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

SAMUEL M. IVREY *
Substitute Trustee
*
Plaintiff
*
vs. EQUITY NO. 6941
*
CHARLES T. ELLIOTT
and *
JOAN M. ELLIOTT
* * * * * * * *

JUL 24-81 # 24808 ****60.00
JUL 24-81 A 924808 ****60.00

ORDER TO DOCKET SUIT

Please docket the above suit, being a proceeding to foreclose a Deed of Trust from Charles T. Elliott and Joan M. Elliott, his wife to Peter J. Lombardi and Marion J. Minker, Jr., Trustees for Annapolis Federal Savings and Loan Association dated May 12, 1976 and recorded among the Land Records of Queen Anne's County in Liber 104, folio 702. Please file said Deed of Trust and certified copy of Trust Note; Affidavit of Indebtedness; Request to Foreclose Deed of Trust; and approve and file Bond, and file the Military Affidavit.

Samuel M. Ivrey

SAMUEL M. IVREY
Substitute Trustee

CLERK'S OFFICE
1981 JUL 24 AM 10: 23
QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

L# 11-12918

DOCUMENT NO. 83842

LIBER 104 PAGE 702 LIBER 14 PAGE 2

PURCHASE MONEY

DEED OF TRUST

THIS DEED OF TRUST is made this 12th day of May, 1976, among the Grantor, CHARLES T. ELLIOTT & JOAN M. ELLIOTT, his wife, of Queen Anne's County and State of Maryland (herein "Borrower"), Peter J. Lombardi, Marion J. Minker, Jr. (herein "Trustees"), and the Beneficiary, Annapolis Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is Main and Francis Streets, Annapolis, Maryland 21404 (herein "Lender").

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

Beginning for the same at an Iron Rod on the West side of the public road leading from Wye Mills to Centreville, known as Maryland Highway No. 213, said Rod being at the Southeast corner of the herein described land and being at Station 3+61.74 as shown on Maryland State Roads Commission Plat No. 27224; and from said place of beginning running by and with the reserved land of William H. Cole, the following 3 courses and distances: North 82 degrees 26 minutes West 113.99 feet; thence 08 degrees 11 minutes East 1.00 feet to a concrete monument; thence North 08 degrees 11 minutes East 94.60 feet to an iron rod and the South side of the public road leading from Maryland Highway No. 404 to Wye Mills Station, known as Grange Hall Road; thence by and with said Road, North 89 degrees 05 minutes East 99.10 feet to the aforementioned Maryland Highway No. 213; thence by and with said Highway No. 213 the following two courses and distances: South 21 degrees 42 minutes East 36.86 feet; thence South 10 degrees 00 minutes West 78.26 feet to the place of beginning. Containing 11,725.30 square feet of land, more or less, according to a survey and plat made by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, dated July, 1969, which said plat is recorded among the Plat Records of Queen Anne's County in Liber CWC 43, folio 340.

Being the same property conveyed to Charles T. Elliott and Joan M. Elliott, his wife, from James R. Bambary and Mary H. Bambary, 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.

RECEIVED FOR RECORD
& RECORDED IN LIBER CWC
NO. & FOLIO 702

1976 MAY 14 PM 2:50

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

MAY 14-76 * 27318 *****14.00
MAY 14-76 A # 27318 *****14.00

which has the address of Rt. 213 & Grange Hall Road, Wye Mills, Maryland 21679
[Street] [City]
(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 May 12, 1976 (herein "Note"), in the principal sum of TWENTY EIGHT THOUSAND AND NO/100 ($28,000.00) 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 June 1, 2001; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail written notice of sale to Borrower in the manner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender, or Lender's designee, may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, Trustee's fees of .5... % of the gross sale price, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, not including sums advanced in accordance herewith to protect the security of this Deed of Trust, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall release this Deed of Trust without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Charles T. Elliott .....(Seal) —Borrower
Charles T. Elliott

Carole M. Turner, Witness

Joan M. Elliott .....(Seal) —Borrower
Joan M. Elliott

STATE OF MARYLAND, ...Anne Arundel.....County ss:

I Hereby Certify, That on this ....12th.... day of ....May...., 19 76, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ..County aforesaid....., personally appeared CHARLES T. ELLIOTT & JOAN M. ELLIOTT, 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: 7/1/78

Carole M. Turner
Notary Public Carole M. Turner

STATE OF ....Maryland, Anne Arundel.....County ss:

I Hereby Certify, That on this ....12th.... day of ....May...., 19 76, before me, the subscriber, a Notary Public of the State of ...Maryland.....and for the ..County aforesaid....., personally appeared PETER J. LOMBARDI, President of Annapolis Federal Savings and Loan Association....., the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the amount of the loan secured by the foregoing Deed of Trust was disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the final and complete execution of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

As Witness my hand and notarial seal.

My Commission expires: 7/1/78

Carole M. Turner
Notary Public Carole M. Turner

LIBER 14 PAGE 6

NOTE

US $ 28,000.00 ..... Annapolis, Maryland
City

CERTIFIED TRUE COPY

May 12, 1976

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay ANNAPOLIS FEDERAL SAVINGS & LOAN ASSOCIATION, or order, the principal sum of TWENTY EIGHT THOUSAND AND NO/100 ($28,000.00)---- Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of --9-- percent per annum. Principal and interest shall be payable at any location of ANNAPOLIS FEDERAL SAVINGS & LOAN ASSOCIATION, or such other place as the Note holder may designate, in consecutive monthly installments of TWO HUNDRED THIRTY FOUR AND 98/100--- Dollars (US $ 234.98), on the First day of each month beginning July 1, 19 76. 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 June 1, 2001.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of 4% percent of any monthly installment not received by the Note holder within fifteen (15) days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Deed of Trust, dated May 12, 1976, and reference is made to the Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Note.

Charles T. Elliott (Seal)
Charles T. Elliott

and

Joan M. Elliott (Seal)
Joan M. Elliott

Rt. 213 Grange Hall Road

Wye Mills, Maryland 21679
Property Address

(Seal)

(Execute Original Only)

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

DOCUMENT NO. 106,398

LIBER 177 PAGE 189

INSTRUMENT SUBSTITUTING TRUSTEE

THIS INSTRUMENT, made this 22nd day of July, 1981, by Annapolis Federal Savings and Loan Association.

WHEREAS, by certain Deed of Trust bearing date of May 12, 1976, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber 104, folio 702, certain property described therein was conveyed to Peter J. Lombardi and Marion J. Minker, Jr., as Trustees to secure Annapolis Federal Savings and Loan Association, holder of the note in said Deed of Trust referred to, and further,

WHEREAS, said Deed of Trust provides inter alia that the holder of the note described by the Deed of Trust is authorized and empowered to appoint, substitute and reappoint by instrument recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber 104, folio 702, a Trustee or Trustees in the place and stead of any Trustee or Trustees.

NOW THEREFORE, THIS INSTRUMENT, WITNESSETH that for and in consideration of the premises, the said Annapolis Federal Savings and Loan Association and the note holder as aforesaid, does hereby appoint Samuel M. Ivrey, Substitute Trustee in the place and stead of Peter J. Lombardi and Marion J. Minker, Jr., under the terms and provisions of the said Deed of Trust and the aforesaid substituted Trustee shall have all the rights, power, duties and title as if originally named as Trustee in the aforesaid Deed of Trust.

IN WITNESS WHEREOF, the said Annapolis Federal Savings and Loan Association has caused these presents to be executed on its behalf by Benjamin O. Delaney, Jr., Vice President, and its corporate seal to be hereunto affixed, attested to by Judith L. Fuchs, its Assistant Secretary, on the date hereinbefore set forth.

ATTEST:

BY: Judith L. Fuchs

ANNPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: (SEAL)
Benjamin O. Delaney, Jr.
Vice President

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

LIBER 14 PAGE 7

LIBER 14 PAGE 8

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

I HEREBY CERTIFY, that on this 22ND day of July, 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, a body corporate, and acknowledged the aforegoing Instrument Substituting Trustee to be the act of said body corporate and that he is duly authorized to execute same.

AS WITNESS my hand and Notarial Seal.

Angela M. Duffield
Notary Public

My Commission Expires:
July 1, 1982

CLERK OF CIRCUIT COURT
1981 JUL 24 AM 10: 27
ANNE ARUNDEL COUNTY

JUL 24-81 * 24810 *****3.00
JUL 24-81 A 24810 *****3.00

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
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BALTIMORE
269-5464

LIBER 177 PAGE 189

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

SAMUEL M. IVREY, *
Substitute Trustee
*
Plaintiff
*
vs. EQUITY NO. 6941
*
CHARLES T. ELLIOTT
and *
JOAN M. ELLIOTT
* * * * * * * * * * *

AFFIDAVIT OF INDEBTEDNESS

I, BENJAMIN O. DELANEY, being fully duly sworn by oath, depose and say that I am the Vice President of Annapolis Federal Savings and Loan Association, the party secured by Deed of Trust being foreclosed herein, that I have personal knowledge of the matters set forth herein, that the balance due on the note secured by the Deed of Trust herein is $ 27,709.20 plus interest at 9% per annum from July 31, 1981 at a rate of $6.57 per day.

ANNAPOLIS FEDERAL SAVINGS AND
LOAN ASSOCIATION

BY: (SEAL)
BENJAMIN O. DELANEY,
Vice President

Subscribed and sworn to before me this 23rd day of July, 1981.

Angela M. Duffield
Notary Public

ANGELA M. DUFFIELD NOTARY PUBLIC ANNE ARUNDEL

My Commission Expires:
July 1, 1982

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

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

SAMUEL M. IVREY,
Substitute Trustee

Plaintiff

vs.

CHARLES T. ELLIOTT
and
JOAN M. ELLIOTT

EQUITY NO. 6941

* * * * * * * * * * *

REQUEST TO FORECLOSE DEED OF TRUST

TO: Samuel M. Ivrey, Substitute Trustee

You are hereby requested to foreclose the Deed of Trust from Charles T. Elliott and Joan M. Elliott dated May 12,1976, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 104, folio 702, to Annapolis Federal Savings and Loan Association. Default having occurred under the terms of the note secured by said Deed of Trust.

ANNAPOLIS FEDERAL SAVINGS AND
LOAN ASSOCIATION

BY: (SEAL)
BENJAMIN O. DELANEY
Vice President

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

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

SAMUEL M. IVREY, *
Substitute Trustee

Plaintiff *

vs. *

EQUITY NO. 6941

CHARLES T. ELLIOTT *
and
JOAN M. ELLIOTT

* * * * * * * * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin O. Delaney, Vice President, for Annapolis Federal Savings and Loan Association, and made oath in due form that he/she knows the Defendants herein, and that to the best of his knowledge, information and belief:

1. Said Defendants are not in the military service of the United States.

2. Said Defendants are not in the military service of any nation allied with the United States.

3. Said Defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended.

4. Said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

ANNAPOLIS FEDERAL SAVINGS AND
LOAN ASSOCIATION

BY: (SEAL)
BENJAMIN O. DELANEY, Vice President
Annapolis Federal Savings & Loan Assoc.

ANGELA M. DUFFIELD NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Subscribed and sworn to before me, this 23rd day of July, 1981.

Angela M. Duffield
Notary Public

My Commission Expires:
July 1, 1982

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

LIBER 3 PAGE 122 LIBER 14 PAGE 12

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

Equity #6941

SUBSTITUTED
Trustee Under Deed of Trust

KNOW ALL MEN BY THESE PRESENTS:

That we, SAMUEL M. IVREY

of Annapolis, Maryland
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty-five Thousand and 00/100 ($35,000.00) Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 23rd day of July, in the year of our Lord one thousand nine hundred and eighty-one

WHEREAS, by Deed of Trust, dated the 12th day of May 19 76, and left to be recorded among the land records of Queen Anne's County on the 14th day of May 19 76, in liber 104 No. , Folio 702, Annapolis Federal Savings & Loan Association did grant, bargain and sell, assign and transfer unto Samuel M. Ivrey, Substituted

Trustee, as therein named his (personal representative) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Samuel M. Ivrey

shall faithfully perform the trust reposed in him by said Deed of Trust, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS, the hand and seal of the said Samuel M. Ivrey

and the signature of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND by its Attorney-in-Fact, and its corporate seal hereunto affixed.

Signed, sealed and delivered in the presence of:

Corinna Cosner
CORINNA COSNER

Samuel M. Ivrey (SEAL)
SAMUEL M. IVREY

(SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Per Samuel M. Ivrey
SAMUEL M. IVREY *Attorney-in-Fact*

Attest: Corinna Cosner
CORINNA COSNER

J3411(MD)—200, 10-76 201893

APPROVED FOR RECORD 7/24/81

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.....

Assistant Secretary

L1428Ctf.—1M, 2-79 207420

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

SAMUEL M. IVREY, *
Substitute Trustee
*
Plaintiff
*
vs. EQUITY NO. 6941
*
CHARLES T. ELLIOTT
and *
JOAN M. ELLIOTT
* * * * * * * * * * *

TRUSTEE'S
REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Samuel M. Ivrey, Substitute Trustee, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder, respectfully shows:

The Deed of Trust, 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 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 August 21, 1981, 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 Deed of Trust, to wit:

BEGINNING for the same at an Iron Rod on the West side of the public road leading from Wye Mills to Centreville, known as Maryland Highway No. 213, said Rod being at the Southeast corner of the herein described land and being at Station 3+61.74 as shown on Maryland State Roads Commission Plat No. 27224; and from said place of beginning running by and with the reserved land of William H. Cole, the following 3 courses and distances: North 82 degrees 26 minutes West 113.99 feet; thence 08 degrees 11 minutes East 1.00 feet to a concrete monument; thence North 08 degrees 11 minutes East 94.60 feet to an iron rod and the South side of the public road leading from Maryland Highway

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD,
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

No. 404 to Wye Mills Station, known as Grange Hall Road; thence by and with said Road, North 89 degrees 05 minutes East 99.10 feet to the aforementioned Maryland Highway No. 213; thence by and with said Highway No. 213 the following two courses and distances: South 21 degrees 42 minutes East 36.86 feet; thence South 10 degrees 00 minutes West 78.26 feet to the place of beginning. Containing 11,725.30 square feet of land, more or less, according to a survey and plat made by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, dated July, 1969, which said plat is recorded among the Plat Records of Queen Anne's County in Liber CWC 43, folio 340.

BEING the same property conveyed to Charles T. Elliott and Joan M. Elliott, his wife, from James R. Bambary and Mary H. Bambary, his wife, by Deed dated May 12, 1976, and recorded among the Land Records of Queen Anne's County, Maryland.

THE improvements consisting of a living room, dining room, four (4) bedrooms, two (2) baths, kitchen, 1½ stories, Cape Cod design.

SAID PROPERTY BEING SOLD TO ANNAPOLIS FEDERAL S.&L. ASS'N, at and for the sum of $25,000.00 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(s), 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

SAMUEL M. IVREY, Substitute Trustee

STATE OF MARYLAND, , to wit:

I HEREBY CERTIFY, that on this 21st day of August, 1981, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared SAMUEL M. IVREY, Substitute Trustee, and made oath in due form of law that the matter and facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale was fairly made.

CORINNA C. COSNER NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Corinna C. Cosner
Notary Public

My Commission Expires:
July 1, 1982

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

LIBER 14 PAGE 6

EQUITY NO. 6941

Centreville, Md. 8-20 19 81

We Hereby Certify

That the annexed advertisement of SUBSTITUTED 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 21st 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 19th day of August 19 81.

Publishers, Record Observer

Per Marjorie Freeman

CLERK

1981 AUG 21 PM 2:31

QUEEN ANNE'S COUNTY

SAMUEL M. IVREY, ATTORNEY
144 Duke of Gloucester Street
Annapolis, Maryland

SUBSTITUTED TRUSTEE'S SALE

Of Valuable IMPROVED REAL ESTATE

Rt. 213, Box 403, Grange Hill Road
Wye Mills, Queenstown
Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain Deed of Trust from Charles T. Elliott and Joan M. Elliott, his wife, to Peter J. Lomberdi and Marion J. Minker, Jr., Trustees for Annapolis Federal Savings and Loan Association, dated May 12, 1976, and recorded among the Land Records of Queen Anne's County in Liber 104, folio 702. The said Annapolis Federal Savings and Loan Association having since appointed Samuel M. Ivrey, Substituted Trustee by instrument dated July 20, 1981, duly executed, acknowledged and recorded among the Land Records of Queen Anne's County, prior hereto, default having occurred under the terms thereof, at the request of the holder of the note secured thereby, the undersigned Substituted Trustee will offer for sale at public auction in front of the Court House Door in Centreville, Maryland, on,

Fri., Aug. 21, 1981
at two o'clock p.m.

The property described in said Deed of Trust, containing: 11,725 square feet of land more or less, and further described as:

BEGINNING for the same at an Iron Rod on the West side of the public road leading from Wye Mills to Centreville, known as Maryland Highway No. 213, said Rod being at the Southeast corner of the herein described land and being at Station 3—61.74 as shown on Maryland State Roads Commission Plat No. 27224; and from said place of beginning running by and with the reserved land of William H. Cole, the following 3 courses and distances: North 82 degrees 26 minutes West 113.99 feet, thence 08 degrees 11 minutes East 1.00 feet to a concrete monument; thence North 08 degrees 11 minutes East 94.60 feet to an iron rod and the South side of the public road leading from Maryland Highway No. 404 to Wye Mills Station, known as Grange Hall Road; thence by and with said Road, North 89 degrees 05 minutes East 99.10 feet to the aforementioned Maryland Highway No. 213; thence by and with said Highway No. 213 the following two courses and distances: South 21 degrees 42 minutes East 36.86 feet; thence South 10 degrees 00 minutes West 78.26 feet to the place of beginning. Containing 11,725.30 square feet of land, more or less, according to a survey and plat made by J.R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, dated July, 1969, which said plat is recorded among the Plat Records of Queen Anne's County in Liber CWC 43, folio 340.

BEING the same property conveyed to Charles T. Elliott and Joan M. Elliott, his wife, from James R. Bambery and Mary H. Bambary, his wife, by Deed dated May 12, 1976, and recorded among the Land Records of Queen Anne's County, Maryland.

THE improvements consisting of a living room, dining room, four (4) bedrooms, two (2) baths, kitchen, 1½ stories, Cape Cod design.

MANNER OF SALE: This property is to be sold "AS IS" without express or implied warranties as to its condition.

TERMS OF SALE: A deposit of Five Thousand and 00/100 ($5,000.00) Dollars, either in cash or by certified check, will be required of the purchaser(s) on the date and at the time of sale, balance of the purchase money with interest thereon at the rate of 9 percent per annum to be paid 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.

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, Substituted Trustee
144 Duke of Gloucester Street
Annapolis, Maryland 21401
(301) 263-9285
Washington 261-2171
Baltimore 269-5464

RO-7-29-4t-040

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

SAMUEL M. IVREY, *
Substitute Trustee
*
Plaintiff
*
vs. EQUITY NO. 6941
*
CHARLES T. ELLIOTT
and *
JOAN M. ELLIOTT
* * * * * * * * * * *

AUCTIONEER'S CERTIFICATE

I, the undersigned, certify that on the 21st day of August, 1981, I conducted a public sale as Auctioneer at the front door of the Court House, Centreville, Maryland, at the hour of two o'clock p.m. and sold the property described in the advertisement hereto annexed to ANNAPOLIS FEDERAL S.&L. for the sum of $25,000.00 (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:
Purchaser

Purchaser

CLERK'S OFFICE
1981 AUG 21 PM 2:31
QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5434

LIBER 14 PAGE 18

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

SAMUEL M. IVREY, *
Substitute Trustee
*
Plaintiff
*
vs. EQUITY NO. 6941
*
CHARLES T. ELLIOTT
and *
JOAN M. ELLIOTT
* * * * * * * * * * *

AFFIDAVIT OF PURCHASER

I, (We) RICHARD MORELAND, for ANNAPOLIS FEDERAL S.&L.

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 21st day of August, 1981, for and on behalf of as above, 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.
BY: [signature]
Purchaser
RICHARD MORELAND

Purchaser

Subscribed and sworn to before me this 21st day of August, 1981.

Helen E. Pardee
Notary Public

My Commission Expires:
July 1, 1982

HELEN E. PARDEE NOTARY PUBLIC QUEEN ANNE'S COUNTY

CLERK'S OFFICE
1981 AUG 21 PM 2:31
QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

AREA CODE 301
263-9285
263-9286

SAMUEL M. IVREY
ATTORNEY AT LAW
GLOUCESTER AND ORBEN STREETS
ANNAPOLIS, MD. 21401

WASHINGTON 261-2171
BALTIMORE 269-5464

August 11, 1981

Mr. and Mrs. Charles T. Elliott
Route 1, Box 406
Queenstown, Maryland 21658

RE: Route 213 & Grange Hall Road
Fifth Election District
Queen Anne's County, Maryland

EQUITY NO. 6941

Dear Mr. and Mrs. Elliott:

You are hereby notified that your property covered by the above mentioned address located on Route 213, of the Fifth Election District, Queen Anne's County, Maryland, and recorded among the Land Records of Queen Anne's County, in Liber 104, folio 702, and duly assigned for the purpose of foreclosure, default having occurred in said Deed of Trust, the undersigned will offer for sale at public auction at the Court House Door, Centreville, Maryland, on Friday, August 21, 1981, at two o'clock 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 at the purchaser(s) on the date of sale, balance of the purchase money with interest thereon at the rate of Nine (9) per cent per annum to be paid in cash upon final ratification of sale. Conveyancing, transfer tax, recording fees, notary fees, examination of title and documentary stamps to be at the cost of the purchaser(s). 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(s).

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

SMI:cc
CERTIFIED MAIL
RETURN RECEIPT REQUESTED

CLERK'S OFFICE
1981 AUG 21 PM 2:31
QUEEN ANNE'S COUNTY

P15 6153462

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

SENT TO Mr. & Mrs. Charles Elliott	
STREET AND NO. Route 1, Box 406	
P.O., STATE AND ZIP CODE Queenstown, MD 21658	
POSTAGE	$ 18
CERTIFIED FEE	75 ¢
SPECIAL DELIVERY	¢
RESTRICTED DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED	60 ¢
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	AUG 12 1981 ANNAPOLIS

CONSULT POSTMASTER FOR FEES
OPTIONAL SERVICES
RETURN RECEIPT SERVICE

PS Form 3800, Apr. 1976

LIBER 14 PAGE 20

ORDER NISI ON SALE

SAMUEL M. IVREY, Substitute Trustee vs. CHARLES T. ELLIOTT and JOAN M. ELLIOTT	In the Circuit Court for Queen Anne's County In Equity Cause No. 6941

ORDERED, this 21st day of August, 19 81, that the sale of the real property, made and reported in this cause by Samuel M. Ivery, Substitute Trustee, be ratified and confirmed, on or after the 22nd 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 15th day of September, 19 81.

The report states the amount of sales to be $ 25,000.00.

Marguerite H. Frank, Clerk

Filed August 21, 1981

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 22nd 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 Margie Freeman

ORDER NISI
ON SALE
SAMUEL M. IVREY,
Substitute
Trustee
vs.
CHARLES T. ELLOTT
and
JOAN M. ELLIOTT
In the
Circuit Court
for Queen Anne's
County
In Equity
Cause No. 6941

ORDERED, this 21st day of August, 1981, that the sale of the real property, made and reported in this cause by Samuel M. Ivrey, Substitute Trustee, be ratified and confirmed, on or after the 22nd 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 15th day of September, 1981.

The report states the amount of sales to be $25,000.00.

MARGUERITE W. MANKIN
Clerk
True Copy, Test:
By: Betty M. Comegys
Deputy Clerk
Filed August 21, 1981

RO-9-2-2t-08

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 28 AM 9:43
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 22

SAMUEL M. IVREY, Substitute Trustee	*	IN THE CIRCUIT COURT
vs.	*	FOR
CHARLES T. ELLIOTT and	*	QUEEN ANNE'S COUNTY
JOAN M. ELLIOTT	*	IN EQUITY
	*	Cause No. 6941

* *

A F F I D A V I T

I, SAMUEL M. IVREY, Assignee, hereby certify that in compliance with Maryland Rule W74 2 (c), Notice was mailed on August 11, 1981, to the Mortgagor of the foreclosure sale, Certified Mail, Return Receipt Requested, and that the original Notice was returned "unclaimed" and attached hereto as evidence thereof.

Samuel M. Ivrey

SAMUEL M. IVREY, Assignee

SUBSCRIBED before me this 5th day of October, 1981.

Corinna C. Cosner

Notary Public

My Commission Expires:

July 1, 1982

CORINNA C. COSNER NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

FILED

OCT 6 1981

CIRCUIT COURT
QUEEN ANNE'S CO.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

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

2. ARTICLE ADDRESSED TO:
Mr. and Mrs. Charles Elliott
Route 1, Box 406
Queenstown, Maryland 21658

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	6153462	

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:
UNCLAIMED

CLERK'S INITIALS
mcw

POSTMARK
QUEENSTOWN, MD
AUG 26 1981
USPO

☆ GPO : 1977—O-234-337

U.S.P.O. QUEENSTOWN, MD.
AUG 1981

LIBER 14 PAGE 23

SAMUEL M. IVREY
ATTORNEY AT LAW
GLOUCESTER AND GREEN STREETS
ANNAPOLIS, MD. 21401

24

PAGE

CLAIM CHECK

78 1120

CERTIFIED

LIBELD

P15 6153462

DATE

MAIL

1ST NOTICE

2ND NOTICE

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RETURN

Detached from
PS Form 3849—A
May 1979

CLAIM CHECK
NO.
2072

Malone
HOLD

DATE 8/13/81
CBH

1ST NOTICE
8-17-81

2ND NOTICE
8-28-81

RETURN

Detached from
PS Form 3849—A
May 1979

ANNAPOLIS MD
AUG 12 '81

U.S. POSTAGE
1.53

Mr. and Mrs. Charles T. Elliott
Route 1, Box 406
Queenstown, Maryland 21658

EQUITY
#6941

UNCLAIMED

263-9266

SAMUEL M. IVREY
ATTORNEY AT LAW
GLOUCESTER AND GREEN STREETS
ANNAPOLIS, MD. 21401

WASHINGTON
BALTIMORE 269-5464

August 11, 1981

Mr. and Mrs. Charles T. Elliott
Route 1, Box 406
Queenstown, Maryland 21658

RE: Route 213 & Grange Hall Road
Fifth Election District
Queen Anne's County, Maryland

EQUITY NO. 6941

Dear Mr. and Mrs. Elliott:

You are hereby notified that your property covered by the above mentioned address locatodion Route 213, of the Fifth Election District, Queen Anne's County, Maryland, and recorded among the Land Records of Queen Anne's County, in Liber 104, folio 702, and duly assigned for the purpose of foreclosure, default having occurred in said Deed of Trust, the undersigned will offer for sale at public auction at the Court House Door, Centreville, Maryland, on Friday, August 21, 1981, at two o'clock 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 at the purchaser(s) on the date of sale, balance of the purchase money with interest thereon at the rate of Nine (9) per cent per annum to be paid in cash upon final ratification of sale. Conveyancing, transfer tax, recording fees, notary fees, examination of title and documentary stamps to be at the cost of the purchaser(s). 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(s).

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

SMI:gc
CERTIFIED MAIL
RETURN RECEIPT REQUESTED

P15 153462
RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO Mr. & Mrs. Charles Elliott
STREET AND NO. Route 1, Box 406
P.O., STATE AND ZIP CODE Queenstown, MD 21658

POSTAGE	$ .75
CERTIFIED FEE	75¢
SPECIAL DELIVERY	¢
RESTRICTED DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED	60¢
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	$ 1.35
POSTMARK OR DATE	AUG 14 1981

CONSULT POSTMASTER FOR FEES
OPTIONAL SERVICES
RETURN RECEIPT SERVICE

PS Form 3800, Apr. 1976

LIBER 14 PAGE 26

O'CONNOR AND O'CONNOR
ATTORNEYS AT LAW
8 COURT STREET
P. O. BOX 1081
EASTON, MARYLAND 21601

MICHAEL FRANCIS O'CONNOR
JANE TOLAR O'CONNOR

TELEPHONE
(301) 822-4051

July 13, 1981

Mr. Samuel Ivery, Esq.
144 Duke of Glosser Street
Annapolis, Maryland 21401

Re: Mortgage from Charles T. & Joan M. Elliott

Dear Mr. Ivery:

On behalf of Mrs. Joan Elliott, my client, I wish to thank you for your kindness and courtesy in delaying the institution of the foreclosure proceedings on their home in Queen Anne's County, Maryland. However, because Mr. Elliott has absconded from the State of Maryland, Mrs. Elliott has not been able to satisfactorily conclude your arrangements to sell the house to a purchaser for value.

She sees no practical way that she will be able to bring the mortgage current in the future. She will cooperate to whatever extent is necessary for your client to foreclose. Please do not hesitate to contact me so that I may facilitate whatever arrangements may be necessary to conclude this arrangement.

Although it is never a happy situation for a mortgagor to turn the security for the loan over to the mortgagee, you have certainly made this experience easier for my client, and I appreciate your courtesy.

Very truly yours,

Jane Tolar O'Connor

Jane Tolar O'Connor

JTOC: mcf

CC: Mrs. Joan M. Elliott

FILED
OCT 6 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

SAMUEL M. IVREY, Substituted Trustee	*	IN THE CIRCUIT COURT
vs.	*	FOR
CHARLES T. ELLIOTT and	*	QUEEN ANNE'S COUNTY
JOAN M. ELLIOTT	*	IN EQUITY
	*	Cause No. 6941

* *

AFFIDAVIT OF NOTICE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, personally appeared SAMUEL M. IVREY, Substituted Trustee the above named Plaintiff, and made oath in due form of law that he has given notice by certified mail to Charles T. Elliott and Joan M. Elliott, Defendants, Mortgagor, at their last known address, of the time, place and terms of sale of the property reported therein, in compliance with Rule W 74 a 2 (c) of the Maryland Rules of Procedure; further, holders of subordinate liens have not recorded any request for notice of sale, as required by Article 7-105 (c), Real Property, Annotated Code of Maryland.

Samuel M. Ivrey

SAMUEL M. IVREY - Affiant
144 Duke of Gloucester Street
Annapolis, Maryland 21401
263-9285

SUBSCRIBED AND SWORN TO, before me,

this 30th day of October, 1981.

Corinna C. Cosner
NOTARY PUBLIC

My Commission Expires:

July 1, 1982

CORINNA C. COSNER
NOTARY PUBLIC
ANNE ARUNDEL COUNTY, MD.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

LIBER 14 PAGE 28

SAMUEL M. IVREY, Substitute Trustee	*	IN THE CIRCUIT COURT
vs.	*	FOR
CHARLES T. ELLIOTT and	*	QUEEN ANNE'S COUNTY
JOAN M. ELLIOTT	*	IN EQUITY
	*	Cause No. 6941

* * * * * * * * *

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, State of Maryland, in Equity, this 2nd day of Nov~~ember~~, 1981, that the sale of real estate mentioned in the aforegoing Report of Sale and made by Samuel M. Ivrey, Substitute Trustee, 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 C. Carter
JUDGE

RECD
CLERK, CIRCUIT
1981 NOV -3 AM 10: 30
QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-0285
263-0286
WASHINGTON
261-2171
BALTIMORE
269-5464

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

SAMUEL M. IVREY
Substitute Trustee

v. CHANCERY NO. 6941

CHARLES T. ELLIOTT and
JOAN M. ELLIOTT

: : : : :

ACCOUNT OF AUDITOR
AND PROPOSED DISTRIBUTION

PROCEEDS OF FORECLOSURE SALE			
Sale Price		$ 25,000.00	
Interest on $ 20,000.00 @ 9.00% from 8/21 to 11/3 74 days @ $ 5 per day		370.00	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 25,370.00
COMMISSIONS, payable to Trustee		$ 1,250.00	
ATTORNEY FEE, per Deed of Trust		100.00	
EXPENSES OF SALE			
Court costs	$ 156.00		
Advertising			
Notice of Sale	305.76		
Report of Sale	47.10		
Bond premium	39.00		
Auctioneer's fee	62.50		
Certified mail	1.53	611.89	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 45.00		
Postage & xerox	1.36	46.36	2,008.25-
AVAILABLE FOR DISTRIBUTION			$ 23,361.75
INDEBTEDNESS under Deed of Trust			
Principal, per Statement of Debt		$ 27,709.20	
Interest @ 9.00% ($ 6.93 per day)			
7/2 to 7/31 (29 days)		0.00	
7/31 to 10/20 (81 days)		561.33	
TOTAL OWED under Deed of Trust			$ 28,270.53
AVAILABLE FOR DISTRIBUTION TO LENDER, as above			23,361.75
D E F I C I T			($ 4,908.78)

NOTICE

The attached Account was filed on the 13th day of November, 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 #6941. 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 13th 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:

Samuel M. Ivrey, Esquire
Gloucester and Green Streets
Annapolis, Maryland 21401

Charles T. Elliott
Route 1 Box 406
Queenstown, Maryland 21658

Joan M. Elliott
Route 1 Box 406
Queenstown, Maryland 21638

Jane Tolar O'Connor, Esquire
Post Office Box 1031
Easton, Maryland 21601

John W. Sause, Jr.
Auditor

SAMUEL M. IVREY, Sub. Tr.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6941
CHARLES T. ELLIOTT, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 13th 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 1st 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. Markin Clerk

Filed November 13, 1981

SAMUEL M. IVREY, Sub. Tr.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6941
	*	
CHARLES T. ELLIOTT, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 10th day of December, 19 81, by the Court that the account of the Auditor is finally ratified and confirmed, and Samuel M. Ivrey, Sub. XXXXXXXXXXXXXXXTrustee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Mankin Clerk

Filed December 10, 1981

ESC/nlj/9/17/81/1&1/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
	*	QUEEN ANNES COUNTY, MARYLAND
VS.	*	
JOHN L. KOZUR and ELIZABETH KOZUR, his wife Church Hill, Maryland 21623	*	EQUITY NO. 6979
	*	

SEP 18 81 * 26563 ******60 00
SEP 18 81 A 926563 ******60 00

* * * * *

ORDER TO DOCKET FORECLOSURE SUIT

Mrs. Clerk:

Will you please docket the above entitled foreclosure suit and file therein the following:

a. Mortgage from John L. Kozur and Elizabeth Kozur, his wife, to The Chestertown Bank of Maryland, dated March 25, 1977, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 117, Folio 278, assigned to Ernest S. Cookerly, for foreclosure and collection on September 15, 1981.

b. Second mortgage from John L. Kozur and Elizabeth Kozur, his wife, to The Chestertown Bank of Maryland, dated July 7, 1978, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 137, Folio 662, assigned to Ernest S. Cookerly, for foreclosure and collection on September 15, 1981.

c. Statement of Mortgage indebtedness.

d. Non-Military Affidavit.

Ernest S. Cookerly, Assignee

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 18 PM 2:54
QUEEN ANNE'S COUNTY

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

LIBER 137 PAGE 662 LIBER 14 34

DOCUMENT NO. 94017 MORTGAGE TITLE — INDIVIDUAL MORTGAGOR AND MORTGAGEE — CITY OR COUNTY — FORM 7016.

RECEIVED
CLERK, CIRCUIT COURT

1978 JUL 11 AM 11: 35

QUEEN ANNE'S COUNTY

JUL 11-78 A 27129 ****100.65
JUL 11-78 A 27128 *****12.00

THIS SECOND MORTGAGE, Made this 7th day of July,

in the year nineteen hundred and seventy-eight ---------- by and between JOHN L. KOZUR and ELIZABETH KOZUR, his wife, ----------

Mortgagors of the County of Queen Anne's --- in the State of Maryland, of the first part, and THE CHESTERTOWN BANK OF MARYLAND, a body corporate of the County of Kent, in the State of Maryland ----------, Mortgagee, of the second part:

WHEREAS, the said Mortgagors are justly indebted unto said Mortgagee in full sum of ~~XXXXXXX~~ Thirty Thousand Five Hundred ($30,500.00) Dollars (being money loaned and advanced by said Mortgagee to said Mortgagors) for which said sum and the interest thereon said Mortgagors have passed to said Mortgagee their promissory note bearing even date herewith for said principal sum of Thirty Thousand Five Hundred ($30,500.00) Dollars, payable in manner and form as follows:

In thirty-six (36) consecutive monthly installments of Nine Hundred Eighty-Four Dollars and Fifteen ($984.15) Cents each, including interest, payable on the 7th day of each and every month, commencing with the 7th day of August, 1978, and a final payment of Nine Hundred Eighty-Four Dollars and Fifteen ($984.15) Cents payable on the 7th day of July, 1981; provided, however, that notwithstanding any provision hereof to the contrary, the Mortgagors, at any monthly installment date may make advance payments of One Hundred ($100.00) Dollars, or any multiple thereof, or may pay the whole debt at any time without penalty, interest to cease on any amount paid on said principal sum as of date of such principal payments, and provided, however, further, that such advance payments shall not postpone the date of payment of the next regular consecutive installment, but shall operate only to accelerate the payment of the whole debt. In the event that the first payment is not made within one month from the date hereof, then the payment of interest will be adjusted accordingly.

AND WHEREAS, this Mortgage is made to secure the payment of said debt, and the ~~Now this Mortgage Witnesseth that in consideration of the premises and of the sum of One Dollar,~~ interest thereon, in the manner and at the times limited in aforesaid promissory note ~~thereof~~ or any renewal or renewals thereof and the performance of all the covenants hereinafter mentioned--the execution hereof being a condition precedent to the making of said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar, the said John L. Kozur and Elizabeth Kozur, his wife, ---------- do grant and convey unto The Chestertown Bank of Maryland,

its successors ---------- ~~heirs~~ and assigns,

in fee simple, all ---------- ~~lot or parcel of ground situate and lying in the~~

---------- ~~aforesaid, and described as follows, to wit: Beginning for~~

ALL those lots or parcels of ground situate and lying in the Town of Church Hill, in the Second Election District of Queen Anne's County, Maryland, aforesaid, and described as follows, to wit:

ALL those two adjoining lots or tracts of land, hereinafter described as Lot No. 1 and Lot No. 2, lying on the west side of the public road leading through said town to Chestertown (Lot No. 1 fronts on said public road and Lot No. 2 adjoins Lot No. 1 to the rear thereof) more fully described as follows:

LOT NO. 1: BEGINNING for the same at a stone set in the ground at the northeast corner of the property of Theodore Walbert and running thence north with the said public road to the property of Maurice Smith a distance of 48 feet, more or less; thence with the property of said Maurice Smith a distance of 140 feet, more or less; thence South with the line of Lot No. 2 hereinafter mentioned, a distance of 48 feet, more or less, thence easterly with the property of Theodore Walbert a distance of 140 feet, more or less, to the beginning.

LOT NO. 2: BEGINNING for the same at a stone set in the ground at the northwesterly corner of the lot described above as Lot No. 1, and running thence westerly 52½ feet, more or less, to the lands of Mrs. Edna P. Hollingsworth; thence southerly by and with said Hollingsworth lands 109 feet, more or less, to lands now or formerly owned by

F. M. Everett, thence easterly with the said Everett lands a distance of 57 feet, more or less, to the lands of Theodore Walbert, thence northerly with the last mentioned property and Lot No. 1 above mentioned and distance of 106 feet, more or less, to the beginning.

BEING the same parcels of land conveyed to John L. Kozur and Elizabeth Kozur, his wife, by David Boyd, Sr. and Sara E. Boyd, his wife, by deed dated October 3, 1968, and recorded among the Land Records for Queen Anne's County, aforesaid, in Liber C.W.C. No. 37, Folio 536, etc.

AND TO FURTHER SECURE the said mortgage note the said Mortgagors do hereby grant, convey and sell unto the said Mortgagee the following described personal property:

1975 GMC 9500 Series Diesel 318 Cu. inch, 13 Speed-Twin Screw pull drive, 10 wheel tractor - Serial #TJH905V557898
1971 GMC Diesel 9500 Series, Serial #HI90A0173876
1965 Strick 40 ft. flatbed trailer, Serial #52661
1975 Dodge Pick-up, Serial #D14AE5S018322

The Mortgagors by execution of this instrument certify that prior to such execution they have received both a fully executed agreement as to the contractural rate of interest and a loan disclosure statement in connection with this loan pursuant to CL 12-103 of the Annotated Code of Maryland.

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

To Have and To Hold the aforesaid parcel s of ground and premises unto and to the proper use and benefit of The Chestertown Bank of Maryland, its successors ---------- ~~heirs~~ and assigns, forever.

Provided, that if the said John L. Kozur and Elizabeth Kozur, his wife, their heirs, ----------

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Thirty Thousand Five Hundred and 00/00 ---------- dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a Decree for the sale of the property hereby mortgaged; and said Mortgagors hereby also authorize the said Mortgagee, its successors ~~personal representatives~~ or assigns, or Ernest S. Cookerly, Esquire, ---------- the duly authorized Attorney or Agent of the said Mortgagee, to sell the hereby mortgaged property; such sale in either instance to take place only after a default shall have occurred in any of the covenants or conditions of this Mortgage as herein provided. Any such sale, whether under the above assent to a Decree or under the above power of sale, shall be conducted in accordance with the provisions of Article 66 of the Annotated Code of Maryland and Rules W70 to W80, inclusive, of the Maryland Rules of Procedure and under any other general or local laws or rules of procedure of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred ($100.00) -- Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its / successors ~~executors, administrators~~ or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors / their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

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

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged property to the amount of at least its full insurable value ---------- dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, its successors ~~executors, administrators~~ or assigns, to the extent of its lien or claim hereunder.

Witness the ---------- hands and seals of said Mortgagors.

TEST:

John L. Kozur [SEAL]
John L. Kozur

Elizabeth Kozur [SEAL]
Elizabeth Kozur

[SEAL]

STATE OF MARYLAND, COUNTY OF KENT, to wit: ~~KSSX~~

I HEREBY CERTIFY, That on this 7th day of July, 1978, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared John L. Kozur and Elizabeth Kozur, his wife, ---------- the Mortgagors named in the aforegoing Mortgage, known to me (or satisfactorily proven) to be the persons whose names ~~is~~/are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same. At the same time also appeared Ernest S. Cookerly, Attorney for The Chestertown Bank of Maryland, the within named Mortgagee, ---------- and made oath in due form of law that he is ~~one of the Mortgagees or~~ the Agent of the Mortgagee, and that the consideration set forth in said Mortgage is true and bona fide as therein set forth. and further that the loan secured hereby has been paid over and disbursed by the party secured hereby unto the within name Mortgagors or unto the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the final and complete execution and delivery of this Mortgage by the Borrower.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

M. Gerald Ryan
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 admitted to practice before the Court of Appeals of Maryland.

Ernest S. Cookerly, Attorney

DOCUMENT NO. 106,899

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

1981 SEP 18 PM 2:52
QUEEN ANNE'S COUNTY

Assignment

SEP 18-81 * 26562 ******5 00
SEP 18-81 A 26562 ******5 00

Recorded
Mun 17 Bog 583

OF MORTGAGE FROM John J. Kozur and Elizabeth Kozur, his wife

TO The Chestertown Bank of Maryland AS RECORDED IN

LIBER CWC NO. 137 FOLIO 662

MAIL TO Place in Equity No. 6979

For value received and default having occurred, The Chestertown Bank of Maryland, does hereby assign the within and aforegoing mortgage to Ernest S. Cookerly, Attorney, for the purpose of foreclosure and collection.

Witness the corporate seal of the Chestertown Bank of Maryland, and the signature of Roger W. Simpkins, President, aforesaid this 15th day of September, 1981.

ATTEST

The Chestertown Bank of Maryland

Ernest L. Everett
Assistant-Cashier

By Roger W. Simpkins
President

14 PAGE 37

DOCUMENT NO. 87738 LIBER 117 PAGE 278 LIBER 14 PAGE 38

MORTGAGE FEE — INDIVIDUAL MORTGAGOR AND MORTGAGEE — CITY OR COUNTY — Form 7016.

THIS MORTGAGE, Made this 25th day of March ----------

in the year nineteen hundred and seventy-seven ---------- by and between JOHN L. KOZUR

and ELIZABETH KOZUR, his wife, ----------

Mortgagors of ~~the~~ Queen Anne's County, ----- in the State of Maryland, of the first part, and

THE CHESTERTOWN BANK OF MARYLAND, a body corporate, of the County of Kent, in the State of Maryland ----------, Mortgagee , of the second part:

WHEREAS, the said Mortgagors are justly indebted unto said Mortgagee in the full sum of ~~Twenty~~ Twenty Thousand ($20,000.00) Dollars (being money-loaned-and advanced-by-said Mortgagee to said Mortgagors) for which said sum and the interest thereon said Mortgagors have passed to said Mortgagee their promissory note bearing even date herewith for said principal sum of Twenty Thousand ($20,000.00) Dollars, payable in manner and form as follows:

In one hundred and nineteen (119) consecutive monthly installments of one hundred seventy-nine dollars and ninety-five ($179.95) cents each, including interest, payable on the 5th day of each and every month, commencing with the 5th day of May, 1977, and a final and one hundred and twentieth (120th) payment of the balance due payable on the 5th day of April, 1987; provided, however, that notwithstanding any provision hereof to the contrary, the Mortgagors, at any monthly installment date may make advance payments of One Hundred ($100.00) Dollars, or any multiple thereof, or may pay the whole debt at any time without penalty, interest to cease on any amount paid on said principal sum as of date of such principal payments, and provided, however, further, that such advance payments shall not postpone the date of payment of the next regular consecutive installment, but shall operate only to accelerate the payment of the whole debt. In the event that the first payment is not made within one month from the date hereof, then the payment of interest will be adjusted accordingly.

AND WHEREAS, this Mortgage is made to secure the payment of said debt, and the interest ~~Now this Mortgage witnesseth that in consideration of the premises and of the sum of One Dollar,~~ thereon, in the manner and at the times limited in aforesaid promissory note or any renewal ~~thereof~~ or renewals thereof and the performance of all the covenants hereinafter mentioned-- the execution hereof being a condition precedent to the making of said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar, the said John L. Kozur and Elizabeth Kozur, his wife, ---------- do grant and convey unto The Chestertown Bank of Maryland, its successors ----------heirs and assigns, in fee simple, all those ----------lots or parcels of ground situate and lying in the Town of Church Hill, in the Second Election District of Queen Anne's County, Maryland, ---------- aforesaid, and described as follows, to wit: — ~~Beginning for~~

ALL those two adjoining lots or tracts of land, hereinafter described as Lot No. 1 and Lot No. 2, lying on the west side of the public road leading through said town to Chestertown (Lot No. 1 fronts on said public road and Lot No. 2 adjoins Lot No. 1 to the rear thereof) more fully described as follows:

LOT NO. 1: BEGINNING for the same at a stone set in the ground at the northeast corner of the property of Theodore Walbert and running thence north with the said public road to the property of Maurice Smith a distance of 48 feet, more or less; thence with the property of said Maurice Smith a distance of 140 feet, more or less; thence south with the line of Lot No. 2 hereinafter mentioned, a distance of 48 feet, more or less, thence easterly with the property of Theodore Walbert a distance of 140 feet, more or less, to the beginning.

LOT NO. 2: BEGINNING for the same at a stone set in the ground at the northwesterly corner of the lot described above as Lot No. 1, and running thence westerly 52½ feet, more or less, to the lands of Mrs. Edna P. Hollingsworth; thence southerly by and with said Hollingsworth lands 109 feet, more or less, to lands now or formerly owned by F. M. Everett, thence easterly with the said Everett lands a distance of 57 feet, more or less, to the lands of Theodore Walbert, thence northerly with the last mentioned property and Lot No. 1 above mentioned and distance of 106 feet, more or less, to the beginning.

BEING the same parcels of land conveyed to John L. Kozur and Elizabeth Kozur, his wife, by David Boyd, Sr. and Sara E. Boyd, his wife, by deed dated October 3, 1968, and recorded among the Land Records for Queen Anne's County, aforesaid, in Liber C.W.C. No. 37, Folio 536, etc.

MAR 28-77 * 28806 *****76.50
MAR 28-77 A 28806 *****66.00
MAR 28-77 A 28805 *****10.50

RECEIVED FOR RECORD
& RECORDED IN LIBER Civil
NO. 117 FOLIO 278

1977 MAR 28 AM 11: 15

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

The Mortgagors by execution of this instrument certify that prior to such execution they have received both a fully executed agreement as to the contractural rate of interest and a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland.

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

To Have and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of The Chestertown Bank of Maryland, its successors ~~heirs~~ and assigns, forever.

Provided, that if the said John L. Kozur and Elizabeth Kozur, his wife, their heirs, executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of twenty thousand and 00/100 ---------- dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assents to the passage of a Decree for the sale of the property hereby mortgaged; and said Mortgagors hereby also authorize the said Mortgagee, its successors ~~personal representatives~~ or assigns, or Ernest S. Cookerly, Esquire, ---------- the duly authorized Attorney or Agent of the said Mortgagee, to sell the hereby mortgaged property; such sale in either instance to take place only after a default shall have occurred in any of the covenants or conditions of this Mortgage as herein provided. Any such sale, whether under the above assent to a Decree or under the above power of sale, shall be conducted in accordance with the provisions of Article 66 of the Annotated Code of Maryland and Rules W70 to W80, inclusive, of the Maryland Rules of Procedure and under any other general or local laws or rules of procedure of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred ($100.00) ---Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors ~~executors, administrators~~ or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

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

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged property to the amount of at least its full insurable value ----------~~dollars~~, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, its successors ~~executors, administrators~~ or assigns, to the extent of its lien or claim hereunder.

Witness the ---------- hands and seals of said Mortgagors.

TEST:

H. Thomas Williams

John L. Kozur [SEAL]
John L. Kozur

Elizabeth Kozur [SEAL]
Elizabeth Kozur

[SEAL]

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, That on this 25th day of March ----------, 1977, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared John L. Kozur and Elizabeth Kozur, his wife, ---------- the Mortgagors named in the aforegoing Mortgage, known to me (or satisfactorily proven) to be the persons whose names ~~is~~/are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same. At the same time also appeared Ernest S. Cookerly, Attorney for The Chestertown Bank of Maryland, the within named Mortgagee, ---------- and made oath in due form of law that he is ~~one of the Mortgagees, or~~ the Agent of the Mortgagee, and that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and further, that the loan secured hereby has been paid over and disbursed by the party secured hereby unto the within named Mortgagors or unto the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the final and complete execution and delivery of this Mortgage by the Borrowers.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

H. Thomas Williams
Notary Public

My Commission expires:

July 1, 1978.

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

Ernest S. Cookerly, Attorney

DOCUMENT NO. 106,898

No. RECEIVED
Re CLERK, CIRCUIT COURT RECEIVED FOR RECORD

1981 SEP 18 PM 2:52

QUEEN ANNE'S COUNTY

SEP 18-81 * 26561 ******5 00
SEP 18-81 A # 26561 ******5 00

Assignment

Recorded Mutn. 178 pg. 583

OF MORTGAGE FROM John L. Kozur and Elizabeth Kozur, his wife

TO The Chestertown Bank of Maryland AS RECORDED IN

LIBER CWC NO. 117 FOLIO 278

MAIL TO Place in Equity No. 6979

For value received and default having occurred, The Chestertown Bank of Maryland, does hereby assign the within and aforegoing mortgage to Ernest S. Cookerly, Attorney, for the purpose of foreclosure and collection.

Witness the corporate seal of The Chestertown Bank of Maryland, and the signature of Roger W. Simpkins, President, aforesaid this 15th day of September, 1981.

ATTEST: The Chestertown Bank of Maryland

Edd L. Everitt By Roger W. Simpkins
Assistant-Cashier President

CL RK	$ 10.50
STAMP	66.00
TOTAL	$ 76.50

LIBER 14 PAGE 41

ESC/nlj//9/17/81/1&1/

LIBER 14 PAGE 42

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
	*	QUEEN ANNES COUNTY, MARYLAND
VS.	*	
JOHN L. KOZUR and ELIZABETH KOZUR, his wife Church Hill, Maryland 21623	*	EQUITY NO. 6979
	*	

* * * * *

STATEMENT OF MORTGAGE INDEBTEDNESS

The Statement of the Mortgage Indebtedness of Ernest S. Cookerly, Assignee, Court Street, Chestertown, Maryland, under the first mortgage from John L. Kozur and Elizabeth Kozur, his wife, to The Chestertown Bank of Maryland, dated March 25, 1977, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 117, Folio 278, assigned to Ernest S. Cookerly, for foreclosure and collection on September 15, 1981, and under a second mortgage from John L. Kozur and Elizabeth Kozur, his wife, to The Chestertown Bank of Maryland, dated July 7, 1978, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber E.H.P. No. 137, Folio 662, assigned to Ernest S. Cookerly, for foreclosure and collection on September 15, 1981, are as follows:

First Mortgage

Balance of unpaid principal	17,779.95	
Interest due to September 15, 1981	1,509.60	19,289.55
Interest will accrue at the rate of $4.44 per diem from September 15, 1981		

Second Mortgage

Balance of unpaid principal	29,531.10	
Interest due to September 15, 1981	2,771.60	32,302.70
Interest will accrue at the rate of $8.20 per diem from September 15, 1981		51,592.25

STATE OF MARYLAND, COUNTY OF QUEEN ANNES, to wit:

I HEREBY CERTIFY, that on this 17th day of September, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ernest S. Cookerly, Assignee for The Chestertown Bank of Maryland, and made oath in due form of law that the aforegoing Statement of Mortgage Indebtedness is a true statement of the amount due from the

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

said John L. Kozur and Elizabeth Kozur, his wife, to The Chestertown Bank of Maryland under the aforementioned mortgages and that neither your Affiant nor the said The Chestertown Bank of Maryland has received any security or satisfaction therefor, other than the said mortgages in said statements mentioned, and that the said Affiant has been duly authorized by The Chestertown Bank of Maryland to make this oath.

AS WITNESS my hand and Notarial Seal.

Nancy Lee Jewell
Notary Public

NANCY LEE JEWELL NOTARY PUBLIC QUEEN ANNE'S CO., MD.

My commission expires:

July 1, 1982.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ESC/nlj/9/17/81/1&1/

LIBER 14 PAGE 44

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
	*	QUEEN ANNES COUNTY, MARYLAND
VS.	*	
JOHN L. KOZUR and ELIZABETH KOZUR, his wife Church Hill, Maryland 21623	*	EQUITY NO. 6979

* * * * * * * *

STATE OF MARYLAND, COUNTY OF QUEEN ANNES, to wit:

I HEREBY CERTIFY, that on this 17th day of September, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ernest S. Cookerly, Attorney for The Chestertown Bank of Maryland, and made oath in due form of law that he knows the defendants herein and that to the best of his knowledge, information and belief:

1. Said defendants are not in the military service of the United States.

2. Said defendants are not in the military service of any nation allied with the United States.

3. Said defendants have not been ordered to report for induction under the Selective Training and Service Act.

4. Said defendants are not a member of the Enlisted Reserve Corps who have been ordered to report for military service.

Ernest S. Cookerly, Assignee

Sworn to before me this 17th day of September, 1981.

NANCY LEE JEWELL NOTARY PUBLIC QUEEN ANNES COUNTY

Nancy Lee Jewell

My commission expires:
July 1, 1982.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ESC/nlj/9/17/81/1&2/

LIBER 3 PAGE 156

Equity #6979

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Ernest S. Cookerly, of Kent County, State of Maryland, as Principal, and Selected Risks Insurance Company, a body corporate, duly incorporated under the Laws of the State of New Jersey, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifty-one Thousand Six Hundred ($51,600.00) Dollars, to be paid to the State, or its certain attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our, and each of our heirs, executors, administrators, successors, or assigns, jointly and severally, firmly by these presents.

SEALED with our seals, and dated this 17th day of September, in the year of our Lord, nineteen hundred and eighty-one.

WHEREAS, the above bounden Ernest S. Cookerly, by virtue of the power contain in a first mortgage from John L. Kozur and Elizabeth Kozur, his wife, to The Chestertown Bank of Maryland, dated March 25, 1977, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 117, Folio 278, etc., and which was assigned on the 15th day of September, 1981, to Ernest S. Cookerly, Attorney, for the purpose of foreclosure and collection, and

WHEREAS, the above bounden Ernest S. Cookerly, by virtue of the power contained in a second mortgage from John L. Kozur and Elizabeth Kozur, his wife, to The Chestertown Bank of Maryland, dated July 7, 1978, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 137, Folio 662, etc., and which was assigned on the 15th day of September, 1981, to Ernest S. Cookerly, Attorney, for the purpose of foreclosure and collection; and

WHEREAS, the said Ernest S. Cookerly is about to sell the land and premises described in said mortgages, default having been made in the payment of the money, as specified, and in the conditions and covenants contained in the aforesaid mortgages.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Ernest S. Cookerly does and shall well and truly and faithfully perform the trust reposed in him under the assignments of the mortgages aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden Ernest S. Cookerly has hereunto set his hand and seal, and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first hereinabove written.

Signed, sealed, and delivered
in the presence of:

Nancy Lee Jewell — Ernest S. Cookerly (SEAL)
PRINCIPAL

SELECTED RISKS INSURANCE COMPANY

Nancy Lee Jewell — BY: Ernest S. Cookerly (SEAL)
Attorney-in-Fact

SURETY

Bond filed and Surety approved Sept. 18, 1981

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

LIBER 14 PAGE 45

LIBER 14 PAGE 46

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 156, 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 18th day of September, 1981.

Marguerite W. Mankin

Clerk of the Circuit Court for Queen Anne's County

ESC/nlj/10/6/81/1&1/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
	*	QUEEN ANNE'S COUNTY, MARYLAND
VS.	*	
JOHN L. KOZUR and ELIZABETH KOZUR, his wife Church Hill, Maryland 21623	*	EQUITY NO. 6979

* * * * *

AFFIDAVIT AS TO SERVICE

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

Before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, aforesaid, personally appeared Ernest S. Cookerly, Attorney Assignee, who, being duly sworn, deposes and says:

That a registered letter was mailed on October 1, 1981, addressed to Mr. John L. Kozur, Church Hill, Maryland 21623, being registered no. 759, return receipt requested, the receipt of which is appended hereto and made a part hereof. Said letter was delivered to the addressee on October 2, 1981, as indicated on the receipt which is appended hereto and made a part hereof.

That a registered letter was mailed on October 1, 1981, addressed to Mrs. John L. Kozur, Church Hill, Maryland 21623, being registered no. 760, return receipt requested, the receipt of which is appended hereto and made a part hereof. Said letter was delivered to the addressee on October 2, 1981, as indicated on the receipt which is appended hereto and made a part hereof.

That said letters gave the time, place and terms of the sale and were not sent earlier than 20 days nor later than 5 days prior to the sale.

I hereby certify that the provisions of W74C have been complied with.

Ernest S. Cookerly

Subscribed and sworn to before me this 6th day of October, 1981.

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT -7 AM 10 33
QUEEN ANNE'S COUNTY

Elizabeth Ann Jewell

My commission expires:
July 1, 1982.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

LIBER 14 PAGE 48

PS Form 3811, Jan. 1979

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:
L. L. Kozey

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
759		

(Always obtain signature of addressee or agent)

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

4. Suzanne Kozey
DATE OF DELIVERY 10-2-81

POSTMARK CHURCH HILL, MD OCT 2 1981 USPO

5. ADDRESS (Complete only if requested)
/

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS 78

☆GPO : 1979-300-459

PS Form 3811, Jan. 1979

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:
Mrs. L. L. Kozey

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
760	—	

(Always obtain signature of addressee or agent)

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

4. Suzanne Kozey
DATE OF DELIVERY 10-2-81

POSTMARK CHURCH HILL, MD OCT 2 1981 USPO

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS 78

☆GPO : 1979-300-459

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ESC/nlj/10/19/81/1&1/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
	*	QUEEN ANNE'S COUNTY, MARYLAND
VS.	*	
JOHN L. KOZUR and ELIZABETH KOZUR, his wife Church Hill, Maryland 21623	*	EQUITY NO. 6979
	*	

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of real estate was made by Ernest S. Cookerly, Attorney Assignee, respectfully shows:

That default having occurred in the terms of a first mortgage from John L. Kozur and Elizabeth Kozur, his wife, to The Chestertown Bank of Maryland, dated March 25, 1977, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 117, Folio 278, and default having occurred in the terms of a second mortgage from John L. Kozur and Elizabeth Kozur, his wife, to The Chestertown Bank of Maryland, dated July 7, 1978, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 137, Folio 662, and which were assigned unto Ernest S. Cookerly, Attorney, on September 15, 1981, for the purpose of foreclosure and collection; the undersigned, after docketing suit for foreclosure and after advertising the mortgaged premises and real estate for sale in the Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, aforesaid, once in each of three (3) successive weeks before the 17th day of October, 1981, and in accordance with the certificate of publication of the advertisement of the sale previously filed herein, and after filing in this cause his bond to the State of Maryland, with surety approved by the Clerk of this Honorable Court, did attend, on the premises in Church Hill, in the Second Election District of Queen Anne's County, Maryland, on Saturday, October 17, 1981, at 11:00 A.M., and after reading the attached advertisement, and having the auctioneer cry the sale, did offer the property for sale and did sell the same to Stephen Carl Fleegle, at and for the sum of Twenty Thousand ($20,000.00) Dollars, said real estate being described as follows:

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ALL those lots or parcels of ground situate and lying in the Town of Church Hill in the Second Election District of Queen Anne's County, Maryland, and described as follows; to wit:

ALL those two adjoining lots or tracts of land, hereinafter described as Lot No. 1 and Lot No. 2, lying on the west side of the public road leading through said town to Chestertown (Lot No. 1 fronts on said public road and Lot No. 2 adjoins Lot No. 1 to the rear thereof) more fully described as follows:

LOT NO. 1: BEGINNING for the same at a stone set in the ground at the northeast corner of the property of Theodore Walbert and running thence north with the said public road to the property of Maurice Smith a distance of 48 feet, more or less; thence with the property of said Maurice Smith a distance of 140 feet, more or less; thence south with the line of Lot No. 2 hereinafter mentioned, a distance of 48 feet, more or less, thence easterly with the property of Theodore Walbert a distance of 140 feet, more or less, to the beginning.

LOT NO. 2: BEGINNING for the same at a stone set in the ground at the northwesterly corner of the lot described above as Lot No. 1, and running thence westerly 52½ feet, more or less, to the lands of Mrs. Edna P. Hollingsworth; thence southerly by and with said Hollingsworth lands 109 feet, more or less, to lands now or formerly owned by F. M. Everett, thence easterly with the said Everett lands a distance of 57 feet, more or less, to the lands of Theodore Walbert, thence northerly with the last mentioned property and Lot No. 1 above mentioned and distance of 106 feet, more or less, to the beginning.

BEING the same parcels of land conveyed to John L. Kozur and Elizabeth Kozur, his wife, by David Boyd, Sr. and Sara E. Boyd, his wife, by deed dated October 3, 1968, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 37, Folio 536.

The purchaser having complied with the terms of sale, as advertized, and it is believed that he will further comply with the other terms of sale, upon ratification of the sale by the Court.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

The Report states the amount of sale to be Twenty Thousand ($20,000.00) Dollars.

Respectfully submitted,

Ernest S. Cookerly, Attorney Assignee

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

I HEREBY CERTIFY, that on this 21st day of October, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ernest S. Cookerly, Attorney Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale of real estate are true to the best of his knowledge, information and belief, and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Nancy Lee Jolliffe
Notary Public

NANCY LEE JOLLIFFE
NOTARY
QUEEN ANNE'S CO., MD.

My commission expires:

July 1, 1982.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ESC/nlj/10/17/81//1&1/

LIBER 14 PAGE 52

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
	*	QUEEN ANNE'S COUNTY, MARYLAND
VS.	*	
JOHN L. KOZUR and ELIZABETH KOZUR, his wife Church Hill, Maryland 21623	*	EQUITY NO. 6979

****

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this 17th day of October, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Stephen Carl Flowers, purchaser of the John L. Kozur and Elizabeth Kozur property in the Town of Church Hill, Second Election District of Queen Anne's County, Maryland, from the Assignee in this cause and made oath in due form of law:

1. That Stephen Carl Flowers is the purchaser and is not an agent for any one.

2. That no others are interested as principals.

3. That Stephen Carl Flowers has not directly or indirectly discouraged any one from bidding for said property.

AS WITNESS my hand and Notarial Seal.

Stephen Carl Flowers

H. Thomas Williams
Notary Public

My commission expires:
[illegible]

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT 22 AM 9:47
QUEEN ANNE'S COUNTY

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

Centreville, Md. 10-15 19 81

We Hereby Certify

That the annexed advertisement of ATTORNEY 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 17th day of October 19 81 And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 30th day of September 19 81, and the last insertion on the 14th day of October 19 81.

Publishers, Record Observer

Per Marjorie Freeman

FILED
CLERK, CIRCUIT COURT
1981 OCT 22 AM 9:47
QUEEN ANNE'S COUNTY

ERNEST S. COOKERLY

ATTORNEY ASSIGNEE'S SALE

Under and by virtue of a Power of Sale contained in a first mortgage from John L. Kozur and Elizabeth Kozur, his wife, to The Chestertown Benk of Maryland, dated March 25, 1977, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 117, Folio 278, and under and by virtue of a Power of Sele contained in a second mortgage from John L. Kozur and Elizabeth Kozur, his wife, to The Chestertown Bank of Maryland, dated July 7, 1978, and recorded among the Lend Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 137, Folio 662, and which were assigned unto Ernest S. Cookerly, Attorney, on September 15, 1981, for foreclosure and collection, (Equity No. 6979), default having been made by the said Mortgagors in complying with the terms thereof, the said Ernest S. Cookerly, Attomey Assignee, will offer the following described property for sale at public auction, on the premises, on

Sat., Oct. 17, 1981
At 11:00 A.M.

The property is improved with a two story frame dwelling with seven (7) rooms and one and one-half (1½) baths. The first floor consists of a living room, kitchen, one-half (½) bath, laundry room and foyer. The second floor consists of four (4) bedrooms and one (1) bath. The dwelling also has a basement, ettic and porch. It has hot water baseboard heat, well and septic field.

ALL those lots or parcels of ground situate and lying in the Town of Church Hill in the Second Election District of Queen Anne's County, Maryland, and described as follows; to wit:

ALL those two adjoining lots or tracts of land, hereinafter described as Lot No. 1 and Lot No. 2, lying on the west side of the public road leading through said town to Chestertown (Lot No. 1 fronts on said public road and Lot No. 2 edjoins Lot No. 1 to the rear thereof) more fully described as follows:

LOT NO. 1: BEGINNING for the same at e stone set in the ground at the northeast corner of the property of Theodore Walbert and running thence north with the said public road to the property of Maurice Smith a distance of 48 feet, more or less; thence with the proparty of seid Maurice Smith a distance of 140 feet, more or less; thence south with the line of Lot No. 2 herinafter mentioned, a distance of 48 feet, more or less, thance easterly with the property of Theodore Walbert a distance of 140 feet, more of less, to the beginning.

LOT NO. 2: BEGINNING for the same et a stone set in the ground at the northwesterly corner of the lot described above as Lot No. 1, and running thence westerly 52½ feet, more or less, to the lands of Mrs. Edne P. Hollingsworth; thence southerly by and with said Hollingsworth lands 109 feet, more or less, to lands now or formerly owned by F.M. Everett, thence easterly with the said Everett lands a distance of 57 feet, more or less, to the lands of Theodore Walbert, thence northerly with the last mentioned property end Lot No. 1 ebove mentioned and distence of 106 feet, more or less, to the beginning.

BEING the same percels of land conveyed to John L. Kozur and Elizabeth Kozur, his wife, by David Boyd, Sr. and Sara E. Boyd, his wife, by deed dated October 3, 1968, and recorded among the Land Records for Queen Anne's County, Merylend, in Libar C.W.C. No. 37, Folio 536.

TERMS OF SALE: A deposit of Five Thousand ($5,000.00) Dollars in cash or certified check et the time of sale, balance due in cash or by certified check at the time of settlement which shall take place upon the retificetion of the sale by the Circuit Court for Queen Anne's County, Meryland. The balance due to bear interest et the rate of 12% per annum from the date of tha sale. All conveyancing, recording, revenue stamps, transfer taxes to be paid by purchasers. Purchasers will be given possession upon ratification of sale by the Circuit Court for Queen Anne's County, Maryland. At the time and plece of sale, purchasers will be required to make affadavit as required by Rule BR 6 b 3 of the Meryland Rules of Procedure.

ERNEST S. COOKERLY, ATTORNEY ASSIGNEE
Court Street
Chestertown, Maryland 21620
Telephone: 778-2112
Auctioneer: Norman Dixon

RO-9-30-3t-045

ORDER NISI ON SALE

ERNEST S. COOKERLY, Assignee vs. JOHN L. KOZUR and ELIZABETH KOZUR, his wife	In the Circuit Court for Queen Anne's County In Equity Cause No. 6979

ORDERED, this 22nd day of October, 19 81, that the sale of the real property, made and reported in this cause by Ernest S. Cookerly, Attorney Assignee, be ratified and confirmed, on or after the 23rd 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 16th day of November, 19 81.

The report states the amount of sales to be $ 20,000.00.

Marguerite H. Menkin Clerk

Filed October 22, 1981

ESC/nlj/10/19/81/1&1/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
	*	QUEEN ANNE'S COUNTY, MARYLAND
vs.	*	
JOHN L. KOZUR and ELIZABETH KOZUR, his wife Church Hill, Maryland 21623	*	EQUITY NO. 6979
	*	

* * * * *

MEMORANDUM OF SALE

I, JESSE DIXON, certify that I was the auctioneer at the mortgage foreclosure sale in the matter of Ernest S. Cookerly, Attorney Assignee vs. John L. Kozur and Elizabeth Kozur, his wife, and that the property was sold on October 17, 1981, to Stephen Carl Fleegle for Twenty Thousand ($20,000.00) Dollars.

AS WITNESS my hand and seal this 22nd day of October, 1981.

Witness:

Mary E. Dixon

Jesse Dixon (SEAL)
Jesse Dixon

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT 26 AM 9 16
QUEEN ANNE'S COUNTY

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

ESC/nlj/10/23/81/1&1/

LIBER 14 PAGE 56

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
	*	QUEEN ANNE'S COUNTY, MARYLAND
VS.	*	
JOHN L. KOZUR and ELIZABETH KOZUR, his wife Church Hill, Maryland 21623	*	EQUITY NO. 6979

* * * * *

PETITION FOR AUCTIONEER FEES

TO THE HONORABLE, THE JUDGE OF SAID COURT:

This Petition for Auctioneer Fees by Ernest S. Cookerly, Attorney Assignee, respectfully shows:

1. That the subject matter of the within foreclosure proceedings was a two story dwelling in fair condition.

2. That the real estate was located in Church Hill, Maryland, and the sale was conducted on the premises.

3. That the auctioneer, Jesse Dixon, traveled to Church Hill on a Saturday for the purpose of conducting the sale.

4. That the real estate sold for Twenty Thousand ($20,000.00) Dollars and the minimum fee allowed under Local Rule 1300 would amount to Fifty ($50.00) Dollars. That your Petitioner and auctioneer feel that the minimum fee allowed under Section 1300 is inadequate.

5. That the auctioneer, Jesse Dixon, and your Petitioner are of the opinion that One Hundred Twenty-five ($125.00) Dollars would be fair compensation for the services rendered.

6. That your Petitioner hereby requests that this Honorable Court pass an Order authorizing your Petitioner to pay the sum of One Hundred Twenty-five ($125.00) Dollars to Jesse Dixon for his services.

AND, as in duty bound, etc.

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT 26 AM 9 16
QUEEN ANNE'S COUNTY

Ernest S. Cookerly, Attorney Assignee

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

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

I HEREBY CERTIFY, that on this 23rd day of October, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ernest S. Cookerly, Attorney Assignee, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition for Auctioneer Fees are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Nancy Lee Jewell
Notary Public

NANCY LEE JEWELL NOTARY PUBLIC QUEEN ANNE'S CO. MD.

My commission expires:

July 1, 1982.

ORDER OF COURT

ORDERED by the Circuit Court for Queen Anne's County, in Equity, this 26th day of October, 1981, that the fees for the auctioneer, Jesse Dixon, in the amount of One Hundred Twenty-five ($125.00) Dollars is hereby ~~approved~~ allowed as a proper expense for the sale of the real estate, subject to exception to its allowance in the auditor's report and account of the proceeds of sale.

Taylor C. Carter
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT 26 PM 3:42
QUEEN ANNE'S COUNTY

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

Centreville, Md. 11-11 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 16th day of November 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 28th day of October 19 81, and the last insertion on the 11th day of November 19 81.

Publishers, Record Observer

Per Marjorie Freeman

ORDER NISI ON SALE
ERNEST S. COOKERLY,
Assignee
vs.
JOHN L. KOZUR and ELIZABETH KOZUR, his wife
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6379

ORDERED, this 22nd day of October, 1981, that the sale of the real property, made and reported in this cause by Ernest S. Cookerly, Attorney Assignee, be ratified and confirmed, on or after the 23rd 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 16th day of November, 1981.

The report states the amount of sales to be $20,000.00.

MARGUERITE W. MANKIN,
Clerk
True Copy, Test:
Marguerite W. Mankin,
Clerk
By: Betty M. Comegys,
Deputy Clerk
Filed: October 22, 1981.

RO-10-28-3t-032

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV 19 AM 9:45
QUEEN ANNE'S COUNTY

esc/nlj/10/26/81/1&1/

ERNEST S. COOKERLY, ASSIGNEE Court Street Chestertown, Maryland 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
JOHN L. KOZUR and ELIZABETH KOZUR, his wife Church Hill, Maryland 21623	*	EQUITY NO. 6979

* * * * * * *

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 30th day of November, 1981, that the sale of the real estate made and reported in this cause by Ernest S. Cookerly, Attorney Assignee, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given, as required by the preceding Order Nisi, and the said Ernest S. Cookerly, Attorney Assignee, is allowed the usual commissions and proper expenses, not personal, as he shall produce vouchers to the auditor.

Clayton C. Carter
JUDGE

RECORDED
CLERK, CIRCUIT COURT
1981 DEC -1 AM 8:30
QUEEN ANNE'S COUNTY

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ERNEST S. COOKERLY	:	
Assignee	:	
v.	:	Chancery #~~6959~~ 6979
JOHN L. KOZUR ELIZABETH KOZUR	:	
	:	

: : : : :

ACCOUNT OF AUDITOR AND PROPOSED DISTRIBUTION

PROCEEDS OF FORECLOSURE SALE				
Sale Price			$ 20,000.00	
Interest on $15,000 at 12% from 10/17 to 12/15 59 days at $4.9315 per day			290.96	
Real property taxes			193.49-	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION				$ 20,097.47
COMMISSIONS payable to Assignee			$ 1,150.00	
ATTORNEY FEES, per Mortgages			200.00	
EXPENSES OF SALE				
Court costs	$	159.50		
Advertising				
Notices of sale		379.49		
Report of sale		61.44		
Bond premium		206.00		
Auctioneer fee (per Order)		125.00		
Certified mail		8.06		
Notary Public		7.00	946.49	
AUDITOR'S FEE AND COSTS				
Fee for audit	$	45.00		
Postage & xerox		1.36	46.36	2,342.85-
AVAILABLE FOR DISTRIBUTION				$ 17,754.62
INDEBTEDNESS UNDER MORTGAGES				
Principal, Mortgage #1	$	17,779.95		
Interest at 9% ($4.44)				
340 days to 9/15		1,509.60		
92 days to 12/16		408.48	$ 19,698.03	
Principal, Mortgage #2	$	29,531.10		
Interest at 10% ($8.20)				
338 days to 9/15		2,771.60		
92 days to 12/16		754.40	33,057.10	
TOTAL OWED UNDER MORTGAGES				$ 52,755.13
DISTRIBUTION TO LENDER				17,754.62-
DEFICIT				$ 35,000.51-

NOTICE

The attached Account was filed on the 18th 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 #6979. 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 18th 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:

Ernest S. Cookerly, Esquire
Post Office Box 224
Chestertown, Maryland 21620

John L. Kozur
Church Hill, Maryland 21623

Elizabeth Kozur
Church Hill, Maryland 21623

John W. Sause, Jr.
Auditor

ERNEST S. COOKERLY, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6979
JOHN L. KOZUR, et ux.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 18th day of December, 1981, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 5th 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. Mankin Clerk

Filed Dec. 18, 1981

	*	IN THE CIRCUIT COURT
ERNEST S. COOKERLY, Assignee	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6979
	*	
JOHN L. KOZUR, et ux.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 5th day of January, 1982, by the Court that the account of the Auditor is finally ratified and confirmed, and Ernest S. Cookerly, Assignee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Mankin Clerk

Filed January 5, 1982

LIBER 14 PAGE 64

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

JOHN T. BELL, FRANK S. CORNELIUS, and UNION HOME LOAN CORPORATION	:	
Plaintiff	:	
vs.	:	EQUITY NO. 6992
GEORGE E. KELLAS, JR. and SANDRA S. KELLAS, his wife	:	
Defendant	:	

OCT -2-81 * 26977 *****6 00
OCT -2-81 A 26977 *****6 00

LINE

TO THE CLERK:

Please docket suit in the above entitled matter and file the attached Statement of Mortgage Debt, Military Affidavit, original Mortgage instrument, and original Note.

BELL, CORNELIUS & SHORE

BY: Frank S. Cornelius
FRANK S. CORNELIUS
Attorneys for Plaintiffs
702 Russell Avenue, Suite 105
Lakeforest Office Building
Gaithersburg, Maryland 20877
258-5252

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

JOHN T. BELL, FRANK S. CORNELIUS, and UNION HOME LOAN CORPORATION	:	
Plaintiff	:	
vs.	:	EQUITY NO. 6992
GEORGE E. KELLAS, JR. and SANDRA S. KELLAS, his wife	:	
Defendants	:	

MILITARY AFFIDAVIT
Under Soldier' and Sailors' Civil Relief Act of 1940 and
Amendment Thereto of October 6, 1942

STATE OF MARYLAND, COUNTY OF MONTGOMERY, SS:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDWARD M. HILL, II, Assistant Vice President of Union Home Loan Corporation, and made oath in due form of law that he knows the Defendants herein, and that to the best of his information, knowledge and belief:

1. Said Defendants are not in the military service of the United States.

2. Said Defendants are not in the military service of any nation allied with the United States.

3. Said Defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940, as amended.

4. Said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

UNION HOME LOAN CORPORATION

BY: Edward M. Hill
EDWARD M. HILL, II
Assistant Vice President

Subscribed and Sworn to before me this 22 day of September, 1981.

Karyn Lee Burdette
Notary Public - Montgomery County
My Commission Expires: July 1, 1982

KARYN LEE BURDETTE NOTARY PUBLIC MONTGOMERY COUNTY, MARYLAND

BELL, CORNELIUS & SHORE
BELL TOWER BUILDING, 101 WEST JEFFERSON STREET, ROCKVILLE, MARYLAND 20850
BELL HOUSE, 108 SOUTH WASHINGTON STREET, ROCKVILLE, MARYLAND 20850
105 LAKEFOREST BUILDING, 702 RUSSELL AVE., GAITHERSBURG, MARYLAND 20760

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

JOHN T. BELL, FRANK S. CORNELIUS, and UNION HOME LOAN CORPORATION	:	
Plaintiff	:	
vs.	:	EQUITY NO. 6992
GEORGE E. KELLAS, JR. and SANDRA S. KELLAS, his wife	:	
Defendants	:	

STATEMENT OF MORTGAGE DEBT

STATE OF MARYLAND, COUNTY OF MONTGOMERY, SS:

I HEREBY CERTIFY that on this 22 day of September, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDWARD M. HILL, II, Assistant Vice President of Union Home Loan Corporation, the Mortgagee under secured Mortgage from George E. Kellas, Jr. and Sandra S. Kellas, his wife, recorded in Liber 140 at folio 528, among the Land Records of Queen Anne's County, Maryland, and made oath in due form of law that the following facts are true:

That there is one (1) Mortgage and Note in the above entitled case, that the said Mortgage and Note are dated September 6, 1978, in the original principal sum of Eleven Thousand Forty-Five and 25/100 Dollars ($11,049.25), bearing interest at the rate of twelve per cent (12%) per annum, repayable in one hundred twenty (120) monthly installments of One Hundred Fifty-Eight and 52/100 Dollars ($158.52), the first payment due October 15, 1978, and the final payment due on September 15, 1988. That the principal balance due on said Mortgage and Note is the sum of Nine Thousand One Hundred Seventy-Two and 96/100 Dollars ($9,172.96), and that interest thereon in the amount of Two Hundred Sixty-Two and 75/100 Dollars ($262.75) is due and unpaid, said interest being computed through September 9, 1981. That interest is due and payable thereafter at the rate of $3.0474 per diem. That additionally late charges are due on this account in the amount of Seven and 93/100 Dollars ($7.93) each, for the months of

BELL, CORNELIUS & SHORE
BELL TOWER BUILDING, 101 WEST JEFFERSON STREET, ROCKVILLE, MARYLAND 20850
BELL HOUSE, 108 SOUTH WASHINGTON STREET, ROCKVILLE, MARYLAND 20850
105 LAKEFOREST BUILDING, 702 RUSSELL AVE., GAITHERSBURG, MARYLAND 20760

July, August and September, and will accrue on the 25th of each month thereafter until paid.

UNION HOME LOAN CORPORATION

BY: Edward M. Hill II

EDWARD M. HILL, II
Assistant Vice President

Subscribed and Sworn to before me the date first above written.

Karen Lee Burdette

Notary Public - Montgomery County
My Commission Expires July 1, 1983

NOTARY PUBLIC MONTGOMERY COUNTY, MARYLAND

BELL, CORNELIUS & SHORE
BELL TOWER BUILDING, 101 WEST JEFFERSON STREET, ROCKVILLE, MARYLAND 20850
BELL HOUSE, 103 SOUTH WASHINGTON STREET, ROCKVILLE, MARYLAND 20850
105 LAKEFOREST BUILDING, 702 RUSSELL AVE., GAITHERSBURG, MARYLAND 20760

FEE SIMPLE DOCUMENT NO. 94,924 LIBER 140 PAGE 528

SECOND MORTGAGE

LIBER 14 PAGE 68

02-8405

THIS MORTGAGE, made this 6th day of September 19 78 by and between GEORGE E. KELLAS, JR. and SANDRA S. KELLAS, his wife

(the "Mortgagor") and UNION HOME LOAN CORPORATION, a body corporate (the "Mortgagee").

WHEREAS, the Mortgagor is justly indebted unto the Mortgagee in the sum of Eleven Thousand Forty-Nine and 25/100 Dollars ($ 11,049.25), (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 Sept. 15, 1988 .

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 piece, parcel or tract of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, being a part of the Sarah E. Skipper lands, and being more particularly described as follows, that is to say:

BEGINNING at a concrete monument set on the Easterly line of River Road (50 foot wide) 200 feet Southerly from a concrete monument set at the Southeasterly corner of the intersection of River Road and Skipper Road, and running:

(1) Thence by and with a division of other lands South 73 deg. 42 min. East -- 250.70 feet to a concrete monument.

(2) Thence by and with a division line herein established for the lands to be conveyed South 07 deg. 56 min. East -- 198.90 feet to a concrete monument set on the division line of Tracts "C" and "D" of the Harry P. Skipper Farm.

(3) Thence by and with the said division line South 32 deg. 08 min. West -- 96.50 feet to the Marsh edge and to the lands of James T. Anthony, III, et ux.

(4) Thence by and with the edge of Marsh and the said Anthony lands the equivalent of North 06 deg. 15 min. West -- 210.00 feet to a concrete monument set on the Easterly line of River Road.

(5) Thence by and with the line of River Road North 08 deg. 35 min. West -- 258.00 feet to the point of beginning. Containing 1.45 Acres of land, more or less, in accordance with a survey and plat prepared by J.B. Metcalfe, Registered Engineer, dated February, 1970, a copy of which said plat is filed in Liber 46 folio 513, among the Land Records of Queen Anne's County, Maryland.

RECEIVED
CLERK CIRCUIT COURT
1978 SEP 13 PM 3 1
QUEEN ANNE'S COUNTY

SEP 13-78 * 29707 *****48.30
SEP 13-78 A 29707 *****36.30
SEP 13-78 A 29706 *****12.00

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 February 2 , 1978 , and recorded among the Land Records of Queen Anne's County, Maryland in Liber No. 131 ,Folio 361

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 prior mortgage/deed of trust hereinabove 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 consent 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 The Real Property Article of the Maryland Annotated Code, 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 (i) declare his assent to the passing of a decree for the sale of property after a default shall have occurred as aforesaid and (ii) authorize the Mortgagee or John T. Bell, Frank S. Cornelius, 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 ratification 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 Three Hundred & No/100 Dollars ($ 300.00) 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 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 the counsel fee above referred to and one/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 the docketing and filing of the suit for foreclosure 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 The Real Property Article of the Maryland Annotated Code.

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 herein, 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 operation of law or otherwise. The terms "Mortgagee" and "Mortgagor" as used herein shall include the heirs, personal representatives, successors, and assigns of the party so designated. It is 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 future exercises thereof or the exercise of any right or remedy.

LIBER 140 PAGE 530

LIBER 14 PAGE 70

The Mortgagor certifies that prior to the execution of this Mortgage he has received a fully executed agreement as to the contractual 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:

Russell A. White ..... (SEAL)
Witness as to both GEORGE E. KELLAS, JR.

Sandra S. Kellas ..... (SEAL)
SANDRA S. KELLAS

..... (SEAL)

..... (SEAL)

STATE OF MARYLAND
(City/County), to wit:

STATE OF MARYLAND
MONTGOMERY (City/County), to wit:

On this 6th day of September, 1978, before me, the undersigned officer, personally appeared George E. Kellas, Jr. and Sandra S. Kellas

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.

Russell A. White
Notary Public

My Commission expires: July 1, 1982

STATE OF MARYLAND
MONTGOMERY (City/County), to wit:

On this 6th day of September, 1978, before me, the undersigned officer, personally appeared Frank S. Cornelius, Attorney and Agent for Union Home Loan Corporation, the Mortgagee, and made oath for and on behalf of the Mortgagee in due form of law that the condition mentioned 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.

Russell A. White
Notary Public

My Commission expires: July 1, 1982

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.

Frank S. Cornelius
FRANK S. CORNELIUS Attorney

UHLC 116B

02-8405

MORTGAGE NOTE

$ 11,049.25 September 6 ,1978

FOR VALUE RECEIVED, the undersigned (the "Maker") promises to pay to UNION HOME LOAN CORPORATION (the "Payee"), or order, the sum of Eleven Thousand Forty-Nine and 25/100 Dollars ($ 11,049.25), bearing interest at the rate of (12 %) percentum per annum, repayable in 120 monthly installments of One Hundred Fifty-Eight and 52/100 Dollars ($ 158.52) each beginning on October 15, 1978 , and continuing on the same date of each month thereafter. The entire indebtedness, both principal and accrued interest, shall be due and payable in full on September 15, 1988.

Default in the payment of any installment under this Note, when such installment becomes due and payable, shall cause all remaining unpaid installments to immediately become due and payable at the option of the holder of this Note.

In the event Maker defaults in any payment, a late charge of Two Dollars (2.00) or five percent (5%) of the monthly payment (whichever is greater) may be assessed after ten (10) days' delinquency.

Maker may satisfy in full at any time before maturity the amount of the balance due hereunder, in such event, the Maker shall pay interest on the principal balance only to the date of prepayment.

All payments, including late charges, shall be made to Payee at Baltimore, Maryland, or at such other place as may be designated in writing by the holder hereof from time to time.

Maker and all endorsers and guarantors severally waive presentment, protest and notice of dishonor, and expressly agree that the maturity of this Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of the Maker or any endorsers or guarantors hereof.

TEST:

Witness as to both

MAKER:

GEORGE E. KELLAS, JR.

SANDRA S. KELLAS

This note is secured by Mortgage of even date herewith on 1.45 acres, River Road, Kingstown, Queen Anne's County, Maryland.

(City/County), Maryland.

UHLC 115 (REV. 5/77)

LIBER 14 PAGE 72 3 168

St. Paul Property & Liability Insurance

Bond No. 1901281

IN THE CIRCUIT COURT COUNTY OF QUEEN ANNE

Equity # 6992

STATE OF MARYLAND

John T. Bell and
Frank S. Cornelius and
Union Home Loan Corporation

versus

George E. Kellas and
Sandra S. Kellas

BOND OF TRUSTEE TO SELL
E 6992

KNOW ALL MEN BY THESE PRESENTS: That we, Frank S. Cornelius as Principal ___,

and the ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a corporation of the State of Minnesota, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eleven Thousand Five Hundred and 00/100----------

Dollars ($ 11,500.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 22nd day of October 19 81.

WHEREAS THE ABOVE BOUNDEN Frank S. Cornelius

by virtue of a decree of the Honorable the Judge of the Circuit Court County of Queen Anne

ha s been appointed trustee ___ to sell ___

mentioned in the proceedings in the case of

Real Property:
River Road
Kingstown, Maryland 21620

John T. Bell and Frank S. Cornelius and
Union Home Loan Corporation
versus
George E. Kellas and
Sandra S. Kellas

now pending in said Court.

Frank S. Cornelius

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden ___ 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 remian in full force and virtue in law.

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

Frank S. Cornelius (SEAL)

(SEAL)

(SEAL)

RECEIVED
CLERK
1981 OCT 23 AM 10 02
QUEEN ANNE'S COUNTY

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By William C. Phelps

William C. Phelps, attorney-in-fact
8945 N Westland Drive, Gaithersburg, Md 20877

Surety approved and Bond Filed Oct. 23, 1981.

(DPD) Ed. 5-76 Printed in U.S.A.

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

I HEREBY CERTIFY, that the aforegoing is truly taken and copied from Liber MWM No. 3, folio 168, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 23rd day of October, 1981.

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

LIBER 14 PAGE 74

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

JOHN T. BELL and FRANK S. CORNELIUS and UNION HOME LOAN CORPORATION	:	
Plaintiff	:	
vs.	:	EQUITY NO. 6992
GEORGE E. KELLAS, JR. and SANDRA S. KELLAS, his wife	:	
Defendants	:	

AFFIDAVIT IN COMPLIANCE WITH MARYLAND RULE W74a2(c)

STATE OF MARYLAND, COUNTY OF MONTGOMERY, SS:

I HEREBY CERTIFY that on this 23 day of October, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Frank S. Cornelius, known to me as the Attorney named in the Mortgage, who made oath in due form of law that he complied with the provisions of Maryland Rule W74a2(c) by personally mailing on the 15th day of October, 1981, by Registered Mail Nos. 3696 and 3697, to George E. Kellas, Jr. and Sandra S. Kellas, at their last known address, a notice of the time, place and terms of sale as per a photocopy of said letters and notices which are attached hereto and prayed to be made a part hereof. Said notices having been sent not earlier than twenty (20) days and not later than five (5) days before the sale date.

FRANK S. CORNELIUS

Subscribed and Sworn To before me the date first above written.

Notary Public

My Commission Expires July 1, 1982

BELL, CORNELIUS & SHORE
BELL TOWER BUILDING, 101 WEST JEFFERSON STREET, ROCKVILLE, MARYLAND 20850
BELL HOUSE, 108 SOUTH WASHINGTON STREET, ROCKVILLE, MARYLAND 20850
105 LAKEFOREST BUILDING, 702 RUSSELL AVE., GAITHERSBURG, MARYLAND 20760

All Entries MUST be in Ball Point Pen or Typed

POST OFFICE COMPLETION

REGISTERED NO. 3696

Reg. Fee $ 3.25	Special Delivery $		
Handling Charge $	Return Receipt $ .60		
Postage $ .18	Restricted Delivery $ 1.00		

RECEIVED BY [signature] AIRMAIL

POSTMARK OF MAILING OFFICE — U.S. POSTAGE — OCT 15 1981

CUSTOMER COMPLETION (Please Print)

FULL VALUE $

FROM: ~~Bell, Cornelius & Shore~~
~~702 Russell Avenue, Suite 105~~
~~Gaithersburg, Maryland 20760~~ ZIP CODE 20877

TO: George E. Kellas Jr
Rt 4, Box 149E
Chestertown MD ZIP CODE 21620

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

October 14, 1981

Mr. George E. Kellas, Jr.
Route 4, Box 149E
Chestertown, Maryland 21620

In Re: Union Home Loan Corporation
Account No. 02-8405
Foreclosure of property at
River Road
Kingstown, Maryland

Dear Mr. Kellas:

Please be advised that this office represents Union Home Loan Corporation, the holder of a Mortgage dated September 6, 1978, secured by the property located on River Road, Kingstown, Maryland 21620.

I am enclosing herewith a copy of the "Mortgagee's Sale of Valuable Improved Property," which was published in the Queen Anne Record Observer on October 7 and October 14, and will be published again on October 21, 1981. The sale is to take place, pursuant to the ad, on October 23, 1981 at 11:00 a.m., in front of the secured property. The foreclosure proceedings have been docketed with the Circuit Court for Queen Anne's County, Maryland, as Equity No. 6992.

Sincerely yours,

BELL, CORNELIUS & SHORE

FRANK S. CORNELIUS

klc
Registered Mail
Restricted Delivery
Return Receipt Requested

October 14, 1981

Mrs. Sandra S. Kellas
Route 4, Box 149E
Chestertown, Maryland 21620

In Re: Union Home Loan Corporation
Account No. 02-8405
Foreclosure of property at
River Road
Kingstown, Maryland

Dear Mrs. Kellas:

Please be advised that this office represents Union Home Loan Corporation, the holder of a Mortgage dated September 6, 1978, secured by the property located on River Road, Kingstown, Maryland 21620.

I am enclosing herewith a copy of the "Mortgagee's Sale of Valuable Improved Property," which was published in the Queen Anne Record Observer on October 7 and October 14, and will be published again on October 21, 1981. The sale is to take place, pursuant to the ad, on October 23, 1981 at 11:00 a.m., in front of the secured property. The foreclosure proceedings have been docketed with the Circuit Court for Queen Anne's County, Maryland, as Equity No. 6992.

Sincerely yours,

BELL, CORNELIUS & SHORE

FRANK S. CORNELIUS

klc
Registered Mail
Restricted Delivery
Return Receipt Requested

PS Form 3811, Jan. 1979 — 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:
Sandra S. Kellas
Rt 4, Box 149E
Chestertown MD 21620

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
3697		

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY: 10-16-81 — POSTMARK

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

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

CHESTERTOWN MD OCT 16 1981

☆GPO: 1979-288-848

All Entries MUST be in Ball Point Pen or Typed

REGISTERED NO. 3697 — POSTMARK OF MAILING OFFICE

POST OFFICE COMPLETION

Reg. Fee $ 3.25	Special Delivery $		
Handling Charge $	Return Receipt $ 60		
Postage $ 18	Restricted Delivery $ 1.00		
RECEIVED BY		AIRMAIL ☐	

OCT 15 1981

CUSTOMER COMPLETION (Please Print)

FULL VALUE $

FROM: Bell, Cornelius & Shore
702 Russell Avenue, Suite 105
Gaithersburg, Maryland ~~20760~~ ZIP CODE 20879

TO: Sandra S. Kellas
Rt 4, Box 149 E
Chestertown MD ZIP CODE 21620

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

BELL, CORNELIUS & SHORE
Attorneys at Law
702 Russell Avenue, Suite 105
Lakeforest Office Building
Gaithersburg, Maryland 20877
258-5252

MORTGAGEE'S SALE OF VALUABLE
IMPROVED REAL ESTATE LOCATED AT:
River Road
Kingstown, Maryland 21620
Queen Anne's County

Under and by virtue of the power and authority contained in a certain Mortgage from George E. Kellas, Jr. and Sandra S. Kellas, his wife, dated September 6, 1978, and duly recorded in Liber 140 at folio 528 among the Land Records for Queen Anne's County, Maryland, and at the request of the party secured thereby, default having occurred in the terms and conditions thereof, the undersigned, John T. Bell and Frank S. Cornelius, Attorneys named in the Mortgage, will sell, at public auction, at the secured property, River Road, Kingstown, Queen Anne's County, Maryland, on:

Friday, October 23, 1981 at 11:00 a.m.

All of that fee simple property and the improvements thereon, particularly described in said Mortgage, as follows:

All that piece, parcel or tract of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, being a part of the Sarah E. Skipper lands, and being more particularly described as follows, that is to say:

BEGINNING at a concrete monument set on the Easterly line of River Road (50 foot wide) 200 feet Southerly from a concrete monument set at the Southeasterly corner of the intersection of River Road and Skipper Road, and running:

(1) Thence by and with a division line of other lands South 73 deg. 42 min. East -- 250.70 feet to a concrete monument.
(2) Thence by and with a division line herein established for the lands to be conveyed South 07 deg. 56 min. East -- 198.90 feet to a concrete monument set on the division line of Tracts "C" and "D" of the Harry P. Skipper Farm.
(3) Thence by and with the said division line South 32 deg. 08 min. West -- 96.50 feet to the Marsh edge and to the lands of James T. Anthony, III, et ux.
(4) Thence by and with the edge of Marsh and the said Anthony lands the equivalent of North 06 deg. 15 min. West -- 210.00 feet to a concrete monument set on the Easterly line of River Road.
(5) Thence by and with the line of River Road North 08 deg. 35 min. West -- 258.00 feet to the point of beginning. Containing 1.45 Acres of land, more or less, in accordance with a survey and plat prepared by J.B. Metcalfe, Registered Engineer, dated February, 1970, a copy of which said plat is filed in Liber 46 folio 513, among the Land Records of Queen Anne's County, Maryland.

That said property, which is being sold as is, is improved by a brick and frame colonial home with living room with fireplace, dining room, large eat-in kitchen, five bedrooms, one and one-half baths, with hardwood floors, large concrete patio, and all electric utilities, on a waterview lot containing approximately two acres of land, more or less.

BELL, CORNELIUS & SHORE
BELL TOWER BUILDING, 101 WEST JEFFERSON STREET, ROCKVILLE, MARYLAND 20850
BELL HOUSE, 108 SOUTH WASHINGTON STREET, ROCKVILLE, MARYLAND 20850
105 LAKEFOREST BUILDING, 702 RUSSELL AVE., GAITHERSBURG, MARYLAND 20760

TERMS OF SALE

Property will be sold subject to liens and restrictions of record. A deposit of $2,500.00, will be required of the purchaser in the form of cash or a certified check, or any other form acceptable to the Auctioneer at the time and place of sale. All potential purchasers shall be required prior to the initial bidding to submit to the auctioneer the required deposit. The balance in cash, with interest at twelve per cent (12%) per annum from the date of sale to the date of settlement, payable within ten days after final ratification of sale.

Adjustments of all taxes, public charges and special or regular assessments will be made as of the date of sale, and thereafter be assumed by the purchaser. Title examination, conveyancing, state revenue stamps, state and county transfer taxes and all other costs incident to settlement are to be paid by the purchaser.

Compliance with the terms of sale shall be made within ten days after final ratification of sale or deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser, or the Attorney named in the Mortgage may avail himself of any legal or equitable rights against the defaulting purchaser. Attorney reserves the right to withdraw the property from sale at any time prior to the conclusion of the public sale.

John T. Bell, Frank S. Cornelius
Union Home Loan Corporation

BELL, CORNELIUS & SHORE
BELL TOWER BUILDING, 101 WEST JEFFERSON STREET, ROCKVILLE, MARYLAND 20850
BELL HOUSE, 103 SOUTH WASHINGTON STREET, ROCKVILLE, MARYLAND 20850
105 LAKEFOREST BUILDING, 702 RUSSELL AVE., GAITHERSBURG, MARYLAND 20760

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

JOHN T. BELL and FRANK S. CORNELIUS and UNION HOME LOAN CORPORATION	:	
Plaintiff	:	
vs.	:	EQUITY NO. 6992
GEORGE E. KELLAS, JR. and SANDRA S. KELLAS, his wife	:	
Defendants	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of the Attorney named in the Mortgage, Frank S. Cornelius, respectfully shows:

That after default having occurred under the terms and conditions of the said Mortgage, in accordance with the terms set forth therein, and after giving bond with security for the faithful performance of their trust and duties, and after having complied with all the other prerequisites as required by law and the said Mortgage, and after having given notice of the time, place and manner and terms of sale by advertisement inserted in the Queen Anne Record Observer, a weekly newspaper published in Queen Anne's County, Maryland, for at least three (3) successive weeks before the date of sale, they did, pursuant to said notice, at the front door of the secured property, located on River Road, Kingstown, Queen Anne's County, Maryland, on October 23, 1981, at 11:00 a.m., then and there proceed to sell said property in the following manner, to wit:

The said Attorney offered at public auction to the highest bidder, all of the property described in said Mortgage.

And he did sell the same to William F. Oakes as a principal, for the sum of Fourteen Thousand Dollars ($14,000.00), above the existing first trust which has an approximate balance of $33,417.64.

The Attorney further reports and states that the sale was in every respect fairly made and that the property was purchased at a fair price.

FRANK S. CORNELIUS

STATE OF MARYLAND, COUNTY OF MONTGOMERY, SS:

I HEREBY CERTIFY that on this 23 day of October, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Frank S. Cornelius, Attorney, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true and correct as stated therein, to the best of his knowledge, information and belief, and that the sale was fairly made.

Notary Public

My Commission Expires July 1, 1982

BELL, CORNELIUS & SHORE
BELL TOWER BUILDING, 101 WEST JEFFERSON STREET, ROCKVILLE, MARYLAND 20850
BELL HOUSE, 108 SOUTH WASHINGTON STREET, ROCKVILLE, MARYLAND 20850
105 LAKEFOREST BUILDING, 702 RUSSELL AVE., GAITHERSBURG, MARYLAND 20760

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

JOHN T. BELL and FRANK S. CORNELIUS and UNION HOME LOAN CORPORATION	:	
Plaintiff	:	
vs.	:	EQUITY NO. 6992
GEORGE E. KELLAS, JR. and SANDRA S. KELLAS, his wife	:	
Defendants	:	

PURCHASER'S AFFIDAVIT

I HEREBY CERTIFY that before me, the subscriber, a Notary Public in and for the State of Maryland, County of Montgomery, personally appeared William F. Oakes and made oath in due form of law that he purchased the property described in these proceedings, for the sum of $ 14,000.00, individually, and that he ~~was~~/was not acting for another, when bidding and making the purchase, and that he did not directly or indirectly discourage anyone from bidding on this property.

WITNESS my hand and Notarial Seal this 23 day of October, 1981.

Notary Public

My Commission Expires July 1, 1982

William F. Oakes (SEAL)
PURCHASER

(SEAL)
PURCHASER

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT 23 PM 1:50
QUEEN ANNE'S COUNTY

BELL, CORNELIUS & SHORE
BELL TOWER BUILDING, 101 WEST JEFFERSON STREET, ROCKVILLE, MARYLAND 20850
BELL HOUSE, 108 SOUTH WASHINGTON STREET, ROCKVILLE, MARYLAND 20850
105 LAKEFOREST BUILDING, 702 RUSSELL AVE., GAITHERSBURG, MARYLAND 20760

LIBER 14 PAGE 82

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

JOHN T. BELL and FRANK S. CORNELIUS and UNION HOME LOAN CORPORATION	:	
Plaintiff	:	
vs.	:	EQUITY NO. 6992
GEORGE E. KELLAS, JR. and SANDRA S. KELLAS, his wife	:	
Defendants	:	

LINE

MR. CLERK:

Please file the attached Certificate of Publication as to the advertisement of sale, in the above identified proceedings.

BELL, CORNELIUS & SHORE

BY: Frank S. Cornelius
FRANK S. CORNELIUS
702 Russell Avenue, Suite 105
Gaithersburg, Maryland 20877
258-5252

BELL, CORNELIUS & SHORE
BELL TOWER BUILDING, 101 WEST JEFFERSON STREET, ROCKVILLE, MARYLAND 20850
BELL HOUSE, 108 SOUTH WASHINGTON STREET, ROCKVILLE, MARYLAND 20850
105 LAKEFOREST BUILDING, 702 RUSSELL AVE., GAITHERSBURG, MARYLAND 20760

Centreville, Md. 10-23 81

We Hereby Certify

That the annexed advertisement of MORTGAGEE'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 23rd 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 Marjorie Guemax

CLERK, CIRCUIT COURT

1981 OCT 23 PM 1:58

QUEEN ANNE'S COUNTY

Bell, Cornelius & Shore
Attorneys at Law
702 Russell Avenue, Suite 105
Lakeforest Office Building
Gaithersburg, Maryland 20877
258-5252

Mortgagee's Sale Of Valuable Improved Real Estate Located At:

River Road
Kingstown, Maryland 21620
Queen Anne's County

Under and by virtue of the power and authority contained in a certain Mortgage from George E. Kellas, Jr. and Sandra S. Kellas, his wife, dated September 6, 1978, and duly recorded in Liber 140 at folio 528 among the Land Records for Queen Anne's County, Maryland, and at the request of the party secured thereby, default having occurred in the terms and conditions thereof, the undersigned, John T. Bell and Frank S. Cornelius, Attorneys named in the Mortgage, will sell, at public auction, at the secured property, River Road, Kingstown, Queen Anne's County, Maryland, on:

Fri., Oct. 23, 1981
at 11:00 a.m.

All of that fee simple property and the improvements thereon, particularly described in said Mortgage, as follows:

All that piece, parcel or tract of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, being a part of the Sarah E. Skipper lands, and being more particularly described as follows, that is to say:

BEGINNING at a concrete monument set on the Easterly line of River Road (50 foot wide) 200 feet Southerly from a concrete monument set at the Southeasterly corner of the intersection of River Road and Skipper Road, and running:

(1) Thence by and with a division line of other lands South 73 deg. 42 min. East -- 250.70 feet to a concrete monument.

(2) Thence by and with a division line herein established for the lands to be conveyed South 07 deg. 56 min. East -- 198.90 feet to a concrete monument set on the division line of Tracts "C" and "D" of the Harry P. Skipper Farm,

(3) Thence by and with the said division line South 32 deg. 08 min. West -- 96.50 feet to the Marsh edge and to the lands of James T. Anthony, III, et ux.

(4) Thence by and with the edge of Marsh and the said Anthony lands the equivalent of North 06 deg. 15 min. West -- 210.00 feet to a concrete monument set on the Easterly line of River Road.

(5) Thence by and with the line of River Road North 08 deg. 35 min. West -- 258.00 feet to the point of beginning. Containing 1.45 Acres of land, more or less, in accordance with a survey and plat prepared by J.B. Metcalfe, Registered Engineer, dated February, 1970, a copy of which said plat is filed in Liber 46 folio 513, among the Land Records of Queen Anne's County, Maryland.

That said property, which is being sold as is, is improved by a brick and frame colonial home with living room with fireplace, dining room, large eat-in kitchen, five bedrooms, one and one-half baths, with hardwood floors, large concrete patio, and all electric utilities, on a waterview lot containing approximately two acres of land, more or less.

TERMS OF SALE

Property will be sold subject to liens and restrictions of record. A deposit of $2,500.00. will be required of the purchaser in the form of cash or a certified check, or any other form acceptable to the Auctioneer at the time and place of sale. All potential purchasers shall be required prior to the initial bidding to submit to the auctioneer the required deposit. The balance in cash, with interest at twelve per cent (12%) per annum from the date of sale to the date of settlement, payable within ten days after final ratification of sale.

Adjustments of all taxes, public charges and special or regular assessments will be made as of the date of sale, and thereafter be assumed by the purchaser. Title examination, conveyancing, state revenue stamps, state and county transfer taxes and all other costs incident to settlement are to be paid by the purchaser.

Compliance with the terms of sale shall be made within ten days after final ratification of sale or deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser, or the Attorney named in the Mortgage may avail himself of any legal or equitable rights against the defaulting purchaser. Attorney reserves the right to withdraw the property from sale at any time prior to the conclusion of the public sale.

John T. Bell, Frank S. Cornelius
Union Home Loan Corporation

RO-10-7-3t-07

ORDER NISI ON SALE

JOHN T. BELL and FRANK S. CORNELIUS and UNION HOME LOAN CORPORATION vs. GEORGE E. KELLAS, JR. and SANDRA S. KELLAS, his wife	In the Circuit Court for Queen Anne's County In Equity Cause No. 6992

ORDERED, this 23rd day of October, 19 81, that the sale of the real property, made and reported in this cause by Frank S. Cornelius, Attorney, be ratified and confirmed, on or after the 23rd 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 16th day of November, 19 81.

The report states the amount of sales to be $ 14,000.00.

Marguerite H. Haskin Clerk

Filed October 23, 1981

LIBER 14 PAGE 85

JOHN T. BELL and FRANK S. CORNELIUS and UNION HOME LOAN CORPORATION	*	IN THE CIRCUIT COURT FOR
	*	QUEEN ANNE'S COUNTY,
VS.	*	MARYLAND
GEORGE E. KELLAS, JR. and SANDRA S. KELLAS, His wife	*	EQUITY NO. 6992

PETITION OF JUDGMENT
CREDITOR FOR PROCEEDS

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The Petition of Hogans Agency, Inc., of Kent County, Maryland, 21620, by Paul M. Bowman, its attorney, respectfully represents:

1. That your Petitioner is the holder of a Judgment against George E. Kellas, Jr., and Sandra S. Kellas, his wife, the above-named Respondents,which was entered by this Court on the 2nd day of April, 1981, in the Circuit Court for Queen Anne's County, Maryland, in Law No. 4345 in the amount of $7,493.62, the amount of said Judgment including attorneys fees,plus interest from the date of said Judgment at 10% per annum and Court Costs of $65.00.

2. That a Credit in the amount of $3,411.65 was entered on the 28th day of April, 1981.

3. That the above-referred to Judgment has not been paid.

4. That the property which is the property of these proceedings has been or is about to be sold, and, as the required audit will show, there will be an excess over the amount claimed by the Complainant which would inure to the said George E. Kellas, Jr. and Sandra S. Kellas, his wife.

WHEREFORE, your Petitioner prays that an Order be passed by this Honorable Court allowing its claim, subject to

Law Offices
PAUL M. BOWMAN
P.O. BOX 717
108 CROSS STREET
CHESTERTOWN, MARYLAND 21620
(301) 778-5171

its legal priority, and subject to your provisions.

AND, AS IN DUTY BOUND, etc.

Paul M. Bowman

Paul M. Bowman, Attorney for Petitioner
117 Court Street
P. O. Box 717
Chestertown, MD 21620
Telephone: 778- 5171

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY, that on this 26th day of October 1981, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared Paul M. Bowman, Attorney for the Petitioner, in the above entitled matter and he made oath in due form of law that the matters and facts set forth in the above Petition are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Marie M. Gruber
Notary Public

My Commission Expires:
July 1, 1982.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 26th day of October, 1981, a copy of the within Petition and Order was mailed first class mail to the law office of Bell, Cornelius and Shore, 702 Russell Avenue, Suite 106, Gaithersburg, MD 20877.

Paul M. Bowman

LIBER 14 PAGE 88

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

JOHN T. BELL and FRANK S. CORNELIUS and UNION HOME LOAN CORPORATION	:	
Plaintiff	:	
vs.	:	EQUITY NO. 6992
GEORGE E. KELLAS, JR. and SANDRA S. KELLAS, his wife	:	
Defendants	:	

LINE

MR. CLERK:

Please file the attached Supplemental Bond in the above identified proceedings.

BELL, CORNELIUS & SHORE

BY: Frank S. Cornelius
FRANK S. CORNELIUS
702 Russell Avenue, Suite 105
Gaithersburg, Maryland 20877
301-258-5252

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV 27 AM 10: 27
QUEEN ANNE'S COUNTY

Judicial 10—MARYLAND—TRUSTEE TO SELL (6)

IN THE CIRCUIT COURT COUNTY OF QUEEN ANNE

Equity "6992

STATE OF MARYLAND

John T. Bell and
Frank S. Cornelius and
Union Home Loan Corporation

versus

George E. Kellas and
Sandra S. Kellas

Supplemental
BOND OF TRUSTEE TO SELL
E 6992

KNOW ALL MEN BY THESE PRESENTS: That we, Frank S. Cornelius

as Principal ,
and ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a corporation of the State of Minnesota, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND FIVE HUNDRED AND NO/100---------- Dollars ($ 2,500.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 19th day of November in the year of our Lord one thousand, nine hundred and eighty-one

WHEREAS THE ABOVE BOUNDEN Frank S. Cornelius

by virtue of a decree of the Honorable the Judge of the Circuit Court County of Queen Anne has been appointed trustee to sell mentioned in the proceedings in the case of

real property:
River Road
Kingstown, Maryland 21620

John T. Bell and Frank S. Cornelius and
Union Home Loan Corporation

versus

George E. Kellas and Sandra S. Kellas

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Frank S. Cornelius

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.

Frank S. Cornelius (SEAL)

(SEAL)

(SEAL)

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By William C. Phelps, Attorney
8945 North Westland Drive
Gaithersburg, Maryland 20877

Surety Approved

3-181

LIBER 14 PAGE 89

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

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 27th day of November, 1981.

Marguerite W. Markin

Clerk of the Circuit Court for Queen Anne's County

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

JOHN T. BELL and FRANK S. CORNELIUS and UNION HOME LOAN CORPORATION	:	
Plaintiff	:	
vs.	:	EQUITY NO. 6992
GEORGE E. KELLAS, JR. and SANDRA S. KELLAS, his wife	:	
Defendants	:	

LINE

MR. CLERK:

Please file the attached Certificate of Publication as to the advertisement of sale, and the attached Certificate of Publication as to the Order Nisi, in the above identified proceedings.

BELL, CORNELIUS & SHORE

BY: Frank S. Cornelius
FRANK S. CORNELIUS
702 Russell Avenue, Suite 105
Gaithersburg, Maryland 20877
301-258-5252

BELL, CORNELIUS & SHORE
BELL TOWER BUILDING, 101 WEST JEFFERSON STREET, ROCKVILLE, MARYLAND 20850
BELL HOUSE, 108 SOUTH WASHINGTON STREET, ROCKVILLE, MARYLAND 20850
105 LAKEFOREST BUILDING, 702 RUSSELL AVE., GAITHERSBURG, MARYLAND 20760

Centreville, Md. 10-29 19 81

We Hereby Certify

That the annexed advertisement of Mortgagee'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 23rd 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 Marjorie Freeman

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV 27 AM 10: 28
QUEEN ANNE'S COUNTY

Bell, Cornelius & Shore
Attorneys at Law
702 Russell Avenue, Suite 105
Lakeforest Office Building
Gaithersburg, Maryland 20877
258-5252

Mortgagee's Sale Of Valuable Improved Real Estate Located At:

River Road
Kingstown, Maryland 21620
Queen Anne's County

Under and by virtue of the power and authority contained in a certain Mortgage from George E. Kellas, Jr. and Sandra S. Kellas, his wife, dated September 6, 1978, and duly recorded in Liber 140 at folio 528 among the Land Records for Queen Anne's County, Maryland, and at the request of the party secured thereby, default having occurred in the terms and conditions thereof, the undersigned, John T. Bell and Frank S. Cornelius, Attorneys named in the Mortgage, will sell, at public auction, at the secured property, River Road, Kingstown, Queen Anne's County, Maryland, on:

Fri., Oct. 23, 1981
at 11:00 a.m.

All of that fee simple property and the improvements thereon, perticularly described in said Mortgage, as follows:

All that piece, parcel or tract of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, being a pert of the Sareh E. Skipper lands, and being more particularly described as follows, that is to say:

BEGINNING at e concrete monumiint set on the Easterly line of River Road (50 foot wide) 200 feet Southerly from a concrete monument set et the Southeasterly corner of the intersection of River Road and Skipper Road, and running:

(1) Thence by and with a division line of other lands South 73 deg. 42 min. East -- 250.70 feet to a concrete monument.

(2) Thence by and with a division line herein established for the lands to be conveyed South 07 deg. 56 min. Eest -- 198.90 feet to a concrete monument set on the division line of Tracts "C" and "D" of the Harry P. Skipper Farm.

(3) Thence by and with the said division line South 32 deg. 08 min. West -- 96.50 feet to the Marsh edge and to the lands of James T. Anthony, III, et ux.

(4) Thence by and with the edge of Marsh and the seid Anthony lands the equivalent of North 06 deg. 15 min. West -- 210.00 feet to a concrete monument set on the Easterly line of River Road.

(5) Thence by end with the line of River Road North 08 deg. 35 min. West -- 258.00 feet to the point of beginning. Containing 1.45 Acres of land, more or less, in accordence with a survey and plat prepared by J.B. Metcalfe, Registered Engineer, dated February, 1970, a copy of which said plat is filed in Liber 46 folio 513, among the Land Records of Queen Anne's County, Maryland.

That said property, which is being sold as is, is improved by a brick and frame colonial home with living room with fireplace, dining room, large eat-in kitchen, five bedrooms, one and one-helf baths, with hardwood floors, large concrete patio, and all electric utilities, on a waterview lot containing approximately two acres of land, more or less.

TERMS OF SALE

Property will be sold subject to liens and restrictions of record. A deposit of $2,500.00, will be required of the purchaser in the form of cash or a certified check, or any other form acceptable to the Auctioneer at the time and place of sale. All potential purchasers shall be required prior to the initial bidding to submit to the auctioneer the required deposit. The balance in cash, with interest at twelve per cent (12%) per annum from the date of sale to the date of settlement, payable within ten days after final retification of sale.

Adjustments of all taxes, public charges and special or regular assessments will be made as of the date of sale, and thereafter be assumed by the purchaser. Title examination, conveyancing, state revenue stemps, state and county trensfer taxes and all other costs incident to settlement are to be paid by the purchaser.

Compliance with the terms of sale shall be made within ten days after final retification of sale or deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser, or the Attorney named in the Mortgage may avail himself of any legel or equitable rights against the defaulting purchaser. Attorney reserves the right to withdraw the property from sale at any time prior to the conclusion of the public sale.

John T. Bell, Frank S. Cornelius
Union Home Loan Corporation

RO: 10-7-3t:07

Centreville, Md. 10-29 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 16th day of November 19 81.

And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 28th day of October 19 81, and the last insertion on the 11th day of November 19 81.

Publishers, Record Observer

Per Marge Freeman

ORDER NISI ON SALE
JOHN T. BELL and
FRANK S. CORNELIUS and
UNION HOME LOAN CORPORATION
vs.
GEORGE E. KELLAS, JR. and
SANDRA S. KELLAS, his wife
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6932

ORDERED, this 23rd day of October, 1981, that the sale of the real property, made and reported in this cause by Frank S. Cornelius, Attorney, be ratified and confirmed, on or after the 23rd 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 16th day of November, 1981.

The report states the amount of sales to be $14,000.00.

MARGUERITE W. MANKIN,
Clerk

True Copy, Test:
Marguerite W. Mankin,
Clerk
By: Betty M. Comegys,
Deputy Clerk

Filed: October 23, 1981.

RO-10-28-3t-031

LIBER 14 PAGE 94

JOHN T. BELL and FRANK S. CORNELIUS and UNION HOME LOAN CORPORATION	*	IN THE CIRCUIT COURT FOR
	*	QUEEN ANNE'S COUNTY,
VS.	*	MARYLAND
GEORGE E. KALLAS, JR. and SANDRA S. KELLAS, HIS WIFE	*	EQUITY NO. 6992
	*	

ORDER OF COURT

Upon the aforegoing Petition and Affidavit, it is hereby ORDERED, this 30th day of November, 1981, by the Circuit Court for Queen Anne's County, Maryland, IN EQUITY, that the said Auditor shall allow the claim of Hogans Agency, Inc. as set forth by the within Petition, subject to its legal priority and subject to the provisions of 2d Circuit Rule W 75.

Clayton D. Carter
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV 30 PM 2:55
QUEEN ANNE'S COUNTY

Law Offices
PAUL M. BOWMAN
P.O. BOX 717
108 CROSS STREET
CHESTERTOWN, MARYLAND 21620
(301) 778-5171

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

JOHN T. BELL and FRANK S. CORNELIUS and UNION HOME LOAN CORPORATION	:	
Plaintiff	:	
vs.	:	EQUITY NO. 6992
GEORGE E. KELLAS, JR. and SANDRA S. KELLAS, his wife	:	
Defendants	:	

FINAL ORDER OF RATIFICATION

ORDERED, this 30th day of November, 1981, by the Circuit Court for Queen Anne's County, Sitting as a Court of Equity, and by the authority thereof, that the sale made by Frank S. Cornelius, Attorney named in the Mortgage, to William F. Oakes, 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.

Clayton C. Geller
JUDGE of the Circuit Court for
Queen Anne's County, Maryland

BELL, CORNELIUS & SHORE
BELL TOWER BUILDING, 101 WEST JEFFERSON STREET, ROCKVILLE, MARYLAND 20850
BELL HOUSE, 108 SOUTH WASHINGTON STREET, ROCKVILLE, MARYLAND 20850
105 LAKEFOREST BUILDING, 702 RUSSELL AVE., GAITHERSBURG, MARYLAND 20760

LIBER 14 PAGE 96

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JOHN T. BELL, :
FRANK S. CORNELIUS and
UNION HOME LOAN CORPORATION

v. : Equity # 6992

GEORGE E. KELLAS, JR. and :
SANDRA S. KELLAS

:

: : : : :

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 George E. Kellas and Sandra S. Kellas

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 8th day of February, 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 8th day of January, 1982.

John W. Sause, Jr.
Auditor of the
Circuit Court for
Queen Anne's County

NOTICE TO PUBLISHER

Please publish the above Notice three (3) times and mail bill to:

Frank S. Cornelius, Esquire
702 Russell Avenue Suite 105
Gaithersburg, Maryland 20877

FILED
DEC 2 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

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

JOHN T. BELL and FRANK S. CORNELIUS and UNION HOME LOAN CORPORATION	:	
Plaintiff	:	
vs.	:	EQUITY NO. 6992
GEORGE E. KELLAS, JR. and SANDRA S. KELLAS	:	
Defendants	:	

LINE

Please file the attached Affidavit in Compliance with Rule 595C in the above entitled matter.

BELL, CORNELIUS & SHORE

BY: Frank S. Cornelius
FRANK S. CORNELIUS
Attorneys for Plaintiff
702 Russell Avenue, Suite 105
Gaithersburg, Maryland 20877
258-5252

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

JOHN T. BELL and FRANK S. CORNELIUS and UNION HOME LOAN CORPORATION	:	
Plaintiff	:	
vs.	:	EQUITY NO. 6992
GEORGE E. KELLAS, JR. and SANDRA S. KELLAS	:	
Defendants	:	

AFFIDAVIT IN COMPLIANCE WITH RULE 595C

STATE OF MARYLAND, COUNTY OF MONTGOMERY, SS:

I HEREBY CERTIFY that on this 4th day of December, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared FRANK S. CORNELIUS, and pursuant to Rule 595C, the Affiant, on behalf of the Mortgagee, has examined, or caused to be examined, all the appropriate public records, and further that based upon said examination together with any other knowledge which he may have acquired from any source whatever, believes the distribution of the funds as set forth in the suggested accounting should be authorized.

FRANK S. CORNELIUS

Subscribed and Sworn to before me the date first above written.

Notary Public, Montgomery County
My Comm. Expires July 1, 1982

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JOHN T. BELL, et al.	:	
	:	
v.	:	Chancery #6992
GEORGE E. KELLAS, JR. et ux.	:	
: : : : :		

REQUEST FOR ADDITIONAL COMPENSATION

The above-entitled cause having been referred to the Auditor in accordance with Maryland and former 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 correspond with the fiduciaries to obtain required information not furnished by them, to prepare and publish the Notice prescribed by Second Circuit Rule W75 a 2; to verify the various claims filed herein; to determine their priority; 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 12th day of April, 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 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.

Clayton C. Erler
JUDGE

RECEIVED
CLERK. CIRCUIT COURT
1982 APR 12 AM 10 17
QUEEN ANNE'S COUNTY

Centreville, Md. 1-14 19 82

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 8th day of January 19 82 And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 9th day of December 19 81, and the last insertion on the 23rd day of December 19 81.

Publishers, Record Observer

Per Margie Freeman

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
JOHN T. BELL,
FRANK S. CORNELIUS and
UNION HOME LOAN CORPORATION
v.
GEORGE E. KELLAS, JR. and
SANDRA S. KELLAS
Equity # 6992

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 George E. Kellas and Sandra S. Kellas 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 8th day of February, 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 8th day of January, 1982.

John W. Sause, Jr.
Auditor of the Circuit Court
for Queen Anne's County

RO-12-9-31-013

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CLERK, CIRCUIT COURT
1982 APR 12 AM 11: 57
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JOHN T. BELL et al. :

:

v. : Chancery #6992

GEORGE E. KELLAS, JR. et ux. :

: : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price		$ 14,000.00	
Interest on $11,500.00 at 12% from 10/23/81 to 12/1/81 39 days at $3.781		147.45	
Real property taxes 7/1-10/23/81 at $1.698, plus interest		207.66-	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 13,939.79
COMMISSIONS PAYABLE TO ATTORNEYS		$ 850.00	
ATTORNEY FEE, as per Mortgage		300.00	
EXPENSES OF SALE			
Court costs	$ 183.00		
Advertising			
Notice of sale	245.70		
Report of sale	61.44		
Notice to Claimants (no bill submitted)			
Bond premium	35.00		
Auctioneer's fee (maximum)	35.00		
Certified mail	10.06	570.20	
AUDITOR'S FEE AND COSTS			
Fee for Audit, per Order	$ 100.00		
Postage & xerox	1.93	101.93	1,822.13-
NET AVAILABLE FOR DISTRIBUTION			$ 12,117.66
INDEBTEDNESS UNDER MORTGAGE			
Principal, per Statement of Debt		$ 9,172.96	
Interest to 9/9/81, per Statement		262.75	
Interest 9/10/81 - 12/22/81 104 days at $3.016		313.66	
Late charges (3 mos. at $7.93)		23.79	
TOTAL TO BE DISTRIBUTED TO MORTGAGEE			$ 9,773.16
SURPLUS, to be distributed to Hogans, Agency, Inc., in partial satisfaction of judgment recovered in Law #4345, upon entry of a credit for this sum in Law #4345			2,344.50
TOTAL DISTRIBUTED			$ 12,117.66

NOTICE

The attached Account was filed on the 12th day of April, 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 Fiduciaries in Chancery Cause #6992. 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 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:

Frank S. Cornelius, Esquire
Attorney for Plaintiffs
702 Russell Avenue, Suite 105
Gaithersburg, Maryland 20877

George E. Kellas, Jr.
Route 4, Box 149E
Chestertown, Maryland 21620

Sandra S. Kellas
Route 4, Box 149E
Chestertown, Maryland 21620

Paul M. Bowman, Esquire
Attorney for Hogans Agency, Inc.
Post Office Box 717
Chestertown, Maryland 21620

John W. Sause, Jr.
Auditor

JOHN T. BELL, et al.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6992
GEORGE E. KELLAS, JR., et ux.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 12th day of April, 19 82, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 28th day of April, 19 82, 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 April 12, 1982

	*	IN THE CIRCUIT COURT
JOHN T. BELL, et al.	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6992
	*	
GEORGE E. KELLAS, JR., et ux.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 28th day of April, 19 82, by the Court that the account of the Auditor is finally ratified and confirmed, and Frank S. Cornelius, Attorney, ~~XXXXXXXXXXXXXXXXXX~~, 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 April 28, 1982

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

JAMES E. STUNKLE and PEGGY GUTHRIE 5827 Allentown Way Camp Springs, MD 20031 Plaintiffs/Trustees	)	
vs. DAVID WALTER PARKINSON and WANDA ELAINE PARKINSON, etux Route 1, Box 32 Marydel, Maryland 21649 Defendant	)	Equity No. 6778 NOV-5-80 * 26761 *****60.00 NOV-5-80 A 326761 *****60.00

Proceeding to foreclose under the terms of a Deed of Trust recorded among the Land Records of Queen Anne's County, Maryland in Liber 104, at folio 571.

MR. CLERK:

Kindly docket suit in the above-entitled cause, file the Deed of Trust/Original Note and Military Affidavit and Affidavit on Indebtedness handed you herewith and bond when approved.

Jerome A. Kuta
Attorney for Plaintiffs
5827 Allentown Way
Camp Springs, Maryland 20031
Tel: (301) 449-3600

LAW OFFICES
STEPHEN J. TROESE
5411 OLD BRANCH AVENUE
CAMP SPRING, MARYLAND 20631
(301) 449-3600

LIBER 14 PAGE 106

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

JAMES E. STUNKLE and PEGGY GUTHRIE Plaintiffs	)	
vs.	)	Equity No. 6778
DAVID WALTER PARKINSON and WANDA ELAINE PARKINSON Defendant	)	

AFFIDAVIT ON INDEBTEDNESS

The undersigned Noteholder does hereby certify under the penalties of perjury, that the balance due on the Note secured by a Deed of Trust recorded among the Land Records of Queen Anne's County, Maryland, in Liber 104, at Folio 571, is $18,171.14 with interest at the rate of $4.08 per day from the first of November, 1977 exclusive of costs.

Arthur C. Moten
Foreclosure Manager

LAW OFFICES
STEPHEN J. TROESE
6111 OLD BRANCH AVENUE
SUITE 200
SILVER SPRING, MARYLAND 20031
(301) 445-3000

MILITARY AFFIDAVIT UNDER SOLDIER'S AND SAILOR'S CIVIL RELIEF ACT OF 1940 AND AMENDMENT THERETO OF OCTOBER 6, 1942

****

James E. Stunkle and Peggy Guthrie

No. 6778

IN THE CIRCUIT COURT FOR ~~PRINCE GEORGE'S~~ QUEEN ANNE'S COUNTY, MD.

—vs—

David Walter Parkinson and Wanda Elaine Parkinson

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

I HEREBY CERTIFY THAT, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared

Jerome A. Kuta

and made oath in due form of law that he (she) knows the defendant herein and that to the best of his (her) information, knowledge and belief - - - - - - -

(1) said defendant is not in the military service of the United States

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

(3) said defendant has not been ordered to report for induction under the Selective Training 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

~~(5) said defendant is~~

Jerome A. Kuta
Affiant
Jerome A. Kuta Agent for plaintiffs

Subscribed and Sworn to before me this

3rd day of November, 1980.

Mary T. Fisher
Notary Public

My Commission Expires: July 1, 1982

Eq. No. 15

LIBER 14 PAGE 108

VA Form 26-6313d (Home Loan)
Revised Dec 1968
Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association

65308

MARYLAND

DEED OF TRUST NOTE

Centreville, Maryland.

$17,500.00

May 11, 1976.

FOR VALUE RECEIVED, the undersigned promise(s) to pay to James T. Barnes of Washington, D. C., Inc.

or order, the principal sum of Seventeen Thousand Five Hundred---------- Dollars ($17,500.00, with interest from date at the rate of eight and one-half per centum (8 ½%) per annum on the unpaid balance until paid, said principal and interest being payable at the office of James T. Barnes of Washington, D. C., Inc., 11300 Rockville Pike, , in Rockville, Maryland, 20852 , or at such other place as the holder hereof may designate in writing delivered or mailed to the debtor, in monthly installments of One Hundred Thirty-four &58/100 Dollars ($134.58---), commencing on the first day of July, 1976, 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 June, 2006.

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.

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.

David Walter Parkinson
David Walter Parkinson

Wanda Elaine Parkinson
Wanda Elaine Parkinson, his wife,

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 E. Stunkle and Peggy Guthrie----------

Trustee(s) on real estate located in 1st Election District of Queen Anne's County, State of Maryland, and known as: a lot of land containing 20,000 square feet of land, together with improvements thereon.

Dated this 11 day of May, 1976.

Marcy E. Collier
Marcy E. Collier, Notary Public.
VA 461039

WITHOUT RECOURSE
Pay to the order of

FRANKLIN SAVINGS BANK OF NEW YORK
JAMES T. BARNES OF WASH., D.C., INC.

By _____
REGGY GUTHRIE, VICE PRESIDENT

LIBER 14 PAGE 110

65308

DOCUMENT NO. 83,785

F251
40973

VA Form 26-6318c (Home Loan)
Jul 1968. Use optional.
Section 1810, Title 38 U.S.C.
Acceptable to Federal National Mortgage Association.

MARYLAND

DEED OF TRUST

THIS DEED, made this 11th day of May, 19 76, by and between

David Walter Parkinson and Wanda Elaine Parkinson, his wife, of Rt. #1, Box 32, Marydel, Maryland, 21649,

MAY 11-76 * 27156 *****15.00
MAY 11-76 A 27156 ****15.00

party of the first part, and James E. Stunkle and Peggy Guthrie, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto James T. Barnes of Washington, D. C., Inc., whose post office address is 11300 Rockville Pike, Rockville, Maryland, ----------, a corporation organized and existing under the laws of District of Columbia---, in the principal sum of Seventeen Thousand Five Hundred and 00/100----------Dollars ($ 17,500.), with interest from date at the rate of Eight &one-half per centum (8 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 One Hundred Thirty-four & 58/100--- Dollars ($ 134.58), commencing on the first day of July, 19 76, 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 June, ~~19xxxx~~ 2006. This is a Purchase Money Deed of Trust.

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 said parties 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: ALL that lot or parcel of land situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, on the West side of the Peter's Corner-Schenk's Corner Road and more particularly described, as follows: BEGINNING for the same at a marker on the West side of said Road and at the Northeast corner of the Fred Peter's property; thence (1) by and with the West side of said road North 2 degrees 45 minutes East, for a distance of 125 feet to a marker; thence (2) North 87 degrees, 15 minutes West for a distance of 160 feet to a marker; thence (3) on a line parallel with the said Road, South 2 degrees, 45 minutes West, for a distance of 125 feet to a marker at the said Peter's property; thence (4) by and with Peter's property, South 87 degrees, 15 minutes East, for a distance of 160 feet to the place of beginning, CONTAINING 20,000 square feet of land, more or less. BEING the same land granted and conveyed unto the Mortgagors herein by deed of even date herewith, from John A. Lofland, and recorded, or intended to be recorded, immediately prior hereto, among the Land Records of Queen Anne's County.

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; including but not limited to: range, refrigator, automatic washer, window A/C unit.

LIBER 104 PAGE 571

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

SHOULD the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this Deed of Trust under the Servicemen's Re-Adjustment Act of 1944 as amended within Ninety (90) 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 $5.00, ~~plus $.50 for Mortgagee'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 five per centum (5%) 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.

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, but in no event shall such "late charge" exceed such amount permitted therefor by Chapter 453, Acts of 1968, Law of Maryland.

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 part ies of the first part on the day and year first above written.

Witness: Robert R. Price Jr

David Walter Parkinson [SEAL]
David Walter Parkinson

Wanda Elaine Parkinson [SEAL]
Wanda Elaine Parkinson,
his wife. [SEAL]

[SEAL]

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

I HEREBY CERTIFY, That on this 11th day of May, 19 76, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's aforesaid, personally appeared David Walter Parkinson and Wanda Elaine Parkinson, his wife, and they acknowledged the foregoing deed to be their respective act.

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

Marcy F. Collier
Marcy F. Collier,
Notary Public

I HEREBY CERTIFY that on this 11th day of May, 19 76, before me, the subscriber, a Notary Public in and for the County of Queen Anne's personally appeared Robert R. Price, Jr., an agent of James T. Barnes of Washington, D. C., 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 ($17,500.) 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 of this Deed of Trust; 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.

Marcy F. Collier
Marcy F. Collier
Notary Public

My commission expires July 1, 1978

RECEIVED FOR RECORD & RECORDED IN LIBER 787 FOLIO 571 Clerk
1976 MAY 11 PM 3:52
RECORD FOR QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

STATE OF MARYLAND

Deed of Trust

DAVID WALTER PARKINSON
WANDA ELAINE PARKINSON,

TO

JAMES T. BARNES OF WASHINGTON, D.C., INC.
11300 Rockville Pike
Rockville, Md. 20852

Trustee.

Mail to Mortgagee.

RECEIVED FOR RECORD on the 11th day of May A.D. 1976, at 3:52 o'clock P M., and recorded in Liber No. Circ 104 at folio 571 one of the Land Records.

Examined by Charles W. Cecil
Recorder.

GPO : 1955 O - 345-187 (73)

LIBER 14 PAGE 113

(66) 83,785

$15.00 pd.

LIBER 14 PAGE 114

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

JAMES E. STUNKLE and PEGGY GUTHRIE 5827 Allentown Way Temple Hills, Maryland 20748, Plaintiffs/Trustees,	)	
v.	)	Equity No. 6778
DAVID WALTER PARKINSON and WANDA ELAINE PARKINSON, Route 1, Box 32 Marydel, Maryland 21649, Defendants	)	

L I N E

Dear Mr. Clerk:

Please present the enclosed Motion to Substitute Party as Plaintiff and Order to the Judge.

Thank you.

Jerome A. Kuta
Attorney for Plaintiff
5827 Allentown Way
Temple Hills, Maryland 20748
Tel: (301)449-3600

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 30 AM 9:43
QUEEN ANNE'S COUNTY

LAW OFFICES
TROESE AND KUTA
5827 ALLENTOWN WAY
CAMP SPRINGS, MD. 20031
301-449-3600

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

JAMES E. STUNKLE and PEGGY GUTHRIE 5827 Allentown Way Temple Hills, Maryland 20748, Plaintiffs/Trustees	)	
v.	)	Equity No. 6778
DAVID WALTER PARKINSON and WANDA ELAINE PARKINSON Route 1, Box 32 Marydel, Maryland 21649, Defendants	)	

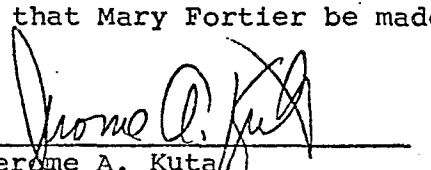
MOTION TO SUBSTITUTE
PARTY AS PLAINTIFF

Comes now James E. Stunkle and Peggy Guthrie, by and through Troese and Kuta, and in support of the Motion, states:

1. That this foreclosure matter was filed on November 5, 1980, naming the original trustees James E. Stunkle and Peggy Guthrie, as Trustees.

2. That subsequent to the filing, Mary Fortier was appointed as Substitute Trustee, which was recorded on the land records for Queen Anne's County.

WHEREFORE, Plaintiff prays that Mary Fortier be made Plaintiff.



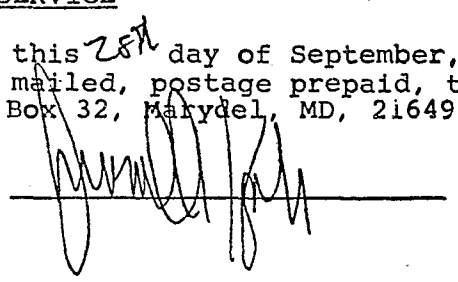
Jerome A. Kuta
5827 Allentown Way
Temple Hills, Maryland 20748
Tel: (301)449-3600

POINTS AND AUTHORITIES

Maryland Rule 321 + W Rules.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 28th day of September, 1981, a copy of the foregoing Motion was mailed, postage prepaid, to David and Wanda Parkinson, Rt. 1, Box 32, Marydel, MD, 21649.



LAW OFFICES
TROESE AND KUTA
5827 ALLENTOWN WAY
CAMP SPRINGS, MD. 20031
301-449-3600

LIBER 14 PAGE 116

LIBER 3 PAGE 164

The Ohio Casualty Insurance Company

HAMILTON, OHIO

BOND NO. 2-236-480-10

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

MARY FORTIER, Substitute Trustee :

:

Plaintiff

Versus

Equity No. 6778

DAVID WALTER PARKINSON and :

WANDA ELAINE PARKINSON, etux :

Defendant

FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, MARY FORTIER, Substitute Trustee as Principal and THE OHIO CASUALTY INSURANCE COMPANY, a body corporate, duly incorporated under the laws of the State of Ohio, and duly authorized to transact a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THIRTY THOUSAND AND NO/100ths ($ 30,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of October, in the year of our Lord One Thousand Nine Hundred and eighty-one.

Whereas, the above bounden MARY FORTIER, Substitute Trustee by virtue of the power contained in a ~~XXXXXXX~~--deed of trust from David Walter Parkinson & Wanda Elaine Parkinson, his wife (to) James E. Stunkle & Peggy Guthrie, Trustees bearing date the 11th day of May, 1976 and recorded among the ~~XXXXXXX~~-deed of trust records of Queen Anne's County, Md. in Liber No. 104 folio 571 and the undersigned Substitute Trustee is/~~XXX~~ about to sell the land and premises described in said ~~XXXXXXX~~ 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 MARY FORTIER, Substitute Trustee do and shall well and truly and faithfully perform the trust reposed in her 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 remain in full force and virtue in law.

In Testimony Whereof, the above bounden MARY FORTIER, Substitute Trustee has hereto set her 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:

Mary Fortier (SEAL)
Mary Fortier, Substitute Trustee

Jeane A. Fitz (SEAL)

RECEIVED CLERK OF CIRCUIT COURT

1981 OCT -9 AM 8 16

QUEEN ANNE'S COUNTY

As to Surety: THE OHIO CASUALTY INSURANCE COMPANY

Barbara L. Sclater

Barbara L. Sclater As to Surety: Roberta B. L. Plummer Attorney-in-Fact

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

Surety Approved and Bond Filed Oct. 9, 1981

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

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 9th day of October, 1981.

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

CIRCUIT COURT FOR QUEEN ANNE CO.

FORTIER LIBER 14 PAGE 118

V.

PARKINSON E-6728

LINE

MR CLERK

PLEASE NOTE THAT

The APPOINTMENT OF SUBSTITUTE

TRUSTEE IS RECORDED AT

MWM 178, FOLIO 570

FILED

OCT 9 1981

CIRCUIT COURT
QUEEN ANNE'S CO.

Jerome A. Fuller

10-9-81

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

JAMES E. STUNKLE and PEGGY GUTHRIE Plaintiffs/Trustees vs. DAVID WALTER PARKINSON and WANDA ELAINE PARKINSON Defendants	)	Equity No. 6778

AMENDED
MOTION TO SUBSTITUTE
PARTY AS PLAINTIFF

Comes now James E. Stunkle and Peggy Guthrie and the Noteholder, by and through Troese and Kuta, and in support of the Motion, states:

1. That this foreclosure matter was filed on November 5, 1980, naming the original trustees James E. Stunkle and Peggy Guthrie, as Trustees.

2. That subsequent to the filing, Mary Fortier was appointed as Substitute Trustee, which was recorded on the land records for Queen Anne's County on 9/18/81 (see attached receipt).

WHEREFORE, Plaintiff and your movant pray that Mary Fortier be made Plaintiff.

I DO SOLEMNLY declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information and belief.

Johnny Showers, Collection Agent for Noteholders, Franklin Savings Bank of New York and James T. Barnes of Washington, D.C., Inc.

POINTS AND AUTHORITIES
Maryland Rule 321 + W Rules.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 5th day of October, 1981, a copy of the foregoing Motion was mailed, postage prepaid, to David and Wanda Parkinson, Rt. 1, Box 32, Marydel, MD 21649.

Jerome A. Kuta

LIBER 14 PAGE 120

MARGUERITE W. MANKIN
CLERK OF CIRCUIT COURT
CENTREVILLE, MD. 21617
Phone 758-1773

RECEIPT

( ) Deed
( ) Mortgage
( ) Mortgage Release
( ) Assignment
( ) Financing Statement
( ) Continuation Statement
( ) Termination Statement
( ) Plat
( ) Lease
( ) Law
( ) Criminal
( ) Equity
( ) Marriage License
( ) Civil Marriage
( ) Marriage Application
( ) Cash
(✓) Check

No.

✓ Deed of Appointment etc.

Time 9:37AM

Grace L. Kuta

Liber 16 E26537 A ***********5.00
Liber 16 E26537 * ***********5.00

James H. Barnes of
Washington D.C., Exec.
to
Foster

Paid By: CHECK ☐ CASH ☐

Cashier

Refund $

Dan

(OVER)

File

DE OF APPOINTMENT OF SUBSTITUTE TRUSTEE 5-40973

THIS 9th day of September, 1981, KNOW ALL MEN BY THESE PRESENTS, that,

WHEREAS, by a certain Deed of Trust dated May 11, 1976 and duly recorded among the Land Records of Queen Anne's ~~City~~/County, Maryland, in Liber 104 at folio 571, David Walter Parkinson and Wanda Elaine Parkinson did convey unto James E. Stunkle and Peggy Guthrie (Trustees), certain real property described in said Deed of Trust, to secure the indebtedness as described therein, and

WHEREAS, the aforesaid Deed of Trust provides that the holder of the indebtedness secured by said Deed of Trust shall be entitled to designate and appoint a Substituted Trustee, which act shall be evidenced by the recordation of a certificate of such designation or appointment among the County or District in which the original Deed of Trust is recorded, and

WHEREAS, the James T. Barnes of Washington, D.C., Inc. is the present holder of the Note secured thereby.

NOW, THEREFORE, WITNESSETH, that by virtue of the authority contained in the aforementioned Deed of Trust, the undersigned owner and holder of the Note secured thereby, does designate and appoint Mary Fortier as the sole acting Trustee in the place and stead of the original Trustee(s) named therein, as set forth above, and authorization is hereby granted to the Substitute Trustee in accordance with the provisions of the aforementioned Deed of Trust, and she is hereby vested with and does succeed to the rights, title, interest and duties which were with the same effect as if Mary Fortier had been named originally as the sole acting Trustee.

IN TESTIMONY WHEREOF, the said James T. Barnes of Washington, D.C., Inc. executed this Deed of Appointment of Substitute Trustee as of the day and year first above written.

Patricia Scully
Witness Patricia Scully

BY: Glenn D. Harris
James T. Barnes of Washington, D.C., Inc.
Glenn D. Harris, Asst. Vice President

STATE OF ~~MARYLAND~~ MICHIGAN
COUNTY OF WAYNE ss:

I, Johnny Showers a Notary Public in and for the State and County aforesaid, do hereby certify that Glenn D. Harris, Asst. Vice President of James T. Barnes of Washington, D.C., Inc. personally appeared before me in said State and County and executed the foregoing instrument for the purposes therein contained.

Given under my hand and seal this 9th day of September, 1981.

My Commission Expires:
May 4, 1982

Johnny Showers
Johnny Showers Notary Public

This is to certify that the within instrument was prepared by or under the supervision of Stephen J. Troose, an attorney duly admitted to practice before the Court of Appeals in Maryland.

After recording, please return to: Troese & Kuta
5827 Allentown Way
Temple Hills, MD 20748

LIBER 14 PAGE 122

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

JAMES E. STUNKLE and PEGGY GUTHRIE 5827 Allentown Way Temple Hills, Maryland 20748, Plaintiffs/Trustees,	)	
v.	)	Equity No. 6778
DAVID WALTER PARKINSON and WANDA ELAINE PARKINSON Route 1, Box 32 Marydel, Maryland 21649, Defendants	)	

O R D E R

Upon consideration of the Motion to Substitute Party as Plaintiff filed herein, it is this 19th day of October, 1981,

ORDERED that Mary Fortier be and hereby is substituted as party Plaintiff/Substitute Trustee.

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT 19 PM 1:01
QUEEN ANNE'S COUNTY

Taylor C. Carter
Judge

LAW OFFICES
TROESE AND KUTA
5827 ALLENTOWN WAY
CAMP SPRINGS, MD. 20031
301-449-3600

DOCUMENT NO. 106,892

Our File

LIBER 178 PAGE 570

DEED OF APPOINTMENT OF SUBSTITUTE TRUSTEE

5-40973

THIS 9th day of September, 1981, KNOW ALL MEN BY THESE PRESENTS, that,

WHEREAS, by a certain Deed of Trust dated May 11, 1976 and duly recorded among the Land Records of Queen Anne's ~~City~~/County, Maryland, in Liber 104 at folio 571, David Walter Parkinson and Wanda Elaine Parkinson did convey unto James E. Stunkle and Peggy Guthrie (Trustees), certain real property described in said Deed of Trust, to secure the indebtedness as described therein, and

WHEREAS, the aforesaid Deed of Trust provides that the holder of the indebtedness secured by said Deed of Trust shall be entitled to designate and appoint a Substituted Trustee, which act shall be evidenced by the recordation of a certificate of such designation or appointment among the County or District in which the original Deed of Trust is recorded, and

WHEREAS, the James T. Barnes of Washington, D.C. Inc. is the present holder of the Note secured thereby.

NOW, THEREFORE, WITNESSETH, that by virtue of the authority contained in the aforementioned Deed of Trust, the undersigned owner and holder of the Note secured thereby, does designate and appoint Mary Fortier as the sole acting Trustee in the place and stead of the original Trustee(s) named therein, as set forth above, and authorization is hereby granted to the Substitute Trustee in accordance with the provisions of the aforementioned Deed of Trust, and she is hereby vested with and does succeed to the rights, title, interest and duties which were with the same effect as if Mary Fortier had been named originally as the sole acting Trustee.

IN TESTIMONY WHEREOF, the said James T. Barnes of Washington, D.C., Inc. executed this Deed of Appointment of Substitute Trustee as of the day and year first above written.

Patricia Scully
Witness Patricia Scully

BY: Glenn D. Harris
James T. Barnes of Washington, D.C., Inc.
Glenn D. Harris, Asst. Vice President

STATE OF ~~MARYLAND~~ MICHIGAN
COUNTY OF WAYNE ss:

SEP 18-81 # 26537 ******5.00
SEP 18-81 A # 26537 ******5.00

I, Johnny Showers a Notary Public in and for the State and County aforesaid, do hereby certify that Glenn D. Harris, Asst. Vice President of James T. Barnes of Washington, D.C., Inc. personally appeared before me in said State and County and executed the foregoing instrument for the purposes therein contained.

Given under my hand and seal this 9th day of September, 1981.

My Commission Expires:
May 4, 1982

Johnny Showers
Johnny Showers Notary Public

This is to certify that the within instrument was prepared by or under the supervision of Stephen J. Troese, an attorney duly admitted to practice before the Court of Appeals in Maryland.

After recording, please return to: Troese & Kuta
5827 Allentown Way
Temple Hills, MD 20748

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 18 AM 9:37
QUEEN ANNE'S COUNTY

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT 21 AM 9:59
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 123

LIBER 14 PAGE 124

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

MARY FORTIER Substitute Trustee vs. Plaintiff(s) vs. DAVID WALTER PARKINSON and WANDA ELAINE PARKINSON Defendant(s)	Equity Number 6778

REPORT OF SALE

To the Honorable Judge of the Circuit Court for Queen Anne's County, Maryland:

The report of sale of Mary Fortier Substitute Trustee(s) in the captioned matter, respectfully shows, that after giving bond for the faithful discharge of their trust, which was duly approved, and having given notice of the time, place and terms of the sale by advertisements inserted in a newspaper published in Queen Anne's County for three successive weeks preceding the sale, said trustee(s) did, pursuant to said notice on October 9, 1981, at 10:00 a.m. in front of the Courthouse at Centreville, Maryland sell the subject property to J.T. Barnes of Washington D.C., Inc. for the sum of $ 24,656.50.

The Trustee(s) certifies that the sale was fairly made and conducted.

I (We) certify under the penalties of perjury that the contents of the foregoing document are true and correct.

Mary Fortier, Sub. Trustee

Trustee

LAW OFFICES
STEPHEN J. TROESE
8411 OLD BRANCH AVENUE
CLINTON, MARYLAND 20735
(301) 449-3900

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

MARY FORTIER Plaintiff	)	
vs.	)	Equity No. 6778
DAVID WALTER PARKINSON and WANDA ELAINE PARKINSON Defendant	)	

PURCHASERS'S AFFIDAVIT

This is to certify that with regard to the property, known as Route 1, Box 32, Marydel, MD 21649 (see description in deed of trust filed in this case.)

the subject of the above captioned action, I acted as agent for J.T. Barnes of Wash., D.C., Inc. and not as agent for any other person, that there are no other interested principals and that I did not directly or indirectly discourage anyone from bidding for the said property. Said bid was for the balance of the loan and costs of sale, totaling $24,656.50.

I certify under the penalties of perjury that the contents of the foregoing document are true and correct.

Jerome A. Kuta
Attorney for Plaintiff/Sub. Trustee

5827 Allentown Way
Temple Hills, MD 20748

LAW OFFICES
STEPHEN J. TROESE
6411 OLD BRANCH AVENUE
SAMP SPRING, MARYLAND 20831
(301) 449-3600

LIBER 14 PAGE 126

IN THE CIRCUIT COURT FOR Queen Anne's COUNTY, MARYLAND

MARY FORTIER Plaintiff vs. DAVID WALTER PARKINSON and WANDA ELAINE PARKINSON Defendant	)	Equity No. 6778

AUCTIONEER'S CERTIFICATION

To the Honorable Judge of the Circuit Court for Queen Anne's County, Maryland:

The auctioneer's certification in the captioned matter respectfully shows that on October 9, 1981, at 10:00 a.m. Pursuant to notice published in Queen Anne's County for three successive weeks, the subject property was sold to J.T. Barnes of Washington, D.C., Inc., for $24,656.50.

The auctioneer certifies that the sale was fairly made and conducted.

I certify under the penalties of perjury that the contents of the foregoing document are true and correct.

Edward S. Sobansky

Edward S. Sobansky Auctioneer

LAW OFFICES
STEPHEN J. TROESE
6411 OLD BRANCH AVENUE
WALDORF, MARYLAND 20601
(301) 449-3808

ORDER NISI ON SALE

MARY FORTIER, Substitute Trustee Plaintiff vs. DAVID WALTER PARKINSON, et ux. Defendants	In the Circuit Court for Queen Anne's County In Equity Cause No. 6778

ORDERED, this 21st day of October, 19 81, that the sale of the real property, made and reported in this cause by Mary Fortier, Substitute Trustee, be ratified and confirmed, on or after the 23rd 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 16th day of November, 19 81.

The report states the amount of sales to be $ 24,656.50.

Marguerite H. Mankin Clerk

Filed October 21, 1981

LIBER 14 PAGE 127

LIBER 14 PAGE 128

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

MARY FORTIER, Plaintiff	)	
vs.	)	Equity No. 6778
DAVID WALTER PARKINSON and WANDA ELAINE PARKINSON, Defendant	)	

AFFIDAVIT UNDER MARYLAND RULE W74 a 2 (c)

I HEREBY CERTIFY under the penalties of perjury that the following is true and correct.

That on September 25, 19~~X~~81, I caused to be mailed by certified and regular mail to the defendant(s) at Defendants last known address a notice of the time, place, and terms of sale of the property subject to this Foreclosure by letter dated September 25, 19~~X~~81, a copy of which letter is attached hereto.

Jerome A. Kuta

LAW OFFICES
STEPHEN J. TROESE
6411 OLD BRANCH AVENUE
CAMP SPRING, MARYLAND 20031
(301) 449-3500

LAW OFFICES
STEPHEN J. TROESE
5827 Allentown Way
Camp Springs, Maryland 20031
(301) 449-3000

2411 CROFTON LANE
SUITE 8B-11
CROFTON, MARYLAND 21114
301-9707
721-0707

CHANCY BUILDING
GEN. DEL. BOX 847
WALDORF, MARYLAND 20601
(301) 645-4071
[illegible]

September 25, 1981

Ms. Wanda E. Parkinson
Route 1, Box 32
Marydel, Maryland 21649

CERTIFIED MAIL NO. 0580343
RETURN RECEIPT REQUESTED

RE: Foreclosure - Route 1, Box 32
Marydel, Maryland 21649
Our File L-80-437

Dear Ms. Parkinson:

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 Courthouse front door, Circuit Court, Centerville, Maryland, on Friday, October 9, 1981, at 10:00 a.m., and will be sold then and there to the highest bidder(s). A deposit of $ 2,000.00 , 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 appearing in The Queen Anne Record Observer a newspaper published in and for Queen Anne 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,

Jerome A. Kuta (RBZ)
Jerome A. Kuta
Attorney at Law

LAW OFFICES
STEPHEN J. TROESIE
5327 Allentown Way
Chevy Chase, Maryland 20815
(301) 448-3000

THE PROCTOR LANE
SUITE 2-H
PROCTOR, MARYLAND 21114
301-987-7707
731-0707

CHANEY BUILDING
DRS. DEL. BOX 847
WALDORF, MARYLAND 20601
(301) 645-4071
843-0299

LIBER 14 PAGE 130

September 25, 1981

Mr. David W. Parkinson
Route 1, Box 32
Marydel, Maryland 21649

CERTIFIED MAIL NO. 0580342
RETURN RECEIPT REQUESTED

RE: Foreclosure - Route 1, Box 32
Marydel, Maryland 21649
Our File L-80-437

Dear Mr. Parkinson:

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 Courthouse front door, Circuit Court, Centerville, Maryland, on Friday, October 9, 1981 at 10:00 a.m., and will be sold then and there to the highest bidder(s). A deposit of $2,000.00 , 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 appearing in The Queen Anne Record Observer a newspaper published in and for Queen Anne 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,

Jerome A. Kuta, Esq.

Jerome A. Kuta
Attorney at Law

LAW OFFICES
Stephen J. Treese
5827 Allentown Way
Camp Springs, Maryland 20031
449-3600

TRUSTEES SALE

OF

VALUABLE IMPROVED
REAL ESTATE

Improved by premises known as Route 1, Box 32, Marydel, Maryland, 21649

By virtue of the power and authority contained in a Deed of Trust from David Walter Parkinson and Wanda Elaine Parkinson, his wife, to James E. Stunkle and Peggy Guthrie, trustees, dated May 11, 1976 and recorded in Liber 104, at folio 571, among the Land Records of Queen Anne County, Maryland, upon default and request for sale, the undersigned Trustee(s) will offer for sale at public auction at the Courthouse front door, Circuit Court, Centerville, Maryland, on

Friday, October 9, 1981
at 10:00 a.m.

all that property described in said Deed of Trust as follows:
All that lot or parcel of land situate, lying and being in the First Election District of Queen Anne County, State of Maryland, on the West side of the Peter's Corner-Schenk's Corner Road and more particularly described in the Deed of Trust recorded at liber 104, folio 571, of the land records of Queen Anne County, said land containing approximately 20,000 square feet of land.

Said property is improved by a one story, six room semi-detached house with garage and shed.

TERMS OF SALE: A deposit of $ 2,000.00 in the form of cash, certified check, or in any other form suitable to the trustee(s) in his sole discretion, shall be required at the time of sale. The balance of the purchase price with interest at 8½ % per annum from the date of sale to the date of payment will be paid within ten days after final ratification of the sale.

Adjustments on all taxes, public charges and special or regular assessments will be made as of the date of sale and thereafter assumed by purchaser. Washington Suburban Sanitary Commission Front Foot Benefit Charges are to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Title examination, conveyancing, State revenue stamps, transfer taxes and all other costs incident to settlement are to be paid by the purchaser. Time is of the essence for the purchaser, otherwise the property will be resold at the risk and cost of the defaulting purchaser.

Jerome A. Kuta
Attorney for Trustee(s)

Trustee James E. Stunkle

Trustee Peggy Guthrie

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

MARY FORTIER Plaintiff vs. DAVID WALTER PARKINSON and WANDA ELAINE PARKINSON Defendants	)	Equity No. 6778

MOTION TO WAIVE ADDITIONAL BOND REQUIREMENT

Comes now Plaintiff, and prays that the Court allow her to withdraw the bond filed herein and substitute a nominal bond, and for reasons states:

1. That the Trustee filed a bond in the amount of $30,000.00 in the foreclosure sale.

2. That the sale price was $24,656.50.

3. That James T. Barnes of Washington, D.C., the collection agent for the noteholder, was the purchaser at the sale.

4. That since the noteholder was the purchaser, the settlement of the sale will only be a paper transaction transferring the property to the Veteran's Administration, involving no exchange of money, except for the expenses of the sale, which are approximately $1,200.00.

5. That this will save the noteholder considerable costs. The mortgagee's last payment was on 10/30/77, and the noteholder has suffered considerable losses.

I DO SOLEMNLY DECLARE and affirm under the penalties of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information and belief.

Mary Fortier

Mary Fortier, Substitute Trustee

Points and Authorities

Maryland Rules of Procedure W Series.

LAW OFFICES
TROESE AND KUTA
5627 ALLENTOWN WAY
CAMP SPRINGS, MD. 20031
301-449-3600

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 15th day of October, 1981, a copy of the foregoing Motion was mailed, postage prepaid, to David Walter and Wanda Elaine Parkinson, at Route 1, Box 32, Marydel, Maryland 21649.

Jerome A. Kuta
5827 Allentown Way
Temple Hills, MD 20748
Tel: (301) 449-3600

LAW OFFICES
TROESE AND KUTA
5827 ALLENTOWN WAY
CAMP SPRINGS, MD. 20031
301-449-3600

CCC:mfe:10/22/81

LIBER 14 PAGE 134

MARY FORTIER Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY,
vs.	:	SITTING IN EQUITY
DAVID WALTER PARKINSON and WANDA ELAINE PARKINSON Defendants	:	NO. 6778

ORDER

Upon consideration of the Motion filed herein and for good cause shown, it is this 22nd day of October, 1981, pursuant to Md. Rule H4a,

ORDERED by the Court that the penalty of the bond filed in this matter of $30,000.00 be, and it hereby is, reduced to $2,000.00.

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT 22 PM 2:18
QUEEN ANNE'S COUNTY

Judge

Distribution:
Original: Court File
True Copies:
Jerome A. Kuta, Esq. (2)

Equity 6778

Centreville, Md. 9-28 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 October 1981. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 16th day of September 19 81, and the last insertion on the 30th day of September 19 81.

Publishers, Record Observer

Per Maybelle Freeman

CLERK, CIRCUIT COURT

1981 OCT 27 AM 10: 02

QUEEN ANNE'S COUNTY

LAW OFFICES
TROESE & KUTA
5927 Allentown Way
Camp Springs, Maryland 20031
449-3600

TRUSTEES SALE of VALUABLE IMPROVED REAL ESTATE

Improved by premises known as Route 1, Box 32, Marydel, Maryland 21649

By virtue of the power and authority contained in a Deed of Trust from Devid Walter Parkinson and Wande Elaine Parkinson, his wife, to James E. Stunkle and Peggy Guthree, trustees, dated May 11, 1976 and recorded in Liber 104, at folio 571, among the Land Records of Queen Anne's County, Maryland, upon default and request for sale, the undersigned Trustee(s) will offer for sale at public auction at the Courthouse front door, Circuit Court, Centreville, Maryland, on

Oct. 9, 1981
at 10:00 a.m.

all that property described in said Deed of Trust as follows:

All that lot or percel of land situete, lying end being In the First Election District of Queen Anne's County, State of Marylend, on the West side of the Peter's Corner-Schenk's Corner Road and more particularly described in the Deed of Trust recorded at liber 104, folio 571, of the land records of Queen Anne County, said land containing approximately 20,000 square feet of land.

Said property is improved by a one story, six room, semi-detached house with garege and shed.

TERMS OF SALE: A deposit of $2,000.00 in the form of cash, certified check, or in any other form suiteble to the trustee(s) in his sole discretion, shall be required at the time of sale. The balance of the purchase price with interest at 8½% per annum from the date of sale to the date of pyament will be paid within ten days efter final retification of the sale.

Adjustments on all texes, public charges end special or regular assessments will be made as of the date of sale and thereafter essumed by purchaser. Washington Suburban Sanitary Commission Front Foot Benefit Charges ere to be adjusted for the current year to date of sele end assumed thereafter by the purchaser. Title exemination, conveyencing, State revenue stamps, transfer texes and all other costs incident to settlement are to be paid by the purchaser. Time is of the essence for the purcheser, otherwide the property will be resold et the risk and cost of the defaulting purchaser.

James E. Stunkle
Trustee
Peggy Guthrie
Trustee
Jerome A. Kuta
Attorney for Trustee(s)

RO-9-16-3t-027

LIBER 14 PAGE 136

Equity 6778

Centreville, Md. 11-12 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 16th day of NOvember 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 28th day of October 19 81, and the last insertion on the 11th day of November 19 81.

Publishers, Record Observer

Per Marjorie Freeman

ORDER NISI ON SALE
MARY FORTIER, Substitute Trustee
Plaintiff
vs.
DAVID WALTER PARKINSON, et ux.
Defendants
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6778

ORDERED, this 21st day of October, 1981, that the sale of the real property, made and reported in this cause by Mary Fortier, Substitute Trustee, be ratified and confirmed, on or after the 23rd 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 16th day of November, 1981.

The report states the amount of sales to be $24,656.50.

MARGUERITE W. MANKIN,
Clerk
True Copy, Test:
Marguerite W. Mankin,
Clerk
By: Betty M. Comegys,
Deputy Clerk
Filed: October 21, 1981.

RO-10-28-3t-038

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV 23 AM 9:40
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR Queen Anne's COUNTY, MARYLAND

MARY FORTIER Plaintiff	)	
vs.	)	Equity No. 6778
DAVID WALTER PARKINSON and WANDA ELAINE PARKINSON Defendant	)	

FINAL ORDER OF RATIFICATION

ORDERED, this 24th day of November, 19 81, by the Circuit Court for Queen Anne's County, Maryland, 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 having been shown, although due notice appears to have been given by the Order Nisi heretofore passed and published in said cause; and the Trustee is allowed the usual commissions and such property expenses as they shall produce vouchers for the Auditor, to whom this cause is hereby referred.

Clayton C. Carter
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV 24 PM 2:03
QUEEN ANNE'S COUNTY

LAW OFFICES
STEPHEN J. TROESE
6411 OLD BRANCH AVENUE
AMP SPRING, MARYLAND 20031
(301) 449-3600

LIBER 14 PAGE 138

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

MARY FORTIER Plaintiff	)	
vs.	)	Equity No. 6778
DAVID WALTER PARKINSON and WANDA ELAINE PARKINSON Defendant	)	

AMENDED AFFIDAVIT

OF INDEBTEDNESS

I do solemnly declare and affirm that the balance on the note secured by the Deed of Trust in this matter is;

Interest paid to 10/30/77

Date of earliest unpaid installment 12/1/77

Principal balance as of 11/1/77 - $18,171.14.

(daily interest rate - $4.08, late charge - $6.20 per month)

Interest, 11/1/77 to 11/5/81 = 1444 days at $4.08 = $5891.52.

Johnny Showers 12/8/81

JOHNNY SHOWERS

RECEIVED
CLERK, CIRCUIT COURT
1981 DEC 10 AM 9:39
QUEEN ANNE'S COUNTY

LAW OFFICES
TROESE AND KUTA
5627 ALLENTOWN WAY
TEMPLE HILLS, MD. 20748
301-449-3600

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

MARY FORTIER,	)	
Plaintiff,	)	
v.	)	Equity No. 6778
DAVID WALTER PARKINSON and WANDA ELAINE PARKINSON	)	
Defendants	)	

SECOND AMENDED AFFIDAVIT OF INDEBTEDNESS

I do solemnly declare and affirm under the penalties of perjury, that the following facts are true and correct to the best of my knowledge, information and belief:

1. That the balance on the note secured by the Deed of Trust in this matter is $18,171.14 as of November 1, 1977, consisting of $17,308.83 unpaid principal balance and -$862.31 escrow balance for real taxes advanced (your attention is directed to provision 5 of the Deed of Trust which provides for advancement of taxes by Deed of Trust noteholder).

2. That the interest rate from November 1, 1977 is $4.08 per day.

3. That the late charge from November 1, 1977 is $6.20 per month (4% of monthly installment per paragraph 2(b) of the Trust. Monthly installments were $155.00 consisting of $134.58 principal and interest and $20.42 monthly escrow.

James T. Barnes of Washington, D.C., Inc., Collection Agent for Franklin Savings Bank of New York, Deed of Trust Note Endorsee

Johnny Showers

Johnny Showers,
Foreclosure Manager

LAW OFFICES
TROESE AND KUTA
5627 ALLENTOWN WAY
TEMPLE HILLS, MD. 20748
301-449-3600

LIBER 14 PAGE 140

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARY FORTIER	:	
Substitute Trustee	:	
v.	:	Chancery 6778
DAVID WALTER PARKINSON and WANDA ELAINE PARKINSON	:	
	:	

: : : : :

ACCOUNT OF AUDITOR AND PROPOSED DISTRIBUTION

PROCEEDS OF FORECLOSURE SALE			
Sale Price		$ 24,656.50	
Interest on $22,656.50 from 10/9 to 11/5 27 days at $5.35 per day		144.45	
Credit for real property taxes		51.48-	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 24,749.47
COMMISSIONS payable to Trustee		$ 1,232.83	
EXPENSES OF SALE			
Court costs	$ 168.50		
Advertising			
Notice of sale	159.72		
Report of sale	61.44		
Bond premium	30.00		
Auctioneer (maximum allowed)	61.64	481.30	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 45.00		
Postage & xerox	1.36	46.36	1,760.49-
AVAILABLE FOR DISTRIBUTION			$ 22,988.98
INDEBTEDNESS UNDER DEED OF TRUST			
Principal, per Second Amended Statement of Debt		$ 17,308.83	
Interest at 8.5%			
11/1/77 - 10/31/81 (4 years)		5,885.00	
11/1/81 - 12/08/81 (38 days) at $4.08		155.04	
Advanced to escrow account		862.31	
TOTAL OWED under Deed of Trust			$ 24,211.18
AVAILABLE FOR DISTRIBUTION to Lender, as above			22,988.98-
DEFICIT			$ 1,222.20-

Note: Late charges not allowable under Deed of Trust "unless such proceeds [of sale] are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby."

NOTICE

The attached Account was filed on the 24th 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 #6778. 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 24th 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:

David Walter Parkinson
Route 1 Box 32
Marydel, Maryland 21649

Wanda Elaine Parkinson
Route 1 Box 32
Marydel, Maryland 21649

Jerome A. Kuta, Esquire
Attorney for Mary Fortier
5827 Allentown Way
Camp Springs, Maryland 20031

John W. Sause, Jr.
Auditor

MARY FORTIER, Substitute Trustee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6778
DAVID WALTER PARKINSON, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 24th 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 11th day of January, 19 82, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Marguerite H. Munkin Clerk

Filed December 24, 1981

	*	IN THE CIRCUIT COURT
MARY FORTIER, Substitute Trustee	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6778
	*	
DAVID WALTER PRAKINSON, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 11th day of January, 1982, by the Court that the account of the Auditor is finally ratified and confirmed, and Mary Fortier, Substitute ~~XXXXXXXXXX~~/Trustee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Markin Clerk

Filed January 11, 1982

LIBER 14 PAGE 144

VACHEL A. DOWNES, JR.
ASSIGNEE OF MORTGAGE
115 Lawyers Row
Centreville, Maryland 21617

VS.

CHARLES PRESTON MURRAY
WANDA DENISE MURRAY
P.O. Box 31
Barclay, Maryland 21607

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6951

* *

ORDER TO DOCKET SUIT

AUG 10-81 # 25265 *****60.00
AUG 10-81 A 25265 *****6.00

TO: MARGUERITE M. MANKIN, CLERK:

Madam Clerk: You will please docket suit as per the above titling for foreclosure of a mortgage from Charles Preston Murray and Wanda Denise Murray to The Sudlersville Bank of Maryland, dated December 12, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 100 folio 39, heretofore assigned to Vachel A. Downes, Jr., for purpose of collection by foreclosure, default having occurred in the terms thereof by reason of non-payment of principal and interest payable under the terms of said mortgage after demand therefor was made; and you will file herewith a certified copy of said mortgage as well as the accompanying affidavit.

Vachel A. Downes Jr.
VACHEL A. DOWNES, Jr.
Assignee of Mortgage
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0680

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 10th day of August, 1981, before me, the subscriber, a Notary Public as aforesaid, personally appeared Vachel A. Downes, Jr., Assignee of Mortgage, and made oath in due form of law to the best of his knowledge, information and belief, that Charles Preston Murray and Wanda Denise Murray according to the tax assessments records of Queen Anne's County reside at Barclay, Queen Anne's County, Maryland, and that they are not now in the military service of the United States of America as defined by the Solider's and Sailor's Civil Relief Act of 1940, with amendments thereto, of Chapter 710 of the Laws of Maryland of 1941, nor have they been in such military service within three months prior hereto.

AS WITNESS my hand and Notarial Seal.

Connie R. Nelson
NOTARY PUBLIC

CLERK
1981 AUG 10 PM 1:28
QUEEN ANNE'S COUNTY

My Commission Expires: 7-1-1982

CONNIE R. NELSON NOTARY PUBLIC QUEEN ANNE'S

VACHEL A. DOWNES, JR.
ASSIGNEE OF MORTGAGE

VS.

CHARLES PRESTON MURRAY
WANDA DENISE MURRAY

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6951

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

Madam Clerk:

Please provide a certified copy of a certain mortgage from Charles Preston Murray and Wanda Denise Murray to The Sudlersville Bank of Maryland, dated December 12, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 100 folio 39, and of the assignment at the foot thereof from The Sudlersville Bank of Maryland to Vachel A. Downes, Jr., for purposes of foreclosure, dated July 17, 1981, heretofore recorded among said Land Records, and file the same herein, charging the costs thereof hereto.

Vachel A. Downes, Jr.

VACHEL A. DOWNES, JR.
ASSIGNEE OF MORTGAGE

VACHEL A. DOWNES, JR.
ASSIGNEE OF MORTGAGE
115 Lawyers Row
Centreville, Maryland 21617

vs.

CHARLES PRESTON MURRAY
WANDA DENISE MURRAY
P.O. Box 31
Barclay, Maryland 21607

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
NO. 6951

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

STATEMENT OF MORTGAGE INDEBTEDNESS

Principal Indebtedness	$16,635.36
Unpaid principal at nine and one-half percent (9½%), 140 days at $4.33 per day, to August 7, 1981	606.20
Late charges for terms of mortgage, 16 days at $11.50, the sum of	184.00
Total Principal and Interest as of August 7, 1981	$17,425.56

Respectfully submitted,

Vachel A. Downes Jr.
VACHEL A. DOWNES, JR.
Assignee Of Mortgage

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 10th day of August, 1981, before me, the subscriber, a Notary Public as aforesaid, personally appeared Vachel A. Downes, Jr., Assignee Of Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Statement of Mortgage Indebtedness are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Connie L Hutson
NOTARY PUBLIC

My Commission Expires: 7-1-1982

CLERK
1981 AUG 10 PM 1:29
QUEEN ANNE'S COUNTY

DOCUMENT NO. 82262

THIS MORTGAGE, made this 12th day of December, 1975, by and between CHARLES PRESTON MURRAY and WANDA DENISE MURRAY, his wife of the first part, hereinafter referred to as MORTGAGOR, and THE SUDLERSVILLE BANK OF MARYLAND of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of TWENTY ONE THOUSAND FIVE HUNDRED DOLLARS - - - NINE & 00/100 Dollars ($ 21,500.00) payable, with interest thereon from the date hereof at the rate of ONE-HALF (9½ %) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

The aforesaid indebtedness shall be payable ON DEMAND. Until such time as demand therefor be made, said Mortgagors shall have the right to prepay all or any part of the aforesaid principal indebtedness, at any time, without premium or penalty; provided, however, that all prepayments of principal shall be accompanied by the payment of all interest accruing to the date of such prepayment.

RECEIVED FOR RECORD
& RECORDED IN LIBER CAL
No. 160 FOLIO 39

1975 DEC 16 PM 3:13

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

DEC 16-75 * 22460 ******1.65
DEC 16-75 A 22460 ******1.65

DEC 16-75 * 22459 *****79.80
DEC 16-75 A 22459 *****69.30
DEC 16-75 A 22458 *****10.50

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

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

ALL that lot or parcel of land, situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, and being known and designated as Parcel Two (2) on a certain Plat made by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, dated March 1, 1973, and recorded in Liber C. W. C. No. 75, folio 231, a land record book for the County and State aforesaid, and being more particularly described by metes and bounds, courses and distances, as follows, to wit: BEGINNING for the same at an iron pipe set in the Northwesternmost corner of the herein described parcel of land, said beginning point being located South 87° 36' 56" East, 50.00 feet from the iron pipe found in the division line between the lands of, or formerly of, William R. Wilson (See Orphans' Court File No. 4083), and Edward W. Murray (See N. B. W. No. 5, folio 335), said beginning point also being located North 00° 38' 08" East, 1,067.20 feet from the beginning of the aforementioned division line between the aforesaid Wilson lands and the herein described lands; thence from said beginning point so fixed, and running for a new line of division through the lands of Edward W. Murray, South 87° 36' 56" East, 168.00 feet to an iron pipe set; thence, continuing said same course, South 87° 36' 56" East, 50.00 feet to a point; thence, still running for new lines of division through said Murray lands, South 00° 38' 08" West, 200.00 feet to a point; thence North 87° 36' 56" West, 50.00 feet to an iron pipe set; and thence continuing said same courses North 87° 36' 56" West, 168.00 feet to an iron pipe set in the Easternmost right-of-way line of the aforementioned 50 foot wide road, lane or right-of-way; thence, binding on the Easternmost right-of-way line of said 50 foot wide road, lane or right-of-way, North 00° 38' 08" East, 200.00 feet to the place of beginning; CONTAINING in all 1.00 Acre of land, more or less;

BEING the same lot or parcel of land which was granted and conveyed unto the said Charles Preston Murray and Wanda Denise Murray, his wife, the Mortgagors herein, by Edward W. Murray, by deed of conveyance bearing date June 14, 1973, and recorded in Liber C. W. C. No. 75, folio 234, a land record book as aforesaid.

(OVER)

LIBER 100 PAGE 39

2/9/76 Original C. mailed to Mortgagee Sudlersville, Md.

LIBER 14 PAGE 147

SUBJECT to a grant of right-of-way easement from the said Mortgagors herein to Choptank Electric Cooperative, Inc., dated September 19, 1973 and recorded in Liber C. W. C. No. 79, folio 770, a land record book for the County and State aforesaid.

AND TOGETHER with a perpetual fifty (50) foot right-of-way heretofore granted unto the said Mortgagors herein (See Deed recorded in Liber C. W. C. No. 75, folio 234), their heirs, personal representatives and assigns, extending from the property hereinbefore mentioned and described to the property of Charlie Milton Johnson and wife as shown on the hereinbefore mentioned Plat as a means of ingress and egress to and from said lot, and from and to said Johnson property; and further a perpetual right-of-way twenty (20) feet in width extending from the Northerly end of said fifty (50) foot right-of-way over the lands of Charlie Milton Johnson and wife as a means of ingress and egress to and from said fifty (50) foot right-fo-way, and from and to Maryland Route 302.

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

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

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum charge of $2.00, on each payment more than fifteen days in arrears, to cover the extra expense involved in handling delinquent payments, (3) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (4) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (7) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or EDWARD TURNER, its XX hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of $ 150.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose under the power of sale granted herein, (8) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof, (9) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances of said land as may be requisite.

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

WITNESS the hand and seal of the Mortgagor:

WITNESS: (as to Mortgagors)

W.M.D. Roe

Charles Preston Murray (SEAL)
Charles Preston Murray

Wanda Denise Murray (SEAL)
Wanda Denise Murray

(SEAL)

(SEAL)

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

On this the 12th day of December, 19 75, before me, W.M.D. Roe, a Notary Public, the undersigned officer, personally appeared Charles Preston Murray and Wanda Denise Murray, his wife known to me to be the person (s) whose name (s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared JOHN E. GEORGE, President of The Sudlersville Bank of Maryland, the within named Mortgagee

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that the amount of the aforesaid loan has been paid over and disbursed to said * Mortgagors at or before the time of the execution of this mortgage.

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

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

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.

(Here insert the name of the officer who takes the acknowledgment.)

Edward Turner

W.M.D. Roe
Notary Public
My commission expires July 1, 1978

FOR ASSIGNMENT SEE LIBER 177 PAGE 558 mwm

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber CWC 100, folio 39, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 11th day of August 1981.

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

LIBER 100 PAGE 41

LIBER 14 PAGE 140

LIBER 14 PAGE 150

DOCUMENT NO. 106,519 LIBER 177 PAGE 558

No.
Re. RECEIVED FOR RECORD

1981 AUG 10 PM 1:28

QUEEN ANNE'S COUNTY

Assignment

AUG 10 81 * 25264 ******
AUG 10 81 A 25264 ******

OF MORTGAGE FROM CHARLES PRESTON MURRAY & WANDA DENISE MURRAY, HIS WIFE

TO THE SUDLERSVILLE BANK OF MARYLAND AS RECORDED IN

LIBER CWC NO. 100 FOLIO 39

MAIL TO Vachel A. Downes, Jr., Esq., Centreville, Md 21617

FOR VALUE RECEIVED, The Sudlersville Bank of Maryland, does hereby assign the within and foregoing Mortgage to Vachel A. Downes, Jr., for the purpose of foreclosure.

WITNESS the hand of William M. D. Roe, President and seal of said Sudlersville Bank of Maryland, this 17th day of July, 1981.

WITNESS:

SUDLERSVILLE BANK OF MARYLAND

Simon Powell
Vice Pres.

William M. D. Roe
President

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MEM No. 177, folio 558, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 11th day of August 1981.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND

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

LIBER 1 PAGE 128

Equity # 6951

BOND

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

KNOW ALL MEN BY THESE PRESENTS: that we, Vachel A. Downes, Jr., of Queen Anne's County, State of Maryland, as Principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly authorized by its charter to become sole Surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of EIGHTEEN THOUSAND DOLLARS ($18,000.00) current money of the United States of America, to be paid unto the State of Maryland, or its certain attorney, to which payment will and truly to be made and done, we bind ourselves and each of our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 10 day of August 1981.

WHEREAS, by a certain mortgage from Charles Preston Murray and Wanda Denise Murray, wife, to The Sudlersville Bank of Maryland, dated December 12, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 100 folio 39, the Mortgagors became indebted unto the Mortgagee therein; and

WHEREAS, Vachel A. Downes, Jr., is the assignee of said mortgage for purposes of collection and foreclosure;

WHEREAS, the above bounden, Vachel A. Downes, Jr., Assignee of Mortgage, is about to execute the power of sale contained in the above described mortgage by making sale of the property described in, granted and conveyed by the said mortgage, default having occurred in the terms, conditions and covenants of the said mortgage by the reason of the non-payment of the principal mortgage debt named in said mortgage and by reason of the non-payment of the interest covenants to be paid upon the said principal mortgage indebtedness by the terms of said mortgage at the times therein provided for the payment.

Now the condition of the above obligation is such, that if the above bounded, Vachel A. Downes, Jr., does and shall, will and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise, to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Connie R. Hutson

Vachel A. Downes Jr. (SEAL)
VACHEL A. DOWNES, Jr.
Assignee of Mortgage

ATTEST:

J. Carol Bennett

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY: William Freestate
William Freestate
Its Attorney In Fact

FILED
1981 AUG 11 PM 1:55
QUEEN ANNE'S COUNTY

APPROVED AND FILED, THIS August 11, 1981.

LIBER 14 PAGE 151

LIBER 14 PAGE 152

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 William M. Freestate of Centerville, Maryland..

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 ONE HUNDRED THOUSAND DOLLARS ($100,000).....

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 William M. Freestate, dated October 23, 1969.

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 14th day of February, 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 } ss:
CITY OF BALTIMORE

On this 14th day of February, 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 nforesaid, 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 nnd 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, 1978

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 nnd 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 10 day of August, 19 81.

W J Bestrup, Assistant Secretary

L1419Ctf.—1M, 9-79 208872

VACHEL A. DOWNES, JR.
ASSIGNEE OF MORTGAGE
115 Lawyers Row
Centreville, Maryland 21617

vs.

CHARLES PRESTON MURRAY
WANDA DENISE MURRAY
P.O. Box 31
Barclay, Maryland 21607

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6951

* *

AMENDED STATEMENT OF MORTGAGE INDEBTEDNESS

Principal Indebtedness	$16,635.36
Unpaid principal at nine and one-half percent (9½%), 140 days at $4.33 per day, to August 7, 1981	606.20
Late charges for terms of mortgage, 16 months at $11.50, the sum of	184.00
Total Principal and Interest as of August 7, 1981	$17,425.56

3/2

Respectfully submitted,

Vachel A. Downes Jr

VACHEL A. DOWNES, JR.
Assignee Of Mortgage

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 13th day of August, 1981, before me, the subscriber, a Notary Public as aforesaid, personally appeared Vachel A. Downes, Jr., Assignee of Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Statement of Mortgage Indebtedness are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Connie L. Hutson

NOTARY PUBLIC

My Commission Expires: 7-1-1982

LIBER 14 PAGE 154

VACHEL A. DOWNES, JR.
ASSIGNEE OF MORTGAGE

VS.

CHARLES PRESTON MURRAY
WANDA DENISE MURRAY

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6951

AFFIDAVIT

I HEREBY CERTIFY, that on this 4th day of September, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Assignee of Mortgage, and made oath in due form of law that registered mail notice of the time, place and terms of sale in this cause were duly served or attempted to be served by registered mail on Charles Preston Murray and Wanda Denise Murray, as prescribed by Rule W 74 (2) (c) of the Maryland Rules of Procedure, and both defendants had actual knowledge thereof as evidenced by telephone conversations with the assignee subsequent to the aforementioned notice.

Connie L. Hutson
NOTARY PUBLIC

My Commission Expires: 7-1-1982

CONNIE L. HUTSON NOTARY PUBLIC QUEEN ANNE'S CO., MD.

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP -4 PM 1:16
QUEEN ANNE'S COUNTY

1981 SEP -4 PM 1:16
QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.
ASSIGNEE OF MORTGAGE

VS.

CHARLES PRESTON MURRAY
WANDA DENISE MURRAY

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6951

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Vachel A. Downes, Jr., Assignee of Mortgage, in the proceedings in said cause above mentioned, respectfully shows that after giving bond with approved security for the faithful discharge of his duties, as prescribed by law, and having given notice of the time, place,manner and terms of sale by advertisement inserted in the Queen Anne Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three (3) consecutive weeks preceding the day of sale; the said Assignee of Mortgage, Vachel A. Downes, Jr., did, pursuant to said notice, on Thursday, September 3, 1981, at 11:00 o'clock, a.m., in front of the Courhouse Door, in the Town of Centreville, then and there sell at public auction to the highest bidder the fee simple property mentioned and described in the advertisement of sale; said property so offered being thereby sold unto William M.D. Roe, Agent for The Sudlersville Bank of Maryland, at and for the sum of $ 17,000.00, which price was the highest amount bid for said property.

The Report of Sale states that the amount of sale is $ 17,000.00.

Respectfully submitted,

Vachel A. Downes Jr

Vachel A. Downes, Jr.,
Assignee of Mortgage

STATE OF MARYLAND

TO WIT:

COUNTY OF QUEEN ANNE'S

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 aforesaid, personally appeared Vachel A. Downes, Jr., Assignee of Mortgage, and he did make oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct to the best of his knowledge, information and belief, and that such sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Carrie L. Hutson

NOTARY PUBLIC

My Commission Expires: 7-1-1982

LIBER 14 PAGE 156

VACHEL A. DOWNES, JR.
Assignee of Mortgage

vs.

CHARLES PRESTON MURRAY
WANDA DENISE MURRAY

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6951

* * * * * * * *

AFFIDAVIT

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 the County of Queen Anne's, personally appeared Vachel A. Downes, Jr., Assignee of Mortgage and made oath in due form of law that a title examination of the property in these proceedings disclosed no junior encumbrances upon said lands, nor judgment or similar lien holders, and that registered mail notice of the time, place and terms of sale were duly served, or attempted to be served, upon all persons entitled to such notice by the Laws of Maryland or the Maryland Rules of Procedure.

Vachel A. Downes Jr.
VACHEL A. DOWNES, JR.,
Assignee as aforesaid

SUBSCRIBED AND SWORN to before me, the undersigned, this 9th day of September, 1981.

Connie L. Hudson
NOTARY PUBLIC

My Commission Expires: 7-1-1982

NOTARY PUBLIC CONNIE L. HUDSON QUEEN ANNE'S CO. MD.

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 10 PM 3:56
QUEEN ANNE'S COUNTY

REGISTERED NO. 601

Value	$ 100.00	Special Delivery	$
Reg. Fee	$ 3.50	Return Receipt	$ .60
Handling Charge	$	Restricted Delivery	$
Postage	$ .18	☐ AIRMAIL	

POSTMASTER (By) Tw

POSTMARK OF CENTREVILLE MD AU 27 1981 MAILING OFFICE

FROM Dennis V Gregory
POB 87
Centreville Md 21617

TO Charles Peter Murray
POB 51
Barclay Md 21607

☆ GPO: 1976—599-283

REGISTERED NO. 600

Value	$ 100.00	Special Delivery	$
Reg. Fee	$ 3.30	Return Receipt	$ .60
Handling Charge	$	Restricted Delivery	$
Postage	$ .18	☐ AIRMAIL	

POSTMASTER (By) Tw

POSTMARK OF CENTREVILLE MD AU 27 1981 MAILING OFFICE

FROM Dennis V Gregory
POB 87
Centreville Md 21617

TO Wanda Denise Murray
POB 51
Barclay Md 21607

☆ GPO: 1976—599-283

REGISTERED NO. 599

Value	$ 100.00	Special Delivery	$
Reg. Fee	$ 3.30	Return Receipt	$ .60
Handling Charge	$	Restricted Delivery	$
Postage	$ .18	☐ AIRMAIL	

POSTMASTER (By) Tw

POSTMARK OF CENTREVILLE MD AU 27 1981 MAILING OFFICE

FROM Dennis V Gregory
POB 87
Centreville Md 21617

TO Wanda Mary c/o Michael O'Connor
28 Court Street
Easton Md 21601

☆ GPO: 1976—599-283

REGISTERED NO. 598

Value	$ 100.00	Special Delivery	$
Reg. Fee	$ 3.30	Return Receipt	$ .60
Handling Charge	$	Restricted Delivery	$
Postage	$ .18	☐ AIRMAIL	

POSTMASTER (By) Tw

POSTMARK OF CENTREVILLE MD AU 27 1981 MAILING OFFICE

FROM Dennis V Gregory
POB 87
Centreville Md 21617

TO c/o Patrick Thompson Esq
109 Lawyers Row
Centreville Md 21617

☆ GPO: 1976—599-283

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 Peter Murray c/o Patrick C Thompson Esq

3. ARTICLE DESCRIPTION: REGISTERED NO. 598 CERTIFIED NO. INSURED NO.

4. I have received the article described above. SIGNATURE ☐ Addressee ☐ Authorized agent
DATE OF DELIVERY 8/25/81
POSTMARK CENTREVILLE MD AUG 28 1981

5. ADDRESS (Complete only if requested)

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

PS Form 3811, Aug. 1978 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL ☆ GPO: 1978-272-382

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: C. Peter Murray POB 51 Barclay Md 21607

3. ARTICLE DESCRIPTION: REGISTERED NO. 601 CERTIFIED NO. INSURED NO.

4. I have received the article described above. SIGNATURE ☐ Addressee ☑ Authorized agent
DATE OF DELIVERY Nicole Dodd
POSTMARK SEP 1981

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:
CLERK'S INITIALS

PS Form 3811, Aug. 1978 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL ☆ GPO: 1978-272-382

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: Wanda Denise Murray Barclay Md 21607

3. ARTICLE DESCRIPTION: REGISTERED NO. 600 CERTIFIED NO. INSURED NO.

4. I have received the article described above. SIGNATURE ☐ Addressee ☑ Authorized agent
DATE OF DELIVERY Rodney D. Doulin 8-31-81
POSTMARK CENTREVILLE MD AUG 31 1981

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:
CLERK'S INITIALS

PS Form 3811, Aug. 1978 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL ☆ GPO: 1978-272-382

LIBER 14 PAGE 158

VACHEL A. DOWNES, JR.
ASSIGNEE OF MORTGAGE

VS.

CHARLES PRESTON MURRAY
WANDA DENISE MURRAY

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6951

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

AFFIDAVIT

The undersigned, purchaser of the property of or formerly of Charles Preston Murray and Wanda Denise Murray, sold at public auction on the 10th day of September, 1981, does hereby make oath in due form of law (a) that the property was purchased by William M.D. Roe, Agent for The Sudlersville Bank of Maryland, there being no other person interested therein as principal, and (b) that the undersigned did not directly or indirectly discourage anyone from bidding for said property.

AS WITNESS my hand this 10th day of September, 1981, at 11:45 o'clock, a.m., (D.S.T.)

THE SUDLERSVILLE BANK
OF MARYLAND

BY: William M. D. Roe President
Purchaser(s)

Subscribed and Sworn to before me, the undersigned, a Notary Public of Queen Anne's County, State of Maryland, this 10th day of September, 1981.

AS WITNESS my hand and Notarial Seal.

Connie L. Nelson
NOTARY PUBLIC

My Commission Expires: 7-1-1982

AFFIDAVIT BY AUCTIONEER

I HEREBY CERTIFY, that on this 10th day of September, 1981, that the undersigned, did sell at public sale the lands of Charles Preston Murray and Wanda Denise Murray near Barclay, Queen Anne's County, Maryland, unto William M.D. Roe, Agent for The Sudlersville Bank of Maryland, at and for the sum of $17,000.00 and I do further certify that this sale was fairly made.

Norman Dixon
Norman Dixon, Auctioneer

Subscribed and Sworn to before me, the undersigned, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, this 10th day of September, 1981.

AS WITNESS my hand and Notarial Seal.

Connie L. Nelson
NOTARY PUBLIC

My Commission Expires: 7-1-1982

ORDER NISI ON SALE

VACHEL A. DOWNES, JR., Assignee vs. CHARLES PRESTON MURRAY WANDA DENISE MURRAY	In the Circuit Court for Queen Anne's County In Equity Cause No. 6951

ORDERED, this 10th day of September, 19 81, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Assignee, be ratified and confirmed, on or after the 15th 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 8th day of October, 19 81.

The report states the amount of sales to be $ 17,000.00.

Marguerite H. Martin Clerk

Filed September 10, 1981

LIBER 14 PAGE 159

LIBER 14 PAGE 160

Centreville, Md. 9-3 19 81

We Hereby Certify

That the annexed advertisement of

MORTGAGE 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 10th day of September 81. 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 2nd day of September 1981.

Publishers, Record Observer

Per Marjorie Freeman

RECEIVED
CLERK, CIRCUIT COURT
SEP 17 PM 1:36
QUEEN ANNE'S COUNTY

DOWNES AND GREGORY
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0620

Mortgage Sale
of
Improved Desirable Dwelling
Near Barclay, Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a mortgage from Charles Preston Murray and Wanda Denise Murray, wife, to The Sudlersville Bank of Maryland, dated December 12, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 100 folio 39, (Vachel A. Downes, Jr., being the Assignee of the Mortgage for purpose of collection by foreclosure or otherwise), default having occurred in the terms of said mortgage, the undersigned Assignee will offer at the public auction to the highest bidder on

Thurs., Sept. 10, 1981
at 11:00 o'clock, a.m. (DST)

In front of the Courthouse Door in the Town of Centreville, Queen Anne's County, Maryland, all the following described real estate, to wit:

ALL that lot or parcel of land, situate, lying and being in the First Election District of Queen Anne's County, State of Maryland, and being known and designated as Parcel Two (2) on a certain Plat made by J.R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, dated March 1, 1973, and recorded in Liber C.W.C. No. 75 folio 231, a land record book for the County and State aforesaid, and being more particularly described by metes and bounds, courses and distances, as follows, to wit:

BEGINNING for the same at an iron pipe set in the Northwesternmost corner of the herein described parcel of land, said beginning point being located South 87° 36' 56" East 50.00 feet from the iron pipe found in the division line between the lands of, or formerly of, William R. Wilson (See Orphans' Court File No. 4083), and Edward W. Murray (See N.B.W. No. 5 folio 335), said beginning point also being located North 00° 38' 08" East, 1,067.20 feet from the beginning of the aforementioned division line between the aforesaid Wilson lands and the herein described lands; thence from said beginning point so fixed, and running for a new line of division through the lands of Edward W. Murray, South 87° 36' 56" East, 168.00 feet to an iron pipe set; thence, continuing said same course, South 87° 36' 56" East, 50.00 feet to a point; thence, still running for new lines of division through said Murray lands, South 00° 38' 08" West, 200.00 feet to a point; thence North 87° 36' 56" West, 50.00 feet to an iron pipe set; and thence continuing said same courses North 87° 36' 56" West, 168.00 feet to an iron pipe set in the Eastern-most right-of-way line of the aforementioned 50 foot wide road, lane or right-of-way; thence, binding on the Easternmost right-of-way line of said 50 foot wide road, lane or right-of-way, North 00° 38' 08" East, 200.00 feet to the place of beginning; CONTAINING in all 1.00 Acre of land, more or less;

BEING the same lot or parcel of land which was granted and conveyed unto the said Charles Preston Murray and Wanda Denise Murray, his wife, by Edward W. Murray, by deed of conveyance bearing date of June 14, 1973, and recorded in Liber C.W.C. No. 75 folio 234, a land record book as aforesaid.

SUBJECT, to a grant of right-of-way easement from the Charles Preston Murray, et. ux., to Choptank Electric Cooperative, Inc., dated September 19, 1973, and recorded in Liber C.W.C. No. 79 folio 770, a land record book for the County and State aforesaid.

AND TOGETHER with a perpetual fifty (50) foot right-of-way heretofore granted unto the said Charles Preston Murray, et. ux., (See Deed recorded in Liber C.W.C. No. 75 folio 234), their heirs, personal representatives and assigns, extending from the property hereinbefore mentioned and described to the property of Charles Milton Johnson and wife as shown on the hereinbefore mentioned Plat as a means of ingress and egress to and from said lot, and from and to said Johnson property; and further a perpetual right-of-way twenty (20) feet in width extending from the Northerly end of said fifty (50) foot right-of-way over the lands of Charlie Milton Johnson and wife as a means of ingress and egress to and form said fifty (50) foot right-of-way, and from and to Maryland Route 302.

Subject also to all rights of way, easements, charges and liens, if any, of record prior to the recording of the aforesaid mortgage.

IMPROVED by a modern one story frame rancher approximately 28 feet by 45 feet, aluminum siding, with living room, dining area, kitchen, 3 bedrooms, bath, attached single car garage; located south of Maryland Route No. 302 about one-half mile west of Barclay.

TERMS OF SALE: A deposit of not less than $2,000.00 of the purchase money will be required in cash or by certified check or cashier's check on day of sale, or the full purchase price in cash or by certified or cashier's check on day of sale at the option of Purchaser(s). Any unpaid balance of the purchase money is to be secured by a note of the purchaser(s) bearing interest from day of sale at 8%, which balance shall be paid within 10 days after final ratification of the sale by the Court.

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

Vachel A. Downes, Jr.
Assignee of Mortgage
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0680

RO-8-19-3t-030

LIBER 14 PAGE 162

Centreville, Md. 10-29 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 8th 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 Leonard

RECEIVED
CLERK OF COURT
1981 OCT 30 AM 11:53
QUEEN ANNE'S COUNTY

ORDER NISI
ON SALE
VACHEL A. DOWNES, JR.,
Assignee
vs.
CHARLES PRESTON MURRAY
WANDA DENISE MURRAY
In the Circuit Court for Queen Anne's County
In Equity
Cause No. 6351

ORDERED, this 10th day of September, 1981, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Assignee, be ratified and confirmed, on or after the 15th 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 8th day of October, 1981.

The report states the amount of sales to be $17,000.00.

Marguerite W. Mankin
Clerk

True Copy, Test:
Marguerite W. Mankin
Clerk
BY: Betty M. Comegys
Deputy Clerk

Filed: September 10, 1981.
RO-9-23-31-033

CCC:mfe:11/13/81

VACHEL A. DOWNES, JR., Assignee of Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY,
CHARLES PRESTON MURRAY and WANDA DENISE MURRAY	:	SITTING IN EQUITY
	:	NO. 6951

FINAL ORDER OF RATIFICATION OF SALE

The aforegoing verified Report of Sale and Order Nisi thereon having been examined and considered, and the Court being satisfied that (1) no exceptions having been filed to the Report of Sale (2) that the Order Nisi was published in compliance with Md. Rule BR6 b. 2. (3) that the sale was fairly made on September 10, 1981 and (4) that the manner of sale was in substantial compliance with the Maryland Rules of Procedure.

IT IS THEREUPON ORDERED this 13th day of November, 1981, by the Circuit Court for Queen Anne's County, Sitting in Equity, that the sale made by Vachel A. Downes, Jr., Assignee of Mortgage, on the 10th day of September, 1981, although reported to have been on the 3rd day of September, 1981, be and the same is hereby ratified and confirmed; and the said Vachel A. Downes, Jr., Assignee of Mortgage, is allowed the usual commissions under the Rule of this Court and such proper expenses as he shall produce vouchers for to the Auditor of this Court.

Judge

Distribution:
Original: Court File
Photocopy:
Vachel A. Downes, Jr., Assignee

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.
Assignee

v. CHANCERY NO. 6951

CHARLES PRESTON MURRAY
WANDA DENISE MURRAY

: : : : :

ACCOUNT OF AUDITOR
AND PROPOSED DISTRIBUTION

PROCEEDS OF FORECLOSURE SALE			
Sale Price		$ 17,000.00	
Interest on $ 15,000.00 @ 8.00% from 9/10 to 12/2 83 days @ $ 3.29 per day		273.07	
Adjustments to Sale Price Real Property taxes		159.65-	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 17,113.42
COMMISSIONS, payable to Assignee		$ 1,000.00	
ATTORNEY FEE, per Mortgage		150.00	
EXPENSES OF SALE			
Court costs	$ 143.00		
Advertising			
Notice of Sale	282.57		
Report of Sale	47.10		
Bond premium	72.00		
Auctioneer's fee	42.50		
Certified mail	15.60		
Notary Public	5.00	607.77	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 45.00		
Postage & xerox	1.36	46.36	1,804.13-
AVAILABLE FOR DISTRIBUTION			$ 15,309.29
INDEBTEDNESS under Mortgage			
Principal, per Statement of Debt		$ 16,635.36	
Interest @ 9.50% ($ 4.33 per day)			
3/20 to 8/7 (140 days)		606.20	
8/7 to 11/9 (94 days)		407.02	
Late charges		184.00	
TOTAL OWED under Mortgage			$ 17,832.58
DISTRIBUTION TO LENDER: proceeds available, as above			15,309.29-
D E F I C I T			$ 2,523.29-

NOTICE

The attached Account was filed on the 4th 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 #6951. 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 4th 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:

Vachel A. Downes, Jr., Esquire
115 Lawyers Row
Centreville, Maryland 21617

Charles Preston Murray
Post Office Box 31
Barclay, Maryland 21607

Wanda Denise Murray
Post Office Box 31
Barclay, Maryland 21607

John W. Sause, Jr.
Auditor

VACHEL A. DOWNES, JR., Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6951
CHARLES PRESTON MURRAY WANDA DENISE MURRAY	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 4th 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 21st 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. Meakin Clerk

Filed December 4, 1981

VACHEL A. DOWNES, JR., Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6951
	*	
CHARLES PRESTON MURRAY	*	
WANDA DENISE MURRAY	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 27th day of January, 1982, by the Court that the account of the Auditor is finally ratified and confirmed, and Vachel A. Downes, Jr., Assignee~~XXXXXXXX~~ 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 27, 1982

LIBER 14 PAGE 168

ALEXANDER P. RASIN, III, Assignee
Court Street
Chestertown, Maryland 21620

Plaintiff

VS.

GEORGE W. STERLING, ANNA F. STERLING, his wife, and EVELYN M. STERLING
Route 1, Box 11
Montauk, Long Island, New York 11954

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

MARYLAND

Equity No. 6978

SEP 15-81 * 26429 *****60 00
81 A 926429 *****60 00

ORDER TO DOCKET FORECLOSURE SUIT

MR. CLERK:

Will you please docket the above entitled foreclosure suit and file therein the following:

A. Mortgage from George W. Sterling, Anna F. Sterling, his wife, and Evelyn M. Sterling, to Peoples Bank of Kent County, Maryland, dated April 27th, 1978, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 134, folio 256, and assigned to Alexander P. Rasin, III, for foreclosure on September 3rd, 1981.

B. Statement of Mortgage Indebtedness.

C. Non-Military Service Affidavit.

Alexander P. Rasin III
Alexander P. Rasin, III,
Assignee

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 15 PM 2:56
QUEEN ANNE'S COUNTY

LAW OFFICES
RASIN AND SISK
COURT STREET
P. O. BOX 220
CHESTERTOWN, MARYLAND 21620
(301) 778-3515

MORTGAGE FEE — INDIVIDUAL MORTGAGOR AND MORTGAGEE — CITY OR COUNTY — FORM 7016.

RECEIVED
CLERK, CIRCUIT COURT
1978 APR 27 PM 2:23
QUEEN ANNE'S COUNTY

THIS MORTGAGE, Made this 27th day of April

in the year nineteen hundred and seventy-eight,--------- by and between GEORGE W. STERLING and ANNA F. STERLING, his wife, and EVELYN M. STERLING,------

Mortgagors of the County of Sussex,----- in the State of ~~Maryland~~ Delaware, of the first part, and PEOPLES BANK OF KENT COUNTY, MARYLAND, a duly incorporated body, of Kent County, State of Maryland ----------, Mortgagee , of the second part:

Whereas, the said Mortgagors are justly indebted unto said Mortgagee in the full sum of THIRTY THOUSAND ($30,000.00) DOLLARS (being money loaned and advanced by said Mortgagee to said Mortgagors) for which said sum and the interest thereon the said Mortgagors have passed to said Mortgagee their promissory note bearing even date herewith, for said sum of Thirty Thousand ($30,000.00) Dollars, payable in accordance with the terms of the aforesaid promissory note, at the Banking House of Peoples Bank of Kent County, Maryland, aforesaid, in Chestertown, Maryland.

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

APR 27-78 * 23742 *****75.70
APR 27-78 A 23742 *****62.70
APR 27-78 A 23741 *****13.00

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said George W. Sterling and Anna F. Sterling, his wife, ----------

---------- do grant and convey unto PEOPLES BANK OF KENT COUNTY, MARYLAND, aforesaid, or its successors----------~~heirs~~ and assigns, in fee simple, all those ---------- lots or parcels of ground situate and lying in the Second Election District of Queen Anne's County, State of Maryland, ---------- aforesaid, and described as follows, to wit: — ~~Beginning for~~

BEING KNOWN AND DESIGNATED as Lot No. 48 and the westerly one-half of Lot No. 49, of Tract D, as shown on Plat "2" of the Sara E. Skipper Lands, dated May, 1960, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 57, folio 266, and in Plat Book T.S.P. No. 1,folio 74.

SAVE AND EXCEPT from the above described Lot No. 48 so much thereof which was granted and conveyed by Sara E. Skipper unto James M. Wright and Norma L. Wright, his wife, by deed dated October 13, 1965, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 18, folio 7.

SUBJECT to restrictions and conditions set forth in deed from Sara E. Skipper unto Norris Hall and Harriette D. Hall, his wife, dated July 8, 1970, and recorded among the aforesaid Land Records in Liber C.W.C. No. 50, folio 379.

BEING the same lands conveyed from Norris Hall and Harriette D. Hall, his wife, to George W. Sterling and Anna F. Sterling, his wife, and Evelyn M. Sterling, by deed bearing even date herewith and intended to be recorded among the Land Records for Queen Anne's County, Maryland, immediately prior hereto.

TOGETHER with the right and privilege to the use, in common with other property owners in the subdivision, that portion of land to be designated on a plat as a community park so that they may have access to the waters of the Chester River.

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of PEOPLES BANK OF KENT COUNTY, MARYLAND, its successors ~~heirs~~ and assigns, forever; SUBJECT to the restrictions referred to above.

Provided, that if the said George W. Sterling and Anna F. Sterling, his wife, and Evelyn M. Sterling, their heirs, ----------

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of THIRTY THOUSAND ($30,000.00) ----------dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a Decree for the sale of the property hereby mortgaged; and said Mortgagors hereby also authorize the said Mortgagee, its successors ~~personal representatives~~ or assigns, or Alexander P. Rasin, III, ---------- the duly authorized Attorney or Agent of the said Mortgagee, to sell the hereby mortgaged property; such sale in either instance to take place only after a default shall have occurred in any of the covenants or conditions of this Mortgage as herein provided. Any such sale, whether under the above assent to a Decree or under the above power of sale, shall be conducted in accordance with the provisions of Article 66 of the Annotated Code of Maryland and Rules W70 to W80, inclusive, of the Maryland Rules of Procedure and under any other general or local laws or rules of procedure of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred ($100.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee its/ successors ~~executors, administrators~~ or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor s/ their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

LIBER 134 PAGE 258

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

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

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged property to the amount of at least Thirty Thousand ($30,000.00) ---------- dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, its successors ~~executors, administrators~~ or assigns, to the extent of its ------ lien or claim hereunder.

Witness the hands and seals of the said Mortgagors.

TEST:

Virginia S. Oliffe

George W. Sterling [SEAL]

Anna F. Sterling [SEAL]

Evelyn M. Sterling [SEAL]

STATE OF MARYLAND, COUNTY OF KENT ---------- , SS:

I HEREBY CERTIFY, That on this 27th day of April ----------, 19 78, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared ---------- GEORGE W. STERLING and ANNA F. STERLING, his wife, and EVELYN M. STERLING, the Mortgagors named in the aforegoing Mortgage, known to me (or satisfactorily proven) to be the persons whose names is/are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same. At the same time also appeared ALEXANDER P. RASIN, III, ----------

and made oath in due form of law that he is ~~one of the Mortgagees, or~~ the Agent of the Mortgagee, and that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

VIRGINIA S. OLIFFE NOTARY PUBLIC KENT COUNTY, MARYLAND

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Virginia S. Oliffe
Notary Public

My Commission expires:

July 1, 1978.

LIBER 14 PAGE 171

DOCUMENT NO. 106,864

LIBER 14 PAGE 172
LIBER 178 PAGE 524

CLERK CIRCUIT COURT
1981 SEP 15 PM 2:55
QUEEN ANNE'S COUNTY

No. _____ Re. _____ RECEIVED FOR RECORD _____

Assignment

SEP 15-81 * 26428 ******5.00
SEP 15-81 A 26428 ******5.00

OF MORTGAGE FROM GEORGE W. STERLING, ANNA F. STERLING & EVELYN M. STERLING

TO PEOPLES BANK OF KENT COUNTY MARYLAND AS RECORDED IN

LIBER CWC NO. 134 FOLIO 256

MAIL TO Place in Equity #6978

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, Peoples Bank of Kent County, Maryland, hereby assigns the within mortgage to Alexander P. Rasin, III, Attorney, for foreclosure and collection.

WITNESS the hand of E. Roy Owens, President, this 3rd day of September, 1981.

ATTEST:

H. Lawrence Lyons

PEOPLES BANK OF KENT COUNTY, MARYLAND

BY E. Roy Owens (SEAL)
E. Roy Owens, President

ALEXANDER P. RASIN, III, Assignee

Plaintiff

VS.

GEORGE W. STERLING, ANNA F. STERLING, his wife, and EVELYN M. STERLING

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

MARYLAND

Equity No. 6978

STATEMENT OF MORTGAGE INDEBTEDNESS

The Statement of the Mortgage Claim of Alexander P. Rasin, III, Assignee, Court Street, Chestertown, Maryland, under a certain mortgage from George W. Sterling, Anna F. Sterling, his wife, and Evelyn M. Sterling, to Peoples Bank of Kent County, Maryland, dated April 27th, 1978, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 134, folio 256, and assigned on September 3rd, 1981 for foreclosure and collection, is as follows:

Balance of unpaid principal on mortgage	$29,770.30
Interest due to 9/15/81	2,907.34
	$32,677.64

Interest will accrue at the rate of $7.44258 per diem from September 15th, 1981

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY, that on this 15 day of September, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ALEXANDER P. RASIN, III, Assignee for Peoples Bank of Kent County, Maryland, and made oath in due form of law that the aforegoing Statement of Mortgage Indebtedness is a true statement of the amount due from the said George W. Sterling, Ann F. Sterling, his wife, and Evelyn M. Sterling, to Peoples Bank of Kent County, Maryland, under the aforementioned mortgage and that neither your Affiant nor the said Peoples Bank of Kent County, Maryland, has received any security or satisfaction therefor, other than the said mortgage in said statement mentioned, and that the said Affiant has been duly authorized by the said Peoples Bank of Kent County, Maryland, to make this oath.

IN TESTIMONY WHEREOF, witness my hand and Notarial Seal the day and year first above written.

ELIZABETH C. ROLLISON NOTARY PUBLIC KENT COUNTY, MD.

Elizabeth C. Rollison
Notary Public

My commission expires:

July 1, 1982

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 15 PM 2:56
QUEEN ANNE'S COUNTY

LAW OFFICES
RASIN AND SISK
COURT STREET
P.O. BOX 226
CHESTERTOWN, MARYLAND 21620
(301) 778-3815

LIBER 14 PAGE 174

ALEXANDER P. RASIN, III, Assignee	IN THE CIRCUIT COURT
Plaintiff	FOR
VS.	QUEEN ANNE'S COUNTY,
GEORGE W. STERLING, ANNA F. STERLING, his wife, and EVELYN M. STERLING	MARYLAND
Defendants	Equity No. 6978

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY, that on this ____ day of September, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ALEXANDER P. RASIN, III, Attorney and Assignee for Peoples Bank of Kent County, Maryland, and made oath in due form of law that he knows the Defendants herein and that to the best of his knowledge, information and belief

(1) Said defendants are not in the military service of the United States;

(2) Said defendants are not in the military service of any nation allied with the United States;

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

(4) Said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Elizabeth C. Rollison
Notary Public

ELIZABETH C. ROLLISON NOTARY PUBLIC KENT COUNTY, MD.

My commission expires
July 1, 1982

Alexander P. Rasin III
Alexander P. Rasin, III
Assignee and Attorney for Peoples Bank of Kent County, Maryland

LAW OFFICES
RASIN AND SISK
COURT STREET
P.O. BOX 226
CHESTERTOWN, MARYLAND 21620
(301) 778-3515

FLP/dfp/9/16/81/1&2/

ALEXANDER P. RASIN, III, ASSIGNEE	*	IN THE CIRCUIT COURT FOR
VS	*	QUEEN ANNE'S COUNTY, MARYLAND
GEORGE STERLING, ANNA STERLING AND EVELYN M. STERLING	*	EQUITY NO. 6978

* * * * * * *

PETITION FOR EXCESS PROCEEDS

Now comes Burton Chevrolet-Buick, Inc., by Floyd L. Parks, its attorney, respectfully representing that on February 10, 1981, it obtained a Judgment in the District Court for Queen Anne's County, Maryland, in Case #3-4-81-CV-172, against the Defendants herein, in the amount of $393.25, plus $45.00 costs and interest from said date; which Judgment was recorded in this Court on February 26, 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 George Sterling, Anna Sterling and Evelyn M. Sterling, 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 Burton Chevrolet
P. O. Box 224
Chestertown, Maryland 21620
Telephone: 778-2112

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 18th day of September, 1981, a copy of the foregoing was delivered to the law office of Alexander P. Rasin, III, Esquire, Court Street, Chestertown, Maryland 21620, and to Mr. George Sterling, Mrs. Anna Sterling and Mrs. Evelyn Sterling, at their last known address of RD 4, Box 171A, Chestertown, Maryland 21620.

Floyd L. Parks

F.C. 00-CV-212

Petitioners' Exhibit #1

CASE No. 3.3.80-CV-513.

DISTRICT COURT OF MARYLAND FOR Kent County

Trial date
Tues, February 10, 1981 at 1:30 P.m.

PARTIES

Plaintiff:
Burton Chevrolet - Buick, Inc.
Route 313
Chestertown, Md. 21620

VS.

Defendant:
(1) Anna F. Sterling
RD #4 - Box 171A
Chestertown, Md. 21620
(2)
(3)
(4)
(5)

Return
12/24/80

JUDGMENT

SUMMARY [X]
DEFAULT
CONSENT
CONFESSION
NISI
Condemnation

in favor of Plaintiff

for
$ 393.75 DAMAGES and COSTS $ 10.00
with interest from date plus $
Attorney's Fees against Defendant

2/10/81 John T. Carroll III
Date Judge

Judgment Absolute
Date Clerk

Judgment Mailed 2/11/81 JK
Date Clerk

in favor of

for
$ DAMAGES and COSTS $
with interest from date plus $
Attorney's Fees against

Date Judge

Judgment Absolute

Contract - $413.25

CONTINUANCES:

DATE	PLTF	DEFT	PARTIES	BY MOTION	ADD DEFT	DEFT DISCLOSURE	DISCLOSURE	APPROVED	PARTIES NOTIFIED	BY

DATE SATISFACTION FILED

DATE	Description of Papers	COSTS
12/9/80	INITIAL FILING Pltf. advanced costs of	$10.00
12/10/80	Summons to Sheriff returnable 12/80	
12/31/80	Summons served on Anna Sterling on 12/24/80 in Queen Anne's County.	

I certify this to be a true copy from the Docket of the District Court of Maryland, District 3-3, Kent County.
Date Feb. 10, 1981
Virginia C. Lorimer
Clerk

DISTRICT COURT OF MARYLAND

ATTORNEYS

For Plaintiff: Name
Address
For Defendant: Name
Address
Name

LIBER 14 PAGE 176

Petitioner's Exhibit #2

DISTRICT COURT OF MARYLAND FOR Queen Anne's County
County Office Building
Located at Centreville, Maryland Case No. 3-4-81CV172

Burton Chevrolet-Buick, Inc.		Anna F. Sterling
Route 213	vs.	RD #4 Box 171A
Chestertown, Maryland 21620		Chestertown, Maryland 21620
Plaintiff		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 10, 1981

Amount of Judgment $ 393.25

Atty's Fees $ ——

Costs $ 10.00

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of this Court

February 26, 1981 ..... Clerk .....
Date

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 .....

LIBER 14 PAGE 178

LIBER 3 PAGE 162

ALEXANDER P. RASIN, III, Assignee
Plaintiff

VS.

GEORGE W. STERLING, et al
Defendants

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

Equity No. 6978

KNOW ALL MEN BY THESE PRESENTS, That I, Alexander P. Rasin, III, Court Street, P.O. Box 228, Chestertown, Maryland 21620, as Principal, and the PEERLESS INSURANCE COMPANY, Keene, New Hampshire, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifty Thousand ($50,000.00) 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 2nd day of October, 1981.

WHEREAS, the above bounden Alexander P. Rasin, III, by virtue of the power contained in a mortgage from George W. Sterling, Anna F. Sterling, his wife, and Evelyn M. Sterling, to Peoples Bank of Kent County, Maryland, dated April 27th, 1978, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 134, folio 256, and assigned to Alexander P. Rasin, III, for foreclosure on September 3rd, 1981, is about to sell the land and premises described in said mortgage, default having been made by the said mortgagors in complying with the terms thereof.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Alexander P. Rasin, III does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue of law.

IN TESTIMONY WHEREOF, the above bounded Alexander P. Rasin, III has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Virginia S. Oliffe — Alexander P. Rasin III (SEAL)
Alexander P. Rasin, III

PEERLESS INSURANCE COMPANY

Virginia S. Oliffe — By: Elizabeth L. Rollison
Attorney-in-Fact

LAW OFFICES
LSIN AND SISK
COURT STREET
P.O. BOX 228
CHESTERTOWN, MARYLAND 21620
(301) 778-2616

Surety Approved and Bond filed

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT -5 AM 9:53
QUEEN ANNE'S COUNTY

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

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 5th day of October, 1981.

Marguerite W. Stanton

Clerk of the Circuit Court for Queen Anne's County

LIBER 14 PAGE 180

ALEXANDER P. RASIN, III, Assignee	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MD
GEORGE W. STERLING, ANNA F. STERLING AND EVELYN STERLING	*	EQUITY NO. 6978

PETITION OF JUDGMENT CREDITOR FOR SURPLUS PROCEEDS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Chestertown Brick Co., Inc., by C. Daniel Saunders, its attorney, respectfully represents:

1. Your Petitioner holds a summary judgment against George W. Sterling and Anna F. Sterling, which was given by the District Court of Maryland for Queen Anne's County on the 6th day of June, 1979 in case no. 3-4-79-CV-187, in the amount of One thousand one hundred fifty three dollars and thiry two cents ($1153.32) and costs of suit amounting to twenty five dollars ($25.00). Se Exhibit A. attached.)

2. The above referred to judgment was recorded in the District Court for Queen Anne's County on June 28, 1979 in Recorded Index No. 2, Page 80 and a Notice of Lien of such judgment filed with the Clerk of the Circuit Court for Queen Anne's County.

3. The above referred to judgment has not been paid.

4. Your Petitioner verily believes that after the sale of the property to be had in this proceeding, there will be excess proceeds due and owing George W. Sterling and Anna F. Sterling, and respectfully requests that the same be accounted for and paid to your Petitioner to satisfy the above cited judgment, the same to be done in your Petitioner's proper order and as its interest appears.

C. Daniel Saunders
Attorney for Chestertown Brick Co.
P.O. Box 158
Chestertown, Maryland 21620
778-4510

C. DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 158
CHESTERTOWN, MD. 21620

AFFIDAVIT

I HEREBY DECLARE and affirm under the penalities of perjury that the matters and facts set forth in the aforegoing Petition for Surplus Proceeds are true and correct.

C. Daniel Saunders

I HEREBY CERTIFY, that on this 5 day of October, 1981, a copy of the aforegoing Petition for Surplus Proceeds was mailed to Alexander P. Rasin, III, Esquire, Assignee, Court Street, Chestertown, Maryland 21620; and to George W. Sterling and Anna F. Sterling, Rt. 4 Box 171A, Chestertown, Maryland 21620.

C. Daniel Saunders

C. DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 188
CHESTERTOWN, MD. 21620

CASE No. 3-4-79CV187

DISTRICT COURT OF MARYLAND FOR District 3
Queen Anne's County

PARTIES

Plaintiff:

Chestertown Brick Co.
Morgnec Road
Chestertown, Md. 21620

VS.

Defendant: | Return

(1) George Sterling
R.D.4, Primrose Point
Chestertown, Md. 21620 — 4/5/79

(2) Anna F. Sterling
R.D.4, Primrose Point
Chestertown, Md. 21620 — 4/5/79

(3)

(4)

(5)

ATTORNEYS

For Plaintiff:
C. Daniel Saunders — Name
P.O. Box 158, Chestertown, Md. — Address
For Defendant:
Stephen D. Bush, Esq. — Name
Address
Name

JUDGMENT

SUMMARY [X]
DEFAULT
CONSENT
CONFESSION
NISI
Condemnation

in favor of Plaintiff

for
$ 1153.37 DAMAGES and COSTS $ 25.00
with interest from date plus $
Attorney's Fees against Defendants No. 1 and No. 2

6/6/79 — John T. Clark III
Date — Judge

Judgment Absolute
Date — Clerk

in favor of

for
$ DAMAGES and COSTS $
with interest from date plus $
Attorney's Fees against

Date — Judge

Judgment Absolute
Date — Clerk

For trial on June 6, 1979
at 9:30 A.M.

CONTINUANCES:

DATE	PLTF	DEFT	PARTIES	RE-ISSUE	ADD DEFT	NOT CONCLUDED	RE-OPENED	APPROVED	PARTIES NOTIFIED	BY
9:15 P.m. Dec. 1, 1980								✓	—	M.S.D.
1:30 P.m. June 3, 1981								✓	—	

DATE	Description of Papers	COSTS
Mar. 16, 1979	INITIAL FILING Delivered by Pl. atty, including Sheriff's service	$25.00
Apr. 5, 1979	Returned to Sheriff's Dept.	
Apr. 6, 1979	Summons served on both Defs by Dep. Sheriff Whitney Keogh	
June 7, 1979	Judgment Cards mailed to Pl atty and Def	
June 18, 1979	Writ of Garn. sent to Md. Nat'l Bank (Cl. 1005 at page 6)	
Sept. 21, 1979	Interrogatories filed by Pl atty	
Oct. 20, 1979	[illegible] Interrogatories filed by Pl atty	
[illegible]	[illegible]	
Mar. 16, 1980	Writ of Garn. returned served on both Defs by Dep. Sheriff Whitney [illegible]	
Apr. 11, 1980	Copy of [illegible] mailed to Pl atty.	
[illegible]	[illegible]	
[illegible]	[illegible]	
[illegible]	[illegible]	
May 16, 1980	Writ of Garn. returned served by Robert E. Clark on Md. Nat'l [illegible]	
	Forwarded to Pl atty.	
[illegible]	[illegible]	

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3-4-79CV187

May 5, 1981 - Motion to Set aside Judgment filed by Def's atty.

6/5/81 [illegible] filed in the Case - [illegible]

[illegible] for Defendant No. 1 and Defendant No. 2 —

Court holds Motion to Set Aside Judgment [illegible]

[illegible] Judgment [illegible] June 17, 1981 John T. Clark Judge

Aug 18, 1981 Costs advanced for attach on Judg. Issued - [illegible] Kent Sept 8, 14, 81 20.00

Co. Dist Ct for service

Sept. 10, 1981 - Confession of Assets - Cent. Nat. Bank filed.

Sept. 15, 1981 - Confession of Assets - [illegible] - filed.

Sept. 10, 1981 - Attach on Judg. returned served.

Sept. 16, 1981 - Attach on Judg. returned served.

" 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 Oct 5, 1981

Clerk

[illegible]	[illegible]	
6/10/80	Copy of Fi Fa Sheriff - mailed to Pl. atty.	
[illegible]	[illegible] Supp. Proc. issued	[illegible]
June 30, 1980	[illegible]	[illegible]
July 7, 1980	[illegible] attach. on Judg. filed by	
	Pl. atty. Order signed by Judge Brown.	
July 14, 1980	[illegible] mailed to Pl. atty.	
	[illegible]	
7/16/80	[illegible] failed to appear. [illegible]	
July 25, 1980	Costs advanced & Petition for attachment for Contempt.	10.00
Aug. 21, 1980	Show Cause returned served by Dep. Sheriff [illegible] both Defs.	
Aug. 22, 1980	Notice of [illegible] trial date mailed to Pl. atty. & Defs.	
9/17/80	[illegible] appeared and [illegible] F. [illegible] did	
	not appear. [illegible] Sanders appeared	
	[illegible]	
	Court house for Mr. Sanders John T. Clark	
	Judge 9/17/80	
[illegible]	Costs advanced for [illegible] $150.00 [illegible] to Sheriff of Q.A. Co.	20.00
[illegible]	[illegible] returned served	
[illegible] 1980	Writ & Notice mailed to Pl. atty.	
[illegible] 1980	Costs advanced for Supp. Proc.	25.00
[illegible]	Supp. Proc. [illegible] issued for Def. #2. Copy mailed	
	[illegible]	
3/26/81	Summons issued Def. #1 Supp. Proceeding	
	atty. not present	
4/1/81	Both Defendants failed to appear for Supplementary	
	Proceedings. Plaintiff's atty was present.	
	John T. Clark Jr. Judge	
[illegible]	[illegible]	
[illegible]	[illegible] returned served	
[illegible]	[illegible]	10.[illegible]
5/6/81	Defendant [illegible] F. [illegible] appeared.	
	[illegible] Esq. entered his appearance in behalf	

ALEXANDER P. RASIN, III, Assignee	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MD
GEORGE W. STERLING, ANNA F. STERLING, AND EVELYN STERLING	*	EQUITY NO. 6978

ORDER

THE PETITION for Surplus Proceeds, heretofore filed by Chestertown Brick Co., Inc., having been read and considered by the court,

IT IS THEREUPON ORDERED this _____ day of _____ 1981, that the relief requested in said Petition be and is hereby granted and that the Auditor take proper steps to see that any surplus proceeds from the sale which may be decreed in this case if any, which would be due George W. Sterling and Anna F. Sterling be paid to Chestertown Brick Co., Inc. in the District Court for Queen Anne's County, Maryland Case No. 3-4-79-CV-187, in the amount of $1153.32, plus costs and interest from date of judgment.

AND IT IS FURTHER ORDERED that the Clerk cause a copy of this order to be mailed to George W. Sterling and Anna F. Sterling.

_____
JUDGE

C. DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 158
CHESTERTOWN, MD. 21620

ALEXANDER P. RASIN, III, Assignee	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MD
GEORGE W. STERLING, ANNA F. STERLING AND EVELYN M. STERLING	*	EQUITY NO. 6978

PETITION OF JUDGMENT CREDITOR FOR SURPLUS PROCEEDS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Chestertown Brick Co., Inc. by C. Daniel Saunders, its attorney, respectfully represents:

1. Your Petitioner holds a summary judgment against Evelyn M. Sterling, which was given by the District Court of Maryland for Queen Anne's County on the 5th day of August, 1981 in case no. 3-4-81-CV-433, in the amount of One thousand two hundred six dollars and forty six cents ($1206.46) and costs of suit amounting to fifteen dollars ($15.00). (See Exhibit A attached)

2. The above referred to judgment was recorded in the District Court for Queen Anne's County on August 18, 1981 in Recorded Index No. 2, Page 80 and a Notice of Lien of such judgment filed with the Clerk of the Circuit Court for Queen Anne's County.

3. The above referred to judgment has not been paid.

4. Your Petitioner verily believes that after the sale of the property to be had in this proceeding, there will be excess proceeds due and owing Evelyn M. Sterling, and respectfully requests that the same be accounted for and paid to your Petitioner to satisfy the above cited judgment, the same to be done in your Petitioner's proper order and as its interest appears.

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT -8 AM 10:01
QUEEN ANNE'S COUNTY

C. Daniel Saunders
Attorney for Chestertown Brick Co.
P.O. Box 158
Chestertown, Maryland 21620
778-4510

C. DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 158
CHESTERTOWN, MD. 21620

AFFIDAVIT

I HEREBY DECLARE and affirm under the penalities of perjury that the matters and facts set forth in the aforegoing Petition for Surplus Proceeds are true and correct.

C. Daniel Saunders

I HEREBY CERTIFY, that on this 5 day of October, 1981, a copy of the aforegoing Petition for Surplus Proceeds was mailed to Alexander P. Rasin, III, Esquire, Assignee, Court Street, Chestertown, Maryland 21620; and to Evelyn Sterling, Rt. 1 Box 11, Montauk, Long Island, New York 19936.

C. Daniel Saunders

C. DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 158
CHESTERTOWN, MD. 21620

CV 34-810-33

CV 34-810-33

DISTRICT COURT OF MARYLAND FOR

PARTIES

Plaintiff

Chestertown Brick Co., Inc.
Morgnec Road
Chestertown, Maryland 21620

VS

Defendant (s):

Evelyn M. Sterling
Foundry Ave., Route 4, Box 171A
Chestertown, Maryland 21620

Return 6/11/81

ATTORNEYS

Plaintiff - Name & Address

Daniel Saunders, Esq.
P.O. Box 158
Chestertown, Maryland 21620

For Defendant: Address / Name / Address

JUDGMENT

SUMMARY ✓
DEFAULT
CONSENT
CONFESSION
NISI

Condemnation

in favor of

Plaintiff

for

$ 1206.46 DAMAGES and COSTS $ 15.00

with interest from date plus $

Attorney's Fees against

Defendant

8/5/81 — Date — 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

CONTINUANCES

DATE	PLTF	DEFT	PER THES	RE-QUEST	ADD DEFT	NOT CONCLUDED	IN OPPOS.	APPROVED	PARTIES NOTIFIED	BY

RECEIVED AUG 10 1981

DATE SATISFACTION FILED

DATE	Description of Papers	COSTS
June 5 81	INITIAL FILING Interrogatories for Garnishment	15.00
June 9, 81	Issued	
June 18, 81	Summons returned served to Def, a copy of Int-s mailed to plaintiff atty.	

" I certify this to be a true copy from the Docket of the District Court of ~~Maryland, District~~ 34 ~~Queen Annes~~ County.

Date Aug 7, 1981

Myrtle L. Dodd — Clerk

DISTRICT COURT OF MARYLAND

PAGE 187

ALEXANDER P. RASIN, III, Assignee	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MD
GOERGE W. STERLING, ANNA F. STERLING AND EVELYN STERLING	*	EQUITY NO. 6978

ORDER

THE PETITION for Suplus Proceeds, heretofore filed by Chestertown Brick Co., Inc., having been read and considered by the court,

IT IS THEREUPON ORDERED this _____day of _____, 1981, that the reliev requested in said Petition be and is hereby granted and that the Auditor take proper steps to see that any surplus proceeds from the sale which may be decreed in this case, if any, which would be due Evelyn Sterling be paid to Chestertown Brick Co., Inc. in the District Court for Queen Anne's County, Maryland Case No. 3-4-81-CV-433, in the amount of $1206.46, plus costs and interest from date of judgment.

AND IT IS FURTHER ORDERED that the Clerk cause a copy of this order to be mailed to Evelyn Sterling.

_____
JUDGE

C. DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 158
CHESTERTOWN, MD. 21620

ALEXANDER R. RASIN, III Assignee of Mortgage	*	IN THE CIRCUIT COURT FOR
vs.	*	QUEEN ANNE'S COUNTY
GEORGE W. STERLING AND ANNA F. STERLING AND EVELYN M. STERLING	*	EQUITY CASE # 6978
Defendants		

* * * * *

PETITION FOR ALLOWANCE OF JUDGMENT CLAIM

Now comes Wylain, Inc., doing business as Continental Homes of New England, by Richard T. Moxley, their attorney, and represents unto this Honorable Court as follows:

1. That on December 17, 1980, a judgment was obtained in the District Court of Maryland for Queen Anne's County against George W. Sterling and Anna F. Sterling, his wife, a copy of which is attached hereto as Exhibit A.

2. That the total indebtedness as a result of the judgment is Three Thousand Nine Hundred Seventy One Dollars and Seven Cents ($3,971.07) plus interest from the date of the judgment.

WHEREFORE, your Petitioner prays:

1. That an order be signed directing the auditor to allow the claim of Wylain Inc., in the amount of Three Thousand Nine Hundred Seventy One Dollars and Seven Cents ($3,971.07) plus interest from the date of the judgment in accordances to its priority and subject to the usual exceptions.

Richard T. Moxley
1011 Fidelity Building
Baltimore, Maryland 21201
837-1828
Attorney for Petitioner

I HEREBY SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THIS 9th DAY OF OCTOBER, 1981.

Richard T. Moxley

I HEREBY CERTIFY, that on this 9th day of October, 1981,

a copy of the aforegoing Petition for Allowance of Judgment Claim and Order were mailed to Alexander R. Rasin, III, Esquire, Court Street, Chestertown, Maryland 21620.

Richard T. Moxley

Richard T. Moxley

ALEXANDER R. RASIN, III Assignee of Mortgage vs. GEORGE W. STERLING AND ANNA F. STERLING AND EVELYN M. STERLING Defendants	* * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY EQUITY CASE # 6978

* * * * *

ORDER

Upon the aforegoing verified Petition, it is this day of October, 1981,

ORDERED, that the auditor allow the claim of Wylain, Inc. in the amount of $3,971.07 plus interest from the date of judgment in accordance with its priority and subject to the usual exceptions.

JUDGE

3-4-80CV404

CASE No. 3-4-80CV404

DISTRICT COURT OF MARYLAND FOR District 3 ~~Queen Anne's County~~

PARTIES

Plaintiff: Weylain Inc.
Doing business as Continental Homes of New England
Daniel Webster Highway, South
Nashua, New Hampshire 03060

VS.

Defendant: | Return

(1) George W. Sterling
Route 4 Box 171A.
Chestertown, Md. 21620

(2) Anna F. Sterling
Route 4 Box 171A
Chestertown, Md. 21620

(3)

(4)

(5)

LIBER 14 PAGE 192

ATTORNEYS

For Plaintiff: Robert T. Maxley
Gilbert A. Heffner — Name
10117 Kilby Pkwy. Cols. Md. 21201 — Address

For Defendant:

JUDGMENT

SUMMARY
DEFAULT
CONSENT
CONFESSION
NISI ☒ Condemnation

in favor of Plaintiff

for

$3509.07 DAMAGES and COSTS $19.00

with interest from date plus $647.00

Attorney's Fees against Defendant No. 1
and Defendant No. 2

12/17/80 Date — John T. Ellis III Judge

Judgment Absolute Dec 23, 1980 Date — Smyth E. Dell Clerk

Judgment Mailed Date — Clerk

in favor of

for

$ DAMAGES and COSTS $

with interest from date plus $

Attorney's Fees against

CONTINUANCES:

DATE	PLTF	DEFT	PARTIES	WITNESS	ADD DEFT	DEF CONCLUSED	WITNESS	APPROVED	PARTIES NOTIFIED	BY
Sept. 3, 1980 3:00 P.M.										
Dec 17, 1980 4 P.M.								✓	✓	b.S.E.

DATE SATISFACTION FILED

DATE	Description of Papers	COSTS
June 18, 1980	INITIAL FILING case transferred from Kent County	
6/20/80	Change of trial Date mailed to pl. atty & def. atty.	
Nov 23, 1980	Notice sent to both attys.	

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 12-24-80

Smyth E. Dell
Clerk

ALEXANDER P. RASIN, III, Assignee,	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR QUEEN ANNE'S COUNTY
v.	:	MARYLAND
GEORGE W. STERLING and ANNA F. STERLING, his wife, and EVELYN M. STERLING,	:	
Defendants	:	CHANCERY NO. 6978

ORDER

Upon consideration of the foregoing Petition for Allowance of Claim, filed by Kersey Motor Company, it is this _____ day of _____, 1981, by the Circuit Court for Queen Anne's County, in Equity, ORDERED:

1. That the auditor of this court, in stating his account in these proceedings, allow the petitioner the sum of One Thousand Thirty and 13/100 Dollars ($1,030.13) with interest from October 19, 1981, at the rate of $.1886054/per day, from the proceeds of sale of the mortgaged real estate in these proceedings, according to its priority and subject to all proper exceptions.

_____
JUDGE

I hereby certify that on this 15th day of October, 1981, I mailed a copy of the foregoing Petition for Allowance of Claim to Alexander P. Rasin, III, Assignee, Court Street, Chestertown, Maryland 21620.

Robert A. Thornton Jr.
Robert A. Thornton, Jr.

DISTRICT COURT OF MARYLAND FOR QUEEN ANNE'S CO.

Located at SANDARVILLE, Md.

KLAGES MOTOR CO.

Plaintiff(s)

vs.

Case No. 3-4-79 CV 42

GEORGE W. STERLING

Defendant(s)

ORDER TO RECORD JUDGMENT
and/or
TO FILE NOTICE OF LIEN

Mr. Clerk:

A judgment in the above case was entered on 5-17-79 (May 17, 1979) in the amount of $ 838.03 plus attorney's fees of $ — and costs of $ 15.00.

☒ You will please record said judgment.

☒ You will please file a Notice of Lien of such judgment with the Clerk(s) of the Circuit Court for Queen Anne's.

Robert A. Thornton Jr.
Plaintiff or Plaintiff's Attorney

I HEREBY CERTIFY that the above judgment was recorded in the District Court for Queen Anne's County on May 17, 1979 at 3P.M. in Recorded Index No. 2 Page 80 and a Notice of Lien of such judgment filed with the Clerk(s) of the Circuit Court for Queen Anne's County for which the Plaintiff advanced costs of $ 5.00.

Clerk

N.B. This order must be filed in duplicate by the plaintiff or his attorney.

CV - 49
9/76

ORDER TO RECORD JUDGMENT
and/or
TO FILE NOTICE OF LIEN

Exhibit No. 1

ALEXANDER P. RASIN, III, Assignee,	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR QUEEN ANNE'S COUNTY
v.	:	MARYLAND
GEORGE W. STERLING and ANNA F. STERLING, his wife, and EVELYN M. STERLING,	: : :	
Defendants	:	CHANCERY NO. 6978

O R D E R

Upon consideration of the foregoing Petition for Allowance of Claim, filed by Kersey Motor Company, it is this _____ day of _____, 1981, by the Circuit Court for Queen Anne's County, in Equity, ORDERED:

1. That the auditor of this court, in stating his account in these proceedings, allow the petitioner the sum of One Thousand Thirty and 13/100 Dollars ($1,030.13) with interest from October 19, 1981, at the rate of $.1886054/per day, from the proceeds of sale of the mortgaged real estate in these proceedings, according to its priority and subject to all proper exceptions.

_____
J U D G E

LIBER 14 PAGE 196

ALEXANDER P. RASIN, III, Assignee

Plaintiff

VS.

GEORGE W. STERLING, ANNA F. STERLING, his wife, and EVELYN M. STERLING

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity No. 6978

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of real estate made by Alexander P. Rasin, III, Assignee, respectfully shows:

That default having occurred in the terms of a mortgage from George W. Sterling, Anna F. Sterling, his wife, and Evelyn M. Sterling, to Peoples Bank of Kent County, Maryland, dated April 27th, 1978, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 134, folio 256, and assigned to Alexander P. Rasin, III, for foreclosure on September 3rd, 1981; the undersigned, after docketing suit for foreclosure and after advertising the mortgaged premises and real estate for sale in the Queen Anne's County Record-Observer, a newspaper printed and published in Queen Anne's County, Maryland, once in each of three successive weeks before the 17th day of October, 1981, in accordance with a certificate of publication of advertisement of the sale to be filed herein; and after filing in this cause his bond to the State of Maryland, with surety approved by the Clerk of this Honorable Court, did attend, on the premises, on Saturday, October 17th, 1981, at 12:00 o'clock a.m. and after reading the attached advertisement, did offer the property for sale, and did sell the same unto Peoples Bank of Kent County, Maryland, at and for the sum of Fifty-Five Thousand ($55,000.00) Dollars.

The Purchaser has complied with the terms of sale, as advertised, and it is believed that it will further comply with the other terms of sale upon ratification of this sale. The under-

LAW OFFICES
RASIN AND SISK
COURT STREET
P.O. BOX 226
CHESTERTOWN, MARYLAND 21620
(301) 778-3515

signed believes that the sale was fairly made.

Respectfully submitted,

Alexander P. Rasin III

Alexander P. Rasin, III

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 19 day of October, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, appeared Alexander P. Rasin, III, Assignee in the above matter, and he made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and correct to the best of his knowledge, information and belief.

AS WITNESS, my hand and Notarial Seal.

ELIZABETH C. ROLLISON NOTARY PUBLIC KENT COUNTY, MD.

Elizabeth C. Rollison
Notary Public

My commission expires:
July 1, 1982

LAW OFFICES
RASIN AND SISK
COURT STREET
P. O. BOX 226
CHESTERTOWN, MARYLAND 21620
(301) 778-3515

LIBER 14 PAGE 198

ALEXANDER P. RASIN, III, Assignee

Plaintiff

VS.

GEORGE W. STERLING, ANNA F. STERLING, his wife, and EVELYN M. STERLING

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity No. 6978

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 19th day of October, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared E. ROY OWENS, President of Peoples ~~of~~ Bank of Kent County, Maryland , Purchaser(s) of the Sterling property situate in the Second Election District of Queen Anne's County, Maryland, from the Assignee in the above entitled cause, and made oath in due form of law:

1. That the said Peoples Bank of Kent County, MD is/~~are~~ the Purchaser/~~s~~ and is/~~are~~ not an agent for anyone.

2. That no others are interested as principals.

3. That the said Peoples Bank of Kent County, MD has/~~have~~ not directly or indirectly discouraged anyone from bidding for said property.

AS WITNESS, my hand and Notarial Seal.

My commission expires:

July 1, 1982

Elizabeth C. Rollison
Notary Public

E. Roy Owens
Affiant

Affiant

ELIZABETH C. ROLLISON NOTARY PUBLIC KENT COUNTY, MD.

LAW OFFICES
RASIN AND SISK
COURT STREET
P.O. BOX 226
CHESTERTOWN, MARYLAND 21620
(301) 778-3516

ALEXANDER P. RASIN, III, Assignee

Plaintiff

VS.

GEORGE W. STERLING, ANNA F. STERLING, his wife, and EVELYN M. STERLING

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity No. 6978

AUCTIONEER'S REPORT

The Undersigned hereby certifies that he was the Auctioneer at the foreclosure sale held in the above captioned matter on Saturday, October 17th, 1981, on the premises; that the Purchaser of the premises at the aforesaid sale was Peoples Bank of Kent County, Maryland; and that the purchase price was Fifty-Five Thousand ($55,000.00) Dollars.

Ralph W. Russum Sr.
Auctioneer

LAW OFFICES
RASIN AND SISK
COURT STREET
P.O. BOX 220
CHESTERTOWN, MARYLAND 21620
(301) 778-3515

ORDER NISI ON SALE

ALEXANDER P. RASIN, III, Assignee vs. GEORGE W. STERLING, et al.	In the Circuit Court for Queen Anne's County In Equity Cause No. 6978

ORDERED, this 19th day of October, 19 81, that the sale of the real property, made and reported in this cause by Alexander P. Rasin, III, Assignee, be ratified and confirmed, on or after the 19th 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 12th day of November, 19 81.

The report states the amount of sales to be $55,000.00.

Marguerite H. Mankin Clerk

Filed October 19, 1981

ALEXANDER P. RASIN, III, Assignee

Plaintiff

VS.

GEORGE W. STERLING, ANNA F. STERLING, his wife, and EVELYN M. STERLING

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity No. 6978

AFFIDAVIT OF COMPLIANCE

I, Alexander P. Rasin, III, Assignee in the above matter, hereby make oath that I mailed to the above defendants at their last known address in Maryland and at their last known address in New York a notice of the time, place and terms of sale in the aforesaid matter. Said mailings were by certified mail and were made on September 28, 1981. Both mailings were returned unclaimed, as per the envelopes attached hereto. Additionally, identical mailings were made on the same date by regular mail to both addresses, both of which were apparently received as neither has been returned by the Post Office.

Alexander P. Rasin III

Alexander P. Rasin, III
Assignee

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 20 day of October, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ALEXANDER P. RASIN, III, Assignee in the above matter, and he made oath in due form of law that the matters and facts set forth in the foregoing Affidavit are true and correct to the best of his knowledge and belief.

AS WITNESS, my hand and Notarial Seal.

Elizabeth C. Rollison

Notary Public

My commission expires:

July 1, 1982

ELIZABETH C. ROLLISON NOTARY PUBLIC KENT COUNTY, MD.

LAW OFFICES
RASIN AND SIBK
COURT STREET
P.O. BOX 228
CHESTERTOWN, MARYLAND 21620
(301) 778-3515

LAW OFFICES
RASIN AND SISK
COURT STREET
P.O. Box 228
TOWN, MARYLAND 216

RETURNED TO SENDER
REASON CHECKED
Unclaimed ___ Refused ___
Addressee unknown ___
Insufficient Address ___
No such street ___ number ___
No such office in state ___
Do not remail in this envelope

RETURN RECEIPT REQUESTED

1.35

CLAIM CHECK NO.
911191
HOLD
DATE
10/20
1ST NOTICE
2ND NOTICE
RETURN
Detached from PS Form 3849—A May 1979

Mr. George W. Sterling
Mrs. Anna F. Sterling
Mrs. Evelyn M. Sterling
Route 1, Box 11
Montauk, Long Island,
New York 11954

CHESTERTOWN MD 21620
SEP 20 '01
PB5-0090
U.S. POSTAGE
1.35

CERTIFIED MAIL
P30 3461247

LAW OFFICES
RASIN AND SISK
COURT STREET
Box 228
N, MARYLAND 21620

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

RETURN RECEIPT REQUESTED

CLAIM CHECK NO.
911192
HOLD
DATE
10/20
1ST NOTICE
2ND NOTICE
RETURN
Detached from PS Form 3849—A May 1979

Mr. George W. Sterling
Mrs. Anna F. Sterling
Mrs. Evelyn M. Sterling
~~Route 4, Box 171A~~
~~Boundary Avenue~~
~~Chestertown, Maryland~~ 216

RT. 1 Box 11
Montauk, L.I. 11954

CHESTERTOWN MD 21620
SEP 20 '01
PB5-0090
U.S. POSTAGE
1.35

CERTIFIED MAIL
P30 3461248

LIBER 14 PAGE 202

ALEXANDER P. RASIN, III, Assignee

Plaintiff

VS.

GEORGE W. STERLING, ANNA F. STERLING, his wife, and EVELYN M. STERLING

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity No. 6978

PETITION OF JUDGMENT CREDITOR FOR SURPLUS PROCEEDS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Peoples Bank of Kent County, Maryland, by Alexander P. Rasin, III, its attorney, respectfully represents:

1. Your Petitioner holds a second mortgage against the above defendants and the property which was the subject of the above foreclosure which mortgage was dated September 22, 1978, and is recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 141, page 247. The outstanding balance on said mortgage as of October 20, 1981 is $16,607.39 and the per diem interest rate thereafter is $4.25114.

2. Your Petitioner holds a third mortgage against the above defendants and the property which was the subject of the above foreclosure which mortgage was dated March 24, 1980, and is recorded among the Land Records for Queen Anne's County, Maryland, in Liber No. 162, page 626. The outstanding balance on said mortgage as of October 20, 1981 is $6,992.81 and the per diem interest rate thereafter is $2.3058.

3. Neither of the above mortgages has been paid beyond the amounts represented above.

WHEREFORE, Your Petitioner prays:

1. That this Court direct the auditor in these proceedings to allow the Petitioner the sums represented above according to their priority and all proper exceptions.

2. That the Court grant such other and further relief as it may deem just and proper.

LAW OFFICES
RASIN AND SISK
COURT STREET
P.O. BOX 228
CHESTERTOWN, MARYLAND 21620
(301) 778-3515

Alexander P. Rasin, III
Attorney for Peoples Bank of Kent County, Maryland

ALEXANDER P. RASIN, III, Assignee

Plaintiff

VS.

GEORGE W. STERLING, ANNA F. STERLING, his wife, and EVELYN M. STERLING

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity No. 6978

ORDER

Upon consideration of the aforegoing Petition of Judgment Creditor for Surplus Proceeds filed by Peoples Bank of Kent County, Maryland, it is this _____ day of _____, 1981, by the Circuit Court for Queen Anne's County, in Equity,

ORDERED, that the auditor, in stating his account in these proceedings, allow the Petitioner on its second mortgage the sum of $16,607.39 with interest from October 20, 1981 at the rate of $4.25114 per day; and that on the third mortgage, Petitioner be allowed the sum of $6,992.81 with interest from October 20, 1981, at the rate of $2.3058 per day; all from the proceeds of sale of the mortgaged real estate in these proceedings, according to their priority and subject to all proper exceptions.

_____
Judge

LAW OFFICES
RASIN AND SISK
COURT STREET
P.O. BOX 228
CHESTERTOWN, MARYLAND 21620
(301) 778-3515

Proof of Claim for Internal Revenue Taxes

Department of the Treasury/Internal Revenue Service

Form 4490
(Rev. 10-78)

EQUITY NO.
6978

Type of Proceeding
MORTGAGE FORECLOSURE

Taxpayer's Identifying Number
Social Security No.
097-28-6076
Employee Identification No.

In the CIRCUIT Court
for the QUEEN ANNE'S COUNTY

In the Matter of:

ALEXANDER P. RASIN, III ASSIGNEE
V.
GEORGE W., ANNA F. STERLING, HIS WIFE
AND EVELYN M. STERLING.

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. GEORGE W. & ANNA F. STERLING is justly and truly indebted to the United States in the sum of $3,240.99 with interest thereon as hereinafter stated
2. The said debt is for taxes due under the Internal revenue laws of the United States as follows:

Kind of Tax	Period	Amount Due $	DATE TAX LIEN FILED	Date Tax Lien ~~Arose~~ ASSESSED
INCOME (FORM 1040)	7712	771.19	11-19-80	11-05-79
Accrued Interest to 12-01-81		262.94		
Penalty		142.33		
INCOME (FORM 1040)	7812	1,812.54	PRIORITY	
Accrued Interest to 12-01-81		27.19		
Penalty		14.51		
INCOME (FORM 1040)	7912	187.98	PRIORITY	
Accrued Interest to 12-01-81		14.62		
Penalty		7.69		

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV -9 AM 9:25
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
5th day
of NOVEMBER, 1981

NOTARY PUBLIC

Signature

Internal Revenue Service Title
SPECIAL PROCEDURES ADVISOR

Address P.O. BOX 1076
BALTIMORE, MARYLAND 21203

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

Form 4490 (Rev. 10-78)

Centreville, Md. 11-19 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 17th day of October 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 30th day of September 19 81, and the last insertion on the 14th day of October 19 81.

Publishers, Record Observer

Per Marjorie Freeman
CLERK, CIRCUIT COURT

1981 NOV 19 AM 9:40

QUEEN ANNE'S COUNTY

ATTORNEY'S SALE
of
RESIDENCE NEAR KINGSTOWN VALUABLE FEE SIMPLE REAL ESTATE

Sale on Premises

Under and by virtue of the power of sale contained in a mortgage from George W. Sterling, Anna F. Sterling, his wife, and Evelyn M. Sterling, to Peoples Bank of Kent County, Maryland, dated April 27th, 1978, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 134, folio 256, and assigned to Alexander P. Rasin, III, for foreclosure on September 3rd, 1981 (Queen Anne's Equity No. 6978), default having been made by the said mortgagors in complying with the terms thereof, the undersigned attorney will offer for sale at public auction, on the premises, on

Sat., Oct. 17, 1981

At 12:00 O'CLOCK A.M.

the following described real estate, to wit:

ALL those lots or parcels of ground situate, lying and being in the Second Election District of Queen Anne's County, Maryland,

BEING KNOWN AND DESIGNATED as Lot No. 48 and the westerly one-half of Lot No. 49, of Tract D, as shown on Plat "2" of the Sara E. Skipper Lands, dated May, 1960, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber R.S.P. No. 57, folio 266, and in Plat Book T.S.P. No. 1, folio 74.

SAVE AND EXCEPT from the above described Lot No. 48 so much thereof which was granted and conveyed by Sara E. Skipper unto James M. Wright and Norma L. Wright, his wife, by deed dated October 13, 1965, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 18, folio 7.

SUBJECT to restrictions and conditions set forth in deed from Sara E. Skipper unto Norris Hall and Harriette D. Hall, his wife, dated July 8, 1970, and recorded among the aforesaid Land Records in Liber C.W.C. No. 50, folio 379.

BEING the same lands conveyed from Norris Hall and Harriette D. Hall, his wife, to George W. Sterling and Anna F. Sterling, his wife, and Evelyn M. Sterling, by deed dated April 27th, 1978, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 134, folio 253.

TOGETHER with the right and privilege to the use, in common with other property owners in the subdivision, that portion of land to be designated on a plat as a community park so that they may have access to the waters of the Chester River.

The property is improved by a modern one-story dwelling containing four bedrooms, two bathrooms, and a fireplace. Included are an electrical stove and a dishwasher. A portion of the residence is carpeted and the residence has central air conditioning. The property lies on the north side of Boundary Avenue in the Sara Skipper subdivision. The house is well situated on an attractive lot in a nice neighborhood.

TERMS OF SALE: A deposit of Five Thousand ($5,000.00) Dollars in cash or by certified or cashier's check at the time of sale, balance due in cash or by certified or cashier's check at the time of settlement, which shall be within fifteen (15) days after final ratification of sale by the Circuit Court of Queen Anne's County, Maryland, unless said period is extended for good cause shown, time being of the essence; interest at the rate of ten (10%) percent per annum shall be paid on the unpaid purchase money from date of sale to date of settlement. All taxes, public charges, etc., to be adjusted to date of sale. All conveyancing, recording, revenue stamps, transfer tax, to be paid by purchaser. The improvements are being sold in an "as is" condition. At the time and place of sale, purchaser will be required to make affadavit as required by Rule BR6b3 of the Maryland Rules of Procedure. Compliance with the terms of sale shall be made within the time herein set forth or the deposit shall be forfeited and the property resold at the risk and expense of defaulting purchaser. The assignee reserves the right to modify any of the aforesaid terms of sale.

ALEXANDER P. RASIN, III
Assignee of Mortgage
Court Street
Chestertown, Maryland 21620
778-3515

RO-9-30-3t-044

Centreville, Md. 11-11 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 12th day of NOvember 1981. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 28th day of October 1981 and the last insertion on the 11th day of NOvember 1981.

Publishers, Record Observer

Per Maxine Freeman.

ORDER NISI ON SALE
ALEXANDER P. RASIN, III,
Assignee
vs.
GEORGE W. STERLING, et al.
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6978

ORDERED, this 19th day of October, 1981, that the sale of the real property, made and reported in this cause by Alexander P. Rasin, III, Assignee, be ratified and confirmed, on or after the 19th 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 12th day of November, 1981.

The report states the amount of sales to be $55,000.00.

MARGUERITE W. MANKIN,
Clerk

True Copy, Test:
Marguerite W. Mankin,
Clerk
By: Betty M. Comegys,
Deputy Clerk

Filed: October 19, 1981.

RO-10-28-3t-037

CLERK, CIRCUIT
1981 NOV 19 AM 9:40
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 207

ALEXANDER P. RASIN, III, Attorney	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
GEORGE W. STERLING, et al.	*	QUEEN ANNE'S COUNTY,
Defendant	*	MARYLAND
	*	Equity No. 6978

* * * * * * * * * * *

PETITION FOR PAYMENT OF SURPLUS PROCEEDS

Richard H. Parsons, Judgment Creditor, by J. Donald Braden, his attorney, request that this Honorable Court direct that any access proceeds arising from the sale of the premises in the above captioned proceeding be paid to the Claimant for the following reasons:

1. On August 17, 1972, the Claimant obtained a judgment against George W. Sterling in the amount of $1,740.09 and $261.00 collection charges in the Circuit Court for Wicomico County, Maryland.

2. On September 6, 1979, a certified copy of said docket entries were filed in the Circuit Court for Queen Anne's County, Maryland, and constitutes a lien on the subject property with regard to the interests of George W. Sterling as of that date. (see Law No. 4160).

J. Donald Braden
J. Donald Braden
Attorney for the Claimant

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of November, 1981, I mailed a copy of the aforegoing Petition for Payment of Surplus Proceeds, first class mail, postage prepaid, to the office of Alexander P. Rasin, III, Esquire, Rasin and Sisk, Court Street, P. O. Box 228, Chestertown, Maryland 21620.

J. Donald Braden
J. Donald Braden
Attorney for the Claimant

FILED
NOV 20 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

ALEXANDER P. RASIN, III, Assignee

Plaintiff

VS.

GEORGE W. STERLING, ANNA F. STERLING, his wife, and EVELYN M. STERLING

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity No. 6978

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 23rd day of November, 1981, that the sale of the real estate made and reported in this cause by Alexander P. Rasin, III, Assignee, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as required by the preceding Order Nisi, and the said Alexander P. Rasin, III, Assignee, is allowed the usual commissions and proper expenses, not personal, as he shall produce vouchers for the auditor.

Clayton C. Carter
Judge

LAW OFFICES
RASIN AND SISK
COURT STREET
P.O. BOX 228
CHESTERTOWN, MARYLAND 21620
(301) 778-3515

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ALEXANDER P. RASIN, III :
Assignee

v. : Equity # 6978

GEORGE W. STERLING
ANNA F. STERLING :
EVELYN M. STERLING

:

: : : : :

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 George W. Sterling, Anna F. Sterling, and Evelyn M. Sterling

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 1st day of February, 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 1st day of January, 1982.

John W. Sause, Jr.
Auditor of the
Circuit Court for
Queen Anne's County

Publish 3 times

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1981 NOV 27 PM 1:25
QUEEN ANNE'S COUNTY

Bill to: Alexander P. Rasin, III, Esquire
Post Office Box 228
Chestertown, Maryland 21620

Centreville, Md. 1-14 19 82

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 1st day of January 19 82. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 2nd day of December 19 81, and the last insertion on the 16th day of December 19 81.

Publishers, Record Observer

Per Margie Freeman

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
ALEXANDER P. RASIN, III
Assignee
v.
GEORGE W. STERLING
ANNA F. STERLING
EVELYN M. STERLING
EQUITY #6978
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 George W. Sterling, Anna F. Sterling, and Evelyn M. Sterling 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 1st day of February, 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 1st day of January, 1982.

John W. Sause, Jr.
Auditor of the
Circuit Court for
Queen Anne's County

RO-12-2-3t-06

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CLERK, CIRCUIT COURT
1982 FEB -2 PM 2:02
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 211

LAW OFFICES
RASIN AND SISK
COURT STREET
P.O. BOX 228
CHESTERTOWN, MARYLAND 21620

A. PARKS RASIN, JR. (1911-1975)
ALEXANDER P. RASIN, III
H. THOMAS SISK

(301) 778-3515

February 2, 1982

Marguerite W. Mankin, Clerk of the
Circuit Court for Queen Anne's
County
Centreville, Maryland 21617

Attention: Equity Clerk

Re: Sterling Foreclosure - Equity 6978

Dear Madam Clerk:

Enclosed please find a certification of publication for filing in Equity No. 6978 (Sterling).

Thank you for your cooperation in this matter.

Sincerely,

Alexander P. Rasin, III

APR,III/m
Enclosure

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ALEXANDER P. RASIN, III Assignee	:	
v.	:	Chancery #6978
GEORGE W. STERLING ANNA F. STERLING EVELYN M. STERLING	:	

: : : : :

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 verify the various claims filed herein; to determine their priority; 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 4th day of February, 1982 by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of $ 150.00, 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

RECEIVED
CLERK, CIRCUIT COURT
1982 FEB -4 AM 9:33
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ALEXANDER P. RASIN, III
Assignee

v.

GEORGE W. STERLING
ANNA F. STERLING
EVELYN M. STERLING

Chancery #6978

ACCOUNT OF AUDITOR

PROCEEDS OF FORECLOSURE SALE				
Sale Price			$ 55,000.00	
Interest on $50,000.00 at 10% 10/17 to 11/30 44 days at $13.6986			602.74	
Pro rata 1981/82 property taxes			478.47	
Interest on funds			74.50	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION				$ 56,155.71
COMMISSIONS payable to Assignee			$ 2,900.00	
ATTORNEY FEE, per Mortgage			100.00	
EXPENSES OF SALE				
Court costs	$	195.50		
Advertising				
Notices of sale		273.13		
Report of sale		61.44		
Notice to claimants		65.52		
Bond premium		250.00		
Auctioneer fee		137.50		
Certified mail		3.06		
1981/82 property taxes		691.28		
David Wilson (mowing grass)		20.00		
Fidelity Exterminating		75.00	1,772.43	
AUDITOR'S FEE & COSTS				
Fee for audit, per Order	$	150.00		
Postage & xerox		4.68	154.68	4,927.11-
AVAILABLE FOR DISTRIBUTION				$ 51,228.60
INDEBTEDNESS UNDER MORTGAGE				
Principal, per Statement of Debt			$ 29,770.30	
Interest to 9/15, per Statement			2,907.34	
Interest 9/16 to 11/30 at 9% 76 days at $7.4425 per day			565.63	
TOTAL PAYABLE TO MORTGAGEE				33,243.27-
SURPLUS AVAILABLE FOR DISTRIBUTION TO JUNIOR CREDITORS				$ 17,985.33

DISTRIBUTION OF SURPLUS

Peoples Bank of Kent County, Mortgage dated 9/22/78 and recorded 9/26/78		
Balance as per claim filed	$ 16,607.39	
Interest 10/20 to 11/10 21 days at $4.25114 per day	174.30	$ 16,781.69-
1/3 share of George W. Sterling to Kersey Motor Company in partial satisfaction of judgment recorded on May 17, 1979, as per claim filed		401.21-
1/3 share of Anna F. Sterling to Chestertown Brick Co., Inc., in partial satisfaction of judgment recorded on June 28, 1979, as per claim filed		401.21-
1/3 share of Evelyn M. Sterling to Peoples Bank of Kent County in partial satisfaction of Mortgage recorded March 24, 1980, as per claim filed		401.22-
TOTAL DISTRIBUTION OF SURPLUS		$ 17,895.33-

Auditor's Note

Of the 9 claims filed in this Cause (including two combined in a single claim filed by Peoples Bank of Chestertown), the most senior is the second mortgage of Peoples Bank, dated September 22, 1978, and recorded September 26, 1978. As all of the defendants in this Cause were liable on that mortgage, the claim is allowed in full.

Of the remaining claims, six represent judgments against one or two (but not all) of the defendants. The balance of $1,203.64 which remained after deducting the 1978 mortgage claim of Peoples Bank was therefore divided between the three joint tenant-mortgagors. See, Weber v. Lauman, 91 Md. 90, 101.

The next ranking creditor is Kersey Motor Company, who recorded a judgment against George W. Sterling on May 17, 1979. Since the interest of George W. Sterling in the surplus fund is $401.21, that amount is allowed in partial satisfaction of the debt of this creditor.

The third ranking lien is the judgment of Chestertown Brick Co., recorded on June 28, 1979, against George W. Sterling and Anna F. Sterling. Since the interest of George W. Sterling was exhausted by the partial payment on the claim of Kersey Motor Company, only the interest of Anna F. Sterling in the amount of $401.21 is available to this creditor and is allowed in partial satisfaction of that judgment.

The fourth ranking lien is that of Richard H. Parsons, who recorded a judgment against George W. Sterling on September 6, 1979. No amount remains for any payment of this claim, the interest of that defendant in the surplus having been previously exhausted.

The fifth ranking claim is the third mortgage of Peoples Bank, recorded on March 24, 1980, and executed by all of the defendants. No funds of George W. or Anna F. Sterling are available with respect to this claim. However, this lien is the highest priority claim against the interest of Evelyn M. Sterling; and that interest ($401.22) is allowed in partial satisfaction of the third mortgage.

There is no fund from which to satisfy any part of the claims of the remaining claimants (in order of priority: the Internal Revenue Service, Burton Chevrolet-Buick, Inc., Wylain, Inc., and a second claim of Chestertown Brick Co.), or, as noted above, the claim of Richard H. Parsons.

NOTICE

The attached Account was filed on the 4th day of February, 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 #6978. 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 4th day of February, 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:

Alexander P. Rasin, III, Esquire
Assignee and Attorney for
Peoples Bank of Chestertown
Post Office Box 228
Chestertown, Maryland 21620

Robert A. Thornton, Jr., Esquire
Attorney for Kersey Motor Company
Post Office Box 560
Denton, Maryland 21629

C. Daniel Saunders, Esquire
Attorney for Chestertown Brick Co.
Post Office Box 158
Chestertown, Maryland 21620

J. Donald Braden, Esquire
Attorney for Richard H. Parsons
Farmers National Bank Building
Centreville, Maryland 21617

Internal Revenue Service
Special Procedures Section
Attention: Jerome Dorsey
Post Office Box 1076
Baltimore, Maryland 21203

Floyd L. Parks, Esquire
Attorney for Burton Chevrolet-Buick, Inc.
125 Court Street
Chestertown, Maryland 21620

Richard T. Moxley, Esquire
Attorney for Wylain, Inc.
1011 Fidelity Building
Baltimore, Maryland 21201

Mr. George W. Sterling
Route 1 Box 11
Montauk, New York 11954

Mrs. Anna F. Sterling
Route 1 Box 11
Montauk, New York 11954

Mrs. Evelyn M. Sterling
Route 1 Box 11
Montauk, New York 11954

James D. Elder, Esquire
Chestertown, Maryland 21620

John W. Sause, Jr.
Auditor

ALEXANDER P. RASIN, III, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6978
GEORGE W. STERLING, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 4th day of February, 19 82, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 22nd day of February, 19 82, 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 February 4, 1982

	*	IN THE CIRCUIT COURT
ALEXANDER P. RASIN, III, Assignee	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6978
	*	
GEORGE W. STERLING, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 23rd day of February, 19 82, by the Court that the account of the Auditor is finally ratified and confirmed, and Alexander P. Rasin, III, Assignee ~~XXXXXXXX~~ is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Mankin Clerk

Filed February 23, 1982

WILLIAM M. LEVY,	:	IN THE
Attorney Named in Mortgage	:	CIRCUIT COURT
PLAINTIFF	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
SHOREBUILT, INC.,	:	(IN EQUITY)
a body corporate of the	:	
State of Maryland	:	#7009
DEFENDANT	:	

: :

NOV -2-81 % 28059 *****60.00
NOV -2-81 A 28059 *****60.00

Mr. Clerk:

Please docket suit in the above captioned case and file as Plaintiff's Exhibit A the attached Mortgage, default in the covenants and conditions having occurred therein.

William M. Levy

William M. Levy
Attorney Named in Mortgage

Levy and Ditto

Levy and Ditto, Attorneys
Attorneys for Plaintiff
1507 Fidelity Building
Baltimore, Maryland 21201
(301) 727/3445

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV -2 AM 9:51
QUEEN ANNE'S COUNTY

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

DOCUMENT NO. 103,527 LIBER 14 PAGE 220 LIBER 168 FOLIO 354

D. R City/County

FINANCING STATEMENT RECORDED

THIS MORTGAGE, Made this 29th day of September in the year one thousand, nine hundred and eighty, between

SHOREBUILT, INC., a body corporate

of the State of Maryland, MORTGAGOR, whose address is Route #3, Box 438, Stevensville, Maryland 21666 and

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

a body corporate, of the State of Maryland, MORTGAGEE, whose address is 7699 Harford Road, Baltimore, Maryland 21234.

WHEREAS, the said MORTGAGOR being a member of the said body corporate, has received therefrom an advance of FORTY-FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS ($44,950.00) used as part of the purchase money for the property hereinafter described.

WHEREAS, said Mortgagor being so justly indebted unto said Mortgagee for said advance, the said Mortgagor does hereby covenant to repay the same unto the Mortgagee or its assigns, together with interest thereon accounting from the date hereof until fully paid; interest shall be charged at a rate equal to the prime rate of interest charged by the Maryland National Bank as the same exists on the date hereof, and as the same hereafter exists on the first day of each succeeding month hereinafter during the term hereof, computed on a daily basis plus 2 % per annum; provided, however, that the rate of interest charged herein shall never be less then 12 % per annum. Said interest shall be payable in monthly installments commencing on the 1st day of October 1980 ; the principal sum due hereunder together with interest computed as hereinbefore set forth, if not sooner paid, shall be fully due and payable twelve (12) months from the date hereof.

WHEREAS, it was a condition precedent to said advance that the repayment thereof, together with the interest aforesaid, and the performance of the covenants and conditions hereinafter mentioned should be secured by the execution of this Mortgage.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said MORTGAGOR does grant unto said Mortgagee, its successors and assigns, all that lot of ground situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, Kent Island, and described as follows, that is to say:

BEING known and designated as Lot 22 Block AA as shown on the Plat entitled "Revised Plat 6 Addition to Cloverfields", recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 50, folio 304, and in Plat Book T.S.P. 1, folio 64.

BEING the same lot of ground described in a Deed bearing even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto, from Quinn Homes, Inc. to the said Shorebuilt, Inc.

FILED
CLERK CIRCUIT COURT
1980 OCT 15 AM 11:53
QUEEN ANNE'S COUNTY

OCT 15-80 * 25981 ****161.40
OCT 15-80 A #25981 ****147.40
OCT 15-80 A #25980 *****14.00

THE SAID MORTGAGOR hereby covenants and agrees with the said Mortgagee, its successors and assigns, to pay and perform as herein set forth and in addition thereto to pay when legally due and payable all taxes, water rent, ground rent (if any), mortgage guarantee and hazard insurance premiums, public dues and assessments of every kind whatsoever, including metropolitan district charges, for which the property hereby mortgaged may become liable and to exhibit to the Mortgagee receipts for such payment prior to the date they would become delinquent, overdue or in arrears; failure to pay any of the aforementioned charges when legally due shall constitute a default hereunder and at the option of the Mortgagee, its successors and assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may without notice to the Mortgagor institute proceedings to foreclose this mortgage. Notwithstanding anything to the contrary, Mortgagee, its successors and assigns, in the event the Mortgagor fails to pay any of the aforementioned charges when legally due, may at its option pay the same and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of interest hereinabove specified from the date of said payment and the said Mortgagee, its successors and assigns, shall have a lien hereunder on said premises for the amount so paid together with said interest thereon, so that the same shall become additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for foreclosure of the same.

Admiral-Builders Savings and Loan Association, the Secured Party, signs this instrument to comply with the Uniform Commercial Code, Article 95-B of the Annotated Code of Maryland.

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

BY: John H. Ditto JOHN H. DITTO, JR.

THIS loan may be prepaid in whole or in part, at any time, without penalty.

AT the Mortgagee's option, Mortgagor will pay a late charge not to exceed the greater of Two Dollars ($2.00) or five per cent (5%) of the total amount of any delinquent or late periodic installment of principal and interest which is received by the Mortgagee more than fifteen (15) days after the due date thereof to cover the extra expense of handling delinquent payments.

THIS mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are now or hereafter located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast-nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks, centrally controlled air conditioning equipment and/or individual units of a permanent nature; built-in club room with its appurtenances; built-in radio and television antenna; all lighting fixtures: built-in mantels; screens for windows and doors, storm-windows and doors; window shades and floor coverings affixed to the floor. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

TOGETHER, with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining, and all rents and profits issuing therefrom, which rents and profits said MORTGAGOR hereby assigns to said MORTGAGEE, its successors and assigns, as additional security for the performance of the covenants hereinafter contained; and upon default in any of said covenants, said MORTGAGEE, its successors and assigns, is hereby authorized to collect said rents and profits, and/or to rent said premises for the account of said MORTGAGOR, and to credit said rents and profits so collected, after deducting all costs of collection, administration and repairs necessary to the maintenance of said premises in a tenantable condition, to the account of said MORTGAGOR.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said MORTGAGEE its successors and assigns, forever, in fee simple.

IF HOWEVER the said MORTGAGOR shall make the payments and perform the covenants herein on his part contained, then this mortgage shall be void.

SAID MORTGAGOR also covenants and agrees:—(a) to keep the improvements on said property in good repair; (b) to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the MORTGAGEE, or its assigns, in such company or companies approved by, and in amounts required by the MORTGAGEE, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of said MORTGAGEE, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the MORTGAGEE, its successors and assigns; (c) that it shall be deemed a default under this mortgage if the MORTGAGOR shall sell, cease to own, transfer, * or dispose of the within described property without the written consent of the MORTGAGEE; (d) that the MORTGAGOR specially warrants the property herein mortgaged and the MORTGAGOR will execute such further assurances thereof as may be requisite.

* further encumber

AND IT IS AGREED that until default be made herein, the said MORTGAGOR or his assigns may retain possession of the hereby mortgaged property.

AND in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the MORTGAGEE, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and the said MORTGAGOR hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said MORTGAGOR hereby also authorizes and directs the said MORTGAGEE, its successors and assigns, or KARL M. LEVY, ROBERT J. NEUBAUER, WILLIAM M. LEVY, its duly authorized Attorney or Agent, after any default in any of the payments, covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to decree or under the above power of sale, shall be under the provisions of Article 21 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto, including Maryland Rules of Procedure and any and all local rules of procedure applicable thereto; and it is agreed that upon this institution of foreclosure proceedings, after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the MORTGAGEE before sale, the said MORTGAGOR shall, in addition to such other sum or sums with which he shall be chargeable, be also chargeable with a counsel fee of Seventy-five Dollars ($75.00) to the attorney or solicitor instituting such proceedings; and the said MORTGAGOR, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under order or decree of the Circuit Court (in Equity) for the County or City in which said foreclosure proceedings are instituted, which said expenses, costs and commissions the said MORTGAGOR for himself, his heirs, personal representatives and assigns does hereby covenant and agree to pay; and the said MORTGAGEE, its successors and assigns, or KARL M. LEVY, ROBERT J. NEUBAUER or WILLIAM M. LEVY, its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission, and it is further agreed that upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of $449.00 Dollars for conducting the proceedings, if without contest, but if legal service be rendered to the MORTGAGEE or its assigns, or to the trustee or party selling under the power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the MORTGAGEE, its successors or assigns, hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said MORTGAGOR, his heirs, personal representatives or assigns.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders; whenever there shall be two or more MORTGAGORS hereunder all obligations of said MORTGAGORS shall be joint and several.

THE MORTGAGOR hereby certifies that prior to the execution of this Mortgage he has received a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland and Title I of the Consumer Credit Protection Act.

WITNESS the corporate seal of SHOREBUILT, INC., a body corporate, and the signature of JOHN A. LANG, JR. President thereof.

TEST:

Bettie L. Breeden
BETTIE L. BREEDEN

SHOREBUILT, INC. (SEAL)

BY: John A. Lang, Jr.
John A. Lang, Jr. President

(SEAL)

(SEAL)

State of Maryland, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of September one thousand, nine hundred and eighty, before me, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared JOHN A. LANG, JR. President of SHOREBUILT, INC., a body corporate, the MORTGAGOR(S) named in the foregoing mortgage, and he acknowledged the aforegoing mortgage to be the act of said body corporate.

At the same time also appeared WALTER R. KLOHR, JR., President of the Mortgagee named in the aforegoing mortgage, and made oath in due form of law that the consideration set forth in said mortgage is true and bona-fide as therein set forth, that to the extent that the proceeds of said loan, or any part thereof, represent the purchase money for the property described in this mortgage, the amount of said loan representing said purchase money was paid over and disbursed to either the Mortgagor or the person responsible for the disbursement of funds in the closing transaction, or their respective agents at a time no later than the final and complete execution* of this mortgage, and that he is the agent of said body corporate and duly authorized to make this oath.

*and delivery by the Borrower

AS WITNESS my hand and Notarial Seal.

Bettie L. Breeden
Notary Public
BETTIE L. BREEDEN

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

- - - - - - - - - - - - - -

WILLIAM M. LEVY,
Attorney Named in Mortgage
PLAINTIFF

VS.

SHOREBUILT, INC., a body corporate of the State of Maryland
DEFENDANT

- - - - - - - - - - - - - -

PLAINTIFF'S EXHIBIT A

- - - - - - - - - - - - - -

Mr. Clerk:

Please file, etc.

William M. Levy
William M. Levy

LIBER 188 FOLIO 357

14 No. 223

LIBER 14 PAGE 224

WILLIAM M. LEVY, Attorney Named in Mortgage PLAINTIFF *vs.* SHOREBUILT, INC., a body corporate of the State of Maryland DEFENDANT	IN THE **CIRCUIT COURT** —OF— QUEEN ANNE'S COUNTY (IN EQUITY)

STATEMENT OF MORTGAGE DEBT

Original amount of Mortgage	$ 44,950.00
Amount Held by Trustees	18,700.00
	$ 26,250.00
Interest through October 31, 1981	1,502.83
Late Charges	32.55
Fire Insurance advanced	243.00
Progress Inspection Fees on Construction	170.00
	$ 28,198.38

President of Admiral-Builders Savings
and Loan Association

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 29th day of October in the year nineteen hundred and eighty-one, before me, a Notary Public of the State of Maryland, in and for County of Baltimore, personally appeared WALTER R. KLOHR, JR., President of ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION.

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

WILLIAM M. LEVY NOTARY PUBLIC BALTIMORE COUNTY

Notary Public.

IN THE MATTER OF THE * IN THE CIRCUIT COURT FOR
MORTGAGED REAL ESTATE OF * QUEEN ANNE'S COUNTY, MARYLAND
SHOREBUILT, INC. * EQUITY NO. 7009

PETITION OF JUDGMENT CREDITOR FOR SURPLUS PROCEEDS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Chestertown Brick Co., by C. Daniel Saunders, its attorney, respectfully represents:

1. Your Petition holds a summary judgment against Shorebuilt, Inc., which was given by the District Court of Maryland for Queen Anne's County on the 5th day of August, 1981 in case no. 3-4-81-CV-440, in the amount of Two thousand fifty one dollars and eighty cents($2051.80) and costs of suit amounting to fifteen dollars ($15.00). (See Exhibit A attached)

2. The above referred to judgment was recorded in the District Court for Queen Anne's County on August 18, 1981 Recorded Index No. 1 Folio 551 and a Notice of Lien of such judgment filed with the Clerk of the Circuit Court for Queen Anne's County.

3. The above referred to judgment has not been paid.

4. Your Petitioner verily believes that after the sale of the property to be had in this proceeding, there will be excess proceeds due and owing Shorebuilt, Inc., and respectfully requests that the same be accounted for and paid to your Petitioner to satisfy the above cited judgment, the same to be done in your Petitioner's proper order and as its interest appears.

FILED
NOV 12 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

C. Daniel Saunders
Attorney for Chestertown Brick
P.O. Box 158
Chestertown, Maryland 21620
778-4510

C. DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 158
CHESTERTOWN, MD. 21620

AFFADAVIT

I HEREBY DECLARE and affirm under the penalties of perjury that the matters and facts set forth in the aforegoing Petition for Surplus Proceeds are true and correct.

C. Daniel Saunders

I HEREBY CERITFY, that on this 12 day of November, 1981, a copy of the aforegoing Petition for Surplus Proceeds was mailed to William M. Levy, Assignee, 1507 Fidelity Building, Baltimore, Maryland 21201; and to Shorebuilt, Inc., Rt. 3 Box 438, Stevensville,Maryland 21666, and Carl E. Tuerk, Jr., Esquire, 1 North Charles Street, Baltimore, Maryland.

C. Daniel Saunders

C. DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 188
CHESTERTOWN, MD. 21620

IN THE MATTER OF THE MORTGATED REAL ESTATE OF SHOREBUILT, INC.

* IN THE CIRCUIT COURT FOR
* QUEEN ANNE'S COUNTY, MARYLAND
* EQUITY NO. 7009

ORDER

THE PETITION for Surplus Proceeds, heretofore filed by Chestertown Brick Co., Inc. having been read and considered by the court,

IT IS THEREUPON ORDERED this 11th date of February, 1981, that the relief requested in said Petition be and is hereby granted and that the Auditor take proper steps to see that any surplus proceeds from the sale which may be decreed in this case, if any, which would be due Shorebuilt, Inc. be paid to Chestertown Brick Co., Inc., in the District Court For Queen Anne's County, Maryland Case No.3-4-81-CV-440, in the amount of $2051.80, plus costs and interest from date of judgment.

AND IT IS FURTHER ORDERED that the Clerk cause a true copy of this order to be mailed to Shorebuilt, Inc.

FILED
FEB 16 1982
CIRCUIT COURT
QUEEN ANNE'S CO.

Taylor C. Carter
JUDGE

DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 189
CHESTERTOWN, MD. 21620

CV

CASE NO. —310V40

DISTRICT COURT OF MARYLAND FOR

PARTIES

tertown Brick Co., Inc.
nec Road
tertown, Maryland 21620

VS

s):
rebuilt, Inc.
3 Box 438
vensville, Maryland 21666
on: John Lang, Jr.
Resident Agent

Return 6/24/81

ATTORNEYS

f - Name & Address

Daniel Saunders, Esq.
. Box 158
tertown, Maryland21620

Defendant: Address
Name
Address

JUDGMENT

SUMMARY ✓
DEFAULT
CONSENT
CONFESSION
NISI

Condemnation

in favor of Plaintiff

for

$ 2051.80 DAMAGES and COSTS $ 15.00

with interest from date plus $

Attorney's Fees against Defendant

8/5/81 Date — 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

CONTINUANCES

DATE	PLTF	DEFT	PLAT TIFF	MO TION	ADD DEFTL	OTH ER BY	IN WITN ESS	APPROVED	PARTIES NOTIFIED	BY

DATE SATISFACTION FILED

AUG 10 1981

DATE	Description of Papers	COSTS
Filed 6/24/81	INITIAL FILING Affidavit in lieu of filing fee [illegible]	3/15.00
June 17 1981	Issued	
June 25	S/O returned Served Pursuant to Md Rule	
8/5/81	Motion + refund + Judgment for Condemnation filed to date - no appearance in co by Anyone - SJS Mem Rec 28	

" 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 Aug 7 1981

DISTRICT COURT

DEPARTMENT OF ASSESSMENTS AND TAXATION
LIBER 14 PAGE 228

WILLIAM M. LEVY,	:	IN THE
Attorney Named in Mortgage	:	CIRCUIT COURT
PLAINTIFF	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
SHOREBUILT, INC., a body	:	(IN EQUITY)
corporate of the State of	:	CASE # 7009
Maryland	:	
DEFENDANT	:	

: :

AFFIDAVIT OF NOTIFICATION OF SALE AND TERMS THEREOF

I, William M. Levy, do hereby make oath that pursuant to Rule W 74 of the Maryland Rules of Procedure I mailed on November 16, 1981 by certified mail, return receipt requested, to John Lang, Shorebuilt, Inc., Route 3 Box 438, Stevensville, Maryland 21666, Mortgagor; to Ward Component Systems, Inc, Cordova Road, Easton, Maryland 21601, Subordinate Mortgagee; and to Chestertown Brick Co., Inc., Chestertown, Maryland 21620, Subordinate Judgment Creditor, notice of the time, place and terms of the pending sale of the property, the subject of these proceedings, a copy of said letters being filed herewith as a part hereof.

William M. Levy,
Attorney Named in Mortgage

Sworn to before me, a Notary Public of the State of Maryland this 19th day of November 1981.

J. H. Ditto
JOHN H. DITTO, JR. Notary Public

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV 20 AM 9:50
QUEEN ANNE'S COUNTY

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

Case No. 7009

LIBER 14 PAGE 230

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

Equity #7009

Bond No. 951 62 01

KNOW ALL MEN BY THESE PRESENTS:

That we, William M. Levy
1507 Fidelity Building
Baltimore, Md., 21201 as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-thousand 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 23rd day of November in the year of our Lord eighty-one

Whereas, the above bounden William M. Levy

by virtue of the power contained in a mortgage from Shorebuilt, Inc.,

to Admiral-Builders Savings and Loan Association

bearing date the 29th day of September, 1980 and recorded among the mortgage records of Queen Anne's County in Liber ..... No. ..... Folio ..... and .....

William M. Levy

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William M. Levy

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 William M. Levy

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:

William M. Levy (SEAL)
William M. Levy

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Aleta J. Burns *As to Surety*

By Clinton A. Killam, *Attorney-in-Fact*

J3228(MD)—250, 8-81 213732
Formerly MD322Ka
Mortgagee's or Attorney's Bond

1981 NOV 27 AM 10:28

QUEEN ANNE'S COUNTY

Surety Approved

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

LIBER 3 PAGE 183

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

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 27th day of November, 1981.

Marguerite W. Manlein

Clerk of Circuit Court for Queen Anne's County

WILLIAM M. LEVY,	:	IN THE
Attorney Named in Mortgage	:	CIRCUIT COURT
VS.	:	FOR
SHOREBUILT, INC.	:	QUEEN ANNE'S COUNTY
	:	(IN EQUITY)
	:	CASE No. 7009

: :

REPORT OF SALE

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

The Report of Sale of William M. Levy, Attorney Named in The Mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of the trust reposed in him, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Queen Anne's Record-Observer, a weekly newspaper published in Queen Anne's County, for more than three (3) successive weeks preceding the day of sale and by additional advertisement inserted in the Baltimore Sunday Sunpaper, the said William M. Levy, Attorney Named in The Mortgage, did pursuant to said notice on Thursday, the 3rd day of December, 1981 at 1:30 o'clock p.m. attend on the premises and then and there sold the property, the same being fully described in a copy of the advertisement in the Queen Anne's Record-Observer, attached hereto, unto Admiral-Builders Savings and Loan Association at and for the sum of $15,000.00 (cash upon ratification of the sale) which was then and there the highest bidder therefore.

Respectfully submitted,

William M. Levy

William M. Levy,
Attorney Named in The Mortgage

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

RECEIVED
CLERK, CIRCUIT COURT
1981 DEC 11 AM 10:47
QUEEN ANNE'S COUNTY

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 8th day of December, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared WILLIAM M. LEVY, Attorney Named in Mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Bettie L. Breeden

BETTIE L. BREEDEN Notary Public

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

Levy & Ditto, Solicitors
1507 Fidelity Building
Baltimore, Maryland 21201

ATTORNEY'S SALE

Of

Split Foyer Dwelling

Located On The South Side Of Larch Place East of Love Point Road "Cloverfields" Stevensville, Maryland

Under and by virtue of the power and authority conteined in a Mortgege from Shorebuilt, Inc., to Admiral-Builders Savings and Loan Association dated September 29, 1980 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. 168, folio 354, default having occurred thereunder, the undersigned attorney will sell at public auction ON THE PREMISES ON

Thurs., Dec. 3, 1981

at 1:30 p.m.

All that fee simple lot of ground and the improvements thereon situate on Kent Island in the Fourth Election District of Queen Anne's County and being described as follows:

BEING known and designated as Lot No. 22 Block AA as shown on a Plat entitled "Revised Plat 6, Addition to Cloverfields", which Plat is recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 50, folio 304.

IMPROVED by a split foyer dwelling completed through the "rough in" stage. The lot and improvements are to be serviced by a well and septic system. TO BE SOLD AS IS.

SUBJECT to conditions, restrictions, easements, charges and agreements of record.

TERMS OF SALE: Cesh. A deposit in cash or a certified check of $2,500.00 at the time and place of sale, belence in cash upon finel ratification of sale by the Circuit Court for Queen Anne's County, interest to be paid on the unpaid purchase money from the date of sale to date of settlement.

Taxes and all other public cherges and assessments payable on an annual basis including sanitery and/or Metropolitan District charges, if any, to be edjusted for the current year to date of sale and assumed thereefter by the purchaser. Cost of el' 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.

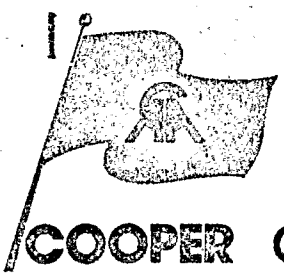
Terms of sale to be complied with within 5 days after final ratification thereof by the Circuit Court for Queen Anne's County, otherwise property may be resold at the risk and cost of the defaulting purchaser.

Directions - From Route 50 north on Route 18 (Love Point Road) to Larch Piece, right to property.

WILLIAM M. LEVY, Attorney Named in Mortgage
(301) 727-3445
ALEX COOPER AUCTIONEERS, INC.
(301) 752-4868

BO-11-11-41-020

JOSEPH A. COOPER
President
Residence: 484-4987



AUCTIONEERS
•
ORIENTAL RUG IMPORTERS
•
REAL ESTATE AND CHATTEL APPRAISERS

ALEX COOPER auctioneers inc.

345 N. CHARLES STREET • BALTIMORE MARYLAND 21201 • TELEPHONE (301) 752-4868

Equity No 7009

STATE OF MARYLAND, CITY OF BALTIMORE Set:

I HEREBY CERTIFY, that on this 3rd Day of December, 1981, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City,~~ Baltimore County personally appeared

Walter R. Klohr, President for Admiral-Builders S+L Assn.

purchaser/s at the foreclosure sale in this cause, and made oath in due form of law that he/they—is/are the purchaser/s and purchased same as principal and not as an agent for anyone, or ~~he/they purchased same as agent and his/their principal is~~ _____, and that he/they has/have not directly or indirectly discouraged anyone from bidding for the said Lot No. 22 Situate on South side of Larch Place. mentioned in the said Report of Sale.

ADMIRAL-BUILDER S&L ASSN
Purchaser

PRESIDENT
Purchaser

(SEAL) Joseph A. Cooper
Notary Public

JOSEPH A. COOPER
NOTARY PUBLIC
BALTIMORE COUNTY, MD.

ORDER NISI ON SALE

WILLIAM M. LEVY, Attorney Named in Mortgage vs. SHOREBUILT, INC., et al	In the Circuit Court for Queen Anne's County In Equity Cause No. 7009

ORDERED, this 11th day of December, 1981, that the sale of the real property, made and reported in this cause by William M. Levy, Attorney Named in Mortgage, be ratified and confirmed, on or after the 11th day of January, 1982, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 4th day of January, 1982.

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

Marguerite W. Mankin Clerk

Filed December 11, 1981

7009

Centreville, Md. 12 10 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 4 successive weeks before the 3rd day of December 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 11th day of November 19 81, and the last insertion on the 2nd day of December 19 81.

Publishers, Record Observer

Per Maggie Freeman

CLERK. C.C.C. ... LAT

1981 DEC 21 AM 9:52

QUEEN ANNE'S COUNTY

Levy & Ditto, Solicitors
1507 Fidelity Building
Baltimore, Maryland 21201

ATTORNEY'S SALE

Of

Split Foyer Dwelling
Located On The South Side Of
Larch Place East of Love Point Road
"Cloverfields" Stevensville, Maryland

Under and by virtue of the power and authority contained in a Mortgage from Shorebuilt, Inc., to Admirel-Builders Savings and Loan Association, dated September 29, 1980 and recorded emong the Land Records of Queen Anne's County in Liber M.W.M. 168, folio 354, default having occurred thereunder, the undersigned attorney will sell at public auction ON THE PREMISES ON

Thurs., Dec. 3, 1981
at 1:30 p.m.

All that fee simple lot of ground end the improvements thereon situate on Kent Island in the Fourth Election District of Queen Anne's County end being described as follows:

BEING known and designated as Lot No. 22 Block AA as shown on a Plet entitled "Revised Plat 6, Addition to Cloverfields", which Plat is recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 50, folio 304.

IMPROVED by a split foyer dwelling completed through the "rough in" stage. The lot and improvements are to be serviced by a well end septic system. TO BE SOLD AS IS.

SUBJECT to conditions, restrictions, easements, charges and agreements of record.

TERMS OF SALE: Cash. A deposit in cash or a certified check of $2,500.00 at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Queen Anne's County, interest to be paid on the unpaid purchase money from the date of sale to dete of settlement.

Taxes and all other public charges and essessments payable on en annual basis including sanitary and/or Metropolitan District charges, if eny, to be adjusted for the current year to date of sale end assumed thereafter by the purcheser. Cost of all documentary stamps end transfer taxes and any other cherges 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 et the risk and cost of the defaulting purchaser.

Directions - From Route 50 north on Route 18 (Love Point Road) to Larch Place, right to property.

WILLIAM M. LEVY, Attorney Named in Mortgage
(301) 727-3445
ALEX COOPER AUCTIONEERS, INC.
(301) 752-4868

RO-11-11-4t-020

Centreville, Md. 1-14 19 82

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 4th day of January 19 82. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 16th day of December 19 81, and the last insertion on the 30th day of December 19 81.

Publishers, Record Observer

Per Margie Freeman

ORDER NISI ON SALE
WILLIAM M. LEVY,
Attorney Named in Mortgage
vs.
SHOREBUILT, INC., et al
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 7009

ORDERED, this 11th day of December, 1981, that the sale of the real property, made and reported in this cause by William M. Levy, Attorney Named in Mortgage, be ratified and confirmed, on or after the 11th day of January, 1982, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 4th day of January, 1982.

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

Marguerite W. Menkin, Clerk
True Copy, Test:
Marguerite W. Mankin, Clerk
BY: Anne F. Ward, Deputy Clerk
Filed December 11, 1981.

RO-12-16-3t-024

WILLIAM M. LEVY	:	IN THE
Attorney Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
SHOREBUILT, INC.	:	QUEEN ANNE'S COUNTY
	:	(IN EQUITY)
	:	CASE No. 7009

: :

ORDER

ORDERED, this 11th day of February, 1982 that the sale made and reported by William M. Levy, Attorney Named in Mortgage, in the above cause, be and it 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 preceding Order Nisi.

RECEIVED
CLERK, CIRCUIT COURT
1982 FEB 18 AM 11:28
QUEEN ANNE'S COUNTY

Clayton C. Carter
Judge

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

LIBER 14 PAGE 240

The Second Judicial Circuit of Maryland

CAROLINE COUNTY
CECIL COUNTY
KENT COUNTY
QUEEN ANNE'S COUNTY
TALBOT COUNTY

23 February 1982

William M. Levy, Esquire
1507 Fidelity Building
Baltimore, Maryland 21201

Re: Levy v. Shorebilt
Chancery #7009 - #7010

Dear Mr. Levy:

Your letter of February 22nd and its enclosures were received this morning.

As it does not appear that the properties have been transferred to the purchaser, the Audit cannot be stated. If you will let me know when the Deed(s) is/are recorded, we should be able to proceed promptly.

In the meantime, enclosed are the receipts for the check which you sent for the Clerk.

Very truly yours,

John W. Sause, Jr.
Auditor

JWSJR:ms

Enclosures

cc: Files

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

WILLIAM M. LEVY	:	
Attorney	:	
v.	:	Chancery #7009
SHOREBUILT, INC.	:	

: : : : :

ACCOUNT OF AUDITOR

PROCEEDS OF FORECLOSURE SALE				
Sale Price		$ 15,000.00		
Interest on $15,000.00 at 6% 12/3/81 to 2/16/82		182.50		
1981/82 real property taxes		22.34		
1982 Cloverfields recreation fee		1.50		
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION				$ 15,206.34
COMMISSIONS payable to Attorney		$ 900.00		
ATTORNEY FEE, per Mortgage		449.00		
EXPENSES OF SALE				
Court costs	$ 141.50			
Advertising				
Notices of sale	337.16			
Report of sale	53.25			
Bond premium	80.00			
Auctioneer fee (maximum)	37.50			
Certified mail	6.65			
1981/82 real property taxes	38.86			
1982 Cloverfields fee	20.00			
Notary fees	2.00	716.92		
AUDITOR'S FEE & COSTS				
Fee for Audit	$ 45.00			
Postage & xerox	1.19	46.19		2,112.11-
AVAILABLE FOR DISTRIBUTION				$ 13,094.23
INDEBTEDNESS UNDER MORTGAGE				
Principal, per Statement of Debt		$ 26,250.00		
Interest to 10/31/81, per Statement		1,502.83		
Late charges		32.55		
Fire insurance		243.00		
Unused portion at $ 0.666 02/16/82 - 09/15/82		140.53-		
Inspection fees		170.00		
Interest 11/1/81 to 2/3/82 at prime +2%, as computed by Attorney		1,269.42		$ 29,327.27
TOTAL AVAILABLE FOR DISTRIBUTION, as above				13,094.23-
D E F I C I T				$ 16,233.04-

NOTICE

The attached Account was filed on the 25th day of February, 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 #7009. 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 25th day of February, 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:

William M. Levy, Esquire
1507 Fidelity Building
Baltimore, Maryland 21201

Shorebuilt, Inc.
Route 3 Box 438
Stevensville, Maryland 21666

C. Daniel Saunders, Esquire
Post Office Box 158
Chestertown, Maryland 21620

John W. Sause, Jr.
Auditor

WILLIAM M. LEVY, Attorney	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 7009
SHOREBUILT, INC.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 25th day of February, 1982, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 15th day of March, 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 February 25, 1982

LIBER 14 PAGE 244

	*	IN THE CIRCUIT COURT
WILLIAM M. LEVY, Attorney	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 7009
	*	
SHOREBUILT, INC.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 15th day of March, 19 82, by the Court that the account of the Auditor is finally ratified and confirmed, and William M. Levy, 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 March 15, 1982

WILLIAM M. LEVY,	:	IN THE
Attorney Named in Mortgage	:	CIRCUIT COURT
PLAINTIFF	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
SHOREBUILT, INC.,	:	(IN EQUITY)
a body corporate of the	:	#7010
State of Maryland	:	NOV -2-81 * 28060 *****60.00 NOV -2-81 A 928060 *****60.00
DEFENDANT	:	

: :

Mr. Clerk:

Please docket suit in the above captioned case and file as Plaintiff's Exhibit A the attached Mortgage, default in the covenants and conditions having occurred therein.

William M. Levy
Attorney Named in Mortgage

Levy and Ditto

Levy and Ditto, Attorneys
Attorneys for Plaintiff
1507 Fidelity Building
Baltimore, Maryland 21201

(301) 727/3445

CLERK'S OFFICE
1981 NOV -2 AM 9:52
QUEEN ANNE'S COUNTY

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

LIBER 14 PAGE 245

DOCUMENT NO. 102,580 LIBER 165 PAGE 418 LIBER 14 PAGE 246.

D. R City/County

FINANCING STATEMENT RECORDED

THIS MORTGAGE,

Made this 23rd day of June, in the year one thousand, nine hundred and eighty between

SHOREBUILT, INC., a body corporate

of the State of Maryland, MORTGAGOR, whose address is Route #3, Box 438, Stevensville, Maryland 21666 and ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION a body corporate, of the State of Maryland, MORTGAGEE, whose address is 7699 Harford Road, Baltimore, Maryland 21234.

WHEREAS, the said MORTGAGOR being a member of the said body corporate, has received therefrom an advance of FORTY-FOUR THOUSAND ONE HUNDRED DOLLARS ($44,100.00) used as part of the purchase money for the property hereinafter described.

WHEREAS, said Mortgagor being so justly indebted unto said Mortgagee for said advance, the said Mortgagor does hereby covenant to repay the same unto the Mortgagee or its assigns, together with interest thereon accounting from the date hereof until fully paid; interest shall be charged at a rate equal to the prime rate of interest charged by the Maryland National Bank as the same exists on the date hereof, and as the same hereafter exists on the first day of each succeeding month hereinafter during the term hereof, computed on a daily basis plus 2 % per annum; provided, however, that the rate of interest charged herein shall never be less then 9½ % per annum. Said interest shall be payable in monthly installments commencing on the 1st day of July, 1980 ; the principal sum due hereunder together with interest computed as hereinbefore set forth, if not sooner paid, shall be fully due and payable twelve (12) months from the date hereof.

WHEREAS, it was a condition precedent to said advance that the repayment thereof, together with the interest aforesaid, and the performance of the covenants and conditions hereinafter mentioned should be secured by the execution of this Mortgage.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said MORTGAGOR does grant unto said Mortgagee, its successors and assigns, all that 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, "Revised Plat 6, Addition to Cloverfields", by Purdum and Jeschke, registered surveyors and engineers, dated the 31st day of August, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 50, folio 304, said lot being known and designated thereon as Lot 24, Block AA, of Cloverfields.

BEING the same lot of ground described in a Deed bearing even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto from James D. Manning and Mary Ellen Manning, his wife, to the said Shorebuilt, Inc.

SUBJECT to the covenants, conditions and restrictions contained in a Deed from Guaranteed Realty Corporation to Helen B. Ryan dated March 23, 1959 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 50, folio 520.

THE SAID MORTGAGOR hereby covenants and agrees with the said Mortgagee, its successors and assigns, to pay and perform as herein set forth and in addition thereto to pay when legally due and payable all taxes, water rent, ground rent (if any), mortgage guarantee and hazard insurance premiums, public dues and assessments of every kind whatsoever, including metropolitan district charges, for which the property hereby mortgaged may become liable and to exhibit to the Mortgagee receipts for such payment prior to the date they would become delinquent, overdue or in arrears; failure to pay any of the aforementioned charges when legally due shall constitute a default hereunder and at the option of the Mortgagee, its successors and assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may without notice to the Mortgagor institute proceedings to foreclose this mortgage. Notwithstanding anything to the contrary, Mortgagee, its successors and assigns, in the event the Mortgagor fails to pay any of the aforementioned charges when legally due, may at its option pay the same and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of interest hereinabove specified from the date of said payment and the said Mortgagee, its successors and assigns, shall have a lien hereunder on said premises for the amount so paid together with said interest thereon, so that the same shall become additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for foreclosure of the same.

Admiral-Builders Savings and Loan Association, the Secured Party, signs this instrument to comply with the Uniform Commercial Code, Article 95-B of the Annotated Code of Maryland.

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

BY: _____

WILLIAM M. LEVY

THIS loan may be prepaid in whole or in part, at any time, without penalty.

AT the Mortgagee's option, Mortgagor will pay a late charge not to exceed the greater of Two Dollars ($2.00) or five per cent (5%) of the total amount of any delinquent or late periodic installment of principal and interest which is received by the Mortgagee more than fifteen (15) days after the due date thereof to cover the extra expense of handling delinquent payments.

THIS mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are now or hereafter located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks, centrally controlled air conditioning equipment and/or individual units of a permanent nature; built-in club room with its appurtenances; built-in radio and television antenna; all lighting fixtures; built-in mantels; screens for windows and doors, storm-windows and doors; window shades and floor coverings affixed to the floor. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

TOGETHER, with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining, and all rents and profits issuing therefrom, which rents and profits said MORTGAGOR hereby assigns to said MORTGAGEE, its successors and assigns, as additional security for the performance of the covenants hereinafter contained; and upon default in any of said covenants, said MORTGAGEE, its successors and assigns, is hereby authorized to collect said rents and profits, and/or to rent said premises for the account of said MORTGAGOR, and to credit said rents and profits so collected, after deducting all costs of collection, administration and repairs necessary to the maintenance of said premises in a tenantable condition, to the account of said MORTGAGOR.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said MORTGAGEE its successors and assigns forever, in fee simple.

IF HOWEVER the said MORTGAGOR shall make the payments and perform the covenants herein on his part contained, then this mortgage shall be void.

AND THE SAID MORTGAGOR [illegible]

SAID MORTGAGOR also covenants and agrees:—(a) to keep the improvements on said property in good repair; (b) to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the MORTGAGEE, or its assigns, in such company or companies approved by, and in amounts required by the MORTGAGEE, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of said MORTGAGEE, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the MORTGAGEE, its successors and assigns; (c) that it shall be deemed a default under this mortgage if the MORTGAGOR shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the MORTGAGEE; (d) that the MORTGAGOR specially warrants the property herein mortgaged and the MORTGAGOR will execute such further assurances thereof as may be requisite.

AND IT IS AGREED that until default be made herein, the said MORTGAGOR or his assigns may retain possession of the hereby mortgaged property.

AND in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the MORTGAGEE, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and the said MORTGAGOR hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said MORTGAGOR hereby also authorizes and directs the said MORTGAGEE, its successors and assigns, or KARL M. LEVY, ROBERT J. NEUBAUER or WILLIAM M. LEVY its duly authorized Attorney or Agent, after any default in any of the payments, covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to decree or under the above power of sale, shall be under the provisions of Article 21 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto, including Maryland Rules of Procedure and any and all local rules of procedure applicable thereto; and it is agreed that upon this institution of foreclosure proceedings, after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the MORTGAGEE before sale, the said MORTGAGOR shall, in addition to such other sum or sums with which he shall be chargeable, be also chargeable with a counsel fee of Seventy-five Dollars ($75.00) to the attorney or solicitor instituting such proceedings; and the said MORTGAGOR, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under order or decree of the Circuit Court (in Equity) for the County or City in which said foreclosure proceedings are instituted, which said expenses, costs and commissions the said MORTGAGOR for himself, his heirs, personal representatives and assigns does hereby covenant and agree to pay; and the said MORTGAGEE, its successors and assigns, or KARL M. LEVY, ROBERT J. NEUBAUER or WILLIAM M. LEVY its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission, and it is further agreed that upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of $441.00 Dollars for conducting the proceedings, if without contest, but if legal service be rendered to the MORTGAGEE or its assigns, or to the trustee or party selling under the power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the MORTGAGEE, its successors or assigns, hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said MORTGAGOR, his heirs, personal representatives or assigns.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders; whenever there shall be two or more MORTGAGORS hereunder all obligations of said MORTGAGORS shall be joint and several.

For further encumber

THE MORTGAGOR hereby certifies that prior to the execution of this Mortgage he has received a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland and Title I of the Consumer Credit Protection Act.

WITNESS the corporate seal of SHOREBUILT, INC., a body corporate, and the signature of _____ President thereof.

TEST:

SHOREBUILT, INC. (SEAL)

BY: John A. Lang Jr. President (SEAL)

William M. Levy
WILLIAM M. LEVY

(SEAL)

(SEAL)

State of Maryland, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 23rd day of June, one thousand, nine hundred and eighty, before me, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared John A. Lang, Jr. President of SHOREBUILT, INC., a body corporate,

the MORTGAGOR(S) named in the foregoing mortgage, and he acknowledged the aforegoing mortgage to be the act of said body corporate.

At the same time also appeared WALTER R. KLOHR, JR. President of the Mortgagee named in the aforegoing mortgage, and made oath in due form of law that the consideration set forth in said mortgage is true and bona-fide as therein set forth, that to the extent that the proceeds of said loan, or any part thereof, represent the purchase money for the property described in this mortgage, the amount of said loan representing said purchase money was paid over and disbursed to either the Mortgagor or the person responsible for the disbursement of funds in the closing transaction, or their respective agents at a time no later than the final and complete execution* of this mortgage, and that he is the agent of said body corporate and duly authorized to make this oath.

*and delivery by the Borrower

AS WITNESS my hand and Notarial Seal.

William M. Levy
WILLIAM M. LEVY

WILLIAM M. LEVY Notary Public
NOTARY PUBLIC
BALTIMORE COUNTY

FILED
CLERK'S OFFICE
1980 JUN 26 PM 12 32
QUEEN ANNE'S COUNTY

JUN 26-80 * 22483 ****132.80
JUN 26-80 A # 22483 ****118.80
JUN 26-80 A # 22482 *****14.00

IN THE CIRCUIT COURT
OF
QUEEN ANNE'S COUNTY
(IN EQUITY)

- - - - - - - - - - - -

WILLIAM M. LEVY,
Attorney Named in Mortgage,
PLAINTIFF

VS.

SHOREBUILT, INC., a body corporate of the State of Maryland
DEFENDANT

- - - - - - - - - - - -

PLAINTIFF'S EXHIBIT A

- - - - - - - - - - - -

Mr. Clerk:

Please file, etc.

William M. Levy
William M. Levy

LIBER 165 PAGE 421 LIBER 14 PAGE 249

LIBER 14 PAGE 250

WILLIAM M. LEVY, Attorney Named in Mortgage PLAINTIFF *vs.* SHOREBUILT, INC., a body corporate of the State of Maryland DEFENDANT	IN THE **CIRCUIT COURT** — OF — QUEEN ANNE'S COUNTY (IN EQUITY) 7010

STATEMENT OF MORTGAGE DEBT

Original amount of Mortgage	$ 44,100.00
Amount Held by Trustees	12,450.00
	$ 31,650.00
Interest through October 31, 1981	3,265.98
Late Charges	121.50
Progress Inspection Fees on Construction	170.00
	$ 35,207.48

President of Admiral-Builders Savings
and Loan Association

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 29th day of October in the year nineteen hundred and eighty-one, before me, a Notary Public of the State of Maryland, in and for County of Baltimore, personally appeared WALTER R. KLOHR, JR., President of ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION,

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

WILLIAM M. LEVY
NOTARY PUBLIC
BALTIMORE COUNTY

Notary Public.

IN THE MATTER OF THE * IN THE CIRCUIT COURT FOR
MORTGAGED REAL ESTATE OF * QUEEN ANNE'S COUNTY, MARYLAND
SHOREBUILT, INC. * EQUITY NO. 7010

PETITION OF JUDGMENT CREDITOR FOR SURPLUS PROCEEDS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Chestertown Brick Co., by C. Daniel Saunders, its attorney, respectfully represents:

1. Your Petition holds a summary judgment against Shorebuilt, Inc., which was given by the District Court of Maryland for Queen Anne's County on the 5th day of August, 1981 in case no. 3-4-81-CV-440, in the amount of Two thousand fifty one dollars and eighty cents($2051.80) and costs of suit amounting to fifteen dollars ($15.00). (See Exhibit A attached)

2. The above referred to judgment was recorded in the District Court for Queen Anne's County on August 18, 1981 Recorded Index No. 1 Folio 551 and a Notice of Lien of such judgment filed with the Clerk of the Circuit Court for Queen Anne's County.

3. The above referred to judgment has not been paid.

4. Your Petitioner verily believes that after the sale of the property to be had in this proceeding, there will be excess proceeds due and owing Shorebuilt, Inc., and respectfully requests that the same be accounted for and paid to your Petitioner to satisfy the above cited judgment, the same to be done in your Petitioner's proper order and as its interest appears.

FILED
NOV 12 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

C. Daniel Saunders
Attorney for Chestertown Brick
P.O. Box 158
Chestertown, Maryland 21620
778-4510

DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 158
CHESTERTOWN, MD. 21620

AFFADAVIT

I HEREBY DECLARE and affirm under the penalties of perjury that the matters and facts set forth in the aforegoing Petition for Surplus Proceeds are true and correct.

C. Daniel Saunders

I HEREBY CERITFY, that on this 12 day of November, 1981, a copy of the aforegoing Petition for Surplus Proceeds was mailed to William M. Levy, Assignee, 1507 Fidelity Building, Baltimore, Maryland 21201; and to Shorebuilt, Inc., Rt. 3 Box 438, Stevensville,Maryland 21666, and Carl E. Tuerk, Jr., Esquire, 1 North Charles Street, Baltimore, Maryland.

C. Daniel Saunders

C. DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 158
CHESTERTOWN, MD. 21620

IN THE MATTER OF THE MORTGATED REAL ESTATE OF SHOREBUILT, INC.

* IN THE CIRCUIT COURT FOR
* QUEEN ANNE'S COUNTY, MARYLAND
* EQUITY NO. 7010

ORDER

THE PETITION for Surplus Proceeds, heretofore filed by Chestertown Brick Co., Inc. having been read and considered by the court,

IT IS THEREUPON ORDERED this 11th date of February, 1981, that the relief requested in said Petition be and is hereby granted and that the Auditor take proper steps to see that any surplus proceeds from the sale which may be decreed in this case, if any, which would be due Shorebuilt, Inc. be paid to Chestertown Brick Co., Inc., in the District Court For Queen Anne's County, Maryland Case No.3-4-81-CV-440, in the amount of $2051.80, plus costs and interest from date of judgment.

AND IT IS FURTHER ORDERED that the Clerk cause a true copy of this order to be mailed to Shorebuilt, Inc.

FILED
FEB 16 1982
CIRCUIT COURT
QUEEN ANNE'S CO.

JUDGE

DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 188
CHESTERTOWN, MD. 21620

DISTRICT COURT OF MARYLAND FOR

CV

CASE NO: —S10V440

FILING DATE

PARTIES

stertown Brick Co., Inc.
mec Road
stertown, Maryland 21620

ATTORNEYS

s): | Return

rebuilt, Inc.
3 Box 438
vensville, Maryland 21666
on: John Lang, Jr.
Resident Agent | 6/24/81

ATTORNEYS

f - Name & Address

Daniel Saunders, Esq.
. Box 158
stertown, Maryland21620

Address
Name
Address
Name

JUDGMENT

SUMMARY ✓
DEFAULT
CONSENT
CONFESSION
NISI

Condemnation

in favor of Plaintiff

for

$2051.80 DAMAGES and COSTS $15.00

with interest from date plus $

Attorney's Fees against Defendant

8/5/81 — Date — 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

CONTINUANCES:

DATE	PLTF.	DEF.	PAR. TIES	MO. RULE	ADD. DEF.	MOT. CONCLUD.	MO. PTS.	APPROVED	PARTIES NOTIFIED	BY

AUG 10 1981

DATE SATISFACTION FILED

DATE	Description of Papers	COSTS
[illegible]	INITIAL FILING Attorney's fee for filing suit [illegible]	3.15
[illegible]	[illegible]	
[illegible]	S/A [illegible] Complaint to Def. [illegible]	
8/5/81	Motion + default + judgment for Condemnation filed to date - no appearance [illegible] by anyone - S/J [illegible]	

" 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 Aug 4 1981

DISTRICT COURT OF MARYLAND FOR QUEEN ANNE'S COUNTY

LIBER 14 PAGE 254

WILLIAM M. LEVY,	:	IN THE
Attorney Named in Mortgage	:	CIRCUIT COURT
PLAINTIFF	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
SHOREBUILT, INC., a body	:	(IN EQUITY)
corporate of the State	:	CASE # 7010
of Maryland	:	
DEFENDANT	:	

: :

AFFIDAVIT OF NOTIFICATION OF SALE AND TERMS THEREOF

I, William M. Levy, do hereby make oath that pursuant to Rule W 74 of the Maryland Rules of Procedure I mailed on November 16, 1981 by certified mail, return receipt requested, to John Lang, Shorebuilt, Inc., Route 3 Box 438, Stevensville, Maryland 21666, Mortgagor; to Ward Component Systems, Inc., Cordova Road, Easton, Maryland 21601, Subordinate Mortgagee; and to Chestertown Brick Co., Inc., Chestertown, Maryland 21620, Subordinate Judgment Creditor, notice of the time, place and terms of the pending sale of the property, the subject of these proceedings, a copy of said letters being filed herewith as a part hereof.

William M. Levy,
Attorney Named in Mortgage

Sworn to before me, a Notary Public of the State of Maryland this 19th day of November 1981.

JOHN H. DITTO, JR., Notary Public

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

Case No. 7010

LIBER 14 PAGE 256

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

County # 7010

Bond No. 951 62 02

KNOW ALL MEN BY THESE PRESENTS:

That we, William M. Levy
1507 Fidelity Building
Baltimore, Md., 21201 as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-thousand 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 23rd day of November in the year of our Lord eighty-one

Whereas, the above bounden William M. Levy

by virtue of the power contained in a mortgage from Shorebuilt, Inc.,

to Admiral-Builders Savings and Loan Association

bearing date the 23rd day of June, 1980 and recorded among the mortgage records of Queen Anne County in Liber ..... No ..... Folio ..... and William M. Levy

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William M. Levy

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 William M. Levy

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:

William M. Levy (SEAL)

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Aleta J. Burns As to Surety By Clinton A. Killam, Jr. Attorney-in-Fact

J3228(MD)—250, 2-81 213752
Formerly MD3228a
Mortgagee's or Attorney's Bond

Surety Approved

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 184, a Bond Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 27th day of November, 1981.

Marguerite W. Mankin

Clerk of the Circuit Court for Queen Anne's County

WILLIAM M. LEVY,	:	IN THE
Attorney Named in Mortgage	:	CIRCUIT COURT
VS.	:	FOR
SHOREBUILT, INC.	:	QUEEN ANNE'S COUNTY
	:	(IN EQUITY)
	:	CASE No. 7010

: :

REPORT OF SALE

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

The Report of Sale of William M. Levy, Attorney Named in The Mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of the trust reposed in him, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Queen Anne's Record-Observer, a weekly newspaper published in Queen Anne's County, for more than three (3) successive weeks preceding the day of sale and by additional advertisement inserted in the Baltimore Sunday Sunpaper, the said William M. Levy, Attorney Named in The Mortgage, did pursuant to said notice on Thursday, the 3rd day of December, 1981, at 1:45 o'clock p.m. attend on the premises and then and there sold the property, the same being fully described in a copy of the advertisement in the Queen Anne's Record-Observer, attached hereto, unto Admiral-Builders Savings and Loan Association at and for the sum of $22,000.00 (cash upon ratification of the sale) which was then and there the highest bidder therefore.

FILED
DEC 11 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

Respectfully submitted,

William M. Levy,
Attorney Named in The Mortgage

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 8th day of December, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared WILLIAM M. LEVY, Attorney Named in Mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Bettie L. Breeden

BETTIE L. BREEDEN Notary Public

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

LIBER 14 PAGE 260

Levy & Ditto, Solicitors
1507 Fidelity Building
Baltimore, Maryland 21201

ATTORNEY'S SALE

Of

Split Foyer Dwelling
Located On The South Side Of
Larch Place East of Love Point Road
"Cloverfields" Stevensville, Maryland

Under and by virtue of the power and authority contained in a Mortgage from Shorebuilt, Inc., to Admiral-Builders Savings and Loan Association dated June 23, 1980 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. 165, folio 418, default having occurred thereunder, the undersigned attorney will sell at public auction ON THE PREMISES ON

Thurs., Dec. 3, 1981

at 1:45 p.m.

All that fee simple lot of ground and the improvements thereon situate on Kent Island in the Fourth Election District of Queen Anne's County and being described as follows:

BEING known and designated as Lot No. 24 Block AA as shown on a Plat entitled "Revised Plat 6, Addition to Cloverfields", which Plat is recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 50, folio 304.

IMPROVED by a split foyer dwelling completed through the "drywall stage". The lot and improvements are to be serviced by a well and septic system. TO BE SOLD AS IS.

SUBJECT to conditions, restrictions, easements, charges and agreements of record.

TERMS OF SALE: Cash. A deposit in cash or a certified check of $2,500.00 at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Queen Anne's County, interest to be paid on the unpaid purchase money from the date of sale to date of settlement.

Taxes and all other public charges and assessments payable on an annual basis including sanitary and/or Metropolitan District charges, if any, to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes and any other charges incident to the recording of the deed to the purchaser shall be borne by the purchaser.

Terms of sale to be complied with within 5 days after final ratification thereof by the Circuit Court for Queen Anne's County, otherwise property may be resold at the risk and cost of the defaulting purchaser.

Directions - From Route 50 north on Route 18 (Love Point Road) to Larch Place, right to property.

WILLIAM M. LEVY, Attorney Named in Mortgage
(301) 727-3445
ALEX COOPER AUCTIONEERS, INC.
(301) 752-4868

RO-11-11-4t-021

JOSEPH A. COOPER
President
Residence: 484-4987

Equity No. 7010

STATE OF MARYLAND, CITY OF BALTIMORE Set:

I HEREBY CERTIFY, that on this 3rd Day of December, 19 81, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City,~~ Baltimore County personally appeared

Walter R. Klohr, President for Admiral-Builders S+L Assn.

purchaser/s at the foreclosure sale in this cause, and made oath in due form of law that he/they—is/are the purchaser/s and purchased same as principal and not as an agent for anyone, or ~~he/they purchased same as agent and his/their principal is~~ ——, and that he/they has/have not directly or indirectly discouraged anyone from bidding for the said Lot No. 24, Situate on South Side of Larch Place, East of Love Point Road mentioned in the said Report of Sale.

ADMIRAL-BUILDERS S+L ASSN.
Purchaser

Walter R. Klohr PRESIDENT
Purchaser

(SEAL) Joseph A. Cooper
Notary Public

JOSEPH A. COOPER NOTARY PUBLIC BALTIMORE COUNTY, MD.

FILED
DEC 11 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

LIBER 14 PAGE 262

ORDER NISI ON SALE

WILLIAM M. LEVY, Attorney Named in Mortgage vs. SHOREBUILT, INC., et al	In the Circuit Court for Queen Anne's County In Equity Cause No. 7010

ORDERED, this 11th day of December, 1981, that the sale of the real property, made and reported in this cause by William M. Levy, Attorney Named in Mortgage, be ratified and confirmed, on or after the 11th day of January, 1982, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 4th day of January, 1982.

The report states the amount of sales to be $ 22,000.00.

Marguerite W. Mankin Clerk

Filed December 11, 1981

#7010

Centreville, Md. 12-10 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 4 successive weeks before the 3rd day of December 1981. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 11th day of November 1981, and the last insertion on the 2nd day of December 1981.

Publishers, Record Observer

Per Margie Freeman

CLERK, CIRCUIT COURT

1981 DEC 21 AM 9:53

QUEEN ANNE'S COUNTY

Levy & Ditto, Solicitors
1507 Fidelity Building
Baltimore, Maryland 21201

ATTORNEY'S SALE

Of

Split Foyer Dwelling
Located On The South Side Of
Larch Place East of Love Point Road
"Cloverfields" Stevensville, Maryland

Under and by virtue of the power and authority contained in a Mortgage from Shorebuilt, Inc., to Admiral-Builders Savings and Loan Association dated June 23, 1980 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. 165, folio 418, default having occurred thereunder, the undersigned attorney will sell at public auction ON THE PREMISES ON

Thurs., Dec. 3, 1981
at 1:45 p.m.

All that fee simple lot of ground and the improvements thereon situate on Kent Island in the Fourth Election District of Queen Anne's County and being described as follows:

BEING known and designated as Lot No. 24 Block AA as shown on a Plat entitled "Revised Plat 6, Addition to Cloverfields", which Plat is recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 50, folio 304.

IMPROVED by a split foyer dwelling completed through the "drywall stage". The lot and improvements are to be serviced by a well and septic system. TO BE SOLD AS IS.

SUBJECT to conditions, restrictions, easements, charges and agreements of record.

TERMS OF SALE: Cash. A deposit in cash or a certified check of $2,500.00 at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Queen Anne's County, interest to be paid on the unpaid purchase money from the date of sale to date of settlement.

Taxes and all other public charges and assessments payable on an annual basis including sanitary and/or Metropolitan District charges, if any, to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes and any other charges incident to the recording of the deed to the purchaser shall be borne by the purchaser.

Terms of sale to be complied with within 5 days after final ratification thereof by the Circuit Court for Queen Anne's County, otherwise property may be resold at the risk and cost of the defaulting purchaser.

Directions - From Route 50 north on Route 18 (Love Point Road) to Larch Place, right to property.

WILLIAM M. LEVY, Attorney Named in Mortgage
(301) 727-3445
ALEX COOPER AUCTIONEERS, INC.
(301) 752-4868

RO-11-11-4t-021

LIBER 14 PAGE 264

Centreville, Md. 1-14 19 82

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 4th day of January 19 82 And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 16th day of December 19 81, and the last insertion on the 30th day of December 19 81.

Publishers, Record Observer

Per Margie Simmons

ORDER NISI ON SALE
WILLIAM M. LEVY,
Attorney Named in Mortgage
vs.
SHOREBUILT, INC., et al
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 7010

ORDERED, this 11th day of December, 1981, that the sale of the real property, made and reported in this cause by William M. Levy, Attorney Named in Mortgage, be ratified and confirmed, on or after the 11th day of January, 1982, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 4th day of January, 1982.

The report states the amount of sales to be $22,000.00.

Marguerite W. Mankin, Clerk
True Copy, Test:
Marguerite W. Mankin, Clerk
BY: Anne F. Ward, Deputy Clerk
Filed December 11, 1981.

RO-12-16-3t-022

WILLIAM M. LEVY	:	IN THE
Attorney Named in Mortgage	:	CIRCUIT COURT
vs.	:	FOR
SHOREBUILT, INC.	:	QUEEN ANNE'S COUNTY
	:	(IN EQUITY)
	:	CASE No. 7010

: :

ORDER

ORDERED, this 11th day of February, 1982 that the sale made and reported by William M. Levy, Attorney Named in Mortgage, in the above cause, be and it 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 preceding Order Nisi.

RECEIVED
CLERK CIRCUIT COURT
1982 FEB 16 AM 11: 28
QUEEN ANNE'S COUNTY

Clayton C. Carter
Judge

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

LIBER 14 PAGE 266

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

23 February 1982

William M. Levy, Esquire
1507 Fidelity Building
Baltimore, Maryland 21201

Re: Levy v. Shorebilt
Chancery #7009 - #7010

Dear Mr. Levy:

Your letter of February 22nd and its enclosures were received this morning.

As it does not appear that the properties have been transferred to the purchaser, the Audit cannot be stated. If you will let me know when the Deed(s) is/are recorded, we should be able to proceed promptly.

In the meantime, enclosed are the receipts for the check which you sent for the Clerk.

Very truly yours,

John W. Sause, Jr.
Auditor

JWSJR:ms

Enclosures

cc: Files

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

WILLIAM M. LEVY	:	
Attorney	:	
v.	:	Chancery #7010
SHOREBUILT, INC.	:	

: : : : :

ACCOUNT OF AUDITOR

PROCEEDS OF FORECLOSURE SALE				
Sale Price		$ 22,000.00		
Interest on $22,000.00 at 6% 12/3/81 to 2/16/82		267.67		
1981/82 real property taxes		17.25		
1982 Cloverfields recreation fee		1.50		
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION				$ 22,286.42
COMMISSIONS payable to Attorney		$ 1,250.00		
ATTORNEY FEE, per Mortgage		441.00		
EXPENSES OF SALE				
Court costs	$ 141.50			
Advertising				
Notices of sale	330.71			
Report of sale	53.25			
Bond premium	80.00			
Auctioneer fee (maximum)	55.00			
Certified mail	6.65			
1981/82 real property taxes	30.01			
1980/81 real property taxes, including redemption from tax sale	185.76			
1982 Cloverfields fee	20.00			
Notary fees	2.00	904.88		
AUDITOR'S FEE & COSTS				
Fee for Audit	$ 45.00			
Postage & xerox	1.19	46.19		2,642.07-
AVAILABLE FOR DISTRIBUTION				$ 19,644.35
INDEBTEDNESS UNDER MORTGAGE				
Principal, per Statement of Debt		$ 31,650.00		
Interest to 10/31/81, per Statement		3,265.98		
Late charges		121.50		
Inspection fees		170.00		
Interest 11/1/81 to 2/3/82 at prime +2%, as computed by Attorney		1,530.42		$ 36,737.90
TOTAL AVAILABLE FOR DISTRIBUTION, as above				19,644.35-
D E F I C I T				$ 17,093.55-

NOTICE

The attached Account was filed on the 25th day of February, 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 #7010. 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 25th day of February, 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:

William M. Levy, Esquire
1507 Fidelity Building
Baltimore, Maryland 21201

Shorebuilt, Inc.
Route 3 Box 438
Stevensville, Maryland 21666

C. Daniel Saunders, Esquire
Attorney for Chestertown Brick Co.
Post Office Box 158
Chestertown, Maryland 21620

John W. Sause, Jr.
Auditor

WILLIAM M. LEVY, Attorney	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 7010
SHOREBUILT, INC.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 25th day of February, 1982, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 15th day of March, 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 February 25, 1982

WILLIAM M. LEVY, Attorney	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 7010
	*	
SHOREBUILT, INC.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 15th day of March, 19 82, by the Court that the account of the Auditor is finally ratified and confirmed, and William M. Levy, 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.

Margaret H. Mankin Clerk

Filed March 15, 1982

WILLIAM M. LEVY,	:	IN THE
Attorney Named in Mortgage	:	CIRCUIT COURT
PLAINTIFF	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
SHOREBUILT, INC.,	:	(IN EQUITY)
a body corporate of the	:	#7008
State of Maryland, and	:	
JOHN LANG	:	
DEFENDANTS	:	NOV -2-81 * 28058 ****60.00 NOV -2-81 A 528058 ****60.00

: :

Mr. Clerk:

Please docket suit in the above captioned case and file as Plaintiff's Exhibit A the attached Mortgage, default in the covenants and conditions having occurred therein.

William M. Levy
Attorney Named in Mortgage

Levy and Ditto, Attorneys
Attorneys for Plaintiff
1507 Fidelity Building
Baltimore, Maryland 21201
(301) 727/3445

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV -2 AM 9:51
QUEEN ANNE'S COUNTY

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

DOCUMENT NO: 103,918

D. R. City/County

LIBER 169 PAGE 580

LIBER 14 PAGE 272

FINANCING STATEMENT RECORDED

THIS MORTGAGE, Made this 14th day of November in the year one thousand, nine hundred and eighty between

SHOREBUILT, INC., a body corporate of the State of Maryland, and

JOHN LANG

of Queen Anne's County, in the State of Maryland, MORTGAGOR, whose address is Route #3, Box 438, Stevensville, Maryland 21666 and ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION a body corporate, of the State of Maryland, MORTGAGEE, whose address is 7699 Harford Road, Baltimore, Maryland 21234.

WHEREAS, the said MORTGAGOR being a member of the said body corporate, has received therefrom an advance of FORTY-NINE THOUSAND TWO HUNDRED DOLLARS ($49,200.00) used as part of the purchase money for the property hereinafter described.

WHEREAS, said Mortgagor being so justly indebted unto said Mortgagee for said advance, the said Mortgagor does hereby covenant to repay the same unto the Mortgagee or its assigns, together with interest thereon accounting from the date hereof until fully paid; interest shall be charged at a rate equal to the prime rate of interest charged by the Maryland National Bank as the same exists on the date hereof, and as the same hereafter exists on the first day of each succeeding month hereinafter during the term hereof, computed on a daily basis plus 2 % per annum; provided, however, that the rate of interest charged herein shall never be less then 9½ % per annum. Said interest shall be payable in monthly installments commencing on the 1st day of December 1980; the principal sum due hereunder together with interest computed as hereinbefore set forth, if not sooner paid, shall be fully due and payable twelve (12) months from the date hereof.

WHEREAS, it was a condition precedent to said advance that the repayment thereof, together with the interest aforesaid, and the performance of the covenants and conditions hereinafter mentioned should be secured by the execution of this Mortgage.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said MORTGAGOR does grant unto said Mortgagee, its successors and assigns, all that ~~(the)~~ ~~parcel(s) of ground hereinafter~~ 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 "Revised Plat 6, Addition to Cloverfields", by Purdum and Jeschke, registered surveyors and engineers, dated August 31, 1959 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 50, folio 304, said lot being known and designated thereon as Lot No. 4 Block GG of Cloverfields.

BEING the same lot of ground described in a Deed bearing even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto from Joseph Bernard Stephens and Eva Elizabeth Stephens to the said Shorebuilt, Inc.

THE said John Lang joins in the execution of this Mortgage, as Mortgagor, for the purpose of making himself personally liable for the payments herein provided to be made and the performance of the covenants herein provided to be performed.

IT IS FURTHER UNDERSTOOD and agreed between the Mortgagor and the Mortgagee that this mortgage loan is a commercial loan as defined under Title 12 Section 12-101 of the Commercial Law Article of the Annotated Code of Maryland.

THE SAID MORTGAGOR hereby covenants and agrees with the said Mortgagee, its successors and assigns, to pay and perform as herein set forth and in addition thereto to pay when legally due and payable all taxes, water rent, ground rent (if any), mortgage guarantee and hazard insurance premiums, public dues and assessments of every kind whatsoever, including metropolitan district charges, for which the property hereby mortgaged may become liable and to exhibit to the Mortgagee receipts for such payment prior to the date they would become delinquent, overdue or in arrears; failure to pay any of the aforementioned charges when legally due shall constitute a default hereunder and at the option of the Mortgagee, its successors and assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may without notice to the Mortgagor institute proceedings to foreclose this mortgage. Notwithstanding anything to the contrary, Mortgagee, its successors and assigns, in the event the Mortgagor fails to pay any of the aforementioned charges when legally due, may at its option pay the same and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of interest hereinabove specified from the date of said payment and the said Mortgagee, its successors and assigns, shall have a lien hereunder on said premises for the amount so paid together with said interest thereon, so that the same shall become additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for foreclosure of the same.

Admiral-Builders Savings and Loan Association, the Secured Party, signs this instrument to comply with the Uniform Commercial Code, Article 95-B of the Annotated Code of Maryland.

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

BY: Karl M. Rainey

THIS loan may be prepaid in whole or in part, at any time, without penalty.

AT the Mortgagee's option, Mortgagor will pay a late charge not to exceed the greater of Two Dollars ($2.00) or five per cent (5%) of the total amount of any delinquent or late periodic installment of principal and interest which is received by the Mortgagee more than fifteen (15) days after the due date thereof to cover the extra expense of handling delinquent payments.

THIS mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are now or hereafter located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast-nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks, centrally controlled air conditioning equipment and/or individual units of a permanent nature; built-in club room with its appurtenances; built-in radio and television antenna; all lighting fixtures; built-in mantels; screens for windows and doors, storm-windows and doors; window shades and floor coverings affixed to the floor. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

TOGETHER, with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining, and all rents and profits issuing therefrom, which rents and profits said MORTGAGOR hereby assigns to said MORTGAGEE, its successors and assigns, as additional security for the performance of the covenants hereinafter contained; and upon default in any of said covenants, said MORTGAGEE, its successors and assigns, is hereby authorized to collect said rents and profits, and/or to rent said premises for the account of said MORTGAGOR, and to credit said rents and profits so collected, after deducting all costs of collection, administration and repairs necessary to the maintenance of said premises in a tenantable condition, to the account of said MORTGAGOR.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said MORTGAGEE, its successors and assigns, forever, in fee simple.

IF HOWEVER the said MORTGAGOR shall make the payments and perform the covenants herein on his part contained, then this mortgage shall be void.

SAID MORTGAGOR also covenants and agrees:—(a) to keep the improvements on said property in good repair; (b) to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the MORTGAGEE, or its assigns, in such company or companies approved by, and in amounts required by the MORTGAGEE, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of said MORTGAGEE, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the MORTGAGEE, its successors and assigns; (c) that it shall be deemed a default under this mortgage if the MORTGAGOR shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the MORTGAGEE; (d) that the MORTGAGOR specially warrants the property herein mortgaged and the MORTGAGOR will execute such further assurances thereof as may be requisite.

* further encumber

AND IT IS AGREED that until default be made herein, the said MORTGAGOR or his assigns may retain possession of the hereby mortgaged property.

AND in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the MORTGAGEE, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and the said MORTGAGOR hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said MORTGAGOR hereby also authorizes and directs the said MORTGAGEE, its successors and assigns, or KARL M. LEVY, ROBERT J. NEUBAUER, WILLIAM M. LEVY, its duly authorized Attorney or Agent, after any default in any of the payments, covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to decree or under the above power of sale, shall be under the provisions of Article 21 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto, including Maryland Rules of Procedure and any and all local rules of procedure applicable thereto; and it is agreed that upon this institution of foreclosure proceedings, after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the MORTGAGEE before sale, the said MORTGAGOR shall, in addition to such other sum or sums with which he shall be chargeable, be also chargeable with a counsel fee of Seventy-five Dollars ($75.00) to the attorney or solicitor instituting such proceedings; and the said MORTGAGOR, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under order or decree of the Circuit Court (in Equity) for the County or City in which said foreclosure proceedings are instituted, which said expenses, costs and commissions the said MORTGAGOR for himself, his heirs, personal representatives and assigns does hereby covenant and agree to pay; and the said MORTGAGEE, its successors and assigns, or KARL M. LEVY, ROBERT J. NEUBAUER or WILLIAM M. LEVY, its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission, and it is further agreed that upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of $492.00 Dollars for conducting the proceedings, if without contest, but if legal service be rendered to the MORTGAGEE or its assigns, or to the trustee or party selling under the power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the MORTGAGEE, its successors or assigns, hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said MORTGAGOR, his heirs, personal representatives or assigns.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders; whenever there shall be two or more MORTGAGORS hereunder all obligations of said MORTGAGORS shall be joint and several.

THE MORTGAGOR hereby certifies that prior to the execution of this Mortgage he has received a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland and Title I of the Consumer Credit Protection Act.

WITNESS the corporate seal of SHOREBUILT, INC., a body corporate, and the signature of JOHN LANG, President thereof, and WITNESS ALSO the hand and seal of JOHN LANG.

TEST:

SHOREBUILT, INC. (SEAL)

BY: John Lang (SEAL)
John Lang

Marie A. Lang

John Lang (SEAL)
John Lang

(SEAL)

State of Maryland, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 14th day of November one thousand, nine hundred and eighty, before me, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared WALTER R. KLOHR, JR., President of the Mortgagee named in the aforegoing mortgage, and made oath in due form of law that the consideration set forth in said mortgage is true and bona-fide as therein set forth, that to the extent that the proceeds of said loan, or any part thereof, represent the purchase money for the property described in this mortgage, the amount of said loan representing said purchase money was paid over and disbursed to either the Mortgagor or the person responsible for the disbursement of funds in the closing transaction, or their respective agents at a time no later than the final and complete execution* of this mortgage, and that he is the agent of said body corporate and duly authorized to make this oath.

*and delivery by the Borrower

AS WITNESS my hand and Notarial Seal,

NOTARY PUBLIC BALTIMORE COUNTY WILLIAM M. LEVY

William M. Levy
WILLIAM M. LEVY Notary Public.

NOV 18 80 * 27217 ****180.00
NOV 18 80 A 27217 ****171.00
NOV 18 80 A 27216 *****15.00

STATE OF MARYLAND, Queen Anne COUNTY, to wit:

I HEREBY CERTIFY, that on this 14th day of November one thousand, nine hundred and eighty, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN LANG, individually and as President of SHOREBUILT, INC., a body corporate, the Mortgagors named in the foregoing Mortgage and he acknowledged the aforegoing Mortgage to be his act and the act of said body corporate, and in my presence signed the same.

AS WITNESS my hand and Notarial Seal.

Virginia Brooks
Notary Public

NOTARY PUBLIC QUEEN ANNE'S COUNTY

RECEIVED
CLERK, CIRCUIT COURT
1980 NOV 18 AM 11:33
QUEEN ANNE'S COUNTY

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

WILLIAM M. LEVY,
Attorney Named in
Mortgage
PLAINTIFF

VS.

SHOREBUILT, INC., a
body corporate of the
State of Maryland, and
JOHN LANG
DEFENDANTS

PLAINTIFF'S EXHIBIT A

Mr. Clerk:
Please file, etc.
William M. Levy
William M. Levy 7-1-82

LIBER 169 PAGE 583 LIBER 14 PAGE 275

LIBER 14 PAGE 276

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

WILLIAM M. LEVY, Attorney Named in Mortgage PLAINTIFF *vs.* SHOREBUILT, INC., a body corporate of the State of Maryland, and JOHN LANG DEFENDANTS	IN THE **CIRCUIT COURT** OF ~~BALTIMORE COUNTY~~ QUEEN ANNE'S COUNTY (IN EQUITY) 7008 Docket ..... Folio .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared WALTER R. KLOHR, JR., President of ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION,

and made oath in due form of law that he (~~she~~) knows the defendant herein, and that to the best of his (~~her~~) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

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

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Affiant.

Subscribed and sworn to before me this 29th day of October 1981

Notary Public

WILLIAM M. LEVY NOTARY PUBLIC BALTIMORE COUNTY

WILLIAM M. LEVY,

Attorney Named in Mortgage
PLAINTIFF

vs.

SHOREBUILT, INC., a body corporate of the State of Maryland, and JOHN LANG
defendants

IN THE

CIRCUIT COURT

— OF —

QUEEN ANNE'S COUNTY
(IN EQUITY)

7008

STATEMENT OF MORTGAGE DEBT

Original amount of Mortgage	$ 49,200.00
Amount Held by Trustees	2,250.00
	$ 46,950.00
Interest through October 31, 1981	3,891.04
Late Charges	150.08
Progress Inspection Fees on Construction	340.00
	$ 51,331.12

President of Admiral-Builders Savings and Loan Association

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 29th day of October in the year nineteen hundred and eighty-one, before me, a Notary Public of the State of Maryland, in and for County of Baltimore, personally appeared WALTER R. KLOHR, JR., President of ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

Notary Public.

WILLIAM M. LEVY
NOTARY PUBLIC
BALTIMORE COUNTY

LIBER 14 PAGE 277

LIBER 14 PAGE 278

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT FOR
MORTGAGED REAL ESTATE OF	*	QUEEN ANNE'S COUNTY, MARYLAND
SHOREBUILT, INC.	*	EQUITY NO. 7008

PETITION OF JUDGMENT CREDITOR FOR SURPLUS PROCEEDS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

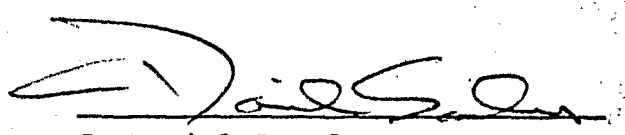
The Petition of Chestertown Brick Co., by C. Daniel Saunders, its attorney, respectfully represents:

1. Your Petition holds a summary judgment against Shorebuilt, Inc., which was given by the District Court of Maryland for Queen Anne's County on the 5th day of August, 1981 in case no. 3-4-81-CV-440, in the amount of Two thousand fifty one dollars and eighty cents($2051.80) and costs of suit amounting to fifteen dollars ($15.00). (See Exhibit A attached)

2. The above referred to judgment was recorded in the District Court for Queen Anne's County on August 18, 1981 Recorded Index No. 1 Folio 551 and a Notice of Lien of such judgment filed with the Clerk of the Circuit Court for Queen Anne's County.

3. The above referred to judgment has not been paid.

4. Your Petitioner verily believes that after the sale of the property to be had in this proceeding, there will be excess proceeds due and owing Shorebuilt, Inc., and respectfully requests that the same be accounted for and paid to your Petitioner to satisfy the above cited judgment, the same to be done in your Petitioner's proper order and as its interest appears.



C. Daniel Saunders
Attorney for Chestertown Brick
P.O. Box 158
Chestertown, Maryland 21620
778-4510

C. DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 158
CHESTERTOWN, MD. 21620

AFFADAVIT

I HEREBY DECLARE and affirm under the penalties of perjury that the matters and facts set forth in the aforegoing Petition for Surplus Proceeds are true and correct.

C. Daniel Saunders

I HEREBY CERITFY, that on this 12 day of November, 1981, a copy of the aforegoing Petition for Surplus Proceeds was mailed to William M. Levy, Assignee, 1507 Fidelity Building, Baltimore, Maryland 21201; and to Shorebuilt, Inc., Rt. 3 Box 438, Stevensville,Maryland 21666, and Carl E. Tuerk, Jr., Esquire, 1 North Charles Street, Baltimore, Maryland.

C. Daniel Saunders

C. DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 188
CHESTERTOWN, MD. 21620

1cv

CASE NO. —81CV46

TRIAL DATE

DISTRICT COURT OF MARYLAND FOR

JUDGMENT

PARTIES

tertown Brick Co., Inc.
nec Road
tertown, Maryland 21620

VS

s):

rebuilt, Inc.
3 Box 438
vensville, Maryland 21666
on: John Lang, Jr.
Resident Agent

Return 6/24/81

ATTORNEYS

f - Name & Address

Daniel Saunders, Esq.
. Box 158
tertown, Maryland21620

Defendant

Address
Name
Address
Name

SUMMARY ✓
DEFAULT
CONSENT
CONFESSION
NISI

Condemnation

in favor of Plaintiff

for

$2051.80 DAMAGES and COSTS $15.00

with interest from date plus $

Attorney's Fees against Defendant

8/5/81 Date — 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

CONTINUANCES:

DATE	PLTF.	DEFT.	PARTIES	REQUEST	ADD DEFT.	DEF. CONCURS BY	REQUESTED BY	APPROVED	PARTIES NOTIFIED	BY

AUG 10 1981

DATE SATISFACTION FILED

DATE	Description of Papers	COSTS
6/24/81	INITIAL FILING Affidavit for filing sheriff's return	3.15
June 17 1981	Issued	
June 25	S/O returned Served. Consent to Pl Atty	
8/5/81	Motion + order + Judgment for Condemnation filed to date - no appearance in opposition by answer - S/J then filed 2B	

" I certify this to be a true copy from the Docket of the District Court of ~~Maryland, District~~ 3-1 Queen Anne County.

Date Aug 7, 1981

DISTRICT COURT OF MARYLAND FOR ... NUMBER 14 PAGE 280

WILLIAM M. LEVY, Attorney Named in Mortgage PLAINTIFF	:	IN THE CIRCUIT COURT
VS.	:	FOR
SHOREBUILT, INC., a body corporate of the State of Maryland, et al DEFENDANTS	:	QUEEN ANNE'S COUNTY (IN EQUITY) CASE # 7008

: :

AFFIDAVIT OF NOTIFICATION OF SALE AND TERMS THEREOF

I, William M. Levy, do hereby make oath that pursuant to Rule W 74 of the Maryland Rules of Procedure I mailed on November 16, 1981 by certified mail, return receipt requested, to John Lang, Shorebuilt, Inc., Route 3 Box 438, Stevensville, Maryland 21666, Mortgagor; to Ward Component Systems Inc., Cordova Road, Easton, Maryland 21601, Subordinate Mortgagee; to R. H. Perkinson, R. H. Perkinson Plumbing and Heating, Stevensville, Maryland 21666, Subordinate Mortgagee; and to Chestertown Brick Co., Inc., Chestertown, Maryland 21620, Subordinate Judgment Creditor, notice of the time, place and terms of the pending sale of the property, the subject of these proceedings, a copy of said letters being filed herewith as a part hereof.

William M. Levy
William M. Levy
Attorney Named in Mortgage

Sworn to before me, a Notary Public of the State of Maryland this 19th day of November 1981.

John H. Ditto, Jr.
JOHN H. DITTO, JR.
Notary Public

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV 20 AM 9:50
QUEEN ANNE'S COUNTY

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

Case No. 7008 LIBER 14 PAGE 282

3 mel 182

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

Equity # 7008

Bond No. 951 62 00

KNOW ALL MEN BY THESE PRESENTS:

That we, William M. Levy
1507 Fidelity Bldg.,
Baltimore, Md., 21201 as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Forty thousand and 00/100---------- ($40,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23rd day of November in the year of our Lord eighty-one

Whereas, the above bounden William M. Levy

by virtue of the power contained in a mortgage from Shorebuilt, Inc., et al

to Admiral-Builders Savings and Loan Association

bearing date the 14th day of November, 1980 and recorded among the mortgage records of Queen Anne's County

in Liber ..... No. ..... Folio ..... and

William M. Levy

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William M. Levy

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 William M. Levy

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:

William M. Levy (SEAL)

(SEAL)

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Aleta J. Burns *As to Surely* By Clinton A. Killam, Jr. *Attorney-in-Fact*

J3228(MD)—250, 8-81 213732
Formerly MD3228a
Mortgagee's or Attorney's Bond

QUEEN ANNE'S COUNTY
Surety

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

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 27th day of November, 1981.

Marguerite W. Markey

Clerk of the Circuit Court for Queen Anne's County

LIBER 14 PAGE 284

WILLIAM M. LEVY,	:	IN THE
Attorney Named in Mortgage	:	CIRCUIT COURT
VS.	:	FOR
SHOREBUILT, INC.,	:	QUEEN ANNE'S COUNTY
ET AL	:	(IN EQUITY)
	:	CASE No. 7008

: :

REPORT OF SALE

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

The Report of Sale of William M. Levy, Attorney Named in The Mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of the trust reposed in him, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Queen Anne's Record-Observer, a weekly newspaper published in Queen Anne's County, for more than three (3) successive weeks preceding the day of sale and by additional advertisement inserted in the Baltimore Sunday Sunpaper, the said William M. Levy, Attorney Named in The Mortgage did pursuant to said notice on Thursday, the 3rd day of December, 1981 at 1:00 o'clock p.m. attend on the premises and then and there sold the property, the same being fully described in a copy of the advertisement in the Queen Anne's Record-Observer, attached hereto, unto Admiral-Builders Savings and Loan Association at and for the sum of $47,000.00 (cash upon ratification of the sale) which was then and there the highest bidder therefore.

Respectfully submitted,

William M. Levy,
Attorney Named in The Mortgage

RECORDED
CLERK, CIRCUIT COURT
1981 DEC 11 AM 10 47
QUEEN ANNE'S COUNTY

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 8th day of December, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared WILLIAM M. LEVY, Attorney Named in Mortgage, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Bettie L Breeden

BETTIE L. BREEDEN Notary Public

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

Levy & Ditto, Solicitors
1507 Fidelity Building
Baltimore, Maryland 21201

ATTORNEY'S SALE

Of

Highly Desirable Brick And Aluminum Siding Split Foyer Dwelling Located On The West Side Of Mason Road Between Dixon Drive And Ackerman Drive

"Cloverfields" Stevensville, Maryland

Under and by virtue of the power and authority contained in a Mortgage from Shorebuilt, Inc., et al, to Admiral-Builders Savings and Loan Association dated November 14, 1980 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. 169, folio 580, default having occurred thereunder, the undersigned attorney will sell at public auction ON THE PREMISES ON

Thurs., Dec. 3, 1981

at 1:00 p.m.

All that fee simple lot of ground and the improvements thereon situate on Kent Island in the Fourth Election District of Queen Anne's County and being described as follows:

BEING known and designated as Lot No. 4 Block GG as shown on a Plat entitled "Revised Plat 6, Addition to Cloverfields", which Plat is recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 50, folio 304.

IMPROVED by a substantially complete brick and aluminum siding split foyer dwelling with wall to wall carpeting, central air conditioning and heat pump. On the lower level is a family room with fireplace, 1 bedroom, partial bath and a combination utility/laundry room. On the upper level is a foyer, living room, dining room, kitchen, 3 bedrooms and 1 ¾ baths. The lot and improvements have a well and septic system. TO BE SOLD AS IS.

SUBJECT to conditions, restrictions, easements, charges and agreements of record.

TERMS OF SALE: Cash. A deposit in cash or a certified check of $5,000.00 at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Queen Anne's County, interest at the rate of 15 percent (15%) per annum to be paid on the unpaid purchase money from the date of sale to date of settlement.

Taxes and all other public charges and assessments payable on an annual basis including sanitary and/or Metropolitan District charges, if any, to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes and any other charges incidant 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.

Directions - From Route 50 north on Route 18 (Love Point Road) to Dixon Drive, right to Mason Road, right to property.

WILLIAM M. LEVY, Attorney Named in Mortgage
(301) 727-3445
ALEX COOPER AUCTIONEERS, INC.
(301) 752-4868

RO-11-11-4t-019

JOSEPH A. COOPER
President
Residence: 484-4987

AUCTIONEERS
ORIENTAL RUG IMPORTERS
REAL ESTATE AND CHATTEL APPRAISERS

ALEX COOPER auctioneers inc.

345 N. CHARLES STREET • BALTIMORE MARYLAND 21201 • TELEPHONE (301) 752-4868

Equity No. 7008

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 3rd Day of December, 19 81, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City~~, Baltimore County personally appeared

Walter R. Klohr, President for Admiral-Builders S + L Assn.

purchaser/s at the foreclosure sale in this cause, and made oath in due form of law that he/they—is/are the purchaser/s and purchased same as principal and not as an agent for anyone, or he/~~they purchased same as agent and his/their principal is~~ _____, and that he/they has/have not directly or indirectly discouraged anyone from bidding for the said Lot No. 4, Situate on West Side of Mason Rd. Between Dixon Dr. + Ackerman Drive. mentioned in the said Report of Sale.

ADMIRAL-BUILDERS S&L ASSN
Purchaser

PRESIDENT
Purchaser

(SEAL) Joseph A. Cooper
Notary Public

JOSEPH A. COOPER NOTARY PUBLIC BALTIMORE COUNTY, MD.

MEMBER OF AUCTIONEERS ASSOCIATION OF MARYLAND, INC.

LIBER 14 PAGE 287

ORDER NISI ON SALE

WILLIAM M. LEVY, Attorney Named in Mortgage vs. SHOREBUILT, INC., et al	In the Circuit Court for Queen Anne's County In Equity Cause No. 7008

ORDERED, this 11th day of December, 19 81, that the sale of the real property, made and reported in this cause by William M. Levy, Attorney Named in Mortgage, be ratified and confirmed, on or after the 11th day of January, 19 82, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 4th day of January, 19 82.

The report states the amount of sales to be $ 47,000.00.

Marguerite W. Menkin Clerk

Filed December 11, 1981

#7008

Centreville, Md. 12-10 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 4 successive weeks before the 3rd day of December 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 11th day of November 19 81, and the last insertion on the 2nd day of December 19 81.

Publishers, Record Observer

Per Maggie Leeman.

CLERK, CIRCUIT COURT

1981 DEC 21 AM 9:52

QUEEN ANNE'S COUNTY

Levy & Ditto, Solicitors
1507 Fidelity Building
Baltimore, Maryland 21201

ATTORNEY'S SALE

Of

Highly Desirable Brick And Aluminum Siding Split Foyer Dwelling Located On The West Side Of Mason Road Between Dixon Drive And Ackerman Drive

"Cloverfields" Stevensville, Maryland

Under and by virtue of the power and authority contained in a Mortgage from Shorebuilt, Inc., et al, to Admiral-Builders Savings and Loan Association dated November 14, 1980 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. 169, folio 580, default having occurred thereunder, the undersigned attorney will sell at public auction ON THE PREMISES ON

Thurs., Dec. 3, 1981

at 1:00 p.m.

All that fee simple lot of ground and the improvements thereon situate on Kent Island in the Fourth Election District of Queen Anne's County and being described as follows:

BEING known and designated as Lot No. 4 Block GG as shown on a Plat entitled "Revised Plat 6, Addition to Cloverfields", which Plat is recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 50, folio 304.

IMPROVED by a substantially complete brick and aluminum siding split foyer dwelling with wall to wall carpeting, central air conditioning and heat pump. On the lower level is a family room with fireplace, 1 bedroom, partial bath and a combination utility/laundry room. On the upper level is a foyer, living room, dining room, kitchen, 3 bedrooms and 1 ¾ baths. The lot and improvements have a well and septic system. TO BE SOLD AS IS.

SUBJECT to conditions, restrictions, easements, charges and agreements of record.

TERMS OF SALE: Cash. A deposit in cash or a certified check of $5,000.00 at the time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Queen Anne's County, interest at the rate of 15 percent (15%) per annum to be paid on the unpaid purchase money from the date of sale to date of settlement.

Taxes and all other public charges and assessments payable on an annual basis including sanitary and/or Metropolitan District charges, if any, to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes and any other charges incident to the recording of the deed to the purchaser shall be borne by the purchaser.

Terms of sale to be complied with within 5 days after final ratification thereof by the Circuit Court for Queen Anne's County, otherwise property may be resold at the risk and cost of the defaulting purchaser.

Directions - From Route 50 north on Route 18 (Love Point Road) to Dixon Drive, right to Mason Road, right to property.

WILLIAM M. LEVY, Attorney Named In Mortgage
(301) 727-3445
ALEX COOPER AUCTIONEERS, INC.
(301) 752-4868

RO-11-11-4t-019

LIBER 14 PAGE 290

Centreville, Md. 1-14 19 82

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 4th day of January 19 82. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 16th day of December 19 81, and the last insertion on the 30th day of December 19 81.

Publishers, Record Observer

Per Maxie Freeman

ORDER NISI ON SALE

WILLIAM M. LEVY,
Attorney Named in Mortgage

vs.

SHOREBUILT, INC., et al

In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 7008

ORDERED, this 11th day of December, 1981, that the sale of the real property, made and reported in this cause by William M. Levy, Attorney Named in Mortgage, be ratified and confirmed, on or after the 11th day of January, 1982, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 4th day of January, 1982.

The report states the amount of sales to be $47,000.00.

Marguerite W. Mankin, Clerk
True Copy, Test:
Marguerite W. Mankin, Clerk
BY: Anne F. Ward, Deputy Clerk

Filed December 11, 1981.

RO-12-16-3t-023

RECEIVED
CIRCUIT COURT
1982 FEB 22 AM 9:54
QUEEN ANNE'S COUNTY

WILLIAM M. LEVY : IN THE
Attorney Named in Mortgage : CIRCUIT COURT
vs. : FOR
SHOREBUILT, INC. : QUEEN ANNE'S COUNTY
: (IN EQUITY)
: CASE No. 7008

: :

ORDER

ORDERED, this 23rd day of February, 1982 that the sale made and reported by William M. Levy, Attorney Named in Mortgage, in the above cause, be and it 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 preceding Order Nisi.

RECEIVED
CLERK, CIRCUIT COURT
1982 FEB 24 PM 2:39
QUEEN ANNE'S COUNTY

Clayton C. Carter

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

CCC:mfe:2/24/82

LIBER 14 PAGE 292

WILLIAM M. LEVY, ATTORNEY NAMED IN MORTGAGE	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY,
vs.	:	SITTING IN EQUITY
SHOREBUILT, INC., et al.	:	NO. 7008

ORDER

The Petition for Surplus Proceeds, heretofore filed by Chestertown Brick Co., Inc. having been read and considered,

IT IS THEREUPON ORDERED this 24th day of February, 1982, by the Circuit Court for Queen Anne's County, Sitting in Equity, that the surplus of the proceeds, if any, of sale, after final ratification, and after payment to the Mortgagee of its claim and expenses, shall be paid over to Chestertown Brick Co., Inc., or so much thereof as will satisfy its claim, upon proof that it has an interest in the equity of redemption; provided, however, any such suplus shall be distributed equitably among all the claimants thereto.

Clayton C. Carey
Judge

Distribution:
Original: Court File
True Copies:
C. Daniel Saunders, Attorney for Shorebuilt, Inc.
John W. Sause, Court Auditor
William M. Levy, Attorney named in Mortgage

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

WILLIAM M. LEVY	:	
Attorney	:	
v.	:	Chancery #7008
SHOREBUILT, INC. et al.	:	

: : : : :

ACCOUNT OF AUDITOR

PROCEEDS OF FORECLOSURE SALE			
Sale Price		$ 47,000.00	
Interest on $47,000.00 at 15% 12/3/81 to 2/23/82		1,625.41	
1981/82 real property taxes		17.37	
1982 Cloverfields recreation fee		1.50	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 48,644.28
COMMISSIONS payable to Attorney		$ 2,500.00	
ATTORNEY FEE, per Mortgage		492.00	
EXPENSES OF SALE			
Court costs	$ 144.50		
Advertising			
Notices of sale	393.76		
Report of sale	53.25		
Bond premium	160.00		
Auctioneer fee (maximum)	117.50		
Certified mail	6.65		
1981/82 real property taxes	30.21		
1981 Cloverfields fee	20.00		
Notary fees	2.00	927.87	
AUDITOR'S FEE & COSTS			
Fee for Audit	$ 45.00		
Postage & xerox	1.53	46.53	3,966.40-
AVAILABLE FOR DISTRIBUTION			$ 44,677.88

INDEBTEDNESS UNDER MORTGAGE

Principal, per Statement of Debt	$ 46,950.00	
Interest through 10/31/81, per Statement	3,891.04	
Late charges	150.08	
Inspection fees	340.00	
Interest 11/1/81 to 2/1/82 at prime +2%, as computed by Attorney	2,223.93	$ 53,555.05
TOTAL AVAILABLE FOR DISTRIBUTION to Mortgagee, as above		44,677.88-
D E F I C I T		$ 8,877.17

NOTICE

The attached Account was filed on the 26th day of February, 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 #7008. 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 February, 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:

William M. Levy, Esquire
1507 Fidelity Building
Baltimore, Maryland 21201

Shorebuilt, Inc.
Route 3 Box 438
Stevensville, Maryland 21666

John Lang
Route 3 Box 438
Stevensville, Maryland 21666

C. Daniel Saunders, Esquire
Attorney for Chestertown Brick Co.
Post Office Box 158
Chestertown, Maryland 21620

John W. Sause, Jr.
Auditor

WILLIAM M. LEVY, Attorney	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 7008
SHOREBUILT, INC., et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 26th day of February, 19 82, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 15th day of March, 19 82, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Marguerite H. Mankin Clerk

Filed February 26, 1982

LIBER 14 PAGE 296

	*	IN THE CIRCUIT COURT
WILLIAM M. LEVY, Attorney	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 7008
	*	
SHOREBUILT, INC., et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 15th day of March, 19 82, by the Court that the account of the Auditor is finally ratified and confirmed, and William M. Levy, 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 March 15, 1982

WILLIAM M. LEVY,
Attorney Named in Mortgage
1507 Fidelity Building
Baltimore, Maryland 21201

VS.

JOHN LANG
Commercial Department
The Chessie System
16th Floor
One Charles Center
Baltimore, Maryland 21201
(Baltimore City)

IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
EQUITY No. 7008

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

MAR 26-82 * 21882 *****10.00
MAR 26-82 A 321882 *****10.00

MOTION FOR DECREE IN PERSONAM

PURSUANT TO RULE W 75 b 2

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The motion of Admiral-Builders Savings and Loan Association, Mortgagee in the above entitled cause, by William M. Levy, its attorney, respectfully shows.

1. That there still remains due and unsatisfied to your petitioner upon its mortgage claim in the above entitled cause the sum of $8,877.17 as found and determined by the auditor's account herein, which said account has been by this Court finally ratified on the 15th day of March, 1982, as will appear by reference had to the said account, which is hereby prayed to be taken as part hereof.

2. That your petitioner is entitled to a decree in personam for the said sum of $8,877.17 against John Lang, one of the mortgagors, it being entitled to maintain an action at law against said Mortgagor upon the covenants contained in the mortgage filed in this case for the residue of the mortgage debt remaining unpaid and unsatisfied as aforesaid.

WHEREFORE your petitioner prays and moves for a decree in personam for the said sum of $8,877.17 against John Lang upon

RECEIVED
CLERK, CIRCUIT COURT
1982 MAR 26 AM 10:28
QUEEN ANNE'S COUNTY

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

due notice being given by summons or otherwise as the Court may direct to John Lang.

AND as in duty &c

William M. Levy, Esquire
1507 Fidelity Building
Baltimore, Maryland 21201

727/3445

Attorney for Petitioner

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

CCC:mfe:3/29/82

WILLIAM M. LEVY, Attorney Named in Mortgage 1507 Fidelity Building Baltimore, Maryland 21201	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
vs.	:	
JOHN LANG Commercial Department The Chessie System 16th Floor One Charles Center Baltimore, Maryland 21201 (Baltimore City)	:	SITTING IN EQUITY
	:	NO. 7008

SHOW CAUSE ORDER

The foregoing Petition having been read and considered, IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, Sitting in Equity, this 29th day of March, 1982, that John Lang show cause on or before the 26th day of April. 1982, why the relief prayed in the foregoing Petition should not be granted, provided a copy of the Petition and this Order be served on the said John Lang on or before the 15th day of April, 1982, pursuant to Md. Rule 104 b. 1.

Judge

Distribution:
Original: Court File
True Copies:
Sheriff of Baltimore City (2)
William M. Levy

FILED
MAR 30 1982
CIRCUIT COURT
QUEEN ANNE'S CO.

LIBER 14 PAGE 300

LEVY AND DITTO
ATTORNEYS AT LAW
1507 FIDELITY BUILDING
BALTIMORE, MD. 21201
(301) 727-3445

KARL M. LEVY
JOHN H. DITTO, JR.
WILLIAM M. LEVY

HARFORD COUNTY OFFICE:
20 OFFICE STREET
BEL AIR, MD. 21014
(301) 838-6801.

May 27, 1982

Ms. Betty M. Comegys
Chief Deputy Clerk
Circuit Court for
Queen Anne's County
Centreville, Maryland 21617

Re: Admiral vs. Shorebuilt & Lang
Equity Case No. 7008

Dear Ms. Comegys:

I am enclosing the original and a copy of a show cause order which I request that you have signed and returned to me to be served by a private process server under Rule 116.

Kindly make a copy of the original Motion for a Decree In Personam, true copy it and return it to me with said order.

Thanking you, I am,

Very truly yours,

WILLIAM M. LEVY

RECEIVED
CLERK. CIRCUIT COURT
1982 MAY 28 AM 9:50
QUEEN ANNE'S COUNTY

WML:bb

Encls.

WILLIAM M. LEVY,
Attorney Named in Mortgage
1507 Fidelity Building
Baltimore, Maryland 21201

vs.

JOHN LANG
Commercial Department
The Chessie System
16th Floor
One Charles Center
Baltimore, Maryland 21201
(Baltimore City)

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

SITTING IN EQUITY

No. 7008

: :

SHOW CAUSE ORDER

The Show Cause Order of March 29, 1982 on the Plaintiff's Motion for a Decree In Personam not having been served within the time provided therein IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, Sitting in Equity, this 3rd day of June, 1982, that John Lang show cause on or before the 25th day of July, 1982, why the relief prayed in the foregoing Petition should not be granted, provided a copy of the Petition and this Order be served on the said John Lang on or before the 15th day of June, 1982, pursuant to Md. Rule 116.

RECEIVED
CLERK, CIRCUIT COURT
1982 JUN -3 AM 10: 30
QUEEN ANNE'S COUNTY

Clayton C. Carter
JUDGE.

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

LIBER 14 PAGE 302

WILLIAM M. LEVY, Attorney Named in Mortgage	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
JOHN LANG	:	QUEEN ANNE'S COUNTY
	:	Equity No. 7008

: :

RETURN OF PRIVATE PROCESS SERVER

The undersigned hereby certifies as follows:

1. That I am a competent private person over 18 years of age and not a party to the above action.

2. That I served upon John Lang,

Description: Sex Male Race White Ht. 6' Plus Wt. 185

Hair Dk. Brown & Moustache Eyes _____ Approx.Age 30's

on the 7 day of June, 1982 at 14:00 hours at

The Chessie System 16th Fl. One Charles Center Baltimore, Maryland 21201

by delivering and leaving with him a copy of the Motion For Decree In Personam and Show Cause Order thereon signed by the Court on the 3rd day of June, 1982.

I do solemnly declare and affirm under the penalties of perjury that the matters and facts hereinabove set forth are true.

A. Pennacchia
(print name)

RECEIVED
CLERK. CIRCUIT COURT
1982 JUN 10 AM 11:02
QUEEN ANNE'S COUNTY

LEVY AND DITTO
ATTORNEYS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

WILLIAM M. LEVY	*	IN THE
Plaintiff	*	CIRCUIT COURT FOR
vs.	*	QUEEN ANNE'S COUNTY
JOHN LANG	*	Equity No. 7008
Defendant	*	

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

NOTICE OF STAY

John A. Lang, Jr., the defendant(s), provide(s) notice of the filing of a petition in accordance with Chapter 13 of the Bankruptcy Code on 2 July 1982 in the U. S. Bankruptcy Court for the District of Maryland, the assignment of no. 82-2-1175 to that proceeding, and the application of the automatic stay of §362 of the Bankruptcy Code to further proceedings in this case.

Gary R. Greenblatt

Gary R. Greenblatt
Attorney for John A. Lang, Jr.
1300 Equitable Bank Center
Baltimore, Maryland 21201
(301) 539-1812

CERTIFICATION OF MAILING

I HEREBY CERTIFY, that on this 14th day of July, 1982, a copy of the foregoing Notice was mailed, first class, postage prepaid to William M. Levy, Esquire, 1507 Fidelity Building, Baltimore, Maryland 21201, attorney for the plaintiff.

Gary R. Greenblatt

Gary R. Greenblatt

SAMUEL POTTS Millington, Maryland 21651 Plaintiff vs. JONES LAKE CORPORATION Box 137 Massey, Maryland 21650 and RALPH K. JACKSON Route 1, Box 198 Millington, Maryland 21651 and ELWOOD H. JACKSON R.D. #1, Box 356 Clayton, Delaware 19938 and JOHN L. EMBERT, JR. Millington, Maryland 21651 and SARAH POTTS HEIRS Route 1, Box 198 Millington, Maryland 21651 and TO ALL OTHER PERSONS UNKNOWN CLAIMING ANY RIGHT, TITLE, ESTATE, LIEN OR INTEREST IN THE REAL PROPERTY DESCRIBED IN THE COMPLAINT, ADVERSE TO THE PLAINTIFF'S OWNERSHIP, OR ANY CLOUD UPON PLAINTIFF'S TITLE THERETO Defendants	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND EQUITY NO. 6740 SEP 11-80 * 24842 *****6[illegible] 00 SEP 11-80 A 924842 *****6[illegible] 00

* * * * * * * * *

BILL OF COMPLAINT TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Samuel Potts, by his attorney, James J. White, III, and files this proceeding pursuant to the Real Property Article Sec. 14-108 for a Bill Of Complaint To Quiet Title as follows:

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

1. That the Plaintiff, Samuel Potts is a resident of Queen Anne's County, Maryland, and that he and his predecessors in title have been in open, notorious, peaceful, continuous, actual and uninterrupted possession of Parcel No. 22 of Map No. 7 of the Assessments Maps of Queen Anne's County, Maryland, with improvements therein, since before 1914, which possession has been in good faith and under the evidence of title and that he does hereby specifically plead prescription for a period of over twenty (20) years.

2. That the Plaintiff's Grandmother, Sarah Potts, according to the tax records of Queen Anne's County, Maryland, has owned part of the property since before 1914, and entered into a 99-year lease for the remaining part of the land and all parties to the lease are deceased. (See Plaintiff's Exhibits Nos. 1 and 2) That Samuel Potts and his predecessors have caused the taxes to be paid every year since 1914 and seen that the land has been kept clear and productive.

3. That Samuel Potts is unaware of the whereabouts of any other successors in interest to the property because of the longevity of their absence from or interest in the premises and that Samuel Potts has had open, notorious, peaceful, continuous, actual and uninterrupted possession of the property since his Grandmother's death until the present date.

4. That according to the tax map as aforementioned, Jones Lake Corporation is the owner of an adjoining parcel of land which borders on the Northeast, North and West of the object property, which have deeds to its property recorded in the Land Records for Queen Anne's County, Maryland, in Liber W.F.W. No. 4, Folio 453 and Liber C.W.C. No. 52, Folio 336.

5. That another joining property owner on the South is Ralph K. Jackson, whose land is held be virtue of deeds

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0812

recorded in the Land Records for Queen Anne's County, Maryland in Liber C.W.C. No.85, Folios 37 and 38.

6. That another joining property owner on the West is Elwood K. Jackson whose land is held by virtue of a deed recorded in the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 47, Folio 396.

7. That another joining property owner on the East is John L. Embert, Jr., whose land is held by virtue of an estate known as O. C. 4103 recorded in the Register of Wills Office for Queen Anne's County, Maryland.

8. That the Land is titled in the records of the Tax Assessment Office for Queen Anne's County, Maryland as belonging to "Sarah Potts Heirs", but that the Plaintiff, Samuel Potts, is unaware of any heirs of Sarah Potts except for himself.

9. That the Plaintiff is desirous of having a clear title to his property and has no adequate remedy at law.

WHEREFORE, it is respectively prayed that this Honorable Court:

1. Declare that the property mentioned in this Petition be the property of the Plaintiff.

2. Appoint a Trustee to convey a clear and marketable title to the property to the Plaintiff.

3. And, for such other and further relief as the nature of this cause may require.

AND, AS IN DUTY BOUND, ETC.

Samuel Potts
Plaintiff

James J. White, III
Attorney for Plaintiff
207 Court Street
Chestertown, Maryland 21620
Telephone: 778-0912

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

STATE OF MARYLAND,

COUNTY OF ~~KENT~~ QUEEN ANNES, to wit:

I HEREBY CERTIFY, that on this 9th day of September, 1980, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared SAMUEL POTTS, and he made oath in due form of law that the matters and facts set forth in the aforegoing Bill Of Complaint To Quiet Title are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

JOHN E. GEORGE NOTARY PUBLIC QUEEN ANNE'S COUNTY MARYLAND

Notary Public
My Commission Expires: 7/1/82

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

LIBER 14 PAGE 308

JAMES J. WHITE III
ATTORNEY AT LAW
207 COURT STREET
P. O. BOX 524
CHESTERTOWN, MARYLAND 21620
778 0912 AREA CODE 301

September 30, 1980

Marguerite W. Mankin
Clerk of the Circuit Court
Court House
Centreville, Maryland 21617

6740

Re: Potts v. Jones
Lake Corporation, et al

Dear Madam Clerk:

Enclosed please find & copies each of the exhibits and order of publications in the above captioned matter.

Thank you for your kind attention to this matter.

Very truly yours,

James J. White, III

JJW:zn

Circuit Court Seal

In testimony whereof, I hereunto set my hand and affix the seal of the Circuit Court for Kent County, this 2nd. day of January A.D.1914.

JAMES T.DIXON.

Clerk of the Circuit Court for Kent County.

#4098.

QUEEN ANNE'S COUNTY, to wit: be it remembered that on the first day of January in the year nineteen hundred and fourteen, the following LEASE was brought to be recorded, to wit:-

THIS LEASE, made this 31st. day of December, 1913, by and between Clarence L. Turner and Margaret J.Turner, his wife, of Kent County, State of Maryland, of the one part, and Sarah Potts, colored, of Queen Anne's County and State aforesaid of the other part.

WITNESSETH, that the said Clarence L.Turner and Margaret J.Turner, his wife, in consideration of the rent hereinafter expressed to be paid, do hereby demise and lease unto the said Sarah Potts, her personal representatives and assigns, all that tract, piece or parcel of meadow land, in bed of the old Andover Mill Pond situated and being in the First Election District of Queen Anne's County, State of Maryland, and being a part of a tract of land called "Vansant's Meadows" and lying north or north east of the land conveyed to the said Sarah Potts by the said Clarence L.Turner, and wife, by deed bearing even date herewith whereby the division line between the lands of the said Clarence L.Turner and the said Sarah Potts was established, and extending from the division line between the lands of Sarah Potts and R.W.Moffett and the division line between Sarah Potts and C.L.Turner to the bed of a stream called Andover Branch as it now runs through the said "Vansants Meadow" and Bennetts Hazard and between the fences erected or to be erected on the northerly, easterly and westerly sides of said demised property, also that land north of the 14th. 60 per. line of Vansant's Meadows, being also the 45th. line of Andover Mills, as surveyed and laid down in old Plots of 1820.

To Have and To Hold the above demised property unto the said Sarah Potts, her personal representatives and assigns, for the term of ninety nine years, beginning on the day of the date of these presents; she, the said Sarah Potts her personal representatives or assigns, yielding and paying therefor in each and every year commencing on the first day of January 1914, during the continuance of this demise unto the said Clarence L. Turner, his heirs and assigns, the rent or yearly sum of One Dollar ($1.00).

AND the said Sarah Potts covenants and agrees to fence and keep fenced at her own expense the easterly and westerly sides of said demised premises and around said stream between said lines during the continuance of this lease.

AND the said Sarah Potts, for herself and her heirs and assigns, does hereby covenant and agree that she will not cut wood or otherwise trespass upon any part of "Vansant's Meadows" or the meadow or bed of the said old mill pond included in said "Vansant's Meadows" and not embraced within the lines of the property hereby demised.

IT is further agreed by said Sarah Potts, her heirs and assigns, that the said present or future owners of Andover Mills, shall have the right of way over the said Potts

land, into and out of the said Andover Mill Property, adjoining the said Potts lands; and that the said owners of Andover Mills shall have the right to pasture over the lot now owned by the said Sarah Potts, lying between the south line of old Race and high water mark of said Mill Pond; this pasturage not to be had when said lot or strip of land is in tillage. Further, when for any reason, this lease shall have been declared void, all rights of way, pasture rights, or other provisions contained therein, shall cease.

PROVIDED, that if the said rent shall be in arrear, in whole or in part, at any time, or if the said Sarah Potts, her personal representatives or assigns, shall fail to fence and keep fenced the northerly, easterly and westerly sides of said demised premises, or either of them, then it shall be lawful for the said Clarence L. Turner, his heirs or assigns, to re-enter upon the property hereby demised and hold the same as if this lease had never been made, after first having given the said Sarah Potts, her personal representatives or assigns, ninety days previous notice of his intention to re-enter upon the said property unless said rent in arrear be paid or said fences be erected before the expiration of said ninety days, or if the said Sarah Potts, her heirs or assigns shall cut wood or otherwise trespass upon any part of "Vansant's Meadows" or the meadow or bed of the said old Mill Pond included in said "Vansants Meadows" and not included within the lines of the property hereby demised then it shall be lawful for the said Clarence L. Turner, his heirs or assigns, to re-enter upon the property hereby demised and hold the same as if this lease had never been made, provided that said re-entry be made within six months after the commission of any act of trespass or cutting wood as aforesaid.

AND PROVIDED, further, that if the present or any future owner of "Andover Mill Property" shall desire to restore the Mill Pond, of which the above described property is a part, and flood the same with water, then and in event of the said Mill Pond being restored and flooded with water this lease shall terminate and said future owner may re-enter upon the property hereby demised and hold the same as if this lease had never been made.

AND PROVIDED, further that the said Sarah Potts, her personal representatives or assigns, shall have the right and privilege of terminating this lease at any time during its continuance, and to remove any fences erected by her or them, upon paying all rent in arrear and after first having given the said Clarence L. Turner, his heirs or assigns sixty days notice of his intention to terminate this lease.

AND the said Clarence L. Turner, for himself, his heirs and assigns, hereby covenants with the said Sarah Potts, her personal representatives and assigns, that on the payment by the said lessee of said rent, and the performance of all covenants herein, on her or their part to be performed, he, the said Clarence L. Turner will warrant specially the property hereby demised, and that he will execute such other and further assurances as may be requisite, and also that he, the said Clarence L. Turner, for himself, his heirs and assigns, will enter into a new lease from time to time for another term of ninety nine years, to commence on the expiration of this lease, subject to the same rent and containing the same covenants, so that the demise hereby created may be renewable and renewed from time to time forever, subject to be terminated by the restoration of said

High City of Lawrence L. Kimball, Taking Engineer. (Wm. Lyman Parker)

Mill Pond and the flooding of same by any future owner, as hereinbefore stipulated.

Witness our hands and seals.

Witness:- CLARENCE L. TURNER. (SEAL).

Frank Whelen, Jr., J.P. MARGARET J. TURNER. (SEAL).

her
SARAH x POTTS. (SEAL).
mark

STATE OF MARYLAND,

KENT COUNTY, to wit;-

I hereby certify that on this 31st. day of December, 1913, before me, the subscriber a Justice of the Peace of the State of Maryland, in and for Kent County, aforesaid, personally appeared Clarence L. Turner and Margaret J. Turner, his wife, Lessors, and Sarah Potts, Lessee, and severally acknowledged the aforegoing Lease or Instrument of Writing to be their act and deed.

FRANK WHELEN, JR.

Justice of the Peace.

STATE OF MARYLAND,

KENT COUNTY, Set:-

I hereby certify, that Frank Whelen, Jr., Esquire, before whom the annexed acknowledgment was made, and who has hereunto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland, in and for Kent County, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the hand-writing of the said Justice, and verily believe the signature to be his genuine signature.

Circuit Court Seal

In testimony whereof, I hereunto set my hand and affix the seal of the Circuit Court for Kent County, this 2nd. day of January, A.D.1914.

JAMES T. DIXON.

Clerk of the Circuit Court
for Kent County.

#4099. QUEEN ANNE'S COUNTY, to wit: be it remembered that on the first day of January in the year nineteen hundred and fourteen, the following DEED was brought to be recorded, to wit:-

THIS DEED, made this 31st. day of December, one thousand nine hundred and thirteen, by and between Clarence L. Turner and Margaret J. Turner, his wife, of Kent County and State of Maryland, of the one part, and Sarah Potts, colored, of Queen Anne's County and State aforesaid, of the other part.

WITNESSETH, that in consideration of the sum of One Dollar and for the purpose of establishing a division line between the adjoining lands of said parties, the said Clarence L. Turner and Margaret J. Turner, his wife, do grant and convey, release and quit-claim to and unto the said Sarah Potts, her heirs and assigns, in fee simple, all that tract, piece or parcel of land situate, lying and being in the First Election District of Queen Anne's County, and State of Maryland and being a part of Bennett's Hazard or

Varsant's Meadows, or by whatsoever other name or names the same may be called, and described as follows, that is to say: Beginning at a stone set at High Water Mark of Turners Mill Pond, now dry, which stone bears from the original beginning stone of "Bennett's Hazard" south 69 deg 09 min east 314 feet and is 17.41 feet below the top of said beginning stone for "Bennetts Hazard" and running with land of R.W.Moffett south 9 deg 06 min west 70 feet to intersect the 14th. line of Vansants Meadows; then with that line, reversed, north 5 deg west 335 feet to the beginning stone of said Bennetts Hazard; then north 6 deg 30 min east 272 feet to a stone set the High Water Mark of said Turners pond; then with the same south 18 deg 45 min east 154 feet; then south 34 deg east 285 feet; then south 89 deg 15 min east 51 feet to the place of beginning and containing 1.50 acres of land, more or less.

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 said tract, piece and parcel of land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Sarah Potts, her heirs and assigns, in fee simple.

AND the said Clarence L.Turner and Margaret J.Turner, covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said land as may be requisite.

Witness, the hands and seals of the said grantors.

Test:- CLARENCE L.TURNER. (SEAL).

Frank Whelen, Jr., J.P. MARGARET J.TURNER. (SEAL).

STATE OF MARYLAND,

KENT COUNTY, to wit:-

I hereby certify, that on this 31st. day of December, in the year one thousand nine hundred and thirteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Kent County aforesaid, personally appeared Clarence L. Turner and Margaret J.Turner, his wife, and each acknowledged the foregoing Deed to be their respective act.

FRANK WHELEN, JR.
Justice of the Peace.

STATE OF MARYLAND,

KENT COUNTY, Set:-

I hereby certify, that Frank Whelen, Jr., Esquire, before whom the annexed acknowledgment was made, and who has hereunto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland, in and for Kent County, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the hand-writing of the said Justice, and verily believe the signature to be his genuine signature.

Filed Cig. for transfer L.N. Moffett Wilmington, Del. Grantee.

CCC:mfe:10/3/80

SAMUEL POTTS Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY,
vs.	:	SITTING IN EQUITY
JONES LAKE CORPORATION ET AL. Defendants	:	NO. 6740

ORDER OF COURT

It appearing that this is an action in which rights to land, including leasehold interests, are involved.

IT IS THEREUPON ORDERED this 3rd day of October, 1980, by the Circuit Court for Queen Anne's County, Sitting in Equity, as follows:

1. That all Defendants whose whereabouts are known shall be proceeded against pursuant to Md. Rule 105.

2. That all persons who are unknown or whose whereabouts are unknown shall be proceeded against by Order of Publication to be issued by the Clerk of this Court.

3. That in lieu of service by publication pursuant to Md. Rule 105 b., the Sheriff of Queen Anne's County shall set up a copy of the Order of Publication upon the land described in the Bill of Complaint. Proof of the fact and date of posting shall be made by Certificate of the Sheriff filed in the proceeding.

Taylor C. Allen
Judge

Distribution:
Original: Court File
Copy: James J. White, III, Esq.

LIBER 14 PAGE 314

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: November Return Day

File No. 6740

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: ELWOOD H. JACKSON
R.D. #1, Box 356
Clayton, Delaware 19938

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 SAMUEL POTTS
Millington, Maryland 21651

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

Issued 6th day of October, 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: James J. White, III
207 Court Street
Address: Chestertown, Maryland 21620
Telephone: 778-0912

Name:

Address:

Marguerite H. Markin
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

80/164

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: November Return Day

File No. 6740

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: RALPH K. JACKSON
Route 1, Box 198
Millington, Maryland 21651

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 SAMUEL POTTS
Millington, Maryland 21651

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

Issued 6th day of October, 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 November 18, 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: James J. White, III
Address: 207 Court Street
Chestertown, Maryland 21620
Telephone: 778-0912

Name:

Address:

Marguerite H. Mankin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 7th day of October, 19 80, I executed service of process upon Ralph K. Jackson by delivering and leaving with him a copy of the summons and pleadings.

Walter J. Clough
Sheriff of Queen Annes County

LIBER 14 PAGE 315

LIBER 14 PAGE 316

801163

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: November Return Day

File No. 6740

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

JOHN L. EMBERT, JR.
Millington, Maryland 21651

928-3979

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

SAMUEL POTTS
Millington, Maryland 21651

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

Issued 6th day of October, 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 November 18, 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: James J. White, III
Address: 207 Court Street
Chestertown, Maryland 21620
Telephone: 778-0912

Name:

Address:

Marguerite W. Mankins
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 7th day of October, 19 80, I executed service of process upon John L. Embert by delivering and leaving with him a copy of the summons and pleadings.

CLERK'S OFFICE
1980 OCT -9 AM 10: 10
QUEEN ANNE'S COUNTY

Walter J. Clough
Dep Sheriff of Queen Anne's County

801142.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: November Return Day

File No. 6740

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

SARAH POTTS heirs
Route 1, Box 198
Millington, Maryland 21651

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 SAMUEL POTTS
Millington, Maryland 21651

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

Issued 6th day of October, 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 November 18, 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: James J. White, III
Address: 207 Court Street
Chestertown, Maryland 21620
Telephone: 778-0912

Name:

Address:

Marguerite H. Martin
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.

Non-Est: Subject is deceased.

1980 OCT -9 AM 10
QUEEN ANNE'S COUNTY

Walter J. Lough
Sheriff of Queen Annes County

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LIBER 14 PAGE 318

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: November Return Day

File No. 6740

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

SARAH POTTS heirs
Route 1, Box 198
Millington, Maryland 21651

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 SAMUEL POTTS
Millington, Maryland 21651

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

Issued 6th day of October, 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 November 18, 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: James J. White, III
207 Court Street
Address: Chestertown, Maryland 21620
Telephone: 778-0912

Name:

Address:

MARGUERITE W. MANKIN
Clerk

~~TRUE COPY~~, TEST:
MARGUERITE W. MANKIN, CLERK
BY: Letty M. Comegys
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: November Return Day

File No. 6740

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: JONES LAKE CORPORATION
Box 137
Massey, Maryland 21650

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 SAMUEL POTTS
Millington, Maryland 21651

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

Issued 6th day of October, 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 November 18, 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: James J. White, III
Address: 207 Court Street
Chestertown, Maryland 21620
Telephone: 778-0912

Name:

Address:

Marguerite H. Martin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 09 day of October, 19 80, I executed service of process upon Wm. Jarell Mngr of Jones Lake Corp. by delivering and leaving with him a copy of the summons and pleadings.

H. Allen Blizzard
Sheriff of Kent County
WJD

SAMUEL POTTS Millington, Maryland 21651 Plaintiff vs. JONES LAKE CORPORATION Box 137 Massey, Maryland 21650 and RALPH K. JACKSON Route 1, Box 198 Millington, Maryland 21651 and ELWOOD H. JACKSON R.D. #1, Box 356 Clayton, Delaware 19938 and JOHN L. EMBERT, JR. Millington, Maryland 21651 and SARAH POTTS HEIRS Route 1, Box 198 Millington, Maryland 21651 and TO ALL OTHER PERSONS UNKNOWN CLAIMING ANY RIGHT, TITLE, ESTATE, LIEN OR INTEREST IN THE REAL PROPERTY DESCRIBED IN THE COMPLAINT, ADVERSE TO THE PLAINTIFF'S OWNERSHIP, OR ANY CLOUD UPON PLAINTIFF'S TITLE THERETO ADDRESS UNKNOWN Defendants	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND EQUITY NO. 6740

* * * * * * * * *

ORDER OF PUBLICATION

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

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

Filed Oct. 14, 1980

interest in said land.

THE BILL OF COMPLAINT STATES:

1. That the Plaintiff, Samuel Potts, is a resident of Queen Anne's County, Maryland, and that he and his predecessors in title have been in open, notorious, peaceful, continuous, actual and uninterrupted possession of Parcel No. 22 of Map No. 7 of the Assessments Maps of Queen Anne's County, Maryland, with improvements therein, since before 1914, which possession has been in good faith and under the evidence of title and that he does specifically plead prescription for a period of over twenty (20) years.

2. That the Plaintiff's Grandmother, Sarah Potts, according to the tax records of Queen Anne's County, Maryland, has owned part of the property since before 1914, and entered into a 99-year lease for the remaining part of the land, and all parties to the lease are deceased. That Samuel Potts and his predecessors have caused the taxes to be paid every year since 1914 and have seen that the land has been kept clear and productive.

3. That Samuel Potts is unaware of the whereabouts of any other successors in interest to the property because of the longevity of their absence from or interest in the premises and that Samuel Potts has had an open, notorious, peaceful, continuous, actual and uninterrupted possession of the property since his Grandmother's death until the present date.

4. That according to the tax map as aforementioned, Jones Lake Corporation is the owner of an adjoining parcel of land which borders on the Northeast, North and West of the object property, which deeds to it's property have been recorded in the Land Records for Queen Anne's County, Maryland, in Liber W.F.W. No. 4, Folio 453, and Liber C.W.C. No. 52, Folio 336.

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524.
CHESTERTOWN, MD. 21620
778-0912

5. That another joining property owner on the South is Ralph K. Jackson, whose land is held by virtue of deeds recorded in the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 85, Folios 37 and 38.

6. That another joining property owner on the West is Elwood K. Jackson whose land is held by virtue of a deed recorded in the Land Records for Queen Anne's County, Maryland in Liber C.W.C. No. 47, Folio 396.

7. That another joining property owner on the East is John L. Embert, Jr., whose land is held by virtue of an estate known as O. C. 4103 recorded in the Register of Wills Office for Queen Anne's County, Maryland.

8. That the Land is titled in the Records of the Tax Assessment Office for Queen Anne's County, Maryland, as belonging to "Sarah Potts Heirs", but that the Plaintiff, Samuel Potts, is unaware of any heirs of Sarah Potts except for himself.

9. That the Plaintiff is desirous of having a clear title to his property and has no adequate remedy at law.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, Maryland, sitting in Equity, this 14th day of October, 1980, that the Defendants, whose addresses are unknown, are hereby notified that the Plaintiff, Samuel Potts, has filed the above entitled action to quiet title to the lands herein described, naming the above Defendants, whose addresses are unknown.

THE ABOVE NAMED DEFENDANTS WHOSE ADDRESSES ARE UNKNOWN, ARE HEREBY WARNED THAT FAILURE TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE December 19, 19 80, MAY RESULT IN THE CASE PROCEEDING AGAINST THEM BY DEFAULT.

Marguerite W. Mankin

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

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0812

SAMUEL POTTS	*	IN THE CIRCUIT COURT FOR
Plaintiff	*	QUEEN ANNE'S COUNTY,
vs.	*	MARYLAND
JONES LAKE CORPORATION, et al	*	EQUITY NO. 6740
Defendants	*	

* * * * * * *

AFFIDAVIT OF COMPLIANCE

STATE OF MARYLAND,
to wit:
COUNTY OF KENT,

I, JAMES J. WHITE, III, Attorney for Samuel Potts, Plaintiff, make oath that I mailed to Elwood H. Jackson, Defendant, at R.D. #1, Box 356, Clayton, Delaware, 19938, by certified mail, deliver to addressee only, return receipt requested, the attached notice and enclosure, on October 9, 1980. Also attached is return receipt showing that the said Defendant duly received the same.

James J. White, III
Attorney for Plaintiff

Subscribed and sworn to before me, a Notary Public of the State of Maryland, in and for the County of Kent, this 15th day of October, 1980.

JANE A. SPRAY NOTARY PUBLIC KENT COUNTY, MD.

Notary Public
My Commission Expires: 7/1/82

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

LIBER 14 PAGE 324

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS; November Return Day

File No. 6740

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: ELWOOD H. JACKSON
R.D. #1, Box 356
Clayton, Delaware 19938

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 SAMUEL POTTS
Millington, Maryland 21651.

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

Issued 6th day of October, 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: James J. White, III
Address: 207 Court Street
Chestertown, Maryland 21620
Telephone: 778-0912

Name:

Address:

MARGUERITE W. MANKIN
Clerk

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

SAMUEL POTTS Millington, Maryland 21651 Plaintiff	*	IN
	*	THE
	*	CIRCUIT
vs.	*	COURT
JONES LAKE CORPORATION Box 137 Massey, Maryland 21650	*	FOR
	*	QUEEN
and	*	ANNE'S
RALPH K. JACKSON Route 1, Box 198 Millington, Maryland 21651	*	COUNTY,
	*	MARYLAND
and	*	EQUITY NO. 6740
ELWOOD H. JACKSON R.D. #1, Box 356 Clayton, Delaware 19938	*	
	*	
and	*	
JOHN L. EMBERT, JR. Millington, Maryland 21651	*	
and	*	
SARAH POTTS HEIRS Route 1, Box 198 Millington, Maryland 21651	*	
and	*	
TO ALL OTHER PERSONS UNKNOWN CLAIMING ANY RIGHT, TITLE, ESTATE, LIEN OR INTEREST IN THE REAL PROPERTY DESCRIBED IN THE COMPLAINT, ADVERSE TO THE PLAINTIFF'S OWNERSHIP, OR ANY CLOUD UPON PLAINTIFF'S TITLE THERETO	*	
Defendants	*	

* * * * * * * * *

BILL OF COMPLAINT TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Samuel Potts, by his attorney, James J. White, III, and files this proceeding pursuant to the Real Property Article Sec. 14-108 for a Bill Of Complaint To Quiet Title as follows:

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 924
CHESTERTOWN, MD. 21620
778-0912

1. That the Plaintiff, Samuel Potts is a resident of Queen Anne's County, Maryland, and that he and his predecessors in title have been in open, notorious, peaceful, continuous, actual and uninterrupted possession of Parcel No. 22 of Map No. 7 of the Assessments Maps of Queen Anne's County, Maryland, with improvements therein, since before 1914, which possession has been in good faith and under the evidence of title and that he does hereby specifically plead prescription for a period of over twenty (20) years.

2. That the Plaintiff's Grandmother, Sarah Potts, according to the tax records of Queen Anne's County, Maryland, has owned part of the property since before 1914, and entered into a 99-year lease for the remaining part of the land and all parties to the lease are deceased. (See Plaintiff's Exhibits Nos. 1 and 2) That Samuel Potts and his predecessors have caused the taxes to be paid every year since 1914 and seen that the land has been kept clear and productive.

3. That Samuel Potts is unaware of the whereabouts of any other successors in interest to the property because of the longevity of their absence from or interest in the premises and that Samuel Potts has had open, notorious, peaceful, continuous, actual and uninterrupted possession of the property since his Grandmother's death until the present date.

4. That according to the tax map as aforementioned, Jones Lake Corporation is the owner of an adjoining parcel of land which borders on the Northeast, North and West of the object property, which have deeds to its property recorded in the Land Records for Queen Anne's County, Maryland, in Liber W.F.W. No. 4, Folio 453 and Liber C.W.C. No. 52, Folio 336.

5. That another joining property owner on the South is Ralph K. Jackson, whose land is held be virtue of deeds

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

recorded in the Land Records for Queen Anne's County, Maryland in Liber C.W.C. No.85, Folios 37 and 38.

6. That another joining property owner on the West is Elwood K. Jackson whose land is held by virtue of a deed recorded in the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 47, Folio 396.

7. That another joining property owner on the East is John L. Embert, Jr., whose land is held by virtue of an estate known as O. C. 4103 recorded in the Register of Wills Office for Queen Anne's County, Maryland.

8. That the Land is titled in the records of the Tax Assessment Office for Queen Anne's County, Maryland as belonging to "Sarah Potts Heirs", but that the Plaintiff, Samuel Potts, is unaware of any heirs of Sarah Potts except for himself.

9. That the Plaintiff is desirous of having a clear title to his property and has no adequate remedy at law.

WHEREFORE, it is respectively prayed that this Honorable Court:

1. Declare that the property mentioned in this Petition be the property of the Plaintiff.

2. Appoint a Trustee to convey a clear and marketable title to the property to the Plaintiff.

3. And, for such other and further relief as the nature of this cause may require.

AND, AS IN DUTY BOUND, ETC.

Samuel Potts
Plaintiff

James J. White, III
Attorney for Plaintiff
207 Court Street
Chestertown, Maryland 21620
Telephone: 778-0912

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

STATE OF MARYLAND,
to wit:
COUNTY OF KENT,

I HEREBY CERTIFY, that on this 7th day of September, 1980, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared SAMUEL POTTS, and he made oath in due form of law that the matters and facts set forth in the aforegoing Bill Of Complaint To Quiet Title are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: 7/1/82

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 824
CHESTERTOWN, MD. 21620
778-0912

Circuit Court Seal

In testimony whereof, I hereunto set my hand and affix the seal of the Circuit Court for Kent County, this 2nd. day of January A.D.1914.

JAMES T. DIXON.

Clerk of the Circuit Court for Kent County.

#4098.

QUEEN ANNE'S COUNTY, to wit: be it remembered that on the first day of January in the year nineteen hundred and fourteen, the following LEASE was brought to be recorded, to wit:-

THIS LEASE, made this 31st. day of December, 1913, by and between Clarence L. Turner and Margaret J. Turner, his wife, of Kent County, State of Maryland, of the one part, and Sarah Potts, colored, of Queen Anne's County and State aforesaid of the other part.

WITNESSETH, that the said Clarence L. Turner and Margaret J. Turner, his wife, in consideration of the rent hereinafter expressed to be paid, do hereby demise and lease unto the said Sarah Potts, her personal representatives and assigns, all that tract, piece or parcel of meadow land, in bed of the old Andover Mill Pond situated and being in the First Election District of Queen Anne's County, State of Maryland, and being a part of a tract of land called "Vansant's Meadows" and lying north or north east of the land conveyed to the said Sarah Potts by the said Clarence L. Turner, and wife, by deed bearing even date herewith whereby the division line between the lands of the said Clarence L. Turner and the said Sarah Potts was established, and extending from the division line between the lands of Sarah Potts and R.W. Moffett and the division line between Sarah Potts and C.L. Turner to the bed of a stream called Andover Branch as it now runs through the said "Vansants Meadow" and Bennetts Hazard and between the fences erected or to be erected on the northerly, easterly and westerly sides of said demised property, also that land north of the 14th. 60 per. line of Vansant's Meadows, being also the 45th. line of Andover Mills, as surveyed and laid down in old Plots of 1820.

To Have and To Hold the above demised property unto the said Sarah Potts, her personal representatives and assigns, for the term of ninety nine years, beginning on the day of the date of these presents; she, the said Sarah Potts her personal representatives or assigns, yielding and paying therefor in each and every year commencing on the first day of January 1914, during the continuance of this demise unto the said Clarence L. Turner, his heirs and assigns, the rent or yearly sum of One Dollar ($1.00).

AND the said Sarah Potts covenants and agrees to fence and keep fenced at her own expense the easterly and westerly sides of said demised premises and around said stream between said lines during the continuance of this lease.

AND the said Sarah Potts, for herself and her heirs and assigns, does hereby covenant and agree that she will not cut wood or otherwise trespass upon any part of "Vansant's Meadows" or the meadow or bed of the said old mill pond included in said "Vansant's Meadows" and not embraced within the lines of the property hereby demised.

IT is further agreed by said Sarah Potts, her heirs and assigns, that the said present or future owners of Andover Mills, shall have the right of way over the said Potts

land, into and out of the said Andover Mill Property, adjoining the said Potts lands; and that the said owner of Andover Mills shall have the right to pasture over the lot now owned by the said Sarah Potts, lying between the south line of old Race and high water mark of said Mill Pond; this pasturage not to be had when said lot or strip of land is in tillage. Further, when for any reason, this lease shall have been declared void, all rights of way, pasture rights, or other provisions contained therein, shall cease.

PROVIDED, that if the said rent shall be in arrear, in whole or in part, at any time, or if the said Sarah Potts, her personal representatives or assigns, shall fail to fence and keep fenced the northerly, easterly and westerly sides of said demised premises, or either of them, then it shall be lawful for the said Clarence L. Turner, his heirs or assigns, to re-enter upon the property hereby demised and hold the same as if this lease had never been made, after first having given the said Sarah Potts, her personal representatives or assigns, ninety days previous notice of his intention to re-enter upon the said property unless said rent in arrear be paid or said fences be erected before the expiration of said ninety days, or if the said Sarah Potts, her heirs or assigns shall cut wood or otherwise trespass upon any part of "Vansant's Meadows" or the meadow or bed of the said old Mill Pond included in said "Vansants Meadows" and not included within the lines of the property hereby demised then it shall be lawful for the said Clarence L. Turner, his heirs or assigns, to re-enter upon the property hereby demised and hold the same as if this lease had never been made, provided that said re-entry be made within six months after the commission of any act of trespass or cutting wood as aforesaid.

AND PROVIDED, further, that if the present or any future owner of "Andover Mill Property" shall desire to restore the Mill Pond, of which the above described property is a part, and flood the same with water, then and in event of the said Mill Pond being restored and flooded with water this lease shall terminate and said future owner may re-enter upon the property hereby demised and hold the same as if this lease had never been made.

AND PROVIDED, further that the said Sarah Potts, her personal representatives or assigns, shall have the right and privilege of terminating this lease at any time during its continuance, and to remove any fences erected by her or them, upon paying all rent in arrear and after first having given the said Clarence L. Turner, his heirs or assigns sixty days notice of his intention to terminate this lease.

AND the said Clarence L. Turner, for himself, his heirs and assigns, hereby covenants with the said Sarah Potts, her personal representatives and assigns, that on the payment by the said lessee of said rent, and the performance of all covenants herein, on her or their part to be performed, he, the said Clarence L. Turner will warrant specially the property hereby demised, and that he will execute such other and further assurances as may be requisite, and also that he, the said Clarence L. Turner, for himself, his heirs and assigns, will enter into a new lease from time to time for another term of ninety nine years, to commence on the expiration of this lease, subject to the same rent and containing the same covenants, so that the demise hereby created may be renewable and renewed from time to time forever, subject to be terminated by the restoration of said

High Cliff Farm, Andover, L. K. Hatfield, Printing Lessee. (Lease Recorded)

Mill Pond and the flooding of same by any future owner, as hereinbefore stipulated.

Witness our hands and seals.

Witness:- CLARENCE L.TURNER. (SEAL).

Frank Whelen, Jr., J.P. MARGARET J.TURNER. (SEAL).

her
SARAH x POTTS. (SEAL).
mark

STATE OF MARYLAND,

KENT COUNTY, to wit;-

I hereby certify that on this 31st. day of December, 1913, before me, the subscriber a Justice of the Peace of the State of Maryland, in and for Kent County, aforesaid, personally appeared Clarence L.Turner and Margaret J.Turner, his wife, Lessors, and Sarah Potts, Lessee, and severally acknowledged the aforegoing Lease or Instrument of writing to be their act and deed.

FRANK WHELEN, JR.

Justice of the Peace.

STATE OF MARYLAND,

KENT COUNTY, Set:-

I hereby certify, that Frank Whelen, Jr., Esquire, before whom the annexed acknowledgment was made, and who has hereunto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland, in and for Kent County, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the hand-writing of the said Justice, and verily believe the signature to be his genuine signature.

Circuit Court Seal

In testimony whereof, I hereunto set my hand and affix the seal of the Circuit Court for Kent County, this 2nd. day of January, A.D.1914.

JAMES T.DIXON.

Clerk of the Circuit Court
for Kent County.

#4099. QUEEN ANNE'S COUNTY, to wit: be it remembered that on the first day of January in the year nineteen hundred and fourteen, the following DEED was brought to be recorded, to wit:-

THIS DEED, made this 31st. day of December, one thousand nine hundred and thirteen, by and between Clarence L.Turner and Margaret J.Turner, his wife, of Kent County and State of Maryland, of the one part, and Sarah Potts, colored, of Queen Anne's County and State aforesaid, of the other part.

WITNESSETH, that in consideration of the sum of One Dollar and for the purpose of establishing a division line between the adjoining lands of said parties, the said Clarence L.Turner and Margaret J.Turner, his wife, do grant and convey, release and quit-claim to and unto the said Sarah Potts, her heirs and assigns, in fee simple, all that tract, piece or parcel of land situate, lying and being in the First Election District of Queen Anne's County, and State of Maryland and being a part of Bennett's Hazard or

Vansant's Meadows, or by whatsoever other name or names the same may be called, and described as follows, that is to say: beginning at a stone set at High Water Mark of Turners Mill Point, now dry, which stone bears from the original beginning stone of "Bennett's Hazard" south 69 deg 09 min east 314 feet and is 17.41 feet below the top of said beginning stone for "Bennetts Hazard" and running with land of R.W.Moffett south 9 deg 06 min west 70 feet to intersect the 14th. line of Vansants Meadows; then with that line, reversed, north 55 deg west 335 feet to the beginning stone of said Bennetts Hazard; then north 6 deg 30 min east 272 feet to a stone set the High Water Mark of said Turners pond; then with the same south 18 deg 45 min east 154 feet; then south 34 deg east 285 feet; then south 89 deg 15 min east 51 feet to the place of beginning and containing 1.50 acres of land, more or less.

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 said tract, piece and parcel of land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Sarah Potts, her heirs and assigns, in fee simple.

AND the said Clarence L.Turner and Margaret J.Turner, covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said land as may be requisite.

Witness, the hands and seals of the said grantors.

Test:- CLARENCE L.TURNER. (SEAL).

Frank Whelen, Jr., J.P. MARGARET J.TURNER. (SEAL).

STATE OF MARYLAND,

KENT COUNTY, to wit:-

I hereby certify, that on this 31st. day of December, in the year one thousand nine hundred and thirteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Kent County aforesaid, personally appeared Clarence L. Turner and Margaret J.Turner, his wife, and each acknowledged the foregoing Deed to be their respective act.

FRANK WHELEN, JR.

Justice of the Peace.

STATE OF MARYLAND,

KENT COUNTY, Set:-

I hereby certify, that Frank Whelen, Jr., Esquire, before whom the annexed acknowledgment was made, and who has hereunto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland, in and for Kent County, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the hand-writing of the said Justice, and verily believe the signature to be his genuine signature.

Recd. Copy for Mr. R.W. Moffett, Chingley, Md. per Grantee.

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:
ELWOOD H. JACKSON
RD#1 BOX 356
CLAYTON DE 19938

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	1600587	

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
X Elwood H Jackson

4. DATE OF DELIVERY
10-11-80

POSTMARK
CLAYTON, DEL
OCT 11 1980
U.S.P.O.

Deliver to addressee only

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO: 1978-272-282

LIBER 14 PAGE 333

LIBER 14 PAGE 334 80/225

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: December Return Day

File No. 6740

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: SARAH POTTS heirs
Route 1, Box 198
Millington, Maryland 21651

You are hereby summoned to the Circuit Court for Queen Anne's County to the December Return Day of this Court, to answer an action at the suit of SAMUEL POTTS
Millington, Maryland 21651

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

Issued 9th day of October, 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 December 16, 1980, the Plaintiff(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Plaintiff(s) Attorney's

Name: James J. White, III
207 Court Street
Address: Chestertown, Maryland 21620
Telephone: 778-0912

Name:

Address:

Marguerite H. Mankin
Clerk

CLERK'S OFFICE
1980 OCT 20 AM 9:05

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 9th day of Oct, 19 80, I executed service of process upon Sarah Potts by delivering and leaving with him a copy of the summons and pleadings.

Non-Est. Subject living in New Castle Del.

Sheriff of Deputy Sheriff D. Clough Q.A. County

FLP/dfp/11/13/80/1&2/

SAMUEL POTTS * IN THE CIRCUIT COURT
Millington, Maryland 21651

Plaintiff

VS * QUEEN ANNE'S COUNTY, MARYLAND

JONES LAKE CORPORATION
Box 137
Massey, Maryland 21650

AND

RALPH K. JACKSON
Route 1, Box 198
Millington, Maryland 21651

AND

ELWOOD H. JACKSON
R.D. #1, Box 356
Clayton, Delaware 19938

AND

JOHN L. EMBERT, JR.
Millington, Maryland 21651

AND

SARAH POTTS HEIRS
Route 1, Box 198
Millington, Maryland 21651

AND

TO ALL OTHER PERSONS UNKNOWN CLAIMING
ANY RIGHT, TITLE, ESTATE, LIEN OR
INTEREST IN THE REAL PROPERTY
DESCRIBED IN THE COMPLAINT, ADVERSE
TO THE PLAINTIFF'S OWNERSHIP, OR ANY
CLOUD UPON PLAINTIFF'S TITLE THERETO

Defendants * EQUITY NO. 6740

* * * * * * *

DEMURRER OF DEFENDANT
JONES LAKE CORPORATION

Now comes Jones Lake Corporation, Defendant, by Floyd L. Parks, its attorney, and demurrers to the Bill of Complaint to Quiet Title, hereinbefore filed by the Plaintiff, for the following reasons:

1. Nowhere in the Bill of Complaint is it alleged that the possession of the Plaintiff is adverse to any party.

2. Nowhere in the Bill of Complaint is it alleged that the possession of the Plaintiff is exclusive.

3. The Bill of Complaint fails to adequately delineate and define the location and boundaries of the parcel of land to which the Plaintiff desires to clear title and the mere reference to a tax map, kept by Queen Anne's County, Maryland, for the purposes of determining tax assessments, is inadequate and not accurate enough from which to ascertain boundaries of real property.

4. That it is clear from the provisions contained in Exhibit 1, attached to the Bill of Complaint, which is a lease dated the 31st day of December, 1913, that the Plaintiff and his predeceasors merely intended to claim and hold leasehold rights and have not alleged any act or acts inconsistant with or adverse to said leasehold rights and, as such, have not stated a claim to any clear and marketable title to the property described.

5. That the Bill of Complaint fails to allege the condition of the lake, which is mentioned in the said lease, and therefore, does not allege facts sufficient to determine whether or not the lease has expired by its own terms because a future owner of Andover Mill property did flood the mill pond.

WHEREFORE, the Defendant respectfully requests that this Honorable Court grant this Demurrer, without leave to amend, costs to be paid by the Plaintiff.

Floyd L. Parks
P. O. Box 224
Chestertown, Maryland 21620
Telephone: 778-2112
Attorney for Defendant Jones Lake Corp.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 14th day of November, 1980, a copy of the foregoing Demurrer was delivered to the law office of James J. White, III, Esquire, Court Street, Chestertown, Maryland, 21620, Attorney for Plaintiff.

Floyd L. Parks

Demurrer sustained with leave to amend
this 14th day of January, 1981.
Clayton C. Carter
Judge

FLP/dfp/11/13/80/1&2/

SAMUEL POTTS	*	IN THE CIRCUIT COURT FOR
Plaintiff		
VS	*	QUEEN ANNE'S COUNTY, MARYLAND
JONES LAKE CORPORATION, et al		
Defendant	*	EQUITY NO. 6740

* * * * * * *

MEMORANDUM IN SUPPORT OF DEMURRER
OF JONES LAKE CORPORATION

Now comes Defendant, Jones Lake Corporation, for its Memorandum in Support of its Demurrer to the Bill of Complaint in this cause hereinbefore filed, averring:

1. In order for a person to gain title to real property by adverse possession in the State of Maryland, he must allege in the Bill of Complaint that his possession of said property for the statutory period was adverse. See Stump v Henry, 6 Md. 201, 61 Am.Dec. 300 (1854).

2. In order for a Plaintiff to gain title to real property by adverse possession in the State of Maryland, he must allege that his possession of said property for the statutory period was exclusive. See Stump v Henry, Supra.

3. Where there were no plats or locations showing just what land was actually occupied, deeds for a portion of the tract made by an ancestor was inadmissable to prove such adverse claim. See Hackett v Webster, 55 A. 480, 97 Md. 404 (1903).

4. Since part of the land claimed is under the provisions of a ground rent which runs for 99 years and is presumably still in effect, before adverse possession can be claimed, there must be an allegation that the rent was not paid for more than twenty (20) years, or that Sarah Potts, the Plaintiff or some of his predeceasors, more than twenty (20) years ago, took some action which was inconsistent with the terms of the lease such as doing some act adverse to the leasehold possession and openly hostile and adverse, to the possession granted under the same.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

The Bill of Complaint claims no such statement and therefore, regarding the right to claim in said leasehold property, the Bill of Complaint states no valid cause of action.

For example, in the case of Phillips v Insley, 77 A. 850, 113 Md. 341, 140 Am.St.Rep. 408 (1910), a lot of ground was granted in 1800 to certain persons as trustees for use as a site for a church, and for no other purpose. It was used for such purpose, until 1845, when it was changed from a chapel to a burying ground and was so used until 1891. Limitations and the prescriptive period did not begin to run until the diversion occurred in 1845. Thus, applying the same principals here, the prescriptive period on a 99 year lease does not begin to run until the lessee, his heirs, legatees or assigns does some act inconsistent with his or her leasehold rights. Similarly, where one takes possession of land with permission, adverse possession does not begin to run until this possession becomes adverse by some specific act done by the possessor or his predeceasor to demonstrate to the party giving permission that the possession has changed from permissive to that which is being done under a claim of right. See Hungerford v Hungerford, 199 A.2d 209, 234 Md. 338 (1964).

5. Since the Bill of Complaint to Quiet Title includes in it, attached thereto, a document which proports to be a lease made on the 31st day of December, 1913, by and between Clarence L. Turner and Margaret J. Turner, his wife, of Kent County, State of Maryland, and Sarah Potts, of Queen Anne's County, State of Maryland, which lease describes a parcel of ground in the bed of old Andover Mill Pond, and further states below that the leasehold interest of 99 years, renewable forever, terminates automatically when,

> "if the present or any future owner of 'Andover Mill Property' shall desire to restore the mill pond, of which the above described property is a part, and flood the same with water, then and in the event the said mill pond being restored and flooded of water, this lease shall terminate and the said future owner may re-eneter upon the property hereby demised and hold the same as if this lease had never been made."

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

Therefore, the Bill of Complaint, in order to effectually state a cause of action, must state the condition of the Mill Pond, as it relates to the said property, and plead that said mill pond has never been restored. If not, then there is a possibility that the leasehold interest in Sarah Potts and any of her heirs, legatees or assigns, has been automatically extinguished when the mill pond was reflooded (which is, in fact, the case here).

THEREFORE, the reasons above cited, the Bill of Complaint does not state a cause of action and the Demurrer of Defendant Jones Lake Corporation should be granted, without leave to amend.

Floyd L. Parks

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 14th day of November, 1980, a copy of the foregoing Memorandum was delivered to the law office of James J. White, III, Esquire, Court Street, Chestertown, Maryland, Attorney for Plaintiff.

Floyd L. Parks

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

SAMUEL POTTS * IN THE CIRCUIT COURT FOR

Plaintiff QUEEN ANNE'S COUNTY, MARYLAND

vs. EQUITY NO. 6740

*

JONES LAKE CORPORATION, et al

Defendants

* * * * * * * * * * *

REQUEST FOR HEARING

The Plaintiff, Samuel Potts, by his attorney, James J. White, III, requests a hearing on Defendant's Jones Lake Corporation's Demurrer in the above entitled matter.

James J. White, III
Attorney for Plaintiff
207 Court Street
Chestertown, Maryland 21620
Phone: 778-0912

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that a copy of the aforgoing Request for a Hearing was sent this 3RD day of December, 1980, to Floyd L. Parks, P.O. Box 224, Chestertown, Maryland 21620, Attorney for Defendant Jones Lake Corporation.

James J. White, III
Attorney for Plaintiff

RECEIVED
CLERK. CIRCUIT COURT
1980 DEC -5 AM 9:45
QUEEN ANNE'S COUNTY

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

SAMUEL POTTS Millington, Maryland 21651 Plaintiff vs. JONES LAKE CORPORATION Box 137 Massey, Maryland 21650 and RALPH K. JACKSON Route 1, Box 198 Millington, Maryland, 21651 and ELWOOD H. JACKSON R.D. #1, Box 356 Clayton, Delaware 19938 and JOHN L. EMBERT, JR. Millington, Maryland 21651 and SARAH POTTS HEIRS Route 1, Box 198 Millington, Maryland 21651 and TO ALL OTHER PERSONS UNKNOWN CLAIMING ANY RIGHT, TITLE, ESTATE, LIEN OR INTEREST IN THE REAL PROPERTY DESCRIBED IN THE COMPLAINT ADVERSE TO THE PLAINTIFF'S OWNERSHIP, OR ANY CLOUD UPON PLAINTIFF'S TITLE THERETO Defendants	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND EQUITY NO. 6740

* * * * * * *

FIRST AMENDED BILL OF COMPLAINT TO QUIET TITLE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Samuel Potts, by his attorney, James J. White, III, and files this proceeding pursuant to the Real Property Article, Sec. 14-108 for a Bill of Complaint To Quiet Title as follows:

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

1. That the Plaintiff, Samuel Potts is a resident of Queen Anne's County, Maryland, and that he and his predecessors in title have been in open, continuous, exclusive, adverse, notorious, and uninterrupted possession of all of that land in the First Election District of Queen Anne's County, Mayrland, described as Parcel No. 21 of Map No. 7, (Deed References WFS 4, folios 451 and 453, etc.) with improvements therein, since before 1914, which possession has been in good faith and under the evidence of title and that he does hereby specifically plead prescription for a period of over twenty (20) years.

2. That the Plaintiff's Grandmother, Sarah Potts, according to the tax records of Queen Anne's County, Maryland, has owned part of the property since before 1914, and entered into a 99 year lease for the remaining part of the land, and all parties to the lease are deceased and that for a period of over twenty (20) years Samuel Potts and his predecessors have held that land formerly leased outrightly and adversely to the lessor's interest eventhough there has been no change in the property described in the leasehold since it's inception. That Samuel Potts and his predecessors have caused the taxes to be paid every year since 1914 and seen that the land has been kept clear and productive. (See Plaintiff's Exhibits No. 1 and 2).

3. That there was a survey of the object property done in January, 1981, by Ronald K. Schrader, Registered Surveyor, a copy of which is attached hereto as Plaintiff's Exhibit No. 3.

4. That Samuel Potts is unaware of the whereabouts of any other successors in interest to the property because of the longevity of their absence from or interest in the premises and that Samuel Potts has been in open, continuous, exclusive, adverse, and notorious possession of the property, claiming title

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

thereto since his Grandmother's death, as she had before him, until the present date.

5. That according to the tax map as aforementioned, Jones Lake Corporation is the owner of an adjoining parcel of land which borders on the Northeast, North and West of the object property, which have deeds to it's property recorded in the Land Records for Queen Anne's County, Maryland, in Liber W.F.W. No. 4, Folio 453 and Liber C.W.C. No. 52, Folio 336.

6. That another joining property owner on the South is Ralph K. Jackson, whose land is held by virtue of deeds recorded in the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 85, Folios 37 and 38.

7. That another joining property owner on the West is Elwood K. Jackson, whose land is held by virtue of a deed recorded in the Land Records for Queen Anne's County, Maryland, in Liber C.W. C. No. 47, Folio 396.

8. That another joining property owner on the East is John L. Embert, Jr., whose land is held by virtue of an estate known as O. C. 4103 recorded in the Register of Wills Office for Queen Anne's County, Maryland.

9. That the Land is titled in the records of the Tax Assessment Office for Queen Anne's County, Maryland, as belonging to "Sarah Potts Heirs", but that the Plaintiff, Samuel Potts, is unaware of any heirs of Sarah Potts except for himself.

10. That the Plaintiff is desirous of having a clear title to his property and has no adequate remedy at law.

WHEREFORE, it is respectively prayed that this Honorable Court;

1. Declare that the property mentioned in this First Amended Bill Of Complaint To Quiet Title be the property of the

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

Plaintiff.

2. Appoint a Trustee to convey a clear and marketable title to the property of the Plaintiff.

3. And, for such other and further relief as the nature of this cause may require.

AND, AS IN DUTY BOUND, ETC.

James J. White, III
Attorney for Plaintiff, Samuel Potts
207 Court Street
Chestertown, Maryland 21620
Telephone: (301) 778-0912

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 16th day of January, 1981, a copy of the aforegoing First Amended Bill Of Complaint To Quiet Title was delivered to Floyd L. Parks, Esquire, at his law office, Court Street, Chestertown, Maryland, 21620.

James J. White, III
Attorney for Plaintiff, Samuel Potts

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

Circuit Court Seal

In testimony whereof, I hereunto set my hand and affix the seal of the Circuit Court for Kent County, this 2nd. day of January A.D.1914.

JAMES T. DIXON.

Clerk of the Circuit Court for Kent County.

#4098.

QUEEN ANNE'S COUNTY, to wit: be it remembered that on the first day of January in the year nineteen hundred and fourteen, the following LEASE was brought to be recorded, to wit:-

THIS LEASE, made this 31st. day of December, 1913, by and between Clarence L. Turner and Margaret J. Turner, his wife, of Kent County, State of Maryland, of the one part, and Sarah Potts, colored, of Queen Anne's County and State aforesaid of the other part.

WITNESSETH, that the said Clarence L. Turner and Margaret J. Turner, his wife, in consideration of the rent hereinafter expressed to be paid, do hereby demise and lease unto the said Sarah Potts, her personal representatives and assigns, all that tract, piece or parcel of meadow land, in bed of the old Andover Mill Pond situated and being in the First Election District of Queen Anne's County, State of Maryland, and being a part of a tract of land called "Vansant's Meadows" and lying north or north east of the land conveyed to the said Sarah Potts by the said Clarence L. Turner, and wife, by deed bearing even date herewith whereby the division line between the lands of the said Clarence L. Turner and the said Sarah Potts was established, and extending from the division line between the lands of Sarah Potts and R.W. Moffett and the division line between Sarah Potts and C.L. Turner to the bed of a stream called Andover Branch as it now runs through the said "Vansants Meadow" and Bennetts Hazard and between the fences erected or to be erected on the northerly, easterly and westerly sides of said demised property, also that land north of the 14th. 60 per. line of Vansant's Meadows, being also the 45th. line of Andover Mills, as surveyed and laid down in old Plots of 1820.

To Have and To Hold the above demised property unto the said Sarah Potts, her personal representatives and assigns, for the term of ninety nine years, beginning on the day of the date of those presents; she, the said Sarah Potts her personal representatives or assigns, yielding and paying therefor in each and every year commencing on the first day of January 1914, during the continuance of this demise unto the said Clarence L. Turner, his heirs and assigns, the rent or yearly sum of One Dollar ($1.00).

AND the said Sarah Potts covenants and agrees to fence and keep fenced at her own expense the easterly and westerly sides of said demised premises and around said stream between said lines during the continuance of this lease.

AND the said Sarah Potts, for herself and her heirs and assigns, does hereby covenant and agree that she will not cut wood or otherwise trespass upon any part of "Vansant's Meadows" or the meadow or bed of the said old mill pond included in said "Vansant's Meadows" and not embraced within the lines of the property hereby demised.

IT is further agreed by said Sarah Potts, her heirs and assigns, that the said present or future owners of Andover Mills, shall have the right of way over the said Potts

land, into and out of the said Andover Mill Property, adjoining the said Potts lands; and that the said owners of Andover Mills shall have the right to pasture over the lot now owned by the said Sarah Potts, lying between the south line of old Race and high water mark of said Mill Pond; this pasturage not to be had when said lot or strip of land is in tillage. Further, when for any reason, this lease shall have been declared void, all right of way, pasture rights, or other provisions contained therein, shall cease.

PROVIDED, that if the said rent shall be in arrear, in whole or in part, at any time, or if the said Sarah Potts, her personal representatives or assigns, shall fail to fence and keep fenced the northerly, easterly and westerly sides of said demised premises, or either of them, then it shall be lawful for the said Clarence L. Turner, his heirs or assigns, to re-enter upon the property hereby demised and hold the same as if this lease had never been made, after first having given the said Sarah Potts, her personal representatives or assigns, ninety days previous notice of his intention to re-enter upon the said property unless said rent in arrear be paid or said fences be erected before the expiration of said ninety days, or if the said Sarah Potts, her heirs or assigns shall cut wood or otherwise trespass upon any part of "Vansant's Meadows" or the meadow or bed of the said old Mill Pond included in said "Vansants Meadows" and not included within the lines of the property hereby demised then it shall be lawful for the said Clarence L. Turner, his heirs or assigns, to re-enter upon the property hereby demised and hold the same as if this lease had never been made, provided that said re-entry be made within six months after the commission of any act of trespass or cutting wood as aforesaid.

AND PROVIDED, further, that if the present or any future owner of "Andover Mill Property" shall desire to restore the Mill Pond, of which the above described property is a part, and flood the same with water, then and in event of the said Mill Pond being restored and flooded with water this lease shall terminate and said future owner may re-enter upon the property hereby demised and hold the same as if this lease had never been made.

AND PROVIDED, further that the said Sarah Potts, her personal representatives or assigns, shall have the right and privilege of terminating this lease at any time during its continuance, and to remove any fences erected by her or them, upon paying all rent in arrear and after first having given the said Clarence L. Turner, his heirs or assigns sixty days notice of his intention to terminate this lease.

AND the said Clarence L. Turner, for himself, his heirs and assigns, hereby covenants with the said Sarah Potts, her personal representatives and assigns, that on the payment by the said lessee of said rent, and the performance of all covenants herein, on her or their part to be performed, he, the said Clarence L. Turner will warrant specially the property hereby demised, and that he will execute such other and further assurances as may be requisite, and also that he, the said Clarence L. Turner, for himself, his heirs and assigns, will enter into a new lease from time to time for another term of ninety nine years, to commence on the expiration of this lease, subject to the same rent and containing the same covenants, so that the demise hereby created may be renewable and renewed from time to time forever, subject to be terminated by the restoration of said

High Cliff of rent limited to Effectively limiting duration (who signature proved)

Mill Pond and the flooding of same by any future owner, as hereinbefore stipulated.

Witness our hands and seals.

Witness:- CLARENCE L. TURNER. (SEAL).

Frank Whelen, Jr., J.P. MARGARET J. TURNER. (SEAL).

SARAH her x mark POTTS. (SEAL).

STATE OF MARYLAND,

KENT COUNTY, to wit;-

I hereby certify that on this 31st. day of December, 1913, before me, the subscriber a Justice of the Peace of the State of Maryland, in and for Kent County, aforesaid, personally appeared Clarence L. Turner and Margaret J. Turner, his wife, Lessors, and Sarah Potts, Lessee, and severally acknowledged the aforegoing Lease or Instrument of Writing to be their act and deed.

FRANK WHELEN, JR.

Justice of the Peace.

STATE OF MARYLAND,

KENT COUNTY, Set:-

I hereby certify, that Frank Whelen, Jr., Esquire, before whom the annexed acknowledgment was made, and who has hereunto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland, in and for Kent County, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the hand-writing of the said Justice, and verily believe the signature to be his genuine signature.

Circuit Court Seal

In testimony whereof, I hereunto set my hand and affix the seal of the Circuit Court for Kent County, this 2nd. day of January, A.D.1914.

JAMES T. DIXON.

Clerk of the Circuit Court
for Kent County.

#4099. QUEEN ANNE'S COUNTY, to wit: be it remembered that on the first day of January in the year nineteen hundred and fourteen, the following DEED was brought to be recorded, to wit:-

THIS DEED, made this 31st. day of December, one thousand nine hundred and thirteen, by and between Clarence L. Turner and Margaret J. Turner, his wife, of Kent County and State of Maryland, of the one part, and Sarah Potts, colored, of Queen Anne's County and State aforesaid, of the other part.

WITNESSETH, that in consideration of the sum of One Dollar and for the purpose of establishing a division line between the adjoining lands of said parties, the said Clarence L. Turner and Margaret J. Turner, his wife, do grant and convey, release and quit-claim to and unto the said Sarah Potts, her heirs and assigns, in fee simple, all that tract, piece or parcel of land situate, lying and being in the First Election District of Queen Anne's County, and State of Maryland and being a part of Bennett's Hazard or

Vansant's Meadows, or by whatsoever other name or names the same may be called, and described as follows, that is to say: Beginning at a stone set at High Water Mark of Turners Mill Pond, now dry, which stone bears from the original beginning stone of "Bennett's Hazard" south 69 deg 09 min east 314 feet and is 17.41 feet below the top of said beginning stone for "Bennetts Hazard" and running with land of R.W.Moffett south 9 deg 06 min west 70 feet to intersect the 14th. line of Vansants Meadows; then with that line, reversed, north 55 deg west 335 feet to the beginning stone of said Bennetts Hazard; then north 6 deg 30 min east 272 feet to a stone set the High Water Mark of said Turners pond; then with the same south 18 deg 45 min east 154 feet; then south 34 deg east 285 feet; then south 89 deg 15 min east 51 feet to the place of beginning and containing 1.50 acres of land, more or less.

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 said tract, piece and parcel of land and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Sarah Potts, her heirs and assigns, in fee simple.

AND the said Clarence L.Turner and Margaret J.Turner, covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said land as may be requisite.

Witness, the hands and seals of the said grantors.

Test:- CLARENCE L.TURNER. (SEAL).

Frank Whelen, Jr., J.P. MARGARET J.TURNER. (SEAL).

STATE OF MARYLAND,

KENT COUNTY, to wit:-

I hereby certify, that on this 31st. day of December, in the year one thousand nine hundred and thirteen, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Kent County aforesaid, personally appeared Clarence L. Turner and Margaret J.Turner, his wife, and each acknowledged the foregoing Deed to be their respective act.

FRANK WHELEN, JR.
Justice of the Peace.

STATE OF MARYLAND,

KENT COUNTY, Set:-

I hereby certify, that Frank Whelen, Jr., Esquire, before whom the annexed acknowledgment was made, and who has hereunto subscribed his name, was at the time of so doing a Justice of the Peace of the State of Maryland, in and for Kent County, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the hand-writing of the said Justice, and verily believe the signature to be his genuine signature.

Filed Original Instrument & Affidavit Washington Trust Co.

FLP/dfp/2/16/81/1&2/

LIBER 14 PAGE 348

SAMUEL POTTS	*	IN THE CIRCUIT COURT FOR
VS	*	QUEEN ANNE'S COUNTY, MARYLAND
JONES LAKE CORPORATION, et al	*	EQUITY NO. 6740

* * * * * * *

ANSWER OF DEFENDANT JONES LAKE CORPORATION
TO FIRST AMENDED BILL OF COMPLAINT
TO QUIET TITLE

Now comes Jones Lake Corporation, by Floyd L. Parks, its attorney, for its Answer to the First Amended Bill of Complaint to Quiet Title, hereinbefore filed in this cause, stating:

1. That it admits the allegations contained in Paragraphs No. 3 and 5 of said Bill of Complaint.

2. That it denies the allegations contained in Paragraphs No. 1, 2, 4 and 10 of said Bill of Complaint.

3. That it neither admits or denies the allegations contained in Paragraphs No. 6, 7, 8 and 9 of said Bill of Complaint, having no knowledge as to these said claims.

WHEREFORE, said Jones Lake Corporation, having duly answered said First Amended Bill of Complaint to Quiet Title, it is respectfully prayed that this Honorable Court dismiss said Bill of Complaint, taxing costs against the Plaintiff.

Floyd L. Parks, Attorney for Jones Lake Corporation
P. O. Box 224
Chestertown, Maryland 21620
Telephone: 778-2112

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 17th day of February, 1981, a copy of the foregoing Answer was delivered to the law office of James J. White, III, Esquire, Court Street, Chestertown, Maryland, Attorney for Plaintiff.

Floyd L. Parks

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

FLP/dfp/3/10/81/1&6/

SAMUEL POTTS
VS
JONES LAKE CORPORATION

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY NO. 6740

STIPULATION OF PARTIES AND WAIVER OF DEFENSES

Now comes Samuel Potts, by James J. White, III, Esquire, his attorney, Plaintiff, and Jones Lake Corporation, by Floyd L. Parks, Esquire, its attorney, Defendant, both respectfully request that this Honorable Court consider the attached Agreement of the parties dated April 2,1981, by and through which the parties have settled their rights and differences concerning the property which is the subject of the First Amended Bill of Complaint in this cause, and include the provisions of said Agreement between the parties in its Decree and Final Order herein.

The parties further stipulate that, should the Court include the provisions of said Agreement in its Decree, they both waive any further rights in and to each other's property in any defenses or causes of action that each may have against the other concerning the same, both hereby specifically consenting to the Courts' passing a Decree as herein prayed.

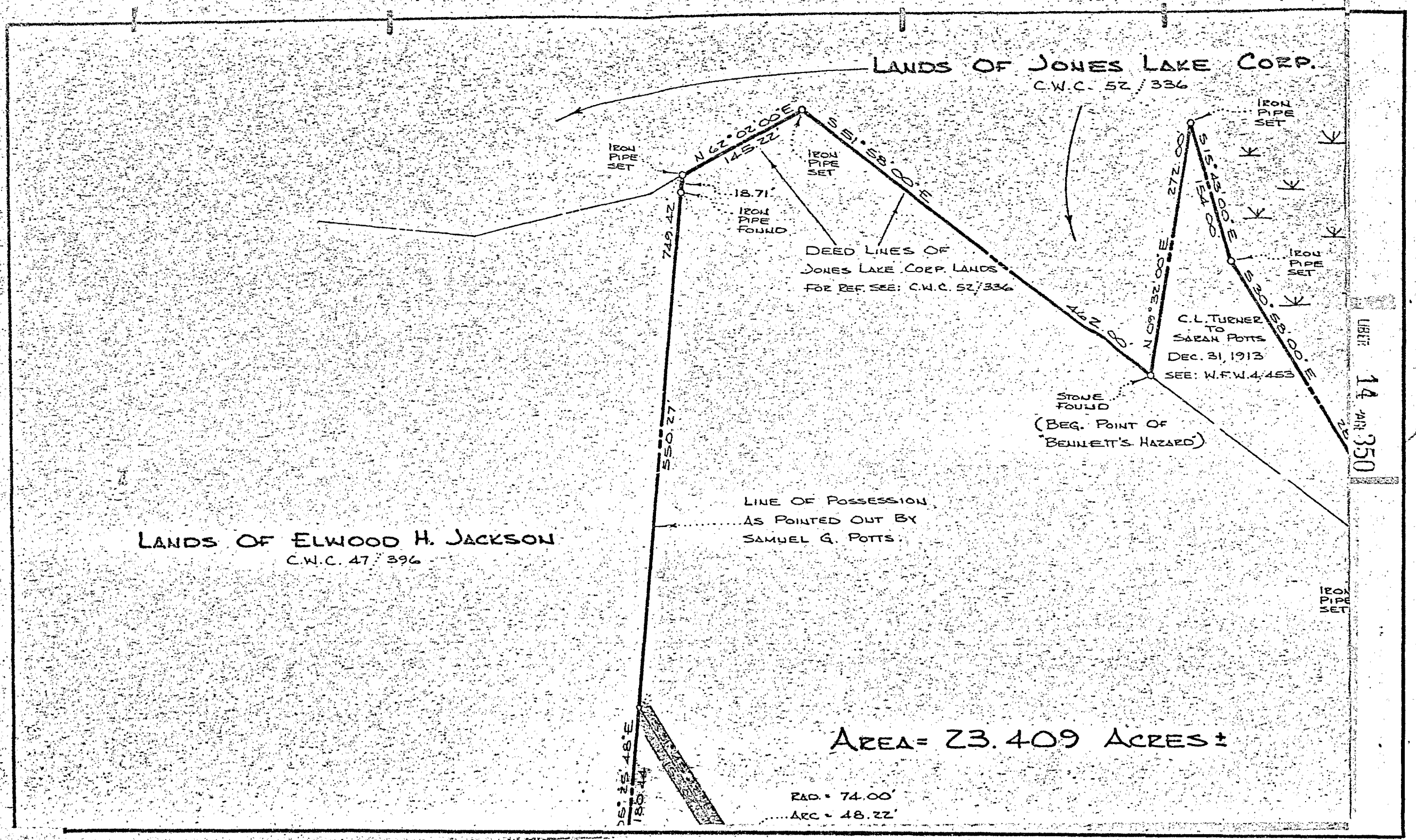
The parties further stipulate and respectfully request that the Court tax all costs in this action to the Plaintiff, Samuel Potts.

AND, as in duty bound, etc.

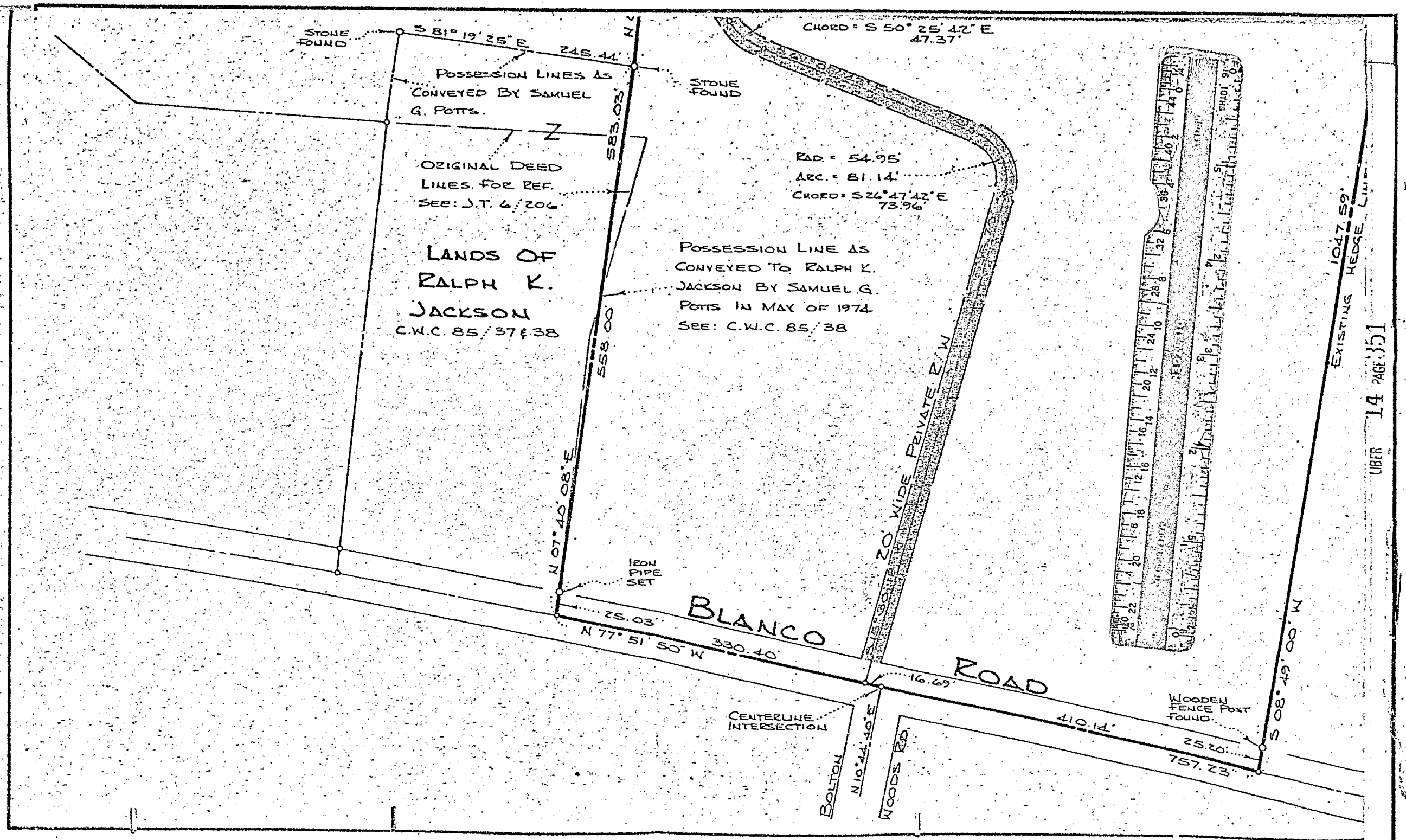
James J. White, III, Esquire, Attorney for Samuel Potts

Floyd L. Parks, Esquire, Attorney for Jones Lake Corporation

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112



LIBER 14 PAR 350



LIBER 14 PAGE 151

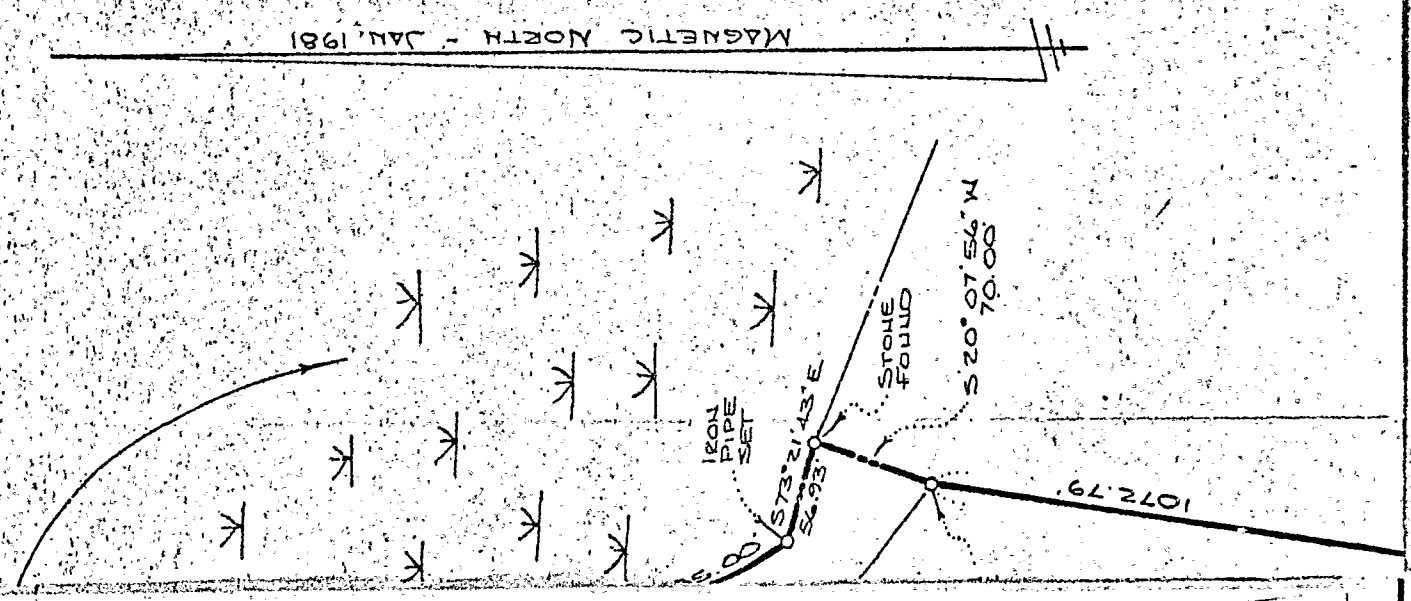
JOHN L. EMBERT, JR. LANDS
O.C. 4103
FOR REF. SEE: J.F.R. 1/324

LINE OF POSSESSION SURVEY OF THE
SARAH POTTS ESTATE
FIRST DISTRICT, QUEEN ANNE'S CO. MARYLAND

SCALE: 1" = 100' DATE: JAN. 1981

RONALD K. SCHRADER, REG. SURVEYOR
CHESTERTOWN, MD.

PLAT NO. 110



LIBER 14 PAGE 353

FLP/dfp/3/10/81/1&6/

LIBER 14 PAGE 354

PROPERTY LINE AGREEMENT

WHEREAS, the undersigned, Samuel Potts, has filed a Bill of Complaint in the Circuit Court for Queen Anne's County, Maryland, being Equity No. 6740, wherein he is attempting to quiet title to certain real estate located in the First Election District of Queen Anne's County, Maryland, and further described in said Bill of Complaint and delineated in a survey, a copy of which has been filed in said proceeding along with the First Amended Bill of Complaint therein, entitled "Line of Possession Survey of the Sarah Potts Estate, First District, Queen Anne's County, Maryland, Ronald K. Schrader, Registered Surveyor, Chestertown, Maryland," dated January, 1981; and

WHEREAS, the undersigned, Jones Lake Corporation, by Charles A. Gemberling, being the owner of property abutting the north side of the parcel depicted and claimed in said survey by the said Samuel Potts, has filed an Answer to said Bill of Complaint and to said First Amended Bill of Complaint contesting the same; and

WHEREAS, both the said Samuel Potts, and the said Jones Lake Corporation, desire by this Agreement, to set forth and forever delineate the property line between the property described in said survey and the lands of Jones Lake Corporation and further desire to set forth specifically the rights of said parties concerning said land;

NOW, THEREFORE, this Agreement, by and between SAMUEL POTTS, party of the first part, and JONES LAKE CORPORATION, party of the second part, made this 2 day of April, 1981, in consideration of these premises, forbearance of suit and other good and valuable consideration, the parties hereby agree that the northern calls and boundaries between their respective above described properties, are to be as set forth in the above described January, 1981, survey of the said Sarah Potts Estate, made by Ronald K. Schrader, Registered Surveyor, Chestertown, Maryland, said lines being further described as:

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

"BEGINNING at an iron pipe set at the north end of the property line of the property being claimed by Samuel Potts, and the lands now or formerly of Elwood H. Jackson and running from thence North 62 degrees 2 minutes 00 seconds East 145.22 feet to an iron pipe set; thence, South 51 degrees 58 minutes 00 seconds East 462.00 feet to a stone found, being designated as a beginning point of Bennett's Hazard on said survey; thence, North 09 degrees 32 minutes 00 seconds East 272.00 feet to an iron pipe set; thence, South 15 degrees 43 minutes 00 seconds East 154.00 feet to an iron pipe set; thence, South 30 degrees 58 minutes 00 seconds East 285.00 feet to an iron pipe set; and thence, South 73 degrees 21 minutes 43 seconds East 56.93 feet to a stone found, being the northern edge of a line between the property being claimed by Samuel Potts and the lands now or formerly of John L. Embert, Jr."

AND the parties further agree that the said Samuel Potts, his heirs, personal representatives or assigns, shall claim no riparian rights in and to the Lake, waters and streams which are presently located on the lands of Jones Lake Corporation and shall not, at any time, further claim the right to fish, hunt, pump water or otherwise use or go upon the pond, lake, stream, waters or lands of Jones Lake Corporation, located to the north of the lands being claimed by Samuel Potts, which are described in said Schrader Survey.

AND the parties further agree that Jones Lake Corporation will forthwith cause a copy of this Agreement to be filed before the Court in said above described Court action, and both will request that the Circuit Court include the provisions hereof in any Decree signed in said lawsuit, and that, if this occurs, said Jones Lake Corporation will not further defend or otherwise obstruct or attempt to obstruct said Samuel Potts' achieving the relief sought in his said First Amended Bill of Complaint in said action.

Witness:

Nancy Lece

Samuel G. Potts (SEAL)
Samuel Potts

JONES LAKE CORPORATION

Martha S. Gemberling
Secretary

BY Charles A. Gemberling (SEAL)
President

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

STATE OF MARYLAND, COUNTY OF Kent, to wit:

I HEREBY CERTIFY, that on this 2nd day of April, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Samuel Potts, and he acknowledged the foregoing Property Line Agreement to be his act.

AS WITNESS my hand and Notarial Seal.

Notary Public

JANE A. SPRAY NOTARY PUBLIC KENT COUNTY MD.

My commission expires:

7-1-82

STATE OF New Jersey, COUNTY OF Burlington, to wit:

I HEREBY CERTIFY, that on this 23 day of April, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charles A. Gemberling, who acknowledged himself to be the President of Jones Lake Corporation, a corporation, and that he, as such President, being authorized so to do, executed the aforegoing Property Line Agreement for the purposes therein contained, by signing the name of the corporation by himself as President, attested by its Secretary.

AS WITNESS my hand and Notarial Seal.

Patricia Vondukall

Notary Public

My commission expires:

5/2/81

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2112

SAMUEL POTTS

Vs.

JONES LAKE CORPORATION, ET AL

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY,

MARYLAND

EQUITY NO. 6740

AFFIDAVIT OF POSTING

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I, JAMES J. WHITE, III, Attorney for the Complainant, Samuel Potts, hereby make oath that a copy of the Bill of Complaint To Quiet Title in the above encaptioned matter was posted on the Samuel Potts property which is the object property of this action for the proscribed period of time for the giving of notice to defendants of this action. Said copy of the Bill of Complaint to Quiet Title was posted by a deputy sheriff of Queen Anne's County, Maryland who is no longer in the employment of the Queen Anne's County Sheriff's Office and the Sheriff of Queen Anne's County is aware of the posting but not aware of the dates thereof.

James J. White, III
Attorney for Complainant

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, That on this 30th day of June, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Kent, personally appeared James J. White, III, attorney for Samuel Potts, the Complainant in the above entitled matter, and he made oath in due form of law that the matters and facts set forth in the aforegoing Affidavit of Posting are true to the best of his knowledge,

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

information and belief.

AS WITNESS my hand and Notarial Seal.

PATRICIA L. CONLEY NOTARY PUBLIC Kent Co., Md.

Patricia L. Conley
Notary Public

My Commission Expires:
July 1st, 1982

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

SAMUEL POTTS
Millington, Maryland 21651

Plaintiff

Vs.

JONES LAKE CORPORATION
Box 137
Massey, Maryland 21650

and

RALPH K. JACKSON
Route 1, Box 198
Millington, Maryland 21651

and

ELWOOD H. JACKSON
R.D. #1, Box 356
Clayton, Delaware 19938

and

JOHN L. EMBERT, JR.
Millington, Maryland 21651

and

SARAH POTTS HEIRS
Route 1, Box 198
Millington, Maryland 21651

and

TO ALL OTHER PERSONS UNKNOWN
CLAIMING ANY RIGHT, TITLE,
ESTATE, LIEN OR INTEREST IN THE REAL
PROPERTY DESCRIBED IN THE
COMPLAINT, ADVERSE TO THE PLAINTIFF'S
OWNERSHIP, OR ANY CLOUD UPON
PLAINTIFF'S TITLE THERETO
ADDRESS UNKNOWN

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

MARYLAND

EQUITY NO. 6740

AMENDED ORDER OF PUBLICATION

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

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

in said land.

THE BILL OF COMPLAINT STATES:

1. That the Plaintiff, Samuel Potts, is a resident of Queen Anne's County, Maryland, and that he and his predecessors in title have been in open, notorious, peaceful, continuous, actual and uninterrupted possession of Parcel No. 22 of Map No. 7 of the Assessments Maps of Queen Anne's County, Maryland, with improvements therein, since before 1914, which possession has been in good faith and under the evidence of titla and that he does specifically plead prescription for a period of over twenty (20) years.

2. That the Plaintiff's Grandmother, Sarah Potts, according to the tax records of Queen Anne's County, Maryland, has owned part of the property since before 1914, and entered into a 99-year lease for the remaining part of the land, and all !arties to the lease are deceased. That Samuel Potts and his predecessors have caused the taxes to be paid every year since 1914 and have seen that the land has been kept clear and productive.

3. That Samuel Potts is unaware of the whereabouts of any other successors in interest to the property because of the longevity of their absence from or interest in the premises and that Samuel Potts has had an open, notorious, peaceful, continuous, actual and uninterrupted possession of the property since his Grandmother's death until the present date.

4. That according to the tax map as aforementioned, Jones Lake Corporation is the owner of an adjoining parcel of land which borders on the Northeast, North and West of the object property, which deeds to it's property have been recorded in the Land Records for Queen Anne's County, Maryland, in Liber W.F.W. No. 4, Folio 453, and Liber C.W.C. No. 52, Folio 336.

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
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778-0912

5. That another joining property owner on the South is Ralph K. Jackson, whose land is held by virtue of deeds recorded in the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 85, Folios 37 and 38.

6. That another joining property owner on the West is Elwood K. Jackson whose land is held by virtue of a deed recorded in the Land Records for Queen Anne's County, Maryland in Liber C.W.C. No. 47, Folio 396.

7. That another joining property owner on the East is John L. Embert, Jr., whose land is held by virtue of an estate known as O.C. 4103 recorded in the Register of Wills Office for Queen Anne's County, Maryland.

8. That the land is titled in the Records of the Tax Assessment Office for Queen Anne's County, Maryland, as belonging to "Sarah Potts Heirs", but that the Plaintiff, Samuel Potts, is unaware of any heirs of Sarah Potts except for himself.

9. That the Plaintiff is desirous of having a clear title to his property and has no adequate remedy at law.

IT IS THEREUPON ORDERED by the Circuit Court for Queen Anne's County, Maryland, sitting in Equity, this 9th day of October, 1981, that the Defendants, whose addresses are unknown, are hereby notified that the Plaintiff, Samuel Potts, has filed the above entitled action to quiet title to the lands herein described, naming the above Defendants, whose addresses are unknown.

THE ABOVE NAMED DEFENDANTS WHOSE ADDRESSES ARE UNKNOWN, ARE HEREBY WARNED THAT FAILURE TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE December 15 19 81, MAY RESULT IN THE CASE PROCEEDING AGAINST THEM BY DEFAULT.

JAMES A. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0812

Marguerite W. Mankin

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

Filed: October 9, 1981

LIBER 14 PAGE 362

SAMUEL POTTS	*	IN THE CIRCUIT COURT
	*	FOR
Plaintiffs	*	QUEEN ANNE'S COUNTY,
vs.	*	MARYLAND
	*	EQUITY NO. 6740
JONES LAKE CORPORATION, et al	*	
Defendants	*	

* * * * * * *

AFFIDAVIT OF POSTING OF AMENDED ORDER OF PUBLICATION

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

I, WALTER E. CLOUGH, Sheriff of Queen Anne's County, State of Maryland, make oath that I personally posted a copy of the Amended Order Of Publication in the above entitled case on the property of Samuel Potts pursuant to Maryland Rule No. 111 on the 13th day of October, 1981, and such Order remained there continuously to the 18th day of January, 1982.

Deputy Robert W. Turner Sr.
Walter E. Clough
Sheriff, Queen Anne's County,
State of Maryland

SUBSCRIBED AND SWORN to before me, a Notary Public of the State of Maryland, in and for the County of Kent, this 18th day of January, 1982.

JANE A. SPRAY NOTARY PUBLIC KENT COUNTY, MD.

Jane A. Spray
Notary Public
My Commission Expires: 7/1/82

FILED
JAN 20 1982
CIRCUIT COURT
QUEEN ANNE'S CO.

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

SAMUEL POTTS	*	IN THE CIRCUIT COURT
Plaintiffs	*	FOR
vs.	*	QUEEN ANNE'S COUNTY,
JONES LAKE CORPORATION, et al	*	MARYLAND
		EQUITY NO. 6740
Defendants	*	

* * * * * * *

AFFIDAVIT OF POSTING OF AMENDED ORDER OF PUBLICATION

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

I, ROBERT W. TIMMS, Sr., Deputy Sheriff of Queen Anne's County, State of Maryland, make oath that I personally posted a copy of the Amended Order of Publication in the above entitled case on the property of Samuel Potts pursuant to Maryland Rule No. 111 on the 13th day of October, 1981, and such Order remained there continuously to the 18th day of January, 1982.

Robert W. Timms, Sr.
Robert W. Timms, Sr.,
Deputy Sheriff, Queen Anne's County,
State of Maryland

SUBSCRIBED AND SWORN to before me, a Notary Public of the State of Mayrland, in and for the County of Kent, this 26th day of January, 1982.

Jane A. Spray
Jane A. Spray
Notary Public
My Commission Expires: 7/1/82

JANE A. SPRAY NOTARY PUBLIC KENT COUNTY, MD.

JAMES J. WHITE, III
107 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0312

LIBER 14 PAGE 364

SAMUEL POTTS	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY,
vs.	*	MARYLAND
JONES LAKE CORPORATION, et al	*	EQUITY NO. 6740

* * * * * * *

DECREE PRO CONFESSO

There coming on to be heard the motion of Plaintiff Samuel Potts, for a decree pro confesso against the Defendants Ralph K. Jackson, Elwood H. Jackson, John L. Embert, Jr., Sarah Potts Heirs, all other persons unknown claiming any right, title, estate, lien or interest in the real propery described in the complaint, adverse to the Plaintiff's ownership, or any cloud upon Plaintiff's title thereto to the land in Queen Anne's County, Maryland, described as follows:

BEGINNING FOR THE SAME at a point in the centerline of Blanco Road at the intersection of the division line between the herein described lands and the lands of John L. Embert, Jr. (see: O.C. 4103) as shown on the plat attached hereto.

THENCE leaving said beginning point so fixed and binding along the center of Blanco Road, North 77°51'50" West 757.23 feet to a point at the southeasternmost corner of the lands of Ralph K. Jackson (see: C.W.C. 85/37 & 38). Passing in transit the centerline intersection with Bolton Woods Road 410.14 feet from the beginning thereof.

THENCE leaving Blanco Road and binding along a line of possession between the aforesaid Jackson lands and the herein described lands, North 07°40'08" East 583.03 feet to a stone found. Passing in transit an iron pipe set 25.03 feet from the beginning thereof.

THENCE leaving the aforesaid Ralph K. Jackson lands and binding along a line of possession between the herein described lands and the lands of Elwood H. Jackson (see: C.W.C. 47/396), North 05°25'48" East 749.42 feet to an iron pipe set along the division line between the herein described lands and the lands of Jones Lake Corporation (see: C.W.C. 52/336). Passing in transit an iron pipe found 18.71 feet from the end thereof.

THENCE leaving the lands of Elwood H. Jackson and binding along the last mentioned division line the six (6) following courses and distances; North 62°02'00" East 145.22 feet to an iron pipe set, South 51°58'00" East 462.00 feet to a stone found which is referred to as the original beginning stone of "Bennett's Hazard", North 09°32'00" East 272.00 feet to an iron pipe set, South 15°43.00" East 154.00 feet to an iron pipe set, South 30° 58.00" East 285.00 feet to an iron pipe set and South 73°21'43" East 56.93 feet to a stone found.

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

THENCE leaving the lands of Jones Lake Corporation and binding along the first mentioned division line, the two (2) following courses and distances; South 20° 07' 56" West 70.00 feet to an iron pipe set and South 08° 49' 00" West 1072.79 feet, along an existing hedge line, to the place of beginning. Passing in transit a large wooden fence post 25.20 feet from the end thereof. Containing in all 23.409 acres of land more or less as surveyed by Ronald K. Schrader, Registered Property Line Surveyor in January of 1981.

RESERVING the right to use in common with others a twenty foot wide private right-of-way running through the above described lands for access to and from the lands of Elwood H. Jackson. The centerline of the aforesaid right-of-way being described as follows;

BEGINNING FOR THE SAME at a point along the third or North 05° 25' 48" East 749.42 feet line of the herein above described parcel of land. Said beginning point further being located North 05° 25' 48" East 180.44 feet from a stone found at the beginning of the aforesaid line.

THENCE leaving said beginning point so fixed and binding along the center of an existing gravel lane South 31° 45' 42" East 153.04 feet to a point of curvature.

THENCE binding along an arc of a curve to the left, 48.22 feet to a point of tangency. Said curve having a radius of 74.00 feet and scribed by a chord of South 50° 25' 42" East 47.37 feet.

THENCE South 69° 05' 42" East 236.50 feet to a point of curvature.

THENCE binding along an arc of a curve to the right 81.14 feet to a point of tangency. Said curve having a radius of 54.95 feet and scribed by a chord of South 26° 47' 42" East 73.96 feet.

THENCE South 15° 30' 18" West 535.70 feet to a point in the centerline of Blanco Road. Said point being located North 77° 51' 50" West 16.69 feet from the centerline intersection of the aforesaid Blanco Road with Bolton Woods Road.

BEING the same property described in a survey prepared by Ronald K. Schrader, Registered Surveyor, in January of 1981, a copy of which plat was recorded along with a property line agreement between Samuel Potts and Jones Lake Corporation, recorded in the Land Records for Queen Anne's County, Maryland on April 30, 1981, in Liber M.W.M. No. 174, folio 654; AND FURTHER BEING the same land which is the subject of a Petition to Quiet Title filed in the Court House for Queen Anne's County, Maryland as Equity No. 6740.

AND the Court finding that said Defendants have been summoned for the time and in the manner provided by law requiring them to appear before this Court and defend this suit, and that said defendants have failed to plead, answer or demur to the Bill of Complaint filed herein, and have otherwise wholly failed to enter an appearance herein, and the Court being of the opinion and hereby finding that said motion should be sustained:

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

IT IS THEREUPON ORDERED, ADJUDGED and DECREED that said motion of the Plaintiff for a Decree Pro Confesso against said above named defendants be and the same is hereby sustained, and the Bill of Complaint filed herein is hereby taken as confessed by each and all of said defendants above named.

ORDERED this 2nd day of February, 1982.

Clayton C. Carey
Judge

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

SAMUEL POTTS	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	QUEEN ANNE'S COUNTY,
JONES LAKE CORPORATION, et al	*	MARYLAND
Defendant	*	EQUITY NO. 6740

* * * * * * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The above cause being at issue and Decree Pro Confesso having been signed on the 2nd day of February, 1982, I, Vachel A. Downes, Standing Examiner of said Court, assigned Wednesday, February 3, 1982, at 11:00 o'clock A.M., at the law offices of Vachel A. Downes, Jr., 115 Lawyers Row, Centreville, Maryland, 21617, as the time and place for the examination of witnesses in said cause, at which last mentioned time and place I attended and proceeded in the presence of the Solicitor for the Plaintiff to swear in witnesses who deposed as follows:

QUESTIONS BY JAMES J. WHITE, III, ATTORNEY FOR PLAINTIFF:

Q. Please state your full name and address.

A. Samuel Potts, Millington, Maryland. I live on the Queen Anne's side. My mail all comes to Millington. I'm out in the country.

Q. What is your age?

A. Well, I was born in 1905.

Q. That would make you seventy-six years old?

A. Yes.

Q. You are the person who filed suit in this Court to quiet the title on the property you live on?

A. Yes.

Q. You have lived on this property many years?

A. Oh yes.

Q. Are you married?

A. I have been. My wife passed in 1968.

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0212

Q. The property in which this matter is concerned, where is it located?

A. The entrance is off Bolton Road. It's in Queen Anne's County. Bolton road comes right out to Sudlersville-Cemetery Road.

Q. Is that northeast of Sudlersville?

A. Yes.

Q. What is this property normally referred to?

A. Well, I call it the Sarah Potts property.

Q. Who was Sarah Potts?

A. My grandmother.

Q. Did she reside on this property before you?

A. She and her children have lived on it ever since I've known.

Q. How long have you lived on this property?

A. Always. Since 1905.

Q. How long have you, personally, been in possession of this property?

A. Ever since 1931. But, I've lived on it since I was born in 1905.

Q. Who owns the adjoining property?

A. Well, on the east side there's John L. Embert's land. On the west side there's Elwood Jackson and Ralph Jackson.

Q. Is there any other bordering property?

A. Well, on the north is what they called Vansant's Pond. It's owned by people called Jones Lake Corporation. It's a pond.

Q. Your property goes to the edge of this pond on the north?

A. Yes.

Q. Mr. Potts, is it correct that we had a survey of your property done by Ronald K. Schrader, Registered Surveyor in January of 1981?

A. Yes, that's right.

Mr. White: I hand you a copy of the plat titled "Line Of Possession Survey Of The Sarah Potts Estate" First District, Queen Anne's Co., Maryland", by Ronald K. Schrader, Registered Surveyor, Chestertown, Maryland.

Q. Can you identify this plat as a survey of your property which is the subject property of this suit?

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

A. Yes.

Q. Would you say that this survey is a proper survey and plat of your property which you have lived on since 1905?

A. Yes. I can't say it's not proper.

Mr. White: I introduce a copy of the plat titled "Line Of Possession Survey Of The Sarah Potts Estate" First District, Queen Anne's Co., Maryland", by Ronald K. Schrader, Registered Surveyor, Chestertown, Maryland, to this cause of action herein as Plaintiff's Exhibit No. 1.

Q. Your grandmother, Sarah Potts, had the property before you, is that correct?

A. Yes.

Q. When you grandmother passed away, was there a will?

A. No.

Q. Was there an estate?

A. No.

Q. Does your grandmother have any heirs.

A. Not that I know of.

Q. Has anybody else ever claimed that you did not own this property?

A. No.

Q. To the best of your knowledge, are you the only living heir of your grandmother, Sarah Potts?

A. Yes. As far as I know.

Q. Did anyone else live on this property?

A. My uncle, Albie Potts, and my father, Samuel Potts lived on it after my grandmother, Sarah.

Q. When did they die?

A. My uncle died in 1933. My father, he died in 1931. I was named after him.

Q. Have you paid the property taxes on this property since 1931.

A. Yes, that's right.

Q. Your father and your uncle Albie. Were they sons of your Grandmother Sarah Potts?

A. Yes.

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

Q. Did your grandmother Sarah Potts have any other children?

A. Yes.

Q. Are they all deceased?

A. Yes.

Q. Did any other children of your Grandmother Sarah Potts occupy this property?

A. No.

Q. So, nobody else has claimed title to this property?

A. No.

Q. Have you cultivated and tilled this property?

A. Yes, every year up to 1973. That's when I had a stroke.

Q. Do you still have it farmed?

A. Yes. I have to to pay the taxes on the property.

Q. Does anybody share the property with you?

A. No.

Q. Do you pay anybody else any of the profits of the property?

A. No. I let the farmer till it so I can pay the taxes due and keep the property up.

Q. Do you have a house on the property?

A. No. I have a trailer I live in.

Q. Was there ever a house on this property?

A. Yes. Before my uncle Albie died he tore it down. It was a log cabin and he had it tore down.

Q. Where did he live?

A. He was living on a house on Elwood Jackson's property.

Q. And you live in a trailer on the property?

A. Yes.

Q. For how long?

A. Two years.

Q. Where did you live before living in the trailer?

A. Next door on the Jackson property.

Q. But, you occupied this property all this time?

A. Yes.

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

Q. This property is vacant property?

A. Yes.

Q. Has anyone ever done anything on this land without your permission?

A. No. Not that I know of.

Q. Where are the tax bills sent for this land?

A. They come mailed to Sarah Potts heirs in care of Ralph Jackson, and I pay them. I've always paid them.

Mr. White: I introduce a copy of the Queen Anne's County, Maryland Tax Bill for 1980-81 and 1981-82 for this property to this cause of herein as Plaintiff's Exhibit No. 2.

Q. Do all of your neighbors recognize that you own this property?

A. Yes.

Q. Has anyone ever come to you and said that you do not own this land?

A. No.

Q. Is it your desire for the Court to pass a Decree declaring you the rightful owner of this property?

A. Yes.

Q. Do you honestly believe that you are the owner of this property?

A. Yes.

No other witnesses being named or produced to me, I then, at the request of the Solicitor for the Plaintiff, closed the depositions taken in said cause and herewith return them closed under my hand and seal this 10th day of February, 1982.

I HEREBY CERTIFY, that pursuant to General Equity Rule 580g, 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 irregularities or unusual circumstances in taking of the testimony or in the conduct of the proceedings. My presence was requested by the Plaintiff.

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0818

Vachel A. Downes, Jr. (SEAL)
Vachel A. Downes, Jr.
Examiner

STATEMENT OF COSTS

Vachel A. Downes, Jr., Examiner.....$35.00

Jane A. Spray, Stenographer.....$30.00

$65.00

I HEREBY CERTIFY, that the above statement of costs is correct.

Vachel A. Downes, Jr. (SEAL)
Vachel A. Downes, Jr.
Examiner

JAMES J. WHITE, III
207 COURT STREET BLDG.
P. O. BOX 524
CHESTERTOWN, MD. 21620
778-0912

NOTEGRAM

JAMES J. WHITE III
ATTORNEY AT LAW
207 COURT STREET • CHESTERTOWN, MARYLAND 21620
PHONE (301) 778-0912

MESSAGE | REPLY

TO Honorable Clayton C. Carter
Circuit Court for Queen Anne's Co.
Court House
Centreville, MD 21617

DATE

DATE February 24, 1982

Re: Potts v. Jones
Equity No: 6740

Dear Judge Carter: I enclose herein another copy of the tax bill in the above captioned case, as Plaintiff's Exhibit No. 2, to be attached to the testimony.

Very truly yours,

James J. White, III

James J. White, III

js
enc:1

BY

SIGNED

INSTRUCTIONS TO SENDER: 1. KEEP YELLOW COPY. 2. SEND WHITE AND PINK COPIES WITH CARBON INTACT.

LIBER 14 PAGE 373

INSTRUCTIONS TO RECEIVER: 1. WRITE REPLY. 2. DETACH STUB, KEEP PINK COPY, RETURN WHITE COPY TO SENDER.

HOMEOWNERS MAY QUALIFY FOR TAX CREDIT ACCORDING TO INCOME. APPLY BY 9/1/80. CALL 758-0404.

PLEASE REMIT TO:

WILLIAM H. TOLSON, TREASURER
CENTREVILLE, QUEEN ANNE'S COUNTY, MARYLAND 21617
P.O. BOX 267

PHONE 301-758-0414

QUEEN ANNE'S COUNTY

TAX BILL FOR 1980-81

Plaintiff's Exhibit No. 2b

2/3 OF 1% INTEREST PER MONTH DUE ON TOTAL BILL ON OCTOBER 1ST. PAYMENTS MAY BE MADE BY CHECK OR MONEY ORDER. RETURN THIS BILL FOR RECEIPT AND ENCLOSE STAMP.

		TOTAL ASSESSMENT	COUNTY RATE	STATE RATE	TOTAL AMOUNT DUE
		1,380	26.77	2.76	$29.53

TAX CREDIT	
SUB TOTAL	
TOTAL	

ACCOUNT NO. 01 106720
POTTS, SARAH, HEIRS
C/O RALPH JACKSON
RT 1 BOX 198
MILLINGTON, MD 21651

A 7-6-21
30 AC
N/SIDE BLANCO RD
N/E SUDLERSVILLE

Paid by Hugh D. Reece
P.H.m.

PG. C69

Treasurer of Queen Anne's Co.
PAID
AUG 7 1980
WILLIAM H. TOLSON, TREASURER

LIBER 14 PAGE 374

COUNTY TREASURER'S OFFICE CLOSED SATURDAY
THIS IS A TWELVE MONTH BILL UNLESS STATED DIFFERENTLY ABOVE.

TAXES DUE: JULY 1 DELINQUENT: OCTOBER 1
DELINQUENTS WILL BE ADVERTISED AFTER FEB. 15TH. TAXES WILL BE COLLECTED ACCORDING TO LAW IF UNPAID BY APRIL 10TH. TAXES ARE A LIEN AGAINST PROPERTY

NOTE: FAILURE TO RECEIVE A TAX BILL IS NO EXCUSE FOR NOT PAYING TAXES.

IFICATE OF CORPORATION, INTEREST WILL BE CHARGED ON OR AFTER OCST OR 30 DAYS FROM DATE OF STATEMENT, WHICHEVER IS LATER.

Plaintiff's Exhibit No. 2 b

PLEASE REMIT TO

CENTREVILLE QUEEN ANNE'S COUNTY, MARYLAND 21617
P O BOX 267

QUEEN ANNE'S COUNTY

TAX BILL FOR

PAYMENTS MAY BE MADE BY CHECK OR MONEY ORDER RETURN THIS BILL FOR RECEIPT AND ENCLOSE STAMP

		TOTAL ASSESSMENT	COUNTY RATE	STATE RATE	TOTAL AMOUNT DUE

Paid by Hugh D. Reece
P.H.M.

TAX CREDIT	
SUB TOTAL	
AUG 7 1967	
TOTAL	

Treasurer of Queen Anne's Co.

COUNTY TREASURER'S OFFICE CLOSES SEPT. 1
THIS IS A TWELVE MONTH BILL UNLESS OTHERWISE DIRECTED

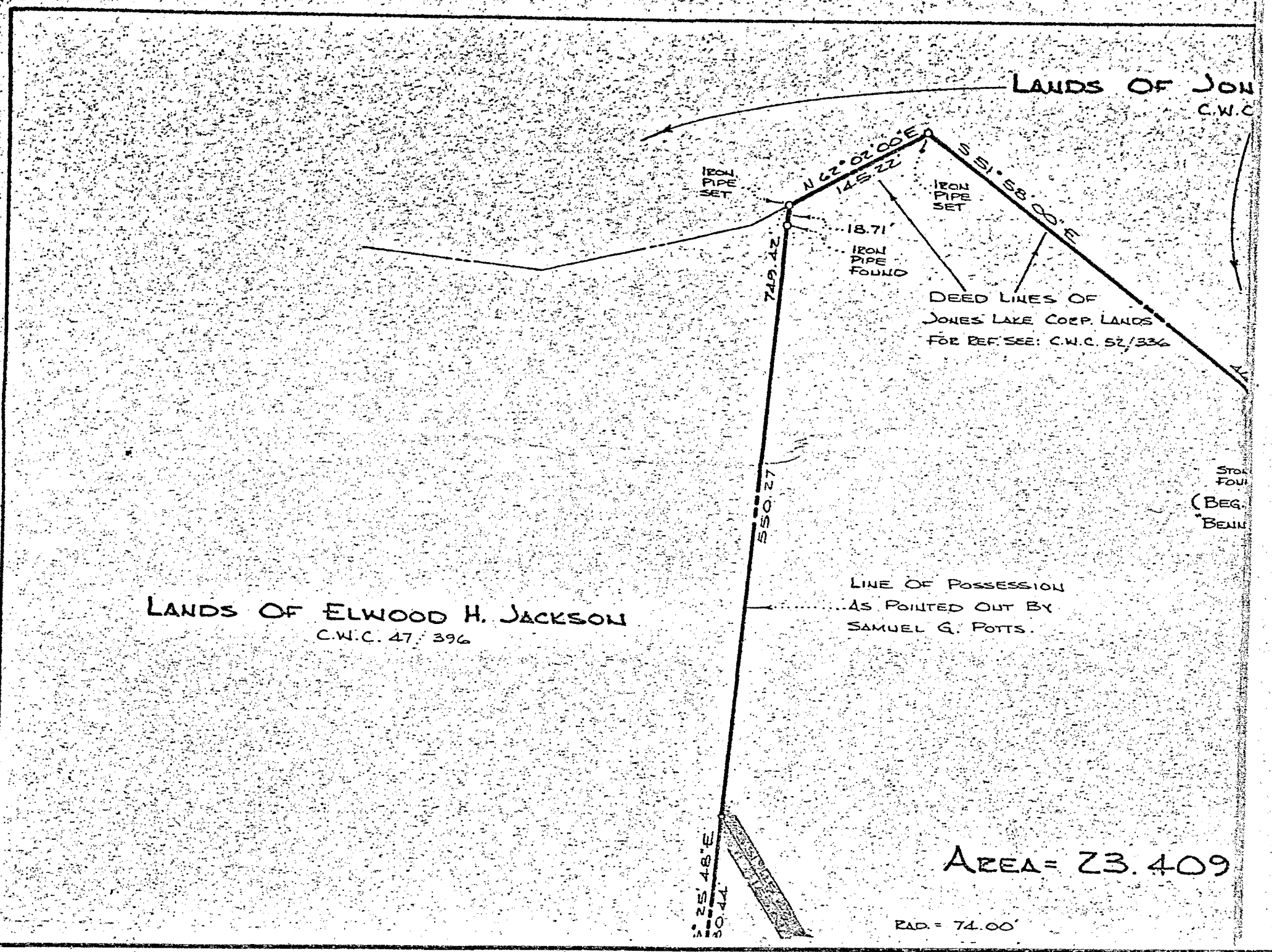
TAXES DUE JULY 1 DELINQUENT: OCTOBER 1
DELINQUENTS WILL BE ADVERTISED AFTER FEB 15TH. TAXES WILL BE COLLECTED ACCORDING TO LAW IF UNPAID BY APRIL 15TH TAXES ARE A LIEN AGAINST PROPERTY

IF CERTIFICATE OF CORPORATION, INTEREST WILL BE CHARGED ON OR AFTER OCTOBER 1ST OR 30 DAYS FROM DATE OF STATEMENT, WHICHEVER IS LATER

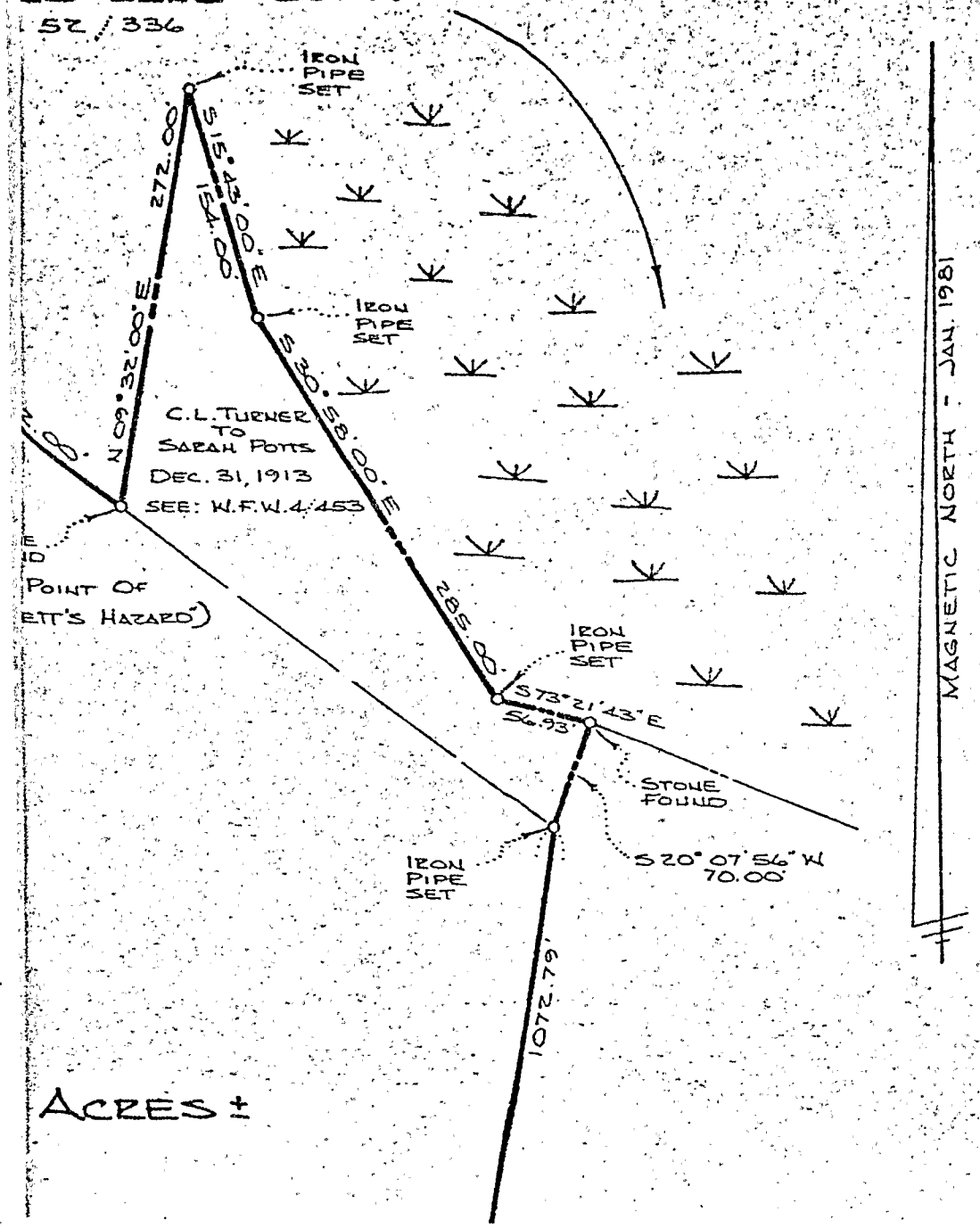
WILLIAM NOTE

FAILURE TO RECEIVE THIS TAX BILL IS NO EXCUSE FOR NOT PAYING TAXES.

LIBER 14 PAGE 375



ES LAKE CORP.
52/336

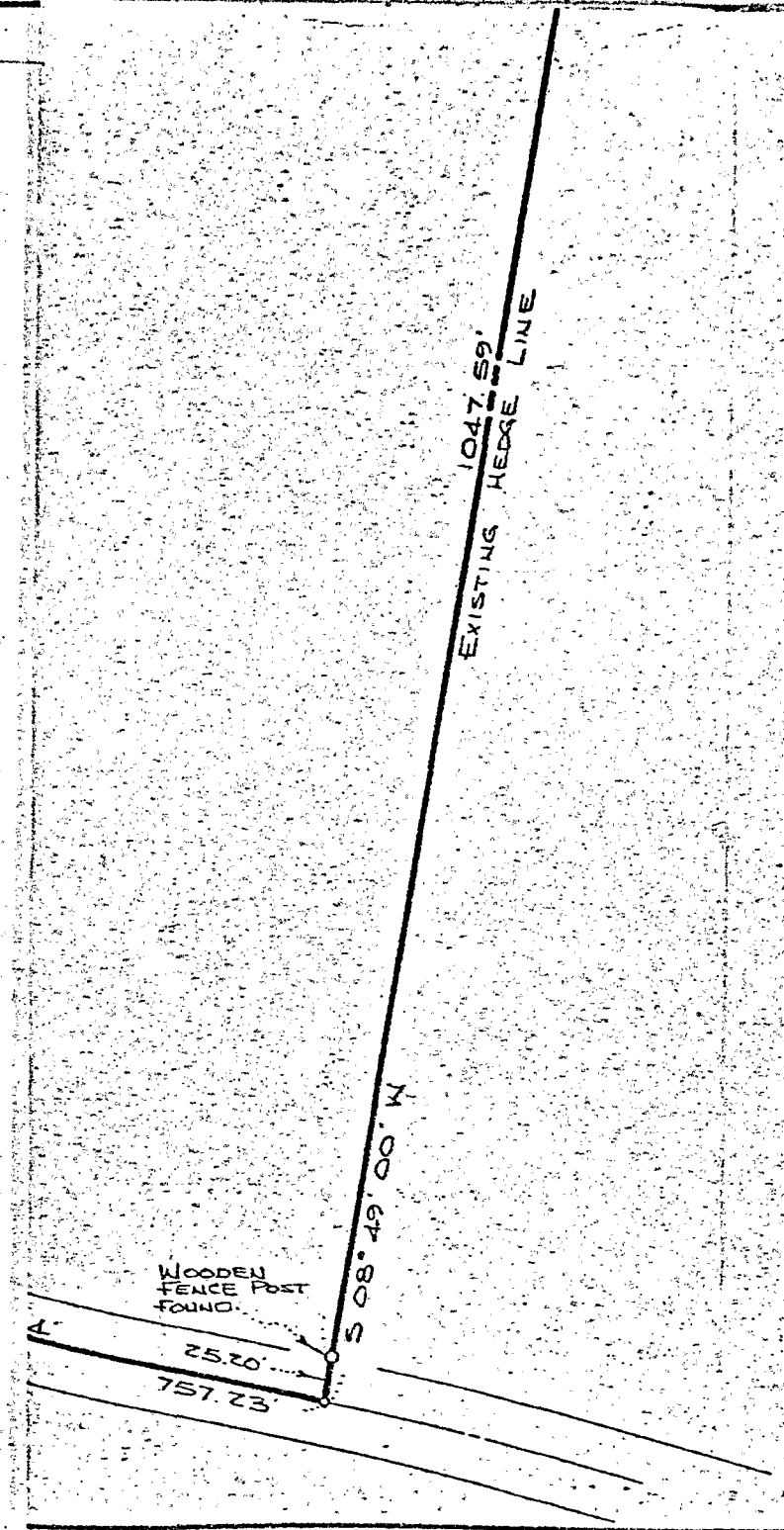


MAGNETIC NORTH - JAN. 1981

ACRES ±

LIBER 14 PAGE 377

LIBER 14 PAGE 378

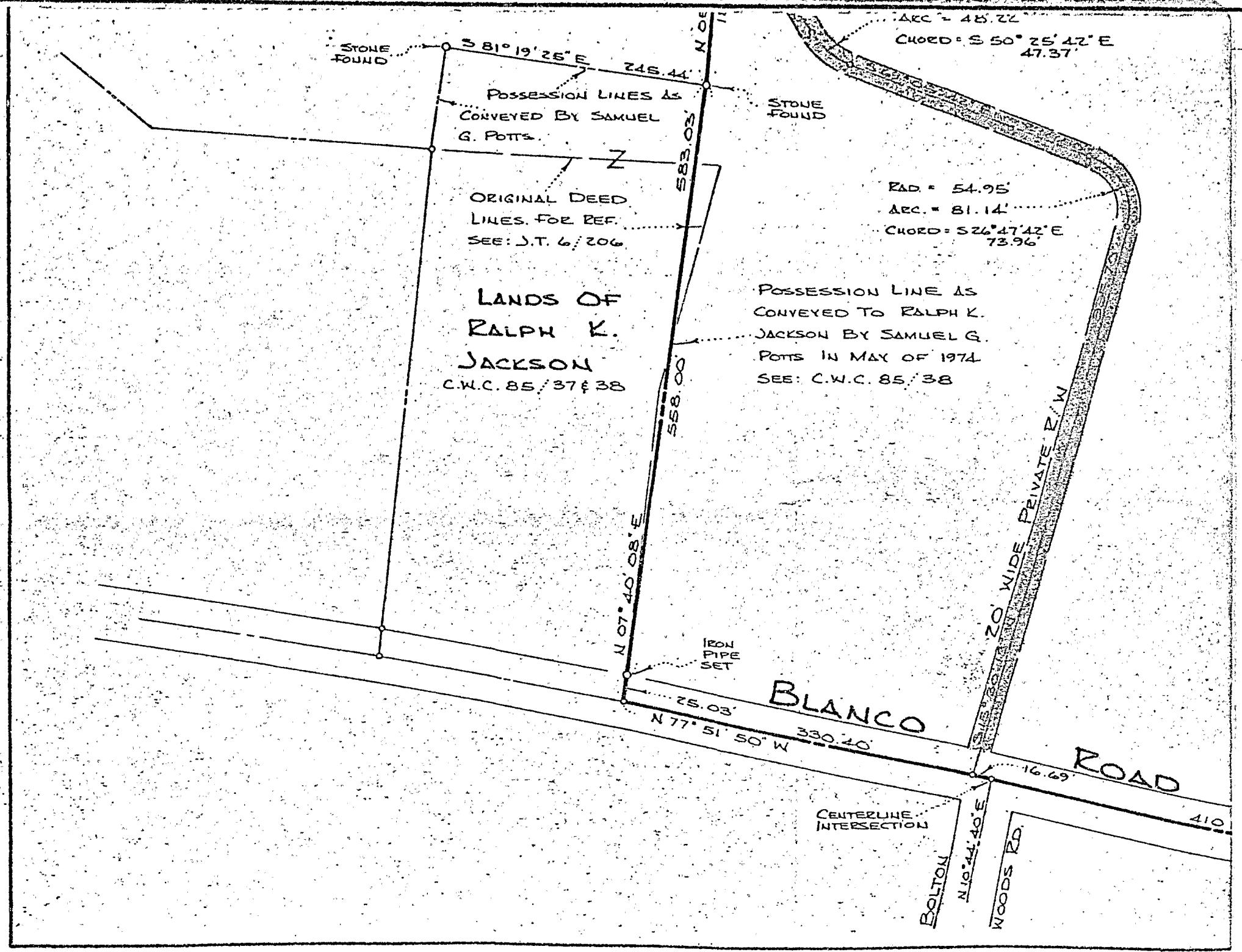


JOHN L. EMBERT, JR. LANDS
O.C. 4103
FOR REF. SEE: J.F.R. 1/324

LINE OF POSSESSION SURVEY OF THE
SARAH POTTS ESTATE
FIRST DISTRICT, QUEEN ANNE'S CO, MARYLAND
SCALE: 1" = 100' DATE: JAN. 1981

RONALD K. SCHRADER, REG. SURVEYOR
CHESTERTOWN, MD.

PLAINTIFF'S Exhibit No. 1



LIBER 14 PAGE 379

CCC:mfe:2/24/82 LIBER 14 PAGE 380

SAMUEL POTTS Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	
JONES LAKE CORPORATION and RALPH K. JACKSON and ELWOOD H. JACKSON and JOHN L. EMBERT, JR. and SARAH POTTS HEIRS and TO ALL OTHER PERSONS UNKNOWN CLAIMING ANY RIGHT, TITLE, ESTATE, LIEN OR INTEREST IN THE REAL PROPERTY DESCRIBED IN THE COMPLAINT, ADVERSE TO THE PLAINTIFF'S OWNERSHIP, OR ANY CLOUD UPON PLAINTIFF'S TITLE THERETO Defendants	:	FOR QUEEN ANNE'S COUNTY, SITTING IN EQUITY NO. 6740

DECREE

The above cause standing ready for hearing and being submitted without argument, the First Amended Bill of Complaint, Answer of Jones Lake Corporation, Decree Pro Confesso, the testimony and exhibits having been read and considered;

IT IS THEREUPON this 24th day of February, 1982, by the Circuit Court for Queen Anne's County, Sitting in Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED:

That Samuel Potts has absolute ownership and a perfect right to the disposition of the real estate mentioned in these proceedings and thereafter described, as against Jones Lake Corporation, Ralph K. Jackson, Elwood H. Jackson, John L. Embert, Jr., the Heirs of Sarah Potts, and all other persons unknown claiming any right, title, estate, lien or interest in said real estate, adverse to the ownership of Samuel Potts, or any cloud upon his title thereto.

That the provisions of a Property Line Agreement between

Samuel Potts and Jones Lake Corporation dated April 2, 1981, filed in this proceeding, is incorporated herein by reference.

That the real estate mentioned in these proceedings is more particularly described in a survey plat, entered into evidence as Plaintiff's Exhibit No. 1, dated January, 1981, and entitled "Line of Possession Survey of the Sarah Potts Estate, First District, Queen Anne's Co., Maryland", by Ronald K. Schrader, Registered Surveyor.

That Jones Lake Corporation, Ralph K. Jackson, Elwood H. Jackson, John L. Embert, Jr., the Heirs of Sarah Potts, and all other persons unknown claiming any right, title, estate, lien or interest in said real estate, adverse to the ownership of Samuel Potts, or any cloud upon his title thereto, be and they are hereby enjoined and restrained from asserting any claim to the real estate by any action at law, equity or otherwise.

That the Plaintiff shall pay the costs of these proceedings.

Judge

Distribution:
Original: Court File
True Copies:
James J. White, III, Esq.
Floyd L. Parks, Esq.

LIBER 14 PAGE 382

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. 7004

* *

OCT 30 81 * 28887 [illegible]
OCT 30 81 A 828887 [illegible]

CLERK OF THE COURT:

Please docket this case, file the original mortgage, Statement of Mortgage Debt and Military Affidavit.

SAMUEL M. IVREY, Assignee

CLERK'S
1981 OCT 30 AM 10 27
QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

DOCUMENT NO. 98,285 LIBER 151 PAGE 90 L#18-2366

Form No. 1 – Individual

PURCHASE MONEY AS TO $10,850.00

This Mortgage, made this 24th day of May, in the year one thousand nine hundred and seventy-nine (1979), 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-FIVE THOUSAND AND NO/100 ($65,000.00) ---------- dollars,

being the balance of the purchase money for the Property herein 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 11½% per annum, in the manner following: a 12 month, 8 day construction period terminating May 31, 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 1st 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 month's 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 such 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 Election 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. 6, Block Q, Queen Anne Colony, as shown on a plat entitled "Plat 1, Queen Anne Colony", recorded among the Land Records of Queen Anne's County in Liber TSP 59, folio 251, as said plat is amended and modified by a plat entitled "Revised Plat 1, Queen Anne Colony", recorded in Liber TSP 67, folio 391, and ~~in~~ Plat Book TSP 1, folio 91.

BEING PART OF the property conveyed to Howard W. N. Rupp, T/A Heritage Homes from Edward C. Derby and Mary E. Derby, 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.

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 11½ % 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 16, 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,
T/A Heritage Homes (SEAL)

(SEAL)

(SEAL)

make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

LIBER 151 PAGE 91

LIBER 14 PAGE 386

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 24th day of May 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, and that the amount of the loan which said mortgage has been given to secure, was paid over and disbursed by the party secured by the mortgage to the Borrower at a time no later than the complete execution and delivery by the Borrower of the mortgage.

Witness my hand and Notarial Seal.

Carole M. Turner
Carole M. Turner Notary Public.

My commission expires on July 1, 1982

NOTARY PUBLIC

DOCUMENT NO. 107,277 LIBER 180 PAGE 30

No. RECEIVED
Re CLERK, CIRCUIT COURT RECEIVED FOR RECORD

1981 OCT 30 AM 10:44
QUEEN ANNE'S COUNTY

OCT 30-81 * 28010 ******5.00
OCT 30-81 A 28010 ******5.00

Assignment

OF MORTGAGE FROM HOWARD W N RUPP - HERITAGE HOMES

TO ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION AS RECORDED IN

LIBER MWM NO. 151 FOLIO 90

MAIL TO Place in Chy. 7004

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 26th day of October, 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

LIBER 14 PAGE 387

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. 7004

* *

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 May 24, 1979, and recorded among the Land Records of Queen Anne's County in Liber 151, folio 90, said Mortgage being in default.

BALANCE due on principal to October 31, 1981	$70,471.15
INTEREST due to November 30, 1981	758.40
TOTAL DUE	$71,229.55

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 28th day of October, 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

SAMUEL M. IVREY, Notary Public

My Commission Expires:

July 1, 1982

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

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. 7004

* *

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 Defendants herein, and that to the best of his knowledge, information and belief:

1. Said Defendnat 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 29th day of October, 1981.

Corinna C. Cosher
Notary Public

CORINNA C. COSHER
NOTARY PUBLIC
ANNE ARUNDEL COUNTY, MD.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
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BALTIMORE
269-5464

LIBER 14 PAGE 390

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

Equity # 7004

Equity 7004
Howard W.N. Rupp, T/A Heritage Homes
Lot 6, Queen Anne Colony
Block Q, Queen Anne's County, MD

KNOW ALL MEN BY THESE PRESENTS:

That ~~we~~ I, 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 ~~Six~~ 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 20th day of November in the year of our Lord 1981

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 24th day of May, 1979 and recorded among the mortgage records of Queen Anne's County in Liber No. 151 Folio 90 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:

CORINNA C. COSNER — SAMUEL M. IVREY (SEAL)

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

CORINNA C. COSNER *As to Surety* — By SAMUEL M. IVREY *Attorney-in-Fact*

J3228(MD)—500, 11-76 201940
Formerly MD3228a
Mortgagee's or Attorney's Bond

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

Surety approved and Bond filed Nov 23, 1981

LIBER 3 PAGE 171

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

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 23rd day of November, 1981.

Marguerite W. Markin

Clerk of the Circuit Court for Queen Anne's County

LIBER 14 PAGE 392

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. 7004

* *

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 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, Centreville, Maryland, on Monday , November 30 ,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:

ALL THAT LOT OF GROUND situate in Queen Anne's County, being Lot No. 6, Block Q, Queen Anne Colony, as shown on a plat entitled "Plat 1, Queen Anne Colony", recorded among the Land Records of Queen Anne's County in Liber TSP 59, folio 251, as said plat is amended and modified by a plat entitled "Revised Plat 1, Queen Anne Colony", recorded in Liber TSP 67, folio 391, and in Plat Book TSP 1, folio 91.

SAID PROPERTY BEING SOLD TO ANNAPOLIS FEDERAL S.&L. ASSN, at and for the sum of $ 50,000.00, being at that price then and there the highest bidder therefor.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
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WASHINGTON
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BALTIMORE
269-5464

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 are respectfully submitted.

AND, as in duty bound, etc.

SAMUEL M. IVREY, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 30th day of November, 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 herein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Corinna C. Cosper
Notary Public

My Commission Expires:

July 1, 1982

CORINNA C. COSPER NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

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201-2171
BALTIMORE
269-5464

LIBER 14 PAGE 394

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

October 29, 1981

Chief, Special Procedures Section
Internal Revenue Service
Baltimore, Maryland

Dear Sirs:

Kindly be advised that property designated as Lot 6, Plat of Queen Anne Colony, Queen Anne's County, will be sold at foreclosure on Monday, November 30, , 1981, at the Court House Door, Centreville, Maryland. This is a separate mortgage foreclosure account. In searching the records, we find two federal liens 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 liens 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. Federal Lien File No. 698; Serial No. 81-A-347.
5. Date Filed: December 5, 1980.
6. Amount Claimed: $9,035.88.
7. Federal Lien No. 725; Serial No. 81-A-827.
8. Date Filed: June 11, 1981.
9. Amount Claimed: $864.10.

10. The real estate being sold in the first mortgage foreclosure is designated as Lot 6, Plat of QueenAnne Colony, recorded among the Land Records of Queen Anne's County in Liber TSP 59, folio 251, and in Plat Book TSP 1, folio 91, revised plat recorded in Liber TSP 67, folio 391, and which dwelling is improved by a one-story detached rambler consisting of living room, dining room, kitchen, three bedrooms, 2 baths, laundry room, air conditioning, and fuel oil heat.

11. The sale to be held as mentioned above on Monday, November 30, 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.

12. The property is being sold in accordance with a mortgage to Annapolis Federal Savings and Loan Association of Annapolis, Maryland.

13. As concerns Lot 6, the mortgage has an outstanding balance of $70,471.15, as of October 31, 1981.

Very truly yours,

SAMUEL M. IVREY

SMI:cc
CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

QUEEN ANNE'S COUNTY

COPY

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:
Chief, Special Procedures Section
Internal Revenue Service
Baltimore, Maryland

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. 6153431 | INSURED NO.

(Always obtain signature of addressee or agent)
I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY NOV 3 1981

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

POSTMARK
NOV 3 1981
BALTIMORE, MD.
REGISTRY SECTION

CLERK'S INITIALS

☆ GPO : 1977—O-234-337

PS Form 3811, Apr. 1977 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

P15 6153431

RECEIPT FOR CERTIFIED MAIL

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

SENT TO Chief, Special Procedures Section
STREET AND NO. Internal Revenue Service
P.O., STATE AND ZIP CODE Baltimore, Maryland

POSTAGE		$ .18
CONSULT POSTMASTER FOR FEES — CERTIFIED FEE		.75 ¢
OPTIONAL SERVICES — SPECIAL DELIVERY		¢
RESTRICTED DELIVERY		¢
RETURN RECEIPT SERVICE	SHOW TO WHOM AND DATE DELIVERED	.60 ¢
	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		

NOV 3 1981

PS Form 3800, Apr. 1976

IN THE MATTER OF	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
HOWARD W.N. RUPP,	*	QUEEN ANNE'S COUNTY
T/A HERITAGE HOMES	*	
MORTGAGOR	*	EQUITY NO. 7004

* *

AUCTIONEER'S CERTIFICATE

I, the undersigned, certify that on the 30th day of November, 1981, I conducted a public sale as Auctioneer at the COURT HOUSE DOOR, 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 $ 50,000.00 (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:
Purchaser

Purchaser

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

- OF VALUABLE -

IMPROVED FEE SIMPLE REAL ESTATE

Lot No. 6
Block Q
Queen Anne Colony
Fourth Election District
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 May 24, 1979, and recorded among the Land Records of Queen Anne's County in Liber 151, folio 90, 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, November 30, 1981, at 2:00 p.m., the following described property, lying and being in the Fourth Election 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. 6, Block Q, Queen Anne Colony, as shown on a plat entitled "Plat 1, Queen Anne Colony", recorded among the Land Records of Queen Anne's County in Liber TSP 59, folio 251, as said plat is amended and modified by a Plat entitled "Revised Plat 1, Queen Anne Colony", recorded in Liber TSP 67, folio 391, and in Plat Book TSP 1, folio 91.

BEING PART of the property conveyed to Howard W.N. Rupp, T/A Heritage Homes from Edward C. Derby and Mary E. Derby, his wife, by Deed dated May 24, 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 at the time and place of sale, balance of the purchase money with interest thereon at the rate of 11½ percent per annum to be paid in cash upon final ratification of sale. Taxes and other assessments to be adjusted

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SAMUEL M. IVREY
ANNAPOLIS, MD.
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261-2171
BALTIMORE
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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.

THIS PROPERTY IS IMPROVED by a one story detached rambler consisting of living room, dining room, kitchen, 3 bedrooms, 2 baths, laundry room, air conditioning and attached garage.

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

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
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WASHINGTON
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BALTIMORE
269-5464

LIBER 14 PAGE 398

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. 7004

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

AFFIDAVIT OF PURCHASER

I, (WE) DAVID 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 30th day of November, 1981, for and on behalf of ANNAPOLIS FEDERAL S.&L. ASS'N and that no other person, firm or corporation has any interest in said property and that I (We) neither directly nor indirectly discourage any person from bidding thereon.

ANNAPOLIS FEDERAL S.&L. ASS'N
BY: [signature]
Purchaser

Purchaser

SUBSCRIBED AND SWORN to before me this 30th day of November, 1981.

Helen E. Pardee
Notary Public

My Commission Expires:

July 1, 1982

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

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV 30 PM 2:10
QUEEN ANNE'S COUNTY

LAW OFFICES
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ANNAPOLIS, MD.
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269-5464

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. 7004

ORDERED, this 30th day of November, 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 4th day of January, 19 82, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 28th day of December, 19 81.

The report states the amount of sales to be $ 50,000.00.

Margueritte H. Rankin Clerk

Filed November 30, 1981

LIBER 14 PAGE 400

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

December 28, 1981

Clerk, Circuit Court for
Queen Anne's County
Court House
Centreville, Maryland 21617

ATTENTION: MS. BETTY COMEGYS

RE: Howard W.N. Rupp - Equity No. 7004

Dear Ms. Comegys:

Enclosed, kindly find the following documents which I shall appreciate your filing on my behalf in regard the above mentioned matter: (1) copy of certified mail together with receipts, (2) certificate of advertisement of Assignee's Sale and (3) Affidavit of Notice.

Very truly yours,

Samuel M. Ivrey

SAMUEL M. IVREY

SMI:cc
Enclosures: 3

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

November 16, 1981

Mr. Howard W.N. Rupp
T/A Heritage Homes
Route 2, Box 727
Chester, Maryland 21619

RECEIVED
CLERK, CIRCUIT COURT
1981 DEC 29 AM 10 15
QUEEN ANNE'S COUNTY

RE: Lot 6, Block Q, Plat 1
Queen Anne Colony
Annapolis Federal Savings & Loan Association
Account No. - 18-2366

Dear Mr. Rupp:

You are hereby notified that your property covered by the above mentioned account and designated as Lot 6, Block Q, Queen Anne Colony, as shown on a plat entitled "Plat 1, Queen Anne Colony", recorded among the Land Records of Queen Anne's County in Liber TSP 59, folio 251, as said plat is amended and modified by a plat entitled "Revised Plat 1, Queen Anne Colony", recorded in Liber TSP 67, folio 391, and in Plat Book TSP 1, folio 91, 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 Monday , November 30, 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 Eleven and one-half percent (11½%) 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 restirctions of record, if any, and also subject to Planning and Zoning Regulations.

Compliance with terms of sale shall be made within ten 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

SMI:cc
CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

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:
Howard W.N. Rupp
T/A Heritage Homes, Rte. 2, Bx.727
Chester, Maryland 21619

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. 774250 | INSURED NO.
(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY
POSTMARK
DEC 1981 MD

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:
CLERK'S INITIALS

☆ GPO : 1977-O-234-437

No. 774250

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

SENT TO Howard W.N. Rupp
T/A Heritage Homes
STREET AND NO.
Route 2, Box 727
P.O., STATE AND ZIP CODE
Chester, Maryland 21619

POSTAGE		$ .20
CERTIFIED FEE		75 ¢
CONSULT POSTMASTER FOR FEES — OPTIONAL SERVICES — RETURN RECEIPT SERVICE	SPECIAL DELIVERY	¢
	RESTRICTED DELIVERY	¢
	SHOW TO WHOM AND DATE DELIVERED	60 ¢
	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		$ 1.55
POSTMARK OR DATE		

NOV 1981 ANNAPOLIS

PS Form 3800, Apr. 1976

LIBER 14 PAGE 401

Centreville, Md. 12-10 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 30th day of November 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 11th day of November 19 81, and the last insertion on the 24th day of November 19 81.

Publishers, Record Observer

Per Margie Freeman

1981 DEC 29 AM 10: 15

QUEEN ANNE'S COUNTY

ASSIGNEE'S SALE

Of

VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Lot No. 6
Block Q
Queen Anne Colony
Fourth Election District
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 May 24, 1979, and recorded among the Land Records of Queen Anne's County in Liber 151, folio 90, and duly assigned for the purpose of foreclosure, default having occurred in sale Mortgage, the undersigned will offer for sale at public auction at the COURT HOUSE DOOR, Centreville, Maryland,

Nov., 30, 1981

at 2:00 p.m.

the following described property, lying and being in the Fourth Election 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. 6, Block Q, Queen Anne Colony, as shown on a plat entitled "Plat 1, Queen Anne Colony", recorded among the Land Records of Queen Anne's County in Liber T.S.P. 59, folio 251, as said plat is amended and modified by a Plat entitled "Revised Plat 1, Queen Anne Colony", recorded in Liber T.S.P. 67, folio 391, and in Plat Book T.S.P. 1, folio 91.

BEING PART of the property conveyed to Howard W.N. Rupp, T/A Heritage Homes from Edward C. Derby and Mary E. Derby, his wife, by Deed dated May 24, 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 at the time and place of sale, balance of the purchase money with interest thereon at the rate of 11½ 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.

THIS PROPERTY IS IMPROVED by a one story detached rambler consisting of living room, dining room, kitchen, 3 bedrooms, 2 baths, laundry room, air conditioning and attached garage.

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 - 269-6464

RO-11-11-3t-022

IN THE MATTER OF	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
HOWARD W. N. RUPP,	*	QUEEN ANNE'S COUNTY
T/A HERITAGE HOMES	*	IN EQUITY
MORTGAGOR	*	Cause No. 7004

* *

AFFIDAVIT OF NOTICE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, personally appeared SAMUEL M. IVREY, Assignee, the above named Plaintiff, and made oath in due form of law that he has given notice by certified mail to Howard W.N. Rupp, T/A Heritage Homes, Defendant, Mortgagor, at his last known address, of the time, place and terms of sale of the property reported herein, in compliance with Rule W 74 a 2 (c) of the Maryland Rules of Procedure; further, holders of subordinate liens have not recorded any request for Notice of Sale, as required by Article 7-105 (c), Real Property, Annotated Code of Maryland.

Samuel M. Ivrey

SAMUEL M. IVREY - Affiant
144 Duke of Gloucester Street
Annapolis, Maryland 21401
263-9285

SUBSCRIBED AND SWORN TO, before me,

this 30th day of November, 1981.

Corinna C. Cosser
NOTARY PUBLIC

My Commission Expires:

July 1, 1982

CORINNA C. COSSER NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

RECEIVED
CLERK OF CIRCUIT COURT
1981 DEC 29 AM 10:15
QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

Centreville, Md. 1-5 19 82

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 December 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 9th day of December 19 81, and the last insertion on the 23rd day of December 19 81.

Publishers, Record Observer

Per Maxine Freeman

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. 7001

ORDERED, this 30th day of November, 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 4th day of January, 1982, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 28th day of December, 1981.

The report states the amount of sales to be $50,000.00.

Marguerite W. Mankin, Clerk
True Copy, Test:
Marguerite W. Mankin, Clerk
BY: Betty M. Comegys,
Deputy Clerk

Filed: November 30, 1981.

RO-12-9-3t-014

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. 7004

* *

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County and State of Maryland, in Equity, this 6th day of January, 1982, 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 C. Carter
JUDGE

CLERK'S OFFICE
1982 JAN -7 AM 10: 11
QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
361-2171
BALTIMORE
269-5464

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MATTER OF :

MORTGAGED REAL ESTATE OF : Chancery # 7004
HOWARD W.N. RUPP
t/a HERITAGE HOMES :

: : : : :

ACCOUNT OF AUDITOR

PROCEEDS OF FORECLOSURE SALE			
Sale Price		$ 50,000.00	
Interest on $45,000 at 11.5% 11/30/81 to 1/28/82 59 days at $14.178		836.50	
Pro rata 1981/82 property taxes $776.79 (212 days at $2.13)		451.56	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 51,288.06
COMMISSIONS payable to Assignee		$ 2,550.00	
ATTORNEY FEE, per Mortgage		100.00	
EXPENSES OF SALE			
Court costs	$ 153.50		
Advertising			
Notice of sale	171.99		
Report of sale	49.14		
Bond premium	39.00		
Auctioneer fee (maximum)	125.00		
Certified mail	3.08		
1980/81 property taxes	312.98		
1981/82 property taxes	776.79	1,631.48	
AUDITOR'S FEE & COSTS			
Fee for Audit	$ 45.00		
Postage & xerox	1.19	46.19	4,327.67-
AVAILABLE FOR DISTRIBUTION			$ 46,960.39

INDEBTEDNESS UNDER MORTGAGE

Principal, per Statement of Debt	$ 70,471.15	
Interest to 11/30/81, per Statement	758.40	
Interest 12/1/81 to 1/29/82 60 days at $22.20	1,332.00	$ 72,561.55
TOTAL AVAILABLE FOR DISTRIBUTION, as above		46,960.39-
D E F I C I T		$ 25,601.16-

NOTICE

The attached Account was filed on the 18th day of February, 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 #7004. 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 18th day of February, 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 M. Ivrey, Esquire
Gloucester & Green Streets
Annapolis, Maryland 21401

Howard W. N. Rupp
Route 2 Box 727
Chester, Maryland 21619

Chief, Special Procedures Section
Internal Revenue Service
Baltimore, Maryland

John W. Sause, Jr.
Auditor

LIBER 14 PAGE 408

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. 7004
	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 18th day of February, 1982, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 8th day of March, 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. Martin Clerk

Filed February 18, 1982

IN THE MATTER OF MORTGAGED REAL	*	IN THE CIRCUIT COURT
ESTATE OF HOWARD W. N. RUPP,	*	FOR QUEEN ANNE'S COUNTY
T/A HERITAGE HOMES	*	IN EQUITY
MORTGAGOR	*	No. 7004
	*	
	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 16th day of March, 19 82, 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. Mankin Clerk

Filed March 16, 1982

LIBER 14 PAGE 410

CHARLES E. SMITH, ASSIGNEE AND ATTORNEY NAMED IN MORTGAGE Grasonville, MD 21638 PLAINTIFF	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY IN EQUITY
ROBERT H. NELSON and PAMELA B. NELSON, his wife DEFENDANTS	*	CHANCERY NO. 6938

* * *

ORDER TO DOCKET SUIT JUL 21-81 A 924703 *****60 00

Mrs. Marguerite W. Mankin, Clerk:

You will please docket suit as per the above titling for foreclosure of the two (2) mortgages from Robert H. Nelson and Pamela B. Nelson, his wife, to Queenstown Bank of Maryland, dated as to the First Mortgage June 22, 1972, and as to the second mortgage August 30, 1978. Said mortgages being filed among the Land Records of Queen Anne's County as follows:

First mortgage in Liber C.W.C. No. 65, folio 28

Second mortgage in Liber C.W.C. No. 141, folio 28

The said first mortgage having been assigned by Queenstown Bank of Maryland on July 14, 1981, to Charles E. Smith for collection by foreclosure and Charles E. Smith being the Attorney named in the second mortgage with authority to sell the premises in the event of default; default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the notes secured by said mortgages; and you will file in said suit the original of said mortgages and the accompanying military affidavit and statement of indebtedness.

Charles E. Smith
P.O. Box 147
Grasonville, MD 21638
Telephone: 827-7550

STATE OF MARYLAND

QUEEN ANNE'S COUNTY to wit:

I HEREBY CERTIFY, That on this 16th day of July, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charles E. Smith, Assignee, and Attorney named in Mortgage and made oath in due form of law that Robert H. Nelson and Pamela B. Nelson, his wife, the mortgagors referred to in the aforegoing Order to Docket Suit, are not now, nor have either of them been within six (6) months prior hereto, in the military service of the United States of America, as defined by the Soldiers' and Sailors' Relief Act, and amendments thereto, and that this information is gotten from persons who know the mortgagors.

DORIS R. BITELY NOTARY PUBLIC Queen Anne's Co., Md.

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

DOCUMENT NO. 95,[illegible]

LIBER 141 PAGE 280

LIBER 14 PAGE 412

/Second

THIS MORTGAGE, made this 30th day of August, 19 78, by and between ROBERT H. NELSON and PAMELA B. NELSON, his wife parties of the first part, hereinafter referred to as MORTGAGOR, and QUEENSTOWN BANK OF MARYLAND party of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of Thirty Two Thousand Six Hundred Two and 98/100---------- Dollars ($ 32,602.98) 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:

The aforesaid indebtedness and the interest to accrue thereon shall be payable in two hundred forty (240) equal consecutive monthly installments of principal and interest of Two Hundred Seventy Two Dollars and Ninety Four Cents ($272.94) each, commencing on the 30th day of September, 1978, and continuing on the same day of each successive month thereafter until the mortgage indebtedness shall have been paid in full.

RECEIVED
CLERK, CIRCUIT COURT

1978 SEP 20 AM 11:37

QUEEN ANNE'S COUNTY

SEP 20-78 * 2 064 ****116.25
SEP 20-78 A 2 064 ****107.25
SEP 20-78 A 2 063 ******9.00

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 of ground and premises being known and designated as Lot 8, Block "C", on a plat entitled "Section One, Castle Marina, Kent Island, Queen Anne's County, Maryland," dated April 10, 1961, prepared by Purdum and Jeschke, and recorded among Queen Anne's County Land Records in Liber T.S.P. 60, folio 573, and filed in Plat Book T.S.P. 1, folio 81, to which Plat reference is made for a more full and particular description of said lot.

BEING all the same land conveyed unto the mortgagors herein by deed from Bittorf Ford, Inc., dated 22nd day of June, 1972, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 65, folio 25.

SHOULD the Title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall at the option of the Mortgagee immediately become due and owing as herein provided.

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

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

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

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

WITNESS the hand and seal of the Mortgagor:

WITNESS:

Ruth E Foster — Robert H. Nelson (SEAL)
Robert H. Nelson

(SEAL)

Ruth E Foster — Pamela B. Nelson (SEAL)
Pamela B. Nelson

(SEAL)

STATE OF MARYLAND
COUNTY OF Queen Anne's

On this the ..... day of August, 1978, before me, *.....
....., the undersigned officer, personally appeared ROBERT H. NELSON and PAMELA B. NELSON, his wife, known to me to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared Charles E. Smith, Agent for the within named mortgagee

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

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

Ruth E Foster
Notary Public

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

My Commission Expires: 7/01/82

LIBER 14 PAGE 413

CHARLES E. SMITH, ASSIGNEE AND ATTORNEY NAMED IN MORTGAGE Grasonville, MD 21638 PLAINTIFF	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY
ROBERT H. NELSON and PAMELA B. NELSON, his wife DEFENDANTS	*	CHANCERY NO. 6938

* * *

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of mortgage dated June 22, 1972, in the gross amount of $33,000.00, by Robert H. Nelson and Pamela B. Nelson, his wife, to Queenstown Bank of Maryland	$27,624.79
With earned interest through July 14, 1981	2,525.51
Late Charges	179.40
TOTAL	$30,329.70
Per diem interest rate: $6.04	

* * *

Balance due on principal of mortgage dated August 30, 1978, in the amount of $32,602.98 by Robert H. Nelson and Pamela B. Nelson, his wife, to Queenstown Bank of Maryland	$31,625.60
With earned interest through July 14, 1981	2,840.85
Late Charges	245.52
TOTAL	$34,711.97
Per diem interest rate: $6.91	
Taxes paid by mortgagee for 1980-81	$ 371.63
Fire Insurance premiums paid by mortgagee	228.00
TOTAL	$65,641.30

STATE OF MARYLAND

QUEEN ANNE'S COUNTY to wit:

This is to certify that on this 16th day of July, 1981, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Charles E. Smith, Assignee, and Attorney named in mortgage, and made oath in due form of law that the aforegoing statement of mortgage indebtedness due by Robert H. Nelson and Pamela B. Nelson, his wife, under the above described mortgages is true to the best of his knowledge, information and belief, and there is no credit due thereon, except as shown, nor any security therefore except the said mortgages.

DORIS R. BITELY NOTARY PUBLIC Queen Anne's Co., Md.

Doris R. Bitely
NOTARY PUBLIC
My Commission Expires: 7/01/82

No. 69206 C LIBER 65 PAGE 28

Rec 45996 RECEIVED FOR RECORD June 23, 1972 10:55 AM

PURCHASE MONEY

THIS MORTGAGE, made this 22nd day of June, 19 72, by and between ROBERT H. NELSON and PAMELA B. NELSON, his wife of the first part, hereinafter referred to as MORTGAGOR, and QUEENSTOWN BANK OF MARYLAND, a Banking Institution of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of Thirty Three Thousand Dollars ($ 33,000.00) 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:

On demand at any time hereafter by the Mortgagee

WHEREAS, it was a condition precedent to the making of said loan that this Mortgage be executed and delivered

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 of ground and premises being known and designated as Lot 8, Block "C", on a plat entitled "Section One, Castle Marina, Kent Island, Queen Anne's County, Maryland," dated April 10, 1961, prepared by Purdum and Jeschke, and recorded among Queen Anne's County Land Records in Liber T.S.P. 60, folio 573, and filed in Plat Book T.S.P. 1, folio 81, to which Plat reference is made for a more full and particular description of said lot.

BEING the same lot of ground described in the Deed from Bittorf Ford, Inc., et al. to the within Mortgagors, bearing even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

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

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

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of six (6%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or John W. Sause, Jr. his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than fifteen days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances as may be requisite.

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

WITNESS the hand and seal of the Mortgagor:

WITNESS:

Dorothy M. Monroe .... Robert H. Nelson ....(SEAL)
Robert H. Nelson

Dorothy M. Monroe .... Pamela B. Nelson ....(SEAL)
Pamela B. Nelson

....(SEAL)

....(SEAL)

STATE OF MARYLAND
COUNTY OF QUEEN ANNE'S

On this the 22nd day of June, 19 72, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Robert H. Nelson and Pamela B. Nelson, 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; ~~[illegible] the consideration set forth in said mortgage is true [illegible]~~

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

Dorothy M. Monroe
Notary Public

My Commission Expires: July 1, 1974

DOCUMENT NO. 106,366

No.
Re: RECEIVED FOR RECORD

1981 JUL 21 PM 3:39

QUEEN ANNE'S COUNTY

JUL 21-81 A 24702 ******5.00

Assignment

OF MORTGAGE FROM Robert H. Nelson and Pamela B. Nelson, his wife

TO Queenstown Bank of Maryland AS RECORDED IN

LIBER CWC NO. 65 FOLIO 28

MAIL TO Place in Equity No. 6938

We hereby assign the within and aforegoing mortgage unto Charles E. Smith, Attorney, for the purpose of collection by foreclosure or otherwise.

Witness the hand of the said body corporate by Leonard E. Smith, its Vice President, attested by and its Corporate seal affixed hereto and attested by its Ass't Cashier, this 14th day of July, 1981.

QUEENSTOWN BANK OF MARYLAND

Tekla Anthony
Ass't Cashier

BY Leonard E. Smith
Leonard E. Smith
Vice President

LIBER 14 PAGE 417
LIBER 177 PAGE 117

LIBER 14 PAGE 418

AETNA CASUALTY & SURETY COMPANY
HARTFORD, CONNECTICUT

****

Bond No. 98 S 17716

IN THE CIRCUIT COURT FOR Queen Annes COUNTY, MARYLAND.

Charles E. Smith, Assignee & Attorney named in Mortgage
Plaintiff

vs.

Robert H. Nelson and
Pamela B. Nelson
Defendant

Equity No. 6938

BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Charles E. Smith, Assignee & Attorney named in Mortgage Principal, and the AETNA CASUALTY AND SURETY COMPANY, HARTFORD, CONNECTICUT, a body corporate, duly incorporated under the laws of the State of Connecticut, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Sixty-Five Thousand - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15 day of July in the year of our Lord One Thousand Nine Hundred and Eighty-One.

Whereas, the above bounden Charles E. Smith, Assignee & Attorney named in Mortgage by virtue of the power contained in a mortgage ~~xxxx~~ to Queenstown Bank of Maryland from ~~to~~ Robert H. Nelson and Pamela B. Nelson bearing date the day ***** of and recorded among the mortgage records of Queen Annes County See in Liber No. Folio and Addendum #1 is about to sell the land premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Charles E. Smith, Assignee & Attorney named in Mortgage do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

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

Signed, sealed and delivered in the presence of:

Doris R. Bitely

Witness: Leeva B. Baynard

(SEAL)

(SEAL)

AETNA CASUALTY & SURETY COMPANY

By Matthew B. LaMotte
Matthew B. LaMotte
Attorney-in-fact

Addendum #1
Date 6/22/72 - Liber No. CWC65, Folio #28
Date 8/30/78 - Liber No. CWC141, Folio #28

APPROVED AS TO FORM AND LEGALITY 7/20/81

LIBER 3 PAGE 121

Ætna
LIFE & CASUALTY

THE ÆTNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

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

KNOW ALL MEN BY THESE PRESENTS, THAT THE ÆTNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint Barclay H. Trippe, Jr., Richard R. Robbins, Francis T. Willis, Matthew B. Lamotte or Reeva B. Baynard - -

of Easton, Maryland, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated , the following instrument(s):
by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incident thereto not exceeding the sum of FIVE HUNDRED THOUSAND ($500,000.00) DOLLARS -

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

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

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

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

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

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE ÆTNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Assistant Vice President, and its corporate seal to be hereto affixed this 8th day of February, 19 80

THE ÆTNA CASUALTY AND SURETY COMPANY

By R. T. Rippe
Assistant Vice President

State of Connecticut
County of Hartford } ss. Hartford

On this 8th day of February, 19 80, before me personally came R. T. RIPPE, to me known, who, being by me duly sworn, did depose and say: that he/she is Assistant Vice President of THE ÆTNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.

Johanna M. Degnan
My commission expires March 31, 19 84. Notary Public

CERTIFICATE

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

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 15 day of July, 19 81

By
Secretary

(S-1922-E) (M) 3-79

LIBER 14 PAGE 419

PRINTED IN U.S.A.

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE AND ATTORNEY NAMED IN MORTGAGE	*	FOR
	*	QUEEN ANNE'S COUNTY
VS.	*	IN EQUITY
ROBERT H. NELSON and Pamela B. Nelson	*	CHANCERY NO. 6938
	*	
MORTGAGORS	*	

* * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Charles E. Smith, Assignee and Attorney named in the mortgages from Robert H. Nelson and Pamela B. Nelson, his wife, to Queenstown Bank of Maryland, (1) dated June 22, 1972, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 65, folio 28, and (2) dated August 30, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No 141, folio 28, in which mortgages the mortgagee is granted the power of sale after any default in the terms of said mortgages, respectfully shows:

That default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the notes secured by said mortgages, the said Charles E. Smith filed in this Honorable Court his order to docket suit to foreclose said mortgages, accompanied by the said mortgages, his sworn statement as to the mortgage indebtedness and his bond given to the State of Maryland, executed by himself and the Aetna Casualty and Surety Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety in the full and just sum of Sixty Five Thousand Dollars ($65,000.00) containing the conditions required by law relative to the foreclosre of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in The Star Democrat, a newspaper published in said County at least once each week for (4) successive weeks, the first such publication being not less than twenty (20) days prior to sale, and the last such publication being not more than one (1) week prior to sale, and after having sent, not earlier than twenty (20) days and not later than five (5) days before the date of sale, by registered mail to the mortgagors, at their last known address, notice of the time, place and terms of sale, the said Charles E. Smith did attend, in front of the Courthouse door, in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 10:00 a.m., Eastern Daylight Time, on August 13, 1981, and after having the auctioneer cry the sale for a considerable

length of time, and after reading the advertisement of sale, did sell all that lot, parcel or tract of land, together with the improvements thereon, situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned mortgages, and Advertisement of Sale, unto Queenstown Bank of Maryland, Queenstown, Maryland, it being then and there the highest bidder therefor, at and for the sum of Sixty Thousand Dollars ($60,000.00)

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

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

This report states the amount of sale to be Sixty Thousand Dollars ($60,000.00).

Respectfully submitted,

Charles E. Smith

STATE OF MARYLAND

QUEEN ANNE's COUNTY to wit:

I HEREBY CERTIFY, That on this 13th day of August, 1981, before me, the subscriber, personally appeared Charles E. Smith, Assignee and Attorney named in Mortgage in the aforementioned proceedings, andmade oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

AND further made Oath as aforesaid that there has been no change in the matters and facts set forth in the Affidavit as to the military service filed in this cause on July 21, 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.

BARBARA ANN SMITH NOTARY PUBLIC Queen Anne's Co., Md.

Barbara Ann Smith
NOTARY PUBLIC
My Commission Expires: 7/01/82

LIBER 14 PAGE 422

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE and	*	
ATTORNEY NAMED IN MORTGAGE		FOR
VS.	*	
		QUEEN ANNE'S COUNTY
ROBERT H. NELSON and	*	
PAMELA B. NELSON		IN EQUITY
MORTGAGOR	*	
		CHANCERY NO. 6938

* * * * *

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S SS.

I HEREBY CERTIFY, That on this 13th day of August, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Albert V. Stant, Executive Vice President of the Queenstown Bank of Maryland, Queenstown, Maryland, purchaser at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that he as such Executive Vice President purchased all that parcel or tract of land, with the improvements, thereon, described in the Advertisement of Sale in this cause for the Queenstown Bank of Maryland, Queenstown, Maryland, and that no others are interested in said sale as principal or principals, and that he did not directly or indirectly discourage anyone from bidding on said property.

WITNESS My hand and notarial seal.

Barbara Ann Smith
Notary Public

My Commission Expires:7/01/82

BARBARA ANN SMITH NOTARY PUBLIC Queen Anne's Co., Md.

CLERK'S OFFICE
1981 AUG 14 PM 1:43
QUEEN ANNE'S COUNTY

CERTIFICATE OF AUCTIONEER

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

ALL that lot of ground and premises being known and designated as lot 8, Block "C", on a plat entitled "Section One, Castle Marina, Kent Island, Queen Anne's County, Maryland," dated April 10, 1961, prepared by Purdum and Jeschke, and recorded among Queen Anne's County Land Records in Liber T.S.P. 60, folio 573, and filed in Plat Book T.S.P. 1, folio 81, to which Plat reference is made for a more full and particular description of said lot.

BEING all the same land conveyed unto Robert H. Nelson and Pamela B. Nelson, his wife, by deed from Bittorf Ford, Inc., dated June 22, 1972, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 65, folio 25.

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

In front of the Court House door in the Town of Centreville, Queen Anne's County, Maryland, on Thursday, August 13, 1981, beginning at the hour of 10:00 a.m. Eastern Daylight Time unto the Queenstown Bank of Maryland, Queenstown, Maryland, for itself, for the sum of Sixty Thousand Dollars ($60,000.00)

Joseph Jackson, Jr.
Auctioneer

LIBER 14 PAGE 424

OFFICE OF

The Star-Democrat

Easton, Md.

This is to certify that the annexed

Attorney's Sale

in the case of

Charles E. Smith

vs.

Robert H. Nelson
and
Pamela B. Nelson

was published in THE STAR-DEMOCRAT, one of the newspapers printed and published in Talbot county and Queen Anne's once in each of four successive weeks beginning the 22nd day of July A.D. 1981

THE EASTON PUBLISHING COMPANY

Publishers of THE STAR-DEMOCRAT

Per Shaw Foster

7-22,29,8-5,12

CLERK'S OFFICE
1981 AUG 14 PM 1:44
QUEEN ANNE'S COUNTY

Attorney's Sale
of
Valuable Fee Simple Real Estate
Chester, Maryland

Under and by virtue of the power of sale contained in the mortgages from ROBERT H. NELSON and PAMELA B. NELSON, his wife, to the Queenstown Bank of Maryland, (1) dated June 22, 1972, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 65, folio 28, and (2) dated August 30, 1978, and recorded among the Land Records in Liber C.W.C. No. 141, folio 28, default having occurred in the terms of said mortgages, the undersigned Attorney, being authorized to exercise the power of sale in case of default by virtue of his being designated in one of said mortgages and by assignment from the mortgagee in the other said mortgage, will offer at public auction in front of the Courthouse door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 10 a.m., Eastern Daylight Time, on

Thursday, August 13, 1981

the following real estate, to wit:

ALL that lot of ground and premises being known and designated as lot 8, Block "C," on a plat entitled "Section One, Castle Marina, Kent Island, Queen Anne's County, Maryland," dated April 10, 1961, prepared by Purdum and Jeschke, and recorded among Queen Anne's County Land Records in Liber T.S.P. 60, folio 573, and filed in Plat Book T.S.P. 1, folio 81, to which Plat reference is made for a more full and particular description of said lot.

BEING all the same land conveyed unto Robert H. Nelson and Pamela B. Nelson, his wife, by deed from Bittorf Ford, Inc., a Maryland Corporation, dated the 22nd day of June, 1972, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 65, folio 25.

IMPROVEMENTS: Single family residence.

TERMS OF SALE: The Purchaser(s) shall be required to deposit the sum of ten thousand dollars ($10,000.00) in the form of cash, certified check or cashier's check on the day of sale. The balance of the purchase money with interest thereon at the rate of ten (10) percent per annum to be paid in cash, certified check or cashier's check within ten (10) days from the date of ratification of sale by the Circuit Court for Queen Anne's County. Time being of the assence. Taxes and all other assessments will be adjusted to the date of final settlement. All transfer expenses, including deeds, title examination, documentary stamps, transfer taxes and notary fees are to be paid by the purchaser(s).

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule BR6b3 of the Maryland Rules of Procedure.

Charles E. Smith
Attorney Named
in Mortgage
Telephone
301-827-7550

Joseph Jackson, Jr.
Auctioneer

W787-22,29,8-5,12

August 3, 1981

Mr. and Mrs. Robert H. Nelson
C/o Mrs. Kenneth Nelson
Greenwood Creek
Queenstown, MD 21658

Dear Mr. and Mrs. Nelson:

Foreclosure proceedings have been filed in the Circuit Court for Queen Anne's County against the property mortgaged by you to the Queenstown Bank of Maryland. A copy of the advertisement of sale setting forth the time and place of sale and the terms thereof is enclosed. This notice is made pursuant to Maryland Rule W74 (2C).

This sale will be held in front of the Courthouse door in Centreville, Maryland, on Thursday, August 13, 1981, at 10 a.m., Eastern Daylight Time. This sale may be cancelled prior to the above date by payment of the principal and interest due to the mortgagee plus all costs, legal fees and commissions, as set forth in the mortgage documents and as prescribed by law.

Sincerely,

Charles E. Smith

CES/db

Enclosure

CERTIFIED MAIL

LIBER 14 PAGE 426

No. 512304

RECEIPT FOR CERTIFIED MAIL

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

SENT TO
M/M Robert Nelson
STREET AND NO.
C/o Mrs. Kenneth Nelson
P.O., STATE AND ZIP CODE
Queenstown, MD 21658

POSTAGE		$ 18
CONSULT POSTMASTER FOR FEES — CERTIFIED FEE		75 ¢
OPTIONAL SERVICES — SPECIAL DELIVERY		¢
RESTRICTED DELIVERY		¢
RETURN RECEIPT SERVICE — SHOW TO WHOM AND DATE DELIVERED		60 ¢
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		$ 1.83

POSTMARK OR DATE
QUEENSTOWN, MD. AUG 1981

PS Form 3800, Apr. 1976

PS Form 3811, Jan. 1979

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

2. ARTICLE ADDRESSED TO:
Mr. and Mrs. Robert H. Nelson
C/o Mrs. Kenneth Nelson
Queenstown, MD 21658

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	512304	

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY 8-8-81 — POSTMARK

5. ADDRESS (Complete only if requested)

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

☆GPO : 1979-300-459

CLERK
1981 AUG 14 PM 1:44
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE

CHARLES E. SMITH, Assignee and Attorney named in Mortgage vs. ROBERT H. NELSON and PAMELA B. NELSON Mortgagors	In the Circuit Court for Queen Anne's County In Equity Cause No. 6938

ORDERED, this 14th day of August, 19 81, that the sale of the real property, made and reported in this cause by Charles E. Smith, Assignee and Attorney, be ratified and confirmed, on or after the 14th 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 7th day of September, 19 81.

The report states the amount of sales to be $ 60,000.00.

Marguerite H. Markin Clerk

Filed August 14, 1981

LIBER 14 PAGE 427

Centreville, Md. 9-23 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 2 successive weeks before the 14th 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 2nd day of September 19 81.

Publishers, Record Observer

Per Marjorie Freeman

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 29 AM 10: 59
QUEEN ANNE'S COUNTY

ORDER NISI
ON SALE
CHARLES E. SMITH,
Assignee and Attorney named in Mortgage
vs.
ROBERT H. NELSON
and
PAMELA B. NELSON,
Mortgagors
In the Circuit Court for Queen Anne's County
In Equity
Cause No. 6938

ORDERED, this 14th day of August, 1981 that the sale of the real property, made and reported in this cause by Charles E. Smith, Assignee and Attorney, be ratified and confirmed, on or after the 14th 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 7th day of September, 1981.

The report stetes the amount of sales to be $60,000.

Marguerite W. Mankin
Clerk

True Copy, Test:
Marguerite W. Mankin,
Clerk.
By: Betty M. Comegys
Deputy Clerk
Filed: August 14, 1981.

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE AND ATTORNEY NAMED IN MORTGAGE	*	FOR
	*	QUEEN ANNE'S COUNTY
VS.	*	IN EQUITY
ROBERT H. NELSON and PAMELA B. NELSON, his wife	*	CHANCERY NO. 6938
MORTGAGORS	*	

* * *

FINAL ORDER OF RATIFICATION OF SALE

IT IS ORDERED, by the Circuit Court for Queen Anne's County, IN EQUITY this 1st day of October, 1981 that the sale of the real estate made and reported in this cause by Charles E. Smith, Assignee and Attorney Named in Mortgage, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding Order Nisi; and the said Charles E. Smith, Assignee and Attorney Named in Mortgage, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

Clayton C. Carter
JUDGE

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CHARLES E. SMITH :
Assignee and Attorney :
v. : Chancery #6938
ROBERT H. NELSON and :
PAMELA B. NELSON

: : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price		$ 60,000.00	
Interest on $50,000 at 10% from 8/13 to 10/1 49 days at $13.70 per day		671.30	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 60,671.30
COMMISSIONS PAYABLE TO ASSIGNEE/ATTORNEY		$ 3,150.00	
ATTORNEY FEE, as per Mortgages		550.00	
EXPENSES OF SALE			
Court costs	$ 135.00		
Advertising			
Notice of sale	266.00		
Report of sale	34.12		
Bond premium	260.00		
Auctioneer's fee	150.00		
Certified mail	1.53	846.65	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 45.00		
Postage & xerox	1.19	46.19	4,592.84-
AVAILABLE FOR DISTRIBUTION			$ 56,078.46
INDEBTEDNESS UNDER MORTGAGES			
First Mortgage principal, per Statement of Debt		$ 27,624.79	
Interest per Statement		2,525.51	
Interest at 8% on principal 7/15 to 10/12 (89 days at $6.05)		538.45	
Second Mortgage principal, per Statement of Debt		31,625.60	
Interest, per Statement		2,840.85	
Late charges, per Statement		245.52	
Interest at 8% on principal 7/15 to 10/12 (89 days at $6.93		616.95	
1980/81 real property taxes paid by Mortgagee, as per Statement		371.63	
Fire insurance premiums paid by Mortgagee, as per Statement		228.00	
TOTAL DUE MORTGAGEE			$ 66,617.30
Available for Distribution to Mortgagee, as above			56,078.30-
DEFICIT			$ 10,538.84-

NOTICE

The attached Account was filed on the 22nd day of March, 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 #6938. 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 22nd day of March, 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:

Charles E. Smith, Esquire
Post Office Box 147
Grasonville, Maryland 21638

Robert H. Nelson
c/o Emil Hirsch, Esquire
222 East Baltimore Street
Baltimore, Maryland 21202

Pamela B. Nelson
c/o Mrs. Kenneth Nelson
Queenstown, Maryland 21638

John W. Sause, Jr.
Auditor

LIBER 14 PAGE 432

CHARLES E. SMITH, Assignee and Attorney	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 6938
ROBERT H. NELSON , et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 22nd day of March, 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 April, 19 82, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Marguerite H. Mankin Clerk

Filed March 22, 1982

	*	IN THE CIRCUIT COURT
CHARLES E. SMITH, Assignee and Attorney Named in Mortgage	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6938
	*	
ROBERT H. NELSON and PAMELA B. NELSON, his wife	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 16th day of April, 1982, by the Court that the account of the Auditor is finally ratified and confirmed, and Charles E. Smith, Assignee/Trustee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite W. Menkin Clerk

Filed April 16, 1982

LIBER 14 PAGE 434

ROBERT E. JARRELL, ASSIGNEE
3 North First Street
P.O. Box 397
Denton, Maryland 21629

vs.

HERBERT E. BRANN
RT 2 Box 347-A
Felton, Delaware 19943

: IN THE CIRCUIT COURT

: FOR QUEEN ANNE'S COUNTY

: CHANCERY NO. 7047.

ORDER TO DOCKET

JAN 22-82 * 2 303 *****60.00
JAN 22-82 A 92 303 *****60.00

Madam Clerk:

Please docket the above entitled case and file the following instrument marked "Plaintiff's Exhibit A":

Original Mortgage from Herbert E. Brann to Mary Reader and Nell D. Knotts, dated May 9, 1977 and recorded among the Mortgage Records for Queen Anne's County, Maryland in Liber C.W.C. No. 119, folio 701.

Robert E. Jarrell

Robert E. Jarrell, Assignee
P.O. Box 397, Denton, Md. 21629
Telephone: 479-2112

RECEIVED
CLERK, CIRCUIT COURT
1982 JAN 22 AM 10: 51
QUEEN ANNE'S COUNTY

NIER, JARRELL & HUBBARD
ATTORNEYS-AT-LAW
DENTON, MARYLAND
21629

TELEPHONE 479-2112

ROBERT E. JARRELL, ASSIGNEE
Plaintiff

vs.

HERBERT E. BRANN
Defendant

: IN THE CIRCUIT COURT

: FOR QUEEN ANNE'S COUNTY

: CHANCERY NO. 7047

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 18th day of January, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Mary Reader and Nell D. Knotts, and made oath in due form of law, that they know the Defendant herein and that to the best of their knowledge, information and belief:

(1) Said Defendant is not in the Military Service of the United States 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.

Jeanie S. Elliott
Notary Public

JEANIE S. ELLIOTT
NOTARY PUBLIC
CAROLINE CO., MD.

My Commission Expires:
July 1, 1982

NIER, JARRELL
& HUBBARD
ATTORNEYS-AT-LAW
DENTON, MARYLAND
21629
TELEPHONE 479-2112

LIBER 14 PAGE 436

ROBERT E. JARRELL, ASSIGNEE Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
HERBERT E. BRANN Defendant	:	CHANCERY NO. 7047

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Debt submitted by Robert E. Jarrell, Assignee, on account of a delinquent mortgage from Herbert E. Brann to Mary Reader and Nell D. Knotts, dated May 9, 1977 and recorded among the Mortgage Records for Queen Anne's County, Maryland in Liber C.W.C. No. 119, folio 701.

Original Principal of loan ----------	$7,000.00
Less principal reduction to date ---------	2,261.72
Outstanding principal now due ----------	4,738.28
Outstanding accrued interest as of January 9, 1982 at $31.59 per month-------	126.36
TOTAL MORTGAGE INDEBTEDNESS ----------	$4864.64

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 20th day of January, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert E. Jarrell, Assignee, and made oath in due form of law that the matters and facts contained in the aforegoing Statement of Mortgage Debt are true and correct to the best of his knowledge, information, and belief.

AS WITNESS my hand and Notarial Seal.

JEANIE S. ELLIOTT NOTARY PUBLIC CAROLINE CO., MD.

Jeanie S. Elliott
Notary Public

My Commission Expires:
July 1, 1982

NIER, JARRELL & HUBBARD
ATTORNEYS-AT-LAW
DENTON, MARYLAND
21629

TELEPHONE 479-2112

DOCUMENT NO. 88498

RECEIVED
CLERK, CIRCUIT COURT
1977 MAY 17 AM 11:10
QUEEN ANNE'S COUNTY

HERBERT E. BRANN

to :

MARY READER and NELL D. KNOTTS :

MAY 17-77 * 21025 *****15.50
MAY 17-77 A 21025 *****15.50

THIS PURCHASE MONEY MORTGAGE, Made this 9th day of May, in the year Nineteen Hundred and Seventy-Seven, by HERBERT E. BRANN, of Felton, Delaware.

WHEREAS, I owe and am justly indebted unto MARY READER and NELL D. KNOTTS, as joint tenants, their assigns and heirs and assigns, in the full sum of $7,000.00 for money borrowed on account of the purchase price of the hereinafter described land, as evidenced by my promissory note, bearing even date herewith, and payable in accordance with the terms therein contained; and to better secure the prompt payment of the said promissory note and also any renewal or renewals for the whole or any part thereof, including a renewal of a renewal, which might be hereafter give, THIS PURCHASE MONEY MORTGAGE is executed.

NOW THEREFORE, THIS PURCHASE MONEY MORTGAGE WITNESSETH, that for and in consideration of the premises and the further sum of One ($1) Dollar, the receipt of all of which is hereby acknowledged, the said HERBERT E. BRANN does hereby grant and convey unto MARY READER and NELL D. KNOTTS, as joint tenants, their assigns and heirs and assigns in fee simple, all the following described property, to wit:

PARCEL NO. 1:

ALL that lot or piece of land situate, lying and being in the Town of Templeville, in the First Election District for Queen Anne's County, Maryland, and being more fully described as follows: BEGINNING at the northerly side of Maryland State Route 302 and the southeast corner of the Mary K. Reader lot (Deed Reference: Parcel No. 1 of Parcel No. 11 in Liber T.S.P. No. 13, folio 499, one of the Land Records for Queen Anne's County, Maryland), thence with said Reader property to the line of property now owned by H & H Builders, Inc. (Deed Reference: Parcel No. 2 in Liber C.W.C. No. 88, folio 212), thence with said property to the property of Homer Sparks (Deed Reference: Liber T.S.P. No. 26, folio 213), thence with said property to the aforesaid state highway, thence with the northerly side of said highway to the place of beginning, CONTAINING WHATEVER QUANTITY OF LAND IT MAY, and BEING THE SAME LAND described in a deed from NELL D. KNOTTS to HERBERT E. BRANN by deed bearing even date and intended to be recorded simultaneously herewith among the Land Records for Queen Anne's County, Maryland.

PARCEL NO. 2:

ALL that certain lot, piece or parcel of land known as the "Guerney Lowman Property", situate, lying and being in the Village of

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& HUBBARD
ATTORNEYS AT LAW
DENTON, MARYLAND
21629

TELEPHONE 479-2112

Templeville, in the First Election District of Queen Anne's County, Maryland, adjoining the property of William Poor on the East and Lucy J. Temple and Lizzie Temple on the West. Beginning on the public road running through the village to the Delaware line fifty-three and one-half feet West of the division line between Ann M. Temple and Lucy J. and Lizzie Temple and running North with the line of Lucy J. and Lizzie Temple one hundred ninety-three feet to a stone on point in the line of J. V. Knotts, fifty-six feet East of the Northwest corner of Anne M. Temple's lot; thence east with the line of J.V. Knotts sixty-eight feet to the corner of William Poor's lot; thence South with the line of William Poor one hundred ninety-two feet to the public road; thence with said road sixty-one and one-half feet tothe place of beginning, SAVE AND EXCEPT all that part of this land previously conveyed by deed to Louis H. Emory at Liber T.S.P. No. 30, folio 99, a Land Record for Queen Anne's County, Maryland. IT BEING THE SAME LAND described in a deed from MARY READER to HERBERT E. BRANN bearing even date and intended to be recorded simultaneously herewith among the Land Records for Queen Anne's County, Maryland.

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& HUBBARD
ATTORNEYS AT LAW
DENTON, MARYLAND
21629

TELEPHONE 479-2112

TOGETHER with the buildings and improvements thereupon and all the rights, roads, alleys, ways, waters, privileges, easements, profits and appurtenances thereunto belonging or in anywise appertaining, and including any right, title, interest and estate hereafter acquired by the Mortgagors in the property granted herein.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of Mortgagee, his heirs, personal representatives, successors or assigns.

PROVIDED, that if Mortgagor shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by Mortgagor 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 of the terms, covenants and conditions of this mortgage and the note secured hereby, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

WHEREVER used herein the masculine gender shall include the feminine and neuter and the neuter gender shall include the masculine and feminine, and the singular form shall include the plural, and all the covenants and agreements of Mortgagor and Mortgagee shall extend to and bind his heirs, personal representatives, successors or assigns.

MORTGAGOR covenants and agrees, jointly and severally, with the Mortgagee as follows:

FIRST: That he warrants specially the property hereby conveyed, that he is seized thereof in fee simple and has a right to convey same; that he has done no act to encumber the same; that he will execute such further assurances thereof as may be requisite;

SECOND: That he will pay or cause to be paid when due said principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest thereon, and all other sums payable by him in accordance with the terms of this mortgage and the note secured hereby, or any renewals or extensions, and that he hereby expressly waives the benefit of all exemptions, homestead or otherwise, under the laws of this and any other state and agrees to pay the debt without any offset whatever;

THIRD: That he will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed;

FOURTH: That he will insure and keep insured buildings and other improvements now or which may hereafter be placed on the said premises against loss or damage 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 interests may appear. At

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& HUBBARD
ATTORNEYS AT LAW
DENTON, MARYLAND 21629

TELEPHONE 479-2112

the option of the Mortgagor and subject to general regulations 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; or at the option of the Mortgagee sums so received may be returned to the Mortgagor.

FIFTH: That so long as there is no default on the part of Mortgagor in any of the terms, covenants and conditions of this mortgage and the note secured hereby, the Mortgagor shall have the right to the possession and enjoyment of the property hereby conveyed, but upon default in the payment of the whole debt hereby secured or any part thereof as the same shall become due and payable or in the event of a breach of any of the terms, covenants and conditions of this mortgage, or of the note hereby secured, or in the event the Mortgagor should die or file a petition under the Bankruptcy Act or make an assignment for the benefit of creditors or become insolvent or file a petition for an arrangement with creditors, the entire debt secured by this mortgage shall, at the option of the Mortgagee, become immediately due and payable.

SIXTH: That upon default in the performance of any of the covenants or conditions hereof, the mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged and, upon such default, hereby authorized the Mortgagee, its successors or assigns, to sell the property described herein, and any sale under the said assent to a decree or under the said power of sale shall be made in accordance with applicable rules of procedures issued by the Court of Appeals of Maryland and the proceeds of such sale shall be applied as follows: (1) to the repayment of all expenses incident to the sale, including an attorneys' fee of $150.00 plus a commission to the person making the sale in an amount equal to the commission allowed to trustees for making sale of real estate by virtue of a decree of a court exercising equity jurisdiction in Maryland; (2) to the payment of all indebtedness secured hereby, whether matured or unmatured; and (3) any surplus shall be distributed to whomsoever may be legally entitled thereto.

And said Mortgagor hereby covenants and agrees 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 him 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 of decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commissions said Mortgagor does

NIER, JARRELL
& HUBBARD
ATTORNEYS AT LAW
DENTON, MARYLAND 21629
TELEPHONE 479-2112

hereby covenant to pay as a part of the indebtedness hereby secured, and said Mortgagee, its successors or assigns, 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 and seal of said Mortgagor.

WITNESS:

Robert E. Jarrell — Herbert E. Brann (SEAL)
Herbert E. Brann

_____ _____ (SEAL)

_____ _____ (SEAL)

_____ _____ (SEAL)

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of May, 19 77, before me, the subscriber, a Notary Public for the State and County aforesaid personally appeared Herbert E. Brann the Mortgagor named in the aforegoing Mortgage and acknowledged the aforegoing mortgage to be his act. At the same time, also personally appeared Nell D. Knotts and Mary K. Reader, the Mortgagees herein, 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 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.

GLADYS ANN ADAMS NOTARY PUBLIC CAROLINE COUNTY, MD.

Gladys Ann Adams
Notary Public

My Commission Expires July 1, 1978

NIER, JARRELL & HUBBARD
ATTORNEYS AT LAW
DENTON, MARYLAND 21629
TELEPHONE 479-2112

DOCUMENT NO. 107,989

14 ...442

No_____

Re_____ RECEIVED FOR RECORD_____

1982 JAN 22 PM 3:52

WILLIAMS COUNTY

Assignment

JAN 22-82 * 2 302 ******6.00
JAN 22-82 A 2 302 ******6.00

OF MORTGAGE FROM Herbert E. Brann

TO Mary Reader and Nell D. Knotts AS RECORDED IN

LIBER CWC NO. 119 FOLIO 701

MAIL TO Place in Equity No. 7047

ASSIGNMENT

We, the undersigned mortgagees, do hereby assign and transfer the within and aforegoing mortgage to Robert E. Jarrell, Attorney, for the purposes of foreclosure and collection this 18th day of January, 1982.

WITNESS:

Mary K. Reader (SEAL)
Mary Reader

Bonnie J. Vogt

Nell D. Knotts (SEAL)
Nell D. Knotts

LIBER 182 PAGE 211

ROBERT E. JARRELL, ASSIGNEE Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR CAROLINE COUNTY
HERBERT E. BRANN Defendant	:	CHANCERY NO. 7047

AFFIDAVIT OF SERVICE

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert E. Jarrell, Assignee, and made oath in due form of law as follows:

1. That the Affiant did on the 9th day of February, 1982, mail by certified mail, return receipt requested, restricted delivery, to Herbert E. Brann, Rt 3 Box 347-A, Felton, Delaware 19943, a notice of time, place and terms of sale. The signed receipt by Herbert E. Brann is attached hereto showing receipt by him on February 11, 1982.

2. That the Affiant did on the 9th day of February, 1982, mail by certified mail, return receipt requested, restricted delivery, to Virginia S. Brann, Rt 3 Box 347-A, Felton, Delaware 19943, a notice of time, place and terms of sale. The signed receipt by Virginia S. Brann is attached hereto showing receipt by her on February 11, 1982.

AS WITNESS my hand and seal this 15th day of February, 1982.

JEANIE S. ELLIOTT NOTARY PUBLIC CAROLINE CO., MD.

Jeanie S. Elliott
Notary Public

My Commission Expires:
July 1, 1982

RECEIVED
CLERK, CIRCUIT COURT
1982 FEB 16 AM 10:23
QUEEN ANNE'S COUNTY

NIER, JARRELL
& HUBBARD
ATTORNEYS-AT-LAW
DENTON, MARYLAND
21629

TELEPHONE 479-2112

LIBER 14 PAGE 444

PS Form 3811, Jan. 1979 — 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.)
   - XX Show to whom and date delivered.....¢
   - ☐ Show to whom, date and address of delivery.....¢
   - XXX RESTRICTED DELIVERY –ADDRESSEE ONLY
     Show to whom and date delivered.....¢
   - ☐ RESTRICTED DELIVERY.
     Show to whom, date, and address of delivery.$____

   (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:
   Herbert E. Brann
   Rt 3 Box 347-A
   Felton, Delaware 19943

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	3471654	

(Always obtain signature of addressee or agent)

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

Herbert Brann

4. DATE OF DELIVERY 2-11-82

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

POSTMARK FELTON, DE FEB 11 1982 USPS

CLERK'S INITIALS

☆GPO : 1979-300-459

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY

Equity #7047 STATE OF MARYLAND

ROBERT E. JARRELL, ASSIGNEE
Plaintiff

vs.

HERBERT E. BRANN
Defendant

BOND OF Robert E. Jarrell
TO SELL
REAL ESTATE

CHANCERY NO. 7047

KNOW ALL MEN BY THESE PRESENTS: That ~~we~~, I, Robert E. Jarrell, Assignee, to whom the hereinafter described Mortgage was assigned for the puspose of foreclosure

as Principal ,
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate 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 ——————————————————
Dollars ($ 5,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 15th day of February , in the year of our Lord, nineteen hundred and eighty-two.

WHEREAS, the above bounden Robert E. Jarrell, Assignee

by virtue of the power contained in a mortgage from Herbert E. Brann to Mary Reader and Nell D. Knotts ——————————————————— bearing date the 9th day of May , 19 77 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 119 Folio 701 and

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

Robert E. Jarrell, 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.

Signed, sealed and delivered

in the presence of

Bonnie J. Vogt

Robert E. Jarrell (SEAL)
Robert E. Jarrell, Assignee

(SEAL)

Surety Approved UNITED STATES FIDELITY AND GUARANTY COMPANY

By Richard W. Hinkle
Richard W. Hinkle

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

LIBER 3 PAGE 215

LIBER 14 PAGE 445

LIBER 14 PAGE 446

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

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 16th day of February, 1982.

Marguerite W. Martin

Clerk of Circuit Court for Queen Anne's County

ROBERT E. JARRELL

Assignee

Vs.

HERBERT E. BRANN

IN THE CIRCUIT COURT

FOR ~~CAROLINE~~ QUEEN ANNE'S COUNTY

IN EQUITY, No. 7047

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Robert E. Jarrell Assignee, in the above entitled cause, respectfully shows:

First: That Herbert E. Brann executed a mortgage to Mary Reader and Nell D. Knotts bearing date the 9th day of May, 1977, and recorded in Liber C.W.C. No. 119, Folio 701, etc., one of the Mortgage Record Books for ~~Caroline~~ Queen Anne's County, aforesaid, which has been duly assigned to Robert E. Jarrell for the purpose of foreclosure and collection, as will more fully appear by reference to a certified copy of said mortgage filed in this proceeding.

Second: That, after default occurred in the covenants and conditions of said mortgage and after having given bond as required by law, with surety approved by the Clerk of the Circuit Court for ~~Caroline~~ Queen Anne's County, for the faithful performance of his trust, and after having complied with all other prerequisites of law and said mortgage, and after having given more than twenty days' notice of the time, place, manner and terms of sale by advertisement inserted in The Record Observer, a newspaper printed and published in ~~Caroline~~ Queen Anne's County, Maryland, as will appear by a printer's certificate of said advertisement filed herewith, your Assignee did attend at public sale, at the premises in the town of Templeville, Maryland, on Tuesday, February 23, 1982, ~~between the hours of~~ and at 2:00 P.M. o'clock P. M., and then and there proceeded to sell the property mentioned in said mortgage, and described as follows:

PARCEL NO. 1: ALL that lot or piece of land siuate, lying and being in the the Town of Templeville, in the First Election District for Queen Anne's County, Maryland, and being more fully described as follows: BEGINNING at the northerly side of Maryland State Route 302 and the southeast corner of the Mary K. Reader lot (Deed Reference: Parcel No. 1 of Parcel No. 11 in Liber T.S.P. No. 13, folio 499, one of the Land Records for Queen Anne's County, Maryland), thence with said Reader property to the line of property now owned by H & H Builders, Inc. (Deed Reference: Parcel No. 2 in Liber C.W.C. No. 88, folio 212), thence with said property to the property of Homer Sparks (Deed Reference: Liber T.S.P. No. 26, folio 213), thence with said property to the aforesaid state highway, thence with the northerly side of said highway to the place of beginning, containing whatever quantity of land it may. IT BEING THE SAME LAND described in a deed from Nell D. KNotts to Herbert E. Brann, dated May 9, 1977 and recorded in Liber C.W.C. No. 119, folio 697, one of the Land Records for Queen Anne's County, Maryland.

PARCEL NO. 2: ALL that certain lot, piece or parcel of land known as the "Guerney Lowman Property", situate, lying and being in the village of Templeville, in the First Election District of Queen Anne's County, Maryland, adjoining the property of William Poor on the east and Lucy J. Temple and Lizzie Temple on the west. Beginning on the public road running through the village to the Delaware line 53½ feet west of the division line between Ann M. Temple and Lucy J. and Lizzie Temple and running north with the line of Lucy J. and Lizzie Temple 193 feet to a stone on point in the line of J. V. Knotts, 56 feet east of the northwest corner of Anne M. Temple's lot; thence east with the line of J. V. Knotts 68 feet to the corner of William Poor's lot; thence south with the line of William Poor 192 feet to the public road; thence with said road 61½feet to the place of beginning, SAVE AND EXCEPT all that part of this land previously conveyed by deed to Louis H. Emory at Liber T.S.P. No. 30, folio 99, a Land Record for Queen Anne's County, Maryland. IT BEING THE SAME LAND described in a deed from Mary Reader to Herbert E. Brann, dated May 9, 1977 and recorded in Liber C.W.C. No. 119, folio 699, one of the Land Records for Queen Anne's County, Maryland.

Your Assignee then and there sold the said property to Mary Reader and Nell D. Knotts, they being the highest bidder therefore, at the sum of FIVE THOUSAND DOLLARS ($ 5,000.00), and said purchasers have satisfactorily complied with the terms of sale.

Respectfully submitted,

Robert E. Jarrell
Assignee

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 24th day of February, 19 82, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, aforesaid, personally appeared Robert E. Jarrell Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are correct and true as therein stated, to the best of his knowledge and belief and that the sale therein reported was fairly made, and further made oath pursuant to the requirements of the Soldiers' and Sailors' Civil Relief Acts that the Mortgagor is (are) not in the military service of the United States, and (has) have not been in such service within three months prior hereto, and show the following facts relative to the status of the Mortgagor :

NOTARY PUBLIC ELLIOTT CAROLINE CO., MD.

Witness my hand and Notarial Seal.

Jeanne S. Elliott
Notary Public.

My Commission Expires: July 1, 1982

ROBERT E. JARRELL, ASSIGNEE : IN THE CIRCUIT COURT
Plaintiff

vs. : FOR QUEEN ANNE'S COUNTY

HERBERT E. BRANN
Defendant : CHANCERY NO. 7047

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of February, 1982, before me, the subscriber a Notary Public in and for the State and County aforesaid, personally appeared Mary K. Reader, one of the purchasers at the foreclosure sale in this case, and made oath in due from of law that she and/Nell D. Knotts the purchasers are and purchased same as principals and not as agents for anyone, and that they have not directly discouraged anyone from bidding for same.

Robert E. Jarrell
Notary Public

ROBERT E. JARRELL NOTARY PUBLIC Caroline Co. Md.

My Commission Expires:

Mary K. Reader
Affiant

RECEIVED
CLERK OF CIRCUIT COURT
1982 FEB 26 AM 10:15
QUEEN ANNE'S COUNTY

NIER, JARRELL
& HUBBARD
ATTORNEYS-AT-LAW
DENTON, MARYLAND
21629

TELEPHONE 479-2112

14 AM 450

ROBERT E. JARRELL, ASSIGNEE Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
HERBERT E. BRANN Defendant	:	CHANCERY NO. 7047

MEMORANDUM OF SALE

I, Louis C. Andrew, do hereby make oath in due form of law, that I, as auctioneer, did sell to Mary Reader and Nell D. Knotts (they being the highest bidders) the property mentioned in the Petition For Foreclosure on February 23, 1982 at 2:00 P.M. for a total sales price of $5,000.00

Louis C. Andrew,
Auctioneer

RECEIVED
CLERK OF CIRCUIT COURT
1982 FEB 26 AM 10:15
QUEEN ANNE'S COUNTY

NIER, JARRELL
& HUBBARD
ATTORNEYS-AT-LAW
DENTON, MARYLAND
21629

TELEPHONE 479-2112

ORDER NISI ON SALE

ROBERT E. JARRELL, Assignee vs. HERBERT E. BRANN	In the Circuit Court for Queen Anne's County In Equity Cause No. 7047

ORDERED, this 26th day of February, 19 82, that the sale of the real property, made and reported in this cause by Robert E. Jarrell, Assignee, be ratified and confirmed, on or after the 29th day of March, 19 82, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 22nd day of March, 19 82.

The report states the amount of sales to be $5,000.00.

Marguerite H. Mankin Clerk

Filed February 26, 1982

LIBER 14 PAGE 452

Centreville, Md. 3-11 19 82

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 23rd day of February 19 82. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 3rd day of February 19 82, and the last insertion on the 17th day of February 19 82.

Publishers, Record Observer

Per Myrna Thomas

RECEIVED
CLERK, CIRCUIT COURT
1982 MAR 31 AM 10: 29
QUEEN ANNE'S COUNTY

Assignee's Sale

Of

Two Story Frame Dwelling Located in the Town of Templeville

Under and by virtue of the Power of Sala contained in a mortgage by Herbert E. Brann, datad May 9, 1977, and racordad in Liber C.W.C. No. 119, folio 701, one of tha Land Records for Quaen Anne's County, Maryland, default having occurred under tha tarms of said mortgage, tha undersigned Assignea will offer and expose at public sale to the highest bidder on the premises, in Templeville, Quaen Anne's County, Maryland, 2:00 P.M. on

Tues., Feb. 23, 1982

the following described property:

PARCEL NO. 1: ALL that lot or pieca of land situate, lying and being in tha Town of Templeville, In tha First Election District for Queen Anne's County, Maryland, and being more fully described as follows: BEGINNING at the northerly side of Maryland State Route 302 and the southeast corner of the Mary K. Reeder lot (Deed Reference: Parcel No. 1 of Parcel No. 11 in Libar T.S.P. No. 13, folio 499, one of the Land Records for Quaen Anna's County, Maryland), thence with said Reader property to tha lina of property now owned by H & H Builders, Inc. (Deed Referenca: Parcel No. 2 In Liber C.W.C. No. 88, folio 212), thence with said proparty to the property of Homar Sparks (Deed Referanca: Liber T.S.P. No. 26, folio 213), thence with said property to tha aforesaid stata highway, thenca with the northerly side of said highway to the place of begining, containing whatever quantity of land it may.

IT BEING THE SAME LAND described in a deed from Nell D. Knotts to Herbert E. Brann, datad May 9, 1977 and recorded in Liber C.W.C. No. 119, folio 697, one of the Land Records for Quaen Anna's County, Maryland.

PARCEL NO. 2: ALL that certain lot, pieca or parcel of lend known as the "Guerney Lowman Property," situate, lying and baing in tha Village of Templeville, In the First Election District of Queen Anne's County, Maryland, adjoining the property of William Poor on the east and Lucy J. Tampla and Lizzie Temple on the west. Beginning on the public road running through the village to the Delaware line 53½ feet west of the division line between Ann M. Temple and Lucy J. and Lizzie Temple and running north with the line of Lucy J. and Lizzia Templa 193 feet to a stone on point in the line of J. V. Knotts, 56 feat east of tha northwest cornar of Anne M. Temple's lot; thence east with the line of J. V. Knotts 68 feet to tha corner of William Poor's lot; thence south with the lina of William Poor 192 faet to tha public road; thence with said 61½ feet to the place of beginnng, SAVE AND EXCEPT all that part of this land praviously conveyed by deed to Louis H. Emory at Liber T.S.P. No. 30, folio 99, a Land Record for Queen Anne's County, Maryland.

IT BEING THE SAME LAND described in a deed from Mary Reader to Herbert E. Brann, dated May 9, 1977 and recorded In Liber C.W.C. No. 119, folio 699, one of the Land Records for Queen Anna's County, Maryland.

LOCATION OF PROPERTY: Northsida of Maryland State Rt. 302 and the east slda of Bear Pond Rd., in the Town of Templeville.

IMPROVEMENTS: This property Is Improvad by a two story frame dwelling, having 4 rooms on the 1st floor and 4 rooms on the 2nd floor.

TERMS OF SALE: Two Thousand ($2,000) Dollars by cash or cartified check on day of sale, balance upon ratification of sale. Title search, survey, state ravenue stamps, transfer and recording costs to be at the expense of tha purchaser. State and County property taxes shall be adjusted to date of final settlamant.

Robert E. Jarrell,
Assignee

Auctioneer:
Louis C. Andrew

RO-2-3-31-82

RECEIVED
CLERK. CIRCUIT COURT
1982 APR 21 AM 10: 12
QUEEN ANNE'S COUNTY

Centreville, Md. 3-18 19 82

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 22nd day of March 19 82 And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 3rd day of March 1982, and the last insertion on the 17th day of March 19 82.

Publishers, Record Observer

Per Margie Freeman

ORDER NISI ON SALE
ROBERT E. JARRELL, Assignee
vs.
HERBERT E. BRANN
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 7047

ORDERED, this 26th day of February, 1982, that the sale of the real property, made and reported in this cause by Robert E. Jarrell, Assignee, be ratified and confirmed, on or after the 29th day of March, 1982, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 22nd day of March, 1982.

The report states the amount of sales to be $5,000.00.

MARGUERITE W. MANKIN Clerk
By: Betty M. Comegys
Deputy Clerk

Filed February 26, 1982

RO-3-3-31-07

LIBER 14 PAGE 454

ORDER NISI

ROBERT E. JARRELL, ASSIGNEE
Plaintiff

Vs.

HERBERT E. BRANN
Defendant

IN THE CIRCUIT COURT
FOR ~~CAROLINE~~ QUEEN ANNE'S COUNTY

IN EQUITY, No. 7047 Chy.

ORDERED, this _____ day of _____ 19 82, that the sale of the property mentioned in these proceedings, made and reported by _____ Robert E. Jarrell, Assignee _____ be RATIFIED AND CONFIRMED, on or after the _____ day of _____ 19 82, unless cause to the contrary thereof be previously shown; Provided a copy of this Order be inserted in some newspaper published in ~~Caroline~~ Queen Anne's County, Maryland, once in each of three successive weeks, before the _____ day of _____ 19____.

The Report states the amount of sales to be $ 5,000.00

_____ Clerk.

FINAL ORDER RATIFICATION OF SALE

ROBERT E. JARRELL, ASSIGNEE
Plaintiff

Assignee

Vs.

HERBERT E. BRANN

IN THE CIRCUIT COURT
FOR ~~CAROLINE~~ QUEEN ANNE'S COUNTY

IN EQUITY, No. 7047 Chy.

ORDERED, This 21st day of April, 1982, by the Circuit Court for ~~Caroline~~ Queen Anne's County, in Equity, that the sale of the property mentioned in these proceedings by Robert E. Jarrell Assignee, 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 Assignee is (are) allowed the usual commissions and all expenses, not personal, for which he shall produce vouchers to the Auditor.

RECEIVED
CLERK, CIRCUIT COURT
1982 APR 21 PM 12: 59
QUEEN ANNE'S COUNTY

Clayton C. Carter
Judge

RECEIVED
CLERK, CIRCUIT COURT
1982 APR 22 AM 10: 38
QUEEN ANNE'S COUNTY

Centreville, Md. 4-14 19 82

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 22nd day of March 19 82

And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 3rd day of March 19 82, and the last insertion on the 17th day of March 19 82.

Publishers, Record Observer

Per Margie Freeman

ORDER NISI ON SALE
ROBERT E. JARRELL, Assignee
vs.
HERBERT E. BRANN
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 7047

ORDERED, this 26th day of Februery, 1982, that the sale of the real property, made and reported in this cause by Robert E. Jarrell, Assignee, be ratified and confirmed, on or after the 29th day of March, 1982, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 22nd day of March, 1982.

The report states the amount of sales to be $5,000.00.

MARGUERITE W. MANKIN Clerk
By: Betty M. Comegys
Deputy Clerk

Filed February 26, 1982

RO-3-3-3t-07

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT E. JARRELL :
Assignee :
v. : Chancery #7047
HERBERT E. BRANN :
: : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price		$ 5,000.00	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 5,000.00
EXPENSES OF SALE			
Court costs	$ 138.50		
Advertising			
Notices of sale	279.09		
Report of sale	57.33		
Bond premium	30.00		
Auctioneer's fee (maximum)	25.00		
Certified mail	5.10		
Real property taxes			
300 days at $0.3062	91.86	$ 626.88	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 45.00		
Postage & xerox	0.85	45.85	
COMMISSIONS PAYABLE TO ASSIGNEE		400.00	
ATTORNEY FEE, as per Mortgage		150.00	1,222.73-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 3,777.27
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal, per Statement of Debt		$ 4,738.28	
Interest to January 9, 1982, per Statement		126.36	
Interest on principal at 8% 1/10/82 to 4/26/82		110.57	
TOTAL DUE UNDER MORTGAGE			$ 4,975.21
TO BE DISTRIBUTED TO MARY READER and NELL D. KNOTTS AMOUNT AVAILABLE, as above			3,777.27-
D E F I C I T			$ 1,197.94

NOTICE

The attached Account was filed on the 18th day of May, 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 #7047. 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 18th day of May, 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:

Robert E. Jarrell, Esquire
3 North First Street
Post Office Box 397
Denton, Maryland 21629

Herbert E. Brann
Route 2 Box 347-A
Felton, Delaware 19943

John W. Sause, Jr.
Auditor

LIBER 14 PAGE 458

ROBERT E. JARRELL, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 7047
HERBERT E. BRANN	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 18th day of May, 1982, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 3rd day of June, 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 May 18, 1982

	*	IN THE CIRCUIT COURT
ROBERT E. JARRELL, Assignee	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 7047
	*	
HERBERT E. BRANN	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 3rd day of June, 19 82, by the Court that the account of the Auditor is finally ratified and confirmed, and Robert E. Jarrell, Assignee ~~XXXXXXXX~~ 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 June 3, 1982

ROBERT R. PRICE, III
103 Lawyer's Row
Centreville, Maryland 21617

Assignee

vs.

THOMAS C. LESLIE
137 Avenue E
Port St. Joe, Florida 32456

and

THERESA A. LESLIE
A/K/A THERESA JOHNSON SMITH
Rt. 1, Box 226A
Queenstown, Maryland 21658

Mortgagors

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6969

SEP -2-81 * 26012 *****6 00
SEP -2-81 A 26012 *****6 00

ORDER TO DOCKET SUIT

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

You will please docket suit as per the above titling for foreclosure of the mortgage from Thomas C. Leslie and Theresa A. Leslie, ~~his wife~~ to Harry C. Reynolds, Jr. and Rita M. Reynolds, his wife, dated September 22, 1978, and recorded among the Land Records of Queen Anne's County in Liber CWC No. 141, folio 210, and said mortgage being duly assigned to Robert R. Price, III, 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.

The original mortgage is attached hereto as "Plaintiff's Exhibit No. 1" with the aforesaid short assignment set forth at the foot thereof. Please record the assignment among the Land Records of Queen Anne's County and file the original mortgage in the Cause, as well as, the accompanying military affidavit and statement of indebtedness.

Robert R. Price III

Robert R. Price, III,
103 Lawyer's Row
Centreville, Md. 21617
Phone: 758-1660

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP -2 AM 4:13
QUEEN ANNE'S COUNTY

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

I HEREBY CERTIFY, that on this 2nd day of September, 1981, before, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert R. Price, III, Assignee, and made oath in due form of law that Thomas C. Leslie and Theresa A. Leslie a/k/a Theresa Johnson Smith, the Mortgagors ereferred to in the aforegoing Order to Docket Suit, are not now, nor have either of them been

LAW OFFICES
PRICE & FOSTER

been within six (6) months prior hereto, in the military service of the United States of America, as defined by the Soldiers and Sailor's Relief Act, and amendments hereto and that this information is gotten from persons who know the Mortgagors.

Nancy J. Collier

Notary Public
My comm. exp. 7-1-82

LAW OFFICES
PRICE & FOSTER

LIBER 141 PAGE 210 LIBER 14 PAGE 462

DOCUMENT NO. 95158

RECEIVED CLT # 4461-78
CLERK, CIRCUIT COURT
1978 SEP 25 PM 1:37
QUEEN ANNE'S COUNTY

PURCHASE MONEY

This Mortgage, Made this 22nd day of September in the year one thousand nine hundred and seventy-eight between Thomas C. Leslie and Theresa A. Leslie, his wife

of Queen Anne's County, State of Maryland, hereinafter sometimes called the Mortgagor;

and Harry C. Reynolds, Jr. and Rita M. Reynolds, his wife

hereinafter sometimes called the Mortgagee.

WHEREAS, the said Mortgagor stands bona fide indebted unto the said Mortgagee in the full and just sum of Seven Thousand Five Hundred &00/100 ($7,500.00) Dollars for money this day loaned by the said Mortgagee unto the said Mortgagor, the said Mortgagor herewith covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with interest thereon at the rate of Eight per cent (8%) per annum until fully paid in the following manner and time:

Monthly installments of principal and interest in the amount of One hundred fifty-two 08/100 Dollars.....($152.08)... shall be due and payable commencing on the 15th day of October, 1978, and continuing on the 15th day of each month thereafter until the debt secured hereby is fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 15th day of September, 1983. Said installments are to be applied first to the payment of interest on the unpaid principal balance, at the rate aforesaid and the balance, if any, to be applied towards the reduction of the principal balance due hereunder. All of the aforesaid sum of money being for the purchase of the hereinafter described property. Prior to default in any of the terms and conditions contained herein, this indebtedness may be prepaid in whole or in part at any time without payment of a prepayment fee.

SEP 25-78 * 2 308 *****16.00
SEP 25-78 A 2 308 *****16.00

All sums aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the office of the Mortgagee in Baltimore City, or at such other place, either within or without the said State, as the holder hereof may, from time to time, in writing, designate.

AND WHEREAS, at the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to become due thereon, and of all taxes, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, and the payment of premiums for fire or other hazard insurance herein provided, shall be secured by the execution hereof.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One ($1.00) Dollar, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey, transfer and assign unto the said Mortgagee, its successors and assigns, all the lot of ground being, lying and situate in the County of Queen Anne's in the State of Maryland, and described as follows, viz:

BEGINNING for the same at an iron pipe on the northwest side of a private road leading from U.S. Rte. 50 (This private road is referred to in some deeds as that leading into the Earle farm), said point being the easternmost corner of the herein described lands and the southernmost corner of the lands of Dorothy Wilson; and running, thence, by and with the northwest side of said road, 16' wide by usage, S 65° 10' W - 185.00' to an iron pipe and the lands of Rodman Williams; thence, by and with said Williams lands N 24° 50 W - 246.42' to an iron pipe and the lands of Mary C. Hynson; thence, by and with said Hynson lands and with the lands of Arthur L. Jones, Jr., N 66° 17' 50" E - 172.38' to a stone and the aforementioned Wilson lands; thence, by and with said Wilson lands S 27° 48' 50" E - 243.33' to the place of beginning. Containing in all 1.003 acres of land, more or less.

"Plaintiff's Exhibit #1"

BEING the same lot of ground, which by Deed of even date herewith and intended tobbe recorded immediately prior hereto among the Land Records of Queen Anne's County, was granted and conveyed by Harry C. Reynolds, Jr. and Rita M. Reynolds, his wife unto the Mortgagors herein.

It is the intention and it is hereby agreed that any right, title, interest or estate, in the above described property acquired by the Mortgagor after date hereof shall be as fully embraced within the provisions hereof, and subject to the lien hereby created as if said right, title, interest or estate, was now owned by the Mortgagor and was so specifically described herein and conveyed hereby.

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

Also Together with and including as part of the buildings and improvements erected on the aforesaid lot or parcel of ground all bathroom fixtures, equipment and accessories, breakfast nook furniture, which is attached to or affixed to the dwelling house, all kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, built in medicine cabinets, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units piping, tubing, and motors used in connection therewith, screens, screen doors and window shades all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this mortgage.

To Have and to Hold the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said Mortgagee, its successors and assigns in fee simple.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this Mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith at the election of the Mortgagee.

And the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, "The Maryland Rules of Procedure" or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or , 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 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 the time, place, manner and terms of sale in some newspaper printed in the county in which the land is situated; 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 said 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 for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or its successors or assigns 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 decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said Mortgagor, or its successors and assigns, and half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or its assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this Mortgage (but not thereafter), the said Mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest secured by this Mortgage, which mortgage debt and interest, taxes, assessments, public dues. and charges the said Mortgagor covenants to pay when legally due, and upon payment thereof, *unless paid by the Mortgagee out of funds deposited with it by the Mortgagor*, to exhibit to the Mortgagee, its successors and assigns, the receipted bills therefor at the principal office of the Mortgagee, its successors and assigns. And upon any default in any of the covenants of this Mortgage, the Mortgagee, its successors and assigns, shall be entitled to the rents and profits of said property which in that event are hereby assigned to the Mortgagee, its successors and assigns, as additional security, and the Mortgagee, its successors and assigns, shall also be entitled in that event, if it so elects, to the immediate appointment of a Receiver for said property, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the property as security for the mortgage debt. The Mortgagee, its successors and assigns, or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the said Mortgagor with regard to any and all leases between the said Mortgagor and any tenants or lessees occupying any part or all of the mortgaged property and the Mortgagee, its successors and assigns, 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, its successors or assigns, or Receiver, are hereby authorized, ratified and approved by the Mortgagor.

And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire, windstorm and such other hazards that the Mortgagee may from time to time require in an insurance company or companies acceptable to, and in an amount from time to time designated by the said Mortgagee, its successors and assigns, but at no time less than the value of the improvements on said property, and to cause each and every policy of insurance on said property to be so framed or endorsed as in case of fire and/or windstorm or other loss to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of its or their lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee, its successors and assigns, to be kept by the Mortgagee, its successors and assigns, and to deliver all renewals thereof to the said Mortgagee, its successors and assigns, at its said 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, one week in advance of the expiration of the same, stamped "PAID". And in the event of any loss by fire, windstorm or other hazards, the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee, its successors and assigns, only, and not to the Mortgagor and Mortgagee, its successors and assigns, jointly; such payment to the Mortgagee, its successors and assigns, shall be applied to the extinguishment of the principal, interest, and expenses secured by this Mortgage, whether then due or not, but not to exceed the amount payable under this Mortgage; provided that the Mortgagee, its successors and assigns, in lieu thereof, may by its written assent consent to the application by the Mortgagor of the said insurance money to the reconstruction of the improvements on the mortgaged property.

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 whole of the principal sums secured by this Mortgage, together with interest due thereon, shall at the option of the Mortgagee, its successors and assigns, without notice to any party, become immediately due and payable.

And it is further mutually covenanted and agreed by said parties that in default of the payment by said Mortgagor of all or any taxes, charges, and assessments which may be imposed by law upon the said mortgaged premises or any part thereof; or that in default of the payment of any fire, windstorm or other hazard insurance premium for policies written under the terms of this Mortgage; then and in either or both of such events it shall be lawful for the said Mortgagee, its successors and assigns, to pay the amount of any such tax, charge, assessment, or insurance premium, with any expenses attending the same; and any amounts so paid the said Mortgagor shall repay to the said Mortgagee, its successors and assigns, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee, its successors and assigns, so elects, become due and payable forthwith.

And the said Mortgagor covenants to warrant specially the said 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, executors, administrators, successors and assigns of the party so designated.

IN WITNESS WHEREOF the said Mortgagors have hereunto set their hands and seals

the day and year first herein written.

WITNESS:

Richard E. Reynolds

Richard E. Reynolds

Thomas C. Leslie (SEAL)
Thomas C. Leslie

(SEAL)

Theresa A. Leslie (SEAL)
Theresa A. Leslie

(SEAL)

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

I HEREBY CERTIFY, that on this 22 day of September, in the year one thousand nine hundred and seventy-eight before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Thomas C. Leslie and Theresa A. Leslie, his wife the Mortgagors named in the foregoing Mortgage, and acknowledged the same to be their act.

And at the same time also appeared , Agent of the within named Mortgagee, and acting for and on behalf of the said Mortgagee made oath in due form of law that the consideration therein set forth is true and bona fide, and further that the amount of the loan which said 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 final and complete execution of the Mortgage, and further that he is the duly authorized agent of the Mortgagee, and has authority to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Richard F. Reynolds
Notary Public

My Commission expires:
July 1, 1982.

RICHARD F. REYNOLDS
NOTARY PUBLIC
Queen Anne's Co. Md.

LIBER 14 PAGE 465

DOCUMENT NO. 106,741

LIBER 14 PAGE 466

No. RECEIVED
Re CLERK, CIRCUIT COURT RECEIVED FOR RECORD
1981 SEP -2 AM 4 13
QUEEN ANNE'S COUNTY

SEP -2-81 * 26013 ******6 00
SEP -2-81 A 26013 ******6 00

Assignment

Recorded Liber 178 pg 221

OF MORTGAGE FROM Thomas C. Leslie and Theresa A. Leslie, his wife

TO Harry C. Reynolds, Jr. and Rita M. Reynolds, his wife AS RECORDED IN

LIBER CWC NO. 141 FOLIO 210

MAIL TO Place in Equity No. 6969

FOR VALUE RECEIVED, We, hereby transfer and assign the within and foregoing Mortgage and Note thereby secured unto Robert R. Price, III, Attorney at Law, for the purpose of collection by foreclosure or otherwise.

WITNESS our hands and seals this 2nd day of September, 1981.

WITNESS:

Robert R Price III — Harry C. Reynolds (SEAL)
Harry C. Reynolds, Jr.

Robert R Price III — Rita M. Reynolds (SEAL)
Rita M. Reynolds, his wife.

39 95,158

MORTGAGE

FROM

TO

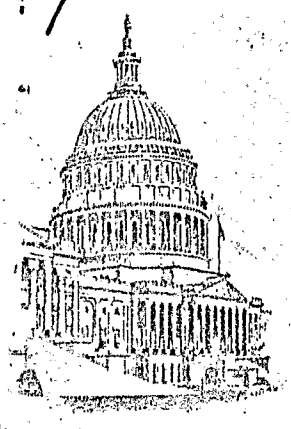
Block No.

Received for Record Sept 25 1978 at 1:37 o'clock P. M. Same day recorded in Liber CWC No. 141 Folio 210 &c., one of the Land Records of Queen Co., and examined per Charles W. Cecil Clerk.

Cost of Record, $ 16.00 pd

Mortgage Bk 886 Quantum Inv. 26658

$7500.00 — 22 SEPTEMBER 1978



EACH and EVERY MONTH after date, for value received, WE promise to pay to the order of HARRY C REYNOLDS, JR. and RITA M. REYNOLDS, HIS WIFE, AT QUEENSTOWN, MARYLAND - Q.A. COUNTY - SEVEN THOUSAND FIVE HUNDRED 00/100 Dollars with interest at 8 percent per annum ~~after~~ until paid.

And to secure the payment of said amount, WE hereby authorize, irrevocably, any attorney of any Court of Record, to appear for US in such Court, in term time or vacation, at any time hereafter, and confess a judgment, without process, in favor of the holder of this Note, for such amount as may appear to be unpaid thereon, whether due or not together with costs, and to waive and release all errors which may intervene in any such proceedings and to consent to immediate execution upon such judgment; hereby ratifying and confirming all that said Attorney may do by virtue hereof.

Post Office Address.
RT. 1 BOX 226-A
QUEENSTOWN, MD. 21658
Due

Thomas C Leslie
Theresa A Leslie

ROBERT R. PRICE, 111
Assignee
103 Lawyer's Row
Centreville, Maryland 21617

Assignee

vs.

THOMAS C. LESLIE
137 Avenue E
Port St. Joe, Florida

and

THERESA A. LESLIE
A/K/A THERESA JOHNSON SMITH
Rt. 1, Box 226A
Queenstown, Maryland 21658

Mortgagors

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 6969

STATEMENT OF DEBT

Balance of principal due ----------$ 5,439.59

Interest to September 3, 1981---------- 181.32

Total Due ----------$ 5,620.91

Per diem ----------$1.19

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

This is to certify that on this 2nd day of September, 1981, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert R. Price, 111, Assignee, and made oath in due form of law that the aforegoing Statement of Mortgage Debt is true to the best of his knowledge and belief, and there is no credit due thereon, except as shown, nor any security therefore except the said Mortgage.

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

LAW OFFICES
PRICE & FOSTER

LIBER 14 PAGE 468

LIBER 3 PAGE 136

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

Equity # 10969.

KNOW ALL MEN BY THESE PRESENTS, That we Robert R. Price, III, Assignee of Queen Anne's County, State of Maryland, and the Hartford Accident & Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto Circuit Court, the State of Maryland, in the full and just sum of Six Thousand-----00/100 Dollars ($6,000.00------), 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 2nd day of September, 1981.

WHEREAS, the above bounden principal, by virtue of the power contained in the Mortgage from Thomas C. Leslie and Theresa A. Leslie, ~~xxxxxxx~~ to Harry C. Reynolds, Jr. and Rita M. Reynolds, his wife, dated September 22, 1978, and recorded among the Land Records of Queen Anne's County in Liber CWC No. 141, folio 210, 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, III, does and shall well, truly and faithfully perform the trusts reposed in him, by said power of sale, 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

LAW OFFICES
CE & FOSTER

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

Bond with Surety Approved filed September 2, 1981

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:

Henry D. Collier — Robert B. Lewis (SEAL)

J. Carol Bennett — Mal M. Rodale (SEAL)
Attorney-in-Fact

LAW OFFICES
HICE & FOSTER

LIBER 14 PAGE 470

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

I HEREBY CERTIFY, that the aofregoing is truly taken and copied from Liber M. W. M. No. 3 folio 136, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 2nd day of September, 1981.

Marguerite W. Mankin

Clerk of the Circuit Court for Queen Anne's County

ROBERT R. PRICE, 111 103 Lawyer's Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT
ASSIGNEE	:	FOR
VS.	:	
THOMAS C. LESLIE 137 Avenue E, Port St. Joe, Florida 32456	:	QUEEN ANNE'S COUNTY
AND	:	IN EQUITY, NO. 6969
THERESA A. LESLIE A/K/A THERESA JOHNSON SMITH Rt. 1, Box 226A Queenstown, Maryland 21658	:	
MORTGAGORS	:	

AFFIDAVIT UNDER MARYLAND RULE W74 a 2 (c)

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

I HEREBY CERTIFY, that on this 14 day of December, 1981, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared ROBERT R. PRICE, 111, Assignee in the above-entitled case who by virtue of the Assignment of 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 December 14th, 1981, he caused to be mailed, by certified and regular mail to the debtors, Thomas C. Leslie and Theresa A. Leslie a/k/a Theresa Johnson Smith, at the debtors last known addresses a notice of the time, place and terms of sale of the mortgaged property by letter dated December 14, 1981, copies of letters are attached hereto.

Mary D. Belin
Notary Public

My comm. exp. 7-1-82

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

LIBER 14 PAGE 472

December 14, 1981

CERTIFIED MAIL
RETURN RECEIPT

Mr. Thomas C. Leslie
137 Avenue E
Port St. Joe, Florida 32456

RE: Mortgage Assignee's Sale of 1 Acre Unimproved Land, Scottown, Queen Anne's County, Maryland

Dear Mr. Leslie:

Pursuant to Maryland Rule W74 a2 (c), I am 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 Tuesday, December 29th, 1981, at 9:00 A.M., and will be sold then and there to the highest bidder. A deposit of $1,000 - payable in cash or by certified or cashiers check will be required from the purchaser.

Enclosed is a xerox copy of an advertisement appearing in the Queen Anne's Record Observer. a newspaper published in and for Queen Anne's County, setting forthr the particulars.

A xerox copy of this letter is being sent to you by regular mail and a copy is being filed with the Circuit Court for Queen Anne's County.

q

Very truly yours,

Robert R. Price, III

RRP/dsf

Enclosure

December 14, 1981

CERTIFIED MAIL
RETURN RECEIPT

Theresa A. Leslie
Rt. 1, Box 226A
Queenstown, Maryland 21658

RE: Mortgage Assignee's Sale of 1 Acre Unimproved Land, Scottown, Queen Anne's County, Maryland

Dear Mrs. Leslie:

Pursuant to Maryland Rule W74 a2 (c), I am 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 Tuesday, December 29th, 1981, at 9:00 A.M., and will be sold then and there to the highest bidder. A deposit of $1,000 - payable in cash or by certified or cashiers check - will be required from the purchaser.

Enclosed is a xerox copy of an advertisement appearing in the Queen Anne's Record Observer, a newspaper published in and for Queen Anne's County, setting forth the particulars.

A xerox copy of this letter is being sent to you by regular mail and a copy is being filed with the Circuit Court for Queen Anne's County.

Very truly yours,

Robert R. Price, III

RRP/dsf

Enclosure

ROBERT R. PRICE, 111 Assignee 103 Lawyer's Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT FOR
Assignee		
vs.	:	QUEEN ANNE'S COUNTY
Thomas C. Leslie 137 Avenue E Port St. Joe, Florida	:	IN EQUITY
and	:	NO. 6969
Theresa A. Leslie a/k/a Theresa Johnson Smith Rt. #1, Box 226A Queenstown, Maryland 21658	:	

REPORT OF SALE

The report of Robert R. Price, 111, Assignee of the mortgage from Thomas C. Leslie and Theresa A. Leslie, Mortgagors, to Harry C. Reynolds, Jr. and Rita M. Reynolds, his wife, Mortgagees, dated September 22, 1978, recorded among the Land Records of Queen Anne's County in Liber CWC No. 141, folio 210, said mortgage being duly assigned to Robert R. Price, 111, for collection by foreclosure or otherwise, default having occurred in the terms thereof by reason of non-payment when due of principal and interest of said mortgage indebtedness.

Robert R. Price, 111 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 $6,000. 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, 111, at 9:00 A.M. E. S. T. on December 29, 1981, on the premises described in the advertisement, did 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 Harry C. Reynolds, Jr. and Rita M. Reynolds, his wife, they being then and there the highest bidder therefore, at and for the sum of $5,700.

LAW OFFICES
ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1880

The Purchasers have deposited with the Assignee the required cash down payment in the amount of $1.000 in accordance with the Advertisement of Sale.

The Purchasers' affidavit required by 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 $5,700.

Respectfully submitted,

Robert R. Price, III

Robert R. Price, 111,
Assignee as aforesaid.

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

I HEREBY CERTIFY, that on this 4th day of January 1982, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert R. Price, 111, 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.

Mary D. Collier

Notary Public
My commission expires: 4-8-82

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

LIBER 14 PAGE 476

Centreville, Md. 1-4 19 82

We Hereby Certify

That the annexed advertisement of Mortgage 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 29th day of December 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 9th day of December 19 81, and the last insertion on the 23rd day of December 19 81.

Publishers, Record Observer

Per Margie Freeman

RECEIVED
CLERK, CIRCUIT COURT
1982 JAN -4 PM 4:03
QUEEN ANNE'S COUNTY

Mortgage Assignee's Sale

Of

Valuable Unimproved Fee Simple Property

Located in Scottown, Queen Anne's County, Maryland

Under and by virtue of the Power of Sala contained in a certain mortgage from Thomas C. Leslie and Theresa A. Leslie to Harry C. Reynolds, Jr. and Rita M. Reynolds, his wife, dated the 9th day of September, 1978, and recorded in Liber C.W.C. No. 141, folio 210, among the Land Records of Queen Anne's County, tha mortgege having been assigned unto Robert R. Price III, for purposes of foreclosure, by instrument duly executed, acknowledged end recorded among the Land Records of the County aforesaid, default having occurred under the terms thereof and at the request of the party secured thereby, the undersigned Mortgege Assignee will sell at public auction, at the premises at the hour of 9:00 a.m., on:

Tues., Dec. 29, 1981

The following described real estate, to wit;

ALL THAT LOT OF GROUND, situate in the Fifth Election District of Queen Anne's County, Maryland and described as follows, to wit:

BEGINNING at a point on the northwest side of Scottown Lene, a private road leading from U.S. Route 50, at a corner of the herein described lands end the lends of Dorothy Wilson; thence S 65 degrees 10' W - 185 feet to the lands of Rodman Williams; thence N 24 degrees 50' W - 246.42 feet to the lands of Mary Hynson; thence N 66 degrees 17' E - 172.38 feet to the aforementioned Wilson lands; thence S 27 degrees 48' - 243.33 feet to the place of beginning. Conteining 1 ecre of land, more or less.

BEING the same land granted and conveyed unto Thomas C. Leslie and Theresa A. Leslie, by deed from Harry C. Reynolds, Jr. and Rita M. Reynolds, his wife, dated September 22, 1978 and recorded in Liber C.W.C. NO. 141, folio 208 of the Land Records of Queen Anne's County.

TERMS OF SALE: A cash deposit or certified check of $1,000.00 rhall be paid at the time and place of sale, balance in cash at settlement which shall be twenty (20) days after final ratification of sale by the Circuit Court of Queen Anne's County unless said period is extended by the Assignee, his successors or essigns for good ceuse shown, time being of the essence; interest at the rate of Ten (10) percent per annum shall be paid on unpaid assessments and charges to be adjusted to date of final settlement. Cost of all documentary stemps, transfer taxes, document preparation and title insurance shall be borne by the purcheser.

At the time and place of sale, the purchaser(s) will be required to make an affidavit as required by Rule BR6b3 of the Maryland Rules of Procedure.

ROBERT R. PRICE III
Assignee
103 Lawyer's Row
Centreville, Maryland 21617
Telephone: 301-758-1660
Joseph A. Jeckson, Auctioneer

RO-12-93t-08

AFFIDAVIT OF PURCHASER

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

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

1. That Harry C Reynolds Jr. Rita M Reynolds 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 Harry C Reynolds, did not directly or indirectly discourage anyone from bidding on said property.

WITNESS my hand and Notarial Seal.

Mercy F. Collier
Notary Public
My commission expires: 7-1-82

Harry C Reynolds Jr

Rita M. Reynolds
Purchaser

LAW OFFICES
PRICE & FOSTER

RECEIVED
CLERK, CIR. CT. QUEEN ANNE'S COUNTY
1982 JAN -4 PM 4:04

LIBER 14 PAGE 477

MEMORANDUM OF PURCHASE

Date: 12/29/81

I HAVE THIS DAY PURCHASED from Robert R. Price, ~~Jr.~~ III, Assignee, the land and improvements described in the attached Advertisement of Sale, under the terms and conditions set forth in said Advertisement of Sale.

The Purchase Price was five thousand seven hundred ($ 5700.-), of which one thousand ($ 1000 -) has been paid on account.

Executed in duplicate.

Harry Reynolds

Peter M. Reynolds

Purchaser

Robert R Price III

Assignee

LAW OFFICES
PRICE & FOSTER

MORTGAGE ASSIGNEES'S SALE

OF

VALUABLE UNIMPROVED

FEE SIMPLE

PROPERTY LOCATED IN

SCOTTOWN, QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of the Power of Sale contained in a certain mortgage from Thomas C. Leslie and Theresa A. Leslie to Harry C. Reynolds, Jr. and Rita M. Reynolds, his wife, dated the 9th day of September, 1978, and recorded in Liber C.W.C. No. 141, folio 210, among the Land Records of Queen Anne's County, the mortgage having been assigned unto Robert R. Price III, for purposes of foreclosure, by instrument duly executed, acknowledged and recorded among the Land Records of the County aforesaid, default having occurred under the terms thereof and at the request of the party secured thereby, the undersigned Mortgage Assignee will sell at public auction, at the premises at the hour of 9:00 a.m., on:

Tuesday, December 29th, 1981
The following described real estate, to wit;

ALL THAT LOT OF GROUND, situate in the Fifth Election District of Queen Anne's County, Maryland and described as follows, to wit:

BEGINNING at a point on the northwest side of Scottown Lane, a private road leading from U.S. Route 50, at a corner of the herein described lands and the lands of Dorothy Wilson; thence S 65° 10' W - 185 feet to the lands of Rodman Williams; thence N 24° 50' W - 246.42 feet to the lands of Mary Hynson; thence N 66° 17' E - 172.38 feet to the aforementioned Wilson lands; thence S 27° 48' - 243.33 feet to the place of beginning. Containing 1 acre of land, more or less.

BEING the same land granted and conveyed unto Thomas C. Leslie and Theresa A. Leslie, by deed from Harry C. Reynolds, Jr. and Rita M. Reynolds, his wife, dated September 22, 1978 and recorded in Liber C.W.C. No. 141, folio 208 of the Land Records of Queen Anne's County

TERMS OF SALE: A cash deposit or certified check of $1,000.00 shall be paid at the time and place of sale, balance in cash at settlement which shall be twenty (20) days after final ratification of sale by the Circuit Court of Queen Anne's County unless said period is extended by the Assignee, his successors or assigns for good cause shown, time being of the essence; interest at the rate of Ten (10) percent per annum shall be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other assessments and charges to be adjusted to date of final settlement. Cost of all documentary stamps, transfer taxes, document preparation and title insurance shall be borne by the purchaser.

At the time and place of sale, the purchaser(s) will be required to make an affidavit as required by Rule BR6b3 of the Maryland Rules of Procedure.

ROBERT R. PRICE III
Assignee
103 Lawyer's Row
Centreville, Maryland 21617
Telephone: 301-758-1660

LAW OFFICES
OBERT R. PRICE, JR.
ATTORNEY AT LAW
ENTREVILLE, MARYLAND
758-1660

Joseph A. Jackson, Jr., Auctioneer

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 December 29, 1981, beginning at the hour of 9:00 A.M., E.S.T.

The Purchaser was Harry C + Rita M Reynolds of Queenstown, Queen Anne's County, and the sale price was five thousand seven hundred dollars, ($ 5700.-).

Joseph A. Jackson, Jr.
Joseph A. Jackson, Jr.,
Auctioneer.

LAW OFFICES
PRICE & FOSTER

ORDER NISI ON SALE

ROBERT R. PRICE, III, Assignee vs. THOMAS C. LESLIE, et al.	In the Circuit Court for Queen Anne's County In Equity Cause No. 6969

ORDERED, this 4th day of January, 19 82, that the sale of the real property, made and reported in this cause by Robert R. Price, III, Assignee, be ratified and confirmed, on or after the 4th day of February, 19 82, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 28th day of January, 19 82.

The report states the amount of sales to be $ 5,700.00.

Marguerite H. Martin Clerk

Filed January 4, 1982

LIBER 14 PAGE 482

ROBERT R. PRICE, 111 Assignee 103 Lawyer's Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT
Assignee	:	FOR
vs.	:	
Thomas C. Leslie 137 Avenue E Port St. Joe, Florida 32456	:	QUEEN ANNE'S COUNTY
and	:	IN EQUITY
Theresa A. Leslie /ak/a Theresa Johnson Smith Rt. 1, Box 226A Queenstown, Maryland 21658	:	NO. 6969
Mortgagors	:	

AFFIDAVIT OF OWNERSHIP

I HEREBY CERTIFY, that on this 16 day of March, 1982, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Robert R. Price, 111, and made oath in due form of law that the Mortgagors herein, Thomas C. Leslie and Theresa A. Leslie (a/k/a Theresa Johnson Smith) are the present record owners of the property and that further holders of subordinate liens have not recorded any request for Notice of Sale, as required by Article 7-105 (c) Real Property, of the Annotated Code of Maryland.

Mary F. Collier
Notary Public

My comm. exp. 7-1-82

LAW OFFICES
ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1880

RECEIVED
CLERK, CIRCUIT COURT
1982 MAR 17 PM 3:11
QUEEN ANNE'S COUNTY

Centreville, Md. 2-26 19 82

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 January 19 82 And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 13th day of January 19 82, and the last insertion on the 27th day of January 19 82.

Publishers, Record Observer

Per Marjorie Freeman

RECEIVED
CLERK. CIRCUIT COURT
1982 MAR 19 PM 4 26
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE
ROBERT R. PRICE, III.
Assignee
vs.
THOMAS C. LESLIE,
et al.
In the Circuit
Court
for Queen Anne's County
In Equity
Cause No. 6939

ORDERED, this 4th day of January, 1982, that the sale of the real property, made and reported in this cause by Robert R. Price, III, Assignee, be ratified and confirmed, on or after the 4th day of February, 1982, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 28th day of January, 1982.

The report states the amount of sales to be $5,700.00.

Marguerite W. Mankin
Clerk

True Copy, Test:
Marguerite W. Mankin
Clerk
By: Betty M. Comegys
Deputy Clerk

Filed January 4, 1982

RO-1-13-3t-012

LIBER 14 PAGE 483

LIBER 14 PAGE 484

ROBERT R. PRICE, III Assignee 103 Lawyer's Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT
	:	FOR
Assignee	:	QUEEN ANNE'S COUNTY
vs.		
Thomas C. Leslie 137 Avenue E Port St. Joe, Florida 32456	:	IN EQUITY
and		
Theresa A. Leslie a/k/a Theresa Johnson Smith Rte 1, Box 226A Queenstown, Maryland 21658	:	NO. 6969

Final Order of Ratification

ORDERED BY THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, this 22nd day of March, 1982, that the sale made and reported by Robert R. Price,III., Assignee, by Report of Sale dated Jan. 4, 1982, 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 passed in said Cause; and the Assignee shall be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

RECEIVED
CLERK, CIRCUIT COURT
1982 MAR 23 AM 10: 20
QUEEN ANNE'S COUNTY

Clayton C. Carter
JUDGE

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

ROBERT R. PRICE, III Assignee 103 Lawyer's Row Centreville, Maryland 21617	*	IN THE
Assignee	*	CIRCUIT COURT
vs.	*	OF MARYLAND FOR
THOMAS C. LESLIE 137 Avenue E. Port St. Joe, Florida 32456	*	QUEEN ANNE'S COUNTY
and		
THERESA A. LESLIE a/k/a Theresa Johnson Smith Rt. 1, Box 226A Queenstown, Maryland 21658	* *	EQUITY NO. 6969

* * * * * * * * * * *

PETITION FOR COUNSEL FEES AND AUCTIONEER'S FEES

The undersigned Robert R. Price, III, respectfully petitions this Honorable Court for a Counsel fee of $200.00 and an Auctioneer's fee of $50.00 and represents:

1. That by reason of a default in a certain mortgage from the Defendants herein your Petitioner was requested by Harry C. and Rita M. Reynolds, Jr., to foreclose the mortgagors' equity of redemption and to petition this Court for a judicial foreclosure sale of the property described in these proceedings.

2. That the undersigned acted as attorney to the Mortgagees, Harry C. and Rita M. Reynolds, Jr., and that significant legal time was required.

3. That the mortgage provides for a counsel fee but does not specify an amount or percentage to be paid.

4. That an Auctioneer fee of $50.00 is fair and reasonable considering the efforts and time expended by the Auctioneer, Joseph Jackson, Jr.

5. That the undersigned has discussed the counsel fee and auctioneer fee with the Court appointed auditor and the auditor and the undersigned have agreed that a Petition for Counsel Fee and Auctioneer's Fee is required in order to fully protect the Trustee in making his disbursements.

WHEREFORE, the undersigned requests that this Court pass and Order allowing a Counsel fee of $200.00 and Auctioneer's Fee of $50.00

Respectfully Submitted

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

Robert R. Price III

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

LIBER 14 PAGE 486

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

I HEREBY CERTIFY, that on this 4th day of May, 1982, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert R. Price, III, 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 Petition for Counsel Fees and Auctioneer's Fees are true to the best of his knowledge, information and belief.

Nancy F. Collier
Notary Public
My Commission expires July 1, 1982

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

ROBERT R. PRICE, III Assignee 103 Lawyer's Row Centreville, Maryland 21617	*	IN THE
	*	CIRCUIT COURT
vs.		
THOMAS C. LESLIE 137 Avenue E. Port St. Joe, Florida 32456	*	OF MARYLAND FOR
and		
THERESA A. LESLIE a/k/a Theresa Johnson Smith Rt. 1, Box 226A Queenstown, Maryland 21658	*	QUEEN ANNE'S COUNTY
	*	Equity No. 6969

* * * * * * * * * *

ORDER

Upon the foregoing Petition, it is this 5th day of MAY, 1982 in the Circuit Court for Queen Anne's County, ORDERED, that the auditor shall allow in his account to be stated in these proceedings the sum of $ 200.- as compensation for the attorney for the Mortgagees and the sum of $ 50.- as compensation for the Auctioneer for the Mortgagees.

L. Edgar Bowen
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1982 MAY -5 AM 10:56
QUEEN ANNE'S COUNTY

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

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT R. PRICE, III :
Assignee :
v. : Chancery #6969
THOMAS C. LESLIE, et al. :
: : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE				
Sale Price			$ 5,700.00	
Interest on $4,700.00 at 10% from 12/29/81 to 3/29/82			116.22	
Real property taxes ($59.96) from 7/1/81 to 3/29/82			45.00-	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION				$ 5,771.22
COMMISSIONS PAYABLE TO ASSIGNEE			$ 435.00	
ATTORNEY FEE, per Order of Court			200.00	
EXPENSES OF SALE				
Court costs		$ 157.00		
Advertising				
Notice of sale		196.56		
Report of sale		73.71		
Bond premium		24.00		
Auctioneer's fee, per Order		50.00		
Certified mail		3.10	504.37	
AUDITOR'S FEE AND COSTS				
Fee for audit		$ 45.00		
Postage & xerox		.82	45.82	1,185.19-
NET AMOUNT AVAILABLE FOR DISTRIBUTION				$ 4,586.03
INDEBTEDNESS DUE UNDER MORTGAGE				
Principal, per Statement of Debt			$ 5,439.59	
Interest to 9/3/81, per Statement			181.32	
Interest on principal at 8% 9/3/81 to 3/1/82 (180 days at $1.19)			214.20	
TOTAL DUE UNDER MORTGAGE				$ 5,835.11
AVAILABLE FOR DISTRIBUTION TO HARRY C. REYNOLDS AND RITA M. REYNOLDS, Mortgagees, as above				4,586.03-
D E F I C I T				$ 1,249.08

FILED
MAY 5 1982
CIRCUIT COURT
QUEEN ANNE'S CO.

NOTICE

The attached Account was filed on the 5th day of May, 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 #6969. 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 5th day of May, 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:

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

Thomas C. Leslie
137 Avenue E,
Port St. Joe, Florida 32456

Theresa A. Leslie
a/k/a Teresa Johnson
Route 1, Box 226A
Queenstown, Maryland 21658

John W. Sause, Jr.
Auditor

ROBERT R. PRICE, III, Assignee	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6969
THOMAS C. LESLIE, ET AL.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 5th day of May, 19 82, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 21st day of May, 19 82, 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 5, 1982

	*	IN THE CIRCUIT COURT
ROBERT R. PRICE, III, Assignee	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6969
	*	
THOMAS C. LESLIE, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 21st day of May, 19 82, by the Court that the account of the Auditor is finally ratified and confirmed, and Robert R. Price, III, Assignee ~~XXXXXXXX~~ 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 May 21, 1982

LIBER 14 PAGE 492

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. 6972

* * * * * * * * * * *

SEP -8-81 * 26108 ******60 00
SEP -8-81 A 926108 ******0 00

CLERK OF THE COURT:

Please docket this case, file the original mortgage, Statement of Mortgage Debt, Military Affidavit and Bond.

Samuel M. Ivrey

SAMUEL M. IVREY, ASSIGNEE

RECEIVED
CLERK CIRCUIT COURT
1981 SEP -8 AM 10 12
QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

DOCUMENT NO. 99603

L#18-2396

SEP 19-79 * 23379 ****169.45
SEP 19-79 A 23379 ****153.45
SEP 19-79 A 23378 *****15.00

Form No. 1 – Individual

PURCHASE MONEY AS TO $9,575.00

This Mortgage, made this 12th day of September, 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 FIFTY-SIX THOUSAND FIVE HUNDRED AND No/100 ($56,500.00) ----- dollars,

being the balance of the purchase money for the Property herein 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 13 % per annum, in the manner following: A 12 month, 18 day construction period terminating September 30, 1980,

By the payment of interest only on draws as taken, ----------

~~monthly on and after the date hereof the sum of one hundred and~~ ~~on the first day of each month thereafter~~ on or before the 1st 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 twelve months advance interest may be charged on that part of the aggregate amount of all prepayments made in any twelve month period which exceeds twenty-three and one-third percent (23⅓%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment, provided no such charge shall be imposed after the expiration of three 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 Fifth Election 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. 46, as shown on the Plat of Section B, Hickory Ridge, recorded among the Land Records of Queen Anne's County in Liber CWC 115, folio 829, and in large Plat Book CWC 3, folio 19, to which plat reference is hereby made for a particular description of the tract of land hereby conveyed.

BEING THE SAME property conveyed to the within-named Mortgagor, Howard W. N. Rupp, t/a Heritage Homes, from Wye River Associates, Ltd., by Deed dated September 12, 1979, and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

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 13 % 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

RECORDED
CLERK OF CIRCUIT COURT
1979 SEP 19 PM 4:00
QUEEN ANNE'S COUNTY

Howard W. N. Rupp (SEAL)
Howard W. N. Rupp
t/a Heritage Homes (SEAL)
(SEAL)
(SEAL)

LIBER 154 PAGE 825 LIBER 14 PAGE 495

LIBER 14 PAGE 496

LIBER 154 PAGE 826

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 12th day of September, 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.

NOTARY PUBLIC ANNE ARUNDEL COUNTY

My commission expires on 7/1/82

Carole M. Turner, Notary Public.

77 99,603

(3)

PURCHASE MONEY AS TO $9,575.00

Mortgage

FROM

HOWARD W. N. RUPP,

t/a HERITAGE HOMES

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Property Lot No. 46, Section B, Hickory Ridge

Received for record Sept 19 1979 at 4:00 o'clock P M.

Same day recorded in Liber MWN No. 154 folio &c. one of the Land Records of A.A. County

and examined per Marguerite W. Martz Clerk.

Cost of Record $ 15.00; DS $154.45

RETURN TO:

BENJAMIN MICHAELSON, JR.
ATTORNEY AT LAW
P. O. BOX 11
ANNAPOLIS, MARYLAND 21404

CLERK	(15.00) 1/15.00
STAMP	153.45
~~T. TAX~~	
TOTAL	168.45

FILE NO. AF# 5477

PREPARED BY ct

PROOFREAD

DOCUMENT NO. 106,768

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP -8 AM 10: 14
QUEEN ANNE'S COUNTY

No.
Re. RECEIVED FOR RECORD

SEP -8-81 * 26109 ******5.00
SEP -8-81 A 26109 ******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. 154 FOLIO 823

MAIL TO Place in Equity No. 6972

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 11th day of August, 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.
Benjamin O. Delaney, Jr.,
Vice President

14 PAGE 497

LIBER 178 PAGE 291

LIBER 14 PAGE 498

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. 6972

* * * * * * * * * * *

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 September 30, 1981	$62,549.69
INTEREST due to October 9, 1981	183.60
TOTAL DUE	$62,733.29

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

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

SAMUEL M. IVREY, NOTARY PUBLIC

My Commission Expires:

July 1, 1982

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

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. 6972

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

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 Defendants 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 4th day of September, 1981.

Corinna C. Cosner
Notary Public

CORINNA C. COSNER
NOTARY PUBLIC
ANNE ARUNDEL COUNTY, MD.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

LIBER 14 PAGE 500

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

Equity # 6972

KNOW ALL MEN BY THESE PRESENTS:

That we, SAMUEL M. IVREY

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 Sixty-five Thousand and 00/100 ($65,000.00) 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 4th day of September in the year of our Lord one thousand nine hundred eighty-one

Whereas, the above bounden Samuel M. Ivrey

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 12th day of September, 1979 and recorded among the mortgage records of Queen Anne's County in Liber No. 154 Folio 823 and Samuel M. Ivrey

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

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

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:

CORINNA COSNER

SAMUEL M. IVREY (SEAL)

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By

CORINNA COSNER *As to Surety* SAMUEL M. IVREY *Attorney-in-Fact*

J3228(MD)—500, 11-76 201940
Formerly MD32280
Mortgagee's or Attorney's Bond

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

Surety approved and Bond filed September 8 1981

LIBER 3 PAGE 139

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

IN TESTIMONY WHEROF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 8th day of September 1981.

Marguerite W. Maulsin

Clerk of the Circuit Court for Queen Anne's County

IN THE MATTER OF	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	OF QUEEN ANNE'S COUNTY
HOWARD W. N. RUPP T/A		
HERITAGE HOMES	*	Equity No. 6972

* * * * * * * * *

CLAIM FOR PROCEEDS OF SALE

Come now RICHARD A. SOVERO and PAULA A. SOVERO, Claimants, by Jeffrey L. Forman and Kraft and Kauffman, P.A., their attorneys, and, pursuant to Maryland Rule W75(a), file this CLAIM against the surplus of the proceeds of sale, if any, after payment to the Mortgagee of his claim and expenses. The Claimants claim the surplus proceeds to the extent of Fifteen Thousand Dollars ($15,000.00) plus costs, assessed in Case No. 4154, Circuit Court, Queen Anne's County (Sovero v. Rupp, et al).

In support of this claim, Claimants attach a copy of this Court's Order dated August 26, 1981, and incorporate by reference, the Judgments so entered by the Clerk of this Court.

KRAFT AND KAUFFMAN, P.A.

Jeffrey L. Forman

Jeffrey L. Forman
406 W. Pennsylvania Avenue
Towson, Maryland 21204
(301) 823-5700

I HEREBY CERTIFY that on this 25th day of September, 1981, a copy of the aforegoing Claim for Proceeds of Sale was mailed to Samuel Ivrey, Esquire, Assignee, 144 Duke of Gloucester Street, Annapolis, Maryland 21401.

LAW OFFICES
KRAFT AND KAUFFMAN, P. A.
406 W. PENNSYLVANIA AVE.
TOWSON, MARYLAND 21204
(301) 823-5700

FILED
SEP 28 1981
CIRCUIT COURT
QUEEN ANNE'S CO.

Jeffrey L. Forman

JLF:mfm
6/1/81

RICHARD A. SOVERO and PAULA A. SOVERO	*	IN THE
Plaintiffs	*	CIRCUIT COURT
v.	*	FOR
HOWARD W. N. RUPP t/a HERITAGE HOMES	*	QUEEN ANNE'S COUNTY,
and		
PHILLIP J. DAVIDSON t/a MARINE CONSTRUCTION	*	MARYLAND
Defendants	*	Law No. 4154

* * * * *

HOWARD W. N. RUPP t/a HERITAGE HOMES	*	
Cross-Claimant	*	
v.	*	
PHILLIP J. DAVIDSON t/a MARINE CONSTRUCTION	*	
Cross-Defendant	*	

RECEIVED AUG 27 1981

* * * * * * * * *

ORDER

Upon consideration of Defendant Rupp's Motion for Judgment N.O.V., and after a hearing on the matter, it is this 26th day of August, 1981, by the Circuit Court for Queen Anne's County, Sitting at Law:

ORDERED: That the Defendant's Motion be and it hereby is OVERRULED and DENIED, and the Clerk is directed to enter final judgment on each judgment nisi entered against him.

Clayton C. Carter
Clayton C. Carter, Judge

TRUE COPY, TEST:
...UDRITE W. MANKIN, CLERK
BY: Anne L. Ward
DEPUTY CLERK

LAW OFFICES
MONOKER AND KRAFT, P.A.
SUITE 200
22 WEST ROAD
TOWSON, MARYLAND 21204
(301) 823-8700

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF HOWARD W. N. RUPP, T/A HERITAGE HOMES

* IN THE CIRCUIT COURT FOR
* QUEEN ANNE'S COUNTY, MARYLAND
* EQUITY NO. 6972

PETITION OF JUDGMENT CREDITOR FOR SURPLUS PROCEEDS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of D & R Supply Co., by C. Daniel Saunders, its attorney, respectfully represents:

1. Your Petitioner holds a summary judgment against Heritage Homes, Heritage Enterprises, and Heritage Enterprises, Inc., which was given by the District Court of Maryland for Queen Anne's County on the 17th day of December, 1980 in case no. 3-4-80-CV-640, in the amount of Four hundred sixty eight dollars and and eighty eight cents ($468.88). (See Exhibit A attached.)

2. The above referred to judgment was recorded in the District Court for Queen Anne's County on January 22, 1981 in Recorded Index No. 2 Folio 74 and a Notice of Lien of such judgment filed with the Clerk of the Circuit Court for Queen Anne's County.

3. The above referred to judgment has not been paid.

4. Your Petitioner verily believes that after the sale of the property to be had in this proceeding, there will be excess proceeds due and owing Heritage Homes, Heritage Enterprises, and Heritage Enterprises, Inc., and respectfully requests that the same be accounted for and paid to your Petitioner to satisfy the above cited judgment, the same to be done in your Petitioners proper order and as its interest appears.

C. Daniel Saunders

C. Daniel Saunders
Attorney for D & R Supply Co.
P.O. Box 158
Chestertown, Maryland 21620
778-4510

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT FOR
MORTGAGED REAL ESTATE OF	*	QUEEN ANNE'S COUNTY, MD
HOWARD W.N. RUPP, T/A HERITAGE HOMES	*	EQUITY NO. 6972

ORDER

THE PETITION for Surplus Proceeds, heretofore filed by D & R Supply Co., having been read and considered by the court,

IT IS HEREUPON ORDERED this _____day of _____, 1981, that the relief requested in said Petition be and is hereby granted and that the Auditor take proper steps to see that any surplus proceeds from the sale which may be decreed in this case, if any, which would be due Heritage Homes, Heritage Enterprises, and Heritage Enterprises, Inc., be paid to D & R Supply Co., in the District Court For Queen Anne's County, Maryland Case No. 3-4-80-CV-640, in the amount of $468.88, plus interest from date of judgment.

AND IT IS FURTHER ORDERED that the Clerk cause a copy of this order to be mailed to Heritage Homes, Heritage Enterprises, and Heritage Enterprises, Inc.

_____
JUDGE

DANIEL MAUNDERS
ATTORNEY AT LAW
P. O. BOX 189
CENTREVILLE, MD. 21620

AFFIDAVIT

I HEREBY DECLARE and affirm under the penalties of perjury that the matters and facts set forth in the aforegoing Petition for Surplus Proceeds are true and correct.

C. Daniel Saunders

C. Daniel Saunders

I HEREBY CERTIFY, that on this _____day of October, 1981 a copy of the aforegoing Petition for Surplus Proceeds was mailed to Samuel M. Ivrey, Assignee, 144 Duke of Glocester Street, Annapolis, Maryland 21401; and to Heritage Homes, Heritage Enterprises, and Heritage Enterprises, Inc., Rt. 2 Box 727, Chester, Maryland 21619.

C. Daniel Saunders

C. Daniel Saunders

C. DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 188
CHESTERTOWN, MD. 21620

CASE No. 3-4-80-CV640

DISTRICT COURT OF MARYLAND FOR District 3
Queen Anne's County

PARTIES

Plaintiff:

D & R Supply Company
Quaker Neck
Chestertown, Maryland 21620

VS.

Defendant: | Return

(1) Howard W.N. Rupp, Indiv. T/A Heritage Homes and Heritage Enterprises, Harbor View Route 2, Box 727 Chester, Maryland 21619 — 10/29/80

(2) Heritage Enterprises, Inc. — Rec'd 10/29/80

(3)

(4)

(5)

ATTORNEYS

For Plaintiff: C. Daniel Saunders, Esq. — Name
PO Box 158, Chestertown 21620 — Address

For Defendant: Donald Gary — Name
105 West St., Easton, Md. 21601 — Address

Name

JUDGMENT

SUMMARY
DEFAULT
CONSENT ☒
CONFESSION
NISI ☒

Condemnation

in favor of Plaintiff

for

$ 2615.00 DAMAGES and COSTS $ 12.00

with interest from date plus $

Attorney's Fees against Defendant

Date 12/17/80 — Judge

Judgment Absolute — Date — Clerk

Judgment Mailed — Date — Clerk

in favor of Plaintiff

for

$ 445.00 DAMAGES and COSTS $

with interest from date plus $

Attorney's Fees against

Date 12/17/80 — Judge

Judgment Absolute — Date — Clerk

CONTINUANCES:

DATE	PLTF	DEFT	PARTIES	WITNESS	ADD DEFT	DOT COS CLPS SS	RE-OPEN SS	APPROVED	PARTIES NOTIFIED	BY

DATE SATISFACTION FILED

DATE	Description of Papers	COSTS
10/24/80	INITIAL FILING Statement of claim-certified mail	$12.00
[illegible]	[illegible]	
[illegible]	[illegible]	
[illegible]	[illegible]	

" 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 Jan. 16, 1981

Clerk

Exhibit A

LIBER 14 PAGE 507

IN THE MATTER OF THE * IN THE CIRCUIT COURT FOR
MORTGAGED REAL ESTATE OF * QUEEN ANNE'S COUNTY, MARYLAND
HOWARD W.N. RUPP, * EQUITY NO. 6972
T/A HERITAGE HOMES

PETITION OF JUDGMENT CREDITOR FOR SURPLUS PROCEEDS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of D & R Supply Co., by C. Daniel Saunders, its attorney, respectfully represents:

1. Your Petitioner holds a summary judgment against Howard W. N. Rupp, which was given by the District Court of Maryland for Queen Anne's County on the 17th day of December, 1980 in case no. 3-4-80-CV-640, in the amount of Two thousand twelve dollars and eighty nine cents ($2012.89) and costs of suit amounting to Twelve dollars ($12.00). (See Exhibit A attached.)

2. The above referred to judgment was recorded in the District Court for Queen Anne's County on January 22, 1981 in Recorded Index No.2 Folio 74 and a Notice of Lien of such judgment filed with the Clerk of the Circuit Court for Queen Anne's County.

3. The above referred to judgment has not been paid.

4. Your Petitioner verily believes that after the sale of the property to be had in this proceeding, there will be excess proceeds due and owing Howard W. N. Rupp, and respectfully requests that the same be accounted for and paid to your Petitioner to satisfy the above cited judgment, the same to be done in your Petitioner's proper order and as its interest appears.

C. Daniel Saunders

C. Daniel Saunders
Attorney for D & R Supply Co.
P.O. Box 158
Chestertown, Maryland 21620
778-4510

AFFIDAVIT

I HEREBY DECLARE and affirm under the penalties of perjury that the matters and facts set forth in the aforegoing Petition for Surplus Proceeds are true and correct.

C. Daniel Saunders

C. Daniel Saunders

I HEREBY CERTIFY, that on this _____ day of October, 1981, a copy of the aforegoing Petition for Surplus Proceeds was mailed to Samuel M. Ivrey, Assignee, 144 Duke of Glocester Street, Annapolis, Maryland 21401; and to Howard W.N. Rupp, Rt. 2 Box 727 Chester, Maryland 21619.

C. Daniel Saunders

C. Daniel Saunders

DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 188
CENTERTOWN, MD. 21620

LIBER 14 FOLIO 510

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
HOWARD W. N. RUPP,
T/A HERITAGE HOMES

* IN THE CIRCUIT COURT FOR
* QUEEN ANNE'S COUNTY, MD
* EQUITY NO. 6972

ORDER

THE PETITION for Surplus Proceeds, heretofore filed by D & R Supply Co., having been read and considered by the court,

IT IS THEREUPON ORDERED this _____ day of _____, 1981, that the relief requested in said Petition be and is hereby granted and that the Auditor take proper steps to see that any surplus proceeds from the sale which may be decreed in this case, if any, which would be due Howard W.N. Rupp be paid to D & R Supply Co., in the District Court for Queen Anne's County, Maryland Case No. 3-4-80-CV-640, in the amount of $2012.89, plus costs and interest from date of judgment.

AND IT IS FURTHER ORDERED that the Clerk cause a copy of this order to be mailed to Howard W.N. Rupp.

_____
JUDGE

ANIEL SAUNDERS
TTORNEY AT LAW
P. O. BOX 188
ENTOWN, MD. 21620

CASE No. 3-4-80-0640

DISTRICT COURT OF MARYLAND FOR District 4
Queen Anne's County

PARTIES

Plaintiff:

D. R Supply Company
Quaker Neck
Chestertown, Maryland 21620

VS.

Defendant: | Return

(1) Howard W.N. Rupp, Indiv T/A Heritage Homes and Heritage Enterprises, Harbor View Route 2, Box 727 Chester, Maryland 21619 — 10/27/80

(2) Heritage Homes, Inc. — Return on Process Mailed

(3)

(4)

(5)

ATTORNEYS

For Plaintiff: C. Daniel Saunders, Esq. — Name
PO Box 158, Chestertown 21620 — Address

For Defendant: Donald Gray — Name
1105 West St. Annapolis, Md. 21401 — Address

Name

JUDGMENT

SUMMARY
DEFAULT
CONSENT ☒
CONFESSION
NISI ☒

Condemnation

in favor of Plaintiff

for

$ 3215.89 DAMAGES and COSTS $ 12.00

with interest from date plus $

Attorney's Fees against Defendant to be waived

12/17/80 — Date — Judge

Judgment Absolute Dec 23 1980 — Date, Clerk

Judgment Mailed — Date — Clerk

in favor of Plaintiff

for

$ 4,5[illegible] DAMAGES and COSTS $

with interest from date plus $

Attorney's Fees against [illegible]

12/17/80 — Date — Judge

Judgment Absolute — Date — Clerk

CONTINUANCES:

DATE	PLTF	DEFT	PARTIES	RE-NOTICE	ADD DEFT	DEF CONCLUDED	RE-OPEN	APPROVED	PARTIES NOTIFIED	BY

DATE SATISFACTION FILED

DATE	Description of Papers	COSTS
10/24/80	INITIAL FILING Statement of claim-certified mail	$12.00
[illegible]	[illegible]	
[illegible]	[illegible]	
Dec 24 1980	[illegible] sent to Pl Atty + Def Atty	

" 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 Jan. 16, 1981

Clerk

Exhibit A

LIBER 14 PAGE 511

LIBER 14 PAGE 512

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. 6972

* * * * * * * * * * *

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT 21 AM 9:6
QUEEN ANNE'S COUNTY

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, sale, 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 Friday, October 9, 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:

ALL THAT LOT OF GROUND situate in Queen Anne's County, being Lot No. 46, as shown on the Plat of Section B, Hickory Ridge, recorded among the Land Records of Queen Anne's County in Liber CWC 115, folio 829, and in large Plat Book CWC 3, folio 19, to which plat reference is hereby made for a particular description of the tract of land hereby conveyed.

SAID PROPERTY BEING SOLD TO ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION, at and for the sum of $ 60,000.00 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

SAMUEL M. IVREY, ASSIGNEE

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 9th day of October, 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.

Corinna C. Cosner
Notary Public

CORINNA C. COSNER
NOTARY PUBLIC
ANNE ARUNDEL COUNTY, MD.

My Commission Expires:

July 1, 1982

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

AREA CODE 301
263-9285
263-9286

LIBER 14 PAGE 514

SAMUEL M. IVREY
ATTORNEY AT LAW
GLOUCESTER AND GREEN STREETS
ANNAPOLIS, MD. 21401

WASHINGTON 261-2171
BALTIMORE 269-5464

RECEIVED
CLERK OF CIRCUIT COURT
1981 OCT 21 AM 9 57
QUEEN ANNE'S COUNTY

September 11, 1981

Mr. Howard W.N. Rupp
T/A Heritage Homes
Route 2, Box 727
Chester, Maryland 21619

EQUITY #6972

RE: Lot 46, Hickory Ridge Subdivision
Queen Anne's County, MD
Liber 154, folio 823-826
Account # 18-2396

Dear Mr. Rupp:

You are hereby notified that your property covered by the above mentioned account and designated as Lot 46, Hickory Ridge Subdivision, Queen Anne's County, Maryland, recorded among the Land Records of Queen Anne's County in Liber 154, folio 823-826, 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 Friday, October 9, 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 Thirteen percent (13%) 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 ten 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

SMI:cc
CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

C O P Y

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:
Howard W.N. Rupp,
T/A Heritage Homes , Rte. 2, Bx 727
Chester, Maryland 21619

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. | INSURED NO.
774205

(Always obtain signature of addressee or agent)
I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

POSTMARK MD CHESTER OCT 19 1981

CLERK'S INITIALS

☆ GPO : 1977 O-234-337

PS Form 3811, Apr. 1977 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

No. 774205

RECEIPT FOR CERTIFIED MAIL

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

SENT TO Howard W.N. Rupp
T/A Heritage Homes
STREET AND NO. Route 2, Box727
P.O., STATE AND ZIP CODE Chester, Maryland 21619

POSTAGE		$ 78
CONSULT POSTMASTER FOR FEES — CERTIFIED FEE		95 ¢
OPTIONAL SERVICES — SPECIAL DELIVERY		¢
RESTRICTED DELIVERY		¢
RETURN RECEIPT SERVICE — SHOW TO WHOM AND DATE DELIVERED		60 ¢
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 ANNAPOLIS MD SEP 28 1981 U.S.P.S.

PS Form 3800, Apr. 1976

Internal Revenue Service

District
Director

Department of the Treasury

EQUITY #6972

Person to Contact: Jerome Dorsey

Telephone Number: (301) 962-1862

Refer Reply to: C:SPS:JD

Date: September 28, 1981

Samuel M. Ivrey
Gloucester and Green Streets
Annapolis, Maryland

Re: Howard Rupp T/A Heritage Homes

Dear Mr. Ivrey:

Thank you for your Notice of Foreclosure, as required by Section 7425(c) of the Internal Revenue Code, which was received in this office on September 8, 1981, pertaining to property titled in the name of Howard Rupp.

We shall file a Proof of Claim in this proceeding for any balance due by this taxpayer.

Sincerely yours,

Harvey R. Hammer
Chief, Special Procedures Staff

AREA CODE 301
263-9285
263-9286

LIBER 14 PAGE 516

SAMUEL M. IVREY
ATTORNEY AT LAW
GLOUCESTER AND GREEN STREETS
ANNAPOLIS, MD. 21401

WASHINGTON 261-2171
BALTIMORE 269-5464

September 4, 1981

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT 21 AM 8:
QUEEN ANNE'S COUNTY

Chief, Special Procedures Section
Internal Revenue Service
Baltimore, Maryland 21203

Dear Sirs:

Kindly be advised that property designated as Lot 46, Section B, Hickory Ridge Subdivision, Queen Anne's County, Maryland, will be sold at foreclosure on Friday, October 9, 1981, at the Court House, Door, Centreville, Maryland. In searching the records, we find a federal lien against Howard W.N. Rupp, T/A Heritage Homes, Mortgagor, and are thereofre 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. Dated Filed: December 5, 1980.

6. Amount Claimed: $9,035.18 (form 941).

7. The real estate being sold in the mortgage foreclosure is designated as Lot 46, Section B, Hickory Ridge Subdivision, Queen Anne's County, Maryland, recorded among the Land Records of Queen Anne's County in Liber 154, folio 823, which dwelling is improved by a one-story detached house consisting of living room, dining room, kitchen, 3 bedrooms, 2 baths, laundry room, fuel oil heat, and garage.

8. The sale to be held as mentioned above on October 9, 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 property is being sold in accordance with a mortgage to Annapolis Federal Savings and Loan Association of Annapolis, Maryland.

10. As concerns Lot 46, the mortgage has an outstanding balance of $62,733.29.

Very truly yours,

SAMUEL M. IVREY

SMI:cc

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

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:
Chief, Special Procedures Section
Internal Revenue Service
Baltimore, Maryland 21203

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. 6153448 | INSURED NO.

(Always obtain signature of addressee or agent)
I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY SEP 10 1981

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

POSTMARK SEP 10 1981

CLERK'S INITIALS

☆ GPO : 1977—O-234-337

PS Form 3811, Apr. 1977 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

P15 6153448

RECEIPT FOR CERTIFIED MAIL

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

SENT TO Chief, Special Procedures Section
STREET AND NO. Internal Revenue Service
P.O., STATE AND ZIP CODE Baltimore, Maryland 21203

POSTAGE		$ .75
CONSULT POSTMASTER FOR FEES — CERTIFIED FEE		.75 ¢
OPTIONAL SERVICES — SPECIAL DELIVERY		¢
RESTRICTED DELIVERY		¢
RETURN RECEIPT SERVICE — SHOW TO WHOM AND DATE DELIVERED		.60 ¢
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		

ANNAPOLIS MD SEP 9 1981

PS Form 3800, Apr. 1976

COPY

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. 6972

* * * * * * * * * * *

AUCTIONEER'S CERTIFICATE

I, the undersigned, certify that on the 9th day of October, 1981, I conducted a public sale as Auctioneer at the premises mentioned in these proceedings, at the hour of 2:00 p.m., and sold the property described in the advertisement hereto annexed to ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION, for the sum of $ 60,000.00 (he) (she) (they) (it) being then and there the highest bidder. I hereby certify that the said sale was conducted fairly and impartially.

J. Jackson
Auctioneer

I (we) hereby agree to comply with the terms of sale mentioned in the above advertisement of sale.

ANNAPOLIS FEDERAL SAVINGS & LOAN ASSOC.

BY: Richard J. Moulard
Purchaser

Purchaser

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT 21 AM 9:56
QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

LIBER 14 PAGE 518

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. 6972

* * * * * * * * * * *

AFFIDAVIT OF PURCHASER

I, (We) RICHARD MORELAND,

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 9th day of October, 1981, on the premises, at 2:00 p.m., for and on behalf of ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION 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, and that I (We) agree to comply with the terms of said sale.

ANNAPOLIS FEDERAL SAVINGS & LOAN ASSOC.

BY: Richard Moreland
Purchaser

Purchaser

SUBSCRIBED AND SWORN to before me this 9th day of October, 1981.

Samuel M. Ivrey
SAMUEL M. IVREY, Notary Public

My Commission Expires:

July 1, 1982

RECEIVED
CLERK, CIRCUIT COURT
1981 OCT 21 AM 9:56
QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

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. 6972

ORDERED, this 21st day of October, 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 23rd 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 16th day of November, 19 81.

The report states the amount of sales to be $ 60,000.00.

Margurit H. Markin Clerk

Filed October 21, 1981

LIBER 14 PAGE 519

LIBER 14 PAGE 520

Centreville, Md. 11-12 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 16th day of November 1981. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 28th day of October 1981, and the last insertion on the 11th day of November 1981.

Publishers, Record Observer

Per Marjorie Freeman

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. 6972

ORDERED, this 21st day of October, 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 23rd 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 16th day of November, 1981.

The report states the amount of sales to be $60,000.00.

MARGUERITE W. MANKIN,
Clerk
True Copy, Test:
Marguerite W. Mankin,
Clerk
By: Betty M. Comegys
Deputy Clerk
Filed: October 21, 1981.

RO-10-28-3t-039

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV 23 AM 9: 38
QUEEN ANNE'S COUNTY

IN THE MATTER OF	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
HOWARD W.N. RUPP,	*	QUEEN ANNE'S COUNTY
T/A HERITAGE HOMES	*	IN EQUITY
MORTGAGOR	*	Cause No. 6972

* *

AFFIDAVIT OF NOTICE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, personally appeared SAMUEL M. IVREY, Assignee, the above named Plaintiff, and made oath in due form of law that he has given notice by certified mail to Howard W.N. Rupp, T/A Heritage Homes, Defendant, Mortgagor, at his last known address, of the time, place and terms of sale of the property reported herein, in compliance with Rule W 74 a 2 (c) of the Maryland Rules of Procedure; further, holders of subordinate liens have not recorded any request for Notice of Sale, as required by Article 7-105 (c), Real Property, Annotated Code of Maryland.

Samuel M. Ivrey

SAMUEL M. IVREY - Affiant
144 Duke of Gloucester Street
Annapolis, Maryland 21401
263-9285

SUBSCRIBED AND SWORN TO, before me,

this 20th day of November, 1981.

Corinne C. Cosser
NOTARY PUBLIC

My Commission Expires:

July 1, 1982

CORINNE C. COSSER
NOTARY PUBLIC
ANNE ARUNDEL COUNTY, MD.

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV 23 AM 9:38
QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

Centreville, Md. 11-30 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 4 successive weeks before the 9th day of October 19 81 And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 16th day of September 19 81, and the last insertion on the 7th day of October 19 81.

Publishers, Record Observer

Per Wayne Fusher

FILED

NOV 30 1981

CIRCUIT COURT
QUEEN ANNE'S CO.

ASSIGNEE'S SALE Of VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Lot 46

Hickory Ridge Subdivision
Fifth Election District
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 September 12, 1979, and recorded among the Land Records of Queen Anne's County in Liber 15, folio 823, 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, October 9, 1981, at 2:00 p.m., the following described property, lying and being in the Fifth Election 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. 46, as shown on the Plat of Section B, Hickory Ridge, recorded among the Land Records of Queen Anne's County in Liber CWC 115, folio 829, and in large Plat Book CWC 3, folio 19, to which plat reference is hereby made for a particular description of the tract of land hereby conveyed.

BEING the same property conveyed to the within-named Mortgagor, Howard W.N. Rupp, t/a Heritage Homes, from Wye River Associates, Ltd., by Deed dated September 12, 1979, and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately 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 13 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.

THIS PROPERTY IS IMPROVED by a one-story detached rambler containing living room, dining room, kitchen, three bedrooms, two baths, laundry room and garage.

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-9-16-4t-028

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. 6972

* * * * * * * * * *

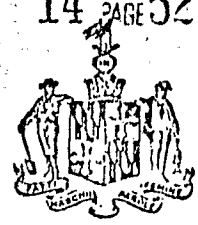
FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County and State of Maryland, in Equity, this 30th day of November, 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 C. Cole
JUDGE

CLERK, CIRCUIT COURT
1981 NOV 30 PM 2:55
QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464



The Second Judicial Circuit of Maryland

GEORGE B. RASIN, JR.
CHIEF JUDGE
CHESTERTOWN, MD. 21620
HARRY E. CLARK
ASSOCIATE JUDGE
EASTON, MD. 21601
H. KENNETH MACKEY
ASSOCIATE JUDGE
ELKTON, MD. 21921
J. ALBERT RONEY, JR.
ASSOCIATE JUDGE
ELKTON, MD. 21921
K. THOMAS EVERNGAM
ASSOCIATE JUDGE
DENTON, MD. 21629
CLAYTON C. CARTER
ASSOCIATE JUDGE
CENTREVILLE, MD. 21617

December 7, 1981

CAROLINE COUNTY
CECIL COUNTY
KENT COUNTY
QUEEN ANNE'S COUNTY
TALBOT COUNTY

758-0216

Samuel M. Ivrey, Esquire
144 Duke of Gloucester Street
Annapolis, Maryland 21401

Re: Chy. No. 6970

Dear Mr. Ivrey:

I agree with Auditor Sause that the appellate decisions contemplate an audit of the proceeds of the sale.

I therefore suggest you submit another "suggested account" using the form enclosed.

In addition, no more than $72,793.64 set forth in the Statement of Mortgage Debt, plus interest thereon to 60 days following the sale, will be allowed unless an Amended Statement is filed.

We also note that the taxes have not been paid and the property is still assessed in the name of the mortgagor, who may be personally sued by the County Treasurer for non-payment. Interest also is running after October 1st.

Very truly yours,

CLAYTON C. CARTER,
Judge

CCC:mfe
Enclosure
bc: Hon. George B. Rasin, Jr.
John W. Sause, Jr., Auditor

IN THE MATTER OF :

MORTGAGED REAL ESTATE :

HOWARD W.N. RUPP : Chancery #6972

t/a Heritage Homes :

: : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price		$ 60,000.00	
Interest on $55,000.00 at 13% from 10/9/81 to 3/31/82 173 days at $19.86 per day (as computed by Assignee)		3,447.67	
Real property tax reimbursement		543.46	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 63,991.13
COMMISSIONS PAYABLE TO ASSIGNEE		$ 3,150.00	
ATTORNEY FEE, as per Mortgage		100.00	
EXPENSES OF SALE			
Court costs	$ 174.50		
Advertising			
Notice of sale	167.91		
Report of sale	61.44		
Bond premium	62.00		
Auctioneer's fee (maximum)	150.00		
Certified mail	3.06	618.91	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 45.00		
Postage & xerox	1.87	46.87	3,915.78-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 60,075.35
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal, per Statement of Debt		$ 56,500.00	
Interest to 10/9/81, per Statement 3/1 to 10/9/81 (includes April credit)		4,348.99	
Escrow overdraft, per Statement			
Flood insurance		88.00	
Builders insurance		237.00	
1980/81 real property taxes		812.39	
1981/82 real property taxes		746.91	
Interest: 10/10/81 to 12/8/81		1,224.00	
TOTAL DUE UNDER MORTGAGE			$ 63,957.29
AVAILABLE FOR DISTRIBUTION TO ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION, as above			60,075.35-
D E F I C I T			$ 3,881.94-

Notes: Breakdown of Statement of Debt furnished by Ms. Duffield of Annapolis Federal Savings & Loan Association.

NOTICE

The attached Account was filed on the 23rd day of April, 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 #6972. 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 23rd day of April, 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 M. Ivrey, Esquire
Gloucester and Green Streets
Annapolis, Maryland 21401

Howard W. N. Rupp
Route 2 Box 727
Chester, Maryland 21619

Jerry L. Forman, Esquire
Attorney for Richard A. Sovero and
Paula A. Sovero
406 West Pennsylvania Avenue
Towson, Maryland 21204

C. Daniel Saunders, Esquire
Attorney for D & R Supply Co.
Post Office Box 158
Chestertown, Maryland 21620

Chief, Special Procedures Section
Internal Revenue Service
Baltimore, Maryland 21202

John W. Sause, Jr.
Auditor

IN THE MATTER OF MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF HOWARD W.N. RUPP, t/a HERITAGE HOMES	*	FOR QUEEN ANNE'S COUNTY
Mortgagor	*	IN EQUITY
	*	No. 6972
	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 23rd day of April, 1982, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 10th day of May, 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 W. Mankin Clerk

Filed April 23, 1982

RECEIVED
CLERK, CIRCUIT COURT
1982 APR 23 PM 12:34
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 528

IN THE MATTER OF MORTGAGED REAL ESTATE OF HOWARD W. N. RUPP, t/a HERITAGE HOMES Mortgagor vs.	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. 6972

FINAL RATIFICATION OF AUDIT

ORDERED this 17th day of May, 1982, by the Court that the account of the Auditor is finally ratified and confirmed, and Samuel M. Ivrey, 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. Rankin Clerk

Filed May 17, 1982

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. 6970
	*	

SEP -3 81 # 26017 *****
SEP *3-81 A *B26017* *****

* * * * * * * * *

CLERK OF THE COURT:

Please docket this case, file the original mortgage, Statement of Mortgage Debt, Military Affidavit and Bond.

Samuel M. Ivrey

Samuel M. Ivrey, Assignee

CLERK OF CIRCUIT COURT
1981 SEP -3 AM 10:04
QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

DOCUMENT No. 98, 284 LIBER 151 PAGE 86 LIBER 14 PAGE 530 L#18-2367

Form No. 1 – Individual

PURCHASE MONEY AS TO $10,850.00

This Mortgage, made this 24th day of May,

in the year one thousand nine hundred and seventy-nine (1979), 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-SEVEN THOUSAND AND NO/100 ($67,000.00) ---------- dollars,

being the balance of the purchase money for the Property herein 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 11½% per annum, in the manner following: a 12 month, 8 day construction period terminating May 31, 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 1st 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 month's 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 per cent (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 such 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 Election 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. 5, Block Q, Queen Anne Colony, as shown on a plat entitled "Plat 1, Queen Anne Colony", recorded among the Land Records of Queen Anne's County in Liber TSP 59, folio 251, as said plat is amended and modified by a plat entitled "Revised Plat 1, Queen Anne Colony", recorded in Liber TSP 67, folio 391, and in Plat Book TSP 1, folio 91.

BEING PART OF the property conveyed to Howard W. N. Rupp, T/A Heritage Homes, from Edward C. Derby and Mary E. Derby, 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.

RECEIVED
CLERK, CIRCUIT COURT

1979 JUN 18 AM 10: 48

QUEEN ANNE'S COUNTY

JUN 18-79 * 29517 ****199.80
JUN 18-79 A #29517 ****184.80
JUN 18-79 A #29516 *****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.

LIBER 151 PAGE 87 LIBER 14 PAGE 531

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 11½ % 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,
T/A Heritage Homes (SEAL)

(SEAL)

(SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 24th day of May in the year one thousand nine hundred and seventy-nine (1979), 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, and that the amount of the loan which said mortgage has been given to secure, was paid over and disbursed by the party secured by the mortgage to the Borrower at a time no later than the complete execution and delivery by the Borrower of the mortgage.

As witness my hand and Notarial Seal.

Carole M. Turner
Carole M. Turner Notary Public.

My commission expires on July 1, 1982

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

LIBER 14 PAGE 533

DOCUMENT NO. 106,742 LIBER 14 PAGE 534 LIBER 178 PAGE 222

RECEIVED TO
CLERK OF CIRCUIT COURT
1981 SEP -3 AM 10: 21
QUEEN ANNE'S COUNTY

No.
Re. RECEIVED FOR RECORD

SEP -3-81 * 26020 ******5.00
SEP -3 81 A # 26020 ******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. 151 FOLIO 86

MAIL TO Place in Equity No. 6970

FOR VALUE RECEIVED, Annapolis Federal Savings and Loan Association of Annapolis, Maryalnd, a body corporate, hereby assigns the within Mortgage and the debt secured thereby to Samuel Ivrey, Esq., Assignee, for the purpose of foreclosure this 11th day of August 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.
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. 6970

* * * * * * * * * * *

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 May 24, 1979, and recorded among the Land Records of Queen Anne's County in Liber 151, folio 86, said Mortgage being in default.

BALANCE due on principal to	8-31-81	$72,011.84
INTEREST due to	9-30-81	781.80
TOTAL DUE		$72,793.64

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of September, 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

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. 6970

* * * * * * * * * * *

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 Defendants 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 2nd day of September, 1981.

Corinna C. Cosner
Notary Public

CORINNA C. COSNER NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

RECEIVED CLERK OF CIRCUIT COURT 1981 SEP -3 AM 10:07 QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9206
WASHINGTON
201-2171
BALTIMORE
269-5464

LIBER 3 PAGE 138

Fidelity and Deposit Company

Equity # 6970 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 1st day of September 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 Twenty-fourth day of May, 1979 and recorded among the mortgage records of Queen Anne's County in Liber No. 151 Folio 86 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:

Samuel M. Ivrey, Assignee (SEAL)

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Samuel M. Ivrey *Attorney-in-Fact*

Surety

13228(MD)—500, 11-76 201940
Formerly MD22-Aa
Mortgagee's or Attorney's Bond

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

LIBER 14 PAGE 537

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

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 3rd day of September, 1981.

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

IN THE MATTER OF	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	OF QUEEN ANNE'S COUNTY
HOWARD W. N. RUPP T/A		
HERITAGE HOMES	*	Equity No. 6970

* * * * * * * * *

CLAIM FOR PROCEEDS OF SALE

Come now RICHARD A. SOVERO and PAULA A. SOVERO, Claimants, by Jeffrey L. Forman and Kraft and Kauffman, P.A., their attorneys, and, pursuant to Maryland Rule W75(a), file this CLAIM against the surplus of the proceeds of sale, if any, after payment to the Mortgagee of his claim and expenses. The Claimants claim the surplus proceeds to the extent of Fifteen Thousand Dollars ($15,000.00) plus costs, assessed in Case No. 4154, Circuit Court, Queen Anne's County (Sovero v. Rupp, et al).

In support of this claim, Claimants attach a copy of this Court's Order dated August 26, 1981, and incorporate by reference, the Judgments so entered by the Clerk of this Court.

KRAFT AND KAUFFMAN, P.A.

Jeffrey L. Forman

Jeffrey L. Forman
406 W. Pennsylvania Avenue
Towson, Maryland 21204
(301) 823-5700

I HEREBY CERTIFY that on this 25th day of September, 1981, a copy of the aforegoing Claim for Proceeds of Sale was mailed to Samuel Ivrey, Esquire, Assignee, 144 Duke of Gloucester Street, Annapolis, Maryland 21401.

Jeffrey L. Forman

LAW OFFICES
KRAFT AND KAUFFMAN, P. A.
406 W. PENNSYLVANIA AVE.
TOWSON, MARYLAND 21204
(301) 823-5700

LIBER 14 PAGE 540

JLF:mfm
6/1/81

RICHARD A. SOVERO and PAULA A. SOVERO	*	IN THE
Plaintiffs	*	CIRCUIT COURT
v.	*	FOR
HOWARD W. N. RUPP t/a HERITAGE HOMES	*	QUEEN ANNE'S COUNTY,
and	*	
PHILLIP J. DAVIDSON t/a MARINE CONSTRUCTION	*	MARYLAND
Defendants	*	Law No. 4154

* * * * *

HOWARD W. N. RUPP t/a HERITAGE HOMES	*
Cross-Claimant	*
v.	*
PHILLIP J. DAVIDSON t/a MARINE CONSTRUCTION	*
Cross-Defendant	*

RECEIVED AUG 27 1981

* * * * * * * * *

ORDER

Upon consideration of Defendant Rupp's Motion for Judgment N.O.V., and after a hearing on the matter, it is this 26th day of August, 1981, by the Circuit Court for Queen Anne's County, Sitting at Law:

ORDERED: That the Defendant's Motion be and it hereby is OVERRULED and DENIED, and the Clerk is directed to enter final judgment on each judgment nisi entered against him.

Clayton C. Carter
Clayton C. Carter, Judge

TRUE COPY, TEST:
WRITE W. MANKIN, CLERK
Anne T. Ward
DEPUTY CLERK

LAW OFFICES
MONOKER AND KRAFT, P.A.
SUITE 200
22 WEST ROAD
TOWSON, MARYLAND 21204
(301) 823-5700

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. 6970

* * * * * * * * * * *

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, October 1, 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:

ALL THAT LOT OF GROUND situate in Queen Anne's County, being Lot No. 5, Block Q, Queen Anne Colony, as shown on a plat entitled "Plat 1, Queen Anne Colony", recorded among the Land Records of Queen Anne's County in Liber TSP 59, folio 251, as said plat is amended and modified by a plat entitled "Revised Plat 1, Queen Anne Colony", recorded in Liber TSP 67, folio 391, and in Plat Book TSP 1, folio 91.

SAID PROPERTY BEING SOLD TO ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION, at and for the sum of $ 60,000.00 being at that price then and there the highest bidder therefor.

THE said pruchaser(s) have/has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of auctioneer, and Report of Sale

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
201-2171
BALTIMORE
269-5464

are filed herewith, all of which is respectfully submitted.

AND, as in duty bound, etc.

SAMUEL M. IVREY, ASSIGNEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of October, 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.

Notary Public

My Commission Expires:

July 1, 1982

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
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

September 1, 1981

Chief, Special Procedures Section
Internal Revenie Service
Baltimore, MD 21203

RECEIVED
CLERK OF CIRCUIT COURT
1981 OCT -5 AM 9:53
QUEEN ANNE'S COUNTY

Dear Sirs:

Kindly be advised that property designated as Lot 5, Block Q, Plat 1, Queen Anne Colony, Stevensville, Queen Anne's County, will be sold at foreclosure on Wednesday, September 30, 1981, at the Court House Door, Centreville, Maryland. 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 mortgage foreclosure is designated as Lot 5, Block Q, Queen Anne Colony, as shown on a Plat entitled "Plat 1, Queen Anne Colony", recorded among the Land Records of Queen Anne's County in Liber TSP 59, folio 251, as said plat is amended and modified by a plat entitled "Revised Plat 1, Queen Anne Colony", recorded in Liber TSP 67, folio 391, and in Plat Book TSP 1, folio 91, which dwelling is improved by a two-story detached house consisting of 4 bedrooms, living room, dining room, kitchen, 2½ baths, and family room, containing approximately 1995 square feet.

8. The sale to be held as mentioned above on September 30, 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 property is being sold in accordance with a mortgage to Annapolis Federal Savings and Loan Association of Annapolis, Maryland.

P15 6153458

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

SENT TO Internal Rev. Service
Chief, Sp. Procd.
STREET AND NO
Baltimore, MD 21203
P.O., STATE AND ZIP CODE

POSTAGE		$
CERTIFIED FEE		¢
SPECIAL DELIVERY		¢
RESTRICTED DELIVERY		¢
RETURN RECEIPT SERVICE — SHOW TO WHOM AND DATE DELIVERED		¢
RETURN RECEIPT SERVICE — SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY		¢
RETURN RECEIPT SERVICE — SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY		¢
RETURN RECEIPT SERVICE — SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY		¢
TOTAL POSTAGE AND FEES		$ 13

CONSULT POSTMASTER FOR FEES — OPTIONAL SERVICES — RETURN RECEIPT SERVICE

POSTMARK OR DATE
SEP 1 1981
September 1, 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).
☒ 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, Sp. Procd. Sec.
Internal Revenue Service
Baltimore, Md 21203

3. ARTICLE DESCRIPTION:
REGISTERED NO. | CERTIFIED NO. 6153458 | INSURED NO.
(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY SEP 3 1981
POSTMARK
BALTIMORE MD
SEP 3 1981
U.S. POSTAGE
1.00

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

AREA CODE 301
263-9285
263-9286

LIBER 14 PAGE 544

SAMUEL M. IVREY
ATTORNEY AT LAW
GLOUCESTER AND GREEN STREETS
ANNAPOLIS, MD. 21401

WASHINGTON 261-2171
BALTIMORE 269-5464

10. As concerns Lot 5, the mortgage has an outstanding balance of $72,793.64.

Very truly yours,

SAMUEL M. IVREY

SMI/lb

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

COPY

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

September 21, 1981

Mr. Howard W.N. Rupp
T/A Heritage Homes
Route 2, Box 727
Chester, Maryland 21619

RECEIVED
CLERK OF THE CIRCUIT COURT
1981 OCT -7 AM 9:54
QUEEN ANNE'S COUNTY

Re: Lot 5, Block C, Plat 1, Queen Anne Colony
Annapolis Federal Savings & Loan Association
Account No. 18-2367

Dear Mr. Rupp:

You are hereby notified that your property covered by the above mentioned account and designated as "Lot 5, Block C, Queen Anne Colony", as shown on a plat entitled "Plat 1, Queen Anne Colony", recorded among the Land Records of Queen Anne's County in Liber TSP 59, folio 251, as said plat is amended and modified by a plat entitled "Revised Plat 1, Queen Anne Colony", recorded in Liber TSP 67, folio 391, and in Plat Book TSP 1, folio 91, and duly assigned for thepurpose 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, October 1, 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 Eleven and one-half percent (14½) per annum to be paid in cash upon final ratification of sale. Taxes and other assessments to be adjusted to date of sale. Conveyanceing, 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 ten 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

SMI/lb
CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

P15 3153450
RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO Howard W.N. Rupp
T/A Heritage Homes
STREET AND NO. Rt. 2, Box 727
P.O., STATE AND ZIP CODE Chester, MD 21619

POSTAGE	$ 1.60
CERTIFIED FEE	75¢
SPECIAL DELIVERY	¢
RESTRICTED DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED	60¢
SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
SHOW TO WHOM, DATE, AND ADDRESS WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES	$ 1.35
POSTMARK OR DATE	

CONSULT POSTMASTER FOR FEES
OPTIONAL SERVICES
RETURN RECEIPT SERVICE

PS Form 3800, Apr. 1976

ANNAPOLIS MD 21401 SEP 21 '81

LIBER 14 PAGE 545

LIBER 14 PAGE 546

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. 6970

* * * * * * * * * * *

AFFIDAVIT OF PURCHASER

I, (WE) Benjamin O. Delaney, Jr.,

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 1st day of October, 1981, on the premises, at 2:00 p.m., for and on behalf of Annapolis Federal Savings and Loan Association

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, and that I (We) agree to comply with the terms of said sale.

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

By _____
Purchaser
Benjamin O. Delaney, Jr., Vice President

_____
Purchaser

SUBSCRIBED AND SWORN to before me this 1st day of October, 1981.

LINDA BRETTSCHNEIDER, Notary Public

My Commission Expires:

July 1, 1982

CLERK'S OFFICE
1981 OCT -5 AM 9:50
QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-0285
263-0286
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 COUNTY
MORTGAGOR	*	EQUITY NO. 6970

* * * * * * * * * * *

AUCTIONEER'S CERTIFICATE

I, the undersigned, certify that on the 1st day of October, 1981, I conducted a public sale as Auctioneer at the premises mentioned in these proceedings, at the hour of 2:00 p.m., and sold the property described in the advertisement hereto annexed to Annapolis Federal Savings and Loan Association, for the sum of $ 60,000.00 (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 SAVINGS AND LOAN ASSOCIATION

By: Purchaser

Benjamin O. Delaney, Jr., Vice President

Purchaser

RECEIVED
CLERK OF CIRCUIT COURT
1981 OCT -5 AM 9:54
QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

LIBER 14 PAGE 548

A S S I G N E E ' S S A L E

- OF VALUABLE -

IMPROVED FEE SIMPLE REAL ESTATE
Congressional Drive
Lot 5, Block Q, Plat 1
Queen Anne Colony
Stevensville
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 May 24,1979, and recorded among the Land Records of Queen Anne's County in Liber 151, folio 86, 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, October 1, 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. 5, Block Q, Queen Anne Colony, as shown on a plat entitled "Plat 1, Queen Anne Colony", recorded among the Land Records of Queen Anne's County in Liber TSP 59, folio 251, as said plat is amended and modified by a plat entitled "Revised Plat 1, Queen Anne Colony", recorded in Liber TSP 67, folio 391, and in Plat Book TSP 1, folio 91.

BEING PART OF the property conveyed to Howard W. N. Rupp, T/A Heritage Homes, from Edward C. Derby and Mary E. Derby, his wife, by Deed 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 11½ percent per annum to be paid in cash upon final ratification of

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

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.

THIS PROPERTY IS IMPROVED by a rancher consisting of 3 bedrooms, living room, dining room, kitchen, 2½ baths, and family room, containing approximately 1995 square feet.

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, MD 21401
(301) 263-9285
Washington - 261-2171
Baltimore - 269-5464

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

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. 6970

ORDERED, this 5th day of October, 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 5th 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 29th day of October, 19 81.

The report states the amount of sales to be $ 60,000.00.

Marguerite H. Mankin Clerk

Filed October 5, 1981

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT FOR
MORTGAGED REAL ESTATE OF	*	QUEEN ANNE'S COUNTY, MARYLAND
HOWARD W.N. RUPP, T/A HERITAGE HOMES	*	EQUITY NO. 6970

PETITION OF JUDGMENT CREDITOR FOR SURPLUS PROCEEDS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of D & R Supply Co., by C. Daniel Saunders, its attorney, respectfully represents:

1. Your Petitioner holds a summary judgment against Howard W. N. Rupp, which was given by the District Court of Maryland for Queen Anne's County on the 17th day of December, 1980 in case no. 3-4-80-CV-640, in the amount of Two thousand twelve dollars and eighty nine cents ($2012.89) and costs of suit amounting to Twelve dollars ($12.00). (See Exhibit A attached.)

2. The above referred to judgment was recorded in the District Court for Queen Anne's County on January 22, 1981 in Recorded Index No.2 Folio 74 and a Notice of Lien of such judgment filed with the Clerk of the Circuit Court for Queen Anne's County.

3. The above referred to judgment has not been paid.

4. Your Petitioner verily believes that after the sale of the property to be had in this proceeding, there will be excess proceeds due and owing Howard W. N. Rupp, and respectfully requests that the same be accounted for and paid to your Petitioner to satisfy the above cited judgment, the same to be done in your Petitioner's proper order and as its interest appears.

C. Daniel Saunders
Attorney for D & R Supply Co.
P.O. Box 158
Chestertown, Maryland 21620
778-4510

C. DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 158
CHESTERTOWN, MD. 21620

AFFIDAVIT

I HEREBY DECLARE and affirm under the penalties of perjury that the matters and facts set forth in the aforegoing Petition for Surplus Proceeds are true and correct.

C. Daniel Saunders

I HEREBY CERTIFY, that on this 5 day of October, 1981, a copy of the aforegoing Petition for Surplus Proceeds was mailed to Samuel M. Ivrey, Assignee, 144 Duke of Glocester Street, Annapolis, Maryland 21401; and to Howard W.N. Rupp, Rt. 2 Box 727 Chester, Maryland 21619.

C. Daniel Saunders

C. DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 155
CHESTERTOWN, MD. 21620

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT FOR
MORTGAGED REAL ESTATE OF	*	QUEEN ANNE'S COUNTY, MD
HOWARD W. N. RUPP, T/A HERITAGE HOMES	*	EQUITY NO. 6770

ORDER

THE PETITION for Surplus Proceeds, heretofore filed by D & R Supply Co., having been read and considered by the court,

IT IS THEREUPON ORDERED this _____day of _____, 1981, that the relief requested in said Petition be and is hereby granted and that the Auditor take proper steps to see that any surplus proceeds from the sale which may be decreed in this case, if any, which would be due Howard W.N. Rupp be paid to D & R Supply Co., in the District Court for Queen Anne's County, Maryland Case No. 3-4-80-CV-640, in the amount of $2012.89, plus costs and interest from date of judgment.

AND IT IS FURTHER ORDERED that the Clerk cause a copy of this order to be mailed to Howard W.N. Rupp.

_____
JUDGE

C. DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 182
CHESTERTOWN, MD. 21620

CASE No. 3-4-88-2640

DISTRICT COURT OF MARYLAND FOR District 3
Queen Anne's County

PARTIES

Plaintiff:

D & R Supply Company
Quaker Neck
Chestertown, Maryland 21620

VS.

Defendant: | Return

(1) Howard N.N. Rupp, Indiv
T/A Heritage Homes and Heritage
Enterprises, Harbor View
Route 2, Box 727
Chester, Maryland 21619

(2)

(3)

(4)

(5)

ATTORNEYS

For Plaintiff: C. Daniel Saunders, Esq. Name
PO Box 158, Chestertown 21620 Address
For Defendant: Name
1205 [illegible] Address
Name

JUDGMENT

SUMMARY
DEFAULT
CONSENT ☒
CONFESSION
NISI ☒ Condemnation

in favor of Plaintiff

for

$ DAMAGES and COSTS $ 12.00

with interest from date plus $

Attorney's Fees against Defendant

12/17/88
Date Judge

Judgment Absolute
Date, Clerk

Judgment Mailed
Date Clerk

in favor of Plaintiff

for

$ DAMAGES and COSTS $

with interest from date plus $

Attorney's Fees against

12/17/88
Date Judge

Judgment Absolute
Date Clerk

CONTINUANCES

DATE	PLTF	DEFT	PARTIES	REMARKS	ADD DEFT	ADD CONCLTS	RE-OVERS	APPROVED	PARTIES NOTIFIED	BY

DATE SATISFACTION FILED

DATE	Description of Papers	COSTS
10/24/88	INITIAL FILING Statement of claim-certified mail	$12.00
[illegible]	[illegible]	
[illegible]	[illegible]	

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 [illegible]

Clerk

LIBER 14 PAGE 554

IN THE MATTER OF THE * IN THE CIRCUIT COURT FOR

MORTGAGED REAL ESTATE OF * QUEEN ANNE'S COUNTY, MARYLAND

HOWARD W. N. RUPP, * EQUITY NO. 6770
T/A HERITAGE HOMES

PETITION OF JUDGMENT CREDITOR FOR SURPLUS PROCEEDS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of D & R Supply Co., by C. Daniel Saunders, its attorney, respectfully represents:

1. Your Petitioner holds a summary judgment against Heritage Homes, Heritage Enterprises, and Heritage Enterprises, Inc., which was given by the District Court of Maryland for Queen Anne's County on the 17th day of December, 1980 in case no. 3-4-80-CV-640, in the amount of Four hundred sixty eight dollars and and eighty eight cents ($468.88). (See Exhibit A attached.)

2. The above referred to judgment was recorded in the District Court for Queen Anne's County on January 22, 1981 in Recorded Index No. 2 Folio 74 and a Notice of Lien of such judgment filed with the Clerk of the Circuit Court for Queen Anne's County.

3. The above referred to judgment has not been paid.

4. Your Petitioner verily believes that after the sale of the property to be had in this proceeding, there will be excess proceeds due and owing Heritage Homes, Heritage Enterprises, and Heritage Enterprises, Inc., and respectfully requests that the same be accounted for and paid to your Petitioner to satisfy the above cited judgment, the same to be done in your Petitioners proper order and as its interest appears.

C. Daniel Saunders
Attorney for D & R Supply Co.
P.O. Box 158
Chestertown, Maryland 21620
778-4510

C. DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 158
CHESTERTOWN, MD. 21620

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT FOR
MORTGAGED REAL ESTATE OF	*	QUEEN ANNE'S COUNTY, MD
HOWARD W.N. RUPP, T/A HERITAGE HOMES	*	EQUITY NO. 6770

ORDER

THE PETITION for Surplus Proceeds, heretofore filed by D & R Supply Co., having been read and considered by the court,

IT IS HEREUPON ORDERED this _____ day of _____, 1981, that the relief requested in said Petition be and is hereby granted and that the Auditor take proper steps to see that any surplus proceeds from the sale which may be decreed in this case, if any, which would be due Heritage Homes, Heritage Enterprises, and Heritage Enterprises, Inc., be paid to D & R Supply Co., in the District Court For Queen Anne's County, Maryland Case No. 3-4-80-CV-640, in the amount of $468.88, plus interest from date of judgment.

AND IT IS FURTHER ORDERED that the Clerk cause a copy of this order to be mailed to Heritage Homes, Heritage Enterprises, and Heritage Enterprises, Inc.

_____
JUDGE

C. DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 188
CHRISTIEITOWN, MD. 21620

AFFIDAVIT

I HEREBY DECLARE and affirm under the penalties of perjury that the matters and facts set forth in the aforegoing Petition for Surplus Proceeds are true and correct.

C. Daniel Saunders

I HEREBY CERTIFY, that on this 5 day of October, 1981 a copy of the aforegoing Petition for Surplus Proceeds was mailed to Samuel M. Ivrey, Assignee, 144 Duke of Glocester Street, Annapolis, Maryland 21401; and to Heritage Homes, Heritage Enterprises, and Heritage Enterprises, Inc., Rt. 2 Box 727, Chester, Maryland 21619.

C. Daniel Saunders

C. DANIEL SAUNDERS
ATTORNEY AT LAW
P. O. BOX 188
CHESTERTOWN, MD. 21620

CASE No. 3-4-80-C-640

DISTRICT COURT OF MARYLAND FOR District 3
Queen Anne's County

PARTIES

Plaintiff:

D & R Supply Company
Quaker Neck
Chestertown, Maryland 21620

VS.

Defendant: Return

(1) Howard W.N. Rupp, Indiv
T/A Heritage Homes and Heritage
Enterprises, Harbor View
Route 2, Box 727
Chester, Maryland 21619

(2) [illegible] Enterprises, Inc.

(3)

(4)

(5)

LIBER 14 PAGE 55

ATTORNEYS

For Plaintiff: C. Daniel Saunders, Esq. Name
PO Box 158, Chestertown 21620 Address
For Defendant: Donald Sang Name
1205 West Street, Annapolis, Md. 21401 Address
Name

JUDGMENT

SUMMARY
DEFAULT
CONSENT ☒
CONFESSION
NISI ☒ Condemnation

in favor of Plaintiff

for
$ DAMAGES and COSTS $ 12.00
with interest from date plus $
Attorney's Fees against Defendant
[illegible]

12/17/80 [illegible]
Date Judge

Judgment Absolute [illegible]
Date, Clerk

Judgment Mailed
Date Clerk

in favor of Plaintiff

for
$ DAMAGES and COSTS $
with interest from date plus $
Attorney's Fees against [illegible]

12/17/80 [illegible]
Date Judge

Judgment Absolute
Date Clerk

CONTINUANCES:

DATE	PLTF	DEFT	PARTIES	RE-MARK	ADD DEFT	NOT CONCLUDED	RE-OPENED	APPROVED	PARTIES NOTIFIED	BY

DATE SATISFACTION FILED

DATE	Description of Papers	COSTS
10/24/80	INITIAL FILING Statement of claim-certified mail	$12.00
[illegible]	[illegible]	
[illegible]	[illegible]	
Dec 24 1980	[illegible]	

"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 Jan 16 1981

[illegible]
Clerk

Exhibit A

Centreville, Md. 9-28 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 1st day of October 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

RECEIVED
CLERK OF CIRCUIT COURT
1981 OCT -8 AM 10:04
QUEEN ANNE'S COUNTY

Assignee's Sale
- of Valuable - Improved Fee Simple Real Estate

Drive
Lot 5, Block Q, Plat 1
Queen Anne Colony
Stevensville
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, end dated May 24, 1979, and recorded among the Land Records of Queen Anne's County in Liber 151, folio 86, 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, October 1, 1981, et 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. 5, Block Q, Queen Anne Colony, as shown on e plat entitled "Plat 1, Queen Anne Colony," recorded among the Land Records of Queen Anne's County in Liber TSP 59, folio 251, es said plat is amended and modified by a plet entitled "Revised Plat 1, Queen Anne Colony", recorded in Liber TSP 67, folio 391, and in Plat Book TSP 1, folio 91.

BEING PART OF the property conveyed to Howard W. N. Rupp, T/A Heritage Homes, from Edward C. Derby and Mary E. Derby, his wife, by Deed recorded emong 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 Dollers, 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 11½ percent per annum to be paid in cash upon final ratificetion 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 eny.

THIS PROPERTY IS IMPROVED by a single story detached dwelling consisting of 4 bedrooms, living room, dining room, kitchen 2½ baths, and family room, containing approximately 1995 square feet.

Compliance with the terms of sale shall be made within 10 days after finel retification 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 Glocester Street
Annapolis, MD 21401
263-9285
Washington - 261-2171
Baltimore - 269 5464

RO-9-9-3t-014

LIBER 14 PAGE 560

IN THE MATTER OF	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF	*	FOR
HOWARD W.N. RUPP,	*	QUEEN ANNE'S COUNTY
T/A HERITAGE HOMES	*	IN EQUITY
MORTGAGOR	*	Cause No. 6970

* *

AFFIDAVIT OF NOTICE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, personally appeared SAMUEL M. IVREY, Assignee, the above named Plaintiff, and made oath in due form of law that he has given notice by certified mail to Howard W.N. Rupp, T/A Heritage Homes, Defendant, Mortgagor, at his last known address, of the time, place and terms of sale of the property reported herein, in compliance with Rule W 74 a 2 (c) of the Maryland Rules of Procedure; further, holders of subordinate liens have not recorded any request for Notice of Sale, as required by Article 7-105 (c), Real Property, Annotated Code of Maryland.

Samuel M. Ivrey

SAMUEL M. IVREY - Affiant
144 Duke of Gloucester Street
Annapolis, Maryland 21401
263-9285

SUBSCRIBED AND SWORN TO, before me,

this 5th day of November, 1981.

Corinna C. Cosner
NOTARY PUBLIC

My Commission Expires:

July 1, 1982

CORINNA C. COSNER
NOTARY PUBLIC
ANNE ARUNDEL COUNTY, MD.

RECEIVED
CLERK, CIRCUIT COURT
1981 NOV 10 AM 9:17
QUEEN ANNE'S COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
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

September 21, 1981

Mr. Howard W.N. Rupp
T/A Heritage Homes
Route 2, Box 727
Chester, Maryland 21619

Re: Lot 5, Block O, Plat 1, Queen Anne Colony
Annapolis Federal Savings & Loan Association
Account No. 18-2367

Dear Mr. Rupp

You are hereby notified that your property covered by the above mentioned account and designated as "Lot 5, Block O, Queen Anne Colony", as shown on a plat entitled "Plat 1, Queen Anne Colony", recorded among the Land Records of Queen Anne's County in Liber TSP 59, folio 251, as said plat is amended and modified by a plat entitled "Revised Plat 1, Queen Anne Colony", recorded in Liber TSP 67, folio 391, and in Plat Book TSP 1, folio 91, and duly assigned for thepurpose 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, October 1, 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 Eleven and one-half percent (11½) 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 ten 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

SMI/lb
CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

SAMUEL M. IVREY
ATTORNEY AT LAW
GLOUCESTER AND GREEN STREETS
ANNAPOLIS, MD. 21401

UBFP 14 PAGE 562

CERTIFIED MAIL
P15 6153450
MAIL

CLAIM CHECK NO.
HOLD

DATE
1ST NOTICE 9-22
2ND NOTICE
RETURN

RETURN RECEIPT REQUESTE

Detached from PS Form 3849—A Oct 1980

Mr. Howard W.N. Rupp
T/A Heritage Homes
Route 2, Box 727
Chester, Maryland 21619

ANNAPOLIS MD SEP 21 1981 USPS

ANNAPOLIS MD SEP 21 1981 USPS

P15 6153450

RECEIPT FOR CERTIFIED MAIL

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

SENT TO
Howard W.N. Rupp
t/a Heritage Homes
STREET AND NO.
Rt. 2, Box 727
P.O., STATE AND ZIP CODE
Chester, MD 21619

POSTAGE		$ 1.[illegible]
CONSULT POSTMASTER FOR FEES — CERTIFIED FEE		75 ¢
OPTIONAL SERVICES — SPECIAL DELIVERY		¢
OPTIONAL SERVICES — RESTRICTED DELIVERY		¢
RETURN RECEIPT SERVICE	SHOW TO WHOM AND DATE DELIVERED	.60 ¢
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		$ 1.53
POSTMARK OR DATE		

ANNAPOLIS MD SEP 21 1981

PS Form 3800, Apr. 1976

Centreville, Md. 10-29 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 29th day of October 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 Freeman.

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. 6970

ORDERED, this 5th day of October, 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 5th 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 29th day of October, 1981.

The report states the amount of sales to be $60,000.00.

Marguerite W. Mankin
Clerk

True Copy, Test:
Marguerite W. Mankin
Clerk
By: Betty M. Comegys
Deputy Clerk

Filed October 5, 1981.

RO-10-14-31-021

LIBER 14 PAGE 564

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. 6970

* * * * * * * * * * *

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County and State of Maryland, in Equity, this 13th day of November, 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 C. Carter
JUDGE

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.
AREA CODE 301
263-9285
263-9286
WASHINGTON
261-2171
BALTIMORE
269-5464

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

In the Matter of :

HOWARD W. N. RUPP, etc. :

Mortgagor : Chancery #6970

:

: : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price		$ 60,000.00	
Interest on $55,000.00 at 14% from 10/1/81 to 3/31/82 181 days at $17.569 per day		3,179.99	
Real property taxes $694.75 from 7/1/82 to 10/1/82 93 days at $1.903 per day		176.98-	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 63,003.01
COMMISSIONS PAYABLE TO ASSIGNEE		$ 3,150.00	
ATTORNEY FEE, as per Mortgage		100.00	
EXPENSES OF SALE			
Court costs	$ 171.50		
Advertising			
Notice of sale	167.91		
Report of sale	61.44		
Bond premium	60.00		
Auctioneer's fee (maximum)	150.00		
Certified mail	3.06	613.91	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 45.00		
Postage & xerox	2.04	47.04	3,910.95-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 59,092.06
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal, per Statement of Debt		$ 67,000.00	
Interest: 4/1/81 to 11/30/81		6,249.86	
Extension fee, included in Statement		670.00	
Escrow overdraft, included in Statement of Debt			
Real property taxes		125.68	
" " "		285.12	
Insurance premium (prorated for period 5/24/81 to 10/1/81)		113.62	
TOTAL DUE UNDER MORTGAGE			$ 74,513.48
TO BE DISTRIBUTED TO Annapolis Federal Savings & Loan Net Amount Available, as above			59,092.06-
D E F I C I T			$ 15,421.42-

Note: The Fiduciary exhibited copy of an Agreement dated May 30, 1980 by which the rate of interest under the Mortgage was increased to 14%.
The breakdown of the Escrow overdraft was furnished by Ms Duffield of the lender.

NOTICE

The attached Account was filed on the 16th day of April, 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 #6970. 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 16th day of April, 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 M. Ivrey, Esquire
Gloucester and Green Streets
Annapolis, Maryland 21401

Howard W. N. Rupp
Route 2 Box 727
Chester, Maryland 21619

Jerry L. Forman, Esquire
Attorney for Richard A. Sovero and
Paula A. Sovero
406 West Pennsylvania Avenue
Towson, Maryland 21204

C. Daniel Saunders, Esquire
Attorney for D & R Supply Co.
Post Office Box 158
Chestertown, Maryland 21620

Chief, Special Procedures Section
Internal Revenue Service
Baltimore, Maryland 21202

John W. Sause, Jr.
Auditor

IN THE MATTER OF MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF HOWARD W. N.	*	FOR QUEEN ANNE'S COUNTY
XXX	*	IN EQUITY
RUPP, T/A HERITAGE HOMES	*	No. 6970
MORTGAGOR	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 16th day of April, 19 82, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 3rd day of May, 19 82, 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 April 16, 1982

IN THE MATTER OF MORTGAGED REAL ESTATE OF HOWARD W. M. XXXXX RUPP, T/A HERITAGE HOMES MORTGAGOR	* * * * * * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. 6970

FINAL RATIFICATION OF AUDIT

ORDERED this 11th day of May, 19 82, by the Court that the account of the Auditor is finally ratified and confirmed, and Samuel M. Ivrey, Assignee, ~~XXXXXXXXXXXXXXXX~~ is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Mankin Clerk

Filed May 11, 1982

WALLACE A. GAMBRIEL and *
J. SHARON GAMBRIEL, his wife
Route 309 *
Queen Anne's County
Queen Anne, Maryland 21657 *

Plaintiffs *

vs. *

ELWOOD HAWKINS *
Route 309
Queen Anne's County *
Queen Anne, Maryland 21657
*

and

*

THE UNKNOWN HEIRS, DEVISES
OR PERSONAL REPRESENTATIVES *
OF WILLIAM J. C. HAWKINS AND
ALBERTA HAWKINS *

and *

ROBERT P. DEAN *
Rt. 3, Box 56
Anchor Rest Farm *
Queen Anne's County
Centreville, Maryland 21617 *

and *

EDWIN R. JOHNSON and *
PAULINE SCOTT JOHNSON, his wife
23501 Old Hundred Road *
Montgomery County
Dickerson, Maryland 20842 *

and *

PERRY R. BROADWAY *
Route 1, Box 80
Queen Anne's County *
Queen Anne, Maryland 21657
*

and

*

GEORGE L. GUNTHER and
DOROTHY V. GUNTHER, his wife *
R.F.D. 3
Queen Anne's County *
Centreville, Maryland 21617
*

and

*

ALL PERSONS HAVING OR CLAIMING
TO HAVE AN INTEREST IN TWO PAR- *
CELS OF LAND ON THE NORTH SIDE
OF MARYLAND ROUTE 309, NEAR STARR, *
SIXTH ELECTION DISTRICT OF QUEEN
ANNE'S COUNTY, MARYLAND, ONE CON- *
TAINING 8.283 ACRES AND THE OTHER
CONTAINING 5.331 acres *

Defendants

JAN 22-82 * 2 337 *****60.00
JAN 22-82 A 52 337 *****60.00

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

MARYLAND

Equity No. 7048

* * * * * * * * * * *

BILL OF COMPLAINT TO QUIET TITLE

Wallace A. Gambriel and J. Sharon Gambriel, Plaintiffs,

by J. Donald Braden, their attorney, for their Bill of Complaint respectfully represent unto this Honorable Court as follows:

1. The Plaintiffs are the owners of all land (hereinafter "subject property") described in the Confirmatory Deed, attached hereto as Exhibit A, dated December 21, 1981, recorded among the Land Records of Queen Anne's County, Maryland, (hereinafter the word recorded means in said records) in Liber M.W.M. 181, folio 265, said property being designated as parcel "A" and "B" on the plat attached hereto as Exhibit B, entitled "Plat of a Survey of lands of J. Sharon Gambriel." Both the deed and plat are made a part of this Bill of Complaint, pursuant to Maryland Rule 304.

2. The Plaintiffs are the owners of the subject property under color of title, as will be seen by reference to Exhibit A; and the Plaintiffs and their predecessors in title are and have been in actual, peaceable, open, exclusive, hostile, visible, notorious and continuous possession of the subject property for more than 20 years; said possession by the Plaintiffs is under claim of right based upon the adverse possession of their predecessors in title.

3. Parcel "A" of the subject property is improved by a residence, the Plaintiffs actually reside therein, and are in actual and peaceable possession of the entire parcel. Parcel "B" is unimproved, but has been used by the Plaintiffs for agricultural purposes, and they are in constructive and peaceable possession thereof. The Plaintiffs and their predecessors in title have used the right of way described on the attached plat, across the Gunther properties, for ingress and egress to Parcel "B", for a period of more than 20 years, and such use has been open and hostile.

4. The Land Records for Queen Anne's County indicate the following persons are the owners of land adjoining the subject property:

(a) The land on the attached plat indicated to be owned by William J. C. Hawkins was conveyed to William J. C. Hawkins and Alberta Hawkins by two deeds, one dated May 15, 1931, recorded in Liber B.H.T. 13, folio 34, and one dated November 1, 1919, recorded in Liber J.F.R. 3, folio 243. William J. C. Hawkins and Alberta Hawkins died many years ago, leaving five children surviving them; they died intestate and no estates were ever opened in the Orphans' Court for Queen Anne's County, Maryland. One of their children, Elwood Hawkins, presently resides on the subject property, and his address is Queen Anne, Maryland. The names and addresses of the other children and whether they are living or dead is unknown.

(b) The land on the attached plat indicated to be owned by Robert P. Dean was conveyed thereto by Deed dated November 16, 1967, recorded in Liber C.W.C. 31, folio 487.

(c) The land on the attached plat indicated to be owned by Edwin R. Johnson was conveyed to Edwin R. Johnson and Pauline Scott Johnson by deed dated October 22, 1966, recorded in Liber C.W.C. 25, folio 125.

(d) The land on the attached plat indicated to be owned by Perry Broadway was conveyed to Perry W. Broadway, Perry Richard Broadway, Herbert Nelson and Irene L. Broadway Hoxter, as joint tenants, by deed dated January 8, 1945, recorded in Liber A.S.G., Jr., 10, folio 411. Perry W. Broadway died on May 27, 1945, Herbert Nelson Broadway died in January, 1972, Irene L. Broadway Hoxter died during the year 1966 and Perry Richard Broadway, who by surviving the remaining joint tenants, is the sole owner of said property, presently resides on the subject property.

(e) The land on the attached plat indicated to be owned by George L. Gunther was conveyed to George L. Gunther and Dorothy V. Gunther, by two deeds, the parcel between Parcel "A"

and Parcel "B" was conveyed by deed dated November 22, 1972, recorded in Liber C.W.C. 69, folio 23, and the other parcel was conveyed by deed dated July 15, 1976, recorded in Liber C.W.C. 107, folio 315.

5. Because of the description used to convey the subject property by the Plaintiffs' predecessors in title, Plaintiffs' title to the subject property may be disputed, although no hostile outstanding claim is being actively asserted. No action at law or in equity is pending to test or enforce the validity of the title to the subject property.

WHEREFORE, in accordance with §14-108, Real Property Article, and §3-403, Court and Judicial Proceedings Article, Annotated Code of Maryland, the Plaintiffs request the following relief:

A. Quiet title to the subject property and remove any cloud from the title.

B. Declare that a right of way by prescription exists between Parcels "B" and "A" over and across the land of George L. Gunther and Dorothy V. Gunther, his wife, for the benefit of Parcel "B".

C. Enjoin the Defendants, or anyone claiming by, through or under them from asserting any action at law or otherwise against the subject property.

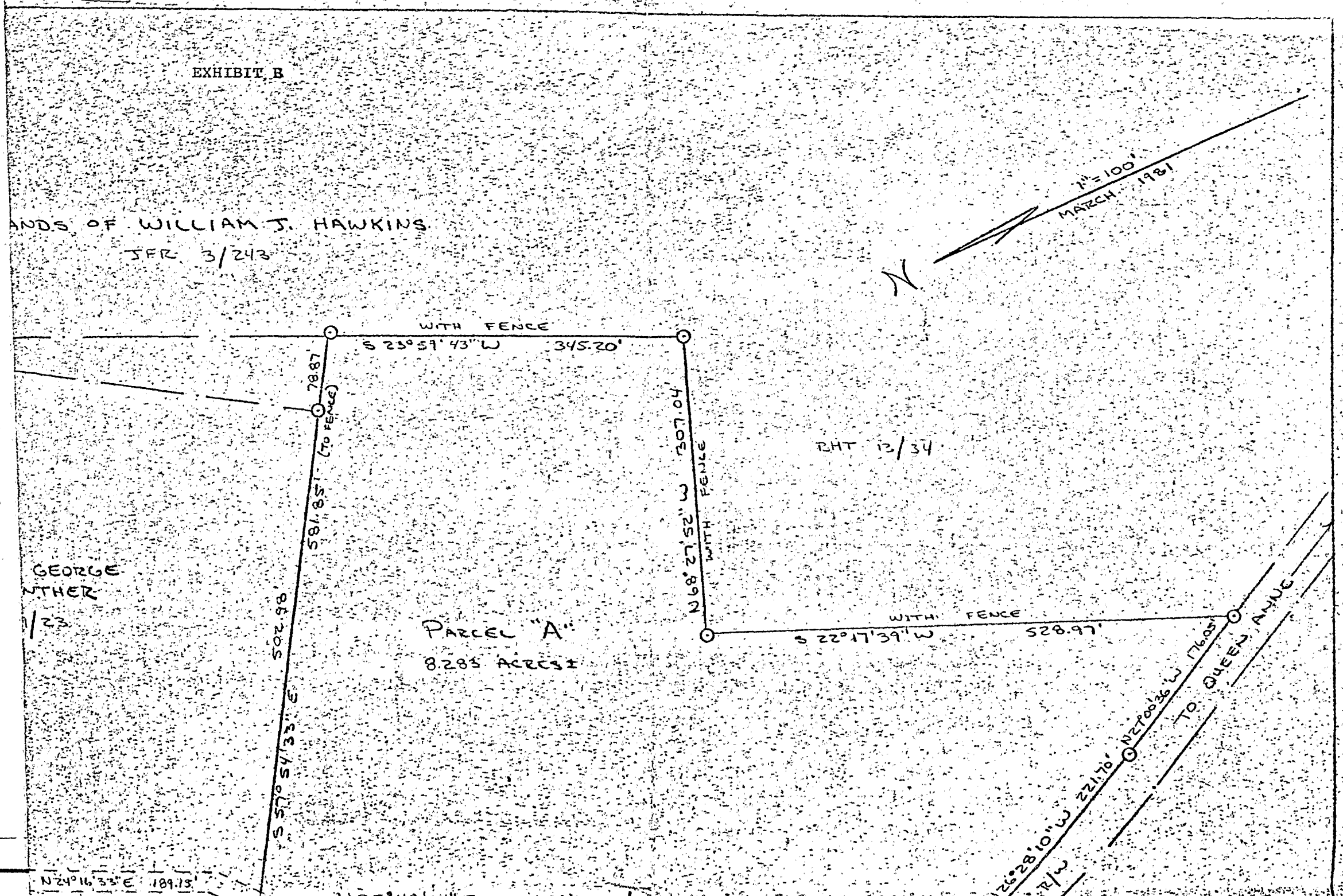
D. Declare the Plaintiffs have absolute ownership and right of disposition of the subject property.

E. Grant such other and further relief as the nature of the cause may require.

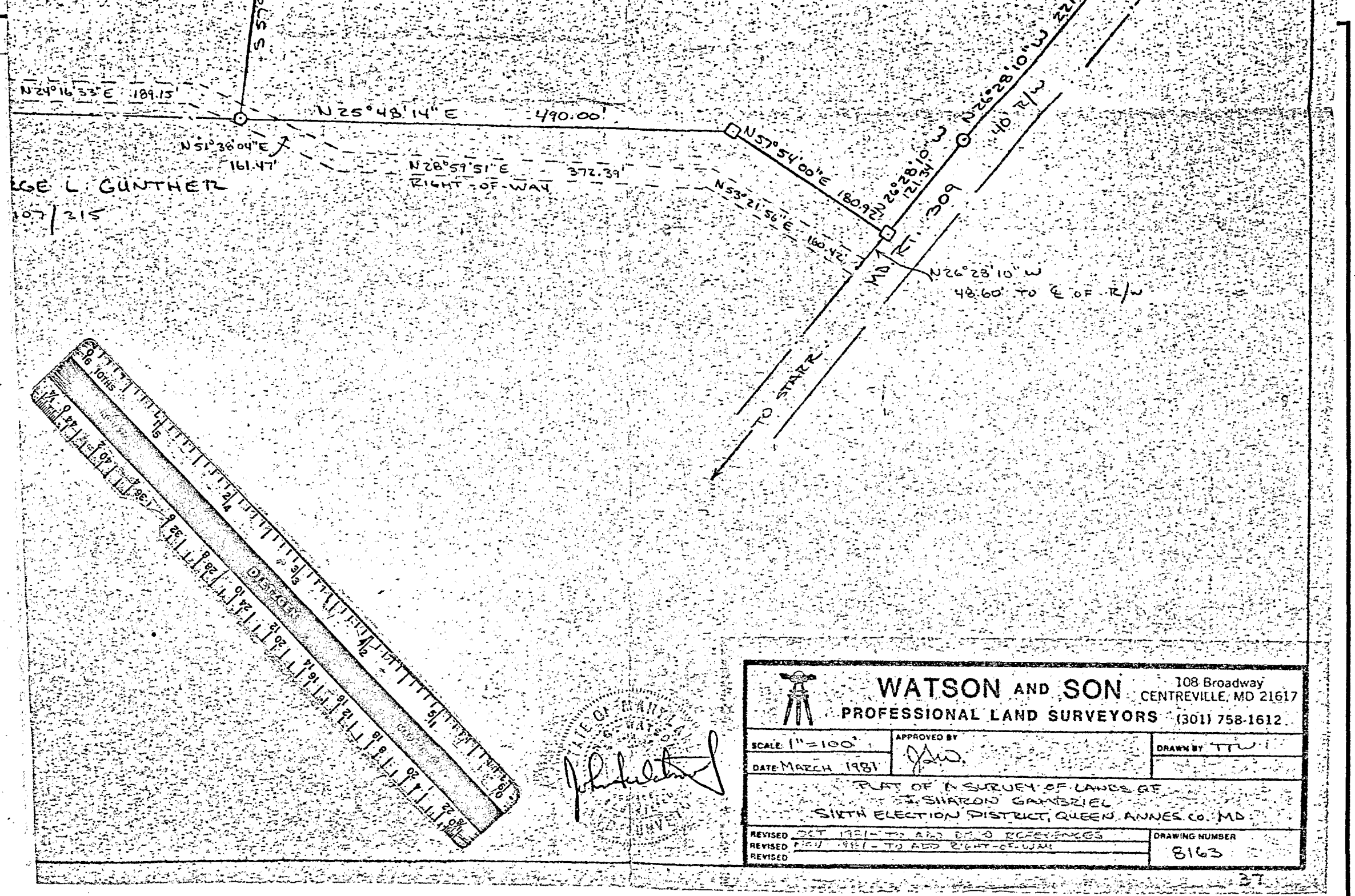
J. Donald Braden

J. Donald Braden
Farmers National Bank Building
Centreville, Maryland 21617
758-2828
Attorney for the Plaintiffs

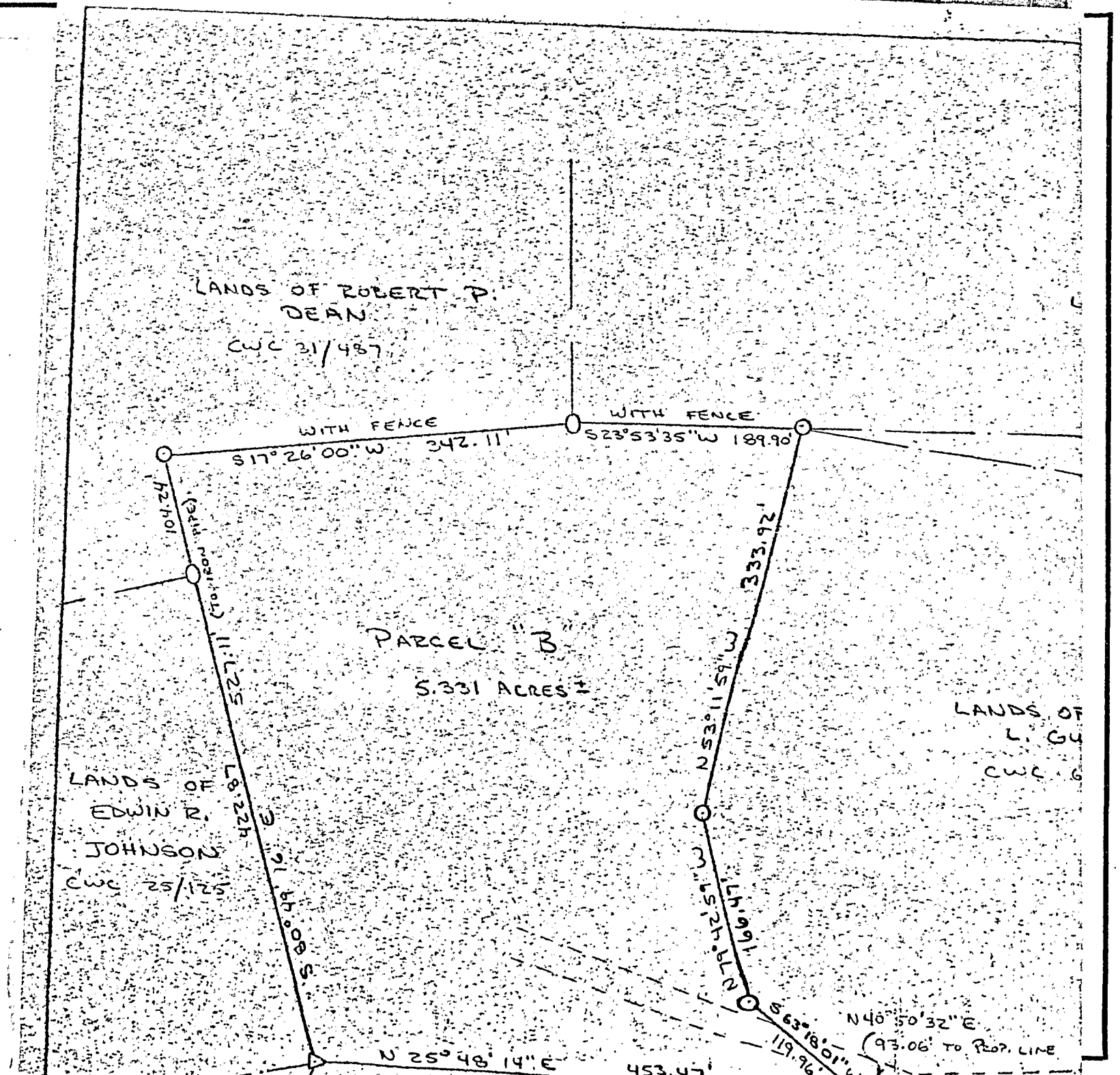
EXHIBIT B

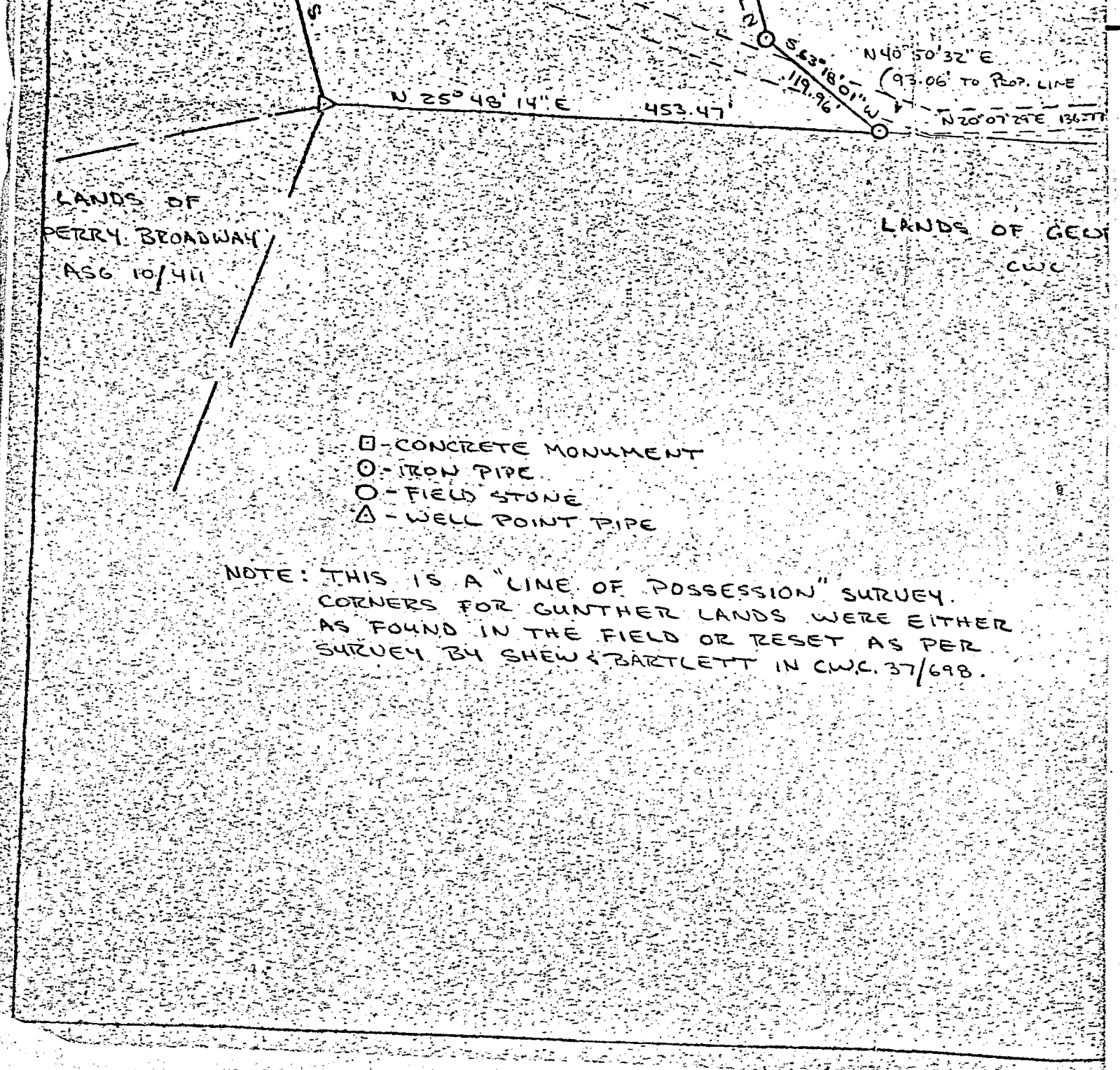


14 573


N24°16'33"E 189.15'
N25°48'14"E 490.00'
N51°36'04"E
161.47'
N28°59'51"E 372.39'
RIGHT-OF-WAY
GE L. GUNTHER
07/315
N57°54'00"E 180.92'
N26°28'10"W 121.34'
N53°21'56"E 160.42'
N26°28'10"W
40' R/W
MD. RT. 309
N26°28'10"W
48.60' TO ℄ OF R/W
TO STARR
WATSON AND SON
PROFESSIONAL LAND SURVEYORS
108 Broadway
CENTREVILLE, MD 21617
(301) 758-1612
SCALE 1"=100'
DATE MARCH 1981
APPROVED BY
DRAWN BY
PLAT OF A SURVEY OF LANDS OF
SHARON GAMBRIEL
SIXTH ELECTION DISTRICT, QUEEN ANNES CO. MD.
REVISED OCT 1981 - TO ADD BOLD REFERENCES
REVISED
REVISED
DRAWING NUMBER
8163

14 579


LANDS OF ROBERT P. DEAN
CWC 31/487
WITH FENCE
WITH FENCE
S17°26'00"W 342.11'
S23°53'35"W 189.90'
104.24' (PLATTED POSITION)
333.92'
PARCEL "B"
5.331 ACRES ±
LANDS OF EDWIN R. JOHNSON
CWC 25/125
S 80°48'08" E
N 25°48'14" E
453.47'
N 40°50'32" E
(93.06' TO PROP. LINE
119.96'



NOTE: THIS IS A "LINE OF POSSESSION" SURVEY. CORNERS FOR GUNTHER LANDS WERE EITHER AS FOUND IN THE FIELD OR RESET AS PER SURVEY BY SHEW & BARTLETT IN CWC. 37/698.

DOCUMENT NO. 107,728

EXHIBIT A

THIS CONFIRMATORY DEED made this 21st day of December, 1981, by and between JUDITH SHARON GAMBRIEL (formerly JUDITH SHARON ADAMS), party of the first part, J. DONALD BRADEN, party of the second part and WALLACE A. GAMBRIEL and J. SHARON GAMBRIEL, his wife, parties of the third part,

EXPLANATORY STATEMENT

1. A deed dated April 26, 1981, by Judith Sharon Gambriel, (formerly Judith Sharon Admas), recorded among the Land Records of Queen Anne's County, Maryland in Liber M.W.M. 174, folio 580, recites that TRACT NO. 2 is all of the land described in a deed dated May 5, 1977, recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. 119, folio 324.

2. The Being clause in said deed was erroneous in that, in addition to being all the land described in the deed recorded aforesaid in Liber C.W.C. 119, folio 324, said TRACT NO. 2 also included all the land described in a deed dated June 15, 1953 from Rena N. Admas to Clarence C. Lord and Beulah Adams, for life, remainder to Judith Sharon Adams (now Judith Sharon Gambriel), recorded aforesaid in Liber T.S.P. 20, folio 15.

3. Additionally, the parties have been informed that the description in the deed recorded aforesaid in Liber M.W.M. 174, folio 580, should be amended to reflect a more accurate reference to the various boundaries of the subject properties.

4. J. Donald Braden was acting as a straw party in order to convey said property from Judith Sharon Gambriel (formerly Judith Sharon Adams) to Wallace A. Gambriel and J. Sharon Gambriel, his wife, and joins herein to properly effectuate the necessary corrections to said conveyance.

5. To prevent difficulties hereafter, and to permit recordation of a deed which truly reflects the intention of the parties, this deed is executed.

NOW, THEREFORE, WITNESSETH, the parties of the first part and second part, in consideration of no dollars ($0.00) and other good and valuable considerations, receipt of which is hereby acknowledged, do heregy give, grant, bargin, sell, convey and forever quitclaim unto Wallace A. Gambriel and J. Sharon Gambriel, his wife, as tenants by the entireties, their assigns, the survivor of them and the survivor's heirs and assigns, in fee simple, all of that property described as follows:

"PARCEL A"

BEGINNING at a concrete monument on the North right-of-way line of Md. Route 309 at N 26° 28' 10" W 121.34 feet from the end of the sixth line of the deed into the Gunthers (C.W.C. 107/315) and then with Gunther lands, and the second line of Parcel 5 of deed C.W.C. 119/324, N 57° 54' 00" E. 180.92 feet to a concrete monument. Then with a part of the sixth line of Gunther lands (C.W.C. 107/315) N 25° 48' 14" E 490.00 feet to an

iron pipe. Then with other Gunther lands, and the first line of Parcel 4 of deed C.W.C. 119/325, S 57° 54' 33" E 502.98 feet to an iron pipe. Then with unclaimed lands, and the first line of Parcel 4 of deed C.W.C. 119/325, S 57° 54' 33" E 78.87 feet to an iron pipe set in the fence line with Hawkins lands. Then with Hawkins lands, an old fence, and the second line of Parcel 4 of deed C.W.C. 119/325, S 23° 59' 43" W 345.20 feet to an iron pipe. Then still with Hawkins lands, an old fence and the third line of Parcel 4 of deed C.W.C. 119/325, N 68° 27' 52" W 307.04 feet to an iron pipe. Then still with Hawkins lands an old fence, and the seventh line of Parcel 3 of deed C.W.C. 119/325, S 22° 17' 39" W 528.97 feet to an iron pipe on the North right-of-way line of Md. Route 309. Then with Md. Route 309, and generally with the first line of Parcel 3 of deed C.W.C. 119/325, one of the lines of the lot described in deed T.S.P. 20/15 and the first line of Parcel 5 of deed C.W.C. 119/324, the following two courses and distances: N 27° 00' 36" W 176.05 feet to an iron pipe. Then N 26° 28' 10" W 343.04 feet to the place of beginning passing over an iron pipe at 221.70 feet. Containing 8.283 acres of land, more or less.

"PARCEL B"

BEGINNING at an iron pipe at the southwest corner of this parcel where it borders with both parcels of Gunther lands at S 25° 48' 14" W 453.47 feet from the beginning of the sixth line of the deed into the Gunthers (C.W.C. 107/315) then with said Gunther lands and running reversely with a part of the sixth line of the Gunther lands described in deed C.W.C. 107/315 N 25° 48' 14" E 453.47 feet to a well point pipe, said pipe is a common corner for lands of Gambriel, Gunther, Broadway and Johnson. Then with Johnson lands S 80° 49' 16" E 422.87 feet to a stone. Then with Dean lands S 80° 49' 16" E 104.24 feet to an iron pipe. Then still with Dean lands and an old fence S 17° 26' 00" W 342.11 feet to a stone and the lands of William J. Hawkins. Then with Hawkins lands and an old fence S 23° 53' 35" W 189.90 feet to an iron pipe. Then with other Gunther lands N 53° 11' 59" W 333.92 feet to an iron pipe. Then still with Gunther lands N 79° 42' 59" W 166.47 feet to an iron pipe. Then still with Gunther lands S 63° 18' 01" W 119.96 feet to the place of beginning. Containing 5.331 acres of land, more or less. As surveyed by Watson and Son in March, 1981, comprising all, or substantially all of Parcels 1 and 2 in deed C.W.C. 119/324.

BEING all of the same land described in a deed from J. Donald Braden to Beulah E. Lord, J. Sharon Gambriel and Donald R. Hallowell, Jr., dated May 5, 1977, recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. 119, folio 324, the said Beulah Adams Lord having departed this life on June 30, 1980, vesting fee simple title to said property in J. Sharon Gambriel, and being all of the land described in a deed from Rena N. Adams to Clarence C. Lord and Beulah Adams Lord for life, remainder to Judith Sharon Adams, the said Clarence C. Lord having departed this life on December 14, 1968, and Beulah Adams Lord departing as above stated.

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

TO HAVE AND TO HOLD the property above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the Grantees, their heirs and assigns, in fee simple.

AND the Grantors hereby covenant that they have done no act to encumber the land, that they will warrant specially the property hereby granted, and that they will execute further assurances of the land as may be requisite.

WITNESS the hands and seals of the Grantors.

Betsy A. Hamilton — Judith Sharon Gambriel (SEAL)
Judith Sharon Gambriel
(formerly Judith Sharon Adams)

Betsy A. Hamilton — J. Donald Braden (SEAL)
J. Donald Braden

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S:

DEC 22-81 * 29497 *****14.00
DEC 22-81 A 29497 *****14.00

On this the 21st day of December, 1981, before me, the undersigned officer, personally appeared Judith Sharon Gambriel, 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.

Betsy A. Hamilton
Notary Public

My commission expires: 7/1/82

BETSY A. HAMILTON NOTARY PUBLIC QUEEN ANNE'S CO., MD.

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S:

On this the 21st day of December, 1981, before me, the undersigned officer, personally appeared J. Donald Braden, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Betsy A. Hamilton
Notary Public

My commission expires: 7/1/82

BETSY A. HAMILTON NOTARY PUBLIC QUEEN ANNE'S CO., MD.

CLERK
1981 DEC 22 AM 11:00
QUEEN ANNE'S COUNTY

WALLACE A. GAMBRIEL and
J. SHARON GAMBRIEL, his wife
Route 309
Queen Anne's County
Queen Anne, Maryland 21657

Plaintiffs

vs.

ELWOOD HAWKINS
Route 309
Queen Anne's County
Queen Anne, Maryland 21657

and

THE UNKNOWN HEIRS, DEVISES
OR PERSONAL REPRESENTATIVES
OF WILLIAM J. C. HAWKINS AND
ALBERTA HAWKINS

and

ROBERT P. DEAN
Rt. 3, Box 56
Anchor Rest Farm
Queen Anne's County
Centreville, Maryland 21617

and

EDWIN R. JOHNSON and
PAULINE SCOTT JOHNSON, his wife
23501 Old Hundred Road
Montgomery County
Dickerson, Maryland 20842

and

PERRY R. BROADWAY
Route 1, Box 80
Queen Anne's County
Queen Anne, Maryland 21657

and

GEORGE L. GUNTHER and
DOROTHY V. GUNTHER, his wife
R.F.D. 3
Queen Anne's County
Centreville, Maryland 21617

and

ALL PERSONS HAVING OR CLAIMING
TO HAVE AN INTEREST IN TWO PAR-
CELS OF LAND ON THE NORTH SIDE
OF MARYLAND ROUTE 309, NEAR STARR,
SIXTH ELECTION DISTRICT OF QUEEN
ANNE'S COUNTY, MARYLAND, ONE CON-
TAINING 8.283 ACRES AND THE OTHER
CONTAINING 5.331 acres

Defendants

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

MARYLAND

Equity No. 7048

* * * * * * * * * * *

MOTION FOR SERVICE BY PUBLICATION

Wallace A. Gambriel and J. Sharon Gambriel, Plaintiffs, by J. Donald Braden, their attorney, pursuant to Maryland Rule 105 and 111, request that this Court permit service by posting a copy of an order of publication upon the subject land. The grounds of the Motion are as follows:

1. As indicated in paragraph No. 4(a) of the Bill of Complaint to Quiet Title, other than Elwood Hawkins, the heirs of William J. C. Hawkins and Albert Hawkins are unknown and service upon them is required in this proceeding.

2. In an effort to locate the names and whereabouts of said parties, the Plaintiffs personally traveled to the home of Elwood Hawkins, but Mr. Hawkins was either unable or unwilling to provide the Plaintiffs with any information concerning the names of his brothers and sisters or their whereabouts.

3. Additionally, in order to properly notify the community of the pendency of this action, the Plaintiffs have included any persons claiming to have an interest in the subject real estate, which requires notice by publication.

We hereby solemnly declare and affirm under the penalties of perjury that the contents of the aforegoing are true and correct to the best of our knowledge, information and belief.

Wallace A. Gambriel
Wallace A. Gambriel

J. Sharon Gambriel
J. Sharon Gambriel

J. Donald Braden
J. Donald Braden
Farmers National Bank Building
Centreville, Maryland 21617
758-2828
Attorney for the Plaintiffs

ORDER

ORDERED, this 22nd day of January, 1982, that reasonable efforts have been made to locate the Defendants referred to in this petition, and said efforts have been made in good-faith, and service of process upon said Defendants may be made upon said Defendants by posting a copy of the Order of Publication upon the subject land.

Judge John T. Clark, III

FILED
JAN 22 1982
CIRCUIT COURT
QUEEN ANNE'S CO.

WALLACE A. GAMBRIEL and J. SHARON GAMBRIEL, his wife Plaintiffs vs. ELWOOD HAWKINS and THE UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF WILLIAM J. C. HAWKINS AND ALBERTA HAWKINS and ROBERT P. DEAN and EDWIN R. JOHNSON and PAULINE SCOTT JOHNSON, his wife and PERRY R. BROADWAY and GEORGE L. GUNTHER and DOROTHY V. GUNTHER, his wife and ALL PERSONS HAVING OR CLAIMING TO HAVE AN INTEREST IN TWO PARCELS OF LAND ON THE NORTH SIDE OF MARYLAND ROUTE 309, NEAR STARR, SIXTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND, ONE CONTAINING 8.283 ACRES AND THE OTHER CONTAINING 5.331 ACRES Defendants	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND Equity No. 7048

* * * * * * * * * * *

ORDER OF PUBLICATION

ORDERED, by the Circuit Court for Queen Anne's County: That The Unknown Heirs, Devises or Personal Representatives of William J. C. Hawkins and Alberta Hawkins and All Persons having or Claiming to have an Interest in Two Parcels of Land on the North Side of Maryland Route 309, Near Starr, Sixth Election

District of Queen Anne's County, Maryland, One Containing 8.283 Acres and the Other Containing 5.331 Acres, a full description thereof being attached hereto, are hereby notified that Wallace A. Gambriel and J. Sharon Gambriel, his wife, have filed a Bill of Complaint to Quiet Title to said property, alleging ownership of said property under color of title and actual, peaceable, open, exclusive, hostile, visible, notorious and continuous possession thereof for more than 20 years, and have requested the Court to quiet title to the subject property and remove any cloud therefrom, to declare a right-of-way by prescription across the land of George L. Gunther and Dorothy V. Gunther, his wife, and further relief.

THE UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF WILLIAM J. C. HAWKINS AND ALBERTA HAWKINS AND ALL PERSONS HAVING OR CLAIMING TO HAVE AN INTEREST IN TWO PARCELS OF LAND ON THE NORTH SIDE OF MARYLAND ROUTE 309, NEAR STARR, SIXTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND, ONE CONTAINING 8.283 ACRES AND THE OTHER CONTAINING 5.331 ACRES, ARE HEREBY WARNED THAT FAILURE TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE THE 5th DAY OF April, 1982, MAY RESULT IN THE CASE PROCEEDING AGAINST THEM BY DEFAULT.

Filed: January 22, 1982

Marguerite H. Mankin
Clerk

"PARCEL A"

BEGINNING at a concrete monument on the North right-of-way line of Md. Route 309 at N 26° 28' 10" W 121.34 feet from the end of the sixth line of the deed into the Gunthers (C.W.C. 107/315) and then with Gunther lands, and the second line of Parcel 5 of deed C.W.C. 119/324, N 57° 54' 00" E 180.92 feet to a concrete monument. Then with a part of the sixth line of Gunther lands (C.W.C. 107/315) N 25° 48' 14" E 490.00 feet to an iron pipe. Then with other Gunther lands, and the first line of Parcel 4 of deed C.W.C. 119/325, S 57° 54' 33" E 502.98 feet to an iron pipe. Then with unclaimed lands, and the first line of Parcel 4 of deed C.W.C. 119/325, S 57° 54' 33" E 78.87 feet to an iron pipe set in the fence line with Hawkins lands. Then with Hawkins lands, an old fence, and the second line of Parcel 4 of deed C.W.C. 119/325, S 23° 59' 43" W 345.20 feet to an iron pipe. Then still with Hawkins lands, an old fence and the third line of Parcel 4 of deed C.W.C. 119/325, N 68° 27' 52" W 307.04 feet to an iron pipe. Then still with Hawkins lands an old fence, and the seventh line of Parcel 3 of deed C.W.C. 119/325, S 22° 17' 39" W 528.97 feet to an iron pipe on the North right-of-way line of Md. Route 309. Then with Md. Route 309, and generally with the first line of Parcel 3 of deed C.W.C. 119/325, one of the lines of the lot described in deed T.S.P. 20/15 and the first line of Parcel 5 of deed C.W.C. 119/324, the following two courses and distances: N 27° 00' 36" W 176.05 feet to an iron pipe. Then N 26° 28' 10" W 343.04 feet to the place of beginning passing over an iron pipe at 221.70 feet. Containing 8.283 acres of land, more or less.

"PARCEL B"

BEGINNING at an iron pipe at the southwest corner of this parcel where it borders with both parcels of Gunther lands at S 25° 48' 14" W 453.47 feet from the beginning of the sixth line of the deed into the Gunthers (C.W.C. 107/315) then with said Gunther lands and running reversely with a part of the sixth line of the Gunther lands described in deed C.W.C. 107/315 N 25° 48' 14" E 453.47 feet to a well point pipe, said pipe is a common corner for lands of Gambriel, Gunther, Boardway and Johnson. Then with Johnson lands S 80° 49' 16" E 422.87 feet to a stone. Then with Dean lands S 80° 49' 16" E 104.24 feet to an iron pipe. Then still with Dean lands and an old fence S 17° 26' 00" W 342.11 feet to a stone and the lands of William J. Hawkins. Then with Hawkins lands and an old fence S 23° 53' 35" W 189.90 feet to an iron pipe. Then with other Gunther lands N 53° 11' 59" W 333.92 feet to an iron pipe. Then still with Gunther lands N 79° 42' 59" W 166.47 feet to an iron pipe. Then still with Gunther lands S 63° 18' 01" W 119.96 feet to the place of beginning. Containing 5.331 acres of land, more or less. As surveyed by Watson and Son in March 1981, comprising all, or substantially all of Parcels 1 and 2 in deed C.W.C. 119/324.

LIBER 14 PAGE 586 758-0127 82-065

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: MARCH Return Day

File No. 7048

Docket M.W.M. #9

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: ELWOOD HAWKINS
Route 309
Queen Anne's County
Queen Anne, Maryland 21657

You are hereby summoned to the Circuit Court for Queen Anne's County to the MARCH Return Day of this Court, to answer an action at the suit of WALLACE A. GAMBRIEL and J. SHARON GAMBRIEL, his wife
Route 309
Queen Anne's County
Queen Anne, Maryland 21657

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

Issued 22nd day of January, 19 82.

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 March 16, 1982, 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: J. Donald Braden
Address: Farmers National Bank Building
Centreville, Maryland 21617
758-2828

Name:

Address:

Marguerite S. Monk
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 26th day of Jan, 1982, I executed service of process upon Elwood Hawkins by delivering and leaving with him a copy of the summons and pleadings.

CLERK
1982 JAN 26 PM 2:48
QUEEN ANNE'S COUNTY

Sheriff of Queen Anne County

758-1137 82-067

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: MARCH Return Day

File No. 7048

Docket M.W.M. #9

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: PERRY R. BROADWAY
Route 1, Box 80
Queen Anne's County
Queen Anne, Maryland 21657

You are hereby summoned to the Circuit Court for Queen Anne's County to the MARCH Return Day of this Court, to answer an action at the suit of WALLACE A. GAMBRIEL and J. SHARON GAMBRIEL, his wife
Route 309
Queen Anne's County
Queen Anne, Maryland 21657

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

Issued 22nd day of January, 1982.

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 defenso on or before March 16, 1982, 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: J. Donald Braden
Address: Farmers National Bank Building
Centreville, Maryland 21617
758-2828

Name:

Address:

Margaret H. Mankin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 25th day of Jan, 1982, I executed service of process upon Perry H. Broadway by delivering and leaving with him a copy of the summons and pleadings.

Dennis L. Wells
Sheriff of Queen Anne's County

CLERK
1982 JAN 26 PM 2:46

LIBER 14 PAGE 587

82-068

LIBER 14 PAGE 588

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: MARCH Return Day

File No. 7048

Docket M.W.M. #9

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: GEORGE L. GUNTHER
R.F.D. 3
QUEEN ANNE'S COUNTY
Centreville, Maryland 21617

You are hereby summoned to the Circuit Court for Queen Anne's County to the MARCH Return Day of this Court, to answer an action at the suit of WALLACE A. GAMBRIEL and J. SHARON GAMBRIEL, his wife
Route 309
Queen Anne's County
Queen Anne, Maryland 21657

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

Issued 22nd day of January, 19 82.

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 March 16, 1982, 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: J. Donald Braden
Address: Farmers National Bank Building
Centreville, Maryland 21617
758-2828

Name:

Address:

Margaret H. Franklin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 25th day of Jan, 19 82, I executed service of process upon George L. Gunther by delivering and leaving with him a copy of the summons and pleadings.

Dennis L. Walls
Deputy Sheriff of Queen Anne's County

CLERK
1982 JAN 28 PM 2:49
CIRCUIT COURT

758-1154

82-069

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: MARCH Return Day

File No. 7048

Docket M.W.M. #9

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

DOROTHY V. GUNTHER
R.F.D. 3
Queen Anne's County
Centreville, Maryland 21617

You are hereby summoned to the Circuit Court for Queen Anne's County to the MARCH Return Day of this Court, to answer an action at the suit of WALLACE A. GAMBRIEL and J. SHARON GAMBRIEL, his wife
Route 309
Queen Anne's County
Queen Anne, Maryland 21657

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

Issued 22nd day of January, 1982.

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 March 16, 1982, 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: J. Donald Braden
Address: Farmers National Bank Building
Centreville, Maryland 21617
758-2828

Name:

Address:

Margueritte H. Mankin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 25th day of Jan, 1982, I executed service of process upon Dorothy V. Gunther by delivering and leaving with him a copy of the summons and pleadings.

Dennis L. Wells
Sheriff of Queen Anne's County

CLERK'S OFFICE
1982 JAN 26 PM 2:48

LIBER 14 PAGE 589

758-1299 82-066

LIBER 14 PAGE 590

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: MARCH Return Day

File No. 7048

Docket M.W.M. #9

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: ROBERT P. DEAN
Rt. 3, Box 56
Anchor Rest Farm
Queen Anne's County
Centreville, Maryland 21617

You are hereby summoned to the Circuit Court for Queen Anne's County to the MARCH Return Day of this Court, to answer an action at the suit of WALLACE A. GAMBRIEL and J. SHARON GAMBRIEL, his wife
Route 309
Queen Anne's County
Queen Anne, Maryland 21657

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

Issued 22nd day of January, 19 82.

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 March 16, 1982, 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: J. Donald Braden
Address: Farmers National Bank Building
Centreville, Maryland 21617
758-2828

Name:

Address:

Marguerite H. Mankin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 26th day of Jan, 19 82, I executed service of process upon Robert P. Dean by delivering and leaving with him a copy of the summons and pleadings.

Dennis L. Wells
Sheriff of Queen Anne's County

CLERK'S OFFICE
1982 JAN 28 PM 3:41
QUEEN ANNE'S COUNTY

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: MARCH Return Day

File No. 7048

Docket M.W.M. #9

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

EDWIN R. JOHNSON
23501 Old Hundred Road
Montgomery County
Dickerson, Maryland 20842

You are hereby summoned to the Circuit Court for Queen Anne's County to the MARCH Return Day of this Court, to answer an action at the suit of WALLACE A. GAMBRIEL and J. SHARON GAMBRIEL, his wife
Route 309
Queen Anne's County
Queen Anne, Maryland 21657

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

Issued 22nd day of January, 19 82.

SHERIFF'S OFFICE
1982 JAN 26 10:50

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 March 16, 1982, 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: J. Donald Braden
Address: Farmers National Bank Building
Centreville, Maryland 21617
758-2828

Name:

Address:

Marguerite H. Perkins
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

LIBER 14 PAGE 592

Summoned Edwin R. Johnson

By [illegible]

Summons, Bill of Complaint, Minutes, plat Motion, Order

27 Jan 82

[illegible] County

Maryland

RECEIVED
CLERK OF CIRCUIT COURT
1982 FEB -1 AM 9:45
QUEEN ANNE'S COUNTY

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: MARCH Return Day

File No. 7048

Docket M.W.M. #9

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
PAULINE SCOTT JOHNSON
23501 Old Hundred Road
Montgomery County
Dickerson, Maryland 20842.

You are hereby summoned to the Circuit Court for Queen Anne's County to the MARCH Return Day of this Court, to answer an action at the suit of WALLACE A. GAMBRIEL and J. SHARON GAMBRIEL, his wife
Route 309
Queen Anne's County
Queen Anne, Maryland 21657

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

Issued 22nd day of January, 19 82.

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 March 16, 1982, 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: J. Donald Braden
Address: Farmers National Bank Building
Centreville, Maryland 21617
758-2828

Name:

Address:

Margaret H. Maskin
Clerk

SHERIFF'S DEPARTMENT
MONTGOMERY COUNTY, MD.
1982 JAN 26 AM 10:
7691

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 14 PAGE 594

Plaintiff Pauline Scott Johnson

Summons, Bill of Complaint, certificate, motion, plat, order
27 Jan 82

CLERK, CIRCUIT COURT
1982 FEB -1 AM 9:47
QUEEN ANNE'S COUNTY

WALLACE A. GAMBRIEL and J. SHARON GAMBRIEL, his wife Plaintiffs v. ELWOOD HAWKINS, et al Defendants	* * * * * * * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY EQUITY NO. 7048

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

ANSWER TO BILL OF COMPLAINT
TO QUIET TITLE

George L. Gunther and Dorothy V. Gunther, his wife, by David C. Bryan, their attorney, in response to the Bill of Complaint heretofore filed says:

1. They are without knowledge as to the allegations in Paragraphs 1 and 2 of the Bill of Complaint.

2. They are without knowledge as to the allegations of Paragraph 3 of the Bill of Complaint except that they deny all allegations that the Plaintiffs have used the right of way across the Gunther properties for ingress and egress to Parcel B for a period of more than 20 years and that such use has been open and hostile, and that said Parcel B has been used for agricultural purposes.

3. They are without knowledge as to Paragraph 4 (a), (b), (c) and (d) of the Bill of Complaint.

4. They admit the allegations of Paragraph 4 (e) of the Bill of Complaint.

5. They are without knowledge as to the allegations in Paragraph 5 of the Bill of Complaint.

AFFIRMATIVE DEFENSES

Further answering the Bill of Complaint, the Defendants state that the right of way across the lands labeled "George L. Gunther, C.W.C. No. 107, folio 315" on Exhibit B to the Bill of Complaint, was constructed by them within the past few years;

that the right of way of the Plaintiffs to Parcel "B" as shown on Exhibit B to the Bill of Complaint, has historically been from Md Rte 309 along the northern side of Plaintiff's Parcel "A" as shown on said Exhibit B, then across the northern side of lands on said Exhibit B labeled "George L. Gunther, C.W.C. No. 69, folio 23" to said Parcel "B"; and that said Parcel "B" is now grown over with trees and has not been used for agricultural purposes since at least 1975.

WHEREFORE, Defendants pray that the prayer to declare a right of way across the lands of George L. Gunther and Dorothy V. Gunther, his wife, be denied, with costs to be paid by the Plaintiffs.

AND that the Defendants have such other and further relief as the nature of the case may warrant.

David C. Bryan
111 Lawyers Row
Centreville, Maryland 21617
758-1643
Attorney for Defendants,
George L. Gunther and Dorothy V. Gunther, his wife

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 16TL day of March, 1982, copies of the aforegoing Answer To Bill of Complaint to Quiet Title were mailed to Elwood Hawkins, Route 309, Queen Anne, Maryland, 21657; Robert P. Dean, Route 3, Box 56, Anchor Rest Farm, Centreville, Maryland 21617; Edwin R. Johnson and Pauline Scott, Johnson, his wife, 23501 Old Hundred Road, Dickerson, Maryland 20842; Perry R. Broadway, Route 1, Box 80, Queen Anne, Maryland 21657 and J. Donald Braden, Esq., Farmers National Bank Building, Centreville, Maryland 21617, Attorney for Plaintiffs.

David C. Bryan

WALLACE A. GAMBRIEL and J. SHARON GAMBRIEL, his wife Plaintiffs vs. ELWOOD HAWKINS and THE UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF WILLIAM J. C. HAWKINS AND ALBERTA HAWKINS and ROBERT P. DEAN and EDWIN R. JOHNSON and PAULINE SCOTT JOHNSON, his wife and PERRY R. BROADWAY and GEORGE L. GUNTHER and DOROTHY V. GUNTHER, his wife and ALL PERSONS HAVING OR CLAIMING TO HAVE AN INTEREST IN TWO PARCELS OF LAND ON THE NORTH SIDE OF MARYLAND ROUTE 309, NEAR STARR, SIXTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND, ONE CONTAINING 8.283 ACRES AND THE OTHER CONTAINING 5.331 ACRES Defendants	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND Equity No. 7048

* * * * * * * * * * *

CERTIFICATE OF POSTING

I hereby certify that on the 3 day of Feb., 1982, I posted, conspicuously, upon the premises described in the Bill of Complaint to Quiet Title filed herein, a copy of the Order of Publication and attached the following: copy of description of property, copy of Bill of Complaint to Quiet

Title and attachments thereto, and the Motion for Service by Publication and Order thereon.

I hereby solmenly declare and affirm under the penalties of perjury that the contents of the aforegoing are true and correct to the best of my knowledge, information and belief.

Melville L. Sewell
Sheriff

WALLACE A. GAMBRIEL and J. SHARON GAMBRIEL, his wife Plaintiffs	*	IN THE CIRCUIT COURT
v.	*	FOR QUEEN ANNE'S COUNTY
ELWOOD HAWKINS, et al Defendants	*	EQUITY NO. 7048

* * * * * * * * * * *

MOTION FOR DECREE
PRO CONFESSO

Wallace A. Gambriel and J. Sharon Gambriel, Plaintiffs, by J. Donald Braden, their attorney, move, pursuant to Maryland Rule 310, for a Decree Pro Confesso against the Defendants, Elwood Hawkins, The Unknown Heirs, devises or personal representatives of William J. C. Hawkins and Alberta Hawkins, Robert P. Dean, Edwin R. Johnson and Pauline Scott Johnson, Perry R. Broadway and All Persons having or claiming to have an interest in two parcels of land on the North side of Maryland Route 309, near Starr, Sixth Election District of Queen Anne's County, Maryland, One Containg 8.282 Acres and the other containing 5.331 acres. The grounds of the motion are as follows:

1. The Defendant, Elwood Hawkins, was served with process in the matter on January 25, 1982, and an answer was required to be filed by him on or before March 16, 1982.

2. The Defendant, Robert P. Dean, was served with process in this matter on January 26, 1982, and an answer was required to be filed by him on or before March 16, 1982.

3. The Defendant, Edwin R. Johnson, was served with process in this matter on January 27, 1982, and an answer was required to be filed by him on or before March 16, 1982.

4. The Defendant, Pauline Scott Johnson, was served with process in the matter on January 27, 1982, and an answer was required to be filed by her on or before March 16, 1982.

5. The Defendant, Perry R. Broadway, was served with Process in this matter on January 25, 1982, and an answer was required to be filed by him on or before March 16, 1982.

6. By Order dated January 22, 1982, the Court permitted service of process upon Defendants, The Unknown Heirs, devises or Personal Representatives of William J. C. Hawkins and Alberta Hawkins and All Persons having or claiming to have an interest in two parcels of land on the North side of Maryland Route 309, near Starr, Sixth Election District of Queen Anne's County, Maryland, One containing 8.283 acres and the other containing 5.331 acres, and on February 3, 1982 the Sheriff filed a Certificate of Posting indicating he posted a copy of the Order of Publication and all supporting documents upon the subject premises.

7. Said Order of Publication required that an answer be filed by the Defendants which were the subject of the Order of Publication, on or before April 5, 1982.

8. Although the time has expired for the Defendants described in Paragraphs 1 through 6, hereof, none of these Defendants has filed an answer or other pleading.

J. Donald Braden
J. DONALD BRADEN
Attorney for the Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of April, 1982, I mailed a copy of the foregoing Motion For Decree Pro Confesso to David C. Bryan, Esquire, 111 Lawyers Row, Centreville, Maryland 21617.

J. Donald Braden
J. DONALD BRADEN

WALLACE A GAMBRIEL and J. SHARON GAMBRIEL, his wife Plaintiffs	* *	IN THE CIRCUIT COURT
v.	*	FOR
ELWOOD HAWKINS, et al Defendants	*	QUEEN ANNE'S COUNTY EQUITY NO. 7048

* * * * * * * * * * *

DECREE PRO CONFESSO

The Defendants, Elwood Hawkins, The Unknown Heirs, Devises or Personal Representatives of William J. C. Hawkins and Alberta Hawkins, Robert P. Dean, Edwin R. Johnson, Pauline Scott Johnson, Perry R. Broadway and All Persons having or claiming to have an interest in Two Parcels of Land on the North Side of Maryland Route 309, near Starr, Sixth Election District of Queen Anne's County, Maryland, One containing 8.283 acres and the other containing 5.331 acres, having been duly served according to law to appear and answer the Bill of Complaint and having failed to appear or answer,

IT IS THEREUPON, this 7th day of April, 1982, by the Circuit Court for Queen Anne's County, Maryland, sitting in Equity,

ADJUDGED, ORDERED and DECREED, that the Bill of Complaint be and is hereby taken Pro Confesso against the Defendants, Elwood Hawkins, The Unknown Heirs, Devises or Personal Representatives of William J. C. Hawkins and Alberta Hawkins, Robert P. Dean, Edwin R. Johnson, Pauline Scott Johnson, Perry R. Broadway and All Persons having or claiming to have an interest in Two Parcels or land on the North side of Maryland Route 309, near Starr, Sixth Election District of Queen Anne's County, Maryland, One Containing 8.283 acres and the other containg 5.331 acres, and Plaintiffs are hereby granted leave to take testimony before this Court.

K. Thomas Finnegan
Judge

WALLACE A. GAMBRIEL J. SHARON GAMBRIEL, wife VS. ELWOOD HAWKINS and THE UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF WILLIAM J. C. HAWKINS AND ALBERTA HAWKINS and ROBERT P. DEAN and EDWIN R. JOHNSON and PAULINE SCOTT JOHNSON, WIFE, and PERRY R. BROADWAY and GEORGE L. GUNTHER and DOROTHY V. GUNTHER, wife, and ALL PERSONS HAVING OR CLAIMING TO HAVE AN INTEREST IN TWO PARCELS OF LAND ON THE NORTH SIDE OF MARYLAND ROUTE 309, NEAR STARR, SIXTH ELECTION DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND, ONE CONTAINING 8.283 acres and THE OTHER CONTAINING 5.331 ACRES	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 7048

* *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The subscriber, one of the regular examiners of this Honorable Court, having been notified by the Plaintiff's solicitor of his desire to take testimony in this cause, did meet at the office of the said Vachel A. Downes, Jr., at 115 Lawyers Row, Centreville, Maryland, on the 6th day of May, 1982, at 3:00 o'clock, p.m., for the purpose of taking testimony therein; there being no person on whom notice of the taking of such testimony could be served, this Court having passed a Decree Pro Confesso against the Defendants, dated the 7th day of April, 1982; the Defendants having heretofore waived notice of the taking of the same and having evidenced their intention not to be present at the taking of the same; and said Examiner does further certify that the examination was conducted in the presence of the Examiner who did not find it necessary to examiner or cross-examine any witness, nor did your Examiner find any irregularities or unusual circumstances in the taking of the testimony or the conduct of the proceedings;

And I did then and there proceed, after administering the oath to the witnesses and the stenographer to take the following testimony, to wit:

Vachel A. Downes, Jr.
Examiner

The first witness being duly sworn does depose and say:

Q. State your name and address.

A. Judith Sharon Gambriel, Box 78B, Route 1, Queen Anne, Maryland.

Q. What is your relationship to Wallace A. Gambriel?

A. He is my husband.

Q. Do you own a certain tract of land in the Sixth Election District, Queen Anne's County, Maryland, consisting of 8.2 acres and 5.331 acres?

A. Yes.

Q. I show you a deed which is attached to the Bill of Complaint between Judith Sharon Gambriel, formerly Judith Sharon Adams to Wallace A. Gambriel and Judith Sharon Gambriel. Can you identify this deed?

A. Yes.

Q. Is this the same deed which was executed by you and containing two parcels to you and your husband?

A. Yes.

Mr. Examiner: I would like to enter as Exhibit No. 1 said deed, being marked Exhibit A.

Q. I show you a plat which is also attached to The Bill of Complaint, marked Exhibit B. Can you identify this plat?

A. Yes. It shows where I live.

Q. Please show me the two parcels which are described in the deed from you to your husband and yourself?

A. Mrs. Gambriel points to Parcel A and Parcel B on the plat which represent the two parcels in question.

Q. Do you own this entire land?

A. Yes.

Mr. Examiner: I would like to enter as Exhibit No. B the plat of said lands.

Q. What year did you acquire interest in this property?

A. It was between 1950 and 1953.

Q. Did your family reside on these two properties?

A. Yes. In 1953

Q. Who lived there at that time?

A. My mother and father and myself.

Q. Where on the property did all of you live?

A. On Parcel A.

Q. Did your family farm Parcel A.?

A. Yes.

Q. What about Parcel B?

A. They also farmed it.

Q. Are you familiar with the outline of these two properties?

A. Yes.

Q. How are you familiar with the outline of the property?

A. I used to walk the lines with my father as a child.

Q. Did you understand this to be your property line?

A. Yes.

Q. This went back to 1953?

A. Yes.

Q. You lived there with your parents until when?

A. 1959 I moved and then in 1964 I can back.

Q. Were your parents living and farming the land during that time?

A. Yes.

Q. You are still living there today?

A. Yes.

Q. It has been some 30 years you or your family has lived there and farmed the land actively?

A. Yes.

Q. Does your husband live with you on that property?

A. Yes he does.

Q. Has any body ever disputed the property where you live?

A. No.

Q. No one has ever occupied the property other than your family?

A. No.

Q. You have always claimed the property as yours for that time?

A. Yes.

Q. Is your residence still on Parcel A?

A. Yes.

Q. How do you get between Parcel A and B as shown on Exhibit B?

A. To get between A and B we use an area marked on the plat, which is a right of way.

Q. You have executed a right of way agreement with the Gunthers who will permit you to go over their land to get to the land?

A. Yes.

Q. This land is set forth in a deed to Gunthers referenced C.W.C. No. 69 folio 23?

A. Yes.

Q. You have also agreed to an agreement with the Gunthers for an easement over lands referenced C.W.C. No. 107 folio 315?

A. Yes.

Mr. Examiner: I herewith enter into evidence Exhibit 3 a copy of the original of the easement agreement. The original of document is being recorded among the Land Records of Queen Anne's County.

Q. The property which joins Parcel A and Parcel B is listed as being owned by William J. Hawkins. Do you know this family?

A. Yes.

Q. Does William J. Hawksin presently live on the property?

A. Yes.

Q. Have you discussed the property lines with Mr. Hawkins?

A. Yes.

Q. Does he agree with the lines as set forth?

A. Yes.

Q. Robert P. Dean owns the property lying behind Parcel B. Do you know that he owns this land?

A. Yes.

Q. And to the best of your knowledge, does Edwin R. Johnson also own land adjoining Parcel B?

A. Yes.

Q. Some of the Broadway heirs own land known as Land of Perry Broadway?

A. Yes.

Q. Do you know one of them?

A. Yes.

Q. Which one is that?

A. Richard Broadway.

Q. Does Richard Broadway dispute any of these plats or the lines so set forth on them?

A. No.

Q. You have spoken to George Gunther about property lines.

A. Yes.

Q. Does he have any dispute about the lines?

A. No.

Q. Any other actions pending about the validity of this title?

A. No.

Q. You would like the Court to quiet title and remove any cloud from the title?

A. Yes.

Q. You would like to be granted the right of way between Parcel A and Parcel B?

A. Yes.

Q. You want the court to prevent any body from claiming any ownership of this land?

A. Yes.

Q. You would like to have the court declare this property yours without any dispute?

A. Yes.

The second witness being duly sworn does depose and say:

Q. Please state your name.

A. Wallace A. Gambriel.

Q. You are the husband of Judith Sharon Gambriel?

A. Yes.

Q. Do you live on Parcel A with her?

A. Yes.

Q. Do you know whether or not her family has lived and farmed this land since 1953?

A. Yes.

Q. They have actually farmed this land during that time since 1953?

A. Yes.

Q. Lately it has not been actually farmed, but you have knowledge that it has in the past been tilled?

A. Yes.

Q. You are aware that the Bill of Complaint with the plat have been sent to all adjacent property owners?

A. Yes.

Q. Has anyone disputed where your lines of possession run?

A. No.

Q. You have talked with Richard Broadway and George Gunther?

A. Yes.

Q. You have not had any contact with Edwin Johnson or Robert P. Dean?

A. No.

Q. Do you know of any claim being assessed against this property?

A. No.

The third witness being duly sworn does depose and say:

Q. Please state your name and address.

A. C. Frank Boyle, R.F.D. No. 1 Box 91, Queen Anne, Maryland.

Q. Are you familiar with the property marked on theplat as Parcel A and Parcel B?

A. Yes.

Q. How long have you lived in this area?

A. Since 1914.

Q. To the best of your knowledge have you known Mrs. Gambriel's family to live on Parcel A since 1953?

A. Yes.

Q. Are you aware that the family actually used Parcel B and Parcel A to farm and live on?

A. Yes.

Q. And are you aware that the land is still being lived on and farmed today?

A. Yes.

Q. Are you aware of any adverse claims by adjacent owners as to Parcels A and B?

A. None that I know of.

The fourth witness being duly sworn does depose and say:

Q. Please state your name and address.

A. Paul L. Gunther, Route 3, Centreville, Maryland.

Q. I show you Exhibit B, being the plat of Parcel A and B, and ask if you are familiar with the parcels as shown?

A. Yes.

Q. With regard to Parcel A and Parcel B on said plat. The property lying between these two parcels is owned by George L. Gunther and wife. Are you related to them?

A. Yes, I am their son.

Q. Are you actually involved with this property?

A. Yes.

Q. In what manner?

A. I have helped my parents with it.

Q. You have had a chance to review theproperty lines of Parcel A and B? And your parents have also reviewed them?

A. Yes.

Q. Do you or your parents have any dispute about these lines?

A. No.

Q. There is a right of way from highway to lands of George L. Gunther, C.W.C. No. 69 folio 23. This right of way also extends over Parcel A and Parcel B. What use has Gambriel made of this right of way?

A. Only as a right ofway over my parents land to Parcel B.

Q. Your parents have executed an agreement for Gambriel to go between the lands using this right of way?

A. Yes.

Q. To your knowledge has any party disputed the claim of Gambriel to the ownership of Parcel A and Parcel B?

A. None that I know of.

Mr. Examiner: I would at this time like to recall Mrs. Judith Sharon Gambriel.

Q. Mrs. Gambriel, when you used to walk the property lines with your father, how were the lines designated?

A. By a fence.

Q. Does the fence conform to the lines as set forth on the plat I exhibit to you?

A. Yes.

There being no further witnesses to be examined, the examiner herewith makes his return to the depositions of the respective witnesses, and reports the costs chargeable as follows:

Vachel A. Downes, Jr., Examiner	paid
Judith C. Conley, Stenographer	paid

And the undersigned Examiner does further certify that said testimony was commenced at 3:00 o'clock, p.m., and concluded at 3:45 o'clock, p.m., on the same date, or for a period of 45 minutes.

Vachel A. Downes Jr.
Examiner

LIBER 14 PAGE 612

Exhibit #3

This EASEMENT AGREEMENT, is made this 6th day of April, 1982, by and between WALLACE A. GAMBRIEL and J. SHARON GAMBRIEL, his wife, hereinafter "Gambriels" and GEORGE L. GUNTHER and DOROTHY V. GUNTHER, his wife, hereinafter "Gunthers", witnesseth:

EXPLANATORY STATEMENT

1. Gambriels are the owners of Parcels "A" and "B" on a plat filed as Exhibit B in Equity No. 7048, Circuit Court for Queen Anne's County, Maryland. Said proceeding being intended to quiet the title to Parcels "A" and "B".

2. Gunthers are the owners of two parcels of land on Exhibit B, designated by the name of "Land of George L. Gunther" with deed references C.W.C. 107/315 and C.W.C. 69/23.

3. As a part of the relief requested in their Bill of Complaint, Gambriels requested that the Court decree a right of way by prescription between Parcels "A" and "B" over and across the land of Gunthers.

4. Gunthers have filed an answer to the Bill of Complaint admitting that right of way to Parcel B from Parcel A has been only across the northern lands of Gunther labeled "Lands of George L. Gunther C.W.C. 69, folio 23", and that Gambriels possess no rights whatsoever with regard to the parcel entitled "Lands of George L. Gunther, C.W.C. 107, folio 315".

5. Gambriels do not claim any rights whatsoever with regard to the land designated on Exhibit B as "Lands of George L. Gunther, C.W.C. 107, folio 315". Gambriels only claim a right of way between Parcels "A" and "B" across the parcel designated on Exhibit B as "Lands of George L. Gunther, C.W.C. 61, folio 23".

6. In order to resolve this matter, Gunthers have agreed to grant Gambriels a right of way, over their land, only between parcels "A" and "B", and Gambriels have agreed to release and relinquish any rights to travel over the land of Gunthers, other than above referenced, in obtaining access to Parcel "B".

NOW, THEREFORE, WITNESSETH, for good and valuable considerations, the receipt of which is hereby acknowledged, Gunthers hereby grant and convey unto Gambriels, as tenants by the entireties, their assigns, the survivor of them, and the survivor's heirs and assigns, a right of way 18 feet in width, for ingress and egress on foot and by vehicle, along the northerly side of the parcel of land described as "Lands of George L. Gunther, C.W.C. 69, folio 23", on the above referenced Exhibit B.

AND, as a part of this agreement, Gambriels hereby forever, on behalf of their heirs and assigns, release and relinquish any right, title or interest to use or travel over any of the lands on the above referenced Exhibit B entitled "Lands of George L. Gunther, C.W.C. 107, folio 315".

WITNESS the hands and seals of the parties hereto this 6th day of ~~April~~ May, 1982.

Wallace A. Gambriel (SEAL)

J. Sharon Gambriel (SEAL)

George L. Gunther (SEAL)

Dorothy V. Gunther (SEAL)

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S:

On this the 6th day of ~~April~~ May, 1982, before me, the undersigned officer, personally appeared Wallace A. Gambriel and J. Sharon Gambriel, 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

Donald Braden NOTARY PUBLIC Queen Anne County MD.

My commission expires: 7/1/82

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S:

On this the 6th day of ~~April~~ May, 1982, before me, the undersigned officer, personally appeared George L. Gunther and Dorothy V. Gunther, 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

Donald Braden NOTARY PUBLIC Queen Anne County MD.

My commission expires: 7/1/82

LIBER 14 PAGE 614

WALLACE A. GAMBRIEL and J. SHARON GAMBRIEL, his wife Plaintiffs vs. ELWOOD HAWKINS, et al. Defendants	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY Equity No. 7048

* * * * * * * * * * *

WAIVER OF TESTIMONY RIGHTS

George L. Gunther and Dorothy V. Gunther, by David C. Bryan, their attorney, hereby waive the right to formal notification of the taking of testimony in this matter and further waive the right to have the testimony lie in court for a period of 10 days.

David C. Bryan

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of April, 1982, I hand delivered a copy of the aforegoing Waiver to the office of J. Donald Braden, Esquire, Farmers National Bank Building, Centreville, Maryland 21617, attorney for the Plaintiffs.

David C. Bryan
Attorney for George L. and Dorothy V. Gunther

WALLACE A. GAMBRIEL and
J. SHARON GAMBRIEL, his wife

vs.

ELWOOD HAWKINS and THE UNKNOWN HEIRS, DEVISES OR PERSONAL REPRESENTATIVES OF WILLIAM J. C. HAWKINS AND ALBERTA HAWKINS and ROBERT P. DEAN and EDWIN R. JOHNSON and PAULINE SCOTT JOHNSON, WIFE, and PERRY R. BROADWAY and GEORGE L. GUNTHER and DOROTHY V. GUNTHER, wife, and ALL PERSONS HAVING OR CLAIMING TO HAVE AN INTEREST IN TWO PARCELS OF LAND ON THE NORTH SIDE OF MARYLAND ROUTE 309, NEAR STARR, SIXTH ELECTION DISTRICT, QUEEN ANNE'S COUNTY, MARYLAND, ONE CONTAINING 8.283 ACRES and THE OTHER CONTAINING 5.331 ACRES

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY,

MARYLAND

Equity No. 7048

* *

DECREE

This matter having come on for hearing before one of the Standing Examiners of this Court and the transcript and the exhibits thereto having been read and considered, the Court having found that the Plaintiffs are the owners of Parcels "A" and "B" on Exhibit B under color of title and by virtue of adverse possession for a period of more than 20 years, and the easement agreement between Wallace A. Gambriel, J. Sharon Gambriel, George L. Gunther and Dorothy V. Gunther having been executed,

ORDERED, ADJUDGED and DECREED as follows:

A. Wallace A. Gambriel and J. Sharon Gambriel are the absolute owners, with the right of disposition of Parcels "A" and "B" of Exhibit B, with the right to quietly enjoy the same, without any cloud thereon.

B. The Defendants, or anyone claiming by, through or under them are enjoined from asserting any action at law or otherwise against Parcels "A" and "B" of Exhibit B.

C. Wallace A. Gambriel and J. Sharon Gambriel shall pay the costs of this proceeding.

Dated: May 26, 1982

Clayton C. Carter
Judge

Approved as to form:

J. Donald Braden

J. Donald Braden, attorney for Wallace A. Gambriel and J. Sharon Gambriel

David C. Bryan

David C. Bryan, attorney for George L. Gunther and Dorothy V. Gunther

HOUSEHOLD FINANCE CORPORATION	*	IN THE
251 South Lake Avenue	*	
Pasadena, California 91101	*	CIRCUIT COURT
Plaintiff	*	
vs.	*	FOR
JOSEPH S. DEL MONACO	*	
2524 Calle Narciso	*	QUEEN ANNE'S COUNTY
Thousand Oaks, California 91360	*	EQUITY No. 6955
Defendant	*	

17-81 * 25502 ***
AUG 17-81 A 325502 ***

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

BILL OF COMPLAINT IN MORTGAGE FORECLOSURE

Household Finance Corporation, by its attorneys, Putzel & Putzel, P.A. and William L. Putzel, Esquire respectfully represents:

1. That on the 6th day of November, 1978, the Defendant, Joseph S. Del Monico, executed and delivered to the Plaintiff, Household Finance Corporation, a mortgage upon certain real property situated and lying in Queen Anne's County described as Lot #2, Block R, Stevensville, Maryland. Said mortgage is attached hereto as Plaintiff's Exhibit No. 1.

2. That said mortgage was executed and delivered to secure the payment of a promissory note in the amount of Forty Nine Hundred Sixty One Dollars and Ninety One Cents ($4,961.91).

3. That said mortgage was recorded in Liber CWC 142, Folio 534, among the Land Records of Queen Anne's County.

4. That said mortgage required payments by the Defendant in sixty (60) monthly installents, with each installment in the amount of One Hundred Twenty Six Dollars ($126.00), said payments commencing on December 11, 1978 and ending on November 11, 1983.

5. That there is now due and owing a balance of Forty One Hundred Twenty Two Dollars and Seventeen Cents ($4,122.17), with interest at the rate of eighteen percent (18%) from April 25, 1980 to the present time; and that said payments are now in default.

CLERK
1981 AUG 17 AM 9:33
QUEEN ANNE'S COUNTY

PUTZEL & PUTZEL, P. A.
ATTORNEYS AT LAW
BALTIMORE, MD. 21208
(301) 653-0001

6. That said mortgage provides that upon such default by the Defendant in the payment of the principal or interest or any part of said principal or interest, when the same should become due and payable, that all monies then unpaid shall at once become due and demandable at the Plaintiff's option.

7. That the Plaintiff has notified the Defendant of the acceleration and has demanded payments and the Defendant has consented to the foreclosure proceedings prayed herein. A copy of a letter addressed to the Defendant at his Baltimore address and received by the Defendant at his California address is attached herewith and contains the consent of the Defendant affixed to the letter on June 15, 1981.

WHEREFORE, the Plaintiff prays this Honorable Court:

(a) Find that the Defendant is in default and fix the amount of the debt, interest and cost now due.

(b) Decree that all or such part of the property shall be sold as may be necessary to satisfy the amount found to be due.

AND AS IN DUTY BOUND, etc.

William L. Putzel
PUTZEL & PUTZEL, P.A.
Attorneys for Plaintiff
600 Reisterstown Road
Pikesville, Maryland 21208

653-0001

WLP:dn
8/13/81

PUTZEL & PUTZEL, P. A.
ATTORNEYS AT LAW
BALTIMORE, MD. 21208
(301) 653-0001

DOCUMENT NO. 95,827

THIS MORTGAGE, Made this sixth day of November in the year one thousand, nine hundred and seventy-eight, by and between Joseph S DelMonico

Mortgagors, of Queen Anne County, in the State of Maryland, of the first part, and HOUSEHOLD FINANCE CORPORATION, a body corporate, duly incorporated under the laws of Delaware, Mortgagee, of the second part;

WHEREAS the mortgagors stand and are justly and bona fide indebted unto the mortgagee in the full sum of 4961.91 for money this day lent by it to them at a rate of 18.00 simple interest per annum, which they jointly and severally covenant and agree to pay in ~~066~~ 60 monthly installments of each, at consecutive monthly intervals accounting from the date hereof, to secure the prompt payment whereof this mortgage is executed:

Now This Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Joseph S DelMonico do grant, convey, and assign unto said Mortgagee, Household Finance Corporation, its successors and assigns, all that lot or parcel of ground situated and lying in , City ~~Ann~~ Queene Anne , County aforesaid and described as follows, to wit: – Beginning for the same known as Lot #2 Block R Stevensville Md and lying in the land records of Queen Annes Coutny and being the same property as contained in the deed dated 10.24.78 Liber CWC 142 Folio. 534

RECEIVED
CLERK, CIRCUIT COURT
1978 NOV 17 AM 9:50
QUEEN ANNE'S COUNTY

NOV 17-78 * 22334 *****22.85
NOV 17-78 A 22334 *****14.85
NOV 17-78 A 22333 ******8.00

Said property being subject to the operation of a prior mortgage to dated and recorded among said Land Records in Liber ; folio etc., which the mortgagors herein jointly and severally covenant and agree to pay promptly when payable.

In the event of any default, all moneys then unpaid shall at once become due and demandable as provided in said note.

To have and to hold the aforesaid parcel or lot of ground and premises unto the said mortgagee in fee simple or for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever.

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining; and also all gas and oil burners, boilers and heaters, water heaters, kitchen and bath units, screens, blinds and awnings therein and thereon as part of said realty.

Provided, that if the said mortgagors, their executors, administrators, or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum and all the installments of interest thereon when and as each of them shall respectively be due and payable and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

Any provisions herein which are contrary to any Maryland law or applicable regulations shall not apply in this transaction.

And the said Mortgagor covenants with the said Mortgagee as follows: (1) to pay promptly when due the prior mortgage hereinbefore referred to and all installments of principal, interest and expenses due thereon; (2) to repay the indebtedness herein set forth, 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 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; (4) 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; (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 the title to the herein mortgaged property shall not 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 Mortgagee's written consent, nor shall the same be encumbered by the Mortgagor without the Mortgagee's written consent; (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 provided in said note; (9) that this loan may be prepaid, in whole or in part.

LIBER 14 PAGE 620 LIBER 143 PAGE 388

And it is agreed, that, until default is made in the premises, the said parties of the first part, their heirs, executors, administrators or assigns, shall possess the aforesaid property upon paying in the meantime, any ground rent, and all taxes, assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgage debt and interest, hereby secured; which taxes, ground rent, mortgages debt and interest, public dues, charges and assessments, the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this mortgage to keep insured, the improvements on the hereby mortgaged property to the amount of at least the full value thereof, and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire, to insure to the benefit of said party of the second part to the extent of its lien or claim hereunder.

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 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 Maryland Law.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Steven J. Strawbridge

Joseph S Del Monaco (SEAL)

Joseph S Del Monico (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF Balto TO WIT:

On this sixth day of November, 1978, before me, a Notary Public of said State, personally appeared Joseph S Delmonico known to me (or satisfactorily proven), to be the person(s) whose name(s) is/are subscribed to the within Mortgage and who acknowledged that he executed the same for the purposes therein contained.

On the same day also personally appeared ~~XXXXXXXXXX~~ Steven J. Strawbridge 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 their respective agent, prior to the final and complete execution of this mortgage and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

As WITNESS my hand and Notarial Seal.

G E Parks
Notary Public

My commission expires

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

95,827.

86533

MORTGAGE

FROM

Joseph S DelMonico

~~XXXXXXXXXXXXXXXXXXXX~~

Lot#2 Block R Stevensville Md

TO

HOUSEHOLD FINANCE CORPORATION

1334 Eastern Blvd Balto 21221

BLOCK NO.

Received for Record Nov 17, 1978

at 9:50 o'clock A.M. Same day recorded

in Liber C.W.C. No. 143 Folio 387 &c.,

Land Records of Queen

Anne's County and examined per

Charles W. Cecil, Clerk

Cost of Record, $

2.00 to release

CLERK	8.00
STAMP	14.85
TOTAL	22.85

PR

JUN 18 1981

PUTZEL AND PUTZEL, P.A.
ATTORNEYS AT LAW
PIKESVILLE PLAZA BUILDING
600 REISTERSTOWN ROAD
BALTIMORE, MARYLAND 21208

WILLIAM L. PUTZEL
CONSTANCE K. PUTZEL
MICHAEL H. BERESTON

TELEPHONE
653-0001

April 23, 1981

Mr. Joseph S. Delmonaco
14 Sorgen Court
Baltimore, MD 21220

RE: Household Finance Corporation
vs. Joseph S. Delmonaco

Dear Mr. Delmonaco:

This office has been retained by the Household Finance Corporation to represent them in foreclosure of your property known as ~~14 Sorgen Court, Baltimore, Maryland, 21220~~. The mortgage is now in default. Household Finance Corporation is accelerating the contract and demanding payment in full. The amount now due and owing is $4,122.17 with interest due from the date of last payment, April 25, 1980, at the rate of $2.06. The mortgagee, Household Finance Corporation, demands that the full balance with interest be paid within seven (7) days of date of this letter. If the balance in full is not paid, we will have no other alternative, but to institute foreclosure proceedings.

Please give this matter your immediate attention.

LOT 2 BLOCK R
ROMANCOKE ON THE BAY
STEVENSVILLE, MD

Very truly yours,

PUTZEL & PUTZEL, P. A.

William L. Putzel

WLP:tb
cc: Household Finance Corporation,
Thousand Oaks, California

I CONSENT
Joseph S. DelMonaco
June 15, 1981

LIBER 14 PAGE 621

LIBER 14 PAGE 622

40

ACCOUNT NUMBER: 70340-4

NAME: DEL MØNACØ, JØSEPH S

ADDRESS: 2574 CALLE NARCISØ
THØUSAND ØAKS CA 91360 SS 558-06-XXX6656

SOL. N | PAYMENT DATE 11/11

DATE MADE	DATE 1st PAYMENT	ORIGINAL MAT. DATE	DEF. MAT. DATE	NON-STD. PAYMENT	STD. PAYMENT
11/10/78	12/11/78	11/11/83	11/11/83	128.48	126.00

TOTAL OF PAYMENTS	SCHED. INT.	LOAN FEES	AMOUNT FINANCED	LIFE INS. CHG.	A & H INS. CHG.	PROP. INS. CHG.
7562.48	2600.57		4961.91	173.85$	355.32	NØNE

MOS. CONTR.	RATE	UNIT CHG.	PROC. AFTER INS.	OFFICIAL FEES	ANNUAL PERCENTAGE RATE
60	12.000%				18.000

	PAYMENT	INT/CHGS.	PRINCIPAL	BALANCE	BY	ACCT. NO.	DATE PAYT.	THRU/COMMENTS
1	64.00	64.00		4122.17	1c	70340	4/25/0	1-60/$69.28
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

BANKRUPT #80-06028 CD

☒ SE ☐ WE ☐ HE ☐ SHE

FILED 6-26-80 1st MTG.

LAST DATE TO OBJECT 11-26-80

RPTD. TO 7-30-2 TO ATTY.

DISCHD. OBJ. FILED

301-276-1255

Dec

496-5796

497-4862

BILLING OFFICE LOCATION

BILLING OFFICE CODE NO.

AGE	M/S	NO PAM	NO. WK.	TOTAL MO. INC.	RENT/MORT.	DATE OF REF. MO. YR.	REFERENCE PHONE
21	U	1	1			8/9/68	

EMPLOYER

WORKS AT

ADDRESS

JOB PHONE EXT. NO.

EMPLOYMENT DATE MO. YR. | SALARY | PAY DAYS | PURPOSE OF LOAN: CLERR PRØPERTY ØFF

SECURITY: R

SOURCE OF OTHER LOAN NO. AMOUNT | MO/YR. | OLD BALANCE GROSS NET | MADE AGAIN

DEBTS: FMC 900X102
MC 772X35
WARDS 435X18
SEARS 90X10

OTHER INCOME: NØ1

AUTO:

STATEMENT OF MORTGAGE CLAIM

HOUSEHOLD FINANCE CORPORATION
251 South Lake Avenue
Pasadena, California 91101

vs.

JOSEPH S. DEL MONACO
2524 Calle Narciso
Thousand Oaks, California 91360

IN THE

CIRCUIT COURT

—OF—

QUEEN ANNE'S COUNTY

EQUITY No 6955

STATEMENT OF MORTGAGE DEBT

Priicpal Balance Due $4,122.17

Accrued interest at 18 % per annum
from April 25, 1980 to present time.

```
 4,122.17
x      18%
 741.99
÷      12
 61.83255
÷      30
  2.61 per day
```

1981 AUG 17 AM 9 34
CLERK OF CIRCUIT COURT
QUEEN ANNE'S COUNTY

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this Thirteenth day of August in the year nineteen hundred and Eighty One, before me, a Notary Public of the State of Maryland, County of Baltimore, personally appeared D. J. Foster, Manager, Household Finance Corporation, 251 South Lake Avenue, Pasadena, California 91101.

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.

LIBER 14 PAGE 623

LIBER 14 PAGE 624

HOUSEHOLD FINANCE CORPORATION
251 South Lake Avenue
Pasadena, California 91101
Plaintiff

VS.

JOSEPH S. DELMONACO
2524 Calle Narciso
Thousand Oaks, California 91360
Defendant

IN THE
CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY

Equity No. 6955

NON - MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY (CITY), To Wit:

I HEREBY CERTIFY, that on the _____ day of _____, 19 _____, before me, the subscriber, a Notary Public of the State of Maryland, in and for personally appeared D. J. Foster, Manager Household Finance Corporation, 251 South Lake Avenue, Pasadena, California, 91101 and made oath, in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief:

(1) Said Defendant is not in the Military Service of the United States of America;
(2) Said Defendant is not in the Military Service of any Nation allied with the United States of America;
(3) Said Defendant has not been ordered to report for induction under the Selective Training and Service Act;
(4) Said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

Notary Public

Affiant

1981 AUG 17 AM 9 34
QUEEN ANNE'S COUNTY

DECREE FOR SALE OF MORTGAGED PREMISES

HOUSEHOLD FINANCE CORPORATION
251 South Lake Avenue
Pasadena, California 91101

vs.

JOSEPH S. DEL MONACO
2524 Calle Narciso
Thousand Oaks, California 91360

DOCKET ..... FOLIO .....
CASE No. .....
FILED .....

IN THE

CIRCUIT COURT

—OF—

QUEEN ANNE'S COUNTY

.....TERM, 19.....

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, Thereupon, This ..... day of ..... in the year nineteen hundred and ..eighty...one....., by the Circuit Court for Queen Anne's County ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any of the periods limited in the mortgage filed for the forfeiture of said mortgage; that ..William...L.....Putzel..... 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 ..... Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: That he shall then proceed to make the said sale, having given notice 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 by advertisement, inserted in such daily newspaper or newspapers published in the Co. of Queen Anne, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $...500.00..... at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full 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, his, her or their ...personal representatives or assigns....., the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall 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.

Approximate value of property $...4,000.....

.....
Judge.

LIBER 14 PAGE 626

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: SEPTEMBER Return Day

File No. 6955

Docket M.W.M. #8

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: JOSEPH S. DEL MONACO
2524 Calle Narciso
Thousand Oaks, California 91360

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 HOUSEHOLD FINANCE CORPORATION
251 South Lake Avenue
Pasadena, California 91101

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

Issued 17th 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 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: William L. Putzel
Putzel & Putzel, P.A.
Address: 600 Reisterstown Road
Pikesville, Maryland 21208
Name: Telephone: 653-0001

Address:

Marguerite H. Mankin
Clerk

COUNTY COURT FOR QUEEN ANNE'S COUNTY

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

CCC:mfe:8/21/81

SEP 08 1981

HOUSEHOLD FINANCE CORPORATION Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY,
vs.	:	SITTING IN EQUITY
JOSEPH S. DEL MONACO Defendant	:	NO. 6955

CONSENT DECREE FOR SALE OF MORTGAGED PREMISES

The Petition, Exhibit, Statement of Mortgage Debt and Military Affidavit in the above cause having been submitted and considered, and with the Consent of the Mortgagor attached hereto,

IT IS THEREUPON, this 9th day of September, 1981, 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 trusteed property in the proceedings mentioned be sold; that William L. Putzel 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 trusteed 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 trusteed 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.

Clayton Carter
Judge

I HEREBY CONSENT to the passage of the within Decree.

Joseph S. Del Monaco
(Joseph S. Del Monaco)

The Travelers Indemnity Company

Equity #6955 Hartford, Connecticut

(A STOCK COMPANY) BOND NO. 224F3193

KNOW ALL MEN BY THESE PRESENTS, that we WILLIAM L. PUTZEL, TRUSTEE
600 Reisterstown Road, Baltimore, Maryland 21208

and THE TRAVELERS INDEMNITY COMPANY, a body corporate of the State of Connecticut, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of TEN THOUSAND AND NO/100 ($10,000.00) 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, administrators, successors and assigns, jointly and severally, firmly by these presents - sealed with our seals and dated this 22nd day of September in the year of our Lord one thousand nine hundred and eighty-one.

WHEREAS, the above bounden WILLIAM L. PUTZEL, TRUSTEE

by virtue of a decree of the Honorable the Judge of Circuit Court of Queen Anne's County has been appointed TRUSTEE IN MORTGAGE FORECLOSURE

mentioned in the proceedings in the case of HOUSEHOLD FINANCE CORPORATION

vs. Joseph S. Del Monaco
2524 Calle Narciso
Thousand Oaks, California 91360

Property location:
Lot #2, Block R, Second Section
Romancoke on the Bay, Kent Island,
now pending in said Court Maryland

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden WILLIAM L. PUTZEL, TRUSTEE 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 obligations to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

WILLIAM L. PUTZEL (SEAL)

(SEAL)

(SEAL)

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

THE TRAVELERS INDEMNITY COMPANY

By P. A. Dawson
P. A. DAWSON Attorney-in-Fact
201 N. Charles St., Balto., Md. 21201

R. Miller

Trustee-Receiver-
Maryland

S-1182

RECEIVED
CLERK, CIRCUIT COURT
1981 SEP 24 AM 10: 03

Bond filed and Surety approved 9/24/81

LIBER 3 FOLIO 157 LIBER 14 PAGE 629

LIBER 14 PAGE 630

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

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for QUEEN Anne's County, this 24th day of September 1981.

Marguerite W. Mardan

Clerk of the Circuit Court for Queen Anne's County

E-123—1M—8-74.

REPORT OF SALE

HOUSEHOLD FINANCE CORPORATION

VS.

JOSEPH S. DelMONACO

—IN THE—

CIRCUIT COURT

—FOR—

QUEEN ANNE'S COUNTY

Equity #6955

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

The Report of Sale of William L. Putzel Trustee appointed by the decree in the above entitled cause to make sale of Lot #2, Block "R" - "Romancoke by the Bay"

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 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 the 16th day of October, 1981, at 11:00 o'clock, A. M., attend on the premises and then and there sold said property as appears in the memorandum of Auction Sale attached hereto.

FILED
1981 OCT 28 PM 12:52
CLERK OF CIRCUIT COURT
QUEEN ANNE'S COUNTY

ANDREW C. ROBINSON
NOTARY PUBLIC
BALTIMORE CO., MD.

Trustee.

State of Maryland, County of Baltimore, Sct.

I Hereby Certify, that on this 20th day of October, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared William Putzel 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.

Andrew C. Robinson J. P.

LIBER 14 PAGE 632

MEMORANDUM OF AUCTION SALE

Date: 10/16/81
Property: Lot #2, Block "R" - "Romancoke by the Bay"
Purchase Price: $500.00
Deposit paid today: $500.00
Balance due in cash at final settlement: $0 and Adjustments
Settlement date and other terms: see attached advertisement of sale which was read at the auction and which is fully incorporated herein by reference.

Special terms of this sale: See Advertisement

Seller: William L. Putzel, Trustee

Buyer: William L. Putzel and

AGENT FOR

Household Finance Corporation

The undersigned Seller agrees to sell the hereindescribed property and the Buyer (s) agree (s) to purchase said property in accordance with the terms of sale, and the applicable Maryland laws. Any agent agrees that he or she is fully bound to comply with the terms of sale as if he or she were a principal. Compliance with terms shall be made on or before 10/16/81, or deposit shall be retained by the Seller as liquidated damages and the property resold at the risk and cost of the defaulting Buyer (s) or the Seller may, without retaining said deposit, avail himself of any legal or equitable rights against the defaulting Buyer (s).

A copy of this signed by the Seller also serves as a receipt for the deposit paid today.

Seller - William L. Putzel

WITNESS (as to all)

Joseph A. Jackson, Jr.
Auctioneer

Household Finance Corporation
by
Buyer - William L. Putzel, Agent
Agent

FILED FOR RECORD
1981 OCT 23 AM 10 52
QUEEN ANNE'S COUNTY

Centreville, Md. 10-16 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 16th day of October 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 30th day of September 19 81, and the last insertion on the 14th day of October 19 81.

Publishers, Record Observer

Per Marjorie Freeman
CLERK, C.C.

1981 OCT 23 AM 10: 52
QUEEN ANNE'S COUNTY

TRUSTEE'S SALE
Of
REAL ESTATE

The undersigned Trustee, by virtue of e decree of the Circuit Court for Queen Anne's County, in Equity, passed September 9, 1981 in Ceuse No. 6955 In said Court, entitled Household Finance Corporation, Plaintiff vs. Joseph S. Del Moneco Defendant will offer at Public Sale to the highest bidder in front of the Court House doors in Centreville, Meryland, on

Fri., Oct. 16, 1981
at 11:00 a.m.

the following described property, to wit:

ALL that lot or parcel of lend situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, in the State of Marylend, set forth and shown on e plat entitled "Romancoke on the Bay, Second Section," by James H. Ludlow, registered surveyor, dated May, 1958, end recorded emong the Land Records of Queen Anne's County in Liber T.S.P. No. 41, Folio 386, said Lot being known and designated thereon as Lot No. 2, Block R, of Romancoke on the Bay, second section.

Being the same lot of ground described in e deed from James G. Bowden and Hideko A. Bowden, his wife, to Joseph S. Del Monaco dated October 24, 1978 and recorded in Liber CWC 142 Folio 534 of the Land Records aforesaid.

Subject to the legal operation and effect of the restrictive covenants and condition contained in a Deed of Restrictions by Chester Beech Inc., et el, dated September 18, 1958 and recorded among the land records aforesaid in Liber TSP 43, folio 62.

Terms of Sale: The whole price may be peid in cash on the day of sale or (¼) of the purchase price shall be payable in cash on the day of sale, belance 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 end cost of recording deed, including transfer tax end tax stamps to be at purchaser's expense. Taxes will be pro-rated es of day of final retification end settlement, when possession will be given.

At the time and place of sale, the Purchaser(s) will be required to make affadavit es required by Rule BR 6b3 of the Maryland rules of Procedure.

William L. Putzel
Trustee
Joe Jackson, Jr.
Auctioneer

RO-9-30 3t-047

LIBER 14 PAGE 633

LIBER 14 PAGE 634

ORDER NISI ON SALE

HOUSEHOLD FINANCE CORPORATION vs. JOSEPH S. DelMONACO	In the Circuit Court for Queen Anne's County In Equity Cause No. 6955

ORDERED, this 23rd day of October, 1981, that the sale of the real property, made and reported in this cause by William L. Putzel, Trustee, be ratified and confirmed, on or after the 23rd 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 16th day of November, 1981.

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

Marguerite H. Martin Clerk

Filed October 23, 1981

Centreville, Md. 11-11 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 16th day of November 19 81. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 28th day of October 19 81, and the last insertion on the 11th day of November 19 81.

Publishers, Record Observer

Per Marjorie Freeman

ORDER NISI ON SALE
HOUSEHOLD FINANCE CORPORATION
vs.
JOSEPH S. DelMONACO
In the Circuit Court
for Queen Anne's County
In Equity
Cause No. 6955

ORDERED, this 23rd day of October, 1981, that the sale of the real property, made and reported in this causa by William L. Putzel, Trustee, ba ratified and confirmad, on or after tha 23rd day of November, 1981, unless causa to tha contrary thereof be previously shown; provided a copy of this ordar ba inserted in some newspepar publishad in Queen Anne's County, Maryland, onca in each of three successive weeks befora the 16th day of November, 1981.

The report states the amount of salas to be $500.00.

MARGUERITE W. MANKIN,
Clark
Trua Copy, Test:
Marguerite W. Mankin,
Clerk
By: Betty M. Comegys,
Deputy Clerk

Filed: October 23, 1981.

RO-10-28-3t-033

LIBER 14 PAGE 636

HOUSEHOLD FINANCE CORPORATION	*	IN THE
251 South Lake Avenue	*	CIRCUIT COURT
Pasadena, California 91101	*	FOR
Plaintiff	*	QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
JOSEPH S. DELMONACO	*	
2524 Calle Narciso	*	CAUSE NO.: 6955
Thousand Oaks, California 91360	*	

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

ORDER OF RATIFICATION

IT IS this 21st day of June, 1982, by the Circuit Court of Queen Anne's County

ORDERED: that the auction sale made and reported by William L. Putzel, 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 Order Nisi issued in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers to the auditor.

JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1982 JUN 21 PM 3:12
QUEEN ANNE'S COUNTY

WLP:dln
6/15/82

PUTZEL & PUTZEL, P. A.
ATTORNEYS AT LAW
BALTIMORE, MD. 21200
(301) 653-0001

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

HOUSEHOLD FINANCE CORPORATION :

:

v. : Chancery #6955

JOSEPH S. DEL MONACO :

: : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price		$ 500.00	
Interest		11.25	
Real property taxes $62.90 from 7/1 to 10/16/81 108 days at $ 0.172		18.58-	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 492.67
COMMISSIONS PAYABLE TO TRUSTEE (waived)			
ATTORNEY FEE (waived)			
EXPENSES OF SALE			
Court Costs	$ 144.50		
Advertising			
Notice of sale	118.77		
Report of sale	57.33		
Bond premium	40.00		
Auctioneer's fee (maximum)	25.00	$ 385.60	
1980/81 DELINQUENT REAL PROPERTY TAXES		103.83	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 45.00		
Postage & xerox	.85	45.85	535.28-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 42.61-
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal, per Statement of Debt		$ 4,122.17	
Interest (waived)			
TOTAL DUE UNDER MORTGAGE			$ 4,122.17
AMOUNT OF DEFICIT OF EXPENSES			42.61
TOTAL DEFICIT			$ 4,164.78

NOTICE

The attached Account was filed on the 30th 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 #6955. 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 30th 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 the following persons:

William L. Putzel, Esquire
PUTZEL & PUTZEL, P.A.
Attorneys for Plaintiff
600 Reisterstown Road
Pikesville, Maryland 21208

Mr. Joseph s. Del Monaco
14 Sorgen Court
Baltimore, Maryland 21220

John W. Sause, Jr.
Auditor

The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21617

CLAYTON C. CARTER, ASSOCIATE JUDGE

CENTREVILLE MD. JUN 30 '82

U.S. POSTAGE 0.20

PB METER 1154084

Mr. Joseph S. Del Monaco
14 Sorgen Court
Baltimore, Maryland 21220

6955

14 JUN 1982

URFR

HOUSEHOLD FINANCE CORPORATION	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6955
JOSEPH S. DEL MONACO	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 30th 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 16th day of July, 19 82, unless cause to the contrary thereof be previously shown; provided notice is given in manner provided by Maryland Rule 595 g to persons entitled thereto.

Marguerite W. Mankin Clerk

Filed June 30, 1982

	*	IN THE CIRCUIT COURT
HOUSEHOLD FINANCE CORPORATION	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 6955
	*	
JOSEPH S. DEL MONACO	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 16th day of July, 19 82, by the Court that the account of the Auditor is finally ratified and confirmed, and William L. Putzel, ~~Assignee~~/Trustee, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Mankin Clerk

Filed July 16, 1982

LIBER 14 PAGE 642

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Attorney Named In Mortgage	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
v.	*	IN EQUITY
CHARLES L. CHAMBERS Box 52C Magnolia, Delaware 19962 and GERALDINE CHAMBERS Box 40 Chester, Maryland 21619 Mortgagors	*	CHANCERY NO. 7128

MAY 17-82 * 23658 *****60.00
MAY 17-82 A 523658 *****60.00

ORDER TO DOCKET SUIT

Mrs. Marguerite W. Mankin, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from Charles L. Chambers and Geraldine Chambers, his wife, to The Centreville National Bank of Maryland dated May 5, 1978 and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 134, folio 603, in which the said David C. Bryan is authorized to execute foreclosure; default having occured in the terms thereof by reason of the nonpayment when due of the principal and interest of the note secured by said mortgage; and you will file in said suit the original of said mortgage as well as the accompanying military affidavit and statement of indebtedness.

RECEIVED
CLERK, CIRCUIT COURT
1982 MAY 17 AM 10:47
QUEEN ANNE'S COUNTY

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 17th day of May ,1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personlly appeared David C. Bryan, Attorney Named in Mortgage, and made oath in due form of law that Charles L. Chambers and Geraldine Chambers, 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.

Notary Public
My Commission Expires: 7/1/82

RECEIVED
CLERK, CIRCUIT COURT
1982 MAY 17 AM 10:48
QUEEN ANNE'S COUNTY

DOCUMENT NO. 93,073

THIS MORTGAGE, made this 5th day of May, 1978, by and between CHARLES L. CHAMBERS and GERALDINE CHAMBERS, 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 Eleven Thousand Dollars ($11,000.00), 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 May 5th, 1986; 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 Fourth Election District of Queen Anne's County, Maryland, as shown on a plat by Watson and Son, Registered Land Surveyors, dated March, 1978, recorded herewith as follows, to wit:

BEGINNING at an iron pipe set in the Southwest corner of the land hereby conveyed and the southeast corner of the land of Vernon W. Lee and the line of the land of Josephine Lee, which pipe is approximately one hundred twenty feet (120') North of Lee Road, and running with the said Vernon W. Lee lands North 35° 02' 00" East - 124.81' to an iron pipe set and the lands of John Gardner; thence running with the said Gardner lands South 73° 06' 24" East - 254.70' to an iron pipe set and the lands of Reba R. Lowery; thence with the said Lowery lands along a fence South 32° 36' 07" West - 120' to an iron pipe set and the said Josephine Lee lands; thence with the said Josephine Lee land North 74° 37' 55" West - 260' to the place of beginning. CONTAINING in all 0.686 acres of land, more or less.

BEING all and the same land and premises which were granted and conveyed unto the said Charles L. Chambers and Geraldine Chambers, his wife, by deed from Herman R. Meredith and Mildred C.J. Meredith, his wife, dated December 15, 1964, and recorded among the land records of said Queen Anne's County, Maryland, in Liber C.W.C. No. 12, folio 109.

RECEIVED
CLERK, CIRCUIT COURT
1978 MAY -9 AM 9:47
QUEEN ANNE'S COUNTY

MAY -9-78 * 24233 *****5[illegible]
MAY -9-78 A 24233 *****33.00
MAY -9-78 A 24232 *****21.00

LIBER 134 PAGE 603

LIBER 14 PAGE 643

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:

Thurman P. Jefferson — Charles L. Chambers (SEAL)
Charles L. Chambers

Thurman P. Jefferson — Geraldine Chambers (SEAL)
Geraldine Chambers

_____ _____ (SEAL)

_____ _____ (SEAL)

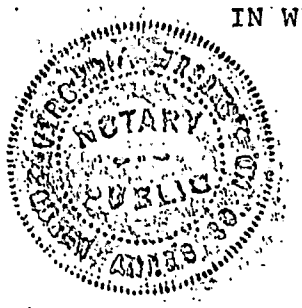
STATE OF MARYLAND)
) To Wit:
QUEEN ANNE'S COUNTY)

On this the 5th day of May, 1978, before me, the undersigned officer, personally appeared CHARLES L. CHAMBERS and GERALDINE CHAMBERS, 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 THURMAN JEFFERSON, Branch Manager 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.



Virginia Brooks
Notary Public
My Commission Expires July 1, 1978

LIBER 14 PAGE 648

DAVID C. BRYAN 111 Lawyers Row Centreville, Maryland 21617 Attorney Named In Mortgage	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
v.	*	IN EQUITY
CHARLES L. CHAMBERS Box 52C Magnolia, Delaware 19962 and GERALDINE CHAMBERS Box 40 Chester, Maryland 21619 Mortgagors	*	CHANCERY NO. 7128

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

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated May 5, 1978 in the gross amount of $11,000.00 by Charles L. Chambers and Geraldine Chambers, his wife to The Centreville National Bank of Maryland

	$7,440.04
With earned interest through 5/12/82	509.87
Late charges	74.96
Per diem interest rate $2.04	
Wm. H. Tolson, Treasurer - taxes for 1981-1982	272.59
Queen Anne's County Sanitary District - first and second quarters 1982	93.71

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

This is to certify that on this 14th day of May, 1982, 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 Charles L. Chambers and Geraldine Chambers, his wife, under the 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.

Marie W Leander
Notary Public
My Commission Expires: 7/1/82

NOTARY PUBLIC

RECEIVED
CLERK CIRCUIT COURT
1982 MAY 17 AM 10: 48
QUEEN ANNE'S COUNTY

Equity #7128

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 Ten Thousand Dollars ($10,000.00), 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 17th day of May, 1982;

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from Charles L. Chambers and Geraldine Chambers, his wife to The Centreville National Bank of Maryland dated May 5, 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 603, in which the principal is specifically authorized to exercise the power of sale therein contained for collection, and he is about to sell the land and premises in said mortgage, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded David C. Bryan, 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

Marvin W. Lewis

David C. Bryan (SEAL)
David C. Bryan
Attorney Named in Mortgage

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Jane A. Hughes

BY: Judith S. Bennett
Attorney in Fact

Surety Approved
Filed May 17, 1982

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

3 245

LIBER 14 PAGE 649

LIBER 14 PAGE 650

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 245, 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 17th day of May, 1982.

Marguerite W. Wheelen

Clerk of the Circuit Court for Queen Anne's County

DAVID C. BRYAN Attorney Named In Mortgage	* * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
v.	* *	IN EQUITY
CHARLES L. CHAMBERS, et ux Mortgagors	* *	CHANCERY NO. 7128

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of David C. Bryan, Attorney named in the Mortgage from Charles L. Chambers and Geraldine Chambers, his wife, to The Centreville National Bank of Maryland, dated May 5, 1978 and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 134, folio 603, in which mortgage the said David C. Bryan is specifically authorized to exercise the power of sale therein contained 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, and at the request of the mortgagee, the said David C. Bryan filed in this Honorable Court his order to docket suit to foreclose said mortgage, accompanied by the said mortgage his sworn statement as to the mortgage indebtedness and his bond given to the State of Maryland, executed by himself and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety in the full and just sum of Ten Thousand Dollars ($10,000.00), containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Queen Anne's Record Observer, a newspaper published in said County, at least once each week for three (3) successive weeks, the first such publication being not less than fifteen (15) days prior to sale, and the last such publication being not more than (1) week prior to sale, and after having sent, not earlier than twenty (20) days and not later than five (5) days before the date of sale, by registered mail to the required persons, at their last known address, notice of the time, place and terms of sale, the said David C. Bryan, did attend, in front of the Court House door, in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 10:00 A.M., Eastern Daylight Time on June 4, 1982, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, did sell all that lot, parcel or tract of land, together with the improvements thereon, situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described in the above

mentioned mortgage, and Advertisement of Sale unto _____

Elizabeth B.M. White, being then and there the highest bidder therefore, at and for the sum of Ten Thousand Dollars ($10,000.00).

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

This report states the amount of sale to be Ten Thousand Dollars ($ 10,000.00).

Respectfully submitted,

David C. Bryan
Attorney Named in Mortgage

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

I HEREBY CERTIFY, that on this 4th day of June, 1982, before me, the subscriber, personally appeared David C. Bryan, Attorney named in mortgage in the aforementioned proceedings and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

And further made oath as aforesaid that there has been no change in the matters and facts set forth in the affidavit as to the military service filed in this cause on May 17, 1982 and that the status of the parties mentioned in said affidavit is the same as it was on the date of the filing of said affidavit.

Notary Public
My Commission Expires: 7/1/82

Centreville, Md. 6-4 19 82

We Hereby Certify

That the annexed advertisement of

ATTORNEYY'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 June 1982. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 19th day of May 1982, and the last insertion on the 2nd day of June 1982.

RECEIVED
CLERK, CIRCUIT COURT
1982 JUN -4 AM 10: 56
QUEEN ANNE'S COUNTY

Publishers, Record Observer

Per Myrtle Gunnar

Attorney's Sale
of
Valuable Fee Simple Real Estate
In Dominion

Under end by virtue of the power of sale contained in the mortgage from Charles L. Chambers and Geraldine Chambers, his wife, to The Centreville National Bank of Maryland dated May 5, 1978, end recorded emong the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 134, folio 603; default heving occurred in the terms of said mortgage and the undersigned ettorney, being specificelly euthorized therein to exercise the power of sale, will offer et public euction in front of the Court House Door in the Town of Centreville, Queen Anne's County, State of Maryland, et the hour of 10:00 o'clock A.M., Eastern Daylight Time on

Fri., June 4, 1982

the following described real estate, to wit:

ALL that lot or parcel of land situate, lying end being in the Fourth Election District of Queen Anne's County, Maryland, as shown on e plat by Watson end Son, Registered Land Surveyors, dated Merch, 1978 end more particularly described es follows, to wit:

BEGINNING et an iron pipe set in the Southwest corner of the lend hereby conveyed end the southeast corner of the land of Vernon W. Lee and the line of lend of Josephine Lee, which pipe is epproximately one hundred twenty feet (120') North of Lee Road, and running with the seid Vernon W. Lee lands North 35° 02' 00" East, 124.81' to en iron pipe set and the lands of John Gardner; thence, running with the said Gerdner lands South 73° 06' 24" East, 254.70' to an iron pipe set and the lends of Reba R. Lowery; thence, with the said Lowery lands elong e fence South 32° 36' 07" West, 120' to an iron pipe set and the said Josephine Lee lands; thence with the said Josephine Lee lend North 74° 37' 55" West, 260' to the place of beginning. CONTAINING In all 0.686 acres of lend, more or less.

NOTE: According to a revised survey by Watson end Son dated April, 1980, the first course and distance in tho above description should be North 03° 08' 08" East, 125.33'; the third course end distance should be South 00° 02' 49" West, 119.97'; and the fourth distance should be 259.95', CONTAINING in all 0.701 ecres of land, more or less.

TOGETHER with the buildings end improvements thereupon erected, mede or being, and all and every the rights, roads, ways, waters, privileges, appurtenances end edventages to the same belonging or in eny way appertaining.

IMPROVEMENTS: One story rancher conteining two bedrooms, living room, kitchen end laundry room, asphelt shingle roof, forced hot air heat.

TERMS OF SALE: The purchaser(s) shall be required to pay ten per cent (10%) of the purchese price in cash or by certified check on the dey of sale, the balance to be peid within ten (10) days of the ratification of the sale by the Circuit Court of Queen Anne's County, time being of the essence, and to bear interest at ten per cent (10%) from day of sale to dey of settlement, or ell cash on the day of sale as the purcheser(s) may elect. Texes end all other assessments and charges will be edjusted to the date of final settlement. All transfer expenses, including deed, title papers, documentary stamps, transfer tax and notary fees to be peid by the purchaser(s).

At the time end plece of sele, the purchaser(s) will be required to make affidavit as required by Rule BR6b3 of the Maryland Rules of Procedure.

All improvements are sold in en "as is" condition.

David C. Bryan
111 Lawyers Row
Centreville, Md. 21617
758-1643
Attorney Named in Mortgage
Joseph A. Jeckson, Jr., Auctioneer

RO-5-19-31-044

LIBER 14 PAGE 654

DAVID C. BRYAN Attorney Named In Mortgage v. CHARLES L. CHAMBERS, et ux Mortgagors	* * * * * * * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY CHANCERY NO. 7128

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

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY that I did sell at public auction:

ALL that lot or parcel of land known as the "Charles L. Chambers Residence" in Dominion in the Fourth Election District of Queen Anne's County, Maryland.

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

In front of the Court House Door in the Town of Centreville, Queen Anne's County, Maryland on June 4, 1982, beginning at the hour of 10:00 A.M., Eastern Daylight Time, unto

Elizabeth B.M. White

at and for the sum of Ten Thousand

Dollars ($ 10,000.00).

Joseph A. Jackson, Jr.
Auctioneer

RECEIVED
CLERK, CIRCUIT COURT
1982 JUN -4 AM 10:56
QUEEN ANNE'S COUNTY

DAVID C. BRYAN Attorney Named In Mortgage	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
v.	*	IN EQUITY
CHARLES L. CHAMBERS, et ux Mortgagors	*	CHANCERY NO. 7128

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

AFFIDAVIT OF PURCHASER

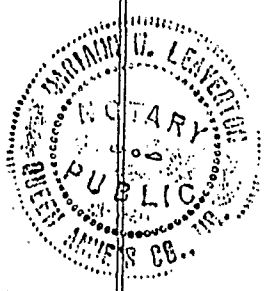
STATE OF MARYLAND)
) SS:
COUNTY OF QUEEN ANNE'S)

I HEREBY CERTIFY, that on this 4th day of June, 1982, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared

Elizabeth B.M. White

purchaser(s) at the foreclosure sale in this cause and being duly authorized so to do, made oath in due form of law that she purchased all that lot, parcel or tract of land with improvements described in the Advertisement of Sale in this cause, as principal or principals and not as agent for anyone, (as agent for no one), that no others are interested in said sale as principal or principals, and that she did not directly or indirectly discourage anyone from bidding on said property.

WITNESS my hand and notarial seal.



Marvin W Lewerton
Notary Public
My Commission Expires: 7/1/82

LIBER 14 PAGE 656

DAVID C. BRYAN Attorney Named In Mortgage	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
v.	*	IN EQUITY
CHARLES L. CHAMBERS, et ux Mortgagors	*	CHANCERY NO. 7128

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

AFFIDAVIT

I HEREBY CERTIFY, that on this 4th day of June, 1982, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared David C. Bryan, Attorney named in Mortgage, and made oath in due form of law that notice of the time, place and terms of sale in this cause was duly sent by registered mail to Charles L. Chambers and Geraldine Chambers, his wife, mortgagors and present record holders of the property to be sold at their last known address as prescribed by Rule W74a.(2)(c) of the Maryland Rules of Procedure and Section 7-105 of the Real Property Article of the Annotated Code of Maryland.

Marion W Leaverton
Notary Public
My Commission Expires: 7/1/82

NOTARY PUBLIC

RECEIVED
CLERK, CIRCUIT COURT
1982 JUN -4 AM 10: 56
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE

DAVID C. BRYAN, Attorney named in Mortgage vs. CHARLES L. CHAMBERS, et ux.	In the Circuit Court for Queen Anne's County In Equity Cause No. 7128

ORDERED, this 4th day of June, 19 82, 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 6th day of July, 19 82, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 29th day of June, 19 82.

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

Marguerite H. Merkin Clerk

Filed June 4, 1982

LIBER 14 PAGE 657

Centreville, Md. 6/23 19 82

We Hereby Certify

That the annexed advertisement of Order Nisi - Cause No. 7128 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 June 19 82. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 9th day of June 19 82, and the last insertion on the 23rd day of June 19 82.

Publishers, Record Observer

Per Dorothy M. Mankin

RECEIVED
CLERK, CIRCUIT COURT

1982 JUL -7 AM 9:49

QUEEN ANNE'S COUNTY

ORDER NISI
ON SALE
David C. Bryan
Attorney named in
Mortgage
vs.
Charles L. Chambers,
ux.
In The
Circuit Court
for
Queen Anne's
County
In Equity
Cause No. 7128

ORDERED, this 4th day of June, 1982, that tha sele of tha real property, made and raported in this causa by David C. Bryan, Attorney named in Mortgaga, be retified and confirmed, on or efter the 6th day of July, 1982, unless ceuse to the contrary theraof be previously shown; provided ce copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 29th day of June, 1982.

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

Marguerite W. Mankin
Clerk

True Copy, Test:
Betty M. Comegys
Deputy Clerk

Filed June 4, 1982

RO-6-9-3t-013

DAVID C. BRYAN Attorney Named In Mortgage	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
v.	*	IN EQUITY
CHARLES L. CHAMBERS, et ux Mortgagors	*	CHANCERY NO. 7128

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

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this 9th day of July, 1982, by the Circuit Court for Queen Anne's County, that the sale of the real estate made and reported in this cause by David C. Bryan, Attorney named in Mortgage, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding order nisi; and the said David C. Bryan, Attorney named in Mortgage, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

Clayton C. Carter
Judge

RECEIVED
CLERK, CIRCUIT COURT
1982 JUL -9 PM 2:22
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

DAVID C. BRYAN	:	
Attorney	:	
v.	:	Chancery #7128
CHARLES L. CHAMBERS GERALDINE CHAMBERS	:	
	:	

: : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE				
Sale Price		$ 10,000.00		
Interest earned on purchase price paid at time of sale		170.96		
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION				$ 10,170.96
COMMISSIONS PAYABLE TO ATTORNEY		$ 650.00		
ATTORNEY FEE, as per Mortgage		250.00		
EXPENSES OF SALE				
Court costs	$ 166.50			
Advertising				
Notice of sale	180.18			
Report of sale	45.06			
Bond premium	40.00			
Auctioneer's fee (maximum)	25.00			
Certified mail	3.10			
Notary fees	8.00			
Recording quiet claim	20.50	488.34		
AUDITOR'S FEE AND COSTS				
Fee for audit	$ 45.00			
Postage & xerox	.82	45.82		1,434.16-
NET AMOUNT AVAILABLE FOR DISTRIBUTION				$ 8,736.80
INDEBTEDNESS DUE UNDER MORTGAGE				
Principal, per Statement of Debt		$ 7,440.04		
Interest to 5/12/82, per Statement		509.87		
Interest on principal at 10% 5/13/82 to 8/3/82 (83 days at $ 2.04)		169.32		
Late charges		74.96		
Taxes & Sewer		366.30		
TOTAL DUE UNDER MORTGAGE, to be distributed to Centreville National Bank				$ 8,560.49-
NET AVAILABLE, as above				$ 8,736.80
SURPLUS to be distributed to Charles L. Chambers and Geraldine Chambers				$ 176.31

NOTICE

The attached Account was filed on the 29th day of July, 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 #7128. 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 29th day of July, 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:

David C. Bryan, Esquire
111 Lawyers Row
Centreville, Maryland 21617

Charles L. Chambers
Box 52C
Magnolia, Delaware 19962

Geraldine Chambers
Box 40
Chester, Maryland 21619

John W. Sause, Jr.
Auditor

DAVID C. BRYAN, Attorney	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. 7128
CHARLES L. CHAMBERS, et al.	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 29th day of July, 19 82, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 16th day of August, 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 July 29, 1982

	*	IN THE CIRCUIT COURT
DAVID C. BRYAN, Attorney	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. 7128
	*	
CHARLES L. CHAMBERS, et al.	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 16th day of August, 19 82, by the Court that the account of the Auditor is finally ratified and confirmed, and David C. Bryan, Attorney, ~~XXXXXXXXXXXXXXXXXX~~ 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 August 16, 1982

Cause No. 6611

In the Circuit Court for

Queen Anne's County

In Equity

Wm. DUNBAR GOULD, Kennedyville, Maryland 21645,

Plaintiff,

vs.

MAR 11-80 * 28929 ****50.00

JANIE D. MILLER, Downes Chapel, Smyrna, Delaware 19703
HIRAM DUDLEY, House of the Pines, Easton, Maryland 21601
WILLIAM C. HALL, Church Hill, Maryland 21620,
MARIE H. JESTER, Church Hill, Maryland 21620,
FLORENCE UNGLESBEE, 21 Register Avenue, Baltimore, MD 21212,
MYRTLE FROST, 1230 Knightwood Road, Towson, Maryland 21239
WILMER COPPAGE, 5133 Darien Road, Baltimore, Maryland 21234
PAUL COPPAGE, 8012 Dalesford Road, Baltimore, Maryland 21234,
ROBERT COPPAGE, 831 South Milton Avenue, Baltimore, MD 21224,
ELIZABETH C. ARRO, 5725 Frost St., Arbutus, Maryland 21227,
EMMA BLACKSTONE, address unknown,
JOHN COPPAGE, address unknown,
MATILDA CALTRIDER, 3316 Bayonne Avenue, Baltimore, MD 21061
ANNABELLE J. HYNSON, 8655 Sylvan Avenue, Van Nuys, California 21400
MARY J. FRANCISCO, 513 Amerly Road, Glen Burnie, MD 21061
BERTHA J. FOLK, 1036 Deanwood Road, Baltimore, Maryland 21200
KATHERINE BODNAR, 11 Coral Place, Lexington Park, Maryland 20653
EDNA P. COFFIN, 6207 42nd Avenue, Hyattsville, Maryland 20781,
HAZEL L. CANNON, 19 DeVille Court, Apt. 4, Wilmington, DE 29808,
ALTON B. COPPAGE, Church Hill, Maryland 21623,
ARTHUR L. COPPAGE, Price, Maryland 21656,
MARY EDNA BAYNARD, 321 Weiner Avenue, Harrington, Delaware 19952,
BENJAMIN C. WILLIS, 111 North Pampano Beach Boulevard, Pampano Beach, Florida 33062,
CLARENCE M. WILLIS, 120 East Melrose Avenue, Baltimore, MD 21212,
ORVILLE L. WILLIS, 602 Williams Street, Cambridge, MD 21613
ANNA MAE COPPAGE, c/o Charles C. Coppage, Barclay, Maryland 21607
ESTELLA C. STOWMAN, Burrisville, Maryland 21617,
BENJAMIN L. COPPAGE, Roberts, Maryland 21623
CHARLES C. COPPAGE, Barclay, Maryland 21607
ANNA MAE ROE, Millington, Maryland 21615
J. FRANK COPPAGE, Millington, Maryland 21615
DOROTHY HOLLAND, Centreville, Maryland 21617
HELEN McGUIRE, Wye Mills, Maryland 21679
WILLIAM DUKE COPPAGE, Valley Lee, Maryland 20692
MARTHA PRISCILLA COPPAGE, Great Mills, Maryland 20634,
MARY OLIVE COPPAGE CALLAWAY, Callaway, Maryland 20620,
MARGARET MINERVA DAVIS, Rt. 1, Box 55, Pollacksville, North Carolina 38573,
CHARLOTTE KNIGHTON, Vanceboro, North Carolina 28586,
WILLIAM STEPHENS COPPAGE, 7201 Old Harford Road, Baltimore, Maryland 21200,
JAMES ASHBY COPPAGE, 114 Trailways Road, Essex, Maryland 21221,
WILLIAM F. JARRELL, III, 1256 Tangerine Parkway, N.E. Winterhaven, Florida 33880,
FRANCIS IRVIN COPPAGE, SR., 4544 North Charles Street, Apt. A, Baltimore, Maryland 21200,

3/73

CHARLOTTE ELLEN COPPAGE YOUNG, Windmill Point, Draydon, MD 20630,
GLADYS COPPAGE HENDRICKSON, 1164 Sherwood Avenue, Baltimore, Maryland 20630,
CORA DUDLEY, c/o John Dembeck, Rt. 4, Chestertown, Maryland 21620,
JOHN DEMBECK, Rt. 4, Chestertown, Maryland 21620,
JAMES F. HALL, JR., Church Hill, Maryland 21623,
ANNA HALL ROSS, 33 Skyline Drvie, East Hartford, Connecticut 06118,
MARTHA HALL WILLIAMS, 1013 Phillips Towers Drive, Laurel, Maryland 20810,
JOHN C. EVELIUS, 1100 One Charles Center, Baltimore, MD 21201,
ST. LUKES EPISCOPAL CHURCH, Church Hill, Maryland 21623
CHURCH OF THE HOLY APOSTLES, 4922 Leeds Avenue, Baltimore, MD 21200,
STEPHEN MASSEY, address unknown,
SAMUEL MASSEY, JR., Chestertown, Maryland 21620
ALYCE ANNE COPPAGE, address unknown,
MARY MASSEY COPPAGE, 1238 Maiden Choice Lane, Arbutus, MD 21229,
SAMUEL GEORGE HURLOCK, SR., P.O. Box 472, Elkton, Maryland 21921,
CLARENCE OREM HURLOCK, address unknown,
SARAH ALVINA HURLOCK SUMMERS, address unknown,
LEON KENNETH HURLOCK, address unknown,
DAVID THOMAS HURLOCK, address unknown,
VIRGINIA ANNE HURLOCK, address unknown,
CHARLES RAYNOR, SR., address unknown,
CHARLES RAYNOR, JR., address unknown,
RICHARD RAYNOR, address unknown,
HELEN RAYNOR, address unknown,
RICHARD EDGAR HURLOCK, Church Hill, Maryland 21623,
J. ROBERT LUCAS, address unknown,
JEANNETTE LIPP, 179 Lee Avenue, Pennsville, New Jersey 08071,
MAY LIPP BULL, 3212 Strickland Street, Baltimore, Maryland 21229,
PAUL LIPP, J 31, Palmetto Trailer Park, Palmetto, Florida 33561,
LUTHER CARLTON LIPP, 179 Lee Avenue, Pennsville, New Jersey 08071,
CHARLES A. LIPP, 258 Wilson Avenue, Carney's Point, New Jersey 08023,
CHARLES M. CALLAWAY, 2200 Beacon Lane, Falls Church, VA 22043,
FAY C. MORRISON, 2904 Blue Robin Court, Herndon, Virginia 22070,
GAY C. YELVERTON, 38 Tower Drive, Darien, Connecticut 06820,
KAY C. SPINKS, 3121 Cobb Hill Lane, Oakton, Virginia 22124,
DOROTHY L. COPPAGE, Church Hill, Maryland 21623,
ELIZABETH DAVIS PRUETT, Rt. 2, Box 869, Glen Burnie, MD 21061,
FRANCES VON KENNON, 7688 Quarterfield Road, Glen Burnie, MD 21061,
CHARLES B. DAVIS, 7686 Quarterfield Road, Glen Burnie, MD 21061,
LUCY MAE D. DAVID, Rt. 2, Box 869, Glen Burnie, MD 21061,
ELIZABETH BUNCH, Jimmy Island, Piney Point, Maryland 20674,
GEORGE H. COPPAGE, JR., Lexington Park, Maryland 20653,
CASSIE MAE COPPAGE, Box 846, New Bern, North Carolina 27892,
MARY CHARLES GODWIN COPPAGE, 700 School Drive, Williamston, North Carolina 27892
THE CHURCH HILL METHODIST CHURCH, Church Hill, Maryland 21623.

and the

UNKNOWN HEIRS, Devisees or Personal Representatives of Mary Elizabeth C. (Mollie) Shahan, deceased, Sarah Matilda Coppage, deceased, Samuel T. Coppage, deceased, Emaline Coppage, deceased, John Coppage, deceased, Foster Camille Coppage, deceased, Bradley Coppage, deceased, Hiram Snow Coppage, deceased, Margaret Raynor, deceased, James E. Coppage, deceased, Mary Coppage Ridgely, deceased, and the said Emma Blackstone, John Coppage, Clarence Orem Hurlock, Sarah Alvina Hurlock Summers, Leon Kenneth Hurlock, Virginia Anne Hurlock, Charles Raynor, Sr., Charles Raynor, Jr., Richard Raynor, Helen Raynor, David Thomas Hurlock, J. Robert Lucas, George Ridgely, Stephen Massey, Alyce Anne Coppage, and any other unknown heirs, devisees or personal representatives of Anna Coppage Downes,

Defendants.

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining, says:

1. That Anna Coppage Downes, widow, died January 18, 1935, a resident of Queen Anne's County, in the State of Maryland, intestate, leaving surviving her as heirs the following brothers and sisters or their descendants:

James Edward Coppage	(3)*
John Frank Coppage	(4)
Benjanim Luther Coppage	(5)
William Stephen Coppage	(6)
Mary Elizabeth C. (Mollie) Shahan	(7)
Sarah Matilda Coppage	(8)
Samuel T. Coppage	(9)
Irene Coppage Dudley	(10)
Martha C. Hall	(11)
Emaline Coppage	(12)
Enoch George Coppage	(13)
Katherine R. Hurlock	(14)
Hiram Coppage	(15)
Margaret H. Coppage	(16)

*Reference is made to the applicable paragraph of this Bill of Complaint for ease of understanding.

2. That said Anna C. Downes, formerly Annie Downs, died seized and possessed of a one-half interest as a tenant in common with Margaret H. Coppage (16), in certain real estate in the Town of Church Hill, Second Election District, Queen Anne's County, State of Maryland, by virtue of a deed from James E. Johns and Elizabeth A. Johns, his wife, dated January 6, 1908, and recorded among the land records of Queen Anne's County in Liber S.S. No. 4, folio 180, of which the original is filed herewith, as part of this Bill, marked "Plaintiff's Exhibit A" and which real estate is more particularly described as follows, to wit:

ALL that lot or parcel of land situate on the east or right side of the public road running through said Town of Church Hill toward Chestertown, with a frontage on said road of forty-nine and one-half feet, more or less, and running back with a depth of two hundred sixty feet, more or less, to the property of Van Land Farms, Inc., formerly the property of D. Edgar Hurlock, being bounded on the north by the property of John E. Bailey, formerly the property of D. Thomas Hurlock, on the east by the property of the said Van Land Farms, Inc., formerly the land of the said D. Edgar Hurlock, on the south by the property of Allen Dickenson, formerly the property of Julia C. Clark, and on the west by the aforesaid public road, and being the southern half of the lot of land conveyed to James E. Johns by deed from Thomas J. Keating and B. Palmer Keating, Trustees, by deed dated April 16, 1878, and recorded among the land records of Queen Anne's County in Liber J.W. No. 8, folio 289.

3. That said James Edward Coppage died sometime in the year 1910, a resident of St. Mary's County, in the State of Maryland, testate, and leaving the following seven (7) children as his only heirs at law:

Mary Rebecca Coppage	(17)
James Edward Coppage	(18)
John Coppage	(19)
Foster Camille Coppage	(20)
Bradley Coppage	(21)
Wallace Coppage	(22)
Martha C. Jones	(23)

4. That said John Frank Coppage died sometime in the year 1921, a resident of Queen Anne's County, in the State of Maryland, testate, leaving as his heirs at law his two (2) daughters:

Sarah Coppage	(24)
Margaret C. Seney	(25)

And that John Frank Coppage left also surviving him a widow, Eliza Jane Coppage who has since died, leaving her said daughters as her only heirs at law.

5. That said Benjamin Luther Coppage, widower, died sometime in the year 1915, intestate, a resident of Queen Anne's County, in the State of Maryland, leaving surviving him as heirs the following six (6) children:

Ahdela Gay Lipp Fallowfield	(26)
Benjamin Clay Coppage	(27)
Estella Elizabeth Willis	(28)
Joseph Earl Rolph Coppage	(29)
Odden Coppage	(30)
Noble Coppage	(31)

6. That said William Stephen Coppage died sometime in the year 1915, a resident of St. Mary's County, in the State of Maryland, testate, leaving as his only heirs at law his four (4) sons:

John B. Coppage	(32)
Dudley Waughop Coppage	(33)
William Guyther Coppage	(34)
Harry Ross Coppage	(35)

7. That said Mary Elizabeth (Mollie) Shahan and any heirs that may survive her are unknown to the Plaintiff.

8. That said Sarah Matilda Coppage was not listed among the distributees of the estate of her father, John Coppage, who died intestate, a resident of Queen Anne's County, in the State of Maryland, in 1898. Nor were any children of Sarah Matilda Coppage listed as distributees in the said proceeding. There are no records for her in the Orphans' Court for Queen Anne's County. It is believed that said Sarah Matilda Coppage died somtime prior to 1898 and without leaving any children surviving her.

9. That said Samuel T. Coppage was not listed among the distributees of the said estate of John Coppage, his father, nor were any children of Samuel T. Coppage in the Orphans' Court for Queen Anne's County, and any heirs that may survive him are unknown to your Petitioner.

10. That said Irene Coppage Dudley died sometime prior to 1898, a resident of Queen Anne's County, in the State of Maryland. Listed among the distributees of the said estate of John Coppage, her father, were her five (5) children:

Janie D. Miller	
Margaret Dudley	(36)
Mary Dudley	(37)
John Dudley	(38)
Hiram Dudley	

And that the said Irene Coppage Dudley was survived by her husband, William C. Dudley, who has since died. There are no records for Irene Coppage Dudley in the Orphans' Court for Queen Anne's County.

11. That said Martha C. Hall died sometime in the year 1924, a resident of Queen Anne's County, in the State of Maryland, testate, leaving as her only heirs at law her four (4) children:

James F. Hall	(39)
William C. Hall	
Anna R. Gould	(40)

John Hall survived his mother and died in 1927, leaving as his only heirs at law his said brothers and sister.

12. That said Emaline Coppage was not listed among the distributees of the said estate of John Coppage, her father, nor were any children of Emaline Coppage so listed. There are no records for Emaline Coppage in the Orphans' Court for Queen Anne's County. It is believed that said Emaline Coppage died sometime prior to 1898 and without leaving any children surviving her.

13. That said Enoch George Coppage died sometime in the year 1924, intestate, a resident of Queen Anne's County, in the State of Maryland, leaving surviving him as heirs the following two (2) children:

John Hepburn Coppage	(41)
Hiram Snow Coppage	(42)

And that the said Enoch George Coppage was survived also by his wife, Fannie S. Coppage, who has since died, leaving as her only heirs at law the above named children.

14. That the said Katherine R. Hurlock, widow, died February 23, 1942, intestate, a resident of Queen Anne's County, in the State of Maryland, leaving surviving her as heirs the following five (5) grandchildren:

Samuel D. Hurlock	(43)
Margaret Raynor	(44)
D. Edgar Hurlock, Jr.	(45)
Catherine Lucas Knott	(46)
Marie H. Jester	

15. That said Hiram Coppage died in or about the year 1863, intestate, a resident of Queen Anne's County, in the State of Maryland. He was, at the time of his death, still an infant, unmarried and childless.

16. That said Margaret H. Coppage died April 11, 1957, a resident of Queen Anne's County, in the State of Maryland, leaving a Will, dated September 10, 1946, admitted to probate on April 30, 1957, and recorded among the will records of Queen Anne's County in Liber E.E.C. No. 1, folio 506, of which a certified copy is filed herewith as part of this Bill, marked "Plaintiff's Exhibit B". Under Item Second of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to:

Anna R. Gould (40)

17. That said Mary Rebecca Coppage died sometime about the year 1965, intestate and unmarried, a resident of Anne Arundel County, in the State of Maryland, leaving no children surviving her. She was unmarried.

18. That said James Edward Coppage, widower, died October 29, 1940, intestate, a resident of Queen Anne's County, in the State of Maryland. He left no children surviving him.

19. That said John Coppage died at a date and with a residence unknown to the Plaintiff. It is believed that he was unmarried and left no children surviving him.

20. That said Foster Camille Coppage died sometime in the years between 1960 - 1965, a resident of an unknown city or county in the State of California. It is believed that he left surviving him two (2) children. The names and addresses of the heirs of Foster Camille Coppage are not known by the Plaintiff.

21. That said Bradley Coppage died at a date and with a residence unknown to the Plaintiff. It is believed that he was unmarried and left no children surviving him.

22. That said Wallace Coppage, widower, died February 22, 1951, intestate, a resident of St. Mary's County, in the State of Maryland, leaving surviving him as his heirs the following children:

Florence Unglesbee
Myrtle Frost
James E. Coppage (47)
Wilmer Coppage
Paul Coppage
Robert Coppage
Elizabeth C. Arro
Emma Blackstone
John Coppage
Matilda Caltrider

23. That said Martha C. Jones died sometime in the year 1935, intestate, a resident of the City of Baltimore, in the State of Maryland, leaving as her heirs the following children:

Annabelle J. Hynson
Mary J. Francisco
Betha J. Folk
Katherine Bodnar

24. That said Sarah Coppage, unmarried, died February 27, 1958, intestate, a resident of Kent County, in the State of Maryland, leaving surviving her as her only heir at law, her sister:

Margaret C. Seney (25)

25. That said Margaret C. Seney, widow, died July 9, 1966, a resident of Kent County, in the State of Maryland, leaving a Will dated May 24, 1961, admitted to probate on January 10, 1967, and recorded among the will records of said County in Liber E.R.B. No. 4, folio 453, a certified copy of which is filed herewith, as a part of this Bill, marked "Plaintiff's Exhibit C". Under Item X of said will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to:

Wm. Dunbar Gould, your Petitioner

26. That said Ahdela Gay Lipp Fallowfield, widow, died sometime in the year 1951, intestate, a resident of the City of Wilmington, in the State of Delaware, leaving surviving her as heirs the following three (3) children:

Edna P. Coffin
Hazel L. Cannon
Charles Noble Lipp (48)

27. That said Benjamin Clay Coppage died June 3, 1957, a resident of Queen Anne's County, in the State of Maryland, leaving a Will, dated June 10, 1947, admitted to probate on June 25, 1957, and recorded among the will records of said County in Liber E.E.C. No. 1, folio 517, of which a certified copy is filed herewith, as part of this Bill marked "Plaintiff's Exhibit D". Under Item 1 of said Will, the Testator's estate, having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed to his wife, Lucy G. Coppage, for the term of her life. Lucy G. Coppage has since died. Under Item 4 of said Will, therefore, Testator's interest in the said real estate passed to the following residuary devisees:

Alton B. Coppage
Arthur L. Coppage
Mary Edna Baynard

28. That said Estella Elizabeth Willis, widow, died sometime prior to 1960, a resident of Talbot County, in the State of Maryland. There is no information on her death in the Talbot County Register of Wills office. She left surviving her as heirs the following four (4) children:

Benjamin C. Willis
Clarence M. Willis
Orville L. Willis
Hilda W. Callaway (49)

29. That said Joseph Earl Rolph Coppage died August 29, 1953, a resident of Queen Anne's County in the State of Maryland, intestate, leaving surviving him as heirs his wife and five (5) children:

Anna Mae Coppage (wife)
Estella C. Stowman
Benjamin L. Coppage
Charles C. Coppage
Anna Mae Roe
J. Frank Coppage

30. That said Odden Coppage, widower, died April 5, 1947, a resident of Queen Anne's County, in the State of Maryland. There is no information on the estate of Odden Coppage in the Queen Anne's County Register of Wills office. He left surviving him as heirs the following children:

William L. Coppage (50)
Dorothy Holland
Helen McGuire
Mary C. Ridgely (51)

31. That said Noble Coppage died sometime in the year 1947, a resident of Queen Anne's County, in the State of Maryland, leaving a Will, dated April 2, 1947, admitted to probate on April 22, 1947, and recorded among the will records of said County in Liber N.S.D. No. 1, folio 456, of which a certified copy is filed herewith, as part of this Bill, marked "Plaintiff's Exhibit E". Under said Will, Testator's estate having been solvent, full administered and distributed, Testator's interest in the above described real estate passed to his wife, Mary Elizabeth Coppage for life, with the power to consume the same, and any residue left after her death to his heirs at law. The said Mary Elizabeth Coppage departed this life on March 29, 1976. The heirs at law of the said Noble Coppage were:

Ahdela Gay Lipp Fallowfield	(26)	
Benjamin Clay Coppage	(27)	
Estella Elizabeth Willis	(28)	
Joseph Earl Rolph Coppage	(29)	
William L. Coppage	(30)	(50)
Dorothy Holland		
Helen McGuire		
Mary C. Ridgley	(30)	(51)
Mary Elizabeth Coppage, widow	(52)	

32. That said John Benjamin Coppage, widower, died January 23, 1952, a resident of St. Mary's County, in the State of Maryland, intestate, leaving surviving him as heirs his six (6) children as follows:

Mary Catherine Coppage Davis	(54)
William Duke Coppage	
John Frank Coppage	(55)
Martha Priscilla Coppage	
George Herman Coppage	(56)
Mary Olive Coppage Callaway	

33. That said Dudley Waughop Coppage died in the year 1947 a resident of St. Mary's County, in the State of Maryland, intestate, leaving surviving him as heirs the following four (4) children:

Margaret Minerva Davis	
Charlotte Knighton	
Dudley Ross Coppage	(57)
William Franklin Coppage	(58)

And that Cora L. Coppage, wife of Dudley Waughop Coppage, also survived him but has since died, intestate, leaving said four (4) children as her only heirs at law.

34. That said William Guyther Coppage, widower, died February 15, 1929, a resident of St. Mary's County, in the State of Maryland, testate, leaving his three (3) sons as his only heirs at law:

William Stephens Coppage
James Ashby Coppage
Francis Irvin Coppage, Sr.

35. That the said Harry Ross Coppage died August 11, 1949, a resident of St. Mary's County, in the State of Maryland, intestate, leaving surviving him as heirs his children as follows:

Charlotte Ellen Coppage Young
Gladys Coppage Hendrickson

And that Harry Ross Coppage was also survived by a wife who has since died, leaving her children as aforesaid as her only heirs at law.

36. That the said Margaret Dudley died January 4, 1975, a resident of Kent County, in the State of Maryland, leaving a Will dated September 8, 1971, admitted to probate January 13, 1975, and recorded among the will records of said County in Liber E.R.B. No. 7, folio 323, of which a certified copy is filed herewith, as part of this Bill, marked "Plaintiff's Exhibit F". Under Item First of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the above described real estate passed to:

John Dudley (38)
Cora Dudley

as tenants by the entireties.

37. That said Mary Dudley died January 18, 1964, a resident of Kent County, in the State of Maryland, leaving a Will dated September 20, 1958, admitted to probate February 4, 1964, and recorded among the will records of said County in Liber E.R.B. No. 3, folio 294, filed herewith as a part of this Bill, marked "Plaintiff's Exhibit G". Under Item First of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to:

John Dudley (38)
Margaret Dudley (36)

38. That said John Dudley died April 8, 1977, a resident of Kent County, in the State of Maryland, leaving a Will which has not yet been admitted to probate. He left surviving him as heirs his wife and an adopted son as follows:

Cora Dudley - wife
John Dembeck - son

39. That said James F. Hall, widower, died sometime in the year 1972, a resident of Queen Anne's County, in the State of Maryland, intestate, leaving surviving him as heirs the following children:

James F. Hall, Jr.
Anna Hall Ross
Martha Hall Williams

And that said James F. Hall also left surviving him a grandson, the child of his deceased daughter, Elizabeth Green:

William F. Jarrell, III

40. That said Anna R. Gould, widow, died in January of 1976, a resident of Kent County, in the State of Maryland, intestate, seized and possessed of an undivided 57.407401% interest in said real estate, leaving survivng her as heir, her only child:

Wm. Dunbar Gould, your petitioner

41. That said John Hepburn Coppage died on August 29, 1975, a resident of Baltimore County, in the State of Maryland, leaving a Will dated May 28, 1971, of which a copy is filed herewith, as a part of this Bill, marked "Plaintiff's Exhibit H". Under ITEM IV of said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed, in trust, to:

John C. Evelius, remaining trustee,

And that the beneficiaries of said trust are:

Mary Massey Coppage, surviving spouse, life tenant, and
St. Lukes Episcopal Church
Church of the Holy Apostles
Stephen Massey
Samuel Massey, Jr.
D. Edgar Hurlock (45)
Alyce Anne Coppage
William Dunbar Gould, remaindermen

42. That said Hiram Snow Coppage, unmarried, died in or about the year 1940. He left surviving him no heirs. His place of residence at the time of his death is unknown.

43. That said Samuel D. Hurlock, widower, died at a date not known by the Plaintiff, a resident of Queen Anne's County, in the State of Maryland, intestate, leaving as heirs the following children:

Samuel George Hurlock
Clarence Orem Hurlock
Sara Alvina Hurlock Summers
Leon Kenneth Hurlock
David Thomas Hurlock
Virginia Anne Hurlock

44. That said Margaret Raynor died at an unverified date. Her residence at the date of her death is unknown. She is believed to have left surviving her as heirs a husband and three (3) children:

Charles Raynor, Sr. - husband
Charles Raynor, Jr.
Richard Raynor
Helen Raynor

45. That said D. Edgar Hurlock, Jr., widower, died May 15, 1977, a resident of Queen Anne's County, in the State of Maryland, leaving a Will dated June 16, 1976, admitted to probate on June 9, 1977, and recorded among the will records of said County in Liber M.E.W. No. 2, folio 376, of which a certified copy is filed herewith, as part of this Bill, marked "Plaintiff's Exhibit I". Under Item Third of said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the above described real estate passed to his son:

Richard Edgar Hurlock

And that Gertrude Hurlock, the wife of D. Edgar Hurlock, Jr., died May 7, 1977, predeceasing the Testator by eight days.

46. That said Catherine Lucas Knott, widow, died October 13, 1970, a resident of Kent County, in the State of Maryland, intestate, leaving surviving her as her only heir her son,

J. Robert Lucas

47. That James E. Coppage died at a date and with a residence unknown by the Plaintiff. It is believed that he left surviving him a wife and four (4) children, none of whose names and addresses are known by the Plaintiff.

48. That said Charles Noble Lipp died July 3, 1970, a resident of Salem County, in the State of New Jersey, leaving a Will, dated August 29, 1969, and recorded among the will records of said County in Liber 46, folio 885, of which a certified copy is filed herewith, as part of this Bill, marked "Plaintiff's Exhibit J". Under Item FOURTH of said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed to his residuary devisees as follows:

Jeannette Lipp (widow)	1/3
May Lipp Bull	1/6
Paul Lipp	1/6
Luther Carlton Lipp	1/6
Charles A. Lipp	1/6

49. That said Hilda Willis Callaway, widow, died August 8, 1971, a resident of Arlington County, in the State of Virginia, leaving a Will dated June 10, 1971, admitted to probate, and recorded among the will records of said County in book 72, folio 152 (estate file # 9268), of which a certified copy is filed herewith, as a part of this Bill, marked "Plaintiff's Exhibit K". Under Item THIRD of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate described above passed to her four (4) children:

Charles M. Callaway
Fay C. Morrison
Gay C. Yelverton
Kay C. Spinks

50. That said William L. Coppage died April 27, 1974, a resident of Queen Anne's County, in the State of Maryland, leaving a Will dated January 25, 1957, not admitted to probate. A Small Estate was opened and letters were granted to Dorothy L. Coppage, the Testator's widow, (Small Estate # 116). By Item ONE of the non-probated will of William L. Coppage, as well as by Final Order passed June 11, 1974, in the said Small Estate, the Testator's interest in the real estate above described passed to:

Dorothy L. Coppage

51. That said Mary Coppage Ridgely died sometime in the year 1947 or 1948. There is no information on her in the Queen Anne's County Register of Wills office. She left surviving her a husband, George Ridgely, who died in the year 1974, in Wilmington, Delaware. She left no children surviving her. The heirs at law of George Ridgely are unknown.

52. That said Mary Elizabeth Coppage died March 29, 1976, a resident of Queen Anne's County, in the State of Maryland, leaving a Will dated May 27, 1970, admitted to probate on April 6, 1976, and recorded among the will records of said County in Liber M.E.W. No. 2, folio 115, of which a certified copy is filed herewith as a part of this Bill, marked "Plaintiff's Exhibit L". Under Item

8 of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to her sister:

Edith M. Thompson (58)

53. That said Mary Catherine Coppage Davis, widow, died October 2, 1970, a resident of Anne Arundel County, in the State of Maryland, leaving a Will made jointly with her husband, Charles E. Davis, and dated January 8, 1967, and recorded among the will records of said County but not probated. No estate was opened for Mary Catherine Coppage Davis. She left surviving her as her only heirs at law the following children:

Elizabeth Davis Pruett
Frances Von Kennon
Charles B. Davis
Lucy Mae D. David

54. That said John Frank Coppage died July 4, 1955, a resident of St. Mary's County, in the State of Maryland, leaving a Will which was admitted to probate on July 7, 1955, and recorded among the will records of said County in Liber R.G.C. No. 2, folio 184, of which a certified copy is filed herewith, as part of this Bill, marked "Plaintiff's Exhibit M". Under Item IV of said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed to his residuary devisees as follows:

William Duke Coppage	1/4	
Martha Priscilla Coppage	1/4	
Mary Catherine C. Davis	1/4	(53)
Elizabeth Bunch	1/8	
George H. Coppage, Jr.	1/8	

55. That said George Herman Coppage died October 8, 1948, a resident of St. Mary's County, in the State of Maryland, intestate, leaving surviving him as heirs the following children:

Elizabeth Bunch
George H. Coppage, Jr.

And that Clementin C. Coppage, wife of George Herman Coppage, also survived him but has since died.

56. That said Dudley Ross Coppage died November 1, 1966, a resident of Craven County, in the State of North Carolina, leaving a Will dated August 28, 1962, admitted to probate on November 11, 1966, and recorded among the will records of said County, of which a certified copy is filed herewith as part of this Bill, marked "Plaintiff's Exhibit N". Under ITEM II of said will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed to his wife:

Cassie Mae Coppage

57. That said William Franklin Coppage died December 29, 1976, a resident of Martin County, in the State of North Carolina, leaving a Will dated June 4, 1976, admitted to probate on January 13, 1977, (estate file #77-E-6) of which a certified copy is filed herewith as part of this Bill, marked "Plaintiff's Exhibit O". Under Item One of said Will, Testator's estate having been

solvent, fully administered and distributed, Testator's interest in the real estate above described passed to his wife:

Mary Charles Godwin Coppage

58. That said Edith M. Thompson died in December of 1976, a resident of Queen Anne's County, in the State of Maryland, leaving a will dated October 22, 1976, admitted to probate on January 3, 1977, and recorded among the will records of said County in Liber M.E.W. No. 2, folio 253, of which a certified copy is filed herewith, as part of this Bill, marked "Plaintiff's Exhibit P". Under ITEM SIX of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to her residuary devisee:

The Church Hill Methodist Church

59. That said lands cannot be divided without loss or injury to the parties entitled.

TO THE END, THEREFORE:

1. That a Trustee be appointed to sell said real estate and convey the same to the 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.

3. That notice to the creditors of Mary Catherine Coppage Davis, Charles Noble Lipp, Hilda Willis Callaway, William L. Coppage, Mary Rebecca Coppage, James Edward Coppage, John Coppage, Foster Camille Coppage, Bradley Coppage, Wallace Coppage, Martha C. Jones, Ahdella G. Lipp Fallowfield, Estella E. Willis, Hiram Snow Coppage, Odden Coppage, Harry Ross Coppage, Samuel D. Hurlock, Margaret Raynor, James E. Coppage, Mary Coppage Ridgely, George Ridgely, George Herman Coppage, Clementin C. Coppage, Dudley Ross Coppage, Katherine R. Hurlock, Catherine Lucas Knott, Eliabeth Jane Coppage, James F. Hall, Samuel D. Hurlock, John Benjamin Coppage, Dudley W. Coppage, Cora L. Coppage, Harry Ross Coppage, Stephen Massey, Alyce Anne Coppage and John Dudley may be issued and published.

4. And that your Orator may have such other and further relief as his case may require.

AND, as in duty bound, etc.

Wm. Dunbar Gould

Wm. Dunbar Gould
Plaintiff

David C. Bryan

David C. Bryan
Attorney for Plaintiff
111 Lawyers Row
Centreville, Maryland 21617
Telephone No: 301-758-1643

THIS DEED, made this Sixth day of January in the year nineteen hundred and eight by James E. Johns and Elizabeth A. Johns, his wife, both of Queen Anne's County in the State of Maryland, witnesseth that;- for and in consideration of the sum of FIFTEEN HUNDRED DOLLARS ($1500.00), the receipt of which said amount is hereby acknowledged, WE, the said James E. Johns and the said Elizabeth A. Johns, his wife, do hereby grant and convey unto Annie Downs and Maggie H. Coppage, as tenants in common, in fee simple, the following real estate, to wit;

All that lot or parcel of land situate in the town of CHURCH HILL in the Second Election District of Queen Anne's County, Maryland, on the East or right side of the public road running through said town of Church Hill towards Chestertown with a frontage on said road of forty nine and one half feet, more or less, and running back with a depth of two hundred and sixty feet, more or less, to the property of D. Edgar Hurlock formerly belonging to Ira T. Clark, being bounded on the North by the property of D. Thomas Hurlock, on the East by the property of the said D. Edgar Hurlock, on the South by the property of Julia E. Clark and on the West by the aforesaid public road, and being the Southern half of the lot of land conveyed to the said James E. Johns by deed from Thomas J. Keating and B. Palmer Keating, Trustees, by deed dated April 16th in the year 1878 and recorded in Liber J. W. No-8 folios 289 &c. a Land Record Book for Queen Anne's County, Maryland,

Together with the improvements thereon and all rights, roads, ways, waters, privileges and advantages thereto belonging or in anywise appertaining.

The above property is the same property in which Samuel L. Gafford, who is now deceased, held a life estate under a deed from said Johns and wife dated December 24th in the year 1884 and recorded in Liber S. C. D. No-5 folios 280 &c. a Land Record Book afore-

said. LIBER 14 PAGE 678

And we the said James E. Johns and Elizabeth A. Johns, his wife, do hereby covenant to warrant generally and specially the property hereby conveyed and to execute such further assurances of title as may be or become requisite.

Witness our hands and Seals the day and year first above written.

Test:- John H. Carter

James E. Johns (Seal)

Elizabeth A. Johns (Seal)

State of Maryland,

Queen Anne's County, to wit:-

I hereby certify that on this sixth day of January in the year nineteen hundred and eight before the Subscriber, a Justice of the Peace of the State of Maryland in and for Queen Anne's County, personally appeared James E. Johns and Elizabeth A. Johns, his wife, and each acknowledged the aforegoing deed to be their respective act.

John H. Carter
Justice of the Peace.

WILL

I, MARGARET H. COPPAGE, of Church Hill, Queen Anne's County, Maryland being of sound and disposing mind, memory, and understanding do make, publish, and declare this to be my last will and testament in manner following, that is to say;

ITEM FIRST I direct my executor hereinafter named to pay all of my just debts and funeral expenses and to place a suitable marker at my grave and to pay the costs thereof out of my estate.

ITEM SECOND After the payment of all of my just debts and funeral expenses and the cost of said marker I do give devise and bequeath unto Anna Hall Gould all of my estate and property real, personal, and mixed and wheresoever the same may be situated or located to be hers absolutely and in fee simple.

ITEM THIRD I do hereby nominate, constitute, and appoint John Hepburn Coppage to be the executor of this my last will and testament and I hereby revoke any and all wills or codicils by me heretofore made.

IN WITNESS whereof I hereunto set my hand and seal this 10th day of Sept. in the year 1946.

Margaret H Coppage (SEAL)
Margaret H Coppage

Signed, sealed, published and declared by the above named testatrix, Margaret H. Coppage, as and for her last will and testament in the presence of us, who, at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Betty P. Lessimore
Wm. J. Gentry Jr.

PLAINTIFF'S EXHIBIT B

LIBER 14 PAGE 680

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

On the 30th day of April A. D., 1957

came JOHN H. COPPAGE, Custodian of the within and aforegoing instrument of writing, purporting to be the last Will and Testament of MARGARET H. COPPAGE, 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 his hand and possession, and that he does not known nor has he heard of any other and that he received the same from Emma W. Fowler on the 17th of April 1957 - she having taken it from safe deposit box in Church Hill Bank at the request of the testatrix on or about the 1st day of April A. D., 1957

Sworn before

E. Clyde Walls

Register of Wills of Queen Anne's County, Md.

Form 7

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

On the 30th day of April 19 57, came Betty P. Larrimore, now by marriage Betty L. Smith of Church Hill, Maryland, one of the subscribing witness es to the aforegoing last Will and Testament of MARGARET H. COPPAGE, late of Queen Anne's County, deceased, and made oath in due form of law, that she did see the Testatrix sign and seal said Will, that she heard her publish, pronounce and declare the same to be her last Will and Testament, and at the time of her so doing she was to the best of her apprehension, of sound and disposing mind, memory and understanding; and that she together with Thomas J. Keating, Jr. subscribed her name as witness to said Will at her request in her presence and in the presence of each other.

Sworn in open court.
Test:

E. Clyde Walls

Register of Wills of Queen Anne's County, Md.

FORM 6

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

On the 30th day of April 19 57, came Thomas J. Keating, Jr., of Centreville, Maryland, one of the

~~or~~

subscribing witness es to the aforegoing last Will and Testament of MARGARET H. COPPAGE, late of Queen Anne's County, deceased, and made oath in due form of law, that he did see the Testa trix sign and seal said Will, that he heard her publish, pronounce and declare the same to be her last Will and Testament, and at the time of her so doing she was to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with Betty P. Larrimore, now by marriage, Betty L. Smith, subscribed his name as witness to said Will at her request in her presence and in the presence of each other.

Sworn in open court.
Test:

Elizabeth Wallop
Register of Wills of Queen Anne's County, Md.

FORM 6

State of Maryland,

In the Orphans' Court

For Queen Anne's County:

The aforegoing Instrument of Writing, purporting to be the last Will and Testament of MARGARET H. COPPAGE, , late of Queen Anne's County, deceased, having been exhibited for probate, and no objection thereto having been made, although notice according to law, appears to have been given to the next relations of said deceased, the Court, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, ORDERS and DECREES, this 30th day of April, A. D., 19 57, that the same be admitted in this Court as the true and genuine last Will and Testament of the said MARGARET H. COPPAGE, deceased

Richard B. C. Davidson
William E. Soleman
E. Tippe Callahan
Judges of the Orphans' Court of
Queen Anne's County.

Form No. 2

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 Margaret H. Coppage, late of Queen Anne's County, deceased,

as filed and passed in this office on April 30, 1957

and recorded in Liber E.E.C. No. 1 Folio 506

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 15th day of August 1979.

Madlyn E. Wootten

Register of Wills for Queen Anne's County, Maryland

LIBER 14 PAGE 683

I, MARGARET C. SENEY, of Kent County, State of Maryland, being of sound and disposing mind, memory and understanding and capable of executing a valid deed or contract, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all other wills, codicils, or testamentary dispositions by me at anytime heretofore made.

ITEM I: I direct my Executor, hereinafter named, to pay out of my estate all of my just debts and funeral expenses as soon as the same conveniently can be done after my decease.

ITEM II: I give and bequeath the desk and bureau formerly belonging to my late husband, Fred M. Seney, to Melvin W. Ramsburg, Reisterstown, Maryland.

ITEM III: I give and bequeath to my cousin, Sadie McFadden Ford, the sum of Six Thousand ($6,000.00) Dollars cash if she be living at the time of my death; if she shall have predeceased me, then I give and bequeath the said Six Thousand ($6,000.00) Dollars to the children of the said Sadie McFadden Ford, share and share alike, per stirpes and not per capita.

ITEM IV: I give and bequeath to each of the following:

David Fillman
Horace P. Fillman
Jay Reed Fillman
William S. Fillman

the sum of One Thousand ($1,000.00) Dollars; the four abovementioned persons being all of the children of Florence McFadden Fillman.

ITEM V: I give and devise unto Anna R. Gould the real estate wherein I reside located on Queen Street in Chestertown, Kent County, Maryland, and being all and the same conveyed by Bessie Gibson Phillips unto Fred M. Seney and Margaret C. Seney, as tenants by the entireties, by deed dated the 28th day of April, 1958, and recorded among the Land Records of Kent County, Maryland, in Liber W.H.G. No. 54, folio 245, for and during the lifetime of the said Anna R. Gould and no longer and thereafter to Wm. Dunbar Gould in fee simple.

ITEM VI: I give and bequeath unto Edna Lipp Coffin the sum of Four Thousand ($4,000.00) Dollars cash.

ITEM VII: I give and bequeath unto Melvin W. Ramsburg the sum of Four Thousand ($4,000.00) Dollars cash.

ITEM VIII: I give and bequeath unto Mary Elva Leaden, 1209 Grant Avenue, W. Collingwood, New Jersey, the sum of One Thousand ($1,000.00) Dollars, if she be

PLAINTIFF'S EXHIBIT C

living at the time of my death. If she shall have predeceased me then this amount shall go to her daughter, Margaret Burke.

ITEM IX: I give and bequeath unto Hilda Calloway, daughter of Essie Willis, the sum of One Thousand ($1,000.00) Dollars cash.

ITEM X: All the rest, residue and remainder of my estate, real, personal and mixed, of whatsoever kind and character, and wheresoever situated, I give, devise and bequeath unto Wm. Dunbar Gould, absolutely and in fee simple.

I hereby nominate and appoint Wm. Dunbar Gould to act as Executor of this my Last Will and Testament without the necessity of bond except as required by law.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix my seal this 24th day of May, 1961.

Margaret C. Seney (SEAL)
Margaret C. Seney

SIGNED, SEALED, PUBLISHED and DECLARED as and for the Last Will and Testament of Margaret C. Seney, the above named Testatrix, who executed this paper in our presence, and at whose request and in whose presence and in the presence of one another, we have hereto affixed our signatures.

Margaret Ann Meese residing at Chestertown Md.

Wm. Dunbar Gould residing at Kennedyville, Md.

STATE OF MARYLAND, KENT COUNTY, SCT.:

On the 11th day of September, 1966

came Wm. Dunbar Gould,

and made oath in due form of law that he does not know of any Will or Codicle of

MARGARET C. SENEY, late of said

county, deceased, other than above Instrument of Writing, and that he received the same

from the Register of Will's Vault on or about

the 13th day of September, 1966

Sworn to before me.

E. Randolph Burgess
Register of Wills.

State of Maryland Kent County, Sct:

On this 13th day of September, 1966 then came

Wm. Dunbar Gould and Margaret Ann Morris,

the two subscribing witness es to the within and

aforegoing Will, before me, and made oath in due form of law, (solemnly, sincerely and truly affirm and

declare) that they did see Margaret C. Seney,

the Testatrix therein named, sign and seal this Will, and that they heard her publish, pro-

nounce and declare the same to be her last Will and Testament. At the time of so doing they

believed her to possess a sound disposing mind, memory and understanding, and that they with

each other

signed this Will as witness, es at the request and in the presence of the Testatrix and in the pres-

ence of each other. Sworn before

E. Randolph Burgess
Register of Wills.

IN THE ORPHANS' COURT FOR KENT COUNTY, MARYLAND.

The Court having carefully examined the above last Will and Testament of

MARGARET C. SENEY, late of Kent county deceased, and also the evidence

adduced as to its validity, Orders and Decrees this 10th day

of January, 1967, that the same be admitted to probate in this

Court as the true and genuine last Will and Testament of the said Margaret C. Seney,

deceased.

True copy
test:

Janet Lee Ashley
Register of Wills

Paul W. Bowman
Lawrence A. Price
Roland T. Jamison
JUDGES OF THE ORPHANS' COURT FOR KENT COUNTY, MD.

And was duly recorded 1/10/67 by E. Randolph Burgess, Register of Wills.

I , - B. CLAY COPPAGE OF CHURCH HILL, QUEEN ANNE'S COUNTY, STATE OF MARYLAND, BEING OF SOUND AND DISPOSING MIND, DO MAKE THIS, MY LAST WILL AND TESTAMENT AS FOLLOWS:

ITEM 1 -

AFTER THE PAYMENT OF ALL MY JUST DEBTS AND FUNERAL EXPENSES, I GIVE, DEVISE, AND BEQUEATH AS FOLLOWS:

ITEM 2 -

I GIVE, DEVISE AND BEQUEATH TO MY BELOVED WIFE, LUCY G. COPPAGE ALL MY REAL AND PERSONAL PROPERTY DURING HER NATURAL LIFE.

ITEM 3 -

UPON THE DEATH OF MY WIFE, LUCY G. COPPAGE, I GIVE AND BEQUEATH THE RESIDENCE LOCATED IN THE TOWN OF CHURCH HILL, MARYLAND,TO MY SON WALTER R. COPPAGE IN FEE SIMPLE.

ITEM 4 -

IT IS MY WILL THAT THE RESIDUE OF MY ESTATE SHALL BE CONVERTED INTO CASH AND DIVIDED EQUALLY AMONG MY TWO SONS, ALTON B. COPPAGE, ARTHUR L. COPPAGE AND MY DAUGHTER MARY EDNA BAYNARD OR THEIR HEIRS.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY HAND AND AFFIXED MY SEAL THIS 10th DAY OF JUNE, A.D.,1947.

B. Clay Coppage (Seal)

SIGNED, SEALED, PUBLISHED AND DECLARED BY THE ABOVE NAMED TESTATOR AND FOR HIS LAST WILL AND TESTAMENT IN THE PRESENCE OF US, WHO AT HIS REQUEST IN HIS PRESENCE AND THE PRESENCE OF EACH OTHER, WE HAVE HEREUNTO SUBSCRIBED OUR NAMES AS WITNESSES.

Wm. W. Rhodes

Dorothy P. Massey

PLAINTIFF'S EXHIBIT D

LIBER 14 PAGE 688

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

On the 8th day of June A. D., 19 57,

came Arthur L. Coppage, Custodian of the within and

aforegoing instrument of writing, purporting to be the last Will and Testament of

B. CLAY COPPAGE, 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 his hand and possession, and that he does not know nor has he

heard of any other and that he received the same from among the personal effects of

the Testator

on or about the 5th day of June A. D., 19 57.

Sworn before

E. Elyde Walls

Register of Wills of Queen Anne's County, Md.

Form 7

IN RE ESTATE OF
B. CLAY COPPAGE,
DECEASED.

IN THE ORPHANS' COURT
OF
QUEEN ANNE'S COUNTY.

ORDER OF COURT

ORDERED, this 18th day of June, 1957, by the Orphans' Court of Queen Anne's County, and by the authority of said Court, that E. Clyde Walls, Register of Wills of Queen Anne's County, State of Maryland, be and he is hereby directed to examine and take the depositions of the witnesses or credible witnesses, to the paper writing, purporting to be the last Will and Testament of B. CLAY COPPAGE, late of said County, deceased, wherever they may be found, whether within the State of Maryland, or beyond its jurisdiction, provided that before the original Will is taken from the Office of the Register of Wills there shall first be made out and filed among the records of this Court a copy of said Will duly certified under the Seal of this Court.

Richard B. C. Davidson
William E. Tolman
E. Wayne Callahan
Judges of the Orphans' Court
of Queen Anne's County.

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

I, E. Clyde Wells, Register of Wills of Queen Anne's County, State of Maryland, DO HEREBY CERTIFY on this 27th day of June, 1957, as follows, to wit:

THAT pursuant to an Order of the Orphans' Court of Queen Anne's County passed on the 18th day of June, 1957, authorizing me to take the depositions of the subscribing witnesses to the paper writing, purporting to be the last Will and Testament of B. CLAY COPPAGE, late of Queen Anne's County, deceased, I proceeded to the Town of Church Hill, Maryland, and there at the Church Hill Bank, there appeared before me William W. Rhodes and Dorothy P. Massey, the two subscribing witnesses to said paper writing, purporting to be the last Will and Testament of B. CLAY COPPAGE deceased, and they each did make oath in due form of law that they did see the Testator sign and seal said Will, that they heard him publish, pronounce and declare the same to be his last Will and Testament, and that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory and understanding, and they subscribed their names as witnesses to said Will at his request, and in he presence of the Testator and in the presence of each other.

I FURTHER CERTIFY that before taking the original Will of the said B. CLAY COPPAGE, deceased, from the Office of the Register of Wills, I first had made out a certified copy of said Will and filed the same among the records of said Office - in accordance with the law.

E Clyde Wells
Register of Wills of Queen Anne's County, Maryland.

Signatures of Witnesses:

W W Rhodes
William W. Rhodes

Dorothy P. Massey
Dorothy P. Massey

State of Maryland,

In the Orphans' Court

For Queen Anne's County:

The aforegoing Instrument of Writing, purporting to be the last Will and Testament of

B. CLAY COPPAGE,

, late of Queen Anne's County, deceased, having been exhibited for probate, and no objection thereto having been made, although notice according to law, appears to have been given to the next relations of said deceased, the Court, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, ORDERS and DECREES, this 25th day of June, A. D., 19 57, that the same be admitted in this Court as the true and genuine last Will and Testament of the said B. CLAY COPPAGE,

deceased

Richard B. C. Davidson

William E. Shuman

E. Tippie Callahan

Judges of the Orphans' Court of
Queen Anne's County.

Form No. 2

LIBER 14 PAGE 692

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 B. Clay Coppage, late of Queen Anne's County, deceased,

June 8, 1957
as filed and passed in this office on June 25, 1957

and recorded in Liber E.E.C. No. 1 Folio 517

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 16th day of August 1979.

Marilyn E. Wootten
Register of Wills for Queen Anne's County, Maryland

I, NOBLE L. COPPAGE, residing near Church Hill in the Second Election District of Queen Anne's County in the State of Maryland, being of sound and disposing mind, memory and understanding, and capable of making a valid deed or contract, do hereby revoke all wills, codicils and testamentary instruments heretofore made by me, and do make, publish and declare this to be my Last Will and Testament in manner and form following:

After the payment of my funeral expenses and all my just debts, I give to my wife, MARY E. M. COPPAGE, all articles and effects of person or domestic household use or ornament and personal property of any nature or kind, absolutely.

I give, devise and bequeath all my real estate to my wife, MARY E. M. COPPAGE, for and during her life, reaping all benefits unto herself as sole life tenant, with power to sell and convert the whole or any part thereof, and get in the same without being responsible for loss; to invest the proceeds thereof, with power to vary such investments at her discretion, and at her death the remainder thereof to my heirs at law, their personal representatives or assigns.

I hereby appoint my wife, MARY E. M. COPPAGE, as my Executrix and Trustee under this my Last Will and Testament, without bond or other security.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal, this 7th day of April, 1947.

Noble L. Coppage (SEAL)

Signed, Sealed, Published and Declared, by the above named Testator as and for his Last Will and Testament in the presence of us who at his request, in his presence and the presence of each other, have hereunto subscribed our names as witnesses.

Edna L. Coffin Residing at 6207-42nd Ave Hyattsville Md

Norman P. Coffin Residing at 6207 42nd Ave. Hyattsville Md.

PLAINTIFF'S EXHIBIT E

LIBER 14 PAGE 694

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

On the 15th day of April A. D., 1947, came Thomas J. Keating, Jr., Custodian of the within and aforegoing instrument of writing, purporting to be the last Will and Testament of Nellie L. Coppage, 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 his hand and possession, and that he does not know nor has he heard of any other; and that he received the same from the within mentioned paper writing dated December 5, 1944, which was found in safe deposit box in Queenstown Bank of Maryland and which the said Thos. J. Keating, Jr., had prepared, and that he received the same which was dated April 3-1947 - from John F. Coppage, by mail on or about 2nd day of April A. D., 1947.

Sworn before

Edward E. Lowrey
Register of Wills of Queen Anne's County, Md.

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

On the 15th day of April 1947, came Edna L. Coffin and Norman F. Coffin of Q.A.C. & Trs. of Norman, Hyattsville, Md. and the two subscribing witnesses to the aforeging last Will and Testament of Nellie L. Coppage, late of Queen Anne's County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal said Will, that they heard her publish, pronounce and declare the same to be her last Will and Testament, and at the time of her so doing she was to the best of their apprehensions, of sound and disposing mind, memory and understanding; and that they together with each other subscribed their names as witnesses to said Will at her request in her presence and in the presence of each other.

Sworn in open court.
Test:

Edward E. Lowrey
Register of Wills of Queen Anne's County, Md.

State of Maryland,

In the Orphans' Court

For Queen Anne's County:

The aforegoing Instrument of Writing, purporting to be the last Will and Testament of NOBLE L. COPPAGE,

late of Queen Anne's County, deceased, having been exhibited for probate, and no objection thereto having been made, although notice according to law, appears to have been given to the next relations of said deceased, the Court, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, ORDERS and DECREES, this 22nd day of April, A. D., 1947, that the same be admitted in this Court as the true and genuine last Will and Testament of the said NOBLE L. COPPAGE, deceased.

H. F. Lindsay

C. Tilghman Bishop

W. Rembert Phillips

Judges of the Orphans' Court for Queen Anne's County.

LIBER 14 PAGE 696

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 Nobel L. Coppage, late of Queen Anne's County, deceased,

April 15, 1947
as filed and passed in this office on April 22, 1947

and recorded in Liber N.S.D. No. 1 Folio 456

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 16th day of August 1979.

Madlyn E. Wooters
Register of Wills for Queen Anne's County, Maryland

I, Margaret H. Dudley, of Kent County, State of Maryland, being of sound mind and memory, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking any and all other wills and codicils by me at any time made.

After the payment of all my just debts, funeral expenses and costs of administration, I give, devise and bequeath my estate as follows:

FIRST: I give, devise and bequeath my entire estate, real, personal and mixed, of every kind and description, and wheresoever situated, unto my brother, John Dudley and his wife, Cora Dudley, as tenants by the entireties, and on the death of either everything to go to the survivor.

SECOND: I nominate and appoint John Thomas Denbeck to be the executor of this my Last Will and Testament and hereby request that said executor be not required to give bond for the faithful performance of his duties as executor aforesaid.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 8th day of September, 1971.

Margaret H. Dudley (Seal)
Margaret H. Dudley

SIGNED, SEALED, PUBLISHED and DECLARED by the above named Testatrix, Margaret H. Dudley, as and for her Last Will and Testament, in the presence of us, who, at her request, in her presence and in the presence of each other have hereunto subscribed our names as witnesses.

Eva S. Plummer residing at Chestertown, Md.

Anthony Lebinski residing at Chestertown, Md.

PLAINTIFF'S EXHIBIT F

LIBER 14 PAGE 698
LIBER 07 PAGE 324

IN THE MATTER OF

MARGARET H. DUDLEY
deceased

BEFORE THE REGISTER OF WILLS FOR

KENT COUNTY

ADMINISTRATIVE PROBATE ORDER

Upon the foregoing Petition, an oppropriote band having been filed herein, it is this 13th day of January, 19 75,

ORDERED that JOHN THOMAS DENBECK be ond he is hereby oppointed personol representotive of the estate of MARGARET H. DUDLEY;

ond further

ORDERED that the Will occomponying the foregoing Petition be ond it is hereby admitted to probote os the Will of the aforenomed decedent.

True copy test:
Janet Lee Ashley
Register of Wills

E. Randolph Burgess
Register of Wills

And was duly recorded 1-13-75 by E. Randolph Burgess Register of Wills

RW 4A(1-1-70)

STATE OF MARYLAND

IN THE ORPHANS' COURT FOR
BEFORE THE REGISTER OF WILLS FOR } Kent COUNTY, MARYLAND

In the Matter of

Margaret H. Dudley deceased Estate No. 3988

PETITION FOR PROBATE

The Petition of John Thomas Denbeck (Name), Flatland Road, Chestertown, Md. 21620 (Address)

..... (Name), ... (Address)

..... (Name), ... (Address)

each being a citizen of the United States and of legal age, shows:

1. Margaret H. Dudley, the decedent, who was domiciled in Kent County, State of Maryland died on January 4, 1975 at Kent & Queen Annes Hospital

2. The decedent died (~~without~~ with) a will.

3. Petitioner is entitled to be appointed personal representative of the decedent's estate under Section 5-104 of Article 93 of the Maryland Code for the following reasons:

He was named executor in the will.

4. This is the proper office in which to file the Petition because:
Decedent was a resident of Kent County, Maryland.

5. The Petitioner has made a diligent search for a will of the decedent and, to the best of the knowledge of the Petitioner, (the will accompanying this Petition dated September 8, 1971 is the decedent's latest will, and said will came into Petitioner's hands in the following manner) (none exists):

Will was in safe deposit box of the decedent in the Chestertown Bank of Maryland

6. If the decedent died with a will, the names and addresses of all witnesses are:
Ellen T. Plummer, Chestertown, Maryland
Anthony Libersky, Chestertown, Maryland.

7. All other proceedings regarding the decedent's estate are as follows:

There are none.

8. The reason why any information required to be furnished by Sections 5-201 and 5-202 of Article 93 has not been furnished, is as follows:

All such information has been supplied.

WHEREFORE, the Petitioner prays that he be granted letters appointing him personal representative of the decedent's estate and that the aforesaid will, if any, be admitted to (administrative) (~~testamentary~~) probate, and that the following additional relief be granted:

I (~~we~~) do hereby solemnly declare and affirm under the penalties of perjury that the information and representations contained in the foregoing Petition are true and correct according to my (~~our~~) knowledge, information and belief.

Anthony Libersky
(Attorney for Estate)
117 Court Street
Chestertown, Maryland 21620

John Thomas Denbeck
(Signature)
John Thomas Denbeck
(Signature)
(Signature)

CHECK LIST: Safe Keeping Wills ☐ Custody of Wills ☐ Petition Docket ☐

Deputy .....

RW 1 (Rev. 7/71)

LIBER 03 PAGE 294 LIBER 14 PAGE 700

Last Will and Testament

I, MARY DUDLEY, of Kent County, State of Maryland, being of sound and disposing mind, memory and understanding and capable of executing a valid deed or contract, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all other wills, codicils, or testamentary dispositions by me at anytime heretofore made.

After the payment of all my just debts, funeral expenses and costs of administrations, including the erection of a tombstone at my grave by my executors hereinafter named, I give, devise and bequeath my estate as follows:

FIRST: I give, devise and bequeath all of my estate, real, personal and mixed, of whatsoever kind and character and wheresoever situated, which I have the power to dispose of by Last Will and Testament, to my sister, Margaret Howard Dudley, and to my brother, John Dudley, in equal shares, share and share alike. If either of the said Margaret Howard Dudley or John Dudley shall have predeceased me then in that case the survivor shall take my whole estate, absolutely and in fee simple.

SECOND: I nominate, constitute and appoint my said brother, John Dudley, and my said sister, Margaret Howard Dudley, to be the executors of this my Last Will and Testament, hereby requesting that my executors be not required to give bond for the faithful performance of their duties as executors aforesaid.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this Twentieth day of September, in the year one thousand nine hundred and fifty-eight.

Mary Dudley (SEAL)

SIGNED, SEALED, PUBLISHED AND DECLARED by the above named testatrix, Mary Dudley, as and for her Last Will and Testament, in the presence of us, who, at her request, in her presence and in the presence of each other have hereunto subscribed our names as witnesses.

[illegible] resideing at Chestertown Md.

[illegible] residing at Kennedyville Maryland

PLAINTIFF'S EXHIBIT G

LIBER 00 PAGE 000

STATE OF MARYLAND, KENT COUNTY, SCT.:

On the ....4th.... day of .... January,.... 1964,

came ....Wm. Dunbar Gould,....

and made oath in due form of law that he does not know of any Will or Codicle of

....MARY DUDLEY,.... late of said

county, deceased, other than above Instrument of Writing, and that he received the same

from the vault of the Register of Wills where it had been left for safekeeping

the ....22nd.... day of ....September.... 19 58. on or about

Sworn to before me,

E. Randolph Burgess

Register of Wills.

State of Maryland Kent County, Sct:

On this ....3rd....day of....February,....1964 then came....

....Philip J. Skipp and Wm. Dunbar Gould,....

....the two....subscribing witness es to the within and

aforegoing Will, before me, and made oath in due form of law, (solemnly, sincerely and truly affirm and

declare) that...they..did see ....Mary Dudley,....

the Testat. rix. therein named, sign and seal this Will, and that .they..heard....her publish, pro-

nounce and declare the same to be ..her....last Will and Testament. At the time of so doing..they..

believed ..her....to possess a sound disposing mind, memory and understanding, and that..they. with

....each other....

signed this Will as witness es, at the request and in the presence of the Testat. rix....and in the pres-

ence of each other. Sworn before

E. Randolph Burgess

Register of Wills.

IN THE ORPHANS' COURT FOR KENT COUNTY, MARYLAND.

The Court having carefully examined the above last Will and Testament of ....

...MARY DUDLEY,.... late of Kent county deceased, and also the evidence

adduced as to its validity, Orders and Decrees this ....4th.... day

of ....February,.... 19.64 that the same be admitted to probate in this

Court as the true and genuine last Will and Testament of the said ....

....MARY DUDLEY,.... deceased.

True copy
test:
Janet L. Ashby
Register of Wills

Lawrence Shea
Norman H. Grason
} JUDGES OF THE ORPHANS' COURT FOR KENT COUNTY, MD.

And was duly recorded 2/4/64 by E. Randolph Burgess, Register of Wills.

LIBER 14 PAGE 701

LIBER 02 PAGE 144 | LIBER 14 PAGE 702

Petition For Letters Testamentary No. 3284

To E. Randolph Burgess, *Register of Wills for Kent County, Maryland:*

In the Matter of the Probate of the Last Will and Testament of Margaret C. Seney deceased:

The petition of Wm. Dunbar Gould respectfully showeth that he is the Execut.or named in the Last Will and Testament of Margaret C. Seney dated the 24th day of May, A. D., 19 66 That said Margaret C. Seney was a resident of Kent County, State of Maryland, and departed this life at Chestertown Maryland in said County, on Friday the 9th day of September A. D., 19~~5~~66 at 10:45 o'clock, M. That said decedent left surviving her the following heirs, viz:

(NOTE—Here name all heirs of deceased, their ages and places of residence.)

see attached rider

Therefore the said Wm. Dunbar Gould respectfully applies for probate of said Last Will and Testament of Margaret C. Seney and for Letters Testamentary thereon.

Wm Dunbar Gould
Wm. Dunbar Gould

Kent County, ss:

Personally appeared Wm. Dunbar Gould petitioner named in the above application, and being duly sworn according to law and depose and say that the matters and things set forth in the foregoing petition are true to the best of his knowledge, information and belief.

Sworn and subscribed before me this 10th day of January A. D., 19~~5~~x.66

Margaret Ann Morris
Notary Public ~~Register of Wills~~

MARGARET ANN MORRIS NOTARY PUBLIC KENT COUNTY, MD.

Rider

Re: Margaret C. Seney Estate

Heirs of deceased, their ages and places of residence

Melvin W. Ramsburg	Reisterstown, Md.	over 21
Children of Sadie McFadden Ford (deceased):		
Eleanor Ford (now Mrs. Wilmer T. Buckwalter)	R.D. #1, Box 572 Hamburg, Penna.	"
Alma Ford, Miss	115 South 21st St. Philadelphia, Pa. 19103	"
Lillie Ford, Miss	Shirley Court Apt. #E-207 Upper Darby, Penna.	"
Sally Ford (now Mrs. Kenneth Brownlow)	511 Willow Grove Ave., Glenside, Pa. 19038	"
Margaret Ford (now Mrs. Charles B. McLoughlin)	116 Ulmer Road Oreland, Pa.	"
Horace P. Fillman	1607 Comly St. Philadelphia, Pa. 19111	"
Jay Reed Fillman	Surrey Rd., Gwyneed Valley, Penna.	"
Edna Lipp Coffin	Hyattsville, Md.	"
Mary Elva Leaden	1209 Grant Avenue W. Collingwood, New Jersey	"
Hilda Calloway	Washington, D. C.	"
Anna R. Gould	Chestertown, Md.	"
Wm. Dunbar Gould	Kennedyville, Md.	"

LIBER 01 PAGE 437 LIBER 14 PAGE 704

Petition For Letters Testamentary

No. 3081

To E. Randolph Burgess ..... *Register of Wills for Kent County, Maryland:*

In the Matter of the Probate of the Last Will and Testament of .....
Mary Dudley .....deceased:

The petition of John Dudley and Margaret Howard Dudley .....
..... respectfully showeth that they are .....
the Executors.....named in the Last Will and Testament of Mary Dudley .....
.....dated the 20th .....day of September ....., A. D.,
19 58 ..... That said Mary Dudley ..... was a
resident of Kent County, State of Maryland, and departed this life at 525 High Steeet,
Chestertown, Maryland ..... in said County, on Saturday ..... the
18th .....day of January .....A. D., ~~1995~~ 1964 .... at 2:50 .....
o'clock, A. M. That said decedent left surviving her ..... the following heirs, viz:
John Dudley, brother, 525 High Street, Chestertown, Maryland .....

(NOTE—Here name all heirs of deceased, their ages and places of residence.)

Margaret Howard Dudley, sister, 525 High Street, Chestertown, Maryland .....
Hiram C. Dudley, brother, Queen Anne Station, Maryland .....
Janie D. Miller, sister, Chestertown, Maryland ..... ~~(xxxxx)~~ ..... "SEE BELOW" .....

Therefore the said John Dudley and Margaret Howard Dudley .....
respectfully applies for probate of said Last Will and Testament of Mary Dudley .....
and for Letters Testamentary thereon.

John Dudley
John Dudley

Margaret Howard Dudley
Margaret Howard Dudley

Kent County, ss:

Personally appeared John Dudley and Margaret Howard Dudley .....
petitioner...s...named in the above application, and being duly sworn according to law and depose and say that the matters and things set forth in the foregoing petition are true to the best of ...their.....knowledge, information and belief.

Sworn and subscribed before me this
3rd ..... day of February .....
A. D., ~~xxxx~~ 1964

Margaret Anne Murphy
~~Xxxxxxxxxxxx~~ Register of Wills.
Notary Public

MARGARET ANN MURPHY NOTARY PUBLIC KENT COUNTY

Irene Dudley, Elizabeth Dudley, Charles Dudley and Thomas Dudley, children of a deceased, brother, Thomas K. Dudley

Hazel Dudley, Arthur Dudley and Eugene Dudley, sons of a deceased half-brother, Denny H. Dudley

LAST WILL AND TESTAMENT

OF

JOHN H. COPPAGE

I, JOHN H. COPPAGE, of Baltimore County, State of Maryland, do make, publish and declare this as and for my Last Will and Testament, hereby revoking all Wills and Codicils heretofore made by me.

ITEM I. I direct my Executors, hereinafter named, to pay all of my just debts and funeral expenses and to have a suitable marker erected at my grave; and I authorize my Executors to expend for these purposes such sums as they may deem fitting and proper, without regard to any limit that may be prescribed by law and without the necessity of obtaining the prior or subsequent sanction of the Orphans Court of Baltimore County, or any other Court in regard to the amount of the expenditures for said purposes.

ITEM II. I give and bequeath unto my wife, Mary Massey Coppage, if she survives me, all of my household furniture and furnishings, jewelry, clothing, books, silverware, paintings and pictures, and all other household and personal effects and any automobiles I may own at the time of my death.

ITEM III. If my wife, Mary Massey Coppage, survives me, I give, devise and bequeath to my said wife, absolutely, an amount equal to fifty percent (50%) of the value of my adjusted gross estate as finally determined for Federal Estate Tax purposes, less the aggregate amount of marital deductions, if any, allowed for such tax purposes by reason of property or interests in property passing or which have passed to my

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PLAINTIFF'S EXHIBIT H

wife otherwise than by the terms of this ITEM III of my Will.

My Executors shall assign, convey and distribute to my wife, the cash, securities and other property, including real estate and interests therein, which shall constitute said devise and bequest. The assets to be distributed in satisfaction of said devise and bequest shall be selected in such manner that the cash and other property distributed will have an aggregate fair market value fairly representative of the distributee's proportionate share of the appreciation or depreciation in the value to the date, or dates, of distribution of all property then available for distribution. Any property assigned or conveyed in kind to satisfy said devise and bequest shall be valued for that purpose at the value thereof as finally determined for Federal Estate Tax purposes. No asset or the proceeds of any asset shall be included in this devise and bequest as to which a marital deduction is now allowable if included. Said bequest shall abate to the extent that it cannot be satisfied in the manner hereinabove provided.

ITEM IV. All of the rest and residue of my estate, real and personal, including all property over which I may have any power of testamentary disposition, I give, devise and bequeath unto my attorneys, William D. Gould and John C. Evelius, in trust, to be held, administered and disposed of as follows:

A. During the lifetime of my said wife, if she survives me, my Trustees shall have full power, in their discretion, to pay to my said wife, or to apply for her benefit, from time to time, out of the net income and also out of the principal thereof if the income shall be inadequate, such amounts and in such

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proportions as said Trustees, in their absolute discretion, may deem advisable and proper to provide for her continued respective maintenance, support, health, and general welfare.

In determining whether and when such payments shall be made, and the amounts thereof, if any, said Trustees are hereby requested to take into consideration all other income and financial resources of my wife, Mary Massey Coppage, reasonable available for such purposes, in their judgment, as the same shall be known to them, and are also requested to take into consideration my wife's needs and best interests. Nevertheless, the decisions of said Trustees shall be final and binding. Any payments thus made during the lifetime of my said wife shall be a general charge against the principal of the Trust Estate.

During the lifetime of my said wife, all of the net income from the Trust Estate not required for the purposes hereinbefore set forth in this Paragraph A of this Item IV hereof, shall be by my Trustees accumulated and added periodically to the principal thereof.

B. In addition to any payment of income or principal as above provided, my said wife shall have the right to withdraw, free of trust, from the principal of the Trust Estate from time to time, by an instrument or instruments in writing delivered to my Trustees such sum or sums as she may deem advisable,

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in her sole discretion, but not to exceed during any one calendar year, non-cumulative, the greater of the sum of Five Thousand Doll ($5,000.00) or five percent (5%) of the value of such trust at the end of such year.

C. Upon the death of my wife, if she survives me, the remai der of the Trust Estate, both principal and undistributed income, shall be paid over and distributed by my Trustees unto and among s persons and in such amounts and proportions, and upon such terms and conditions, in further trust or otherwise, as my wife may val appoint by her Last Will and Testament, by specific references to, and express exercise of, the testamentary power of appointment he granted unto her; provided, however, my said wife shall have no power to appoint to herself, to her estate, to her creditors, or t the creditors of her estate.

D. Upon and after the death of my said wife, if she survi me, I give, devise, bequeath and grant as follows:

(a) I give and bequeath unto THOMAS LEAGER, son of Robe W. Leager, Jr., the sum of One Thousand Dollars ($1,000.00).

(b) I give and bequeath unto MARY LYNN LEAGER, daughter of Robert W. Leager, Jr. the sum of One Thousand Dollars ($1,000.(

(c) I give and bequeath unto MRS. MARY WOODLAND GOULD all dishes and furniture within my home at 123 Maiden Choice Lane.

(d) All the rest, residue and remainder of my property, real, personal and mixed, wheresoever situate and howsoever acquired, including any power of appointment I may have at the time my death, I give, grant, devise and bequeath as follows:

(1) Twenty-five percent (25%) unto ST. LUKE'S EPISCOP CHURCH, Church Hill, Maryland to be used for its corporate purpos

(2) Twenty-five percent (25%) unto the CHURCH

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OF THE HOLY APOSTLES (Episcopal) located at 4922 Leeds Avenue, Baltimore, Maryland, to be used for its corporate purposes.

3. Twenty-five percent (25%) unto STEPHEN MASSEY of Santa Barbara, California.

4. Five percent (5%) unto SAMUEL MASSEY, JR. of Chestertown, Maryland.

5. Five percent (5%) unto D. EDGAR HURLOCK, Church Hill, Maryland.

6. Five percent (5%) unto ALYCE ANNE COPPAGE.

7. Ten percent (10%) unto WILLIAM D. GOULD of Kennedyville, Maryland.

ITEM V. The powers and discretions hereinafter granted to my Executors and to my Trustees are in addition to, and not in derogation or limitation of, any other powers implied or necessary for the performance of the duties of my Executors and my Trustees, respectively, and all such powers may be exercised by my Executors and by my Trustees, respectively, without previous application to or subsequent ratification by any Court.

I hereby expressly authorize and empower my Executors and my Trustees, each respectively, in their sole and absolute discretion:

A. To invest, reinvest, and change the investments of any trust and to keep the same invested in such stocks, common or preferred, common trust funds, bonds, mortgages, ground rents or other property, real or personal, and in such proportions, as they may consider advisable or proper, without being restricted as to the character of any investment by any

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statute or rule of law or court governing the investment of trust funds.

B. To retain any and all property which I may own at the time of my death, including stock or other securities, until such time as they may deem it desirable to sell or otherwise dispose of the same.

C. To sell (either at public or private sale), lease for such term or terms as they may deem desirable, irrespective of the possible termination of the trust, pledge, mortgage, transfer, exchange, partition, convert or otherwise dispose of, or grant options with respect to, any and all property, real or personal, at any time forming a part of my estate or of any trust, in such manner, at such time or times, for such purposes, for such prices and upon such terms, credit and conditions as they may deem desirable.

D. To borrow money for any purposes connected with the protection, preservation or improvement of my estate or of any trust created hereunder whenever they shall deem such action advisable.

E. To vote in person or by general or limited proxy, with or without power of substitution, with respect to any shares of stock or other securities held by them, and to consent, directly or through a committee or other agent, to the reorganization, consolidation, merger, dissolution or liquidation of any corporation in which my estate or any trust may have any interest, or to the sale, lease, pledge or mortgage of any property by or to any such corporation;

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and to make any payments and to take any step which they may deem necessary or proper to obtain the benefit of any such transaction.

F. To administer my estate and the trusts hereunder in accordance with the provisions of the Maryland "Revised Uniform Principal and Income Act" in force and effect from time to time, except that I direct that all so-called capital gains dividends from regulated investment companies shall be allocated to principal, notwithstanding said Act may in the future otherwise provide.

G. To pay, compromise, compound, extend, modify, renew, adjust, submit to arbitration, sell or release any claims or demands of my estate or any trust hereunder against others or of others against my estate or against my estate or against any such trust as they shall deem advisable and to make any payments in connection therewith.

H. To create reserves out of income to insure prompt payment of taxes or assessments, repairs, general or special and other obligations, and to restore to income such reserves as may be unused.

I. To advance money for the protection of the trust or trusts and for all expenses, losses and liabilities incurred in or about the execution or protection of any such trust or because of the holding or ownership of any property subject thereto. For all such advances, the Trustees shall have a lien on the trust property and may reimburse themselves with interest

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therefor out of the trust property.

J. To receive other property or any type acceptable to the Trustees, including, but not by way of limitation, life insurance proceeds, which may be devised, bequeathed, assigned, granted, conveyed or made payable to the Trustees by me, my said wife, or by any other person, to be added to and administered in accordance with the then applicable provisions of the trust or trusts hereunder; provided, however, if more than one trust is then being administered hereunder, my said wife or such other person may specify, in the instrument of transfer, among which trusts, and in what proportions such property shall be allocated.

K. To make divisions or distributions of all or any part of the assets of my estate or of any trust in money or in kind, or partly in money and partly in kind, including real estate, and to cause any share, part or portion of my estate or any such trust to be composed of property different in kind from any other share, part or portion; and for the purposes of such allotment the judgment of my Executors or my Trustees concerning the propriety thereof and the relative value for the purpose of division or distribution of the property so allotted shall be binding and conclusive on all persons interested therein.

L. To execute, acknowledge and deliver any and all instruments in writing which my Executors or

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my Trustees may deem advisable to carry out any of the foregoing powers, including the power to indicate any division or distribution of my estate or of any trust by deeds or other writings or instruments recorded among the public records of any jurisdiction where any such property may be located. No party to any such instrument in writing signed by my Executors or my Trustees shall be bound to see to the application by them of any money or other consideration paid or delivered to them pursuant to the terms of such instrument.

M. To treat my entire Residuary Trust as a common fund for the purpose of investment, notwithstanding any provision herein for division thereof into shares or separate trusts.

N. To decide with absolute discretion whether disbursements by my Executors shall be taken as estate tax or income tax deductions, and to elect annual accounting periods; all such decisions and elections shall be final and conclusive upon all persons interested hereunder whether or not the amount of their respective interests or shares are thereby affected.

O. My Trustees shall be authorized and empowered to collect and receive the proceeds of all life insurance on my life payable to my Trustees under this Will and the receipt of my Trustees for any sum or sums so paid shall be a full and complete discharge to the Insurance Company or Companies with respect thereto.

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P. My Executors and my Trustees, while acting in good faith, shall not be liable or held responsible for any loss or depreciation in the value of my estate or of any trust created hereunder, but shall be liable only for loss resulting from their own willful default or gross negligence.

Q. I direct that all powers herein granted shall last beyond the termination of the trust or trust herein created until a complete and final distribution of all assets held hereunder shall be made.

R. Income in respect of a decendent shall not be allocated to the Marital Deduction portion unless in no other way can my estate be afforded the benefit of the maximum marital deduction.

ITEM VI. Anything in this Will to the contrary notwithstanding, and whether or not any reference is made in any other provision of this Will to the limitations imposed by this ITEM VI, my Executors shall not have or exercise any authority, power or discretion over the assets constituting the Marital Deduction portion, nor shall any payment or distribution by my Executors prevent my estate from receiving the benefit of the maximum marital deduction.

ITEM VII. All estate, inheritance and transfer taxes (including interest and penalties thereon, if any), payable with respect to all property includible in my gross estate or taxable by reason of my death, whether or not such property passes under this Will and whether such taxes are payable by my estate or by the recipient of any such property (including inheritance taxes which may be prepaid by or on behalf of any person having a contingent or remainder interest therein, if my Executors deem it

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advisable to prepay such taxes), shall be paid out of the principal of my Residuary Estate remaining after the payment of the Marital Deduction portion and my Executors shall not be entitled to recover from any person therefor.

ITEM VIII. If my wife, Mary Massey Coppage, shall die simultaneously with me or under such circumstances that it is impossibl or there is no sufficient proof, to determine who predeceased the other, I direct that my wife shall be deemed to have survived me and that the provisions of this Will shall be construed upon that presumption, notwithstanding the provisions of any law establishing a different presumption or order of death.

ITEM IX. I nominate, constitute and appoint my Attorneys, William D. Gould and John C. Evelius, as Executors of this my Will.

A. I direct that my Executors and Trustees be excused from bond.

B. It is not my intention that the trust hereby created shall be administered under the supervision of a Court of Equity, and in the event that my Trustees shall at any time apply to any Court of competent jurisdiction for any purposes whatsoever in connection with any such trust or the provisions of this my Will, it is my intention that such Court shall have jurisdiction of the specific matter in question and shall not take jurisdiction over such trust and/or any other trusts unless requested so to do by my Trustees.

C. Any Personal Co-Executor or Co-Trustee at any time or from time to time acting hereunder may be an employee, officer, director of, stockholder of, or otherwise interested in, any corporation in the stock or other

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securities of which any part of my estate or of any trust hereunder may at any time or from time to time be invested, and may participate in the making of new investments in such stocks or other securities, and such Personal Co-Executor or Co-Trustee shall be entitled to receive and retain, without accountability to anyone therefor, any compensation, emoluments, or profits which he or she may derive from his or her employment by, connection with, or interest in any such corporation.

E. My Co-Executors, and my Co-Trustees, respectively, shall at all times act as custodians of all moneys, securities and properties constituting my estate or the trusts hereinbefore created, and all receipts and disbursements shall be made by it.

F. All powers (discretionary or otherwise) and all duties and immunities herein conferred or imposed upon the Executors and upon the Trustees shall be appurtenant to each respective office and shall devolve respectively, upon the remaining Executor or upon any person or corporation appointed to administer my estate, and upon any surviving, remaining or successor Trustees, or Trustee; provided, however, that if my said wife, or any other beneficiary hereunder, whether vested or contingent, shall be or become an Executor or Administrator of my estate or a Trustee of any trust or trusts created hereunder, she or he shall not have any discretionary power with respect to the payment or non-payment of any sums out of the income from or principal of my estate or of any trust hereunder, but all such discretionary powers granted by this, my Will, with

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BALTIMORE, MD. 21201

respect to such payments shall vest solely in an Executor and in a Trustee or Trustees who shall never be or become a beneficiary hereunder.

G. My Trustees shall be entitled to receive commissions at the rate from time to time provided by law and to receive reasonable additional compensation for services of any unusual nature, such as investigations relating to payments to be made in the exercise of discretion conferred hereunder, and other unusual services of whatever nature not incidental to the normal management and administration of the trust estate.

H. In the event any proceeds of insurance policies on my life are payable to the Trustees under this my Will, I hereby direct my Trustees to collect and receive such sum or sums and hold or distribute the same in accordance with ITEM III or other pertinent Items of this, my Will, hereof, as my Trustees may be directed by my Executors, it being the responsibility of my Trustees to notify my Executors promptly of all insurance proceeds which to their knowledge are directly paid or payable to the Trustees.

I. If any individual Trustee, while acting as Co-Trustee hereunder, shall at any time be so ill or incapacitated as to be unable to signify approval or disapproval of any action, or if his whereabouts be unknown, or be not readily accessible, in any such event, my remaining Trustee or Trustees, as the case may be, in his or their sole and absolute discretion, may take such action

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as he or they deem advisable. The decision of the Trustee or Trustees in this regard shall be without liability upon him or them and shall be conclusive and binding upon all persons interested in the trusts and all persons dealing with it.

IN WITNESS WHEREOF, I, JOHN H. COPPAGE, have hereunto subscribed my name and affixed my seal this 28th day of 28th May, 1971.

JHC (SEAL)
John H. Coppage

SIGNED, SEALED PUBLISHED and DECLARED by the above named Testator, John H. Coppage, as and for his Last Will and Testament, in the presence of us, who at his request, in his presence and in the presence of each other, hereunto subscribe our names as witnesses.

John Dowd Address 1100 One Charles Ctr

Susan Dale Shu Address 1100 One Charles Ctr

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BALTIMORE, MD. 21201

LAST WILL AND TESTAMENT

OF

D. EDGAR HURLOCK

I, D. EDGAR HURLOCK, of Church Hill, Queen Anne's County, State of Maryland, being of sound and disposing mind and memory, do hereby make, publish and declare this to be my LAST WILL AND TESTAMENT, hereby revoking all former Wills by me heretofore made.

FIRST: It is my will that all my just debts and funeral expenses be fully paid as promptly as may be practicable after my death and that my Personal Representative, hereinafter named, provide at the expense of my estate and erect a suitable monument to perpetuate my memory in the minds of my family and friends, and I do hereby authorize my Personal Representative, hereinafter named, to expend such sums as he, in his sole discretion, may deem proper for my funeral and interment.

SECOND: I hereby give, devise and bequeath all of my property, real, personal and mixed, of whatsoever nature and wheresoever located, to my wife, GERTRUDE M. HURLOCK, to have and to hold as her property absolutely.

THIRD: The interest given to my wife, GERTRUDE M. HURLOCK, in Paragraph Second is contingent that she survive me for thirty (30) days, otherwise, I hereby give, devise and bequeath all of my property, real, personal and mixed, of whatsoever nature and wheresoever located, to my son, RICHARD EDGAR HURLOCK, to have and to hold as his property absolutely.

FOURTH: I have made no provision in this my LAST WILL AND TESTAMENT for my son, PHILIP MERRICK HURLOCK, for the reason that

PLAINTIFF'S EXHIBIT I

I feel my wife and I during our joint lives adequately provided for him. The omission to provide for PHILIP MERRICK HURLOCK in this my LAST WILL AND TESTAMENT is deliberate and not through inadvertence.

FIFTH: I hereby nominate, constitute and appoint my son, RICHARD EDGAR HURLOCK, to be the Personal Representative of this my LAST WILL AND TESTAMENT, to act without the necessity of giving bond except as may be required by law.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal this 16th day of June, 1976.

D. Edgar Hurlock (SEAL)
D. EDGAR HURLOCK

The foregoing instrument, consisting of one and one-half typewritten pages, was on this 16th day of June, 1976, subscribed at the end thereof, by D. EDGAR HURLOCK, the above-named TESTATOR, and by him signed, sealed, published and declared to be his LAST WILL AND TESTAMENT, in the presence of us and each of us, who thereupon, at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as attesting witnesses.

NAME	ADDRESS
Connie Watson	Queen Anne, Maryland
Joan K. Anthony	Hurlock, Maryland 21643

SON, JR.
AW
21617

IN THE MATTER OF

D. Edgar Hurlock
deceased

BEFORE THE REGISTER OF WILLS FOR

Queen Anne's County

ADMINISTRATIVE PROBATE ORDER

Upon the foregoing Petition, on appropriate bond having been filed herein, it is this 9th day of June, 19 77,

ORDERED that Richard Edgar Hurlock be and he is hereby appointed personal representative of the estate of D. Edgar Hurlock and further

ORDERED that the Will accompanying the foregoing Petition be and it is hereby admitted to probate as the Will of the aforenamed decedent.

Madlyn E. Watson
Register of Wills

RW 4A

LIBER 14 PAGE 722

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 D. Edgar Hurlock, late of Queen Anne's County, deceased,

as filed and passed in this office on June 9, 1977

and recorded in Liber M.E.W. No. 2 Folio 376

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 16th day of August 1979.

Madlyn E. Wootten

Register of Wills for Queen Anne's County, Maryland

IN THE NAME OF GOD, AMEN

I, CHARLES N. LIPP, of 179 Lee Avenue, in the Township of Pennsville, County of Salem and State of New Jersey, being of sound and disposing mind, memory and understanding, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking any and all Wills or other instruments of a testamentary nature heretofore made by me, in the manner following, that is to say:

FIRST: I hereby order and direct my Executor hereinafter named to pay all of my just debts and funeral expenses, as well as any and all inheritance taxes that may be levied hereunder, as soon as conveniently may be after my death. I order and direct that all inheritance taxes shall be paid as an administration expense.

SECOND: It is my desire that the insurance moneys from my $1,500.00 duPont non-contributory employee policy, in which Luther C. Lipp is designated as beneficiary, shall be used by him for my funeral expenses.

THIRD: I give and bequeath all of my household furniture and furnishings unto my wife ELLA JEANNETTE LIPP, absolutely.

FOURTH: All the rest, residue and remainder of my estate, whether real, personal or mixed, which I shall own at the time of

PLAINTIFF'S EXHIBIT J

my death, or to which I may be entitled, and wheresoever situate, I give, devise and bequeath unto the following persons, in the shares indicated, per stirpes and not per capita, absolutely and in fee:

(a) One-third (1/3) unto my wife ELLA JEANNETTE LIPP.

(b) One-sixth (1/6) unto my daughter HAZEL MAY BULL.

(c) One-sixth (1/6) unto my son PAUL E. LIPP.

(d) One-sixth (1/6) unto my son LUTHER C. LIPP.

(e) One-sixth (1/6) unto my son CHARLES A. LIPP.

LASTLY: I hereby nominate, constitute and appoint my son CHARLES A. LIPP as Executor of this my Last Will and Testament, hereby vesting in said Executor power to sell, at either public or private sale, any real estate of which I may die seized, and to deliver to the purchaser or purchasers thereof sufficient conveyance in the law therefor, without any responsibility on the part of the purchaser or purchasers thereof to see to the proper application of the proceeds of the sale. No bond shall be required for the Executor.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this - 29th - day of August, 1969.

Charles N. Lipp (SEAL)
Charles N. Lipp

SIGNED, SEALED, PUBLISHED and DECLARED by the said CHARLES N. LIPP, the Testator, as and for his Last Will and Testament, in our presence, who, at his request, in his presence, and in the presence of each other, all three being present at the same time, and the Testator signing first, have hereunto subscribed our names as witnesses.

Donald L. Masten
Donald L. Masten
158 West Main Street
Penns Grove, New Jersey

Mary E. Mayer
Mary E. Mayer
158 West Main Street
Penns Grove, New Jersey

State of New Jersey

County of Salem

I, Samuel McWilliams, Jr., Surrogate and ex-officio clerk of the Salem County Court, Probate Division, of the County of Salem, do hereby certify that the foregoing is a true copy of the LAST WILL AND TESTAMENT OF CHARLES N. LIPP, DECEASED

as the same remain on file and recorded in the Surrogate's Office of the County of Salem, in Book NO. 46 *of* WILLS, *page* 885 & c.

In testimony whereof I have hereunto set my hand and affixed my official seal, at Salem, this twenty-first *day of* September, *A. D. 1979.*

SURROGATE

LIBER 14 PAGE 725

W0-9258

LAST WILL AND TESTAMENT

OF

HILDA WILLIS CALLAWAY

I, HILDA WILLIS CALLAWAY, of Arlington County, Virginia, being of sound and disposing mind, memory and understanding, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking any and all Wills and Codicils thereto by me at any time heretofore made.

FIRST: I direct that all my just debts and funeral expenses be paid as soon after my death as may be conveniently possible in the sole discretion of my Co-Executrices hereinafter named.

SECOND: I give, devise and bequeath all of my estate, real, personal and mixed, wheresoever situated, whether now owned by me or hereafter acquired to my husband, ELBERT MAYO CALLAWAY.

THIRD: Should my said husband, ELBERT MAYO CALLAWAY, predecease me, or should his death occur in such a manner that it cannot be determined otherwise than that he died simultaneously with me, I give, devise and bequeath all of my estate, real, personal and mixed, wheresoever situated, whether now owned by me or hereafter acquired, in equal shares, share and share alike, to my children, FAY CALLAWAY MORRISSON, GAY CALLAWAY YELVERTON, CHARLES MILTON CALLAWAY and KAY CALLAWAY SPINKS.

FOURTH: I nominate, constitute and appoint my daughters, FAY CALLAWAY MORRISSON, and GAY CALLAWAY YELVERTON, Co-Executrices of this, my Last Will and Testament, and hereby direct that no bond, surety, appraisal, inventory nor accounting shall be required of them.

PLAINTIFF'S EXHIBIT K

GIVEN under my hand and seal this 10th day of June, 1971.

Hilda Willis Callaway (SEAL)
HILDA WILLIS CALLAWAY

SIGNED, SEALED, PUBLISHED and DECLARED by the above named Testatrix as and for her Last Will and Testament, in our presence, who, in her presence, at her request, and in the presence of each other, have hereunto subscribed our names as witnesses this 10th day of June, 1971.

WITNESSES:

Alta G Parker residing at 3824-N-24th St.
Arl. Va. 22207

[illegible] residing at 3524 N 24th St
Arl Va 22207

[illegible] residing at 5716 N. Wakefield St,
Arl, Va. 22207

A COPY,

TESTE: DAVID A. BELL, Clerk

By [illegible]
Deputy Clerk

LIBER 14 PAGE 728

Last Will and Testament

OF

MARY E. M. COPPAGE

I, MARY E. M. COPPAGE, of Church Hill, Queen Anne's County, Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this to be my Last Will and Testament, in manner following, that is to say:

After the payment of all my just debts and funeral expenses, I give, devise and bequeath all of my estate and property as follows:

ITEM 1. I do hereby give and bequeath unto Church Hill Methodist Church the sum of FIVE HUNDRED DOLLARS ($500.00) to use as they see fit and proper.

ITEM 2. I do hereby give and bequeath unto Carol Louise Coppage, daughter of William and Jane Coppage, my diamond ring, and my neck chain with small diamond, absolutely.

ITEM 3. I do hereby give and bequeath unto Alyce Ann Coppage, daughter of Alton and Marie Coppage, my gold bracelet, absolutely.

ITEM 4. I do hereby give and bequeath unto my great niece, Lynda Faye Newton, my glass fruit dish which belonged to my Mother, absolutely.

ITEM 5. I do hereby give and bequeath unto Marguerite Kimbles, my diamond ring and neck locket given me by my Aunt Margaret Newnam, absolutely.

ITEM 6. I do hereby give and bequeath all of my household furniture, appliances and other personal property located in my residence in Church Hill unto my sister, Edith M. Thompson, absolutely.

ITEM 7. I do hereby give and devise my residence property in Church Hill, and the land on which it stands, unto my sister, Edith M. Thompson, absolutely and in fee simple.

ITEM 8. All the rest, residue and remainder of my said estate, real, personal and mixed, wherever found or situated, of which I die, seized and possessed, unto my dear sister, Edith M. Thompson, if she survives me; in the event my said sister, Edith M. Thompson, pre-deceases me, I give, devise and bequeath all of my said estate, after the payment thereout of all expenses incident to the administration of my estate, including all taxes, court costs and related charges, to be divided equally between the Church Hill Methodist Church and the Kent and Queen Anne's Hospital.

ITEM 9. I do hereby constitute and appoint my said sister, EDITH M. THOMPSON, and my attorney, EDWARD TURNER, or the survivor of them, to be the Executors of this my Last Will and Testament, hereby revoking all other Wills and Testaments heretofore made by me, and it is my wish and desire and I hereby direct that they shall be excused from the necessity of giving bond for the performance of their duties other than the nominal bond required by law.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal, this 27th day of May, 1970.

Mary E. M. Coppage (SEAL)
Mary E. M. Coppage

SIGNED, sealed, published and declared by the above named Testatrix, MARY E. M. COPPAGE, as and for her Last Will and Testament, in the presence of us, who, at her request, in her presence, and in the presence of each other, have hereunto subscribed our names and as witnesses hereto:

Virginia A. White	Centreville, Maryland
Name	Address
Lucy Blackiston	Crumpton, Maryland
Name	Address

PLAINTIFF'S EXHIBIT L

I, MARY E. M. COPPAGE, of Church Hill, Queen Anne's County, Maryland, being of sound and disposing mind, memory and understanding, having heretofore made my LAST WILL AND TESTAMENT, bearing date May 27, 1970, which said Last Will and Testament I desire to alter as herein expressed, now, therefor, I do make, publish and declare this to be the FIRST CODICIL to my said Last Will and Testament, in manner following, that is to say:

FIRST: I hereby revoke the paragraph entitled ITEM 2 and I substitute therefor the following:

ITEM 2. I do hereby give and bequeath unto my godchild, Connie Coppage Smith, daughter of Franklin Coppage, my large diamond ring and my gold necklace with the diamond chip, absolutely.

SECOND: In all other respects I ratify and confirm my Last Will and Testament of May 27, 1970.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16th day of April, 1975.

Mary E. M. Coppage (SEAL)
Mary E. M. Coppage

SIGNED, SEALED, PUBLISHED AND DECLARED by the above named Testatrix, MARY E. M. COPPAGE, as and for a FIRST CODICIL to her Last Will and Testament dated May 27, 1970, in the presence of us, who, at her request, in her presence, and in the presence of each other, have subscribed our names as witnesses thereto.

Virginia D. Hill Name	Centreville, Maryland 21617 Address
Bobbie W. Porter Name	Chestertown, Maryland 21620 Address

IN THE MATTER OF

MARY E. M. COPPAGE
deceased

BEFORE THE REGISTER OF WILLS FOR

QUEEN ANNE'S COUNTY

ADMINISTRATIVE PROBATE ORDER

Upon the foregoing Petition, an appropriate bond having been filed herein, it is this 6th day of April, 19 76,

ORDERED that Edith L. Thompson and Edward Turner they are be and ~~is~~ hereby appointed personal representatives of the estate of Mary E. M. Coppage

and further

ORDERED that the Will and Codicil accompanying the foregoing Petition be and it is hereby admitted to probate as the Will of the aforenamed decedent.

Marilyn E. Wharton
Register of Wills

RW 4A

LIBER 14 PAGE 729

LIBER 14 PAGE 730

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 Mary E. M. Coppage, late of Queen Anne's County, deceased,

as filed and passed in this office on April 6, 1976

and recorded in Liber M.E.W. No. 2 Folio 115

in Record Book of Wills

in the Orphans' Court for Queen Anne's County, Maryland.

ORPHANS' COURT · QUEEN ANNE'S CO. MD.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 16th day of August 1979.

Madlyn E. Wooters

Register of Wills for Queen Anne's County, Maryland

Wills
Liber 2 L.C.2 page 184

WILL. Form No. 131 LUCAS BROS., INC., BALTIMORE, MD.

LIBER 2 PAGE 184

In the Name of God, Amen

I, J. Frank Coppage of Great Mills, Maryland,

being of sound and disposing mind and memory, and considering the uncertainty of this life, do make, publish and declare this to be my last Will *and* Testament, *as follows: First, after my lawful debts are paid, I give,* devise and bequeath:

I. Unto my wife, Leona M. Coppage:

(a). The new farm implement building situate on the Southwest side of Maryland Route #5 at Great Mills, Maryland, together with the land on which same is situate (it being the same parcel of land purchased from Lillian Stevens) together with all stock, equipment, trucks, tractors, farm implements and machinery, DeSoto automobile, and personalty on said premises.

(b). The mortgage I now hold against Emma Condon on her real estate in the approximate amount of Four thousand dollars ($4,000.00), together with interest due on same; said real estate being in the Eighth Election District of St. Mary's County, Maryland.

(c). The mortgage I now hold against the Coppage heirs on Windmill Point property in the approximate amount of Seven thousand dollars ($7,000.00), together with interest due on same.

(d). The mortgage I now hold against the Mathias Aud property in the approximate amount of Four thousand dollars ($4,000.00), together with interest due on same.

(e). One War Bond which matures this November in the amount of Five thousand dollars ($5,000.00).

(f). All monies and proceeds from my bank accounts, whether savings or checking accounts, in my name individually or jointly held accounts with my wife Leona M. Coppage.

II. Unto Mary Calloway the sum of Fifty Dollars ($50.00)

III. Unto my sister, Martha Coppage, the apartment building by Robert Goddard's house, and the dwelling Robert Goddard lives in, the realty on which same is situate, which realty consists of about one and one-half acres of land.

IV. All the rest and residue of my estate, real, personal or mixed, of every kind and nature, and wheresoever situate:

Unto Duke Coppage; my sister, Martha Coppage; my sister, Kattie Davis; and to the children of Herman Coppage (which children will share their father's share equally).

Certified to be a True Copy

Register of Wills for
St. Mary's County, Md.

PLAINTIFF'S EXHIBIT M

LIBER 14 PAGE 732

LIBER 2 PAGE 185

St. Mary's County, to-wit:

The 12th day of July 1955, there came Oliver P. Guynes and made oath in due form of law that he does not know of any Will or Codicil of J. Frank Coppage late of said county, deceased, other than the above instrument of writing, and that he received the same from the Testator on or about the 15th day of June 1955.

Sworn to before me,

Date of death July 4, 1955.

Test: Rosalie G. Clarke
Register of Wills for St. Mary's County, Maryland

St. Mary's County, ss.

On the 12th day of July 1955 came James C. Brown and Bruce Dyson Fike Jr. subscribing witnesses to the aforegoing last Will and Testament of J. Frank Coppage late of said County deceased, and made oath in due form of law, that they did see the Testator sign and seal this Will, that they heard him publish, pronounce and declare the same to be his last Will and Testament, 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 they together with J. Frank Coppage subscribed their names as witnesses to this Will in his presence at request of the Testator and in the presence of each other.

Certified by: Rosalie G. Clarke
Register of Wills for St. Mary's County, Maryland

St. Mary's County, ss.

On the ..... day of ..... 19..... came ..... and made oath in due form of law, that he is familiar with the handwriting of ..... subscribing witness to the aforegoing Will, and that the signature affixed thereto is, to the best of his knowledge and belief, the genuine signature of the said subscribing witness.

Certified by:

.....
Register of Wills for St. Mary's County, Maryland

In The Orphans' Court of St. Mary's County.

The Court, after having examined above last Will and Testament of J. Frank Coppage late of St. Mary's County, deceased, and also the evidence adduced as to its validity, Orders and Decrees this 12th day of July 1955 that the same be admitted in this Court as the true and genuine last Will and Testament of the said J. Frank Coppage deceased.

TEST:

Rosalie G. Clarke
Register of Wills

Joseph Allen Norris
Elgin E. Lattan
F. Sterling Ammann

Certified to be a True Copy

Registor of Wills for
St. Mary's County, Md.

LIBER 2 PAGE 186

I hereby appoint Oliver R. Guyther *to be Executor of this my last Will and Testament: hereby revoking all former Wills.*

In Witness Whereof, *I have hereunto subscribed my name, and affixed my seal, the* 15th *day of* June *in the year of our Lord, one thousand nine hundred* fifty-five.

WITNESSES:

Oliver R. Guyther
James C. Burch
Bruce Dyson

J. Frank Coppage

Subscribed by J. Frank Coppage the Testator named in the foregoing Will, in the presence of each of us, and at the time of making such subscription the above Instrument was declared by the said Testator to be his last Will and Testament, and each of us, at the request of said Testatator and in his presence and in the presence of each other, signed our names as witnesses thereto, at the end of the Will.

Oliver R. Guyther — Residing Leonardtown, Md.
James C. Burch — Residing Tall Timbers, Md.
Bruce Dyson — Residing Great Mills Md

Certified to be a True Copy

Register of Wills for
St. Mary's County, Md.

LIBER 14 PAGE 733

NORTH CAROLINA

CRAVEN COUNTY

I, D. R. Coppage, of Craven County, North Carolina, do make and ordain this my last Will and Testament in manner and form as follows, hereby revoking all former wills and codicils heretofore made by me:

ITEM I.

I direct that all my just debts, funeral expenses, including the cost of a suitable monument at my grave, and the costs of administration of my estate, be paid out of the assets of my estate as soon as practical after my death.

ITEM II.

I give, devise and bequeath to my beloved wife, Cassie Mae Coppage, if she should survive me, all my property, both real and personal, wherever situate.

ITEM III.

Whereas I am now the sole owner of a certain business enterprise which I operate at No. 148 Middle Street in the City of New Bern, North Carolina, under the name and style of Craven Grading Company, and if I own said business or any part thereof or any interest in any successor thereto, or any other business enterprise as sole proprietor, at the time of my death, I authorize my Executor hereinafter named, or any other person, firm or corporation that my said Executor may direct, to operate or continue the operation of any such businesses for so long as my said Executor shall deem it wise or expedient so to do.

PLAINTIFF'S EXHIBIT N

ITEM IV.

If my said wife, Cassie Mae Coppage, and I should die under such circumstances that there is not sufficient evidence to determine the order of our deaths, then it shall be presumed that she survived me, and my estate shall be administered and distributed in all respects in accordance with such presumption.

ITEM V.

I appoint my said wife, Cassie Mae Coppage, to be the Executrix of this my last Will and Testament, and I direct that no bond or surety be required of my said wife as executrix hereunder.

ITEM VI.

In the event that my said wife, Cassie Mae Coppage, does not survive me, I bequeath and devise all my property, real and personal, to the Wachovia Bank & Trust Company, a banking corporation of North Carolina with its principal office at Winston-Salem, North Carolina, as Trustee for the use and benefit of my five (5) children, to wit: Caroline C. Coppage, Merry Ann Coppage, Suzan Allyne Coppage, Cassandra R. Coppage and Dudley Ross Coppage, III, or such of them as may be living at the time of my death, for the uses and purposes hereinafter set out:

(a) To pay the net income from said trust to or for the benefit of my children, quarterly or at more frequent intervals in as nearly equal installments as possible; provided, however, that my said Trustee shall be and it is hereby authorized and empowered, in its sole discretion, to retain from said net income whatever proportion thereof my Trustee shall determine to be in excess of the reasonable requirements of my children.

(b) In the event that such net income shall in the opinion of the Trustee, when added to income of my said children from other sources, be insufficient at any time to provide properly for the support, maintenance and education of my said children in health and comfort, the Trustee is authorized to encroach upon the principal of the estate to the extent necessary to provide for such purposes, and the Trustee is further empowered to encroach upon the principal for the payment of emergency or extraordinary expenses incurred by or on behalf of the beneficiaries, as to all of which the discretion of the Trustee shall be determinative.

(c) This trust shall terminate as to each child's share at such time as that child shall reach the age of twenty-one (21), and at that time the Trustee shall pay over to such child, free of this trust, that child's equal share of the net assets then constituting this trust. In the event that any child shall fail to survive to the age of twenty-one (21), that child's share, at his or her death, shall be paid over by the Trustee to the issue of said deceased child per stirpes, or, if there be no issue of such child surviving, then the Trustee shall administer and dispose of such deceased child's share for the use and benefit of my remaining children in accordance with the provisions of this trust. Should none of my children survive to the age of twenty-one (21), and should there be no issue them surviving, then at the death of the last surviving child, any portion of this trust remaining undistributed shall be paid over, free of this trust, to the lawful heirs of my said children per stirpes.

ITEM VII.

The said Wachovia Bank & Trust Company as Trustee under this Will, shall have the following powers:

(1) To retain, continue, sell, liquidate, or otherwise dispose of any business or business interest, corporate or otherwise, which I may own at my death, and the Trustee is specifically empowered to take all

steps which it may deem necessary or advisable in connection with any such business or business interest and is to be exempt from any liability for any loss whatsoever for its acts or decisions in good faith relative thereto. The Trustee is authorized to loan or borrow money to or for such business or business interest or to or for any corporation representing the same and to vote the shares of stock in any such corporation in such manner as the Trustee may deem advisable.

(2) To hold and retain all or any part of any trust created hereby in the form in which same may be at the time of my decease, or at the time of the receipt thereof by my Trustee, as long as in the exercise of its discretion, it may consider such retention advisable.

(3) To sell and dispose of any personal property in any trust created hereby at public or private sale, upon such terms, including sales on credit, with or without security, in such manner, and at such prices, as it may in its discretion, determine.

(4) To invest and reinvest any funds in any trust created hereby, in any stocks, common or preferred, bonds, obligations, secured or unsecured, securities, mortgages, interests in any of the foregoing, and any other real or personal property of any kind or nature, without being limited or restricted to investments prescribed or authorized for Trustees by the laws of the State of North Carolina or any other State, it being my intention to give my Trustee the same power of investment and reinvestment which I might myself possess in the management of my property.

(5) To make any loans, either secured or unsecured, in such amounts, upon such terms, at such rates of interest, and to such persons, firms or corporations as in the exercise of its discretion it may determine.

(6) To sell, exchange, partition, or otherwise dispose of any and all real estate of which I may die seized, or which at any time may form part of any trust created hereby, either at public or private sale, and upon such terms and in such manner as in the exercise of its discretion it may determine; to mortgage any such property in such amounts and on such terms as in the exercise of its discretion it may determine; to lease any such property, for such term or terms, and upon such conditions and rentals, and in such manner, as in the exercise of its discretion it may determine, irrespective of whether the term of any such lease shall exceed the period permitted by law or the probable period of any trust created hereby, and to renew or modify any such leases; and to execute the necessary instruments and covenants to effectuate the foregoing powers; to make repairs, replacements and improvements, structural or otherwise, on any such property, and to charge the expense thereof to principal or income, as in the exercise of its discretion it may determine.

(7) To borrow money for any purpose in connection with the administration of any trust created hereby; to execute promissory notes, mortgages or other obligations for amounts so borrowed, and to secure the payment of any or all amounts so borrowed by mortgage or pledge of any property at any time forming part of any trust created hereby.

(8) To renew or extend the time of payment of any obligation, secured or unsecured, payable to any trust created hereby, for as long a period or periods of time, and on such terms, as in the exercise of its discretion it may determine, and to adjust, settle, compromise and arbitrate claims or demands in favor of or against any trust created hereby, upon such terms as in the exercise of its discretion it may determine.

(9) In respect of any securities forming part of any trust created hereby, to join in or become a party to any reorganization, readjustment, merger, voting trust, consolidation, or exchange, and to deposit any such securities with any committee, depository or trustee,

and to pay out of any trust created hereby any and all fees, expenses and assessments incurred in connection therewith and to charge the same to principal or income as in the exercise of its discretion it may determine; to exercise conversion, subscription, or other rights, and to receive and hold any new securities issued as a result of any such reorganization readjustment, merger, voting trust, consolidation, exchange or exercise of conversion or subscription rights; to vote upon any proposition or election at any meeting of stock or security holders, and to grant proxies, discretionary or otherwise, to vote at any such meeting; and generally to take any and all action in respect of any such securities as it might or could do as absolute owner thereof.

(10) Upon the occasion when it is required to distribute or divide the trust created hereby, to make such distribution or division in kind, or partly in kind and partly in money.

(11) To apportion extraordinary and stock dividends received by it between income and principal in such manner as in the exercise of its discretion it may determine.

(12) To employ attorneys, accountants, agents, custodians, clerks, investment counsel, and such other persons as it may deem necessary in the administration of any trust created hereby, and to make such payments therefor as it may deem reasonable and proper, and to delegate to such persons any discretion which it may deem proper.

(13) If any individual entitled to any legacy or benefit hereunder shall be a minor or be under other legal disability, I authorize said Trustee to pay or deliver the legacy or benefit to the legal guardian of such individual, if any, and if there be no legal guardian then to the person having custody of such individual, and the receipt of such guardian or custodian shall constitute a full acquittance of such Trustee with respect to the property or sums so delivered or paid.

(14) The powers herein granted may be exercised in whole or in part from time to time and shall be deemed supplementary to and not exclusive of the general powers of trustees pursuant to law and shall include all powers necessary to carry the same into effect.

ITEM VIII.

No person dealing with said Trustee shall be obligated to see to the application of any money, securities, or other property paid or delivered to it or to inquire into the expediency or propriety of any transaction or the authority of the Trustee to enter into and consummate the same upon such terms as it may deem advisable.

ITEM IX.

If my said wife, Cassie Mae Coppage, should predecease me, or for any reason not qualify as executrix hereunder, or having qualified, she shall resign, then and in such event the said Wachovia Bank & Trust Company shall act as the sole executor of my estate, and in such capacity shall possess and exercise all powers and authority herein conferred on my wife as executrix, and I direct that no bond or surety be required of said alternate executor.

IN WITNESS WHEREOF, I, D. R. Coppage, have set my hand and seal to this my last Will and Testament, this the 28th day of August, 1962.

D. R. Coppage (Seal)

Signed, sealed, published and declared by the said D. R. Coppage as and for his last Will and Testament in the presence of us who at his request and in his presence and in the presence of each other, do hereto subscribe our names as witnesses.

Helen B. Edwards

James E. Suyline

North Carolina
Craven County
I certify the foregoing to be a true copy as taken from the original records in this office.
This 9 day of October 1979.

Mary E. Bray
Deputy ~~Assistant~~ Clerk of Superior Court

File# 77-E-6
Film# 76-6-1374

Last Will and Testament

OF

WILLIAM FRANK COPPAGE

I, WILLIAM FRANK COPPAGE, of the County of Martin, State of North Carolina, do hereby revoke all former wills made by me and do hereby make, publish and declare this my Last Will and Testament, in manner and form as follows:

ITEM ONE

I will, devise and bequeath all of my property of every sort, both real and personal, unto my wife, MARY CHARLES GODWIN COPPAGE, absolutely and in fee simple and do hereby appoint her to be the Executrix of this Will to serve without bond and specifically give her complete authority to settle my estate in her discretion without the intervention of court orders or decrees.

ITEM TWO

If my said wife should predecease me, then, in that event, I will devise and bequeath all my property to my daughter, MARY ESTHER LIND COPPAGE, and to my son, CHARLES DUDLEY COPPAGE, per stirpes, share and share alike, and do appoint my said daughter to be the Executrix of this Will to serve without bond.

IN TESTIMONY WHEREOF, I, the said WILLIAM FRANK COPPAGE, have hereunto set my hand and seal to this, my Last Will and Testament, on the 4th day of ~~May~~ June, 1976.

William Frank Coppage (SEAL)
William Frank Coppage

SIGNED, SEALED, PUBLISHED and DECLARED by the said WILLIAM FRANK COPPAGE, to be his Last Will and Testament in the presence of us, who, at his request and in his presence and in the presence of each other, have hereunto subscribed our names as witnesses.

Katherine M. Moore	Williamston, N.C.
Benjamin F. Moore	Williamston, N.C.
[illegible]	Oxford, N.C.
James B. [illegible]	Durham, N.C.

NORTH CAROLINA — MARTIN COUNTY
I CERTIFY THE FOREGOING INSTRUMENT TO BE A TRUE COPY AS COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE.
THIS 22 DAY OF October, 1979
Martha M. Peele
CLERK OF SUPERIOR COURT

PLAINTIFF'S EXHIBIT O

LIBER 14 PAGE 741

Last Will and Testament

OF

EDITH M. THOMPSON

I, EDITH M. THOMPSON, of Church Hill, Queen Anne's County, State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this to be my Last Will and Testament, hereby revoking all other Wills and Testaments heretofore made by me, in manner following, that is to say:

After the payment of all my just debts and funeral expneses, including the erection of a suitable gravestone or marker at my grave site, I give, devise and bequeath my estate and property, as follows:

ITEM ONE. I do hereby give and bequeath unto my first husband's, Arthur Gilbert Miller, niece, Ibby Anne Williams and Edward Williams, her husband, or the survivor of them, of 7575 Old Hickory Lane, Cincinnati, Ohio 45243 , my tiffany set diamond ring, diamond weight approximately two carats, my glass Pitcher inlaid with silver and my round silver cake plate with the initial "M" in the middle, absolutely.

ITEM TWO. I do hereby give and bequeath unto my first husband's, Arthur Gilbert Miller, nephew, Norman C. Miller and Mollie Miller, his wife, or the survivor of them, of 5604 Ontario Circle, Washington, D. C. 20016, my Waltham watch which hangs in a frame, my cut glass celery dish with five saltcellars, and my oval set ring with two diamond chips, absolutely.

ITEM THREE. I do hereby give and bequeath unto my first husband's, Arthur Gilbert Miller, nephew, Robert F. Miller and Joan Miller, his wife, or the survivor of them, of 6747 Wilkins Avenue, Pittsburgh, Pennsylvania 15217, my large Seth Thomas Clock with the Sonora chimes, my large round cut glass dish, and my little finger ring set with one diamond chip, absolutely.

ITEM FOUR. I do hereby give and bequeath unto my second husband's, William Thompson, niece, Dawn Rae Mohsen, of Chestertown, Maryland, my wedding band which is set with diamonds, the diamond set man's ring, and the sum of ONE THOUSAND DOLLARS ($1,000.00), absolutely.

ITEM FIVE. I do hereby give and bequeath unto Edward Turner, of Centreville, Maryland, my amber and blue antique umbrella stand, absolutely.

ITEM SIX. All the rest, residue and remainder of my estate, of which I die, seized and possessed, or in any way entitled to, I direct be converted into cash, and I do hereby give and bequeath such cash derived from said conversion after the payment thereout of all expenses incident to the administration of my estate, including all taxes, court costs and related charges, unto the Church Hill Methodist Church to use as they see fit and proper.

ITEM SEVEN. I do hereby constitute and appoint Edward Turner and Sallie W. Bishton, or the survivor of them, to be the Personal Representatives or Personal Representative of this my Last Will and Testament and it is my wish and desire and I hereby direct that my said Personal Representatives or Personal Representative shall be excused from the necessity of giving bond for the performance of their,

PLAINTIFF'S EXHIBIT P

his or her duties as said Personal Representatives or Personal Representative. And in order to convert the rest, residue and remainder of my estate, real, personal and mixed unto cash as hereinabove set forth, I hereby authorize, direct and empower my Personal Representatives or Personal Representative to sell, at private or public sale, all my real and personal property (except that which has been heretofore specially bequeathed or devised). It shall not be necessary for my Personal Representatives or Personal Representative to obtain the approval of any Court for authority to sell, convey or otherwise dispose of my real, personal and mixed property as aforesaid.

ITEM EIGHT. It is my wish and desire and I hereby direct that my Personal Representatives or Personal Representative take care of the arrangements for my funeral at the Church Hill Funeral Home, that the funeral services be held at the Church Hill Methodist Church and that I be buried next to my late husband, William Thompson, in the Church Hill Cemetery.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 22nd day of October, 1976.

Edith M. Thompson (SEAL)
Edith M. Thompson

SIGNED, sealed, published and declared by the above named Testatrix, EDITH M. THOMPSON, as and for her Last Will and Testament, in the presence of us, who, at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses hereto:

Virginia S. White
Name - Virginia S. White

Cockeysville, Maryland 21617
Address

Sharon V. Jones
Name - Sharon V. Jones

Maydel, Maryland 21649
Address

IN THE MATTER OF

EDITH M. THOMPSON
deceased

BEFORE THE REGISTER OF WILLS FOR

QUEEN ANNE'S COUNTY

ADMINISTRATIVE PROBATE ORDER

Upon the foregoing Petition, on appropriate bond having been filed herein, it is this 3rd day of January, 19 77,

ORDERED that Edward Turner and Sallie W. Bishton they are be and ~~he~~ is hereby appointed personal representative~~s~~ of the estate of Edith M. Thompson

and further

ORDERED that the Will accompanying the foregoing Petition be and it is hereby admitted to probate as the Will of the aforenamed decedent.

Madlyn E. Wooters
Register of Wills

RW 4A

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 EDITH M. THOMPSON, late of Queen Anne's County, deceased

as filed and passed in this office on January 3, 1977

and recorded in Liber M.E.W. No. 2 Folio 253

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 25th day of September 19 79.

Madlyn E. Wooters

Register of Wills for Queen Anne's County, Maryland

LIBER 14 PAGE 745

LIBER 14 PAGE 746

Wm. DUNBAR GOULD	*	In The Circuit Court
Plaintiff	*	
vs.	*	for Queen Anne's County
JANIE D. MILLER, et. al.	*	
Defendants	*	Equity No. 6611

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

ORDERED, this 12th day of March, 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 Md. Rule 103 8.

Clayton Cooper

Judge

FILED MAR 13 1980
QUEEN ANNE'S COUNTY

Wm. DUNBAR GOULD Plaintiff	*	IN THE CIRCUIT COURT
vs.	*	FOR
JANIE D. MILLER, ET. AL. Defendant	*	QUEEN ANNE'S COUNTY Equity No. 6611

PETITION TO AMEND BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Wm. Dunbar Gould, by David C. Bryan, his solicitor, respectfully represents:

1. That paragraph 42 of the Bill of Complaint filed herein states that Hiram Snow Coppage departed this life without any heirs.

2. That the said Hiram Snow Coppage was, in fact, survived by his brother, John Hepburn Coppage who is referred to in paragraph 41 of the Bill of Complaint.

3. That George Ridgely, address unknown, and referred to in paragraph 51 of the Bill of Complaint, was inadvertently omitted as a named defendant although his unknown heirs, devisees or personal representatives are included as defendants.

4. That since the filing of the original Bill, your Petitioner has learned the address of defendants now listed as addresses unknown, namely: Steven Massey, address - 427 E. 69th Street, New York, New York 10021, and Alyce Ann Coppage, address - 2320 Wheystone Court, Vienna, Virginia 22180.

5. That no process has been issued in this matter.

Wherefore, your Petitioner prays your honors to allow the Bill of Complaint to be amended by interlineation.

And as in duty bound, etc.

David C. Bryan
David C. Bryan
Attorney for Complainant

ORDER

It is this 22nd day of april, 1980, by the Circuit Court for Queen Anne's County in Equity, ORDERED, that paragraph 42 of the Bill of Complaint filed herein be amended by interlineation to reflect that Hiram Snow Coppage left surviving him his brother, John Hepburn Coppage, who is referred to in paragraph 41 of the Bill of Complaint, and that George Ridgely, address unknown, be added as a named defendant, and that the address of Steven Massey at 427 E. 69th Street, New York, New York 10021, and the address of Alyce Ann Coppage at 2320 Wheystone Court, Vienna, Virginia 22180, be added, subject to the provisions of Md. Rule 320.

Marion C. Carey
Judge

Wm. DUNBAR GOULD Plaintiff	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	
	*	QUEEN ANNE'S COUNTY
JANIE D. MILLER, ET. AL. Defendant	*	Equity No. 6611

ORDER AS TO PROCESS

Mrs. Marguerite W. Mankin, Clerk:

Please issue summons for Maryland residents to be served by the appropriate Sheriff, and for non-residents of Maryland please issue service by registered mail pursuant to MR 107 a2.

Please defer issuance of any process against defendants with unknown addresses pending a petition for process under MR 111.

David C. Bryan
David C. Bryan
Attorney for Plaintiff

Wm. DUNBAR GOULD Plaintiff	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	
	*	QUEEN ANNE'S COUNTY
JANIE D. MILLER, ET. AL. Defendant	*	Equity No. 6611

PETITION FOR PROCESS
UNDER MARYLAND RULE 111 AGAINST DEFENDANTS
WHOSE WHEREABOUTS IS UNKNOWN

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Wm. Dunbar Gould, Plaintiff, by David C. Bryan, his attorney, moves your Honors to authorize that 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. As to the Defendants, Emma Blackstone and John Coppage, the undersigned Attorney attempted to locate them by telephone conversations with their sisters, Florence Unglesbee and Myrtle Frost, and also with their brother, Paul Coppage, without success.

2. As to the Defendant, George Ridgely, the undersigned Attorney attempted to locate him through his sister-in-law, Dorothy Holland, of Church Hill, Maryland, without success.

3. As to the Defendants, Clarence Orem Hurlock, Sarah Alvina Hurlock Summers, Leon Kenneth Hurlock, David Thomas Hurlock and Virginia Anne Hurlock, the undersigned Attorney attempted to locate them by telephone and written communication with their brother, Samuel George Hurlock, Sr., without success.

4. As to the Defendant, Charles Raynor, Sr., the undersigned Attorney attempted to locate him by telephone conversations with his sister-in-law, Marie H. Jester, and also by telephone and written communication with his nephew, Samuel George Hurlock, Sr., without success.

5. As to the Defendants Charles Raynor, Jr., Richard Raynor, Helen Raynor and J. Robert Lucas, the undersigned Attorney attempted to locate them by telephone conversations with their aunt, Marie H. Jester, and also by telephone and written communication with Samuel George Hurlock, Sr., without success.

6. As to the Defendant heirs, devisees and personal representatives of Mary Elizabeth C. (Mollie) Shahan, deceased, the undersigned Attorney attempted to locate such heirs by investigations of the records of the Orphans' Courts for Queen Anne's and Kent Counties, Maryland, and by interviews with various family memebers, without success.

7. As to the Defendant heirs, devisees and personal representatives of Sarah Matilda Coppage, deceased, the undersigned Attorney attempted to locate such persons by investigation of the records of the Orphans' Court for Queen Anne's County, Maryland, without success.

8. As to the Defendant heirs, devisees and personal representatives of Samuel T. Coppage, deceased, the undersigned Attorney attempted to locate such persons by investigation of

the records of the Orphans' Court for Queen Anne's County, Maryland, without success.

9. As to the Defendant heirs, devisees and personal representatives of Emaline Coppage, deceased, the undersigned Attorney attempted to locate such persons by investigation of the records of the Orphans' Court for Queen Anne's County, Maryland, without success.

10. As to the Defendant heirs, devisees and personal representatives of John Coppage, deceased, the undersigned attorney attempted to locate such persons by telephone conversations with his nephew, Paul Coppage, and his niece, Florence Unglesbee, without success.

11. As to the Defendant heirs, devisees and personal representatives of Foster Camille Coppage, deceased, and Bradley Coppage, deceased, the undersigned Attorney attempted to locate such persons by telephone conversations with their niece, Florence Unglesbee, and their nephew, Paul Coppage, without success.

12. As to the Defendant heirs, devisees and personal representatives of Hiram Snow Coppage, deceased, the undersigned Attorney attempted to locate such persons by investigation of the records of the Orphans' Court for Queen Anne's County, Maryland, without success.

13. As to the Defendant heirs, devisees and personal representatives of Margaret Raynor, deceased, the undersigned Attorney attempted locate such persons by investigation of the records of the Orphans' Court for Queen Anne's County, Maryland, and by telephone and written communication with her nephew, Samuel George Hurlock, Sr., without success.

14. As to the Defendant heirs, devisees and personal representatives of James E. Coppage, deceased, the undersigned Attorney attempted to locate such persons by telephone conversations with his brother, Paul Coppage, and his sister, Florence Unglesbee, without success.

15. As to the Defendant heirs, devisees and personal representatives of Mary Coppage Ridgely, deceased, the undersigned Attorney attempted to locate such persons by investigation of the records of the Orphans' Court for Queen Anne's County, Maryland, and written inquiry to the Register of Wills for the City of Wilmington, Delaware, without success.

WHEREFORE, your Petitioner respectfully prays your honors to pass an Order authorizing him to proceed against the Defendants whose whereabouts is unknown 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 is Inknown are true and correct.

David C. Bryan
Attorney for Plaintiff

Wm. DUNBAR GOULD Plaintiff	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
JANIE D. MILLER, ET. AL. Defendant	*	Equity No. 6611

ORDER

It is by the Circuit Court for Queen Anne's County, in Equity, this 22nd day of April, 1980, ORDERED, that the Clerk of this Court proceed against Emma Blackstone, John Coppage, George Ridgely, Clarence Orem Hurlock, Sarah Alvina Hurlock Summers, Leon Kenneth Hurlock, David Thomas Hurlock, Virginia Anne Hurlock, Charles Raynor, Sr., Charles Raynor, Jr., Richard Raynor, Helen Raynor, J. Robert Lucas, and the unknown heirs, devisees and personal representatives of Mary Elizabeth C. (Mollie) Shahan, deceased, Sarah Matilda Coppage, deceased, Samuel T. Coppage, deceased, Emaline Coppage, deceased, John Coppage, deceased, Foster Camille Coppage, deceased, Bradley Coppage, deceased, Hiram Snow Coppage, deceased, Margaret Raynor, deceased, James E. Coppage, deceased, and Mary Coppage Ridgely, deceased, and of the said Emma Blackstone, John Coppage, George Ridgely, Clarence Orem Hurlock, Sarah Alvina Hurlock Summers, Leon Kenneth Hurlock, David Thomas Hurlock, Virginia Anne Hurlock, Charles Raynor, Sr., Charles Raynor, Jr., Richard Raynor, Helen Raynor, J. Robert Lucas, and any other unknown heirs, devisees or personal representatives of Anna Coppage Downes, 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 within 50 feet of the boundary line facing west;

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.

Judge

Wm. DUNBAR GOULD Plaintiff	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	
	*	QUEEN ANNE'S COUNTY
JANIE D. MILLER, ET. AL. Defendant	*	Equity No. 6611

ORDER OF PUBLICATION

Ordered by the Circuit Court for Queen Anne's County: The Defendants, Emma Blackstone, John Coppage, George Ridgely, Clarence Orem Hurlock, Sarah Alvina Hurlock Summers, Leon Kenneth Hurlock, David Thomas Hurlock, Virginia Anne Hurlock, Charles Raynor, Sr., Charles Raynor, Jr., Richard Raynor, Helen Raynor, J. Robert Lucas, and the unknown heirs, devisees and personal representatives of Mary Elizabeth C. (Mollie) Shahan, deceased, Sarah Matilda Coppage, deceased, Samuel T. Coppage, deceased, Emaline Coppage, deceased, John Coppage, deceased, Foster Camille Coppage, deceased, Bradley Coppage, deceased, Hiram Snow Coppage, deceased, Margaret Raynor, deceased, James E. Coppage, deceased, and Mary Coppage Ridgely, deceased, and of the said Emma Blackstone, John Coppage, George Ridgely, Clarence Orem Hurlock, Sarah Alvina Hurlock Summers, Leon Kenneth Hurlock, David Thomas Hurlock, Virginia Anne Hurlock, Charles Raynor, Sr., Charles Raynor, Jr., Richard Raynor, Helen Raynor, J. Robert Lucas, and any other unknown heirs, devisees or personal representatives of Anna Coppage Downes, are hereby notified that Plaintiff, Wm. Dunbar Gould, has filed an action seeking a sale of the hereinafter described real estate free of all claims of the parties hereto and those claiming under them; a division of the proceeds of such sale among the owners according to their interests, publication of notice to the creditors of Mary Catherine Coppage Davis, Charles Noble Lipp, Hilda Willis Callaway, William L. Coppage, Mary Rebecca Coppage, James Edward Coppage, John Coppage, Foster Camille Coppage, Bradley Coppage, Wallace Coppage, Martha C. Jones, Ahdella G. Lipp Fallowfield, Estella E. Willis, Hiram Snow Coppage, Odden Coppage, Harry Ross Coppage, Samuel D. Hurlock, Margaret Raynor, James E. Coppage, Mary Coppage Ridgely, George Ridgely, George Herman Coppage, Clementin C. Coppage, Dudley Ross Coppage, Katherine R. Hurlock, Catherine Lucas Knott, Elizabeth Jane Coppage, James F. Hall, Samuel D. Hurlock John Benjamin Coppage, Dudley W. Coppage, Cora L. Coppage, Harry Ross Coppage, and John Dudley, and naming Emma Blackstone, John Coppage, George Ridgely, Clarence Orem Hurlock, Sarah Alvina Hurlock Summers, Leon Kenneth Hurlock, David Thomas Hurlock, Virginia Anne Hurlock, Charles Raynor, Sr., Charles Raynor, Jr., Richard Raynor, Helen Raynor, J. Robert Lucas, and the unknown heirs, devisees and personal representatives of Mary Elizabeth C. (Mollie) Shahan, deceased, Sarah Matilda Coppage, deceased, Samuel T. Coppage, deceased, Emaline Coppage, deceased, John Coppage, deceased, Foster Camille Coppage, deceased, Bradley Coppage, deceased, Hiram Snow Coppage, deceased, Margaret Raynor, deceased, James E. Coppage, deceased, and Mary Coppage Ridgely, deceased, and of the said Emma Blackstone, John Coppage, George Ridgely, Clarence Orem Hurlock, Sarah Alvina Hurlock Summers, Leon Kenneth Hurlock, David Thomas Hurlock, Virginia Anne Hurlock, Charles Raynor, Sr., Charles Raynor, Jr., Richard Raynor, Helen Raynor, J. Robert Lucas, and any other unknown heirs, devisees or personal representatives of Anna Coppage Downes, as Defendants, and stating that each Defendant's address is unknown.

The Bill of Complaint alleges:

1. That Anna Coppage Downes, widow, died January 18, 1935, a resident of Queen Anne's County, in the State of Maryland, intestate, leaving surviving her as heirs the following brothers and sisters or their descendants:

James Edward Coppage	(3) *
John Frank Coppage	(4)
Benjamin Luther Coppage	(5)
William Stephen Coppage	(6)
Mary Elizabeth C. (Mollie) Shahan	(7)
Sarah Matilda Coppage	(8)
Samuel T. Coppage	(9)
Irene Coppage Dudley	(10)
Martha C. Hall	(11)
Emaline Coppage	(12)
Enoch George Coppage	(13)
Katherine R. Hurlock	(14)
Hiram Coppage	(15)
Margaret H. Coppage	(16)

*Reference is made to the applicable paragraph of this Bill of Complaint for ease of understanding.

2. That said Anna C. Downes, formerly Annie Downs, died seized and possessed of a one-half interest as a tenant in common with Margaret H. Coppage (16), in certain real estate in the Town of Church Hill, Second Election District, Queen Anne's County, State of Maryland, by virtue of a deed from James E. Johns and Elizabeth A. Johns, his wife, dated January 6, 1908, and recorded among the land records of Queen Anne's County in Liber S.S. No. 4, folio 180, of which the original was filed as a part of the Bill, marked "Plaintiff's Exhibit A", and which real estate is more particularly described as follows, to wit:

ALL that lot or parcel of land situate on the east or right side of the public road running through said Town of Church Hill toward Chestertown, with a frontage on said road of forty-nine and one-half feet, more or less, and running back with a depth of two hundred sixty feet, more or less, to the property of Van Land Farms, Inc., formerly the property of D. Edgar Hurlock, being bounded on the north by the property of John E. Bailey, formerly the property of D. Thomas Hurlock, on the east by the property of the said Van Land Farms, Inc., formerly the land of the said D. Edgar Hurlock, on the south by the property of Allen Dickenson, formerly the property of Julia C. Clark, and on the west by the aforesaid public road, and being the southern half of the lot of land conveyed to James E. Johns by deed from Thomas J. Keating and B. Palmer Keating, Trustees, dated April 16, 1878, and recorded among the land records of Queen Anne's County in Liber J.W. No. 8, folio 289.

3. That said James Edward Coppage died sometime in the year 1910, a resident of St. Mary's County, in the State of Maryland, testate, and leaving the following seven (7) children as his only heirs at law:

Mary Rebecca Coppage	(17)
James Edward Coppage	(18)
John Coppage	(19)
Foster Camille Coppage	(20)
Bradley Coppage	(21)
Wallace Coppage	(22)
Martha C. Jones	(23)

4. That said John Frank Coppage died sometime in the year 1921, a resident of Queen Anne's County, in the State of Maryland, testate, leaving as his heirs at law his two (2) daughters:

Sarah Coppage	(24)
Margaret C. Seney	(25)

And that John Frank Coppage left also surviving him a widow, Eliza Jane Coppage who has since died, leaving her said daughters as her only heirs at law.

5. That said Benjamin Luther Coppage, widower, died sometime in the year 1915, intestate, a resident of Queen Anne's County, in the State of Maryland, leaving surviving him as heirs the following six (6) children:

Ahdela Gay Lipp Fallowfied	(26)
Benjamin Clay Coppage	(27)
Estella Elizabeth Willis	(28)
Joseph Earl Rolph Coppage	(29)
Odden Coppage	(30)
Noble Coppage	(31)

6. That said William Stephen Coppage died sometime in the year 1915, a resident of St. Mary's County, in the State of Maryland, testate, leaving as his only heirs at law his four (4) sons:

John B. Coppage	(32)
Dudley Waughop Coppage	(33)
William Guyther Coppage	(34)
Harry Ross Coppage	(35)

7. That said Mary Elizabeth (Mollie) Shahan and any heirs that may survive her are unknown to the Plaintiff.

8. That said Sarah Matilda Coppage was not listed among the distributees of the estate of her father, John Coppage, who died intestate, a resident of Queen Anne's County, in the State of Maryland, in 1898. Nor were any children of Sarah Matilda Coppage listed as distributees in the said proceeding. There are no records for her in the Orphans' Court for Queen Anne's County. It is believed that said Sarah Matilda Coppage died sometime prior to 1898 and without leaving any children surviving her.

9. That said Samuel T. Coppage was not listed among the distributees of the said estate of John Coppage, his father, nor were any children of Samuel T. Coppage in the Orphans' Court for Queen Anne's County, and any heirs that may survive him are unknown to your Petitioner.

10. That said Irene Coppage Dudley died sometime prior to 1898, a resident of Queen Anne's County, in the State of Maryland. Listed among the distributees of the said estate of John Coppage, her father, were her five (5) children:

Janie D. Miller	
Margaret Dudley	(36)
Mary Dudley	(37)
John Dudley	(38)
Hiram Dudley	

And that the said Irene Coppage Dudley was survived by her husband, William C. Dudley, who has since died. There are no records for Irene Coppage Dudley in the Orphans' Court for Queen Anne's County.

11. That said Martha C. Hall died sometime in the year 1924, a resident of Queen Anne's County, in the State of Maryland, testate, leaving as her only heirs at law her four (4) children:

James F. Hall	(39)
William C. Hall	
Anna R. Gould	(40)

John Hall survived his mother and died in 1927, leaving as his only heirs at law his said brothers and sister.

12. That said Emaline Coppage was not listed among the distributees of the said estate of John Coppage, her father, nor were any children of Emaline Coppage so listed. There are no records for Emaline Coppage in the Orphans' Court for Queen Anne's County. It is believed that said Emaline Coppage died sometime prior to 1898 and without leaving any children surviving her.

13. That said Enoch George Coppage died sometime in the year 1924, intestate, a resident of Queen Anne's County, in the State of Maryland, leaving surviving him as heirs the following two (2) children:

John Hepburn Coppage	(41)
Hiram Snow Coppage	(42)

And that the said Enoch George Coppage was survived also by his wife, Fannie S. Coppage, who has since died, leaving as her only heirs at law the above named children.

14. That the said Katherine R. Hurlock, widow, died February 23, 1942, intestate, a resident of Queen Anne's County, in the State of Maryland, leaving surviving her as heirs the following five (5) grandchildren:

Samuel D. Hurlock	(43)
Margaret Raynor	(44)
D. Edgar Hurlock, Jr.	(45)
Catherine Lucas Knott	(46)
Marie H. Jester	

15. That said Hiram Coppage died in or about the year 1863, intestate, a resident of Queen Anne's County, in the State of Maryland. He was, at the time of his death, still an infant, unmarried and childless.

16. That said Margaret H. Coppage died April 11, 1957, a resident of Queen Anne's County, in the State of Maryland, leaving a Will, dated September 10, 1946, admitted to probate on April 30, 1957, and recorded among the will records of Queen Anne's County in Liber E.E.C. No. 1, folio 506, of which a certified copy was filed as a part of the Bill, marked "Plaintiff's Exhibit B". Under Item Second of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to:

Anna R. Gould	(40)

17. That said Mary Rebecca Coppage died sometime about the year 1965, intestate and unmarried, a resident of Anne Arundel County, in the State of Maryland, leaving no children surviving her. She was unmarried.

18. That said James Edward Coppage, widower, died October 29, 1940, intestate, a resident of Queen Anne's County, in the State of Maryland. He left no children surviving him.

19. That said John Coppage died at a date and with a residence unknown to the Plaintiff. It is believed that he was unmarried and left no children surviving him.

20. That said Foster Camille Coppage died sometime in the years between 1960 - 1965, a resident of an unknown city or county in the State of California. It is believed that he left surviving him two (2) children. The names and addresses of the heirs of Foster Camille Coppage are not known by the Plaintiff.

21. That said Bradley Coppage died at a date and with a residence unknown to the Plaintiff. It is believed that he was unmarried and left no children surviving him.

22. That said Wallace Coppage, widower, died February 22, 1951, intestate, a resident of St. Mary's County, in the State of Maryland, leaving surviving him as his heirs the following children:

Florence Unglesbee
Myrtle Frost
James E. Coppage (47)
Wilmer Coppage
Paul Coppage
Robert Coppage
Elizabeth C. Arro
Emma Blackstone
John Coppage
Matilda Caltrider

23. That said Martha C. Jones died sometime in the year 1935, intestate, a resident of the City of Baltimore, in the State of Maryland, leaving as her heirs the following children:

Annabelle J. Hynson
Mary J. Francisco
Bertha J. Folk
Katherine Bodnar

24. That said Sarah Coppage, unmarried, died February 27, 1958, intestate, a resident of Kent County, in the State of Maryland, leaving surviving her as her only heir at law, her sister:

Margaret C. Seney (25)

25. That said Margaret C. Seney, widow, died July 9, 1966, a resident of Kent County, in the State of Maryland, leaving a Will dated May 24, 1961, admitted to probate on January 10, 1967, and recorded among the will records of said County in Liber E.R.B. No. 4, folio 453, a certified copy of which was filed as a part of the Bill, marked "Plaintiff's Exhibit C". Under Item X of said will, Testarix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to:

William Dunbar Gould, your Petitioner

26. That said Ahdela Gay Lipp Fallowfield, widow, died sometime in the year 1951, intestate, a resident of the City of Wilmington, in the State of Delaware, leaving surviving her as heirs the following three (3) children:

Edna P. Coffin
Hazel L. Cannon
Charles Noble Lipp (48)

27. That said Benjamin Clay Coppage died June 3, 1957, a resident of Queen Anne's County, in the State of Maryland, leaving a Will dated June 10, 1947, admitted to probate on June 25, 1957, and recorded among the will records of said County in Liber E.E.C. No. 1, folio 517, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit D". Under Item 1 of said Will, the Testator's estate, having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed to his wife, Lucy G. Coppage, for the term of her life. Lucy G. Coppage has since died. Under Item 4 of said Will, therefore, Testator's interest in the said real estate passed to the following residuary devisees:

Alton B. Coppage
Arthur L. Coppage
Mary Edna Baynard

28. That said Estella Elizabeth Willis, widow, died sometime prior to 1960, a resident of Talbot County, in the State of Maryland. There is no information on her death in the Talbot County Register of Wills office. She left surviving her as heirs the following four (4) children:

Benjamin C. Willis
Clarence M. Willis
Orville L. Willis
Hilda W. Callaway (49)

29. That said Joseph Earl Rolph Coppage died August 29, 1953, a resident of Queen Anne's County in the State of Maryland, intestate, leaving surviving him as heirs his wife and five (5) children:

Anna Mae Coppage (wife)
Estella C. Stowman
Benjamin L. Coppage
Charles C. Coppage
Anna Mae Roe
J. Frank Coppage

30. That said Odden Coppage, widower, died April 5, 1947, a resident of Queen Anne's County, in the State of Maryland. There is no information on the estate of Odden Coppage in the Queen Anne's County Register of Wills office. He left surviving him as heirs the following children:

William L. Coppage (50)
Dorothy Holland
Helen McGuire
Mary C. Ridgely (51)

31. That said Noble Coppage died sometime in the year 1947, a resident of Queen Anne's County, in the State of Maryland, leaving a Will dated April 2, 1947, admitted to probate on April 22, 1947, and recorded among the will records of said County in Liber N.S.D. No. 1, folio 456, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit E". Under said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the above described real estate passed to his wife, Mary Elizabeth Coppage, for life, with the power to consume the same, and any residue left after her death to his heirs at law. The said Mary Elizabeth Coppage departed this life on March 29, 1976. The heirs at law of the said Noble Coppage were:

Ahdela Gay Lipp Fallowfield (26)
Benjamin Clay Coppage (27)
Estella Elizabeth Willis (28)
Joseph Earl Rolph Coppage (29)
William L. Coppage (30) (50)
Dorothy Holland
Helen McGuire
Mary C. Ridgely (30) (51)
Mary Elizabeth Coppage, widow (52)

32. That said John Benjamin Coppage, widower, died January 23, 1952, a resident of St. Mary's County, in the State of Maryland, intestate, leaving surviving him as heirs his six (6) children as follows:

Mary Catherine Coppage Davis (54)
William Duke Coppage
John Frank Coppage (55)
Martha Priscilla Coppage
George Herman Coppage (56)
Mary Olive Coppage Callaway

33. That said Dudley Waughop Coppage died in the year 1947 a resident of St. Mary's County, in the State of Maryland, intestate, leaving surviving him as heirs the following four (4) children:

Margaret Minerva Davis
Charlotte Knighton
Dudley Ross Coppage (57)
William Franklin Coppage (58)

And that Cora L. Coppage, wife of Dudley Waughop Coppage, also survived him but has since died, intestate, leaving said four (4) children as her only heirs at law.

34. That said William Guyther Coppage, widower, died February 15, 1929, a resident of St. Mary's County, in the State of Maryland, testate, leaving his three (3) sons as his only heirs at law:

William Stephens Coppage
James Ashby Coppage
Francis Irvin Coppage, Sr.

35. That the said Harry Ross Coppage died August 11, 1949, a resident of St. Mary's County, in the State of Maryland, intestate, leaving surviving him as heirs his children as follows:

Charlotte Ellen Coppage Young
Gladys Coppage Hendrickson

And that Harry Ross Coppage was also survived by a wife who has since died, leaving her children as aforesaid as her only heirs at law.

36. That the said Margaret Dudley died January 4, 1975, a resident of Kent County, in the State of Maryland, leaving a Will dated September 8, 1971, admitted to probate January 13, 1975, and recorded among the will records of said County in Liber E.R.B. No. 7, folio 323, of which a certified copy was filed as a part of the Bill, marked "Plaintiff's Exhibit F". Under Item First of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the above described real estate passed to:

John Dudley (38)
Cora Dudley
as tenants by the entireties.

37. That said Mary Dudley died January 18, 1964, a resident of Kent County, in the State of Maryland, leaving a Will dated September 20, 1958, admitted to probate February 4, 1964, and recorded among the will records of said County in Liber E.R.B. No. 3, folio 294, filed as a part of the Bill marked "Plaintiff's Exhibit G". Under Item First of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to:

John Dudley (38)
Margaret Dudley (36)

38. That said John Dudley died April 8, 1977, a resident of Kent County, in the State of Maryland, leaving a Will which has not yet been admitted to probate. He left surviving him as heirs his wife and an adopted son as follows:

Cora Dudley - wife
John Dembeck - son

39. That said James F. Hall, widower, died sometime in the year 1972, a resident of Queen Anne's County, in the State of Maryland, intestate, leaving surviving him as heirs the following children:

James F. Hall, Jr.
Anna Hall Ross
Martha Hall Williams

And that said James F. Hall also left surviving him a grandson, the child of his deceased daughter, Elizabeth Green:

William F. Jarrell, III

40. That said Anna R. Gould, widow, died in January of 1976, a resident of Kent County, in the State of Maryland, intestate, seized and possessed of an undivided 57.407401% interest in said real estate, leaving surviving her as heir, her only child:

Wm. Dunbar Gould, your petitioner

41. That said John Hepburn Coppage died on August 29, 1975, a resident of Baltimore County, in the State of Maryland, leaving a Will dated May 28, 1971, of which a copy was filed as a part of the Bill marked "Plaintiff's Exhibit H". Under ITEM IV of said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed, in trust, to:

John C. Evelius, remaining trustee,

And that the beneficiaries of said trust are:

Mary Massey Coppage, surviving spouse, life tenant, and
St. Lukes Episcopal Church
Church of the Holy Apostles
Stephen Massey
Samuel Massey, Jr.
D. Edgar Hurlock (45)
Alyce Anne Coppage
William Dunbar Gould, remaindermen

42. That said Hiram Snow Coppage, unmarried, died in or about the year 1940. He left surviving him as his only heir at law, John Hepburn Coppage. His place of residence at the time of his death is unknown.

43. That said Samuel D. Hurlock, widower, died at a date not known by the Plaintiff, a resident of Queen Anne's County, in the State of Maryland, intestate, leaving as heirs the following children:

Samuel George Hurlock
Clarence Orem Hurlock
Sara Alvina Hurlock Summers
Leon Kenneth Hurlock
David Thomas Hurlock
Virginia Anne Hurlock

44. That said Margaret Raynor died at an unverified date. Her residence at the date of her death is unknown. She is believed to have left surviving her as heirs a husband and three (3) children:

Charles Raynor, Sr. - husband
Charles Raynor, Jr.
Richard Raynor
Helen Raynor

45. That said D. Edgar Hurlock, Jr., widower, died May 15, 1977, a resident of Queen Anne's County, in the State of Maryland, leaving a Will dated June 16, 1976, admitted to probate on June 9, 1977, and recorded among the will records of said County in Liber M.E.W. No. 2, folio 376, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit I". Under Item Third of said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the above described real estate passed to his son:

Richard Edgar Hurlock

And that Gertrude Hurlock, the wife of D. Edgar Hurlock, Jr., died May 7, 1977, predeceasing the Testator by eight days.

46. That said Catherine Lucas Knott, widow, died October 13, 1970, a resident of Kent County, in the State of Maryland, intestate, leaving surviving her as her only heir her son,

J. Robert Lucas

47. That James E. Coppage died at a date and with a residence unknown by the Plaintiff. It is believed that he left surviving him a wife and four (4) children, none of whose names and addressed are known by the Plaintiff.

48. That said Charles Noble Lipp died July 3, 1970, a resident of Salem County, in the State of New Jersey, leaving a Will dated August 29, 1969, and recorded among the will records of said County in Liber 46, folio 885, of which a certified copy was filed as a part of the Bill, marked "Plaintiff's Exhibit J". Under Item FOURTH of said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed to his residuary devisees as follows:

Jeanette Lipp (widow)	1/3
May Lipp Bull	1/6
Paul Lipp	1/6
Luther Carlton Lipp	1/6
Charles A. Lipp	1/6

49. That said Hilda Willis Callaway, widow, died August 8, 1971, a resident of Arlington County, in the State of Virginia, leaving a Will dated June 10, 1971, admitted to probate, and recorded among the will records of said County in Book 72, folio 152 (estate file # 9268), of which a certified copy was filed as a part of the Bill, marked "Plaintiff's Exhibit K". Under Item THIRD of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate described above passed to her four (4) children:

Charles M. Callaway
Fay C. Morrison
Gay C. Yelverton
Kay C. Spinks

50. That said William L. Coppage died April 27, 1974, a resident of Queen Anne's County, in the State of Maryland, leaving a Will dated January 25, 1957, not admitted to probate. A Small Estate was opened and letters were granted to Dorothy L. Coppage, the Testator's widow, (Small Estate # 116). By Item ONE of the non-probated will of William L. Coppage, as well as by Final Order passed June 11, 1974, in the said Small Estate, the Testator's interest in the real estate above described passed to:

Dorothy L. Coppage

51. That said Mary Coppage Ridgely died sometime in the year 1947 or 1948. There is no information on her in the Queen Anne's County Register of Wills office. She left surviving her a husband, George Ridgely, who died in the year 1974, in Wilmington, Delaware. She left no children surviving her. The heirs at law of George Ridgely are unknown.

52. That said Mary Elizabeth Coppage died March 29, 1976, a resident of Queen Anne's County, in the State of Maryland, leaving a Will dated May 27, 1970, admitted to probate on April 6, 1976, and recorded among the will records of said County in Liber M.E.W. No. 2, folio 115, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit L". Under Item 8 of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to her sister:

Edith M. Thompson (58)

53. That said Mary Catherine Coppage Davis, widow, died October 2, 1970, a resident of Anne Arundel County, in the State of Maryland, leaving a Will made jointly with her husband, Charles E. Davis, and dated January 8, 1967, and recorded among the will records of said County but not probated. No estate was opened for Mary Catherine Coppage Davis. She left surviving her as her only heirs at law the following children:

Elizabeth Davis Pruett
Frances Von Kennon
Charles B. Davis
Lucy Mae D. David

54. That said John Frank Coppage died July 4, 1955, a resident of St. Mary's County, in the State of Maryland, leaving a Will which was admitted to probate on July 7, 1955, and recorded among the will records of said County in Liber R.G.C. No. 2, folio 184, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit M". Under Item IV of said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed to his residuary devisees as follows:

William Duke Coppage	1/4	
Martha Priscilla Coppage	1/4	
Mary Catherine C. Davis	1/4	(53)
Elizabeth Bunch	1/8	
George H. Coppage, Jr.	1/8	

55. That said George Herman Coppage died October 8, 1948, a resident of St. Mary's County, in the State of Maryland, intestate, leaving surviving him as heirs the following children:

Elizabeth Bunch
George H. Coppage, Jr.

And that Celmentin C. Coppage, wife of George Herman Coppage, also survived him but has since died.

56. That said Dudley Ross Coppage died November 1, 1966, a resident of Craven County, in the State of North Carolina, leaving a Will dated August 28, 1962, admitted to probate on November 11, 1966, and recorded among the will records of said County, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit N". Under ITEM II of said will, Testator's estate having been solvent, fully administered and distributed. Testator's interest in the real estate above described passed to his wife:

Cassie Mae Coppage

57. That said William Franklin Coppage died December 29, 1976, a resident of Martin County, in the State of North Carolina, leaving a Will dated June 4, 1976, admitted to probate on January 13, 1977, (estate file #77-E-6) of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit O". Under Item One of said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed to his wife:

Mary Charles Godwin Coppage

58. That said Edith M. Thompson died in December of 1976, a resident of Queen Anne's County, in the State of Maryland, leaving a will dated October 22, 1976, admitted to probate on January 3, 1977, and recorded among the will records of said County in Liber M.E.W. No. 2, folio 253, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit P". Under ITEM SIX of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to her residuary devisee:

The Church Hill Methodist Church

59. That said lands cannot be divided without loss or injury to the parties entitled.

DEFENDANTS, EMMA BLACKSTONE, JOHN COPPAGE, GEORGE RIDGELY, CLARENCE OREM HURLOCK, SARAH ALVINA HURLOCK SUMMERS, LEON KENNETH HURLOCK, DAVID THOMAS HURLOCK, VIRGINIA ANNE HURLOCK, CHARLES RAYNOR, SR., CHARLES RAYNOR, JR., RICHARD RAYNOR, HELEN RAYNOR, J. ROBERT LUCAS, AND THE UNKNOWN HEIRS, DEVISEES AND PERSONAL REPRESENTATIVES OF MARY ELIZABETH C. (MOLLIE) SHAHAN, DECEASED, SARAH MATILDA COPPAGE, DECEASED, SAMUEL T. COPPAGE, DECEASED, EMALINE COPPAGE, DECEASED, JOHN COPPAGE, DECEASED, FOSTER CAMILLE COPPAGE, DECEASED, BRADLEY COPPAGE, DECEASED, HIRAM SNOW COPPAGE, DECEASED, MARGARET RAYNOR, DECEASED, JAMES E. COPPAGE, DECEASED, AND MARY COPPAGE RIDGELY, DECEASED, AND OF THE SAID EMMA BLACKSTONE, JOHN COPPAGE, GEORGE RIDGELY, CLARENCE OREM HURLOCK, SARAH ALVINA HURLOCK SUMMERS, LEON KENNETH HURLOCK, DAVID THOMAS HURLOCK, VIRGINIA ANNE HURLOCK, CHARLES RAYNOR, SR., CHARLES RAYNOR, JR., RICHARD RAYNOR, HELEN RAYNOR, J. ROBERT LUCAS, AND ANY OTHER UNKNOWN HEIRS, DEVISEES OR PERSONAL REPRESENTATIVES OF ANNA COPPAGE DOWNES, ARE HEREBY WARNED THAT FAILURE TO FILE AN ANDWER OR OTHER DEFENSE ON OR BEFORE JUNE 30 , 1980, MAY RESULT IN THE CASE PROCEEDING AGAINST HIM OR HER BY DEFAULT.

FILED

APR 22 1980

CIRCUIT COURT
QUEEN ANNE'S CO.

Marguerite W. Mankin

Marguerite W. Mankin, Clerk

LIBER 14 PAGE 764

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: JANIE D. MILLER
Downes Chapel
Smyrna, Delaware 19703

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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 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 No: 301-758-1643

Name:

Address:

Marguerite W. Marlin
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. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: ANNABELLE J. HYNSON
8655 Sylvan Avenue
Van Nuys, California 21400

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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 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 No: 301-758-1643

Name:

Address:

Marquette W. 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

LIBER 14 PAGE 766

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

HAZEL L. CANNON
19 DeVille Court, Apt. 4
Wilmington, DE 29808

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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 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 No: 301-758-1643

Name:

Address:

Marguerite W. Markin
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. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
MARY EDNA BAYNARD
321 Weiner Avenue
Harrington, Delaware 19952

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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 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 No: 301-758-1643

Name:

Address:

Marguerite W. Markin
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 14 PAGE 768

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
BENJAMIN C. WILLIS
111 North Pampano Beach Voulevard
Pompano Beach, Florida 33062

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, Maryland 21617
Telephone No: 301-758-1643

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

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
MARGARET MINERVA DAVIS
Rt. 1, Box 55
Pollocksville, North Carolina 38573

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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 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 No: 301-758-1643

Name:

Address:

Marguerite W. Maslen
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 14 PAGE 770

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
CHARLOTTE KNIGHTON
Vanceboro, North Carolina 28586

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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 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 No: 301-758-1643

Name:

Address:

Marguerite W. Maslin
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. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: WILLIAM F. JARRELL, III
1256 Tangerine Parkway, N.E.
Winterhaven, Florida 33880

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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 defenso on or beforo 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 No: 301-758-1643

Name: _____

Address: _____

Marguerite W. Moulton
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 14 PAGE 772

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: _____ M _____ Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
ANNA HALL ROSS
33 Skyline Drvie
East Hartford, Connecticut
06118

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, Maryland 21617
Telephone No: 301-758-1643

Name: _____

Address: _____

Marguerite W. Marlin
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. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: STEPHEN MASSEY
427 E. 69th Street
New York, New York 10021

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Mathias
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 14 PAGE 774]

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

ALYCE ANNE COPPAGE
2320 Wheystone Court
Vienna, Virginia 22180

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Markin
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. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

JEANNETTE LIPP
179 Lee Avenue
Pennsville, New Jersey 08071

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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 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 No: 301-758-1643

Name:

Address:

Marguerite W. Martin
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 14 PAGE 776

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
PAUL LIPP
J 31, Palmetto Trailer Park
Palmetto, Florida 33561

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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 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 No: 301-758-1643

Name:

Address:

Marguerite W. Markin
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. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

LUTHER CARLTON LIPP
179 Lee Avenue
Pennsville, New Jersey 08071

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
Address: 111 Lawyers Row, Centreville, Maryland 21617
Telephone No: 301-758-1643

Name: _____

Address: _____

Marguerite W. Maslin
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 14 PAGE 778

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
CHARLES A. LIPP
258 Wilson Avenue
Carney's Point, New Jersey
08023

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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 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 No: 301-758-1643

Name:

Address:

Marguerite W. Maslin
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. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
CHARLES M. CALLAWAY
2200 Beacon Lane
Falls Church, VA 22043

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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 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 No: 301-758-1643

Name:

Address:

Marguerite W. Martin
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 14 PAGE 780

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
FAY C. MORRISON
2904 Blue Robin Court
Herndon, Virginia 22070

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
Address: 111 Lawyers Row, Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Markin
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. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
GAY C. YELVERTON
38 Tower Drive
Darien, Connecticut 06820

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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 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 No: 301-758-1643

Name:

Address:

Marguerite W. Markiz
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 14 PAGE 782

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

KAY C. SPINKS
3121 Cobb Hill Lane
Oakton, Virginia 22124

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Margaretta W. Markin
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. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: CASSIE MAE COPPAGE
Box 846
New Bern, North Carolina 27892

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Martin
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 14 PAGE 784

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

MARY CHARLES GODWIN COPPAGE
700 Shcool Drive
Williamston, North Carolina 27892

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Markin
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

80493

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: WILLIAM C. HALL
Church Hill, Maryland 21620

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Martin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24th day of April, 1980, I executed service of process upon William C. Hall
by delivering and leaving with him a copy of the summons and pleadings.

Deputy M. L. Nelson
Sheriff of Queen Anne's County

CLERK
1980 APR 24 PM 2:34
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 786

80494

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: MARIE H. JESTER
Church Hill, Maryland 21620

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Markin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24th day of April, 19 80, I executed service of process upon Marie H. Jester by delivering and leaving with him a copy of the summons and pleadings.

Deputy N. L. Nelson
Sheriff of Queen Anne's County

80495

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: ALTON B. COPPAGE
Church Hill, Maryland 21623

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Markus
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24th day of April, 1980, I executed service of process upon Alton B. Coppage by delivering and leaving with him a copy of the summons and pleadings.

Deputy M. L. Nelson
Sheriff of Queen Anne's County

FILED
80 APR 24 PM 2:34
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 787

LIBER 14 PAGE 788

8497

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May **Return Day**

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: ANNA MAE COPPAGE
c/o Charles C. Coppage
Barclay, Maryland 21607

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd **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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marquette W. Maxley
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24th **day of** April, **19**80, **I executed service of process upon** Anna Mae Coppage **by delivering and leaving with him a copy of the summons and pleadings.**

Deputy M. L. Helen
Sheriff of Queen Anne's **County**

FILED
1980 APR 24 PM 2 34
QUEEN ANNE'S COUNTY

80498

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: ESTELLA C. STOWMAN
Burrisville, Maryland 21617

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Maslin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24th day of April, 1980, I executed service of process upon Estella C. Stowman by delivering and leaving with him a copy of the summons and pleadings.

Deputy M. L. Nelson
Sheriff of Queen Anne's County

CLERK
80 APR 24 PM 2 34
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 789

LIBER 14 PAGE 790

80 499

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May **Return Day**

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: BENJAMIN L. COPPAGE
Roberts, Maryland 21623

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd **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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Markin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24th **day of** April, **19** 80, **I executed service of process upon** Benjamin L. Coppage **by delivering and leaving with him a copy of the summons and pleadings.**

Deputy M. L. Nelson
Sheriff of Queen Anne's **County**

80500

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: CHARLES C. COPPAGE
Barclay, Maryland 21607

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Martin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24th day of April, 1980, I executed service of process upon Charles C. Coppage by delivering and leaving with him a copy of the summons and pleadings.

Deputy M. L. Nelson
Sheriff of Queen Anne's County

CLERK
1980 APR 24 PM 2:34
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 791

[LIBER 14 PAGE 792]

80501

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: JAMES F. HALL, JR.
Church Hill, Maryland 21623

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Markin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24th day of April, 19 80, I executed service of process upon James F. Hall, Jr.
by delivering and leaving with him a copy of the summons and pleadings.

Deputy M. L. Nelson
Sheriff of Queen Anne's County

80505

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
THE CHURCH HILL METHODIST CHURCH
Church Hill, Maryland 21623

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Martin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24th day of April, 19 80, I executed service of process upon Reverend Joseph Burris by delivering and leaving with him a copy of the summons and pleadings.

Deputy M. L. Nelson
Sheriff of Queen Anne's County

FILED
1980 APR 24 PM 2:35
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 793

LIBER 14 PAGE 794

80504

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May **Return Day**

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

DOROTHY L. COPPAGE
Church Hill, Maryland 21623

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** Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd **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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Markey
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 25 **day of** April, **19** 80, **I executed service of process upon** Dorothy L. Coppage **by delivering and leaving with him a copy of the summons and pleadings.**

William D. Foster Jr.
Sheriff of Queen Anne **County**

1980 APR 25 PM 2 12
QUEEN ANNE'S COUNTY

80506

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: DOROTHY HOLLAND
Centreville, Maryland 21617

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Maslin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 25 day of April, 19 80, I executed service of process upon Dorothy Holland by delivering and leaving with him a copy of the summons and pleadings.

William D. Foster III
Sheriff of Queen Anne's County

FILED
80 APR 25 PM 2:5 Deputy
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 745

LIBER 14 796

80496

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
ARTHUR L. COPPAGE
Price, MD 21656

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Mashburn
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 25 day of April, 19 80, I executed service of process upon Arthur L. Coppage by delivering and leaving with him a copy of the summons and pleadings.

William D. Foster
Sheriff of Queen Anne's County

80 APR 25 PM 2:52
QUEEN ANNE'S COUNTY

80502

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

ST. LUKES EPISCOPAL CHURCH
Church Hill, Maryland 21623

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Martin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 25 day of April, 19 80, I executed service of process upon The Rev. William P. Chilton, Rector, St. Luke's Parish by delivering and leaving with him a copy of the summons and pleadings.

William D. Foster III
Sheriff of Queen Anne County

LIBER 14 PAGE 798

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: GEORGE H. COPPAGE, JR.
Lexington Park, Maryland 20653

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Martin
Clerk

SHERIFF'S DEPARTMENT
Attempted Service

Date..... Time.....

Date..... Time.....

Date..... Time.....

Non-Est.....

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24 day of APRIL, 19 80, I executed service of process upon George H Coppage Jr by delivering and leaving with him a copy of the summons and pleadings.

W James Fiss
Sheriff of St Mary's County

CLERK
80 APR 28 AM 9:15
QUEEN ANNE'S COUNTY

120

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: HELEN McGUIRE
Wye Mills, Maryland 21679

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Martin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24 day of April, 1980, I executed service of process upon Helen McGuire by delivering and leaving with ~~him~~ her a copy of the summons and pleadings.

George B. Forrest
Sheriff of Talbot County
By Deputy Ernest Freeman

CLERK
1980 APR 23 AM 9:17
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 799

120

LIBER 14 PAGE 800

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: HIRAM DUDLEY
House of the Pines
Easton, Maryland 21601

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Markin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24 day of April, 1980, I executed service of process upon Hiram Dudley by delivering copy to Doris O Tool office mgr. by delivering and leaving with him a copy of the summons and pleadings.

George B Forrest
Sheriff of Talbot County
By Deputy Everett Freeman

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

FRANCES VON KENNON
7688 Quarterfield Road
Glen Burnie, MD 21061

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Markey
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

LIBER 14 PAGE 802

SUBMITTED Francis Von Kennon

on this 23 day of April 1980 left

with her a copy of the Subpoena, Bill

of Complaint, and Order

William R. Huggins
William R. Huggins
Sheriff of A.A. County

$5.00

CLERK'S OFFICE

1980 APR 28 AM 9 13

ANNE ARUNDEL COUNTY

Frances Von Kennon
7523 Quarterfield Road
Glen Burnie, Md.

SERVED 4/24/80
NON EST
NON EST CARD

ANNE ARUNDEL COUNTY
BY: RW Smith
Deputy Sheriff

ATTEMPTS AT SERVICE
DATE TIME

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: CHARLES B. DAVIS
7686 Quarterfield Road
Glen Burnie, MD 21061

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Martin
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

LIBER 14 PAGE 803

LIBER 14 PAGE 804

SUMMONED Charles B Davis

on this 22 April 80

with him a [illegible] as [illegible] Subpoena, Bill

of Complaint and order

William R Huggins

William R. Huggins
Sheriff of A.A. County

$5.00

CLERK OF [illegible]
1980 APR 28 AM 9:13
QUEEN ANNE'S COUNTY

Charles B. Davis
7636 Quarterfield Road
Glen Burnie, Md.

SERVED 4/27/80
NON EST
NON EST OTHER:

QUEEN ANNE'S COUNTY
BY: [illegible]
Deputy Sheriff

ATTEMPTS AT SERVICE

DATE	TIME

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: MARTHA PRISCILLA COPPAGE
Great Mills, Maryland 20634

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Marks
Clerk

SHERIFF'S DEPARTMENT
Attempted Service

Date..... Time:.....

Date..... Time:.....

Date..... Time:.....

SHERIFF'S RETURN Non-Est.....

I HEREBY CERTIFY that on the 25 day of April, 1980, I executed service of process upon Martha P. Coppage by delivering and leaving with him a copy of the summons and pleadings.

J. Raley Sr #29
Sheriff of St. Mary's County

CLERK
80 APR 29 AM 9:09
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 805

LIBER 14 PAGE 808

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: MARY OLIVE COPPAGE CALLAWAY
Callaway, Maryland 20620

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite SHERIFF'S DEPARTMENT
Attempted Serv. Clerk

Date..... Time.....

Date..... Time.....

Date..... Time.....

Non-Est.....

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 25 day of April, 1980, I executed service of process upon Mary O. C. Callaway by delivering and leaving with him a copy of the summons and pleadings.

T. Raley Jr. #29

Sheriff of St. Mary's County

1980 APR 29 AM 9:03
QUEEN ANNE'S COUNTY

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: WILLIAM DUKE COPPAGE
Valley Lee, Maryland 20692

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Maslin
SHERIFF'S DEPA... Clerk

Attempted Service

Date..... Time:.....

Date..... Time:.....

Date..... Time:.....

Non-Est.....

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 25th day of April, 1980, I executed service of process upon William Duke Coppage by delivering and leaving with him a copy of the summons and pleadings.

Rodney D. Brooks - Dep.
Sheriff of St. Mary's County

CLERK ... 1980 APR 28 AM 9 00
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 807

LIBER 14 PAGE 808

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: MARTHA HALL WILLIAMS
1013 Phillips Towers Drive
Laurel, Maryland 20810

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

APR 23 1980 12 00
SHERIFF'S DEPT.
QUEEN ANNE'S CO., MD.

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. 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

SERVED:

NON

Summoned MARTHA HALL WILLIAMS

Personal delivery of and leaving a copy of SUMMONS, BILL OF COMPLAINT + PETITION

with said MARTHA HALL WILLIAMS 1013 PHILLIP POWERS DR. LAUREL MD

25 day of APRIL 1980

JAMES V. [illegible]

Sheriff of Prince George's County

By Gerald P. Fay #20

1980 APR 29 AM 9:05

PRINCE GEORGE'S COUNTY

LIBER 14 PAGE 809

LIBER 14 PAGE 810

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
CORA DUDLEY
c/o John Dembeck
Rt. 4
Chestertown, Maryland 21620

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Manlen
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 25th. day of APRIL, 19 80, I executed service of process upon CORA DUDLEY by delivering and leaving with him a copy of the summons and pleadings.

H. ALLAN BLIZZARD / H. Allan Blizzard Jr. Pte

Sheriff of KENT County

80 APR 29 AM 9:08
QUEEN ANNE'S COUNTY

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: JOHN DEMBECK
Rt. 4
Chestertown, Maryland 21620

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Moxley
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 25th. day of APRIL, 19 80, I executed service of process upon JOHN DEMBECK by delivering and leaving with him a copy of the summons and pleadings.

H. ALLAN BLIZZARD / H. Allan Blizzard Jr.
Sheriff of KENT County

CLERK
1980 APR 29 AM 9:06
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 811

LIBER 14 PAGE 812

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
ORVILLE L. WILLIS
602 Williams Street
Cambridge, MD 21613

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Markley
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 25th day of APRIL, 19 80, I executed service of process upon ORVILLE L. WILLIS by delivering and leaving with him a copy of the summons and pleadings.

Robert Nagel Deputy
Phillip McKelvey
Sheriff of Dorchester County

FILED
MAY 20 AM 9 08
QUEEN ANNE'S COUNTY.

Miller 100

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

Srd. 4-25-80 Fm

TO: MYRTLE FROST
1230 Knightwood Road
Towson, Maryland 21639

21239

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Emiquito W. Meekins
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 25 day of April, 19 80, I executed service of process upon Myrtle Frost by delivering and leaving with him a copy of the summons and pleadings.

Charles H. Hickey Jr.
Sheriff of Balto. County

Cost - $5.00

CLERK
1980 APR 30 AM 9:16
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 813

LIBER 14 PAGE 814

Carroll 100

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
JAMES ASHBY COPPAGE
114 Trailways Road
Essex, Maryland 21222

335-3158

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
Address: 111 Lawyers Row, Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Martin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 26th day of April, 1980, I executed service of process upon James Ashby Coppage by delivering and leaving with him a copy of the summons and pleadings.

Charles H Hickey Jr
Sheriff of Balto Co County

C F 9:35 AM

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: KATHERINE BODNAR
11 Coral Place
Lexington Park, Maryland 20653

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Maskell
Clerk

SHERIFF'S DEPARTMENT
Attempted Service

Date..... Time:.....

Date..... Time:.....

Date..... Time:.....

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 28 day of April, 19 80, I executed service of process upon Katherine Bodnar by delivering and leaving with him a copy of the summons and pleadings.

James Frost
Sheriff of St Marys County

CLERK
80 APR 30 AM 9:17
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 815

LIBER 14 PAGE 816

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

ELIZABETH BUNCH
Jimmy Island
Piney Point, Maryland 20674

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Martin
Clerk

SHERIFF'S DEPARTMENT
Attempted Service

Date A-25-80 Time 6:05 P.M.

Date Time

Date Time

Non-Est

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 29 day of April, 1980, I executed service of process upon Elizabeth Bunch by delivering and leaving with him a copy of the summons and pleadings.

Joseph L. Somerville, Sr.
Sheriff of ST. MARY'S County
Lt. Gene Pellillo

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: J. FRANK COPPAGE
Millington, Maryland 21615

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Maxim
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 26 day of April, 19 80, I executed service of process upon J.Frank Coppage by delivering and leaving with him a copy of the summons and pleadings.

H.Allan Blizzard H. Allan Blizzard
By:JFP
Sheriff of KENT County

LIBER 14 PAGE 818

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: WILMER COPPAGE
5133 Darien Road
Baltimore, Maryland 21234

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Martin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 28th day of April, 19 80, I executed service of process upon Wilmer Coppage by delivering and leaving with him a copy of the summons and pleadings.

E. Appel

George Freeburger
Sheriff of Baltimore City ~~County~~

10/

4-127

106

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: BERTHA J. FOLK
1036 Deanwood Road
Baltimore, MD 21200

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Markie
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 29 day of April, 1980, I executed service of process upon Bertha J. Folk by delivering and leaving with him a copy of the summons and pleadings.

Charles H. Hickey Jr.
Sheriff of Baltimore County

Summ Pet Bill of Comp.

Fee $5.00

1980 APR -1 AM 9:16
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 819

LIBER 14 PAGE 820

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May **Return Day**

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: ROBERT COPPAGE
831 South Milton Avenue
Baltimore, MD 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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd **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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Martin
Clerk

Non Est. Moved 6 mo. ago
Milton of Kalyjenrhe

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.

George W Forsberger
Sheriff of Baltimore City ~~County~~

1980 MAY -1 PM 5:17
CLERK ANNE'S COUNTY

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

105

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

PAUL COPPAGE
8012 Dalesford Road
Baltimore, Maryland 21234

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marjorie W. Marker
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 30 day of April, 19 80, I executed service of process upon Paul Coppage by delivering and leaving with him a copy of the summons and pleadings.

Summons, Bill of Comp
Pet.

Charles H. Hedge Jr.
Sheriff of Baltimore County

80 MAY -2 AM
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 821

LIBER 14 PAGE 822

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: FRANCIS IRVIN COPPAGE, SR.
4544 North Charles Street, Apt. A
Baltimore, Maryland 21200

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Markin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 30 day of April, 19 80, I executed service of process upon FRANCIS IRVIN COPPAGE SR AT 4544 N. CHARLES ST by delivering and leaving with him a copy of the summons and pleadings.

Richard Jaeger (20)

George W. Fraberg
Sheriff of Balto. City County

1980 MAY -2 AM 9:21
QUEEN ANNE'S COUNTY

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: ANNA MAE ROE
Millington, Maryland 21615

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Markey
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.

NON-EST Attempt on 04-26-80
She is no longer living in Kent Co.
She is Living in Dover DEL.

H. Allen Blazier
By WMB
Sheriff of Kent County

LIBER 14 PAGE 823

LIBER 14 PAGE 824

DATE	ATTEMPTS OF SERVICE TIME	DEPUTY
4-26-80	NON EST. J. Frank Coffage advises she lives in Dover Del. on TB	

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: ANNA MAE ROE
Millington, Maryland 21615

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

MARGUERITE W. MANKIN
Clerk

TRUE COPY, TEST:
MARGUERITE W. MANKIN, CLERK
BY: Dawn C. Mock
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

LIBER 14 PAGE 825

LIBER 14 PAGE 826

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: EDNA P. COFFIN
6027 42nd Avenue
Hyattsville, Maryland 20781

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

24 APR 1980
SHERIFF
PR. CO.

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

Issued 23rd 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. 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

JESSE W. [illegible]
Sheriff [illegible] Georgetown County

By [illegible]

Summoned .....
Personal delivery of and leaving a copy of
.....
.....
with said .....
..... at
..... day of ..... on this
..... 19...

SERVED:
NON EST: Edna Collin
NOT EST OTHER: Bad Address
Per H.C. Police 4-29-80
[illegible] COUNTY, MD.
BY: [illegible]
[illegible] TIME

1980 MAY -2 AM 9:14
[illegible] COUNTY

LIBER 14 PAGE 828

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

MARY J. FRANCISCO
513 Amerly Road
Glen Burnie, MD 21061

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Markin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 29th day of April, 19 80, I executed service of process upon Mary Francisco by delivering and leaving with him a copy of the summons and pleadings.

William R. Huggins
Sheriff of William R. Huggins ~~Sheriff of A. A. Co.~~ County

403

[illegible]
[illegible]
80 APR 24 AM 10: 42

Mary J. Francisoo
513 Amerly Road
GlenBurnie Md.

SERVED 4-29-80
NON EST
NON EST OTHER:

ANNE ARUNDEL COUNTY
BY: D Zorgenske
Deputy Sheriff

ATTEMPTS AT SERVICE

DATE	TIME

USBP 14 PAR 829

LIBER 14 PAGE 830 Mac 105

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: CHURCH OF THE HOLY APOSTLES
4922 Leeds Avenue
Baltimore, MD 21200

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Mackin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 29th day of Apr, 19 80, I executed service of process upon Church of the Holy Apostles by serving on Sharon Robb wife of Rector John Robb by delivering and leaving with him a copy of the summons and pleadings.

Summons. Bill of Comp
Pet.
Cost - 5.00

Charles H. Hickey Jr.
Sheriff of Balto. County

FILED
1980 MAY -9 AM 9:16
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 830

Mae 101

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: MARY MASSEY COPPAGE
1238 Maiden Choice Lane
Arbutus, MD 21229

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Maslin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 29th day of Apr, 19 80, I executed service of process upon Mary Massey Coppage by delivering and leaving with him a copy of the summons and pleadings.

Cost - $ 7.00

Charles A. Nuby Jr.
Sheriff of Balto Co County

1980 MAY -5 AM 9:10
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 831

LIBER 14 PAGE 832

Mae 101

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: ELIZABETH C. ARRO
5725 Frost St.
Arbutus, MD 21227

First Arro
247-1082
242 8899

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Marbin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 29 day of Apr, 19 80, I executed service of process upon Elizabeth C. Arro by delivering and leaving with him a copy of the summons and pleadings.

Cost 5

Charles N Hurley Jr
Sheriff of Balto Co. County

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
LUCY MAE D. DAVID
Rt. 2, Box 869
Glen Burnie, MD 21061

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Martin
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 - 5/1/80

Need address

LIBER 14 PAGE 853

420

ANNE ARUNDEL CO.
1980 APR 24 AM 10:42

GLEN BURNIE
1980 MAY -5 AM 9:09
ANNE ARUNDEL COUNTY

Lucy Mae D. David
Rte 2, Box 369
Glen Burnie, Md.

Order
SOMEWHERE AROUND
BOWL AMERICA
Need Better
Address

LIBER 14 PAGE 834

SERVED
NON EST 5-1-80
NON EST COUNTY

ANNE ARUNDEL COUNTY
BY: [signature]
Deputy Sheriff

ATTEMPTS AT SERVICE

DATE	TIME

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

ELIZABETH DAVIS PRUETT
Rt. 2, Box 869
Glen Burnie, MD 21061

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Martin
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

Was Est. Still
Wrong address

Jeremy R. Higgins

LIBER 14 PAGE 835

[illegible] 24 AM 10:43

[illegible]
80 MAY -5 AM 9:00
QUEEN ANNE'S COUNTY

Elizabeth Davis Truett
Rte 2, Box 969
Glen Burnie, Md.

Need Better Address

LIBER 14 PAGE 836

SERVED
NON EST 5-1-80
NON EST OTHER:

ANNE ARUNDEL COUNTY
BY: [signature]
Deputy Sheriff

ATTEMPTS AT SERVICE

DATE	TIME

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: CHARLOTTE ELLEN COPPAGE YOUNG
Windmill Point
Draydon, MD 20630

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Maxim
Clerk

SHERIFF'S DEPARTMENT
Attempted Service

Date 4-25-80 Time: 6:20 PM

Date Time:

Date Time:

SHERIFF'S RETURN on-Est.

I HEREBY CERTIFY that on the 4th day of May, 19 80, I executed service of process upon Charlotte Ellen Coppage Young by delivering and leaving with him a copy of the summons and pleadings.

Joseph L. Somerville, Sr.

Sheriff of St. Mary's County

CLERK
1980 MAY -7 PM 9:25
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 837

LIBER 14 PAGE 838

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: FLORENCE UNGLESBEE
21 Register Avenue
Baltimore, MD 21212

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. 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

5/1/80
5:35 PM

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May **Return Day**

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: MATILDA CALTRIDER
8816 Bayonne Avenue
Baltimore, MD 21061

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd **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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Martin
Clerk

CLERK
1980 MAY -8 AM 9:26
QUEEN ANNE'S COUNTY

10/

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 1st **day of** May, **19** 80, **I executed service of process upon** Matilda Caltrider **by delivering and leaving with him a copy of the summons and pleadings.**

Stanley #25

George W Freburger
Sheriff of Balto City **County**

LIBER 14 PAGE 840

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: JOHN C. EVELIUS
1100 One Charles Center
Baltimore, MD 21201

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Martin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the _____ day of _____, 19____, I executed service of process upon _____ by delivering and leaving with him a copy of the summons and pleadings.

_____

Sheriff of _____ County

Queen Anne's Co

6611

(5)

CLERK OF COURT
1980 MAY -8 AM 9 20
QUEEN ANNE'S COUNTY

Pet Bill C + Exhibits

SUMMONED John C. Evelius AND A COPY OF THE PROCESS WITH A COPY Bill complaint & Exhibits LEFT WITH THE DEFENDANT AT 1100 one Charles Center AT 10:20 O'CLOCK AM ON THE 2 DAY OF May 1980 in the presence of [illegible]

10

RECEIVED
SHERIFF'S OFFICE
APR 28 8 15 AM '80
ANNE ARUNDEL COUNTY

9

LIBER 14 PAGE 841

LIBER 14 PAGE 842

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: GLADYS COPPAGE HENDRICKSON
1164 Sherwood Avenue
Baltimore, Maryland ~~20630~~ 21237 Cis Add.

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Martin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24th day of May, 19 80, I executed service of process upon Gladys Coppage Hendrickson by delivering and leaving with ~~him~~ her a copy of the summons and pleadings. C Frank #22

George W. Freeberger
Sheriff of Baltimore City ~~County~~

10 a

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

City

TO: MAY LIPP BULL
3212 Strickland Street
Baltimore, Maryland 21229

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Markin
Clerk

FILED
COUNTY

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 4th day of May, 1980, I executed service of process upon May Lipp Bull with a Copy of the Bill of Complaint and Exhibits by delivering and leaving with him a copy of the summons and pleadings.

George W. Frederiksen
Sheriff of Balto. City ~~County~~

$16 10/

LIBER 14 PAGE 843

5/1/80
5:45 PM

LIBER 14 PAGE 844

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May **Return Day**

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: WILLIAM STEPHENS COPPAGE
7201 Old Harford Road
Baltimore, Maryland 21200

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd **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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Martin
Clerk

FILED
... COUNTY

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 1st **day of** May **, 19** 80 **, I executed service of process upon** William Stephens Coppage **by delivering and leaving with him a copy of the summons and pleadings.**

Stinchey #25

When I went to serve Mr Coppage he stated that he did not want papers when I served him he tore the papers up and threw them on the floor

Stinchey #25

Merrill W Freeburger
Sheriff of Bolton City **County**

10.00

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
CLARENCE M. WILLIS
120 East Melrose Avenue
Baltimore, MD 21212

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Martin
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.

Was posted to Clarence M. Willis
Unknown, need apartment number
C. Frank #22

George W. Freeburger
Sheriff

Sheriff of _____ County

LIBER 14 PAGE 845

LIBER 14 PAGE 846 RETURN DATE S.S.10

287-5777

ATTEMPTED SERVICE

NAME Samuel George Hurlock, Sr.

DIRECTIONS P. O. has no other address -

SAM WORKS FOR The STATE
CAN CATCH him at the OFFICE
CROSS FROM Charles BROWN
STORE ON High

PHONE

ATTEMPTS

DATE	TIME	OFFICER
5/5/80	13:00	W. Arthur S.P.

REMARKS: Subj works at Black Hill Forest Station

OAG

NOTE: ON ALL NON-EST, THIS FORM MUST BE RETURNED WITH THE SUMMONS

3/12

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: May **Return Day**

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: SAMUEL GEORGE HURLOCK, SR.
P. O. Box 472, Elkton, Maryland 21921

RECEIVED
APR 24 1980
CECIL COUNTY
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** Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd **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: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone No: 301-758-1643

Name:

Address:

Marguerite W. Markin
Clerk

NON/EST as time has expired before service could be made, on this 7 day of May 1980. John F. Dewitt **SHERIFF'S RETURN** Deputy Charles A. Roach
Sheriff John F. Dewitt Deputy Charles A. Roach

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**

80 MAY -9 AM 9:07
QUEEN ANNE'S COUNTY

LIBER 14 PAGE 847

14 818

WILLIAM DUNBAR GOULD	*	IN THE CIRCUIT COURT FOR
VS	*	QUEEN ANNE'S COUNTY
JANIE D. MILLER, et al	*	EQUITY NO. 6611

ANSWER OF DEFENDANTS
JOHN DENBECK AND CORA DUDLEY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of John Denbeck and Cora Dudley, two of the Defendants in the above entitled cause, to the Bill of Complaint herein filed, by Paul M. Bowman, their Attorney, respectfully shows:

1. That they admit paragraph 38 of the said Bill of Complaint, except that your Defendant, John Denbeck's, name is misspelled.

2. That they have insufficient knowledge of the matters alleged in the remaining allegations of said Bill of Complaint, and therefore can neither admit nor deny the same.

AND, having fully answered the Bill of Complaint, your Defendants submit theirselves for such Decree as may be rendered by Your Honors in the premises.

AND, AS IN DUTY BOUND, ETC.

Cora Dudley
Cora Dudley

John Denbeck
John Denbeck

Paul M. Bowman
Paul M. Bowman

We hereby certify that the matters and facts set forth in the foregoing Answer are true and correct to the best of our knowledge and belief.

Cora Dudley
Cora Dudley

John Denbeck
John Denbeck

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Answer was mailed this 16th day of May, 1980, to David C. Bryan, Esq. Attorney for Complainant, 111 Lawyers Row, Centreville, MD, 21617.

Paul M. Bowman
Paul M. Bowman

Law Offices
PAUL M. BOWMAN
P.O. BOX 747
108 CROSS STREET
CHESTERTOWN, MARYLAND 21620
(301) 778-0171

In the Circuit Court for Queen Anne's County

Wm. DUNBAR GOULD

No. 6611

Judgment

vs.

Int. from

Costs

JANIE D. MILLER, ET. AL.

Credits

Recorded in Liber _____ folio _____

Mr.s. Mankin:

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

You will please reissue summons to:

Samuel George Hurlock, Sr.
P.O. Box 472
Elkton, MD 21921

I am advised that he works at Black Hill Forest station

Filed June 23, 1980

David C. Bo[illegible]

Attorney for Plaintiff

LIBER 14 PAGE 849

LIBER 14 PAGE 850

Wm. DUNBAR GOULD

Equity

VS.

JANIE D. MILLER, ET AL.

In the Circuit Court for Queen Anne's County

No. 6611

Judgment

Int. from

Costs

Credits

Recorded in Liber _____ folio _____.

Mrs. Mankin:

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

You will please reissue summons to:
Lucy Mae D. David
Johnson Lane
Rte. 2, Box 869
Glen Burnie, Maryland 21061

Attorney for Plaintiff

If sheriff has a problem call telephone 766-8875
Filed June 23, 1978 #

In the Circuit Court for Queen Anne's County

Wm. DUNBAR GOULD — Equity — No. 6611

Judgment

vs. — Int. from

JANIE D. MILLER, ET AL. — Costs

Credits

Recorded in Liber _____ folio _____

Mrs. Mankin:

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

You will please reissue summons to:
Edna P. Coffin
6207 42nd Ave.
Hyattsville, Md. 20781

Daniel C. Bogan
Attorney for Plaintiff

Filed June 23, 1970

LIBER 14 PAGE 851

LIBER 14 PAGE 852

In the Circuit Court for Queen Anne's County

Wm. DUNBAR GOULD

Equity No. 6611

Judgment

vs.

Int. from

JANIE D. MILLER, ET. AL.

Costs

Credits

Recorded in Liber _____ folio _____

Mrs. Mankin,

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

You will please reissue summons to:

Florence Coppage Unglesbee
6225 York Road
Senior Citizen Bldg., Apt. 100E
Baltimore, MD 21212

Daniel C. Bryan
Attorney for Plaintiff

Filed June 23, 1988

In the Circuit Court for Queen Anne's County

Equity No. 6611

Wm. DUNBAR GOULD

Judgment

vs.

Int. from

JANIE D. MILLER, ET. AL.

Costs

Credits

Recorded in Liber _____ folio _____.

Mr.

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

You will please reissue summons to:

Anna Mae Roe
1551 Forrest Street
Dover, Delaware 19901

Attorney for Plaintiff

Filed June 23, 1980

LIBER 14 PAGE 854

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: JULY Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: Anna Mae Roe
1551 Forrest Street
Dover, Delaware 19901

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 WM. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd day of June, 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, MD 21617
758-1643

Name:

Address:

Marguerite H. Mank
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

Wm. DUNBAR GOULD

Equity

vs.

JANIE D. MILLER

In the Circuit Court for Queen Anne's County

No. 6611

Judgment

Int. from

Costs

Credits

Recorded in Liber _____ folio _____

Mrs. Mankin:

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

You will please issue summons to:
Samuel Massey, Jr.
Chestertown, Maryland

Filed June 24, 1980

Attorney for Plaintiff

LIBER 14 PAGE 855

LIBER 14 PAGE 856

In the Circuit Court for Queen Anne's County

Wm. DUNBAR GOULD Equity No. 6611

Judgment

vs. Int. from

Costs

JANIE D. MILLER, ET. AL.

Credits

Recorded in Liber _____ folio _____.

Mrs. Mankin,

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

You will please reissue summons to:

Alyce Ann Coppage
10222 Bushman Dr. #8104
Oakton, VA 22124

Daniel C. Bryan
Attorney for Plaintiff

Filed June 24, 1980

4 copies

Wm. Dunbar Gould

Equity

vs.

Janie D. Miller, et al

In the Circuit Court for Queen Anne's County

No. 6611

Judgment

Int. from

Costs

Credits

Recorded in Liber _____ folio _____

Mrs. Mankin:

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

You will please reissue summons to:
Robert Coppage
3315 Toone St.
Baltimore, Md. 21224

Filed June 24, 1980

David C. Boyer
Attorney for Plaintiff

LIBER 14 PAGE 857

LIBER 14 PAGE 858

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: JULY Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: ALYCE ANN COPPAGE
10222 Bushman Dr. #8104
Oakton, VA 22124

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

WM. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 24th day of June, 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 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, MD 21617
758-1643

Name:

Address:

Marguerite H. Monkman
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 DUNBAR GOULD	*	IN THE CIRCUIT COURT FOR
VS	*	QUEEN ANNE'S COUNTY
JANIE D. MILLER, et al	*	EQUITY NO. 6611

CERTIFICATE OF SHERIFF UNDER
MARYLAND RULE 111

I hereby certify that pursuant to the order of this Honorable Court passed hereon April 22, 1980, I did on April 23, 1980, at approximately 4:00 P.M., 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.

Walter Clough, Jr.
Walter Clough, Jr.
Deputy Sheriff for Queen Anne's
County, Maryland

Filed June 25, 1980

WILLIAM DUNBAR GOULD	*	IN THE CITCUIT COURT FOR
VS	*	QUEEN ANNE'S COUNTY
JANIE D. MILLER, et al	*	EQUITY NO. 6611

AFFIDAVIT OF SERVICE

I hereby certify under the penalties of perjury that:

1. Pursuant to Maryland Rule 107 a.2., the undersigned caused a copy of the summons, together with a copy of the original pleadings to be sent by registered mail, return receipt requested, to the hereinafter designated non-resident defendants in order to bring them under the personal jurisdiction of this Honorable Court.

2. That the aforesaid mailings were in fact received and served upon the hereinafter named defendants on the date indicated as is evidenced by his or her signature on the original return receipt attached hereto.

3. That said defendants and the dates served are:

Annabelle J. Hynson	April 26, 1980
Hazel L. Cannon	April 26, 1980
Charlotte Knighton	April 26, 1980
William F. Jarrell, III	April 29, 1980
Paul Lipp	April 29, 1980
Luther Carlton Lipp	April 28, 1980
Charles A. Lipp	April 28, 1980
Charles M. Callaway	April 25, 1980
Fay C. Morrison	May 3, 1980
Gay C. Yelverton	April 28, 1980
Mary Charles Godwin Coppage	April 28, 1980

David C. Bryan
David C. Bryan
Attorney for Plaintiff

Filed June 25, 1980

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:
Wm. F. JARRELL, III
1256 TANGERINE PARKWAY N.E.
WINTERHAVEN, FLA 33880

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
495		

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
4. William F. Jarrell
DATE OF DELIVERY
POSTMARK
WINTER HAVEN, FL APR 29 1980
5. ADDRESS (Complete only if requested)
6. UNABLE TO DELIVER BECAUSE:
CLERK'S INITIALS

☆ GPO: 1978-272-142

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

1. The following service is requested (check one).
- ☒ Show to whom and date delivered..... 15¢
- ☐ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
HAZEL L. CANNON
19 Delaware Ct, Apt 4
Wilmington, DE 19808

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
481		

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
4. Hazel L. Cannon
DATE OF DELIVERY
POSTMARK
APR 26 U
5. ADDRESS (Complete only if requested)
6. UNABLE TO DELIVER BECAUSE:
CLERK'S INITIALS

☆ GOP: 1976—O-203-456

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:
CHARLOTTE KNIGHTON
VANCEBORO, N.C. 28586

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
494		

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
4. Charlotte C Knighton
DATE OF DELIVERY
POSTMARK
VANCEBORO, N.C. APR 30
5. ADDRESS (Complete only if requested)
6. UNABLE TO DELIVER BECAUSE:
CLERK'S INITIALS

☆ GPO: 1978-272-142

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

1. The following service is requested (check one).
- ☒ Show to whom and date delivered..... 15¢
- ☐ Show to whom, date, & address of delivery.. 35¢
- ☐ RESTRICTED DELIVERY.
  Show to whom and date delivered..... 65¢
- ☐ RESTRICTED DELIVERY.
  Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
ANNABELLE J. HYNSON
8655 SYLVAN AVE
VAN NUYS, CA 91400

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
480		

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
4. Annabelle Hynson
DATE OF DELIVERY 4-26-80
POSTMARK
PHILADELPHIA, PA APR 26 1980 SPO
5. ADDRESS (Complete only if requested)
6. UNABLE TO DELIVER BECAUSE:
CLERK'S INITIALS

☆ GOP: 1976—O-203-456

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:
LUTHER CARLTON LIPP
179 LEE AVENUE
PENNSVILLE, N.J. 08071

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
491		

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY — POSTMARK PENNSVILLE NJ APR 28 1980

5. ADDRESS (Complete only if requested)

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

☆ GPO: 1978-272-388

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:
PAUL LIPP
J 31, PALMETTO TRAILER PARK
PALMETTO, FLA 33561

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
498		

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY 4-29-80 — POSTMARK LOCUST GROVE, VA APR 29 1980

5. ADDRESS (Complete only if requested)

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

☆ GPO: 1978-272-388

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:
CHARLES M. CALLAWAY
2200 BEACON LANE
FALLS CHURCH, VIRGINIA 22043

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
490		

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY — POSTMARK FALLS CHURCH VA MAIN OFFICE APR 25 1980 USPO

5. ADDRESS (Complete only if requested)

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

☆ GPO: 1978-272-388

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:
Charles A. Lipp
258 Wilson Ave.
Carney's Point, N.J. 08023

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
489		

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY 4-28-80 — POSTMARK PENNS GROVE, NJ APR 28 1980 USPO

5. ADDRESS (Complete only if requested)

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

☆ GPO: 1978-272-388

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

1. The following service is requested (check one).
- [x] Show to whom and date delivered..... 15¢
- [ ] Show to whom, date, & address of delivery.. 35¢
- [ ] RESTRICTED DELIVERY. Show to whom and date delivered..... 65¢
- [ ] RESTRICTED DELIVERY. Show to whom, date, and address of delivery 85¢

2. ARTICLE ADDRESSED TO:
GAY C. YELVERTON
38 TOWER DRIVE
DARIEN, CONN 06820

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
485		

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [ ] Addressee [ ] Authorized agent
4. Gay C. Yelverton

DATE OF DELIVERY 4/28/80

POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GOP: 1976—O-203-456

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

1. The following service is requested (check one).
- [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:
MARY CHARLES GODWIN COPPAGE
700 School Drive
Williamston, N.C. 27892

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
483		

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [ ] Addressee [ ] Authorized agent
4. Mary Charles Godwin Coppage

DATE OF DELIVERY 4-28-80

POSTMARK WILLIAMSTON, N.C. APR 28 1980 USPO

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GOP: 1976—O-203-456

PS Form 3811, Mar. 1976

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

1. The following service is requested (check one).
- [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:
FAY C. MORRISON
2904 BLUE ROBIN CT.
HERNDON, VA 22070

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
499		

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE [x] Addressee [ ] Authorized agent
4. Fay C. Morrison

DATE OF DELIVERY 5-3-80

POSTMARK CHARLOTTESVILLE, VA. MAY 3 PM 1980 CLERK'S OFFICE

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GOP: 1976—O-203-456

LIBER 14 PAGE 864

In the Circuit Court for Queen Anne's County

Wm. DUNBAR GOULD

No. 6611

Judgment

vs.

Int. from

JANIE D. MILLER, ET AL

Costs

Credits

Recorded in Liber _____ folio _____.

Mrs. Mankin:

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

You will please

Stephen Massey
2330 Euclid Heights Blvd. (#209)
Cleveland Heights, Ohio 44106

David C. Bryan
Attorney for Plaintiff

Filed June 25, 1980

In the Circuit Court for Queen Anne's County

Wm. Dunbar Gould

No. 6611

Judgment

vs.

Int. from

Janie D. Miller, et al

Costs

Credits

Recorded in Liber _____ folio _____

Mrs. Mankin:

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

You will please

Clarence Milton Willis
P.O. Box 530
Denton, Maryland 21629

Daniel C. Boyer
Attorney for Plaintiff

Filed June 25, 1988

LIBER 14 PAGE 865

LIBER 14 PAGE 866

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: JULY Return Day

File No. 6612

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

STEPHEN MASSEY
2330 Euclid Heights Blvd. (#209)
Cleveland Heights, Ohio 44106

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 Wm. Dunbar Gould
Kennedyville, MD 21645

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

Issued 25th day of June, 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 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, MD 21617
758-1643

Name:

Address:

Marguerite H. Mankin
Clerk

Copy of summons and proceedings delivered to Attorney for service.

SHERIFF'S RETURN

I HEREBY CERTIFY that on the _____ day of _____, 19____, I executed service of process upon _____ by delivering and leaving with him a copy of the summons and pleadings.

_____

Sheriff of _____ County

RETURN DATE 7.7.80

ATTEMPTED SERVICE

NAME Samuel George Hurlock Sr.

DIRECTIONS

PHONE

ATTEMPTS

DATE	TIME	OFFICER

REMARKS: Daylight serve same

LIBER 14 PAGE 867

NOTE: ON ALL NON-EST. THIS FORM MUST BE RETURNED WITH THE SUMMONS

LIBER 14 PAGE 868

401

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: JULY Return Day

File No. 6611

Docket M.WM. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

SAMUEL GEORGE HURLOCK, SR.
P. O. Box 472
Elkton, MD 21921

works at Black Hill Forest station

RECEIVED JUN 24 1980 CECIL COUNTY SHERIFF'S DEPT.

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 Wm. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd day of June, 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 July 22, 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, MD 21617
758-1643

Name:

Address:

Marguerite H. Mankin
Clerk

FILED
JUN 30 1980
CIRCUIT COURT
QUEEN ANNE'S CO.

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 24 day of June, 1980 I executed service of process upon SAMUEL GEORGE HURLOCK SR.
by delivering and leaving with him a copy of the summons and pleadings.

John F. Dewitt By James E. Jackson Deputy
Sheriff of Cecil County

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: JULY Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

SAMUEL MASSEY, JR.
KENT CIRCLE
CHESTERTOWN, MARYLAND

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 WM. DUNBAR GOULD
KENNEDYVILLE, MARYLAND 21645

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

Issued 24th day of June, 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 July 22, 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, MD 21617
758-1643

Name:
Address:

FILED
JUN 30 1980
CIRCUIT COURT
QUEEN ANNE'S CO.

Marguerite H. Mankin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 26TH day of JUNE, 1980, I executed service of process upon SAMUEL MASSEY, JR.
by delivering and leaving with him a copy of the summons and pleadings.

H. Allan Bizzard / By PBL
Sheriff of KENT County

14 569

LIBER 14 PAGE 870

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: JULY Return Day

File No. 6612

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

CLARENCE MILTON WILLIS
P. O. Box 530
Denton, Maryland 21629

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

WM. DUNBAR GOULD
KENNEDYVILLE, MARYLAND 21645

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

Issued 25th day of June, 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 July 22, 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, MD 21617
758-1643

Name:

Address:

Marguerite H. Mankin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 28 day of June, 1980, I executed service of process upon Clarence Milton Willis by delivering and leaving with him a copy of the summons and pleadings.

Louis C Andrews
Sheriff of Caroline County

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: JULY Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

LUCY MAE D. DAVID
Johnson Lane
Rte. 2, Box 869
Glen Burnie, Maryland 21061
Telephone: 766-8875

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 WM. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd day of June, 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 July 22, 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, MD 21617
758-1643

Name:

Address:

Marguerite H. Marker
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

LIBER 14 PAGE 871

591

Lucy Mae D David
Johnson Lane
Rt 2, Box 869
Glen Burnie, Md 21061

CAR #6

off SUNRISE BEACH Rd.
non est - returned on
Johnson Ln. Crownsville

SERVED
NOT SERVED
NON EST - SUNT

ANNE ARUNDEL COUNTY
BY: _____
Deputy Sheriff

ATTEMPTS AT SERVICE

DATE	TIME

NON EST ✓
NON SUNT _____
REASON Unknown at this address

William R. Huggins
William R. Huggins
Sheriff of A.A. County

CLERK'S OFFICE
1990 JUL -2 AM 10:46
ANNE ARUNDEL COUNTY

LIBER 14 PAGE 872

WILLIAM DUNBAR GOULD	*	IN THE CIRCUIT COURT FOR
vs	*	QUEEN ANNE'S COUNTY
JANIE D. MILLER, et al	*	EQUITY NO. 6611

ANSWER OF DEFENDANT
JEANNETTE LIPP

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Jeannette Lipp, one of the Defendants in the above entitled cause, to the Bill of Complaint herein filed, respectfully says:

1. That she admits paragraph 48 of the said Bill of Complaint.

2. That she has insufficient knowledge of the matters alleged in the remaining allegations of said Bill of Complaint, and therefore can neither admit nor deny the same.

AND, having fully answered the Bill of Complaint, your Defendant submits herself for such Decree as may be rendered by Your Honors in the premises.

AND, AS IN DUTY BOUND, ETC.

Jeannette D. Lipp
Jeannette Lipp

I hereby certify that the matters and facts set forth in the foregoing Answer are true and correct to the best of my knowledge, information and belief.

Jeannette D. Lipp
Jeannette Lipp

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Answer was mailed this 30th day of June, 1980, to David C. Bryan, Esq., Attorney for Complainant, 111 Lawyers Row, Centreville, Maryland 21617.

Jeannette D. Lipp
Jeannette Lipp

LIBER 14 PAGE 874

WILLIAM DUNBAR GOULD	*	IN THE CIRCUIT COURT FOR
vs	*	QUEEN ANNE'S COUNTY
JANIE D. MILLER, et al	*	EQUITY NO. 6611

ANSWER OF DEFENDANT
BENJAMIN C. WILLIS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Benjamin C. Willis, one of the Defendants in the above entitled cause, to the Bill of Complaint herein filed, respectfully says:

1. That he admits paragraph 28 of the said Bill of Complaint.

2. That he has insufficient knowledge of the matters alleged in the remaining allegations of said Bill of Complaint, and therefore can neither admit nor deny the same.

AND, having fully answered the Bill of Complaint, your Defendant submits himself for such Decree as may be rendered by Your Honors in the premises.

AND, AS IN DUTY BOUND, ETC.

Benjamin C. Willis

Benjamin C. Willis

I hereby certify that the matters and facts set forth in the foregoing Answer are true and correct to the best of my knowledge, information and belief.

Benjamin C. Willis

Benjamin C. Willis

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Answer was mailed this 28 day of June, 1980, to David C. Bryan, Esq., Attorney for Complainant, 111 Lawyers Row, Centreville, Maryland 21617.

Benjamin C. Willis

Benjamin C. Willis

WILLIAM DUNBAR GOULD	*	IN THE CIRCUIT COURT FOR
vs	*	QUEEN ANNE'S COUNTY
JANIE D. MILLER, et al	*	EQUITY NO. 6611

ANSWER OF DEFENDANT
ANNA HALL ROSS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Anna Hall Ross, one of the Defendants in the above entitled cause, to the Bill of Complaint herein filed, respectfully says:

1. That she admits paragraph 39 of the said Bill of Complaint.

2. That she has insufficient knowledge of the matters alleged in the remaining allegations of said Bill of Complaint, and therefore can neither admit nor deny the same.

AND, having fully answered the Bill of Complaint, your Defendant submits herself for such Decree as may be rendered by Your Honors in the premises.

AND, AS IN DUTY BOUND, ETC.

Anna Hall Ross
Anna Hall Ross

I hereby certify that the matters and facts set forth in the foregoing Answer are true and correct to the best of my knowledge, information and belief.

Anna Hall Ross
Anna Hall Ross

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Answer was mailed this 30 day of June, 1980, to David C. Bryan, Esq., Attorney for Complainant, 111 Lawyers Row, Centreville, Maryland 21617.

Anna Hall Ross
Anna Hall Ross

FILED 14 PAR 876

WILLIAM DUNBAR GOULD	*	IN THE CIRCUIT COURT FOR
vs	*	QUEEN ANNE'S COUNTY
JANIE D. MILLER, et al	*	EQUITY NO. 6611

ANSWER OF DEFENDANT
KAY C. SPINKS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Kay C. Spinks, one of the Defendants in the above entitled cause, to the Bill of Complaint herein filed, respectfully says:

1. That she admits paragraph 49 ofthe said Bill of Complaint.

2. That she has insufficient knowledge of the matters alleged in the remaining allegations of said Bill of Complaint, and therefore can neither admit nor deny the same.

AND, having fully answered the Bill of Complaint, your Defendant submits herself for such Decree as may be rendered by Your Honors in the premises.

AND, AS IN DUTY BOUND, ETC.

Kay C. Spinks
Kay C. Spinks

I hereby certify that the matters and facts set forth in the foregoing Answer are true and correct to the best of my knowledge, information and belief.

Kay C. Spinks
Kay C. Spinks

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Answer was mailed this 21 day of July, 1980, to David C. Bryan, Esq., Attorney for Complainant, 111 Lawyers Row, Centreville, Maryland 21617.

Kay C. Spinks
Kay C. Spinks

FILED
JUL 7 1980
CIRCUIT COURT
QUEEN ANNE'S CO.

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: JULY Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: EDNA P. COFFIN
6207 42nd Ave.
Hyattsville, MD 20781

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 WM. DUNBAR GOULD
Kennedyville, Maryland 21645

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

Issued 23rd day of June, 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 July 22, 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, MD 21617
758-1643

Name:

Address:

Marguerite H. Markin
Clerk

7-3-80
NON EST: UNABLE TO CONTACT after several attempts

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 Prince Georges County

LIBER 14 PAGE 877

LIBER 14 PAGE 878

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: P 5

JULY Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

FLORENCE COPPAGE UNGLESBEE
22 6225 York Road
Senior Citizen Bldg., Apt. 100E Balto City
Baltimore, MD 21212

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

WM. DUNBAR GOULD
Kennedyville, Maryland 21645

FILED
JUL 7 1980
CIRCUIT COURT
QUEEN ANNE'S CO.

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

Issued 23rd day of June, 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 July 22, 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, MD 21617
758-1643

Name:

Address:

Marguerite W. Mankin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 26th day of June, 19 80, I executed service of process upon Florence Coppage Unglesbee by delivering and leaving with ~~him~~ her a copy of the summons and pleadings. C. Frank #22

10 00

Harry W. Freeberger
Sheriff of Baltimore City ~~County~~

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: PS

JULY Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: ROBERT COPPAGE
3315 Toone St.
Baltimore, MD 21224

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 WM. DUNBAR GOULD
KENNEDYVILLE, MARYLAND 21645

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

Issued 24th day of June, 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 July 22, 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: David C. Bryan
Address: 111 Lawyers Row
Centreville, Maryland 21617
758-1643

Name:

Address:

Marguerite H. Mathews
Clerk

Not Unable to contact

SHERIFF'S RETURN

CLERK
80 JUL 10 AM 9:47
QUEEN ANNE'S COUNTY

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.

W. Merling

George W. Fraburger
Sheriff of Balto City ~~County~~

LIBER 14 PAGE 879

WILLIAM DUNBAR GOULD	*	IN THE CIRCUIT COURT FOR
vs	*	QUEEN ANNE'S COUNTY
JANIE D. MILLER, et al	*	EQUITY NO. 6611

ANSWER OF DEFENDANT
CASSIE MAE COPPAGE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of CASSIE MAE COPPAGE, one of the Defendants in the above entitled cause, to the Bill of Complaint herein filed, respectfully says:

1. That she admits paragraph 56 of the said Bill of Complaint.

2. That she has insufficient knowledge of the matters alleged in the remaining allegations of said Bill of Complaint, and therefore can neither admit nor deny the same.

AND, having fully answered the Bill of Complaint, your Defendant submits herself for such Decree as may be rendered by Your Honors in the premises.

AND, AS IN DUTY BOUND, ETC.

Cassie Mae Coppage
Cassie Mae Coppage

I hereby certify that the matters and facts set forth in the foregoing Answer are true and correct to the best of my knowledge, information and belief.

Cassie Mae Coppage
Cassie Mae Coppage

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Answer was mailed this 11th day of July, 1980, to David C. Bryan, Attorney for Complainant, 111 Lawyers Row, centreville, Maryland 21617.

Cassie Mae Coppage
Cassie Mae Coppage

WILLIAM DUNBAR GOULD	*	IN THE CIRCUIT COURT FOR
vs	*	QUEEN ANNE'S COUNTY
JANIE D. MILLER, et al	*	EQUITY NO. 6611

ANSWER OF DEFENDANT
MARGARET MINERVA DAVIS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Margaret Minerva Davis, one of the Defendants in the above entitled cause, to the Bill of Complaint herein filed, respectfully says:

1. That she admits paragraph 33 of the said Bill of Complaint.

2. That she has insufficient knowledge of the matters alleged in the remaining allegations of said Bill of Complaint, and therefore can neither admit nor deny the same.

AND, having fully answered the Bill of Complaint, your Defendant submits herself for such Decree as may be rendered by Your Honors in the premises.

AND, AS IN DUTY BOUND, ETC.

Margaret Minerva Davis
Margaret Minerva Davis

I hereby certify that the matters and facts set forth in the foregoing Answer are true and correct to the best of my knowledge, information and belief.

Margaret Minerva Davis
Margaret Minerva Davis

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Answer was mailed this 13th day of August, 1980, to David C. Bryan, Esq., Attorney for Complainant, 111 Lawyers Row, Centreville, Maryland 21617.

Margaret Minerva Davis
Margaret Minerva Davis

Wm. DUNBAR GOULD	*	IN THE CIRCUIT COURT FOR
	*	
vs.	*	QUEEN ANNE'S COUNTY
	*	
JANIE D. MILLER, et. al	*	EQUITY NO. 6611

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 to be sent by registered mail, return receipt requested, to the hereinafter designated non-resident defendants in order to bring them under the personal jurisdiction of this Honorable Court.

2. That the aforesaid mailings were in fact received and served upon the hereinafter named defendants on the date indicated as is evidenced by his or her signature on the original return receipt attached hereto.

3. That said defendants and the dates served are:

Anna Mae Roe	June 25, 1980
Alyce Ann Coppage	June 27, 1980
Stephen Massey	July 7, 1980

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:
ANNA MAE ROE
1551 FORREST STREET
DOVER, DELAWARE 19901

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
529		

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY 6/25/80

POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO: 1979-272-392

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:
STEPHEN MASSEY
2330 EUCLID HEIGHTS BLVD (#209)
CLEVELAND HEIGHTS OHIO 44106

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
431		

(Always obtain signature of addressee or agent)

I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent
X Stephen J. M

4. DATE OF DELIVERY

POSTMARK

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

RESTRICTED DELIVERY

CLEVELAND UNIVERSITY CENTER FINANCE JUL 7 1980 USPS

☆ GPO: 1978-272-392

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:
Alyce Ann Coppage
10222 Bushman Dr #8104
Oakton, Va 22124

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
528		

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY 6-27-80

POSTMARK JUN 1980

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS.

☆ GPO: 1978-272-392

Wm. DUNBAR GOULD Plaintiff	*	IN THE CIRCUIT COURT FOR
vs.	*	QUEEN ANNE'S COUNTY
JANIE D. MILLER, ET AL Defendant	*	EQUITY NO. 6611

PETITION FOR PROCESS
UNDER MARYLAND RULE 111 AGAINST DEFENDANTS
WHOSE WHEREABOUTS IS UNKNOWN

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Wm. Dunbar Gould, Plaintiff, by David C. Bryan, his attorney, moves your Honors to authorize that Defendants whose address is unknown be proceeded against by posting the property which is the subject matter of this proceeding pursuant to Maryland Rules 105b and 111, and respectfully represents as grounds therefore that:

1. Since the filing of the original petition herein against more than 75 defendants, your Petitioner has made reasonable effort to locate the following defendants without success.

2. Janie D. Miller, Downes Chapel, Smyrna, Delaware, 19703, was mailed a copy of the suit papers by registered mail pursuant to Md Rule 107 at said address on April 24, 1980. The envelope containing these papers was returned marked "Unknown" on April 26, 1980. Since then the Petitioner attempted to contact the said Janie D. Miller through her son, Eugene Miller, in Chestertown, Maryland, and her daughter, Helen Slaughter, at the above address without success.

3. Robert Coppage, 831 South Milton Avenue, Baltimore, Maryland, 21224, was returned "Non Est" by the Sheriff of Baltimore City on April 30, 1980, with the notation "Moved 6 months ago", Gerald W. Vahle, Esq., a member of the Baltimore County Bar, advised me on May 16, 1980, that the correct address is 3315 Toone Street, Baltimore, Maryland 21224, and a summons was reissued with that address by the Sheriff of Baltimore City and returned "Non Est" on July 7, 1980.

4. Edna P. Coffin, 6207 42nd Avenue, Hyattsville, Maryland, 20781, was returned "Non Est" by the Sheriff of Prince Georges County on April 29, 1980. It was noted that the address was typed incorrectly and process was reissued and returned on July 3, 1980, with the notation "Unable to contact after several attempts".

5. Mary Edna Baynard, 321 Weiner Avenue, Harrington, Delaware, 19952, was mailed a copy of the suit papers by registered mail pursuant to Maryland Rule 107 at the above address on April 24, 1980. The return receipt dated April 25, 1980, was returned signed "Edna C. Baynard". The undersigned wrote to her on July 2, 1980, at the above address explaining the above return and requesting that she file a form answer in the proceedings. No response was received from this letter.

6. Lucy Mae D. David, Rte 2, Box 869, Glen Burnie, Maryland, 21061, was returned "Non Est", by the Sheriff for Anne Arundel County. Subsequently, the undersigned was informed that she could be reached by telephone at 301-766-8875. He spoke with her on June 18, 1980, and was advised that she lived on Johnson Lane. This information was furnished to the Clerk of Court and the summons reissued to the Sheriff of Anne Arundel County.

However, she was returned "Non Est" on July 2, 1980.

7. Your Petitioner believes and avers that reasonable efforts have been made to locate the above named defendants, and that the court is authorized to order service of process by publication.

WHEREFORE, your Petitioner respectfully prays your honors to pass an Order authorizing him to proceed against the Defendants whose whereabouts is unknown by setting up a copy of the Order of Publication herein as amended upon the land which is 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 is Unknown are true and correct.

David C. Bryan
David C. Bryan
Attorney for Plaintiff

Wm. DUNBAR GOULD Plaintiff	*	IN THE CIRCUIT COURT FOR
vs.	*	QUEEN ANNE'S COUNTY
JANIE D. MILLER, ET AL Defendant	*	EQUITY NO. 6611

ORDER

It is by the Circuit Court for Queen Anne's County, in Equity, this 16th day of October, 1980, ORDERED, that the Clerk of this Court proceed against Janie D. Miller, Robert Coppage, Edna P. Coffin, Mary Edna Baynard and Lucy Mae D. David and the unknown heirs, devisees and personal representatives, if any, of the said Janie D. Miller, Robert Coppage, Edna P. Coffin, Mary Edna Baynard and Lucy Mae D. David, 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 as amended upon the land described in the Bill of Complaint in a prominent location within 50 feet of the boundary line facing west;

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.

Judge

Wm. DUNBAR GOULD	*	IN THE CIRCUIT COURT FOR
	*	
vs.	*	QUEEN ANNE'S COUNTY
	*	
JANIE D. MILLER, ET AL	*	EQUITY NO. 6611

SECOND AMENDMENT TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Pursuant to Maryland Rule 320, Wm. Dunbar Gould, Plaintiff, by David C. Bryan, his attorney, hereby amends the Bill of Complaint filed herein to reflect information received subsequent to the filing of the original Bill of Complaint and the first amendment thereto in the following particulars:

1. The spelling of the defendant, Charlotte Knighton is amended to "Charlotte Knighten" wherever it appears.

2. That Elizabeth Davis Pruett, Rt 2, Box 869, Glen Burnie, Maryland, 21061, be deleted as a defendant.

3. That the following be added as Defendants:

D. O. Coppage
Route 8, 2 Cardinal Drive
Gainesville, Georgia 30501

William L. Dudley, Personal Representative
of the Estate of Hiram Dudley
Cordova, Maryland 21625

4. Paragraph 33 of the Bill is amended by substituting "five (5)" for the words "Four (4)" at the end of line 3 thereof and adding "D.O. Coppage", at the end thereof.

5. Paragraph 10A is added as follows:

"10A. That the said Hiram Dudley departed this life on June 23, 1980, a resident of Talbot County, Maryland, testate, and William L. Dudley has been appointed personal representative of the Estate of Hiram Dudley and he still is administering said estate.

6. Paragraph 53A is added as follows:

"53A. That the said Elizabeth Davis Pruett departed this life approximately 3 years ago a resident of Anne Arundel County, Maryland, intestate, a widow, and without any issue, leaving as her only heirs at law her brother and sisters:

Frances Von Kennon
Charles B. Davis
Lucy Mae D. David

AND, as in duty bound, etc.

David C. Bryan
Attorney for Plaintiff

LIBER 14 PAGE 888

CERTIFICATE OF SERVICE

I hereby certify that on the 6TH day of NOVEMBER, 1980, I mailed a copy of the aforegoing Second Amendment To Bill Of Complaint to WILLIAM C. HALL, Church Hill, Maryland 21623, MARIE H. JESTER, Church Hill, Maryland 21623, FLORENCE UNGLESBEE, 6225 York Road, Senior Citizen Bldg., Apt. 100E, Baltimore, Maryland 21212, MYRTLE FROST, 1230 Knightwood Road, Towson, Maryland 21239, WILMER COPPAGE, 5133 Darien Road, Baltimore, Maryland 21234, PAUL COPPAGE, 8012 Dalesford Road, Baltimore, Maryland 21234, ELIZABETH C. ARRO, 5725 First Avenue, Baltimore, Maryland 21227, MATILDA CALTRIDER, 3316 Bayonne Avenue, Baltimore, MD 21061, ANNABELLE J. HYNSON, 8655 Sylvan Avenue, Van Nuys, California 91400, MARY J. FRANCISCO, 513 Amerly Road, Glen Burnie, Maryland 21061, BERTHA J. FOLK, 1036 Deanwood Road, Baltimore, Maryland 21200, KATHERINE BODNAR, 11 Coral Place, Lexington Park, Maryland 20653, HAZEL L. CANNON, 19 DeVille Court, Apt. 4, Wilmington, Delaware 19808, ALTON B. COPPAGE, Church Hill, Maryland 21623, ARTHUR L. COPPAGE, Price, Maryland 21656, BENJAMIN C. WILLIS, 111 North Pompano Beach Boulevard, Pompano Beach, Florida , 33062, CLARENCE M. WILLIS, 120 East Melrose Avenue, Baltimore, Maryland 21212, ORVILLE L. WILLIS, 602 Williams Street, Cambridge, Maryland 21613, ANNA MAE COPPAGE, c/o Charles C. Coppage, Barclay, Maryland 21607, ESTELLA C. STOWMAN, Centreville, Maryland 21617, BENJAMIN L. COPPAGE, Church Hill, Maryland 21623, CHARLES C. COPPAGE, Barclay, Maryland 21607, ANNA MAE ROE, 1551 Forrest St., Dover, Delaware 19901, J. FRANK COPPAGE, Millington, Maryland 21651, DOROTHY HOLLAND, Centreville, Maryland 21617, HELEN McGUIRE, Wye Mills, Maryland 21679, WILLIAM DUKE COPPAGE, Valley Lee, Maryland 21692, MARTHA PRISCILLA COPPAGE, Great Mills, Maryland 20634, MARY OLIVE COPPAGE CALLAWYA, Callaway, Maryland 20620, MARGARET MINERVA DAVIS, Rt. 1, Box 55, Pollacksville, North Carolina 28573, CHARLOTTE KNIGHTEN, Vanceboro, North Carolina 28586, WILLIAM STEVENS COPPAGE, 7201 Old Harford Road, Baltimore, Maryland 21200, JAMES ASHBY COPPAGE, 114 Trailways Road, Essex, Maryland 21221, WILLIAM F. JARRELL, III, 1256 Tangerine Parkway, N.E., Winter Haven Florida 33880, FRANCIS IRVIN COPPAGE, SR., 4544 North Charles Street, Apt. A, Baltimore, Maryland 21200, CHARLOTTE ELLEN COPPAGE YOUNG, Windmill Point, Draydon, Maryland 20630, GLADYS COPPAGE HENDRICKSON, 1164 Sherwood Avenue, Baltimore, Maryland 20630, CORA DUDLEY, c/o Paul Bowman, Esq., 108 S. Cross Street, Chestertown, Maryland 21620, JOHN DEMBECK, c/o Paul Bowman, Esq., 108 S. Cross Street, Chestertown, Maryland 21620, JAMES F. HALL, JR., Church Hill, Maryland, 21623, ANNA HALL ROSS, 33 Skyline Drive, East Hartford, Connecticut 06118, MARTHA HALL WILLIAMS, 1013 Phillips Towers Drive, Laurel, Maryland 20810, JOHN C. EVELIUS, 1100 One Charles Center, Baltimore, Maryland 21201, ST. LUKES EPISCOPAL CHURCH, Church Hill, Maryland 21623, CHURCH OF THE HOLY APOSTLES, 4922 Leeds Avenue, Baltimore, Maryland 21200, STEPHEN MASSEY, 427 E. 69th Street, New York, New York 10021, SAMUEL MASSEY, JR., Chestertown, Maryland 21620, ALYCE ANN COPPAGE, 2320 Wheystone Court, Vienna, Virginia 22180 MARY MASSEY COPPAGE, 1238 Maiden Choice Lane, Arbutus, Maryland 21229, SAMUEL GEORGE HURLOCK, SR., P.O. Box 472, Elkton, Maryland 21921, RICHARD EDGAR HURLOCK, Church Hill, Maryland 21623, JEANNETTE LIPP, 179 Lee Avenue, Pennsville, New Jersey 08071, MAY LIPP BULL, 3212 Strickland Street, Baltimore, Maryland 21229, PAUL LIPP, J 31, Palmetto Trailer Park, Palmetto, Florida 33561, LUTHER CARLTON LIPP, 179 Lee Avenue, Pennsville, New Jersey 08071, CHARLES A. LIPP, 258 Wilson Avenue, Carney's Point, New Jersey 08023, CHARLES M. CALLAWAY, 2200 Beacon Lane, Falls Church, Virginia 22043, FAY C. MORRISON, 2904 Blue Robin Court, Herndon, Virginia 22070, GAY C. YELVERTON, 38 Tower Drive, Darien Connecticut

06820, KAY C. SPINKS, 3121 Cobb Hill Lane, Oakton, Virginia 22124, DOROTHY L. COPPAGE, Church Hill, Maryland 21623, FRANCES VON KENNON, 7688 Quarterfield Road, Glen Burnie, Maryland 21061, ELIZABETH BUNCH, Jimmy Island, Piney Point, Maryland 20674, GEORGE H. COPPAGE, JR., Lexington Park, Maryland 20653, CASSIE MAE COPPAGE, Box 846, New Bern, North Carolina 27892, MARY CHARLES GODWIN COPPAGE, 700 School Drive, Williamston, North Carolina 27892, THE CHURCH HILL METHODIST CHURCH, Church Hill, Maryland 21623; and

That I served the same upon JANIE D. MILLER, Downes Chapel, Smyrna, Delaware 19703, ROBERT COPPAGE, 3315 Toone Street, Baltimore, Maryland 21224, EDNA P. COFFIN, 6207 42nd Avenue, Hyattsville, Maryland 21781, MARY EDNA BAYNARD, 321 Weiner Avenue, Harrington, Delaware 19952, LUCY MAE D. DAVID, Rt. 2, Box 869, Glen Burnie, Maryland 21061, GEORGE RIDGELY, address unknown, and the unknown heirs, devisees or personal representatives of Mary Elizabeth C. (Mollie) Shahan, deceased, Sarah Matilda Coppage, deceased, Samuel T. Coppage, deceased, Emaline Coppage, deceased, John Coppage, deceased, Foster Camille Coppage, deceased, Bradley Coppage, deceased, Hiram Snow Coppage, deceased, Margaret Raynor, deceased, James E. Coppage, deceased, Mary Coppage Ridgely, deceased, and the said Emma Blackstone, John Coppage, Clarence Orem Hurlock, Sarah Alvina Hurlock Summers, Leon Kenneth Hurlock, Virginia Anne Hurlock, Charles Raynor, Sr., Charles Raynor, Jr., Richard Raynor, Helen Raynor, David Thomas Hurlock, J. Robert Lucas, George Ridgely and any other unknown heirs, devisees or personal representatives of Anna Coppage Downes, by posting a copy of the same on the front door of the residence situate on the lands described in the Bill of Complaint.

David C. Bryan

David C. Bryan

LIBER 14 PAGE 890

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: December Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
D. O. COPPAGE
Route 8, 2 Cardinal Drive
Gainesville, Georgia 30501

You are hereby summoned to the Circuit Court for Queen Anne's County to the December Return Day of this Court, to answer an action at the suit of Wm. DUNBAR GOULD, Kennedyville, Maryland 21645

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

Issued 6th day of November, 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 60 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, MD 21617
Telephone: 301-758-1643

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

Wm. DUNBAR GOULD Plaintiff	*	IN THE CIRCUIT COURT
VS.	*	FOR
JANIE E. MILLER, ET. AL. Defendant	*	QUEEN ANNE'S COUNTY Equity No. 6611

ORDER OF PUBLICATION

Ordered by the Circuit Court for Queen Anne's County: The Defendants, Janie D. Miller, Robert Coppage, Edna P. Coffin, Mary Edna Baynard and Lucy Mae D. David, are hereby notified that Plaintiff, Wm. Dunbar Gould, has filed an action seeking a sale of the hereinafter described real estate free of all claims of the parties hereto and those claiming under them; a division of the proceeds of such sale among the owners according to their interests, publication of notice to the creditors of Mary Catherine Coppage Davis, Charles Noble Lipp, Hilda Willis Callaway, William L. Coppage, Mary Rebecca Coppage, James Edward Coppage, John Coppage, Foster Camille Coppage, Bradley Coppage, Wallace Coppage, Martha C. Jones, Ahdella G. Lipp Fallowfied, Estella E. Willis, Hiram Snow Coppage, Odden Coppage, Harry Ross Coppage, Samuel D. Hurlock, Margaret Raynor, James E. Coppage, Mary Coppage Ridgely, George Ridgely, George Herman Coppage, Clementin C. Coppage, Dudley Ross Coppage, Katherine R. Hurlock, Catherine Lucas Knott, Elizabeth Jane Coppage, James F. Hall, Samuel D. Hurlock, John Benjamin Coppage, Dudley W. Coppage, Cora L. Coppage, Harry Ross Coppage, John Dudley and Elizabeth Davis Pruett, and naming Emma Blackstone, John Coppage, George Ridgely, Clarence Orem Hurlock, Sarah Alvina Hurlock Summers, Leon Kenneth Hurlock, David Thomas Hurlock, Virginia Anne Hurlock, Charles Raynor, Sr., Charles Raynor, Jr., Richard Raynor, Helen Raynor, J. Robert Lucas, and the unknown heirs, devisees and personal representatives of Mary Elizabeth C. (Mollie) Shahan, deceased, Sarah Matilda Coppage, deceased, Samuel T. Coppage, deceased, Emaline Coppage, deceased, John Coppage, deceased, Foster Camille Coppage, deceased, Bradley Coppage, deceased, Hiram Snow Coppage, deceased, Margaret Raynor, Deceased, James E. Coppage, deceased, and Mary Coppage Ridgely, deceased, and of the said Emma Blackstone, John Coppage, George Ridgely, Clarence Orem Hurlock, Sarah Alvina Hurlock Summers, Leon Kenneth Hurlock, David Thomas Hurlock, Virginia Anne Hurlock, Charles Raynor, Sr., Charles Raynor, Jr., Richard Raynor, Helen Raynor, J. Robert Lucas, and any other unknown heirs, devisees or personal representatives of Anna Coppage Downes, as Defendants, and stating that each Defendant's address is unknown, and also naming as defendants Janie D. Miller, Downes Chapel, Smyrna, Delaware 19703, Robert Coppage, 3315 Toone Street, Baltimore, Maryland 21224, Edna P. Coffin, 6207 42nd Avenue, Hyattsville, Maryland 21781, Mary Edna Baynard, 321 Weiner Avenue, Harrington, Delaware 19952, and Lucy Mae D. David, Rte 2, Box 869, Glen Burnie, Maryland 21061.

The Bill of Complaint alleges:

1. That Anna Coppage Downes, widow, died January 18, 1935, a resident of Queen Anne's County, in the State of Maryland, intestate, leaving surviving her as heirs the following brothers and sisters or their descendants:

James Edward Coppage	(3) *
John Frank Coppage	(4)
Benjamin Luther Coppage	(5)
William Stephen Coppage	(6)
Mary Elizabeth C. (Mollie) Shahan	(7)
Sarah Matilda Coppage	(8)
Samuel T. Coppage	(9)
Irene Coppage Dudley	(10)
Martha C. Hall	(11)
Emaline Coppage	(12)
Enoch George Coppage	(13)
Katherine R. Hurlock	(14)
Hiram Coppage	(15)
Margaret H. Coppage	(16)

*Reference is made to the applicable paragraph of this Bill of Complaint for ease of understanding.

2. That said Anna C. Downes, formerly Annie Downs, died seized and possessed of a one-half interest as a tenant in common with Margaret H. Coppage (16), in certain real estate in the Town of Church Hill, Second Election District, Queen Anne's County, State of Maryland, by virtue of a deed from James E. Johns and Elizabeth A. Jonns, his wife, dated January 6, 1908, and recorded among the land records of Queen Anne's County in Liber S.S. No. 4, folio 180, of which the original was filed as a part of the Bill, marked "Plaintiff's Exhibit A", and which real estate is more particularly described as follows, to wit:

ALL that lot or parcel of land situate on the east or right side of the public road running through said Town of Church Hill toward Chestertown, with a frontage on said road of forty-nine and one-half feet, more or less, and running back with a depth of two hundred sixty feet, more or less, to the property of Van Land Farms, Inc., formerly the property of D. Edgar Hurlock, being bounded on the north by the property of John E. Bailey, formerly the property of D. Thomas Hurlock, on the east by the property of the said Van Land Farms, Inc., formerly the land of the said D. Edgar Hurlock, on the south by the property of Allen Dickenson, formerly the property of Julia C. Clark, and on the west by the aforesaid public road, and being the southern half of the lot of land conveyed to James E. Johns by deed from Thomas J. Keating and B. Palmer Keating, Trustees, dated April 16, 1878, and recorded among the land records of Queen Anne's County in Liber J.W. No. 8, folio 289.

3. That said James Edward Coppage died sometime in the year 1910, a resident of St. Mary's County, in the State of Maryland, testate, and leaving the following seven (7) children as his only heirs at law:

Mary Rebecca Coppage	(17)
James Edward Coppage	(18)
John Coppage	(19)
Foster Camille Coppage	(20)
Bradley Coppage	(21)
Wallace Coppage	(22)
Martha C. Jones	(23)

4. That said John Frank Coppage died sometime in the year 1921, a resident of Queen Anne's County, in the State of Maryland, testate, leaving as his heirs at law his two (2) daughters:

Sarah Coppage	(24)
Margaret C. Seney	(25)

And that John Frank Coppage left also surviving him a widow, Eliza Jane Coppage who has since died, leaving her said daughters as her only heirs at law.

5. That said Benjamin Luther Coppage, widower, died sometime in the year 1915, intestate, a resident od Queen Anne's County, in the State of Maryland, leaving surviving him as heirs the following six (6) children:

Ahdela Gay Lipp Fallowfield	(26)
Benjamin Clay Coppage	(27)
Estella Elizabeth Willis	(28)
Joseph Earl Rolph Coppage	(29)
Odden Coppage	(30)
Noble Coppage	(31)

6. That said William Stephen Coppage died sometime in the year 1915, a resident of St. Mary's County, in the State of Maryland, testate, leaving as his only heirs at law his four (4) sons:

John B. Coppage	(32)
Dudley Waughop Coppage	(33)
William Guyther Coppage	(34)
Harry Ross Coppage	(35)

7. That said Mary Elizabeth (Mollie) Shahan and any heirs that may survive her are unknown to the Plaintiff.

8. That said Sarah Matilda Coppage was not listed among the distributees of the estate of her father, John Coppage, who died intestate, a resident of Queen Anne's County, in the State of Maryland, in 1898. Nor were any children of Sarah Matilda Coppage listed as distributees in the said proceeding. There are no records for her in the Orphans' Court for Queen Anne's County. It is believed that said Sarah Matilda Coppage died sometime prior to 1898 and without leaving any children surviving her.

9. That said Samuel T. Coppage was not listed among the distributees of the said estate of John Coppage, his father, nor were any children of Samuel T. Coppage in the Orphans' Court for Queen Anne's County, and any heirs that may survive him are unkown to your Petitioner.

10. That said Irene Coppage Dudley died sometime prior to 1898, a resident of Queen Anne's County, in the State of Maryland. Listed among the distributees of said estate of John Coppage, her father, were her five (5) children:

Janie D. Miller	
Margaret Dudley	(36)
Mary Dudley	(37)
John Dudley	(38)
Hiram Dudley	(10A)

10A. That the said Hiram Dudley departed this life on June 23, 1980, a resident of Talbot County, Maryland, testate, and William L. Dudley has been appointed personal representative of the Estate of Hiram Dudley and he still is administering said estate.

And that the said Irene Coppage Dudley was survived by her husband, William C. Dudley, who has since died. There are no records for Irene Coppage Dudley in the Orphans' Court for Queen Anne's County.

11. That said Martha C. Hall died sometime in the year 1924, a resident of Queen Anne's County, in the State of Maryland, testate, leaving as her only hers at law her four (4) children:

James F. Hall	(39)
William C. Hall	
Anna R. Gould	(40)

John Hall survived his mother and died in 1927, leaving as his only heirs at law his said brothers and sister.

12. That said Emaline Coppage was not listed among the distributees of the said estate of John Coppage, her father, nor were any children of Emaline Coppage so listed. There are no records for Emaline Coppage in the Orphans' Court for Queen Anne's County. It is believed that said Emaline Coppage died sometime prior to 1898 and without leaving any children surviving her.

13. That said Enoch George Coppage died sometime in the year 1924, intestate, a resident of Queen Anne's County, in the State of Maryland, leaving surviving him as heirs the following two (2) children:

John Hepburn Coppage	(41)
Hiram Snow Coppage	(42)

And that the said Enoch George Coppage was survived also by his wife, Fannie S. Coppage, who has since died, leaving as her only heirs at law the above named children.

14. That the said Katherine R. Hurlock, widow, died February 23, 1942, intestate, a resident of Queen Anne's County, in the State of Maryland, leaving surviving her as heirs the following five (5) grandchildren:

Samuel D. Hurlock	(43)
Margaret Raynor	(44)
D. Edgar Hurlock, Jr.	(45)
Catherine Lucas Knott	(46)
Marie H. Jester	

15. That said Hiram Coppage died in or about the year 1863, intestate, a resident of Queen Anne's County, in the State of Maryland. He was, at the time of his death, still an infant, unmarried and childless.

16. That said Margaret H. Coppage died April 11, 1957, a resident of Queen Anne's County, in the State of Maryland, leaving a Will, dated September 10, 1946, admitted to probate on April 30, 1957, and recorded among the will records of Queen Anne's County in Liber E.E.C. No. 1, folio 506, of which a certified copy was filed as a part of the Bill, marked "Plaintiff's Exhibit B". Under Item Second of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to:

Anna R. Gould	(40)

17. That said Mary Rebecca Coppage died sometime about the year 1965, intestate and unmarried, a resident of Anne Arundel County, in the State of Maryland, leaving no children surviving her. She was unmarried.

18. That said James Edward Coppage, widower, died October 29, 1940, intestate, a resident of Queen Anne's County, in the State of Maryland. He left no children surviving him.

19. That said John Coppage died at a date and with a residence unknown to the Plaintiff. It is believed that he was unmarried and left no children surviving him.

20. That said Foster Camille Coppage died sometime in the years between 1960 - 1965, a resident of an unknown city or county in the State of California. It is believed that he left surviving him two (2) children. The names and addresses of the heirs of Foster Camille Coppage are not known by the Plaintiff.

21. That said Gradley Coppage died at a date and with a residence unknown to the Plaintiff. It is believed that he was unmarried and left no children surviving him.

22. That said Wallace Coppage, widower, died February 22, 1951, intestate, a resident of St. Mary's County, in the State of Maryland, leaving surviving him as his heirs the following children:

Florence Unglesbee
Myrtle Frost
James E. Coppage (47)
Wilmer Coppage
Paul Coppage
Robert Coppage
Elizabeth C. Arro
Emma Blackstone
John Coppage
Matilda Caltrider

23. That said Martha C. Jones died sometime in the year 1935, intestate, a resident of the City of Baltimore, in the State of Maryland, leaving as her heirs the following children:

Annabelle J. Hynson
Mary J. Francisco
Betha J. Folk
Katherine Bodnar

24. That said Sarah Coppage, unmarried, died February 27, 1958, intestate, a resident of Kent County, in the State of Maryland, leaving surviving her as her only heir at law, her sister:

Margaret C. Seney (25)

25. That said Margaret C. Seney, widow, died July 9, 1966, a resident of Kent County, in the State of Maryland, leaving a Will dated May 24, 1961, admitted to probate on January 10, 1967, and recorded among the will records of said county in Liber E.R.B. No. 4, folio 453, a certified copy of which was filed as a part of the Bill, marked "Plaintiff's Exhibit C". Under Item X of said will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to:

William Dunbar Gould, your Petitioner

26. That said Ahdela Gay Lipp Fallowfield, widow, died sometime in the year 1951, intestate, a resident of the City of Wilmington, in the State of Delaware, leaving surviving her as heirs the following three (3) children:

Edna P. Coffin
Hazel L. Cannon
Charles Noble Lipp (48)

27. That said Benjamin Clay Coppage died June 3, 1957, a resident of Queen Anne's County, in the State of Maryland, leaving a Will dated June 10, 1947, admitted to probate on June 25, 1957, and recorded among the will records of said County in Liber E.E.C. No. 1, folio 517, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit D". Under Item 1 of said Will, the Testator's estate, having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed to his wife, Lucy G. Coppage, for the term of her life. Lucy G. Coppage has since died. Under Item 4 of said Will, therefore, Testator's interest in the said real estate passed to the following residuary devisees:

Alton B. Coppage
Arthur L. Coppage
Mary Edna Baynard

28. That said Estella Elizabeth Willis, widow, died sometime prior to 1960, a resident of Talbot County, in the State of Maryland. There is no information on her death in the Talbot County Register of Wills office. She left surviving her as heirs the following four (4) children:

Benjamin C. Willis
Clarence M. Willis
Orville L. Willis
Hilda W. Callaway (49)

29. That said Joseph Earl Rolph Coppage died August 29, 1953, a resident of Queen Anne's County in the State of Maryland, intestate, leaving surviving him as heirs his wife and five (5) children:

Anna Mae Coppage (wife)
Estella C. Stowman
Benjamin L. Coppage
Charles C. Coppage
Anna Mae Roe
J. Frank Coppage

30. That said Odden Coppage, widower, died April 5, 1947, a resident of Queen Anne's County, in the State of Maryland. There is no information on the estate of Odden Coppage in the Queen Anne's County Register of Wills office. He left surviving him as heirs the following children:

William L. Coppage (50)
Dorothy Holland
Helen McGuire
Mary C. Ridgely (51)

31. That said Noble Coppage died sometime in the year 1947, a resident of Queen Anne's County, in the State of Maryland, leaving a Will dated April 2, 1947, admitted to probate on April 22, 1947, and recorded among the will records of said County in Liber N.S.D. No. 1, folio 456, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit E". Under said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the above described real estate passed to his wife, Mary Elizabeth Coppage, for life,

with the power to consume the same, and any residue left after her death to his heirs at law. The said Mary Elizabeth Coppage departed this life on March 29, 1976. The heirs at law of the said Noble Coppage were:

Ahdela Gay Lipp Fallowfield	(26)	
Benjamin Clay Coppage	(27)	
Estella Elizabeth Willis	(28)	
Joseph Earl Rolph Coppage	(29)	
William L. Coppage	(30)	(50)
Dorothy Holland		
Helen McGuire		
Mary C. Ridgely	(30)	(51)
Mary Elizabeth Coppage, widow	(52)	

32. That said John Benjamin Coppage, widower, died January 23, 1952, a resident of St. Mary's County, in the State of Maryland, intestate, leaving surviving him as heirs his six (6) children as follows:

Mary Catherine Coppage Davis	(54)
William Duke Coppage	
John Frank Coppage	(55)
Martha Priscilla Coppage	
George Herman Coppage	(56)
Mary Olive Coppage Callaway	

33. That said Dudley Waughop Coppage died in the year 1947 a resident of St. Mary's County, in the State of Maryland, intestate, leaving surviving him as heirs the following five (5) children:

Margaret Minerva Davis	
Charlotte Knighten	
Dudley Ross Coppage	(57)
William Franklin Coppage	(58)
D. O. Coppage	

And that Cora L. Coppage, wife of Dudley Waughop Coppage, also survived him but has since died, intestate, leaving said four (4) children as her only heirs at law.

34. That said William Guyther Coppage, widower, died February 15, 1929, a resident of St. Mary's County, in the State of Maryland, testate, leaving hsi three (3) sons as his only heirs at law:

William Stephens Coppage
James Ashby Coppage
Francis Irvin Coppage, Sr.

35. That the said Harry Ross Coppage died August 11, 1949, a resident of St. Mary's County, in the State of Maryland, intestate, leaving surviving him as heirs his children as follows:

Charlotte Ellen Coppage Young
Gladys Coppage Hendrickson

And that Harry Ross Coppage was also survived by a wife who has since died, leaving her children as aforesaid as her only heirs at law.

36. That the said Margaret Dudley died January 4, 1975, a resident of Kent County, in the State of Maryland, leaving a Will dated September 8, 1971, admitted to probate January 13, 1975, and recorded among the will records of said county in Liber E.R.B. No. 7, folio 323, of which a certified copy was filed as a part of the Bill, marked "Platiniff's Exhibit F". Under Item First

of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the above described real estate passed to:

John Dudley (38)
Cora Dudley
as tenants by the entireties.

37. That said Mary Dudley died January 18, 1964, a resident of Kent County, in the State of Maryland, leaving a Will dated September 20, 1958, admitted to probate February 4, 1964, and recorded among the will records of said County in Liber E.R.B. No. 3, folio 294, filed as part of the Bill marked "Plaintiff's Exhibit G". Under Item First of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to:

John Dudley (38)
Margaret Dudley (36)

38. That said John Dudley died April 8, 1977, a resident of Kent County, in the State of Maryland, leaving a Will which has not yet been admitted to probate. He left surviving him as heirs his wife and an adopted son as follows:

Cora Dudley - wife
John Dembeck - son

39. That said James F. Hall, widower, died sometime in the year 1972, a resident of Queen Anne's County, in the State of Maryland, intestate, leaving surviving him as heirs the following children:

James F. Hall, Jr.
Anna Hall Ross
Martha Hall Williams

And that said James F. Hall also left surviving him a grandson, the child of his deceased daughter, Elizabeth Green:

William F. Jarrell, III

40. That said Anna R. Gould, widow, died in January of 1976, a resident of Kent County, in the State of Maryland, intestate, seized and possessed of an undivided 57.407401% interest in said real estate, leaving surviving her as heir, her only child:

Wm. Dunbar Gould, your Petitioner

41. That said John Hepburn Coppage died on August 29, 1975, a resident of Baltimore County, in the State of Maryland, leaving a Will dated May 28, 1971, of which a copy was filed as a part of the Bill marked "Plaintiff's Exhibit H". Under ITEM IV of said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed, in trust, to:

John C. Evelius, remaining trustee,

And that the beneficiaries of said trust are:

Mary Massey Coppage, surviving spouse, life tenant, and
St. Lukes Episcopal Church
Church of the Holy Apostles
Stephen Massey
Samuel Massey, Jr.
D. Edgar Hurlock (45)
Alyce Anne Coppage
William Dunbar Gould, remaindermen

42. That said Hiram Snow Coppage, unmarried, died in or about the year 1940. He left surviving him as his only heir at law, John Hepburn Coppage. His place of residence at the time of his death is unknown.

43. That said Samuel D. Hurlock, widower, died at a date not known by the Plaintiff, a resident of Queen Anne's County, in the State of Maryland, intestate, leaving as heirs the following children:

Samuel George Hurlock
Clarence Orem Hurlock
Sara Alvina Hurlock Summers
Leon Kenneth Hurlock
David Thomas Hurlock
Virginia Anne Hurlock

44. That said Margaret Raynor died at an unverified date. Her residence at the date of her death is unknown. She is believed to have left surviving her as heirs a husband and three (3) children:

Charles Raynor, Sr. - husband
Charles Raynor, Jr.
Richard Raynor
Helen Raynor

45. That said D. Edgar Hurlock, Jr., widower, died May 15, 1977, a resident of Queen Anne's County, in the State of Maryland, laving a Will dated June 16, 1976, admitted to probate on June 9, 1977, and recorded among the will records of said County in Liber M.E.W. No. 2, folio 376, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit I'. Under Item Third of said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the above described real estate passed to his son:

Richard Edgar Hurlock

And that Gertrude Hurlock, the wife of D. Edgar Hurlock, Jr., died May 7, 1977, predeceasing the Testator by eight days.

46. That said Catherine Lucas Knott, widow, died October 13, 1970, a resident of Kent County, in the State of Maryland, intestate, leaving surviving her as her only heir her son,

J. Robert Lucas

47. That James E. Coppage died at a date and with a residence unknown by the Plaintiff. It is believed that he left surviving him a wife and four (4) children, none of whose names and addresses are known by the Plaintiff.

48. That said Charles Noble Lipp died July 3, 1970, a resident of SalemCounty, in the State of New Jersey, leaving a Will dated August 29, 1969, and recorded among the will records of said County in Liber 46, folio 885, of which a certified copy was filed as a part of the Bill, marked "Plaintiff's Exhibit J". Under Item FOURTH of said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed to his residuary devisees as follows:

Jeanette Lipp (widow)	1/3
May Lipp Bull	1/6
Paul Lipp	1/6
Luther Carlton Lipp	1/6
Charles A. Lipp	1/6

49. That said Hilda Willis Callaway, widow, died August 8, 1971, a resident of Arlington County, in the State of Virginia, leaving a Will dated June 10, 1971, admitted to probate, and recorded among the will records of said County in Book 72, folio 152 (estate file # 9268), of which a certified copy was filed as a part of the Bill, marked "Plaintiff's Exhibit K". Under Item THIRD of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above passed to her four (4) children:

Charles M. Callaway
Fay C. Morrison
Gay C. Yelverton
Kay C. Spinks

50. That said William L. Coppage died April 27, 1974, a resident of Queen Anne's County, in the State of Maryland, leaving a Will dated January 25, 1957, not admitted to probate. A Small Estate was opened and letters were granted to Dorothy L. Coppage, the Testator's widow (Small Estate # 116). By Item ONE of the non-probated will of William L. Coppage, as well as by Final Order passed June 11, 1974, in the said Small Estate, the Testator's interest in the real estate above described passed to:

Dorothy L. Coppage

51. That said Mary Coppage Ridgely died sometime in the year 1947 or 1948. There is no information on her in the Queen Anne's County Register of Wills office. She left surviving her a husband, George Ridgely, who died in the year 1974, in Wilmington, Delaware. She left no children surviving her. The heirs at law of George Ridgely are unknown.

52. That said Mary Elizabeth Coppage died March 29, 1976, a resident of Queen Anne's County, in the State of Maryland, leaving a Will dated May 27, 1970, admitted to probate on April 6, 1976, and recorded among the will records of said County in Liber M.E.W. No. 2, folio 115, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit L". Under Item 8 of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to her sister:

Edith M. Thompson (58)

53. That said Mary Catherine Coppage Davis, widow, died October 2, 1970, a resident of Anne Arundel County, in the State of Maryland, leaving a Will made jointly with her husband, Charles E. Davis, and dated January 8, 1967, and recorded among the will records of said County but not probated. No estate was opened for Mary Catherine Coppage Davis. She left surviving her as her only heirs at law the following children:

Elizabeth Davis Pruett (53A)
Frances Von Kennon
Charles B. Davis
Lucy Mae D. David

53A. That the said Elizabeth Davis Pruett departed this life approximately 3 years ago a resident of Anne Arundel County, Maryland, intestate, a widow, and without any issue, leaving as her only heirs at law her brother and sisters:

Frances Von Kennon
Charles B. Davis
Lucy Mae D. David

54. That said John Frank Coppage died July 4, 1955, a resident of St. Mary's County, in the State of Maryland, leaving a Will which was admitted to probate on July 7, 1955, and recorded among the will records of said County in Liber R.G.C. No. 2, folio 184, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit M". Under Item IV of said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed to his residuary devisees as follows:

William Duke Coppage	1/4	
Martha Priscilla Coppage	1/4	
Mary Catherine C. Davis	1/4	(53)
Elizabeth Bunch	1/8	
George H. Coppage, Jr.	1/8	

55. That said George Herman Coppage died October 8, 1948, a resident of St. Mary's County, in the State of Maryland, intestate, leaving surviving him as heirs the following children:

Elizabeth Bunch
George H. Coppage, Jr.

And that Clementin C. Coppage, wife of George Herman Coppage, also survived him but has since died.

56. That said Dudley Ross Coppage died November 1, 1966, a resident of Craven County, in the State of North Carolina, leaving a Will dated August 28, 1962, admitted to probate on November 11, 1966, and recorded among the will records of said County, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit N". Under ITEM II of said will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed to his wife:

Cassie May Coppage

57. That said William Franklin Coppaage died December 29, 1976, a resident of Martin County, in the State of North Carolina, leaving a Will dated June 4, 1976, admitted to probate on January 13, 1977, (estate file #77-E-6) of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit O". Under Item One of said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed to his wife:

Mary Charles Godwin Coppage

58. That said Edith M. Thompson died in December of 1976, a resident of Queen Anne's County, in the State of Maryland, leaving a will dated October 22, 1976, admitted to probate on January 3, 1977, and recorded among the will records of said County in Liber M.E.W. No. 2, folio 253, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit P". Under ITEM SIX of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to her residuary devisee:

The Church Hill Methodist Church

59. That said lands cannot be divided without loss or injury to the parties entitled.

DEFENDANTS, JANIE D. MILLER, ROBERT COPPAGE, EDNA P. COFFIN, MARY EDNA BAYNARD and LUCY MAE D. DAVID, ARE HEREBY WARNED THAT FAILURE TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE January 14, 1981 , MAY RESULT IN THE CASE PROCEEDING AGAINST HIM OR HER BY DEFAULT.

Marguerite W. Mankin

Marguerite W. Mankin, Clerk

Sheriff's copy

Wm. DUNBAR GOULD Plaintiff	*	IN THE CIRCUIT COURT
	*	
	*	FOR
VS.	*	
	*	
JANIE E. MILLER, ET. AL. Defendant	*	QUEEN ANNE'S COUNTY Equity No. 6611

ORDER OF PUBLICATION

Ordered by the Circuit Court for Queen Anne's County: The Defendants, Janie D. Miller, Robert Coppage, Edna P. Coffin, Mary Edna Baynard and Lucy Mae D. David, are hereby notified that Plaintiff, Wm. Dunbar Gould, has filed an action seeking a sale of the hereinafter described real estate free of all claims of the parties hereto and those claiming under them; a division of the proceeds of such sale among the owners according to their interests, publication of notice to the creditors of Mary Catherine Coppage Davis, Charles Noble Lipp, Hilda Willis Callaway, William L. Coppage, Mary Rebecca Coppage, James Edward Coppage, John Coppage, Foster Camille Coppage, Bradley Coppage, Wallace Coppage, Martha C. Jones, Ahdella G. Lipp Fallowfied, Estella E. Willis, Hiram Snow Coppage, Odden Coppage, Harry Ross Coppage, Samuel D. Hurlock, Margaret Raynor, James E. Coppage, Mary Coppage Ridgely, George Ridgely, George Herman Coppage, Clementin C. Coppage, Dudley Ross Coppage, Katherine R. Hurlock, Catherine Lucas Knott, Elizabeth Jane Coppage, James F. Hall, Samuel D. Hurlock, John Benjamin Coppage, Dudley W. Coppage, Cora L. Coppage, Harry Ross Coppage, John Dudley and Elizabeth Davis Pruett, and naming Emma Blackstone, John Coppage, George Ridgely, Clarence Orem Hurlock, Sarah Alvina Hurlock Summers, Leon Kenneth Hurlock, David Thomas Hurlock, Virginia Anne Hurlock, Charles Raynor, Sr., Charles Raynor, Jr., Richard Raynor, Helen Raynor, J. Robert Lucas, and the unknown heirs, devisees and personal representatives of Mary Elizabeth C. (Mollie) Shahan, deceased, Sarah Matilda Coppage, deceased, Samuel T. Coppage, deceased, Emaline Coppage, deceased, John Coppage, deceased, Foster Camille Coppage, deceased, Bradley Coppage, deceased, Hiram Snow Coppage, deceased, Margaret Raynor, Deceased, James E. Coppage, deceased, and Mary Coppage Ridgely, deceased, and of the said Emma Blackstone, John Coppage, George Ridgely, Clarence Orem Hurlock, Sarah Alvina Hurlock Summers, Leon Kenneth Hurlock, David Thomas Hurlock, Virginia Anne Hurlock, Charles Raynor, Sr., Charles Raynor, Jr., Richard Raynor, Helen Raynor, J. Robert Lucas, and any other unknown heirs, devisees or personal representatives of Anna Coppage Downes, as Defendants, and stating that each Defendant's address is unknown, and also naming as defendants Janie D. Miller, Downes Chapel, Smyrna, Delaware 19703, Robert Coppage, 3315 Toone Street, Baltimore, Maryland 21224, Edna P. Coffin, 6207 42nd Avenue, Hyattsville, Maryland 21781, Mary Edna Baynard, 321 Weiner Avenue, Harrington, Delaware 19952, and Lucy Mae D. David, Rte 2, Box 869, Glen Burnie, Maryland 21061.

The Bill of Complaint alleges:

1. That Anna Coppage Downes, widow, died January 18, 1935, a resident of Queen Anne's County, in the State of Maryland, intestate, leaving surviving her as heirs the following brothers and sisters or their descendants:

Sheriff's Return

I HEREBY CERTIFY that on the 13th day of Nov. 1980 I posted the within Writ to the defendant therein named and copy of process left on the property

Walton J. Clough
Dep. Sheriff

James Edward Coppage	(3) *
John Frank Coppage	(4)
Benjamin Luther Coppage	(5)
William Stephen Coppage	(6)
Mary Elizabeth C. (Mollie) Shahan	(7)
Sarah Matilda Coppage	(8)
Samuel T. Coppage	(9)
Irene Coppage Dudley	(10)
Martha C. Hall	(11)
Emaline Coppage	(12)
Enoch George Coppage	(13)
Katherine R. Hurlock	(14)
Hiram Coppage	(15)
Margaret H. Coppage	(16)

*Reference is made to the applicable paragraph of this Bill of Complaint for ease of understanding.

2. That said Anna C. Downes, formerly Annie Downs, died seized and possessed of a one-half interest as a tenant in common with Margaret H. Coppage (16), in certain real estate in the Town of Church Hill, Second Election District, Queen Anne's County, State of Maryland, by virtue of a deed from James E. Johns and Elizabeth A. Jonns, his wife, dated January 6, 1908, and recorded among the land records of Queen Anne's County in Liber S.S. No. 4, folio 180, of which the original was filed as a part of the Bill, marked "Plaintiff's Exhibit A", and which real estate is more particularly described as follows, to wit:

ALL that lot or parcel of land situate on the east or right side of the public road running through said Town of Church Hill toward Chestertown, with a frontage on said road of forty-nine and one-half feet, more or less, and running back with a depth of two hundred sixty feet, more or less, to the property of Van Land Farms, Inc., formerly the property of D. Edgar Hurlock, being bounded on the north by the property of John E. Bailey, formerly the property of D. Thomas Hurlock, on the east by the property of the said Van Land Farms, Inc., formerly the land of the said D. Edgar Hurlock, on the south by the property of Allen Dickenson, formerly the property of Julia C. Clark, and on the west by the aforesaid public road, and being the southern half of the lot of land conveyed to James E. Johns by deed from Thomas J. Keating and B. Palmer Keating, Trustees, dated April 16, 1878, and recorded among the land records of Queen Anne's County in Liber J.W. No. 8, folio 289.

3. That said James Edward Coppage died sometime in the year 1910, a resident of St. Mary's County, in the State of Maryland, testate, and leaving the following seven (7) children as his only heirs at law:

Mary Rebecca Coppage	(17)
James Edward Coppage	(18)
John Coppage	(19)
Foster Camille Coppage	(20)
Bradley Coppage	(21)
Wallace Coppage	(22)
Martha C. Jones	(23)

4. That said John Frank Coppage died sometime in the year 1921, a resident of Queen Anne's County, in the State of Maryland, testate, leaving as his heirs at law his two (2) daughters:

Sarah Coppage	(24)
Margaret C. Seney	(25)

And that John Frank Coppage left also surviving him a widow, Eliza Jane Coppage who has since died, leaving her said daughters as her only heirs at law.

5. That said Benjamin Luther Coppage, widower, died sometime in the year 1915, intestate, a resident od Queen Anne's County, in the State of Maryland, leaving surviving him as heirs the following six (6) children:

Ahdela Gay Lipp Fallowfield	(26)
Benjamin Clay Coppage	(27)
Estella Elizabeth Willis	(28)
Joseph Earl Rolph Coppage	(29)
Odden Coppage	(30)
Noble Coppage	(31)

6. That said William Stephen Coppage died sometime in the year 1915, a resident of St. Mary's County, in the State of Maryland, testate, leaving as his only heirs at law his four (4) sons:

John B. Coppage	(32)
Dudley Waughop Coppage	(33)
William Guyther Coppage	(34)
Harry Ross Coppage	(35)

7. That said Mary Elizabeth (Mollie) Shahan and any heirs that may survive her are unknown to the Plaintiff.

8. That said Sarah Matilda Coppage was not listed among the distributees of the estate of her father, John Coppage, who died intestate, a resident of Queen Anne's County, in the State of Maryland, in 1898. Nor were any children of Sarah Matilda Coppage listed as distributees in the said proceeding. There are no records for her in the Orphans' Court for Queen Anne's County. It is believed that said Sarah Matilda Coppage died sometime prior to 1898 and without leaving any children surviving her.

9. That said Samuel T. Coppage was not listed among the distributees of the said estate of John Coppage, his father, nor were any children of Samuel T. Coppage in the Orphans' Court for Queen Anne's County, and any heirs that may survive him are unkown to your Petitioner.

10. That said Irene Coppage Dudley died sometime prior to 1898, a resident of Queen Anne's County, in the State of Maryland. Listed among the distributees of said estate of John Coppage, her father, were her five (5) children:

Janie D. Miller	
Margaret Dudley	(36)
Mary Dudley	(37)
John Dudley	(38)
Hiram Dudley	(10A)

10A. That the said Hiram Dudley departed this life on June 23, 1980, a resident of Talbot County, Maryland, testate, and William L. Dudley has been appointed personal representative of the Estate of Hiram Dudley and he still is administering said estate.

And that the said Irene Coppage Dudley was survived by her husband, William C. Dudley, who has since died. There are no records for Irene Coppage Dudley in the Orphans' Court for Queen Anne's County.

11. That said Martha C. Hall died sometime in the year 1924, a resident of Queen Anne's County, in the State of Maryland, testate, leaving as her only hers at law her four (4) children:

James F. Hall	(39)
William C. Hall	
Anna R. Gould	(40)

John Hall survived his mother and died in 1927, leaving as his only heirs at law his said brothers and sister.

12. That said Emaline Coppage was not listed among the distributees of the said estate of John Coppage, her father, nor were any children of Emaline Coppage so listed. There are no records for Emaline Coppage in the Orphans' Court for Queen Anne's County. It is believed that said Emaline Coppage died sometime prior to 1898 and without leaving any children surviving her.

13. That said Enoch George Coppage died sometime in the year 1924, intestate, a resident of Queen Anne's County, in the State of Maryland, leaving surviving him as heirs the following two (2) children:

John Hepburn Coppage	(41)
Hiram Snow Coppage	(42)

And that the said Enoch George Coppage was survived also by his wife, Fannie S. Coppage, who has since died, leaving as her only heirs at law the above named children.

14. That the said Katherine R. Hurlock, widow, died February 23, 1942, intestate, a resident of Queen Anne's County, in the State of Maryland, leaving surviving her as heirs the following five (5) grandchildren:

Samuel D. Hurlock	(43)
Margaret Raynor	(44)
D. Edgar Hurlock, Jr.	(45)
Catherine Lucas Knott	(46)
Marie H. Jester	

15. That said Hiram Coppage died in or about the year 1863, intestate, a resident of Queen Anne's County, in the State of Maryland. He was, at the time of his death, still an infant, unmarried and childless.

16. That said Margaret H. Coppage died April 11, 1957, a resident of Queen Anne's County, in the State of Maryland, leaving a Will, dated September 10, 1946, admitted to probate on April 30, 1957, and recorded among the will records of Queen Anne's County in Liber E.E.C. No. 1, folio 506, of which a certified copy was filed as a part of the Bill, marked "Plaintiff's Exhibit B". Under Item Second of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to:

Anna R. Gould	(40)

17. That said Mary Rebecca Coppage died sometime about the year 1965, intestate and unmarried, a resident of Anne Arundel County, in the State of Maryland, leaving no children surviving her. She was unmarried.

18. That said James Edward Coppage, widower, died October 29, 1940, intestate, a resident of Queen Anne's County, in the State of Maryland. He left no children surviving him.

19. That said John Coppage died at a date and with a residence unknown to the Plaintiff. It is believed that he was unmarried and left no children surviving him.

20. That said Foster Camille Coppage died sometime in the years between 1960 - 1965, a resident of an unknown city or county in the State of California. It is believed that he left surviving him two (2) children. The names and addresses of the heirs of Foster Camille Coppage are not known by the Plaintiff.

21. That said Gradley Coppage died at a date and with a residence unknown to the Plaintiff. It is believed that he was unmarried and left no children surviving him.

22. That said Wallace Coppage, widower, died February 22, 1951, intestate, a resident of St. Mary's County, in the State of Maryland, leaving surviving him as his heirs the following children:

Florence Unglesbee
Myrtle Frost
James E. Coppage (47)
Wilmer Coppage
Paul Coppage
Robert Coppage
Elizabeth C. Arro
Emma Blackstone
John Coppage
Matilda Caltrider

23. That said Martha C. Jones died sometime in the year 1935, intestate, a resident of the City of Baltimore, in the State of Maryland, leaving as her heirs the following children:

Annabelle J. Hynson
Mary J. Francisco
Betha J. Folk
Katherine Bodnar

24. That said Sarah Coppage, unmarried, died February 27, 1958, intestate, a resident of Kent County, in the State of Maryland, leaving surviving her as her only heir at law, her sister:

Margaret C. Seney (25)

25. That said Margaret C. Seney, widow, died July 9, 1966, a resident of Kent County, in the State of Maryland, leaving a Will dated May 24, 1961, admitted to probate on January 10, 1967, and recorded among the will records of said county in Liber E.R.B. No. 4, folio 453, a certified copy of which was filed as a part of the Bill, marked "Plaintiff's Exhibit C". Under Item X of said will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to:

William Dunbar Gould, your Petitioner

26. That said Ahdela Gay Lipp Fallowfield, widow, died sometime in the year 1951, intestate, a resident of the City of Wilmington, in the State of Delaware, leaving surviving her as heirs the following three (3) children:

Edna P. Coffin
Hazel L. Cannon
Charles Noble Lipp (48)

27. That said Benjamin Clay Coppage died June 3, 1957, a resident of Queen Anne's County, in the State of Maryland, leaving a Will dated June 10, 1947, admitted to probate on June 25, 1957, and recorded among the will records of said County in Liber E.E.C. No. 1, folio 517, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit D". Under Item 1 of said Will, the Testator's estate, having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed to his wife, Lucy G. Coppage, for the term of her life. Lucy G. Coppage has since died. Under Item 4 of said Will, therefore, Testator's interest in the said real estate passed to the following residuary devisees:

Alton B. Coppage
Arthur L. Coppage
Mary Edna Baynard

28. That said Estella Elizabeth Willis, widow, died sometime prior to 1960, a resident of Talbot County, in the State of Maryland. There is no information on her death in the Talbot County Register of Wills office. She left surviving her as heirs the following four (4) children:

Benjamin C. Willis
Clarence M. Willis
Orville L. Willis
Hilda W. Callaway (49)

29. That said Joseph Earl Rolph Coppage died August 29, 1953, a resident of Queen Anne's County in the State of Maryland, intestate, leaving surviving him as heirs his wife and five (5) children:

Anna Mae Coppage (wife)
Estella C. Stowman
Benjamin L. Coppage
Charles C. Coppage
Anna Mae Roe
J. Frank Coppage

30. That said Odden Coppage, widower, died April 5, 1947, a resident of Queen Anne's County, in the State of Maryland. There is no information on the estate of Odden Coppage in the Queen Anne's County Register of Wills office. He left surviving him as heirs the following children:

William L. Coppage (50)
Dorothy Holland
Helen McGuire
Mary C. Ridgely (51)

31. That said Noble Coppage died sometime in the year 1947, a resident of Queen Anne's County, in the State of Maryland, leaving a Will dated April 2, 1947, admitted to probate on April 22, 1947, and recorded among the will records of said County in Liber N.S.D. No. 1, folio 456, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit E". Under said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the above described real estate passed to his wife, Mary Elizabeth Coppage, for life,

with the power to consume the same, and any residue left after her death to his heirs at law. The said Mary Elizabeth Coppage departed this life on March 29, 1976. The heirs at law of the said Noble Coppage were:

Ahdela Gay Lipp Fallowfield	(26)	
Benjamin Clay Coppage	(27)	
Estella Elizabeth Willis	(28)	
Joseph Earl Rolph Coppage	(29)	
William L. Coppage	(30)	(50)
Dorothy Holland		
Helen McGuire		
Mary C. Ridgely	(30)	(51)
Mary Elizabeth Coppage, widow	(52)	

32. That said John Benjamin Coppage, widower, died January 23, 1952, a resident of St. Mary's County, in the State of Maryland, intestate, leaving surviving him as heirs his six (6) children as follows:

Mary Catherine Coppage Davis	(54)
William Duke Coppage	
John Frank Coppage	(55)
Martha Priscilla Coppage	
George Herman Coppage	(56)
Mary Olive Coppage Callaway	

33. That said Dudley Waughop Coppage died in the year 1947 a resident of St. Mary's County, in the State of Maryland, intestate, leaving surviving him as heirs the following five (5) children:

Margaret Minerva Davis	
Charlotte Knighten	
Dudley Ross Coppage	(57)
William Franklin Coppage	(58)
D. O. Coppage	

And that Cora L. Coppage, wife of Dudley Waughop Coppage, also survived him but has since died, intestate, leaving said four (4) children as her only heirs at law.

34. That said William Guyther Coppage, widower, died February 15, 1929, a resident of St. Mary's County, in the State of Maryland, testate, leaving hsi three (3) sons as his only heirs at law:

William Stephens Coppage
James Ashby Coppage
Francis Irvin Coppage, Sr.

35. That the said Harry Ross Coppage died August 11, 1949, a resident of St. Mary's County, in the State of Maryland, intestate, leaving surviving him as heirs his children as follows:

Charlotte Ellen Coppage Young
Gladys Coppage Hendrickson

And that Harry Ross Coppage was also survived by a wife who has since died, leaving her children as aforesaid as her only heirs at law.

36. That the said Margaret Dudley died January 4, 1975, a resident of Kent County, in the State of Maryland, leaving a Will dated September 8, 1971, admitted to probate January 13, 1975, and recorded among the will records of said county in Liber E.R.B. No. 7, folio 323, of which a certified copy was filed as a part of the Bill, marked "Platiniff's Exhibit F". Under Item First

of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the above described real estate passed to:

John Dudley (38)
Cora Dudley
as tenants by the entireties.

37. That said Mary Dudley died January 18, 1964, a resident of Kent County, in the State of Maryland, leaving a Will dated September 20, 1958, admitted to probate February 4, 1964, and recorded among the will records of said County in Liber E.R.B. No. 3, folio 294, filed as part of the Bill marked "Plaintiff's Exhibit G". Under Item First of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to:

John Dudley (38)
Margaret Dudley (36)

38. That said John Dudley died April 8, 1977, a resident of Kent County, in the State of Maryland, leaving a Will which has not yet been admitted to probate. He left surviving him as heirs his wife and an adopted son as follows:

Cora Dudley - wife
John Dembeck - son

39. That said James F. Hall, widower, died sometime in the year 1972, a resident of Queen Anne's County, in the State of Maryland, intestate, leaving surviving him as heirs the following children:

James F. Hall, Jr.
Anna Hall Ross
Martha Hall Williams

And that said James F. Hall also left surviving him a grandson, the child of his deceased daughter, Elizabeth Green:

William F. Jarrell, III

40. That said Anna R. Gould, widow, died in January of 1976, a resident of Kent County, in the State of Maryland, intestate, seized and possessed of an undivided 57.407401% interest in said real estate, leaving surviving her as heir, her only child:

Wm. Dunbar Gould, your Petitioner

41. That said John Hepburn Coppage died on August 29, 1975, a resident of Baltimore County, in the State of Maryland, leaving a Will dated May 28, 1971, of which a copy was filed as a part of the Bill marked "Plaintiff's Exhibit H". Under ITEM IV of said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed, in trust, to:

John C. Evelius, remaining trustee,

And that the beneficiaries of said trust are:

Mary Massey Coppage, surviving spouse, life tenant, and
St. Lukes Episcopal Church
Church of the Holy Apostles
Stephen Massey
Samuel Massey, Jr.
D. Edgar Hurlock (45)
Alyce Anne Coppage
William Dunbar Gould, remaindermen

42. That said Hiram Snow Coppage, unmarried, died in or about the year 1940. He left surviving him as his only heir at law, John Hepburn Coppage. His place of residence at the time of his death is unknown.

43. That said Samuel D. Hurlock, widower, died at a date not known by the Plaintiff, a resident of Queen Anne's County, in the State of Maryland, intestate, leaving as heirs the following children:

Samuel George Hurlock
Clarence Orem Hurlock
Sara Alvina Hurlock Summers
Leon Kenneth Hurlock
David Thomas Hurlock
Virginia Anne Hurlock

44. That said Margaret Raynor died at an unverified date. Her residence at the date of her death is unknown. She is believed to have left surviving her as heirs a husband and three (3) children:

Charles Raynor, Sr. - husband
Charles Raynor, Jr.
Richard Raynor
Helen Raynor

45. That said D. Edgar Hurlock, Jr., widower, died May 15, 1977, a resident of Queen Anne's County, in the State of Maryland, laving a Will dated June 16, 1976, admitted to probate on June 9, 1977, and recorded among the will records of said County in Liber M.E.W. No. 2, folio 376, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit I'. Under Item Third of said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the above described real estate passed to his son:

Richard Edgar Hurlock

And that Gertrude Hurlock, the wife of D. Edgar Hurlock, Jr., died May 7, 1977, predeceasing the Testator by eight days.

46. That said Catherine Lucas Knott, widow, died October 13, 1970, a resident of Kent County, in the State of Maryland, intestate, leaving surviving her as her only heir her son,

J. Robert Lucas

47. That James E. Coppage died at a date and with a residence unknown by the Plaintiff. It is believed that he left surviving him a wife and four (4) children, none of whose names and addresses are known by the Plaintiff.

48. That said Charles Noble Lipp died July 3, 1970, a resident of SalemCounty, in the State of New Jersey, leaving a Will dated August 29, 1969, and recorded among the will records of said County in Liber 46, folio 885, of which a certified copy was filed as a part of the Bill, marked "Plaintiff's Exhibit J". Under Item FOURTH of said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed to his residuary devisees as follows:

Jeanette Lipp (widow)	1/3
May Lipp Bull	1/6
Paul Lipp	1/6
Luther Carlton Lipp	1/6
Charles A. Lipp	1/6

49. That said Hilda Willis Callaway, widow, died August 8, 1971, a resident of Arlington County, in the State of Virginia, leaving a Will dated June 10, 1971, admitted to probate, and recorded among the will records of said County in Book 72, folio 152 (estate file # 9268), of which a certified copy was filed as a part of the Bill, marked "Plaintiff's Exhibit K". Under Item THIRD of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above passed to her four (4) children:

Charles M. Callaway
Fay C. Morrison
Gay C. Yelverton
Kay C. Spinks

50. That said William L. Coppage died April 27, 1974, a resident of Queen Anne's County, in the State of Maryland, leaving a Will dated January 25, 1957, not admitted to probate. A Small Estate was opened and letters were granted to Dorothy L. Coppage, the Testator's widow (Small Estate # 116). By Item ONE of the non-probated will of William L. Coppage, as well as by Final Order passed June 11, 1974, in the said Small Estate, the Testator's interest in the real estate above described passed to:

Dorothy L. Coppage

51. That said Mary Coppage Ridgely died sometime in the year 1947 or 1948. There is no information on her in the Queen Anne's County Register of Wills office. She left surviving her a husband, George Ridgely, who died in the year 1974, in Wilmington, Delaware. She left no children surviving her. The heirs at law of George Ridgely are unknown.

52. That said Mary Elizabeth Coppage died March 29, 1976, a resident of Queen Anne's County, in the State of Maryland, leaving a Will dated May 27, 1970, admitted to probate on April 6, 1976, and recorded among the will records of said County in Liber M.E.W. No. 2, folio 115, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit L". Under Item 8 of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to her sister:

Edith M. Thompson (58)

53. That said Mary Catherine Coppage Davis, widow, died October 2, 1970, a resident of Anne Arundel County, in the State of Maryland, leaving a Will made jointly with her husband, Charles E. Davis, and dated January 8, 1967, and recorded among the will records of said County but not probated. No estate was opened for Mary Catherine Coppage Davis. She left surviving her as her only heirs at law the following children:

Elizabeth Davis Pruett (53A)
Frances Von Kennon
Charles B. Davis
Lucy Mae D. David

53A. That the said Elizabeth Davis Pruett departed this life approximately 3 years ago a resident of Anne Arundel County, Maryland, intestate, a widow, and without any issue, leaving as her only heirs at law her brother and sisters:

Frances Von Kennon
Charles B. Davis
Lucy Mae D. David

54. That said John Frank Coppage died July 4, 1955, a resident of St. Mary's County, in the State of Maryland, leaving a Will which was admitted to probate on July 7, 1955, and recorded among the will records of said County in Liber R.G.C. No. 2, folio 184, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit M". Under Item IV of said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed to his residuary devisees as follows:

William Duke Coppage	1/4	
Martha Priscilla Coppage	1/4	
Mary Catherine C. Davis	1/4	(53)
Elizabeth Bunch	1/8	
George H. Coppage, Jr.	1/8	

55. That said George Herman Coppage died October 8, 1948, a resident of St. Mary's County, in the State of Maryland, intestate, leaving surviving him as heirs the following children:

Elizabeth Bunch
George H. Coppage, Jr.

And that Clementin C. Coppage, wife of George Herman Coppage, also survived him but has since died.

56. That said Dudley Ross Coppage died November 1, 1966, a resident of Craven County, in the State of North Carolina, leaving a Will dated August 28, 1962, admitted to probate on November 11, 1966, and recorded among the will records of said County, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit N". Under ITEM II of said will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed to his wife:

Cassie May Coppage

57. That said William Franklin Coppaage died December 29, 1976, a resident of Martin County, in the State of North Carolina, leaving a Will dated June 4, 1976, admitted to probate on January 13, 1977, (estate file #77-E-6) of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit O". Under Item One of said Will, Testator's estate having been solvent, fully administered and distributed, Testator's interest in the real estate above described passed to his wife:

Mary Charles Godwin Coppage

58. That said Edith M. Thompson died in December of 1976, a resident of Queen Anne's County, in the State of Maryland, leaving a will dated October 22, 1976, admitted to probate on January 3, 1977, and recorded among the will records of said County in Liber M.E.W. No. 2, folio 253, of which a certified copy was filed as part of the Bill, marked "Plaintiff's Exhibit P". Under ITEM SIX of said Will, Testatrix's estate having been solvent, fully administered and distributed, Testatrix's interest in the real estate above described passed to her residuary devisee:

The Church Hill Methodist Church

59. That said lands cannot be divided without loss or injury to the parties entitled.

DEFENDANTS, JANIE D. MILLER, ROBERT COPPAGE, EDNA P. COFFIN, MARY EDNA BAYNARD and LUCY MAE D. DAVID, ARE HEREBY WARNED THAT FAILURE TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE January 14, 1981 , MAY RESULT IN THE CASE PROCEEDING AGAINST HIM OR HER BY DEFAULT.

MARGUERITE W. MANKIN
Marguerite W. Mankin, Clerk

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

345

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: December Return Day

File No. 6611

Docket M.W.M. #7

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: WILLIAM L. DUDLEY, PERSONAL REPRESENTATIVE
of the Estate of Hiram Dudley
Cordova, Maryland 21625

You are hereby summoned to the Circuit Court for Queen Anne's County to the December Return Day of this Court, to answer an action at the suit of Wm. DUNBAR GOULD, Kennedyville, Maryland 21645

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

Issued 6th day of November, 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 December 16, 1980, the Plaintiff(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Plaintiff(s) Attorney's

Name: David C. Bryan
111 Lawyers Row
Address: Centreville, Maryland 21617
Telephone: 301-758-1643

Name:

Address:

Marguerite H. Martin
Clerk

SHERIFF'S RETURN

I HEREBY CERTIFY that on the 17 day of NOV, 19 80, I executed service of process upon William L Dudley by delivering and leaving with him a copy of the summons and pleadings.

RECEIVED CIRCUIT COURT
1980 NOV 24 AM 9:35
QUEEN ANNE'S COUNTY

G. B. Forrest
Sheriff of Allat County

Dep Everett Jones

LIBER 14 PAGE 915

LIBER 14 PAGE 916

WILLIAM DUNBAR GOULD	*	IN THE CIRCUIT COURT FOR
VS	*	QUEEN ANNE'S COUNTY
JANIE D. MILLER, et al	*	Equity No. 6611

* * * * * * *

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 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:

D. O. Coppage November 14, 1980

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:
D.O. COPPAGE
ROUTE 8, 2 CARDINAL DRIVE
GAINESVILLE, GEORGIA 30501

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
425		

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY 11/14/80

POSTMARK GAINESVILLE GA NOV 14 1980

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS

☆ GPO: 1978-272-382

RECEIVED
CLERK, CIRCUIT COURT
1981 JAN 21 PM 3 38
QUEEN ANNE'S COUNTY

WILLIAM DUNBAR GOULD	*	IN THE CIRCUIT COURT FOR
VS	*	QUEEN ANNE'S COUNTY
JANIE D. MILLER, et al	*	EQUITY NO. 6611

* * * * * * * * *

CERTIFICATE OF SHERIFF UNDER

MARYLAND RULE 111

I hereby certify that pursuant to the order of this Honorable Court passed hereon October 16, 1980, I did on November 13, 1980, at approximately 11:00 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 Second Order of Publication filed herein and I further certify that said location is within 50 feet of the boundary line facing west.

Walter Clough Jr.
Walter Clough, Jr.
Deputy Sheriff for Queen Anne's County, Maryland