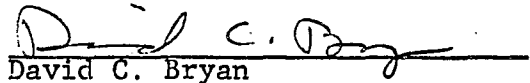


WILLIAM DUNBAR GOULD \* IN THE CIRCUIT COURT FOR  
VS \* QUEEN ANNE'S COUNTY  
JANIE D. MILLER, et al \* Equity No. 6611  
\* \* \* \* \*

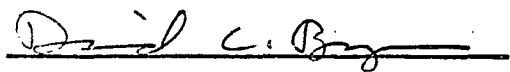
MOTION FOR SUMMARY JUDGMENT

William Dunbar Gould, plaintiff, by David C. Bryan, his attorney, moves pursuant to Maryland Rule 610 for summary judgment against Benjamin C. Willis, Margaret Minerva Davis, Cora Dudley, John Denbeck, Anna Hall Ross, Jeanette Lipp, Kay C. Spinks, and Cassie Mae Coppage on the ground that there is no genuine dispute between the parties as to any material fact, and that the plaintiff is entitled to a decree for the sale of the premises as a matter of law.

  
David C. Bryan

NOTICE TO THE DEFENDANTS

Take notice that this motion may be heard by the Court at any time after January 31, 1981, in accordance with Maryland Rule 610 c2.



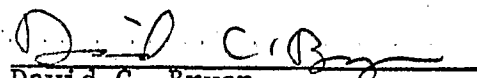
POINTS AND AUTHORITIES

Maryland Rule 610, Salisbury Beauty School<sup>s</sup>v. State Board of Cosmetologists 268 Md 32.

RECEIVED  
CLERK, CIRCUIT COURT  
1981 JAN 21 PM 3:39  
QUEEN ANNE'S COUNTY

CERTIFICATE OF SERVICE

I hereby certify that I hereby mailed a copy of the foregoing Motion for Summary Judgment and Notice to Paul M. Bowman, Esquire, 107 Court Street, Chestertown, Maryland 21620, Attorney for Cora Dudley and John Denbeck; Benjamin C. Willis, 111 North Pompano Beach Boulevard, Pompano Beach, Florida 33062; Margaret Minerva Davis, Rt. 1, Box 55, Pollacksville, North Carolina 28573; Anna Hall Ross, 33 Skyline Drive, East Hartford, Connecticut 06118; Jeanette Lipp, 179 Lee Avenue, Pennsville, New Jersey 08071; Kay C. Spinks, 2111 Cobb Hill Lane, Oakton, Virginia 22124; and Cassie Mae Coppage, Box 846, New Bern, North Carolina 27892, this 21st day of January, 1981 by regular mail postage prepaid.

  
David C. Bryan  
Attorney for Plaintiff

WILLIAM DUNBAR GOULD \* IN THE CIRCUIT COURT FOR  
 VS \* QUEEN ANNE'S COUNTY  
 JANIE D. MILLER, et al \* Equity No. 6611  
 \* \* \* \* \*

MOTION FOR DECREE PRO CONFESSO

William Dunbar Gould, plaintiff, by David C. Bryan, his attorney, moves pursuant to Maryland Rules 310(b) and 675 for a decree pro confesso against the following named defendants for failure to comply with the requirements as to the time for filing an initial pleading, and as grounds therefore says:

1. The following residents were personally served on the date indicated opposite their name and they have not filed an initial pleading herein:

- ✓ William C. Hall April 24, 1980
- ✓ Marie H. Jester April 24, 1980
- ✓ Florence Unglesbee June 26, 1980
- ✓ Myrtle Frost April 25, 1980
- ✓ Wilmer Coppage April 28, 1980
- ✓ Paul Coppage April 30, 1980
- ✓ Elizabeth C. Arro April 29, 1980
- ✓ Matilda Caltrider May 1, 1980
- ✓ Mary J. Francisco April 29, 1980
- ✓ Bertha J. Folk April 29, 1980
- ✓ Katherine Bodnar April 28, 1980
- ✓ Alton B. Coppage April 24, 1980
- ✓ Arthur L. Coppage April 25, 1980
- ✓ Clarence M. Willis June 28, 1980
- ✓ Orville L. Willis April 25, 1980
- ✓ Anna Mae Coppage April 24, 1980
- ✓ Estella C. Stowman April 24, 1980
- ✓ Benjamin L. Coppage April 24, 1980
- ✓ Charles C. Coppage April 24, 1980
- ✓ J. Frank Coppage April 26, 1980
- ✓ Dorothy Holland April 25, 1980
- ✓ Helen McGuire April 24, 1980
- ✓ William Duke Coppage April 25, 1980
- ✓ Martha Priscilla Coppage April 25, 1980
- ✓ Mary Olive Coppage Callaway April 25, 1980
- ✓ William Stephens Coppage May 1, 1980
- ✓ James Ashby Coppage April 26, 1980
- ✓ Francis Irvin Coppage, Sr. April 30, 1980
- ✓ Charlotte Ellen Coppage Young May 4, 1980
- ✓ Gladys Coppage Hendrickson May 4, 1980
- ✓ James F. Hall, Jr. April 24, 1980
- ✓ Martha Hall Williams April 25, 1980
- ✓ John C. Evelius May 2, 1980
- ✓ St. Lukes Episcopal Church April 25, 1980

RECEIVED  
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 QUEEN ANNE'S COUNTY

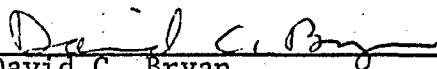
✓Church of the Holy Apostles	April 29, 1980
✓Samuel Massey, Jr.	June 26, 1980
✓Mary Massey Coppage	April 29, 1980
✓Samuel George Hurlock, Sr.	June 26, 1980
✓Richard Edgar Hurlock	April 24, 1980
✓May Lipp Bull	May 4, 1980
✓Dorothy L. Coppage	April 25, 1980
✓Frances von Kennon	April 22, 1980
✓Charles B. Davis	April 22, 1980
✓Elizabeth Bunch	April 29, 1980
✓George H. Coppage, Jr.	April 24, 1980
✓The Church Hill Methodist Church	April 24, 1980
✓William L. Dudley, P/R of Hiram Dudley, deceased	November 17, 1980

2. The following non-residents were served by mail pursuant to Maryland Rule 107a.2 on the date opposite their name and they have not filed an initial pleading herein:

✓Annabelle J. Hynson	April 25, 1980
✓Hazel L. Cannon	April 26, 1980
✓Anna Mae Roe	June 25, 1980
✓Charlotte Knighton	April 26, 1980
✓William F. Jarrell, III	April 29, 1980
✓Stephen Massey	July 7, 1980
✓Alyce Anne Coppage	June 27, 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
✓D. O. Coppage	November 14, 1980

3. That Orders of Publication pursuant to Maryland Rule have been duly issued and posted on April 22, 1980, and November 12, 1980 against all other defendants in this cause who were not summoned or who have not filed answers herein as appears by certificates of the sheriff.

4. That Benjamin C. Willis, Margaret Minerva Davis, Cora Dudley, John Denbeck, Anna Hall Ross, Jeanette Lipp, Kay C. Spinks, and Cassie Mae Coppage are the only Defendants to have filed answers to the Bill of Complaint filed herein.

  
 David C. Bryan  
 Attorney for Plaintiff



POINTS AND AUTHORITIES

Maryland Rules of Procedure 310(b) and 675

Miller on Equity Procedure - section 275

Maryland Law Encyclopedia - Equity - section 265

WILLIAM DUNBAR GOULD \* IN THE CIRCUIT COURT FOR  
VS \* QUEEN ANNE'S COUNTY  
JANIE D. MILLER, et al \* Equity No. 6611  
\* \* \* \* \*

DECREE PRO CONFESSO

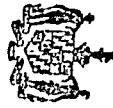
Upon the foregoing Motion, it is this 23<sup>rd</sup> day of *January*, 1981, ADJUDGED, ORDERED and DECREED that the Bill of Complaint herein, as amended, is hereby taken Pro Confesso against the defendants in this cause, except defendants John Denbeck, Cora Dudley, Jeanette Lipp, Benjamin C. Willis, Anna Hall Ross, Kay C. Spinks, Cassie Mae Coppage, Margaret Minerva Davis,

AND the Court finds that since the neglect of a defendant to answer a bill of complaint and a decree Pro Confesso thereon amounts to an admission of the allegations of the bill against all parties against whom the decree passes, the plaintiff is not required to take testimony or affidavits in support of the allegations of the Bill of Complaint.

RECEIVED  
CLERK, CIRCUIT COURT  
1981 JAN 26 AM 10:35  
QUEEN ANNE'S COUNTY

*Clayton C. Carter*  
\_\_\_\_\_  
Judge

OFFICE OF  
**MARGUERITE W. MANKIN**  
CLERK OF THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
CENTREVILLE, MARYLAND 21617

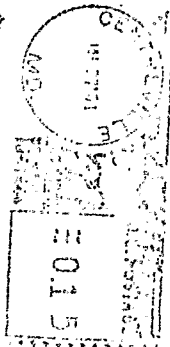


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1981 JAN 33 AM 9:28  
QUEEN ANNE'S COUNTY

6611

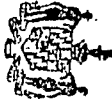
Fay C. Morrison  
2904 Blue Robin Ct.  
Herndon, VA 22070

MDR 04 132925N1 01/29/81  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD



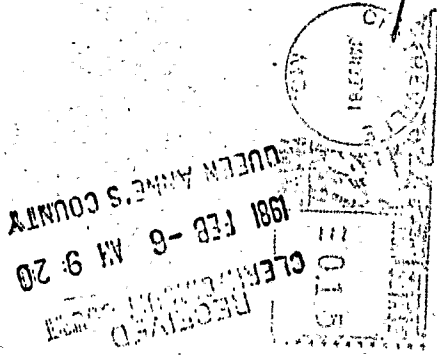
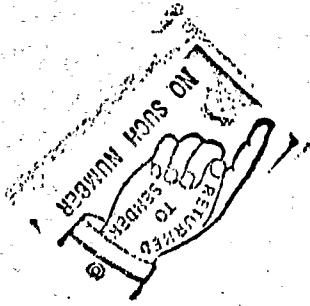
15 FEB 1981

OFFICE OF  
**MARGUERITE W. MANKIN**  
CLERK OF THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
CENTREVILLE, MARYLAND 21617



6611

Annebelle J. Hynson  
8655 Sylvan Ave.  
Van Nuys, CA 91400



OFFICE OF  
**MARGUERITE W. MANKIN**  
CLERK OF THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
CENTREVILLE, MARYLAND 21617



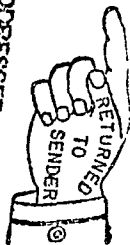
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CIRK. CIRCUIT  
1 FEB -9 AM 10:00  
QUEEN ANNE'S COUNTY

*Please forward to:*

*Stephen Massey  
1254 Pratt  
#3  
Clergy, Ullinois  
60626*

111

ADDRESSEE UNKNOWN



~~Stephen Massey  
2330 Euclid Heights Blvd. (#209)  
Cleveland Heights, Ohio 44106~~



15 2009 9

WM. DUNBAR GOULD	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JANIE D. MILLER et al	*	QUEEN ANNE'S COUNTY
Defendants	*	Cause No. 6611
	* * * * *	

DECREE

This cause standing ready for a decree; the Court having read and considered the Bill of Complaint, as amended, and exhibits, the answers filed by some of the respondents, the plaintiff's motion for summary judgment against those respondents and their failure to (a) object to the allegations and the relief prayed in the Bill of Complaint, (b) object to the plaintiff's motion for summary judgment and (c) to appear at the hearing set on said motion for summary judgment on February 19, 1981, and the neglect of the remaining respondents to file answers herein and the passage of a Decree Pro Confesso against them constituting an admission of the truth of each and every allegation of the Bill of Complaint, as amended, whereupon this Court finds as follows:

(a) That there is no genuine dispute between the plaintiff and the parties who have filed answers herein as to any material fact and that the plaintiff is entitled to a judgment as a matter of law;

(b) That the real estate which is the subject of this proceeding cannot be divided without loss or injury to the parties entitled;

(c) That Eliza (Elizabeth) Jane Coppage, William C. Dudley, Fannie S. Coppage, John Coppage, Bradley Coppage, Cora L. Coppage, John Dudley, James F. Hall, Anna R. Gould, Samuel D. Hurlock, Margaret Raynor, Catherine Lucas Knott, James E. Coppage, Charles Noble Lipp, Hilda Willis Calloway, William L. Coppage, George Ridgely, Mary Catherine Coppage Davis, Clementin C. Coppage, Dudley Ross Coppage, William Franklin Coppage and Elizabeth David Pruett have died or may have died within the past twelve years without any personal representative of their estate having been appointed in the State of Maryland, and owning undivided interests in the real estate which is the subject matter of these proceedings.

It is therefore this 27th day of February, 1981 by the Circuit Court for Queen Anne's County, in Equity ADJUDGED, ORDERED AND DECREED as follows:

1. That David C. Bryan is appointed Trustee to sell the real estate described in paragraph 2 of the Bill of Complaint and in plaintiff's Exhibit A.

2. The said real estate be sold at public sale to be conducted by said Trustee for the purpose of dividing the proceeds of sale among the parties entitled.

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

3. That before the Trustee shall proceed to act as such, he shall first file with the Clerk of this Court a bond to the State of Maryland, with corporate surety to be approved by said Clerk, in the penalty of *Fifteen Thousand Dollars (\$15,000.00)*.

4. That he shall advertise the time, place, manner and terms of sale in a newspaper ~~published~~ published in said Queen Anne's County, for at least three successive weeks, the first insertion to be not less than fifteen (15) days prior to sale, and the last such publication to be not more than one week prior to sale, said notice to provide for payment of the entire purchase price in cash, or one one-fifth (1/5) of the purchase price in cash and four-fifths (4/5) within ten (10) days of the final ratification of said sale by this Court, the deferred payment to bear interest at the legal rate permitted for judgments under the Courts and Judicial Proceedings Article of the Annotated Code of Maryland from the day of sale and to be secured to the Trustee's satisfaction, full possession to be given upon final ratification and final settlement, when taxes and public charges shall be adjusted.

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


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

7. That, upon the final ratification of said sale, and full payment of the purchase money, the Trustee shall convey to the purchaser(s) thereof, by a good and sufficient deed with covenants of further assurances, but without any other warranties or covenants, to be executed and acknowledged agreeably to law, the property so sold free, clear and discharged of all claims of the parties to this cause, or of those claiming by, through or under them or any of them.

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

9. That at the time of the insertion or publication of the advertisement of sale above required, he shall publish in the same newspaper a notice to the creditors of Eliza (Elizabeth) Jane Coppage, William C. Dudley, Fannie S. Coppage, John Coppage, Bradley Coppage, Cora L. Coppage, John Dudley, James F. Hall, Anna R. Gould, Samuel D. Hurlock, Margaret Raynor, Catherine Lucas Knott, James E. Coppage, Charles Noble Lipp, Hilda Willis Calloway, William L. Coppage, George Ridgely, Mary Catherine Coppage Davis, Clementin C. Coppage, Dudley Ross Coppage, William Franklin Coppage and Elizabeth Davis Pruett, all deceased, requiring them to file their claims against said decedents with the Clerk of this Court within sixty (60) days of the date of said first insertion or be excluded from participating in the proceeds of said sale.

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

  
JUDGE



WM. DUNBAR GOULD  
Plaintiff

vs.

JANIE D. MILLER et al.  
Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

In Equity No. 6611

\* \* \* \* \*

PETITION TO FILE BOND NUNC PRO TUNC

TO THE HONORABLE, THE JUDGES OF SAID COURT:

That the petition of David C. Bryan, Trustee in the above titled matter respectfully represents:

1. That pursuant to the decree of this Honorable Court passed on February 27, 1981, the undersigned was appointed Trustee to make sale of real estate which is the subject matter of these proceedings and directed to file his bond herein in the amount of \$15,000.00.

2. That the sale in this matter was held on April 20, 1981, at 11:00 a.m., however, your petitioner inadvertently did not file his required bond herein until April 23, 1981.

WHEREFORE YOUR PETITIONER PRAYS YOUR HONORS to pass an Order directing that your petitioner's bond be filed herein nunc pro tunc on April 20, 1981, 11:00 a.m.

And as in duty bound, etc.

FILED  
CLERK OF COURT  
1981 APR 23 PM 1:19  
QUEEN ANNE'S COUNTY

David C. Bryan  
David C. Bryan, Trustee

ORDER

Upon the foregoing petition, it is this *23rd* day of *April*, 1981, by the Circuit Court for Queen Anne's County in Equity, ORDERED, that the bond of David C. Bryan, Trustee, in the above-captioned cause be filed herein as of 11:00 a.m., on April 20, 1981, nunc pro tunc.

FILED  
CLERK OF COURT  
1981 APR 23 PM 4:24  
QUEEN ANNE'S COUNTY

Stacy Carter  
Judge

WM. DUNBAR GOULD	*	IN THE CIRCUIT COURT
Plaintiff	*	
vs.	*	FOR
JANIE D. MILLER et al.	*	QUEEN ANNE'S COUNTY
Defendants	*	In Equity No. 6611
	* * * * *	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made in this Cause by David C. Bryan, the Trustee appointed to make such sale, unto your Honors, respectfully shows:

1. That pursuant to the Decree of this Honorable Court passed on the 27th day of February, 1981, your Trustee filed a bond in this Cause in the penalty of Fifteen Thousand Dollars (\$15,000.00) with corporate surety thereon which said bond was duly approved by the Clerk of this Court, and Order of Court dated April 23, 1981.

2. That pursuant to said Decree your Trustee advertised the property to be sold at public auction, in the Queen Anne's Record Observer, a newspaper published in Queen Anne's County for three successive weeks, the publication dates being April 1, 1981, April 8, 1981 and April 15, 1981, as appears by the certificate of publication filed with this Report of Sale, and marked "Trustee's Exhibit A."

3. That pursuant to said notice your Trustee attended on the premises on Main Street in Church Hill, Maryland at 11:00 a.m. on Monday, April 20, 1981, and having had the auctioneer cry the sale and read aloud the notice as published in the Queen Anne's Record Observer then and there offered the properties described in the notice for sale by Joseph A. Jackson, Jr., Auctioneer; and did then and there sell the premises described in said advertisement to H. Thomas Williams, agent for Virginia H. Bailey at and for the sum of Twelve Thousand Four Hundred Dollars (\$12,400.00) he being then and there the highest bidder.

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

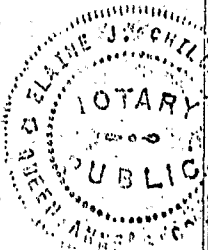
Respectfully submitted,

*David C. Bryan*  
\_\_\_\_\_  
David C. Bryan, Trustee

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

I HEREBY CERTIFY, that on this 23<sup>rd</sup> day of April, 1981, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared David C. Bryan, the Trustee in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and bona fide as therein stated and that the sale was fairly made.

*Elaine J. Chelvat*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 7/1/82



RECORDED  
CLERK OF COURT  
1981 APR 23 PM 1:19

CLERK OF THE COURT

1981 APR 23 PM 1:20

QUEEN ANNE'S COUNTY

Centreville, Md. 4-29-81

## We Hereby Certify

That the annexed advertisement of  
Trustee's Sale

was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 15 day of April 19 81.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 1st day of  
April 19 81, and the last  
insertion on the 15th day of  
April 19 81.

Publishers, Record Observer

Per Margie Sueman

TRUSTEE'S EXHIBIT A

## Trustee's Sale

### of Residence In Church Hill Valuable Fee Simple Real Estate

Under and by virtue of a decree of the Circuit Court of Queen Anne's County, dated February 27, 1981, and passed in a cause entitled "Wm. Dunbar Gould vs. Janie D. Miller et al", being Cause No. 6611 in the equity docket of said Court, in which the undersigned was appointed trustee to sell the hereinafter described real estate, the undersigned trustee will offer at public auction on the premises on Main Street in the Town of Church Hill, Queen Anne's County, State of Maryland at the hour of 11 o'clock a.m., Eastern Time on

### Monday, April 20, 1981

the following described real estate, 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 Lend 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 Lend 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.

IMPROVEMENTS: Attractive single family house in historic Church Hill. The first floor has an entrance hall, living room, dining room, kitchen, half-bath, enclosed back porch and open front porch. The second floor includes two ample bedrooms, one small bathroom and a bath. The house is well situated on an attractive lot with a large back yard.

TERMS OF SALE: The purchaser(s) shall be required to pay twenty per cent (20%) of the purchase price in cash or by certified check on the day of sale. The balance to be paid in cash within ten (10) days of the ratification of the sale by the Circuit Court for Queen Anne's County and to bear interest at ten percent (10%) per annum from day of sale to day of settlement, or all cash on the day of sale as the purchaser(s) may elect. Taxes and all other assessments and charges shall be adjusted to the date of final settlement when possession will be given. All transfer expenses including deed, title papers, documentary stamps, transfer tax, notary fees, title examination, survey of the property, etc., is to be paid by the purchaser(s). Conveyance will be made by a trustee's deed with a covenant of further assurances, and without warranties.

At the time and place of sale, the purchaser(s) will be required to execute a memorandum of sale to make affidavit as required by Rule BR6b3 of the Maryland Rules of Procedure.

Time is of the essence. Compliance with the terms of sale shall be made within the times herein set forth, or the deposit shall be forfeited and the property resold at the risk and expense of the defaulting purchaser(s).

DAVID C. BRYAN  
Trustee  
111 Lawyers Row  
Centreville, Maryland  
301-758-1643  
Joseph A. Jackson, Jr.  
Auctioneer

RD4-1-31-067

### NOTICE TO CREDITORS

Pursuant to the rule of the Circuit Court for Queen Anne's County, and the aforesaid decree, NOTICE IS HEREBY GIVEN to all persons having claims against the real estate of Eliza (Elizabeth) Jane Coppaga, William C. Dudley, Fannie S. Coppaga, John Coppaga, Bradley Coppaga, Cora L. Coppaga, John Dudley, James F. Hall, Anna R. Gould, Samuel D. Hurlock, Margaret Reynor, Catharine Lucas Knott, James E. Coppaga, Charles Nobla Lipp, Hilda Willis Calloway, William L. Coppaga, George Ridgely, Mary Catherine Coppaga Davis, Clementin C. Coppaga, Dudley Ross Coppaga, William Franklin Coppaga and Elizabeth David S. Pruett deceased, and all other persons who may be entitled to participate in the distribution of the surplus proceeds of sale of the above described property, warning them to file such 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 June, 1981, otherwise they may be excluded from participation in the distribution of such surplus proceeds of sale; 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 May, 1981.



Wm. DUNBAR GOULD	*	IN THE CIRCUIT COURT FOR
Plaintiff	*	QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
JANIE D. MILLER, ET AL	*	CHANCERY NO. 6611
Defendants	*	

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, that I did sell at public auction:

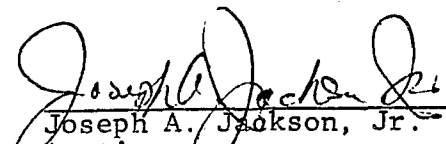
ALL that parcel of land known as the "Anna R. Gould Residence" on Main Street, Second Election District, Queen Anne's County, Church Hill, Maryland.

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

On the premises in the Town of Church Hill, Queen Anne's County, Maryland, on April 20, 1981, beginning at the hour of 11:00 o'clock A.M., Eastern Time, unto

W. THOMAS WILLIAMS AGENT FOR VIRGINIA H. BAILEY

at and for the sum of TWELVE THOUSAND FOUR HUNDRED Dollars (\$12,400.00 ).

  
Joseph A. Jackson, Jr.  
Auctioneer

RECORDED  
CLERK OF COURT  
1981 APR 23 PM 1:20  
QUEEN ANNE'S COUNTY

Wm. DUNBAR GOULD	*	IN THE CIRCUIT COURT FOR
Plaintiff	*	QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
JANIE D. MILLER, ET AL	*	CHANCERY NO. 6611
Defendants	*	

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 20 day of April, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared H. THOMAS WILLIAMS

purchaser at the trustee's sale of this cause and being duly authorized so to do, made oath in due form of law that he purchased all that lot, parcel or tract of land with improvements, described in the Advertisement of Sale in this Cause, ~~as principal or principals and not as agent for anyone, (as agent for VIRGINIA H. GAILLY~~) 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.

Donsey P. Leonard  
 Notary Public  
 My Commission Expires: 7/1/82

QUEEN ANNE'S COUNTY  
 RECORDED  
 CLERK, CLERK OF COURT  
 1981 APR 23 PM 1:20  
 QUEEN ANNE'S COUNTY  
 1981 APR 23 PM 1:20  
 QUEEN ANNE'S COUNTY

ORDER NISI ON SALE

WM. DUNBAR GOULD  
Plaintiff

vs.

JANIE D. MILLER, et al.  
Defendants

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

Cause No. 6611

ORDERED, this 23rd day of April, 19 81, that  
the sale of the real property, made and reported in this cause by  
David C. Bryan, Trustee, be ratified and confirmed,  
on or after the 25th day of May, 19 81, unless  
cause to the contrary thereof be previously shown; provided a copy of this order be inserted  
in some newspaper published in Queen Anne's County, Maryland, once in each of three suc-  
cessive weeks before the 18th day of May, 19 81.

The report states the amount of sales to be \$ 12,400.00.

Marguerite H. Markin Clerk

Filed April 23, 1981

Equity # 6611

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, 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 Fifteen Thousand Dollars (\$15,000.00), current money of the United States of America, to be paid to the said State of Maryland, or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 23<sup>rd</sup> day of April, 1981.

WHEREAS, the above bounded David C. Bryan has been appointed by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 27th day of February, 1981, Trustee to make sale of the real estate mentioned and described in the Cause in said Court entitled "Wm. Dunbar Gould, Plaintiff vs. Janie D. Miller, et al., Defendants", being Cause No. 6611 in the Circuit Court for Queen Anne's County in Equity;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden David C. Bryan, does and shall well and faithfully perform and execute the trust reposed in him by said decree, or that may be reposed in him by any future order or decree in the premises, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of:

J. Carol Bennett

David C. Bryan (SEAL)  
David C. Bryan  
FIDELITY DEPOSIT COMPANY  
OF MARYLAND

By: [Signature]  
Its Attorney-in-Fact

ATTEST:

J. Carol Bennett



RECORDED  
CLERK, CIRCUIT COURT  
1981 APR 23 PM 11:19  
QUEEN ANNE'S COUNTY

*Bond with Surety approved filed  
at 11:00 a.m. on April 20, 1981 minus postage.*



**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 G. 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 foregoing 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. 1978.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



ATTEST:

C. W. Robbins  
Assistant Secretary

By C. W. Robbins  
Vice-President

STATE OF MARYLAND  
CITY OF BALTIMORE

} SS:

On this 14th day of February, A.D. 1978, 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 deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Melinda T. Haus  
Notary Public 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 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

23 day of April, 1981.

[Signature]  
Assistant Secretary

Centreville, Md. ~~5-15~~ 19 ~~81~~

**We Hereby Certify**

That the annexed advertisement of Order of Nisi

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 14th day of May 19 81.

And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 29th day of April 19 81, and the last insertion on the 13th day of May 19 81.

Publishers, Record Observer

Per Marguerite W. Mankin

*Filed May 22, 1981*

**ORDER NISI  
ON SALE  
WM. DUNBAR GOULD  
Plaintiff**

**vs.  
JANIE D. MILLER,  
et al. Defendants  
In the Circuit Court  
for Queen Anne's County**

**In Equity  
Cause No. 6611**

ORDERED, this 23rd day of April, 1981, that the sale of the real property, made and reported in this cause by David C. Bryah, Trustee, be ratified and confirmed, on or after the 25th day of May, 1981, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 18th day of May, 1981.

The report states the amount of sales to be \$12,400.00.

MARGUERITE W. MANKIN  
Clerk

TRUE COPY, TEST:

MARGUERITE W. MANKIN,  
CLERK

BY:

Betty M. Comegys,  
Deputy Clerk

Filed: April 23, 1981.

RO 4-29 31-040

WM. DUNBAR GOULD  
Plaintiff

vs.

JANIE D. MILLER et al.  
Defendants

\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* In Equity No. 6611

\* \* \* \* \*

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this *26th* day of *May*, 1981 by the Circuit Court for Queen Anne's County, that the sale of the real estate made and reported in this cause by David C. Bryan, Assignee, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding order nisi; and the said David C. Bryan, Assignee, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

*Charles Carter*  
Judge

1981 MAY 27 AM 10:15  
QUEEN ANNE'S COUNTY

WM. DUNBAR GOULD	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR QUEEN ANNE'S COUNTY
VS.	*	IN EQUITY
JANIE D. MILLER, ET AL	*	No. 6611
Defendants	*	
* * * * *	*	

PETITION FOR COUNSEL FEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of David C. Bryan, attorney, respectfully represents:

1. That your Petitioner was requested by Wm. Dunbar Gould to prepare the Bill of Complaint in this matter, to proceed to obtain jurisdiction over the defendants and an appropriate decree for the sale of the real estate described in the Bill of Complaint filed herein.

2. Ownership of the real estate which is the subject matter of these proceedings is vested partly in the plaintiff as the sole heir of his mother and as an heir of some of the other owners, and in the heirs-at-law, Anna Coppage Downes who died on January 18, 1935, intestate, leaving her 14 brothers and sisters and their descedents.

3. The names and whereabouts of all of the siblings of the said Anna Coppage Downes and their descedents required extensive research of available Coppage family records, the land, will, Orphans' Court and chancery records of Queen Anne's County, Maryland as well as correspondence with the Register of Wills for Baltimore City, Baltimore County, Anne Arundel County, Kent County, and St. Mary's County in Maryland, Martin and Craven Counties in North Carolina, Arlington County, Virginia, Salem County, New Jersey, and Wilmington, Delaware as well as telephone calls and correspondence with available family members.

4. As can be seen by review of the papers filed herein, there are in excess of 87 specific defendants who are

JUL 23 PM 4 12  
 QUEEN ANNE'S COUNTY

believed to be living of which 77 have definite addresses as well as numerous heirs who are unknown except by name.

5. After filing the original Bill of Complaint, your Petitioner was required to amend the same on two different occasions because service of the Bill on various members of the family brought forth new or different information.

6. In addition to preparation of the Bill of Complaint, your Petitioner requested process of the various known defendants living within the State of Maryland by personal service, process by registered mail on those living outside of the State of Maryland and prepared the orders of publication against those whose whereabouts or existence was unknown, and he obtained answers from those persons outside of the state whose whereabouts were known but who were not properly served.

7. After all the defendants were properly served or had filed answers, your Petitioner filed the appropriate Affidavits of Service and Certificate of Posting, prepared the Motion for a Decree Pro Confesso against those defendants who were summoned and did not answer and a Motion For Summary Judgment against those defendants who filed answers, and the Decree for the sale of the premises in lieu of its partition.

8. During this entire time, your Petitioner had to respond to numerous inquiries from various defendants and their counsel as to the nature of the suit and the value of the property.

9. That in connection therewith, your Petitioner incurred the following expenses:

a) Costs of exhibits for Bill of Complaint and copies of wills and other court records which had to be examined in order to prepare the Bill of Complaint.	\$ 98.60
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b) Long distance telephone calls between August 23, 1979 and November 9, 1979 made to obtain information used in preparing the Bill of Complaint	22.54
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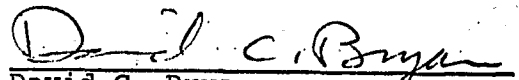
c) Photocopies of the Bill of Complaint for Service of Process-105 copies at \$.07	73.50
d) Postmaster for process by registered mail	93.50
e) Sheriff for Prince George's County, Maryland - Service on Edna P. Kaufman	<u>10.00</u>
Total	\$298.14

10. That the services hereinbefore outlined consumed a total of 179 hours.

11. That these services benefited all the parties to these proceedings in that had they not been performed, the allegations in the Bill of Complaint would have been inadequate and the legal requirements for the sale of the property would not have been met, all of which would have resulted in injury and loss to all the parties hereto.

WHEREFORE YOUR PETITIONER PRAYS your Honors to pass an order allowing him a counsel fee and reimbursement for the hereinbefore enumerated expenses.

Respectfully submitted,



David C. Bryan  
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I hereby mailed a copy of the foregoing Petition For Counsel Fee to Paul M. Bowman, Esquire, 107 Court Street, Chestertown, Maryland 21620, Attorney for Cora Dudley and John Denbeck; Benjamin C. Willis, 111 North Pompano Beach Boulevard, Pompano Beach, Florida 33062; Margaret Minerva Davis, Route 1, Box 55, Pollacksville, North Carolina 28573; Anna Hall Ross, 33 Skyline Drive, East Hartford, Connecticut 06118; Jeanette Lipp, 179 Lee Avenue, Pennsville, New Jersey 08071; Kay

C. Spinks, 2111 Cobb Hill Lane, Oakton, Virginia 22124; and  
Cassie Mae Coppage, Box 846, New Bern, North Carolina 27892, this  
29<sup>th</sup> day of July, 1981 by regular mail postage prepaid.

David C. Bryan  
David C. Bryan  
Attorney for Plaintiff

WM. DUNBAR GOULD	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR QUEEN ANNE'S COUNTY
VS.	*	IN EQUITY
JANIE D. MILLER, ET AL	*	No. 6611
Defendants	*	
* * * * *	* * * * *	

ORDER OF COURT

The foregoing Petition of David C. Bryan, having been read and considered, it is ORDERED this *31st* day of *July*, by the Circuit Court for Queen Anne's County in Equity that the said David C. Bryan be allowed a counsel fee of *\$2250.00* and expenses of \$298.14.

AND IT IS FURTHER ORDERED that the same be allowed as an expense of sale in the audit of this matter *subject to exceptions.*

*Clayton C. Carter*  
Judge

1961 JUN 31 PM 1:52  
QUEEN ANNE'S COUNTY

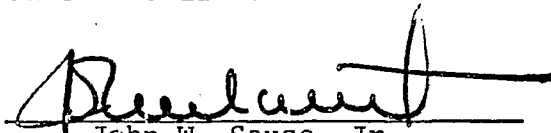


IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

WILLIAM DUNBAR GOULD :  
:  
v. : Chancery #6611  
JANIE D. MILLER, et al. :  
: : : : :

REQUEST FOR ADDITIONAL COMPENSATION

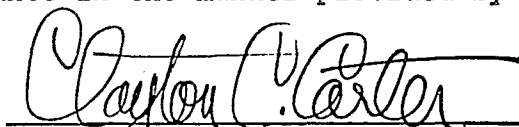
The above-entitled Cause having been referred to the Auditor for a determination of the equitable distribution of the surplus proceeds of the sale reported herein, the Auditor respectfully requests the allowance of extra compensation for the services performed by him for the reasons that he has been required, in addition to his customary and usual duties, to make determinations of the proportional interests of the various Respondents based upon the interrelationship of substantially more than 100 persons (many of whom are deceased, therefore requiring numerous sub-determinations of proportional interests) and to give required notification to many, many times the number of persons involved in an ordinary audit, as required by Maryland Rule 595 g and 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, it is this 15<sup>th</sup> day of June, 1982, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of \$1500.00, together with out of pocket traveling and other expenses allowed by Second Circuit Rule 12 b, such fee and expenses to be paid from funds of the estate, subject to the right of any interested person to file exceptions to this allowance in the manner provided by Maryland Rule 595 g.

  
CLAYTON C. CARTER  
JUDGE

RECEIVED  
CLERK, CIRCUIT COURT

1982 JUN 15 PM 1:40  
QUEEN ANNE'S COUNTY

<u>WILLIAM DUNBAR GOULD</u>	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. <u>6611</u>
<u>JANIE D. MILLER, et al.</u>	*	
	*	

NISI RATIFICATION OF AUDIT

ORDERED this 25th day of June, 1982,  
 that the report and account filed in these proceedings by \_\_\_\_\_  
John W. Sause, Jr., Auditor, be ratified on or after the  
13th day of July, 1982, unless cause to the  
 contrary thereof be previously shown; provided notice is given in  
 manner provided by Maryland Rule 595 g to persons entitled thereto.

Margaret H. Hankin Clerk

Filed June 25, 1982

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

WILLIAM DUNBAR GOULD :  
 v. : Chancery #6611  
 JANIE D. MILLER, et al. :  
 : : : : : : :

SPECIAL REPORT OF AUDITOR  
 DEFINING PERCENTAGE INTERESTS OF PARTIES

In the following table, numbers within parentheses indicate paragraph numbers of the Bill of Complaint, as amended, those in the extreme left column referring to the 14 brothers and sisters of the primary decedent, Anna Coppage Downes. Letters within brackets indicate action taken with respect to the interest of a person, as referred to in the following paragraphs:

- <A> The Bill alleges that 4 of the fourteen brothers and sisters of Anna Coppage Downes predeceased her and died unmarried and without issue, primarily because neither they nor their issue are mentioned in the 1898 probate proceedings relative to their father's death. Since the Bill was taken pro confesso as to the Respondents who did not appear and by summary judgment as to the other Respondents, the effect of the Decrees of January 23 and February 27, 1981, is to establish those facts. Compare, Courts Article, Sections 3-101 et seq., and Haynes v. Metropolitan Life Insur., 262 Md. 355. The 50% interest of Anna Coppage Downes in the subject property has therefore been divided into 10 principal parts, each receiving a basic 5% share.
- <B> In several instances it is alleged that a person died (or was believed to have died) without heirs other than his or her own brothers and sisters (siblings) and their issue. Taking this as established under the Decrees of January 23 and February 27, the interest of the deceased person in his or her parent's share of the property was in fact temporary (having passed back to the siblings) and has been disregarded.
- <C> Where it is alleged that the spouse of a person having an interest in the property has died having the same heirs as the person who had the interest, the transient interest of the spouse has been disregarded.
- <D> Interests so indicated are to be delivered to the Clerk of this Court to be held pending appearance and proof of identity of the persons indicated, appropriate proceedings under Title 3, Subtitle 1, of the Courts Article and/or disposition as directed in the Maryland Uniform Disposition of Abandoned Property Act (Title 17 of the Commercial Law Article). Cf. Maryland Rule BP10 c.

Table of Interests

(3) James Edward Coppage (died 1910)		
(17) Mary Rebecca Coppage (died 1965)	<B>	
(18) James Edward Coppage (died 1940)	<B>	
(19) John Coppage (died ?)	<B>	
(20) Foster Camille Coppage (died 1960-65)		
unknown heirs	<D>	.016665
(21) Bradley Coppage	<B>	
(22) Wallace Coppage (died 1951)		
Florence Unglesbee		.001667

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 CLERK, CIRCUIT COURT

1982 JUN 25 AM 11:05

QUEEN ANNE'S COUNTY

## SPECIAL REPORT OF AUDITOR

PAGE 2

Myrtle Frost		.001667
(47) James E. Coppage		
unknown heirs	<D>	.001667
Wilmer Coppage		.001667
Paul Coppage		.001667
Robert Coppage		.001667
Elizabeth C. Arro		.001667
Emma Blackstone	<D>	.001667
John Coppage	<D>	.001667
Matilda Caltrider		.001667
(23) Martha C. Jones (died 1935)		
Annabelle J. Hynson		.00416625
Mary J. Francisco		.00416625
Bertha J. Folk		.00416625
Katherine Bodnar		.00416625
(4) John Frank Coppage (died 1921)		
Eliza Jane Coppage, widow	<C>	
(24) Sarah Coppage (died 1958)		
Margaret C. Seney (see #25)		
(25) Margaret C. Seney (died 1966)		
William Dunbar Gould		.05
(5) Benjamin Luther Coppage (died 1915)		
(26) Ahdela Gay Lipp Fallowfield (died 1951)		
Edna P. Coffin		.003335
Hazel L. Cannon		.003335
(48) Charles Noble Lipp (died 1970)		
Jeanette Lipp		.00111
May Lipp Bull		.000555
Paul Lipp		.000555
Luther Carlton Lipp		.000555
Charles A. Lipp		.000555
(27) Benjamin Clay Coppage (died 1957)		
Alton B. Coppage		.003333
Arthur L. Coppage		.003333
Mary Edna Baynard		.003334
(28) Estella Elizabeth Willis (died -1960)		
Benjamin C. Willis		.0025
Clarence M. Willis		.0025
Orville L. Willis		.0025
(49) Hilda W. Callaway (died 1971)		
Charles M. Callaway		.000625
Fay C. Morrison		.000625
Gay C. Yelverton		.000625
Kay C. Spinks		.000625
(29) Joseph Earl Rolph Coppage (died 1953)		
Anna Mae Coppage, widow		.00333333
Estella C. Stowman		.00133333
Benjamin L. Coppage		.00133333
Charles C. Coppage		.00133333
Anna Mae Roe		.00133333
J. Frank Coppage		.00133335
(30) Odden Coppage (died 1947)		
(50) William L. Coppage (died 1974)		
Dorothy L. Coppage		.0025
Dorothy Holland		.0025
Helen McGuire		.0025
(51) Mary C. Ridgely (died 1947)		
unknown heirs of George Ridgely	<D>	.0025
(31) Noble Coppage (died 1947)		
Note: Left a life interest to his wife, Mary Elizabeth (52), who died in 1976, and the remainder to his heirs at law. The present effect of this devise is to divide the basic Benjamin Coppage interest		

among a 5-child stock. Mary Elizabeth Coppage (52), her devisee Edith M. Thompson (58) and the latter's devisee, Church Hill Methodist Church therefore have no interest in this distribution

- (6) William Stephen Coppage (died 1915)  
 (32) John B. Coppage (died 1952)  
 (54) John Frank Coppage (died 1955)  
 Note: His interest (.00020835) is divided among his devisees and their heirs as follows:  
 William Duke Coppage .000520874  
 Martha Priscilla Coppage .000520874  
 (53) Mary Catherine Davis  
 Frances Von Kennon .000173626  
 Charles B. Davis .000173626  
 Lucy Mae D. David .000173626  
 Elizabeth Bunch .000260437  
 George H. Coppage, Jr. .000260437  
 These amounts are added below to the other interests of those devisees and devisees' heirs as indicated by "(from 54)":  
 (53) Mary Catherine Coppage Davis (died 1970)  
 (53A) Elizabeth Davis Pruett <B>  
 Frances Von Kennon .00069443  
 (from 54) .000173626 .000868056  
 Charles B. Davis .00069443  
 (from 54) .000173626 .000868056  
 Lucy Mae D. David .00069444  
 (from 54) .000173626 .000868066  
 William Duke Coppage .0020833  
 (from 54) .000520874 .002604174  
 Martha Priscilla Coppage .0020833  
 (from 54) .000520874 .002604174  
 (55) George Herman Coppage (died 1948)  
 Clementin C. Coppage <C>  
 Elizabeth Bunch .00104165  
 (from 54) .000260437 .001302087  
 George H. Coppage, Jr. .00104165  
 (from 54) .000260437 .001302087  
 Mary Olive Coppage Callaway .0020833  
 (33) Dudley Waughop Coppage (died 1947)  
 Cora L. Coppage <C>  
 Margaret Minerva Davis .0025  
 Charlotte Knighten .0025  
 (56) Dudley Ross Coppage (died 1966)  
 Cassie Mae Coppage .0025  
 (57) William Franklin Coppage (died 1976)  
 Mary Charles Godwin Coppage .0025  
 D. O. Coppage .0025  
 (34) William Guyther Coppage (died 1929)  
 William Stephens Coppage .0041665  
 James Ashby Coppage .0041665  
 Francis Irvin Coppage, Sr. .004167  
 (35) Harry Ross Coppage (died 1949)  
 Widow <C>  
 Charlotte Ellen Coppage Young .00625  
 Gladys Coppage Hendrickson .00625  
 (7) Mary Elizabeth (Mollie) Shahan or heirs <D> .05  
 (8) Sarah Matilda Coppage <A>  
 (9) Samuel T. Coppage <A>

## SPECIAL REPORT OF AUDITOR

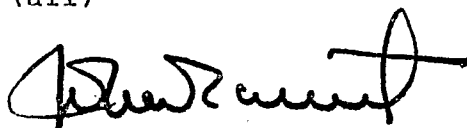
PAGE 4

- (10) Irene Coppage Dudley (died 1898)  
 Janie D. Miller .01  
 (36) Margaret Dudley (died 1975)  
 Cora Dudley (as surviving tenant by  
 the entirety under Will of Margaret  
 Dudley, plus amount from Mary  
 Dudley) .015  
 (37) Mary Dudley (died 1964)  
 Margaret Dudley .005, listed under (36)  
 John Dudley .005, listed under (38)  
 (38) John Dudley (died 1977)  
 Personal Representative of John Dudley  
 (includes amount from Mary Dudley) <D> .015  
 (10A) Hiram Dudley (died 1980)  
 William L. Dudley, Personal Representative .01
- (11) Martha C. Hall (died 1924)  
 (39) James F. Hall (died 1972)  
 James F. Hall, Jr. .0041675  
 Anna Hall Ross .0041675  
 Martha Hall Williams .0041675  
 Elizabeth Green (deceased)  
 William F. Jarrell, III .0041675  
 William C. Hall .016665  
 (40) Anna R. Gould (died 1976)  
 William Dunbar Gould .016665  
 John Hall (died 1927) <B>
- (12) Emiline Coppage <A>
- (13) Enoch George Coppage (died 1924)  
 Fannie S. Coppage, widow <C>  
 (41) John Hepburn Coppage (died 1975)  
 John C. Evelius, Trustee .05  
 Note: Respondents named as bene-  
 ficiaries of the trust have  
 no direct interest in this  
 distribution  
 (42) Hiram Snow Coppage (died 1940) <B>
- (14) Katherine R. Hurlock (died 1942)  
 (43) Samuel D. Hurlock (died ?)  
 Samuel George Hurlock .0016666  
 Clarence Orem Hurlock <D> .0016666  
 Sara Alvina Hurlock Summers <D> .0016666  
 Leon Kenneth Hurlock <D> .0016666  
 David Thomas Hurlock <D> .0016666  
 Virginia Anne Hurlock <D> .001667  
 (44) Margaret Raynor (died ?)  
 unknown heirs and/or:  
 Charles Raynor, Sr. <D> .01  
 Charles Raynor, Jr.  
 Richard Raynor  
 Helen Raynor  
 (45) D. Edgar Hurlock, Jr. (died 1976)  
 Richard Edgar Hurlock .01  
 (46) Catherine Lucas Knott (died 1970)  
 J. Robert Lucas <D> .01  
 Marie H. Jester .01
- (15) Hiram Coppage (died 1863) <A>
- (16) Margaret H. Coppage (died 1957)  
 Note: Margaret H. Coppage owned an un-  
 divided one-half interest in the  
 property under the original Deed

plus 5% of her mother's interest  
(40) Anna R. Gould (died 1976)  
William Dunbar Gould .55

Summary of William Dunbar Gould Interests

(4) John Frank Coppage (all) .05  
(11) Martha C. Hall (part) .016665  
(16) Margaret H. Coppage (all) .55



John W. Sause, Jr.  
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

WILLIAM DUNBAR GOULD :  
 v. : Chancery #6611  
 JANIE D. MILLER, et al :  
 : : : : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price		\$ 12,400.00	
Real property tax adjustment		253.86-	
INTEREST EARNED (through 5/28/82)		<u>672.70</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 12,818.84
EXPENSES OF SALE			
Clerk of Court	\$ 1,334.00		
Advertising			
Notice of sale	286.30		
Order Nisi	41.25		
Bond premiums	120.00		
Auctioneer's fee	31.00		
Attorney fee			
per Order of Court *	2,250.00		
Expenses of attorney			
per Order of Court *	<u>298.14</u>	\$ 4,360.69	
TRUSTEE'S COMMISSIONS		770.00	
AUDITOR'S FEE AND COSTS			
Fee, per Order of Court *	1,500.00		
Postage & xerox	<u>37.44</u>	<u>1,537.44</u>	<u>6,668.13</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 6,150.71

NOTES: Items marked with an asterisk have been approved by the Court subject to the right of interested persons to file exceptions in accordance with Maryland Rule 595 g.

A Special Report, showing (1) the percentage interests of the persons named below and (2) the reasons for not providing distribution for any person named as a Respondent has been filed with the Court and may be inspected by interested parties in the Clerk's office.

An asterisk following a distribution amount indicates that the amount is to be delivered to the Clerk of this Court to be held pending appearance and proof of identity of the persons indicated, appropriate proceedings under Title 3, Subtitle 1, of the Courts Article and/or disposition as directed in the Maryland Uniform Disposition of Abandoned Property Act (Title 17 of the Commercial Law Article). Cf. Maryland Rule BP10 c.

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 QUEEN ANNE'S COUNTY



## DISTRIBUTION

a.	Descended through James Edward Coppage (died 1910)		
	Unknown heirs of Foster Camille Coppage	\$	102.50 *
	Florence Unglesbee		10.25
	Myrtle Frost		10.25
	Unknown heirs of James E. Coppage		10.25 *
	Wilmer Coppage		10.25
	Paul Coppage		10.25
	Robert Coppage		10.25
	Elizabeth C. Arro		10.25
	Emma Blackstone		10.25 *
	John Coppage		10.25 *
	Matilda Caltrider		10.25
	Annabelle J. Hynson		25.63
	Mary J. Francisco		25.63
	Bertha J. Folk		25.63
	Katherine Bodnar		25.63
b.	Descended through John Frank Coppage (died 1921)		
	William Dunbar Gould	\$	307.54
c.	Descended through Benjamin Luther Coppage (died 1915)		
	Edna P. Coffin	\$	20.51
	Hazel L. Cannon		20.51
	Jeanette Lipp		6.83
	May Lipp Bull		3.41
	Paul Lipp		3.41
	Luther Carlton Lipp		3.41
	Charles A. Lipp		3.41
	Alton B. Coppage		20.50
	Arthur L. Coppage		20.50
	Mary Edna Baynard		20.50
	Benjamin C. Willis		15.38
	Clarence M. Willis		15.38
	Orville L. Willis		15.38
	Charles M. Callaway		3.84
	Fay C. Morrison		3.84
	Gay C. Yelverton		3.84
	Kay C. Spinks		3.84
	Anna Mae Coppage		20.50
	Estella C. Stowman		8.20
	Benjamin L. Coppage		8.20
	Charles C. Coppage		8.20
	Anna Mae Roe		8.20
	J. Frank Coppage		8.20
	Dorothy L. Coppage		15.38
	Dorothy Holland		15.38
	Helen McGuire		15.38
	Unknown heirs of George Ridgely heirs		15.38 *
d.	Descended through William Stephen Coppage (died 1915)		
	Frances Von Kennon	\$	5.34
	Charles B. Davis		5.34
	Lucy Mae D. David		5.34
	William Duke Coppage		16.02
	Martha Priscilla Coppage		16.02
	Elizabeth Bunch		8.01
	George H. Coppage, Jr.		8.01
	Mary Olive Coppage Callaway		12.81
	Margaret Minerva Davis		15.38
	Charlotte Knighten		15.38
	Cassie Mae Coppage		15.38
	Mary Charles Godwin Coppage		15.38
	D. O. Coppage		15.38
	William Stephens Coppage		25.63
	James Ashby Coppage		25.63
	Francis Irvin Coppage, Sr.		25.63
	Charlotte Ellen Coppage Young		38.44
	Gladys Coppage Hendrickson		38.44

Auditor's Account	Page 3
e. Mary Elizabeth (Mollie) Shahan or her heirs	\$ 307.54 *
f. Descended through Irene Coppage Dudley (died 1898)	
Janie D. Miller	\$ 61.51
Cora Dudley (includes amount from Mary Dudley)	92.26
Personal Representative of John Dudley (includes amount from Mary Dudley)	92.26 *
William L. Dudley, Personal Representative of Hiram Dudley	61.51
g. Descended through Martha C. Hall (died 1924)	
James F. Hall, Jr.	\$ 25.63
Anna Hall Ross	25.63
Martha Hall Williams	25.63
William F. Jarrell, III	25.63
William C. Hall	102.50
William Dunbar Gould	102.50
h. Descended through Enoch George Coppage (died 1924)	
John C. Evelius, Trustee	\$ 307.54
i. Descended through Katherine R. Hurlock (died 1942)	
Samuel George Hurlock	\$ 10.25
Clarence Orem Hurlock	10.25 *
Sara Alvina Hurlock Summers	10.25 *
Leon Kenneth Hurlock	10.25 *
David Thomas Hurlock	10.25 *
Virginia Anne Hurlock	10.25 *
Charles Raynor, Sr., Charles Raynor, Jr. Richard Raynor, Helen Raynor and/or other heirs of Margaret Raynor	61.51 *
Richard Edgar Hurlock	61.51
J. Robert Lucas	61.51 *
Marie H. Jester	61.51
j. Descended through Margaret H. Coppage (died 1957)	
William Dunbar Gould	\$ 307.54
k. Interest of Margaret H. Coppage as tenant in common	
William Dunbar Gould	\$ 3,075.36

Each distributee to receive also a proportionate part of such interest on the sum invested by the Trustee as may accrue between May 28, 1982, and the date of distribution to the distributee (or, as the case may be, to the Clerk), calculated in accordance with the Special Report filed herein.

NOTICE

The attached Account was filed on the 25<sup>th</sup> 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 #6611. 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. A Special Report filed in the proceedings, which may be inspected by any interested person, shows the proportional values upon which the cash amounts of distribution are based and the reasons for the inclusion or non-inclusion of particular Respondents in the distribution. I further certify that on the 25<sup>th</sup> 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:

DAVID C. BRYAN, ESQUIRE, 111 Lawyers Row, Centreville,  
Maryland 21617  
WILLIAM DUNBAR GOULD, Kennedyville, Maryland 21645  
JANIE D. MILLER, Downes Chapel, Smyrna, Delaware 19703  
WILLIAM L. DUDLEY, Personal Representative of the Estate  
of Hiram Dudley, Cordova, Maryland 21625  
WILLIAM C. HALL, Church Hill, Maryland 21620  
MARIE H. JESTER, Church Hill, Maryland 21620  
FLORENCE UNGLESBEE, 21 Register Avenue, 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  
ROBERT COPPAGE, 831 South Milton Avenue, Baltimore, Maryland  
21224  
ELIZABETH C. ARRO, 5725 Frost Street, Arbutus, Maryland  
21227  
MATILDA CALTRIDER, 3316 Bayonne Avenue, Baltimore, Maryland  
21061  
ANNABELLE J. HYNSON, 8655 Sylvan Avenue, Van Nuys, California  
21400  
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

EDNA P. COFFIN, 6207 42nd Avenue, Hyattsville, Maryland  
20781  
HAZEL L. CANNON, 19 DeVille Court, Apt. 4, Wilmington,  
Delaware 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,  
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, 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 KNIGHTEN, 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  
CHARLOTTE ELLEN COPPAGE YOUNG, Windmill Point, Draydon,  
Maryland 20630  
GLADYS COPPAGE HENDRICKSON, 1164 Sherwood Avenue, Baltimore,  
Maryland 20630  
PAUL W. BOWMAN, ESQUIRE, Chestertown, Maryland 21620  
CORA DUDLEY, c/o John Denbeck, Rt. 4. Chestertown, Maryland  
21620  
JOHN DENBECK, Rt. 4, 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 East 69th Street, New York, New York  
10021  
SAMUEL MASSEY, JR., Chestertown, Maryland 21620  
ALYCE ANNE 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  
CHARLES B. DAVIS, 7686 Quarterfield Road, Glen Burnie,  
Maryland 21061  
LUCY MAE D. DAVID, Rt. 2, Box 869, 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  
D.O. COPPAGE, Route 8, 2 Cardinal Drive, Gainesville,  
Georgia, 30105

  
John W. Sause, Jr.  
Auditor

15 42

The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21617  
CLAYTON C. CARTER, ASSOCIATE JUDGE

**NOT AT QUA**  
445 E. 69th St.

Stephen Massey  
427 East 69th Street  
New York, New York 10021

ATTEMPTED - NOT KNOWN  
NO SUCH NUMBER  
REFUSED  
RTE. # 23 GARR. INTS. 4

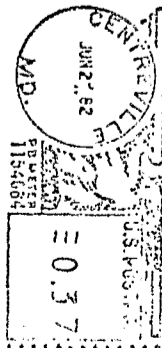
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JUN 27 1982  
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The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21617  
CLAYTON C. CARTER, ASSOCIATE JUDGE

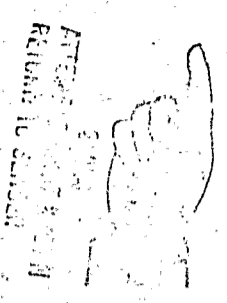
Lucy Mae D. David  
Route 2, Box 869  
Glen Burnie, Maryland 21061

NO SUCH NUMBER



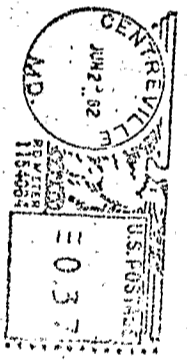
The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21617  
CLAYTON C. CARTER, ASSOCIATE JUDGE



*Does not live at this address*

Robert Coppage  
831 South Milton Avenue  
Baltimore, Maryland 21224

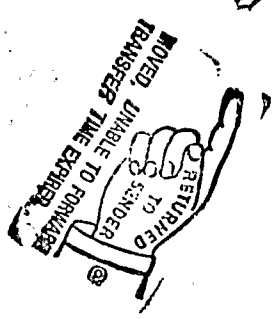




The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21817  
CLAYTON C. CARTER, ASSOCIATE JUDGE

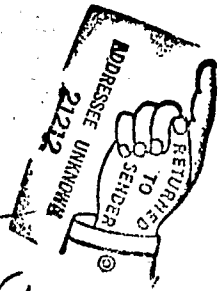
Florence Unglesbee  
21 Register Avenue  
Baltimore, Maryland 21212



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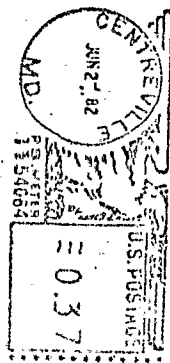
The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21617  
CLAYTON C. CARTER, ASSOCIATE JUDGE



Clarence M. Willis  
120 East Melrose Avenue  
Baltimore, Maryland 21212

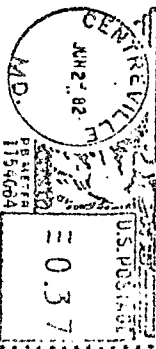
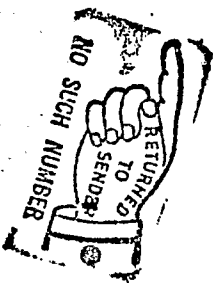
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The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21817  
CLAYTON C. CARTER, ASSOCIATE JUDGE

Annabelle J. Hynson  
8655 Sylvan Avenue  
Van Nuys, California



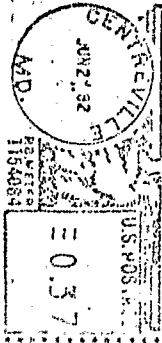
The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21617  
CLAYTON C. CARTER, ASSOCIATE JUDGE

YEL 38 023007N1 06/30/82

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

Gay C. Yelverton  
38 Tower Drive  
Darien, Connecticut 06820



The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21617  
CLAYTON C. CARTER, ASSOCIATE JUDGE

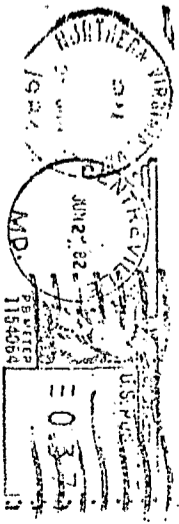
*Not at this address*

FAYE C. MORRISON  
2904 Blue Robin Court  
Herndon, Virginia 22070

FORWARDED

NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD  
RETURN TO SENDER

MOR 04 223017N1 06/30/82



Wm. DUNBAR GOULD

vs.

JANIE D. MILLER, et al.

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 6611  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 15th day of July, 19 82,  
by the Court that the account of the Auditor is finally ratified and  
confirmed, ~~XXXX~~ and David C. Bryan ~~XXXXXXXXXX~~/Trustee,  
is directed to apply the proceeds accordingly, with a due proportion of  
interest as the same has been or may be received.

Margaret H. Neuberger Clerk

Filed July 15, 1982

LAW OFFICE  
DAVID C. BRYAN  
111 LAWYERS ROW  
CENTREVILLE, MARYLAND  
21617

TELEPHONE:  
758-1643

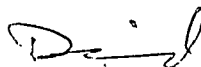
July 19, 1982

Mrs. Marguerite W. Mankin, Clerk  
Circuit Court for Queen Anne's County  
Court House  
Centreville, Maryland 21617

Dear Mrs. Mankin:

Enclosed please find my check in the amount of \$797.23 representing proceeds in Chancery #6611 which were not distributed due to unknown addresses of heirs and unknown heirs which are shown on the attached sheet.

Very truly yours,



David C. Bryan

DCB/mwl  
Enclosures

*Circuit Court  
Fund 012718-03*

## Distribution was not made to the following persons:

1. Unknown heirs of Foster Camille Coppage	\$102.50
2. Florence Unglesbee	10.25
3. Unknown heirs of James E. Coppage	10.25
4. Robert Coppage	10.25
5. Emma Blackstone	10.25
6. John Coppage	10.25
7. Annabelle J. Hynson	25.63
8. Clarence M. Willis	15.38
9. Fay C. Morrison	3.84
10. Gay C. Yelverton	3.84
11. Unknown heirs of George Ridgely heirs	15.38
12. Lucy Mae D. David	5.34
13. Mary Elizabeth (Mollie)Shahan or her heirs	307.54
14. Personal Representative of John Dudley (includes amount from Mary Dudley)	92.26
15. Clarence Orem Hurlock	10.25
16. Sara Alvina Hurlock Summers	10.25
17. Leon Kenneth Hurlock	10.25
18. David Thomas Hurlock	10.25
19. Virginia Anne Hurlock	10.25
20. Charles Raynor, Sr., Charles Raynor, Jr., Richard Raynor, Helen Raynor and/or other heirs of Margaret. Raynor	61.51
21. J. Robert Lucas	<u>61.51</u>
	\$797.23

RECEIVED  
CLERK, CLERK OF COURT  
1982 JUL 19 AM 10:31  
QUEEN ANNE'S COUNTY



WILLIAM DUNBAR GOULD

IN THE CIRCUIT COURT

VS.

FOR

JANIE D. MILLER, ET.AL.

QUEEN ANNE'S COUNTY

CHANCERY NO.

6611

PETITION

The Petition of the Board of Education of Queen Anne's County, by Vachel A. Downes, Jr., its attorney, respectfully represents:

1. That the audit has been filed in this cause and the same has been duly ratified.

2. That the sum of \$797.23 was deposited with the Clerk of the Circuit Court for Queen Anne's County on July 30, 1982, representing moneys to be distributed to unknown or absent persons.

3. That by virtue of Maryland Rule V79(e) (3) and Section 15-108 and Section 9-108 of the Estates and Trust article of the Annotated Code of Maryland, such moneys, after payment of costs, should be paid over to the Board of Education of Queen Anne's County.

4. That said moneys are held by the Clerk of the Circuit Court for Queen Anne's County in a non-interest bearing account.

WHEREFORE, your Petitioner prays this Honorable Court pass an order directing the Clerk of the Circuit Court for Queen Anne's County to pay over the balance of the aforesaid moneys, after allowance for any costs, unto the Board of Education of Queen Anne's County.

AND AS IN DUTY BOUND, ETC.

*Vachel A. Downes, Jr.*

VACHEL A. DOWNES, JR.  
Attorney for Petitioner  
115 Lawyers Row  
Centreville, Maryland 21617  
301-758-0680

2/13/82 RECEIVED FOR RECORD 9:25 AM

ORDER

It appearing that the Bill of Complaint, process and other proceedings in this Cause are in substantial conformity with the requirements of sections b and c of Maryland Rule V79; that there has been no necessity for the appointment of counsel to protect the interests of the unknown and/or absent persons referred to in these proceedings, since those interests are similar in all respects to those of the many known parties in this Cause; and since it appears, and the Court finds, that all reasonable efforts have been made to locate the unknown and/or absent persons designated in the Auditor's Account filed herein on June 25, 1982, with an asterisk(\*) who are entitled to a distribution of funds payable in accordance with such Account and that such persons have not appeared,

AND it further appearing that subsequent to that the rights of all proper claimants are further protected by the provisions of Section 9-108 (b) of the Estates and Trusts Article of the Annotated Code of Maryland,

It is thereupon this 7<sup>th</sup> day of September, 1982, by the Circuit Court for Queen Anne's County, and by the authority of said Court, ORDERED, in accordance with Maryland Rule V79 (e) (3) and Section 15-108 of the Estates and Trusts Article of the Annotated Code of Maryland, that the funds distributable to persons designated in these proceedings as unknown and/or absent, and any accumulated interest thereon, after allowing costs, shall be paid to the Board of Education of Queen Anne's County pursuant to Section 9-108 of the aforesaid Estates and Trusts Article.

**FILED**

SEP 8 1982

CIRCUIT COURT  
QUEEN ANNE'S CO.

Clayton C. Carley  
JUDGE

JOHN F. HALL  
RECEIVER OF JAMES G. METCALFE,  
INC.  
P.O. Box 1211  
Easton, Maryland 21601

Plaintiff

vs.

JOHN REGINAK  
Millville, New Jersey 08332

and

MILDRED REGINAK  
Millville, New Jersey 08332

Defendants

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

Chancery No. 7113

RECEIVED  
CLERK'S CIRCUIT COURT  
1982 APR 21 AM 10:04  
QUEEN ANNE'S COUNTY

BILL TO QUIET TITLE

WITH PRAYER FOR INJUNCTIVE RELIEF

AND FOR APPOINTMENT OF TRUSTEE TO CONVEY

APR 21-82 \* 72641 \*\*\*\*\*70.00  
APR 21-82 A 922641 \*\*\*\*\*10.00  
APR 21-82 A 522640 \*\*\*\*\*60.00

TO THE HONORABLE, THE JUDGES OF SAID COURT:

John F. Hall, Receiver of James G. Metcalfe, Inc., a Maryland corporation whose charter has been dissolved, Plaintiff, in proper person, respectfully represents unto this Honorable Court as follows:

1. That prior to November 18, 1959, James G. Metcalfe acquired title to property at Price, Second Election District, Queen Anne's County, Maryland by the following deeds:

a. deed from Harriet F. Skirven dated June 5, 1952 and recorded among the Land Records of Queen Anne's County, Maryland at Liber T.S.P. No. 5, folio 148. A portion of the property thereon described was conveyed to William J. Bostic, et al by deed dated December 10, 1954 and recorded at Liber T.S.P. No. 19, folio 550;

b. deed from Harriet F. Skirven dated June 5, 1952 and recorded at Liber T.S.P. No. 5, folio 148; and

c. deed from Frank W. Bower and wife dated September 17, 1954 and recorded at Liber T.S.P. No. 18, folio 168.

2. The aforesaid land, less and except the portion thereof conveyed to said William J. Bostic (hereinafter referred to as the "Subject Property") was surveyed by J. R. McCrone, Jr., Inc. in October, 1980, which firm prepared a description thereof as follows:

BEGINNING for the same at a concrete monument found at the intersection of the division line between the lands of Edward Middleton (see T.S.P. 64/293) and the herein described lands, with the northernmost right-of-way line of Massey Avenue,

THENCE, leaving said beginning point so fixed and binding on the aforesaid Massey Avenue, South  $72^{\circ}49'59''$  West 451.00 feet to an iron pipe set;

THENCE, leaving said iron pipe and said Massey Avenue and binding on the division line between the lands of Dorothy M. Holland (see C.W.C. 122/50) and the herein described lands, North  $00^{\circ}59'41''$  West 104.12 feet to an iron pipe set;

THENCE, leaving said iron pipe and binding on the southernmost right-of-way line of the Pennsylvania Railroad, North  $72^{\circ}49'59''$  422.00 feet to an iron pipe set at the end of the first mentioned division line between the lands of Middleton and the herein described lands;

THENCE, leaving said iron pipe and said railroad and binding on the aforesaid division line, South  $17^{\circ}10'01''$  East 100.00 feet to the place of beginning, containing in all 1.002 acres of land, more or less.

3. By an Installment Contract of Sale dated November 18, 1959 and recorded among the Land Records of Queen Anne's County at Liber T.S.P. No. 52, folio 279, James G. Metcalfe and Lillian L. Metcalfe bargained and sold the Subject Property to Robert D. Orem and Mary Orem, his wife, and to John Reginak and Mildred Reginak, his wife, (hereinafter sometimes referred to as the "Purchasers").

4. Pursuant to the terms of said Installment Contract of Sale, Robert D. Orem and Mary Orem executed a promissory note, dated November 18, 1959, in the face amount of \$40,000, payable to James G. Metcalfe; likewise John Reginak and Mildred Reginak executed a separate promissory note, dated November 18, 1959 in the face amount of \$40,000, payable to James G. Metcalfe.

5. On or about December 21, 1959, James G. Metcalfe, Incorporated (the "Corporation") was incorporated in the State of Maryland.

6. Shares of stock were issued equally, one-half to Robert and Mary Orem, jointly, and one-half to John and Mildred Reginak, jointly.

7. Each group of purchasers paid \$10,000 for their stock, for a total initial capitalization of \$20,000. In addition, each group of stockholders assigned their interest in the aforesaid Installment Contract of Sale to the Corporation in exchange for the Corporation's assumption of liability of the stockholders under the said Installment Contract of Sale. Pursuant to such assignment and assumption, the initial payment of \$10,000 due to James G. Metcalfe on January 2, 1960 was made by the Corporation and not by the purchasers. The Corporation reported the assets acquired from James G. Metcalfe as the property of the Corporation on all financial reports, including federal and state income tax returns. Likewise, the Corporation, and not the purchasers, have reported depreciation of the assets acquired from James G. Metcalfe on federal and state income tax returns.

8. No written assignment by the purchasers to the Corporation of the purchasers' interest under the aforesaid Installment Contract of Sale has ever been recorded among the Land Records of Queen Anne's County, Maryland.

9. Upon satisfaction of the debt evidenced by said Installment Contract of Sale and said promissory notes, Rebecca Aldridge Metcalfe, Jane Ervin Metcalfe, and James G. Metcalfe, III, assignees of Lillian L. Metcalfe, and Julian Crew and William Dunbar Gould, Surviving Trustees under the Will of James G. Metcalfe, executed a deed prepared by counsel for the purchasers, which, at the instruction of the purchasers, conveyed the Subject Property to the Corporation. Said deed is dated January 22, 1976, and is recorded among the Land Records of Queen Anne's County at Liber M.W.M. No. 163, folio 622.

10. By decree of the Circuit Court for Queen Anne's County, Maryland, in Equity, Chancery No. 6727, dated September 18, 1980, John F. Hall was appointed Receiver to take charge of the assets and the liquidation of the Corporation, whose charter was dissolved by said decree.

11. By deed dated April 2, 1982 and recorded among the Land Records of Queen Anne's County at Liber M.W.M. No. 184, folio 269, Robert D. Orem and Mary Orem conveyed all their right, title and interest in the subject property to the Plaintiff herein, in his capacity as Receiver of James G. Metcalfe, Inc.

12. That on or about September 19, 1981, the Plaintiff sold, at public auction, the said real estate to one Charles M. Marsteller, Jr. (Marsteller). Marsteller has filed exceptions to ratification of said sale, contending that absent a recorded assignment by John Reginak and Mildred Reginak under said Installment Contract of Sale to said corporation, or to its successors, record title to said land is so deficient as to be unmarketable.

13. Plaintiff has no recourse to a remedy at law.

14. As of the date of filing of this Bill, there is no known action at law or proceeding in equity pending to enforce or test the validity of the title.

15. That there is no collusion between the Plaintiff and the Defendants.

WHEREFORE, your Plaintiff prays that this Honorable Court will enter a decree:

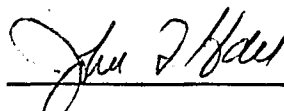
1. Appointing a trustee to convey the interest of John Reginak and Mildred Reginak to the Plaintiff herein, in his capacity as Receiver of James G. Metcalfe, Inc.

2. Quieting title to the property mentioned in these proceedings and enjoining the assertion of any claim of any interest in said property by any Defendant in these proceedings.

3. Declaring that Plaintiff holds a good and merchantable absolute fee simple title to the Subject Property mentioned in these

proceedings, free and clear of any claims of any of the Defendants named herein.

4. Granting such other relief as this Court may deem appropriate.

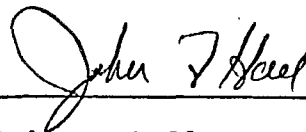


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John F. Hall  
P.O. Box 1211  
11 South Washington Street  
Easton, Maryland 21601  
(301) 822-9228

MOTION BY PLAINTIFF FOR SUMMARY JUDGMENT

The Plaintiff moves for summary judgment against the Defendants on the grounds: that the Defendants have no real defense to the Plaintiff's claim; that there is no genuine dispute between Plaintiff and Defendants as to any material facts, and that the Plaintiff is entitled to judgment as a matter of law.



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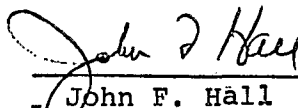
John F. Hall

NOTICE TO DEFENDANTS

Unless you assert a defense within the time allowed by law and the rules of Court, judgment will be entered against you.

The foregoing motion for a summary judgment may be heard by the Court at any time after the expiration of sixty (60) days, counting from the time of service of a copy of the foregoing motion for summary judgment, the affidavit in support thereof, and this notice upon you.

However, said motion for summary judgment may not be heard before the expiration of the time allowed by law and the rules of Court, in which to plead an answer to the Declaration in this cause.



---

John F. Hall

JOHN F. HALL,  
RECEIVER OF JAMES G. METCALFE,  
INC.

Plaintiff

vs.

JOHN REGINAK

and

MILDRED REGINAK

Defendants

IN THE  
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

MARYLAND

IN EQUITY

Chancery No. 7113

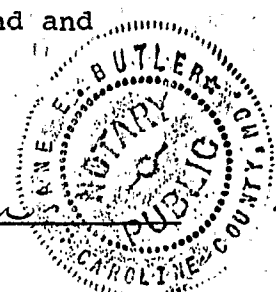
AFFIDAVIT IN SUPPORT OF THE  
FOREGOING MOTION FOR SUMMARY JUDGMENT

STATE OF MARYLAND, COUNTY OF *Caroline*, to wit:

I HEREBY CERTIFY that on this *19th* day of *April*, 1982,  
before me, the subscriber, a Notary Public of the State of Maryland,  
in and for the County of *Caroline*, duly appointed, commissioned and  
qualified, residing in the State and County aforesaid, personally  
appeared John F. Hall, Receiver of James G. Metcalfe, Inc., who made  
oath that the matters and facts set forth in Plaintiff's Bill of  
Complaint are true and correct to the best of his knowledge, infor-  
mation and belief, based upon his research and examination of the  
financial affairs of James G. Metcalfe, Inc.

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

*Anne E. Butler*  
Notary Public



My Commission Expires:

July 1, 1982.



JOHN F. HALL,  
RECEIVER OF JAMES G. METCALFE,  
INC.

Plaintiff

vs.

JOHN REGINAK

and

MILDRED REGINAK

Defendants \*

IN THE  
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

MARYLAND

IN EQUITY

Chancery No. 7113

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF *Caroline*, to wit:

I HEREBY CERTIFY, that on this *19<sup>th</sup>* day of *April*, 1982, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, John F. Hall, Receiver of James G. Metcalfe, Inc., the Plaintiff in the above entitled cause, and made oath in due form of law, that John Reginak and Mildred Reginak

(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.

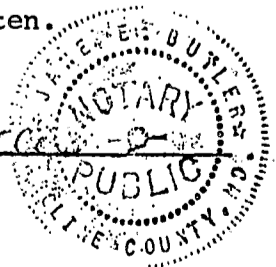
(3) Said Defendants have not been ordered to report for induction under the Selective Service and Training Act of 1940 as amended.

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

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my Notarial Seal on the day and date first above written.

My Commission Expires:  
July 1, 1982.

*Jane E. Butler*  
Notary Public



CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

\_\_\_\_\_ MAY \_\_\_\_\_ Return Day

File No. \_\_\_\_\_ M.W.M. #9 \_\_\_\_\_

Docket \_\_\_\_\_ 7113 \_\_\_\_\_

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: MILDRED REGINAK  
Millville, New Jersey 08332

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 JOHN F. HALL  
RECEIVER OF JAMES G. METCALFE, INC.  
P. O. Box 1211  
Easton, Maryland 21601

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

Issued 21st day of April, 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 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: John F. Hall  
P. O. Box 1211  
Address: 11 South Washington Street  
Easton, Maryland 21601  
Number: (301) 822-9228

Address: \_\_\_\_\_

*Marquette W. Martin*  
Clerk  
QUEEN ANNE'S COUNTY  
COURT

Copy of summons and proceedings mailed to attorney for service.

SHERIFF'S RETURN

I HEREBY CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, I executed service of process upon \_\_\_\_\_  
by delivering and leaving with him a copy of the summons and pleadings.

\_\_\_\_\_  
Sheriff of \_\_\_\_\_ County

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

\_\_\_\_\_ MAY \_\_\_\_\_ Return Day

File No. \_\_\_\_\_ M.W.M. # 9 \_\_\_\_\_

Docket \_\_\_\_\_ 7113 \_\_\_\_\_

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: JOHN REGINAK  
Millville, New Jersey 08332

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 JOHN F. HALL  
RECEIVER OF JAMES G. METCALFE, INC.  
P. O. Box 1211  
Easton, Maryland 21601

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

Issued \_\_\_\_\_ 21st \_\_\_\_\_ day of \_\_\_\_\_ April \_\_\_\_\_, 19 82 .

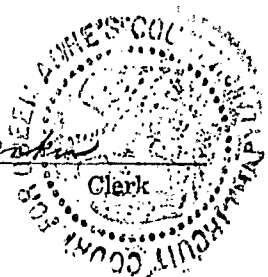
TO THE PERSON(S) SUMMONED:

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 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: \_\_\_\_\_ John F. Hall \_\_\_\_\_  
P. O. Box 1211  
Address: \_\_\_\_\_ 11 South Washington Street \_\_\_\_\_  
Easton, Maryland 21601  
PHONE: \_\_\_\_\_ (301) 822-9228 \_\_\_\_\_

Address: \_\_\_\_\_

*Marquitta W. Mackin*  
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

JOHN F. HALL,  
RECEIVER OF JAMES G. METCALFE,  
INC.

Plaintiff

vs.

JOHN REGINAK

and

MILDRED REGINAK

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

MARYLAND

IN EQUITY

Chancery No. 7113

AFFIDAVIT OF SERVICE

STATE OF MARYLAND, COUNTY OF TALBOT, to wit:

I, JOHN F. HALL, Receiver of James G. Metcalfe, Inc., do hereby certify that on or about April 23, 1982, I forwarded to Mildred Reginak, Millville, New Jersey 08332, by certified mail with restricted delivery, return receipt requested, certificate no. 4195857, a copy of the Writ of Summons, Bill of Complaint, Motion for Summary Judgment, Notice to Plead and Affidavit in Support of Motion for Summary Judgment and cover letter dated April 23, 1982, a copy of which is attached hereto; that on or about May 3, 1982, the return receipt, signed by Mildred Reginak, said return receipt being attached hereto, was returned to my office showing receipt by said Mildred Reginak, on or about April 28, 1982.

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

AS WITNESS my hand and seal, this 13<sup>th</sup> day of May, 1982.

RECEIVED  
CLERK, CIRCUIT COURT  
1982 MAY 14 AM 9:37  
QUEEN ANNE'S COUNTY

John F. Hall (SEAL)  
John F. Hall

JOHN F. HALL  
 ATTORNEY AT LAW  
 11 S. WASHINGTON ST., P.O. BOX 1211  
 EASTON, MARYLAND 21601  
 301 822-9228

April 23, 1982

Mrs. Mildred Reginak  
 Millville, New Jersey 08332

Dear Mrs. Reginak:

I forward herewith a copy of the Writ of Summons, Bill of Complaint, Motion for Summary Judgment, Notice to Defendants, Affidavit in Support of Motion for Summary Judgment and Military Affidavit which have been filed in the captioned proceedings.

If you fail to file an Answer or other defense within sixty (60) days of the date you are shown, on the return receipt, to have received these pleadings, Plaintiff may obtain a decree pro confesso against you. Should you fail to respond to the Motion for Summary Judgment within said sixty (60) day period, judgment may be entered against you summarily.

Very truly yours,

*John F. Hall*

John F. Hall

JFH/jeb

Enclosures  
 as stated

**CERTIFIED MAIL**  
**RESTRICTED DELIVERY**  
**RETURN RECEIPT REQUESTED**

PS Form 3800, Apr. 1976

SENT TO Mildred Reginak STREET AND NO.		P.O. STATE AND ZIP CODE Millville, N.J. 08332		POSTAGE \$5.4	CERTIFIED FEE 1.25	SPECIAL DELIVERY RESTRICTED DELIVERY 1.25	RETURN RECEIPT SERVICE 1.25	OPTIONAL SERVICES	CONSULT POSTMASTER FOR FEES
TOTAL POSTAGE AND FEES \$12.81		POSTMARK OR DATE APR 23 1982		<i>John F. Hall</i>					

RECEIPT FOR CERTIFIED MAIL  
 NO INSURANCE COVERAGE PROVIDED  
 NOT FOR INTERNATIONAL MAIL  
 (See Reverse)  
 p29 4195857

**RESTRICTED DELIVERY**

SENDER: *Mildred Reginak* RETURN TO: *John F. Hall*

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

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:  
 Mrs. Mildred Reginak  
 Millville, N.J. 08332

3. ARTICLE DESCRIPTION: REGISTERED NO. INSURED NO.  
 -4195857-

(Always obtain signature of addressee or agent)

I have received the article described above.  
 SIGNATURE  Addressee  Authorized agent  
*Mildred Reginak*  
 DATE OF DELIVERY APR 23 1982

5. ADDRESS (Complete only if requested)  
 UNABLE TO DELIVER BECAUSE:

28 Form 3811, Jan. 1979

JOHN F. HALL,  
RECEIVER OF JAMES G. METCALFE,  
INC.

Plaintiff

vs.

JOHN REGINAK

and

MILDRED REGINAK

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

MARYLAND

IN EQUITY

Chancery No. 7113

AFFIDAVIT OF SERVICE

STATE OF MARYLAND, COUNTY OF TALBOT, to wit:

I, JOHN F. HALL, Receiver of James G. Metcalfe, Inc., do hereby certify that on or about April 23, 1982, I forwarded to John Reginak, Millville, New Jersey 08332, by certified mail with restricted delivery, return receipt requested, certificate no. 4195858, a copy of the Writ of Summons, Bill of Complaint, Motion for Summary Judgment, Notice to Plead and Affidavit in Support of Motion for Summary Judgment and cover letter dated April 23, 1982, a copy of which is attached hereto; that on or about May 3, 1982, the return receipt, signed by John Reginak, said return receipt being attached hereto, was returned to my office showing receipt by said John Reginak, on or about April 28, 1982.

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

AS WITNESS my hand and seal, this 13<sup>th</sup> day of May, 1982.

RECEIVED  
CLERK, CIRCUIT COURT  
1982 MAY 14 AM 9:38  
QUEEN ANNE'S COUNTY

John F. Hall (SEAL)  
John F. Hall

JOHN F. HALL  
 ATTORNEY AT LAW  
 11 S. WASHINGTON ST., P.O. BOX 1211  
 EASTON, MARYLAND 21601  
 301 822-9228

April 23, 1982

Mr. John Reginak  
 Millville, New Jersey 08332

Dear Mr. Reginak:

I forward herewith a copy of the Writ of Summons, Bill of Complaint, Motion for Summary Judgment, Notice to Defendants, Affidavit in Support of Motion for Summary Judgment and Military Affidavit which have been filed in the captioned proceedings.

If you fail to file an Answer or other defense within sixty (60) days of the date you are shown, on the return receipt, to have received these pleadings, Plaintiff may obtain a decree pro confesso against you. Should you fail to respond to the Motion for Summary Judgment within said sixty (60) day period, judgment may be entered against you summarily.

Very truly yours,

*John F. Hall*

John F. Hall

JFH/jeb

Enclosures  
 as stated

**CERTIFIED MAIL**  
**RESTRICTED DELIVERY**  
**RETURN RECEIPT REQUESTED**

PS Form 3800, Apr. 1976

SENT TO John Reginak MILLVILLE, N.J. 08332		POSTAGE \$5.41
P.O. STATE AND ZIP CODE MILLVILLE, N.J. 08332		CERTIFIED FEE 25
CONSULT POSTMASTER FOR FEES		SPECIAL DELIVERY 1.00
OPTIONAL SERVICES		RESTRICTED DELIVERY 1.50
RETURN RECEIPT SERVICE		
REGISTERED NO.	CERTIFIED NO.	INSURED NO.
TOTAL POSTAGE AND FEES		\$5.41
POSTMARK OR DATE APR 23 1982		

P29 4745838  
 RECEIPT FOR CERTIFIED MAIL  
 NO INSURANCE COVERAGE PROVIDED—  
 NOT FOR INTERNATIONAL MAIL  
 (See Reverse)

**RESTRICTED DELIVERY**

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. John Reginak  
 Millville, N.J. 08332

3. ARTICLE DESCRIPTION:  
 REGISTERED NO. 4195858  
 CERTIFIED NO. \_\_\_\_\_  
 INSURED NO. \_\_\_\_\_  
 (Always obtain signature of addressee or agent)

I have received the article described above.  
 SIGNATURE *John Reginak*  Address  Authorized agent

4. DATE OF DELIVERY  
 APR 23 1982

5. ADDRESS (copy only if requested)

6. UNABLE TO DELIVER BECAUSE:

PS Form 3611, Jan. 1979

JOHN F. HALL,  
RECEIVER OF JAMES G. METCALFE,  
INC.

Plaintiff

vs.

JOHN REGINAK

and

MILDRED REGINAK

Defendants

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

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

Chancery No. 7113

MOTION FOR DECREE PRO CONFESSO

John F. Hall, Receiver of James G. Metcalfe, Inc.,  
Plaintiff, moves this Honorable Court to enter a DECREE PRO CONFESSO,  
and for reasons, says:

1. That the time has passed for the Defendants to file  
an Answer, such that Plaintiff is entitled to the entry of a Decree  
Pro Confesso.

WHEREFORE, Plaintiff prays that a Decree Pro Confesso be  
entered in his favor.

RECEIVED  
CLERK, CIRCUIT COURT  
1982 JUN 30 AM 9:59  
QUEEN ANNE'S COUNTY

John F. Hall  
John F. Hall,  
Receiver of James G. Metcalfe, Inc.  
P.O. Box 1211  
11 South Washington Street  
Easton, Maryland 21601  
(301) 822-9228

ORDER ENTERING DECREE PRO CONFESSO

Upon consideration of Plaintiff's Motion, it is this \_\_\_\_\_  
day of \_\_\_\_\_, 1982, by the Circuit Court for Queen Anne's County  
ORDERED, that the Bill to Quiet Title, etc. of John F. Hall,  
Receiver of James G. Metcalfe, Inc., is taken pro confesso against  
John Reginak and Mildred Reginak and the papers are referred to an  
Examiner of the Court to take testimony to support the allegations  
of the Bill.

\_\_\_\_\_  
Judge



CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that a copy of the foregoing Motion and proposed Order was mailed to the Defendants, John Reginak, Millville, New Jersey 08332 and to Mildred Reginak, Millville, New Jersey 08332, by first class mail, postage prepaid, this 29<sup>th</sup> day of June, 1982.

John F. Hall

John F. Hall

JOHN F. HALL,	*	IN THE
RECEIVER OF JAMES G. METCALFE,	*	CIRCUIT COURT
INC.	*	
		FOR
Plaintiff	*	QUEEN ANNE'S COUNTY
vs.	*	MARYLAND
JOHN REGINAK	*	IN EQUITY
and	*	
MILDRED REGINAK	*	
Defendants	*	Chancery No. 7113

DECREE

Plaintiff's Bill of Complaint and Motion for and Affidavit in Support of Summary Judgment having been read and considered by the Court, and it appearing that the Defendants have failed to file an Answer to said Bill of Complaint, and have failed to file an Affidavit in opposition to said Motion demonstrating a genuine dispute of any material fact, although the time for doing so has passed, and it appearing from the pleadings before the Court that the Plaintiff is entitled to the relief prayed, it is this 7<sup>th</sup> day of July, 1982, by the Circuit Court for Queen Anne's County, In Equity,

ORDERED, ADJUDGED AND DECREED, that P. Marshall Long, Jr., be and he is hereby appointed trustee to convey to John F. Hall, Receiver of James G. Metcalfe, Inc., the interest of John Reginak and Mildred Reginak in and to all that lot or parcel of ground at Price, Second Election District, Queen Anne's County, Maryland, which is described as follows, that is to say:

BEGINNING for the same at a concrete monument found at the intersection of the division line between the lands of Edward Middleton (see T.S.P. 64/293) and the herein described lands, with the northernmost right-of-way line of Massey Avenue,

RECEIVED  
CLERK, CIRCUIT COURT

1982 JUL -7 PM 4:23  
QUEEN ANNE'S COUNTY

THENCE, leaving said beginning point so fixed and binding on the aforesaid Massey Avenue, South 72°49'59" West 451.00 feet to an iron pipe set;

THENCE, leaving said iron pipe and said Massey Avenue and binding on the division line between the lands of Dorothy M. Holland (see C.W.C. 122/50) and the herein described lands, North 00°59'41" West 104.12 feet to an iron pipe set;

THENCE, leaving said iron pipe and binding on the southernmost right-of-way line of the Pennsylvania Railroad, North 72°49'59" 422.00 feet to an iron pipe set at the end of the first mentioned division line between the lands of Middleton and the herein described lands;

THENCE, leaving said iron pipe and said railroad and binding on the aforesaid division line, South 17°10'01" East 100.00 feet to the place of beginning, containing in all 1.002 acres of land, more or less.

BEING the same lots or parcels of ground which were conveyed to James G. Metcalfe by the following deeds: (a) deed from Harriet F. Skirven dated June 5, 1952 and recorded at Liber T.S.P. No. 5, folio 148 (save and except for the portion conveyed to William J. Bostic, et al., by deed dated December 10, 1954 and recorded at Liber T.S.P. No. 19, folio 550; (b) deed from Harriet F. Skirven dated June 5, 1952 and recorded at Liber T.S.P. No. 5, folio 148; and (c) deed from Frank W. Brower and wife dated September 17, 1954 and recorded at Liber T.S.P. No. 18, folio 168;

and; it is further

ORDERED, ADJUDGED AND DECREED that title to said property is vested in John F. Hall, Receiver of James G. Metcalfe, Inc., free and clear of any claims of either of the Defendants named herein, who are hereby enjoined from asserting any claim of any interest in the above described property; and it is further

ORDERED, ADJUDGED AND DECREED that the Defendants shall pay the costs of these proceedings.

  
JUDGE

BETTY J. SCHELTS  
33 Spruance Road  
Dover, Delaware 19901  
Plaintiff

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

vs.

RAYMOND M. SMITH  
P.O. Box 13  
Barclay, Maryland 21607  
Defendant

IN EQUITY

CHANCERY NO. 6832

BILL OF COMPLAINT

FFB-3-81 \* 29494 \*\*\*\*\*60

FFB-3-81 A 920101 \*\*\*\*\*60

Betty J. Schelts, Plaintiff, by her attorneys Robert E. Jarrell and Nier, Jarrell and Hubbard, brings this Bill of Complaint against Raymond M. Smith, Defendant, and for cause thereof says:

1. That the Plaintiff and Defendant were married on March 21, 1973, in Salisbury, Maryland.
2. That on July 21, 1980 the Plaintiff obtained an absolute divorce from the Defendant by The Family Court of the State of Delaware.
3. That the Plaintiff has since such divorce remarried and is now Betty J. Schelts.
4. That the Defendant has several assets now in his possession which are assets owned by the parties hereto as tenants in common, such assets being the following:
  - (a) realty more fully described in a deed from Charles E. Nickerson to Raymond M. Smith and Betty J. Smith, dated April 30, 1975 and recorded in Liber C.W.C. No. 92, folio 745, one of the Land Records for Queen Anne's County, Maryland, said realty being improved by a one story modular home located on the westerly side of Maryland State Route 313 in the town of Barclay, Queen Anne's County, Maryland.
  - (b) the following personalty: 1979 Thunderbird automobile, 1979 Ford Van Econoline, a Champion Motor Home, 2 sofas, 1 love seat, 2 chairs, coffee table, room divider, card table, antique wash stand, 3 antique milk cans, 2 beds, Avon collection, children's games, coin collection (framed on wall), linens, curtains throughout house, dishes and old silverware, pots and pans, gas stove, refrigerator, dishwasher, washer, dryer, rug shampooer, lawn chairs, and other miscellaneous personalty.
5. That some of the above assets may be subject to valid liens or encumbrances.

NIER, JARRELL  
& HUBBARD  
ATTORNEY-AT-LAW  
DENTON, MARYLAND  
21629

TELEPHONE 479-2112

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CLERK, CIRCUIT COURT

1981 FEB -3 AM 9:11

QUEEN ANNE'S COUNTY

6. That the above described property cannot be physically divided between the parties hereto.

7. That the Plaintiff has no adequate remedy at law.

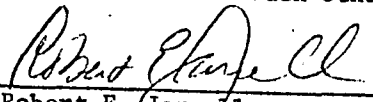
8. That your Plaintiff believes and therefore avers that the Defendant is renting the above mentioned realty to an unknown third party and the Defendant is receiving and retaining all rent payments for same.

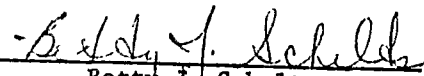
WHEREFORE your Plaintiff prays:

1. That the above mentioned property be sold in lieu of partition and the proceeds divided between the parties equally after the payment of any valid liens or encumbrances against same;

2. That the Defendant account for all monies received from the rental of the aforementioned realty;


3. And for such other and further relief as may be requisite.

  
Robert E. Jarrell  
Nier, Jarrell & Hubbard  
3 N. First Street  
P.O. Box 397  
Denton, Maryland 21629  
Telephone: 479-2112  
Attorneys for Plaintiff

  
Betty J. Schelts  
Plaintiff

OATH

I do hereby solemnly swear and affirm under the penalties of perjury that the above facts and matters are true and correct to the best of my knowledge, information and belief.

  
Betty J. Schelts

NIER, JARRELL  
& HUBBARD  
ATTORNEY-AT-LAW  
DENTON, MARYLAND  
21629  
TELEPHONE 479-2112

LIBER

15 PAGE 73

## CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS:

March

Return Day

File No. 6832

Docket M.W.M. #8

## STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: RAYMOND M. SMITH  
P. O. Box 13  
Barclay, Maryland 21607

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 BETTY J. SCHELTS  
33 Spruance Road  
Dover, Delaware 19901.

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

Issued 3rd day of February, 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 March 17, 1981, the Plaintiff(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

## Plaintiff(s) Attorney's

Name: Robert E. Jarrell  
Nier, Jarrell & Hubbard  
Address: 3 N. First Street  
P. O. Box 397  
Name: Denton, Maryland 21629  
Telephone: 479-2112  
Address:

Margaret H. Rankin  
Clerk

## SHERIFF'S RETURN

I HEREBY CERTIFY that on the 9th day of February, 19 81, I executed service of process upon Raymond M. Smith by delivering and leaving with him a copy of the summons and pleadings.

1981 FEB 11 AM 10:42  
QUEEN ANNE'S COUNTY

Milton L. Nelson, Deputy  
Sheriff of Queen Anne's County

BETTY J. SCHELTS	:	IN THE CIRCUIT COURT FOR
33 Spruance Road	:	QUEEN ANNE'S COUNTY
Dover, Delaware 19901	:	
Plaintiff	:	EQUITY NO. 6832
VS.	:	
RAYMOND M. SMITH	:	
P. O. Box 13	:	
Barclay, Maryland 21607	:	
Defendant	:	
:	:	:

ANSWER TO BILL OF COMPLAINT

NOW COMES Raymond M. Smith, by Patrick E. Thompson, his Attorney, and in Answer to the Bill of Complaint heretofore filed in this cause, says:

1. That the allegations of Paragraphs 1, 2 and 3 of said Bill of Complaint are admitted.

2. In Answer to Paragraph 4 of said Bill of Complaint, the Defendant admits that the real estate mentioned therein is owned as tenants in common but denies that the Plaintiff has any interest in the personalty named therein. The Defendant further avers that since the desertion of the Plaintiff, he has made payments on a mortgage on the realty and on various liens against the personalty and requests this Court order that he be reimbursed one-half of such payments by the Plaintiff or alternatively that he be given credit for such payments in the distribution of proceeds arising from any sale of the assets mentioned.

3. The allegations of Paragraph 5 of said Bill of Complaint are admitted.

4. In answer to Paragraph 6 of the said Bill of Complaint, the Defendant admits that the realty described cannot be physically divided but denies the allegations of the balance of said Paragraph.

5. The Defendant has no knowledge of the allegations of Paragraph 7 of said Bill of Complaint.

6. In Answer to Paragraph 8 of said Bill of Complaint, the Defendant has no knowledge of what the Plaintiff may believe or aver.

WHEREFORE, the Defendant prays:

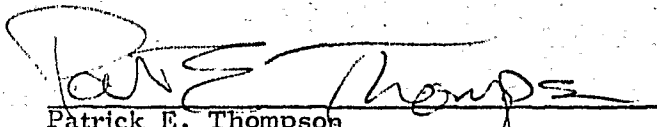
A. That this Court determine the ownership, equitable and legal, of the items described in the Bill of Complaint.

B. That the Defendant be given allowance for such payments as he may have made on the assets mentioned since the separation of the parties or that the Plaintiff be ordered to reimburse the Defendant therefore.

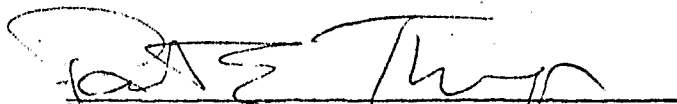
C. And for such other and further relief as his cause may require.

TURNER & THOMPSON  
ATTORNEYS AT LAW  
100 LAWYERS ROW  
CENTREVILLE, MARYLAND  
21617

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1991 MAR 17 PM 2:09  
QUEEN ANNE'S COUNTY

  
Patrick E. Thompson  
Attorney for Defendant

I HEREBY CERTIFY, that on this 17th day of March, 1981, I served a copy of the within Answer to Bill of Complaint on Robert E. Jarrell, Esquire, by mailing a copy of the same to him at Nier, Jarrell and Hubbard, Denton, Maryland 21629.

  
Patrick E. Thompson



BETTY J. SCHELTS : IN THE CIRCUIT COURT  
 33 Spruance Road  
 Dover, Delaware 19901  
 Plaintiff  
 vs. : FOR QUEEN ANNE'S COUNTY

RAYMOND M. SMITH : IN EQUITY  
 P.O. Box 13  
 Barclay, Maryland 21607 : CHANCERY NO. 6832

REQUEST FOR PRODUCTION OF DOCUMENTS

Betty J. Schelts, Plaintiff, by Robert E. Jarrell and Nier, Jarrell and Hubbard, her attorneys requests, pursuant to Maryland Rule 419 a, the Defendant, Raymond M. Smith, to produce and permit the inspection and copying by the Plaintiff and her attorneys of the documents described in Schedule A, attached hereto. Production of the requested documents shall take place at 10:00 o'clock a.m. on May 15, 1981 at the office of Robert E. Jarrell, 3 North First Street, Denton, Maryland 21629 or at such other reasonable time and place as may be agreed upon within thirty (30) days of this Request.

Defendant, Raymond M. Smith, has possession, custody or control of each of these documents described in Schedule A.

*Robert E. Jarrell*

Robert E. Jarrell  
 Nier, Jarrell and Hubbard  
 3 North First Street  
 Telephone: 479-2112  
 Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 10th day of April, 1981, I mailed a copy of the foregoing Request to Patrick E. Thompson, Esquire at 109 Lawyers Row, Centreville, Maryland 21617.

*Robert E. Jarrell*

Robert E. Jarrell  
 Attorney for Plaintiff

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 1981 APR 14 AM 9:22  
 QUEEN ANNE'S COUNTY

NIER, JARRELL  
 & HUBBARD  
 ATTORNEYS-AT-LAW  
 DENTON, MARYLAND  
 21629  
 TELEPHONE 479-2112

LIBER 15 PAGE 77

SCHEDULE A  
INSTRUCTIONS

1. This Document Request calls for documents relating to the period January 1, 1973 through the date of service of this Request, unless otherwise indicated. Any document relating to this period is to be produced, regardless of whether the document came into existence before, after, or during this period.

2. The Request herein for any document shall be deemed a request for a copy of such document when its original is not available or the copy contains any notations or information not contained on the original.

3. Each document produced pursuant to this Request is to be identified by the paragraph number pursuant to which it is requested. To the extent that any document is responsive to more than one paragraph of the Request, it may be identified by the paragraph number which first applies.

4. If any privilege is claimed as to any document called for in this Request, the response regarding that document shall state: (a) the particular privilege claimed; (b) the date of such document; (c) a description of the document's subject matter; (d) the name and address of the person to whom the document is directed or circulated; (e) the name and address of the person who prepared the document; (f) the name and address of the person who otherwise received or saw the document or to whom its contents were disclosed; and (g) the name and address of the person now in possession of the document.

5. This Document Request is to be deemed a continuing Request. If, after your response and production pursuant to this Request, you learn of or otherwise come into possession, custody, or control of documents called for by this Request, such documents are to be produced.

DOCUMENTS REQUESTED

1. The 1978, 1979 and 1980 Federal and Maryland Income Tax returns of the Defendant, Raymond M. Smith

2. The certificate of title to the 1979 Thunderbird, the 1979 Ford Van Econoline, the Champion Motor Home, and the double wide mobile home.
3. All papers or documents concerning the financing of such vehicles and mobile home listed in Paragraph 2.
4. All agreements or written statements made by the Plaintiff involving any of the property listed in the Bill of Complaint.
5. All agreements or written statements made by Defendant involving any of the property listed in the Bill of Complaint.
6. All bills of sale, receipts or other documents evidencing ownership of any of the property listed in the Bill of Complaint.
7. Any lease agreement for the rental of the double wide mobile home.
8. All checks evidencing payment of the mortgage on the lot located in Barclay or of the security agreement on the double wide mobile home located on said lot.
9. All records involving the rental of the double wide mobile home.

Equity #6832.

Schells vs. Smith

Dec. 23, 1981

Defendants Exhibits

#1 - list of items taken by Mrs Schells when she left.

Plaintiff's Exhibits

BETTY J. SCHELTS,	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR QUEEN ANNE'S COUNTY
vs.	:	
RAYMOND M. SMITH,	:	IN EQUITY
Defendant	:	CHANCERY NO. 6832

DECREE

This cause having come to trial on October 23, 1981, whereupon the Court finds as follows:

1. That the parties hereto are entitled to a sale of the following personal property held by them as tenants in common:

1979 Thunderbird automobile, 1979 Ford Van Econoline, a Champion Motor Home, 2 sofas, 1 love seat, 2 chairs, coffee table, room divider, card table, antique wash stand, 3 antique milk cans, 2 beds, Avon collection, coin collection (framed on wall), linens, curtains throughout the house, dishes and old silverware, pots and pans, gas stove, refrigerator, dishwasher, washer, dryer, rug shampooer and lawn chairs.

2. That the real estate described in Paragraph 4(a) of the Bill of Complaint and held by the parties hereto as tenants in common cannot be divided without loss or injury to the parties interested.

3. That this Court may decree a sale of the personal and real property described herein and divide the money resulting from the sale in the following manner: first, the payment of the costs of sale and Trustees' commissions; second, the payment of all liens and encumbrances on any of the property herein mentioned; third, to the Defendant, one-half of all monies paid by the Defendant on the existing mortgage on the aforementioned real property, and one-half of all property taxes and insurance on same, from July 21, 1980 to the date of sale of same, minus, however, one-half of all rents received by Defendant on said real property from July 21, 1980 to the date of sale of same; fourth, the remaining balance to be divided equally between Plaintiff and Defendant.

NIER, JARRELL  
& HUBBARD  
ATTORNEYS-AT-LAW  
DENTON, MARYLAND  
21629  
TELEPHONE 479-2112

IT IS THEREUPON this 29th day of December, 1981, by the Circuit Court for Queen Anne's County, Sitting in Equity, ADJUDGED, ORDERED and DECREED as follows:

A. That Patrick E. Thompson, Esquire and Robert E. Jarrell, Esquire, are hereby appointed Trustees for the purpose of making sale of the personal and real property described herein and such sale shall be conducted in the manner provided in Subtitle BR of Chapter 1100 of the Maryland Rules.

B. Before they shall make a judicial sale, the Trustees shall file with the Clerk of this Court a bond to the State of Maryland, in the penalty amount of \$35,000 and with such surety as shall be approved pursuant to Md. Rule H2, conditioned on faithful performance and execution of the trust reposed in them.

C. That, upon the final ratification of said sale and full payment of the purchase money, the Trustees shall deliver unto the purchasers of the personal property the items which they purchased and shall convey unto the purchaser or purchasers by a good and sufficient deed, executed, acknowledged and delivered agreeably to law, the real property so sold to him, her or them free, clear and discharged of all claims of the parties to this cause, or of those claiming by, through or under them or any of them, and of all liens and encumbrances on all such property.

D. Further, upon ratification of the report of sale, the papers in this proceeding shall, pursuant to Md. Rule 595, be referred to the Auditor of this Court to state an account; and said Trustees shall bring into this Court all of the money arising from said sale to be disposed of under the direction of this Court, after deducting therefrom the costs of this proceeding relating to the sale in lieu of partition and such commissions to said Trustees as allowed by 2nd Circuit Rule BR8 a., but subject to increase or decrease pursuant to 2nd Circuit Rule BR8 b.

NIER, JARRELL  
& HUBBARD  
ATTORNEYS-AT-LAW  
DENTON, MARYLAND  
21629  
TELEPHONE 479-2112

DEC 29 1981  
QUEEN ANNE'S COUNTY

E. That the costs of these proceedings be paid equally between the parties hereto.

*Clayton C. Carter*

---

JUDGE

NIER, JARRELL  
& HUBBARD  
ATTORNEYS-AT-LAW  
DENTON, MARYLAND  
21629  
TELEPHONE 479-2112

Equity #1 6832

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

KNOW ALL MEN BY THESE PRESENTS, That we, PATRICK E. THOMPSON of Queen Anne's County, State of Maryland, and ROBERT E. JARRELL of Caroline County, State of Maryland, as principal, and HARTFORD ACCIDENT & INDEMNITY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of THIRTY FIVE THOUSAND DOLLARS (\$35,000.00), current money of the United States of America, to be paid to the said State of Maryland, or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 11th day of March, 1982.

WHEREAS, the above bounded Patrick E. Thompson and Robert E. Jarrell have been appointed by a decree of the Circuit Court for Queen Anne's County in Equity, passed on the 29th day of December, 1981, Trustee to make sale of the real estate and property mentioned and described in the Cause of said Court entitled "Betty J. Schelts, Plaintiff, vs. Raymond M. Smith, Defendant, being Cause No. 6832 in the Circuit Court for Queen Anne's County in Equity;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded Patrick E. Thompson and Robert E. Jarrell do and shall well and faithfully perform and execute the trust reposed in them by said decree or that may be reposed in them by any future order or decree in the premises, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of:

Byron S. Eiland Patrick E. Thompson (SEAL)  
Patrick E. Thompson

Rennie M. Hunt Robert E. Jarrell (SEAL)  
Robert E. Jarrell

HARTFORD ACCIDENT & INDEMNITY COMPANY

By: [Signature]  
Its Attorney-in-Fact

ATTEST:

TURNER & THOMPSON  
ATTORNEYS AT LAW  
109 LAWYERS ROW  
CENTREVILLE, MARYLAND  
21017

Surety Approved Mar 11, 1982

HARTFORD ACCIDENT & INDEMNITY COMPANY



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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber MWM No. 3, folio 226, 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 11th day of March, 1982.

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



IN THE CIRCUIT COURT

QUEEN ANNE'S  
FOR ~~CAROLINE~~ COUNTY

IN EQUITY, No. 6832

BETTY J. SCHELTS

Plaintiff

Vs.

RAYMOND M. SMITH

Defendant

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Patrick E. Thompson and Robert E. Jarrell  
Trustees, in the above entitled cause, respectfully shows:

First: That by a Decree of this Honorable Court, passed in the above entitled cause on the  
29th day of December, 1981, they were duly appointed Trustees,  
to sell the property decreed to be sold in said cause.

Second: That, after having given bond as required by law and said Decree, with surety  
approved by the Clerk of the Circuit Court for Queen Anne's County, and after having given more than  
three weeks' notice of the time, place, manner and terms of sale by advertisement inserted in The  
Record Observer, a newspaper printed and published in Queen Anne's County, Mary-  
land, as will appear by a printer's certificate of said advertisement filed herewith, your Trustee  
did attend at public sale, at the premises Barclay, in the town of Barclay  
Maryland, on April 5 1982, between the hours of 1:30 and 3:00  
o'clock P. M., and did then and there offer and expose all the right, title, interest and estate at law  
and in equity, of all the parties to the aforesaid cause, of, in and to the property therein mentioned  
to the highest bidder, said property being hereinafter described:

Third: That, your Trustees did not sell certain property enumerated in the Decree  
of Court dated December 29, 1981 because the Defendant, Raymond M. Smith, had removed  
same from the premises prior to the sale and had not returned same to the premises for  
the auction sale on April 5, 1982, although such personalty was advertised for sale.  
Such personalty not sold at the sale included the Champion Motor Home, antique wash  
stand, 2 milk cans, the Avon collection, the coin collection, (framed on wall), dishes  
and old silverware, pots & pans, rug shampooer.

Fourth: That the following personalty was sold at such sale to the following persons  
(they being the highest bidders) for the prices set forth:

- |                                                |                                         |
|------------------------------------------------|-----------------------------------------|
| 1. Lamp to Mary Callaway ----- \$2.00          | 29. Drapes to P. Walton ----- \$6.00    |
| 2. Crewet & toaster to T. R. Bragg ---- 3.00   | 30. Drapes to Betty Cannon ----- 1.00   |
| 3. Box & contents to J. Laughlin ----- 1.00    | 31. Hanging lamps to C. Moss ---- 2.00  |
| 4. Box & contents to Mary Callaway ---- 1.00   | 32. 3 piece living suite to             |
| 5. Oil lamp & pumpkin to T.R.Bragg ---- 1.00   | Paul McGinnis -----16.00                |
| 6. Love seat to T. R. Bragg ----- 3.00         | 33. Punch bowl & ladle to               |
| 7. Lot of tools to Kenny Anderson ---- 1.00    | Roger Dutton ----- 2.00                 |
| 8. Fire extinguisher to T.R.Bragg ---- 1.00    | 34. Book ends to Bill Embert ---- 5.00  |
| 9. Box of pruners & small tools to             | 35. Desk pen set to Kenny Anderson 1.00 |
| T. R. Bragg ----- 5.00                         | 36. Pair bud vases & contents           |
| 10. Cages, bucket & training wheels to         | of rack to Mary Callaway ---- 1.00      |
| E. Walls ----- 3.00                            | 37. Shelves to Betty Cannon ----- 6.00  |
| 11. Screening & 2 chairs to P.Walton --- 5.00  | 38. Box springs & Mattress to           |
| 12. Law Chairs to T.R. Bragg ----- 1.00        | E. Walls ----- .50                      |
| 13. Contents of building to J.Laughlin--- 5.00 | 39. Box Springs & mattress to           |
| 14. Frame puzzles to P. Walton ----- 4.00      | E. Walls ----- .50                      |
| 15. Box & Contents to E. Walls ----- 5.00      | 40. Small table to Kenny Anderson-3.00  |
| 16. TV stands to P. Walton ----- 1.00          | 41. Coffee table to C. Moss ----11.00   |
| 17. Stool to C. Moss ----- 1.00                | 42. Stone jar to A. Darling ----13.00   |
| 18. Barrell to E. Walls ----- 4.00             | 43. Contents of Box & hamper            |
| 19. Milk can to V. Williams ----- 2.00         | to Pete Walton ----- 1.00               |
| 20. Cushions, rugs, etc. to P.Walton ---- 3.00 | 44. 1979 Ford Econoline Van to          |
| 21. Misc. lot to Chas. Skinner ----- 1.00      | John Murdoch -----1,075.00              |
| 22. Contents of box to Bob Rikard ---- 1.00    | 45. 1979 Thunderbird to                 |
| 23. Blue sofa & chair to C. Welch ----- 1.00   | Louise Spencer -----3,200.00            |
| 24. Curtains & sheets to P.Walton ----- 6.00   |                                         |
| 25. Drapes to P. Walton ----- 3.00             |                                         |
| 26. Curtains to Betty Cannon ----- 1.00        |                                         |
| 27. Hot tray & box & contents to               |                                         |
| Mary Callaway ----- 1.00                       |                                         |
| 28. 2 pair skates & pots & pans to             |                                         |
| Alice Elbern ----- 1.00                        |                                         |

TOTAL PERSONALTY -----\$4,411.00

Fifth: That the following realty was sold after all of the personalty:

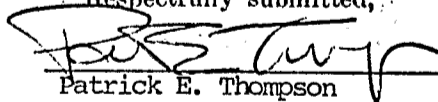
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QUEEN ANNE'S COUNTY

ALL that lot or parcel of land containing a frame building formerly used as a store called or known as Lot No. 1 of the Arlie W. Anderson lots and shown distinguished on the plat hereinafter mentioned by the number and word, Lot No. 1, situate, lying and being in the village of Barclay in the First Election District of Queen Anne's County on the westerly side of the state road leading from the village of Barclay to Sudlersville and contained within the following metes and bounds, courses and distances according to a plat of the Arlie W. Anderson lots made October 9, 1941, by J. B. Metcalfe, Surveyor, being the plat herein mentioned. BEGINNING for the same at an iron pipe set in the ground 25 feet westerly from the center of said state road and on a dividing line between the property herein granted and that of Elizabeth Queen, and running thence by and with the said Queen land north 89 degrees 32 minutes west 144.4 feet to an iron pipe set in the Queen lands, thence still by side of Queen lands north 0 degrees 10 minutes west 54 feet to an iron pipe set in the line of the other lands of Arlie W. Anderson, thence by and with the lands or once of Arlie W. Anderson south 89 degrees 32 minutes east 144.4 feet to a point marked by an iron pipe set in the ground 25 feet westerly from the center of said road, and thence by and with the said State Road south 54 feet to the place of beginning, containing, .18 of an acre, more or less.

IT BEING THE SAME LAND described in a deed from Charles E. Nickerson to Raymond M. Smith and Betty J. Smith, dated April 30, 1975 and recorded in Liber C.W.C. No. 92, folio 745, one of the Land Records for Queen Anne's County, Maryland.

Your Trustees then and there sold the said <sup>real</sup> property to William Otis Elborn & Alice Marie Elborn, his wife, they being the highest bidders therefor, at the sum of TWENTY TWO THOUSAND (\$ 22,000.00 ), and said purchasers have satisfactorily complied with the terms of sale.

Respectfully submitted,

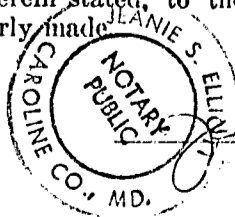
  
Patrick E. Thompson


  
Robert E. Jarrell, Trustees

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 6th day of April, 1982, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, aforesaid, personally appeared Robert E. Jarrell Trustee, and made oath in due form of law that the matters and things stated in the foregoing 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.

Witness my hand and Notarial Seal.  
My Commission Expires: 7/1/1982



  
Notary Public.  
Jeanie S. Elliott

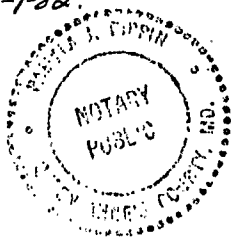
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8<sup>th</sup> day of April, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Patrick E. Thompson, Trustee, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are correct and true as therein stated, to the best of his knowledge and belief and that the sale reported was fairly made.

WITNESS my hand and Notarial Seal.

Pamela J. Pappin  
Notary Public

My Commission Expires: 7-1-82



NIER, JARRELL  
& HUBBARD  
ATTORNEYS-AT-LAW  
DENTON, MARYLAND  
21029  
TELEPHONE 479-2112

BETTY J. SCHELTS,	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR QUEEN ANNE'S COUNTY
VS.	:	
RAYMOND M. SMITH,	:	IN EQUITY
Defendant	:	CHANCERY NO. 6832

The Undersigned, under the penalties of perjury, do hereby make oath in due form of law as follows:

1. That they were not acting as agent for anyone.
2. That no others are interested as principals.
3. That Undersigned has not directly or indirectly discouraged anyone from bidding for the property purchased.

Robert L. Richard

Ruth Spinner

Betty Connor

Bill Embert

Eugene Walls

J R Boney

Maria Thomas

Laluan Welch

Paul B. McGinnis

McKinnish, W. W. W. W. W.

Louise Spencer

Alta Carlson

John J. [Signature]

P. D. [Signature]

Pete Walter

Mary Callaway

Victoria M. Williams

Johnny A. [Signature]

Alice Marie Elbow

William [Signature] Elbow

NIER, JARRELL  
 & HUBBARD  
 ATTORNEYS-AT-LAW  
 DENTON, MARYLAND  
 21029  
 TELEPHONE 479-2112

RECEIVED  
 CLERK, CIRCUIT COURT  
 1982 APR -8 PM 2:35  
 QUEEN ANNE'S COUNTY

BETTY J. SCHELIS  
Plaintiff

vs.

RAYMOND M. SMITH  
Defendant

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CHANCERY NO. 6832

FINAL ORDER OF RATIFICATION OF  
SALE OF PERSONALTY

ORDERED, this 12th day of April, 1982, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the personal property enumerated in Item Fourth of the Report of Sale filed in this proceeding by Patrick E. Thompson and Robert E. Jarrell, Trustees, be and the same is hereby finally ratified and confirmed.

  
JUDGE

RECEIVED  
CLERK, CIRCUIT COURT  
1982 APR 12 AM 10:44  
QUEEN ANNE'S COUNTY

NIER, JARRELL  
& HUBBARD  
ATTORNEYS-AT-LAW  
DENTON, MARYLAND  
21629  
TELEPHONE 479-2112

ORDER NISI ON SALE

BETTY J. SCHELTS

vs.

RAYMOND M. SMITH

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 6832

ORDERED, this 12th day of April, 1982, that  
the sale of the real property, made and reported in this cause by  
Patrick E. Thompson and Robert E. Jarrell, Trustees, be ratified and confirmed,  
on or after the 13th day of May, 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 suc-  
cessive weeks before the 6th day of May, 1982.

The report states the amount of sales to be \$ 22,000.00.

*Marguerite St. Markis* Clerk

Filed April 12, 1982



RECEIVED  
CLERK, CIRCUIT COURT

Centreville APR 22 1982 AM 10:38

QUEEN ANNE'S COUNTY  
**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 5th day of April 1982.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 17th day of  
March 1982, and the last  
insertion on the 31st day of  
March 1982.

Publishers, Record Observer

Per Margaret C. Freeman

## Trustees' Sale

Of Valuable  
Residential Property  
In The Town Of Barclay  
Queen Anne's Co.  
And Of Motor Home,  
Thunderbird & Van  
Plus Other Personalty

Under and by virtue of a Decree dated  
December 29, 1981 by the Circuit Court for  
Queen Anne's County, Maryland, in Equity, in  
Chancery No. 6832, wherein Betty J. Schelts  
is Plaintiff and Raymond M. Smith is Defen-  
dant; the undersigned Trustees will offer for  
sale at a public auction at the home premises,  
Barclay, Queen Anne's County, Maryland, the  
following real estate and personalty to be sold  
at 1:30 P.M. on

**Mon., April 5, 1982**

ALL that lot or parcel of land containing a frame  
building formerly used as a store called or known as  
Lot No. 1 of the Arlie W. Anderson lots and shown  
distinguished on the plat hereinafter mentioned by  
the number and word, Lot No. 1, situate, lying and  
being in the villega of Barclay in the First Election  
District of Queen Anne's County on the westerly  
side of the state road leading from the villega of  
Barclay to Sudlersville and contained within the  
following mates and bounds, courses and distances  
according to a plat of the Arlie W. Anderson lots  
made October 9, 1941, by J. B. Metcalfe, Surveyor,  
being the plat herein mentioned. BEGINNING for  
the same at an iron pipe set in the ground 25 feet  
westerly from the center of said state road and on a  
dividing line between the property hereby granted  
and that of Elizabeth Queen, and running thence by  
and with the said Queen land north 89 degrees 32  
minutes west 144.4 feet to an iron pipe set in the  
Queen lands, thence still by side of Queen lands  
north 0 degrees 10 minutes west 54 feet to an iron  
pipe set in the line of the other lands of Arlie W.  
Anderson, thence by and with the lands or onca of  
Arlie W. Anderson south 89 degrees 32 minutes east  
144.4 feet to a point marked by an iron pipe set in  
the ground 25 feet westerly from the center of said  
road, and thence by and with the said State Road  
south 54 feet to the place of beginning, containing  
.18 of an acre, more or less.

IT BEING THE SAME LAND described in a deed  
from Charles E. Nickerson to Raymond M. Smith  
and Betty J. Smith, dated April 30, 1975 and record-  
ed in Liber C.W.C. No. 92, folio 745, one of the Land  
Records for Queen Anne's County, Maryland.

**IMPROVEMENTS:** This property is improved by  
a 1971 modular home consisting of 4 bedrooms, 2  
baths, living room, dining room, kitchen and family  
room, complete with patio and utility building.

**MOTOR VEHICLES & PERSONALTY** to be sold  
immediately after sale of realty: 1977 Champion  
Motor Home - 24', sleeps 8, fully furnished; 1979  
Ford Econoline Van E-250; 1979 Ford Thunderbird -  
e/c and other options; 2 sofas, 1 love seat, 2 chairs,  
coffee table, room dividers, card table, antique wash  
stand, 3 antique milk cans, 2 beds, Avon collection,  
coin collection (framed on wall), linens, curtains  
throughout the house, dishes and old silverware,  
pots and pans, gas stove, refrigerator, dishwasher,  
dryer, rug shampooer and lawn chairs and other  
miscellaneous personalty.

**TERMS OF SALE:** Personalty to be paid for in full  
on day of sale and to be removed upon final ratifica-  
tion of sale as to personalty. Inspection of all motor  
vehicles shall be at the expense of Purchaser. Realty  
- Three Thousand Dollars (\$3,000) cash on day of  
sale, the balance payable upon final ratification of  
sale by the Circuit Court for Queen Anne's County,  
the credit portion of the purchase price to bear inter-  
est at the rate of ten percent (10%) per annum  
and to be secured to the satisfaction of the Trustees.  
Real estate taxes are to be adjusted to date of settle-  
ment. Transfer taxes, recording costs, revenue  
stamps and deed preparation, title examination to be  
at the expense of purchaser.

PATRICK E. THOMPSON  
ROBERT E. JARRELL,  
TRUSTEES IN CHANCERY NO. 6832  
AUCTIONEER:  
Joe Jackson

RO-3-17-31-026

Centreville, Md. 5-5 1982**We Hereby Certify**That the annexed advertisement of  
Order Nisiwas published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 6TH day of MAY 1982.And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 21ST day of  
APRIL 1982, and the last  
insertion on the 5TH day of  
MAY 1982.

Publishers, Record Observer

Per

Margie Sumner**ORDER NISI ON SALE  
BETTY J. SCHELTS**

vs.

**RAYMOND M. SMITH**

In the Circuit Court

for

Queen Anne's County

In Equity

Cause No. 6832

ORDERED, this 12th day  
of April, 1982, that the sale  
of the real property, made  
and reported in this cause  
by Partick E. Thompson  
and Robert E. Jarrell, Trust-  
ees, be ratified and con-  
firmed, on or after the 13th  
day of May, 1982, unless  
cause to the contrary  
thereof be previously  
shown; provided a copy of  
order be inserted in some  
newspaper published in  
Queen Anne's County,  
Maryland, once in each of  
three successive weeks  
before the 6th day of May,  
1982.The report states the  
amount of sales to be  
\$22,000.00.

MARGUERITE W.

MANKIN

By Betty M. Cornegys

Deputy Clerk

Filed April 12, 1982

RO-4 21-31-051

**FILED**

MAY 18 1982

CIRCUIT COURT  
QUEEN ANNE'S CO.

ORDER NISI

BETTY J. SCHELTS

Plaintiff

Vs.

RAYMOND M. SMITH

Defendant

IN THE CIRCUIT COURT

QUEEN ANNE'S  
FOR CAROLINE COUNTY

IN EQUITY, No. 6832 Chy.

ORDERED, this \_\_\_\_\_ day of April 19 82, that the real sale of the property mentioned in these proceedings, made and reported by Patrick E. Thompson and Robert E. Jarrell

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/ Anne's County, Maryland, once in each of three successive weeks, before the \_\_\_\_\_ day of 19 82.

The Report states the amount of sales to be \$ 22,000.00

Clerk.

RECEIVED  
CLERK, CIRCUIT COURT  
1982 APR -8 PM 2:35  
QUEEN ANNE'S COUNTY

FINAL ORDER RATIFICATION OF SALE

BETTY J. SCHELTS

Plaintiff

Vs.

RAYMOND M. SMITH

Defendant

QUEEN ANNE'S  
IN THE CIRCUIT COURT  
FOR CAROLINE COUNTY

IN EQUITY, No. 6832 Chy.

ORDERED, This 19th day of May, 19 82, by the Circuit Court for /Anne's County, in Equity, that the sale of the property mentioned in these proceedings by Patrick E. Thompson and Robert E. Jarrell Trustees ,

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 Trustees \* (are) allowed the usual commissions and all expenses, not personal, for which they shall produce vouchers to the Auditor. for the sale of the personalty and of the realty sold by said Trustees.

RECEIVED  
CLERK, CIRCUIT COURT  
1982 MAY 20 AM 10:35  
QUEEN ANNE'S COUNTY

*Robert E. Jarrell*  
JUDGE

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

BETTY J. SCHELTS :  
 Plaintiff :  
 v. : Chancery #6832  
 RAYMOND M. SMITH :  
 Defendant :  
 : : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF SALE			
Real estate		\$ 22,000.00	
Personal property		<u>4,411.00</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 26,411.00
COMMISSIONS PAYABLE TO TRUSTEES		\$ 1,470.55	
EXPENSES OF SALE			
Court costs	\$ 175.50		
Advertising			
Notices of sale	196.56		
Report of sale	37.55		
Bond premium	140.00		
Appraisal	50.00		
Auctioneer's fee (maximum)	190.28		
Labor at sale	<u>60.00</u>	849.89	
AUDITOR'S FEE AND COSTS			
Fee for audit, per order	\$ 45.00		
Postage & xerox	<u>1.36</u>	46.36	
LIENS AND ENCUMBRANCES			
Joint			
Maryland National Bank	\$ 7,469.28		
Ford Motor Credit Corp.	1,968.63		
Duplicate vehicle titles	4.00		
Town of Barclay, taxes	<u>79.90</u>	9,521.81	
Raymond Smith, individually			
Bureau of Support			
Enforcement	\$ 1,039.50		
Clerk of Court	<u>77.53</u>	<u>1,117.03</u>	<u>13,005.64-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			<u>\$ 13,405.36</u>
DISTRIBUTION, as agreed by Counsel			
BETTY SCHELTS			
1/2 of Net Available	\$ 6,702.68		
Individual liens			
of Raymond Smith	558.52		
1/2 motor home--not sold	2,750.00		
1/2 plumbing repairs	<u>181.48-</u>	\$ 9,829.72	
RAYMOND SMITH			
1/2 of Net Available	\$ 6,702.68		
1/2 plumbing repairs			
(from Betty Schelts)	181.48		
1/2 motor home--as above	2,750.00-		
Individual liens			
(reimburse Betty Schelts)	<u>558.52-</u>	<u>3,575.64</u>	
TOTAL DISTRIBUTED			\$ 13,405.36-

FEDERAL  
 CLERK OF COURT  
 QUEEN ANNE'S COUNTY  
 1982 AUG -6 AM 10:30

NOTICE

The attached Account was filed on the 6th day of August, 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

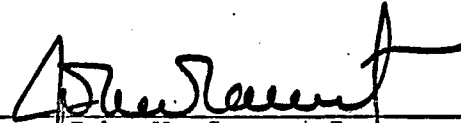
I hereby certify that I have examined the suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciaries in Chancery Cause #6832. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, 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 6th day of August, 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:

Patrick E. Thompson, Esquire  
109 Lawyers Row  
Centreville, Maryland 21617

Robert E. Jarrell, Esquire  
P.O. Box 397  
Denton, Maryland 21629

Raymond M. Smith  
P.O. Box 13  
Barclay, Maryland 21607

Betty J. Schelts  
Lot #60  
Dover East Trailer Park  
Dover, Delaware 19901



John W. Sause, Jr.  
Auditor

BETTY J. SCHELTS

vs.

RAYMOND M. SMITH

\*  
\*  
\*  
\*  
\*  
\*

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
IN EQUITY  
No. 6832

NISI RATIFICATION OF AUDIT

ORDERED this 6th day of August, 1982,  
that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 24th 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. Markin Clerk

Filed August 6, 1982

BETTY J. SCHELTS

vs.

RAYMOND M. SMITH

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 6832  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 24th day of August, 1982,

by the Court that the account of the Auditor is finally ratified and confirmed, and Jarrell Patrick E. Thompson and Robert E. /, ~~XXXXXXX~~ Trustees, are directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marjorie H. Mankin Clerk

Filed August 24, 1982

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY, MARYLAND

VACHEL A. DOWNES, JR.  
Substitute Trustee

Plaintiff

vs.

THEODORE WILSON TILGHMAN, III  
and  
MARY JO TILGHMAN

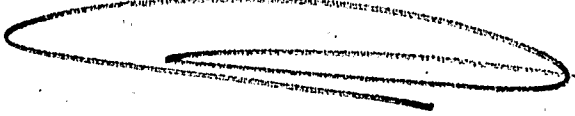
Defendants

Chancery No. 7107

APR 16-82 \* 22499 \*\*\*\*\*60.00  
APR 16-82 A 22499 \*\*\*\*\*60.00

Mr. Clerk:

Please file the suit as above entitled, file the Deed of Trust and Deed of Trust Note, Statement of Indebtedness, Military Affidavit and file and approve the Bond.



Paul M. Nussbaum

REICHELT, NUSSBAUM & BROWN  
3723 34th Street  
Mt. Rainier, Maryland 20712  
(301) 779-9000

RECEIVED  
CLERK, CIRCUIT COURT  
1982 APR 16 AM 10:23  
QUEEN ANNE'S COUNTY

LAW OFFICES-REICHELT, NUSSBAUM & BROWN



DOCUMENT NO: 103,722

867850983  
31 G-856

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

MARYLAND 44216

PURCHASE MONEY  
**DEED OF TRUST**

THIS DEED, made this 15<sup>th</sup> day of October, 19 80, by and between  
THEODORE WILSON TILGHMAN, III, and MARY JO TILGHMAN, his wife,

party of the first part, and CHARLES J. D'ARCO and RALPH REINECKE,  
as hereinafter set forth, party of the second part:

RET 29-60 \* 20615 \*\*\*\*\*1700  
RET 29-60 A #20613 \*\*\*\*\*1700  
, Trustee,

WHEREAS, the party of the first part is justly indebted unto PIONEER MORTGAGE COMPANY, whose  
post office address is 6571 Edsal Road, Springfield, Virginia 22151,

, a corporation organized and existing  
under the laws of the State of Maryland, in the principal sum of SEVENTY-EIGHT THOUSAND  
and 00/100----- Dollars (\$ 78,000.00 ), with interest from date at  
the rate of thirteen per centum ( 13 %) 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 here-  
with and payable in monthly installments of EIGHT HUNDRED SIXTY-TWO and 84/100----- Dollars  
(\$ 862.84 ), commencing on the first day of December, 19 80, and continuing on the  
first day of each month thereafter until the principal and interest are fully paid, except that the final pay-  
ment of principal and interest, if not sooner paid, shall be due and payable on the first day of November,  
2010.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and in-  
terest 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 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 succes-  
sors 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 on Kent Island, in the  
Fourth Election District of Queen Anne's County, State of Maryland, more particularly  
described on a plat entitled, "Matapeake Estates, Inc., Kent Island, Fourth Election  
District of Queen Anne's County, Maryland," by J. R. McCrone, Jr., Inc., registered  
Surveyors and engineers, dated September, 1961 and recorded among the Land Records of  
Queen Anne's County in Liber T.S.P. No. 62, folio 552, said lot being known and desig-  
nated thereon as Lot No. 12, Matapeake Estates.

BEING the same property conveyed unto Theodore Wilson Tilghman, III, and Mary Jo  
Tilghman, his wife, by C. Larue Deffley and Carol G. Deffley, his wife, by deed dated  
October 22, 1980, and intended to be recorded among the Land Records of Queen Anne's  
County immediately prior hereto.

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 prem-  
ises 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 indebted-  
ness herein mentioned; including, but not limited to, range, dishwasher, washer, and  
four (4) window air-conditioning units.

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

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

Each Trustee acting hereunder shall be paid a fee of \$20.00 for the release of each document he or she is required to execute in release or partial release of lien of this Deed of Trust.

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 Notary's fee, for each release. The right to charge and receive said fee shall be limited to two trustees.

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

Party of the first part covenants and agrees as follows:

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

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

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

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

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

(II) interest on the note secured hereby; and

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

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

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 theretofore 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 ( $\frac{1}{2}$ ) 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 parties of the first part on the day and year first above written.

Witness: James D. Feldman  
as h. l. o. k.

Theodore Wilson Tilghman III [SEAL]  
Theodore Wilson Tilghman III  
Mary Jo Tilghman [SEAL]  
Mary Jo Tilghman [SEAL]  
[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I HEREBY CERTIFY, That on this 15<sup>th</sup> day of October, 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county of Anne Arundel aforesaid, personally appeared Theodore Wilson Tilghman, III, and Mary Jo Tilghman, his wife, and they acknowledged the foregoing deed to be their act.

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

James D. Feldman  
Notary Public

I HEREBY CERTIFY that on this 15<sup>th</sup> day of October, 1980, before me, the subscriber, a Notary Public in and for the county of Anne Arundel, personally appeared Alan W. Bernstein, an agent of Pioneer Mortgage Company, 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 (\$ 78,000.00) is true and bona fide as therein set forth; and that the loan sum secured hereby has been paid over and disbursed by the Party secured hereby unto the within named party of the first part or the person responsible for the disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery of this Deed of Trust by the borrower, and also make oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS: my hand and notarial seal.

James D. Feldman  
Notary Public

My commission expires July 1st, 1982.

RECORDED  
ANNAPOLIS  
MAY 19 1981  
LOAN RECORDS SECTION

STATE OF MARYLAND

Deed of Trust

THEODORE WILSON TILGHMAN, III,  
and  
MARY JO TILGHMAN, his wife  
TO  
CHARLES J. D'ARCO and  
RALPH REINECKE, TRUSTEES

Trustee

RECEIVED FOR RECORD on the

29<sup>th</sup> day of Oct.  
1980, at 11:58 o'clock P.M.,  
and recorded in Liber No. 169 at folio  
29  
QACo. one of the Land Records. for  
Examined by  
Mary Jo Tilghman  
Recorder.

RETNEY GOLDSTEIN, BERNSTEIN & FELDMAN  
P. O. Box 291  
Annapolis, Maryland 21404  
To: 6/17 pd

103,722

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

STATE OF MARYLAND

# DEED OF TRUST NOTE

Annapolis, Maryland.

\$ 78,000.00

October 15<sup>th</sup>, 1980.

FOR VALUE RECEIVED, the undersigned promise(s) to pay to PIONEER MORTGAGE COMPANY,

or order, the principal sum of SEVENTY-EIGHT THOUSAND and 00/100

Dollars (\$ 78,000.00 ), with interest from date at the rate of thirteen per centum ( 13 % )

per annum on the unpaid balance until paid, said principal and interest being payable at the office of

Pioneer Mortgage Company, 6571 Edsal Road, in Springfield, Virginia 22151

or at such other place as the holder hereof may designate in writing delivered or mailed to the debtor, in

monthly installments of EIGHT HUNDRED SIXTY-TWO and 84/100 Dollars (\$ 862.84 ), com-

mencing on the first day of December, 1980, 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

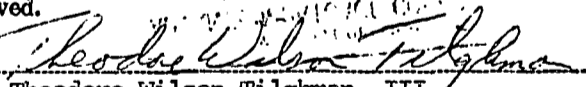
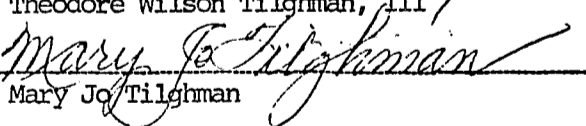
and interest shall be due and payable on the first day of November, 2010.

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

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

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

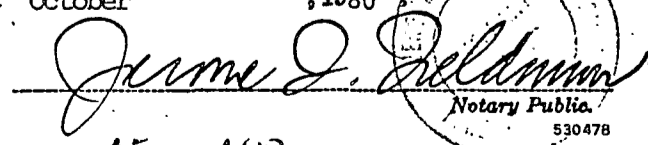
Presentment, protest and notice are hereby waived.

  
Theodore Wilson Tilghman, III  
  
Mary Jo Tilghman

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 Charles J. D'Arco and Ralph Reinecke, Trustee(s) on real estate located in Fourth Election District, Queen Anne's County, State of Maryland, and known as: Lot No. 12, Matapeake Estates,

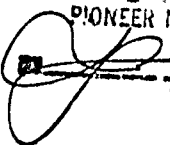
Dated this 15<sup>th</sup> day of October, 1980

My Commission expires July 1st, 1982.

  
James J. Seldman  
Notary Public.  
530478

C 11 15 104 C 10

WITHOUT RECOURSE, PAY TO THE ORDER OF  
ADVANCE MORTGAGE CORPORATION

  
PIONEER MORTGAGE COMPANY  
TREASURER

PAY TO THE ORDER OF

WITHOUT RECOURSE  
ADVANCE MORTGAGE CORPORATION  
A DELAWARE CORPORATION

PAY TO THE ORDER OF

WITHOUT RECOURSE  
ADVANCE MORTGAGE CORPORATION  
A DELAWARE CORPORATION

BY *Donna Souliere*  
Donna Souliere, Assistant Treasurer  
BY *Joan Belanger*  
Joan Belanger, Assistant Secretary

15 PAGE 106  
MARGUERITE W. MANKIN  
CLERK OF CIRCUIT COURT  
CENTREVILLE, MD. 21617  
Phone 758-1773

**RECEIPT**

- |                                                 |                                               |                                           |
|-------------------------------------------------|-----------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Deed                   | <input type="checkbox"/> Law                  | <input type="checkbox"/> Cash             |
| <input type="checkbox"/> Mortgage               | <input type="checkbox"/> Criminal             | <input checked="" type="checkbox"/> Check |
| <input type="checkbox"/> Mortgage Release       | <input type="checkbox"/> Equity               |                                           |
| <input type="checkbox"/> Assignment             | <input type="checkbox"/> Marriage License     |                                           |
| <input type="checkbox"/> Financing Statement    | <input type="checkbox"/> Civil Marriage       |                                           |
| <input type="checkbox"/> Continuation Statement | <input type="checkbox"/> Marriage Application |                                           |
| <input type="checkbox"/> Termination Statement  |                                               |                                           |
| <input type="checkbox"/> Plat                   | No. _____                                     |                                           |
| <input type="checkbox"/> Lease                  |                                               |                                           |

*Applicant / Suc. TR.*  
Time 3:50 PM

*Reichelt, Mustauri & Deaux*

APR 15 22497 A# \*\*\*\*\*8.00  
APR 15 22497 \* \*\*\*\*\*8.00

Advance Mtg. Corp  
to  
Dennis

Paid By: CHECK  CASH  Cashier  
Refund \$ 2.50 CS  
(OVER)



COPY

APPOINTMENT OF SUCCESSOR TRUSTEE

81-1317

WHEREAS, Theodore Wilson Tilghman, III and Mary Jo Tilghman, his wife, bid by Deed of Trust dated October 15, 1980 and recorded in Liber 169 at folio 29 among the Land Records of Queen Anne's County, Maryland, grant and convey to Charles J. D'Arco and Ralph Reinecke, Trustees, certain real estate, described as follows:

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, more particularly described on a plat entitled, "Matapeake Estates, Inc., Kent Island, Fourth Election District of Queen Anne's County, Maryland," by J. R. McCrone, Jr., Inc. registered Surveyors and engineers, dated September, 1961 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 62, folio 552, said lot being known and designated thereon as Lot No. 12, Matapeake Estates.

in said Deed of Trust described, in trust to secure the payment of a promissory note of even date with said Deed of Trust described; and

WHEREAS, the aforesaid Deed of Trust provides that the holder of the note shall have the right and is authorized and empowered to appoint by an instrument in writing, recorded wherever this Deed of Trust is recorded, a substitute trustee or trustees, in the place and stead of any trustee or trustees appointed, who shall thereupon become vested with and succeed to all the title, power and duties thereby conferred upon the trustees named therein, the same as if said substitute trustee had been named original trustee by this instrument; and

WHEREAS, Advance Mortgage Corporation has in its possession the note secured by said Deed of Trust and is the legal holder and owner thereof and is the only party having any interest in the indebtedness secured by said Deed of Trust.

NOW, THEREFORE, by virtue of the authority contained in said Deed of Trust, the said undersigned holder and owner of the indebtedness secured thereby does hereby by these presents designate and appoint Vachel A. Downes, Jr., successor and substitute to the said Charles J. D'Arco and Ralph Reinecke, Trustees named in the Deed of Trust and the said Vachel A. Downes, Jr. is hereby vested with and does succeed to all title, power and duties conferred upon the said Charles J. D'Arco and Ralph Reinecke, Trustees named in said Deed of Trust, with the same effect as if the said Vachel A. Downes, Jr. has been named the original Trustee in the Deed of Trust.

WITNESS the corporate seal of Advance Mortgage Corporation and the signature of its Ass't Vice President this 28th day of December, 1981.

LAW OFFICES-REICHEL, NUSSBAUM & BROWN

ADVANCE MORTGAGE CORPORATION

By: Karen R. Smith  
Karen R. Smith, Ass't Vice President  
Title

[Corporate Seal]

Attest:  
Gerry Barry  
Gerry Barry, Ass't Treasurer  
Title

COPY

STATE OF MICHIGAN) SS:  
COUNTY OF OAKLAND)

On this 28th day of December, 1981, before me, a Notary Public in and for the State and County aforesaid, personally appeared Karen R. Smith known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who, in my presence, signed and sealed the same and acknowledged that he executed the same for the purposes therein contained as the duly authorized Ass't Vice President of the said Corporation by signing the name of the Corporation by ~~himself~~ as Ass't Vice President herself

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

*Sylvia G. Yost*  
Sylvia G. Yost  
Notary Public

My Commission Expires:  
\_\_\_\_\_

SYLVIA G. YOST  
Notary Public, Oakland County  
My Commission Expires  
November 21, 1985.

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY, MARYLAND

Sitting as a Court of Equity

In the Matter of the Foreclosure  
of the Deed of Trust

VACHEL A. DOWNES, JR.  
Substitute Trustee

Plaintiffs

Equity No. 7107

vs.

THEODORE WILSON TILGHMAN, III and  
MARY JO TILGHMAN

Defendants

MILITARY AFFIDAVIT

I HEREBY CERTIFY that before me, the subscriber, a Notary Public in and for the County of Prince George's, State of Maryland, personally appeared Josef B. Brown and made oath in due form of law that the affiant knows of his own knowledge:

1. That the owners of the property sold herein at the time of said sale, were not in the Army, Navy, Marine Corps, nor Coast Guard of the United States; not officers of the Public Health Service detailed for duty either with the said Army or said Navy; not in training nor receiving education under the supervision of the United States preliminary to induction into military service; not in the military service of any nation allied in the prosecution of war with the United States, and immediately prior to such service citizens of the United States; not under orders to report for induction under the Selective Training and Service Act of 1940, as amended; not members of the Enlisted Reserve Corps who have been ordered to report for military service.

2. That the obligation secured by the instrument sued upon herein did not originate prior to the period of military service of the owners at the time of sale of the property sold herein.

  
\_\_\_\_\_  
Josef B. Brown

Subscribed and sworn to before me, a notary public, this 14<sup>th</sup>  
day of April, 1982.

  
\_\_\_\_\_  
Notary Public, Md.

My Commission Expires:  
July 1, 1982

RECEIVED  
CLERK, CIRCUIT COURT  
1982 APR 16 AM 10:24  
QUEEN ANNE'S COUNTY

LAW OFFICES-REICHEL, NUSSBAUM & BROWN

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY, MARYLAND

VACHEL A. DOWNES, JR.	:	
Substitute Trustee	:	
	:	
Plaintiff	:	
vs.	:	Chancery No. <u>7107</u>
	:	
THEODORE WILSON TILGHMAN, III	:	
and	:	
MARY JO TILGHMAN	:	
	:	
Defendants	:	

STATEMENT OF INDEBTEDNESS  
As of May 13, 1982

Principal Balance on First Deed of Trust .....	\$ 77,927.47
Interest at 13% from date of last payment (March 1981).....	12,184.81
Monies advanced for taxes and insurance, if any.....	<u>264.19</u>
Total .....	\$ 90,376.47

Comes now Advance Mortgage Corporation, holder of the Note foreclosed herein and makes due oath that the above is correct.

ADVANCE MORTGAGE CORPORATION

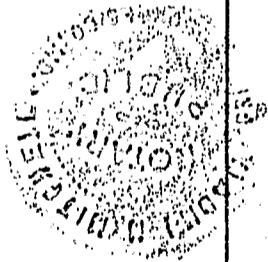
By:   
 \_\_\_\_\_  
 Josef B. Brown

Subscribed and sworn to before me this 14<sup>th</sup> day of April, 1982.

  
 \_\_\_\_\_  
 Naomi M. Mitchell  
 Notary Public

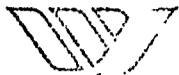
My Commission Expires:  
July 1, 1982

RECEIVED  
 CLERK, CIRCUIT COURT  
 1982 APR 16 AM 10:24  
 QUEEN ANNE'S COUNTY



LAW OFFICES-REICHELT, NUSSBAUM & BROWN

Maryland



# Western Surety Company

Chy # 7107

## TRUSTEES, MORTGAGEES, ATTORNEYS OR FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS:

BOND No. 60011527

That ~~we~~ <sup>I</sup> Vachel A. Downes, Jr., Substitute Trustee, as Principal, and the WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, as Surety, authorized to do business in the State of Maryland, are held and firmly

bound in the sum of Ninety Thousand Five Hundred and no/100--- (\$90,500.00) DOLLARS, (NOT VALID IF FILED IN FOR MORE THAN \$500,000.00)

to be paid to the said State of Maryland or its certain Attorney, to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, by these presents.

Sealed with our seals and dated this 14th day of April, 1982.

WHEREAS, the above bounden Vachel A. Downes, Jr., Substitute Trustee

by virtue of the power contained in a mortgage from Theodore Wilson Tilghman, III and Mary Jo Tilghman to Charles J. D'Arco and Ralph Reinecke, Trustees

bearing date the 15th day of October 1980 and recorded among

the mortgage records of Queen Anne County, Maryland

in Liber          No. 169 Folio 29

and Vachel A. Downes, Jr., Substitute Trustee 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

Vachel A. Downes, Jr., Substitute Trustee

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

Signed, Sealed and delivered in the presence of

As to Principal

Connie R. Hutson

Vachel A. Downes, Jr.  
Vachel A. Downes, Jr., Substitute Principal Trustee

As to Surety

A. Victor

WESTERN SURETY COMPANY

J. J. Fiddler

By Joe Kirby President

Countersigned by Theresa J. Brown Maryland Resident Agent

RECEIVED  
CLERK. CIRCUIT COURT  
1982 APR 16 AM 10:24  
QUEEN ANNE'S COUNTY


Surety Approved

1208-5-81

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from  
Liber MWM No. 3, folio 238, 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 April, 1982.

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

APPOINTMENT OF SUCCESSOR TRUSTEE

81-1317

WHEREAS, Theodore Wilson Tilghman, III and Mary Jo Tilghman, his wife, bid by Deed of Trust dated October 15, 1980 and recorded in Liber 169 at folio 29 among the Land Records of Queen Anne's County, Maryland, grant and convey to Charles J. D'Arco and Ralph Reinecke, Trustees, certain real estate, described as follows:

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, more particularly described on a plat entitled, "Matapeake Estates, Inc., Kent Island, Fourth Election District of Queen Anne's County, Maryland," by J. R. McCrone, Jr., Inc. registered Surveyors and engineers, dated September, 1961 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 62, folio 552, said lot being known and designated thereon as Lot No. 12, Matapeake Estates.

in said Deed of Trust described, in trust to secure the payment of a promissory note of even date with said Deed of Trust described; and

WHEREAS, the aforesaid Deed of Trust provides that the holder of the note shall have the right and is authorized and empowered to appoint by an instrument in writing, recorded wherever this Deed of Trust is recorded, a substitute trustee or trustees, in the place and stead of any trustee or trustees appointed, who shall thereupon become vested with and succeed to all the title, power and duties thereby conferred upon the trustees named therein, the same as if said substitute trustee had been named original trustee by this instrument; and

WHEREAS, Advance Mortgage Corporation has in its possession the note secured by said Deed of Trust and is the legal holder and owner thereof and is the only party having any interest in the indebtedness secured by said Deed of Trust.

NOW, THEREFORE, by virtue of the authority contained in said Deed of Trust, the said undersigned holder and owner of the indebtedness secured thereby does hereby by these presents designate and appoint Vachel A. Downes, Jr., successor and substitute to the said Charles J. D'Arco and Ralph Reinecke, Trustees named in the Deed of Trust and the said Vachel A. Downes, Jr. is hereby vested with and does succeed to all title, power and duties conferred upon the said Charles J. D'Arco and Ralph Reinecke, Trustees named in said Deed of Trust, with the same effect as if the said Vachel A. Downes, Jr. has been named the original Trustee in the Deed of Trust.

WITNESS the corporate seal of Advance Mortgage Corporation and the signature of its Ass't Vice President this 28th day of December, 1981.

LAW OFFICES-REICHELT, NUSSBAUM & BROWN

ADVANCE MORTGAGE CORPORATION

By: Karen R. Smith  
Karen R. Smith, Ass't Vice President  
Title

[Corporate Seal]

Attest:  
Gerry Barr  
Gerry Barr, Ass't Treasurer  
Title

STATE OF MICHIGAN) SS:  
COUNTY OF OAKLAND)

On this 28 day of December, 1981, before me, a Notary Public in and for the State and County aforesaid, personally appeared Karen R. Smith known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who, in my presence, signed and sealed the same and acknowledged that he executed the same for the purposes therein contained as the duly authorized Ass't Vice President of the said Corporation by signing the name of the Corporation by ~~himself~~ as Ass't Vice President herself.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

*Sylvia G. Yost*  
Sylvia G. Yost  
Notary Public

My Commission Expires:

Sylvia G. YOST  
Notary Public, Oakland County  
My Commission Expires  
November 21, 1985.

RECEIVED  
CLERK, CIRCUIT COURT  
1982 APR 15 PM 3:50  
QUEEN ANNE'S COUNTY

APR 15-82 \* 22497 \*\*\*\*\*8.00  
APR 15-82 A 22497 \*\*\*\*\*8.00

LAW OFFICES-REICHEL, NUSSBAUM & BROWN



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

VACHEL A. DOWNES, JR. :  
 Substitute Trustee :  
 Plaintiff :  
 vs. : Equity No. 7107  
 THEODORE WILSON TILGHMAN, III :  
 and :  
 MARY JO TILGHMAN :  
 Defendants :

SUBSTITUTED TRUSTEE'S REPORT OF SALE

The Report of Sale of Vachel A. Downes, Jr., who was substituted as Substitute Trustee pursuant to an Appointment of Successor Trustee dated December 28, 1981 and recorded among the Land Records of Queen Anne's County on April 16, 1982, under that certain Deed of Trust from Theodore Wilson Tilghman, III and Mary Jo Tilghman to Charles J. D'Arco and Ralph Reinecke, Trustees, dated October 15, 1980 and recorded among the Land Records of Queen Anne County, Maryland in Liber 169 at folio 29, et seq., respectfully represents to Your Honors as follows:

That after default had occurred under the terms of said Deed of Trust, and at the request of the holder of the note secured thereby, and after the docketing of the suit as above entitled, and the filing herein of a bond conditioned upon the faithful performance of the duties reposed in them, and after due notice of the time, place, terms and conditions of said sale had been given by notice published in The Record-Observer, as will more fully appear by the printer's certificate heretofore filed herein and prayed to be read and considered as a part hereof, the said Vachel A. Downes, Jr., as aforesaid, did attend in front of the Court House, Centreville, Maryland, on Thursday, July 1, 1982, at 9:00 a.m., and proceeded to offer for sale the property in said Deed of Trust described and sold the same unto David Weston Gregory, agent for Advanced Mortgage Corporation and for the sum of Ninety-three Thousand Two Hundred Sixty-Five-----Dollars, plus interest ~~-----~~ 00/100----(\$93,265.00) plus interest, being at that price the highest bidder therefor.

LAW OFFICES-REICHEL, NUSSBAUM & BROWN

And the said Vachel A. Downes, Jr., Substitute Trustee, reports unto this Honorable Court that the property was fairly sold and that it brought a fair price.

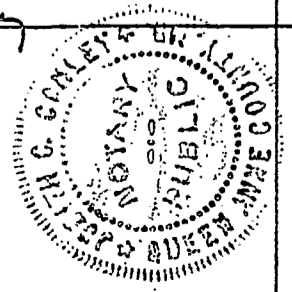
*Vachel A. Downes, Jr.*  
 \_\_\_\_\_  
 Vachel A. Downes, Jr., Substitute Trustee

Vachel A. Downes, Jr., being first duly sworn on oath deposes and says that he has read the foregoing and annexed Report of Sale by him subscribed; that the matters and facts therein set forth are true and correct to the best of his knowledge, information and belief, that the said sale was fairly made and that the property brought a fair price.

Sworn to this 1<sup>st</sup> day of July, 1982, before me, a Notary Public.

*Judith C Conley*  
 \_\_\_\_\_  
 Notary Public, Md.

RECEIVED  
 My Commission Expires: 7-1-1986 1982 JUL -1 PM 2:51  
 QUEEN ANNE'S COUNTY



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

VACHEL A. DOWNES, JR. :  
Substitute Trustee :

Plaintiff :

vs. :

Equity No. 7107

THEODORE WILSON TILGHMAN, III :  
and :

MARY JO TILGHMAN :  
:

Defendants :

AFFIDAVIT OF PURCHASER

Under Rule BR 6-b(3)

Comes now David Weston Gregory

and hereby deposes and states as follows:

1. That David Weston Gregory is the purchaser for the real estate sold in the above-captioned cause, as Agent for Advance Mortgage Corporation
2. That the property was purchased for \$ 93,265.00 .
3. That there are no other parties interested in said property as principals.
4. That the undersigned did not either directly or indirectly discourage anyone from bidding for the said property.

*David Weston Gregory*  
 \_\_\_\_\_  
 David Weston Gregory

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

I HEREBY CERTIFY that on this 1st day of July, 1982, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared before me in said jurisdiction, David Weston Gregory, the petitioner herein, who swore to the truth of the matters contained herein.

*Judith C. Conley*  
 \_\_\_\_\_  
 Notary Public, Md.

My Commission Expires:

7-1-1986

RECEIVED  
 CLERK. CIRCUIT COURT  
 1982 JUL -1 PM 2:50  
 QUEEN ANNE'S COUNTY



LAW OFFICES-REICHEL, NUSSBAUM & BROWN

Centreville, Md. 6-30 19 82

## We Hereby Certify

That the annexed advertisement of  
Substituted Trustee's Sale

was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 1st day of July 19 82.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 16th day of  
June 19 82, and the last  
insertion on the 30th day of  
June 19 82.

Publishers, Record Observer

Per

*Anthony M. Monroe*

RECEIVED  
CLERK, CIRCUIT COURT

1982 JUL -1 PM 2: 50

Law Offices  
REICHERT, NUSSBAUM & BROWN  
3723 34th Street  
Mt. Rainier, Md. 20712

### SUBSTITUTED TRUSTEE'S SALE

of valuable Improved real Estate, located in Queen Anne's County, Maryland, Improved by premises known as 12 Annapolis View Road, Stevensville, Maryland 21666. By virtue of the power and authority conferred in a Deed of Trust from Theodore Wilson Tilghman, III and Mary Jo Tilghman to Charles J. D'Arco and Ralph Reinecke, dated October 15, 1980 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 169 et folio 29, the holder of the indebtedness secured by the Deed of Trust having appointed Vachel A. Downes, Jr., Substitute Trustee by Instrument duly executed, acknowledged and recorded among the Land Records of the County aforesaid, and at the request of the parties secured thereby, default having occurred in the terms and conditions thereof, the undersigned Trustee will sell at public auction in front of the Court House, Centreville, Maryland, on

**Thursday  
July 1, 1982**

at 9:00 a.m.

all that property in said Deed of Trust described as follows:

ALL that lot or parcel of land situated, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, more particularly described on a plat entitled, "Matepeake Estates, Inc., Kent Island, Fourth Election District of Queen Anne's County, Maryland," by J. R. McCrone, Jr., Inc., registered Surveyors and engineers, dated September, 1961 and recorded among the Land Records of Queen Anne's County in Liber T. S. P. No. 62, folio 552, said lot being known and designated thereon as Lot No. 12, Matepeake Estates

The property is improved by a dwelling.

#### TERMS OF SALE

In the event the property is purchased by someone other than the noteholder, the following terms of sale are applicable: \$8,000.00 will be required at the time of sale. The balance in cash, with interest at the rate of the mortgage from the date of sale to the date of payment payable within two days after final ratification of sale. Adjustments on all taxes, public charges and special or regular assessments will be made as of the date of sale and thereafter to be assumed by the purchaser. Title examination, conveyancing, State stamps and all other costs incident to settlement are to be paid by the purchaser. Compliance with terms of sale shall be made within two days after final ratification of sale or deposit shall be forfeited and the property resold at the risk and cost of the defaultant purchaser.

Vachel A. Downes, Jr.  
Substitute Trustee

Paul M. Nussbaum  
Attorney for Noteholder  
RO-6-16-31-016

## ORDER NISI ON SALE

VACHEL A. DOWNES, JR., Substitute  
Trustee

vs.

THEODORE WILSON TILGHMAN, III, et al.

In the Circuit Court  
for Queen Anne's County  
In EquityCause No. 7107

ORDERED, this 1st day of July, 1982, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Substitute Trustee, be ratified and confirmed, on or after the 2nd day of August, 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 26th day of July, 1982.

The report states the amount of sales to be \$ 93,265.00.

Marquette D. Mankin Clerk

Filed July 1, 1982

Centreville, Md. 7/21 1982

### We Hereby Certify

That the annexed advertisement of  
Order Nisi Cause #7107

was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 26th day of July 1982

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 7th day of  
July 1982, and the last  
insertion on the 21st day of  
July 1982.

Publishers, Record Observer

Per

*Marguerite W. Mankin*

CLERK, QUEEN ANNE'S COUNTY

1982 JUL 22 AM 11:21

QUEEN ANNE'S COUNTY

#### ORDER NISI ON SALE

Vachel A. Downes, Jr.  
Substitute Trustee

vs.

Theodore Wilson  
Tilghman, III, et al.  
In The Circuit Court  
for

Queen Anne's County  
In Equity  
Cause No. 7107

ORDERED, this 1st day  
of July, 1982, that the sale  
of the real property, made  
and reported in this cause  
by Vachel A. Downes, Jr.,  
Substitute Trustee, be  
ratified and confirmed, on  
or after the 2nd day of  
August, 1982, unless cause  
to the contrary thereof be  
previously shown; provided  
a copy of this order be  
inserted in some newspa-  
per published in Queen  
Anne's County, Maryland,  
once in each of three  
successive weeks before  
the 26th day of July, 1982.

The report states the  
amount of sales to be  
\$93,265.00.

Marguerite W. Mankin  
Clerk

True Copy, Test:  
Marguerite W. Mankin  
Clerk

By: Betty M. Comegys  
Deputy Clerk

Filed: July 1, 1982

RO-7-7-31-09

LIBER

15 PAGE 119

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

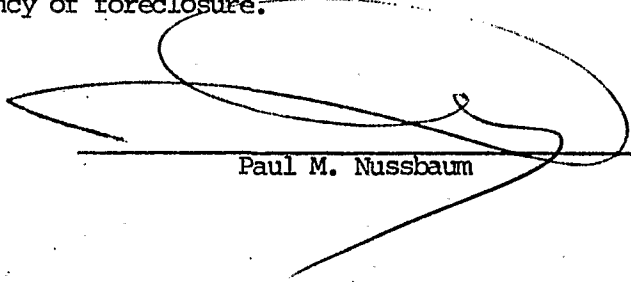
VACHEL A. DOWNES, JR.	:	
Substitute Trustee	:	
	:	
Plaintiff	:	
	:	
vs.	:	Equity No. 7107
	:	
THEODORE WILSON TILGHMAN, III	:	
and	:	
MARY JO TILGHMAN	:	
	:	
Defendants	:	

CERTIFICATE OF SERVICE TO MORTGAGOR

I, Paul M. Nussbaum, hereby certify that pursuant to Rule W74, I mailed, postage prepaid, certified mail No. P 261 795 873 a notice of the foreclosure advertisement stating therein the time, place and terms of sale to Mr. and Mrs. Theodore W. Tilghman, III, at 12 Annapolis View Road, Stevensville, Maryland 21666.

The return receipt acknowledging receipt by the mortgagor is hereby attached.

Furthermore, I hereby certify that no junior or subordinate lienholders needed notification of the pendency of foreclosure.

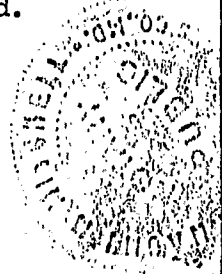


Paul M. Nussbaum

REICHELT, NUSSBAUM & BROWN  
3723 34th Street  
Mt. Rainier, Maryland 20712  
(301) 779-9000

Subscribed and sworn to before me this 16th day of August, 1982.

*Dorrie M. Mitchell*  
 \_\_\_\_\_  
 Notary Public, Md.



CLERK OF COURT

1982 AUG 19 AM 13 50

QUEEN ANNE'S COUNTY

My Commission Expires:  
July 1, 1986

PS Form 3811, Jan. 1975

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

1. The following service is requested (check one):

Show to whom and date delivered..... 13¢

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:  
M/M Theodore W. Tilghman III  
12 Annapolis View Road  
Stevensville, Maryland 21666

3. ARTICLE DESCRIPTION:

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	P261 795 873	

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE  Addressee  Authorized agent

4. DATE OF DELIVERY  
*Ted Tilghman*  
6-19-82

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:

CLERK'S INITIALS  
*ps*

POSTMARK  
JUN 19 1982  
STEVENSVILLE MD

LIBER 15 PAGE 121 ☆ GPO: 1975-O-508-047

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

VACHEL A. DOWNES, JR.	:	
Substitute Trustee	:	
	:	
Plaintiff	:	
	:	
vs.	:	Equity No. 7107
	:	
THEODORE WILSON TILGHMAN, III	:	
and	:	
MARY JO TILGHMAN	:	
	:	
Defendants	:	

ORDERED, this 25<sup>th</sup> day of August, 1982, 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 as required by the Order Nisi heretofore passed and published in said cause; and the trustees are allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor, to whom this cause is hereby referred.

*Clayton C. Carter*  
 \_\_\_\_\_  
 JUDGE

RECORDED  
 CLERK OF COURT  
 1982 AUG 25 PM 4:31  
 QUEEN ANNE'S COUNTY

LAW OFFICES-REICHELT, NUSSBAUM & BROWN

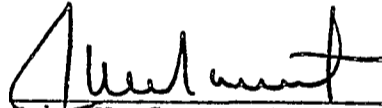


IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR. :  
Substitute Trustee :  
Plaintiff :  
v. : Chancery #7107  
THEODORE WILSON TILGHMAN, III :  
and :  
MARY JO TILGHMAN :  
Defendants :  
: : : : :

REQUEST FOR ADDITIONAL COMPENSATION

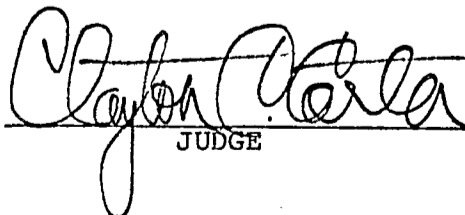
The above-entitled cause having been referred to the Auditor in accordance with Maryland Rule W74 e, the Auditor respectfully requests the allowance of extra compensation for the services performed by him for the reasons that he has been required, in addition to his customary and usual duties, ~~to determine~~ (especially because of the "careful scrutiny" which is to be given in cases in which the creditor is the purchaser) to determine the legal effect of the advertised stipulation that the terms of sale as advertised did not apply in the event that such creditor was the purchaser.

  
John W. Sause, Jr.  
Auditor

ORDER

The foregoing Application having been read and considered, and it appearing that the Auditor has performed duties other than the customary and usual duties performed in an audit, it is this *10th* day of August, 1983, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of \$ *145.00*, together with out of pocket traveling and other expenses allowed by Second Circuit Rule 12 b, such fee and expenses to be paid from funds of the estate, subject to the right of any interested person to file exceptions to this allowance in the manner provided by Maryland Rule 595 g.

  
JUDGE

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CLERK OF COURT  
1983 AUG 10 PM 4:26  
QUEEN ANNE'S COUNTY

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

VACHEL A. DOWNES, JR.  
Substitute Trustee

Plaintiff

v.

Chancery #7107

THEODORE WILSON TILGHMAN, III, and  
MARY JO TILGHMAN

Defendants

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			\$ 93,265.00
COMMISSIONS, payable to Fiduciary	\$	932.65	
EXPENSES OF SALE			
Court costs	\$	193.50	
Advertising			
Notice of sale		159.69	
Report of sale		45.00	
Bond premium		271.50	
Auctioneer's fee		100.00	
Certified mail		1.55	
			771.24
AUDITOR'S FEE AND COSTS			
Fee for audit, per order	\$	145.00 *	
Postage & copies		2.20	
			<u>147.20</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			<u>\$ 91,413.91</u>
INDEBTEDNESS DUE UNDER DEED OF TRUST			
Principal, per Statement of Debt	\$	77,927.47-	
Interest to 05/13/82, per Statement		12,184.81-	
Advances, per Statement		264.19-	
Interest on principal at 13%			
05/14/82 to 07/01/82 48 days at \$ 28.14		<u>1,350.72-</u>	
			\$ 91,727.19-
NET CREDIT FROM BENEFICIARY/PURCHASER on 7/1/82			<u>91,413.91</u>
BALANCE OWED BY DEBTORS after credit on 7/1/82	\$		313.28-
INTEREST 07/01/82 to 08/30/82 60 days @0.11			<u>6.60-</u>
DEFICIT	\$		319.88-

\* Per Order, subject to exception

RECEIVED  
CLERK OF COURT  
1983 AUG 11 AM 10 30  
QUEEN ANNE'S COUNTY

NOTICE

The attached Account was filed on the 11<sup>th</sup> day of August, 1983. 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 #7107. 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 11<sup>th</sup> day of August, 1983, 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:

Vachel A. Downes, Jr., Esquire  
115 Lawyers Row  
Centreville, Maryland 21617

Theodore Wilson Tilghman, III  
12 Annapolis View Road  
Stevensville, Maryland 21666

Mary Jo Tilghman  
12 Annapolis View Road  
Stevensville, Maryland 21666

Paul M. Nussbaum, Esquire  
Reichelt, Nussbaum, & Brown  
3723 34th Street  
Mt. Rainier, Maryland 20712

  
\_\_\_\_\_  
John W. Sause, Jr.  
Auditor

NISI RATIFICATION OF AUDIT

ORDERED this 11<sup>th</sup> day of August, 1983, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 29<sup>th</sup> day of August, 1983, unless cause to the contrary thereof be previously shown; provided notice is given in the manner provided by Maryland Rule 595 g to persons entitled thereto.

 Clerk

Filed: Aug. 11, 1983

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR. :  
 Substitute Trustee :  
 Plaintiff :  
 v. : Chancery #7107  
 THEODORE WILSON TILGHMAN, III :  
 and :  
 MARY JO TILGHMAN :  
 Defendants :

SPECIAL REPORT OF AUDITOR

Generally speaking, the terms under which this sale was advertised are not unusual in that they provide for a deposit of \$8,000, the payment of interest on the balance of the purchase price "at the rate of the mortgage [sic]" and adjustment of public charges and assessments as of the date of sale. However, these terms are prefaced by a clause which limits their application to cases in which "the property is purchased by someone other than the noteholder." Such is the case here, since the record shows that the purchaser, Advance Mortgage Corporation, is also the assignee of the promissory note which the subject Deed of Trust secures.

There is certainly nothing unusual about a secured party purchasing at a foreclosure sale. It is a practice expressly sanctioned by the Code (Real Property Article, §7-105 (e)), although it is one subject to careful scrutiny. So, Maryland Oil v. Kaminetz, 260 Md. 443, 450; Walton v. Hospital Association, 178 Md. 446, 460; Heighe v. Evans, 164 Md. 259, 270-271, and cases cited. Rather, the point is the meaning and effect of the clause which limits the general terms of sale to instances where "the property is purchased by someone other than the noteholder" -- in effect appearing to establish no terms of sale at all in the instant situation and therefore no predicates for an audit of the accounts submitted by the fiduciary. It appears to me, however, that the ultimate intention of the quoted provision is clear from the situation of the parties, as recognized by the cases.

As already noted, the terms and conditions specified for purchasers "other than the noteholder" deal with the requirement of a deposit, interest on the unpaid amount and adjustment of public charges. Although passing through the foreclosure proceeding, at least some part of these amounts (ordinarily the major part) is ultimately paid to the secured party. Judge Alvey put the matter in characteristically succinct form in Lannay v. Wilson, 30 Md. 536, 549:

The claim of the purchasers [mortgagees] was preferred, and it was much greater than the amount of the proceeds of sale; and it would have been a very useless -- to say nothing of it as a senseless -- ceremony, to have required the purchasers to pay over the money that the Court had adjudged to belong to them, in order that the trustee might go through the form of paying it back.

More recently, in Moss v. Savings Institution, 177 Md. 135, 144, it was noted that "since the mortgagee was the purchaser, and the purchase price was less than the amount of

FILED  
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 CIRCUIT COURT  
 QUEEN ANNE'S CO.

the mortgage, the mortgagee was only required to pay so much thereof as was necessary to pay the expenses of the sale . . . ." The practice was seen to be "not an unusual thing" in a concurring opinion filed in DuPuy v. Terminal Company, 82 Md. 408, 457. See also Wicks v. Westcott, 59 Md. 270, 282; 55 Am.Jur. 2d "Mortgages", §733, footnote 4. Compare, Leisure Campground v. Leisure Estat., 280 Md. 220, 223, involving the duty of a secured party-purchaser to post a supersedeas bond.

This is not to say that the fiduciary has unbounded discretion in the matter. As stated by Chancellor Bland in Murdock's Case, 2 Bland 461, 468:

. . . it is certain, that the trustee, appointed by the decree to make the sale, can dispose of the purchase money in no way, without the express authority of the Court. . . . But, as the mortgage debt, the recovery of which is the sole object of this suit, has been established by the decree for a sale, there can be no impropriety, after first deducting the commissions, expenses and costs, in ordering the proceeds to be, at once, applied in satisfaction of that debt by discount, with the mortgagee as purchaser, or in any other way.

The above-mentioned concurring opinion in DuPuy v. Terminal Company, 82 Md. at 457, adds this important caveat:

Of course he [the fiduciary] takes the risk of having the claims of the creditors [i.e. a mortgagee-purchaser] rejected, but it would be a harsh ruling to brand the trustee with intentional fraud merely because he charged himself with the money as if cash had actually been paid.

In Thomas v. Mason, 8 Gill 1, 10, it was pointed out that when it is later determined that too large a credit has been allowed, the purchaser-creditor "must be called upon to pay, or the lands bought by him are liable to be sold for the deficiency."

Thus, although it is perfectly proper to allow the secured debt as a credit against the amount to be paid by a purchaser who is the creditor, there are two important qualifications:

1. A sufficient amount must be paid in cash to insure satisfaction of the commissions, attorney fee and expenses connected with the sale.

2. Any credit is allowed at the risk of the Court later determining that the creditor does not have the priority or that the amount of credit allowed is less than that actually owed by the debtor (e.g. this Court's ruling in Chancery #7056).

It seems clear to me that the intention of the provision of the advertisement of sale in this case, when it limited the terms of sale to purchasers "other than the noteholder", was simply to recognize these rules and officially obviate the necessity for what Judge Alvey termed the "very useless -- to say nothing of it as a senseless -- ceremony" of requiring the noteholder, in its capacity as purchaser, to pay over money which the Trustee would ultimately pay back to it in its capacity as creditor.

This is reinforced by the reason advanced by the Trustee for not having "adjusted" the purchase price. In

- 3 -

his Suggested Account furnished in accordance with Second Circuit Rule 12 (which makes somewhat more explicit the general requirement of Maryland Rule 595 that the accountant "produce his accounts in the form of debits and credits") the Trustee states that no adjustments were made to the amount bid at the sale because:

. . . property being secured by a Veterans Administration guaranteed loan was purchased by original noteholder for conveyance to Veterans Administration.

The Deed given by the Trustee on October 26, 1982, joined in by the secured party-purchaser, does effect such transfer (M.W.M. 190, folio 763), although that factor is somewhat beside the point with respect to the matters above discussed. The relevant fact is that the adjustments were not made because the Trustee deemed them unnecessary in light of the then-amount of the debt owed to the purchaser in its capacity as noteholder.

The ramifications of the practice do not, however, end here. In the instant case, the Statement of Debt shows that interest of \$12,184.81 was owed as of May 13, 1982, prior to the institution of the proceeding. The Suggested Account contains a claim of an additional \$1,704 in interest for the period from that date to 60 days after the date of sale (the terminal date for interest set forth in §7-105 (d) of the Real Property Article). It may be noted parenthetically that this is a period of 109 days (the sale having been held on July 1, 1982) and that the principal amount of the debt was \$78,191.66. On what basis \$1,704 is computed from those figures is not clear, but is deemed irrelevant in the light of the following.

In no case may the purchaser/creditor apply only his debt against the purchase price, since, as the cases recognize, the purchaser must pay in cash so much of the purchase price as is necessary to satisfy fees and costs. Moss v. Savings Association, supra; DuPuy v. Terminal Company, supra; Murdoch's Case, supra. After that cash payment, any portion of the debt which the fiduciary agrees to accept (at his own risk, as referred to in DuPuy) as a credit against the purchase price is in practical and legal effect exactly the same as the actual transfer of those funds to the fiduciary in the first part of the "senseless ceremony" seen by the Court of Appeals. Such appropriation of the debt by the creditor in the discharge of his obligations as purchaser at the sale terminates the debtor's responsibility to pay interest on the amount so utilized. Cf. 13 M.L.E. "Interest and Usury", §8.

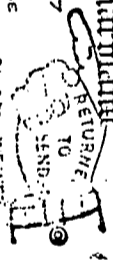
In terms of the instant case, on July 1, 1982, at the time when the purchaser was by virtue of his position as creditor relieved of the responsibility otherwise imposed upon a purchaser, the total indebtedness of the debtor was \$91,727.19 (inclusive of \$1,350.72 in interest between the time of the filing of the Statement of Debt and the date of sale). However, after deducting the \$1,851.09 in fees and expenses (which, as seen above, must be paid in actual cash), there remained \$91,413.91 of the purchase price which could be applied as a credit against the debt. Therefore, of the debt due on July 1, 1982, \$313.28 was unsatisfied by the credit. That amount remains unpaid, as does interest on it for the 60-day period limited by §7-105 (d) of the Real Property Article. These amounts are shown as a deficit in the accompanying account.

August 10, 1983

The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21617

CLAYTON C. CARTER, ASSOCIATE JUDGE



RECEIVED BY THE  
Under Secretary of State  
Atty Gen's Office  
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Mary Jo ~~Rilghman~~  
12 Annapolis View Road  
Stevensville, Maryland 21666

VACHEL A. DOWNES, JR.  
Substitute Trustee

vs.

THEODORE WILSON TILGHMAN, III and  
MARY JO TILGHMAN

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7107  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 29th day of August, 1983,

by the Court that the account of the Auditor is finally ratified and confirmed, and Vachel A. Downse, Jr., 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. Mankin Clerk

Filed August 29, 1983



DAVID C. BRYAN  
111 Lawyers Row  
Centreville, Maryland 21617  
Assignee

V.

WARREN K. BROOKS  
Price, Maryland 21656  
Mortgagor

\* \* \* \* \*

\* IN THE CIRCUIT COURT FOR  
\*  
\* QUEEN ANNE'S COUNTY  
\*  
\*  
\* IN EQUITY  
\*  
\* Chancery No. 7134  
\*  
\*  
\* \* \* \* \*

ORDER TO DOCKET SUIT

MAY 24-82 \* 23886 \*\*\*\*\*60.00  
MAY 24-82 A 23886 \*\*\*\*\*60.00

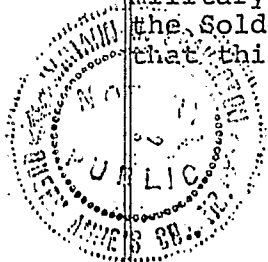
Mrs. Marguerite W. Mankin, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from Warren K. Brooks to The Centreville National Bank of Maryland, dated September 29, 1975 and recorded among the land records of Queen Anne's County, Maryland in Liber C.W.C. No. 97, folio 330, and assigned by the said Centreville National Bank on May 20, 1982, to David C. Bryan for collection by foreclosure; default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the note secured by said mortgage; and you will file in said suit the original of said mortgage as well as the accompanying military affidavit and statement of indebtedness.

David C. Bryan  
David C. Bryan  
111 Lawyers Row  
Centreville, Maryland 21617  
Telephone: 758-1643

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

I HEREBY CERTIFY, that on this 24<sup>th</sup> day of May, 1982, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David C. Bryan, Assignee, and made oath in due form of law that Warren K. Brooks, the mortgagor referred to in the foregoing Order to Docket Suit, is not now, nor has been within six (6) months prior hereto, in the military service of the United States of America, as defined by the Soldiers' and Sailors' Relief Act, and amendments thereto and that this information is gotten from persons who know the mortgagor.



Marguerite W. Mankin  
Notary Public  
My Commission Expires: 7/1/82

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CLERK, CIRCUIT COURT  
1982 MAY 24 AM 10: 27  
QUEEN ANNE'S COUNTY

DAVID C. BRYAN  
111 Lawyers Row  
Centreville, Maryland 21617  
Assignee

V.

WARREN K. BROOKS  
Price, Maryland 21656  
Mortgagor

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY

IN EQUITY  
Chancery No. 7134

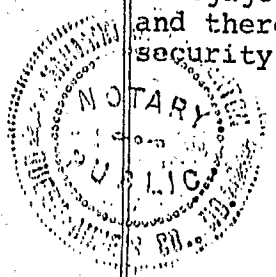
\* \* \* \* \*

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated September 29, 1975 in the gross amount of \$7,500.00 by Warren K. Brooks to The Centreville National Bank of Maryland \$4,760.17  
With earned interest through 5/19/82 351.10  
Late charges 74.25  
Per diem interest rate \$1.27

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

This is to certify that on this 24<sup>th</sup> day of May, 1982, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared David C. Bryan, Assignee, and made oath in due form of law that the foregoing statement of mortgage indebtedness due by Warren K. Brooks under the above described mortgage note is true to the best of his knowledge and belief, and there is no credit due thereon, except as shown, nor any security therefor except the said mortgage.



*Frank W. Levecka*  
Notary Public  
My Commission Expires: 7/1/82

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1982 MAY 24 AM 10:27  
QUEEN ANNE'S COUNTY

DOCUMENT NO. 8150  
PURCHASE MONEY

This Mortgage, made this 29th day of September, 1975, by and between WARREN K. BROOKS of Queen Anne's County, State of Maryland, hereinafter called "Mortgagor"; and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate, hereinafter called "Mortgagee";

WHEREAS, the said Mortgagor is indebted unto the Mortgagee in the full and just sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00), for money this day lent and advanced to the Mortgagor, representing the purchase price for the hereinafter described real estate, as represented by a promissory note for the said sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00), bearing even date herewith and payable at the Banking House of said body corporate in Centreville, Queen Anne's County, Maryland, with interest at the rate of TEN PER CENTUM (10%) per annum, in ONE HUNDRED TWENTY (120) equal consecutive monthly installments in the sum of NINETY NINE DOLLARS AND TWELVE CENTS (\$99.12) each, due one (1) month from the date of said note and monthly thereafter; said payments comprising both principal and interest; notwithstanding the aforesaid monthly payments, the entire principal balance shall mature at the expiration of THREE (3) MONTHS from the date of the execution of said note, or at any time thereafter upon the demand of the Mortgagee;

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00), represented by the aforesaid promissory note, that the same together with any and all renewals and part renewals of the same should be secured by the execution and delivery of this mortgage; the term "renewals" to include renewal or part renewal of the original or any renewal note;

NOW, THEREFORE, THIS PURCHASE MONEY MORTGAGE WITNESSETH, that in consideration of the premises and the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, the said Warren K. Brooks does hereby grant and convey unto The Centreville National Bank of Maryland, a body corporate, its successors and assigns, in fee simple, the following described real estate, to wit:

ALL that lot, tract, part of a tract and/or parcel of land, situate, lying and being in the Second Election District of Queen Anne's County, Maryland, at or near Price, Maryland, on the public road leading from Price to Robert's Station, adjoining the land formerly owned by James T. Scott, now deceased, on the one side and the land of the Pennsylvania Railroad Company on two sides, and bounded on the remaining side by the aforesaid public road, and more particularly described by metes and bounds, courses and distances, by a survey made by John C. Turner and filed in Chancery Cause #2530, and therein described as follows, to wit: BEGINNING for the same in the center of said road at a small bridge over a ditch, a corner for the Meadow land formerly owned by the said James T. Scott, deceased; and running thence first with the land formerly owned by said Scott and the North side of the ditch, South 33½ degrees East, 236 feet to the Railroad land (the distance from the beginning point along this line to center of Railroad Truck being 269 feet); thence with the railroad land, South 66 degrees West, 270 feet to a point on the railroad property containing the warehouse; thence with the North line of the railroad property, North 25½ degrees West, 195 feet to the center of the aforesaid public road; thence with the center of said public road, North 56½ degrees East, 221 feet to the place of beginning; CONTAINING ONE AND THIRTY ONE-HUNDREDTHS ACRES of land, more or less;

BEING the same lot or parcel of land which was granted and conveyed unto the said Warren K. Brooks, the Mortgagor herein, by Viola Henry, Widow, by deed of conveyance bearing even date herewith and recorded, or intended to be recorded, immediately preceding these presents, among the land records of Queen Anne's County, State of Maryland.

RECEIVED FOR RECORD  
& RECORDED IN LIBER 97 PAGE 330

1975 SEP 29 PM 2:58

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

SEP 29-75 \* 29892 \*\*\*\*\*7.00  
SEP 29-75 A #29892 \*\*\*\*\*7.00

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

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

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum charge of \$2.00, on each payment more than fifteen days in arrears, to cover the extra expense involved in handling delinquent payments, (3) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (4) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (7) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or EDWARD TURNER, its duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of \$ 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 Mortgagor)

Katherine C. O'Neal  
.....  
.....  
.....  
.....

Warren K. Brooks (SEAL)  
Warren K. Brooks  
..... (SEAL)  
..... (SEAL)  
..... (SEAL)

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S TO WIT:

On this the 29 day of September, 1975, before me, Katherine C. O'Neal, the undersigned officer, personally appeared WARREN K. BROOKS, known to me to be the person  whose name  is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained; and at the same time appeared J. O. PIPPIN, JR., President of the within named mortgagee.

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, that the amount of the aforesaid loan has been paid over and disbursed to said Mortgagor at or before the time of execution of this mortgage.

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

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

Katherine C. O'Neal  
Katherine C. O'Neal Notary Public  
My commission expires July 1, 1978.

Edward Turner  
Edward Turner, Attorney

Document No. 108,987

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1982 MAY 24 AM 10:26  
QUEEN ANNE'S COUNTY

ASSIGNMENT

~~TRUST DEED~~

MAY 24-82 \* 23885 \*\*\*\*\*5.00  
OF DEED OF TRUST OR MORTGAGE MAY 24-82 A #23885 \*\*\*\*\*5.00

FROM Warren K. Brooks  
(Maker of trust or mortgage)

TO The Centreville National Bank of Maryland AS RECORDED IN  
(Trustee or mortgagee)

LIBER CWC NO. 97 FOLIO 330

MAIL TO Place in Equity No. 7134

We hereby assign the within and foregoing mortgage unto David C. Bryan, Attorney, for the purpose of collection by foreclosure or otherwise.

Witness the hand of the said body corporate by J.O. Pippin, Jr., its President, attested by and its seal affixed by J. Robert Barton, its Senior Vice President, this 20<sup>th</sup> day of May, 1982.

Attest:

The Centreville National Bank of Maryland

J. Robert Barton  
Senior Vice President

By: J.O. Pippin, Jr.  
President



*Equity # 7134*

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

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 24<sup>th</sup> day of May, 1982;

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from Warren K. Brooks, to The Centreville National Bank of Maryland dated September 29, 1975 and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber C.W.C. No. 97, folio 330, and assigned to the principal for collection, and he is about to sell the land and premises in said mortgage, default, having been made in the payment of the money as specified and in the conditions and covenants therein contained.

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

IN TESTIMONY WHEREOF, the said principal has hereunto set his hand and seal and the said surety has caused this instrument of writing to be executed, on the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

*Thomas W. Leavelle*

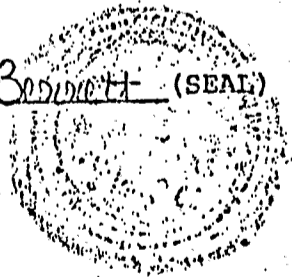
*David C. Bryan* (SEAL)  
David C. Bryan, Assignee

ATTEST:

HARTFORD ACCIDENT AND INDEMNITY  
COMPANY

*Jeanne S. Bonhoff*

BY: *Judith J. Beswick* (SEAL)  
Attorney in Fact



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CLERK, CIRCUIT COURT  
1982 MAY 24 AM 10:27  
QUEEN ANNE'S COUNTY

*Bond with Surety Approved Filed*

CERTIFIED COPY OF POWER OF  
ATTORNEY ATTACHED

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from  
Liber MWM#3, folio 246, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe  
my name and affix the Seal of the Circuit  
Court for Queen Anne's County, this 24th  
day of May, 1982.

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

DAVID C. BRYAN	*	IN THE CIRCUIT COURT FOR
Assignee	*	
	*	QUEEN ANNE'S COUNTY
v.	*	
	*	IN EQUITY
WARREN K. BROOKS	*	
Mortgagor	*	Chancery No. 7134
* * * * *	*	* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of David C. Bryan, Assignee of the Mortgage from Warren K. Brooks to The Centreville National Bank of Maryland, dated September 29, 1975 and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 97, folio 330, in which mortgage the Mortgagee is granted the power of sale after any default in the terms of said mortgage, respectfully shows:

That default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the note secured by said mortgage, the said David C. Bryan filed in this Honorable Court his order to docket suit to foreclosure said mortgage, accompanied by the said mortgage and assignment, his sworn statement as to the mortgage indebtedness and his bond given to the State of Maryland, executed by himself and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety 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 four (4) successive weeks, the first such publication being not less than fifteen (15) days prior to sale, and the last such publication being not more than one (1) week prior to sale, and after having sent, not earlier than twenty (20) days and not later than five (5) days before the date of sale, by registered mail to the mortgagor, at his 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 18, 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 Second Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned mortgage, and Advertisement of Sale unto Robert S. Copper as agent

for Robert S. Copper and Elizabeth A. Copper, h/w being then and there the highest bidder therefore, at and for the sum of

Seven Thousand Seven Hundred Dollars (\$ 7,700.00 ).

SECRETARY  
CLERK OF THE COURT  
1982 JUN 18 PM 1:15  
QUEEN ANNE'S COUNTY

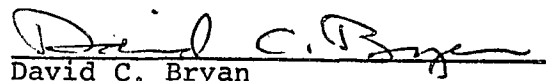


The purchaser has made a cash deposit of Seven Hundred Seventy Dollars (\$770.00) being ten percent (10%) of the purchase price as required by the Advertisement of Sale, and he has given the said David C. Bryan, Assignee, confessed judgment note in the amount of Six Thousand Nine Hundred Thirty Dollars (\$6,930.00) with interest, to secure the unpaid portion of the purchase price. The said David C. Bryan is satisfied that the purchaser will make full settlement of the purchase price in accordance with the Advertisement of Sale.

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

This report states the amount of sale to be Seven Thousand Seven Hundred Dollars (\$7,700.00).

Respectfully submitted,

  
David C. Bryan  
Assignee

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

I HEREBY CERTIFY, that on this 18th day of June, 1982, before me, the subscriber, personally appeared David C. Bryan, Assignee in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

And further made oath as aforesaid that there has been no change in the matters and facts set forth in the affidavit as to the military service filed in this cause on May 24, 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

DAVID C. BRYAN	*	IN THE CIRCUIT COURT FOR
Assignee	*	
	*	QUEEN ANNE'S COUNTY
v.	*	
	*	IN EQUITY
WARREN K. BROOKS	*	
Mortgagor	*	Chancery No. 7134
* * * * *	*	* * * * *

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, that I did sell at public auction:

ALL that lot or parcel of land known as the "Warren Brooks Residence" on the public road leading from Price to Robert's Station in the Second 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 18, 1982, beginning at the hour of 10:00 A.M., Eastern Daylight Time, unto

Robert S. Copper

at and for the sum of Seven Thousand Seven Hundred  
Dollars (\$ 7,700.00 ).

*Joseph A. Jackson, Jr.*  
 Joseph A. Jackson, Jr.  
 Auctioneer

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 1982 JUN 18 PM 1:16  
 QUEEN ANNE'S COUNTY

DAVID C. BRYAN  
Assignee

v.

WARREN K. BROOKS  
Mortgagor

\* IN THE CIRCUIT COURT FOR  
\* QUEEN ANNE'S COUNTY  
\* In Equity  
\* Chancery No. 7134

\* \* \* \* \*

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 18th 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

Robert S. Copper

purchaser(s) at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that he purchased all those lots, parcels or tracts 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 Robert S. Copper and Elizabeth A. Copper, his wife), 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.



*Thomas W. Leavelle*  
Notary Public

My Commission Expires: 7/1/82

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1982 JUN 18 PM 1:16  
QUEEN ANNE'S COUNTY

DAVID C. BRYAN  
Assignee

v.

WARREN K. BROOKS  
Mortgagor

\* \* \* \* \*

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY

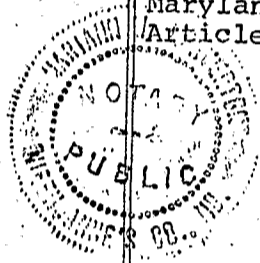
In Equity

Chancery No. 7134

\* \* \* \* \*

AFFIDAVIT

I HEREBY CERTIFY, that on this 18<sup>th</sup> day of June 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared David C. Bryan, Assignee, and made oath in due form of law that notice of the time, place and terms of sale in this cause was duly sent by registered mail to Warren K. Brooks, mortgagor, and present record holder of the property to be sold at his last known address as prescribed by Rule W 74 a. (2) (c) of the Maryland Rules of Procedure and Section 7-105 of the Real Property Article of the Annotated Code of Maryland.



*Thomas W. Lovelace*  
Notary Public  
My Commission Expires: 7/1/82

RECEIVED  
CLERK, CIRCUIT COURT  
1982 JUN 18 PM 1:16  
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE

DAVID C. BRYAN, Assignee

vs.

WARREN K. BROOKS

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

Cause No. 7134

ORDERED, this 18th day of June, 19 82, that  
the sale of the real property, made and reported in this cause by  
David C. Bryan, Assignee, be ratified and confirmed,  
on or after the 22nd day of 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 suc-  
cessive weeks before the 15th day of July, 19 82.

The report states the amount of sales to be \$ 7,700.00.

Marguerite H. Mankin Clerk

Filed June 18, 1982

24  
Centreville, Md. June 19 82

## We Hereby Certify

That the annexed advertisement of  
Attorney's Sale - Warren K. Brooks  
was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 4 successive weeks before  
the 18th day of June 19 82  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 26th day of  
May 19 82, and the last  
insertion on the 16th day of  
June 19 82.

Publishers, Record Observer

Per M. J. Turner

RECEIVED  
CLERK, CIRCUIT COURT  
1982 JUN 24 PM 4:31  
QUEEN ANNE'S COUNTY

## Attorney's Sale

### of Valuable Fee Simple Real Estate In Price

Under and by virtue of the power of sale contain-  
ed in the mortgage from Warren K. Brooks to The  
Centreville National Bank of Maryland dated  
September 29, 1975 and recorded among the land  
records of Queen Anne's County, State of  
Maryland, in Liber C.W.C. No. 97, folio 330; default  
having occurred in the terms of said mortgage, the  
undersigned attorney, said mortgage having been  
assigned to him for collection, will offer at public  
auction in front of the Court House Door in the  
Town of Centreville, Queen Anne's County, State of  
Maryland, at the hour of 10:00 o'clock, A.M.,  
Eastern Daylight Time, on

**Fri., June 18, 1982**

the following described real estate, to wit:

ALL that lot, tract, part of a tract and/or parcel of  
land, situate, lying and being in the Second Election  
District of Queen Anne's County, Maryland, at or  
near Price, Maryland, on the public road leading  
from Price to Robart's Station, adjoining the land  
formerly owned by James T. Scott, now deceased,  
on the one side and the land of the Pennsylvania  
Railroad Company on two sides, and bounded on  
the remaining side by the aforesaid public road, and  
more particularly described by metes and bounds,  
courses and distances, by a survey made by John C.  
Turner and filed in Chancery Cause #2530, and  
therein described as follows, to wit: BEGINNING for  
the same in the center of said road at a small bridge  
over a ditch, a corner for the Meadow land formerly  
owned by the said James T. Scott, deceased, and  
running thence first with the land formerly owned by  
said Scott and the North side of the ditch, south  
33 1/2 degrees East, 236 feet to the Railroad land (the  
distance from the beginning point along this line to  
center of Railroad Trunk being 269 feet); thence  
with the railroad land, South 66 degrees West, 270  
feet to a point on the railroad property containing  
the warehouses, thence with the North line of the  
railroad property, North 25 1/2 degrees West, 195 feet  
to the center of the aforesaid public road; thence  
with the center of said public road, North 56 1/2  
degrees East, 221 feet to the place of beginning;  
containing one and thirty one-hundredths acres of  
land, more or less.

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

IMPROVEMENTS: One story residence with open  
porch, asphalt shingle roof and many outbuildings.

TERMS OF SALE: The purchaser(s) shall be re-  
quired to pay ten per cent (10%) of the purchase  
price in cash or by certified check on the day of sale,  
the balance to be paid within ten (10) days of the  
ratification of the sale by the Circuit Court of Queen  
Anne's County and to bear interest at ten per cent  
(10%) from day of sale to day of settlement, or all  
cash on the day of sale as the purchaser(s) may  
elect. Full possession will be given to the pur-  
chaser(s) upon ratification of the sale and payment  
of the purchase price. Taxes and all other  
assessments and charges will be adjusted to the  
date of final settlement. All transfer expenses, in-  
cluding dead, title papers, documentary stamps,  
transfer tax and notary fees to be paid by the pur-  
chaser(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.

All improvements are sold in "as is" condition.

DAVID C. BRYAN  
Assignee

111 Lawyers Row  
Centreville, Md. 21617  
Telephone: 758-1643  
Joseph A. Jackson, Jr.,  
Auctioneer

RD-5-26-41-081

Centreville, Md. 7-14 19 82

### We Hereby Certify

That the annexed advertisement of  
Nisi - Warren K. Brooks  
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 July 19 82.  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 30th day of  
June 19 82, and the last  
insertion on the 14th day of  
July 19 82.

Publishers, Record Observer

Per

Betty M. Comegys

CLERK

1982 JUL 27 AM 10:37

QUEEN ANNE'S COUNTY

ORDER NISI  
ON SALE  
DAVID C. BRYAN  
Assignee

vs.

WARREN K. BROOKS  
In The Circuit Court  
for  
Queen Anne's County  
In Equity  
Cause No. 7134

ORDERED, this 18th day  
of June, 1982, that the sale  
of the real property, made  
and reported in this cause  
by David C. Bryan,  
Assignee, be retified and  
confirmed, on or after the  
22nd day of July, 1982,  
unless cause to the con-  
trary thereof be previously  
shown; provided a copy of  
this order be inserted in  
some newspaper published  
in Queen Anne's County,  
Maryland, once in each of  
three successive weeks  
before the 15th day of  
July, 1982.

The report states the  
amount of sales to be  
\$ 7 , 7 0 0 . 0 0

Marguerite W. Mankin  
Clerk

True Copy, Test:  
Marguerite W. Menkin  
Clerk

By: Betty M. Comegys  
Deputy Clerk

Filed: June 18, 1982

RO-8-30-31-050

LIBER

15 PAGE 145

DAVID C. BRYAN  
Assignee

v.

WARREN K. BROOKS  
Mortgagor

\* IN THE CIRCUIT COURT FOR  
\*  
\* QUEEN ANNE'S COUNTY  
\*  
\* IN EQUITY  
\*  
\* Chancery No. 7134  
\* \* \* \* \*

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this 30<sup>th</sup> 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, Assignee, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding order nisi; and the said David C. Bryan, Assignee, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

*Clayton C. Carter*  
\_\_\_\_\_  
Judge

RECORDED  
CLERK W. W. ...  
1982 JUL 30 PM 1:09  
QUEEN ANNE'S COUNTY



IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

DAVID C. BRYAN, ESQUIRE :  
 Attorney :  
 v. : Chancery #7134  
 WARREN K. BROOKS :  
 : : : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price		\$ 7,700.00	
Interest on \$ 6,930.00 at 10%			
from 6/18/81 to 8/10/82			
53 days at \$ 1.90 per day		100.70	
Real property taxes \$ 99.98			
from 7/1 to 8/10/82		<u>11.20-</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 7,789.50
COMMISSIONS PAYABLE TO ASSIGNEE	\$ 535.00		
ATTORNEY FEE, as per Mortgage	150.00		
EXPENSES OF SALE			
Court costs	\$ 154.50		
Advertising			
Notices of sale	262.08		
Report of sale	42.99		
Bond premium	40.00		
Notary fees	7.00		
Auctioneer's fee (minimum)	25.00		
Certified mail	3.10		
1981/82 real property taxes	<u>95.48</u>	630.15	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 45.00		
Postage & xerox	<u>.54</u>	<u>45.54</u>	<u>1,360.69-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 6,428.81
			=====
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal, per Statement of Debt	\$ 4,760.17		
Interest to 5/19/82, per Statement	351.10		
Late charges	74.25		
Interest on principal at 10%			
5/20/82 to 8/17/82 89 days at \$ 1.27	<u>113.03</u>		
TO BE DISTRIBUTED TO CENTREVILLE NATIONAL BANK			\$ 5,298.55-
SURPLUS to be distributed to Warren K. Brooks			\$ 1,130.26-

1982 AUG 19 AM 9:46  
 QUEEN ANNE'S COUNTY

NOTICE

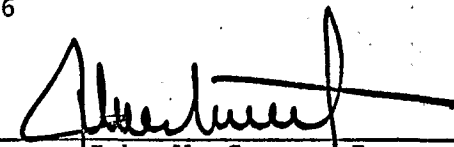
The attached Account was filed on the 19<sup>th</sup> day of August, 1982. Exceptions to the Account must be filed within fifteen (15) days of that date. If no exceptions are filed within that fifteen (15) day period, the Account may thereupon be ratified.

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 #7134. 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 19<sup>th</sup> day of August, 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

Warren K. Brooks  
Price, Maryland 21656

  
\_\_\_\_\_  
John W. Sause, Jr.  
Auditor

DAVID C. BRYAN, Assignee

vs.

WARREN K. BROOKS

\*  
\*  
\*  
\*  
\*  
\*  
\*

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
IN EQUITY  
No. 7134

NISI RATIFICATION OF AUDIT

ORDERED this 19th day of August, 1982,  
that the report and account filed in these proceedings by \_\_\_\_\_  
John W. Sause, Jr., Auditor, be ratified on or after the  
7th day of September, 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 J. Rankin Clerk

Filed August 19, 1982

DAVID C. BRYAN, Assignee

vs.

WARREN K. BROOKS

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7134

FINAL RATIFICATION OF AUDIT

ORDERED this 7th day of September, 1982,

by the Court that the account of the Auditor is finally ratified and confirmed, and David C. Bryan, Assignee~~XXXXXXXX~~, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Margaret H. Martin Clerk

Filed September 7, 1982

VACHEL A. DOWNES, JR.  
ATTORNEY NAMED IN MORTGAGE  
115 Lawyers Row  
Centreville, Maryland 21617

IN THE CIRCUIT COURT  
FOR

QUEEN ANNE'S COUNTY

VS.

IN EQUITY

NO. 7066

WAYNE L. O'ROARK  
SARA RAFTER O'ROARK  
8208 Grubb Road  
Chevy Chase, Maryland 20015

Feb 24, 1982 1113 A LC \*\*\*\*\*60.00

\*\*\*\*\*  
ORDER TO DOCKET SUIT

TO: MARGUERITE W. MANKIN, CLERK:

Madam Clerk: You will please docket suit as per the above titling for foreclosure of a mortgage from Wayne L. O'Roark, et.ux., to Bodkin Island Hunting Club, Inc., dated January 30, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 90 folio 743, wherein Vachel A. Downes, Jr., is the attorney named in the mortgage for purpose of foreclosure, as said mortgage is modified by Agreement between said parties, dated March 7, 1980, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 166 folio 54; 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 and agreement as well as the accompanying affidavit.

*Vachel A. Downes Jr.*  
VACHEL A. DOWNES, JR.  
Attorney Named In Mortgage  
115 Lawyers Row  
Centreville, Maryland 21617  
Telephone: 301-758-0680

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 23 day of Feb. 1982, before me, the subscriber, a Notary Public as aforesaid, personally appeared Vachel A. Downes, Jr., Attorney Named In Mortgage, and made oath in due form of law to the best of his knowledge, information and belief, that Wayne L. O'Roark and Sara Rafter O'Roark, his wife, according to the tax assessments records of Queen Anne's County reside at 8208 Grubb Road, Chevy Chase, Maryland (20015), and that they are not now in the military service of the United States of America as defined by the

Soldier's and Sailor's Civil Relief Act of 1940, with amendments thereto, 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 L. Nutson  
NOTARY PUBLIC

My Commission Expires: 7-1-1982



DOCUMENT NO. 78176

Purchase money

THIS MORTGAGE, made this 30th day of January, 1975, by and between WAYNE L. O'ROARK and SARA RAETER O'ROARK of the first part, hereinafter referred to as MORTGAGOR, and BODKIN ISLAND HUNTING CLUB, INC., a Maryland corporation 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 NINE THOUSAND FIVE HUNDRED Dollars (\$ 39,500.00 ) payable, with interest thereon from the date hereof at the rate of nine ( 9 %) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following: Interest on the principal indebtedness shall be payable quarterly accounting from the 30 day of JANUARY, 1975. Said mortgagors agree to make a payment on the principal indebtedness in the amount of \$5,000.00 on or before the 30 day of JANUARY, 1976, with the remaining principal indebtedness, and all unpaid, but accrued interest, being due and payable in full on the 30 day of JANUARY, 1980. Said mortgagors shall have the privilege of prepaying said indebtedness at any time without premium or penalty with interest to cease on the principal indebtedness so prepaid.

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

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

ALL that tract or parcel of land or island, known as "Sudler's Neck", "Bodkin's Island", "Botkin's Island", or by whatsoever name or names the same may be called or known, situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, in Eastern Bay, by the waters of which it is surrounded, being south and east of Kent Island, off Turkey Point, near the southern end of Coxes Neck and formerly containing 40 acres of land, more or less, the contents thereof now be what they may.

BEING all the same lands conveyed by the Mortgagees unto the Mortgagors by deed dated the 30 day of January, 1975, and recorded, or intended to be recorded, among the Land Records of Queen Anne's County immediately prior hereto.

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 mortgage, (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 mortgage 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 mortgage shall be at such rate as lender shall request. If lender has waived the option to accelerate provided in this paragraph 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 mortgage and the note.

If lender exercises such option to accelerate, lender shall mail borrower notice of acceleration 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 hereby.

LIBER 90 PAGE 743

15 PAGE 153

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

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

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum charge of \$2.00, on each payment more than fifteen days in arrears, to cover the extra expense involved in handling delinquent payments, (3) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (4) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (7) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this mortgage, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or Vachel A. Downes, Jr. his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of \$ 395.00 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:

Janelle Williams

Wayne L. O'Roark (SEAL)

Janelle Williams

Sara Rafter O'Roark (SEAL)

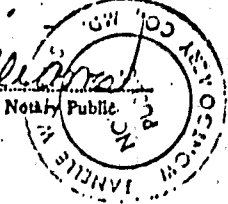
STATE OF MARYLAND  
COUNTY OF/CITY OF Montgomery/Chesapeake

On this the 30 day of August, 1975, before me, JANELLE WILLIAMS, the undersigned officer, personally appeared Wayne L. O'Roark and Sara Rafter O'Roark, 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 \_\_\_\_\_

and made oath in due form of law that the consideration set forth in said mortgage instrument and hereon filed as therein set forth (and she holds the duly authorized agent of the within named and is opposed to make his affidavit)

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

Janelle Williams



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



STATE OF Maryland, CITY/COUNTY OF Queen Anne's, to wit:

I HEREBY CERTIFY, that on this 30 day of January, 1975, before me, the subscriber, a Notary Public as aforesaid, personally appeared Donald C. Danner, the agent of the party secured by the foregoing mortgage, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the party secured hereby unto the within named mortgagor or the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the final and complete execution of this mortgage; and he further made oath that he is the agent of the party secured by the foregoing mortgage and as such is duly authorized to make this affidavit.

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

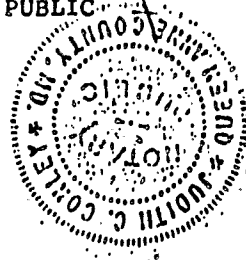
Judith C. Conley  
NOTARY PUBLIC

My Commission Expires: 7-1-1978

RECEIVED FOR RECORD  
& RECORDED IN LIBER CWC  
FOLIO 743

1975 FEB -5 PH 3:02

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



FEB -5-75 \* 21613 \*\*\*\*\*10.50  
FEB -5-75 \* A 21613 \*\*\*\*\*10.50

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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber CWC No. 90, folio 743, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 24th February, 1982.

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



THIS AGREEMENT, made this 7th day of March, 1980, by and between WAYNE L. O'ROARK and SARA RAFTER O'ROARK, his wife, hereinafter referred to as "Mortgagor", parties of the first part, BODKIN ISLAND HUNTING CLUB, INC., hereinafter referred to as "Mortgagee", party of the second part.

## WITNESSETH:

Whereas, Mortgagor is the owner of that certain piece or parcel of land described in a certain Mortgage from the Mortgagors, dated the 30th day of January, 1975 and recorded the 5th day of February, 1975 in Liber CWC 90 at folio 743, among the Land Records of Queen Anne's County, Maryland, securing a certain Promissory Note of even date therewith, in the original principal sum of Thirty Nine Thousand Five Hundred Dollars and No/100 (\$39,500.00); and

Whereas, the Mortgage and Promissory Note aforesaid originally secured a loan for purchase money purposes; and

Whereas, as of the date hereof, the sum of Thirty Four Thousand Five Hundred and No/100 Dollars (\$34,500.00) remains unpaid on account of the aforesaid Promissory Note and Mortgage; and

Whereas, the Mortgagors hereto are desirous of extending the time for payment of the indebtedness outstanding under the Mortgage and Promissory Note and in return for which the Mortgagee requires the interest rate to increase from nine percent (9%) per annum to fifteen percent (15%) per annum.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants herein contained, and other good and valuable considerations, receipt of which are hereby acknowledged, the parties hereto covenant and agree as follows :

1. The Mortgage recorded in Liber <sup>CWC</sup> 90 at folio 743 and Promissory Note of even date are hereby amended to reflect that the indebtedness secured thereby is due and payable in full on the fifteenth day of February, 1985, that monthly payments commence on the fifteenth day of March, 1980 and continue on the fifteenth day of each and every succeeding month thereafter in the amount of Eight Hundred Nineteen Dollars and 76/100 (\$819.76) and that the interest rate shall be fifteen percent (15%) per annum.

2. It is hereby understood and agreed that the Mortgage dated the 20th day of January, 1975 and recorded the 5th day of February, 1975 in Liber <sup>CWC</sup> 90 at folio 743 and the Promissory Note of even date are, by this agreement, modified to secure a single indebtedness in the amount of Thirty Four Thousand Five Hundred Dollars (\$34,500.00) to be repaid with interest in the amount of fifteen percent (15%) per annum from the date hereof until paid, said principal and interest being due and payable in monthly installments of Eight Hundred Nineteen Dollars and 76/100 (\$819.76) commencing on the fifteenth day of March, 1980 and continuing on the fifteenth day of each and every succeeding month thereafter up to the fifteenth day of February, 1985 at which time the entire unpaid principal balance together with all accrued interest shall be due and payable.

3. That both the Mortgage and Promissory Note referred to herein are incorporated herein by reference as to all terms, provisions and covenants set forth therein and not inconsistent with the terms of this agreement as if each term, provision, and covenant of the Mortgage and Promissory Note were set forth herein in their entirety.

In Witness Whereof, the parties hereto hereby agree to the terms and conditions set forth herein and agree to be bound

LAW OFFICES  
LEVITAN, EZRIN, CRAMER,  
WEST & WEINSTEIN  
Chartered  
1700 BARLOW BUILDING  
551 WISCONSIN AVENUE  
CHEVY CHASE, MD. 20815  
(301) 656-0215

-2-

LIBER 168 PAGE 55

LIBER 15 PAGE 157

hereby. Witness the following signatures and seals as of the day and year first hereinbefore written.

Witness :

Wayne L. O'Roark (SEAL)  
Wayne L. O'Roark

Sara R. O'Roark (SEAL)  
Sara Rafter O'Roark

Attest :

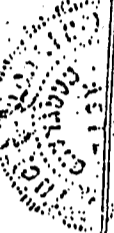
BODKIN ISLAND HUNTING CLUB, INC.

By : William N. Calhoun  
(Asst) Secretary  
William N. Calhoun  
(Corporate Seal)

By : S. Robert Carr  
(Vice) President  
S. Robert Carr

Secretary  
Signature here

impress  
copy  
Sara Rafter



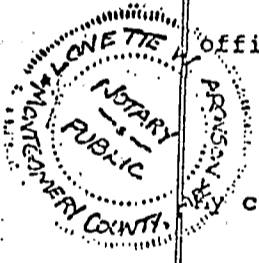
State of Maryland )  
County of Montgomery ) to wit :

Lonette W. Aronson, a Notary Public in and for the state and county aforesaid, do hereby certify that WAYNE L. O'ROARK and SARA RAFTER O'ROARK, his wife, parties to this certain agreement, bearing date on the 4th day of April, 1980, and hereto annexed, personally appeared before me in said state and county, and being personally well known to me (or proved by the oath of credible witnesses to be) the persons who executed the said agreement, and acknowledged the same to be their act and deed and that they have executed the same for the purposes herein contained.

In witness whereof, I have hereunto set my hand and official seal this 4 day of April, 1980.

Lonette W. Aronson  
Notary Public  
Lonette W. Aronson

commission expires : July 2, 1982



PENNSYLVANIA  
STATE OF ~~MARYLAND~~ )  
CHESTER ) to wit  
COUNTY OF ~~MONTGOMERY~~ )

S. Robert Carr, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that S. Robert Carr who is personally well known to me as the person named as attorney in fact in the foregoing Deed of Trust, bearing date on the 7th day of March, 1980, and hereto annexed, personally appeared before me in said jurisdiction and as attorney in fact as aforesaid, and by virtue of the power vested in him by said corporation, acknowledged the said

LAW OFFICES  
LEVITAN, EZRIN, CRAMER,  
WEST & WEINSTEIN  
Chartered  
1901 BARLOW BUILDING  
3301 WISCONSIN AVENUE  
CHEVY CHASE, MD 20815  
(301) 656-0915

to be the act and deed of BODKIN ISLAND HUNTING CLUB, INC., one of the parties hereto. Given under my hand and seal this 24 day of March, 1980.

*Charles J. [Signature]*  
Notary Public

NOTARY PUBLIC  
EXPIRES OCT. 14, 1982  
Member, Pennsylvania Association of Notaries

My commission expires :

I hereby certify that the foregoing Agreement was prepared by an attorney duly admitted to practice before the Court of Appeals of Maryland.

*[Signature]*  
DAVID M. KOCHANSKI

After recording please return to:

LEVITAN, EZRIN, CRAMER, WEST & WEINSTEIN, CHARTERED  
5454 Wisconsin Avenue, 1400 Barlow Building,  
Washington, D.C. 20015

File Number S-651

JUL 21 11:01  
QUEEN ANNE'S COUNTY

JUL 21-80 \* 23149 \*\*\*\*\*15  
JUL 21-80 A 23149 \*\*\*\*\*15

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

THIS IS TO CERTIFY, THAT THE foregoing was truly taken and copied from Liber MWM No. 166, folio 54, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 24th day of February, 1982

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

LAW OFFICES  
LEVITAN, EZRIN, CRAMER,  
WEST & WEINSTEIN  
Chartered  
1400 BARLOW BUILDING  
5454 WISCONSIN AVENUE  
CHEVY CHASE, MD. 20815  
(301) 656-0915

-4-

LIBR 166 PAGE 57

LIBR 15 PAGE 159

VACHEL A. DOWNES, JR.  
ATTORNEY NAMED IN MORTGAGE  
115 Lawyers Row  
Centreville, Maryland 21617

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY

VS.

IN EQUITY

NO. 7066

WAYNE L. O'ROARK  
SARA RAFTER O'ROARK  
8208 Grubb Road  
Chevy Chase, Maryland 20015

\*\*\*\*\*  
STATEMENT OF MORTGAGE INDEBTEDNESS

Principal (by mortgage agreement of March 7, 1980, recorded MWM No. 166 folio 54)	\$ 34,500.00
Interest at 15% from January 31, 1980 to June 25, 1980, 145 days at \$14.18	2,056.10
Total Due June 25, 1980	\$ 36,556.10
Less payment June 25, 1980	3,279.04
Balance of principal June 25, 1980	\$ 33,277.06
Interest at 15% from June 25, 1980 to August 21, 1980, 57 days at \$13.68	779.76
Total due August 21, 1980	\$ 34,056.82
Less payment August 21, 1980	819.76
Balance of principal August 21, 1980	\$ 33,237.06
Interest at 15% from August 22, 1980 to February 15, 1982, 543 days at \$13.66	7,417.38
BALANCE OF PRINCIPAL AND INTEREST DUE FEBRUARY 15, 1982	\$ 40,654.44

Respectfully submitted,

Vachel A. Downes, Jr.  
VACHEL A. DOWNES, JR.  
ATTORNEY NAMED IN MORTGAGE

AFFIDAVIT

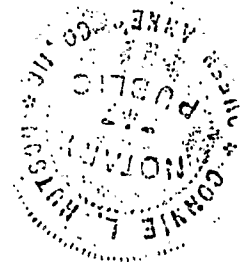
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I HEREBY CERTIFY, that on this 23 day of Feb, 1982, before me, the subscriber, a Notary Public as aforesaid, personally appeared Vachel A. Downes, Jr., Attorney Named In Mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing Statement of Mortgage Indebtedness are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Connie R. Hutson  
NOTARY PUBLIC

My Commission Expires: 7/1/1982



*Equity of 1966*

BOND

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

NOW, ALL MEN BY THESE PRESENTS: that we, Vachel A. Downes, Jr., of Queen Anne's County, State of Maryland, as Principal, 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 the State of Maryland in the full and just sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) current money of the United States of America, to be paid 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 23 day of February 1982.

WHEREAS, by a certain mortgage from Wayne L. O'Roark and Sara Rafter O'Roark, his wife, to Bodkin Island Hunting Club, Inc. dated January 30, 1975, recorded in Liber C.W.C. No. 90 folio 743, as amended by Agreement between said parties dated March 7, 1980, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 166 folio 54, the Mortgagors became indebted unto the Mortgage therein; and

WHEREAS, Vachel A. Downes, Jr., is the attorney named in the mortgage for purposes of collection and foreclosure;

WHEREAS, the above bounded, Vachel A. Downes, Jr., Attorney Named In Mortgage, is about to execute the power of sale contained in the above described mortgage by making sale of the property described in, granted and conveyed by the said mortgage, default having occurred in the terms, conditions and covenants of the said mortgage by the reason of the non-payment of the principal mortgage debt named in said mortgage and by reason of the non-payment of the interest covenants to be paid upon the said principal mortgage indebtedness by the terms of said mortgage at the times therein provided for the payment.

Now the condition of the above obligation is such, that if the above bounded, Vachel A. Downes, Jr., does and shall, will and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise, to be and remain in full force and virtue in law.

SIGNED, SEALED AND PUBLISHED  
IN THE PRESENCE OF

Connie L. Hutson

Vachel A. Downes Jr. (SEAL)  
VACHEL A. DOWNES, JR.  
ATTORNEY NAMED IN MORTGAGE

ATTEST:

J. Carol Bennett

HARTFORD ACCIDENT & INDEMNITY  
COMPANY

BY: William W. Freestate  
William Freestate  
Its Attorney In Fact

*Berkwich Security of personal  
Filed February 24, 1982.*

COPIED COPY OF POWER OF  
ATTORNEY ATTACHED



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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber MWM No. 3, folio 217, 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 February 1982.

*Margaret W. Markin*  
Clerk of the Circuit Court for Queen Anne's  
County

VACHEL A. DOWNES, JR.  
Attorney Named In Mortgage

IN THE CIRCUIT COURT

FOR

VS.

QUEEN ANNE'S COUNTY

IN EQUITY

WAYNE L. O'ROARK, ET:AL.

NO. 7066

AFFIDAVIT

I HEREBY CERTIFY, that on this 11<sup>th</sup> day of MAY, 1982, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Attorney Named In Mortgage, and made oath in due form of law that registered mail notice of the time, place and terms of sale in this cause were duly served or attempted to be served by registered mail on Wayne L. O'Roark and Sara Rafter O'Roark, at their last known address at 8208 Grubb Road, Chevy Chase, Maryland (20015), as prescribed by Rule W 74 (2) (c) (i) and (ii) of the Maryland Rules of Procedure. SUBSCRIBED AND SWORN TO before me this 11<sup>th</sup> day of MAY, 1982.

*Connie L. Hutson*  
NOTARY PUBLIC

My Commission Expires: 7-1-1982



1. The following service is requested (check one): <input checked="" type="checkbox"/> Show to whom and date delivered. <input type="checkbox"/> Show to whom, date and address of delivery. <input type="checkbox"/> RESTRICTED DELIVERY Show to whom and date delivered..... <input type="checkbox"/> RESTRICTED DELIVERY. Show to whom, date, and address of delivery.		2. ARTICLE ADDRESSED TO: <i>Dr. Wayne L. O'Roark</i>		3. ARTICLE DESCRIPTION REGISTERED NO. <i>518</i> INSURED NO. _____ (Always obtain signature of addressee or agent)	
4. DATE OF DELIVERY <i>5/8/82</i>		5. ADDRESS (complete only if requested)		6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS	

PS Form 3811, Jan. 1978

RECEIVED  
CLERK, CIRCUIT COURT  
1982 MAY 12 PM 2:48  
QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.  
Attorney Named In Mortgage

vs.

WAYNE L. O'ROARK, ET.AL.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S

COUNTY

IN EQUITY NO.

7066

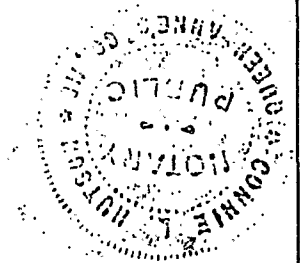
\* \* \* \* \*  
AFFIDAVIT

I HEREBY CERTIFY, that on this 11<sup>th</sup> day of MAY, 1982, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Attorney Named In Mortgage, and made oath in due form of law that a title examination of the property in these proceedings disclosed junior encumbrances upon said lands, but no such holder of any such subordinate interest is entitled to notice by the Laws of Maryland or the Maryland Rules of Procedure by and under Rule W 74 (2) (c) (iii).

SUBSCRIBED AND SWORN to before me, the undersigned, this 11 day of MAY, 1982.

Connie K. Hutson  
NOTARY PUBLIC

My Commission Expires: 7-1-1982



RECEIVED  
CLERK, CIRCUIT COURT  
1982 MAY 12 PM 2:48  
QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.  
ATTORNEY NAMED IN MORTGAGE

IN THE CIRCUIT COURT

FOR

VS.

QUEEN ANNE'S COUNTY

WAYNE L. O'ROARK, ET.AL.

IN EQUITY

NO. 7066

\*\*\*\*\*  
REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Vachel A. Downes, Jr., Attorney Named In Mortgage, in the proceedings in said cause above mentioned, respectfully shows that after giving bond with approved security for the faithful discharge of his duties, as prescribed by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Queen Anne's Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, for more than three (3) consecutive weeks preceding the day of sale; the said Attorney Named In Mortgage, Vachel A. Downes, Jr., did, pursuant to said notice, on the 25th day of May, 1982 at 11:00 o'clock, a.m., in front of the Courthouse Door, in the Town of Centreville, Queen Anne's County, Maryland, then and there sell at the 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 Richard Alan Earle

at and for the sum of \$30,000.00, which price was the highest amount bid for said property.

The Report of Sale states that the amount of sale is \$ 30,000.00.

Respectfully submitted,

*Vachel A. Downes, Jr.*  
Vachel A. Downes, Jr.  
Attorney Named In Mortgage

STATE OF MARYLAND

TO WIT:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 25th day of May, 1982, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Attorney Named In Mortgage, and he did make oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and correct to the best of his knowledge, information and belief, and that such sale was fairly made.

AS WITNESS my hand and Notarial Seal.

*Connie L. Wilcox*  
NOTARY PUBLIC  
QUEEN ANNE'S COUNTY, MARYLAND

My Commission Expires: 7-1-1982

RECEIVED  
CLERK, CIRCUIT COURT  
1982 MAY 28 AM 9:08  
QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.  
Attorney Named In Mortgage

IN THE CIRCUIT COURT

FOR

vs.

QUEEN ANNE'S COUNTY

WAYNE L. O'ROARK, ET.AL.

IN EQUITY

NO. 7066

\* \* \* \* \*

AFFIDAVIT

The undersigned, purchaser of the property described in these proceedings, of or formerly of, Wayne L. O'Roark and Sara Rafter O'Roark, sold at public auction on the 25th day of May, 1982, in front of the Court House Door, in Centreville, Queen Anne's County, Maryland, does hereby make oath in due form of law (a) that the property was purchased by RICHARD ALAN EARLE

-----, as Principal,  
or (b) by -----,  
-----, as Agent for -----

-----, and (c) that the undersigned did not directly or indirectly discourage anyone from bidding for said property.

AS WITNESS my hand this 25th day of May, 1982.

*[Signature]*  
RICHARD ALAN EARLE

Purchaser(s)

Subscribed and Sworn to before me, the undersigned, a Notary Public of Queen Anne's County, State of Maryland, this 25th day of May, 1982.

AS WITNESS my hand and Notarial Seal.

*[Signature]*  
NOTARY PUBLIC

AFFIDAVIT BY AUCTIONEER

I HEREBY CERTIFY, that on this 25th day of May, 1982, that the undersigned, did sell at public sale the lands of Wayne L. O'Roark and Sara Rafter O'Roark, in Queen Anne's County, Maryland, unto Richard Alan Earle

-----  
at and for the sum of \$ 30,000.00 and I do further certify that this sale was fairly made.

*[Signature]*  
Joseph A. Jackson, Jr.  
Auctioneer

RECEIVED  
CLERK, CIRCUIT COURT  
1982 MAY 28 AM 9:08  
QUEEN ANNE'S COUNTY

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 25th day of May, 1982.

AS WITNESS my hand and Notarial Seal.

Connie L. Hutson  
NOTARY PUBLIC

My Commission Expires: 7-1-1982



ORDER NISI ON SALE

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

vs.

WAYNE L. O'ROARK, et al.

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 7066

ORDERED, this 28th day of May, 19 82, that  
the sale of the real \_\_\_\_\_ property, made and reported in this cause by  
Vachel A. Downes, Jr., Attorney named in Mortgage, be ratified and confirmed,  
on or after the 1st 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 suc-  
cessive weeks before the 24th day of June, 19 82.

The report states the amount of sales to be \$ 30,000.00.

*Marguerite St. Markin* Clerk

Filed May 28, 1982

Chancery  
1063

LIBER

15 PAGE 170

Centreville, Md. 5-31 19 82

### 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 25th day of May 19 82.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 5th day of  
May 19 82, and the last  
insertion on the 19th day of  
May 19 82.

Publishers, Record Observer

Per

*Margaret Swanson*  
RECORD OBSERVER  
CLERK, CIRCUIT COURT

1982 JUN 14 PM 1:18  
QUEEN ANNE'S COUNTY

DOWNES AND GREGORY  
115 Lawyers Row  
Centreville, Maryland 21617  
Telephone: 301-6580

## Mortgage Sale

### DESIRABLE IMPROVED ISLAND AND VACATION RETREAT IN EASTERN BAY QUEEN ANNE'S COUNTY MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Wayne L. O'Roark and Sara Reftar O'Roark, wife, to Bodkin Island Hunting Club, Inc., dated January 30, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 90 folio 743, Vachel A. Downes, Jr., being the Attorney named in the Mortgage for purpose of collection by foreclosure or otherwise, default having occurred in the terms of said mortgage, the undersigned Attorney Nemoad in Mortgage will offer at the public auction to the highest bidder on

**Tues., May 25, 1982**  
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 tract or parcel of land or island, known as "Sudler's Neck", "Bodkin Island," "Botkin's Island," or by whatsoever name or names the same may be called or known, situated, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, in Eastern Bay, by the waters of which it is surrounded, being south and east of Kent Island, off Turkey Point, near the southern end of Coxes Neck and formerly containing 40 acres of land, more or less, the contents thereof now be what they may.

BEING all the same lands conveyed by Bodkin Island Hunting Club, Inc., unto Wayne L. O'Roark, et. ux., by deed dated January 30, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 90 folio 741, SUBJECT, nevertheless to the operation and effect, if any there be, of a Shore Erosion Control Agreement between Wayne L. O'Roark, et. ux., and the Department of Natural Resources of Maryland, dated October 17, 1975, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 93 folio 529.

IMPROVED by a four room lodge ideal as vacation retreat.

**TERMS OF SALE:** A deposit of not less than \$5,000.00 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 10% which balance of the purchase price and interest to accrue thereon, and any other moneys due by Purchaser shall be paid and final settlement held within 20 days after final ratification of the sale by the Circuit Court for Queen Anne's County.

Taxes and other public charges to be adjusted to the date of final settlement aforesaid, being the date of payment of all moneys due by Purchaser(s) to the undersigned. 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. 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. Possession to be given to Purchaser(s) upon final settlement aforesaid.

VACHEL A. DOWNES, JR.  
Attorney Named in Mortgage  
115 Lawyers Row  
Centreville, Maryland 21617  
Telephone: 301-758-0680  
Joseph A. Jackson, Jr.  
Auctioneer  
(1-301-364-5463)

RO-5-5-31-08



Centreville, Md. 6-23 19 82

### We Hereby Certify

That the annexed advertisement of  
Order Nisi Cause NO. 7066  
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 July 1982.  
And that the first insertion of said ad-  
vertisement 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 *Marguerite W. Mankin*

#### ORDER NISI ON SALE

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

vs.

**Wayne L. O'Roark, et al.**  
In The Circuit Court  
for

Queen Anne's County  
In Equity

Cause No. 7066

ORDERED, this 28th day  
of May, 1982, that the sale  
of the real property, made  
and reported in this cause  
by Vachel A. Downes, Jr.,  
Attorney named in  
Mortgage, be ratified and  
confirmed, on or after the  
1st day of July, 1982,  
unless cause to the con-  
trary thereof be previously  
shown; provided a copy of  
this order be inserted in  
some newspaper published  
in Queen Anne's County,  
Maryland, once in each of  
three successive weeks  
before the 24th day of  
June, 1982.

The report states the  
amount of sales to be  
\$30,000.00.

Marguerite W. Mankin,  
Clerk

True Copy, Test:  
Marguerite W. Mankin,  
Clerk

By: Betty M. Comegys  
Deputy Clerk

RO-6-9-3t-07

RECEIVED  
CLERK, CIRCUIT COURT

1982 JUL -1 AM 10:33

QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.  
ATTORNEY NAMED IN MORTGAGE

IN THE CIRCUIT COURT

FOR

VS.

QUEEN ANNE'S COUNTY

WAYNE L. O'ROARK, ET.AL.

SITTING IN

EQUITY NO.

7066

FINAL ORDER OF RATIFICATION OF SALE

The foregoing 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 May 25, 1982, and (4) that the manner of sale was in substantial compliance with the Maryland Rules of Procedure.

IT IS THEREUPON ORDERED, this 2nd day of July, 1982, by the Circuit Court for Queen Anne's County, Sitting In Equity, that the sale made by Vachel A. Downes, Jr., Attorney Named In Mortgage, on the 25th day of May, 1982, be and the same is hereby ratified and confirmed, and the said Vachel A. Downes, Jr., Attorney Named In 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.

Clayton C. Carter  
JUDGE

Distribution:  
Original: Court File  
Photocopy: Vachel A. Downes, Jr., Attorney  
John W. Sance, Jr., Auditor

RECEIVED  
CLERK'S OFFICE  
1982 JUL 2 PM 1:58  
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

VACHEL A. DOWNES :  
 Attorney :  
 v. : Chancery #7066  
 WAYNE L. O'ROARK :  
 SARA RAFTER O'ROARK :  
 : : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price		\$ 30,000.00	
Interest on \$ 25,000.00 at 10%			
from 5/25/82 to 8/13/82			
79 days at \$ 6.85 per day		541.15	
Real property taxes \$ 531.26			
from 8/13/82 to 6/30/83			
322 days at \$ 1.46		<u>470.12</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 31,011.27
COMMISSIONS PAYABLE TO ATTORNEY		\$ 1,650.00	
ATTORNEY FEE, as per Mortgage		395.00	
EXPENSES OF SALE			
Court costs	\$ 159.50		
Advertising			
Notices of sale	768.61		
Report of sale	45.06		
Bond premium	100.00		
Auctioneer's fee (maximum)	75.00		
Registered mail	4.10		
Notary fees	3.00		
Photocopies	6.00		
1981/82 taxes & penalties	643.39		
1982/83 taxes	<u>531.26</u>	2,335.92	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 45.00		
Postage & xerox	<u>1.02</u>	<u>46.02</u>	<u>4,426.94-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 26,584.33
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal, per Statement of Debt		\$ 33,237.06	
Interest to 2/15/82, per Statement		7,417.38	
Interest on principal at 15%			
2/16/82 to 7/24/82			
159 days \$ 13.66		<u>2,171.94</u>	
TOTAL DUE UNDER MORTGAGE			\$ 42,826.38-
TO BE DISTRIBUTED TO Bodkin Island Hunting Club, Inc.			\$ 26,584.33
DEFICIT			\$ 16,242.05-

**FILED**

SEP 3 1982

CIRCUIT COURT  
 QUEEN ANNE'S CO.

NOTICE

The attached Account was filed on the <sup>3<sup>rd</sup></sup> day of September, 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.

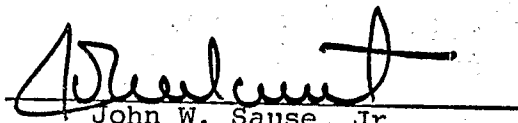
CERTIFICATE OF AUDITOR

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 #7066. 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 <sup>3<sup>rd</sup></sup> day of September, 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:

Vachel A. Downes, Jr., Esquire  
115 Lawyers Row  
Centreville, Maryland 21617

Wayne L. O'Roark  
8208 Grubb Road  
Chevy Chase, Maryland 20015

Sara Rafter O'Roark  
8208 Grubb Road  
Chevy Chase, Maryland 20015

  
John W. Sause, Jr.  
Auditor

VACHEL A. DOWNES, Attorney

vs.

WAYNE L. O'ROARK, et al.

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY

IN EQUITY

No. 7066

NISI RATIFICATION OF AUDIT

ORDERED this 3rd day of September, 1982,  
that the report and account filed in these proceedings by \_\_\_\_\_  
John W. Sause, Jr., Auditor, be ratified on or after the  
21st day of September, 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 St. Markin

Clerk

Filed September 3, 1982

VACHEL A. DOWNES, JR., Attorney

vs.

WAYNE L. O'ROARK, et al.

\* IN THE CIRCUIT COURT  
 \* FOR QUEEN ANNE'S COUNTY  
 \* IN EQUITY  
 \* No. 7066  
 \*  
 \*  
 \*

FINAL RATIFICATION OF AUDIT

ORDERED this 21st day of September, 1982,  
 by the Court that the account of the Auditor is finally ratified and  
 confirmed, and Vachel A. Downes, Jr., Attorney, ~~AND BY THE COURT~~  
 is directed to apply the proceeds accordingly, with a due proportion of  
 interest as the same has been or may be received.

Marguerite H. Mankin Clerk

Filed September 21, 1982

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

VACHEL A. DOWNES, JR.,  
Substitute Trustee

Plaintiff

vs.

Equity No. 7031

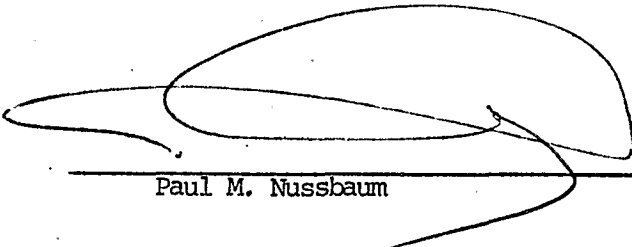
SAMUEL RAY FANN, JR. and  
SONDRA LEE FANN, his wife

Defendants

DEC 18-81 \* 29442 \*\*\*\* 50 00  
DEC 18-81 A 929442 \*\*\*\* 50 00

Mr. Clerk:

Please file the suit as above entitled, file the Deed of Trust,  
Deed of Trust Note, Statement of Indebtedness, Military Affidavit and  
file and approve the Bond.



Paul M. Nussbaum

REICHELT, NUSSBAUM & BROWN  
3723 34th Street  
Mt. Rainier, Maryland 20712  
(301) 779-9000

LAW OFFICES-REICHELT, NUSSBAUM & BROWN

CLERK  
1981 DEC 16 11:11 AM '81  
QUEEN ANNE'S COUNTY

INSTRUMENT NO. 103,824

LIRER 15 PAGE 178  
PURCHASE MONEY

MARYLAND

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

# DEED OF TRUST

THIS DEED, made this 1ST day of NOVEMBER, 1980, by and between

SAMUEL RAY FANN, JR. AND SUNDRA LEE FANN HIS WIFE

party of the first part, and HUGH F. COYLE, THOMAS F. IRETON, Trustee,  
as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto

JAMES W. ROUSE & COMPANY, INCORPORATED  
WHOSE POST OFFICE ADDRESS IS: P. O. BOX 905 COLUMBIA, MARYLAND 21044,  
a corporation organized and existing

under the laws of MARYLAND, in the principal sum of FIFTY SIX THOUSAND FIVE HUNDRED AND NO Dollars (\$ 56,500.00) with interest from date at the rate of THIRTEEN per centum (13.00 %) 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 SIX HUNDRED TWENTY FIVE AND 46/100 Dollars (\$ 625.46), commencing on the first day of DECEMBER, 1980, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of NOVEMBER 2010.

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 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:

BEING DESIGNATED AND DELINEATED ON A PLAT OF SURVEY ENTITLED "PART OF LOT 16 AND PART OF LOT 17 FOR MARGARET E. TROTT", BY JFD ASSOCIATES, INC. DATED AUGUST 8, 1978 THE IMPROVEMENTS THEREON BEING KNOWN AS: 6888 ACKERMAN DRIVE, STEVENSVILLE, MARYLAND 21666

BEING THE SAME LOT OF GROUND DESCRIBED IN DEED OF EVEN DATE HERewith AND INTENDED TO BE RECORDED PRIOR HERETO AMONG THE LAND RECORDS OF QUEEN ANNE'S COUNTY FROM MARGARET E. TROTT TO THE PARTIES OF THE FIRST PART.

BORROWER ACKNOWLEDGES THAT THE SUM SO RECEIVED FROM LENDER UNDER THE NOTE SECURED BY THIS DEED OF TRUST IS, IN WHOLE OR IN PART, THE PURCHASE MONEY OF THE PROPERTY SECURED HEREBY.

6888 ACKERMAN DRIVE  
STEVENSVILLE, MARYLAND 21666

RECEIVED  
CLERK, CIRCUIT COURT

1980 NOV 10 PM 1:42

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 AND WOODBURN OVEN  
CONDITIONER

103,824



TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns IN FEE SIMPLE

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

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

Upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said party of the first part or assigns, at such party's cost. Prior to the execution and delivery of any partial or complete release, each trustee shall be entitled to charge and receive a fee of \$5.00, plus \$.50 for Notary's fee, for each release. The right to charge and receive said fee shall be limited to two trustees.

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

Party of the first part covenants and agrees as follows:

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

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

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

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

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

(II) interest on the note secured hereby; and

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

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

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

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

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

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

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

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

9. He will continuously maintain hazard insurance, of such type or types and amounts as the holder of the note may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore 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 ( $\frac{1}{2}$ ) 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 parties of the first part on the day and year first above written.

Witness: Samuel Ray Fann, Jr. [SEAL]  
 SAMUEL RAY FANN, JR. [SEAL]

Sondra Lee Fann [SEAL]  
 SONDRA LEE FANN [SEAL]

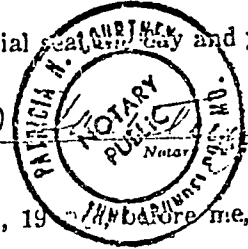
STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL to wit:

I HEREBY CERTIFY, That on this 1ST day of NOVEMBER, 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for the JURISDICTION AFORESAID aforesaid, personally appeared

SAMUEL RAY FANN, JR. and SONDRA LEE FANN  
 his wife, and THEY acknowledged the foregoing deed to be THEIR act.

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

Patricia M. Courtney



I HEREBY CERTIFY that on this 1ST day of NOVEMBER, 1980, before me, the subscriber, a Notary Public in and for THE JURISDICTION AFORESAID personally appeared R. RONALD SINCLAIR an agent of JAMES W. ROUSE & COMPANY, INCORPORATED 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 (\$56,500.00) is true and bona fide as therein set forth; and that the loan sum secured hereby has been paid over and disbursed by the Party secured hereby unto the within named party of the first part or the person responsible for the disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery of this Deed of Trust by the borrower, and also make oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

As WITNESS: my hand and notarial seal.

Patricia M. Courtney



My commission expires JULY 17 1982

105,844

STATE OF MARYLAND

Deed of Trust

SAMUEL RAY FANN, JR.  
SONDRA LEE FANN

TO

RICH E. COYLE  
THOMAS F. IRETON  
AND JAMES W. ROUSE & COMPANY, INCORPORATED  
P. O. BOX 803  
COLUMBIA, MARYLAND 21044

Trustee.

15 PAGE 181

RECEIVED FOR RECORD on the

10th day of November

A.D. 1980, at 1:47 o'clock P. M.

and recorded in Liber No. NCCW 169 at folio

one of the Land Records.

Examined by

Patricia M. Courtney  
Notary Public  
Recorder

172

VA Form 26 6312d (Home Loan)  
Revised Jun 1974  
Use Optional, Section  
1810, Title 38, U.S.C.  
Acceptable to Federal  
National Mortgage  
Association

MARYLAND

# DEED OF TRUST NOTE

CROFTON, Maryland.

\$ 56,500.00 NOVEMBER 1, 19 80.

FOR VALUE RECEIVED, the undersigned promise(s) to pay to

JAMES W. ROUSE & COMPANY, INCORPORATED

or order, the principal sum of ~~FIFTY SIX THOUSAND FIVE HUNDRED AND NO~~ <sup>A MARYLAND CORPORATION</sup> ~~AND NO~~ 100

Dollars (\$ 56,500.00) with interest from date at the rate of THIRTEEN per centum ( 13.0%)  
per annum on the unpaid balance until paid, said principal and interest being payable at the office of

JAMES W. ROUSE & COMPANY, INCORPORATED

, in COLUMBIA, MARYLAND 21044

or at such other place as the holder hereof may designate in writing delivered or mailed to the debtor, in  
monthly installments of SIX HUNDRED TWENTY FIVE AND 46/100 Dollars (\$ 625.46 ), com-

mencing on the first day of DECEMBER, 19 80, and continuing on the first day of each

month thereafter until this note is fully paid, except that, if not sooner paid, the final payment of principal

and interest shall be due and payable on the first day of NOVEMBER, 2010

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

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

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

Presentment, protest and notice are hereby waived.

*Samuel Ray Fann, Jr.*  
\_\_\_\_\_

SAMUEL RAY FANN, JR.

*Sandra Lee Fann*  
\_\_\_\_\_

SANDRA LEE FANN

*S.F.*  
\_\_\_\_\_

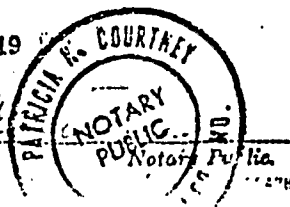
THIS IS TO CERTIFY that this is the note described in, and secured by, a Deed of Trust of even date herewith and in the same principal amounts as herein stated to HUGH F. COYLE, THOMAS F. IRETON

Trustee(s) on real estate located in QUEEN ANNE'S County,  
State of Maryland, and known as: 6888 ACKERMAN DRIVE,  
STEVENSVILLE, MARYLAND 21666

Dated this 1ST day of NOVEMBER, 19 80

MY COMMISSION EXPIRES: JULY 1, 1988

*Patricia G. Courtney*  
\_\_\_\_\_



WITHOUT RECOURSE PAY TO THE ORDER OF

THARPE & BROOKS, INCORPORATED  
JAMES W. ROUSE & COMPANY, INCORPORATED

BY: \_\_\_\_\_  
H. FRANKLIN GREEN, III VICE PRESIDENT  
SENIOR VICE PRESIDENT

WITHOUT RECOURSE, PAY TO THE ORDER OF

THARPE & BROOKS, INCORPORATED  
BY: *Marjorie P. Whatley*  
MARJORIE P. WHATLEY ASST VICE PRES.

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

VACHEL A. DOWNES, JR. :  
 Substitute Trustee :  
 Plaintiff :  
 vs. : Equity No. 7031  
 SAMUEL RAY FANN, JR. and :  
 SONDRAL LEE FANN, his wife :  
 Defendants :

STATEMENT OF INDEBTEDNESS  
As of January 15, 1982

Principal Balance on First Deed of Trust .....	\$ 56,431.64
Interest at 13% from date of last payment (April 1981).....	5,803.56
Monies advanced for taxes and insurance, if any .....	_____
Total .....	\$ 61,235.20

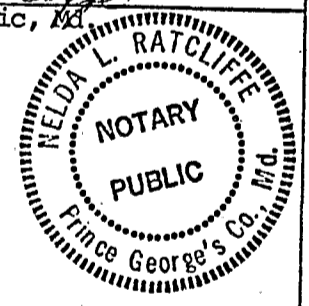
Comes now Tharpe & Brooks, Incorporated, holder of the Note foreclosed herein and makes due oath that the above is correct.

THARPE & BROOKS, INCORPORATED

By: \_\_\_\_\_  
Paul M. Nussbaum, Attorney

Subscribed and sworn to before me this 15<sup>th</sup> day of December, 1981.

*Nelda L. Ratcliffe*  
Notary Public, Md



LAW OFFICES-REICHEL, NUSSBAUM & BROWN

My Commission Expires:  
July 1, 1982

1981 DEC 15 11:20  
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

In the Matter of the Foreclosure  
of the Deed of Trust  
VACHEL A. DOWNES, JR.  
Substitute Trustee

Plaintiffs

Equity No. 7631

vs.

SAMUEL RAY FANN, JR. and  
SONDRA LEE FANN, his wife

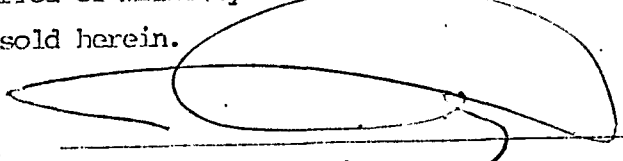
Defendants

MILITARY AFFIDAVIT

I HEREBY CERTIFY that before me, the subscriber, a Notary Public in and for the County of Prince George's, State of Maryland, personally appeared Paul M. Nussbaum and made oath in due form of law that the affiant knows of his own knowledge:

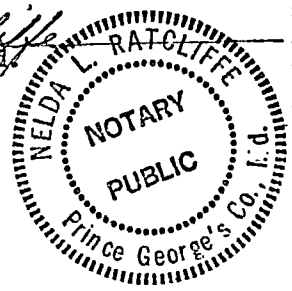
1. That the owners of the property sold herein at the time of said sale, were not in the Army, Navy, Marine Corps, nor Coast Guard of the United States; not officers of the Public Health Service detailed for duty either with the said Army or said Navy; not in training nor receiving education under the supervision of the United States preliminary to induction into military service; not in the military service of any nation allied in the prosecution of war with the United States, and immediately prior to such service citizens of the United States; not under orders to report for induction under the Selective Training and Service Act of 1940, as amended; not members of the Enlisted Reserve Corps who have been ordered to report for military service.

2. That the obligation secured by the instrument sued upon herein did not originate prior to the period of military service of the owners at the time of sale of the property sold herein.

  
Paul M. Nussbaum

Subscribed and sworn to before me, a notary public, this 15th  
day of December, 1981.

*Nelda L. Ratcliffe*  
Notary Public, Md.



My Commission Expires:  
July 1, 1982

CLERK  
1981 DEC 18 AM 11:20  
QUEEN ANNE'S COUNTY

LAW OFFICES-REICHEL. NUSSBAUM & BROWN

APPOINTMENT OF SUCCESSOR TRUSTEE

81-1157

WHEREAS, Samuel Ray Fann, Jr. and Sondra Lee Fann, his wife, did by Deed of Trust dated November 1, 1980 and recorded in Liber 169 at folio 343 among the Land Records of Queen Anne's County, Maryland, grant and convey to Hugh F. Coyle and Thomas F. Ireton, Trustees, certain real estate, described as follows:

BEING designated and delineated on a plat of survey entitled "Part of Lot 16 and part of Lot 17 for Margaret E. Trott", by JFD Associates, Inc. dated August 8, 1978, the improvements thereon being known as: 688B Ackerman Drive, Stevensville, Maryland 21666.

in said Deed of Trust described, in trust to secure the payment of a promissory note of even date with said Deed of Trust described; and

WHEREAS, the aforesaid Deed of Trust provides that the holder of the note shall have the right and is authorized and empowered to appoint by an instrument in writing, recorded wherever this Deed of Trust is recorded, a substitute trustee or trustees, in the place and stead of any trustee or trustees appointed, who shall thereupon become vested with and succeed to all the title, power and duties thereby conferred upon the trustees named therein, the same as if said substitute trustee had been named original trustee by this instrument; and

WHEREAS, Tharpe & Brooks, Incorporated has in its possession the note secured by said Deed of Trust and is the legal holder and owner thereof and is the only party having any interest in the indebtedness secured by said Deed of Trust.

NOW, THEREFORE, by virtue of the authority contained in said Deed of Trust, the said undersigned holder and owner of the indebtedness secured thereby does hereby by these presents designate and appoint Vachel A. Downes, Jr., successor and substitute to the said Hugh F. Coyle and Thomas F. Ireton, Trustees named in the Deed of Trust and the said Vachel A. Downes, Jr. is hereby vested with and does succeed to all title, power and duties conferred upon the said Hugh F. Coyle and Thomas F. Ireton, Trustees named in said Deed of Trust, with the same effect as if the said Vachel A. Downes, Jr. has been named the original Trustee in the Deed of Trust.

WITNESS the corporate seal of Tharpe & Brooks, Incorporated and the signature of its Assistant Vice President this 2nd day of November, 1981.

THARPE &amp; BROOKS, INCORPORATED

[Corporate Seal]

By: M. T. Whitfield  
M. T. WHITFIELD  
ASSISTANT VICE PRESIDENT Title

Attest:

Linda East  
LINDA EAST  
ASSISTANT SECRETARY Title



STATE OF GEORGIA )  
CITY OF ATLANTA ) SS:

On this 2nd day of November, 1981, before me, a Notary Public in and for the State and County aforesaid, personally appeared M. T. WHITFIELD known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who, in my presence, signed and sealed the same and acknowledged that he executed the same for the purposes therein contained as the duly authorized ASSISTANT VICE PRESIDENT of the said Corporation by signing the name of the Corporation by himself as ASSISTANT VICE PRESIDENT.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

*J. Ada Byrd*  
Notary Public

My Commission Expires:

Notary Public, Georgia, State At Large  
My Commission Expires Aug. 31, 1985

Maryland

# WESTERN SURETY COMPANY

One of America's Oldest Bonding Companies

CHICAGO • SIOUX FALLS • DALLAS  
PALO ALTO • VALLEY FORGE

Equity # 7031

## TRUSTEES, MORTGAGEES, ATTORNEYS OR FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS:

FORM No. 19-TM-5958

I That ~~we~~ <sup>I</sup> Vachel A. Downes, Jr., Substitute Trustee, as Principal, and the WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, as Surety, authorized to do business in the State of Maryland, are held and firmly bound in the sum of Sixty-One Thousand Five Hundred and no/100 (\$61,500.00) DOLLARS, (NOT VALID IF FILLED IN FOR MORE THAN \$500,000.00) to be paid to the said State of Maryland or its certain Attorney, to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, by these presents.

Sealed with our seals and dated this 16th day of December, 1981.

WHEREAS, the above bounden Vachel A. Downes, Jr., Substitute Trustee by virtue of the power contained in a mortgage from Samuel Ray Fann, Jr. & Sondra Lee Fann to Hugh F. Coyle and Thomas F. Ireton, Trustees

bearing date the 1 day of November, 1980 and recorded among the mortgage records of Queen Anne's County, Maryland

in Liber No. 169 Folio 343

and Vachel A. Downes, Jr., Substitute Trustee 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 Vachel A. Downes, Jr., Substitute Trustee

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



Signed, Sealed and delivered in the presence of

As to Principal

Cornie R. Hutson

Vachel A. Downes, Jr.  
Vachel A. Downes, Jr., Substitute Principal Trustee

As to Surety

A. Jacobsen

J. Middleton

WESTERN SURETY COMPANY

By B. J. Mellish  
Vice President

Countersigned by William T. Russell Maryland Resident Agent

Surety approved and Bond Filed 12/18/81

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from  
Liber MWM No. 3, folio 192, 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 December, 1981.



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

APPOINTMENT OF SUCCESSOR TRUSTEE

81-1157

WHEREAS, Samuel Ray Fann, Jr. and Sondra Lee Fann, his wife, did by Deed of Trust dated November 1, 1980 and recorded in Liber 169 at folio 343 among the Land Records of Queen Anne's County, Maryland, grant and convey to Hugh F. Coyle and Thomas F. Ireton, Trustees, certain real estate, described as follows:

BEING designated and delineated on a plat of survey entitled "Part of Lot 16 and part of Lot 17 for Margaret E. Trott", by JFD Associates, Inc. dated August 8, 1978, the improvements thereon being known as: 688B Ackerman Drive, Stevensville, Maryland 21666.

in said Deed of Trust described, in trust to secure the payment of a promissory note of even date with said Deed of Trust described; and

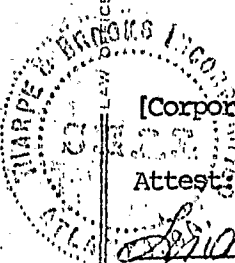
WHEREAS, the aforesaid Deed of Trust provides that the holder of the note shall have the right and is authorized and empowered to appoint by an instrument in writing, recorded wherever this Deed of Trust is recorded, a substitute trustee or trustees, in the place and stead of any trustee or trustees appointed, who shall thereupon become vested with and succeed to all the title, power and duties thereby conferred upon the trustees named therein, the same as if said substitute trustee had been named original trustee by this instrument; and

WHEREAS, Tharpe & Brooks, Incorporated has in its possession the note secured by said Deed of Trust and is the legal holder and owner thereof and is the only party having any interest in the indebtedness secured by said Deed of Trust.

NOW, THEREFORE, by virtue of the authority contained in said Deed of Trust, the said undersigned holder and owner of the indebtedness secured thereby does hereby by these presents designate and appoint Vachel A. Downes, Jr., successor and substitute to the said Hugh F. Coyle and Thomas F. Ireton, Trustees named in the Deed of Trust and the said Vachel A. Downes, Jr. is hereby vested with and does succeed to all title, power and duties conferred upon the said Hugh F. Coyle and Thomas F. Ireton, Trustees named in said Deed of Trust, with the same effect as if the said Vachel A. Downes, Jr. has been named the original Trustee in the Deed of Trust.

WITNESS the corporate seal of Tharpe & Brooks, Incorporated and the signature of its Assistant Vice President this 2nd day of November, 1981.

THARPE & BROOKS, INCORPORATED  
LAW OFFICES  
REICHEL, NUSSBAUM & BROWN



[Corporate Seal]

Attest:

*Linda East*

LINDA EAST  
ASSISTANT SECRETARY Title

THARPE & BROOKS, INCORPORATED

By: *M. T. Whitfield*

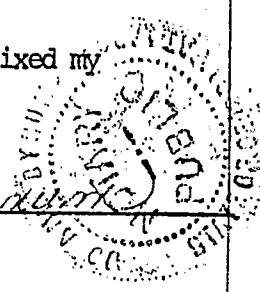
M. T. WHITFIELD  
ASSISTANT VICE PRESIDENT Title

STATE OF GEORGIA )  
CITY OF ATLANTA ) SS:

On this 2nd day of November, 1981, before me, a Notary Public in and for the State and County aforesaid, personally appeared M. T. WHITFIELD known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who, in my presence, signed and sealed the same and acknowledged that he executed the same for the purposes therein contained as the duly authorized ASSISTANT VICE PRESIDENT of the said Corporation by signing the name of the Corporation by himself as ASSISTANT VICE PRESIDENT.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

*J. Ann Byrd*  
Notary Public



My Commission Expires:

Notary Public, Georgia, State At Large  
My Commission Expires Aug. 31, 1985

LAW OFFICES-REICHEL, NUSSBAUM & BROWN

CLERK  
1981 DEC 18 11:18:20  
GREENSBORO COUNTY

DEC 18-81 \* 29445 \*\*\*\*+8 00  
DEC 18-81 A #29445 \*\*\*\*+8 00

Centreville, Md. 1-19 1982**We Hereby Certify**That the annexed advertisement of  
TRUSTEE'S SALEwas published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 15th day of January 1982.And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 30th day of  
December 1981, and the last  
insertion on the 13th day of  
January 1982.

Publishers, Record Observer

Per Margie Summers

REC-10125 PA 2 03

Law Offices  
REICHEL, NUSSBAUM  
& BROWN  
372 1/2 4th Street  
Mt. Rainier, Md. 20712**Substituted  
Trustee's  
Sale**

of valuable improved Real Estate, located in Queen Anne's County, Maryland, improved by premises known as 688 B Ackerman Road, Stevensville, Maryland 21666. By virtue of the power and authority conferred in a Deed of Trust from Samuel Ray Fenn, Jr. and Sondre Lee Fenn, his wife, to Hugh F. Coyle and Thomas F. Ireton, Trustees, dated November 1, 1980 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 169 at folio 343, the holder of the indebtedness secured by the Deed of Trust having appointed Vachel A. Downes, Jr. Substitute Trustee by instrument duly executed, acknowledged and recorded among the Land Records of the County aforesaid, and at the request of the parties secured thereby, default having occurred in the terms and conditions thereof, the undersigned Trustee will sell at public auction in front of the Court House, Centreville, Maryland, on

**Fri., Jan. 15, 1981****at 11:30 a.m.**

all that property in said Deed of Trust described as follows:

BEING designated and delineated on a plat of survey entitled "Part of Lot 16 and part of Lot 17 for Margaret E. Trott", JFD Associates, Inc. dated August 8, 1978, the improvements thereon being known as: 688B Ackerman Drive, Stevensville, Maryland 21666.

The property is improved by a dwelling.

**TERMS OF SALE**

A cash deposit of \$5,500.00 will be required at the time of sale. The balance in cash, with interest at the rate of the mortgage from the date of sale to the date of payment payable within two days after final ratification of sale. Adjustments on all taxes, public charges and special or regular assessments will be made as of the date of sale and thereafter to be assumed by the purchaser. Title examination, conveyancing, State stamps and all other costs incident to settlement are to be paid by the purchaser. Compliance with terms of sale shall be made within two days after final ratification of sale or deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser.

Vachel A. Downes, Jr.  
Substitute Trustee  
Paul M. Nussbaum  
Attorney for Noteholder

RO-12-30-31-039

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

VACHEL A. DOWNES, JR. :  
 Substitute Trustee :  
 :  
 Plaintiff :  
 :  
 vs. : Equity No. 7031  
 :  
 SAMUEL RAY FANN, JR. and :  
 SONdra LEE FANN, his wife :  
 :  
 Defendants :

SUBSTITUTE TRUSTEE'S REPORT OF SALE

The Report of Sale of Vachel A. Downes, Jr., who was substituted as Substitute Trustee pursuant to an Appointment of Successor Trustee dated November 2, 1981 and recorded among the Land Records of Queen Anne's County, under that certain Deed of Trust from Samuel Ray Fann, Jr. and Sondra Lee Fann, to Hugh F. Coyle and Thomas F. Ireton, Trustees, dated November 1, 1980 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 169 at folio 343, et seq., respectfully represents to Your Honors as follows:

That after default had occurred under the terms of said Deed of Trust, and at the request of the holder of the note secured thereby, and after the docketing of the suit as above entitled, and the filing herein of a bond conditioned upon the faithful performance of the duties reposed in them, and after due notice of the time, place, terms and conditions of said sale had been given by notice published in the Queen Anne Record-Observer, as will more fully appear by the printer's certificate heretofore filed herein and prayed to be read and considered as a part hereof, the said Vachel A. Downes, Jr., as aforesaid, did attend in front of the Court House, Centreville, Maryland, on Friday, January 15, 1982, at 11:30 a.m., and proceeded to offer for sale the property in said Deed of Trust described and sold the same unto Tharpe & Brooks, Incorporated at and for the sum of Fifty-Six Thousand Five Hundred (\$ 56,500.00) Dollars, plus interest, Tharpe & Brooks, Incorporated being at that price the highest bidder therefor.

And the said Vachel A. Downes, Jr., Substitute Trustee, reports unto this Honorable Court that the property was fairly sold and that it brought a fair price.

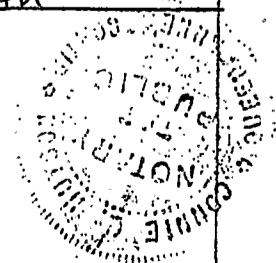
Vachel A. Downes, Jr.  
Vachel A. Downes, Jr., Substitute Trustee

Vachel A. Downes, Jr., being first duly sworn on oath deposes and says that he has read the foregoing and annexed Report of Sale by him subscribed; that the matters and facts therein set forth are true and correct to the best of his knowledge, information and belief, that the said sale was fairly made and that the property brought a fair price.

Sworn to this 18th day of January, 1982, before me, a Notary Public.

Connie R. Hutson  
Notary Public

My Commission Expires: 7-1-1982



LAW OFFICES-REICHEL T. NUSSBAUM & BROWN

IN THE CIRCUIT COURT FOR QUEEN ANNE'S  
COUNTY

VACHEL A. DOWNES, JR.  
Substitute Trustee  
Plaintiff

EQUITY NO. 7031

vs.

SAMUEL RAY FANN, JR. and  
SONDRA LEE FANN, his wife  
Defendants

AFFIDAVIT OF PURCHASER  
Under Rule BR 6-b (3)

Comes now David W. Gregory, Agent for Tharpe & Brooks,  
Incorporated, principal and hereby deposes and states as follows:

1. That Tharpe & Brooks, Incorporated is the purchaser for the real estate sold in the above captioned cause.
2. That the property was purchased for \$56,500.00.
3. That there are no other parties interested in said property as principals.
4. That the undersigned did not either directly or indirectly discourage anyone from bidding for the said property.

*David W. Gregory*  
David W. Gregory, for Tharpe &  
Brooks, Incorporated

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

TO WIT:

I HEREBY CERTIFY, that on this 15th day of January, 1982, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared before me in said jurisdiction, David W. Gregory, Agent for Tharpe & Brooks, Incorporated, the petitioner herein, who swore to the truth of the matters contained herein.

*Connie L. Hutson*  
NOTARY PUBLIC

My Commission Expires:  
7-1-1982





ORDER NISI ON SALE

VACHEL A. DOWNES, JR.  
Substitute Trustee

vs.

SAMUEL RAY FANN, JR. and  
SONDRA LEE FANN, his wife

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

Cause No. 7031

ORDERED, this 25th day of January, 1982, that  
the sale of the real property, made and reported in this cause by  
Vachel A. Downes, Jr., Substitute Trustee, be ratified and confirmed,  
on or after the 25th 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 suc-  
cessive weeks before the 18th day of February, 1982.

The report states the amount of sales to be \$56,500.00.

Marguerite W. Mankins Clerk

Filed January 25, 1982

VACHEL A. DOWNES, Jr.  
Substitute Trustee

vs.

SAMUEL RAY FANN, JR.,  
et.ux.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

CHANCERY NO. 7031

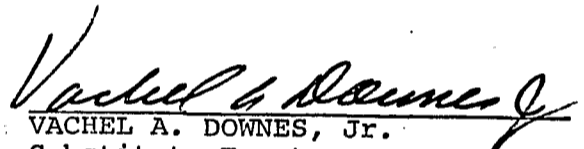
To: Marguerite W. Mankin, Clerk of the Circuit  
Court for Queen Anne's County

Madam Clerk:

The Order Nisi published in the Queen Anne's Record-Observer is incorrect in that it reports the amount of sale to be \$56,000.00 and not \$56,500.00 which was the actual amount of the sale.

Republication of the current Order Nisi three times before February 18, 1982 with the corrected amount of sale is not possible.

Kindly re-issue an amended Order Nisi and forward to the Queen Anne's Record-Observer for publication.

  
VACHEL A. DOWNES, Jr.  
Substitute Trustee

CLERK

1982 FEB -6 PM 9:57

QUEEN ANNE'S COUNTY

LAW OFFICES  
DOWNES AND GREGORY  
QUEEN ANNE'S BUILDING  
115 LAWYERS ROW  
CENTREVILLE, MARYLAND 21617

VACHEL A. DOWNES, JR.  
DAVID WESTON GREGORY

(301) 758-0680  
(301) 758-0737

February 3, 1982

Queen Anne's Record Observer  
Centreville, Maryland 21617

Attention: Mrs. Marjorie Freeman

Dear Mrs. Freeman:

C The Queen Anne's Record Observer made a mistake in its publication of the Order NiSi in the foreclosure case of Downes vs. Fann.

The correct amount of sale is \$56,500.00 and not \$56,000.00 as published.

O The copy sent to the Record Observer was correct and the mistake is that of your newspaper.

I do not expect to pay for this incorrect advertisement and expect you to have the proper credit issued to my account and evidence of the credit sent to me.

P It is also necessary that an entirely new Order NiSi be issued containing different dates of publication and ratification. That new Order NiSi will be sent to you in the near future by the Clerk's Office and the correct publication would be appreciated.

Very truly yours,

*Vachel A. Downes, Jr.*

Vachel A. Downes, Jr.

Y VADjr/clh  
cc: Clerk of Circuit Court for  
Queen Anne's County  
cc: Reichelt, Nussbaum & Brown  
Attn: Paul Nussbaum, Esq.  
Your file # 21-1157

15 FEB 1982

*Income should be 56,500*

ORDER NISI  
ON SALE  
VACHEL A. DOWNES, JR.  
Substitute Trustee  
vs.  
SAMUEL RAY FANN, JR.  
and  
SONDRA LEE FANN,  
his wife  
In the  
Circuit Court  
for  
Queen Anne's  
County  
Cause No. 7031

ORDERED, this 25th day of January, 1982, that the sale of real property, made and reported in this cause by Vachel A. Downes, Jr., Substitute Trustee, be ratified and confirmed, on or after the 25th 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 18th day of February, 1982.

The report states the amount of sales to be \$56,000.00.

Marguerite W. Mankin  
Clerk

TRUE COPY, TEST:  
Marguerite W. Mankin,  
Clerk

By: Ann F. Ward  
Deputy Clerk

Filed January 25, 1982

NO. 23-31-01

*Pub Clerk  
the order (copy)  
was sent to  
R & O shows  
56,500*

*It was  
mistake of  
newspaper*

AMENDED  
ORDER NISI ON SALE

VACHEL A. DOWNES, JR.  
Substitute Trustee

vs.

SAMUEL RAY FANN, JR. and  
SONDRA LEE FANN, his wife

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

Cause No. 7031

ORDERED, this 4th day of February, 1982, that  
the sale of the real property, made and reported in this cause by  
Vachel A. Downes, Jr., Substitute Trustee, be ratified and confirmed,  
on or after the 8th 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 suc-  
cessive weeks before the 1st day of March, 1982.

The report states the amount of sales to be \$ 56,500.00.

Marguerite H. Mankin Clerk

Filed February 4, 1982

LIBER 15 PAGE 199

Centreville, Md. 3-10 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 1st day of March 19 82

And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 10th day of February 19 82, and the last insertion on the 24th day of February 19 82

Publishers, Record Observer  
Per Marguerite W. Mankin

**AMENDED ORDER NISI ON SALE**  
**VACHEL A. DOWNES, JR.**  
 Substitute Trustee  
 vs.  
**SAMUEL RAY FANN, JR. and SONDRA LEE FANN, his wife**  
 In the Circuit Court for Queen Anne's County  
 In Equity  
 Cause No. 7031

ORDERED, this 4th day of February, 1982, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Substitute Trustee, be ratified and confirmed, on or after the 8th 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 1st day of March, 1982.

The report states the amount of sales to be \$56,500.00.  
 Filed February 4, 1982  
 MARGUERITE W. MANKIN  
 Clerk  
 TRUE COPY, TEST:  
 MARGUERITE W. MANKIN,  
 CLERK  
 By: Betty M. Comegys  
 Deputy Clerk

RO-2-10-31-016

1982 FEB 10 11 34 AM  
SECRET

VACHEL A. DOWNES, JR.  
Assignee of Mortgage

vs.

SAMUEL RAY FANN, JR.  
SONDRA LEE FAN

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

NO. 7031

\*\*\*\*\*  
AFFIDAVIT

I HEREBY CERTIFY, that on this 8 day of April, 1982, 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 and/or judgment or similar lien holders entitled to notice by the Laws of Maryland or the Maryland Rules of Procedure by and under Rule W 74 (2) (c) (iii).

SUBSCRIBED AND SWORN to before me, the undersigned, this 8<sup>th</sup> day of April, 1982.

Connie S. Nelson  
NOTARY PUBLIC

My Commission Expires: 7-1-1982



RECEIVED  
CLERK, CIRCUIT COURT  
1982 APR -8 PH 1:49  
QUEEN ANNE'S COUNTY

LIBER 15 PAGE 201

VACHEL A. DOWNES, JR.  
Assignee of Mortgage

IN THE CIRCUIT COURT

FOR

vs.

QUEEN ANNE'S COUNTY

IN EQUITY

SAMUEL RAY FANN, JR.  
SONDRA LEE FANN

NO. 7031

\*\*\*\*\*

AFFIDAVIT

I HEREBY CERTIFY, that on this 8 day of April, 1982, 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 Samuel Ray Fann, Jr. and Sondra Lee Fann, at their residence at 688B Ackerman Road, Stevensville, Maryland (21666) as prescribed by Rule W 74 (2) (c) (i) and (ii) of the Maryland Rules of Procedure. SUBSCRIBED AND SWORN TO before me this 8 day of April, 1982.

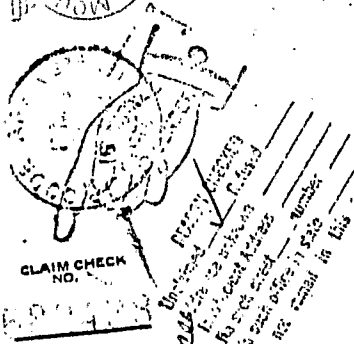
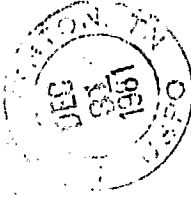
Connie R. Nelson  
NOTARY PUBLIC

My Commission Expires: 7-1-1982



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CLERK, CIRCUIT COURT  
1982 APR -8 PM 1:49  
QUEEN ANNE'S COUNTY





CLAIM CHECK NO.

HOLD

DATE

12-31-81

1ST NOTICE

1-6-82

2ND NOTICE

1-15-82

RETURN

*70 Responses  
New  
C-2*

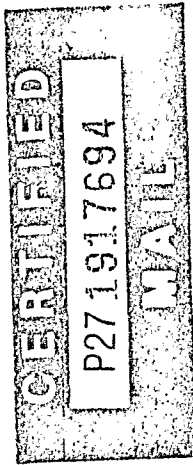
Mr. and Mrs. Samuel Ray Fama, Jr.  
688B Ackerman Road  
Stevensville, Maryland 21666

502 Catario Drive  
Elizabethton, TN. 37643

Detached from  
PS Form 3849-A  
May 1978

AFTER 5 DAYS RETURN TO  
REICHEL, NUSSBAUM & BR.  
ATTORNEYS-AT-LAW  
3723 THIRTY-FOURTH STREET  
MT. RAINIER, MARYLAND 20712

*UP 19*



CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

CHECK

HOLD

OTICE

OTICE

URN

FORM 3849-A

VACHEL A. DOWNES, Jr.  
Substitute Trustee

IN THE CIRCUIT COURT

FOR

vs.

QUEEN ANNE'S COUNTY

IN EQUITY

SAMUEL RAY FANN, JR.  
SONDRA LEE FANN

NO. 7031

\*\*\*\*\*  
FINAL ORDER OF RATIFICATION OF SALE

Upon the foregoing Report of Sale and Affidavit, it is ORDERED this 12th day of April, 1982, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, that the sale made by Vachel A. Downes, Jr., Substitute Trustee, on the 15th day of January, 1982, reported to this Court, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although notice appears to have been given as directed by the preceding Amended Order Nisi; and the said Vachel A. Downes, Jr., Substitute Trustee, is allowed the usual commission under Rule of this Court and such proper expenses as he shall produce vouchers for to the auditors.

*Clayton C. Carter*  
\_\_\_\_\_  
JUDGE

RECEIVED  
CLERK, CIRCUIT COURT  
1982 APR 12 PM 4:25  
QUEEN ANNE'S COUNTY

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

VACHEL A. DOWNES, JR.  
Substitute Trustee

Plaintiff

vs.

SAMUEL RAY FANN, JR. and  
SONDRA LEE FANN

Defendants

Equity No. 7031

PETITION FOR WITHDRAWAL OF NOTE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Comes now Vachel A. Downes, Jr., Substitute Trustee, by Paul M. Nussbaum, his attorney, and represents as follows:

1. That at the time of the docketing of these proceedings, Petitioner, Substitute Trustee, filed the original Deed of Trust Note in accordance with Rule W72 of the Maryland Rules of Procedure, together with the original Deed of Trust and other such documents as are required to be filed at the time of the docketing of this proceedings.

2. That the original noteholder, First Atlanta Mortgage Corporation, having acquired title to the subject property by virtue of the foreclosure sale which was finally ratified by this Court on April 12, 1982, said noteholder caused the conveyance of the real estate to Robert A. Nimmo, Administrator for Veterans Affairs, as is evidenced by Deed dated April 16, 1982 and recorded among the Land Records of Queen Anne's County on May 10, 1982.

3. That the loan given pursuant to the Deed of Trust Note as secured by said Deed of Trust was guaranteed under the Servicemen's Readjustment Act of 1944 of the Veterans Administration.

4. That in order for the noteholder, First Atlanta Mortgage Corporation, to be able to process its claim pursuant to the provisions of the Servicemen's Readjustment Act of 1944 as hereabove cited, it is necessary that the original Deed of Trust and Deed of Trust Note be withdrawn from the files of the Court and submitted to the appropriate division of the Veterans Administration.

5. That the Petitioner wishes to substitute in the place and stead of the original Deed of Trust Note and Deed of Trust a photostatic copy thereof.

Respectfully submitted,

Paul M. Nussbaum

REICHEL, NUSSBAUM & BROWN  
3723 34th Street  
Mt. Rainier, Maryland 20712  
(301) 779-9000

RECEIVED  
CLERK, CIRCUIT COURT  
1982 JUN -7 AM 11:17  
QUEEN ANNE'S COUNTY

LAW OFFICES REICHEL, NUSSBAUM & BROWN

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

VACHEL A. DOWNES, JR.	:	
Substitute Trustee	:	
	:	
Plaintiff	:	
	:	
v.	:	Equity No. 7031
	:	
SAMUEL RAY FANN, JR. and	:	
SONDRA LEE FANN	:	
	:	
Defendants	:	

ORDER

*qtr* Upon consideration of the Petition for Withdrawal of Note, it is this day of June, 1982, by the Circuit Court for Queen Anne's County,

ORDERED that Vachel A. Downes, Jr., Substitute Trustee and Plaintiff, be and the same is hereby given leave to withdraw from the Court files the original Deed of Trust and Deed of Trust Note for purposes of delivering same to the original noteholder for transmittal to the appropriate Division of the Veterans Administration, and it is further

ORDERED that a photostatic copy of the instruments thus withdrawn be placed in the official Court file in lieu and stead thereof.

*Clayton C. Carter*  
JUDGE

RECEIVED  
CLERK, CIRCUIT COURT  
1982 JUN -9 PM 2:49  
QUEEN ANNE'S COUNTY

LAW OFFICES-REICHELT, NUSSBAUM & BROWN

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

VACHEL A. DOWNES, JR.  
Substitute Trustee

Plaintiff

vs.

Equity No. 7031

SAMUEL RAY FANN, JR. and  
SONDRA LEE FANN, his wife

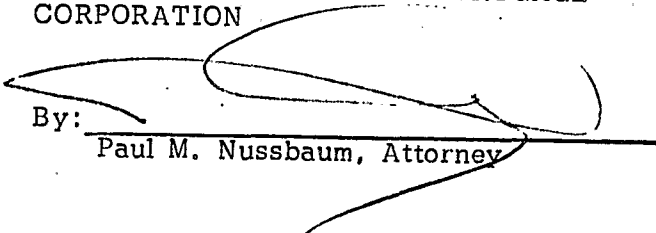
Defendants

REVISED  
STATEMENT OF INDEBTEDNESS  
As of January 15, 1982

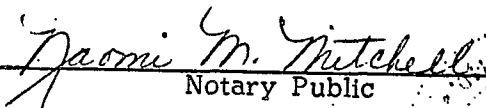
Principal Blance on First Deed of Trust.....	\$ 56,431.64
Interest at 13% from date of last payment (April 1981).....	5,803.56
Monies advanced for taxes and insurance, if any .....	-----
	\$ 62,235.20

Comes now Tharpe & Brooks, Incorporated, now known as First Atlanta Mortgage Corporation, holder of the Note foreclosed herein and makes due oath that the above is correct.

THARPE & BROOKS, INCORPORATED, now known as FIRST ATLANTA MORTGAGE CORPORATION

By:   
Paul M. Nussbaum, Attorney

Subscribed and sworn to before me this 2nd day of September 1982.

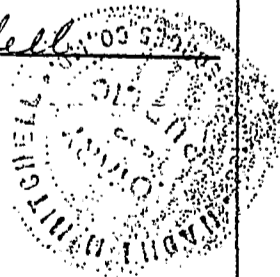
  
Notary Public

My Commission Expires:  
July 1, 1986.

**FILED**

SEP 7 1982

CIRCUIT COURT  
QUEEN ANNE'S CO.



LAW OFFICES-REICHEL, NUSSBAUM & BROWN

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR. :  
 Attorney :  
 v. : Chancery #7031  
 SAMUEL RAY FANN, JR. :  
 SONDRAL LEE FANN :  
 : : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price		\$ 56,500.00	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 56,500.00
COMMISSIONS PAYABLE TO TRUSTEE		\$ 564.31	
EXPENSES OF SALE			
Court costs	\$ 172.50		
Advertising			
Notice of sale	135.15		
Report of sale	70.98		
Bond premium	184.50		
Auctioneer's fee	<u>100.00</u>	663.13	
AUDITOR'S FEE AND COSTS			
Fee for audit, per order	45.00		
Postage & xerox	<u>1.02</u>	<u>46.02</u>	<u>1,273.46-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 55,226.54 =====
INDEBTEDNESS DUE UNDER DEED OF TRUST			
Principal, per Statement of Debt		\$ 56,431.64	
Interest per Statement		<u>5,803.56</u>	
TOTAL DUE UNDER DEED OF TRUST			\$ 62,235.20
TO BE DISTRIBUTED TO NOTE HOLDER			<u>55,226.54-</u>
DEFICIT			\$ 7,008.66-

NOTE: The Trustee claimed no interest after that shown in the Revised Statement of Indebtedness for the reason that the property was purchased by the original note holder.

**FILED**

SEP 7 1982

CIRCUIT COURT  
 QUEEN ANNE'S CO.

NOTICE

The attached Account was filed on the 7<sup>th</sup> day of September, 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.

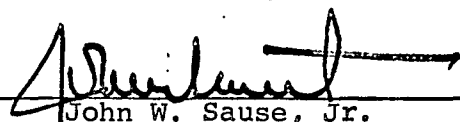
CERTIFICATE OF AUDITOR

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 #7031. 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 7<sup>th</sup> day of September, 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:

Vachel A. Downes, Jr., Esquire  
115 Lawyers Row  
Centreville, Maryland 21617

Samuel Ray Fann, Jr.  
502 Ontario Drive  
Elizabethton, Tennessee 37643

Sondra Lee Fann  
502 Ontario Drive  
Elizabethton, Tennessee 37643

  
John W. Sause, Jr.  
Auditor

VACHEL A. DOWNES, JR., Attorney

vs.

SAMUEL RAY FANN, JR., et al.

\*  
\*  
\*  
\*  
\*  
\*  
\*

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
IN EQUITY  
No. 7031

NISI RATIFICATION OF AUDIT

ORDERED this 7th day of September, 1982,  
that the report and account filed in these proceedings by \_\_\_\_\_  
John W. Sause, Jr., Auditor, be ratified on or after the  
23rd day of September, 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 St. Markin Clerk

Filed September 7, 1982



VACHEL A. DOWNES, JR., Attorney

vs.

SAMUEL RAY FANN, JR., et al.

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7031  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 23rd day of September, 1982,  
by the Court that the account of the Auditor is finally ratified and  
confirmed, and Vachel A. Downes, Jr., Attorney, ~~XXXXXXXXXXXX~~,  
is directed to apply the proceeds accordingly, with a due proportion of  
interest as the same has been or may be received.

*Margaret G. Meakin* Clerk

Filed September 23, 1982

IN THE MATTER OF THE TAX SALES \*  
 IN QUEEN ANNE'S COUNTY, MARYLAND, \*  
 FOR THE YEAR 1982, OF PROPERTIES \*  
 ASSESSED TO THE FOLLOWING: ISAAC \*  
 A. AND JOYCE E. JOHNSON; RONALD \*  
 E. AND VIRGINIA REECE; MARJORIE \*  
 A. BROWN; JOSEPH GRADER, JR.; \*  
 WALTER TILGHMAN; JEROME AND \*  
 GWENDOLYN WATTS; EDGAR AND \*  
 BEULAH DESHIELDS; ROSIE K. AND \*  
 RICHARD NICHOLS; HOWARD L. AND \*  
 MARY M. BRINKLEY; EUGENE M. AND \*  
 MAYNE CAPERNA; JOHN R. AND RUTH \*  
 CARTER; CONSOLIDATED SECOND \*  
 SAVINGS AND LOAN; JESSE J. AND \*  
 DOROTHY M. CROTTS; WINTER EDWIN \*  
 CROUCH; JACKIE CURNUTT; PHILIP \*  
 J. AND MARY E. DAVIDSON; MARY AND \*  
 HENRY DEHOVOS, SR.; JAMES AND \*  
 ANGELA GOMOLJACK; HERITAGE \*  
 ENTERPRISES; JOSEPH P. AND NORMA \*  
 A. HORNEY; SYLVIA J. AND CARTER \*  
 A. JENKENS, III; ADAMOULIA KALFAS; \*  
 ROBERT P. LARCH; ROBERT M. AND \*  
 JUDITH MACHOIAN; WILLIAM E. AND \*  
 MARGARET NESBITT; RAYMOND L. AND \*  
 WILMA J. REINDERS; DONALD W. AND \*  
 KATHLEEN SPIGNER; MARY H. \*  
 STEVENSON AND MARY S. ALBRAN; \*  
 DAVID A. SWINBURNE; JORDON TAYLOR, \*  
 HEIRS; ARTHUR T. AND LINDA P. \*  
 VANWART; MARGARET WHITE, HEIRS; \*  
 GRACE ELIZABETH BROWN; FRANCES L. \*  
 FORD; JOHN F. HORNEY; CLYDE P. AND \*  
 MARY C. JENKINS; MARY JANE LLOYD, \*  
 ET AL.; ELLEN MARIE TAYLOR; ROBERT \*  
 VENNEY AND ANNIE EWELL; ROBERT AND \*  
 IRENE HOXTER; VINCENT AND MARGARET \*  
 WILSON; MARCELLUS H. BECK; HELEN \*  
 W. COLONNE; CONSOLIDATED SECOND \*  
 SAVINGS AND LOAN; JULIE GIBBS, HEIRS; \*  
 STEVEN GIBBS; ISABELLE GSELL; GEORGE \*  
 E. HOLLOWAY; LINWOOD AND ANNA \*  
 RINGGOLD \*

IN THE  
 CIRCUIT COURT  
 FOR  
 QUEEN ANNE'S COUNTY

IN EQUITY

NO. 7144

\* \* \* \* \*

REPORT OF TAX SALES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Record of Tax Sales made by William H. Tolson,  
 Treasurer, for Queen Anne's County, unto your Honors respectfully

THOMPSON & THOMPSON  
 ATTORNEYS AT LAW  
 CENTREVILLE, MARYLAND 21617

RECEIVED  
 CLERK OF COURT  
 1982 JUN -9 AM 11:31  
 QUEEN ANNE'S COUNTY

represents:

1. That the annual levy made by The County Commissioners of Queen Anne's County for thr fiscal year 1981-1982 there were assessed to the respective persons taxes for Queen Anne's County and the State of Maryland, levied against certain parcels all situate in certain designated districts of Queen Anne's County. The respective persons against whom and the respective parcels against which the taxes were levied are hereinafter fully designated, the taxes having been so levied and assessed were placed in the hands of William H. Tolson, Treasurer for Queen Anne's County, for collection.
2. That as to the properties hereinafter set forth respectively, the taxes thereon were not paid when due.
3. That William H. Tolson, Treasurer, caused to be published in the Record Observer, a newspaper printed and published and of general circulation in Queen Anne's County, once in each of two successive weeks, between the 15th day of February and the 1st day of March, a list of all delinquents, together with the amount of taxes for which they were respectively in arrears, with a notice of warning to such delinquents thereto appended that unlesss payment be made in full of said taxes, together with all interest and costs accrued thereon to the date of payment on or before the 10th day of April, 1982, the same would be collected by process of law.
4. That the said County Treasurer did cause to be mailed to each of said delinquents at the address shown on the County assessment ledgers between the 15th day of March and the 1st day of April an account of his taxes, which were in arrears, with a notice of warning to such delinquents thereto appended that unless payment be made in full of said taxes, together with all interest and costs accrued thereon to the date of payment on or before the 10th day of April, 1982, the same would be collected by process of law.
5. That the said County Treasurer did cause to be published in the Record Observer, a newspaper printed and published and of general circulation in Queen Anne's County, for three successive weeks prior to the third Tuesday in May, a list of all delinquents assessed with real estate, giving the names of the persons assessed, a brief description of the property and the district of its location, together with the amount of taxes in arrears thereon, including all taxes on personality in arrears, by the owner of the real estate with a notice appended that if said taxes, together with all interest, costs, expenses and commissions accrued and to accrue are not paid before the third Tuesday of May, 1982, the Treasurer would proceed at 10:00 a.m. on that day at the Court House in said County to offer said property for sale to the highest bidder for cash. A certificate

of said publication is attached hereto as a part hereof.

6. The said Treasurer not having received the taxes in arrears on the several parcels of land, hereinafter described did proceed to sell on May 18, 1982, at 10:00 a.m. (D.S.T.) in front of the Court House Door, Centreville, Maryland, under the terms of said notice all of said properties in the following manner. The advertisement of sale was first read, and then the properties were offered to the highest bidder, one at a time, by Joseph Jackson, Jr., Auctioneer. There follows the description of the properties, the amount of taxes and interest accrued, the pro rata costs of advertising said sale, the County Treasurer's fees, and all other charges, costs, fees, and expenses incident to said sale, the person to whom and at what price each of said several properties were respectively sold.

FIRST DISTRICT

ALL that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located South of Maryland Route 302, West Barclay, being designated on Map 18, Block 22, as Parcel 88, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$800.00, assessed to Isaac A. and Joyce E. Johnson for \$17.20 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	17.20
Interest - - - - -		.92
Advertising - - - - -		14.00
Attorney - - - - -		15.00
Auctioneer - - - - -		7.50
Notary Public - - - - -		2.00
	\$	56.62
5% Treasurer's Commission - - - - -		29.50
	\$	86.12

The property was sold to Baraka Chauku at and for the sum of Five Hundred Ninety Dollars (\$590.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located North of Maryland Route 300, East Peters Corner, being designated on Map 14, Block 7, as Parcel 45, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less and improvements. Assessed value \$14,540.00, assessed to Ronald E. and Virginia Reece for \$289.37 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	289.37
Interest - - - - -		15.42

THOMPSON & THOMPSON  
ATTORNEYS AT LAW  
CENTREVILLE, MARYLAND 21617

788 0877

Advertising - - - - -	-\$	14.00
Attorney- - - - -	-	15.00
Auctioneer- - - - -	-	7.50
Notary Public - - - - -	-	2.00
	\$	343.29
5% Treasurer's Commission - - - - -	-	130.00
	\$	473.29

The property was sold to Yuell Coleman at and for the sum of Two Thousand Six Hundred Dollars (\$2,600.00) he being then and there the highest bidder thereof.

SECOND DISTRICT

ALL that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located Lots 378-379, Chester Harbor, being designated on Map 10, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$14,880.00, assessed to Marjorie A. Brown for \$319.92 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	319.92
Interest- - - - -	-	17.05
Advertising - - - - -	-	14.00
Attorney- - - - -	-	15.00
Auctioneer- - - - -	-	7.50
Notary Public - - - - -	-	2.00
	\$	375.47
5% Treasurer's Commission - - - - -	-	25.00
	\$	400.47

The property was sold to Elese Murdoch at and for the sum of Five Hundred Dollars (\$500.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland located North of Route 213, East of Chestertown, being designated on Map 9, Block 6, as Parcel 113, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$14,320.00, assessed to Joseph Grader, Jr. for \$307.88 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	307.88
Interest- - - - -	-	16.41
Advertising - - - - -	-	14.00
Attorney- - - - -	-	15.00
Auctioneer- - - - -	-	7.50
Notary Public - - - - -	-	2.00
	\$	362.79

THOMPSON & THOMPSON  
ATTORNEYS AT LAW  
CENTREVILLE, MARYLAND 21617  
788-0877

5% Treasurer's Commission - - - - - \$ 25.00  
 \$ 387.79

The property was sold to John and Cathy Gannon at and for the sum of Five Hundred Dollars (\$500.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located South of Route 19 in Church Hill, being designated on Map 23, Block 1, as Parcel 95, Queen Anne's County Tax Maps, consisting of a lot, more or less and improvements. Assessed value \$1,210.00, assessed to Walter Tilghman for \$50.95 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	50.95
Interest- - - - -		2.72
Advertising - - - - -	-1	14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	92.17
5% Treasurer's Commission - - - - -		5.00
	\$	97.17

The property was sold to Elese Murdoch at and for the sum of One Hundred Dollars (\$100.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Second Election District of Queen Anne's County, Maryland, located Lots 140-141, Chester Harbor, being designated on Map 10, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$1,920.00, assessed to Jerome and Gwendolyn Watts for \$41.28 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	41.28
Interest- - - - -		2.20
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	81.98
5% Treasurer's Commission - - - - -		115.00
	\$	196.98

The property was sold to Charles Anthony, Jr. at and for the sum of Two Thousand Three Hundred Dollars (\$2,300.00) he being then and there the highest bidder thereof.

THOMPSON & THOMPSON  
 ATTORNEYS AT LAW  
 CENTREVILLE, MARYLAND 21617  
 788-0877

THIRD DISTRICT

ALL that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located Northwest Commerce Street in Centreville, being designated on Map Ce 14, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$860.00, assessed to Edgar and Beulah Deshields for \$18.49 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	18.49
Interest- - - - -		.99
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	57.98
5% Treasurer's Commission - - - - -		30.00
	\$	87.98

The property was sold to Elese Murdoch at and for the sum of Six Hundred Dollars (\$600.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located Southeast Commerce Street in Centreville, being designated on Map Ce 17, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$380.00, assessed to Rose K. and Richard Nichols for \$8.17 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	8.17
Interest- - - - -		.44
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	47.11
1981-82 Taxes - - - - -		6.50
	\$	53.61
5% Treasurer's Commission - - - - -		10.00
	\$	63.61

The property was sold to Eugene Deems, Jr. at and for the sum of Two Hundred Dollars (\$200.00) he being then and there the highest bidder thereof.

FOURTH DISTRICT

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Kent Island Estates, Lots 17-19 - Block L - Section 1, being designated on Map 70B, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value \$17,721.00, assessed to Howard L. and Mary M. Brinkley for \$381.00 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	381.00
Interest- - - - -		20.31
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	439.81
5% Treasurer's Commission - - - - -		75.00
	\$	514.81

The property was sold to Elese Murdoch at and for the sum of One Thousand Five Hundred Dollars (\$1,500.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Bay City - Lots 13-14 - Block 27 - Section 2, being designated on Map 56A, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value \$973.00, assessed to Eugene M. and Mayne Caperna for \$20.92 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	20.92
Interest- - - - -		1.12
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	60.54
5% Treasurer's Commission - - - - -		145.00
	\$	205.54

The property was sold to Audrey Noblitt and Stran J. Funk at and for the sum of Two Thousand Nine Hundred Dollars (\$2,900.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located West of Back Road in Stevensville, being designated on Map 56, Block 6, as Parcel 73, Queen Anne's County Tax Maps, consisting



of a lot and improvements. Assessed value \$3,020.00, assessed to John R. and Ruth Carter for \$64.93 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	64.93
Interest- - - - -		3.46
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	106.89
5% Treasurer's Commission - - - - -		105.00
	\$	211.89

The property was sold to Vernon Haddaway at and for the sum of Two Thousand One Hundred Dollars (\$2,100.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located East of Dominion Little Creek Road, Dominion, being designated on Map 64, Block 3, as Parcel 204, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$3,773.00, assessed to Consolidated Second Savings and Loan for \$81.12 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	81.12
Interest- - - - -		4.32
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	123.94
5% Treasurer's Commission - - - - -		35.00
	\$	158.94

The property was sold to Harry C. Reynolds at and for the sum of Seven Hundred Dollars (\$700.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Cloverfields - Lot 29 - Block J - Plat 3, being designated on Map 49D, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$435.00, assessed to Jesse J. and Dorothy M. Crofts for \$9.35 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	9.35
Interest- - - - -		.50

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Advertising - - - - -	-\$	14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	48.35
5% Treasurer's Commission - - - - -		85.00
	\$	133.35

The property was sold to Stran J. Funk and Autry N. Noblitt at and for the sum of One Thousand Seven Hundred Dollars (\$1,700.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located West of Old Love Point Road, North of Stevensville, being designated on Map 48, Block 12, as Parcel 66, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$200.00, assessed to Winter Edwin Crouch for \$4.30 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	4.30
Interest- - - - -		.23
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	43.03
5% Treasurer's Commission - - - - -		20.00
	\$	63.03

The property was sold to Eugene Deems, Jr. at and for the sum of Four Hundred Dollars (\$400.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lot 27 - Block G - Section 1, being designated on Map 70B, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1,969.00, assessed to Jackie Curnutt for \$42.33 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	42.33
Interest- - - - -		2.26
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	83.09
5% Treasurer's Commission - - - - -		95.00
	\$	178.09

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The property was sold to Charles Anthony, Jr. at and for the sum of One Thousand Nine Hundred Dollars (\$1,900.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on the South side of Benton Road, North of Stevensville, being designated on Map 48, Block 24, as Parcel 104, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value \$250.00, assessed to Philip J. and Mary E. Davidson for \$5.38 taxes in arrears, plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	5.38
Interest- - - - -		.29
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	44.17
5% Treasurer's Commission - - - - -		80.00
	\$	124.17

The property was sold to Stran J. Funk and Autry N. Noblitt at and for the sum of One Thousand Six Hundred Dollars (\$1,600.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lots 43-45 - Block N - Section 2, being designated on Map 70B, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value \$984.00, assessed to Mary and Henry DeHoyos, Sr. for \$21.16 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	21.16
Interest- - - - -		1.13
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	60.79
5% Treasurer's Commission - - - - -		165.00
	\$	225.79

The property was sold to Vernon Haddaway at and for the sum of Three Thousand Three Hundred Dollars (\$3,300.00) he being then and there the highest bidder thereof.

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ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland located North of Batts Neck Road, South of Stevensville - Tract 19, being designated on Map 63, Block 16, as Parcel 132, Queen Anne's County Tax Maps, consisting of 5.653 acres of land, more or less. Assessed value \$1,413.00, assessed to James and Angela Gomoljack for \$30.38 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	30.38
Interest- - - - -		1.62
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	70.50
5% Treasurer's Commission - - - - -		265.00
	\$	335.50

The property was sold to Vernon Haddaway at and for the sum of Five Thousand Three Hundred Dollars (\$5,300.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Harbor View - Lot 2 - Block S, being designated on Map 57, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$22,420.00, assessed to Heritage Enterprises for \$577.96 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	577.96
Interest- - - - -		30.81
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	647.27
1980-81 Certification - - - - -		13.52
1980-81 Late Charges- - - - -		17.94
	\$	678.73
5% Treasurer's Commission - - - - -		250.00
	\$	928.73

The property was sold to Elese Murdoch at and for the sum of Five Thousand Dollars (\$5,000.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located

South of Maryland Route 18, Chester, being designated on Map 57, Block 8, as Parcel 146, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$8,656.00, assessed to Joseph P. and Norma A. Horney for \$186.11 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	186.11
Interest- - - - -		9.92
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	<u>234.53</u>
5% Treasurer's Commission - - - - -		80.00
	\$	<u>314.53</u>

The property was sold to Alan Goldstein at and for the sum of One Thousand Six Hundred Dollars (\$1,600.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lot 19 - Block F - Section 2, being designated on Map 70B, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2,454.00, assessed to Sylvia J. and Carter A. Jenkins, III for \$52.76 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	52.76
Interest- - - - -		2.81
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	<u>94.07</u>
5% Treasurer's Commission - - - - -		155.00
	\$	<u>249.07</u>

The property was sold to Charles Anthony, Jr. at and for the sum of Three Thousand One Hundred Dollars (\$3,100.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lots 26-28 - Block S - Section 3, being designated on Map 70A, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value \$3,584.00, assessed to Adamoulia Kalfas for \$77.06 taxes in arrears plus interest, costs, and expenses to day of sale.

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Taxes - - - - -	- \$	77.06
Interest - - - - -		4.11
Advertising - - - - -		14.00
Attorney - - - - -		15.00
Auctioneer - - - - -		7.50
Notary Public - - - - -		2.00
	\$	119.67
5% Treasurer's Commission - - - - -		220.00
	\$	339.67

The property was sold to Charles E. Anthony, Jr. at and for the sum of Four Thousand Four Hundred Dollars (\$4,400.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 17, Block E, Cloverfields, being designated on Map 49B, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1,772.00, assessed to Robert P. Larch for \$114.30 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	- \$	114.30
Interest - - - - -		6.09
Advertising - - - - -		14.00
Attorney - - - - -		15.00
Auctioneer - - - - -		7.50
Notary Public - - - - -		2.00
	\$	158.89
5% Treasurer's Commission - - - - -		25.00
	\$	183.89

The property was sold to Eugene F. Deems, Jr. at and for the sum of Five Hundred Dollars (\$500.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 2 - Block 2 - Section 1 - Bay City, being designated on Map 56A, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$13,829.00, assessed to Robert M. and Judith Machoian for \$297.32 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	- \$	297.32
Interest - - - - -		15.85
Advertising - - - - -		14.00
Attorney - - - - -		15.00
Auctioneer - - - - -		7.50
Notary Public - - - - -		2.00
	\$	351.67

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5% Treasurer's Commission - - - - - \$ 100.00  
 \$ 451.67

The property was sold to Elese Murdoch at and for the sum of Two Thousand Dollars (\$2,000.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 4 - Block J - Section 1 - Kent Island Estates, being designated on Map 70B, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$426.00, assessed to William E. and Margaret Nesbitt for \$9.15 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - - \$ 9.15  
 Interest - - - - - .49  
 Advertising - - - - - 14.00  
 Attorney - - - - - 15.00  
 Auctioneer - - - - - 7.50  
 Notary Public - - - - - 2.00  
 \$ 48.14  
 5% Treasurer's Commission - - - - - 65.00  
 \$ 113.14

The property was sold to Stran J. Funk and Autry N. Noblitt at and for the sum of One Thousand Three Hundred Dollars (\$1,300.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 9 - Block K - Tower Gardens, being designated on Map 76, Block 8, as Parcel 14, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$6,038.00, assessed to Raymond L. and Wilma J. Reinders for \$129.82 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - - \$ 129.82  
 Interest - - - - - 6.92  
 Advertising - - - - - 14.00  
 Attorney - - - - - 15.00  
 Auctioneer - - - - - 7.50  
 Notary Public - - - - - 2.00  
 \$ 175.24  
 5% Treasurer's Commission - - - - - 120.00  
 \$ 295.24

The property was sold to Eugene F. Deems, Jr. at and for the sum of Two Thousand Four Hundred Dollars (\$2,400.00) he being then and there the highest bidder thereof.

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ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Piney Narrows Yacht Haven Condos - Unit F-29, being designated on Map 57, Block 10, as Parcel 455, Queen Anne's County Tax Maps, consisting of a boat slip and improvements. Assessed value \$7,700.00, assessed to Donald W. and Kathleen Spigner for \$165.55 taxes in arrears plus interest, costs, and expenses to day sale.

Taxes - - - - -	-\$	165.55
Interest - - - - -		8.82
Advertising - - - - -		14.00
Attorney - - - - -		15.00
Auctioneer - - - - -		7.50
Notary Public - - - - -		2.00
	\$	212.87
5% Treasurer's Commission - - - - -		25.00
	\$	237.87

The property was sold to Elese Murdoch at and for the sum of Five Hundred Dollars (\$500.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland located Lot 37 - Block H - Section 3 - Kent Island Estates, being designated on Map 70A, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1,792.00, assessed to Mary H. Stevenson and Mary S. Albran for \$38.52 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	38.52
Interest - - - - -		2.05
Advertising - - - - -		14.00
Attorney - - - - -		15.00
Auctioneer - - - - -		7.50
Notary Public - - - - -		2.00
	\$	79.07
5% Treasurer's Commission - - - - -		70.00
	\$	149.07

The property was sold to Stran J. Funk and Autry N. Noblitt at and for the sum of One Thousand Four Hundred Dollars (\$1,400.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 20 - Block H - Section 2 - Romancoke on the Bay, being designated on Map 76A, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$585.00, assessed to David A. Swinburne for \$12.58 taxes in arrears plus interest, costs, and expenses to

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day of sale.

Taxes - - - - -	-\$	12.58
Interest- - - - -		.67
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	51.75
5% Treasurer's Commission - - - - -		50.00
	\$	101.75

The property was sold to Stran J. Funk and Autry N. Noblitt at and for the sum of One Thousand Dollars (\$1,000.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located East of Cox Neck Road, South of Chester, being designated on Map 57, Block 19, as Parcel 114, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$1,620.00, assessed to Jordon Taylor, Heirs for \$34.83 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	34.83
Interest- - - - -		1.86
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	75.19
5% Treasurer's Commission - - - - -		20.00
	\$	95.19

The property was sold to Austrailia Anderson at and for the sum of Four Hundred Dollars (\$400.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Piney Narrows Yacht Haven Condos - Unit D-32, being designated on Map 57, Block 10, as Parcel 455, Queen Anne's County Tax Maps, consisting of a boat slip and improvements. Assessed value \$4,540.00, assessed to Arthur T. and Linda P. Vanwart for \$97.61 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	97.61
Interest- - - - -		5.20
Advertising - - - - -		14.00

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Attorney- - - - -	-\$	15.00
Auctioneer- - - - -	-	7.50
Notary Public - - - - -	-	2.00
	\$	141.31
5% Treasurer's Commission - - - - -	-	25.00
	\$	166.31

The property was sold to Elese Murdoch at and for the sum of Five Hundred Dollars (\$500.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located East of Cox Neck Road, South of Chester, being designated on Map 57, Block 20, as Parcel 136, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$4,770.00, assessed to Margaret White, Heirs for \$102.55 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	102.55
Interest- - - - -	-	5.47
Advertising - - - - -	-	14.00
Attorney- - - - -	-	15.00
Auctioneer- - - - -	-	7.50
Notary Public - - - - -	-	2.00
	\$	146.52
5% Treasurer's Commission - - - - -	-	55.00
	\$	201.52

The property was sold to Austrailia Anderson at and for the sum of One Thousand One Hundred Dollars (\$1,100.00) she being then and there the highest bidder thereof.

FIFTH DISTRICT

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located on Arrington Road, being designated on Map 59, Block 24, as Parcel 74, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value \$1,120.00, assessed to Grace Elizabeth Brown for \$24.08 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	24.08
Interest- - - - -	-	1.29
Advertising - - - - -	-	14.00
Attorney- - - - -	-	15.00
Auctioneer- - - - -	-	7.50
Notary Public - - - - -	-	2.00
	\$	63.87

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5% Treasurer's Commission - - - - - \$ 95.00  
 \$ 158.87

The property was sold to Harry Reynolds, Jr. at and for the sum of One Thousand Nine Hundred Dollars (\$1,900.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located near Wye Mills, being designated on Map 60, Block 14, as Parcel 79, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$10,280.00, assessed to Frances L. Ford for \$221.02 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - - \$ 221.02  
 Interest- - - - - 11.78  
 Advertising - - - - - 14.00  
 Attorney- - - - - 15.00  
 Auctioneer- - - - - 7.50  
 Notary Public - - - - - 2.00  
 \$ 271.30  
 5% Treasurer's Commission - - - - - 25.00  
 \$ 296.30

The property was sold to Elese Murdoch at and for the sum of Five Hundred Dollars (\$500.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located in Grasonville on Coursey Road, being designated on Map 58, Block 14, as Parcel 104, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2,520.00, assessed to John F. Horney for \$54.18 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - - \$ 54.18  
 Interest- - - - - 2.89  
 Advertising - - - - - 14.00  
 Attorney- - - - - 15.00  
 Auctioneer- - - - - 7.50  
 Notary Public - - - - - 2.00  
 \$ 95.57  
 5% Treasurer's Commission - - - - - 10.00  
 \$ 105.57

The property was sold to Vernon Haddaway at and for the sum of Two Hundred Dollars (\$200.00) he being then and there the highest bidder thereof.

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ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located on Gravel Run Road in Grasonville, being designated on Map 58, Block 22, as Parcel 288, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$8,190.00, assessed to Clyde P. and Mary C. Jenkins for \$176.09 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	176.09
Interest- - - - -		9.39
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	223.98
1980-81 Delinquent Costs- - - - -		31.89
	\$	255.87
5% Treasurer's Commission - - - - -		50.00
	\$	305.87

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

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located near Wye Mills, being designated on Map 60, Block 14, as Parcel 57, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value \$2,980.00, assessed to Mary Jane Lloyd, et al. for \$64.07 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	64.07
Interest- - - - -		3.41
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	105.98
1979-80 Taxes - - - - -		90.25
1980-81 Taxes - - - - -		118.13
	\$	314.36
5% Treasurer's Commission - - - - -		145.00
	\$	459.36

The property was sold to Harry Reynolds, Jr. at and for the sum of Two Thousand Nine Hundred Dollars (\$2,900.00) he being then and there the highest bidder thereof.

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

Fifth Election District of Queen Anne's County, Maryland, located on Wye Neck Road, being designated on Map 59, Block 23, as Parcel 95, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2,600.00, assessed to Ellen Marie Taylor for \$55.90 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	55.90
Interest- - - - -		2.98
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	97.38
5% Treasurer's Commission - - - - -		25.00
	\$	122.38

The property was sold to John Ross at and for the sum of Five Hundred Dollars (\$500.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located on Saw Mill Road, Grasonville, being designated on Map 58, Block 24, as Parcel 541, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$6,180.00, assessed to Robert Veney and Annie Ewell for \$132.87 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	132.87
Interest- - - - -		7.08
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	178.45
5% Treasurer's Commission - - - - -		25.00
	\$	203.45

The property was sold to Elise Murdoch at and for the sum of Five Hundred Dollars (\$500.00) she being then and there the highest bidder thereof.

SIXTH DISTRICT

ALL that lot or parcel of land lying and being in the Sixth Election District of Queen Anne's County, Maryland, located on Fox Meadow Road, being designated on Map 61, Block 11, as Parcel 36, Queen Anne's County Tax Maps, consisting of 6 acres of land, more or less and improvements. Assessed value \$2,370.00,

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assessed to Robert and Irene Hoxter for \$45.10 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	45.10
Interest- - - - -		2.40
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	86.00
5% Treasurer's Commission - - - - -		150.00
	\$	236.00

The property was sold to Thomas Shorter at and for the sum of Three Thousand Dollars (\$3,000.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Sixth Election District of Queen Anne's County, Maryland, located on Fox Meadow Road, being designated on Map 61, Block 11, as Parcel 79, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$5,970.00, assessed to Vincent and Margaret Wilson for \$114.55 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	114.55
Interest- - - - -		6.10
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	159.15
5% Treasurer's Commission - - - - -		25.00
	\$	184.15

The property was sold to William H. Tolson at and for the sum of Five Hundred Dollars (\$500.00) he being then and there the highest bidder thereof.

SEVENTH DISTRICT

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located in Ewingtown, being designated on Map 11, Block 7, as Parcel 55, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$13,320.00, assessed to Marcellus H. Beck for \$286.38 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	286.38
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Interest- - - - -	-\$	15.26
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	340.14
5% Treasurer's Commission - - - - -		20.00
	\$	360.14

The property was sold to Elese Murdoch at and for the sum of Four Hundred Dollars (\$400.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located North side of Cross Street in Crumpton, being designated on Map 5A, Block 6, as Parcel 11, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$14,740.00, assessed to Helen W. Colonna for \$316.91 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	316.91
Interest- - - - -		16.89
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	372.30
5% Treasurer's Commission - - - - -		25.00
	\$	397.30

The property was sold to William R. Wilson, III at and for the sum of Five Hundred Dollars (\$500.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located West side of Big Woods Road, being designated on Map 12, Block 7, as Parcel 231, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less. Assessed value \$850.00, assessed to Consolidated Second Savings and Loan for \$18.28 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	18.28
Interest- - - - -		.98
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	57.76

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5% Treasurer's Commission - - - - - \$ 80.00  
 \$ 137.76

The property was sold to Stran J. Funk and Autry N. Noblitt at and for the sum of One Thousand Six Hundred Dollars (\$1,600.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located West side of Big Woods Road, South of Pondtown, being designated on Map 12, Block 13, as Parcel 195, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less. Assessed value \$850.00, assessed to Julia Gibbs, Heirs for \$18.28 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - - \$ 18.28  
 Interest- - - - - .97  
 Advertising - - - - - 14.00  
 Attorney- - - - - 15.00  
 Auctioneer- - - - - 7.50  
 Notary Public - - - - - 2.00  
 \$ 57.75  
 5% Treasurer's Commission - - - - - 120.00  
 \$ 177.75

The property was sold to John and Cathy Gannon at and for the sum of Two Thousand Four Hundred Dollars (\$2,400.00) they being then and there the highest bidders thereof.

ALL that lot pr parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located East of Ewingtown Road, being designated on Map 11, Block 7, as Parcel 46, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$8,150.00, assessed to Steven Gibbs for \$175.23 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes - - - - - \$ 175.23  
 Interest- - - - - 9.34  
 Advertising - - - - - 14.00  
 Attorney- - - - - 15.00  
 Auctioneer- - - - - 7.50  
 Notary Public - - - - - 2.00  
 \$ 223.07  
 5% Treasurer's Commission - - - - - 37.50  
 \$ 260.57

The property was sold to Thomas Shorter at and for the sum of Seven Hundred Fifty Dollars (\$750.00) he being then and there the highest bidder thereof.

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ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland located West side of Maryland Route 313, being designated on Map 2, Block 14, as Parcel 19, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$12,480.00, assessed to Isabelle Gsell for \$268.32 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	268.32
Interest- - - - -		14.30
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	321.12
5% Treasurer's Commission - - - - -		35.00
	\$	356.12

The property was sold to Elese Murdoch at and for the sum of Seven Hundred Dollars (\$700.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located in Ewingtown, being designated on Map 11, Block 7, as Parcel 90, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$10,340.00, assessed to George E. Holloway for \$222.31 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	-\$	222.31
Interest- - - - -		11.84
Advertising - - - - -		14.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	272.65
5% Treasurer's Commission - - - - -		30.00
	\$	302.65

The property was sold to Elese Murdoch at and for the sum of Six Hundred Dollars (\$600.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located in Ewingtown, being designated on Map 11, Block 7, as Parcel 103, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$8,530.00, assessed to Linwood and Anna Ringgold for \$174.93 taxes in arrears plus interest,

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costs, and expenses to day of sale.

Taxes - - - - -	-\$	174.93
Interest - - - - -		9.32
Advertising - - - - -		14.00
Attorney - - - - -		15.00
Auctioneer - - - - -		7.50
Notary Public - - - - -		2.00
	\$	222.75
5% Treasurer's Commission - - - - -		15.00
	\$	237.75

The property was sold to John Ross at and for the sum of Three Hundred Dollars (\$300.00) he being then and there the highest bidder thereof.

The Treasurer further reports that all purchasers have complied with the terms of sale.

Respectfully submitted,

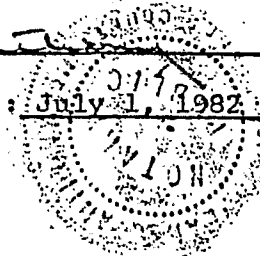
*William H. Tolson*  
 \_\_\_\_\_  
 William H. Tolson, Treasurer of  
 Queen Anne's County, Maryland

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

I HEREBY CERTIFY, that on this 9th day of June, 1982, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared WILLIAM H. TOLSON, Treasurer for Queen Anne's County, and made oath in due form of law that the matters and facts set forth in the foregoing REPORT OF TAX SALES are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

*James G. Antin*  
 \_\_\_\_\_  
 Notary Public  
 My Commission Expires: July 1, 1982



*MC  
#  
01200*

Centreville, Md. 5-31 19 82

**We Hereby Certify**

That the annexed advertisement of  
TAX SALES

was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 18th day of May 19 82.

SEE ATTACHED  
SHEETS

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 28th day of  
April 19 82, and the last  
insertion on the 12th day of  
May 19 82.

Publishers, Record Observer

Per Margie Luffman

## Page 6-B Queen Anne's Record Observer April 28, 1982

## Legal Notices

## TAX SALES

Under and by virtue of the authority vested in the undersigned by the laws of the State of Maryland, Acts of the General Assembly of Maryland for the year 1957, Chapter 305, applicable to the collection of State and County Taxes within Queen Anne's County, THE COUNTY TREASURER FOR QUEEN ANNE'S COUNTY hereby gives notice that the following taxes are due and owing for the State, County and Town for the years 80-81 - 81-82 thru June 30, 1982 inclusive, there will be added to each of the following amounts, interest, fees and costs.

Unless payment be made in full of said taxes together with all interests and costs accrued thereon before the third Tuesday in May of 1982 to wit:

TUESDAY  
MAY 18, 1982

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

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

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

All properties will be sold without warranty of title or representation as to compliance with zoning or health regulations.

Queen Anne's County Tax Maps, consisting of 20 acres of land, more or less and improvements. Assessed value \$6,980.00, assessed to Graca B. Damlly for \$150.07 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 5  
All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located S/side Md. Rd. 302 - N/W Templaville being designated on Map 25, Block 4, as Parcel 40, Queen Anne's County Tax Maps, consisting of 3.945 acres of land, more or less end improvements. Assessed value \$4,110.00, assessed to Jemas W. & Ruth A. Doemling for \$85.72 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 6  
All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located S/Md. 302 E/Berclay being designated on Map 25, Block 3, as Parcel 61, Queen Anne's County Tax Maps, consisting of 5.398 acres of land, more or less and improvements. Assessed value \$13,250.00, assessed to James T. Irby for \$261.44 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 7  
All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located S/MD. Rt. 302 w/Barclay being designated on Map 18, Block 22, as Parcel 88, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$800.00, assessed to Isaac A. & Joyce E. Johnson for \$17.20 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 8  
All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located S/side Dixon Tavern Rd. N/E Barclay being designated on Map 19, Block 7, as Parcel 63, Queen Anne's County Tax Maps, consisting of 258 acres of land, more or less and improvements. Assessed value \$2,000.00, assessed to Norris M. & Ruby H.

land lying and being in the 1st Election District of Queen Anne's County, Maryland, located W/side Duhemel Cor. Rd. W/Berclay being designated on Map 19, Block 24, as Parcel 28, Queen Anne's County Tax Maps, consisting of 45 acres of land, more or less and improvements. Assessed value \$13,400.00, assessed to Henry B. & Doris L. Reczek for \$288.10 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 14  
All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located N/Md Rt. 300 E/Peters Cor. being designated on Map 14, Block 7, as Parcel 45, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less and improvements. Assessed value \$14,540.00, assessed to Ronald E. & Virginia Raeca for \$289.37 taxes in arrears plus interest, costs, and expenses to day of sale.

## SECOND ELECTION DISTRICT

No. 17  
No. 18  
All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located Lots 488-489 - Chester Harbor being designated on Map 10, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot, of land, more or less. Assessed value \$2180.00, assessed to Kandall I. Boggs for \$140.61 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 18  
All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located W/Rt. 213 in Church Hill being designated on Map 23, Block 1, as Parcel 71, Queen Anne's County Tax Maps, consisting of a lot, more or less and improvements. Assessed value \$10,710.00, assessed to Thomas J. & Patricia G. Bostic for \$230.26 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 20  
All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County

ed value \$1860.00, assessed to Walter W. & Louisa L. Deaton for \$39.99 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 25  
All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located S/Side Buzzards Lana In Church Hill being designated on Map 23, Block 1, as Parcel 118, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$4,540.00, assessed to Ralph M. & Harrietta Dodd for \$97.61 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 26  
All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located W/Barclay Rd. - E/Church Hill being designated on Map 23, Block 1, as Parcel 157, Queen Anne's County Tax Maps, consisting of 8.233 acres of land, more or less and improvements. Assessed value \$42,040.00, assessed to Martin & Ieva Ertz for \$903.86 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 27  
All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located Lots 239-240 Chester Harbor being designated on Map 10, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$9,300.00, assessed to Wm. H. & Joanna Ervin for \$323.79 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 28  
All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located N/Rt. 213 E/Chastertown being designated on Map 9, Block 6, as Parcel 113, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$14,320.00, assessed to Joseph Grader, Jr. for \$307.88 taxes in arrears plus interest, costs, and expenses to day of sale.

Block 1, as Parcel 95, Queen Anne's County Tax Maps, consisting of a lot of land, more or less end improvements. Assessed value \$1,210, assessed to Walter Tighman for \$50.95 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 35  
All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located lots 140-141 Chester Harbor being designated on Map 10, Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$1,920, assessed to Jaroma & Gwendolyn Watts for \$41.28 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 36  
All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located S/side Flat Iron Sq. Rd. - S/E Starkey's Cor. being designated on Map 22, Block 22, as Parcel 159, Queen Anne's County Tax Maps, consisting of 4 acres of land, more or less and improvements. Assessed value \$7,470.00, assessed to Ralph L. & May E. Wright for \$157.45 taxes in arrears plus interest, costs, and expenses to day of sale.

## THIRD ELECTION DISTRICT

No. 37  
All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located 7/Liberty St. in Centreville being designated on Map C11, as Parcel 32, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$5250, assessed to Jean B. Bennett for \$112.88 taxes in arrears plus interest, costs, end expenses to day of sale.  
Town Taxes \$38.62 and Water and Sewar \$100.00  
No. 38

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located E/Burrisville being designated on Map 28, Block 4, as Parcel 10, Queen Anne's County Tax Maps, consisting of 1.223 acres of land, more or less. Assessed value \$1500.

## Legal Notices

## Legal Notices

The names of the person or persons to whom the respective parcels or lots of land and improvements, if any, are assessed with a brief description thereof, the District in which the same is located, together with the amount of taxes due and in arrears are as follows: INTERESTS, COSTS, FEES, AND EXPENSES: TO BE ADDED.

#### FIRST ELECTION DISTRICT

No. 1

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located E/Md. 313 Barclay being designated on Map 18, Block 24, as Parcel 23, Queen Anne's County Tax Maps, consisting of 1.281 acres of land, more or less and improvements. Assessed value \$30,570, assessed to James F. Blackston, et al for \$657.26 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 2

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located S/Md. Rt. 300 w/Sudlersville being designated on Map 12, Block 22, as Parcel 254, Queen Anne's County Tax Maps, consisting of 12.201 acres of land, more or less and improvements. Assessed value \$6360.00, assessed to Terrence E. Bratcher for \$136.74 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 3

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located E/U.S. Rt. 313 - Barclay being designated on Map 24, Block 6, as Parcel 167, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$7,170.00, assessed to Herbert M. & Emma S. Collier for \$154.16 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 4

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located E/Beer Pond Rd. N/Templeville being designated on Map 20, Block 15, as Parcel 72,

Johnson for \$43.00 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 9

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located N/W Basic Ch-Anderson Cor. Rd. being designated on Map 20, Block 13, as Parcel 39, Queen Anne's County Tax Maps, consisting of 63 acres of land, more or less and improvements. Assessed value \$15,430.00, assessed to Wm. C. & Kathleen Kahler for \$331.74 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 10

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located N/side Md. Rd. 302 in Templeville being designated on Map 26, Block 9, as Parcel 63, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$23,350.00, assessed to William H. II & Helen Knetts for \$596.35 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 11

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located S/will Smith Rd - N/E Ingleside being designated on Map 32, Block 7, as Parcel 5, Queen Anne's County Tax Maps, consisting of 15,858 acres of land, more or less. Assessed value \$4,930.00, assessed to Hugh F. & Barbara J. McDonald for \$105.99 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 12

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located S/side Md. Rt. 300 - W/Sudlersville being designated on Map 12, Block 22, as Parcel 12, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less and improvements. Assessed value \$3230.00, assessed to Genevieve Potts for \$69.44 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 13

All that lot or parcel of

Maryland, located E/Rabbit Hill Rd. Price being designated on Map 30, Block 9, as Parcel 66, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$4,270.00, assessed to Warren K. Brooks for \$91.81 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 21

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located Lots 378-379 Chester Harbor being designated on Map 10, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$14,880.00, assessed to Marjorie A. Brown for \$319.92 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 22

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's, Maryland, located S/Md. Rt. 19 - Roberts being designated on Map 24, Block 19, as Parcel 118, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$5,260.00, assessed to Wm. H. & Mildred Cannon for \$130.23 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 23

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located S/Rt. 213 S/E Chestertown being designated on Map 10, Block 14, as Parcel 50, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$189,700, assessed to Dawson Enterprises, Inc. for \$4078.55 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 24

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located S/side Buzzards Lana in Church Hill being designated on Map 22, Block 6, as Parcel 178, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's, Maryland, located S/Rt. 19 - Church Hill being designated on Map 23, Block 1, as Parcel 101, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$1,330.00, assessed to Ernest R. & Anna B. Hoexter for \$28.59 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 31

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located lots 67-68 - Chester Harbor being designated on Map 10, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$20,350.00, assessed to John W. McGinnis, Jr. for \$437.53 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 32

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located lots 444 & 445 - Chester Harbor being designated on Map 10, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$2,080.00, assessed to Newkent Homes, Inc. for \$127.49 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 33

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located W/End Rolph Wharf Rd. S/E Chestertown being designated on Map 16, Block 2, as Parcel 2, Queen Anne's County Tax Maps, consisting of 5.844 acres of land, more or less and improvements. Assessed value \$113,620.00, assessed to Rolph's Wharf Merina, Inc. for \$2,442.83 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 34

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located S/Rt. 19 in Church Hill being designated on Map 23,

assessed to William Blake for \$32.25 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 39

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located N/W Commerce St. in Centreville being designated on Map Ce14, as Parcel 49, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$6460, assessed to Arthur & Bernard Carter for \$138.89 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 40

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located N/W Commerce St. in Centreville being designated on Map Ce14, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$860, assessed to Edgar & Beulah Dashields for \$18.49 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 41

All that lot or parcel of land lying and being in the 4rd Election District of Queen Anne's County, Maryland, located N/Md. Rt. 404 E/Wye Mills being designated on Map 67, Block 10, as Parcel 13, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$15,840, assessed to Susie Green & Walter Brock for \$58.05 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 42

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located S/E Cor. Duin Clark Rd. -N/W Centreville being designated on Map 43, Block 6, as Parcel 64, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$15,610, assessed to Walter & Margaret Harris for \$335.61 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 43

All that lot or parcel of land lying and being in the

## Legal Notices

3rd Election District of Queen Anne's County, Maryland, located E/Burrisville Rd. being designated on Map 28, Block 5, as Parcel 14, Queen Anne's County Tax Maps, consisting of 2.44 acres of land, more or less and improvements. Assessed value \$17,290, assessed to Marlen & Raymond Hollis for \$412.38 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 44

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located S/Railroad Ave. in Centreville being designated on Map Ce19, as Parcel 11, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$17,580, assessed to T. Barnard & Alica Kaufman for \$377.97 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 45

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located W/Tilghman Ave. in Centreville being designated on Map Ce15, as Parcel 60, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$18,160, assessed to Paul H. & Diana Love for \$390.44 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 46

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located S/E Liberty St. in Centreville being designated on Map Ce14, as Parcel 30, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$17,790, assessed to Thomas M. Lova Jr. & Margaret Abram for \$382.49 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 47

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located S/E Commerce St. in Centreville being designated on Map Ce17, as Parcel 46, Queen Anne's County Tax

to day of sale.  
No. 53

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Marling Farms, Lot 8, Section 7 being designated on map 64, Block 16, as Parcel 258, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$35,650, assessed to James F. & Virginia Archey for \$766.48 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 55

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Point Farm - Lot 17A being designated on Map 80, Block 12, as Parcel 3, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$18,224, assessed to Kenneth E. & Georgia A. Baker for \$303.14 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 58

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Kent Pt. Road - S/Stevensville being designated on Map 80, Block 6, as Parcel 9, Queen Anne's County Tax Maps, consisting of 18.49 acres of land, Assessed value \$37,442, assessed to N.V. Barlovento, Inc. for \$805.00 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 57

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 60x280 - W/Md. Rt. 18 in Stevensville being designated on Map 56, Block 6, as Parcel 129, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$4,885, assessed to Richard B. & James Richard Baxter for \$105.03 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 59

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located N/1st Avenue, Dominion, being

plus interest, costs, and expenses to day of sale.

No. 64

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Tower Gardens, Lot 4, Blk C, being designated on Map 76, Block 8, as Parcel 14, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$46,402, assessed to Carl C. & Paris M. Campbell for \$997.64 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 65

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Bay City - Lots 13-14, Blk 27, Sec. 2 being designated on Map 56A, Queen Anne's County Tax maps, consisting of 2 lots. Assessed value \$973, assessed to Eugene M. & Mayne Coparna for \$20.92 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 66

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Back Road in Stevensville being designated on Map 56, Block 6, as Parcel 73, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$3,020, assessed to John R. & Ruth Carter for \$64.93 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 67

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located S/Lane To Lee Property - Chester being designated on map 57, Block 9, as Parcel 272, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$10,221, assessed to Charles L. & Geraldine Chambers for \$219.75 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 68

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/Cox Neck Rd - S/Chester being designated on Map 57, Block 9, as Parcel 121

## Legal Notices

land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Rt. 8 - S/Stevensville being designated on Map 63, Block 2, as Parcel 166, Queen Anne's County Tax Maps, consisting of 6.318 acres of land, more or less. Assessed value \$6,300, assessed to James B. Cunningham for \$135.45 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 74

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lot 29, Blk G, Sec. 1 being designated on Map 70B, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1,969, assessed to Jackie Cumutt for \$42.33 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 75

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Cloverfields - Lot 39, Blk B, Plat 5, being designated on Map 49A, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1,772, assessed to Myrtle Cushing for \$105.08 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 76

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 20 - Cove Creek Club - Plat 3 being designated on Map 76, Block 16, as Parcel 23, Queen Anne's County Tax Maps, consisting of 1.185 acres of land, more or less. Assessed value \$10,500, assessed to John Dalkowski for \$225.75 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 77

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Side Back Lane in Stevensville being designated on Map 56, Block 5, as Parcel 153, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$2,750, assessed to John A. Dalkowski III & Ronald Sinclair for \$59.13

Maps, consisting of a lot of land, more or less. Assessed value \$380, assessed to Rosia K. & Richard Nichols for \$8.17 taxes in arrears plus interest, costs, and expenses to day of sale. Town taxes \$6.50  
No. 48

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located S/Johnstown Lane in Centerville being designated on Map Ce11, as Parcel 47, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$6030, assessed to Ann M. Pritchett for \$115.73 taxes in arrears plus interest, costs, and expenses to day of sale. Town taxes \$39.03.  
No. 49

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located lot 8-Tall Timbers being designated on Map 36, Block 10, as Parcel 55, Queen Anne's County Tax maps, consisting of a lot of land, more or less. Assessed value \$4330, assessed to John J. & Julie S. Robinson for \$93.09 taxes in arrears plus interest, costs, and expenses to day of sale.  
No. 51

All that lot or parcel of land lying and being in the 3rd election District of Queen Anne's County, Maryland, located N/E Kidwell Lane in Cantraville, being designated on Map Ce1B, as Parcel 3, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$18,370, assessed to Kenneth L. & Barbara Wilmer for \$394.96 taxes in arrears plus interest, costs, and expenses to day of sale.

#### FOURTH ELECTION DISTRICT

No. 52

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Cloverfields - Lot 47, Blk F, Plat 4 being designated on Map 49B, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2,910, assessed to Caesar Y. & Esperaze Alzona for \$62.56 taxes in arrears plus interest, costs, and expenses

designated on Map 64, Block 2, as Parcel 144, Queen Anne's County Tax maps, consisting of a lot and improvements. Assessed value \$8,593, assessed to Roger D. & Dora R. Bogess for \$184.75 taxes in arrears plus interest, costs, and expenses to day of sale.  
No. 60

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Tower Gardens - Lot 8, Blk J, Plat 7 being designated on Map 76, Block 8, as Parcel 14, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$32,849, assessed to James P. & Diane P. Borge for \$706.25 taxes in arrears plus interest, costs, and expenses to day of sale.  
No. 61

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lots 17-19, Blk L, Sec. 1, being designated on Map 70B, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value \$17,721, assessed to Howard L. & Mary M. Brinkley for \$381.00 taxes in arrears plus interest, costs, and expenses to day of sale.  
No. 62

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 7, E/Side Cox Neck Rd., S/Chester being designated on Map 64, Block 1, as Parcel 42, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$656, assessed to Albert & Joan Brown for \$14.11 taxes in arrears plus interest, costs, and expenses to day of sale.  
No. 63

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Towar Gardens - Lot 24, Blk N, being designated on Map 76, Block 8, as Parcel 14, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$27,852, assessed to Robert & Cynthia Burtis for \$598.82 taxes in arrears

Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2,500, assessed to Wm. H. & Ruth R. Conley for \$53.75 taxes in arrears plus interest, costs, and expenses to day of sale.  
No. 69

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/Dominion Little Creak Rd. - Dominion being designated on Map 64, Block 3, as Parcel 204, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$3,773, assessed to Consolidated Sec. S & L for \$81.12 taxes in arrears plus interest, costs, and expenses to day of sale.  
No. 70

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Castle Marina Lot 29, Blk B, being designated on Map 57, Block 2, as Parcel 383, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$28,350, assessed to Noble J. & Vivien C. Cresanto for \$707.36 taxes in arrears plus interest, costs, and expenses to day of sale.  
No. 71

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Cloverfields, Lot 29, Blk J, Plat 3 being designated on Map 49D, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$435, assessed to Jesse J. & Dorothy M. Crotts for \$9.35 taxes in arrears plus interest, costs, and expenses to day of sale.  
No. 72

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Old Love Point Rd. N/Stevensville being designated on Map 48, Block 12, as Parcel 66, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$200, assessed to Winter Edwin Crouch for \$4.30 taxes in arrears plus interest, costs, and expenses to day of sale.  
No. 73

All that lot or parcel of

taxes in arrears plus interest, costs, and expenses to day of sale.  
No. 78

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located S/Side Benton Rd. - N/Stevensville being designated on Map 48, Block 24, as Parcel 104, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value \$250, assessed to Davidson, Philip J. & Mary E. for \$5.38 taxes in arrears plus interest, costs, and expenses to day of sale.  
No. 79

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lots 43-45 - Blk N, Sect. 2, being designated on Map 70B, Queen Anne's County Tax Maps, consisting of 2 lots of land, more or less. Assessed value \$984, assessed to Mary & Henry DeHoyos, Sr. for \$21.16 taxes in arrears plus interest, costs, and expenses to day of sale.  
No. 80

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Piney Narrows Yecht Home Condos, Phase 1 - Unit C-31 being designated on Map 57, Block 10, as Parcel 455, Queen Anne's County Tax Maps, consisting of a boat slip and improvements. Assessed value \$4,490, assessed to Joseph & Delores Elm for \$95.54 taxes in arrears plus interest, costs, and expenses to day of sale.  
No. 81

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lots 14-16 - Blk M. - Sect. 3 being designated on Map 70A, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value \$18,144, assessed to Carolyn M. & Howard W. Duval, Sr. for \$390.09 taxes in arrears plus interest, costs, and expenses to day of sale.  
No. 82

All that lot or parcel of land lying and being in the 4th Election District of



**Legal Notices**

Queen Anna's County, Maryland, located Bay City - Lots 9 & 10, Blk 24, Sec. 2 being designated on Map 56A, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value \$34,976, assessed to Garfield L. Foulkes for \$751.98 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 84

All that lot or parcel of land lying and being in the 4th Election District of Queen Anna's County, Maryland, located N/Batts Neck Rd - S/Stevensville - Tract 19 being designated on Map 63, Block 16, as Parcel 132, Queen Anne's County Tax Maps, consisting of 5.653 acres of land, more or less. Assessed value \$1,413, assessed to James & Angela Gomoljack for \$30.38 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 85

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located S/Md. Rt. 552 - Dominion being designated on Map 64, Block 3, as Parcel 87, Queen Anne's County Tax maps, consisting of a lot and improvements. Assessed value \$2,128, assessed to Ernest L. & Bertha L. Graham for \$45.75 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 86

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/Cox Neck Rd. S/Chester being designated on Map 57, Block 20, as parcel 127, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$9,131, assessed to Lawrence W. & Evelyn Green for \$363.83 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 87

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Back Rd. in Stevensville being designated on Map 56, Block 6, as Parcel 72, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$1,869, assessed

being designated on Map 70A, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2,688, assessed to Charles S. & Mary Hoyt for \$57.79 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 93

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/Side Batta Neck Rd - S/Stevensville being designated on Map 63, Block 8, as Parcel 15, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$5,386, assessed to W. Hudson & Shelide Bailey for \$115.80 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 94

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lot 19, Blk F - Sec. 2, being designated on Map 70B, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2,454, assessed to Sylvie J. & Carter A. Jenkins III for \$52.76 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 95

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/Side Batts Neck Rd - S/Stevensville being designated on Map 63, Block 8, as Parcel 12, Queen Anna's County Tax maps, consisting of a lot and improvements. Assessed value \$3,838, assessed to Catherine E. Johns for \$82.52 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 96

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lots 26-28 - Blk S - Sec. 3 being designated on Map 70A, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value \$3,584, assessed to Adamoulla Kalfes for \$77.06 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 97

Machorlan for \$297.32 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 102

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 3, Blk Y - Plat 1 - Cloverfields being designated on Map 49F, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$1969, assessed to Marie D. Marshner for \$42.33 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 103

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 1 - Blk Y - Plat 1 - Cloverfields being designated on Map 49F, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$2100, assessed to Phillip H. & Denise Marshner for \$45.15 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 104

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located adjoining lot 101 - Marling Farms being designated on Map 64, Block 23, as Parcel 233, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$5010, assessed to Kenneth L. & Donna Martin for \$107.71 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 105

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Md. Rt. 18 S/Love Point being designated on Map 40, Block 23, as Parcel 51, Queen Anne's County Tax Maps, consisting of 38.92 acres of land, more or less end improvements. Assessed value \$5421, assessed to Norman C. Molz, et al for \$116.55 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 106

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 13-14, Blk Q - Queen Anne Colony being designated on

sale.

No. 113

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/side Cox Neck Rd. S/Chester being designated on Map 57, Block 20, as Parcel 375, Queen Anne's County Tax Maps, consisting of a lot of land, more or less end improvements. Assessed value \$13,169, assessed to Robert E. & Lorette Pulley for \$283.13 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 114

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 9, Blk K. Tower Gardens being designated on Map 76, Block 8, as Parcel 14, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$6038, assessed to Raymond L. & Wilma J. Reinders for \$129.82 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 115

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 95, Sec. 1 - Marling Farms being designated on map 64, Block 16, as Parcel 209, Queen Anne's County Tax Maps, consisting of a lot of land, more or less end improvements. Assessed value \$14,299, assessed to Collier D. & Alica Smith for \$307.43 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 116

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/MD. Rt. 552 - Chester being designated on Map 57, Block 9, as Parcel 228, Queen Anne's County Tax Maps, consisting of a lot of land, more or less end improvements. Assessed value \$7255, assessed to Elwood S. Jr., & Edna C. Smith for \$155.99 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 117

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Old Love Pt. Rd. N/Stevensville

**Legal Notices**

interest, costs, and expenses to day of sale.

No. 122

All that lot or parcel of land lying and being in the 4th Election District of Queen Anna's County, Maryland, located Piney Narrows Yacht Haven Condos - Unit D - 32 being designated on Map 57, Block 10, as Parcel 455 Queen Anne's County Tax maps, consisting of a boat slip and improvements. Assessed value \$4540, assessed to Arthur T. & Linda P. Vanwart for \$97.61 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 123

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 25 - Blk F - Plat 4 - Cloverfields being designated on Map 49B, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$3189, assessed to Eliz. P. Wagner & Peggy Rexrode for \$68.57 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 124

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Bay City - Lot 20, Blk 26 - Sec. 2 being designated on Map 56A, Queen Anne's County Tax Maps, consisting of a lot of land, more or less end improvements. Assessed value \$23,843, assessed to Robert G. & Joann Webb for \$512.62 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 125

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located 25 feet of lot 24 - Blk BB - Plat 6 - Cloverfields being designated on Map 49E, Queen Anne's County Tax maps, consisting of 25 ft. of land, more or less. Assessed value \$492, assessed to Roger L. & Patricia A. Weese for \$10.57 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 126

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/Cox Neck Rd. - S/Chester being designated on Map 57,



to Rudolph C. & Bernadette O. Green for \$40.18 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 88  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Castle Marina - Lot 13, Blk A, being designated on Map 57, Block 2, as Parcel 383, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$38,211, assessed to Hervey R. & Thelma B. Hemmer for \$1065.54 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 89  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Queen Anne Colony - Lot 7A - Blk Q being designated on Map 70C, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$32,071, assessed to Herold A. & Kathleen Hayden for \$689.53 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 90  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Harbor View - Lot 2, Blk S being designated on map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$22,420, assessed to Heritage Enterprises, Inc. for \$609.42 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 91  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located S/Md. Rt. 18 - Chester being designated on Map 57, Block 8, as parcel 146, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$8,656, assessed to Jos. P. Norma A. Horney for \$186.11 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 92  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lots 18 & part of 20, Blk V, Sec. 3,

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Tower Gardens, Lots 39-40-41-42 Blk K being designated on Map 76, Block 8, as Parcel 14, Queen Anne's County Tax Maps, consisting of 4 lots. Assessed value \$11,909, assessed to John W. & Mery L. Kennedy for \$256.04 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 93  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 17, Blk E - Cloverfields being designated Map 49B, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$1772, assessed to Robert P. Lerch for \$114.30 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 94  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/side Md. Rt. 18 being designated on map 56, Block 6, as Parcel 130, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$3913, assessed to Wm. T. & Louise Lowery for \$84.13 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 95  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 11-12, Blk B - Romancock-on-the-Bay being designated on Map 76A, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$3090, assessed to Robert L. & Susan I. Lynch for \$66.44 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 96  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 2 - Blk 2 - Sec. 1 - Bay City being designated on Map 56A, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$13,829, assessed to Robert M. & Judith

County being designated on Map 70C, Queen Anne's County Tax Maps, consisting of 2 lots of land, more or less. Assessed value \$11,376, assessed to James Moore for \$244.58 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 107  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located N/Md. Rt. 18 - E/Chester being designated on Map 57, Block 10, as Parcel 93, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$24,049, assessed to Thomas W. & Elizabeth Nash for \$517.05 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 108  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 4 - Blk J - Sec. 1 - K.I. Estates being designated on Map 70B, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$426, assessed to Wm. E. & Margaret Nesbitt for \$9.15 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 109  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Bodkin Island being designated on Map 71, Block 15, as Parcel 2, Queen Anne's County Tax Maps, consisting of acres of land, more or less and improvements. Assessed value \$26,625, assessed to Wayne L. & Sarah R. O'Roark for \$572.44 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 110  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 30, Plat 3, Cove Creek Club, being designated on Map 76, Block 16, as Parcel 5, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$51,448, assessed to Perk Development Corp. for \$1,106.13 taxes in arrears plus interest, costs, and expenses to day of

being designated on Map 48, Block 12, as Parcel 63, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$7390, assessed to Viola V. Spence for \$158.89 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 118  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Piney Narrows Yacht Haven Condo - Unit F-29 being designated on map 57, Block 10, as Parcel 455, Queen Anne's County Tax Maps, consisting of a boat slip and improvements. Assessed value \$7700, assessed to Donald W. & Kathleen Spigner for \$165.55 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 119  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 37 - Blk H - Sec. 3 Kent Island Estates being designated on Map 70A, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$1792, assessed to Mary H. Stevenson & Mary S. Albren for \$38.52 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 120  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 20, Blk H - Sec. 2 - Romancock-on-the-Bay being designated on Map 76A, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$585, assessed to David A. Swinbarne for \$12.58 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 121  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/Cox Neck Rd. - S/Chester being designated on Map 57, Block 19, as Parcel 114, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$1620, assessed to Jordon Taylor, Heirs for \$34.83 taxes in arrears plus

Block 20, as Parcel 136, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$4,770, assessed to Margaret White Heirs for \$102.55 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 128  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 7 Foster-Pierson Lands being designated on Map 48, Block 12, as Parcel 116, Queen Anne's County Tax Maps, consisting of 4.948 acres of land, more or less and improvements. Assessed value \$34,496, assessed to Robert M. & Linda Wisaman for \$673.12 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 129  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 17 - Kent Point Farm being designated on Map 80, Block 12, as Parcel 3, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$13,650, assessed to Alan E. Withers for \$233.48 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 131  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Arrington Rd. being designated on map 59, Block 24, as Parcel 74, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value \$1120, assessed to Grece Eliz. Brown for \$24.08 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 132  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Melvin Ave. in Grasonville being designated on Map 58, Block 22, as Parcel 254, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$10,070, assessed to Lester & Carrie Burke for

**FIFTH ELECTION DISTRICT**

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## LEGAL NOTICES

216.51 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 133

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Winchester Ests. Lot 2 Sect. 1 being designated on Map 58, Block 16, as Parcel 718, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$21,670, assessed to Jamee H. & Peggy Comegys for \$465.91 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 134

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Bloomingdale Rd. being designated on Map 52, Block 14, as Parcel 17, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$640, assessed to Charles Conyer for \$13.76 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 135

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Grasonville Cemetery Lane being designated on Map 58, Block 24, as Parcel 693, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1980, assessed to Catherine A. Derickson for \$42.57 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 136

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Rt. 18 near Grasonville being designated on Map 58, Block 14, as Parcel 65, Queen Anne's County Tax Maps, consisting of 0.843 acres of land, more or less and improvements. Assessed value \$15,330, assessed to Jos. III & Thomee Egebert for \$329.59 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 137

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Wye Mills being designated on Map 60, Block 14, as

5th Election District of Queen Anne's County, Maryland, located near Grasonville on Rt. 18 being designated on Map 58, Block 18, as Parcel 580, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$9430, assessed to Georga E. Hurdle for \$202.74 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 143

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Grasonville on Melvin Ave. being designated on Map 58, Block 22, as Parcel 255, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$3480, assessed to Charlee L. & Rita Jenkins for \$67.51 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 144

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Grevel Run Rd. in Grasonville being designated on Map 58, Block 22, as parcel 288, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$8190, assessed to Clyde P. & Mery C. Jenkins for \$176.09 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 145

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Rt. 50 N. Grasonville being designated on Map 58, Block 8, as Parcel 403, Queen Anne's County Tax Maps, consisting of 21.729 acres of land, more or less and improvements. Assessed value \$38,600, assessed to Kent Nerrows Partnership for \$829.91 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 146

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Rt. 50 W/Wye Mills being designated on Map 67, Block 3, as Parcel 4, Queen Anne's County Tax Maps, consisting of 98 acres of land, more or less and improvements. Assessed

Maryland, located on Rt. 60 S/E Queenstown being designated on Map 59, Block 4, as Parcel 143, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less and improvements. Assessed value \$29,790, assessed to W. Raymond & Dorothy Shanks for \$640.49 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 152

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Grasonville on Cemetery Lane being designated on Map 58, Block 24, as Parcel 579, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$10,540, assessed to Allen & Regina Smith for taxes in arrears plus interest, costs, and expenses to day of sale.

No. 153

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Rt. 18 Grasonville being designated on Map 58, Block 23, as Parcel 402, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$9070, assessed to Wm. S. Jr. & Dollie Stevens for \$195.01 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 154

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located White House Acres Lot 12 Sect. 2 being designated on Map 58, Block 23, as Parcel 730, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$85.30, assessed to Pelmer & Linde Swann for \$122.55 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 155

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Wye Neck Road being designated on Map 59, Block 23, as Parcel 95, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2,600, assessed to Ellen Marie Teylor for

being designated on Map 47, Block 1, as Parcel 27, Queen Anne's County Tax Maps, consisting of 19 acres of land, more or less and improvements. Assessed value \$30,760, assessed to Frank & Valerie Caldwell for \$661.34 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 162

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located on Fox Meadow Rd. being designated on Map 61, Block 11, as Parcel 36, Queen Anne's County Tax Maps, consisting of 6 acres of land, more or less and improvements. Assessed value \$2370, assessed to Robert & Irena Hoxter for \$45.10 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 163

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located Rt. 309 S/E Starr being designated on Map 61, Block 11, as Parcel 71, Queen Anne's County Tax Maps, consisting of 3 1/2 acres of land, more or less and improvements. Assessed value \$7,000, assessed to Percy Jacobs for \$150.50 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 164

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located lot 5 Lucky Shoe Ranchettes being designated on Map 38, Block 3, as Parcel 41, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$15,890, assessed to Raymond Jr. & Christine Jorden for \$341.64 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 165

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located lot 3 Lucky Shore Ranchettes being designated on Map 38, Block 3, as Parcel 41, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$20,850, assessed to Sewell & Pauline Pfeiffer for \$448.28 taxes in arrears

Parcel 79, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$10,280, assessed to Frances L. Ford for \$221.02 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 138  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Scot-town Dev. Lot 2 Blk. A being designated on Map 60, Block 14, as Parcel 88, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$14,390, assessed to Clarence E. & Betty Graham for \$309.39 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 139  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located S/Side Bryens Lane S/Bryantown being designated on map 72, Block 18, as Parcel 29, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$10,170, assessed to C. Brian & Bari G. Higdon for \$485.04 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 140  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Bennetts Pt. Rd. being designated on Map 66, Block 7, as Parcel 37, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$10,170, assessed to Lee & Lillian Higdon for \$174.12 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 141  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Grasonville on Coursey Rd. being designated on Map 58, Block 14, as Parcel 104, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2520, assessed to John F. Hornig for \$54.18 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 142  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Grasonville being designated on Map 58, Block 24, as Parcel 51, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2980, assessed to Mary Jane Lloyd et al. for \$64.07 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 143  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Prospect Plantation Lot 5 being designated on Map 65, Block 24, as Parcel 55, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$70,880, assessed to Ted A. & Leslie J. Odder for \$1,523.92 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 149  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Grasonville on School House Lane being designated on Map 58, Block 22, as Parcel 262, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$6850, assessed to James O. & Sarah Robinson for \$147.28 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 150  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Rt. 50 N/W Wye Mills being designated on Map 60, Block 14, as Parcel 42, Queen Anne's County Tax Maps consisting of 1 acre of land, more or less and improvements. Assessed value \$15,430, assessed to Jerome Ryans et al. for \$331.74 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 151  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Wye Mills being designated on Map 60, Block 14, as Parcel 57, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value \$2980, assessed to Mary Jane Lloyd et al. for \$64.07 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 155  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Grasonville being designated on Map 58, Block 24, as Parcel 51, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2880, assessed to William C. Thomas for \$61.92 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 157  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Rt. 18, Grasonville being designated on Map 58, Block 21, as Parcel 170, Queen Anne's County Tax Maps, consisting of ¼ acre of land, more or less and improvements. Assessed value \$8470, assessed to Irena A. Timms for \$182.11 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 158  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Sew Mill Rd., Grasonville being designated on Map 58, Block 24, as Parcel 541, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$6180, assessed to Robert Veney & Annie Ewell for \$132.87 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 159  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located lot 22 - Sect. 2 Winchester Ests. being designated on Map 58, Block 16, as Parcel 718, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$7180, assessed to Mitchell & Brenda Wooters for \$154.37 taxes in arrears plus interest, costs, and expenses to day of sale.

**SIXTH ELECTION DISTRICT**

No. 160  
All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located on the Shawn Rd. S/E Price St. value \$27,590, assessed to Daniel F. Kramer for \$593.19 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 166  
All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located on Fox Meadow Rd. being designated on Map 61, Block 11, as Parcel 79, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$5970, assessed to Vincent & Margaret Wilson for \$114.55 taxes in arrears plus interest, costs, and expenses to day of sale.

**SEVENTH ELECTION DISTRICT**

No. 167  
All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Ewingtown being designated on Map 11, Block 7, as Parcel 55, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$13,320, assessed to Marcellus H. Back for \$266.38 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 168  
All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located w/Dud Cor - Crumpton Rd. S/Crumpton being designated on Map 6, Block 13, as Parcel 127, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$10,320, assessed to Wm. H. & Margaret A. Brown for \$221.88 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 169  
All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located N/Side Md. Rt. 313 - S/W Millington being designated on Map 2, block 19, as Parcel 8, Queen Anne's County Tax Maps, consisting of 2,250 acres of land, more or less and improvements. Assessed value \$69,420, assessed to Chesapeake Steel Inc. for \$1539.18 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 170  
All that lot or parcel of land lying and being in the 7th Election District of

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## Legal Notices

Queen Anne's County, Maryland, located lot 14-2 at 2-Sect. 1-Ford's Landing being designated on Map 6, Block 3, as Parcel 156, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$35,330, assessed to Raymond R. Clark, et al for \$759.59 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 171

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located N/Side Cross St. in Crumpton being designated on Map 5A, Block 6, as Parcel 11, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$14,740, assessed to Helen W. Colonna for \$316.91 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 172

All that lot or parcel of land being in the 7th Election District of Queen Anne's County, Maryland, located w/side Big Woods Rd. being designated on Map 12, Block 7, as Parcel 231, Queen Anne's County Tax Maps, consisting of 2.2 acres of land, more or less. Assessed value \$850.00, assessed to Consolidated Sec. S/L for \$18.28 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 173

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located lot 29 - Piney Ridge being designated on Map 1, Block 18, as Parcel 77, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$14,510.00, assessed to Gerald C. Davidson for \$311.96 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 174

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located N/side S/Pondtown Rd. being designated on Map 11, Block 6, as Parcel 136, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and im-

provements. Assessed value \$440.00, assessed to Wm. H. & Arnita Green for \$17.42 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 180

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located w/side Md. Rt. 313 being designated on Map 2, Block 14, as Parcel 19, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$12,480.00, assessed to Isabelle Gsell for \$268.32 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 181

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located Lot 7 Dogwood Lodge being designated on Map 6, Block 2, as Parcel 115, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$9980., assessed to David T. Heimback for \$214.57 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 182

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Ewingtown being designated on Map 11, Block 7, as Parcel 90, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$10,340, assessed to George E. Hollaway for \$222.31 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 183

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on I.B. - Pondtown Rd. being designated on Map 11, Block 6, as Parcel 20, Queen Anne's County Tax

Maryland, located on Pine Tree Rd. near Pondtown being designated on Map 11, Block 6, as Parcel 139, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$11,460, assessed to Barbara R. Wilson for \$246.39 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 190

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Millington being designated on Map 1, Block 18, as Parcel 29, Queen Anne's County Tax maps, consisting of a lot and improvements. Assessed value \$6990, assessed to Donald & Gloria Wissman for \$150.29 taxes in arrears plus interest, costs, and expenses to day of sale.

## INCORPORATED TOWNS

## CENTREVILLE

Jean B. Bennett \$138.62

Rosie K. &amp; Richard Nichols 6.50

Ann M. Pritchett 39.03

## MILLINGTON

John D &amp; Julia King 369.98

WILLIAM H. TOLSON

TREASURER

for

QUEEN ANNE'S COUNTY

MARYLAND

value \$6810.00, assessed to Wm. D. & Edwin A. Duckery for \$146.41 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 175  
All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located lot 6-Plat Pear Tree Point being designated on Map 4, Block 15, as Parcel 73, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$12,690.00, assessed to Torsten F.A. & Esther Edvar for \$304.45 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 176  
All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located N/side Rt. 544 - W/McGinnis Cor. being designated on Map 5, Block 21, as Parcel 106, Queen Anne's County Tax Maps, consisting of 3 acres of land, more or less and improvements. Assessed value \$6610.00, assessed to Catherine C. Farrow, et al for \$142.11 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 177  
All that lot or parcel of land lying and being the 7th Election District of Queen Anne's County, Maryland, located W/side - Big Woods Rd. S/Pondtown being designated on Map 12, Block 13, as Parcel 195, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less. Assessed value \$850.00, assessed to Julia Gibbs, Heirs for \$18.28 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 178  
All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located E/Ewingtown Rd. being designated on Map 11, Block 7, as Parcel 46, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$8150.00, assessed to Steven Gibbs for \$175.23 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 179  
All that lot or parcel of

land, more or less and improvements. Assessed value \$4120., assessed to Medford & Dorothy Kilson for \$88.58 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 184  
All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Sandtown on Rt. 313 being designated on Map 2, Block 14, as Parcel 32, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$8080., assessed to John D. & Julia King for \$224.89 taxes, in arrears plus interest, costs, and expenses to day of sale.

No. 185  
All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located Lot 16 Pine Cove being designated on Map 5, Block 9, as Parcel 295, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2070., assessed to New Kent Homes, Inc. for \$44.51 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 187  
All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Pondtown being designated on Map 5, Block 18, as Parcel 85, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$11,030, assessed to Clarence D. Ringgold for \$237.14 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 188  
All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Ewingtown being designated on Map 11, Block 7, as Parcel 103, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$9500, assessed to Linwood & Anna Ringgold for \$174.93 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 189  
All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County,

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**Legal Notices**

**TAX SALES**

Under and by virtue of the authority vested in the undersigned by the laws of the State of Maryland, Acts of the General Assembly of Maryland for the year 1957, Chapter 305, applicable to the collection of State and County Taxes within Queen Anne's County, THE COUNTY TREASURER FOR QUEEN ANNE'S COUNTY hereby gives notice that the following taxes are due and owing for the State, County and Town for the years 80-81 - 81-82 thru June 30, 1982 inclusive, there will be added to each of the following amounts, interest, fees and costs.

Unless payment be made in full of said taxes together with all interests and costs accrued thereon before the third Tuesday in May of 1982 to wit:

**TUESDAY  
MAY 18, 1982**

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

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

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

All properties will be sold without warranty of title or representation as to com-

Queen Anne's County Tax Maps, consisting of 20 acres of land, more or less and improvements. Assessed value \$6,980.00, assessed to Grece B. Damly for \$150.07 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 5  
All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located S/side Md. Rd. 302 - N/W Templeville being designated on Map 25, Block 4, as Parcel 40, Queen Anne's County Tax Maps, consisting of 3.945 acres of land, more or less and improvements. Assessed value \$4,110.00, assessed to James W. & Ruth A. Doemling for \$85.72 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 7  
All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located S/MD. Rt. 302 w/Barclay being designated on Map 18, Block 22, as Parcel 88, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$800.00, assessed to Isaac A. & Joyce E. Johnson for \$17.20 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 8  
All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located S/side Dixon Tavern Rd. N/E Barclay being designated on Map 19, Block 7, as Parcel 63, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value \$2,000.00, assessed to Norris M. & Ruby H. Johnson for \$43.00 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 9  
All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located N/W Busic Ch-Anderson Cor. Rd. being designated on Map 20, Block 13, as Parcel 39, Queen Anne's County Tax Maps, consisting of 63 acres of land, more or less

**Legal Notices**

**SECOND ELECTION DISTRICT**

No. 17  
No. 18

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located Lots 488-489 - Chester Harbor being designated on Map 10, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$2180.00, assessed to Kendall I. Boggs for \$140.61 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 18  
All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located W/Rt. 213 in Church Hill being designated on Map 23, Block 1, as Parcel 71, Queen Anne's County Tax Maps, consisting of a lot, more or less and improvements. Assessed value \$10,710.00, assessed to Thomas J. & Patricia G. Bostic for \$230.26 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 20  
All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located E/Rabbit Hill Rd. - Price being designated on Map 30, Block 9, as Parcel 66, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$4,270.00, assessed to Warren K. Brooks for \$91.81 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 21  
All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located Lots 378-379 Chester Harbor being designated on Map 10, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$14,880.00, assessed to Marjoria A. Brown for \$319.92 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 22  
All that lot or parcel of land lying and being in the 2nd Election District of

or less and improvements. Assessed value \$9,300.00, assessed to Wm. H. & Joanne Ervin for \$323.79 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 28  
All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located N/Rt. 213 E/Chestertown being designated on Map 9, Block 6, as Parcel 113, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$14,320.00, assessed to Joseph Grader, Jr. for \$307.83 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 31  
All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located lots 67-68 - Chester Harbor being designated on Map 10, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$20,350.00, assessed to John W. McGinnis, Jr. for \$437.53 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 32  
All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located lots 444 & 445 - Chester Harbor being designated on Map 10, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$2,080.00, assessed to Newkent Homes, Inc. for \$127.49 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 33  
All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located W/End Rolph Wharf Rd. S/E Chestertown being designated on Map 16, Block 2, as Parcel 2, Queen Anne's County Tax Maps, consisting of 5.844 acres of land, more or less and improvements. Assessed value \$113,620.00, assessed to Rolph's Wharf Marina, Inc. for \$2,442.83 taxes in arrears plus interest, costs, and expenses to day of sale.

**Legal Notices**

3rd Election District of Queen Anne's County, Maryland, located E/Burnsville being designated on Map 28, Block 4, as Parcel 10, Queen Anne's County Tax Maps, consisting of 1.223 acres of land, more or less. Assessed value \$1500, assessed to William Blake for \$32.25 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 39  
All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located N/W Commerce St. in Centreville being designated on Map C614, as Parcel 49, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$6460, assessed to Arthur & Bernard Cartar for \$138.89 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 40  
All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located N/W Commerce St. in Centreville being designated on Map C614, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$860, assessed to Edgar & Beulah Deshields for \$18.49 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 41  
All that lot or parcel of land lying and being in the 4rd Election District of Queen Anne's County, Maryland, located N/Md. Rt. 404 E/Wye Mills being designated on Map 67, Block 10, as Parcel 13, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$15,840, assessed to Susie Green & Walter Brock for \$58.05 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 43  
All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located E/Burnsville Rd. being designated on Map 28, Block 5, as Parcel 14, Queen Anne's County Tax Maps, consisting of 2.44 acres of land.



**Legal Notices**

No. 49

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located lot 8-Tall Timbers being designated on Map 36, Block 10, as Parcel 55, Queen Anne's County Tax maps, consisting of a lot of land, more or less. Assessed value \$4330, assessed to John J. & Julie S. Robinson for \$93.09 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 51

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located N/E Kidwall Lane in Centreville being designated on Map C618, as Parcel 3, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$18,370, assessed to Kenneth L. & Barbara Wilmer for \$394.96 taxes in arrears plus interest, costs, and expenses to day of sale.

**FOURTH ELECTION DISTRICT**

No. 52

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Cloverfields - Lot 47, Blk F, Plat 4 being designated on Map 49B, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2,910, assessed to Caesar Y. & Esperanza Alzona for \$62.56 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 53

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Marling Farms, Lot B, Section 7 being designated on map 64, Block 16, as Parcel 258, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$35,650, assessed to James F. & Virginia Arthey for \$766.48 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 55

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Point Farm - Lot 17A being

arrears plus interest, costs, and expenses to day of sale.

No. 62

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 7, E/size Cox Neck Rd., S/Chester being designated on Map 64, Block 1, as Parcel 42, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$656, assessed to Albert & Joen Brown for \$14.11 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 63

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Tower Gardens - Lot 24, Blk N, being designated on Map 76, Block B, as Parcel 14, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$27,852, assessed to Robert & Cynthia Burtis for \$598.82 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 64

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Tower Gardens, Lot 4, Blk C, being designated on Map 76, Block 8, as Parcel 14, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$46,402, assessed to Carl C. & Paris M. Campbell for \$997.64 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 65

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Bay City - Lots 13-14, Blk 27, Sec. 2 being designated on Map 56A, Queen Anne's County Tax maps, consisting of 2 lots. Assessed value \$973, assessed to Eugene M. & Mayne Caperna for \$20.92 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 66

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Back Road in Stevensville being

No. 72

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Old Love Point Rd. N/Stevensville being designated on Map 48, Block 12, as Parcel 66, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$200, assessed to Winter Edwin Crouch for \$4.30 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 73

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Rt. 8 - S/Stevensville being designated on Map 63, Block 2, as Parcel 166, Queen Anne's County Tax Maps, consisting of 6.318 acres of land, more or less. Assessed value \$6,300, assessed to James B. Cunningham for \$135.45 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 74

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lot 29, Blk G, Sec. 1 being designated on Map 70B, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1,969, assessed to Jackie Curnutt for \$42.33 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 75

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Cloverfields - Lot 39, Blk B, Plat 5, being designated on Map 49A, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1,772, assessed to Myrtle Cushing for \$105.08 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 76

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 20 - Cove Creek Club - Plot 3 being designated on Map 76, Block 16, as Parcel 23, Queen Anne's County Tax Maps, consisting of 1.185

**Legal Notices**

No. 81

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lots 14-16 - Blk M. - Sect. 3 being designated on Map 70A, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value \$18,144, assessed to Carolyn M. & Howard W. Duvel, Sr. for \$390.09 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 82

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Bay City - Lots 9 & 10, Blk 24, Sec. 2 being designated on Map 56A, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value \$34,976, assessed to Garfield L. Foulkes for \$751.98 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 84

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located N/Batts Neck Rd -S/Stevensville - Tract 19 being designated on Map 63, Block 16, as Parcel 132, Queen Anne's County Tax Maps, consisting of 5.653 acres of land, more or less. Assessed value \$1,413, assessed to James & Angela Gomoljack for \$30.38 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 85

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located S/Md. Rt. 552 - Dominion being designated on Map 64, Block 3, as Parcel 87, Queen Anne's County Tax maps, consisting of a lot and improvements. Assessed value \$2,128, assessed to Ernest L. & Bertha L. Graham for \$45.75 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 86

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County,

health regulations.

The names of the person or persons to whom the respective parcels or lots of land and improvements, if any, are assessed with a brief description thereof, the District in which the same is located, together with the amount of taxes due and in arrears are as follows: INTERESTS COSTS, FEES, AND EXPENSES: TO BE ADDED.

#### FIRST ELECTION DISTRICT

No. 1

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located E/Md. 313 Barclay being designated on Map 18, Block 24, as Parcel 23, Queen Anne's County Tax Maps, consisting of 1.281 acres of land, more or less and improvements. Assessed value \$30,570, assessed to James F. Blackston, et al for \$657.26 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 2

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located S/MD. Rt. 300 w/Sudlersville being designated on Map 12, Block 22, as Parcel 254, Queen Anne's County Tax Maps, consisting of 12.201 acres of land, more or less and improvements. Assessed value \$6360.00, assessed to Terrance E. Bratcher for \$136.74 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 3

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located E/U.S. Rt. 313 - Barclay being designated on Map 24, Block 6, as Parcel 167, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$7,170.00, assessed to Herbert M. & Emma S. Collier for \$154.16 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 4

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located E/Bear Pond Rd. N/Templeville being designated on Map 20, Block 15, as Parcel 72,

and improvements, assessed

value \$15,430.00, assessed to Wm. C. & Kathleen Kahler for \$331.74 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 10

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located N/side Md. Rd. 302 in Templeville being designated on Map 26, Block 9, as Parcel 63, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$23,350.00, assessed to William H. & Helen Knotts for \$596.35 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 11

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located S/Will Smith Rd - N/E Ingleside being designated on Map 32, Block 7, as Parcel 5, Queen Anne's County Tax Maps, consisting of 15,858 acres of land, more or less. Assessed value \$4,930.00, assessed to Hugh F. & Barbara J. McDonald for \$105.99 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 12

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located S/side Md. Rt. 300 - W/Sudlersville being designated on Map 12, Block 22, as Parcel 12, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less and improvements. Assessed value \$3230.00, assessed to Genevieve Potts for \$69.44 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 14

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located N/Md Rt. 300 E/Peters Cor. being designated on Map 14, Block 7, as Parcel 45, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less and improvements. Assessed value \$14,540.00, assessed to Ronald E. & Virginia Reece for \$289.37 taxes in arrears plus interest, costs, and expenses to day of sale.

Queen Anne's, Maryland,

located S/Md. Rt. 19 - Roberts being designated on Map 24, Block 19, as Parcel 118, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$5,260.00, assessed to Wm. H. & Mildred Cannon for \$130.23 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 23

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located S/Rt. 213 S/E Chestertown being designated on Map 10, Block 14, as Parcel 50, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$189,700, assessed to Dawson Enterprises, Inc. for \$4078.55 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 25

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located S/Side Buzzards Lane in Church Hill being designated on Map 23, Block 1, as Parcel 118, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$4,540.00, assessed to Ralph M. & Henrietta Dodd for \$97.61 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 26

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located W/Barclay Rd. - E/ Church Hill being designated on Map 23, Block 1, as Parcel 157, Queen Anne's County Tax Maps, consisting of 8.233 acres of land, more or less and improvements. Assessed value \$42,040.00, assessed to Martin & Ieva Ertz for \$903.86 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 27

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located Lots 239-240 Chester Harbor being designated on Map 10, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more

to day of sale.

No. 34

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located S/Rt. 19 in Church Hill being designated on Map 23, Block 1, as Parcel 95, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$1,210, assessed to Walter Tilghman for \$50.95 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 35

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located lots 140-141 Chester Harbor being designated on Map 10, Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$1,920, assessed to Jerome & Gwendolyn Watts for \$41.28 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 36

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located S/side Flat Iron Sq. Rd. - S/E Starkey's Cor. being designated on Map 22, Block 22, as Parcel 159, Queen Anne's County Tax Maps, consisting of 4 acres of land, more or less and improvements. Assessed value \$7,470.00, assessed to Ralph L. & May E. Wright for \$157.45 taxes in arrears plus interest, costs, and expenses to day of sale.

#### THIRD ELECTION DISTRICT

No. 37

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located 7/Liberty St. in Centreville being designated on Map Ce11, as Parcel 32, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$5250, assessed to Jean B. Bennett for \$112.88 taxes in arrears plus interest, costs, and expenses to day of sale.

Town Taxes \$38.62 and Water and Sewer \$100.00

No. 38

All that lot or parcel of land lying and being in the

more or less and improvements.

Assessed value \$17,190, assessed to Merlen & Raymond Hollis for \$412.38 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 45

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located W/Tilghman Ave. in Centreville being designated on Map Ce15, as Parcel 60, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$18,160, assessed to Paul H. & Diane Love for \$390.44 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 46

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located S/E Liberty St. in Centreville being designated on Map Ce14, as Parcel 30, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$17,790, assessed to Thomas M. Love Jr. & Margaret Abrem for \$382.49 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 47

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located S/Commerce St. in Centreville being designated on Map Ce17, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$300, assessed to Rosie K. & Richard Nichol for \$8.17 taxes in arrears plus interest, costs, and expenses to day of sale. Town taxes \$6.50

No. 48

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located S/Johnstown Lane in Centreville being designated on Map Ce11, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$6030, assessed to Ann M. Pritchett for \$115.73 taxes in arrears plus interest, costs, and expenses to day of sale. Town Taxes \$39.03



designated on Map 80, Block 12, as Parcel 3, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$18,224, assessed to Kenneth E. & Georgia A. Baker for \$303.14 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 57

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 60x280 - W/Md. Rt. 18 in Stevensville being designated on Map 56, Block 6, as Parcel 129, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$4,885, assessed to Richard B. & James Richard Baxter for \$105.03 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 59

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located N/1st Avenue - Dominion being designated on Map 64, Block 2, as Parcel 144, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$8,593, assessed to Roger D. & Dora R. Bogess for \$184.75 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 60

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Tower Gardens - Lot 8, Blk J, Plat 7 being designated on Map 76, Block B, as Parcel 14, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$32,849, assessed to James P. & Diane P. Borgia for \$706.25 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 61

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lots 17-19, Blk L, Sec. 1, being designated on Map 70B, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value \$17,721, assessed to Howard L. & Mary M. Brinkley for \$381.00 taxes in

designated on Map 56, Block 6, as Parcel 73, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$3,020, assessed to John R. & Ruth Cartar for \$64.93 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 67

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located S/Lane To Lee Property - Chester being designated on Map 57, Block 9, as Parcel 272, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$10,221, assessed to Charles L. & Geraldine Chambers for \$219.75 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 69

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/Dominion Little Creek Rd. - Dominion being designated on Map 64, Block 3, as Parcel 204, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$3,773, assessed to Consolidated Sac. S & L for \$81.12 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 70

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Castle Marine Lot 29, Blk B, being designated on Map 57, Block 2, as Parcel 383, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$28,350, assessed to Nobla J. & Vivian C. Cresanto for \$707.36 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 71

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Cloverfields, Lot 29, Blk J, Plat 3 being designated on Map 49D, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$435, assessed to Jesse J. & Dorothy M. Crofts for \$9.35 taxes in arrears plus interest, costs, and expenses to day of sale.

acres of land, more or less. Assessed value \$10,500, assessed to John Dalkowski for \$225.75 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 77

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Side Beck Lane in Stevensville being designated on Map 56, Block 5, as Parcel 153, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$2,750, assessed to John A. Dalkowski III & R. Ronald Sinclair for \$59.13 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 78

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located S/Side Benton Rd. - N/ Stevensville being designated on Map 48, Block 24, as Parcel 104, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value \$250, assessed to Davidson, Phillip J. & Mary E. for \$5.38 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 79

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lots 43-45 - Blk N, Sect. 2 being designated on Map 70B, Queen Anne's County Tax Maps, consisting of 2 lots of land, more or less. Assessed value \$984, assessed to Mary & Henry DeHoyos, Sr for \$21.16 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 80

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Piney Narrows Yacht Home Condos, Phase 1 - Unit C-31 being designated on Map 57, Block 10, as Parcel 455, Queen Anne's County Tax Maps, consisting of a boat slip and improvements. Assessed value \$4,490, assessed to Joseph & Delores Elm for \$96.54 taxes in arrears plus interest, costs, and expenses to day of sale.

Neck Rd, S/Chester being designated on Map 57, Block 20, as parcel 127, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$9,131, assessed to Lawrence W. & Evelyn Green for \$363.83 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 87

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Back Rd. in Stevensville being designated on Map 56, Block 6, as Parcel 72, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$1,869, assessed to Rudolph C. & Bernadette O. Green for \$40.18 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 88

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Castle Marina - Lot 13, Blk A, being designated on Map 57, Block 2, as Parcel 383, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$38,211, assessed to Harvey R. & Thelma B. Hammar for \$1065.54 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 90

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Harbor View - Lot 2, Blk S being designated on Map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$22,420, assessed to Heritage Enterprisas, Inc. for \$609.42 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 91

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located S/Md. Rt. 1B - Chester being designated on Map 57, Block 8, as parcel 146, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$8,656, assessed to Jos. P. Norma A. Hornay for \$186.11 taxes in arrears plus interest, costs, and expenses to day of sale.

**Legal Notices**

No. 49

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 8-Tall Timbers being designated on Map 36, Block 10, as Parcel 55, Queen Anne's County Tax maps, consisting of a lot of land, more or less. Assessed value \$430, assessed to John J. & Julie S. Robinson for \$30.09 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 51

All that lot or parcel of land lying and being in the 3rd election District of Queen Anne's County, Maryland, located N/E Kidwell Lane in Centreville being designated on Map C-18, as Parcel 3, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$18,370, assessed to Kenneth L. & Barbara Wilmer for \$394.96 taxes in arrears plus interest, costs, and expenses to day of sale.

**FOURTH ELECTION DISTRICT**

No. 52

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Cloverfields - Lot 47, Blk F, Plat 4 being designated on Map 49B, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2,910, assessed to Caesar Y. & Esperanza Alzona for \$62.56 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 53

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Marling Farms, Lot 8, Section 7 being designated on map 64, Block 16, as Parcel 258, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$35,650, assessed to James F. & Virginia Arthoy for \$766.48 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 55

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Point Farm - Lot 17A being

arrears plus interest, costs, and expenses to day of sale.

No. 62

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 7, E/side Cox Neck Rd., S / Chester being designated on Map 64, Block 1, as Parcel 42, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$656, assessed to Albert & Joen Brown for \$14.11 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 63

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Tower Gardens - Lot 24, Blk N, being designated on Map 76, Block 8, as Parcel 14, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$27,852, assessed to Robert & Cynthia Burtis for \$598.82 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 64

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Tower Gardens, Lot 4, Blk C, being designated on Map 76, Block 8, as Parcel 14, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$46,402, assessed to Carl C. & Paris M. Campbell for \$997.64 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 65

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Bay City - Lots 13-14, Blk 27, Sec. 2 being designated on Map 56A, Queen Anne's County Tax maps, consisting of 2 lots. Assessed value \$973, assessed to Eugene M. & Mayne Coparna for \$20.92 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 66

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Back Road in Stevensville being

No. 72

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Old Love Point Rd. N/Stevensville being designated on Map 48, Block 12, as Parcel 66, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$200, assessed to Winter Edwin Crouch for \$4.30 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 73

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Rt. 8 - S/Stevensville being designated on Map 63, Block 2, as Parcel 166, Queen Anne's County Tax Maps, consisting of 6.318 acres of land, more or less. Assessed value \$6,300, assessed to James B. Cunningham for \$135.45 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 74

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lot 29, Blk G, Sec. 1 being designated on Map 70B, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1,969, assessed to Jackie Curnutt for \$42.33 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 75

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Cloverfields - Lot 39, Blk B, Plat 5, being designated on Map 49A, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1,772, assessed to Myrtle Cushing for \$105.09 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 76

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 20 - Cove Creek Club - Plat 3 being designated on Map 76, Block 16, as Parcel 23, Queen Anne's County Tax Maps, consisting of 1.185

No. 81

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lots 14-16 - Blk M. - Sact. 3 being designated on Map 70A, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value \$18,144, assessed to Carolyn M. & Howard W. Duval, Sr. for \$390.09 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 82

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Bay City - Lots 9 & 10, Blk 24, Sec. 2 being designated on Map 56A, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value \$34,976, assessed to Garfield L. Foulkes for \$751.98 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 84

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located N/Batts Neck Rd - S/Stevensville - Tract 19 being designated on Map 63, Block 16, as Parcel 132, Queen Anne's County Tax Maps, consisting of 5.653 acres of land, more or less. Assessed value \$1,413, assessed to James & Angela Gomoljack for \$30.38 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 85

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located S/Md. Rt. 552 - Dominion being designated on Map 64, Block 3, as Parcel 87, Queen Anne's County Tax maps, consisting of a lot and improvements. Assessed value \$2,128, assessed to Ernest L. & Bertha L. Graham for \$45.75 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 86

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County,

designated on Map 80, Block 12, as Parcel 3, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$18,224, assessed to Kenneth E. & Georgia A. Baker for \$303.14 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 57

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 60x280 - W/Md. Rt. 18 in Stevensville being designated on Map 56, Block 6, as Parcel 129, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$4,885, assessed to Richard B. & James Richard Baxter for \$105.03 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 59

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located N/1st Avenue - Dominion being designated on Map 64, Block 2, as Parcel 144, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$8,593, assessed to Roger D. & Dora R. Bogess for \$184.75 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 60

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Tower Gardens - Lot 8, Blk J, Plat 7 being designated on Map 76, Block 8, as Parcel 14, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$32,849, assessed to James P. & Diane P. Borga for \$706.25 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 61

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lots 17-19, Blk L, Sec. 1, being designated on Map 70B, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value \$17,721, assessed to Howard L. & Mary M. Brinkley for \$381.00 taxes in

designated on Map 56, Block 6, as Parcel 73, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$3,020, assessed to John R. & Ruth Carter for \$64.93 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 67

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located S/Lane To Lee Property - Chester being designated on map 57, Block 9, as Parcel 272, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$10,221, assessed to Charles L. & Geraldine Chambers for \$219.75 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 69

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/Dominion Little Creek Rd. - Dominion being designated on Map 64, Block 3, as Parcel 204, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$3,773, assessed to Consolidated Sec. S & L for \$81.12 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 70

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Castle Marina Lot 29, Blk B, being designated on Map 57, Block 2, as Parcel 383, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$28,350, assessed to Noble J. & Vivian C. Cresanto for \$707.36 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 71

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Cloverfields, Lot 29, Blk J, Plat 3 being designated on Map 49D, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$435, assessed to Jesse J. & Dorothy M. Crotts for \$9.35 taxes in arrears plus interest, costs, and expenses to day of sale.

acres of land, more or less. Assessed value \$10,500, assessed to John Delkowski for \$225.75 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 77

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Side Back Lane in Stevensville being designated on Map 56, Block 5, as Parcel 153, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$2,750, assessed to John A. Dalkowski III & R. Ronald Sinclair for \$59.13 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 78

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located S/Side Benton Rd. - N/ Stevensville being designated on Map 48, Block 24, as Parcel 104, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value \$250, assessed to Davidson, Philip J. & Mary E. for \$5.38 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 79

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kant Island Estates - Lots 43-45 - Blk N, Sect. 2 being designated on Map 70B, Queen Anne's County Tax Maps, consisting of 2 lots of land, more or less. Assessed value \$984, assessed to Mary & Henry DeHoyos, Sr. for \$21.16 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 80

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Piney Narrows Yacht Home Condos, Phase 1 - Unit C-31 being designated on Map 57, Block 10, as Parcel 455, Queen Anne's County Tax Maps, consisting of a boat slip and improvements. Assessed value \$4,490, assessed to Joseph & Delores Elm for \$96.54 taxes in arrears plus interest, costs, and expenses to day of sale.

Neck Rd. S/Chester being designated on Map 57, Block 20, as parcel 127, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$9,131, assessed to Lawrence W. & Evelyn Green for \$363.83 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 87

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Beck Rd. in Stevensville being designated on Map 56, Block 6, as Parcel 72, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$1,869, assessed to Rudolph C. & Bernadette O. Graen for \$40.18 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 88

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Castle Marina - Lot 13, Blk A, being designated on Map 57, Block 2, as Parcel 383, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$38,211, assessed to Harvey R. & Thelma B. Hammer for \$1065.54 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 90

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Harbor View - Lot 2, Blk S being designated on map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$22,420, assessed to Heritage Enterprises, Inc. for \$609.42 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 91

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located S/Md. Rt. 18 - Chester being designated on Map 57, Block 8, as parcel 146, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$8,656, assessed to Jos. P. Norma A. Horney for \$186.11 taxes in arrears plus interest, costs, and expenses to day of sale.

## Legal Notices

No. 92

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lots 18 & part of 20, Blk V, Sec. 3, being designated on Map 70A, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2,688, assessed to Charles S. & Mery Hoyt for \$57.79 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 93

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/Side Batts Neck Rd - S/Stevensville being designated on Map 63, Block 8, as Parcel 15, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$5,386, assessed to W. Hudson & Shelida Bailey for \$115.80 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 94

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lot 19, Blk F - Sec. 2, being designated on Map 70B, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2,454, assessed to Sylvia J. & Carter A. Jenkins III for \$52.76 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 96

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lots 28-28 - Blk S - Sec. 3 being designated on Map 70A, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value \$3,584, assessed to Adamoula Kalfas for \$77.06 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 98

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 17, Blk E - Cloverfields being designated Map 49B, Queen Anne's County Tax

Maryland, located Lot 1 - Blk Y - Plat 1 - Cloverfields being designated on Map 49F, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$2100, assessed to Philip H. & Denise Marshner for \$45.15 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 104

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located adjoining lot 101 - Marling Farms being designated on Map 64, Block 23, as Parcel 233, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$5010, assessed to Kenneth L & Donna Martin for \$107.71 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 105

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Md. Rt. 18 S/Love Point being designated on Map 40, Block 23, as Parcel 51, Queen Anne's County Tax Maps, consisting of 38.92 acres of land, more or less and improvements. Assessed value \$5421, assessed to Norman C. Molz, et al for \$116.55 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 106

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 13-14, Blk Q - Queen Anne Colony being designated on Map 70C, Queen Anne's County Tax Maps, consisting of 2 lots of land, more or less. Assessed value \$11,376, assessed to James Moore for \$244.58 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 107

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located N/Md. Rt. 18 - E/Chester being designated on Map 57, Block 10, as Parcel 93, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$24,049, assessed to Thomas W. & Elizabeth Nash for \$517.05 taxes in

## Legal Notices

ing designated on Map 76, Block 8, as Parcel 14, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$6038, assessed to Raymond L. & Wilma J. Reinders for \$129.82 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 115

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 95, Sec. 1 - Marling Farms being designated on map 64, Block 16, as Parcel 209, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$14,299, assessed to Collier D. & Alice Smith for \$307.43 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 116

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/MD. Rt. 552 - Chester being designated on Map 57, Block 9, as Parcel 228, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$7255, assessed to Elwood S, Jr., & Edna C. Smith for \$155.99 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 117

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Old Love Pt. Rd. N/Stevensville being designated on Map 48, Block 12, as Parcel 63, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$7390, assessed to Viola V. Spence for \$158.89 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 118

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Piney Narrows Yacht Haven Condo - Unit F-29 being designated on map 57, Block 10, as Parcel 455, Queen Anne's County Tax Maps, consisting of a boat slip and improvements. Assessed value \$7700,

Maryland, located Lot 25 - Blk F - Plat 4 - Cloverfields being designated on Map 49B, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$3189, assessed to Eliz. P. Wagner & Peggy Raxrode for \$68.57 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 124

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Bay City - Lot 20, Blk 26 - Sec. 2 being designated on Map 56A, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$23,843, assessed to Robert G. & Joann Webb for \$512.62 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 125

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located 25 feet of lot 24 - Blk BB - Plat 6 - Cloverfields being designated on Map 49E, Queen Anne's County Tax Maps, consisting of 25 ft. of land, more or less. Assessed value \$492, assessed to Roger L. & Patricia A. Weese for \$10.57 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 126

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/Cox Neck Rd. - S/Chester being designated on Map 57, Block 20, as Parcel 136, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$4,770, assessed to Margaret White Heirs for \$102.55 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 129

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 17 - Kent Point Farm being designated on Map 80, Block 12, as Parcel 3, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$13,650, assessed to Alen E. Withers for \$293.48

Maps, consisting of a lot of land, more or less. Assessed value \$1772, assessed to Robert P. Lerch for \$114.30 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 99  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/side Md. Rt. 18 being designated on map 56, Block 6, as Parcel 130, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$3913, assessed to Wm. T. & Louise Lowery for \$84.13 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 100  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 11-12, Blk B -Romancoke-on-the-Bay being designated on Map 76A, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$3090, assessed to Robert L. & Susan J. Lynch for \$66.44 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 101  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 2 - Blk 2 - Sec. 1 - Bay City being designated on Map 56A, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$13,829, assessed to Robert M. & Judith Machorin for \$297.32 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 102  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 3, Blk Y - Plat 1 -Cloverfields being designated on Map 49F, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$1969, assessed to Marie D. Marshner for \$42.33 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 103  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County,

arrears plus interest, costs, and expenses to day of sale.

No. 108  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 4 - Blk J Sec. 1 - K.I. Estates being designated on Map 70B, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$426, assessed to Wm. E. & Margaret Nesbitt for \$9.15 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 111  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Bodkin Island being designated on Map 71, Block 15, as Parcel 2, Queen Anne's County Tax Maps, consisting of an island and improvements. Assessed value \$26,625, assessed to Wayne L. & Sarah R. O'Rourke for \$572.44 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 112  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 30, Plat 3, Cove Creek Club, being designated on Map 76, Block 16, as Parcel 5, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$51,448, assessed to Park Development Corp. for \$1,106.13 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 113  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/side Cox Neck Rd. S/Chester being designated on Map 57, Block 20, as Parcel 375, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$13,169, assessed to Robert E. & Loretta Pulley for \$283.13 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 114  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 9, Blk K. Tower Gardens be-

assessed to Donald W. & Kathleen Spigner for \$165.55 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 119  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 37 - Blk H - Sec. 3 Kent Island Estates being designated on Map 70A, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$1792, assessed to Mary H. Stevenson & Mary S. Alben for \$38.52 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 120  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 20, Blk H - Sec. 2 -Romencoke-on-the-Bay being designated on Map 76A, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$585, assessed to David A. Swinburne for \$12.58 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 121  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/Cox Neck Rd. - S/Chester being designated on Map 57, Block 19, as Parcel 114, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$1620, assessed to Jordan Taylor, Heirs for \$34.83 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 122  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Piney Narrows Yacht Haven Condos - Unit D - 32 being designated on Map 57, Block 10, as Parcel 455 Queen Anne's County Tax maps, consisting of a boat slip and improvements. Assessed value \$4540, assessed to Arthur T. & Linda P. Venwart for \$97.61 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 123  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County,

taxes in arrears plus interest, costs, and expenses to day of sale.

#### FIFTH ELECTION DISTRICT

No. 131  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Arrington Rd. being designated on map 59, Block 24, as Parcel 74, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value \$1120, assessed to Grace Eliz. Brown for \$24.08 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 132  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Melvin Ave. in Grasonville being designated on Map 58, Block 22, as Parcel 254, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$10,070, assessed to Lester & Carrie Burke for \$216.51 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 133  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Winchester Ests. Lot 2 Sect. 1 being designated on Map 58, Block 16, as Parcel 718, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$21,670, assessed to James H. & Peggy Comegys for \$465.91 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 135  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Gresonville Cemetery Lane being designated on Map 58, Block 24, as Parcel 693, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1980, assessed to Catherine A. Derickson for \$42.57 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 137  
All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near



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## Legal Notices

Wye Mills being designated on Map 60, Block 14, as Parcel 79, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$10,280, assessed to Frances L. Ford for \$221.02 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 138

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Scottown Dev. Lot 2 Blk. A being designated on Map 60, Block 14, as Parcel 88, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$14,390, assessed to Clarence E. & Betty Gaham for \$309.39 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 140

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Bennetts Pt. Rd. being designated on Map 66, Block 7, as Parcel 37, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$10,170, assessed to Lee & Lillian Higdon for \$174.12 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 141

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Gasonville on Coursey Rd. being designated on Map 58, Block 14, as Parcel 104, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2520, assessed to John F. Homey for \$54.18 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 142

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Gasonville on Rt. 18 being designated on Map 58, Block 18, as Parcel 580, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$9430, assessed to George E. Hurdle for \$202.74 taxes in arrears plus interest, costs, and expenses to day of sale.

consisting of 1 acre of land, more or less. Assessed value \$2980, assessed to Mary Jane Lloyd et al. for \$64.07 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 149

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Gersonville on School House Lane being designated on Map 58, Block 22, as Parcel 262, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$6850, assessed to James D. & Sarah Robinson for \$147.28 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 150

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Rt. 50 N/W Wye Mills being designated on Map 60, Block 14, as Parcel 42, Queen Anne's County Tax Maps consisting of 1 acre of land, more or less and improvements. Assessed value \$15,430, assessed to Jerome Ryens et al. for \$331.74 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 151

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Rt. 50 S/E Queenstown being designated on Map 59, Block 4, as Parcel 143, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less and improvements. Assessed value \$29,790, assessed to W. Raymond & Dorothy Shanks for \$640.49 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 153

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Rt. 18 Gersonville being designated on Map 58, Block 23, as Parcel 402, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$9070, assessed to Wm. S. Jr. & Dollie Stevens for \$195.01 taxes in arrears plus interest, costs, and expenses to day of sale.

## Legal Notices

acres of land, more or less and improvements. Assessed value \$30,760, assessed to Frank & Velerie Coldwell for \$661.34 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 162

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located on Fox Meadow Rd. being designated on Map 61, Block 11, as Parcel 36, Queen Anne's County Tax Maps, consisting of 6 acres of land, more or less and improvements. Assessed value \$2370, assessed to Robert & Irene Hoxter for \$45.10 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 163

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located Rt. 309 S/E Sterr being designated on Map 61, Block 11, as Parcel 71, Queen Anne's County Tax Maps, consisting of 3 1/2 acres of land, more or less and improvements. Assessed value \$7,000, assessed to Percy Jacobs for \$150.50 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 164

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located lot 5 Lucky Shoe Ranchettes being designated on Map 38, Block 3, as Parcel 41, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$15,890, assessed to Raymond Jr. & Christine Jordan for \$341.64 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 165

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located lot 3 Lucky Shore Ranchettes being designated on Map 38, Block 3, as Parcel 41, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$20,850, assessed to Sewell & Pauline Pfeifer for \$448.28 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 166

All that lot or parcel of

Map 6, Block 3, as Parcel 158, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$35,330, assessed to Raymond R. Clerk, et al for \$759.59 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 171

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located N/Side Cross St. in Crumpton being designated on Map 5A, Block 6, as Parcel 11, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$14,740, assessed to Helen W. Colonna for \$316.91 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 172

All that lot or parcel of land being in the 7th Election District of Queen Anne's County, Maryland, located w/side Big Woods Rd. being designated on Map 12, Block 7, as Parcel 231, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less. Assessed value \$850.00, assessed to Consolidated Sec. S/L for \$18.28 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 173

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located lot 29 - Piney Ridge being designated on Map 1, Block 18, as Parcel 77, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$14,510.00, assessed to Gerald C. Davidson for \$311.96 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 175

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located lot 6-Plot 1-Pear Tree Point being designated on Map 4, Block 15, as Parcel 73, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$12,690.00, assessed to Torsten F.A. & Esther Edvar for \$304.45 taxes in arrears plus interest, costs, and expenses to day of sale.

## Legal Notices

14, as Parcel 19, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$12,480.00, assessed to Isabelle Gsell for \$268.32 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 181

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located Lot 7 Dogwood Lodge being designated on Map 6, Block 2, as Parcel 115, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$9980., assessed to David T. Heimbeck for \$214.57 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 182

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Ewingtown being designated on Map 11, Block 7, as Parcel 90, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$10,340, assessed to George E. Holleway for \$222.31 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 183

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on I.B. - Pondtown Rd. being designated on Map 11, Block 6, as Parcel 20, Queen Anne's County Tax Maps, consisting of 9 acres of land, more or less and improvements. Assessed value \$4120., assessed to Medford & Dorothy Kilson for \$88.58 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 184

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Sandtown on Rt. 313 being designated on Map 2, Block 14, as Parcel 32, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$8080., assessed to John D. & Julia King for \$224.89 taxes in arrears plus interest, costs, and expenses to day of sale.

NO. 143

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Grasonville on Melvin Ave. being designated on Map 58, Block 22, as Parcel 255, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$3480, assessed to Charles L. & Rite Jenkins for \$67.51 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 144

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Grevel Run Rd. in Grasonville being designated on Map 58, Block 22, as parcel 288, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$8190, assessed to Clyde P. & Mary C. Jenkins for \$176.09 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 145

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Rt. 50 N. Grasonville being designated on Map 58, Block 8, as Parcel 403, Queen Anne's County Tax Maps, consisting of 21.729 acres of land, more or less and improvements. Assessed value \$38,600, assessed to Kent Narrows Partnership for \$829.91 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 146

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Rt. 50 W/Wye Mills being designated on Map 67, Block 3, as Parcel 14, Queen Anne's County Tax Maps, consisting of 98 acres of land, more or less and improvements. Assessed value \$27,590, assessed to Daniel F. Kramer for \$533.19 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 147

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Wye Mills being designated on Map 60, Block 14, as Parcel 57, Queen Anne's County Tax Maps, con-

No. 154

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located White House Acres Lot 12 Sect. 2 being designated on Map 58, Block 23, as Parcel 730, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$85.30, assessed to Palmer & Linda Swenn for \$122.55 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 155

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Wye Neck Road being designated on Map 59, Block 23, as Parcel 95, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2,600, assessed to Ellen Marie Taylor for \$55.90 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 156

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Grasonville being designated on Map 58, Block 24, as Parcel 51, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2880, assessed to William C. Thomas for \$61.92 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 158

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located on Saw Mill Rd., Grasonville being designated on Map 58, Block 24, as Parcel 541, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$6180 assessed to Robert Veney & Annie Ewpli for \$132.87 taxes in arrears plus interest, costs, and expenses to day of sale.

**SIXTH ELECTION DISTRICT**

No. 160

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland, located on Shawn Rd. S/E Price St. being designated on Map 47, Block 1, as Parcel 27, Queen Anne's County Tax Maps, consisting of 19

land lying and being in the 6th Election District of Queen Anne's County, Maryland, located on Fox Meadow Rd. being designated on Map 61, Block 11, as Parcel 79, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$5970, assessed to Vincent & Margaret Wilson for \$114.55 taxes in arrears plus interest, costs, and expenses to day of sale.

**SEVENTH ELECTION DISTRICT**

No. 167

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Ewingtown being designated on Map 11, Block 7, as Parcel 55, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$13,320, assessed to Marcellus H. Beck for \$286.38 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 168

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located w/Dud Cor - Crumpton Rd. S/Crumpton being designated on Map 6, Block 13, as Parcel 127, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$10,320, assessed to Wm. H. & Margeret A. Brown for \$221.88 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 169

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located N/Side Md. Rt. 313 - S/W Millington being designated on Map 2, block 19, as Parcel 8, Queen Anne's County Tax Maps, consisting of 2,250 acres of land, more or less and improvements. Assessed value \$69,420, assessed to Chesapeake Steel Inc. for \$1539.18 taxes in arrears plus interest, costs, end expenses to day of sale.

No. 170

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located lot 14-Plat 2-Sect. 1-Ford's Land being designated on

sale.

No. 178

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located N/Side Rt. 544 - W/McGinnis Cor. being designated on Map 5, Block 21, as Parcel 106, Queen Anne's County Tax Maps, consisting of 3 acres of land, more or less and improvements. Assessed value \$6610.00, assessed to Catherine C. Farrow, et al for \$142.11 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 177

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located W/Side - Big Woods Rd. S/Pondtown being designated on Map 12, Block 13, as Parcel 195, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less. Assessed value \$850.00, assessed to Julie Gibbs, Heirs for \$18.28 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 178

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located E/Ewingtown Rd. being designated on Map 11, Block 7, as Parcel 46, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$8150.00, assessed to Steven Gibbs for \$175.23 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 179

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located N/S First St. in Ewingtown being designated on Map 11, Block 7, as Parcel 44, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value \$440.00, assessed to Wm. H. & Arnita Green for \$17.42 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 180

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located w/Side Md. Rt. 313 being designated on Map 2, Block

No. 185

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located Lot 18 Pine Cove being designated on Map 5, Block 9, as Parcel 295, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2070., assessed to New Kent Homes, Inc. for \$44.51 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 188

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Ewingtown being designated on Map 11, Block 7, as Parcel 103, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$8530, assessed to Linwood & Anna Ringgold for \$174.93 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 189

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located on Pine Tree Rd. near Pondtown being designated on Map 11, Block 6, as Parcel 139, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$11,460, assessed to Barbara R. Wilson for \$246.39 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 190

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Millington being designated on Map 1, Block 18, as Parcel 29, Queen Anne's County Tax maps, consisting of a lot and improvements. Assessed value \$6990, assessed to Donald & Gloria Wiseman for \$150.29 taxes in arrears plus interest, costs, and expenses to day of sale.

**INCORPORATED TOWNS CENTREVILLE**

Jean B. Bennett \$138.62

Rosie K. & Richard

Nichols 6.50

Ann M. Pritchett 39.03

**MILLINGTON**

John D & Julia King 369.98

WILLIAM H. TOLSON

TREASURER

for

QUEEN ANNE'S COUNTY

MARYLAND

**Legal Notices**

**TAX SALES**

Under and by virtue of the authority vested in the undersigned by the laws of the State of Maryland, Acts of the General Assembly of Maryland for the year 1957, Chapter 305, applicable to the collection of State and County Taxes within Queen Anne's County, **THE COUNTY TREASURER FOR QUEEN ANNE'S COUNTY** hereby gives notice that the following taxes are due and owing for the State, County and Town for the years 80-81 - 81-82 thru June 30, 1982 inclusive, there will be added to each of the following amounts, interest, fees and costs.

Unless payment be made in full of said taxes together with all interests and costs accrued thereon before the third Tuesday in May of 1982 to wit:

**TUESDAY  
MAY 18, 1982**

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

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

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

All properties will be sold without warranty of title or representation as to compliance with zoning of

designated on Map 18, Block 22, as Parcel 88, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$800.00, assessed to Isaac A. & Joyce E. Johnson for \$17.20 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 8

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located S/side Dixon Tavern Rd. N/E Barclay being designated on Map 19, Block 7, as Parcel 63, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value \$2,000.00, assessed to Norris M. & Ruby H. Johnson for \$43.00 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 9

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located N/W Busic Ch-Anderson Cor. Rd. being designated on Map 20, Block 13, as Parcel 39, Queen Anne's County Tax Maps, consisting of 63 acres of land, more or less and improvements. Assessed value \$15,430.00, assessed to Wm. C. & Kathleen Kahler for \$331.74 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 10

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located N/side Md. Rd. 302 in Templeville being designated on Map 26, Block 9, as Parcel 63, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$23,350.00, assessed to William H. II & Helen Knotts for \$596.35 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 12

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located S/side Md. Rt. 300 W/Sudlersville being designated on Map 12, Block 22, as Parcel 12, Queen Anne's County Tax

**Legal Notices**

interest, costs, and expenses to day of sale.

No. 21  
All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located Lots 378-379 Chester Harbor being designated on Map 10, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$14,880.00, assessed to Marjorie A. Brown for \$319.92 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 22

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located S/Md. Rt. 19 - Roberts being designated on Map 24, Block 19, as Parcel 118, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$5,260.00, assessed to Wm. H. & Mildred Cannon for \$130.23 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 23

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located S/Rt. 213 S/E Chestertown being designated on Map 10, Block 14, as Parcel 50, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$189,700, assessed to Dawson Enterprises, Inc. for \$4078.55 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 25

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located S/Side Buzzards Lane in Church Hill being designated on Map 23, Block 1, as Parcel 118, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$4,540.00, assessed to Relp M. & Henrietta Dodd for \$97.61 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 27

All that lot or parcel of land lying and being in the 2nd Election District of

provements. Assessed value \$1,210, assessed to Walter Tilghman for \$50.95 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 35

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located lots 140-141 Chester Harbor being designated on Map 10, Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$1,920, assessed to Jerome & Gwendolyn Watts for \$41.28 taxes in arrears plus interest, costs, and expenses to day of sale.

**THIRD ELECTION DISTRICT**

No. 37

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located 7/Liberty St. in Centreville being designated on Map Ce11, as Parcel 32, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$5250, assessed to Jean B. Bennett for \$112.88 taxes in arrears plus interest, costs, and expenses to day of sale.

Town Taxes \$38.62 and Water and Sewer \$100.00

No. 40

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located N/W Commerce St. in Centreville being designated on Map Ce14, as Parcel 46, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$860, assessed to Edgar & Beulah Deshields for \$18.49 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 45

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located W/Tilghman Ave. in Centreville being designated on Map Ce15, as Parcel 60, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$18,160, assessed to Paul H. & Diene Love for \$390.44 taxes in arrears plus interest, costs, and ex-

**Legal Notices**

Maryland, located Clover fields - Lot 47, Blk F, Plat 4 being designated on Map 49B, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2,910, assessed to Caesar Y. & Esperaza Alzona for \$62.58 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 53

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Marling Farms, Lot 8, Section 7 being designated on map 64, Block 16, as Parcel 258, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$35,650, assessed to James F. & Virginia Archey for \$766.48 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 55

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Point Farm, Lot 17A being designated on Map 80, Block 12, as Parcel 3, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$18,224, assessed to Kenneth E. & Georgia A. Baker for \$303.14 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 57

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 60x280 - W/Md. Rt. 18 in Stevensville being designated on Map 56, Block 6, as Parcel 129, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$4,885, assessed to Richard B. & James Richard Baxter for \$105.03 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 59

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located N/1st Avenue - Dominion being designated on Map 64, Block 2, as Parcel 144, Queen Anne's County Tax maps, consisting of a lot and improvements. Assessed value \$8,593, assessed



\$81.12 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 70

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Castle Marina Lot 29, Blk B, being designated on Map 57, Block 2, as Parcel 383, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$28,350, assessed to Noble J. & Vivian C. Cresanto for \$707.36 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 71

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Cloverfields, Lot 29, Blk J, Plat 3 being designated on Map 49D, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$435, assessed to Jesse J. & Dorothy M. Crofts for \$9.35 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 72

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Old Love Point Rd. N/Stevensville being designated on Map 48, Block 12, as Parcel 66, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$200, assessed to Winter Edwin Crouch for \$4.30 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 73

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Rt. 8 - S/Stevensville being designated on Map 63, Block 2, as Parcel 166, Queen Anne's County Tax Maps, consisting of 6.318 acres of land, more or less. Assessed value \$6,300, assessed to James B. Cunningham for \$135.45 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 74

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lot 29, Blk G, Sec. 1 being designated on Map 70B, Queen Anne's

No. 80

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Piney Narrows Yacht Home Condos, Phase 1 - Unit C-31 being designated on Map 57, Block 10, as Parcel 455, Queen Anne's County Tax Maps, consisting of a boat slip and improvements. Assessed value \$4,490, assessed to Joseph & Delores Elm for \$96.54 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 81

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lots 14-16 - Blk M. - Sect. 3 being designated on Map 70A, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value \$18,144, assessed to Carolyn M. & Howard W. Duval, Sr. for \$390.09 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 82

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Bay City - Lots 9 & 10, Blk 24, Sec. 2 being designated on Map 56A, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value \$34,976, assessed to Garfield L. Foulkes for \$751.98 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 84

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located N/Batts Neck Rd - S/Stevensville - Tract 19 being designated on Map 63, Block 16, as Parcel 132, Queen Anne's County Tax Maps, consisting of 5.653 acres of land, more or less. Assessed value \$1,413, assessed to James & Angela Gomoljack for \$30.38 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 86

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/Cox Neck Rd. S/Chester being

No. 92

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lots 1B & part of 20, Blk V, Sec. 3, being designated on Map 70A, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2,688, assessed to Charles S. & Mary Hoyt for \$57.79 taxes in arrears plus interest, costs, end expenses to day of sale.

No. 93

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/Side Batts Neck Rd - S/Stevensville being designated on Map 63, Block 8, as Parcel 15, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$5,386, assessed to W. Hudson & Sheldia Bailay for \$115.80 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 94

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lot 19, Blk F - Sec. 2, being designated on Map 70B, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2,454, assessed to Sylvia J. & Carter A. Jenkins III for \$52.76 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 96

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lots 26-28 - Blk S - Sec. 3 being designated on Map 70A, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value \$3,584, assessed to Adamoulia Kalfas for \$77.06 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 98

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 17, Blk E - Cloverfields being designated Map 49B, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed

4th Election District of Queen Anne's County, Maryland, located Lot 4 - Blk J - Sec. 1 - K.I. Estates being designated on Map 70B, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$426, assessed to Wm. E. & Margaret Nesbitt for \$9.15 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 111

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Bodkin Island being designated on Map 71, Block 15, as Parcel 2, Queen Anne's County Tax Maps, consisting of an island and improvements. Assessed value \$26,625, assessed to Wayne L. & Sarah R. D'Roark for \$572.44 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 112

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 30, Plat 3, Cove Creak Club, being designated on Map 76, Block 16, as Parcel 5, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$51,448, assessed to Park Development Corp. for \$1,106.13 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 113

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/Side Cox Neck Rd. S/Chaster being designated on Map 57, Block 20, as Parcel 375, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$13,169, assessed to Robert E. & Loretta Pulley for \$283.13 taxes in arrears plus interest, costs, end expenses to day of sale.

No. 114

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 9, Blk K. Tower Gardens being designated on Map 76, Block 8, as Parcel 14, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$6038, assessed to

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## Legal Notices

Maryland, located Tower Gardens, Lot 4, Blk C, being designated on Map 76, Block B, as Parcel 14, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$46,402, assessed to Carl C. & Paris M. Campbell for \$997.64 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 65

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Bay City - Lots 13-14, Blk 27, Sec. 2 being designated on Map 56A, Queen Anne's County Tax maps, consisting of 2 lots. Assessed value \$973, assessed to Eugene M. & Mayne Caperna for \$20.92 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 66

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Back Road in Stevensville being designated on Map 56, Block 6, as Parcel 73, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$3,020, assessed to John R. & Ruth Carter for \$64.93 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 67

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located S/Lane To Lee Property - Chester being designated on map 57, Block 9, as Parcel 272, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$10,221, assessed to Charles L. & Geraldine Chambers for \$219.75 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 69

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/Dominion Little Creek Rd. - Dominion being designated in Map 64, Block 3, as Parcel 204, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$3,773, assessed to consolidated Sec. S & L for

County Tax Maps, consisting of a lot. Assessed value \$1,969, assessed to Jackie Curnutt for \$42.33 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 76

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 20 - Cove Creek Club - Plat 3 being designated on Map 76, Block 16, as Parcel 23, Queen Anne's County Tax Maps, consisting of 1.185 acres of land, more or less. Assessed value \$10,500, assessed to John Dalkowski for \$225.75 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 77

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Side Back Lane in Stevensville being designated on Map 56, Block 5, as Parcel 153, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$2,750, assessed to John A. Dalkowski III & R. Ronald Sinclair for \$59.13 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 78

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located S/Side Benton Rd. - N/ Stevensville being designated on Map 48, Block 24, as Parcel 104, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value \$250, assessed to Davidson, Philip J. & Mary E. for \$5.38 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 79

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Kent Island Estates - Lots 43-45 - Blk N, Sect. 2 being designated on Map 70B, Queen Anne's County Tax Maps, consisting of 2-lots of land, more or less. Assessed value \$984, assessed to Mary & Henry DeHoyos, Sr. for \$21.16 taxes in arrears plus interest, costs, and expenses

designated on Map 57, Block 20, as parcel 127, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$9,131, assessed to Lawrence W. & Evelyn Green for \$363.83 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 87

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Back Rd. in Stevensville being designated on Map 56, Block 6, as Parcel 72, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$1,869, assessed to Rudolph C. & Bernadette O. Green for \$40.18 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 88

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Castle Marina - Lot 13, Blk A, being designated on Map 57, Block 2, as Parcel 383, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$38,211, assessed to Harvey R. & Thelma B. Hammer for \$1065.54 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 90

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Harbor View - Lot 2, Blk S being designated on map 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$22,420, assessed to Heritage Enterprises, Inc. for \$609.42 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 91

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located S/Md. Rt. 18 - Chester being designated on Map 57, Block 8, as parcel 146, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$8,656, assessed to Jos. P. Norme A. Horney for \$186.11 taxes in arrears plus interest, costs, and expenses to day of sale.

## Legal Notices

ed value \$1772, assessed to Robert P. Lerch for \$114.30 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 99

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Side Md. Rt. 18 being designated on map 56, Block 6, as Parcel 130, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$3913, assessed to Wm. T. & Louise Lowery for \$84.13 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 100

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 11-12, Blk B - Romancock-on-the-Bay being designated on Map 76A, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$3090, assessed to Robert L. & Susan I. Lynch for \$66.44 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 101

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 2 - Blk 2 - Sec. 1 - Bay City being designated on Map 56A, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$13,829, assessed to Robert M. & Judith Machorian for \$297.32 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 107

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located N/Md. Rt. 18 - E/Chester being designated on Map 57, Block 10, as Parcel 93, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$24,049, assessed to Thomas W. & Elizabeth Nash for \$517.05 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 108

All that lot or parcel of land lying and being in the

\$81.12 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 70  
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All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located W/Rt. B S/Stevensville being designated on Map 63, Block 2, as Parcel 166, Queen Anne's County Tax Maps, consisting of 6.318 acres of land, more or less. Assessed value \$6,300, assessed to James B. Cunningham for \$135.45 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Bay City - Lots 9 & 10, Blk 24, Sec. 2 being designated on Map 56A, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value \$34,976, assessed to Garfield L. Foulkes for \$751.98 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located N/Batts Neck Rd - S/Stevensville - Tract 19 being designated on Map 63, Block 16, as Parcel 132, Queen Anne's County Tax Maps, consisting of 5.653 acres of land, more or less. Assessed value \$1,413, assessed to James & Angela Gomoljack for \$30.38 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/Side Batts Neck Rd - S/Stevensville being designated on Map 63, Block 8, as Parcel 15, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$5,386, assessed to W. Hudson & Shelida Bailey for \$115.80 taxes in arrears plus interest, costs, and expenses to day of sale.

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4th Election District of Queen Anne's County, Maryland, located Lot 4 - Blk J - Sec. 1 - K.I. Estates being designated on Map 70B, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value \$426, assessed to Wm. E. & Margeret Nesbitt for \$9.15 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Bodkin Island being designated on Map 71, Block 15, as Parcel 2, Queen Anne's County Tax Maps, consisting of an island and improvements. Assessed value \$26,625, assessed to Wayne L. & Sarah R. O'Roark for \$572.44 taxes in arrears plus interest, costs, and expenses to day of sale.

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All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located lot 30, Plat 3, Cove Creek Club, being designated on Map 76, Block 16, as Parcel 5, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$51,448, assessed to Park Development Corp. for \$1,106.13 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 113  
All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located E/side Cox Neck Rd. S/Chester being designated on Map 57, Block 20, as Parcel 375, Queen Anne's County Tax Maps, consisting of a lot of land, more or less and improvements. Assessed value \$13,169, assessed to Robert E. & Loretta Pulley for \$283.13 taxes in arrears plus interest, costs, and expenses to day of sale.

No. 114  
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IN THE MATTER OF THE TAX SALES \*  
 IN QUEEN ANNE'S COUNTY, MARYLAND, \*  
 FOR THE YEAR 1982, OF PROPERTIES \*  
 ASSESSED TO THE FOLLOWING: ISAAC \*  
 A. AND JOYCE E. JOHNSON; RONALD \*  
 E. AND VIRGINIA REECE; MARJORIE \*  
 A. BROWN; JOSEPH GRADER, JR.; \*  
 WALTER TILGHMAN; JEROME AND \*  
 GWENDOLYN WATTS; EDGAR AND \*  
 BEULAH DESHIELDS; ROSIE K. AND \*  
 RICHARD NICHOLS; HOWARD L. AND \*  
 MARY M. BRINKLEY; EUGENE M. AND \*  
 MAYNE CAPERNA; JOHN R. AND RUTH \*  
 CARTER; CONSOLIDATED SECOND \*  
 SAVINGS AND LOAN; JESSE J. AND \*  
 DOROTHY M. CROTTS; WINTER EDWIN \*  
 CROUCH; JACKIE CURNUTT; PHILIP \*  
 J. AND MARY E. DAVIDSON; MARY AND \*  
 HENRY DEHOVOS, SR.; JAMES AND \*  
 ANGELA GOMOLJACK; HERITAGE \*  
 ENTERPRISES; JOSEPH P. AND NORMA \*  
 A. HORNEY; SYLVIA J. AND CARTER \*  
 A. JENKENS, III; ADAMOULIA KALFAS; \*  
 ROBERT P. LARCH; ROBERT M. AND \*  
 JUDITH MACHOIAN; WILLIAN E. AND \*  
 MARGARET NESBITT; RAYMOND L. AND \*  
 WILMA J. REINDERS; DONALD W. AND \*  
 KATHLEEN SPIGNER; MARY H. \*  
 STEVENSON AND MARY S. ALBRAN; \*  
 DAVID A. SWINBURNE; JORDON TAYLOR, \*  
 HEIRS; ARTHUR T. AND LINDA P. \*  
 VANWART; MARGARET WHITE, HEIRS; \*  
 GRACE ELIZABETH BROWN; FRANCES L. \*  
 FORD; JOHN F. HORNEY; CLYDE P. AND \*  
 MARY C. JENKINS; MARY JANE LLOYD, \*  
 ET AL.; ELLEN MARIE TAYLOR; ROBERT \*  
 VENY AND ANNIE EWELL; ROBERT AND \*  
 IRENE HOXTER; VINCENT AND MARGARET \*  
 WILSON; MARCELLUS H. BECK; HELEN \*  
 W. COLONNE; CONSOLIDATED SECOND \*  
 SAVINGS AND LOAN; JULIE GIBBS, HEIRS; \*  
 STEVEN GIBBS; ISABELLE GSELL; GEORGE \*  
 E. HOLLOWAY; LINWOOD AND ANNA \*  
 RINGGOLD \* \* \* \* \*

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

NO. 714

ORDERED, this 14th day of June, 1982, that  
 the Tax Sale made and reported in this cause by William H. Tolson,  
 Treasurer, for Queen Anne's County, State of Maryland, be ratified  
 and confirmed on or after the 13th day of August, 1982,  
 unless cause to the contrary thereof be previously shown; provided

a copy of this Order be inserted in some newspaper ~~published~~  
published in Queen Anne's County, State of Maryland, once a week  
for four successive weeks commencing on the 23rd day of June  
1982, and ending on the 14th day of July, 1982.

AND the report states amount of sale to be \$72,240.00.

Clayton C. Carter

J U D G E

FILED: June 15, 1982

RECEIVED  
CLERK, CIRCUIT COURT  
1982 JUN 15 AM 9:50  
QUEEN ANNE'S COUNTY

THOMPSON & THOMPSON  
ATTORNEYS AT LAW  
CENTREVILLE, MARYLAND 21617  
788-0877

LIBER 15-261

Centreville, Md. 7-14 19 82

### We Hereby Certify

That the annexed advertisement of  
Notice - Equity 7144

was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 4 successive weeks before  
the 13th day of Aug. 19 82

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 23rd day of  
June 19 82, and the last  
insertion on the 14th day of  
July 19 82.

RECEIVED  
CLERK, CIRCUIT COURT  
Publishers, Record Observer  
Per [Signature] 1982 JUL 24 AM 11:01  
QUEEN ANNE'S COUNTY

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY  
NO. 7144

IN THE MATTER OF THE  
TAX SALES IN QUEEN  
ANNE'S COUNTY,  
MARYLAND, FOR THE  
YEAR 1982, OF PRO-  
PERTIES ASSESSED TO  
THE FOLLOWING: ISAAC  
A. AND JOYCE E.  
JOHNSON; RONALD E.  
AND VIRGINIA REECE;  
MARJORIE A. BROWN;  
JOSEPH GRADER, JR.;  
WALTER TILGHMAN;  
JEROME AND GWEN-  
DOLYN WATTS; EDGAR  
AND BEULAH DE-  
SHIELDS; ROSIE K. AND  
RICHARD NICHOLS;  
HOWARD L. AND MARY  
M. BRINKLEY; EUGENE  
M. AND MAYNE  
CAPERNA; JOHN R. AND  
RUTH CARTER; CONSOL-  
IDATED SECOND  
SAVINGS AND LOAN;  
JESSE J. AND DOROTHY  
M. CROTTS; WINTER  
EDWIN CROUCH; JACKIE  
CURNUTT; PHILIP J.  
AND MARY E.  
DAVIDSON; MARY AND  
HENRY DEHOVOS, SR.;  
JAMES AND ANGELO  
GONMOLJACK;  
HERITAGE EN-  
TERPRISES; JOSEPH P.  
AND NORMA A.  
HORNEY; SYLVIA J. AND  
CARTER A. JENKINS, III;  
ADAMOULIA KALFAS;  
ROBERT P. LARCH; ROB-  
ERT M. AND JUDITH  
MACHOIAN; WILLIAM E.  
AND MARGARET  
NESBITT; RAYMOND L.  
AND WILMA J. REIN-  
DERS; DONALD W. AND  
KATHLEEN SPIGNER;  
MARY H. STEVENSON  
AND MARY S. ALBRAN;  
DAVID A. SWINBURNE;  
JORDON TAYLOR,  
HEIRS; ARTHUR T. AND  
LINDA P. VANWART;  
MARGARET WHITE,  
HEIRS; GRACE  
ELIZABETH BROWN;  
FRANCES L. FORD;  
JOHN F. HORNEY;  
CLYDE P. AND MARY C.

JENKINS; MARY JANE  
LLOYD, ET AL.; ELLEN  
MARIE TAYLOR; ROBERT  
VENEY AND ANNIE  
EWELL; ROBERT AND  
IRENE HOXTER; VINCENT  
AND MARGARET  
WILSON; MARCELLUS H.  
BECK; HELEN W. COL-  
ONNE; CONSOLIDATED  
SECOND SAVINGS AND  
LOAN; JULIE GIBBS,  
HEIRS; STEVEN GIBBS;  
ISABELLE GSELL;  
GEORGE E. HOLLOWAY;  
LINWOOD AND ANNA  
RINGOLD

Ordered, this 14th day of  
June, 1982, that the Tax  
Sale made and reported in  
this cause by William H.  
Tolson, Treasurer, for  
Queen Anne's County,  
State of Maryland, be  
ratified and confirmed on  
or after the 13th day of  
August, 1982, unless cause  
to the contrary thereof be  
previously shown; provided  
a copy of this Order be  
inserted in some newspa-  
per published in Queen  
Anne's County, State of  
Maryland, once a week for  
four successive weeks  
commencing on the 23rd  
day of June, 1982, and  
ending on the 14th day of  
July, 1982.

AND the report states  
amount of sale to be  
\$72,240.00.

Cleyton C. Carter  
JUDGE

FILED: June 15, 1982

True Copy, Test:  
Marguerite W. Mankin,  
Clerk

By: Betty M. Comegys  
Deputy Clerk  
RO-6-23-41-035

IN THE MATTER OF THE TAX SALES \*  
 IN QUEEN ANNE'S COUNTY, MARYLAND, \*  
 FOR THE YEAR 1982, OF PROPERTIES \*  
 ASSESSED TO THE FOLLOWING: ISAAC \*  
 A. AND JOYCE E. JOHNSON; RONALD \*  
 E. AND VIRGINIA REECE; MARJORIE \*  
 A. BROWN; JOSEPH GRADER, JR.; \*  
 WALTER TILGHMAN; JEROME AND \*  
 GWENDOLYN WATTS; EDGAR AND \*  
 BEULAH DESHIELDS; ROSIE K. AND \*  
 RICHARD NICHOLS; HOWARD L. AND \*  
 MARY M. BRINKLEY; EUGENE M. AND \*  
 MAYNE CAPERNA; JOHN R. AND RUTH \*  
 CARTER; CONSOLIDATED SECOND \*  
 SAVINGS AND LOAN; JESSE J. AND \*  
 DOROTHY M. CROTTS; WINTER EDWIN \*  
 CROUCH; JACKIE CURNUTT; PHILIP \*  
 J. AND MARY E. DAVIDSON; MARY AND \*  
 HENRY DEHOVOS, SR.; JAMES AND \*  
 ANGELA GOMOLJACK; HERITAGE \*  
 ENTERPRISES; JOSEPH P. AND NORMA \*  
 A. HORNEY; SYLVIA J. AND CARTER \*  
 A. JENKENS, III; ADAMOULIA KALFAS; \*  
 ROBERT P. LARCH; ROBERT M. AND \*  
 JUDITH MACHOIAN; WILLIAM E. AND \*  
 MARGARET NESBITT; RAYMOND L. AND \*  
 WILMA J. REINDERS; DONALD W. AND \*  
 KATHLEEN SPIGNER; MARY H. \*  
 STEVENSON AND MARY S. ALBRAN; \*  
 DAVID A. SWINBURNE; JORDON TAYLOR, \*  
 HEIRS; ARTHUR T. AND LINDA P. \*  
 VANWART; MARGARET WHITE, HEIRS; \*  
 GRACE ELIZABETH BROWN; FRANCES L. \*  
 FORD; JOHN F. HORNEY; CLYDE P. AND \*  
 MARY C. JENKINS; MARY JANE LLOYD, \*  
 ET AL.; ELLEN MARIE TAYLOR; ROBERT \*  
 VENEY AND ANNIE EWELL; ROBERT AND \*  
 IRENE HOXTER; VINCENT AND MARGARET \*  
 WILSON; MARCELLUS H. BECK; HELEN \*  
 W. COLONNE; CONSOLIDATED SECOND \*  
 SAVINGS AND LOAN; JULIE GIBBS, HEIRS; \*  
 STEVEN GIBBS; ISABELLE GSELL; GEORGE \*  
 E. HOLLOWAY; LINWOOD AND ANNA \*  
 RINGGOLD \*

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

NO. 7144

\* \* \* \* \*

ORDERED, this 16<sup>th</sup> day of August 1982, by the  
 Circuit Court for Queen Anne's County, in Equity, and by the  
 authority of said Court, that the following tax sales on the 18th  
 day of May, 1982, of the properties therein described in said  
 Report of Sales as assessed to the following parties and in the  
 following Election Districts of Queen Anne's County, as follows,

THOMPSON & THOMPSON  
 ATTORNEYS AT LAW  
 CENTREVILLE, MARYLAND 21617  
 788-0877

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 CLERK OF COURT  
 1982 AUG 16 PM 1:21  
 QUEEN ANNE'S COUNTY



to wit:

Isaac A. and Joyce E. Johnson	- First Election District
Ronald E. and Virginia Reece	- First Election District
Marjorie A. Brown	- Second Election District
Joseph Grader, Jr.	- Second Election District
Walter Tilghman	- Second Election District
Jerome and Gwendolyn Watts	- Second Election District
Edgar and Beulah Deshields	- Third Election District
Rosie K. and Richard Nichols	- Third Election District
Howard L. and Mary M. Brinkley	- Fourth Election District
Eugene M. and Mayne Caperna	- Fourth Election District
John R. and Ruth Carter	- Fourth Election District
Consolidated Second Savings and Loan	- Fourth Election District
Jesse J. and Dorothy M. Crotts	- Fourth Election District
Winter Edwin Crouch	- Fourth Election District
Jackie Curnutt	- Fourth Election District
Philip J. and Mary E. Davidson	- Fourth Election District
Mary and Henry DeHoyos, Sr.	- Fourth Election District
James and Angela Gomoljack	- Fourth Election District
Heritage Enterprises	- Fourth Election District
Joseph P. and Norma A. Horney	- Fourth Election District
Sylvia J. and Carter A. Jenkins, III	- Fourth Election District
Adamoulia Kalfas	- Fourth Election District
Robert P. Larch	- Fourth Election District
Robert M. and Judith Machoian	- Fourth Election District
William E. and Margaret Nesbit	- Fourth Election District
Raymond L. and Wilma J. Reinders	- Fourth Election District
Donald W. and Kathleen Spigner	- Fourth Election District
Mary H. Stevenson and Mary S. Albran	- Fourth Election District
David A. Swinburne	- Fourth Election District
Jordon Taylor, Heirs	- Fourth Election District
Arthur T. and Linda P. Vanwart	- Fourth Election District
Margaret White, Heirs	- Fourth Election District
Grace Elizabeth Brown	- Fifth Election District
Frances L. Ford	- Fifth Election District
John F. Horney	- Fifth Election District
Clyde P. and Mary C. Jenkins	- Fifth Election District
Mary Jane Lloyd, et al.	- Fifth Election District
Ellen Marie Taylor	- Fifth Election District
Robert Veney and Annie Ewell	- Fifth Election District
Robert and Irene Hoxter	- Sixth Election District
Vincent and Margaret Wilson	- Sixth Election District
Marcellus H. Beck	- Seventh Election District
Helen W. Colonne	- Seventh Election District
Consolidated Second Savings and Loan	- Seventh Election District
Julie Gibbs, Heirs	- Seventh Election District
Steven Gibbs	- Seventh Election District
Isabelle Gsell	- Seventh Election District
George E. Holloway	- Seventh Election District
Linwood and Anna Ringgold	- Seventh Election District

Reported sold in these proceedings on account of taxes in arrears  
BE AND THE SAME ARE HEREBY FINALLY RATIFIED AND CONFIRMED, no  
cause to the contrary thereof having been shown, although notice  
appears to have been given as provided by the Order Nisi passed  
in these proceedings on the 14<sup>th</sup> day of June, 1982, a  
Certificate of Publication of said ORDER NISI being filed in this  
cause showing publication thereof in accordance with said ORDER.

Clayton C. Carter  
J U D G E

CHARLES E. SMITH, ASSIGNEE \* IN THE CIRCUIT COURT  
 PLAINTIFF \* FOR  
 VS. \* QUEEN ANNE'S COUNTY  
 ROBERT BURTIS \* IN EQUITY  
 and \*  
 CYNTHIA BURTIS, his wife \* CHANCERY NO. 7039  
 DEFENDANTS \*

DEC 31-81 \* 29797 \*\*\*\*60.00  
 DEC 31-81 A 29797 \*\*\*\*60.00

\* \* \*

ORDER TO DOCKET SUIT

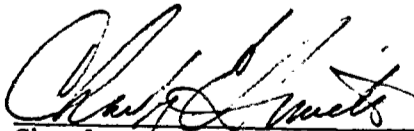
MRS. MARGUERITE W. MANKIN, CLERK:

You will please docket suit as per the above titling for foreclosure of the two (2) mortgages from ROBERT BURTIS and CYNTHIA BURTIS, his wife, to QUEENSTOWN BANK OF MARYLAND, dated as to the First Mortgage June 12, 1981, and as to the second mortgage June 12, 1981. Said mortgages being filed among the Land Records of Queen Anne's County as follows:

First mortgage in Liber M.W.M. No. 176, folio 34

Second mortgage in Liber M.W.M. No. 176, folio 36

The said mortgages having been assigned by Queenstown Bank of Maryland on December 24, 1981, to Charles E. Smith for collection by foreclosure, default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest 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.



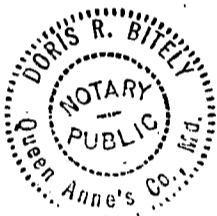
Charles E. Smith  
 P.O. Box 147  
 Grasonville, MD 21638  
 Telephone: 301-827-7550

DEC 1 31 PM '81

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

I HEREBY CERTIFY, That on this 24<sup>th</sup> day of December, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charles E. Smith, Assignee, and made oath in due form of law that ROBERT BURTIS and CYNTHIA BURTIS, his wife, the mortgagors referred to in the foregoing 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. Bately  
NOTARY PUBLIC  
My Commission Expires: 7/01/82

PURCHASE MONEY  
THIS MORTGAGE, made this 12<sup>th</sup> day of June, 1981, by and between  
ROBERT BURTIS and CYNTHIA BURTIS, his wife, parties of the first part, hereinafter referred to as MORTGAGOR, and QUEENSTOWN BANK OF MARYLAND, a body corporate, party of the second part, hereinafter referred to as MORTGAGEE.

~~WHEREAS, the said Mortgagors are justly indebted unto said Mortgagee in the full sum of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00), (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 FORTY-FIVE THOUSAND DOLLARS (\$45,000.00), payable in accordance with the terms of the aforesaid promissory note at the banking house of Queenstown Bank of Maryland, aforesaid, in Queenstown, Maryland.~~

WHEREAS, the said Mortgagors are justly indebted unto said Mortgagee in the full sum of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00), (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 FORTY-FIVE THOUSAND DOLLARS (\$45,000.00), payable in accordance with the terms of the aforesaid promissory note at the banking house of Queenstown Bank of Maryland, aforesaid, in Queenstown, Maryland.

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

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

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

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, known and designated as Lot 24, Block N., Plat 2, Tower Gardens on the Bay, as set forth and shown on a plat entitled "Plat 2, Tower Gardens on the Bay, Kent Island, Q.A. Co., Maryland", dated July, 1952, by Thomas G. Oyster & Associates, Registered Surveyors, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 5, folio 492 and in Plat Book T.S.P. No. 1, folio 11.

BEING the same land granted and conveyed unto the Mortgagors herein by deed of even date herewith from Quinn Homes, Inc., a body corporate of the State of Maryland, and recorded, or intended to be recorded immediately prior hereto among the Land Records of Queen Anne's County.

SUBJECT, NEVERTHELESS to the legal operation and effect of the restrictive covenants and conditions as recorded in Liber T.S.P. No. 6, folio 357, Liber C.W.C. No. 74, folio 45, Liber C.W.C. No. 77, folio 86, Liber C.W.C. No. 77, folio 649, Liber C.W.C. No. 94, folio 137 and Liber C.W.C. No. 94, folio 139 of the Land Records of Queen Anne's County.

Should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagors, 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.

REC'D  
CLERK  
1981 JUN 15 PM 3:22  
QUEEN ANNE'S COUNTY

JUN 15-81 \* 23580 \*\*\*\*\*9 01  
JUN 15-81 A #23580 \*\*\*\*\*9 01

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

17 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

Michael R. Foster 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 \$300.00 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:
[Signature]
[Signature]

Robert H. Burtis (SEAL)
Robert Burtis
Cynthia M. Burtis (SEAL)
Cynthia Burtis, his wife (SEAL)

STATE OF MARYLAND
COUNTY OF QUEEN ANEN'S

On this the 12th day of June, 19 81, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Robert Burtis and Cynthia Burtis, 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 Michael R. Foster, Agent and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.) \*

IN WITNESS WHEREOF I hereunto set my hand and notarial seal.
\*and further made oath that the principal sum hereof has been paid over and disbursed by the party secured hereby unto the within named parties of the first part at a time no later than the execution and delivery of this mortgage by the Borrowers.

Kathryn Johnson
Notary Public

DOCUMENT NO. 107,835

181 582

No. \_\_\_\_\_  
Re. CLERK'S RECEIVED FOR RECORD

1981 DEC 31 PM 11:00

QUEENSTOWN BANK OF MARYLAND

# Assignment

DEC 31-81 \* 29798 \*\*\*\*\*00  
DEC 31-81 A 29798 \*\*\*\*\*00

OF MORTGAGE FROM ROBERT H. BURTIS & CYNTHIA M. BURTIS, HIS WIFE

TO QUEENSTOWN BANK OF MARYLAND AS RECORDED IN

LIBER. MWM NO. 176 FOLIO 34

MAIL TO Place in Equity #7039

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

Witness the hand of the Queenstown Bank of Maryland by Leonard E. Smith, its Vice President, attested by and its Corporate seal affixed hereto and attested by its Cashier, this 24th day of December, 1981.

QUEENSTOWN BANK OF MARYLAND

Patricia W. Covey  
Cashier

BY Leonard E. Smith  
Leonard E. Smith  
Vice President

SECOND PURCHASE MONEY  
 THIS MORTGAGE, made this 12<sup>th</sup> day of June, 1981, by and between  
ROBERT BURTIS and CYNTHIA BURTIS, his wife, parties  
 of the first part, hereinafter referred to as MORTGAGOR, and QUEENSTOWN BANK OF MARYLAND, a body  
corporate, party of the second part, hereinafter referred to as MORTGAGEE.

~~WHEREAS, the said Mortgagee is justly indebted to the Mortgagee of the sum of THREE THOUSAND DOLLARS (\$3,000.00), (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 THREE THOUSAND DOLLARS (\$3,000.00), payable in accordance with the terms of the aforesaid promissory note at the banking house of Queenstown Bank of Maryland, aforesaid, in Queenstown, Maryland.~~

WHEREAS, the said Mortgagors are justly indebted unto said Mortgagee in the full sum of THREE THOUSAND DOLLARS (\$3,000.00), (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 THREE THOUSAND DOLLARS (\$3,000.00), payable in accordance with the terms of the aforesaid promissory note at the banking house of Queenstown Bank of Maryland, aforesaid, in Queenstown, Maryland.

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

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

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

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, known and designated as Lot 24, Block N, Plat 2, Tower Gardens on the Bay, as set forth and shown on a plat entitled "Plat 2, Tower Gardens on the Bay, Kent Island, Q.A. Co., Maryland", dated July, 1952, by Thomas G. Oyster & Associates, Registered Surveyors, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 5, folio 492 and in Plat Book T.S.P. No. 1, folio 11.

BEING the same land granted and conveyed unto the Mortgagors herein by deed of even date herewith from Quinn Homes, Inc., a body corporate of the State of Maryland, and recorded, or intended to be recorded prior hereto, among the Land Records of Queen Anne's County.

SUBJECT, NEVERTHELESS, to the legal operation and effect of the restrictive covenants and conditions as recorded in Liber T.S.P. No. 6, folio 357, Liber C.W.C. No. 74, folio 45, Liber C.W.C. No. 77, folio 86, Liber C.W.C. No. 77, folio 649, Liber C.W.C. No. 94, folio 137 and Liber C.W.C. No. 94, folio 139 of the Land Records of Queen Anne's County.

Should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagors, 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.

1981 JUN 15 PM 3:22  
 QUEEN ANNE'S COUNTY

JUN 15-81 \* 23590 \*\*\*\*\*9 00  
 JUN 15-81 A #23590 \*\*\*\*\*9 00



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

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

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

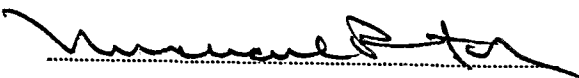
16 per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the 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

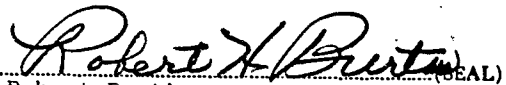
Michael R. Foster his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than fifteen days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof 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 \$100.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances as may be requisite.

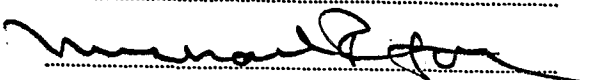
The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall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


WITNESS the hand and seal of the Mortgagor:

WITNESS:



  
Robert Burtis (SEAL)



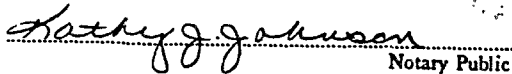
  
Cynthia Burtis, his wife (SEAL)

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

On this the 15<sup>th</sup> day of June, 19 81, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Robert Burtis and Cynthia Burtis, 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 Michael R. Foster, Agent and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, (and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)

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

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

  
Kathy J. Johnson  
Notary Public

DOCUMENT NO. 107,836

LIBER 15 PAGE 274

No. \_\_\_\_\_  
Re. ERK. 10 RECEIVED FOR RECORD

1981 DEC 31 PM 1:39

QUEENSTOWN COUNTY

# Assignment

DEC 31-81 \* 29799 \*\*\*\*\*6 00  
DEC 31-81 A #29799 \*\*\*\*\*6 00

OF MORTGAGE FROM ROBERT H. BURTIS & CYNTHIA M. BURTIS, HIS WIFE

TO QUEENSTOWN BANK OF MARYLAND

AS RECORDED IN

LIB. R. MWM NO. 176 FOLIO 136

MAIL TO Place in Equity #7039

*Recorded in Liber MWM/81, folio 582*

We hereby assign the within and foregoing mortgage unto Charles E. Smith, Attorney, for the purpose of collection by foreclosure or otherwise. Witness the hand of the Queenstown Bank of Maryland by Leonard E. Smith, its Vice President, attested by and its Corporate seal affixed hereto and attested by its Cashier, this 24th day of December, 1981.

QUEENSTOWN BANK OF MARYLAND

Patricia W. Covey  
Cashier

BY Leonard E. Smith  
Leonard E. Smith  
Vice President

CHARLES E. SMITH, ASSIGNEE \* IN THE CIRCUIT COURT  
 PLAINTIFF \* FOR  
 VS. \* QUEEN ANNE'S COUNTY  
 ROBERT BURTIS \* IN EQUITY  
 and \*  
 CYNTHIA BURTIS, his wife \* CHANCERY NO. 7039  
 DEFENDANTS \*  
 \* \* \*

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of mortgage dated  
 June 12, 1981, in the gross amount of  
 \$45,000.00 by ROBERT BURTIS and CYNTHIA  
 BURTIS, his wife, to Queenstown Bank of  
 Maryland \$44,846.68

With earned interest through December 24, 1981 3,469.28  
 Late Charges 156.40

TOTAL \$48,472.36

Per diem interest rate: \$20.88

\* \* \*

Balance due on principal of mortgage dated  
 June 12, 1981, in the amount of \$3,000.00  
 by ROBERT BURTIS and CYNTHIA BURTIS, his wife,  
 to Queenstown Bank of Maryland \$ 3,000.00

With earned interest through December 24, 1981 260.32  
 Late Charges 24.00

TOTAL \$ 3,284.32

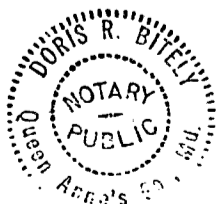
Per diem interest rate: \$1.31

TOTAL \$51,756.68

STATE OF MARYLAND

QUEEN ANNE'S COUNTY to wit:

This is to certify that on this 24<sup>th</sup> day of  
December, 1981, before the subscriber, a Notary  
 Public of the State and County aforesaid, personally appeared  
 Charles E. Smith, Assignee, and made oath in due form of  
 law that the foregoing statement of mortgage indebtedness  
 due by ROBERT BURTIS and CYNTHIA BURTIS, 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  
 mortgage.



Doris R. Bitley  
 NOTARY PUBLIC  
 My Commission Expires: 7/01/82

EX-1031 P 1137  
 QUEEN ANNE'S COUNTY

\*\*\*\*\*

Bond No. SY 191515

IN THE CIRCUIT COURT FOR Queen Annes COUNTY, MARYLAND.

Charles E. Smith, Assignee,  
Plaintiff

vs.

Equity No. 7039

Robert Burtis & Cynthia Burtis,  
Defendant

BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, CHARLES E. SMITH, ASSIGNEE as Principal, and the AETNA INSURANCE 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 Fifty Two -- (52,000) ----- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 21st. day of December in the year of our Lord One Thousand Nine Hundred and Eighty-One.

Whereas, the above bounden Charles E. Smith, Assignee by virtue of the power contained in a mortgage from Robert & Cynthia Burtis to The Queenstown Bank of MD bearing date the 12th day of June, 1981 and recorded among the mortgage records of Queen Annes County in Liber No. CWC 176 Folio 34 & 36 and Charles E. Smith, Assignee about to sell the land premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Charles E. Smith, Assignee do and shall well and truly and Faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, of 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 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. Bately

Witness:

Mary Claire Fick

Mary Claire Fick

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

AETNA INSURANCE COMPANY  
BY L. Calvin Kreigh  
Attorney-in-Fact  
L. Calvin Kreigh, III

*Bond with Surety approved  
Filed Dec. 31, 1981*

3 197

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber MM No. 3, folio 197, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 31st day of December 1981.

*Marquett W. Perkins*

Clerk of the Circuit Court for  
Queen Anne's County

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
ROBERT BURTIS	*	IN EQUITY
and	*	CHANCERY NO. 7039
CYNTHIA BURTIS	*	
MORTGAGORS	*	

\* \* \*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Charles E. Smith, Assignee in the mortgages from Robert Burtis and Cynthia Burtis, his wife, to Queenstown Bank of Maryland, (1) dated June 12, 1981, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 176, folio 34; (2) dated June 12, 1981, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 176, folio 36, 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 Fifty Two Thousand Dollars (\$52,000.00) 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 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, on the property located on North Lake Drive, Twoer Gardens on the Bay Subdivision, Stevensville, Queen Anne's County, Maryland, at the hour of 10:00 a.m., Eastern Standard Time, on January 22, 1982,

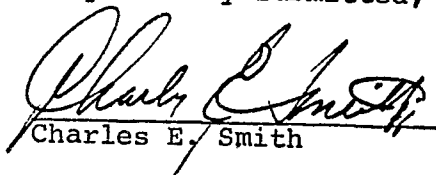
and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, did sell all that lot, parcel or tract of land, together with the improvements thereon, situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned 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 Fifty Seven Thousand Dollars (\$57,000.00).

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 Fifty Seven Thousand Dollars (\$57,000.00).

Respectfully submitted,

  
Charles E. Smith

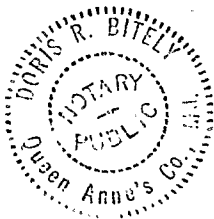
STATE OF MARYLAND


QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, That on this 22nd day of January, 1982, before me, the subscriber, personally appeared Charles E. Smith, Assignee, in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

AND further made oath as aforesaid that there has been no change in the matters and facts set forth in the Affidavit as to the military service filed in this cause on December 24, 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.



  
NOTARY PUBLIC  
My Commission Expires: 7/01/82

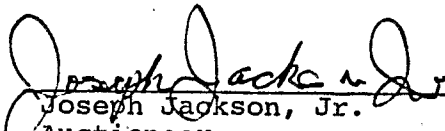
CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, That I did sell at Public Auction:  
ALL that lot or parcel of land situate, lying and  
being on Kent Island in the Fourth Election District of  
Queen Anne's County, State of Maryland, known and designated  
as Lot 24, Block N, Plat 2, Tower Gardens on the Bay, as set  
forth and shown on a plat entitled "Plat 2, Tower Gardens on  
the Bay, Kent Island, Queen Anne's County, Maryland", dated  
July, 1952, by Thomas G. Oyster & Associates, Registered  
Surveyors, and recorded among the Land Records of Queen  
Anne's County in Liber T.S.P. No. 5, folio 492, and in Plat  
Book T.S.P. No. 1, folio 11.

BEING all the same land conveyed unto Robert  
Burtis and Cynthia Burtis, his wife, by deed from Quinn  
Homes, Inc., a body corporate of the State of Maryland,  
dated the 12th day of June, 1981, and recorded among the  
Land records of Queen Anne's County in Liber M.W.M. No. 176,  
folio 32.

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

On the property located on North Lake Drive, Tower  
Gardens on the Bay Subdivision, Stevensville, Queen Anne's  
County, Maryland on Friday, January 22, 1982, beginning at  
the hour of 10:00 a.m. Eastern Standard Time, unto Queenstown Bank  
of Maryland, Queenstown, Maryland, for itself, for  
the sum of Fifty Seven Thousand Dollars (\$57,000.00).

  
Joseph Jackson, Jr.  
Auctioneer

1982 JAN 22 PM 2 25

QUEEN ANNE'S COUNTY



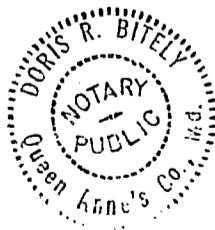
CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
ROBERT BURTIS	*	IN EQUITY
and	*	CHANCERY NO. 7039
CYNTHIA BURTIS	*	
MORTGAGORS	*	
	* * *	

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, That on this 22nd day of January, 1982, 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.



Doris R. Bitley  
NOTARY PUBLIC  
My Commission Expires: 7/01/82

12-11-82 11:23  
QUEEN ANNE'S COUNTY

Centreville, Md. 21620 1982

**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 22nd day of January 1982.  
 And that the first insertion of said ad-  
 vertisement in the said RECORD  
 OBSERVER was on the 6th day of  
January 1982, and the last  
 insertion on the 20th day of  
January 1982.

Publishers, Record Observer

Per *Margie Swann*

**Attorney's Sale**  
of  
**Valuable Fee Simple Real Estate**

**Kent Island, Stevensville, Maryland**

Under and by virtue of the power of sale contained in the mortgages from ROBERT BURTIS and CYNTHIA BURTIS, his wife, to the QUEENSTOWN BANK OF MARYLAND, (1) dated June 12, 1981, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 176, folio 34, and (2) dated September 12, 1981, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 176, folio 36, 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 the assignment of said mortgages to him from the mortgagee, will offer at public auction on the premises located on North Lake Drive, Tower Gardens on the Bay Subdivision, Kent Island, Queen Anne's County, State of Maryland, at the hour of 10:00 a.m., Eastern Standard Time, on

**Fri., Jan. 22, 1982**

the following real estate, to wit:

ALL that lot or parcel of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, known and designated as Lot 24, Block N, Plat 2, Tower Gardens on the Bay, as set forth and shown on a plat entitled "Plat 2, Tower Gardens on the Bay, Kent Island, Queen Anne's County, Maryland", dated July, 1952, by Thomas G. Oyster & Associates, Registered Surveyors, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 5, folio 492, and in Plat Book T.S.P. No. 1, folio 11.

BEING all the same land granted and conveyed unto Robert Burtis and Cynthia Burtis, his wife, by deed from Quinn Homes, Inc., a body corporate of the State of Maryland, dated the 12th day of June, 1981, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 176, folio 32.

SUBJECT, NEVERTHELESS, to the legal operation and effect of the restrictive covenants and conditions as recorded in Liber T.S.P. No. 6, folio 357, Liber C.W.S. No. 74, folio 45, Liber C.W.C. No. 77, folio 86, Liber C.W.C. No. 77, folio 649, Liber C.W.C. No. 94, folio 137 and Liber C.W.C. No. 94, folio 139 of the Land Records of Queen Anne's County.

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 essence. Taxes and all other assessments will be adjusted to the date of final settlement. All transfer expenses, including deeds, title examination, documentary stamps, transfer taxes and notary fees are to be paid by the purchaser(s).

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule BR6b3 of the Maryland Rules of Procedure.

Charles E. Smith  
Attorney Named in Mortgage  
Telephone: 301-827-7550

Joseph Jackson, Jr.  
Auctioneer

PS Form 3811, Jan 1979

**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.....  
 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:  
 M/M Robert H. Burtis  
 RFD 1, Box 902  
 Stevensville, MD 21666

3. ARTICLE DESCRIPTION:  
 REGISTERED NO. CERTIFIED NO. INSURED NO.  
 \_\_\_\_\_ 818126 \_\_\_\_\_  
 (Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY: 1/9/82  
 POSTMARK: STEVENSVILLE MD 21666  
 2861

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: \_\_\_\_\_  
 CLERK'S INITIALS: WS

PS Form 3800, Apr. 1976

No. 818126  
 RECEIPT FOR CERTIFIED MAIL

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

SENT TO  
 M/M Robert H. Burtis  
 STREET AND NO.  
 RFD 1, Box 902  
 P.O., STATE AND ZIP CODE  
 Stevensville, MD 21666

POSTAGE \$26

CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	75 c
	SPECIAL DELIVERY	e
	RESTRICTED DELIVERY	e
	RETURN RECEIPT SERVICE	e
OPTIONAL SERVICES	SHOW TO WHOM AND DATE AND ADDRESS OF DELIVERY	60 c
	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	e
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	e

TOTAL POSTAGE AND FEES \$155

POSTMARK OR DATE: STEVENSVILLE MD 155  
 JAN 8 1982  
 USPO

January 7, 1982

Mr. and Mrs. Robert H. Burtis  
 RFD 1, Box 902,  
 Tower Gardens  
 Stevensville, MD 21666

Dear Mr. and Mrs. Burtis:

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 on the property located on North Lake Drive, Tower Gardens on the Bay Subdivision, in Stevensville, Maryland, on Friday, January 22, 1982, 10 a.m., Eastern Standard 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

FILED  
 1982 FEB -2 PM 2:26  
 U.S. QUINCY

## ORDER NISI ON SALE

CHARLES E. SMITH, Assignee

vs.

ROBERT BURTIS and  
CYNTHIA BURTISIn the Circuit Court  
for Queen Anne's County  
In Equity

Cause No. 7039

ORDERED, this 2nd day of February, 1982, that the sale of the real property, made and reported in this cause by Charles E. Smith, Assignee, be ratified and confirmed, on or after the 5th 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 26th day of February, 1982.

The report states the amount of sales to be \$57,000.00.

*Marguerite St. Martin* Clerk

Filed February 2, 1982

Centreville, Md. 3-10 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 26th day of February 19 82  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 10th day of  
February 19 82, and the last  
insertion on the 24th day of  
February 19 82.

Publishers, Record Observer

Per *Marguerite W. Mankin*

1982 MAR 10 AM 10:40

QUEEN ANNE'S COUNTY

LIBER

15 PAGE 285

**ORDER NISI  
ON SALE  
CHARLES E. SMITH,  
Assignee  
vs.  
ROBERT BURTIS and  
CYNTHIA BURTIS  
In the Circuit Court  
of Queen Anne's County  
In Equity  
Cause No. 7039**

ORDERED, this 2nd day of February, 1982, that the sale of the real property, made and reported in this cause by Charles E. Smith, Assignee, be ratified and confirmed, on or after the 5th 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 26th day of February, 1982.

The report states the amount of sales to be \$57,000.00.

Filed February 2, 1982

MARGUERITE W. MANKIN  
Clerk

TRUE COPY, TEST:  
Marguerite W. Mankin,  
Clerk

By: Betty M. Comegys  
Deputy Clerk

RO-2-10-3t-018

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
Assignee	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
ROBERT BURTIS	*	IN EQUITY
and	*	CHANCERY NO. 7039
CYNTHIA BURTIS	*	
Mortgagors	*	
	* * *	

FINAL ORDER OF RATIFICATION OF SALE

IT IS ORDERED, by the Circuit Court for Queen Anne's County, In Equity, this 17<sup>th</sup> day of March, 1982, that the sale of the real estate made and reported in this cause by Charles E. Smith, Assignee, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding Order Nisi; and the said Charles E. Smith, Assignee, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

**FILED**  
 MAR 17 1982  
 CIRCUIT COURT  
 QUEEN ANNE'S CO

*Raymond Carter*  
 JUDGE

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CHARLES E. SMITH, ASSIGNEE :  
 PLAINTIFF :  
 v. : Chancery No. 7039  
 ROBERT BURTIS :  
 and :  
 CYNTHIA BURTIS, his wife :  
 DEFENDANTS :  
 : : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price		\$ 57,000.00	
Interest on \$57,000.00 at 10%			
from 1/22/82 to 3/17/82			
54 days at \$15.62 per day		<u>843.48</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 57,843.48
COMMISSIONS PAYABLE TO ASSIGNEE		\$ 3,000.00	
ATTORNEY FEE, as per Mortgages		400.00	
EXPENSES OF SALE			
Court costs	\$ 150.50		
Advertising			
Notices of sale	171.99		
Report of sale	73.71		
Bond premium	208.00		
Auctioneer's fee	142.50		
Notary fee	<u>2.00</u>	748.70	
AUDITOR'S FEE AND COSTS			
Fee for audit, per order	\$ 45.00		
Postage & xerox	<u>1.36</u>	<u>46.36</u>	<u>4,195.06-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ <u>53,648.42</u>
INDEBTEDNESS DUE UNDER MORTGAGES			
Principal, per Statement of Debt			
Mortgage #1		\$ 44,846.68	
Mortgage #2		3,000.00	
Interest through 12/24/81, per Statement of Debt			
Mortgage #1		3,469.28	
Mortgage #2		260.32	
Late Charges, per Statement of Debt			
Mortgage #1		156.40	
Mortgage #2		24.00	
Interest 12/25/81 - 3/23/82			
Mortgage #1 at 17%		1,859.03	
Mortgage #2 at 16%		<u>117.04</u>	
TOTAL DUE UNDER MORTGAGES			\$ 53,732.75-
TO BE DISTRIBUTED TO QUEENSTOWN BANK OF MARYLAND			\$ <u>53,648.42</u>
DEFICIT			84.33-

**FILED**

OCT 30 1982

CIRCUIT COURT  
 QUEEN ANNE'S CO.

NOTICE

The attached Account was filed on the 20<sup>th</sup> day of October, 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.

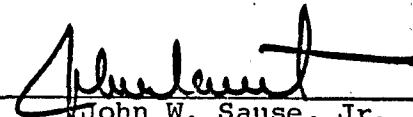
CERTIFICATE OF AUDITOR

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 #7039. 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 20<sup>th</sup> day of October, 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  
P.O. Box 147  
Grasonville, Maryland 21638

Mr. Robert Burtis  
RFD 1, Box 902  
Stevensville, Maryland 21666

Mrs. Cynthia Burtis  
RFD 1, Box 902  
Stevensville, Maryland 21666

  
John W. Sause, Jr.  
Auditor



CHARLES E. SMITH, Assignee

vs.

ROBERT BURTIS, et ux.

\*  
\*  
\*  
\*  
\*  
\*  
\*

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
IN EQUITY  
No. 7039

NISI RATIFICATION OF AUDIT

ORDERED this 20th day of October, 1982,  
that the report and account filed in these proceedings by \_\_\_\_\_  
John W. Sause, Jr., Auditor, be ratified on or after the  
5th day of November, 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. Markin Clerk

Filed October 20, 1982

CHARLES E. SMITH, Assignee

vs.

ROBERT BURTIS, et ux.

\* IN THE CIRCUIT COURT  
 \* FOR QUEEN ANNE'S COUNTY  
 \* IN EQUITY  
 \* No. 7039  
 \*  
 \*  
 \*

FINAL RATIFICATION OF AUDIT

ORDERED this 8th day of November, 19 82,  
 by the Court that the account of the Auditor is finally ratified and  
 confirmed, and Charles E. Smith, Assignee/~~EXORCISE~~,  
 is directed to apply the proceeds accordingly, with a due proportion of  
 interest as the same has been or may be received.

*Marguerite H. Menkin* Clerk

Filed November 8, 1982

JEFFREY M. FROST, Sub. Tr., etc.  
Plaintiffs

vs.

FRANCIS S. KEY, et al.  
Defendants

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY  
No. 6718

LINE TO CLERK

Madame Clerk:

You will please record the following papers in the Judgment In Extenso  
Records of Queen Anne's County:

8/6/80 Order to docket suit for foreclosure of Deed of Trust, etc.	13 pages
9/29/80 Bond with surety approved	2 pages
10/6/80 Report of Sale, etc.	8 pages
10/6/80 Order Nisi on Sale	1 page
10/30/80 Proof of Claim for IRS	1 page
11/5/80 Certificates of publication of Sale and Order Nisi	2 pages
11/6/80 Proof of Claim of IRS	1 page
11/12/80 Application of Charles A. Knott, Jr. for surplus proceeds	4 pages
11/14/80 Affidavit pursuant to Rule W74	1 page
11/14/80 Certified copy of Modification of Deed of Trust Note etc.	6 pages
12/3/80 Statement of Claim Barbara L. Warfield	5 pages ✓
12/31/80 Copy of promissory note and assignment	1 page ✓
1/13/81 Order of Ratification	1 page ✓
2/5/81 Trustees' Application To Resell	2 pages ✓
2/20/81 Order authorizing Trustees To Resell	1 page
2/24/81 Statement of Claim of David C. Bryan	4 pages
2/27/81 Petition for payment of Judgment Creditor C.W. Amos & Co.	5 pages
2/27/81 Petition for payment of Judgment Creditor J.W. Yates	5 pages
3/9/81 Claim for court costs in Equity no. 6043	2 pages
3/23/81 Report of Sale etc.	7 pages
3/23/81 Order Nisi On Sale	1 page
4/23/81 Certificate publication Order Nisi	1 page
5/18/81 Motion for temporary injunction	12 pages
5/18/81 Order denying Motion	2 pages
5/28/81 Amended Report of Sale	2 pages
7/27/81 Application for Second Resale	6 pages
7/27/81 Purchaser's Consent	1 page
7/29/81 Order authorizing Trustees to Resell	1 page
8/3/81 Plaintiff's Motion For Summary Declaratory Judgment	6 pages
8/11/81 Verified Petition for Ex Parte & Interlocutory Injunction	7 pages
8/11/81 Order For Ex Parte Injunction	2 pages
8/21/81 Petition of Marion Vahos for payment of judgment creditor	5 pages
8/31/81 Report of Sale etc.	8 pages
8/31/81 Order Nisi On Sale	1 page
8/31/81 Petition to compensate auctioneer	2 pages
8/31/81 Order of Court striking objection to second resale	1 page
9/1/81 Claim of William D. Heim	19 pages
9/8/81 Order authorizing compensation to auctioneer	1 page
10/2/81 Petition of Charles A. Knott, Sr. for payment judgment creditor	6 pages
10/15/81 Answer of George W. Liebman, Tr. to Motion For Summary Dec. Jug.	3 pages
10/19/81 Trustees' Response To Objections To Ratification	5 pages
10/30/81 Memorandum Opinion & Declaratory Judgment	17 pages
11/6/81 Certificate of publication Order Nisi	1 page
11/9/81 Notice of Settlement U.S. Bankruptcy Court	4 pages
11/9/81 Affidavit pursuant to Rule W74	2 pages
12/16/81 Petition of Barbara L. Warfield for payment record owner	4 pages
12/16/81 Petition of Barbara L. Warfield for payment Judgment creditor	3 pages
12/21/81 Order striking notice of appeal by trustee in bankruptcy	1 page
1/14/82 Order of Ratification	1 page

1/22/82 Petition of Elroy G. Boyer for payment from proceeds	2 pages
2/2/82 Proof of Claim IRS	1 page
4/12/82 Order authorizing Auditor to take testimony	1 page
and the Auditor's account to be filed of approximately	6 pages
and this line to Clerk	2 pages
<hr/>	
TOTAL	209 pages

*Jeffrey M. Frost*  
 \_\_\_\_\_  
 Jeffrey M. Frost, Sub. Tr.

RECORDED  
 CLERK OF COURT  
 1982 AUG 12 AM 9:30  
 QUEEN ANNE'S COUNTY

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

Sitting as a Court of Equity

JEFFREY M. FROST and  
BERNARD H. KANSTOROOM,  
Substitute Trustees  
5454 Wisconsin Avenue  
Chevy Chase, Maryland 20015

Plaintiffs

vs.

Equity No. 6718

FRANCIS S. KEY  
9302 Pomander Lane  
Chevy Chase, Maryland 20015

and

ELIZABETH M. KEY  
9302 Pomander Lane  
Chevy Chase, Maryland 20015

Defendants

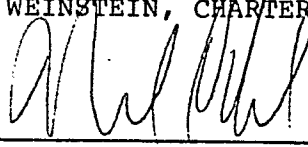
MS -6-80 \* 23646 \*\*\*\*\*50.00  
MS -6-80 A 23646 \*\*\*\*\*50.00

PROCEEDINGS TO FORECLOSE DEED OF TRUST

MR. CLERK:

Please docket the above suit, file the certified copy of the Deed of Trust from Francis S. Key and Elizabeth M. Key to Charles Haugh and Ronald Creamer, Trustees, dated February 9, 1973 and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber 71 at Folio 137, and also the certified copy of the Deed of Appointment and Substitution dated July 25, 1980 appointing Jeffrey M. Frost and Bernard H. Kanstoroom as Substitute Trustees, and duly recorded among the Land Records of Queen Anne's County, Maryland, and enter the appearance of Nelson C. Cohen, Esq. and Levitan, Ezrin, Cramer, West and Weinstein, Chartered, as counsel for the Substitute Trustees.

LEVITAN, EZRIN, CRAMER, WEST  
AND WEINSTEIN, CHARTERED

By   
Nelson C. Cohen  
5454 Wisconsin Avenue, #1400  
Chevy Chase, Md. 20015  
(301) 951-1530

①

LSER

As: 21.363...  
 RECEIVED FOR RECORD  
 THIS DEED OF TRUST, made this 9<sup>th</sup> day of FEBRUARY 1973, by and between FRANCIS S. KEY and ELIZABETH M. KEY, his wife, hereinafter referred to as "Grantor"; and CHARLES HAUGH and RONALD KRAMER, hereinafter referred to as "Trustees";

CREAMER

WHEREAS, Grantor is justly indebted unto HOMER GUDELSKY in the principal sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); MONEY LOANED; for which amount the Grantor has signed and delivered his promissory note of even date herewith payable to the order of HOMER GUDELSKY in the principal amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) bearing interest at the rate of NINE PERCENTUM (9%) PER ANNUM until paid, on the following terms and obligations:

Said Note payable on or before TWO (2) YEARS after date. Interest, at the rate aforesaid, payable annually; each installment of interest to bear interest after maturity, if not then paid.

The privilege of making outcalls in any amount, at any time, is hereby reserved to the makers of said note.

In the event of the sale of the property conveyed by this Trust, or transfer of title thereto, the note secured hereby shall thereupon become due and payable in full at the option of the noteholder.

Borrowers warrant and stipulate that the loan evidenced by the aforesaid Note was transacted solely for the purpose of carrying on or acquiring a business or commercial investment within the meaning of Section 7, Chapter 453 of the Laws of Maryland, 1968, and further warrant that the entire loan proceeds will be used for such purposes.

In the event there are prior liens on the property herein conveyed, default in the payment of any installment of principal and interest thereon shall likewise give the holder of the above described Note the right to mature the debt as set forth therein.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that to secure the prompt payment of said indebtedness and all charges and advances as in said promissory note and as herein provided, the Grantor, in consideration of the sum of ONE DOLLAR (\$1.00), in hand paid by said Trustees at and before the sealing and delivering of these presents, the receipt of which is hereby acknowledged, does hereby grant and convey, in fee simple, unto the Trustees the land and premises lying and being in Queen Anne's County, State of Maryland, and described as follows:

ALL that lot of ground situate in the Fourth Election District of Queen Anne's County, in the State of Maryland, surveyed by J. B. Metcalfe, Registered Land Surveyor, of the State of Maryland, No. 667, in September, 1950, and described as follows, that is to say: BEGINNING for the same at a 6 inch x 6 inch concrete monument set at the point of intersection of the westerly line of the Coxee Neck State Road (50 feet wide), and the southerly line of the 33 foot wide strip conveyed to the State Road Commission by Harry T. Norman in a deed dated March 27, 1942, and recorded among the Land Records of said County in Liber A. S. G., Jr. No. 6, folio 14; and running (1) thence by and with the southerly line of the above mentioned thirty three (33) foot wide strip of land, South 52 degrees 22 minutes West, 1226.20 feet to a 6 inch x 6 inch concrete monument; (2) thence continuing by and with the said strip of land, North 29 degrees 20 minutes West, 33.00 feet to a point on the southerly line of road which is a way to these and other lands; (3) thence by and with the line of the said way, South 57 degrees 18 minutes West, 1455.00 feet to an iron hub that marks the southeasterly corner of the William Denny land; (4) thence by and with the said Denny land, South 56 degrees 42 minutes West, 1118.50 feet to a 6 inch x 6 inch concrete monument; thence continuing the same course 25.00 feet, more or less (total distance 1143.50 feet) to the mean high water line of Coxee Creek; (5) thence by and with the mean high water line of the said Creek in a southerly direction to the line of lands of Charles N. Smith, Jr.; (6) thence by and with the said Smith lands, North 65 degrees

35 minutes East, 25.00 feet, more or less, to a 6 inch x 6 inch concrete monument (NOTE: Course and distances between the concrete monument mentioned in Paragraph "4" and the concrete monument mentioned above in Paragraph "6" is South 16 degrees 59 minutes East, 1256.40 feet); thence continuing with the Smith Lands, North 65 degrees 35 minutes East, 1976.10 feet to a 6 inch x 6 inch concrete monument; thence continuing by and with the said Smith lands the two following courses and distances: North 50 degrees 46 minutes East, 229.20 feet to a marked white oak tree, North 39 degrees 14 minutes East, 349.20 feet to a 6 inch x 6 inch concrete monument set on the line of lands of one Alexander Brown. NOTE: The division line along the Smith lands conforms with the division line as set forth in a deed from Elizabeth L. Rapp to Charles W. Smith, Jr. recorded in Liber A. S. C., Jr. No. 12, folio 110, a land record book of Queen Anne's County; (7) thence by and with the said Brown lands and also the lands of Herman Palmer the two following courses and distances: North 07 degrees 28 minutes East, 421.60 feet to a 6 inch x 6 inch concrete monument; South 83 degrees 00 minutes East, 198.30 feet to the Westerly line of the aforementioned Coxes Neck State Road. NOTE: A 6 inch x 6 inch concrete monument is set on the last mentioned line, 8.30 feet from the edge of the State Road; (8) thence by and with the line of said State Road, North 11 degrees 14 minutes East, 1732.10 feet to the point of beginning; CONTAINING 101.80 Acres of land, more or less.

BEING the same farm and tract of land which was granted and conveyed unto the said Francis S. Key and Elizabeth M. Key, his wife, the Grantor herein, by Harry J. Green and Dorothy E. Green, his wife, by deed of conveyance bearing date May 18, 1964, and recorded in Liber C. W. C. No. 8, folio 148, a land record book for Queen Anne's County, State of Maryland.

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 Grantor, of, in, to, or out of the said land and premises;

IN TRUST to permit said Grantor to use and occupy the said described land and premises and to receive the rents, issues, and profits thereof, until default be made in the payment of any indebtedness hereby secured and in the performance of the conditions and obligations made and stipulated in the said promissory note or in the performance of any covenant or agreement contained in this trust; and upon the full payment of all of said note and any extensions or renewals thereof, and interest thereon, and all moneys advanced or expended as provided for in said promissory note or as herein provided, and all other costs, attorney's fees, charges, commissions, and expenses, at any time before the sale herein provided for to release and re-convey the said land and premises unto and at the cost of the Grantor or the party or parties then claiming under said Grantor.

The Grantor, for himself and his successors and assigns, covenants and agrees as a part of this trust, as follows:

1. That he will pay the indebtedness evidenced by the note secured hereby, all taxes and assessments relating to the land and premises herein described, ground rents, all charges against the property, and all other sums which are required to be paid by him under the terms of said promissory note or this Deed of Trust, including costs, expenses and attorney's fees incurred by the Trustees or the holder of said note with respect to this trust, the said note or the land and premises herein described, and in default of any such payment the holder of said note may pay the same, and any sum or sums so paid shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest, and shall be secured by this Deed of Trust.
  2. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear accepted; and that he will not act or fail to act in any manner which will jeopardize the lien of this Deed of Trust.
  3. That he will keep the improvements now existing, or hereafter erected on said land, insured against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of said note, and will pay promptly, when due, any premiums on such insurance.
- All insurance shall be carried in companies approved by the holder of said note

③

-3-

and the policies and renewals thereof shall be held by said holder and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of said note. In event of loss he will give immediate notice by mail to the holder of said note, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to and to the order of the holder of said note, and the insurance proceeds or any part thereof may be applied by such holder at his option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the security property. In the event of sale under the terms of this Deed of Trust or other transfer of title to said security property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. That in the event the ownership of the security property becomes vested in a person other than Grantor, the holder of said note may, without notice to the Grantor, deal with such successor or successors in interest with reference to this instrument and the indebtedness secured hereby in the same manner as with Grantor, and any extension of the time of the payment of the indebtedness or any other modification of the terms of the indebtedness at the instance of the then owner shall not relieve the Grantor of his liability on the note hereby secured or from the performance of any of the covenants and agreements contained herein whether said extension or modification be made with or without the consent of the Grantor.

5. That the irrevocable power to substitute one or more of the trustees named herein or substituted therefor is expressly reserved to the holder of the note secured by this Deed of Trust to be exercised any time hereafter no matter how often without notice and without specifying any reason therefor by filing for record among the land records where this instrument is recorded a Deed of Appointment, and thereupon all of the title and estate, powers, rights and duties of the trustee thus superseded shall terminate and shall be vested in the successor trustee or trustees. The Grantor and the Trustees herein named or that hereafter may be substituted hereunder expressly waive notice of the exercise of this power, the giving of bond by any trustee, and any requirement for application to any Court for the removal, substitution or appointment of a trustee hereunder.

6. That each Trustee acting hereunder shall be paid of fee of Five and 50/100 Dollars (\$5.50) for each document which he is required to execute under the terms of this Deed of Trust.

7. That his failure to perform any of his obligations under this Deed of Trust or under said note shall constitute a default and all indebtedness secured hereby shall immediately become due and payable at the option of the holder of said note. Any time thereafter, at the request of the holder of said note, the Trustees shall have the power and it shall be their duty to sell said land and premises or any part thereof at public auction, in such manner, at such time and place, upon such terms and conditions, and upon such public notice as the Trustees may deem best for the interest of all concerned, consisting of advertisement in a newspaper of general circulation in the county or city in which the security property is located for at least once a week for two successive weeks, or for such period as applicable law may require and, in case of default of any purchaser, to re-sell with such postponement of sale or re-sale and upon such public notice thereof as the Trustees may determine, and upon compliance by the purchaser with the terms of sale, and upon judicial approval as may be required by law, convey said land and premises in fee simple to and at the cost of the purchaser, who shall not be liable to see to the application of the purchase money; and from the proceeds of sale: FIRST, to pay all proper costs and charges, including but not limited to court costs, advertising expenses, auctioneer's allowance, the expenses, if any, required to correct any irregularity in the title, premium for Trustee's bond, auditor's fee, attorney's fee, and all other expenses of sale incurred in and about the protection and execution of this trust, and all moneys advanced for taxes, assessments, insurance, and with interest thereon as provided herein, and all taxes due upon said land and premises at time of sale, and to retain as compensation a commission of five percent (5%) on the amount of said sale or sales; SECOND, to pay the whole amount then remaining unpaid of the principal of said note, and interest thereon to date of payment, whether the same shall be due or not, it being understood and agreed that upon such sale before maturity of the note the balance thereof shall be immediately due and payable; THIRD, to pay liens of record against the security property according to their priority of lien and to the extent that funds remaining in the hands of the Trustees are available; and LAST, to pay the remainder of said proceeds if any,



to the Grantor, his heirs, personal representatives, successors or assigns upon the delivery and surrender to the purchaser of possession of the said land and premises, less costs and expenses of obtaining possession.

8. That if the security property shall be advertised for sale, as hereinabove provided, and not sold, he will pay all costs in connection therewith including, but not limited to advertising, attorney's fees and a Trustee's commission of 2% of the then unpaid principal balance of the indebtedness, and the same shall be secured in like manner as other charges and expenses relating to the execution of this trust and bear interest at the rate stated in said note.

9. That he warrants specially the property herein conveyed and that he will execute such further assurances thereof as may be requisite.

10. That by his execution of this Deed of Trust he certifies that prior to such execution he has received a fully executed agreement as to the contractual rate of interest relating to this transaction as required by Article 49 of the Annotated Code of Maryland, and a loan disclosure statement, as required by law.

The provisions of this Deed of Trust shall be binding upon and inure to the benefit of Grantor, his heirs, personal representatives, successors and assigns, the Trustees and any successor, or substitute trustee or trustees, and the holder of the note hereby secured. 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 following signatures and seals.

WITNESS (as to Grantor)

Delcine T. White

Francis S. Key (SEAL)

Delcine T. White

Elizabeth M. Key (SEAL)  
Elizabeth M. Key

STATE OF MARYLAND, COUNTY OF MONTGOMERY, TO WIT:

ON this 9 day of February, 1973, before me, the undersigned officer, personally appeared FRANCIS S. KEY and ELIZABETH M. KEY, his wife, known to me (satisfactorily proven) to be the persons whose names are subscribed to the instrument and acknowledged that they executed the same for the purposes stated.



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

Delcine T. White  
Delcine T. White, Notary Public  
My commission expires July 1, 1974.

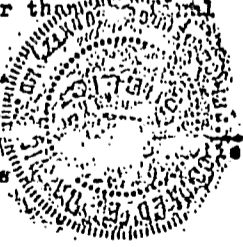
STATE OF MARYLAND, COUNTY OF MONTGOMERY, TO WIT:

I HEREBY CERTIFY that on this 9th day of February 1973, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared HOMER GUELSKY - and made oath in due form of law that he is the party secured by the foregoing Deed of Trust and that the consideration set forth in the foregoing Deed of Trust is true and bona fide as therein set forth; and that the amount of the loan which the foregoing Deed of Trust has been given to secure was paid over and disbursed by the party secured to the borrower or to the person responsible for the disbursement of funds in the closing transaction at a time no later than the date of and complete execution of the foregoing Deed of Trust.

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



Donald E. Jarvis  
Donald E. Jarvis  
My commission expires



(5)

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

THIS IS TO CERTIFY, that the foregoing was truly taken  
and copied from Liber CWC 71, folio 137, 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 22nd  
day of July 1980.

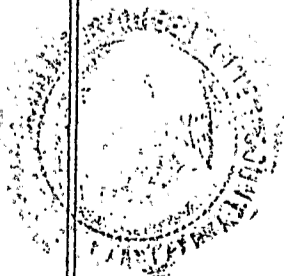
Marguerite W. Mankin  
Marguerite W. Mankin, Clerk of  
Circuit Court for Queen Anne's  
County.

DEED OF APPOINTMENT AND SUBSTITUTION

WHEREAS, by Deed of Trust dated February 9, 1973 and recorded on February 15, 1973 in Liber 71 at Folio 137 among the Land Records of Queen Anne's County, State of Maryland, Francis S. Key and Elizabeth M. Key, his wife, granted and conveyed unto Charles Haugh and Ronald Creamer, Trustees all that certain parcel of land together with improvements thereon, situate, lying and being in Queen Anne's County, State of Maryland, as particularly described therein, in trust, to secure the payment of one certain Deed of Trust Note in the amount of Twenty Five Thousand and NO/100 Dollars (\$25,000.00) and payable to the order of Homer Gudelsky; and,

WHEREAS, the holder of the Note secured by said Deed of Trust, desires to substitute and appoint Jeffrey M. Frost and Bernard H. Kanstoroom as Trustees under said Deed of Trust in the place and stead of Charles Haugh and Ronald Creamer Trustees.

NOW, THEREFORE, the undersigned, Construction Group, Inc., the holder of the Note secured by the Deed of Trust dated February 9, 1973, and recorded in Liber 71 at Folio 137 among the Land Records of Queen Anne's County, State of Maryland, does by these presents constitute and appoint Jeffrey M. Frost and Bernard H. Kanstoroom as Substitute Trustees under the aforesaid Deed of Trust, thereby vesting said Substitute Trustees with all of the rights, powers and authority, and charging them with all of the duties conferred or charged upon the original Trustees of said Deed of Trust.



⑦

WITNESS the following signatures and seal this 25<sup>th</sup> day of July, 1980.

WITNESS:

Construction Group, Inc.

[Signature]

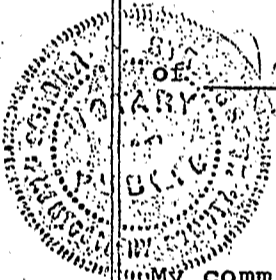
By: [Signature]  
Robert M. Keats

STATE OF MARYLAND: )  
                                  ) ss  
COUNTY OF                    )

AUG -6-80 \* 23647 \*\*\*\*\*  
AUG -6-80 A #23647 \*\*\*\*\*

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert M. Keats, whose name is signed to the foregoing Deed of Appointment and Substitution bearing date on the 25<sup>th</sup> day of July, 1980, and made oath in the due form of law that he is the agent of Construction Group, Inc. and that he is authorized to make this Affidavit, have this day acknowledged the same before me in the aforesaid County and State.

Given under my hand and seal this 25<sup>th</sup> day of July, 19 80.



Honora C. Strauss  
Notary Public

My commission Expires: July 1, 1982

I HEREBY CERTIFY that the foregoing instrument was prepared by the undersigned, an attorney admitted to practice before the Court of Appeals of the State of Maryland.

[Signature]  
Nelson C. Cohen

(8)

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

THIS IS TO CERTIFY, that the foregoing was truly taken  
and copied from Liber MWM 166, folio 414, a Land  
Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto  
subscribe my name and affix the  
Seal of the Circuit Court for  
Queen Anne's County, this 6th  
day of August 1980.



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

⑨

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

JEFFREY M. FROST and )  
BERNARD H. KANSTOROOM, Trustees )

Plaintiffs )

vs. )

Equity No. 6718

FRANCIS S. KEY and )  
ELIZABETH M. KEY )

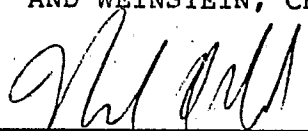
Defendants. )

STATEMENT OF DEBT

Balance due on principal . . . . .	\$25,000.00
Interest from February 28, 1978 to July 28, 1980, at 9% per annum* . . . . .	\$5,816.35
Legal Fees to July 1, 1980 . . . . .	\$2,604.18
TOTAL AMOUNT DUE. . . . .	\$33,420.53

\* Plus interest at \$7.43 per day until collected.

LEVITAN, EZRIN, CRAMER, WEST  
AND WEINSTEIN, CHARTERED

By:   
 Nelson C. Cohen  
 Attorney for Plaintiff  
 5454 Wisconsin Avenue  
 Suite 1400  
 Chevy Chase, Maryland 20015  
 (301) 951-1500

STATE OF *Maryland* :ss  
COUNTY OF *Prince Georges*

Nelson C. Cohen, being first duly sworn, deposes and says that he is the attorney for the holder of the Deed of Trust Note dated February 9, 1973 made by Francis S. Key and Elizabeth M. Key to Jeffrey M. Frost and Bernard H. Kanstoroom, Trustees, which Deed of Trust is recorded in the Land Records of Queen Anne's County, Maryland, in Liber 71 at Folio 137, and that the

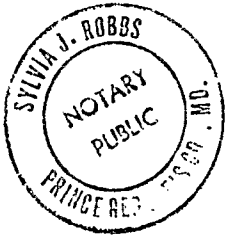
makers are in default of the payment of said Note; and that the foregoing Statement of Debt is true and correct to the best of his knowledge, information and belief.

Subscribed and sworn to before me this 4th day of August, 1980.

Sylvia J. Robbs  
Notary Public

My Commission Expires: 7.1.82

(Notarial Seal)



IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

JEFFREY M. FROST and )  
BERNARD H. KANSTOROOM, Trustees )

Plaintiffs )

vs. )

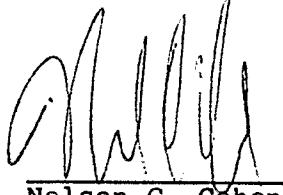
Equity No. 6718

FRANCIS S. KEY and )  
ELIZABETH M. KEY )

Defendants. )

AFFIDAVIT IN COMPLIANCE WITH SOLDIERS'  
AND SAILORS' CIVIL RELIEF ACT OF 1940, AS AMENDED

Nelson C. Cohen, being first duly sworn, deposes and says that he is the attorney for the plaintiffs in the above-entitled case, and makes this affidavit pursuant to the provisions of Section 200 of the Soldiers' and Sailors' Civil Relief Act of 1940; that he has caused a careful investigation to be made to ascertain whether or not the above-named defendants are in the military service of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, the Air Force, or an officer of the Public Health Service detailed by proper authority for duty either with the Army or the Navy; and that as a result of said investigation affiant does hereby state to the best of his knowledge, information and belief, that the defendants are not in any of the above-named branches of the military service and further, that the defendants have not received notice of induction or notice to report for military service; and that affiant is duly authorized to make this affidavit on behalf of plaintiffs.



Nelson C. Cohen

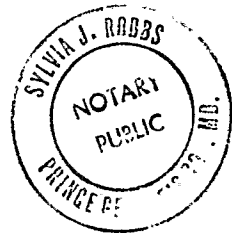


Subscribed and sworn to before me this 4th day  
of August, 1980.

Sylvia J. Robbs  
Notary Public

My Commission Expires: 7.1.82

STATE OF Maryland :  
COUNTY OF Prince Georges :SS



(12A)



MORTGAGEES OR TRUSTEES BOND

SAFECO INSURANCE COMPANY OF AMERICA  
GENERAL INSURANCE COMPANY OF AMERICA  
FIRST NATIONAL INSURANCE COMPANY  
OF AMERICA  
HOME OFFICE: SAFECO PLAZA  
SEATTLE, WASHINGTON 98185

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

Equity No. 6718

Bond No 2920969

KNOW ALL BY THESE PRESENTS, THAT we, Jeffrey M. Frost and Bernard H. Kanstoroom

as principal, and SAFECO Insurance Company of America, a body corporate, duly incorporated under the laws of the State of Washington, as surety, are held and firmly bound unto the STATE OF MARYLAND, in the full and just sum of Two Hundred Sixty Nine Thousand and NO/100 (\$ 269,000.00 ) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 22nd day of September, in the year of our Lord 1980.

WHEREAS, the above bounden Jeffrey M. Frost and Bernard H. Kanstoroom

by virtue of the power contained in a mortgage - deed of trust from Francis S. Key and Elizabeth M. Key

to Ronald Creamer and Charles Haugh bearing date the 9th day of February, 1973 and recorded among the Land Records of Queen Anne's County in Libor No. 71, Folio 137 and Jeffrey M. Frost

and Bernard H. Kanstoroom having duly appointed as substitute

Trustees and are

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Jeffrey M. Frost and Bernard H. Kanstoroom

do and shall well and truly and faithfully perform the trust reposed in them under the ~~mortgage~~ - deed of trust aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, of 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 Jeffrey M. Frost and Bernard H. Kanstoroom

~~have~~ have hereto set their hand and seal and the said body corporate has caused those presents to be duly signed by its duly authorized agent and attorney-in-fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of

[Signature]

[Signature] (SEAL)  
Bernard H. Kanstoroom

[Signature] (SEAL)  
Jeffrey M. Frost

SAFECO INSURANCE COMPANY OF AMERICA  
By [Signature]  
Attorney-in-Fact



(13)

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

Sept 29 1980

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from  
Liber M.W.M. No. 3, folio 26, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe  
my name and affix the Seal of the Circuit  
Court for Queen Anne's County, this 29th  
day of September, 1980.

*Marguerite W. O'Brien*  
\_\_\_\_\_  
Clerk of the Circuit Court for Queen Anne's  
County

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

JEFFREY M. FROST and  
BERNARD H. KANSTOROOM, Trustees )

Plaintiffs )

vs. ) Equity No. 6718

FRANCIS S. KEY )

and )

ELIZABETH M. KEY )

Defendants. )

REPORT OF SALE

The report of JEFFREY M. FROST and BERNARD H. KANSTOROOM, Trustees, for the purpose of foreclosure of Deed of Trust from FRANCIS S. KEY and ELIZABETH M. KEY, dated February 9, 1973, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 71 at Folio 13, default having occurred under the terms of said Deed of Trust, is as follows:

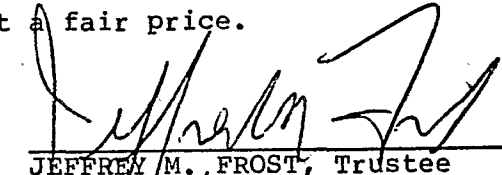
That after having given bond with surety for the faithful performance of their trust as required by law, and after giving due notice of time, place and manner and terms of the sale by advertisement inserted in the Queen Anne's Record Observer, a newspaper published in Queen Anne's County, Maryland, once a week for three (3) successive weeks before the date of sale, and having complied with all other duties as required by law and said Deed of Trust, Jeffrey M. Frost, Trustee, on behalf of both Trustees, did, pursuant to said advertisement, attend the sale at the main entrance to the Circuit Courthouse, Centreville, Maryland, on Monday, September 22, 1980, at 12:00 p.m., and then

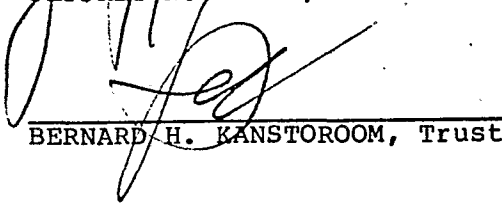
LIBER  
SEP 23 1980  
QUEEN ANNE'S COUNTY

(14)

and there did proceed to sell the property mentioned in said advertisement, as conveyed by said Deed of Trust, and sold the same to William E. /, and for the sum of Two Hundred Sixty/ Dollars Nine Thousand (\$ 269,000.00 ) subject to a first trust in the amount of \$184,823.02 plus interest.

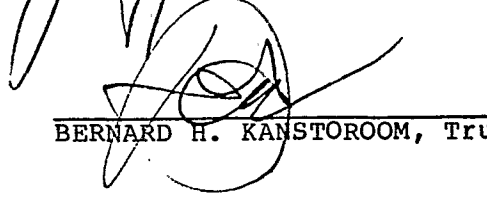
The Trustees further report that the sale was fairly made and that the property brought a fair price.

  
JEFFREY M. FROST, Trustee

  
BERNARD H. KANSTOROOM, Trustee

The undersigned Trustees under the penalties of perjury do solemnly declare and affirm that the contents of the foregoing Report of Sale are true and correct, that the sale was fairly made and the property brought a fair price.

  
JEFFREY M. FROST, Trustee

  
BERNARD H. KANSTOROOM, Trustee

AUCTIONEER'S AFFIDAVIT

IN THE MATTER OF: Coxes Neck Road

STATE OF MARYLAND: SS:  
Queen Anne's County :

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly anything of value to anyone for aiding or employ- ing us to make the sale for which the annexed bill or statement was rendered, and that no payment has been made by us, or will be made by us in connection with such sale, except those set forth in detail in our said bill or statement.

MICHAEL FOX AUCTIONEERS, INC.

By Gilbert A. Schwartzman  
Gilbert A. Schwartzman  
Auctioneer

Subscribed and sworn to before me, a Notary Public in and for the County of Baltimore, by Gilbert A. Schwartzman, this 25th day of September, 1980.

1980 OCT - 6  
QUEEN ANNE'S COUNTY

Wanda L. Clauss  
Notary Public  
Wanda L. Clauss



(16)

# Michael Fox Auctioneers, inc.

Suite 1915 • Charles Center South • 301 / 332-1333  
36 South Charles Street • Baltimore, Maryland 21201

No 10192

September 25, 1980

Bernard H. Kanstoroom, Substitute Trustee  
Jeffrey M. Frost, Substitute Trustee  
c/o Levitan, Ezrin, Cramer, West & Weinstein  
1400 Barlow Building  
5454 Wisconsin Avenue  
Chevy Chase, Maryland 20015

RE: Sale, Coxes Neck Road, Queen Anne's County, Maryland

Total Deposit			\$ 5,000 00
Queen Anne's County Record Observer	\$ 238 05		
Fee	<u>1,000 00</u>		<u>1,238 05</u>
Balance of Proceeds - Check Enclosed			\$ <u>3,761 95</u>



# Michael Fox Auctioneers, inc.

Executive Offices • Suite 1915 • Charles Center South  
36 South Charles Street • Baltimore, Maryland 21201

## REPORT OF SALE

PROPERTY: ..... Coxes Neck Road, Queen Anne's County  
 ..... William E. Tucker agent for

BUYER(S): ..... Broadwater Enterprises

ADDRESS: ..... Box 418  
 ..... Centerville, Maryland 21617

PHONE: ..... (301) 758-1643

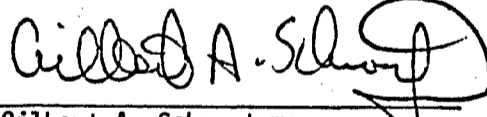
AMOUNT OF SALE: ..... \$269,000.00 subject to 1st Trust of  
 ..... \$184,823.02 plus interest of 48.01  
 ..... per day.....

DEPOSIT: ..... \$5,000.00.....

DATE OF SALE: ..... September 22, 1980.....

CLERK:  
 1980 OCT -6 AM 9:20  
 QUEEN ANNE'S COUNTY

Respectfully submitted,  
 MICHAEL FOX AUCTIONEERS, INC.

By:   
 Gilbert A. Schwartzman  
 Auctioneer

18



PURCHASER'S AFFIDAVIT

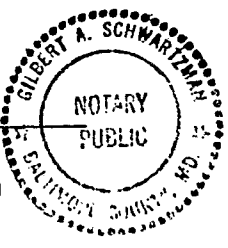
STATE OF MARYLAND, Queen Anne's County :

I HEREBY CERTIFY, that on this 22nd day of September, 1980, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared William E. Tucker, purchaser at the Substitute Trustees' sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as ~~principal~~/agent for Broadwater Enterprises, and that he has not directly or indirectly discouraged anyone from bidding for the said real property mentioned in the Report of Sale.

*Broadwater Enterprises*

*William E. Tucker* (SEAL)  
PURCHASER

*Gilbert A. Schwartzman*  
NOTARY PUBLIC  
Gilbert A. Schwartzman



159 OCT -6 AM 9 20  
QUEEN ANNE'S COUNTY

19

267 265 264 269  
266 262

**CONTRACT OF SALE  
AT PUBLIC AUCTION**

**COPY OF ADVERTISEMENT**

Property Coxes Neck Road, Queen Anne's County, Maryland

The undersigned purchaser(s) hereby acknowledges that I (or We) have this day purchased the property described in the within advertisement, subject to the conditions stated therein, at the price of

\$ 269,000. Subject to the Trust of

And have paid to MICHAEL FOX AUCTIONEERS, INC. the sum of 184,375.00

\$ 5000.00

by way of deposit and earnest money, and I (or We) agree to complete the purchase in accordance with said conditions.

As witness my hand this 22nd day of September, 1980

BROADWATER ENTERPRISES (SEAL)

William E. Tucker (SEAL)

Florida E. ...

ADDRESS Box 418 Centerville, Md 21614

CITY, STATE, ZIP 758-1643

PHONE

I acknowledge receipt of deposit: [Signature]

AUCTIONEER

The above offer is accepted subject to the conditions of sale in said advertisement, and I (or We) agree to deliver title as therein stated as necessary to complete the sale, subject to the conditions herein set forth.

[Signature] (SEAL)

SELLER OR AUTHORIZED AGENT

11,000 13,000 15,000 17,000 19,000 21,000 23,000 25,000 27,000 29,000 31,000 33,000 35,000 37,000 39,000 41,000 43,000 45,000 47,000 49,000 51,000 53,000 55,000 57,000 59,000 61,000 63,000 65,000 67,000 69,000 71,000 73,000 75,000 77,000 79,000 81,000 83,000 85,000 87,000 89,000 91,000 93,000 95,000 97,000 99,000 101,000 103,000 105,000 107,000 109,000 111,000 113,000 115,000 117,000 119,000 121,000 123,000 125,000 127,000 129,000 131,000 133,000 135,000 137,000 139,000 141,000 143,000 145,000 147,000 149,000 151,000 153,000 155,000 157,000 159,000 161,000 163,000 165,000 167,000 169,000 171,000 173,000 175,000 177,000 179,000 181,000 183,000 185,000 187,000 189,000 191,000 193,000 195,000 197,000 199,000 201,000 203,000 205,000 207,000 209,000 211,000 213,000 215,000 217,000 219,000 221,000 223,000 225,000 227,000 229,000 231,000 233,000 235,000 237,000 239,000 241,000 243,000 245,000 247,000 249,000 251,000 253,000 255,000 257,000 259,000 261,000 263,000 265,000 267,000 269,000

Nelson C. Cohen, Attorney  
Levitan, Ezrin, Cramer, West & Weinstein, Attorneys  
1400 Barlow Building  
5454 Wisconsin Avenue  
Chevy Chase, Maryland 20015  
SUBSTITUTE TRUSTEES'  
VALUABLE FEE SIMPLE  
SINGLE FAMILY HOME WITH  
SEVERAL OUT BUILDINGS  
IN QUEEN ANNE'S COUNTY, MD.

Under and by virtue of the power of sale contained in a certain Deed of Trust from Francis S. Key and Elizabeth M. Key, his wife to the Trustees named therein dated February 9, 1973 and February 15, 1973 and recorded among the Land Records of Queen Anne's County in Liber 71 at Follo 137, the holder of the indebtedness secured by said Deed of Trust having appointed Jeffrey M. Frost and Bernard H. Kanstoroom, Substitute Trustees 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 Substitute Trustees will offer for sale at the main entrance of Circuit Courthouse door, Centreville, Queen Anne's County, Maryland on Monday, September 22, 1980 at 12:00 Noon, the property described as follows:

ALL that lot of ground situate in the Fourth Election District of Queen Anne's County, in the State of Maryland, surveyed by J.B. Metcalfe, Registered Land Surveyor, of the State of Maryland, No. 667, in September, 1950, and described as follows, that is to say: BEGINNING for the same at a 6 inch x 6 inch concrete monument set at the point of intersection of the Westerly line of the Coxes Neck State Road (50 feet wide), and the Southerly line of the 33 foot wide strip conveyed to the State Roads Commission by Harry T. Norman in a deed dated March 27, 1942, and recorded among the Land Records of said County in Liber A.S.G., Jr. No. 6, folio 14; and running (1) thence by and with the Southerly line of the above mentioned thirty three (33) foot wide strip of land, South 52 degrees 22 minutes West, 1226.20 feet to a 6 inch x 6 inch concrete monument; (2) thence continuing by and with the said strip of land, North 29 degrees 20 minutes West, 33.00 feet to a point on the Southerly line of road which is a way to these and other lands; (3) thence by and with the line of the said way, South 57 degrees 18 minutes West, 1455.00 feet to an iron hub that marks the Southeasterly corner of the William Denny land; (4) thence by and with the said Denny lands, South 56 degrees 42 minutes West, 1118.50 feet to a 6 inch x 6 inch concrete monument; thence continuing the same course 25.00 feet, more or less (total distance 1143.50 feet) to the mean high water line of Coxes Creek; (5) thence by and with the mean high water line of the said Creek in a Southerly direction to the line of lands of Charles N. Smith, Jr.; (6) thence by and with the said Smith lands, North 65 degrees 35 minutes East, 25.00 feet, more or less, to a 6 inch x 6 inch concrete monument (NOTE: Course and distance between the concrete monument mentioned in Paragraph "4" and the concrete monument mentioned above in Paragraph "6" is South 16 degrees 35 minutes East, 1976.10 feet to a 6 inch x 6 inch concrete monument; thence continuing by and with the said Smith lands the two following courses and distances: North 50 degrees 46 minutes East, 229.20 feet to a marked white oak tree, North 39 degrees 14 minutes East, 349.20 feet to a 6 inch x 6 inch concrete monument set on the line of lands of one Alexander Brown. NOTE: The division line along the Smith lands conforms with the division line as set forth in a deed from Elizabeth L. Rapp to Charles W. Smith, Jr. recorded in Liber A.S.G., Jr. No. 12, folio 110, a land record book of Queen Anne's County; (7) thence by and with the said Brown lands and also the lands of Herman Palmer the two following courses and distances: North 07 degrees 28 minutes East, 421.60 feet to a 6 inch x 6 inch concrete monument; South 83 degrees 00 minutes East, 198.30 feet to the Westerly line of the aforementioned Coxes Neck State Road. NOTE: A 6 inch x 6 inch concrete monument is set on the last mentioned line, 8.30 feet from the edge of the State Road; (8) thence by and with the line of said State Road, North 11 degrees 14 minutes East, 1732.10 feet to the point of beginning; CONTAINING 101.80 Acres of land, more or less.

The property is improved by a single family home with several out buildings. The above described property will be sold in "as is" condition and without warranty as to the accuracy of the information furnished to and/or by the Substitute

The property will be sold subject to a prior Deed of Trust the exact amount of which will be announced at the time and place of sale.

Terms of Sale: A deposit of five thousand dollars (\$5,000.) will be required at the time of sale, which deposit shall be in the form of cash, certified or bank cashier's check, or in such form as the Substitute Trustees may in their sole discretion determine. The balance is payable in cash with interest at the rate of the Deed of Trust from date of sale to date of settlement.

Settlement of the sale will take place at the office of the Substitute Trustees or other mutually agreed upon place fifteen (15) days following court ratification of the sale. Conveyance shall be by the Trustees Deed without covenant or warranty, express or implied. Time is of the essence.

Any and all state, county and town taxes, front foot benefit charges, and any assessments or levies will be adjusted as of date of sale and assumed thereafter by the purchaser. All costs incident to settlement, including, without thereby limiting, recordation costs and taxes, state and county transfer taxes, state revenue stamps and settlement fees, will be at the cost of the purchaser.

Compliance with the terms of sale shall be made within the time aforesaid or deposit shall be forfeited and the property resold at the risk and costs of the defaulting purchaser.

Nelson Cohen  
Attorney for Substitute Trustees  
5454 Wisconsin Avenue  
Chevy Chase, Maryland 20015  
(301) 951-1500

Michael Fox Auctioneers, Inc.  
Suite 1915 Charles Center South  
86 South Charles Street  
Baltimore, Maryland 21201  
(301) 332-1333

20

PRO-933-04

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

JEFFREY M. FROST and \*  
BERNARD H. KANSTOROOM, TRUSTEES \*

Plaintiffs \*

v. \*

Equity No. 6718

FRANCIS S. KEY \*


and \*

ELIZABETH M. KEY \*

Defendants \*


LINE

Please file in the above referenced case the attached Trustees Report of Sale, Purchaser's Affidavit, Auctioneer's Report of Sale, Auctioneer's Affidavit, bill for Queen Anne's County Record Observer and Auctioneer's fee, and Contract of Sale at Public Auction, Order and NiSi and final Order of Ratification.

  
Nelson C. Cohen  
Attorney for Trustees  
5454 Wisconsin Avenue, #1400  
Chevy Chase, Maryland 20015  
(301) 951-1530

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Line was mailed, first class mail, postage prepaid, this 2<sup>nd</sup> day of October, 1980 to Paul Madden, Esquire, Attorney for Claimant, 25 S. Charles Street, Baltimore, Maryland 21201 and David C. Bryan, Esquire, 111 Lawyers Road, Centreville, Maryland 21617.

  
Nelson C. Cohen

1980-10-02 19  
BALTIMORE MD

(21)

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

ORDER NISI

JEFFREY M. FROST and  
BERNARD H. KANSTOROOM, TRUSTEES

Plaintiffs

v.

FRANCIS S. KEY

and

ELIZABETH M. KEY

Defendants

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

Equity No. 6718

ORDERED, this 6th day of October, 1980, by the  
Circuit Court for Queen Anne's County, as a Court of Equity, that  
the sale made by Jeffrey M. Frost and Bernard H. Kanstoroom,  
Trustees to William E. Tucker, agent for Broadwater Enterprises,  
and reported in the above entitled cause, be ratified and confirmed  
unless cause to the contrary thereof be shown on or before the

6th day of November next;  
provided a copy of this order be inserted in some newspaper  
published in said Queen Anne's County, once a week for three  
successive weeks before the said 30th day of October.

The report states the amount of the sale to be \$269,000.00  
subject to a first trust in the amount of \$184,823.02 plus interest.

Filed: October 6, 1980

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

**PROOF OF CLAIM FOR INTERNAL REVENUE TAXES**

IN THE Circuit COURT  
FOR THE Queen Anne County

IN THE MATTER OF:  
**Jeffrey M. Frost & Bernard Kanstoroom**  
Vs.  
**Francis S. Key and Elizabeth M. Key**  
6920 Donachie Road  
Baltimore, Maryland 21239

DOCKET NO. Equity No. 6718

TYPE OF PROCEEDING Mortgage Foreclosure

**CLAIM OF THE UNITED STATES**  
FOR INTERNAL REVENUE TAXES

TAXPAYER'S IDENTIFYING NUMBER  
Social Security No. 217-22-7962  
Employer Identification No. \_\_\_\_\_

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

1. **Francis S. and Elizabeth M. Key** is justly and truly indebted to the United States in the sum of \$20,214.39 with interest thereon as hereinafter stated

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

KIND OF TAX	PERIOD	AMOUNT DUE	DATE TAX LIEN FILED	ASSESSED
INCOME (FORM 1040)	7712	\$ 1,012.56	2-14-80	11-20-78
Accrued Interest to 11/6/80		623.31		
Penalty		443.17		
INCOME (FORM 1040)	7812	15,777.74	2-14-80	11-26-79
Accrued Interest to 11/6/80		1,568.46		
Penalty		789.15		
<b>Total</b>		<b>\$ 20,214.39</b>		

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

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
29th day of October, 1980  
*Julius C. Chismold*  
NOTARY PUBLIC

SIGNATURE *Richard Japp*  
INTERNAL REVENUE SERVICE TITLE  
**Special Procedures Advisor**  
ADDRESS  
P. O. Box 1076  
Baltimore, Maryland 21203

Centreville, Md. Nov. 5 19 80

**We Hereby Certify**

That the annexed advertisement of Substitute Trustees'

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before

the 18 day of September 80

And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 3 day of

September 19 80, and the last

insertion on the 17 day of September 19 80.

Publishers, Record Observer

Per *Carolyn Dyer*

*Filed Nov. 5, 1980*

Nelson C. Cohen, Attorney  
 Levitan, Ezrin, Cramer, West & Weinstein, Attorneys  
 1400 Barlow Building  
 5454 Wisconsin Avenue  
 Chevy Chase, Maryland 20015  
**SUBSTITUTE TRUSTEES'**  
**VALUABLE FEE SIMPLE**  
**SINGLE FAMILY HOME WITH**  
**SEVERAL OUT BUILDINGS**  
**IN QUEEN ANNE'S COUNTY, MD.**

Under and by virtue of the power of sale contained in a certain Deed of Trust from Francis S. Key and Elizabeth M. Key, his wife to the Trustees named therein dated February 9, 1973 and February 15, 1973 and recorded among the Land Records of Queen Anne's County in Liber 71 at Follo 137, the holder of the indebtedness secured by said Deed of Trust having appointed Jeffrey M. Frost and Bernard H. Kanstoroom, Substitute Trustees 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 Substitute Trustees will offer for sale at the Court House Door, Queen Anne's County, Maryland on Monday, September 22, 1980 at 12:00 Noon, the property described as follows:

ALL that lot of ground situate in the Fourth Election District of Queen Anne's County, in the State of Maryland, surveyed by J.B. Metcalfe, Registered Land Surveyor, of the State of Maryland, No. 667, in September, 1950, and described as follows, that is to say: BEGINNING for the same at a 6 inch x 6 inch concrete monument set at the point of intersection of the Westerly line of the Coxes Neck State Road (50 feet wide), and the Southerly line of the 33 foot wide strip conveyed to the State Roads Commission by Harry T. Norman in a deed dated March 27, 1942, and recorded among the Land Records of said County in Liber A.S.G., Jr. No. 6, folio 14; and running (1) thence by and with the Southerly line of the above mentioned thirty three (33) foot wide strip of land, South 52 degrees 22 minutes West, 1226.20 feet to a 6 inch x 6 inch concrete monument; (2) thence continuing by and with the said strip of land, North 29 degrees 20 minutes West, 33.00 feet to a point on the Southerly line of road which is a way to these and other lands;

(3) thence by and with the line of the said way, South 57 degrees 18 minutes West, 1455.00 feet to an iron hub that marks the Southeastly corner of the William Denny land; (4) thence by and with the said Denny lands, South 56 degrees 42 minutes West, 1118.50 feet to a 6 inch x 6 inch concrete monument; thence continuing the same course 25.00 feet, more or less (total distance 1143.50 feet) to the mean high water line of Coxes Creek; (5) thence by and with the mean high water line of the said Creek in a Southerly direction to the line of lands of Charles N. Smith, Jr.; (6) thence by and with the said Smith lands, North 65 degrees 35 minutes East, 25.00 feet, more or less, to a 6 inch x 6 inch concrete monument (NOTE: Course and distance between the concrete monument mentioned in Paragraph "4" and the concrete monument mentioned above in Paragraph "6" is South 16 degrees 35 minutes East, 1976.10 feet to a 6 inch x 6 inch concrete monument; thence continuing by and with the said Smith lands the two following courses and distances: North 50 degrees 46 minutes East, 229.20 feet to a marked white oak tree, North 39 degrees 14 minutes East, 349.20 feet to a 6 inch x 6 inch concrete monument set on the line of lands of one Alexander Brown. NOTE: The division line along the Smith lands conforms with the division line as set forth in a deed from Elizabeth L. Rapp to Charles W. Smith, Jr. recorded in Liber A.S.G., Jr. No. 12, folio 110, a land record book of Queen Anne's County; (7) thence by and with the said Brown lands and also the lands of Herman Palmer the two following courses and distances: North 07 degrees 28 minutes East, 421.60 feet to a 6 inch x 6 inch concrete monument; South 83 degrees 00 minutes East, 198.30 feet to the Westerly line of the aforementioned Coxes Neck State Road. NOTE: A 6 inch x 6 inch concrete monument is set on the last mentioned line, 8.30 feet from the edge of the State Road; (8) thence by and with the line of said State Road, North 11 degrees 14 minutes East, 1732.10 feet to the point of beginning; CONTAINING 101.80 Acres of land, more or less.

The property is improved by a single family home with several out buildings. The above described property will be sold in "as is" condition and without warranty as to the accuracy of the information furnished to and/or by the Substitute

The property will be sold subject to a prior Deed of Trust the exact amount of which will be announced at the time and place of sale.

Terms of Sale: A deposit of five thousand dollars (\$5,000.) will be required at the time of sale, which deposit shall be in the form of cash, certified or bank cashier's check, or in such form as the Substitute Trustees may in their sole discretion determine. The balance is payable in cash with interest at the rate of the Deed of Trust from date of sale to date of settlement.

Settlement of the sale will take place at the office of the Substitute Trustees or other mutually agreed upon place fifteen (15) days following court ratification of the sale. Conveyance shall be by the Trustees Deed without covenant or warranty, express or implied. Time is of the essence.

Any and all state, county and town taxes, front foot benefit charges, and any assessments or levies will be adjusted as of date of sale and assumed thereafter by the purchaser. All costs incident to settlement, including, without thereby limiting, recordation costs and taxes, state and county transfer taxes, state revenue stamps and settlement fees, will be at the cost of the purchaser.

Compliance with the terms of sale shall be made within the time aforesaid or deposit shall be forfeited and the property resold at the risk and costs of the defaulting purchaser.

Nelson Cohen  
 Attorney for Substitute Trustees  
 5454 Wisconsin Avenue  
 Chevy Chase, Maryland 20015  
 (301) 951-1500

Michael Fox Auctioneers, Inc.  
 Suite 1915 Charles Center South  
 36 South Charles Street  
 Baltimore, Maryland 21201  
 (301) 332-1333

28

Centreville, Md. NOV. 5 19 80

### We Hereby Certify

That the annexed advertisement of

~~ORDER NISI~~

was published in the RECORD

OBSERVER, a newspaper published

in Queen Anne's County, Maryland, once

in each of 3 successive weeks before

the ~~30~~ day of ~~October~~ 19 ~~80~~.

And that the first insertion of said advertisement in the said RECORD

OBSERVER was on the 15 day of

October 19 80, and the last

insertion on the 29 day of

October 19 80.

Publishers, Record Observer

Per

*Carolyn Dye*

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S  
COUNTY, MARYLAND  
SITTING AS A  
COURT OF EQUITY  
ORDER NISI  
JEFFREY M. FROST and  
BERNARD H.  
KANSTOROOM,  
TRUSTEES  
Plaintiffs

v.  
FRANCIS S. KEY

and  
ELIZABETH M. KEY  
Defendants  
Equity No. 6718

ORDERED, this 6th day of October, 1980, by the Circuit Court for Queen Anne's County, as a Court of Equity, that the said made by Jeffrey M. Frost and Bernard H. Kanstoroom, Trustees to William E. Tucker, agent for Broadwater Enterprises, and reported in the above entitled cause, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 6th day of November next; provided a copy of this order be inserted in some newspaper published in said Queen Anne's County, once a week for three successive weeks before the said 30th day of October.

This report states the amount of the sale to be \$269,000.00 subject to a first trust in the amount of \$184,823.02 plus interest.  
Filed: October 8, 1980

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

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

RO10-15-3t

Filed Nov. 5, 1980

LIRER

15 PAGE 319

29

15 PAGE 320  
**PROOF OF CLAIM FOR INTERNAL REVENUE TAXES**

IN THE Circuit COURT  
FOR THE Queen Anne County

IN THE MATTER OF:  
**Jeffrey M. Frost & Bernard Kanstoroom**  
Vs.  
**Francis S. Key and Elizabeth M. Key**  
6920 Donachie Road  
Baltimore, Maryland 21239

DOCKET NO. Equity No. 6718

TYPE OF PROCEEDING Mortgage Foreclosure

TO CORRECT PROOF OF CLAIM DATED 10/29/80

**CLAIM OF THE UNITED STATES**  
FOR INTERNAL REVENUE TAXES

TAXPAYER'S IDENTIFYING NUMBER 217-22-7962  
Social Security No.  
Employer Identification No.

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

1. William E. Tucker, Jr. is justly and truly indebted to the United States in the sum of \$20,214.39 with interest thereon as hereinafter stated

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

KIND OF TAX	PERIOD	AMOUNT DUE	DATE TAX LIEN FILED	ASSESSED
			<del>XXXXXXXX</del>	<del>DATE TAX XXXXXXXX</del>
INCOME (FORM 1040)	7712	\$ 1,012.56	2-14-80	11-20-78
Accrued Interest to 11/6/80		623.31		
Penalty		443.17		
INCOME (FORM 1040)	7812	15,777.74	2-14-80	11-26-79
Accrued Interest to 11/6/80		1,568.46		
Penalty		789.15		
<b>Total</b>		<b>\$ 20,214.39</b>		

RECEIVED  
CLERK, CIRCUIT COURT  
1980 NOV -6 AM 9:27  
QUEEN ANNE'S COUNTY

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

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
4th day of November, 1980  
*Julian A. Arnold*  
NOTARY PUBLIC

SIGNATURE *Charles J. Zappa*  
INTERNAL REVENUE SERVICE TITLE  
**Special Procedures Advisor**  
ADDRESS  
P. O. Box 1076  
Baltimore, Maryland 21203

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IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

JEFFREY M. FROST and \*  
BERNARD H. KANSTOROOM, TRUSTEES \*

Plaintiffs \*

v. \*

FRANCIS S. KEY \*

EQUITY NO. 6718

and \*

ELIZABETH M. KEY \*

Defendants \*

\* \* \* \* \*

APPLICATION OF CHARLES A. KNOTT, JR.

Charles A. Knott, Jr., by his attorney, Paul W. Madden, hereby makes application, in accordance with Maryland Rule W75a to have the surplus of the proceeds of the sale reported in the above action, after payment to the mortgagee of his claims and expenses, paid over to the said Charles A. Knott, Jr. in satisfaction of his claim, and states as reasons therefor:

1. On or about September 22, 1980, at 12:00 p.m., a parcel of real property located in Queen Anne's County, Maryland containing 101.80 acres of land, more or less, and known as "Broadwater Farms" was sold at public auction under and by virtue of the power of sale contained in a Deed of Trust from Francis S. Key and Elizabeth M. Key to Trustees named therein, dated February 9, 1973 and February 15, 1973, and recorded among the Land Records of Queen Anne's County.

2. Broadwater Farms was sold for \$269,000.00, subject to a prior Deed of Trust in the amount of \$184,823.02.

3. Applicant believes that after payment to the Trustees of their claim and expenses from the proceeds of sale,

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QUEEN ANNE'S COUNTY

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a surplus will remain for the payment of claimants having an interest in "Broadwater Farms".

4. Under and by the terms of (a) a Deed, dated March 1, 1976 from Francis S. Key and Elizabeth M. Key to William E. Tucker, Claudia H. Tucker, Mario Vahos, and William D. Heim, recorded among the Land Records of Queen Anne's County on Liber C.W.C. No. 102, folio 211, (b) a Deed, dated March 5, 1979 from Mario Vahos to Claudia H. Tucker and Barbara Warfield, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 148, folio 108, and (c) a Deed, dated February 13, 1978 from William D. Heim to Claudia H. Tucker, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 167, folio 619, Claudia Tucker has interests totalling 61 1/2% of Broadwater Farms.

5. On or about August 1, 1980, a judgment by confession which had previously been entered in favor of Applicant, Charles A. Knott, Jr., against Claudia H. Tucker was recorded in the judgment records of Queen Anne's County. This judgment is in the amount of \$115,000.00, plus interest and costs.

6. By virtue of the aforesaid judgment, applicant demands payment of his claim from the surplus proceeds of the sale of Broadwater Farms.

7. On or about July 18, 1980, judgment was entered in favor of Barbara Warfield against Claudia Tucker in the amount of \$356,151.45. This judgment was based on a Demand Note dated May 27, 1980, between Claudia H. Tucker and Barbara L. Warfield in the amount of \$350,000.00.

8. The execution by Claudia H. Tucker of a Demand Note in the amount of \$350,000.00 in favor of Barbara L. Warfield was fraudulent as to the creditors of the said Claudia H. Tucker, because the execution of the Note was made without fair consi-

deration, the execution of the Note was made by a person who was insolvent at the time or who was rendered insolvent by the transfer and was made with actual intent to hinder, delay or defraud the creditors of Claudia H. Tucker.

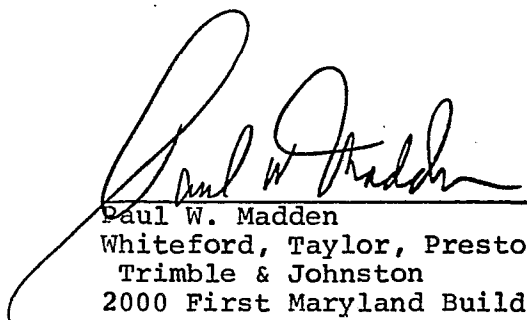
9. By reason of the aforesaid fraudulent transfer, Applicant demands that any claim by Barbara Warfield for satisfaction of the judgment from the surplus proceeds of Broadwater Farms be disallowed.

WHEREFORE, Applicant, Charles A. Knott, Jr., prays that this Court order:

a. That the surplus of the proceeds of sale, after payment to the mortgagee of its claims and expenses, be paid over to the said Charles A. Knott, Jr.

b. That the claim of Barbara L. Warfield to any payment from the surplus of the proceeds of sale be disallowed.

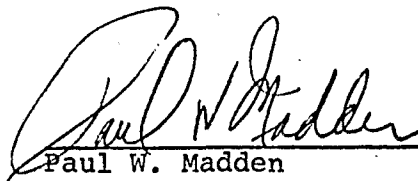
c. For such other and further relief as this cause may require.

  
Paul W. Madden  
Whiteford, Taylor, Preston,  
Trimble & Johnston  
2000 First Maryland Building  
25 South Charles Street  
Baltimore, Maryland 21201  
(301) 752-0987

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of November, 1980, a copy of the foregoing was mailed to Nelson C. Cohen, Esquire, 5454 Wisconsin Avenue, #1400, Chevy Chase, Maryland 20015; to David C. Bryan, Esquire, 111 Lawyers Road, Centerville, Maryland 21617; and to Charles A. Knott, Jr., 1 Barranco Court, Towson, Maryland 21204.



Paul W. Madden

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

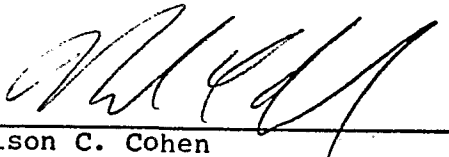
JEFFREY M. FROST and  
BERNARD H. KANSTOROOM, Trustees )  
Plaintiffs )

vs. ) Equity No. 6718

FRANCIS S. KEY and  
ELIZABETH M. KEY )  
Defendants. )

AFFIDAVIT PURSUANT TO RULE W74(a)(2)(b)

Nelson C. Cohen, Esq., being duly sworn under oath, deposes and says that he is the attorney for the Trustees and that he mailed by certified mail, return receipt requested, a notice of the time, place and terms of sale to the Mortgagor at the Mortgagor's last-known address on Wednesday, September 10, 1980, which date was not earlier than twenty days and not later than five days before the date of sale.

  
Nelson C. Cohen

STATE OF MARYLAND )  
COUNTY OF MONTGOMERY ) SS:

Sworn to and Subscribed before me this 18th day of November, 1980.

  
Notary Public

My Commission Expires: 1/1/82



LAW OFFICES  
LEVITAN, EZRIN, CRAMER,  
WEST & WEINSTEIN  
Chartered  
1400 BARLOW BUILDING  
5454 WISCONSIN AVENUE  
CHEVY CHASE, MD. 20015  
(301) 951-1500

FILED

NOV 14 1980

CIRCUIT COURT  
MONTGOMERY COUNTY, MD.

LIBER

15 PAGE 325

(64)

Original mailed to Washington Attorney  
1973 Febon - 10 days at \$4.  
Bolto. Md - 21202 - 4-26-76

DOCUMENT NO. 89,982

MODIFICATION OF DEED OF TRUST  
NOTE AND DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST NOTE AND DEED OF TRUST is made this 27<sup>th</sup> day of FEBRUARY, 1976, by and among FRANCIS S. KEY and ELIZABETH M. KEY (hereinafter collectively called the "Maker"), WILLIAM E. TUCKER and CLAUDIA H. TUCKER, his wife, MARIO VAHOS and LAURA VAHOS, his wife, and WILLIAM D. HEIN (hereinafter called the "Grantees"), HOMER GUELSKY (hereinafter called the "Lender"), and CHARLES HAUGH and RONALD E. CRESWELL, Trustees (hereinafter called the "Trustees").

R E C I T A L S

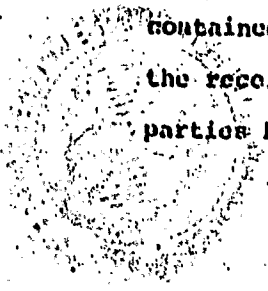
On February 9, 1973, the Maker executed and delivered to the Lender its Deed of Trust Note (hereinafter called the "Note") in the amount of Twenty-Five Thousand Dollars (\$25,000). In order to secure the repayment of the indebtedness evidenced by the Note, the Maker executed and delivered to the Trustees on February 9, 1973, a Deed of Trust (hereinafter called the "Deed of Trust") upon certain real property situate in Queen Anne's County, State of Maryland, and more particularly described therein (hereinafter called the "Property"), which Deed of Trust is recorded among the Land Records of Queen Anne's County in Liber C.W.C. 71, folio 137.

By Deed bearing even date herewith and intended to be recorded among the aforesaid Land Records immediately subsequent hereto, the Maker conveyed to the Grantees title to the Property.

The parties hereto desire to modify the Note and the Deed of Trust in order to induce the Grantees to consummate the purchase of the Property from the Maker and to impose upon the Grantees the responsibility for the payment of the Note and for the performance and observance of all of the terms, covenants and conditions of the Deed of Trust.

A G R E E M E N T S

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:



**FILED**

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LIBER 102 PAGE 205

(65)

CIRCUIT COURT  
QUEEN ANNE'S CO.

1. The Lender and the Trustees hereby consent to the conveyance of the Property from the Maker to the Grantees.

2. The second paragraph of the Note is hereby deleted and the following inserted in lieu thereof:

"Negotiable and payable at the office of the said Homer Gudelsky, Percontee, Inc., Montgomery Industrial Park, 12150 Tech Road, Silver Spring, Maryland 20904, at the expiration of four (4) years from the date hereof with interest thereon in the meantime payable annually at the rate of nine percent (9%) per annum on the full amount of the unpaid principal balance of the indebtedness evidenced hereby, the first such installment of interest to be due and payable one (1) year after the date hereof; each installment of interest to bear interest after maturity if not then paid, at the aforesaid rate of nine percent (9%) per annum."

3. The first sentence of the third paragraph of the Deed of Trust is hereby deleted and the following inserted in lieu thereof:

"Said Note payable on or before four (4) years after the date thereof."

4. The seventh paragraph of the Deed of Trust is hereby deleted and the following inserted in lieu thereof:

"In the event there are any prior liens on the property herein conveyed, including, without limitation, any liens to which the holder of the aforesaid Note and the Trustees contractually subordinate this Deed of Trust, default in the payment of any installment of principal and interest thereon secured by said prior liens and/or default in the performance or observance of any of the terms, covenants or conditions of any instrument or instruments creating or evidencing such prior liens shall likewise give the holder of the aforesaid Note the right to mature the debt as set forth therein."

5. The first sentence of paragraph 7 of the Deed of Trust is hereby deleted and the following inserted in lieu thereof:

"That his failure to perform any of his obligations under this Deed of Trust or under the aforesaid Note and/or his failure to perform any of the obligations under any of the instruments secured by the prior liens to which

reference is made in the seventh paragraph of this Deed of Trust or under any of the instruments creating or evidencing such prior liens shall constitute a default and all indebtedness secured hereby shall immediately become due and payable at the option of the holder of said Note."

6. The Grantees hereby assume, jointly and severally, the obligation to perform and observe all of the terms, covenants and conditions of the Note and Deed of Trust, as amended hereby, on the part of the Maker to be performed or observed to the same extent as though the Grantees were named as the Maker in the Note and as the Grantor in the Deed of Trust. The assumption by the Grantees hereunder of all of the obligations of the Maker under the Note and Deed of Trust shall in nowise terminate, affect or impair the obligations of the Maker under the Note and the Deed of Trust.

7. Except as modified hereby, all of the terms, covenants and conditions of the Note and the Deed of Trust are hereby ratified and confirmed.

8. This Modification of Deed of Trust Note and Deed of Trust shall be binding upon and shall inure to the benefit of the parties hereto, their personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Modification of Deed of Trust Note and Deed of Trust on the day and year first above written.

WITNESS:

Emma L. Thomas  
Emma L. Thomas  
Emma L. Thomas  
Emma L. Thomas

Francis S. Key (SEAL)  
FRANCIS S. KEY  
Elizabeth M. Key (SEAL)  
ELIZABETH M. KEY  
William E. Tucker (SEAL)  
WILLIAM E. TUCKER  
Claudia H. Tucker (SEAL)  
CLAUDIA H. TUCKER

(SIGNATURES CONTINUED ON NEXT PAGE)

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WITNESS:

Emma S. Thomas  
Rose Kussick  
Emma S. Thomas  
Sucille Shes  
Sucille Shes  
Ronald J. Kwoka


Maria Vahos (SEAL)  
 MARIA VAHOS  
Laura Vahos (SEAL)  
 LAURA VAHOS  
William D. Heim (SEAL)  
 WILLIAM D. HEIM  
Homer Gudelsky (SEAL)  
 HOMER GUDELSKY  
Charles Haugh, Trustee (SEAL)  
 CHARLES HAUGH, Trustee  
Ronald E. Creamer, Tee (SEAL)  
 RONALD E. CREAMER, Trustee

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

I HEREBY CERTIFY that on this 27th day of February, 1976, before me, the subscriber, a Notary Public for the County and State aforesaid, personally appeared FRANCIS S. KEY and ELIZABETH M. KEY, his wife, and acknowledged the foregoing instrument to be their act and deed.

AS WITNESS my hand and Notarial Seal.

My commission expires:  
 7/1/78


[Signature]  
 Notary Public  


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

I HEREBY CERTIFY that on this 27 day of Feb., 1976, before me, the subscriber, a Notary Public for the County and State aforesaid, personally appeared WILLIAM E. TUCKER and CLAUDIA H. TUCKER, his wife, and acknowledged the foregoing instrument to be their act and deed.

AS WITNESS my hand and Notarial Seal.

My commission expires:  
 7/1/78

Emma S. Thomas  
 Notary Public  


(ACKNOWLEDGMENTS CONTINUED ON NEXT PAGE)

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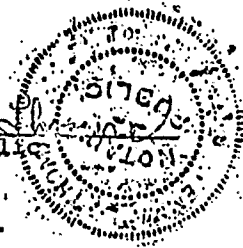
STATE OF MARYLAND  
COUNTY OF QUEEN ANNES, to wit:

I HEREBY CERTIFY that on this 27 day of Feb., 1976, before me, the subscriber, a Notary Public for the and State aforesaid, personally appeared MARIO VAHOS and LAURA VAHOS, his wife, and acknowledged the foregoing instrument to be their act and deed.

AS WITNESS my hand and Notarial Seal.

My commission expires:  
7/1/78

*Carmina P. [Signature]*  
Notary Public



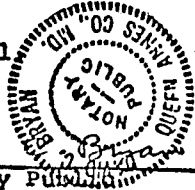
STATE OF MARYLAND  
COUNTY OF QUEEN ANNES, to wit:

I HEREBY CERTIFY that on this 27<sup>th</sup> day of February, 1976 before me, the subscriber, a Notary Public for the County and State aforesaid, personally appeared WILLIAM D. HEIM and acknowledged the foregoing instrument to be his act and deed.

AS WITNESS my hand and Notarial Seal.

My commission expires:  
7/1/78

*David [Signature]*  
Notary Public



STATE OF MARYLAND  
COUNTY OF Prince Georges, to wit:

I HEREBY CERTIFY that on this 24 day of February, 1976, before me, the subscriber, a Notary Public for the County and State aforesaid, personally appeared HOMER GUDELSKY and acknowledged the foregoing instrument to be his act and deed.

AS WITNESS my hand and Notarial Seal.

My commission expires:  
7/1/78

*A. Lucille [Signature]*  
Notary Public



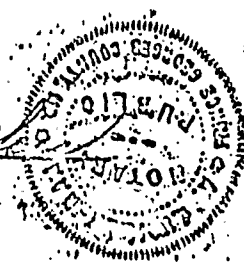
STATE OF MARYLAND  
COUNTY OF Prince Georges, to wit:

I HEREBY CERTIFY that on this 24<sup>th</sup> day of February, 1976, before me, the subscriber, a Notary Public for the County and State aforesaid, personally appeared CHARLES HAUGH, Trustee, and he acknowledged that he executed the foregoing instrument in the capacity therein stated and for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My commission expires:  
7/1/78

*A. Lucille [Signature]*  
Notary Public



STATE OF MARYLAND  
City OF Baltimore - to wit:

I HEREBY CERTIFY that on this 14<sup>th</sup> day of February, 1976, before me, the subscriber, a Notary Public for the City and State aforesaid, personally appeared RONALD E. CRFAMER, Trustee, and he acknowledged that he executed the foregoing instrument in the capacity therein stated and for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My commission expires:  
7/1/78

*Ann Chamberlain*  
Notary Public  
Baltimore City, Md.

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

I HEREBY CERTIFY that on this 27<sup>th</sup> day of February, 1976 before me, the subscriber, a Notary Public for the County and State aforesaid, personally appeared LAURA VAHOS, and acknowledged the foregoing instrument to be her act and deed.

AS WITNESS my hand and Notarial Seal.

My commission expires:

7/1/78

*Richard F. Reynolds*  
Notary Public  
Queen Anne's Co. Md.

RECEIVED FOR RECORD  
& RECORDED IN LIBER CWC  
FOLIO 205

1976 MAR -1 AM 11:11

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

MAR-1-76 \* 24491 \*\*\*\*\*25 00  
MAR-1-76 A 24491 \*\*\*\*\*25 00

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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber CWC 102, folio 205, 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 7th day of November, 19 80.



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

JEFFREY M. FROST and  
BERNARD H. KANSTOROOM

Substitute Trustees

vs.

FRANCIS S. KEY and  
ELIZABETH M. KEY

Defendants

IN THE CIRCUIT COURT

OF QUEEN ANNE'S COUNTY

Equity # 6718

\*\*\*\*\*

STATEMENT OF CLAIM OF  
BARBARA L. WARFIELD

State of Maryland  
City of Baltimore

RECEIVED  
CLERK, CIRCUIT COURT  
QUEEN ANNE'S COUNTY  
1980 DEC -3 AM 9 10

Barbara L. Warfield, of Limestone Valley Farm, in  
Clarksville, County of Howard, State of Maryland being  
duly sworn, deposes and says:

(1) That the above-captioned action was brought under  
Maryland Rules W70-77 for the foreclosure of a Deed of  
Trust on real property located in Chester, Queen Anne's  
County, Maryland, and known as Broadwater Farms. The  
Defendants in the action, Francis S. Key and Elizabeth M.  
Key, have sold all of their right, title, and interest  
in the property and through various conveyances ownership  
now rests with William E. Tucker, Jr., William Heim and  
Claudia H. Tucker (hereinafter referred to as "Debtor").

(2) That the Debtor, is justly and truly indebted to the  
undersigned creditor in the sum of three hundred fifty-  
six thousand one hundred fifty-one dollars and forty-  
five cents (\$356,151.45), with attorney's fees of seventeen  
thousand eight hundred seven dollars and fifty-seven  
cents (\$17,807.57) and costs of suit.

(3) That no part of said debt had been paid.

(4) That the consideration of said debt is as follows:  
Creditor loaned the sum of three hundred fifty thousand  
five hundred sixty-seven dollars and twenty-eight cents  
(\$350,567.28) to a corporation in which Debtor was an officer.  
Debtor personally guaranteed the repayment of this sum to  
Creditor by giving Creditor a Demand Note (copy attached).

Creditor has demanded repayment of the sum from Debtor but Debtor defaulted in repaying such sum to Creditor.

(5) That the undersigned creditor does not hold, and has not, nor has any person by her order, or to her knowledge or belief, for her use, had or received, any security or securities for said debt except for a Demand Note dated May 27, 1980.

(6) That the instrument upon which said debt is founded is attached hereto.

(7) Please send all notices to Brian G. West, Esquire, 905 Mercantile-Towson Building, 409 Washington Avenue, Towson, Maryland 21204.

*Barbara L. Warfield*  
Barbara L. Warfield

Subscribed and sworn to before me this 19th  
day of November, 1980.

*Terry Larkins*  
Notary Public  
BALTIMORE CITY, MD

My Commission expires:

7/1/82

-2-

(72)

DEMAND NOTE

\$350,567.28

Baltimore County, Maryland

May 27, 1980

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the "Obligor"), promises to pay on demand to the order of BARBARA L. WARFIELD, (hereinafter referred to as the "Holder"), the principal sum of three hundred fifty thousand five hundred sixty-seven dollars and twenty-eight cents (\$350,567.28) with interest accounting from, and accruing daily after date at the rate of 13-1/4% per annum on the unpaid principal balance until all principal and interest are paid in full. Payment on interest shall be due and payable commencing with the first day of June, 1980, and shall continue to be due and payable on the first day of each month thereafter until the entire indebtedness evidenced by this Note is fully paid. Payment of principal shall be made on the demand of, and in accordance with the instructions of the Holder, provided, however, the entire principal shall be paid, notwithstanding the absence of any demand, on or before April 1, 1985, to the Holder, her personal representative, successor or assigns.

All payments shall be applied first to the payment of interest and the balance to the payment of principal.

The Obligor shall have the right to prepay this Note at any time without penalty. Prepayment shall be applied first to the payment of any accrued, unpaid interest and the balance to the reduction of principal.

In the event of default in payment of the principal and interest provided for herein, or if the Obligor shall become insolvent (however such insolvency may be evidenced),

or commit any act of insolvency, or make a general assignment for the benefit of creditors, or if the transaction of the usual business of the Obligor shall suffer a jeopardy assessment under the Internal Revenue laws to be entered against her, or if a petition in bankruptcy shall be filed by or against the Obligor, or any proceeding shall be instituted by or against the Obligor for any relief under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, or if any governmental authority or any court at the instance of any governmental authority or any committee in the nature of a creditor's committee, liquidating committee, or otherwise shall take possession of any substantial part of the property of the Obligor, or shall intermeddle with or assume control over the affairs or operations of the Obligor, or if a receiver shall be appointed of, or a writ or order of attachment or garnishment shall be issued or made against any of the property or assets of the Obligor, then the entire unpaid balance of the principal and all accrued and unpaid interest under this Note, and all other present and future demands of any and all kinds of the Holder against the Obligor whether created directly or acquired by assignment, whether absolute or contingent, shall at the option of the Holder at once become and be due and payable, anything herein contained to the contrary notwithstanding. The Obligor and all other parties hereto, whether endorsers, sureties or guarantors;

(i) jointly and severally waive presentment, demand, protest and notice, including the benefit of any homestead, exemption, right of appeal, stay of execution and right to supersede any judgment, valuation or appraisal laws as to the debt evidenced by this Note, and

(ii) consent to any extension of the time of the payment hereof made after maturity by agreement with the Obligor, with or without notice, and

(iii) if default be made in the payment of principal and interest as the same shall become due and payable, or if any instance of default as described in the preceding sentence shall occur, hereby authorize any attorney to appear for them or either or any of them in any court of competent jurisdiction and confess judgment without process in favor of the Holder for such amounts as may be due and unpaid hereon with all costs of suit or collection and five percent (5%) attorney's fee. Failure to exercise any option specified in this paragraph shall not constitute a waiver of the right to exercise the same at any other time.

Obligor acknowledges that the debt secured by this Note is a commercial loan within the meaning of §12-103(e), Commercial Law Article, Annotated Code of Maryland.

The Obligor guarantees this Note and the principal and interest herein provided to be paid, and guarantees the performance of all covenants contained herein.

WITNESS:

*Andrew M. Cox*

*Claudia H. Tucker*

CLAUDIA H. TUCKER



FILED AUG 18 1978

DEED OF TRUST NOTE

\$25,000.00

942 Wayne Avenue  
Silver Spring, Maryland 20907

FEB 9, 1973

FOR VALUE RECEIVED, the undersigned promise to pay to the order of HOMER GUDELSKY, the principal sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00);

Negotiable and payable at the office of the said Homer Gudelsky, Contee Sand and Gravel Company, Laurel, Maryland, at the expiration of TWO (2) YEARS from the date hereof with interest thereon in the meantime at the rate of NINE PER CENTUM (9%) per annum on the full amount of balance of note, payable annually; the first of which interest payment shall be payable ONE (1) YEAR from the date hereof; each installment of interest to bear interest after maturity if not then paid, at the aforesaid rate of NINE PER CENTUM (9%) PER ANNUM;

The undersigned makers shall have the privilege of making curtailments in any amount at any time.

Upon non-payment of any installment of principal or interest, all remaining installments shall immediately become due and payable at the option of the holder. The maker or makers, and all other parties hereto, whether endorsers, sureties or guarantors, severally waive presentment, demand, protest and notice, consent to any extension of the time of payment hereof made after maturity by agreement with the maker, or makers, with or without notice, agree to pay 10% for collection, and authorize any attorney of record to appear in any Court, or before any Justice of the Peace, and confess judgment hereon after maturity, or default, and forthwith issue execution for the amount thereof, with interest and costs, with all exemption waived.

WITNESS:

Elaine J. White

Francis S. Key (SEAL)

Elaine J. White

Elizabeth M. Key (SEAL)  
Elizabeth M. Key

For value received, without recourse, pay to the order of Construction Group, Inc., 8401 Connecticut Avenue, Chevy Chase, Maryland, subject to the terms, covenants and conditions of a certain Modification of Deed of Trust Note and Deed of Trust dated February 27, 1976.

RECEIVED  
CLERK, CIRCUIT COURT  
1980 DEC 31 AM 9 47  
QUEEN ANNE'S COUNTY

Homer Gudelsky  
Homer Gudelsky

79

LIBER 15 PAGE 337

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

FINAL ORDER OF RATIFICATION

JEFFREY M. FROST and  
BERNARD H. KANSTOROOM, TRUSTEES

Plaintiffs

v.

FRANCIS S. KEY

and

ELIZABETH M. KEY

Defendants

\*  
\*  
\*  
\*  
\* Equity No. 6718  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

ORDERED, this 12th day of January,

1980, 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 Jeffrey M. Frost and Bernard H. Kanstoroom, Trustees to William E. Tucker, agent for Broadwater Enterprises, 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. Carley  
Chancellor

RECEIVED  
CLERK, CIRCUIT COURT  
1981 JAN 13 AM 9:33  
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

JEFFREY M. FROST and  
BERNARD H. KANSTORCOM, TRUSTEES:

Plaintiffs

v.

Equity No. 6718

FRANCIS S. KEY

and

ELIZABETH M. KEY

Defendants

APPLICATION TO RESELL PROPERTY  
AT RISK AND EXPENSE OF DEFAULTING PURCHASER

Jeffrey M. Frost and Bernard H. Kanstoroom, Trustees, by counsel, hereby make application in accordance with Maryland Rule BR6c to resell the property which is the subject of this foreclosure proceeding, at the risk and expense of the defaulting purchaser, and as grounds therefore state as follows:

1. On September 22, 1980, the real estate which is the subject matter of this foreclosure proceeding was sold at public auction to Mr. William E. Tucker as agent for Broadwater Enterprises.

2. This Court entered a Final Order of Ratification on the 12th day of January, 1981, ratifying and confirming the sale to William E. Tucker as agent for Broadwater Enterprises.

3. In accordance with the terms and conditions of the advertisement of sale and the terms contained in the Deed of Trust, settlement was called for and was scheduled to take place on January 26, 1981. The purchaser defaulted and did not settle on the sale of the property as required, and further, advised the Trustees that it was unable to settle in accordance with the terms of the foreclosure sale.

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CLERK, CIRCUIT COURT

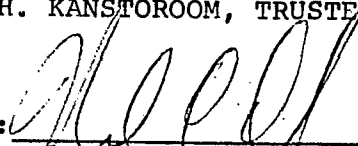
1981 FEB -5 AM 9:19

QUEEN ANNE'S COUNTY

80

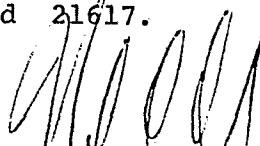
WHEREFORE, it is prayed that this Court enter an Order authorizing your Trustees to resell the property at the risk and expense of the defaulting purchaser.

JEFFREY M. FROST and BERNARD  
H. KANSTOROOM, TRUSTEES

By:   
Nelson C. Cohen, Esquire  
Attorney for the Plaintiffs  
Levitan, Ezrin, West, Weinstein  
& Kerxton, Chartered  
5454 Wisconsin Avenue  
Suite 1400  
Chevy Chase, Maryland 20015  
(301) 951-1530

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Application to Resell Property at Risk and Expense of Defaulting Purchaser was mailed, first-class mail, postage prepaid, this 31<sup>st</sup> day of February, 1981, to David Bryan, Esquire, Attorney for William E. Tucker trading as Broadwater Enterprises, 111 Lawyers Row, Centreville, Maryland 21617.

  
Nelson C. Cohen, Esquire

POINTS AND AUTHORITIES

1. Maryland Rule BR6c

  
Nelson C. Cohen, Esquire

IN THE CIRCUIT COURT FOR QUEEN ANNES'S COUNTY, MARYLAND  
Sitting as a Court of Equity

JEFFREY M. FROST and :  
BERNARD H. KANSTOROOM, TRUSTEES:

Plaintiffs :

v. :

Equity No. 6718

FRANCIS S. KEY :

and :

ELIZABETH M. KEY :

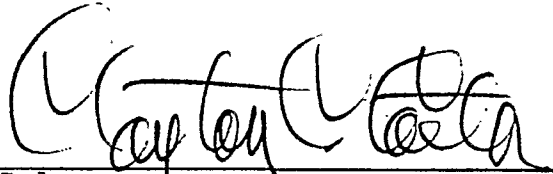
Defendants :

ORDER AUTHORIZING TRUSTEES TO RESELL PROPERTY  
AT RISK AND EXPENSE OF DEFAULTING PURCHASER

Upon consideration of the Application by the Trustees to resell the property which is the subject matter of this equity action at the risk and expense of the defaulting purchaser, and good cause having been shown, it is this 20th day of February, 1981, by the Circuit Court for Queen Anne's County, sitting as a Court of Equity, and by the authority thereof,

ORDERED, that Jeffrey M. Frost and Bernard H. Kanstoroom, Trustees, be, and they hereby are, authorized to resell the property which is the subject matter of this foreclosure proceeding at the risk and expense of the defaulting purchaser.

Signed at  
4:40 P.M.

  
\_\_\_\_\_  
Judge

88

JEFFREY M. FROST	*	IN THE
and		
BERNARD H. KANSTOROOM	*	CIRCUIT COURT
Trustees	*	
	*	FOR
Plaintiffs	*	QUEEN ANNE'S COUNTY
v.	*	
FRANCIS S. KEY	*	Equity No. 6718
and	*	
ELIZABETH M. KEY	*	
	*	
Defendants	*	

\* \* \* \* \*

STATEMENT OF CLAIM OF DAVID C. BRYAN

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

David C. Bryan, of Queenstown, Queen Anne's County, Maryland, being first duly sworn, does depose and say:

1. That the above captioned matter is a proceeding for the foreclosure of a second deed of trust on certain real estate located in the Fourth Election District of Queen Anne's County, Maryland, known as "Broadwater Farm", in which William E. Tucker, Jr. has an equitable interest.

2. That the said William E. Tucker, Jr. is justly indebted unto the applicant in the sum of Two Thousand Four Hundred and Fifty Dollars (\$2,450.00) for legal services rendered to him in connection with this cause and with the cause entitled "William E. Tucker v. Claudia H. Tucker", being Chancery No. 6607 on the docket of this Honorable Court.

3. That the evidence of said debt is a demand note of the said William E. Tucker, dated February 22, 1981 for the sum of Two Thousand Four Hundred and Fifty Dollars (\$2,450.00) and an assignment of his interest in said "Broadwater Farm" to secure the repayment of said note of even date therewith. A photocopy of said note, marked "Exhibit 1" is attached hereto and a photocopy of the assignment, marked "Exhibit 2" is attached hereto and both are made a part hereof.

4. That no part of said debt has been paid.

5. That aside from the said note and assignment, your applicant has no security for said debt.

*David C. Bryan*  
David C. Bryan  
111 Lawyers Row  
Centreville, Maryland 21617  
(301) 758-1643

RECEIVED  
CLERK, CIRCUIT COURT  
1981 FEB 24 PM 2:11  
QUEEN ANNE'S COUNTY

1981. Subscribed and sworn to before me this 24<sup>th</sup> day of February.



Beverly M. Ringgold  
Notary Public

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 24<sup>th</sup> day of FEBRUARY 1981, a copy of the foregoing Statement of Claim of David C. Bryan was mailed to Nelson C. Cohen, Esquire, 5454 Wisconsin Avenue, Suite 1400, Chevy Chase, Maryland 20015; Brian G. West, Esquire, 905 Mercantile-Towson Building, 409 Washington Avenue, Towson, Maryland 21204; and Barbara Hull Foster, Esquire, Whiteford, Taylor, Preston, Trimble & Johnston, 2000 First Maryland Building, 25 South Charles Street, Baltimore, Maryland 21201.

David C. Bryan  
David C. Bryan

EXHIBIT 1

\$2,450.00

Centreville, Maryland

February 22, 1981

The undersigned does hereby promise to pay to the order of David C. Bryan at the designated office of the holder the sum of Two Thousand Four Hundred Fifty Dollars (\$2,450.00), with interest from date at the rate of twelve per centum (12%) per annum on demand.

The maker or makers, and all other parties hereto, whether endorsers, sureties or guarantors, severally waive presentment, demand, protest and notice, consent to any extension of the time of payment hereof made after maturity by agreement with the maker, or makers, with or without notice, agree to pay 10% for collection, and authorize any attorney of record to appear in any Court, or before any Justice of the Peace, and confess judgment hereon after maturity, or default, and forthwith issue execution for the amount thereof, with interest and costs, with all exemptions waived.

TEST:

Deborah Tucker

William E. Tucker (SEAL)  
William E. Tucker

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EXHIBIT 2

ASSIGNMENT

I hereby assign my present interest in Broadwater Farm, Fourth Election District, Queen Anne's County, Maryland, to David C. Bryan, as security for my note to him dated February 22, 1981, in the amount of Two Thousand Four Hundred Fifty Dollars (\$2,450.00), with interest at the rate of twelve per centum (12%) per annum.

This Assignment is given in consideration of his agreement not to enter said note for judgment or to seek an attachment on said note until after April 30, 1981.

This Assignment is to the extent of the unpaid balance on said note, including interest and any court costs or attorney's fees for collection due thereunder.

Witness my hand and seal this 22nd day of February, 1981.

TEST:

Donald Tucker

William E. Tucker (SEAL)  
William E. Tucker

(92)

JEFFREY M. FROST	*	IN THE
and		
BERNARD H. KANSTOROOM	*	CIRCUIT COURT
Trustees	*	
	*	
Plaintiff		
v	*	FOR
	*	
FRANCIS S. KEY	*	
and		
ELIZABETH M. KEY	*	QUEEN ANNE'S COUNTY
	*	
Defendant	*	EQUITY NO. 6718
* * *	* * *	* *

PETITION FOR PAYMENT OF JUDGMENT  
CREDITOR FROM MORTGAGE FORECLOSURE  
SURPLUS

Now comes C. W. AMOS & COMPANY, Petitioner, by James W. Yates, its attorney, and says:

1. That the above captioned matter is a proceeding for the foreclosure of a Second Deed of Trust on certain real estate located in the Fourth Election District, of Queen Anne's County, Maryland, known as "Broadwater Farm", in which William E. Tucker, Jr. and Claudia H. Tucker have an equitable interest.
2. That on November 13, 1980, your Petitioner obtained a judgment against William E. Tucker, Jr. in the amount of Three Hundred Twenty-one Dollars and Twenty-five Cents (\$321.25), in the Circuit Court of Maryland for Queen Anne's County, Equity Case Number 6043.
3. That on November 13, 1980, your Petitioner obtained a judgment against Claudia H. Tucker in the amount of Three Hundred Twenty-one Dollars and Twenty-five Cents (\$321.25), in the Circuit Court of Maryland for Queen Anne's County, Equity Case Number 6043.
4. That said judgments against William E. Tucker, Jr. and Claudia H. Tucker resulted from your Petitioner's appointment as consultants in Equity Case Number 6043, as evidenced by Exhibits 1 and 2 attached hereto and made a part hereof.

(93)

RECEIVED  
CLERK, CIRCUIT COURT

1981 FEB 27 PM 3:34

QUEEN ANNE'S COUNTY

5. That said judgments against William E. Tucker, Jr. and Claudia H. Tucker were indexed among the judgment records in the Circuit Court of Queen Anne's County, Maryland.
6. That there is due and owing on said judgment against William E. Tucker, Jr., the sum of Three Hundred Twenty-one Dollars and Twenty-five Cents (\$321.25).
7. That there is due and owing on said judgment against Claudia H. Tucker, the sum of Three Hundred Twenty-one Dollars and Twenty-five Cents (\$321.25).
8. That under the doctrine of Equitable Conversion, your Petitioner has a lien on the proceeds of the sale of said real property which would be paid to William E. Tucker, Jr. and Claudia H. Tucker.

WHEREFORE, your Petitioner prays:

- a. That this Honorable Court order the payment of your Petitioner's judgment against William E. Tucker, Jr. in the amount of Three Hundred Twenty-one Dollars and Twenty-five Cents (\$321.25) out of the proceeds and surplus remaining in the hands of the trustees, prior to the payment of any such proceeds and surplus to William E. Tucker, Jr. or any other person or persons.
- b. That this Honorable Court order the payment of your Petitioner's judgment against Claudia H. Tucker, in the amount of Three Hundred Twenty-one Dollars and Twenty-five Cents (\$321.25) out of the proceeds and surplus remaining in the hands of the trustees, prior to the payment of any such proceeds and surplus to Claudia H. Tucker or any other person or persons.

- c. That your Petitioner be awarded the costs incurred in this action.
- d. And for such other and further relief as the nature of this case may require.

*James W. Yates*

JAMES W. YATES  
100 North Liberty Street  
Centreville, Maryland 21617  
758-2227  
Attorney for Petitioner

AFFIDAVIT

I hereby solemnly swear, under the penalty of perjury, on this 27<sup>th</sup> day of February, 1981, that the matters and facts set forth in the foregoing Petition and accompanying exhibits are true and correct to the best of my knowledge and belief.

*Neil Le CompTE*

NEIL LE COMPTE, Manager  
C. W. AMOS & COMPANY  
113 West Water Street  
Centreville, Maryland 21617

STATEMENTS OF POINTS AND AUTHORITIES

1. Jones v. Jones, 1 Bland 443 (1824).
2. Rule W75 a. Md. Rules of Procedure.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of February, 1981, a copy of the foregoing Petition and accompanying exhibits was mailed, postage prepaid, to Nelson C. Cohen, Esquire, 5454 Wisconsin Avenue, Suite 1400, Chevy Chase, Maryland 20015; Brian G. West, Esquire, 905 Mercantile-Towson Building, 409 Washington Avenue, Towson, Maryland 21204; and Barbara Hull Foster, Esquire, Whiteford, Taylor, Preston, Trimble & Johnston, 2000 First Maryland Building, 25 South Charles Street, Baltimore, Maryland 21201; and David C. Bryan, Esquire, 111 Lawyers Row, Centreville, Maryland 21617.

*James W. Yates*  
James W. Yates

95

DR. MARIO VAHOS et ux	:	IN THE CIRCUIT COURT
Plaintiffs	:	
vs.	:	FOR QUEEN ANNE'S COUNTY,
	:	SITTING IN EQUITY
WILLIAM D. HEIM	:	
WILLIAM E. TUCKER and	:	NO. 6043
CLAUDIA H. TUCKER	:	
Defendants	:	

ORDER APPROVING SPECIAL AUDITOR'S  
AND CERTIFIED PUBLIC ACCOUNTANT'S FEES

It appearing that the attorneys for all the parties in this proceeding were served by mail with a copy of the Show Cause Order dated June 24, 1980 within the time limited, and none of them appeared or answered the same prior to or at the time set for hearing on July 17, 1980 at 12 noon, except Elroy G. Boyer, Attorney for Claudia H. Tucker, who appeared but did not oppose the Petition of James W. Yates, Special Auditor and the Certified Public Accountants employed by him (with the Court's approval), and it appearing to the Court that said Special Auditor's fee and the Certified Public Accountants fees are fair and reasonable and were necessary for the final accounting herein,

It is thereupon this 17<sup>th</sup> day of July, 1980 hereby ORDERED by the Circuit Court for Queen Anne's County, in Equity, as follows:

1. Said fee of \$836.50 for James W. Yates, Special Auditor, and the fees of \$1,285 of C. W. Amos & Company, Certified Public Accountants, be and they are hereby approved.

2. Said fees be and they are hereby taxed as court costs in this case, and will be assessed the same as other court costs, as set forth in Paragraph 5 of our Order dated April 9, 1980.

*R. Thomas Enevog*  
\_\_\_\_\_  
Judge

(96)

EXHIBIT 1

DR. MARIO VAHOS et ux	:	IN THE CIRCUIT COURT
Plaintiffs	:	
	:	FOR QUEEN ANNE'S COUNTY
vs.	:	
	:	SITTING IN EQUITY
WILLIAM D. HEIM	:	
WILLIAM E. TUCKER and	:	NO. 6043
CLAUDIA TUCKER	:	
Defendants	:	

ORDER OF COURT

Upon the Court's own motion, and pursuant to Md. Rule 604a, and it appearing that the Clerk of this Court has not entered the judgment for courts costs of \$2,201.50 as set forth in Paragraph 5 of the Court's Order herein dated April 9, 1980, and as supplemented by the Order Approving Special Auditor's and Certified Public Accountant's fees into the Judgment Book of this Court, it is thereupon this 12<sup>th</sup> day of November, 1980, hereby O R D E R E D by the Circuit Court for Queen Anne's County, in Equity, that the Clerk of this Court shall enter judgments for court costs in the above-entitled cause in the Judgment Book of this county as follows:

Against Dr. Mario Vahos and Laura Vahos for---	\$550.38
Against William D. Heim for-----	550.38
Against William E. Tucker for-----	550.37
Against Claudia H. Tucker for-----	550.37

**FILED**  
 NOV 13 1980  
 CIRCUIT COURT  
 QUEEN ANNE'S CO.

*R. Thomas Everingham*  
 JUDGE

EXHIBIT 2

97

JEFFREY M. FROST	*	IN THE
and		
BERNARD H. KANSTOROOM	*	CIRCUIT COURT
Trustees	*	
	*	
Plaintiff		
v	*	FOR
	*	
FRANCIS S. KEY	*	
and		
ELIZABETH M. KEY	*	QUEEN ANNE'S COUNTY
	*	
Defendant	*	EQUITY NO. 6718
* * *	* * *	

PETITION FOR PAYMENT OF JUDGMENT  
CREDITOR FROM MORTGAGE FORECLOSURE  
SURPLUS

Now comes James W. Yates, Petitioner, and says:

1. That the above captioned matter is a proceeding for the foreclosure of a Second Deed of Trust on certain real estate located in the Fourth Election District, of Queen Anne's County, Maryland, known as "Broadwater Farm", in which William E. Tucker, Jr. and Claudia H. Tucker have an equitable interest.
2. That on November 13, 1980, your Petitioner obtained a judgment against William E. Tucker, Jr. in the amount of Two Hundred Nine Dollars and Thirteen Cents (\$209.13), in the Circuit Court of Maryland for Queen Anne's County, Equity Case Number 6043.
3. That on November 13, 1980, your Petitioner obtained a judgment against Claudia H. Tucker in the amount of Two Hundred Nine Dollars and Thirteen Cents (\$209.13), in the Circuit Court of Maryland for Queen Anne's County, Equity Case Number 6043.
4. That said judgments against William E. Tucker, Jr. and Claudia H. Tucker resulted from your Petitioner's appointment as special auditor in Equity Case Number 6043, as evidenced by Exhibits 1 and 2 attached hereto and made a part hereof.

RECEIVED  
 CLERK, CIRCUIT COURT

1981 FEB 27 PM 3:34

QUEEN ANNE'S COUNTY

(98)

LIBER

15 PAGE 351

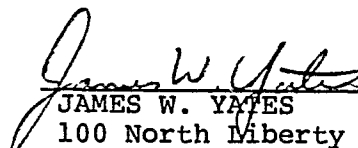
5. That said judgments against William E. Tucker, Jr. and Claudia H. Tucker were indexed among the judgment records in the Circuit Court of Queen Anne's County, Maryland.
6. That there is due and owing on said judgment against William E. Tucker, Jr., the sum of Two Hundred Nine Dollars and Thirteen Cents (\$209.13).
7. That there is due and owing on said judgment against Claudia H. Tucker, the sum of Two Hundred Nine Dollars and Thirteen Cents (\$209.13).
8. That under the doctrine of Equitable Conversion, your Petitioner has a lien on the proceeds of the sale of said real property which would be paid to William E. Tucker, Jr. and Claudia H. Tucker.

WHEREFORE, your Petitioner prays:

- a. That this Honorable Court order the payment of your Petitioner's judgment against William E. Tucker, Jr. in the amount of Two Hundred Nine Dollars and Thirteen Cents (\$209.13) out of the proceeds and surplus remaining in the hands of the trustees, prior to the payment of any such proceeds and surplus to William E. Tucker, Jr. or any other person or persons.
- b. That this Honorable Court order the payment of your Petitioner's judgment against Claudia H. Tucker, in the amount of Two Hundred Nine Dollars and Thirteen Cents (\$209.13) out of the proceeds and surplus remaining in the hands of the trustees, prior to the payment of any such proceeds and surplus to Claudia H. Tucker or any other person or persons.
- c. That your Petitioner be awarded the costs incurred in this action.

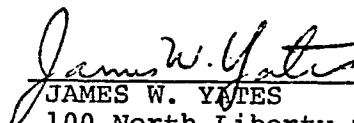


d. And for such other and further relief as the nature of this case may require.

  
\_\_\_\_\_  
JAMES W. YATES  
100 North Liberty Street  
Centreville, Maryland 21617  
758-2227

AFFIDAVIT

I hereby solemnly swear, under the penalty of perjury, on this 27<sup>th</sup> day of February, 1981, that the matters and facts set forth in the foregoing Petition and accompanying exhibits are true and correct to the best of my knowledge and belief.

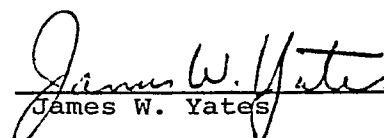
  
\_\_\_\_\_  
JAMES W. YATES  
100 North Liberty Street  
Centreville, Maryland 21617

STATEMENTS OF POINTS AND AUTHORITIES

1. Jones v. Jones, 1 Bland 443 (1824).
2. Rule W75 a. Md. Rules of Procedure.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of February, 1981, a copy of the foregoing Petition and accompanying exhibits was mailed, postage prepaid, to Nelson C. Cohen, Esquire, 5454 Wisconsin Avenue, Suite 1400, Chevy Chase, Maryland 20015; Brian G. West, Esquire, 905 Mercantile-Towson Building, 409 Washington Avenue, Towson, Maryland 21204; and Barbara Hull Foster, Esquire, Whiteford, Taylor, Preston, Trimble & Johnston, 2000 First Maryland Building, 25 South Charles Street, Baltimore, Maryland 21201; and David C. Bryan, Esquire, 111 Lawyers Row, Centreville, Maryland 21617.

  
\_\_\_\_\_  
James W. Yates

100

DR. MARIO VAHOS et ux	:	IN THE CIRCUIT COURT
Plaintiffs	:	FOR QUEEN ANNE'S COUNTY,
vs.	:	SITTING IN EQUITY
WILLIAM D. HEIM	:	NO. 6043
WILLIAM E. TUCKER and	:	
CLAUDIA H. TUCKER	:	
Defendants	:	

ORDER APPROVING SPECIAL AUDITOR'S AND CERTIFIED PUBLIC ACCOUNTANT'S FEES

It appearing that the attorneys for all the parties in this proceeding were served by mail with a copy of the Show Cause Order dated June 24, 1980 within the time limited, and none of them appeared or answered the same prior to or at the time set for hearing on July 17, 1980 at 12 noon, except Elroy G. Boyer, Attorney for Claudia H. Tucker, who appeared but did not oppose the Petition of James W. Yates, Special Auditor and the Certified Public Accountants employed by him (with the Court's approval), and it appearing to the Court that said Special Auditor's fee and the Certified Public Accountants fees are fair and reasonable and were necessary for the final accounting herein,

It is thereupon this 17th day of July, 1980 hereby ORDERED by the Circuit Court for Queen Anne's County, in Equity, as follows:

1. Said fee of \$836.50 for James W. Yates, Special Auditor, and the fees of \$1,285 of C. W. Amos & Company, Certified Public Accountants, be and they are hereby approved.
2. Said fees be and they are hereby taxed as court costs in this case, and will be assessed the same as other court costs, as set forth in Paragraph 5 of our Order dated April 9, 1980.

*K. Thomas Ferguson*  
Judge

(101)

EXHIBIT 1

DR. MARIO VAHOS et ux  
Plaintiffs

vs.

WILLIAM D. HEIM  
WILLIAM E. TUCKER and  
CLAUDIA TUCKER  
Defendants

: IN THE CIRCUIT COURT  
:  
: FOR QUEEN ANNE'S COUNTY  
:  
: SITTING IN EQUITY  
:  
: NO. 6043  
:

ORDER OF COURT

Upon the Court's own motion, and pursuant to Md. Rule 604a, and it appearing that the Clerk of this Court has not entered the judgment for courts costs of \$2,201.50 as set forth in Paragraph 5 of the Court's Order herein dated April 9, 1980, and as supplemented by the Order Approving Special Auditor's and Certified Public Accountant's fees into the Judgment Book of this Court, it is thereupon this 12<sup>th</sup> day of November, 1980, hereby O R D E R E D by the Circuit Court for Queen Anne's County, in Equity, that the Clerk of this Court shall enter judgments for court costs in the above-entitled cause in the Judgment Book of this county as follows:

Against Dr. Mario Vahos and Laura Vahos for---\$550.38  
Against William D. Heim for----- 550.38  
Against William E. Tucker for----- 550.37  
Against Claudia H. Tucker for----- 550.37

**FILED**

NOV 13 1980

CIRCUIT COURT  
QUEEN ANNE'S CO.

*R. Thomas Evergan*  
\_\_\_\_\_  
JUDGE

EXHIBIT 2

102

JEFFREY M. FROST and  
BERNARD H. KANSTOROOM  
Trustees

vs.

FRANCIS S. KEY and  
ELIZABETH M. KEY

IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY

IN EQUITY

No. 6718

Claim for court costs in Equity No. 6043, per Order Of Court attached.

*Marguerite W. Mankin*  
Marguerite W. Mankin, Clerk

I hereby certify, that on this 9th day of March, 1981, a copy of the  
aforegoing was mailed, postage prepaid to Nelson C. Cohen, Esquire  
5454 Wisconsin Avenue, Suite 1400, Chevy Chase, Maryland 20015.

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

*Marguerite W. Mankin*  
Marguerite W. Mankin, Clerk

103

DR. MARIO VAHOS et ux  
Plaintiffs

vs.

WILLIAM D. HEIM  
WILLIAM E. TUCKER and  
CLAUDIA TUCKER  
Defendants

: IN THE CIRCUIT COURT  
:  
: FOR QUEEN ANNE'S COUNTY  
:  
: SITTING IN EQUITY  
:  
: NO. 6043  
:

ORDER OF COURT

Upon the Court's own motion, and pursuant to Md. Rule 604a, and it appearing that the Clerk of this Court has not entered the judgment for courts costs of \$2,201.50 as set forth in Paragraph 5 of the Court's Order herein dated April 9, 1980, and as supplemented by the Order Approving Special Auditor's and Certified Public Accountant's fees into the Judgment Book of this Court, it is thereupon this 12<sup>th</sup> day of November, 1980, hereby O R D E R E D by the Circuit Court for Queen Anne's County, in Equity, that the Clerk of this Court shall enter judgments for court costs in the above-entitled cause in the Judgment Book of this county as follows:

Against Dr. Mario Vahos and Laura Vahos for---\$550.38  
Against William D. Heim for----- 550.38  
Against William E. Tucker for-----550.37  
Against Claudia H. Tucker for----- 550.37

**FILED**

NOV 13 1980

CIRCUIT COURT  
QUEEN ANNE'S CO.

*K. Thomas Everingham*  
JUDGE

*Filed March 8, 1981*

104

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

JEFFREY M. FROST and	)	
BERNARD H. KANSTOROOM, Trustees	)	
	)	
Plaintiffs	)	
	)	
vs.	)	Equity No. 6718
	)	
FRANCIS S. KEY and	)	
ELIZABETH M. KEY	)	
	)	
Defendants	)	

REPORT OF SALE

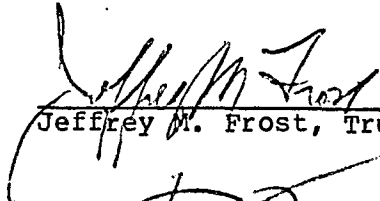
The report of Jeffrey M. Frost and Bernard H. Kanstoroom, Trustees, for the purpose of foreclosure of Deed of Trust from Francis S. Key and Elizabeth M. Key, dated February 9, 1973, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 71 at Folio 13, default having occurred under the terms of said Deed of Trust, is as follows:

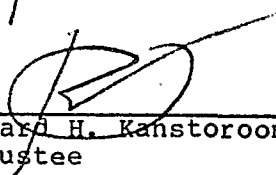
That after having given bond with surety for the faithful performance of their trust as required by law, and after giving due notice of time, place and manner and terms of the sale by advertisement inserted in the Queen Anne's County Record Observer, a newspaper published in Queen Anne's County, Maryland, once a week for three (3) successive weeks before the date of sale, and having complied with all other duties as required by law and said Deed of Trust, Jeffrey M. Frost, Trustee, did, pursuant to said advertisement, attend the sale at the main entrance to the Circuit Courthouse, Centreville, Maryland, on Monday, February 26, 1981, at 12:00 p.m., and then and there did proceed to sell the property mentioned in said advertisement, as conveyed by said Deed of Trust, and sold the same to Construction Group, Inc., and for the sum of Two Hundred Thirty Thousand and NO/100 Dollars (\$230,000.00).

RECEIVED  
CLERK OF COURT  
1981 MAR 23 AM 9:26  
QUEEN ANNE'S COUNTY

106

The Trustees further report that the sale was fairly made and that the property brought a fair price.


  
\_\_\_\_\_  
Jeffrey M. Frost, Trustee

  
\_\_\_\_\_  
Bernard H. Kanstoroom,  
Trustee

STATE OF MARYLAND :  
:SS  
COUNTY OF MONTGOMERY :

Jeffrey M. Frost and Bernard H. Kanstoroom, being each severally sworn each for himself on his oath, say that they are the Trustees mentioned in the above Report of Sale who have subscribed their signatures thereto, and that the matters and facts therein stated are true to the best of their own knowledge, except as to matters specifically stated therein upon information and belief, and as to those matters they believe them to be true.

Subscribed and sworn to before me, this 18<sup>th</sup> day of March, 1981.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 7/1/82

(Notarial Seal)

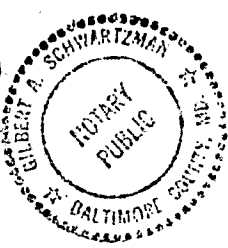
PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, Queen Anne's County :

I HEREBY CERTIFY, that on this 26th day of  
February, 1981, before me, the subscriber,  
a Notary Public of this State of Maryland, in and for  
Baltimore County, personally appeared  
Jack Greenspan, purchaser at the  
Substitute Trustee's sale in this cause, and made oath  
in due form of law that he is the purchaser and purchased  
same as ~~principal~~ agent for Construction Group, Inc.  
\_\_\_\_\_, and that he has not directly or  
indirectly discouraged anyone from bidding for the said  
real property mentioned in the Report  
of Sale.

Construction Group, Inc.  
Jack Greenspan (SEAL)  
PURCHASER

Gilbert A. Schwartzman  
NOTARY PUBLIC  
Gilbert A. Schwartzman



RECEIVED  
CLEARING DEPT  
1981 MAR 23 AM 9:28  
QUEEN ANNE'S COUNTY

(108)



**Michael Fox Auctioneers,**  
Executive Offices • Suite 1915 • Charles Center South  
36 South Charles Street • Baltimore, Maryland 21201 **inc.**

REPORT OF SALE

PROPERTY: Coxes Neck Road .....  
Queen Anne's County, Maryland

BUYER(S): Jack Greenspan, Agent .....  
Construction Group, Inc.

ADDRESS: 8401 Connecticut Avenue .....  
Chevy Chase, Maryland 20015

PHONE: (301)652-4722 .....

AMOUNT OF SALE: \$230,000.00 .....

DEPOSIT: -0- .....

DATE OF SALE: February 26, 1981 .....

Respectfully submitted,

MICHAEL FOX AUCTIONEERS, INC.

By: Gilbert A. Schwartzman

Gilbert A. Schwartzman  
Auctioneer

RECEIVED  
CLERK, CIRCUIT COURT  
1981 MAR 23 AM 9:26  
QUEEN ANNE'S COUNTY

(109)

AUCTIONEER'S AFFIDAVIT

IN THE MATTER OF: Sale, Coxes Neck Road

STATE OF MARYLAND: SS:  
Queen Anne's County :

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly anything of value to anyone for aiding or employing us to make the sale for which the annexed bill or statement was rendered, and that no payment has been made by us, or will be made by us in connection with such sale, except those set forth in detail in our said bill or statement.

MICHAEL FOX AUCTIONEERS, INC.

By Gilbert A. Schwartzman  
Gilbert A. Schwartzman  
Auctioneer

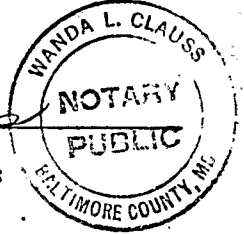
Subscribed and sworn to before me, a Notary Public in and for the Baltimore County, by

Gilbert A. Schwartzman, this 6th day of March, 1981.

RECEIVED  
CLERK. CIRCUIT COURT  
M. 9: 26  
1981 MAR 23

110

Wanda L. Claus  
Notary Public  
Wanda L. Claus



**CONTRACT OF SALE  
AT PUBLIC AUCTION**

Property Coxes Neck Road, Queen Anne  
County, Maryland

The undersigned purchaser(s) hereby acknowledges that I (or We) have this day purchased the property described in the within advertisement, subject to the conditions stated therein, at the price of

\$ 230,000.00

And have paid to MICHAEL FOX AUCTIONEERS, INC. the sum of

\$ — 0 —

by way of deposit and earnest money, and I (or We) agree to complete the purchase in accordance with said conditions.

As witness my hand this 26<sup>th</sup> day

of February, 1981

Jack G. K. [Signature] (SEAL)

CONSTRUCTION GROUP, INC. (SEAL)

PURCHASER

8401 CONANT AVE

ADDRESS

CHEVY CHASE, MD 20015

CITY-STATE-ZIP

(301) 652-4722

PHONE

I acknowledge receipt of deposit

[Signature] (SEAL)

AUCTIONEER

The above offer is accepted subject to the conditions of sale in said advertisement, and I (or We) agree to deliver title as therein stated as necessary to complete the sale, subject to the conditions herein, set forth.

[Signature] (SEAL)

SELLER OR AUTHORIZED AGENT

**COPY OF ADVERTISEMENT**

Nelson C. Cohen, Attorney  
Levitan, Ezrin, Cramer, West & Weinstein, Attorneys  
1400 Barlow Building  
5454 Wisconsin Avenue  
Chevy Chase, Maryland 20015  
SUBSTITUTE TRUSTEES'  
VALUABLE FEE SIMPLE  
SINGLE FAMILY HOME WITH  
SEVERAL OUTBUILDINGS  
IN QUEEN ANNE'S COUNTY, MARYLAND

(To be sold at the risk and expense of the defaulting purchaser William E. Tucker agent for Broadwater Enterprises.)

Undar and by virtue of the power of sale contained in a certain Deed of Trust from Francis S. Key and Elizabeth M. Key, his wife to the Trustees named therein dated February 9, 1973 and February 15, 1973 and recorded among the Land Records of Queen Anne's County in Liber 71 at Folio 137, the holder of the indebtedness secured by said Deed of Trust having appointed Jeffrey M. Frost and Bernard H. Kanstoroom, Substitute Trustees 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 Substitute Trustees will offer for sale at the Court House Door, Queen Anne's County, Maryland on Thursday, February 26, 1981 at 12:00 Noon, the property described as follows:

ALL that lot of ground situate in the Fourth Election District of Queen Anne's County, in the State of Maryland, surveyed by J.B. Metcalfe, Registered Land Surveyor, of the State of Maryland, No. 667, in September, 1950, and described as follows, that is to say: BEGINNING for the same at a 6 inch x 6 inch concrete monument set at the point of intersection of the Westerly line of the Coxes Neck State Road (50 feet wide), and the Southerly line of the 33 foot wide strip conveyed to the States Roads Commission by Harry T. Norman in a deed dated March 27, 1942, and recorded among the Land Records of said County in Liber A.S.G., Jr. No. 6 folio 14; and running 111 thence by and with the Southerly line of the above mentioned thirty three (33) foot wide strip of land, South 52 degrees 22 minutes West, 1226.20 feet to a 6 inch x 6 inch concrete monument; (2) thence continuing by and with the said strip of land, North 29 degrees 20 minutes West, 33.00 feet to a point on the Southerly line of road which is a way to these and other lands; (3) thence by and with the line of the said way, South 57 degrees 18 minutes West, 1455.00 feet to an iron hub that marks the Southeasterly corner of the William Denny land; (4) thence by and with the said Denny lands, South 55 degrees 42 minutes West, 1118.50 feet to a 6 inch x 6 inch concrete monument; thence continuing the same course 25.00 feet, more or less (total distance 1143.50 feet) to the mean high water line of Coxes Creek; (5) thence by and with the mean high water line of the said Creek in a Southerly direction to the line of lands of Charles N. Smith, Jr.; (6) thence by and with the said Smith lands, North 65 degrees 35 minutes East, 25.00 feet, more or less; to a 6 inch x 6 inch concrete monument NOTE: Course and distance between the concrete monument mentioned in Paragraph "4" and the concrete monument mentioned above in Paragraph "6" is South 16 degrees 35 minutes East, 1976.10 feet to a 6 inch x 6 inch concrete monument; thence continuing by and with the said Smith lands the two following courses and distances: North 50 degrees 46 minutes East, 229.20 feet to a marked white oak tree, North 39 degrees 14 minutes East, 349.20 feet to a 6 inch x 6 inch concrete monument set on the line of lands of one Alexander Brown. NOTE: The division line along the Smith lands conforms with the division line as set forth in a deed from Elizabeth L. Rapp to Charles W. Smith, Jr. recorded in Liber A.S.G., Jr. No. 12, folio 110, a land record book of Queen Anne's County; (7) thence by and with the said Brown lands and also the lands of Herman Palmer the two following courses and distances: North 07 degrees 28 minutes East, 421.60 feet to a 6 inch x 6 inch concrete monument; South 83 degrees 00 minutes East, 198.30 feet to the Westerly line of the aforementioned Coxes Neck State Road. NOTE: A 6 inch x 6 inch concrete monument is set on the last mentioned line, 8.30 feet from the edge of the State Road; (8) thence by and with the line of said State Road, North 11 degrees 14 minutes East, 1732.10 feet to the point of beginning: CONTAINING 101.80 Acres of land, more or less.

The property is improved by a single family home with several out buildings.  
The above described property will be sold in "as is" condition and without warranty as to the accuracy of the information furnished to and/or by the Substituta.

The property will be sold subject to a prior Deed of Trust the exact amount of which will be announced at the time and place of sale.

Terms of sale: A deposit of twenty five thousand dollars (\$25,000.00) will be required at the time of sale, which deposit shall be in the form of cash, certified or bank cashier's check, or in such form as the Substitute Trustees may in their sole discretion determine. The balance is payable in cash with interest at the rate of the Deed of Trust from date of sale to date of settlement.

Settlement of the sale will take place at the office of the Substitute Trustees or other mutually agreed upon place fifteen (15) days following court ratification of the sale. Conveyance shall be by the Trustees Deed without covenant or warranty, express or implied. Time is of the essence.

Any and all state, county and town taxes, front foot benefit charges, and any assessments or levies will be adjusted as of date of sale and assumed thereafter by the purchaser. All costs incident to settlement, including, without thereby limiting, recordation costs and taxes, state and county transfer taxes, state revenue stamps and settlement fees, will be at the cost of the purchaser.

Compliance with the terms of sale shall be made within the time aforesaid or deposit shall be forfeited and the property resold at the risk and costs of the defaulting purchaser.

Nelson Cohen  
Attorney for Substitute Trustees  
5454 Wisconsin Avenue  
Chevy Chase, Maryland 20015  
(301) 951-1500

Michael Fox Auctioneers, Inc.  
Suite 1915 Charles Center South  
36 South Charles Street  
Baltimore, Maryland 21201  
(301) 332-1333

111

NO-2-11-31-08

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

JEFFREY M. FROST and )  
BERNARD H. KANSTOROOM, Trustees )

Plaintiffs )

vs. )

Equity No. 6718

FRANCIS S. KEY and )  
ELIZABETH M. KEY )

Defendants )

ORDER NISI

ORDERED, THIS 23rd day of March, 1981, by the Circuit Court for Queen Anne's County, Maryland, that the sale of the property mentioned in these proceedings, made and reported by Jeffrey M. Frost and Bernard H. Kanstoroom, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 23rd day of April, 1981; next, provided a copy of this Order be inserted in some newspaper published in said County once in each of three successive weeks before the 16th day of April, 1981.

The Report of Sale states the amount of sale to be Two Hundred Thirty Thousand and No/100 Dollars (\$230,000.00).

Filed: March 23, 1981

*Marguerite H. Markin*  
Clerk of the Circuit Court  
for Queen Anne's  
County, Maryland

112

Centreville, Md. 4-21 1981

### 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 April 1981.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 1st day of  
April 1981, and the last  
insertion on the 15th day of  
April 191981.

Publishers, Record Observer

Per Margie Sumner

RECEIVED  
CLERK, CIRCUIT COURT

1981 APR 23 AM 9:30

QUEEN ANNE'S COUNTY, MARYLAND

IN THE CIRCUIT  
COURT FOR  
QUEEN ANNE'S  
COUNTY, MARYLAND  
Sitting as a  
Court of Equity  
JEFFREY M. FROST  
and  
BERNARD H.  
KANSTOROOM,  
Trustees  
Plaintiffs

vs.  
FRANCIS S. KEY  
and  
ELIZABETH M. KEY  
Defendants

Equity No. 6718

ORDERED, THIS 23rd day  
of March, 1981, by the Cir-  
cuit Court for Queen Anne's  
County, Maryland, that the  
sale of the property men-  
tioned in these proceedings,  
made and reported by Jef-  
frey M. Frost and Bernard H.  
Kanstoroom, Trustees, be  
ratified and confirmed,  
unless cause to the contrary  
thereof be shown on or  
before the 23rd day of April,  
1981; next, provided a copy  
of this Order be inserted in  
some newspaper published  
in said County once in each  
of three successive weeks  
before the 16th day of April,  
1981.

The Report of Sale states  
the amount of sale to be  
Two Hundred Thirty Thou-  
sand and No/100 Dollars  
(\$230,000.00).

Filed: March 23, 1981

MARGUERITE W. MANKIN

Clerk of the  
Circuit Court

for Queen Anne's  
County, Maryland  
TRUE COPY, TEST:

By: Betty M. Comegys  
Deputy Clerk

RO-4-1-31-076

15 PAGE 365

120

LIBER 15 JAN 366

JEFFREY M. FROST and  
BERNARD H. KANSTOROOM  
Substitute Trustees

In the Circuit Court  
for

QUEEN ANNE'S COUNTY

vs.

FRANCIS M. KEY and  
ELIZABETH M. KEY  
Mortgagors

Equity No. 6718

RECEIVED  
CLERK OF COURT  
1981 MAY 18 AM 10:54  
QUEEN ANNE'S COUNTY

MOTION  
TEMPORARY INJUNCTION (Ex Parte)

Comes now, the defendant, CLAUDIA H. TUCKER, Plaintiff, and respectfully requests a Temporary Injunction, for the following reasons:

1. That the above captioned Trustees, filed in this Court a Foreclosure Action, forcing sale of the property known as " BROADWATER FARM ", located in Chester, Maryland, at public auction.

2. That on September 22, 1980, a sale was held but later was re-scheduled for sale, due to the inability of purchaser to settle after ratification.

3. That on February 26, 1981, a sale was held and said sale has had " Exceptions " filed by this defendant, as well as others, and the disposition of said sale is pending.

4. That on April 29, 1981, a notice of Tax Sale, ordered by the County Treasurer for Queen Anne's County was advertised in the Queen Anne's Record Observer newspaper and is scheduled for public sale on Tuesday, the 19th of May, 1981 at 10:00 AM, at the Court House in Centreville, Maryland.

5. That according to the records in the Finance Office, said Tax Lien was filed on (NOT FILED IN THIS COUNTY UNTIL AFTER SALE)

6. That, as of this date, no " notice of tax <sup>lien</sup> or levy " has been received by this defendant, a principal <sup>liability</sup> and owner of said property.

7. That on September 22, 1980, Charles A. Knott, Jr., without the consent of and contrary to the wishes and desires of this defendant, filed and recorded a " Deed ", granting this defendant "all the rights, title and interest (23 1/2%) of

(124)

said property known as " Broadwater Farm ", in Chester, MD, held by William D. Heim. ( Document No. 103,299; Libra 167, pages 619-622 )

8. That on September 22, 1980, pursuant to the rules and procedures outlined in recording a change of Titling, in the State of Maryland, the taxes were paid on a portion of said property, to wit: \$454.13, to cover that portion of the property to include " 97AC and IMP w/Cox Neck Rd S/Chester".

9. That the rules state that, at the time of filing a Deed, ALL outstanding taxes are to be paid, however, that portion of the taxes due on the house on the water, " Lot 500 X 250 and IMP w/ Cox Neck Rd S/ Chester " were not paid and is clearly in violation of the rules.

10. That the property known as " Broadwater Farm " is "all inclusive" in one Deed of 101 acres and houses, recorded in the records of this aforesaid Court House.

11. That the Tax assessments for Broadwater Farm, have been devided into two parcels( clerks explanation ) for the purposes of computing the taxes ONLY, and can not be so devided for the purposes of this sale. The property includes the entire 101 acres with the improved main house and not just the improved main house.

12. That this defendant should not be charged with the error of said tax office in not collecting the total tax due when Deed was filed ( said deed covered all property, including main improved house w/ pool ) and recorded, by the Clerk's not adhering to the rules, or by any FRAUD perpetrated on that office by any and all parties involved, whatsoever.

13. That said Trustees of the Plaintiff should have known of said Tax <sup>liability</sup> ~~Lien~~ and should have made such tax <sup>liability</sup> ~~lien~~ part and parcel of any and all advertisements, as well as have entered into the Court Records such Tax <sup>liability</sup> ~~Lien~~, to be paid by prospective buyers at settlement.

14. That said Tax <sup>liability</sup> ~~Lien~~ should be entered into the record of this proceeding and should be satisfied by the Trustees, if the sale held on February 26, 1981 is ratified.

15. That if said sale held on February 26, 1981 is " not ratified " and is again ordered sold at auction, then the aforesaid Tax <sup>liability</sup> ~~lien~~ should be included in the <sup>liabilities</sup> ~~liens~~ to be satisfied by this sale.

16. (see below \*)

WHEREFORE, the defendant, CLAUDIA H. TUCKER, Pro Se, hereby respectfully requests of this Honorable Court, to restrain and injoin said Tax Sale, to be held on Tuesday, May 19th, 1981, on the property known as " Broadwater Farm " Chester, Maryland and have said tax <sup>liability</sup> ~~lien~~ entered into the record of this proceeding and the liens to be satisfied at settlement of property sale, otherwise immediate, substantial and irreparable damage will result to this defendant

Respectfully Submitted,

*Claudia A. Tucker*

CLAUDIA H. TUCKER, Pro Se  
BROADWATER FARM  
CHESTER, MARYLAND 21619

\*16. The trustees for said sale and the proceeds of such sale are under the auspices of this Court and therefore no bond is necessary. The tax liability is surety for this Court and this proceeding.

Points and Authorities

Maryland Rules of Procedure:

Rule BB 70 (b)

Rule BB 72 (a), (b), (c)

Rule BB 75 (a); BB 75 (b) (1) (126)



Certificate of Service

I certify that I, Claudia H. Tucker, notified, in person, the Queen Anne's County Treasurer's Office in the Court House in Centreville, Maryland (a Ms. Pat Myers), this day, May 18, 1981 at approximately 9:45 A.M. of this action and told her that I would deliver a copy of same immediately after I filed with the Clerk of the Court.

Claudia H. Tucker  
Broadwater Farm  
Chester, Maryland 21619.

Affidavit

LIBER 15 PAGE 370

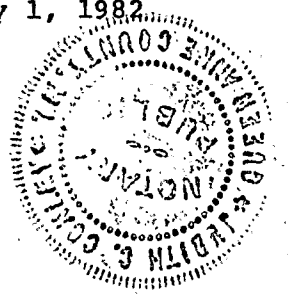
I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing Motion are true and correct to the best of my knowledge, information and belief.

Claudia H. Tucker  
Broadwater Farm  
Chester, Md. 21619

Subscribed and sworn to before me this 18th day of May, 1981.

Judith C. Conley  
NOTARY PUBLIC

My Commission Expires: July 1, 1982



(128)

OWNERS MAY QUALIFY FOR TAX CREDIT ACCORDING TO INCOME, APRIL 1/80. CALL 758-0404.

PLEASE REMIT TO:  
WILLIAM H. TOLSON, TREASURER  
CENTREVILLE, QUEEN ANNE'S COUNTY, MARYLAND 21617  
PHONE 301-758-0414

QUEEN ANNES COUNTY  
TAX BILL FOR 1980-81

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

ASSESSMENT	COUNTY RATE	STATE RATE	TOTAL AMOUNT DUE
79,361	1.94	.20	\$1,698.32

CHC 102/211  
NWM 148/108

ACCOUNT NO. 04 438952  
TUCKER, WILLIAM E. AND  
CLAUDIA H. ET AL  
5006 EDMONDSON AVE  
BALTIMORE, MD 21229

8 64-1-1  
LOT 500X250 AND IMP  
W/COX NECK RD  
S/CHESTER

PG. 1031

COUNTY TREASURER'S OFFICE CLOSED SATURDAY  
THIS IS A TWELVE MONTH BILL UNLESS STATED DIFFERENTLY ABOVE

IF CERTIFICATE OF CORPORATION INTEREST WILL BE CHARGED ON OR AFTER OCTOBER 1ST OR 30 DAYS FROM DATE OF STATEMENT, WHICHEVER IS LATER.

TAXES DUE: JULY 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  
UNTIL ALL TAXES, INTEREST AND COSTS ARE PAID IN FULL.

NOTE: FAILURE TO RECEIVE A  
TAX BILL IS NO EXCUSE  
FOR NOT PAYING TAXES  
INTEREST OR PENALTY

TAX CREDIT	TOTAL
	62

HOMEOWNERS MAY QUALIFY FOR TAX CREDIT AND DEFERRED PAYMENT OF INCOME TAX. 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

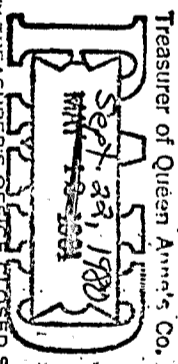
TAX BILL FOR 1980-81

TOTAL ASSESSMENT	COUNTY RATE	STATE RATE	TOTAL AMOUNT DUE
21,221	1.94	.20	\$454.13
	411.69	42.44	

CWC 102/211  
MMH 148/108

ACCOUNT NO. 04-438966  
LUCKER, WILLIAM F AND  
CLAUDIA H, ET AL  
5004 EDMONDSON AVE  
BALTIMORE, MD 21229

A 64-1-1  
97 AC AND IMP  
M/CRX RTX EN  
S/CH/STP



DUPLICATE RECEIPT

PG. 1031

IF CERTIFICATE OF CORPORATION INTEREST WILL BE CHARGED ON OR AFTER OCTOBER 1ST OR 30 DAYS FROM DATE OF STATEMENT, WHICHEVER IS LATER.

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 UNTIL ALL TAXES, INTEREST AND COSTS ARE PAID IN FULL.

NOTE: FAILURE TO RECEIVE A TAX BILL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

TOTAL	
TAX CREDIT	(30)
SUB TOTAL	

04 03523 2 Section/Block  
 Lot  
 County 19  
 Town  
 Subdivision  
 District 04  
 Subdistrict  
 Map 64  
 Grid 1  
 Parcel 1  
 Subparcel  
 Use A  
 Zoned  
 Exempt 0  
 EPRUC  
 Structure  
 211-2101-21B

97 AC AND IMP  
 W/COX NECK RD  
 S/CHESTER  
 CMC 102/211

ASSESSMENT SUMMARY

Land	1978	1979	19	19	19	19
Improvements	11,507	12,307	FCV LAND	24,410		
TOTAL	19,647	21,221	FCV BLDG	11,280		
Assessed By	McC	McC	TOTAL FCV	41,890		
Date	9-21-77	10-30-78	PREF-LAND	91110		
Actual Cost			FCV-GR	9		
Ind. Market						
Reported Income						
Date of Notice						
Protested	11-4-77	DEC 1 1978				
Date of Hearing						
Final Notice						
Higher Appeal						

Clayton Tucker bought  
 1/2 acre  
 from  
 Mrs E Tucker  
 10/20/78

TYPE FARM	grain	TYPE ROAD	Macadam	LOCATION		GOOD	AVG.	POOR
FARM STATUS	tenant	UTILITIES	gas	SHAPE OF FIELDS		GOOD	AVG.	POOR
CLASS	1978	1979	19	19	19	19	19	19

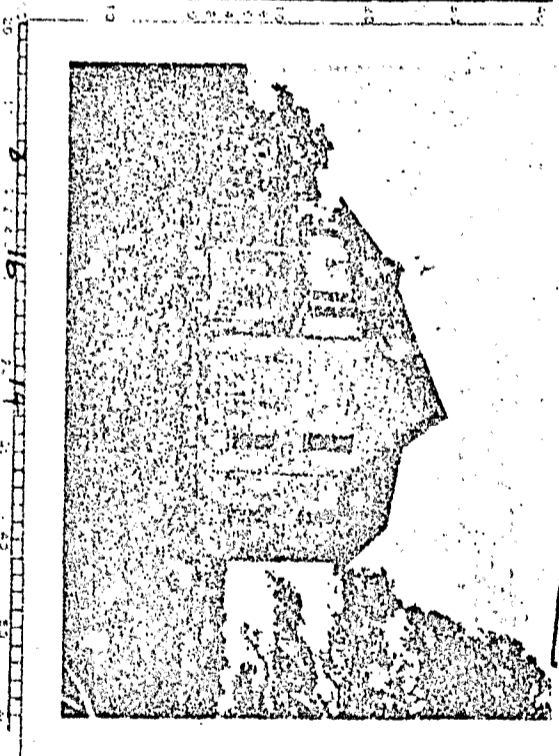
LAND VALUATION

CLASS	ACRES	1978	1979	19	19	19	19	19	19
		Rate	Value	Rate	Value	Rate	Value	Rate	Value
Homesite	1.072	2500	2500	3500	3500				
Tillable Class A	13.62	150	2043	150	2040				
Tillable Class B	12.02	125	1525	125	1525				
Tillable Class C	6.72	100	672	100	670				
Class D									
Class E									
Woods	25.40	30	762	30	762				
OTHER									
TOTAL	74								
ASSESSMENT VALUE			11,507		12,307				

Finance Dept  
 04/03/78  
 04/03/78  
 2-27-78  
 3-5-79  
 2-3-78  
 6/67  
 6/19  
 325,000  
 11,000 - 250  
 332,000 -

Type	R 28	Grade	Chicopee
Year Built	1953	Physical Condition	fair
EXTERIOR		1 Dormers	
Foundation	1/18	2 Attic Rm.	
Basement	N/A	3 Base Rm.	
Walls	side all	4 Full Bath	
Roof	comp. sh.	5 Bath	
		6 Air Cond.	
		7 Fireplace	
		8 Heat	
		9 Porch & X36	240.00
		10 Car Port	37.50
		11 Garage	900.00

INTERIOR	Base	1st	2nd	3rd	Attic
Floors					12
Partitions					13
No. Baths	1				14
Fireplaces					15
No. Rooms					16
Heating Type	forced				17
					18
					19
					20
					21
					22
TOTAL					



SUMMARY OF VALUATION

BUILDING DATA	PAGE	RATE	BASE VAL.	OTH. CHGS.	TOTAL	INDEX	REP. COST	DEPR.	VALUE	ASSMT.	INDEX	REP. COST	DEPR.	VALUE	ASSMT.
MAIN DWELLING	R. 1	6.2	1351	500	1851	71	15908	7200	9708	6708					
Electric									150	50					
Water									100	50					
Gas									100	50					
Heat									100	50					
Garage									900	250					
Porch									240	75					
Car Port									375	112					
TOTAL										774					

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18 04 04 03522 4 64 1 1 0 0 10/19/78

OWNERS NAME ADDRESS LIBER. FOLIO TRANSFER DATE

Tucker, Claudia Heta] Broadwater Farm-Chester, Md. 21619 WMC 167 619 2-13-78 \$32,000-450  
 (Wm. D. Heims' Interest in this property Goes to Claudia H. Tucker) WDC 102 211 2-27-76 (2 parcels)  
 TUCKER, WILLIAM E AND 5004 EDWARDS AVE BALTIMORE, MD 21229 2-27-76 335000-1000  
 CLAUDIA H. ST AL BALTIMORE, MD 21229 2-27-76 335000-1000

PREMISE STREET ADDRESS NAME TYPE STRUCTURE CODE UTILITIES LOCATION  
 CITY STATE DIR DP 19 DP 19 DP 19 DP 19 DP 19 DP 19 DP 19 DP 19 DP 19 DP 19  
 ZIP GRANTOR NO. WATER SEWER PUI PR

LDI 500Y250 AND IMP 1978-79 DP 1979 DP 19 DP 19 DP 19 DP 19 DP 19 DP 19 DP 19 DP 19  
 ASSESSMENT SUMMARY CITY STATE DIR DP 19 DP 19 DP 19 DP 19 DP 19 DP 19 DP 19 DP 19 DP 19 DP 19  
 STRUCTURE CODE TOTAL SQUARE FEET

ASSESSMENT SUMMARY 1978-79 DP 1979 DP 19 DP 19 DP 19 DP 19 DP 19 DP 19 DP 19 DP 19  
 CITY STATE DIR DP 19 DP 19 DP 19 DP 19 DP 19 DP 19 DP 19 DP 19 DP 19 DP 19  
 ZIP GRANTOR NO. WATER SEWER PUI PR

Land 35,975 41,391 FCV LAND 91,930  
 Buildings 34,537 37,990 FCV BLDG 84,480  
 TOTAL 70,512 79,381 TOTAL FCV 176,350

Assessed By R.C. 79,381  
 Date 9-28-77 10-30-78  
 Intervewed  
 Date of Notice 11-4-77 DEC. 1 1978  
 Protested  
 Date of Hearing  
 Final Notice  
 Property Tax Appeal Bd.  
 Higher Appeal  
 Copy of Worksheet Mailed  
 New Property Pick-up

LAND VALUATION 1973-73 19 19 19 19 19 19 19 19 19 19 19 19 19 19 19 19 19 19 19 19  
 Area Rate Value Rate Value Rate Value Rate Value Rate Value Rate Value Rate Value Rate Value Rate Value  
 1 121 1329  
 2 150 1617654  
 3 300 17654  
 4  
 5

Eff. Width Eff. Depth  
 500 350  
 Depth Factor: 1.37  
 Vacancy:  
 ASSESSED VALUE TOTAL 35,975

REMARKS: (31)

TOPOGRAPHY SHAP  
 Level Rectangular  
 Rolling Irregular

STREET INCLIN  
 Paved Comm. Ind.  
 Unpaved Historical

UTILITIES LOCALIT  
 Water  
 Sewer  
 Waterfront

PROPERTY FACTORS

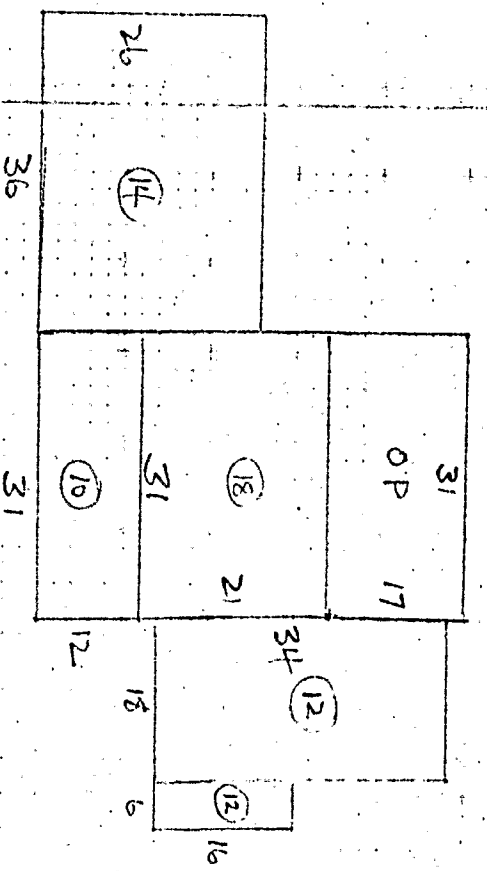
GRANTOR NO. 1

ASSESSMENT SUMMARY

COUNTY DIST ACCOUNT NO USE TAX CHID PARCEL YORN SUB DIV PART SECTION BLOCK LOT EXEMPT  
 18 04 43695 2 R 04 03522 4 1

RESIDENTIAL PROPERTY BULLHORN CREEK  
 OTHER FLAT CHARGES ETC

Grade	EXTRAS	NO.	RATE	TOTAL
Type A 1 1/2				
Year Built 1972	Dormers			
Physical Condition 5.5	Attic Rm.			
EXTERIOR AND INTERIOR	Base Fm.			276
Walls 2000	Bath	1		437
Roof 1/2	Air Cond.			
No. Jbs 2 1/2	Fireplace	2		1600
Fireplaces 2	Heat 1/2	76.5	195	2533
Heating Type 1/2	Porch 1/2	527.5		2625
	Car Port			
	Garage			
				272
				505



REMARKS	STY.	DIMENSIONS	SQ. FT.	RATE	BASE VALUE	PAGE	SQ. FT.	PERIM.
	1	24x36	936					267
		6x12	96					
		18x34	612					
		12x31	372					
		21x31	651					
			21667					

FORM 107 - 10/77

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JEFFREY M. FROST and	:	IN THE CIRCUIT COURT
BERNARD H. KANSTOROOM	:	FOR QUEEN ANNE'S COUNTY,
Substitute Trustees	:	
vs.	:	SITTING IN EQUITY
FRANCIS M. KEY and	:	NO. 6718
ELIZABETH M. KEY	:	
Mortgagors	:	

ORDER OF COURT

The Motion for Temporary (Ex Parte) Injunction filed in this cause by Claudia H. Tucker on May 18, 1981 having been read and considered, and it appearing to the Court as follows:

1. That the Movant has a fractional interest in the property known as "Broadwater Farm" which is assessed on the tax assessment records for Queen Anne's County of the Department of Assessments and Taxation to the Movant et al.
2. That a duty is imposed upon the owners of real estate to timely pay the annual taxes levied upon the same.
3. That the Movant has not observed the equitable maxim that "equity aids the vigilant rather than those in slumber on their rights."
4. That there has been no showing by the Movant that immediate, substantial and irreparable injury will result to the Movant before an adversary hearing can be had, because of the right of all property owners to redeem the property within a year and a day from the tax sale.

IT IS THEREUPON ORDERED this 18th day of May, 1981, by the Circuit Court for Queen Anne's County, Sitting in Equity, that the Motion of Claudia H. Tucker for a Temporary Injunction to restrain and enjoin the tax sale to be held on Tuesday, May 19, 1981 on the property known as "Broadwater Farm", Chester, Maryland be and it is hereby denied.

RECEIVED  
 CLERK OF COURT  
 1981 MAY 18 PM 3:42  
 QUEEN ANNE'S COUNTY

*[Handwritten Signature]*  
 Judge

136

Distribution:

Original - Court File

True Copies:

County Treasurer of Queen Anne's County

Claudia H. Tucker

Jeffrey M. Frost and

Bernard H. Kanstoroom,

Substitute Trustees

(137)

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

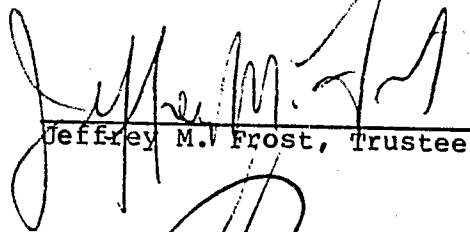
JEFFREY M. FROST and	:	
BERNARD H. KANSTOROOM, TRUSTEES	:	
Plaintiffs	:	Equity No. 6718
	:	
FRANCIS S. KEY and	:	
ELIZABETH M. KEY	:	
Defendants	:	

AMENDED REPORT OF SALE

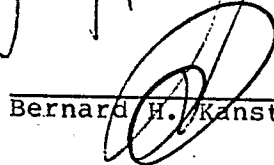
The report of sale of Jeffrey M. Frost and Bernard H. Kanstoroom, Trustees, filed herein on March 18, 1981, for the purpose of foreclosure of Deed of Trust from Francis S. Key and Elizabeth M. Key, dated February 9, 1973, and recorded among the Land Records of Queen Anne's County, Maryland in Liber 71 at folio 13, default having occurred under the terms of said Deed of Trust, is hereby amended as follows:

The last sentence of said Report of Sale is stricken and the following language substituted in its stead:

"The Trustees further report that although the sale was fairly made, upon subsequently learned information, they believe that the property brought an unconscionably low price compared to its fair market value."



Jeffrey M. Frost, Trustee



Bernard H. Kanstoroom, Trustee

STATE OF MARYLAND \*  
\* ss:  
COUNTY OF MONTGOMERY \*

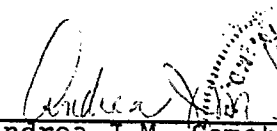
Jeffrey M. Frost and Bernard H. Kanstoroom, being each severally sworn each for himself on his oath, say that they are

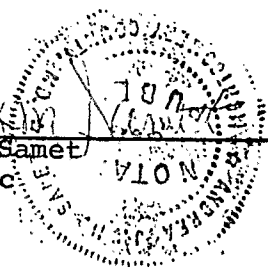
CLERK  
1981 MAY 28 AM 9:33  
QUEEN ANNE'S COUNTY

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the Trustees mentioned in the above Amended Report of Sale who have subscribed their signatures thereto, and that the matters and facts therein stated are true to the best of their own knowledge, except as to matters specifically stated therein upon information and belief, and as to those matters they believe them to be true.

Subscribed and sworn to before me, this 26th day of May 1981.

  
Andrea J.M. Samet  
Notary Public



My Commission expires: 7/1/82

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IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

JEFFREY M. FROST	:	
	:	
and	:	
	:	
BERNARD H. KANSTOROOM, TRUSTEES	:	
	:	
Plaintiffs	:	
	:	
v.	:	Equity No. 6718
	:	
FRANCIS S. KEY	:	
	:	
and	:	
	:	
ELIZABETH M. KEY	:	
	:	
Defendants	:	

CLERK OF COURT  
1981 JUL 27 AM 10:12  
COURT HOUSE & COUNTY

APPLICATION FOR SECOND RESALE OF PROPERTY  
AT RISK AND EXPENSE OF DEFAULTING PURCHASER

Jeffrey M. Frost and Bernard H. Kanstoroom, Trustees,  
by counsel, hereby make application in accordance with Maryland  
Rule BR6c to resell the property which is the subject of this  
foreclosure proceeding, at the risk and expense of the default-  
ing purchaser, and as grounds therefore state as follows:

1. On September 22, 1980, the real estate which is  
the subject matter of this foreclosure proceeding was sold at  
public auction to Mr. William E. Tucker as agent for Broadwater  
Enterprises.
2. This Court entered a Final Order of Ratification  
on the 12th day of January, 1981, ratifying and confirming the  
sale to William E. Tucker as agent for Broadwater Enterprises.
3. In accordance with the terms and conditions of  
the advertisement of sale and the terms contained in the Deed  
of Trust, settlement was called for and was scheduled to take  
place on January 26, 1981. The purchaser defaulted and did not  
settle on the sale of the property as required, and further,  
advised the Trustees that he was unable to settle in accordance  
with the terms of the foreclosure sale.

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12. In order to assure that the property will bring a greater price when resold a second time at public auction, the Trustees intend to have the auction sale advertised in the major newspapers of Baltimore and the District of Columbia, as well as an approved newspaper published in Queen Anne's County to include in all the advertisements a full and detailed description of the property, its water frontage, and its improvements; in addition to hold the sale itself upon the premises of the property.

WHEREFORE, it is prayed that this Court enter an Order authorizing your Trustees to resell the property a second time at the risk and expense of the defaulting purchaser.


JEFFREY M. FROST and BERNARD  
H. KANSTOROOM, TRUSTEES

By: 

Nelson C. Cohen, Esquire  
Attorney for the Plaintiffs  
Levitan, Ezrin, West,  
Weinstein & Kerxton, Chtd.  
5454 Wisconsin Avenue  
Suite 1400  
Chevy Chase, Maryland 20015  
(310) 951-1500

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Application for Second Resale of Property at Risk and Expense of Defaulting Purchaser was mailed, first-class mail, postage repaid, this 23 day of July, 1981, to David Bryan, Esquire, Attorney for William E. Tucker trading as Broadwater Enterprises, 111 Lawyers Row, Centerville, Maryland 21617 and Claudia Tucker, Broadwater Farm, Chester, Maryland 21619.

  
Nelson C. Cohen, Esquire

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4. Pursuant to the Order of the Court dated February 22, 1981, a resale of the property was held on February 26, 1981.

5. On said date, the property was resold at public auction to Construction Group, Inc. for a sales price of \$230,000.00.

6. Said resale of February 26, 1981 has not yet been ratified by this Court.

7. The Plaintiff Trustees believe that the above sales price is unconscionably low for this property, that the Court should not ratify the sale of February 26, 1981, and that the Court should order a re-sale of the property a second time in order to obtain a greater sales price closer to the fair market value of the property.

8. The defaulting purchaser, William E. Tucker, who is also the mortgagor herein and an owner of the property, is at the present time the Debtor in Bankruptcy Case No. 81-2-0713-L in the United States Bankruptcy Court for the District of Maryland.

9. In response to a Complaint filed by your Trustees herein in Adversary Proceeding No. 81-0606 on June 16, 1981, William E. Tucker consented to a second resale of the subject property (See Exhibit A attached hereto).

10. By answer filed in said Adversary proceeding on June 29, 1981, the Trustee in Bankruptcy, George Liebmann, Esquire, consented to a second resale of the subject property (See Exhibit B attached hereto).

11. On July 2, 1981, the United States Bankruptcy Court for the District of Maryland ordered the second resale of the subject property (See Exhibit C attached hereto).



## UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF MARYLAND

IN RE: \*

WILLIAM E. and DEBRA S. TUCKER \*

Debtors \*

JEFFREY M. FROST and \* CASE NO. 81-2-0713-L

BERNARD H. KANSTOROOM, Trustees \*

Plaintiffs \*

vs. \* ADVERSARY NO. 81-0606

WILLIAM E. TUCKER \*

Defendant \*

\* \* \* \* \*


ANSWER TO COMPLAINT TO MODIFY STAY

TO THE HONORABLE, HARVEY M. LEBOWITZ, BANKRUPTCY JUDGE:

William E. Tucker, by his attorney, Mark S. Devan, for  
Answer to the Complaint to Modify Stay, says:

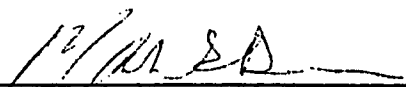
1. That he admits the allegations of the Complaint.

WHEREFORE, the Defendant, William E. Tucker, consents to  
the Modification of Stay pursuant to 11 U.S.C. Section 362 to  
permit a second resale of the property known as Broadwater Farms.

  
Mark S. Devan  
614 Bosley Avenue  
Towson, Maryland 21204  
828-9441

Attorney for Debtor

I HEREBY CERTIFY that on this 16<sup>th</sup> day of June, 1981, a  
copy of the foregoing Answer to Complaint to Modify Stay was sent  
to Jeffrey M. Frost and Barbara J. Finer, 5454 Wisconsin Avenue,  
Chevy Chase, Maryland 20015, attorneys for Plaintiffs, and to  
George Liebmann, Esquire, Trustee, 513 Keyser Building, Baltimore,  
Maryland, 21202

  
Mark S. Devan

(151)

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND

In Re: William and Deborah Tucker  
Bankruptcy No. 81-2-0713-L

ANSWER TO COMPLAINT TO MODIFY STAY

To the Honorable Harvey M. Lebowitz:

George W. Liebmann, Trustee, for Answer to the Complaint  
to Modify Stay, says:

1. That he admits the allegations of the Complaint.

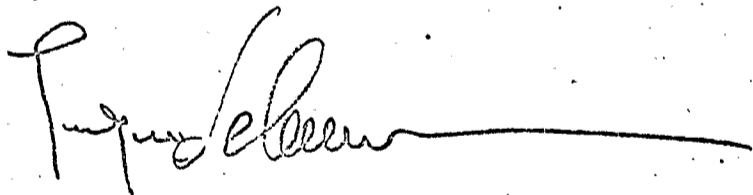
WHEREFORE, the Defendant, George W. Liebmann, Trustee,  
consents to the Modification of Stay pursuant to 11 U.S.C. §362  
to permit a second resale of the property known as Broadwater  
Farms.



George W. Liebmann  
The Keyser Building  
207 E. Redwood Street  
Baltimore, Maryland 21202  
752-5887

Certificate of Service

I HEREBY CERTIFY that on this 29th of June, 1981 a copy  
of the foregoing Answer to Complaint to Modify Stay was mailed  
to Barbara J. Finer, 5454 Wisconsin Avenue, Chevy Chase, Md.  
20015.



6/29/81

152

Ex. C

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF MARYLAND

IN RE:

WILLIAM E. AND DEBRA S. TUCKER

Debtors

JEFFREY M. FROST and  
BERNARD H. KANSTOROOM, Trustees

Plaintiffs

vs.

WILLIAM E. TUCKER and  
GEORGE LIEBMANN, ESQ., Trustee

Defendants

\*  
\*  
\*  
\* CASE NO. 81-2-0713-L  
\*  
\*  
\*  
\*  
\*  
\* ADVERSARY NO. 81-0606  
\*  
\*  
\*  
\*

CONSENT ORDER MODIFYING STAY

Upon the mutual consents of the Plaintiffs, Jeffrey M. Frost and Bernard H. Kanstoroom, Trustees and the Defendants, William E. Tucker, Debtor and George Liebmann, Esquire, Trustee, to the Modification of the Stay in this proceeding to permit the Plaintiffs to resell a second time the real property which is the subject of foreclosure in Equity No. 6718 in the Circuit Court for Queen Anne's County, Maryland, it is this 2<sup>nd</sup> day of June, 1981.

ORDERED, ADJUDGED AND DECREED, that the stay afforded by 11 U.S.C. Section 362 be, and it hereby is modified to permit Jeffrey M. Frost and Bernard H. Kanstoroom, Trustees, to resell at public sale that real property with improvements described in Exhibit "A" attached to the Trustees' Complaint on file herein in accordance with the proceedings in Equity No. 6718 in the Circuit Court for Queen Anne's County, Maryland; and it is

FURTHER ORDERED, ADJUDGED AND DECREED, that the Plaintiffs are enjoined from filing a claim in this proceeding against the Debtor William E. Tucker for any deficiency from said second resale.

  
United States Bankruptcy Judge

(153)

LIBER

15 PAGE 387

RECEIVED JUL 1 1981

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND  
Sitting as a Court of Equity

JEFFREY H. FROST and  
BERNARD H. KANSTOROOM, TRUSTEES  
Plaintiffs

v.

FRANCIS S. KEY  
and  
ELIZABETH M. KEY  
Defendants

Equity No. 6718

1981 JUL 27 AM 10:13  
QUEEN ANNE'S COUNTY

PURCHASER'S CONSENT TO RESALE

Comes now Jack Greenspan, as agent for Construction Group, Inc., the purchaser at the substitute Trustee's resale of February 26, 1981, in this cause, and hereby consents to the second resale of the subject property at public auction at the risk and expense of defaulting purchaser William E. Tucker.

CONSTRUCTION GROUP, INC.

By: Jack Greenspan  
Jack Greenspan

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Purchaser's Consent to Resale was mailed, first class mail, postage prepaid, this 23<sup>rd</sup> day of July, 1981 to William Tucker and Claudia Tucker, Broadwater Farm, Chester, Maryland 21619.

Jack Greenspan  
Jack Greenspan  
Construction Group, Inc.  
Penthouse 6  
8401 Connecticut Ave.  
Chevy Chase, Maryland 20015  
652-5032

(160)

CCG:mfe:7/28/81

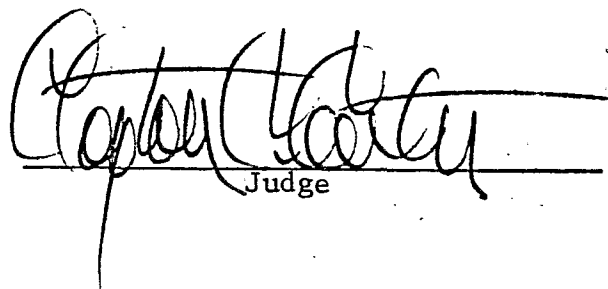
JEFFREY M. FROST and	:	IN THE CIRCUIT COURT
BERNARD H. KANSTOROOM,	:	
TRUSTEES	:	
Plaintiffs	:	FOR QUEEN ANNE'S COUNTY,
	:	
vs.	:	SITTING IN EQUITY
	:	
FRANCIS S. KEY	:	
and	:	
ELIZABETH M. KEY	:	NO. 6718
Defendants	:	

ORDER AUTHORIZING TRUSTEES TO RESELL PROPERTY  
AT RISK AND EXPENSE OF DEFAULTING PURCHASER

Upon consideration of the Application by the Trustees to resell a second time the property which is the subject matter of this equity action at the risk and expense of the defaulting purchaser, William E. Tucker and it appearing that William E. Tucker has received notice of the application and consents to the relief sought and good cause having been shown, it is this 28th day of July, 1981, by the Circuit Court for Queen Anne's County, Sitting as a Court of Equity, and by the authority thereof,

ORDERED, that Jeffrey M. Frost and Bernard H. Kanstoroom, Trustees, be, and they hereby are, authorized to resell the property which is the subject matter of this foreclosure proceeding at the risk and expense of the defaulting purchaser, William E. Tucker.

1981 JUL 29 AM 9:53  
QUEEN ANNE'S COUNTY

  
Judge

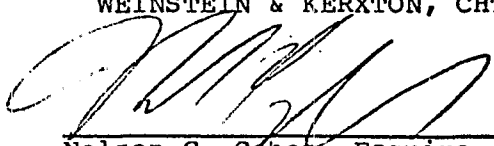
IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

JEFFREY M. FROST :  
and :  
BERNARD H. KANSTOROOM, TRUSTEES :  
Plaintiffs :  
vs. : Equity No. 6718  
FRANCIS S. KEY :  
and :  
ELIZABETH M. KEY :  
Defendants :

MOTION FOR SUMMARY DECLARATORY JUDGMENT

Comes now the Plaintiffs, Jeffrey M. Frost and Bernard H. Kanstoroom, Trustees, by and through counsel Levitan, Ezrin, West, Weinstein & Kerxton, Chartered, and moves for summary declaratory judgment that as a matter of law all rights, title and interest of all the former owners and mortgagors in and to the real property which is the subject of this proceeding have been foreclosed by this Court's ratification of the sale of said property, on the grounds that there are no material facts in dispute as to such issues and that therefore the Court should enter its judgment to that effect as a matter of law. In support thereof, Plaintiffs submit their Memorandum of Points and Authorities.


LEVITAN, EZRIN, WEST,  
WEINSTEIN & KERXTON, CHTD.

  
Nelson C. Cohen, Esquire  
Attorney for the Plaintiffs  
Suite 1400, Barlow Building  
5454 Wisconsin Avenue  
Chevy Chase, Maryland 20015  
951-1500

1991 AUG -3 AM 10 23  
Circuit Court of Queen Anne's County

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing Motion for Summary Declaratory Judgment and Points and Authorities in support thereof were mailed, first-class mail, postage prepaid, this \_\_\_\_\_ day of July, 1981, to David Bryan, Esquire, Attorney for William E. Tucker trading as Broadwater Enterprises, 111 Lawyers Row, Centerville, Maryland 21617 and Claudia Tucker, Broadwater Farm, Chester, Maryland 21619, and Mark S. Devan, Esquire, Trustee in Bankruptcy for Claudia H. Tucker (#81-2-1773), 614 Bosley Avenue, Towson, MD 21204.

  
\_\_\_\_\_  
Nelson C. Cohen, Esquire

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

JEFFREY M. FROST	:	
and	:	
BERNARD H. KANSTOROOM, TRUSTEES	:	
Plaintiffs	:	
vs.	:	Equity No. 6718
FRANCIS S. KEY	:	
and	:	
ELIZABETH M. KEY	:	
Defendants	:	

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QUEEN ANNE'S COUNTY

MEMORANDUM OF POINTS AND AUTHORITY

1. Rule 610, Maryland Rules of Procedure.
2. The foreclosure proceeding herein was instituted on August 6, 1980, by the Plaintiffs as the Substitute Trustees under a Deed of Trust secured by certain real property located in Queen Anne's County, Maryland. At the time of the filing of said proceedings, the real property was owned by William E. Tucker and Claudia H. Tucker and others, which persons had purchased the property from Francis and Elizabeth Key, subject to the deed of trust which was foreclosed in this proceeding.

As such, William E. Tucker and Claudia H. Tucker stand in the shoes of the Keys, the original mortgagors under the Deed of Trust. On September 22, 1980, the real property was sold at foreclosure, and the Report of Sale was filed therein on October 2, 1980. On January 12, 1981, the Final Order of Ratification of this Court was entered ratifying and confirming the sale of September 22, 1980.

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In the State of Maryland it has long been established that once real property has been sold at a valid foreclosure sale, the mortgagor/owner is divested of all rights and interest in and to said real property. Union Trust Co. v. Biggs, 153 Md. 50, 137 A. 509 (1927); Butler v. Daum, 245 Md. 447, 226A2d 261 (1967). In the case of Butler v. Daum, supra, Cal H. Crosson and Lizzie Crosson were the mortgagors under a deed of trust secured by real property owned by the Crossons. The Crossons subsequently sold the real property to Daniel Butler and Helen Butler, subject to the outstanding indebtedness secured by the property. When the Butlers subsequently defaulted under the deed of trust, the property was sold at foreclosure and, after a hearing on certain exceptions to the sale, the sale was duly ratified by the chancellor. An appeal was taken by the Butlers contending in part that they had a right to redeem the property at any time prior to the ratification of the sale. The Court therein held that, not only were the mortgagors divested of all right of redemption by the sale, but "all rights of the mortgagors in the land are deemed to have ceased to exist as of the date of the sale" (Id. at 264).


The situation in the foreclosure proceeding involved herein is very similar to that in Butler v. Daum. The property was originally owned and mortgaged by Francis S. Key and Elizabeth M. Key. The Keys subsequently sold the property to William E. Tucker, Claudia H. Tucker and others, subject to the Keys' outstanding deed of trust mortgage. Upon default under the deed of trust by the owners of the property, this foreclosure proceeding was instituted and the property sold at public auction on September 22, 1980 and the sale ratified by this Court on January 12, 1981. Since the Report of Sale was

ratified by the Court on January 12, 1981, the owners and mortgagors have, under Maryland law, been divested of all their rights and interest in and to said real property since the date of the sale on September 22, 1980;

Accordingly, as a matter of law the owners/mortgagors have been divested of all their rights in the real property as owner and mortgagor since September 22, 1980, and the subsequent filing of a petition in bankruptcy by any former owner/mortgagor would have no effect on this proceeding.

Respectfully submitted,

LEVITAN, EZRIN, WEST,  
WEINSTEIN & KERXTON, CHTD.

By:   
Nelson C. Cohen, Esquire

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

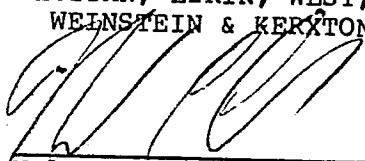
JEFFREY M. FROST :  
and :  
BERNARD H. KANSTOROOM, TRUSTEES :  
Plaintiffs :  
vs. : Equity No. 6718  
FRANCIS S. KEY :  
and :  
ELIZABETH M. KEY :  
Defendants :

NOTICE OF HEARING

TO THE DEFENDANT:

Take notice that unless you make your defense within the time allowed by law or rule of Court, judgment may be entered against you. If you assert a defense, this Motion may be heard by the Court ten (10) days after its service upon you.

LEVITAN, EZRIN, WEST,  
WEINSTEIN & KERXTON, CHTD.

  
Nelson C. Cohen, Esquire

(167)

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

JEFFREY M. FROST	:	
	:	
and	:	
	:	
BERNARD H. KANSTOROOM, TRUSTEES	:	
	:	
Plaintiffs	:	
	:	
v.	:	Equity No. 6718
	:	
FRANCIS S. KEY	:	
	:	
and	:	
	:	
ELIZABETH M. KEY	:	
	:	
Defendants	:	

VERIFIED PETITION FOR EX PARTE  
AND INTERLOCUTORY INJUNCTION

Comes now the Petitioners, Jeffrey M. Frost and Bernard H. Kanstoroom, Trustees, by and through counsel Levitan, Ezrin, West, Weinstein & Kerxton, and petitions this Court for an ex parte and interlocutory injunction and in support of this Petition, states as follows:

1. The Petitioners incorporate herein by reference the allegations, facts, and exhibits contained in the Petition for Foreclosure, Reports of Sales, Requests for Resales, and Motion for Summary Judgment filed herein by Petitioners.

2. On September 22, 1980, the real property which is the subject matter of this proceeding was sold at public auction, and said sale was finally ratified by this Court on January 12, 1981.

3. Subsequent default by the contract purchaser William E. Tucker, agent for Broadwater Enterprises, necessitated the resale of the property at the risk and expense of the defaulting purchaser.

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QUEEN ANNE'S COUNTY

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4. The ratification of the sale of September 22, 1980, has extinguished all rights, title and interest of Claudia H. Tucker and other former owners in the property.

5. A resale of the property was held on February 26, 1981; however, since the sale price was considerably less than the fair market value of the property, the Trustees determined that a second resale on the property itself, with more extensive advertising, could result in a more equitable price for the property.

6. A second resale has now been set for August 18, 1981 at 3:00 o'clock p.m.

7. Advertisements have been placed in newspapers in the Baltimore and Washington, D.C. areas as well as in the Queen Anne's County newspaper with detailed descriptions of the property and improvements.

8. The Petitioners herein believe that Claudia H. Tucker and other parties in interest of the subject property may attempt to interfere with the sale of the property and may attempt to prevent the auctioneer or any prospective purchasers from entering onto or inspecting the property.

9. In order to obtain a fair and just price for the property it is necessary that prospective purchasers be allowed to enter onto and inspect the property prior to and at the time of the sale.

10. The sale itself has been arranged and advertised to be held on the premises in order to enable all persons attending the sale to see the property and appreciate its true value, with the expectation that as a result the price bid for the property will be greater than at the previous resale.

11. Moreover, Petitioners state under oath that the secured party under the defaulted first deed of trust on the property, Equitable Trust Company, has made the requirement that the sale be held on the premises a condition for Equitable to defer exercising its own right to have the property sold at

foreclosure.

12. That your Petitioners state under oath to this Court that immediate, substantial and irreparable injury may occur should this injunction not be granted, in that prospective purchasers may be prevented from seeing the property, the Trustees and auctioneer prevented from holding the public auction sale as advertised, and resulting in another resale being required and/or a separate foreclosure proceeding being instituted by Equitable Trust Company.

13. That your Petitioners request that they not be required to post any additional surety or bond, for the reason that a bond in the amount of \$269,000.00 has already been posted by the Petitioners in this proceeding.

14. That your Petitioners state to this Court that there is no adequate remedy at law to protect their interest as Trustees.

15. That if the ten days for response by objecting parties is allowed, Petitioners will suffer irreparable harm and damage in that the sale is to take place on August 18, 1981, and it is imperative that inspections be permitted prior to that date as well as on August 18.

WHEREFORE, the Petitioners request that their Petition for Ex Parte and Interlocutory Injunction be granted and that Claudia H. Tucker and any other parties in interest of the subject property or their agents, servants or employees be enjoined from:

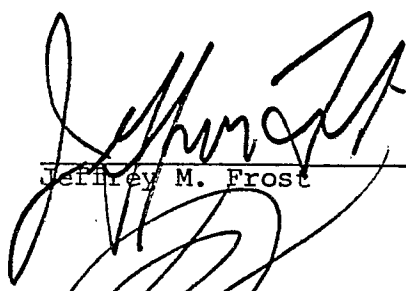
(a) Preventing or hindering prospective purchasers, the auctioneer, the auctioneer's employees and agents, and the Trustees from entering onto the subject property for purposes of inspection.

(b) Preventing or hindering the placing of any signs on the property advertising the public auction sale.

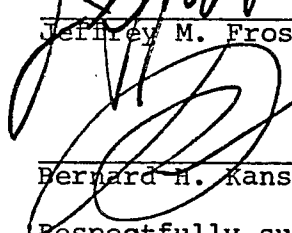
(c) In any manner interfering with the holding of the public auction sale on August 18, 1981, as authorized by this Court.

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

8/7/81  
Dated \_\_\_\_\_

  
Jeffrey M. Frost

8/7/81  
Dated \_\_\_\_\_

  
Bernard H. Kanstoroom

Respectfully submitted:

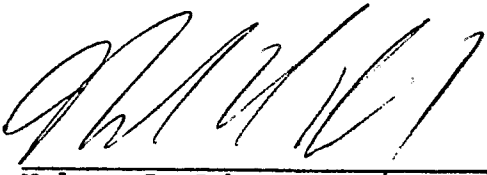
LEVITAN, EZRIN, WEST, WEINSTEIN &  
KERXTON, CHARTERED

By 

Nelson C. Cohen, Esquire  
Attorney for Petitioners  
5454 Wisconsin Avenue  
Suite 1400  
Chevy Chase, Maryland 20015  
(301) 951-1500

POINTS AND AUTHORITIES

1. Rule BB 71, Maryland Rules of Civil Procedure.
2. Rule BB 72 (a), (b) and (c).
3. Rule BB 77.

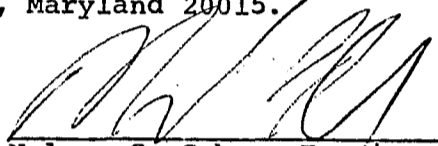
  
Nelson C. Cohen, Esquire

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was mailed, first class mail, postage prepaid this 7<sup>th</sup> day of August, 1981, to Claudia H. Tucker, Broadwater Farm, Chester,

(176)

Maryland 21619; Mark S. Devan, Esquire, Trustee in Bankruptcy for Claudia H. Tucker, and Attorney for William E. Tucker, 614 Bosley Avenue, Towson, Maryland 21204; William E. Tucker, 14 Medical Arts Building, Read and Cathedral Streets, Baltimore, Maryland 21201; George Liebmann, Esquire, Trustee in Bankruptcy for William E. Tucker, 513 Keyser Building, Baltimore, Maryland 21202; and David Bryan, Esquire, Attorney for William E. Tucker trading as Broadwater Enterprises, 111 Lawyers Row, Centreville, Maryland 21617; and Mr. Robert Keats, Penthouse 6, 8401 Connecticut Avenue, Chevy Chase, Maryland 20015.



Nelson C. Cohen, Esquire



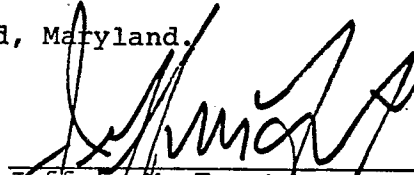
IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

JEFFREY M. FROST :  
and :  
BERNARD H. KANSTOROOM, TRUSTEES :  
Plaintiffs :  
v. : Equity No. 6718  
FRANCIS S. KEY :  
and :  
ELIZABETH M. KEY :  
Defendants :

CERTIFICATION

STATE OF MARYLAND  
COUNTY OF MONTGOMERY, to wit:

This is to certify that Petitioner Jeffrey M. Frost notified Claudia H. Tucker of the time and date of his hearing with Judge Carter by mailing a copy of the attached letter, the verified Petition and Order by Special Delivery Mail to Claudia H. Tucker at Broadwater Farms, Chester, Maryland 21619 on the 7<sup>th</sup> day of August, 1981, it having been determined that Claudia H. Tucker has no telephone number listed under her name in Chester, Maryland or Kent Island, Maryland.

  
\_\_\_\_\_  
Jeffrey M. Frost  
6454 Wisconsin Avenue  
Suite 1400  
Chevy Chase, Maryland 20015  
(301) 951-1526

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QUEEN ANNE'S COUNTY

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LIBER

15 PAGE 402

LAW OFFICES

LEVITAN, EZRIN, WEST, WEINSTEIN & KERXTON  
CHARTERED

PAUL H. WEINSTEIN  
HERBERT S. EZRIN  
ALAN S. KERXTON  
JEFFREY M. FROST  
KENNETH R. WEST  
NELSON C. COHEN  
STANLEY D. ABRAMS  
MARK J. HARDCASTLE  
BARBARA JO FINER  
JAMES R. DEVER\*\*

RONALD D. WEST  
LAURENCE LEVITAN  
JOSEPH W. PITTERICH  
BERNARD KANSTOROOM  
SUZANNE M. SNEDEGAR  
STEVEN H. ORAM  
DAVID M. KOCHANSKI  
NORMAN B. HANDLER  
WILLIAM L. REMLEY\*

1400 BARLOW BUILDING  
5454 WISCONSIN AVENUE  
CHEVY CHASE, MARYLAND 20015

(301) 951-1500  
TELECOPIER: (301) 656-1624  
WRITER'S DIRECT NUMBER IS

951-1526

\*ADMITTED IN  
WASHINGTON STATE ONLY

\*\*ADMITTED IN  
VIRGINIA, DISTRICT OF COLUMBIA  
AND FLORIDA ONLY

SPECIAL DELIVERY

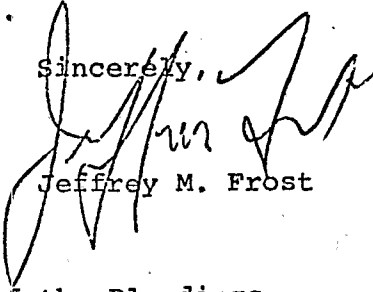
August 7, 1981

Ms. Claudia H. Tucker  
Broadwater Farms  
Chester, Maryland 21619

Dear Ms. Tucker:

This is to inform you that I will be meeting with Judge Clayton C. Carter in his chambers at the Queen Anne's County Courthouse in Centreville, Maryland on Tuesday, August 11, 1981, at 9:30 a.m., to request that he issue an Order for an Ex Parte Injunction to prohibit any parties in interest of Broadwater Farms from interfering with the public auction sale on August 18, 1981.

Sincerely,

  
Jeffrey M. Frost

JMF:ra

P.S. We are enclosing copies of the Pleadings.

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IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
Sitting as a Court of Equity

JEFFREY M. FROST :  
and :  
BERNARD H. KANSTOROOM, TRUSTEES :  
Plaintiffs :  
v. : Equity No. 6718  
FRANCIS S. KEY :  
and :  
ELIZABETH M. KEY :  
Defendants :

ORDER FOR EX PARTE INJUNCTION

The Petitioners, Jeffrey M. Frost and Bernard H. Kanstoroom, having shown to this Court through the Verified Petition for Ex Parte and Interlocutory Injunction that immediate, substantial and irreparable injury will be suffered should this Court not grant an ex parte injunction prior to an adversary hearing, and

It having been shown to this Court that the Petitioners have stated under oath that they reasonably believe that Claudia H. Tucker and/or other parties in interest of the subject property will attempt to prevent the auctioneer and prospective purchasers from entering onto and inspecting the property prior to August 18, 1981, and otherwise hinder or prevent the holding of the public auction sale on the premises on August 18, 1981, it is by this Court this 11th day of August, 1981,

ORDERED, that an Ex Parte Injunction prohibiting Claudia H. Tucker, and any other parties in interest of the real property which is the subject of this foreclosure proceeding, from preventing the auctioneer and prospective purchasers from entering onto and inspecting the subject property from the date of this Order until and including the day of the sale on August

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QUEEN ANNE'S COUNTY

8, 1981; and it is

FURTHER ORDERED, that Claudia H. Tucker and any other parties in interest are prohibited from interfering with any signs placed on the property advertising said sale or in any manner interfering with the holding of said public auction sale of the property; and it is

FURTHER ORDERED, that Claudia H. Tucker and any other parties in interest shall have leave to move for a hearing to set aside the Ex Parte Injunction on not more than two days' notice to the Petitioners, and it is

FURTHER ORDERED, that this Ex Parte Injunction shall expire at the end of ten (10) days from the date of this Order, unless extended by Order of this Court, and it is

~~FURTHER ORDERED, that a hearing on an Interlocutory Injunction be and hereby is scheduled for \_\_\_\_\_, 1981, at \_\_\_\_\_ o'clock \_\_\_\_\_ m., and it is.~~

FURTHER ORDERED, that Claudia H. Tucker and William E. Tucker be served with a copy of this Order and the verified Petition by certified mail, return receipt requested, on or before the 14th day of August, 1981.

Clayton C. Beller  
Judge

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY M. FROST  
and  
BERNARD H. KANSTOROOM,  
Trustees

Plaintiff,

v.

FRANCIS S. KEY  
and  
ELIZABETH M. KEY,

Defendant.

Equity No. 6718

PETITION FOR PAYMENT OF JUDGMENT  
CREDITOR FROM MORTGAGE FORECLOSURE SURPLUS

Now comes Mario Vahos, Petitioner, by and through his attorney, Kenneth E. Conklin and says:

1. That the above captioned matter is a proceeding for the foreclosure of a Second Deed of Trust on certain real estate located in the Fourth Election District, of Queen Anne's County, Maryland, known as "Broadwater Farm", in which William E. Tucker, Jr. has a legal and equitable interest.

2. That on April 9, 1980, your Petitioner obtained a judgment against William E. Tucker, Jr. in the amount of Eleven Thousand Five Hundred Fifty Three Dollars and Forty Seven Cents (\$11,553.47), in the Circuit Court of Maryland for Queen Anne's County, Equity Case Number 6043.

3. That the judgment was granted as a lien against William E. Tucker's 23 1/2% legal interest in the subject

LEIGHTON CONKLIN  
LEMOV JACOBS  
and BUCKLEY  
Chartered  
2033 M Street, Northwest  
Suite 800  
Washington, D.C. 20036  
(202) 785-4800

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QUEEN ANNE'S COUNTY

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farm. (See attached Court Order.)

4. That said judgment against William E. Tucker, Jr. resulted from payments made by your Petitioner on the mortgage on the property.

5. That said judgment against William E. Tucker, Jr. was indexed among the judgment records in the Circuit Court of Queen Anne's County, Maryland.

6. That there is due and owing on said judgment against William E. Tucker, Jr., the sum of Eleven Thousand Five Hundred Fifty Three Dollars and Forty Seven Cents (\$11,553.47).

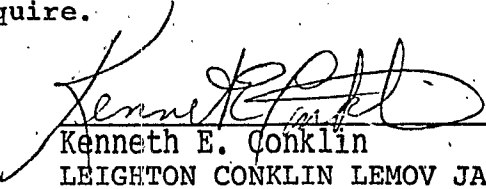
7. That under the doctrine of Equitable Conversion, your Petitioner has a lien on the proceeds of the sale of said real property which would be paid to William E. Tucker, Jr.

WHEREFORE, your Petitioner prays:

a. That this Honorable Court order the payment of your Petitioner's judgment against William E. Tucker, Jr. in the amount of Eleven Thousand Five Hundred Fifty Three Dollars and Forty Seven Cents (\$11,553.47) plus interest out of the proceeds and surplus remaining in the hands of the trustees, prior to the payment of any such proceeds and surplus to William E. Tucker, Jr. or any other person or persons.

c. That your Petitioner be awarded the costs incurred in this action.

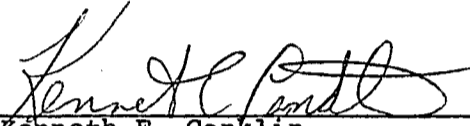
d. And for such other and further relief as the nature of this case may require.

  
Kenneth E. Conklin  
LEIGHTON CONKLIN LEMOV JACOBS  
AND BUCKLEY  
2033 M Street, N.W., Suite 800  
Washington, D.C. 20036-3398  
(202) 785-4800

LEIGHTON CONKLIN  
LEMOV JACOBS  
and BUCKLEY  
Chartered  
2033 M Street, Northwest  
Suite 800  
Washington, D.C. 20036  
(202) 785-4800

AFFIDAVIT

I hereby solemnly swear, under the penalty of perjury, on this 19th day of August, 1981, that the matters and facts set forth in the foregoing Petition and accompanying exhibits are true and correct to the best of my knowledge and belief.

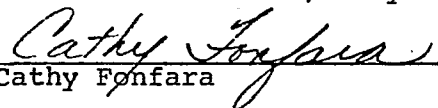
  
Kenneth E. Conklin  
LEIGHTON CONKLIN LEMOV JACOBS  
AND BUCKLEY  
2033 M Street, N.W.  
Suite 800  
Washington, D.C. 20036-3398  
(202)785-4800

STATEMENTS OF POINTS AND AUTHORITIES

1. Jones v Jones, 1 Bland 443 (1824).
2. Rule W75 a. Md. Rules of Procedure.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on the 19th day of August, 1981, a copy of the foregoing Petition and accompanying exhibits was mailed, postage prepaid, to Nelson C. Cohen, Esquire 5454 Wisconsin Avenue, Suite 1400 Chevy Chase, Maryland 20015 Brian G. West, Esquire 905 Merchantile-Towson Building, 409 Washington Avenue, Towson, Maryland 21204; and Barbara Hull Foster, Esquire Whiteford, Taylor, Preston, Trimble & Johnston, 2000 First Maryland Building, 25 South Charles Street, Baltimore, Maryland 21201; David C. Bryan, Esquire 111 Lawyers Row, Centreville, Maryland 21617 and James W. Yates, 100 North Liberty Street Centreville, Maryland 21617.

  
Cathy Fonfara

LEIGHTON CONKLIN  
LEMOV JACOBS  
and BUCKLEY  
Chartered  
2033 M Street, Northwest  
Suite 800  
Washington, D.C. 20036  
(202) 785-4800

DECREE

For the reasons set forth in the foregoing Memorandum, it is this 9<sup>th</sup> day of April, 1980, hereby O R D E R E D, A D J U D G E D, and D E C R E E D by the Circuit Court for Queen Anne's County, in Equity, as follows:

1. The Court Order of Judge J. Albert Roney, Jr., dated February 6, 1979, required Dr. Mario Vahos and Laura Vahos, his wife, to convey to Claudia H. Tucker all their 23½% legal and equitable interest in the subject Broadwater Farm for a consideration of \$64,000.

(a) We construe said equitable interest ordered to be conveyed to include all of Dr. Vahos rights to contribution from Claudia H. Tucker for payments made in excess of his 23½% share of payments on the farm mortgages and fire insurance.

(b) We construe said equitable interest ordered to be conveyed to Claudia H. Tucker not to include by way of subrogation any interest he might have to seek contribution from William D. Heim or William E. Tucker.

2. William E. Tucker owes to Dr. Mario Vahos the sum of \$11,553.47 as a contribution for payments he made in excess of his 23½% share of payments made on the farm mortgages (with credit to William E. Tucker for payments he made on the fire insurance premiums). Dr. Mario Vahos is granted a lien for \$11,553.47 against William E. Tucker's 23½% legal interest in the subject farm.

3. William E. Tucker and Claudia H. Tucker, jointly and severally owe to William D. Heim the sum of \$12,207.18 as a contribution for payments he made in excess of his 23½% share of payments made on the farm mortgages (with credit to William E. Tucker and Claudia H. Tucker for payments William E. Tucker made on the fire insurance premiums). William



D. Heim is granted a lien for \$12,207.18 against William E. Tucker's and Claudia H. Tucker's respective legal interests in the subject farm.

4. The Court retains continuing jurisdiction over this case in the event supplementary proceedings become advisable or necessary in the future.

5. Court costs shall be assessed one-fourth against Dr. Mario Vahos, one-fourth against William D. Heim, one-fourth against William E. Tucker, and one-fourth against Claudia H. Tucker. The expenses and fees of the Special Court Auditor and the Certified Public Accountant employed by him (with the Court's approval) will be included in the Court costs. The Court Auditor will promptly file a Petition listing his services and expenditures (including the fees of the Certified Public Accountant) and requesting the Court to pass an Order to determine the same. Copies of this Petition will be sent to each of the attorneys of record in this case. A hearing on this Petition will be set and all the attorneys notified thereof-so they may be present and participate if they desire to do so.

*R. Thomas Everingham*  
JUDGE

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY COUNTY, MARYLAND  
Sitting as a Court of Equity

JEFFREY M. FROST and  
BERNARD H. KANSTOROOM

Plaintiffs

vs.

FRANCIS S. KEY and  
ELIZABETH M. KEY

Defendants

Equity No. 6718

REC'D  
AUG 21 1981  
COURT CLERK  
QUEEN ANNE'S COUNTY

REPORT OF SALE

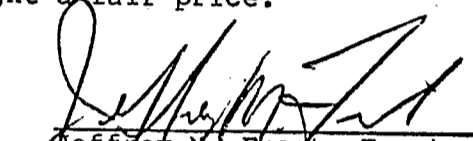
The report of Jeffrey M. Frost and Bernard H. Kanstoroom, Trustees, for the purpose of foreclosure of Deed of Trust from Francis S. Key and Elizabeth M. Key, dated February 9 and February 15, 1973, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 71 at Folio 137, default having occurred under the terms of said Deed of Trust, is as follows:

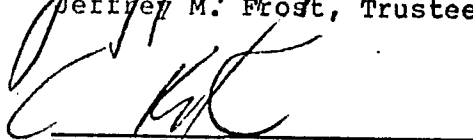
That after having given bond with surety for the faithful performance of their trust as required by law, and after giving due notice of time, place and manner and terms of the sale by advertisement inserted in the Queen Anne's County Sentinel, a newspaper published in Queen Anne's County, Maryland, once a week for three (3) successive weeks before the date of sale, and having complied with all other duties as required by law and said Deed of Trust, Jeffrey M. Frost, Esq., on behalf of the Trustees, did, pursuant to said advertisement, attend the sale on the premises, Broadwater Farm, Maryland, on Tuesday, August 18, 1981, at Three o'clock p.m., and then and there did proceed to sell the property mentioned in said advertisement, as conveyed by said Deed of Trust, and sold the

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Property for Two Hundred and Fifteen Thousand and No/100  
Dollars (\$215,000.00), subject to a first trust of \$192,488.17.

The Trustees further report that the sale was fairly  
made and that the property brought a fair price.

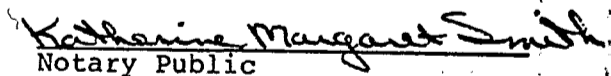
  
\_\_\_\_\_  
Jeffrey M. Frost, Trustee

  
\_\_\_\_\_  
Bernard H. Kanstoroom,  
Trustee

STATE OF Maryland :  
                                  : ss  
COUNTY OF Montgomery

Jeffrey M. Frost and Bernard H. Kanstoroom, being each  
severally sworn each for himself on his oath, say that they are  
the Trustees mentioned in the above Report of Sale who have  
subscribed their signatures thereto, and that the matters and  
facts therein stated are true to the best of their own knowl-  
edge, except as to matters specifically stated therein upon  
information and belief, and as to those matters they believe  
them to be true.

Subscribed and sworn to before me, this 27<sup>th</sup> day  
of August, 1981.

  
\_\_\_\_\_  
Katherine Margaret Smith  
Notary Public

My Commission Expires: 7/1/82



(Notarial Seal)

-2-

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LIBER 15 PAGE 411

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY COUNTY, MARYLAND  
Sitting as a Court of Equity

JEFFREY M. FROST and  
BERNARD H. KANSTOROOM

Plaintiffs

vs.

FRANCIS S. KEY and  
ELIZABETH M. KEY

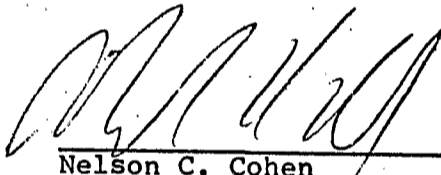
Defendants

Equity No. 6718.

011 AUG 31 11:10 31

AFFIDAVIT PURSUANT TO RULE W74(a) (2) (b)

Nelson C. Cohen, being duly sworn under oath, deposes and says that he is the attorney for the Trustees and that he mailed by certified mail, return receipt requested, a notice of the time, place and terms of sale to the Mortgagors at the Mortgagors' last-known address on August 7, 1981, which date was not earlier than twenty days and not later than five days before the date of sale.



Nelson C. Cohen

STATE OF *Maryland* :  
                                  :SS  
COUNTY OF *Montgomery* :

Subscribed and sworn to before me, this 27<sup>th</sup> day  
of August, 1981.

*Katherine Margaret Smith*  
Notary Public

My Commission Expires: 7/1/82

(Notarial Seal)



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**CONTRACT OF SALE  
AT PUBLIC AUCTION**

Property Broadwater Farm containing 101.80 acres more or less, Coxes Neck State Rd. & Coxes Creek, Kent Island, Chester, Queen Anne's Co

The undersigned purchaser(s) hereby acknowledges that I (or We) have this day purchased the property described in the within advertisement, subject to the conditions stated therein, at the price of

\$215,000 <sup>sub to 1st hand of</sup> 192,488.17 <sup>plus add'l</sup>

And have paid to MICHAEL FOX AUCTIONEERS, INC. the sum of

\$25,000.00

by way of deposit and earnest money, and I (or We) agree to complete the purchase in accordance with said conditions.

This Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written.

Time shall be of essence of this Agreement.

As witness my hand this 18<sup>th</sup> day

of August 1981

Roberto Garcia (SEAL)

X. [Signature] (SEAL)

8708 Inwood Rd.

Balto, Md. 21207

922-2842

I acknowledge receipt of deposit:

[Signature]

AUCTIONEER

The above offer is accepted subject to the conditions of sale in said advertisement, and I (or We) agree to deliver title as therein stated as necessary to complete the sale, subject to the conditions herein set forth.

[Signature] (SEAL)

SELLER OR AUTHORIZED AGENT

(191)

Equity No. 6718

**COPY OF ADVERTISEMENT**

Nelson C. Cohen, Attorney  
Levitan, Ezrin, Cramer,  
West & Weinstein, Attorneys  
1400 Barlow Building  
5454 Wisconsin Avenue  
Chevy Chase, Maryland 20015

**Substitute Trustees'  
Sale  
Valuable Fee  
Simple Property**

Containing 101.80 Acres more or less  
Including

1,000 Ft. more or less Frontage On Coxes Creek.  
Improved By A Frame Dwelling, 8 Outbuildings,  
And A Waterfront Residence With Dock  
Known As

Broadwater Farm  
Coxes Neck State Road & Coxes Creek  
Kent Island, Chester, Maryland

(To be sold at the risk and expense of the defaulting purchaser William E. Tucker, agent for Broadwater Enterprises)

Under and by virtue of the power of sale contained in a certain Deed of Trust from Francis S. Key and Elizabeth M. Key, his wife to the Trustees named therein dated February 9, 1973 and February 15, 1973 and recorded among the Land Records of Queen Anne's County in Liber 71 at Folio 137, the holder of the indebtedness secured by said Deed of Trust having appointed Jeffrey M. Frost and Bernard H. Kanstoroom, Substitute Trustees 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 Substitute Trustees will offer for

Sale On The Premises On

**Tues., Aug. 18, 1981**

At 3:00 P.M.

ALL that lot of ground situate in the Fourth Election District of Queen Anne's County, in the State of Maryland, surveyed by J.B. Metcalfe, Registered Land Surveyor, of the State of Maryland, No. 667, in September, 1950, and described as follows, that is to say: BEGINNING for the same at a 6 inch x 6 inch concrete monument set at the point of intersection of the Westerly line of the Coxes Neck State Road (50 feet wide), and the Southerly line of the 33 foot wide strip conveyed to the States Roads Commission by Harry T. Norman in a deed dated March 27, 1942, and recorded among the Land Records of said County in Liber A.S.G., Jr. No. 6 folio 14; and running (1) thence by and with the Southerly line of the above mentioned thirty-three (33) foot wide strip of land, South 52 degrees 22 minutes West, 1226.20 feet to a 6 inch x 6 inch concrete monument; (2) thence continued by and with the said strip of land, North 29 degrees 20 minutes West, 33.00 feet to a point on the Southerly line of road which is a way to these and other lands; (3) thence by and with the line of the said way, South 57 degrees 18 minutes West, 1455.00 feet to an iron hub that marks the Southeastly corner of the William Denny land; (4) thence by and with the said Denny lands, South 56 degrees 42 minutes West, 1118.50 feet to a 6 inch x 6 inch concrete monument; thence continuing the same course 25.00 feet, more or less (total distance 1143.50 feet) to the mean high water line of Coxes Creek; (5) thence by and with the mean high water line of the said Creek in a Southerly direction to the line of lands of Charles N. Smith, Jr.; (6) thence by and with the said Smith lands, North 65 degrees 35 minutes East, 25.00 feet, more or less, to a 6 inch x 6 inch concrete monument (NOTE: Course and distance between the concrete monument mentioned in Paragraph "4" and the concrete monument mentioned above in Paragraph "6" is South 16 degrees 35 minutes East, 1976.10 feet to a 6 inch x 6 inch concrete monument; thence continuing by and with the said Smith lands the two following courses and distances: North 50 degrees 46 minutes East, 229.20 feet to a marked white oak tree, North 39 degrees 14 minutes East, 349.20 feet to a 6 inch x 6 inch concrete monument set on the line of lands of one Alexander Brown. NOTE: The division line along the Smith lands conforms with the division line as set forth in a deed from Elizabeth L. Rapp to Charles W. Smith, Jr. recorded in Liber A.S.G., Jr. No. 12, folio 110, a land record book of Queen Anne's County; (7) thence by and with the said Brown lands and also the lands of Herman Palmer the two following courses and distances: North 07 degrees 28 minutes East, 421.60 feet to a 6 inch x 6 inch concrete monument; South 83 degrees 00 minutes East, 198.30 feet to Westerly line of the aforementioned Coxes Neck State Road. NOTE: A 6 inch x 6 inch concrete monument is set on the last mentioned line, 8.30 feet from the edge of the State Road; (8) thence by and with the line of said State Road, North 11 degrees 14 minutes East, 1732.10 feet to the point of beginning; CONTAINING 101.80 Acres of land, more or less.

The property is improved by a frame dwelling with eight farm outbuildings, and a

waterfront residence containing living room with stone fireplace, modern kitchen, three bedrooms and three baths, large open porch, stone patio, forced hot air heat and central air conditioning. Outbuildings near this dwelling are a garage, carport, kennel, storage building and small beach house. Also improved by a 20' x 40' swimming pool, 5' x 370' dock with a water depth of five feet at mean low tide. In fee simple.

The above described property will be sold in "as is" condition and without warranty as to the accuracy of the information furnished to and/or by the Substitute Trustees.

The property will be sold subject to a prior Deed of Trust the exact amount of which will be announced at the time and place of sale.

Terms of sale: A deposit of twenty-five thousand dollars (\$25,000.00) will be required at the time of sale, which deposit shall be in the form of cash, certified or bank cashier's check, or in such form as the Substitute Trustees may in their sole discretion determine. The balance is payable in cash with interest at the rate of the Deed of Trust from date of sale to date of settlement.

Settlement of the sale will take place at the office of the Substitute Trustees or other mutually agreed upon place fifteen (15) days following court ratification of the sale. Conveyance shall be by the Trustees Deed without covenant or warranty, express or implied. Time is of the essence.

Any and all state, county and town taxes, front foot benefit charges, and any assessments or levies will be adjusted as of date of sale and assumed thereafter by the purchaser. All costs incident to settlement, including, without thereby limiting, recordation costs and taxes, state and county transfer taxes, state revenue stamps and settlement fees, will be at the cost of the purchaser.

Compliance with the terms of sale shall be made within the time aforesaid or deposit shall be forfeited and the property resold at the risk and costs of the defaulting purchaser.

Jeffrey M. Frost,  
Bernard H. Kanstoroom,  
Substitute Trustees

Michael Fox Auctioneers, Inc.  
Suite 1915 Charles Center South  
36 South Charles Street  
Baltimore, Maryland 21201  
(301) 332-1333

RO-7-29-3t-035

Equity No. 6718

AUCTIONEER'S AFFIDAVIT

IN THE MATTER OF: Broadwater Farm, Coxes Neck State Road  
and Coxes Creek

STATE OF MARYLAND: SS:  
County of Queen Anne's :

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly anything of value to anyone for aiding or employing us to make the sale for which the annexed bill or statement was rendered, and that no payment has been made by us, or will be made by us in connection with such sale, except those set forth in detail in our said bill or statement.

1981 AUG 31 AM 10:31  
BALTIMORE COUNTY

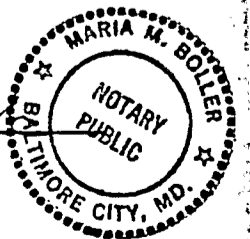
MICHAEL FOX AUCTIONEERS, INC.

By Gilbert A. Schwartzman  
Gilbert A. Schwartzman,  
Auctioneer

Subscribed and sworn to before me, a Notary Public  
in and for the City of Baltimore, by  
Gilbert A. Schwartzman, this 20th day of  
August, 1981.

(192)

Maria M. Boller  
Notary Public  
Maria M. Boller



# Michael Fox Auctioneers, inc.

Executive Offices • Suite 1915 • Charles Center South  
36 South Charles Street • Baltimore, Maryland 21201

### REPORT OF SALE

PROPERTY: Broadwater Farm, Coxes Neck State Road and Coxes Creek, Kent Island, Chester, Maryland.....

BUYER(S): Roberto Garcia.....

ADDRESS: 8708 Inwood Road  
Baltimore, Maryland 21207.....

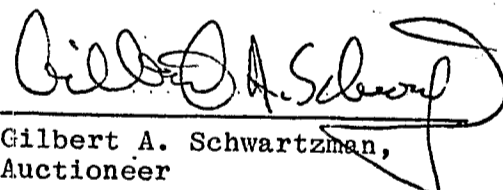
PHONE: (301) 922-2842.....

AMOUNT OF SALE: \$215,000.00 (Subject to first Deed of Trust of \$192,488.17 plus per diem.)

DEPOSIT: \$25,000.00.....

DATE OF SALE: Tuesday, August 18, 1981.....

Respectfully submitted,  
MICHAEL FOX AUCTIONEERS, INC.

By:   
Gilbert A. Schwartzman,  
Auctioneer

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Equity No. 6718

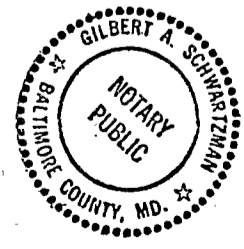
PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, County of Queen Anne :

I HEREBY CERTIFY, that on this 18th day of August, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for County of Baltimore, personally appeared Roberto Garcia, purchaser at the Substitute Trustee sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal/~~agent~~ \_\_\_\_\_, and that he has not directly or indirectly discouraged anyone from bidding for the said Real property mentioned in the Report of Sale.

Roberto Garcia (SEAL)  
PURCHASER  
Gilbert A. Schwartzman  
NOTARY PUBLIC  
Gilbert A. Schwartzman

1981 AUG 31 AM 10:31  
BALTIMORE COUNTY



Centreville, Md. 8-12 19 81

## We Hereby Certify

That the annexed advertisement of  
SUBSTITUTE TRUSTEES'  
was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 18th day of August 19 81.  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 29th day of  
July 19 81, and the last  
insertion on the 12th day of  
August 19 81.

Publishers, Record Observer

Per Margie Suman

CLIP

1981 AUG 31 AM 10: 24

QUEEN ANNE'S COUNTY

Nelson C. [redacted] Attorney  
Levitan, Ezrin, Cramer,  
West & Weinstein, Attorneys  
1400 Barlow Building  
5454 Wisconsin Avenue  
Chevy Chase, Maryland 20015

## Substitute Trustees' Sale Valuable Fee Simple Property

Containing 101.80 Acres more or less  
Including

1,000 Ft. more or less Frontage On Coxes Creek.  
Improved By A Frame Dwelling, 8 Outbuildings,  
And A Waterfront Residence With Dock  
Known As  
Broadwater Farm

Coxes Neck State Road & Coxes Creek  
Kent Island, Chester, Maryland

(To be sold at the risk and expense of the defaulting pur-  
chaser William E. Tucker, agent for Broadwater Enterprises)

Under and by virtue of the power of sale contained in a certain Deed of Trust from Francis S. Key and Elizabeth M. Key, his wife to the Trustees named therein dated February 9, 1973 and February 15, 1973 and recorded among the Land Records of Queen Anne's County in Liber 71 at Folio 137, the holder of the indebtedness secured by said Deed of Trust having appointed Jeffrey M. Frost and Bernard H. Kenstoroom, Substitute Trustees 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 Substitute Trustees will offer for

Sale On The Premises On

**Tues., Aug. 18, 1981**

At 3:00 P.M.

ALL that lot of ground situate in the Fourth Election District of Queen Anne's County, in the State of Maryland, surveyed by J.B. Metcelfa, Registered Land Surveyor, of the State of Maryland, No. 667, in September, 1950, and described as follows, that is to say: BEGINNING for the same at a 6 inch x 6 inch concrete monument set at the point of intersection of the Westerly line of the Coxes Neck State Road (50 feet wide), and the Southerly line of the 33 foot wide strip conveyed to the States Roads Commission by Harry T. Norman in a deed dated March 27, 1942, and recorded among the Land Records of said County in Liber A.S.G., Jr. No. 6 folio 14; end running (1) thence by and with the Southerly line of the above mentioned thirty-three (33) foot wide strip of land, South 52 degrees 22 minutes West, 1226.20 feet to a 6 inch x 6 inch concrete monument; (2) thence continued by and with the said strip of land, North 29 degrees 20 minutes West, 33.00 feet to a point on the Southerly line of road which is a way to these end other lands; (3) thence by and with the line of the said way, South 57 degrees 18 minutes West, 1455.00 feet to an iron hub that marks the Southeastly corner of the William Denny land; (4) thence by and with the said Denny lands, South 56 degrees 42 minutes West, 1118.50 feet to a 6 inch x 6 inch concrete monument; thence continuing the same course 25.00 feet, more or less (total distance 1143.50 feet) to the mean high water line of Coxes Creek; (5) thence by and with the mean high water line of the said Creek in a Southerly direction to the line of lands of Charles N. Smith, Jr.; (6) thence by and with the said Smith lands, North 65 degrees 35 minutes East, 25.00 feet, more or less, to a 6 inch x 6 inch concrete monument (NOTE: Course and distance between the concrete monument mentioned in Paragraph "4" and the concrete monument mentioned above in Paragraph "6" is South 16 degrees 35 minutes East, 1976.10 feet to a 6 inch x 6 inch concrete monument; thence continuing by and with the said Smith lands the two following courses and distances: North 50 degrees 46 minutes East, 229.20 feet to a marked white oak tree, North 39 degrees 14 minutes East, 349.20 feet to a 6 inch x 6 inch concrete monument set on the line of lands of one Alexander Brown. NOTE: The division line along the Smith lands conforms with the division line as set forth in the deed from Elizabeth L. Rapp to Charles W. Smith, Jr. recorded in Liber A.S.G., Jr. No. 12, folio 110, a land record book of Queen Anne's County; (7) thence by and with the said Brown lands and also the lands of Herman Palmer the two following courses and distances: North 07 degrees 28 minutes East, 421.60 feet to a 6 inch x 6 inch concrete monument; South 83 degrees 00 minutes East, 198.30 feet to Westerly line of the aforementioned Coxes Neck State Road. NOTE: A 6 inch x 6 inch concrete monument is set on the last mentioned line, 8.30 feet from the edge of the State Road; (8) thence by and with the line of said State Road, North 11 degrees 14 minutes East, 1732.10 feet to the point of beginning; CONTAINING 101.80 Acres of land, more or less.

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The above described property will be sold in "as is" condition and without warranties to the accuracy of the information furnished to and/or by the Substitute Trustees.

The property will be sold subject to a prior Deed of Trust the exact amount of which will be announced at the time and place of sale.

Terms of sale: A deposit of twenty-five thousand dollars (\$25,000.00) will be required at the time of sale, which deposit shall be in the form of cash, certified or bank cashier's check, or in such form as the Substitute Trustees may in their sole discretion determine. The balance is payable in cash with interest at the rate of the Deed of Trust from date of sale to date of settlement.

Settlement of the sale will take place at the office of the Substitute Trustees or

other mutually agreed upon place fifteen (15) days following court ratification of the sale. Conveyance shall be by the Trustees Deed without covenant or warranty, express or implied. Time is of the essence.

Any and all state, county and town taxes, front foot benefit charges, and any assessments or levies will be adjusted as of date of sale and assumed thereafter by the purchaser. All costs incident to settlement, including, without thereby limiting, recordation costs and taxes, state and county transfer taxes, state revenue stamps and settlement fees, will be at the cost of the purchaser.

Compliance with the terms of sale shall be made within the time aforesaid or deposit shall be forfeited and the property resold at the risk and costs of the defaulting purchaser.

Jeffrey M. Frost,  
Bernard H. Kanstoroom,  
Substitute Trustees

Michael Fox Auctioneers, Inc.  
Suite 1915 Charles Center South  
36 South Charles Street  
Baltimore, Maryland 21201  
(301) 332-1333

RO-7-29-31-035

ORDER NISI ON SALE

JEFFREY M. FROST AND  
BERNARD H. KANSTOROOM Plaintiffs

vs.

FRANCIS S. KEY AND  
ELIZABETH M. KEY Defendants

In the Circuit Court  
for Queen Anne's County

In Equity

Cause No. 6718

ORDERED, this 31st day of August, 1981, that the sale of the real property, made and reported in this cause by Jeffrey M. Frost and Bernard H. Kanstoroom, Trustees, be ratified and confirmed, on or after the 1st 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 24th day of September, 1981.

The report states the amount of sales to be \$ 215,000.00 subject to a first trust of \$192,488.17.

*Marguerite H. Markin* Clerk

Filed August 31, 1981

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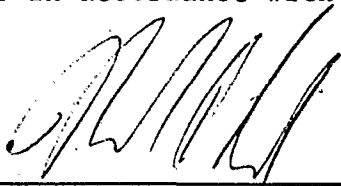


4. Said auctioneers' efforts included making an informal appraisal; the preparation and insertion of advertising in the Washington Post; the posting of said property with five employees to assist in excess of fifty prospective purchasers on the date of sale; providing necessary affidavits for purchaser's signature; the conduct of the sale; the collection of deposit monies in connection with the sale; and the providing of information to numerous prospective purchasers including escorting prospective purchasers around the property prior to the sale.

5. That by virtue of the excellent services rendered to this case and the authority of this Honorable Court, your petitioner respectfully suggests that said auctioneering firm be allowed reasonable commissions as are customary and allowable in similar trustee foreclosure sales in accordance with the rules of the United States Bankruptcy Court for the District of Maryland, as follows:

0 - \$1,000	5% = \$ 50.00
\$1,000 - \$5,000	4% = 160.00
\$5,000 - \$10,000	3% = 150.00
\$10,000 - \$30,000	2 1/2% = 500.00
\$30,000 - \$215,000	2% = 3,700.00
Total	\$4,560.00

WHEREFORE, your petitioner respectfully prays that this Honorable Court enter an order in accordance with the aforesaid.

  
 Nelson C. Cohen  
 Attorney for Trustees  
 5454 Wisconsin Avenue  
 Suite 1400  
 Chevy Chase, Maryland 20015  
 (301) 951-1530



JEFFREY M. FROST, Sub. Tr., et al \* IN THE  
 vs. \* CIRCUIT COURT OF MARYLAND  
 FRANCIS S. KEY, et al \* FOR  
 \* QUEEN ANNE'S COUNTY  
 \* EQUITY NO. 6718  
 \*

\* \* \* \* \*

JUDGMENT CREDITOR'S CLAIM

Now comes William E. Heim, by his attorney, Mareen L. Duvall, Jr., and states:

1. That the above proceeding is a foreclosure proceeding.
2. That William D. Heim obtained a judgment against William E. Tucker and Claudia H. Tucker in the amount of \$12,207.18 on April 9, 1980 in the Circuit Court of Maryland for Queen Anne's County, a copy of the judgment is attached.
3. That William D. Heim believes there will be an excess available from the sale in this matter.

WHEREFORE, William D. Heim requests that his claim against the judgment debtors, William H. Tucker and Claudia H. Tucker, in the amount of \$12,207.18 be paid from any excess in the above proceeding remaining when the mortgage has been paid and the costs of the proceeding paid.

DIETZ, EBERSBERGER & DUVALL CHARTERED

*Mareen L. Duvall, Jr.*

Mareen L. Duvall, Jr.  
 59 Franklin Street  
 Annapolis, Maryland 21401  
 268-8600

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JEFFREY M. FROST, Sub. Tr., et al     \*     IN THE  
vs.                                             \*     CIRCUIT COURT OF MARYLAND  
FRANCIS S. KEY, et al                     \*     FOR  
                                              \*     QUEEN ANNE'S COUNTY  
                                              \*     EQUITY NO. 6718  
                                              \*

\* \* \* \* \*

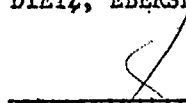
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DIETZ, EBERSBERGER & DUVALL CHARTERED

  
Mareen L. Duvall, Jr.  
59 Franklin Street  
Annapolis, Maryland 21401  
268-8600

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DR. MARIO VAHOS, et ux : IN THE CIRCUIT COURT  
 vs. :  
 : FOR QUEEN ANNE'S COUNTY  
 WILLIAM D. HEIM :  
 WILLIAM E. TUCKER, and :  
 CLAUDIA H. TUCKER : EQUITY NO. 6043

MEMORANDUM OF REASONS FOR DECISION AND ORDER  
 AS TO LEGAL ACCOUNTING BETWEEN PARTIES

Our Memorandum and Order filed January 15, 1980 explaining some of the pertinent background of this proceeding pending since September 19, 1977, will not be repeated here and is incorporated by reference herein. For reasons stated therein, we directed that further proceedings herein would be the same "as in a court of equity upon a bill for an account" as provided in Maryland Rule 525. Further that all the parties should file petitions setting forth their respective contentions together with proof of their claims with respect to payments or expenditures made on the two farm mortgages, taxes and property insurance, or otherwise. A final all-day evidentiary hearing was held on February 22, 1980, at which all parties and attorneys were present, as well as the Special Court Auditor and the Certified Public Accountant employed by the Circuit Court Auditor-with the Court's approval. We requested the attorneys to furnish briefs as to their respective contentions. We also directed the Special Court Auditor and his Certified Public Accountant to prepare a complete accounting of the financial matters in issue-in accordance with our rulings-which they have done.

From the evidence, exhibits, pleadings and admitted facts at this and prior hearings the following pertinent facts appear:

On February 27, 1976, Francis S. Key and wife conveyed in fee simple the 101.8 acre "Broadwater Farm" in Queen Anne's County, Maryland, as follows: to William E. Tucker and Claudia A. Tucker, his wife (as

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tenants by the entireties) 53%, to Mario Vahos 23 $\frac{1}{2}$ %, and to William D. Heim (the brother of Claudia H. Tucker) 23 $\frac{1}{2}$ %, subject to a \$25,000 deed of trust. The parties gave a first mortgage and note to the Equitable Trust Company for \$200,000 for part of the purchase price. By agreement the \$25,000 deed of trust became subordinated to the Equitable Trust Company first mortgage. It is sometimes hereafter referred to as the Gudelski mortgage. The purchase price of the farm was \$325,000.

William E. Tucker and Claudia H. Tucker moved from Baltimore and took possession of the farm in July 1976 and occupied the residence together with their two minor children now 16 and 17 years of age. Mr. Tucker continued with his physical therapy and other businesses in Baltimore and Anne Arundel County. Soon thereafter the Tuckers became estranged and separated permanently on or about December 2, 1976. Mrs. Tucker and her two children have continued to occupy the farm ever since. The Tuckers did not pay their 53% share of the monthly mortgage payments after June 26, 1977, and Dr. Vahos and William D. Heim were forced to do so for approximately seventeen months. Dr. Vahos is a 51 year old plastic surgeon with offices in Baltimore, Howard County, and Anne Arundel County. Dr. Vahos contacted Mrs. Tucker about making the Tucker's share of the mortgage payments. Mrs. Tucker testified that she felt Dr. Vahos had sided with Mr. Tucker in their marital dispute and this resulted in disagreement between them. Dr. Vahos, Mr. Tucker and Mr. Heim were equal partners in a "Marmaduke's Partnership" which owned or operated a popular tavern establishment in Eastport, Anne Arundel County, now owned solely by Mr. Heim. Six checks drawn on the "Marmaduke's Partnership" checking account (totaling about \$11,000) were introduced as exhibits and stated to be payments made on the Broadwater Farm mortgage in 1976 and 1977. Dr. Vahos testified that he sold out his interest in the Marmaduke Partnership to Mr. Heim in January 1978. Mr. and Mrs. Tucker conveyed

*JH*

his (or their) interest to Mr. Heim the next month.

In her brief filed on March 21, 1980, Mrs. Tucker's attorney for the first time claimed that "Marmaduke Partnership" was actually "Marmaduke's Publishing, Inc.", a corporation, and that in 1973 she owned 200 shares of stock in it. Attached to her brief is a photocopy of a stock certificate for 200 shares in the name of "Marmaduke Publishing, Inc." a Maryland corporation dated January 29, 1973 issued to Mr. and Mrs. Tucker, as tenants by the entireties. An assignment on the back shows it was assigned on February 14, 1978, from Mr. and Mrs. Tucker to William D. Heim. The brief states that she is thus entitled to credit for any profits of this corporation used to pay the farm mortgages. No evidence was offered in this regard to the Court, to the Special Court Auditor, or in any pleading. There is no proffer of proof of this by Mrs. Tucker, or a request to reopen the hearing and to take testimony thereon, only the unsupported statement in her recent brief.\* The Special Court Auditor has learned from the Maryland Department of Assessments and Taxation that there is no corporation listing for a Marmaduke Publishing, Inc. There is a listing for Marmaduke, Inc. since November 20, 1972. William E. Heim is stated to be the principal therein and his attorney is the resident agent.

The testimony further shows that Mr. and Mrs. Tucker were finally divorced in the Circuit Court for Baltimore County on August 1, 1979. We were advised by the attorneys that she has a marital property dispute with Mr. Tucker set for hearing in the Baltimore County Circuit Court on April 22, 1980. Her attorney has requested in her recent brief that this Queen Anne's County proceedings be stayed until the Baltimore County property dispute case has been heard and decided. We cannot understand the reason for this request and have refused to do so. It is clear from the pleadings and the hearings before us that she has been resisting

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\*(It is customary in many Maryland counties for taverns to hold their liquor licenses in a corporate name for liability purposes and to operate the business as a partnership or individual).

resolution of this proceedings ever since its inception in 1977. Since we are the trial Judge, we also take judicial notice that Mrs. Tucker has pending a large damage suit for alleged trespass (on the Broadwater Farm) against Dr. Vahos set for jury trial in the Circuit Court for Queen Anne's County on June 26 and 27, 1980. In March 1978, she pressed a criminal trespass case against Dr. Vahos and a process server in the District and Circuit Courts for Queen Anne's County, which apparently was for the same alleged trespass as her present civil damage suit. Dr. Vahos was found guilty and the process server found not guilty.

During the period in which the mortgage payments were not being paid by the Tuckers (after June 26, 1977), and Dr. Vahos and Mr. Heim were paying them from the profits of the Marmaduke Partnership and their own funds, the record shows that Dr. Vahos in 1977 submitted to Mrs. Tucker three offers from third persons to purchase the Broadwater Farm, one for \$360,000, one for \$400,00 (less 10% real estate commissions), and another for \$420,000 (less 10% real estate commission), all of which she refused. Mrs. Tucker testified that she and her brother offered to buy out Dr. Vahos share in the farm but he refused. The amount she and her brother offered him and the time it occurred was not stated.

After not being able to reach any accommodation with Mrs. Tucker, on September 16, 1977, Dr. Vahos and his wife filed the original Petition in this Court for the sale of the Broadwater farm real estate in lieu of partition-against their co-owners William D. Heim, and his sister Claudia H. Tucker, and her husband William E. Tucker.

After much legal skirmishing, a change of attorneys for some of the parties, and other lengthy delays, an amended Petition for the sale of this farm was filed by Dr. Vahos and wife on October 16, 1978. The matter came on for a hearing on January 16, 1979 before the late Circuit Judge J. Albert Roney, Jr. who was especially assigned. A transcript of

a hearing before Judge Roney (in chambers) shows that counsel for Dr. Vahos and Mrs. Tucker told him they had reached a settlement. They advised him the terms of the settlement generally which are substantially as set forth in his Order of February 6, 1979. It is to be noted that nothing was stated in this transcript of the hearing in chambers before Judge Roney about a legal accounting or what (if anything) else was being conveyed from Dr. Vahos to Mrs. Tucker, or vice versa. The Order was prepared by Dr. Vahos' counsel and signed by Judge Roney and each of the separate counsel for Dr. Vahos, Mrs. Tucker, and Mr. Heim. Mr. Tucker had never filed any answer to the petitions against him and apparently never had any attorney to represent him until a couple months ago while we were trying to wrap up the legal accounting between the parties.

Judge Roney's Order of February 6, 1979 provided:

1. That Mrs. Tucker should have 30 days (from the date of the Order) to purchase the Vahos 23 $\frac{1}{2}$ % "equitable and legal interest", in this farm for \$64,000.
2. The Vahos were to be totally released or indemnified from all obligation under the \$200,000 Equitable Trust Company mortgage and the \$25,000 Gudulsky deed of trust.
3. Provisions were then made as to what would happen if Mrs. Tucker did not meet her above obligations.
4. The last paragraph which is the subject matter of this litigation provides as follows:

"It is further Ordered, that all co-tenants of the property shall submit to the other co-tenants a legal accounting not later than thirty (30) days from the execution date of this ORDER, and that exceptions to the legal accounting and satisfactions be submitted to the Court within sixty (60) days from the execution date of this ORDER for final determination". (underlining supplied).

During the ensuing thirty days the attorneys for Dr. Vahos and Mrs. Tucker tried to reach a written agreement as to the extent and nature of

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the "legal accounting" to no avail.

When Mrs. Tucker attempted to settle for Dr. Vahos 23½% interest in the farm with his Washington attorney, she ran into difficulty. His attorney would not settle unless she signed another paper which would clarify the meaning and nature of the legal accounting and in effect obligate her to also reimburse Dr. Vahos for the advances by him on the farm mortgage payments and insurance. She refused, and on the last day (the 30th day) after Judge Roney's order, she could not reach her attorney and called Judge Roney. She said he would not discuss the case with her.

Since Judge Roney was then very ill, the matter was referred to Chief Judge George B. Rasin, Jr., of this Circuit. Judge Rasin signed an Order dated March 14, 1979 which was filed that day in this proceedings. The Order recited that it was feasible and practical to complete the buy-sell portion of Judge Roney's Order at this time. Further that it appeared that the Vahos were entitled to receive a \$64,000 certified check from Mrs. Tucker and to also receive her indemnification protecting them from any further liability on the mortgages and legal expenses, and that Mrs. Tucker was entitled to receive a fee simple deed for the Vahos 23½% interest in the farm. Judge Rasin then ordered Mrs. Tucker to deposit with the Clerk of the Circuit Court for Queen Anne's County her certified check and indemnification, and the Vahos were to deposit with the Clerk their fee simple deed to Mrs. Tucker, and the Clerk would then exchange them with the respective parties, all to be done within seven days. Judge Rasin's Order did not state anything about the accounting mentioned in Judge Roney's prior Order. A typed sentence with respect thereto was stricken from his Order by Judge Rasin-which he initialed.

The certified check and indemnification and the deed were exchanged without further incident. The mortgages were not released by the mortgages. The deed was duly recorded. However, it is to be noted that the

grantees of the 23½% interest in the deed from the Vahos were Claudia H. Tucker and (her friend) Barbara Warfield, as joint tenants. Mrs. Tucker testified at our last hearing that she and Mrs. Warfield of Howard County, had previously had other business and financial dealings and interests, and still do. Mrs. Tucker also testified that she was an officer in two other unrelated corporations. She is clearly a mature woman of business and financial experience. She told us that she is now a first year law student.

LEGAL ACCOUNTING

This phase of this case has also exploded into hostile and contradictory versions as to what the legal accounting is all about. No one has disputed the right or jurisdiction of the Court under its general equity powers to adjudicate the matter. The parties have filed herein their petitions and claims for an accounting of moneys expended on payments on the farm mortgages, interest, and other things. Mrs. Tucker admits she herself paid nothing on the mortgage payments, or insurance. Incidentally Mr. Tucker testified that he paid her \$177,000 from the sale price of some other real estate they jointly owned about the time of their separation. Mrs. Tucker testified that he did this because she caught him on a trip to Acapulco with his secretary and half this money was hers anyway.

Mrs. Tucker did submit a long list of repairs, supplies, draperies, labor, and upkeep expenses for the farm residence, but she submitted no vouchers, no cancelled checks or receipts. She also listed some bald estimates totaling \$14,800 for draperies, insurance, taxes, utilities, but not giving dates or any verification thereof whatever. There is no real contention by her or her attorney that she is entitled to reimbursement therefor. At any events we have found that she is not entitled to



contribution from the other co-owners of the farm therefor.

We have ruled in this case that only the mortgage payments (including principal and interest) and the real estate taxes and the fire insurance premiums on the residence and farm buildings are proper subjects for contributions and legal accounting between the co-owners in this case. Certainly the living expenses, upkeep and the unauthorized improvements of the premises occupied by the Tucker family from 1976 until March 14, 1979 (when Mrs. Tucker and Mrs. Warfield purchased the Vahos 23 $\frac{1}{2}$ %) would not be chargeable to the other co-owners. The Tuckers paid no rent to the other co-owners, nor did they receive any income or benefit therefrom. There is no proof that Dr. Vahos or Mr. Heim authorized any of the upkeep, repairs or improvements.

It is also to be noted that no one disputes the claim of Mr. Heim for reimbursement herein.

Our first hearing and meeting with counsel for the parties as to this accounting was held on June 8, 1979. We adjourned the hearing to permit counsel time to try to come to an agreement. This was unsuccessful and a second hearing was held with counsel on June 18, 1979. At that time, when resolution again became difficult, we appointed James W. Yates, Esquire, of the Queen Anne's and Anne Arundel County Bars as a Special Auditor. He employed a Certified Public Accountant to assist him-at our suggestion. He conferred and met with counsel for the parties (except Mr. Tucker who had none) several times, contacted the Equitable Trust Company and others, and on November 7, 1979 filed his report of audit. Although this audit was ratified by the Clerk of Court, we held it is of no legal effect. All parties excepted thereto and Mr. Tucker had never been notified thereof as required by the rules of Court.

We held another hearing on January 14, 1980, at which time Mr. Tucker appeared with local counsel and requested more time to study the

matter and to submit his accounting. For the reasons set forth at length in our Memorandum and Order filed January 15, 1980, we reopened the whole matter of accounting and the submission of proofs of their respective claims. All the parties have submitted petitions and additional matter which was the subject matter of our final hearing on February 22, 1980. Prior to that time and since the attorneys have submitted briefs.

Since the last hearing and at our request, the Special Court Auditor and his Certified Public Accountant have submitted to the Court detailed accounting sheets listing all payments made on the farm mortgage and deed of trust, and fire insurance premiums on the buildings from February 27, 1976 to March 14, 1979. The original of these work sheets and the summary are attached as a part of this Memorandum. We have used the same in making our legal accounting as to these expenditures.

Equitable Trust Mortgage

During the pertinent period of time from February 27, 1976 to March 1, 1979, a total of \$73,664.84 principal and interest was paid on the \$225,000 farm mortgage to Equitable Trust Company. The total payments on this mortgage claimed by Dr. Vahos, Mr. Heim, and Mr. Tucker total \$66,974.24. The sum of \$6,690.60 has never been accounted for. No one submitted any proof or claim as to who paid this amount. The Special Auditor and Certified Public Accountant have been unable to ascertain where it came from. It was assumed in the first accounting by the Special Auditor that this was probably paid from the partnership profits of the Marmaduke Partnership. In the absence of any proof, we have directed the Special Auditor and the Certified Public Accountant not to include it in determining who should receive credit for it in this accounting, nor to require any co-owners to make contribution to any one else therefo-

DR. VAHOS PAYMENTS

Paid from his own funds -----	\$20,563.42	
Paid from his share of profits in Marmaduke Partnership	<u>5,380.75</u>	\$25,944.17

WILLIAM C. HEIM PAYMENTS

Paid from his own funds-----	\$23,513.82	
Paid from his share of profits in Marmaduke Partnership----	<u>5,380.75</u>	\$28,894.57

WILLIAM E. TUCKER PAYMENTS

Paid from his share of profits in Marmaduke Partnership-----	<u>\$12,135.50</u>	<u>\$12,135.50</u>
Total --		\$66,974.24

GUDULSKI SECOND DEED OF TRUST

Dr. Vahos paid the only payment made \$ 2,296.69

FIRE INSURANCE ON FARM RESIDENCE AND BUILDING

William E. Tucker made the only payment-\$1,739.25

(See letter of Janes W. Yates, Special Auditor,  
to the Court dated April 3, 1980)

PROPORTIONATE LIABILITY OR CREDIT OF CO-OWNERS

Dr. Vahos

Since Dr. Vahos owned 23½% of the farm, he was responsible for 23½% of the payments on the mortgage, deed of trust, and fire insurance. The summary of the audit by the Special Auditor and the Certified Public Accountant shows he over paid his 23½% (a) of the bank mortgage payments by \$10,205.22, (b) of the Gudulski second mortgage by \$1,756.97, and (c) he paid nothing on the fire insurance and his share thereof would be \$408.72. Therefore, he is owed a total of \$11,553.47.

William D. Heim

Since Mr. Heim owned 23½% of the farm, he was responsible for 23½% of the payments made on the mortgage, deed of trust, and fire insurance. The summary of the audit by the Special Court Auditor and Certified Public

Accountant shows he overpaid his 23½% share (a) of the bank mortgage by \$13,155.62, (b) he paid nothing on the Gudulski second mortgage, and his share thereof would be \$539.72, and (c) he paid nothing on the fire insurance and his share thereof would be \$408.72. Therefore he is owed a total of \$12,207.18.

William E. Tucker and Wife

Since Mr. and Mrs. Tucker owned 53% of the farm, they were responsible for 53% of the payments on the mortgage, deed of trust, and fire insurance. The summary of the audit by the Special Court Auditor and Certified Public Account shows that Mr. Tucker underpaid he and his wife's 53% share of the bank payments by a total of \$35,496.34 (\$17,748.17 for each). They paid nothing on the Gudulski second mortgage and their total share would be \$1,217.25. (\$608.62½ for each). Mr. Tucker paid the fire insurance on the buildings in the amount of \$1,739.25. The Tuckers share would be \$921.81. Therefore the Tuckers have overpaid their share of the fire insurance by \$1,278.35.

William E. Tucker owes to Dr. Vahos-----	\$11,553.47
The Tuckers owe to William D. Heim-----	<u>12,207.18</u>
Total-----	\$23,760.65

COURT'S DECISION

Since Mr. and Mrs. Tucker were married during the entire period covered by the accounting (up to March 5, 1979), the date of the Vahos deed to Mrs. Tucker and Barbara Warfield, we have given Mrs. Tucker equal credit with Mr. Tucker for all payments made by her husband during that period. Payments which are made by one spouse on joint husband and wife obligations during their marriage are deemed to be gifts to the other in the absence of fraud or undue influence. Lingo v. Lingo, 267 Md. 707, 710, 711 (1973). Courts will not inquire into contributions or attempt an apportionment, Gunter v. Gunter, 187 Md. 228, 231 (1946).

The Maryland Courts have held that there will be no contribution or liability as between tenants by the entireties (husband and wife) for payments made by one of them on mortgages, taxes, insurance, and repairs (in a case such as this) except for payments made after they were divorced. *Di Tommasi v. DiTommasi*, 27 Md. App. 241, 255-259 (1975) and the cases cited therein.

No one has filed a claim herein for payment of the real estate taxes on this farm. Mr. Tucker said he paid them. The tax bills or receipts have not even been introduced in evidence. Therefore, we have not considered them in this accounting. It may have been the understanding between the co-owners that the Tuckers would pay the farm real estate taxes in lieu of and to offset their free use of the 23 1/2% interest of Dr. Vahos and the 23 1/2% interest of Mr. Heim in the farm. However, there was no testimony as to this-so we do not adjudicate this matter.

INTERPRETATION OF COURT'S ORDER AS TO LEGAL ACCOUNTING

As we have previously stated, the real issue in this case is what did Judge Roney's Order mean and (if it is not clear) what did Dr. Vahos, Mrs. Tucker, and Mr. Heim intend when it was provided in his Order of February 6, 1979:

"It is further Ordered that all co-tenants of the property shall submit to the other co-tenants a legal accounting not later than thirty (30) days from the execution date of this Order---".

We believe it meant that the parties should submit their claims for repayment of any advances and contributions they had made on the farm property mortgages, taxes, insurance, and other claimed expenditures up to that time. Tenants in common have a right to reimbursement and contribution for encumbrances paid by them for the benefit of the other co-tenants. Colburn v. Colburn, 265 Md. 468, 475 (1972); Pino v. Clay, 251 Md 454, 457 (1968); Hogan v. McMahan, 115 Md. 195 (1911). Lingo v. Lingo, supra

In the subject case, Mr. Tucker has . . . . .

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withdrawn his claims for roof repairs and other upkeep and expenditures on the premises while occupied by he and/or his family. We have heretofore ruled that repairs, upkeep, and minor improvements made by the Tuckers were not assented to or intended by the other co-owners to be reimbursable. There is no evidence contrary to this effect.

We do not believe that Judge Roney's Order intended to adjudicate that Dr. Vahos waived (or did not waive) any of his rights to claim contribution against his co-tenants. Likewise, we do not believe the Order intended to decide whether Dr. Vahos transferred (or did not transfer) to Mrs. Tucker any of his rights by subrogation, for contribution from his co-tenants, i.e. the Tuckers and Mr. Heim.

We are convinced that there was not a meeting of the minds of Mrs. Tucker and Dr. Vahos, or their respective attorneys. We believe that Mrs. Tucker intended to buy the 23½% interest of Dr. Vahos and his wife in this farm—both legal and equitable. That is what the Order states. The legal interest was the Vahos undivided fee simple 23½% ownership interest in the real estate. The equitable interest was anything else the Vahos owned by reason of their legal interest in the farm. It is to be especially noted that in two critical places in Judge Roney's Order, the words "equitable and legal interest" were typed in over the crossed-out word "equitable interest". Those two places were the first (and principal) part of the Court's Order, providing that Mrs. Tucker should have 30 days to purchase the Vahos legal and equitable interest in the farm for \$64,000. The second place was in a section on Page 2 which provided an alternative method for Mrs. Tucker to purchase the Vahos 23½% interest in the event she failed to purchase and settle for the Vahos share of the property within 30 days for \$64,000.

For several weeks after Judge Roney's Order the attorneys for each

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side conferred, haggled, wrote letters to each other, and submitted proposed written agreements which would clarify the meaning of what was intended by the words "legal accounting".

We are not convinced that any of this committed either one of their respect<sup>ive</sup> clients to any definition or understanding. Mrs. Tucker was most adamant and convincing in her testimony that \$64,000 was all she was ever to pay to Dr. Vahos for anything connected with his 23½% interest in the farm. Dr. Vahos' attorneys were equally as adamant that this is not what they intended.

Since we have found that there was no meeting of the minds as to the party's intent in approving Judge Roney's Order, we find that there was no agreement between them. Since it<sup>is</sup> impractical to vitiate the Order and return the parties to their former positions of ownership (and neither side has requested this), we will determine the matter by a construction of the Order on legal and equitable principles.

We find that all of the legal and equitable interests of the Vahos were intended to be conveyed to Mrs. Tucker by the Order of Judge Roney. However, the deed itself conveyed only the Vahos 23½% legal interest to Mrs. Tucker and her joint tenant. We construe the words used in this Order to mean that Dr. Vahos did not retain any equitable rights against Mrs. Tucker for contribution on account of advances or payments made by Dr. Vahos on the farm mortgages or anything else.

On the other hand, we hold that Mrs. Tucker did not receive from Dr. Vahos any of his rights by way of subrogation to claim contribution (for Dr. Vahos' share) against her former husband William E. Tucker. There is<sup>a</sup> significant legal difference between a conveyance of one's legal and equitable interest to another in real property, and one's rights to<sup>a</sup> chose in action against third parties. Subrogation is not a matter of

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absolute right, and to be entitled to subrogation plaintiff's equity should be strong and his case clear. 20 M.L.E., Subrogation. Sec. 1; City v. Blibaum, 280 Md. 652, 660 (1977).

The burden of proving entitlement to subrogation is on the one who seeks to enforce it. Conn. Ins. Co. v. Mangan, 250 Md. 231, 249 (1968). Mrs. Tucker's claim is not strong, clear, nor equitable. She has not met her burden of proving entitlement to it under the Court Order or the Vahos deed to her and her joint tenant Barbara Warfield.

For the reasons stated, we shall file a decree in conformity therewith.

*K. Thomas Freeman*  
\_\_\_\_\_  
JUDGE



DECREE

For the reasons set forth in the foregoing Memorandum, it is this 9<sup>th</sup> day of April, 1980, hereby O R D E R E D, A D J U D G E D, and D E C R E E D by the Circuit Court for Queen Anne's County, in Equity, as follows:

1. The Court Order of Judge J. Albert Roney, Jr., dated February 6, 1979, required Dr. Mario Vahos and Laura Vahos, his wife, to convey to Claudia H. Tucker all their 23 $\frac{1}{2}$ % legal and equitable interest in the subject Broadwater Farm for a consideration of \$64,000.

(a) We construe said equitable interest ordered to be conveyed to include all of Dr. Vahos rights to contribution from Claudia H. Tucker for payments made in excess of his 23 $\frac{1}{2}$ % share of payments on the farm mortgages and fire insurance.

(b) We construe said equitable interest ordered to be conveyed to Claudia H. Tucker not to include by way of subrogation any interest he might have to seek contribution from William D. Heim or William E. Tucker.

2. William E. Tucker owes to Dr. Mario Vahos the sum of \$11,553.47 as a contribution for payments he made in excess of his 23 $\frac{1}{2}$ % share of payments made on the farm mortgages (with credit to William E. Tucker for payments he made on the fire insurance premiums). Dr. Mario Vahos is granted a lien for \$11,553.47 against William E. Tucker's 23 $\frac{1}{2}$ % legal interest in the subject farm.

3. William E. Tucker and Claudia H. Tucker, jointly and severally owe to William D. Heim the sum of \$12,207.18 as a contribution for payments he made in excess of his 23 $\frac{1}{2}$ % share of payments made on the farm mortgages (with credit to William E. Tucker and Claudia H. Tucker for payments William E. Tucker made on the fire insurance premiums). William

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D. Heim is granted a lien for \$12,207.18 against William E. Tucker's and Claudia H. Tucker's respective legal interests in the subject farm.

4. The Court retains continuing jurisdiction over this case in the event supplementary proceedings become advisable or necessary in the future.

5. Court costs shall be assessed one-fourth against Dr. Mario Vahos, one-fourth against William D. Heim, one-fourth against William E. Tucker, and one-fourth against Claudia H. Tucker. The expenses and fees of the Special Court Auditor and the Certified Public Accountant employed by him (with the Court's approval) will be included in the Court costs. The Court Auditor will promptly file a Petition listing his services and expenditures (including the fees of the Certified Public Accountant) and requesting the Court to pass an Order to determine the same. Copies of this Petition will be sent to each of the attorneys of record in this case. A hearing on this Petition will be set and all the attorneys notified thereof-so they may be present and participate if they desire to do so.

R. Thomas Everingham  
JUDGE

219  
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IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY COUNTY, MARYLAND  
Sitting as a Court of Equity

JEFFREY M. FROST and  
BERNARD H. KANSTOROOM

Plaintiffs

vs.

FRANCIS S. KEY and  
ELIZABETH M. KEY

Defendants

Equity No. 6718

ORDER AUTHORIZING COMPENSATION TO AUCTIONEERS

This matter having come before this Court upon the  
Petition of the Trustees, and good cause having been shown, IT  
IS, this 4th day of September 1981.

ORDERED, that the Trustees are hereby authorized to  
pay to the firm of Michael Fox Auctioneers, Inc. as reasonable  
compensation for the conduct of the auction sale in the  
above-captioned matter the following auctioneers' commissions  
as are allowable in similar trustee foreclosure sales in  
accordance with the rules of the United States Bankruptcy Court  
for the District of Maryland, as follows:

0 - \$1,000	5% = \$	50.00
\$1,000 - \$5,000	4% =	160.00
\$5,000 - \$10,000	3% =	150.00
\$10,000 - \$30,000	2 1/2% =	500.00
\$30,000 - \$215,000	2% =	3,700.00

Total

\$4,560.00

*Subject to exceptions being filed to this  
allowance in the audit  
of the proceeds of sale.*

*Clayton C. Carter*  
Judge

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QUEEN ANNE'S COUNTY

229

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY M. FROST \*  
 and \*  
 BERNARD H. KANSTOROOM \*  
 Trustee \* EQUITY NO. 6718  
 v. \*  
 FRANCIS S. KEY \*  
 and \*  
 ELIZABETH M. KEY \*  
 Defendant \*

REGISTERED  
 CLERK'S OFFICE  
 1981 OCT -2 AM 9:36  
 QUEEN ANNE'S COUNTY

\* \* \* \* \*

PETITION FOR PAYMENT OF JUDGMENT CREDITOR FROM MORTGAGE FORECLOSURE SURPLUS

Charles A. Knott, Sr., assignee of Charles A. Knott, Jr., by his attorney Barbara Hull Foster, hereby makes application, in accordance with Maryland Rule W75a, to have the surplus of the proceeds of the sale reported in the above action, after payment to the mortgagees of their claims and expenses, paid over to the said Charles Knott, Sr. in satisfaction of his claim, states as reasons therefore:

1. That the above captioned matter is a proceeding for the foreclosure of a Second Deed of Trust on certain real estate located in the Fourth Election District of Queen Anne's County, Maryland, known as "Broadwater Farm" in which Claudia Tucker has a legal and equitable interest.

2. Applicant believes that after payment to the trustees of their claim and expenses from the proceeds of sale and after payment to the Equitable Trust Bank, as first mortgagee, of its

claims and expenses from the proceeds of sale, a surplus will remain for payment of claimants having an interest in "Broadwater Farm."

3. Under and by the terms of (a) Deed, dated March 1, 1976 from Francis S. Key and Elizabeth M. Key to Claudia H. Tucker, William E. Tucker, Mario Vahos, and William D. Heim, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 102, Folio 211, (b) a Deed, dated March 5, 1979 from Mario Vahos to Claudia H. Tucker and Barbara L. Warfield recorded among the Land Records of Queens Anne's County in Liber M.W.M. No. 148, Folio 108, and (c) a Deed dated February 13, 1978 from William D. Heim to Claudia H. Tucker, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 167, Folio 619, Claudia Tucker has interests totalling Sixty-one and one half percentage (61 1/2%) in Broadwater Farms.

4. On or about August 1, 1980 a judgment by confession (the judgment) which had previously been entered in favor of Charles A. Knott, Jr. against Claudia H. Tucker was recorded in the judgment records of Queen Anne's County. This judgment is in the amount of \$115,000.00, plus interest and costs.

5. That on May 28, 1981 Charles A. Knott, Jr. assigned all of the proceeds which may be recovered or recoverable by Charles A. Knott, Jr. from Claudia H. Tucker on account of the judgment in favor of Charles A. Knott, Jr. to Charles A. Knott, Sr. This assignment was recorded in the Circuit Court for Baltimore County, Case No. 126/234/104155. A copy of said assignment is hereby attached.

6. That the judgment obtained by Charles A. Knott, Jr. and recorded in the judgment records of Queen Anne's County constituted a lien against Claudia H. Tucker's Sixty-one and one-half percentage (61 1/2%) legal interest in Broadwater Farms.

7. That there is due and owing on said judgment against Claudia H. Tucker the sum of One Hundred Fifteen Thousand Dollars (\$115,000.00) plus interest and costs.

8. That by virtue of the aforesaid judgment, Charles A. Knott, Jr. is entitled to payment of his claim from the surplus proceeds of the sale of Broadwater Farms.

9. That by virtue of the Assignment from Charles A. Knott Jr. to Charles A. Knott, Sr., Charles A. Knott, Sr. is entitled to the surplus proceeds of the sale of Broadwater Farms.

10. Further that on or about July 18, 1980, judgment was entered in favor of Barbara L. Warfield against Claudia H. Tucker in the amount of Three Hundred Fifty-Six Thousand One Hundred Fifty-One Dollars and Forty-Five Cents (\$356,151.45). This judgment was based on a Demand Note dated May 27, 1980 between Claudia H. Tucker and Barbara L. Warfield in the amount of Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00).

11. That the execution by Claudia H. Tucker of a Demand Note in the amount of Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00) in favor of Barbara L. Warfield was fraudulent as to creditors of the said Claudia H. Tucker, because the execution was made without fair consideration, the execution of the Note was made by a person who was insolvent at the time or who was rendered insolvent by the transfer and was made with actual interest to hinder, delay or defraud the creditors of Claudia H. Tucker.

12. That to the extent that Barbara L. Warfield makes claim for satisfaction of her judgment from the surplus proceeds of the sale of Broadwater Farms that such claim should be disallowed by reason of the aforesaid fraudulent transfer.

WHEREFORE, Applicant and Assignee, Charles A. Knott, Sr. prays, that this Court order:

a. That the surplus of the proceeds of the sale of Broadwater Farms, after payment to the trustees of the Second Deed of Trust to the first mortgagee, the Equitable Trust Bank, which would be, if it were not for the judgment liens, payable to Claudia H. Tucker, be paid over to Charles A. Knott, Sr. by virtue of the assignment to him by Charles A. Knott's Jr.

b. That any claim by Barbara L. Warfield to any payment from the surplus of the proceeds of the sale of Broadwater Farms be disallowed.

c. That the Applicant be awarded the costs incurred in this action.

d. And for such other and further relief as this cause may require.

*Barbara Hull Foster*  
Barbara Hull Foster  
Whiteford, Taylor, Preston,  
Trimble & Johnston  
2000 First Maryland Building  
25 South Charles Street  
Baltimore, Maryland 21201

Attorney for Charles A. Knott, Sr.  
Assignee of Charles A. Knott, Jr.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this *30th* day of *September*, 1981, a copy of the foregoing Petition for Payment of Judgment Creditor from Mortgage Foreclosure Surplus was mailed to Kenneth E. Conklin, Esquire, Leighton, Conklin, Lemor, Jacobs and Buckley, 2033 G. Street, N.W. Suite 800, Washington, D.C. attorney for Mario Vahos; Nelson C. Cohen, Esquire, Levitan, Erzin, Cramer, West, Weinstein, and Kerxton, Chartered, 5454 Wisconsin Avenue Suite 1400, Chevy Chase, Maryland 20015 attorney for Plaintiffs, David C. Bryan, Esquire, 111 Lawyer Row, Centreville,

-4-

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Maryland 21617, attorney for William C. Tucker, Bryan C. West, Esquire, 905 Mercantile-Towson Building, 409 Washington Avenue Towson, Maryland 21204, attorney for Claudia H. Tucker, Mark S. Devan, 614 Bisley Avenue, Towson, Maryland 21204, attorney for Claudia H. Tucker.

*Barbara Hull Foster*  
Barbara Hull Foster



CHARLES A. KNOTT, JR.

Plaintiff

v.

CLAUDIA H. TUCKER

Defendant

\*

\*

\*

\*

IN THE

CIRCUIT COURT

FOR

BALTIMORE COUNTY

at Law

126/234/104155

\* \* \* \* \*

ASSIGNMENT

Charles A. Knott, Jr. hereby assigns unto Charles A. Knott, Sr. all of the proceeds which may be recovered or recoverable by Charles A. Knott, Jr. from Claudia H. Tucker on account of the judgement in favor of Charles A. Knott, Jr. rendered in this matter.

May 28, 1981

Assignor

*Charles A. Knott, Jr.*  
Charles A. Knott, Jr.

Assignee

*Charles A. Knott, Sr.*  
Charles A. Knott, Sr.

True Copy Test

ELMER H. KAHLINE, JR., Clerk

Per *Gloria Batts*  
Deputy Clerk

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CLERK OF CIRCUIT  
COURT, BALTIMORE COUNTY

226

LIBER 15 PAGE 449

JEFFREY M. FROST, et al	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
FRANCIS S. KEY	*	QUEEN ANNE'S COUNTY
Defendant	*	No. 6718 Chancery

\*\*\*\*\*

ANSWER OF GEORGE W. LIEBMANN, TRUSTEE IN BANKRUPTCY  
 FOR WILLIAM E. TUCKER  
TO MOTION FOR SUMMARY DECLARATORY JUDGMENT

George W. Liebmann, Trustee in Bankruptcy for William E. Tucker, responding to the motion for summary declaratory judgment of the Trustees herein, prays that the motion for summary declaratory judgment be denied and for reasons states as follows:

1. The bankruptcy estate of the debtor William E. Tucker retains an interest in the property which is the subject matter of the present proceedings. Title to the property has never been deeded to any purchaser at a foreclosure sale and record title continues to repose in the debtor.
2. Further, the Trustees herein have recognized continued interest of the bankrupt in these proceedings by filing in the debtor's bankruptcy case an amended complaint to modify stay requesting the Bankruptcy Court to lift the automatic stay of all proceedings against the estate of the debtor, which complaint would have been unnecessary had the legal theory for the first time asserted in the motion for summary declaratory judgment been tenable.
3. In fact, it is well established that the automatic stay provided for by Section 362 of the Bankruptcy Code bars the giving of a deed even one given after a properly conducted

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 QUEEN ANNE'S COUNTY

229

and ratified foreclosure sale. See Matter of Gladstone Glen, 628 F.2d 1015 (7th Cir. 1980) (arising under the old Act) and see, as to the Code, In Re Harlow, 12 Bankruptcy Reporter 1, 4 (D. Vt. 1981). It is well established under Maryland law that legal title does not vest in a purchaser at a foreclosure sale until the price is paid and the deed is delivered.

Pagenhardt v. Walsh, 250 Md. 333; Southern Maryland Oil Company, Inc. v. Kaminetz, 260 Md. 443 (1971).

4. The Trustee has a substantial interest in the proceeds of this bankruptcy sale. Because the price realized is in excess of the amount of the mortgage debt, pre-bankruptcy interest, and the costs of the original sale and resale there is substantial equity for the Trustee and creditors. Any claim for damages in consequence of Mr. Tucker's default at an earlier sale is a claim against him as purchaser and not as mortgagor and is assertable only in an independent action against him and not by way of a claim in the foreclosure proceedings.

Had a third party purchased and defaulted at the earlier sale none would contend that the claim against him was a secured claim.

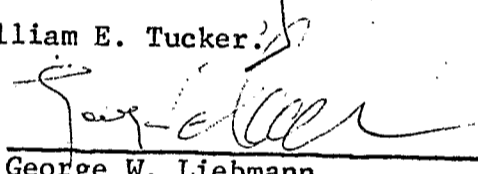
5. In granting the mortgagee, by consent, the right to hold the sale giving rise to this proceeding the Bankruptcy Court clearly recognized that any claim against Mr. Tucker as purchaser as distinct from mortgagor was not properly determinable in these proceedings nor allowable since such deficiency arose subsequent to the date of bankruptcy, the court's order of July 2, 1981 expressly enjoining plaintiffs "from filing a claim in this proceeding against the debtor William E. Tucker

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for any deficiency from said second resale."

6. It is also to be noted that Maryland law has long recognized that it is inappropriate and contrary to the interests of justice to direct a resale at the risk of a purchaser in cases of insolvency of a purchaser. See Sloan v. Safe Deposit & Trust Company, 73 Md. 239 (1890) cited in McCann v. McGinnis, 257 Md. 499, 511 (1970).

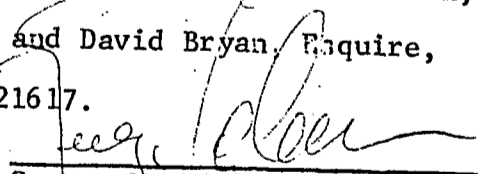
For all these reasons the Trustee in Bankruptcy of William E. Tucker prays that the motion for summary declaratory judgment be denied and that this court further order and declare that the proceeds of sale are to be distributed: (1) to the mortgagee to the extent of its claim together with prebankruptcy interest, costs of sale and resale, (2) to junior lienholders, and (3) the surplus to the owners of the property, twenty-three and one half (23½%) percent of such surplus to be distributed to the undersigned as Trustee in Bankruptcy of William E. Tucker.



George W. Liebmann  
The Keyser Building  
207 E. Redwood Street  
Baltimore, Maryland 21202  
752-5887

Certificate of Service

I HEREBY CERTIFY that on this 13<sup>th</sup> day of October, 1981 a copy of the foregoing Answer of George W. Liebmann, Trustee in Bankruptcy for William E. Tucker to Motion for Summary Declaratory Judgment was mailed to: Jeffrey M. Frost and Barbara J. Finer, 5454 Wisconsin Ave., Chevy Chase, Md. 20015 and Mark S. Devan, Esq. 614 Bosley Ave., Towson, Md. 21204 and David Bryan Esquire, 111 Lawyers Row, Centreville, Md. 21617.

  
George W. Liebmann

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

JEFFREY M. FROST  
and  
BERNARD H. KANSTOROOM  
Substitute Trustees

Plaintiffs

vs.

FRANCIS S. KEY  
and  
ELIZABETH M. KEY

Defendants

Equity No. 6718

CLERK OF COURT  
1981 OCT 19 AM 9:30  
QUEEN ANNE'S COUNTY

TRUSTEES' RESPONSE TO OBJECTIONS TO RATIFICATION OF  
FORECLOSURE PROCEEDING

Jeffrey M. Frost and Bernard H. Kanstoroom, substitute trustees, by and through counsel, respond to the Objections to Ratification of Foreclosure Proceeding filed by Roberto Garcia, purchaser at the foreclosure sale held on August 18, 1981, hereinafter referred to as the "Exceptant", and responds to the exceptant's objections as follows:

1. The exceptant's first objection is that the Internal Revenue Service has not waived its right of redemption under its Federal Lien. The Internal Revenue Service Certificate of Release of Federal Tax Lien and Consent to the Sale Free and Clear of the Federal Tax Liens were previously filed in this proceeding. Copies of said documents are attached hereto as Exhibit 1.

2. The exceptant's second ground for objection is that no order was obtained to permit the sale from Mark S. Devan as Trustee in Bankruptcy for Claudia H. Tucker.

Since the rights of all mortgagors and owners of the property in question were divested as of the date of the original ratified sale of the property on September 22, 1980, said property was not a part of the bankruptcy estate of Claudia H. Tucker, and accordingly, no permission was needed from the

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Trustee or the U.S. Bankruptcy Court. Further, the Trustee in Bankruptcy for Claudia H. Tucker is Howard Rubenstein, and he has received notice of the pending Motion for Summary Judgment in these proceedings.

3. The third ground for objection raised by the exceptant is that the Trustees did not file an affidavit that they have complied with the provisions as to notice as provided in Maryland Rule W74 2 (c).

It is assumed that the Rule section which exceptant intended to refer to is W74 a.2. (c), since there is no section W74 2 .(c). An affidavit showing compliance with that Section was filed in these proceedings by the attorney for the Trustees. Although it was inadvertently titled "Affidavit Pursuant to Rule W74(a) (2) (b)" (Emphasis added), it is clear from the body of the Affidavit that it is the Affidavit required under Rule W74 (a) 2. (c) relating to notice sent to the owner by registered mail, and that the subsection "(b)" in the title is merely a typing error.

4. The fourth ground for objection raised by the exceptant is that the Report of Sale does not disclose the name of the purchaser.

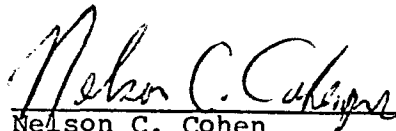
There is no requirement under Maryland law that the Report of Sale state the name of the purchaser. Further the Contract of Sale, Report of Sale by the Auctioneer and Purchaser's Affidavit all state the name of the purchaser, Roberto Garcia, and were all three filed in these proceedings with the Trustees' Report of Sale.

5. The fifth ground for objection raised by the exceptant is that a portion of said property was sold for taxes on May 19, 1981, and, in the event that this proceeding is prolonged, that the year and a day for redemption might expire and title be transferred to the purchasers under the Tax Sale.

Since settlement on the property by the purchaser at the foreclosure sale, Roberto Garcia, should occur sometime in November 1981, the property will be redeemed at the time of said settlement. In the unlikely event that settlement has not occurred by May 15, 1982, the Trustees will redeem the property at that time so that title will not be transferred to the purchasers at the Tax Sale.

WHEREFORE, the Trustees pray that, having complied with all of the rules of this Court, that the sale be ratified and that the Objections to Ratification of Foreclosure Proceeding filed by the exceptant, Roberto Garcia, be denied.

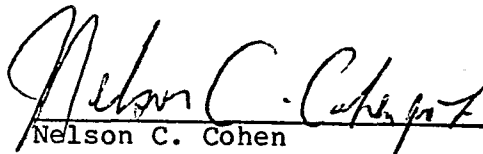
LEVITAN, EZRIN, WEST,  
WEINSTEIN & KERXTON, CHTD.



Nelson C. Cohen  
Solicitor for Trustees  
5454 Wisconsin Avenue  
Suite 1400  
Chevy Chase, Maryland 20015  
951-1530

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was mailed, first-class mail, postage prepaid, this 15th day of October, 1981, to Claudia H. Tucker, Broadwater Farm, Chester, Maryland 21619; William E. Tucker, 14 Medical Arts Building, Reed & Cathedral Streets, Baltimore, Maryland 21201; George Liebman, Esquire, Suite 513, 207 East Redwood Street, Baltimore, Maryland 21202; David Bryan, Esquire, 111 Lawyers Row, Centreville, Maryland 21617, Ralph E. Dietz, Esquire, 9026 Liberty Road, Randallstown, Maryland 21133; Howard Rubenstein, 2 East Fayette Street, Baltimore Maryland 21202; Laura Vahos, 2104 Cedar Circle Drive, Catonsville, Maryland 21228; Mario Vahos, St. Agnes Medical Center, Baltimore, Maryland 21229; Equitable Trust, Calvert & Fayette Streets, Baltimore, Maryland 21202; Barbara Warfield, P.O. Box 13, Clarksville, Maryland 21029; William D. Heim, 316 Burnside Street, Apt. 502, Annapolis, Maryland 21403; and Robert M. Keats, Penthouse Six, 8401 Connecticut Avenue, Chevy Chase, Maryland 20015.

  
Nelson C. Cohen

-3-

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SEE

15 PAGE 455

EXHIBIT 1

Form 668 (REV. 2-77) DEPARTMENT OF THE TREASURY - INTERNAL REVENUE SERVICE CERTIFICATE OF RELEASE OF FEDERAL TAX LIEN For Optional Use By Recording Office

DISTRICT Baltimore SERIAL NUMBER 72-214-35

I hereby certify that as to the following-named taxpayer the requirements of section 6325(a), Internal Revenue Code, have been satisfied with respect to the taxes enumerated below, together with all statutory additions provided by section 6321; and that the lien for such taxes and statutory additions has thereby been released. The proper officer in the office where notice of internal revenue tax lien was filed on February 8, 1978, is hereby authorized to make notation on the books to show the release of said lien, insofar as the lien relates to the following taxes.

~~FEB 15 78 A 2214610 \*\*\*\*\*30~~

~~FEB 15 78 A 2214400 \*\*\*\*\*50~~

NAME OF TAXPAYER William S. Tucker, Jr.

RESIDENCE 5004 Mountain Ave., Baltimore, Md. 21220

FEB 21-78 \* 21401 \*\*\*\*\*30  
FEB 21-78 A 921401 \*\*\*\*\*30

KIND OF TAX (a)	TAX PERIOD ENDED (b)	DATE OF ASSESSMENT (c)	IDENTIFYING NUMBER (d)	UNPAID BALANCE OF ASSESSMENT (e)
1040	12/31/76	07/23/77	217 22 7962	22,163.72

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PLACE OF FILING Clerk of Circuit Court Queen Anne's County, Centreville, Md. TOTAL \$ 22,163.72 1245

WITNESS my hand at Baltimore, Maryland on the 13th day of February 1978

SIGNATURE [Signature] TITLE Chief, Special Procedures Staff

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien G.C.M. 26419.C.B. 1950-1, 125.)

Int

PART 5 - To be used for recording purposes 235



Internal Revenue Service

Department of the Treasury

District  
Director

31 Hopkins Plaza, Baltimore, MD 21201

Person to Contact: Isaac Litt

Telephone Number: 301-962-1864

Refer Reply to: C:SPS:IL

Date: October 2, 1980

▶ Mr. Nelson C. Cohen  
Levitan, Ezrin, Cramer, West  
& Weinstein  
1400 Barlow Building  
5454 Wisconsin Avenue  
Chevy Chase, Maryland 20015

Re: William E. Tucker, Jr.

• Dear Mr. Cohen:

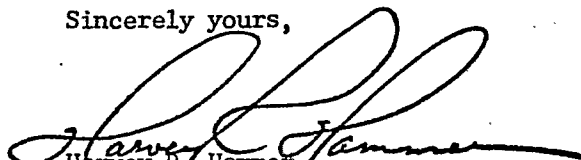
Thank you for your Notice of Foreclosure, as required by Section 7425 (c) of the Internal Revenue Code, which was received in this office on September 22, 1980, pertaining to property titled in the name of William E. Tucker, Jr.

We consent to the sale of the mortgaged premises free and clear of the Federal Tax Liens. Section 7425 (c) (2) permits us to give this consent if the notice is not received twenty-five days prior to the sale.

We shall file a Proof of Claim in this proceeding for any balance due by this taxpayer.

It is understood that the sale divests the taxpayer of all rights, title, and interest in the property, and the proceeds are to be held as a fund subject to United States Liens and claims in the same manner and priority as the liens and claims were held on the discharged property.

Sincerely yours,

  
Harvey R. Hammer  
Chief, Special Procedures Staff

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JEFFREY M. FROST	:	IN THE CIRCUIT COURT
and	:	
BERNARD H. KANSTOROOM,	:	FOR QUEEN ANNE'S COUNTY,
SUBSTITUTE TRUSTEES	:	
Plaintiffs	:	
vs.	:	SITTING IN EQUITY
FRANCIS S. KEY	:	
and	:	NO. 6718
ELIZABETH M. KEY	:	
Defendants	:	

MEMORANDUM OPINION

The saga of this proceeding is recorded here in pertinent part to better understand the ruling on the Trustees' Motion for Summary Declaratory Judgment to the effect:

that as a matter of law all rights, title and interest of all the former owners and mortgagors in and to the real property which is the subject of this proceeding have been foreclosed by this Court's ratification of the sale of said property.

8-6-80 Proceeding docketed to foreclose a Deed of Trust from the Defendants to named trustees, dated 2-9-73. The above-named Substitute Trustees (herein "Trustees") had been duly substituted for the original named trustees.

At the time of this filing the real property securing the Deed of Trust was owned by William E. Tucker, Claudia H. Tucker and others, purchasers of the property from the Defendants, subject to the Deed of Trust which was foreclosed in this proceeding as well as a prior Deed of Trust.

10-6-80 Report of sale filed showing a sale of the property at public auction on 9-22-80 to William E. Tucker, agent for Broadwater Enterprises for the sum of \$269,000 subject to the first trust in the amount of \$184,823.02 plus interest.

10-30-80 The United States filed a claim against Francis S. and Elizabeth M. Key (the named Defendants herein) for taxes in

the amount of \$20,214.39.

11-5-80 William E. Tucker, trading as Broadwater Enterprises (emphasis supplied to note the buyer's own change in the capacity in which he holds himself as buyer) filed exceptions to the ratification of the sale.

11-6-80 The United States filed a claim against William E. Tucker for taxes in the amount of \$20,214.39.

1-12-81 Sale finally ratified and confirmed after the Trustees filed in the cause a Response to the exceptions together with supporting documents, including an Affidavit of Notice of Sale to the Defendants, copy of letter notice to the .5 record title holders with signed return receipts, certificate of release of Federal Tax Lien in amount of \$22,163.72 against William E. Tucker, Jr., plus a consent to the sale of the mortgaged premises free and clear of the Federal Tax Liens against William E. Tucker.

2-5-81 Application by Trustees to resell the property at risk and expense of the defaulting purchaser.

2-20-81 Order of Court authorizing Trustees to resell at risk and expense of William E. Tucker.

3-17-81 William E. Tucker declares bankruptcy.

3-23-81 Report of second sale to Construction Group, Inc. for \$230,000. Order nisi passed.

4-22-81 Exceptions by William E. Tucker.

4-23-81 Exceptions by Claudia H. Tucker.

5-28-81 Amended Report of Sale filed amending the original report and alleging

"they believe that the property brought an unconscionably low price compared to its fair market value.

6-23-81 Claudia H. Tucker declares bankruptcy.

7-27-81 Application by Trustees for second resale at risk

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and expense of William E. Tucker.

Filed with it was consent of Mr. Tucker to modification of stay under 11 U.S.C. §362 in his bankruptcy Case No. 81-2-0713-L in the U. S. Bankruptcy Court for the District of Maryland, as well as the Consent Order of the Bankruptcy Judge dated 6-2-81 modifying the stay and permitting these Trustees to resell, but enjoining them "from filing a claim in the [bankruptcy] proceeding against the Debtor William E. Tucker for any deficiency from said second resale."

The purchaser at the first resale consented to the second resale.

7-28-81 Order of Court authorizing second resale.

8-3-81 Trustees Motion for Summary Declaratory Judgment for the reason and upon the grounds hereinabove set forth.

8-4-81 Objection filed by Claudia H. Tucker to application for second resale on several grounds, including the following:

1. That she had filed a Petition for Bankruptcy in Case No. 81-2-1773 for District of Maryland and that her Trustee and creditors should have notification before the resale is scheduled.

She requests the Court to reject the Application for Second Resale until and unless it is approved by her Trustee in Bankruptcy and/or the Bankruptcy Court.

8-10-81 Motion to Strike Mrs. Tucker's Objection filed by Trustees for failure to comply with Md. Rule 319 and for a second reason set out verbatim:

- 2) No notification or approval of the United States Bankruptcy Court is required since all of the rights and interest of Claudia H. Tucker in the real property which is the subject of this proceeding were extinguished by the sale and final ratification of the sale by this Court on January 12, 1981.

8-31-81 Order of Court granted without a hearing 15 days after Motion filed since neither party requested a hearing.

8-31-81 Report of second resale filed showing sale to Roberto Garcia for \$215,000 subject to first Deed of Trust of \$192,488.17 plus per diem interest.

10-2-81 Exceptions by Roberto Garcia to ratification of resale. One of the grounds was that:

2. Mark S. Devan, was appointed Trustee in Bankruptcy for Claudia H. Tucker (Case #81-2-1773), however, no order was obtained from the U.S. Bankruptcy Court to permit the sale or lift the automatic stay.

10-15-81 Answer of George W. Liebmann, Trustee in Bankruptcy for William E. Tucker, to Motion for Summary Declaratory Judgment. His objections may be summarized as follows:

1. That Tucker's estate retains an interest in the property since title has never been deeded to any purchaser at a foreclosure sale.

2. That Trustees did not need to obtain lift of stay from Bankruptcy Court in light of the legal theory asserted in their Motion for Summary Declaratory Judgment.

3. That the automatic stay of §362 of the Bankruptcy Code bars the giving of a deed, even one given after a properly conducted and ratified foreclosure sale (citing Matter of Gladstone Glen, 628 F.2d 1015 (7th Cir. 1980) [arising under the former Act] and In Re Harlow, 12 Bankruptcy Reporter 1, 4 (D.Vt. 1981) [under the Code]).

That under Maryland law legal title does not vest in a purchaser at a foreclosure sale until the price is paid and the deed is delivered.

4. That the Bankruptcy Trustee has substantial interest in proceeds because the price realized is in excess of the mortgage debt, pre-bankruptcy interest and costs of the sales.

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Further that any claim for damages in consequence of Mr. Tucker's default at an earlier sale is a claim against him as purchaser and not as mortgagor and is assertable only in an independent action against him and not by way of a claim in the foreclosure proceedings.

5. That the Bankruptcy Court by its consent recognized that any claim against Mr. Tucker as purchaser, as distinct from mortgagor, was not properly determinable in these proceedings nor allowable since such deficiency arose subsequent to the date of bankruptcy, since the Court's order of 6-2-81 expressly enjoined the Trustees from filing a claim "for any deficiency from said second resale."

6. That Maryland law has long recognized that it is inappropriate and contrary to the interests of justice to direct a resale at the risk of a purchaser in cases of insolvency of a purchaser. (cases cited)

The Bankruptcy Trustee then prayed that the Motion for Summary Declaratory Judgment be denied and that this court further order and declare that the proceeds of sale are to be distributed: (1) to the mortgagee to the extent of its claim together with prebankruptcy interest, costs of sale and resale, (2) to junior lienholders, and (3) the surplus to the owners of the property, twenty-three and one half (23½%) percent of such surplus to be distributed to the undersigned as Trustee in Bankruptcy of William E. Tucker.

10-20-81 A hearing was held on the Motion for Summary Declaratory Judgment with Jeffrey M. Frost, one of the Trustees, George W. Liebmann, Bankruptcy Trustee for William E. Tucker, Claudia H. Tucker, William E. Tucker and Ralph E. Deitz, Attorney for Roberto Garcia, being present and participating.

The Court was advised that Mark S. Devan, Trustee in Bank-

ruptcy for Claudia H. Tucker, was notified of this hearing and chose not to be present.

At the hearing Mr. Liebmann expressed an opinion that there is no need for the declaratory judgment because it will not be binding on the Bankruptcy Court.

The attorney for the latest buyer expressed a similar opinion as to the interest of Claudia H. Tucker.

The Trustees take the position that once the ratification of the sale to William E. Tucker occurred on 1-12-81, the mortgagors or owners were divested of all rights and interests they previously held in such property. This in essence means that neither William E. Tucker or Claudia H. Tucker had any interest in the realty at the later times of their bankruptcies and their bankrupt estates would only be able to share in any excess proceeds.

The Trustees insist that they are entitled to persist in their Motion and that the Bankruptcy Court would be bound by this Court's declaration of the Maryland law.

Mr. Leibmann was concerned that this Court's declaration would mean that the Trustees could set off the difference in the purchase price bid by Mr. Tucker and that bid at the second resale against any surplus proceeds Mr. Tucker might be entitled to as a former owner, who had taken the place of the original mortgagors.

In the State of Maryland, the procedures governing sale of property at foreclosure after default of the mortgagor are governed by Maryland Rules of Procedures W70 through W81. In part here material, these rules provide that a trustee be responsible for instituting and conducting the foreclosure sale, and they require the sale to be ratified by the Court in order that the interest of all parties to the sale be duly considered

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and safeguarded. It is well established, however, that once such a ratification has occurred, the mortgagor/owner is divested of all rights and interests he previously held in such property. Union Trust Co. v. Biggs, 153 Md. 50, 137 A. 509 (1927). Prior to the foreclosure sale, the defaulting owner holds an equity of redemption in the land, and he may at any time during the pre-sale proceedings tender the amount due under the mortgage and redeem the property. In addition, under Maryland law he is afforded two opportunities to challenge the legality of the foreclosure. First, under Rule W76b a motion may be made prior to sale to enjoin the foreclosure. Secondly, after sale but before ratification, objections to the sale may be filed pursuant to Rule W74e. However, once the sale is ratified by the court it is complete and the mortgagor/owner is divested of all interest in said real property, including his right of redemption.

Union Trust v. Briggs, supra; Fisher v. Federal National Mtg. Assn., 360 F. Supp. 207 (D. Md. 1973); Hanover Fire Ins. Co. v. Brown, 77 Md. 64, 25 A. 989, 27 A. 314 (1893); Plaza Corp. v. Alban Tractor Co., 219 Md. 570, 151 A.2d 170 (1958).

Union Trust Co. v. Biggs, supra, involved the attachment of certain land of a debtor and subsequent sale of a tract of that land at a foreclosure proceeding. As the court stated, "the sale of the mortgaged premises under the power of sale in the mortgage deed virtually foreclosed the mortgage and divested all rights of redemption which had remained in the mortgagor until the sale."

Id. 153 Md. at 55. After the sale, the purchaser held an

"equitable interest in the land commensurate with that conveyed by the mortgage deed, and he was entitled to the legal title upon the final ratification of the sale by the court and the payment of the purchase money. The assignee [of the mortgagee] held the legal title in trust for the purchaser for the completion of the sale by its ratification, the satisfaction of the purchase price, and the delivery of the deed, subject to the right to enforce the payment of any of the



purchase money by a resale at the risk of the buyer. So the whole beneficial ownership of estate of both the assignee and the mortgagor had passed from the land into the obligation of the purchaser to pay. In short, after the sale, equity regarded the property in the land as in the buyer, and the property or the price as in the assignee and mortgagor. It is true that the sale is incomplete until ratified by the court, and that the purchaser's title is an inchoate and equitable one from the day of sale until the final ratification, which, however, retroacts so that the purchaser is regarded by relation as the equitable owner from the time of the sale, and entitled to all the intermediate rents and profits of the estate. Although he thus becomes the substantial owner from the time of the sale, and the property is at his gain if it appreciate and at his risk in case of loss by fire or through depreciation, yet, notwithstanding the purchase money be paid, the legal title of the purchaser does not vest until the deed to him is delivered, but, upon its delivery, this deed is not effective merely from the day of its execution, but vests the property in the purchase from the day of sale. It follows that, after the day of sale, the mortgagor's equity of redemption generally ceases to exist as an interest in land. (emphasis supplied). Id.

Thus, the defaulting land owner whose property has been sold at the foreclosure sale retains no interest whatsoever in the real property after ratification of the sale by the court. His interest is in the purchase price only, and if the buyer does not pay the agreed price, the property is subject to "resale at the risk of the buyer." Id.

If the purchaser fails to pay the price as agreed, the court may direct the property be resold "at the risk of the buyer." Id. As stated in Bilbrey v. Strahorn, 153 Md. 491, 138 A. 343, 345 (1927), "all proceedings after the report of sale are proceedings by and under the authority of the court, so that in a resale the court becomes the vendor and the assignee ordered to make the resale becomes the agent or trustee of the court executing its orders." All interest of the former owner in

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the property has been extinguished.

The holding of the Union Trust Co. v. Biggs case has been followed in numerous subsequent cases in Maryland. In Butler v. Daum, 245 Md. 447, 226 A.2d 261 (1967), Cal H. Crosson and Lizzie Crosson were the mortgagors under a deed of trust secured by real property owned by the Crossons. The Crossons sold their interest in the real property to Daniel Butler and Helen Butler, subject to the outstanding indebtedness secured by the property. When the Butlers defaulted under the deed of trust, the property was sold at foreclosure and, after a hearing on certain exceptions to the sale, the sale was duly ratified by the chancellor. An appeal was taken by the Butlers contending in part that they had a right to redeem the property at any time prior to the ratification of the sale. In rejecting this assertion, the Court, in an opinion by the late Judge Horney, ruled at page 453:

Although the jurisdiction of equity does not become complete until the filing of the report of sale, nevertheless the sale in effect foreclosed the mortgage and divested the mortgagors of all right of redemption, Union Trust Co. v. Biggs, 153 Md. 137 Atl. 509 (1927) and Berry v. Skinner, 30 Md. 567 (1869), and unless satisfactory proof is shown before final ratification that the sale should be set aside, which was not done in this case, all rights of the mortgagors in the land are deemed to have ceased to exist as of the date of the sale.

Similarly, Waring v. Guy, 248 Md. 544, 237 A.2d 763 (1968), was a proceeding to set aside the sale of realty sold at foreclosure under powers of sale contained in two mortgages. The chancellor in the proceeding below set aside the sale because the appellees/mortgagors deposited a check with the court to cover the mortgage indebtedness and the costs of foreclosure. The Court of Appeals of Maryland stated,

"In this we think he was clearly in error because as stated by this Court in Union

Trust Co. v. Biggs, 153 Md. 50, 55-56, 173 A. 509, 512 ... 'although the jurisdiction of equity did not become complete until the subsequent filing of his report, yet the sale of the mortgaged premises virtually foreclosed the mortgage and divested all rights of redemption which had remained in the mortgagor until the sale ... In short, after the sale, equity regarded the property in the land as in the buyer, and the property or the price as in the assignee and mortgagor.' "

In Pagenhardt v. Walsh, 250 Md. 333, 243 A.2d 494, 499 (1968), mortgaged property was sold after default in the mortgage payments. The defaulting party was adjudicated a bankrupt three days after the sale. Approximately one month later, the trustee in bankruptcy intervened in the foreclosure proceedings and filed exceptions to the sale. The court below set aside the mortgage sale and held that the mortgage was invalid and that title to the mortgaged premises vested in the trustee in bankruptcy. The Court of Appeals of Maryland reversed and remanded the case for entry of a decree ratifying the sale, holding that "since the mortgage was valid as to all other creditors, it is valid to a like extent against the trustee." Id. 250 Md. at 342. The Court allowed payment to the trustee in bankruptcy of only a sum equivalent to the aggregate amount owed those creditors of the debtor who extended credit subsequent to the date of the defectively executed mortgage and prior to the date of the adjudication of bankruptcy and who did not have actual knowledge of the existence of the equitable mortgage.

The trustee in bankruptcy, in seeking to have title in the mortgage premises declared to be vested in him, relied on the "strong arm" clause found in § 70 (c) of the former Bankruptcy Act." Former Judge Singley, in the opinion, held that the trustee in bankruptcy could not rely on Davis v. Harlow, 130 Md. 165, 100 A. 102 (1917) or In re Noel, 137 F. 694 (D. Md. 1905) because they involved foreclosure proceedings which were

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commenced after the filing of the petition in bankruptcy. He concluded that this case was "controlled, at least obliquely, by Wethered v. Alban Tractor Co., 224 Md. 408, 168 A.2d 358, cert. den. 368 U.S. 830 (1961).

Judge Singley then added:

A problem of the sort now before us is to be resolved under Maryland law. Judge Parker, speaking for the Fourth Circuit, stated the rule:

"It is elementary that questions as to the validity of a deed of trust on land, the necessity and requisites of registration, and the effect of the failure to record as against creditors; or a trustee in bankruptcy representing creditors, are to be determined by the laws of the state where the land embraced in the deed of trust is situate." Haas v. Rendleman, 62 F. 2d 701 (4th Cir.) cert. den. 289 U.S. 750 (1933) Accord: Sapero v. Neiswender, 23 F. 2d 403, 404 (4th Cir. 1928); In re Noel, supra.

In Wethered v. Alban Tractor Co., supra, a trustee in bankruptcy acting under §70 (e) of the former Bankruptcy Act, attempted to recover for the benefit of the bankrupt estate the proceeds of a sale made under the foreclosure of an unrecorded chattel mortgage. The Court relied on Union Trust Co. v. Biggs, supra, in holding that legal title had vested in the purchaser, and once the price is paid and the deed is delivered, the vesting is retroactive to the day of the sale. Id. at p. 340.

The opinion went on to point out that under §70 (c) of the Act, the trustee in bankruptcy succeeded to rights of creditors as of the date of the bankruptcy and not as of an anterior point of time. It pointed out that the trustee in bankruptcy acquired his status as a creditor under §70 (c) 16 months after the chattels had been sold and 10 months after the sale had been finally ratified and confirmed. Then it added:

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As of bankruptcy there was no property as to which a creditor (and, so, the trustee) could acquire a lien. As the chancellor below, artfully anticipating the Lewis decision, aptly and accurately observed: "The Act creates a hypothetical creditor even though no such creditor actually exists, but it has not undertaken hypothetically or otherwise to create property where none exists." The trustee has no right under §70 (c).

The State of Maryland is not alone in adopting the rule that ratification of a foreclosure sale divests the former owner of all rights to or interest in the real property which was sold. In West Lumber Co. v. Schnuck, 204 Ga. 827, 51 S.E.2d 644 (1949), it was held that sale under power in a security deed divests the title of the grantor, and he has no legal right thereafter, on a tender of the amount of the debt secured by the deed to grantee, who is the purchaser at the sale, to demand a reconveyance of the land to himself. Similarly, in Martin v. Fretwell, 211 p. 2d 529 (Okla. 1949), the Supreme Court of Oklahoma held that a purchaser at a valid foreclosure sale under a power in a mortgage or a deed of trust acquires, subject to the express reservations or conditions made on the sale, all the title originally conveyed by the mortgage or deed divested of the equity of redemption. In Dean v. Simpson, 108 So. 2d 546 (Miss. 1959), it was held that after a foreclosure sale under a deed of trust, the right in the property was in the purchaser and no right of redemption survived the foreclosure sale.

Even in cases where there is no foreclosure and a contract for sale of land is executory, the rule is the same. Equity regards the things agreed to be done as actually performed and treats the purchaser as the beneficial owner of the premises even though he has not paid the purchase price. The seller has a right to enforce payment of the price and the contract operates as an equitable conversion so that the purchaser's interest

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becomes realty and the seller's interest becomes personalty. First Nat'l. Bank & Trust Co. of Chickasha v. U.S., 462 F. 2d 908 (3rd Cir. 1972); Caltrider v. Caples, 160 Md. 392, 153 A. 445 (1931).

That ratification which extinguishes all rights of the mortgagor in the property which has been sold is also apparent in Maryland cases discussing the relative rights of parties to the sale after ratification. For example, mortgagees who purchase at foreclosure sales are not required to account to mortgagors for rents or profits on property purchased after ratification of the sale, Moss v. Annapolis Sav. Inst., 177 Md. 135, 3 A.2d 881 (1939), and mortgagors must pay rent for occupancy of the premises after its sale at mortgage foreclosure. Brooks v. Bast, 242 Md. 350, 219 A.2d 84 (1966). In addition, in Billingsley v. Lawson, 43 Md. App. 713, 406 A.2d 946, cert. den. 446 U.S. 919 (1980), it was held that mortgagors must surrender property which has been sold at a foreclosure sale and must file a supersedeas bond for the protection of the trustees and purchasers where an attempt is made to have the sale set aside.

It should also be pointed out that ratification of a foreclosure sale is considered a final judgment within the meaning of Md. Rule 5. Hughes v. Beltway Homes, Inc., 276 Md. 382, 347 A.2d 837 (1975). Therefore, under Md. Rule 625, the Court shall have revisory power and control over a final judgment or ratification for a period of thirty days after it is rendered. Thereafter, the ratification may be altered only in case of fraud, mistake or irregularity, and the facts relied upon by the party seeking to have the sale set aside must be very clearly established and must be of such character as to strongly appeal to the conscience of the court. New Freedom Corp. v. Brown, 260 Md. 383, 272 A.2d 401 (1971). Therefore, all rights of redemption of the previous

owner of property sold at foreclosure sale are lost upon passage of a final decree of foreclosure. After ratification followed by expiration of the thirty day period allowed by Md. Rule 625, a foreclosure sale may be set aside only on a showing of fraud, mistake or irregularity, Brooks v. McMillan, 42 Md. App. 270, 400 A.2d 436 (1979).

The Court finds no merit in the contentions of Bankrupt Trustee Liebmann. §362 of the Bankruptcy Code is simply not applicable by its terms to the factual situation involving owners William E. Tucker and Claudia H. Tucker and does not bar the giving of a deed by the trustees herein to the ultimate purchaser of the mortgagors' interest in the real estate.

The other contentions of the Bankrupt Trustee are simply premature and do not relate to the Motion before the Court. The ruling on the Motion will not prejudice any person having an interest in or lien against the real estate to share in any excess proceeds from the foreclosure sale according to their respective rights.

The Bankrupt Trustee's allegation No. 6 might be a correct statement of the case law as contained in this excerpt from the opinion by Judge Marvin H. Smith in the case of McCann v. McGinnis, 257 Md. 499 at page 511:

It is possible to think of situations where justice would not require a resale at the risk of the purchaser as, for instance, in the case of insolvency of the purchaser that existed in Sloan v. Safe Dep. & Tr. Co., 73 Md. 239, 20 A. 922 (1890), to which the chancellor made reference, or where the purchaser was insane as in the sheriff's sale in Cundall v. Haswell, 23 R.I. 508, 51 A. 426 (1902).

However, it is not relative to either the Trustees' Motion or his own prayer for relief in his Answer thereto. In fact, William E. Tucker consented to the second resale authorized by

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the Court's Order dated July 28, 1981 at his risk and expense as the defaulting purchaser.

And whether or not any claim for damages in consequence of his default is assertable against him in any forum is not relative to the issue of whether he or his trustee in bankruptcy have any right, title or interest in and to the real property after the sale to him was ratified on January 12, 1981 and before he declared bankruptcy.

The situation in the foreclosure proceeding involved herein is directly governed by the case law and rules outlined above. In the instant case, a parcel of real property was originally owned and mortgaged by Francis S. Key and Elizabeth M. Key. The Keys sold the property to William E. Tucker, Claudia Tucker and others, subject to the Keys' outstanding deed of trust mortgage. Upon default under the deed of trust by the owners of the property, this foreclosure proceeding was instituted and the property sold at public auction on September 22, 1980. The sale was ratified by this Court on January 12, 1981. Under Maryland law, such ratification was a final judgment which operated to divest the Keys of all interest they previously held in the property as well as any equity of redemption. They retain only the right to enforce payment of the purchase price. Union Trust v. Biggs, supra. The interest in the land passed to the buyers. The default of the successful purchaser in closing on the sale triggered further proceedings under the authority of the court in which the court was the vendor and the agent or trustee of the court was empowered to act for it, to hold legal title to the property and to pass that title to subsequent purchasers. Bilbrey v. Strahorn, supra. Such subsequent sale was at the risk of William E. Tucker who had acquired the land at foreclosure. As a matter of law, all rights and interest of the Keys, as well



as their successors, have been previously extinguished, and the subsequent filing of a petition in bankruptcy by any former owner/mortgagor would have no effect on this proceeding.

*Wayne Carter*  
\_\_\_\_\_  
Judge

DECLARATORY JUDGMENT

For the reasons hereinabove set forth, IT IS ORDERED, ADJUDGED and DECLARED this 20th day of October, 1981, by the Circuit Court for Queen Anne's County, Sitting in Equity, as follows:

1. That the Motion for Summary Declaratory Judgment filed in this cause by Jeffrey M. Frost and Bernard H. Kanstoroom, Substitute Trustees, be and it is hereby granted.

2. That as a matter of law all rights, title and interest of the Defendants, Francis S. Key and Elizabeth M. Key, and their successors in title to the real property which was sold by the Substitute Trustees to William E. Tucker on September 22, 1980 and ratified by the Order of this Court dated January 12, 1981 have been foreclosed and ceased to exist as of the date of sale on September 22, 1980, at which time the successors in title to the mortgagors, Francis S. Key and Elizabeth M. Key, were divested of all right of redemption.

3. That the costs of the Motion and the proceedings thereon shall be taxed by Clerk and paid by the Substitute Trustees from the proceeds of any resale of the property.

*Wayne Carter*  
\_\_\_\_\_  
Judge

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*Date corrected  
11-2-81  
C.C.C.*

Distribution:

Original: Court File

Photocopies:

Jeffrey M. Frost, Esq.  
George W. Liebmann, Trustee  
Ralph E. Deitz, Esq.  
Claudia H. Tucker  
Mark S. Devan, Trustee  
William E. Tucker

ME

Centreville, Md. 9-28 19 81

**We Hereby Certify**

That the annexed advertisement of  
ORDER NISI

was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 1st day of October 19 81.

And that the first insertion of said ad-  
vertisement 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 Margie Summers

**ORDER NISI ON SALE  
JEFFREY M. FROST AND  
BERNARD H. KANSTOROOM**  
Plaintiffs

vs.

**FRANCIS S. KEY AND  
ELIZABETH M. KEY**  
Defendants

**In The Circuit Court  
for Queen Anne's County  
In Equity**

Cause No. 6718

ORDERED, this 31st day of August, 1981, that the sale of the real property, made and reported in this cause by Jeffrey M. Frost and Bernard H. Kanstoroom, Trustees, be ratified and confirmed, on or after the 1st 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 24th day of September, 1981.

The report states the amount of sales to be \$215,000.00 subject to a first trust of \$192,488.17.

Marguerite W. Mankin  
Clerk

TRUE COPY, TEST:  
By Betty M. Comegys  
Deputy Clerk

Filed August 21, 1981

RO-9-31-017

CLERK  
1981 NOV -6 AM 10:06  
QUEEN ANNE'S COUNTY

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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND

In Re: William and Deborah Sue Tucker  
Bankruptcy No. 81-2-0713-L

1981 NOV -9 11 9 24  
CLERK OF DISTRICT COURT  
QUEEN ANNE'S COUNTY

NOTICE OF SETTLEMENT

Notice is hereby given that the Trustee, George W. Liebmann, proposes to settle the issues raised by the Motion for Summary Declaratory Judgment filed on behalf of Jeffrey M. Frost, et al, substituted Trustees in the case of Jeffrey M. Frost, et al v. Francis S. Key, et al in the Circuit Court for Queen Anne's County, No. 6718 Chancery and the response of the Trustee thereto upon the following basis:

1. By a Motion for Summary Declaratory Judgment Jeffrey M. Frost, et al, Trustees to make foreclosure, have asked the Circuit Court for Queen Anne's County to declare that the interest of the debtor, among others, in the property known as Broadwater Farm, the subject of the foreclosure action in Queen Anne's County, ceased upon ratification of an earlier foreclosure sale prior to date of bankruptcy and that the claim of the undersigned as Trustee is limited to a claim against the surplus proceeds of the foreclosure sale. Prior to filing his answer and objection to the Motion for Summary Declaratory Judgment your Trustee was advised that the Trustees to make sale intended to assert before the Court Auditor in Queen Anne's County a claim for setoff against William E. Tucker based upon his asserted liability as a defaulting purchaser with respect to a prior sale of Broadwater Farm. By his answer in response the undersigned Trustee also denied the entitlement of the foreclosing mortgagee to interest against William E. Tucker's share of the surplus

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following date of bankruptcy.

2. By prior order of this court, Jeffrey M. Frost, et al Trustees, were granted the right to conduct a foreclosure sale of the debtor's interest in Broadwater Farm, such right being conditioned on the non-assertion in these proceedings of any claim founded upon a deficiency in the proceeds of sale.

3. Following a hearing in the Circuit Court for Queen Anne's County and before entry of judgment upon the substituted Trustees' Motion for Summary Declaratory Judgment the substituted Trustees and the undersigned as Trustee in Bankruptcy for William E. Tucker have entered into an agreement of settlement pursuant to which the undersigned as Trustee in Bankruptcy will withdraw his objections to the Motion for Summary Declaratory Judgment filed by the substituted Trustees in the foreclosure proceedings upon the following understandings recorded in a stipulation signed by the Trustees to make sale and the Trustee in Bankruptcy:

(1) The Trustees to make sale will abandon and will not assert any right of setoff based upon default of William E. Tucker as a purchaser at a prior foreclosure sale against the share of the Trustee in Bankruptcy in the surplus resulting from the recently conducted foreclosure sale.

(2) The Trustee in Bankruptcy will abandon any objection to the allowance to the mortgagees of interest to the date of sale.

(3) The Trustees to make sale will recommend to the court appointed auditor that no payments be made out of the surplus proceeds to holders of liens subordinate to the deed of trust foreclosed on with respect to the share of Mr. Tucker and his

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bankruptcy estate in the proceeds of sale, The holders of such subordinate liens to be satisfied to the extent of funds available by allowance of their secured claims in the Bankruptcy case.

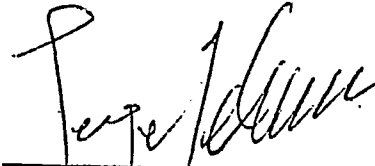
(4) The lien of the Internal Revenue Service and any liens created jointly by all previous owners of the property will be satisfied from the proceeds of the foreclosure sale.

(5) The valid costs and expenses of the foreclosure proceedings incurred and approved by the Circuit Court (not including any claim based upon default of William E. Tucker as purchaser at a prior sale) will be charged against the surplus proceeds in the State court foreclosure proceeding.

4. The Trustee believes that the proposed settlement is in the best interests of the estate. The Trustee believes that he possesses no tenable basis for resisting the allowance to the foreclosing secured creditor authorized to foreclose by this court of interest to the date of sale. The Trustee further believes that the estate will suffer no prejudice from entry of the Summary Declaratory Judgment requested by the Trustees to make sale since the stipulation recognizing the Trustee's rights to share in the surplus proceeds and foreclosing any claim based upon setoff against the Trustee's share of surplus proceeds adequately protects the interests of the estate. Failure to enter into the settlement would result in prolonged litigation which would be costly to the estate, which might result adversely to it thus permitting a claim based upon Mr. Tucker's default as a purchaser to be asserted against the surplus proceeds of sale, and would delay and possibly defeat consummation of a sale based upon the most recent foreclosure resulting in a favorable price

and benefit to the estate.

Creditors objecting to the above described settlement are to file such objections with the United States Bankruptcy Court, 101 W. Lombard Street, Baltimore, Maryland 21201 within twenty (20) days from the date of this notice. Should any such objections be filed a hearing will be held thereon with further notice. Creditors desiring further information with respect to these matters or any of them are to communicate with the undersigned.



---

George W. Liebmann  
The Keyser Building  
207 E. Redwood Street  
Baltimore, Maryland 21202  
752-5887

Dated: *November 5, 1981*

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10/28/81

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IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND  
SITTING AS A COURT OF EQUITY

JEFFREY M. FROST, Trustee, et al	:	
	:	
Petitioners	:	
	:	
v.	:	Equity No. 6718
	:	
FRANCIS S. KEY, et al	:	
	:	
Respondents	:	

AFFIDAVIT PURSUANT TO RULE W74 a. 2. (c)

Nelson C. Cohen, being duly sworn under oath, deposes and says that he is the attorney for the Trustees herein and that he mailed, return receipt requested, on August 7, 1981, a notice of the time, place and terms of sale to the Mortgagors as set forth below, which date was not earlier than twenty (20) days and not later than five (5) days before the date of the sale:

William D. Heim  
316 Burnside Street, Apt. 502  
Annapolis, Maryland 21403

Mrs. Laura Vahos  
3455 Wilkens Avenue  
Baltimore, Maryland 21229

Mr. Mario Vahos  
3455 Wilkens Avenue  
Baltimore, Maryland 21229

Ms. Claudia H. Tucker  
Broadwater Farm  
Coxes Neck State Road and  
Coxes Creek  
Kent Island  
Chester, Maryland 21619

Mr. William E. Tucker  
14 Medical Arts Building  
Read and Cathedral Streets  
Baltimore, Maryland 21201

Ms. Barbara Warfield  
P.O. Box 13  
Clarksville, Maryland

SEP 11 1981  
1981 SEP -9 11 9 25  
QUEEN ANNE'S COUNTY

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*[Handwritten Signature]*

Nelson C. Cohen

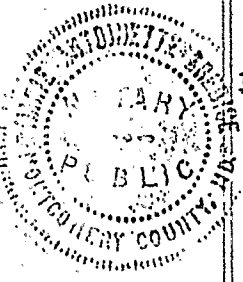
STATE OF MARYLAND  
:ss  
COUNTY OF MONTGOMERY

Subscribed and sworn to before me this 6 day of November

1981.

*Marie S. Budice*  
Notary Public

My Commission expires: 7/1/82



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IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY M. FROST  
and  
BERNARD H. KANSTOROOM  
Trustee

v.

EQUITY NO. 6718

FRANCIS S. KEY  
and  
ELIZABETH M. KEY  
Defendant

\*\*\*\*\*

CLERK OF COURT  
1981 DEC 16 11 02 AM  
QUEEN ANNE'S COUNTY

PETITION FOR PAYMENT OF RECORD OWNER  
FROM MORTGAGE FORECLOSURE SURPLUS

Barbara L. Warfield, by her attorney Brian G. West, hereby makes application, in accordance with Maryland Rule W75a, to have the surplus of the proceeds of the sale reported in the above action, after payment to the mortgagees of their claims and expenses, paid over to the said Barbara L. Warfield in satisfaction of her claim, and states as reasons therefore:

(1) That the above captioned matter is a proceeding for the foreclosure of a Second Deed of Trust on certain real estate located in the Fourth Election District of Queen Anne's County, Maryland, known as "Broadwater Farm" in which Claudia Tucker has a legal and equitable interest.

(2) Applicant believes that after payment to the trustees of their claim and expenses from the proceeds of sale and after payment to the Equitable Trust Bank, as first mortgagee, of its claims and expenses from the proceeds of sale, a surplus will remain for payment of claimants having an interest in "Broadwater Farm."

(3) Under and by the terms of (a) Deed, dated March 1, 1976 from Francis S. Key and Elizabeth M. Key to Claudia H. Tucker, William E. Tucker, Mario Vahos, and William D. Heim,

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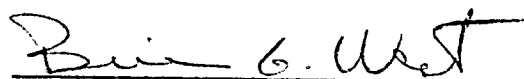
recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 102, Folio 211, (b) a Deed, dated March 5, 1979 from Mario Vahos to Claudia H. Tucker and Barbara L. Warfield recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 148, Folio 108, and (c) a Deed dated February 13, 1978 from William D. Heim to Claudia H. Tucker, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 167, Folio 619, Barbara Warfield has an interest in Broadwater Farms totalling eleven and three quarters percent (11-3/4%).

(4) That by virtue of the aforesaid title ownership, Barbara L. Warfield is entitled to payment of eleven and three quarters percent (11-3/4%) of the surplus proceeds from the sale of Broadwater Farms.

WHEREFORE, Applicant, Barbara L. Warfield prays, that this Court order:

(a) That eleven and three quarters percent (11-3/4%) of the surplus of the proceeds of the sale of Broadwater Farms, after payment to the trustees of the Second Deed of Trust and to the first mortgagee, the Equitable Trust Bank, be paid over to Barbara L. Warfield.

(b) And for such other and further relief as this cause may require.

  
Brian G. West  
905 Mercantile-Towson Building  
409 Washington Avenue  
Towson, Maryland 21204  
(301) 828-8580  
Attorney for Barbara L. Warfield

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Petition For Payment of Record Owner From Mortgage Foreclosure Surplus was mailed, first-class mail, postage prepaid this 14<sup>th</sup> day of December, 1981, to Claudia H. Tucker, Broadwater

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Trust Bank, which would be, if it were not for the judgment liens, payable to Claudia H. Tucker, be paid over to Barbara L. Warfield.

(b) That the Applicant be awarded the costs incurred in this action.

(c) And for such other and further relief as this cause may require.

*Brian G. West*

Brian G. West  
905 Mercantile-Towson Building  
409 Washington Avenue  
Towson, Maryland 21204  
(301) 828-8580  
Attorney for Barbara L. Warfield

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Petition For Payment of Judgment Creditor From Mortgage Foreclosure Surplus was mailed, first-class mail, postage prepaid this 14th day of December, 1981, to Claudia H. Tucker, Broadwater Farm, Chester, Maryland 21619; William E. Tucker, 14 Medical Arts Building, Reed & Cathedral Street, Baltimore, Maryland 21201; George Liebmann, Esquire, Suite 513, 207 East Redwood Street, Baltimore, Maryland 21202; David Bryan, Esquire, 111 Lawyers Row, Centreville, Maryland 21617, Ralph E. Dietz, Esquire, 9026 Liberty Road, Randallstown, Maryland 21133; Howard Rubenstein, 2 East Fayette Street, Baltimore, Maryland 21202; Laura Vahos, 2104 Cedar Circle Drive, Catonsville, Maryland 21228; Mario Vahos, St. Agnes Medical Center, Baltimore, Maryland 21229; Equitable Trust, Calvert & Fayette Streets, Baltimore, Maryland 21202; William D. Heim, 316 Burnside Street, Apt. 502, Annapolis, Maryland 21403; Robert M. Keats, Penthouse Six, 8401 Connecticut Avenue, Chevy Chase, Maryland 20015; Nelson C. Cohen, Esquire, 5454 Wisconsin Avenue, Suite 1400, Chevy Chase, Maryland 20015, and Barbara Foster,

Esquire, Whiteford, Taylor, Preston, Trimble and Johnston,  
2000 First Maryland Building, 25 South Charles Street, Baltimore,  
Maryland 21201.

Brian G. West  
Brian G. West

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IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY M. FROST

and

BERNARD H. KANSTOROOM

Trustee

v.

FRANCIS S. KEY

and

ELIZABETH M. KEY

Defendant

EQUITY NO. 6718

\*\*\*\*\*

PETITION FOR PAYMENT OF JUDGMENT CREDITOR FROM MORTGAGE FORECLOSURE SURPLUS

CLERK OF COURT  
MAY 15 1986  
QUEEN ANNE'S COUNTY

Barbara L. Warfield, by her attorney Brian G. West, hereby makes application, in accordance with Maryland Rule W75a, to have the surplus of the proceeds of the sale reported in the above action, after payment to the mortgagees of their claims and expenses, paid over to the said Barbara L. Warfield in satisfaction of her claim, and states as reasons therefore:

(1) That the above captioned matter is a proceeding for the foreclosure of a Second Deed of Trust on certain real estate located in the Fourth Election District of Queen Anne's County, Maryland, known as "Broadwater Farm" in which Claudia Tucker has a legal and equitable interest.

(2) Applicant believes that after payment to the trustees of their claim and expenses from the proceeds of sale and after payment to the Equitable Trust Bank, as first mortgagee, of its claims and expenses from the proceeds of sale, a surplus will remain for payment of claimants having an interest in "Broadwater Farm."

(3) Under and by the terms of (a) Deed, dated March 1, 1976 from Francis S. Key and Elizabeth M. Key to Claudia H. Tucker, William E. Tucker, Mario Vahos, and William D. Heim,

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recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 102, Folio 211, (b) a Deed, dated March 5, 1979 from Mario Vahos to Claudia H. Tucker and Barbara L. Warfield recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 148, Folio 108, and (c) a Deed dated February 13, 1978 from William D. Heim to Claudia H. Tucker, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 167, Folio 619, Claudia Tucker has interests totalling sixty-one and three quarters percent (61-3/4%) in Broadwater Farms.

(4) On or about July 18, 1981, a judgment by confession (the "judgment") was entered in favor of Barbara L. Warfield against Claudia H. Tucker and was recorded in the judgment records of Queen Anne's County. This judgment is in the amount of three hundred fifty-six thousand one hundred fifty-one dollars and forty-five cents (\$356,151.45), plus attorney's fees of seventeen thousand eight hundred seven dollars and fifty-seven cents (\$17,807.57) and costs of suit.

(5) That the judgment obtained by Barbara L. Warfield and recorded in the judgment records of Queen Anne's County constitutes a lien against Claudia H. Tucker's sixty-one and three quarters percent (61-3/4%) legal interest in Broadwater Farms.

(6) That there is due and owing on said judgment against Claudia H. Tucker the sum of three hundred fifty-six thousand one hundred fifty-one dollars and forty-five cents (\$356,151.45) plus attorney's fees, interest and costs.

(7) That by virtue of the aforesaid judgment, Barbara L. Warfield is entitled to payment of her claim from the surplus proceeds of the sale of Broadwater Farms.

WHEREFORE, Applicant, Barbara L. Warfield prays, that this Court order:

(a) That the surplus of the proceeds of the sale of Broadwater Farms, after payment to the trustees of the Second Deed of Trust and to the first mortgagee, the Equitable

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-2-

15 PAGE 487

Farm, Chester, Maryland 21619; William E. Tucker, 14 Medical Arts Building, Reed & Cathedral Street, Baltimore, Maryland 21201; George Liebmann, Esquire, Suite 513, 207 East Redwood Street, Baltimore, Maryland 21202; David Bryan, Esquire, 111 Lawyers Row, Centreville, Maryland 21617, Ralph E. Dietz, Esquire, 9026 Liberty Road, Randallstown, Maryland 21133; Howard Rubenstein, 2 East Fayette Street, Baltimore, Maryland 21202; Laura Vahos, 2104 Cedar Circle Drive, Catonsville, Maryland 21228; Mario Vahos, St. Agnes Medical Center, Baltimore, Maryland 21229; Equitable Trust, Calvert & Fayette Streets, Baltimore, Maryland 21202; William D. Heim, 316 Burnside Street, Apt. 502, Annapolis, Maryland 21403; Robert M. Keats, Penthouse Six, 8401 Connecticut Avenue, Chevy Chase, Maryland 20015; Nelson C. Cohen, Esquire, 5454 Wisconsin Avenue, Suite 1400, Chevy Chase, Maryland 20015, and Barbara Foster, Esquire, Whiteford, Taylor, Preston, Trimble and Johnston, 2000 First Maryland Building, 25 South Charles Street, Baltimore, Maryland 21201.

*Brian G. West*  
Brian G. West

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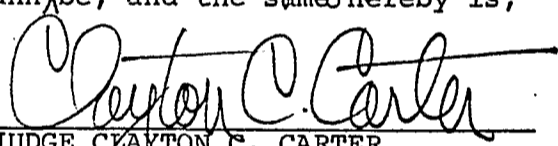
IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY M. FROST, ET AL \*  
Plaintiffs \*  
vs. \* Equity No. 6718  
FRANCIS S. KEY, ET AL \*  
Defendants \*  
\*  
\_\_\_\_\_ \*

ORDER

UPON CONSIDERATION of the Trustees' Response to Notice of Appeal, it having been shown that the Notice of Appeal was not timely filed, it is by this Court this 18th day of December, 1981,

ORDERED, DECREED and ADJUDGED that the Notice of Appeal filed herein by George Liebmann, <sup>Trustee in Bankruptcy for William E. Tucker,</sup> be, and the same hereby is, stricken.

  
\_\_\_\_\_  
JUDGE CLAYTON C. CARTER

DEC 21 1981  
QUEEN ANNE'S COUNTY

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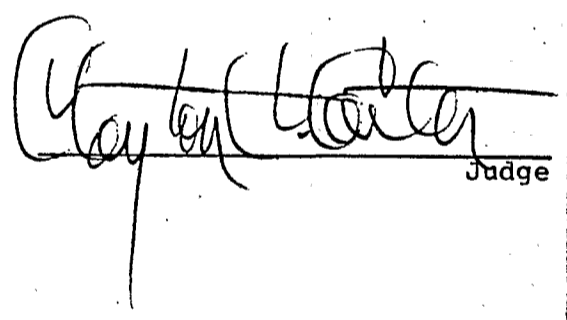
IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY COUNTY, MARYLAND  
Sitting as a Court of Equity

JEFFREY M. FROST and	)	
BERNARD H. KANSTOROOM	)	
	)	
Plaintiffs	)	
	)	
vs.	)	Equity No. 6718
	)	
FRANCIS S. KEY and	)	
ELIZABETH M. KEY	)	
	)	
Defendants	)	

ORDER OF RATIFICATION

ORDERED, this 13th day of January, 1982, 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 as required by the Order Nisi heretofore passed and  
published in said cause; and the trustees are allowed the usual  
commissions and such proper expenses as they shall produce  
vouchers for to the Auditor, to whom this cause is hereby  
referred.

ALL  
NOV 14 1982  
QUEEN ANNE'S COUNTY

  
Judge

Jeffrey M. Frost	*	In the Circuit Court
and	*	
Bernard H. Kanstoroom	*	For Queen Anne's County
Trustee	*	
Vs.	*	
Francis S. Key	*	Equity No. 6718
and	*	
Elizabeth M. Key	*	
Defendant	*	

PETITION FOR PAYMENT OF EXCESS PROCEEDS

Elroy G. Boyer, by his attorney G. Mitchell Mowell, hereby makes application under Maryland Rule W75a to have the surplus of the proceeds of the sale reported in the above action, after payment to the mortgagees of their claims and expenses, paid over to the said Elroy G. Boyer in satisfaction of his claims, states as reasons therefore:

1. Applicant is the judgment creditor of Claudia H. Tucker by virtue of those causes of action docketed in the Circuit Court for Queen Anne's County as Law No. 4374 and Law No. 4325.
2. The applicant has by virtue of these judgments, liens against the real estate described in this proceeding in the amounts of \$6,900.00 plus \$60.00 court costs and interest from February 23, 1981 in Law No. 4325 and \$5,381.63 plus \$60.00 costs and interest from October 13, 1981 in Law No. 4374.
3. Applicant believes that after payment to the trustees of their claim and expenses from the proceeds of sale and after payment to The Equitable Trust Bank, as first mortgagee, of its claims and expenses from the proceeds of sale, a surplus will remain.
4. Applicant avers that his judgment debtor Claudia H. Tucker, is entitled to 61½% of those proceeds.

WHEREFORE, Applicant prays that the surplus of the proceeds of the sale in this proceeding, which would be payable to the said Claudia H. Tucker, be paid over to Elroy G. Boyer, and for such other and further relief as the

LAW OFFICES OF  
 ELROY G. BOYER, P.A.  
 COURT STREET  
 CHESTERTOWN, MARYLAND 21620  
 (301) 778-1630

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nature of his cause may require.

*G. Mitchell Mowell*

G. Mitchell Mowell  
 Attorney for Elroy G. Boyer  
 107 Court Street, P.O. Box 480  
 Chestertown, Maryland 21620  
 Telephone: 778-1630

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 21<sup>st</sup> day of January, 1982, a copy of the foregoing Petition for Payment of Excess Proceeds was mailed to Brian G. West, Esq., 409 Washington Ave., Towson, Md. 21204, William F. Tucker, 14 Medical Arts Building, Read and Cathedral Streets, Baltimore, Md., 21201, Ralph Deitz, Esq., 9026 Liberty Road, Randallstown, Md. 21133, Nelson C. Cohen, Esq., 5454 Wisconsin Ave., Suite 1400, Chevy Chase, Md. 20015, Laura Vahos, 2104 Cedar Circle Drive, Catonsville, Md. 21228, Equitable Trust Company, Calvert and Fayette, Baltimore, Md. 21202, Claudia Tucker, Broadwater Farms, Chester, Md. 21619, Robert M. Verty, 8401 Connecticut Avenue, Chevy Chase, Md. 20014, Howard Rubenstein, Esq., 2 E Fayette Street, Baltimore, Md. 21202, William D. Heim, 316 Bermuda Street, Apt. 502, Annapolis, Md. 21403, and George W. Liebmann, Esq., Suite 513, 207 E. Redwood Street, Baltimore, Md. 21202.

*G. Mitchell Mowell*

G. Mitchell Mowell

DEPARTMENT OF THE TREASURY - INTERNAL REVENUE SERVICE  
**PROOF OF CLAIM FOR INTERNAL REVENUE TAXES**

IN THE Circuit COURT  
FOR THE Queen Anne County

IN THE MATTER OF:  
Jeffrey M. Frost & Bernard Kanstoroom  
Vs.  
Francis S. Key and Elizabeth M. Key  
6920 Donachie Road  
Baltimore, Maryland 21239

EQUITY  
DOCKET NO. 6718

TYPE OF PROCEEDING MORTGAGE FORECLOSURE

**CLAIM OF THE UNITED STATES**  
FOR INTERNAL REVENUE TAXES

AMENDMENT NO. 1 TO ORIGINAL PROOF OF CLAIM DATED 11/4/80

TAXPAYER'S IDENTIFYING NUMBER:  
Social Security No. 217-22-7962  
Employer Identification No. \_\_\_\_\_

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

1. William E. Tucker, Jr. is justly and truly indebted to the United States in the sum of \$19,710.43 with interest thereon as hereinafter stated

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

KIND OF TAX	PERIOD	AMOUNT DUE	DATE TAX LIEN FILED	ASSESSED
			<del>XXXXXX</del>	<del>XXXXXXXX</del>
INCOME (FORM 1040)	7812	\$13,357.53	2-14-80	11-26-79
Accrued Interest to 2/16/82		3,813.89		
Penalty		1,864.08		
INCOME (FORM 1040)	8012	594.49	PRIORITY CLAIM	
Accrued Interest to 2/16/82		55.43		
Penalty		25.01		
Total		<u>\$19,710.43</u>		

Plus interest and failure to pay penalties at the rate of interest as provided by Internal Revenue Code of 1954, Section 6621(a) and 6651(a)(2) from the due date of return until full payment is received.

CLERK OF COURT  
FEB - 2 AM 9:22  
QUEEN ANNE COUNTY

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

SUBSCRIBED AND SWORN TO BEFORE ME THIS  28th day of <u>January</u> 1982  <i>[Signature]</i> NOTARY PUBLIC	SIGNATURE <i>[Signature]</i>
	INTERNAL REVENUE SERVICE TITLE Special Procedures Advisor
ADDRESS P.O. Box 1076 Baltimore, Maryland 21203	

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IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY M. FROST, et al. :  
 Substitute Trustees :  
 v. : Chancery #6718  
 FRANCIS S. KEY, et al. :  
 : : : : :

ORDER

It appearing that there is a large surplus in the proceeds of the sale made and reported in this Cause; that a number of large claims have been filed herein; that it is uncertain which, if any, claims or portions of claims are the subject of dispute among the persons interested in such surplus (including persons claiming an interest in the equity of redemption as referred to in Maryland Rule W75 a); that the Auditor cannot prepare a meaningful report without hearing the various claims and objections which may be produced by such interested persons; and that it would be unnecessarily repetitious and costly for this Court to pass upon any exceptions which may be filed to the Auditor's Report without having the benefit of the matters submitted to and determined by him, it is this 12th day of April, 1982, by the Circuit Court for Queen Anne's County,

ORDERED as follows:

1. The papers in this proceeding are hereby referred to the auditor to state an account in accordance with Maryland Rule W74 e.

2. Prior to the preparation of his Account and/or Report, the Auditor shall conduct a hearing in accordance with the provisions of Maryland Rule 595.

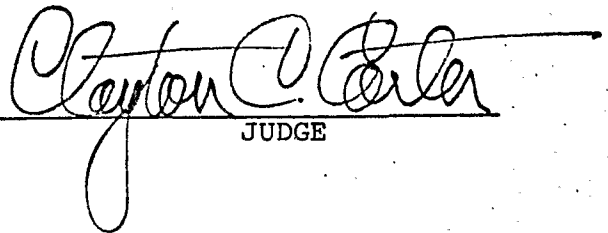
3. The Auditor shall take testimony at such hearing, to be reported to the Court as provided in Maryland Rule 595 f and for that purpose is hereby authorized to employ a competent stenographer, whose charges as approved by the Court shall be allowed as an expense in this proceeding.

4. At the time when the Auditor gives notice of such hearing, he shall include with such notice a copy of this Order.

RECEIVED  
 CLERK. CIRCUIT COURT

1982 APR 12 AM 10:17

QUEEN ANNE'S COUNTY

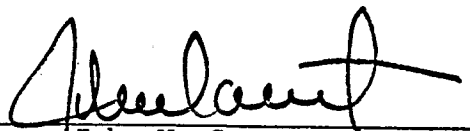
  
 JUDGE

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY M. FROST, et al. :  
Substitute Trustees :  
v. : Chancery #6718  
FRANCIS S. KEY, et al. :  
: : : : :

REQUEST FOR ADDITIONAL COMPENSATION

John W. Sause, Jr., Auditor, requests that the Court allow him additional compensation for the First Audit and Special Report about to be filed in this proceeding for the reason that in addition to the duties ordinarily involved in an audit he was required to review and evaluate the lengthy and complex material in this record to establish its relevance to the audit; to conduct a hearing in accordance with the Order passed on April 12, 1982; to prepare and send notices to interested persons; to prepare a preliminary summary of the matters at issue with respect to the audit; to evaluate the various exhibits submitted at and subsequent to the hearing; to undertake extensive legal research of the allowance of certain commissions, expenses, fees and claims; to make calculations based upon proportional interests with respect to claims found to be allowable; and to prepare a Special Report detailing the legal and factual bases for the allowance or non-allowance of various items in the First Audit. He certifies that more than 60 hours have been expended by him with respect to this proceeding.

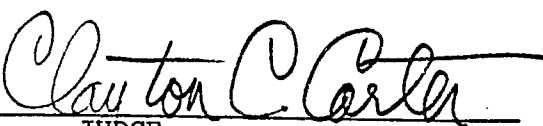
  
\_\_\_\_\_  
John W. Sause, Jr.  
Auditor

ORDER

The foregoing Request having been read and considered, and it appearing that the Auditor has performed duties other than the customary and usual duties performed in an audit, it is this 15<sup>th</sup> day of September, 1982, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of \$4500.00, together with out of pocket traveling and other expenses allowed by Second Circuit Rule 12 b, such fee and expenses to be paid from funds of the estate, subject to the right of any interested person to file exceptions to this allowance in the manner provided by Maryland Rule 595 g.

1982 SEP 16 PM 4:30

  
\_\_\_\_\_  
JUDGE

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY M. FROST, et al.	:	
Substitute Trustees	:	
v.	:	Chancery #6718
FRANCIS S. KEY, et al.	:	
:	:	:
:	:	:

AUDITOR'S FIRST ACCOUNT

<b>PROCEEDS OF FORECLOSURE SALES</b>		
Sale #1: Deposit forfeited	\$	5,000.00
Sale #2: Not ratified		
Sale #3: Sale Price		215,000.00
Interest on \$190,000.00		
8/18/81 - 2/3/82		
169 days at \$46.85		7,917.65
1980/81 real property taxes		
& cost of redemption		
from tax sale		2,538.97-
1981/82 real property taxes		
7/1/81 - 8/18/81		290.31-
Error in computation		<u>3.54</u>
<b>GROSS AMOUNT AVAILABLE FOR DISTRIBUTION</b>		<b>\$ 225,091.91</b>
<b>EXPENSES OF SALES</b>		
Court costs	\$	706.50
Advertising		
Notices of sale	2,362.99	
Reports of sale	169.77	
Bond premiums	2,152.00	
Auctioneer's fees		
Sale #1 (maximum)	200.00	
Sale #2 (as requested)	100.00	
Sale #3 (per Order)	4,560.00	
Certified mail	<u>32.00</u>	\$ 10,283.26
<b>AUDITOR'S FEE AND COSTS</b>		
Fee for audit, per Order	\$ 4,500.00	
Stenographer	115.00	
Postage & xerox	<u>56.64</u>	4,671.64
<b>COMMISSIONS PAYABLE TO TRUSTEES</b>		
Sale #1	\$ 250.00	
Sale #2 (waived)		
Sale #3	<u>10,750.00</u>	11,000.00
ATTORNEY FEE, allowed by Deed of Trust	<u>16,651.80</u>	<u>42,606.70-</u>
<b>NET AMOUNT AVAILABLE FOR DISTRIBUTION</b>		<b>182,485.21</b>
<b>INDEBTEDNESS DUE UNDER DEED OF TRUST</b>		
Principal, per Statement of Debt	\$ 25,000.00	
Interest, per Statement of Claim		
2/28/78 to 2/28/79	2,250.00	
2/28/79 to 2/28/80	2,452.50	
2/28/80 to 7/28/80 (150 days)	1,098.00	
Interest to 60 days after first sale		
7/28/80 to 11/21/80 (116 days)	<u>849.12</u>	
<b>TOTAL DUE UNDER DEED OF TRUST</b>		
TO BE DISTRIBUTED TO CONSTRUCTION GROUP, INC.		<u>31,649.62-</u>
<b>AVAILABLE FOR DISTRIBUTION TO PERSONS</b>		
INTERESTED IN EQUITY OF REDEMPTION		<b>\$ 150,835.59</b>



DISTRIBUTION OF SURPLUS

Barbara L. Warfield (11.75% of the surplus)

- A. To be distributed to Barbara L. Warfield, no claims having been filed against this interest; the tentative amount to be increased by 11.75% of any interest earned on funds invested by the Trustees to the time of distribution

Tentative distribution

\$ 17,723.18

William E. Tucker (26.5% of the surplus)

- A. To be distributed to the Internal Revenue Service, per claim of first priority filed and allowed, the tentative amount to be increased by the amount of interest and penalty accruing from 2/16/82:

Tentative distribution

\$ 19,710.43

- B. To be distributed to the following claimants, on the basis stated in the Special Report filed herewith:

C. W. Amos & Co.

321.25

James W. Yates, Esquire

209.13

- C. The balance of the William E. Tucker surplus to be distributed as follows, per claims of equal priority filed and allowed, the tentative amounts to be adjusted at the time of actual distribution in the following manner:

(1) by increasing the tentative amounts of the claims by the interest accruing on them on and after 9/1/82 at the per diem rates hereafter indicated;

(2) by increasing the balance of the William E. Tucker surplus available for distribution under this Item C by 26.5% of any interest earned on funds invested by the Trustees to the time of distribution;

(3) by decreasing the balance of the William E. Tucker surplus available for distribution under this Item C by so much of the amount paid to the Internal Revenue Service as exceeds the tentative amount set forth in Item A; and

(4) by fixing the amount distributable to each claimant at the hereafter stated percentages of the adjusted surplus balance available for distribution under this Item C:

## Mario Vahos

Amount of lien	\$ 11,553.47
Interest to 9/1/82	<u>2,662.65</u>
Tentative amount of claim	\$ 14,216.12

Plus interest at the rate of  
\$3.165 per day from 9/1/82

## Tentative distribution:

65.75% of surplus available	12,972.88
-----------------------------	-----------

## William D. Heim

Amount of lien	\$ 6,103.59
Interest to 9/1/82	<u>1,302.97</u>
Tentative amount of claim	\$ 7,406.56

Plus interest at the rate of  
\$1.672 per day from 9/1/82

## Tentative distribution:

34.25% of surplus available	<u>6,757.74</u>	39,971.43
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Claudia H. Tucker (61.75% of the surplus)

- A. To be distributed to William D. Heim, per claim of first priority filed and allowed, the tentative amount shown to be increased at the time of actual distribution by: (1) the amount of interest payable with respect to such claim on and after 9/1/82, at the per diem rate hereafter set forth, and (2) the amount by which the claim found to be due by William E. Tucker (including interest) exceeds the amount actually distributed to claimant from that surplus:

Amount of lien	\$ 6,103.59
Interest to 9/1/82	<u>1,302.97</u>
Tentative amount of claim	\$ 7,406.56 *

\* Plus interest at  
the rate of \$1.672  
per day from 9/1/82

Tentative amount of principal & interest unpaid from William E. Tucker surplus	<u>648.82</u>
--------------------------------------------------------------------------------------------	---------------

Tentative amount of claim	\$ 8,055.38
------------------------------	-------------

Tentative distribution	\$ 8,055.38
------------------------	-------------

- B. Tentative balance to be held by Trustees pending determination by the Court of the status of the purported lien obtained by Barbara L. Warfield in Law 4623
- |                             |                  |                  |
|-----------------------------|------------------|------------------|
|                             | <u>85,085.60</u> | <u>93,140.98</u> |
| TOTAL SURPLUS ACCOUNTED FOR |                  | \$ 150,835.59    |

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY M. FROST, et al. :  
Substitute Trustees :  
v. : Chancery #6718  
FRANCIS S. KEY, et al. :  
: : : : :

SPECIAL REPORT OF AUDITOR

In accordance with the Court's Order of April 12, 1982 (R.283), notice of a hearing under Maryland Rule 595 was given on April 19, 1982, to the Substitute Trustees, the persons whose obligation was secured by the subject Deed of Trust, the persons whom the record indicated were then serving as trustees in bankruptcy for two of those persons, those who had filed claims in the proceeding and/or their respective counsel of record. Included with the notice was a detailed summary of the Trustees' Suggested Accounts and vouchers, as well as the claims filed with respect to surplus. Copies of the notice, summary and a list of the persons notified were filed herein on April 19th (R.284).

On May 1, 1982, the Auditor received a copy of a letter from George W. Liebman, Esquire, to Hal I. Lackey, Esquire, indicating that the latter had become "the Chapter 13 Trustee of William Tucker." Although neither appeared at the hearing, Mr. Lackey's name has been added to those receiving a copy of this Audit and Report.

The following were present and/or represented by counsel at the hearing:

Jeffrey M. Frost, Esquire, one of the Substitute Trustees  
William D. Heim, with whom was Mareen L. Duvall, Jr., Esquire, his attorney  
Claudia H. Tucker  
William E. Tucker, with whom was Mark Devan, Esquire, his attorney  
Kenneth E. Conklin, Esquire, representing Mario Vahos  
Brian G. West, Esquire, representing Barbara G. Warfield  
David C. Bryan, claimant  
Barbara Hull Foster, Esquire, representing Charles G. Knott, Sr., claimant, with whom was Charles G. Knott, Jr.  
G. Mitchell Mowell, Esquire, representing Elroy G. Boyer, Esquire, claimant  
James W. Yates, Esquire, as claimant and representing C. W. Amos & Company, claimant

Also present were the Chief Deputy Clerk of this Court and the Court's regular Reporter, who stenographically recorded all of the proceedings.

At the hearing there was virtually no controversy with respect to a large number of the elements of the audit, and after the hearing there was some informal indication that some of the objections which were made would not be pursued. As to several objections, the matter in dispute turned upon legal, rather than factual matters. For those

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reasons, and because it seems that at least some distribution can be made without any controversy at all, those present at the hearing agreed that the proceedings would not be transcribed until such time as exceptions may be filed and the Court and those interested in the exceptions can determine the portions which are germane to the issues then presented.

There was similar agreement that four of the exhibits introduced, all being the files of this Court, could be returned to their regular places in the Clerk's office rather than kept in these proceedings. The other exhibits have been filed as required by Maryland Rule 580 n. The following is a list of the Exhibits (hereafter identified as "HE."):

- 1 Trustees' Suggested Accounts
  - A Sale of September 22, 1980
  - B Sale of February 26, 1981
  - C Sale of August 18, 1981
- 2 Copy of Settlement Statement between Trustees and purchaser at third sale
- 3 Copy of August 20, 1981, statement of Michael Fox, Auctioneer
  - A Invoice of Baltimore Sunpapers
- 4 Computer listing of time charges by attorneys for Trustees
- 5 Law #4042 (entire file)
- 6 Chancery #6043 (entire files)
- 7 Law #4259 (entire file)
- 8 Certified copy of letter of Brian G. West, Esquire, dated July 11, 1980
- 9 Verification of Claim of Barbara L. Warfield and Statement of Balance Due
- 10 Affidavit of Charles A. Knott, Jr.
- 11 Law #4269 (entire file)

Subsequent to my request at the hearing, the Trustees have furnished invoices for their bond premiums and statements regarding the payment of attorney fees in connection with Law #4042 (HE.5). These are included with the hearing exhibits for review by the Court and interested parties.

The following comments deal with the specific elements of the First Account filed herewith, the existence of any controversy regarding them, and the manner in which such has been treated in the Account, with a prefatory statement of the background of the matters presented.

#### BACKGROUND

On February 9, 1973, Francis S. Key and Elizabeth M. Key executed a Deed by which 101.8 acres on Kent Island, known as "Broadwater Farm", were conveyed to trustees to secure a promissory note in the principal sum of \$25,000.00 given by the Keys to Homer Gudelsky on that date (R.2). The note was payable in 2 years and bore interest at the rate of 9% (R.77).

On February 27, 1976, the Keys conveyed Broadwater Farm to William E. Tucker, Claudia H. Tucker, Mario Vahos, and William D. Heim. In separate instruments executed on the same date: (1) Gudelsky and the trustees subordinated the 1973 Deed of Trust to a deed of trust securing a loan made to the purchasers by Equitable Trust Company and (2) in a "Modification of Deed of Trust Note and Deed of Trust", the new owners of Broadwater Farm (together with Laura Vahos) became co-obligors with the Keys under the instruments of February 9, 1973 (R.65). In the Modification, the term of the Note was extended to February 28, 1980, and changes were made in the provisions of the Deed of Trust relating to the effect of a default by the obligors; but

apart from the changes here noted, it was expressly provided that "all of the terms, covenants and conditions of the Note and the Deed of Trust are hereby ratified and confirmed" (R.67).

Soon thereafter the new owners became involved in a number of intramural disputes, resulting in proceedings on the equity, law and criminal sides of this Court. For a chronicle of some of those collateral events, see the Memorandum filed by Judge K. Thomas Everngam in Chancery #6043 (here filed at R.203-209).

By the end of 1979, (1) Claudia Tucker and Barbara L. Warfield had acquired the Vahos interest as joint tenants; (2) Claudia Tucker had acquired the Heim interest; and (3) the original tenants by the entirety interests of William and Claudia Tucker had been converted into a tenancy in common by their divorce on August 1, 1979. There was no dispute at the hearing before me that, at the time of the foreclosure, ownership of the equity of redemption of Broadwater Farm was held: as to an 11-3/4% interest, by Barbara Warfield; as to a 26-1/2% interest, by William E. Tucker; and as to the remaining 61-3/4% interest, by Claudia H. Tucker.

On August 18, 1978, judgment was confessed on the Note in the Superior Court of Baltimore City for \$26,041.78, plus attorney's fees of \$2,604.18 and costs. A copy of the docket entries was recorded in Queen Anne's County on August 25, 1978, as Law #4042 (HE.5). On May 6, 1980, the Clerk issued a writ of fieri facias against the interests of William and Claudia Tucker in Broadwater Farm, which was returned by the Sheriff on May 15, 1980 (HE.5).

In July 1980, Gudelsky assigned the Note to Construction Group, Inc. (R.77). The date of this transaction does not appear in the proceedings, but was supplied by the Trustees following the hearing. On July 25, 1980, Construction Group, Inc., exercised its right to substitute Jeffrey M. Frost and Bernard H. Kanstoroom in the place of the trustees named in the Deed of Trust (R.7). On August 6, 1980, the Substitute Trustees instituted this proceeding under the power of sale contained in the Deed of Trust.

#### Sale #1

A Report of Sale filed on October 6, 1980, indicated that the property had been sold at auction on September 22, 1980, to "William E. Tucker, agent for Broadwater Enterprises" for \$269,000.00 "subject to a first deed of trust in the amount of \$184,823.02" (R.14). A supplementary document indicated receipt of a deposit of \$5,000.00 (R.18). After a delay caused at least in part by exceptions which were withdrawn after the Substitute Trustees filed additional documentation (R.30,38-70,77,78), the sale was ratified on January 12, 1981 (R.79).

Shortly thereafter, on February 5th, the Substitute Trustees revealed to the Court that the reported purchaser had "defaulted and did not settle on the sale of the property as required, and further, advised the Trustees that it [sic] was unable to settle in accordance with the terms of the foreclosure sale" (R.80). On February 20, 1981, the Court authorized resale of the property "at the risk and expense of the defaulting purchaser" (R.88).

#### Sale #2

A second Report of Sale, filed on March 23, 1981, indicated that at an auction held on February 26th, the assignee of the Note here involved, Construction Group, Inc., had submitted the high bid of \$230,000.00 and that in

the opinion of the Substitute Trustees "the sale was fairly made and . . . the property brought a fair price" (R.106). William E. Tucker, reciting that "he is the reported purchaser at the sale made . . . on September 22, 1980, and . . . owner of a 26.5 percent interest in the real estate being sold", filed exceptions (R.114), supported by affidavits of 3 persons who had attended the February 26th auction (R.116-119). Exceptions were also filed by Claudia H. Tucker (R.121). Before any ruling on the exceptions, the Substitute Trustees amended the opinion which they had given in the original Report to read that "although the sale was fairly made, upon subsequently learned information, they believe that the property brought an unconscionably low price compared to its fair market value" (R.141).

#### Sale #3

On July 27, 1981, the Substitute Trustees filed an "Application For Resale of Property At Risk and Expense of Defaulting Purchaser" (R.148). It was there revealed (1) that William E. Tucker had filed bankruptcy proceedings and (2) that on June 2, 1981, the Bankruptcy Court had entered an Order among other things modifying the temporary stay provided in §362 of the Bankruptcy Act to permit a second resale of Broadwater Farm (R.153). Construction Group, Inc., as high bidder at the second auction, filed its consent to a resale (R.160). On July 28, 1981, this Court authorized a third sale "at the risk and expense of the defaulting purchaser, William E. Tucker" (R.161).

In a subsequent pleading, Claudia Tucker indicated that she, too, had filed bankruptcy (R.169). In a hearing before this Court, she indicated that this took place on June 23, 1981 (R.240). Her objections to the resale were stricken by this Court on August 31, 1981 (R.200).

On August 3, 1981, in an apparent effort to clarify the status of the bankrupt William and Claudia Tucker, and the relevance of the Bankruptcy Act to this proceeding, the Trustees filed a "Motion For Summary Declaratory Judgment" by which the Court was asked to rule "that as a matter of law all rights, title and interest of all the former owners and mortgagors in and to the real property which is the subject of this proceeding have been foreclosed by this Court's ratification of the sale of said property" (R.162). After hearing, this Court granted the Motion for reasons set forth in an extensive opinion (R.239-255). An appeal filed by William Tucker's bankruptcy trustee (R.264) was stricken, "it having been shown that the Notice of Appeal was not timely filed" (R.275).

In the meantime, on August 31st, the Substitute Trustees had reported that the third auction, held on August 18, 1981, had produced a high bid of \$215,000.00 "subject to a first trust of \$192,488.17" (R.188). Supplementary documents indicated the high bidder to be Roberto Garcia (R.191, 193, 194) and receipt of a deposit of \$25,000.00 (R.191, 193). Exceptions to this sale were filed by the purchaser (R.227) and subsequently withdrawn (R.278). The sale was ratified on January 13, 1982 (R.279). In the Suggested Account furnished in accordance with Second Circuit Rule 12, the Substitute Trustees indicate that settlement was made with Garcia on February 3, 1982 (HE.1C).

DETERMINATIONS REGARDING  
RECEIPTS, EXPENSES & NOTE INDEBTEDNESS

The following is a summary of the determinations made with respect to receipts of Trustees, allowable expenses and the amount due the holder of the Note secured by the subject Deed of Trust.

Amount received

This amount consists of the deposit received in the first sale, the amount of the third sale, and interest on the unpaid part of the latter. Deduction of taxes has been allowed in accordance with the terms of the advertisement of sale (R.191) and Paragraph 7 of the Deed of Trust (R.4).

In addition, the Substitute Trustees indicate that "as of 4/30/82, we maintained \$147,294.73 in an interest-bearing account at Friendship Savings & Loan Association, bearing interest at the rate of 7%"; "on February 16, 1982, a disbursement was made to Construction Group, Inc. . . . in the amount of \$37,634.06, in order to stop the interest running on the note" subject to "an agreement that if this amount exceeds to total amount due, the difference will be returned"; and "the balance of the funds collected, less expenses paid, are maintained in a non-interest bearing checking account." The amount of proceeds shown in the Audit does not reflect interest on the Friendship Savings account; but such interest is treated in the distribution.

Expenses of sales

The expenses listed in the Audit are not remarkable and generated little comment at the hearing. Except as to auctioneer's fees, the costs of all three sales have been stated as aggregate figures and are allowable, notwithstanding that the first two sales were not consummated. See, Griffith v. Dale, 109 Md. 697, 700; Real Est. Trust Co. v. Union Trust Co., 102 Md. 41, 45. Nevertheless, the bulk of these charges is attributable to the third sale (for example, \$1,866.19 of the advertising costs were incurred with respect to that sale).

Auctioneer's fees are controlled by Second Circuit Rule BR8, which limits such fees to "one-fourth of one percent on the gross sale price", with a maximum of \$200.00, "subject to increase by Court order for good cause shown." Such an Order was passed here with respect to the third sale (R.197,220), "Subject to exceptions being filed to this allowance in the audit." The Substitute Trustees also claim an auctioneer's fee of \$1,000.00 for the first sale (HE.1A) and \$100.00 for the second sale (HE.1B). Since the claim for the first sale exceeds the allowable maximum and in the absence of any order allowing such amount, distribution is limited to the maximum established by the Rule.

Audit expenses

The Auditor's fee is established by Order dated September 15, 1982, subject to exceptions filed to the Audit. The Circuit Court Reporter has been allowed her regular per diem fee for attending and recording proceedings.

Trustees' commissions

Commissions are not payable in the absence of a binding provision in a mortgage or deed of trust covering their payment; and, when present, such provisions are very strictly construed. Lakrest Dev. Co. v. Eisele, 258 Md. 45, 48-50. The applicable provision in the subject Deed of

Trust is that in Paragraph 7 (R.3) which contains the power of sale and directs that from the proceeds of sale the trustees are "FIRST, to pay all proper costs and charges . . . incurred in and about the protection and execution of this trust . . . and to retain as compensation a commission of five percent (5%) of the amount of said sale or sales" (R.7).

In their Suggested Accounts (HE.1), the Substitute Trustees sought a total allowance of \$43,776.18 under this provision. The figures are stated separately with respect to the first and third sales (commissions on the second sale being waived) and were computed by taking the amount brought at the sale, adding to it the amount due on the senior mortgage on the day of sale and the interest which accrued on that mortgage between the sale and the settlement date (or, in the case of the first sale, an attempted settlement date). On that basis, and applying the 5% commission rate provided in the Deed of Trust, the Trustees correctly computed commissions of \$22,993.61 on the first sale and \$20,782.57 on the third sale.

At the outset of the hearing, Jeffrey Frost representing the Trustees indicated that the commissions had been improperly computed in that they should have been based only on the prices actually bid at the auction sales (\$269,000.00 and \$215,000.00). At 5%, commissions would be \$13,450.00 for the first sale and \$10,750.00 for the third sale. However, it is believed that the commissions are still overstated as to the first sale.

In McCullough v. Pierce, 55 Md. 540, 546, the Court of Appeals held that "In a case . . . where only a small portion of the purchase money under the first sale has been received by the trustee, and a re-sale has become necessary by reason of the default of the purchaser, which has resulted in a loss to the mortgagee, the rule . . . is, to allow the trustee commissions only on the sum actually received by him on account of the first sale, and also commissions on the whole amount of the re-sale."

The matter rests at least in part upon policies discussed at 547:

Any other rule would operate unjustly, and would offer a temptation to trustees to make sales to irresponsible bidders, at extravagant prices without any reasonable expectation that the terms of sale will be complied with, if commissions were to be allowed upon the whole price at which every sale may be made and reported, without regard to the amount realized therefrom. In this case there is no imputation upon the conduct of the trustee in this respect, the first sale made by him, was made in good faith, to a party believed to be a bona fide purchaser; and the only fault or omission of duty that can be ascribed to the trustee is his failure to 'exact a prompt compliance with the terms of the sale, or to require security from the purchaser for his compliance therewith, before the sale was ratified.'

In addition, mention may be made of the fact that through their power to establish the amount of the deposit, trustees themselves have almost sole control of the amount upon which their compensation will be based in the event of a default (the deposit here was raised to \$25,000.00 in the second and third sales); and sight should not be lost of the fact that this power to establish the deposit also involves the amount available on default to the lender and others interested in the property.



It is true that in the instant case, although the amount produced at the last sale was less than in the first sale, such has not "resulted in a loss to the mortgagee", albeit the third sale price was some \$54,000.00 less than the high bid at the first sale. At least there was no loss of principal, although as will be seen there has been a loss of interest to the lender by reason of the fact that the allowable period for collecting interest terminated 60 days after the first sale. In any event, that McCullough does not rest upon the degree of loss to the secured party is made clear by an examination of the underlying policies enunciated there by the Court and their application in two later cases.

In Melvin v. Aldridge, 81 Md. 650, 659, the Court quoted McCullough as controlling its holding that commissions were not allowable in an installment sale except as the installments were actually received. In Lakrest Dev., supra, the trustees claimed partial commissions with respect to a sale which had been postponed at the request of the mortgagor and cited a provision in the controlling instrument which allowed "one-half of the commission . . . computed on the amount of the debt hereby secured" in the event that "the property . . . shall be advertised hereunder and not sold." Quoting the reasons given for the rule announced in McCullough, the Court held that "entitlement to one-half commissions is conditioned on a failure to make the sale . . . and not on the number of sale dates which may have been advertised." 258 Md. at 49-50.

For those reasons, commissions have been allowed only to the extent of \$250.00 with respect to the first sale, i.e. "the sum actually received" (\$5,000.00) at the stipulated rate of 5%.

(A corollary to the McCullough rule is that "The first purchaser remains liable for the loss on the re-sale, and the expenses attending the same, and if the trustee shall collect the same he will be entitled to commissions on the sum so collected." 55 Md. at 546. At the hearing, only one claimant urged that the Trustees take action against the defaulting purchaser at the first sale; and Mr. Frost indicated that he would not do so in the absence of the express direction of the Court. For those reasons and because of the unlikelihood that such would be meaningful in light of Mr. Tucker's subsequent bankruptcy, it was felt that an accounting of his obligation would impose an unnecessary burden upon the fund available for distribution.)

#### Attorney fee

In the absence of express permission in the security instrument, attorney fees are not payable from the proceeds of a foreclosure sale. Griffith v. Dale, 109 Md. 697, 700. But, where such provision is present, there is no objection to the payment of such fees on the ground that they are payable to a firm of which the person making the sale is a member, unless the attorney is also the secured party, Weiner v. Swales, 217 Md. 123, 126; Gaither v. Tolson, 84 Md. 637, 642. The provision in the subject Deed of Trust expressly includes "expenses and attorney's fees incurred by the Trustee or the holder of said note with respect to this trust" (R.3).

In the instant case, a detailed account of the time spent by attorneys was made available prior to the hearing (R.284) and was introduced at the hearing (HE.4). The Trustees not only "allocated [hours of time expended] among [the] three sales based upon the date when the services were rendered" but asserted without contradiction that "although the usual hourly rate charged by the attorneys is in excess of \$100, but the attorneys have agreed that all

hours worked are to be charged at the rate of \$60 per hour" (HE.1).

It might be that putting a fine pencil to the many, many entries in HE.4 would result in an allocation of some of these charges to services rendered in discharge of the fiduciary office of Messrs. Frost and Kastoroom, rather than as attorneys. Compare, Gaither, supra, 84 Md. at 640. Cf. Estates Article, §7-602 (c). On the other hand, it might well be said that any such overlapping charges are adequately offset by the reduced fee sought by the attorneys.

Against that background, because there was no objection made at the hearing to the amount requested for these attorney fees (despite adequate opportunity to do so), and because even a cursory examination of the file indicates the myriad legal problems which arose and were most completely dealt with during the proceeding, fees have been allowed to the firm of Levitan, Ezria, West & Kerxton, in the full amount requested in the suggested accounts.

Amount payable to noteholder

The Statement of Debt reflects a balance of \$33,420.53, as of July 28, 1980 (R.10). This consists of the original principal amount of the Note (\$25,000.00); interest at 9% for the year ending February 28, 1979 (\$2,250.00); compound interest at 9% for the year ending February 28, 1980 (\$2,452.50); \$1,113.85 compound interest for the 150 days between the latter date and July 28, 1980; and "Legal Fees to July 1, 1980," of \$2,604.18. Compounding of the interest is specifically authorized by the Note (R.77) and Modification (R.66). See, Banks v. McClellan, 74 Md. 62, 82. The Trustees' calculation to July 28, 1980, is accepted, except that the per diem rate for the 150 days is \$7.32.

Under the provisions of §7-105 (d) of the Real Property Article, "interest provided in a mortgage or deed of trust is payable for the time period provided in paragraph (2) of this subsection or until the audit of the sale is ratified, whichever occurs first." In Queen Anne's County, "the time period following sale is . . . 60 days . . ." The Substitute Trustees have claimed interest to February 3, 1982, the date of their settlement with Garcia (HE.2), which is clearly beyond any period contemplated by the statute.

There is of course a question of whether the "sale" of which the statute speaks is the first sale, under which the purchaser defaulted, or the third sale which was consummated by payment of the ratified price and transfer of the property to the purchaser. The point, it seems to me, is that by operation of the statute interest ceased 60 days after the sale made by the Substitute Trustees on September 22, 1980. That sale was subsequently ratified by the Court, thus for many purposes relating back and confirming title as of the date of the auction. See the Court's Opinion in the summary judgment matter (R.239-255). By way of distinction, the second auction did not result in a "sale", because it was never ratified.

If allowance is to be made of interest after the first purchaser defaulted, such must rest upon some theory by which the Order directing resale started anew the running of interest as of the date when the statute had already terminated it. Certainly nothing in the statute infers that the Court had such authority.

Moreover, aside from the plain fact that there is nothing in the record to indicate that the Court affirmatively took (or was requested to take) such action, it is

plain that such would be contrary to the theory upon which the matter has proceeded since the default. In both their first (R.83) and second (R.148) requests for resale, the Substitute Trustees sought not to avoid the first sale in any respect but to resell the property at the risk of the first purchaser; and the Court in both instances specifically embodied those requests in its Orders (R.88,161).

The situation of the lender with respect to interest is therefore not dissimilar to that of the Trustees with respect to their commissions. It may well be that the lender would have a right to collect from the defaulting purchaser the amount of interest of which the statute and the purchaser's default deprived him, as has been seen the Substitute Trustees have the right to do with respect to their lost commissions. But, it is difficult to see how the rather plain language of the statute, which runs in favor of the debtor and others claiming an interest in the equity of redemption, can be nullified by the act of a defaulting purchaser.

Interest has been calculated and allowed only for the period beginning with the final date covered by the Statement of Debt and ending 60 days after the first sale.

On August 18, 1978, the original holder of the underlying Promissory Note obtained judgment on the Note in the Superior Court of Baltimore City. This judgment included \$26,041.78 in favor of the Plaintiff and attorney's fee of \$2,604.18, and was recorded by the Clerk of this Court on August 25, 1978, as Law 4042 (HE.5). An additional copy of the Superior Court docket entries, recorded in Queen Anne's County on May 5, 1980, indicated that motions to vacate the judgment had been denied by the Superior Court on March 31, 1980. On May 6, 1980, Mr. Gudelsky, through counsel other than those representing the present Trustees, ordered issuance of a writ of fieri facias against the interest of William E. Tucker and Claudia H. Tucker "in and to property located in Queen Anne's County." The Sheriff's return filed May 16, 1980, reported levy upon Broadwater Farm.

In documents submitted after the hearing, the Trustees indicate that at the time when the Note which the Deed of Trust secures was assigned by Mr. Gudelsky to Construction Group, Inc., in July 1980, the following amounts were paid by the latter:

\$26,041.78	- Judgment
2,952.00	- Post Judgment Interest at 6% from 8/18/78
2,604.18	- Attorneys' fees
107.00	- Costs
40.00	- Filing Fees, Fe Fas

\$31,744.96 - Total

The Trustees claim that the \$2,604.18 "Attorneys' fees" are payable to the holder of the Note from the proceeds of the foreclosure sale.

The original Note provides inter alia (R.77):

The maker or makers . . . agree to pay 10% for collection, and authorize any attorney of record to appear in any Court, or before any Justice of the Peace, and confess judgment thereon after maturity, or default . . . .

The Modification made no change in this provision (R.65).

The Deed of Trust makes several references to attorneys' fees. In the paragraph establishing the general terms of the trust, it is provided that the trust is to be terminated upon full payment of "all moneys advanced or expended as provided for in said promissory note or as herein provided, and all other costs, attorney's fees, charges, commissions, and expenses, at any time before the sale herein provided" (R.3). In Paragraph 1 of the specific undertakings of the Grantors in the Deed of Trust, they are obligated to pay the principal indebtedness, charges against the property, "and all other sums which are required to be paid . . . under the terms of said promissory note or this Deed of Trust, including costs, expenses and attorney's fees incurred by the Trustees or the holder of said note with respect to this trust, the said note or the land and premises herein described . . ." (R.3). In Paragraph 7, relating to the distribution of funds realized at a foreclosure sale, it is provided (in this order of priority) for the payment of expenses of the sale, for the payment of "attorney's fee, and all other expenses of sale incurred in and about the protection and execution of this trust, and all moneys advanced for taxes, assessments, insurance"; and, finally, for a commission of 5% to the Trustees (R.4).

By a literal reading of these provisions, while the obligation might be said to include the duty to pay legal fees with respect to both "this trust" and "the said note", payment of such fees from foreclosure proceeds is limited to those "incurred in and about the protection and execution of this trust [emphasis supplied]." For that reason alone, those fees are not payable here. Even disregarding that provision, the obligation stated in the Deed of Trust extends only to "sums required to be paid by [the obligors] under the terms of the promissory note"; and there was no such requirement under the instant facts.

The cases make it clear that provision in a note for the payment of attorneys' fees is a contract of indemnity. Mortgage Ins. v. Citizens Bank, 278 Md. 505, 509, and cases cited. In American Nat. Bank v. Mackey, 247 Md. 319, it was held that a fiduciary making foreclosure sale is entitled only to the commissions provided in the security instrument and not the attorney fees provided in the underlying note: "while the functions and performances of services for which the allowances were made in the instruments were both for the purposes of securing repayment of the indebtedness in default, they were nevertheless distinct." 247 Md. at 324. This was seen in Mortgage Ins. v. Citizens Bank, supra, at 508, to mean that "[a] collection fee is not applicable to both mortgage and mortgage note."

The American Bank case is factually distinguishable from the instant situation, to the extent that there "The only legal service performed . . . was that done in the foreclosure of the mortgages for which fees for such services was provided by the terms of the mortgages." 247 Md. at 325. Here, there is no doubt about the fact that legal services were performed in the law case. It is also to be assumed that the original noteholder remitted to his attorneys the amount paid to him by the assignee. See, Legum v. Farmers Nat. Bank, 180 Md. 356, 361.

The point, however, is the meaning of the phrase "pay 10% for collection" in the Note (R.77), in the context of its being "distinct" and "a contract of indemnification." In Webster v. People's Loan Etc. Bank, 160 Md. 57, 62, it was held that:

The judgments for the principal debt and the fees and commissions are both payable by the defendant to the plaintiff, the latter by way of indemnity, to the extent stipulated, for the expense of employing an

attorney to collect by suit at law the principal debt. The commission entered is not a gratuity to which the attorney is entitled upon the entry of his appearance for the plaintiff, but is payable for services rendered as the judgment is collected, and at the rate and in the proportions stated in the contract or order of court. [Emphasis supplied]

Manifestly, so far as the law case is concerned, the judgment was not collected, those proceedings having been abandoned in favor of the coextensive right to foreclose under the Deed of Trust. 15 M.L.E. "Mortgages", §172. There can be but one satisfaction or "collection" of the debt (Parks v. Skipper, 164 Md. 388, 394); and that satisfaction here comes in this proceeding.

As viewed by the cases, the obligation to pay attorney's fees "for collection" is in fact a contract contingent upon the actual collection. That the corresponding but "distinct" provision in a mortgage or deed of trust is similarly contingent, see Gaither v. Tolson, 84 Md. 637, 639. So far as original counsel went, or were permitted to go, in the law action, that contingency was not met. This is not to say that original counsel were not entitled to some fee, as between themselves and their client. See, Telegraph Co. v. Semmes, 73 Md. 9, 20-21; Howard v. Carpenter, 22 Md. 10, 26. It is to say that any amount owing, or paid, is not chargeable against the makers of the Note, as it is outside their "contract of indemnity."

A contrary view would plainly permit circumvention of the rule enunciated in the American Bank case by the simple expedient of obtaining confession of judgment on the notes before (conceivably minutes before) filing the foreclosure action. While cases might be imagined in which it was necessary, convenient or desirable to proceed consecutively or concurrently with legal and equitable remedies, there is absolutely nothing here to show that either the law judgment or anything done pursuant to it (including the writ of fieri facias) added one bit to the security of the noteholder or advanced by one moment the collection of the debt.

As suggested in the Webster case, if a noteholder pays more than is covered by the contract of indemnity, "he is out the excess." 160 Md. at 63. Those fees cannot be allowed here.

The Trustees are required to obtain reimbursement of \$5,984.44 from Construction Group, Inc., in accordance with the agreement mentioned under the "Amount received" heading.

#### DISTRIBUTION OF SURPLUS

Distribution of surplus is controlled by Maryland Rule W75 a. The amounts payable to the three owners of the equity of redemption, and the claims filed against these interests, are discussed below.

#### Barbara Warfield

At the time of foreclosure, Barbara Warfield and Claudia Tucker owned a 23-1/2% interest in the equity of redemption as joint tenants. No claim has been asserted against Ms. Warfield's 11-3/4% interest in the surplus; and it has been allowed in full, together with that proportion of any interest earned by the Trustees on funds invested by them.

William E. Tucker

William E. Tucker is entitled to distribution of 26-1/2% of the surplus, plus that proportion of any interest earned by the Trustees on funds invested by them. Six claims have been filed against this surplus.

The Internal Revenue Service established a lien pursuant to Title 3, Subtitle 4, of the Real Property Article on February 14, 1980. It is the senior claim against William E. Tucker's interest. The most recent statement of this claim is in the amount of \$19,710.43, plus interest and penalty from February 16, 1982 (R.282). Such claim is allowed in full, together with the interest and penalties payable with respect thereto.

Four claims arise out of a dispute between the parties which was resolved by this Court by Decree passed on April 9, 1980, in Chancery 4043 (R.218). Under that Decree:

a-Mario Vahos seeks enforcement of a lien there established against Mr. Tucker's interest in the amount of \$11,553.47 (R.183).

b-William D. Heim seeks enforcement of a lien there imposed jointly and severally against Mr. and Mrs. Tucker in the total amount of \$12,207.18 (R.201).

c-C. W. Amos & Company seeks costs awarded it as assistant to the Special Auditor, in the amount of \$321.25 (R.93).

d-James W. Yates, Esquire, seeks enforcement of costs in the amount of \$209.13 awarded to him as Special Auditor (R.98).

The claim of Mr. Vahos is allowable in full in the amount of \$11,553.47, together with interest computed as follows:

4/9/80-6/30/80 (82 days) at 6%	\$	155.72
7/1/80-6/30/82 (2 years) at 10%		2,310.70
7/1/82-8/31/82 (62 days) at 10%		<u>196.23</u>

Total interest 9/1/82 \$ 2,662.65

Interest at the rate prescribed by §11-107 of the Courts Article has been allowed from its July 1, 1980, effective date. Mr. Vahos is also entitled to interest at the rate of \$3.165 per day accounting from September 1, 1982, to the date of distribution.

As above indicated, the claim of Mr. Heim was joint and several against Mr. and Mrs. Tucker. Each is responsible for one-half of the judgment and interest. See, Cunningham v. Cunningham, 158 Md. 372, 378. One half of the Heim claim, or \$6,103.59 has therefore been allowed against the interest of Mr. Tucker in the surplus available in this proceeding. In addition, Mr. Heim is entitled to interest, as follows:

4/9/80-6/30/80 (82 days) at 6%	\$	82.25
7/1/80-6/30/82 (2 years) at 10%		1,220.72
7/1/82-8/31/82 (62 days) at 10%		<u>196.23</u>

Total interest 9/1/82 \$ 1,302.97

Mr. Heim is also entitled to interest at the rate of \$1.672 per day accounting from September 1, 1982, to the date of distribution.

The amounts awarded to C. W. Amos & Company and

Mr. Yates are properly nominated in Chancery 6043 as costs. Courts Article, §2-102 (c). Costs do not bear interest.

A claim filed by David C. Bryan, Esquire, on February 24, 1981 (R.89), is based upon a demand promissory note executed on February 22, 1981, by William E. Tucker in the principal amount of \$2,450.00, with interest at 12% (R.91) and an Assignment "of my present interest in Broadwater Farm . . . given in consideration of [Mr. Bryan's] agreement not to enter said note for judgment or to seek an attachment on said note until after April 30, 1981" (R.92).

Maryland Rule W75 a provides for the distribution of surplus to "person[s] claiming an interest in the equity of redemption." In its summary judgment decree, this Court held that "all rights, title and interest [of the owners of the equity of redemption] . . . have been foreclosed and cease to exist as of the date of sale on September 22, 1980, at which time the successors in title to the mortgagors . . . were divested of all rights of redemption" (R.254). Accordingly, the claim of Mr. Bryan may not be allowed. Union Trust Co. v. Biggs, 153 Md. 50, 55. There are not sufficient funds to pay this claim, in any event.

It appears that, after allowance of the Internal Revenue claim, there will be insufficient funds with which to pay the other allowable claims in full. In my view, those four claims stand in equal priority, having all arisen from the April 9, 1980, Decree in Chancery 6043. To be sure, the amount of costs payable to C. W. Amos and Mr. Yates was not liquidated until July 17, 1980 (R.96,101), although the right to the costs was specifically established by the Decree (R.214). However, the amount of costs is rarely ascertained at the time when the judgment is rendered. See, Maryland Rule 604; Balto. City v. Balto. County, 19 Md. 554, 564. Moreover, the injunction of Maryland Rule W75 is to distribute surplus "equitably", and in addition to the plain fact that the Court has a direct interest in the payment of its officers (cf. Anderson v. Anderson, 215 Md. 483, 490), the other claimants should be loathe to deny those officers the right to share ratably in the fruits of their effort.

The total of the costs and the original amounts awarded to Messrs. Vahos and Heim is \$18,187.44. The proportional indebtedness is: Mr. Vahos, 63.52%; Mr. Heim, 33.56%; C. W. Amos, 1.77%; Mr. Yates, 1.15%. Both the Amos and Yates claims have been allowed in full, for the reasons set forth above and further because: (1) pro rata apportionment of them would make only a negligible increase in the Vahos and Heim claims; (2) the Amos and Yates claims do not bear interest, as do the other claims; (3) the allowance in full of the Amos and Yates claims will still result in full payment of the principal of the Vahos claim and, for reasons hereafter stated, all of the Heim claim; and (4) the costs payable to Amos and Yates are for services from which the other claimants directly benefit and are in a true sense a part of the basis for any allowances at all to the other claimants.

As a result, Mr. Vahos will have a 65.75% interest and Mr. Heim a 34.25% interest in any funds remaining after payment of the Internal Revenue, Amos and Yates claims. Such amounts are inherently tentative and must be adjusted at the time of actual distribution, as specified in the Audit.

Since the claim of Mr. Heim is joint and several against Mr. and Mrs. Tucker, the amount by which he is not fully satisfied with respect to Mr. Tucker's share of the judgment is to be satisfied from the surplus payable to Claudia H. Tucker.

Claudia H. Tucker

Claudia H. Tucker is entitled to distribution of 61.75% of the surplus, plus that proportion of any interest earned by the Trustees on funds invested by them. Six claims have been filed against this surplus.

Claims filed by William D. Heim (R.201), C.W. Amos & Company (R.93) and James W. Yates, Esquire, (R.98) arise out of the April 9, 1980, Decree in Chancery #6043 and are subject to the observations with respect to identical claims made against the William E. Tucker surplus. However, the Clerk has indicated that Claudia Tucker has paid the costs due C.W. Amos & Company and Mr. Yates. Those claims are therefore not allowed here.

Mr. Heim is entitled to payment of half of the joint and several obligation of Mr. and Mrs. Tucker, together with interest of \$1,302.97, as computed in the William E. Tucker surplus, and interest at the rate of \$1.672 per day, accounting from September 1, 1982, to the date of distribution. In addition, he is entitled to the amount otherwise payable by Mr. Tucker which cannot be satisfied from the latter's surplus, as heretofore discussed.

Three other claims have been filed by:

1. Barbara L. Warfield, based upon a purported judgment in the principal amount of \$356,151.45 entered on July 18, 1980, against Mrs. Tucker in Law 4259 (R.24,71,268,272;HE.7,HE.9);

2. Charles A. Knott, Sr., based upon a judgment in the principal amount of \$115,000.00 entered on June 10, 1980, in the Circuit Court for Baltimore County, recorded on August 1, 1980, in this Court as Law 4269 and thereafter assigned by Charles A. Knott, Jr., the original plaintiff therein (R.34,221;HE.11);

3. Elroy G. Boyer, Esquire, based upon judgments in the total principal amount of \$12,281.63 entered on February 23, 1981, in Law 4325 and October 13, 1981, in Law 4374 (R.280).

In his claim, Mr. Knott asserts that the Warfield judgment should be disallowed "because the execution [of the note on which the judgment is based] was made without fair consideration, the execution of the Note was made by a person who was insolvent at the time or who was rendered insolvent by the transfer and was made with actual intent to hinder, delay or defraud the creditors of Claudia H. Tucker" (R.223). Compare the Maryland Uniform Fraudulent Conveyances Act, Commercial Law Article, Title 15, Subtitle 2. Similar contentions are made by Mr. Boyer in Law 4259, in which he has filed a Motion To Vacate Judgment (HE.7). He makes the additional claim that the judgment is void on its face because "The court record in this case indicates that no attorney did in fact appear on behalf of the Defendant to confess judgment" (HE.7).

It appears that Mr. Boyer's contentions are irrelevant to this proceeding. As a practical matter, the Knott judgment (which is prior in time to the Boyer judgment and which Mr. Boyer does not challenge) is itself substantially more than the entire surplus interest of Mrs. Tucker -- thus precluding any recovery by Mr. Boyer, whatever the holding with respect to the Warfield judgment. Perhaps more conclusively, the earliest of Mr. Boyer's judgments was not rendered until more than a year after the first sale. Mr. Boyer is therefore not entitled to any distribution of the surplus proceeds in this case. Maryland Rule W75 a; Union Trust Co. v. Biggs, supra.



This is not to say that the Court can ignore the substance of his contention regarding the lack of any authorization in Law 4259 for the Clerk to enter the confessed judgment. In Qualified Bldrs. v. Equitable Tr., 273 Md. 579, 585, it was squarely held that a judgment so entered "is coram non iudice, thus null and void." Certainly this Court is without authority to approve a claim based upon a "null and void" judgment, however that fact has come to its attention.

If this were all to the matter, it would be possible to state an account on the basis of what the record in Law 4259 actually shows. But, that matter is by no means clear. The docket entries and the papers filed in the jacket as "pleadings" contain no reference to any appearance by or on behalf of the defendant, or any authorization by an attorney for her, prior to rendition of the judgment:

At the hearing before me, however, counsel for Ms. Warfield presented a certified copy of a document, dated July 11, 1980, on the letterhead of "Law Offices of Lee Neilson Koehler" (HE.8). This is in the form of a letter to the Clerk and asks that the case be docketed "by consent" and that "the appearance of Bryan G. West, Esquire as attorney for the defendant" and "judgment by confession, in favor of the plaintiff" be entered. It is signed twice by Mr. West, once as "Attorney for Plaintiff" and once as "Attorney or [sic] Defendant." The Clerk certified that the original was received by her on July 18, 1980 (HE.8). The original of this document is indeed in the folder of Law 4259; but it is attached on what the Deputy Clerk referred to at the hearing as "the trash side", along with general correspondence and notices of hearing dates.

The situation has myriad aspects, including:

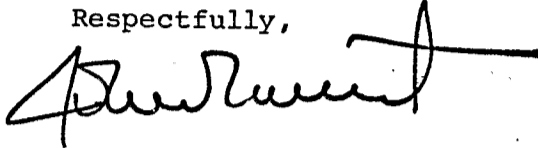
1. Is the July 11, 1980, document a "pleading" which is part of the "record"? Cf. Maryland Rules 5 v, 635.
2. Was the letter "filed"? E.g. Hirsch v. Md. Dep't of Nat. Resources, 288 Md. 95, 109-116.
3. Is there significance to the request that it be docketed "by consent", but that judgment be entered "by confession"? Cf. Maryland Rules 601, 645.
4. May the same attorney represent both parties in a confessed judgment proceeding? Cf. 46 Am.Jur.2d "Judgments", §726.
5. Assuming that the document was a "pleading", what responsibility does the plaintiff have for the Clerk's action in apparently treating it otherwise? Cf. Lucke v. Commissioner, 245 Md. 706; Maryland Metals, Inc. v. Harbaugh, 33 Md. App. 570, 575-576.

The mere suggestion of these few matters is to reveal the impropriety of their being resolved by the Auditor. Whatever the function of that office, it certainly does not extend to the resolution of arguable legal and factual issues involving the integrity of an enrolled judgment.

Such is the more true with respect to the contentions of Mr. Knott. A threshold question perhaps is whether this proceeding may serve as a vehicle for collateral attack. Cf. Commercial Law Article, §15-209; Atlantic Lumber Corp. v. Waxman, 162 Md. 191. Again, to suggest the question (to say nothing of the substantive issues which lie beyond) is to preclude resolution of the contentions here.

Because the resolution of these questions involves but two of the persons interested in a distribution of the surplus proceeds of this foreclosure, it is respectfully recommended that distribution be made as shown in the annexed First Audit, and that the balance of the Claudia Tucker surplus be retained, until the rights of Barbara Warfield and Charles A. Knott, Sr., have been determined.

Respectfully,



John W. Sause, Jr.  
Auditor

16 September 1982

NOTICE

The attached Account was filed on the 16<sup>th</sup> day of September, 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 #6718. 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 First Account have been established and are properly allowable by law in the amounts there set forth. I further certify that on the 16<sup>th</sup> day of September, 1982, copies of the Auditor's First Account, <sup>Special Report</sup> and Notice, conforming to the requirements of Maryland Rule 595 g and Second Circuit Rule 12 d, were mailed to the following persons:

Nelson C. Cohen, Esquire  
Jeffrey M. Frost, Esquire  
Attorneys for Jeffrey M. Frost  
and Bernard H. Kanstoroom,  
Substitute Trustees  
5454 Wisconsin Avenue #1400  
Chevy Chase, Maryland 20015

Francis S. Key  
9302 Pomander Lane  
Chevy Chase, Maryland 20015

Elizabeth M. Key  
9302 Pomander Lane  
Chevy Chase, Maryland 20015

David C. Bryan, Esquire  
111 Lawyers Row  
Centreville, Maryland 21617

Hal I. Lackey, Esquire  
Trustee in Bankruptcy for  
William E. Tucker  
Suite 600  
8905 Fairview Road  
Silver Spring, Maryland 20910

Claudia H. Tucker  
Broadwater Farms  
Chester, Maryland 21619

Howard A. Rubenstein, Esquire  
Trustee in Bankruptcy for  
Claudia H. Tucker  
2 East Fayette Street  
Baltimore, Maryland 21202

Brian G. West, Esquire  
Attorney for Barbara L. Warfield  
905 Mercantile-Towson Building  
409 Washington Avenue  
Towson, Maryland 21204

Internal Revenue Service  
Post Office Box 1076  
Baltimore, Maryland 21203

Barbara Hull Foster, Esquire  
Attorney for Charles A. Knott, Sr.  
2000 First Maryland Building  
20 South Charles Street  
Baltimore, Maryland 21201

Kenneth E. Conklin, Esquire  
Attorney for Mario Vahos  
2033 M Street, N.W. Suite 800  
Washington, D.C. 20036-3398

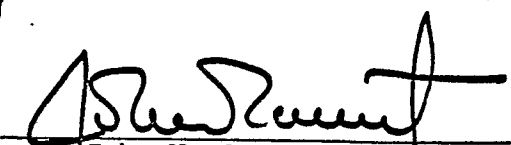
Laura Vahos  
2104 Cedar Circle Drive  
Catonsville, Maryland 21228

Mareen L. Duvall, Jr., Esquire  
Attorney for William E. Heim  
59 Franklin Street  
Annapolis, Maryland 21401

James W. Yates, Esquire  
Individually and as Attorney  
for C. W. Amos & Company  
Lawyers Row  
Centreville, Maryland 21617

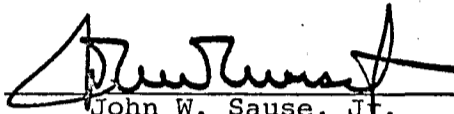
G. Mitchell Mowell, Esquire  
Attorney for Elroy G. Boyer  
Post Office Box 480  
Chestertown, Maryland 21620

Mark S. Devan, Esquire  
Attorney for William E. Tucker  
614 Bosley Avenue  
Towson, Maryland 21204

  
John W. Sause, Jr.  
Auditor

CERTIFICATE OF AUDITOR

In accordance with Maryland Rules 595 f and 580 n, I hereby certify that the enclosed Exhibits 1A, 1B, 1C, 2, 3, 3A, 4, 8, 9, and 10 (all authenticated by my initials) are the exhibits introduced at a hearing held before me on May 3, 1982, in Chancery Cause 6718 and as referred to in the Special Report which I have filed in that proceeding. Exhibits 5, 6, 7 and 11 also introduced at that hearing are the records of this Court in Law #4042, Chancery #6043, Law #4259 and Law #4269 and have, by agreement, been returned to their regular places in the Clerk's office.

  
John W. Sause, Jr.  
Auditor

16 September 1982

1982 SEP 16 PM 4:31

JEFFREY M. FROST, et al.

vs.

FRANCIS S. KEY, et al.

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IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
IN EQUITY  
No. 6718

NISI RATIFICATION OF AUDIT

ORDERED this 16th day of September, 19 82,  
that the report and account filed in these proceedings by \_\_\_\_\_  
John W. Sause, Jr., Auditor, be ratified on or after the  
4th day of October, 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 St. Menkin Clerk

Filed September 16, 1982

<u>JEFFREY M. FROST, SUB TR.</u>	*	IN THE CIRCUIT COURT
et al.	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. <u>6718</u>
	*	
<u>FRANCIS S. KEY et al.</u>	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 8th day of October, 1982,  
 First  
 by the Court that the account of the Auditor is finally ratified and  
 confirmed, and Jeffrey M. Frost and Bernard H. Kanstoroom, <sup>Substitute</sup> ~~Assignees~~ <sup>Trustees</sup>,  
<sup>are</sup> ~~is~~ directed to apply the proceeds accordingly, with a due proportion of  
 interest as the same has been or may be received.

Marquette M. Mackin Clerk

Filed October 8, 1982

KEVIN QUINN  
Post Office Box 387  
Stevensville, MD 21666

Plaintiff

vs.

JOHN DOMINICK, JR.  
Route 1, Box 27  
Chester, MD 21619

and

ANNA B. DOMINICK  
Route 1, Box 27  
Chester, MD 21619

Defendants

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IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

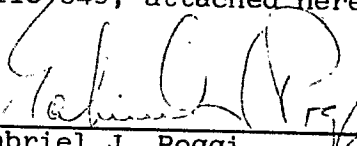
CASE NO, 7158

\* \* \* \* \*

Mr. Clerk:

JUN 28-82 \* 25273 \*\*\*\*\*60.00  
JUN 28-82 A 25273 \*\*\*\*\*60.00

Please docket the above entitled case and file the Land  
Installment Contract by and between Kevin Quinn, as vendor and  
John Dominick, Jr. and Anna B. Dominick, as vendees, dated  
June 23, 1982 and recorded among the Land Records of Queen Anne's  
County in Liber M.W.M. 176, folio 349, attached hereto as Exhibit A.

  
\_\_\_\_\_  
Gabriel J. Poggi  
Attorney for Plaintiff/Vendor  
7 Central Avenue  
Glen Burnie, Maryland 21061  
768-1313

RECEIVED  
CLERK, CIRCUIT COURT  
1982 JUN 28 AM 9:04  
QUEEN ANNE'S COUNTY

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT INDEPENDENT LEGAL ADVICE.

LAND INSTALLMENT CONTRACT

THIS AGREEMENT, made this 23<sup>rd</sup> day of June, 1981, by and between KEVIN QUINN, Post Office Box 387, Stevensville, Maryland 21666, hereinafter referred to as "Seller", and JOHN DOMINICK, JR. & ANNA B. DOMINICK, his wife, hereinafter referred to as "Buyer".

WITNESSETH: That Seller does hereby bargain and sell unto Buyer, and the latter does hereby purchase from the former, all that property with improvements thereon, situate and lying in Queen Anne's County, State of Maryland, and known and designated as follows: Parcel 152, Map 57, Kent Island, Queen Anne's County, the improvements thereon being known as Route No. 1, Box 27, Chester, Maryland 21619.

The consideration shall be as follows:

1. <u>Purchase Price:</u>		\$ 49,990.00
2. <u>Settlement Costs:</u>		
a. Recordation costs		30.00
b. Insurance - flood, fire and comprehensive liability, payable to Buyer and/or Seller as their respective interest may appear in the amount of \$50,000.00 (to be purchased by Seller directly and paid for by Buyer).		373.00
c. 1980-81 Real Property Taxes (6/23/81 to 6/30/81)		6.58
d. 1981-82 Real Property Taxes (12 months' escrowed in advance).		342.58
e. Interest (\$ 10.96 per diem) 6/23/81 to 7/15/81		241.12
f. Three months' insurance escrowed in advance		<u>93.27</u>
TOTAL COST TO BUYER -----		\$ 51,076.55
Less deposit received	\$ -0-	
Less amount to be refinanced	<u>50,000.00</u>	<u>50,000.00</u>
AMOUNT DUE AT SETTLEMENT -----		\$ 1,076.55



The above principal balance, with interest and with the following listed property expenses, shall be paid by Buyer to Seller at Post Office Box 387, Stevensville, Maryland 21666, in eleven consecutive monthly installments of \$666.28\* each. Any or all of said installments may be accelerated at Buyer's option. Said monthly payments shall become due and payable on the 15th day of each and every month, with the first installment due on the 15th day of August, 1981.

Interest shall accrue at the rate of 8% per annum on the present unpaid purchase price.

The installment payments shall be applied by the Seller to (a) 1/12 of the annual real property taxes, (b) 1/12 of the annual insurance premiums, (c) interest on the unpaid balance owed by the Buyer, and (d) to the principal balance owed by the Buyer in the same ratio as a mortgage for \$50,000.00, bearing interest at the rate of 8% per annum, amortized over a period of ten (10) years with a balloon payment at the end of one year.

The principal balance of the unpaid purchase price shall be due and payable in full either (a) thirty (30) days after a sum equal to 11 consecutive monthly payments of \$666.28 has been paid to Seller by Buyer or (b) thirty (30) days after 30% of the principal balance has been paid by the Buyer to Seller, or (c) on August 15, 1982, whichever occurs first.

The percentage of the annual real property taxes and insurance premiums shall be held in escrow by Seller until a sufficient sum is accumulated to pay said taxes and insurance premiums in full.

The present property expenses are as follows:

1. Annual real property taxes for 1980-81 - \$342.58;
2. Insurance (fire, flood, comprehensive liability) - \$373.00;

\*\$606.64 + 1/12 taxes (\$28.55) + 1/12 insurance (\$31.09) = \$666.28.

no more than twice a year and (3) thirty (30) days prior to the final balloon installment becoming due and payable, furnish to Buyer a statement showing:

A. The total amount paid for:

1. Taxes and other periodic charges.

B. The amount credited to principal and interest; and,

C. The balance due.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.

2. That he will not assign or transfer this Agreement.

3. That all necessary alterations or repairs shall be made by him at his own expense.

4. That he will make the payments provided hereunder when and as they become due.

5. That he will not rent the premises in whole or in part.

6. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this Contract and Buyer accepts it in its present condition. There are no understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller. Until a deed is given by Seller to Buyer for the purposes, Seller shall have the right to enter the premises at reasonable times for inspection purposes.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon and Seller warrants that any mortgage maintained on the premises will be paid promptly.

The Seller has not received written notice from any public

agency requiring repairs or improvements to be made to the property herein described.

And upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

Ground rent, and water rent shall be adjusted and apportioned as of the date of possession, and all taxes, general or special and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis (including Metropolitan District, Sanitary Commission or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements, completed or commenced on or prior to the date hereof, or subsequent thereto), are to be adjusted and apportioned as of the date of possession and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of the date of possession. Possession of the premises shall be given to Buyer as of 6/23/81. Cost of all documentary stamps and transfer taxes required by law shall be paid by Buyer at the time of settlement. Seller shall have the right to name the time and place of settlement.

The herein described property is to be held at the risk of the Buyer beginning with the date hereof. It is also understood

and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, including Seller's mortgagee, if any, as their interests may appear, and shall continue said insurance in force during the life of this Contract at the expense of the Buyer.

DEFAULT: Failure of the Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default. Upon any default being made in the payment of said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this contract, then the whole debt hereby secured and then unpaid may thereupon be declared to be due and payable, at the option of the Seller.

Seller shall serve written notice of any default and attendant acceleration of the whole debt and Buyer shall have thirty days from his receipt of said notice of default to cure same. Additionally, Buyer agrees to pay a late charge of five percent of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of Seller more than five calendar days after the date due thereof to cover the extra expense involved in handling delinquent payments.

And the Buyer hereby declares his assent to the passage of a decree for the sale of the herein property at any time after a default has occurred in any of the covenants of this contract, as herein provided; and the said Buyer hereby authorizes the said Seller, or the duly authorized agent of Seller, after any default shall have occurred as aforesaid, to sell the property. Any such sale, whether under the aforementioned assent to a decree or under the aforementioned power of sale, shall be

under the provisions of Rule W79 of the Maryland Rules of Procedure or under any other general or local laws of the State of Maryland relating to Land Installment Contracts or any supplement, amendment or addition thereto.

And such sale shall be made after giving notice by advertisement as required by the aforesaid statute and Rules; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.

And upon any such sale of said property under this Contract, the proceeds shall be applied as follows:

1. To repayment of all expenses incident to said sale, including a counsel fee of Five Hundred Dollars (\$500.00) for conducting the proceedings if without contest, but if legal services be rendered to the Seller, or to the Trustee, or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland.

2. To the payment of all claims of the Seller hereunder, whether the same shall have matured or not, including interest thereon until ratification of the final audit.

3. And the balance, if any, to the said Buyer, or to whomsoever may be entitled to the same.

And in the event that the debt shall be paid after advertisement of said property, but before sale thereof, the Buyer hereby covenants to pay also, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the

foreclosure proceedings under this contract, and a commission on the total amount of the indebtedness, principal and interest, equal to one-half the percentage allowed as commission to trustees making the sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland; but said sale may be proceeded with unless, prior to the day appointed therefor, payment be made of said principal and interest, costs, expenses and commission.

Seller's failure to insist upon strict compliance with any of the terms and conditions of this Contract, shall not be construed as a waiver of said terms and conditions, nor as a precedent for future conduct of Buyer.

This Contract contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement.

WITNESS the hands and seals of the parties hereto the day and year first above written.

WITNESS: *Gabriel J. Poggi*  
Gabriel J. Poggi, to all

*Kevin Quinn* (SEAL)  
Kevin Quinn, Seller

*John Dominick, Jr.* (SEAL)  
John Dominick, Jr., Buyer

*Anna B. Dominick* (SEAL)  
Anna B. Dominick, Buyer

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

Witness:

Gabriel J. Poggi  
Gabriel J. Poggi, to both

John Dominick, Jr. (SEAL)  
John Dominick, Jr.

Anna B. Dominick (SEAL)  
Anna B. Dominick

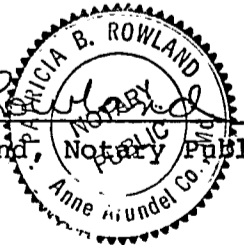
NOTICE TO BUYER: In the event of default, the purchaser may be liable to a default judgment. Within fifteen (15) days after this contract has been signed by both Seller and Buyer, Seller shall cause this contract to be recorded among the Land Records of the County or City in which the property lies and shall mail the recordation receipt therefor to the Buyer.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 23rd day of June, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared KEVIN QUINN, the above Seller, and he acknowledged the foregoing Land Installment Contract to be his act.

AS WITNESS my hand and Notarial Seal.

Patricia B. Rowland  
Patricia B. Rowland, Notary Public



My Commission Expires: 7/1/82

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 23<sup>rd</sup> day of June, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOHN DOMINICK, JR. & ANNA B. DOMINICK, his wife, the above Buyers, and they acknowledged the foregoing Land Installment Contract to be their act.

WITNESS my hand and Notarial Seal.

*Patricia B. Rowland*  
Patricia B. Rowland, Notary Public  
Anne Arundel Co.

My Commission Expires: 7/1/82

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyers hereby acknowledge receipt of a copy of the foregoing Contract, this 23<sup>rd</sup> day of June, 1981.

WITNESS

*Gabriel J. Poggi*  
Gabriel J. Poggi, to both

*John Dominick, Jr.* (SEAL)  
John Dominick, Jr.

*Anna B. Dominick* (SEAL)  
Anna B. Dominick

RECORDED  
CLEAN  
1981 JUN 26 AM 11:37  
ANNE ARUNDEL COUNTY

JUN 26-81 \* 23951 \*\*\*430  
JUN 26-81 A #23951 \*\*\*430



KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JOHN DOMINICK, JR.	*	QUEEN ANNE'S COUNTY
Defendant	*	CASE NO. 7158

\* \* \* \* \*

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 24th day of June, 1982, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Kevin Quinn and made oath in due form of law, that he knows the Defendant herein and that to the best of his information, knowledge and belief:

1. Said Defendants are not in the Military Service of the United States of America;
2. Said Defendants are not in the Military Service of any Nation allied with the United States of America;
3. Said Defendants have not been ordered to report for induction under the Selective Training and Service Act;
4. Said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for Military Service.

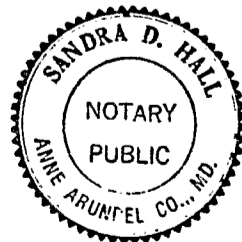
*Kevin Quinn*  
 \_\_\_\_\_  
 Kevin Quinn

Sworn to and subscribed to before me the day and year first above written.

*Sandra D. Hall*  
 \_\_\_\_\_  
 Notary Public

My Commission Expires:

*July 1, 1982*



RECEIVED  
 CLERK, CIRCUIT COURT  
 1982 JUN 28 AM 9:04  
 QUEEN ANNE'S COUNTY

KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JOHN DOMINICK, JR.	*	QUEEN ANNE'S COUNTY
Defendant	*	CASE NO. 7158

\*\*\*\*\*

STATEMENT OF DEBT

Statement of Claim of Kevin Quinn, Vendor/Plaintiff, pursuant to the Land Installment Contract between said Vendor/Plaintiff and John Dominick, Jr. and Anna B. Dominick, his wife, as Vendees, the aforesaid Land Installment Contract being dated June 23, 1981 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. 176, folio 349:

Principal Balance Due 3/15/82 . . . . .	\$46,707.26
Interest from 3/15/82 to 6/15/82 at 8% . . . . .	942.08
4 Late Charges at \$30.33 (March-June, 1982) . . . . .	121.33
	<u>\$47,770.67</u>
Less Escrow Balance . . . . .	<u>477.98</u>
	\$47,292.69

Plus per diem interest (\$10.24) from June 15, 1982

*Kevin Quinn*  
\_\_\_\_\_  
Kevin Quinn

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

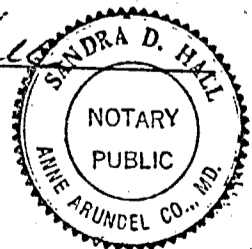
I HEREBY CERTIFY that on this 25<sup>th</sup> day of June, 1982 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Kevin Quinn, Vendor, and he made oath in due form of law that the foregoing Statement of Debt is true and correct.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

*July 1, 1982*

*Sandra D. Hall*  
\_\_\_\_\_  
Notary Public



RECORDED  
CLERK, CIRCUIT COURT  
1982 JUN 28 AM 9:04  
QUEEN ANNE'S COUNTY

KEVIN QUINN

Plaintiff

vs.

JOHN DOMINICK, JR.

-And-

ANNA B. DOMINICK

\*  
\*  
\*  
\*  
\*  
\*

IN THE  
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

EQUITY NO. 7158

\*\*\*\*\*

AFFIDAVIT UNDER MARYLAND RULE W79 (b)

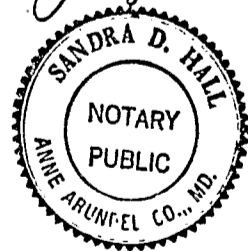
STATE OF MARYLAND  
COUNTY OF ANNE ARUNDEL

SS:

I HEREBY CERTIFY, that on this 25<sup>th</sup> day of ~~May~~ <sup>JUNE</sup>, 1982, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared GABRIEL J. POGGI, Attorney for Kevin Quinn, Plaintiff, in the above entitled case, and made oath in due form of law that on May 6, 1982, he caused to be mailed, by registered mail to the Defendants at their respective last known address, the notice required by Rule W79 (b) by letter dated May 5, 1982 a copy of said letter is attached hereto.

Sandra D. Hill  
Notary Public

My Commission Expires: July 1, 1982



RECEIVED  
CLERK, CIRCUIT COURT  
1982 JUN 28 AM 9:04  
QUEEN ANNE'S COUNTY

May 5, 1982

Mr. and Mrs. John Dominick, Jr.  
Route 1, Box 27  
Chester, Maryland 21619

Dear Mr. and Mrs. Dominick:

Pursuant to Rule W-79(B) of the Maryland Rules of Procedure, this is to advise you that the Contract between you and Kevin Quinn, client, dated June 23, 1981, shall terminate thirty days from your receipt of this notice unless before that time you pay Mr. Quinn, the sum of \$65229.28, which is the total sum due pursuant to the contract as of May 1, 1982, plus interest at the rate of 8% from March 15, 1982 until the date of payment. This notice is necessitated by the fact that you have failed to keep the premises in good order and in as good condition as when received, among other reasons.

Sincerely,

Gabriel J. Poggi

GJP/dsp

cc: Mr. Kevin Quinn

REGISTERED MAIL

KEVIN QUINN	*	IN THE
Plaintiff	*	
vs.	*	CIRCUIT COURT
JOHN DOMINICK, JR.	*	
-And-	*	FOR
ANNA B. DOMINICK	*	QUEEN ANNE'S COUNTY
Defendants	*	EQUITY NO. 7158

\*\*\*\*\*

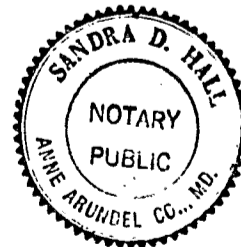
AFFIDAVIT UNDER MARYLAND RULE W74 a 2 (c)

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE SS:

I HEREBY CERTIFY, that on this *9th* day of July, 1982, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared GABRIEL J. POGGI, Attorney for Kevin Quinn, Plaintiff, in the above-enetitled case, and he made oath in due form of law that on July 8, 1982, he caused to be mailed, by registered and regular mail to each of the defendants at their respective last known addresses, notices of the time, place and terms of sale of the mortgaged property by letters dated July 8, 1982 copies of which letters are attached hereto.

*Sandra D. Hall*  
Notary Public

My Commission Expires: *July 1, 1986*



RECEIVED  
CLERK, CIRCUIT COURT  
1982 JUL 12 AM 10: 08  
QUEEN ANNE'S COUNTY

July 8, 1982

Mrs. Anna B. Dominick  
Route 1, Box 27  
Chester, Maryland 21619

Re: Quinn v. Dominick, et ux  
Equity No. 7158  
Circuit Court for Queen Anne's County  
Foreclosure Sale of Property known as  
Route 1, Box 27, Maryland Route 18  
Chester, Maryland 21619

Dear Mrs. Dominick:

Pursuant to Maryland Rule W74 I am hereby notifying you that the foreclosure sale of the above captioned property will take place on the premises on Friday, July 16, 1982 at 2:00 p.m. and will be sold then and there to the highest bidder(s). A deposit of \$6,500.00 payable in cash or by certified or cashier's check will be required from the purchaser(s).

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

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

Sincerely,

Gabriel J. Poggi  
Attorney for Kevin Quinn, Vendor

GJP/dsp  
Enclosure

REGISTERED MAIL  
Return Receipt Requested

July 8, 1982

Mr. John Dominick, Jr.  
Route 1, Box 27  
Chester, Maryland 21619

Re: Quinn v. Dominick, et ux  
Equity No. 7158  
Circuit Court for Queen Anne's County  
Foreclosure Sale of Property known as  
Route 1, Box 27, Maryland Route 18  
Chester, Maryland 21619

Dear Mr. Dominick:

Pursuant to Maryland Rule W74 I am hereby notifying you that the foreclosure sale of the above captioned property will take place on the premises on Friday, July 16, 1982 at 2:00 p.m. and will be sold then and there to the highest bidder(s). A deposit of \$6,500.00 payable in cash or by certified or cashier's check will be required from the purchaser(s).

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

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

Sincerely,

Gabriel J. Poggi  
Attorney for Kevin Quinn, Vendor

GJP/dsp  
Enclosures

REGISTERED MAIL  
Return Receipt Requested

**Gabriel J. Poggi**  
**Attorney at Law**  
 7 Central Avenue, Suite One  
 Glen Burnie, Maryland 21031

## Vendors' Sale

Of  
**Valuable**

**Fee Simple**

**Property**

Rt. 1, Box 27, Md. Rt. No. 18  
 Chester, Queen Anne's Co., Md.

Under and by virtue of the power and authority contained in a certain Land Installment Contract (Contract) between Kevin Quinn (Vendor) and John Dominick, Jr. and Anne B. Dominick (vandeas) dated June 23, 1981, and recorded in the Land Records of Queen Anne's County in Liber M.W.M. 176, Folio 14d, defaults having occurred, the undersigned vendor will offer for sale at public auction on the premises on

**Fri., July 16, 1982**  
 at 2:00 p.m.

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

Parcel 152, Map 57, Kent Island, Queen Anne's County, the improvements thereon being known as Rt. 1, Box 27, Chester, Md. 21619.

The property is in fee simple and improved by a one and one-half story single family frame dwelling on a crawl space, containing three bedrooms, one bath, kitchen, dining room, living room and detached garage.

The property is subject to a prior mortgage, the exact amount of which will be announced at the time of sale.

The property will be sold in "as is" condition.

The property will be sold subject to conditions, restrictions and agreements of record, affecting same, if any, and such state of facts that an accurate survey, or physical inspection of the premises might disclose.

Terms of Sale: A deposit of \$6,500.00, payable in cash, certified check or by cashier's check will be required from purchaser at time of sale. Balance of purchase price in cash immediately upon ratification of sale by the Circuit Court for Queen Anne's County, interest to be paid on unpaid purchase price at the rate of 8% per annum from date of sale to date of settlement.

Taxes, water, and other municipal liens and charges, general and special, and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis (including Kent Island, Queen Anne's County or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto) are to be adjusted and apportioned as of the date of sale and are to be assumed and paid thereafter by the Buyer, whether assessments have been levied or not as of the date of sale. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser.

**KEVIN QUINN**

Vendor

Robert H. Campbell & Sons,  
 Auctioneers and Appraisers  
 121 Prince George Street  
 Annapolis, Maryland  
 301-263-5808

RC-8-30-3-008



KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
JOHN DOMINICK, JR.	*	QUEEN ANNE'S COUNTY
-And-	*	EQUITY NO. 7158
ANNA B. DOMINICK	*	
Defendants	*	

\*\*\*\*\*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Kevin Quinn, Vendor, empowered by the Land Installment Contract in the above entitled cause to make sale of that property known as Rt. 1, Box 27, Chester, Maryland 21619, in fee simple, in the proceedings in said cause mentioned respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said Land Installment Contract, which was duly approved, and having given notice of the time, place, manner, and terms of sale by advertisements inserted in The Record Observer newspaper, published in Queen Anne's County, for more than three successive weeks preceding the day of sale, said Vendor did pursuant to said notice on Friday, the 16th day of July, 1982 at 2:00 p.m., attend on the premises, Rt. 1, Box 27, Chester, Maryland 21619 back unto himself at and for the price of Fifteen Thousand Dollars (\$15,000.00), he being the highest bidder therefore in accordance with the terms and conditions of the advertisement of sale.

The Purchaser's Affidavit and Auctioneer's Affidavit are attached hereto.

CLERK OF COURT  
 1982 AUG 13 AM 9:54  
 QUEEN ANNE'S COUNTY

*Kevin Quinn*  
 \_\_\_\_\_  
 Kevin Quinn, Vendor

RECORDED  
 CLERK OF COURT  
 1982 AUG 13 AM 9:54  
 QUEEN ANNE'S COUNTY

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

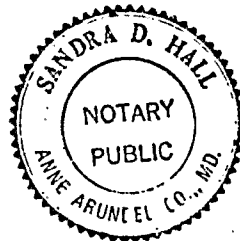
I HEREBY CERTIFY, that on this 20<sup>th</sup> day of July, 1982, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Kevin Quinn, Vendor, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

*Sandra D. Hall*

My Commission Expires:

*July 1, 1986*



AFFIDAVIT OF PURCHASER(S)

I HEREBY CERTIFY, that on this 20<sup>th</sup> day of July, 1982, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Kesler Quinn, the purchaser(s) of the property described in the attached advertisement, and made oath in due form of law that (1) he was/was not acting as agent for anyone; (2) there are/are not no other persons or corporations interested in the purchase as principals; and (3) he had not directly or indirectly discouraged anyone from bidding for the said property.

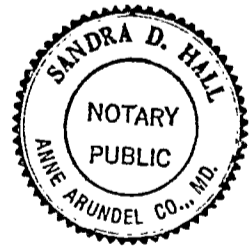
Witness:

Richard P. [Signature]      [Signature]

WITNESS my hand and Notarial Seal this 20<sup>th</sup> day of July, 1982.

Sandra D. Hall  
Notary Public

My Commission Expires:  
July 1, 1986



RECEIVED  
CLERK, CLERK OF THE COURT  
1982 AUG 13 AM 9:55  
QUEEN ANNE'S COUNTY

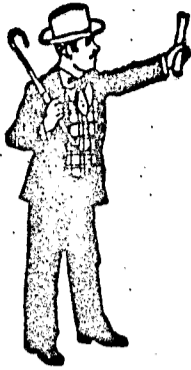
TELEPHONE  
801-208-5808

**ROBERT H. CAMPBELL & SONS**  
Auctioneers & Appraisers

ESTABLISHED 1047

LICENSED AUCTIONEERS AND APPRAISERS OF REAL ESTATE AND PERSONAL PROPERTY  
MEMBER NATIONAL & STATE AUCTIONEERS ASSOCIATIONS

121 PRINCE GEORGE STREET  
ANNAPOLIS, MARYLAND 21401



AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 16 day of July, 1981,

sold the property described in the attached advertisement, unto \_\_\_\_\_

KEVIN QUINN

at and for the sum of \$15,000

being then and there the highest bidder(s) therefore and that the sale was fairly made.

RECEIVED  
CLERK OF COURT  
1982 AUG 13 AM 9:55  
QUEEN ANNE'S COUNTY

*Robert H. Campbell*  
Robert H. Campbell, Auctioneer

Gabriel J. Poggi  
Attorney at Law  
7 Central Avenue, Suite One  
Glen Burnie, Maryland 21031

## Vendors' Sale

of  
Variable

Fee Simple

Property

Rt. 1, Box 27, Md. Rt. No. 18  
Chester, Queen Anne's Co., Md.

Under and by virtue of the power and authority contained in a certain Land Installment Contract (Contract) between Kevin Quinn (Vendor) and John Dominick, Jr. and Anna B. Dominick (vendees) dated June 23, 1981, and recorded in the Land Records of Queen Anne's County in Liber M.W.M. 178; Folio 349, defaults having occurred, the undersigned vendor will offer for sale at public auction on the premises on

**Fri., July 16, 1982**  
at 2:00 p.m.

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

Parcel 152, Map 57, Kent Island, Queen Anne's County, the improvements thereon being known as Rt. 1, Box 27, Chester, Md. 21619.

The property is in fee simple and improved by a one and one-half story single family frame dwelling on a crawl space, containing three bedrooms, one bath, kitchen, dining room, living room and detached garage.

The property is subject to a prior mortgage, the exact amount of which will be announced at the time of sale.

The property will be sold in "as is" condition.

The property will be sold subject to conditions, restrictions and agreements of record, affecting same, if any, and such state of facts that an accurate survey or physical inspection of the premises might disclose.

Terms of Sale: A deposit of \$6,500.00, payable in cash, certified check or by cashier's check will be required from purchaser at time of sale. Balance of purchase price in cash immediately upon ratification of sale by the Circuit Court for Queen Anne's County. Interest to be paid on unpaid purchase price at the rate of 8% per annum from date of sale to date of settlement.

Taxes, water, and other municipal liens and charges, general and special, and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis (including Kent Island, Queen Anne's County or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto) are to be adjusted and apportioned as of the date of sale and are to be assumed and paid thereafter by the Buyer, whether assessments have been levied or not as of the date of sale. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser.

KEVIN QUINN  
Vendor

Robert H. Campbell & Sons,  
Auctioneers and Appraisers  
121 Prince George Street  
Annapolis, Maryland  
301-233-5903

NO. 4-30-82-008

## ORDER NISI ON SALE

KEVIN QUINN  
Plaintiff

vs.

JOHN DOMINICK, JR., et al.  
DefendantsIn the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 7158

ORDERED, this 13th day of August, 1982, that the sale of the real property, made and reported in this cause by Kevin Quinn, Vendor, be ratified and confirmed, on or after the 14th day of September, 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 7th day of September, 1982.

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

Marguerite H. Martin Clerk

Filed August 13, 1982

Centreville, Md. 9/8 19 82

**We Hereby Certify**

That the annexed advertisement of  
Cause No. 7158  
was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 7th day of Sept. 19 82  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 18th day of  
Aug. 19 82, and the last  
insertion on the 8th day of  
Spet. 19 82.

Publishers, Record Observer

Per

*Marguerite W. Mankin*

ORDER NISI  
ON SALE  
KEVIN QUINN  
Plaintiff

vs.

JOHN DOMINICK, Jr.,  
et al.

Defendants

In The Circuit Court  
for

Queen Anne's County  
In Equity

Cause No. 7158

ORDERED, this 13th day  
of August, 1982, that the  
sale of the real property,  
made and reported in this  
cause by Kevin Quinn,  
Vendor, be ratified and  
confirmed, on or after the  
14th day of September,  
1982, unless cause to the  
contrary thereof be pre-  
viously shown; provided a  
copy of this order be  
inserted in some newspa-  
per published in Queen  
Anne's County, Maryland,  
once in each of three  
successive weeks before  
the 7th day of September,  
1982.

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

Marguerite W. Mankin  
Clerk

True Copy, Test:  
Marguerite W. Mankin  
Clerk

By: Betty M. Comegys  
Deputy Clerk

Filed: August 13, 1982

RO-8-18-038

1982 SEP 14 PM 4:33

15 PAGE 543

Gabriel J. Foggi  
Attorney at Law  
7 Central Avenue, Suite One  
Glen Burnie, Maryland 21031

### Vendors' Sale Of Valuable Fee Simple Property

Rt. 1, Box 27, Md. Rt. No. 18  
Chester, Queen Anne's Co., Md.

Under and by virtue of the power and authority contained in a certain Land Installment Contract (Contract) between Kevin Quinn (Vendor) and John Dominick, Jr. and Anna B. Dominick (vendees) dated June 23, 1981, and recorded in the Land Records of Queen Anne's County in Liber M.W.M. 176, Folio 349, defaults having occurred, the undersigned vendor will offer for sale at public auction on the premises on

**Fri., July 16, 1982**  
at 2:00 p.m.

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

Parcel 152, Map 57, Kent Island, Queen Anne's County, the improvements thereon being known as Rt. 1, Box 27, Chester, Md. 21619.

The property is in fee simple and improved by a one and one-half story single family frame dwelling on a crawl space, containing three bedrooms, one bath, kitchen, dining room, living room and detached garage.

The property is subject to a prior mortgage, the exact amount of which will be announced at the time of sale.

The property will be sold in "as is" condition.

The property will be sold subject to conditions, restrictions and agreements of record, affecting same, if any, and such state of facts that an accurate survey or physical inspection of the premises might disclose.

Terms of Sale: A deposit of \$6,500.00; payable in cash, certified check or by cashier's check will be required from purchaser at time of sale. Balance of purchase price in cash immediately upon ratification of sale by the Circuit Court for Queen Anne's County, interest to be paid on unpaid purchase price at the rate of 8% per annum from date of sale to date of settlement.

Taxes, water, and other municipal liens and charges, general and special, and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis (including Kent Island, Queen Anne's County or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto) are to be adjusted and apportioned as of the date of sale and are to be assumed and paid thereafter by the Buyer, whether assessments have been levied or not as of the date of sale. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser.

KEVIN QUINN  
Vendor  
Robert H. Campbell & Sons,  
Auctioneers and Appraisers  
121 Prince George Street  
Annapolis, Maryland  
301-263-5808

NO-6-30-31-058

Centreville, Md. 7/14 19 82

### We Hereby Certify

That the annexed advertisement of  
Vendor's sale

was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 16th day of July 19 82

And that the first insertion of said advertisement in the said RECORD  
OBSERVER was on the 30th day of  
June 19 82, and the last  
insertion on the 14th day of  
July 19 82.

Publishers, Record Observer

Per [Signature]  
RECEIVED  
CLERK, CIRCUIT COURT

1982 OCT -1 PM 4:07  
QUEEN ANNE'S COUNTY



*Equity # 7158*

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Kevin Quinn, as Principal and Hartford Accident and Indemnity Company, a body corporate, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand (\$5,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this *12th* day of October, 1982.

Whereas, the above bounden Kevin Quinn by virtue of the power contained in a Land Installment Contract from John Dominick and Anna B. Dominick dated June 23, 1981 and recorded among the land records of Queen Anne's County, Maryland in Liber MWM No. 176 Folio 349 and Kevin Quinn 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 Kevin Quinn do and shall well and truly and faithfully perform the trust reposed in him under the Land Installment Contract aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

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

Witness

*Judith A. Bennett*

*Kevin Quinn*  
Kevin Quinn

(SEAL)

*M. A. D. D. D.*

Hartford Accident and Indemnity Co.

By: *Judith A. Bennett* (SEAL)

*Surety approved and  
book filed on Oct. 15, 1982.*



CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

3-265

LIBER 15 PAGE 545

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from  
Liber MWM No.3, folio 265, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe  
my name and affix the Seal of the Circuit  
Court for Queen Anne's County, this 15th  
day of October, 1982.



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

KEVIN QUINN

Plaintiff

vs.

JOHN DOMINICK, JR.

-And-

ANNA B. DOMINICK

Defendants

\*  
\*  
\*  
\*  
\*  
\*  
\*

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

EQUITY NO. 7158

\*\*\*\*\*

ORDER

ORDERED BY THE COURT, this <sup>25<sup>th</sup></sup> day of <sup>October</sup> ~~September~~, 1982, that the sale made and reported by Kevin Quinn, Vendor, afore-said, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Vendee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

RECEIVED  
CLERK, CIRCUIT COURT  
1982 OCT 25 PM 4:07  
QUEEN ANNE'S COUNTY

  
JUDGE

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

KEVIN QUINN	:	
Plaintiff	:	
v.	:	Equity No. 7158
JOHN DOMINICK, JR. and	:	
ANNA B. DOMINICK	:	
Defendants	:	

: : : : :

AUDITOR'S ACCOUNT

## PROCEEDS OF FORECLOSURE SALE

Sale Price		\$ 15,000.00	
Interest on \$ 15,000 at 8%			
from 07/16/82 to 11/08/82			
115 days @ \$03.288 per day		378.12	
Real property taxes \$ 327.01			
from 07/01 to 07/16/82			
16 days at \$00.896		<u>14.34-</u>	

## GROSS AMOUNT AVAILABLE FOR DISTRIBUTION

\$ 15,363.78

COMMISSIONS, payable to Fiduciary \$ 900.00

ATTORNEY FEE, as per Contract 500.00

## EXPENSES OF SALE

Court costs	\$ 178.50	
Advertising		
Notice of sale )		
Report of sale )	233.31	
Bond premium	30.00	
Auctioneer's fee (maximum)	37.50	
Certified mail	<u>10.20</u>	489.51

## AUDITOR'S FEE AND COSTS

Fee for audit	\$ 45.00		
Postage & xerox	<u>1.02</u>	<u>46.02</u>	<u>1,935.53-</u>

## NET AMOUNT AVAILABLE FOR DISTRIBUTION

\$ 13,428.25  
=====

## INDEBTEDNESS DUE UNDER CONTRACT

Principal, per Statement of Debt	\$ 46,707.26
Interest to 06/15/83, per Statement	942.08
Late charges, per Statement	121.33
Escrow balance, per Statement	477.98-
Interest on principal at 08%	
06/16/82 to 09/14/82 90 days at \$10.237	<u>921.34</u>

## TOTAL DUE UNDER CONTRACT

\$ 48,214.03

## TO BE DISTRIBUTED TO KEVIN QUINN, Vendor

13,428.25-

## DEFICIT

\$ 34,785.78

RECEIVED  
CLERK, CIRCUIT COURT

1983 MAR -7 AM 10:26

QUEEN ANNE'S COUNTY

NOTICE

The attached Account was filed on the <sup>7<sup>th</sup></sup> day of March, 1983. 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

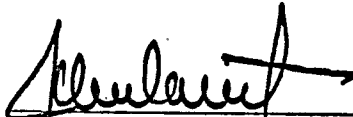
I hereby certify that I have examined the suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Chancery Cause #7158. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it 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 <sup>7<sup>th</sup></sup> day of March, 1983, 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:

Kevin Quinn  
Post Office Box 387  
Stevensville, Maryland 21666

John Dominick, Jr.  
Route 1, Box 27  
Chester, Maryland 21619

Anna B. Dominick  
Route 1, Box 27  
Chester, Maryland 21619

  
\_\_\_\_\_  
John W. Sause, Jr.  
Auditor

RECEIVED  
CLERK, CIRCUIT COURT  
1983 MAR -7 AM 10:26  
QUEEN ANNE'S COUNTY

KEVIN QUINN

vs.

JOHN DOMINICK, JR.ANNA B. DOMINICK

\* IN THE CIRCUIT COURT

\* FOR QUEEN ANNE'S COUNTY

\* IN EQUITY

\* No. 7158NISI RATIFICATION OF AUDITORDERED this 7th day of March, 1983,

that the report and account filed in these proceedings by \_\_\_\_\_

John W. Sause, Jr., Auditor, be ratified on or after the23rd day of March, 1983, unless cause to thecontrary thereof be previously shown; provided notice is given in  
manner provided by Maryland Rule 595 g to persons entitled thereto.Marguerite W. Manlin

Clerk

Filed March 7, 1983

KEVIN QUINN

vs.

JOHN DOMINICK, JR.

ANNA B. DOMINICK

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7158  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 23rd day of March, 1983,  
by the Court that the account of the Auditor is finally ratified and  
confirmed, and Kevin Quinn, ~~Assignee/Trustee~~,  
is directed to apply the proceeds accordingly, with a due proportion of  
interest as the same has been or may be received.

*Elizabeth H. Mankin* Clerk

Filed March 23, 1983

15 552

KEVIN QUINN  
Post Office Box 387  
Stevensville, MD 21666

Plaintiff

vs.

BLINN A. SALISBURY  
5868 Thunderhill Road  
Apartment A-3  
Columbia, MD 21054

Defendant

\* \* \* \* \*

IN THE  
CIRCUIT COURT

FOR

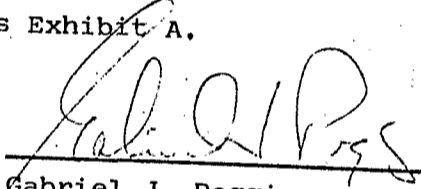
QUEEN ANNE'S COUNTY

EQUITY NO. 7159

Mr. Clerk:

JUN 28-82 \* 25274 \*\*\*\*\*60.00  
JUN 28-82 A 25274 \*\*\*\*\*60.00

Please docket the above entitled case and file the Land  
Installment Contract by and between Kevin Quinn, as vendor and  
Blinn A. Salisbury, as vendee, dated January 8, 1980 and recorded  
among the Land Records of Queen Anne's County in Liber M.W.M. 160,  
folio 312, attached hereto as Exhibit A.



Gabriel J. Poggi  
Attorney for Plaintiff/Vendor  
7 Central Avenue  
Glen Burnie, Maryland 21061  
768-1313

RECEIVED  
CLERK. CIRCUIT COURT  
1982 JUN 28 AM 9:06  
QUEEN ANNE'S COUNTY



CLERK  
1980 JAN 10 AM 11:35  
QUEEN ANNE'S COUNTY

JAN 10-80 \* 27194 \*\*\*\*\*00  
JAN 10-80 A #27194 \*\*\*\*\*00

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT INDEPENDENT LEGAL ADVICE.

LAND INSTALLMENT CONTRACT

THIS AGREEMENT OF SALE, made this 8th day of January, 1980, by and between KEVIN QUINN, Post Office Box 387, Stevensville, Maryland, 21666, hereinafter referred to as "Seller" and BLINN A. SALISBURY, JR., hereinafter referred to as "Buyer".

WITNESS that Seller does hereby bargain and sell unto the Buyer, and the latter does hereby purchase from the former, all that property with improvements thereon, situate and lying in Queen Anne's County, State of Maryland, and known as and described as follows: Parcel 154, Map 56, Stevensville, Md.

The consideration shall be as follows:

- 1. Purchase Price: (land - \$6,000; \$55,000.00  
bldg. - \$49,000)
- 2. Settlement Costs:
  - a. Recordation costs 30.00
  - b. Insurance - flood, fire and comprehensive liability, payable to Buyer and/or Seller as their respective interests may appear in the amount of \$
  - c. 1979-80 Real property taxes (Jan. 8, 1980-June 30, 1980) \$121.85 annually 58.41
  - d. 1980-81 Real property taxes (10 months' escrow) 101.50
  - e. Interest (\$11.62 per day) 278.88

TOTAL COST TO BUYER -----\$55,468.79

Less deposit received .00  
 Less interest due 2/1/80 278.88  
 Less amount to be financed 53,000.00 53,278.88

AMOUNT DUE AT SETTLEMENT -----\$ 2,189.91

The above principal balance, with interest and with the following listed property expenses, shall be paid by Buyer to Seller at Post Office Box 387, Stevensville, Maryland 21666, in

24 consecutive monthly installments of \$ 399.90 \*\* each. Any or all of said installments may be accelerated at Buyer's option. Said monthly payments shall become due and payable on the 1st day of each and every month, with the first installment due on the 1st day of March, 1980.

Interest shall accrue at the rate of 8% per annum on the present unpaid purchase price.

The installment payments shall be applied by the Seller to (a) 1/12 of the annual real property taxes, (b) 1/12 of the annual insurance premiums, (c) interest on the unpaid balance owed by the Buyer, and (d) to the principal balance owed by the Buyer in the same ratio as a mortgage for \$ 53,000.00 bearing interest at the rate of 8% per annum, amortized over a period of 30 years, with a balloon payment at the end of 2 years.

The principal balance of the unpaid purchase price shall be due and payable in full either (a) thirty (30) days after a sum equal to 24 consecutive monthly payments of \$ 399.90 has been paid to Seller by Buyer or (b) thirty (30) days after 30% of the principal balance has been paid by Buyer to Seller, whichever occurs first.

The percentage of the annual real property taxes and insurance premiums shall be held in escrow by Seller until a sufficient sum is accumulated to pay said taxes and insurance premiums in full.

The present property expenses are as follows:

1. Annual real property taxes for the year 1979 - 80 ; \$121.85
2. Insurance (fire, flood, comprehensive liability);

\*\* \$388.90 principal and interest and \$11.00 taxes.

It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges, the difference shall be credited to the unpaid balance of the purchase price.

The Seller shall (1) annually within thirty (30) days of the first of each calendar year, or (2) on demand of the Buyer, no more than twice a year and (3) thirty (30) days prior to the final balloon installment becoming due and payable, furnish to Buyer a statement showing:

- A. The total amount paid for:
  1. Ground rent, if any;
  2. Insurance;
  3. Taxes and other periodic charges.
- B. The amount credited to principal and interest; and,
- C. The balance due.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
2. That he will not assign or transfer this Agreement.
3. That all necessary alterations or repairs shall be made by him at his own expense.
4. That he will make the payments provided hereunder when and as they become due.
5. To maintain comprehensive liability, fire and flood insurance and Buyer further agrees that he will not do, suffer, or permit anything in or about the premises which will contravene the aforesaid policies of insurance against loss of any kind.
6. That he will not use or permit the use of the premises for purposes of a dwelling.

7. That the property is "commercial" and not subject to the provisions of Title 10 of the Real Property Volume of the Annotated Code of Maryland.

8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises. Buyer acknowledges that the premises are presently leased pursuant to the Lease attached hereto as Exhibit A and further agrees to accept the assignment of said Lease from Seller and to be bound by the terms thereof.

Said property has been inspected by Buyer prior to the date of this Contract and Buyer accepts it in its present condition. There are no understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller. Until a deed is given by Seller to Buyer for the premises, Seller shall have the right to enter the premises at reasonable times for inspection purposes.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon.

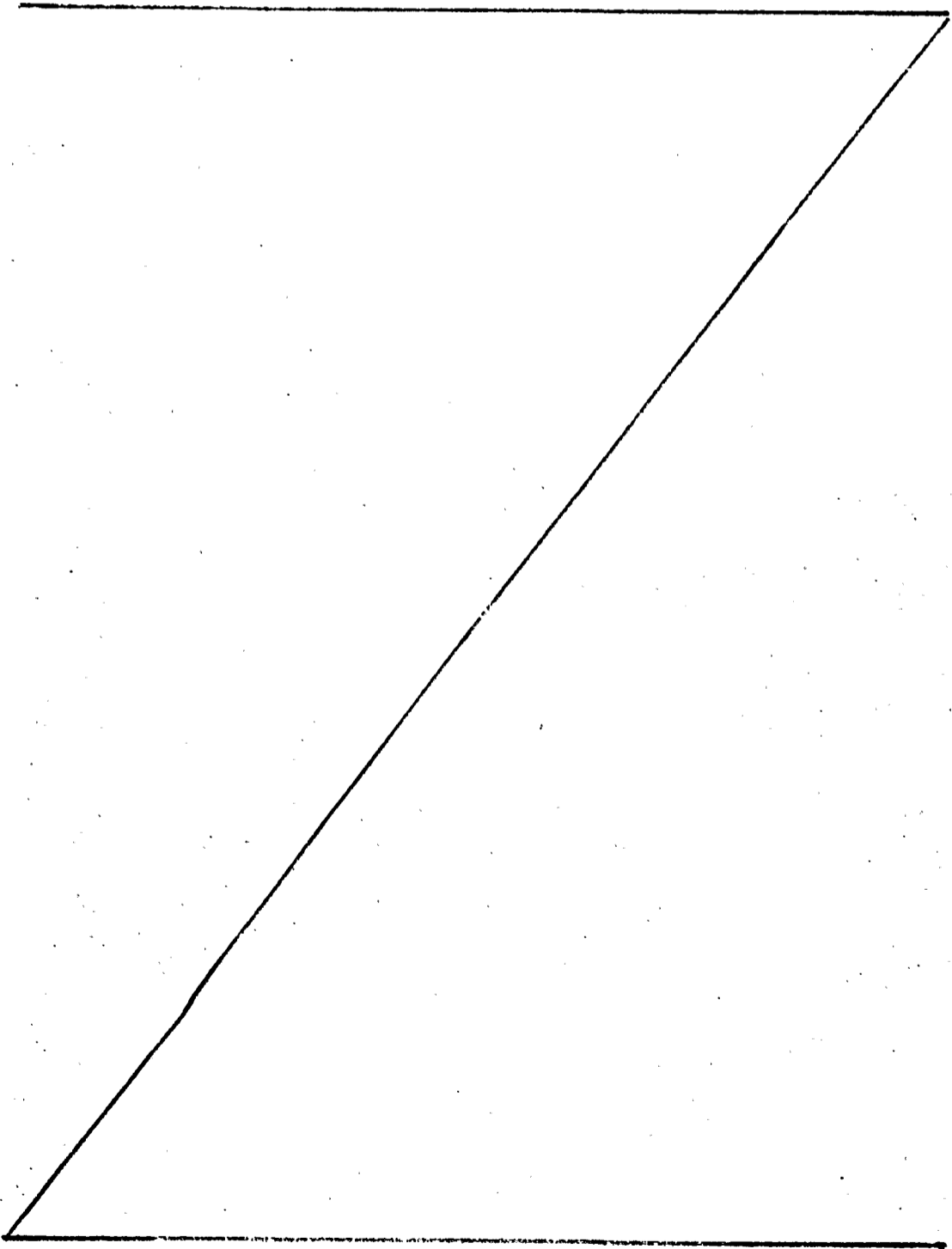
The Seller has not received written notice from any public agency requiring repairs or improvements to be made to the property herein described.

Seller will assign the Lease attached hereto as Exhibit A to Buyer at the time of settlement.

And upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances, except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the property is located, and publicly recorded easements for public

utilities and any other easements which may be observed by an inspection of the property.

Ground rent, and water rent shall be adjusted and apportioned as of the date of possession, and all taxes, general or special and all other public or governmental charges or assessments against the premises which are or may be payable on



an annual basis (including Metropolitan District, Sanitary Commission or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto), are to be adjusted and apportioned as of the date of possession and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of the date of possession. Possession of the premises shall be given to Buyer as of 1/8/80. Cost of all documentary stamps and transfer taxes required by law shall be paid by Buyer at the time of settlement. Seller shall have the right to name the time and place of settlement.

The herein described property is to be held at the risk of the Buyer beginning with the date hereof. It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, including Sellers' mortgagee if any, as their interests may appear, and shall continue said insurance in force during the life of this contract at the expense of the Buyer.

DEFAULT: Failure of the Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default. Seller shall serve written notice of any default and Buyer shall have thirty (30) days from his receipt of said notice of default to cure same. Additionally, Buyer agrees to pay a late charge of five percent (5%) of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of Seller more than five (5) calendar days after the due date thereof to cover the extra expense involved in handling delinquent payments.

Upon any default being made in the payment of said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this contract, then the whole debt hereby secured and then unpaid may thereupon be

declared to be due and payable, at the option of the Seller.

And the said Buyer hereby declares his assent to the passage of a decree for the sale of the herein property at any time after a default has occurred in any of the covenants of this contract, as herein provided; and the said Buyer hereby authorizes the said Seller, or ~~K&WXXXXXXXX~~ the duly authorized agent of Seller, after any default shall have occurred as aforesaid, to sell the property. Any such sale, whether under the aforementioned assent to a decree or under the aforementioned power of sale, shall be under the provisions of Rule W79 of the Maryland Rules of Procedure or under any other general or local laws of the State of Maryland relating to Land Installment Contracts or any supplement, amendment or addition thereto.

And such sale shall be made after giving notice by advertisement as required by the aforesaid statute and Rules; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.

And upon any such sale of said property under this Contract, the proceeds shall be applied as follows:

1. To repayment of all expenses incident to said sale, including a counsel fee of Three Hundred Dollars (\$300.00) for conducting the proceedings if without contest, but if legal services be rendered to the Seller, or to the Trustee, or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland.

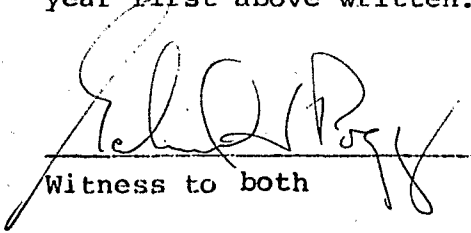
2. To the payment of all claims of the Seller hereunder, whether the same shall have matured or not, including interest thereon until ratification of the final audit;

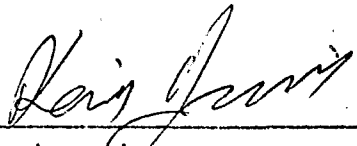
3. And the balance, if any, to the said Buyer, or to whomsoever may be entitled to the same.

And in the event that the debt shall be paid after any advertisement of said property, but before sale thereof, the Buyer hereby covenants to pay also, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this contract, and a commission on the total amount of the indebtedness, principal and interest, equal to one-half the percentage allowed as commission to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland; but said sale may be proceeded with unless, prior to the day appointed therefor, payment be made of said principal and interest, costs, expenses, and commission.

This contract contains the final and entire Agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law, and recordation tax and transfer tax, where required by law shall be paid by the Buyer at the time of settlement.

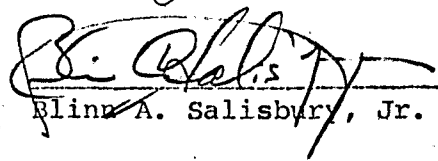
WITNESS the hands and seals of the parties hereto the day and year first above written.

  
Witness to both

  
Kevin Quinn

(SEAL)

SELLER

  
Blinn A. Salisbury, Jr.

(SEAL)

BUYER



NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

Witness:

*[Handwritten signature]*  
\_\_\_\_\_

*[Handwritten signature]* (SEAL)  
\_\_\_\_\_ **BUYER**  
Blinn A. Salisbury Jr.

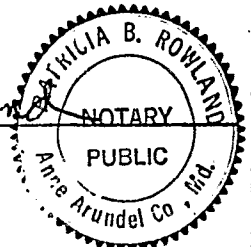
NOTICE TO BUYER: In the event of default, the purchaser may be liable to a default judgment. Within fifteen (15) days after this contract has been signed by both Seller and Buyer, Seller shall cause this contract to be recorded among the Land Records of the County or City in which the property lies and shall mail the recordation receipt therefor to the Buyer.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 8<sup>th</sup> day of January 19 80, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared KEVIN QUINN, the above Seller, and he acknowledged the foregoing Land Installment Contract to be his act.

AS WITNESS my hand and Notarial Seal.

*[Handwritten signature]*  
\_\_\_\_\_



My Commission Expires: 7/1/82

STATE OF MARYLAND, ANNE ARUNDEL County, to wit:

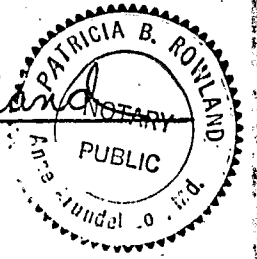
I HEREBY CERTIFY, that on this 30<sup>th</sup> day of January 19 80 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

BLINN A. SALISBURY, JR.

the above Buyer , and he acknowledged the foregoing Land Installment Contract to be his act.

AS WITNESS my hand and Notarial Seal.

*Patricia B. Rowland*



My Commission Expires: 7/1/82

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of a copy of the foregoing Contract, this 8<sup>th</sup> day of January 19 80 .

Witness:

*Richard Pogg*

*Blinn A. Salisbury Jr.*

(SEAL)

BUYER

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this first day of November, 1978, between KEVIN QUINN, hereinafter called the Lessor, and QUINN HOMES, INC., hereinafter called the Lessee.

1. Demise and Term: The Lessor hereby leases to the Lessee all of Parcel 154, Map 56, Stevensville, Maryland, the sole use of the land and the building thereon, for a term to commence on November 1, 1978 and to continue until December 1, 1981.
2. Rent: The monthly rental shall be Four Hundred Fifty Dollars (\$450.00) per month. The aforesaid rentals shall be paid on the first day of each and every month of the lease term.
3. Lessor's Warranties: The Lessor warrants and represents that he is the sole owner of the premises. Neither the Lessor nor his agent has made or makes any representation with respect to the premises, except as in this paragraph set forth; and the Lessee acknowledges that they have examined the premises and that they are accepted in their present condition and state of repair.
4. Use of Premises: The Lessee will use and occupy the premises as a home sales and/or builder and/or developer office, and will have sole use of the building and the land.
5. Unlawful Use: The Lessor represents that there has not been any determination by any authority of the city or state that the nature of the business to be conducted by the Lessee on the premises is in violation of the certificate of occupancy issued for the premises, or in violation of any other law, regulation or ruling. However, nothing in this lease or otherwise shall be taken as constituting a guarantee by the Lessor that such business is lawful under the certificate of occupancy, or otherwise permitted by law. In the event that any authority of the city or state hereafter determines that the premises are being used for a purpose which is in violation of the certificate of occupancy, or in violation of any other law, regulation or ruling, the Lessee will immediately discontinue such use; provided, however, that the Lessee or the Lessor, or both, may apply

EXHIBIT A

for a review of any such determination, and during the time any such review is pending, the Lessee shall have the right to continue such use, provided that such continued use during the time a review is pending is permissible under the law. Notwithstanding anything herein contained, in the event that any authority of the city or state hereafter determines that the premises are being used for a purpose which is in violation of the certificate of occupancy, or in violation of any other law, regulation or ruling, or in the event that any law is adopted or any rule or regulation is issued by any authority of the city or state which shall limit or forbid the use of the premises for a home sales and/or builder and/or developer office type establishment, the Lessee shall have the right to terminate this lease without liability for such termination.

6. Signs: The Lessee will not mar or deface any part of the premises, or display, erect, or maintain any signs, advertisements, notices, awnings, or other projections on any part of the outside of the premises, without the prior written consent of the Lessor.

7. Insurance: The Lessee, at their own expense, will insure and keep insured the premises against any normal risks.

8. Assignment: The Lessee has the right to sublet any or all of the space which is leased from the Lessor. This lease may not be assigned to anyone without the written consent of the Lessee and the Lessor.

9. Additional Covenants: The Lessee will take good care of the premises, and will make all repairs necessary to preserve them in good order and first-class condition, at their own expense; and will execute and comply with all laws, ordinances, rules and regulations at any time issued or in force applicable to the premises or to the Lessee's occupation thereof; and will permit the Lessor to make repairs to, alterations of, or improvements in the premises which he shall deem desirable or necessary to comply with requirements of the city and state authorities having jurisdiction, without being deemed to evict the Lessee constructively or otherwise, in whole or in part; and will

permit the Lessor to examine the premises at all times and to exhibit the premises to prospective purchasers; and will permit the Lessor to post, during the three (3) months prior to the expiration of the term hereof, the usual notice "To Let" in a conspicuous place upon the outside of the premises, and to exhibit the premises to prospective lessees; and will surrender the premises at the end of the term.

10. Utilities. The Lessee shall have the sole responsibility for all electric and heat payments.

11. Fire: If the premises are damaged or partially destroyed by fire or other unavoidable casualty, without the fault of the Lessee, whereby the premises are not rendered wholly untenable, the Lessee shall give immediate notice thereof to the Lessor, and the Lessor at his own expense shall repair the damage or destruction promptly; but if the damage or destruction has rendered the premises wholly untenable, the Lessor may elect within ten (10) days either to cancel this lease or to put the premises in good repair and condition and in the latter event, the rent shall abate until the premises are repaired; provided, however, that if the premises are totally destroyed, this lease shall cease as of the date of such destruction, and the rent shall be paid only until such date.

12. Right of Termination: If the Lessee defaults in the performance of any of the provisions of this lease, other than the covenant to pay rent, and if such default continues for ten (10) days after the Lessor shall have given to the Lessee notice of its intention to terminate this lease, the term of this lease shall cease, and the Lessee shall surrender the premises to the Lessor.

13. Notices: All notices given hereunder shall be in writing and sent by registered mail, addressed to the Lessor at Post Office Box 387, Stevensville, Maryland 21666, and addressed to the Lessee at Post Office Box 88, Stevensville, Maryland 21666.

14. Late Charge: Lessee agrees to pay a late charge of five percent (5%) of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of Lessor more than five (5) calendar days after the due date thereof to cover the extra expense involved in handling delinquent payments.

[ 15 500 ]

-4-

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

WITNESS:

*John A. Blondell*  
*or to Benth*

*Kevin Quinn* (SEAL)  
Kevin Quinn, Lessor

QUINN HOMES, INC.

By: *John A. Blondell* (SEAL)  
John A. Blondell, Vice President

Assigned to Bliss A. Salisbury 1/8/80 for value.  
Reviewed

*Kevin Quinn*  
Kevin B. Quinn

KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
BLINN A. SALISBURY	*	QUEEN ANNE'S COUNTY
Defendant	*	CASE NO. 7159
* * * * *		

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this *25th* day of June, 1982, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Kevin Quinn and made oath in due form of law, that he knows the Defendant herein and that to the best of his information, knowledge and belief:

1. Said Defendant is not in the Military Service of the United State 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.

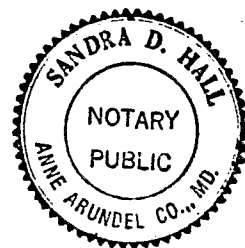
*Kevin Quinn*  
 \_\_\_\_\_  
 Kevin Quinn

Sworn to and subscribed to before me the day and year first above written.

*Sandra D. Hall*  
 \_\_\_\_\_  
 Notary Public

My Commission Expires:  
*July 1, 1982*

RECEIVED  
 CLERK, CIRCUIT COURT  
 1982 JUN 28 AM 9:06  
 QUEEN ANNE'S COUNTY



KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
BLINN A. SALISBURY	*	QUEEN ANNE'S COUNTY
Defendant	*	CASE NO. 7159

\* \* \* \* \*

STATEMENT OF DEBT

Statement of Claim of Kevin Quinn, Vendor/Plaintiff, pursuant to the Land Installment Contract between said Vendor/Plaintiff and Blinn A. Salisbury, as Vendee, the aforesaid Land Installment Contract being dated January 8, 1980, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. 160, folio 312:

Principal Balance Due 4/1/82 . . . . .	\$51,993.95
Interest from 4/1/82 to 6/15/82 at 8% . . . . .	866.09
	<u>\$52,860.04</u>
Less Escrow Balance. . . . .	68.76
	<u>\$52,791.28</u>

Plus per diem interest \$11.40 from 12/1/80

*Kevin Quinn*  
 \_\_\_\_\_  
 Kevin Quinn

STATEMENT OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 25<sup>th</sup> day of June, 1982 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Kevin Quinn, Vendor, and he made oath in due form of alw that the foregoing Statement of Debt is true and correct.

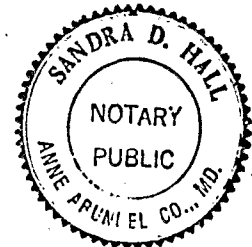
AS WITNESS my hand and Notarial Seal.

*Sandra D. Hall*  
 \_\_\_\_\_  
 Notary Public

My Commission Expires:

*July 1, 1982*

RECORDED  
 CLERK'S OFFICE  
 1982 JUN 28 AM 9:06  
 QUEEN ANNE'S COUNTY





KEVIN QUINN.	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
BLINN A. SALISBURY	*	QUEEN ANNE'S COUNTY
Defendant	*	EQUITY NO. 7159

\*\*\*\*\*

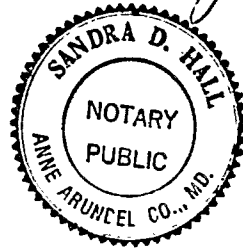
AFFIDAVIT UNDER MARYLAND RULE W79 b

STATE OF MARYLAND  
 COUNTY OF ~~QUEEN ANNE~~ SS:  
 ANNE ARUNDEL

I HEREBY CERTIFY, that on this 25<sup>th</sup> day of ~~May~~ <sup>JUNE</sup>, 1982, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared WALTER FENNINGTON and he made oath in due form of law that on May 17, 1982, he personally delivered to the office of Blinn A. Salisbury, at the Olney Professional Building, Suite 104, Georgia Avenue, Montgomery County, Maryland, a copy of the attached letter from Gabriel J. Poggi, dated May 5, 1982. Said notice was left with Mr. Salisbury's secretary at his direction, all in accordance with Rule W79 (b) of the Maryland Rules of Procedure.

Sandra D. Hall  
 Notary Public

My Commission Expires: July 1, 1982



RECEIVED  
 CLERK, CIRCUIT COURT  
 1982 JUN 28 AM 9:06  
 QUEEN ANNE'S COUNTY

May 5, 1982

Mr. Blinn A. Salisbury, Jr.  
5868 Thunderhill Road  
Apartment A-3  
Columbia, Maryland 21054

Dear Mr. Salisbury:

Pursuant to Rule W79 (B) of the Maryland Rules of Procedure this is to advise you that the land installment contract between you and Kevin Quinn, client, dated January 8, 1980 has terminated of its own terms. You have thirty days from your receipt of this notice to pay the principal sum of \$51,925.19 plus interest at the contract rate of 8% from April 1, 1982. If payment of the aforesaid sum is not received within thirty days from your receipt of this notice, foreclosure proceedings will be instituted.

Sincerely,

Gabriele M. Poggi

GJP/dsp

cc: Mr. Kevin Quinn

HAND DELIVERED

KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
BLINN A. SALISBURY	*	QUEEN ANNE'S COUNTY
Defendant	*	EQUITY NO. 7159

\*\*\*\*\*

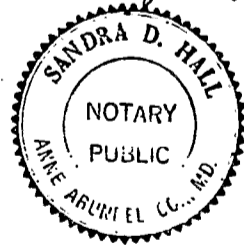
AFFIDAVIT UNDER MARYLAND RULE W74 a 2 (c)

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE SS:

I HEREBY CERTIFY, that on this *9th* day of July, 1982, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared GABRIEL J. POGGI, Attorney for Kevin Quinn, Plaintiff, in the above-entitled case, and made oath in due form of law that on July 8, 1982, he caused to be mailed, by registered and regular mail to the defendant at his last known address, notice of the time, place and terms of sale of the mortgaged property by letter dated July 8, 1982 a copy of which is attached hereto.

*Sandra D. Hall*  
Notary Public

My Commission Expires: *July 1, 1982*



RECEIVED  
CLERK, CIRCUIT COURT  
1982 JUL 12 AM 10:07  
QUEEN ANNE'S COUNTY

LIBER

15 PAGE 572

GABRIEL J. POGGI

ATTORNEY AT LAW

7 CENTRAL AVENUE, SUITE ONE  
GLEN BURNIE, MARYLAND 21061  
AREA CODE 301 768-1313

July 8, 1982

Mr. Blinn A. Salisbury, Jr.  
5868 Thunderhill Road  
Apartment A-3  
Columbia, Maryland 21054

Re: Quinn v. Salisbury  
Equity No. 7159  
Circuit Court for Queen Anne's County  
Foreclosure Sale of Property known as  
Parcel 154, Map 56  
Stevensville, Maryland 21666

Dear Mr. Salisbury:

Pursuant to Maryland Rule W74 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 door of the Queen Anne's County Court House, Centreville, Maryland 21617, on Friday, July 16, 1982 at 3:00 p.m. and will be sold then and there to the highest bidder(s). A deposit of \$7,500.00 payable in cash or by certified or cashier's check will be required from the purchaser(s).

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

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

Sincerely,

Gabriel J. Poggi  
Attorney for Kevin Quinn, Vendor

GJP/dsp  
Enclosure

REGISTERED MAIL  
Return Receipt Requested

FD-430-31-081

**Gabriel J. Poggi**  
**Attorney at Law**  
**7 Central Avenue, Suite 010**  
**Glen Burnie, Maryland 21061**

## **Vendors' Sale**

Of

### **Valuable Fee Simple Improved Commercial Property**

**Parcel 154, Map 56  
Stevensville, Queen Anne's Co., Md.**

Under and by virtue of the power and authority contained in a certain Land Installment Contract (Contract) between Kevin Quinn (vendor) and Blinn A. Salisbury (vendee) dated January 8, 1980 and recorded in the Land Records of Queen Anne's County in Liber M.W.M. 160, Folio 312, defaults having occurred, the undersigned vendor will offer for sale at public auction at the door of the Queen Anne's County Courthouse, Centreville, Maryland on

**Fri., July 16, 1982**  
at 3:00 p.m.

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

Parcel 154, Map 56, Stevensville, Queen Anne's County, Maryland 21688.

The property is in fee simple and is improved by a one story brick and frame commercial building. The property fronts on Cockey Lane, Stevensville, Maryland, is zoned B-1 Commercial and contains .161 acres plus or minus.

The property is subject to a prior mortgage, the exact amount of which will be announced at the time of sale.

The property will be sold in "as is" condition.

The property will be sold subject to conditions, restrictions and agreements of record, affecting same, if any, and such state of facts that an accurate survey or physical inspection of the premises might disclose.

Terms of Sale: A deposit of \$7,500.00, payable in cash, certified check or by cashier's check will be required from purchaser at time and place of sale. Balance of purchase price in cash immediately upon ratification of sale by the Circuit Court for Queen Anne's County, interest to be paid on unpaid purchase price at the rate of 8% per annum from date of sale to date of settlement.

Taxes, water, and other municipal liens and charges, general and special, and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis (including Kent Island, Queen Anne's County or other benefit charges, assessments, liens or encumbrances for sewer, water drainage or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto) are to be adjusted and apportioned as of the date of sale and are to be assumed and paid thereafter by the Buyer, whether assessments have been levied or not as of the date of sale. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser.

**KEVIN QUINN**

Vendor

**Robert H. Campbell & Sons,**  
Auctioneers and Appraisers  
121 Prince George Street  
Annapolis, Maryland  
301-253-5903

RD-8-30-3-081

LIBER

15 PAGE 573

KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
BLINN A. SALISBURY	*	QUEEN ANNE'S COUNTY
Defendant	*	EQUITY NO. 7159

\*\*\*\*\*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Kevin Quinn, Vendor, empowered by the Land Installment Contract in the above entitled cause to make sale of that property known as Parcel 154, Map 56, Stevensville, Maryland 21666, in fee simple, in the proceedings in said cause mentioned respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said Land Installment Contract, which was duly approved, and having given notice of the time, place, manner, and terms of sale by advertisement inserted in The Record Observer newspaper, published in Queen Anne's County, for more than three successive weeks preceding the day of sale, said Vendor did pursuant to said notice on Friday, the 16th day of July, 1982 at 3:00 p.m., attend on the premises, Parcel 154, Map 56, Stevensville, Maryland 21666 back unto himself at and for the price of Fourteen Thousand Dollars (\$14,000.00), he being the highest bidder therefor in accordance with the terms and conditions of the advertisement of sale.

The Purchaser's Affidavit and Auctioneer's Affidavit are attached hereto.

RECEIVED  
 CLERK OF COURT  
 1982 AUG 13 AM 9:55  
 QUEEN ANNE'S COUNTY

*Kevin Quinn*  
 \_\_\_\_\_  
 Kevin Quinn, Vendor

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

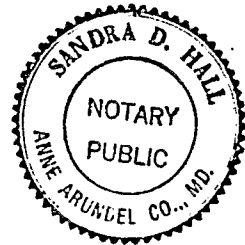
I HEREBY CERTIFY, that on this 20<sup>th</sup> day of July, 1982, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Kevin Quinn, Vendor, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

*Sandra D. Hall*

My Commission Expires:

*July 1, 1986*



AFFIDAVIT OF PURCHASER(S)

I HEREBY CERTIFY, that on this 20<sup>th</sup> day of July, 1982, before the subscriber, a Notary Public of the State of Maryland, in and for the County of ANNE ARUNDEL, personally appeared KEVIN QUINN, the purchaser(s) of the property described in the attached advertisement, and made oath in due form of law that (1) he was/was not acting as agent for anyone; (2) there are/are not no other persons or corporations interested in the purchase as principals; and (3) he had not directly or indirectly discouraged anyone from bidding for the said property.

Witness:

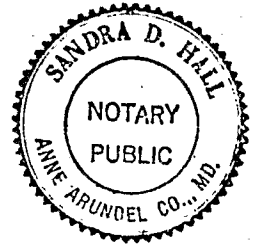
Richard Pegg Kevin Quinn

WITNESS my hand and Notarial Seal this 20<sup>th</sup> day of July, 1982.

Sandra D. Hall  
Notary Public

My Commission Expires:

July 1, 1986



RECORDED  
CLERK  
1982 AUG 13 AM 9:55  
QUEEN ANNE'S COUNTY



TELEPHONE  
801-205-5808



**ROBERT H. CAMPBELL & SONS**  
Auctioneers & Appraisers

ESTABLISHED 1847

LICENSED AUCTIONEERS AND APPRAISERS OF REAL ESTATE AND PERSONAL PROPERTY

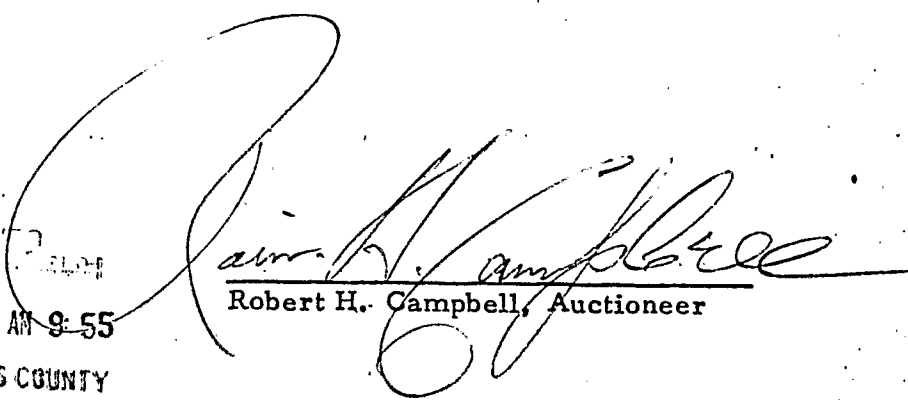
MEMBER NATIONAL & STATE AUCTIONEERS ASSOCIATIONS

121 PRINCE GEORGE STREET  
ANNAPOLIS, MARYLAND 21401

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 16 day of July, 1982,  
sold the property described in the attached advertisement, unto \_\_\_\_\_  
Kevin Quinn  
at and for the sum of \$14,000  
being then and there the highest bidder(s) therefore and that the sale was fairly  
made.

RECEIVED  
CLERK OF COURT  
1982 AUG 13 AM 9:55  
GULLIN ANNE'S COUNTY

  
Robert H. Campbell, Auctioneer

Robert A. Poggi  
Attorney at Law

7 Central Avenue, Suite One  
Crown Point, Maryland 21031

## 2. Vendor's Sale

or

### Valuable Fee Simple Improved Commercial Property

Parcel 164, Map E3

Stevensville, Queen Anne's Co., Md.

Under and by virtue of the power and authority contained in a certain Land Installment Contract (Contract) between Kevin Quinn (vendor) and Blinn A. Salisbury (vendee) dated January 8, 1980 and recorded in the Land Records of Queen Anne's County in Liber M.W.M. 100, Folio 312, defaults having occurred, the undersigned vendor will offer for sale at public auction at the door of the Queen Anne's County Courthouse, Centerville, Maryland on

**Fri., July 16, 1982**

at 3:00 p.m.

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

Parcel 164, Map E3, Stevensville, Queen Anne's County, Maryland 21633.

The property is in fee simple and is improved by a one story brick and frame commercial building. The property fronts on Cockey Lane, Stevensville, Maryland, is zoned B-1 Commercial and contains .161 acres plus or minus.

The property is subject to a prior mortgage, the exact amount of which will be announced at the time of sale.

The property will be sold in "as is" condition.

The property will be sold subject to conditions, restrictions and agreements of record, affecting same, if any, and such state of facts that an accurate survey or physical inspection of the premises might disclose.

Terms of Sale: A deposit of \$7,500.00, payable in cash, certified check or by cashier's check will be required from purchaser at time and place of sale. Balance of purchase price in cash immediately upon ratification of sale by the Circuit Court for Queen Anne's County, interest to be paid on unpaid purchase price at the rate of 8% per annum from date of sale to date of settlement.

Taxes, water, and other municipal fees and charges, general and special, and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis (including Kent Island, Queen Anne's County or other benefit charges, assessments, liens or encumbrances for sewer, water drainage or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto) are to be adjusted and apportioned as of the date of sale and are to be assumed and paid thereafter by the Buyer, whether assessments have been levied or not as of the date of sale. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser.

KEVIN QUINN

Vendor

Robert H. Campbell & Sons,  
Auctioneers and Appraisers  
121 Prince George Street  
Annapolis, Maryland  
301-253-6908

FD-4-81-051

ORDER NISI ON SALE

KEVIN QUINN  
Plaintiff

vs.

BLINN A. SALISBURY  
Defendant

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

Cause No. 7159

ORDERED, this 13th day of August, 1982, that the sale of the real property, made and reported in this cause by Kevin Quinn, Vendor, be ratified and confirmed, on or after the 14th day of September, 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 7th day of September, 1982.

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

Marguerite St. Hankin Clerk

Filed August 13, 1982

Centreville, Md. 9/1 19 82

### We Hereby Certify

That the annexed advertisement of Order Nisi Cause No. 7159 was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 7th day of Sept. 19 82. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 18th day of Aug. 19 82, and the last insertion on the 1st day of Sept. 19 82.

Publishers, Record Observer

Per Betty M. Comegys

ORDER NISI  
ON SALE  
KEVIN QUINN  
Plaintiff

vs.  
BLINN A. SALISBURY  
Defendant  
In The Circuit Court  
for  
Queen Anne's County  
In Equity  
Cause No. 7159

ORDERED, this 13th day of August, 1982, that the sale of the real property, made and reported in this cause by Kevin Quinn, Vendor, be ratified and confirmed, on or after the 14th day of September, 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 7th day of September, 1982.

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: August 13, 1982  
RO-9-18-037

1982 SEP 14 PM 4:33

2159

Centreville, Md. 7/14 19 82

### We Hereby Certify

That the annexed advertisement of  
Vendor's sale  
 was published in the RECORD  
 OBSERVER, a newspaper published  
 in Queen Anne's County, Maryland, once  
 in each of 3 successive weeks before  
 the 16th day of July 19 82  
 And that the first insertion of said ad-  
 vertisement in the said RECORD  
 OBSERVER was on the 30th day of  
June 19 82, and the last  
 insertion on the 14th day of  
July 19 82

Publishers, Record Observer

Per

*Walter M. Norman*

RECEIVED  
CLERK, CIRCUIT COURT

1982 OCT -1 PM 4:07

QUEEN ANNE'S COUNTY

**Gabriel J. Poggi**  
 Attorney at Law  
 7 Central Avenue, Suite One  
 Glen Burnie, Maryland 21031

## Vendors' Sale

of

**Valuable  
 Fee Simple  
 Improved  
 Commercial  
 Property**

**Parcel 154, Map 56  
 Stevensville, Queen Anne's Co., Md.**

Under and by virtue of the power and authority contained in a certain Land Installment Contract (Contract) between Kevin Quinn (vendor) and Billn A. Salisbury (vendee) dated January 8, 1980 and recorded in the Land Records of Queen Anne's County in Liber M.W.M. 160, Folio 312, defaults having occurred, the undersigned vendor will offer for sale at public auction at the door of the Queen Anne's County Courthouse, Centreville, Maryland on

**Fri., July 16, 1982**  
 at 3:00 p.m.

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

Parcel 154, Map 56, Stevensville, Queen Anne's County, Maryland 21666.

The property is in fee simple and is improved by a one story brick and frame commercial building. The property fronts on Cockay Lane, Stevensville, Maryland, is zoned B-1 Commercial and contains .161 acres plus or minus.

The property is subject to a prior mortgage, the exact amount of which will be announced at the time of sale.

The property will be sold in "as is" condition.

The property will be sold subject to conditions, restrictions and agreements of record, affecting same, if any, and such state of facts that an accurate survey or physical inspection of the premises might disclose.

Terms of Sale: A deposit of \$7,500.00, payable in cash, certified check or by cashier's check will be required from purchaser at time and place of sale. Balance of purchase price in cash immediately upon ratification of sale by the Circuit Court for Queen Anne's County, interest to be paid on unpaid purchase price at the rate of 8% per annum from date of sale to date of settlement.

Taxes, water, and other municipal liens and charges, general and special, and all other public or governmental charges or assessments against the premises which are or may be payable on an annual basis (including Kent Island, Queen Anne's County or other benefit charges, assessments, liens or encumbrances for sewer, water drainage or other public improvements completed or commenced on or prior to the date hereof or subsequent thereto) are to be adjusted and apportioned as of the date of sale and are to be assumed and paid thereafter by the Buyer, whether assessments have been levied or not as of the date of sale. Cost of all documentary stamps and transfer taxes shall be borne by the purchaser.

KEVIN QUINN

Vendor

Robert H. Campbell & Sons,  
 Auctioneers and Appraisers  
 121 Prince George Street  
 Annapolis, Maryland  
 301-263-5808

RO-9-30-31-061

Equity # 7159

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Kevin Quinn, as Principal and Hartford Accident and Indemnity Company, a body corporate, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand (\$5,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 12<sup>th</sup> day of October, 1982.

Whereas, the above bounden Kevin Quinn by virtue of the power contained in a Land Installment Contract from Blinn A. Salisbury dated January 8, 1980 to Kevin Quinn and recorded among the land records of Queen Anne's County, Maryland in Liber MWM No. 160 Folio 312 and Kevin Quinn 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 Kevin Quinn do and shall well and truly and faithfully perform the trust reposed in him under the Land Installment Contract aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

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

Witness

Judith S. Bennett

Kevin Quinn (SEAL)

Hartford Accident and Indemnity Co

By: Judith S. Bennett (SEAL)

*Surety approved and  
bond filed on Oct. 15, 1982*



CERTIFIED COPY OF POWER OF  
ATTORNEY ATTACHED

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from  
Liber MWM No. 3, ;folio 266, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe  
my name and affix the Seal of the Circuit  
Court for Queen Anne's County, this 15th  
day of Ocober, 1982.



*Margaret M. Marben*

Clerk of the Circuit Court for Queen Anne's  
County

KEVIN QUINN

Plaintiff

vs.

BLINN A. SALISBURY

Defendant

\*  
\*  
\*  
\*  
\*

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
EQUITY NO. 7159

\*\*\*\*\*

ORDER

ORDERED BY THE COURT, this *25<sup>th</sup>* day of *October*, 1982,  
that the sale made and reported by Kevin Quinn, Vendor, afore-  
said, be and the same is hereby finally ratified and confirmed,  
no cause to the contrary having been shown, although due notice  
appears to have been given as required by the Order Nisi passed  
in said cause; and the Vendor is allowed the usual commissions  
and such proper expenses as he shall produce vouchers for to  
the Auditor.

*Caylon Earl*  
\_\_\_\_\_  
JUDGE

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CLERK, CIRCUIT COURT  
1982 OCT 25 PM 4:07  
QUEEN ANNE'S COUNTY



IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

KEVIN QUINN :  
 Plaintiff :  
 v. : Equity No. 7159  
 BLINN A. SALISBURY :  
 Defendant :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price		\$ 14,000.00	
Interest on \$ 14,000 at 8%			
from 07/16/82 to 11/08/82			
115 days @ \$03.068 per day		352.82	
Real property taxes \$ 327.01			
from 07/01 to 07/16/82			
16 days at \$00.449		<u>7.18-</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 14,345.64
COMMISSIONS, payable to Fiduciary	\$	850.00	
ATTORNEY FEE, as per Contract		300.00	
EXPENSES OF SALE			
Court costs	\$	190.50	
Advertising			
Notice of sale			
Report of sale		239.19	
Bond premium		30.00	
Auctioneer's fee (maximum)		35.00	
Certified mail		<u>5.10</u>	499.79
AUDITOR'S FEE AND COSTS			
Fee for audit	\$	45.00	
Postage & xerox		<u>0.78</u>	<u>45.78</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 12,650.07
=====			
INDEBTEDNESS DUE UNDER CONTRACT			
Principal, per Statement of Debt	\$	51,993.95	
Interest to 06/15/83, per Statement		866.09	
Escrow balance, per Statement		68.76-	
Interest on principal at 08%			
06/16/82 to 09/14/82 90 days at \$11.396		<u>1,025.64</u>	
TOTAL DUE UNDER CONTRACT			\$ 53,816.92
TO BE DISTRIBUTED TO KEVIN QUINN, Vendor			<u>12,650.07-</u>
DEFICIT			\$ 41,166.85

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 1983 MAR -7 AM 10:26  
 QUEEN ANNE'S COUNTY

NOTICE

The attached Account was filed on the 7<sup>th</sup> day of March, 1983. 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.

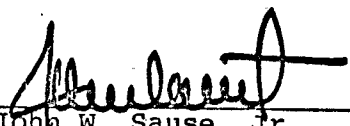
CERTIFICATE OF AUDITOR

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 #7159. 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 7<sup>th</sup> day of March, 1983, 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:

Kevin Quinn  
Post Office Box 387  
Stevensville, Maryland 21666

Blinn A. Salisbury  
5868 Thunderhill Road  
Apartment A-3  
Columbia, Maryland 21054

  
\_\_\_\_\_  
John W. Sause, Jr.  
Auditor

RECEIVED  
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1983 MAR -7 AM 10:26  
QUEEN ANNE'S COUNTY

KEVIN QUINN

vs.

BLINN A. SALISBURY

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7159  
\*

NISI RATIFICATION OF AUDIT

ORDERED this 7th day of March, 1983,  
that the report and account filed in these proceedings by \_\_\_\_\_  
John W. Sause, Jr., Auditor, be ratified on or after the  
23rd day of March, 1983, 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.

Marquerite W. Martin Clerk

Filed March 7, 1983

KEVIN QUINN

Plaintiff

v.

BLINN A. SALISBURY

Defendant

\* IN THE CIRCUIT COURT FOR

\* QUEEN ANNE'S COUNTY, MARYLAND

\*

\*

\* EQUITY NO. 7159

\*\*\*\*

EXCEPTIONS  
TO AUDITOR'S ACCOUNT

The defendant, Blinn A. Salisbury, excepts to the auditor's account for the following reasons:

1. The land installment contract foreclosed provided that the seller was to provide the buyer with a good and merchantable title, free and clear of any liens or encumbrances; whereas, the property as foreclosed was sold subject to a First Mortgage, the amount of which was not disclosed until the day of sale.

2. The action of selling said property subject to a First Mortgage without early disclosure of the amount due resulted in the receipt of an inadequate price.

3. The seller, plaintiff, cannot recoup a deficit based upon the full purchase price of the property where he has already received funds by virtue of a mortgage.

Respectfully submitted

THOMPSON & THOMPSON

BY: *James E. Thompson, Jr.*  
James E. Thompson, Jr.  
118 North Commerce Street  
Centreville, Maryland 21617  
Telephone No. 758-0877  
Attorney for defendant

*Blinn A. Salisbury*  
Blinn A. Salisbury

I HEREBY CERTIFY that the matters and facts set forth in the foregoing Exceptions to Auditor's Account are true and correct to the best of my knowledge, information and belief.

*Blinn A. Salisbury*  
Blinn A. Salisbury

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 21<sup>st</sup> day of March, 1983, a copy of the foregoing Exceptions to Auditor's Account was mailed, postage prepaid, to Gabriel J. Poggi, Esquire, 7 Central Avenue Suite One, Glen Burnie, Maryland 21061, attorney for plaintiff.

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

THOMPSON & THOMPSON  
ATTORNEYS AT LAW  
CENTREVILLE, MARYLAND 21617  
758 0877

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1983 MAR 21 PM 2:14  
QUEEN ANNE'S COUNTY

KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
BLINN A. SALISBURY	*	QUEEN ANNE'S COUNTY
Defendant	*	EQUITY NO. 7159

\* \* \* \* \*

ANSWER TO EXCEPTIONS TO AUDITOR'S ACCOUNT

KEVIN QUINN, Plaintiff, by his attorney, Gabriel J. Poggi, in answer to the Exceptions to Auditor's Account filed herein by the Defendant, Blinn A. Salisbury, says:

1) Plaintiff admits the allegations contained in paragraph 1 of said Exceptions. Further answering, however, no settlement of the Land Installment Contract ever took place between Plaintiff and Defendant. Accordingly, the Plaintiff was never called upon to deliver a good and merchantable title, free and clear of any liens or encumbrances.

2) Plaintiff denies the allegations contained in paragraphs 2 and 3.

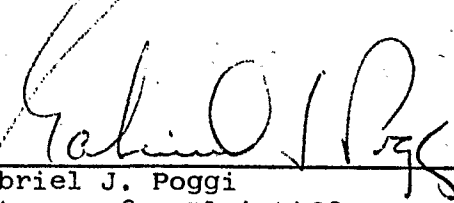
3) Further answering it is clear that the Exceptions filed by the Defendant relate to the sale itself and not to the Auditor's accounting of the proceeds from the sale. The sale in this case was ratified on October 25, 1982, the period for filing exceptions thereto having long since expired.

4) Further answering it is apparent that the Defendant misunderstands the nature of the transaction in question. Whether the property was sold subject to a prior lien or not has no bearing upon the contract purchase price due from the Defendant to the Plaintiff and the fact that Plaintiff may owe a portion of that contract price to a prior mortgagee is of no consequence to the Defendant and is certainly not a matter to be stated on the auditor's account in these proceedings.

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QUEEN ANNE'S COUNTY

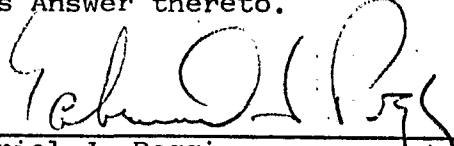
WHEREFORE Plaintiff prays:

- 1) That Defendant's Exceptions to the Auditor's Account be dismissed with costs.
- 2) For such other and further relief as the nature of Plaintiff's case may require.

  
\_\_\_\_\_  
Gabriel J. Poggi  
Attorney for Plaintiff  
7 Central Avenue  
Glen Burnie, Maryland 21061  
768-1313

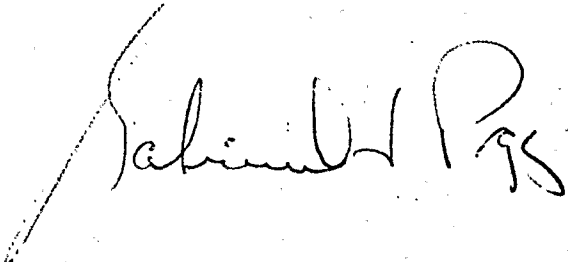
REQUEST FOR HEARING

Plaintiff requests a hearing on Defendant's Exceptions to Auditor's Account and Plaintiff's Answer thereto.

  
\_\_\_\_\_  
Gabriel J. Poggi

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 24<sup>th</sup> day of March, 1983, a copy of the foregoing Answer to Exceptions to Auditor's Account was mailed postage prepaid to James E. Thompson, Jr., Esquire, 118 North Commerce Street, Centreville, Maryland 21617, Attorney for Defendant.



CCC:mfe:7/7/83

KEVIN QUINN : IN THE CIRCUIT COURT  
Plaintiff. :  
vs. : FOR QUEEN ANNE'S COUNTY,  
BLINN A. SALISBURY : SITTING IN EQUITY  
Defendant : NO. 7159

MEMORANDUM OPINION

Kevin Quinn, Plaintiff, and Blinn A. Salisbury, Jr., apparently the Defendant, entered into a Land Installment Contract dated January 8, 1980 for Plaintiff to sell to Defendant an improved lot in Queen Anne's County for \$55,000 of which \$53,000 was to be financed upon terms set forth in the Contract filed in this cause. Defendant agreed, inter alia:

4. That he will make the payments provided hereunder when and as they become due.

The Contract further provided in pertinent parts:

And upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances ...

Upon any default being made in the payment of said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this contract, then the whole debt hereby secured and then unpaid may thereupon be declared to be due and payable, at the option of the Seller.

The Contract gave the Plaintiff power to sell the property upon a default in any of the covenants under the provisions of Md. Rule W79.

Upon any sale of the property under the Contract the proceeds will be applied first to the expenses, then:

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QUEEN ANNE'S COUNTY

2. To the payment of all claims of the Seller [Plaintiff] hereunder, whether the same shall have matured or not, including interest thereon until ratification of the final audit;

Plaintiff filed a Statement of Debt under oath in this cause on June 28, 1982 showing an unpaid principal balance due 4-1-82 of \$51,993.95 with interest from then to June 15, 1982 at 8% of \$866.09. An escrow balance of \$68.76 was credited, leaving an unpaid debt of \$52,791.28. Plaintiff also claimed a per diem interest of \$11.40.

A Report of Sale was filed by Plaintiff showing a public sale of the property on July 16, 1982 which was purchased by him at the price of \$14,000. The advertisement of sale, as duly published, contained this notice:

The property is subject to a prior mortgage, the exact amount of which will be announced at the time of sale.

No exceptions having been filed, the reported sale was finally ratified.

The matter was referred to this Court's Auditor, who filed an Account allowing the expenses of sale and audit and the "Indebtedness due Under Contract" as follows:

INDEBTEDNESS DUE UNDER CONTRACT	
Principal, per Statement of Debt	\$ 51,993.95
Interest to 06/15/83, per Statement	866.09
Escrow balance, per Statement	68.76-
Interest on principal at 08% 06/16/82 to 09/14/82 90 days at \$11.396	<u>1,025.64</u>
<b>TOTAL DUE UNDER CONTRACT</b>	<b>\$53,816.92</b>

The Defendant timely filed Exceptions to the Auditor's Account on the following grounds:

1. The land installment contract fore-closed provided that the seller was to provide the buyer with a good and mer-



chantbale (sic) title, free and clear of any liens or encumbrances; whereas, the property as foreclosed was sold subject to a First Mortgage, the amount of which was not disclosed until the day of sale.

2. The action of selling said property subject to a First Mortgage without early disclosure of the amount due resulted in the receipt of an inadequate price.

3. The seller, plaintiff, cannot recoup a deficit based upon the full purchase price of the property where he has already received funds by virtue of a mortgage.

1 and 2

"Since the Defendant could have objected to the ratification of the foreclosure sale, but failed to do so he is bound by it as completely as if he had objected to it." Bainder v. Bldg. & Loan Assn., 161 Md. 597, including any allegations of inadequacy of price. McKenna v. Sachse, Executor, 225 Md. 595 at 599. See also Wilson Brothers v. Cooley, 251 Md. 350 at 360, citing Albert v. Hamilton, 76 Md. 304. In the case of Bently v. Beacham, 91 Md. 677, the Court of Appeals found at 678:

If the exceptants have any interest in or title to the land sold under the mortgage they may, of course, come in and object to the ratification of the sale, but such objections must be based upon the invalidity of the mortgage or that the sale would unjustly deprive them of their property, Albert v. Hamilton, 76 Md. 307; or upon the mode and manner of the sale. Patapsco Guano Co. v. Elder, et al., 53 Md. 465.

Since the first two exceptions go to the mode and manner of sale, they are filed too late.

3

Counsel for the Exceptant characterized Exception No. 3 at the hearing as questioning the Statement of Debt - that it was in error because Plaintiff did not reduce the indebtedness under the Contract by the amount of the proceeds of the unpaid mortgage Plaintiff had placed on the property. Exceptant argues that

Plaintiff will be unjustly enriched, because the property was sold subject to the mortgage, thereby reducing the bid price and the amount applicable to retirement of Defendant's indebtedness.

Plaintiff's counsel stated he was at the sale and the amount of the mortgage indebtedness was announced to be approximately \$12,000 and that the bidding commenced at that amount, which would have retired the mortgage lien. This Court finds this to be unorthodox, especially in light of the advertised terms.

The holding in Bainder v. Bldg. & Loan Assn., supra, at 604, would seem to preclude the defendant from challenging the amount of his indebtedness under the Contract by filing exceptions to the ratification of the Auditor's Account, because the Court of Appeals in ruling on exceptions to the ratification to the account, which showed a balance on the mortgage debt still due and owing to the mortgagee, held:

The effect of that decree [ratification of the foreclosure sale] was to establish the mortgage debt as a valid and subsisting debt enforceable against the mortgaged property, but not to establish the personal liability of Bainder for the payment of that debt. That question cannot arise unless and until the mortgagee, by a petition or motion for a decree in personam or OTHER APPROPRIATE PROCEEDING ATTEMPTS TO ESTABLISH THAT LIABILITY [emphasis added by capitalization], and while the fact, if it is a fact, that the mortgagee discharged Bainder from any personal liability for the debt would be relevant in such a proceeding, it is not relevant in a proceeding to distribute the proceeds of a sale of the mortgaged property after the sale has been finally ratified. For the mortgage debt and the personal liability of the mortgagors for the payment of that debt are different things (Walls v. Baird, 91 Ind. 434; Jones on Mortgages, sec. 983), and evidence of a discharge of the personal liability of the mortgagor for the debt is not relevant except in a proceeding to enforce that liability. And since this is not such a proceeding, so much of the offer as tended to show that the appellant had been discharged from any personal liability for the payment of the mortgage debt was properly refused.

For the same reason, proof that payments were made on account of the mortgage, for which proper credits were not given, was also irrelevant and properly refused, for the appellant could have no interest in that question unless the mortgagee attempted to hold him personally liable for a deficiency.

The Bainder decision held also that "the right of the mortgagee to subject the mortgaged property to the payment of the mortgage debt was conclusively fixed by the final ratification of the mortgage sale." Id. at 603. Finally, the Court held that for the reason that the order dismissing the exceptions preserved to the surviving mortgagor the right, he could assert in any proceeding instituted to hold him personally liable for the mortgage debt any fact relevant to show that he was discharged therefrom.

The principle that the order ratifying the sale does not establish personal liability to pay the underlying debt, as enunciated in Bainder, Id., was reaffirmed by the same Court in the later case of Walde v. Capital Mortgage Inv., 286 Md. 343 (1979).

However, the same Court in the case of Kirsner v. Cohen, 171 Md. 687, in effect held that if the mortgagor does not object to the amount of the indebtedness by way of exception to the ratification of the audit he cannot present that objection as a defense in a proceeding seeking a decree in personam against him for a deficiency.

In Kirsner the mortgagor excepted to the ratification of the audit for the reason that the account was incorrect as to the amount stated to be due on the principal of the mortgage because of usurious interest charges and payments made by the mortgagor. The chancellor, after a hearing, allowed an abatement of \$1,000 on account of the deficiency ascertained by the audit. The audit was then finally ratified from which action there was no appeal.

Kirsner reaffirmed the then statutory right of the mortgagee to seek a deficiency decree against the mortgagor when the covenants in the mortgage would have permitted a recovery in a suit of law. It further reaffirmed the principle, earlier established, that the mortgagor may set up the same defenses in the deficiency proceeding as he might put forth in a suit on the mortgage covenant to pay the indebtedness.

In light of the holding in Kirsner and the covenant by the Defendant in the Contract to pay the indebtedness when and as they become due, it is understandable to this Court that the Defendant would want to challenge the indebtedness claimed to be due by Plaintiff or the manner in which the Auditor in stating his Account determined the "Deficit" because of the ultimate effect it will have upon a possible in personam decree sought against him.

In this proceeding, the exception to the ratification is the first step to establishing personal liability for the balance of the debt and could constitute the "other appropriate proceeding" mentioned in Bainder v. Bldg. & Loan Assn., supra.

Plaintiff could have brought a suit for specific performance against the Defendant and asked a court of equity to compel Defendant to pay him the unpaid indebtedness upon a tender of a deed to the property free of all liens, including the subject mortgage lien, Maryland Clay Co. v. Simpser, 96 Md. 1, in which event Plaintiff would have had to personally pay the mortgage indebtedness from whatever source he choose.

Under the terms of this Contract providing for an acceleration of the entire balance upon default, the Plaintiff would have been entitled to maintain an action of assumpsit to recover the purchase price without being required to tender a deed as a preliminary to a suit. M.L.E. Sales of Realty, § 125; Christian

v. Johnson Const. Co., 161 Md. 87. However, as Christian points out, the vendor would have to prove that he was able, ready and willing to execute and deliver to vendee a deed to the property by a marketable title in accordance with the terms of the contract, which were quite similar to the Contract in this case. In any event, the vendor had to deliver a deed and obtain and record a release of an existing mortgage upon obtaining a judgment for the balance of the purchase price. So again Plaintiff would have to have proved he could deliver a deed of a merchantable title, free of all liens, if he had elected this remedy at law.

Since the Plaintiff is seeking the balance of the purchase price by first selling the security for its payment given in the Contract, and then possibly seeking any balance through an in personam decree, he cannot recover more by electing these last mentioned two remedies rather than specific performance or an original action in assumpsit for the unpaid purchase money. Under the Contract he is only entitled out of the proceeds, after expenses, to the payment "of all claims of the Seller hereunder," which does not include the retirement of the mortgage indebtedness by Defendant or any successful bidder at the public sale. To the contrary, Defendant was to have received a title deed "free of all liens."

He would be enriched if the Auditor's Account is ratified, because the Defendant would in effect pay off Plaintiff's mortgage indebtedness, which he was never under any contractual obligation to do.

Regardless of the representation of the Plaintiff's attorney, any bidder at the foreclosure sale would have understood that he was purchasing the property subject to the approximate \$12,000 mortgage lien, so any bid would have been for the equity in the property.

The equities in this case do not turn on the fact that the Plaintiff was also the buyer, as well as the seller. Plaintiff's liability under any covenant to pay the mortgage indebtedness would have continued even if a third person had been the successful bidder. Any buyer at the auction by purchasing "subject to a prior mortgage" does not by that condition of sale assume the payment of the mortgage, McKenna v. Sachse, supra, at 601, but he would certainly reduce his bid by the balance still due because he does not know whether a mortgagee, in the event of a default, would look to mortgagor under his covenant to pay or force a sale of the security [i.e. foreclose] to be repaid.

Since the bid in this case was conditioned on the approximately \$12,000 prior mortgage, then the successful bidder paid approximately \$26,000 for the property. However, the Auditor's Account shows only \$14,000, the price bid above the mortgage lien.

The Defendant is entitled in effect to restitution of the amount of the unpaid mortgage lien at the time of the foreclosure sale, whether it be by way of increase in the price paid by the successful bidder or a reduction in the amount of the Statement of Debt. In either event the stated "Deficit" will be reduced by that amount.

The right to restitution under these state of facts is best summarized in 66 Am. Jur. 2d Restitution and Implied Contracts,

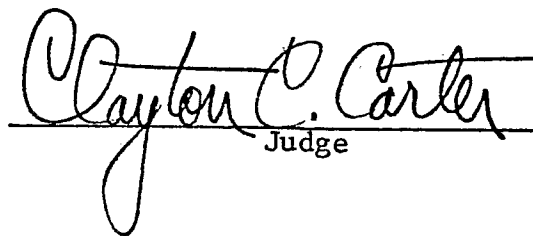
§ 4:

Generally speaking, the principles by which a person is entitled to restitution are the same whether the proceeding is one at law or in equity, since restitution is based not upon contract or statute, but upon justice, morals, equity, and good conscience. Unjust enrichment is usually a prerequisite for the enforcement of the doctrine of restitution; if there is no basis for unjust enrichment, there is no basis for restitution. It is said to be fundamental that for a person to be

entitled to restitution, he must show not only that there was unjust enrichment, but also that the person sought to be charged had wrongfully secured a benefit, or had passively received one which it would be unconscionable for him to retain.

Accordingly, the Court will sustain Defendant's Exception No. 3, but since the exact balance of the mortgage indebtedness on the day of the foreclosure sale has not been established, the Court will refer the Account back to the Auditor for the purpose of taking testimony or receiving affidavits to determine the amount of "Deficit" should be reduced. In order to avoid a restated Account, the Court will entertain a stipulation between the parties as to the agreed amount the Court should reduce the "Deficit, whereupon the Court will ratify and confirm the Account as reduced by the stipulated amount.

So ORDERED by the Court this 11<sup>th</sup> day of July, 1983.

  
\_\_\_\_\_  
Judge

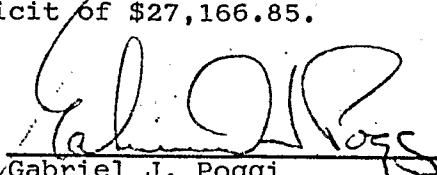
Distribution:  
Original - Court File  
True Copies:  
James E. Thompson, Jr., Esq.  
Gabriel J. Poggi, Esq.  
John W. Sause, Jr., Auditor

KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT FOR
vs.	*	QUEEN ANNE'S COUNTY
BLINN A. SALISBURY	*	EQUITY NO. 7159
Defendant	*	

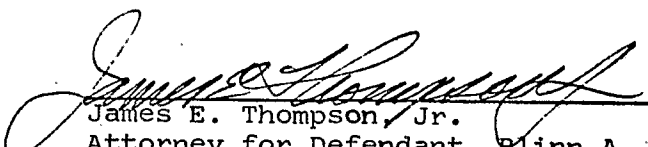
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STIPULATION

KEVIN QUINN, Plaintiff, by his attorney, Gabriel J. Poggi, and BLINN A. SALISBURY, Defendant, by his attorney, James E. Thompson, Jr., hereby stipulate that the deficit of \$41,166.85 set forth on the Auditor's Account filed herein shall be reduced by the sum of \$14,000.00, leaving a final deficit of \$27,166.85.



Gabriel J. Poggi  
Attorney for Plaintiff, Kevin Quinn  
7 Central Avenue  
Glen Burnie, MD 21061  
768-1313



James E. Thompson, Jr.  
Attorney for Defendant, Blinn A. Salisbury  
118 North Commerce Street  
Centreville, MD 21617

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QUEEN ANNE'S COUNTY

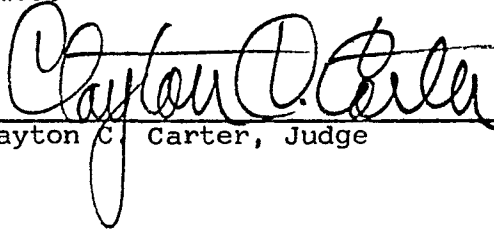


KEVIN QUINN \* IN THE  
Plaintiff \* CIRCUIT COURT  
v. \* FOR  
BLINN A. SALISBURY \* QUEEN ANNE'S COUNTY  
Defendant \* EQUITY NO. 7159

\* \* \* \* \*

ORDER

UPON CONSIDERATION of the Stipulation filed herein by the parties, it is this *20th* day of October, 1983, ORDERED by the Circuit Court for Queen Anne's County that the Auditor's Report filed herein, as reduced by the amount stipulated by the parties, is finally ratified and confirmed.

  
Clayton C. Carter, Judge

CLERK  
1983 OCT 20 PM 2:21  
QUEEN ANNE'S COUNTY

15 602

CHARLES E. SMITH  
Attorney Named in Mortgage  
P.O. Box 147  
Grasonville, MD 21638

VS.

SAMUEL THOMAS HICKMAN  
and  
DREAMA FAYE HICKMAN  
Harbor View  
Chester, MD 21619

MORTGAGORS

\* IN THE CIRCUIT COURT

\* FOR

\* QUEEN ANNE'S COUNTY

\* IN EQUITY

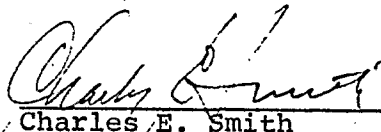
\* CHANCERY NO. 6987

OCT-1 31 AM 2300Z  
OCT-1 31 A 2300Z

ORDER TO DOCKET SUIT

Marguerite Mankin, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from SAMUEL THOMAS HICKMAN and DREAMA FAYE HICKMAN, his wife, to QUEENSTOWN BANK OF MARYLAND, dated March 7, 1974, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 82, folio 431, in which the undersigned attorney is designated by name to exercise the power of sale; default having occurred in the terms thereof by reason of the non-payment when due of the principal and interest on said mortgage; and you will file in said suit the original of said mortgage as well as the accompanying military affidavit and statement of indebtedness.



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

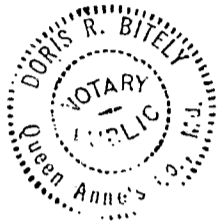
STATE OF MARYLAND

QUEEN ANNE'S COUNTY

I HEREBY CERTIFY, That on this 1st day of October, 1981, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally

CLERK  
1981 OCT -1 PM 11:20  
QUEEN ANNE'S COUNTY

appeared Charles E. Smith, Attorney named in mortgage, and made oath in due form of law that SAMUEL THOMAS HICKMAN and DREAMA FAYE HICKMAN are not now, nor have they been within six (6) months prior hereto, in the military service of the United States of America, as defined by the Soldiers' and Sailors' Relief Act, and amendments thereto and that this information is gotten from persons who know the mortgagor.



Doris R. Bitely  
NOTARY PUBLIC  
My Commission Expires: 7/01/82

-2-

No. 75258  
Re. 56455 RECEIVED FOR RECORD Nov. 22, 1974 1:05 P.M.

LIBER 15 PAGE 604

THIS MORTGAGE, made this 77 day of March, 1974, by and between SAMUEL THOMAS HICKMAN and DREAMA FAYE HICKMAN, 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 Twenty Six Thousand and 00/100 Dollars (\$ 26,000.00) 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

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

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

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District, State of Maryland, set forth and shown on a Plat entitled "Harbor View" by William D. Purdum, Registered Surveyor, dated August 6, 1952, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 6, folio 26, said lot being known and designated thereon as Lot No. 20, Block E, of Harbor View. Situate on the northwest side of Harbor Drive.

BEING all the same land conveyed unto the Mortgagors herein by deed from Lloyd F. Farber and Lois Faye Farber, his wife, by deed dated the 77 day of March, 1974, and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

Should the Title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall at the option of the Mortgagee immediately become due and owing as herein provided.

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:

Kathy Comegys

Samuel Thomas Hickman

Kathy Comegys

Dreama Faye Hickman

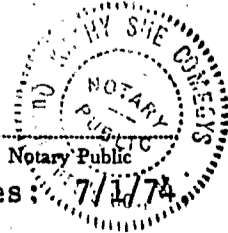
STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

On this the 7th day of March, 19 74, before me, \* Kathy Comegys, the undersigned officer, personally appeared Samuel Thomas Hickman and Dreama Faye Hickman, 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 aforesaid 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.

Kathy Comegys



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

My Commission Expires: 7/11/74

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

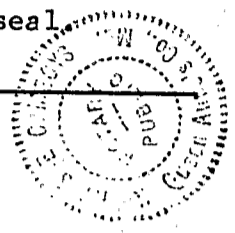
LIBER 15 PART 606

I HEREBY CERTIFY, That on this 2nd day of March, 1974, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Charles E. Smith, the Agent of the party secured by the foregoing mortgage, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the party secured hereby unto the within named Mortgagor or the person responsible for disbursement of funds in the closing transaction or their respective Agent at a time no later than the final and complete execution of this Mortgage; and he further made oath that he is the Agent of the party secured by the foregoing mortgage and as such is duly authorized to make this affidavit.

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

My Commission Expires: 7/1/74.

Kathy Cameron  
NOTARY PUBLIC



75358

# MORTGAGE

FROM

SAMUEL THOMAS HICKMAN  
DREAMA FAYE HICKMAN

TO

QUEENSTOWN BANK OF  
MARYLAND

Queenstown, MD 21658

P-56455

1:05 PM

Received for record this 2nd day of

March 1974, and recorded

in Liber Call. No. 82 folio 431,

a Land Record Book of Queen Anne's

County.

Charles M. Cecil

Clerk

Recording fee ..... \$ 14.50

Recordation Tax Stamp ..... \$ —

Total ..... \$ 14.50 PA

LAW OFFICES

Charles E. Smith  
P.O. Box 147  
Grasonville, MD 21638

CHARLES E. SMITH  
Attorney Named in Mortgage  
P.O. Box 147  
Grasonville, MD 21638

VS.

SAMUEL THOMAS HICKMAN  
and  
DREAMA FAYE HICKMAN  
Harbor View  
Chester, MD 21619

MORTGAGORS

\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* CHANCERY NO. 6987  
\*  
\*  
\*  
\* \* \*

STATEMENT OF MORTGAGE INDEBTEDNESS

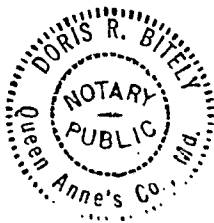
Balance due on principal of mortgage dated March 7, 1974, in the gross amount of \$26,000.00 from Samuel Thomas Hickman and Dreama Faye Hickman to Queenstown Bank of Maryland	\$18,729.24
Unpaid Interest to September 29, 1981	221.99
Late Charge	97.83
Real Estate Taxes for 1981-82 in the Amount of	<u>315.25</u>
TOTAL	\$19,364.31

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

to wit:

This is to certify that on this 1st day of October, 1981, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Charles E. Smith, Attorney named in mortgage, and made oath in due form of law that the foregoing statement of mortgage indebtedness due by Samuel Thomas Hickman and Dreama Faye Hickman under the above described mortgage is true to the best of his knowledge, information and belief, and there is no credit due thereon, except as shown, nor any security therefore except the said mortgage.



Doris R. Bately  
NOTARY PUBLIC  
My Commission Expires: 7/01/82

CLERK OF THE COURT  
1981 OCT -1 1PM 16:29  
QUEEN ANNE'S COUNTY

URFF

15 PAGE 607

Equity #6987

AETNA CASUALTY & SURETY COMPANY  
HARTFORD, CONNECTICUT

\*\*\*\*\*

Bond No. 98 S 17870

IN THE CIRCUIT COURT FOR Queen Annes COUNTY, MARYLAND.

Charles E. Smith, ~~Assignee~~ Attorney named in Mortgage  
Plaintiff

vs.

Equity No. 6987

Samuel Thomas Hickman and Drema Faye Hickman  
Defendant

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 Twenty 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 28 day of September 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 from  
Queenstown Bank of Maryland to Samuel Thomas Hickman and  
Drema Faye Hickman bearing date the 7 day  
of March, 1974 and recorded among the mortgage records of Queen Annes County  
in Liber No. CWC #82 Folio 431 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden  
Charles E. Smith, ~~Assignee~~ Attorney named in Mortgage  
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:

Charles E. Smith (SEAL)

Moris R. Bitely (SEAL)

Witness:

Charlette A. Booth

AETNA CASUALTY & SURETY COMPANY

By Reeva B. Baynard  
Reeva B. Baynard  
Attorney-in-fact



CERTIFIED COPY OF POWER OF  
ATTORNEY ATTACHED



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

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 1st day of October, 1981.



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

LIBER 15, PAGE 608-B

Centreville, Md. 1-18 1982

### 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 29th day of October 1981.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 7th day of  
October 1981, and the last  
insertion on the 28th day of  
October 1981.

Publishers, Record Observer

Per Margie Summers

152 JUN 19 1982

## Attorney's Sale

or

### Valuable Fee Simple Real Estate

In Chester, Maryland

Under and by virtue of the power of sale contain-  
ed in a mortgage from SAMUEL THOMAS  
HICKMAN and DREAMA FAYE HICKMAN, his  
wife, to Queenstown Bank of Maryland, dated  
March 7, 1974, and recorded among the Land  
Records of Queen Anne's County in Liber C.W.C.  
No. 82, folio 431, default having occurred in the  
terms of said mortgage. The undersigned attorney,  
being named in said mortgage to exercise the power  
of sale, will offer at public auction on the property  
located on Harbor Drive, Harbor View Subdivision,  
near Chester, Queen Anne's County, State of  
Maryland, at the hour of 10:00 A.M., Eastern Stan-  
dard Time on

### Thurs., Oct. 29, 1981

the following real estate to wit:

ALL that lot or parcel of land situate, lying  
and being on Kent Island, in the Fourth Elec-  
tion District, State of Maryland, set forth and  
shown on a Plat entitled "Harbor View" by  
William D. Purdum, Registered Surveyor,  
dated August 6, 1952, recorded among the  
Land Records of Queen Anne's County in  
Liber T.S.P. No. 6, folio 26, said lot being  
known and designated thereon as Lot No. 20,  
Block E, of Harbor View. Situate on the Nor-  
thwest side of Harbor Drive.

BEING all the same land conveyed unto  
Samuel Thomas Hickman and Dreama Faye  
Hickman, his wife, by deed from Lloyd F.  
Farber and Lois Faye Farber, his wife, dated  
the 7th day of March, 1974, and recorded  
among the Land Records of Queen Anne's  
County in Liber C.W.C. No. 82, folio 429.

TOGETHER with the buildings and im-  
provements thereon erected, made or being,  
and all and every the rights, roads, and/or  
alleys, weys, waters, privileges, ap-  
purtenances and advantages to the same  
belonging or in anywise appertaining.

IMPROVEMENTS: One story residential  
home.

TERMS OF SALE: The purchaser(s) shall be  
required to deposit the sum of five thousand  
dollars (\$5,000.00) in the form of cash, cer-  
tified 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 essence. Taxes and all other  
assessments will be adjusted to the date of  
final settlement. All transfer expenses, in-  
cluding 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 pur-  
chaser(s) will be required to make affidavit as  
required by Rule BR6b3 of the Maryland Rules  
of Procedure.

Charles E. Smith  
Assignee of Mortgage  
Telephone 301-827-7550  
Joseph Jackson, Jr.  
Auctioneer

1-7-10-74-08

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
Attorney Named In	*	FOR
Mortgage	*	QUEEN ANNE'S COUNTY
VS.	*	IN EQUITY
SAMUEL THOMAS HICKMAN	*	CHANCERY NO. 6987
and	*	
DREAMA FAYE HICKMAN	*	
Mortgagors	*	
	* * *	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Charles E. Smith, Attorney named in the mortgage from SAMUEL THOMAS HICKMAN and DREAMA FAYE HICKMAN, his wife, to Queenstown Bank of Maryland, dated March 7, 1974, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 82, folio 431, in which mortgage the mortgagee is granted the power of sale after any default in the terms of said mortgage respectfully shows:

That default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the notes secured by said mortgages, the said Charles E. Smith filed in this Honorable Court his order to docket suit to foreclose said mortgage, accompanied by the said mortgage, his sworn statement as to the mortgage indebtedness and his bond given to the State of Maryland, executed by himself and the Aetna Casualty and Surety Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety in the full and just sum of Twenty Thousand Dollars (\$20,000.00) containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Queen Anne's Record Observer, a newspaper published in said County at least once each week for four (4) successive weeks, the first such publication being 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, on the property located on Harber Drive, Harbor View subdivision, Chester, Queen Anne's County, Maryland, at the hour of 10:00 a.m., Eastern Standard Time, on January 15, 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

1982 JAN 15 10 33  
CLERK

District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned mortgage, and Advertisement of Sale, unto Ronald T. Berger being then and there the highest bidder therefor, at and for the sum of Twenty Three Thousand Five Hundred Dollars (\$23,500.00).

The purchaser has made a deposit of Six Thousand Dollars (\$6,000.00) as required by the advertisement of sale, and has given his assurance that he will make full settlement of the purchase price in accordance with the advertisement of sale.

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

This report states the amount of sale to be Twenty Three Thousand Five Hundred Dollars (\$23,500.00).

Respectfully submitted,

Charles E. Smith  
Charles E. Smith

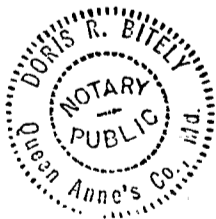
STATE OF MARYLAND

QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, That on this 15th day of January, 1982, before me, the subscriber, personally appeared Charles E. Smith, 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 foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

AND further made oath as aforesaid that there has been no change in the matters and facts set forth in the Affidavit as to the military service filed in this cause on October 1, 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.



Doris R. Bively  
NOTARY PUBLIC  
My Commission Expires: 7/01/82



CERTIFICATE OF AUCTIONEER

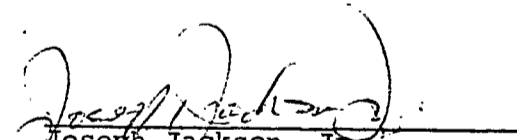
I HEREBY CERTIFY, That I did sell at Public Auction:

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District, State of Maryland, set forth and shown on a Plat entitled "Harbor View" by William D. Purdum, Registered Surveyor, dated August 6, 1952, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 6, folio 26, said lot being known and designated thereon as Lot No. 20, Block E, of Harbor View. Situate on the Northwest side of Harbor Drive.

BEING all the same land conveyed unto SAMUEL THOMAS HICKMAN and DREAMA FAYE HICKMAN, his wife, by deed from Lloyd F. Farber and Lois Faye Farber, his wife, dated the 7th day of March, 1974, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 82, folio 429.

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

On the property located on Harbor Drive, Harbor View Subdivision, Chester, Queen Anne's County, Maryland, on Friday, January 15, 1982, beginning at the hour of 10:00 a.m. Eastern Standard Time unto Ronald T. Berger for the sum of Twenty Three Thousand Five Hundred Dollars (\$23,500.00).

  
Joseph Jackson, Jr.  
Auctioneer

JAN 15 1982  
QUEEN ANNE'S COUNTY

## ORDER NISI ON SALE

CHARLES E. SMITH, Attorney  
named in Mortgage

vs.

SAMUEL THOMAS HICKMAN  
and  
DREAMA FAYE HICKMAN

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

Cause No. 6987

ORDERED, this 18th day of January, 1982, that  
the sale of the real property, made and reported in this cause by  
Charles E. Smith, Attorney, be ratified and confirmed,  
on or after the 18th 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 suc-  
cessive weeks before the 11th day of February, 1982.

The report states the amount of sales to be \$ 23,500.00.

Margaret A. Markin Clerk

Filed January 18, 1982



No. 818125  
**RECEIPT FOR CERTIFIED MAIL**  
 NO INSURANCE COVERAGE PROVIDED—  
 NOT FOR INTERNATIONAL MAIL  
 (See Reverse)

SENT TO		M/M Samuel Hickman
STREET AND NO.		
P.O. STATE AND ZIP CODE		Chester, MD 21619
POSTAGE		
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	\$ 20
	SPECIAL DELIVERY	75 c
	RESTRICTED DELIVERY	
	SHOW TO WHOM AND DATE DELIVERED	60 c
	SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	
OPTIONAL SERVICES	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	
	TOTAL POSTAGE AND FEES	\$155

PS Form 3800, Apr. 1976



PS Form 3811, Oct. 1978

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

★ GPO : 1979-300-469

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:  
 M/M Samuel Hickman  
 Chester, MD 21619

3. ARTICLE DESCRIPTION:  
 REGISTERED NO. CERTIFIED NO. INSURED NO.  
 818125

(Always obtain signature of addressee or agent)  
 I have received the article described above.  
 SIGNATURE  Addressee  Authorized agent

4. DATE OF DELIVERY: 1-8-82  
 POSTMARK: [Circular postmark]

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: \_\_\_\_\_  
 CLERK'S INITIALS: LC

January 6, 1982

Mr. and Mrs. Samuel Thomas Hickman  
 Chester, MD 21619

Dear Mr. and Mrs. Hickman:

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 on the property located on Harbor Drive, Harbor View Subdivision, in Chester, Maryland, on Friday, January 15, 1982, 10 a.m. Eastern Standard 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

FILED  
 1982 FEB 22 PM 4:22  
 QUEEN ANNE'S COUNTY

Centreville, Md. 2-22 19 82**We Hereby Certify**That the annexed advertisement of  
ORDER NISIwas published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 11th day of February 19 82.And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 27th day of  
January 19 82, and the last  
insertion on the 10th day of  
February 19 82.

Publishers, Record Observer

Per Marguerite W. Mankin**ORDER NISI ON SALE**  
**CHARLES E. SMITH, Attorney**  
**named in Mortgage**

vs.

**SAMUEL THOMAS HICKMAN**  
**and****DREAMA FAYE HICKMAN**  
**In the Circuit Court****For Queen Anne's County**  
**In Equity**

Cause No. 6987

ORDERED, this 18th day of January, 1982, that  
the sale of the real property, made and reported in  
this cause by Charles E. Smith, Attorney, be ratified  
and confirmed, on or after the 18th 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 11th day of February,  
1982.The report states the amount of sales to be  
\$23,500.00.

Marguerite W. Mankin, Clerk

True Copy, Test:

Marguerite W. Mankin, Clerk

By: Betty M. Comegys

Deputy Clerk

Filed January 18, 1982

RO-1-27-31-018

CLEAN

1982 FEB 22 PM 4: 22

QUEEN ANNE'S COUNTY

Centreville, Md. 2-24 19 82

### 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 15th day of January 19 82.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 23rd day of  
December 19 81, and the last  
insertion on the 13th day of  
January 19 82.

Publishers, Record Observer

Per Marysue Thomas

ELI F. ...

## Attorney's Sale of Valuable Fee Simple Real Estate

### In Chester, Maryland

Under and by virtue of the power of sale contain-  
ed in a mortgage from SAMUEL THOMAS  
HICKMAN and DREAMA FAYE HICKMAN, his  
wife, to Queenstown Bank of Maryland, dated  
March 7, 1974, and recorded among the Land  
Records of Queen Anne's County in Liber C.W.C.  
No. 82, folio 431, default having occurred in the  
terms of said mortgage. The undersigned attorney,  
being named in said mortgage to exercise the power  
of sale, will offer at public auction on the property  
located on Harbor Drive, Harbor View Subdivision,  
near Chester, Queen Anne's County, State of  
Maryland, at the hour of 10:00 A.M., Eastern Stan-  
dard Time on

**Friday, Jan. 15, 1982**

the following real estate to wit:

ALL that lot or parcel of land situate, lying and be-  
ing on Kent Island, in the Fourth Election District,  
State of Maryland, set forth and shown on a Plat en-  
titled "Harbor View" by William D. Purdum,  
Registered Surveyor, dated August 6, 1952, record-  
ed among the Land Records of Queen Anne's Coun-  
ty in Liber T.S.P. No. 6, folio 26, said lot being  
known and designated thereon as Lot No. 20, Block  
E, of Harbor View. Situate on the Northwest side of  
Harbor Drive.

BEING all the same land conveyed unto Samuel  
Thomas Hickman and Dreama Faye Hickman, his  
wife, by deed from Lloyd F. Farber and Lois Faye  
Farber, his wife, dated the 7th day of March, 1974,  
and recorded among the Land Records of Queen  
Anne's County in Liber C.W.C. No. 82, folio 429.

TOGETHER with the buildings and improvements  
thereon erected, made or being, and all and every  
the rights, roads, and/or alleys, ways, waters,  
privileges, appurtenances and advantages to the  
same belonging or in anywise appertaining.

IMPROVEMENTS: One story residential home.

TERMS OF SALE: The purchaser(s) shall be re-  
quired to deposit the sum of five thousand dollars  
(\$5,000.00) in the form of cash, certified check or  
cashier's check on the day of sale. The balance of  
the purchase money with interest thereon at the rate  
of 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 Cir-  
cuit Court for Queen Anne's County. Time being of  
the essence. Taxes and all other assessments will be  
adjusted to the date of final settlement. All transfer  
expenses, including deeds, title examination,  
documentary stamps, transfer taxes and notary fees  
are to be paid by the purchaser(s).

At the time and place of sale, the purchaser(s) will  
be required to make affidavit as required by Rule  
BR6b3 of the Maryland Rules of Procedure.

Charles E. Smith  
Assignee of Mortgage  
Telephone  
301-827-7550  
Joseph Jackson, Jr.  
Auctioneer

80-12-23-41-036

CHARLES E. SMITH  
ATTORNEY NAMED IN  
MORTGAGE

Vs.

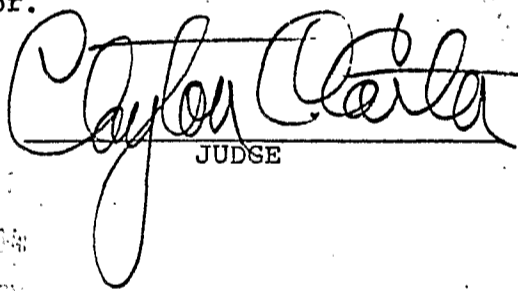
SAMUEL THOMAS HICKMAN  
and  
DREAMA FAYE HICKMAN  
MORTGAGORS

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY  
CHANCERY NO. 6987

\* \* \* \* \*

FINAL ORDER OF RATIFICATION OF SALE

IT IS ORDERED, by the Circuit Court for Queen Anne's County, in Equity, this 24th day of February, 1982, that the sale of the real estate made and reported in this cause by Charles E. Smith, Attorney named in Mortgage, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the prededing Order Nisi; and the said Charles E. Smith, Attorney named in Mortgage, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

  
JUDGE

1982 FEB 15 PM 10:04  
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CHARLES E. SMITH :  
 Attorney :  
 v. : Chancery #6987  
 SAMUEL THOMAS HICKMAN :  
 and :  
 DREAMA FAYE HICKMAN :  
 Mortgagors :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price		\$ 23,500.00	
Interest on \$17,500.00 at 10%			
from 1/15/82 to 2/26/82			
42 days at \$4.79 per day		201.18	
Adjustment to reflect			
amount collected		11.76	
Real property taxes \$325.76			
from 2/22/82 to 6/30/82		115.98	
Sewer charges (as collected)		<u>21.88</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 23,850.80
COMMISSIONS PAYABLE TO ATTORNEY		\$ 1,325.00	
ATTORNEY FEE, as per Mortgage		500.00	
EXPENSES OF SALE			
Court costs	\$ 135.50		
Advertising			
Notices of sale			
10/29/81 sale date	229.32		
1/15/82 sale date	207.48		
Report of sale	49.14		
Bond premium	80.00		
Auctioneer's fee	58.75		
Certified mail	1.55		
Repairs to premises	25.90		
Notary fees	<u>2.00</u>	789.64	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 45.00		
Postage & xerox	<u>1.02</u>	<u>46.02</u>	<u>2,660.66-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 21,190.14
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal, per Statement of Debt	\$ 18,729.24		
Interest to 9/29/81, per Statement	221.99		
Interest on principal at 8%			
9/30/81 to 3/16/82			
168 days at \$4.11	690.48		
Late charges, per Statement	97.83		
1981/82 Real Property taxes	325.76		
Sewer charges (1/1/82 to 3/31/82)	<u>51.00</u>		
TOTAL DUE UNDER MORTGAGE; TO BE DISTRIBUTED TO QUEENSTOWN BANK OF MARYLAND			\$ <u>20,116.30-</u>
SURPLUS, To be distributed to Samuel Thomas Hickman and Dreama Faye Hickman			\$ 1,073.84

RECEIVED  
 CLERK CIRCUIT COURT  
 1982 DEC 18 PM 4:25  
 QUEEN ANNE'S COUNTY

NOTICE

The attached Account was filed on the <sup>16<sup>th</sup></sup> day of December, 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.

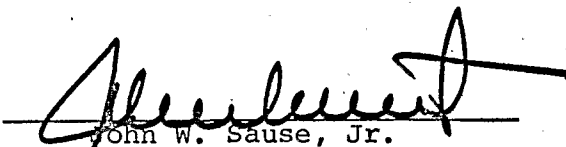
## CERTIFICATE OF AUDITOR

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 #6987. 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 <sup>16<sup>th</sup></sup> day of December, 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  
P.O. Box 147  
Grasonville, Maryland 21638

Mr. Samuel Thomas Hickman  
Harbor View  
Chester, Maryland 21619

Mrs. Dreama Faye Hickman  
Harbor View  
Chester, Maryland 21619

  
John W. Sause, Jr.  
Auditor

CHARLES E. SMITH, Attorney

vs.

SAMUEL THOMAS HICKMAN, et al.

\*  
\*  
\*  
\*  
\*  
\*  
\*

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
IN EQUITY  
No. 6987

NISI RATIFICATION OF AUDIT

ORDERED this 16th day of December, 1982,  
that the report and account filed in these proceedings by \_\_\_\_\_  
John W. Sause, Jr., Auditor, be ratified on or after the  
4th day of January, 1983, 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 E. Mankin Clerk

Filed December 16, 1982

December 30, 1982

Dear Sirs,

On this day of December 30, 1982, we as mortgagers in the Chancery Cause #6987 due hereby question the Attorney & Auditors Account from the sale of our Chester, Maryland property on January 15, 1982.

Items under question are:

- #1. Commission payable to Attorney - How was this determined and at what % rate. We are under the impression that it was to be 5% of Sale Price.
- #2. Interest paid on Principal to the date of 3/16/82, when settlement was made in 2/82.
- #3. A notice of Sale in paper of 10/29/81 that was supposed to be paid in 10/81 when we gave Charles Smith a large amount of money to take care of expenses.
- #4. Disagreement of Principal, per statement of debt.

Samuel T. Hickman

*Samuel T. Hickman*

Dreama Faye Hickman

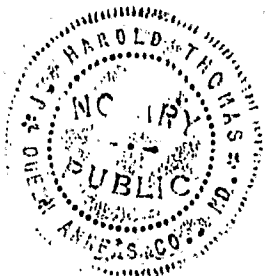
*Anchorage Drive  
Chester, Maryland  
21619*

*Dreama Faye Hickman*

Witness:

Harold Thomas

*[Signature]*



My Commission Expires July 1, 1982

*[Signature]*  
RECEIVED  
CLERK OF THE COURT  
1982 DEC 30 PM 3:07  
QUEEN ANNE'S COUNTY

I certify that I mailed a copy of this paper to Charles E. Smith & John W. Sause Jr, this 30<sup>th</sup> day of December 1982.  
D. Faye Hickman



CCC:mfe:2/14/83

I

CHARLES E. SMITH, ATTORNEY : IN THE CIRCUIT COURT  
 vs. : FOR QUEEN ANNE'S COUNTY,  
 : SITTING IN EQUITY  
 SAMUEL THOMAS HICKMAN et ux. : NO. 6987

ORDER OF COURT

The Exceptions to the ratification of the Audit filed in this cause came on for a hearing on February 10, 1983 and this Court ruled as follows:

Exception No. 1 is overruled.

Exception No. 2 is overruled.

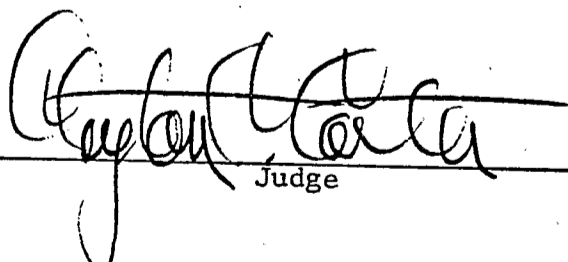
Exception No. 3 is sustained, in that the Exceptants have already paid the Attorney Named in Mortgage the sum of \$369.32 for the following expenses of sale, viz:

Advance court costs	\$60.00
Notice of sale of 10/29/81	229.32
Bond Premium	80.00
	\$369.32

Exception No. 4 is hereby overruled.

IT IS THEREUPON ORDERED this 10th day of February, 1983, by the Court, that the Auditor's Account filed in this cause on December 16, 1982 be and it is hereby modified by reducing the expenses of sale \$369.32, increasing the net amount available for distribution and surplus to be distributed by \$369.32.

AND IT IS FURTHER ORDERED that the Auditor's Account as modified is hereby ratified and confirmed.

  
 \_\_\_\_\_  
 Judge

Distribution:  
 Original - Court File  
 True Copies:  
 Charles E. Smith, Attorney  
 Mr. & Mrs. Samuel Thomas Hickman  
 John W. Sause, Jr., Auditor

RECORDED  
 CLERK'S OFFICE  
 1983 FEB 14 4:11:20  
 QUEEN ANNE'S COUNTY

CHARLES E. SMITH, ASSIGNEE  
Grasonville, MD 21638

\* IN THE CIRCUIT COURT

VS.

\* FOR

MITCHELL LOUIS WOOTERS  
and  
BRENDA LEE WOOTERS  
Grasonville, MD 21638

\* QUEEN ANNE'S COUNTY

\* IN EQUITY

\* CHANCERY NO. 7200

Mortgagors

\* \* \*

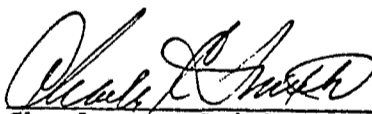
ORDER TO DOCKET SUIT

AUG 31-82 \* 28070 \*\*\*\*\*60.00  
AUG 31-82 A 28070 \*\*\*\*\*60.00

MRS. MARGUERITE W. MANKIN, CLERK:

You will please docket suit as per the above titling for foreclosure of the mortgage from MITCHELL LOUIS WOOTERS and BRENDA LEE WOOTERS to QUEENSTOWN BANK OF MARYLAND, dated January 20, 1979, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. No. 146, folio 128.

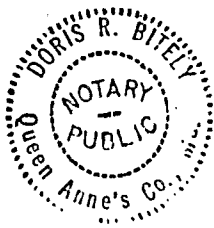
The said mortgage having been assigned by Queenstown Bank of Maryland on August 25, 1982, to Charles E. Smith for collection by foreclosure, default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the notes secured by said mortgage; and you will file in said suit the original of said mortgage and the accompanying military affidavit and statement of indebtedness.

  
\_\_\_\_\_  
Charles E. Smith  
P.O. Box 147  
Grasonville, MD 21638  
Telephone: 301-827-7550

RECORDED  
CLERK  
1982 AUG 31 PM 2:12  
QUEEN ANNE'S COUNTY

STATE OF MARYLAND  
QUEEN ANNE'S COUNTY

I HEREBY CERTIFY, That on this 25th day of August, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charles E. Smith, Assignee, and made oath in due form of law that MITCHELL LOUIS WOOTERS and BRENDA LEE WOOTERS, the mortgagors referred to in the foregoing 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. Bately  
NOTARY PUBLIC

My Commission Expires: 7/01/86

DOCUMENT NO. 96-35

LIBER 146 PAGE 128 1

LIBER 15 PAGE 626

PURCHASE MONEY

THIS MORTGAGE, made this 20<sup>th</sup> day of January, 1979, by and between MITCHELL LOUIS WOOTERS and BRENDA LEE WOOTERS, his wife, parties-- of the first part, hereinafter referred to as MORTGAGOR, and QUEENSTOWN BANK OF MARYLAND, a body corporate, 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 TWENTY THOUSAND FIVE HUNDRED DOLLARS -----00/100 Dollars (\$20,500.00-----) payable, with interest thereon from the date hereof at the rate of Ten ( 10 %) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

ON DEMAND.

WHEREAS, Mortgagors agree 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.

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

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

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

ALL that lot or parcel of land situate in the Village of Grasonville, in the Fifth Election District of Queen Anne's County, Maryland, the same being laid down and designated as Lot No. 22, on a certain plat made by William R. Nuttle, registered surveyor, entitled "Section Two, Winchester Estate, Grasonville, Queen Anne's County, Maryland", dated December, 1968 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 39, folio 635 and to which said plat and the record thereof, reference is herein and hereby made for a more particular description of said lot by metes and bounds, courses and distances.

BEING the same land granted and conveyed unto the Mortgagors herein by deed of even date herewith from Thomas R. Ewing and Mary C. Ewing, his wife, and recorded, or intended to be recorded immediately prior hereto, among the Land Records of Queen Anne's County.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads and/or alleys, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, including a 1969 Ritz Mobile Home, Vehicle Identification Number R51268708 which is attached to said real estate.

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 monies owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable.

RECORDED  
CLERK, CLERK  
1979 JAN 22 AM 10:56  
QUEEN ANNE'S COUNTY

JAN 22-79 \* 24459 \*\*\*\*\*10.65  
JAN 22-79 A #24459 \*\*\*\*\*1.65  
JAN 22-79 A #24458 \*\*\*\*\*9.00

~~TOGETHER WITH ALL INTEREST AND REVENUES AND PROFITS AND ADVANTAGES THEREON AND ALL OTHER RIGHTS AND BENEFITS AND PROFITS AND ADVANTAGES OF ANY KIND OR CHARACTER INCLUDING~~

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 <sup>Ten</sup> ~~ten~~ (10%) per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or

ROBERT R. PRICE, JR. his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than fifteen days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of \$400.00 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:

.....  
  
.....

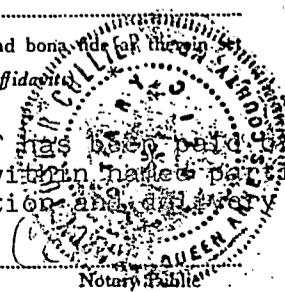
..... (SEAL)  
Mitchell Louis Wooters  
..... (SEAL)  
  
..... (SEAL)  
Brenda Lee Wooters, his wife  
..... (SEAL)

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

On this the 20 day of June, 1979, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Mitchell Louis Wooters and Brenda Lee Wooters, 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 Michael R. Foster, Agent, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide and that he is the duly authorized agent of the within named Mortgagor to make this affidavit.

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

\*and further made oath that the principal sum hereof ~~has been paid~~ <sup>has been paid to her</sup> and disbursed by the party secured hereby unto the within named parties of the first part at a time no later than the execution ~~and delivery~~ of this Mortgage by the Borrowers.



.....  
Notary Public

*Recorded in MUM 158 folio 253*

RECEIVED  
CLERK RECEIPT

RECEIVED FOR RECORD

1982 AUG 31 PM 2:15

QUEEN ANNE'S COUNTY

AUG 31-82 \* 28072 \*\*\*\*\*12.50  
AUG 31-82 A #28072K \*\*\*\*\*50  
AUG 31-82 A #28071 \*\*\*\*\*12.00

# Assignment

OF MORTGAGE FROM MITCHELL LOUIS WOOTERS & BRENDA LEE WOOTERS, HIS WIFE

TO QUEENSTOWN BANK OF MARYLAND

AS RECORDED IN

LIBER MUM NO. 146 FOLIO 128

MAIL TO Place in Equity #7200

## ASSIGNMENT

FOR VALUE RECEIVED, the within and foregoing mortgage is hereby assigned to Charles E. Smith for purposes of collection by foreclosure.

AS WITNESS the hand and seal of Leonard E. Smith, Vice President of Queenstown Bank of Maryland this 25th day of August, 1982.

*Leonard E. Smith*  
Leonard E. Smith  
Vice President

## MORTGAGE

FROM

Mitchell Louis Wooters  
and  
Brenda Lee Wooters, his wife

MAIL TO:

Queenstown Bank of  
Maryland

Received for record this 22nd day of

*December* 1979, and recorded  
in Liber MUM No. 146 folio 128

a Land Record Book Queen Anne's  
County.

*Marguerite M. Marking*  
Clerk

Recording fee ..... \$ 9.00

Recordation Tax Stamp ..... \$ 1.65

Total ..... \$ 10.65

PRICE & FOSTER  
Attorneys at Law  
P.O. Box 367  
Stevensville, Md. 21666

*50 96,635*

CHARLES E. SMITH \* IN THE CIRCUIT COURT  
ASSIGNEE \* FOR  
VS. \* QUEEN ANNE'S COUNTY  
MITCHELL LOUIS WOOTERS \* IN EQUITY  
and \*  
BRENDA LEE WOOTERS \* NO. 7200  
MORTGAGORS \*  
\* \* \*

STATEMENT OF MORTGAGE INDEBTEDNESS

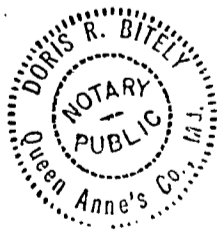
Balance due on principal of mortgage dated January 20, 1979, in the gross amount of \$20,500.00 from Mitchell Louis Wooters and Brenda Lee Wooters to Queenstown Bank of Maryland	\$18,518.16
Unpaid Interest to August 25, 1982	570.44
Late Charges	<u>44.04</u>
	\$19,132.64

Interest will continue to accrue at the rate of \$5.07 per day after August 25, 1982.

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S to wit:

This is to certify that on this 25th day of August, 1982, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Charles E. Smith, Attorney named in mortgage, and made oath in due form of law that the foregoing Statement and Mortgage Indebtedness due by MITCHELL LOUIS WOOTERS and BRENDA LEE WOOTERS under the above described mortgage is true to the best of his knowledge, information and belief, and there is no credit due thereon, except as shown, nor any security therefore except the said mortgage.



Doris R. Bitely  
NOTARY PUBLIC  
My Commission Expires: 7/01/86

RECEIVED  
CLERK OF CIRCUIT COURT  
1982 AUG 31 PM 2:13  
QUEEN ANNE'S COUNTY

AETNA INSURANCE COMPANY  
HARTFORD, CONNECTICUT

\*\*\*\*\*

Bond No. SY 191518

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

Charles E. Smith, Assignee,  
Plaintiff

vs.

Equity No. 7200

Mitchell L. & Brenda L. Wooters,  
Defendant

BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Charles E. Smith, Assignee as Principal, and the AETNA INSURANCE 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 Twenty Thousand --(20,000.)----- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23rd day of August in the year of our Lord One Thousand Nine Hundred and eighty-two.

Whereas, the above bounden Charles E. Smith, Assignee by virtue of the power contained in a mortgage from Mitchell L. & Brenda L. Wooters to The Queenstown Bank of Md. bearing date the 20th day of January, 1979 and recorded among the mortgage records of Queen Anne's County in Liber No. MWM 146 Folio 128 and Charles E. Smith, Assignee is about to sell the land premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Charles E. Smith, Assignee do and shall well and truly and Faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, of the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

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

Signed, sealed and delivered in the presence of:

Charles E. Smith (SEAL)

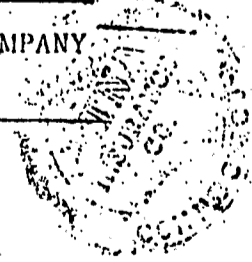
Waris R. Bitely

(SEAL)

Witness:  
Dolores A. Roberts

AETNA INSURANCE COMPANY

BY Richard C. Goff  
Attorney-in-Fact  
Richard C. Goff



Surety Approved and Bond  
Filed Aug. 31, 1982

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED



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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber MWM No. 3, folio 254, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 31st day of August, 1982.

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

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
MITCHELL LOUIS WOOTERS	*	IN EQUITY
and	*	
BRENDA LEE WOOTERS	*	NO. 7200
MORTGAGORS	*	
	* * *	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Charles E. Smith, Assignee in the mortgage from MITCHELL LOUIS WOOTERS and BRENDA LEE WOOTERS, his wife, to Queenstown Bank of Maryland, dated January 20, 1979, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 146, folio 128, in which mortgage the mortgagee is granted the power of sale after any default in the terms of said mortgage, respectfully shows:

That default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the note secured by said mortgage, the said Charles E. Smith filed in this Honorable Court his order to docket suit to foreclose said mortgage accompanied by the said mortgage, his sworn statement as to the mortgage indebtedness, and his bond given to the State of Maryland, executed by himself and the Aetna Casualty and Surety Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety in the full and just sum of Twenty Thousand Dollars (\$20,000.00) 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 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, on the property located in Winchester Estates, Section Two, Grasonville, Queen Anne's County, Maryland, at the hour of 10:00 a.m., Eastern Daylight Time, on October 15, 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

RECEIVED  
 CLERK, CIRCUIT COURT  
 1982 NOV -3 AM 11: 22  
 QUEEN ANNE'S COUNTY


thereon, situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned mortgage, and Advertisement of Sale, unto Queenstown Bank of Maryland, Queenstown, Maryland, it being then and there the highest bidder therefor, at and for the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00).

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

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

This report states the amount of sale to be Twelve Thousand Five Hundred Dollars (\$12,500.00).

Respectfully submitted,

  
\_\_\_\_\_  
Charles E. Smith

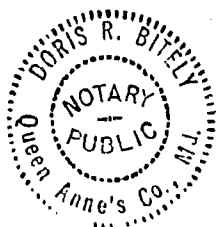
STATE OF MARYLAND

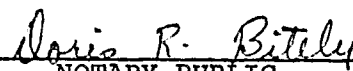
QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, That on this 15<sup>th</sup> day of October, 1982, before me, the subscriber, personally appeared CHARLES E. SMITH, Assignee, in the aforementioned proceedings, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

AND further made oath as aforesaid that there has been no change in the matters and facts set forth in the Affidavit as to the military service filed in this cause on August 25, 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: 7/01/86

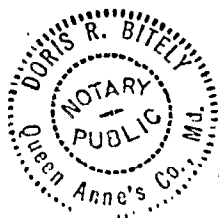
CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
MITCHELL LOUIS WOOTERS	*	IN EQUITY
and	*	NO. 7200
BRENDA LEE WOOTERS	*	
MORTGAGORS	*	
	* * *	

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, That on this 15th day of October, 1982, 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 intersted in said sale as principal or principals, and that he did not directly or indirectly discourage anyone from bidding on said property.

WITNESS MY HAND AND NOTARIAL SEAL.



Doris R. Bately  
NOTARY PUBLIC  
My Commission Expires: 7/01/86

RECEIVED  
CLERK, CIRCUIT COURT  
1982 NOV -3 AM 11: 22  
QUEEN ANNE'S COUNTY

CERTIFICATE OF AUCTIONEER


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

ALL that lot or parcel of land situate in the Village of Grasonville, in the Fifth Election District of Queen Anne's County, Maryland, the same being laid down and designated as Lot No. 22, on a certain plat made by William R. Nuttle, registered surveyor, entitled "Section Two, Winchester Estate, Grasonville, Queen Anne's County, Maryland", dated December, 1968, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 39, folio 635 and to which said plat and the record thereof, reference is herein and hereby made for a more particular description of said lot by metes and bounds, courses and distances.

BEING all the same land granted and conveyed unto MITCHELL LOUIS WOOTERS and BRENDA LEE WOOTERS, his wife, by deed from Thomas R. Ewing and Mary C. Ewing, his wife, and recorded among the land records of Queen Anne's County in Liber M.W.M. No. 146 folio 126.

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, roads, and or alleys, ways, waters, priveleges, appurtenances and advantages to the same belonging or in anywise appertaining.

ON the property, Lot 22, Section 2, in Winchester Estate, Grasonville, Queen Anne's County, Maryland on Friday, October 15, 1982 beginning at the hour of 10:00 a.m. Eastern Daylight Time, unto Queenstown Bank of Maryland, Queenstown, Maryland, for itself, for the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00)

  
Joseph Jackson, Jr.  
Auctioneer

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1982 NOV -3 AM 11: 22  
QUEEN ANNE'S COUNTY

No. 818121

RECEIPT FOR CERTIFIED MAIL

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

SENT TO	M/M Mitchell Wooters
STREET AND NO.	
P.O. Box 25	
P.O. STATE AND ZIP CODE	Centreville, MD 21617
POSTAGE	\$ 20
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	
RETURN RECEIPT SERVICE	¢
OPTIONAL SERVICES	
CONSULT POSTMASTER FOR FEES	
TOTAL POSTAGE AND FEES	\$155
POSTMARK OR CAGE NUMBER	QUEENSTOWN, MD OCT 7 1982

PS Form 3800, Apr. 1976

15 PAGE 606

October 6, 1982

Mr. and Mrs. Mitchell Wooters  
P.O. Box 25  
Centreville, MD 21617

Dear Mr. and Mrs. Wooters:

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 on the property known as Lot 22, Section Two, Winchester Estates Subdivision, Grasonville, Maryland, on Friday, October 15, 1982, 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

RECEIVED  
CLERK, CIRCUIT COURT  
1982 NOV -3 AM 11: 22  
QUEEN ANNE'S COUNTY

Dear Office  
Charles B. Smith, P. O.  
P. O. Box 117  
Main Street  
Spocomville, Maryland 21688

RETURN RECEIPT REQUESTED

CERTIFIED  
No. 818121  
MAIL

Registered  
 Registered Letter Mail  
 Registered Parcel Mail  
 Registered Parcel Mail (over 10 lbs)  
 Registered Parcel Mail (over 20 lbs)  
 Registered Parcel Mail (over 30 lbs)  
 Registered Parcel Mail (over 40 lbs)  
 Registered Parcel Mail (over 50 lbs)  
 Registered Parcel Mail (over 60 lbs)  
 Registered Parcel Mail (over 70 lbs)  
 Registered Parcel Mail (over 80 lbs)  
 Registered Parcel Mail (over 90 lbs)  
 Registered Parcel Mail (over 100 lbs)

RECEIVED  
CLERK CIRCUIT COURT  
1982 NOV -3 AM 11: 22  
QUEEN ANNE'S COUNTY

Mr. and Mrs. Mitchell Wooters  
P.O. Box 25  
Centreville, MD 21617

RETURN RECEIPT REQUESTED

QUEEN ANNE'S COUNTY  
OCT 6 1982  
P.M.  
21617

AD CHECK  
 J9134  
 HOLD  
 DATE 10/07  
 1ST NOTICE 10/13  
 2ND NOTICE 10/23  
 RETURN 10/23  
 Detached from PS Form 3849-A Oct 1980  
 LIBER 15 PAGE 637

PAGE 638 **Attorney's  
Sale****OF  
VALUABLE FEE SIMPLE  
REAL ESTATE  
GRASONVILLE, MARYLAND**

Under and by virtue of the power of sale contained in the mortgage from MITCHELL LOUIS WOOTERS and BRENDA LEE WOOTERS to the QUEENSTOWN BANK OF MARYLAND, dated January 20, 1979, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 146, folio 128, default having occurred in the terms of said mortgage, the undersigned Attorney, being authorized to exercise the power of sale in case of default by virtue of the assignment of said mortgage to him from the mortgagee, will offer at public auction on the premises located in Grasonville, Queen Anne's County, State of Maryland, at the hour of 10:00 a.m., Eastern Daylight Time, on

Friday, October 15, 1982 the following real estate, to wit:

ALL that lot or parcel of land situate in the Village of Grasonville, in the Fifth Election District of Queen Anne's County, Maryland, the same being laid down and designated as Lot No. 22, on a certain plat made by William R. Nuttle, registered surveyor, entitled "Section Two, Winchester Estate, Grasonville, Queen Anne's County, Maryland", dated December, 1968, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 39, folio 635 and to which said plat and the record thereof, reference is herein and hereby made for a more particular description of said lot by metes and bounds, courses and distances.

BEING all the same land granted and conveyed unto MITCHELL LOUIS WOOTERS and BRENDA LEE WOOTERS, his wife, by deed from Thomas R. Ewing and Mary C. Ewing, his wife, and recorded among the land records of Queen Anne's County in Liber M.W.M. No. 146 folio 126.

IMPROVEMENTS: 1969 Ritz Mobile Home.

TERMS OF SALE: The Purchasers shall be required to deposit the sum of Five Thousand Dollars (\$5,000.00) in the form of cash, certified check or cashier's check on the day of sale. The balance of the purchase money with interest thereon at the rate of 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 essence. Taxes and all other assessments will be adjusted to the date of final settlement. All transfer expenses, including deeds, title examination, documentary stamps, transfer taxes and notary fees are to be paid by the purchaser(s).

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule BR6b3 of the Maryland Rules of Procedure.

Charles E. Smith  
Assignee

Telephone: 301-827-7550

Joseph Jackson, Jr.  
Auctioneer

RO-9-29-31-032

Centreville, Md. 10/13 1982

**We Hereby Certify**

That the annexed advertisement of  
**Attorney's sale - Wooters**

was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 15th day of Oct. 1982.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 29th day of  
Sept. 1982, and the last  
insertion on the 13th day of  
Oct. 1982.

Per [Signature]  
1982 NOV - 3 AM 11:22  
PUBLISHERS RECEIVED  
CLERK, CIRCUIT COURT  
QUEEN ANNE'S COUNTY



ORDER NISI ON SALE

CHARLES E. SMITH, Assignee

vs.

MITCHELL LOUIS WOOTERS, et al.

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

Cause No. 7200

ORDERED, this 3rd day of November, 1982, that  
the sale of the real property, made and reported in this cause by  
Charles E. Smith, Assignee, be ratified and confirmed,  
on or after the 6th day of December, 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 suc-  
cessive weeks before the 29th day of November, 1982.

The report states the amount of sales to be \$ 12,500.00.

Margaret H. Mankin Clerk

Filed November 3, 1982

1603

ORDER NISI ON SALE

CHARLES E. SMITH, Assignee

vs.

MITCHELL LOUIS WOOTERS, et al.

In the Circuit Court  
for Queen Anne's County

In Equity

Cause No. 7200

ORDERED, this 3rd day of November, 1982, that the sale of the real property, made and reported in this cause by Charles E. Smith, Assignee, be ratified and confirmed, on or after the 6th day of December, 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 29th day of November, 1982.

The report states the amount of sales to be \$ 12,500.00.

MARGUERITE W. MANKIN Clerk

Filed November 3, 1982

TRUE COPY, TEST:  
MARGUERITE W. MANKIN, CLERK

Queen Anne's Record-Observer

BY: *Letty M. Comey* DEPUTY-CLERK

Publish: 3 times 11/10, 11/17 & 11/24

Bill: Charles E. Smith, Esquire  
P O. Box 147  
Poolesville, MD 21638

ORDER NISI ON SALE  
CHARLES E. SMITH Assignee  
vs.  
MITCHELL LOUIS WOOTERS, et al.  
In the Circuit Court for Queen Anne's County In Equity Cause No. 7200  
ORDERED, this 3rd day of November, 1982, that the sale of the real property, made and reported in this cause by Charles E. Smith, Assignee, be ratified and confirmed, on or after the 6th day of December, 1982, unless cause to the contrary of May, 1983.  
All persons having claims against the decedent must present their claims to the undersigned or with the Register of Wills' office, with a copy to the undersigned personal representatives on or before the 4th day of May, 1983.  
Any claim not filed on or before that date, or any extension provided by law, is unenforceable thereafter.  
Linnea Sterling Gregus  
Franklin Leroy Johnson  
Personal Representatives  
True Test Copy  
Madlyn E. Wooters  
Register of Wills for Queen Anne's County  
Date of first publication: November 10, 1982  
no-11-10-31-013

Ro-11-10-31-013

ORDER NISI ON SALE

CHARLES E. SMITH, Assignee

vs.

MITCHELL LOUIS WOOTERS, et al.

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

Cause No. 7200

ORDERED, this 10th day of November, 19 82, that the sale of the real property, made and reported in this cause by Charles E. Smith, Assignee, be ratified and confirmed, on or after the 13th day of December, 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 6th day of December, 19 82.

The report states the amount of sales to be \$ 12,500.00.

*Marguerite H. Menkin* Clerk

Filed November 10, 1982

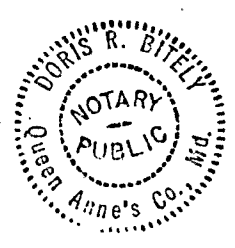
CHARLES E. SMITH	*	IN THE CIRCUIT COURT
Assignee	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
MITCHELL LOUIS WOOTERS	*	IN EQUITY
and	*	CHANCERY NO. 7200
BRENDA LEE WOOTERS	*	
Mortgagors	*	
	* * *	

AFFIDAVIT

I HEREBY CERTIFY that written notice of the time, place and terms of sale was mailed by certified mail to the last known address of the mortgagors, who are also the present record title holders to the property being foreclosed, there being no subordinate mortgage holders of said property, in accordance with the requirements of Maryland Rule W74, (c).

Charles E. Smith  
Charles E. Smith, Assignee

Sworn and subscribed to before me this 9th day of December, 1982.



Doris R. Bitely  
NOTARY PUBLIC

My Commission Expires: 7/01/86

RECEIVED  
CLERK, CIRCUIT COURT  
1982 DEC 14 AM 10:38  
QUEEN ANNE'S COUNTY

Centreville, Md. 12/1 19 82

### We Hereby Certify

That the annexed advertisement of  
Order Nisi - Cause No. 7200

was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 6th day of Dec. 19 82

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 17th day of  
Nov. 19 82, and the last  
insertion on the 1st day of  
Dec. 19 82.

Publishers, Record Observer

Per

*Betty M. Comegys*

ORDER NISI  
ON SALE  
CHARLES E. SMITH  
Assignee

vs.  
MITCHELL LOUIS  
WOOTERS, et al.  
In the Circuit Court  
for  
Queen Anne's County  
In Equity  
Cause No. 7200

ORDERED, this 10th day  
of November, 1982, that  
the sale of the real pro-  
perty, made and reported  
in this cause by Charles E.  
Smith, Assignee, be  
ratified and confirmed, on  
or after the 13th day of  
December, 1982, unless  
cause to the contrary  
therof be previously  
shown; provided a copy of  
this order be inserted in  
some newspaper published  
in Queen Anne's County,  
Maryland, once in each of  
three successive weeks  
before the 6th day of  
December, 1982.

The report states the  
amount of sales to be  
\$12,500.00.

Marguerite W. Mankin  
Clerk

True Copy, Test:  
Marguerite W. Mankin  
Clerk

By: Betty M. Comegys  
Deputy Clerk

Filed November 10, 1982  
RO 11 17 31 023

**FILED**

DEC 1 1982

CIRCUIT COURT  
QUEEN ANNE'S CO.

LIBER

15 PAGE 643

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
Assignee	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
MITCHELL LOUIS WOOTERS	*	IN EQUITY
and	*	CHANCERY NO. 7200
BRENDA LEE WOOTERS	*	
Mortgagors	*	
	* * *	

FINAL ORDER OF RATIFICATION OF SALE

IT IS ORDERED, by the Circuit Court for Queen Anne's County, In Equity, this 16<sup>th</sup> day of December, 1982, that the sale of the real estate made and reported in this cause by Charles E. Smith, Assignee, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding Order Nisi; and the said Charles E. Smith, Assignee, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

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CLERK, CIRCUIT COURT  
1982 DEC 16 PM 2:16  
QUEEN ANNE'S COUNTY

*Cayton C. Carter*  
JUDGE

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CHARLES E. SMITH, ASSIGNEE :  
 v. : Chancery #7200  
 MITCHELL LOUIS WOOTERS :  
 and :  
 BRENDA LEE WOOTERS :  
 MORTGAGORS :  
 : : : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		\$ 12,500.00	
Interest on \$ 7,500.00 at 10%			
from 10/15/82 to 12/31/82			
71 days @ \$ 2.08 per day		<u>160.16</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 12,660.16
COMMISSIONS, payable to Fiduciary		\$ 775.00	
ATTORNEY FEE, as per Mortgage		400.00	
EXPENSES OF SALE			
Court costs	\$ 150.50		
Advertising			
Notice(s) of sale	175.52		
Report of sale	35.42		
Bond premium	80.00		
Auctioneer's fee	31.25		
Real property taxes (7/1 - 10/15)	48.15		
Certified mail	<u>1.55</u>	522.39	
AUDITOR'S FEE AND COSTS			
Fee for audit, per order	\$ 45.00		
Postage & copies	<u>1.19</u>	<u>46.19</u>	<u>1,743.58-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 10,916.58
INDEBTEDNESS DUE UNDER MORTGAGE			=====
Principal, per Statement of Debt		\$ 18,518.16	
Interest to 8/25/82, per Statement		570.44	
Late charges, per Statement		44.04	
Interest on principal at 10%			
8/25/82 to 12/14/82 111 days at \$5.07		<u>562.77</u>	
TOTAL DUE UNDER MORTGAGE			\$ 19,695.41
TO BE DISTRIBUTED TO Queenstown Bank of Maryland			<u>10,916.58-</u>
DEFICIT			\$ 8,778.83

**FILED**

APR 8 1983

CIRCUIT COURT  
 QUEEN ANNE'S CO.

NOTICE

The attached Account was filed on the 8<sup>th</sup> day of April, 1983. 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

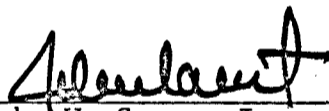
I hereby certify that I have examined the suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Chancery Cause #7200. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it 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 8<sup>th</sup> day of April, 1983, 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:

Charles E. Smith, Esquire  
P.O. Box 147  
Grasonville, Maryland 21638

Mitchell Louis Wooters  
P.O. Box 25  
Centreville, Maryland 21617

Brenda Lee Wooters  
P.O. Box 147  
Centreville, Maryland 21617

  
\_\_\_\_\_  
John W. Sause, Jr.  
Auditor

NISI RATIFICATION OF AUDIT

ORDERED this 8th day of April, 1983, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 26th day of April, 1983, unless cause to the contrary thereof be previously shown; provided notice is given in the manner provided by Maryland Rule 595 g to persons entitled thereto.

  
\_\_\_\_\_  
Clerk

Filed: April 8, 1983



CHARLES E. SMITH, Assignee

vs.

MITCHELL LOUIS WOOTERS, et al.

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7200  
\*  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 26th day of April, 19 83,  
by the Court that the account of the Auditor is finally ratified and  
confirmed, and Charles E. Smith, Assignee/~~XXXXXX~~,  
is directed to apply the proceeds accordingly, with a due proportion of  
interest as the same has been or may be received.

Marguerite H. Maskin Clerk

Filed April 26, 1983

ESC/nlj/11/18/82/1&2/

15 Oct 645

ERNEST S. COOKERLY  
Substitute Trustee  
Court Street  
Chestertown, Md. 21620

VS.

NEWKENT HOMES, INC.  
c/o Thomas Adam Schaubert  
R.D.# 4, Box 173A  
Chestertown, Md. 21620

AND

THOMAS ADAM SCHAUBER and  
MARGARET L. SCHAUBER  
R.D.# 4, Box 173A  
Chestertown, Md. 21620

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, MARYLAND

EQUITY NO. 7258

NOV 19-82 \* 21662 \*\*\*\*\*60 00  
NOV 19-82 A 221662 \*\*\*\*\*60 00

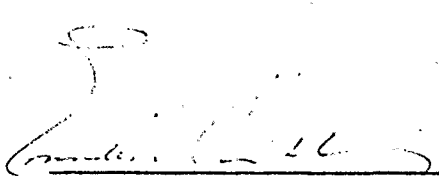
\* \* \* \* \*

ORDER TO DOCKET SUIT, ETC.

Mrs. Clerk:

Please enter and docket this cause for the purpose of foreclosure of the Deed of Trust dated May 15, 1978, from Newkent Homes, Inc., Thomas Adam Schaubert and Margaret L. Schaubert, his wife, to Roger W. Simpkins and William H. Slagle, Trustees, which Deed of Trust is recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 136, Folio 102; Ernest S. Cookerly having been subsequently appointed Substitute Trustee by The Chestertown Bank of Maryland, the Beneficiary and the party secured thereby. The original Deed of Trust is filed in this case as Plaintiff's Exhibit "A", a photocopy of the Removal of Trustees and Appointment of Substitute Trustee as Plaintiff's Exhibit "B", and a photocopy of the Guaranty securing payment of a Note in the original principal amount of \$125,000.00 as Plaintiff's Exhibit "C", and a photocopy of the Note as Plaintiff's Exhibit "D".

Please docket the Statement of Debt Due under Deed of Trust and Military Affidavit.

  
Ernest S. Cookerly  
Substitute Trustee

LAW OFFICES OF  
ERNEST S. COOKERLY  
CHESTERTOWN, MD. 21620  
TELEPHONE 378-2110

RECEIVED  
CLERK, CIRCUIT COURT  
1982 NOV 19 PM 3:16  
QUEEN ANNE'S COUNTY

DOCUMENT NO. 93499

LIBER 136 PAGE 102  
BOOK 080 PAGE 769

Time 10:36 AM  
MAR -6-80 \* 26710 \*\*\*\*142.50  
MAR -6-80 \* 25710 \*\*\*\*115.50  
MAR -6-80 \* 25709 \*\*\*\*27.00  
MAY 17-78 A RT24822 \*\*\*\*115.50  
MAY 17-78 A RT24821 \*\*\*\*27.00

PLAINTIFF'S EXHIBIT "A"

DEED OF TRUST

THIS DEED OF TRUST is made this 15th day of May, 1978, among the Grantor, NEWKENT HOMES, INC., a Maryland Corporation, and THOMAS ADAM SCHAUBER and MARGARET L. SCHAUBER, his wife, (herein "Borrower"), ROGER W. SIMPKINS and WILLIAM H. SLAGLE, (herein "Trustee"), and the Beneficiary, THE CHESTERTOWN BANK OF MARYLAND, is Chestertown, Maryland (herein "Lender").

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

PARCEL NO. 1: ALL that lot or parcel of land situate, lying and being in the Town of Millington, in the First Election District of Kent County, Maryland, and more particularly described in accordance with a survey made by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, dated May, 1976, a plat of which is recorded as follows:

BEGINNING for the same at an iron pipe set in the westernmost right-of-way line of Comegys Street, a thirty-six (36) foot wide right-of-way, said beginning point further being located, South 17 degrees 31 minutes 37 seconds West, 75.00 feet from an iron pipe set at the intersection of the division line between the lands of the Holiness Christian Church (see W.H.G. 47/395) and other lands of Benjamin B. Stevens (see R.A.S. 35/237) with the aforesaid right-of-way line; thence, leaving said beginning point so fixed and binding on said right-of-way line, South 17 degrees 31 minutes 37 seconds West, 55.00 feet to an iron pipe set; thence, leaving said right-of-way and running for four (4) new lines of division through the lands of Benjamin B. Stevens aforementioned, North 71 degrees 45 minutes 46 seconds West, 58.60 feet to an iron pipe set, North 41 degrees 39 minutes 58 seconds West, 48.43 feet to an iron pipe set, North 17 degrees 00 minutes 38 seconds East, 29.03 feet to an iron pipe set and South 72 degrees 43 minutes 28 seconds East, 100.45 feet to the place of beginning, containing in all 4,924.85 square feet of land, more or less.

BEING the same parcel of land conveyed to Newkent Homes, Inc., from Benjamin B. Stevens and Elsie K. Stevens, his wife, by deed dated July 14, 1976, and recorded among the Land Records for Kent County, Maryland, in Liber E.H.P. No. 69, Folio 391.

PARCEL NO. 2: ALL that lot or parcel of ground, situate, lying and being in the Fourth Election District of Kent County, State of Maryland, lying on the Westerly side of State Road Route 213 and is composed of the Southerly 20 feet of Lot 16 and all of Lot 17, 18 and 19 as set forth on a plat of these and other lots filed among the Land Records of Kent County, in Liber R.A.S. No. 41, Folio 486, and is more particularly described as follows, that is to say:

BEGINNING for the same at the Westerly line of the aforementioned State Road at the Northeasterly corner of Lot 20 and which is also the Southeasterly corner of Lot 19 and at a point where the land hereby intended to be conveyed corners with the land

(Description continued on Riders)

which has the address of.....  
[Street] [City]  
..... (herein "Property Address");  
[State and Zip Code]

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

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated..... (herein "Note"), in the principal sum of One hundred twenty-five (\$125,000.00) Thousand Dollars..... 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 April 15, 1988,.....; 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.

BOOK 080 PAGE 769

LIBER 15 PAGE 649

**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.

RIDER (1)

LIBER 543 PAGE 600

LIBER 543 PAGE 602

LIBER 543 PAGE 604

LIBER 543 PAGE 606

LIBER 543 PAGE 605

LIBER 543 PAGE 603

LIBER 543 PAGE 601

Deed of Trust to The Chestertown Bank  
of Maryland, from Thomas A. Schaubert, et al

(Description continued)

of E. Cleveland Elburn et al and running, (1) Thence by and with the line of the State Road North 27 degrees 00 minutes East 200 feet, (2) Thence by and with a division line herein established for the lands intended to be conveyed North 63 degrees 00 minutes West 150 feet, (3) Thence by a line which is parallel to the aforesaid State Road South 27 degrees 00 minutes West 200 feet to a point which is the Northwest corner of Lot #19 on the aforesaid plat, and where the same corners with the Northeast corner of the lands of E. Cleveland Elburn, (4) Thence by and with said Elburn lands and the division line between Lots #19 and 20 South 63 degrees 00 minutes East 150 feet to the point of beginning.

Being and intending to be all of Lots #19, 18, 17 and the Southerly 20 feet of Lot #16 as shown on said plat.

BEING the same parcel of land conveyed to Thomas Adam Schaubert and Margaret L. Schaubert, his wife, from J. Albert Sutton and Emily S. Sutton, his wife, by deed dated April 8, 1970, and recorded among the Land Records for Kent County, Maryland, in Liber E.H.P. No. 34, Folio 567.

PARCEL NO. 3: ALL that lot, parcel or tract of ground situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, lying on the Easterly side of a public road known as River Road that extends through the lands of Sarah E. Skipper and others, being the northerly seventy-five (75) foot portion of Lot No. 2 and the Southerly twenty-five (25) foot portion of Lot No. 3 as set forth on Plat No. 3 of the Sarah E. Skipper lands, being more particularly described as follows, that is to say:

BEGINNING at a concrete monument set at the Northwesterly corner of Kirsch lot and on the Easterly line of the aforementioned public road and running: (1) thence by and with the line of the said public road, North 33 degrees 43 minutes East - 100.00 feet to a point; (2) thence by and with a division line herein established through Lot No. 3 of the said Plat South 58 degrees 36 minutes East - 220.00 feet to a point; (3) thence by and with other lands of Sarah E. Skipper South 33 degrees 43 minutes West - 100 feet to a concrete monument that marks the Northeasterly corner of the Kirsch lot; (4) thence by and with the said Kirsch division line North 58 degrees 36 minutes West - 220.00 feet to the point of beginning; CONTAINING 22,000 square feet of land, more or less, according to survey made by J. B. Metcalfe, Registered Surveyor.

BEING the same parcel of land conveyed to Thomas A. Schaubert and Margaret L. Schaubert, his wife, from Paul E. Rose, Jr. and Bonnie S. Rose, his wife, by deed dated September 22, 1976, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 109, Folio 664.

SUBJECT, HOWEVER, to restrictive covenants contained in a deed from Martha Skipper, single, to Sarah E. Skipper, dated April 5, 1963, and recorded among the Land Records for Queen Anne's County aforesaid, in Liber T.S.P. No. 72, Folio 46, etc.; the said restrictions, covenants and conditions hereby incorporated by reference in this deed as a part hereof as is evidenced by the execution of the same and by the acceptance by the Grantees of its delivery.

PARCEL NO. 4: ALL those pieces or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lots Nos. 444 and 445 as shown on a plat entitled "Section No. 1 of Chester Harbor", which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, Folio 39.

BEING the same parcels of land conveyed to Newkent Homes, Inc., from A. G. Kreworuka and Lillian B. Kreworuka, his wife, by deed dated November 4, 1976, and

BOOK 880 PAGE 767

LIBER 136 PAGE 103

LIBER 15 PAGE 651

RIDER (2)

Description continued

recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 111, Folio 283.

SUBJECT to the restrictions as referred to in a deed from Chester Harbor, Inc., to A. G. Kreworuka and Lillian B. Kreworuka, his wife, dated February 18, 1975, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 91, Folio 346, etc.

PARCEL NO. 5: ALL those pieces or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lots Nos. 336 and 337 as shown on a plat entitled "Section No. 1 of Chester Harbor", which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, Folio 39.

BEING the said parcels of land conveyed to Newkent Homes, Inc., from Frank A. Maiorano, Jr., by deed dated April 22, 1976, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 104, Folio 277.

SUBJECT to the restrictions as referred to in a deed from Chester Harbor, Inc., to Frank A. Maiorano, Jr., dated May 3, 1972, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 63, Folio 613, etc.

PARCEL NO. 6: ALL those pieces or parcels of land, situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lots Nos. 101 and 102 as shown on a plat entitled "Section No. 1 of Chester Harbor", which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, Folio 39.

BEING the same parcels of land conveyed to Newkent Homes, Inc. from Chester Harbor, Inc., by deed dated April 2, 1976, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 103, Folio 691.

SUBJECT to the restrictions as referred to in a deed from Chester Harbor, Inc., to Newkent Homes, Inc., dated April 2, 1976, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 103, Folio 691.

PARCEL NO. 7: ALL those pieces or parcels of land, situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lots Nos. 99 and 100 as shown on a plat entitled "Section No. 1 of Chester Harbor", which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, Folio 39.

BEING the same parcels of land conveyed to Newkent Homes, Inc., from Chester Harbor, Inc., by deed dated April 30, 1976, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 104, Folio 669.

SUBJECT to the restrictions as referred to in a deed from Chester Harbor, Inc., to Newkent Homes, Inc., dated April 30, 1976, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 104, Folio 669.

PARCEL NO. 8: ALL those pieces or parcels of land, situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lots Nos. 44 and 45 as shown on a plat entitled "Section No. 1 of Chester Harbor", which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, Folio 39.

BEING the same parcels of land conveyed to Newkent Homes, Inc. from Chester Harbor, Inc., by deed dated April 30, 1976, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 104, Folio 671.

SUBJECT to the restrictions as referred to in a deed from Chester Harbor, Inc., to Newkent Homes, Inc., dated April 30, 1976, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 104, Folio 671.

RIDER (3)

Description continued

PARCEL NO. 9: ALL that lot of land, situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, designated as Lot No. Sixteen (16) on a sub-division known as "Pine Cove", prepared by J. B. Metcalfe, Registered Surveyor, dated September, 1961, which plat is recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 64, Folio 281.

BEING the same parcel of land conveyed to Newkent Homes, Inc., from George L. Marvel and Eleanor J. Marvel, his wife, by deed dated November 6, 1973, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 79, Folio 157.

SUBJECT to restrictions of record.

PARCEL NO. 10: ALL that parcel of land situate on the east side of U.S. Rte. 50 in or near the Town of Trappe, Talbot County, Maryland, and described as follows:

BEGINNING at an iron pipe on the east side of U.S. Rte. 50 and at the intersection of this land and the property now or formerly owned by Mitchell Brown and running thence with said Brown property south 64 degrees 20 minutes east 10.79 feet to a post; thence south 64 degrees 35 minutes east 241.29 feet to an iron pipe and the land now or formerly owned by Norman Baker; thence south 22 degrees 39 minutes west 219.27 feet to an iron pipe; thence south 24 degrees 5 minutes west 53.6 feet to a Cedar stump and the land now or formerly owned by Molly Brooks; thence with said Brooks land therewith north 73 degrees 10 minutes west 194.67 feet to an iron pipe on the east side of U.S. Rte. 50 and thence therewith north 12 degrees 12 minutes east 309.88 feet to an iron pipe and the place of beginning. Containing 1.481 acres and shown on a certain plat entitled "Board of Education of Talbot County - Revised Map Showing Trappe Colored School Lot In The Town of Trappe, Talbot County", made by Kastenhuber and Anderson, November, 1957, and recorded in Talbot County Plat Record No. 21, Folio 79.

SUBJECT to Right-of-Way for maintenance of electric transmission line to Eastern Shore Public Service Company, dated April 23, 1946, and recorded in Talbot County Land Record No. 268, Folio 281.

BEING the same parcel of land conveyed to Newkent Homes, Inc. by Evelyn P. Shockley, Widow, by deed dated August 10, 1970, and recorded among the Land Records for Talbot County, Maryland, in Liber No. 445, Folio 297.



**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 . . . % 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.

WITNESS the corporate seal of Newkent Homes, Inc. and the signature of Thomas Adam Schaubert, the President thereof, and

WITNESS the hands and seals of the said Thomas Adam Schaubert and Margaret L. Schaubert, his wife, the day and year first above written.

Witness:

NEWKENT HOMES, INC.

RECEIVED  
CLERK, CIRCUIT COURT  
1978 JUN -8 AM 9:34  
QUEEN ANNE'S COUNTY

RECEIVED  
CLERK, CIRCUIT COURT  
1978 JUN -8 AM 9:34  
QUEEN ANNE'S COUNTY

By Thomas Adam Schaubert (SEAL)  
Thomas Adam Schaubert, President

Thomas Adam Schaubert (SEAL)  
Thomas Adam Schaubert

M. Germaine Morris

JUN -8-78 \* 25418 \*\*\*\*208.50  
JUN -8-78 A 25418 \*\*\*\*181.50  
JUN -8-78 A 25417 \*\*\*\*27.00

Margaret L. Schaubert (SEAL)

STATE OF MARYLAND, KENT COUNTY, to wit:

I HEREBY CERTIFY, That on this 15<sup>th</sup> day of May, 1978, before me, the undersigned, a Notary Public of the State of Maryland, in and for the County of Kent, aforesaid, personally appeared Thomas Adam Schaubert, President of Newkent Homes, Inc., and Thomas Adam Schaubert and Margaret L. Schaubert, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared Ernest S. Cookerly, Attorney for The Chestertown Bank of Maryland, and made oath in due form of law that he is the Agent of the within named Beneficiary, and that the consideration set forth in said deed of trust is true and bona fide as therein set forth.

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

M. Germaine Morris  
Notary Public

My commission expires July 1, 1978

May 17, 1978 THE FOREGOING Deed of Trust FILED FOR RECORD AND IS ACCORDINGLY RECORDED AMONG THE LAND RECORDS OF KENT COUNTY, MD. IN LIBER 655 NO. 80 FOLIOS 76 thru 772

Talbot County, To-wit: Indexed  
Received the 6<sup>th</sup> day of May A. D. 1980, at 10:35 o'clock P. M. to be recorded, and same day recorded in Liber JTB No. 543 folio 600 one of the Land Record Books of Talbot County.  
per John T. Baynard Clerk

STATE OF MARYLAND,  
QUEEN ANNE'S COUNTY, SCT.  
I HEREBY CERTIFY THAT  
THIS 20/1 WAS  
RECEIVED FOR RECORD THIS 8<sup>th</sup>  
DAY OF June 19 78 AT 9:34 A.M.  
RECORDED IN  
LIBER C106136 folio Land  
RECORD BOOK FOR QUEEN ANNE'S  
COUNTY  
Charles W. Cecil CLERK.

LIBER 15 PAGE 655

Mail to:  
Return to The Chestertown Bank  
of Maryland  
Chestertown, Maryland 21620

## PLAINTIFF'S EXHIBIT "B"

APPOINTMENT OF SUBSTITUTE TRUSTEE

WHEREAS, on May 15, 1978, New Kent Homes, Inc., a Maryland Corporation, and Thomas Adam Schauber and Margaret L. Schauber, his wife, acknowledged and delivered a Deed of Trust to Roger W. Simpkins and William H. Slagle, Trustees, which Deed of Trust is recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 136, Folio 102, to secure prompt payment of that certain note dated May 15, 1978, in the principal amount of One Hundred Twenty-five Thousand (\$125,000.00) Dollars, from New Kent Homes, Inc., and Thomas Adam Schauber and Margaret L. Schauber, as Makers, to The Chestertown Bank of Maryland, as Payee;

WHEREAS, such Deed of Trust states in the relevant part:

"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 title powers and duties conferred upon the Trustee herein and by applicable law."

NOW, THEREFORE, pursuant to the authority contained in such Deed of Trust, this instrument witnesses that the beneficiary, The Chestertown Bank of Maryland, hereby removes Roger W. Simpkins and William H. Slagle, and appoints Ernest S. Cookerly as Substitute Trustee with the same rights, powers, discretions and obligations to act as Substitute Trustee in any manner permitted by such Deed of Trust.

WITNESS the signature and seal of The Chestertown Bank of Maryland on the 18<sup>th</sup> day of November, 1982.

Attest:

THE CHESTERTOWN BANK OF MARYLAND

OFFICES OF  
ERNEST S. COOKERLY  
CHESTERTOWN, MD, 21522  
TELEPHONE 779-2118

Ernest S. Cookerly

BY H. Thomas Williams (SEAL)  
H. Thomas Williams, Vice-President

STATE OF MARYLAND, COUNTY OF Hert, to wit:

I HEREBY CERTIFY, that on this 18<sup>th</sup> day of November, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared H. Thomas Williams, who acknowledged himself to be the Vice-President of The Chestertown Bank of Maryland, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the banking association by himself as Vice-President.

AS WITNESS my hand and Notarial Seal.

Nancy Lu Porter  
Notary Public



My commission expires:

July 1, 1986

OFFICES OF  
ERNEST S. COOKERLY  
CHESTERTOWN, MD. 21826  
TELEPHONE 778-8110

THE CHESTERTOWN BANK OF MARYLAND

INDIVIDUAL GUARANTY

The undersigned hereby requests The Chestertown Bank of Maryland (herein called the "Bank") to give and continue to give NEWLENT HOMES, INC.

(herein called the "Borrower") credit, as the Borrower may desire and the Bank may grant, from time to time, whether to the Borrower alone or to the Borrower and others, and in consideration of any credit given, the undersigned hereby absolutely and unconditionally guarantees prompt payment when due and at all times thereafter of any and all existing and future indebtedness and liability of every kind, nature, and character (including all renewals, extensions, modifications, and all attorneys' fees, legal or other expenses of collection) from the Borrower alone or from the Borrower and others to the Bank, howsoever and whensoever created, or arising, or evidenced, or acquired; and the undersigned waives notice of the acceptance of this guaranty and of any and all such indebtedness and liability. The undersigned hereby waives presentment, protest, notice, demand or action on delinquency in respect of any such indebtedness or liability, including any right to require the Bank to sue or otherwise enforce payment thereof.

This guaranty is made and shall continue as to any and all such indebtedness and liability of the Borrowers to the Bank incurred or arising prior to receipt by the Bank of written notice of the termination hereof from the undersigned and acknowledged by the Bank, without regard to collateral, or security, or guaranties, or other obligors, if any, or to the validity or effectiveness of any and all thereof; and any and all such collateral and security and guaranties and other obligors, if any, may, from time to time, without notice to or consent of the undersigned, be sold, released, surrendered, exchanged, settled, compromised, waived, subordinated or modified, with or without consideration, on such terms or conditions as may be acceptable to the Bank, without in any manner affecting or impairing the liability of the undersigned. It is agreed that the undersigned's liability hereunder is several and joint and is independent of any other guaranties at any time in effect with respect to all or any part of the Borrower's indebtedness to the Bank, and that the undersigned's liability hereunder may be enforced regardless of the existence of any such other guaranties.

This guaranty shall also bind the heirs, personal representatives, successors and assigns of the undersigned and shall inure to the Bank, its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this agreement this

18th day of July 19 77

Thomas A. Schaubert (SEAL)  
THOMAS A. SCHAUBERT

Margaret L. Schaubert (SEAL)  
MARGARET L. SCHAUBERT

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)



THE CHESTERTOWN BANK OF MARYLAND

36187

CHESTERTOWN, MARYLAND  
PLAINTIFF'S EXHIBIT "D"

\$ 125,000.00

Secured Note

May 22 19 76

On Demand

the undersigned, and if more than one, each of them jointly and severally ("Maker"), promises to pay to the order of THE ABOVE NAMED BANK ("Bank") One Hundred Twenty Five Thousand 00/100

U.S. Dollars (S.U.S.), together with interest from the date hereof on the unpaid balance, whether before or after the maturity of or any default under this Note, at the rate of 2 1/2 over Baltimore Price % per year. Interest shall be payable on the calendar quarters

; principal shall be payable On Demand

As security for the payment of this Note and of the Liabilities (as defined herein) the undersigned does hereby pledge, assign and grant a security interest to Bank in the following property: Deed of Trust

and all property listed on the attached schedule (including all cash, stock, dividends and rights incident to or granted in connection with said property), which property, together with all additions, substitutions and proceeds hereinafter shall be referred to as "Collateral". If the Collateral shall at any time become unsatisfactory to Bank, Maker shall within one day after demand, pledge with Bank as part of the Collateral, additional property satisfactory to Bank. Any demands for further collateral made upon any Obligor (as defined herein) by Bank shall be sufficient if given orally or in writing mailed to its address shown on the records of the Bank or stated herein. The Bank, in its discretion may take any actions, including settlement, deemed desirable with respect to any of the Collateral but shall be under no obligation to do so.

Bank is authorized at its option to file any financing statement or similar document with respect to the Collateral without the signature of the Maker and, if appropriate, to execute and file any such document on behalf of the Maker; and the Maker agrees to pay all costs of any such filing, including but not limited to recording taxes and filing fees, and to sign upon request any instruments, documents or other papers which Bank may require to perfect its security interest in the Collateral.

The right is expressly granted to Bank to exchange any of the Collateral for other property upon reorganization, recapitalization or readjustment in connection therewith; to deposit any of the Collateral with any committee or depository upon such terms as it may determine; to vote the Collateral so transferred or registered and to exercise or cause its nominee to exercise all or any powers with respect thereto with the same force and effect as an absolute owner thereof; all without notice and without liability except to account for property actually received by it.

Each of the following events shall constitute a default hereunder: (a) failure of any Obligor (which term shall include each maker, indorser, surety and guarantor of any of the Liabilities) to perform any agreement under any of the Liabilities (which term shall include this Note, and any renewals, extensions or modifications thereof, and all other obligations of any kind of the Maker to the Bank and to any other party to the extent of the interest therein created or acquired from the Maker or such other party by the Bank, now or hereafter existing, including liabilities to the Bank of the Maker as a member of any partnership or other group and whether incurred by the Maker as principal or otherwise); (b) the death of any Obligor; (c) the filing of any petition under the Federal Bankruptcy Act, or any similar Federal or state statute, by or against any Obligor; (d) an application for the appointment of a receiver for, the making of a general assignment for the benefit of creditors by, or the insolvency of any Obligor; (e) commencement of any proceeding under any Federal or state statute or rule providing for the relief of debtors, composition of creditors, arrangement, reorganization, receivership, liquidation or any similar event by or against any Obligor; (f) the entry of a judgment against any Obligor; (g) the issuing of any attachment or garnishment, or the filing of any lien, against any property of any Obligor; (h) the suspension by any Obligor of the transaction of such Obligor's usual business; (i) the merger or consolidation with any other corporation of any corporate Obligor or the transfer, disposition or incumbrance of all or a substantial part of the assets of any Obligor; or (j) the determination by an officer of the Bank that an adverse change has occurred in the financial condition of any Obligor from the condition of such Obligor as heretofore most recently disclosed to the Bank by a financial statement or in any other manner.

The Bank shall have and is hereby granted a security interest in all property of any Obligor held by Bank in any capacity and upon the occurrence of any default hereunder Bank shall have the right, immediately and without further action by it, to set off against any of the Liabilities, all such property, whether or not due, and Bank shall be deemed to have exercised such right of set-off and to have made a charge against such funds immediately upon the occurrence of such default even though such charge is made or entered subsequently on the books of Bank.

A delay by Bank in exercising any right or remedy shall not constitute a waiver; a waiver of a default, right or remedy shall not constitute a waiver of a subsequent default, right or remedy; and a single or partial exercise of a right or remedy shall not preclude or constitute a waiver of any unexercised right or remedy. All rights and remedies hereunder and under applicable laws shall be cumulative and Bank may proceed against any party liable hereunder in such manner as the Bank may deem appropriate.

Whenever any Obligor shall be in default hereunder, the Bank at its option (1) may declare any of the Liabilities immediately due and payable; and (2) may exercise any or all rights and remedies available to it under the Liabilities and applicable law, including the right to dispose of the Collateral by public or private sales or other proceedings, in whole or in part, at such prices as the Bank may deem best and either for cash or credit, without demand for the payment of any of the Liabilities, without advertisement and without notice except such notice as is required by applicable law and cannot be waived, of intention to sell, time or place of sale or any election hereunder, and the undersigned agrees that the Bank or its nominee may become the purchaser at any such sales and that the portion of the proceeds of any such disposition which is applicable to Liabilities may be applied to or on account of the payment of such Liabilities and in such order as the Bank may elect.

Each and every Obligor hereby waives presentment, protest and demand, notice and all other demands and notices in connection with any of the Liabilities and with respect to the Collateral and waives any right to trial by jury and further agrees that the courts of the State of Maryland shall have personal jurisdiction over it in any legal proceedings with respect to any of the Liabilities. The Obligors shall pay and be jointly and severally liable to the Bank for all reasonable expenses, including attorneys' fees, incident to the enforcement of any of the provisions of the Liabilities or any actual or attempted sale or any exchange, enforcement or settlement with respect to any of the Collateral or for the care of Collateral, including expenses of insurance; and all such expenses shall be added to and be made a part of the principal amount due pursuant to the Note. Each Obligor assents to any and all extensions of the time of payment of any Liabilities or any other indulgence, to any substitution, exchange or release of Collateral and assents to the addition or release of any Obligor without in any way affecting the obligation of any other Obligor. Except when invalid or unenforceable by statute or otherwise, each and every Obligor authorizes any attorney designated by Bank to confess judgment in any Court of Record or in the alternative authorizes the Bank to instruct the clerk of any Court of Record to confess judgment against such Obligor at any time after this Note is due by its terms or upon default, for the unpaid balance of the Note and interest payable thereon, together with court costs and all other amounts payable to Bank pursuant hereto; provided, however, that any lien or security interest arising from such confession of judgment shall not apply or attach to all real property which is used or is expected to be used as the principal residence of any Obligor if this is a "consumer credit" transaction as designated below.

This Note shall be construed in accordance with the Laws of the State of Maryland.

CORPORATIONS OR PARTNERSHIPS SIGN BELOW

INDIVIDUALS SIGN BELOW

CHECK ONE

Consumer Credit (Personal)

Business Purpose

New Kent Homes, Inc.

Name of Corporation or Partnership

(SEAL)

By [Signature] (SEAL)

(SEAL)

By \_\_\_\_\_ (SEAL)

(SEAL)

9701

ERNEST S. COOKERLY  
Substitute Trustee  
Court Street  
Chestertown, Md. 21620

VS.

NEWKENT HOMES, INC.  
c/o Thomas Adam Schaubert  
R.D.# 4, Box 173A  
Chestertown, Md. 21620

AND

THOMAS ADAM SCHAUBER and  
MARGARET L. SCHAUBER  
R.D.# 4, Box 173A  
Chestertown, Md. 21620

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, MARYLAND

EQUITY NO. 7258

\* \* \* \* \*

STATEMENT OF DEED OF TRUST INDEBTEDNESS

This Statement of Debt due under the Deed of Trust from Newkent Homes, Inc., Thomas Adam Schaubert and Margaret L. Schaubert, his wife, to Roger W. Simpkins and William H. Slagle, Trustees, dated May 15, 1978, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 136, Folio 102, and Ernest S. Cookerly having been appointed Substitute Trustee by the Beneficiary, on November 18, 1982.

Balance of unpaid principal	\$ 74,320.15
Interest due to November 18, 1982	<u>45,381.90</u>
Total Debt Claimed	\$119,702.05

Interest will accrue at the rate of \$37.16 per diem from November 18, 1982.

THE CHESTERTOWN BANK OF MARYLAND

BY: H. Thomas Williams (SEAL)  
H. Thomas Williams, Vice President

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

I HEREBY CERTIFY, that on this 19th day of November, 1982, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared H. Thomas Williams, Vice President, Agent of the holder of the trust filed in said cause, and made oath in due form of law that the foregoing Statement of Deed of Trust Indebtedness is a true statement of the amount due from the said Newkent Homes, Inc., Thomas Adam Schaubert and Margaret L. Schaubert, his wife, under the aforementioned Deed of Trust as of November 18, 1982.

AS WITNESS my hand and Notarial Seal.

My commission expires:  
July 1, 1986.

Nancy Lee Powell  
Notary Public

LAW OFFICES OF  
ERNEST S. COOKERLY  
CHESTERTOWN, MD. 21620  
TELEPHONE 770-2112

ESC/nlj/11/19/82/1&2/

ERNEST S. COOKERLY  
Substitute Trustee  
Court Street  
Chestertown, Md. 21620

VS.

NEWKENT HOMES, INC.  
c/o Thomas Adam Schaubert  
R.D.# 4, Box 173A  
Chestertown, Md. 21620

AND

THOMAS ADAM SCHAUBER and  
MARGARET L. SCHAUBER  
R.D.# 4, Box 173A  
Chestertown, Md. 21620

\* \* \* \* \*

IN THE CIRCUIT COURT FOR

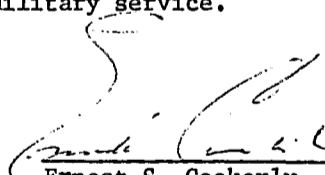
QUEEN ANNE'S COUNTY, MARYLAND

EQUITY NO. 7258

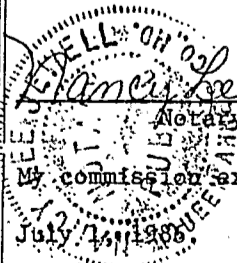
STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S, to wit:

I HEREBY CERTIFY, that on this 19th day of November, 1982, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ernest S. Cookerly, Substitute Trustee, 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.

  
Ernest S. Cookerly, Substitute Trustee

Sworn to before me this 19th  
day of November, 1982.

  
Francis Lee Jewell  
Notary Public  
My commission expires:  
July 1, 1986

LAW OFFICES OF  
ERNEST S. COOKERLY  
CHESTERTOWN, MD. 21620  
TELEPHONE 778-2116

*Equity #7258*

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 Seventy-five Thousand (\$75,000.00) 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 *19th* day of November, in the year of our Lord, nineteen hundred and eighty-two.

WHEREAS, the above bounden Ernest S. Cookerly, by virtue of the power contained in a deed of trust from Newkent Homes, Inc., Thomas Adam Schaubert and Margaret L. Schaubert, his wife, to Roger W. Simpkins and William H. Slagle, Trustees, bearing date the 15th day of May, 1978, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 136, Folio 102, etc.; and Ernest S. Cookerly was appointed Substitute Trustee on the 18th day of November, 1982, by The Chestertown Bank of Maryland, Beneficiary, for the purpose of foreclosure and collection; and

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

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Ernest S. Cookerly does and shall well and truly and faithfully perform the trust reposed in him under the assignment of the deed of trust aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said liened 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*

*[Signature]* (SEAL)  
Ernest S. Cookerly

*Nancy Lee Jewell*

BY: *[Signature]* (SEAL)  
Ernest S. Cookerly  
Attorney-in-fact

PRINCIPAL  
SELECTED RISKS INSURANCE COMPANY  
SURETY

*Surety Approved  
and Bond Filed  
November 19, 1982*

LAW OFFICES OF  
ERNEST S. COOKERLY  
CHESTERTOWN, MD. 21520  
TELEPHONE 370-2118

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED



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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from  
Liber MWM No. 3, folio 275, 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 19th  
day of November, 1982.



*Margaret W. Markin*

Clerk of the Circuit Court for  
Queen Anne's County

NOV 22-82 \* 21714 \*\*\*\*\*1 00  
 NOV 22-82 A #21714 \*\*\*\*\*1 00  
 NOV 19-82 \* 21664 \*\*\*\*\*16 50  
 NOV 19-82 A #21664K \*\*\*\*\*50  
 NOV 19-82 A #21663 \*\*\*\*\*16 00

APPOINTMENT OF SUBSTITUTE TRUSTEE

WHEREAS, on May 15, 1978, New Kent Homes, Inc., a Maryland

Corporation, and Thomas Adam Schaubert and Margaret L. Schaubert, his wife, acknowledged and delivered a Deed of Trust to Roger W. Simpkins and William H. Slagle, Trustees, which Deed of Trust is recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 136, Folio 102, to secure prompt payment of that certain note dated May 15, 1978, in the principal amount of One Hundred Twenty-five Thousand (\$125,000.00) Dollars, from New Kent Homes, Inc., and Thomas Adam Schaubert and Margaret L. Schaubert, as Makers, to The Chestertown Bank of Maryland, as Payee;

WHEREAS, such Deed of Trust states in the relevant part:

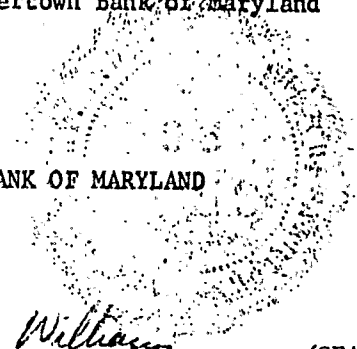
"Lender: At Lender's option may from time to time remove Trustee and appoint a Successor Trustee to any Trustee appointed hereunder, by an instrument recorded in the City or County in which this Deed of Trust is recorded. Without conveyance of the property, the Successor Trustee shall succeed to all title powers and duties conferred upon the Trustee herein and by applicable law."

NOW, THEREFORE, pursuant to the authority contained in such Deed of Trust, this instrument witnesses that the beneficiary, The Chestertown Bank of Maryland, hereby removes Roger W. Simpkins and William H. Slagle, and appoints Ernest S. Cookerly as Substitute Trustee with the same rights, powers, discretions and obligations to act as Substitute Trustee in any manner permitted by such Deed of Trust.

WITNESS the signature and seal of The Chestertown Bank of Maryland on the 18<sup>th</sup> day of November, 1982.

Attest:

THE CHESTERTOWN BANK OF MARYLAND



Diare B. Gattling

BY H. Thomas Williams  
H. Thomas Williams, Vice-President

(SEAL)

LAW OFFICES OF  
 ERNEST S. COOKERLY  
 CHESTERTOWN, MD. 21630  
 TELEPHONE 778-2112

RECEIVED  
 CLERK, CIRCUIT COURT  
 1982 NOV 19 PM 3:17  
 QUEEN ANNE'S COUNTY

LIBER 190 PAGE 435

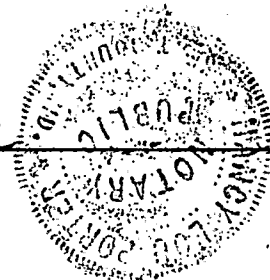
FILED  
 CIRCUIT COURT  
 QUEEN ANNE'S CO.

STATE OF MARYLAND, COUNTY OF Kent, to wit:

I HEREBY CERTIFY, that on this 18<sup>th</sup> day of November, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared H. Thomas Williams, who acknowledged himself to be the Vice-President of The Chestertown Bank of Maryland, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the banking association by himself as Vice-President.

AS WITNESS my hand and Notarial Seal.

Nancy Lee Porter  
Notary Public



My commission expires:

July 1, 1986

ERNEST S. COOKERLY  
Substitute Trustee  
Court Street  
Chestertown, Md. 21620

\*

IN THE CIRCUIT COURT FOR

\*

\*

VS.

QUEEN ANNE'S COUNTY, MARYLAND

\*

NEWKENT HOMES, INC.  
c/o Thomas Adam Schaubert  
R.D.# 4, Box 173A  
Chestertown, Md. 21620

\*

EQUITY NO. 7258

\*

AND

\*

THOMAS ADAM SCHAUBER and  
MARGARET L. SCHAUBER  
R.D.# 4, Box 173A  
Chestertown, Md. 21620

\*

\*

\* \* \* \* \*

AFFIDAVIT AS TO SERVICE

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

Before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ERNEST S. COOKERLY, SUBSTITUTE TRUSTEE, who, being duly sworn, deposes and says:

That a certified letter was mailed on December 27, 1982, addressed to Mrs. Margaret L. Schaubert, R.D.# 4, Box 173A, Chestertown, Maryland 21620, being certified no. 933-653, return receipt requested, the receipt of which is appended hereto and made a part hereof. Said letter was delivered to the addressee on December 28, 1982, as indicated on the receipt which is appended hereto and made a part hereof.

That a certified letter was mailed on December 27, 1982, addressed to Mr. Thomas Adam Schaubert, R.D.# 4, Box 173A, Chestertown, Maryland 21620, being certified no. 933-652, return receipt requested, the receipt of which is appended hereto and made a part hereof. Said letter was delivered to the addressee on December 28, 1982, as indicated on the receipt which is appended hereto and made a part hereof.

That a certified letter was mailed on December 27, 1982, addressed to Newkent Homes, Inc., c/o Thomas Adam Schaubert, R.D.# 4, Box 173A, Chestertown, Maryland 21620, being certified no. 933-651, return receipt requested, the receipt of which is appended hereto and made a part hereof. Said letter was delivered to the addressee on December 28, 1982, as indicated on the receipt

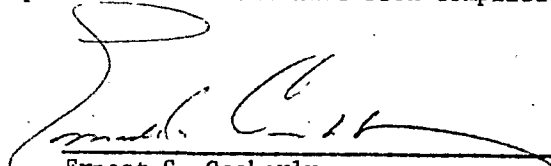
LAW OFFICES OF  
ERNEST S. COOKERLY  
CHESTERTOWN, MD. 21620  
TELEPHONE 778-8118

REC'D  
CLERK OF COURT  
1983 JAN -4 AM 9:58  
QUEEN ANNE'S COUNTY

which is appended hereto and made a part hereof.

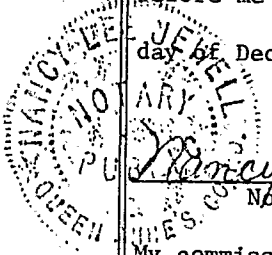
That said letters gave the time, place and terms of sale and were not sent earlier than 20 days nor later than 5 days prior to the sale.

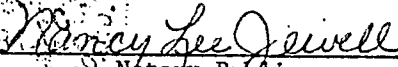
I hereby certify that the provisions of W74C have been complied with.

  
Ernest S. Cookerly

Subscribed and sworn to

before me this 31st  
day of December, 1982.



  
Notary Public

My commission expires:

July 1, 1986.

LAW OFFICES OF  
 ERNEST S. COOKERLY  
 CHESTERTOWN, MD, 21028  
 TELEPHONE 378-2118

PS Form 3811, Dec. 1980

① SENDER: Complete items 1, 2, 3, and 4. Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).  
 Show to whom and date delivered .....  
 Show to whom, date, and address of delivery..  
 2.  RESTRICTED DELIVERY  
 (The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$

3. ARTICLE ADDRESSED TO:  
 Mrs. Margaret L. Schaubert  
 RD 4 Box 173A  
 Chestertown, Md 21620

4. TYPE OF SERVICE:  REGISTERED  INSURED  COD  EXPRESS MAIL  
 ARTICLE NUMBER 933-653

(Always obtain signature of addressee or agent)

I have received the article described above.  
 SIGNATURE  Addressee  Authorized agent  
 Margaret L. Schaubert

5. DATE OF DELIVERY POSTMARK  
 DEC 28 1982

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE: EMPLOYEE'S INITIALS MJS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

PS Form 3811, Dec. 1980

① SENDER: Complete items 1, 2, 3, and 4. Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).  
 Show to whom and date delivered .....  
 Show to whom, date, and address of delivery..  
 2.  RESTRICTED DELIVERY  
 (The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$

3. ARTICLE ADDRESSED TO:  
 Mr. Thomas Adams Schaubert  
 RD 4 Box 173A  
 Chestertown, Md 21620

4. TYPE OF SERVICE:  REGISTERED  INSURED  COD  EXPRESS MAIL  
 ARTICLE NUMBER 933-660

(Always obtain signature of addressee or agent)

I have received the article described above.  
 SIGNATURE  Addressee  Authorized agent  
 Margaret L. Schaubert

5. DATE OF DELIVERY POSTMARK  
 DEC 28 1982

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE: EMPLOYEE'S INITIALS MJS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

PS Form 3811, Dec. 1980

① SENDER: Complete items 1, 2, 3, and 4. Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).  
 Show to whom and date delivered .....  
 Show to whom, date, and address of delivery..  
 2.  RESTRICTED DELIVERY  
 (The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$

3. ARTICLE ADDRESSED TO:  
 New Kent Homes Inc  
 c/o Thomas Adam Schaubert  
 RD 4 Box 173A  
 Chestertown, Md 21620

4. TYPE OF SERVICE:  REGISTERED  INSURED  COD  EXPRESS MAIL  
 ARTICLE NUMBER 933-661

(Always obtain signature of addressee or agent)

I have received the article described above.  
 SIGNATURE  Addressee  Authorized agent  
 Margaret L. Schaubert

5. DATE OF DELIVERY POSTMARK  
 DEC 28 1982

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE: EMPLOYEE'S INITIALS MJS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

Equity 7258

Centreville, Md. 1/5 19 83

### We Hereby Certify

That the annexed advertisement of  
Sale - Thomas Adam Schaubert  
 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 Jan. 1983.  
 And that the first insertion of said ad-  
 vertisement in the said RECORD  
 OBSERVER was on the 22nd day of  
Dec. 19 82, and the last  
 insertion on the 5th day of  
Jan. 19 82.

Publishers, Record Observer  
 Per [Signature]  
 CLERK CIRCUIT COURT

1983 JAN 10 AM 10:52  
 QUEEN ANNE'S COUNTY

## Substitute Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTIES  
 RIVER ROAD, CHESTER HARBOR & PINE COVE

Saturday, January 8, 1983

AT 11:00 A.M.

Under and by virtue of the power of sale contained in a certain Deed of Trust from Newkent Homes, Inc., Thomas Adam Schaubert and Margarat L. Schaubert his wife, to Roger W. Simpkins and William H. Slagle, Trustees, dated May 15, 1978, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 136, Folio 102, the holder of the indebtedness secured by the Deed of Trust having appointed Ernest S. Cookerly, Substitute Trustee, 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 Substitute Trustee will offer for sale at public auction, at the Schaubert residence located on River Road in the Sarah E. Skipper subdivision, the following described properties:

PARCEL NO. 1: All that lot, parcel or tract of ground situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, lying on the Easterly side of a public road known as River Road that extends through the lands of Sarah E. Skipper and others, being the northerly seventy-five (75) foot portion of Lot No. 2 and the Southerly twenty-five (25) foot portion of Lot No. 3 as set forth on Plat No. 3 of the Sarah E. Skipper lands, being more particularly described as follows, that is to say:

Beginning at a concrete monument set at the Northwesterly corner of Kirsch lot and on the Easterly line of the aforementioned public road and running: (1) thence by and with the line of the said public road, North 33 degrees 43 minutes East - 100.00 feet to a point; (2) thence by and with a division line herein established through Lot No. 3 of the said Plat South 58 degrees 36 minutes East - 220.00 feet to a point; (3) thence by and with other lands of Sarah E. Skipper South 33 degrees 43 minutes West - 100 feet to a concrete monument that marks the Northeastly corner of the Kirsch lot; (4) thence by and with the said Kirsch division line North 58 degrees 36 minutes West - 220.00 feet to the point of beginning; CONTAINING 22,000 square feet of land, more or less, according to survey made by J. B. Metcalfe, Registered Surveyor.

Being the same parcel of land conveyed to Thomas A. Schaubert and Margaret L. Schaubert, his wife, from Paul E. Rose, Jr. and Bonnie S. Rose, his wife, by deed dated September 22, 1976, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 109, Folio 684.

This property is improved by a frame residence consisting of a living room, dining room, kitchen, ceramic tile bath with linoleum floor, 3 bedrooms, full basement, electric heat and central air-conditioning, hardwood floors and paneled walls.

The following described properties are unimproved land:

PARCEL NO. 2: All those pieces or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lots Nos. 444 and 445 as shown on a plat entitled "Section No. 1 of Chester Harbor", which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, Folio 39.

Being the same parcels of land conveyed to Newkent Homes, Inc., from A. G. Kreworuka and Lillian B. Kreworuka, his wife, by deed dated November 4, 1976, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 111, Folio 283.

PARCEL NO. 3: All those pieces or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lots Nos. 101 and 102 as shown on a plat entitled "Section No. 1 of Chester Harbor", which said plat is recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 49, Folio 39.

Being the same parcels of land conveyed to Newkent Homes, Inc. from Chester Harbor, Inc., by deed dated April 2, 1976, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 103, Folio 691.

PARCEL NO. 4: All those pieces or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lots Nos. 99 and 100 as shown on a plat entitled "Section No. 1 of Chester Harbor", which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, Folio 39.

Being the same parcels of land conveyed to Newkent Homes, Inc., from Chester Harbor, Inc., by deed dated April 30, 1976, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 104, Folio 669.

PARCEL NO. 5: All that lot of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, designated as Lot No. Sixteen (16) on a sub-division known as "Pine Cove", prepared by J. B. Metcalfe, Registered Surveyor, dated September, 1961, which plat is recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 64, Folio 281.

Being the same parcel of land conveyed to Newkent Homes, Inc., from George L. Marvel and Eleanor J. Marvel, his wife, by deed dated November 6, 1973, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 79, Folio 157.

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

TERMS OF SALE: A deposit of Seven Thousand (\$7,000.00) Dollars in cash or certified check at the time of sale on the residence property and a deposit of One Thousand (\$1,000.00) Dollars in cash or certified check at the time of sale on the unimproved parcels, balance due in cash or by certified check at the time of settlement which shall take place upon the ratification of the sale by the Circuit Court for Queen Anne's County, Maryland. The balance due to bear interest at the rate of 12% per annum from the date of the sale. All taxes, public charges, assessments, etc., for the current year to be adjusted to date of sale end assumed thereafter by the purchaser. All conveyancing, recording, revenue stamps, transfer taxes to be paid by the purchaser. Purchaser will be given possession upon ratification of sale by the Circuit Court for Queen Anne's County, Maryland. At the time and place of sale, purchaser will be required to make affidavit as required by Rule BR 6 b 3 of the Maryland Rules of Procedure.

ERNEST S. COOKERLY  
SUBSTITUTE TRUSTEE  
Court Street  
Chestertown, Maryland 21620  
Telephone: 778-2112

Norman Dixon  
Auctioneer

RO-12-22-31-019



ESC/nlj/1/11/83/1&1/

ERNEST S. COOKERLY  
Substitute Trustee

VS.

NEWKENT HOMES, INC.

AND

THOMAS ADAM SCHAUBER and  
MARGARET L. SCHAUBER

\*  
\*  
\*  
\*  
\*  
\*

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, MARYLAND

EQUITY NO. 7358

\* \* \* \* \*

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of real estate made by Ernest S. Cookerly,  
Substitute Trustee, respectfully shows:

That default having occurred in the terms of a deed of trust from  
Newkent Homes, Inc., Thomas Adam Schauber and Margaret L. Schauber, his wife,  
to Roger W. Simpkins and William H. Slagle, Trustees, dated May 15, 1978, and  
recorded among the Land Records for Queen Anne's County, Maryland, in Liber  
C.W.C. No. 136, Folio 102, and Ernest S. Cookerly having been appointed  
Substitute Trustee by the Beneficiary, on November 18, 1982, for the purpose  
of foreclosure and collection; the undersigned, after docketing suit for fore-  
closure and collection, 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 8th day of January, 1983, and in accordance with the certifi-  
cate of publication of the advertisement of the sale previously filed herein,  
and after filing in this cause his bond to the State of Maryland, which surety  
was approved by the Clerk of this Honorable Court, did attend, at the Schauber  
residence located on River Road in the Sarah E. Skipper subdivision, in the  
Second Election District of Queen Anne's County, Maryland, on Saturday,  
January 8, 1983, at 11:00 A.M., and after reading the attached advertisement,  
and having the auctioneer cry the sale, did offer the following described  
properties for sale:

Parcel No. 1 was sold to E. Hugh Galbreath and Brenda E. Galbreath  
at and for the sum of Fifty-two Thousand (\$52,000.00) Dollars and is described  
as follows:

RECEIVED  
CLERK, CIRCUIT COURT

1983 JAN 13 AM 11:06

QUEEN ANNE'S COUNTY

OFFICES OF  
ERNEST S. COOKERLY  
CHESTERTOWN, MD, 21620  
TELEPHONE 778-6118

15 PAGE 671

1: All that lot, parcel or tract of ground situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, lying on the Easterly side of a public road known as River Road that extends through the lands of Sarah E. Skipper and others, being the northerly seventy-five (75) foot portion of Lot No. 2 and the Southerly twenty-five (25) foot portion of Lot No. 3 as set forth on Plat No. 3 of the Sarah E. Skipper lands, being more particularly described as follows, that is to say:

Beginning at a concrete monument set at the Northwesterly corner of Kirsch lot and on the Easterly line of the aforementioned public road and running: (1) thence by and with the line of the said public road, North 33 degrees 43 minutes East - 100.00 feet to a point; (2) thence by and with a division line herein established through Lot No. 3 of the said Plat South 58 degrees 36 minutes East - 220.00 feet to a point; (3) thence by and with other lands of Sarah E. Skipper South 33 degrees 43 minutes West - 100 feet to a concrete monument that marks the Northeasterly corner of the Kirsch lot; (4) thence by and with the said Kirsch division line North 58 degrees 36 minutes West - 220.00 feet to the point of beginning; CONTAINING 22,000 square feet of land, more or less, according to survey made by J. B. Metcalfe, Registered Surveyor.

Being the same parcel of land conveyed to Thomas A. Schauber and Margaret L. Schauber, his wife, from Paul E. Rose, Jr. and Bonnie S. Rose, his wife, by deed dated September 22, 1976, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 109, Folio 664.

Parcel No. 2 was sold to Joseph R. Smith at and for the sum of Four Thousand Five Hundred (\$4,500.00) Dollars and is described as follows:

PARCEL NO. 2: All those pieces or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lots Nos. 444 and 445 as shown on a plat entitled "Section No. 1 of Chester Harbor", which said plat is recorded among the Land Records of Queen Anne's County, Maryland, in Liber T.S.P. No. 49, Folio 39.

Being the same parcels of land conveyed to Newkent Homes, Inc., from A. G. Kreworuka and Lillian B. Kreworuka, his wife, by deed dated November 4,

1976, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 111, Folio 283.

Parcel No. 3 was sold to Church Hill Lumber Company at and for the sum of Four Thousand Two Hundred (\$4,200.00) Dollars and is described as follows:

PARCEL NO. 3: All those pieces or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lots Nos. 101 and 102 as shown on a plat entitled "Section No. 1 of Chester Harbor", which said plat is recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 49, Folio 39.

Being the same parcels of land conveyed to Newkent Homes, Inc. from Chester Harbor, Inc., by deed dated April 2, 1976, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 103, Folio 691.

Parcel No. 4 was sold to Harry J. Bramble and Barbara J. Bramble at and for the sum of Four Thousand One Hundred (\$4,100.00) Dollars and is described as follows:

PARCEL NO. 4: All those pieces or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, known as Lots Nos. 99 and 100 as shown on a plat entitled "Section No. 1 of Chester Harbor", which said plat is recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 49, Folio 39.

Being the same parcels of land conveyed to Newkent Homes, Inc., from Chester Harbor, Inc., by deed dated April 30, 1976, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 104, Folio 669.

Parcel No. 5 was sold to C. Robert Pardoe and Mary Lee Pardoe at and for the sum of Six Thousand Five Hundred (\$6,500.00) Dollars and is described as follows:

PARCEL NO. 5: All that lot of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, designated as Lot No. Sixteen (16) on a sub-division known as "Pine Cove", prepared by J. B. Metcalfe, Registered Surveyor, dated September, 1961,

which plat is recorded among the Land Records for Queen Anne's County, Maryland, in Liber T.S.P. No. 64, Folio 281.

Being the same parcel of land conveyed to Newkent Homes, Inc. from George L. Marvel and Eleanor J. Marvel, his wife, by deed dated November 6, 1973, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber C.W.C. No. 79, Folio 157.

The following described properties are subject to the restrictions of record, if any.

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

The Report states the total amount of the sale to be Seventy-one Thousand Three Hundred (\$71,300.00) Dollars.

Respectfully submitted,

Ernest S. Cookerly  
Substitute Trustee

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

I HEREBY CERTIFY, that on this 12th day of January, 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ERNEST S. COOKERLY, Substitute Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale of real estate are true to the best of his knowledge and belief and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

My commission expires:

July 1, 1986.

ORDER NISI ON SALE

ERNEST S. COOKERLY, Sub. Tr.  
vs.  
NEWKENT HOMES, INC.  
and  
THOMAS ADAM SCHAUBER and  
MARGARET L. SCHAUBER

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 7258

ORDERED, this 13th day of January, 1983, that  
the sale of the real property, made and reported in this cause by  
Ernest S. Cookerly, Substitute Trustee, be ratified and confirmed,  
on or after the 14th day of February, 1983, unless  
cause to the contrary thereof be previously shown; provided a copy of this order be inserted  
in some newspaper published in Queen Anne's County, Maryland, once in each of three suc-  
cessive weeks before the 7th day of February, 1983.

The report states the amount of sales to be \$ 71,300.00.

Margaret H. Mackin Clerk

Filed January 13, 1983

ERNEST S. COOKERLY  
Substitute Trustee

VS.

NEWKENT HOMES, INC.

AND

THOMAS ADAM SCHAUBER and  
MARGARET L. SCHAUBER

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IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, MARYLAND

EQUITY NO. \_\_\_\_\_

\*\*\*\*\*

PURCHASER'S AFFIDAVIT

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

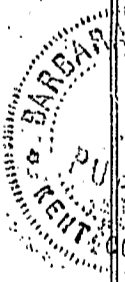
I HEREBY CERTIFY, that on this 8th day of January, 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared E. Hugh Galbreath and Brenda E. Galbreath, purchasers of the Thomas A. Schauber and Margaret L. Schauber property on River Road, Second Election District of Queen Anne's County, Maryland, from the Substitute Trustee in this cause and made oath in due form of law:

1. That E. Hugh Galbreath and Brenda E. Galbreath are the purchasers and are not agents for anyone.
2. That no others are interested as principals.
3. That E. Hugh Galbreath and Brenda E. Galbreath have not directly or indirectly discouraged anyone from bidding for said property.

AS WITNESS my hand and Notarial Seal.

E. Hugh Galbreath  
E. Hugh Galbreath

Brenda E. Galbreath  
Brenda E. Galbreath



Barbara L. Rippen  
Notary Public

My commission expires:

January 1, 1986

RECEIVED  
CLERK, CIRCUIT COURT  
1983 JAN 27 AM 10:57  
QUEEN ANNE'S COUNTY

ESC/nlj/1/12/83/1&1/

ERNEST S. COOKERLY  
Substitute Trustee

VS.

NEWKENT HOMES, INC.

AND

THOMAS ADAM SCHAUBER and  
MARGARET L. SCHAUBER

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IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, MARYLAND

EQUITY NO. \_\_\_\_\_

\*\*\*\*\*

PURCHASER'S AFFIDAVIT

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

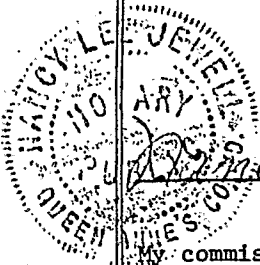
I HEREBY CERTIFY, that on this 8th day of January, 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Harry J. Bramble and Barbara J. Bramble, purchasers of the Newkent Homes, Inc. property in Chester Harbor, Lots Nos. 99 and 100, Second Election District of Queen Anne's County, Maryland, from the Substitute Trustee in this cause and made oath in due form of law:

1. That Harry J. Bramble and Barbara J. Bramble are the purchasers and are not agents for anyone.
2. That no others are interested as principals.
3. That Harry J. Bramble and Barbara J. Bramble have not directly or indirectly discouraged anyone from bidding for said property.

AS WITNESS my hand and Notarial Seal.

Harry J. Bramble  
Harry J. Bramble

Barbara J. Bramble  
Barbara J. Bramble



Ernest S. Cookerly  
Notary Public

My commission expires:  
July 1, 1986

RECEIVED  
CLERK, CIRCUIT COURT  
1983 JAN 27 AM 10: 57  
QUEEN ANNE'S COUNTY

OFFICES OF  
ERNEST S. COOKERLY  
CHESTERTOWN, MD. 21220  
TELEPHONE 778-2112

ERNEST S. COOKERLY  
Substitute Trustee

VS.

NEWKENT HOMES, INC.

AND

THOMAS ADAM SCHAUBER and  
MARGARET L. SCHAUBER

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IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, MARYLAND

EQUITY NO. \_\_\_\_\_

\*\*\*\*\*

PURCHASER'S AFFIDAVIT

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

I HEREBY CERTIFY, that on this 8th day of January, 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Charles Schelts, President of Church Hill Lumber Company, purchaser of the Newkent Homes, Inc. property in Chester Harbor, Lots Nos. 101 and 102, Second Election District of Queen Anne's County, Maryland, from the Substitute Trustee in this cause and made oath in due form of law:

1. That Church Hill Lumber Company is the purchaser and is not an agent for anyone.
2. That no others are interested as principals.
3. That Church Hill Lumber Company has not directly or indirectly discouraged anyone from bidding for said property.

AS WITNESS my hand and Notarial Seal.

CHURCH HILL LUMBER COMPANY

BY: Charles Schelts (SEAL)  
Charles Schelts, President



Nancy Lee Jewell  
Notary Public

My commission expires:

July 1, 1986

RECEIVED  
CLERK, CIRCUIT COURT  
1983 JAN 27 AM 10:57  
QUEEN ANNE'S COUNTY



ESC/nlj/1/12/83/1&1/

ERNEST S. COOKERLY  
Substitute Trustee

\*

IN THE CIRCUIT COURT FOR

\*

VS.

\*

QUEEN ANNE'S COUNTY, MARYLAND

NEWKENT HOMES, INC.

\*

AND

\*

EQUITY NO. \_\_\_\_\_

THOMAS ADAM SCHAUBER and  
MARGARET L. SCHAUBER

\*

\* \* \* \* \*

PURCHASER'S AFFIDAVIT

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

I HEREBY CERTIFY, that on this 8th day of January, 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Joseph R. Smith, purchaser of the Newkent Homes, Inc. property in Chester Harbor, Lots Nos. 444 and 445, Second Election District of Queen Anne's County, Maryland, from the Substitute Trustee in this cause and made oath in due form of law:

1. That Joseph R. Smith is the purchaser and is not an agent for anyone.
2. That no others are interested as principals.
3. That Joseph R. Smith has not directly or indirectly discouraged anyone from bidding for said property.

AS WITNESS my hand and Notarial Seal.

*Joseph R. Smith*  
\_\_\_\_\_  
Joseph R. Smith



*Nancy Lee Jewell*  
\_\_\_\_\_  
Notary Public

My commission expires:

*July 1, 1986*

RECEIVED  
CLERK, CIRCUIT COURT  
1983 JAN 27 AM 10:57  
QUEEN ANNE'S COUNTY

OFFICES OF  
ERNEST S. COOKERLY  
CHESTERTOWN, MD, 21620  
TELEPHONE 770-2112

ERNEST S. COOKERLY  
Substitute Trustee

VS.

NEWKENT HOMES, INC.

AND

THOMAS ADAM SCHAUBER and  
MARGARET L. SCHAUBER

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IN THE CIRCUIT COURT FOR  
  
QUEEN ANNE'S COUNTY, MARYLAND  
  
EQUITY NO. \_\_\_\_\_

\* \* \* \* \*

PURCHASER'S AFFIDAVIT

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

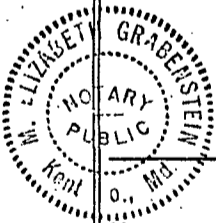
I HEREBY CERTIFY, that on this 8th day of January, 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared C. Robert Pardoe and Mary Lee Pardoe, purchasers of the Newkent Homes, Inc. property in Pine Cove, Lot No. 16, Seventh Election District of Queen Anne's County, Maryland, from the Substitute Trustee in this cause and made oath in due form of law:

1. That C. Robert Pardoe and Mary Lee Pardoe are the purchasers and are not agents for anyone.
2. That no others are interested as principals.
3. That C. Robert Pardoe and Mary Lee Pardoe have not directly or indirectly discouraged anyone from bidding for said property.

AS WITNESS my hand and Notarial Seal.

C. Robert Pardoe  
C. Robert Pardoe

Mary Lee Pardoe  
Mary Lee Pardoe



M. Elizabeth Graberstein  
Notary Public

My commission expires:  
MY COMMISSION EXPIRES JULY 1, 1986

RECEIVED  
CLERK, CIRCUIT COURT  
1983 JAN 27 AM 10:57  
QUEEN ANNE'S COUNTY

ESC/nlj/1/12/83/1&1/

ERNEST S. COOKERLY	*	IN THE CIRCUIT COURT FOR
Substitute Trustee	*	
VS.	*	QUEEN ANNE'S COUNTY, MARYLAND
NEWKENT HOMES, INC.	*	
AND	*	EQUITY NO. _____
THOMAS ADAM SCHAUBER and	*	
MARGARET L. SCHAUBER	*	

\*\*\*\*\*

MEMORANDUM OF SALE

I, NORMAN DIXON, certify that I was the auctioneer at the foreclosure sale in the matter of Ernest S. Cookerly, Substitute Trustee, vs. Newkent Homes, Inc., Thomas Adam Schauber and Margaret L. Schauber, his wife, and that the properties were sold on January 8, 1983, as follows:

Parcel No. 1 being a lot 100 x 220 on River Road in the Sarah E. Skipper Subdivision, was sold to E. Hugh Galbreath and Brenda E. Galbreath for \$52,000.00.

Parcel No. 2 being Lots Nos. 444 and 445, Chester Harbor, was sold to Joseph R. Smith for \$4,500.00.

Parcel No. 3 being Lots Nos. 101 and 102, Chester Harbor, was sold to Church Hill Lumber Company for \$4,200.00.

Parcel No. 4 being Lots Nos. 99 and 100, Chester Harbor, was sold to Harry J. Bramble and Barbara J. Bramble for \$4,100.00.

Parcel No. 5 being Lot No. 16, Pine Cove, was sold to C. Robert Pardoe and Mary Lee Pardoe for \$6,500.00.

Total sales amounted to \$71,300.00.

AS WITNESS my hand and seal this 13 day of January, 1983.

Witness:

RECEIVED  
 CLERK, CIRCUIT COURT  
 1983 JAN 27 AM 10:00  
 Norman Dixon  
 Auctioneer  
 QUEEN ANNE'S COUNTY  
 (SEAL)

OFFICES OF  
ERNEST S. COOKERLY  
CHESTERTOWN, MD. 21620  
TELEPHONE 770-2110

ERNEST S. COOKERLY  
Substitute Trustee

VS.

NEWKENT HOMES, INC.

AND

THOMAS ADAM SCHAUBER and  
MARGARET L. SCHAUBER

\*  
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\*  
\*

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, MARYLAND

EQUITY NO. \_\_\_\_\_

\*\*\*\*\*

PETITION FOR AUCTIONEER FEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

This Petition for Auctioneer Fee by Ernest S. Cookerly, Substitute Trustee, respectfully shows:

1. That the subject matter of the within foreclosure proceedings consisted of five separate parcels of land.
2. That the real estate was located in the Second and Seventh Election Districts of Queen Anne's County, Maryland.
3. That the auctioneer, Norman Dixon, traveled to Kings Town, Maryland, on a Saturday morning for the purpose of conducting the sale.
4. That the real estate sold for Seventy-one thousand three hundred (\$71,300.00) Dollars and the minimum fee allowed under Local Rule 1300 would amount to One hundred seventy-eight dollars and twenty-five (\$178.25) cents. That your Petitioner and auctioneer feel that the minimum fee allowed under Local Rule 1300 is inadequate.
5. That the auctioneer was required to sell five separate properties ergo, there were five separate sales.
6. That the auctioneer and your Petitioner are of the opinion that Two hundred and fifty (\$250.00) dollars would be a fair compensation for the services rendered.
7. That your Petitioner hereby requests that this Honorable Court pass an Order authorizing your Petitioner to pay the sum of Two hundred and fifty (\$250.00) dollars to Norman Dixon for his services.


AND, as in duty bound, etc.

OFFICES OF  
ERNEST S. COOKERLY  
CHESTERTOWN, MD. 21619  
TELEPHONE 978-2112

RECEIVED  
CLERK, CIRCUIT COURT

1983 JAN 31 AM 10:14

QUEEN ANNE'S COUNTY

  
Ernest S. Cookerly

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

I HEREBY CERTIFY, that on this 28th day of January, 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ernest S. Cookerly, Substitute Trustee, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Nancy Lee Jewell  
Notary Public



My commission expires:

July 1, 1986.

ORDER OF COURT

ORDERED by the Circuit Court for Queen Anne's County, Maryland, in Equity, this 2nd day of February, 1983, that the fee for the auctioneer, Norman Dixon, in the amount of Two hundred and fifty (\$250.00) dollars is hereby approved as a proper expense for the sale of the real estate, subject to the usual exceptions.

RECEIVED  
CLERK, CIRCUIT COURT  
1983 FEB -3 AM 9:42  
QUEEN ANNE'S COUNTY

Caplan Cohen  
JUDGE

Centreville, Md. 2/2 19 83

**We Hereby Certify**

That the annexed advertisement of Order Nisi Cause No. 7258 was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 7th day of Feb. 19 83.  
 And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 19th day of Jan. 19 83, and the last insertion on the 2nd day of Feb. 19 83.

Publishers, Record Observer

Per *Marguerite W. Mankin*

RECEIVED  
 CLERK, CIRCUIT COURT

1983 FEB -9 AM 9:38

QUEEN ANNE'S COUNTY

ORDER NISI  
 ON SALE  
 ERNEST S. COOKERLY  
 Sub. Tr.

vs.  
 NEWKENT HOMES, INC.

and  
 THOMAS ADAM  
 SCHAUBER

and  
 MARGARET L.  
 SCHAUBER

In the Circuit Court  
 for

Queen Anne's County  
 in Equity

Cause No. 7258

ORDERED, this 13th day of January, 1983, that the sale of the real property, made and reported in this cause by Ernest S. Cookerly, Substitute Trustee, be ratified and confirmed; on or after the 14th day of February, 1983, 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 February, 1983.

The report states the amount of sales to be \$71,300.00.

Marguerite W. Mankin  
 Clerk

True Copy, Test:  
 Marguerite W. Mankin  
 Clerk

By: Betty M. Comegys  
 Deputy Clerk

Filed January 13, 1983

RO-1-19-31-018

ESC/nlj/2/4/83/1&1/

ERNEST S. COOKERLY,  
Substitute Trustee

VS.

NEWKENT HOMES, INC.

AND

THOMAS ADAM SCHAUBER and  
MARGARET L. SCHAUBER

\*  
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IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, MARYLAND

EQUITY NO. 7258

\* \* \* \* \*

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, in Equity,  
this 16th day of February, 1983, that the sale of the real estate  
made and reported in this cause by Ernest S. Cookerly, Substitute Trustee,  
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.  
Cokerly, Substitute Trustee, is allowed the usual commissions and proper  
expenses, not personal, as he shall produce vouchers to the auditor.

RECEIVED  
CLERK, CIRCUIT COURT  
1983 FEB 17 AM 11:14  
QUEEN ANNE'S COUNTY

Caylor Carter  
JUDGE

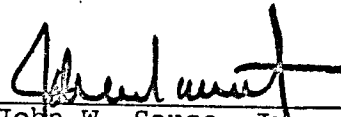
OFFICES OF  
ERNEST S. COOKERLY  
CHESTERTOWN, MD. 21620  
TELEPHONE 770-8118

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ERNEST S. COOKERLY	:	
	:	
Substitute Trustee	:	
	:	
v.	:	Chancery #7258
NEWKENT HOMES, INC.	:	
THOMAS ADAM SCHAUER	:	
MARGARET L. SCHAUER	:	
	:	
:	:	:

REQUEST FOR ADDITIONAL COMPENSATION

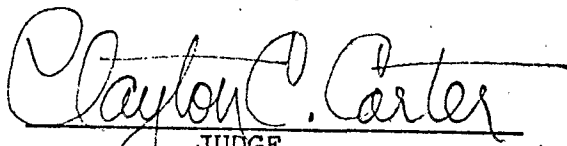
The above-entitled cause having been referred to the Auditor in accordance with Maryland Rule W75 e, the Auditor respectfully requests the allowance of extra compensation for the services performed by him for the reasons that he has been required, in addition to his customary and usual duties, to verify and apportion rent and real property taxes for 5 separate properties.

  
 \_\_\_\_\_  
 John W. Sause, Jr.  
 Auditor

ORDER

The foregoing Application having been read and considered, and it appearing that the Auditor has performed duties other than the customary and usual duties performed in an audit, it is this 28th day of March, 1983, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of \$90.00, together with out of pocket traveling and other expenses allowed by Second Circuit Rule 12 b, such fee and expenses to be paid from funds of the estate, subject to the right of any interested person to file exceptions to this allowance in the manner provided by Maryland Rule 595 g.

  
 \_\_\_\_\_  
 JUDGE

RECEIVED  
 CLERK, CIRCUIT COURT  
 1983 MAR 28 PM 2:37  
 QUEEN ANNE'S COUNTY



IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ERNEST S. COOKERLY

Substitute Trustee

v.

NEWKENT HOMES, INC.  
THOMAS ADAM SCHAUBER  
MARGARET L. SCHAUBER

Chancery #7258

AUDITOR'S REPORT

PROCEEDS OF FORECLOSURE SALE

1-Sale Price	\$ 52,000.00	
Interest on \$ 45,000.00 at 12%		
from 01/08/83 to 02/22/83		
000 days @ \$00.000 per day	665.75	
Real property taxes \$ 513.65		
from 01/08 to 06/30/83		
173 days at \$01.398 + interest	<u>245.16</u>	\$ 52,910.91
2-Sale Price	\$ 4,500.00	
Interest on \$ 3,500.00 at 12%		
from 01/08/83 to 02/25/83		
48 days @ \$ 1.151 per day	55.23	
Real property taxes \$ 51.99		
from 01/08 to 06/30/83		
173 days at \$ 0.141 + interest	<u>24.73</u>	4,579.96
3-Sale Price	\$ 4,200.00	
Real property taxes \$ 52.19		
from 01/08 to 06/30/83		
173 days at \$ .133 + interest	<u>26.64</u>	4,226.64
4-Sale Price	\$ 4,100.00	
Interest on \$ 3,100.00 at 12%		
from 01/08/83 to 03/14/83		
65 days @ \$ 1.019 per day	66.25	
Real property taxes \$ 51.97		
from 01/08 to 06/30/83		
173 days at \$ .132 + interest	<u>26.46</u>	4,192.71
5-Sale Price	\$ 6,500.00	
Interest on \$ 5,500.00 at 12%		
from 01/08/83 to 02/25/83		
48 days @ \$ 1.808 per day	86.78	
Real property taxes \$ 48.43		
from 01/08 to 06/30/83		
173 days at \$ .132 + interest	<u>23.15</u>	<u>6,609.93</u>
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION		\$ 72,520.15

RECEIVED  
CLERK, CIRCUIT COURT  
1983 MAR 28 PM 4:10  
QUEEN ANNE'S COUNTY

COMMISSIONS, payable to Fiduciary	\$ 3,715.00	
<b>EXPENSES OF SALE</b>		
Court costs	\$ 206.50	
Advertising		
Notice(s) of sale		
Kent County News	295.80	
Record-Observer	381.15	
Report of sale	57.75	
Bond premium	300.00	
Auctioneer's fee (per Order)	250.00 **	
Real property taxes paid	718.23	
Certified mail	<u>5.16</u>	2,214.59
<b>AUDITOR'S FEE AND COSTS</b>		
Fee for audit, per order	\$ 90.00 **	
Postage & xerox	<u>1.81</u>	<u>91.81</u>
		<u>6,021.40</u>
<b>NET AMOUNT AVAILABLE FOR DISTRIBUTION</b>		<b>\$ 66,498.75</b>
		=====
<b>INDEBTEDNESS DUE UNDER DEED OF TRUST</b>		
Principal, per Statement of Debt	\$ 74,320.15	
Interest to 11/18/82, per Statement	<u>45,381.90*</u>	
<b>TOTAL DUE UNDER DEED OF TRUST</b>		<b>\$ 119,702.05</b>
<b>TO BE DISTRIBUTED TO Chestertown Bank of Maryland</b>		<u>66,498.75</u>
<b>DEFICIT</b>		<b>\$ 53,203.30</b>

\* The Substitute Trustee indicated that it was not necessary to compute or allow interest after 11/18/82

\*\* Passed by Court, subject to exception

NOTICE

The attached Account was filed on the <sup>28<sup>th</sup></sup> day of March, 1983. 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 #7258. 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.

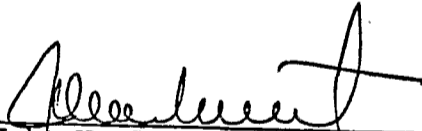
I further certify that on the <sup>28<sup>th</sup></sup> day of March, 1983, copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 595 g and Second Circuit Rule 12 d were mailed to the following:

Ernest S. Cookerly  
Substitute Trustee  
Court Street  
Chestertown, Maryland 21620

Newkent Homes, Inc.  
c/o Thomas Adam Schaubert  
R.D. #4, Box 173A  
Chestertown, Maryland 21620

Thomas Adam Schaubert  
R.D. #4, Box 173A  
Chestertown, Maryland 21620

Margaret L. Schaubert  
R.D. #4, Box 173A  
Chestertown, Maryland 21620

  
\_\_\_\_\_  
John W. Sause, Jr.  
Auditor

ERNEST S. COOKERLY, Sub. Tr.

vs.

NEWKENT HOMES, INC., et al.

\*  
\*  
\*  
\*  
\*  
\*

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
IN EQUITY  
No. 7258

NISI RATIFICATION OF AUDIT

ORDERED this 28th day of March, 19 83,  
that the report and account filed in these proceedings by \_\_\_\_\_  
John W. Sause, Jr., Auditor, be ratified on or after the  
13th day of April, 19 83, 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. Franklin Clerk

Filed March 28, 1983

ERNEST S. COOKERLY, Sub. Tr.

vs.

NEWKENT HOMES, INC., et al.

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7258  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 13th day of April, 1983,  
by the Court that the account of the Auditor is finally ratified and  
confirmed, and Ernest S. Cookerly, 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. Mankin Clerk

Filed April 13, 1983

15 Oct 1982

HARRY S. GROTON, JR.

AND

DONALD M. TANNENBAUM  
SUBSTITUTE TRUSTEES  
Steinberg, Schlachman, Potler,  
Belsky & Weiner, P.A.  
131 East Redwood Street  
Baltimore, Maryland 21202

Plaintiffs

VS.

SEWELL T. PFEIFER  
104 Lincoln Avenue  
Glen Burnie, Maryland 21061

AND

PAULINE J. PFEIFER  
104 Lincoln Avenue  
Glen Burnie, Maryland 21061

Defendants

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity Docket No.: 7235  
Folio:  
Case No.:

ORDER TO DOCKET FORECLOSURE  
OF DEED OF TRUST


Mr. Clerk:

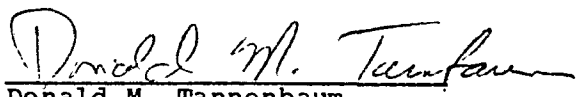
Please docket the above-entitled action in foreclosure and file the following documents:

1. A certified copy of the Deed of Trust from Sewell T. Pfeifer and Pauline J. Pfeifer, Grantors, to Michael S. Menzines and William E. Wolcott, Trustees, recorded among the Land Records of Queen Anne's County, Maryland, at Liber 149, Page 669, attached hereto as EXHIBIT A;
2. May 11, 1979 Note from Sewell T. Pfeifer and Pauline J. Pfeifer to Maryland National Bank, attached hereto as EXHIBIT B;
3. Deed of Removal and Appointment of Substitute Trustees, Appointing Harry S. Groton, Jr. and Donald M. Tannenbaum as Trustees, which has been filed in the land records of Queen Anne's County, attached hereto as EXHIBIT C;
4. Statement of Debt attached hereto as EXHIBIT D; and

RECEIVED  
CLERK, CIRCUIT COURT  
1982 OCT 21 PM 2:01  
QUEEN ANNE'S COUNTY

5. Non-Military Service Affidavit, attached hereto as EXHIBIT E.

  
\_\_\_\_\_  
Harry S. Groton, Jr.

  
\_\_\_\_\_  
Donald M. Tannenbaum  
Steinberg, Schlachman, Potler,  
Belsky & Weiner, P.A.  
131 East Redwood Street  
Baltimore, Maryland 21202  
301-685-2022

DOCUMENT NO. 97,864

DEED OF TRUST

THIS DEED OF TRUST is made this 11th day of May 1979 among the Grantor, SEWELL THEODORE PFEIFER and PAULINE JUNE PFEIFER, his wife--- (herein "Borrower"), MICHAEL S. MENZIES and WILLIAM E. WOLCOTT (herein "Trustee"), and the Beneficiary, MARYLAND NATIONAL BANK, a National Banking Association, whose address is 10 Light Street, Baltimore, Maryland 21202 (herein "Lender").

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

ALL that tract or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, and being more particularly described in a survey entitled "Description of 3.990 acres of Land, more or less, BEING Lot No. 3 of Lucky Shoe Ranchettes 6th District, Queen Anne's County, Maryland," dated March 4, 1976 by J. R. McCrone, Jr., Inc., registered professional engineers and land surveyors, as follows, to wit:

BEGINNING for the same at an iron pipe set at the intersection of the division between Lot No. 2 and Lot No. 3 of "Lucky Shoe Ranchettes", and the northwestern right of way line of Roe-Ingleside Road. Said beginning point further being located, the two (2) following courses and distances from the division line between the lands of Charles Tribbitt (see C.W.C. No. 73, Folio 157) and Lot No. 1, with the aforesaid right of way line, North 26 degrees 31 minutes 10 seconds East 353.74 feet to a point and North 22 degrees 59 minutes 31 seconds East 515.00 feet to the place of beginning;

THENCE, leaving the said beginning point so fixed and the aforesaid right of way line and binding on the division line between Lot No. 2 and Lot No. 3 of "Lucky Shoe Ranchettes", North 67 degrees 00 minutes 29 seconds West 620.00 feet to an iron pipe set at the intersection of the division line between Lot No. 2 of "Lucky Shoe Ranchettes", and other lands of Dennis R. Conner and William D. Perryman (see C.W.C. No. 74, Folio 714) and the herein described lands;

THENCE, leaving Lot no. 2 and binding on the division line between the Conner and Perryman lands and the herein described lands, North 22 degrees 59 minutes 31 seconds East 280.00 feet to an iron pipe set at the intersection of the division line between the Conner and Perryman lands, Lot No. 4 of "Lucky Shoe Ranchettes" and the herein described lands;

THENCE, with the division line between Lot No. 4 of "Lucky Shoe Ranchettes" and the herein described lands, South 67 degrees 00 minutes 29 seconds East 620.00 feet to an iron pipe set in the aforementioned northwesternmost right of way line of Roe-Ingleside Road;

THENCE, with said right of way, South 22 degrees 59 minutes 31 Seconds West 280.00 feet to the place of beginning, CONTAINING in all 3.990 acres of land, more or less. BEING the same land conveyed from DENNIS R. CONNER and WILLIAM D. PERRYMAN unto Sewell Theodore Pfeifer and Pauline June Pfeifer by deed dated December 15, 1976 recorded in Liber C.W.C. No. 112, Folio 621. which has the address of... Route 1... Box 97 D... Centreville, Maryland 21617

DESCRIPTION CONTINUED ON ATTACHED RIDER (herein "Property Address"); (State and Zip Code)

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

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated May 11, 1979 (herein "Note"), in the principal sum of THIRTY-SIX THOUSAND and 00/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2009; 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 seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

National Bank



SUBJECT, NEVERTHELESS, to the restrictions set forth in Declaration of Restrictions recorded among the Land Records for Queen Anne's County in Liber C.W.C. No. 99, Folio 314, and a deed from Denis R. Conner and William D. Perryman to Richard Ralph Geddes and Carole Susan Geddes, his wife, dated October 30, 1975 and recorded among said Land Records in Liber C.W.C. No. 100, Folio 5.

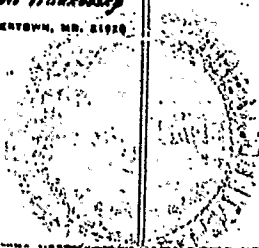
REC'D  
CLERK OF COURTS

1979 MAY 14 PM 1:58

QUEEN ANNE'S COUNTY

MAY 14-79 \* 28220 \*\*\*\*138.00  
MAY 14-79 A #28220 \*\*\*\*115.00  
MAY 14-79 A #28219 \*\*\*\*20.00

*Doris Wadsworth*  
CHESTERTOWN, MD. 21620



**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 obtain 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 . . . . % 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.

*Briefly*

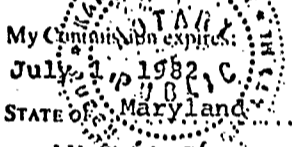
*Sewell Theodore Pfeifer* (Seal)  
Sewell Theodore Pfeifer ..... Borrower

*Pauline June Pfeifer* (Seal)  
Pauline June Pfeifer ..... Borrower

STATE OF MARYLAND, Kent ..... County ss:

I Hereby Certify, That on this 11th day of May 1979 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Kent personally appeared SEWELL THEODORE PFEIFER and PAULINE JUNE PFEIFER 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.



*Kaelys J. Smith*  
Notary Public

STATE OF Maryland, Kent ..... County ss:

I Hereby Certify, That on this 11th day of May 1979 before me, the subscriber, a Notary Public of the State of Maryland and for the County of Kent personally appeared Jesse G. Cunningham

..... the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the amount of the loan secured by the foregoing Deed of Trust was disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

As Witness: my hand and notarial seal.



*Kaelys J. Smith*  
Notary Public

Space Below This Line Reserved For Lender and Recorder

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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MWM 149, folio 669, 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 9th day of September 1982.

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

NOTE

US\$ 36,000.00

Chestertown, Maryland  
City

May 11, 1979

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay **maryland national bank Chestertown, Maryland** or order, the principal sum of **THIRTY-SIX THOUSAND and 00/100** Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of **TEN AND ONE-HALF (10 1/2%)** percent per annum. Principal and interest shall be payable at **Maryland National Bank, Chestertown, Maryland** or such other place as the Note holder may designate, in consecutive monthly installments of **THREE HUNDRED TWENTY-NINE and 31/100** Dollars (US\$ **329.31**), on the **first** day of each month beginning **July 1, 1979**, 19.... 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, 2009**.

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

Borrower shall pay to the Note holder a late charge of **five** percent of any monthly installment not received by the Note holder within **fifteen** 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 11, 1979**, and reference is made to the Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Note.

*Sewell Theodore Pfeifer*  
*Sewell T. Pfeifer* (Seal)  
Sewell Theodore Pfeifer

Route 1 Box 97 D  
.....  
Centreville, Maryland 21617  
.....  
Property Address

Pauline June Pfeifer (Seal)  
*Pauline June Pfeifer* (Seal)  
(Execute Original Only)

HARRY S. GROTON, JR.	*	IN THE
AND	*	
DONALD M. TANNENBAUM	*	CIRCUIT COURT
SUBSTITUTE TRUSTEES	*	FOR
Plaintiffs	*	QUEEN ANNE'S COUNTY
VS.	*	
SEWELL T. PFEIFER	*	Equity Docket No.: 7235
AND	*	Folio:
PAULINE J. PFEIFER	*	Case No.:
Defendants	*	

\*\*\*\*\*

STATEMENT OF DEBT

Statement of Debt of Maryland National Bank, Beneficiary under the Deed of Trust dated May 11, 1981 from Sewell T. Pfeifer and Pauline Pfeifer which is recorded among the Land Records of Queen Anne's County at Liber 149, Page 669.

Amount of principal and interest due as of March 12, 1982	\$36,147.88
Interest from March 13, 1982 to June 21, 1982 at 10.5% per annum	1,053.66
Interest from June 22, 1982 to October 4, 1982 at 10.5% per annum	1,043.33
Reasonable attorney fees incurred in accordance with the Note and Deed of Trust	2,201.00
Real Estate Appraisal Fee	135.00
State and County Taxes	466.42
Total amount due as of October 4, 1982	<u>\$41,047.29</u>

Plus daily accrual of interest in accordance with the terms of the instruments commencing October 4, 1982 on the unpaid principal principal is \$10.33 plus other costs, expenses and taxes paid or incurred in connection with this proceeding.

Maryland National Bank

By: Kelly C. Irwin  
Mortgage Loan Officer

RECEIVED  
CLERK, CIRCUIT COURT  
1982 OCT 21 PM 2:01  
QUEEN ANNE'S COUNTY

EXHIBIT D

STATE OF MARYLAND

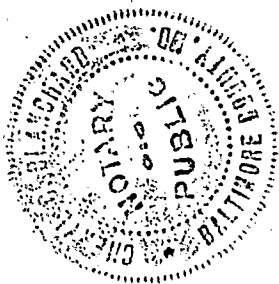
COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on this 30<sup>th</sup> day of September, 1982, before me, a Notary Public of the State of Maryland, in and for Baltimore County County personally appeared Kelly C. Irwin, Mortgage Loan Officer of the Plaintiff in the above entitled cause and made oath that the foregoing is a true statement of the amount of the debt due under the Deed of Trust filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/86

Cheryl C. Blanchard  
Notary Public



HARRY S. GROTON, JR. AND  
DONALD M. TANNENBAUM, substitute  
trustees

Plaintiffs

VS.

SEWELL T. PFEIFER  
AND  
PAULINE J. PFEIFER

Defendants

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* Equity Docket No.:  
\* Folio:  
\* Case No.: 1235

\*\*\*\*\*

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND,  
COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a  
Notary Public of the State of Maryland, in and for Baltimore  
County, personally appeared Kelly C. Irwin, Mortgage Loan Officer,  
Maryland National Bank 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 and as it appears from the  
records of Maryland National Bank, that:

- (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.

*Kelly C. Irwin*  
Affiant

Subscribed and sworn to before me  
this 30<sup>th</sup> day of September 1982  
*Charles C. Blanchard*  
Notary Public

My Commission Expires: 7/1/86



RECEIVED  
CLERK, CIRCUIT COURT  
1982 OCT 21 PM 2:01  
QUEEN ANNE'S COUNTY

EXHIBIT E



DOCUMENT NO. 110,327

DEED OF REMOVAL AND APPOINTMENT  
OF SUBSTITUTE TRUSTEES

WHEREAS, on May 11, 1979 Sewell T. Pfeifer and Pauline J. Pfeifer executed, acknowledged and delivered a Deed of Trust to Michael S. Menzies and William E. Wolcott, as Trustees, recorded among the Land Records of Queen Anne's County, Maryland, in Liber 149, Page 669, to secure prompt payment of a certain Note of even date, the owner of the indebtedness being Maryland National Bank.

WHEREAS, said Deed of Trust states in part that:

23. SUBSTITUTE TRUSTEE. Lender [Maryland National Bank] 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.

NOW THEREFORE, pursuant to the authority contained in said Deed of Trust, this instrument witnesseth that the holder of the indebtedness, Maryland National Bank, hereby removes Michael S. Menzies and William E. Wolcott as Trustees and substitutes and appoints Harry S. Groton, Jr. and Donald M. Tannenbaum as Substitute Trustees with the same rights, powers, discretions and obligations to act as Substitute Trustees in any manner permitted by said Deed of Trust.

WITNESS my hand and seal this 30<sup>th</sup> day of September 1982.

MARYLAND NATIONAL BANK

By: [Signature]  
Kelly C. Irwin



LIBER

15 PAGE 703

LIBER

189 PAGE 697

EXHIBIT C

STATE OF MARYLAND

COUNTY OF BALTIMORE

I HEREBY CERTIFY, that on this 30<sup>th</sup> day of September, 1982, before me, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared Kelly C. Irwin, who acknowledged himself to be the Mortgage Loan Officer of Maryland National Bank, a national banking association, and that he, as such being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the of the national banking association by himself as Mortgage Loan Officer.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 7/1/86

Cheryl C. Blanchard  
Notary Public

RECEIVED  
CLERK, CIRCUIT COURT  
1982 OCT 21 PM 1:55  
QUEEN ANNE'S COUNTY



OCT 21-82 \* 2 572 \*\*\*\*\*13.00  
OCT 21-82 A 2 572 \*\*\*\*\*13.00

HARRY S. GROTON, JR. AND \*  
DONALD M. TANNENBAUM, SUBSTITUTE \*  
TRUSTEES

Plaintiffs

VS.

SEWELL T. PFEIFER \*  
AND \*  
PAULINE J. PFEIFER \*

Defendants

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity Docket No.: 7235

Folio:

Case No.:

\*\*\*\*\*OCT 21-82 \* 2 573 \*\*\*\*\*60.00

PETITION TO WITHDRAW ORIGINAL INSTRUMENT

OCT 21-82 A 92 573 \*\*\*\*\*60.00


This Petition to Withdraw Original Instrument is filed by the Plaintiffs for leave to withdraw the original Note which has been filed herein as Exhibit B.

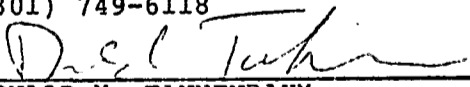
1. The undersigned substitute trustees have filed this action of foreclosure.

2. Included among the supporting documentation as Exhibit B is the original promissory Note dated May 11, 1979 executed by the Defendants.

3. The substitute trustees wish to withdraw the original Note and to substitute a photocopy in lieu thereof.

WHEREFORE, the Plaintiffs request this Court to grant leave to withdraw the original instrument filed herein and labeled Exhibit B.

  
HARRY S. GROTON  
106 W. Circle Ave., Suite 210  
Salisbury, Maryland 21801  
(301) 749-6118

  
DONALD M. TANNENBAUM  
131 E. Redwood St. 4th floor  
Baltimore, Maryland 21202  
(301) 685-2022

SUBSTITUTE TRUSTEES

RECEIVED  
CLERK, CIRCUIT COURT  
1982 OCT 21 PM 2:03  
QUEEN ANNE'S COUNTY

HARRY S. GROTON, JR. AND  
DONALD M. TANNENBAUM, SUBSTITUTE  
TRUSTEES

Plaintiffs

VS.

SEWELL T. PFEIFER  
AND  
PAULINE J. PFEIFER

Defendants

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity Docket No.: 7235

Folio:

Case No.:

\*\*\*\*\*

ORDER

Upon consideration of the foregoing Petition to Withdraw  
Original Instrument, it is this 26<sup>th</sup> day of October, 1982,

ORDERED, by the Circuit Court for Queen Anne's County,  
that leave of Court is granted as prayed.

**FILED**  
OCT 27 1982  
CIRCUIT COURT  
QUEEN ANNE'S CO.

*Clayton C. Carls*  
JUDGE

HARRY S. GROTON, JR.  
AND  
DONALD M. TANNENBAUM  
Substitute Trustees

Plaintiffs

VS.

SEWELL T. PFEIFER  
AND  
PAULINE J. PFEIFER

Defendants

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* Case No.: 7235  
\*

\*\*\*\*\*

AFFIDAVIT UNDER MARYLAND RULE W74 (a) 2 (c)

STATE OF MARYLAND )  
COUNTY OF *Carroll* )

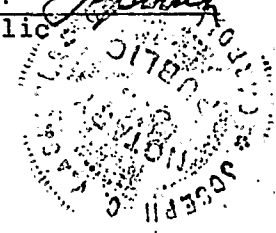
TO WIT:

I HEREBY CERTIFY, that on this *9<sup>th</sup>* day of November, 1982, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Donald M. Tannenbaum, Substitute Trustee in the above-entitled case, who by virtue of the Deed of Trust and the Deed of Removal and Apointment of Substitute Trustees filed in these proceedings was empowered to sell the Deed of Trust property in the proceedings in such case, and made oath in due form of law that on November 4, 1982, he caused to be mailed by registered mail to the known address(es) of the mortgagors and to the holder of a recorded subordinate mortgage a notice of the time, place and terms of sale of the Deed of Trust property by letter dated November 4, 1982, copies of which letters are attached hereto.

As witness my hand and Notarial Seal.

*Donald M. Tannenbaum*  
Affiant

*Joseph C. Leach*  
Notary Public



My Commission Expires: *July 1, 1986*

RECEIVED  
CLERK, CIRCUIT COURT  
1982 NOV 12 PM 12:43  
QUEEN ANNE'S COUNTY

LIBER 15 PAGE 707

STICK POST  
CERTIFIED MAIL FE

do not want this  
article. Call  
the article. Ca  
want a return  
card. Form  
this. Otherwise  
sent to the au  
I want deliver  
price. PESTRIC  
charges for the  
015 return.  
do not want this

15 PAGE 703

November 4, 1982

CERTIFIED MAIL NO. P18 5906943  
RETURN RECEIPT REQUESTED

Sewell T. Pfeifer  
Route 1, Box 97D  
Centreville, Maryland 21617

Re: Foreclosure Sale of  
Route 1, Box 97D  
Centreville, Maryland

Dear Mr. Pfeifer:

Pursuant to Maryland Rule of Procedure W74(a) 2(c) we are hereby notifying you that the foreclosure sale of the above-captioned property will take place at public auction to be held at the premises on November 23, 1982 at 1:00 o'clock P.M. and will be sold then and there to the highest bidder(s). A deposit of \$3,000.00, payable in cash or by certified or cashier's check will be required from the purchaser(s).

Enclosed is a copy of an advertisement appearing in the Queen Anne's Record Observer and The Star Democrat newspapers published in and for Queen Anne's County, Maryland, setting forth the particulars.

It is obviously in your best interests to have your property sold at the highest price. To achieve this goal, it is recommended that your property, including the interior,

-2-

be open for inspection on November 23, 1982 and that it be displayed in the best possible condition.

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

Sincerely yours,

Donald M. Tannenbaum

DMT/ml

cc: Kelly C. Irwin  
Neal S. Melnick, Esquire  
Harry S. Groton, Jr., Esquire

Enclosure

November 4, 1982

CERTIFIED MAIL NO. P18 5906940  
RETURN RECEIPT REQUESTED

Pauline J. Pfeifer  
Route 1, Box 97D  
Centreville, Maryland 21617

Re: Foreclosure Sale of  
Route 1, Box 97D  
Centreville, Maryland

Dear Mrs. Pfeifer:

Pursuant to Maryland Rule of Procedure W74(a) 2(c) we are hereby notifying you that the foreclosure sale of the above-captioned property will take place at public auction to be held at the premises on November 23, 1982 at 1:00 o'clock P.M. and will be sold then and there to the highest bidder(s). A deposit of \$3,000.00, payable in cash or by certified or cashier's check will be required from the purchaser(s).

Enclosed is a copy of an advertisement appearing in the Queen Anne's Record Observer and The Star Democrat newspapers published in and for Queen Anne's County, Maryland, setting forth the particulars.

It is obviously in your best interests to have your property sold at the highest price. To achieve this goal, it is recommended that your property, including the interior,



-2-

be open for inspection on November 23, 1982 and that it be displayed in the best possible condition.

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

Sincerely yours,

Donald M. Tannenbaum

DMT/ml

cc: Kelly C. Irwin  
Neal S. Melnick, Esquire  
Harry S. Groton, Jr., Esquire

Enclosure

LIBER

15 PAGE 712

November 4, 1982

CERTIFIED MAIL NO.: P18 5906964  
RETURN RECEIPT REQUESTED

Household Finance Corporation  
5720 Ritchie Highway  
Baltimore, Maryland 21225

Re: Sewell T. Pfeifer and  
Pauline J. Pfeifer  
Route 1, Box 97D  
Centreville, MD  
(Queen Anne's County)

Gentlemen:

This letter is to advise you that Harry S. Groton, Jr. and Donald M. Tannenbaum, Substitute Trustees, will sell the premises known as Route 1, Box 97D, Centreville, Maryland at a foreclosure sale on November 23, 1982 at 1:00 p.m., on the premises. The terms of the Trustee's Sale will be found in the enclosed copy of the sale advertisement.

This notice of sale is given to you as a subsequent lender or holder of a security interest on the realty, pursuant to laws of Maryland and Rule W74 (a) 2(c) of the Maryland Rules of Procedure.

Very truly yours,

Donald M. Tannenbaum

DMT/ml

Enclosure

bcc: Harry S. Groton, Jr.  
cc: Kelly C. Irwin

3 MAR 274 1

Bond No. MKO 13 75 10 6

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY  
STATE OF MARYLAND

*Equity # 7235*

Bond of Trustee  
To Sell Real Estate  
Under Deed of Trust

KNOW ALL MEN BY THESE PRESENTS: That we, Harry S. Groton, Jr. and Donald M. Tannenbaum, Substituted Trustees - - - - -

- - - - - as Principal,  
and the Insurance Company of North America - - - - -  
a body corporate under the laws of the State of Pennsylvania - - - - -  
as Surety, are held and firmly bound unto the State of Maryland in the full and just  
sum of Forty-Two Thousand Dollars and No Cents - - - - -  
Dollars (\$ 42,000.00 ), 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 25th day of October in the year of  
our Lord, nineteen hundred and eighty-two.

WHEREAS, the above bounden Harry S. Groton, Jr. and Donald M. Tannenbaum,  
Substituted Trustees - - - - - by virtue of the power contained in a  
Deed of Trust from Sewell T. Pfeifer and Pauline J. Pfeifer - - - - -  
to Michael S. Menzies and William E. Wolcott - - - - -  
bearing date of 11th day of May , 19 79 and recorded  
among the Land Records of Queen Anne's County - - - - -  
in Liber No. 149 Folio Page 669 and  
is about to sell the land and premises described in said Deed of Trust, default having  
been made in the payment of money as specified, and in the conditions and covenants  
therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden  
Harry S. Groton, Jr. and Donald M. Tannenbaum, Substituted Trustees - - - - -  
do and shall well and truly and faithfully perform the trust reposed in them under  
the Deed of Trust aforesaid, and shall abide by and fulfill any order or decree which  
shall be made by any Court of Equity in relation to the sale of said property, or the  
proceeds thereof, then the above obligation to be void; otherwise to be and remain in  
full force and virtue in law.

Signed, sealed and delivered  
in the presence of  
*[Signature]*

*[Signature]* (SEAL)  
Harry S. Groton, Jr., Substituted Trustee

*[Signature]*

*[Signature]* (SEAL)  
Donald M. Tannenbaum, Substituted Trustee

Witness as to Surety:

Insurance Company of North America

*[Signature]*  
Mildred E. Scharf

By: *[Signature]*  
Ray A. Blyler, Jr., Attorney-in-fact

1982 NOV 12 TH 12:43

*Bond filed and  
Surety approved*

QUEEN ANNE'S COUNTY

LIBER 15 PAGE 713

CLASSIFIED COPY OF POWER OF  
ATTORNEY ATTACHED

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from  
Liber MWM No. 3, folio 274, 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 12th  
day of November, 1982.

*Marquett W. Markin*  
Clerk of the Circuit Court for Queen Anne's  
County

HARRY S. GROTON, JR.	*	IN THE
AND		
DONALD M. TANNENBAUM	*	CIRCUIT COURT.
Substitute Trustees	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
SEWELL T. PFEIFER	*	Case No.: 7235
AND		
PAULINE J. PFEIFER	*	
Defendants	*	
* * * * *		

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Harry S. Groton, Jr. and Donald M. Tannenbaum, Trustees, appointed pursuant to the Deed of Removal and Appointment of Substitute Trustees in the above-entitled cause, to make sale of the property mentioned in the proceedings, known as Route 1, Box 97D, Centreville, Maryland, respectfully shows, that after giving bond with security for the faithful discharge of their trust, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Queen Anne's Record Observer, a local newspaper published in Queen Anne's County and The Star Democrat at least once in each week for three successive weeks, the first such publication being not less than 15 days prior to sale and the last such publication being not more than one week prior to sale, said Trustees did pursuant to said notice on Tuesday, the 23rd day of November, 1982 at 1:00 p.m. on the premises sell said property, to Gloria M. Taylor for the sum of Thirty-eight Thousand Five Hundred Dollars (38,500.00) said amount being highest amount bid therefor at that sale.

Respectfully submitted,

RECEIVED  
CLERK, CIRCUIT COURT  
1982 DEC -2 AM 10:11  
QUEEN ANNE'S COUNTY

*Harry S. Groton, Jr.*  
\_\_\_\_\_  
Harry S. Groton, Jr., Trustee

*Donald M. Tannenbaum*  
\_\_\_\_\_  
Donald M. Tannenbaum, Trustee

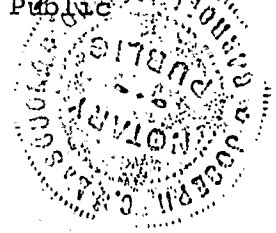
STATE OF MARYLAND  
*Carroll County*

TO WIT:

I HEREBY CERTIFY that on this *1<sup>st</sup>* day of *December*, 1982,  
before me, the subscriber, a Notary Public of the State of Mary-  
land in and for the *County of Carroll*, personally  
appeared Harry S. Groton, Jr. and Donald M. Tannenbaum, Trustees,  
and made oath in due form of law that the facts stated in the  
foregoing Report of Sale are true as therein set forth and that  
the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

*Joseph C. Spunk*  
Notary Public




My Commission Expires: *July 1, 1986*

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND  
COUNTY OF *Queen Anne's*

I HEREBY CERTIFY that on this *23<sup>rd</sup>* day of NOVEMBER ,  
1982, a Notary Public of the State of Maryland, personally  
appeared *MARGARET M. CRUZ* purchaser at the public  
auction sale in this cause, and made oath in due form of law  
that she is the purchaser and purchased same as ~~principal~~/  
agent for *GLORIA M. TAYLOR*  
and that she has not directly or indirectly discouraged anyone  
from bidding for the said property known as Route 1, Box 97D,  
Centreville, Maryland.

*Mrs Margaret M. Cruz*  
PURCHASER

  
*Mary Catherine Quimby*  
NOTARY PUBLIC  
My Commission Expires: *7/1/86*

RECEIVED  
CLERK. CIRCUIT COURT  
1982 DEC - 2 AM 10:11  
QUEEN ANNE'S COUNTY

AUCTIONEER'S AFFIDAVIT

IN THE MATTER OF: Route 1, Box 97D  
Centreville, Maryland

STATE OF MARYLAND *Maryland* SS:  
COUNTY OF *Queen Anne's*

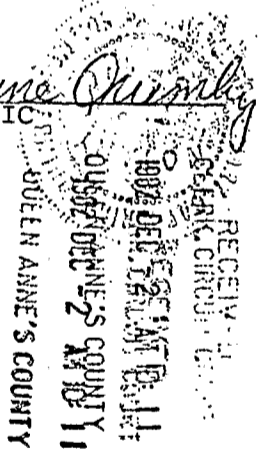
The undersigned, hereby certifies that the annexed bill or statement of the fees and sums due, set forth in detail, all and singular of the fees and sums due me, and that I have not paid or will not pay, directly or indirectly anything of value to anyone for aiding or employing me to make the sale for which the annexed bill or statement was rendered, and that no payment has been made by me, or will be made by me in connection with such sale, except those set forth in detail in my said bill or statement.

*Joseph Jackson, Jr.*  
Joseph Jackson, Jr.  
Auctioneer

Subscribed and sworn to before me, a Notary Public in and for the State of MD, *Queen Anne's County* by Joseph Jackson, Jr., this *23rd* day of *November*, 1982.

*Mary Catherine Mumby*  
NOTARY PUBLIC

My Commission Expires: *7/1/86*





ORDER NISI ON SALE

HARRY S. GROTON, JR.  
AND  
DONALD M. TANNENBAUM,  
Substitute Trustees  
vs.  
SEWELL T. PFEIFER  
AND  
PAULINE J. PFEIFER  
Defendants

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 7235

ORDERED, this 2nd day of December, 1982, that  
the sale of the real property, made and reported in this cause by  
Harry S. Groton, Jr., Trustee and Donald M. Tannenbaum, /, be ratified and confirmed,  
on or after the 3rd day of January, 1983, unless  
cause to the contrary thereof be previously shown; provided a copy of this order be inserted  
in some newspaper published in Queen Anne's County, Maryland, once in each of three suc-  
cessive weeks before the 27th day of December, 1982.

The report states the amount of sales to be \$38,500.00.

*Marguerite H. Mackin* Clerk

Filed December 2, 1982

Centreville, Md. 11/17 19 82

### We Hereby Certify

That the annexed advertisement of Substituted Trustee's Sale

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 23rd day of Nov. 19 82

And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 3rd day of

Nov. 19 82, and the last insertion on the 17th day of Nov. 19 82.

Publishers, Record Observer

Per

*[Signature]*  
CLERK, CIRCUIT COURT

1983 JAN 10 AM 10:47

QUEEN ANNE'S COUNTY

HARRY S. GROTON, JR., ESQUIRE  
Suite 210  
108 West Circle Avenue  
Salisbury, Maryland 21801

## Substituted Trustee's Sale

OF  
VALUABLE IMPROVED  
FEE SIMPLE  
PROPERTY  
KNOWN AS ROUTE 1 BOX 97D  
CENTREVILLE, MARYLAND  
QUEEN ANNE'S COUNTY

Under and by virtue of the power of sale contained in a certain deed of trust from Sewell Theodore Pfeifer and Pauline June Pfeifer to Michael S. Menzies and William E. Wolcott trustees, dated the 11th day of May 1979, and recorded in Liber 149, Page 669 among the Land Records of Queen Anne's County, Maryland, the holder of the indebtedness as secured by the deed of trust having appointed Harry S. Groton, Jr. and Donald M. Tannenbaum substituted trustees, 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 parties secured thereby, the undersigned substituted trustees will sell at public auction, on the premises on

**November 23, 1982**

AT 1:00 O'CLOCK P.M.

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS THEREON, situate in the County of Queen Anne's, State of Maryland and described as follows:

ALL that tract or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, and being more particularly described in a survey entitled "Description of 3.990 acres of Land, more or less, BEING Lot No. 3 of Lucky Shoe Ranchettes 6th District, Queen Anne's County, Maryland," dated March 4, 1976 by J. R. McCrone, Jr., Inc., registered professional engineers and land surveyors, as follows, to wit:

BEGINNING for the same at an iron pipe set at the intersection of the division between Lot No. 2 and Lot No. 3 of "Lucky Shoe Ranchettes", and the northwestern right of way line of Roe-Ingleside Road. Said beginning point further being located, the two (2) following courses and distances from the division line between the lands of Charles Tribbitt (see C.W.C. No. 73, Folio 157) and Lot No. 1, with the aforesaid right of way line, North 26 degrees 31 minutes 10 seconds East 353.74 feet to a point and North 22 degrees 59 minutes 31 seconds East 515.00 feet to the place of beginning;

THENCE, leaving the said beginning point so fixed end the aforesaid right of way line and binding on the division line between Lot No. 2 and Lot No. 3 of "Lucky Shoe Ranchettes", North 67 degrees 00 minutes 29 seconds West 620.00 feet to an iron pipe set at the intersection of the division line between Lot No. 2 of "Lucky Shoe Ranchettes", and other lands of Dennis R. Conner and William D. Perryman (see C.W.C. No. 74, Folio 714) and the herein described lands;

THENCE, leaving Lot No. 2 and binding on the division line between the Conner and Perryman lands and the herein described lands, North 22 degrees 59 minutes 31 seconds East 280.00 feet to an iron pipe set at the intersection of the division line between the Conner and Perryman lands, Lot No. 4 of "Lucky Shoe Ranchettes" and the herein described lands;

THENCE, with the division line between Lot No. 4 of "Lucky Shoe Ranchettes" and the herein described lands, South 67 degrees 00 minutes 29 seconds East 620.00 feet to an iron pipe set in the eforementioned northwesternmost right of way line of Roe-Ingleside Road:

THENCE, with the said right of way, South 22 degrees 59 minutes 31 seconds West 280.00 feet to the place of beginning, CONTAINING in all 3.990 acres of land, more or less. BEING the same land conveyed from DENNIS R. CONNER and WILLIAM D. PERRYMAN unto Sewell Theodore Pfeifer and Pauline June Pfeifer by deed dated December 15, 1976 recorded in Liber C.W.C. No. 112, Folio 621 which has the address of Route 1, Box 97D, Centreville, Maryland 21617.

SUBJECT, NEVERTHELESS, to the restrictions set forth in Declaration of Restrictions recorded among the Land Records for Queen Anne's County in Liber C.W.C. No. 99, Folio 314, and a deed from Dennis R. Conner and William D. Perryman to Richard Ralph Geddes and Carole Susan Geddes, his wife, dated October 30, 1975 and recorded among said Land Records in Liber C.W.C. No. 100,

Folio 5.

The property will be sold subject to all conditions, liens, restrictions and agreements of record affecting same, if any, and subject to a prior mortgage, the amount of which will be announced at the time of the sale.

**TERMS OF SALE:** A cash deposit or certified or cashier's check of \$3,000.00 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 Trustees, their successors or assigns for good cause shown, time being of the essence; interest at the rate of ten and one half percent (10½%) per annum shall be paid on unpaid purchase money from date of sale to date of settlement. Taxes and water rent to be adjusted to date of sale. All other public charges and assessments payable on an annual basis, including sanitary and/or Metropolitan District Charges shall be adjusted to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps, transfer taxes, document preparation and title insurance shall be borne by the purchaser. The improvements are being sold in an "as is" condition with purchaser responsible for any and all outstanding housing code violations.

HARRY S. GROTON, JR., ESQUIRE  
DONALD M. TANNENBAUM, ESQUIRE  
SUBSTITUTE TRUSTEES

AUCTIONEER: Joseph J. Hackson, Jr.

Box 74  
Queen Anna, MD 21657  
301-364-5463

RO-11-3-31-04

Centreville, Md. 12/22 19 82

**We Hereby Certify**

That the annexed advertisement of  
Order Nisi - Cause No. 7235

was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 27th day of Dec. 19 82.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 8th day of  
Dec. 19 82, and the last  
insertion on the 22nd day of  
Dec. 19 82.

Publishers, Record Observer  
Per [Signature] RECEIVED  
CLERK OF DISTRICT COURT

1983 JAN 10 AM 10:47  
QUEEN ANNE'S COUNTY

ORDER NISI  
ON SALE  
HARRY S. GROTON, JR.  
AND  
DONALD M.  
TANNENBAUM  
Substitute Trustees  
vs.  
SEWELL T. PFEIFER  
AND  
PAULINE J. PFEIFER  
Defendants  
In the Circuit Court  
for  
Queen Anne's County  
In Equity  
Cause No. 7235

ORDERED, this 2nd day  
of December, 1982, that  
the sale of the real pro-  
perty, made and reported  
in this cause by Harry S.  
Groton, Jr., Trustee and  
Donald M. Tannenbaum,  
Trustee, be ratified and  
confirmed, on or after the  
3rd day of January, 1983,  
unless cause to the con-  
trary thereof be previously  
shown; provided a copy of  
this order be inserted in  
some newspaper published  
in Queen Anne's County,  
Maryland, once in each of  
three successive weeks  
before the 27th day of  
December, 1982.

The report states the  
amount of sales to be  
\$38,500.00.

Marguerite W. Mankin  
Clerk  
True Copy, Test:  
Marguerite W. Mankin  
Clerk

By: Betty M. Comegys  
Deputy Clerk  
Filed: December 2, 1982  
RO-12-8-31-011

HARRY S. GROTON, JR.  
AND  
DONALD M. TANNENBAUM

Substitute Trustees

VS.

SEWELL T. PFEIFER  
AND  
PAULINE J. PFEIFER

Defendants

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY.  
\* Case No.: 7235  
\*  
\*

\* \* \* \* \*

ORDER

*Sitting in Equity*

Ordered by the Circuit Court of Queen Anne's County, this <sup>1</sup> day of *January*, 1983 that the public sale made and reported by the Trustees, Harry S. Groton, Jr. and Donald M. Tannenbaum be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause December 2, 1982; and the <sup>1</sup> *said Trustees shall be allowed the usual* commissions and such proper expenses as the Trustees shall produce vouchers for the Auditor.

RECEIVED  
CLERK, CIRCUIT COURT  
1983 JAN 11 PM 3:53  
QUEEN ANNE'S COUNTY

*Raylon C. Carter*  
\_\_\_\_\_  
Judge, Circuit Court for  
Queen Anne's County

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

HARRY S. GROTON, JR.  
and  
DONALD M. TANNENBAUM

Plaintiffs

v.

SEWELL T. PFEIFER  
and  
PAULINE J. PFEIFER

Defendants

Equity No. 7235

RECEIVED  
CLERK OF CIRCUIT COURT  
1983 MAR - 1 PM 2:43  
QUEEN ANNE'S COUNTY

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price		\$ 38,500.00	
Interest on \$35,500.00 at 10.5% from 11/23/82 to 1/28/83 67 days @ \$10.212 per day		684.20	
Real property taxes \$469.51 from 11/23/82 to 6/30/83		<u>288.57</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 39,472.77
EXPENSES OF SALE			
Court costs	\$ 185.50		
Advertising			
Notice(s) of sale			
Star Democrat	426.60		
Record-Observer	337.26		
Baltimore Sun	160.08		
Report of sale	57.75		
Bond premium	126.00		
Auctioneer's fee (maximum)	96.25		
1982/83 Real property taxes	478.77		
Locksmith	43.00		
Certified mail	<u>15.31</u>	1,926.52	
AUDITOR'S FEE AND COSTS			
Fee for audit, per order	\$ 45.00		
Postage & xerox	<u>1.02</u>	<u>46.02</u>	<u>1,972.54-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 37,500.23 =====
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal, per Statement of Debt		\$ 36,147.88	
Interest to 10/4/82, per Statement		2,096.99	
Interest on principal at 10.5% 10/4/82 to 1/21/81, 109 days at \$10.399		<u>1,133.49</u>	
TOTAL DUE UNDER MORTGAGE			\$ 39,378.36
TO BE DISTRIBUTED TO Maryland National Bank			<u>37,500.23-</u>
DEFICIT			\$ 1,878.13

NOTE: No claim was made for fiduciary commissions  
or attorney fees

NOTICE

The attached Account was filed on the <sup>1st</sup> day of March, 1983. 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.

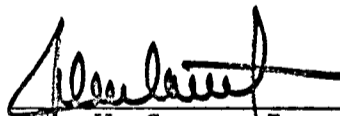
CERTIFICATE OF AUDITOR

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 #7235. 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 <sup>1st</sup> day of March, 1983, 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:

Harry S. Groton, Jr.  
Donald M. Tannenbaum  
Steinberg, Schlachman, Potler,  
Belsky & Weiner, P.A.  
131 East Redwood Street  
Baltimore, Maryland 21202

Sewell T. Pfeifer  
104 Lincoln Avenue  
Glen Burnie, Maryland 21061

Pauline J. Pfeifer  
104 Lincoln Avenue  
Glen Burnie, Maryland 21061

  
\_\_\_\_\_  
John W. Sause, Jr.  
Auditor

HARRY S. GROTON, JR and  
DONALD M. TANNENBAUM

vs.

SEWELL T. PFEIFER and  
PAULINE J. PFEIFER

\*  
\*  
\*  
\*  
\*  
\*  
\*

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
IN EQUITY  
No. 7235

NISI RATIFICATION OF AUDIT

ORDERED this 1st day of March, 1983,  
that the report and account filed in these proceedings by \_\_\_\_\_  
John W. Sause, Jr., Auditor, be ratified on or after the  
17th day of March, 1983, 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 March 1, 1983



<p><u>HARRY S. GROTON, JR., et al.</u> Sub. Trustees vs. <u>SEWELL T. PFEIFER, et al.</u></p>	<p>* * * * * * *</p>	<p>IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. <u>7235</u></p>
-----------------------------------------------------------------------------------------------------------	----------------------------------------------	-------------------------------------------------------------------------------------------

FINAL RATIFICATION OF AUDIT

ORDERED this 17th day of March, 1983,  
 by the Court that the account of the Auditor is finally ratified and  
 confirmed, and Harry S. Groton, Jr. & Donald M. / Tannenbaum, Substitute, ~~Appellee/Trustee,~~  
~~are~~ <sup>are</sup> directed to apply the proceeds accordingly, with a due proportion of  
 interest as the same has been or may be received.

*Marguerite St. Martin* Clerk

Filed March 17, 1983

15 728

KEY FEDERAL SAVINGS AND  
LOAN ASSOCIATION  
8601 Liberty Road  
Randallstown, Maryland 21133

Plaintiff

vs.

EASTLAND CORPORATION  
c/o Paul L. Riddleberger, President  
179 Dividing Court  
Arnold, Maryland 21012

FRANK MIANO  
1143 Cecil Avenue  
Millersville, Maryland 21108

JUNE MIANO  
1143 Cecil Avenue  
Millersville, Maryland 21108

PAUL L. RIDDLEBERGER  
179 Dividing Court  
Arnold, Maryland 21012

BARBARA RIDDLEBERGER  
179 Dividing Court  
Arnold, Maryland 21012

Defendants

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY # 7166

JUL -6-82 \* 25860 \*\*\*\*\*60.00  
JUL -6-82 A 225860 \*\*\*\*\*60.00

RECEIVED  
CLERK, CIRCUIT COURT  
1982 JUL -6 AM 10:27  
QUEEN ANNE'S COUNTY

\*\*\*\*\*

PETITION FOR FORECLOSURE

The petition of the Plaintiff respectfully represents:

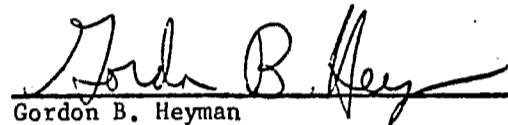
That on the 26th day of September, 1980, the Defendants executed and delivered to Key Federal Savings and Loan Association a mortgage upon real property in the County of Queen Anne, therein described, to secure the payment of the mortgage debt of \$191,250.00, and interest as therein mentioned, wherein said mortgagors and guarantors assented to the passage of a decree for the sale of said mortgage property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. And whereas said mortgagors and guarantors have defaulted under the covenants and conditions contained in said mortgage.

That Paragraph 5 of the mortgage provides that the holder of the mortgage in any action to foreclose it, shall be entitled to the appointment of a receiver to collect the rent and profits of said premises, all of which will

appear from said mortgage.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage, and that a receiver be appointed to collect the rents and profits in accordance with the terms of said mortgage.

And as in duty, & c.



Gordon B. Heyman  
Cohen and Dackman, Attorneys  
2221 Maryland Avenue  
Baltimore, Maryland 21218  
(301) 366-1710

Attorneys for Plaintiff

THIS MORTGAGE, Made this 20th day of September, in the year nineteen hundred Eighty, between Eastland Corporation, a body corporate of the State of Maryland; Frank Miano, June Miano, Paul L. Riddleberger and Barbara Riddleberger, Mortgagor, and KEY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated and existing under the laws of the United States of America, Mortgagee;

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of One Hundred Ninety One Thousand Two Hundred Fifty and no/100 -----(\$191,250.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced, plus interest from the date hereof for the period of construction not to exceed 9 months. The interest rate charged herein shall be computed at one and one-half percent (1½%) over the prime rate that is charged to its member institutions by the Federal Home Loan Bank of Atlanta under its Advance Plan #1; however, the interest rate charged herein shall never be less than ~~ten percent (10%)~~ <sup>eleven (11%)</sup> per annum, nor more than fifteen per cent (15%) per annum.

Interest shall be due and payable commencing on the first day of October, 1980 and continuing monthly thereafter until all of the principal sum due hereunder shall have been paid in full, which shall be no later than one year from the date hereof. Interest shall be calculated per diem at the highest prime rate established by the Federal Home Loan Bank of Atlanta under its Advance Plan #1, <sup>eleven (11%)</sup> during the month immediately preceding the billing date, but not less than ~~ten percent (10%)~~ per annum, nor more than fifteen per cent (15%) per annum.

The due execution of this mortgage having been a condition precedent to the granting of said advance;

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all of the lot(s) of ground situate and lying in Queen Annes County, in said State, and described as follows: BEING KNOWN AND DESIGNATED as Lots numbered 1 and 2 as shown on a Plat entitled "Windward Cove" which said plat is recorded among the plat records of Queen Annes County in Plat Book CWC No. 4 folio 38.

Being the same lots of ground which by deed of even date herewith and recorded or intended to be recorded among the land records of Queen Annes County immediately prior hereto was granted and conveyed by Coastland Corporation unto Eastland corporation.

The aforesaid Frank Miano, June Miano, Paul L. Riddleberger and Barbhra Riddleberger join in the execution hereof to assure and guarantee to the Mortgagee the prompt and faithful performance of the covenants, terms and conditions contained herein, including but not limited to the obligation to repay the indebtedness herein. Said liability to primary and not secondary, to be joint and several. Said Mortgagee may proceed against said Co-Mortgagors/Guarantors without first proceeding against Mortgagor. Said guarantee to be binding on the heirs, assigns and personal representatives of Co-Mortgagors/Guarantors. In addition, said Co-Mortgagors/Guarantors agree that their obligations and liability shall not be released, discharged or in any way affected by a modification, assumption, extension or change in the terms of the within mortgage.

113060

OCT 10-80 \* 25054 \*\*\*\*629 00  
OCT 10-80 A #25054. \*\*\*\*611 00  
OCT 10-80 A #25053 \*\*\*\*610 00

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

Together with the improvements thereon and the rights, appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced may be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

Provided, however, if the said Mortgagor, its, his heirs, personal representatives, successors or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for itself, himself, its, his heirs, personal representatives, successors and assigns, covenants with the said Mortgagee as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties, and contingencies for the benefit of the Mortgagee, its successors or assigns, in such companies, through such agents or brokers, and, such form shall be satisfactory to the Mortgagee, its successors or assigns, to the extent necessary to protect its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its

successors or assigns; and in case of failure of the Mortgagor, its, his heirs, personal representatives, successors and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent; or should the same be encumbered by the Mortgagor, its, his heirs, personal representatives, successors and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the covenants or conditions hereof for thirty days; (8) to pay a late charge not to exceed the greater of Two Dollars (\$2.00) or five percent (5%) of the total amount of any delinquent or late periodic installment of interest and principal which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof to cover the extra expense involved in handling delinquent payments; (9) that this loan may be prepaid, in whole or in part; (10) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, its, his heirs, personal representatives, successors and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Bernard Dackman, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland and the Maryland Rules of Procedure, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Fifteen Hundred ----- Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not including interest thereon until final ratification of the auditor's account; (3) the surplus (if any therebe), to the said Mortgagor, its, his heirs, personal representatives, successors or

assigns, or to whomever may be entitled to the same. Half of such commission, all attorneys' fees and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before the sale thereof.

The said Mortgagor covenants that it, he will warrant specially the property hereby mortgaged, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the corporate seal of the said Mortgagor and the signature of its authorized corporate officer.

WITNESS the hand and seal of said Co-Mortgagor(s)/Guarantor(s).

WITNESS:

Eastland Corporation  
BY Paul J. Miano (SEAL)  
vice - President

Frank Miano (SEAL)  
Frank Miano

June Miano (SEAL)  
June Miano

Paul L. Riddleberger (SEAL)  
Paul L. Riddleberger

Barbara Riddleberger (SEAL)  
Barbara Riddleberger

\_\_\_\_\_ (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I hereby certify that on this 20th day of September, 1980, ~~197x~~ before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared FRANK J. MIANO as <sup>vice</sup> President of Eastland Corporation, Frank Miano, June Miano, Paul L. Riddleberger and Barbara Riddleberger personally known to me to be the above named mortgagors, guarantors, and they individually acknowledged the foregoing mortgage to be their act and deed.

At the same time also personally appeared Bernard Dackman, Agent of Key Federal Savings and Loan Association, the party secured by said mortgage and made oath in due form of Law that the consideration recited in the mortgage is bonafide as therein set forth; 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 borrowers or to the party responsible for disbursement of the funds in the closing transaction or their representative agent at no time later than the execution and delivery of the mortgage by the borrower, and further that he is duly authorized agent of Key Federal Savings and Loan Association and has authority to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Bernard Dackman  
Notary Public

My Commission Expires: 7/1/82

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION

IN THE  
CIRCUIT COURT FOR

-----  
Plaintiff

QUEEN ANNE'S COUNTY  
*Equity # 7166*

VS.

EASTLAND CORPORATION, ET AL

Docket No. \_\_\_\_\_, Folio \_\_\_\_\_

-----  
Defendant s

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY (CITY), To Wit:

I HEREBY CERTIFY, that on the 30 day of June,

19 82, before me, the subscriber, a Notary Public of the State of Maryland, in and

for Baltimore County (City) personally appeared William F. Gisriel, Jr., Executive

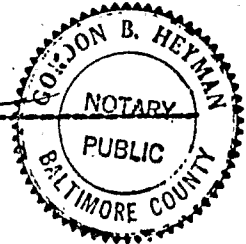
Vice President of Key Federal Savings and Loan Association

and made oath, in due form of law, that he knows the Defendant (s) herein

and that to the best of his information, knowledge and belief;

- (1) Said Defendant is not in the Military Service of the United States of America;
- (2) Said Defendant is not in the Military Service of any Nation allied with the United States of America;
- (3) Said Defendant has not been ordered to report for induction under the Selective Training and Service Act;
- (4) Said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

*Gordon B. Heyman*  
-----  
Notary Public



*William F. Gisriel, Jr.*  
-----  
Affiant, William F. Gisriel, Jr.  
Executive Vice President, Key Federal Savings and  
Loan Association



KEY FEDERAL SAVINGS AND LOAN ASSOCIATION \* IN THE  
 Plaintiff \* CIRCUIT COURT  
 vs. \* FOR  
 EASTLAND CORPORATION, et al \* QUEEN ANNE'S COUNTY  
 Defendants \* IN EQUITY  
 \* # 7166  
 \* \* \* \* \*

STATEMENT OF MORTGAGE CLAIM

Statement of mortgage claim of Key Federal Savings and Loan Association, under a mortgage from Eastland Corporation, et al, unto Key Federal Savings and Loan Association dated September 26, 1980, and recorded among the Land Records of Queen Anne's County in Liber 168 page 248, in the amount of \$191,250.00.

Unpaid Principal Balance	\$191,250.00
Late Charges	1,389.27
Interest to June 14, 1982	29,050.09
Tax Expense	1,797.72
Insurance Expense	906.00
	<u>\$224,393.08</u>

Add interest of \$90.31 per day after June 14, 1982

KEY FEDERAL SAVINGS AND LOAN ASSN.  
 BY: [Signature]  
 William F. Gisriel, Jr., Executive  
 Vice President

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 30th day of June, 1982, before me, the subscriber, a Notary Public of the State of Maryland, in and Executive Vice President for the County of Baltimore, personally appeared William F. Gisriel, Jr./ of Key Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a true statement of account of the amount remaining due on the mortgage claim described above, and that they have not received any security or satisfaction thereof.

WITNESS my hand and notarial seal.

[Signature]  
 PUBLIC Notary Public  
 BALTIMORE COUNTY

DECREE FOR SALE OF MORTGAGE PREMISES

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE
		CIRCUIT COURT
Plaintiff	*	
vs.		FOR
	*	QUEEN ANNE'S COUNTY
EASTLAND CORPORATION, et al		
		IN EQUITY
Defendants	*	# 7166
* * * * *	* * * * *	* * * * *

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-two            , 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 Bernard Dackman be and he is hereby appointed\*Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Two Hundred Fifty Thousand Dollars            , conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale, having complied with the following Maryland Rules; Md. Rule W74 a 2 (b) Notice by Registered Mail to Mortgagor at Mortgagor's last known address a notice of the time, place and terms of sale. The notice to be sent not earlier than 20 days and not later than 5 days before the date of the sale. And also having given notice at least once in each week for three consecutive weeks, the last publication to be not more than one week prior to sale by advertisement, inserted in such daily newspaper or newspapers published in the County of Queen Anne            , as he shall think proper, of the time, place manner and terms of sale, which shall be cash, deposit of \$7,500.00 per lot at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court, a full particular account of his proceedings relative to the sale; and with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, successors or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them, and the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall have appeared to have discharged his trust; provided, that before the sale herein decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Approximate value of property \$ 190,000.00

Judge

\*Receiver to collect the rents and profits of said premises (and the said receiver shall bring into this Court the money arising from said collection, to be distributed under the direction of this Court) and

CCC:mfe:7/23/82

KEY FEDERAL SAVINGS AND : IN THE CIRCUIT COURT  
LOAN ASSOCIATION :  
Plaintiff. :  
vs. : FOR QUEEN ANNE'S COUNTY  
EASTLAND CORPORATION : SITTING IN EQUITY  
FRANK MIANO :  
JUNE MIANO : NO. 7166  
PAUL L. RIDDLEBERGER :  
BARBARA RIDDLEBERGER :  
Defendants :

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition, Exhibit, Military Affidavit and Statement of Mortgage Debt in the above cause having been submitted, the proceedings therein were by the Court read and considered:

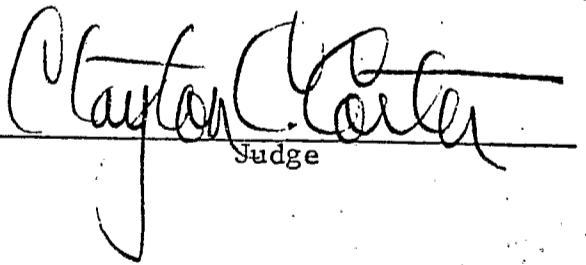
IT IT THEREUPON, this 23rd day of July, in the year nineteen hundred and eighty-two, by the Circuit Court for Queen Anne's County, Sitting in Equity, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Bernard Dackman be and he is hereby appointed Trustee to make said sale, and that the course and manner of the proceedings shall be as follows:  
(1) before making a sale of the mortgaged property, (a) he shall file with the Clerk of this Court, a bond to the State of Maryland, approved pursuant to Md. Rule H 2, to abide by any court order which may be made in relation to the sale of the mortgaged property, or the proceeds thereof, and (b) he shall give notice of the time, place and terms thereof by advertisement pursuant to Md. Rule W74 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

CLERK OF COURT  
1982 JUL 23 PM 3 14  
QUEEN ANNE'S COUNTY

UBFR 15 737

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 W74 e and BR6 b. 5.

AND IT IS FURTHER ADJUDGED, ORDERED and DECREED that Bernard Dackman be and he is hereby appointed Receiver to collect the rents and profits of said premises and to account therefor in accordance with Subtitle V. Fiduciary, Chapter 1100 of the Maryland Rules of Procedure, but before he shall proceed to act he shall file with the Clerk of this Court a bond to the State of Maryland, approved pursuant to Md. Rule H2, in the penal sum of \$3,000.00 conditioned upon the faithful performance of the duties of the fiduciary in the form prescribed in Md. Rule V73 e.

  
Judge



IN THE CIRCUIT COURT

OF

Bond No. 400FZ 9397

Queen Ann's County

STATE OF MARYLAND

Key Federal Savings & Loan

versus

Eastland Corp.

BOND OF TRUSTEE TO SELL REAL ESTATE  
Equity No. 7166

KNOW ALL MEN BY THESE PRESENTS: That we, Bernard Dackman, Trustee  
\_\_\_\_\_ 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  
Two Hundred Fifty Thousand and 00/100-----

Dollars (\$ 250,000. ) to be paid to the said State or its certain Attorney, to which payment, well  
and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, adminis-  
trators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 17th day of September 19 82.

WHEREAS THE ABOVE BOUNDEN Bernard Dackman, Trustee

by virtue of a decree of the Honorable the Judge of the Circuit Court \_\_\_\_\_ of \_\_\_\_\_

Queen Anne's County has be appointed trustee to sell \_\_\_\_\_

2 (Two) Houses, Lots 1 & 2  
Windward Cove, Queen Ann's County, MD mentioned in the proceedings in the case of

Key Federal Savings & Loan

versus

Eastland Corp.

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Bernard Dackman  
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 obligation to be void; otherwise to be  
and remian in full force and virtue in law.

Bernard Dackman

Bernard Dackman

By: Bernard Dackman (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Surety approved and Bond  
Filed  
1982 SEP 16 AM 9:54

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By: Dorothy H. Bost

Dorothy H. Bost Attorney-in-Fact

CERTIFIED COPY OF POWER OF  
ATTORNEY ATTACHED

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

LIBER

3 PAGE 257

LIBER

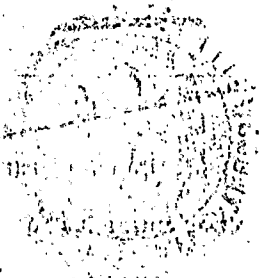
15 PAGE 739

LIBER 15 PAGE 740

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

I HEREBY CERTIFY, that the foregoing is truly taken and copied from Liber MWM No. 3, folio 257, 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 September, 1982.

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

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
EASTLAND CORPORATION	*	QUEEN ANNE'S COUNTY
Defendant	*	IN EQUITY
	*	CASE NO. 7166
* * * * *	*	* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Bernard Dackman, 2221 Maryland Avenue, Baltimore, Maryland, 21218, Trustee appointed by the decree in the above entitled cause to make sale of certain real property

in the proceedings in said cause mentioned respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Record Observer, a newspaper published in Queen Anne's County, for more than three successive weeks preceding the day of sale, and also having given notice to Mortgagors and Guarantors by certified mail not earlier than 20 days nor less than 5 days before the date of sale, of the time, place, manner and terms of sale, said Trustee did pursuant to said notice on Friday, September 17,

1982 at 1:00 p.m. attend on the premises and then and there sold to William F. Wolfe, III, Lot 1, Windward Cove, Maryland, at and for the sum of \$85,000.00, it being the highest bid received thereon; and sold to Key Federal Savings and Loan Association Lot 2, Windward Cove, Maryland, at and for the sum of \$90,000.00, it being the highest bid received thereon.

*Bernard Dackman*  
Bernard Dackman, Trustee

STATE OF MARYLAND, COUNTY OF BALTIMORE, SCT. .

I HEREBY CERTIFY that on this 30th day of September, 1982, before me, the subscriber, a Notary Public of the State of Maryland, and for the County of Baltimore aforesaid, personally appeared Bernard Dackman, Trustee, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal.

*Barbara Jean Grannan*  
Barbara Jean Grannan, Notary Public

My Commission Expires: 7/1/86

RECEIVED  
CLERK, CIRCUIT COURT  
1982 OCT -4 AM 10:24  
QUEEN ANNE'S COUNTY

RECEIVED  
CLERK, CIRCUIT COURT  
1982 OCT 4 AM 10:24  
QUEEN ANNE'S COUNTY

KEY FEDERAL SAVINGS AND  
LOAN ASSOCIATION

Plaintiff

vs.

EASTLAND CORPORATION

Defendant

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY  
CASE NO. 7166

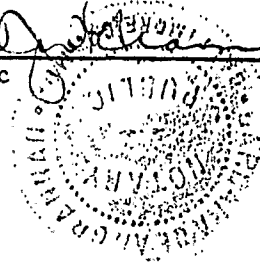
\*\*\*\*\*

AFFIDAVIT OF MAILING

STATE OF MARYLAND, BALTIMORE COUNTY:

I HEREBY CERTIFY, That on this *30th* day of *September*, 1982,  
before me, the subscriber, a Notary Public of the State of Maryland, personally  
appeared Bernard Dackman, Trustee in the above entitled case who was empowered  
pursuant to Decree to sell the mortgaged property in the proceedings in said  
case, and made oath in due form of law that on September 9, 1982, he caused  
to be mailed, by certified mail to all necessary parties at their last known  
address a notice of the time, place and terms of sale of the mortgaged  
property by letter dated September 9, 1982, copies of which letters are  
attached hereto.

*Bernard Dackman*  
Notary Public



My Commission Expires: 7/1/86

RECEIVED  
CLERK, CIRCUIT COURT  
1982 OCT -4 AM 10:24  
QUEEN ANNE'S COUNTY



LAW OFFICES  
**COHEN AND DACKMAN**

2221 MARYLAND AVENUE, BALTIMORE, MARYLAND 21201

301/800-1710

IRWIN R. COHEN  
 BERNARD DACKMAN  
 GORDON B. HEYMAN  
 GARY A. BERGER

September 9, 1982

Mrs. Barbara Riddleberger  
 179 Dividing Court  
 Arnold, Maryland 21012

RE: Lots 1 and 2, Windward Cove  
 Queen Anne's County, Maryland

Dear Mrs. Riddleberger:

This is to advise you that the above-captioned properties are being sold at public auction on Friday, September 17, 1982, at 1:00 p.m. by Alex Cooper, Auctioneer. The terms of the sale will be cash or certified check in the amount of \$7,500.00 for each property at the time of sale. The balance of the purchase price is to be paid within ten (10) days of the final ratification by the Circuit Court of Queen Anne's County. The sale will be held on the premises.

Very truly,

*Bernard Dackman*

Bernard Dackman

BD:eld

cc: Regular Mail  
 Certified Mail # P 339 629 535  
 Clerk of the Court, Queen Anne's County  
 Key Federal Savings and Loan Association

P 339 629 535  
 RECEIPT FOR CERTIFIED MAIL

INSURANCE COVERAGE PROVIDED—  
 NOT FOR INTERNATIONAL MAIL  
 (See Reverse)

SENT TO <i>Barbara Riddleberger</i> STREET AND NO. <i>179 Dividing Court</i> P.O., STATE AND ZIP CODE <i>Arnold, MD 21012</i>	POSTAGE <i>50.00</i>	CERTIFIED FEE	SPECIAL DELIVERY	RESTRICTED DELIVERY	SHOW TO WHOM AND DATE DELIVERED	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	TOTAL POSTAGE AND FEES
						<i>1.35</i>		<i>1.55</i>
OPTIONAL SERVICES								POSTMARK OR DATE
CONSULT POSTMASTER FOR FEES								<i>9-9-82</i>

PS Form 3800, Apr. 1976

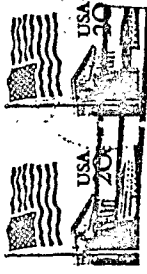
LIBER

15 PAGE 743

LAW OFFICES  
**COHEN AND DACKMAN**  
2221 MARYLAND AVENUE  
BALTIMORE, MARYLAND 21218

*Return Receipt  
Requested*

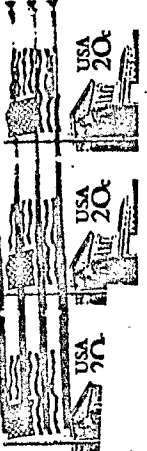
**CERTIFIED**  
P 339 629 535  
**MAIL**



USA 20c  
Rachel Carson  
USA 7c

Mrs. Barbara Riddlebeiser  
179 Dividing Court  
Arnold, MD 21012

RETURN TO  
NOT DELIVERABLE AS  
ADDRESSES UNABLE  
TO FORWARD



USA 20c  
Rachel Carson  
USA 7c

CLAIM CHECK  
NO.  
**547612**

HOLD

DATE

1ST NOTICE

2ND NOTICE

RETURN

Detached from  
PS Form 3849-A  
Oct. 1980

LAW OFFICES  
**COHEN AND DACKMAN**

2221 MARYLAND AVENUE, BALTIMORE, MARYLAND 21218

301/366-1710

IRWIN R. COHEN  
 BERNARD DACKMAN  
 GORDON B. HEYMAN  
 GARY A. BERGER

September 9, 1982

Eastland Corporation  
 1404 Crain Highway, South  
 Glen Burnie, Maryland 21061

RE: Lots 1 and 2, Windward Cove  
 Queen Anne's County, Maryland

Gentlemen:

This is to advise you that the above-captioned properties are being sold at public auction on Friday, September 17, 1982, at 1:00 p.m. by Alex Cooper, Auctioneer. The terms of the sale will be cash or certified check in the amount of \$7,500.00 for each property at the time of sale. The balance of the purchase price is to be paid within ten (10) days of the final ratification by the Circuit Court of Queen Anne's County. The sale will be held on the premises.

Very truly,

*Bernard Dackman*

Bernard Dackman

BD:eld

cc: Regular Mail  
 Certified Mail # P 339 629 536  
 Clerk of the Court, Queen Anne's County  
 Key Federal Savings and Loan Association

P 339 629 536  
 RECEIPT FOR CERTIFIED MAIL

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

SENT TO Eastland Corporation 1404 Crain Highway, S Glen Burnie, MD 21061		POSTAGE 10.80	
CONSULT POSTMASTER FOR FEES		TOTAL POSTAGE AND FEES \$ 1.55	
OPTIONAL SERVICES		POSTMARK OR DATE 9-9-82	
RETURN RECEIPT SERVICE			
RESTRICTED DELIVERY		1.35	
SPECIAL DELIVERY			
CERTIFIED FEE			

PS Form 3800, Apr. 1976

PS Form 3811, Dec. 1980

● SENDER: Complete items 1, 2, 3, and 4. Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one):  
 Show to whom and date delivered .....  
 Show to whom, date, and address of delivery..

2.  RESTRICTED DELIVERY  
 (The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$

3. ARTICLE ADDRESSED TO:  
 Eastland Corporation  
 1404 Crain Highway, South  
 Glen Burnie, MD 21061

4. TYPE OF SERVICE:      ARTICLE NUMBER  
 REGISTERED       INSURED  
 CERTIFIED       COD      P 339 629 536  
 EXPRESS MAIL

(Always obtain signature of addressee or agent)

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

5. DATE OF DELIVERY  
 9/10/82

6. ADDRESSEE'S ADDRESS (Only if required)

7. UNABLE TO DELIVER BECAUSE:      7a. EMPLOYEE'S INITIALS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

GLEN BURNIE MD 21061  
 SEP 10 1982  
 USPS

LIBER

15 PAGE 746

LAW OFFICES

COHEN AND DACKMAN

2221 MARYLAND AVENUE, BALTIMORE, MARYLAND 21218

801/696-1710

IRWIN R. COHEN  
BERNARD DACKMAN  
GORDON B. HAYMAN  
GARY A. BERGER

September 9, 1982

Mr. Frank J. Miano  
1143 Cecil Avenue  
Millersville, Maryland . 21108

RE: Lots 1 and 2, Windward Cove  
Queen Anne's County, Maryland

Dear Mr. Miano:

This is to advise you that the above-captioned properties are being sold at public auction on Friday, September 17, 1982, at 1:00 p.m. by Alex Cooper, Auctioneer. The terms of the sale will be cash or certified check in the amount of \$7,500.00 for each property at the time of sale. The balance of the purchase price is to be paid within ten (10) days of the final ratification by the Circuit Court of Queen Anne's County. The sale will be held on the premises.

Very truly,

*Bernard Dackman*

Bernard Dackman

BD:eld

cc: Regular Mail  
Certified Mail # P339 629 532  
Clerk of the Court, Queen Anne's County  
Key Federal Savings and Loan Association

P 339 629 532

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED - NOT FOR INTERNATIONAL MAIL

SENT TO <i>Frank J. Miano</i> STREET AND NO. <i>1143 Cecil Ave.</i> P.O., STATE AND ZIP CODE <i>Millersville, MD 21108</i>	POSTAGE <i>0.20</i>	CERTIFIED FEE	SPECIAL DELIVERY RESTRICTED DELIVERY	DATE DELIVERED <i>9-10-82</i>	DATE RECEIVED <i>9-9-82</i>	TOTAL POSTAGE AND FEES <i>1.55</i>	POSTMARK OR DATE <i>9-9-82</i>
CONSULT POSTMASTER FOR FEES							
OPTIONAL SERVICES							
RETURN RECEIPT SERVICE							
SHOW TO WHOM AND DATE DELIVERED							
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY							
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY WITH ADDRESS OF DELIVERY AUTHORITY							

PS Form 3801, Oct. 1980

● SENDER: Complete Items 1, 2, 3, and 4. Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).

Show to whom and date delivered

Show to whom, date, and address of delivery

2.  RESTRICTED DELIVERY (The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL

3. ARTICLE ADDRESSED TO:  
Mr. Frank J. Miano  
1143 Cecil Avenue  
Millersville, MD 21108

4. TYPE OF SERVICE:  
 REGISTERED  INSURED  
 CERTIFIED  COD  
 EXPRESS MAIL

ARTICLE NUMBER  
*P339.629.532*

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE  Addressee  Authorized agent  
*Frank Miano*

5. DATE OF DELIVERY  
*9-10-82*

POSTMARK  
*MD 21108 1982*

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:

TO EMPLOYEES

LAW OFFICES  
COHEN AND DACKMAN

301 MARYLAND AVENUE, BALTIMORE, MARYLAND 21201

301/800-1710

IRWIN R. COHEN  
BERNARD DACKMAN  
GORDON B. HEYMAN  
GARY A. BERGER

September 9, 1982

Mrs. June Miano  
1143 Cecil Avenue  
Millersville, Maryland 21108

RE: Lots 1 and 2, Windward Cove  
Queen Anne's County, Maryland

Dear Mrs. Miano:

This is to advise you that the above-captioned properties are being sold at public auction on Friday, September 17, 1982, at 1:00 p.m. by Alex Cooper, Auctioneer. The terms of the sale will be cash or certified check in the amount of \$7,500.00 for each property at the time of sale. The balance of the purchase price is to be paid within ten (10) days of the final ratification by the Circuit Court of Queen Anne's County. The sale will be held on the premises.

Very truly,

*Bernard Dackman*

Bernard Dackman

BD:eld

cc: Regular Mail  
Certified Mail # P 339 629 533  
Clerk of the Court, Queen Anne's County  
Key Federal Savings and Loan Association

P 339 629 533  
RECEIPT FOR CERTIFIED MAIL  
NO INSURANCE COVERAGE PROVIDED -  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

SENT TO <i>June Miano</i>	SHEET AND NO. <i>1143 Cecil Ave.</i>	P.O., STATE AND ZIP CODE <i>Millersville, MD 21108</i>	POSTAGE <i>0.20</i>	CERTIFIED FEE <i>1.35</i>	SPECIAL DELIVERY RESTRICTED DELIVERY	SHOW TO WHOM AND DATE DELIVERED	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	TOTAL POSTAGE AND FEES <i>1.55</i>	POSTMARK OR DATE <i>9.9.82</i>
------------------------------	-----------------------------------------	-----------------------------------------------------------	------------------------	------------------------------	-----------------------------------------	---------------------------------	--------------------------------------------	---------------------------------------------------------------------	---------------------------------------------------------------------	---------------------------------------	-----------------------------------

PS Form 3800, Apr. 1976

PS Form 3811, Dec. 1980

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, 3, and 4. Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).  
 Show to whom and date delivered .....  
 Show to whom, date, and address of delivery .....

2.  RESTRICTED DELIVERY  
(The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$

3. ARTICLE ADDRESSED TO:  
Mrs. June Miano  
1143 Cecil Avenue  
Millersville, MD 21108

4. TYPE OF SERVICE: ARTICLE NUMBER  
 REGISTERED  INSURED  
 CERTIFIED  COD *P339-629-533*  
 EXPRESS MAIL

(Always obtain signature of addressee or agent)

I have received the article described above.  
SIGNATURE  Addressee  Authorized agent  
*June Miano*

5. DATE OF DELIVERY  
*9-10-82*

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:

7a. EMPLOYER'S INITIALS

SEP 10 1982

LAW OFFICES  
COHEN AND DACKMAN

2221 MARYLAND AVENUE, BALTIMORE, MARYLAND 21218  
BO12100-1710

IRWIN R. COHEN  
BERNARD DACKMAN  
GORDON B. HEYMAN  
GARY A. BERGER

September 9, 1982

Mr. Paul L. Riddleberger  
179 Dividing Court  
Arnold, Maryland 21012

RE: Lots 1 and 2, Windward Cove  
Queen Anne's County, Maryland

Dear Mr. Riddleberger:

This is to advise you that the above-captioned properties are being sold at public auction on Friday, September 17, 1982, at 1:00 p.m. by Alex Cooper, Auctioneer. The terms of the sale will be cash or certified check in the amount of \$7,500.00 for each property at the time of sale. The balance of the purchase price is to be paid within ten (10) days of the final ratification by the Circuit Court of Queen Anne's County. The sale will be held on the premises.

Very truly,

*Bernard Dackman*

Bernard Dackman

BD:eld

cc: Regular Mail  
Certified Mail #P.339 629 534  
Clerk of the Court, Queen Anne's County  
Key Federal Savings and Loan Association

P 339 629 534  
RECEIPT FOR CERTIFIED MAIL

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

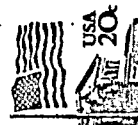
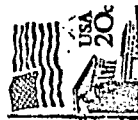
SENT TO <i>Paul L. Riddleberger</i> STREET AND NO. <i>179 Dividing Ct.</i> P.O. STATE AND ZIP CODE <i>Arnold, MD 21012</i>	POSTAGE <i>1.35</i>	CERTIFIED FEE <i>0.20</i>	SPECIAL DELIVERY RESTRICTED DELIVERY	SHOW TO WHOM AND DATE DELIVERED	SHOW TO WHOM AND ADDRESS OF DELIVERY	SHOW TO WHOM AND DATE DELIVERED RETURNED WITH RES. TO SENDER	SHOW TO WHOM AND ADDRESS OF DELIVERY RESTRICTED DELIVERY	TOTAL POSTAGE AND FEES <i>1.55</i>	POSTMARK OR DATE <i>9-9-82</i>
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LAW OFFICES  
**COHEN AND DACKMAN**  
2221 MARYLAND AVENUE  
BALTIMORE, MARYLAND 21218

*Return Receipt  
Requested*

Mr. Paul L. Riddleberger  
179 Dividing Court  
Arnold, MD 21012

**CERTIFIED**  
P 339 629 534  
**MAIL**



CLAIM CHECK  
NO.  
**547614**

HOLD

DATE

1ST NOTICE

2ND NOTICE

RETURN

Detached from  
PS Form 3848-A  
Oct. 1980



NOT DELIVERED  
ADDRESSED TO FORWARD



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

JOSEPH A. COOPER  
President  
RES.: 484-4987

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

.....  
.....  
vs.  
.....  
.....

IN THE  
CIRCUIT COURT  
OF

~~BALTIMORE CITY~~  
QUEEN ANNE COUNTY

AUCTIONEER'S AFFIDAVIT

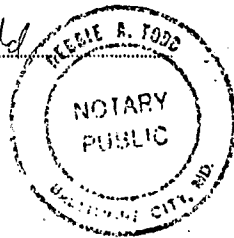
We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding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

ALEX COOPER AUCTIONEERS, INC.

By: *Paul R. Cooper*

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by  
Paul R. Cooper this 23rd Day of September, 1982.

*Debbie A. Todd*  
Notary Public



RECEIVED  
CLERK, CIRCUIT COURT  
1982 OCT -4 AM 10:24  
QUEEN ANNE'S COUNTY

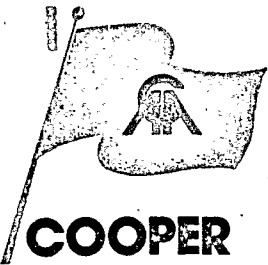
MEMBER OF AUCTIONEERS



ASSOCIATION OF MARYLAND, INC.



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

### REPORT OF SALE

PROPERTY: Lot 1 a.k.a Rt. 1 Box 274 WCI  
Windward Cove Court, Queen Anne County

SOLD TO: William

ADDRESS:

AMOUNT OF SALE: \$85,000

DEPOSIT: \$7,500

Very truly yours,

ALEX COOPER AUCTIONEERS, INC.

By:

*Robert A. Todd*

RECEIVED  
CLERK. CIRCUIT COURT

1982 OCT -4 AM 10: 25

QUEEN ANNE'S COUNTY

MEMBER OF AUCTIONEERS

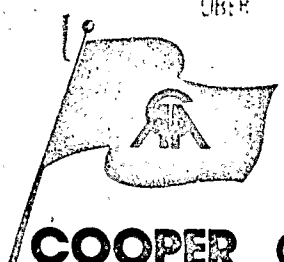


ASSOCIATION OF MARYLAND, INC.

LINER

15 PAGE 751

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

REPORT OF SALE

PROPERTY: Lot 2 a/k/a Rt. 1 Box 274 WC2  
Windward Cove Court, Queen Anne County  
SOLD TO: Key Federal Savings & Loan  
By William F. Gisriel, EXEC. V.P.  
ADDRESS: .....  
AMOUNT OF SALE: \$90,000  
DEPOSIT: WAIVED

RECEIVED  
CLERK. CIRCUIT COURT  
1982 OCT -4 AM 10:25  
QUEEN ANNE'S COUNTY

Very truly yours,  
ALEX COOPER AUCTIONEERS, INC.

By: *Debbie A. Pridel*

MEMBER OF AUCTIONEERS  ASSOCIATION OF MARYLAND, INC.

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

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

JOSEPH A. COOPER  
President  
RES: 484-4987

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

STATE OF MARYLAND, CITY OF BALTIMORE Set:

I HEREBY CERTIFY, that on this 17<sup>th</sup> Day of September, 1982,  
before me, the subscriber, a Notary Public of the State of Maryland in and for  
Baltimore City,  
Baltimore County personally appeared

William

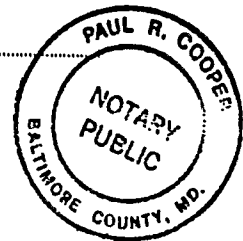
purchaser/s at the foreclosure sale in this cause, and made oath in due form of law  
that he/they—is/are the purchaser/s and purchased same as principal and not as an  
agent for anyone, or he/they purchased same as agent and his/their principal is  
....., and that he/they has/have not directly or indirectly  
discouraged anyone from bidding for the said Lot 1 Alka Rt. 1 Box 274 wci  
mentioned in the said Report of Sale. Windward Cove Court

William  
Purchaser

Purchaser

(SEAL)

Paul R. Cooper  
Notary Public



RECEIVED  
CLERK, CIRCUIT COURT  
1982 OCT -4 AM 10: 25  
QUEEN ANNE'S COUNTY

MEMBER OF AUCTIONEERS



ASSOCIATION OF MARYLAND, INC.

15 PAGE 753

JUDICIAL SALES • REAL STATE SALES • MERCHANDISE SALES • APPRAISALS

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

JOSEPH A. COOPER  
President  
RES.: 484-4987

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

STATE OF MARYLAND, CITY OF BALTIMORE Set:

I HEREBY CERTIFY, that on this 17<sup>th</sup> Day of September, 1982,  
before me, the subscriber, a Notary Public of the State of Maryland in and for  
Baltimore City, personally appeared  
Baltimore County

William F. Gisriel Exec. Vice President on behalf of Key Federal Savings Loan

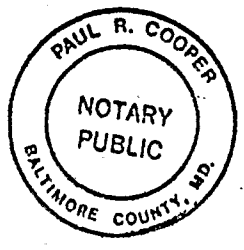
purchaser/s at the foreclosure sale in this cause, and made oath in due form of law  
that he/they—is/are the purchaser/s and purchased same as principal and not as an  
agent for anyone, or ~~he/they purchased same as agent and his/their principal is~~  
....., and that he/they has/have not directly or indirectly  
discouraged anyone from bidding for the said Lot 2 Alka Rt. 1 Box 274 WCA  
mentioned in the said Report of Sale. Windward Cove Court

Key Federal Savings of Cal  
Wm F. Gisriel  
Purchaser Exec Vice Pres

.....  
Purchaser

(SEAL) Paul R. Cooper  
Notary Public

RECEIVED  
CLERK, CIRCUIT COURT  
1982 OCT -4 AM 10:25  
QUEEN ANNE'S COUNTY



ORDER NISI ON SALE

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

EASTLAND CORPORATION, FRANK MIANO,  
JUNE MIANO, PAUL RIDDLEBERGER and  
BARBARA RIDDLEBERGER

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

Cause No. 7166

ORDERED, this 4th day of October, 1982, that  
the sale of the real property, made and reported in this cause by  
Bernard Dackman, Trustee, be ratified and confirmed,  
on or after the 4th day of November, 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 suc-  
cessive weeks before the 28th day of October, 1982.

The report states the amount of sales to be \$ 175,000.00.

Marquesite W. Mankin Clerk

Filed October 4, 1982

Centreville, Md. 9/15 1982**We Hereby Certify**

That the annexed advertisement of  
Trustee's Sale Case No. 7166  
 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 Sept. 1982.  
 And that the first insertion of said ad-  
 vertisement in the said RECORD  
 OBSERVER was on the 1st day of  
Sept. 1982, and the last  
 insertion on the 15th day of  
Sept. 1982.

Publishers, Record Observer

Per

RECEIVED  
CLERK, CIRCUIT COURT

1982 NOV 17 PM 1:54

QUEEN ANNE'S COUNTY

Gordon B. Heyman, Solicitor  
2221 Maryland Avenue  
Baltimore, Maryland 21218**Trustee's Sale**

2 VALUABLE FEE—SIMPLE PROPERTIES LOTS 1  
 & 2, WINDWARD COVE A/K/A RT. 1 BOX 274  
 WCI AND RT. 1 BOX 274 WC2 WINDWARD  
 COVE COURT GRASONVILLE, QUEEN ANNE'S  
 COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for  
 Queen Anne's County, Case No. 7166, the  
 undersigned, Trustee will sell at public auction on  
 the premises, on

**Fri., Sept. 17, 1982**

AT 1:00 O'CLOCK P.M.

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

BEING KNOWN AND DESIGNATED as Lots  
 numbered 1 and 2 as shown on a Plat entitled  
 "Windward Cove" which said plat is recorded  
 among the plat records of Queen Anne's County in  
 Plat Book CWC No. 4 folio 38.

The properties are in fee-simple. Lot 1 a/k/a/ Rt.  
 1 Box 274 WCI Windward Cove Ct. improved by a  
 1½-story colonial dwelling with aluminum siding  
 containing 7 rooms (3 bedrooms) 2½ baths,  
 fireplace, FWA electric heat pump & central air  
 conditioning. Porch, deck and attached 2-car  
 garage. Lot 2 a/k/a/ Rt. 1 Box 274 WC2 Windward  
 Cove Ct. improved by 2-story colonial dwelling with  
 aluminum siding containing 7 rooms (4 bedrooms)  
 2½ baths, fireplace, FWA electric heat pump and  
 central air conditioning. Porch, deck and 2-car  
 attached garage. The properties are water view.

The properties will be sold in an "as is"  
 condition, the trustee makes no representations,  
 warranties, express or implied, with respect to the  
 condition of the property, equipment, fixtures or  
 improvements.

Terms of Sale: A cash deposit or certified check  
 for \$7,500 on each property required of the  
 purchaser at the time of sale, balance of purchase  
 price is to be paid in cash within ten (10) business  
 days of the final ratification of sale by the Circuit  
 Court for Queen Anne's County, and that if  
 payment of the balance does not take place within  
 ten business days of ratification, the property will  
 be resold at the risk and expense of the purchaser.  
 Interest to be paid on unpaid purchase money at  
 the rate of the mortgage from date of sale to date  
 of settlement. Taxes and water rent to be adjusted  
 to date of sale. All other public charges and  
 assessments, payable on an annual basis, including  
 sanitary and/or metropolitan district charges to be  
 adjusted for the current year to date of sale and  
 assumed thereafter by the purchaser. Cost of all  
 documentary stamps and transfer taxes to be paid  
 by the purchaser.

Note: Financing available to qualified purchaser.

Bernard Dackman

Trustee.

ALEX COOPER AUCTIONS, INC.  
 345 N. CHARLES STREET  
 BALTIMORE, MARYLAND 21201  
 301-752-4868

RO-9-1-3t-05

Centreville, Md. 10/27 19 82

### We Hereby Certify

That the annexed advertisement of  
Equity Cause No. 7166

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 Oct. 1982.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 13th day of  
Oct. 1982, and the last  
insertion on the 27th day of  
Oct. 1982.

Publishers, Record Observer

Per

*M. H. N. N. N. N.*

ORDER NISI  
ON SALE  
KEY FEDERAL SAVINGS  
AND LOAN  
ASSOCIATION

vs.

EASTLAND CORPORA-  
TION, FRANK MIANO,  
JUNE MIANO, PAUL  
RIDDLEBERGER and  
B A R B A R A  
RIDDLEBERGER

In the Circuit Court  
for  
Queen Anne's County  
In Equity  
Cause No. 7166

ORDERED, this 4th day  
of October, 1982, that the  
sale of the real property,  
made and reported in this  
cause by Bernard  
Dackman, Trustee, be  
ratified and confirmed, on  
or after the 4th day of  
November, 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  
October, 1982.

The report states the  
amount of sales to be  
\$175,000.00

Marguerite W. Mankin  
Clerk

True Copy, Test:  
Marguerite W. Mankin  
Clerk

By: Anne F. Ward  
Deputy Clerk

Filed October 4, 1982

RO-10-13-31-011

RECEIVED  
CLERK, CIRCUIT COURT

1982 NOV 17 PM 1:54

UNFR

15 PAGE 757

KEY FEDERAL SAVINGS AND  
LOAN ASSOCIATION

Plaintiff

vs.

EASTLAND CORPORATION, et al

Defendants

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7166

\*\*\*\*\*

ORDER OF RATIFICATION OF SALE

It is ordered, this 18<sup>th</sup> day of November, 1982, by the Circuit Court for Queen Anne's County, in Equity, that the sales of the real estate mentioned in these proceedings, made and reported by Bernard Dackman, Trustee to William F. Wolfe, III (Lot 1, Windward Cove) and Key Federal Savings and Loan Association (Lot 2, Windward Cove), be and the same are hereby finally ratified and confirmed, no cause to the contrary thereto having been shown, although due notice has been given in accordance with the preceding Order Nisi passed in said cause.

And this cause is hereby referred to the Auditor of this Court to state an account of the trust fund, allowing therein to the Trustee the commissions allowable under the mortgage, and such other costs, fees, and expenses of the said Trustee, as he shall produce satisfactory vouchers therefor.

RECEIVED  
CLERK, CIRCUIT COURT  
1982 NOV 18 PM 2:14  
QUEEN ANNE'S COUNTY

Clayton C. Carter  
JUDGE

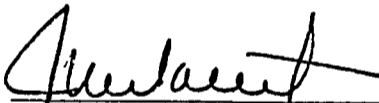


IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

KEY FEDERAL SAVINGS AND LOAN :  
ASSOCIATION :  
:  
v. : Chancery #7166  
EASTLAND CORPORATION et al. :  
:  
: : : : : :

REQUEST FOR ADDITIONAL COMPENSATION

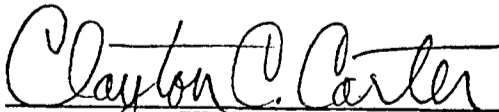
The above-entitled cause having been referred to the Auditor in accordance with Subtitle W of the Maryland Rules, the Auditor respectfully requests the allowance of extra compensation for the services performed by him for the reasons that he has been required, in addition to his customary and usual duties, to correspond with the fiduciary to obtain required information not furnished by him; to review the sales of two separate properties; to calculate and verify interest computed on a "floating" monthly basis; and to perform duties other than required in an ordinary audit.

  
\_\_\_\_\_  
John W. Sause, Jr.  
Auditor

ORDER

The foregoing Application having been read and considered, and it appearing that the Auditor has performed duties other than the customary and usual duties performed in an audit, it is this 22ND day of November, 1983, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of \$ 300.00 , together with out of pocket traveling and other expenses allowed by Second Circuit Rule 12 b, such fee and expenses to be paid from funds of the estate, subject to the right of any interested person to file exceptions to this allowance in the manner provided by Maryland Rule 595 g.

  
\_\_\_\_\_  
Clayton C. Carter  
JUDGE

CLERK  
1983 NOV 22 PM 2:20  
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION	:	
	:	
	:	
v.	:	Chancery #7166
EASTLAND CORPORATION et al.	:	
	:	
	:	
	:	
	:	

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE

*Lot #1			
Sale Price, as reported		\$ 85,000.00	
Interest on \$ 77,500.00			
from 09/17/82 to 11/05/82			
Computed @15% for September,			
@14.25% for October,			
@13.25% for November			
as collected (Note A)		1,780.86	
Real property taxes \$ 921.14			
net credit for period			
07/01 to 09/17/82		<u>202.46-</u>	\$ 86,578.40

*Lot #2			
Sale Price, as reported			90,000.00
Interest (Note B)			
Real property taxes (Note C)			<u>                    </u>

GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 176,578.40
-----------------------------------------	--	--	---------------

COMMISSIONS, payable to Fiduciary		\$ 8,900.00	
-----------------------------------	--	-------------	--

ATTORNEY FEE, as per Mortgage		1,500.00	
-------------------------------	--	----------	--

EXPENSES OF SALE			
Court costs	\$ 181.50		
Advertising			
Notice of sale	170.94		
Report of sale	57.75		
Bond premium	435.00		
Auctioneer's fee (2 lots)	400.00		
Certified mail	<u>7.75</u>	1,252.94	

AUDITOR'S FEE AND COSTS			
Fee for audit, per Order	\$ 300.00		
Postage & copies	<u>4.32</u>	<u>304.32</u>	<u>11,957.26-</u>

NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 164,621.14
From Lot #1: \$ 86,578.40			
Lot #2: \$ 78,042.74			<u>                    </u>

INDEBTEDNESS DUE UNDER MORTGAGE

Principal per Statement of Debt	\$ 191,250.00-	
Interest to 06/14/82, per Statement	29,050.09-	
Late charges, per Statement	1,389.27-	
1981/82 property taxes, per Statement	1,797.72-	
Additional 1981/82 property taxes	45.69-	
Insurance expense, per Statement	906.00-	
Interest on principal (Note A)		
06/15/82 to 07/31/82 @17%		
47 days @ \$90.31	\$ 4,244.69	
08/01/82 to 09/17/82 @16%		
48 days @ \$85	<u>4,080.00</u>	<u>8,324.69-</u>
		\$ 232,763.46-
NET CREDIT FROM CREDITOR/PURCHASER on 09/17/82 (See Note B)		<u>78,042.74</u>
BALANCE OWED BY DEBTORS after credit		\$ 154,720.72-
INTEREST 09/18/82 to 11/16/82 @ 16%		
60 days @ \$ 68.7648 (Note A)		4,125.89-
REMAINING PROCEEDS AVAILABLE FOR DISTRIBUTION		<u>86,578.40</u>
DEFICIT		\$ 72,268.21-

Note A: Interest rate to Mortgagors increased by agreements dated September 14, 1981, and March 3, 1982, supplied to Auditor and filed herewith. Attorney for Mortgagee explains that "the interest rate changes . . . were not recorded or made a matter of public record, and therefore, it was decided that it would be inequitable to charge the foreclosure purchasers the full interest rates." The Audit accepts this premise.

Note B: Net amount used by Creditor to discharge responsibilities as sale purchaser for deposit and pre-settlement interest credited as of date of sale for the reasons set forth in the Report filed in Chancery #7107, which is incorporated by reference in this Audit.

Note C: The Suggested Account made no claim for taxes for the period July 1 to September 17, 1982, with respect to Lot #2 and does not reflect that those taxes were paid by the creditor or the Fiduciary. Therefore, the fiduciary's collection of those taxes for the remainder of the 1982/83 fiscal year has been disregarded.

NOTICE

The attached Account was filed on November 23rd, 1983. 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 #7166. 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 November 23rd, 1983, 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:

Gordon B. Heyman, Esquire  
2221 Maryland Avenue  
Baltimore, Maryland 21218

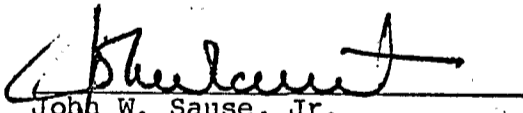
Eastland Corporation  
c/o Paul L. Riddleberger, President  
179 Dividing Court  
Arnold, Maryland 21012

Frank Miano  
1143 Cecil Avenue  
Millersville, Maryland 21108

June Miano  
1143 Cecil Avenue  
Millersville, Maryland 21108

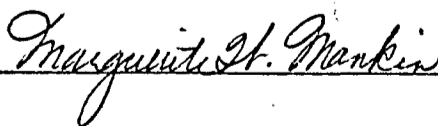
Paul L. Riddleberger  
179 Dividing Court  
Arnold, Maryland 21012

Barbara Riddleberger  
179 Dividing Court  
Arnold, Maryland 21012

  
John W. Sause, Jr.  
Auditor

NISI RATIFICATION OF AUDIT

ORDERED this 23rd day of November, 1983, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 9th day of December, 1983, unless cause to the contrary thereof be previously shown; provided notice is given in the manner provided by Maryland Rule 595 g to persons entitled thereto.

 Clerk

Filed: November 23, 1983

CLERK OF COURT  
1983 NOV 23 AM 9:10  
SOUTH CAROLINA COUNTY



KEY FEDERAL SAVINGS & LOAN ASSOCIATION

5400 Old Court Road  
P.O. Box 175  
Lundallstown, Md. 21133  
Phone (301)521-5361

September 14, 1981

Eastland Corporation  
1404 Crain Highway, South  
Suite 100  
Glen Burnie, MD 21061

Re: Mortgage Extension,  
Account #113060,  
Lots 1 & 2, Windward  
Cove, Queen Ann's Co.

Gentlemen:

The above referenced loan will mature on September 25, 1981. Key Federal will agree to an extension of this mortgage for a period of six months, subject to the following terms and conditions:

- A) Receipt of a written statement outlining the current disposition of the property and the reasons why this extension is necessary.
- B) Interest shall be calculated daily on funds advanced at one and one-half percent (1½%) over the highest rate charged by the Federal Home Loan Bank of Atlanta under its Advance Plan #1, during the preceding month. However, the interest rate charged herein shall not be less than 11% and not more than 20%.
- C) All other terms and conditions of the mortgage agreement remain as stated.

Please signify your acceptance of the terms and conditions of this extension by executing and returning a copy of this letter as soon as possible.

If you have any questions with regard to the above, please do not hesitate to call me.

Sincerely,

Accepted: Eastland Corp.

*Frank J. Miano*  
Frank J. Miano, Vice President

*William F. Gisriel, Jr.*  
William F. Gisriel, Jr.  
Executive Vice President

Member: Federal Savings  
and Loan Insurance  
Corporation

LISER

15 PAGE 763

CLERK  
1983 SEP 23 AM 9:10  
QUEEN ANNE'S COUNTY

KEY FEDERAL SAVINGS & LOAN ASSOCIATION

5400 Old Court Road  
P.O. Box 175  
Randallstown, Md. 21133  
Phone (301)521-3361

March 3, 1982

Eastland Corporation  
1404 Crain Highway South,  
Suite 100  
Glen Burnie, MD 21061

Re: Account #113060,  
Lots 1 & 2, Windward  
Cove, Queen Anne's Co.

Gentlemen:

The above referenced loan will mature on March 25, 1982. Key Federal will agree to an extension of this mortgage for a period of six months, subject to the following terms and conditions:

- A) Receipt of a written statement outlining the current disposition of the property and the reasons why this extension is necessary.
- B) Interest shall be calculated daily on funds advanced at one and one-half percent (1 1/2%) over the highest rate charged by the Federal Home Loan Bank of Atlanta under its Advance Plan #1, during the preceding month. However, the interest rate charged herein shall not be less than sixteen percent (16%) per annum and not more than twenty (20%) per annum.
- C) All other terms and conditions of the mortgage agreement remain as stated.

Please signify your acceptance of the terms and conditions of this extension by executing and returning a copy of this letter as soon as possible.

If you have any questions with regard to the above, please do not hesitate to call me.

Sincerely,

*William F. Gisriel, Jr.*  
William F. Gisriel, Jr.  
Executive Vice President

Accepted:  
*Paul Pellibing*

Member: Federal Savings  
and Loan Insurance  
Corporation

1983 NOV 23 AM 9:10  
QUEEN ANNE'S COUNTY

The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21617

CLAYTON C. CARTER, ASSOCIATE JUDGE

LIBER

15 PAGE 765


NOT RETURNED TO SENDER  
APR 24 1968  
NOT RESSAULTABLE AS COURT  
1-19-68  
Arnold, Maryland 21011  
MA

15 763

*The Second Judicial Circuit of Maryland*

CENTREVILLE, MARYLAND 21617

CLAYTON C. CARTER, ASSOCIATE JUDGE


 RETURNED TO  
 Ms Barbara Stiefelberger  
 ADDRESS: 45511 dino court  
 MD 20704  
 20704  
 UNABLE TO FORWARD



The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21617

CLAYTON C. CARTER, ASSOCIATE JUDGE

15 767

RETURNED TO SENDER  
NOT DELIVERABLE  
P.O. Box 100  
107 P.O. Box 100  
Arnold, Maryland 21012

KEY FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

EASTLAND CORPORATION et al.

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7166  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 9th day of December, 1983,  
by the Court that the account of the Auditor is finally ratified and  
confirmed, and Bernard Dackman, ~~Executive~~/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. ...* Clerk

Filed December 9, 1983



PURCHASE MONEY  
This Mortgage, made this 5 day of February, 1982, by and between

MARK R. MOSTEIKO and JANICE E. BURGEE, hereinafter called "Mortgagors"; and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a national banking association, hereinafter called "Mortgagee";

WHEREAS, the Mortgagors are jointly and severally indebted unto the Mortgagee in the full and just sum of THIRTY NINE THOUSAND NINE HUNDRED DOLLARS (\$39,900.00), for money this day lent and advanced to the Mortgagors, as represented by a promissory note for the said sum of THIRTY NINE THOUSAND NINE HUNDRED DOLLARS (\$39,900.00), bearing even date herewith and payable at the banking house of said body corporate in Centreville, Queen Anne's County, Maryland, with interest thereon from the date hereof at the rate of sixteen per centum (16%) per annum and the aforesaid principal indebtedness and the interest to accrue thereon shall be due and payable in 240 equal, consecutive, monthly installments of \$555.11 each, including interest, shall commence on the 5 day of March, 1982, and shall be due on the 5<sup>th</sup> day of each and every month thereafter until said indebtedness is fully paid and satisfied. Said Mortgagors shall have the right at any time without premium or penalty to prepay all or any part of the aforesaid principal indebtedness; provided, however, that all prepayments of principal shall be accompanied by the payment of all interest accruing to the date of such prepayment. Notwithstanding the aforesaid monthly payments, the entire principal balance and unpaid accrued interest shall mature at the expiration of three (3) months from the date of the execution of this mortgage and note, or at any time thereafter upon the demand of the Mortgagee.

WHEREAS, it was a condition precedent to the making of the aforesaid loan of THIRTY NINE THOUSAND NINE HUNDRED DOLLARS (\$39,900.00), represented by the aforesaid promissory note, that the same should be secured by the execution and delivery of this Mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: that in consideration of the premises and the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the said Mark R. Mosteiko and Janice E. Burgee, do hereby grant and convey unto The Centreville National Bank of Maryland, a national banking association, its successors and assigns, in fee simple, the following described real estates, to wit:

ALL those lots or parcels of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, being known and designated as Lot Nos. 25, 26 and 27, Block B, of the lands of Chester Beach, Inc., called or known as Romancoke on the Bay, all as more particularly described on a plat of said lands by William D. Purdum, registered surveyor, dated August 15, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 6 folio 330.

BEING the same lands granted and conveyed unto said Mortgagors by deed from J & R Building Corporation, dated the 5 day of Feb., 1982, and recorded, or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

SUBJECT, nevertheless, to the restrictive covenants and conditions contained in a deed from Chester Beach, Inc., unto Robert F. Podlich, dated the 8th day of September, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 6 folio 323; as modified by agreement between Chester Beach, Inc., Robert F. Podlich, et. al., dated the 29th day of October, 1952, and recorded among the Land Records aforesaid in Liber T.S.P. No. 7 folio 300; and as further modified by agreement between the said Chester Beach, Inc., Robert F. Podlich, et. al., dated the 3rd day of June, 1954, and recorded among the Land Records aforesaid in Liber T.S.P. No. 16 folio 278.

LIBER 182 PAGE 588

Should the title or equity of redemption in the mortgaged property be acquired in whole or in part by voluntary or involuntary deed, grant or assignment by any person(s), firm or corporation or should the Mortgagors be declared insolvent or bankrupt, then this mortgage shall be in default, and the balance of the mortgage debt then due or to become due shall, at the election of the Mortgagee, be immediately due and payable unless such deed, grant or assignment shall first be consented to in writing by the Mortgagee. The Mortgagors shall not, without the prior written consent of the Mortgagee, further encumber this property by a mortgage or deed of trust.

RECORDED  
CLEAR

1992 FEB -5 PM 3:07

GOVERNMENT SECURITY

FEB -5-82 \* 2 695 \*\*\*\*\*21.00  
FEB -5-82 A 2 695 \*\*\*\*\*21.00

LIBER 15 PAGE 771

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 any 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 signature and seals of the Mortgagors.

WITNESS:

*Vadell G. Downey*

*Mark R. Mosteiko* (SEAL)  
Mark R. Mosteiko

*Vadell G. Downey*

*Janice E. Burgee* (SEAL)  
Janice E. Burgee

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 5 day of Feb, 1982, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mark R. Mosteiko and Janice E. Burgee, 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 J. O. Pippin, Jr., President of The Centreville National Bank of Maryland, and he did make oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and further made oath that the principal sum hereof has been paid over and disbursed by the Mortgagee unto the Mortgagor at a time no later than the final and complete execution and delivery of this Mortgage by the Borrower; and also made oath that he is the Agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

*Vadell G. Downey*  
NOTARY PUBLIC

My Commission Expires: July 1, 1982

*guy*  
*As WH*

M-814

PROMISSORY NOTE

\$39,900.00

ADDRESS OF MAKER:

130 Allegany Road  
Stevensville, Maryland

DATE: FEBRUARY 5, 1982

FOR VALUE RECEIVED, the undersigned promises to pay to the order of The Centreville National Bank of Maryland, at its banking house located in Centreville, Queen Anne's County, State of Maryland, the sum of \$39,900.00, with interest from the date hereof at the rate of sixteen per centum (16%) per annum. Said indebtedness and the interest to accrue thereon shall be paid in 240 equal, consecutive, monthly installments of \$555.11 each, commencing on the 5<sup>th</sup> day of MARCH, 1982, and thereafter on the 5<sup>th</sup> day of each month until said indebtedness is fully paid and satisfied. This Note shall be subject to prepayment, at any time, in whole or in part, at the option of the maker, without premium or penalty, with interest to cease on the principal indebtedness so prepaid. Notwithstanding the aforesaid monthly payments, the entire balance and all unpaid accrued interest shall mature at the expiration of three (3) months from the date of the execution of this Note, or at any time thereafter upon the demand of the Mortgagee. 27.76

Upon non-payment of any installment of principal or interest, all remaining installments shall immediately become due and payable, at the option of the holder, or after demand, which shall be of such nature as to constitute maturity of the obligation, the whole of said indebtedness and all accrued but unpaid interest, shall immediately become due and payable at the option of the holder; and the maker or makers, and all other parties hereto, whether endorsers, sureties or guarantors, individually and severally waive presentment, demand, protest and notice of protest, consent to any extension of the time of payment, hereof made after maturity by agreement with the maker, makers, endorsers, sureties or guarantors, with or without notice, agree to pay all costs of suit and attorney's fees for collection of 15% of the amount due, and authorize any attorney of record to appear for me in any court, whether or not in recess and to confess judgment thereon, with interest and costs, with all exemptions and stay of exemption waived.

This Note is secured by a mortgage on premises in the Fourth Election District, Queen Anne's County, State of Maryland, being known as Lot Nos. 25, 26 and 27, Block B, Romancoke on the Bay.

WITNESS:

*Vacel Roman*  
*Vacel Roman*

*Mark R. Mosteiko* (SEAL)  
Mark R. Mosteiko

*Jenice E. Burgee* (SEAL)  
Jenice E. Burgee

365.44-111

130 Allegany Rd.  
Stevensville Md 21666

Book  
2-9-82

Prints 798

DAVID C. BRYAN  
111 Lawyers Row  
Centreville, Maryland 21617  
Attorney Named  
In Mortgage

v.

MARK R. MOSTEIKO and  
JANICE E. BURGEE  
130 Alleghany Road  
Stevensville, Maryland 21666  
Mortgagors

\* In The Circuit Court  
\* For Queen Anne's County  
\* In Equity  
\*  
\* No. 7310  
\*  
\*  
\*  
\*  
\*  
\* \* \* \* \*

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated February 5, 1982  
in the gross amount of \$39,900.00 by Mark R. Mosteiko  
and Janice E. Burgee, to The Centreville National Bank  
of Maryland \$39,900.00

With earned interest through Feb. 4, 1983 5,218.24

Late charges 305.25

Total \$45,423.49

Per diem interest rate \$17.49

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

This is to certify that on this 8<sup>th</sup> day of  
February, 1983, before me, the subscriber, a Notary 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 foregoing Statement Of Mortgage  
Indebtedness due by Mark R. Mosteiko and Janice E. Burgee,  
under the above described mortgage note is true to the best  
of his knowledge and belief, and there is no credit due  
thereon, except as shown, nor any security therefor except  
the said mortgage.



*William L. Harston*  
Notary Public  
My Commission Expires: 7/1/86

RECEIVED  
CLERK, CIRCUIT COURT  
1983 FEB -8 PM 2:03  
QUEEN ANNE'S COUNTY



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 Selected Risks, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of Forty-Five Thousand Dollars (\$45,000.00), current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 8<sup>th</sup> day of February, 1983;

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from Mark E. Mosteiko and Janice E. Burgee, to The Centreville National Bank of Maryland dated February 5, 1982, and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber M.W.M. No. 182, folio 587, 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 as aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the 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

Naugan L. Nauston

David C. Bryan (SEAL)  
David C. Bryan, Attorney  
Named in Mortgage

CERTIFIED COPY OF  
POWER OF ATTORNEY  
ATTACHED

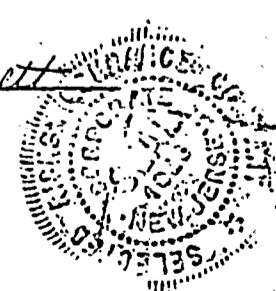
SELECTED RISKS

ATTEST:

By: Judith J. Barrett  
Attorney in Fact

James A. Hughes

Surety approved and  
Bond Filed  
Feb. 8, 1983



5/11/83 Cert. Attached

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

THIS IS TO CERTIFY, That the foregoing was truly taken and copied from Liber MWM no. 3, folio 298, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County this 17th day of March, 1983.

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

DAVID C. BRYAN	*	In The Circuit Court
111 Lawyers Row	*	
Centreville, Maryland 21617	*	For Queen Anne's County
Attorney Named	*	
In Mortgage	*	In Equity
	*	
v.	*	No. 7310
	*	
MARK R. MOSTEIKO and	*	
JANICE E. BURGEE	*	
130 Alleghany Road	*	
Stevensville, Maryland 21666	*	
Mortgagors	*	
* * * * *	*	

RECEIVED  
 CLERK, CIRCUIT COURT  
 1983 FEB 25 PM 2:51  
 QUEEN ANNE'S COUNTY

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of David C. Bryan, Attorney Named in Mortgage, from Mark R. Mosteiko and Janice E. Burgee, to The Centreville National Bank of Maryland, dated February 5, 1982, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 182, folio 587, in which mortgage the Mortgagee is granted the power of sale after any default in the terms of said mortgage, respectfully shows:

That default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the note secured by said mortgage, the said David C. Bryan filed in this Honorable Court his Order To Docket Suit to foreclose said mortgage, accompanied by the said mortgage, his sworn statement as to the mortgage indebtedness and his bond given to the State of Maryland, executed by himself and Selected Risks, a body corporate, duly authorized by its charter to become sole surety in the full and just sum of Forty-Five Thousand Dollars (\$45,000.00), containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Queen Anne's Record Observer, a newspaper published in said County at least once each week for three (3) successive weeks, the first such publication being not less than fifteen (15) days prior to sale, and last such publication being not more than one (1) week prior to sale, and after having sent, not earlier than twenty (20) days and not later than five (5) days before the date of sale, by registered mail to the mortgagors, at their last known address, notice of the time, place and terms of sale, the said David C. Bryan did attend, in front of the Courthouse door, in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 11:30 A.M., Eastern Time, on February 25, 1983, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, did sell all those lots or parcels 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 J.O. Pippin, Jr., as agent for The Centreville National Bank of Maryland, being then and there the highest bidder(s) therefor, at and for the sum of Thirty Thousand Dollars (\$30,000.00).

The purchaser is the mortgagee and the said David C. Bryan is satisfied that the purchaser will make full settlement of the purchase price in accordance with the Advertisement of Sale.

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

This report states the amount of sale to be Thirty Thousand Dollars (\$30,000.00).

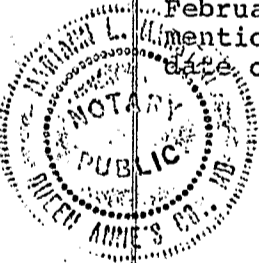
Respectfully submitted,

David C. Bryan  
David C. Bryan  
Attorney Named In Mortgage

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

I hereby certify, that on this 27<sup>th</sup> day of February, 1983, 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 foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

And further made oath as aforesaid that there has been no change in the matters and facts set forth in the affidavit as to the military service filed in this cause on February 8, 1983, 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.



William L. Traister  
Notary Public  
My Commission Expires: 7/1/86





DAVID C. BRYAN  
 111 Lawyers Row  
 Centreville, Maryland 21617  
 Attorney Named  
 In Mortgage

v.

MARK R. MOSTEIKO and  
 JANICE E. BURGEE  
 130 Alleghany Road  
 Stevensville, Maryland 21666  
 Mortgagors

\* \* \* \* \*

\* In The Circuit Court  
 \*  
 \* For Queen Anne's County  
 \*  
 \* In Equity  
 \*  
 \* No. 7310  
 \*  
 \*  
 \*  
 \*  
 \* \* \* \* \*

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, that I did sell at public auction:

ALL those lots or parcels of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, being known and designated as Lot Nos. 25, 26 and 27, Block B of the Romancoke on the Bay.

TOGETHER with the buildings and improvements thereon 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 February 25, 1983, beginning at the hour of 11:30 A.M., Eastern Time, unto

THE CENTREVILLE NATIONAL BANK

at and for the sum of THIRTY THOUSAND  
Dollars (\$ 30,000.00 ).

*Joseph A. Jackson, Jr.*  
Joseph A. Jackson, Jr.  
Auctioneer

RECEIVED  
CLERK, DANIEL BOYD  
1983 FEB 25 PM 2:52  
QUEEN ANNE'S COUNTY

Centreville, Md. 2/23 19 83

### We Hereby Certify

That the annexed advertisement of  
Sale - Mosteiko - Burgee

was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 25th day of Feb. 19 83.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 9th day of  
Feb. 19 83, and the last  
insertion on the 23rd day of

Feb. 19 83

Queen Anne's County

Publishers, Record Observer

Per [Signature]

RECEIVED  
CLERK OF COURT  
1983 FEB 25 AM 2:52  
QUEEN ANNE'S COUNTY

## Attorney's Sale

OF  
VALUABLE FEE SIMPLE REAL ESTATE  
TWO BEDROOM RESIDENCE  
WATER VIEW - THREE LOTS

Under and by virtue of the power of sale contained in the mortgage from Mark R. Mosteiko and Janice E. Burgee, to The Centreville National Bank of Maryland dated February 5, 1982, and recorded among the land records of Queen Anne's County, Maryland, in Liber M.W.M. No. 182, folio 587, default having occurred in the terms of said mortgage; the undersigned attorney, being specifically authorized to exercise the power of sale therein contained, will offer at public auction in front of the Court House Door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 11:30 A.M., Eastern Time, on

**Friday, Feb. 25, 1983**

the following described real estate, to wit:

ALL those lots or parcels of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, being known and designated as Lot Nos. 25, 26 and 27, Block B, of the lands of Chester Beach, Inc., called or known as Romancoke on the Bay, all as more particularly described on a plat of said lands by William D. Purdum, registered surveyor, dated August 15, 1952, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 6, folio 330.

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

IMPROVEMENTS: Attractive one story frame rancher with a view of Eastern Bay, located on three lots, containing two bedrooms, one bath, hot water baseboard heat and well to wall carpet.

TERMS OF SALE: The purchaser(s) shall be required to pay ten percent (10%) of the purchase price in cash or by certified check on the day of sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court of Queen Anne's County and to bear interest at sixteen percent (16%) from day of sale to day of settlement, or all cash on the day of sale as the purchaser(s) may elect. Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deed, title papers, documentary stamps, transfer tax and notary fees to be paid by the purchaser(s).

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule BR6b3 of the Maryland Rules of Procedure.

Time is of the essence. Compliance with the terms of sale shall be made within the times herein set forth, or the deposit shall be forfeited and the property resold at the risk and expense of the defaulting purchaser(s).

All improvements are sold in an "as in" condition.

DAVID C. BRYAN  
Attorney named in Mortgage  
111 Lawyers Row  
Centreville, Md. 21617  
Telephone: 758-1643

Joseph A. Jackson, Jr.  
Auctioneer

RO-2-9-3t-018

## ORDER NISI ON SALE

DAVID C. BRYAN, Attorney named  
in Mortgage

vs.

MARK R. MOSTEIKO and  
JANICE E. BURGEEIn the Circuit Court  
for Queen Anne's County

In Equity

Cause No. 7310

ORDERED, this 25th day of February, 1983, 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 31st day of March, 1983, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 24th day of March, 1983.

The report states the amount of sales to be \$30,000.00.

Margaret H. Minkin Clerk

Filed February 25, 1983

Centreville, Md. 3/23 19 83

### We Hereby Certify

That the annexed advertisement of  
Order Nisi Mosteiko  
was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 24th day of March 19 83.  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 9th day of  
March 19 83, and the last  
insertion on the 23rd day of  
March 19 83.

Publishers, Record Observer

Per

*Betty M. Comegys*

ORDER NISI  
ON SALE  
DAVID C. BRYAN  
Attorney named in  
Mortgage

vs.  
MARK R. MOSTEIKO and  
JANICE E. BURGEE,  
In the Circuit Court

for  
Queen Anne's County  
In Equity

Cause No. 7310

ORDERED, this 25th day  
of February, 1983, 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  
31st day of March, 1983,  
unless cause to the con-  
trary thereof be previously  
shown; provided a copy of  
this order be inserted in  
some newspaper published  
in Queen Anne's County,  
Maryland, once in each of  
three successive weeks  
before the 24th day of  
March, 1983.

The report states the  
amount of sales to be  
\$30,000.00

Marguerite W. Mankin  
Clerk

True Copy, Test:  
Marguerite W. Mankin  
Clerk

By: Betty M. Comegys  
Deputy Clerk

Filed February 25, 1983

RO-3-9-1-019

RECEIVED  
CLERK, CIRCUIT COURT  
1983 APR -6 AM 9:00  
QUEEN ANNE'S COUNTY

DAVID C. BRYAN \* In The Circuit Court  
111 Lawyers Row \*  
Centreville, Maryland 21617 \* For Queen Anne's County  
Attorney Named \*  
In Mortgage \* In Equity  
v. \* No. 7310  
MARK R. MOSTEIKO and \*  
JANICE E. BURGEE \*  
130 Alleghany Road \*  
Stevensville, Maryland 21666 \*  
Mortgagors \*  
\* \* \* \* \*

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this 8<sup>th</sup> day of April, 1983, 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 voucher thereof to the Auditor.

*Cayton C. Carter*  
\_\_\_\_\_  
Judge

RECEIVED  
CLERK, CIRCUIT COURT  
1983 APR -8 PM 1:54  
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

DAVID C. BRYAN :  
 Attorney Named InMortgage :  
 v. : Chancery #7310  
 MARK R. MOSTEIKO :  
 JANICE E. BURGEE :  
 Mortgagors :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		\$ 30,000.00	
Interest on \$ 27,000.00 at 16%			
from 2/25/83 to 4/20/83			
54 days @ \$11.84 per day		639.36	
Real property taxes \$ 330.20			
from 2/25 to 6/30/83			
125 days at \$ 0.905		<u>113.13</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 30,752.49
COMMISSIONS, payable to Fiduciary	\$ 1,650.00		
ATTORNEY FEE, as per Mortgage	250.00		
EXPENSES OF SALE			
Court costs	\$ 134.50		
Advertising			
Notice of sale	184.80		
Report of sale	53.13		
Bond premium	180.00		
Auctioneer's fee	75.00		
Real property taxes paid	330.20		
Certified mail	<u>3.10</u>	960.73	
AUDITOR'S FEE AND COSTS			
Fee for audit, per order	\$ 45.00		
Postage & copies	<u>1.22</u>	<u>46.22</u>	<u>2,906.95-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 27,845.54
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal, per Statement of Debt	\$ 39,900.00		
Interest to 2/04/83, per Statement	5,218.24		
Late charges, per Statement	305.25		
Interest on principal at 16%			
2/04/83 to 4/26/83 81 days at \$17.49	<u>1,416.69</u>	<u>46,840.18-</u>	
DEBT REMAINING UNDER MORTGAGE AFTER DISTRIBUTION OF AMOUNT AVAILABLE			\$ 18,994.64-

**FILED**

MAY 13 1983

CIRCUIT COURT  
 QUEEN ANNE'S CO.

NOTICE

The attached Account was filed on the 10<sup>th</sup> day of May, 1983. 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

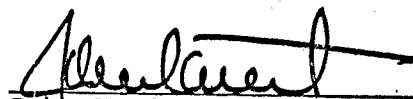
I hereby certify that I have examined the suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Chancery Cause #7310. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it 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 10<sup>th</sup> day of May, 1983, 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:

David C. Bryan  
111 Lawyers Row  
Centreville, Maryland 21617

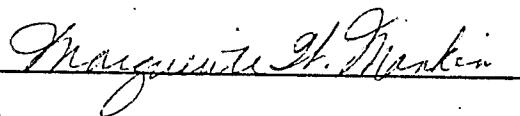
Mark R. Mosteiko  
130 Alleghany Road  
Stevensville, Maryland 21666

Janice E. Burgee  
130 Alleghany Road  
Stevensville, Maryland 21666

  
John W. Sause, Jr.  
Auditor

NISI RATIFICATION OF AUDIT

ORDERED this 10<sup>th</sup> day of May, 1983, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 26<sup>th</sup> day of May, 1983, unless cause to the contrary thereof be previously shown; provided notice is given in the manner provided by Maryland Rule 595 g to persons entitled thereto.

 Clerk

Filed: May 10, 1983



DAVID C. BRYAN, Attorney named  
in Mortgage

vs.

MARK R. MOSTEIKO  
JANICE E. BURGEE

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7310  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 26th day of May, 1983,  
by the Court that the account of the Auditor is finally ratified and  
confirmed, and David C. Bryan, Attorney, ~~XXXXXXXXXXXX~~,  
is directed to apply the proceeds accordingly, with a due proportion of  
interest as the same has been or may be received.

Marguerite H. McKee Clerk

Filed May 26, 1983

ROBERT E. MOLLOY  
ASSIGNEE

v.

GLENN E. BROWN and  
DONNA J. BROWN

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY #7248

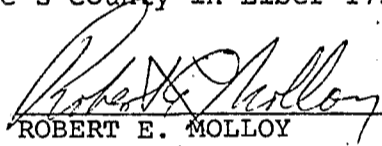
\*\*\*\*\*

MR. CLERK:

NOV 12-82 A 221337 \*\*\*\*\*60.00

Please docket the above entitled case and file among  
the papers the attached mortgage instrument as Plaintiff's  
exhibit number one:

Exhibit 1 - Original mortgage from Glen E. Brown and  
Donna J. Brown, his wife, to Edward M. Presnell and Romaine  
Presnell, his wife, dated September 9, 1980, and recorded among  
the Land Records of Queen Anne's County in Liber 173, folio 90.



ROBERT E. MOLLOY  
7420 Baltimore-Annapolis Blvd.  
Glen Burnie, Maryland 21061  
766-9237

RECEIVED  
CLERK, CIRCUIT COURT  
1982 NOV 12 AM 10:41  
QUEEN ANNE'S COUNTY

MORTGAGE — INDIVIDUAL — FEE OR LEASEHOLD — MONTHLY PAYMENT — PRINCIPAL, INTEREST AND EXPENSES

PURCHASE MONEY  
THIS MORTGAGE, is made this 9<sup>th</sup> day of September, 19 80

by and between GLENN E. BROWN and DONNA J. BROWN, his wife, -----

part <sup>ies</sup> of the first part, hereinafter referred to as Mortgagor, whose address is: Route 1, Box 722J, Stevensville, Maryland, 21666, -----  
and EDWARD M. PRESNELL and ROMAINE PRESNELL, his wife, -----

part <sup>ies</sup> of the second part, hereinafter referred to as Mortgagee, whose address is: 269 Arundel Beach Road, Severna Park, Maryland.

WHEREAS, Mortgagor is bona fide indebted to Mortgagee in the sum of FORTY SEVEN THOUSAND and 00/100

Dollars (\$47,000.00 -----) for money this day loaned by Mortgagee to Mortgagor, being all or a part of the purchase money for the hereinafter described property, which principal sum Mortgagor hereby covenants and agrees to repay to Mortgagee, together with interest on unpaid remaining balances at the rate of Twelve ----- percent

( 12 % ) per annum, in monthly installments of principal and interest in the amount of FIVE HUNDRED

SEVENTEEN ----- Dollars and Fifty-two ----- Cents (\$517.52 -----), beginning on the first day of November, 19 80, and monthly thereafter until the full amount of

said principal and interest thereon shall have been paid; any balance of principal or interest due or unpaid on the first day of October, ~~XX~~ 200, shall be due and payable on said date;

MAR -6 01 7 52 PM '80

All sums aforesaid are to be paid in lawful money of the United States of America which shall be the legal tender in payment of all debts and dues, public and private, at the office of the Mortgagee at the address hereinabove stated, or at such other address as the Mortgagee or the holder of this mortgage may, from time to time, designate in writing;

And in order to secure and assure the repayment of said principal sum, the interest thereon and the performance of the covenants herein contained, this mortgage is executed.

NOW, THEREFORE, This Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, Mortgagor does hereby grant, convey and assign to Mortgagee in fee simple ~~the premises~~ in, all

that lot(s) of ground and premises situate and lying in Queen Anne's County, -----

State of Maryland, and described as follows, that is to say:

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Romancoke on the Bay, Second Section", by James H. Ludlow, Registered Surveyor, dated May, 1958, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 41, folio 386, said lot being known and designated thereon as Lot 4, Block P, of Romancoke on the Bay, Section Section.

RECEIVED  
CLERK, CIRCUIT COURT  
1981 MAR -6 AM 9:35  
QUEEN ANNE'S COUNTY

BEING the same lot(s) of ground and premises which by Deed dated September 9, 1980 and recorded or intended to be recorded, immediately prior hereto, among the Land Records of Queen Anne's County, State of Maryland, was granted and conveyed/assigned by EDWARD PRESNELL to the Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground, with the improvements and appurtenances aforesaid, to the said Mortgagee, in fee simple as tenants by the entireties.

PROVIDED, that if the said Mortgagor shall well and truly pay or cause to be paid the aforesaid principal sum of FORTY SEVEN THOUSAND

Dollars and 00/100 Cents (\$ 47,000.00 ), and all the interest thereon when and as such payments shall respectively be due and payable as aforesaid and shall perform each and all of the covenants herein on Mortgagor's part to be performed, then this Mortgage shall be void.

But upon any default being made in the payment of said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured and then unpaid may thereupon be declared to be due and payable, at the option of the Mortgagee, after such default shall have continued for thirty (30) days.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the herein described property at any time after a default has occurred in any of the covenants of this mortgage, as herein provided; and the said Mortgagor hereby authorizes the said Mortgagee, or ROBERT E. MOLLOY the duly authorized attorney or agent of said Mortgagee, after any default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the aforesaid Statute and Rules; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any such sale of said property under this mortgage, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a counsel fee of SIX HUNDRED and 00/100

Dollars (\$ 600.00 ) for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee hereunder, whether the same shall have matured or not, including interest thereon until the final ratification of the final Auditor's Account in the foreclosure proceedings; (3) and the balance if any, to the said Mortgagor, or to whomever may be entitled to same. And in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof, the Mortgagor hereby covenants to pay also, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland and a counsel fee of THREE HUNDRED and 00/100 Dollars (\$ 300.00 ); but said sale may be proceeded with unless, prior to the day appointed therefor, payment be made of said principal and interest, costs, expenses, commission and fee.

AND the said Mortgagor hereby covenants with the Mortgagee as follows:

(1) To repay the mortgage indebtedness hereby secured, together with the interest thereon at the rate aforesaid, at the times and in the amounts aforesaid;

(2) To purchase and pay the premiums thereon, during the term of this mortgage, of all policy or policies of fire and extended coverage insurance on the improvements on the above described lot of ground insuring the same against loss by fire and other hazards, usually referred to as "extended coverage," with an endorsement thereon making the proceeds of the policy or policies, in event of damage by fire or other covered casualty, payable to the Mortgagee to the extent of Mortgagee's lien on the land and improvements, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, in amounts sufficient to protect Mortgagee's lien thereon, and to deliver the policy or policies and all renewal policies or receipts to the Mortgagee; and in the event of any loss by fire or other casualties, the insurance company or companies issuing said policy or policies are hereby, and in said policy or policies are to be, directed by the Mortgagor to make payment for such loss to the Mortgagee only, to the extent of its lien thereon and any unpaid insurance premiums or taxes and other expenses advanced, and not to the Mortgagor and Mortgagee jointly; such payment to the Mortgagee shall be applied to the extinguishment of the principal, interest and other obligations secured by this mortgage, whether then due or not; however, the Mortgagee, in lieu thereof, may consent, in writing, to the application by the Mortgagee of the said insurance proceeds to the reconstruction of the improvements on the mortgage property;

(3) To pay all taxes, water and sewer charges and other public dues and assessments of every kind whatsoever for which the property hereby mortgaged may become liable, and to pay all ground rent, if any, when and as the same shall become due and payable and to deposit receipts for the same with the Mortgagee within 30 days after the due date for such payments;

(4) To pay to the Mortgagee, on the same date upon which the payment on account of principal and interest are made, for the purpose of establishing a fund to assure the payment of the taxes, water and sewer charges, and other public dues and charges, the ground rent, if any, the premiums on the policies of fire and extended coverage and any other obligations for which the above-described property may become liable, one-twelfth ( $\frac{1}{12}$ th) of the yearly aggregate of such payments as estimated by the Mortgagee. Said amounts so paid to the Mortgagee shall be held by the Mortgagee in trust solely for the purposes indicated and the funds may be commingled with other funds of the Mortgagee, such deposit as herein required shall be known as "Expense Account." The Mortgagee shall credit to said Expense Account interest thereon at the prevailing annual rate for savings accounts or percent ( %) computed on the average monthly balance accrued in such Expense Account. In the event the Mortgagor fails to provide sufficient funds to pay said expenses, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt herein and shall bear interest at the rate hereinbefore stated as the interest payable on the principal debt, from the date of such payment or payments, and said Mortgagee shall have a lien under this Mortgage on the premises hereinbefore described for the amount or amounts so paid, together with the interest thereon as herein stated upon the principal debt. Failure to establish and maintain the aforesaid expense account for the payment of the aforesaid expenses shall, at the option of the Mortgagee, constitute a default in this Mortgage, for which foreclosure of this Mortgage may be instituted.

(5) Not to permit, commit or suffer to be committed any waste, impairment or deterioration of said above described property or any part thereof; and

(6) To pay a late charge not to exceed the greater of Two Dollars (\$2.00) or one twentieth ( $\frac{1}{20}$ th) of the total amount of any delinquent or late periodic installments of principal and interest which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof.

It is further agreed between the parties:

1. Each monthly payment made by the Mortgagor and paid to the Mortgagee, where the amount or amounts shall not be equal to the required monthly payments of principal, interest and the Expense Account, shall be applied as follows: First: To the payment of the interest due on the date of said payment; Second: Any balance remaining shall be credited on account of the unpaid principal due as of such date; and Third: Any balance remaining shall be credited to the Expense Account.

2. The holder of this mortgage, in any action to foreclose the same, shall be entitled, without regard to the adequacy of the security for the debt, to have a receiver appointed by the Court to collect the rents and profits of said property and account therefor as the Court may direct.

3. Should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or conveyed or encumbered in any manner, without the Mortgagee's, or other holder of this Mortgage, consent in writing or should the Mortgagor, or any one or more of the Mortgagor group, if more than one, be declared insolvent or bankrupt, then the balance then due or to become due on said principal indebtedness shall, at the option of the Mortgagee, become due and payable and constitute a ground of foreclosure if not paid on demand.

4. At the option of the Mortgagee, the entire indebtedness then unpaid and secured hereby shall become due and payable after a default in the payment of any monthly installment of principal or interest, as herein provided, shall continue for thirty (30) days, or after default, in the performance of any of the covenants or conditions hereof shall have continued for thirty (30) days;

5. The Mortgagee, at Mortgagee's election, may sell the property hereinabove described at the foreclosure sale, subject to one or more of the tenancies entered into subsequent to the recording of the mortgage, provided such fact is disclosed in the advertisement of the sale;

6. Should any portion of the above described property, or an easement appurtenant thereto, be condemned or taken under eminent domain, all or such part of any award or proceeds, as Mortgagee shall be entitled to receive in payment of the balance due on principal and interest and shall declare the same in writing, is, by this instrument assigned by Mortgagor to Mortgagee for payment of the said principal and interest due on said mortgage indebtedness, and Mortgagee is hereby authorized to give receipts and releases therefor; and

7. Until default is made, the said Mortgagor may retain possession of the hereby mortgaged property.

8. Each of the parties hereto, Mortgagor and Mortgagee, shall promptly advise the other of any change in the address of either.

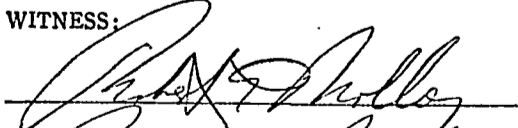
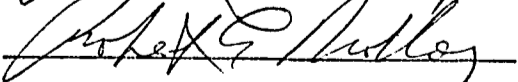
THE Mortgagor warrants specially the property hereby mortgaged and will execute such further assurances of the same as may be requisite.

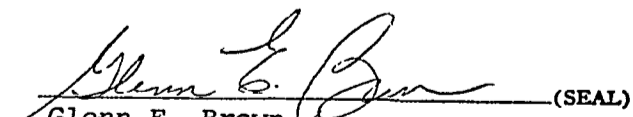
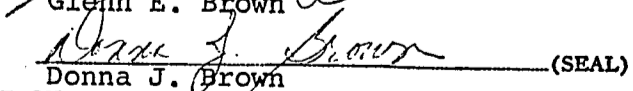
Whenever used herein, the words "Mortgagor" and "Mortgagee" shall include the heirs, personal representatives and/or assigns of the Mortgagor or Mortgagors, or Mortgagee or Mortgagees, and the successors and/or assigns of the Mortgagee or Mortgagees. The use of any gender shall be applicable to all genders and "Mortgagee" shall include any payee of the indebtedness hereby secured, or any transferee thereof whether by operation of law or otherwise. The use of the singular shall include the plural, and the plural the singular.

THE Mortgagor by execution of this instrument certifies that, prior to such execution, he has received a fully executed agreement as to the contractual rate of interest, and a loan disclosure statement in connection with this loan as required by Commercial Law Article of the Annotated Code of Maryland, Section 12 (Acts of 1975, Chapter 49); and the parties agree that the provisions of Section 12 of the Commercial Law Article of the Annotated Code of Maryland, as to delinquent or late payment charges and prepayment terms, are made a part of this Mortgage agreement, unless other provisions regarding the same are specifically set out herein.

WITNESS the hands and seals of said Mortgagors.

WITNESS:

 (SEAL)  
 Glenn E. Brown  
 (SEAL)  
 Donna J. Brown

(ACKNOWLEDGMENT ON FOLLOWING PAGE)

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

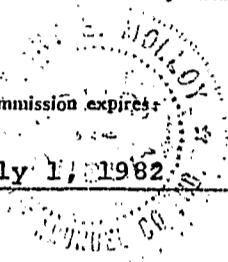
I HEREBY CERTIFY that on this 9<sup>th</sup> day of September, 1980 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared GLENN E. BROWN and DONNA J. BROWN, his wife known to me, or satisfactorily proven, to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

At the same time also appeared EDWARD M. PRESNELL and ROMAINE PRESNELL, his wife, and made oath in due form of law that he is the agent of the party/parties secured by the foregoing mortgage, that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth; and that the amount of the loan which the foregoing mortgage has been given to secure was paid over and disbursed by the party secured by the mortgage, to either the borrower or the person responsible for disbursement of funds in the closing transaction, or their respective agent, at a time no later than the execution and delivery of the mortgage by the borrower.

AS WITNESS my hand and notarial seal.

My commission expires:

July 1, 1982



*Robert E. Molloy*  
Notary Public

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

*Robert E. Molloy*  
Attorney

42105,007

# MORTGAGE

FROM

GLENN E. BROWN and

DONNA J. BROWN, his wife

TO

EDWARD M. PRESNELL and

ROMAINE PRESNELL, his wife

BLOCK NO. \_\_\_\_\_

Received for Record, *Mackle*, 19 *81*

at *9:35* o'clock *A.M.* Same day recorded

in Liber *MUM* No. *173* Folio *90* &c.,

one of the Land Records of *C.A.*

and examined per

*Morgan Co. Clerk*

Cost of Record, \$ *16.00* pd.

ROBERT E. MOLLOY, Esquire  
207 Baltimore-Annapolis Blvd., NW  
Glen Burnie, Maryland 21061  
(301) 766-9237

THE DAILY RECORD CO., BALTIMORE, MD. 21202

DOCUMENT NO. 110,496

No. RECEIVED  
Re. CLERK. CIRCUIT COURT RECEIVED FOR RECORD

1982 NOV 12 AM 10:41

QUEEN ANNE'S COUNTY

# Assignment

NOV 12-82 A #21338 \*\*\*\*\*13.00

OF MORTGAGE FROM Glen E. Brown and Donna J. Brown, his wife

TO Edward M. Presnell and Romaine Presnell, his wife AS RECORDED IN

LIBER MM NO. 173 FOLIO 90

MAIL TO Place in Equity No. 7248

## ASSIGNMENT

For VALUE RECEIVED, Edward M. Presnell and Romaine Presnell, his wife, hereby assign the within and foregoing mortgage and the debt thereby secured to Robert E. Molloy, attorney, as Assignee for the Purpose of Foreclosure and Collection.

AS WITNESS the signatures of the mortgagees this 4th day of October, 1982.

Nancy S. Wilson \_\_\_\_\_ Edward M. Presnell  
EDWARD M. PRESNELL

Nancy S. Wilson \_\_\_\_\_ Romaine Presnell  
ROMAINE PRESNELL

*Recorded  
MM 190 folio 90*

ROBERT E. MOLLOY	*	IN THE
ASSIGNEE	*	
	*	CIRCUIT COURT
v.	*	
	*	FOR
GLENN E. BROWN and	*	QUEEN ANNE'S COUNTY
DONNA J. BROWN	*	
	*	IN EQUITY 7248

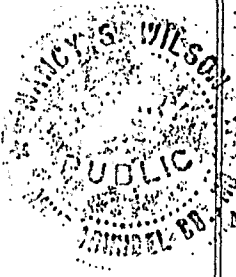
\*\*\*\*\*

NON MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY that on this 5th day of November, 1982 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert E. Molloy, Assignee, and made oath in due form of law that he knows the Defendants herein and that to the best of his information, knowledge and belief:

- (1) Said Defendants are not in the Military Service of the United States of America.
- (2) Said Defendants are not in the Military Service of any Nation allied with the United States of America.
- (3) Said Defendants are not a member of the Enlisted Reserve Corps who has been ordered to report for military service.



Nancy J. Wilson  
NOTARY PUBLIC

My Commission Expires: July 1, 1986.



ROBERT E. MOLLOY  
ASSIGNEE

v.

GLEN E. BROWN and  
DONNA J. BROWN

\*  
\*  
\*  
\*  
\*

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY <sup>1946</sup>

\*\*\*\*\*

STATEMENT OF MORTGAGE DEBT

Statement of mortgage claim of Edward M. Presnell and Romaine Presnell, his wife, under the Mortgage from Glen E. Brown and Donna J. Brown, his wife, dated the 9th day of September 1980 and recorded among the Land Records of Queen Anne's County in Liber 173 page 90.

Principal balance as of August 1, 1982      \$45,837.11  
Plus interest of \$15.06 per day

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

I HEREBY CERTIFY that on this 5th day of November, 1982, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Robert E. Molloy, Assignee and made oath in due form of law that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Nancy J. Wilson  
NOTARY PUBLIC

My Commission Expires: July 1, 1986.



Maryland

LIBER



# Western Surety Company

## TRUSTEES, MORTGAGEES, ATTORNEYS OR FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS:

BOND No. **60026049**

That we, Robert E. Malloy, as Principal, and the WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, as Surety, authorized to do business in the State of Maryland, are held and firmly

bound in the sum of Fifty-Five Thousand (\$ 55,000.00) DOLLARS, (NOT VALID IF FILLED IN FOR MORE THAN \$500,000.00)

to be paid to the said State of Maryland or its certain Attorney, to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, by these presents.

Sealed with our seals and dated this 17th day of January, 1983.

WHEREAS, the above bounden Robert E. Malloy wife by virtue of the power contained in a mortgage from Glenn E. Brown & Donna J. Brown, his to Robert E. Malloy

bearing date the 9th day of September, 1980 and recorded among the mortgage records of Queen Anne's County

in Liber 173/88 No. \_\_\_\_\_ Folio \_\_\_\_\_

and Robert E. Malloy 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. Malloy

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

Signed, Sealed and delivered in the presence of

As to Principal

\_\_\_\_\_  
Principal

As to Surety

B. Norton  
\_\_\_\_\_  
Principal

N. Math  
\_\_\_\_\_  
Principal

WESTERN SURETY COMPANY

By Joe Kirby President

Countersigned by Morris S. Resman Maryland Resident Agent

RECEIVED  
CLERK, CIRCUIT COURT

Surety Approved  
Bond filed

1983 JAN 19 AM 10:51

1208-5-81

QUEEN ANNE'S COUNTY

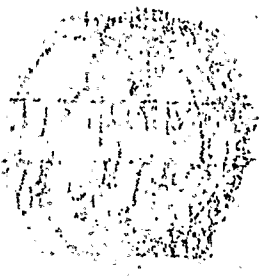
LIBER

3 PAGE 257

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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MWM No. 3, Folio 287, 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 Anne's County, this 26th day of January, 1983.

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

ROBERT E. MOLLOY, Assignee	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS.	*	FOR
GLENN E. BROWN and	*	QUEEN ANNE'S COUNTY
DONNA J. BROWN, his wife	*	EQUITY NO. 7248

\* \* \* \* \*

REPORT OF SALE

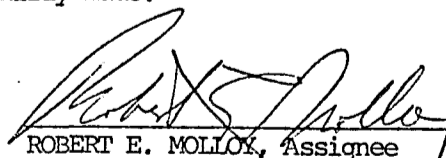
Robert E. Molloy, Assignee, by virtue of the authority contained in a certain mortgage from Glenn E. Brown and Donna J. Brown, his wife, to Edward M. Presnell and Romaine Presnell, his wife, dated September 9, 1980, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 173, folio 90, respectfully reports unto your Honor as follows:

That after default had occurred under the terms of said mortgage and at the request of the party secured thereby, and after having given bond with security for the faithful performance of his trust as required by law, and after having given due notice of the time, place, manner and terms of sale by advertisement inserted in the Queen Anne Record, a newspaper published in Queen Anne's County, Maryland, once a week for at least three successive weeks before the day of sale, as will more fully appear by the printer's certificate to be filed herein, the said Assignee did attend the sale at the premises on January 21, 1983, at the hour of 2:00 P.M., and then and there did proceed to offer for sale the property described in the attached advertisement of sale and covered by said mortgage.

And your Assignee sold said property to Mr. Dennis R. Carter who resides at Rt. 2, Box 6875, Chester, Maryland 21619, at and for the sum of fifty-five thousand dollars (\$55,000.00), the said purchaser being at that price the highest bidder therefor.

I HEREBY CERTIFY, under the penaltis of perjury, that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

RECEIVED  
CLERK, CIRCUIT COURT  
1983 JAN 26 AM 10:10  
QUEEN ANNE'S COUNTY

  
ROBERT E. MOLLOY, Assignee

Brown & McCormick, P.A., Solicitors  
Robert E. Molloy, Solicitor  
7420 Baltimore-Annapolis Boulevard  
Glan Burnie, Maryland 21061

## Assignee's Sale

ATTRACTIVE, VERY DESIRABLE  
4-BEDROOM DUTCH COLONIAL HOME  
-LOCATED ON KENT ISLAND-

KNOWN AS  
116 MARGARET DRIVE  
"STEVENSVILLE"  
QUEEN ANNE'S COUNTY, MD  
SALE ON PREMISES

**Friday, Jan. 21, 1983**

AT 2:00 O'CLOCK P.M.

Under and by virtue of the power of sale contained in a certain mortgage from Glenn E. Brown and Donna J. Brown, his wife to Edward M. Presnell and Romaine Presnell, his wife, dated September 9, 1980 and recorded among the Land Records of Queen Anne's County, Maryland in Liber 173, folio 90, default having occurred under the terms thereof, and at the request of the parties secured thereby the undersigned Assignee named in the mortgage will sell at Public Auction, the following:

All that fee simple lot of ground and the improvements thereon, situate and lying in the Fourth Election District of Queen Anne's County, State of Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 4, Block P, as shown on a plat entitled "Romance on the Bay, Second Section, as prepared by James H. Ludlow, Registered Surveyor, dated May, 1958, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 41, folio 386. The improvements thereon being known as No. 116 MARGARET DRIVE, STEVENSVILLE, MD, 21666.

The property is improved by a TWO STORY DUTCH COLONIAL HOME containing living room, dining room, kitchen, four bedrooms, 1½ baths, and utility room; on WOODED LOT.

TERMS OF SALE: A cash deposit or certified or cashier's check of \$4,000.00 will be required of the purchaser, at time and place of sale. Balance to be paid upon final ratification of the sale by the Circuit Court of Queen Anne's County, in Equity. Interest to be charged at the rate of 12% per annum on the unpaid purchase money, from date of sale to date of settlement. Taxes, water rent to be adjusted to date of sale. All other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges, if any, to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. The property will be sold in an "AS IS" condition without warranty as to the nature and condition of the property, equipment, fixtures or improvements; and subject to easements, agreements, restrictions or covenants of record affecting same, if any. Cost of all documentary stamps and transfer taxes to be paid by the purchaser.

Robert E. Molloy, Assignee  
A. J. BILLIG & CO., AUCTIONEERS  
16 E. Fayette Street  
Baltimore, MD 21202  
(301) 752-8440

RO-15-31-81

ROBERT E. MOLLOY, Assignee	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS.	*	FOR
GLENN E. BROWN and	*	QUEEN ANNE'S COUNTY
DONNA J. BROWN, his wife	*	EQUITY NO. 7248
Defendants	*	
	*	

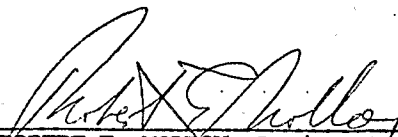
\* \* \* \* \*

AFFIDAVIT UNDER MARYLAND RULE W 74

I HEREBY CERTIFY that I, Robert E. Molloy, the Assignee in the above-entitled case, who by virtue of the mortgage filed in these proceedings was empowered to sell the mortgaged property in the proceedings in such case and that I caused to be mailed by certified and regular mail to the debtors at debtors' last known address a notice of the time, place and terms of sale of the mortgaged property by letter dated January 12, 1983, a copy of which is attached hereto.

I HEREBY CERTIFY under the penalties of perjury that the facts stated in the foregoing Affidavit under Maryland Rule W 74 are true, as therein set forth.

RECEIVED  
CLERK, CIRCUIT COURT  
1983 JAN 26 AM 10:10  
QUEEN ANNE'S COUNTY

  
ROBERT E. MOLLOY, Assignee

LAW OFFICES  
BROWN AND McCORMICK, P.A.  
7420 BALTIMORE-ANNAPOLIS BLVD.  
GLEN BURNIE, MARYLAND 21061

RICHARD A. BROWN  
SAUL McCORMICK  
ROBERT E. MOLLOY

AREA CODE 301  
766-9237

\*ALSO MEMBER DISTRICT OF COLUMBIA BAR

January 12, 1983

Mrs. Donna Brown  
116 Margaret Drive  
Stevensville, MD 21666

CERTIFIED MAIL NO. PO7 1480250  
RETURN RECEIPT REQUESTED

Re: Foreclosure Sale - Lot No 4, Block P, Romancocke on the Bay  
Equity No.: 7248  
Our File No. 81-3053

Dear Mrs. Brown:

Pursuant to the Maryland Rules of Procedure we are hereby notifying you that the foreclosure sale of the above captioned property will take place at public auction to be held at the premises on Friday, January 21, 1983, at 2:00 P.M. and will be sold then and there to the highest bidder. A deposit of \$4,000.00 payable in cash or by certified or cashier's check will be required from the purchaser.

Enclosed is a copy of an advertisement appearing in the Queen Anne's Record-Observer 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 January 21, 1983, at 12:00 noon, and that it be displayed in the best possible condition.

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

Very truly yours,

Robert E. Molloy

REM:rm  
Enclosure

RICHARD A. BROWN  
SAUL McCORMICK \*  
ROBERT E. MOLLOY

LAW OFFICES  
BROWN AND McCORMICK, P.A.  
7420 BALTIMORE-ANNAPOLIS BLVD.  
GLEN BURNIE, MARYLAND 21061

AREA CODE 301  
766-9237

\*ALSO MEMBER DISTRICT OF COLUMBIA BAR

January 12, 1983

Mr. Glenn E. Brown  
116 Margaret Drive  
Stevensville, MD 21666

CERTIFIED MAIL NO. PO7 1480251  
RETURN RECEIPT REQUESTED

Re: Foreclosure Sale - Lot No. 4, Block P, Romancoke on the Bay  
Equity No. 7248  
Our File No. 81-3053

Dear Mr. Brown:

Pursuant to the Maryland Rules of Procedure we are hereby notifying you that the foreclosure sale of the above captioned property will take place at public auction to be held at the premises on Friday, January 21, 1983, at 2:00 P.M. and will be sold then and there to the highest bidder. A deposit of \$4,000.00 payable in cash or by certified or cashier's check will be required from the purchaser.

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

Very truly yours,

Robert E. Molloy

REM:rm  
Enclosure



PS Form 3811, Dec. 1980

SENDER: Complete items 1, 2, 3, and 4. Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).  
 Show to whom and date delivered ..... 6/26  
 Show to whom, date, and address of delivery...  
 RESTRICTED DELIVERY  
(The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$ 6.00

3. ARTICLE ADDRESSED TO:  
 Mrs. Bruce Brown  
 116 Margaret Drive  
 STEAMERSVILLE, Md. 21666

4. TYPE OF SERVICE: ARTICLE NUMBER  
 REGISTERED  INSURED  
 CERTIFIED  COD 907 1430250  
 EXPRESS MAIL

I have received the article described above.  
 SIGNATURE: *Bruce Brown*  Addressee  Authorized agent

5. DATE OF DELIVERY: 1/15/83

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE: 7a. EMPLOYEE'S INITIALS

ANNAPOLIS, MD LEGAL AVE. STA. POSTMARK JAN 15 1983 USPS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

PS Form 3811, Dec. 1980

SENDER: Complete items 1, 2, 3, and 4. Add your address in the "RETURN TO" space on reverse.

(CONSULT POSTMASTER FOR FEES)

1. The following service is requested (check one).  
 Show to whom and date delivered ..... 6/26  
 Show to whom, date, and address of delivery...  
 RESTRICTED DELIVERY  
(The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$ 6.00

3. ARTICLE ADDRESSED TO:  
 Mrs. Bruce E. Brown  
 116 Margaret Dr.  
 STEAMERSVILLE, Md. 21666

4. TYPE OF SERVICE: ARTICLE NUMBER  
 REGISTERED  INSURED  
 CERTIFIED  COD 90 1430251  
 EXPRESS MAIL

I have received the article described above.  
 SIGNATURE: *Bruce Brown*  Addressee  Authorized agent

5. DATE OF DELIVERY: 1/15/83

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE: 7a. EMPLOYEE'S INITIALS

ANNAPOLIS, MD LEGAL AVE. STA. POSTMARK JAN 15 1983 USPS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

OFFICE PHONE: PLAZA 2-8440

LIRFF 15 PAGE 808

A. J. BILLIG, PRESIDENT

# A. J. BILLIG & COMPANY General Auctioneers

Stocks, Bonds,  
Real Estate  
Household Effects,  
Automobiles,  
Appraisers, Etc.

16 EAST FAYETTE STREET

BALTIMORE, MD. 21202, January 21, 1983

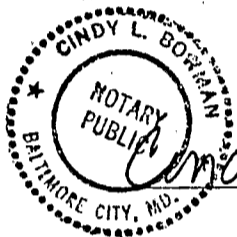
We, A. J. BILLIG & CO., duly licensed Auctioneers, do hereby certify to the effect that we have not paid and will not pay, directly or indirectly, anything for employing us to make said sale and that no payments have been made or will be made in connection with such sale, except those set forth in detail in said statement.

SUBSCRIBED TO AND SWORN TO.

A. J. BILLIG & CO.

BY

*Jack F. Billig*



*Cindy L. Bowman*

Notary Public

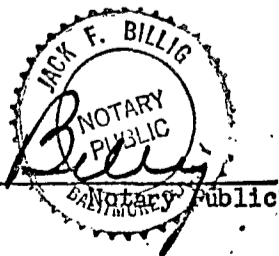
RECEIVED  
CLERK, CIRCUIT COURT  
1983 JAN 26 AM 10:11  
QUEEN ANNE'S COUNTY

STATE OF MARYLAND QUEEN ANNE'S COUNTY, Sect.:

I HEREBY CERTIFY, That on this 21st day of January,  
19 83, before me, the subscriber, a Notary Public of the State of  
Maryland, in and for BALTIMORE COUNTY AFORESAID,  
personally appeared DENNIS R. CARTER,  
Purchaser at the foreclosure sale in this cause, and made oath in due form  
of law that he is the purchaser and purchased same as principal and not  
as an agent for anyone, and that he has not directly or indirectly dis-  
couraged anyone from bidding for the said 116 Margaret Drive  
mentioned in the said Report of Sale.

Dennis R. Carter  
Purchaser

RECEIVED  
CLERK, CIRCUIT COURT  
1983 JAN 26 AM 10:11  
QUEEN ANNE'S COUNTY



ORDER NISI ON SALE

ROBERT E. MOLLOY, Assignee

vs.

GLENN E. BROWN and  
DONNA J. BROWN, his wife

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

Cause No. 7248

ORDERED, this 26th day of January, 1983, that  
the sale of the real property, made and reported in this cause by  
Robert E. Molloy, Assignee, be ratified and confirmed,  
on or after the 1st day of March, 1983, unless  
cause to the contrary thereof be previously shown; provided a copy of this order be inserted  
in some newspaper published in Queen Anne's County, Maryland, once in each of three suc-  
cessive weeks before the 22nd day of February, 1983.

The report states the amount of sales to be \$55,000.00.

*Marguerite H. Merkin* Clerk

Filed January 26, 1983

Centreville, Md. 2/16 19 83

### We Hereby Certify

That the annexed advertisement of  
Nisi Cause No. 7248  
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 Feb. 19 83.  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 2nd day of  
Feb. 19 83, and the last  
insertion on the 16th day of  
Feb. 19 83.

Publishers, Record Observer

Per

*Marguerite W. Mankin*

RECEIVED  
CLERK, CIRCUIT COURT

ORDER NISI  
ON SALE  
ROBERT E. MOLLOY  
Assignee

vs.

GLENN E. BROWN and  
DONNA J. BROWN,  
his wife

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

• Cause No. 7248

ORDERED, this 26th day  
of January, 1983, that the  
sale of the real property,  
made and reported in this  
cause by Robert E. Molloy,  
Assignee, be ratified and  
confirmed, on or after the  
1st day of March, 1983,  
unless cause to the con-  
trary thereof be previously  
shown; provided a copy of  
this order be inserted in  
some newspaper published  
in Queen Anne's County,  
Maryland, once in each of  
three successive weeks  
before the 22nd day of  
February, 1983.

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 January 26, 1983  
RO-2-2-31-06

1983 FEB 28 PM. 2: 24

QUEEN ANNE'S COUNTY

LIBEP

15 PAGE 811

RECEIVED  
CLERK OF CIRCUIT COURT 15

1983 MAR -3 AM 10: 50

QUEEN ANNE'S COUNTY

Centreville, Md. 1/19 19 83

### We Hereby Certify

That the annexed advertisement of  
sale - 116 Margaret Drive  
was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 21st day of Jan. 19 83

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 5th day of  
Jan. 19 83, and the last  
insertion on the 19th day of  
Jan. 19 83.

Publishers, Record Observer

Per

*Matthew M. Molloy*

Brown & McCormick, P.A., Solicitors  
Robert E. Molloy, Solicitor  
7420 Baltimore-Annapolis Boulevard  
Glen Burnie, Maryland 21061

## Assignee's Sale

ATTRACTIVE, VERY DESIRABLE  
4-BEDROOM DUTCH COLONIAL HOME  
-LOCATED ON KENT ISLAND-

KNOWN AS  
116 MARGARET DRIVE  
"STEVENSVILLE"  
QUEEN ANNE'S COUNTY, MD  
SALE ON PREMISES

**Friday, Jan. 21, 1983**

AT 2:00 O'CLOCK P.M.

Under and by virtue of the power of sale contained in a certain mortgage from Glenn E. Brown and Donna J. Brown, his wife to Edward M. Presnell and Romaine Presnell, his wife, dated September 9, 1980 and recorded among the Land Records of Queen Anne's County, Maryland in Liber 173, folio 90, default having occurred under the terms thereof, and at the request of the parties secured thereby the undersigned Assignee named in the mortgage will sell at Public Auction, the following:

All that fee simple lot of ground and the improvements thereon, situate and lying in the Fourth Election District of Queen Anne's County, State of Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 4, Block P, as shown on a plat entitled "Romance on the Bay, Second Section, as prepared by James H. Ludlow, Registered Surveyor, dated May, 1958, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 41, folio 388. The improvements thereon being known as No. 116 MARGARET DRIVE, STEVENSVILLE, MD, 21666.

The property is improved by a TWO STORY DUTCH COLONIAL HOME containing living room, dining room, kitchen, four bedrooms, 1½ baths, and utility room; on WOODED LOT.

TERMS OF SALE: A cash deposit or certified or cashier's check of \$4,000.00 will be required of the purchaser, at time and place of sale. Balance to be paid upon final ratification of the sale by the Circuit Court of Queen Anne's County, in Equity. Interest to be charged at the rate of 12% per annum on the unpaid purchase money, from date of sale to date of settlement. Taxes, water rent to be adjusted to date of sale. All other public charges and assessments payable on an annual basis, including sanitary end/or metropolitan district charges, if any, to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. The property will be sold in an "AS IS" condition without warranty as to the nature and condition of the property, equipment, fixtures or improvements; and subject to easements, agreements, restrictions or covenants of record effecting same, if any. Cost of all documentary stamps and transfer taxes to be paid by the purchaser.

Robert E. Molloy, Assignee  
A. J. BILLIG & CO., AUCTIONEERS  
16 E. Fayette Street  
Baltimore, MD 21202  
(301) 752-8440

RO-1-5-3t-01


ROBERT E. MOLLOY, Assignee	*	IN THE
Plaintiff	*	CIRCUIT COURT
V.	*	FOR
GLENN E. BROWN and	*	QUEEN ANNE'S COUNTY
DONNA J. BROWN	*	EQUITY NO. 7248
Defendants	*	
* * * * *		

MOTION TO SUBSTITUTE BOND

ROBERT E. MOLLOY, Assignee in this foreclosure suit states:

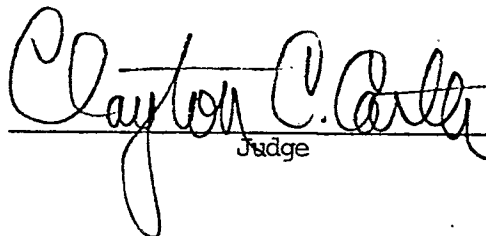
1. That prior to the sale of this property on January 21, 1983, a bond no. 60-026-049, was filed but unsigned.
2. That your movant herewith submits a signed replacement bond no. 60-026-071 and moves that this replacement bond be filed in these proceedings nunc pro tunc.

RECEIVED  
CLERK, CIRCUIT COURT  
1983 MAR -3 AM 10: 51  
QUEEN ANNE'S COUNTY

  
\_\_\_\_\_  
ROBERT E. MOLLOY, Assignee  
7420 Baltimore Annapolis Blvd  
Glen Burnie, Maryland 21061  
(301) 766-9237

ORDER

Upon the foregoing motion, it is this 4<sup>th</sup> day of March, 1983;  
ORDERED by the Circuit Court for Queen Anne's County that the  
unsigned bond no. 60-026-049 filed in this proceeding be replaced by  
bond no. 60-026-071 nunc pro tunc.

  
\_\_\_\_\_  
Judge

RECEIVED  
CLERK, CIRCUIT COURT  
1983 MAR -4 AM 11: 42  
QUEEN ANNE'S COUNTY

Maryland



# Western Surety Company

## TRUSTEES, MORTGAGEES, ATTORNEYS OR FORECLOSURE BOND

Replaces bond 60-026-049 which was filed but unsigned.  
KNOW ALL MEN BY THESE PRESENTS: BOND No. 60026071

That we, Robert E. Malloy, as Principal, and the WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, as Surety, authorized to do business in the State of Maryland, are held and firmly bound in the sum of Fifty Five Thousand (\$ 55,000.00) DOLLARS, (NOT VALID IF FILLED IN FOR MORE THAN \$500,000.00)

to be paid to the said State of Maryland or its certain Attorney, to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, by these presents.

Sealed with our seals and dated this 1st day of February, 1983.

WHEREAS, the above bounden Robert E. Malloy <sup>Wife</sup> by virtue of the power contained in a mortgage from Glenn E. Brown & Donna J. Brown, his to Robert E. Malloy

bearing date the 9th day of September, 1980 and recorded among the mortgage records of Queen Ann's County

in Liber 173 No. \_\_\_\_\_ Folio 88

and Robert E. Malloy 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. Malloy, 7420 Balto. Annapolis Blvd., Glen Burnie, MD 21061

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

Signed, Sealed and delivered in the presence of

As to Principal

Nancy S. Wilson

Robert E. Malloy Principal

As to Surety

B. Nailor  
M. Arath

WESTERN SURETY COMPANY  
By Joe Kirby President

Countersigned by Morris S. Beyman Maryland Resident Agent

*Surety approved  
Bond filed*

RECEIVED  
CLERK OF COURT  
1983 MAR -4 11:42  
QUEEN ANNE'S COUNTY



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

THIS IS TO CERTIFY, That the foregoing was truly taken and copied from Liber MWM No. 3, folio 287, 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 March, 1983.

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

ROBERT E. MOLLOY, Assignee	*	IN THE
V.	*	CIRCUIT COURT
GLENN E. BROWN and	*	FOR
DONNA J. BROWN, his wife	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY
	*	CAUSE NO. 7248

\* \* \* \* \*

FINAL ORDER OF RATIFICATION

ORDERED BY THE COURT, This 9<sup>th</sup> day of March

1983, that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee <sup>is</sup> allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

RECEIVED  
CLERK, CIRCUIT COURT  
1983 MAR -9 PM 12:20  
QUEEN ANNE'S COUNTY

Clayton C. Carler  
JUDGE

ROBERT E. MOLLOY, Assignee	*	IN THE
V.	*	CIRCUIT COURT
GLENN E. BROWN and	*	for
DONNA J. BROWN, his wife	*	QUEEN ANNE'S COUNTY
	*	IN EQUITY
	*	CASE NO. 7248

\* \* \* \* \*

PETITION FOR AUCTIONEER'S FEE

Robert E. Molloy, Assignee, petitions this Honorable Court for allowance of a reasonable auctioneer's fee for services rendered during these proceedings, to be paid from the proceeds of sale of the foreclosed property.

1. Under the terms of the mortgage, the Defendants agreed that "...upon any such sale of said property under this mortgage, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, ...".

2. The auctioneer performed the following services:

- a. Inspection of the premises prior to advertisement.
- b. Review of draft legal advertisement and proposal of revisions to Assignee.

- c. Preparation of promotional advertisements for The Baltimore Sun, The Washington Post and The Queen Anne Record.

- d. Placing of signs advertising the sale on the premises.
- e. Numerous telephone calls with possible bidders.
- f. Conducting the sale on January 21, 1983.

3. Due in large part to promotional activities of the auctioneer, more than twenty-five persons attended.

4. A copy of the auctioneer's statement in the amount of \$885.00 is attached hereto, representing two percent (2%) of the sale price of \$55,000.00.

RECEIVED  
CLERK OF COURT  
1983 MAY 12 AM 10:09  
QUEEN ANNE'S COUNTY

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order allowing the auctioneer a fee of \$885.00 from the proceeds of sale of the mortgaged property which is the subject of these proceedings, subject to exceptions taken to the Auditor's account when stated.



Robert E. Molloy, Assignee  
7420 Baltimore-Annapolis Blvd.  
Glen Burnie, Maryland 21061  
(301) 766-9237

OFFICE PHONE (301) 752-8440

ALL CLAIMS MUST BE MADE WITHIN 24 HOURS

January 21, 1983

Robert E. Molloy, Assignee

7420 Baltimore-Annapolis Boulevard

Glen Burnie, Maryland 21061

Real Estate,  
Machine Plants,  
Household Effects,  
Automobiles,  
General Merchandise,  
Appraisers

**A. J. BILLIG & COMPANY**  
**General Auctioneers**

OFFICE: 16 EAST FAYETTE STREET  
BALTIMORE, MD. 21202

Sale Price - 116 Margaret Drive \$55,000.00

Purchaser - Dennis R. Carter

Rt. 2, Box 6875, Chester, MD 21619

Telephone: 647-4891

Deposit \$ 4,000.00

Commission \$ 885.00

Queen Anne Record Advertising 175.56

Sunpapers Advertising 710.91

Washington Post Advertising 296.84

Notary Fees - Affidavits 1.00

TOTAL EXPENSES 2,069.31

BALANCE \$ 1,930.69

Enclosed find check for \$1,930.69

ROBERT E. MOLLOY, Assignee	*	IN THE
Plaintiff	*	CIRCUIT COURT
V.	*	FOR
GLENN E. BROWN and	*	QUEEN ANNE'S COUNTY
DONNA J. BROWN, his wife	*	IN EQUITY
Defendants	*	CASE NO. 7248
* * * * *		

ORDER

UPON consideration of the Assignee's Petition for Auctioneer's Fee in this foreclosure proceeding, it is this 24<sup>th</sup> day of May 1983 by the Circuit Court for Queen Anne's County,

ORDERED, that an auctioneer's fee of \$ 350 shall be allowed from the proceeds of the sale of the mortgaged property which is the subject of these proceedings, subject to exceptions taken to the Auditor's account when stated.

RECEIVED  
CLERK, CIRCUIT COURT  
1983 MAY 24 PM 3:47  
QUEEN ANNE'S COUNTY

*Caylon O. Early*  
Judge

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT E. MOLLOY :  
 Assignee :  
 v. : Chancery #7248  
 GLENN E. BROWN :  
 DONNA J. BROWN :  
 : : : : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE		
Sale Price, as reported	\$ 55,000.00	
Interest on \$ 00,000.00 at 12% from 01/21/83 to 03/24/83 62 days @ \$16.77 per day	1,039.74	
Real property taxes \$ 000.00 from 01/21 to 06/30/83 160 days (as collected)	<u>232.82</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION		\$ 56,272.56
COMMISSIONS, payable to Fiduciary	\$ 2,900.00	
ATTORNEY FEE, as per Mortgage	600.00	
EXPENSES OF SALE		
Court costs	\$ 159.50	
Advertising		
Notices of sale		
Record-Observer	175.56	
Sunpapers	710.91	
Washington Post	296.84	
Report of sale	50.82	
Bond premium	165.00	
Auctioneer's fee (maximum)	350.00	
Real property taxes (as of 1/83)	533.29	
Certified mail	<u>8.20</u>	2,450.12
AUDITOR'S FEE AND COSTS		
Fee for audit	\$ 45.00	
Postage & copies	<u>1.02</u>	<u>46.02</u>
		<u>5,996.14-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION		\$ 50,276.42
INDEBTEDNESS DUE UNDER MORTGAGE		
Principal, per Statement of Debt	\$ 45,837.11	
Interest on principal at 12% 08/01/82 to 03/22/83 233 days at \$15.06	<u>3,508.98</u>	<u>49,346.09-</u>
SURPLUS to be distributed to Mortgagors		\$ 930.33

**FILED**

MAY 27 1983

CIRCUIT COURT  
 QUEEN ANNE'S CO.

NOTICE

The attached Account was filed on the <sup>27<sup>th</sup></sup> day of May, 1983. 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 #7248. 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 <sup>27<sup>th</sup></sup> day of May, 1983, 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:

Robert E. Molloy, Esquire  
7420 Baltimore-Annapolis Boulevard  
Glen Burnie, Maryland 21061

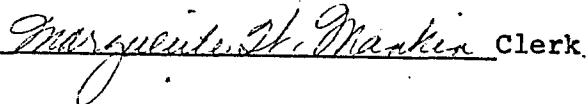
Mr. Glenn E. Brown  
116 Margaret Drive  
Stevensville, Maryland 21666

Mrs. Donna Brown  
116 Margaret Drive  
Stevensville, Maryland 21666

  
John W. Sause, Jr.  
Auditor

NISI RATIFICATION OF AUDIT

ORDERED this 27th day of May, 1983, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 14th day of June, 1983, unless cause to the contrary thereof be previously shown; provided notice is given in the manner provided by Maryland Rule 595 g to persons entitled thereto.

 Clerk.

Filed: May 27, 1983



ROBERT E. MOLLOY, Assignee

vs.

GLENN E. BROWN, et al.

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7248  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 20th day of June, 19 83,  
by the Court that the account of the Auditor is finally ratified and  
confirmed, and Robert E. Molloy, Assignee ~~XXXXXX~~  
is directed to apply the proceeds accordingly, with a due proportion of  
interest as the same has been or may be received.

Marguerite H. Martin Clerk

Filed June 20, 1983

15 APR 824

MARK J. DANEKER,  
Substitute Trustee

Plaintiff

v.

JUDITH A. WATSON  
and  
JAMES E. AUSTIN

Defendants

\* IN THE  
\* CIRCUIT COURT FOR  
\* QUEEN ANNE'S COUNTY  
\* Equity Docket No.  
\* Folio No.  
\* Case No. 7358

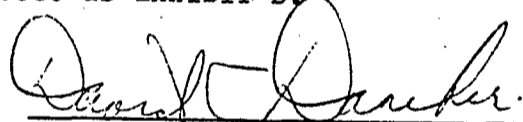
\* \* \* \* \*

ORDER TO DOCKET FORECLOSURE OF DEED OF TRUST 28018 \*\*\*\*\*70 00

Mr. Clerk:

APR 19-83 A 928018 \*\*\*\*\*10 00  
APR 19-83 A 928017 \*\*\*\*\*60 00

Please docket the above-entitled cause of action, together with (1) that certain Deed of Trust from Judith A. Watson and James E. Austin to Richard M. Kovens and Michael D. Surgen, Trustees, dated December 4, 1982 and recorded among the Land Records of Queen Anne's County, Maryland in Liber 180, folio 790, attached hereto as EXHIBIT A; (2) Deed of Appointment of Substitute Trustee, Mark J. Daneker, attached hereto as EXHIBIT B; and (3) Statement of Debt under oath by David C. Daneker, attached hereto as EXHIBIT C; and (4) Statement of Military Service Affidavit, attached hereto as EXHIBIT D.



David C. Daneker  
1000 Maryland Trust Building  
Baltimore, Maryland 21202  
(301) 539-3474  
Attorney for Plaintiff

RECEIVED  
CLERK, CIRCUIT COURT  
1983 APR 19 AM 10:15  
QUEEN ANNE'S COUNTY

### DEED OF TRUST

THIS DEED OF TRUST is made this 4th day of December, 1981, among the Grantor, JUDITH A. WATSON and JAMES E. AUSTIN (herein "Borrower"), RICHARD M. KOVENS and MICHAEL D. SURGEN (herein "Trustee"), and the Beneficiary, EASTERN SAVINGS AND LOAN ASSOCIATION, INC., a corporation organized and existing under the laws of Maryland, whose address is 15 Walker Avenue, Pikesville, Maryland 21208 (herein "Lender").

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

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown as Lot 10, Block G, on a plat entitled "Plat 2, Queen Anne Colony, Kent Island, Queen Anne's County, Maryland", by J. R. McCrone, Jr., Inc., registered engineers and surveyors, dated July 1955 and recorded among the Land Records of Queen Anne's County in Liber CWC No. 25, folio 73, and in Plat Book CWC No. 1, folio 12.

BEING the same property which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto, was granted and conveyed by J. Garry Platt and Sheryl W. Platt, his wife, unto Judith A. Watson and James E. Austin.

1981 DEC -8 PM 11:04  
 QUEEN ANNE'S COUNTY

DEC -8-81 \* 29156 \*\*\*\*\*1600  
 DEC -8-81 A #29156 \*\*\*\*\*1600

RECORDED  
 CLERK, CHIEF CLERK  
 1983 APR 19 AM 10:16  
 QUEEN ANNE'S COUNTY

which has the address of 10G Five Farms Drive Stevensville  
 [Street] [City]  
Maryland 21666  
 [State and Zip Code] (herein "Property Address");

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

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated December 4, 1981 (herein "Note"), in the principal sum of Seventy-Five Thousand Six Hundred And No/100 (\$75,600.00) 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 January 1, 2012; 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 as 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.

Judith A. Watson 12-4-81 (Seal)
JUDITH A. WATSON -Borrower

James E. Austin (Seal)
JAMES E. AUSTIN -Borrower

STATE OF MARYLAND, Anne Arundel County ss:

I Hereby Certify, That on this 4th day of December, 1981, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Judith A. Watson and James E. Austin known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

My Commission expires: 7/1/82

Notary Public seal for Mark A. Craft, Baltimore Co., MD.

STATE OF MARYLAND, Anne Arundel County ss:

I Hereby Certify, That on this 4th day of December, 1981, before me, the subscriber, a Notary Public of the State of Maryland and for the County aforesaid, personally appeared Sharon Childs, the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the amount of the loan secured by the foregoing Deed of Trust was disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS: my hand and notarial seal.

My Commission expires: 7/1/82

Notary Public seal for Mark A. Craft, Baltimore Co., MD.

(Space Below This Line Reserved For Lender and Recorder)

AFTER RECORDING RETURN TO:

CONSTABLE, ALEXANDER, DANEKER & SKEEN
1000 Maryland Trust Building
Baltimore, Maryland 21202

NOTARY PUBLIC CERTIFICATE THAT
D. T. T. WAS
FILED FOR RECORDATION THIS 8th
OF Dec 1981 AT 1:00 P.M.
IN BALTIMORE COUNTY
BOOK 180, folio 798, 799
SECOND BOOK FOR GULEN ANNE'S
COUNTY

Marguerite de la Marbin
CLERK

68 107, 599

1000

DOCUMENT NO. 112061

NO CONSIDERATION

DEED OF APPOINTMENT OF SUBSTITUTE TRUSTEE

THIS DEED OF APPOINTMENT OF SUBSTITUTE TRUSTEE, Made this 12<sup>th</sup> day of April, 1983 by and between AND LOAN INC. EASTERN SAVINGS /ASSOCIATION, /a Maryland corporation, and MARK J. DANEKER, Substitute Trustee.

WHEREAS, a Deed of Trust dated December 4, 1982 from Judith A. Watson and James E. Austin to Richard M. Kovens and Michael D. Surgen, Trustees, recorded among the Land Records of Queen Anne's County, Maryland in Liber 180, folio 790, was given to secure a loan evidenced by a "Note" in the amount of Seventy-Five Thousand Six Hundred Dollars (\$75,600.00) dated December 4, 1982; and

WHEREAS, said Deed of Trust gives the irrevocable power to appoint a Substitute Trustee to the holders of said Note which may be exercised at any time after the date of said Deed of Trust, by filing for record among the Land Records of Queen Anne's County, a Deed of Appointment; and

WHEREAS, Eastern Savings/Association, Inc., and Loan Inc., pursuant to said power, and as holder of the Note aforesaid, desires to appoint MARK J. DANEKER as Substitute Trustee in the place and stead of Richard M. Kovens and Michael D. Surgen;

NOW, THEREFORE, in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the said Eastern Savings/Association, Inc. and Loan Inc. does hereby appoint Mark J. Daneker as Substitute Trustee in the Deed of Trust aforesaid with identically the same title and estate in and to the land, premises and property conveyed by said Deed of Trust, and with all rights, powers, trusts, and duties of Richard M. Kovens and Michael D. Surgen, predecessors in Trust, with like effect as if originally named as Trustee under said Deed of Trust.

WITNESS the corporate seal of Eastern Savings/Association, Inc. and Loan

RECEIVED  
CLERK. CIRCUIT COURT

1983 APR 19 AM 10:15

QUEEN ANNE'S COUNTY

LIBER 195 PAGE 257

15 PAGE 829

and the signature of its Vice President.

Attest:

AND LOAN  
EASTERN SAVINGS ASSOCIATION  
INC.



Carolyn H. Spator

By: Richard M. Kovens  
Richard M. Kovens, Vice President

STATE OF MARYLAND, Baltimore C. 1-14, to wit:

I HEREBY CERTIFY that on this 12th day of April, 1983, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared RICHARD M. KOVENS, who acknowledged himself and Loan Inc., to be the Vice President of Eastern Savings/Association, and that he, as such Vice President, being authorized so to do, executed the foregoing Deed of Appointment of Substitute Trustee for the purposes herein contained by signing, in my presence, the name of Eastern Savings/ Association by himself as Vice President.

AS WITNESS my hand and Notarial Seal.

APR 14-83 \* 27761 \*\*\*\*\*12.50  
APR 14-83 A #27761K\*\*\*\*\*50  
APR 14-83 A #27760 \*\*\*\*\*12.00

Carolyn H. Spator  
Notary Public

My Commission Expires: 7/1/86



RECEIVED  
CLERK, CIRCUIT COURT  
1983 APR 14 AM 9:57  
QUEEN ANNE'S COUNTY



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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied  
from Liber MWM 195, folio 257, a Land Record Book  
for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto  
subscribe my name and affix the  
Seal of the Circuit Court for  
Queen Anne's County, this 14th  
day of April, 1983.

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

STATEMENT OF MORTGAGE DEBT

MARK J. DANEKER, Substitute Trustee	*	IN THE
	*	CIRCUIT COURT
v.	*	OF QUEEN ANNE'S COUNTY
JUDITH A. WATSON and JAMES E. AUSTIN	*	Docket:
	*	Folio: 7358
	*	Case:
* * * * *		

STATEMENT OF MORTGAGE DEBT

Principal Balance	\$ 75,521.41
Interest at 16.875% from November 1, 1982 through April 15, 1983	5,841.12
Late Charges	267.65
Less Escrow Account	<u>(287.56)</u>
Total as of April 15, 1983 plus interest at the rate of 16.875% thereafter	\$ 81,342.62

STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY that on this 12<sup>th</sup> day of April, 1983, before me, a Notary Public of the State of Maryland, personally appeared MARK J. DANEKER, 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.

*Carolyn H. Spitzer*  
Notary Public

My Commission Expires: 7/1/86

RECEIVED  
CLERK, DEPOSIT DEPT  
1983 APR 19 10 16  
QUEEN ANNE'S COUNTY



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

MARK J. DANEKER, Substitute  
Trustee

vs.

JUDITH A. WATSON  
and  
JAMES E. AUSTIN

IN THE  
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Docket:  
Folio:  
Case No. 7358

Filed

Non-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 Richard M. Kovens, Vice President  
of Eastern Savings 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.

*Richard M. Kovens*  
Affiant.

Subscribed and sworn to before me  
this 12<sup>th</sup> day of April 1983.

*Carolyn H. Sprata*  
Notary Public



RECEIVED  
CLERK, CIRCUIT COURT  
1983 APR 19 AM 10:16  
QUEEN ANNE'S COUNTY

PETITION FOR FORECLOSURE

MARK J. DANEKER, Substitute  
Trustee

VS.

JUDITH A. WATSON  
and  
JAMES E. AUSTIN

IN THE  
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Docket:  
Folio: 7358  
Case:

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent .

That on the .....4th.... day of December... A. D. 1982 the defendant executed and delivered to Richard M. Kovens and Michael D. Surgen, Trustees for Eastern Savings Association, a Deed of Trust ~~mortgage~~ upon certain real..... property in Queen Anne's Co. therein described, to secure the payment of the mortgage debt of \$ ...75,600.00..... and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

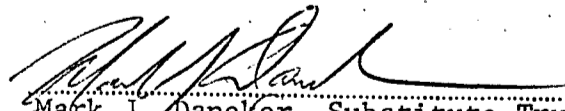
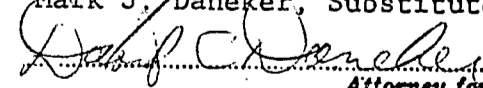
And said Mortgage is now in default. Said Deed of Trust is recorded among the Land Records of Queen Anne's County in Liber 180, folio 790. Petitioner requests that Mark J. Daneker be appointed Trustee to sell the above described real estate.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

RECEIVED  
CLERK OF THE COURT  
1983 APR 19 AM 10:15  
QUEEN ANNE'S COUNTY

CC-16 (1/83)

  
Mark J. Daneker, Substitute Trustee  
  
Attorney for Plaintiff

David C. Daneker  
1000 Maryland Trust Building  
Baltimore, Maryland 21202  
(301) 539-3474

MARK J. DANEKER,  
Substitute Trustee

v.

JUDITH A. WATSON  
and  
JAMES E. AUSTIN

\* IN THE  
\* CIRCUIT COURT FOR  
\* QUEEN ANNE'S COUNTY  
\* Case No. 7358  
\*

\* \* \* \* \*

AFFIDAVIT UNDER MARYLAND RULE W74 a 1(c)

STATE OF MARYLAND

BALTIMORE CITY

I HEREBY CERTIFY that on this 27<sup>th</sup> day of May, 1983, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared MARK J. DANEKER, Substitute Trustee in the above entitled case who, by virtue of the Deed of Trust filed in these proceedings and the decree entered herein, was empowered to sell the Mortgaged Property in the proceedings in such case, and made oath in due form of law that he caused to be mailed, by certified and regular mail to the debtors at the debtors' last known address, a notice of the time, place and terms of sale of the Mortgaged Property by letter dated May 24, 1983, a copy of which letter is attached hereto.

*Carolyn H. Spector*  
Notary Public

My Commission Expires: 7/1/86

RECEIVED  
CLERK, CIRCUIT COURT  
1983 MAY 31 AM 10:59  
QUEEN ANNE'S COUNTY

# AUCTION:

Constable  
Alexander, Donahoe  
& Skreen, Attorneys  
1000 Maryland Trust Building  
Baltimore, Md. 21202

## SUBSTITUTE TRUSTEE'S SALE

DESIRABLE DETACHED  
1½-STORY CAPE COD  
STYLE RESIDENCE

LOT 10 G FIVE FARMS DR.  
STEVENSVILLE, QUEEN ANNE'S COUNTY

Sale On The Premises  
TUESDAY, MAY 31, 1983  
AT 2:15 P.M.

Improved by a 1½-story cape cod style residence containing foyer, living room with brick fireplace, dining room area, family room, kitchen, 3 bedrooms, 2 baths, forced warm air electric heat and 2 car garage. In fee simple.

Terms of Sale: A deposit of \$5,000.00, cash or certified check, will be required of the purchaser at time and place of sale. For complete terms of sale and full legal description see the Queen Anne's Record Observer copies of 5/11, 5/18 & 5/26 or contact auctioneers.

Directions: Bay Bridge to Route 8 South, turn right and proceed to Queens Colony Highway, turn left at the next intersection and then turn right at the following intersection. From here you come to a "T" in the road, make a left. Property is approximately 2 city blocks on the right.

Financing: 30 year fixed rate financing available to qualified purchaser.

MARK J. DANEKER,  
Substitute Trustee.  
my221shmy23x216

**Michael Fox Auctioneers, Inc.**

Executive Offices - Suite 1015, Charles Center South  
38 South Charles Street Baltimore Maryland 21201 (301) 332-1333  
Washington (301) 421-4321 Philadelphia (215) 564-1173

LAW OFFICES

**CONSTABLE, ALEXANDER, DANEKER & SKEEN**

1000 MARYLAND TRUST BUILDING  
CALVERT AND REDWOOD STS.  
BALTIMORE, MARYLAND 21202

(301) 539-3474

TELEX 710-234-2483 CALDAS

ELIZABETH C. E. HOGUE  
STEVEN A. LOEWY  
STEPHEN F. WHITE  
ROBERT E. HEDEMAN

OF COUNSEL  
JOHN H. SKEEN, JR.  
WILLIAM A. SKEEN

WM. PEPPER CONSTABLE  
1802-1970

PHILIP O. ROACH  
1910-1970

JOHN D. ALEXANDER  
GEORGE W. CONSTABLE  
CLAYTON W. DANEKER  
THOMAS F. COMBER, 3<sup>RD</sup>  
RONALD L. MAHER  
WILLIAM F. BLUE  
DAVID C. DANEKER  
JAMES W. CONSTABLE  
MARK J. DANEKER  
DAVID W. SKEEN  
FRANK THOMAS HOWARD  
J. CARROLL HOLZER  
CAROLE S. DENILIO  
KATHLEEN O'FERRALL FRIEDMAN  
JOSEPH T. CHADWICK, JR.  
JAMES D. SKEEN

TOWSON OFFICE  
305 W. CHESAPEAKE AVE.  
TOWSON, MD. 21204  
(301) 828-9202

ELKTON OFFICE  
138 E. MAIN ST.  
ELKTON, MD. 21921  
(301) 398-1844

PLEASE REPLY TO:

Baltimore

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

May 24, 1983

Mrs. Judith Ann Watson  
10-G Five Farms Drive  
Stevensonville, MD. 21666

Re: Lot 10-G, Five Farms Drive

Dear Mrs. Watson:

Pursuant to Maryland Rule W74 a 2(c), we are hereby notifying you that the foreclosure sale of the above-captioned property will take place at public auction to be held at the premises on Tuesday, May 31, 1983 at 2:15 p.m. and will be sold then and there to the highest bidder(s). A deposit of \$5,000.00, payable in cash or by certified or cashier's check will be required from the purchaser(s).

Enclosed is a xeroxed copy of an advertisement appearing in The Baltimore Sunpapers.

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 Tuesday, May 31, 1983 at 1:15 p.m. and that it be displayed in the best possible condition.

Mrs. Judith Ann Watson )  
May 24, 1983  
Page Two

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

Very truly yours,

Mark J. Daneker

MJD:chs  
Enclosures

cc: Mrs. Judith Ann Watson - regular mail



LAW OFFICES

CONSTABLE, ALEXANDER, DANEKER & SKEEN

1000 MARYLAND TRUST BUILDING  
CALVERT AND REDWOOD STS.  
BALTIMORE, MARYLAND 21202  
(301) 539-3474  
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JOHN D. ALEXANDER  
GEORGE W. CONSTABLE  
CLAYTON W. DANEKER  
THOMAS F. COMBER, 3RD  
RONALD L. MANER  
WILLIAM F. BLUE  
DAVID C. DANEKER  
JAMES W. CONSTABLE  
MARK J. DANEKER  
DAVID W. SKEEN  
FRANK THOMAS NOWARD  
J. CARROLL HOLZER  
CAROLE S. GEMILIO  
KATHLEEN O'FERRALL FRIEDMAN  
JOSEPH T. CHADWICK, JR.  
JAMES O. SKEEN

OF COUNSEL  
JOHN H. SKEEN, JR.  
WILLIAM A. SKEEN

WM. PEPPER CONSTABLE  
1882-1978

PHILIP O. ROACH  
1916-1979

TOWSON OFFICE  
305 W. CHESAPEAKE AVE.  
TOWSON, MD. 21204  
(301) 828-9252

ELKTON OFFICE  
138 E. MAIN ST.  
ELKTON, MD. 21921  
(301) 398-1844

PLEASE REPLY TO:

Baltimore

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

May 24, 1983

Mr. James E. Austin, Jr.  
10-G Five Farms Drive  
Stevensonville, MD. 21666

Re: Lot 10-G, Five Farms Drive

Dear Mr. Alston:

Pursuant to Maryland Rule W74 a 2(c), we are hereby notifying you that the foreclosure sale of the above-captioned property will take place at public auction to be held at the premises on Tuesday, May 31, 1983 at 2:15 p.m. and will be sold then and there to the highest bidder(s). A deposit of \$5,000.00, payable in cash or by certified or cashier's check will be required from the purchaser(s).

Enclosed is a xeroxed copy of an advertisement appearing in The Baltimore Sunpapers.

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 Tuesday, May 31, 1983 at 1:15 p.m. and that it be displayed in the best possible condition.

Mr. James E. Austin, Jr.  
May 24, 1983  
Page Two

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

Very truly yours,

Mark J. Daneker

MJD:chs

Enclosures

cc: Mr. James E. Austin, Jr. - regular mail



- FIREMAN'S FUND INSURANCE COMPANY
- THE AMERICAN INSURANCE COMPANY
- NATIONAL SURETY CORPORATION
- ASSOCIATED INDEMNITY CORPORATION
- AMERICAN AUTOMOBILE INSURANCE COMPANY

3rd No. 259 23 78  
 Equity # 7358  
 MORTGAGEES OR TRUSTEES BOND

KNOW ALL MEN BY THESE PRESENTS, THAT we, Mark J. Daneker, substituted trustee  
1000 Maryland Trust Building, Baltimore, Maryland 21202

as principal, and the Fireman's Fund Insurance Company, a body corporate, duly incorporated  
 under the laws of the State of California, as surety, are held and firmly bound unto the STATE OF  
 MARYLAND, in the full and just sum of Eighty-two Thousand dollars and 00/100  
 (\$ 82,000.00 ) 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, ad-  
 ministrators, successors or assigns, jointly and severally, firmly by these presents, sealed with our seals and  
 dated this 27th day of May, in the year of our Lord Eighty-three.

WHEREAS, the above bounden Mark J. Daneker, substituted trustee

by virtue of the power contained in a mortgage - deed of trust from Judith A. Watson & James E. Austin  
Richard H. Kovens & Michael D. Surgen,  
Trustee, Eastern Savings & Loan Assoc.,  
 bearing date the 4th day of December, 1981  
 and recorded among the Land Records of Queen Annes County  
 in Liber No. 11114, Folio 180 and Pg. 790

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

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

Mark J. Daneker, substituted trustee

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

IN TESTIMONY WHEREOF, the above bounden Mark J. Daneker, substituted trustee

has - have hereto set his hand and seal and the said body corporate has caused these  
 presents to be duly signed by its duly authorized agent and attorney-in-fact, the day and year first herein above  
 written.

Signed, sealed and delivered  
 in the presence of

Carolyn H. Spator

Mark J. Daneker, substituted trustee (SEAL)

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

RECEIVED  
 CLERK. CH. CO. 11-10-81

As to Surety : Ramona A. Saucy 1983 MAY 31 AM 11:00

Ramona A. Saucy QUEEN ANNE'S COUNTY

Fireman's Fund Insurance Company  
 NAME OF COMPANY

Attorney-in-fact

36040 11 47

Charles H. Cover: Attorney in fact

15 APR 84

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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MWM No. 3, folio 330 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  
June, 1983.

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

REPORT OF SALE

MARK J. DANEKER,  
Substitute Trustee

vs.

JUDITH A. WATSON

JAMES E. AUSTIN

IN THE  
CIRCUIT COURT

FOR  
QUEEN ANNE'S COUNTY

Case No. 7358

To The Honorable Judge of the  
Circuit Court for QUEEN ANNE'S COUNTY

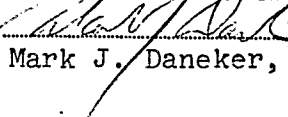
The Report of Sale of Mark J. Daneker, Substitute Trustee  
Trustee appointed by the decree in the above entitled cause, to make sale of  
Lot 10-G Five Farms Drive, Stevensville, Maryland 21666

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with  
security for the faithful discharge of his trust as prescribed by said decree, which was  
duly approved, and having given notice of the time, place, manner and terms of sale, by  
advertisements inserted in  
Queen Anne's Record Observer

The Sunpapers

weekly newspapers published in Queen Anne's County for more than  
three successive weeks preceding the day of sale, said Substitute Trustee  
did pursuant to said notice on Tuesday the 31st day of May 1983  
at 2:15 o'clock P. M. attend on the premises and then and there sold  
Lot 10-G Five Farms Drive, Stevensville, Maryland to  
Roger W. Kipp and Jacqueline Kipp.

And your Substitute Trustee sold said property unto  
Roger W. Kipp and Jacqueline Kipp at and for the sum of  
Eighty-Six Thousand Dollars (\$86,000.00), the said Purchasers  
being, at that price, the highest bidders therefor.

 (SEAL)  
Mark J. Daneker, Substitute Trustee

State of Maryland, City of Baltimore. Sct:

I HEREBY CERTIFY, That on this \_\_\_\_\_ day of June 1983  
before me, the subscriber, a Notary Public of the State of Maryland, in and for the City  
of Baltimore aforesaid, personally appeared Mark J. Daneker, Substitute

Trustee, and made Oath that the  
facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale  
thereby reported was fairly made.

As witness my hand and Notarial Seal,

RECEIVED  
CLERK, CIRCUIT COURT

1983 JUN -6 AM 10:20

My commission expires: 7/1/86  
CC-13 (1/83) QUEEN ANNE'S COUNTY

  
Notary Public.



# Michael Fox Auctioneers, inc.

Executive Offices • Suite 1915 • Charles Center South  
36 South Charles Street • Baltimore, Maryland 21201-3159

## REPORT OF SALE

PROPERTY: Lot 10G Five Farms Drive  
Queen Anne's County, MD

BUYER(S): Roger W. Kipp and Jacqueline Kipp

ADDRESS: 14-C Kent Cove  
Stevensville, MD 21666

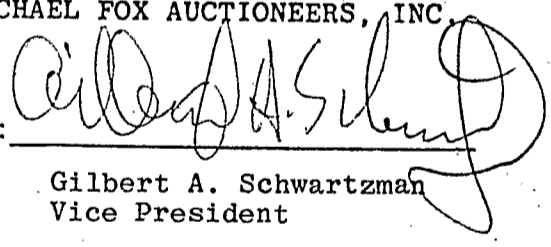
PHONE: 643-2002

AMOUNT OF SALE: \$86,000.00

DEPOSIT: \$ 5,000.00

DATE OF SALE: 5/31/83

RECEIVED  
CLERK, CIRCUIT COURT  
1983 JUN -6 AM 10:20  
QUEEN ANNE'S COUNTY

Respectfully submitted,  
MICHAEL FOX AUCTIONEERS, INC.  
By:   
Gilbert A. Schwartzman  
Vice President

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND

COUNTY/CITY OF Anne Arundel County :

I HEREBY CERTIFY, that on this 31<sup>st</sup> day of  
MAY, 19 43, before me, the  
subscriber, a Notary Public of the State of Maryland,  
personally appeared ROGER W. KIPP  
purchaser at the public auction sale in this cause, and  
made oath in due form of law that he is the purchaser  
and purchased same as principal <sup>AND</sup> agent for JACQUELINE KIPP,  
HIS WIFE, and that he has not  
directly or indirectly discouraged, anyone from bidding  
for the said property described as LOT 10 G FIVE FARMS DRIVE.

Roger W. Kipp (SEAL)  
PURCHASER

CLERK OF COURT

1983 JUN -6 AM 10:20

QUEEN ANNE'S COUNTY

William Z. Fox  
NOTARY PUBLIC  
William Z. Fox



20%  
163- 11/16  
307  
11/16

AUCTIONEER'S AFFIDAVIT

IN THE MATTER OF: Lot 10G Five Farms Drive

STATE OF MARYLAND: SS:  
Queen Anne's County :

We, the undersigned, do hereby certify that ~~the~~  
~~amount of the fees and taxes~~  
----- ~~due us, set forth in detail and singular of~~  
~~the fees and taxes due us;~~ and that we have not  
paid or will not pay, directly or indirectly  
anything of value to anyone for aiding or employ-  
ing us to make the sale ~~for which the~~ bill  
~~or statement was rendered~~, and that no payment has  
been made by us, or will be made by us in connection  
with such sale, ~~except those set forth in detail in~~  
~~the said bill or statement.~~

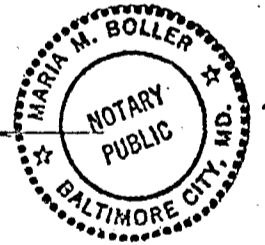
MICHAEL FOX AUCTIONEERS, INC.

By Gilbert A. Schwartzman  
Gilbert A. Schwartzman  
Vice President

Subscribed and sworn to before me, a Notary Public  
in and for the City of Baltimore, by  
Gilbert A. Schwartzman, this 2nd day of  
June, 1983.

RECORDED  
CLERK, CH. CLERK  
1983 JUN -6 AM 10: 21  
QUEEN ANNE'S COUNTY

Maria M. Boller  
Notary Public  
Maria M. Boller





ORDER NISI ON SALE

MARK J. DANEKER, Substitute Trustee

vs.

JUDITH A. WATSON  
and  
JAMES E. AUSTIN

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

Cause No. 7358

ORDERED, this 6th day of June, 19 83, that  
the sale of the real property, made and reported in this cause by  
Mark J. Daneker, Substitute Trustee, be ratified and confirmed,  
on or after the 7th day of July, 19 83, unless  
cause to the contrary thereof be previously shown; provided a copy of this order be inserted  
in some newspaper published in Queen Anne's County, Maryland, once in each of three suc-  
cessive weeks before the 30th day of June, 19 83.

The report states the amount of sales to be \$ 86,000.00.

Marguerite St. Martin Clerk

Filed June 6, 1983

Centreville, Md. 5/25 19 83

**We Hereby Certify**

That the annexed advertisement of  
**Sale - Five Farms Drive**  
**Stevensville, QAC MD 21666**  
was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 31st day of May 19 83.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 11th day of  
May 19 83, and the last  
insertion on the 25th day of  
May 19 83.

Publishers, Record Observer

Per W. M. [Signature]  
CLERK, CIRCUIT COURT

1983 JUL -5 AM 10: 52

QUEEN ANNE'S COUNTY

**AUCTION:**

Constable, Alexander, Daneker & Skeen  
Attorneys  
1000 Maryland Trust Building  
Baltimore, Maryland 21202

**Substitute  
Trustee's Sale**

DESIRABLE DETACHED 1½ STORY CAPE COD  
STYLE RESIDENCE  
LOT 10G FIVE FARMS DRIVE  
Stevensville, Queen Anne's County

Under and by virtue of the power of sale contained  
in a certain Deed of Trust from Judith A. Watson  
and James E. Austin to Richard M. Kovens and  
Michael D. Surgen, Trustees, dated December 4,  
1982, and recorded among the Land Records of  
Queen Anne's County in Liber 180, folio 790, the  
holder of the indebtedness secured by the Deed of  
Trust having appointed Mark J. Daneker, Sub-  
stitute Trustee, by instrument duly executed,  
acknowledged and recorded among the Land  
Records aforesaid and at the request of the party  
secured thereby the undersigned Substitute Trust-  
ee will offer for sale, at public auction, on the  
premisas, on

**Tuesday, May 31, 1983  
AT 2:15 P.M.**

All that lot of ground and the improvements  
thereon situate and lying in Queen Anne's County,  
State of Maryland, and described as follows:  
ALL that lot or parcel of land situate, lying and  
being on Kent Island, in the Fourth Election District  
of Queen Anne's County, State of Maryland, set  
forth and shown as Lot 10, Block G, on a plat  
entitled "Plat 2, Queen Anne Colony, Kent Island,  
Queen Anne's County, Maryland", by J. R.  
McCrone, Jr., Inc., registered engineers and  
surveyors, dated July 1955 and recorded among  
the Land Records of Queen Anne's County in Liber  
CWC No. 25, folio 73, and in Plat Book CWC No.  
1, folio 12.

Improved by a 1½ story Cape Cod style residence  
containing foyer, living room with brick fireplace,  
dining area, family room, kitchen, 3 bedrooms, 2  
baths, forced warm air electric heat and 2 car  
garage. In fee simple.

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

Terms of Sale: A deposit of \$5,000.00, cash or  
certified check, will be required of the purchaser at  
time and place of sale. Balance due in cash upon  
final ratification of the sale by the Circuit Court for  
Queen Anne's County. Interest to be paid on  
unpaid purchase money, at the rate of the Deed of  
Trust, from date of sale to date of settlement.  
Taxes, water rent to be adjusted to date of sale. All  
other public charges and assessments payable on  
an annual basis, including sanitary and/or metro-  
politan district charges to be adjusted for the  
current year to date of sale and assumed thereafter  
by the purchaser. Cost of all documentary stamps  
and transfer taxes to be paid by the purchaser.

Mark J. Daneker  
Substitute Trustee

RO-5-11-3t-017

**Michael Fox Auctioneers, inc.**

Executive Offices - Suite 1915, Charles Center South  
36 South Charles Street Baltimore, Maryland 21201 (301) 332-1333  
Washington (301) 621-4321 Philadelphia (215) 564-1175

Centreville, Md. 6/29 19 83

**We Hereby Certify**

That the annexed advertisement of  
Order Nisi Daneker vs. Watson  
and Austin  
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 June 19 83.  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 15th day of  
June 19 83, and the last  
insertion on the 29th day of  
June 19 83.

Publishers, Record Observer

Per Betty M. Comegys

ORDER NISI  
ON SALE  
MARK J. DANEKER  
Substitute Trustee  
vs.  
JUDITH A. WATSON and  
JAMES E. AUSTIN  
In the Circuit Court  
for  
Queen Anne's County  
In Equity  
Cause No. 7358

ORDERED, this 6th day  
of June 1983, that the sale  
of the real property, made  
and reported in this cause  
by Mark J. Daneker, Sub-  
stitute Trustee, be ratified  
and confirmed, on or after  
the 7th day of July, 1983,  
unless cause to the con-  
trary thereof be previously  
shown; provided a copy of  
this order be inserted in  
some newspaper published  
in Queen Anne's County,  
Maryland, once in each of  
three successive weeks  
before the 30th day of  
June, 1983.

The report states the  
amount of sales to be  
\$86,000.00

Marguerite W. Mankin  
Clerk

True Copy, Test:  
Marguerite W. Mankin  
Clerk

By: Betty M. Comegys  
Deputy Clerk

Filed June 6, 1983

RO-6-15-31-014

*Filed July 7, 1983*

LIBER

15 PAGE 849

MARK J. DANEKER,  
Substitute Trustee

vs.

JUDITH A. WATSON  
and  
JAMES E. AUSTIN

\*  
\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* Cause No. 7358

\* \* \* \* \*

ORDERED BY THE COURT, This 11<sup>th</sup> day of July, 1983,  
that the sale of the real property made and reported by the  
Substitute Trustee, Mark J. Daneker, for \$86,000.00, be and  
the same is finally Ratified and Confirmed, no cause to the  
contrary having been shown, although due notice appears to have  
been given as required by the Order Nisi passed in said cause;  
and the Trustee is allowed the usual commissions and such proper  
expenses as he shall produce vouchers for to the Auditor.

Clayton C. Carter  
JUDGE

RECEIVED  
CLERK OF CIRCUIT COURT  
1983 JUL 11 PM 1:44  
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARK J. DANEKER :  
 v. : Chancery #7358  
 JUDITH A. WATSON :  
 and :  
 JAMES E. AUSTIN :

: : : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		\$ 86,000.00	
Interest on \$ 81,000.00 at 16.875%			
from 05/31/83 to 07/08/83			
38 days @ \$37.97 per day		1,442.86	
Real property taxes			
from 05/31 to 06/30/83		<u>72.77</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 87,515.63
COMMISSIONS, payable to Fiduciary		\$ 4,300.00	
ATTORNEY FEE, Downes & Gregory		50.00	
EXPENSES OF SALE			
Court costs	\$ 169.50		
Advertising			
Notices of sale			
Record-Observer	194.04		
Sunpapers	627.15		
Report of sale	50.82		
Bond premium	328.00		
Auctioneer's fee (maximum)	200.00		
Certified mail	<u>5.10</u>	1,574.61	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 45.00		
Postage & copies	<u>1.02</u>	<u>46.02</u>	<u>5,970.63-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 81,545.00
INDEBTEDNESS DUE UNDER DEED OF TRUST			
Principal, per Statement of Debt		\$ 75,521.41-	
Interest to 04/15/83, per Statement		5,841.12-	
Late charges, per Statement		267.65-	
Escrow balance, per Statement		287.56	
Interest on principal at 16.875%			
04/16/83 to 07/30/83 95 days at \$35.40		<u>3,363.00-</u>	\$ 84,705.62-
AVAILABLE FOR DISTRIBUTION, as above			<u>81,545.00</u>
DEFICIT			\$ 3,160.62-

RECEIVED  
 CLERK, CIRCUIT COURT

1983 AUG -9 PM 2:12

QUEEN ANNE'S COUNTY

NOTICE

The attached Account was filed on the 9<sup>th</sup> day of August, 1983. 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

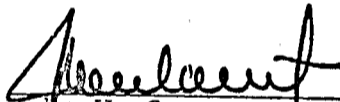
I hereby certify that I have examined the suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Chancery Cause #7358. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it 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 9<sup>th</sup> day of August, 1983, 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:

David C. Daneker, Esquire  
1000 Maryland Trust Building  
Baltimore, Maryland 21202

Judith Ann Watson  
10-G Five Farms Drive  
Stevensville, Maryland 21666

James E. Austin, Jr.  
10-G Five Farms Drive  
Stevensville, Maryland 21666

  
John W. Sause, Jr.  
Auditor

NISI RATIFICATION OF AUDIT

ORDERED this 9<sup>th</sup> day of August, 1983, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 25<sup>th</sup> day of August, 1983, unless cause to the contrary thereof be previously shown; provided notice is given in the manner provided by Maryland Rule 595 g to persons entitled thereto.

 Clerk

Filed: Aug. 9, 1983

MARK J. DANEKER, Sub. Tr.

vs.

JUDITH A. WATSON and  
JAMES E. AUSTIN

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7358  
\*  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 25th day of August, 1983,  
by the Court that the account of the Auditor is finally ratified and  
confirmed, and Mark J. Daneker, 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.

Margaret H. Mankin Clerk

Filed August 25, 1983

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