

LYNN T. KRAUSE  
Assignee for the Purposes  
of Foreclosure  
156 South Street  
Annapolis, Maryland 21401  
Anne Arundel County

Plaintiff

vs.

PYRAMID REAL ESTATE AND  
DEVELOPMENT CORPORATION  
a Maryland corporation  
1404 Crain Highway, South  
Suite 100  
Glen Burnie, Maryland 21061\*  
Anne Arundel County

and

FRANK J. MIANO  
Route 2 Box 1143  
Cecil Avenue  
Millersville, Maryland  
Anne Arundel County 21108

Defendants

\* \* \* \* \*

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY

Equity No. 7371

MAY -9-83 A 529157 \*\*\*\*\*

REQUEST TO DOCKET FORECLOSURE

MR. CLERK:

Please docket the above entitled case and accept for filing therein this Request to Docket, the original Mortgage being foreclosed, Statement of Mortgage Debt Due and an Affidavit of Non-military Service. The original Assignment of Mortgage for Purposes of Foreclosure is attached, along with an additional copy of same for filing herein. Please have the original Assignment recorded among the Land Records for Queen Anne's County, a check for the recordation charge being attached to the original Assignment.

RECEIVED  
CLERK OF COURT  
1983 MAY -9 AM 11:00  
QUEEN ANNE'S COUNTY

LYNN T. KRAUSE  
156 South Street  
Annapolis, Maryland 21401  
(301) 263-0220  
Assignee for purposes of Foreclosure  
and Attorney

XXXXXXXXXXXXXXXX  
156 SOUTH STREET  
ANNAPOLIS, MD 21401  
(301) 263-0220

THIS PARTIAL PURCHASE MONEY MORTGAGE made this 11<sup>th</sup> day of January, in the year One Thousand Nine Hundred and Eighty-Two, between PYRAMID REAL ESTATE AND DEVELOPMENT CORPORATION, a body corporate of the State of Maryland, and FRANK J. MIANO, (hereinafter collectively sometimes called the "Mortgagor") and GIBRALTAR BUILDING AND LOAN ASSOCIATION, INC., (hereinafter sometimes called the "Mortgagee").

WHEREAS, the Mortgagor stands bona fide indebted unto the Mortgagee in the full and just principal sum of ONE HUNDRED FORTY-TWO THOUSAND, FIVE HUNDRED and 00/100 Dollars (\$142,500.00) for money this day loaned by the Mortgagee unto the Mortgagor evidenced by and payable with interest as provided in a Note of even date herewith, the unpaid balance with interest accrued thereon (hereinafter referred to as the "Mortgage Debt") being due January 1, 1983, which principal sum having been used as a portion of the purchase price for the property hereinafter described;

WHEREAS, it was a condition precedent to the making of such loan that the repayment thereof, with interest, should be secured by the execution of this Mortgage;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Mortgagor grants, assigns and conveys unto the Mortgagee, its successors and assigns, all that lot or lots of ground situate in Queen Anne's County, State of Maryland, hereinafter referred to as the Mortgaged Property, and described as follows:

KNOWN AND DESIGNATED as Lot numbered Nine (9), "Windward Cove", as per plat thereof recorded among the Plat Records of Queen Anne's County in Plat Book C.W.C. 4, folio 38 and more fully described in Schedule A attached hereto.

BEING the same property conveyed unto Pyramid Real Estate And Development Corporation, by Coastland Corporation, a Maryland corporation by deed of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County.

Together with the buildings and improvements on the Mortgaged Property and the rights, roads, alleys, ways, waters, privileges, fixtures, appurtenances and advantages thereto belonging or in anywise appertaining, and including any right, title, interest and estate hereafter acquired by the Mortgagors in the property granted herein.

ALSO TOGETHER with and including, but not limited to, as part of the building and improvements erected on the aforesaid lot or lots of ground all building materials and other chattels on the premises intended to be incorporated in the improvements thereon, and all fixtures, equipment, accessories and furniture which is attached to or affixed to the buildings and improvements, including kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings; all of which fixtures, accessories and equipment now on or hereafter placed upon the lot or lots of ground are hereby declared to be by the Mortgagors fixtures and permanent additions to the realty and intended to be included as part of the lot or lots of ground hereby mortgaged.

This Mortgage shall also secure future advances as provided in Section 7-102 of Chapter 12 of the Laws of Maryland, 1974, with all additions or amendments thereto.

TO HAVE AND TO HOLD the Mortgaged Property with the improvements, appurtenances, fixtures and permanent additions as aforesaid unto the Mortgagee, its successors and assigns,

Provided that if the Mortgage Debt as aforesaid, and all other charges covered hereby, shall be paid to the Mortgagee by the Mortgagor when due, and if all of the covenants herein mentioned shall be performed, then this Mortgage shall be null and void.

The said Frank J. Miano, joins in the execution of these presents for the purpose of making himself personally liable, jointly and severally, for the payments herein provided to be made and for the performance of the covenants herein provided to be performed.

The Occurrence of any one or more of the events described in (a) Through (f) below shall constitute an Event of Default under this mortgage (in addition to other events later enumerated herein):

(a) if (i) default shall be made in the payment of any interest on the note, or in the payment of any installment of principal, in either such case, when and as the same shall become due and payable, and such default shall have continued for a period of thirty (30) days or (ii) default shall be made in any other payment of the principal of the note, when and as the same shall become due and payable, whether at maturity or by acceleration or as part of any prepayment or otherwise, in each case, as in the note and this mortgage provided and such default shall have continued for a period of thirty (30) days; or

(b) if default shall be made in the due observance or performance of any covenant or condition on the part of the Mortgagor in the note or in this mortgage contained, and such default shall have continued for a period of thirty (30) days after written notice specifying such default and demanding that the same be remedied shall have been given to the Mortgagor by the Mortgagee; or

(c) if by the order of a court of competent jurisdiction, a trustee, receiver or liquidator of the mortgaged property or any part thereof, shall be appointed and such order shall not be discharged or dismissed within sixty (60) days after such appointment; or

(d) if the Mortgagor shall file a petition in bankruptcy or for an arrangement or for reorganization pursuant to the Federal Bankruptcy Act or any similar Law, federal or state, or if, by decree of a court of competent jurisdiction, the Mortgagor shall be adjudicated a bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or receivers of all or any part of the mortgaged property; or

(e) if any of the creditors of the Mortgagor shall file a petition in bankruptcy against the Mortgagor or for reorganization of the Mortgagor pursuant to the Federal Bankruptcy Act or any similar Law, federal or state, and if such petition shall not be discharged or dismissed within sixty (60) calendar days after the date on which such petition was filed; or

(f) if final judgment for the payment of money shall be rendered against the Mortgagor and the Mortgagor shall not discharge the same or cause it to be discharged within sixty (60) days from the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based or entered, and secure a stay of execution pending such appeal.

1. During the continuance of any such Event of Default, the Mortgagee, by written notice given to the Mortgagor, may declare the entire principal of the note then outstanding (if not then due and payable), and all accrued and unpaid interest thereon, to be due and payable immediately, and upon any such declaration the principal of the note and said accrued and unpaid interest shall become and be immediately due and payable, anything in the note or in this mortgage to the contrary notwithstanding.

2. During the continuance of any such Event of Default, the Mortgagee personally, or by its agents or attorneys, may enter into and upon all or any part of the premises, and each and every part thereof, and may exclude the Mortgagor, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the premises and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, the Mortgagee at the expense of the mortgaged property, from time to time, either by purchase, repairs or construction, may maintain and restore the mortgaged property, whereof it shall become possessed as aforesaid; and likewise, from time to time, at the expense of the mortgaged property, the Mortgagee may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as to it may seem advisable; and in every such case the Mortgagee shall have the right to manage and operate the mortgaged property and to carry on the business thereof and exercise all rights and powers of the Mortgagor with respect thereto either in the name of the Mortgagor or otherwise as it shall deem best; and the Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the mortgaged property and every part thereof, all of which shall for all purposes constitute property of the Mortgagee; and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the mortgaged property or any part thereof, as well as just and reasonable compensation for the services of the Mortgagee and for all attorneys, counsel, agents, clerks, servants and other employees by it properly engaged and employed, the Mortgagee shall apply the money arising as aforesaid, first, to the payment of the interest and principal due on the note, when and as the same shall become payable and second, to the payment of any other sums required to be paid by the Mortgagor under this mortgage.

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 Lawrence B. Goldstein, Esquire, the duly authorized attorney or agent of said Mortgagee, after any default shall have occurred as aforesaid, to sell the hereby

mortgaged property. Any such sale, whether under the aforementioned assent to a decree or under the aforementioned power of sale, shall be under the provisions of Real Property Article of the Annotated Code of Maryland Section 7-105 (Chapter 12, Acts of 1974) and the Rules W70-W76 of the Maryland Rules of Procedure, or under any other general or local laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. Such sale shall be made after giving notice by advertisement as required by the aforesaid Statute and Rules; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any such sale of said property under this mortgage, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a counsel fee of Two Thousand and 00/100 Dollars (\$2,000.00) 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 Ten Per Cent (10%) of the gross sales price; (2) to the payment of all claims of the said Mortgagee hereunder, whether the same shall have matured or not, including interest thereon until the final ratification of the final Auditor's Account in the foreclosure proceedings; (3) and the balance if any, to the said Mortgagor, or to whomsoever may be entitled to same. And in the event that the mortgage debt shall be paid after docketing the foreclosure action, 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 Five Percent (5%) thereof, and a counsel fee of One Thousand and 00/100 Dollars (\$1,000.00); 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 pay the Mortgage Debt and interest thereon according to the terms and conditions of the Note and any amendment, substitution, extension or renewal thereof;
- (2) To purchase and pay the premiums thereon, during the term of this mortgage, of all policy or policies of fire and extended coverage insurance on the improvements on the above described lot of ground insuring the same against loss by fire and other hazards, usually referred to as "extended coverage," with an endorsement thereon making the proceeds of the policy or policies, in event of damage by fire or other covered casualty, payable to the Mortgagee to the extent of Mortgagee's lien on the land and improvements, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, in amounts sufficient to protect Mortgagee's lien thereon, and to deliver the policy or policies and all renewal policies or receipts to the Mortgagee; and in the event of any loss by fire or other casualties, the insurance company or companies issuing said policy or policies are hereby, and in said policy or policies are to be, directed by the Mortgagor to make payment for such loss to the Mortgagee only, to the extent of its lien thereon and any unpaid insurance premiums or taxes and other expenses advanced, and not to the Mortgagor and Mortgagee jointly; such payment to the Mortgagee shall be applied to the extinguishment of the principal, interest and other obligations secured by this mortgage, whether then due or not; however, the Mortgagee, in lieu thereof, may consent, in writing, to the application by the Mortgagor of the said insurance proceeds to the reconstruction of the improvements on the mortgaged 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 payment;
- (4) To pay to the Mortgagee, at the sole option of the Mortgagee, on the same date upon which the payments on account of principal and interest are made, for the purpose of establishing a fund to assure the payment of the taxes, water and sewer charges, and other public dues and charges, the ground rent, if any, the premiums on the policies of fire and extended coverage and any other obligations for which the above-described property may become liable, one-twelfth (1/12th) of the yearly aggregate of such payments as estimated by the Mortgagee. Said amounts so paid to the Mortgagee shall be held by the Mortgagee in trust solely for the purposes indicated and the funds may be commingled with other funds of the Mortgagee; such deposit as herein required shall be known as "Expense Account."



No interest shall be paid on the 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 from the date of such payments, said Mortgagee shall have a lien under this Mortgage on the premises hereinabove described for the amount or amounts so paid, together with the interest thereon at the rate of Seventeen Percent (17%). 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) To pay a late charge of Five Percent (5%) of the total amount of any delinquent or late periodic installments of principal or interest which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof.

(6) The Mortgagor will not commit any waste on the premises or make any change in the use of the premises which will in any way increase the premiums of any ordinary policy of fire or other hazard insurance arising out of construction or operation. The Mortgagor will, at all times, maintain the improvements in good operating order and condition and will promptly make, from time to time, all repairs, renewals, replacements, additions and improvements in connection therewith which are needful or desirable to such end. The improvements shall not be removed, demolished or substantially altered, nor shall any chattel be removed without the prior written consent of the Mortgagee.

(7) Mortgagor will not, without first obtaining the written consent of Mortgagee, mortgage or encumber the mortgaged premises or assign or attempt to assign the rents or any part thereof from the said premises; Mortgagor will not in any other manner impair or threaten to impair the value of the mortgaged premises or the security of Mortgagee for the payment of the mortgage debt. The whole of the principal sum and interest shall become due at the option of Mortgagee if Mortgagor fails to observe, keep and perform any of the foregoing provisions of this paragraph.

(8) Mortgagor agrees that it will not, without the written consent of the Mortgagee, receive or collect rents from any tenant, subtenant, undersubtenant, or other occupant of the mortgaged premises for a period of more than one month in advance, nor will Mortgagor grant any concessions to any of the foregoing persons or parties which will in any way reduce the monthly rentals as stated in the lease.

(9) Each lease of the premises or any part thereof, shall provide that, in the event of the enforcement by the Mortgagee of the remedies provided for by law or by this mortgage, any person succeeding to the interest of the Mortgagor as a result of such enforcement shall not be bound by any payment of rent or additional rent for more than one month in advance.

(10) The Mortgagor will do, and cause to be done, all such things as may be required by law in order fully to protect the security and all rights of the Mortgagee under this mortgage. The Mortgagor shall not cause or permit the lien of this mortgage to be impaired in any way.

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: to the payment of Expenses; and third: Any balance remaining shall be credited on account of the unpaid principal due as of such date.

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, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or conveyed or encumbered in any other manner, unless the Mortgagee, 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. 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;

5. 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.

6. Until default is made, the said Mortgagor may retain possession of the hereby mortgaged property.

7. Each of the parties hereto, Mortgagor and Mortgagee, shall promptly advise the other of any change in the address of either.

8. The whole of the principal sum and the interest shall become due at the option of the Mortgagee, if any representation or warranty made by the Mortgagor herein or otherwise made in writing in connection with the transaction contemplated hereby shall prove to have been false or incorrect in any material respect on the date of this mortgage and such defect (if curable) shall not have been cured within ten (10) days from the date of the mailing of notice thereof to the Mortgagor.

9. The whole of the principal sum and the interest shall become due at the option of the Mortgagee if any proceeding shall be commenced to foreclose any mortgage, lease or other lien prior to or subordinate to the lien of this mortgage.

10. As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Mortgagor hereby assigns to Mortgagee, its successors and assigns, all leases and contracts already in existence and to be created in the future, together with all rents to become due under existing or future leases and, upon an event of default as herein provided, confers on Mortgagee the exclusive power, to be used or not in its sole discretion, to act as agent or to appoint a third person to act as agent for Mortgagor, with power to take possession of and collect all rents, issues and profits arising from the mortgaged premises and apply such rents, issues and profits at the option of Mortgagee to the payment of the mortgage debt, interest, insurance, taxes, cost of maintenance and operation, repairs and other expenses similar to the foregoing, in such order of priority as Mortgagee may in its sole discretion determine, and to turn any balance remaining over to Mortgagor; but such collection of rents, issues and profits shall not operate as an affirmation of any tenant or lease in the event the title to the property should be acquired by Mortgagee or by any other purchaser at foreclosure sale.

In exercising any of the power in this paragraph contained, Mortgagee may also, upon an event of default as aforesaid, take possession of, and for these purposes use, any and all personal property contained in the mortgaged premises and useful in the operation thereof. The right to enter and take possession of said property, to manage and operate the same, and to collect the rents, issues and profits thereof, may be exercised concurrently with or independently of any other right or remedy hereunder or afforded by law. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee.

11. Mortgagor will permit Mortgagee, or its agents, at all reasonable times to enter, pass through or over the premises for the purpose of inspecting same.

12. The Mortgagor shall have the right, prior to any default hereunder, to prepay the Mortgage Debt, in whole or in part, at any time, without penalty.

13. And it is also mutually covenanted and agreed that no delay or failure on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any right or remedy.

14. It is hereby warranted that this loan is made for the purpose of acquiring or carrying on a business or commercial investment within the meaning of the provision of Article 49, Annotated Code of Maryland, as amended, and re-enacted by the provisions of Title 12, Commercial Law Article, Annotated Code of Maryland, 1975 editions, as amended.

182 and 184

The Mortgagor warrants specially the property hereby mortgaged and will exercise such further assurances of the same as may be requisite.

Whenever used herein, the words "Mortgagor" and "Mortgagee" shall include the heirs, personal representatives, successors and/or assigns of the Mortgagor or Mortgagors, 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.

WITNESS the hands and seals of said Mortgagors.

WITNESS:

PYRAMID REAL ESTATE AND DEVELOPMENT CORPORATION

*Rose Marie Bonmaster*

By: *Frank J. Miano* (SEAL)

Frank J. Miano, President

*Rose Marie Bonmaster*

*Frank J. Miano* (SEAL)  
Frank J. Miano

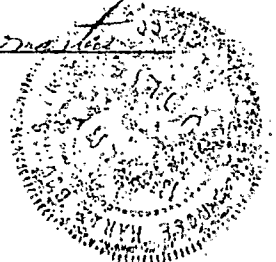
STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 11<sup>th</sup> day of January, 1982 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Frank J. Miano, President of PYRAMID REAL ESTATE AND DEVELOPMENT CORPORATION, a body corporate as aforesaid, and FRANK J. MIANO, Individually, known to me, or satisfactorily proven, to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained and that he was duly authorized so to act.

At the same time also appeared DIANE C. WHITE and made oath in due form of law that she 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.

*Rose Marie Bonmaster*  
Notary Public



My Commission Expires: July 1, 1982

-6-

FILED  
REC JAN 13 1982  
NOTARY

JAN 19-82 \* 2 223 \*\*\*\*290.70  
JAN 19-82 A #2 223 \*\*\*\*266.70  
JAN 19-82 A #2 222 \*\*\*\*\*211.00

LAWRENCE B. GOLDSTEIN  
ATTORNEY AT LAW  
P.O. BOX 291  
ANNAPOLIS, MARYLAND 21404

SCHEDULE A

Lot numbered Nine (9) as set forth and shown on a plat entitled "Windward Cove" by J.R. McCrone, Jr., Inc. Registered Engineer and Surveyor dated October 1979 and recorded in Plat Book C.W.C. 4, folio 38 and further set forth on a Plat entitled "Plat Two with Amendments to Plat One, Windward Cove", Fifth District, Queen Anne's County, Maryland by J.R. McCrone, Jr., Inc. Registered Engineer and Surveyor dated July 29, 1981 and recorded in Plat Book M.W.M. 5, folio 21, said lot containing in all 1.75 acres more or less.

LYNN T. KRAUSE  
Assignee for the purposes  
of Foreclosure

Plaintiff

vs.

PYRAMID REAL ESTATE AND  
DEVELOPMENT CORPORATION  
and  
FRANK J. MIANO

Defendants

\*\*\*\*\*

IN THE  
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity No. 7371

RECORDED  
CLEANED  
1983 MAY -9 AM 11:00  
QUEEN ANNE'S COUNTY

STATEMENT OF MORTGAGE DEBT DUE

The undersigned hereby swears and affirms under the penalties of perjury that the below detailed statement of Mortgage Debt Due is true and correct to the best of her knowledge, information and belief and that she has personal knowledge thereof. The Mortgage for which this Statement of Mortgage Debt Due is made is being filed simultaneously herewith and is a certain Mortgage dated January 11, 1982, recorded among the Land Records of Queen Anne's County in Liber 182, page 179, between Pyramid Real Estate and Development Corporation and Frank J. Miano, Mortgagors and Gibraltar Building and Loan Association, Inc., Mortgagee.

Principal	\$129,720.00
Interest through 3/31/83	17,320.18
Taxes paid by Mortgagee	185.28
	<u>\$147,225.46</u>
Per Diem interest rate	64.86

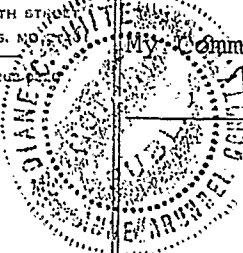
GIBRALTAR BUILDING AND LOAN  
ASSOCIATION INC.

By: J. Lee Chellis  
J. Lee Chellis, Assistant Vice  
President

27 SUBSCRIBED AND SWORN to before me, a Notary Public, on this  
day of APRIL, 1983.

XXXXXXXXXXXXXXXXXX

154 SOUTH STROM  
ANNAPOLIS, MD 21403  
(301) 261-1111



Diane C. White  
Notary Public

LYNN T. KRAUSE  
Assignee for the purposes  
of Foreclosure

Plaintiff

vs.

PYRAMID REAL ESTATE AND  
DEVELOPMENT CORPORATION  
and  
FRANK J. MIANO

Defendants

\* \* \* \* \*

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY

Equity No. 7371

AFFIDAVIT OF NON-MILITARY SERVICE

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

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared J. LEE CHELLIS, and she made oath in due form of law that to the best of her knowledge, information and belief (1) said Defendant is not in the military service of the United States, and (2) said Defendant is not in the military service of any nation allied with the United States. Affiant's belief is based on her understanding that the Defendant Miano is a permanent resident of Anne Arundel County, employed by Pyramid Real Estate and Development Corporation in Anne Arundel County as President of such corporation.

*J. Lee Chellis*  
\_\_\_\_\_  
J. Lee Chellis, Affiant

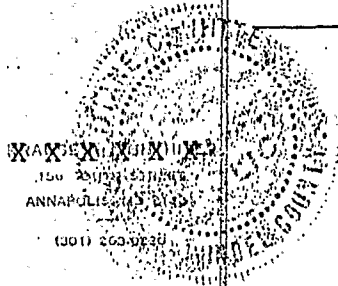
SUBSCRIBED AND SWORN to before me, a Notary Public, on the

27 day of April, 1983.

My Commission Expires:

7-1-86

*Deane C. Bute*  
\_\_\_\_\_  
Notary Public



CLEARING  
1983 MAY -9 AM 11:00  
QUEEN ANNE'S COUNTY

DOCUMENT NO. 113 396

ASSIGNMENT OF MORTGAGE FOR PURPOSES OF FORECLOSURE

The undersigned Mortgagee, GIBRALTAR BUILDING AND LOAN ASSOCIATION, INC., by and through its President, Lawrence B. Goldstein, hereby assigns to Lynn T. Krause, Esq., 156 South Street, Annapolis, Maryland 21401, for purposes of foreclosure a certain Mortgage dated January 11, 1982, and recorded among the Land Records of Queen Anne's County in Liber 182, page 179.

The undersigned Assignee hereby accepts the assignment of this Mortgage for purposes of foreclosure with all parties hereto understanding and agreeing that the Assignee shall exercise all rights and powers as the substitute attorney for Lawrence B. Goldstein, Esq., the attorney for the Mortgagee/Assignor named in the above described Mortgage.

This Assignment has been executed by the parties hereto this 2nd day of MAY, 1983.

*Lawrence B. Goldstein*  
LAWRENCE B. GOLDSTEIN  
President, Gibraltar  
Building and Loan  
Association, Inc.  
Assignor

*Lynn T. Krause*  
MAY -9 83 A #79150K \*\*\*\*\* 50  
LYNN T. KRAUSE MAY-9-83 A #29150 \*\*\*\*\* 100  
156 South Street  
Annapolis, Maryland 21401  
Attorney and Assignee for purposes  
of Foreclosure

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

On this 28th day of April, 1983, before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared LAWRENCE B. GOLDSTEIN, who acknowledged himself to be the President of Gibraltar Building and Loan Association, Inc., a corporation, and that he as such President, being authorized so to do, executed the foregoing Assignment of Mortgage for the purposes therein contained by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand and Notarial Seal.

My Commission Expires:  
JUDITH D. LAMBERTH  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires July 1, 1986

*Judith D. Lambirth*  
Notary Public

KRAUSE & LIGHTNER  
156 SOUTH STREET  
ANNAPOLIS, MD 21401  
(301) 203-0230

CLERK OF COURT  
1983 MAY -9 AM 11:01  
QUEEN ANNE'S COUNTY



156 186 275 LIBR 18 PAGE 11



# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

KNOW ALL MEN BY THESE PRESENTS:

That we, Lynn T. Krause, Assignee

..... as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Hundred Forty-Nine Thousand (\$149,000.00)

..... 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 13th day of June in the year of our Lord 1983

Whereas, the above bounden Lynn T. Krause, Assignee

by virtue of the power contained in a mortgage from Pyramid Real Estate Development Corp. and Frank J. Miano, Defendants

to Gibraltar Building and Loan Association, Inc.

bearing date the 11th day of January, 1982 and recorded

among the mortgage records of Queen Anne County, Maryland

in Liber No. 182 Folio 179 and

Lynn T. Krause, Assignee

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

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

Lynn T. Krause, Assignee

do and shall well and truly and faithfully perform the trust reposed in him

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

In Testimony Whereof, the above bounden Lynn T. Krause, Assignee

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Lynn T. Krause (SEAL)

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

..... (SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Lynn T. Degen As to Surety

By Frederick J. Crismond, Jr. Attorney-in-Fact

REG. L. DEGEN  
11228(MY1) - 250, B 01 213731  
Formerly AFD-223a  
Mortgage's or Attorney's Bond

Surety Approved and Bond Allocated June 13, 1983

1777 3 347 777

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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied  
from Liber M/M No. 3, folio 333, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto  
subscribe my name and affix the  
Seal of the Circuit Court for  
Queen Anne's County this 23rd  
day of June 1983.



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

18-14

LYNN T. KRAUSE,  
Assignee

Plaintiff

vs.

PYRAMID REAL ESTATE AND  
DEVELOPMENT CORPORATION  
and

FRANK J. MIANO

Defendants

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

EQUITY NO. 7371

\*\*\*\*\*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Lynn T. Krause, Assignee, of the mortgage filed herein, which is the subject of this action, being vested with the power to sell the property, said mortgage bearing the date of January 11, 1982 and recorded among the Land Records of Queen Anne's County, Maryland in Liber 182, folio 179, respectfully represents:

1. That the debt secured by said mortgage, being due and payable and unpaid, said Assignee was appointed as such Assignee by the mortgagee, by instrument duly recorded among the land records of Queen Anne's County, Maryland, said Assignee becoming vested with the power of sale under the terms of said mortgage.


2. That after giving notice of the time, place and manner and terms of said sale by advertising in the Queen Anne's Record Observer, a newspaper of general circulation published in Queen Anne's County, Maryland, once each week for three successive weeks the first advertisement being not less than fifteen (15) days prior to the sale in accordance with the terms of said mortgage, and the last advertisement not more than one (1) week prior to the sale in accordance with the Maryland Rules of Procedure, in accordance with the terms of said mortgage, also, a copy of said advertisement being filed in these proceedings and incorporated into this Report by reference.

RECORDED  
INDEXED  
1983 JAN 15 AM 9:49  
QUEEN ANNE'S COUNTY

KRAUSE & COUNTESSER  
126 SOUTH STREET  
ANNAPOLIS, MD 21401  
(301) 262-0220

3. On June 13, 1983, after giving bond with surety for the faithful performance of said duties, the said Assignee offered the property described in said mortgage, being known as Lot 9, "Windward Cove", to the highest bidder for cash at auction to the secured party, Gibraltar Building and Loan Association, Inc. for the sum of One Hundred Thousand and no/100 (\$100,000.00) Dollars, they being the highest bidder therefor and expressing themselves ready and willing to pay the balance of the purchase price, if any, upon ratification of said sale by this Honorable Court.

The undersigned represents to this Court that the sale was fairly made and that no one was discouraged from bidding for the property sold in this action. The undersigned further represents that an affidavit of the purchaser is filed with this Report of Sale as well as a certificate of the auctioneer, Robert H. Campbell.

  
Lynn T. Krause, Assignee

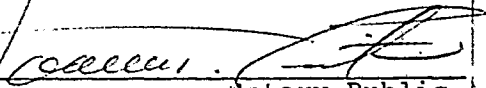
STATE OF MARYLAND  
COUNTY OF ANNE ARUNDEL,

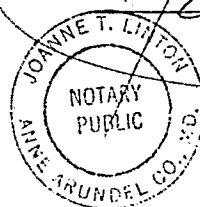
to wit:

On this *13<sup>th</sup>* day of June, 1983, before me, a Notary Public, appeared Lynn T. Krause, and he executed the foregoing Report of Sale for the purposes therein and made oath in due form of law that the statements therein are true and correct to the best of his information, knowledge and belief.

Subscribed and sworn to before me this *13<sup>th</sup>* day of June, 1983.

my commission expires:  
7/1/86

  
Notary Public



KRAUSE & LIGHTFOOT  
156 SOUTH STREET  
ANNAPOLIS, MD 21401  
(301) 263-0220

2 of 2

LIBER 16 PAGE 15

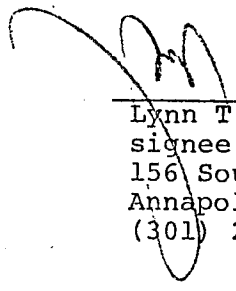
LYNN T. KRAUSE, \* IN THE  
 Assignee \*  
 Plaintiff \* CIRCUIT COURT  
 \*  
 vs. \* FOR  
 \* QUEEN ANNE'S COUNTY  
 PYRAMID REAL ESTATE AND \*  
 DEVELOPMENT CORPORATION \* EQUITY NO. 7371  
 and \*  
 FRANK J. MIANO \*  
 Defendants \*

\*\*\*\*\*

AFFIDAVIT OF COMPLIANCE

The undersigned Assignee of mortgage for purposes of foreclosure in these proceedings hereby swears under penalties of perjury, that pursuant to Maryland Rule W74 and Real Property Article § 7-105, Annotated Code of Maryland, that he gave notice required in said Rule and Code provision to all persons being entitled to notice of these proceedings, by certified mail, return receipt requested, on June 1, 1983, to their last known addresses, copy of notice letter and return receipt being attached hereto as Exhibits A and B, along with the foreclosure advertisement attached to said letter.

The undersigned further swears and affirms under penalties of perjury that there are no other record mortgage or deed of trust holders for said property or holders of any other security interest other than those as revealed in the attached Exhibits.



Lynn T. Krause, Affiant and Assignee  
 156 South Street  
 Annapolis, Md. 21401  
 (301) 263-0220

RECEIVED  
 CLERK OF COURT  
 1983 JUN 15 AM 10:43  
 QUEEN ANNE'S COUNTY

Lynn T.  
 KRAUSE XXXXXXXXXXXX  
 156 SOUTH STREET  
 ANNAPOLIS, MD 21401  
 (301) 263-0220

*Lynn T. Krause*  
ATTORNEY AT LAW

156 SOUTH STREET  
ANNAPOLIS, MD 21401  
763-0720  
769-0163

PLEASE REPLY TO ANNAPOLIS OFFICE

GLEN BURNIE OFFICE  
EMPIRE TOWERS  
GLEN BURNIE, MD 21061  
766-4500

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED June 1, 1983

Mr. Frank J. Miano, individually  
and as president of Pyramid Real  
Estate and Development Corporation  
Route 2 Box 1143  
Cecil Avenue  
Millersville, Maryland 21108

Re: Mortgage from Pyramid Real Estate and  
Development Corporation and Frank J. Miano  
to Gibraltar Building and Loan Association, Inc.  
Dated: January 11, 1982  
Original Mortgage: \$142,500.00

Dear Mr. Miano:

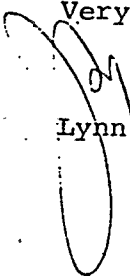
I am writing to you pursuant to the requirements of  
Rule W 74 of the Maryland Rules of Procedure regarding  
notice of a pending foreclosure sale.

Please be advised that the real property known as  
Lot 9, Windward Cove, Grasonville, Maryland, is  
being foreclosed upon pursuant to the terms of said  
mortgage by my client, Gibraltar Building & Loan  
Association, Inc.

The auction sale of this foreclosure is scheduled  
for Monday, June 13, 1983, at 11:00 o'clock a.m. at the  
Courthouse Door at the Queen Anne's County Circuit  
Court, Centreville, Maryland. A copy of the advertise-  
ment for said foreclosure is attached giving you all  
the various details regarding said sale and the terms  
of the sale.

If you have any questions regarding this matter  
please feel free to call me.

Very truly yours,

  
Lynn T. Krause

Enclosure

LTK/jlf

*Exhibit A*

LIBER

16 PAGE 17

Gibraltar case file  
No. 693126

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

FRANK J. Miano, indiv &  
as president of Pyramid Real  
Estate and Devel Corp.  
Rt 2 Box 1143 Cecil Ave.  
Millersville, MD 21108

CONSULT POSTMASTER FOR FEES		CERTIFIED FEE	\$
OPTIONAL SERVICES		SPECIAL DELIVERY	¢
		RESTRICTED DELIVERY	¢
		SHOW TO WHOM AND DATE DELIVERED	¢
		SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	¢
		SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
		SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES			\$1.55
POSTMARK OR DATE		Mailed 6/1/83 JCF	

PS Form 3800, Apr. 1976

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

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

2. ARTICLE ADDRESSED TO:  
 Frank J. Miano, individually and as president of Pyramid Real Estate & Devel Corp.  
 Rt 2 Box 1143, Millersville, MD

3. ARTICLE DESCRIPTION: 21108  
 REGISTERED NO. 693126 INSURED NO.  
 (Always obtain signature of addressee or agent)

I have received the article described above.  
 SIGNATURE  Addressee  Authorized agent  
*Frank Miano*

4. DATE OF DELIVERY 6-3-83  
 POSTMARK 2 JUN 1983

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: \_\_\_\_\_  
 CLERKS INITIALS \_\_\_\_\_

PS Form 3811, Apr. 1977

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

★GPO: 1977-0-249-595

Exhibit B



ROBERT H. CAMPBELL, AUCTIONEER

TO BE ADVERTISED IN THE QUEEN ANNE'S RECORD OBSERVER ON THREE OCCASIONS, WEDNESDAY, MAY 25, 1983, WEDNESDAY, JUNE 1, AND WEDNESDAY, JUNE 15, 1983.

ASSIGNEE'S SALE OF VALUABLE PARTIALLY COMPLETED RESIDENTIAL DWELLING

Under and by virtue of the power of sale contained in a Mortgage dated January 11, 1982, from Pyramid Real Estate and Development Corporation, a Maryland corporation, and Frank J. Miano, individually, said Mortgage being recorded among the Land Records of Queen Anne's County, Maryland, in Liber 182, folio 179, the undersigned Assignee of said Mortgage for purposes of foreclosure, default in said Mortgage having occurred thereunder, will make sale of the property described below and in said Mortgage and will offer for public sale at auction at the Courthouse Door, Courthouse, Centreville, Maryland 21617, on Monday, June 13, 1983, at 11:00 o'clock a.m., the following described property improved by a partially completed residential dwelling, more particularly described as follows:

KNOWN AND DESIGNATED as Lot numbered Nine (9), "Windward Cove", as per plat thereof recorded among the Plat Records of Queen Anne's County, in Plat Book C.W.C. 4, folio 38, and further set forth on a Plat entitled "Plat Two with Amendments to Plat One, Windward Cove", Fifth District, Queen Anne's County, Maryland by J.R. McCrone, Jr., Inc., Registered Engineer and Surveyor, dated July 29, 1981 and recorded in Plat Book M.W.M. 5, folio 21, said lot containing in all 1.75 acres more or less.

Said property will be sold in an "as is" condition, subject to any existing building violations, etc. and also subject to conditions, restrictions, easements, and agreements of record affecting same, if any.

There is no warranty as to the nature and condition of the property, equipment, fixtures or improvements or to the nature and extent of the completion of the improvements on said property.

TERMS OF SALE

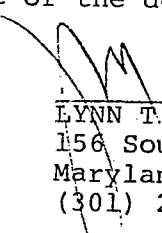
Cash or certified check deposit in the amount of \$7,500.00 will be required of the purchaser at time and place of sale.

The balance of the purchase money, with interest thereon at the rate of 15% interest per annum, shall be paid in cash or by certified check within fifteen (15) days from the date of final ratification of sale, interest to be charged at the above rate from the date of sale to the date of settlement on the unpaid purchase price.

Taxes and all other public charges and assessments payable on an annual basis, shall be adjusted for the current year to date of auction sale and assumed thereafter by the purchaser.

Cost of all documentary stamps and transfer taxes, recording charges, and any and all other settlement costs shall be paid by the purchaser. Failure to pay the consideration and make settlement as provided herein shall constitute a default by the purchaser, with the deposit being forfeited and the property re-sold at the risk and cost of the defaulting purchaser or purchasers.

Lynn T. Krause  
REGISTERED AUCTIONEER  
156 SOUTH STREET  
ANNAPOLIS, MD 21401  
(301) 263-0220

  
LYNN T. KRAUSE, ESQUIRE  
156 South Street, Annapolis,  
Maryland, 21401  
(301) 263-0220

Assignee

16 19

LYNN T. KRAUSE  
Assignee

Plaintiff

vs.

PYRAMID REAL ESTATE AND  
DEVELOPMENT CORPORATION and  
FRANK MIANO

\* Defendants \*

\* IN THE  
\* CIRCUIT COURT

\* FOR

\* ANNE ARUNDEL COUNTY

\* EQUITY NO. 7171

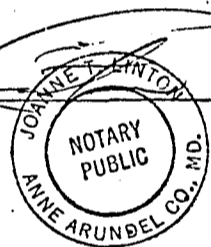
AFFIDAVIT OF PURCHASER

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL:

I HEREBY CERTIFY that on this 13th day of June,  
1983, before me, the subscriber, a Notary Public in and for the  
State of Maryland, Anne Arundel County, aforesaid, personally  
Lynn T. Krause, Agent for  
appeared Gibraltar Building & Loan, Purchaser at the public  
sale of the foreclosure in the above captioned case, and made oath  
in due form of law that ~~he/she is the Purchaser of said property~~  
purchased same as agent for Gibraltar Building & Loan  
Association, Inc., and that he/she has not directly  
or indirectly discouraged anyone from bidding for the said  
property described in the Report of Sale.

SUBSCRIBED and SWORN to before me this 13th day of  
June, 1983.

*Joanne T. Linton*  
NOTARY PUBLIC



My Commission Expires:

7/1/86

*[Signature]*  
PURCHASER

RECEIVED  
CLERK, CIRCUIT COURT  
1983 JUN 15 AM 10:50  
QUEEN ANNE'S COUNTY

TELEPHONE  
301-208-5408



**ROBERT H. CAMPBELL & SONS**  
Auctioneers & Appraisers

ESTABLISHED 1847

LICENSED AUCTIONEERS AND APPRAISERS OF REAL ESTATE AND PERSONAL PROPERTY  
MEMBER NATIONAL & STATE AUCTIONEERS ASSOCIATIONS

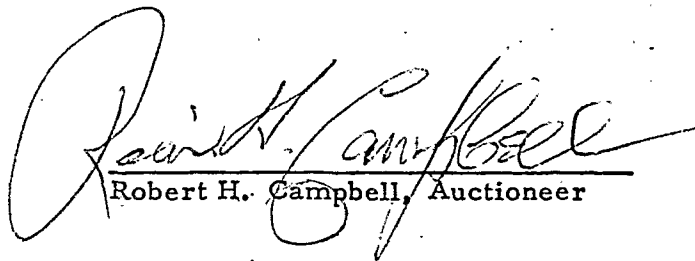
121 PRINCE GEORGE STREET  
ANNAPOLIS, MARYLAND 21401

JUNE 13, 1983

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 13 day of JUNE, 1983,  
sold the property described in the attached advertisement, unto \_\_\_\_\_  
GIBRALTAR BUILDING & LOAN ASSOCIATION, INC.

at and for the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)  
being then and there the highest bidder(s) therefore and that the sale was fairly  
made.

  
Robert H. Campbell, Auctioneer

RECEIVED  
CLERK, CIRCUIT COURT  
1983 JUN 15 AM 10:49  
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE

LYNN T. KRAUSE, Assignee

vs.

PYRAMID REAL ESTATE AND DEVELOPMENT CORPORATION and FRANK J. MIANO

In the Circuit Court for Queen Anne's County In Equity Cause No. 7371

ORDERED, this 15th day of June, 1983, that the sale of the real property, made and reported in this cause by Lynn T. Krause, Assignee, be ratified and confirmed, on or after the 18th day of July, 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 11th day of July, 1983.

The report states the amount of sales to be \$100,000.00.

Marguerite J. Markin Clerk

Filed June 15, 1983

Centreville, Md. 6/8 19 83

### We Hereby Certify

That the annexed advertisement of  
Sale Frank J. Miano

was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 13th day of June 1983.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 25th day of  
May 19 83, and the last  
insertion on the 8th day of  
June 19 83.

Publishers, Record Observer

Per

*[Signature]*  
1983 JUN 28 PM 11:27

QUEEN ANNE'S COUNTY

## Assignee's Sale

### OF VALUABLE PARTIALLY COMPLETED RESIDENTIAL DWELLING

Under and by virtue of the power of sale contained in a Mortgage dated January 11, 1982, from Pyramid Real Estate and Development Corporation, a Maryland corporation, and Frank J. Miano, individually, said Mortgage being recorded among the Land Records of Queen Anne's County, Maryland, in Liber 182, folio 179, the undersigned Assignee of said Mortgage for purposes of foreclosure, default in said Mortgage having occurred thereunder, will make sale of the property described below and in said Mortgage and will offer for public sale at auction at the Courthouse Door, Courthouse, Centreville, Maryland 21617, on

**Mon., June 13, 1983**

at 11:00 o'clock a.m.

the following described property improved by a partially completed residential dwelling, more particularly described as follows:

KNOWN AND DESIGNATED as Lot numbered Nina (9), "Windward Cove", as per plat thereof recorded among the Plat Records of Queen Anne's County, in Plat Book C.W.C. 4, folio 38, and further set forth on a Plat entitled "Plat Two with Amendments to Plat One, Windward Cove", Fifth District, Queen Anne's County, Maryland by J. R. McCrone, Jr., Inc., Registered Engineer and Surveyor, dated July 29, 1981 and recorded in Plat Book M.W.M. 5, folio 21, said lot containing in all 1.75 acres more or less.

Said property will be sold in an "as is" condition, subject to any existing building violations, etc. and also subject to conditions, restrictions, easements, and agreements of record affecting same, if any.

There is no warranty as to the nature and condition of the property, equipment, fixtures or improvements or to the nature and extent of the completion of the improvements on said property.

#### TERMS OF SALE

Cash or certified check deposit in the amount of \$7,500.00 will be required of the purchaser at time and place of sale.

The balance of the purchase money, with interest thereon at the rate of 15% interest per annum, shall be paid in cash or by certified check within fifteen (15) days from the date of final ratification of sale, interest to be charged at the above rate from the date of sale to the date of settlement on the unpaid purchase price.

Taxes and all other public charges and assessments payable on an annual basis, shall be adjusted for the current year to date of auction sale and assumed thereafter by the purchaser.

Cost of all documentary stamps and transfer taxes, recording charges, and any and all other settlement costs shall be paid by the purchaser. Failure to pay the consideration and make settlement as provided herein shall constitute a default by the purchaser, with the deposit being forfeited and the property re-sold at the risk and cost of the defaulting purchaser or purchasers.

LYNN T. KRAUSE, ESQUIRE  
156 South Street  
Annapolis, Maryland 21401  
Assignee  
(301) 263-0220

Robert H. Campbell  
Auctioneer

RO-5-25-31-083

LYNN T. KRAUSE,  
Assignee  
  
Plaintiff

vs.

PYRAMID REAL ESTATE AND  
DEVELOPMENT CORPORATION  
and  
FRANK J. MIANO

Defendants

\* \* \* \* \*

IN THE  
  
CIRCUIT COURT  
  
FOR  
  
QUEEN ANNE'S COUNTY

Equity No. 7371

CLERK OF COURT  
1993 JUL 25 AM 10:05  
QUEEN ANNE'S COUNTY

PETITION TO SUBSTITUTE PURCHASER

Now comes the foreclosing Assignee, Lynn T. Krause, Esquire, and hereby moves this Honorable Court to substitute purchasers in the above captioned matter and in support thereof states:

1. At the foreclosure sale of the property which is the subject of these proceedings, the purchaser was Gibraltar Building and Loan Association, Inc., the holder of the instrument of indebtedness being foreclosed hereon, with said purchaser being reported as the purchaser in the Report of Sale filed herein.

2. For various business reasons, the purchaser Gibraltar Building and Loan Association, Inc. desires to assign its rights in this purchase to a substitute purchaser, a wholly owned subsidiary of Gibraltar Building and Loan Association, Inc., namely Gibraltar Service Corporation, a Maryland corporation.

3. In accordance with Maryland Rule W74g3, the undersigned Assignee as the person making sale, and an authorized signatory of the purchaser at sale, Gibraltar Building and Loan Association, Inc., as well as of the substitute purchaser, Gibraltar Service Corporation, have executed this Petition where indicated.

WHEREFORE, your Petitioner prays that the attached Order substituting purchaser be executed by this Honorable Court, and for such other and further relief as the nature of this cause may require.

GIBRALTAR BUILDING AND LOAN  
ASSOCIATION, INC.  
a Maryland corporation,

By *J. L. Chelle*  
Its *Assistant Vice President*

GIBRALTAR SERVICE CORPORATION,  
a Maryland corporation,

By *J. L. Chelle*  
Its *Assistant Vice President*

*[Signature]*  
LYNN T. KRAUSE, ESQUIRE  
Assignee  
156 South Street  
Annapolis, Maryland 21401  
(301) 263-0220

POINTS AND AUTHORITIES

Maryland Rule W74g3

KRAUSE & LIGOCKER  
156 SOUTH STREET  
ANNAPOLIS, MD 21401  
(301) 263-0220

(2)



LYNN T. KRAUSE,  
Assignee

Plaintiff

vs.

PYRAMID REAL ESTATE AND  
DEVELOPMENT CORPORATION  
and  
FRANK J. MIANO

Defendants

\* \* \* \* \*

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY

Equity No. 7371

O R D E R

The Petition to Substitute Purchaser, having been read and considered, it is this 27th day of July, 1983, by the Circuit Court for Queen Anne's ~~Anne Arundel~~ County, sitting in Equity, ORDERED that Gibraltar Service Corporation, a Maryland corporation, be substituted as Purchaser for the property which is the subject of these proceedings, in place of Gibraltar Building and Loan Association, Inc., the Purchaser listed in the Report of Sale filed in these proceedings, pursuant to Md. Rule W 74

g. 3.

Waylon O. Decker  
JUDGE

RECEIVED  
CLERK OF COURT  
1983 JUL 28 AM 9 44  
QUEEN ANNE'S COUNTY

Centreville, Md. 7/6 19 83

### We Hereby Certify

That the annexed advertisement of  
Order Nisi Pyramid Real  
Estate and Development  
was 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 July 19 83.

And that the first insertion of said ad-  
vertisement in the said RECORD

OBSERVER was on the 22nd day of

June 19 83, and the last

insertion on the 6th day of

July 19 83.

Publishers, Record Observer

Per

*Misty M. Mankin*

ON  
HS  
DE  
BE  
ORDER NISI  
ON SALE  
LYNN T. KRAUSE  
Assignee

vs.  
PYRAMID REAL ESTATE  
AND DEVELOPMENT  
CORPORATION and  
FRANK J. MIANO  
In the Circuit Court  
for  
Queen Anne's County  
In Equity  
Cause No. 7371

ORDERED, this 15th day  
of June, 1983, that the sale  
of the real property, made  
and reported in this cause  
by Lynn T. Krause,  
Assignee, be ratified and  
confirmed, on or after the  
18th 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 11th day of  
July, 1983.

The report states the  
amount of sales to be  
100,000.00

Marguerite W. Mankin  
Clerk

True Copy, Test:  
Marguerite W. Mankin  
Clerk

By: Betty M. Comegys  
Deputy Clerk

Filed June 15, 1983

RO-6-22-3t-039

**FILED**

AUG 19 1983

CIRCUIT COURT  
QUEEN ANNE'S CO.

LYNN T. KRAUSE,  
Assignee,  
  
Plaintiff,  
  
vs.

PYRAMID REAL ESTATE AND  
DEVELOPMENT CORPORATION  
and  
FRANK J. MIANO,  
  
Defendants.

\* IN THE  
\*  
\* CIRCUIT COURT  
\*  
\* FOR  
\*  
\* QUEEN ANNE'S COUNTY  
\*  
\*  
\*  
\* Equity No. 7371  
\*  
\*

\* \* \* \* \*

ORDER FOR RATIFICATION OF FORECLOSURE SALE

The various matters filed in these proceedings having been read and considered, this Court, finding that all of the applicable laws and Rules of Procedure for the State of Maryland having been complied with by the party foreclosing the property described in these proceedings, the sale having been made and reported herein, and after the Order NISI for said sale having been advertised in accordance with the Rules of Procedure applicable thereto, no objection to said sale having been filed in these proceedings by any party, it is this 24th day of August, 1983, by the Circuit Court for Queen Anne's County, sitting in Equity, ORDERED

that the sale described in these proceedings and the same is hereby ratified *and the proceedings are referred to the Auditor of this Court for the purpose of stating an audit in accordance with Md. Rules 595 and Second Circuit Rule 12.*

*Clayton P. Collier*  
JUDGE

CLERK  
1983 AUG 24 PM 3:27  
QUEEN ANNE'S COUNTY

## MORTGAGE NOTE

\$142,500.00

Annapolis, Maryland

January 11, 1982

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of GIBRALTAR BUILDING AND LOAN ASSOCIATION, INC., the principal sum of ONE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED and 00/100 (\$142,500.00) DOLLARS, with interest from the date hereof at the rate of eighteen per centum (18.00%) per annum, which said principal and interest the undersigned hereby promises to pay as follows:

In monthly installments of interest only at the rate of eighteen per centum (18%), per annum, commencing on the 1st day of February, 1982, and monthly thereafter until the full amount of said principal and interest thereon shall have been paid; any balance of principal and interest due or unpaid on the 1st day of January, 1983, shall be due and payable on said date.

All payments shall be made in lawful money of the United States of America at 1090 Cape St. Claire Road, Annapolis, Maryland 21401.

This Note is secured by a Mortgage of even date herewith on real property in Queen Anne's County, Maryland described as follows:

Lot Numbered Nine (9) as set forth and shown on a plat entitled "Windward Cove" by J.R. McCrone, Jr., Inc. Registered Engineer and Surveyor dated October 1979 and recorded in Plat Book C.W.C. 4, folio 38 and further set forth on a plat entitled "Plat Two with Amendments to Plat One, Windward Cove", Fifth District, Queen Anne's County, Maryland by J.R. McCrone, Jr., Inc. Registered Engineer and Surveyor dated July 29, 1981 and recorded in Plat Book M.W.M. 5, folio 21, said lot containing in all 1.75 acres more or less.

Being the same property conveyed unto Pyramid Real Estate and Development Corporation, by Coastland Corporation, a Maryland Corporation, by deed of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County.

Privilege is reserved unto the makers to repay the indebtedness evidenced by this Note, or any part hereof, at any time, without penalty or premium.

Upon any default under this Note or the Mortgage securing this Note the entire balance of principal and interest shall, at the option of the holder hereof, become immediately due and payable. 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 attorney's fees equal to twenty per cent (20%) of the unpaid principal in default.

The maker hereby authorizes any attorney to enter an appearance on his behalf, and as his attorney, to confess judgment against him after default in any court of record for any amount due on this Note, plus interest and the aforesaid costs, expenses and fees.

Presentment, notice of dishonor, protest, stay of execution, right of appeal, and all exemption laws of the State of Maryland or elsewhere 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 personal representatives/successors and assigns.

Upon default being made in the payment of interest or principal in whole or in part when due, the Holder reserves the right to declare the entire Debt due and payable forthwith as above provided, or the Holder may at its sole option, accept the total overdue payments from the Maker and collect a "late charge" for each payment overdue and unpaid for more than fifteen (15) days in an amount equal to five per cent (5%) of the delinquent payment.

WITNESS:

Clare Marie Lawrence

Clare Marie Lawrence

CLERK, C.C.

PYRAMID REAL ESTATE AND DEVELOPMENT CORPORATION

By: Frank J. Miano  
Frank J. Miano, PresidentFrank J. Miano  
Frank J. Miano

1983 SEP -1 AM 11:34

QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

LYNN T. KRAUSE :  
 Assignee :  
 v. : Chancery #7371  
 PYRAMID REAL ESTATE, etc., et al. :  
 Defendants :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE		
Sale Price, as reported	\$ 100,000.00	
Interest on \$ 92,500.00 at 15% from 06/13/83 to 08/01/83 48 days @ \$ 38.0137 per day	1,824.66	
Real property taxes \$ 185.28 from 06/13 to 06/30/83 17 days at \$ 0.508	<u>8.64</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION		\$ 101,833.30
COMMISSIONS, payable to Fiduciary	\$ 500.00	
ATTORNEY FEE, as per Mortgage	64.00	
EXPENSES OF SALE		
Court costs	\$ 171.50	
Advertising		
Notice of sale	180.18	
Report of sale	53.13	
Bond premium	596.00	
Auctioneer's fee (maximum)	200.00	
Certified mail	<u>1.55</u>	1,202.36
AUDITOR'S FEE AND COSTS		
Fee for audit, per order	\$ 45.00	
Telephone	2.00	
Postage & copies	<u>1.02</u>	<u>48.02</u>
		<u>1,814.38-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION		\$ 100,018.92
INDEBTEDNESS DUE UNDER MORTGAGE		
Principal, per Statement of Debt	\$ 129,720.00-	
Interest to 03/31/83, per Statement	17,320.18-	
Real estate taxes, per Statement	185.28-	
Interest on principal at 18% ** 04/01/83 to 08/13/83 135 days at \$63.972	<u>8,636.22-</u>	\$ 155,861.68-
AVAILABLE FOR DISTRIBUTION, as above		<u>100,018.92</u>
<u>DEFICIT</u>		\$ 55,842.76-

\*\* Interest computed in accordance with copy of a Mortgage Note dated January 11, 1982, which was furnished by the Mortgagee at the Auditor's request and is filed in the Record

Interest to Purchaser was computed on basis of 365-day year; interest to Mortgagors is similarly computed

RECEIVED  
 CLERK OF COURT  
 1983 SEP -1 AM 11:34  
 QUEEN ANNE'S COUNTY

NOTICE

The attached Account was filed on the 1st day of September, 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 #7371. 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 1st day of September, 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:

Lynn T. Krause, Esquire  
156 South Street  
Annapolis, Maryland 21401

Pyramid Real Estate  
and Development Corporation  
Route 2 Box 1143  
Millersville, Maryland 21108

Mr. Frank J. Miano  
Route 2 Box 1143  
Millersville, Maryland 21108

  
John W. Sause, Jr.  
Auditor

NISI RATIFICATION OF AUDIT

ORDERED this <sup>1st</sup> day of September, 1983, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the <sup>15th</sup> day of September, 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: September 1, 1983

RECEIVED  
CLERK. CHANCERY COURT  
1983 SEP -1 AM 11:34  
QUEEN ANNE'S COUNTY

LYNN T. KRAUSE, Assignee

vs.

PYRAMID REAL ESTATE AND  
DEVELOPMENT CORP  
and  
FRANK J. MIANO

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7371  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 20th day of September, 1983,

by the Court that the account of the Auditor is finally ratified and confirmed, and Lynn T. Krause, Assignee/~~Trustee~~ is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Marguerite H. Markin Clerk

Filed September 20, 1983



IN THE MATTER OF THE TAX SALES \*  
 IN QUEEN ANNE'S COUNTY, MARYLAND, \*  
 FOR THE YEAR 1983, OF PROPERTIES \*  
 ASSESSED TO THE FOLLOWING: ALBERT \*  
 AND CONSTANCE CLOUGH; EDWARD \*  
 COUGH AND LINDA NADOLNY; LEWIS \*  
 AND MARY CRUIKSHANK; ROLPH'S WHARF \* IN THE  
 MARINA, INC.; LILLIAN CURTIS; \*  
 HERBERT H. CAMPBELL; FRANK AND \*  
 GERALDINE CLARK; HERITAGE \*  
 ENTERPRISES, INC.; ROBERT F. HICKS, \*  
 JR.; ALLYN S. JOHNSON; PHYLLIS L. \*  
 JOHNSON; WILLIAM B. AND NELLIE \*  
 MCDEVITT; SAUL J. MCGRANE; CHARLES \*  
 M. MURPHY, ET AL.; REAL ESTATE \*  
 INVESTORS RENTALS, INC.; EDWARD \*  
 SEVERA, JR.; MILDRED L. THOMPSON; \*  
 GRACE P. WALKER; CHARLES AND \*  
 LOUELLA WENDLING; THEODORE C. \*  
 WILSON; THOMAS GOULD; CHARLES H. \*  
 WILSON, HEIRS; RAYMOND R., JAMES \*  
 AND WILLIAM A. CLARK; LUCY DAVILA, \*  
 ET AL.; VIOLET B. HARKLESS; JAMES \*  
 H. LLOYD; CLARENCE D. RINGOLD AND \*  
 ESTHER E. PRITCHETT; JONATHON B. \*  
 AND ROSEMARIE B. RINTELS; JOHN \*  
 WATSON \*  
 NO. 7394

\* \* \* \* \*

REPORT OF TAX SALES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Record of Tax Sales made by William H. Tolson, Treasurer, for Queen Anne's County, unto your Honors respectfully represents:

1. That in the annual levy made by The County Commissioners of Queen Anne's County for the fiscal year 1982-1983 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.

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ATTORNEYS AT LAW  
CENTREVILLE, MARYLAND 21817  
758 0877

CLERK  
1983 JUN 10 11 44 AM  
QUEEN ANNE'S COUNTY

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 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, 1983, 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, 1983, 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, 1983, 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 17, 1983, 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 Peters Corner, Templeville Road, being designated on Map 20, Block 14, as Parcel 44, Queen Anne's County Tax Maps, consisting of 15 acres of land, more or less and improvements. Assessed value \$2,960.00, assessed to Albert and Constance Clough for \$147.39 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	147.39
Interest- - - - -		7.86
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	194.75
5% Treasurer's Commission - - - - -		45.00
	\$	239.75

The property was sold to Malvir and Helen Gelof at and for the sum of Nine Hundred Dollars (\$900.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the First Election District of Queen Anne's County, Maryland, located N/Md Route 302, W/Barclay, being designated on Map 18, Block 22, as Parcel 91, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$17,050.00, assessed to Edward Clough and Linda Nadolny for \$366.58 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	366.58
Interest- - - - -		19.54
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	425.62
5% Treasuer's Commission - - - - -		25.00
	\$	450.62

The property was sold to John Nickerson 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 First Election District of Queen Anne's County, Maryland, located W/Side Maryland 313, S/Sudlersville, being designated on Map 18, Block 6,

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as Parcel 61, Queen Anne's County Tax Maps, consisting of 1.89 acres of land, more or less and improvements. Assessed value \$25,890.00, assessed to Lewis and Mary Cruikshank for \$556.64 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	556.64
Interest- - - - -		29.68
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	625.82
5% Treasurer's Commission - - - - -		35.00
	\$	660.82

The property was sold to Harry Reynolds at and for the sum of Seven Hundred Dollars (\$700.00) 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 W/End Rolph's Wharf Road, being designated on Map 16, Block 2, as Parcel 2, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less and improvements. Assessed value \$116,380.00, assessed to Rolph's Wharf Marina, Inc. for \$2,502.17 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	2,502.17
Interest- - - - -		133.36
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	2,675.03
1981-82 Taxes - - - - -		74.38
1982-83 Taxes - - - - -		148.76
	\$	2,898.17
5% Treasurer's Commission - - - - -		150.00
	\$	3,048.17

The property was sold to Charles Patterson, III at and for the sum of Three Thousand Forty Eight Dollars Seventeen Cents (\$3,048.17) he being then and there the highest bidder thereof.

THIRD DISTRICT

ALL that lot or parcel of land lying and being in the

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Third Election District of Queen Anne's County, Maryland, located W/Burrisville Road, being designated on Map 28, Block 16, as Parcel 130, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value \$540.00, assessed to Lillian Curtis for \$11.61 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes - - - - -	\$	11.61
Interest- - - - -		.62
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	51.73
5% Treasurer's Commission - - - - -		10.00
	\$	61.73

The property was sold to Melville Sewell 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 Lots 27-28, Block AA Plat 6, Cloverfields, being designated on Map 49E, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value \$4,660.00, assessed to Herbert H. Campbell for \$100.19 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	100.19
Interest- - - - -		5.34
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	145.03
5% Treasurer's Commission - - - - -		225.00
	\$	370.03

The property was sold to Eugene F. Deems, Jr. at and for the sum of Four Thousand Five Hundred Dollars (\$4,500.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 20, Block 18, Section 2, Bay City, being designated on Map 56A, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$4,140.00, assessed to Frank H. and Geraldine Clark for

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CENTREVILLE, MARYLAND 21017  
788 0077

\$89.01 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	89.01
Interest- - - - -		4.74
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	133.25
5% Treasurer's Commission - - - - -		220.00
	\$	353.25

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 21, Block C, Queen Anne Colony, being designated on Map 70C, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value \$5,100.00, assessed to Heritage Enterprises, Inc. for \$109.65 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	109.65
Interest- - - - -		5.84
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	154.99
1982-83 Taxes- - - - -		24.19
	\$	179.18
5% Treasurer's Commission - - - - -		250.00
	\$	429.18

The property was sold to Eugene F. Deems, Sr. at and for the sum of Five Thousand Dollars (\$5,000.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lots 6 and 8, Block 1A, Kentmoor, being designated on Map 70, Block 1, as Parcel 24, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value \$2,070.00, assessed to Robert F. Hicks, Jr. for \$44.51 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	44.51
-----------------	----	-------

Interest- - - - -	\$	2.37
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	86.38
1980-81 Taxes - - - - -		48.75
Interest- - - - -		7.80
1981-82 Taxes - - - - -		48.97
Interest- - - - -		3.92
	\$	195.82
5% Treasurer's Commission - - - - -		95.00
	\$	290.82

The property was sold to Raymond P. Chambers 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 Lot 1, Block C. Kentmoor, being designated on Map 70, Block 1, as Parcel 24, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value \$3,180.00, assessed to Allyn S. Johnson for \$68.37 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	68.37
Interest- - - - -		3.64
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	111.51
5% Treasurer's Commission - - - - -		10.00
	\$	121.51

The property was sold to Autry Noblitt and Stran Funk at and for the sum of Two Hundred Dollars (\$200.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on Old Love Point Road, being designated on Map 48, Block 18, as Parcel 76, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$47,420.00, assessed to Phyllis L. Johnson for \$1,115.42 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	1,115.42
Interest- - - - -		59.45

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Advertising - - - - -	\$	15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
		<u>1,214.37</u>
5% Treasurer's Commission - - - - -		61.25
	\$	<u>1,275.62</u>

The property was sold to William H. and Dorothy F. Tolson at and for the sum of One Thousand Two Hundred Seventy-Five Dollars Sixty-Two Cents (\$1,275.62) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 22, Block 35, Section 2, Bay City, being designated on Map 56A, Queen Anne's County Tax Maps, consisting of 1 lot that will not pass the perk test. Assessed value \$1,720.00, assessed to William B. and Nellie McDevitt for \$36.98 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	36.98
Interest- - - - -		- 0 -
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	<u>76.48</u>
1981-82 Taxes - - - - -		40.64
	\$	<u>117.12</u>
5% Treasurer's Commission - - - - -		7.50
	\$	<u>124.62</u>

The property was sold to Eugene F. Deems, Jr. at and for the sum of One Hundred Fifty Dollars (\$150.00) 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 at Love Point, being designated on Map 41, Block 4, as Parcel 4, Queen Anne's County Tax Maps, consisting of 1½ acres of land, more or less and improvements. Assessed value \$58,760.00, assessed to Saul J. McGrane for \$1,216.04 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	1,216.04
Interest- - - - -		62.29
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50



Notary Public - - - - -	\$	2.00
	\$	1,317.83
5% Treasurer's Commission - - - - -		<u>73.75</u>
	\$	1,391.58

The property was sold to Malvin and Helen Gelof at and for the sum of One Thousand Four Hundred Seventy-Five Dollars (\$1,475.00) 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 7, Block 22, Section 2, Bay City, being designated on Map 56A, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value \$5,740.00, assessed to Charles M. Murphy, et al. for \$123.41 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	123.41
Interest- - - - -		6.58
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		<u>2.00</u>
	\$	169.49
5% Treasurer's Commission - - - - -		<u>335.00</u>
	\$	504.49

The property was sold to Charles E. Anthony, Jr. at and for the sum of Six Thousand Seven Hundred Dollars (\$6,700.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 1, Block D, Plat 2, Cloverfields, being designated on Map 49C, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$25,760.00, assessed to Real Estate Investors Rentals, Inc. for \$553.84 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	553.84
Interest- - - - -		29.52
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		<u>2.00</u>
	\$	622.86
5% Treasurer's Commission - - - - -		<u>35.00</u>
	\$	657.86

The property was sold to William H. and Dorothy F. Tolson at and for the sum of Seven Hundred Dollars (\$700.00) they being

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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 Part of Lot 5, Block 15, Love Point, being designated on Map 41, Block 7, as Parcel 17, Queen Anne's County Tax Maps, consisting of Part of a Lot. Assessed value \$570.00, assessed to Edward Severa, Jr. for \$12.26 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	12.26
Interest- - - - -		.65
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	52.41
5% Treasurer's Commission - - - - -		5.50
	\$	57.91

The property was sold to Harry Reynolds at and for the sum of One Hundred Ten Dollars (\$110.00) 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 68, Block B Plat 4, Cloverfields, being designated on Map 49A, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$3,950.00, assessed to Mildred L. Thompson for \$84.93 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	84.93
Interest- - - - -		4.53
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	128.96
5% Treasurer's Commission - - - - -		250.00
	\$	378.96

The property was sold to Eugene F. Deems, Jr. at and for the sum of Five Thousand Dollars (\$5,000.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lots 17 and 19, Block E, Section 2, Kent Island Estates, being designated on Map 70B, Queen Anne's County Tax Maps, consisting

of 2 Lots. Assessed value \$3,630.00, assessed to Grace P. Walker for \$78.04 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	78.04
Interest- - - - -		4.16
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	121.70
5% Treasurer's Commission - - - - -		230.00
	\$	351.70

The property was sold to Charles E. Anthony, Jr. at and for the sum of Four Thousand Six Hundred Dollars (\$4,600.00) 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 Lots 4 and 6, Block L, Section 2, Kent Island Estates, being designated on Map 70B, Queen Anne's County Tax Maps, consisting of 2 Lots. Assessed value \$2,690.00, assessed to Charles and Louella Wendling for \$57.84 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	57.84
Interest- - - - -		3.08
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	100.42
5% Treasurer's Commission - - - - -		210.00
	\$	310.42

The property was sold to Charles E. Anthony, Jr. at and for the sum of Four Thousand Two Hundred Dollars (\$4,200.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on Cox Neck Road, being designated on Map 64, Block 1, as Parcel 195, Queen Anne's County Tax Maps, consisting of 25 acres of land, more or less and improvements. Assessed value \$37,350.00, assessed to Theodore C. Wilson for \$1,098.66 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	1,098.66
Interest- - - - -		58.56

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Advertising - - - - -	\$	15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	1,196.72
5% Treasurer's Commission - - - - -		110.00
	\$	1,306.72

The property was sold to William H. Tolson and Helen Pardee at and for the sum of Two Thousand Two Hundred Dollars (\$2,200.00) they being then and there the highest bidders thereof.

FIFTH DISTRICT

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located near Queenstown, being designated on Map 43, Block 21, as Parcel 34, Queen Anne's County Tax Maps, consisting of 3 acres of land, more or less and improvements. Assessed value \$3,280.00, assessed to Thomas Gould for \$70.52 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	70.52
Interest- - - - -		3.76
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	113.78
5% Treasurer's Commission - - - - -		105.00
	\$	218.78

The property was sold to George Gould 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 Fifth Election District of Queen Anne's County, Maryland, located near Grasonville, being designated on Map 58, Block 18, as Parcel 476, Queen Anne's County Tax Maps, consisting of a Lot. Assessed value \$1,120.00, assessed to Charles H. Wilson, Heirs for \$24.08 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	24.08
Interest- - - - -		1.28
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	64.86

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5% Treasurer's Commission - - - - - \$ 130.00  
 \$ 194.86

The property was sold to Eugene F. Deems, Jr. at and for the sum of Two Thousand Six Hundred Dollars (\$2,600.00) he being then and there the highest bidder thereof.

SEVENTH DISTRICT

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Lot 14, Plat 2, Section 1, Ford's Landing, being designated on Map 6, Block 3, as Parcel 156, Queen Anne's County Tax Maps, consisting of a Lot and improvements. Assessed value \$38,770.00, assessed to Raymond R., James and William A. Clark for \$833.56 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	833.56
Interest- - - - -		44.43
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	917.49
1980-81 Taxes - - - - -		159.22
1981-82 Taxes - - - - -		79.61
	\$	1,156.32
5% Treasurer's Commission - - - - -		60.00
	\$	1,216.32

The property was sold to Helen Pardee at and for the sum of One Thousand Two Hundred Sixteen Dollars Thirty-Two Cents (\$1,216.32) 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 Dudley's Corner, Crumpton Road, being designated on Map 6, Block 13, as Parcel 165, Queen Anne's County Tax Maps, consisting of a Lot and improvements. Assessed value \$3,720.00, assessed to Lucy Davila, et al. for \$47.51 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	47.51
Interest- - - - -		.80
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	87.81

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5% Treasurer's Commission - - - - -	\$	50.00
	\$	<u>137.81</u>

The property was sold to Walt Sawyer 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 Seventh Election District of Queen Anne's County, Maryland, located E/Side Ewingtown Road in Ewingtown, being designated on Map 11, Block 7, as Parcel 47, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value \$810.00, assessed to Violet B.Harkless for \$17.41 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	17.41
Interest- - - - -		.93
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		<u>2.00</u>
	\$	57.84
5% Treasurer's Commission - - - - -		<u>40.00</u>
	\$	97.84

The property was sold to Raymond P. Chambers at and for the sum of Eight Hundred Dollars (\$800.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located near McGinnis Corner, being designated on Map 5, Block 15, as Parcel 157, Queen Anne's County Tax Maps, consisting of 4 acres of land, more or less and improvements. Assessed value \$2,970.00, assessed to James H. Lloyd for \$63.86 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	63.86
Interest- - - - -		3.40
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		<u>2.00</u>
	\$	106.76
5% Treasurer's Commission - - - - -		<u>120.00</u>
	\$	226.76

The property was sold to Charles Patterson, III 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 Seventh Election District of Queen Anne's County, Maryland,

located near 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 \$11,900.00, assessed to Clarence D. Ringold and Esther E. Pritchett for \$255.85 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	255.85
Interest- - - - -		13.64
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	308.99
5% Treasurer's Commission - - - - -		25.00
	\$	333.99

The property was sold to Helen E. Pardee 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 Seventh Election District of Queen Anne's County, Maryland, located Lots 11, 12 and 13, Block D, Char-Nor Manor, being designated on Map 4, Block 6, as Parcel 76, Queen Anne's County Tax Maps, consisting of Lots. Assessed value \$2,920.00, assessed to Jonathon B. and Rosemarie B. Rintels for \$62.78 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes - - - - -	\$	62.78
Interest- - - - -		3.35
Advertising - - - - -		15.00
Attorney- - - - -		15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	105.63
5% Treasurer's Commission - - - - -		115.00
	\$	220.63

The property was sold to Autry Noblitt and Stran J. Funk at and for the sum of Two Thousand Three Hundred Dollars (\$2,300.00) 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 near Sandtown, being designated on Map 2, Block 14, as Parcel 4, Queen Anne's County Tax Maps, consisting of a Lot and improvements. Assessed value \$ 1,550.00, assessed to John Watson for \$33.33 taxes in arrears plus inrerest, costs, and expenses to day of sale.

Taxes - - - - -	\$	33.33
Interest- - - - -		1.78
Advertising - - - - -		15.00

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Attorney- - - - -	\$	15.00
Auctioneer- - - - -		7.50
Notary Public - - - - -		2.00
	\$	74.61
5% Treasurer's Commission - - - - -		32.50
	\$	107.11

The property was sold to William H. Tolson at and for the sum of Six Hundred Fifty Dollars (\$650.00) 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,

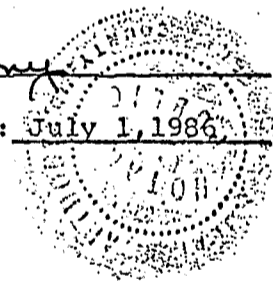
*William H. Tolson*  
 \_\_\_\_\_  
 William H. Tolson, Treasurer of  
 Queen Anne's County, Maryland

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

I HEREBY CERTIFY, that on this 2nd day of June, 1983, 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.

*David J. Anthony*  
 \_\_\_\_\_  
 Notary Public  
 My Commission Expires: July 1, 1986





Centreville, Md. 5/11 19 83

**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 17th day of May 19 83

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 27th day of  
April 19 83, and the last  
insertion on the 11th day of  
May 19 83.

Publishers, Record Observer

Per *Mary H. Moore*

## Legal Notice

## 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 - 82-83 thru June 30, 1983 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 1983 to wit:

**TUESDAY  
MAY 17, 1983**

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, than 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. Properties in the 4th and 5th Election Districts are subject to sewer and road

Block 6, as Parcel 167, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$7,720, assessed to Herbert & Emma Collier for \$165.98 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located Will Smith Rd. being designated on Map 32, Block 8, as Parcel 12, Queen Anne's County Tax Maps, consisting of 59.884 acres of land, more or less and improvements. Assessed value \$18,570, assessed to Charles H. Jr. & Hilda Crew for \$399.26 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located W/Side Md. 313, S/Sudlersville being designated on Map 18, Block 6, as Parcel 61, Queen Anne's County Tax Maps, consisting of 1.89 acres of land, more or less and improvements. Assessed value \$25,890, assessed to Lewis & Mary Cruikshank for \$556.64 taxes in arrears plus interest, costs, and expenses to day of sale.

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, N/E Sudlersville being designated on Map 13, Block 11, as Parcel 38, Queen Anne's County Tax Maps, consisting of 9.607 acres of land, more or less and improvements. Assessed value \$15,620, assessed to W. Neal & Batty Cruikshank for \$335.83 taxes in arrears plus interest, costs, and expenses to day of sale.

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, Queen Anne's County Tax Maps, consisting of 20 acres of land, more or less and improvements. Assessed value \$7,140, assessed to Grace B. Demby for \$153.51 taxes in arrears plus interest, costs, and expenses to date of sale.

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located W/Side Md. 313, S/Sudlersville being designated on Map 18, Block 6, as Parcel 61, Queen Anne's County Tax Maps, consisting of 1.89 acres of land, more or less and improvements. Assessed value \$25,890, assessed to Lewis & Mary Cruikshank for \$556.64 taxes in arrears plus interest, costs, and expenses to day of sale.

and improvements. Assessed value \$14,420, assessed to Joseph M., Jr., & Charlotte O'Neill for \$310.03 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located E/Dunham Cr. Rd., S/E Sudlersville being designated on Map 19, Block 4, as Parcel 86, Queen Anne's County Tax Maps, consisting of 3.807 acres of land, more or less and improvements. Assessed value \$22,560, assessed to Robert J. & Linda Orem for \$485.04 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located S/Side Merrick Cor. Rd., N/E Roberts being designated on Map 24, Block 21, as Parcel 46, Queen Anne's County Tax Maps, consisting of 4 acres of land, more or less. Assessed value \$530, assessed to Rechal Sparks for \$11.39 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located N/Side Miller St. in Sudlersville being designated on Map 12, as Parcel 72, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$10,230, assessed to Peter & Ellen Ward for \$219.94 taxes in arrears plus interest, costs, and expenses to day of sale.

## SECOND ELECTION DISTRICT

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located N/Side Buzzards Lane in Church Hill being designated on Map 23, Block 7, as Parcel 126, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$8,900, assessed to Charles & Anna Bordley for \$191.35 taxes in arrears plus interest, costs, and expenses to date of sale.

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

assessed to William Blake for \$35.91 taxes in arrears plus interest, costs, and expenses to day of sale.

## Legal Notice

Queen Anne's County, Maryland, located Lot 3, Thos. Coleman Lots being designated on Map 9, Block 6, as Parcel 149, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$18,310, assessed to Wm. & Cerol Meekins for \$393.66 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located E/Rt. 213 in Church Hill being designated on Map 23, Block 1, as Parcel 44, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$10,950, assessed to Jos. & Dorothy Nadolny for \$235.43 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located Lots 245-246 Chester Harbor being designated on Map 10, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$15,410, assessed to Jos. M., Jr., & Charlotta O'Neill, for \$331.31 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located Lots 372-373, Chester Harbor being designated on Map 10, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$15,850, assessed to Calvin & Catherine Patrick for \$340.81 taxes in arrears plus interest, costs, and expenses to day of sale.

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. being designated on Map 16, Block 2, as Parcel 2, Queen Anne's County Tax Maps, consisting of 5 acres of land more or less and improvements. Assessed value \$116,380, assessed to Rolph's Wharf's Marine, Inc., \$2,502.17 taxes in arrears plus interest, costs, and expenses to day of sale.

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. being designated on Map 16, Block 2, as Parcel 2, Queen Anne's County Tax Maps, consisting of 5 acres of land more or less and improvements. Assessed value \$116,380, assessed to Rolph's Wharf's Marine, Inc., \$2,502.17 taxes in arrears plus interest, costs, and expenses to day of sale.

William Blake for \$35.91 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located W/Fox Meadow Rd. being designated on Map 61, Block 22, as Parcel 22, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value \$4090, assessed to Thomas J. Brittingham for \$87.94 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located Lot 3, Jones Sub-division being designated on Map CE18, as Parcel 37, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$13,350, assessed to Mery Brooks & Roslyn Fenwick for \$287.03 taxes in arrears plus interest, costs, and expenses to day of sale.

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 CE, as Parcel 49, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$6490, assessed to Arthur & Bernard Carter for \$139.54 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located W/Burrisville Rd. being designated on Map 28, Block 16, as Parcel 130, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value \$540, assessed to Lillian Curtis for \$11.61 taxes in arrears plus interest, costs, and expenses to day of sale.

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 CE, as Parcel 34, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed

assessments, if any.

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: INTEREST, COSTS, FEES AND EXPENSES TO BE ADDED.

#### FIRST ELECTION DISTRICT

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located E/Md. Rt. 313, Barclay being designated on Map 18, Block 24, as Parcel 23, Queen Anne's County Tax Maps, consisting of .776 acres of land, more or less and improvements. Assessed value \$21,040, assessed to James F. Blackiston, et al for \$452.36 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located Paters Cor. Templaville Rd. being designated on Map 20, Block 14, as Parcel 44, Queen Anne's County Tax Maps, consisting of 15 acres of land, more or less and improvements. Assessed value \$2,960, assessed to Albert & Constraca Clough for \$147.39 taxes in arrears plus interest, costs, and expenses to day of sale.

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. 302 W/Barclay being designated on Map 18, Block 22, as Parcel 91, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$17,050, assessed to Edward Clough & Linda Nadolny for \$366.58 taxes in arrears plus interest, costs, and expenses to day of sale.

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,

land lying and being in the 1st Election District of Queen Anne's County, Maryland, located N/S Md. Rt. 19 in Ingleside, being designated on Map 31, Block 17, as Parcel 59, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$14,820, assessed to David T. III & Dorothy P. Hoffner for \$434.30 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located S/Side Maple Ave. in Barclay being designated on Map 24, Block 6, as Parcel 66, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$8,980, assessed to Edward & Carolyn Howland for \$193.07 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located E/Side Crane Swamp Rd., N/Roberts being designated on Map 24, Block 13, as Parcel 27, Queen Anne's County Tax Maps, consisting of 10 acres of land, more or less and improvements. Assessed value \$4,380, assessed to Arabella Jarratt, et al for \$94.17 taxes in arrears plus interest, costs, and expenses to day of sale.

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. Assessed value \$1,540, assessed to Norris & Ruby Johnson for \$33.11 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 1st Election District of Queen Anne's County, Maryland, located E/Md. Rt. 313, Barclay being designated on Map 18, Block 24, as Parcel 23, Queen Anne's County Tax Maps, consisting of a lot

designated on Map 23, Block 1, as Parcel 71, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$10,980, assessed to Thomas & Patricia Bostic for \$236.07 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located Lots 673-674, Chester Harbor being designated on Map 10, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$15,780, assessed to Wm. N., Jr. & Eileen Colaman for \$339.27 taxes in arrears plus interest, costs, and expenses to day of sale.

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 being designated on Map 10, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$9,900, assessed to Wm. & Joanne Ervin for \$354.12 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located S./Carter Rd., S/Ingleside being designated on Map 31, Block 21, as Parcel 93, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$15,840, assessed to Glen & Terry Gill for \$340.56 taxes in arrears plus interest, costs, and expenses to day of sale.

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, Sect. 1, Chester Harbor being designated on Map 10, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$21,020, assessed to John W. McGinnis, Jr. for \$451.93 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 2nd Election District of

2nd Election District of Queen Anne's County, Maryland, located S/Rt. 405 in Price being designated on Map 30, Block 15, as Parcel 57, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$9,770, assessed to Albert, Sr., & Sandra Schaubert for \$210.06 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 2nd Election District of Queen Anne's County, Maryland, located N/Md. Rt. 405 in Price being designated on Map 30, Block 15, as Parcel 30, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$12,960, assessed to Robert E. & Linda Watkins for \$278.64 taxes in arrears plus interest, costs, and expenses to day of sale.

#### THIRD ELECTION DISTRICT

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located 1/2 Lot 16, Hillside Sub-division being designated on Map CE18, as Parcel 38, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$14,700, assessed to Daniel & Mary Anderson for \$316.05 taxes in arrears plus interest, costs, and expenses to date of sale.

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located Lot 7, Jones Sub-division being designated on Map CE18, as Parcel 37, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$12,950, assessed to James & Karen Bennett for \$278.43 taxes in arrears plus interest, costs, and expenses to day of sale.

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 acre of land, more or less. Assessed value \$1670, assessed to

value \$22,210, assessed to Eloisa Fitzpatrick for \$477.51 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located Lot 7, Hillside Sub-division being designated on Map CE18, as Parcel 38, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$14,700, assessed to Leonard, Jr., & Branda Jones for \$316.05 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located Lot 5, Jonas Sub-division being designated on Map CE18, as Parcel 37, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$13,300, assessed to Wm. F. Jr., & Dorean King for \$285.95 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located Lot 8, Hillside Sub-division being designated on Map CE18, as Parcel 38, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$17,650, assessed to Joyce Pridgen for \$379.48 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located Lot 12, Hillside Sub-division being designated on Map CE18, as Parcel 38, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$14,480, assessed to Gary & Yvonna Saenz for \$319.06 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 3rd Election District of Queen Anne's County, Maryland, located S/Coon Box Rd. being designated on Map 28, Block 16, as Parcel 100, Queen Anne's

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County Tax Maps, consisting of 7 acres of land more or less. Assessed value \$1910, assessed to Annle Sewell, et al \$61.92. taxes in arrears plus interest, costs, and expenses to day of sale.

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 CE, es Parcel 64, Queen Anne's County Tax Maps, consisting of a lot end improvements. Assessed value \$3820, assessed to Mabel Steadman for \$143.20 taxes in arrears plus interest, costs, end expenses to date of sale.

All that lot or parcel of land lying end being in the 3rd Election District of Queen Anne's County, Maryland, located E/Rt. 213, N/Centreville being designated on Map CE29, Block 8, es Parcel 77, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$8880, assessed to Sedie & Frederick Taylor for \$167.66 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying end being in the 3rd Election District of Queen Anne's County, Maryland, located N/E Kidwell Lane in Contravilla being designated on Map CE, es Parcel 3, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$18,600, assessed to Kanneth & Berbere Wilmer for \$399.90 taxes in arrears plus interest, costs, end expenses to day of sale.

FOURTH ELECTION DISTRICT

All that lot or parcel of land lying end being in the 4th Election District of Queen Anne's County, Maryland, located Rt. 18 near Stevensville being designated on Map 56, Block 6, es Parcel 129, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$5670, assessed to Richard B. & James Baxter for \$120.84 taxes in arrears plus interest, costs, end expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 10 Blk A, Sect. 1, K.I.E. being

near Stevensville being designated on Map 63, Block 2, as Parcel 121, Queen Anne's County Tax Maps, consisting of 10 acres of land, more or less and improvements. Assessed value \$82,170, assessed to James B. Cunning for \$1,895.30 taxes in arrears plus interest, costs, end expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located near Chester being designated on Map 57, Block 10, as Parcel 48, Queen Anne's County Tax Maps, consisting of a 17 acres of land, more or less and improvements. Assessed value \$44,330, assessed to Berry L. Dahne & Ralph Lubow for \$954.39 taxes in arrears plus interest, costs, end expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Rt. 301 near Chester being designated on Map 57, Block 10, as Parcel 460, Queen Anne's County Tax Maps, consisting of one acre of land, more or less end improvements. Assessed value \$64,690, assessed to Robert V. & Verna Donetelli for \$1,390.84 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying end being in the 4th Election District of Queen Anne's County, Maryland, located in Stevensville being designated on Map 48, Block 24, es Parcel 89, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$15,640, assessed to Ches. & Florence Fisher, for \$336.26 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 9 & 10, Blk 24, Sect. 2, Bay City being designated on Map 56A, Queen Anne's County Tax Maps, consisting 2 lots and improvements. Assessed value \$40,180, assessed to Gerfield L. Foulker for \$863.67 taxes in arrears plus interest, costs, end expenses to date of sale.

All that lot or parcel of land lying and being in the

Roads tax \$479.64 plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 21, Blk C, Queen Anne Colony, being designated on Map 70C, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value \$5100, assessed to Heritage Enterprises, Inc., for \$109.65 taxes in arrears plus interest, costs, and expenses to day of sale. 1982-83 taxes \$24.19

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 6 & 8, Blk 1A, Kentmorr being designated on Map 70, Block 1, as Parcel 24, Queen Anne's County Tax Maps, consisting of e 2 lots. Assessed value \$2070, assessed to Robert F. Hicks, Jr. for \$44.51 taxes in arrears plus interest, costs, and expenses to day of sale. 1980-81 \$48.75, 1981-82 \$48.97.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on old Love Point Rd. being designated on Map 48, Block 18, as Parcel 93, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$15,010, assessed to John F. Jr., & Hilda J. Hines for \$322.71 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying end being in the 4th Election District of Queen Anne's County, Maryland, located on Lot 1 Blk C, Kentmorr being designated on Map 70, Block 1, es Parcel 24, Queen Anne's County Tax Maps, consisting of one lot end improvements. Assessed value \$3180, assessed to Allyn S. Johnson for \$68.37 taxes in arrears plus interest, costs, end expenses to day of sale.

All that lot or parcel of land lying end being in the 4th Election District of Queen Anne's County, Maryland, located on Old Love Point Rd. designated on Map 48, Block 18, es Parcel 76, Queen Anne's County Tax Maps, consisting of e lot and improvements. Assessed

Assessed value \$17,040, assessed to Mary Masters for \$366.35 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 22, Blk 35, Sect. 2, Bay City being designated on Map 56A, Queen Anne's County Tax Maps, consisting of 1 lot that will not pass the perk test. Assessed value \$1720, assessed to Wm. B. & Nellie McDewitt for \$36.98 taxes in arrears, plus interest, costs, and expenses to day of sale. 1981-82 \$40.64

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located at Love Point being designated on Map 41, Block 4, es Parcel 4, Queen Anne's County Tax Maps, consisting of 1 1/2 acres of land, more or less and improvements. Assessed value \$58,760, assessed to Saul J. McGrane for \$1,216.04 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 1-2-4-45, Blk CC, Plat 6, Cloverfields being designated on Map 49E, Queen Anne's County Tax Maps, consisting of a 4 lots. Assessed value \$1280, assessed to Clarence Morgan for \$87.50 taxes in arrears plus interest, costs, end expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Lot 31, Blk L, Sect. 3, K.I.E. being designated on Map 70A, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value \$2010, assessed to Diane Mowbray for \$43.21 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 7, Blk 22, Sect. 2, Bay City being designated on Map 56A, Queen Anne's County Tax Maps, consisting of 1 lot. Assessed value \$5740, assessed to Charles M. Murphy, et al for \$123.41

designated on Map 70B, Queen Anne's County Tax Map, consisting of a lot and improvements. Assessed value \$31,250, assessed to Richard & Geraldine Butler for \$671.88 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 27-28, Blk AA, Plot 6, Cloverfields, being designated on Map 49E, Queen Anne's County Tax Maps, consisting of a 2 lots. Assessed value \$4660, assessed to Herbert H. Campbell for \$100.19 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 24, Blk T, Plot 1, Cloverfields, being designated on Map 49F, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1890, assessed to Anthony Cerillo, Jr. for \$40.64 taxes in arrears, roads tax \$555.75 plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 20, Blk 18, Bay City being designated on Map 56A, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$4140, assessed to Frank & Geraldine Clark for \$89.01 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Love Point Rd. being designated on Map 48, Block 24, as Parcel 112, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$5010, assessed to David & Sandra Crutchley for \$107.71 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Rt. 8

4th Election District of Queen Anne's County, Maryland, located Lot 28, Blk B, Romancoke being designated on Map 76A, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2830, assessed to Harry E. Garland for \$60.84 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 25, Sect. 4, Merling Farms being designated on Map 64, Block 16, as Parcel 209, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$35,860, assessed to Paul & Agnes Glaason for \$792.49 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located in 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 \$2890, assessed to Ernest L. & Bertha Graham for \$53.47 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on back road in Stevonsville being designated on Map 56, Block 6, as Parcel 72, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2410, assessed to Rudolph & Bernadette Green for \$46.73 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 13, Blk A, Castle Marina being designated on Map 57, Block 2, as Parcel 383, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$40,780, assessed to Harvey R. & Thelma Hammer for \$876.77 taxes in arrears,

value \$47,420, assessed to Phyllis L. Johnson for \$1,115.42 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Price's Lane being designated on Map 57, Block 9, as Parcel 247, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$4980, assessed to George L. & Patsy Jones, for \$107.07 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 39-40-41-42 Blk K, Tower Gardens, being designated on Map 76, Blk 8, as Parcel 14, Queen Anne's County Tax Maps, consisting of 4 lots. Assessed value \$11,360, assessed to John W. & Mary Kennady for \$244.67 taxes in arrears plus interest, costs, and expenses to date of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 60, Blk E, Sect. 1, K.I.E. being designated on Map 70B, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$2930, assessed to Nelson B. Loveless for \$62.99 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located in Sect. 3, K.I.E. being designated on Map 70A, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$18,180, assessed to Dennis F. Sr., & Yvonne Lowe for \$390.87 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 11, Blk E, Harbor View being designated on Map 57B, Queen Anne's County Tax Maps, consisting of a lot and improvements.

taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Lots 18-19, Blk 26, Sect. 2, Bay City being designated on Map 56A, Queen Anne's County Tax Maps, consisting of 2 lots and improvements. Assessed value \$20,190, assessed to John E. & Kathryn Norfolk for \$423.90 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 63, Matapeake Lands being designated on Map 56, Block 21, as Parcel 219, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$10,420, assessed to Mark A. Radcliffe & Tamara Bickson for \$224.03 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 1, Blk D, Plat 2, Cloverfields, being designated on Map 49C, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$25,760, assessed to Real Estate Investors Rentals, Inc. for \$553.84 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 15, Sect. 10, Marling Farms, being designated on Map 64, Blk 23, as Parcel 272, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$24,150, assessed to Roland D. Ringgold for \$519.23 taxes in arrears plus interest, costs, and expenses to date of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Batts Neck Rd. being designated on Map 63, Blk 8, as Parcel 74, Queen Anne's County Tax Maps, consisting of a

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lot and Improvements. Assessed value \$8810, assessed to Charles & Doris Robinson for \$189.41 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located in Part of Lot 5, Blk 15, Lova Point being designated on Map 41, Blk 7, as Parcel 17, Queen Anne's County Tax Maps, consisting of part of a lot and Improvements. Assessed value \$570, assessed to Edward Severa, Jr. for \$12.28 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located at Love Pt. being designated on Map 48, Blk 5, as Parcel 17, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value \$16,250, assessed to Howard C. & Marie Slack for \$349.38 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 24, Blk 35, Sect. 2, Bay City being designated on Map 56A, Queen Anne's County Tax Map, consisting of a lot. Assessed value \$1720, assessed to Frank L. Jr., & Bonnie Slavin for \$36.98 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Route 552 near Chaster being designated on Map 57, Blk 9, as Parcel 228, Queen Anne's County Tax Maps, consisting of a lot and Improvements. Assessed value \$8,600, assessed to Elwood S. Jr., & Edna C. Smith for \$179.82 taxes in arrears, plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Bats Nk Rd. being designated on Map 63, Block 164, as Parcel 116, Queen Anne's County Tax Maps, consisting of 26 acres of land, more or less and Improvements. Assessed value

Queen Anne's County, Maryland, located on Route 1B near Stevensville being designated on Map 58, Blk 6, as Parcel 70, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$50,510, assessed to Albert Tano, et al for \$1,085.96 taxes in arrears plus interest, costs, and expenses to day of sale. 6 Mo. 1981-82 \$433.66

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Lot 68, Blk B, Plat 4, Cloverfields being designated on Map 49A, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$3950, assessed to Mildred L. Thompson for \$84.93 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 72 & 73, Sect. 3, Marling Farms being designated on Map 64, Block 16, as Parcel 209, Queen Anne's County Tax Maps, consisting of 2 lot and improvements. Assessed value \$15,290, assessed to Walter R. & Mary Ann Trapp, for \$328.74 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located near Stevensville, being designated on Map 48, Blk 12, as Parcel 65, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$13,790, assessed to Albert & Martina Turner for \$296.49 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 17 & 19, Blk E, Sect. 2, K.I.E. being designated on Map 70B, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value \$3630, assessed to Grace P. Walker for \$78.04 taxes in arrears plus interest, costs, and expenses to date of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County,

4th Election District of Queen Anne's County, Maryland, located Lot 5, Blk E, Tower Gardens being designated on Map 76, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$8700, assessed to John H. Wiseman, Jr. for \$187.05 taxes in arrears, plus interest, costs, and expenses to day of sale.

## FIFTH ELECTION DISTRICT

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Grasonville being designated on Map 58, Block 21, as Parcel 188, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$7020, assessed to Catharine V. Anthony for \$150.93 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Grasonville being designated on Map 58, Block 22, as Parcel 705, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$8,080, assessed to Louis J. & James E. Brown for \$173.29 taxes in arrears plus interest, costs, and expenses to day of sale.

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 50, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$14,440, assessed to Roy W. & Welchia M. Burke for \$310.46 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Grasonville being designated on Map 58, Block 22, as Parcel 283, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$11,680, assessed to Grafton G. & Bronda G. Butler for \$251.12 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of

Assessed value \$2,200, assessed to Catherine A. Darickson for \$47.30 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Gartz Sub-division being designated on Map 51, Block 1, as Parcel 161, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$16,400, assessed to John A. & Nora J. Duty for \$352.60 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland located at Kent Narrows being designated on Map 57, Block 18, as Parcel 340, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$13,350, assessed to Eason Enterprises, Inc. for \$287.03 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Lot 12, R & R Development being designated on Map 58, Block 24, as Parcel 726, Queen Anne's County Tax Maps, consisting of a lot and Improvements. Assessed value \$14,290, assessed to Randolph Fitchett, Jr., & Joyce Harris for \$307.24 taxes in arrears plus interest, costs, and expenses to day of sale. 1981-82 taxes \$48.79.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Queenstown being designated on Map 51, Block 1, as Parcel 118, Queen Anne's County Tax Maps, consisting of a lot and Improvements. Assessed value \$10,750, assessed to Harry H. & Esther M. Gaiser for \$231.13 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Queenstown being designated on Map 59, Block 1, as Parcel 40, Queen Anne's County Tax Maps, consisting of 1 acres of land, more or less and Improve-

5th Election District of Queen Anne's County, Maryland located Lot 5, R & R Development being designated on Map 58, Block 24, as Parcel 726, Queen Anne's County Tax Maps, consisting of a lot and Improvements. Assessed value \$14,360, assessed to Delcia Mae Lynch for \$308.74 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located at Kent Narrows being designated on Map 57, Block 18, as Parcel 339, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$69,790, assessed to Robert W. & Callia Matthews for \$1,500.49 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Lot 12, Block B, Rhynans Scottown Dev. being designated on Map 60, Block 14, as Parcel 88, Queen Anne's County Tax Maps, consisting of a lot and Improvements. Assessed value \$15,100, assessed to Minnette McCrimmon for \$324.65 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland located at Perry's Corner being designated on Map 65, Block 11, as Parcel 83, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$14,130, assessed to Ilene & James E. Melvin, Jr. for \$303.79 taxes in arrears plus interest, costs, and expenses to day of sale. 1981-82 \$133.19

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Lot 5, Prospect Plantation being designated on Map 65, Block 24, as Parcel 55, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$70,730, assessed to Ted A. & Leslie J. Odder for \$1,520.69 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of



Thomas A. Jr., & Dorothy Smlth for \$609.31 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election district of Queen Anne's County, Maryland, located Kantmoor AC - Aitstrip being designated on Map 70, Queen Anne's County Tax Maps, consisting of 16 acres of land, more or less. Assessed value \$7340, assessed to Kantmoor Marine, Inc. for \$157.81 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 33 & 34, Blk M, Sunny Isle of Kent being designated on Map 63, Block 13, as Parcel 92, Queen Anne's County Tax Maps, consisting of a 2 lots and improvements. Assessed value \$15,740, assessed to Harry L. Spitzer Jr., et al for \$331.35 taxes in arrears plus interest, costs, and expenses to day of sale. Roads \$146.93

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Lot 31, Blk D, Sect. 1, K.I.E. being designated on Map 70, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$19,500, assessed to Daan A. & Ann Stirling for \$419.25 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Rt. 18 near Stevensville being designated on Map 56, Block 6, as Parcel 71 Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value \$74,350, assessed to Albert Tano & Jos. S. Bello for \$1,598.53 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of

Parcel 100, Queen Anne's County, Maryland, located on Rt. 18 near Chester being designated on Map 57, Blk 8, as Parcel 20, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$10,250, assessed to Helan L. Waters for \$220.38 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lot 20, Blk 26, Sect. 2, Bay City being designated on Map 56A, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$25,920, assessed to Robert G. & Joann Wabb for \$557.28 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located in Lot 20, Blk L, Sect. 2, K.I.E. being designated on Map 70B, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$240, assessed to George W. Weekley for \$5.16 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located Lots 4 & 6, Blk L, Sect. 2, K.I.E. designated on Map 70B, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value \$2690, assessed to Charles & Louella Wendling for \$57.84 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 4th Election District of Queen Anne's County, Maryland, located on Cox Nk Rd. being designated on Map 64, Blk 1, as Parcel 195, Queen Anne's County Tax Map, consisting of 25 acres of land, more or less and improvements. Assessed value \$37,350, assessed to Theodore C. Wilson for \$1,098.66 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the

Election District of Queen Anne's County, Maryland, located Lot 3, R & R Development being designated on Map 53, Block 24, as Parcel 726, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$15,880, assessed to Sharon C. Chase for \$341.12 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Grasonville being designated on Map 53, Block 17, as Parcel 526, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$15,780, assessed to Michael V. & Beverly A. Clark, et al for \$339.27 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Lot 2, Sect. 1, Winchestar Estates being designated on Map 58, Block 16, as Parcel 718, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value, \$22,600, assessed to James H. & Peggy L. Comegys for \$487.19 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Lot 2, Sect. 1, White House Acres being designated on Map 58, Block 23, as Parcel 729, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$16,290, assessed to Donald L. & Maggie F. Cuffie for \$350.24 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland located near Grasonville being designated on Map 58, Block 24, as Parcel 693, Queen Anne's County Tax Maps, consisting of a lot.

ments. Assessed value \$10,520, assessed to Roylanca V. & Helen L. Girod for \$226.18 taxes in arrears plus interest, costs, and expenses to day of sale.

All the lot or parcel of land lying and being in the 5th Election District of Queen Annes's County, Maryland, located near Queenstown being designated on Map 43, Block 21, as Parcel 34, Queen Anne's County Tax Maps, consisting of 3 acres of land, more or less and improvements. Assessed value \$3,280, assessed to Thomas Gould for \$70.52 taxes in arrears plus interest, costs, and expenses to day of sale.

All the lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near 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 \$22,700, assessed to C. Brian and Barri H. Higdon for \$488.05 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Lot 24, Sect. 2, White House Acres being designated on Map 58, Block 23, as Parcel 730, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$7940, assessed to Cheryl A. & Joseph P. Horney, Jr. for \$170.71 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Lot 3, Gertz Sub-division being designated on Map 51, Block 1, as Parcel 111, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$17,290, assessed to Donald L. & Ladonna M. Jones for \$371.74 taxes in arrears plus interest, costs and expenses to day of sale.

All that lot or parcel of land lying and being in the

land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Gresonville being designated on Map 58, Block 24, as Parcel 640, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$8,460, assessed to Willie & Norma Lee Rollins for \$181.89 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland located near Wya 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 end improvements. Assessed value \$15,630, assessed to Jerome Ryans Life Est et al for \$336.04 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Lot 2, Rivar Bend Estates Sub-division being designated on Map 59, Block 2, as Parcel 175, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$10,030, assessed to Morris F. Schultz, II & Elizabeth A. Emerson for \$215.64 taxes in arrears plus interest, costs, and expenses to day of sale.

All the lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland located Lot 3, W. E. Denny Lands being designated on Map 59, Block 1, as Parcel 164, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$5,920, assessed to Essie L. Stills & Frank Hayes for \$127.28 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Grasonville being designated on Map 53, Block 24, as Parcel 388, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed

**Legal Notice**

value \$16,570, assessed to C. Linwood & Mabel L. Sturdivent for \$356.26 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Lot 12, Sect. 2, White House Acres being designated on Map 58, Block 23, as Parcel 730, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$10,220, assessed to Palmer D. & Linda Swann for \$219.73 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Lot 2, near Grasonville being designated on Map 58, Block 18, as Parcel 486, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$14,600, assessed to Larry B. & Faye L. Taylor for \$313.90 taxes in arrears plus interest, costs, and expenses to day of sale. 1981-82 \$117.22.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Grasonville being designated on Map 58, Block 17, as Parcel 415, Queen Anne's County Tax Maps, consisting of a lot, Assessed value \$1,400, assessed to Bertha Thomas for \$30.10 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland located near Grasonville being designated on Map 58, Block 24, as Parcel 536, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$2610, assessed to Ned Thomas Heirs for \$56.11 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Grasonville being designated on Map 58, Block 24, as Parcel 51, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$3,000, assessed to William C. Thomas for

58, as Parcel 568, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$12,700, assessed to John E. & Debra L. Wilkins for \$273.05 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Grasonville being designated on Map 59, Block 24, as Parcel 208, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$6,660, assessed to Archie Williams for \$143.19 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland located near Grasonville being designated on Map 58, Block 18, as Parcel 476, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1,120, assessed to Charles H. Wilson Heirs for \$24.08 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Starr being designated on Map 61, Block 4, as Parcel 62, Queen Anne's County Tax Maps, consisting of 1/2 acre of land, more or less and improvements. Assessed value \$4450, assessed to Bernice P. Wilson for 95.68 taxes in arrears plus interest, costs, and expenses to day of sale.

**SEVENTH ELECTION DISTRICT**

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located Dudley Cor., Crumpton Rd. being designated on Map 6, Block 13, as Parcel 127, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$10,850, assessed to Wm. H. & Margaret Brown for \$233.28 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland located near Pondtown being designated on Map 11, Block 6,

land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near McGinnis Corner being designated on Map 5, Block 20, as Parcel 294, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$12,480, assessed to Georgia V. Emora for \$268.32 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located Lot 1, Piney Ridge being designated on Map 1, Block 18, as Parcel 77, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value 16,070, assessed to Martha E. Fraeman for \$345.51 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland located near Pondtown being designated on Map 6, Block 13 as Parcel 101, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$380, assessed to John W. Goldsborough Heirs for \$8.17 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located E/Sldo Ewingtown Rd., in Ewingtown being designated on Map 11, Block 7, as Parcel 47, Queen Anne's County Tax Maps, consisting of one acre of land, more or less. Assessed value \$810, assessed to Violat B. Harkless for \$17.41 taxes in arrears plus interest, costs, and expenses to day of sale.

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, E/Crumpton being designated on Map 6, Block 2, as Parcel 115, Queen Anne's County Tax Maps, consisting a lot and improvements. Assessed value \$10,750, assessed to David T. Heimbach for 230.26 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of

**Legal Notice**

Improvements. Assessed value \$2,970, assessed to Jas. H. Lloyd for \$63.86 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Crumpton being designated on Map 6, Block 2, as Parcel 182, Queen Anne's County Tax Maps, consisting 74 acres of land, more or less. Assessed value \$44,360, assessed to Pine Woods Resort Campground for \$953.74 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located Dogwood Lodge, Lot 3 & 4 & 5.25 acres being designated on Map 6, Block 788, as Parcel 11, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less, and improvements. Assessed value 27,030, assessed to Gordon L. & Jolene K. Reed for \$581.14 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland located near Pondtown being designated on Map 5, Block 18 as Parcel 85, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$11,900, assessed to Clarence D. Ringold & Esther E. Pritchatt for \$255.85 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located Lots 11-12-13, Blk D, Char-Nor Manor being designated on Map 4, Block 6, as Parcel 76, Queen Anne's County Tax Maps, consisting of lots. Assessed value \$2,920, assessed to Jonathon B. & Rosemarie B. Rintels for \$62.78 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Crumpton being designated on Map 5A, as Parcel 100, Queen Anne's



\$64.50 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located near Queenstown being designated on Map 43, Block 15, as Parcel 39, Queen Anne's County Tax Maps, consisting of a lot, assessed value \$1,570, assessed to Wilmer Thomas for \$33.76 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 6th Election District of Queen Anne's County, Maryland located Lot 6, Blk A, Rhyans Scottown Dev. being designated on Map 60, Block 15, as Parcel 88, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$14,010, assessed to William & Mary A. Tolliver for \$301.21 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located Lot 10, Blk 10, Rhyans Scottown Dev. being designated on Map 60, Block 15, as Parcel 88, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$14,480, assessed to Terry K. & Jacqueline D. Warrick for \$311.32 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland, located in Queenstown being designated on Map 51, Block 1, as Parcel 33, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$18,180, assessed to David E. & Judith M. Wenck for \$390.87 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 5th Election District of Queen Anne's County, Maryland located near Lot 30, Blk B, Chester River Beach designated on Map

as Parcel 18, Queen Anne's County Tax Maps, consisting of 7 acres of land, more or less, and improvements. Assessed value \$9810, assessed to Virginia Burke for \$236.07 taxes in arrears plus interest, costs, and expenses to day of sale.

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 Landing being designated on Map 6, Block 3, as Parcel 156, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$38,770, assessed to Raymond R. & James & Wm. A. Clark for \$833.56 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located Lot 25, Piney Ridge being designated on Map 1, Block 18, as Parcel 77, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$32,300, assessed to Lawrence A. Collins, Sr., for \$694.45 taxes in arrears plus interest, costs, and expenses to day of sale.

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 and improvements. Assessed value \$15,300, assessed to Gerald C. Davidson for \$328.95 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located Dudley's Cor., Crumpton Rd. being designated on Map 6, Block 13, as Parcel 165, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$3720, assessed to Lucy Davila et al for \$47.51 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of

7th Election District of Queen Anne's County, Maryland, located near Crumpton being designated on Map 6, Block 13, as Parcel 148, Queen Anne's County Tax Maps, consisting of 5 acres of land, more or less and improvements. Assessed value \$4,340, assessed to Annie M. Hines for \$93.31 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located in Sandtown being designated on Map 2, Block 14, as Parcel 32, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$8,380, assessed to John D. & Julia I. King for \$180.17 taxes in arrears plus interest, costs and expenses to day of sale. Town costs \$220.14.

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 69, Queen Anne's County Tax Maps, consisting of 3 acres of land, more or less and improvements. Assessed value \$14,520, assessed to Mary e. Lee for \$333.25 taxes in arrears plus interest, costs, and expenses to day of sale. 1981-82 - \$50.63

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 2, Block 13, as Parcel 53, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$10,950, assessed to Joan H. B. & Rendal F. Lewis, Sr., for \$215.02 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland located near McGinnis Cor. being designated on Map 5, Block 15, as Parcel 157, Queen Anne's County Tax Maps, consisting of 4 acres of land, more or less and

County Tax Maps, consisting of 7 lots, Assessed value \$1890, assessed to Doris V. Thomas for \$40.64 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Ewingtown being designated on Map 11, Block 7, as Parcel 77, Queen Anne's County Tax Maps, consisting of one acre of land, more or less and improvements. Assessed value \$14,920, assessed to Thomas R. & Shirley Tolson for \$320.78 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Crumpton being designated on Map 6, Block 8, as Parcel 15, Queen Anne's County Tax Maps, consisting of 2 acres of land, more or less and improvements. Assessed value \$15,260, assessed to Charles G. & Lana F. Waddell for \$328.09 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Sandtown being designated on Map 2, Block 14, as Parcel 4, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value \$1,550, assessed to John Watson for \$33.33 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located near Pondtown being designated on Map 11, Block 6, as Parcel 139, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value \$11,900, assessed to Barbara Wilson for \$255.85 taxes in arrears plus interest, costs, and expenses to day of sale.

All that lot or parcel of land lying and being in the 6th Election District

**Legal Notice**

Queen Anne's County, Maryland, located west of Ruthsburg being designated on Map 53, Block 23, as Parcel 18, Queen Anne's County Tax Maps, consisting of 274 acres of land, more or less and improvements. Assessed value \$14,070, assessed to Lester C. Jr., & Madelyn Leonard for \$302.51 taxes in arrears plus interest, costs, and expenses to day of sale.

All the lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland, located E/Side Md Rt 313 in Sandtown being designated on Map 2, Block 14, as Parcel 30, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1,090, assessed to Herry Bottomley Est. for \$23.44 taxes in arrears plus interest, costs, and expenses to day of sale. Town costs \$40.49

All that lot or parcel of land lying and being in the 7th Election District of Queen Anne's County, Maryland located E/Side Md. Rt. 13 in Sandtown being designated on Map 2, Block 14, as Parcel 31, Queen Anne's County Tax Maps, consisting of a lot. Assessed value \$1,710, assessed to John Bottomley Est. for \$36.76 taxes in arrears plus interest, costs, and expenses to day of sale. Town costs \$112.81

William H. Tolson  
TREASURER  
for  
QUEEN ANNE'S COUNTY  
MARYLAND  
RO-4-27-3t-048

IN THE MATTER OF THE TAX SALES \*  
 IN QUEEN ANNE'S COUNTY, MARYLAND, \*  
 FOR THE YEAR 1983, OF PROPERTIES \*  
 ASSESSED TO THE FOLLOWING: ALBERT \*  
 AND CONSTANCE CLOUGH; EDWARD \*  
 CLOUGH AND LINDA NADOLNY; LEWIS \*  
 AND MARY CRUIKSHANK; ROLPH'S WHARF \*  
 MARINA, INC.; LILLIAN CURTIS; \*  
 HERBERT H. CAMPBELL; FRANK AND \*  
 GERALDINE CLARK; HERITAGE \*  
 ENTERPRISES, INC.; ROBERT F. HICKS, \*  
 JR.; ALLYN S. JOHNSON; PHYLLIS L. \*  
 JOHNSON; WILLIAM B. AND NELLIE \*  
 MCDEVITT; SAUL J. MCGRANE; CHARLES \*  
 M. MURPHY, ET AL.; REAL ESTATE \*  
 INVESTORS RENTALS, INC.; EDWARD \*  
 SEVERA, JR.; MILDRED L. THOMPSON; \*  
 GRACE P. WALKER; CHARLES AND \*  
 LOUELLA WENDLING; THEODORE C. \*  
 WILSON; THOMAS GOULD; CHARLES H. \*  
 WILSON, HEIRS; RAYMOND R., JAMES \*  
 AND WILSON A. CLARK; LUCY DAVILA, \*  
 ET AL.; VIOLET B. HARKLESS; JAMES \*  
 H. LLOYD; CLARENCE D. RINGOLD AND \*  
 ESTHER E. PRITCHETT; JONATHON B. \*  
 AND ROSEMARIE B. RINTELS; JOHN \*  
 WATSON \*

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

NO. 7394

\* \* \* \* \*

ORDERED, this 13th day of June, 1983, that the  
 Tax Sale made and reported in this cause by William H. Tolson,  
 Treasurer, for Queen Anne's County, State of Maryland, be ratified  
 and confirmed on or after the 15th day of July, 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, State of Maryland, once a week for four  
 successive weeks commencing on the 22nd day of June,  
 1983, and ending on the 13th day of July, 1983.

AND the report states amount of sale to be \$15,139.86.

Clayton C. Carter  
 JUDGE

RECEIVED  
 CLERK OF COURT

Filed: 1983 JUN 13 PM 3:42  
 QUEEN ANNE'S COUNTY

THOMPSON & THOMPSON  
 ATTORNEYS AT LAW  
 CENTREVILLE, MARYLAND 21617  
 788-0877

Centreville, Md. 7/13 19 83

**We Hereby Certify**

That the annexed advertisement of Tax Sales was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 4 successive weeks before the 15th day of July 1983. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 22nd day of June 1983, and the last insertion on the 13th day of July 1983.

Publishers, Record Observer  
Per Betty M. Comegys

RECEIVED  
CLERK, CIRCUIT COURT  
1983 JUL 25 AM 8:57  
QUEEN ANNE'S COUNTY

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1983, OF PROPERTIES ASSESSED TO THE FOLLOWING: ALBERT AND CONSTANCE CLOUGH; EDWARD CLOUGH AND LINDA NADOLNY; LEWIS A N D M A R Y CRUIKSHANK; ROLPH'S WHARF MARINA, INC.; LILLIAN CURTIS; HERBERT H. CAMPBELL; FRANK AND GERALDINE CLARK; HERITAGE ENTERPRISES, INC.; ROBERT F. HICKS, Jr.; ALLYN S. JOHNSON; PHYLLIS L. JOHNSON; WILLIAM B. AND NELLIE MCDEVITT; SAUL J. MCGRANE; CHARLES M. MURPHY, ET AL; REAL ESTATE INVESTORS RENTALS, INC.; EDWARD SEVERA, JR.; MILDRED L. THOMPSON; GRACE P. WALKER; CHARLES AND LOUELLA WENDLING; THEODORE C. WILSON; THOMAS GOULD; CHARLES H. WILSON, HEIRS; RAYMOND R. JAMES AND WILSON A. CLARK; LUCY DAVILA, ET AL; VIOLET B. HARKLESS; JAMES H. LLOYD; CLARENCE D. RINGGOLD AND ESTHER E. PRITCHETT; JONATHAN B. AND ROSEMARIE B. RINTELS; JOHN WATSON

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY NO. 7394

ORDERED, this 13th day of June, 1983, that the Tax Sala made and reported in this causa by William H. Tolson, Treasurer, for Queen Anna's County, State of Maryland, ba ratified and confirmed on or after the 15th day of July, 1983, unless cause to the contrary thereof be previously shown, provided a copy of this Order ba inserted in some newspaper published in Queen Anne's Coutny, State of Maryland, once a weak for four successive weeks commencing on the 22nd day of June, 1983, and anding on the 13th day of July, 1983.

AND the report states amount of sale to be \$15,139.86.

Clayton C. Cartar JUDGE

True Copy, Test: Merguerita W. Mankin Clerk

By: Betty M. Comegys Deputy Clerk  
Filed June 13, 1983

IN THE MATTER OF THE TAX SALES \*  
 IN QUEEN ANNE'S COUNTY, MARYLAND, \*  
 FOR THE YEAR 1983, OF PROPERTIES \*  
 ASSESSED TO THE FOLLOWING: ALBERT \*  
 AND CONSTANCE CLOUGH; EDWARD \*  
 CLOUGH AND LINDA NADOLNY; LEWIS \*  
 AND MARY CRUIKSHANK; ROLPH'S WHARF \*  
 MARINA, INC.; LILLIAN CURTIS; \*  
 HERBERT H. CAMPBELL; FRANK AND \*  
 GERALDINE CLARK; HERITAGE \*  
 ENTERPRISES, INC.; ROBERT F. HICKS, \*  
 JR.; ALLYN S. JOHNSON; PHYLLIS L. \*  
 JOHNSON; WILLIAM B. AND NELLIE \*  
 MCDEVITT; SAUL J. MCGRANE; CHARLES \*  
 M. MURPHY, ET AL.; REAL ESTATE \*  
 INVESTORS RENTALS, INC.; EDWARD \*  
 SEVERA, JR.; MILDRED L. THOMPSON; \*  
 GRACE P. WALKER; CHARLES AND \*  
 LOUELLA WENDLING; THEODORE C. \*  
 WILSON; THOMAS GOULD; CHARLES H. \*  
 WILSON, HEIRS; RAYMOND R., JAMES \*  
 AND WILSON A. CLARK; LUCY DAVILA, \*  
 ET AL.; VIOLET B. HARKLESS; JAMES \*  
 H. LLOYD; CLARENCE D. RINGOLD AND \*  
 ESTHER E. PRITCHETT; JONATHON B. \*  
 AND ROSEMARIE B. RINTELS; JOHN \*  
 WATSON \*

IN THE  
 CIRCUIT COURT

FOR  
 QUEEN ANNE'S COUNTY

IN EQUITY

NO. 7394

\* \* \* \* \*

ORDERED, this 27<sup>th</sup> day of July, 1983, 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 17th  
 day of May, 1983, of the properties therein described in said  
 Report of Sales as assessed to the following parties and in the  
 following Election Districts of Queen Anne's County, as follows,  
 to wit:

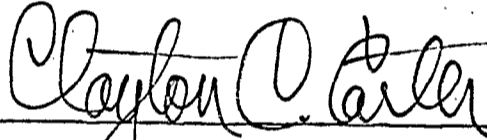
- |                                   |                            |
|-----------------------------------|----------------------------|
| ✓ Albert and Constance Clough     | - First Election District  |
| ✓ Edward Clough and Linda Nadolny | - First Election District  |
| ✓ Lewis and Mary Cruikshank       | - First Election District  |
| ✓ Rolph's Wharf Marina, Inc.      | - Second Election District |
| ✓ Lillian Curtis                  | - Third Election District  |
| ✓ Herbert H. Campbell             | - Fourth Election District |
| ✓ Frank H. and Geraldine Clark    | - Fourth Election District |
| ✓ Heritage Enterprises, Inc.      | - Fourth Election District |
| ✓ Robert F. Hicks, Jr.            | - Fourth Election District |
| ✓ Allyn S. Johnson                | - Fourth Election District |
| ✓ Phyllis L. Johnson              | - Fourth Election District |
| ✓ William B. and Nellie McDevitt  | - Fourth Election District |
| ✓ Saul J. McGrance                | - Fourth Election District |
| ✓ Charles M. Murphy, et al.       | - Fourth Election District |

THOMPSON & THOMPSON  
 ATTORNEYS AT LAW  
 CENTREVILLE, MARYLAND 21617  
 788-0877

CLERK  
 1983 JUL 28 AM 9:45  
 QUEEN ANNE'S COUNTY

- ✓ Real Estate Investors Rentals, Inc. - Fourth Election District
- ✓ Edward Severa, Jr. - Fourth Election District
- ✓ Mildred L. Thompson - Fourth Election District
- ✓ Grace P. Walker - Fourth Election District
- ✓ Charles and Louella Wendling - Fourth Election District
- ✓ Theodore C. Wilson - Fourth Election District
- ✓ Thomas Gould - Fifth Election District
- ✓ Charles H. Wilson, Heirs - Fifth Election District
- ✓ Raymond R., James and William A. Clark - Seventh Election District
- ✓ Lucy Davila, et al. - Seventh Election District
- ✓ Violet B. Harkless - Seventh Election District
- ✓ James H. Lloyd - Seventh Election District
- ✓ Clarence D. Ringold and Esther E. Pritchett - Seventh Election District
- ✓ Jonathon B. and Rosemarie B. Rintels - Seventh Election District
- ✓ John Watson - Seventh Election District

Reported sold in these proceedings on account of taxes in arrears BE AND THE SAME ARE HEREBY FINALLY RATIFIED AND CONFIRMED, no cause to the contrary thereof having been shown, although notice appears to have been given as provided by the Order Nisi passed in these proceedings on the 13<sup>th</sup> day of June, 1983, a Certificate of Publication of said ORDER NISI being filed in this cause showing publication thereof in accordance with said ORDER.

  
 \_\_\_\_\_  
 J U D G E

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1983, of PROPERTIES ASSESSED TO THE FOLLOWING: ISAAC A. AND JOYCE E. JOHNSON, ET AL.

\* IN THE CIRCUIT COURT FOR  
\* QUEEN ANNE'S COUNTY, MARYLAND  
\* EQUITY NO. 7394  
\*

\*\*\*\*\*

MOTION FOR SUBSTITUTE PURCHASER

Eugene F. Deems, Sr. moves this Honorable Court <sup>OCT 24-84 \* 2 917 \*\*\*\*\*15 00</sup> substitute the named <sup>OCT 24-84 \* 2 917 \*\*\*\*\*15 00</sup> purchaser in the above entitled case and as reason therefore states:

1. That your movant was the purchaser of Lot 21, Block C, Queen Anne' Colony, Fourth Election District, Queen Anne's County, Maryland, at the tax sale held on May 17, 1983.
2. That said tax sales were finally ratified and confirmed by this court on the 27th day of July 1983.
3. That your movant has made a re-sale of the above described lot to Eugene F. Deems, Jr.
4. That Subtitle 5, Tax Sales, Section 2-508, Code of Public Local Laws of Queen Anne's County, requires your movant to apply to the court ratifying the sale to have the new purchaser substituted in his place and stead.

WHEREFORE, your movant prays this Honorable Court pass an Order naming Eugene F. Deems, Jr. as the substitute purchaser of Lot 21, Block C, Queen Anne Colony, Fourth Election District, Queen Anne's County, Maryland.

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief.

Respectfully submitted

Eugene F. Deems, Sr.  
Eugene F. Deems, Sr.

ORDER

ON consideration of the foregoing Motion for Substitute Purchaser this 30th day of October, 1984, is the Judgment of the Circuit Court for Queen Anne's County, Maryland, that Eugene F. Deems, Jr. be and he is hereby substituted as the Purchaser of Lot 21, Block C, Queen Anne Colony, Fourth Election District, Queen Anne's County, Maryland, in the place and stead of Eugene F. Deems, Sr.

Rayton O. Carter  
J U D G E

RECEIVED  
CLERK, CIRCUIT COURT  
OCT 24 AM 9:51  
QUEEN ANNE'S COUNTY

RECEIVED  
CLERK, CIRCUIT COURT  
1984 OCT 30 PM 4:21  
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JOHN W. SAUSE, JR. :  
204 North Commerce Street :  
Centreville, Maryland 21617 :

Attorney Named In Mortgage :

v. :

Chancery # 7410

JOSEPH M. SOLEMBRINO :  
134 Maryland Road :  
Kent Island Estates :  
Stevensville, Maryland 21666 :

PHYLLIS P. SOLEMBRINO :  
134 Maryland Road :  
Kent Island Estates :  
Stevensville, Maryland 21666 :

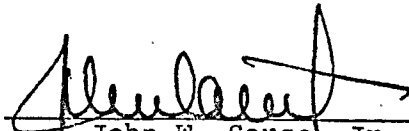
JUL -1-83 \* 22344 \*\*\*\*\*60.00  
JUL -1-83 A 22344 \*\*\*\*\*60.00

Mortgagors :

: : : : :

ORDER TO DOCKET

Default having occurred in the conditions upon which a sale may be made under a Mortgage from Joseph M. Solembriano and Phyllis P. Solembriano to Kent Island Estates Corporation, Inc., a Maryland corporation, dated June 25, 1981, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. 176, folio 323, please docket suit against the above-named defendants and file the attached certified copy of the aforesaid Mortgage as "Exhibit A", the certified copy of the Declaration of Provisions, Covenants, and Conditions (M.W.M. 160, folio 306) as "Exhibit B" and the attached Statement of Mortgage Debt as "Exhibit C".

  
John W. Sause, Jr.  
Attorney

204 North Commerce Street  
Centreville, Maryland 21617  
758-0970

RECEIVED  
CLERK, CIRCUIT COURT

1983 JUL -1 AM 10:40

QUEEN ANNE'S COUNTY



DOCUMENT NO. 106,104

This PURCHASE MONEY MORTGAGE is made this <sup>15th</sup> day of June, 1981, by and between JOSEPH M. SOLEMBRINO and PHYLLIS P. SOLEMBRINO, his wife, MORTGAGORS, of the first part, hereafter referred to collectively as Mortgagor, and KENT ISLAND ESTATES CORPORATION, INC., MORTGAGEE, a Maryland corporation, of the second part, Mortgagee;

Explanatory Statement

The Mortgagee has today loaned to the Mortgagor the sum of Four Thousand Dollars (\$4,000.00). The money loaned is a part of the purchase price for the hereinafter described property.

By the terms of a promissory note given by the Mortgagor to the Mortgagee at the time of such loan, the Mortgagor is to pay interest on the unpaid principal balance from time to time at the rate of twelve per cent (12%) per annum and is to repay such principal and interest to the Mortgagee in one hundred twenty (120) equal consecutive monthly installments of Fifty-seven Dollars and Thirty-nine cents (\$57.39) each, commencing on July <sup>15</sup> 1981.

However, the Mortgagor has the right to pay such indebtedness in full at any time, without penalty, notwithstanding that demand has not been made by the Mortgagee.

It was a condition precedent to the making of such loan that this Mortgage be given.

NOW, THEREFORE, this Mortgage

WITNESSES that in consideration of the premises and the sum of One Dollar (\$1.00) the Mortgagor does hereby grant and convey unto the Mortgagee, its successors and assigns, in fee simple, all of that property which is situate, lying and being in the Fourth Election District of Queen Anne's County, Maryland, and is described as follows:

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 "Second Edition of the Third Section of Kent Island Estates", by J. B. Metcalfe, registered surveyor, recorded April 6, 1951, among the Land Records of Queen Anne's County in Liber T.S.P. No. 1, folio 191, which said lot is known and designated thereon as Lot No. 88, Block B, of the Third Section of Kent Island Estates.

BEING all of the land conveyed to the Mortgagors by the Mortgagee by Deed bearing even date and intended to be recorded prior hereto.

SUBJECT, nevertheless, to the restrictive covenants and conditions referred to in the aforesaid Deed.

THE MORTGAGOR AND THE MORTGAGEE HEREBY AGREE AND INTEND that all provisions, covenants and conditions contained in a "Declaration of Provisions, Covenants and Conditions" (hereafter referred to as "the Declaration") recorded among the Land Records of Queen Anne's County, Maryland, on January 9, 1980, in Liber M.W.M. 160, folios 306, 307, 308 and 309, are incorporated into this Mortgage by specific reference to the Declaration, in accordance with Section 7-

LIBER 176 PAGE 324

108 of the Real Property Article of the Annotated Code of Maryland.

This Mortgage shall be void if the Mortgagor shall perform all of the provisions, covenants and conditions set forth in the Declaration which are to be performed by the Mortgagor.

WITNESS the hand and seal of the Mortgagor.

Joseph M. Solembrino

Joseph M. Solembrino [SEAL]

Phyllis P. Solembrino

Phyllis P. Solembrino [SEAL]

1981 JUN 25 AM 9:36

Receipt for Declaration

JUN 25-81 \* 23920 \*\*\*\*\*  
JUN 25-81 A 23920 \*\*\*\*\*

We hereby certify that when the above Mortgage was executed we received a copy of the "Declaration of Provisions, Covenants and Conditions" referred to in the Mortgage and agree and intend that the provisions, covenants and conditions set forth in the Declaration are incorporated as a part of the foregoing Mortgage.

Joseph M. Solembrino

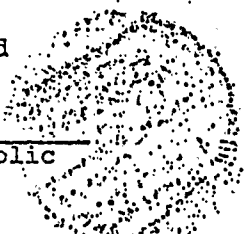
Phyllis P. Solembrino

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S:

On this the 25th day of June, 1981, before me, the undersigned officer, personally appeared Joseph M. Solembrino and Phyllis P. Solembrino, his wife, MORTGAGORS, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged (1) that they received a copy of the Declaration of Provisions, Covenants and Conditions as recited in the Mortgage and (2) that they executed the Mortgage for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public



My commission expires:  
July 1, 1982

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S:

I hereby certify that on this 15th day of June, 1981, before me, the undersigned officer, personally appeared Ruby C. Quandt, who made oath in due form of law that she is the Vice President of the Mortgagee named in the foregoing Mortgage and that the consideration recited in the Mortgage is true and bona fide as set forth.

In witness hereof I hereunto set my hand and official seal.

Notary Public



My commission expires:  
July 1, 1982

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

THIS IS TO CERTIFY, that the foregoing was truly taken  
and copied from Liber MWM 176, folio 323, a Hand Records  
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 July 1983.

*Marquette W. Markin*  
Marquette W. Markin, Clerk of  
Circuit Court for Queen Anne's County

DECLARATION  
OF  
PROVISIONS, COVENANTS AND CONDITIONS

This Declaration is recorded in accordance with Section 7-108 of the Real Property Article of the Annotated Code of Maryland.

In this Declaration, (a) the word "Mortgage" means the Mortgage which refers to and incorporates this Declaration; (b) the word "Mortgagor" means the person(s) referred to as "Mortgagor" in the Mortgage; (c) the word "Mortgagee" refers to the person(s) referred to as "Mortgagee" in the Mortgage; and (d) the word "property" means the land and property described in the Mortgage and intended to be conveyed thereby to the Mortgagee.

## Part I. TITLE AND POSSESSION.

1. Other interests conveyed. The property is conveyed by the Mortgagor to the Mortgagee together with the buildings and improvements thereupon erected, made or being and all rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or otherwise appertaining.

2. Estate of Mortgagee. The property is conveyed by the Mortgagee to have and to hold unto and to the proper use and benefit of the Mortgagee, his heirs, successors and assigns, in fee simple.

3. Covenants regarding title. The Mortgagor covenants that he has done no act to encumber the property, that he warrants specially the property, and that he will execute further assurances of the land as may be requisite.

4. Possession of property. Until there shall be a default in any covenant of the Mortgagor set forth in the Mortgage or in this Declaration, the Mortgagor shall possess the property and be entitled to collect and retain the rents, issues and profits thereof.

5. Transfers or other interests in property. The Mortgagor covenants that he will not grant or assign any interest in the property to another person without the prior written consent of the Mortgagee and that he will not permit or suffer any person to acquire any lien or encumbrance upon the property, whether or not such interest, lien or encumbrance is subordinate to the Mortgage. This paragraph does not apply to a transfer by devise, descent or by operation of law upon the death of a joint tenant or tenant by the entirety.

## Part II. DUTIES OF MORTGAGOR.

1. Payment of debt and interest. The Mortgagor covenants to pay when due the indebtedness referred to in the Mortgage, together with interest thereon, and all other amounts which the Mortgagor is obligated to pay by the terms of the Mortgage, any promissory note which the Mortgage secures, or this Declaration.

2. Care of mortgaged property. The Mortgagor covenants to permit, commit or suffer no waste, impairment or deterioration of the property, or any part thereof, whether now existing or hereafter erected. Upon the failure of the Mortgagor to keep the improvements on the property in good condition and repair, the Mortgagee may at his sole option demand the immediate repair thereof or immediate repayment of the entire indebtedness which the Mortgage secures. Failure of the Mortgagor to comply with any such demand of the Mortgagee for a period of thirty days shall

constitute a breach of the covenant contained in this paragraph. Mortgagee may make or cause to be made reasonable entries upon and inspections of the property; but notice shall be given prior to such inspection and shall specify reasonable cause therefor related to the Mortgagee's interest in the property.

3. Insurance. The Mortgagor covenants to keep the improvements on the property insured against loss or damage by fire and such other hazards as may be required by the Mortgagee and that: (a) such insurance shall be in an amount at least equal to the insurable value of the property; (b) such insurance shall be obtained from an insurance company licensed to do business in Maryland and approved by the Mortgagee; (c) the policy for such insurance shall be so framed or endorsed that the proceeds arising from the policy, in case of loss or damage, shall be payable to the Mortgagee only and may, at the sole option of the Mortgagee, be applied to the extinguishment of the indebtedness and other sums secured by the Mortgage (whether or not then due and payable) or for the reconstruction or repair of the improvements on the property; (d) the policy shall be delivered to and held by the Mortgagee; (e) all premiums for such insurance shall be paid by the Mortgagor when due.

4. Charges and expenses. The Mortgagor covenants to pay all taxes, water and sewer charges, and other public dues and assessments for which the Mortgagor and/or the property may become liable.

5. Optional rights of Mortgagee. The Mortgagor covenants and agrees that upon his failure to pay the insurance premiums and/or charges and expenses referred to in Paragraphs 3 and 4, the Mortgagee is authorized, at his sole option, to pay the same. The Mortgagor further covenants and agrees that (a) the amount so paid shall be added to the principal indebtedness secured by the Mortgage and bear interest at the same rate as that otherwise set forth in the Mortgage from the date of such payment, (b) such additional principal amount and interest shall be subject to the lien of the Mortgage, and (c) any payment made by the Mortgagee under the provisions of this Paragraph does not constitute a waiver of any default to which such payment relates.

#### Part III. DEFAULT.

1. Causes of default. The Mortgage shall be in default (a) upon the failure of the Mortgagor to make any payment of principal and interest, or any part of either, when due and/or (b) upon the failure of the Mortgagor to perform any covenant or obligation referred to in the Mortgage or in this Declaration.

2. Effect of default. Upon any default, the entire indebtedness and all other moneys owing under the Mortgage or secured by the Mortgage shall be immediately due and payable.

3. Procedure on default. In the event that the Mortgage is in default, the Mortgagee or John W. Sause, Jr., the duly constituted attorney for the purpose, are hereby authorized to sell the property in the manner prescribed by the Maryland Rules of Procedure. In addition to any public notice required by those Rules, the person making sale may give such other notice as he may deem expedient. Such sale may be made for cash, or for cash and credit. All annual crops planted or cultivated on the property by the Mortgagor, or those claiming under him, shall pass with the property to the purchaser at the sale.

4. Receiver. In any proceeding to foreclose the Mortgage, the Mortgagee shall be entitled, without regard to

the adequacy of any security for the debt, to the appointment of a receiver to enter, take possession of and manage the property and collect the rents, issues and profits of the property and account therefor as the Court may direct. Such rents, issues and profits shall be applied first to the fees and costs of the Receiver; and then in the manner set forth in Paragraph 5.

5. Proceeds of sale. The proceeds of any sale referred to in Paragraph 3 shall be applied in the following order of priority:

a-To the payment of all expenses incident to such sale, including (i) a counsel fee not to exceed \$500.00 in connection with the institution and conduct of the proceedings, (ii) such other counsel fees and expenses as the Court may direct for legal services rendered with respect to any contested matter in the proceedings, and (iii) commissions to the party making the sale equal to the commissions allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported;

b-To the payment in full of all claims of the Mortgagee, whether the same have matured or not;

c-To the Mortgagor, or to whomever is entitled to the balance, if any, of the proceeds.

6. Payment before sale. If the Mortgagor shall pay all interest and indebtedness due under the Mortgage after proceedings referred to in Paragraph 3 have begun in the proper court, the Mortgagor also covenants and agrees to pay all fees, expenses and costs referred to in Paragraph 5 and one-half of the commissions to which the person authorized to make the sale would have been entitled if the sale had been made for the amount of principal and interest then due under the Mortgage. Unless such payments are made in full, Mortgagee is not required to postpone or abate such proceedings.

#### Part IV. GENERAL PROVISIONS.

1. Scope of covenants, etc. The provisions, covenants, and conditions contained in the Mortgage and in this Declaration, shall bind and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. All covenants of the Mortgagor are joint and several.

2. Scope of words. Whenever used the singular number includes the plural, the plural the singular, and the use of any gender is applicable to all genders.

3. Waiver. The failure of the Mortgagee to insist upon the Mortgagor's performance of any provision, covenant or condition herein, or the Mortgagee's waiver of any provision, covenant or condition does not constitute or imply a waiver of the same or any other provision, covenant or condition at a subsequent time.

4. Forbearance. Any forbearance by the Mortgagee in exercising any right or remedy under this Declaration or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.

5. Remedies cumulative. All remedies of the Mortgagee referred to in this Declaration are distinct and cumulative to any other right or remedy under this Declaration or afforded by law or equity and may be exercised concurrently, independently or successively.

6. Captions. The names given to Parts of this

Declaration and the underscored words or phrases at the beginning of paragraphs of this Declaration are descriptive only and do not form a part of, do not in any manner affect and shall not be used to interpret or define the provisions, covenants and conditions contained herein.

7. Notices. Unless notice is required by applicable law to be given in a different manner, notice shall be deemed to have been given to the Mortgagor under any paragraph of this Declaration when it has been mailed by certified mail, return receipt requested, to the Mortgagor at the address of the property or, if the property is unimproved, to such address of the Mortgagor as is then shown on public assessment records for the property.

RECEIVED  
CLERK, CIRCUIT COURT  
1980 JAN -9 PM 4:07  
QUEEN ANNE'S COUNTY

JAN -9-80 \* 27186 \*\*\*\*\*12 00  
JAN -9-80 A 27186 \*\*\*\*\*12 00

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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MWM 160 folio 306, a Land Record 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 July 1983.

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



IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JOHN W. SAUSE, JR. :  
Attorney Named In Mortgage :  
v. : Chancery # 7410  
JOSEPH M. SOLEMBRINO :  
PHYLLIS P. SOLEMBRINO :  
Mortgagors :  
: : : : :

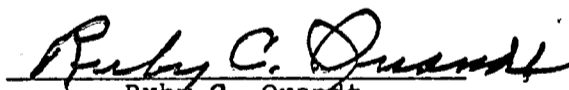
STATEMENT OF MORTGAGE DEBT

I hereby certify that on June 30, 1983, the amount remaining payable on the debt secured by the Mortgage of Joseph M. Solembrino and Phyllis P. Solembrino, dated June 25, 1981, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. 176, folio 323, is as follows:

Principal balance	\$ 3,760.04
Interest to June 30, 1983	386.25
Late charges	<u>22.50</u>
Total	\$ 4,168.79

Interest accrues at the rate of \$1.25 per day on or after July 1, 1983.

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

  
Ruby C. Quandt  
Vice President  
of Mortgagee

RECEIVED  
CLERK OF CIRCUIT COURT  
1983 JUL -1 AM 10:40  
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JOHN W. SAUSE, JR. :

Attorney Named In Mortgage :

v. : Chancery # 7410

JOSEPH M. SOLEMBRINO :

PHYLLIS P. SOLEMBRINO :

Mortgagors :

: : : : :

MILITARY AFFIDAVIT

I hereby make oath that to the best of my knowledge, information and belief, Joseph M. Solembrino and Phyllis P. Solembrino are not in the military service of the United States of America (or in the military service of any nation allied with the United States of America) and have not been ordered to report for induction under the Universal Military Training and Service Act, as amended, and are not members of the Enlisted Reserve Act, as amended, and are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

To the best of my knowledge, both have resided for several years in Kent Island Estates, Fourth Election District, Queen Anne's County, Maryland.

I do solemnly declare and affirm under the penalties of perjury that the matters and facts set forth in the foregoing document are true and correct to the best of my knowledge, information and belief.

*Ruby C. Quandt*  
 Ruby C. Quandt

RECEIVED  
 CLERK, CIRCUIT COURT  
 1983 JUL -1 AM 10:40  
 QUEEN ANNE'S COUNTY

BOND PURSUANT TO MARYLAND RULE W74

Whereas, by virtue of the power contained in a Mortgage from Joseph M. Solembrino and Phyllis P. Solembrino to Kent Island Estates Corporation, Inc., dated June 25, 1981, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. 176, folio 323, John W. Sause, Jr., Attorney, is about to sell the land and premises described therein, default having occurred in a condition under which sale may be made, and

Whereas, an action to foreclose the Mortgage has been filed in the Circuit Court for Queen Anne's County and is now pending as Equity Cause #7410,

Now, therefore,

KNOW ALL MEN BY THESE PRESENTS that we, John W. Sause, Jr., as Principal, and United States Fidelity and Guaranty 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 Dollars (\$5,000.00), 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, personal representatives, successors or assigns jointly and severally, firmly by these presents.

The CONDITION of the above obligation is such that if John W. Sause, Jr., Attorney, does abide by any court order which may be made in relation to the sale of the mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, John W. Sause, Jr., Attorney, has hereunto set his hand and seal and United States Fidelity and Guaranty Company has caused these presents to be duly signed by its attorney-in-fact, this 6th day of July, 1983.

Signed, sealed, and delivered in the presence of:

[Signature]

[Signature] [SEAL]  
John W. Sause, Jr.

UNITED STATES FIDELITY AND  
GUARANTY COMPANY

[Signature]

By: [Signature] [SEAL]  
Attorney In Fact

Surety Approved  
and bond Filed July 6, 1983

CERTIFIED COPY OF POWER OF  
ATTORNEY ATTACHED

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

THIS IS TO CERTIFY, that the foregoing was truly taken and copies from Liber MWM No. 3, folio 338, a Bond Record Book for Queen Anne's County.



IN TESTIMONY WHEREOF, I hereunto  
subscribe my name and affix the  
Seal of the Circuit Court for  
Queen Anne's County, this 12th  
day of August, 1983

*Marguerite W. Mankin*

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

No. 312456

RECEIPT FOR CERTIFIED MAIL

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

SENT TO Mr. Joseph M. Solembrino 134 Maryland Road Kent Island Estates Stevensville, MD 21666

Table with columns: POSTAGE, CERTIFIED FEE, SPECIAL DELIVERY, RESTRICTED DELIVERY, SHOW TO WHOM AND DATE DELIVERED, SHOW TO WHOM DATE AND ADDRESS OF DELIVERY, SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY, SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY.

TOTAL POSTAGE AND FEES \$ 1.55 POSTMARK DATE JUL 6 1983 PS Form 3800, Apr. 1976

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JOHN W. SAUSE, JR. : Attorney Named In Mortgage : v. : Chancery #7410 : JOSEPH M. SOLEMBRINO : PHYLLIS P. SOLEMBRINO : Mortgagors

1983 JUL 18 PM 4:14 CERTIFICATE OF MAILING REQUIRED BY RULE W74 a 2 (c)

QUEEN ANNE'S COUNTY I hereby certify that on July 6, 1983, notices of the time, place, and the terms of sale of the mortgaged property were sent by certified mail to the last know address of the Mortgagors in the above-entitled action.

Attached to this Certificate are Receipts #312455 and #312456 of the United States Postal Service evidencing such mailing and the return receipts therefor.

John W. Sause, Jr (Signature)

Form 3811, Jan. 1979. Includes fields for SENDER, ARTICLE ADDRESSED TO (Mrs. Phyllis P. Solembrino), REGISTERED NO. (312455), INSURED NO., SIGNATURE, DATE OF DELIVERY (7-7-83), ADDRESS, and CLERK'S INITIALS.

No. 312455 RECEIPT FOR CERTIFIED MAIL

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

SENT TO Mrs. Phyllis P. Solembrino 134 Maryland Road Kent Island Estates Stevensville, MD 21666

Table with columns: POSTAGE, CERTIFIED FEE, SPECIAL DELIVERY, RESTRICTED DELIVERY, SHOW TO WHOM AND DATE DELIVERED, SHOW TO WHOM DATE AND ADDRESS OF DELIVERY, SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY, SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY.

TOTAL POSTAGE AND FEES \$ 1.55 POSTMARK DATE JUL 6 1983 PS Form 3800, Apr. 1976

Form 3811, Jan. 1979. Includes fields for SENDER, ARTICLE ADDRESSED TO (Mr. Joseph M. Solembrino), REGISTERED NO. (312456), INSURED NO., SIGNATURE, DATE OF DELIVERY (7-7-83), ADDRESS, and CLERK'S INITIALS.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JOHN W. SAUSE, JR. :

Attorney Named In Mortgage :

v. : Chancery #7410

JOSEPH M. SOLEMBRINO :

PHYLLIS P. SOLEMBRINO :

Mortgagors :

: : : : :

REPORT OF SALE

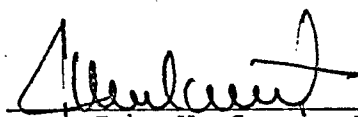
In accordance with the provisions of Chapter 1100, Subtitle W, of the Maryland Rules, and the power of sale contained in the Mortgage filed in this proceeding, after providing the bond and giving the notification required by Maryland Rule W74 (as will more fully appear by reference to the prior proceedings in this Cause), I gave notice of the time, place and terms of sale of the mortgaged property by advertisement in the Record-Observer, a newspaper published in Queen Anne's County, Maryland, once a week for three successive weeks. Such publications were made on July 6, 13 and 20, 1983; and a copy of the advertisement is attached as part of this Report.

Thereafter, on Friday, July 22, 1983, at 11:00 a.m., the mortgaged property was offered for sale at public auction at the Court House door, in Centreville, Maryland, upon the terms contained in the advertisement, which terms were publicly read by the Auctioneer prior to the receipt of any bids. At the conclusion of bidding, Ruby C. Quandt, Vice President, for Kent Island Estates Corporation, Inc., was declared to be the highest bidder at and for the price of Three Thousand Dollars (\$3,000.00).

The deposit required under the terms set forth in the advertisement has not been required by me, as the purchaser is also the Mortgagee. The Affidavit made by the purchaser in accordance with Maryland Rule BR6 b 3 and the Auctioneer's Memorandum required by Second Circuit Rule BR8 f are attached to as part of this Report.

In my opinion, the sale was fair in every respect; and I respectfully ask that it be ratified by this Court.

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

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

RECEIVED  
 CLERK OF THE COURT  
 1983 JUL 22 AM 11:31  
 QUEEN ANNE'S COUNTY

## Attorney's Sale

OF

### VALUABLE UNIMPROVED PROPERTY

Under and by virtue of the power of sale contained in a Mortgage from Joseph M. Solebrino and Phyllis P. Solebrino to Kent Island Estates Corporation, Inc., dated June 25, 1981, and recorded among the Land Records of Queen Anne's County, in Liber M.W.M. 176, folio 323, default having occurred thereunder, the undersigned Attorney will offer for sale by public auction at the Court House door, Centreville, Queen Anne's County, Maryland, on

**Friday, July 22, 1983**

at 11:00 a.m.

the property described in said Mortgage as follows:

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Second Edition of the Third Section of Kent Island Estates", by J. B. Metcalfe, registered surveyor, recorded April 6, 1951, among the Land Records of Queen Anne's County in Liber T.S.P. No. 1, folio 191, which said lot is known and designated thereon as Lot No. 88, Block B, of the Third Section of Kent Island Estates.

SUBJECT, nevertheless, to the restrictive covenants and conditions contained in a deed from Kent Island Holding Company, Inc., to Chesapeake Bay Corporation, dated October 25, 1959, recorded among the Land Records aforesaid in Liber N.B.W. 7, folio 564, as amended by a confirmatory deed and articles of amendment between Kent Island Holding Company, Inc., Chesapeake Bay Corporation and Romancoke Holding Company, dated May 27, 1954, and recorded among the Land Records aforesaid in Liber T.S.P. No. 16, folio 116.

TERMS OF SALE. A deposit of ten percent (10%) of the purchase price will be required of the purchaser at the time and place of sale in cash or by certified check, together with the affidavit required by Maryland Rule BR6 b 3. The balance of the purchase money shall be paid upon final ratification of sale by the Circuit Court for Queen Anne's County and bear interest at the rate of twelve percent (12%) per annum from the date of sale to the date of settlement. Taxes and all other assessments to be adjusted to date of sale. The purchaser is to bear all costs of conveyancing, revenue stamps and transfer taxes.

JOHN W. SAUSE, JR.

Attorney

204 North Commerce Street  
Centreville, Maryland 21617  
301-758-0970

Joseph A. Jackson, Jr.

Auctioneer  
301-364-5463

RO-7-6-31-05

MEMORANDUM OF SALE

I hereby certify that at the time and place set forth in the advertisement affixed to the reverse side of this page, and after such advertisement had been publicly read by ~~the attorney under whose direction this sale was made,~~ I conducted the bidding and, at the conclusion of bidding, announced the name of the purchaser of the mortgaged property, subject to ratification by the Circuit Court for Queen Anne's County.

The highest bidder was Ruby C. Quandt for  
Kent Island Estates Corporation, Inc.  
and the sale price was \$ 3,000.00.

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

AFFIDAVIT OF PURCHASER

I hereby certify that I was the purchaser at the sale conducted pursuant to the advertisement affixed to the reverse side of this page; that the sale was made upon the terms set forth in that advertisement; that I was declared to be the purchaser at the price set forth in the above Auctioneer's Memorandum, subject to ratification by the Circuit Court for Queen Anne's County; that I was not acting as agent for anyone; \* and that no other persons are interested as principals with me; and that I have not directly or indirectly discouraged anyone from bidding for the mortgaged property described in the advertisement.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

\* Kent Island Estates Corporation, Inc.  
By: Ruby C. Quandt  
{name} 7/8

\_\_\_\_\_  
{address}



## Attorney's Sale

OF

### VALUABLE UNIMPROVED PROPERTY

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JOHN W. SAUSE, JR.

Attorney

204 North Commerce Street  
Centreville, Maryland 21617  
301-758-0970

Joseph A. Jackson, Jr.

Auctioneer  
301-364-5463

RO-7-6-31-05

ORDER NISI ON SALE

JOHN W. SAUSE, JR.  
Attorney named in Mortgage

vs.

JOSEPH M. SOLEBRINO  
PHYLLIS P. SOLEBRINO  
Mortgagors

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

Cause No. 7410

ORDERED, this 22nd day of July, 1983, that the sale of the real property, made and reported in this cause by John W. Sause, Jr. Attorney, be ratified and confirmed, on or after the 22nd day of August, 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 15th day of August, 1983.

The report states the amount of sales to be \$ 3,000.00.

*Marguerite St. Menkin* Clerk

Filed July 22, 1983

Centreville, Md, 7/20 19 83.

### We Hereby Certify

That the annexed advertisement of  
Attorney's Sale  
Joseph & Phyllis Solebrino  
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 83.  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 6th day of  
July 19 83, and the last  
insertion on the 20th day of  
July 19 83.

Publishers, Record Observer

Per

*Matthew M. Murrell*

RECORD  
CLERK. C. C. C.

1983 AUG 24 PM 3:26

QUEEN ANNE'S COUNTY

## Attorney's Sale

OF

### VALUABLE UNIMPROVED PROPERTY

Under and by virtue of the power of sale contained in a Mortgage from Joseph M. Solebrino and Phyllis P. Solebrino to Kent Island Estates Corporation, Inc., dated June 25, 1981, and recorded among the Land Records of Queen Anne's County, in Liber M.W.M. 176, folio 323, default having occurred thereunder, the undersigned Attorney will offer for sale by public auction at the Court House door, Centreville, Queen Anne's County, Maryland, on

**Friday, July 22, 1983**

at 11:00 a.m.

the property described in said Mortgage as follows:

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JOHN W. SAUSE, JR.

Attorney

204 North Commerce Street  
Centreville, Maryland 21617  
301-758-0970

Joseph A. Jackson, Jr.

Auctioneer  
301-364-5463

RO-7-6-3t-05

LIBER 16 PAGE 79

Centreville, Md. 8/10 19 83

**We Hereby Certify**

That the annexed advertisement of Order Nisi - Solebrino 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 Aug. 19 83. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 27th day of July 19 83, and the last insertion on the 10th day of Aug. 19 83.

Publishers, Record Observer  
Per *Betty M. Comegys*

ORDER NISI  
ON SALE  
JOHN W. SAUSE, JR.  
Attorney named in  
Mortgage  
vs.  
JOSEPH M.  
SOLEBRINO  
PHYLLIS P.  
SOLEBRINO  
Mortgagors  
In the Circuit Court  
for  
Queen Anne's County  
In Equity  
Cause No. 7410  
ORDERED, this 22nd  
day of July, 1983, that the  
sale of the real property,  
made and reported in this  
cause by John W. Seuse,  
Jr., Attorney, be ratified  
and confirmed, on or after  
the 22nd day of August,  
1983, 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 15th day of August,  
1983.  
The report states the  
amount of sales to be  
\$3,000.00  
Marguerita W. Mankin  
Clerk  
Type Copy, Test:  
Marguerita W. Mankin  
Clerk  
By: Betty M. Comegys  
Deputy Clerk  
Filed July 22, 1983  
RO-7-27-31-047

1983 AUG 24 PM 3:26  
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JOHN W. SAUSE, JR. :  
Attorney Named In Mortgage :  
v. : Chancery #7410  
JOSEPH M. SOLEMBRINO :  
PHYLLIS P. SOLEMBRINO :  
Mortgagors :  
: : : : :

FINAL ORDER OF RATIFICATION

No cause having been shown why the sale of the real property made and reported in this Cause by John W. Sause, Jr., should not be ratified and confirmed, although it appears that the Order Nisi issued pursuant to Maryland Rule BR6 b 2 has been published as therein required, and the Court being satisfied that the sale was fairly and properly made, it is this 24<sup>th</sup> day of August, 1983, by the Circuit Court for Queen Anne's County, In Equity,

ORDERED, that the sale of the mortgaged property referred to in this Cause made on July 22, 1983, by John W. Sause, Jr., the Attorney named in the Mortgage, is hereby finally ratified and confirmed; and

FURTHER ORDERED, that the matter is hereby referred to the Special Auditor named below for the purpose of stating an account in accordance with Maryland Rule 595 and Second Circuit Rule 12; and

FURTHER ORDERED, in accordance with the provisions of §2-102 of the Courts Article of the Code and Maryland Rule 595 b, that *Jeffrey E. Thompson* be and he is hereby appointed Special Auditor to whom this matter shall be referred and who, upon taking the oath required by §2-104 of the Courts Article, shall have with respect to this Cause the same powers, duties and compensation as the regular Auditor.

*Clayton C. Carley*  
JUDGE

RECORDED  
Clerk of Court

1983 AUG 24 PM 3:26

QUEEN ANNE'S COUNTY

JOHN W. SAUSE, JR. \*  
 Attorney named in Mortgage \* IN THE CIRCUIT COURT FOR  
 \*  
 v. \* QUEEN ANNE'S COUNTY, MARYLAND  
 \*  
 JOSEPH M. SOLEMBRINO \*  
 and \*  
 PHYLLIS P. SOLEMBRINO \* EQUITY NO. 7410  
 \*  
 Mortgagors \*

\*\*\*\*\*

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			\$ 3,000.00
FIDUCIARY COMMISSION (per mortgage)	\$ 300.00		
ATTORNEY FEE (per mortgage)	500.00		
<b>EXPENSES OF SALE</b>			
Court costs	\$ 144.50		
Advertising			
Notice of Sale	157.08		
Report of Sale	60.48		
Bond Premium	30.00		
Auctioner's fee	25.00		
Certified mail	3.10	420.16	
<b>AUDITOR'S FEE AND COSTS</b>			
Fee for audit	\$ 45.00		
Postage & copies	1.02	46.02	1,266.18 -
NET AMOUNT AVAILABLE FOR DISTRIBUTION			<u>\$ 1,733.82</u>
<b>INDEBTEDNESS DUE UNDER MORTGAGE</b>			
Principal, per Statement of Debt	\$ 3,760.04 -		
Interest to June 30, 1983, per statement	386.25 -		
Late charges, per statement	22.50 -		
Interest on principal at 12%			
6/30/83 to 7/22/83, 22 days @ \$1.25	27.50 -	\$ 4,196.29 -	
NET CREDIT FROM MORTGAGEE/PURCHASER			<u>1,733.82</u>
on 7/22/83			
BALANCE OWED BY DEBTORS AFTER CREDIT			\$ 2,462.47 -
on 7/22/83			
INTEREST 7/23/83 to 9/20/83 or			
\$ 2,462.47 @ 12% (\$0.821 per day)			49.26 -
DEFICIT			<u>\$ 2,511.73 -</u>

THOMPSON & THOMPSON  
 ATTORNEYS AT LAW  
 CENTREVILLE, MARYLAND 21017  
 788 0877

REC'D  
 CLERK OF COURT  
 1983 OCT 25 AM 11:42  
 QUEEN ANNE'S COUNTY

NOTICE

The attached Account was filed on the 25 day of October, 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 Equity No. 7410. 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 25 day of October, 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:

John W. Sause, Jr., Esquire  
204 North Commerce Street  
Centreville, Maryland 21617

Joseph M. Solembrino  
134 Maryland Road  
Kent Island Estates  
Stevensville, Maryland 21666

Phyllis P. Solembrino  
134 Maryland Road  
Kent Island Estates  
Stevensville, Maryland 21666

*Jeffrey E. Thompson*  
Jeffrey E. Thompson  
Special Auditor

NISI RATIFICATION OF AUDIT

ORDERED this 25th day of October, 1983, that the Account filed in these proceedings by Jeffrey E. Thompson, Special Auditor, be ratified on or after the 10th day of November, 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.

*Marguerite St. Manekin* CLERK

FILED: October 25, 1983

JOHN W. SAUSE, JR., Attorney  
named in Mortgage

vs.

JOSEPH M. SOLEBRINO  
PHYLLIS P. SOLEBRINO

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7410  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 10th day of November, 19 83,  
by the Court that the account of the Auditor is finally ratified and  
confirmed, and John W. Sause, Jr., Attorney, ~~Attorney/Plaintiff~~,  
is directed to apply the proceeds accordingly, with a due proportion of  
interest as the same has been or may be received.

Margaret H. Rankin Clerk

Filed November 10, 1983



GEORGE WILLIAM DeHAVEN  
9751 Bird River Road  
Baltimore, Maryland, 21220

Plaintiff

vs.

CHARLES A. WENDLING and  
LOUELLA L. WENDLING  
738 Fifth Avenue  
Baltimore, Maryland 21227

Defendants

DOCKET:  
FOLIO:  
CASE NO. 1279  
FILED:

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S

COUNTY, IN EQUITY  
DEC 27-82 \* 23081 \*\*\*\*\*60 00  
DEC 27-82 A 523081 \*\*\*\*\*60 00

\*\*\*\*\*

PETITION FOR SALE OF PROPERTY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff respectfully represent  
That on the 27th day of September, 1980, the defendants executed  
and delivered to the plaintiff, GEORGE WILLIAM DeHAVEN, a  
mortgage upon certain real property in Queen Anne's County,  
therein described, to secure the payment of the mortgage debt of  
Seventy Six Hundred Dollars (\$7,600.00) 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 and default in any covenant or condition of said  
mortgage; all which will appear from said mortgage, marked  
"Petitioner's Exhibit No. 1", and filed herewith as part of this  
petition.

That the said Mortgage is now in default for a period  
in excess of ninety days.

And your petitioner prays that a decree may be passed  
for the sale of said property in accordance with the terms of  
said mortgage.

And as in duty bound, etc.

RONALD J. KEARNS  
ATTORNEY AT LAW  
1760 EASTERN BOULEVARD  
BALTIMORE, MD, 21221  
TELEPHONE 686-8565

RECEIVED  
CLERK, CIRCUIT COURT  
1982 DEC 27 AM 9:54  
QUEEN ANNE'S COUNTY

  
RONALD J. KEARNS  
Attorney for Plaintiff

## PURCHASE MONEY

**This Mortgage**, Made this 27<sup>th</sup> day of September in the year one thousand nine hundred and Eighty between Charles A. Wendling and Louella L. Wendling, his wife of the \_\_\_\_\_, State of Maryland, hereinafter sometimes called the Mortgagor; and George William DeHaven hereinafter sometimes called the Mortgagee.

WHEREAS, the said Mortgagor stands bona fide indebted unto the said Mortgagee in the full and just sum of Seven Thousand Six Hundred & 00/100 (\$7,600.00) Dollars for money this day loaned by the said Mortgagee unto the said Mortgagor, the said Mortgagor herewith covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with interest thereon at the rate of Eleven per (11%) per annum until fully paid in the following manner and time:

Monthly installments of principal and interest in the amount of One hundred sixty-five & 25/100 — DOLLARS (\$165.25) shall be due and payable commencing on the 27 day of OCTOBER, 1980, and continuing on the 27<sup>th</sup> day of each month thereafter until the debt secured hereby is fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 27<sup>th</sup> day of SEPTEMBER, 1985. Said installments are to be applied first to the payment of interest on the unpaid principal balance, at the rate aforesaid and the balance, if any, to be applied towards the reduction of the principal balance due hereunder. All of the aforesaid sum of money being for the purchase of the hereinafter described property. Prior to default in any of the terms and conditions contained herein, this indebtedness may be prepaid in whole or in part at any time without payment of a prepayment fee.

All sums aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the office of the Mortgagee in Baltimore City, or at such other place, either within or without the said State, as the holder hereof may, from time to time, in writing, designate.

AND WHEREAS, at the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to become due thereon, and of all taxes, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, and the payment of premiums for fire or other hazard insurance herein provided, shall be secured by the execution hereof.

Now, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One (\$1.00) Dollar, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey, transfer and assign unto the said Mortgagee, its successors and assigns, all the lot s \_\_\_\_\_ of ground being, lying and situate in the County of Queen Anne's \_\_\_\_\_ in the State of Maryland, and described as follows, viz:

ALL those lots or parcels of land situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, Maryland, set forth and shown on a plat entitled "Revised Plat of Parts of Blocks A-P-E-D-F-N-R-M-L-K-G-H and J of the Second Section of Kent Island Estates" by Purdum and Jeschke, engineers and land surveyors, dated the 31st day of December, 1958, and recorded among the Land Records of Queen Anne's County in Liber TSP No. 50, folio 304, said lots being known and designated thereon as Lots Nos. 4 and 6, Block L, Section 2, Kent Island Estates.

BEING the same lots of ground, which by Deed of even date herewith and intended to be recorded immediately prior hereto among the Land Records of Queen Anne's County, were granted and conveyed by George William DeHaven unto the Mortgagors herein.

OCT-7-80 \* 25715 \*\*\*\*\*15.00  
OCT-7-80 A #25715 \*\*\*\*\*15.00

It is the intention and it is hereby agreed that any right, title, interest or estate, in the above described property acquired by the Mortgagor after date hereof shall be as fully embraced within the provisions hereof, and subject to the lien hereby created as if said right, title, interest or estate, was now owned by the Mortgagor and was so specifically described herein and conveyed hereby.

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

ALSO TOGETHER with and including as part of the buildings and improvements erected on the aforesaid lot or parcel of ground all bathroom fixtures, equipment and accessories, breakfast nook furniture, which is attached to or affixed to the dwelling house, all kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, built in medicine cabinets, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units piping, tubing, and motors used in connection therewith, screens, screen doors and window shades all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this mortgage.

To HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said Mortgagee, its successors and assigns in fee simple.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this Mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith at the election of the Mortgagee.

And the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, "The Maryland Rules of Procedure" or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or its duly authorized Attorney, after any

such default shall have occurred as aforesaid, to sell the hereby mortgaged property. And such sale may be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots but such party may do so and the sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county in which the land is situated; and the party selling may also give such other notice as he may deem expedient; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And it is agreed that upon any sale of said property under this Mortgage, whether under the above assent to a decree or under the above power of sale or otherwise, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a counsel fee of \_\_\_\_\_ for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or its successors or assigns or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making said sale equal to the commission allowed Trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said Mortgagee, or its successors and assigns, and half of such commissions and all such expenses and costs shall be paid by the Mortgagee, or its assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this Mortgage (but not thereafter), the said Mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest secured by this Mortgage, which mortgage debt and interest, taxes, assessments, public dues, and charges the said Mortgagor covenants to pay when legally due, and upon payment thereof, unless paid by the Mortgagee out of funds deposited with it by the Mortgagor, to exhibit to the Mortgagee, its successors and assigns, the receipted bills therefor at the principal office of the Mortgagee, its successors and assigns. And upon any default in any of the covenants of this Mortgage, the Mortgagee, its successors and assigns, shall be entitled to the rents and profits of said property which in that event are hereby assigned to the Mortgagee, its successors and assigns, as additional security, and the Mortgagee, its successors and assigns, shall also be entitled in that event, if it so elects, to the immediate appointment of a Receiver for said property, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the property as security for the mortgage debt. The Mortgagee, its successors and assigns, or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the said Mortgagor with regard to any and all leases between the said Mortgagor and any tenants or lessees occupying any part or all of the mortgaged property and the Mortgagee, its successors and assigns, or Receiver, shall have the right from time to time in its discretion to vary the terms of any written or oral lease, or tenancy, or to sue for the recovery of any sum or sums due, past due or to become due thereunder and any and all acts done by the Mortgagee, its successors or assigns, or Receiver, are hereby authorized, ratified and approved by the Mortgagor.

And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire, windstorm and such other hazards that the Mortgagee may from time to time require in an insurance company or companies acceptable to, and in an amount from time to time designated by the said Mortgagee, its successors and assigns, but at no time less than the value of the improvements on said property, and to cause each and every policy of insurance on said property to be so framed or endorsed as in case of fire and/or windstorm or other loss to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of its or their lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee, its successors and assigns, to be kept by the Mortgagee, its successors and assigns; and to deliver all renewals thereof to the said Mortgagee, its successors and assigns, at its said principal office, or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate, one week in advance of the expiration of the same, stamped "PAID". And in the event of any loss by fire, windstorm or other hazards, the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee, its successors and assigns, only, and not to the Mortgagor and Mortgagee, its successors and assigns, jointly; such payment to the Mortgagee, its successors and assigns, shall be applied to the extinguishment of the principal, interest, and expenses secured by this Mortgage, whether then due or not, but not to exceed the amount payable under this Mortgage; provided that the Mortgagee, its successors and assigns, in lieu thereof, may by its written assent consent to the application by the Mortgagor of the said insurance money to the reconstruction of the improvements on the mortgaged property.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Mortgage, of any law of the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sums secured by this Mortgage, together with interest due thereon, shall at the option of the Mortgagee, its successors and assigns, without notice to any party, become immediately due and payable.

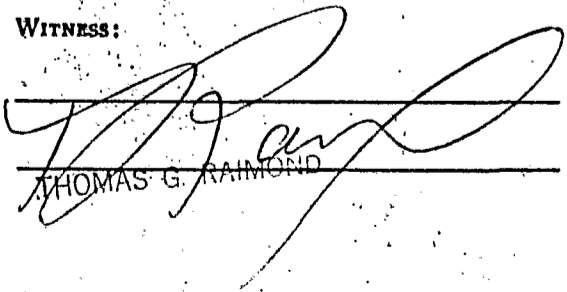
And it is further mutually covenanted and agreed by said parties that in default of the payment by said Mortgagor of all or any taxes, charges, and assessments which may be imposed by law upon the said mortgaged premises or any part thereof; or that in default of the payment of any fire, windstorm or other hazard insurance premium for policies written under the terms of this Mortgage; then and in either or both of such events it shall be lawful for the said Mortgagee, its successors and assigns, to pay the amount of any such tax, charge, assessment, or insurance premium, with any expenses attending the same; and any amounts so paid the said Mortgagor shall repay to the said Mortgagee, its successors and assigns, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee, its successors and assigns, so elects, become due and payable forthwith.

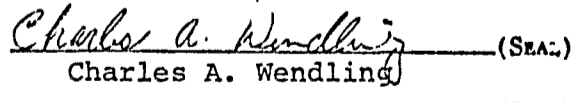
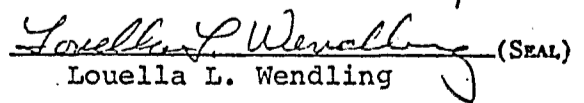
And the said Mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors and assigns of the party so designated.

IN WITNESS WHEREOF the said Mortgagors have hereunto set their hands and seals

the day and year first herein written.

WITNESS:  
  
THOMAS G. RAYMOND

 (SEAL)  
Charles A. Wendling  
\_\_\_\_\_  
(SEAL)  
 (SEAL)  
Louella L. Wendling  
\_\_\_\_\_  
(SEAL)

LIBER 188 PAGE 89  
County

STATE OF MARYLAND, Anne Arundel, to wit:

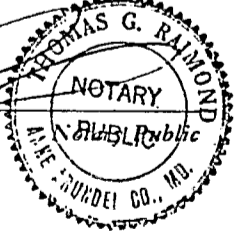
I HEREBY CERTIFY, that on this 27<sup>th</sup> day of September, in the year one thousand nine hundred and Eighty before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Charles A. Wendling and Louella L. Wendling, his wife the Mortgagors named in the foregoing Mortgage, and acknowledged the same to be their act.

And at the same time also appeared George William DeHaven, ~~Notary~~  
the within named Mort-

~~gagor, and acting for and on behalf of the said Mortgagee made oath in due form of law that the consideration therein set forth is true and bona fide, and that he is the duly authorized agent of the Mortgagee and has authority to complete execution of the Mortgage and further that he is the duly authorized agent of the Mortgagee and has authority to~~

WITNESS my hand and Notarial Seal the day and year last above written

My Commission expires:  
July 1, 1982.

*[Handwritten Signature]*  
THOMAS G. RAIMOND  


GEORGE WILLIAM DeHAVEN

Plaintiff

vs.

CHARLES A. WENDLING and  
LOUELLA L. WENDLING

Defendants

\*  
\*  
\*  
\*  
\*

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
IN EQUITY  
1279

\*\*\*\*\*

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of GEORGE WILLIAM DeHAVEN under the mortgage from CHARLES A. WENDLING and LOUELLA L. WENDLING to GEORGE WILLIAM DeHAVEN dated September 27, 1980, and recorded among the Land Records of Queen Anne's County in Liber 168 folio 163; Mortgage payments of One Hundred Sixty Five Dollars and Twenty-five Cents (\$165.25) are due and payable on the 27th day of each month; the last payment made was July 28, 1982; a principal balance on the said mortgage is \$5,165.01 and is now approximately three (3) months in arrears.

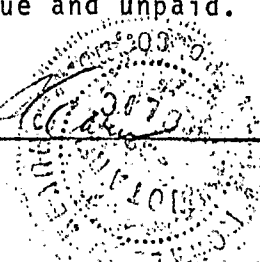
*George William DeHaven*  
\_\_\_\_\_  
GEORGE WILLIAM DeHAVEN

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 9<sup>th</sup> day of December, 1982, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared GEORGE WILLIAM DeHAVEN, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

RONALD J. KEARNS  
ATTORNEY AT LAW  
1780 EASTERN BOULEVARD  
BALTIMORE, MD. 21221  
TELEPHONE 686-8585

RECEIVED  
CLERK, CIRCUIT COURT  
1982 DEC 27 AM 9:54  
QUEEN ANNE'S COUNTY

*Ronald J. Kearns*  
\_\_\_\_\_  


GEORGE WILLIAM DeHAVEN

Plaintiff

vs.

CHARLES A . WENDLING and  
LOUELLA L. WENDLING

Defendants

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

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

1279

\*\*\*\*\*

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, COUNTY OF Baltimore, to wit:

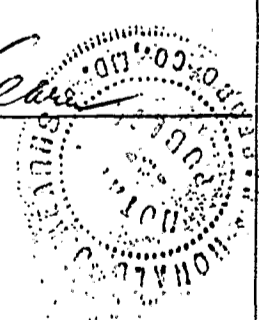
I HEREBY CERTIFY, that on the 07<sup>th</sup> day of December, 1982, before me, the subscriber, A Notary Public of the State of Maryland, in and for Harford County, personally appeared GEORGE WILLIAM DeHAVEN, and made oath in due form of law, that he knows the defendants herein and that to the best of 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 has not been ordered to report for induction under the Selective Training and Service Act;
4. Said defendants are not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

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CLERK, CIRCUIT COURT  
1982 DEC 27 AM 9:54  
QUEEN ANNE'S COUNTY

George William DeHaven  
GEORGE WILLIAM DeHAVEN

Ronald A. Kearn  
NOTARY PUBLIC



RONALD J. KEARN  
ATTORNEY AT LAW  
1760 EASTERN BOULEVARD  
BALTIMORE, MD, 21221  
TELEPHONE 686-8585

Maryland

REF 3 PAGE 284

# WESTERN SURETY COMPANY

*One of America's Oldest Bonding Companies*

CHICAGO • SIOUX FALLS • DALLAS  
PALO ALTO • VALLEY FORGE

*Equity # 7279*

## TRUSTEES, MORTGAGEES, ATTORNEYS OR FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS:

FORM No. 19-TM-5201

That we, Ronald J. Kearns, 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 Five Thousand Five Hundred and No/100 (\$ 5,500 ) 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 7th day of December, 1982.

WHEREAS, the above bounden Ronald J. Kearns

by virtue of the power contained in a mortgage from Charles A. and Louella L. Wendling

to George William DeHaven

bearing date the 27th day of September, 1980 and recorded among

the mortgage records of Queen Annes County, Maryland

in Liber MM No. 168 Folio 163

and Ronald J. Kearns

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

Ronald J. Kearns

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

Ronald J. Kearns x Ronald J. Kearns Principal

As to Surety

Reiners WESTERN SURETY COMPANY Principal

D. J. ... By B. J. Mehlhoff Vice President

Countersigned by Alton E. Simpson Maryland Resident Agent

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CLERK, CIRCUIT COURT

1982 DEC 27 AM 9:55

1208-10-77

QUEEN ANNE'S COUNTY

*Surety Approved  
and Bond filed  
12/27/82*



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



IN TESTIMONY WHEREOF, I hereunto subscribe  
my name and affix the Seal of the Circuit Court  
for Queen Anne's County, this 27th day of  
December, 1982.

*Marquerite W. Macken*

Clerk of the Circuit Court for Queen Anne's  
County

GEORGE WILLIAM DeHAVEN	:	IN THE CIRCUIT COURT
Plaintiff	:	
vs.	:	FOR QUEEN ANNE'S COUNTY,
	:	SITTING IN EQUITY
CHARLES A. WENDLING and	:	
LOUELLA L. WENDLING	:	NO. 7279
Defendants	:	

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition, Original Mortgage, Statement of Mortgage Debt, Military Affidavit and Bond in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It is thereupon, this 29th day of December, 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 Ronald J. Kearns be and he is hereby appointed Trustee to make said sale, and that the course and manner of the proceedings shall be as follows: (1) before making a sale of the mortgaged property, (a) he shall file with the Clerk of this Court, a bond to the State of Maryland, approved pursuant to Md. Rule H 2, to abide by any court order which may be made in relation to the sale of the mortgaged property, or the proceeds thereof, and (b) he shall give notice of the time, place and terms thereof by advertisement pursuant to Md. Rule W 74 2 (b); (2) as soon as practicable after any such sale, and in no event more than 30 days after the date thereof, the Trustee shall render to this Court a full and particular account of the proceedings relative to the sale, with an affidavit of the fairness of the sale and of the truth of the report annexed thereto; (3) after complying with Md. Rule BR 6 b. 3. and obtain-

ing the Court's ratification of the sale, and on payment of the whole purchase money, and not before, the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, the property and estate sold, free, clear and discharged from all claim of the parties hereto and those claiming by, from or under them, or either of them; and (4) the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after the papers in the proceeding have been referred to the Auditor of this Court to state an account, pursuant to Md. Rules W 74 e. and BR 6 b. 5.

RECEIVED  
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1982 DEC 29 PM 3:35  
QUEEN ANNE'S COUNTY

*Clayton C. Carler*  
\_\_\_\_\_  
Judge

GEORGE WILLIAM DeHAVEN	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR QUEEN ANNE'S COUNTY
vs.	*	SITTING IN EQUITY
CHARLES A. WENDLING and	*	
LOUELLA L. WENDLING	*	
Defendants	*	No. 7279

\*\*\*\*\*

AFFIDAVIT

I hereby certify under the penalties of perjury that a Notice of the time, place and terms of sale of the real property involved in the above captioned matter was mailed by Registered Mail to the last known address of the Mortgagors, Mr. and Mrs. Charles Wendling, 738 Fifth Avenue, Baltimore, Maryland 21227. This Notice was mailed on February 15, 1983, said date being not earlier than twenty (20) days and not later than five (5) days before the actual date of the sale. Receipt of the notification of the sale was acknowledged by the Mortgagor, Charles Wendling, in a telephone call to the office of the Affiant within a week of February 15, 1983.

March 9, 1983  
DATE

Ronald J. Kearns  
RONALD J. KEARNS  
Trustee

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CLERK, CIRCUIT COURT  
1983 MAR 16 AM 9:52  
QUEEN ANNE'S COUNTY

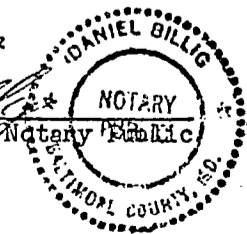
RONALD J. KEARNS  
ATTORNEY AT LAW  
1780 EASTERN BOULEVARD  
BALTIMORE, MD. 21221  
TELEPHONE 686-8585

STATE OF MARYLAND QUEEN ANNE'S COUNTY, Sect.:

I HEREBY CERTIFY, That on this 4th day of March,  
19 83, before me, the subscriber, a Notary Public of the State of  
Maryland, in and for BALTIMORE COUNTY AFORESAID,  
personally appeared John Worth, Pres. A-1 Quality, Inc.  
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-  
courage anyone from bidding for the said Lots Nos. 4 and 6, Block L, Section 2, Kent  
Island Estates--Liber T.S.P. No. 50, folio 304  
mentioned in the said Report of Sale.

John Worth for A-1 Quality  
Purchaser

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1983 MAR 16 AM 9:51  
QUEEN ANNE'S COUNTY



Stocks, Bonds,  
Real Estate  
Household Effects,  
Automobiles,  
Appraisers, Etc.

# A. J. BILLIG & COMPANY General Auctioneers

16 EAST FAYETTE STREET

BALTIMORE, MD. 21202, \_\_\_\_\_ March 4, 19 83

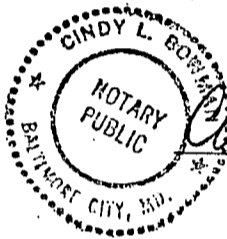
We, A. J. BILLIG & CO., duly licensed Auctioneers, do hereby certify to the effect that we have not paid and will not pay, directly or indirectly, anything for employing us to make said sale and that no payments have been made or will be made in connection with such sale, except those set forth in detail in said statement.

SUBSCRIBED TO AND SWORN TO.

A. J. BILLIG & CO.

BY *David Billig*

RECORDED  
CLERK CHAS. J. J. H.  
1983 MAR 16 AM 9:51  
QUEEN ANNE'S COUNTY



*Cindy L. Bowman*  
Notary Public

Centreville, Md. 3/2 19 83

## We Hereby Certify

That the annexed advertisement of  
Case No. 7279

was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 4th day of March 19 83.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 16th day of  
Feb. 19 83, and the last  
insertion on the 2nd day of  
March 19 83.

Publishers, Record Observer

Per

*[Signature]*  
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QUEEN ANNE'S COUNTY

Ronald J. Kearns, Solicitor  
1760 Eastern Boulevard  
Baltimore, Maryland, 21221

## Trustee's Sale

2 - VALUABLE, CONTIGUOUS  
UNIMPROVED LOTS  
KNOWN AS

LOTS 4 & 6, BLOCK L, SECTION 2  
"KENT ISLAND ESTATES"

SALE ON PREMISES

WEST SIDE - MARYLAND ROUTE 8  
APPROX. 50-FT. SOUTH OF  
HARFORD ROAD

Stevensville, Queen Anne's County, MD

### Friday, March 4, 1983

AT 12 NOON

By virtue of a Decree of the Circuit Court of Queen Anne's County, in Equity, passed in the matter of George William DeHaven vs. Charles A. Wendling and Louella L. Wendling (Decree for Sale of Mortgage Premises), Case No. 7279, the undersigned Trustee will sell at Public Auction, the following:

All those fee simple lots of ground, 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 LOTS NOS. 4 and 6, Block L, Section 2, Kent Island Estates, as shown on a plat entitled "Revised Plat of Parts of Blocks A-P-E-D-F-N-R-M-L-K-G-H and J of the Second Section of Kent Island Estates" by Purdum and Jeschke, engineers and land surveyors, dated the 31st day of December, 1958, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 50, folio 304.

The lots are unimproved and contiguous. Lot 4 fronts 50.01 feet, more or less, on Maryland Route 8, with depths of 149.51-feet, more or less. Lot 6 is situated adjacent and south of Lot 4, and fronts 50.02 feet, more or less, on Maryland Route 8, with depths of 149.51 feet, more or less. PLAT IS AVAILABLE AT THE OFFICES OF THE AUCTIONEERS.

MANNER OF SALE WILL BE ANNOUNCED ON PREMISES.

TERMS OF SALE: A cash deposit or certified or cashier's check of \$1,000, on each lot, 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.

Ronald J. Kearns, Trustee  
A. J. BILLIG & CO., AUCTIONEERS  
16 E. Fayette Street, Baltimore, MD 21202  
(301) 752-8440

RO-2-16-31-025

B-123-1M-12-80.

REPORT OF SALE

GEORGE WILLIAM DeHAVEN

VS.

CHARLES A. WENDLING and  
LOUELLA L.

—IN THE—

CIRCUIT COURT

—FOR—

QUEEN ANNE'S COUNTY

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR Queen Anne's COUNTY:

The Report of Sale of Ronald J. Kearns,

Trustee appointed by the decree in the above entitled cause to make sale of Lots 4 and 6, Block L, Section 2, Kent Island Estates

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

Queen Anne's newspaper, published in County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on the 4th day of March, 19 83, at 12:00 o'clock, Noon attend on the premises and then and there sold the above described lots of ground at and for the sum of Seven Thousand One Hundred Dollars (\$7,100.00).

RECEIVED  
CLERK, CIRCUIT COURT

1983 MAR 22 AM 9:32

QUEEN ANNE'S COUNTY RONALD J. KEARNS

Trustee.

State of Maryland, County of Baltimore, Sct.

I Hereby Certify, that on this 18 day of March, 19 83 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Ronald J. Kearns 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.





ORDER NISI ON SALE

GEORGE WILLIAM DeHAVEN

vs.

CHARLES A. WENDLING, et al.

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

Cause No. 7279

ORDERED, this 22nd day of March, 1983, that  
the sale of the real property, made and reported in this cause by  
Ronald J. Kearns, Trustee, be ratified and confirmed,  
on or after the 22nd day of April, 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 15th day of April, 1983.

The report states the amount of sales to be \$ 7,100.00.

*Marguerite St. Menkin* Clerk

Filed March 22, 1983

Centreville, Md. 4/13 19 83

**We Hereby Certify**

That the annexed advertisement of  
Nisi - Wendling - Cause # 7279  
 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 April 19 83  
 And that the first insertion of said ad-  
 vertisement in the said RECORD  
 OBSERVER was on the 30th day of  
March 19 83, and the last  
 insertion on the 13th day of  
April 19 83

ORDER NISI  
 ON SALE  
 GEORGE WILLIAM  
 De-HAVEN

vs.  
 CHARLES A. WENDLING,  
 et al.  
 In the Circuit Court  
 for  
 Queen Anne's County  
 In Equity  
 Cause No. 7279

ORDERED, this 22nd  
 day of March, 1983, that  
 the sale of the real prop-  
 erty, made and reported  
 in this cause by Ronald J.  
 Kearns, Trustee, be ratified  
 and confirmed, on or after  
 the 22nd day of April,  
 1983, 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 15th day of April, 1983.

The report states the  
 amount of sales to be  
 \$7,100.00

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

Filed March 22, 1983  
 RO-3-30-31-056

RECEIVED  
 Publishers, Record Observer  
 Per [Signature] 1983 MAR 25 PM 4: 20  
 QUEEN ANNE'S COUNTY

REPORT OF SALE

GEORGE WILLIAM DeHAVEN

VS.

CHARLES A. WENDLING and  
LOUELLA L. WENDLING

-IN THE-

CIRCUIT COURT

-FOR-

QUEEN ANNE'S COUNTY  
*Equity # 7279/one*

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR BALTIMORE COUNTY:

The Report of Sale of Ronald J. Kearns,  
Trustee appointed by the decree in the above entitled cause to make sale of  
Lots 4 and 6, Block L, Section 2, Kent Island Estates

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

Queen Anne's  
newspaper, published in County, for  
more than three successive weeks preceding the day of sale, said Trustee did pursuant  
to said notice on the 4th day of March, 1983,  
at 12:00 Noon o'clock, did attend on the premises and then and there sold  
the above described lots of ground at and for the sum of Seven  
Thousand One Hundred Dollars (\$7,100.00) to A-1 Quality, Inc.,  
P.O. Box 11649, Baltimore, Maryland 21229.

RECEIVED  
CLERK OF CIRCUIT COURT

1983 MAY 31 AM 10:57

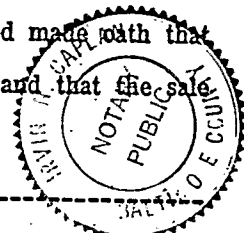
QUEEN ANNE'S COUNTY RONALD J. KEARNS

Trustee.

*Ronald J. Kearns*

State of Maryland, County of Baltimore, Sct.

I Hereby Certify, that on this 27 day of May, 1983.  
before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of  
Baltimore aforesaid, personally appeared Ronald J. Kearns 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.



*J. Z. Cooper*  
Exp. 7/7/88

GEORGE WILLIAM DeHAVEN

Plaintiff

vs.

CHARLES A. WENDLING and  
LOUELLA L. WENDLING

Defendants

\*  
\*  
\*  
\*  
\*

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S

COUNTY IN EQUITY

CAUSE NO. 7279

\*\*\*\*\*

WAIVER OF RIGHT TO FILE EXCEPTIONS

WHEREAS, by Decree of the Circuit Court for Queen Anne's County in Equity, property designated as Lots 4 and 6, Block L, Section 2, of Kent Island Estates was sold at public sale to the undersigned and,

WHEREAS, a Report of Sale was filed in the above captioned case, which said Report neglected to specify the purchaser of the aforementioned property, and

WHEREAS, the Certificate of Publication of the Report of Sale having been duly filed in this case, no exceptions to the Report having been noted;

NOW THEREFORE, the undersigned hereby waives any right to file exceptions to the Report of Sale which he may have and the undersigned further agrees to the final ratification of the Sale.

RECEIVED  
CLERK, CIRCUIT COURT  
1983 JUN -8 AM 10:22  
QUEEN ANNE'S COUNTY

*A-1 Quality by John Warth*  
A-1 QUALITY, INC. *John Warth*  
BY: JOHN I. WARTH, PRESIDENT

RONALD J. KEARNS  
ATTORNEY AT LAW  
1760 EASTERN BOULEVARD  
BALTIMORE, MD. 21221  
TELEPHONE 686-8585

GEORGE WILLIAM DeHAVEN

Plaintiff

vs.

CHARLES A. WENDLING and  
LOUELLA L. WENDLING

Defendants

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\*  
\* CAUSE NO. 7279

\*\*\*\*\*

ORDER OF RATIFICATION

ORDERED, by the Circuit Court of Queen Anne's County  
in Equity this 10<sup>th</sup> day of June, 1983, that the sale  
made by Ronald J. Kearns, Trustee appointed for the sale of the  
real estate described in the proceedings in the above entitled  
case, and reported by the said Trustee to this Honorable Court  
on the 22nd day of April, 1983, be and the same is hereby  
ratified and confirmed, no cause to the contrary having been shown,  
although due notice appears to have been given as required by the  
Order Nisi passed in the said cause, and that the said Trustee  
appointed be allowed the usual commissions and all proper expenses  
for which he shall produce vouchers to the auditor.

RECEIVED  
CLERK OF COURT  
1983 JUN 10 AM 10:55  
QUEEN ANNE'S COUNTY

*Clayton C. Carter*  
JUDGE

RONALD J. KEARNS  
ATTORNEY AT LAW  
1760 EASTERN BOULEVARD  
BALTIMORE, MD. 21221  
TELEPHONE 686-8585

15 JUN 1983

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

GEORGE WILLIAM DEHAVEN :  
 :  
 :  
 v. : Chancery #7279  
 CHARLES A. WENDLING and :  
 LOUELLA L. WENDLING :  
 :  
 :  
 : : : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		\$ 7,100.00	
Interest on \$ 5,100.00 at 12%			
from 03/04/83 to 06/02/83			
90 days @ \$ 1.677 per day		150.93 *	
Real property taxes \$ 63.15			
from 03/04 to 06/30/83			
118 days at \$ 0.173		<u>20.41 *</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 7,271.34
COMMISSIONS, payable to Fiduciary	\$ 505.00		
EXPENSES OF SALE			
Court costs	\$ 153.50		
Advertising			
Notices of sale			
Record-Observer	184.80		
Sunpapers	509.31		
Direct mail	28.33		
Report of sale	50.83		
Bond premium	35.00		
Auctioneer's fee (maximum)	25.00		
Tax sale redemption	316.55		
Notary fee	<u>1.00</u>	1,304.32	
AUDITOR'S FEE AND COSTS			
Fee for audit, per order	\$ 45.00		
Postage & copies	<u>1.36</u>	<u>46.36</u>	<u>1,855.68-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 5,415.66
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal, per Statement of Debt	\$ 5,165.01-		
Interest on principal at 11%			
07/28/82 to 05/03/83 279 days at \$1.578		<u>440.26-</u>	\$ 5,605.27-
AVAILABLE FOR DISTRIBUTION TO MORTGAGEE, as above			<u>5,415.66</u>
DEFICIT			\$ 189.61-

\* as properly computed

CLERK OF COURT  
 1983 AUG -9 PM 2:12  
 QUEEN ANNE'S COUNTY

NOTICE

The attached Account was filed on the <sup>9<sup>th</sup></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 #7279. 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.

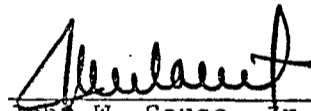
I further certify that on the <sup>9<sup>th</sup></sup> day of August, 1983, copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 595 g and Second Circuit Rule 12 d were mailed to the following:

George William DeHaven  
9751 Bird River Road  
Baltimore, Maryland 21220

Charles A. Wendling  
738 Fifth Avenue  
Baltimore, Maryland 21227

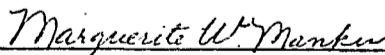
Louella L. Wendling  
738 Fifth Avenue  
Baltimore, Maryland 21227

Ronald J. Kearns, Esquire  
1760 Eastern Boulevard  
Baltimore, Maryland 21221

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

NISI RATIFICATION OF AUDIT

ORDERED this <sup>9<sup>th</sup></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 <sup>25<sup>th</sup></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.

  
\_\_\_\_\_  
Marguerite W. Mankin Clerk

Filed: Aug. 9, 1983

GEORGE WILLIAM DeHAVEN \* IN THE CIRCUIT COURT  
 \* FOR QUEEN ANNE'S COUNTY  
 \* IN EQUITY  
 vs. \* No. 7279  
 \*  
CHARLES A. WENDLING, et al. \*  
 \*

FINAL RATIFICATION OF AUDIT

ORDERED this 8th day of September, 19 83,  
 by the Court that the account of the Auditor is finally ratified and  
 confirmed, and Ronald J. Kearns, Trustee, ~~XXXXXXXXXXXX~~,  
 is directed to apply the proceeds accordingly, with a due proportion of  
 interest as the same has been or may be received.

Margaret H. McKin Clerk

Filed September 8, 1983



ROBERT F. VAVRINA,  
ATTORNEY NAMED IN MORTGAGE

VS,

JAMES M. MOORE

\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY 7055  
\*

FEB -8-82 \* 2 716 \*\*\*\*\*70.00  
FEB -8-82 A 32 716 \*\*\*\*\*10.00  
FEB -8-82 A 32 715 \*\*\*\*\*60.00

Mr. Clerk:

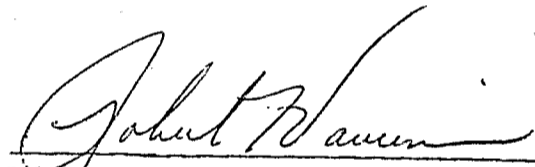
Please docket the above entitled foreclosure case and file among the papers  
the following instrument marked "Plaintiff's Exhibit 'A'".

1. Original Mortgage from James M. Moore

to Baltimore Federal Savings and Loan Association,

dated February 27, 1981  
Records of Queen Anne's County  
Liber MWM 173

and recorded among the Land  
in  
folio 167.

  
Robert F. Vavrina  
Attorney Named in Mortgage

CALLAHAN, CALWELL & LAUDERMAN

BY:   
Robert F. Vavrina

Attorneys for Plaintiff

210 E. Redwood Street  
Baltimore, Maryland 21202  
(301) 539-6841

INDIVIDUAL & CORPORATE

FILE NO. 95543

City and County Form — Construction

6783

This Mortgage, made this 27<sup>th</sup> day of February, in the year one thousand, nine hundred and eighty one, between James M. Moore

of the State of Maryland, Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee:

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of Sixty Three Thousand Seven Hundred Fifty and 00/100 (\$63,750.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest only at the rate of 14.000% per annum from the dates and on the amounts as disbursed per the Building Loan Agreement of even date herewith in connection with said loan for the period of construction not to exceed 17 months and 2 days payable monthly commencing on the first day of April, 1981, and thereafter at the rate of 14.000% per annum in the manner following:

By the payment of Eight Hundred Forty Nine and 00/100 (\$849.00) Dollars, commencing on the first day of September, 1982, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum;

The due execution of this mortgage having been a condition precedent to the granting of said advance;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant convey and assign unto the said Mortgagee all the lot(s) of ground situate and lying in the 4th Election District County of Queen Anne's

in said State, and described as follows:

on Congressional Drive, Kent Island BEING KNOWN AND DESIGNATED as Lots 13 and 14, Block Q, as shown on the Plat entitled, "Plat 1, Queen Anne Colony, Kent Island, Queen Anne's County, Maryland", which Plat is recorded among the Land Records of Queen Anne's County in Book TSP No. 59, Page 251, and as also shown on a Plat entitled "Revised Plat 1, Queen Anne Colony, Kent Island, Queen Anne's County, Maryland", which Plat is recorded among the aforesaid Land Records in Book TSP No. 67, page 391, and in Plat Book TSP No. 1, Page 91.

Being the same property described in a Deed dated of even date and recorded among the Land Records of the aforesaid County prior hereto from Nancy Mach and Jean Bowling

RECORDED  
CLERK, C.P.  
1981 MAR -6 PM 12:40  
QUEEN ANNE'S COUNTY

105-027-15  
105-027-15  
105-027-15

Mortgagor hereby agrees that any default in the terms set forth in either this mortgage or in any prior or subsequent duly recorded mortgage to the Mortgagee secured by the same property or any part thereof shall constitute a default in all of said mortgages. The Mortgagee may at any time thereafter declare the entire indebtedness due under said mortgages to be immediately due and payable, and Mortgagee may thereupon exercise any and all rights and remedies afforded in the event of default in any of said mortgages, and it is agreed that the Mortgagee may enforce any remedy it has under any of said mortgages simultaneously or in the order the Mortgagee shall determine in its sole and absolute discretion.

It is expressly agreed and understood that any default under the terms of the Building Loan Agreement of even date herewith, in connection with the herein mortgage loan, shall, at the option of the Mortgagee, render this mortgage in default.

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 349 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1972 or any supplement, amendment, or addition thereto.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee.

Said property being 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 shall make or cause to be made the payments as agreed and perform and comply with the covenants and conditions herein mentioned on his part to be done, then this mortgage shall be void.

And the said Mortgagor covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, to the extent necessary to protect its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee; and in case of failure of the Mortgagor so to do, the Mortgagee may do so and the amount paid to accomplish this purpose shall then be added to the principal debt herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the Mortgagee only; the Mortgagor hereby waiving all right to the possession of said payment until (a) the Mortgagee's claim under this mortgage has been fully paid and satisfied or (b) the Mortgagor has restored the premises to their condition prior to the casualty loss, which restoration must be promptly and diligently accomplished. The insurance proceeds shall at no time constitute a fund to which the Mortgagor can look for the payment of any regular monthly installment, whether overdue or current or future; the monthly payments required hereunder shall continue to be due and payable by the Mortgagor even though the Mortgagee is holding insurance proceeds. In the event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or Grantee. (3) to pay all ground rent, taxes, water rent, insurance, mortgage guaranty insurance (if applicable), public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; and for the purpose of establishing a fund to assure said payments, the Mortgagor, in addition to the monthly payment of principal and interest payable under the terms of this mortgage, shall pay to the Mortgagee, on the first day of each month until the entire indebtedness is fully paid, one-twelfth of the yearly aggregate of such items (as estimated by the Mortgagee). The fund so established shall be held by the Mortgagee in trust solely for the purposes indicated; the fund may be commingled with other funds of the Mortgagee and shall not earn any dividends or interest for the Mortgagor. In the event the Mortgagor fails to provide sufficient funds to pay said expenses, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish and maintain the fund for the payment of the expenses above referred to shall, at the option of the Mortgagee, constitute a default of this mortgage, for which foreclosure may be filed. (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the

Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable, and the mortgage subject to foreclosure. (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the covenants or conditions hereof for thirty days; (8) to pay a late charge of ten percent (10%) of the total amount of any delinquent or late periodic installment of interest or interest and principal or of interest and principal plus expense account payment, which is received at the office of Mortgagee more than (15) calendar days after the due date thereof; (9) this loan may be prepaid in whole or in an amount not less than the ensuing installment of principal; but after the construction term and during the permanent term, should the aggregate amount of prepayment in any one year exceed 20% of the original loan amount, six months interest will be charged on such amount that is in excess of 20%; (10) to pay to the attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the costs and expenses incident to the preparation and recording of a release of this mortgage.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor may retain possession of the hereby mortgaged property.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, or Robert F. Vavrina or James D. Laudeman, Jr., its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby 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 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 \$2,000.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, under this mortgage whether the same shall have matured or not including interest thereon until final ratification of the auditor's account; (3) the surplus (if any there be), to the said Mortgagor, or to whomever may be entitled to the same. Should the property described herein be advertised for sale hereunder and not sold, the Mortgagor shall pay, each and every time such event may occur, the following expenses and charges: (a) the expenses and costs incident to such sale to date, including the fee provided herein; and (b) one-half of the commission as herein provided computed on the amount of the debt hereby secured.

The said Mortgagor covenants that he will warrant specially the property hereby mortgaged, and that he will execute such further assurances as may be requisite.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. The covenants herein contained shall bind, and the benefits and advantages herein recited shall enure to the respective heirs, executors, personal representatives, successors and assigns of the parties hereto.

The Mortgagor by execution of this instrument certifies that prior to such execution he has received a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS the corporate seal of the said Mortgagor and the signature of its vice president.

*James M. Moore* (SEAL)  
James M. Moore

..... (SEAL)

..... (SEAL)

..... (SEAL)

STATE OF MARYLAND, *Baltimore City*

On this *27<sup>th</sup>* day of *Feb* February, 19 *81*, before me,


a Notary Public of said State, personally appeared.....

James M. Moore

known to me (or satisfactorily proven), to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained, as the duly authorized vice president of said corporation by signing the name of the corporation by himself as vice president.

On the same day also personally appeared *James D. Laudeman, Jr.* Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, that the amount of said mortgage loan has been paid over and disbursed pursuant hereto by the Mortgagee to either the Mortgagor or the settling Attorneys, or their respective agent, prior to the final and complete execution and delivery by the Borrower of this mortgage, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

As WITNESS my hand and Notarial Seal.

*Patrick A. Naughton*  
Notary Public.  
PATRICK A. NAUGHTON  


My commission expires *7/1/82*

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly submitted to practice before the Court of Appeals of Maryland.

*Patrick A. Naughton*  
Attorney  
PATRICK A. NAUGHTON

# 6793-001

ROBERT F. VAVRINA,  
ATTORNEY NAMED IN MORTGAGE

VS.

JAMES M. MOORE

\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY 7055  
\*

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, personally appeared Curtis A. Cadarette, Vice President of Baltimore Federal Savings and Loan Association, and made oath in due form of law, that to the best of his/her information, knowledge and belief -

- (1) Said Defendant(s) is/are not in the Military Service of the United States of America,
- (2) Said Defendant(s) is/are not in the Military Service of any Nation allied with the United States of America,
- (3) Said Defendant(s) has/have not been ordered to report for induction under the Selective Training and Service Act,
- (4) Said Defendant(s) is/are not a member(s) of the Enlisted Reserve Corps who has/have been ordered to report for Military Service.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

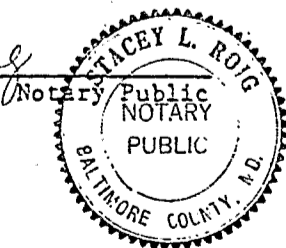
BY: Curtis A. Cadarette  
Curtis A. Cadarette, Vice President

Affiant

Subscribed and sworn to before me this

28th day of January, 1982.

Stacey L. Roig  
STACEY L. ROIG



ROBERT F. VAVRINA, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
VS.	*	FOR
JAMES M. MOORE	*	QUEEN ANNE'S COUNTY.
	*	IN EQUITY 7055

STATEMENT OF MORTGAGE DEBT

Statement of mortgage claim of Baltimore Federal Savings and Loan Association,  
under the Mortgage from James M. Moore  
to Baltimore Federal Savings and Loan Association  
dated the 27th day of February, 19 81, and recorded among  
the Land Records of Queen Anne's County in Liber  
MWM No. 173 folio 167.

Amount of Mortgage	\$63,750.00
Less - amount applied to principal from undisbursed trust funds	<u>28,800.00</u>
	34,950.00
Plus - interest from 10/1/81 thru 1/28/82	<u>1,462.65</u>
	36,412.65

Interest per diem \$13.41

STATE OF MARYLAND, CITY XXXCOUNTY OF BALTIMORE  
TO WIT:

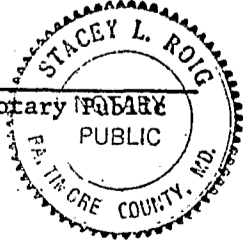
I HEREBY CERTIFY, that on this 28th day of January 19 82, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Curtis A. Cadarette, Vice President of Baltimore Federal Savings and Loan Association,

holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

*Stacey L. Roig*  


---

STACEY L. ROIG Notary Public  


**FIREMAN'S FUND  
INSURANCE COMPANIES**

FIREMAN'S FUND INSURANCE COMPANY  
THE AMERICAN INSURANCE COMPANY  
NATIONAL SURETY CORPORATION  
ASSOCIATED INDEMNITY CORPORATION  
AMERICAN AUTOMOBILE INSURANCE COMPANY

Bind No. ....

Attorney Named In Mortgage  
~~MORTGAGE DEED OF TRUST BOND~~

17055

KNOW ALL MEN BY THESE PRESENTS, THAT we, Robert F. Vavrina,  
210 East Redwood Street, 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 Forty-Four Thousand and 00/100ths

(\$ 44,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment  
well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, ad-  
ministrators, successors or assigns, jointly and severally, firmly by these presents, sealed with our seals and  
dated this 11th day of March, in the year of our Lord 1983.

WHEREAS, the above bounden Robert F. Vavrina, Attorney Named In Mortgage,

by virtue of the power contained in a mortgage - deed of trust from James M. Moore  
to Baltimore Federal Savings and Loan Association  
bearing date the 27th day of February, 1981,  
and recorded among the Land Records of Queen Anne's County  
in Liber No. MWM 173, Folio 167 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden  
Robert F. Vavrina

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  
Robert F. Vavrina

has hereunto set his hand and seal and the said body corporate has caused these  
presents to be duly signed by its duly authorized agent and attorney-in-fact, the day and year first herein above  
written.

Signed, sealed and delivered  
in the presence of

Janice MacDonald  
Janice MacDonald, Witness as to  
Principal

Robert Vavrina (SEAL)  
Robert F. Vavrina

CERTIFIED COPY OF  
POWER OF ATTORNEY  
ATTACHED

As to Surety

Cynthia M. Rehr  
Cynthia M. Rehr

360404-11-67

*certified copy and bond filed 3/10/83*

LIRFB

Fireman's Fund Insurance Company

NAME OF COMPANY

by Rose B. Faulhaber  
Attorney-in-fact  
Rose B. Faulhaber



3 pgs. 309

LINER

16 PAGE 115

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

THIS IS TO CERTIFY, that the aforeging was tuly taken and copied from Liber MWM No. 3, Folio 309, 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 April, 1983.

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



ROBERT F. VAVRINA,  
ATTORNEY NAMED IN MORTGAGE

VS.

JAMES M. MOORE

\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY # 7055  
\*

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Robert F. Vavrina, Attorney Named in Mortgage, dated February 27, 1981, and recorded among the Land Records of Queen Anne's County, in Liber MWM 173, folio 167, from the Defendant(s) herein to Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in Record-Observer, a weekly newspaper published in Queen Anne's County, for three successive weeks preceeding the day of sale, Robert F. Vavrina, Attorney Named in Mortgage, under and by virtue of the power and authority contained in said Mortgage, (after default having occurred thereunder) did, pursuant to said notice, on Monday, March 21, 1983 at 3:00 o'clock P.M., attend ~~XXXXXX~~ ~~XXXXXXXXXX~~ on the premises, and then and there sold the fee simple ~~XXXXXXXXXX~~ property situate, lying and being in Queen Anne's County, Maryland, known as Lots 13 and 14, Congressional Drive;

RECEIVED  
CLERK, CIRCUIT COURT  
1983 APR -8 AM 10:52  
QUEEN ANNE'S COUNTY

-2-

more particularly and at length described in the aforementioned Mortgage, and in the attached copy of advertisement of sale.

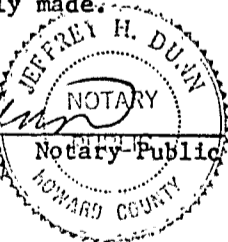
The property was sold to Baltimore Federal Savings and Loan Association  
 in fee simple, ~~XX~~ XX  
 at and for the sum of Thirty-Nine Thousand and 00/100ths  
 Dollars (\$ 39,000.00   ), said purchaser(s) being then and there the  
 highest bidder.

*Robert F. Vavrina*  
 \_\_\_\_\_  
 Robert F. Vavrina,  
 Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 22nd day of March  
 1983 , before me, the subscriber, a Notary Public of the State of Maryland,  
 personally appeared Robert F. Vavrina, Attorney Named in Mortgage, and made oath  
 in due form of law that the facts stated in the 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.

*Jeffrey H. Dunn*  
 \_\_\_\_\_  
 JEFFREY H. DUNN



**CALLAHAN, CALDWELL & LAUDEMAN**

Solicitors

210 E. Redwood Street

Baltimore, Md. 21202

301-539-6841

## Attorney's Sale

OF

VALUABLE, FEE SIMPLE, PARTIALLY IMPROVED, RESIDENTIAL DWELLING, SITUATE ON CONGRESSIONAL DRIVE, QUEEN ANNE'S COLONY, KENT ISLAND, QUEEN ANNE'S COUNTY, MO.

Under and by virtue of the power and authority contained in a Mortgage from James M. Moore to Baltimore Federal Savings and Loan Association dated February 27, 1981, and recorded among the Lend Records of Queen Anne's County in Liber MWM 173, Folio 167, default having occurred thereunder, and at the request of the party secured thereby, the undersigned, Attorney Named in Mortgage, will sell at public auction on the premises, on

**Mon., Mar. 21, 1983**

At 3:00 O'Clock P.M.

all that fee simple property and the improvements thereon, situate in Queen Anne's County, and described as follows:

on Congressional Drive, Kent Island, BEING KNOWN AND DESIGNATED as Lots 13 and 14, Block O, as shown on the Plat entitled, "Plat 1, Queen Anne Colony, Kent Island, Queen Anne's County, Maryland", which Plat is recorded among the Land Records of Queen Anne's County in Book TSP No. 59, Page 251, and as also shown on a Plat entitled "Revised Plat 1, Queen Anne Colony, Kent Island, Queen Anne's County, Maryland", which Plat is recorded among the aforesaid Lend Records in Book TSP No. 67, page 391, and in Plat Book TSP No. 1, Page 91.

Together with all the buildings thereon, and all the rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

Subject to covenants, conditions, restrictions, easements, etc., and utility agreements of record, if any, affecting the property.

The property is improved by a partially completed, detached, 2 story, frame dwelling of contemporary design, planned for foyer, family room, 3 bedrooms, 1 bath, laundry on the first level; and living room, dining room, kitchen, 1 bedroom, and bath on the second level.

The property is being sold in an "AS IS" condition without warranties either express or implied.

**TERMS OF SALE:** A cash, certified or cashier's check deposit of \$4,000.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Queen Anne's County and to bear interest at the rate of ten per cent per annum from date of sale to date of settlement. The purchaser will be required to complete settlement of the purchase within five days of the ratification of the sale by the Court otherwise the property will be resold at the risk and expense of the purchaser. Taxes, public charges and assessments, ground rent and water rent to be adjusted to date of sale. All such taxes, public charges and assessments, payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes, if any, shall be borne by the purchaser.

ROBERT F. VAVRINA

ATTORNEY NAMED IN MORTGAGE

Joseph A. Jackson

Auctioneer

NO 12 31 010

OFF

16 PAGE 119

ROBERT F. VAVRINA,  
ATTORNEY NAMED IN MORTGAGE

VS.

JAMES M. MOORE

\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY # 7055  
\*

AFFIDAVIT OF NOTICE

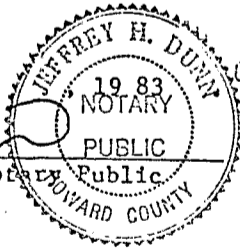
STATE OF MARYLAND, CITY ~~XXXXXXXX~~ OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, personally appeared Robert F. Vavrina, Attorney Named In Mortgage, to make sale of property herein, and made oath in due form of law that he has given notice by certified mail, to the defendant(s), to the present record owner(s), and to the holder(s) of subordinate mortgage(s) or security interest(s) who have given written notice to the secured party in these proceedings at their/his/her/its last known address of the time, place and terms of sale of the property reported herein, in compliance with Rule W74 a 2 (c) of the Maryland Rules of Procedure.

*Robert F. Vavrina*  
Robert F. Vavrina, Attorney Named In Mortgage

Subscribed and sworn to before me,  
this 22nd day of March

*Jeffrey H. Dunn*  
JEFFREY H. DUNN Notary



RECEIVED  
CLERK, CIRCUIT COURT  
1983 APR -8 AM 10:52  
QUEEN ANNE'S COUNTY

ROBERT F. VAVRINA  
ATTORNEY NAMED IN MORTGAGE

VS.

JAMES M. MOORE

\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY # 7055  
\*

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, CITY ~~XXXXXXXX~~ OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 28th day of March, 1983, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared James A. Kane, Assistant Vice President of Baltimore Federal Savings and Loan Association,

who made oath in due form of law that

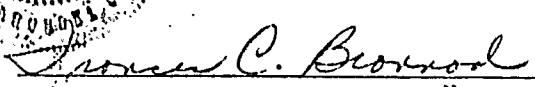
- (1) he is the purchaser at the foreclosure sale in these proceedings,
- (2) he is not acting as agent for anyone,
- (3) there are no others interested as principals,
- (4) he has not directly or indirectly discouraged anyone from bidding for the said property known as Lots 13 & 14, Congressional Drive mentioned in the Report of Sale to be filed in these proceedings.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY:   
James A. Kane, Assistant Vice President



  
Frances C. Brannock Notary Public

Purchaser

RECEIVED  
CLERK, CIRCUIT COURT  
1983 APR -8 AM 10:52  
QUEEN ANNE'S COUNTY

ROBERT F. VAVRINA,  
ATTORNEY NAMED IN MORTGAGE

VS.

JAMES M. MOORE

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

AMENDED  
STATEMENT OF MORTGAGE DEBT

Statement of mortgage claim of Baltimore Federal Savings and Loan Association,  
under the Mortgage from James M. Moore  
to Baltimore Federal Savings and Loan Association,  
dated the 27th day of February, 1981, and recorded among  
the Land Records of Queen Anne's County  
Liber MWM 173 folio 167,

Amount of Mortgage	\$63,750.00
Less - amount applied to principal from undisbursed trust funds	<u>28,800.00</u>
	34,950.00
Plus - interest from <u>10/01/81</u> thru <u>3/21/83</u>	<u>7,083.53</u>
	42,033.53
Less - balance in escrow account	<u>719.50</u>
	\$42,753.03

Interest per diem \$ 13.41

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE  
TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of  
1983, before me, the subscriber, a Notary Public of the State aforesaid,  
personally appeared James A. Kane, Assistant Vice President  
of Baltimore Federal Savings and Loan Association,

holder of the Mortgage in the above entitled cause, and made oath that the  
foregoing is a just and true statement of the amount of the mortgage claim under  
the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

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CLERK OF CIRCUIT COURT  
1983 APR -8 AM 10:52  
QUEEN ANNE'S COUNTY

*Jeffrey H. Dunn*  
JEFFREY H. DUNN  
Notary Public  
ANNAPOLIS, MARYLAND  
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE

ROBERT F. VAVRINA, Attorney  
named in Mortgage

vs.

JAMES M. MOORE

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

Cause No. 7055

ORDERED, this 8th day of April, 1983, that the sale of the real property, made and reported in this cause by Robert F. Vavrina, Attorney named in Mortgage, be ratified and confirmed, on or after the 12th day of May, 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 5th day of May, 1983.

The report states the amount of sales to be \$ 39,000.00.

Marguerite H. Martin Clerk

Filed April 8, 1983

Centreville, Md. 3/16 19 83

**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 21st day of March 19 83.

And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 2nd day of March 19 83, and the last insertion on the 16th day of March 19 83.

Publishers, Record Observer

Per

*[Signature]*

Filed June 3, 1983

CALLAHAN, CALDWELL & LAUDEMAN  
Solicitors  
210 E. Redwood Street  
Baltimore, Md. 21202  
301-533-6841

**Attorney's Sale**

OF VALUABLE, FEE SIMPLE, PARTIALLY IMPROVED, RESIDENTIAL DWELLING, SITUATE ON CONGRESSIONAL DRIVE, QUEEN ANNE'S COLONY, KENT ISLAND, QUEEN ANNE'S COUNTY, MD.

Under and by virtue of the power and authority contained in a Mortgage from James M. Moore to Baltimore Federal Savings and Loan Association dated February 27, 1981, and recorded among the Land Records of Queen Anne's County in Liber MWM 173, Folio 167, default having occurred thereunder, and at the request of the party secured thereby, the undersigned, Attorney Named in Mortgage, will sell at public auction on the premises, on

**Mon., Mar. 21, 1983**

At 3:00 O'Clock P.M.

all that fee simple property and the improvements thereon, situate in Queen Anne's County, and described as follows:

on Congressional Drive, Kent Island, BEING KNOWN AND DESIGNATED as Lots 13 and 14, Block Q, as shown on the Plat entitled, "Plat 1, Queen Anne Colony, Kent Island, Queen Anne's County, Maryland", which Plat is recorded among the Land Records of Queen Anne's County in Book TSP No. 59, Page 251, and as also shown on a Plat entitled "Revised Plat 1, Queen Anno Colony, Kent Island, Queen Anne's County, Maryland", which Plat is recorded among the aforesaid Land Records in Book TSP No. 67, page 391, and in Plat Book TSP No. 1, Page 91.

Together with all the buildings thereon, and all the rights, alleys, weys, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

Subject to covenants, conditions, restrictions, easements, etc., and utility agreements of record, if any, affecting the property.

The property is improved by a partially completed, detached, 2 story, frame dwelling of contemporary design, planned for foyer, family room, 3 bedrooms, 1 bath, laundry on the first level; end living room, dining room, kitchen, 1 bedroom, end bath on the second level.

The property is being sold in an "AS IS" condition without warranties either express or implied.

TERMS OF SALE: A cash, certified or cashier's check deposit of \$4,000.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Queen Anne's County and to bear interest at the rate of ten per cent per annum from date of sale to date of settlement. The purchaser will be required to complete settlement for the purchase within five days of the ratification of the sale by the Court otherwise the property will be resold at the risk and expense of the purchaser. Taxes, public charges and assessments, ground rent and water rent to be adjusted to date of sale. All such taxes, public charges and assessments, payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes, if any, shall be borne by the purchaser.

ROBERT F. VAVRINA

ATTORNEY NAMED IN MORTGAGE

Joseph A. Jackson  
Auctioneer

RO-3-2-3t-010



Centreville, Md. 5/4 19 83

### We Hereby Certify

That the annexed advertisement of  
Nisi - James M. Moore  
Cause No. 7055  
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 May 19 83.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 20th day of  
April 19 83, and the last  
insertion on the 4th day of  
May 19 83.

Publishers, Record Observer

Per

*Betty M. Comegys*

ORDER NISI  
ON SALE  
ROBERT F. VAVRINA,  
Attorney named in  
Mortgage  
vs.  
JAMES M. MOORE  
In the Circuit Court  
for  
Queen Anne's County  
In Equity  
Cause No. 7055

ORDERED, this 8th day  
of April, 1983, that the sale  
of the real property, made  
and reported in this cause  
by Robert F. Vavrina, At-  
torney named in Mortgage,  
be ratified and confirmed,  
on or after the 12th day of  
May, 1983, 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 5th day of May, 1983.

The report states the  
amount of sales to be  
\$39,000.00

Marguerite W. Mankin  
Clerk

True Copy, Test:

Marguerite W. Mankin  
Clerk

By: Betty M. Comegys  
Deputy Clerk

Filed April 8, 1983

RO-4-20-31-027

Filed June 3, 1983

LIBER

16 PAGE 125



ROBERT F. VAVRINA,  
ATTORNEY NAMED IN MORTGAGE

VS.

JAMES M. MOORE

\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY # 7055  
\*

ORDER OF SALE RATIFICATION

ORDERED, By the Circuit Court for Queen Anne's  
County, this 8th day of June, 1983,  
that the sale made by Robert F. Vavrina, Attorney Named In Mortgage,

for the sale of the Real Estate described in the proceedings in the above  
entitled cause, and reported by said Attorney Named In Mortgage  
to this Court, be and the same is hereby finally ratified and confirmed, no  
cause to the contrary having been shown, although due notice appears to have  
been given as required by the Order Nisi passed in said cause, and that the  
said Attorney Named In Mortgage be allowed the usual commissions and all  
proper expenses for which he shall produce vouchers to the Auditor.

RECEIVED  
CLERK OF COURT  
1983 JUN -8 PM 4:31  
QUEEN ANNE'S COUNTY

Clayton C. Carley  
Judge

ROBERT F. VAVRINA,  
ATTORNEY NAMED IN MORTGAGE

VS.

JAMES M. MOORE

\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* #7055

SECOND AMENDED  
STATEMENT OF MORTGAGE DEBT

Statement of mortgage claim of Baltimore Federal Savings and Loan Association,  
under the Mortgage from James M. Moore  
to Baltimore Federal Savings and Loan Association  
dated the 27th day of February, 1981, and recorded among  
the Land Records of Queen Anne's County  
Liber MWM 173 folio 167,

Amount of Mortgage	\$63,750.00
Less - undisbursed trust funds	<u>28,800.00</u>
Plus - interest from 10/1/81 thru 3/21/83	34,950.00
	<u>7,083.53</u>
Plus - overdraft in escrow account	42,033.53
	<u>719.50</u>
	\$42,753.03

Interest per diem - \$13.41

RECORDED  
13 SEP 16 11:05  
QUEEN ANNE'S COUNTY

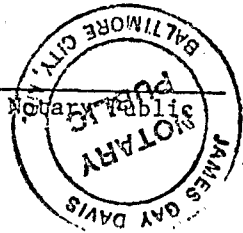
STATE OF MARYLAND, CITY ~~XXXXXX~~ OF BALTIMORE  
TO WIT:

I HEREBY CERTIFY, that on this 28th day of June  
1983, before me, the subscriber, a Notary Public of the State aforesaid,  
personally appeared James A. Kane, Assistant Vice President of Baltimore  
Federal Savings and Loan Association,

holder of the Mortgage in the above entitled cause, and made oath that the  
foregoing is a just and true statement of the amount of the mortgage claim under  
the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

*James G. Davis*  
\_\_\_\_\_  
JAMES GAY DAVIS



IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT F. VAVRINA	:	
Attorney In Mortgage	:	
	:	
v.	:	Chancery #7055
JAMES M. MOORE	:	
	:	
	:	
	:	
	:	

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		\$ 39,000.00	
Interest (see Note A)			
Real property taxes			
Credit for 1981/82 taxes		244.58-	
" for 1982/83 taxes		<u>195.00-</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 38,560.42
COMMISSIONS, payable to Fiduciary		\$ 2,000.00	
ATTORNEY FEE (as charged)		451.50	
EXPENSES OF SALE			
Court costs	\$ 147.50		
Advertising			
Notice of sale	203.28		
Report of sale	50.82		
Bond premium	98.00		
Auctioneer's fee	<u>97.50</u>	597.10	
AUDITOR'S FEE AND COSTS			
Fee for audit,	\$ 45.00		
Postage & copies	<u>1.22</u>	<u>46.22</u>	<u>3,094.82-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 35,465.60
INDEBTEDNESS DUE UNDER MORTGAGE			
Per Statement of Debt filed			
09/16/83			
Principal per Statement of Debt		\$ 34,950.00-	
Interest to 03/21/83		7,083.53-	
Flood insurance		210.00-	
Nationwide Insurance		<u>358.00-</u>	\$ 42,601.53-
NET CREDIT FROM CREDITOR/PURCHASER			
on 03/21/83 (See Note A)			<u>35,465.60</u>
BALANCE OWED BY DEBTOR after credit on 03/21/83			\$ 7,135.93-
INTEREST 03/21/83 to 15/19/83			
60 days @ \$ 2.737			<u>164.22-</u>
DEFICIT			\$ 7,300.15-

Note A: 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.

NOTICE

The attached Account was filed on November 22nd, 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 #7055. 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 22nd, 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 F. Vavrina, Esquire  
210 East Redwood Street  
Baltimore, Maryland 21202

James M. Moore  
607 Osprey Road  
Ocean City, Maryland 21842

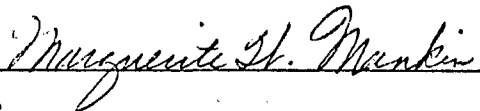


John W. Sause, Jr.  
Auditor

CLERK OF COURT  
1983 NOV 22 AM 8:56  
WELLS FARGO BANK  
WELLS FARGO BANK

NISI RATIFICATION OF AUDIT

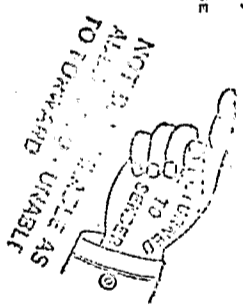
ORDERED this 22nd day of November, 1983, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 8th day of December, 1983, unless cause to the contrary thereof be previously shown; provided notice is given in the manner provided by Maryland Rule 595 g to persons entitled thereto.

 Clerk

Filed: November 22, 1983

The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21617  
CLAYTON C. CARTER, ASSOCIATE JUDGE



NOT DELIVERABLE AS ADDRESSED UNLESS TO FORWARD

MDD 07 022909N1 11/29/83

James M. Moore  
607 Osprey Road  
Ocean City, Maryland 21842

SEARCHED  
SERIALIZED  
INDEXED  
FILED

ROBERT F. VAVRINA  
Attorney named in Mortgage

vs.

JAMES M. MOORE

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7055  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 8th day of December, 1983,  
by the Court that the account of the Auditor is finally ratified and  
confirmed, and Robert F. Vavrina, Attorney, ~~XXXXXXXXXXXXXXXX~~,  
is directed to apply the proceeds accordingly, with a due proportion of  
interest as the same has been or may be received.

Marguerite St. Mankin Clerk

Filed December 8, 1983



GEORGE C. NIER, ASSIGNEE  
P.O. Box 130  
Denton, Maryland 21629  
Plaintiff

:

IN THE CIRCUIT COURT

VS

KURT FREDERICK ROSER  
KAREN SEWARD ROSER  
P.O. Box 228  
Queenstown, Maryland 21666  
Defendants

:

FOR QUEEN ANNE'S COUNTY

:

CHANCERY NO. 7260

ORDER TO DOCKET

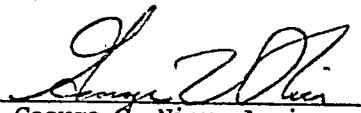
Madam Clerk:

NOV 23-82 \* 21901 \*\*\*\*\*60 00

NOV 23-82 A 921901 \*\*\*\*\*60 00

Please docket the above entitled case and file the following  
instrument marked "Plaintiff's Exhibit A":

Original mortgage from Kurt Frederick Roser and Karen Seward  
Roser, his wife, to The Federal Land Bank of Baltimore, dated August 6,  
1980 and recorded in Liber M.W.M. No. 166, folio 437, a Mortgage Record.  
for Queen Anne's County, Maryland.



George C. Nier, Assignee  
P.O. Box 130  
Denton, Maryland 21629  
Telephone: 479-2112

RECEIVED  
CLERK, CIRCUIT COURT  
1982 NOV 23 PM 3:55  
QUEEN ANNE'S COUNTY

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

MORTGAGE

THIS MORTGAGE, made this 6th day of August 19 80  
between Kurt Frederick Roser and Karen Seward Roser, his wife,

162,913  
162,913 - 162,913  
MORTGAGE SECURITY

AGG-6-80 \* 23701 \*\*\*\*\*27 00  
AGG-6-80 A #23701 \*\*\*\*\*27 00

of the County of Queen Anne's, State of Maryland, hereinafter called "Mortgagor", and  
THE FEDERAL LAND BANK OF BALTIMORE, hereinafter called "Mortgagee".

WITNESSETH: THAT WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of  
Two Hundred Eighty Thousand----- DOLLARS (\$280,000.00 )  
this day lent the Mortgagor by the Mortgagee;

AND WHEREAS, Mortgagor has executed and delivered to Mortgagee his promissory note bearing even date  
herewith, in the amount of

-----Two Hundred Eighty Thousand-----  
DOLLARS (\$ 280,000.00 ) with interest at eleven percent ( 11 %) per  
annum; provided, however, that the Bank may increase said interest rate from time to time by giving to the Mortgagor  
thirty (30) days prior written notice, by ordinary mail, to the last known address of said Mortgagor; said principal and  
interest being payable on a repayment plan, the final installment of which becomes due and paya-  
ble twenty-five years after the date hereof, and provided that defaulted payments shall bear interest at the rate  
of four percent (4%) per annum above the billing rate then in effect, until paid, and to better secure the payment of said  
principal and interest and any extension or renewal thereof, and the payment of all other sums and performance of all  
terms, covenants and conditions required of Mortgagor in accordance with the terms of this mortgage and the note  
secured hereby, this mortgage is executed and delivered.

NOW THEREFORE, in consideration of the premises and of One Dollar (\$1.00) said Mortgagor hereby grants  
and conveys unto said Mortgagee, its successors and assigns, in fee simple, all that certain land situate, lying and being in  
the Fifth Election District, Queen Anne's County, Maryland, and  
more particularly described as follows:

PARCEL NO. 1

ALL of the two following described tracts of land, to wit:

TRACT NO. 1: ALL that lot or parcel of land improved by a frame  
dwelling house and outbuildings, situate on the south side of the State  
Road leading from Wye Mills to Queenstown, bounded on the north by said  
road, bounded on the east by other land formerly of Anthony De Jessa,  
bounded on the south in part by the land formerly of Howard Melvin and in  
part by the land formerly of Thomas B. Marsalis and bounded on the west  
by land formerly of Thomas B. Marsalis and contained within the following  
metes and bounds, courses and distances, according to a survey of the same  
made on the 13th day of May, 1942, by Samuel G. Bye and Son, Surveyors of  
Denton, Maryland, to wit: BEGINNING for the same at a point on the south  
line of said State Road at a sign post standing at the northwest corner of  
said other land formerly of said Anthony De Jessa and running thence with  
and by this land last mentioned, South 34 1/2° West, 1350 feet to a point  
marked by a post driven in the ground on the line of the land formerly  
of Howard Melvin; thence with the last mentioned land, North 66° West, 290  
continued on insert page -A-

Mortgage from Kurt Frederick Roser and wife  
to The Federal Land Bank of Baltimore  
description (continued)

feet to a point marked by a stake driven in the ground on the line of land formerly of Thomas B. Marsalis; thence with the land formerly of the said Thomas B. Marsalis the following four courses, to wit: North 16 3/4° West, 296.8 feet along the line of an old fence and thence North 15° 40' West, 838.5 feet to a point marked by a stone; thence North 41° 48' West, 345.6 feet to a point marked by a corner post of a fence and thence with same land, North 45° 28' East, 767.5 feet to south line of said State Road and a point a corner for the land formerly of said Marsalis on said road; thence by and with the south line of said State Road these four courses, to wit: South 72° East, 190 feet; South 53° East, 500 feet; South 45° East, 400 feet; and thence South 40° East, 300 feet to the point of beginning, containing 37.9 acres of land, more or less.

TRACT NO. 2: ALL that farm or tract of land improved by a frame building containing a dance hall and living quarters, a garage building, etc., called or known as "Forest Lodge" and as "Gertrude E. Roser's Part of Forest Lodge" situate on the south side of the State Road running from Wye Mills to Queenstown, bounded on the north by said State Road, bounded on the east by the farm formerly of Howard Melvin, bounded on the south by the land formerly of Howard Melvin and that formerly of Thomas Marsalis and bounded on the west by that tract of land which is hereinabove described as Tract No. 1, also known as "Forest Lodge" and containing 23 1/2 acres of land, more or less.

SAVING AND EXCEPTING from the above described tracts of land those parts thereof which are described in the sixteen (16) deeds which are recorded among the land records of Queen Anne's County, as follows, to wit:

1. Deed from Fred H. Roser and Gertrude E. Roser to the State Roads Commission of Maryland dated August 24, 1950 and recorded in Liber N.B.W. No. 7, folio 190.
2. Deed from Fred H. Roser to the State Roads Commission of Maryland dated June 3, 1954 and recorded in Liber T.S.P. No. 16, folio 206.
3. Deed from Fred H. Roser, et al., to Benjamin F. Howard, et al., dated April 2, 1955 and recorded in Liber T.S.P. No. 21, folio 229.
4. Deed from Fred H. Roser and wife to Elsie Roser Davis dated September 6, 1960 and recorded in Liber T.S.P. No. 56, folio 531.
5. Deed from Fred H. Roser and wife to Frederick H. Roser, Jr. dated September 6, 1960 and recorded in Liber T.S.P. No. 56, folio 535.
6. Deed from Fred H. Roser and wife to Franklin E. Jewell and wife, dated October 29, 1960 and recorded in Liber T.S.P. No. 57, folio 376.
7. Deed from Fred H. Roser and wife to Elsie Roser Lister dated January 16, 1961 and recorded in Liber T.S.P. No. 59, folio 189.
8. Deed from Fred H. Roser and wife to Harry C. Reynolds, et al., Co-Partners trading as Reynolds and Gannon, dated April 24, 1963 and recorded in Liber T.S.P. No. 72, folio 127.

-A-

Mortgage from Kurt Frederick Roser and wife  
to The Federal Land Bank of Baltimore  
description (continued)

9. Deed from Frederick H. Roser and wife to Frederick H. Roser, Jr. and Kurt Frederick Roser, dated May 13, 1963 and recorded in Liber T.S.P. No. 72, folio 430.

10. Deed from Fred H. Roser and wife to Charles C. Callahan and wife, dated February 12, 1966 and recorded in Liber C.W.C. No. 20, folio 85.

11. Deed from Fred H. Roser and wife to John Robert Lister and wife, dated February 6, 1968 and recorded in Liber C.W.C. No. 33, folio 135.

12. Deed from Fred H. Roser, et al., to Franklin E. Jewell and wife, dated May 25, 1968 and recorded in Liber C.W.C. No. 35, folio 7.

13. Deed from Gertrude E. Roser, widow, to Frederick Roser, Jr. and Kurt F. Roser, Co-Partners trading as Fred Roser and Sons, dated August 31, 1970 and recorded in Liber C.W.C. No. 50, folio 515.

14. Deed from Gertrude E. Roser to George C. Rada dated April 21, 1971 and recorded in Liber C.W.C. No. 54, folio 383.

15. Deed from Gertrude E. Roser, widow, to George C. Lemay and wife, dated May 19, 1973 and recorded in Liber C.W.C. No. 135, folio 500.

16. Deed from Gertrude E. Roser to Kurt F. Roser and wife, dated September 27, 1979 and recorded in Liber M.W.M. No. 157, folio 188.

SAVING AND EXCEPTING also from this conveyance the following described lot or parcel of land, part of the above described Tract No. 2, which is described by metes and bounds, courses and distances, in accordance with the survey thereof made by Watson and Son in May 1980 as follows:

BEGINNING at an iron pipe set in the south right-of-way line of U.S. Route 50 at the intersection of these lands and lands of Bowen; then the following: South 19° 07' 16" West, 475.71 feet with lands of Bowen then lands of Shanks to an iron pipe; thence, North 61° 46' 10" West, 293.06 feet with other Roser lands to an iron pipe; thence, North 28° 13' 50" East, 454.88 feet with other Roser lands to an iron pipe; thence, South 65° 40' 00" East, 218.25 feet with the south right-of-way line of U. S. Route 50 to the place of beginning. Containing 2.717 acres of land, more or less.

BEING the same and all of the land which was conveyed to the Mortgagor by Elsie R. Lister, Personal Representative of the Estate of Gertrude E. Roser, deceased, by deed bearing date the day of 1980, and intended to be recorded among the land records of Queen Anne's County immediately preceding the recording of this Mortgage.

PARCEL NO. 2

ALL that tract or parcel of land, formerly part of Mainbrace Farm, which is particularly described in accordance with the survey plat thereof made by J. R. McCrone, Jr., Inc., in July 1975, which is recorded among said land records in Liber C.W.C. No. 96, folio 444, as follows, to wit:

-B-

Mortgage from Kurt Frederick Roser and wife  
to The Federal Land Bank of Baltimore  
description (continued)

BEGINNING FOR THE SAME at a concrete monument set in the northernmost outline of the lands of Luther Knight (see T.S.P. 60/96), the easternmost right-of-way line of Sportsman Neck Road, a 66 foot wide right-of-way and the southwesternmost corner of the herein described lands. Said beginning point further being located South  $67^{\circ} 41' 10''$  East, 71.57 feet from a concrete monument found in the northwesternmost corner of the aforementioned Knight lands;

THENCE, leaving said beginning point so fixed and binding on the easternmost right-of-way line of the aforementioned Sportsman Neck Road, North  $13^{\circ} 18' 08''$  East, 68.92 feet to a point;

THENCE, still binding with the easternmost right-of-way line of Sportsman Neck Road as shown on a subdivision plat entitled Section "A", Hickory Ridge recorded in the Plat Record Books of Queen Anne's County, Maryland, in Plat Book C.W.C. No. 1, folio 39, North  $28^{\circ} 21' 49''$  East, 459.98 feet to a point of curvature;

THENCE, binding on the arc of a curve to the left 450.66 feet to a point of tangency, said curve having a radius of 482.63 feet and scribed by a chord of North  $01^{\circ} 36' 49''$  East, 434.46 feet;

THENCE, North  $25^{\circ} 08' 11''$  West, 105.73 feet to a point of curvature;

THENCE, binding on the arc of a curve to the right 105.81 feet to a point where the centerline of an existing 9 foot pave intersects the easternmost right-of-way line of Sportsman Neck Road, said curve having a radius of 550.04 feet and scribed by a chord of North  $19^{\circ} 37' 32''$  West, 105.65 feet;

THENCE, binding on the centerline of the aforementioned 9 foot existing pave and the southernmost outline of the Franklin W. Smith, Jr. lot, with the arc of a curve to the left 33.78 feet to a point of tangency, said curve having a radius of 95.53 feet and scribed by a chord of South  $73^{\circ} 53' 02''$  East, 33.59 feet;

THENCE, South  $84^{\circ} 00' 34''$  East, 211.18 feet to a point of curvature;

THENCE, binding on the arc of a curve to the right 71.51 feet to a point, said curve having a radius of 66.97 feet and scribed by a chord of South  $53^{\circ} 25' 10''$  East 68.16 feet;

THENCE, leaving the centerline of the existing pave and still running with the Franklin W. Smith, Jr. lot, North  $28^{\circ} 21' 48''$  East 5.66 feet to a concrete monument found;

THENCE, still continuing on said same course 139.98 feet to a concrete monument found 5 feet on the westerly side of an existing ditch line;

THENCE, running parallel to said ditch and 5 feet on the westerly side thereof, North  $15^{\circ} 47' 06''$  West 93.07 feet to a point;

THENCE, North  $09^{\circ} 51' 57''$  West 113.30 feet to a point;

Mortgage from Kurt Frederick Roser and wife  
to The Federal Land Bank of Baltimore  
description (continued)

THENCE, North 10° 21' 09" West 114.55 feet to a point;

THENCE, North 10° 17' 56" West 29.48 feet to a concrete monument found in the northeasternmost corner of the aforementioned Smith lot;

THENCE, leaving the side of the aforementioned ditch, South 85° 52' 40" West 329.75 feet to a concrete monument found in the easternmost right-of-way line of Sportsman Neck Road;

THENCE, leaving the Smith lot and binding on the aforesaid right-of-way, North 04° 07' 20" West 665.80 feet to a point of curvature;

THENCE, binding on the arc of a curve to the left 215.92 feet to a point of tangency, said curve having a radius of 446.25 feet and scribed by a chord of North 17° 59' 04" West 213.82 feet;

THENCE, North 31° 50' 47" West 82.89 feet to a point of curvature;

THENCE, binding on the arc of a curve to the right 92.77 feet to a point of tangency, said curve having a radius of 101.74 feet and scribed by a chord of North 05° 43' 24" West 89.59 feet;

THENCE, North 20° 24' 00" East 87.35 feet to a concrete monument set;

THENCE, leaving the easternmost right-of-way line of Sportsman Neck Road and running with an existing hedgerow and running for a new line of division through the lands of Wye River Farms, Inc., (see T.S.P. 53/218), South 78° 40' 02" East 1840 feet, more or less, to the mean high water line of a tributary of the Wye East River, passing in transit a concrete monument set 1250.00 feet from the beginning thereof and another concrete monument set 389.04 feet from the last mentioned concrete monument;

THENCE, binding on the mean high water line of the aforementioned tributary and the Wye East River and running in a southerly direction 3780 feet, more or less, to a point at the intersection of the division line of the herein described lands and the aforementioned lands of Luther Knight;

THENCE, leaving the mean high water line of the Wye East River and binding on the northernmost outline of the Knight lands, North 67° 41' 10" West 25 feet, more or less, to a concrete monument found;

THENCE, still continuing on said same course, 1499.00 feet to the place of beginning, containing in all 88.27 acres of land, more or less.

BEING the same and all of the land which was granted to the Mortgagor by Wye River Farms, Inc. by deed dated August 26, 1975 and recorded among said land records in Liber C.W.C. No. 96, folio 445.

TOGETHER with all hereditaments and appurtenances thereto belonging and all improvements thereon and all fixtures and accessories now or hereafter annexed or attached thereto.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of Mortgagee, its successors and assigns forever.

PROVIDED, that if Mortgagor shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by Mortgagor in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth and shall otherwise perform all of the terms, covenants and conditions of this mortgage and the note secured hereby, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

WHEREVER used herein the masculine gender shall include the feminine and neuter and the neuter gender shall include the masculine and feminine and the singular form shall include the plural and all the covenants and agreements of Mortgagor shall extend to and bind his heirs, devisees, successors and assigns.

MORTGAGOR covenants and agrees, jointly and severally, with the Mortgagee as follows:

First: That he warrants specially the property hereby conveyed; that he is seized thereof in fee simple and has a right to convey same; that he has done no act to encumber the same; that he will execute such further assurances thereof as may be requisite;

Second: That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representative and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall at the option of the Mortgagee immediately become due and owing as herein provided;

Third: That he will pay or cause to be paid when due said principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest thereon, and all other sums payable by him in accordance with the terms of this mortgage and the note secured hereby, or any renewals or extensions, and that he hereby expressly waives the benefit of all exemptions, homestead or otherwise, under the laws of this and any other state and agrees to pay the debt without any set-off whatever;

Fourth: That he will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed;

Fifth: That he will keep all improvements now or hereafter located on the premises in good repair; that he will maintain and work the premises hereby conveyed in a good and husbandlike manner; that he will commit no waste and that he will not cut or remove or permit to be cut or removed any wood or timber from said premises except for domestic use without the written consent of the Mortgagee and the Mortgagee shall have the right of injunction or otherwise to prevent the cutting or removal of any wood or timber from said premises irrespective of whether or not the balance of the security is ample to protect the Mortgagee;

Sixth: That he will permit the Mortgagee through its authorized agents to enter upon the mortgaged property at any reasonable time for the purpose of inspecting the order, condition and repair of the buildings, improvements and other collateral located on the premises and herein secured;

Seventh: That he will insure and keep insured buildings and other improvements now or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm or 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. In the event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss to the order of the Mortgagee only, instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option to the reduction of the principal balance of the debt secured hereby without regard to amortization plan or the payment of interest and property expenses, or to the restoration or repair of the damaged property. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee;

Eighth: That if at any time hereafter the said Mortgagee shall become a party to any suit or legal proceedings instituted by any third party involving the title of the land hereby conveyed, or in any way affecting the validity or integrity of the loan hereby secured, it is hereby covenanted and agreed that said Mortgagee shall have the right to employ attorneys to represent it in such suit or other legal proceedings, and to pay such attorneys' reasonable fees for legal services rendered, not in excess of five per centum of the principal of the loan hereby secured, and any sum so paid by the Mortgagee shall become a part of the debt hereby secured and shall be payable on demand; with interest from the date of payment at the rate of four percent (4%) per annum above the billing rate then in effect until paid;

Ninth: That in the event Mortgagor fails to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property herein conveyed, or fails 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 rate of four percent (4%) per annum above the billing rate then in effect, until paid;

Tenth: That notwithstanding any other provisions of this mortgage for payment of insurance premiums, taxes and assessments, Mortgagee may at its option require the same to be paid to Mortgagee in installments. That upon exercise of said option by written notice from Mortgagee, by ordinary mail, and in addition to installment payments on the mortgage debt hereby secured, Mortgagor shall pay to Mortgagee until said debt is fully paid, installments of the taxes and special assessments levied or to be levied against the premises covered by this mortgage, and installments of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies satisfactory to the Mortgagee. These installments shall be equal to the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of installment payments (whether annual, semi-annual, quarterly or monthly) that are to become due on the debt hereby secured before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the premium or premiums and taxes and assessments before the same become delinquent;

Eleventh: That he will use the proceeds of the loan secured hereby solely for the purposes set forth in his application for said loan;

Twelfth: That he hereby assigns to the Mortgagee as additional collateral all royalties or other monies due or to become due from any surface or subsurface rights or for any right or privilege other than for agricultural purposes in any way affecting or pertaining to the property hereby conveyed and all monies which may become due in any condemnation proceedings affecting the said premises and all sums received may be applied, at the option of the Mortgagee, to the discharge of any part or all of the indebtedness hereby secured, whether or not the same be due and payable or, at the option of the Mortgagee, such sums may be returned to the Mortgagor and the Mortgagor will not grant any surface or subsurface rights without the written consent of the Mortgagee;

Thirteenth: That so long as there is no default on the part of Mortgagor in any of the terms, covenants and conditions of this mortgage and the note secured hereby, the Mortgagor shall have the right to the possession and enjoyment of the property hereby conveyed, but upon default in the payment of the whole debt hereby secured or any part thereof as the same shall become due and payable or in the event of a breach of any of the terms, covenants and conditions of this mortgage, or of the note hereby secured, or in the event the Mortgagor should die or file a petition under the Bankruptcy Act or make an assignment for the benefit of creditors or become insolvent or file a petition for an arrangement with creditors, the entire debt secured by this mortgage shall, at the option of the Mortgagee, become immediately due and payable;

Fourteenth: That without affecting the liability of the Mortgagors or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, and without affecting the priority of the lien of this mortgage, Mortgagee may, at any time and from time to time, either before or after the maturity of said indebtedness, and without notice to or the consent of any party hereto or any other party; (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation or subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise or refrain from exercising or waive any right Mortgagee may have; (d) accept additional security of any kind; (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property conveyed hereby without affecting the lien priority of this mortgage on the remainder of the property, for the full amount of any indebtedness unpaid;

Fifteenth: That in the event the Mortgagee, upon default by the Mortgagor, shall take possession of the mortgaged premises as authorized by law, the Mortgagee may operate and manage or lease the same and make any reasonable and proper advances for the operation, maintenance and management of the premises and any sums so advanced shall become part of the debt hereby secured, payable immediately, with interest from the date of payment at the rate of four percent (4%) per annum above the billing rate then in effect, until paid;

Sixteenth: That upon default in the performance of any of the covenants or conditions hereof, the Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged and, upon such default, hereby authorizes the Mortgagee, its successors or assigns, to sell the property described herein and any sale under the said assent to a decree or under the said power of sale, shall be made in accordance with applicable rules of procedure issued by the Court of Appeals of Maryland and the proceeds of such sale shall be applied as follows: FIRST, to the repayment of all expenses incident to the sale, including a fee of at least \$50.00, plus a commission to the person making the sale in an amount equal to the commission allowed to trustees for making sale of real estate by virtue of a decree of a court exercising equity jurisdiction in Maryland; SECOND, to the payment of all indebtedness secured hereby, whether matured or unmatured; and THIRD, any surplus shall be distributed to whomsoever may be legally entitled thereto;

And said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half the percentage allowed as commissions to Trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commissions said Mortgagor does hereby covenant to pay as a part of the indebtedness hereby secured, and said Mortgagee, its successors or assigns, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof unless the same be accompanied by a tender of said expenses, costs and commissions but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses and commissions;

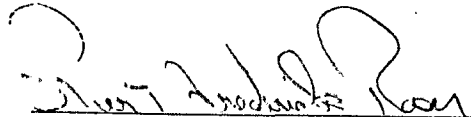
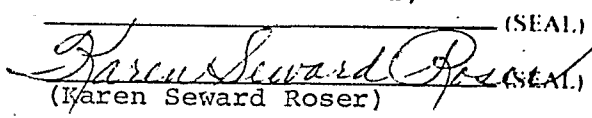
Seventeenth: That in the event said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon at the time the Mortgagee makes its election to call the loan, and all the annual crops pitched or cultivated thereon at the time of sale shall pass with the said mortgaged property to the purchaser at any such sale;

Eighteenth: This Mortgage is subject to the Farm Credit Act of 1971 and all acts amendatory thereof or supplementary thereto.

WITNESS the hand and seal of said Mortgagor.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

 (SEAL.)  
(Kurt Frederick Roser)  
 (SEAL.)  
(Karen Seward Roser)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



LIBER 166 PAGE 144

STATE OF MARYLAND.

COUNTY OF QUEEN ANNE'S To wit:

On this the 6th day of August, 1980, before me the undersigned a Notary Public of the State of Maryland in and for the County of Queen Anne's, personally appeared

Kurt Frederick Roser and Karen Seward Roser, 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 herein contained; and at the same time appeared

L. W. Sellers

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.

Catherine M. Higdon  
Notary Public

My commission expires: July 1, 1982

This Is To Certify that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Howard Wood  
Attorney

Note: Pursuant to Federal Statutes this mortgage is exempt from all taxation.



LIBER 166 PAGE 144

Document No. 110,628

LIBER 190 PAGE 584

LIBER 16 PAGE 142

RECEIVED  
CLERK, CIRCUIT COURT

1982 NOV 23 PM 3:57

QUEEN ANNE'S COUNTY

ASSIGNMENT  
OF DEED OF TRUST OR MORTGAGE

NOV 23-82 \* 21902 \*\*\*\*\*12.00  
NOV 23-82 A #21902 \*\*\*\*\*12.00

FROM Kurt Frederick Roser and Karen Seward Roser, his wife  
(Maker of trust or mortgage)

TO The Federal Land Bank of Baltimore AS RECORDED IN  
(Trustees or mortgagee)

LIBER MM NO. 166 FOLIO 437

MAIL TO Place in Equity No. 7260

ASSIGNMENT OF MORTGAGE FOR FORECLOSURE AND COLLECTION

The Federal Land Bank of Baltimore, a body corporate, does hereby assign to George C. Nier, attorney for the purpose of foreclosure and collection, the mortgage to it from Kurt Frederick Roser and Karen Seward Roser dated August 6, 1980, and recorded among the Land Records of Queen Anne's County, MD in Liber 166, Page 437, together with the note secured by same.

IN WITNESS WHEREOF, the said Federal Land Bank of Baltimore has caused its corporate name to be subscribed hereto by P. Robert Dougherty Sr. Vice President, and its corporate seal to be affixed and attested by Susan P. Rosenberger, its Asst. Secretary, this 8th day of November, 1982.

ATTEST:

Susan P. Rosenberger  
Susan P. Rosenberger  
Asst. Secretary

FEDERAL LAND BANK OF BALTIMORE  
By P. Robert Dougherty  
Sr. Vice President

Loan No. 02199198-1

Queen Anne's County, Maryland

File  
11-9-82

STATEMENT OF MORTGAGE DEBT

Kurt Frederick Roser  
Loan No. 2199198-1  
Assn/Br. 530-1

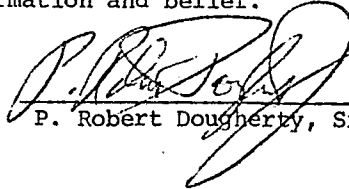
Unmatured balance as of 11/1/82	\$275,931.70
Accrued interest thru 11/7/82	670.67
Delinquencies:	
Monthly installments past due	40,580.15
Miscellaneous items past due	22,025.41
Default interest @ 14.5% thru 11/7/82	<u>6,755.38</u>
TOTAL DEBT AS OF 11/8/82	\$345,963.31

Plus per diem interest of \$121.02584  
for each day thereafter

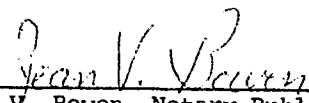
STATE OF MARYLAND

COUNTY OF BALTIMORE, SS:

Before me, Jean V. Bowen, a Notary Public of the State of Maryland, personally appeared P. Robert Dougherty, known to me to be the Sr. Vice President of the Federal Land Bank of Baltimore who being duly sworn, states under oath that he has knowledge that the foregoing amounts of indebtedness are true and correct and represent the sums due under the terms of the mortgage and note to the best of his knowledge, information and belief.

  
P. Robert Dougherty, Sr. Vice President

Sworn and subscribed to me  
before me this 9th day of  
November, 1982.

  
Jean V. Bowen, Notary Public  
Baltimore, Maryland  
My commission expires July 1, 1986.

RECEIVED  
CLERK, CIRCUIT COURT  
1982 NOV 23 PM 3:59  
QUEEN ANNE'S COUNTY

GEORGE C. NIER, ASSIGNEE  
Plaintiff

IN THE CIRCUIT COURT

VS

FOR QUEEN ANNE'S COUNTY

KURT FREDERICK ROSER  
KAREN SEWARD ROSER

Defendants

CHANCERY NO. 7260

NON-MILITARY SERVICE AFFIDAVIT

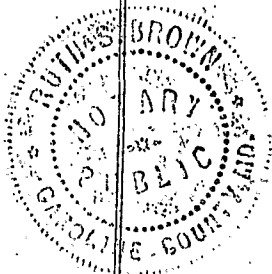
STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16<sup>th</sup> day of November, 1982, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Philip G. Yost, Associate Manager of The Federal Land Bank of Baltimore, 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:

- (a) Said Defendants are not in the Military Service of the United States of America.
- (b) Said Defendants are not in the Military Service of any Nation allied with the United States of America.
- (c) Said Defendants have not been ordered to report for induction under the Selective Training and Service Act.
- (d) Said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for Military Service.

*Ruth S. Brown*  
Notary Public

My Commission Expires: July 1, 1986



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QUEEN ANNE'S COUNTY

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

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY STATE OF MARYLAND

GEORGE C. NIER, ASSIGNEE

VS

KURT FREDERICK ROSER  
KAREN SEWARD ROSER

BOND OF George C. Nier  
To SELL Real Estate

CHANCERY NO. 7260

KNOW ALL MEN BY THESE PRESENTS: That we,

GEORGE C. NIER, ASSIGNEE

as Principal,

and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of THREE HUNDRED FIFTY FIVE THOUSAND Dollars (\$ 355,000.00 ), 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 14th day of January, in the year of our Lord, nineteen hundred and eighty-three.

WHEREAS, the above bounden GEORGE C. NIER, ASSIGNEE

from Kurt Frederick Roser & Karen Seward Roser, his wife, to The Federal Land Bank of Baltimore by virtue of the power contained in a mortgage bearing date the 6th day of August, 1980 and recorded among the Land Records of Queen Anne's County, Maryland in Liber M.W.M. No. 166 Folio 437 and

GEORGE C. NIER, ASSIGNEE

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

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

Signed, sealed and delivered

in the presence of

Bonnie J. Vogt

*George C. Nier*  
George C. Nier, Assignee

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Richard W. Hinkle*  
Richard W. Hinkle

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CLERK, CIRCUIT COURT  
1983 JAN 17 AM 10:31  
QUEEN ANNE'S COUNTY

*Surety approved and Bond filed.*

CERTIFIED COPY OF  
POWER OF ATTORNEY  
ATTACHED

LIBER

3 PAGE 285

LIBER

16 PAGE 145

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



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County this 26th day of January, 1983.

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

GEORGE C. NIER, Assignee \* IN THE  
Plaintiff. \* CIRCUIT COURT  
vs. \* FOR  
KURT FREDERICK ROSER \* QUEEN ANNE'S COUNTY  
and \*  
KAREN SEWARD ROSER \* Equity No.: 7260  
Defendants \*

\* \* \* \* \*

PETITION FOR INJUNCTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now come Kurt Frederick Roser and Karen Seward Roser, Defendants, by Mark S. Devan and J. Melville Townsend, their attorneys, and file this Petition for Injunction and say:

1. That the Defendants are the owners of the land described in the purported Mortgage filed in this case.
2. That the property is scheduled for sale on January 19, 1983 by the Assignee.
3. That the purported Mortgage was a purchase money mortgage as to Parcel 1 described therein.
4. That the purported Mortgage failed to include an affidavit of disbursement as required by the Real Property Title Section 4-106.
5. That the purported Mortgage is therefore void ab initio and the Plaintiff has no interest in the property of the defendants and no right to sell said property.
6. That while a debt may exist between the parties, it is not secured by the subject property and therefore is not a "mortgage debt".
7. That the Defendants filed a Petition for Relief in the United States Bankruptcy Court and have no assets other than their land and are unable to secure a bond.

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1983 JAN 18 PM 2:48

QUEEN ANNE'S COUNTY

8. The sale of the subject properties as contemplated by the Assignee will result in immediate, substantial, and irreparable injury to the Defendants before an adversary hearing can be had.

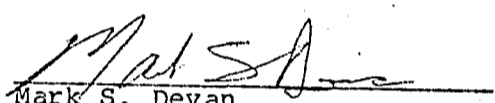
9. That the requirement of surety or other security in behalf of the Defendants presents a case of extraordinary hardship.

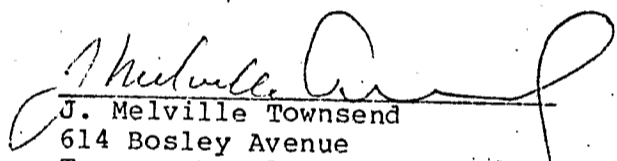
10. That the Defendants through their attorneys have sought and attempted to communicate informally with the Assignee, but have been unsuccessful.

WHEREFORE, the Defendants pray:

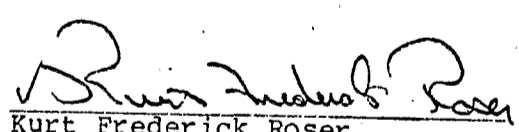
A. That the sale be enjoined until a hearing is scheduled to determine the validity of mortgage;

B. And for such other and further relief as may be just.

  
Mark S. Devan

  
J. Melville Townsend  
614 Bosley Avenue  
Towson, Maryland 21204  
828-9441

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of the foregoing document are true and correct.

  
Kurt Frederick Roser

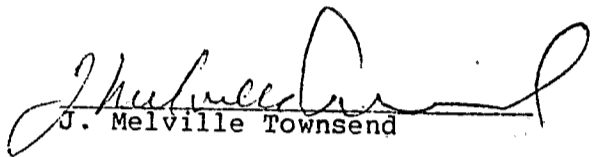


MEMORANDUM OF POINTS AND AUTHORITIES

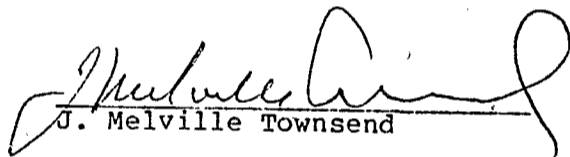
Real Property Title Section 4-106. No purchase mney mortgage is valid without affidavit of disbursement.

Dryfos v. Hostetter 268 Md. 396. Curative Act does not validate a deed of trust that was a nullity when made.

Saunders v. Stradley 25 Md. App. 85

  
J. Melville Townsend

I HEREBY CERTIFY that on this 18th day of January, 1983, a copy of the foregoing Petition for Injunction was hand delivered to George C. Nier, 3 North First Street, P.O. Box 397, Denton, Maryland 21629.

  
J. Melville Townsend

GEORGE C. NIER, Assignee Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY,
KURT FREDERICK ROSER and	:	SITTING IN EQUITY
KAREN SEWARD ROSER Defendants	:	NO. 7260
	:	

ORDER OF COURT

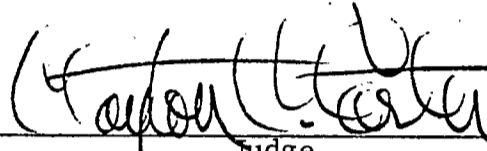
It appears to the Court as follows:

1. That the Defendants executed a mortgage dated August 6, 1980 to The Federal Land Bank of Baltimore to secure an indebtedness of \$280,000 on two parcels of land in Queen Anne's County.
2. That part or all of the loan appears to be for the purchase money of Parcel No. 1 therein described.
3. That the mortgage contains no affidavit of disbursement as prescribed by §4-106 of the Real Property Article of the Code.
4. That the mortgagee was duly assigned the mortgage to the Plaintiff for the purpose of foreclosure and collection.
5. That the mortgagors seek an ex-parte injunction to enjoin a public sale of Parcel No. 1 scheduled for public sale this date.
6. That the Mortgagors Petition does not contain the allegations prescribed by Md. Rule W76 b.
7. That the mortgage was recorded on August 6, 1980.
8. That the Petition of the Mortgagors contains no allegation that they challenged the lack of an affidavit of disbursement in a judicial proceeding commenced within six months after the mortgage was recorded.
9. That if this Petition of the mortgagors is to be considered to be a judicial proceeding to challenge the lack of an affidavit of disbursement, then it comes too late under §4-109

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1983 JAN 19 PM 2:21  
QUEEN ANNE'S COUNTY

(b) of the Real Property Article of the Maryland Code.

IT IS THEREUPON ORDERED this 19th day of January, 1983, by the Circuit Court for Queen Anne's County, Sitting in Equity, that the Petition for Injunction be and it is hereby denied for the reasons hereinabove set forth.

  
\_\_\_\_\_  
Judge

Distribution:  
Original - Court File  
Photocopies:  
George C. Nier, Assignee  
J. Melville Townsend, Esq.

GEORGE C. NIER, ASSIGNEE  
Plaintiff : IN THE CIRCUIT COURT

vs. : FOR QUEEN ANNE'S COUNTY

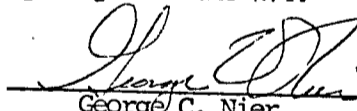
KURT FREDERICK ROSSER and  
KAREN SEWARD ROSSER :  
Defendants : CHANCERY NO. 7260

MOTION TO REMOVE DOCUMENT

George C. Nier, Assignee and Plaintiff, hereby moves, pursuant to Maryland Rule 1217(f), to remove the surety bond filed in these proceedings, and for cause thereof says:

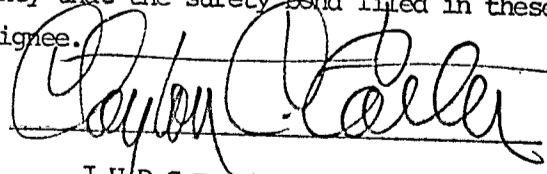
- (1) That the surety bond for the mortgage indebtedness was filed on January 17, 1983, pursuant to Maryland Rule W74.
- (2) That your Assignee accepted an offer of settlement minutes before the public auction was to commence; and that your Assignee did advise all potential bidders that the Foreclosure sale was cancelled.
- (3) That since the mortgage foreclosure sale was cancelled, there is no present liability, nor any necessity for the foreclosure bond.
- (4) That the Surety has agreed to cancel the bond premium in the event the original of the bond is returned to their agent.
- (5) That in the event another foreclosure sale is rescheduled for the subject property, your Assignee will file another surety bond, as required by Maryland Rule W74.

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1983 JAN 20 AM 10:33  
QUEEN ANNE'S COUNTY

  
George C. Nier,  
Assignee and Plaintiff

ORDER

Upon consideration of the foregoing Motion To Remove Document and the Pleadings, it is this 24th day of January, 1983, hereby ordered by the Circuit Court for Queen Anne's County that the surety bond filed in these proceedings be returned to the Assignee.

  
J U D G E

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

RECEIVED  
CLERK, CIRCUIT COURT  
1983 JAN 24 PM 4:13  
QUEEN ANNE'S COUNTY

GEORGE C. NIER, ASSIGNEE  
Plaintiff : IN THE CIRCUIT COURT

vs. : FOR QUEEN ANNE'S COUNTY

KURT FREDERICK ROSER  
KAREN SEWARD ROSER  
Defendants : CHANCERY NO. 7260

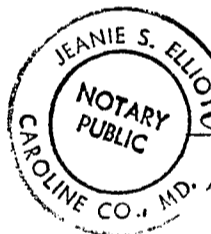
AFFIDAVIT OF COMPLIANCE

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared George C. Nier, Assignee, and made oath in due form of law as follows:

That the Affiant did on the 1st day of March, 1983, mail by certified mail, return receipt requested, restricted delivery, to Kurt F. Roser and Karen S. Roser at P.O. Box 228, Queenstown, Maryland 21666, a notice of the time, place and terms of sale. The signed receipt by Kurt Roser is attached hereto.

AS WITNESS my hand and Notarial Seal this 7th day of March, 1983.



*Jeanie S. Elliott*  
Jeanie S. Elliott  
Notary Public

My commission expires: July 1, 1986

RECEIVED  
CLERK, CHANCERY  
1983 MAR 10 AM 10:30  
QUEEN ANNE'S COUNTY

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

O 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). <input type="checkbox"/> Show to whom and date delivered ..... <input type="checkbox"/> Show to whom, date, and address of delivery ..... <input checked="" type="checkbox"/> RESTRICTED DELIVERY - ADDRESSEE ONLY <small>(The restricted delivery fee is charged in addition to the return receipt fee.)</small>		TOTAL \$	
3. ARTICLE ADDRESSED TO: Kurt F. Roser & Karen S. Roser P.O. Box 228 Queenstown, Md 21666		ARTICLE NUMBER P 234 290 896	
4. TYPE OF SERVICE: <input type="checkbox"/> REGISTERED <input checked="" type="checkbox"/> CERTIFIED <input type="checkbox"/> EXPRESS MAIL (Always obtain signature of addressee or agent)		I have received the article described above. SIGNATURE <i>[Signature]</i> Addressed <input type="checkbox"/> Authorized agent	
5. DATE OF DELIVERY 3-4-83 RESTRICTED DELIVERY POSTMARK		6. ADDRESSEE'S ADDRESS (Only if requested)	
7. EMPLOYEES INITIALS		UNABLE TO DELIVER BECAUSE:	

PS Form 3911, Dec. 1980

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

IN THE CIRCUIT COURT OF Queen Anne's County  
STATE OF MARYLAND

George C. Nier, Assignee

vs

Kurt Frederick Roser  
Karen Seward Roser

BOND OF George C. Nier  
To SELL Real Estate

Chancery No. 7260

CERTIFIED COPY OF  
POWER OF ATTORNEY  
ATTACHED

KNOW ALL MEN BY THESE PRESENTS: That we,

George C. Nier, Assignee as Principal,  
and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the  
laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the  
full and just sum of Three Hundred Sixty One Thousand -----  
Dollars (\$ 361,000.00), 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 8th day of March, in the year of  
our Lord, nineteen hundred and eighty-three.

WHEREAS, the above bounden George C. Nier, Assignee

by virtue of the power contained in a mortgage  
from Kurt Frederick Roser & Karen Seward Roser to The Federal Land  
Bank of Baltimore bearing date the  
6th day of August, 19 80 and recorded among the Land  
Records of Folio 437 and in Liber M.W.M.  
No. 166

George C. Nier, Assignee

is about to sell the land and premises described in said mortgage, default having been made in the pay-  
ment 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

do and shall well and truly and faithfully perform the trust reposed in him under the mort-  
gage 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 obli-  
gation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered

in the presence of

*Carl P. Huertgen*

*George C. Nier* (SEAL)  
George C. Nier, Assignee

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *Richard W. Hinkle* (SEAL)  
Richard W. Hinkle

*surety approved and  
bond filed 3/10/83  
3/17/83 certified copy filed*

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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MAM No. 3, folio 307, 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 of  
the Circuit Court for Queen Anne's  
County.

GEORGE C. NIER, Assignee  
Plaintiff

Vs.

KURT FREDERICK ROSER  
KAREN SEWARD ROSER  
Defendants

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY

IN EQUITY, No. 7260

TO THE HONORABLE, THE JUDGES OF SAID COURT:

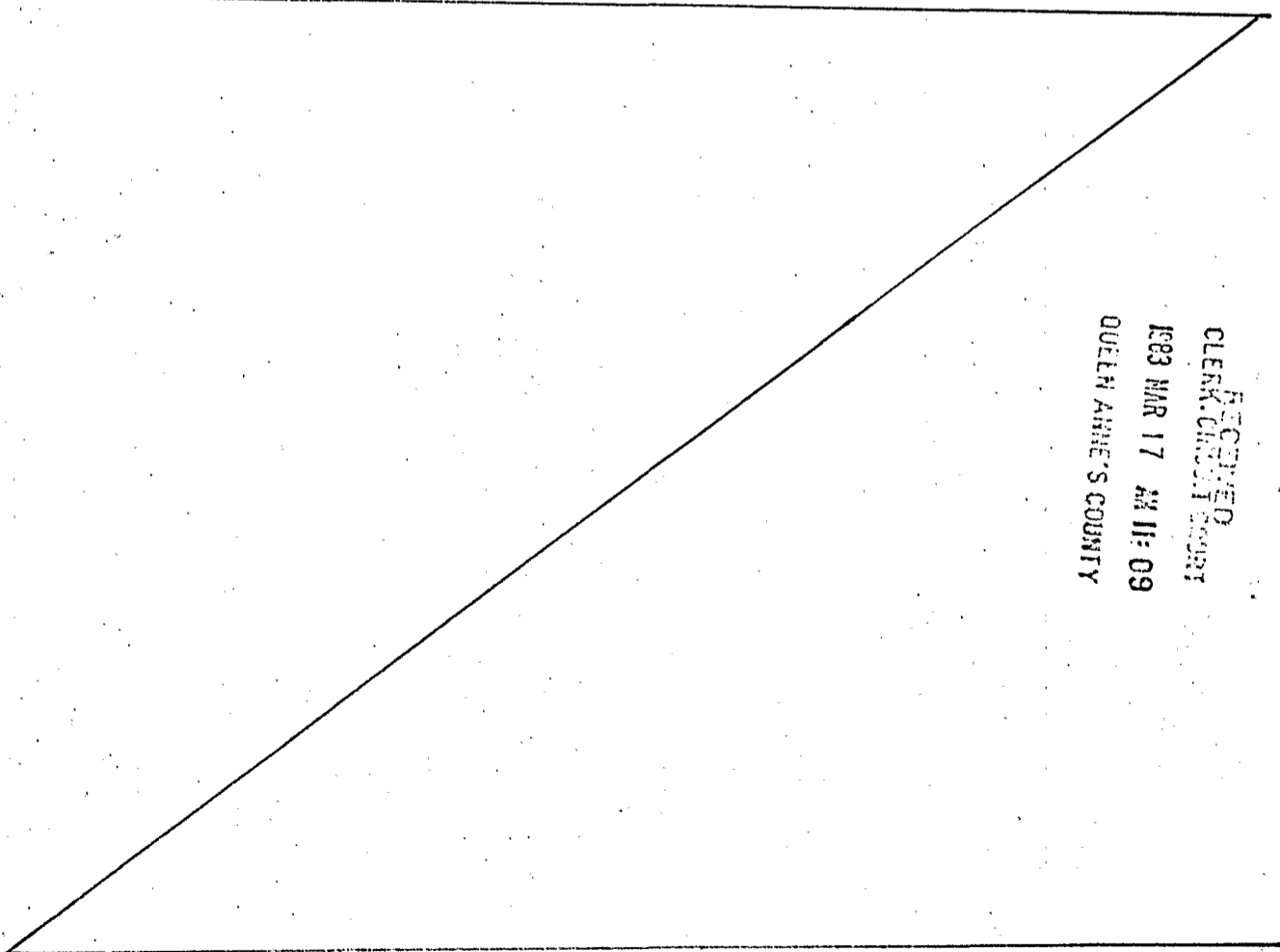
The report of George C. Nier  
Assignee, in the above entitled cause, respectfully shows:

First: That Kurt Frederick Roser and Karen Seward Roser, his wife,  
executed a mortgage to The Federal Land Bank of Baltimore  
bearing date the 6th day of August, 1980, and recorded in Liber M.W.M.  
No. 166, Folio 437, etc., one of the Land Record Books for Queen Anne's County, aforesaid,  
which has been duly assigned to George C. Nier, Assignee  
for the purpose of foreclosure and collection, as will more fully appear by reference to a certified copy  
of said mortgage filed in this proceeding.

Second: That, after default occurred in the covenants and conditions of said mortgage and  
after having given bond as required by law, with surety approved by the Clerk of the Circuit  
Court for Queen Anne's County, for the faithful performance of his trust, and after having complied  
with all other prerequisites of law and said mortgage, and after having given more than twenty days'  
notice of the time, place, manner and terms of sale by advertisement inserted in The  
Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, as will  
appear by a printer's certificate of said advertisement filed herewith, your Assignee did attend at  
public sale, at Sportsman Neck Road ~~xxxxxxx~~ Queenstown, Maryland,  
on March 11, 1983, ~~xx~~ at 12:00  
o'clock P. M., and then and there proceeded to sell PARCEL NO.2 mentioned in said mortgage, and  
described as follows:

FARM CONTAINING 88.27 ACRES ON SPORTSMAN'S NECK ROAD

(SEE SCHEDULE A ATTACHED HERETO)



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1983 MAR 17 AM 11:09  
QUEEN ANNE'S COUNTY



SCHEDULE A

ALL that tract or parcel of land, formerly part of Mainbrace Farm, which is particularly described in accordance with the survey plat thereof made by J. R. McCrone, Jr., Inc., in July 1975, which is recorded among said land records in Liber C.W.C. No. 96, folio 444, as follows, to wit:

BEGINNING FOR THE SAME at a concrete monument set in the northernmost outline of the lands of Luther Knight (see T.S.P. 60/96), the easternmost right-of-way line of Sportsman Neck Road, a 66 foot wide right-of-way and the southwesternmost corner of the herein described lands. Said beginning point further being located South  $67^{\circ} 41' 10''$  East, 71.57 feet from a concrete monument found in the northwesternmost corner of the aforementioned Knight lands;

THENCE, leaving said beginning point so fixed and binding on the easternmost right-of-way line of the aforementioned Sportsman Neck Road, North  $13^{\circ} 18' 08''$  East, 68.92 feet to a point;

THENCE, still binding with the easternmost right-of-way line of Sportsman Neck Road as shown on a subdivision plat entitled Section "A", Hickory Ridge recorded in the Plat Record Books of Queen Anne's County, Maryland, in Plat Book C.W.C. No. 1, folio 39, North  $28^{\circ} 21' 49''$  East, 459.98 feet to a point of curvature;

THENCE, binding on the arc of a curve to the left 450.66 feet to a point of tangency, said curve having a radius of 482.63 feet and scribed by a chord of North  $01^{\circ} 36' 49''$  East, 434.46 feet;

THENCE, North  $25^{\circ} 08' 11''$  West, 105.73 feet to a point of curvature;

THENCE, binding on the arc of a curve to the right 105.81 feet to a point where the centerline of an existing 9 foot pave intersects the easternmost right-of-way line of Sportsman Neck Road, said curve having a radius of 550.04 feet and scribed by a chord of North  $19^{\circ} 37' 32''$  West, 105.65 feet;

THENCE, binding on the centerline of the aforementioned 9 foot existing pave and the southernmost outline of the Franklin W. Smith, Jr. lot, with the arc of a curve to the left 33.78 feet to a point of tangency, said curve having a radius of 95.53 feet and scribed by a chord of South  $73^{\circ} 53' 02''$  East, 33.59 feet;

THENCE, South  $84^{\circ} 00' 34''$  East, 211.18 feet to a point of curvature;

THENCE, binding on the arc of a curve to the right 71.51 feet to a point, said curve having a radius of 66.97 feet and scribed by a chord of South  $53^{\circ} 25' 10''$  East 68.16 feet;

THENCE, leaving the centerline of the existing pave and still running with the Franklin W. Smith, Jr. lot, North  $28^{\circ} 21' 48''$  East 5.66 feet to a concrete monument found;

THENCE, still continuing on said same course 139.98 feet to a concrete monument found 5 feet on the westerly side of an existing ditch line;

THENCE, running parallel to said ditch and 5 feet on the westerly side thereof, North  $15^{\circ} 47' 06''$  West 93.07 feet to a point;

THENCE, North  $09^{\circ} 51' 57''$  West 113.30 feet to a point;---

THENCE, North 10° 21' 09" West 114.55 feet to a point;

THENCE, North 10° 17' 56" West 29.48 feet to a concrete monument found in the northeasternmost corner of the aforementioned Smith lot;

THENCE, leaving the side of the aforementioned ditch, South 85° 52' 40" West 329.75 feet to a concrete monument found in the easternmost right-of-way line of Sportsman Neck Road;

THENCE, leaving the Smith lot and binding on the aforesaid right-of-way, North 04° 07' 20" West 665.80 feet to a point of curvature;

THENCE, binding on the arc of a curve to the left 215.92 feet to a point of tangency, said curve having a radius of 446.25 feet and scribed by a chord of North 17° 59' 04" West 213.82 feet;

THENCE, North 31° 50' 47" West 82.89 feet to a point of curvature;

THENCE, binding on the arc of a curve to the right 92.77 feet to a point of tangency, said curve having a radius of 101.74 feet and scribed by a chord of North 05° 43' 24" West 89.59 feet;

THENCE, North 20° 24' 00" East 87.35 feet to a concrete monument set;

THENCE, leaving the easternmost right-of-way line of Sportsman Neck Road and running with an existing hedgerow and running for a new line of division through the lands of Wye River Farms, Inc., (see T.S.P. 53/218), South 78° 40' 02" East 1840 feet, more or less, to the mean high water line of a tributary of the Wye East River, passing in transit a concrete monument set 1250.00 feet from the beginning thereof and another concrete monument set 389.04 feet from the last mentioned concrete monument;

THENCE, binding on the mean high water line of the aforementioned tributary and the Wye East River and running in a southerly direction 3780 feet, more or less, to a point at the intersection of the division line of the herein described lands and the aforementioned lands of Luther Knight;

THENCE, leaving the mean high water line of the Wye East River and binding on the northernmost outline of the Knight lands, North 67° 41' 10" West 25 feet, more or less, to a concrete monument found;

THENCE, still continuing on said same course, 1499.00 feet to the place of beginning, containing in all 88.27 acres of land, more or less.

BEING the same and all of the land which was granted to the Mortgagor by Wye River Farms, Inc. by deed dated August 26, 1975 and recorded among said land records in Liber C.W.C. No. 96, folio 445.

Your Assignee then and there sold the said property to Denton Production Credit Association, it being the highest bidder therefore, at the sum of TWO HUNDRED FORTY THOUSAND DOLLARS (\$ 240,000.00 ), and said purchaser has satisfactorily complied with the terms of sale.

Respectfully submitted,

*George C. Nier*

Assignee - George C. Nier

**STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:**

I HEREBY CERTIFY, That on this 11th day of March, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, aforesaid, personally appeared George C. Nier

Assignee, 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, and further made oath pursuant to the requirements of the Soldiers' and Sailors' Civil Relief Acts that the Mortgagor ~~is~~ (are) not in the military service of the United States, and ~~has~~ have not been in such service within three months prior hereto, and show the following facts relative to the status of the Mortgagor :

Witness my hand and Notarial Seal.

My Commission Expires: July 1, 1986

*Mabel Levensgood*  
Notary Public.

Mabel Levensgood

GEORGE C. NIER  
\_\_\_\_\_  
Assignee  
Vs.  
KURT FREDERICK ROSER  
\_\_\_\_\_  
KAREN SEWARD ROSER  
\_\_\_\_\_

IN THE CIRCUIT COURT  
QUEEN ANNE'S  
FOR ~~XXXXXXXXXX~~ COUNTY

IN EQUITY, No. 7260

TO THE HONORABLE, THE JUDGES OF SAID COURT:

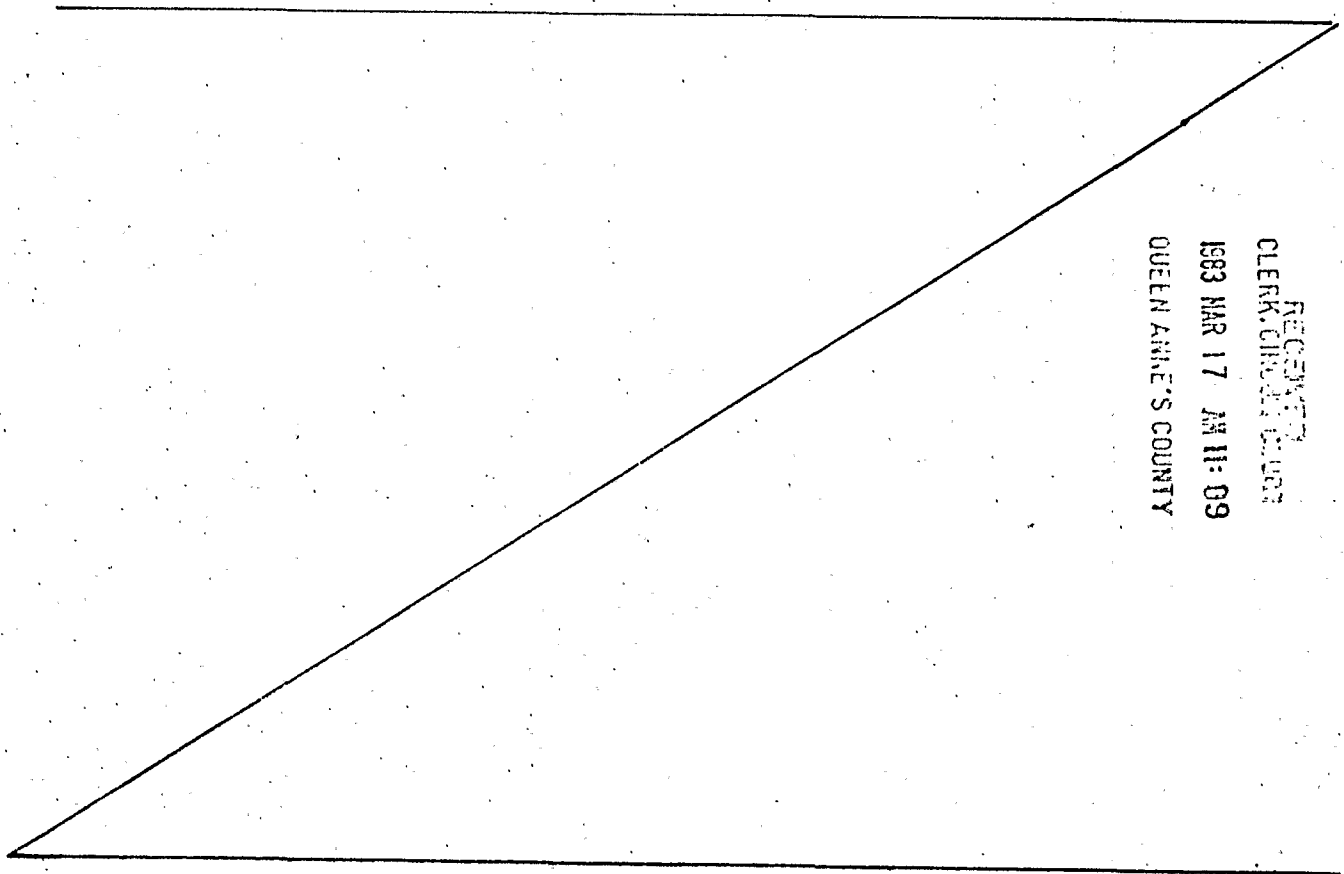
The report of George C. Nier  
Assignee, in the above entitled cause, respectfully shows:

First: That Kurt Frederick Roser and Karen Seward Roser, his wife,  
executed a mortgage to The Federal Land Bank of Baltimore  
bearing date the 6th day of August, 19 80, and recorded in Liber M.W.M.  
No. 166, Folio 437, etc., one of the Mortgage Record Books for Queen Anne's County, aforesaid,  
which has been duly assigned to George C. Nier  
for the purpose of foreclosure and collection, as will more fully appear by reference to a certified copy  
of said mortgage filed in this proceeding.

Second: That, after default occurred in the covenants and conditions of said mortgage and  
after having given bond as required by law, with surety approved by the Clerk of the Circuit  
Court for Queen Anne's County, for the faithful performance of his trust, and after having complied  
with all other prerequisites of law and said mortgage, and after having given more than twenty days'  
notice of the time, place, manner and terms of sale by advertisement inserted in The Record Observer,  
a newspaper printed and published in Queen Anne's County, Maryland, as will  
appear by a printer's certificate of said advertisement filed herewith, your Assignee did attend at  
public sale, at U. S. Rt. 50 near Md. Rte. 456 ~~in the town of~~ Queenstown, Maryland,  
on March 11, 1983, ~~at 11:00 o'clock P. M.~~ at 11:00  
o'clock P. M., and then and there proceeded to sell PARCEL NO.1 mentioned in said mortgage, and  
described as follows:

COMMERCIAL PROPERTY CONTAINING 33.5 ACRES

SEE SCHEDULE A ATTACHED HERETO



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QUEEN ANNE'S COUNTY

SCHEDULE A

ALL that lot or parcel of land improved by a frame dwelling house and outbuildings, situate on the south side of the State Road leading from Wye Mills to Queenstown, bounded on the north by said road, bounded on the east by other land formerly of Anthony De Jessa, bounded on the south in part by the land formerly of Howard Melvin and in part by the land formerly of Thomas B. Marsalis and bounded on the west by land formerly of Thomas B. Marsalis and contained within the following metes and bounds, courses and distances, according to a survey of the same made on the 13th day of May, 1942, by Samuel G. Bye and Son, Surveyors of Denton, Maryland, to wit: BEGINNING for the same at a point on the south line of said State Road at a sign post standing at the northwest corner of said other land formerly of said Anthony De Jessa and running thence with and by this land last mentioned, South  $34\frac{1}{2}^{\circ}$  West, 1350 feet to a point marked by a post driven in the ground on the line of the land formerly of Howard Melvin; thence with the last mentioned land, North  $66^{\circ}$  West, 290 feet to a point marked by a stake driven in the ground on the line of land formerly of Thomas B. Marsalis; thence with the land formerly of the said Thomas B. Marsalis the following four courses, to wit: North  $16\frac{3}{4}^{\circ}$  West, 296.8 feet along the line of an old fence and thence North  $15^{\circ} 40'$  West, 838.5 feet to a point marked by a stone; thence North  $41^{\circ} 48'$  West, 345.6 feet to a point marked by a corner post of a fence and thence with same land, North  $45^{\circ} 28'$  East, 767.5 feet to south line of said State Road and a point a corner for the land formerly of said Marsalis on said road; thence by and with the south line of said State Road these four courses, to wit: South  $72^{\circ}$  East, 190 feet; South  $53^{\circ}$  East, 500 feet; South  $45^{\circ}$  East, 400 feet; and thence South  $40^{\circ}$  East, 300 feet to the point of beginning, containing 37.9 acres of land, more or less.

TRACT NO. 2: ALL that farm or tract of land improved by a frame building containing a dance hall and living quarters, a garage building, etc., called or known as "Forest Lodge" and as "Gertrude E. Roser's Part of Forest Lodge" situate on the south side of the State Road running from Wye Mills to Queenstown, bounded on the north by said State Road, bounded on the east by the farm formerly of Howard Melvin, bounded on the south by the land formerly of Howard Melvin and that formerly of Thomas Marsalis and bounded on the west by that tract of land which is hereinabove described as Tract No. 1, also known as "Forest Lodge" and containing  $23\frac{1}{2}$  acres of land, more or less.

SAVING AND EXCEPTING from the above described tracts of land those parts thereof which are described in the 17 deeds and conveyances which are recorded among the land records of Queen Anne's County, as follows, to wit:

1. Deed from Fred H. Roser and Gertrude E. Roser to the State Roads Commission of Maryland dated August 24, 1950 and recorded in Liber N.B.W. No. 7, folio 190.
2. Deed from Fred H. Roser to the State Roads Commission of Maryland dated June 3, 1954 and recorded in Liber T.S.P. No. 16, folio 206.
3. Deed from Fred H. Roser, et al., to Benjamin F. Howard, et al., dated April 2, 1955 and recorded in Liber T.S.P. No. 21, folio 229.
4. Deed from Fred H. Roser and wife to Elsie Roser Davis dated September 6, 1960 and recorded in Liber T.S.P. No. 56, folio 531.
5. Deed from Fred H. Roser and wife to Frederick H. Roser, Jr. dated September 6, 1960 and recorded in Liber T.S.P. No. 56, folio 535.
6. Deed from Fred H. Roser and wife to Franklin E. Jewell and wife, dated October 29, 1960 and recorded in Liber T.S.P. No. 57, folio 376.

7. Deed from Fred H. Roser and wife to Elsie Roser Lister dated January 16, 1961 and recorded in Liber T.S.P. No. 59, folio 189.

8. Deed from Fred H. Roser and wife to Harry C. Reynolds, et al., Co-Partners trading as Reynolds and Gannon, dated April 24, 1963 and recorded in Liber T.S.P. No. 72, folio 127.

9. Deed from Frederick H. Roser and wife to Frederick H. Roser, Jr. and Kurt Frederick Roser, dated May 13, 1963 and recorded in Liber T.S.P. No. 72, folio 430.

10. Deed from Fred H. Roser and wife to Charles C. Callahan and wife, dated February 12, 1966 and recorded in Liber C.W.C. No. 20, folio 85.

11. Deed from Fred H. Roser and wife to John Robert Lister and wife, dated February 6, 1968 and recorded in Liber C.W.C. No. 33, folio 135.

12. Deed from Fred H. Roser, et al., to Franklin E. Jewell and wife, dated May 25, 1968 and recorded in Liber C.W.C. No. 35, folio 7.

13. Deed from Gertrude E. Roser, widow, to Frederick Roser, Jr. and Kurt F. Roser, Co-Partners trading as Fred Roser and Sons, dated August 31, 1970 and recorded in Liber C.W.C. No. 50, folio 515.

14. Deed from Gertrude E. Roser to George C. Rada dated April 21, 1971 and recorded in Liber C.W.C. No. 54, folio 383.

15. Deed from Gertrude E. Roser, widow, to George C. Lemay and wife, dated May 19, 1978 and recorded in Liber C.W.C. No. 135, folio 500.

16. Deed from Gertrude E. Roser to Kurt F. Roser and wife, dated September 27, 1979 and recorded in Liber M.W.M. No. 157, folio 188.

17. SAVING AND EXCEPTING also from this conveyance the following described lot or parcel of land, part of the above described Tract No. 2, which is described by metes and bounds, courses and distances, in accordance with the survey thereof made by Watson and Son in May 1980 as follows:

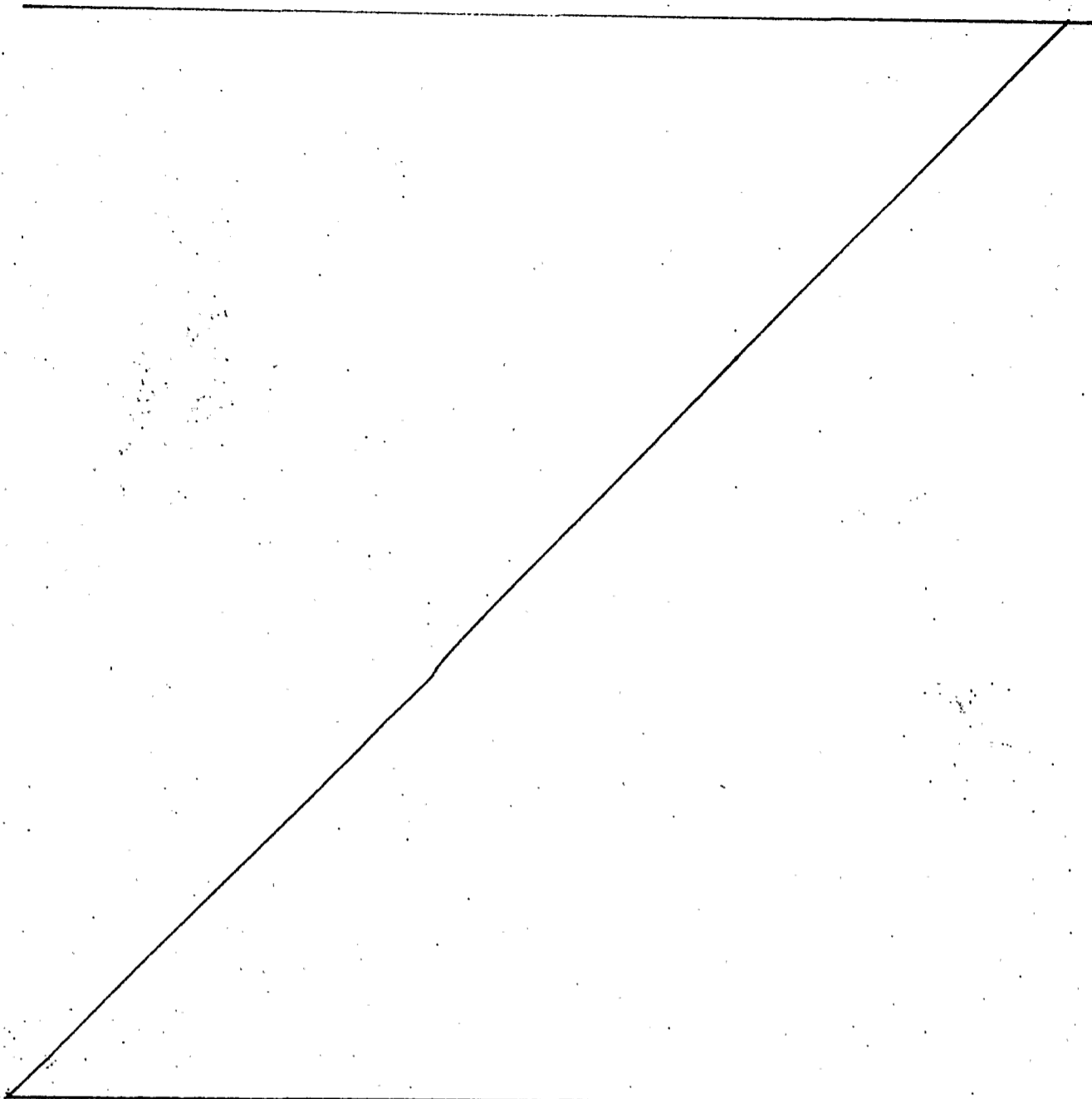
BEGINNING at an iron pipe set in the south right-of-way line of U.S. Route 50 at the intersection of these lands and lands of Bowen; then the following: South 19° 07' 16" West, 475.71 feet with lands of Bowen then lands of Shanks to an iron pipe; thence, North 61° 46' 10" West, 293.06 feet with other Roser lands to an iron pipe; thence, North 28° 13' 50" East, 454.88 feet with other Roser lands to an iron pipe; thence, South 65° 40' 00" East, 218.25 feet with the south right-of-way line of U. S. Route 50 to the place of beginning. Containing 2.717 acres of land, more or less.

SAVE AND EXCEPT:

18. All of that parcel of land and containing 9 acres, more or less, with approximately 3175 feet on the north side of U. S. Rt. 50 near Maryland Route #456 and lying west of the dealership building

19. SAVE AND EXCEPT those two lots located on the southwest side of Maryland Route #456 approximately 900 feet northwest of U. S. Rt 50, known as Lot 6 & 7 on an unrecorded plat, each lot fronting on the southwest side of Maryland Route #456 and having a fronting of approximately 100 feet and a depth of 200 feet .

BEING PART OF THE SAME LAND conveyed by Elsie R. Lister, Personal Representative of the Estate of Gertrude E. Roser, deceased, to Kurt Frederick Roser and Karen Seward Roser, by deed dated July 30, 1980 and recorded among the Land Records for Queen Anne's County, Maryland in Liber M.W.M. No. 166, folio 432.



Your Assignee then and there sold the said property to Philip Callahan, he being the highest bidder therefore, at the sum of SEVENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$ 72,500.00 ), and said purchaser has satisfactorily complied with the terms of sale.

Respectfully submitted,

*George C. Nier*  
Assignee  
George C. Nier

**STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:**

I HEREBY CERTIFY, That on this 11th day of March, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, aforesaid, personally appeared George C. Nier

Assignee, and made oath in dne 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, and further made oath pursuant to the requirements of the Soldiers' and Sailors' Civil Relief Acts that the Mortgagor s ~~is~~ (are) not in the military service of the United States, and (~~has~~) have not been in such service within three months prior hereto, and show the following facts relative to the status of the Mortgagor :

Witness my hand and Notarial Seal.

My Commission expires: July 1, 1986

*Mabel Levengood*  
Notary Public.  
Mabel Levengood

GEORGE C. NIER, ASSIGNEE : IN THE CIRCUIT COURT  
Plaintiff

vs. : FOR QUEEN ANNE'S COUNTY

KURT FREDERICK ROSER  
KAREN SEWARD ROSER  
Defendants : CHANCERY NO. 7260

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 11<sup>th</sup> day of March, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Philip Callahan and made oath in due form of law as follows:

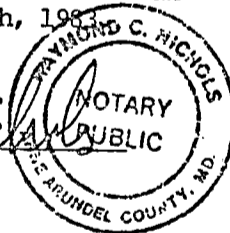
- (1) That he was not acting as agent for anyone else.
- (2) That no others are interested as principals.
- (3) That neither he, nor any of his employees, agents, attorneys, or representatives, directly or indirectly, discouraged anyone from bidding for the said property.

*Philip Callahan*

Affiant

Subscribed and sworn to before me  
this 11 day of March, 1983

*Raymond C. Richards*  
Notary Public



My Commission expires: July 1, 1986

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1983 MAR 17 AM 11:09  
QUEEN ANNE'S COUNTY

NIER, JARRELL  
& HUBBARD  
ATTORNEYS-AT-LAW  
DENTON, MARYLAND  
21020  
TELEPHONE 479-2112



GEORGE C. NIER, ASSIGNEE  
Plaintiff

vs.

KURT FREDERICK ROSER  
KAREN SEWARD ROSER  
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CHANCERY NO. 7260

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16<sup>th</sup> day of March, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Philip G. Yost, Associate Manager, Denton Production Credit Association, and made oath in due form of law as follows:

- (1) That he was acting as agent for Denton Product Credit Association.
- (2) That no others are interested as principals.
- (3) That neither he, nor any of his employees, agents, attorneys, or representatives, directly or indirectly, discouraged anyone from bidding for the said property.

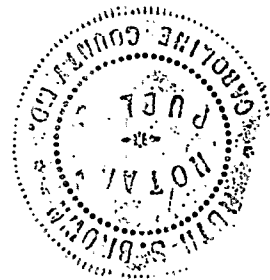
Philip G. Yost  
Affiant

Subscribed and sworn to before me  
this 16<sup>th</sup> day of March, 1983.

Ruth S. Brown

Notary Public

My Commission expires:  
July 1, 1986



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CLERK, CIRCUIT COURT  
1983 MAR 17 AM 11:09  
QUEEN ANNE'S COUNTY

NIER, JARRELL  
& HUBBARD  
ATTORNEYS-AT-LAW  
DENTON, MARYLAND  
21628  
TELEPHONE 479-2112

ORDER NISI

GEORGE C. NIER, ASSIGNEE  
 Plaintiff

Vs.

KURT FREDERICK ROSER  
KAREN SEWARD ROSER  
 Defendants

IN THE CIRCUIT COURT  
 FOR QUEEN ANNE'S COUNTY

IN EQUITY, No. 7260 Chy.

ORDERED, this 17th day of March 1983, that the sale of the property mentioned in these proceedings, made and reported by George C. Nier, Assginee

be RATIFIED AND CONFIRMED, on or after the 18th day of April 1983, unless cause to the contrary thereof be previously shown; Provided a copy of this Order be inserted in some newspaper published in <sup>Queen</sup> Anne's County, Maryland, once in each of three successive weeks, before the 11th day of April 1983.

The Report states the amount of sales to be \$ 312,500.00  
 PARCEL NO. 1 - \$72,500.00 commercial  
 PARCEL NO. 2 - \$240,000.00 farm  
 Filed: March 17, 1983

*Margaret H. Markin* Clerk.

FINAL ORDER RATIFICATION OF SALE

GEORGE C. NIER, ASSIGNEE  
 Plaintiff

Vs.

KURT FREDERICK ROSER  
KAREN SEWARD ROSER  
 Defendants

IN THE CIRCUIT COURT  
 FOR QUEEN ANNE'S COUNTY

IN EQUITY, No. 7260 Chy.

ORDERED, This 19<sup>th</sup> day of APRIL, 1983, by the Circuit Court <sup>Queen</sup> Anne's County, in Equity, that the sale of the property mentioned in these proceedings by George C. Nier Assignee,

be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the previous Order of this Court; and the Assignee is ~~(xxx)~~ allowed the usual commissions and all expenses, not personal, for which he shall produce vouchers to the Auditor.

*James Owen White*  
 JUDGE

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 1983 APR 19 PM 4:24  
 QUEEN ANNE'S COUNTY

GEORGE C. NIER, ASSIGNEE  
Plaintiff

: IN THE CIRCUIT COURT

vs.

: FOR QUEEN ANNE'S COUNTY

KURT FREDERICK ROSER and  
KAREN SEWARD ROSER  
Defendants

: CHANCERY NO. 7260

MOTION TO REDUCE BOND LIABILITY

George C. Nier, Assignee and Plaintiff, hereby moves, for a reduction in the liability of the Surety bond filed in these proceedings, and for cause thereof says:

1. That on March 8, 1983, a Surety Bond issued by United States Fidelity and Guarantee Company in the amount of \$361,000.00 was filed in these proceedings, pursuant to Maryland Rule W.

2. That the amount of the bond was based on the total indebtedness of the Defendants to the Federal Land Bank of Baltimore by virtue of a default in payment of the Mortgage docketed for foreclosure, as will more fully appear by reference to the Statement of Mortgage Debt also filed in the proceedings.

3. Whereas the property secured by said Mortgage was sold at public auction on March 11, 1983, and that the bids for the properties totaled \$312,500.00, as will more fully appear by reference to the Reports of Sale also filed in these proceedings.

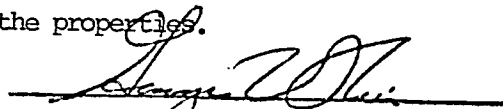
4. That there are no other assets secured by said Mortgage or any other security instrument incident to the loan.

WHEREFORE, your Assignee hereby prays that this Honorable Court allow the Bond to be reduced to \$312,500.00, the amount of proceeds your Assignee expects to receive after settlement on the properties.

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CLERK, CIRCUIT COURT

1983 MAR 23 AM 10:00

QUEEN ANNE'S COUNTY

  
George C. Nier  
Assignee and Plaintiff

ORDER

Upon consideration of the foregoing Motion To Reduce Bond Liability and the Pleadings in the above captioned proceedings, it is this 29th day of March, 1983, hereby ordered by the Circuit Court for Queen Anne's County that the liability of the Surety bond issued by U. S. Fidelity and Deposit Company may be reduced to \$312,500.00.

RECEIVED  
CLERK, CIRCUIT COURT

1983 MAR 29 PM 2:04

QUEEN ANNE'S COUNTY

  
JUDGE

16 PAGE 167

NIER, JARRELL  
& HUBBARD

ATTORNEYS-AT-LAW

DENTON, MARYLAND

21629

TELEPHONE 478-2112

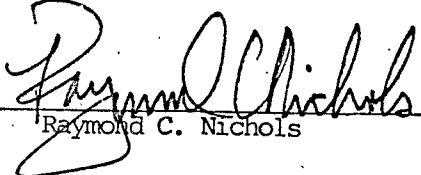
GEORGE C. NIER, ASSIGNEE : IN THE CIRCUIT COURT  
 Plaintiff

vs. : FOR QUEEN ANNE'S COUNTY

KURT FREDERICK ROSER  
 KAREN SEWARD ROSER  
 Defendant : CHANCERY NO. 7260

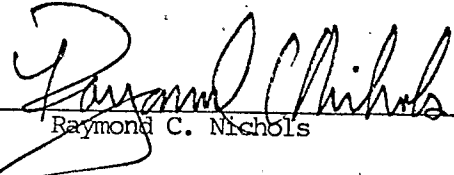
MEMORANDUM OF SALE

I, Raymond C. Nichols, of Atlantic Auctions, Inc., do hereby make oath in due form of law, that I, as auctioneer, did sell to Philip Callahan (he being the highest bidder of Sale I (33 acres) on March 11, 1983, at 11:00 a.m. for a total sales price of \$72,500.00.

  
 Raymond C. Nichols

MEMORANDUM OF SALE

I, Raymond C. Nichols, of Atlantic Auctions, Inc., also make oath in due form of law that I, as Auctioneer, did sell to Denton Production Credit Association, (it being the highest bidder on Sale II (88.27 acres) on March 11, 1983 at 12:00 P.M. for a total sales price of \$240,000.00

  
 Raymond C. Nichols

REC'D  
CLERK, C. COURT

NIER, JABER & HUBBARD  
 ATTORNEYS-AT-LAW  
 DENTON, MARYLAND  
 21020  
 TELEPHONE 478-2112

1983 APR 8 PM 2:16  
 QUEEN ANNE'S COUNTY

Centreville, Md. 3/9 19 83

### We Hereby Certify

That the annexed advertisement of  
Sale - Roser

was 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 March 19 83.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 23rd day of  
Feb. 19 83, and the last  
insertion on the 9th day of  
March 19 83.

Publishers, Record Observer

Per *W. H. H. H.*

Filed April 18, 1983

Nier, Jarrell & Hubbard  
P.O. Box 130  
Denton, Maryland 21629

### Assignee's Sale

Extremely Valuable Real Estate  
Queenstown  
Queen Anne's County  
Maryland  
Sales On Premises

**Fri., March 11, 1983**

Sales Starting 11:00 A.M.

Sale No. 1

at 11:00 O'Clock A.M.

Valuable Commercial Acreage

Approximately 33 acres, Zoned B-2, Fronting  
approximately 1500 feet on south side of U.S.  
Route 50 near Md. Route 456, Fifth Election  
District, near Queenstown, Maryland.

Being and comprising so much of Parcel No. 1  
which by Deed dated July 30, 1980 and recorded  
among the Land Records of Queen Anne's County  
in Liber MWB No. 166 Folio 432, granted and  
conveyed by Elsie R. Lister, Personal Repre-  
sentative, unot Kurt F. Roser and Karen S. Roser,  
his wife, es lias south of U.S. Route 50.

Improved by a one story block building used for  
an office and a large barn.

Sale No. 2

at 12 O'Clock Noon

Approximately 88.27 acres of farm land on the east  
side of Sportsman Neck Road south of U.S. Route  
50.

All that tract or parcel of land situate, lying and  
being in the Fifth Election District of Queen Anne's  
County, in the State of Maryland, part of  
Meinbrace Farm, which is particularly described in  
accordance with the survey plat thereof made by J.  
R. McCrone, Jr., Inc. in July 1975, and the Deed  
for same being recorded among the land records of  
Queen Anne's County in Liber CWC No. 96, Folio  
445, granted and conveyed by Wye River Farms,  
Inc. unto Kurt F. Roser and Karen S. Roser, his  
wife.

Together with buildings and improvements  
thereupon erected, made or being, and all and  
every the rights, roeds, ways, water, privileges,  
appurtenances and advantages to the same  
belonging or in any way appertaining, and  
especially together with a right of ingress and  
egress over a right of way as now established over  
other lands of the said Wye River Farms, Inc., to  
U.S. Route 50, said right of way being designated  
as Sportsman Neck Road, and to be used in  
common with others.

Note: Representations as to dimensions and  
ecreage are for the purposes of indentification only,  
seller shall not be responsible for accuracy of  
frontage or ecreage and any end all costs of survey  
if required, as well as agricultural transfer tax, if  
required, shall be borne entirely by purchaser.

Terms of Sale: Cash or certified funds at tiem  
and place of eech sale as follows: Sale No. 1  
\$10,000.00 and Sale No. 2 \$30,000.00. Balance to  
be paid in cash within 3 days after final ratification  
by Circuot Court for Queen Anne's County,  
Maryland, balance to bear interest at 10% (percent)  
per annum accounting from date of sale to date of  
settlement. Cost of all documentary stamps and  
transfer taxes to be paid by the purchaser. Time is  
of the essence.

NOTE: Assignee reserves the right to change the  
manner of terms of sale. Any chenge will be  
announced immediately prior to the respective  
sales.

George C. Nier, Assignee



RD-2-23-31-048

Centreville, Md. 4/6 19 83

**We Hereby Certify**

That the annexed advertisement of  
Nisi Roser - Equity No.  
7260 Chy.  
 was 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 April 19 83.  
 And that the first insertion of said ad-  
 vertisement in the said RECORD  
 OBSERVER was on the 23rd day of  
March 19 83, and the last  
 insertion on the 6th day of  
April 19 83.

Publishers, Record Observer  
 Per Betty M. Comegys

ORDER NISI  
 GEORGE C. NIER,  
 ASSIGNEE  
 Plaintiff  
 vs.  
 KURT FREDERICK ROSER  
 KAREN SEWARD ROSER  
 Defendants  
 In the Circuit Court  
 for  
 Queen Anne's County  
 In Equity  
 No. 7260 Chy.

ORDERED, this 17th day  
 of March, 1983, that the  
 sale of the property men-  
 tioned in these proceed-  
 ings, made and reported by  
 George C. Nier, Assignee  
 be RATIFIED AND CON-  
 FIRMED, on or after the  
 18th day of April, 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 11th day of  
 April, 1983.

The report states the  
 amount of sales to be  
 \$312,500.00  
 PARCEL NO. 1 -  
 \$72,500.00 commercial  
 PARCEL NO. 2 -  
 \$240,000.00 farm

Marguerite W. Mankin  
 Clerk

True Copy, Test:

Marguerite W. Mankin  
 Clerk

By: Betty M. Comegys  
 Deputy Clerk

Filed March 17, 1983

RO-3-23-31-050

RECEIVED  
 CLERK, CIRCUIT COURT APRIL 18, 1983

GEORGE C. NIER, ASSIGNEE  
Plaintiff : IN THE CIRCUIT COURT

vs. : FOR QUEEN ANNE'S COUNTY

KURT FREDERICK ROSER  
KAREN SEWARD ROSER  
Defendants : CHANCERY NO. 7260

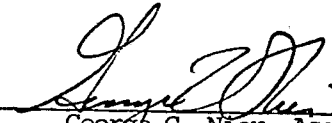
PETITION TO SUBSTITUTE PURCHASERS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of George C. Nier, Assignee, pursuant to Maryland Rule W74 g.3., petitions this Honorable Court to substitute purchasers, and for cause thereof says:

1. That your Plaintiff, by his Report of Sale filed in these proceedings, sold to Denton Production Credit Association, on the 11th day of March, 1983, a farm located on the easterly side of Sportmen's Neck Road, in the Fifth Election District for Queen Anne's County, Maryland, containing 88.27 acres, more or less, and described in these proceedings.
2. That the Purchaser has requested your Plaintiff to substitute as purchasers in its place and stead, Paul N. Nahnibida and Ruth B. Blaney, their heirs and assigns, which parties have agreed to assignment of all of the rights which Denton Production Credit Association has.
3. That the sale of said property has been ratified by this Honorable Court.

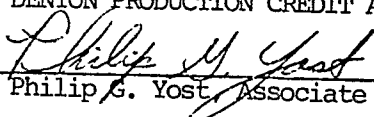
WHEREFORE, your Plaintiff prays that this Honorable Court pass an Order substituting the said Paul N. Nahnibida and Ruth B. Blaney, their heirs and assigns, as purchasers in the place and stead of Denton Production Credit Association.

  
George C. Nier, Assignee

CONSENT TO PETITION SUBSTITUTE PURCHASERS

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

RECEIVED  
CLERK, CIRCUIT COURT  
1983 APR 25 PM 12:01  
QUEEN ANNE'S COUNTY

DENTON PRODUCTION CREDIT ASSOCIATION  
BY:   
Philip G. Yost, Associate Manager

NIER, JARRELL  
& HUBBARD  
ATTORNEYS-AT-LAW  
DENTON, MARYLAND  
21020  
TELEPHONE 478-2112

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

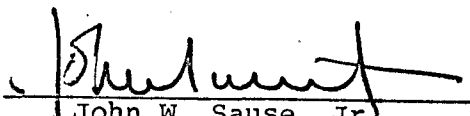
GEORGE C. NIER	:	
Assignee	:	
	:	
	:	Chancery #7260
KURT FREDERICK ROSER	:	
KAREN SEWARD ROSER	:	
	:	
:	:	:
:	:	:
:	:	:

NOTICE OF AUDITOR'S HEARING

An Auditor's Hearing will be held in accordance with Maryland Rule 595 at 10:30 a.m. on September 29, 1983, at 204 North Commerce Street, Centreville, Maryland, for the purposes stated in Rule 595 d.

Any person desiring to compel the production of books, papers or other documents applicable to the proceeding should obtain an order for that purpose promptly, in accordance with section e of the Rule.

If any party or claimant wishes to have a court reporter present to record the proceedings in accordance with the Rule, please notify the undersigned at least 5 days before the hearing. Otherwise, the presence of a stenographer will be considered to have been waived.

  
 \_\_\_\_\_  
 John W. Sause, Jr.  
 Auditor  
 Post Office Drawer 70  
 Centreville, Maryland 21617  
 758-0970

Date: Sept. 15, 1983

- copies to:
- George C. Nier, Esquire  
Post Office Box 130  
Denton, Maryland 21629
  - Kurt Frederick Roser  
Post Office Box 228  
Queenstown, Maryland 21666
  - Karen Seward Roser  
Post Office Box 228  
Queenstown, Maryland 21666
  - Mark S. Devan, Esquire  
J. Melville Townsend, Esquire  
614 Bosley Avenue  
Towson, Maryland 21204

CLERK OF COURT  
 1983 SEP 15 AM 11:31  
 QUEEN ANNE'S COUNTY



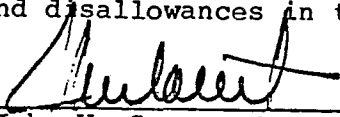
IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

GEORGE C. NIER :  
Assignee :  
v. : Chancery #7260  
KURT FREDERICK ROSER, et al. :  
Defendants :  
: : : : :

REQUEST FOR ADDITIONAL COMPENSATION

The above-entitled cause having been referred to the Auditor in accordance with Maryland Rule W74, 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:

1. To correspond with the fiduciaries to obtain required information not furnished by them,
2. To conduct a hearing with respect to certain matters involved in the Audit.
3. To analyze and reconcile complex accounting practices of the Mortgagee in order to ascertain the proper amount due under the Mortgage.
4. To prepare a Report setting forth his findings and the basis for allowances and disallowances in the 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 20th day of July, 1984, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of \$ 750.00 , 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 2-543 (f).

  
JUDGE

1984 JUL 20 AM 11:34

PAGE 16 PAGE 173

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

GEORGE C. NIER :  
 Assignee :  
 v. : Chancery #7260  
 KURT FREDERICK ROSER, et al. :  
 Defendants :  
 : : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE

Sale #1  
 Sale Price, as reported \$ 72,500.00  
 Interest on \$ 62,500.00 @ 10%  
 from 03/11/83 to 05/18/83  
 68 days @ \$17.12 per day  
 Collected at settlement \$ 684.93  
 Adjust to correct amount 479.23 1,164.16  
 Real property taxes  
 Collected at settlement 39.13 \$ 73,703.29

Sale # 2  
 Sale Price, as reported \$ 240,000.00  
 Interest (see Note A)  
 Real property taxes  
 Collected at settlement 34.29 240,034.29

GROSS AMOUNT AVAILABLE FOR DISTRIBUTION \$ 313,737.58

COMMISSIONS, payable to Fiduciary \$ 15,775.00

ATTORNEY FEE, per Mortgage 2,585.00

EXPENSES OF SALE

Court costs \$ 217.00  
 Advertising  
 Notices of sale  
 Sale of 01/19/83  
 Record-Observer \$ 277.20  
 Sunpapers 734.40  
 Washington Post 686.72  
 Star Democrat 177.76  
 Capital 219.44  
 Sign 30.00  
 Brochures 604.20 2,729.72

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AUDITOR'S ACCOUNT

CHANCERY #7260

PAGE 2

Sale of 03/11/83			
Record-Observer	213.32		
Sunpapers	745.00		
Washington Post	767.00		
Star Democrat	134.30		
Capital	296.30		
Sign	90.00		
Brochures	<u>339.27</u>	2,585.19	
Report of sale		57.75	
Bond premium		1,252.00	
Auctioneer's fee			
Sale of 01/19/83	\$ 100.00		
Sale of 03/11/83			
Parcel #1	181.25		
Parcel #2 (max.)	<u>200.00</u>	481.25	
Real property taxes paid			
Parcel #1			
1981/82	\$ 313.59		
1982/83	349.88		
Parcel #2			
1981/82	186.84		
1982/83	<u>189.63</u>	1,039.94	
Certified mail	<u>5.10</u>	8,367.95	
AUDITOR'S FEE AND COSTS			
Fee for audit (Per Order)	\$ 750.00		
Postage & copies	<u>9.70</u>	<u>759.70</u>	<u>27,487.65-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 286,249.93

AUDITOR'S ACCOUNT

CHANCERY #7260

PAGE 3

INDEBTEDNESS DUE UNDER MORTGAGE (See Report)		
Principal per Statement of Debt	\$ 280,000.00-	
Interest to 11/07/82, per Statement	57,207.93-	
Default Interest, per Statement	6,755.38-	
Less: interest charged on		
\$2,000.00 "Legal fees"	195.01	
Interest on principal at 12.5%		
11/07/82 to 03/11/83		
124 days @ \$ 97.22		<u>12,055.28-</u>
		\$ 355,823.58-
NET CREDIT FROM CREDITOR/PURCHASER		
on 03/11/83 (See Note A)	\$ 212 546.64	
Cancellation of Stock	<u>14,000.00</u>	<u>226,546.64</u>
BALANCE OWED BY DEBTORS after credit		
		\$ 129,276.94-
INTEREST 03/11/83 to 05/10/83		
20 days @ \$ 44.89 (12.5%)	\$ 897.80	
40 days @ \$ 43.09 (12.0%)	<u>1,723.60</u>	2,621.40-
OTHER CREDITS (after 05/10/83)		
Proceeds of Sale	\$ 73,703.29	
Collins sale	14,550.21	
Brown sale	<u>9,615.46</u>	<u>97,868.96</u>
DEFICIT		
		\$ 34 029.38-

Note A: Net amount used by Creditor to discharge responsibilities as sale purchaser for deposit and pre-settlement interest credited as of date of sale in accordance with Weismiller v. Bush, 56 Md.App. 593, and the Report filed in Chancery #7107, which is incorporated by reference in this Audit.

NOTICE

The attached Account was filed on July 20, 1984. Exceptions to the Account must be filed within ten (10) days of that date. If timely exceptions are not filed, 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 #7260. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me at a hearing on September 29, 1983, 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 July 20, 1984, copies of the Auditor's Account, Report and Notice conforming to the requirements of Maryland Rule 2-543 and Second Circuit Rule 12 d were mailed to the following:


George C. Nier, Esquire  
Post Office Box 130  
Denton, Maryland 21629

Kurt Fredrick Roser  
Post Office Box 228  
Queenstown, Maryland 21666

Karen Seward Roser  
Post Office Box 228  
Queenstown, Maryland 21666

Mark S. Devan, Esquire  
614 Bosley Avenue  
Towson, Maryland 21204

J. Melville Townsend, Esquire  
614 Bosley Avenue  
Towson, Maryland 21204



John W. Sause, Jr.  
Auditor

## REPORT OF AUDITOR

On April 19, 1983, the Court ratified the foreclosure sales of two properties made following default under the provisions of an August 6, 1980, Mortgage from Kurt Frederick Roser and Karen Seward Roser ("the Mortgagors") to The Federal Land Bank of Baltimore ("the Mortgagee"). The sales were made by George C. Nier, Esquire ("the Assignee"), to whom the Mortgage had been assigned on November 8, 1982, for the purpose of foreclosure and collection.

On September 9, 1983, the Assignee forwarded the Suggested Account required by Circuit Rule 12 and vouchers for various of the claimed expenses. These documents and the Statement of Debt which had been filed prior to the sale raised a number of questions which were not susceptible of answer by reference to what had been submitted. Among the more important ambiguities: in addition to a stated principal balance due and "Monthly installments [of principal and interest] past due", the Statement of Debt refers to more than \$22,000 in "Miscellaneous items past due" and to "Default interest" of more than \$6,700.00; the attorney fee contained in the Suggested Account is identified as "1% of amount of loan", although such formula does not appear in the Mortgage.

After conferring with the Assignee, who was unable to explain the Mortgagee's accounting methods, we agreed to schedule a hearing under Maryland Rule 595. Notices were sent to the Assignee, the Mortgagors and the attorney who had represented the latter in an unsuccessful attempt to enjoin the foreclosure. In lieu of issuance of formal summons, the Assignee agreed to have representatives of the Mortgagee present to explain the various aspects of the debt claimed.

Prior to the hearing, the Assignee called to indicate that, as the accounting method of the Mortgagee was somewhat unique, presentation of the Mortgagors' account in a traditional principal-interest-credit format would be very time-consuming. However, he readily agreed that certification of the audit was dependent upon an understanding of the amounts due and that he would request that the Mortgagee compile the necessary information. On the day prior to the hearing, the Mortgagors' attorney telephoned to state that he would probably not be present due to a conflict in his schedule.

The hearing was held on September 29, 1983. In attendance were the Assignee, J. E. Jarrell, a regional representative of the Mortgagee, and Marlene Wancowicz, the Applications Support Manager at the Mortgagee's main office. No request was made for the presence of a stenographer; and the proceedings were informal, except as to the following facts which were submitted under oath by Ms Wancowicz:

1. The "Statements of Account" which she brought to the hearing (collectively identified as Audit Exhibit #1) are copies of the statements rendered to the Mortgagors during the period from August 13, 1980, through November 7, 1982.
2. All payments and other credits to which the Mortgagors were entitled during that period are reflected on the Statements.
3. Audit Exhibit #2 is a detailed compilation made by her of the manner in which the various charges shown on the Statements of Account and in the Statement of Debt had been computed and

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correctly indicates changes in interest rates and installment amounts.

4. There was an additional change in the interest rate to 12%, effective March 1, 1983, and would have been first reflected on statements rendered April 1, 1983.

5. Audit Exhibit #3 is a copy of "check order" for a payment made on January 19, 1983, by the Mortgagee on the basis of a statement rendered on January 14, identified as Exhibit 3A.

6. Certain credits (\$24,165.67) were allowed to the Mortgagors in May, June and July of 1983 (Exhibit #4).

Except with respect to the last three matters, Ms Wancowicz was careful to state several times that she had not examined any records of the account after November 8, 1982.

At the hearing, some question arose as to whether the Bankruptcy Court had authorized redemption of stock of the Mortgagee which was owned by the Mortgagors and pledged as additional collateral for the subject loan. A copy of the Order of the Bankruptcy Court was furnished after the hearing and is filed with the Exhibits in this case. In late February, 1984, the Mortgagee furnished proof that the stock had been cancelled and credited to the account.

Other matters which took place at the hearing will be indicated at their proper place in the following discussion, which is limited to those matters as to which there is some variance from what was proposed by the Assignee. The Exhibits mentioned in the Report are filed herewith.

#### Sale proceeds

Sale proceeds in the Account reflect interest on Sale #1 "accounting from date of sale to date of settlement", as set forth in the advertisement of sale. Interest was not charged against the Mortgagee, who was the purchaser of the second property, for reasons stated in Note A of the Account.

#### Attorney fees

The Suggested Account sets forth an attorney fee of \$2,800.00 and is explained by the notation "1% of amount of loan." The Assignee stated informally that, since the Mortgage itself referred to "a fee of at least \$50.00", he had arbitrarily chosen the 1% figure, although his firm was billing the Mortgagee at an hourly rate.

A "check order" submitted as part of Exhibit #3 indicates that \$83.50 was paid to Assignee's firm on December 17, 1982; but as this date is shortly after the filing of the foreclosure and is otherwise unexplained, it would seem that it is reimbursement for expenses (e.g. initial court costs and recordation of the Mortgage assignment) for some of which allowance is made elsewhere in the Audit. No other statement from the Assignee's firm was submitted at the hearing, although eventual billings were estimated to be \$2,000.00.

It is not clear whether it was intended to relate this figure to a charge in that amount reflected on the Statement of Account dated March 17, 1982 (Exhibit #1),

against the entry "Foreclosure" -- although this proceeding was not instituted until almost 8 months later. On Exhibit #2, this charge is labeled "Legal Fee." The charge is included in the Statement of Debt and Suggested Account as a part of "Miscellaneous items past due", which otherwise only include principal and interest on the loan.

At the hearing and in Exhibit #2, Ms Wancowicz described the March 17, 1982, charge as a legal fee; but the Mortgagee could find no evidence that it had actually been paid or that it was based upon any bill rendered. It may not be without significance that Ms Wancowicz also referred at the hearing to a practice of the Mortgagee to make certain book entries of a similar type in order to have them predate anticipated bankruptcy of a mortgagor.

At the hearing the Mortgagee also submitted the statement of the firm of Schwarz and Greenblatt (Exhibit #3A) in the amount of \$2,500.00, plus expenses of \$85.00, for services rendered in connection with a "joint Chapter 11 [bankruptcy] proceeding" of the Mortgagors. Evidence of payment of this amount was submitted (Exhibits #3 and #3-A). The Assignee stated that Mr. Schwartz had estimated that an additional \$785 in fees were due at the time of the hearing.

In the absence of express permission in a mortgage, attorney fees are not payable from the proceeds of a foreclosure sale. Griffith v. Dale, 109 Md. 697, 700. 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.

These rules are reflected in Circuit Rule BR8 c (which the judiciary holds to be in force by reason of Maryland Rule 1 f(4) and f(5), now Rule 1-102):

Where an instrument under which a sale is made provides for the allowance of a counsel fee, the amount thereof shall be charged against the estate in addition to the commissions provided for in this Rule.

The subject Mortgage provides that, following a foreclosure sale:

. . . the proceeds of such sale shall be applied as follows: FIRST, to the repayment of all expenses incident to the sale, including a fee of at least \$50.00, plus a commission to the person making the sale in an amount equal to the commission allowed to trustees for making sale of real estate by virtue of a decree of a court exercising equity jurisdiction in Maryland; SECOND, to the payment of all indebtedness secured hereby, whether matured or unmatured; and THIRD, any surplus shall be distributed to whomsoever may be legally entitled thereto [emphasis supplied].

As earlier noted, the Assignee views the "fee" referred to in the emphasized language of the Mortgage as an attorney fee. In light of the legal requirement for a specific authorization of legal fees, rules of construction which require ambiguities to be resolved against the draftsman of an instrument, and more explicit reference to attorney fees in another part of the instrument (hereafter



discussed), the point is not free of doubt; but, in my opinion, it need not be resolved here.

Both the charge made against the Mortgagors' account on March 17, 1982, and the arbitrary figure supplied in the Suggested Account are unsubstantiated both as to basis and amount. Despite obvious expenditure of effort, the fees due Assignee's firm remain estimates. The Order of Ratification authorizes allowance of "expenses, not personal, for which he [the Assignee] shall produce vouchers to the Auditor." For those reasons, and because I do not understand that allowance of these fees was pressed at the hearing, they have not been allowed in the Audit.

A different result follows with respect to the amounts paid to Schwarz and Greenblatt. Paragraph Eighth of the Mortgage provides that:

. . . if at any time hereafter the Mortgagee shall become a party to any suit or legal proceedings instituted by any third party involving the title of the land hereby conveyed, or in any way affecting the validity or integrity of the loan hereby secured, it is hereby covenanted and agreed that said Mortgagee shall have the right to employ attorneys to represent it in such suit or other legal proceedings, and to pay such attorneys' reasonable fees for legal services rendered, not in excess of five per centum of the principal of the loan hereby secured, and any sum so paid by the Mortgagee shall become a part of the debt hereby secured and shall be payable on demand; with interest from the date of payment at the rate of four percent (4%) per annum above the billing rate then in effect until paid [emphasis supplied].

While the Chapter 11 bankruptcy proceedings in which the Mortgagors are involved are not, strictly speaking, "instituted by any third party", they most certainly are "proceedings . . . in any way affecting the validity or integrity of the loan hereby secured."

It seems to me that a fair reading of the provision indicates a general intention which, while possibly not so broad as to encompass a foreclosure proceeding, allows the mortgagee to be reimbursed for legal expenses incurred in protecting "the validity or integrity of the loan." In that light, the limitation with respect to the party instituting a proceeding may logically be read as modifying only the phrase "involving the title of the land hereby conveyed." The fee of Schwarz & Greenblatt has been allowed in the Audit; but, as the Mortgagee has not invoked its right to interest under the cited provision, it has been disregarded.

#### Advertising

In this case, it appears that a sale scheduled for January 19, 1983, was cancelled because, as stated in a Motion filed by the Assignee on the following day, "your Assignee accepted an offer of settlement minutes before the public auction was to commence . . . and . . . advise[d] all potential bidders that the Foreclosure sale was cancelled." The auctioneer submitted a bill in the amount of \$4,329.72, which included \$2,729.72 for various forms of advertisement and \$1,600 for "Auction Service." A second bill in the amount of \$4,997.69 was submitted with respect to the sale of March 11,

1983, and included \$2,585.19 for various forms of advertisement and \$2,412.50 for "Auction Service."

There is no question in my mind about the fact that the advertising expenses for both the first and second sale dates are allowable in full under the terms of the Mortgage, as expenses related to the sale. See, Arundel Asphalt v. Morrison, 256 Md.170, 175; Griffith v. Dale, 109 Md. 167, 700; Real Est. Trust Co. v. Union Trust Co., 102 Md. 41, 45. Their amount is somewhat unusual, but this was explained by the Assignee to have resulted from an effort to secure bidders from the metropolitan areas of Baltimore and Washington. At very, very least this is a discretionary matter which seems to have been soundly exercised; and, in the absence of the Mortgagors availing themselves of the opportunity to object, the amount of the charges is beyond question. Nor is there basis for objection because the advertising was placed by the auctioneer and the charges included in its billing. That it performed services not contemplated by the Circuit Rule does not destroy the character of the advertising as an "expense."

#### Auctioneer's fees

The Mortgage refers generally to the distribution of sale proceeds "FIRST, to the repayment of all expenses incident to the sale." Expenses, insofar as they relate to auctioneer's fees, are controlled by Circuit Rule BR8 f:

On sales of real, tangible personal and leasehold property under an order of Court, minimum fees shall be allowed an auctioneer for his services as follows:

For the sale of real or leasehold property one-fourth of one percent on the gross sale price, provided that the minimum fee shall not be less than \$25 nor the maximum more than \$200.[,]

For the sale of tangible personal property . . . ,

such maximum limits to be subject to increase by Court order for good cause shown. For these fees, he shall not be required to perform any service prior to the actual sale to attract bidders but only to conduct the bidding at the sale and announce the names of purchasers, and file with the Court a written memorandum of the sale, signed by him, showing the name of the purchaser and the sale price.

To the best of my knowledge, these provisions have been applied without distinction to sales made (as here) under the power of sale provisions of a mortgage, as well as to those more strictly within the Rule because made "under an order of Court", e.g. in accordance with so-called assent to decree provisions.

In the matter of the auctioneer's fees, on the other hand, although the services performed go far beyond the limited activity contemplated by the Rule, in the absence of a Court order (determining at least that such services were not comprehended within what was anticipated as part of the duties for which the Assignee was to receive commissions), this audit is restricted to the formula stated in the Rule,

with the "maximum" which it places upon the "minimum" fees allowed an auctioneer.

The Assignee perhaps too conservatively recognized this limitation in his Suggested Account, for it seems to me that the Rule operated twice to the vendue of March 11, 1983, at which two separate properties were sold to two separate persons. This is plain from the description of the services which the Rule anticipates the auctioneer will perform: "only to conduct the bidding at the sale and announce the names of purchasers, and file with the Court a written memorandum of the sale, signed by him, showing the name of the purchaser and the sale price." These services were performed twice by the auctioneer; and a separate allowance for each is made in the accompanying Audit.

In the case of the sale which was cancelled on January 19, 1983, all of the services contemplated by the Rule were plainly not performed by the auctioneer. By its own terms the Rule is operative only with respect to compensation for services rendered in connection with "sales" of property. In this instance there was no sale but, at the same time, the Assignee could not have given the required notice of sale or been prepared to go forward with the sale until "minutes before the public auction was to commence" unless he had previously engaged the services of an auctioneer. And, implicit in the Rule (and therefore implicitly embraced by the fee which it provides) is the patent fact that, in order to render the services specifically mentioned, the auctioneer must have already incurred time and expense in scheduling and being present at the advertised sale.

It is possible that, Circuit Rule BR8 notwithstanding, the Assignee would not have been entitled to commissions under those circumstances (see, Lakrest Dev. Co. v. Eisele, 258 Md. 45, 49-50), but this is not to say that the auctioneer's expense is to be similarly regarded. Being guided by the maximum allowable in the absence of an order, a fee equal to half of the fee allowable if a sale had been conducted appears appropriate.

#### The mortgage indebtedness

As set forth in Note A of the Audit, the indebtedness is affected by the fact that the Mortgagee was the purchaser of one of the properties. The difficulty lies not there, but in ascertaining the nature and amount of the debt itself.

The payment provisions of the Mortgage have several distinct elements, separated here for clarity:

Initial interest: ". . . Mortgagor has executed and delivered to Mortgagee his promissory note bearing even date herewith, in the amount of Two Hundred Eighty Thousand Dollars (\$280,000.00) with interest at eleven percent (11%) per annum . . ."

Increased interest: ". . . the Bank may increase said interest rate from time to time by giving to the Mortgagor thirty (30) days prior written notice, by ordinary mail, to the last known address of said Mortgagor . . ."

Level-payment plan: ". . . said principal and interest being payable on a repayment plan, the

final installment of which becomes due and payable twenty-five years after the date hereof"

Default interest: ". . . defaulted payments shall bear interest at the rate of four percent (4%) per annum above the billing rate then in effect, until paid . . . ."

The Statement of Debt filed pursuant to Maryland Rule W72 d contains the following (the letters in the right column being added here for future reference):

Unmatured balance as of 11/1/82	\$ 275,931.70	[A]
Accrued interest thru 11/7/82	670.67	[B]
Delinquencies:		
Monthly installments past due	40,580.15	[C]
Miscellaneous items past due	22,025.41	[D]
Default interest @14.5% thru 11/7/82	<u>6,755.38</u>	[E]
 TOTAL DEBT AS OF 11/8/82	 \$ 345,963.31	

Plus per diem interest  
of \$121.02584 for  
each day thereafter

It is something of an understatement to observe that the basis for these charges -- to say nothing of the manner in which they relate to the mortgage contract -- is not immediately apparent.

As explained at the hearing through the testimony of Ms Wancowicz and Exhibits #1 and #2:

1. The Bank operated under the theory of a 30-day month, 360-day year (see, Commercial Law Article, §12-104(1)n).
2. The "regular" interest rate remained at 11% until January 31, 1981; was 12% for the next 7 months; remained at 13% until the end of February, 1982; and dropped to 12.75% for all but the last 37 days preceding foreclosure, when the rate was 12.5%.
3. The amount of the combined principal and interest payment was re-calculated a time when the "regular" interest rate changed; it was always calculated on a 25-year "payout" (Exhibit #2).
4. Over the more than 2 years covered by the statements, only 5 payments, \$21,764.38 in the aggregate, were made by the Mortgagors. The last such payment was September 28, 1981.
5. Then-accrued interest exceeded the amount of each of those payments, with the result that nothing was ever available to be credited against principal.
6. The statements also reflect monthly charges for "default interest" and, in the statement dated March 17, 1982, against the entry

"Foreclosure", the charge (earlier noted in connection with attorney fees) of \$2,000.00.

Two practices -- crediting of principal and interest, when neither was paid, and computation of "default interest" -- require more extended discussion.

#### The handling of principal and interest

It appears from the monthly statements that it was the practice of the Bank to bill the borrower on or about the fifteenth of each month for the payment due on the first of the following month. For example, in the statement dated October 13, 1980, payable November 1, 1980, on a line labeled "Installment", appear the figures "177.67-", "2,566.67" and "2,744.34" which are under columns respectively headed "Loan Balance Not Yet Due", "Interest" and "Charges" -- the last being also the total of the first two and representing the monthly payment of principal and interest.

The distinctive feature of this aspect of the system is the practice of reflecting, as a credit, the portion of the payment due which was allocable to principal whether or not the installment was actually paid. Thus, while the monthly statements reflect that the principal indebtedness is declining, it is in fact being added to a second principal fund, which consisted of:

1. All principal payments which should have, but had not, been paid prior to the date of the statement;
- 2 All regular interest which should have, but had not, been paid prior to the date of the statement;
3. Accumulated "default interest".

This fund (here referred to as the "past due fund") was shown as a separate "Charge" on the statements. For example, on the statement dated September 16, 1981, the opening principal balance was shown as \$278,152.50 (although in fact nothing had been paid against principal), a "Brought Forward" charge of \$21,592.17 (representing the accumulated past due fund), "Default Interest" of \$305.89 and an installment of \$3,157.94 allocable \$144.62 to principal and \$3,013.32 to interest. The new principal balance was shown as \$278,007.88. On the next statement, the "Default Interest" and the unpaid installment of principal and interest have been added to the past due fund for a new forward balance of \$25,056.00.

Similarly, when the Statement of Debt speaks of "Unmatured balance as of 11/1/82", this does not mean the principal balance remaining payable under the loan-- nothing was ever paid on the principal indebtedness -- but indicates the part not yet due under the original payment plan.

#### Default interest

"Default interest" was computed at the regular rate plus 4% (as provided in the Mortgage) from the inception of the loan until February 1982, when it seems to have been reduced to the regular rate plus 2% (Exhibit #2). It was applied to the total of all regular principal and interest payments which should have been paid through the preceding month -- thus compounding the "regular" interest.

Interest was not, however charged upon accumulated "default interest."

The Statement of Debt

The above represents the constituent parts of the amount claimed by the Mortgagee at the time of foreclosure. However, the rather unique bookkeeping system under which the lender operated had one further characteristic. In October 1981, the then-accumulated past due fund -- principal, regular interest, and the \$2,000 legal fee -- was transferred into another category, shown in the Statement of Debt as "Miscellaneous items past due."

Broken down into more traditional statement categories, the \$345,963.31 claimed by the lender at the time of foreclosure may be stated as follows:

Unmatured principal		\$ 275,931.70	[A]
Matured, but unpaid principal			
8/6/80 - 9/30/81		1,992.12	[D]
10/1/81 - 10/31/82		<u>2,076.18</u>	[C]
Total principal due at time of foreclosure		\$ 280,000.00	
Regular interest			
8/6/80 - 9/30/81	\$ 37,491.95		
Less payments	<u>19,458.66-</u>	18,033.29	[D]
10/1/81 - 10/31/82		38,503.97	[C]
11/1/82 - 11/7/82		670.67	[B]
Default interest			
9/1/80 - 9/30/81	\$ 2,305.72		
Less payments	<u>2,305.72-</u>		
10/1/81 - 10/31/82		6,755.38	[E]
Legal fee		<u>2,000.00</u>	[D]
		\$ 345,963.31	

(For comparison purposes, all figures with the same letter in the right column may be added to obtain the aggregate figure denoted by the same letter in the Statement of Debt filed at the inception of this proceeding. For example, all of the above entries noted "C" are shown on the Statement of Debt collectively as "Delinquencies: Monthly installments past due"; all marked "D" are shown on that Statement collectively as "Delinquencies: Miscellaneous items past due".)

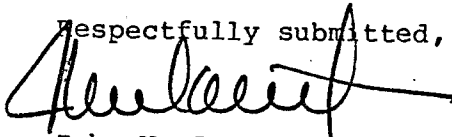
Interest

There seems to be no problem, cognizable in the absence of objection, to the charging of compound interest. See, B.F. Saul Co. v. West End Park, 250 Md. 707, 717; Mobray v. Leckie, 42 Md. 474, 479; Rayner v. Bryson, 29 Md. 473, 483; Boarman v. Patterson, 1 Gill 372, 381. The charge of interest on the unpaid interest portion of "defaulted payments", being specifically authorized by the Mortgage, is allowed. The allowance is subject to a deduction of \$195.01 for "default interest" charged on the "Legal Fee" shown on the statement of March 17, 1982 (Exhibit #2), for the reasons stated under "Attorney fees".

A difficult question arises as to the charging of a higher rate of interest on amounts in default, as the Mortgage specifically authorizes here. Specifically, is this a "penalty" and, if so, properly allowed in equity? Fortunately, it is a question which does not seem to require an answer under the present state of the facts. From ancient time, it has been held that the Auditor is under no obligation to recognize objections which might be made by a party. Dorsey v. Hammond, 1 Bland 463, 469-472; Miller, Equity Jurisprudence, §535.

A final question arises as to the rate of interest allowable from the time of filing of the Statement of Debt until the time referred to in Real Property Article §7-105 (d). According to the proof, the rate was 12.5% at the time of the last entry on the Statement of Debt. Ms Wancowicz testified that the rate changed to 12%, effective on April 1, 1983. Interest has therefore been allowed at 12.5% on all but the last 40 days of the subject period. No attempt was made to determine "defaulted payments" or "default interest" for any period after that shown on the Statement of Debt.

Respectfully submitted,



John W. Sause, Jr.  
Auditor

July 19, 1984

16 Aug 1984

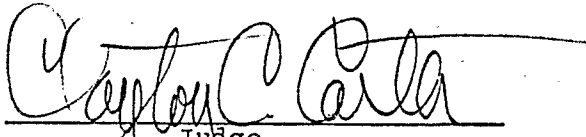
IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

GEORGE C. NIER	:	
Assignee	:	
v.	:	Chancery #7260
KURT FREDERICK ROSER, et al.	:	
Defendants	:	
:	:	:

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor and it appearing from the Auditor's Certification that the requirements of Rule 2-54 (e) have been met, and no exceptions having been filed within 10 days of the date when the Account was filed, it is this <sup>3<sup>rd</sup></sup> day of July, 1984, by the Circuit Court for Queen Anne's County,

ORDERED that the Account of the Auditor is hereby ratified and confirmed, and the Fiduciary shall apply the proceeds accordingly with a due proportion of interest after same has been or may be received.

  
 \_\_\_\_\_  
 Judge

1984 AUG -1 PM 2: 50



ALVIN E. FRIEDMAN  
and  
MARK H. FRIEDMAN, Substitute Trustees  
Plaintiffs

vs.  
JAMES E. CALP, SR.  
and  
PATRICIA CALP, his wife  
Route 1, Box 95 T  
Centreville, Maryland 21617

Defendant(s)

IN THE  
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

7317

FEB 22-83 \* 25517 \*\*\*\*\*60 00  
FEB 22-83 A 25517 \*\*\*\*\*60 00

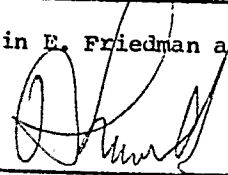
ORDER TO DOCKET SUIT, ETC.

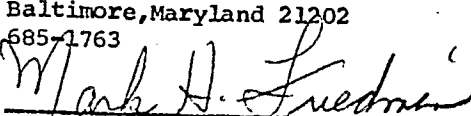
Mr. Clerk:

Please docket suit as above entitled and file therein the original Deed of Trust Note and Deed of Trust from the above named Defendant(s) to William G. Hayward and H. A. Thackston, III, Trustees, dated March 13, 1981, and recorded among the Land Records of Queen Anne's County, in Liber M.W.M.No.173, folio 330, the holder of the indebtedness secured thereby, First Mortgage Corporation, now known as F&M Mortgage Corporation-----, having substituted the above named Plaintiffs, Alvin E. Friedman and Mark H. Friedman, as Substitute Trustees for William G. Hayward and H. A. Thackston, III, by instrument duly executed, acknowledged and recorded among the Land Records of Queen Anne's County----- aforesaid, pursuant to the terms of the Deed of Trust.

Please also docket the Statement of Debt Due under the Deed of Trust and Deed of Trust Note, the Military Affidavit and the Deed of Appointment removing William G. Hayward and H. A. Thackston, III, as Trustees, and the appointment of Alvin E. Friedman and Mark H. Friedman, as Substitute Trustees.

RECEIVED  
CLERK, CIRCUIT COURT  
1983 FEB 22 AM 10:53  
QUEEN ANNE'S COUNTY

  
Alvin E. Friedman, Substitute Trustee  
8th Floor - INA Building  
303 East Fayette Street  
Baltimore, Maryland 21202  
685-1763

  
Mark H. Friedman, Substitute Trustee

LAW OFFICES  
FRIEDMAN,  
GLORIOSO, COHEN  
AND MACFADYEN, P.A.  
EIGHTH FLOOR - INA BUILDING  
303 EAST FAYETTE STREET  
BALTIMORE, MD. 21202

(301) 685-1763



AND UPON THIS FURTHER TRUST, upon any default made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at the rate set forth in the note secured hereby from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their 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 in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or 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; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, their heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

AND in the event of the resignation, death, incapacity, disability, removal, or absence from the State of any Trustee or Trustees, or should either refuse to act or fail to execute this Trust when requested, then any other Trustee shall have all the rights, powers, and authority and be charged with the duties that are hereby conferred or charged upon both; and in such event, or at the option of the holder of the note and with or without cause, the holder of the note is hereby authorized and empowered to appoint, and to substitute and appoint, by an instrument recorded wherever this Deed of Trust is recorded, a Trustee in the place and stead of any Trustee herein named or any succeeding or substitute Trustee, which appointed and Substitute Trustee or Trustees shall have all the rights, powers, and authority and be charged with all the duties that are conferred or charged upon any Trustee or Trustees herein named.

AND the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; *Provided, however*, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, 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, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) 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) 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 Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

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

(III) interest on the note secured hereby; and

(IV) 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. The holder of the note may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments, but in no event shall such "late charge" exceed the limitations imposed by Article 49 of the Annotated Code of Maryland as of the date hereof.

3. That if the total of the payments made by the party of the first part under (b) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the party of the first part, shall be credited on subsequent payments to be made by the party of the first part, or refunded to the party of the first part. If, however, the monthly payments made by the party of the first part under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and

assessments, and insurance premiums as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. 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 shall, in computing the amount of such indebtedness, credit to the account of the party of the first part all payments made under the provisions of (a) of paragraph 2 hereof, which the holder of said note has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) 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 shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and costs, expenses and charges of attorneys for services in any legal proceeding wherein Trustee shall be made a party by reason of this Deed of Trust, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefore 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 on demand, shall bear interest at the rate set forth in the note secured hereby and shall be secured by this Deed of Trust.

5. 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 excepted.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note 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 the note and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. 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.

7. The party of the first part further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within three (3) months from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the three (3) month time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (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 full legal interest.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the party of the first part to the holder of the note secured hereby and shall be paid forthwith to said holder to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. That 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 of funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all 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 set forth in the note secured hereby.

11. That 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.

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

Witness: Robert R. Price, Jr.  
Robert R. Price, Jr.

James E. Calp, Sr. [SEAL]  
James E. Calp, Sr.  
Patricia Calp [SEAL]  
Patricia Calp, his wife  
[SEAL]

STATE OF MARYLAND, QUEEN ANNE'S CO. ss: wit:

I HEREBY CERTIFY, that on this the 13<sup>th</sup> day of March, 1981, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared James E. Calp, Sr. and Patricia Calp, his wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

At the same time, also personally appeared Robert R. Price, Jr., the Agent of the party secured by the foregoing deed of trust, and made oath in due form of law that the consideration of said deed of trust 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 party of the first part 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 this deed of trust by the party of the first part; and he further made oath that he is the agent of the party secured by the foregoing deed of trust and as such is duly authorized to make this affidavit.

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

Mary J. Cecchi  
Notary Public

My commission expires: 7/1/82

RECEIVED FOR RECORD on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ and recorded in Liber No. \_\_\_\_\_ at Folio \_\_\_\_\_ one of the Land Records. Examined by \_\_\_\_\_

Recorder

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

DEED OF TRUST NOTE

FHA CASE NO.

114433

\$ 52,950.00

Centreville, Maryland, March 13, 19 81.

FOR VALUE RECEIVED, the undersigned promise(s) to pay to FIRST MORTGAGE CORPORATION,

a body corporate of the State of Virginia or order, the principal sum of FIFTY-TWO THOUSAND NINE HUNDRED FIFTY -----Dollars (\$ 52,950.00----- ),

with interest from date at the rate of Fourteen ----- per centum (-----14 %), per annum on the unpaid balance until paid. The said principal and interest shall be payable at the office of FIRST MORTGAGE CORPORATION, 1512 Willow Lawn Drive, in Richmond, Virginia 23230

, or at such other place as the holder hereof may designate in writing, in monthly installments of Six Hundred Twenty-seven dollars and thirty-nine cents -----Dollars (\$ 627.39 ----- ),

commencing on the first day of May, 19 81, and 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 April, 2011.

If default be made in the payment of any installments under this Note, and if the default 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.

Presentment, protest, and notice are hereby waived.

Robert M. Price J  
Robert M. Price J

James E. Calp, Sr.  
James E. Calp, Sr.  
Patricia Calp  
Patricia Calp, his wife

SUBSCRIBED and SWORN to before me, the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, this 13th day of March, 1981.

Marcy J. Coe  
Notary Public  
My commission expires: 7-1-82

MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940 AND AMENDMENT THERETO OF OCTOBER 6, 1942

ALVIN E. FRIEDMAN	*	IN THE
and		
MARK H. FRIEDMAN, Substitute Trustees	*	CIRCUIT COURT
Plaintiffs	*	FOR
vs.		
JAMES E. CALP, SR.	*	QUEEN ANNE'S COUNTY
and		IN EQUITY
PATRICIA CALP, his wife	*	7317
Route 1, Box 95 T	*	
Centreville, Maryland 21617	*	
Defendants	*	

MILITARY AFFIDAVIT

STATE OF VIRGINIA, COUNTY OF HENRICO, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State aforesaid, personally appeared WILLIAM H. DIXON, JR., Assistant Vice President of F&M MORTGAGE CORPORATION, formerly known as First Mortgage Corporation, 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(s) is/are not in the military service of the United States;
- (2) said defendant(s) is/are not in the military service of any nation allied with the United States;
- (3) said defendant(s) has/have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended;
- (4) said defendant(s) is/are not members of the Enlisted Reserve Corps. who has/have been ordered to report for military service.

*William H. Dixon, Jr.*  
William H. Dixon, Jr., Affiant

Subscribed and sworn to before me this 7th day of February

1983.

*Virginia D. Lawson*  
Virginia D. Lawson, Notary Public

My Commission Expires: November 7, 1986

LAW OFFICES  
FRIEDMAN,  
GLORIOSO, COHEN  
AND MACFADYEN, P.A.  
EIGHTH FLOOR - INA BUILDING  
303 EAST FAYETTE STREET  
BALTIMORE, MD 21202

(301) 685-1763

ALVIN E. FRIEDMAN	*	IN THE
and	*	
MARK H. FRIEDMAN, Substitute Trustees	*	CIRCUIT COURT
Plaintiffs	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
JAMES E. CALP, SR.	*	
and	*	IN EQUITY
PATRICIA CALP, his wife	*	
Route 1, Box 95 T	*	
Centreville, Maryland 21617	*	7317
Defendant(s)	*	

\* \* \* \* \*

STATEMENT OF DEBT DUE UNDER DEED OF TRUST AND  
DEED OF TRUST NOTE

F&M Loan No. 114433  
Property: Lot 11, Section Two, Lucky Shoe Ranchettes, known as Route 1,  
Box 95 T, Centreville, Maryland 21617

Original Amount of Loan	\$52,950.00
Repaid	168.51
Principal Balance	<u>\$52,781.49</u>
Accumulated Interest to 9/1/82	615.78
Interest from 9/1/82 through 2/14/83	3,339.68
Accumulated Late Charges	<u>147.30</u>
	\$56,884.25
Expense Account <del>Credit</del> /Debit	<u>174.06</u>
Balance Due	\$57,058.31

Fee Simple  
Real Property Taxes: \$ 592.97 paid to 6/30/83  
Daily Interest Rate: \$ 20.22 per day after 2/14/83

STATE OF VIRGINIA, COUNTY OF HENRICO, to wit:

I HEREBY CERTIFY, that on this 7th day of February, 1983, before me, the subscriber, a Notary Public of the State of Virginia aforesaid, personally appeared WILLIAM H. DIXON, JR., Assistant Vice President of F&M Mortgage Corporation, formerly known as First Mortgage Corporation, and Agent of the holder of the trust in the above entitled cause and made oath that the foregoing is a true statement of the debt due under the Deed of Trust Note filed in the said cause remaining due and unpaid to the holder of the trust.

AS WITNESS my hand and Notarial Seal.

*Virginia D. Lawson*  
Virginia D. Lawson, Notary Public

My Commission Expires: November 7, 1986

LAW OFFICES  
FRIEDMAN,  
GLORIOSO, COHEN  
AND MACFADYEN, P.A.  
EIGHTH FLOOR - INA BUILDING  
303 EAST FAYETTE STREET  
BALTIMORE, MD. 21202

(301) 685-1763

THIS DEED OF APPOINTMENT, made this 7th day of February, 1983, by F&M MORTGAGE CORPORATION, formerly known as FIRST MORTGAGE CORPORATION, a corporation organized and existing under the laws of the State of Virginia.

WHEREAS, on March 13, 1981, JAMES E. CALP, SR. and PATRICIA CALP, his wife-----, Borrowers, executed a Deed of Trust unto William G. Hayward and H. A. Thackston, III, covering property known as Lot 11, Section Two, Lucky Shoe Ranchettes, Queen Anne's County, and further known as Route 1, Box 95 T, Centreville, Maryland 21617-----

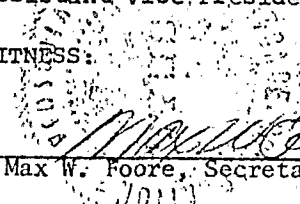
said Deed of Trust being recorded among the Land Records of Queen Anne's County in Liber M.W.M.No. 173, folio 330; and

WHEREAS, the Deed of Trust thus secured a Note in the amount of FIFTY-TWO THOUSAND NINE HUNDRED FIFTY DOLLARS----- (\$ 52,950.00 ) unto First Mortgage Corporation (now known as F&M Mortgage Corporation); and

WHEREAS, the Deed of Trust, pursuant to paragraph two on page two of said Deed of Trust, authorizes the holder of the indebtedness secured by the Deed of Trust, at its option, to remove a Trustee or Trustees and appoint a successor trustee or successor trustees.

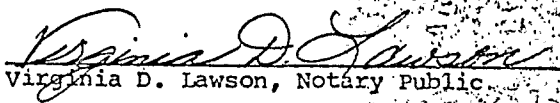
NOW, THEREFORE, by virtue of the authority vested in First Mortgage Corporation, now known as F&M Mortgage Corporation, in said Deed of Trust, and holder of the Note, it does hereby appoint ALVIN E. FRIEDMAN and MARK H. FRIEDMAN, Successor Trustees, in the place and stead of William G. Hayward and H. A. Thackston, III, with all the powers and authority as set forth and granted in the aforesaid Deed of Trust.

WITNESS the corporate seal of F&M Mortgage Corporation, formerly known as First Mortgage Corporation, and the signature of William H. Dixon, Jr., its Assistant Vice President, the day and year first above written.

WITNESS:  F&M MORTGAGE CORPORATION, formerly known as First Mortgage Corporation  
By William H. Dixon, Jr. (SEAL)  
Max W. Foore, Secretary William H. Dixon, Jr., Ass't. Vice Pres.

STATE OF VIRGINIA, COUNTY OF HENRICO, to wit:

I HEREBY CERTIFY, that on this 7th day of February, 1983, before me, the subscriber, a Notary Public of the State of Virginia aforesaid, personally appeared WILLIAM H. DIXON, JR., who acknowledged himself to be the Ass't. Vice President of F&M Mortgage Corporation, formerly known as First Mortgage Corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of said corporation by himself, as such officer.

WITNESS my hand and Notarial Seal.  
  
Virginia D. Lawson, Notary Public

My Commission Expires: November 7, 1986

LAW OFFICES  
FRIEDMAN,  
GLORIOSO, COHEN  
AND MACFADYEN, P.A.  
EIGHTH FLOOR - INA BUILDING  
303 EAST FAYETTE STREET  
BALTIMORE, MD 21202  
13011 685-1763

RECEIVED  
CLERK, CLERK OF COURT  
1983 FEB 22 AM 10:52  
QUEEN ANNE'S COUNTY

FEB 22-83 \* 25516 \*\*\*\*\*13 00  
FEB 22-83 A 25516 \*\*\*\*\*13 00

LIBRA 193 449



IN THE CIRCUIT COURT OF  
STATE OF MARYLAND

QUEEN ANNE'S COUNTY

CERTIFIED COPY OF  
POWER OF ATTORNEY  
ATTACHED

Alvin E. Friedman  
and  
Mark H. Friedman, Substitute Trustees

BOND OF TRUSTEE  
TO SELL REAL ESTATE  
UNDER DEED OF TRUST

vs.

James E. Calp, Sr.  
and  
Patricia Calp, his wife

Equity No. 7317

KNOW ALL MEN BY THESE PRESENTS: That we, Alvin E. Friedman & Mark H. Friedman, Substitute Trustees, 303 E. Fayette St., Baltimore, Maryland 21202

and the St. Paul Fire and Marine Insurance Company as Principal, a body corporate under the laws of the State of Minnesota as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Sixty thousand and 00/100----- Dollars (\$ 60,000.00--), 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 24th day of March in the year of our Lord, nineteen hundred and eighty-three.

WHEREAS, the above bounden Alvin E. Friedman & Mark H. Friedman, Substitute Trustees by virtue of the power contained in a Deed of Trust from James E. Calp, Sr. and Patricia Calp, his wife to William G. Hayward and H.A. Thackston, III, Trustees bearing date of 13th day of May, 19 81 and recorded among the Land Records of Queen Anne's County, 19 81 and recorded in Liber MWM No. 173 Folio 330 and

by appointment of Substitute Trustees dated 2/7/83 and recorded among the aforesaid land records prior hereto wherein said Substitute Trustees replace Trustees of record 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 Principals 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.

*[Signature]* (SEAL)  
Alvin E. Friedman

Signed, sealed and delivered  
in the presence of

1983 MAR 31 11:26  
*[Signature]* (SEAL)  
Mark H. Friedman

*[Signature]* (SEAL)  
Shirley J. Sampson, as to principals St. Paul Fire and Marine Insurance Company

*[Signature]*  
Witness as to Surety  
*[Signature]*  
Bond Approved & Surety filed March 31, 1983

By *[Signature]*  
Marie A. Rosendale  
Attorney-in-fact

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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MAM No. 3, folio 316, 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 April, 1983.

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

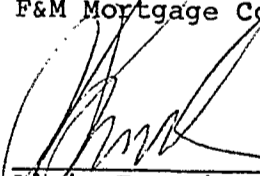
ALVIN E. FRIEDMAN	*	
and		
MARK H. FRIEDMAN, Substitute Trustees	*	IN THE
Plaintiffs	*	CIRCUIT COURT
vs.	*	FOR
JAMES E. CALP, SR.	*	QUEEN ANNE'S COUNTY
and		
PATRICIA CALP, his wife	*	IN EQUITY
Defendants	*	Equity No. 7317

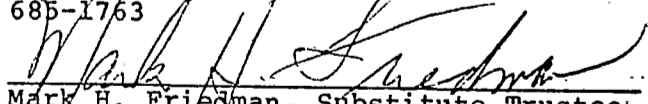
\* \* \* \* \*

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Alvin E. Friedman and Mark H. Friedman, Substitute Trustees by Deed of Appointment dated February 7, 1983 and filed in the above entitled cause, respectfully shows, that after giving bond with security for the faithful discharge of their trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Queen Anne Record Observer, a daily newspaper published in Queen Anne's County for more than three successive weeks preceding the day of sale, said Substitute Trustees, Alvin E. Friedman and Mark H. Friedman, did pursuant to said notice on Monday, April 4, 1983 at 1:00 P.M., attend on the premises and then and there sold the property known as Lot 11, Section Two, Lucky Shoe Ranchettes, a/k/a Route 1, Box 95 T, Centreville, Maryland unto F&M Mortgage Corporation, at and for the price of \$59,200.00.

  
 Alvin E. Friedman, Substitute Trustee  
 8th Floor - INA Building  
 303 East Fayette Street  
 Baltimore, Maryland 21202  
 685-1763

  
 Mark H. Friedman, Substitute Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 7th day of April, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally

RECEIVED  
 CLERK, CIRCUIT COURT

1983 APR -8 AM 10:54

QUEEN ANNE'S COUNTY

- 1 -

LIBER 16 PAGE 199

LAW OFFICES  
 FRIEDMAN,  
 GLORIOSO, COHEN  
 AND MACFADYEN, P.A.  
 EIGHTH FLOOR - INA BUILDING  
 303 EAST FAYETTE STREET  
 BALTIMORE, MD 21202

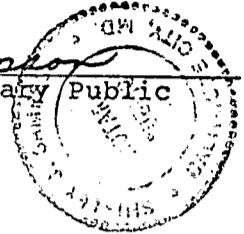
(301) 685-1763

LIBER 16 PAGE 260

appeared ALVIN E. FRIEDMAN and MARK H. FRIEDMAN, Substitute Trustees, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

*Shirley J. Sampson*  
Shirley J. Sampson, Notary Public



My Commission Expires: July 1, 1986

LAW OFFICES  
FRIEDMAN,  
GLORIOSO, COHEN  
AND MACFADYEN, P.A.  
EIGHTH FLOOR - INA BUILDING  
303 EAST FAYETTE STREET  
BALTIMORE, MD 21202

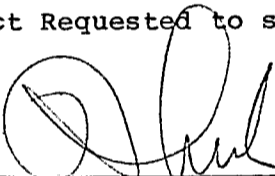
(301) 685-1763

ALVIN E. FRIEDMAN	*	
and		
MARK H. FRIEDMAN, Substitute Trustees	*	IN THE
Plaintiffs	*	CIRCUIT COURT
vs.	*	FOR
JAMES E. CALP, SR.	*	QUEEN ANNE'S COUNTY
and		
PATRICIA CALP, his wife	*	IN EQUITY
Defendants	*	Equity No. 7317

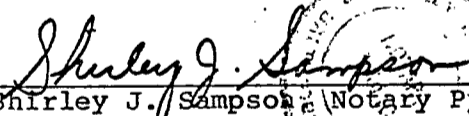
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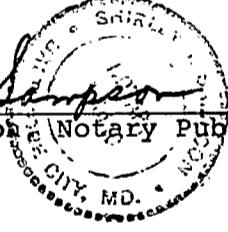
AFFIDAVIT OF NOTICE

I, the undersigned, Alvin E. Friedman, Substitute Trustee in the above entitled case, do hereby certify that foreclosure proceedings were filed in the Circuit Court for Queen Anne's County, In Equity, on February 22, 1983; and that thereafter, pursuant to Maryland Rule W74 Section 2 b effective November 1, 1969, notice of the time, place, manner and terms of sale was sent by Certified Mail-Return Receipt Requested to said Defendants, at their last known address.

  
 \_\_\_\_\_  
 Alvin E. Friedman, Substitute Trustee  
 8th Floor - INA Building  
 303 East Fayette Street  
 Baltimore, Maryland 21202  
 685-1763

Signed and sworn to this 7th day of April, 1983.

  
 \_\_\_\_\_  
 Shirley J. Sampson, Notary Public



My Commission Expires: July 1, 1986

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 1983 APR -8 AM 10:54  
 QUEEN ANNE'S COUNTY.

LAW OFFICES  
 FRIEDMAN,  
 GLORIOSO, COHEN  
 AND MACFADYEN, P.A.  
 EIGHTH FLOOR - INA BUILDING  
 303 EAST FAYETTE STREET  
 BALTIMORE, MD 21202

(301) 685-1763

JUDICIAL SALES • REAL ESTATE SALES • MERCHANDISE SALES • APPRAISALS

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

JOSEPH A. COOPER  
President  
RES. 484-4987

PLEASE NOTE - NEW ADDRESS  
208 YORK ROAD  
TOWSON, MD. 21204

~~345 N. CHARLES STREET  
BALTIMORE, MD. 21201~~

OFFICE: 752-4868

REPORT OF SALE

PROPERTY: Lot 11, Section Two, Lucky Shoe  
Ranchettes, a/k/a Rt. 1, Box 95T  
Queen Anne County, Maryland

SOLD TO: F & M Mortgage  
By Alvin E. Friedman, Agent

ADDRESS: 303 E. Fayette Street  
Baltimore, Maryland 21202

AMOUNT OF SALE: \$59,200

DEPOSIT: WAIVED

RECEIVED  
CLERK, CIRCUIT COURT  
1983 APR -8 AM 10:55  
QUEEN ANNE'S COUNTY

Very truly yours,  
ALEX COOPER AUCTIONEERS, INC.

By: *Debbie A. Todd*

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

PLEASE NOTE - NEW ADDRESS  
908 YORK ROAD  
TOWSON, MD. 21204

~~215 N. CHARLES STREET~~  
~~BALTIMORE, MD. 21201~~  
OFFICE: 752-4868

STATE OF MARYLAND, CITY OF BALTIMORE Set:

I HEREBY CERTIFY, that on this 4<sup>th</sup> Day of April, 1983,  
before me, the subscriber, a Notary Public of the State of Maryland in and for  
~~Baltimore City,~~ personally appeared  
Baltimore County

Alvin E. Friedman on behalf of F + M Mortgage

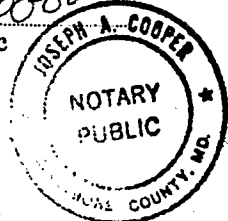
purchaser/s at the foreclosure sale in this cause, and made oath in due form of law  
that he/they—is/are the purchaser/s and purchased same as principal and not as an  
agent for anyone, or he/they—purchased same—as agent—and his/their—principal is

....., and that he/they has/have not directly or indirectly  
discouraged anyone from bidding for the said Lot 11, Section Two Lucky Shoe Ranchettes  
mentioned in the said Report of Sale. AKIA Rt. 1, Box 95T

[Signature]  
Purchaser  
[Signature]  
Purchaser

RECEIVED  
CLERK, CIRCUIT COURT  
1983 APR -8 AM 10:55  
QUEEN ANNE'S COUNTY

(SEAL) Joseph A. Cooper  
Notary Public



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

PLEASE NOTE - NEW ADDRESS  
908 YORK ROAD  
TOWSON, MD. 21204

~~945 N. CHARLES STREET  
BALTIMORE, MD. 21201~~

OFFICE: 752-4868

Alvin E. Friedman and  
Mark H. Friedman, Substitute Trustees  
vs.  
James E. Calp, Sr. and  
Patricia Calp, his wife

IN THE  
CIRCUIT COURT  
OF

~~BALTIMORE CITY~~  
QUEEN ANNE COUNTY  
IN EQUITY  
Equity No. 7317

AUCTIONEER'S AFFIDAVIT

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

ALEX COOPER AUCTIONEERS, INC.

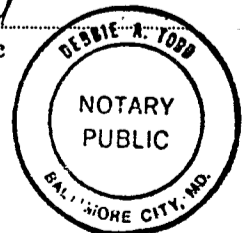
By: Joseph A. Cooper  
Joseph A. Cooper

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by

Joseph A. Cooper this 4th Day of April, 1983.

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CLERK, CIRCUIT COURT  
1983 APR -8 AM 10:55  
QUEEN ANNE'S COUNTY

Debbie A. Topf  
Notary Public



MEMBER OF AUCTIONEERS

ASSOCIATION OF MARYLAND, INC.

LIFER

10 PAGE 205

## ORDER NISI ON SALE

ALVIN E. FRIEDMAN, et al.,  
Substitute Trustees

vs.

JAMES E. CALP, SR. and  
PATRICIA CALP, his wife

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

Cause No. 7317

ORDERED, this 8th day of April, 1983, that the sale of the real property, made and reported in this cause by Alvin E. Friedman and Mark H. Friedman, Substitute Trustees, be ratified and confirmed, on or after the 12th day of May, 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 5th day of May, 1983.

The report states the amount of sales to be \$59,200.00.

*Marguerite D. Rankin* Clerk

Filed April 8, 1983

REC'D  
CLERK. CIRCUIT  
1983 APR 19 8 10-09  
QUEEN ANNE'S COUNTY

**We Hereby Certify**

That the annexed advertisement of  
Lucky shoe ranchettes  
Calp  
was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 4th day of April 1983.  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 16th day of  
March 1983, and the last  
insertion on the 30th day of  
March 1983.

Publishers, Record Observer  
Per [Signature]

Friedman, Glorioso, Cohen & MacFadyen  
Solicitors  
13 E. Fayette Street  
Baltimore, Maryland 21202

**Substituted  
Trustee's Sale**

OF  
VALUABLE FEE-SIMPLE PROPERTY  
LOT 11, SECTION TWO  
LUCKY SHOE RANCHETTES  
a/k/a/ ROUTE 1, BOX 55 T  
CENTREVILLE, QUEEN ANNE COUNTY,  
MARYLAND

Under and by virtue of the power of sale contained in a certain Deed of Trust from James E. Calp, Sr. and Patricia Calp, his wife to William G. Hayward and H. A. Thackston, III, Trustees, dated March 13, 1981 and recorded in Liber M.W.M. No. 173, folio 330, among the Land Records of Queen Anne County, Maryland the holder of the indebtedness secured by the Deed of Trust having appointed Alvin E. Friedman and Mark H. Friedman, 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 offer for sale at public auction on the premises, on

**Mon., April 4, 1983**  
AT 1:00 O'CLOCK P.M.

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS THEREON situate in Queen Anne County, Maryland and described as follows:

ALL that lot or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, known and designated as Lot No. 11, Section Two, Lucky Shoe Ranchettes, as set forth and shown on a plat by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, entitled "Section Two, Lucky Shoe Ranchettes" dated June 10, 1976, a copy of which is recorded among the Land Records of Queen Anne's County in Plat Book C.W.C. No. 3, folio 14.

The property is in fee-simple and improved by a one-story dwelling with aluminum siding containing living room, dining area, kitchen, 3 bedrooms, 1 bath, laundry area and electric baseboard heat.

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

Terms of Sale: A cash deposit or certified check for \$5,500 at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Queen Anne 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 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 shall be borne by the purchaser.

Alvin E. Friedman  
Mark H. Friedman  
Substituted Trustees

ALEX COOPER AUCTS., INC.  
908 YORK ROAD  
TOWSON, MARYLAND 21204  
301-828-4838

RO-3-16-31-039

Centreville, Md. 5/4 19 83

RECORDED  
CLERK U.S. DISTRICT COURT  
1983 AUG 25 PM 3:16

### We Hereby Certify

That the annexed advertisement of  
James E. Calp, Sr.  
 Cause No. 7317  
 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 May 19 83.  
 And that the first insertion of said ad-  
 vertisement in the said RECORD  
 OBSERVER was on the 20th day of  
April 19 83, and the last  
 insertion on the 4th day of  
May 19 83.

Publishers, Record Observer  
 Per *Marguerite W. Mankin*

QUEEN ANNE'S COUNTY  
 ORDER IN EQUITY  
 ON SALE  
 ALVIN E. FRIEDMAN, et  
 al., Substitute Trustees  
 vs.  
 JAMES E. CALP, SR.  
 AND PATRICIA CALP, his  
 wife  
 In the Circuit Court  
 for  
 Queen Anne's County  
 In Equity  
 Cause No. 7317  
 ORDERED, this 8th day  
 of April, 1983, that the sale  
 of the real property, made  
 and reported in this cause  
 by Alvin E. Friedman and  
 Mark H. Friedman, Sub-  
 stitute Trustees, be retified  
 and confirmed, on or after  
 the 12th day of May, 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 5th day of May,  
 1983.  
 The report states the  
 amount of sales to be  
 \$59,200.00  
 Marguerite W. Mankin  
 Clerk  
 True Copy, Test:  
 Marguerite W. Menkin  
 Clerk  
 By: Betty M. Comegys  
 Deputy Clerk  
 Filed April 8, 1983  
 RC-4-20-3t-026

ALVIN E. FRIEDMAN  
and  
MARK H. FRIEDMAN, Substitute Trustees  
Plaintiffs

vs.

JAMES E. CALP, SR.  
and  
PATRICIA CALP, his wife  
Defendants

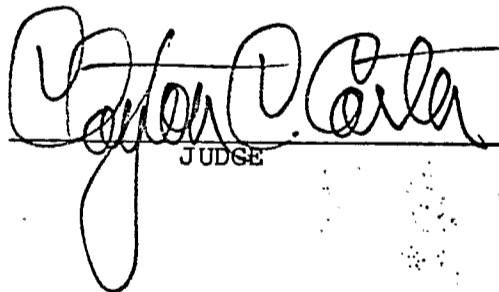
\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* Equity No. 7317  
\*

\* \* \* \* \*

FINAL ORDER

ORDERED, this 8th day of Sept., 1983, by the CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, IN EQUITY, that the Substitute Trustees' sale of the property mentioned in these proceedings, made and reported by the Substitute 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 Order NiSi passed in said cause; and that the Substitute Trustees are allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor.

CLERK OF COURT  
1983 SEP -9 AM 10:16  
QUEEN ANNE'S COUNTY

  
JUDGE

LAW OFFICES  
FRIEDMAN,  
GLORIOSO, COHEN  
AND MACFADYEN, P.A.  
EIGHTH FLOOR - INA BUILDING  
303 EAST FAYETTE STREET  
BALTIMORE, MD 21202

(301) 685-1763

ALVIN E. FRIEDMAN	*	
and		
MARK H. FRIEDMAN, Substitute Trustees	*	IN THE
Plaintiffs	*	CIRCUIT COURT
vs.	*	FOR
JAMES E. CALP, SR.	*	QUEEN ANNE'S COUNTY
and		
PATRICIA A. CALP, his wife	*	Equity No. 7317
Defendants	*	

\* \* \* \* \*

AFFIDAVIT AS TO DISBURSEMENT OF FUNDS

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 6th day of October, 1983, before me, the undersigned, a Notary Public of the State of Maryland aforesaid, personally appeared ALVIN E. FRIEDMAN and MARK H. FRIEDMAN, Substitute Trustees, known to me (or satisfactorily proven) to be the persons named as Substitute Trustees in the above captioned case, and they made oath in due form of law as follows:

That they have examined or caused to be examined all appropriate public records and that based upon said examination, they believe the distribution of the funds should be authorized as set forth in the suggested accounting; and further that they find no further distribution should be made.

WITNESS my hand and Notarial Seal.

Alvin E. Friedman,  
Substitute Trustee

Mark H. Friedman  
Mark H. Friedman,  
Substitute Trustee

Shirley J. Sampson  
Shirley J. Sampson  
Notary Public



My Commission Expires:  
July 1, 1986

LAW OFFICES  
FRIEDMAN,  
GLORIOSO, COHEN  
AND MACFADYEN, P.A.  
EIGHTH FLOOR - INA BUILDING  
303 EAST FAYETTE STREET  
BALTIMORE, MD. 21202

(301) 685-1763

1983 OCT 11 AM 11:49  
JULIA ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ALVIN E. FRIEDMAN  
MARK H. FRIEDMAN

v.

JAMES E. CALP  
PATRICIA CALP

Chancery #7317

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		\$ 59,200.00	
Interest (Note A)			
Real property taxes \$ 592.97			
from 04/04 to 06/30/83		<u>141.46</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 59,341.46
COMMISSIONS, payable to Fiduciary	\$	592.00	
ATTORNEY FEE, as per Deed of Trust		89.55	
EXPENSES OF SALE			
Court costs	\$	150.50	
Advertising			
Notices of sale			
Record-Observer		184.80	
Sunpapers		207.99	
Report of sale		50.82	
Bond premium		180.00	
Auctioneer's fee		100.00	
Certified mail		<u>1.65</u>	
		875.76	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$	45.00	
Postage & copies		<u>1.19</u>	
		<u>46.19</u>	<u>1,603.50-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 57,737.96
INDEBTEDNESS DUE UNDER DEED OF TRUST			
Principal per Statement of Debt	\$	52,781.49-	
Interest to 02/14/83, per Statement		3,955.46-	
Late charges, per Statement		147.30-	
Escrow debit, per Statement		174.06-	
Interest on principal at 14%			
02/15/83 to 04/04/83 49 days @ \$ 20.24		<u>991.76-</u>	
			\$ 58,050.07-
NET CREDIT FROM CREDITOR/PURCHASER			
on 04/04/83 (See Note A)			<u>57,737.96</u>
BALANCE OWED BY DEBTORS after credit on 04/04/83	\$		312.11-
INTEREST 04/04/83 to 06/03/83			
60 days @ 12¢			<u>7.20-</u>
DEFICIT	\$		319.31-

Note A: 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.

NOTICE

The attached Account was filed on November 22nd, 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 #7317. 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.

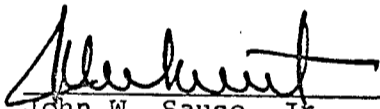
I further certify that on November 22nd, 1983, copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 595 g and Second Circuit Rule 12 d were mailed to the following:

Alvin E. Friedman, Esquire  
Mark H. Friedman, Esquire  
303 East Fayette Street  
Baltimore, Maryland 21202

James E. Calp  
Route 1 Box 95T  
Centreville, Maryland 21617

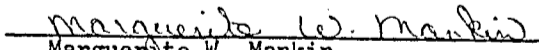
Patricia Calp  
Route 1 Box 95T  
Centreville, Maryland 21617

CLERK OF COURT  
1983 NOV 22 PM 1:34  
GOVERNOR'S COUNTY

  
John W. Sause, Jr.  
Auditor

NISI RATIFICATION OF AUDIT

ORDERED this 22nd 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 8th 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.

  
Marguerite W. Mankin Clerk

Filed: November 22nd, 1983



	*	IN THE CIRCUIT COURT
<u>ALVIN E. FRIEDMAN, Sub. Tr., et al.</u>	*	FOR QUEEN ANNE'S COUNTY
	*	IN EQUITY
vs.	*	No. <u>7317</u>
	*	
<u>JAMES E. CALP, SR., et al.</u>	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 8th day of December, 1983,  
 by the Court that the account of the Auditor is finally ratified and  
 confirmed, and Alvin E. Friedman, Sub. Tr., et al. ~~XXXXXXXXXXXXXXXXXXXX~~  
 is directed to apply the proceeds accordingly, with a due proportion of  
 interest as the same has been or may be received.

Marguerite H. Mankin Clerk

Filed December 8, 1983

16 214

KEVIN QUINN  
Post Office Box 387  
Stevensville, MD 21666

Plaintiff

vs.

DANIEL LEE JONES  
335 North Lake Drive  
Stevensville, MD 21666

- and -

SANDRA LUCY DOGGETT  
c/o Westinghouse Electric Corp.  
7249 National Drive  
Hanover, MD

Defendants

\*\*\*\*\*

IN THE

CIRCUIT COURT

FOR

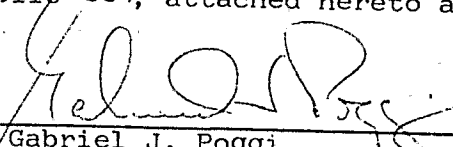
QUEEN ANNE'S COUNTY

EQUITY NO. 7198

Mr. Clerk:

SEARCHED 2/27/81 \*\*\*\*\*60 NO  
SERIALIZED 4/27/81 \*\*\*\*\*60 NO

Please docket the above entitled case and file the Land  
Installment Contract by and between Kevin Quinn, as vendor and  
Daniel Lee Jones and Sandra Lucy Doggett, as vendees, dated  
April 27, 1981 and recorded among the Land Records of Queen Anne's  
County in Liber M.W.M. 174 , folio 554, attached hereto as Exhibit A.

  
\_\_\_\_\_  
Gabriel J. Poggi  
Attorney for Plaintiff/Vendor  
7 Central Avenue  
Glen Burnie, Maryland 21061

CLERK OF COURT  
1982 AUG 27 AM 9:32  
QUEEN ANNE'S COUNTY

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT INDEPENDENT LEGAL ADVICE.

LAND INSTALLMENT CONTRACT

THIS AGREEMENT OF SALE, made this 27th day of April, 1981, by and between KEVIN QUINN, hereinafter referred to as "Seller" and DANIEL LEE JONES, JR. and SANDRA LUCY DOGGETT, hereinafter collectively 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 real property situate and lying in Queen Anne's County, State of Maryland, and known as and described as follows: One half of Lot 48 and Lot 49, Block Y, Section 3, Kent Island Estates.

The consideration shall be as follows:

1. <u>Purchase Price:</u>		\$25,990.00
2. <u>Settlement Costs:</u>		
a. Recordation costs		30.00
b. 1980-81 Real Property Taxes (4/27/81 to 6/30/81 at \$.32 per day)		21.12
c. 1981-82 Real Property Taxes (\$115.46 escrowed in advance)		115.46
d. Interest (\$5.48 per diem) 4/27/81 to 5/15/81		<u>98.64</u>
TOTAL COST TO BUYER -----		\$26,255.22
Less deposit received	\$ 990.00	
Less amount to be financed	<u>25,000.00</u>	<u>25,990.00</u>
AMOUNT DUE AT SETTLEMENT-----		\$ 265.22

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

1982 AUG 27 AM 9:32  
QUEEN ANNE'S COUNTY

LIBER 15 PAGE 215

eleven (11) consecutive monthly installments of One Hundred Eighty Three and 45/100 Dollars (\$183.45) 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 <sup>June</sup> May, 1981.

*S. D. K. N. G.*  
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) interest on the unpaid balance owed by the Buyer, and (b) to the principal balance owed by the Buyer in the same ratio as a mortgage for Twenty Five Thousand Dollars (\$25,000.00), bearing interest at the rate of 8% per annum, amortized over a period of thirty (30) 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 days after a sum equal to eleven (11) consecutive monthly payments of One Hundred Eighty Three and 45/100 Dollars (\$183.45) has been paid to Seller by Buyer or (b) thirty days after 30% of the principal balance has been paid by Buyer to Seller, whichever occurs first.

Annual property taxes shall be held in escrow by Seller until said taxes are due. Seller shall bill Buyer for any increase in said taxes over the sum set forth herein and held in escrow. Any additional taxes shall be paid by the Buyer to Seller within fifteen days of the billing date.

The present property expenses are as follows:

1. Annual real property taxes for year 1980-81 - \$115.46

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. 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 4/27/81. 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. 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:

*Handwritten notes:*  
To Mr. Quinn  
To Mr. Jones  
To Mrs. Doggett

*Kevin Quinn* (SEAL)

Kevin Quinn, Seller

*Daniel Lee Jones, Jr.* (SEAL)

Daniel Lee Jones, Jr., Buyer

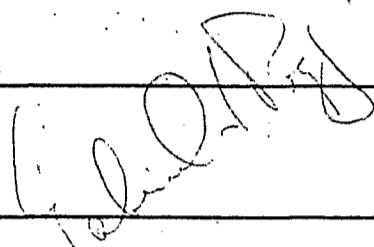
*Sandra Lucy Doggett* (SEAL)

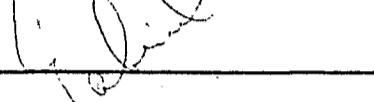
Sandra Lucy Doggett, Buyer

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

Witness:


\_\_\_\_\_  
Daniel Lee Jones, Jr., Buyer (SEAL)

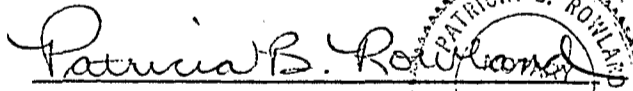

\_\_\_\_\_  
Sandra Lucy Doggett, Buyer (SEAL)


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 27<sup>th</sup> day of April, 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, Notary Public

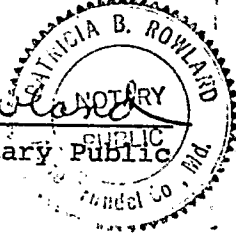


My commission expires: 7/1/82

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of April, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DANIEL LEE JONES, JR. and SANDRA LUCY DOGGETT, 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  


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 27<sup>th</sup> day of April, 1981.

WITNESS:

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_

*Daniel Lee Jones, Jr.* (SEAL)  
Daniel Lee Jones, Jr.

*Sandra Lucy Doggett* (SEAL)  
Sandra Lucy Doggett

RECEIVED BY  
CLERK OF COURT  
1981 APR 28 AM 9:54  
QUEEN ANNE'S COUNTY

APR 28 81 AM 9:54  
APR 28 81 AM 9:54

KEVIN QUINN	*	IN THE
Plaintiff	*	
vs.	*	CIRCUIT COURT
DANIEL LEE JONES	*	FOR
-And-	*	QUEEN ANNE'S COUNTY
SANDRA LUCY DOGGETT	*	EQUITY NO. 7198
Defendants	*	

\*\*\*\*\*

STATEMENT OF DEBT

Statement of Claim of Kevin Quinn, Vendor/Plaintiff, pursuant to the Land Installment Contract between said Vendor/Plaintiff and Daniel Lee Jones and Sandra Lucy Doggett, as Vendees, the afore-said Land Installment Contract being dated April 27, 1981, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. 174, folio 554:

Principal Balance Due 5/15/82 . . . . .	\$24,791.03
Interest from 5/15/82 to 8/14/82 . . . . .	499.89
Real property taxes 1982-83 . . . . .	134.59
	<u>\$25,425.51</u>
Less Escrow Balance . . . . .	\$ .57
Plus per diem interest of \$5.43 from 8/15/82. . . . .	<u>\$25,424.94</u>

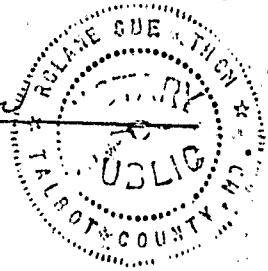
*Kevin Quinn*  
Kevin Quinn

STATEMENT OF MARYLAND, ~~ANNE ARUNDEL~~ TALBOT COUNTY, to wit:

I HEREBY CERTIFY that on this 27<sup>th</sup> day of August, 1982 before me, the subscriber, a Notary Public of the State and County afore-said, 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.

*Rolene Sue Phom*  
Notary Public



My Commission Expires: July 1, 1986  
1982 AUG 27 AM 9:33  
QUEEN ANNE'S COUNTY

KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
DANIEL LEE JONES	*	QUEEN ANNE'S COUNTY
- And -	*	EQUITY NO. 1198
SANDRA LUCY DOGGETT	*	
Defendants	*	

\*\*\*\*\*

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, <sup>Talbot</sup>~~ANNE ARUNDEL~~ COUNTY, to wit:

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of August, 1982, before me, the subscriber, a Notary Public of the State and County afore-said, personally appeared Kevin Quinn and made oath in due form of law, that he knows the Defendants herein and that to the best of his information, knowledge and belief:

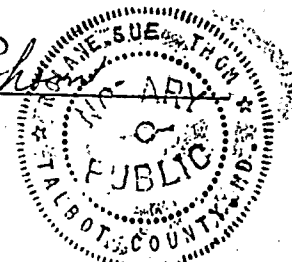
1. Said Defendants are not in the Military Service of the United States of America;
2. Said Defendants are not in the Military Service of any nation allied with the United States of America;
3. Said Defendants have not been ordered to report for induction under the Selective Training and Service Act;
4. Said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for Military Service.

*Kevin Quinn*  
 \_\_\_\_\_  
 Kevin Quinn

Sworn to and subscribed to before me the day and year first above written.

RECEIVED  
 CLEAN SHEET  
 My Commission Expires: <sup>9:33</sup> July 1, 1986  
 QUEEN ANNE'S COUNTY

*Rolene Sue Ph...*  
 \_\_\_\_\_  
 Notary Public



KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
DANIEL LEE JONES	*	QUEEN ANNE'S COUNTY
-And-	*	
SANDRA LUCY DOGGETT	*	EQUITY NO. 7198
Defendants	*	

\*\*\*\*\*

AFFIDAVIT UNDER MARYLAND RULE W79 (b)

STATE OF MARYLAND  
COUNTY OF ANNE ARUNDEL SS:

I HEREBY CERTIFY, that on this 31st day of August, 1982, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Kevin Quinn, Plaintiff in the above entitled case, and he made oath in due form of law that on June 21, 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 a copy of which is attached hereto.

*Sandra D. Hall*  
\_\_\_\_\_  
Notary Public

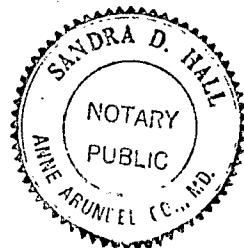
My Commission Expires:

*July 1, 1986*

**FILED**

SEP 7 1982

CIRCUIT COURT  
QUEEN ANNE'S CO.



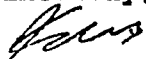
KEVIN QUINN  
PO Box 387  
Stevensville, MD 21666  
643-2256  
June 21st, 1982

Mr. Dan Jones and Ms. Sandra Doggett  
335 North Lake Drive  
Stevensville, MD 21666

Dear Mr. Jones and Ms. Doggett:

As you know your Land Installment Contract, dated April 27th, 1982, was due and payable on or before June 15th, 1982. I have not been paid off as per our Land Installment Contract, so I am hereby notifying you that the money due me, which is Twenty-four Thousand, Seven Hundred and Ninety Dollars and Forty-six Cents ( \$24,790.46 ), be paid to me within Thirty ( 30 ) days from the receipt of this letter, or, I will have no alternative but to start Foreclosure Proceedings.

If you should have any questions in regards to this matter, please, do not hesitate to call me.

Sincerely,  
  
Kevin Quinn

KQ/bmc

P31 7551200

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE ON REGISTERED MAIL  
NOT FOR INTER-STATE MAIL  
(SEE FEES)

RECIPIENT  
DAN JONES AND SANDRA DESSA  
335 North Lake Drive  
Stevensville - MD 21156

POSTAGE  
CERTIFIED FEE \$ 20  
SPECIAL DELIVERY \$ 75  
RETURN RECEIPT SERVICE \$ 60  
OPTIONAL SERVICES  
CONSULT POSTMASTER FOR FEES

TOTAL POSTAGE \$ 155  
POSTMARK OF POST OFFICE

PS Form 3800, April 1976

PS Form 3811, Aug. 1978

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

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:  
 DAN JONES AND SANDRA DESSA  
 335 North Lake Drive  
 Stevensville - MD 21156

REGISTERED NO. 1 21156 NO. 21156 INSURABLE NO. 21156

(Always obtain signature of addressee or agent)  
 I have received the article described above.  
 SIGNATURE *Dan Jones* Address  Address  Authorized agent

DATE OF DELIVERY: 7/15/78  
 POSTMARK: STEVENSVILLE, MD 21156  
 USPO

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE:  
 CHECKS IN MAIL

4 of 4-78-78-200



KEVIN QUINN	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
DANIEL LEE JONES	*	QUEEN ANNE'S COUNTY
-And-	*	
SANDRA LUCY DOGGETT	*	EQUITY NO. 7198
Defendants	*	

\*\*\*\*\*

AFFIDAVIT UNDER MARYLAND RULE W74 a 2 (c)

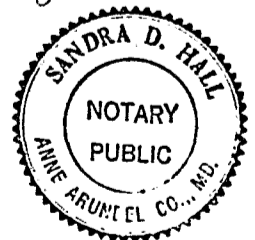
STATE OF MARYLAND  
COUNTY OF ~~QUEEN ANNE~~ SS:

*Anne Arundel*

I HEREBY CERTIFY, that on this 13th day of September, 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 he made oath in due form of law that on September 13, 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 September 13, 1982 copies of which letters are attached hereto.

*Sandra D. Hall*  
Notary Public

My Commission Expires: *July 1, 1986*



1982 SEP 15 PM 12:38

LIBEP 16 PAGE 230  
GABRIEL J. POGGI

ATTORNEY AT LAW  
7 CENTRAL AVENUE, SUITE ONE  
GLEN BURNIE, MARYLAND 21061  
AREA CODE 301 768-1313

September 13, 1982

Mr. Daniel Lee Jones  
335 North Lake Drive  
Stevensville, MD 21666

Re: Quinn v. Jones and Doggett  
Equity No. 7198  
Circuit Court for Queen Anne's County  
Foreclosure Sale of Property known as  
Lot 49 and one-half of Lot 48, Block Y  
Section 3, Kent Island Estates

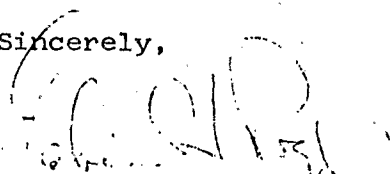
Dear Mr. Jones:

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, September 24, 1982 at 11:00 a.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 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

GABRIEL J. POGGI

ATTORNEY AT LAW

7 CENTRAL AVENUE, SUITE ONE  
GLEN BURNIE, MARYLAND 21061  
AREA CODE 301 768-1313

September 13, 1982

Ms. Sandra Lucy Doggett  
P.O. Box 394  
Stevensville, Maryland 21666

Re: Quinn v. Jones and Doggett  
Equity No. 7198  
Circuit Court for Queen Anne's County  
Foreclosure sale of property known as  
Lot 49 and one-half of Lot 48, Block Y,  
Section 3, Kent Island Estates

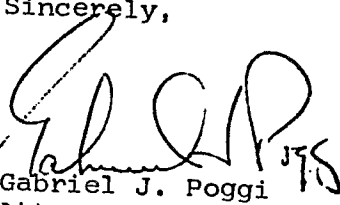
Dear Ms. Doggett:

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, September 24, 1982 at 11:00 a.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 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

LIBER

16 PAGE 231

[ LIBEF 10 AL 2:2 ]

Gabriel J. Poggi  
Attorney at Law  
7 Central Avenue, Suite One  
Glen Burnie, Maryland 20161

VENDORS'S SALE

OF

VALUABLE FEE SIMPLE

UNIMPROVED WATERFRONT PROPERTY

LOT 49 AND ONE-HALF OF LOT 48 BLOCK Y SECTION 3 KENT ISLAND ESTATES  
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 Daniel Lee Jones and Sandra Lucy Doggett (vendees) dated April 27, 1981, and recorded in the Land Records of Queen Anne's County in Liber M.W.M. 174, Folio 554 defaults having occurred, the undersigned vendor will offer for sale at public auction on the premises on

Friday, September 24, 1982 at 11:00 a.m.

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

Lot 49 and one-half of lot 48 Block Y, Section 3, Kent Island Estates, North Lake Drive, Kent Island, Queen Anne's County.

The property is unimproved, is in fee simple and borders on a creek known as No Name Creek.

The property will be sold in "as is" condition.

The property will be sold subject to conditions, restrictions and agreements of record, affecting same, if any, and such state of facts that an accurate survey or physical inspection of the premises might disclose.

Terms of Sale: A deposit of \$5,000.00, payable in cash, certified check or by cashier's check will be required from purchaser at time of sale. Balance of purchase price in cash immediately upon ratification of sale by the Circuit Court for Queen Anne's County, interest to be paid on unpaid purchase price at the rate of 8% 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

*Chy # 7198*

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 *23th* day of September, 1982.

Whereas, the above bounden Kevin Quinn by virtue of the power contained in a Land Installment Contract from Daniel Lee Jones and Sandra Lucy Doggett to Kevin Quinn bearing date the 27th day of April, 1981 and recorded among the mortgage records of Queen Anne County, Maryland in Liber MWM No. 174 Folio 554 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  
*[Signature]*

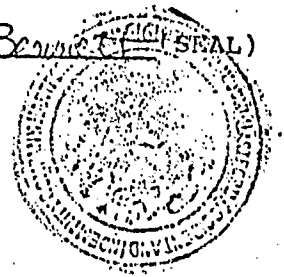
*[Signature]* (SEAL)  
Kevin Quinn

Hartford Accident and Indemnity Co.

*[Signature]*

By: *[Signature]* (SEAL)

RECEIVED  
CLERK, CIRCUIT COURT  
1982 SEP 23 AM 9:12  
QUEEN ANNE'S COUNTY



*Surety, approved and bond filed 9/23/82*

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



IN TESTIMONY WHEREOF, I hereunto subscribe  
my name and affix the Seal of the Circuit  
Court for Queen Anne's County, this 23rd  
day of September, 1982.

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

KEVIN QUINN	*	IN THE
Plaintiff		CIRCUIT COURT
vs.	*	FOR
DANIEL LEE JONES	*	QUEEN ANNE'S COUNTY
-And-	*	
SANDRA LUCY DOGGETT	*	Equity No. 7198
Defendants	*	

\*\*\*\*\*

AFFIDAVIT UNDER MARYLAND RULE W74 a 2 (c)

STATE OF MARYLAND  
COUNTY OF ANNE ARUNDEL SS:

I HEREBY CERTIFY, that on this 21st day of June, 1983, 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 he made oath in due form of law that on June 20, 1983, 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 June 17, 1983 copies of which letters are attached hereto.



*Debra L. Millsap*  
Notary Public

My Commission Expires: *July 1, 1986*

RECEIVED  
CLERK, CIRCUIT COURT  
1983 JUN 24 AM 10:46  
QUEEN ANNE'S COUNTY



**GABRIEL J. POGGI**  
ATTORNEY AT LAW  
7 CENTRAL AVENUE  
GLEN BURNIE, MARYLAND 21061  
AREA CODE 301 768-1313

June 17, 1983

Mr. Daniel Lee Jones  
372 North Lake Drive  
Stevensville, MD 21666

Re: Quinn v. Jones and Doggett  
Equity No. 7198  
Circuit Court for Queen Anne's County  
Foreclosure sale of property known as  
Lot 49 and one-half of Lot 48, Block Y,  
Section 3, Kent Island Estates

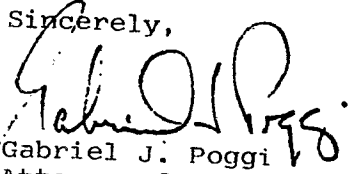
Dear Mr. Jones:

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 Thursday, June 30, 1983 at 10:00 a.m. and will be sold then and there to the highest bidder(s). A deposit of \$10,000.00 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

Gebrad J. Pegg  
Attorney at Law  
7 Central Avenue  
Glen Burnie, MD 21031

### Vendor's Sale

OF  
VALUABLE FEE SIMPLE  
UNIMPROVED WATERFRONT PROPERTY  
LOT 49 AND ONE-HALF OF LOT 43 BLOCK Y  
SECTION 3 KENT ISLAND ESTATES  
QUEEN ANNE'S CO., MD

Under and by virtue of the power and authority contained in a certain Lend Installment Contract (Contract) between Kevin Quinn (vendor) and Daniel Lee Jones and Sandra Lucy Doggett (vantees) dated April 27, 1981, and recorded in the Land Records of Queen Anne's County in Liber M.W.M. 174, Folio 554 defaults having occurred, the undersigned vendor will offer for sale at public auction on the premises on

**Thurs., June 30, 1983**

at 10:00 a.m.

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

Lot 49 and one-half of lot 43 Block Y, Section 3, Kent Island Estates, North Lake Drive, Kent Island, Queen Anne's County.

The property is unimproved is in fee simple and borders on a creek known as No Name Creek.

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 \$10,000.00, 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 five days after 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 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 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-6-15-31-020

STATE OF MARYLAND  
PUBLIC SERVICE COMMISSION  
ORDER NO. 63241  
IN THE MATTER OF THE APPLICATION OF THE  
CHESAPEAKE AND POTOMAC TELEPHONE  
CORPORATION FOR AN ORDER OF THE COMMISSION

#### NOTICE

Application is made under Article 2B, of the Annotated Code of Maryland, as amended, by Esela J. Lawhorne of Stevensville, Md. for a Class "B-D" Beer, Wine & Liquor License, to expire April 30, 1984 permitting her to sell the aforesaid beverages on the premises known as Second Chance Located Rt. 18, Old Stevensville Rd., Stevensville, Md.

Protest to the granting of this license must be in writing, signed by ten (10) or more reputable citizens residing in the voting precinct in which the business sought to be licensed is to be carried on, and shall be filed with the Board of License Commissioners, Centreville, Maryland, on or before the 5th day of July, 1983.

This application shall be considered at a meeting of said Board on Tuesday, the 5th day of July, 1983, at 2:00 o'clock P.M. in the Board Meeting Room in the County Office Building, Centreville, Maryland.

Board of License Commissioners  
William R. Mayle, Jr.  
Chairman

H. Wrightson Tolson  
Clerk

RO-6-15-21-022  
BT-6-15-21-054

#### THOMPSON & THOMPSON

119 North Commerce Street  
Centreville, Maryland 21617

#### NOTICE OF APPOINTMENT

AND

#### NOTICE TO CREDITORS

AND

#### NOTICE TO UNKNOWN HEIRS TO ALL PERSONS INTERESTED IN THE ESTATE OF SOPHIE WILSON.

This is to give notice that the undersigned, Delsy Miller whose address is Box 133, Queenstown, MD 21658, Mary Seney whose address is 412 South Commerce Street, Centerville, MD 21617, John Heath whose address is Route 2, Box 395, Queenstown, MD 21658 were, on June 10, 1983 appointed personal representatives of the estate of Sophie Wilson who died on April 27, 1983, without a Will.

Notice is also given to unknown heirs at law and to heirs whose whereabouts are unknown to cause their appearance to be entered in this proceeding.

All persons having any objection to the appointment shall file the same with the Register of Wills for Queen Anne's County, on or before the 10th day of December, 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 10th day of December, 1983.

Any claim not filed on or before that date, or any extension provided by law, is unenforceable thereafter.

Delsy Miller  
Mary Seney  
John Heath  
Personal Representatives  
True Copy Test  
Medlyn E. Wooters  
Register of Wills

Date of first publication:  
June 15, 1983

The Centre notice that Thursday, June 30, 1983, the petition of Power and Light zoning classification more or less, Railroad Avenue indefinitely postponed.

RO

Application Annotated Code Joseph Grabe "B" Beer License permitting him the premises located Rt. Chestertown, Protest to writing, signed citizens residing business sought and shall be Commissioners the 5th day of This office of said Board 1983, at 2:00 Room in the Maryland.

H. Wrightson  
Clerk

RO  
BT

Fan  
C  
N

#### NOTICE TO ALL ESTATE OF J

This is to Charles R. Mc 533, Chester, appointed per John G. Mont Will.

Notice is given to heirs whose their appearance

All person appointment I will shall file for Queen Anne of December,

All persons must present with the Register undersigned

**GABRIEL J. POGGI**  
ATTORNEY AT LAW  
7 CENTRAL AVENUE  
GLEN BURNIE, MARYLAND 21061  
AREA CODE 301 768-1313

June 16, 1983

Ms. Sandra Lucy Doggett  
P.O. Box 294  
Levittsville, Maryland 21061

Re: Quinn v. Jones and Doggett  
Equity No. 7198  
Circuit Court for Queen Anne's County  
Foreclosure sale of property known as  
Lot 49 and one-half of Lot 48, Block Y  
Section 3, Kent Island Estates

Dear Ms. Doggett:

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 Thursday, June 30, 1983 at 10:00 a.m. and will be sold then and there to the highest bidder(s). A deposit of \$10,000.00 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*

Gabriel J. Poggi  
Attorney for Kevin Quinn, Vendor

GJP/dsp

Enclosure

REGISTERED MAIL

Return Receipt Requested

6/15/83

Gebrail J. Poggi  
Attorney at Law  
7 Central Avenue  
Glen Burnie, MD 21031

## Vendor's Sale

OF  
VALUABLE FEE SIMPLE  
UNIMPROVED WATERFRONT PROPERTY  
LOT 49 AND ONE-HALF OF LOT 43 BLOCK Y  
SECTION 3 KENT ISLAND ESTATES  
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 Daniel Lee Jones and Sandra Lucy Doggett (vendees) dated April 27, 1981, and recorded in the Land Records of Queen Anne's County in Liber M.W.M. 174, Folio 554 defaults having occurred, the undersigned vendor will offer for sale at public auction on the premises on

**Thurs., June 30, 1983**

at 10:00 a.m.

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

Lot 49 and one-half of lot 43 Block Y, Section 3, Kent Island Estates, North Lake Drive, Kent Island, Queen Anne's County.

The property is unimproved in fee simple and borders on a creek known as No Nama Creek.

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 \$10,000.00, 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 five days after 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 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 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-8-15-31-020

STATE OF MARYLAND  
PUBLIC SERVICE COMMISSION  
ORDER NO. 68241  
IN THE MATTER OF THE APPLICATION OF THE  
CHESAPEAKE AND POTOMAC TELEPHONE

### NOTICE

Application is made under Article 2B, of the Annotated Code of Maryland, as amended, by Esda J. Lawhorne of Stevensville, Md. for a Class "B-D" Beer, Wine & Liquor License, to expire April 30, 1984 permitting her to sell the aforesaid beverages on the premises known as Second Chance Located Rt. 18, Old Stevensville Rd., Stevensville, Md.

Protest to the granting of this license must be in writing, signed by ten (10) or more reputable citizens residing in the voting precinct in which the business sought to be licensed is to be carried on, and shall be filed with the Board of License Commissioners, Centreville, Maryland, on or before the 5th day of July, 1983.

This application shall be considered at a meeting of said Board on Tuesday, the 5th day of July, 1983, at 2:00 o'clock P.M. in the Board Meeting Room in the County Office Building, Centreville, Maryland.

Board of License Commissioners  
William R. Mayle, Jr.  
Chairman

H. Wrightson Tolson  
Clerk

RO-8-15-21-022  
BT-8-15-21-054

### THOMPSON & THOMPSON

118 North Commerce Street  
Centreville, Maryland 21617

### NOTICE OF APPOINTMENT AND

### NOTICE TO CREDITORS AND

### NOTICE TO UNKNOWN HEIRS

### TO ALL PERSONS INTERESTED IN THE ESTATE OF SOPHIE WILSON.

This is to give notice that the undersigned, Daisy Miller whose address is Box 133, Queenstown, MD 21658, Mary Seney whose address is 412 South Commerce Street, Centreville, MD 21617, John Heath whose address is Route 2, Box 395, Queenstown, MD 21653 were, on June 10, 1983 appointed personal representatives of the estate of Sophie Wilson who died on April 27, 1983, without a Will.

Notice is also given to unknown heirs at law and to heirs whose whereabouts are unknown to cause their appearance to be entered in this proceeding.

All persons having any objection to the appointment shall file the same with the Register of Wills for Queen Anne's County, on or before the 10th day of December, 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 10th day of December, 1983.

Any claim not filed on or before that date, or any extension provided by law, is unenforceable thereafter.

Daisy Miller  
Mary Seney  
John Heath

Personal Representatives  
True Copy Test  
Madlyn E. Wooters  
Register of Wills

Date of first publication:  
June 15, 1983

The Centra  
notice that t  
Thursday, Jun  
the petition o  
Power and Lig  
zoning classifi  
more or less,  
Railroad Aven  
Indefinitely pos  
THE

RO

Application  
Annotated Co  
Joseph Grabe  
"B" Beer L  
permitting hin  
the premises  
Located Rt.  
Chestertown,  
Protest to t

writing, sign  
citizens resid  
business sold  
and shall be  
Commissioner  
the 5th day of

This applic  
of said Board  
1983, at 2:00  
Room in the  
Maryland.

H. Wrightson,  
Clerk

RO  
BT

Fair  
C  
N

### NOTICE TO ALL ESTATE OF J

This is to  
Charles R. Mc  
538, Chester,  
appointed per  
John G. Mori  
Will.

Notice is g  
to heirs whos  
their appearan

All person  
appointment I  
will) shall file  
for Queen An  
of December,

All persons  
must present  
with the Regit  
undersigned

KEVIN QUINN  
Plaintiff

vs.

DANIEL LEE JONES  
-And-  
SANDRA LUCY DOGGETT  
Defendants

\*  
\*  
\*  
\*  
\*

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
EQUITY NO. 7198

\*\*\*\*\*

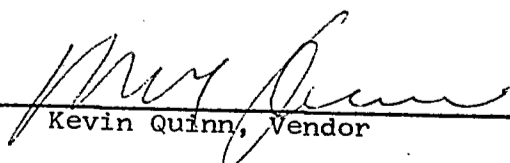
REPORT OF SALE

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 Lot 49 and one-half of Lot 48, Block Y, Section 3, Kent Island Estates, North Lake Drive, Kent Island, Maryland, 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 Thursday, the 30th day of June, 1983 at 10:00 A.M. attend on the premises, Lot 49 and one-half of Lot 48, Block Y, Section 3, Kent Island Estates, North Lake Drive, Kent Island, Maryland 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, CIRCUIT COURT  
1983 JUL -5 AM 10:50  
QUEEN ANNE'S COUNTY

  
Kevin Quinn, Vendor

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 30th day of June, 1983, 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.

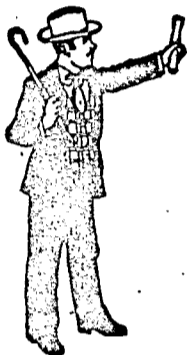
*[Handwritten signature]*

My Commission Expires:

*July 1, 1986*

*Beth Lee Dennis Barton*  
Notary Public

TELEPHONE  
401-201-8908



**ROBERT H. CAMPBELL & SONS**  
Auctioneers & Appraisers

ESTABLISHED 1947

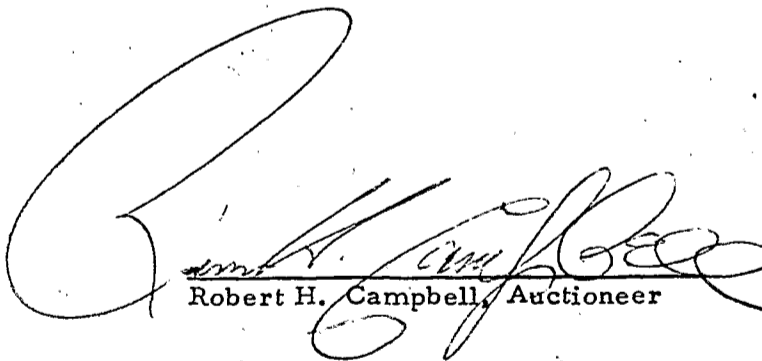
LICENSED AUCTIONEERS AND APPRAISERS OF REAL ESTATE AND PERSONAL PROPERTY  
MEMBER NATIONAL & STATE AUCTIONEERS ASSOCIATIONS

121 PRINCE GEORGE STREET  
ANNAPOLIS, MARYLAND 21401

*JUNE 30, 1983*

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 30 day of JUNE, 1983  
sold the property described in the attached advertisement, unto KEVIN  
QUINN  
at and for the sum of FOURTEEN THOUSAND DOLLARS (\$14,000.00)  
being then and there the highest bidder(s) therefore and that the sale was fairly  
made.

  
Robert H. Campbell, Auctioneer

RECEIVED  
CLERK, CIRCUIT COURT  
1983 JUL -5 AM 10:50  
QUEEN ANNE'S COUNTY

6/15/83

Gabriel J. Poggi  
Attorney at Law  
7 Central Avenue  
Glen Burnie, MD 21031

### Vendor's Sale

OF  
VALUABLE FEE SIMPLE  
UNIMPROVED WATERFRONT PROPERTY  
LOT 49 AND ONE-HALF OF LOT 43 BLOCK Y  
SECTION 3 KENT ISLAND ESTATES  
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 Daniel Lee Jones and Sandra Lucy Doggett (vendees) dated April 27, 1981, and recorded in the Land Records of Queen Anne's County in Liber M.W.M. 174, Folio 554 defaults having occurred, the undersigned vendor will offer for sale at public auction on the premises on

**Thurs., June 30, 1983**

at 10:00 a.m.

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

Lot 49 and one-half of lot 43 Block Y, Section 3, Kent Island Estates, North Lake Drive, Kent Island, Queen Anne's County.

The property is unimproved is in fee simple and borders on a creek known as No Name Creek.

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 \$10,000.00, 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 five days after 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 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 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-6-15-31-020

STATE OF MARYLAND  
PUBLIC SERVICE COMMISSION  
ORDER NO. 66241

IN THE MATTER OF THE APPLICATION OF THE  
CHESAPEAKE AND POTOMAC TELEPHONE  
COMPANY OF MARYLAND FOR AUTHORITY TO  
INCREASE AND RESTRUCTURE ITS SCHEDULE  
OF RATES AND CHARGES.

#### NOTICE

Application is made under Article 2B, of the Annotated Code of Maryland, as amended, by Essie J. Lawhorne of Stevensville, Md. for a Class "B-D" Beer, Wine & Liquor License, to expire April 30, 1984 permitting her to sell the aforesaid beverages on the premises known as Second Chance Located Rt. 18, Old Stevensville Rd., Stevensville, Md.

Protest to the granting of this license must be in writing, signed by ten (10) or more reputable citizens residing in the voting precinct in which the business sought to be licensed is to be carried on, and shall be filed with the Board of License Commissioners, Centreville, Maryland, on or before the 5th day of July, 1983.

This application shall be considered at a meeting of said Board on Tuesday, the 5th day of July, 1983, at 2:00 o'clock P.M. in the Board Meeting Room in the County Office Building, Centreville, Maryland.

Board of License Commissioners  
Willem R. Maule, Jr.  
Chairmen

H. Wrightson Tolson  
Clerk

RO-6-15-21-022  
BT-6-15-21-054

**THOMPSON & THOMPSON**  
118 North Commerce Street  
Centreville, Maryland 21617  
**NOTICE OF APPOINTMENT  
AND  
NOTICE TO CREDITORS  
AND**

**NOTICE TO UNKNOWN HEIRS  
TO ALL PERSONS INTERESTED IN THE  
ESTATE OF SOPHIE WILSON.**

This is to give notice that the undersigned, Daisy Miller whose address is Box 136, Queenstown, MD 21658, Mary Seney whose address is 412 South Commerce Street, Centreville, MD 21617, John Heath whose address is Route 2, Box 395, Queenstown, MD 21658 were, on June 10, 1983 appointed personal representatives of the estate of Sophie Wilson who died on April 27, 1983, without a Will.

Notice is also given to unknown heirs at law and to heirs whose whereabouts are unknown to cease their appearance to be entered in this proceeding.

All persons having any objection to the appointment shall file the same with the Register of Wills for Queen Anne's County, on or before the 10th day of December, 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 10th day of December, 1983.

Any claim not filed on or before that date, or any extension provided by law, is unenforceable thereafter.

Daisy Miller  
Mary Seney  
John Heath  
Personal Representatives  
True Copy Test  
Madlyn E. Wooters  
Register of Wills

Date of first publication:  
June 15, 1983

The Centre notice that Thursday, June 16, 1983, the petition of Power and Light zoning classification more or less, Railroad Avenue indefinitely postponed.

RO

Application Annotated Code Joseph Grabe "B" Beer License permitting him the premises located Rt. Chestertown, Md.

Protest to the writing, signed citizens residing business sought and shall be Commissioned the 5th day of This application of said Board 1983, at 2:00 Room in the Maryland.

H. Wrightson  
Clerk

RO  
BT

Fair  
C  
N

NOI  
TO ALL  
ESTATE OF J

This is to Charles R. Mc 538, Chester, appointed per John G. Mont Will.

Notice is also to heirs whose their appearance

All person appointment (will) shall file for Queen Anne of December,

All persons must present with the Register undersigned on the 3rd day of

Any claim n extension pr



TELEPHONE  
401-208-8408



# 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

RECEIVED  
CLERK, CHES  
1983 JUL - 5 AM 10:50  
JULIEN ANNE'S COUNTY

## AFFIDAVIT OF PURCHASER (S)

I hereby certify that on this 30<sup>th</sup> day of June 1983,

before the subscriber, a Notary Public of the State of Maryland, in and for the

County of Anne Arundel, personally appeared Kevin Quinn

of Queen Anne's County

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 any-

one from bidding for the said property.

Richard Potts  
Witness

[Signature]  
Signature

Witness

Signature

Witness my hand and seal this 30<sup>th</sup> day of June

My Commission Expires

July 1, 1986

[Signature]  
Notary Public  
LEE H. CAMPBELL & SONS  
ANNAPOLIS, MARYLAND

ORDER NISI ON SALE

KEVIN QUINN  
Plaintiff

vs.

DANIEL LEE JONES  
and  
SANDRA LUCY DOGGETT  
Defendants

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 7198

ORDERED, this 5th day of July, 1983, 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 5th day of August, 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 29th day of July, 1983.

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

*Margaret H. Maslin* Clerk

Filed July 5, 1983

Centreville, Md. 6/29 19 83

### We Hereby Certify

That the annexed advertisement of  
Vendor's sale  
Daniël Lee Jones-Sandra Doggett  
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 1983.  
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 M. M. M. M. M.

CLERK, DISTRICT COURT

1983 JUL 11 AM 10:39

QUEEN ANNE'S COUNTY

Gabriel J. Foggi  
Attorney at Law  
7 Central Avenue  
Glen Burnie, MD 21061

## Vendor's Sale

OF

VALUABLE FEE SIMPLE  
UNIMPROVED WATERFRONT PROPERTY  
LOT 49 AND ONE-HALF OF LOT 48 BLOCK Y  
SECTION 3 KENT ISLAND ESTATES  
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 Daniel Lee Jones and Sandra Lucy Doggett (vendees) dated April 27, 1981, and recorded in the Land Records of Queen Anne's County in Liber M.W.M. 174, Folio 554 defaults having occurred, the undersigned vendor will offer for sale at public auction on the premises on

**Thurs., June 30, 1983**

at 10:00 a.m.

ALL THAT LOT OF GROUND, situate in Queen Anne's County, and described as follows:  
Lot 49 and one-half of lot 48 Block Y, Section 3, Kent Island Estates, North Lake Drive, Kent Island, Queen Anne's County.

The property is unimproved is in fee simple and borders on a creek known as No Name Creek.

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 \$10,000.00, 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 five days after 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 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 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

KEVIN QUINN	:	IN THE CIRCUIT COURT
Plaintiff	:	
vs.	:	FOR QUEEN ANNE'S COUNTY,
	:	SITTING IN EQUITY
DANIEL LEE JONES	:	NO. 7198
and	:	
SANDRA LUCY DOGGETT	:	
Defendants	:	

ORDER OF RATIFICATION

ORDERED this 16th day of August, 1983, by the Court, as follows:

That the sale made and reported by Kevin Quinn, Vendor, aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause.

That the Vendor is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

That since the Vendor and Purchaser are the same person, Gabriel J. Poggi, be and he is appointed Trustee to convey the property herein sold to the Purchaser on the payment of the purchase money, without the necessity of furnishing bond.

*Gabriel J. Poggi*  
\_\_\_\_\_  
Judge

Distribution:  
Original - Court File  
Photocopies:  
    Keven Quinn  
    Gabriel J. Poggi, Esq.

CLERK OF COURT  
1983 AUG 16 PM 3:43  
QUEEN ANNE'S COUNTY

Centreville, Md. 7/27 19 83

RECEIVED  
CLERK OF CIRCUIT COURT  
1983 SEP 16 AM 10:31

**We Hereby Certify**

QUEEN ANNE'S COUNTY  
ORDER NISI  
ON SALE  
KEVIN QUINN  
Plaintiff

vs.  
DANIEL LEE JONES  
and  
SANDRA LUCY  
DOGGETT  
Defendants

In the Circuit Court  
for  
Queen Anne's County  
In Equity  
Cause No. 7193

ORDERED, this 5th day  
of July, 1983, 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 5th day of  
August, 1983, 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 29th day of July, 1983.

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 July 5, 1983

RO-7-13-31-017

That the annexed advertisement of  
Order Nisi - Jones & Doggett

was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 29th day of July 19 83.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 13th day of  
July 19 83, and the last  
insertion on the 27th day of  
July 19 83.

Publishers, Record Observer

Per Margaret M. Moore

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

KEVIN QUINN :  
 v. : Chancery #7198  
 DANIEL LEE JONES :  
 SANDRA LUCY DOGGETT :  
 : : : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE, as reported			\$ 14,000.00
COMMISSIONS, payable to Seller	\$	850.00	
ATTORNEY FEE, per Land Installment Contract		500.00	
EXPENSES OF SALE			
Court costs	\$	196.50	
Advertising			
Notices of sale			
First sale		166.32	
Second sale		166.32	
Report of sale		50.82	
Bond premium		30.00	
Auctioneer's fee			
(maximum under Rule)		35.00	
Bankruptcy court costs		60.00	
1983 Maintenance fee (less			
amount paid by Purchaser)		3.75	
Certified mail		21.95	
			730.66
AUDITOR'S FEE AND COSTS			
Fee for audit	\$	45.00	
Postage & copies		1.22	
			46.22
NET AMOUNT AVAILABLE FOR DISTRIBUTION			<u>2,126.88-</u>
			\$ 11,873.12
INDEBTEDNESS DUE UNDER LAND INSTALLMENT CONTRACT			
Principal, per Statement of Debt	\$	24,791.03-	
Interest to 08/14/82, per Statement		499.89-	
Real property taxes (82/83)		134.59-	
Escrow balance, per Statement		0.57	
1982 Maintenance fee		15.00-	
Interest on principal at 8%			
08/15/82 to 06/30/83 - 320 days at \$5.43		1,737.60-	
			\$ 27,177.54-
NET CREDIT FROM LAND INSTALLMENT			
SELLER / SALE PURCHASER (see Note)			<u>11,873.12</u>
BALANCE OWED BY LAND INSTALLMENT			
PURCHASERS after credit on 6/30/83			\$ 15,304.42-
INTEREST 07/01/83 to 8/29/83			
60 days @3.35 per day			<u>201.00-</u>
<u>DEFICIT</u>			\$ 15,505.42-

1983 OCT -3 AM 9:27  
 QUEEN ANNE'S COUNTY

Note: Net amount used by Land Installment Seller 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.

NOTICE

The attached Account was filed on the <sup>3<sup>rd</sup></sup> day of October, 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

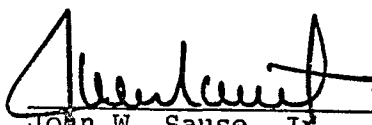
I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Chancery Cause #7198. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it 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 October, 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:

Gabriel J. Poggi, Esquire  
7 Central Avenue  
Glen Burnie, Maryland 21061

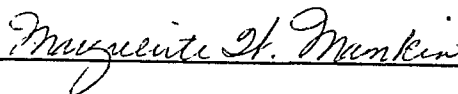
Daniel Lee Jones  
335 North Lake Drive  
Stevensville, Maryland 21666

Sandra Lucy Doggett  
Post Office Box 394  
Stevensville, Maryland 21666

  
JOHN W. SAUSE, JR.  
Auditor

NISI RATIFICATION OF AUDIT

ORDERED this 3<sup>rd</sup> day of October, 1983, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 19<sup>th</sup> day of October, 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: October 3, 1983

KEVIN QUINN

vs.

DANIEL LEE JONES, et al.

\* IN THE CIRCUIT COURT  
 \* FOR QUEEN ANNE'S COUNTY  
 \* IN EQUITY  
 \* No. 7198

FINAL RATIFICATION OF AUDIT

ORDERED this 20th day of October, 1983,  
 by the Court that the account of the Auditor is finally ratified and  
 confirmed, and Gabriel J. Poggi, ~~Trustee~~ 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 October 20, 1983



CLARENCE E. WILSON POST #21  
OF QUEEN ANNE'S COUNTY OF  
THE AMERICAN LEGION, INC.,  
A Maryland Corporation  
110 Little Kidwell Avenue  
Centreville, Maryland 21617,

Plaintiff

vs.

MT. ARARAT PASTURE, NO. 3,  
GRAND UNITED ORDER OF  
NAZARITES OF QUEEN ANNE'S  
COUNTY, INC.  
A Maryland Corporation  
Address Unknown

And

MORNING STAR COURT, NO. 20,  
GRAND UNITED ORDER OF  
NAZARITES OF QUEEN ANNE'S  
COUNTY, INC.  
A Maryland Corporation  
Address Unknown

And

The Unknown Successor(s)  
in Interest to the  
Corporations known as Mt.  
Ararat Pasture No. 3, Grand  
United Order of Nazarites of  
Queen Anne's County, Inc. and  
Morning Star Court No. 20,  
Grand United Order of  
Nazarites of Queen Anne's  
County, Inc.

And

All Persons having or  
claiming to have an interest  
in property located in the  
Town of Centreville on the  
north side of Academy Lane  
located between Liberty and  
Commerce Streets containing  
the improvements commonly  
known as The Clarence Wilson  
Post of the American Legion,

DEFENDANTS

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY

AUG -3-83 \* 23650 \*\*\*\*\*60.00  
AUG -3-83 A 923650 \*\*\*\*\*60.00

EQUITY NO. 7422

AUG -4-83 12:55  
QUEEN ANNE'S COUNTY

BILL OF COMPLAINT TO QUIET TITLE AND GRANT FURTHER RELIEF

Clarence E. Wilson Post #21 of Queen Anne's County of the American Legion, Inc. (hereinafter "Wilson Post"), a Maryland corporation, Plaintiff, by J. Donald Braden, its attorney, represents to this Honorable Court as follows:

1. By deed dated April 26, 1943, recorded among the land records of Queen Anne's County in Liber A.S.G. No. 7, folio 451, Mt. Ararat Pasture No. 3, Grand United Order of Nazarites of Queen Anne's County, Inc. (hereinafter "Mt. Ararat") and Morning Star Court No. 20, Grand United Order of Nazarites of Queen Anne's County, Inc. (hereinafter "Morning Star") conveyed a parcel of improved real estate located in the Town of Centreville in Queen Anne's County, and commonly known as The Clarence Wilson American Legion Home, unto Clarence E. Wilson Post No. 21 of Queen Anne's County of the American Legion. A copy of that deed is attached hereto as a part hereof, as Exhibit A, and is incorporated by reference for a more particular description of the property in question.

2. At the time of said conveyance, Wilson Post did not have on file with the Department of Assessments & Taxation of the State of Maryland a corporate charter as required by law. However, Articles of Incorporation of Wilson Post were accepted by the Maryland State Department of Assessments on February 23, 1982, as is indicated by the certificate of said department which is attached hereto, as a part hereof, and marked Exhibit B.

3. As will be seen by a review of Exhibit A, said deed contained a reservation to the effect that all members of the Grantor corporations would have the perpetual right to enter upon and cross over the subject premises to the building on the

subject premises for the purposes of holding any meeting or meetings of the corporate grantors, and the right was to continue perpetually.

4. Investigation has revealed that Mt. Ararat and Morning Star ceased to have any activities at the time of the execution of the deed, and have had no activities or taken any action since the date of the deed.

5. Since April 26, 1943, the Plaintiff has been in actual peaceable possession of the subject property and/or in constructive and peaceable possession of it, under color of title and claim of right by reason of Plaintiff's adverse possession for a period of more than twenty (20) years.

6. There is no action at law or proceeding in equity pending to enforce or test the validity of the title to the subject property.

7. A question has arisen concerning marketability to the title of the subject property by virtue of the reservation described in paragraph 3 hereof and the fact that the corporate charter for Wilson Post had not been filed as required by law when Exhibit A was executed, delivered and recorded.

8. In view of the fact that Mt. Ararat and Morning Star have not conducted any activities or had a known corporate existence since the execution of Exhibit A, no valid reason exists to have the reservation described in paragraph 3 hereof continue to exist and cloud the title of the subject property.

9. In view of the failure of Wilson Post to have a valid corporate charter at the time of the execution, delivery and recording of Exhibit A, and in view of the case of Zulver

Realty Co. v. Snyder, 191 Md. 374, the validity of Exhibit A is questionable, and the appointment of a trustee to execute a confirmatory deed on behalf of Mt. Ararat and Morning Star will correct any invalidity with regard to the execution and delivery of Exhibit A.

WHEREFORE, the Plaintiff requests that this Honorable Court grant the following relief:

A. Decree that the Plaintiff has absolute ownership and the right of disposition of the subject property without the effect of the reservation described in paragraph 3, and enjoin the Defendants or anybody claiming by or through them from enforcing or making use of the reservation described in paragraph 3.

B. Appoint a trustee to execute a confirmatory deed to Wilson Post correcting any invalidity described in paragraph 9 hereof.

C. In the alternative, declare that the Plaintiff has the absolute right of ownership and right of disposition of the subject property by virtue of adverse possession for the statutory period and enjoin the Defendants and any person claiming by or through them from asserting any adverse interest in the subject premises.

D. Grant such other and further relief as the nature of this cause may require.

*J. Donald Braden*  
J. Donald Braden  
Farmers National Bank Building  
Centreville, Maryland 21617  
Telephone: 301-758-2828  
Attorney for Plaintiff

recorded among the will record books of Queen Anne's County in Liber W. T. B. No. 3, at folio 557, wherein it now remains of record.

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

TO HAVE AND TO HOLD the land and premises above described with the appurtenances thereof unto the parties of the second part, their heirs and assigns forever as tenants by the entireties and for no other purpose.

AND the said George C. Moore, one of the parties of the first part covenants that he will warrant generally the property hereby conveyed; that he is seised of said land; that he has done no act to encumber said property; and that he will execute such further assurances of said land as may be requisite.

IN TESTIMONY WHEREOF the parties of the first part have hereunto affixed their names and seals the day and year first hereinabove written.

Test as to both Grantors:	GEORGE C. MOORE (George C. Moore)	(SEAL)
E. ROY HOPKINS E. Roy Hopkins	NAOMI H. MOORE Naomi H. Moore	(SEAL)

State of Maryland; Talbot County aforesaid, to wit:

I hereby certify that on this 3 day of May in the year nineteen hundred and forty three before me, the subscriber, a Notary Public of the State of Maryland in and for Talbot County aforesaid, personally appeared George C. Moore and Naomi H. Moore, his wife, the above named Grantors, and they did each acknowledge the foregoing DEED to be their respective act.

IN WITNESS WHEREOF I do hereunto subscribe my name and affix my Seal Notarial the day and year above written.

E. ROY HOPKINS  
E. Roy Hopkins  
NOTARY PUBLIC

Notary  
Public  
Seal.

ASS 7/451

QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Fifth day of May, in the year nineteen hundred and forty three, the following Deed was brought to be recorded, to wit:-

One-One Dollar and One-Ten Cent  
Int. Rev. Stamps. Endorsed C E W P  
4/26/43

Two-Fifty Cent Recordation Tax Stamps.  
Endorsed C E W P 4/26/43

THIS DEED made this 26th day of April in the year nineteen hundred and forty three by Mount Arat Pasture No. 3, Grand United Order of Nazarites of Queen Anne's County, a body corporate, and Morning Star Court No. 20, Grand United Order of Nazarites of Queen Anne's County, a body corporate.

That for and in consideration of the sum of ONE THOUSAND DOLLARS (\$1,000.00), the receipt of which is hereby acknowledged, the said Mount Arat Pasture No. 3, Grand United Order of Nazarties of Queen Anne's County, a body corporate, and Morning Star Court No. 20, Grand United Order of Nazarites of Queen Anne's County, a body corporate, do hereby grant and convey unto and to Clarence E. Wilson Post No. 21, of Queen Anne's County of The American Legion, a body corporate, its successor, successors and assigns, subject nevertheless to the reservation hereinafter set forth, all that lot or tract of

land situate, lying and being in the northern section of the town of Centreville, in the Third Election District of Queen Anne's County, Maryland, bounded on the North by the property now owned by Robert Ellsworth Rogers and Ann Boatrice Rogers,

*Original Examined & mailed to Allegheny Cyers  
Centreville, Md  
May 18, 1943*

EXHIBIT A

16 257

PLAINTIFF'S
EXHIBIT
71
10-7-83

his wife, formerly conveyed by the grantors herein to Alexander Ayers, on the east by Commerce Street, on the west by Liberty Street, on the south by Academy Ave., a street connecting Commerce and Liberty Streets in said town of Centreville, being the same property and all the property granted and conveyed to the within named grantors from Lemuel Dunbraeco by deed recorded in Liber J. E. G. No. 4, folio 234, a Land Record Book for Queen Anne's County, save and except that portion in said deed that has previously been conveyed and in now by the said Robert Ellsworth Rogers and Ann Beatrice Rogers, his wife, subject however to the following reservation, to wit: that all members of both body corporates grantors herein shall have the perpetual right to enter upon and cross over the land hereby conveyed from any street ~~OR ROAD~~ adjoining the same to the buildings now on said real estate for the purpose of holding any meeting or meetings of the said body corporates, this right to continue perpetually, and to hold their or either of their meetings in said buildings.

TOGETHER with all buildings and improvements thereon erected, made or being and all rights, roads, ways, waters, privileges and advantages thereto attached or appertaining therunto.

TO HAVE AND TO HOLD the said promises, buildings, appurtenances, privileges and advantages unto and to the proper use and benefit of the said body corporate, Clarence E. Wilson Post No. 21, of Queen Anne's County, of The American Legion, its successor, successors and assigns, subject however to the reservation in this deed to enter and cross over said land and to use the buildings on said land for the purposes of holding meeting or meetings of the members of the body corporates, grantors.

AND the said body corporates do hereby warrant specially the title to the land hereby granted and conveyed or attempted to be granted and conveyed and covenant to execute such other and further assurances of title to the same as may be now or shall hereafter become requisite or necessary, subject however to the reservation herein stated.

AND this deed further witnesseth: That the said body corporate, Mount Arat Pasture No. 3, Grand United Order of Nazarites of Queen Anne's County, have appointed and by these presents do appoint Raymond Smith, Its President, to appear before any officer duly authorized by the laws of the State of Maryland to take acknowledgements, and to acknowledge this deed to be the act and deed of the said body corporate; and the said body corporate, Morning Star Court No. 20, Grand United Order of Nazarites of Queen Anne's County, have appointed and by these presents do appoint Sophia Rozier, Its President, to appear before any officer duly authorized to take acknowledgements by the laws of the State of Maryland, and acknowledge this deed to be the act and deed of the said body corporate.

In witness whereof the said body corporates have caused their names to be subscribed hereto by their respective Presidents and their corporate Seals to be hereto attached attested by their respective secretaries.

Test: ANNA Q. SKINNER  
Anna Q. Skinner

Attest: TALBOT J. GARDNER, Sect.  
Talbot J. Gardner, Sec.

MOUNT ARAT PASTURE NO. 3, GRAND UNITED  
ORDER OF NAZARITES OF QUEEN ANNE'S  
COUNTY.

By RAYMOND SMITH Pres. (SEAL)  
Raymond Smith, Its President

Corporate  
Seal.

Test: ANNA Q. SKINNER  
Anna Q. Skinner

Attest: BEATRICE ANDERSON Sec.  
Beatrice Anderson, Sec.

MORNING STAR COURT NO. 20, GRAND UNITED  
ORDER OF NAZARITES OF QUEEN ANNE'S  
COUNTY.

By SOPHIE A. ROZIER (SEAL)  
Sophia Rozier, Its President

Corporate  
Seal.

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

I hereby certify that on this 26th day of April, 1943, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, Raymond Smith, President of Mount Arat Pasture No. 3, Grand United Order of Nazarites of Queen Anne's County, and by virtue and pursuant to the power of attorney in the within deed contained, and acknowledged the within and foregoing deed to be the act and deed of the said body corporate,

Mount Arat Pasture No. 3, Grand United Order of Nazarites of Queen Anne's County, and at the same time personally appeared Sophia Rozier, President of Morning Star Court No. 20, Grand United Order of Nazarites of Queen Anne's County and by virtue and in pursuance of the power contained in the within deed, acknowledges the within and foregoing deed to be the act and deed of the said body corporate, Morning Star Court No. 20, Grand United Order of Nazarites of Queen Anne's County. In witness whereof I have hereunto subscribed my name and affixed my notarial seal.

ANNA Q. SKINNER  
Notary Public.  
Anna Q. Skinner

Notary  
Public  
Seal.

#####  
#21,791. QUEEN ANNE'S COUNTY, TO WIT:  
Be it remembered that on the Fifth day of May, in the year nineteen hundred and forty three, the following Mortgage was brought to be recorded, to wit:-

One-Fifty Cent, One-Ten Cent and  
One-Twenty Cent Recordation Tax  
Stamps. Endorsed C E W 5/4/43

THIS MORTGAGE, Made this Fourth day of May in the year nineteen hundred and forty-three by Clarence E. Wilson Post No. 21, of Queen Anne's County, of The American Legion, a body corporate, of Queen Anne's County, in the State of Maryland.

WHEREAS, the said body corporate, Clarence E. Wilson Post No. 21, of Queen Anne's County of The American Legion, is justly indebted unto Anna L. Rogers of Queen Anne's County, in the full sum of EIGHT HUNDRED DOLLARS (\$800.00), for cash this day loaned:

AND WHEREAS, it was a condition precedent to the making of said loan that this mortgage should be given to more effectually secure the re-payment of the aforesaid, loan, together with interest thereon to accrue, three years from the date of these presents, said loan to bear interest at the rate of six per centum per annum payable semi-annually, provided nevertheless that the said mortgagor shall have the privilege to pay at any interest bearing period the sum of One Hundred Dollars or any multiple thereof on said principal mortgage indebtedness and upon the payment thereof interest on the said sum or sums so paid shall cease.

Now therefore in consideration of the premises and the sum of one dollar the said body corporate, Clarence E. Wilson Post No. 21, of Queen Anne's County, of The American Legion, does hereby grant and convey unto and to Anna L. Rogers, of Queen Anne's County, her heirs and assigns,

all that lot or tract of land situate, lying and being in the town of Centreville, in the Third Election District of Queen Anne's County, Maryland, bounded on the North by the property owned by Robert Ellsworth Rogers and Ann Beatrice Rogers, his wife, on the East by Commerce Street, on the West by Liberty Street, on the South by Academy Avenue, being all the property and the same property granted and conveyed to the mortgagor hereof, by deed dated April 26th., 1943, by MOUNT ARAT PASTURE NO 3, GRAND UNITED ORDER OF NAZARITES OF QUEEN ANNE'S COUNTY and MORNING STAR COURT NO 20, GRAND UNITED ORDER OF NAZARITES OF QUEEN ANNE'S COUNTY, which deed is intended to be recorded just prior to this mortgage, and to which reference is hereby made for a fuller and more particular description.

TOGETHER with all buildings and improvements thereon erected, made or being and all rights, roads, ways, waters, privileges and advantages thereto attached or in any way appertaining to the same.

AND it is hereby agreed that, in the event of a sale of the above described property under the power of sale hereinafter expressed, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property.

*Original of deed mailed to Anna L. Rogers Centreville, Md. May 18, 1943*



MARYLAND

LIBER

16 PAGE 200

State Department of Assessments and Taxation

A122877

Gene L. Burner, Director 8200916

YOU ARE ADVISED THAT THE

ARTICLES OF INCORPORATION

OF

CLARENCE E. WILSON POST #21 OF QUEEN ANNES COUNTY OF THE  
AMERICAN LEGION, INC.

HAVE BEEN RECEIVED AND APPROVED BY THE STATE DEPARTMENT OF ASSESSMENTS AND  
TAXATION THIS 23rd DAY OF

February, 1982 at 8:30 AM

AND WILL BE RECORDED.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

BY:

Barbara Tomblin



301 West Preston Street, Baltimore, Maryland 21201/Phone:

EXHIBIT B



CLARENCE E. WILSON POST #21  
OF QUEEN ANNE'S COUNTY OF  
THE AMERICAN LEGION, INC.,  
A Maryland Corporation  
110 Little Kidwell Avenue  
Centreville, Maryland 21617,

Plaintiff

vs.

MT. ARARAT PASTURE, NO. 3,  
GRAND UNITED ORDER OF  
NAZARITES OF QUEEN ANNE'S  
COUNTY, INC.  
A Maryland Corporation  
Address Unknown

And

MORNING STAR COURT, NO. 20,  
GRAND UNITED ORDER OF  
NAZARITES OF QUEEN ANNE'S  
COUNTY, INC.  
A Maryland Corporation  
Address Unknown

And

The Unknown Successor(s)  
in Interest to the  
Corporations known as Mt.  
Ararat Pasture No. 3, Grand  
United Order of Nazarites of  
Queen Anne's County, Inc. and  
Morning Star Court No. 20,  
Grand United Order of  
Nazarites of Queen Anne's  
County, Inc.

And

All Persons having or  
claiming to have an interest  
in property located in the  
Town of Centreville on the  
north side of Academy Lane  
located between Liberty and  
Commerce Streets containing  
the improvements commonly  
known as The Clarence Wilson  
Post of the American Legion,

DEFENDANTS

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY

EQUITY NO. 7422

CLERK  
1989 AUG -4 PM 12:55  
QUEEN ANNE'S COUNTY

MOTION FOR SERVICE BY PUBLICATION

Clarence E. Wilson Post #21 of Queen Anne's County of the American Legion, Inc., Plaintiff, by J. Donald Braden, its attorney, moves, pursuant to Maryland Rule 105, for service by publication. The grounds of the motion are as folloqws:

1. A search of the records of the Maryland State Department of Assessments and Taxation reveals no information as to a resident agent or surviving directors for Mt. Ararat Pasture, No. 3, Grand United Order of Nazarites of Queen Anne's County, Inc., or Morning Star Court, No. 20, Grant United Order of Nazarites of Queen Anne's County, Inc.

2. The only known surviving members of the two organizations have indicated they are not the resident agent or surviving directors.

3. The only means available for service is by publication.

I do solemnly declare and affirm under the penalties of perjury that the facts contained in the foregoing Motion are true and correct to the best of my knowledge, information and belief.

J. Donald Braden  
J. Donald Braden  
Attorney for Plaintiff

ORDER

ORDERED, by the Court this 3<sup>rd</sup> day of August, 1983, that service of process in this matter may be made by publication.

CLERK OF COURT  
1983 AUG -4 PM 2:29  
QUEEN ANNE'S COUNTY

James Owen White  
JUDGE

CLARENCE E. WILSON POST #21  
OF QUEEN ANNE'S COUNTY OF  
THE AMERICAN LEGION, INC.,  
A Maryland Corporation  
110 Little Kidwell Avenue  
Centreville, Maryland 21617,

Plaintiff

vs.

MT. ARARAT PASTURE, NO. 3,  
GRAND UNITED ORDER OF  
NAZARITES OF QUEEN ANNE'S  
COUNTY, INC.  
A Maryland Corporation  
Address Unknown

And

MORNING STAR COURT, NO. 20,  
GRAND UNITED ORDER OF  
NAZARITES OF QUEEN ANNE'S  
COUNTY, INC.  
A Maryland Corporation  
Address Unknown

And

The Unknown Successor(s)  
in Interest to the  
Corporations known as Mt.  
Ararat Pasture No. 3, Grand  
United Order of Nazarites of  
Queen Anne's County, Inc. and  
Morning Star Court No. 20,  
Grand United Order of  
Nazarites of Queen Anne's  
County, Inc.

And

All Persons having or  
claiming to have an interest  
in property located in the  
Town of Centreville on the  
north side of Academy Lane  
located between Liberty and  
Commerce Streets containing  
the improvements commonly  
known as The Clarence Wilson  
Post of the American Legion,

DEFENDANTS

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY

EQUITY NO. 7422

ORDER OF PUBLICATION

ORDERED, by the Circuit Court for Queen Anne's County:  
The above Defendants are hereby notified that the above Plaintiff has filed an action to remove a reservation in a deed permitting use of the above described property for meetings by the two defendant Nazarite organizations and requesting the appointment of a trustee to confirm a 1943 deed for the subject property, and have the court declare marketable title to the subject property by the Plaintiff, naming the above parties as Defendants.

THE DEFENDANTS ARE HEREBY WARNED THAT FAILURE TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE September 27, 1983, MAY RESULT IN THE CASE PROCEEDING AGAINST THEM BY DEFAULT.

**FILED**  
AUG 4 1983

*Marguerite A. Wankin*  
CLERK

CIRCUIT COURT  
QUEEN ANNE'S CO.

CLARENCE E. WILSON POST #21  
OF QUEEN ANNE'S COUNTY OF  
THE AMERICAN LEGION, INC.,  
A Maryland Corporation  
110 Little Kidwell Avenue  
Centreville, Maryland 21617;

Plaintiff

vs.

MT. ARARAT PASTURE, NO. 3,  
GRAND UNITED ORDER OF  
NAZARITES OF QUEEN ANNE'S  
COUNTY, INC.  
A Maryland Corporation  
Address Unknown

And

MORNING STAR COURT, NO. 20,  
GRAND UNITED ORDER OF  
NAZARITES OF QUEEN ANNE'S  
COUNTY, INC.  
A Maryland Corporation  
Address Unknown

And

The Unknown Successor(s)  
in Interest to the  
Corporations known as Mt.  
Ararat Pasture No. 3, Grand  
United Order of Nazarites of  
Queen Anne's County, Inc. and  
Morning Star Court No. 20,  
Grand United Order of  
Nazarites of Queen Anne's  
County, Inc.

And

All Persons having or  
claiming to have an interest  
in property located in the  
Town of Centreville on the  
north side of Academy Lane  
located between Liberty and  
Commerce Streets containing  
the improvements commonly  
known as The Clarence Wilson  
Post of the American Legion,

DEFENDANTS

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY

EQUITY NO. 7422

CLERK  
1963 SEP 10 PM 12 10  
QUEEN ANNE'S COUNTY

16-205

CERTIFICATE OF PUBLICATION

Centreville, Md. 8/24 19 83

**We Hereby Certify**

That the annexed advertisement of Clarence E. Wilson Post #21 of the American Legion 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 Sept. 19 83. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 10th day of Aug. 19 83, and the last insertion on the 24th day of Aug. 19 83.

Publishers, Record Observer  
Per [Signature]

**NOTICE**  
CLARENCE E. WILSON  
POST #21 OF QUEEN ANNE'S COUNTY OF THE AMERICAN LEGION, INC., A Maryland Corporation, 110 Little Kidwell Avenue, Centreville, Maryland 21617,  
Plaintiff

vs.  
MT. ARARAT PASTURE, NO. #3, GRAND UNITED ORDER OF NAZARITES OF QUEEN ANNE'S COUNTY, INC., A Maryland Corporation, Address Unknown

And  
MORNING STAR COURT, NO. 20, GRAND UNITED ORDER OF NAZARITES OF QUEEN ANNE'S COUNTY, INC., A Maryland Corporation, Address Unknown

And  
The Unknown Successor(s) in Interest to the Corporations known as Mt. Ararat Pasture No. 3, Grand United Order of Nazarites of Queen Anne's County, Inc. and Morning Star Court No. 20, Grand United Order of Nazarites of Queen Anne's County, Inc.

And  
All Persons having or claiming to have an interest in property located in the Town of Centreville on the north side of Academy Lane located between Liberty and Commerce Streets containing the improvements commonly known as The Clarence Wilson Post of the American Legion,  
Defendants

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY EQUITY NO. 7422 ORDER OF PUBLICATION ORDERED, by the Circuit Court for Queen Anne's County: The above Defendants are hereby notified that the above Plaintiff has filed an action to remove a reservation in a deed permitting use of the above described property for meetings by the two defendant Nazarite organizations and requesting the appointment of a trustee to confirm a 1943 deed for the subject property, and have the court declare marketable title to the subject property by the Plaintiff, naming the above parties as Defendants.

THE DEFENDANTS ARE HEREBY WARNED THAT FAILURE TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE September 27, 1983, MAY RESULT IN THE CASE PROCEEDING AGAINST THEM BY DEFAULT.

Margarita W. Mankin Clerk  
True Copy, Test:  
Merguerite W. Mankin Clerk  
By: Batty M. Comagys Deputy Clerk  
RB-e-10-31-012

CLARENCE E. WILSON POST #21  
OF QUEEN ANNE'S COUNTY OF  
THE AMERICAN LEGION, INC.,  
A Maryland Corporation  
110 Little Kidwell Avenue  
Centreville, Maryland 21617,

Plaintiff

vs.

MT. ARARAT PASTURE, NO. 3,  
GRAND UNITED ORDER OF  
NAZARITES OF QUEEN ANNE'S  
COUNTY, INC.  
A Maryland Corporation  
Address Unknown

And

MORNING STAR COURT, NO. 20,  
GRAND UNITED ORDER OF  
NAZARITES OF QUEEN ANNE'S  
COUNTY, INC.  
A Maryland Corporation  
Address Unknown

And

The Unknown Successor(s)  
in Interest to the  
Corporations known as Mt.  
Ararat Pasture No. 3, Grand  
United Order of Nazarites of  
Queen Anne's County, Inc. and  
Morning Star Court No. 20,  
Grand United Order of  
Nazarites of Queen Anne's  
County, Inc.

And

All Persons having or  
claiming to have an interest  
in property located in the  
Town of Centreville on the  
north side of Academy Lane  
located between Liberty and  
Commerce Streets containing  
the improvements commonly  
known as The Clarence Wilson  
Post of the American Legion,

DEFENDANTS

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY

EQUITY NO. 7422

CLERK  
1583 SEP 27 PM 4:15  
QUEEN ANNE'S COUNTY

MOTION FOR DECREE PRO CONFESSO

Clarence E. Wilson Post #21 of Queen Anne's County of the American Legion, Inc., Plaintiff, by J. Donald Braden, its attorney, moves, pursuant to Maryland Rule 310 for a Decree Pro Confesso. The grounds of the Motion are as follows:

1. As will be seen by the record in this proceeding, the Court has permitted service of process in this matter by publication.

2. Said publication has been accomplished as will be seen by the Certificate of Publication filed in this proceeding.

3. Although the time for filing an answer to the Bill of Complaint has expired, no answer has been filed on behalf of any of the Defendants.

WHEREFORE, the Plaintiff requests that the Bill of Complaint be taken Pro Confesso.

*J. Donald Braden*  
\_\_\_\_\_  
J. Donald Braden  
Attorney for Plaintiff

DECREE PRO CONFESSO

The Defendants having failed to file an answer within the time required by law, IT IS, this 29th day of September, 1983, by the Circuit Court for Queen Anne's County, sitting in Equity, that the Bill of Complaint in this matter is taken Pro Confesso, and the Plaintiff is granted leave to take testimony before this Court.

*Stephen C. Calk*  
\_\_\_\_\_  
JUDGE

CLERK  
1983 SEP 29 PM 2:28  
QUEEN ANNE'S COUNTY



CLARENCE E. WILSON POST #21  
OF QUEEN ANNE'S COUNTY OF  
THE AMERICAN LEGION, INC.,  
A Maryland Corporation  
110 Little Kidwell Avenue  
Centreville, Maryland 21617,

Plaintiff

vs.

MT. ARARAT PASTURE, NO. 3,  
GRAND UNITED ORDER OF  
NAZARITES OF QUEEN ANNE'S  
COUNTY, INC.  
A Maryland Corporation  
Address Unknown

And

MORNING STAR COURT, NO. 20,  
GRAND UNITED ORDER OF  
NAZARITES OF QUEEN ANNE'S  
COUNTY, INC.  
A Maryland Corporation  
Address Unknown

And

The Unknown Successor(s)  
in Interest to the  
Corporations known as Mt.  
Ararat Pasture No. 3, Grand  
United Order of Nazarites of  
Queen Anne's County, Inc. and  
Morning Star Court No. 20,  
Grand United Order of  
Nazarites of Queen Anne's  
County, Inc.

And

All Persons having or  
claiming to have an interest  
in property located in the  
Town of Centreville on the  
north side of Academy Lane  
located between Liberty and  
Commerce Streets containing  
the improvements commonly  
known as The Clarence Wilson  
Post of the American Legion,

DEFENDANTS

IN THE CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY

EQUITY NO. 7422

CLERK  
1983 OCT 31 PM 2:09  
QUEEN ANNE'S COUNTY

DECREE

The pleadings filed by the Plaintiff having been read and considered, the matter having come for hearing before the Court and the witnesses having been heard and considered, and the exhibits having been reviewed, the Court finds as follows:

1. Clarence E. Wilson Post #21 of Queen Anne's County of the American Legion, Inc. is the owner of the property described in Exhibit A, under color of title and has been in actual, peaceable, open, exclusive, hostile, visible, notorious and continuous possession of that property for more than twenty (20) years.

2. Mt. Ararat Pasture, No. 3, Grand United Order of Nazarites of Queen Anne's County, Inc. and Morning Star Court, No. 20, Grand United Order of Nazarites of Queen Anne's County, Inc. have conducted no activities whatsoever for at least thirty (30) years, and, for all intents and purposes, said organizations have ceased to exist.

3. In view of the inactivity of the above organizations, the Court finds that there is no reason for the reservation in Exhibit A permitting said organizations to conduct meetings on the property described in Exhibit A, to continue to exist.

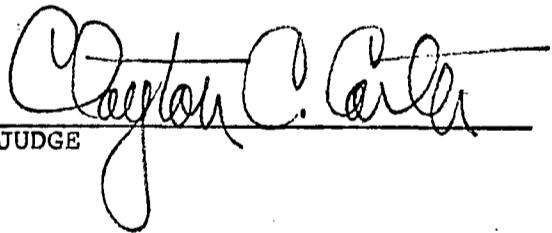
4. The Court finds that the charter of the Plaintiff corporation was not on file with the Maryland State Department of Assessments at the time which it accepted delivery of Exhibit A.

WHEREFORE, IT IS, this 31st day of October, 1983, by the Circuit Court of Queen Anne's County, sitting in Equity, ORDERED, ADJUDGED and DECREED, as follows:

A. Clarence E. Wilson Post #21 of Queen Anne's County of the American Legion, Inc. is the absolute owner of the premises described in Exhibit A filed herein, free and clear of the reservations for the benefit of the Mount Arat Pasture No. 3, Grand United Order of Nazarites of Queen Anne's County and Morning Star Court No. 20, Grand United Order of Nazarites of Queen Anne's County and or the members of either of them, which reservations are set forth in Exhibit A.

B. J. Donald Braden is appointed Trustee, to execute a Confirmatory Deed on behalf of Mt. Ararat Pasture, No. 3, Grand United Order of Nazarites of Queen Anne's County, Inc. and Morning Star Court, No. 20, Grand United Order of Nazarites of Queen Anne's County, Inc. for the subject premises to the Plaintiff corporation.

C. The Plaintiff shall pay the cost of this proceeding.

  
JUDGE

IN THE MATTER OF	:	IN THE
THE REAL ESTATE OF	:	CIRCUIT COURT
FLORENCE EDNA GRIFFEN	:	FOR
	:	QUEEN ANNE'S COUNTY
	:	IN
	:	EQUITY NO. <u>6973</u>

\* \* \* \* \*

PETITION FOR COURT AUTHORIZATION TO TRANSFER PROPERTY

SEP -8 31 \* 26133 \*\*\*\*\*

The United States Department of Agriculture, Farmers Home Administration, (F.H.A.), by Robert R. Price, III, their attorney, respectfully represents unto this Honorable Court as follows:

1. Your Petitioner, F.H.A., is the holder of a mortgage dated April 14th, 1976 and recorded in the Land Records of Queen Anne's County in Liber C.W.C. No. 103, folio 606. (Exhibit #1)

2. Said Mortgage was executed by Florence Edna Griffen and Bonnie Lou Braswell and secured by property owned by them as joint tenants, the property being located in the Fifth Election District of Queen Anne's County on the north side of U.S. Route 50. (Exhibit #2)

3. Said Mortgage has been in default for failure of the Mortgagors to make payments and there is a balance owed of \$33,843.94; \$25,586.70 principal and \$8,257.24 interest as of August 4th, 1981.

4. Bonnie Lou Braswell has evidenced her intention to convey all her interest in said property to F.H.A. by signing a Warranty Deed, Offer to Convey Security and Affidavit of Transfer, in full satisfaction of all her obligations to F.H.A.. (Exhibit #3)

5. Florence Edna Griffen has been in a coma from November 28th, 1979 to the present and is not capable of managing her property or affairs as stated in a letter from her Doctor. (Exhibit #4)

6. Florence Edna Griffen has no equity in the aforesaid property and there are no recorded judgments or liens against the property, as evidenced by an appraisal by Charles E. Anthony, Jr. (Exhibit #5)

LAW OFFICES  
PRICE & FOSTER

RECI  
CLERK, CIV  
1981 SEP 30 PM 2:41  
QUEEN ANNE'S COUNTY

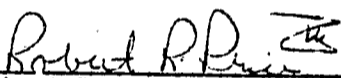
7. Upon a realization that Court authorization is necessary to convey the interest of Florence Edna Griffen the Petitioner requests that this Honorable Court appoint a Trustee to accomplish said conveyance.

WHEREFORE, the Petitioner prays that this Court grant the following relief:

A. That this Honorable Court exercise its jurisdiction pursuant to § 13-204, Estates and Trust Article, Annotated Code of Maryland, and appoint Robert R. Price, III, Trustee for the limited purpose of conveying all the interests of Florence Edna Griffen in the aforesaid property to F.H.A.

B. Grant such other and further relief as the matter of this Cause may require.

I hereby solemnly declare and affirm under the penalties of perjury that the contents of the foregoing Petition are true and correct to the best of my knowledge, information and belief.

  
Robert R. Price, III for  
Farmers Home Administration.  
103 Lawyer's Row  
Centreville, Maryland 21617  
301-758-1660

DOCUMENT NO. 82,480  
USDA-FHA  
Form FHA 427-1 MD  
(Rev. 7-1-73)

LIBR 103 PAGE 606  
Position 5

REAL ESTATE MORTGAGE FOR MARYLAND

KNOW ALL MEN BY THESE PRESENTS, Dated APRIL 14, 1976  
WHEREAS, the undersigned FLORENCE E. GRIFFIN and BONNIE L. BRASWELL

residing in Queen Anne's County, Maryland, whose post office address is Queenstown, Maryland 21658

herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (If more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
April 14, 1976	\$24,900.00	8 3/4%	April 14, 2009

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

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign, and forever warrant unto the Government the following property situated in the State of Maryland, County (lock of

QUEEN ANNE'S

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, on the North side of U. S. Route No. 50, and on the West side of a lane leading into the farm formerly known as the Doctor John C. Earle farm adjoining lands formerly of Howard E. Price, and being separated from the lands of the said Earle farm by the above mentioned lane, said lot being triangular in shape, which is described by the following metes and bounds, courses and distances, according to Certificate of Survey and Plat made by William R. Nuttle, Registered Surveyor, dated November 1975, which Plat is recorded simultaneously herewith, as follows, to wit: BEGINNING for the same at an iron pipe on the Northeast side of U. S. Route No. 50 (75 feet from the centerline), said point being the Westernmost corner of the herein described lands and the Southeast corner of the lands of  
FHA 427-1 MD (Rev. 7-1-73)

This instrument was recorded from Queen Anne's County, Maryland, on 4/14/76

Exhibit #1

J. Herbert Carter; and running, thence, by and with said Carter land, N 34° 42' E, 285.76 feet to an iron pipe on the West side of a dirt lane running along the division line between the lands of Carter and the lands of Marion R. Leaverton; thence, by and with the West side of said lane, S 01° 14' 20" W, 328.71 feet to an iron pipe on the Northeast side of U. S. Route No. 50; thence, by and with the Northeast side of said road, N 58° 56' 20" W, 181.61 feet to the place of beginning; CONTAINING in all 0.594 Acres of land, more or less.

BEING the same lot or parcel of land which was granted and conveyed unto the said Florence Edna Griffin and Bonnie Lou Braswell, as joint tenants, the Mortgagors herein, by Florence Edna Griffin and Emily Louise Braswell by deed of conveyance bearing date September 23, 1975, and recorded in Liber C. W. C. No. 97, folio 375, a land record book for Queen Anne's County, State of Maryland.

RECORDED IN LIBER C. W. C. NO. 97  
FOLIO 375

1975 APR 14 PM 2:49

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

APR 14-76 \* 25966 \*\*\*\*\*15.50

APR 14-76 A \* 25066 \*\*\*\*\*15.50

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

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

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

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

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

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

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

(5) All advances by the Government as described by this Instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

LIBER - 100 PAGE 807

REF 16 PAGE 275

- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (17) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.
- (18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.
- (19) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law.
- (20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, or national origin.
- (21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.
- (22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Newark, Delaware 19711, and in the case of Borrower to him at his post office address stated above.



(23) Upon default by Borrower as aforesaid, in addition to any other remedies provided by law, Borrower hereby assents to the passage of a decree for the sale of the property and Borrower hereby also authorizes the Government, its successors or assigns, after any default in the covenants or conditions of this instrument, to sell the property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 65 of the Public General Laws of Maryland, or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto.

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

PROVIDED that if all the indebtedness hereby secured is duly paid and each and every covenant, condition, agreement, and obligation, contingent or otherwise, contained herein, secured hereby or arising hereunder is fully performed and discharged, this mortgage shall be void; otherwise to remain in full force and effect.

Witness the hand(s) and seal(s) of Borrower the day and year first above written.

TEST: (as to Mortgagors)

Virginia S. White (Witness)

Florence E. Griffin (SEAL)  
Florence E. Griffin

Bonnie L. Braswell (SEAL)  
Bonnie L. Braswell

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S, TO WIT:

ACKNOWLEDGMENT AND AFFIDAVIT

I hereby certify that on this 14th day of April, 19 76, before me, a Notary

Public of the State of Maryland, in and for the said County, personally appeared FLORENCE E. GRIFFIN and

BONNIE L. BRASWELL,

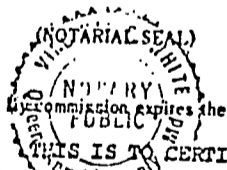
mortgago(s),

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

TURNER, Attorney

, agent of the mortgagee, and made oath that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that the amount of the aforesaid loan has been paid over and disbursed to said mortgagor(s) at or before the time of execution of this mortgage, and also made oath that he is the agent of the mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.



1st

day of

July

19

78

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

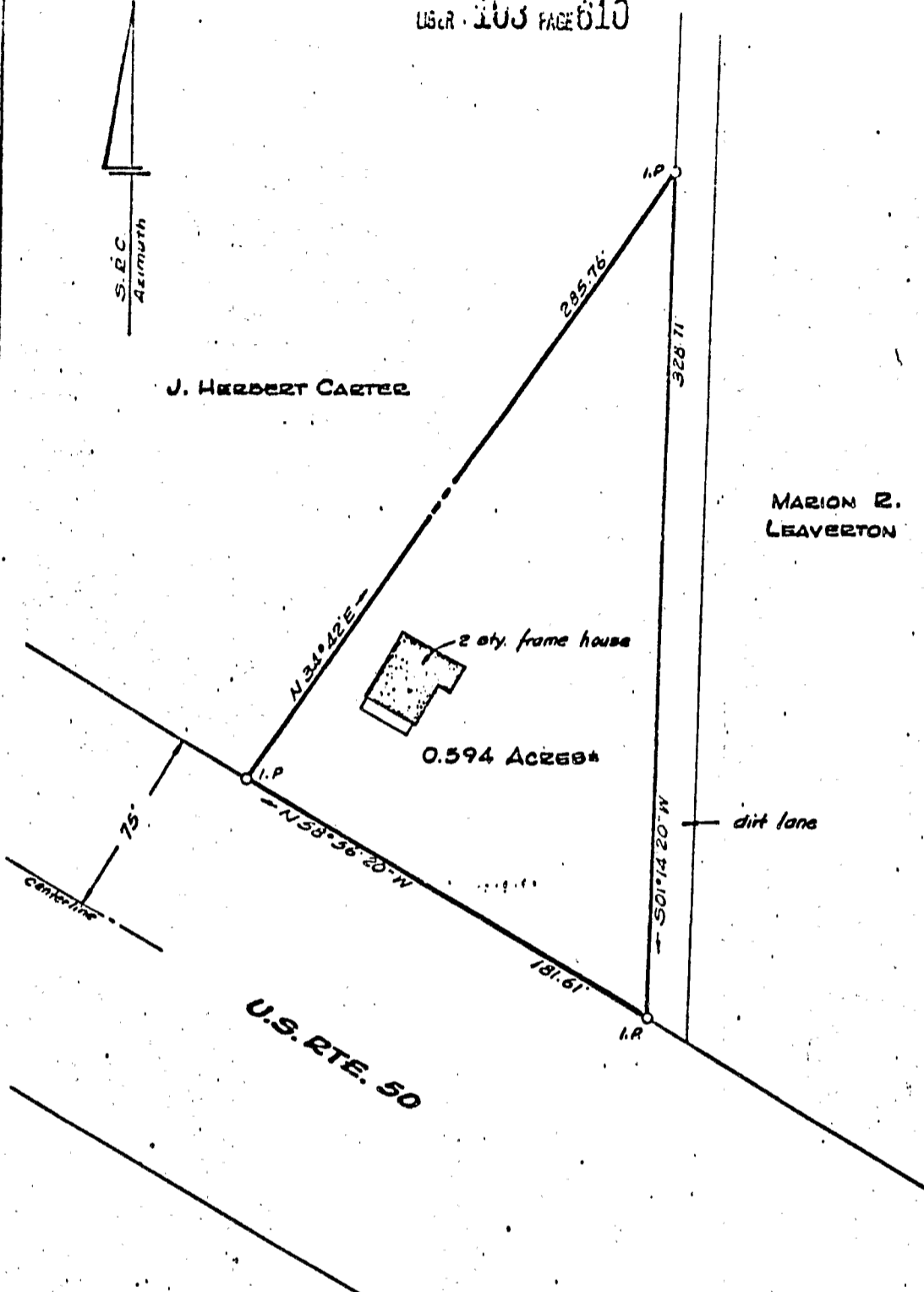
Edward Turner  
Edward Turner, Attorney

USGR 103 PAGE 610



J. HERBERT CARTER

MARION E. LEAVERTON



PLAT OF A SURVEY OF THE  
**GRIFFIN & BRASWELL LANDS**  
 5<sup>TH</sup> DISTRICT, QUEEN ANNES CO., MD.  
 Scale 1" = 50' Nov. 1975.  
 William E. Nuttle, Reg. Surveyor  
 Chestertown, Md.

I.P. = iron pipe

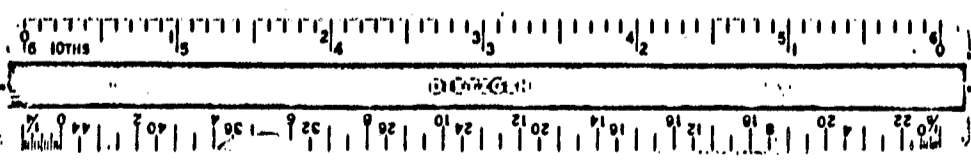


Exhibit # 2

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

WARRANTY DEED  
(Unmarried Grantor)

THIS DEED, made the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between Florence E. Griffin & Bonnie L. Braswell, unmarried, of Queenstown Maryland, County of Queen Anne's, and State of Maryland (hereinafter called "Grantor") and UNITED STATES OF AMERICA (herein after called "Grantee").

WITNESSETH, that in consideration of One Dollar (\$1.00) and other valuable consideration, paid by the Grantee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee and its assigns forever, the following described premises:

ALL that tract, parcel or part of a tract of land situate in the Fifth Election District of Queen Anne's County, Maryland, on the north side of U. S. Route No. 50, and on the west side of a lane leading into the farm formerly known as the Doctor John C. Earle farm adjoining lands formerly of Howard E. Price, and being separated from the lands of the said Earl farm by the above-mentioned lane. This lot of land being triangular in shape and containing one-third (1/3) of an acre of land, more or less; being the same land that was granted to Lorenzo Griffin by Rachel A. Griffin by deed dated December 4, 1920 and recorded among the Land Records of Queen Anne's County in liber JFR No. 5, folio 564. Excepting the part thereof granted to the State of Maryland for highway purposes by deed acknowledged on October 14, 1927, and recorded among said land records in Liber BHT No. 10, folio 469, and excepting also the part thereof which was granted to the State of Maryland to the use of the State Roads Commission of Maryland, by deed dated January 16, 1948, and recorded among said land records in Liber TSP No. 14, folio 148. Said property improved by a dwelling house. BEING the same land granted and conveyed by deed dated the 23rd day of September, 1975, from Florence Edna Griffin et al, to Florence Edna Griffin, et al, and recorded among the Land Records of Queen Anne's County in Liber CWC No. 97, folio 375.

BEING all of the same premises which were conveyed to Florence Edna Griffin & Bonnie Lou Braswell the Grantor herein by Florence Edna Griffin and Emily Louise Braswell, by Deed dated the 23rd day of Sept. 19 75, and recorded the 30th day of Sept. 19 75, in the Clerk's Office County of Queen Anne's and State of Maryland, in the Deed Book CWC 97 Page 375.

Exhibit # 3

I

10-273

SUBJECT to a Real Estate Mortgage in favor of the United States, acting through the Farmers Home Administration, United States Department of Agriculture, executed by the grantor herein, dated April 14th, 1976, and recorded April 14, 1976, in the Clerk of Court, County of Queen Anne's, and State of Maryland in Mortgage Book CWC 103 Page 606.

TO HAVE AND TO HOLD the above granted and described premises with the appurtenances thereof, unto the Grantee and its assigns, forever;

AND THE GRANTOR does hereby release the Grantee and its assigns from any and all claims, present and future, against said premises and against any proceeds of any sale of said premises.

AND THE GRANTOR covenants that (1) he will warrant generally the property hereby conveyed; (2) he is lawfully seized of the said land; (3) he has the right to convey the said land to the Grantee; (4) the Grantee shall have quiet possession of the said land, free from all encumbrances; and (5) he will execute such further assurances of the said land as may be requisite.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written. Signed, sealed and delivered in the presence of:

(Witness) \_\_\_\_\_

(Unmarried) Florence E. Griffin (SEAL)

X (Witness) \_\_\_\_\_

*Bonnie L. Braswell*  
(Unmarried) Bonnie L. Braswell

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

Be it remembered that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me, the subscriber, Florence E. Griffin, unmarried, who I am satisfied is the Grantor mentioned in the foregoing Deed, and to whom I first made known the contents thereof, and thereupon she acknowledged that she signed, sealed, and delivered the same as his/her voluntary act and deed for the uses and purposes therein expressed.

(NOTARIAL SEAL)

\_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_

\*\* (SEE RIDER ATTACHED FOR ACKNOWLEDGEMENT OF BONNIE L. BRASWELL.)

RIDER - ACKNOWLEDGEMENT FOR BONNIE L. BRASWELL  
DISTRICT OF COLUMBIA  
CITY OF WASHINGTON, D.C.

\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) ) TO WIT:

BE IT REMEMBERED that on this 29<sup>th</sup> day of JUNE, 1981, personally appeared before me, the subscriber, Bonnie L. Braswell, unmarried, who I am satisfied is the Grantor mentioned in the foregoing Deed, and to whom I first made known the contents thereof, and thereupon she acknowledged that she signed, sealed, and delivered the same as her voluntary act and deed for the uses and purposes therein expressed.

(NOTARIAL SEAL)

X Gene A. Terry  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_  
My Commission Expires March 31, 1986

16-251

USDA-FmHA  
Form FmHA 465-4  
(Rev. 1-18-77)

STATE
Maryland
COUNTY
Queen Anne's
CASE NO.
24-18-212409073
DATE
March 4, 1981

TYPE OF LOAN
RH
(SPECIFY)
<input type="checkbox"/> DIRECT <input checked="" type="checkbox"/> INSURED

OFFER TO CONVEY SECURITY

I. We hereby offer to convey to the United States of America, acting through the Farmers Home Administration, herein called "FmHA," our property covered by mortgages, deeds of trust, or other security instruments held or insured by FmHA,  
 in full satisfaction of  
 for a credit equal to the value of the property as determined by FmHA, on our obligations which are secured by or described in such instruments and any obligations incurred on our behalf, as authorized below, in connection with the conveyance of satisfactory title to FmHA.

II. We agree to remove at our expense all prior and junior liens, (except FmHA liens) and all other encumbrances and title defects (now known or hereafter disclosed) except those approved by FmHA in writing.

III. We agree that the following items will be paid by us or may be paid by FmHA and charged to our account as indicated by the marked blocks:

Will be Paid By Us	May be Paid by FmHA and Charged to Our Account	Item
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Expenses necessary or incidental to such conveyance (including but not limited to expenses of title examination, survey, revenue stamps, notary and recording fees.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cost of keeping insurance in force on the property in accordance with the provisions of the security instruments until our deed to FmHA is recorded.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Taxes and assessments, and any liens whose payment is necessary to clear title.

Any items described above in this paragraph not paid by us may be paid by FmHA, at its option and charged to our account.

IV. We hereby assign to FmHA the following:

- (1) all our right, title and interest in all insurance premiums paid by FmHA and charged to our account and all unpaid claims arising from insurance policies in effect at any time on any buildings on said property;
- (2) all our right, title and interest in all abstracts of title, title insurance policies or other title evidence, and in all outstanding leases to which said property is subject, including oil and gas and other types of mineral leases; and
- (3) all funds now on deposit under agreement with FmHA and

(Name of Bank)

If cash proceeds from this assignment are received by FmHA before title to the real estate passes to FmHA, the proceeds shall be applied to the indebtedness.

V. We agree to deliver possession of said real estate to FmHA when it notifies us that our deed to it is recorded.

VI. FmHA may accept this offer at anytime by indicating so in Item VII below and delivering or mailing a copy of this offer to us at the address of the real estate covered by the security instruments or such other address as we may direct. However, title to the property will not vest in FmHA until our deed to it is recorded. We understand that we may withdraw this offer by written notice delivered to FmHA at anytime prior to its acceptance by FmHA.

Florence E. Griffin (Borrower)

*Bonnie L. Braswell*  
Bonnie L. Braswell (Spouse)

VII. Your offer to convey security is accepted  ; Is not accepted

MARK E. SMITH (Approval Official)

County Supervisor (Title)

\* Check or place an X in whichever block is applicable.

AFFIDAVIT OF SELLERS (OR TRANSFERORS)

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

ss:

Before me, the undersigned authority, personally appeared Florence E. Griffin and Bonnie L. Braswell

personally known to me, who, being by me duly sworn, depose and say that the seller(s) or transferor(s) of the land referred to

in paragraph 2 hereof (hereinafter called "sellers") are Florence E. Griffin and Bonnie L. Braswell

and further depose and say, upon information and belief, that:

1. If the sellers are individuals: (a) each is a resident and citizen of the United States and is at least the minimum age to assume legal responsibility, and (b) the affiants are husband and wife and their marriage is the first for each or the

affiant is single and has never been married; except that property held in their two names.

2. The sellers are the sole owners of the land described in a certain option (or in a Real Estate security instrument executed or assumed by Transferors if this is a transfer case) given to

dated, 19    ,  
have authority to sell and convey said land and have been in actual, open, notorious, exclusive, adverse, undisputed,

and continuous possession of said land for at least three (3) years.

3. The seller's predecessors in title have been in actual, open, notorious, exclusive, adverse, undisputed, and continuous

possession of said land for at least no years.

4. No person in possession of any part of the property claims any rights adverse to the sellers.

5. The premises are located upon, or have access to, a public road.

6. No boundary lines of the property are disputed by adjoining owners.

7. No buildings or improvements on the property which are essential to its operation or of significant security value encroach upon adjoining lands.

8. No buildings or improvements encroach upon any part of the property which is essential to its operation or is of significant security value.

9. The premises, including all buildings and improvements thereon are in the same condition as they were at the time of the option, or execution of Form FmHA 465.5, "Transfer of Real Estate Security", except for customary wear and tear from ordinary use.

10. The property, including the improvements, crops and fixtures thereon, is not now subject to any unfiled or unrecorded easements or rights-of-way for roads, utility lines, pipelines, canals, or other outstanding encumbrances, reservations, crop, chattel, fixture, or real estate liens, financing statements, conditional sales contract, agricultural, mineral, or other lease, bailment lease, chattel mortgage, retention of title agreement, or other security instrument, instrument granting or reserving rights to timber, oil, gas, coal, or other minerals, or the right to remove the same, or rights with respect to water or other use of the property, or mechanic's or materialmen's lien, except

11. No construction has been commenced or completed upon said property and no materials or services for construction

have been delivered or performed thereon, within the last six (6) months which have not been paid for in full, except

III

16 PAGE 283

FmHA 427-6 (Rev. 7-29-76)



12. The sanitary sewer system serving the premises described in the option is adequate and violates no standards of the State or county or local Boards of Health. The system is operable, is in operation and is not a health hazard or public nuisance. Other water sample and sewage system requirements of FmHA are met.

There are no judgments, orders, decrees, attachments, or suits pending in State or Federal courts against sellers or State or Federal tax liens or claims against them, which are or may become liens against the land; there are no bankruptcy, insolvency, receivership or other similar proceedings pending by or against them in State or Federal courts; and the conveyance or proposed conveyance is not made for the purpose of hindering, delaying, or defrauding any of their creditors.

This affidavit is made to induce the United States to make or insure a loan, or consent to a transfer, with respect to the land involved.

Florence E. Griffin (Husband)

x Bonnie L. Braswell  
Bonnie L. Braswell (Wife)

by Florence E. Griffin

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

(NOTARIAL SEAL)

My commission expires \_\_\_\_\_ (Notary Public)

U.S. G.P.O. 1977-765-006/1581 REG. #6

Sworn to and subscribed before me by Bonnie L. Braswell this 29th day of JUNE, 1981.

(NOTARIAL SEAL)

My commission expires: \_\_\_\_\_ x Gene A. May (Notary Public)

My Commission Expires March 31, 1980



CITY OF BALTIMORE

WILLIAM DONALD SCHAEFER, Mayor



DEPARTMENT OF HOSPITALS

MASON F. LORD, Memorial Building  
Chronic Hospital and Nursing Home  
5200 Eastern Avenue, Baltimore, Maryland 21224

January 30, 1981

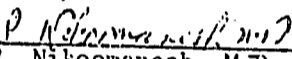
Circuit Court of  
Queen Anne's County

To Whom It May Concern

Mrs. Florence Griffin (BCH#75-20-17) was admitted to the Mason F. Lord Building on November 28, 1979. Ever since her admission she has remained comatose and unresponsive. Her discharge summary from Johns Hopkins Hospital indicates that she suffered a stroke in September, 1979 with subsequent subdural hematoma as a result of skull fracture. She had evaluation of subdural at Easton Memorial hospital but the patient never regained consciousness. She developed gangrene of right foot for which she was admitted to Johns Hopkins Hospital for below knee amputation.

As mentioned previously, she is comatose and receives nourishment through a tube. To my judgement she is not capable of managing her financial affairs.

If I can be of any further assistance, do not hesitate to call me.

  
P. Nikoomanesh, M.D., Assistant Chief  
Chronic Medical Care

dls  
cc: Robert R. Price, III, ✓  
Attorney  
Muriel Rose, Medical Social Work

Exhibit # 4 16-285



All America's Best  
BALTIMORE  
All America's Best

CHARLES E. ANTHONY, JR.  
 ROUTE 2 BOX 320  
 CENTREVILLE, MARYLAND  
 21617

September 8, 1981

Mr. Robert R. Price, III  
 Attorney at Law  
 Centreville, Maryland 21617

Re: Appraisal Of Florence E. Griffin And  
 Bonnie Lou Braswell Property

Dear Mr. Price:

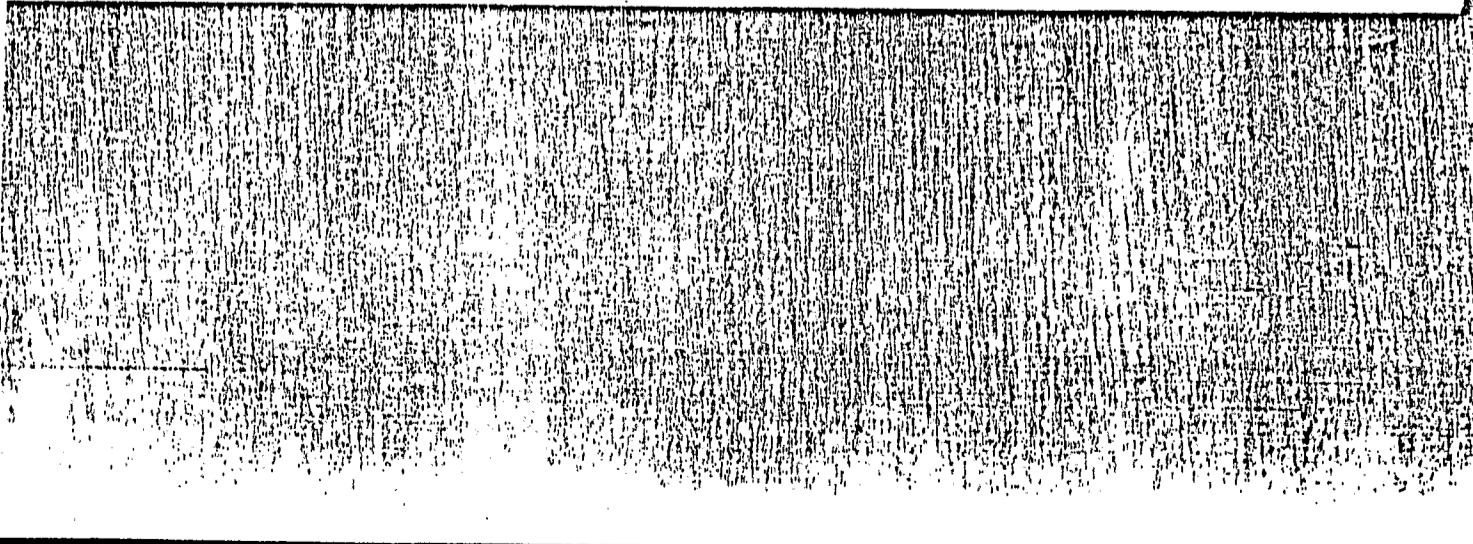
In accordance with your request I have made an appraisal of the above mentioned property. The property is located on the north side of Route 50 between Queenstown and Wye Mills. The lot is 0.59 acres with 181 feet of frontage on Route 50.

The dwelling is 28 feet by 40 feet Nanticoke modular home built in 1976. There are three bedrooms, one bath, kitchen with dining area, living room and small utility room. The dwelling has been robbed and vandalized and left vacant for about two years. The appraiser is of the opinion that all water pipes have been frozen and bursted. There is baseboard electric heat.

As of this date, this dwelling sells new, including grading and seeding for \$31,750.

Replacement cost of dwelling	\$31,750
Depreciation	- 10,000
	\$21,750
Well and Septic	+ 3,500
	\$25,250
Estimated land value	+ 5,000
Total appraised value	\$30,250

*Exhibit # 5*



CCC:mfe:9/17/81

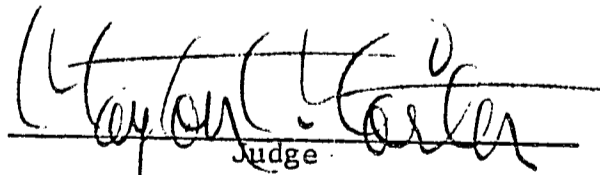
IN THE MATTER OF : IN THE CIRCUIT COURT  
THE REAL ESTATE OF : FOR QUEEN ANNE'S COUNTY,  
FLORENCE EDNA GRIFFEN : SITTING IN EQUITY  
: NO. 6973

ORDER OF COURT

The Petition for Court Authorization to Transfer Property having been read and considered and the Court having considered the interests of the creditors of Florence Edna Griffen and her dependents, if any, and found a basis exists for assuming jurisdiction over the real property of Florence Edna Griffen, a disabled person.

IT IS THEREUPON ORDERED, ADJUDGED, AND DECREED, this 17th day of September, 1981, by the Circuit Court for Queen Anne's County, Sitting in Equity, pursuant to §13-204 of the Estates and Trusts Article, Annotated Code of Maryland, that Robert R. Price, III be and he is hereby appointed Trustee to execute a deed and other necessary papers on behalf of Florence Edna Griffen, a disabled person, to Farmers Home Administration in connection with the real estate described in said Petition.

FURTHER ORDERED that the costs of this proceeding shall be paid by the Petitioner.

  
Judge

Distribution:  
Original: Court File  
True Copies:  
Robert R. Price, III, Esq. (2)

CLERK  
1981 SEP 17 PM 4:15  
QUEEN ANNE'S COUNTY

DAVID C. BRYAN  
111 Lawyers Row  
Centreville, Maryland 21617  
Attorney Named  
In Mortgage

v.

KURT F. ROSER and  
KAREN S. ROSER, his wife  
Queenstown, Maryland 21658  
Mortgagors

\* \* \* \* \*

In The Circuit Court  
For Queen Anne's County  
In Equity  
No. 7429

AUG 25-83\* 24\*67 \*\*\*\*\*60.00  
AUG 25-83 A 924467 \*\*\*\*\*60.00

ORDER TO DOCKET SUIT

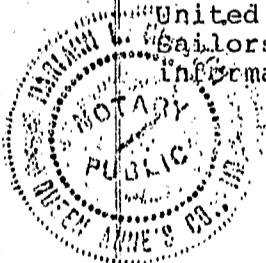
Marguerite W. Mankin, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from Kurt F. Roser and Karen S. Roser, his wife, to The Centreville National Bank of Maryland, dated January 9, 1981, and recorded among the land records of Queen Anne's County, Maryland in Liber M.W.M. No. 171, folio 494, in which the said David C. Bryan is specifically authorized to exercise the power of sale therein contained; default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the note secured by said mortgage, and you will file in said suit the original 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 25<sup>th</sup> day of August, 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David C. Bryan, Attorney Named In Mortgage and made oath in due form of law that Kurt F. Roser and Karen S. Roser, 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.



Therion L. Thawson  
Notary Public  
My Commission Expires: 7/1/86

1983 AUG 25 AM 11:27  
QUEEN ANNE'S COUNTY

149640-40

m-699

*1/5 W.N.*

\$50,000.00

Centreville, Maryland *January 9*, 198<sup>R2</sup>*her*

For value received, we jointly and severally promise to pay to the order of The Centreville National Bank of Maryland the sum of Fifty Thousand Dollars (\$50,000.00).

Negotiable and payable at the Banking House, Centreville, Maryland, in one hundred eighty (180) equal, consecutive, monthly installments of Six Hundred Forty-nine Dollars and Sixteen Cents (\$649.16) each, beginning on the *9<sup>th</sup>* day of *February*, 198<sup>R2</sup>, including interest to date of payment of each installment at the rate of thirteen and one-half per centum (13 1/2%) per annum on the full amount of balance of note; 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 this note or at any time thereafter upon the demand of the holder. *her* *3/2/86*

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 15% 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. Also makers hereby further agree that in the event that makers shall fail to make any installment herein provided for at the time when the same becomes due under the provisions hereof, and said installment shall remain overdue for a period in excess of 15 days, makers promise to pay a "late charge" of five cents (\$.05) for each dollar so overdue, or two dollars (\$2.00), whichever is greater, for the purpose of defraying the expense of following up and handling the said delinquent installment.

TEST:

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

*[Signature]* (SEAL)  
Kurt F. Roser  
*[Signature]* (SEAL)  
Karen S. Roser

SECURED BY REAL ESTATE MORTGAGE

*1/11*

Book 1-12-8

THIS MORTGAGE, made this 9<sup>th</sup> day of January, 1980, by and between KURT F. ROSER and KAREN S. ROSER, his wife, of Queen Anne's County, State of Maryland, Mortgagors, and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a national banking association, Mortgagee;

WHEREAS, the Mortgagors are indebted unto the Mortgagee in the sum of Fifty Thousand Dollars (\$50,000.00), which sum was this day loaned and is evidenced by and payable with interest as provided in a note of even date herewith, the unpaid balance with interest thereon being due January 9, 1996; and

WHEREAS, it was a condition precedent to the making of said loan that the repayment thereof with interest should be secured by the execution of this mortgage.

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

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, and being more particularly described by metes and bounds, courses and distances, in accordance with a survey made by Russell R. Klages & Associates, Professional Land Surveyor, dated July, 1979, and recorded among the land records of said Queen Anne's County in Liber M.W.M. No. 157, folio 190, as follows, to wit: BEGINNING for the same at a point on the Southwest side of Maryland Route #456 and at the beginning of 6th or South 23° 54' 20" West, 89.67' line of Parcel #2 of the deed dated September 13, 1971, to Kurt F. Roser and Karen S. Roser, as recorded in the Land Records of Queen Anne's County in Liber C.W.C. No. 58, folio 160, thence binding on said 6th line and continuing to bind on the 7th, 8th, 9th and 10th line of said deed (C.W.C. No. 58, folio 160) the following courses and distances: (1) 6th South 23° 54' 20" West, 89.67 feet; (2) 7th North 66° 05' 40" West, 65.00 feet; (3) 8th South 23° 54' 20" West, 65.00 feet; (4) 9th North 66° 05' 40" West, 12.00 feet; (5) 10th South 23° 54' 20" West, 60.00 feet to the North side of U.S. Route 50; thence binding on the said North side of Route 50; (6) South 66° 05' 40" East, 300.0 feet to a point at the intersection of the aforementioned Maryland Route #456 the following two (2) courses and distances: (7) 1) North 23° 54' 20" East, 136.13 feet; (8) 2) North 46° 43' 20" West, 236.43 feet to the place of beginning; containing 1.011 acre of land, more or less.

BEING the same and all of the land which was granted and conveyed to the Mortgagors by Gertrude E. Roser, by deed dated September 27, 1979, and recorded among the land records of said Queen Anne's County in Liber M.W.M. No. 157, folio 188.

It is stipulated and warranted by the Mortgagors that the loan hereby secured is a commercial loan within the meaning of Title 12 of the Commercial Law Article of the Annotated Code of General Public Laws of Maryland.

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

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of the Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the Mortgagors shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by the Mortgagors in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all the terms, covenants and conditions of this mortgage and the note secured hereby, including the payment of any late charges, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

THE MORTGAGORS JOINTLY AND SEVERALLY HEREBY COVENANT:

a. That they warrant specially the property hereby conveyed; that they are seized thereof in fee simple and have a right to convey the same; that they have done no act to encumber the same; that they will execute such further assurances thereof as may be requisite.

b. That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagors by voluntary or involuntary grant or assignment or in any other manner without the Mortgagee's written consent, or should they default on any note, bond, mortgage or deed of trust secured by or securing a prior lien upon the herein mortgaged property; or should the same be further encumbered by the Mortgagors, their or its successors, heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum at the option of the Mortgagee shall immediately become due and owing as herein provided.

c. That they will pay or cause to be paid when due the principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest, thereon, and all other sums payable by them in accordance with the terms of this mortgage and note secured hereby, or any renewals or extensions, and that they hereby expressly waive the benefit of all exemptions, homestead or otherwise, under the laws of this or any other State, and agree to pay the debt without any offset whatsoever.

d. That they will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed, or any part thereof.

e. That they will keep all improvements now or hereinafter located on the premises in good repair; that they will maintain and work the premises hereby conveyed in a good and husbandlike manner; that they will commit no waste; that they will not cut or remove or permit to be cut or removed any wood or timber from said premises without the written consent of the Mortgagee, and that they will make all proper renewals, replacements, and additions to the property, and not tear down the improvements or materially change them or permit them to be torn down or materially changed without the prior written consent of the Mortgagee.

f. That they will insure and keep insured buildings and improvements now or which may hereafter be placed on the said premises against loss or damage by fire, flood, 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 liens, taxes, 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 to 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 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.



DAVID C. BRYAN  
111 Lawyers Row  
Centreville, Maryland 21617  
Attorney Named  
In Mortgage

\* In The Circuit Court  
\*  
\* For Queen Anne's County  
\*  
\* In Equity  
\*  
\* No. 7429

v.

KURT F. ROSER and  
KAREN S. ROSER, his wife  
Queenstown, Maryland 21658  
Mortgagors

\* \* \* \* \*

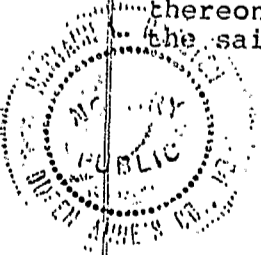
STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated January 9, 1981 in the gross amount of \$50,000.00 by Kurt F. Roser and Karen S. Roser, his wife, to The Centreville National Bank of Maryland	\$49,360.60
With earned interest through 8/19/83	13,511.64
Late charges	681.45
Total	\$63,553.69

Per diem interest rate \$18.26

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

This is to certify that on this 25<sup>th</sup> day of August, 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 Kurt F. Roser and Karen S. Roser, his wife, under the above described mortgage note is true to the best of his knowledge and belief, and there is no credit due thereon, except as shown, nor any security therefor except the said mortgage.



Francis L. Rawston  
Notary Public  
My Commission Expires: 7/1/86

CLERK  
1983 AUG 25 AM 11:27  
QUEEN ANNE'S COUNTY

STATE OF MARYLAND  
QUEEN ANNE'S COUNTY

TO WIT:

#7429

KNOW ALL MEN BY THESE PRESENTS, that we, David C. Bryan of Queen Anne's County, State of Maryland, and the Western Surety 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 Sixty-Five Thousand Dollars (\$65,000.00), 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 25th day of August, 1983;

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from Kurt F. Roser and Karen S. Roser, his wife, to The Centreville National Bank of Maryland dated January 9, 1981 and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber M.W.M. No. 171, folio 494, in which the principal is specifically authorized to exercise the power of sale therein contained for collection, and he is about to sell the land and premises in said mortgage, default, having been made in the payment of the money as specified and in the conditions and covenants therein contained.

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

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

SIGNED, SEALED and DELIVERED  
IN THE PRESENCE OF

Kenneth L. Rawston

David C. Bryan SEAL  
David C. Bryan, Attorney Named  
in Mortgage

ATTEST:

Western Surety Company

Kenneth L. Rawston

By: Judith J. Bennett  
Attorney in Fact



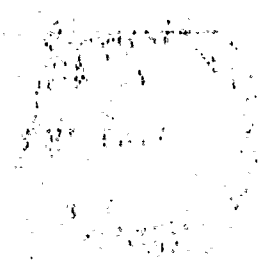
CERTIFIED COPY OF POWER OF  
ATTORNEY ATTACHED

Surety approved  
and bond filed 8/25/83

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

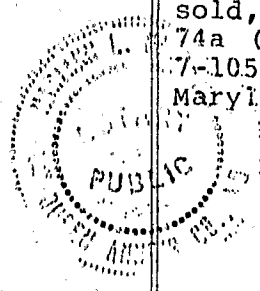
IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 23rd day of September, 1983.

  
Marguerite W. Mankin  
Marguerite W. Mankin, Clerk of the  
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. 7429
	*	
Kurt F. Roser	*	
Karen S. Roser	*	
Queenstown, Maryland 21658	*	
Mortgagor	*	
* * * * *	*	* * * * *

AFFIDAVIT

I HEREBY CERTIFY, that on this 15<sup>th</sup> day of September, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared David C. Bryan, Attorney Named In Mortgage, and made oath in due form of law that notice of the time, place and terms of sale in this cause was duly sent by registered mail to Kurt F. Roser and Karen S. Roser, mortgagors and present record holders of the property to be sold, at their last known address as prescribed by Rule W 74a (2) (c) of the Maryland Rules of Procedure and Section 7-105 of the Real Property Article of the Annotated Code of Maryland.



Miriam L. ...  
Notary Public  
My Commission Expires: 7/1/86

REC'D  
SEP 15 PM 3:20  
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. 7429
	*	
Kurt F. Roser	*	
Karen S. Roser	*	
Queenstown, Maryland 21658	*	
Mortgagor	*	
* * * * *	*	* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of David C. Bryan, Attorney Named in Mortgage, from Kurt F. Roser and Karen S. Roser, his wife, to The Centreville National Bank of Maryland, dated January 9, 1981, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 171, folio 494, 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 Western Surety Company, a body corporate, duly authorized by its charter to become sole surety in the full and just sum of Sixty Five Thousand Dollars (\$65,000.00), 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 mortgagor, at his last known address, notice of the time, place and terms of sale, the said David C. Bryan did attend, on the premises, in Queen Anne's County, Maryland, at the hour of 10:00 A.M., Eastern Time, on September 16, 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 that lot or parcel land, together with the improvements thereon,

CLERK  
 1983 SEP 16 PM 1:41  
 QUEEN ANNE'S COUNTY

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 Earl W. Seward, being then and there the highest bidder(s) therefor, at and for the sum of Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00).

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 Eighty-Seven Thousand Five Hundred Dollars (\$87,500.00).

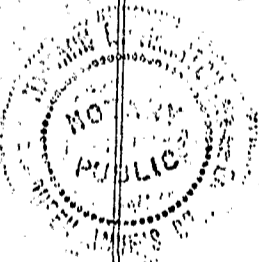
Respectfully submitted,

*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 16<sup>th</sup> day of September, 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 August 25, 1983, and that the status of the party mentioned in said affidavit is the same as it was on the date of the filing of said affidavit.



*Thomas L. Newton*  
Notary Public  
My Commission Expires: 7/1/86



Centreville, Md. 9/14 19 83

### We Hereby Certify

That the annexed advertisement of  
Attorney's sale  
Kurt F. & Karen S. Roser  
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 Sept. 1983.  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 31st day of  
Aug. 1983, and the last  
insertion on the 14th day of  
Sept. 1983.

Publishers, Record Observer

Per W. M. M. M. M.

## Attorney's Sale

OF  
COMMERCIAL PROPERTY IN FEE SIMPLE  
OCEAN HIGHWAY (U.S. ROUTE 50)  
NEAR QUEENSTOWN

Under and by virtue of the power of sale contained in the mortgage from Kurt F. Roser and Keren S. Roser, his wife, to The Centreville National Bank of Maryland dated January 9, 1981, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 171, folio 494; 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 on the hereinafter described premises at U.S. Route 50 and Md. Route 456, Queenstown, Queen Anne's County, State of Maryland, at the hour of 10:00 o'clock A.M., Eastern Time, on

**Fri., Sept. 16, 1983**

the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, being more particularly described by metes and bounds, courses and distances, in accordance with a survey made by Russell R. Kleges & Associates, Professional Land Surveyor, dated July, 1979, and recorded among the land records of said Queen Anne's County in Liber M.W.M. No. 157, folio 190, as follows, to wit: BEGINNING for the same at a point on the Southwest side of Maryland Route #456 and at the beginning of 6th or South 23 degrees 54 minutes 20 seconds West, 89.67 feet-line of Parcel #2 of the deed dated September 13, 1971, to Kurt F. Roser and Keren S. Roser, as recorded in the land records of Queen Anne's County in Liber C.W.C. No. 58, folio 160, thence binding on said 6th line and continuing to bind on the 7th, 8th, 9th and 10th line of said deed (C.W.C. No. 58, folio 160), the following courses and distances: (1) 6th South 23 degrees 54 minutes 20 seconds West, 89.67 feet; (2) 7th North 66 degrees 05 minutes 40 seconds West, 65.00 feet; (3) 8th South 23 degrees 54 minutes 20 seconds West, 65.00 feet; (4) 9th North 66 degrees 05 minutes 40 seconds West, 12.00 feet; (5) 10th South 23 degrees 54 minutes 20 seconds West, 60.00 feet to the North side of U.S. Route 50; thence binding on said North side of Route 50; (6) South 66 degrees 05 minutes 40 seconds East, 300.0 feet to a point at the intersection of the aforementioned Maryland Route #456 the following two (2) courses and distances: (7) 1) North 23 degrees 54 minutes 20 seconds East, 136.13 feet; (8) 2) North 46 degrees 43 minutes 20 seconds West, 236.43 feet to the place of beginning; containing 1.011 acres of land, more or less.

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.

16-301

**IMPROVEMENTS:** 27 x 46 old style block service station containing 1,242 square feet of space, concrete floor. This property is well located on the major highway to the ocean resorts with a frontage for 300 feet on U.S. Route 50 and 370 feet on Md Route 456. It has excellent visibility and easy access directly to U.S. Route 50. Md Route 456 connects with U.S. Route 301 and gives additional access to U.S. Route 50.

**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 thirteen and one-half percent (13½%) from day of sale to day of settlement, or all cash on the day of sale as the purchaser(s) may elect. The deed for the property will be executed by the undersigned upon ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deed, title papers, documentary stamps, transfer tax and notary fees to be paid by the purchaser(s).

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 is" condition.

DAVID C. BRYAN  
Attorney Nemed in Mortgage  
111 Lewyers Row  
Centerville, Maryland 21617  
Telephone: 301-758-1643  
Joseph A. Jackson, Jr.  
Auctioneer  
RB-8-31-31-039

DAVID C. BRYAN  
111 Lawyers Row  
Centreville, Maryland 21617  
Attorney Named  
In Mortgage

v.

Kurt F. Roser  
Karen S. Roser  
Queenstown, Maryland 21658  
Mortgagor

\* \* \* \* \*

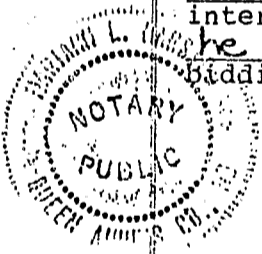
\* In The Circuit Court  
\*  
\* For Queen Anne's County  
\*  
\* In Equity  
\*  
\* No. 7429  
\*  
\*  
\*  
\*  
\*  
\*  
\* \* \* \* \*

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 16<sup>th</sup> day of September, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Earl W. Seward purchaser(s) at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that he purchased all that 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~~ \_\_\_\_\_), 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 L. Trauston  
Notary Public  
My Commission Expires: 7/1/86

1983 SEP 10 PM 1:42  
QUEEN ANNE'S COUNTY

SEP 16 1983

DAVID C. BRYAN  
111 Lawyers Row  
Centreville, Maryland 21617  
Attorney Named  
In Mortgage

v.

Kurt F. Roser  
Karen S. Roser  
Queenstown, Maryland 21658  
Mortgagor

\* In The Circuit Court  
\*  
\* For Queen Anne's County  
\*  
\* In Equity  
\*  
\* No. 7429

\* \* \* \* \*

CERTIFICATE OF AUCTIONEER

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

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, being known and designated as 1.011 acres, more or less on U.S. Route 50 at Queenstown.

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.

On the premises on U.S. Route 50, Queenstown, in Queen Anne's County, Maryland, on September 16, 1983, beginning at the hour of 10:00 A.M., Eastern Time, unto

EARL W. NEWARDS

at and for the sum of SEVEN THOUSAND FIVE HUNDRED Dollars (\$ 7,500.00).

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

1983 SEP 16 PM 1:42  
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE

DAVID C. BRYAN, Attorney named  
in Mortgage

vs.

KURT F. ROSER and  
KAREN S. ROSER, his wife

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

Cause No. 7429

ORDERED, this 16th day of September, 1983, that  
the sale of the real property, made and reported in this cause by  
David C. Bryan, Attorney, be ratified and confirmed,  
on or after the 20th day of October, 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 13th day of October, 1983.

The report states the amount of sales to be \$ 87,500.00.

Marguerite H. Mankin Clerk

Filed September 16, 1983



#7429

# Western Surety Company

## RIDER INCREASING OR DECREASING PENALTY OF BOND

To be attached to and form part of Trustee Bond  
Bond No. 50323014 issued on behalf of David Bryan  
as Principal in favor of State of Maryland  
Obligee, and dated the 25th day of August, 1983

In consideration of the additional premium, the WESTERN SURETY COMPANY, (hereinafter called the Company) hereby increases the penalty of the attached Bond from Sixty-Five Thousand and No/100ths (\$ 65,000.00 ) DOLLARS, Eighty-Seven Thousand Five Hundred and No/100ths (\$ 87,500.00 ) DOLLARS, subject to the covenants and conditions of said bond, except as herein stated.

This Rider is executed upon the express condition that the Company's liability shall in no event exceed the total sum of Eighty-Seven Thousand Five Hundred and No/100ths (\$ 87,500.00 ) DOLLARS, on account of liability for any loss occurring subsequent to the 25th day of August, 1983 or the sum of Sixty-Five Thousand and No/100ths (\$ 65,000.00 ) DOLLARS, for loss occurring prior thereto, and upon the further express condition that the total liability under said bond and this endorsement shall in no event exceed a total sum of and No/100ths (\$ 87,500.00 ) DOLLARS.

Signed and dated this 26th day of September, 1983  
David C. Bryan  
David Bryan  
Principal

By \_\_\_\_\_  
WESTERN SURETY COMPANY  
By Joe Kirby  
Joe Kirby, President  
Countersigned

By Jeanne L. Barboeft  
By Judith A. Bennett  
Resident Agent

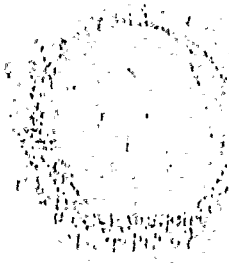
NOTE -- If the Obligee is a Corporation, the acceptance must be by the President, and such other Officer as is authorized to bind the Corporation.  
480 - 11-80  
Surety approval and Bond Yield Oct. 5, 1983



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

I, HEREBY CERTIFY, that the foregoing was truly taken and copied from Liber MWM No. 3, folio 356, Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 10th day of October, 1933.

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

Centreville, Md. 10/12 19 83

### We Hereby Certify

That the annexed advertisement of  
Order Nisi Kurt F. Roser  
and Karen S. Roser  
 was published in the RECORD  
 OBSERVER, a newspaper published  
 in Queen Anne's County, Maryland, once  
 in each of 3 successive weeks before  
 the 13th day of Oct. 19 83.  
 And that the first insertion of said ad-  
 vertisement in the said RECORD  
 OBSERVER was on the 28th day of  
Sept. 19 83, and the last  
 insertion on the 12th day of  
Oct. 19 83.

Publishers, Record Observer  
 Per Walter M. Moore

<p><b>ORDER NISI ON SALE</b>  <b>DAVID C. BRYAN</b>          Attorney named in          Mortgage</p>	<p>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 13th day of          October, 1983.</p>
<p>vs.  <b>KURT F. ROSER and          KAREN S. ROSER, his          wife</b></p>	<p>The report states the          amount of sales to be          \$87,500.00</p>
<p>In the Circuit Court          for          Queen Anne's County          In Equity          Cause No. 7429</p>	<p>Marguerite W. Mankin          Clerk</p>
<p>ORDERED, this 16th day          of September, 1983, that          the sale of the real pro-          perty, made and reported          in this cause by David C.          Bryen, Attorney named in          Mortgage, be retified and          confirmed, on or after the          20th day of October, 1983.</p>	<p>True Copy, Test:          Marguerite W. Menkin          Clerk          By: Betty M. Comagys          Deputy Clerk          Filed September 16, 1983          RB-9-28-34-935</p>

**FILED**  
 OCT 21 1983  
 CIRCUIT COURT  
 QUEEN ANNE'S CO.



DAVID C. BRYAN  
111 Lawyers Row  
Centreville, Maryland 21617  
Attorney Named  
In Mortgage

v.

Kurt F. Roser  
Karen S. Roser  
Queenstown, Maryland 21658  
Mortgagor

\* \* \* \* \*

\* In The Circuit Court  
\*  
\* For Queen Anne's County  
\*  
\* In Equity  
\*  
\* No. 7429

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this 21<sup>st</sup> day of October, 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 O. Carler  
Judge

1983 OCT 24 PM 2:54  
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

DAVID C. BRYAN	:	
Attorney In Mortgage	:	
	:	
v.	:	Chancery #7429
KURT F. ROSER et ux.	:	
	:	
:	:	:
:	:	:

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		\$ 87,500.00	
Interest on \$ 77,500.00 at 13.5%			
from 09/16/83 to 10/28/83			
42 days @ \$28.66 per day		1,203.72	
Credit for real property taxes			
1981/82	494.80		
1982/83	450.69		
1983/84 (07/01 to 09/16)	<u>144.53</u>	<u>1,090.02-</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 87,613.70
COMMISSIONS, payable to Fiduciary		\$ 4,525.00	
ATTORNEY FEE, as per Mortgage		250.00	
EXPENSES OF SALE			
Court costs	\$ 161.00		
Advertising			
Notices of sale			
Record/Bay Times	299.25		
Washington Post	148.00		
Sunpapers	91.80		
Annapolis Capital	25.90		
Report of sale	63.00		
Bond premium	262.50		
Auctioneer's fee	200.00		
Certified mail	<u>1.55</u>	<u>1,253.00</u>	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 45.00		
Postage & copies	<u>1.02</u>	<u>46.02</u>	<u>6,074.02-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 81,539.68
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal, per Statement of Debt		\$ 49,360.60-	
Interest to 08/19/83, per Statement		13,511.64-	
Late charges, per Statement		681.45-	
Interest on principal at 13.5%			
08/20/83 to 11/15/83 - 88 days at \$18.26		<u>1,606.88-</u>	
TO BE DISTRIBUTED TO Mortgagee			\$ 65,160.57-
AVAILABLE FOR DISTRIBUTION			
Net proceeds, as above		\$ 81,539.68	
Income from investment of proceeds		<u>688.37 *</u>	<u>82,228.05</u>
SURPLUS to be distributed to Mortgagors			\$ 17,067.48 *

\* Plus interest to date of distribution

NOTICE

The attached Account was filed on November 22nd, 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

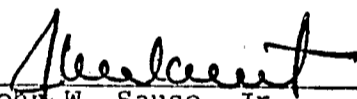
I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Chancery Cause #7429. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it 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 22nd, 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, Esquire  
111 Lawyers Row  
Centreville, Maryland 21617

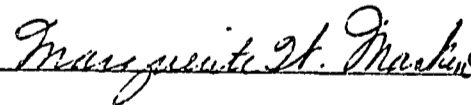
Kurt F. Roser  
Queenstown, Maryland 21658

Karen S. Roser  
Queenstown, Maryland 21658

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

NISI RATIFICATION OF AUDIT

ORDERED this 22nd 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 8th 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.

  
\_\_\_\_\_  
Margaret H. Maslin, Clerk

Filed: November 22, 1983

CLERK  
1983 NOV 22 AM 10:53  
QUEEN ANNE'S COUNTY

DAVID C. BRYAN, Attorney named  
in Mortgage

vs.

KURT F. ROSER AND  
KAREN S. ROSER, His wife

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7429  
\*  
\*  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 8th day of December, 1983,  
by the Court that the account of the Auditor is finally ratified and  
confirmed, and David C. Bryan, Attorney, ~~Assigned, trustee,~~  
is directed to apply the proceeds accordingly, with a due proportion of  
interest as the same has been or may be received.

*Margaret St. Jenkins* Clerk

Filed December 8, 1983

DAVID C. BRYAN  
111 Lawyers Row  
Centreville, Maryland 21617  
Assignee and Attorney  
Named In Mortgage

\* In The Circuit Court  
\*  
\* For Queen Anne's County  
\*  
\* In Equity  
\*  
\* No. 7416

v.

Charles W. Cahall, Sr.  
Box 42A-B  
Church Hill, Maryland 21623

and

Vivianne Yvonne Cahall  
Route 1 Box 103  
Queen Anne, Maryland 21657  
Mortgagors

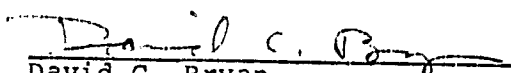
JUL 25-83 \* 23195 \*\*\*\*\*60 00  
JUL 25-83 A 23195 \*\*\*\*\*60 00

\* \* \* \* \*

ORDER TO DOCKET SUIT

Marguerite W. Mankin, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from Charles W. Cahall, Sr. and Vivianne Yvonne Cahall, his wife, to The Centreville National Bank of Maryland, dated October 7, 1977, and recorded among the land records of Queen Annes' County, Maryland in Liber C.W.C. No. 126, folio 544, and assigned by the said Centreville National Bank of Maryland on July 21, 1983 to David C. Bryan for collection by foreclosure; and of the second mortgage from Charles W. Cahall, Sr. to The Centreville National Bank of Maryland, dated April 8, 1983, and recorded among said land records in Liber M.W.M. No. 195, folio 89, in which the said David C. Bryan is specifically authorized to exercise the power of sale therein contained; default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the notes secured by said mortgages, and you will file in said suit the original mortgages as well as the accompanying military affidavit and statements of indebtedness.

  
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 25<sup>th</sup> day of July, 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David C. Bryan, Assignee and Attorney Named In Mortgage and made oath in due form of law that Charles W. Cahall, Sr. and Vivianne Yvonne Cahall, 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

111  
CLERK  
1983 JUL 25  
QUEEN ANNE'S

This Mortgage, made this 7th day of October, 1977, by and between

CHARLES W. CAHALL, SR. and VIVIANNE Y. CAHALL, his wife, of Queen Anne's County, State of Maryland, hereinafter called "MORTGAGORS"; and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate, hereinafter called "MORTGAGEE";

WHEREAS, the said Mortgagors are indebted unto the Mortgagee in the full and just sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), for money this day lent and advanced to them, as represented by a promissory note for the said sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), bearing even date herewith and payable at the Banking House of said body corporate in Centreville, Queen Anne's County, Maryland, with interest at the rate of NINE AND ONE-HALF PER CENTUM (9½%) per annum, in TWO HUNDRED FORTY (240) equal consecutive monthly installments in the sum of TWO HUNDRED THIRTY THREE DOLLARS AND FOUR CENTS (\$233.04) 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), 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 MORTGAGE WITNESSETH, that in consideration of the premises and the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, the said Charles W. Cahall, Sr. and Vivianne Y. Cahall, his wife, do hereby grant and convey unto The Centreville National Bank of Maryland, a body corporate, its successors and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, said lot being bounded on the North by the right-of-way of U. S. Route 213 running between Centreville and Church Hill, bounded on the East by the lands of William Turner Morris, Jr., et ux, and bounded on the South and West by lands of Charles Marion Cahall, and which is more fully set forth and described by the following metes and bounds, courses and distances, as prepared by C. Roland Sharretts, Registered Surveyor, dated April 21, 1973, as follows, to wit: BEGINNING for the same at a pipe placed at the intersection of the East Right-of-way line of Highway U. S. 213, the property of William Turner Morris and Ivy Morris, his wife, and the property hereinafter described; (1) South 49 degrees 47 minutes West, 400.1 feet along the right-of-way line of U. S. Route 213, as recorded in Plat Book B. H. T. No. 1, Plat 4686, March 7, 1941, to a pipe; thence leaving the right-of-way line of U. S. Route 213; (2) South 60 degrees 14 minutes East, 250.00 feet to a pipe; (3) North 41 degrees 21 minutes East, 172.80 feet to a pipe at the intersection of the lands of William Turner Morris and Ivy Morris, his wife, and the lands herein described; thence by and with the lands of William Turner Morris and Ivy Morris, his wife; (4) North 02 degrees 54 minutes East, 124.23 feet to a pipe; (5) North 13 degrees 58 minutes West, 132.60 feet to the place of beginning; CONTAINING 1.503 Acres of land, more or less.

BEING THE SAME LOT OR PARCEL OF LAND WHICH WAS GRANTED AND CONVEYED unto the said Charles William Cahall, Sr. and Vivianne Yvonne Cahall, his wife, the Mortgagors herein, by Charles Marion Cahall, unmarried, by deed of conveyance bearing date May 11, 1973, and recorded in Liber C. W. C. No. 74, folio 65, a land record book for Queen Anne's County, State of Maryland.

RECEIVED  
CLERK, CIRCUIT COURT

1977 OCT -7 AM 11: 17

QUEEN ANNE'S COUNTY

OCT -7-77 \* 27123 \*\*\*\*\*91.50  
OCT -7-77 A #27123 \*\*\*\*\*82.50  
OCT -7-77 A #27122 \*\*\*\*\*9.00

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

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

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum charge of \$2.00, on each payment more than fifteen days in arrears, to cover the extra expense involved in handling delinquent payments, (3) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (4) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (7) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or EDWARD TURNER, its his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash, or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of \$ 150.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose 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. Whichever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagor:

WITNESS: (as to Mortgagors).

*Virginia S. White*  
.....  
*Virginia S. White*  
.....  
.....  
.....

*Charles W. Cahall, Sr.*  
..... (SEAL)  
*Vivianne Y. Cahall*  
..... (SEAL)  
..... (SEAL)  
..... (SEAL)

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S, TO WIT:

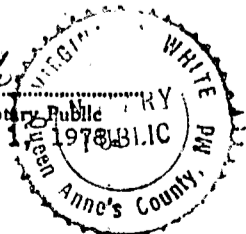
On this the 7th day of October, 1977, before me, Virginia S. White, the undersigned officer, personally appeared CHARLES W. CAHALL, SR. and VIVIANNE Y. CAHALL, his wife, known to me to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared 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, and that the amount of the aforesaid loan has been paid over and disbursed at or before the time of execution of this mortgage.

WITNESS 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.

*Virginia S. White*  
Virginia S. White  
My commission expires July 1978



Order MUM 200 \$161

DOCUMENT NO. 113-468

LIBER 16 PAGE 316

No. \_\_\_\_\_  
RECEIVED FOR RECORD

1983 JUL 25 AM 9:16

JUL 25-83 \* 23194 \*\*\*\*\*12 00  
JUL 25-83 A #23194 \*\*\*\*\*12 00

CORNER ANNEL'S COUNTY

# Assignment

OF MORTGAGE FROM Charles W. Cahall, Sr. and Vivianne V. Cahall, his wife  
TO The Centreville National Bank of Maryland AS RECORDED IN

LIBER CWC NO. 126 FOLIO 544

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 Vice President, this 21st day of July, 1983.

THE CENTREVILLE NATIONAL BANK OF MARYLAND

BY J. O. Pippin, Jr.  
President

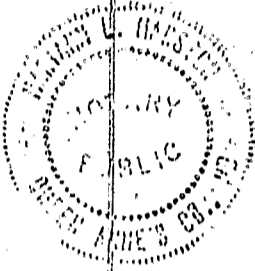
Attest:

J. Robert Barton  
Vice President



amendments thereto and that this information is gotten from persons who know the mortgagors.

Harold L. Kanda  
Notary Public  
My Commission Expires: 7/1/86



THIS SECOND MORTGAGE, made this 5<sup>th</sup> day of April, 1983, by and between CHARLES W. CAHALL, SR., of Queen Anne's County, State of Maryland, Mortgagor, and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a national banking association, Mortgagee;

WHEREAS, the Mortgagor is indebted unto the Mortgagee in the sum of Five Thousand Dollars (\$5,000.00), which sum was this day loaned and is evidenced by and payable with interest as provided in a note of even date herewith, the unpaid balance with interest thereon being due April 5, 1988; and

WHEREAS, it was a condition precedent to the making of said loan that the repayment thereof with interest should be secured by the execution of this mortgage.

NOW, THEREFORE, THIS SECOND MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dolllar (\$1.00), the receipt of which is hereby acknowledged, the Mortgagor hereby grants and conveys unto the Mortgagee, its successors and assigns, in fee simple, all of the following described real estate, to wit:

Parcel No. One

ALL that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, said lot being bounded on the North by the right of way of U.S. Route 213 running between Centreville and Church Hill, bounded on the East by the lands of William Turner Morris, Jr., et ux., and bounded on the South and West by lands of Charles Marion Cahall, and which is more fully set forth and described in the following metes and bounds, courses and distances, as prepared by C. Roland Sharretts, registered surveyor, dated April 21, 1973, as follows, to wit:

BEGINNING for the same at a pipe placed at the intersection of the east right of way line of highway U.S. Route 213, the property of William Turner Morris and Ivy Morris, his wife, and the property hereinafter described, (1) South 49 degrees 47 minutes West, 400.1 feet along the right of way line of U.S. Route 213 as recorded in Plat Book B.H.T. No. 1, Plat 4648, March 7, 1941, to a pipe; thence leaving the right of way line of U.S. Route 213, (2) South 60 degrees 14 minutes East, 250.00 feet to a pipe, (3) North 41 degrees 21 minutes East, 172.80 feet to a pipe at the intersection of the lands of William Turner Morris and Ivy Morris, his wife, and the lands herein described; thence by and with the lands of William Turner Morris and Ivy Morris,

his wife, (4) North 02 degrees 54 minutes East, 124.23 feet to a pipe, (5) North 13 degrees 58 minutes West, 132.60 feet to the place of beginning; containing 1.503 acres of land, more or less.

BEING designated as Parcel No. 1 of the lands granted and conveyed unto Charles W. Cahall, Sr. by deed from Charles W. Cahall, Sr. and Vivianne Yvonne Cahall, his wife, dated May 5, 1982 and recorded among the land records of Queen Anne's County in Liber M.W.M. No. 184, folio 719 and being the same land granted and conveyed unto Charles W. Cahall, Sr. and Vivianne Yvonne Cahall, his wife by deed from Charles Marion Cahall dated May 11, 1973 and recorded among said land records in Liber C.W.C. No. 74, folio 65.

SUBJECT, NEVERTHELESS, to the legal operation, lien and effect of a mortgage dated October 7, 1977 from Charles W. Cahall, Sr. and Vivianne Yvonne Cahall, his wife, to The Centreville National Bank of Maryland, securing an advance of Twenty-Five Thousand Dollars (\$25,000.00) and recorded among the said land records in Liber C.W.C. No. 126, folio 544, which mortgage the Mortgagor agrees to pay according to its terms and conditions and any default under the terms of said mortgage shall constitute a default of the covenants of this second mortgage.

Parcel No. 2

All that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, being more particularly set forth on a survey made by Watson and Son, dated January, 1981, and being described as follows, to wit:

BEGINNING for the same at a point at the end of the second or South 60 degree 14 minutes East, 250 feet line in a certain deed from Charles Marion Cahall to Charles William Cahall, Sr. dated May 11, 1973, recorded among the land records of Queen Anne's County in Liber C.W.C. No. 74, folio 65, and running thence, from said point of beginning, North 41 degrees 20 minutes 26 seconds East, 103.17 feet along the line of the said Charles William Cahall, Sr. lands to a point, thence by and with the other lands of Charles Marion Cahall following a course of Southeast Creek generally South 40 degrees 51 minutes 04 seconds East, 104.65 feet to a point and continuing along said Creek,

South 62 degrees 00 minutes 51 seconds East, 82.51 feet to a point and continuing along said Creek South 71 degrees 07 minutes 36 seconds East, 56.56 feet to a point, thence leaving said Creek and by and with the other lands of Charles Marion Cahall, South 05 degrees 05 minutes 21 seconds West, 88.33 feet to a point marked by an iron pipe, thence North 60 degrees 06 minutes 10 seconds West, 294.30 feet to the place of beginning.

BEING designated as Parcel No. 2 of the lands granted and conveyed unto Charles W. Cahall, Sr. by deed from Charles W. Cahall, Sr. and Vivianne Yvonne Cahall, his wife, dated May 5, 1982 and recorded among the said land records in Liber M.W.M. No. 184, folio 719 and being the same land granted and conveyed unto Charles William Cahall, Sr. and Vivianne Yvonne Cahall, his wife by deed from Charles Marion Cahall, dated April 15, 1981 and recorded among said land records in Liber C.W.C. No. 174, folio 329.

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 way 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 time 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

LIBER 195 PAGE 01

without the Mortgagee's written consent, or should they default on any note, bond, mortgage or deed of trust secured by or securing a prior lien upon the herein mortgaged property; or should the same be further encumbered by the Mortgagors, their or its successors, heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum at the option of the Mortgagee shall immediately become due and owing as herein provided.

c. That they will pay or cause to be paid when due the principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest thereon, and all other sums payable by them 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, flood, 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 liens, taxes, 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 to 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 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 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 Mortgageors shall be binding upon their respective heirs, personal representatives, successors and assigns.

11. Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

WITNESS the signatures and seals of the Mortgageors:

WITNESS:

Daniel E. Thompson

Charles W. Cahall, Sr. (SEAL)  
Charles W. Cahall, Sr.

STATE OF MARYLAND )  
QUEEN ANNE'S COUNTY )

To Wit:

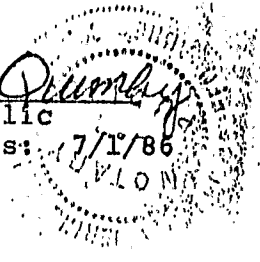
APR -8-83 \* 27534 \*\*\*\*\*52.50  
APR -8-83 A #27534 \*\*\*\*\*27.00  
APR -8-83 A #27533K \*\*\*\*\*50  
APR -8-83 A #27532 \*\*\*\*\*30.00

On this the 8<sup>th</sup> day of April, 1983, before me, the undersigned officer, personally appeared Charles W. Cahall, Sr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained; and at the same time appeared J. O. Pippin, Jr. and made oath in due form of law that the consideration recited in said mortgage is true and bona fide as therein set forth; and that the actual sum of money advanced at the closing transaction by the secured party was paid over and disbursed by the Mortgagee unto the Mortgageor(s) or the person(s) responsible for disbursing of funds in the closing transaction or their respective agents at a time no later than the execution and delivery of this mortgage by the Mortgageor(s); and also made oath that he is the agent of the Mortgagee.

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

RECEIVED  
CLERK, CIRCUIT COURT  
1983 APR -8 PM 3:43  
QUEEN ANNE'S COUNTY

Mary Catherine Quimby  
Notary Public  
My Commission Expires: 7/1/86





PRINCIPAL MORTGAGE NOTE

\$25,000.00

Box 42-A-B

Church Hill, Maryland 21623

October 7, 1977

FOR VALUE RECEIVED, we, jointly and severally, promise to pay to the order of THE CENTREVILLE NATIONAL BANK OF MARYLAND, the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00);

Negotiable and payable at the Banking House in TWO HUNDRED FORTY (240) equal consecutive monthly installments of TWO HUNDRED THIRTY THREE DOLLARS AND FOUR CENTS (\$233.04) each, beginning on the 7th day of November, 1977, including interest to date of payment of each installment at the rate of NINE AND ONE-HALF (9½) PER CENTUM per annum on the full amount of balance of note; 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 this note or at any time thereafter upon the demand of the holder.

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, forthwith issue execution for the amount thereof, with interest and costs, with all exemption waived. Also, makers hereby further agree that in the event that makers shall fail to make any installment herein provided for at the time when the same becomes due under the provisions hereof, and said installment shall remain overdue for a period in excess of fifteen (15) days, makers promise to pay a "late charge" of five cents (5¢) for each dollar so overdue, or \$2.00, whichever is greater, for the purpose of defraying the expense of following up and handling the said delinquent installment.

WITNESS:

Virginia A. White

Charles W. Cahall, Sr. (SEAL)  
Charles W. Cahall, Sr.

Virginia A. White

Vivianne Y. Cahall (SEAL)  
Vivianne Y. Cahall

SECURED BY FIRST MORTGAGE ON  
REAL ESTATE.

M-931

\$5,000.00

Centreville, Md April 8, 1983

16  
1  
049301-80

For value received, the undersigned promises to pay to the order of The Centreville National Bank of Maryland the sum of Five Thousand Dollars (\$5,000.00).

Negotiable and payable at the Banking House, Centreville, Maryland, in Sixty (60) equal, consecutive, monthly installments of One Hundred Twenty-Six Dollars and Ninety-Seven Cents (\$126.97) each, beginning on the 8<sup>th</sup> day of May, 1983, including interest to date of payment of each installment at the rate of Eighteen per centum (18%) per annum on the full amount of balance of note.

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 15% 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. Also makers hereby further agree that in the event that makers shall fail to make any installment herein provided for at the time when the same becomes due under the provisions hereof, and said installment shall remain overdue for a period in excess of 15 days, makers promise to pay a "late charge" of five cents (\$.05) for each dollar so overdue, or two dollars (\$2.00), whichever is greater, for the purpose of defraying the expense of following up and handling the said delinquent installment.

TEST:

David E. Hampton

Charles W. Cahall Sr. (SEAL)  
Charles W. Cahall, Sr.

SECURED BY SECOND REAL ESTATE MORTGAGE

Seale  
4-11-83

DAVID C. BRYAN  
 111 Lawyers Row  
 Centreville, Maryland 21617  
 Assignee and Attorney  
 Named In Mortgage

\* In The Circuit Court  
 \*  
 \* For Queen Anne's County  
 \*  
 \* In Equity  
 \*  
 \* No. 1111

v.

Charles W. Cahall, Sr.  
 Box 42A-B  
 Church Hill, Maryland 21623

and  
 Vivianne Yvonne Cahall  
 Route 1 Box 103  
 Queen Anne, Maryland 21657  
 Mortgagors

\* \* \* \* \*

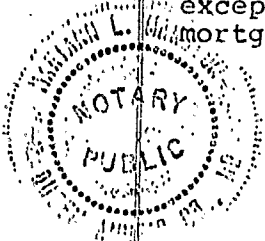
STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated April 8, 1983 in the gross amount of \$5,000.00 by Charles W. Cahall, Sr. to The Centreville National Bank of Maryland	\$5,000.00
With earned interest through 7/18/83	251.52
Late charges	12.70
Total	\$5,264.22

Per diem interest rate \$2.47

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

This is to certify that on this 25<sup>th</sup> day of July, 1983, before me, the subscriber, a Notary of the State and County aforesaid, personally appeared David C. Bryan, Assignee and Attorney Named In Mortgage, and made oath in due form of law that the foregoing Statement of Mortgage Indebtedness due by Charles W. Cahall, Sr. 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.



Thomas L. Thawte  
 Notary Public  
 My Commission Expires: 7/1/86

1983 JUL 25 11:17  
 QUEEN ANNE'S COUNTY

10 327

DAVID C. BRYAN  
 111 Lawyers Row  
 Centreville, Maryland 21617  
 Assignee and Attorney  
 Named In Mortgage

v.

Charles W. Cahall, Sr.  
 Box 42A-B  
 Church Hill, Maryland 21623

and

Vivianne Yvonne Cahall  
 Route 1 Box 103  
 Queen Anne, Maryland 21657  
 Mortgagors

\* \* \* \* \*

In The Circuit Court  
 For Queen Anne's County  
 In Equity  
 No. 7416

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated October 7, 1977 in  
 the gross amount of \$25,000.00 by Charles W. Cahall, Sr. and  
 Vivianne Yvonne Cahall, his wife, to The Centreville  
 National Bank of Maryland \$22,330.29

With earned interest through 7/18/83 598.79

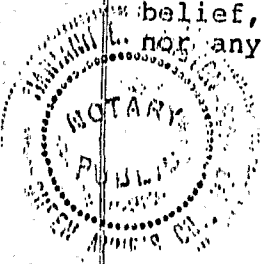
Late charges 23.30

Total \$22,952.38

Per diem interest rate \$5.81

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

This is to certify that on this 25<sup>th</sup> day of  
July, 1983, before me, the subscriber, a Notary of the  
 State and County aforesaid, personally appeared David C.  
 Bryan, Assignee and Attorney Named In Mortgage, and made  
 oath in due form of law that the foregoing Statement of  
 Mortgage Indebtedness due by Charles W. Cahall, Sr. and  
 Vivianne Yvonne Cahall, his wife, under the above described  
 mortgage note is true to the best of his knowledge and  
 belief, and there is no credit due thereon, except as shown,  
 nor any security therefor except the said mortgage.



*Thomas L. Kaska*  
 Notary Public  
 My Commission Expires: 7/1/86

1983 JUL 25 AM 9:17  
 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 Thirty Thousand Dollars (\$30,000.00), 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 25<sup>th</sup> day of July, 1983;

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from Charles W. Cahall, Sr. and Vivianne Yvonne Cahall, his wife, to The Centreville National Bank of Maryland dated October 7, 1977 and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber C.W.C. No. 126, folio 544, and assigned to the principal for collection, and by virtue of the power contained in the second mortgage from Charles W. Cahall, Sr., to The Centreville National Bank of Maryland dated April 8, 1983, and recorded among said land records in Liber M.W.M. No. 195, folio 89, 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 mortgages, 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 and Attorney Named In Mortgage, as aforesaid, does and shall well, truly and faithfully perform the trusts reposed in him under the mortgages aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged properties, 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 L. Thomas

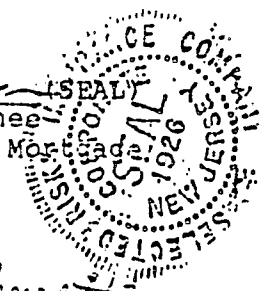
David C. Bryan  
David C. Bryan, Assignee  
and Attorney Named In Mortgage

ATTEST:

[Signature]

SELECTED RISKS

By: Judith C. Bennett  
Attorney in Fact



CERTIFIED COPY OF POWER OF  
ATTORNEY ATTACHED

Book 1 Page 330 Was Missing

DAVID C. BRYAN  
111 Lawyers Row  
Centreville, Maryland 21617  
Assignee and Attorney  
Named In Mortgage

v.

Charles W. Cahall, Sr.  
Box 42A-B  
Church Hill, Maryland 21623

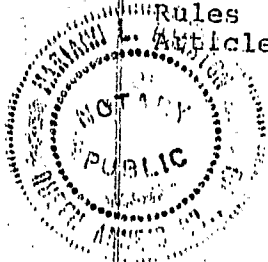
and

Vivianne Yvonne Cahall  
Route 1 Box 103  
Queen Anne, Maryland 21657  
Mortgagors

\* In The Circuit Court  
\*  
\* For Queen Anne's County  
\*  
\* In Equity  
\*  
\* No. 7416  
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\*

AFFIDAVIT

I HEREBY CERTIFY, that on this 12<sup>th</sup> day of August, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared David C. Bryan, Assignee and Attorney Named In Mortgage, and made oath in due form of law that notice of the time, place and terms of sale in this cause was duly sent by registered mail to Charles W. Cahall, Sr. and Vivianne Yvonne Cahall, mortgagors and present record holders of the property to be sold, at their last known address as prescribed by Rule W 74a (2) (c) of the Maryland Rules of Procedure and Section 7-105 of the Real Property Article of the Annotated Code of Maryland.



Kevin L. Newton  
Notary Public  
My Commission Expires: 7/1/86

CLERK  
1983 AUG 12 AM 10:29  
QUEEN ANNE'S COUNTY

DAVID C. BRYAN	*	In The Circuit Court
Assignee and	*	
Attorney Named	*	For Queen Anne's County
In Mortgage	*	
	*	In Equity
	*	
v.	*	No. 7416
	*	
Charles W. Cahall, Sr.	*	
and	*	
Vivianne Yvonne Cahall	*	
Mortgagor	*	
* * * * *	*	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of David C. Bryan, Assignee and Attorney Named in Mortgage, from Charles W. Cahall, Sr. and Vivianne Yvonne Cahall to The Centreville National Bank of Maryland, dated October 7, 1977, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 126, folio 544, and the mortgage dated April 8, 1983 and recorded among said land records in Liber M.W.M. No. 195, folio 89, 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 David C. Bryan 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 Selected Risks, a body corporate, duly authorized by its charter to become sole surety in the full and just sum of Thirty Thousand Dollars (\$30,000.00), 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 10:00 A.M., Eastern Time, on August 31, 1983, and after having the auctioneer cry the

1983 AUG 31 10 00 AM  
QUEEN ANNE'S COUNTY



sale for a considerable length of time, and after reading the advertisement of sale, did sell all those lots or parcels 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 mortgages and Advertisement of Sale unto William R. Wilson, III

, being then and there the highest bidder(s) therefor, at and for the sum of Thirty-Two Thousand Dollars (\$ 32,000.00).

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-Two Thousand Dollars (\$32,000.00).

Respectfully submitted,

David C. Bryan  
David C. Bryan  
Assignee and Attorney Named  
In Mortgage

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

I hereby certify, that on this 31<sup>st</sup> day of August, 1983, before me, the subscriber, personally appeared David C. Bryan, Assignee and 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 July 25, 1983, and that the status of the party mentioned in said affidavit is the same as it was on the date of the filing of said affidavit.



Harrison L. Thawka  
Notary Public  
My Commission Expires: 7/1/86

15 PAGE 834  
Centreville, Md. 8/24 19 83

## We Hereby Certify

That the annexed advertisement of  
~~Sale~~ Charles W. Cahall, Sr.  
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 Aug. 19 83  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 10th day of  
Aug. 19 83, and the last  
insertion on the 24th day of  
Aug. 19 83

Publishers, Record Observer

Per [Signature]

## Attorney's Sale

OF VALUABLE FEE SIMPLE REAL ESTATE  
ONE STORY RESIDENCE

Under and by virtue of the power of sale contained in the mortgage from Charles W. Cahall, Sr. and Vivlanna Yvonna Cahall, his wife, to The Centreville National Bank of Maryland dated October 7, 1977, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 126, folio 544; default having occurred in the terms of said mortgage, said mortgage having been assigned to the undersigned attorney for collection and under and by virtue of the power of sale contained in the second mortgage from Charles W. Cahall, Sr. to The Centreville National Bank of Maryland, dated April 8, 1983, and recorded among said land records in Liber M.W.M. No. 195, folio 89, 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 10:00 o'clock A.M., Eastern Time, on

### Wednesday, August 31, 1983

the following described real estate, to wit:

#### Parcel No. One

ALL that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, said lot being bounded on the North by the right of way of U.S. Route 213 running between Centreville and Church Hill, bounded on the East by the lands of William Turner Morris, Jr., et ux., and bounded on the South and West by lands of Charles Marion Cahall, and which is more fully set forth and described in the following metes and bounds; courses and distances, as prepared by C. Roland Sharretts, registered surveyor, dated April 21, 1973, as follows; to wit:

Beginning for the same at a pipe placed at the intersection of the east right of way line of highway U.S. Route 213, the property of William Turner Morris and Ivy Morris, his wife, and the property hereinafter described, (1) South 49 degrees 47 minutes West, 400.1 feet along the right of way line of U.S. Route 213 as recorded in Plat Book B.H.T. No. 1, Plat 4648, March 7, 1941, to a pipe; thence leaving the right of way line of U.S. Route 213, (2) South 60 degrees 14 minutes East, 250.00 feet to a pipe, (3) North 41 degrees 21 minutes East, 172.80 feet to a pipe at the intersection of the lands of William Turner Morris and Ivy Morris, his wife, and the lands herein described; thence by and with the lands of William Turner Morris and Ivy Morris, his wife, (4) North 02 degrees 54 minutes East, 124.23 feet to a pipe, (5) North 13 degrees 58 minutes West, 132.60 feet to the place of beginning, containing 1.503 acres of land, more or less.

#### Parcel No. Two

All that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, being more particularly set forth on a survey made by Watson and Son, dated January, 1981, and being described as follows; to wit:

BEGINNING for the same at a point at the end of the second or South 60 degree 14 minutes East; 250 feet line in a certain deed from Charles Marion Cahall to Charles William Cahall, Sr., dated May 11, 1973, recorded among the land records of Queen Anne's County in Liber C.W.C. No. 74, folio 65, and running thence, from said point of beginning, North 41 degrees 20 minutes 26 seconds East, 103.17 feet along the line of the said Charles William Cahall, Sr. lands to a point, thence by and with the other lands of Charles Marion Cahall following a course of Southeast Creek generally South 40 degrees 51 minutes 04 seconds East, 104.65 feet to a point and continuing along said Creek, South 62 degrees 00 minutes 51 seconds East, 82.51 feet to a point and continuing along said Creek South 71 degrees 07 minutes 36 seconds East, 56.56 feet to a point, thence leaving said Creek and by and with the other lands of Charles Marion Cahall, South 05 degrees 05 minutes 21 seconds West, 83.33 feet to a point marked by an iron pipe, thence North 60 degrees 06 minutes 10 seconds West, 294.30 feet to the place of beginning.

TOGETHER with the buildings and improvements thereupon affected, 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: 24 x 53 one story Gibraltar type home with white aluminum siding, asphalt shingle roof, full basement, three bedrooms, living room, dining area, large kitchen, electric baseboard heat, tile and hardwood floors, and one bath containing 1272 square feet of living space. There is also a separate 24 x 24 metal shed with a concrete floor now used as a shop.

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 for Queen Anne's County and to bear interest at thirteen percent (13%) from day of sale to day of settlement, or all cash on the day of sale as the purchaser(s) may elect. The deed for the property will be executed by the undersigned upon ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deed, title papers, documentary stamps, transfer tax and notary fees to be paid by the purchaser(s).

At the time and place of sale, the purchaser(s) will be required to make affidavit as required by Rule C-16b3 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 is" condition.

DAVID C. BRYAN  
Assignee and Attorney  
Named in Mortgage  
111 Lawyers Row

Centreville, Maryland 21617  
Telephone: 301-758-1643

Joseph A. Jackson, Jr.  
Auctioneer

MB-9-10-31-014

DAVID C. BRYAN  
Assignee and  
Attorney Named In  
Mortgage

In The Circuit Court  
For Queen Anne's County  
In Equity  
No. 7416

v.

Charles W. Cahall, Sr.  
and  
Vivianne Yvonne Cahall  
Mortgagor

\* \* \* \* \*

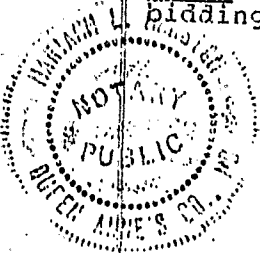
AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 31<sup>st</sup> day of August, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared WILLIAM R. WILSON III purchaser(s) at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that he purchased all that 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 \_\_\_\_\_), 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 R. Rawston  
Notary Public  
My Commission Expires: 7/1/86



1983 AUG 31 AM 10:56  
QUEEN ANNE'S COUNTY

16 AUG 3 1983

DAVID C. BRYAN  
Assignee and Attorney  
Named In Mortgage

\* In The Circuit Court  
\*  
\* For Queen Anne's County  
\*  
\*  
\* In Equity  
\*  
\* No. 7416  
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v.

Charles W. Cahall, Sr.  
and  
Vivianne Yvonne Cahall  
Mortgagor

\* \* \* \* \*

CERTIFICATE OF AUCTIONEER

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

ALL those two (2) lots or parcels of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, containing 2.000 acres of land, more or less fronting on Md Route 213.

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 August 31, 1983, beginning at the hour of 10:00 A.M., Eastern Time, unto

WILLIAM R. WILSON, III

at and for the sum of THIRTY-TWO THOUSAND Dollars (\$ 32,000.00 ).

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

1983 AUG 31 AM 12:56  
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE

DAVID C. BRYAN, Assignee and  
Attorney Named in Mortgage

vs.

CHARLES W. CAHALL, SR. and  
VIVIANNE YVONNE CAHAL  
Mortgagor

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

Cause No. 7416

ORDERED, this 31st day of August, 1983, that  
the sale of the real property, made and reported in this cause by  
David C. Bryan, Assignee and Attorney named in Mortgage, be ratified and confirmed,  
on or after the 3rd day of October, 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 29th day of September, 1983.

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

Marguerite St. Martin Clerk

Filed August 31, 1983

8/7-14-81

Centreville, Md. 9/21 19 83

**We Hereby Certify**

That the annexed advertisement of  
Order Nisi- Charles W. Cahall  
Vivianne Yvonne Cahall  
was published in the RECORD

OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 29th day of Sept. 19 83.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 7th day of  
Sept. 19 83, and the last  
insertion on the 21st day of  
Sept. 19 83.

Publishers, Record Observer

Per *Marguerite W. Menkin*

*Filed October 3, 1983*

**ORDER NISI  
ON SALE  
DAVID C. BRYAN**  
Assignee and Attorney  
named in Mortgage  
vs.  
**CHARLES W. CAHALL,  
SR. and VIVIANNE  
YVONNE CAHALL**  
Mortgagor  
In the Circuit Court  
for  
Queen Anne's County  
in Equity  
Cause No. 7416

ORDERED, this 31st day  
of August, 1983, that the  
sale of the real property,  
made and reported in this  
cause by David C. Bryan,  
Assignee and Attorney  
named in Mortgage, be  
ratified and confirmed, on  
or after the 3rd day of  
October, 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 29th day of  
September, 1983.

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

Marguerite W. Mankin  
Clerk  
True Copy, Test:  
Marguerite W. Menkin  
Clerk

By: Betty M. Comegys  
Deputy Clerk  
Filed August 31, 1983  
RB-9-7-31 06

DAVID C. BRYAN  
Assignee and  
Attorney Named  
In Mortgage

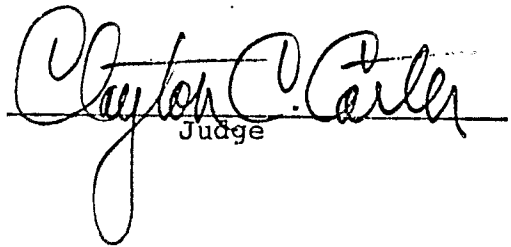
v.

Charles W. Cahall, Sr.  
and  
Vivianne Yvonne Cahall  
Mortgagor

\* In The Circuit Court  
\*  
\* For Queen Anne's County  
\*  
\* In Equity  
\*  
\* No. 7416  
\*  
\*  
\*  
\*  
\*  
\* \* \* \* \*

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this 3rd day of October, 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, Assignee and Attorney Named In Mortgage, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding order nisi; and the said David C. Bryan, Assignee and Attorney Named In Mortgage, is allowed the usual commissions and such proper expenses, not personal, as he shall produce voucher thereof to the Auditor.

  
Judge

CLERK  
1983 OCT -4 AM 11:00  
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

DAVID C. BRYAN  
Assignee and Attorney

v.

Chancery #7416

CHARLES W. CAHALL, SR.  
VIVIANNE YVONNE CAHALL

AUDITOR'S ACCOUNT

<b>PROCEEDS OF FORECLOSURE SALE</b>			
Sale Price, as reported		\$ 32,000.00	
Interest on \$ 28,800.00 @ 13%			
from 08/31/83 to 10/13/83			
43 days @ \$10.26 per day		441.18	
Real property taxes \$ 406.42			
from 07/01 to 08/31/83			
62 days @ \$1.113		<u>69.01-</u>	
<b>GROSS AMOUNT AVAILABLE FOR DISTRIBUTION</b>			<b>\$ 32,372.17</b>
COMMISSIONS, payable to Fiduciary	\$ 1,750.00		
ATTORNEY FEE, per Mortgage		400.00	
<b>EXPENSES OF SALE</b>			
Court costs	\$ 169.50		
Advertising			
Notice of sale	385.89		
Report of sale	63.00		
Bond premium	120.00		
Auctioneer's fee	80.00		
Certified mail	<u>3.44</u>	821.83	
<b>AUDITOR'S FEE AND COSTS</b>			
Fee for audit	\$ 45.00		
Postage & copies	<u>1.02</u>	<u>46.02</u>	<u>3,017.85-</u>
<b>NET AMOUNT AVAILABLE FOR DISTRIBUTION</b>			<b>\$ 29,354.32</b>
<b>INDEBTEDNESS DUE UNDER MORTGAGE</b>			
Principal, per Statement of Debt			
First Mortgage		\$ 22,330.29-	
Second Mortgage		5,000.00-	
Interest to 07/18/83, per Statement		850.31-	
Late charges, per Statement		36.00-	
Interest 07/19/83 to 10/30/83 (104 days)			
First Mortgage: 9.5% (\$5.81/day)		604.24-	
Second Mortgage: 18% (\$2.47/day)		<u>256.88-</u>	<b>\$ 29,077.72-</b>
<b>AVAILABLE FOR DISTRIBUTION</b>			
As above	\$ 29,354.32		
Interest on invested sale proceeds	<u>201.16 *</u>		<u>29,555.48</u>
<b>SURPLUS, to be distributed to Mortgagors</b>			<b>\$ 477.76 *</b>

\* Plus interest to date of distribution to Mortgagors

CLERK  
1983 OCT 25 PM 2:51  
QUEEN ANNE'S COUNTY



NOTICE

The attached Account was filed on November 25th, 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 #7416. 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 25th, 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, Esquire  
111 Lawyers Row  
Centreville, Maryland 21617

Charles W. Cahall, Sr.  
Box 42A-B  
Church Hill, Maryland 21623

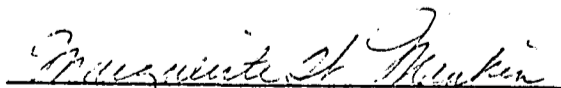
Vivianne Yvonne Cahall  
Route 1 Box 103  
Church Hill, Maryland 21623



John W. Sause, Jr.  
Auditor

NISI RATIFICATION OF AUDIT

ORDERED this 25th 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 13th 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 25, 1983

The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21617

CLAYTON C. CARTER, ASSOCIATE JUDGE

CENTREVILLE  
NOV 25 2 10  
PM 1983



20 244 342

Vivianne Yvonne Cahall  
Route 1 Box 103  
Church Hill, Maryland 21623

Scotch 7664 - Post-it - Routing Request Pad

ROUTING - REQUEST

Please

- READ
- HANDLE
- APPROVE
- and
- FORWARD
- RETURN
- KEEP OR DISCARD
- REVIEW WITH ME

Date 11/29/83

To *Walt*

*Put in CRJ*

*File in 112.C*

*has left State*

*and will contact*

*subsequently.*

From *Clayton Carter*

NOV 25 1983

DAVID C. BRYAN, Assignee  
and Attorney named in Mortgage

vs.

CHARLES W. CAHALL, SR. and  
VIVIANNE YVONNE CAHALL

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7416  
\*  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 15th day of December, 1983,  
by the Court that the account of the Auditor is finally ratified and  
confirmed, and David C. Bryan, Assignee & Attorney, ~~ASSIGNEE & ATTORNEY~~  
is directed to apply the proceeds accordingly, with a due proportion of  
interest as the same has been or may be received.

*Marguerite St. Rankin* Clerk

Filed December 15, 1983

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

Substitute Trustee  
Ellen A. Efros  
1828 L Street, N.W.  
Suite 1111  
Washington, D.C. 20036

Plaintiff,

v.

Ronald T. Berger  
5510 Harbor Drive  
Chester, Maryland 21619

Defendant.

Equity Docket No. 10

Folio No.

Case No. 7391

JUN -8-83 A 92 821 \*\*\*\*\*60 00

ORDER TO DOCKET FORECLOSURE OF DEED OF TRUST

Mr. Clerk:

Please docket the above-entitled cause of action, together with (1) a certified copy of that certain Deed of Trust from Ronald T. Berger to Charles E. Bell, Trustee, dated July 2, 1982, and recorded among the Land Records of Queen Anne's County, Maryland, on September 23, 1982, in Liber 188, Folio 172, with a certified copy of the request for Clerk to incorporate a certified copy of said Deed of Trust attached hereto as Exhibit A; and (2) a certified copy of the Deed of Appointment of Substitute Trustee, Ellen A. Efros, attached hereto as Exhibit B; and (3) a Statement of Debt under oath by Ellen A. Efros attached hereto as Exhibit C; and (4) a Statement of Military Service Affidavit, being attached hereto as Exhibit D.

Date: 6/7/83

Owen Katzman  
Owen B. Katzman  
Vorys, Sater, Seymour and Pease  
1828 L Street, N.W., Suite 1111  
Washington, D.C. 20036

Attorney for Plaintiffs

OF COUNSEL:

Ellen A. Efros  
Vorys, Sater, Seymour and Pease  
1828 L Street, N.W., Suite 1111  
Washington, D.C. 20036

RECEIVED  
CLERK, CIRCUIT COURT  
1983 JUN -8 AM 10: 29  
QUEEN ANNE'S COUNTY

EXHIBIT "A"

Vorys, Sater, Seymour and Pease

Suite 1111  
1828 L Street NW  
Washington, D.C. 20036

Telephone (202) 822-8200  
Telecopier (202) 835-0699  
Telex 440693

In Columbus  
52 East Gay Street  
Post Office Box 1008  
Columbus, Ohio 43216

Telephone (614) 464-6400  
Telecopier (614) 464-6350  
Hoplax (614) 464-6453  
Cable Vorysater

In Cleveland  
2100 East Ohio Building  
1717 East Ninth Street  
Cleveland, Ohio 44114  
Telephone (216) 621-7091

Arthur L. Vorys  
1856-1033  
Lowry E. Sater  
1107-1035  
Augustus T. Seymour  
1873-1026  
Edward H. Pease  
1873-1024

June 6, 1983

Clerk  
Circuit Court for  
Queen Anne's County  
Courthouse  
Centreville, Maryland 21617

Dear Sir:

I have enclosed for filing with the Circuit Court for Queen Anne's County an Order to Docket Foreclosure. We have attached to the Order to Docket a Statement of Mortgage Debt, a certified copy of the Appointment of Successor Trustee, and an Affidavit of Military Service.

We request, as we were instructed by your offices, that a certified copy of the Deed of Trust be placed in the foreclosure record. The Deed of Trust was recorded in the land records of Queen Anne's County on September 23, 1982, at Liber 188, Folio 712.

We have enclosed a check in the amount of \$64.50 which covers the filing fee for the Order to Docket and the fee for the certified copy of the Deed of Trust of \$4.50 (\$3.00 for the certified copy and \$.50 per page at 3 pages).

We have also enclosed a photostatic copy of the Order to Docket with exhibits. We request you date-stamp this copy and return it to me in the enclosed self-addressed stamped envelope.

If you require additional information or documentation, please contact me.

Sincerely,

*Lynne J. Haslbeck*  
Lynne J. Haslbeck  
Legal Assistant

LJH/jcd  
Enclosures

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

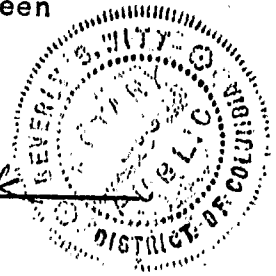
Substitute Trustee  
 Ellen A. Efros  
 1828 L Street, N.W.  
 Suite 1111  
 Washington, D.C. 20036  
 Plaintiff,  
 v.  
 Ronald T. Berger  
 5510 Harbor Drive  
 Chester, Maryland 21619  
 Defendant.

Equity Docket No.  
 Folio No.  
 Case No.

DISTRICT OF COLUMBIA, To Wit:

I Hereby Certify That the foregoing is a true copy of the letter to the Clerk, Circuit Court, Queen Anne's County, dated June 6, 1983, requesting a certified copy of the Deed of Trust found at Liber 188 at Folio 712 of the Land Records of Queen Anne's County be placed into the foreclosure record.

*Lynne V. Haslbeck*  
Lynne V. Haslbeck



Sworn to and subscribed before me, a Notary Public in and for said District, this 6<sup>th</sup> day of June 1983.

*Beverly B. Witt*  
Notary Public

My Commission expires: 2/28/86

10/10/82 of 11/10/82 mailed to Waterfield Mfg Co., Wawa ..  
5121 Henderson Rd.  
Yonkers N.Y. 10748

DOCUMENT NO. 110,030

188 PAGE 712

**PURCHASE MONEY  
DEED OF TRUST**

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED, made this 2nd day of July, 1982, by and between  
Ronald T. Berger  
party of the first part and Charles E. Bell, Trustee,  
as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto  
**WATERFIELD MORTGAGE COMPANY, INCORPORATED**

under the laws of the State of Indiana, a corporation organized and existing  
in the principal sum of **FIFTY**  
**FOUR THOUSAND THREE HUNDRED FIFTY AND 00/100** Dollars (\$ **54,350.00** ).

with interest from date at the rate of Fifteen and one-half per centum ( 15.50 )  
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 SEVEN HUNDRED NINE AND 27/100  
Dollars ( \$ 709.27 ),  
commencing on the first day of August, 1982, and 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 July, 2012.

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 rea-  
sonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby se-  
cured, 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 them  
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, situated in the County of Queen Anne's and State of Maryland, known and distinguished as

All that Lot or parcel of land being known and designated as lot No. 20, Block  
E of the lands of Chester Beach, Inc., called or known as 'HARBOR VIEW', all  
as is more particularly shown on a Plat of said lands by William D. Purdum,  
Registered Surveyor, dated August 6, 1952 and recorded among the Land Records  
of Queen Anne's County, Maryland in Liber TSP No. 6, folio 26.

Being the same lot of ground which by Deed dated April 7, 1979 and recorded  
among the land records of Queen Anne's County, Maryland in Liber 148, folio  
550, was granted and conveyed by Ronald Thomas Berger and Niala Jean Berger,  
his wife to Ronald Thomas Berger.

CHATELS INCLUDE: Range, refrigerator, washer, dryer, window a/c

RECEIVED  
CLERK, CIRCUIT COURT  
1982 SEP 23 11 10 04  
QUEEN ANNE'S COUNTY

SEP 23-82 \* 29118 \*\*\*\*253.10  
SEP 23-82 A 29118 \*\*\*\*237.60  
SEP 23-82 A 29117K \*\*\*\*\*50  
SEP 23-82 A 29116 \*\*\*\*\*15.00

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

By the execution of this instrument, Mortgagors, Grantors or parties of the first part (whichever applies) certify and  
acknowledge that prior thereto they have received both a fully executed agreement as to the contractual rate of interest and  
a loan disclosure statement in connection with the loan secured hereby both as required by Article 49 of the Annotated Code  
of Maryland.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and  
assigns as trustee.

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 his sole use and benefit, until default be made in the  
payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter  
provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein  
provided, and all other proper costs, 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  
his 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 cents for Notary's fee, for each release. The right to charge and  
receive said fee shall be limited to two Trustees.

Replaces Form FHA-2127M, which may be used until Supply is exhausted

STATE OF MARYLAND  
HUD-92127M (10-79)

AND UPON THIS FURTHER TRUST, upon any default made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at the rate set forth in the note secured hereby from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be <sup>their</sup> 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 in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or 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; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, <sup>his</sup> heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

AND in the event of the resignation, death, incapacity, disability, removal, or absence from the State of any Trustee or Trustees, or should either refuse to act or fail to execute this Trust when requested, then any other Trustee shall have all the rights, powers, and authority and be charged with the duties that are hereby conferred or charged upon both; and in such event, or at the option of the holder of the note and with or without cause, the holder of the note is hereby authorized and empowered to appoint, and to substitute and appoint, by an instrument recorded wherever this Deed of Trust is recorded, a Trustee in the place and stead of any Trustee herein named or any succeeding or substitute Trustee, which appointed and substitute Trustee or Trustees shall have all the rights, powers, and authority and be charged with all the duties that are conferred or charged upon any Trustee or Trustees herein named.

AND the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; *Provided, however,* That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, 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, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) 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) 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 Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

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

(III) interest on the note secured hereby; and

(IV) 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. The holder of the note may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments, but in no event shall such "late charge" exceed the limitations imposed by Article 49 of the Annotated Code of Maryland as of the date hereof.

3. That if the total of the payments made by the party of the first part under (b) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the party of the first part, shall be credited on subsequent payments to be made by the party of the first part, or refunded to the party of the first part. If, however, the monthly payments made by the party of the first part under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and



assessments, and Insurance premiums, as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. 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 shall, in computing the amount of such indebtedness, credit to the account of the party of the first part all payments made under the provisions of (a) of paragraph 2 hereof, which the holder of said note has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) 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 shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and costs, expenses and charges of attorneys for services in any legal proceeding wherein Trustee shall be made a party by reason of this Deed of Trust, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefore 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 on demand, shall bear interest at the rate set forth in the note secured hereby and shall be secured by this Deed of Trust.

5. 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 thereon, reasonable wear and tear excepted.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note 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 the note and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. 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 full amount 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.

7. The party of the first part further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the 60 days time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (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 full legal interest.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the party of the first part to the holder of the note secured hereby and shall be paid forthwith to said holder to be applied by it on account of the indebtedness secured hereby, whether due or not.

10. That 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 of funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all 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 set forth in the note secured hereby.

11. That 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.

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

Witness: Cherie A. Hollister Ronald T. Berger (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

STATE OF MARYLAND, Arne Arundel Co. to wit:  
I HEREBY CERTIFY, that on this the 2nd day of July, 1982, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Ronald T. Berger known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

At the same time, also personally appeared Michael S. Biglane, the agent of the party secured by the foregoing deed of trust, and made oath in due form of law that the consideration of said deed of trust 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 party of the first part or the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the final and complete execution of this deed of trust; and he further made oath that he is the agent of the party secured by the foregoing deed of trust and as such is duly authorized to make this affidavit.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
Cherie A. Hollister (NOTARY Public Seal)


My commission expires: July 1, 1986  
RECEIVED FOR RECORD on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_, at \_\_\_\_\_ o'clock  
and recorded in Liber No. \_\_\_\_\_ at Folio \_\_\_\_\_ one of the Land Records. Examined by \_\_\_\_\_

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 188, folio 712, 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 8th  
day of June 1983.

  
Margaret W. Rankin  
Margaret W. Rankin, Clerk of  
Circuit Court for Queen Anne's County

APPOINTMENT OF SUCCESSOR TRUSTEE

Waterfield Mortgage Company, Incorporated, the beneficiary named in the Deed of Trust created by Ronald T. Berger dated July 2, 1982, and duly recorded among the Land Records of Queen Anne's County on September 23, 1982, in Liber 188, Folio 712, does hereby nominate and appoint as successor trustee to administer the above-referenced trust, pursuant to the power and authority contained therein, Ellen A. Efros of Vorys, Sater, Seymour and Pease, 1828 L Street, N.W., Suite 1111, Washington, D.C. 20036, from and after the date of execution of this instrument. At such time, the property forming the trust estate shall be transferred to the successor trustee herein named.

APR 25-83 \* 28395 \*\*\*\*\*  
APR 25-83 A #28395 \*\*\*\*\*  
APR 25-83 A #28395 \*\*\*\*\*

IN WITNESS WHEREOF, said Waterfield Mortgage Company, Incorporated, by its duly authorized officers, have herunto set their hands this 1 day of April, 1983.

WITNESSES:

Nancy Riedinger  
Nancy Riedinger  
Linda K. Bulmahn  
Linda K. Bulmahn

WATERFIELD MORTGAGE COMPANY  
INCORPORATED  
Joel Bravick, President  
Marsha K. Schmidt, Secretary

STATE OF INDIANA )  
COUNTY OF ALLEN ) ss:

Be it remembered that on this the 1 day of April, 1983, before me, the subscriber, a notary public in and for said county and state, personally came the above-named Waterfield Mortgage Company, Incorporated, by Joel Bravick, its President and Marsha K. Schmidt, its Secretary and as such officers duly acknowledged the signing of the foregoing instrument to be their voluntary act and deed of the Company for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have herunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Ramona K. Rule  
Notary Public  
Ramona K. Rule, Resident of Allen County, I.  
My Commission Expires: 9-23-85

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

THIS IS TO CERTIFY that the foregoing was truly taken  
and copied from Liber MM, folio 686, 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 12th  
day of May 1903.

*W. J. ...*  
Circuit Court for Queen Anne's County

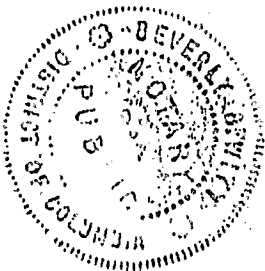
IN THE CIRCUIT COURT FOR  
QUEEN ANNE'S COUNTY, MARYLAND

Substitute Trustee	:	
	:	
Ellen A. Efros	:	
1828 L Street, N.W.	:	
Suite 1111	:	
Washington, D.C. 20036	:	
	:	Equity Docket No. 10
Plaintiff,	:	
	:	Folio No.
v.	:	
	:	Case No. 7391
Ronald T. Berger	:	
5510 Harbor Drive	:	
Chester, Maryland 21619	:	
	:	
Defendant.	:	

STATEMENT OF MORTGAGE DEBT

Ellen A. Efros, Substitute Trustee, being duly sworn,  
deposes and says:

Unpaid principal balance	\$54,342.75
Per Diem Interest	18.61
Interest Computed to May 31, 1983 (273 days at \$18.61)	5,080.53
Escrow Shortage as of May 31, 1983	581.06
Monthly Late Charge	26.16
Late Charges as of May 31, 1983 (9 months at \$26.16)	235.44
Attorneys and other fees and costs as of May 31, 1983 (per Paragraph Seven of Deed of Trust)	371.10
Mortgage Debt as of May 31, 1983	\$60,610.88



Ellen A. Efros  
Ellen A. Efros

I HEREBY CERTIFY, that on this 7<sup>th</sup> day of June in the year nineteen hundred and eighty-three, before me, a notary public of the District of Columbia, personally appeared Ellen A. Efros, 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,

Beverly B. Witt  
Notary Public

My Commission expires 2/28/86

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

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

Substitute Trustee  
:  
:  
Ellen A. Efros  
1828 L Street, N.W.  
Suite 1111  
Washington, D.C. 20036  
:  
Plaintiff,  
:  
v.  
:  
Ronald T. Berger  
5510 Harbor Drive  
Chester, Maryland 21619  
:  
Defendant.

Equity Docket No. 10  
Folio No.  
Case No. 7391

## MILITARY AFFIDAVIT

DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said District, personally appeared Ellen A. Efros and made oath in due form of law that to the best of 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.

Ellen A. Efros  
Affiant.

Subscribed and sworn to before me this 7<sup>th</sup> day of June, 1983.

Beverly B. Witt  
Notary Public

My Commission Expires 2/28/86



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

Substitute Trustee  
Ellen A. Efros  
1828 L Street, N.W.  
Suite 1111  
Washington, D.C. 20036

Plaintiff,

v.

Ronald T. Berger  
5510 Harbor Drive  
Chester, Maryland 21619

Defendant.

Equity Docket No. 10

Case No. 7391

FILED  
CLERK OF COURT  
1983 JUL -8 AM 10:15  
QUEEN ANNE'S COUNTY

AFFIDAVIT UNDER MARYLAND RULE W74a2(c)

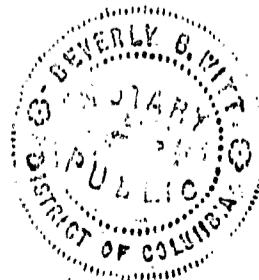
DISTRICT OF COLUMBIA

SS:

I HEREBY CERTIFY, that on this 7<sup>th</sup> day of July, 1983, before me, the subscriber, a Notary Public in the District of Columbia personally appeared ELLEN A. EFROS the Substitute Trustee in the above-entitled case who by virtue of the Deed of Trust and Appointment of Substitute Trustee 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 July 7, 1983, she 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 the sale of the Deed of Trust property by letter dated July 7, 1983, a copy of which letter and notice is attached hereto.

Beverly B. Witt  
Notary Public

My commission expires 2/28/86



LITER

16 MAR 1983

Vorys, Sater, Seymour and Pease

Suite 1111  
1828 L Street NW  
Washington, D.C. 20036

Telephone (202) 822-8200  
Telecopier (202) 835-0600  
Telex 440603

July 7, 1983

In Columbus  
52 East Gay Street  
Post Office Box 1008  
Columbus, Ohio 43210

Telephone (614) 464-6400  
Telecopier (614) 464-6350  
Raphex (614) 464-6453  
Cable Vorysater

In Cleveland  
2100 East Ohio Building  
1717 East Ninth Street  
Cleveland, Ohio 44114  
Telephone (216) 621-7001

Arthur I. Vorys  
1856-1933  
Lowry F. Sater  
1867-1935  
Augustus T. Seymour  
1873-1926  
Edward L. Pease  
1873-1924

Certified Mail No. P31 8891752  
Return Receipt Requested

Mr. Ronald T. Berger  
5510 Harbor Drive  
Chester, Maryland 21619

Re: Foreclosure Sale  
5510 Harbor Drive  
Chester, Maryland 21619

Dear Mr. Berger:

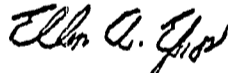
Pursuant to Maryland Rule W74a2(c), we are hereby notifying you that the foreclosure sale of the above-captioned property will take place at public auction to be held at the Court House of the Circuit Court for Queen Anne's County in Centerville on July 28, 1983 at 11:30 a.m. and will be sold then and there to the highest bidder. A deposit of \$5,000 payable in cash or by certified check or cashier's check will be required from the purchaser.

Enclosed is a photocopy of an advertisement appearing in the Queen Anne Record Observer, a newspaper published in and for Queen Anne's County, setting forth the particulars.

It is obviously in your best interest to have your property sold at the highest possible price. To achieve this goal, it is recommended that your property including the interior be open for inspection by prospective bidders on July 28 and that it be displayed in the best possible condition.

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

Sincerely,



Ellen A. Efros

EAE:jdb

Enclosures

cc: Circuit Court of Queen Anne's County



SUBSTITUTE TRUSTEE'S SALE

OF

VALUABLE IMPROVED

FEE SIMPLE

PROPERTY being known as

premises 5510 Harbor Drive

Chester, Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain deed of trust from Ronald T. Berger to Charles E. Bell, trustee, and thereafter to Ellen A. Efros, Successor Trustee, dated the 2nd day of July 1982, and recorded in Liber 188 Folio 712 among the Land Records of Queen Anne's County, Maryland, the holder of the indebtedness as secured by the deed of trust having appointed Ellen A. Efros, 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 parties secured thereby, the undersigned substitute trustee will sell at public auction, on Thursday, July 28, 1983, at 11:30 A.M.

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

All that Lot or parcel of land being known and designated as Lot No. 20, Block E, of the lands of Chester Beach, Inc., called or known as "HARBOR VIEW", all as is more particularly shown on a Plat of said lands by William D. Purdum, Registered Surveyor, dated August 6, 1952, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber TSP No. 6, folio 26.

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 check of \$5,000 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, Maryland, unless said period is extended by the Trustee, her successors or assigns for good cause shown, time being of the essence; interest at the rate of ten percent (10%) 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 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.

*Ellen A. Efros*

ELLEN A. EFROS, SUBSTITUTE TRUSTEE.

AUCTIONEER: Charles Kay  
Thos. J. Owen & Son, Inc.  
1334 G Street, N.W., Suite B  
Washington, D.C. 20005

(202) 628-3097

This ad is to be run in the Queen Anne Record Observer on 7/12/83; 7/20/83; 7/25/83; and 7/27/83.

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

Substitute Trustee  
Ellen A. Efros  
1828 L Street, N.W.  
Suite 1111  
Washington, D.C. 20036

Plaintiff,

v.

Ronald T. Berger  
5510 Harbor Drive  
Chester, Maryland 20748

Defendant.

Equity Docket 10  
Case No. 7391

RECORDED  
CLERK  
1983 JUL 14 11 09 AM  
QUEEN ANNE'S COUNTY

AFFIDAVIT UNDER MARYLAND RULE W74a2(C)

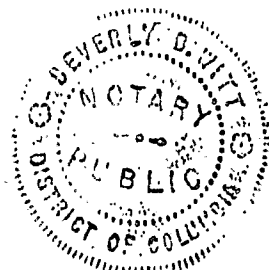
DISTRICT OF COLUMBIA

SS:

I HEREBY CERTIFY, that on this *12<sup>th</sup>* day of *July*, 1983, before me, the subscriber, a Notary Public in the District of Columbia personally appeared ELLEN A. EFROS the Substitute Trustee in the above-entitled case who by virtue of the Deed of Trust and Appointment of Substitute Trustee 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 *July 12*, 1983, she caused to be mailed, by Certified and regular mail to the debtors at debtors' last known address an amended notice of the time, place and terms of the sale of the Deed of Trust property by letter dated *July 12*, 1983, a copy of which letter and notice is attached hereto.

Beverly B. Witt  
Notary Public

My commission expires 2/28/86



Vorys, Sater, Seymour and Pease

Suite 1111  
1828 L Street NW  
Washington, D.C. 20036  
Telephone (202) 822-8200  
Telecopier (202) 835-0690  
Telex 440693

Arthur I. Vorys  
1856-1033  
Lowry F. Sater  
1867-1035  
Augustus T. Seymour  
1873-1026  
Edward L. Pease  
1873-1024

In Columbus  
52 East Gay Street  
Post Office Box 1009  
Columbus, Ohio 43216  
Telephone (614) 464-6400  
Telecopier (614) 464-6370  
Facsimile (614) 464-6453  
Cable Vorysater

In Cleveland  
2100 East Ohio Building  
1717 East Ninth Street  
Cleveland, Ohio 44114  
Telephone (216) 621-7001

July 12, 1983

CERTIFIED MAIL NUMBER:  
RETURN RECEIPT REQUESTED

Mr. Ronald T. Berger  
5510 Harbor Drive  
Chester, Maryland 21619

Re: Foreclosure Sale: 5510 Harbor Drive  
Chester, Maryland 21619

Dear Mr. Berger:

On July 7, we sent you notification, pursuant to Maryland Rule W74a2(c), that the foreclosure sale of the above-captioned property will take place at public auction to be held at the Courthouse of the Circuit Court for Queen Anne's County on July 28, 1983 at 11:30 a.m. At that time the property will be sold to the highest bidder. A deposit of \$5,000 payable in cash or by certified check or cashier's check will be required from the purchaser.

With that notification letter we enclosed a photocopy of an advertisement appearing in the Queen Anne Record Observer, a newspaper published in and for Queen Anne's County, which set forth the particulars of the sale. We are now enclosing with this letter a photocopy of an amended advertisement whereby the publication dates of the notice have been changed to July 13, 1983, July 20, 1983, and July 27, 1983.

As we stated previously, it is obviously in your best interests to have your property sold at the highest possible price. We recommend that your property including the interior be open for inspection by prospective bidders on July 28 and that it be displayed in the best possible condition.

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

Sincerely,  
*Ellen A. Efros*  
Ellen A. Efros

Enclosures

cc: Circuit Court of Queen Anne's County

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

Substitute Trustee

Ellen A. Efros  
1828 L Street, N.W.  
Suite 1111  
Washington, D.C. 20036

Plaintiff,

v.

Ronald T. Berger  
5510 Harbor Drive  
Chester, Maryland 20748

Defendant.

Equity Docket 10  
Case No. 7391

AFFIDAVIT UNDER MARYLAND RULE W74a2(C)

DISTRICT OF COLUMBIA

SS:

I HEREBY CERTIFY, that on this *12<sup>th</sup>* day of *July*, 1983, before me, the subscriber, a Notary Public in the District of Columbia personally appeared ELLEN A. EFROS the Substitute Trustee in the above-entitled case who by virtue of the Deed of Trust and Appointment of Substitute Trustee 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 *July 12*, 1983, she caused to be mailed, by Certified and regular mail to the debtors at debtors' last known address an amended notice of the time, place and terms of the sale of the Deed of Trust property by letter dated *July 13* 1983, a copy of which letter and notice is attached hereto.

*Beverly B. Witt*

Notary Public

My commission expires *2/28/86*

TERMS OF SALE: A cash deposit or certified check of \$5,000 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, Maryland, unless said period is extended by the Trustee, her successors or assigns for good cause shown, time being of the essence; interest at the rate of ten percent (10%) 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 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.

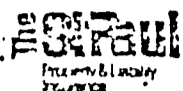
*Ellen A. Efros*

ELLEN A. EFROS, SUBSTITUTE TRUSTEE.

AUCTIONEER: Charles  
Thos. J. Owen & Son, Inc.  
1334 G Street, N.W., Suite B  
Washington, D.C. 20005

(202) 628-3097

This ad is to be run in the Queen Anne Record Observer on 7/13/83; 7/20/83 and 7/27/83.



LIBER

3 PAGE 342

Bond No. 400 GU 2841

IN THE CIRCUIT COURT

OF QUEEN ANNE'S COUNTY

STATE OF MARYLAND.

Ellen A. Efros, Substitute Trustee

Equity Docket No. 10  
Case No. 7391

Ronald T. Berger versus

BOND OF TRUSTEE TO SELL  
REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS: That we, Ellen A. Efros, Substitute Trustee  
Suite 1111, 1829 L. Street N.W., Washington, D.C. 20026 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  
Sixty-Five Thousand and 00/100-----  
Dollars (\$ 65,000.00--- ) to be paid to the said State or its certain Attorney, to which payment, well  
and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, adminis-  
trators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 18th day of July 19 83.

WHEREAS, the above bounden Ellen A. Efros, Substitute Trustee  
by virtue of the power contained in a  
Deed of Trust from Ronald T. Berger  
to Charles E. Bell, Trustee  
bearing date of 2nd day of July, 19 82 and recorded  
among the Land Records of Queen Anne's County  
in Liber No. 188 Folio 712 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 speci-  
fied, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above  
bounden Ellen A. Efros

do and shall well and truly and faithfully perform the trust reposed  
in her 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.

CERTIFIED COPY OF POWER OF  
ATTORNEY ATTACHED

James D. Chubbuck  
-Witness as to Principal

Ellen A. Efros (SEAL)  
Ellen A. Efros (SEAL)

CLEARED

1983 JUL 26 10:15

QUEEN ANNE'S COUNTY

Surety Approved

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By Marie A. Rosenoale  
Attorney-in-Fact

16 PAGE 363

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

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 12th day of August, 1983.

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



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

Substitute Trustee

Ellen A. Efros  
1828 L Street, N.W.  
Suite 1111  
Washington, D.C. 20036

Plaintiff,

v.

Ronald T. Berger  
5510 Herbor Drive  
Chester, Maryland 20744

Defendant.

Equity Docket No. 10

Case No. 7391

AFFIDAVIT UNDER MARYLAND RULE W74a2(C)

Ellen A. Efros, being duly sworn, deposes and says, on this *16<sup>th</sup>* day of *August* 1983, I, ELLEN A. EFROS, the Substitute Trustee in the above-entitled case who by virtue of the Deed of Trust and Appointment of Substitute Trustee filed in these proceedings was empowered to sell the Deed of Trust property in the proceedings in such case, make oath in due form of law that on *August 15*, 1983, 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 the sale of the Deed of Trust property by letter dated *August 15*, 1983, a copy of which letter and notice is attached hereto.

*Ellen A. Efros*  
Ellen A Efros

1053 AUG 17 AM 9:13  
QUEEN ANNE'S COUNTY



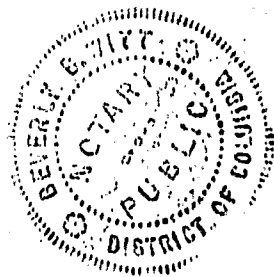
District of Columbia SS:

I hereby certify that on this 16<sup>th</sup> day of August 1983, before me, a notary public for the District of Columbia, personally appeared Ellen A. Erics known to me to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Beverly B. Witt  
Notary Public

My commission expires 2/28/86



Vorys, Sater, Seymour and Pease

Arthur I. Vorys  
1856-1931  
Lowry F. Sater  
1897-1945  
Augustus T. Seymour  
1873-1926  
Edward L. Pease  
1873-1924

Suite 1111  
1828 L Street, NW  
Washington, D.C. 20036  
Telephone (202) 822-8200  
Telex 440003

In Columbus  
52 East Gay Street  
Post Office Box 1008  
Columbus, Ohio 43216

Telephone (614) 464-6400  
Telecopier (614) 464-6350  
Rapidfax (614) 464-6453  
Cable Vorysater

August 15, 1983

Writer's Direct Dial Number

Mr. Ronald T. Berger  
5510 Harbor Drive  
Chester, Maryland 21619

Certified Mail  
Return Receipt Requested

Re: Foreclosure Sale  
5510 Harbor Drive  
Chester, Maryland 21619

Dear Mr. Berger:

Pursuant to Maryland Rule W74a2(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 Court House of the Circuit Court for Queen Anne's County in Centreville on September 1, 1983, at 11:30 a.m. and will be sold then and there to the highest bidder. A deposit of \$5,000 payable in cash or by certified check or cashier's check will be required from the purchaser.

Enclosed is a photocopy of an advertisement appearing in the Queen Anne Record Observer, a newspaper published in and for Queen Anne's County, setting forth the particulars.

It is obviously in your best interest to have your property sold at the highest possible price. To achieve this goal, it is recommended that your property including the interior be open for inspection by prospective bidders on September 1 and that it be displayed in the best possible condition.

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

Sincerely,

*Ellen A. Efros*  
Ellen A. Efros

LJH:cl  
Enclosures  
cc: Circuit Court of Queen Anne's County

SUBSTITUTE TRUSTEE'S SALE  
OF  
VALUABLE IMPROVED  
FEE SIMPLE  
PROPERTY being known as  
premises 5510 Harbor Drive  
Chester, Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain deed of trust from Ronald T. Berger to Charles E. Bell, trustee, and thereafter to Ellen A. Efros, Successor Trustee, dated the 2nd day of July 1982, and recorded in Liber 188 Folio 712 among the Land Records of Queen Anne's County, Maryland, the holder of the indebtedness as secured by the deed of trust having appointed Ellen A. Efros, 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 parties secured thereby, the undersigned substitute trustee will sell at public auction on Thursday, September 1, 1983 at 11:30 a.m..

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

All that Lot or parcel of land being known and designated as Lot No.20, Block E, of the lands of Chester Beach, Inc., called or known as "HARBOR VIEW," all as is more particularly shown on a Plat of said lands by William D. Purdum, Registered Surveyor, dated August 6, 1952, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber TSP No. 6, folio 26.

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 check of \$5,000 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, Maryland, unless said period is extended by the Trustee, her successors or assigns for good cause shown, time being of the essence; interest at the rate of ten percent (10%) 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 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.

*Ellen A. Efros*

ELLEN A. EFROS, SUBSTITUTE TRUSTEE  
(202) 822-8200

AUCTIONEER: Charles Kay  
Thos. J. Owen & Son, Inc.  
1334 G Street, N.W., Suite B  
Washington, D.C. 20005

(202) 628-3097

This ad is to be run in the Queen Anne Record Observer on  
8/17/83; 8/25/83; 8/31/83.

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

Substitute Trustee  
Ellen A. Efros  
1828 L Street, N.W.  
Suite 1111  
Washington, D.C. 20036

Plaintiff,

v.

Ronald T. Berger  
5510 Herbor Drive  
Chester, Maryland 20744

Defendant.

Equity Docket No. 10

Case No. 7391

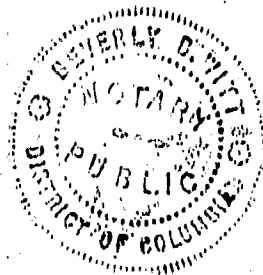
AFFIDAVIT UNDER MARYLAND RULE W74a2(C)

Ellen A. Efros, being duly sworn, deposes and says: that on this ~~16th~~ day of *August* 1983, I, ELLEN A. EFROS, the Substitute Trustee in the above-entitled case who by virtue of the Deed of Trust and Appointment of Substitute Trustee filed in these proceedings was empowered to sell the Deed of Trust property in the proceedings in such case, make oath in due form of law that on *August 15*, 1983, I caused to be mailed, by Certified and regular mail to the present record owner and subsequent holder of a security interest at their last known address a notice of the time, place and terms of the sale of the Deed of Trust property by letter dated *August 15*, 1983, a copy of which letter and notice is attached hereto.

*Ellen A. Efros*

Ellen A Efros

CLERK OF COURT  
1983 AUG 17 AM 9:19  
QUEEN ANNE'S COUNTY



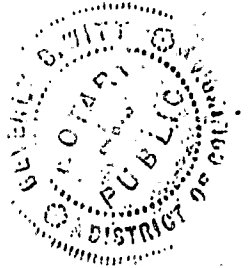
District of Columbia SS:

I hereby certify that on this 16<sup>th</sup> day of August 1983, before me, a notary public for the District of Columbia, personally appeared Ellen A. Efras known to me to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Beverly B. Witt  
Notary Public

My commission expires 2/28/86



## Vorys, Sater, Seymour and Pease

Arthur J. Vorys  
1856-1033  
Lowry P. Sater  
1867-1035  
Augustus T. Seymour  
1873-1020  
Edward L. Pease  
1873-1024

Suite 1111  
1828 L Street, NW  
Washington, D.C. 20036  
Telephone (202) 822-8200  
Telex 440693

In Columbus  
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Post Office Box 1008  
Columbus, Ohio 43216

Telephone (614) 464-6400  
Telecopier (614) 464-6350  
Facsimile (614) 464-6453  
Cable Vorysater

August 15, 1983

Writer's Direct Dial Number

Laurence and Doris Marie Hester  
5510 Harbor Drive  
Chester, Maryland 21619

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Re: Foreclosure Sale: 5510 Harbor Drive  
Chester, Maryland 21619

Dear Mr. and Mrs. Hester:

This letter serves as notification to you that Ms. Ellen A. Efros, Substitute Trustee, appointed by Waterfield Mortgage Company and evidenced by a deed of appointment of successor trustee recorded in the land records of Queen Anne's County, will sell the premises known as 5510 Harbor Drive, Chester, Maryland 21619, at a foreclosure sale on September 1, 1983, at 11:30 a.m. at the Courthouse for the Circuit Court of Queen Anne's County. I have enclosed a photocopy of the sale advertisement as it will appear in the Queen Anne Record Observer. The terms of the substitute trustee sale are provided therein.

We have conducted a title search on this property and have discovered the land contract dated July 1, 1982, between you and Ronald T. Berger. I advise you that Waterfield Mortgage Company remains the secured party on this property and has priority over your interest in the property.

I have enclosed for your information a copy of the Order to Docket and Statement of Debt filed with the Circuit Court for Queen Anne's County.

The notice of sale is give to you as a subsequent holder of a security interest on and the the present record owner of the realty, pursuant to § 7-105(b) of the Real Property Article (Chapter 565, Laws of Maryland (1980), "Notice to Subordinate Lenders, etc."), and M.R. W74(a)2c of the Maryland Rules of Procedure, Emergency Rules Order, 7-3-80.

If you would like to discuss this matter of have any questions concerning the foreclosure sale, please contact me.



Vorys, Sater, Seymour and Pease

Mr. and Mrs. Hester

- 2 -

August 10, 1983

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

Sincerely,

*Ellen A. Gof*  
Ellen A. Gofros  
Substitute Trustee

LJH:cl  
Enclosure

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

Substitute Trustee  
Ellen A. Efros  
1828 L Street, N.W.  
Suite 1111  
Washington, D.C. 20036

Plaintiff,

v.

Ronald T. Berger  
5510 Harbor Drive  
Chester, Maryland 21619

Defendant.

Equity Docket No. 10

Folio No. —

Case No. 7391

ORDER TO DOCKET FORECLOSURE OF DEED OF TRUST

Mr. Clerk:

Please docket the above-entitled cause of action, together with (1) a certified copy of that certain Deed of Trust from Ronald T. Berger to Charles E. Bell, Trustee, dated July 2, 1982, and recorded among the Land Records of Queen Anne's County, Maryland, on September 23, 1982, in Liber 188, Folio 172, with a certified copy of the request for Clerk to incorporate a certified copy of said Deed of Trust attached hereto as Exhibit A; and (2) a certified copy of the Deed of Appointment of Substitute Trustee, Ellen A. Efros, attached hereto as Exhibit B; and (3) a Statement of Debt under oath by Ellen A. Efros attached hereto as Exhibit C; and (4) a Statement of Military Service Affidavit, being attached hereto as Exhibit D.

Date: 6/7/83

Owen Katzman  
Owen B. Katzman  
Vorys, Sater, Seymour and Pease  
1828 L Street, N.W., Suite 1111  
Washington, D.C. 20036

Attorney for Plaintiffs

OF COUNSEL:

Ellen A. Efros  
Vorys, Sater, Seymour and Pease  
1828 L Street, N.W., Suite 1111  
Washington, D.C. 20036

RECORDED  
CLERK OF COURT  
1983 JUN -8 AM 10:34  
QUEEN ANNE'S COUNTY

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

Substitute Trustee  
Ellen A. Efros  
1828 L Street, N.W.  
Suite 1111  
Washington, D.C. 20036

Plaintiff,

v.

Ronald T. Berger  
5510 Harbor Drive  
Chester, Maryland 21619

Defendant.

Equity Docket No.

Folio No.

Case No.

STATEMENT OF MORTGAGE DEBT

Ellen A. Efros, Substitute Trustee, being duly sworn,  
deposes and says:

Unpaid principal balance	\$54,342.75
Per Diem Interest	18.61
Interest Computed to May 31, 1983 (273 days at \$18.61)	5,080.53
Escrow Shortage as of May 31, 1983	581.06
Monthly Late Charge	26.16
Late Charges as of May 31, 1983 (9 months at \$26.16)	235.44
Attorneys and other fees and costs as of May 31, 1983 (per Paragraph Seven of Deed of Trust)	371.10
Mortgage Debt as of May 31, 1983	\$60,610.88



Ellen A. Efros  
Ellen A. Efros

I HEREBY CERTIFY, that on this 7<sup>th</sup> day of June in the  
year nineteen hundred and eighty-three, before me, a notary  
public of the District of Columbia, personally appeared Ellen A.  
Efros, the plaintiff in the above entitled cause, and made oath  
that the foregoing is a true statement of the amount of the mort-  
gage claim under the mortgage filed in the said cause now remain-  
ing due and unpaid.

As witness my hand and Notarial Seal,

Beverly B. Witt  
Notary Public

My Commission expires 2/28/86

SUBSTITUTE TRUSTEE'S SALE  
OF  
VALUABLE IMPROVED  
FEE SIMPLE  
PROPERTY being known as  
premises 5510 Harbor Drive  
Chester, Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain deed of trust from Ronald T. Berger to Charles E. Bell, trustee, and thereafter to Ellen A. Efros, Successor Trustee, dated the 2nd day of July 1982, and recorded in Liber 188 Folio 712 among the Land Records of Queen Anne's County, Maryland, the holder of the indebtedness as secured by the deed of trust having appointed Ellen A. Efros, 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 parties secured thereby, the undersigned substitute trustee will sell at public auction on Thursday, September 1, 1983 at 11:30 a.m..

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

All that Lot or parcel of land being known and designated as Lot No.20, Block E, of the lands of Chester Beach, Inc., called or known as "HARBOR VIEW," all as is more particularly shown on a Plat of said lands by William D. Purdum, Registered Surveyor, dated August 6, 1952, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber TSP No. 6, folio 26.

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 check of \$5,000 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, Maryland, unless said period is extended by the Trustee, her successors or assigns for good cause shown, time being of the essence; interest at the rate of ten percent (10%) 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 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.

*Ellen A. Efros*

ELLEN A. EFROS, SUBSTITUTE TRUSTEE  
(202) 822-8200

AUCTIONEER: Charles Kay  
Thos. J. Owen & Son, Inc.  
1334 G Street, N.W., Suite B  
Washington, D.C. 20005

(202) 628-3097

This ad is to be run in the Queen Anne Record Observer on  
8/17/83; 8/25/83; 8/31/83.

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY

---

Successor Trustee :  
 Ellen A. Efros :  
 1828 L Street, N.W. :  
 Washington, D.C. 20036 :  
 Plaintiff :  
 v. :  
 Ronald T. Berger :  
 5510 Harbor Drive :  
 Chester, Maryland 21619 :  
 Defendant :

---

Equity Docket No. 10  
Case No. 7391

REPORT OF SALE

I, Ellen A. Efros, as Successor Trustee under and by virtue of the authority contained in a certain Deed of Trust from Ronald T. Berger to Charles E. Bell for Waterfield Mortgage Company, Incorporated, dated July 2nd, 1982, and recorded among the Land Records of Queen Anne's County Maryland, in Liber 188, folio 712, and in the Appointment of Successor Trustee, dated April 1, 1983 and recorded among the Land Records of Queen Anne's County, Maryland in Liber 195, folio 686, respectfully report unto Your Honor as follows:

That after default had occurred under the terms of said Deed of Trust and at the request of the party secured thereby, and after having given bond with security for the faithful performance of their trust as required by law, and after having given due notice of the time, place, manner and terms of sale by advertisement inserted in the Queen Anne Record Observer, a newspaper published in Queen Anne's County, Maryland, once a week for at least three successive weeks before the day of sale, as will more fully appear by the printer's certificate to be filed herein, the said Trustee did attend the sale at the Courthouse of Queen Anne's County, on September 1, 1983, at the

LIB 529 27 11 2 18  
QUEEN ANNE'S COUNTY

hour of 11:30 a.m., and then and there did proceed to offer for sale the following property covered by said Deed of Trust:

All that Lot or parcel of land being known and designated as lot No. 20, Block E of the lands of Chester Beach, Inc., called or known as "HARBOR VIEW," all as is more particularly shown on a Plat of said lands by William D. Purdum, Registered Surveyor, dated August 6, 1952 and recorded among the Land Records of Queen Anne's County, Maryland in Liber TSP No. 6, folio 26.

Being the same lot of ground which by Deed dated April 7, 1979 and recorded among the land records of Queen Anne's County, Maryland in Liber 148, folio 550, was granted and conveyed by Ronald Thomas Berger and Niala Jean Berger, his wife to Ronald Thomas Berger.

And your Trustee sold said property unto Waterfield Mortgage Company, Incorporated at and for the sum of fifty-five thousand dollars (\$55,000.00), the said Purchaser(s) being, at that price, the highest bidder therefor.

AND, as in duty bound, etc.

Ellen A. Efros (SEAL)  
Ellen A. Efros, Successor Trustee

DISTRICT OF COLUMBIA

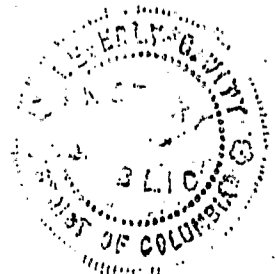
I HEREBY CERTIFY that on this 26<sup>th</sup> day of September, 1983, before me, the Subscriber, a Notary Public of the District of Columbia, personally appeared Ellen A. Efros, Successor Trustee, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Beverly B. Witt  
Notary Public

My commission expires:

2/28/86



RECORDED  
CLERK

Centreville, Md. 8/31 1983, SEP 27 AM 10: 18

QUEEN ANNE'S COUNTY

### We Hereby Certify

That the annexed advertisement of  
Substitute 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 Sept. 19 83  
 And that the first insertion of said ad-  
 vertisement in the said RECORD  
 OBSERVER was on the 17th day of  
Aug. 19 83, and the last  
 insertion on the 31st day of  
Aug. 19 83

Publishers, Record Observer  
 Per W. H. H. H. H.

## Substitute Trustee's Sale

OF  
VALUABLE IMPROVED  
FEE SIMPLE PROPERTY

being known as premises 5510 Harbor Drive  
 Chester, Queen Anne's County, Maryland  
 Under and by virtue of the power of sale  
 contained in a certain deed of trust from Ronald T.  
 Berger to Charles E. Bell, trustee, and thereafter to  
 Ellen A. Efros, Successor Trustee, dated the 2nd  
 day of July 1982, and recorded in Liber 188 Folio  
 712 among the Land Records of Queen Anne's  
 County, Maryland, the holder of the indebtedness  
 as secured by the deed of trust having appointed  
 Ellen A. Efros, 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 parties secured thereby, the  
 undersigned substitute trustee will sell at public  
 auction on Thursday, September 1, 1983, at 11:30  
 A.M.

ALL THAT LOT OF GROUND AND THE  
 IMPROVEMENTS THEREON, Situate in Queen  
 Anne's County and described as follows:  
 All that Lot or parcel of land being known and  
 designated as Lot No. 20, Block E, of the lands of  
 Chester Beach, Inc., called or known as "HARBOR  
 VIEW," all as is more particularly shown on a Plat  
 of said lands by William D. Purdum, Registered  
 Surveyor, dated August 6, 1952, and recorded  
 among the Land Records of Queen Anne's County,  
 Maryland, in Liber TSP No. 6, folio 26.

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  
 check of \$5,000 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,  
 Maryland, unless said period is extended by the  
 Trustee, her successors or assigns for good cause  
 shown, time being of the essence; interest at the  
 rate of ten percent (10%) 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 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.

ELLEN A. EFROS, SUBSTITUTE TRUSTEE  
 (202) 822-8200

AUCTIONEER: Charles Kay  
 Thos. J. Owen & Son, Inc.  
 1334 G Street, N.W., Suite B  
 Washington, D.C. 20005  
 (202) 628-3097



Sale of Premises: 5510 Harbor Drive Chester, Queen Anne's County, Maryland.

Book 136

Folio 425

Sold for account of Ellen A. Efros, Substitute Trustee

**BY THOS. J. OWEN & SON, INC.**  
**Real Estate Auctioneers and Appraisers**

SUITE B, 1334 G STREET, N.W.  
WASHINGTON, D.C. 20005  
202-628-3097

September 1, 1983

This is to certify that the property  
described in the attached advertisement  
was sold at public auction to:

Waterfield Mortgage Company, Incorporated

FOR: \$55,000.00

\* \* \* \* \* CHARGES \* \* \* \* \*

TO AUCTIONEER \$ 300.00

Thos. J. Owen & Son, Inc., Auctioneer

BY Charles J. Kay  
Charles J. Kay

RECORDED  
1983 SEP 27 11 19 18  
QUEEN ANNE'S COUNTY

Thos. J. Owen & Son, Inc. receives compensation from the POST for services rendered in the preparation, scheduling, proofing and guaranteeing payment of advertising.

16-381

SUBSTITUTE TRUSTEE'S SALE  
OF  
VALUABLE IMPROVED  
FEE SIMPLE  
PROPERTY being known as  
premises 5510 Harbor Drive  
Chester, Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain deed of trust from Ronald T. Berger to Charles E. Bell, trustee, and thereafter to Ellen A. Efros, Successor Trustee, dated the 2nd day of July 1982, and recorded in Liber 188 Folio 712 among the Land Records of Queen Anne's County, Maryland, the holder of the indebtedness as secured by the deed of trust having appointed Ellen A. Efros, 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 parties secured thereby, the undersigned substitute trustee will sell at public auction on Thursday, September 1, 1983 at 11:30 a.m..

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*Ellen A. Efros*

ELLEN A. EFROS, SUBSTITUTE TRUSTEE  
(202) 822-8200

AUCTIONEER: Charles Kay  
Thos. J. Owen & Son, Inc.  
1334 G Street, N.W., Suite B  
Washington, D.C. 20005

(202) 628-3097

This ad is to be run in the Queen Anne Record Observer on 8/17/83; 8/25/83; 8/31/83.

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY

Successor Trustee  
 Ellen A. Efros  
 1828 L Street, N.W.  
 Washington, D.C. 20036  
 Plaintiff

v.

Ronald T. Berger  
 5510 Harbor Drive  
 Chester, MD 21619  
 Defendants.

Equity Docket No. 10  
Case No. 7391

SEP 27 1983  
CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY

AFFIDAVIT BY PURCHASER(S)

Lynne J. Haslbeck, as agent for the purchaser and principal, Waterfield Mortgage Company, Incorporated, being duly sworn, deposes and says:

I HEREBY CERTIFY and make oath in due form of law that I attended the public sale held herein of the property 5510 Harbor Drive, Chester, Maryland which was held on September 1, 1983, pursuant to the terms of the Deed of Trust, and that to the best of my information, knowledge and belief

- (1) by bid made by me the property was bought by me as agent for Waterfield Mortgage Company, principals,
- (2) that no others were interested in said sale as principals
- (3) that I did not directly or indirectly discourage anyone from bidding on said property.

Lynne J. Haslbeck  
 Lynne J. Haslbeck  
 Agent for Waterfield Mortgage  
 Company, Incorporated

DISTRICT OF COLUMBIA; to WIT:

Subscribed and sworn to before me this 26<sup>th</sup> day of September, 1983.

Beverly B. Witt  
 Notary Public

My Commission Expires 2/28/86



ORDER NISI ON SALE

ELLEN A. EFROS, Successor Trustee

vs.

RONALD T. BERGER  
Defendant

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

Cause No. 7391

ORDERED, this 27th day of September, 1983, that the sale of the real property, made and reported in this cause by Ellen A. Efros, Successor Trustee, be ratified and confirmed, on or after the 28th day of October, 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 21st day of October, 1983.

The report states the amount of sales to be \$ 55,000.00.

*Marguerite H. Markin* Clerk

\* Filed September 27, 1983

Centreville, Md. 10/19/19 83

### We Hereby Certify

That the annexed advertisement of  
Order Nisi - Equity Cause  
#7381

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 Oct. 19 83.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 5th day of  
Oct. 19 83, and the last  
insertion on the 19th day of  
Oct. 19 83.

Publishers, Record Observer  
Per *Marguerite W. Mankin*

**ORDER NISI  
ON SALE  
ELLEN A. EFROS  
Successor Trustee  
vs.  
RONALD T. BERGER  
Defendant  
In the Circuit Court  
for  
Queen Anne's County  
In Equity  
Cause No. 7391**

ORDERED, this 27th day  
of September, 1983, that  
the sale of the real pro-  
perty, made and reported  
in this cause by Ellen A.  
Efros, Successor Trustee,  
be ratified and confirmed,  
on or after the 28th day of  
October, 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 21st day of  
October, 1983.

The report states the  
amount of sales to be  
\$65,000.00

Marguerite W. Mankin  
Clerk

True Copy, Test:  
Marguerite W. Mankin  
Clerk

By: Betty M. Comegys  
Deputy Clerk

Filed September 27, 1983

**FILED**

NOV 22 1983

CIRCUIT COURT  
QUEEN ANNE'S CO.

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY

Successor Trustee  
Ellen A. Efros  
1828 L Street, NW  
Washington, D.C. 20036

Plaintiff,

v.

Ronald T. Berger  
5510 Harbor Drive  
Chester, MD 21619

Defendant

Equity No. 10  
Case No. 7391

FINAL ORDER OF RATIFICATION ON TRUSTEE'S REPORT OF SALE.

ORDERED BY THE COURT, This 28<sup>th</sup> day  
of November, 1983, that the foreclosure sale made and  
reported by the Successor Trustee, Ellen A. Efros, aforesaid, be  
and the same is hereby finally Ratified and Confirmed, no cause  
to the contrary having been shown; although due notice appears to  
have been given as required by the Order Nisi passed in said  
cause; and the Trustee <sup>is</sup> allowed the usual commissions and such  
proper expenses as she shall produce for to the Auditor.

Clayton C. Carter  
CLAYTON C. CARTER  
Judge

16 JAN 1984

EXHIBIT "C"

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

Substitute Trustee

Ellen A. Efros  
Suite 1111  
1828 L Street, N.W.  
Washington, D.C. 20036

Plaintiff,

v.

Ronald T. Berger  
5510 Harbor Drive  
Chester, Maryland 21619

Defendant.

Equity Docket No. 10

Case No. 7391

AMENDED STATEMENT OF MORTGAGE DEBT

Ellen A. Efros, Substitute Trustee, being duly sworn,  
deposes and says:

Unpaid principal balance	\$ 54,342.75
Per Diem Interest	23.08
Interest Computed to May 31, 1983 (273 days at \$18.61)	6,300.84
Escrow Shortage as of May 31, 1983	581.06
Monthly Late Charge	26.16
Late Charges as of May 31, 1983 (9 months at \$26.16)	235.44
Attorneys and other fees and costs as of May 31, 1983 (per Paragraph Seven of Deed of Trust)	371.10
Mortgage Debt as of May 31, 1983	<u>\$61,831.19</u>

*Ellen A. Efros*  
Ellen A. Efros

I HEREBY CERTIFY, that on this 13th day of January  
in the year nineteen hundred and eighty-four, before me, a  
Notary Public of the District of Columbia, personally appeared  
Ellen A. Efros, 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 unpaid as of May 31, 1983.

As witness my hand and Notarial Seal,

*James A. [Signature]*  
Notary Public

My Commission Expires: Oct 3, 1984

UNL. a. [Signature]



IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY

Ellen A. Efros  
Suite 1111, 1828 L Street, N.W.  
Washington, D.C. 20036  
Successor Trustee

v.

Ronald T. Berger  
5510 Harbor Drive  
Chester, Maryland 21619

Equity No. 7391

WM 23-84 \* 70003 \*\*\*\*\*10.00  
WM 23-84 A 270007 \*\*\*\*\*10.00

PETITION FOR WRIT OF POSSESSION

To the Honorable, the Judges of said Court:

Proceeding herein under the provisions of Rule 637 of the Maryland Rules of Procedure, the petition of Waterfield Mortgage Company, Incorporated (hereinafter referred to as "Waterfield"), by Owen B. Katzman, its solicitor, respectfully shows:

1. That, as heretofore reported by Ellen A. Efros, Successor Trustee, Waterfield purchased the property foreclosed herein, known as premises 5510 Harbor Drive, Chester, Maryland 21619 at the Trustee's Sale held September 1, 1983.
2. That said sale was finally ratified and confirmed by Order entered herein on November 28, 1983.
3. That the former owner, Ronald T. Berger, or other persons holding under them by title subsequent to the Deed of Trust foreclosed herein, have continued in possession of said premises subsequent to November 28, 1983.
4. That, as the present owner of the foreclosed property, Waterfield is entitled to possession thereof.
5. That Waterfield has not entered into any agreement with said Ronald T. Berger, or any other person, for the lease, occupancy or use of said premises subsequent to November 28, 1983.

WHEREFORE, your petitioner prays:

1. That an Order be entered requiring said Ronald T. Berger, or any persons holding them by title subsequent to the Deed of Trust foreclosed herein, to show cause why the foreclosed property should not be vacated forthwith and the possession thereof surrendered to Waterfield.

2. That unless good cause to the contrary be shown by the party in actual possession, or other persons concerned, an Order be entered herein commanding the Sheriff to deliver possession of the foreclosed property forthwith to your petitioner.

3. That it have such other and further relief as the case may require.

12-30-83  
Date

Owen Katzman  
Owen B. Katzman  
4 Farm Haven Court  
Post Office Box 2188  
Rockville, Maryland 20852  
(301) 231-7471

Solicitor for  
Waterfield Mortgage Company, Inc.

(DISTRICT OF COLUMBIA) ss:

I hereby certify that on this 30th day of December, 1983, before me, a Notary Public in and for the District of Columbia aforesaid, personally appeared Owen B. Katzman, Solicitor for Waterfield Mortgage Company, Incorporated, and made oath in due form of law that the matters and facts set forth in the foregoing "Petition for Writ of Possession" are true to the best of his knowledge, information and belief.

(SEAL)

Allen S. Simbark  
Notary Public

My commission expires: December 31, 1986

Of Counsel:

Ellen A. Efros  
Vorys, Sater, Seymour & Pease  
1828 L Street, N.W., Suite 1111  
Washington, D.C. 20036

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY

Ellen A. Efros  
Suite 1111, 1828 L Street, N.W.  
Washington, D.C. 20036  
Successor Trustee

v.

Ronald T. Berger  
5510 Harbor Drive  
Chester, Maryland 21619

Equity No. 7391

SHOW CAUSE ORDER

ORDERED, by the Court, this 25th day of January, 1984,  
that Ronald T. Berger, or other persons concerned, show cause on  
or before the 15th day of February, 1984, why the relief prayed  
in the "Petition for Writ of Possession" filed herein by  
Waterfield Mortgage Company, Incorporated should not be granted,  
provided a <sup>TRUE</sup> copy of said Petition and a <sup>TRUE</sup> ~~copy~~ copy of this  
Order be served, pursuant to Rule 306<sup>c</sup> on said Ronald T. Berger  
or other persons holding under them by title subsequent to the  
Deed of Trust foreclosed herein, on or before the 4th day  
of February 1984.

Solicitor for Petitioner:

Owen B. Katzman  
4 Farm Haven Court  
Post Office Box 2188  
Rockville, Maryland 20852  
(301) 231-7471

*Clayton C. Carter*  
CLAYTON C. CARTER  
Judge

Of Counsel:

Ellen A. Efros  
Vorys, Sater, Seymour & Pease  
1828 L Street, N.W., Suite 1111  
Washington, D.C. 20036

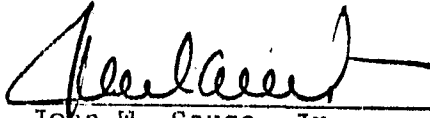
IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ELLEN A. EFROS :  
 Substitute Trustee :  
 v. : Chancery #7391  
 RONALD T. BERGER :  
 Defendant :

: : : : : :

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 correspond with the fiduciary to obtain required information not furnished by her and a corrected Statement of Debt.

  
 John W. Sause, Jr.  
 Auditor

ORDER

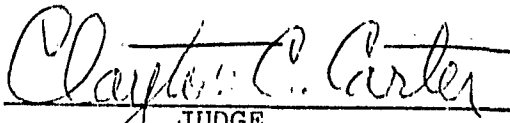
The foregoing Application having been read and considered, and it appearing that the Auditor has performed duties other than the customary and usual duties performed in an audit, it is this 6th day of January, 1984, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of \$150.00, together with out of pocket traveling and other expenses allowed by Second Circuit Rule 12 b, such 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.

**FILED**

FEB 6 1984

CIRCUIT COURT  
QUEEN ANNE'S CO.

  
 CLAYTON C. CARTER  
 JUDGE

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ELLEN A. EFROS :  
 Substitute Trustee :  
 v. : Chancery #7391  
 RONALD T. BERGER :  
 Defendant :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE		
Sale Price, as reported	\$ 55,000.00	
Interest (see note A)		
Real property taxes \$ 386.53		
from 07/01/83 to 09/01/83		
63 days @ \$1.06	<u>66.78-</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION		\$ 54,933.22
COMMISSIONS (none claimed)		
ATTORNEY FEE, per Deed of Trust	\$ 2,567.89	
EXPENSES OF SALE		
Court costs	\$ 223.50	
Advertising		
Notice of sale	175.56	
Report of sale	57.75	
Bond premium	195.00	
Auctioneer's fee	<u>37.50</u>	
	789.31	
AUDITOR'S FEE AND COSTS		
Fee for audit	\$ 150.00	
Postage & copies	<u>.68</u>	
	<u>150.68</u>	<u>3,507.88-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION		\$ 51,425.34
INDEBTEDNESS DUE UNDER DEED OF TRUST		
Principal per Amended Statement of Debt	\$ 54,342.75-	
Interest to 05/31/83, per Statement	6,300.84-	
Late charges, per Statement	235.44-	
Escrow balance, per Statement & attached letter	90.99-	
Attorney fees, per statement	371.10-	
Interest on principal		
06/01/83 to 09/01/83 92 days @ \$ 23.08	<u>2,123.36-</u>	\$ 63,464.48-
NET CREDIT FROM CREDITOR/PURCHASER on 09/01/83 (See Note A)		<u>51,425.34</u>
BALANCE OWED BY DEBTORS after credit		\$ 12,039.14-
INTEREST 09/01/83 to 10/31/83		
60 days @ \$ 5.1125		<u>306.75-</u>
DEFICIT		\$ 12,345.89-

Note A: 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. See also, Weismiller v. Bush, 56 Md App.

**FILED**

FEB 3 1984

CIRCUIT COURT  
 QUEEN ANNE'S CO.

16-393

18 MAR 1984

## Vorys, Sater, Seymour and Pease

Arthur I. Vorys  
1850 HCL  
Lowry P. Sater  
1907 HCL  
Audrey T. Seymour  
1874 HCL  
Edward L. Pease  
1873 HCL

Suite 1111  
1828 L Street NW  
Washington, D.C. 20010  
Telephone (202) 822-8200  
Telecopier (202) 835-0800  
Telex 440693

At Columbus  
62 East Gay Street  
Post Office Box 1000  
Columbus, Ohio 43216  
Telephone (614) 404-0400  
Telecopy (614) 404-0400  
Rapifax (614) 404-0400  
Telex 241708  
Cable VORYSATER

At Cleveland  
2100 East Ohio Building  
1717 East Ninth Street  
Cleveland, Ohio 44114  
Telephone (216) 621-7001  
Telecopier (216) 621-8100

February 2, 1984

Mr. John W. Sause  
Auditor, Queen Anne's County  
Post Office Drawer 70  
Centreville, Maryland 21617

Re: Chancery #7391

Dear Mr. Sause:

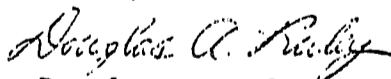
This letter responds to your letter of January 20, 1984. Pursuant to our conversation on January 30, I called the mortgage company for details on the premium for the Hazard Insurance effective February 26, 1983. I inquired as to the amount of the premium from February 26 to September 1, so the remainder could be credited as you suggest. Their response was more complex than expected.

The Statement of Mortgage Debt is dated May 31, 1983. In early June the \$568.00 policy was cancelled and \$563.00 was refunded. A premium of \$140.00 was paid on a new policy on June 9, 1983, although the policy's effective date was still February 26. The premium on this policy to September 1 is \$72.93. This plus the \$5.00 expended on the previous policy gives a total Hazard Insurance cost to September 1, 1983 of \$77.93.

In February 1983, there were problems in renewing the old insurance on the Berger property. To protect themselves, the mortgage company took out a new policy with the understanding that such coverage would be terminated when the problems were received. Thus the \$568.00 premium. The problems were resolved in early June, and the old policy was renewed on June 9. Because this is a policy renewal rather than a new policy, the yearly premium (\$140.00) is lower.

I, too, hope that these figures will enable you to complete your audit. Thank you for your patience and the care you have taken in this matter. I venture to guess that when I do this a second time, the process will go more smoothly.

Very truly yours,



Douglas A. Ruley  
Legal Assistant

DAR/jcm

NOTICE

The attached Account was filed on February 6th, 1984. 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.

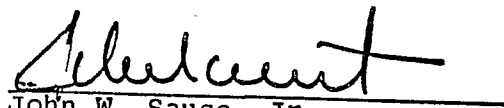
CERTIFICATE OF AUDITOR

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 #7391. 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 February 6th, 1984, 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:

Ellen A. Efros, Esquire  
Suite 1111  
1828 L Street, NW  
Washington, DC 20036

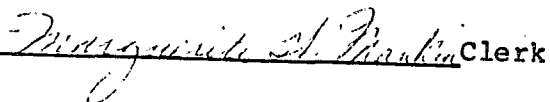
Ronald T. Berger  
5510 Harbor Drive  
Chester, Maryland 21619

  
John W. Sause, Jr.  
Auditor

NISI RATIFICATION OF AUDIT

ORDERED this 6th day of February, 1984, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 22nd day of February, 1984, 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.

Filed: February 6, 1984

 Clerk

1 16 398 1

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

Ellen A. Efros  
1828 L Street, N.W.  
Suite 1111  
Washington, D.C. 20036

v.

Ronald T. Berger  
5510 Harbor Drive  
Chester, Maryland 21619

Equity No. 7391

CERTIFICATE OF SERVICE

This is to certify that the undersigned mailed a copy of the "Petition for Writ of Possession" and a certified copy of the "Show Cause Order" previously filed herein, via certified mail, return receipt requested, to the person whose name and address is set forth below on the 30th day of January 1984:

Mr. Ronald T. Berger  
5510 Harbor Drive  
Chester, Maryland 21619

*Owen B. Katzman*  
Owen B. Katzman  
Attorney for Plaintiffs



ELLEN A. EFROS, Sub. Tr.

vs.

RONALD T. BERGER

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7391

FINAL RATIFICATION OF AUDIT

ORDERED this 22nd day of February, 1984,

by the Court that the account of the Auditor is finally ratified and confirmed, and Ellen A. Efros, 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.

*Francis H. Mankin* Clerk

Filed February 22, 1984

DEC 13 1983

UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff )  
 )  
 v. )  
 )  
 MARICE V. HAYNES AND )  
 PATSY A. HAYNES, )  
 )  
 Defendants) )

CIVIL NO. HM 82-2976

DEC 13-83 \* 28537 \*\*\*\* 150.00  
DEC 13-83 A #28537 \*\*\*\* 90.00  
DEC 13-83 A #28536 \*\*\*\* 60.00

PETITION TO FORECLOSE

Your petitioner, United States of America, acting on behalf of the Farmers Home Administration, an agency of the United States of America, by J. Frederick Motz, United States Attorney for the District of Maryland, respectfully represents:

1. The Farmers Home Administration is now, and has been at all times herein mentioned, an agency of the United States of America, having an office for the transaction of business at Agricultural Service Center, P. O. Box 40, Denton, Maryland 21629.

2. On or about March 26, 1979, the defendants, Marice V. Haynes and Patsy A. Haynes, being indebted to the United States by virtue of a loan made to said defendants in the sum of \$33,300.00 duly made, executed, and delivered to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, their Promissory Note wherein the said defendants covenanted and agreed to repay said loan as, and under the conditions, therein provided on or before March 26, 2012. A copy of said Note is attached hereto as Exhibit A and is incorporated by reference herein as fully as if set forth at length herein.

CLERK  
1983 DEC 13 10 02

3. To secure the payment of the aforesaid Note, the said defendants, on March 26, 1979, executed and delivered to the United States their indenture of mortgage, conveying to the United States the premises described therein as security for said debt; the said Mortgage was duly recorded in the Queen Anne County Land Records, Liber 148, Page 97. A copy of said Mortgage is attached hereto as Exhibit B and is incorporated by reference herein as fully as if set forth at length herein.

4. On or about May 28, 1979, the defendants, Marice V. Haynes and Patsy A. Haynes, being indebted to the United States by virtue of a loan made to said defendants in the sum of \$650.00 duly made, executed, and delivered to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, their Promissory Note wherein the said defendants covenanted and agreed to repay said loan as, and under the conditions, therein provided on or before May 28, 2012. A copy of said Note is attached hereto as Exhibit C and is incorporated by reference herein as fully as if set forth at length herein.

5. To secure payment of the aforesaid Note, the said defendants, on May 28, 1979, executed and delivered to the United States their indenture of mortgage, conveying to the United States the premises described therein as security for said debt; the said Mortgage was duly recorded in the Queen Anne County Land Records, Liber 150, Page 297. A copy of said Mortgage is attached hereto as Exhibit D and is incorporated by reference herein as fully as if set forth at length herein.

6. The United States is now the owner and holder of said Promissory Notes and Mortgages; the said defendants, Marice V. Haynes and Patsy A. Haynes, defaulted in the payment of said Notes by not making payments as required; as provided in said Notes, and following such default, the United States elected to declare that by reason of said default, the entire balance of said Notes remaining unpaid is due and payable forthwith; the defendants and each of them have failed to pay the same; and there is now due as of January 15, 1982 on the \$33,300 loan the amount of \$34,233.64, principal, together with interest in the amount of \$6,624.52, accrued through that date and accruing at the daily rate of \$7.9722 thereafter. There is also due as of January 15, 1982 on the \$650 loan the amount of \$650.60, principal, together with interest in the amount of \$139.73, accrued through that date and accruing at the daily rate of \$.1604 thereafter. A copy of the Statement of Account relative to the subject debt is attached hereto as Exhibit E and incorporated by reference herein as fully as if set forth at length herein.

7. By reason of the default of said defendants, the United States is entitled to an Order of this Court foreclosing said Mortgage and ordering the sale of the premises described in said Mortgage in the manner provided by law and ordering the application of the proceeds of such sale in payment of the judgment of the United States against the defendants, Marice V. Haynes and Patsy A. Haynes.

8. In order to protect the interests of the United States in the assets during the pendency of these proceedings, it is requested by your petitioner that the United States Marshal for the District of Maryland be appointed Trustee without bond for that purpose.

WHEREFORE, the United States demands judgment and order of this Court:

(a) For the aggregate amount of the aforementioned sums and for such other amounts as the Court may find to be due from said defendants in the premises;

(b) Foreclosing the Mortgage described herein; ordering the premises described herein to be sold in the manner provided by law; and ordering that the proceeds be applied to the costs and expenses of sale, next in satisfaction of the Plaintiff's judgment against said defendants, and that the surplus, if any, be deposited in the account of the United States Marshal, subject to further order of the Court;

(c) For the appointment of the United States Marshal for the District of Maryland as Trustee to serve without bond;

(d) For such other and further relief as the Court may deem proper in the premises.

UNITED STATES OF AMERICA

J. FREDERICK MOTZ  
UNITED STATES ATTORNEY  
DISTRICT OF MARYLAND

By

*Mark A. Holman*  
Assistant United States Attorney  
101 West Lombard Street  
Baltimore, Maryland 21201  
COM: 301-539-2940  
FTS: 922-4822

16

**KIND OF LOAN**  
 Type: Rural Housing  
 Pursuant to:  
 Consolidated Farm and Rural Development Act.  
 Title V of the Housing Act of 1949.

**PROMISSORY NOTE**

STATE Maryland  
 COUNTY Queen Anne  
 CASE NO. 24-18-217-52-0259

Date March 26, 19 79

FOR VALUE RECEIVED, the undersigned (whether one or more persons, herein called "Borrower") jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government") at its office in Centreville, Maryland

THE PRINCIPAL SUM OF THIRTY THREE THOUSAND, THREE HUNDRED DOLLARS ---  
DOLLARS (\$ 33,300.00), plus INTEREST on the UNPAID PRINCIPAL of EIGHT AND ONE HALF PERCENT (8½ %) PER ANNUM.

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

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

II. Principal and Interest payments shall be deferred. The interest accrued to July 26, 19 79 shall be added to the Principal. Such new Principal and later accrued Interest shall be payable in 392 regular amortized installments on the dates indicated in the box below. Borrower authorizes the Government to enter the amount of such new Principal herein \$ 33,776.64 and the amount of such regular installments in the box below, when such amounts have been determined.

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

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

\$ 256.00 on August 26, 19 79, and  
 \$ 256.00 thereafter on the 26th of each month  
 until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and PAYABLE THIRTY THREE (33) YEARS from the DATE of this NOTE. The consideration heretofore shall support any agreement modifying the foregoing schedule of payments.

*Handwritten signature*

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

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations (7 C.F.R. 1861.2) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

Borrower agrees that the Government at any time may assign this note and insure the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Borrower hereby certifies that he is unable to obtain sufficient credit elsewhere to finance his actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his community for loans for similar purposes and periods of time, and that the loan evidenced hereby shall be used solely for purposes authorized by the Government.

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

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

**DEFAULT:** Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. **UPON ANY SUCH DEFAULT,** the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act or Title V of the Housing Act of 1949 and for the type of loan as is indicated in the "KIND OF LOAN" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

Presentment, protest, and notice are hereby waived.

*Marice V. Haynes* (SEAL)  
 Marice V. Haynes (BORROWER)  
*Patsy A. Haynes* (SEAL)  
 Patsy A. Haynes (SPOUSE)

216 N. Liberty Street  
 Centreville, Md. 21617

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$ 6,050.	3-2-79	(8) \$		(15) \$	
(2) \$ 2,725.	4-19-79	(9) \$		(16) \$	
(3) \$ 5,450.	5-3-79	(10) \$		(17) \$	
(4) \$ 8,340.	5-17-79	(11) \$		(18) \$	
(5) \$ 10,735.	7-26-79	(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
TOTAL				\$ 33,300.00	



DOCUMENT NO. ~~97-322~~  
USDA-FmHA  
Form FmHA 427-1 MD  
(Rev. 4-18-77)

Position 5

REAL ESTATE MORTGAGE FOR MARYLAND

THIS MORTGAGE is made and entered into by MARICE V. HAYNES and PATSY A. HAYNES, his  
wife,

residing in Queen Anne's County, Maryland, whose post office address is  
Centreville, Maryland 21617,

herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
March 26, 1979	\$33,300.00	8-1/2%	March 26, 2012

RECORDED  
CLERK'S OFFICE

1979 MAR 27 AM 9:54

QUEEN ANNE'S COUNTY

MAR 27-79 \* 26358 \*\*\*\*\*15.00  
MAR 27-79 A #26358 \*\*\*\*\*15.00

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

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign, and forever warrant unto the Government the following property situated in the State of Maryland,

County of QUEEN ANNE'S

ALL that tract or parcel of land, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, being more particularly described by metes and bounds, courses and distances, in accordance with a survey and Plat by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, dated February 1974, titled, "GEORGE W. MORRIS EST. SUBDIVISION", which Plat is recorded among the Land Records of Queen Anne's County in Liber C. W. C. No. 105, folio 596, as follows, to wit: BEGINNING for the same at an iron pipe set at the intersection of the division line between the lands of Robert Ryans (See C. W. C. 72/298), the herein described lands and the southeasterly right-of-way line of Brownsville Road, a forty (40) foot wide right-of-way; thence leaving said beginning point so fixed, and said right-of-way, and binding on the Southwesterly outline of the Ryans lands, South 42° 03' 13" East,

Exhibit B

FmHA 427-1 MD (Rev. 4-18-77)

LIBER 148 PAGE 97

16-403

451.14 feet to an iron pipe set in the Northerly outline of the lands of, or formerly of, Jackson R. Collins (See A. S. G., Jr. 18/561); thence leaving said Ryans lands and binding on the outline of the Collins lands, North 82° 30' 00" West, 58.74 feet to a point and South 43° 45' 00" West, 61.05 feet to an iron pipe set in the Southeastern-most corner of Tract No. 5; thence leaving said Collins lands and binding on the North-easterly outline of Tract No. 5, North 42° 03' 13" West, 398.14 feet to an iron pipe set in the Southerly right-of-way line of Brownsville Road; thence leaving said Tract No. 5 and binding on the aforesaid right-of-way, North 45° 16' 00" East, 10.78 feet to a point of curvature; thence binding on the arc of a curve to the left a distance of 89.20 feet, said curve having a radius of 487.99 feet and scribed by a chord of North 40° 01' 49" East, 89.07 feet to the place of beginning; CONTAINING in all 0.928 Acre of land, more or less.

BEING the same lot or parcel of land which was granted and conveyed unto the said Marice V. Haynes and Patsy A. Haynes, his wife, the Mortgagors herein, by Carlton L. Foster, Inc. by deed of conveyance bearing date March 26, 1979, and recorded, or intended to be recorded, immediately preceding these presents, among the land records of Queen Anne's County, State of Maryland.

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

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

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

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

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

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

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

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payment.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him-will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Newark, Delaware 19711, and in the case of Borrower to him at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

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

(24) Upon default by Borrower as aforesaid, in addition to any other remedies provided by law, Borrower hereby assents to the passage of a decree for the sale of the property and Borrower hereby also authorizes the Government, its successors or assigns, after any default in the covenants or conditions of this instrument to sell the property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Section 7-105 of the Annotated Code of the Public General Laws of Maryland, or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto, or the Maryland Rules of Practice.

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

PROVIDED that if all the indebtedness hereby secured is duly paid and each and every covenant, condition, agreement, and obligation, contingent or otherwise, contained herein, secured hereby or arising hereunder is fully performed and discharged, this mortgage shall be void; otherwise to remain in full force and effect. This instrument also secures credit or subsidy which may be granted to the Borrowers by the Government, pursuant to 42 USC 1490A.

Witness the hand(s) and seal(s) of Borrower this 26th day of March, 1979.  
• to 42 USC 1490A.  
TEST: (as to Mortgagors)

Virginia S. White  
(Witness)

Marice V. Haynes (SEAL)  
Marice V. Haynes

Patsy A. Haynes (SEAL)  
Patsy A. Haynes

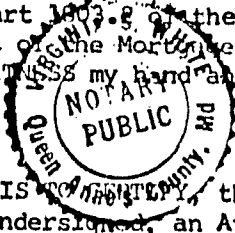
STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

ACKNOWLEDGMENT AND AFFIDAVIT

I HEREBY CERTIFY, that on this 26th day of March, 1979, before me, a Notary Public of the State and County aforesaid, personally appeared MARICE V. HAYNES and PATSY A. HAYNES, his wife, Mortgagors, and acknowledged the foregoing mortgage to be their act. At the same time also appeared EDWARD TURNER, Attorney, Agent of the Mortgagee and made oath that the consideration set forth in said mortgage is true and bona fide as therein set forth; and that the sum of SIX THOUSAND FIFTY DOLLARS (\$6,050.00), has been paid over and disbursed to said Mortgagors at or before the execution and delivery of this mortgage. The aforesaid Agent of the Mortgagee also made oath that the Mortgagee is obligated to disburse all funds constituting the total consideration as set forth in the mortgage at one time, or in multiple future advances in accordance with the authority contained in Title 7, Part 1003.8 of the Code of Federal Regulations; and also made oath that he is the Agent of the Mortgagee and authorized to make this affidavit.

WITNESS my hand and Notarial Seal.



Virginia S. White  
Virginia S. White, Notary Public  
My commission expires July 1, 1982.

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

Edward Turner  
Edward Turner, Attorney

STATE OF MARYLAND  
QUEEN ANNE'S COUNTY, SCT  
I HEREBY CERTIFY THAT

THIS ..... 27th ..... WAS  
RECEIVED FOR RECORD THIS 27th  
DAY OF Mar 1979 AT 9:54 A.M.  
RE ..... AND RECORDED IN

LIBER No. 148, Vol. 97 Land  
RECORD BOOK FOR QUEEN ANNE'S  
COUNTY

Margaret M. Rankin CLERK  
M.S. P.I.

5797, 322

Form FmHA 440-16  
(Rev. 11-10-75)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

KIND OF LOAN	
Type:	SECTION 502 RH
Pursuant to:	
<input type="checkbox"/>	Consolidated Farm and Rural Development Act.
<input checked="" type="checkbox"/>	Title V of the Housing Act of 1949.

PROMISSORY NOTE

STATE
MARYLAND
COUNTY
QUEEN ANNE
CASE NO.
24-18-217520250

Date MAY 28, 1979

FOR VALUE RECEIVED, the undersigned (whether one or more persons, herein called "Borrower") jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government") at its office in CENTREVILLE, MARYLAND.

THE PRINCIPAL SUM OF SIX HUNDRED FIFTY AND no/100 DOLLARS (\$ 650.00), plus INTEREST on the UNPAID PRINCIPAL of NINE PERCENT (9 %) PER ANNUM.

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

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

II. Principal and Interest payments shall be deferred. The interest accrued to July 26, 1979 shall be added to the Principal. Such new Principal and later accrued Interest shall be payable in 394 regular amortized installments on the dates indicated in the box below. Borrower authorizes the Government to enter the amount of such new Principal herein \$ 651.46 and the amount of such regular installments in the box below, when such amounts have been determined.

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

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

\$ <u>6.00</u>	on <u>August 26</u> , 19 <u>79</u> , and
\$ <u>6.00</u>	thereafter on the <u>26th</u> of each <u>MONTH</u>
until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and PAYABLE <u>THIRTY-THREE</u> ( <u>33</u> ) YEARS from the DATE of this NOTE. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.	

EXHIBIT C

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

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations (7 C.F.R. 1861.2) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

Borrower agrees that the Government at any time may assign this note and insure the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Borrower hereby certifies that he is unable to obtain sufficient credit elsewhere to finance his actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his community for loans for similar purposes and periods of time, and that the loan evidenced hereby shall be used solely for purposes authorized by the Government.

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

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

**DEFAULT:** Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. **UPON ANY SUCH DEFAULT,** the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act or Title V of the Housing Act of 1949 and for the type of loan as is indicated in the "KIND OF LOAN" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

Presentment, protest, and notice are hereby waived.

*Marice V. Haynes* (SEAL)  
MARICE V. HAYNES (BORROWER)  
*Patsy A. Haynes* (SEAL)  
PATSY A. HAYNES (SPOUSE)

216 N. LIBERTY STREET  
CENTREVILLE, MARYLAND 21617

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$ 100.00	5-28-79	(8) \$		(15) \$	
(2) \$ 550.00	7-26-79	(9) \$		(16) \$	
(3) \$		(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
				TOTAL \$	650.00

10 AUG 11



USDA-FmHA  
Form FmHA 427-1 MD  
(Rev. 4-18-77)

Position 5

REAL ESTATE MORTGAGE FOR MARYLAND

THIS MORTGAGE is made and entered into by MARICE V. HAYNES and PATSY A. HAYNES, his  
wife,

residing in Queen Anne's County, Maryland, whose post office address is  
Centreville Maryland 21617  
herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
May 28, 1979	\$650.00	9%	May 28, 2012

CLEARING  
MAY 28 PM 3:45  
QUEEN ANNE'S COUNTY

MAY 28-79 \* 28770 \*\*\*\*\*15 00  
MAY 28-79 A #28770 \*\*\*\*\*15 00

And the note evidences a loan to Borrower and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949; And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign, and forever warrant unto the Government the following property situated in the State of Maryland,

QUEEN ANNE'S  
County(ies) of: .....

ALL that tract or parcel of land, situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, being more particularly described by metes and bounds, courses and distances, in accordance with a survey and Plat by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors, dated February 1974, titled, "GEORGE W. MORRIS EST. SUBDIVISION", which Plat is recorded among the Land Records of Queen Anne's County in Liber C. W. C. No. 105, folio 596, as follows, to wit: BEGINNING for the same at an iron pipe set at the intersection of the division line between the lands of Robert Ryans (See CWC 72/298), the herein described lands and the Southeasterly right-of-way line of Brownsville Road, a forty (40) foot wide right-of-way; thence leaving said beginning point so fixed, and said right-of-way, and binding on the Southwesterly outline of the Ryans lands, South 42° 03' 13" East, 451.14 feet to an iron pipe set in the Northerly outline of the lands of, or formerly of, Jackson R. Collins

FmHA 427-1 MD (Rev. 4-18-77)

EXHIBIT D LIBER 150 PAGE 297



(See A36, Jr. 18/561; thence leaving said Ryans lands and binding on the outline of the Collins land, North 82° 30' 00" West, 58.74 feet to a point and South 43° 45' 00" West, 61.05 feet to an iron pipe set in the Southeasternmost corner of Tract No. 5; thence leaving said Collins lands and binding on the Northeasterly outline of Tract No. 5, North 42° 03' 13" West, 398.14 feet to an iron pipe set in the Southerly right-of-way line of Brownsville Road; thence leaving said Tract No. 5 and binding on the aforesaid right-of-way, North 45° 16' 00" East, 10.78 feet to a point of curvature; thence binding on the arc of a curve to the left, a distance of 89.20 feet, said curve having a radius of 487.99 feet and scribed by a chord of North 40° 01' 49" East, 89.07 feet to the place of beginning; CONTAINING in all 0.928 Acre of land, more or less.

BEING the same lot or parcel of land which was granted and conveyed unto the said Marice V. Haynes and Patsy A. Haynes, his wife, the Mortgagors herein, by Carlton L. Foster, Inc. by deed of conveyance bearing date March 26, 1979, and recorded in Liber M. W. M. No. 148, folio 95, a land record book for Queen Anne's County, State of Maryland.

SUBJECT to a first mortgage from these Mortgagors to this Mortgagee dated March 26, 1979, in the original principal amount of \$33,300.00 and recorded in Liber M. W. M. No. 148, folio 97 of the aforesaid land records.

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

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

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

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payment.
- (8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe, and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured broker shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or may indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.
- (18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law of a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law of a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.
- (19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.
- (20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.
- (21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.
- (22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Newark, Delaware 19711, and in the case of Borrower to him at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

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

(24) Upon default by Borrower as aforesaid, in addition to any other remedies provided by law, Borrower hereby assents to the passage of a decree for the sale of the property and Borrower hereby also authorizes the Government, its successors or assigns, after any default in the covenants or conditions of this instrument to sell the property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Section 7-105 of the Annotated Code of the Public General Laws of Maryland, or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto, or the Maryland Rules of Practice.

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

PROVIDED that if all the indebtedness hereby secured is duly paid and each and every covenant, condition, agreement, and obligation, contingent or otherwise, contained herein, secured hereby or arising hereunder is fully performed and discharged, this mortgage shall be void; otherwise to remain in full force and effect. ~~This instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrowers by the Government, pursuant to~~

Witness the hand(s) and seal(s) of Borrower this 28th day of May, 1979.

• to 42 USC 1490A.  
TRUST: (as to Mortgagors)

Virginia S. White  
(Witness)

Marice V. Haynes (SEAL)  
Marice V. Haynes

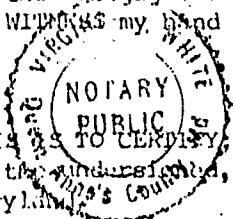
Patsy A. Haynes (SEAL)  
Patsy A. Haynes

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

ACKNOWLEDGMENT AND AFFIDAVIT

I HEREBY CERTIFY, that on this 28th day of May, 1979, before me, a Notary Public of the State and County aforesaid, personally appeared MARICE V. HAYNES and PATSY A. HAYNES, his wife, Mortgagors, and acknowledged the foregoing mortgage to be their act. At the same time also appeared EDWARD TURNER, Attorney, Agent of the Mortgagee and made oath that the consideration set forth in said mortgage is true and bona fide as therein set forth; and that the sum of ONE HUNDRED DOLLARS (\$100.00), has been paid over and disbursed to said Mortgagors at or before the execution and delivery of this mortgage. The aforesaid Agent of the Mortgagee also made oath that the Mortgagee is obligated to disburse all funds constituting the total consideration as set forth in the mortgage at one time, or in multiple future advances in accordance with the authority contained in Title 7, Part 1803.2 of the Code of Federal Regulations; and also made oath that he is the Agent of the Mortgagee and authorized to make this Affidavit.



Virginia S. White  
Virginia S. White, Notary Public  
My commission expires July 1, 1982.

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

Edward Turner  
Edward Turner, Attorney

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

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

U.S. Attorney U.S. Department of Justice to Baltimore, MD 21202

STATEMENT OF ACCOUNT

CASE NO. 24-18-217520259

This is to certify that

NAME(S) Marice V. Haynes AND ADDRESS (include ZIP Code)

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

TRANSACTIONS HAVE BEEN RECORDED THROUGH INTEREST HAS BEEN ACCRUED THROUGH (Check appropriate block)

CHARGES

CREDITS

3-12-81 | 10-29-79 January 15, 1982

STATUS BY LOAN TYPE ADVANCES IN DETAIL DEFERRED STATUS OF INDIVIDUAL ACCOUNT

Table with columns: DATE, LOAN CODE (KIND, FUND, INT. RATE, NUMBER), LOAN ADVANCES AND OTHER CHARGES, PAYMENTS AND CREDITS (INTEREST, PRINCIPAL), UNPAID BALANCES (INTEREST, PRINCIPAL), DAILY INTEREST ACCRUAL. Includes entries for Note Account and Advances by Government.

cc: Office of the General Counsel, USDA Harrisburg, PA 17108 Replying to 1-15-82

cc: County Supervisor 211-18

DATE OF CERTIFICATION JAN 19 1982

cc: State Director Newark, DE, 07102

Brenda A. Schlemmer (Signature of approving official)

Accounting Technician (Title)

Position 2

Exhibit E

STATE OF MARYLAND )  
COUNTY OF HARFORD ) TO WIT:

I HEREBY CERTIFY that on this 26<sup>th</sup> day of July, 1982, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared, MARK H. KOLMAN, Assistant United States Attorney for the District of Maryland, and made oath in due form of law that the matters and facts contained in the foregoing Petition to Foreclose are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

*Jacklyn Lane Jones*  
JACKLYN LANE JONES  
NOTARY PUBLIC  
HARFORD COUNTY, MD.

My Commission Expires: 7-1-86.

UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,  
Plaintiff  
v.  
MARICE V. HAYNES AND  
PATSY A. HAYNES,  
Defendants)

CIVIL NO. HM-82-296

ORDER

Upon consideration of the Petition of the United States of America, acting on behalf of the Farmers Home Administration, an agency of the United States of America, by J. Frederick Motz, United States Attorney for the District of Maryland, seeking sale of certain real property described in the Real Estate Mortgage referred to in said Petition, it is this 30 day of September 1982

ORDERED:

1. The United States Marshal for the District of Maryland is hereby appointed Trustee without bond.
2. The said Trustee is hereby directed to sell on behalf of the Farmers Home Administration, its successors or assigns, or its duly authorized attorney, the property set forth in said Mortgage in accordance with the terms and powers conferred upon him therein, after having first notified all interested parties by publishing said notification once a week for at least four (4) weeks prior to the date of the sale in a newspaper of general circulation in the county in which the property lies.

10-7-82  
I hereby attest and certify on \_\_\_\_\_  
that the foregoing document is a full, true and correct  
copy of the original on file in my office and in my  
legal custody.  
PAUL R. SCHLITZ  
CLERK, U. S. DISTRICT COURT  
DISTRICT OF MARYLAND  
*Carol Jones*  
Deputy

3. The terms of said sale shall be all cash; a deposit of fifteen percent (15%) of the purchase price shall be required at the time of sale, the balance to be paid within ten (10) days after final ratification of said sale by this Court. In the event of default by the purchaser, the property shall be resold at the risk and cost of the defaulting purchaser. All conveyancing, recording, revenue stamps, and other expenses of sale shall be at the cost of the purchaser.

4. After said Trustee has complied with the order of this Court, such sale shall be reported back to this Court for approval and ratification.

5. The proceeds of such sale shall be deposited into the account of the United States Marshal to be distributed as the Court shall direct after review and accounting thereof.

DANIEL E. KLEIN

---

U. S. Magistrate  
United States District Court

16 420  
IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,

CIVIL NO. HM82-2296

Plaintiff

v.

Maurice V. Haynes

Patsy A. Haynes

Defendants

AFFIDAVIT BY PURCHASER - MD RULE BR 6b3

I HEREBY CERTIFY on this 10th day of December, 1982, that the following statements concerning the foreclosure sale of the property located at Centerville, MD, are true and correct to the best of my knowledge, information and belief:

1. I am acting as the agent for the Secretary of the United States Department of Agriculture.
2. The United States Department of Agriculture, through its agency, the Farmers Home Administration, purchased the aforesaid property.
3. There are no others interested as principals.
4. I have not directly or indirectly discouraged any one from bidding for the aforesaid property nor has any other employee of the United States Department of Agriculture.

*Betty S. Obst*

BETTY S. OBST, Rural Housing Spec.  
Farmers Home Administration  
151 East Chestnut Hill Road  
Newark, DE 19713 302-573-6694

STATE OF DELAWARE  
COUNTY OF NEW CASTLE

BE IT REMEMBERED that on this 10th day of December, in the year of our Lord 1982, personally appeared before the subscriber, a Notary Public for the State of Delaware and County aforesaid, Betty S. Obst, an agent of the Farmers Home Administration, personally known to me to be such and acknowledged this instrument to be her deed.

Given under my hand and seal of office the day and year aforesaid.

My commission expires February 26, 1984.

I hereby attest and certify on 11/2/83  
that the foregoing document is a true and correct  
copy of the original on file in my office and of  
legal custody.

\_\_\_\_\_  
Notary Public

by *John W. Burrell* Deputy



JCS:MR  
82-0090

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,  
Plaintiff,

v.

MARICE V. HAYNES and  
PATSY A. HAYNES,

Defendants.

CIVIL NO. HM-82-2296

...oo0oo...

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This Report of Sale by John W. Spurrier, United States Marshal for the District of Maryland, Trustee in the above-entitled matter, by J. Frederick Motz, United States Attorney for the District of Maryland, and James C. Savage, Assistant United States Attorney for said District, respectfully submits:

1. That Marice V. Haynes and Patsy A. Haynes, having defaulted in their payments on their promissory note to the United States (the Farmers Home Administration), notice of sale of certain real property described in the real estate mortgage referred to in the Petition to Foreclose heretofore filed by the United States was duly given by publication in the Record Observer, Centreville, Maryland.

2. That pursuant to the Order of this Honorable Court dated September 30, 1982, authorizing the Trustee to sell the aforesaid property of Marice V. Haynes and Patsy A. Haynes, a

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US DISTRICT COURT  
DISTRICT OF MARYLAND

public sale was held on November 23, 1982, on the premises known as P. O. Box 195, Centreville, Maryland 21617, Queen Anne's County, Maryland, said property being covered by the real estate mortgage heretofore filed in this proceeding.

3. That John W. Spurrier, United States Marshal, Trustee, conducted the public sale.

4. That the said property was sold to the Farmers Home Administration, an agency of the United States, at and for the sum of \$35,500.00, said purchaser being the highest bidder therefor.

Respectfully submitted,

J. Frederick Motz  
United States Attorney

BY:

James C. Savage  
James C. Savage  
Assistant United States Attorney  
8th Floor, United States Courthouse  
101 West Lombard Street  
Baltimore, Maryland 21201-2692  
Phone: 301/539-2940  
FTS 922-4822

STATE OF MARYLAND)  
                          ) SS:  
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 28<sup>th</sup> day of February, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared JAMES C. SAVAGE, Assistant United States Attorney for the District of Maryland, 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.

Deborah S. Lee  
Deborah S. Lee  
NOTARY PUBLIC

My Commission Expires: 7/1/86

JCS:MR  
82-0090

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,	:	
	:	
Plaintiff,	:	
	:	
v.	:	CIVIL NO. HM-82-2296
	:	
MARICE V. HAYNES and	:	
PATSY A. HAYNES,	:	
	:	
Defendants.	:	

...oo0oo...

ORDER NISI

ORDERED, this 2<sup>ND</sup> day of MARCH, 1983,  
 by the United States District Court for the District of Maryland, that  
 the sale of the real property described in the above-entitled  
 proceedings, made and reported by John W. Spurrier, United States  
 Marshal for the District of Maryland, Trustee, to the Farmers Home  
 Administration, an agency of the United States, for the sum of  
 \$35,500.00, said purchaser being the highest bidder therefor, be  
 ratified and confirmed unless cause to the contrary be shown on or  
 before the 11<sup>TH</sup> day of APRIL, 1983, provided  
 that a copy of this Order be inserted in some newspaper published in  
 Queen Anne's County, Maryland, once a week for three successive weeks  
 preceding MARCH 30<sup>TH</sup>, 1983.

I hereby attest and certify on \_\_\_\_\_  
that the foregoing document is a full, true and correct  
copy of the original on file in my office and in my  
legal custody.

PAUL R. SCHLITZ  
 CLERK, U. S. DISTRICT COURT  
 DISTRICT OF MARYLAND  
 \_\_\_\_\_ Deputy

Herbert F. Murray  
 Herbert F. Murray  
 United States District Judge

JCS:MR  
82-0090

RECEIVED  
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UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, :  
 :  
 Plaintiff, :  
 :  
 v. : CIVIL NO. HM-82-2296  
 :  
 MARICE V. HAYNES and :  
 PATSY A. HAYNES, :  
 :  
 Defendants. :  
 :  
 ...00000...

ORDER RATIFYING AND CONFIRMING SALE

Compliance having been made with the Order of this Court dated March 2, 1983, requiring publication of sale made by John W. Spurrier, United States Marshal for the District of Maryland, Trustee, on November 23, 1982, as evidenced by Certification of Publication heretofore filed, and no cause to the contrary having been shown,

IT IS ORDERED, this 13<sup>th</sup> day of April, 1983, by the United States District Court for the District of Maryland, that the sale heretofore reported in these proceedings to the Farms Home Administration, an agency of the United States of America, its successors and assigns, at and for the sum of \$35,500.00, be and the same is hereby ratified and confirmed.

Herbert F. Murray  
Herbert F. Murray  
United States District Judge

I hereby attest and certify on 4-13-83  
that the foregoing document is a full, true and correct  
copy of the original on file in my office and in my  
legal custody.

PAUL R. SCHLITZ  
CLERK, U. S. DISTRICT COURT  
DISTRICT OF MARYLAND  
By John M. Burrell Deputy

JCS:MR  
82-0090

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,  
Plaintiff,

v.

MARICE V. HAYNES and  
PATSY A. HAYNES,

Defendants.

CIVIL NO. HM-82-2296

...oo0oo...

REPORT AND FINAL ACCOUNT OF TRUSTEE

Your Trustee, John W. Spurrier, United States Marshal for the District of Maryland, respectfully represents unto this Honorable Court:

1. That on April 13, 1983, this Honorable Court passed an Order ratifying and confirming the sale made by the Trustee on November 23, 1982, to the Farmers Home Administration, an agency of the United States of America, at and for the sum of \$35,500.00.
2. That as of November 23, 1982, there was due and owing to the Farmers Home Administration of the United States Department of Agriculture, as mortgagee, the sum of \$44,542.04.
3. That no other claims have been filed by creditors in this proceeding, although proper notice was duly given to all interested parties by publication that certain sums have been expended by the Farmers Home Administration since the institution of these foreclosure proceedings.

4. That because the property was sold to the holder of the mortgage, no funds were actually received by the Trustee. However, the Farmers Home Administration will apply the purchase price to the balance due under its mortgage.

5. That the Plaintiff incurred the following expenses:

ADVERTISING:

Sale Ad:

Record Observer, Centreville, Maryland  
 October 20 and 27, 1982; November 3, 10,  
 and 17, 1982 \$138.60

Nisi Ad:

Record Observer, Centreville, Maryland  
 March 16, 23, and 30, 1983 \$ 92.40

Total Advertising Costs:	\$231.00
Total U. S. Marshal's Expenses	\$ 34.73
Court Costs (Clerk, U. S. District Court)	\$ 80.00

6. That because no funds were received by the Trustee as aforesaid, the amount of \$35,500.00 will be credited to the mortgage account of the defendants and no disbursements will be made.

WHEREFORE, the Trustee prays:

(a) That this Honorable Court pass an Order approving the expenses as set forth in this account.

(b) That this Court further Order that the amount of \$35,500.00 be credited to the mortgage account of the defendants, Marice V. Haynes and Patsy a. Haynes, now held by the Farmers Home Administration as hereinabove set forth.

*John W. Spurrier*  
 \_\_\_\_\_  
 JOHN W. SPURRIER  
 United States Marshal  
 District of Maryland

STATE OF MARYLAND)  
) SS:  
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 15<sup>th</sup> day of April, 1983,  
before me, the subscriber, a Notary Public of the State of Maryland,  
in and for the city aforesaid, personally appeared JOHN W. SPURRIER,  
Trustee, and made oath in due form of law that the matters and facts  
set forth in the foregoing Report and Final Account of Trustee are  
true to the best of his knowledge, information and belief.

AS WITNESS, my hand and Notarial Seal.

Deborah L. Lee  
NOTARY PUBLIC

My Commission Expires: 7/1/86

O R D E R

ORDERED AS PRAYED, this 22<sup>nd</sup> day of  
April, 1983.

I hereby attest and certify on 4/22/83  
that the foregoing document is a full, true and correct  
copy of the original on file in my office and in my  
legal custody.

PAUL R. SCHLITZ  
CLERK, U. S. DISTRICT COURT  
DISTRICT OF MARYLAND

By John M. Russell Deputy

Herbert F. Murray  
Herbert F. Murray  
United States District Judge

10-423

LYNN T. KRAUSE, ESQUIRE,  
Assignee of Mortgage for  
Purposes of Foreclosure,

Plaintiff

vs.

THE RIDDLEBERGER CONSTRUCTION\*  
COMPANY, and  
PAUL L. RIDDLEBERGER,

Defendants

IN THE  
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

EQUITY NO. 7456

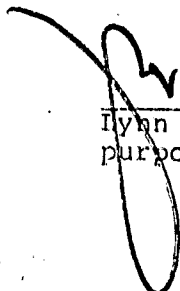
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REQUEST TO DOCKET FORECLOSURE

Dear Mr. Clerk:

Please docket the above captioned foreclosure matter and file in these proceedings the attached original Mortgage, dated January 28, 1982, Statement of Mortgage Debt Due, copy of Assignment of Mortgage, which Assignment is also to be recorded among the land records of Queen Anne's County, and an Affidavit of Non-Military Service with respect to the Defendant, Paul L. Riddleberger.

  
Lynn T. Krause, Assignee for  
purposes of foreclosure

1983 OCT -4 11 0 57

QUEEN ANNE'S COUNTY

LYNN T. KRAUSE  
150 SOUTH BELL  
BETHESDA, MD 20814  
(301) 291-0270



DOCUMENT NO. 108,321

THIS PARTIAL PURCHASE MONEY MORTGAGE made this 28th day of January, in the year One Thousand Nine Hundred and Eighty-Two, between THE RIDDLEBERGER CONSTRUCTION COMPANY and PAUL L. RIDDLEBERGER, (hereinafter collectively sometimes called the "Mortgagor") and GIBRALTAR BUILDING AND LOAN ASSOCIATION, INC., (hereinafter sometimes called the "Mortgagee").

WHEREAS, the Mortgagor stands bona fide indebted unto the Mortgagee in the full and just principal sum of ONE HUNDRED FIFTY THOUSAND, EIGHT HUNDRED and 00/100 Dollars (\$150,800.00) for money this day loaned by the Mortgagee unto the Mortgagor evidenced by and payable with interest as provided in a Note of even date herewith, the unpaid balance with interest accrued thereon (hereinafter referred to as the "Mortgage Debt") being due February 1, 1983, which principal sum having been used as a portion of the purchase price for the property hereinafter described;

WHEREAS, it was a condition precedent to the making of such loan that the repayment thereof, with interest, should be secured by the execution of this Mortgage;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Mortgagor grants, assigns and conveys unto the Mortgagee, its successors and assigns, all that lot or lots of ground situate in Queen Anne's County, State of Maryland, hereinafter referred to as the Mortgaged Property, and described as follows:

KNOWN AND DESIGNATED as Lot numbered Eleven (11), "Windward Cove", as per plat thereof recorded among the Plat Records of Queen Anne's County in Plat Book C.W.C. 4, folio 38 and more fully described in Schedule A attached hereto.

BEING the same property conveyed unto The Riddleberger Construction Company by Coastland Corporation, a Maryland corporation by deed of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County.

Together with the buildings and improvements on the Mortgaged Property and the rights, roads, alleys, ways, waters, privileges, fixtures, appurtenances and advantages thereto belonging or in anywise appertaining, and including any right, title, interest and estate hereafter acquired by the Mortgagors in the property granted herein.

ALSO TOGETHER with and including, but not limited to, as part of the building and improvements erected on the aforesaid lot or lots of ground all building materials and other chattels on the premises intended to be incorporated in the improvements thereon, and all fixtures, equipment, accessories and furniture which is attached to or affixed to the buildings and improvements, including kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, medicine cabinets, lighting fixtures, heating plant, air conditioning equipment, piping, tubing, duct work, radiators, storm windows, storm doors, screens, screen doors, window shades and awnings; all of which fixtures, accessories and equipment now on or hereafter placed upon the lot or lots of ground are hereby declared to be by the Mortgagors fixtures and permanent additions to the realty and intended to be included as part of the lot or lots of ground hereby mortgaged.

This Mortgage shall also secure future advances as provided in Section 7-102 of Chapter 12 of the Laws of Maryland, 1974, with all additions or amendments thereto.

TO HAVE AND TO HOLD the Mortgaged Property with the improvements, appurtenances, fixtures and permanent additions as aforesaid unto the Mortgagee, its successors and assigns,

The said Paul L. Riddleberger, joins in the execution of these presents for the purpose of making himself personally liable, jointly and severally, for the payments herein provided to be made and for the performance of the covenants herein provided to be performed.

The Occurrence of any one or more of the events described in (a) Through (f) below shall constitute an Event of Default under this mortgage (in addition to other events later enumerated herein):

(a) if (i) default shall be made in the payment of any interest on the note, or in the payment of any installment of principal, in either such case, when and as the same shall become due and payable, and such default shall have continued for a period of thirty (30) days or (ii) default shall be made in any other payment of the principal of the note, when and as the same shall become due and payable, whether at maturity or by acceleration or as part of any prepayment or otherwise, in each case, as in the note and this mortgage provided and such default shall have continued for a period of thirty (30) days; or

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(b) if default shall be made in the due observance or performance of any covenant or condition on the part of the Mortgagor in the note or in this mortgage contained, and such default shall have continued for a period of thirty (30) days after written notice specifying such default and demanding that the same be remedied shall have been given to the Mortgagor by the Mortgagee; or

(c) if by the order of a court of competent jurisdiction, a trustee, receiver or liquidator of the mortgaged property or any part thereof, shall be appointed and such order shall not be discharged or dismissed within sixty (60) days after such appointment; or

(d) if the Mortgagor shall file a petition in bankruptcy or for an arrangement or for reorganization pursuant to the Federal Bankruptcy Act or any similar Law, federal or state, or if, by decree of a court of competent jurisdiction, the Mortgagor shall be adjudicated a bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or receivers of all or any part of the mortgaged property; or

(e) if any of the creditors of the Mortgagor shall file a petition in bankruptcy against the Mortgagor or for reorganization of the Mortgagor pursuant to the Federal Bankruptcy Act or any similar law, federal or state, and if such petition shall not be discharged or dismissed within sixty (60) calendar days after the date on which such petition was filed; or

(f) if final judgment for the payment of money shall be rendered against the Mortgagor and the Mortgagor shall not discharge the same or cause it to be discharged within sixty (60) days from the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based or entered, and secure a stay of execution pending such appeal.

1. During the continuance of any such Event of Default, the Mortgagee, by written notice given to the Mortgagor, may declare the entire principal of the note then outstanding (if not then due and payable), and all accrued and unpaid interest thereon, to be due and payable immediately, and upon any such declaration the principal of the note and said accrued and unpaid interest shall become and be immediately due and payable, anything in the note or in this mortgage to the contrary notwithstanding.

2. During the continuance of any such Event of Default, the Mortgagee personally, or by its agents or attorneys, may enter into and upon all or any part of the premises, and each and every part thereof, and may exclude the Mortgagor, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the premises and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, the Mortgagee at the expense of the mortgaged property, from time to time, either by purchase, repairs or construction, may maintain and restore the mortgaged property, whereof it shall become possessed as aforesaid; and likewise, from time to time, at the expense of the mortgaged property, the Mortgagee may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as to it may seem advisable; and in every such case the Mortgagee shall have the right to manage and operate the mortgaged property and to carry on the business thereof and exercise all rights and powers of the Mortgagor with respect thereto either in the name of the Mortgagor or otherwise as it shall deem best; and the Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the mortgaged property and every part thereof, all of which shall for all purposes constitute property of the Mortgagee; and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the mortgaged property or any part thereof, as well as just and reasonable compensation for the services of the Mortgagee and for all attorneys, counsel, agents, clerks, servants and other employees by it properly engaged and employed, the Mortgagee shall apply the money arising as aforesaid, first, to the payment of the interest and principal due on the note, when and as the same shall become payable and second, to the payment of any other sums required to be paid by the Mortgagor under this mortgage.

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 Lawrence B. Goldstein, Esquire, the duly authorized attorney or agent of said Mortgagee, after any default shall have occurred as aforesaid, to sell the hereby

mortgaged property. Any such sale, whether under the aforementioned assent to a decree or under the aforementioned power of sale, shall be under the provisions of Real Property Article of the Annotated Code of Maryland Section 7-105 (Chapter 12, Acts of 1974) and the Rules W70-W76 of the Maryland Rules of Procedure, or under any other general or local laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. Such sale shall be made after giving notice by advertisement as required by the aforesaid Statute and Rules; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any such sale of said property under this mortgage, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a counsel fee of Two Thousand and 00/100 Dollars (\$2,000.00) 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 Ten Per Cent (10%) of the gross sales price; (2) to the payment of all claims of the said Mortgagee hereunder, whether the same shall have matured or not, including interest thereon until the final ratification of the final Auditor's Account in the foreclosure proceedings; (3) and the balance if any, to the said Mortgagor, or to whomsoever may be entitled to same. And in the event that the mortgage debt shall be paid after docketing the foreclosure action, 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 Five Percent (5%) thereof, and a counsel fee of One Thousand and 00/100 Dollars (\$1,000.00); 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 pay the Mortgage Debt and interest thereon according to the terms and conditions of the Note and any amendment, substitution, extension or renewal thereof;

(2) To purchase and pay the premiums thereon, during the term of this mortgage, of all policy or policies of fire and extended coverage insurance on the improvements on the above described lot of ground insuring the same against loss by fire and other hazards, usually referred to as "extended coverage," with an endorsement thereon making the proceeds of the policy or policies, in event of damage by fire or other covered casualty, payable to the Mortgagee to the extent of Mortgagee's lien on the land and improvements, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, in amounts sufficient to protect Mortgagee's lien thereon, and to deliver the policy or policies and all renewal policies or receipts to the Mortgagee; and in the event of any loss by fire or other casualties, the insurance company or companies issuing said policy or policies are hereby, and in said policy or policies are to be, directed by the Mortgagor to make payment for such loss to the Mortgagee only, to the extent of its lien thereon and any unpaid insurance premiums or taxes and other expenses advanced, and not to the Mortgagor and Mortgagee jointly; such payment to the Mortgagee shall be applied to the extinguishment of the principal, interest and other obligations secured by this mortgage, whether then due or not; however, the Mortgagee, in lieu thereof, may consent, in writing, to the application by the Mortgagor of the said insurance proceeds to the reconstruction of the improvements on the mortgaged 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 payment;

(4) To pay to the Mortgagee, at the sole option of the Mortgagee, on the same date upon which the payments on account of principal and interest are made, for the purpose of establishing a fund to assure the payment of the taxes, water and sewer charges, and other public dues and charges, the ground rent, if any, the premiums on the policies of fire and extended coverage and any other obligations for which the above-described property may become liable, one-twelfth (1/12th) of the yearly aggregate of such payments as estimated by the Mortgagee. Said amounts so paid to the Mortgagee shall be held by the Mortgagee in trust solely for the purposes indicated and the funds may be commingled with other funds of the Mortgagee; such deposit as herein required shall be known as "Expense Account."

No interest shall be paid on the 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 from the date of such payments, said Mortgagee shall have a lien under this Mortgage on the premises hereinabove described for the amount or amounts so paid, together with the interest thereon at the rate of Seventeen Percent (17%). 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) To pay a late charge of Five Percent (5%) of the total amount of any delinquent or late periodic installments of principal or interest which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof.

(6) The Mortgagor will not commit any waste on the premises or make any change in the use of the premises which will in any way increase the premiums of any ordinary policy of fire or other hazard insurance arising out of construction or operation. The Mortgagor will, at all times, maintain the improvements in good operating order and condition and will promptly make, from time to time, all repairs, renewals, replacements, additions and improvements in connection therewith which are needful or desirable to such end. The improvements shall not be removed, demolished or substantially altered, nor shall any chattel be removed without the prior written consent of the Mortgagee.

(7) Mortgagor will not, without first obtaining the written consent of Mortgagee, mortgage or encumber the mortgaged premises or assign or attempt to assign the rents or any part thereof from the said premises; Mortgagor will not in any other manner impair or threaten to impair the value of the mortgaged premises or the security of Mortgagee for the payment of the mortgage debt. The whole of the principal sum and interest shall become due at the option of Mortgagee if Mortgagor fails to observe, keep and perform any of the foregoing provisions of this paragraph.

(8) Mortgagor agrees that it will not, without the written consent of the Mortgagee, receive or collect rents from any tenant, subtenant, undersubtenant, or other occupant of the mortgaged premises for a period of more than one month in advance, nor will Mortgagor grant any concessions to any of the foregoing persons or parties which will in any way reduce the monthly rentals as stated in the lease.

(9) Each lease of the premises or any part thereof, shall provide that, in the event of the enforcement by the Mortgagee of the remedies provided for by law or by this mortgage, any person succeeding to the interest of the Mortgagor as a result of such enforcement shall not be bound by any payment of rent or additional rent for more than one month in advance.

(10) The Mortgagor will do, and cause to be done, all such things as may be required by law in order fully to protect the security and all rights of the Mortgagee under this mortgage. The Mortgagor shall not cause or permit the lien of this mortgage to be impaired in any way.

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: to the payment of Expenses; and third: Any balance remaining shall be credited on account of the unpaid principal due as of such date.

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, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or conveyed or encumbered in any other manner, unless the Mortgagee, 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. 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;

5. 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.

6. Until default is made, the said Mortgagor may retain possession of the hereby mortgaged property.

7. Each of the parties hereto, Mortgagor and Mortgagee, shall promptly advise the other of any change in the address of either.

8. The whole of the principal sum and the interest shall become due at the option of the Mortgagee, if any representation or warranty made by the Mortgagor herein or otherwise made in writing in connection with the transaction contemplated hereby shall prove to have been false or incorrect in any material respect on the date of this mortgage and such defect (if curable) shall not have been cured within ten (10) days from the date of the mailing of notice thereof to the Mortgagor.

9. The whole of the principal sum and the interest shall become due at the option of the Mortgagee if any proceeding shall be commenced to foreclose any mortgage, lease or other lien prior to or subordinate to the lien of this mortgage.

10. As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Mortgagor hereby assigns to Mortgagee, its successors and assigns, all leases and contracts already in existence and to be created in the future, together with all rents to become due under existing or future leases and, upon an event of default as herein provided, confers on Mortgagee the exclusive power, to be used or not in its sole discretion, to act as agent or to appoint a third person to act as agent for Mortgagor, with power to take possession of and collect all rents, issues and profits arising from the mortgaged premises and apply such rents, issues and profits at the option of Mortgagee to the payment of the mortgage debt, interest, insurance, taxes, cost of maintenance and operation, repairs and other expenses similar to the foregoing, in such order of priority as Mortgagee may in its sole discretion determine, and to turn any balance remaining over to Mortgagor; but such collection of rents, issues and profits shall not operate as an affirmation of any tenant or lease in the event the title to the property should be acquired by Mortgagee or by any other purchaser at foreclosure sale.

In exercising any of the power in this paragraph contained, Mortgagee may also, upon an event of default as aforesaid, take possession of, and for these purposes use, any and all personal property contained in the mortgaged premises and useful in the operation thereof. The right to enter and take possession of said property, to manage and operate the same, and to collect the rents, issues and profits thereof, may be exercised concurrently with or independently of any other right or remedy hereunder or afforded by law. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee.

11. Mortgagor will permit Mortgagee, or its agents, at all reasonable times to enter, pass through or over the premises for the purpose of inspecting same.

12. The Mortgagor shall have the right, prior to any default hereunder, to prepay the Mortgage Debt, in whole or in part, at any time, without penalty.

13. And it is also mutually covenanted and agreed that no delay or failure on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any right or remedy.

14. It is hereby warranted that this loan is made for the purpose of acquiring or carrying on a business or commercial investment within the meaning of the provision of Article 49, Annotated Code of Maryland, as amended, and re-enacted by the provisions of Title 12, Commercial Law Article, Annotated Code of Maryland, 1975 editions, as amended.

The Mortgagor warrants specially the property hereby mortgaged and will exercise such further assurances of the same as may be requisite.

Whenever used herein, the words "Mortgagor" and "Mortgagee" shall include the heirs, personal representatives, successors and/or assigns of the Mortgagor or Mortgagors, 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.

WITNESS the hands and seals of said Mortgagors.

WITNESS:

*Grace Marie D... as les*

*Paul L. Riddleberger*

THE RIDDLEBERGER CONSTRUCTION COMPANY

By: *Paul L. Riddleberger* (SEAL)  
Paul L. Riddleberger, President

*Paul L. Riddleberger* (SEAL)  
Paul L. Riddleberger

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

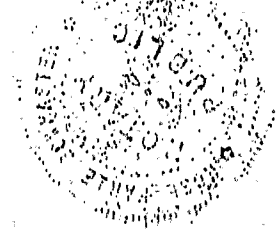
I HEREBY CERTIFY that on this 28th day of January, 1982 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Paul L. Riddleberger, President of THE RIDDLEBERGER CONSTRUCTION COMPANY and PAUL L. RIDDLEBERGER, Individually, known to me, or satisfactorily proven, to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained and that he was duly authorized so to act.

At the same time also appeared DIANE C. WHITE and made oath in due form of law that she 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.

*Grace Marie D...*  
Notary Public

My Commission Expires: July 1, 1982



LIBER 183 PAGE 234

LAWRENCE B. GOLDSTEIN  
ATTORNEY AT LAW  
P.O. BOX 291  
ANNAPOLIS, MARYLAND 21404

MAR -4-82 A # 21355 \*\*\* 29340 31360  
MAR -4-82 A # 21354 \*\*\*\*\*2100

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE is made this 27<sup>th</sup> day of September, 1983 between GIBRALTAR BUILDING AND LOAN ASSOCIATION, INC. (hereinafter called "Assignor") and LYNN T. KRAUSE, ESQUIRE, (hereinafter called "Assignee").

R E C I T A L S

Riddleberger Construction Company and Paul L. Riddleberger executed a Mortgage dated January 28, 1982 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber No. 183, folio 229 ("Mortgage") to GIBRALTAR BUILDING AND LOAN, INC. to secure the payment of a mortgage debt in the original principal sum of One Hundred Fifty Thousand Eight Hundred and 00/100 Dollars. (\$150,800.00). Assignor is the current holder of said Mortgage.

Assignor, by this instrument pursuant to Rules W70-W79, inclusive, of the Maryland Rules does hereby assign the Mortgage to the Assignee soley in order to exercise the power of sale contained therein pursuant to Section 7-105 of the Real Property Article of the Annotated Code of Maryland, 1981 Volume.

NOW, THEREFORE, in no monetary consideration but other good and valuable consideration, the receipt of which is hereby acknowledged by Assignor, Assignor hereby assigns, transfers, conveys and sets over to the Assignee all of its right, title and interest in and to the aforesaid Mortgage and to all sums due and to become due thereunder, for the purpose of instituting and completing foreclosure proceedings with respect to said Mortgage which is now in default, and otherwise collecting all indebtedness due thereunder.

TO HAVE AND TO HOLD said Mortgage unto the Assignee, their heirs, personal representatives and assigns, absolutely for the purposes hereinabove specified.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Mortgage under said the day and year first above written.

ATTEST:

GIBRALTAR BUILDING AND LOAN ASSOCIATION, INC.

By Lawrence B. Goldstein  
Lawrence B. Goldstein  
Its President

Edward L. Krause  
Edward L. Krause, Esquire

ter recording  
case return to:  
LYNN T. KRAUSE  
100 SOUTH STREET  
ANNAPOLIS, MD 21401  
(301) 263-0220

STATE OF MARYLAND )  
COUNTY OF ANNE ARUNDEL COUNTY) To-wit:

I HEREBY CERTIFY that on this 28<sup>th</sup> day of September 1968, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared LAWRENCE B. GOLDSTEIN who acknowledged himself to be the President of GIBRALTAR BUILDING AND LOAN ASSOCIATION, INC., and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing, in my presence, the name of Lawrence B. Goldstein by himself as President.

WITNESS my hand and notarial seal.

John A. ...  
Notary Public

My Commission Expires:

Sept 1 1971

After recording  
lease return  
to:  
LYNN T. KRAUSE  
155 SOUTH STREET  
ANNAPOLIS, MD 21401  
(301) 263-0220



AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY, }  
STATE OF MARYLAND, } RR:

I hereby certify that, on this 3rd day of October  
19 83, personally appeared before me, the subscriber, a Notary Public of the State of  
Maryland, in and for Anne Arundel County,

Louise Shultz, Manager of Mortgage Service Department of  
Gibraltar Building and Loan Association, Inc.

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant  
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Paul L. Riddleberger is employed full time by the Riddleberger  
Construction Company, and is President of such Company.

and is not in the military service of the United States of America.

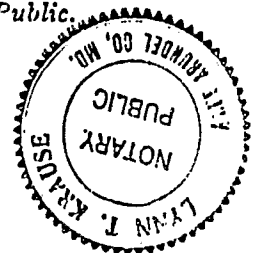
In testimony whereof, I hereunto set my hand and affix my

Notarial Seal, this 3rd day of  
October, 19 83.

Notarial  
Seal

Notary Public.

My Commission will expire on:  
7/1/86.



Filed,

16 PAGE 437

LYNN T. KRAUSE, ESQUIRE,  
Assignee of Mortgage for  
Purposes of Foreclosure,

Plaintiff

vs.

THE RIDDLEBERGER CONSTRUCTION  
COMPANY and  
PAUL L. RIDDLEBERGER,

Defendants

IN THE

CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

Equity No. 7454

\*\*\*\*\*

STATEMENT OF MORTGAGE/DEED OF TRUST DEBT DUE

The undersigned hereby swears and affirms under penalties of perjury that he/she is authorized to make this affidavit, has personal knowledge hereof, and is an agent of the holder of the instrument being foreclosed on herein.

The undersigned further states that the total amount of principal, interest, late fees and other charges due on the instrument being foreclosed on is as follows:

Principal		\$143,690.00
Interest for period _____ through <u>09/23/83</u>		25,581.86
at the rate of _____		
Late fees through <u>08/31/83</u>		1,196.48
Other charges - late fees of \$107.77 per month after October 1, 1983		_____
Per diem interest rate - \$71.85		
Total due through <u>09/23/83</u>		<u>\$170,468.34</u>

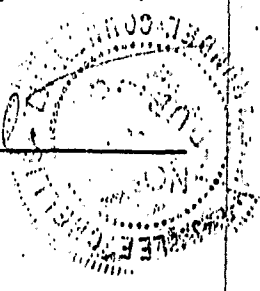
*Louise Shultz*  
LOUISE SHULTZ, MANAGER MORTGAGE SERVICE  
title  
GIBRALTAR BUILDING AND LOAN  
ASSOCIATION, INC.

Taken, sworn and subscribed before me, a Notary Public,  
this 24th day of September, 1983.

*John S. Chell*  
Notary Public

My Commission Expires: 11/1/86

LYNN T. KRAUSE  
100 EIGHTH STREET  
ANNAPOLIS, MD 21401  
1301 291-0320



LYNN T KRAUSE, ESQUIRE  
Assignee of Mortgage for  
Purpose of Foreclosure

Plaintiff

vs

RIDDLEBERGER CONSTRUCTION CO  
and PAUL RIDDLEBERGER

Defendants

IN THE  
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

EQUITY NO 7456

\*\*\*\*\*

PETITION FOR NOMINAL BOND

Dear Sir:

Now comes Lynn T Krause, Assignee, and petitions this Honorable Court as follows:

(1) As the statement of mortgage debt due filed in this matter reveals the current balance of principal and interest due through September 23, 1983 exceeds \$170,000.00.

(2) The original balance of the mortgage were all of the monies advanced under the mortgage was \$150,800.00.

(3) As can be seen by a copy of an Agreement of Sale, dated August 18, 1983, attached hereto as Exhibit A, an offer was received for the partially completed dwelling on the property being foreclosed upon in an amount of \$100,000.00, the property being described in said contract, even though the name of seller is not noted thereon, the seller not accepting this contract for probably the obvious reason such sale would still leave him a sum due and owing on the mortgage of approximately \$70,000.

(4) It is likely that the foreclosing lender, Gibraltar Building and Loan Association, Inc., will purchase this property at foreclosure and that to require the lender to post the usual and customary bond in an amount of at least \$175,000.00, would cause an unnecessary burden on the lender and increase the expenses of foreclosure to the debtor.

WHEREFORE, your Petitioner prays:

A. That the attached order setting nominal bond be executed by this Honorable Court.

B. And for such other and further relief as the nature of his cause may require.

1983 SEP 23 11:43  
QUEEN ANNE'S COUNTY

16-409

LYNN T. KRAUSE  
136 SOUTH BERRY  
ASHAPOLE, MD 21401  
601 203-0220

Lynn T Krause  
156 South Street  
Annapolis, MD 21401

Relief denied at this time because  
of the failure to observe Md. Rule  
H 2 b. 2. So ordered by the Court on  
October 26, 1983. Clayton C. Carter  
Judge

1583 OCT 26 PM 3:26  
ANNE ARUNDEL COUNTY

LYNN T. KRAUSE  
156 SOUTH STREET  
ANNAPOLIS, MD 21401  
150 263-0200

CHESAPEAKE BAY COUNTRY



**TIDEWATER PROPERTIES**  
INCORPORATED

ELABORATE

This Agreement of Sale, made this 18<sup>th</sup> day of August, 1983,

by and between \_\_\_\_\_

\_\_\_\_\_ Seller,

and HENRY E. SMITH and SHIRLEY ANN SMITH, of

Queenstown, Md. Buyer.

**Witnesseth** that the said Seller does hereby bargain and sell unto the Buyer, and the said Buyer does hereby purchase from the Seller, upon the terms and conditions hereinafter set forth, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, designated as LOT NO. 11, WINDWARD COVE SUBDIVISION, fronting on the waters of Little Greenwood Creek, said lot 2.44 Acres of land more or less, improved by a 1½ story dwelling (not complete)

The Buyers are purchasing the property with the dwelling in "as is" condition .

TOGETHER with the buildings and improvements thereupon erected, made or being, and all fixtures thereto belonging or appertaining, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining.

AT AND FOR the price of -----ONE HUNDRED THOUSAND DOLLARS-----

(\$ 100,000.00 )

of which ---FIVE HUNDRED DOLLARS--- (\$ 500.00 )

have been paid prior to the signing hereof to Tidewater Properties, Inc., agent, to be deposited immediately to its escrow account at Queenstown Bank of Maryland

subject to collection and so held by it until settlement, and the balance to be paid as follows:

NINETY NINE THOUSAND FIVE HUNDRED DOLLARS (\$99,500.00) by cash or certified check at time of settlement.

LIBER 16 PAGE 442

SETTLEMENT shall be held at the office of Tidewater Properties  
Queenstown, Md. at 11:00 A. M. on or before Dec 22 1983,  
or as otherwise mutually agreed, at which time full possession of the property shall pass to Buyer.

AND UPON PAYMENT as provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurances shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein, but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any, title to be such as will be insurable by a recognized title company at regular rates at the expense of the Buyer.

IN EVENT OF DEFAULT or breach of this contract before delivery of possession as above provided, the injured party may elect to receive liquidated damages for such breach, in lieu of specific performance, in an amount equal to \$ 500

RECORDING COSTS, title papers and revenue stamps shall be at the expense of the Buyer. Rent, ground rent, insurance, taxes and all other public charges on an annual basis shall be apportioned as of the date of settlement. Transfer tax shall be paid by the Buyers

It is understood that the Seller shall immediately have the fire and casualty insurance policies on the property, now in the amount of \$ \_\_\_\_\_, so endorsed as to protect all parties hereto, as their interests may appear, and shall continue said insurance in force during the life of this Contract with privilege in the Buyer to place whatever additional insurance he may desire at his expense, the herein described property to be held at the risk of the Seller until legal title has passed.

It is acknowledged by the parties hereto that Tidewater Properties, Inc.,  
is the procuring cause of this sale and that all commissions to which it may be entitled shall be paid by the Seller.

Purchaser has the right to select his own title attorney, title insurance or settlement company.

This Contract contains the final and entire Agreement between the parties hereto, and they mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns, and that they shall not be bound by any terms, conditions or representations not herein written.

Witness the hands and seals of the parties hereto the day and year first above written.

WITNESS as to Seller:

\_\_\_\_\_ date Seller (SEAL)

\_\_\_\_\_ *Henry E. Smith* (SEAL)

WITNESS as to Buyer:

\_\_\_\_\_ date Henry E. Smith (SEAL)

\_\_\_\_\_ date Shirley Ann Smith (SEAL)

ADDENDUM (yes) (no)

August / , 1983

A D D E N D U M

THIS CONTRACT IS CONTINGENT UPON:

The buyers herein selling their present home located on Md. Route 18, Queenstown, Md., 5th Election District of Queen Anne's County, for a period of 120 days.

If the buyers do not have a contract of sale with mortgage approval within said period, then this contract shall be declared null and void and all monies on deposit shall be returned to the Buyers.

It is further understood and agreed that said property at Rt. 18, Queenstown shall be actively listed for sale during the one hundred twenty (120) days period with a member or members of the Queen Anne's County Board of Realtors at a price not to exceed \$ , and in accordance with practices considered acceptable and standard in the area. If, during said period, the Sellers herein receive an acceptable offer that is not subject to a similar contingency of another house being sold, the Buyers herein shall have the option of waiving the above contingency clause and thereby declare this contract with the Sellers herein to be valid and enforceable as if no such contingency had ever existed. Tidewater Properties, agent, shall notify the Buyers immediately of such acceptable offer, and the Buyers herein shall have forty-eight (48) hours from such notice to notify Tidewater Properties agent, that they elect to so strike said contingency, and if such election is not made in writing within said forty-eight (48) hours, then this contract shall immediately be declared null and void and all monies on deposit returned to the Buyers

WITNESS

\_\_\_\_\_  
\_\_\_\_\_  
*[Handwritten Signature]*  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
*[Handwritten Signature]*  
\_\_\_\_\_ (SEAL)

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE is made this 29<sup>th</sup> day of September, 1983 between GIBRALTAR BUILDING AND LOAN ASSOCIATION, INC. (hereinafter called "Assignor") and LYNN T. KRAUSE, ESQUIRE, (hereinafter called "Assignee").

R E C I T A L S

Riddleberger Construction Company and Paul L. Riddleberger executed a Mortgage dated January 28, 1982 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber No. 183, folio 229 ("Mortgage") to GIBRALTAR BUILDING AND LOAN, INC. to secure the payment of a mortgage debt in the original principal sum of One Hundred Fifty Thousand Eight Hundred and 00/100 Dollars. (\$150,800.00). Assignor is the current holder of said Mortgage.

Assignor, by this instrument pursuant to Rules W70-W79, inclusive, of the Maryland Rules does hereby assign the Mortgage to the Assignee solely in order to exercise the power of sale contained therein pursuant to Section 7-105 of the Real Property Article of the Annotated Code of Maryland, 1981 Volume.

NOW, THEREFORE, in no monetary consideration but other good and valuable consideration, the receipt of which is hereby acknowledged by Assignor, Assignor hereby assigns, transfers, conveys and sets over to the Assignee all of its right, title and interest in and to the aforesaid Mortgage and to all sums due and to become due thereunder, for the purpose of instituting and completing foreclosure proceedings with respect to said Mortgage which is now in default, and otherwise collecting all indebtedness due thereunder.

TO HAVE AND TO HOLD said Mortgage unto the Assignee, their heirs, personal representatives and assigns, absolutely for the purposes hereinabove specified.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Mortgage under said the day and year first above written.

ATTEST:

GIBRALTAR BUILDING AND LOAN ASSOCIATION, INC.

By Lawrence B. Goldstein  
Lawrence B. Goldstein  
Its President

Howard L. Krause  
Howard L. Krause, Esquire

dated Oct. 28, 1983

LIBER 203 PAGE 101

after recording please return to:

LYNN T. KRAUSE  
166 SOUTH EIGHT  
ANNAPOLIS, MD 21401  
LIBER 203 PAGE 101



203-102

STATE OF MARYLAND )  
 ) To-wit:  
COUNTY OF ANNE ARUNDEL COUNTY)

I HEREBY CERTIFY that on this 29 day of September 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared LAWRENCE B. GOLDSTEIN who acknowledged himself to be the President of GIBRALTAR BUILDING AND LOAN ASSOCIATION, INC., and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing, in my presence, the name of Lawrence B. Goldstein by himself as President.

WITNESS my hand and notarial seal.

*John M. [Signature]*  
Notary Public



My Commission Expires:

July 1, 1986

153 OCT -4 11 9:57  
ANNE ARUNDEL COUNTY

OCT -4-83 \* 25011 111111 00  
OCT -4-83 A #25011 111111 00

after recording  
please return  
to:

↓  
LYNN T. KRAUSE  
1-6 SOUTH GIBBET  
ANNAPOLIS, MD 21401  
PH 203-2220

(2)

10-445

LYNN T. KRAUSE, ESQUIRE  
Assignee of Mortgage for  
Purpose of Foreclosure

Plaintiff

VS.

RIDDLEBERGER CONSTRUCTION CO. \*  
and PAUL RIDDLEBERGER

Defendant

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

\* Equity No. 7456

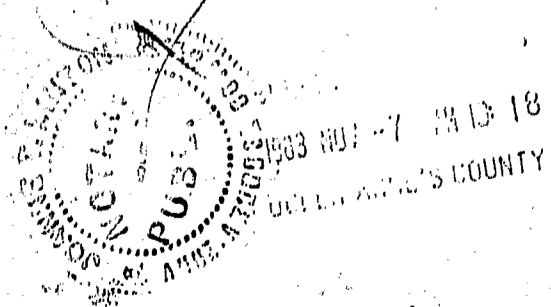
\*\*\*\*\*

AFFIDAVIT OF COMPLIANCE  
UNDER MARYLAND RULE W74a2(c)

I HEREBY CERTIFY, that on this 2nd day of  
November, 1983, before me the subscriber, a  
Notary Public of the State of Maryland, personally appeared  
LYNN T. KRAUSE, ESQUIRE, the Plaintiff in the above-entitled  
case, who made oath in due form of law that on November 1  
1983, he caused to be mailed, by Certified Mail,  
Return Receipt Requested to the debtors and Defendants at  
the debtors' and Defendants' last known address, a notice  
of the time, place and terms of sale of the Deed of the fore-  
closure which is the subject of these proceedings by letter  
dated November 1, 1983 in accordance with  
Maryland Rule W74a2(c).

LYNN T. KRAUSE, ESQUIRE

NOTARY PUBLIC  
My Commission Expires: 11/1/86



LYNN T. KRAUSE, ESQUIRE,  
Assignee of Mortgage for  
Purpose of Foreclosure,

Plaintiff

vs.

RIDDLEBERGER CONSTRUCTION  
COMPANY and  
PAUL L. RIDDLEBERGER,

Defendant(s)

\* \* \* \* \*

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
Equity No. 7456

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Lynn T. Krause, Assignee/~~Substituted Assignee~~, in this action, being vested with the power to sell the property described on the mortgage/~~XXXXXXXXXXXX~~ filed herein, dated January 28, 1982, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 183, folio 229, respectfully represents:

1. That the debt secured by said mortgage/~~XXXX of XXXXX~~, being due and payable and unpaid, said Assignee/~~XXXXXXXXXXXXXXXXXXXX~~ was appointed as such by an instrument duly recorded among the Land Records of the County aforesaid, said Assignee, ~~Substituted XXXXXXX~~ becoming vested with the power of sale under the terms of said mortgage/~~XXXXXXXXXXXX~~.

2. That after giving notice of the time, place and manner and terms of said sale by advertising in the Queen Anne's Record Observer, a newspaper of general circulation published in Queen Anne's County, Maryland, once each week for three successive weeks, the first advertisement being not less than fifteen (15) days prior to the sale in accordance with

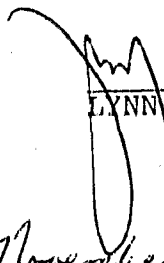
LYNN T. KRAUSE  
156 SOUTH STREET  
ANNAPOLIS, MD 21401  
(301) 263-0220

1982 JUN 15 11 30 AM  
COURT

the terms of said deed of trust, and the last advertisement not more than one (1) week prior to the sale in accordance with the Maryland Rules of Procedure, in accordance with the terms of said mortgage/~~deed of trust~~, also, a copy of said advertisement being filed in these proceedings and incorporated into this Report by reference.

3. On November 14, 1983 (date), after giving bond with surety for the faithful performance of said duties, the undersigned offered the property described in said mortgage/~~deed of trust~~ to the highest bidder for cash at auction, the bidder being M. Louise Schultz, authorized agent for Gibraltar Services Corporation, a subsidiary of Gibraltar Building and Loan Association, Inc., for the sum of Eighty Five Thousand Dollars Dollars (\$ 85,000.00 ), ~~he~~/she/~~they~~ being the highest bidder therefor and expressing ~~himself~~/herself/~~themselves~~ ready and willing to pay the balance of the purchase price, if any, upon ratification of said sale by this Honorable Court.

The undersigned represents to this Court that the sale was fairly made and that no one was discouraged from bidding for the property sold in this auction. The undersigned further represents that an affidavit of the purchaser is filed with this Report of Sale as well as a certificate of the auctioneer, if any was used.

  
LYNN T. KRAUSE, Assignee/  
Substitute Trustee

STATE OF MARYLAND,  
ANNE ARUNDEL COUNTY:

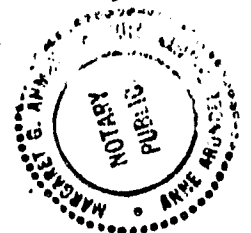
On this 16<sup>th</sup> day of November, 1983, before me, a Notary Public, appeared Lynn T. Krause, and he executed the foregoing Report of Sale for the purposes therein and made oath in due form of law that the statements therein are true and correct to the best of his information, knowledge and belief.

SUBSCRIBED and SWORN to before me this 16<sup>th</sup> day of November, 1983.

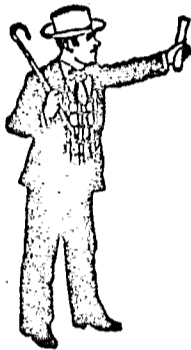
  
NOTARY PUBLIC

My Commission Expires: 7/1/86

LYNN T. KRAUSE  
156 SOUTH STREET  
ANNAPOLIS, MD 21401  
13011 203-0220



TELEPHONE  
401-200-5808



# ROBERT H. CAMPBELL & SONS Auctioneers & Appraisers

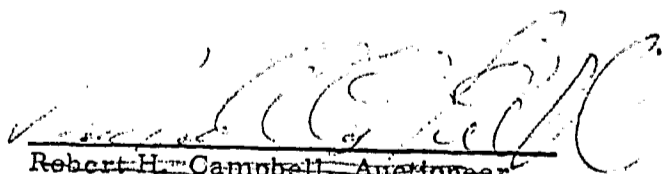
ESTABLISHED 1947

LICENSED AUCTIONEERS AND APPRAISERS OF REAL ESTATE AND PERSONAL PROPERTY  
MEMBER NATIONAL & STATE AUCTIONEERS ASSOCIATIONS

121 PRINCE GEORGE STREET  
ANNAPOLIS, MARYLAND 21401

## AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 14th day of July, 1983  
sold the property described in the attached advertisement, unto M. Lewis  
Schultz, Agent for CHEALOR SERVICE CORP.  
at and for the sum of Eighty Five Thousand Dollars (\$85,000.00)  
being then and there the highest bidder(s) therefore and that the sale was fairly  
made.

  
Robert H. Campbell, Auctioneer  
Richard Campbell Auctioneer

1983 JUL 21 10 07 AM  
ANNAPOLIS, MARYLAND  
RECORDS & CLERK'S OFFICE

## ORDER NISI ON SALE

LYNN T. KRAUSE, Assignee

vs.

RIDDLEBERGER CONSTRUCTION COMPANY  
and  
PAUL L. RIDDLEBERGERIn the Circuit Court  
for Queen Anne's County  
In EquityCause No. 7456

ORDERED, this 21st day of November, 1983, that the sale of the real property, made and reported in this cause by Lynn T. Krause, Assignee, be ratified and confirmed, on or after the 22nd day of December, 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 15th day of December, 1983.

The report states the amount of sales to be \$ 85,000.00.

Margaret H. Markie Clerk

Filed November 21, 1983

LYNN T. KRAUSE, ESQUIRE  
Assignee of Mortgage for  
Purpose of Foreclosure

Plaintiff

vs.

RIDDLEBERGER CONSTRUCTION  
COMPANY and  
PAUL L. RIDDLEBERGER,

Defendants

IN THE  
CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Equity No. 7456

\* \* \* \* \*

PETITION FOR FILING OF BOND NUNC PRO TUNC

Now comes the Plaintiff, Petitioner, and hereby petitions this Honorable Court as follows:

(1) That at approximately 10:30 o'clock a.m. a fidelity bond was offered to the Clerk of this Court for filing in this matter in the sum of Twenty Thousand Dollars (\$20,000.00).

(2) That such bond was rejected by the Clerk of this Honorable Court stating that since said bond was not for the full amount of the mortgage debt due in this matter that the bond would not be filed but that it would be held by the Clerk pending this Court's disposition of the matter.

(3) That as can be seen by the report of sale filed simultaneously herewith, the foreclosing party purchased the property at the auction sale held at 11:00 o'clock a.m. on November 14, 1983, the property being purchased by its wholly owned subsidiary, Gibraltar Services Corporation.

(4) That since the purchaser was the foreclosing party there was no need for anything other than a nominal bond to be filed in this matter and the Petitioner requests that the Twenty Thousand Dollar (\$20,000.00) bond offered previously be accepted by this Court as the nominal bond herein.

LYNN T. KRAUSE  
156 SOUTH EIGHT  
WHEELERS, MD 21401  
TELEPHONE 263-9200

10 451

1983 NOV 15 11:21 AM  
CIRCUIT COURT  
QUEEN ANNE'S COUNTY

WHEREFORE, your Petitioner prays:

A. That the attached order be executed by this Honorable Court.

B. And for such other and further relief as the nature of this cause may require.

LYNN T. KRAUSE, ESQUIRE,  
Assignee of Mortgage for  
Purpose of Foreclosure  
156 South Street  
Annapolis, Maryland 21401  
(301) 263-0220

LYNN T. KRAUSE  
156 SOUTH STREET  
ANNAPOLIS, MD 21401  
(301) 263-0220



LYNN T. KRAUSE, ESQUIRE,  
Assignee of Mortgage for  
Purposes of Foreclosure

Plaintiff

vs.

RIDDLEBERGER CONSTRUCTION  
COMPANY and  
PAUL L. RIDDLEBERGER,

Defendants

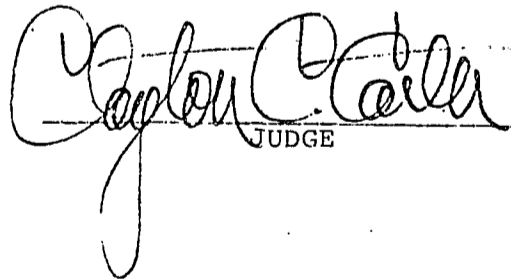
\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\*  
\* Equity No. 7456  
\*

\* \* \* \* \*

O R D E R

The Petition for Filing of Bond Nunc Pro Tunc, having been read and considered, it is this 23rd day of November, 1983, by the Circuit Court for Queen Anne's County, sitting in Equity,

ORDERED that the bond previously submitted by the foreclosing party, Lynn T. Krause, in the amount of Twenty Thousand Dollars (\$20,000.00) be accepted by the Clerk of this Court as if filed prior to the 11:00 o'clock a.m. foreclosure sale held by the foreclosing party on November 14, 1983, and that such bond be a considered to be a good and sufficient amount for this matter.

  
JUDGE

1983 NOV 23 11:12:26  
CIRCUIT COURT  
QUEEN ANNE'S COUNTY

LYNN T. KRAUSE  
100 SOUTH STREET  
ANNAPOLIS, MD 21401

1981 253-0270

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

KNOW ALL MEN BY THESE PRESENTS:

That we, Lynn T. Krause, Assignee

.....as Principal,  
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws  
of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and  
just sum of Twenty Thousand (\$20,000.00)

.....Dollars,  
to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we  
bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns  
jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of November  
in the year of our Lord 1983

Whereas, the above bounden Lynn T. Krause, Assignee

by virtue of the power contained in a mortgage from Riddleberger Construction Company  
and Paul Riddleberger

to Gibraltar Building and Loan, Inc.

bearing date the 28th day of January, 1982 and recorded

among the mortgage records of Queen Anne's County, Maryland

in Liber No. 183 Folio 229 and

Lynn T. Krause, Assignee

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


THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden  
Lynn T. Krause, Assignee

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

In Testimony Whereof, the above bounden Lynn T. Krause, Assignee

has hereto set his hand and seal and the said body corporate has caused these presents to be  
duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

 Lynn T. Krause, Assignee (SEAL)

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

Witness:  
Gene S. Regan  
As to Surety

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
By Frederick J. Grinnond, Jr.  
Attorney-in-Fact

REGINA L. DEBON  
MORTGAGEE'S OR ATTORNEY'S BOND

Surety of said  
Filed November 23, 1983

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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MM  
NO. 3, folio 362, 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 28th  
day of November, 1983.

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

LYNN T. KRAUSE, ESQUIRE,  
Assignee of Mortgage for  
Purpose of Foreclosure,

Plaintiff

vs.

RIDDLEBERGER CONSTRUCTION  
COMPANY and  
PAUL L. RIDDLEBERGER,

Defendant (s)

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
Equity No. 7456.

\* \* \* \* \*

AFFIDAVIT BY PURCHASER (S)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared M. Louise Schultz, authorized agent for Gibraltar Services Corporation, a subsidiary of Gibraltar Building & Loan Association, Inc., who made oath in due form of law that ~~he/she/they~~ attended the public sale held herein of the property known as Lot no. 11 "Windward Cove" as per Plat thereof recorded among the Plat Records of Queen Anne's County in Plat Book C.W.C. 4, folio 38, which was held on November 14, 1983, pursuant to the terms and conditions of the mortgage/~~deed of trust~~ filed herein, and the terms and conditions of the advertisement for said sale, and that to the best of their information, knowledge and belief,

- (1) ~~he/she/they~~ did not directly or indirectly discourage anyone from bidding on said property
- (2) that ~~he/she/they~~ purchased this property as ~~XXXXXXXXXXXX~~ as agent for Gibraltar Services Corporation, a subsidiary of Gibraltar Building & Loan Association, Inc.
- (3) that the auction price bid by ~~he/she/they~~ was Eighty Five Thousand Dollars (\$85,000.00)

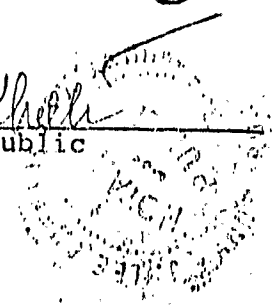
LYNN T. KRAUSE  
156 SOUTH STREET  
ANNAPOLIS, MD 21401  
(301) 263-0220

*M. Louise Schultz*  
M. Louise Schultz (Purchaser)

Subscribed and sworn to before me this 14th day of November, 1983.

My commission expires: 7/1/86 *J. Lee Chubb*  
Notary Public

LOS 134 CO. 110 31  
QUEEN ANNE'S COUNTY



Centreville, Md. 11/9 19 83

### We Hereby Certify

That the annexed advertisement of Assignee's sale Riddleberger 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 Nov. 19 83.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 26th day of Oct.

19 83, and the last insertion on the

9th day of Nov.

19 83.

Publishers, Record Observer

Per R. M. Kelly

## Mortgage Assignee's Sale

OF VALUABLE IMPROVED  
FREE SIMPLE PROPERTY  
Queen Anne's County, Maryland  
Lynn T. Krause, Esquire, Assignee  
156 South Street  
Annapolis, Maryland 21401

Under and by virtue of the power of sale contained in a certain mortgage from the Riddleberger Construction Company and Paul Riddleberger, individually, dated January 28, 1982 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 183, folio 229, the holder of the indebtedness as secured by the mortgage having assigned Lynn T. Krause as Assignee by instrument duly executed, acknowledged and recorded in the Land Records of the county aforesaid, default having occurred under the terms of said instrument, and at the request of the party(s) secured thereby, the undersigned will sell at public auction, at the Court House door, Circuit Court for Queen Anne's County, Centreville, Maryland on November 14, 1983, at 11:00 A.M., the real property described in the aforesaid instrument, being improved by a partially completed dwelling, being more particularly described as follows:

Lot numbered eleven (11) "Windward Cove" as per Plat thereof recorded among the Plat Records of Queen Anne's County in Plat Book C.W.C. for folio 38.

Said property will be sold in an "as is" condition, subject to any existing building violations, zoning violations, if any, etc., and also subject to conditions, restrictions, easements, and any other instruments and agreements of record effecting same, if any.

#### TERMS OF SALE

A cash or certified check deposit in the amount of \$7,500.00 will be required of the Purchaser at time and place of sale. The balance of the purchased money, with interest thereon at the rate of 18% per annum, shall be paid in cash or by certified check within fifteen (15) days from the date of final ratification of sale, interest to be charged at the above rate from the date of sale to the date of settlement on the unpaid purchase price. Taxes and all other public charges and assessments payable on an annual basis shall be adjusted for the current year to date of auction sale and assumed thereafter by the Purchaser. There is no warranty as to the nature and condition of the property, equipment, fixtures, appliances therein, if any, or improvements. Cost of all documentary stamps and transfer taxes, recording charges, and any and all other settlement costs shall be paid by the Purchaser. Failure to pay the consideration and make the settlement as provided herein shall constitute a default by the Purchaser, with the deposit being forfeited and the property being resold at the risk and cost of the defaulting Purchaser or Purchasers.

Lynn T. Krause, Assignee  
156 South Street  
Annapolis, Maryland 21401  
301-263-0220

Auctioneer:  
Robert H. Campbell  
Annapolis, Maryland  
RB-10-20-31-040

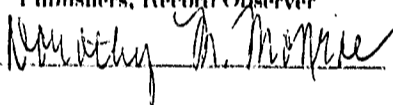
Centreville, Md. 12/14 19 83**We Hereby Certify**

That the annexed advertisement of  
~~Order Nisi - Riddleberger~~  
 Cause No. 7456  
 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 Dec. 19 83.

And that the first insertion of said ad-  
 vertisement in the said RECORD  
 OBSERVER/BAY TIMES was on the  
30th day of Nov.  
 19 83, and the last insertion on the  
14th day of Dec.  
 19 83.

Publishers, Record Observer

Per



ORDER NISI  
 ON SALE  
 LYNN T. KRAUSE,  
 Assignee

vs.

RIDDLEBERGER CON-  
 STRUCTION COMPANY  
 and PAULL  
 RIDDLEBERGER,  
 In the Circuit Court  
 for  
 Queen Anne's County  
 In Equity  
 Cause No. 7456

ORDERED, this 21st day  
 of November, 1983, that  
 the sale of the real pro-  
 perty, made and reported  
 in this cause by Lynn T.  
 Krause, Assignee, be  
 ratified and confirmed, on  
 or after the 22nd day of  
 December, 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 15th day of  
 December, 1983.

The report states the  
 amount of sales to be  
 \$85,000.00

Merguarita W. Mankin  
 Clerk

True Copy, Test:  
 Merguerite W. Mankin  
 Clerk

By: Betty M. Comegys  
 Deputy Clerk

Filed November 21, 1983

RB-11-30-31-083

LYNN T. KRAUSE, ESQUIRE,  
Assignee of Mortgage for  
Purpose of Foreclosure,

Plaintiff,

vs.

RIDDLEBERGER CONSTRUCTION CO.  
and PAUL RIDDLEBERGER,

Defendants.

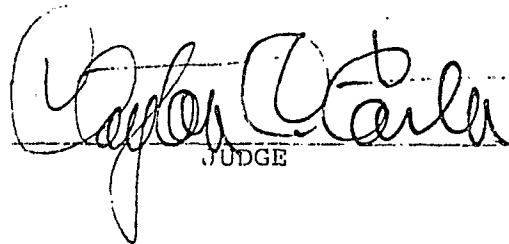
\* \* \* \* \*

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY

Equity No. 7456

ORDER FOR RATIFICATION OF FORECLOSURE SALE

The various matters filed in these proceedings having been read and considered, this Court, finding that all of the applicable laws and Rules of Procedure for the State of Maryland having been complied with by the party foreclosing the property described in these proceedings, the sale having been made and reported herein, and after the Order NISI for said sale having been advertised in accordance with the Rules of Procedure applicable thereto, no objection to said sale having been filed in these proceedings by any party, it is this 13<sup>th</sup> day of January, 1984, by the Circuit Court for Queen Anne's County, sitting in Equity, ORDERED that the sale described in these proceedings and the same is hereby ratified and the proceedings are referred to the Auditor of this Court for the purpose of stating an audit in accordance with Maryland Rules 595 and Second Circuit Rule 12.

  
JUDGE

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

LYNN T. KRAUSE, ESQUIRE  
Assignee of Mortgage for  
Purposes of Foreclosure,

Plaintiff

v.

THE RIDDLEBERGER CONSTRUCTION COMPANY  
and  
PAUL L. RIDDLEBERGER

Defendants

Chancery #7456

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE		
Sale Price, as reported	\$ 85,000.00	
Interest on \$ 77,500.00 @ 18%		
from 11/14/83 to 01/20/84		
67 days @ \$38.22 per day	2,560.74	
Real property taxes \$ 286.42		
from 07/01 to 11/14/83		
137 days @ \$ 0.7952	<u>108.94-</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION		\$ 87,451.80
COMMISSIONS, claimed by Fiduciary	\$ 535.90	
ATTORNEY FEE, claimed by Fiduciary	75.00	
EXPENSES OF SALE		
Court costs	\$ 187.50	
Advertising		
Notice of sale	210.00	
Report of sale	63.00	
Bond premium	80.00	
Auctioneer's fee	200.00	
Certified mail	<u>4.27</u>	
	744.77	
AUDITOR'S FEE AND COSTS		
Fee for audit	\$ 45.00	
Postage & copies	<u>1.20</u>	
	46.20	<u>1,401.87-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION		\$ 86,049.93
INDEBTEDNESS DUE UNDER MORTGAGE		
Principal, per Statement of Debt	\$ 143,690.00-	
Interest to 09/23/83, per Statement	25,581.86-	
Late charges, per Statement	1,196.48-	
Interest on principal @ 18%		
09/24/83 to 01/13/84		
112 days @ \$71.85	<u>8,047.20-</u>	
		\$178,515.54-
AVAILABLE FOR DISTRIBUTION, as above		<u>86,049.93</u>
DEFICIT		\$ 92,465.61-

ALBERT S. CLARK  
 CLERK



NOTICE

The attached Account was filed on February 29, 1984. 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

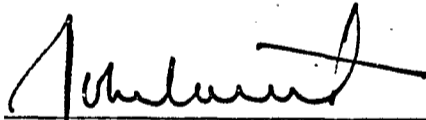
I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Chancery Cause #7456. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it 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 February 29, 1984, 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:

Lynn T. Krause, Esquire  
156 South Street  
Annapolis, Maryland 21401

The Riddleberger Construction Company  
1404 Crane Highway South  
Suite 100  
Glen Burnie, Maryland 21061

Paul L. Riddleberger  
1404 Crane Highway South  
Suite 100  
Glen Burnie, Maryland 21061



John W. Sause, Jr.  
Auditor

NISI RATIFICATION OF AUDIT

February

ORDERED this 29th day of ~~MAY~~, 1984, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 16th day of March, 1984, 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.

Margaret St. Martin Clerk

Filed: February 29, 1984

LYNN T. KRAUSE, Assignee

vs.

THE RIDDLEBERGER CONSTRUCTION CO.,  
and PAUL L. RIDDLEBERGER

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7456  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 16th day of March, 19 84,

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

*Margaret St. Parker* Clerk

Filed March 16, 1984

CHARLES E. SMITH, ASSIGNEE	*	IN THE CIRCUIT COURT
P.O. Box 147		
Grasonville, MD 21638	*	FOR
Plaintiff	*	QUEEN ANNE'S COUNTY
Vs.	*	IN EQUITY
WILLIAM H. DUTY	*	CHANCERY NO. <u>7354</u>
Harbor View		
Chester, MD 21619	*	
Defendant	*	

\* \* \*

ORDER TO DOCKET SUIT

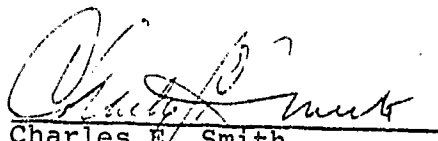
MRS. MARGUERITE W. MANKIN, CLERK:

APR 12-83 \* 27699 \*\*\*\*\*60 00  
 APR 12-83 A 927699 \*\*\*\*\*60 00

You will please docket suit as per the above titling for foreclosure of the two (2) mortgages from WILLIAM H. DUTY to QUEENSTOWN BANK OF MARYLAND, dated as to the First Mortgage August 5, 1982, and as to the Second Mortgage August 5, 1982. Said mortgages being filed among the Land Records of Queen Anne's County as follows:

- First mortgage in Liber M.W.M. No. 187, folio 420
- Second mortgage in Liber M.W.M. No. 187, folio 423

The said mortgages having been assigned by Queenstown Bank of Maryland on April 5, 1983, 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.

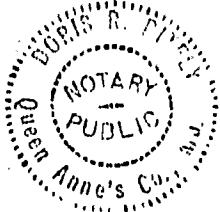
  
 Charles E. Smith  
 P.O. Box 147  
 Grasonville, MD 21638  
 Telephone: 301-827-7550

1983 APR 12 PM 2:26  
 QUEEN ANNE'S COUNTY

16 APR 1983

STATE OF MARYLAND  
QUEEN ANNE'S COUNTY

I HEREBY CERTIFY, That on this 5<sup>th</sup> day of April, 1983, 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 WILLIAM H. DUTY, the mortgagor referred to in the foregoing Order to Docket Suit, is not now, nor has he been within six (6) months prior hereto, in the military service of the United States of America, as defined by the Soldiers' and Sailors' Relief Act, and amendments thereto, and that this information is gotten from persons who know the mortgagor.



Doris R. Bittly  
NOTARY PUBLIC  
My Commission Expires: 7/01/86

CHARLES E. SMITH, ASSIGNEE \* IN THE CIRCUIT COURT  
 Plaintiff \* FOR  
 VS. \* QUEEN ANNE'S COUNTY  
 WILLIAM H. DUTY \* IN EQUITY  
 Defendant \* CHANCERY NO. 7354  
 \* \* \*

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of mortgage dated August 5, 1982, in the gross amount of \$58,000.00 by WILLIAM H. DUTY to Queenstown Bank of Maryland	\$57,945.81
With earned interest through April 5, 1983	3,403.91
Late Charges	<u>179.00</u>
TOTAL	\$61,528.72

Per diem interest rate: \$28.58

\* \* \*

Balance due on principal of mortgage dated August 5, 1982, in the amount of \$15,000.00 by WILLIAM H. DUTY to Queenstown Bank of Maryland	\$15,000.00
With earned interest through April 5, 1983	1,827.13
Late Charges	<u>2.00</u>
TOTAL	\$16,829.13

Per diem interest rate: \$7.40

TOTAL	<u>\$78,357.85</u>
-------	--------------------

STATE OF MARYLAND

QUEEN ANNE'S COUNTY to wit:

This is to certify that on this 5<sup>th</sup> day of April, 1983, 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 WILLIAM H. DUTY, under the above described mortgages, is true to the best of his knowledge information and belief, and there is no credit due thereon, except as shown, nor any security therefore except the said mortgages.



Doris R. Bitley  
 NOTARY PUBLIC  
 My Commission Expires: 7/01/86

RECORDED  
 CLERK OF COURT  
 1983 APR 12 PM 2:29  
 QUEEN ANNE'S COUNTY

15-415

DOCUMENT NO.

109,012

LIB 187 PAGE 420

18 400

1982 AUG -5 PM 1:07

AUG -5-82 \* 27022 \*\*\*\*230.10  
AUG -5-82 A #27022 \*\*\*\*215.60  
AUG -5-82 A #27021K \*\*\*\*\*50  
AUG -5-82 A #27020 \*\*\*\*\*11.00

THIS PARTIAL PURCHASE MONEY MORTGAGE, made this 5th day of August, 1982, by and between WILLIAM H. DUTY, party of the first part, hereinafter referred to as "Mortgagor"; and THE QUEENSTOWN BANK OF MARYLAND, a body corporate, party of the second part, hereinafter referred to as "Mortgagee".

WHEREAS, the Mortgagor is justly indebted unto said Mortgagee in the full sum of FIFTY-EIGHT THOUSAND DOLLARS (\$58,000.00), (being money loaned and advanced by said Mortgagee to said Mortgagor) for which said sum and the interest thereon the said Mortgagor has passed to said Mortgagee his promissory note bearing even date herewith, for said sum of FIFTY-EIGHT THOUSAND DOLLARS (\$58,000.00), payable with interest thereon, 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, it is hereby understood and agreed by and between the parties hereto that the Mortgagor shall have the right and privilege to pre-pay said mortgage indebtedness, in whole or in part, at any time during the existence thereof without penalty, premium or fee;

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

NOW, THEREFORE, THIS PARTIAL PURCHASE MONEY 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 those lots or part of lots 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, "Harbor View", by William D. Purdum, Registered Surveyor, dated August 6, 1952, and recorded among the Land Records of Queen Anne's County in Liber T. S. P. No. 6, folio 26, and in Plat Record Book T. S. P. No. 1, folio 12; said Lots being known and designated thereon as the Easterly thirty (30) feet of Lot No. 11, and the Westerly forty five (45) feet of Lot No. 12, Block B, of Harbor View; said lots front on Church Hill Lane for a distance of seventy five (75) feet.

BRING the same lots or part of lots of land which were granted and conveyed unto WILLIAM H. DUTY, the Mortgagor herein, by WILLIAM H. DUTY and BETTY SUE DUTY, by deed of conveyance bearing even date herewith and recorded immediately preceding these presents among the Land Record Books for Queen Anne's County, State of Maryland.

SHOULD the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, 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 Edward Turner and Patrick E. Thompson hereby duly constituted attorneys 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:

Pamela J. Pippin

William H. Duty (SEAL)  
William H. Duty

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

)  
to wit:  
)

On this the 5th day of August, 1982, before me, a Notary Public, the undersigned officer, personally appeared William H. Duty

known to me to be the person ~~(S)~~ whose name ~~(S)~~ is ~~and~~ subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained; and at the same time appeared Edward Turner, Agent 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, and 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 have hereunto set my hand and official seal.



Pamela J. Pippin  
Notary Public  
My commission expires: July 1, 1986



LIBER 195 224

No. 112,078 RECEIVED  
Re CLERK RECEIVED FOR RECORD

1983 APR 12 PM 4:08  
QUEEN ANNE'S COUNTY

APR 12-83 \* 27722 \*\*\*\*\*12 00  
APR 12-83 A 27722 \*\*\*\*\*12 00

# Assignment

OF MORTGAGE FROM William H. Duty

TO Queenstown Bank of Maryland AS RECORDED IN

LIBER MWM NO. 187 FOLIO 420

MAIL TO file in equity case # 7354

### ASSIGNMENT

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

WITNESS the hand of the said body corporate by Albert V. Stant its Executive Vice President, attested by and its Corporate seal affixed hereto and attested by its Cashier, this 12th day of April, 1983.

Patricia W. Covey  
Cashier

QUEENSTOWN BANK OF MARYLAND  
BY Albert V. Stant  
Executive Vice President

LIBER 195 469

DOCUMENT NO. 109,613

15 470

AUG -5-82 A #27025 \*\*\*\*\*66 00  
AUG -5-82 A #27024K \*\*\*\*\*50  
AUG -5-82 A #27023 \*\*\*\*\*11 00

THIS SECOND MORTGAGE, made this 5th day of August, 1982, by and between WILLIAM H. DUTY, party of the first part, hereinafter referred to as "Mortgagor"; and THE QUEENSTOWN BANK OF MARYLAND, a body corporate, party of the second part, hereinafter referred to as "Mortgagee".

WHEREAS, the Mortgagor is justly indebted unto said Mortgagee in the full sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00), (being money loaned and advanced by said Mortgagee to said Mortgagor) for which said sum and the interest thereon the said Mortgagor has passed to said Mortgagee his promissory note bearing even date herewith, for said sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00), payable with interest thereon, 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, it is hereby understood and agreed by and between the parties hereto that the Mortgagor shall have the right and privilege to prepay said mortgage indebtedness, in whole or in part, at any time during the existence thereof without penalty, premium or fee;

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

NOW, THEREFORE, THIS SECOND 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 those lots or part of lots 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, "Harbor View", by William D. Purdum, Registered Surveyor, dated August 6, 1952, and recorded among the Land Records of Queen Anne's County in Liber T. S. P. No. 6, folio 26, and in Plat Record Book T. S. P. No. 1, folio 12; said Lots being known and designated thereon as the Easterly thirty (30) feet of Lot No. 11, and the Westerly forty five (45) feet of Lot No. 12, Block B, of Harbor View; said lots front on Church Hill Lane for a distance of seventy five (75) feet.

BEING the same lots or part of lots of land which were granted and conveyed unto WILLIAM H. DUTY, the Mortgagor herein, by WILLIAM H. DUTY and BETTY SUE DUTY, by deed of conveyance bearing even date herewith and recorded or intended to be recorded immediately preceding these presents among the Land Record Books for Queen Anne's County, State of Maryland.

SHOULD the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, 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.

1982 AUG -5 PM 11:08  
QUEEN ANNE'S COUNTY

187 423

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 and Patrick E. Thompson hereby duly constituted attorneys 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:

Pamela J. Pippin

William H. Duty (SEAL)  
William H. Duty

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

)  
to wit:  
)

On this the 5th day of August, 1982, before me, a Notary Public, the undersigned officer, personally appeared William H. Duty

known to me to be the person ~~(X)~~ whose name ~~(X)~~ is ~~not~~ subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained; and at the same time appeared Edward Turner, Agent 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, and 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 have hereunto set my hand and official seal.



Pamela J. Pippin

Notary Public  
My commission expires: July 1, 1986

recorded MWM RE 5/15/83

No. <sup>70</sup> 112,047 RECEIVED  
Re. CLERK CH. RECEIVED FOR RECORD

1983 APR 12 PM 4:08  
QUEEN ANNE'S COUNTY

# Assignment

APR 12-83 \* 27721 \*\*\* \*\*17 00  
APR 12-83 A #27721 \*\*\*\*\*17 00

OF MORTGAGE FROM William H. Duty

TO Queenstown Bank of Maryland AS RECORDED IN

LIBER. MWM NO. 187 FOLIO 423

MAIL TO file in equity case # 7354

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 said body corporate by Albert V. Stant, its Executive Vice President, attested by and its Corporate seal affixed hereto and attested by its Cashier, this 5th day of April, 1983.

Leticia W. Conroy  
Cashier

QUEENSTOWN BANK OF MARYLAND  
BY Albert V. Stant  
Executive Vice President

LIBER 19 PAGE 413

LIBER 187 PAGE 425

AETNA CASUALTY & SURETY COMPANY  
HARTFORD, CONNECTICUT

\*\*\*\*\*

Bond No. 98 S 18979

IN THE CIRCUIT COURT FOR Queen Annes COUNTY, MARYLAND.

Charles E. Smith, Assignee  
Plaintiff

vs.

Equity No. 7354

William H. Duty  
Defendant

BOND

CERTIFIED COPY OF  
POWER OF ATTORNEY  
ATTACHED

KNOW ALL MEN BY THESE PRESENTS:

That we, Charles E. Smith, Assignee as Principal, and the AETNA CASUALTY AND SURETY COMPANY, HARTFORD, CONNECTICUT, a body corporate, duly incorporated under the laws of the State of Connecticut, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seventy-Eight Thousand and 00/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11 day of April in the year of our Lord One Thousand Nine Hundred and Eighty-Three.

Whereas, the above bounden Charles E. Smith, Assignee by virtue of the power contained in mortgages to Queenstown Bank of Maryland from William H. Duty bearing date the 5 day of August, 1982 and recorded among the mortgage records of Queen Annes County, Maryland in Liber No. 187 Folio 420 and 423

is about to sell the land premises described in said mortgages, 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 mortgages aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

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

Signed, sealed and delivered in the presence of:

Charles E. Smith (SEAL)  
Charles E. Smith, Assignee

Barbara Ann Smith

Witness:  
Debra S. Baynard

(SEAL)

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

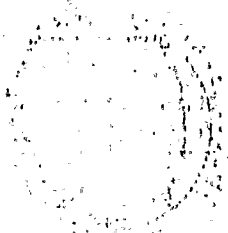
Surety Approved + Bond filed 4/12/83



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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from  
Liber MAM no. 3, Folio 318, 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 April, 1983.

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

CHARLES E. SMITH \* IN THE CIRCUIT COURT  
 ASSIGNEE \* FOR  
 VS. \* QUEEN ANNE'S COUNTY  
 WILLIAM H. DUTY \* IN EQUITY  
 MORTGAGOR \* CHANCERY NO. 7354  
 \* \* \*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Charles E. Smith, Assignee, of the mortgages from William H. Duty to Queenstown Bank of Maryland, (1) dated August 5, 1982, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 187, folio 420, (2) dated August 5, 1982, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 187, folio 423, in which mortgages 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 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 charger to become sole surety on bonds of this character, as surety in the full and just sum of Seventy Eight Thousand Dollars (\$78,000.00), 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 Record Observer, a newspaper published in said County at least once each week for (4) successive weeks, the first such publication being not less than twenty (20) days prior to sale, and the last such publication being not more than one (1) week prior to sale, and after having sent, not earlier than twenty (20) days and not later than five (5) days before the date of sale, by registered mail to the mortgagor, at his last known address, notice of the time, place and terms of sale, the said Charles E. Smith did attend, on the premises, Church Hill Lane, Harber View, Kent Island, Chester, Queen Anne's County, Maryland, at the hour of 10:00 a.m., Eastern Daylight Time, on May 6, 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 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 it being then and there the highest bidder therefor, at and for the sum of Fifty Thousand Dollars (\$50,000.00).

1983 MAY 13 PM 3:03  
 QUEEN ANNE'S COUNTY

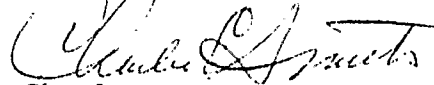


The purchaser is the holder of the First Mortgage being foreclosed and as such it is due the proceeds from the sale of said property. Therefore, the attorney is confident that it will comply with the terms of sale and no down payment or security has been required.

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 Thousand (\$50,000.00).

Respectfully submitted,

  
Charles E. Smith

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, that on this 6th day of May, 1983, 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 April 12, 1983, and that the status of the party mentioned in said Affidavit is the same as it was on the date of the filing of said Affidavit.



  
NOTARY PUBLIC

My Commission Expires: 7/01/86

CHARLES E. SMITH \* IN THE CIRCUIT COURT  
 ASSIGNEE \* FOR  
 VS. \* QUEEN ANNE'S COUNTY  
 WILLIAM H. DUTY \* IN EQUITY  
 DEFENDANT \* CHANCERY NO. 7354  
 \* \* \*

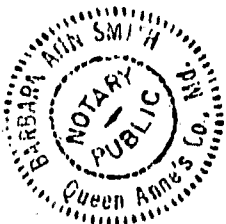
AFFIDAVIT OF PURCHASER

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, That on this 6th day of May, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared J. Thomas Rhodes, Jr., Agent for Queenstown Bank of 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 Agent \_\_\_\_\_ purchased all that parcel or tract of land, with the improvements thereon, described in the Advertisement of Sale in this cause for Queenstown Bank of Maryland and that no others are interested in said sale as principal or principals, and that he did not directly or indirectly discourage anyone from bidding on said property.

WITNESS MY HAND AND NOTARIAL SEAL.



Barbara Ann Smith  
NOTARY PUBLIC  
My Commission Expires: 7/01/86

FILED  
CLERK OF COURT  
1983 MAY 13 PM 3:09  
QUEEN ANNE'S COUNTY

Centreville, Md. 5/11 19 83

### We Herby Certify

That the annexed advertisement of  
Sale- William H. Duty  
was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 4 successive weeks before  
the 6th day of May 19 83.  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 13th day of  
April 19 83, and the last  
insertion on the 4th day of  
May 19 83.

Publishers, Record Observer

Per [Signature]

CLERK

1983 MAY 13 PM 3:09

QUEEN ANNE'S COUNTY

## Attorney's Sale

OF  
VALUABLE FEE SIMPLE  
REAL ESTATE

KENT ISLAND, Chester, Maryland

Under and by virtue of the power of sale contained in the mortgages from WILLIAM H. DUTY to the QUEENSTOWN BANK OF MARYLAND, (1) dated August 5, 1982, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 187, folio 420, and (2) dated August 5, 1982, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 187, folio 423, 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 Church Hill Lane, Harbor View, Kent Island, Queen Anne's County, State of Maryland, at the hour of 10:00 a.m., Eastern Daylight Time, on

**Friday, May 6, 1983**

the following real estate, to wit:

ALL those lots or part of lots 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, "Harbor View", by William D. Purdum, Registered Surveyor, dated August 6, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 6, folio 26, and in Plat Record Book T.S.P. No. 1, folio 12; said Lots being known and designated thereon as the easterly thirty (30) feet of Lot No. 11, and the westerly forty-five (45) feet of Lot No. 12, Block B, of Harbor View; said lots front on Church Hill Lane for a distance of seventy five (75) feet.

BEING all the same land granted and conveyed unto William H. Duty by deed from William H. Duty and Betty Sue Duty, dated August 5, 1982, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 187, Folio 418.

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  
Assignee

Telephone: 301-827-7550

Joseph Jackson, Jr.  
Auctioneer

RO-4 13-41-018

CERTIFICATE OF AUCTIONEER

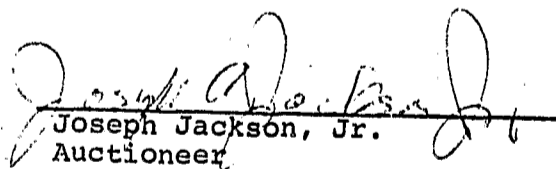
I HEREBY CERTIFY, That I did sell at Public Auction:

ALL those lots or part of lots 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, "Harbor View", by William D. Purdum, Registered Surveyor, dated August 6, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 6, folio 26, and in Plat Record Book T.S.P. No. 1, folio 12; said Lots being known and designated thereon as the easterly thirty (30) feet of Lot No. 11, and the westerly forty five (45) feet of Lot No. 12, Block B, of Harbor View; said lots front on Church Hill Lane for a distance of seventy five (75) feet.

BEING all the same land granted and conveyed unto William H. Duty by deed from William H. Duty and Betty Sue Duty, dated August 5, 1982, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 187, folio 418.

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 Church Hill Lane, Harbor View, Kent Island, Queen Anne's County, Maryland on Friday, May 6, 1983, beginning at the hour of 10:00 a.m. Eastern Daylight Time, unto J. Thomas Rhodes, Jr. Agent for the Queenstown Bank of Maryland for the sum of Fifty Thousand Dollars (\$50,000.00).

  
Joseph Jackson, Jr.  
Auctioneer

CLERK  
1983 MAY 13 PM 3:09  
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE

CHARLES E. SMITH, Assignee

vs.

WILLIAM H. DUTY

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

Cause No. 7354

ORDERED, this 13th day of May, 19 83, 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 16th day of June, 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 9th day of June, 19 83.

The report states the amount of sales to be \$ 50,000.00.

*Marguerite H. Mackin* Clerk

Filed May 13, 1983

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
WILLIAM H. DUTY	*	IN EQUITY
MORTGAGOR	*	CAUSE NO. 7354

\* \* \*

AFFIDAVIT

I HEREBY CERTIFY that in accordance with the requirements of Maryland Rule W74, (c); written notice of the time, place and terms of sale was mailed by certified mail to the last known address of the mortgagor, who is also the present record title holder to the property being foreclosed, there being no subordinate mortgage holder of said property.

*Charles E. Smith*  
 \_\_\_\_\_  
 Charles E. Smith, Assignee

Sworn and subscribed to before me this 11<sup>th</sup> day of August, 1983.



*Doris R. Bitley*  
 \_\_\_\_\_  
 NOTARY PUBLIC

My Commission Expires: 7/01/86

RECEIVED  
 CLERK OF COURT  
 1033 AUG 17 PM 2:55  
 QUEEN ANNE'S COUNTY

Contreville, Md. 6/8 19 83

CLERK OF THE COURT  
1983 AUG 25 PM 3: 16  
QUEEN ANNE'S COUNTY

**We Hereby Certify**

That the annexed advertisement of  
Order Nisi William H. Duty  
Cause No. 7354  
was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 9th day of June 19 83.  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 25th day of  
May 19 83, and the last  
insertion on the 8th day of  
June 19 83.

Publishers, Record Observer

Per Walter M. Moore

**ORDER NISI  
ON SALE  
CHARLES E. SMITH,  
Assignee  
vs.  
WILLIAM H. DUTY  
In the Circuit Court  
for  
Queen Anne's County  
In Equity  
Cause No. 7354**

ORDERED, this 13th day  
of May, 1983, 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  
16th day of June, 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 9th day of June,  
1983.

The report states the  
amount of sales to be  
\$50,000.00

Marguerite W. Menkin  
Clerk

True Copy, Test:  
Marguerite W. Menkin  
Clerk

By: Betty M. Comegys  
Deputy Clerk

Filed May 13, 1983

RO-6-25-31-081

18 481

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
WILLIAM H. DUTY	*	IN EQUITY
MORTGAGOR	*	CAUSE NO. 7354
	* * *	

FINAL ORDER OF RATIFICATION OF SALE

IT IS ORDERED, by the Circuit Court for Queen Anne's County, In Equity, this 26<sup>th</sup> day of August, 1983, 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.

Clayton C. Carter  
JUDGE

1983 AUG 29 AM 10:41  
QUEEN ANNE'S COUNTY



IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CHARLES E. SMITH, Assignee :  
 v. : Chancery #7354  
 WILLIAM H. DUTY :  
 Defendant :  
 : : : : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported			\$ 50,000.00
Interest (see Note A)			
COMMISSIONS, payable to Fiduciary	\$ 2,650.00		
ATTORNEY FEE, per Mortgage	500.00		
EXPENSES OF SALE			
Court costs	\$ 157.50		
Advertising			
Notice(s) of sale	234.08		
Report of sale	50.82		
Bond premium	312.00		
Auctioneer's fee	125.00		
Certified mail	1.55	880.95	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 45.00		
Postage & copies	.80	45.80	4,076.75-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 45,923.25
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal per Statement of Debt	\$ 57,945.81-		
Interest to 04/05/83, per Statement	3,403.91-		
Late charges, per Statement	179.00-		
Interest on principal at 18%			
04/06/83 to 05/06/83 31 days @ \$ 28.58	885.98-		\$ 62,414.70-
NET CREDIT FROM CREDITOR/PURCHASER			
on 05/06/83 (See Note A)			45,923.25
BALANCE OWED BY DEBTORS after credit			\$ 16,491.45-
INTEREST 05/07/83 to 07/05/83			
60 days @ \$ 8.13			487.80-
DEFICIT			\$ 16,979.25-

Note A: Net amount used by Creditor to discharge responsibilities as sale purchaser for deposit and pre-settlement interest credited as of date of sale in accordance with Weismiller v. Bush, 56 Md.App. 593, and the Report filed in Chancery #7107, which is incorporated by reference in this Audit.

Note B: Debt and interest not computed on Second Mortgage of August 5, 1982.

Note C: Unclaimed Certified envelope #P228142852 filed herewith.

NOTICE

The attached Account was filed on May 22, 1984. 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.

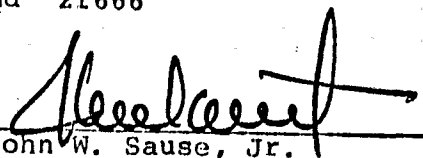
CERTIFICATE OF AUDITOR

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 #7354. 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 May 22, 1984, 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:

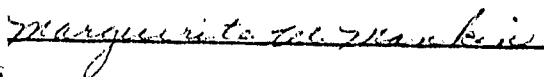
Charles E. Smith, Esquire  
Post Office Box 147  
Grasonville, Maryland 21638

William H. Duty  
c/o Wendy Morrow  
Box 21-4 Bay City  
Stevensville, Maryland 21666

  
John W. Sause, Jr.  
Auditor

NISI RATIFICATION OF AUDIT

ORDERED this 22<sup>nd</sup> day of May, 1984, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 6<sup>th</sup> day of June, 1984, 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 22, 1984

4-CHECK

NO. 1669

HOLD

NOTICE 4-29

NOTICE 5-4

TURN 5-14

dfm  
1948  
10

Law Offices  
Charles E. Smith, P. A.

P. O. Box 147

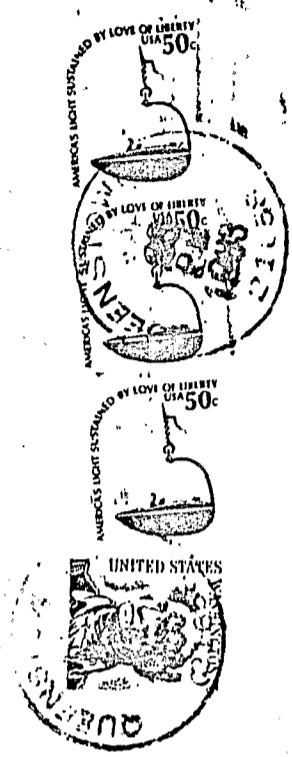
Main Street

Grasonville, Maryland 21638



REASON RECEIPT DOCUMENT IN FILE 0782-10

PROCESSED  
P 228 142 852  
SERIALIZED



8

Mr. William H. Duty  
C/o Wendy Morrow  
Box 21-4, Bay City  
Stevensville, MD 21666

APR 22 1948

CHARLES E. SMITH, Assignee

vs.

WILLIAM H. DUTY

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

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

No. 7354

FINAL RATIFICATION OF AUDIT

ORDERED this 8th day of June, 1984,

by the Court that the account of the Auditor is finally ratified and confirmed, and Charles E. Smith, Assignee/~~Trustee~~, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Margaret H. Martin Clerk

Filed June 8, 1984

CHARLES E. SMITH  
Assignee  
Grasonville, MD 21638

Vs.

KURT F. ROSER  
and  
KAREN S. ROSER  
Queenstown, MD 21658

Mortgagors


\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* NO. 7073

ORDER TO DOCKET SUIT

Mrs. Marguerite W. Mankin, Clerk:

MAR-2-82 \* 21251 \*\*\*\*\*60.00  
MAR-2-82 A 921251 \*\*\*\*\*60.00

You will please docket suit as per the above titling for foreclosure of the mortgage from KURT F. ROSER and KAREN S. ROSER to QUEENSTOWN BANK OF MARYLAND, dated July 8, 1981, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. No. 176, folio 728, which has been assigned to the undersigned attorney for the purpose of exercising the power of sale contained in said mortgage. Default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest on said mortgage; and you will file in said suit the original of said mortgage as well as the accompanying military affidavit and statement of indebtedness.


  
Charles E. Smith  
Assignee  
P.O. Box 147  
Grasonville, MD 21638  
Telephone: 301-827-7550

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

I HEREBY CERTIFY That on this 1st day of MARCH, 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 Kurt F. Roser and Karen S. Roser are not now, nor have they been within six (6) months prior hereto, in the military service of the United State of America, as defined by the Soldiers' and Sailors' Relief Act, and amendments thereto.



  
NOTARY PUBLIC  
My Commission Expires: 7/01/82

THIS MORTGAGE, made this 8th day of July, 1981, by and between KURT F. ROSER and KAREN S. ROSER, 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 FIFTY THOUSAND DOLLARS (\$50,000.00), (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 FIFTY THOUSAND DOLLARS (\$50,000.00), 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:

PARCEL ONE

ALL that lot or parcel of ground, situate, lying and being near Queenstown, in the Fifth Election District of Queen Anne's County, State of Maryland, bounded on the north by Maryland Route 456, formerly Maryland Route 404, bounded on the south and east by other lands of the said Mortgagors and bounded on the west by lands of John T. Clark, III, and more particularly described as follows, to wit:

BEGINNING at a point along the southern boundary of said Maryland Route 456, which intersects the lands herein conveyed and other land of said Mortgagors and running thence South 39 degrees 09 minutes 20 seconds West, a distance of 202.10 feet, to a point along other lands of the said Mortgagors; thence with other lands of the said Mortgagors North 50 degrees 11 minutes 40 seconds West, a distance of 140.34 feet, to a point along lands of John T. Clark, III; thence North 36 degrees 00 minutes East, a distance of 210.00 feet, to a point along the right of way line of said Maryland Route 456; thence with said Maryland Route 456 South 46 degrees 43 minutes 20 seconds East, a distance of 135.00 feet to the place of beginning.

PARCEL TWO

ALL that lot or parcel of land situate, lying and being near Queenstown in the Fifth Election District of Queen Anne's County, State of Maryland, bounded on the north by Maryland Route 456 (formerly Maryland Route 404 and/or U.S. Route 50) from Queenstown to wye hills, bounded on the south by U.S. Route 50 from Chesapeake Bay Bridge to Barton, and bounded on the east and west by the lands of Fred H. Roser, et. ux., and more particularly described by metes and bounds, courses and distances, according to a plat and survey thereof by J.R. McCrone, Jr., Inc., registered surveyors, dated May, 1963, recorded among the Land Records of Queen Anne's County, as follows, to wit:

BEGINNING for the said at a point on the northerly side of U.S. Route 50, said point of curve of said road and being opposite Station 17 & 63.33 as shown on State Road Plats 8314-8316; and running, thence, by and with said road along the arc of a curve the radius of which is 5804.58 feet and the chord of which is North 66 degrees 24 minutes West 62.00 feet to a new division line

the three following courses and distances: (1) North 36 degrees 00 minutes East 108.82 feet, (2) South 50 degrees 11 minutes 40 seconds East 140.34 feet, and (3) North 39 degrees 09 minutes 20 seconds East 202.10 feet to the southwesterly side of Maryland Route 456 (20 feet from the centerline of pave); thence by and with the southwesterly side of said road, South 46 degrees 43 minutes 20 seconds East 144.58 feet to the westerly side of Parcel 1 as described in a mortgage from Fred H. Roser, et. ux., to Queenstown Bank of Maryland and recorded in the Land Record Books of Queen Anne's County, Liber T.S.P. No. 61, folio 291; thence by and with said Parcel 1 the three following courses and distances: (1) South 23 degrees 54 minutes 20 seconds West 89.67 feet, (2) North 66 degrees 05 minutes 40 seconds West 65.00 feet, and (3) South 23 degrees 54 minutes 20 seconds West 65.00 feet to the northerly side of Parcel 2 as described in the aforementioned mortgage; thence, by and with said Parcel 2, North 66 degrees 05 minutes 40 seconds West 12.00 feet and South 23 degrees 54 minutes 20 seconds West 60.00 feet to the northerly side of the aforementioned U.S. Route 50; thence, by and with said U.S. Route 50, North 66 degrees 05 minutes 40 seconds West 208.33 feet to the place of beginning. Containing in all 1.043 acres of land, more or less.

SUBJECT to a State Road Easement as shown on State Road Plats 8314-8316.

BOTH PARCELS being the same land granted and conveyed unto the Mortgagors herein by deed from John T. Clark, III, dated September 13, 1971 and recorded in Liber C.W.C. No. 58, folio 160 of the Land Records of Queen Anne's County.

#### PARCEL THREE

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, and being more particularly described by metes and bounds, courses and distances, in accordance with a survey made by Russell R. Klages & Associates, Professional Land Surveyor, dated July, 1979 and recorded among the Land Records of said Queen Anne's County in Liber M.W.M. No. 157, folio 190, as follows, to wit:

BEGINNING for the same at a point on the Southwest side of Maryland Route #456 and at the beginning of 6th or South 23° 54' 20" West, 89.67' line of Parcel #2 of the deed dated September 13, 1971, to Kurt F. Roser and Karen S. Roser, as recorded in the Land Records of Queen Anne's County in Liber C.W.C. No. 58, folio 160, thence binding on said 6th line and continuing to bind on the 7th, 8th, 9th and 10th line of said deed (CWC 58/160) the following courses and distances: (1) 6th South 23° 54' 20" West, 89.67 feet; (2) 7th North 66° 05' 40" West, 65.00 feet; (3) 8th South 23° 54' 20" West, 65.00 feet; (4) 9th North 66° 05' 40" West, 12.00 feet; (5) 10th South 23° 54' 20" West, 60.00 feet to the North side of U.S. Route 50; thence binding on the said North side of Route 50; (6) South 66° 05' 40" East, 300.0 feet to a point at the intersection of the aforementioned Maryland Route #456 the following two (2) courses and distances: (7) 1) North 23° 54' 20" East, 136.13 feet; (8) 2) North 46° 43' 20" West, 236.43 feet to the place of beginning; containing 1.011 acre of land, more or less.

BEING the same land granted and conveyed unto the Mortgagors herein by deed from Gertrude E. Roser, dated September 27, 1979 and recorded in Liber M.W.M. No. 157, folio 188 of the Land Records of Queen Anne's County.

PARCEL THREE BEING SUBJECT to a mortgage from Kurt F. Roser and Karen S. Roser, his wife, to The Centreville National Bank of Maryland, dated January 9, 1981 and recorded in Liber M.W.M. No. 171, folio 494 of the Land Records of Queen Anne's County.

It is stipulated and warranted by the Mortgagors that the loan hereby secured is a commercial loan within the meaning of Title 12 of the Commercial Law Article of the Annotated Code of General Public Laws of Maryland.

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.

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 here- in 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 per- form 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 assess- ments, 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

18 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 ade- quacy 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 ac- quired 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 \$350.00 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 assur- ances as may be requisite.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, execu- tors, 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:

.....  
Kurt F. Roser

..... (SEAL)  
Kurt F. Roser

.....  
Karen S. Roser, his wife

..... (SEAL)  
Karen S. Roser, his wife

1981 JUL -9 AM 9:34

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

On this the 8<sup>th</sup> day of July, 1981, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Kurt F. Roser and Karen S. Roser, 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 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 over and dis- bursed 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



DOCUMENT NO. 108,287

No. \_\_\_\_\_  
Re. \_\_\_\_\_ RECEIVED FOR RECORD \_\_\_\_\_

# Assignment

HAR -2-82 \* 21250 \*\*\*\*\*5.00  
HAR -2-82 A 21250 \*\*\*\*\*5.00

OF MORTGAGE FROM KURT F. ROSER & KAREN S. ROSER, HIS WIFE  
TO QUEENSTOWN BANK OF MARYLAND AS RECORDED IN

LIBER. MWM NO. 176 FOLIO 728

MAIL TO Place in Equity #7073

### ASSIGNMENT

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

Witness the hand of the said body corporate by Albert V. Stant, its Executive Vice President, attested by and its Corporate seal affixed hereto and attested by its Cashier, this day of March, 1982.

Patricia W. Cooney  
Cashier

QUEENSTOWN BANK OF MARYLAND  
BY Albert V. Stant  
Executive Vice President



*Recorded  
MWM 133 pg. 151*

CHARLES E. SMITH  
Assignee  
Grasonville, MD 21638

Vs.

KURT F. ROSER  
and  
KAREN S. ROSER  
Queenstown, MD 21658

Mortgagors

\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* NO. 7073  
\*  
\* \* \*

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of mortgage dated July 8, 1981, in the gross amount of \$50,000.00 from Kurt F. Roser and Karen S. Roser to Queenstown Bank of Maryland	\$49,863.45
Unpaid Interest to February 25, 1982	4,895.22
Late Charges	<u>225.20</u>
	\$54,983.87

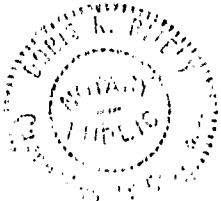
Interest will continue to accrue at the rate of \$24.59 per day after February 25, 1982.

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

to wit:

This is to certify that on this 67 day of MARCH, 1982, 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 Kurt F. Roser and Karen S. Roser 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.



Noris R. Bitley  
NOTARY PUBLIC

My Commission Expires: 7/01/82

3 MAR 224

AETNA INSURANCE COMPANY  
HARTFORD, CONNECTICUT

\*\*\*\*\*

Bond No. 191517

IN THE CIRCUIT COURT FOR Queen Annes COUNTY, MARYLAND.

Charles E. Smith, Assignee,  
Plaintiff

vs.

Equity No. 7073

Kurt F. Roser, Karen S. Roser,  
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-Five Thousand--(55,000)-----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 24th day of February 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 Robert O. Sanders & Larry T. Hollaway to The Queenstown Bk of MD bearing date the 8th day of July, 1981 and recorded among the mortgage records of Queen Annes County in Liber No. MWM-176 Folio 728 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 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)

Mavis B. Bately

(SEAL)

Witness:

[Signature]

AETNA INSURANCE COMPANY  
BY [Signature]  
Attorney-in-Fact

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED


LIBER

16 PAGE 496

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

IN TESTIMONY WHEREOF, I hereunto subscribe  
my name and affix the Seal of the Circuit  
Court for Queen Anne's County, this 2nd  
day of March, 1982.

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

March 16, 1982

Copy 7073

Mr. and Mrs. Kurt F. Roser  
Hickory Ridge  
Queenstown, MD 21658

Dear Mr. Roser:

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 Route 50, Queenstown, Maryland, on Friday, March 26, 1982, 11:30 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

RECEIVED  
CLERK, CIRCUIT COURT  
1982 APR -6 AM 11:35  
QUEEN ANNE'S COUNTY

No. 818117

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

PS Form 3811, Jan 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

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

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

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:  
 M/M Kurt F. Roser  
 Hickory Ridge  
 Queenstown, MD 21658

3. ARTICLE DESCRIPTION:  
 REGISTERED NO. CERTIFIED NO. INSURED NO.  
 818117

(Always obtain signature of addressee or agent)

I have received the article described above.  
 SIGNATURE Addressee Authorized agent  
*Kurt F. Roser*

DATE OF DELIVERY POSTMARK  
 3/22/82

6. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS

☆GPO : 1979-300-460

TO: M/M Kurt F. Roser  
 HICKORY RIDGE  
 QUEENSTOWN, MD 21658

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 OF DELIVERY WITH RESTRICTED DELIVERY  
 SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY

TOTAL POSTAGE AND FEES \$155

POSTMARK: QUEENSTOWN, MD. APR 6 1982

PS Form 3800, Apr. 1976

16 APR 497

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CHARLES E. SMITH, Assignee

Law No. \_\_\_\_\_

Equity No. 7073

vs.

KURT F. ROSER, et al.

NOTIFICATION TO PARTIES OF CONTEMPLATED DISMISSAL

No proceedings of record in the above-styled action having been taken within a period of ~~eighteen months~~ <sup>one year</sup>, the counsel of record are hereby notified, as provided by Maryland Rule 530, that an Order of Dismissal for lack of prosecution and Assessment of Costs will be entered against the Plaintiff after the expiration of thirty (30) days from the date of service (Md. Rule 306 c 3) of said Notice unless prior to the expiration of said thirty days a motion for suspension is filed pursuant to section c of Maryland Rule 530.

Copy of Notice mailed to:

Charles E. Smith, Esquire  
P. O. Box 147  
Grasonville, MD 21638

1111

by regular mail, postage prepaid, this 28th day of April, 1983.  
pursuant to Rule 306.

Margaret A. Mankin  
Clerk

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
KURT F. ROSER	*	IN EQUITY
and	*	CHANCERY NO. 7073
KAREN S. ROSER	*	
Mortgagors	*	

\* \* \*

MOTION FOR SUSPENSION OF DISMISSAL

CHARLES E. SMITH, Assignee, moves for a suspension of Rule 530 (c) relating to Dismissal of Proceedings for the following reasons:

A. This action is an Equity proceeding brought for Foreclosure of a Mortgage.

B. That subsequent to filing foreclosure proceedings the mortgagors filed a bankruptcy proceeding in the United States Bankruptcy Court, Baltimore, Maryland.

C. That the Movant was prohibited from taking any further action against the mortgagors until the Automatic Stay of the Bankruptcy Court was lifted.

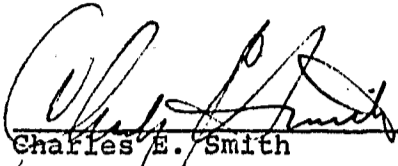
D. That the Automatic Stay was lifted by Order dated March 7, 1983. A copy of said Order is attached hereto as Exhibit A.

E. The Movant readvertised the property of the mortgagors for sale and sold the same at public sale on April 29, 1983.

F. The only remaining matters to be completed is the filing of the Report of Sale, which has been submitted to the Clerk of this Court, and the filing of the necessary and requisite papers thereafter, all of which will be timely filed.

RECEIVED  
CLERK, COURT  
1983 MAY - 4  
QUEEN ANNE'S COUNTY  
MAY 9 11

WHEREFORE, Movant requests that the operation of Rule 530 (c) be suspended in accordance with the provisions of Rule 530 (e) so that the Movant may complete the foreclosure proceedings.

  
Charles E. Smith

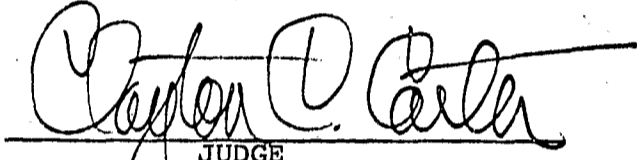
POINTS AND AUTHORITIES

Maryland Rules of Procedure 530 (e).

ORDER

The Motion for Suspension of Dismissal having been read and considered, it is this 4th day of May, 1983,

ORDERED That Rule 530 (c) is suspended and the Movant is allowed to file his Report of Sale and complete the foreclosure proceedings.

  
JUDGE

RECEIVED  
CLERK OF COURT  
1983 MAY -4 PM 1:01  
QUEEN ANNE'S COUNTY



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND

IN RE:

KURT FREDERICK ROSER  
KAREN SEWARD ROSER

Bankruptcy No. 82-2-0531

Debtors

THE QUEENSTOWN BANK OF MARYLAND,  
a body corporate of the State of  
Maryland

Plaintiff

vs.

KURT FREDERICK ROSER  
KAREN SEWARD ROSER

Defendants

Adversary No. 82-1845B

ORDER LIFTING AUTOMATIC STAY

Upon consideration of the Complaint for Relief from Automatic Stay filed by the Queenstown Bank of Maryland, the Court noting that the Debtors have consented to relief from the stay, it is this 7th day of March, 1983, by the United States Bankruptcy Court for the District of Maryland.

ORDERED that the Automatic Stay be and hereby is lifted with respect to the Queenstown Bank.

Walter S. Baitch  
Judge

copies sent: Paul F. Newhouse  
Mark Devan

EXHIBIT "A" 10-501

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
VS.	*	QUEEN ANNE'S COUNTY
KURT F. ROSER	*	IN EQUITY
and	*	CHANCERY NO. 7073
KAREN S. ROSER	*	
Mortgagors	*	

\* \* \*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Charles E. Smith, Assignee of the mortgage from KURT F. ROSER and KAREN S. ROSER, his wife, to Queenstown Bank of Maryland, dated July 8, 1981, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 176, folio 729, 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 mortgage was assigned to Charles E. Smith who 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 Fifty Five Thousand Dollars (\$55,000.00) 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 Route 456 and Route 50, Fifth Election District, Queen Anne's County, Maryland, at the hour of 11:30 a.m., Eastern Daylight Time, on April 29, 1983, and after having the auctioneer cry the sale for a considerable length of time,

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1983 MAY -2 PM 3:47  
QUEEN ANNE'S COUNTY~~

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CLERK, CIRCUIT COURT  
1983 MAY -4 PM 11:01  
QUEEN ANNE'S COUNTY

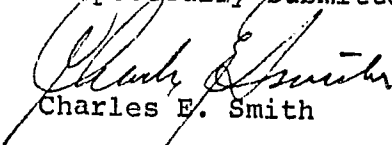
and after reading the advertisement of sale, did sell all that lot, parcel or tract of land, together with the improvements thereon situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, and more particularly described in the above mentioned mortgage, and Advertisement of Sale, as Parcels No. 1 and 2, unto Earl W. Seward, he being then and there the highest bidder therefor, at and for the sum of Eighty Seven Thousand Dollars (\$87,000.00).

The purchaser has made a deposit of Fifteen Thousand Dollars (\$15,000.00) 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 Eighty Seven Thousand Dollars (\$87,000.00).

Respectfully submitted,

  
Charles E. Smith

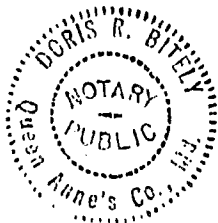
STATE OF MARYLAND


QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, That on this 29th day of April, 1983, 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 March 2, 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

Assignee

Vs.

KURT F. ROSER

and

KAREN S. ROSER

MORTGAGORS

\*

\*

\*

\*

\*

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CHANCERY NO. 7673

\* \* \* \* \*

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

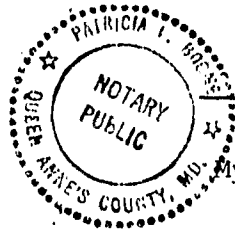
I HEREBY CERTIFY, That on this 29th day of April, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Earl W. Seward

purchaser at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that he

purchased all that parcel or tract of land, with the improvements thereon, described in the Advertisement of Sale in this cause as parcel one and parcel two, for himself

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.



Patricia L. Leone NOTARY PUBLIC

My Commission Expires: 7/01/86

RECEIVED CLERK, CIRCUIT COURT 1983 MAY -4 PM 1:02 QUEEN ANNE'S COUNTY

CERTIFICATE OF AUCTIONEER

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

PARCEL ONE

ALL that lot or parcel of ground, situate, lying and being near Queenstown, in the Fifth Election District of Queen Anne's County, State of Maryland, bounded on the North by Maryland Route 456, formerly Maryland Route 404, bounded on the South and East by other lands of the said Kurt F. Roser and Karen S. Roser and bounded on the West by lands of John T. Clark, III, and more particularly described as follows, to wit:

BEGINNING at a point along the southern boundary of said Maryland Route 456, which intersects the lands herein conveyed and other land of said Kurt F. Roser and Karen S. Roser and running thence South 39 degrees 09 minutes 20 seconds West, a distance of 202.10 feet, to a point along other lands of the said Kurt F. Roser and Karen S. Roser; thence with other lands of the said Kurt F. Roser and Karen S. Roser North 50 degrees 11 minutes 40 seconds West, a distance of 140.34 feet, to a point along lands of John T. Clark, III; thence, North 36 degrees 00 minutes East, a distance of 210.00 feet, to a point along the right of way line of said Maryland Route 456; thence with said Maryland Route 456 South 46 degrees 43 minutes 20 seconds East, a distance of 135.00 feet to the place of beginning.

PARCEL TWO

ALL that lot or parcel of land situate, lying and being near Queenstown in the Fifth Election District of Queen Anne's County, State of Maryland, bounded on the North by Maryland Route 456 (formerly Maryland Route 404 and/or U.S. Route 50) from Queenstown to Wye Mills, bounded on the South by U.S. Route 50 from Chesapeake Bay Bridge to Easton, and bounded on the East and West by the lands of Fred H. Roser, et. ux., and more particularly described by metes and bounds, courses and distances, according to a plat and survey thereof by J.R. McCrone, Jr., Inc., registered surveyors, dated May, 1963, recorded among the Land Records of Queen Anne's County, as follows, to wit:

BEGINNING for the said at a point on the northerly side of U.S. Route 50, said point of curve of said road and being opposite Station 17 & 63.33 as shown on State Road Plats 8314-8316; and running, thence, by and with said road along the arc of a curve the radius of which is 5804.58 feet and the chord of which is North 66 degrees 24 minutes West 62.00 feet to a new division line the three following courses and distances: (1) North 36 degrees 00 minutes East 108.82 feet, (2) South 50 degrees 11 minutes 40 seconds East 140.34 feet, and (3) North 39 degrees 09 minutes 20 seconds East 202.10 feet to the southwesterly side of Maryland Route 456 (20 feet from the centerline of pavement); thence by and with the southwesterly side of said road, South 46 degrees 43 minutes 20 seconds East 144.58 feet to the westerly side

CLERK  
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QUEEN ANNE'S COUNTY

16 505

of Parcel 1 as described in a mortgage from Fred H. Roser, et ux., to Queenstown Bank of Maryland and recorded in the Land Record Books of Queen Anne's County, Liber T.S.P. No. 61, folio 291; thence by and with said Parcel 1 the three following courses and distances: (1) South 23 degrees 54 minutes 20 seconds West 89.67 feet, (2) North 66 degrees 05 minutes 40 seconds West 65.00 feet, and (3) South 23 degrees 54 minutes 20 seconds West 65.00 feet to the northerly side of Parcel 2 as described in the aforementioned mortgage; thence, by and with said Parcel 2, North 66 degrees 05 minutes 40 seconds West 12.00 feet and South 23 degrees 54 minutes 20 seconds West 60.00 feet to the northerly side of the aforementioned U.S. Route 50; thence, by and with said U.S. Route 50, North 66 degrees 05 minutes 40 seconds West 208.33 feet to the place of beginning. Containing in all 1.043 acres of land, more or less.

SUBJECT to a State Road Easement as shown on State Road Plats 8314-8316.

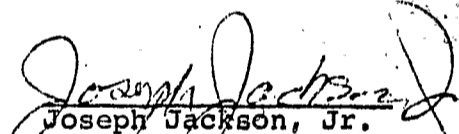
BOTH PARCELS being the same land granted and conveyed unto said Kurt F. Roser and Karen S. Roser herein by deed from John T. Clark III, dated September 13, 1971, and recorded in Liber C.W.C. No. 58, folio 160 of the Land Records of Queen Anne's County.

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

On the property located on Route 50, Queenstown, Queen Anne's County, Maryland, on Friday, April 29, 1983, beginning at the hour of 11:30 a.m. Eastern Daylight Savings Time, unto Earl W. Seward

for the sum of Eighty Seven

Thousand Dollars (\$87,000.00)

  
Joseph Jackson, Jr.  
Auctioneer

Centreville, Md. 4/27 19 83

### We Hereby Certify

That the annexed advertisement of  
 Sale - Kurt F. Roser & Karen S. Roser  
 was published in the RECORD  
 OBSERVER, a newspaper published  
 in Queen Anne's County, Maryland, once  
 in each of 3 successive weeks before  
 the 29th day of April 1983.  
 And that the first insertion of said ad-  
 vertisement in the said RECORD  
 OBSERVER was on the 13th day of  
April 1983, and the last  
 insertion on the 27th day of  
April 1983.

Publishers, Record Observer  
 Per [Signature]  
 CLERK

1983 MAY -4 PM 1:02  
 QUEEN ANNE'S COUNTY

#### VALUABLE FEE SIMPLE REAL ESTATE IN QUEENSTOWN, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from KURT F. ROSER and KAREN S. ROSER to QUEENSTOWN BANK OF MARYLAND, dated July 8, 1981, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 176, folio 728, 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, will offer at public auction on the premises located on Route 50, Queenstown, Queen Anne's County, State of Maryland, at the hour of 11:30 a.m., Eastern Standard Time on

**Fri., April 29, 1983**

the following real estate, to wit:

##### PARCEL ONE

ALL that lot or parcel of ground, situate, lying and being near Queenstown, in the Fifth Election District of Queen Anne's County, State of Maryland, bounded on the north by Maryland Route 456, formerly Maryland Route 404, bounded on the south end east by other lands of the said Mortgagors and bounded on the west by lands of John T. Clerk, III, and more particularly described as follows, to wit:

BEGINNING at a point along the southerly boundary of said Maryland Route 456, which intersects the lands herein conveyed end other land of said Mortgagors end running thence South 39 degrees 09 minutes 20 seconds West, a distance of 202.10 feet, to a point along other lands of the said Mortgagors; thence with other lands of the said Mortgagors North 50 degrees 11 minutes 40 seconds West, a distance of 140.34 feet, to a point along lands of John T. Clark, III; thence North 36 degrees 00 minutes East, a distance of 210.00 feet, to a point along the right of way line of said Maryland Route 456; thence with said Maryland Route 456 South 46 degrees 43 minutes 20 seconds East; a distance of 135.00 feet to the place of beginning.

##### PARCEL TWO

ALL that lot or parcel of land situate, lying and being near Queenstown in the Fifth Election District of Queen Anne's County, State of Maryland, bounded on the north by Maryland Route 456 (formerly Maryland Route 404 and/or U.S. Route 50) from Queenstown to Wye Mills, bounded on the south by U.S. Route 50 from Chesapeake Bay Bridge to Easton, and bounded on the east end west by the lands of Fred H. Roser, et. ux., and more particularly described by metes and bounds, courses and distances, according to a plat end survey thereof by J. R. McCrone, Jr., Inc., registered surveyor, dated May, 1963, recorded among the Land Records of Queen Anne's County, as follows, to wit:

BEGINNING for the said et a point on the northerly side of U.S. Route 50, said point of curve of said road and being opposita Station 17 & 63.33 as shown on State Road Plats 8314-8316; end running, thence, by and with said road along the arc of a curve the radius of which is 5804.68 feet end the chord of which is North 66 degrees 24 minutes West 62.00 feet to a new division line the three following courses and distances: (1) North 36 degrees 00 minutes East 108.82 feet, (2) South 50 degrees 11 minutes 40 seconds East 140.34 feet, end (3) North 39 degrees 09 minutes 20 seconds East 202.10 feet to the southwesterly side of Maryland Route 456 (20 feet from the centerline of pave); thence by and with the southwesterly side of said road, South 46 degrees 43 minutes 20 seconds East 144.58 feet to the westerly side of Parcel 1 as described in a mortgage from Fred H. Roser, et. ux., to Queenstown Bank of Maryland and recorded in the Land Record Books of Queen Anne's County, Liber T.S.P. No. 61, folio 291; thence and by with said Parcel 1 the three following courses and distances: (1) South 23 degrees 54 minutes 20 seconds West 89.67 feet, (2) North 66 degrees 05 minutes 40 seconds West 65.00 feet, and (3) South 23 degrees 54 minutes 20 seconds West 65.00 feet to the northerly side of Parcel 2 as described in the aforementioned mortgage; thence, by and with said Parcel 2, North 66 degrees 05 minutes 40 seconds West 12.00 feet and South 23 degrees 54 minutes 20 seconds West 60.00 feet to the northerly side of the aforementioned U.S. Route 50; thence, by and with said U.S. Route 50, North 66 degrees 05 minutes 40 seconds West 208.33 feet to the place of beginning. Containing in all 1.043 acres of land, more or less.

SUBJECT to a State Road Easement as shown on State Road Plats 8314-8316.

BOTH PARCELS being the same land granted end conveyed unto the

Mortgages herein by deed from John F. Clark, III, dated September 13, 1971 and recorded in Liber C.W.C. No. 58, folio 160 of the Land Records of Queen Anne's County

**PARCEL THREE**

ALL that lot or parcel of land, situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland, and being more particularly described by metes and bounds, courses and distances, in accordance with a survey made by Russell R. Klages & Associates, Professional Land Surveyor, dated July, 1979 and recorded among the Land Records of said Queen Anne's County in Liber N.W.M. No. 157, folio 190, as follows, to wit:

BEGINNING for the same at a point on the Southwest side of Maryland Route #456 and at the beginning of 6th or South 23 degrees 54' 20" West, 89.67 line of Parcel #2 of the deed dated September 13, 1971, to Kurt F. Roser and Karen S. Roser, as recorded in the Land Records of Queen Anne's County in Liber C.W.C. No. 58, folio 160, thence binding on said 6th line and continuing to bind on the 7th, 8th, 9th and 10th line of said deed (CWC 58/160) the following courses and distances: (1) 6th South 23 degrees 54' 20" West, 89.67 feet; (2) 7th North 66 degrees 05' 40" West, 65.00 feet; (3) 8th South 23 degrees 54' 20" West, 65.00 feet; (4) 9th North 66 degrees 05' 40" West, 12.00 feet; (5) 10th South 23 degrees 54' 20" West, 60.00 feet to the North side of U.S. Route 50; thence binding on the said North side of Route 50; (6) South 68 degrees 05' 40" East, 300.0 feet to a point at the intersection of the aforesaid mentioned Maryland Route #456 the following two (2) courses and distances: (7) 1) North 23 degrees 54' 20" East, 136.13 feet; (8) 2) North 46 degrees 43' 20" West, 236.43 feet to the place of beginning; containing 1.011 acre of land, more or less.

BEING the same land granted and conveyed unto the Mortgages herein by deed from Gertrude E. Roser, dated September 27, 1979 and recorded in Liber M.W.M. No. 157, folio 188 of the Land Records of Queen Anne's County.

IMPROVEMENTS: One story commercial automobile showroom, offices, and repair garage.

Parcel No. 1 and Parcel No. 2 will be offered for sale as an entirety and will be offered for sale prior to the sale of Parcel No. 3.

NOTE: Parcel No. 3 will be sold subject to a first mortgage of Centreville National Bank of Maryland, the amount of which will be announced at the time of sale.

TERMS OF SALE: The Purchaser(s) shall be required to deposit the sum of Fifteen Thousand Dollars (\$15,000.00) 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

RO-4-13-31-035



ORDER NISI ON SALE

CHARLES E. SMITH, Assignee

vs.

KURT F. ROSER and  
KAREN S. ROSER

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

Cause No. 7073

ORDERED, this 4th day of May, 1983, 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 7th day of June, 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 31st day of May, 1983.

The report states the amount of sales to be \$ 87,000.00.

*Margaret H. Menden* Clerk

Filed May 4, 1983

Centreville, Md. 5/25 19 83

**We Hereby Certify**

That the annexed advertisement of  
Order Nisi - Kurt F. Roser  
 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 [Signature] [Signature]  
 RECEIVED  
 CLERK CIRCUIT COURT

1983 JUN 16 AM 10:01  
 QUEEN ANNE'S COUNTY

**ORDER NISI  
 ON SALE  
 CHARLES E. SMITH,  
 Assignee  
 vs.  
 KURT F. ROSER and  
 KAREN S. ROSER  
 In the Circuit Court  
 for  
 Queen Anne's County  
 In Equity  
 Cause No. 7073**

ORDERED, this 4th day  
 of May, 1983, that the sale  
 of the real property, made  
 and reported in this cause  
 by Charles E. Smith,  
 Assignee, be retified and  
 confirmed, on or after the  
 7th day of June, 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 31st day of  
 May, 1983.

The report states the  
 amount of sales to be  
 \$87,000.00

Marguerite W. Mankin  
 Clerk  
 True Copy, Test:  
 Marguerite W. Menkin  
 Clerk  
 By: Betty M. Comegys  
 Deputy Clerk  
 Filed May 4, 1983

CHARLES E. SMITH

ASSIGNEE

Vs.

KURT F. ROSER and  
KAREN S. ROSER

\*

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\* \* \*

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY

CAUSE NO. 7073

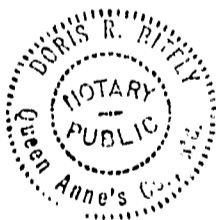
AFFIDAVIT

I HEREBY CERTIFY that in accordance with the requirements of Maryland Rule W74, (c), 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.



Charles E. Smith, Assignee

Sworn and subscribed to before me this 15<sup>th</sup> day of June, 1983.



Doris R. Rife  
NOTARY PUBLIC

My Commission Expires: 7/01/86

RECORDED  
CLERK, CIRCUIT COURT  
1983 JUN 17 AM 9:28  
QUEEN ANNE'S COUNTY

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE	*	FOR
Vs.	*	QUEEN ANNE'S COUNTY
KURT F. ROSER and	*	IN EQUITY
KAREN S. ROSER	*	CAUSE NO. 7073
	* * *	

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 June, 1983, 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, Attorney Named in Mortgage, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

*Raymond L. Carter*  
 \_\_\_\_\_  
 JUDGE

CLERK OF COURT  
 1983 JUN 17 PM 1:37  
 QUEEN ANNE'S COUNTY

CHARLES E. SMITH, ASSIGNEE : IN THE CIRCUIT COURT  
 Plaintiff :  
 VS. : FOR QUEEN ANNE'S COUNTY, MD.  
 KURT F. ROSER and :  
 KAREN S. ROSER :  
 Defendants : CHANCERY NO. 7073

PETITION FOR SURPLUS PROCEEDS

Now comes Denton Production Credit Association, by George C. Nier and Nier, Jarrell & Hubbard, its attorneys, and filed this Petition for Surplus Proceeds pursuant to Maryland Rule W75 (a), and for cause thereof says:

1. That on or about September 16, 1982, judgment by confession was entered against Kurt F. Roser and Karen S. Roser, as will more fully appear by reference to Law No. 4383 in the Circuit Court for Queen Anne's County; and that said confession of judgment was for the sum of \$155,040.86 with interest from date, plus attorneys fees of \$17,256.13 and cost of suit, and that the entire principal sum, interest, attorneys fees and costs still remain unpaid.
2. That attorney for Petitioner was advised by Charles E. Smith, Assignee, that approximately \$13,000.00 in surplus proceeds will be available after the payment of the Mortgage foreclosed by these proceedings and the foreclosure expenses.
3. That your Petitioner avers that it is entitled to the aforesaid surplus proceeds on account of its judgment lien against the subject property; and that it will obtain an Order from the United States Bankruptcy Court directing that payment of the surplus proceeds be made to your Petitioner.

NIER, JARRELL  
 & HUBBARD  
 ATTORNEYS-AT-LAW  
 DENTON, MARYLAND  
 21020  
 TELEPHONE 470-2112

1982 SEP 13 11:06  
 QUEEN ANNE'S COUNTY

1982 10 05 13

WHEREFORE, your Petitioner prays that this Honorable Court order the surplus proceeds be paid to your Petitioner in partial satisfaction of its judgment lien upon receipt of the Order of the United States Bankruptcy Court, and for such other and further relief as its cause may require.



George C. Nier  
 NIER, JARRELL & HUBBARD  
 P. O. Box 130  
 Denton, Maryland 21629  
 Telephone: (301) 479-2112  
 Attorneys for Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the within and foregoing Petition For Surplus Proceeds was mailed postpaid to Charles E. Smith, Assignee, at P. O. Box 147, Grasonville, Maryland 21638, this 9th day of September, 1983, and to Mark S. Devan, Attorney for the Debtors-in-Possession, at 614 Bosley Avenue, Towson, Maryland 21204, this 9th day of September, 1983.



George C. Nier  
 Attorney for Petitioner

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

CHARLES E. SMITH, ASSIGNEE	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
KURT R. ROSER and	*	QUEEN ANNE'S COUNTY
KAREN S. ROSER	*	Chancery No. 7073
Defendants		

\*\*\*\*\*

ANSWER TO PETITION FOR SURPLUS PROCEEDS

Kurt F. Roser and Karen S. Roser, Defendants by their attorney, Mark S. Devan, in answer to the Petition of Denton Production Credit Association states:

1. The Defendants are Debtors in Bankruptcy in the United States Bankruptcy Court for the District of Maryland, case # 82-2-0531.

2. The Defendants will file a Complaint in the Bankruptcy Court to Set Aside the Judgment of Denton Production Credit Association to the extent it impairs the exemptions of the Defendants as provided in Section 522 of the Bankruptcy Code.

3. The Debtors have claimed \$12,5000 in exemptions in said property which amount should be paid to the Defendants prior to any distribution to the Petitioner.

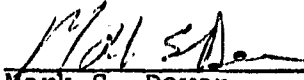
WHEREFORE, the Defendants request this Honorable Court deny the Petition to the extent of \$12,500 which is payable to the Defendants and for such other and further relief as is just.

1988 SEP 19 AM 10:01  
QUEEN ANNE'S COUNTY

*Mark S. Devan*  
Mark S. Devan  
614 Bosley Avenue  
Towson, Maryland 21204  
828-9441  
Attorney for Defendants

10-20-515

I HEREBY CERTIFY that on this *16<sup>th</sup>* day of *September*, 1983, a copy of the foregoing Answer to Petition for Surplus Proceeds was mailed to George C. Nier, Esquire, Nier, Jarrell and Hubbard, P.O. Box Box 130, Denton, Maryland 21629, attorney for Plaintiff.

  
Mark S. Devan



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND

FEB 27 4 25 PM '84  
U.S. DISTRICT COURT  
BALTIMORE, MD.

IN RE: \*  
KURT FREDERICK ROSER \*  
and \* Case No. 82-2-0531  
KAREN SEWARD ROSER, his wife \*  
Debtors \*

\*\*\*\*\*

STIPULATION AND CONSENT ORDER

The Denton Production Credit Association, a creditor secured by a judgment lien against property of the estate, by Michael J. Schwarz and Schwarz and Greenblatt, its attorneys, and Kurt Frederick Roser and Karen Seward Roser, the debtors, by Mark S. Devan, their attorney, and Earl F. Leitess, trustee, stipulate those matters and facts herein set forth and consent to the entry of the attached order.

Preliminary Statement

During the course of administration of this proceeding under Chapter 11 of the Bankruptcy Code, orders were entered by this Court authorizing the foreclosure of a mortgage held by the Centreville Bank and authorizing the foreclosure of a mortgage held by the Queenstown Bank against property of the estate. The foreclosure proceedings were then filed in the Circuit Court for Queen Anne's County by those creditors. The foreclosure by the Centreville Bank resulted in a surplus,

FILED  
MAR 12 1984

UNITED STATES DISTRICT COURT  
BALTIMORE, MARYLAND

16 517

after payment of the claim of the Centreville Bank and after payment of the costs and expenses of the foreclosure proceeding, of \$17,265.63, which surplus was delivered by the foreclosure trustee to counsel for the debtors. The foreclosure by the Queenstown Bank resulted in a surplus of approximately \$13,000.00, after payment of the claim of the Queenstown Bank and after payment of the costs and expenses of the foreclosure proceeding, which surplus is being held by Charles E. Smith, Esquire, the foreclosure trustee. The Denton Production Credit Association entered judgment by confession against the debtors in the Circuit Court for Queen Anne's County in the amount of \$115,040.86 on September 16, 1981, as the result of which it asserts a claim against the surplus proceeds aforesaid. This proceeding has been converted to administration under Chapter 7 of the Bankruptcy Code and questions have arisen concerning the proper disposition of the surplus funds and the exemptions available to the debtors. The parties hereto have entered into this stipulation to resolve such questions.

Stipulation

• Now therefore, the parties hereto agree as follows:

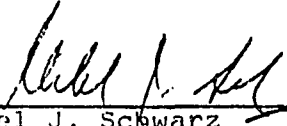
1. Mark S. Devan, attorney for the debtors, holding the surplus fund of \$17,265.63, shall pay over to the Denton Production Credit Association \$7,265.63 of that fund, and

shall pay over to the debtors, for and on account of their allowable exemptions, the sum of \$10,000.00 of that fund.


2. Charles E. Smith is authorized to pay over to the Denton Production Credit Association the entire surplus fund in his hands, arising out of the foreclosure of the Queenstown Bank.

3. The Denton Production Credit Association shall be deemed to have waived any and all right that it may have to object to the exemptions elected by the debtors.

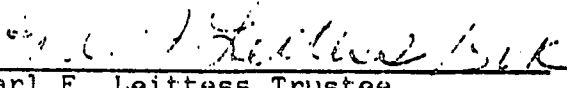
*SO ORDERED, this 12th  
day of March, 1984  
James J. Schneider,  
Judge*

  
Michael J. Schwarz  
Attorney for Denton Production  
Credit Association

Schwarz and Greenblatt  
1300 Equitable Bank Center  
100 South Charles Street  
Baltimore, Maryland 21201  
(301) 539-1812

  
Mark S. Devan  
Attorney for the Debtors

Covahey and Boozer  
614 Bosley Avenue  
Towson, Maryland 21204  
(301) 828-9441

  
Earl F. Leittess, Trustee

Weinberg and Green  
100 South Charles Street  
Baltimore, Maryland 21201  
(301) 332-8600

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CHARLES E. SMITH,	:	
Assignee	:	
v.	:	Chancery #7073
KURT F. ROSER and	:	
KAREN S. ROSER	:	
Mortgagors	:	

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		\$ 87,000.00	
Interest on \$ 72,000.00 @ 10%			
from 04/29/83 to 06/24/83			
56 days @ \$19.726 per day		1,104.66	
Real property taxes			
as allowed at settlement		<u>29.04</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 88,133.70
COMMISSIONS, payable to Fiduciary	\$ 4,500.00		
ATTORNEY FEE, per Mortgage	350.00		
EXPENSES OF SALE			
Court costs	\$ 162.50		
Advertising			
Notice(s) of sale	859.32		
Report of sale	65.45		
Bond premium	220.00		
Auctioneer's fee	200.00		
Real property taxes paid	1,743.88		
Costs of bankruptcy proceeding	103.00		
Certified mail	<u>1.55</u>	3,355.70	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 45.00		
Postage & copies	<u>1.60</u>	<u>46.60</u>	<u>8,252.30-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 79,881.40
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal, per Statement of Debt	\$ 49,863.45-		
Interest to 02/25/82, per Statement	4,895.22-		
Late charges, per Statement	225.20-		
Interest on principal @ 18%			
02/26/82 to 02/25/83	8,975.42-		
02/26/83 to 06/28/83			
123 days at \$24.59	<u>3,024.57-</u>		\$66,983.86-
AVAILABLE FOR DISTRIBUTION, as above			<u>79,881.40</u>
SURPLUS to Denton Production Credit Association			
per Stipulation filed			\$ 12,897.54

Note A: Under the terms of the Mortgage, attorney fees attributable to a bankruptcy proceeding are not allowable without special Order. See also, Second Circuit Rule BR8 c; Griffin v. Dale, 109 Md. 697, 700.

Note B: The copy of the Stipulation and Order of March 12, 1984, in the bankruptcy matter are accepted in lieu of affidavit and proof of the claim of Denton Production Association.

NOTICE

The attached Account was filed on May 28, 1984. 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 #7073. 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.

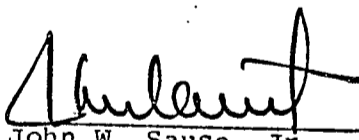
I further certify that on May 28, 1984, copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 595 g and Second Circuit Rule 12 d were mailed to the following:

Charles E. Smith, Esquire  
Post Office Box 147  
Grasonville, Maryland 21638

George C. Nier, Esquire  
Post Office Box 130  
Denton, Maryland 21629

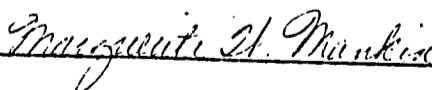
Mark S. Devan, Esquire  
Attorney for Kurt F. Roser and  
Karen S. Roser  
614 Bosley Avenue  
Towson, Maryland 21204

Edward F. Leittess, Trustee  
Weinberg and Green  
100 South Charles Street  
Baltimore, Maryland 21201

  
John W. Sause, Jr.  
Auditor

NISI RATIFICATION OF AUDIT

ORDERED this 28th day of May, 1984, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 13th day of June, 1984, 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 28, 1984

CHARLES E. SMITH, Assignee

vs.

KURT F. ROSER, AND  
KAREN S. ROSER

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7073  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 13th day of June, 1984,

by the Court that the account of the Auditor is finally ratified and confirmed, and Charles E. Smith, Assignee/~~Trustee~~, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Margaret H. Mankin Clerk

Filed June 13, 1984

CHARLES E. SMITH, ASSIGNEE	*	IN THE CIRCUIT COURT
and ATTORNEY NAMED IN	*	
MORTGAGE	*	FOR
Grasonville, MD 21638	*	QUEEN ANNE'S COUNTY
Plaintiff	*	IN EQUITY
VS.	*	CHANCERY NO. <u>7327</u>
HARRY J. KAISER	*	
and	*	
JEAN L. KAISER, his wife	*	
Defendants	*	
	* * *	

ORDER TO DOCKET SUIT

Mrs. Marguerite W. Mankin, Clerk:

You will please docket suit as per the above titling for foreclosure of the following two mortgages: A first mortgage from Herman R. Thompson and Kathryn Theresa Thompson, his wife, to Queenstown Bank of Maryland, dated August 9, 1979, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 153, folio 277, which said mortgage obligations was assumed by Harry J. Kaiser and Jean L. Kaiser, his wife, by Assumption Agreement dated August 31, 1982, and recorded among the aforesaid Land Records in Liber M.W.M. No. 190, folio 199. A second mortgage from Harry J. Kaiser and Jean L. Kaiser, his wife, to Queenstown Bank of Maryland, dated August 31, 1982, and recorded among the aforesaid Land Records in Liber M.W.M. No. 189, folio 113.

The said first mortgage having been assigned by Queenstown Bank of Maryland on February 24, 1983, to Charles E. Smith for collection by foreclosure and Charles E. Smith being the Attorney named in the second mortgage with authority to sell the premises in the event of default; default having occurred in the terms thereof by reason of the nonpayment

when due of the principal and interest of the notes secured by said mortgages; and you will file in said suit the original of said mortgages and the accompanying military affidavit and statement of indebtedness.

*Charles L. Smith*

Charles L. Smith  
P.O. Box 147  
Grasonville, MD 21638  
Telephone: 827-7550

RECEIVED  
CLERK, CIRCUIT COURT

1983 MAR -1 PM 3:50

STATE OF MARYLAND  
QUEEN ANNE'S COUNTY

MAR-1-83 \* 25880 \*\*\*\*\*60 00  
MAR-1-83 A 25880 \*\*\*\*\*60 00

QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, That on this 28<sup>th</sup> day of Febraury, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charles E. Smith, Assignee and Attorney named in Mortgage, and made oath in due form of law that Harry J. Kaiser and Jean L. Kaiser, 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.



*Ernie R. Bitely*  
NOTARY PUBLIC  
My Commission Expires: 7/01/86



CHARLES E. SMITH, ASSIGNEE \* IN THE CIRCUIT COURT  
 and ATTORNEY NAMED IN \*  
 MORTGAGE \* FOR  
 Plaintiff \* QUEEN ANNE'S COUNTY  
 Vs. \* IN EQUITY  
 HARRY J. KAISER \* CHANCERY NO. 7327  
 and \*  
 JEAN L. KAISER, his wife \*  
 Defendants \*

\* \* \*

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of  
 first mortgage dated August 9,  
 1979, in the gross amount of \$85,000.00  
 from Herman R. Thompson and Kathryn  
 Theresa Thompson to Queenstown Bank  
 of Maryland assumed by Harry J. Kaiser  
 and Jean L. Kaiser on August 31, 1982 \$72,111.16  
 With earned interest through February 28, 1983 2,798.36  
 Late Charges 123.78  
 TOTAL \$75,033.30

Per diem interest rate: \$23.71

Balance due on principal of second  
 mortgage dated August 31, 1982, in  
 the gross amount of \$11,500.00 from  
 Harry J. Kaiser and Jean L. Kaiser to  
 Queenstown Bank of Maryland \$11,471.86  
 With earned interest through February 28, 1983 593.67  
 Late Charges 29.01  
 TOTAL \$12,094.54

Per diem interest rate: \$5.02

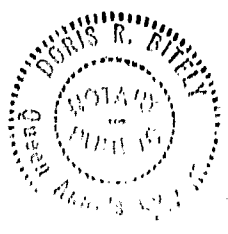
STATE OF MARYLAND

QUEEN ANNE'S COUNTY

to wit:

THIS is to certify that on the 28th day of  
 February, 1983, before the subscriber, a Notary Public of  
 the State and County aforesaid, personally appeared Charles E.  
 Smith, Assignee and Attorney named in mortgage, and made oath  
 in due form of law that the foregoing statement of mortgage  
 indebtedness due by HARRY L. KAISER and JEAN L. KAISER, 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 therefor except the said mortgages.



Doris R. Bitaly  
NOTARY PUBLIC  
My Commission Expires: 7/01/86

DOCUMENT NO. 99,046

PURCHASE MONEY

This Mortgage, made this 9th day of August, 1979, by and between

HERMAN R. THOMPSON and KATHRYN THERESA THOMPSON, his wife, of Queen Anne's County, State of Maryland, parties of the first part, hereinafter referred to as "MORTGAGORS"; and THE QUEENSTOWN BANK OF MARYLAND, a body corporate, party of the second part, hereinafter referred to as "MORTGAGEE";

WHEREAS, the Mortgagors are justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of EIGHTY FIVE THOUSAND DOLLARS (\$85,000.00) payable, with interest thereon from the date hereof, in accordance with the terms of said promissory note, at the designated office of the holder, in the manner following:

The aforesaid indebtedness shall be payable ON DEMAND. Until such time as demand therefor be made, said Mortgagors shall have the right to prepay all or any part of the aforesaid principal indebtedness, at any time, without premium or penalty; provided, however, that all prepayments of principal shall be accompanied by the payment of all interest accruing to the date of such prepayment.

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 Mortgagors do hereby grant, convey and assign unto the Mortgagee, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the North side of Maryland Route #313, and more particularly described by metes and bounds, courses and distances, according to a plat of a survey thereof made by J. R. McCrone, Jr., Inc., dated July, 1958, and recorded among the Land Records of Queen Anne's County in Liber T. S. P. No. 50, folio 371.

BEGINNING at an iron axle set on the Northerly side of Maryland Route #313 and running thence by and with the Northerly side of said State Road, South 89 degrees 53 minutes West 78 feet to an iron pipe and a division line between the herein described lands and Parcel No. 2 in a deed recorded in Liber C. W. C. No. 123, folio 181, thence, by and with said division line the two following courses and distances: (1) North 04 degrees 06 minutes East 72 feet to an iron post; and (2) North 79 degrees 48 minutes East 70.53 feet to an iron pipe and the Westerly side of a private road; thence, by and with the Westerly side of said private road; South 02 degrees 20 minutes East 84.22 feet to the point of beginning, CONTAINING in all 0.145 Acres of land, more or less.

BEING the same lot or parcel of land which was granted and conveyed unto the said Herman R. Thompson and Kathryn Theresa Thompson, his wife, by Blanche A. Anderson, 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.

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 the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall at the option of the Mortgagee immediately become due and owing as herein provided.

CLERK.

1979 AUG -9 PM 3:27

QUEEN ANNE'S COUNTY

AUG -9-79 \* 21709 \*\*\*\*172.35  
AUG -9-79 A #21709 \*\*\*\*163.35  
AUG -9-79 A #21708 \*\*\*\*\*9.00

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

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

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

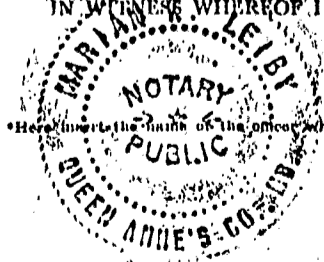
*Herman R. Thompson*  
.....  
*Kathryn Theresa Thompson*  
.....

*Herman R. Thompson*.....(SEAL)  
Herman R. Thompson  
.....(SEAL)  
*Kathryn Theresa Thompson*.....(SEAL)  
Kathryn Theresa Thompson  
.....(SEAL)

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

On this the 9th day of August, 1979, before me, Marian K. Leiby, a Notary Public, the undersigned officer, personally appeared HERMAN R. THOMPSON and KATHRYN THERESA THOMPSON, 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 ALBERT V. STANT, Executive Vice 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, and that the amount of the aforesaid loan has been paid over and disbursed to \* (and that he is a duly authorized agent of the within named Mortgagee to make this affidavit.)  
IN WITNESS WHEREOF I hereunto set my hand and official seal.



*Marian K. Leiby*  
Marian K. Leiby Notary Public  
My commission expires July 1, 1982.

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

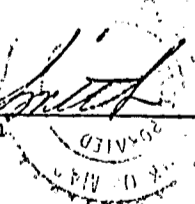
We hereby assign the within and foregoing mortgage unto Charles E. Smith, Attorney, for the purpose of collection by foreclosure or otherwise.

Witness the hand of the said body corporate by Leonard E. Smith, its Vice President, attested by and its Corporate seal affixed hereto and attested by its Cashier, this 24th day of February, 1983.

QUEENSTOWN BANK OF MARYLAND

Patricia W. Covy  
Cashier

BY Leonard E. Smith  
Leonard E. Smith  
Vice President



THIS ASSUMPTION AGREEMENT MADE THIS 3/37 day of AUGUST, 1982, by and between HARRY J. KAISER and JEAN L. KAISER, his wife, of the first part, and QUEENSTOWN BANK OF MARYLAND, a Maryland Banking Corporation, of the second part;

WHEREAS HERMAN R. THOMPSON and KATHRYN THERESA THOMPSON, did make, execute, acknowledge and deliver a certain mortgage unto Queenstown Bank of Maryland dated August 9, 1979, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 153, folio 277, in the original sum of Eighty Five Thousand Dollars (\$85,000.00), encumbering certain real estate in the Seventh Election District of Queen Anne's County conveyed unto said Herman R. Thompson and Kathryn Theresa Thompson by deed from Blanche A. Anderson, dated August 9, 1979, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 153, folio 275, and

WHEREAS, BARBARA L. WHALEY and MARC E. WHALEY did purchase all of the right, title, and interest of Herman R. Thompson and Kathryn Theresa Thompson in and to the aforesaid lands and did assume all of the outstanding indebtedness due under said mortgage by agreement dated July 20, 1981, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 178, folio 127, and

WHEREAS, the said parties of the first part have purchased all of the said BARBARA L. WHALEY and MARC E. WHALEY'S right, title, and interest in said lands and have agreed to assume the payment of the aforesaid mortgage debt, and the interest to accrue thereon, and all other duties and obligations of the mortgagor therein stated, and to perform all Covenants and Conditions contained in said mortgage; and

WHEREAS, the party of the second part has agreed to the assumption of said mortgage by the parties of the first part.

NOW THEREFORE, THIS ASSUMPTION AGREEMENT WITNESSETH: that in consideration of the premises and the mutual interest and advantage to accrue to each of the parties hereto; it is understood, covenanted and agreed as follows, to wit:

1. That Queenstown Bank of Maryland does forever release and acquit Barbara L. Whaley and Marc E. Whaley, their heirs and personal representatives, of and from any and all obligations under the covenants, conditions, agreements and understandings set forth in said mortgage hereinabove referred to, accepting in their place and stead the obligation and assumption of Harry J. Kaiser and Jean L. Kaiser, his wife, to perform all covenants, conditions, agreements and understandings by, through or under the terms, conditions and provisions of the mortgage hereinabove referred to.

2. And the parties of the first part, HARRY J. KAISER and JEAN L. KAISER, his wife, do hereby formally agree, in writing, as evidenced by the execution and delivery of these presents, to assume the covenants, conditions, agreements and understandings of the aforesaid mortgage, and its successors and assigns, all monies due thereunder whether of principal or interest, or otherwise, and to fully perform all other covenants and agreements set forth and provided by the terms of the aforesaid mortgage as fully and completely as if they were the original maker and mortgagor therein. The balance due on said mortgage as of this date being Seventy Two Thousand Three Hundred Sixty Four Dollars (\$72,364.00).

AS WITNESS the hand and seal of the parties of the first part.

AS WITNESS the hand of Albert V. Stant, Executive Vice President of Queenstown Bank of Maryland, and its corporate seal hereto affixed.

WITNESS:

Harry J. Kaiser  
Harry J. Kaiser

Doris R. Bitely

Jean L. Kaiser  
Jean L. Kaiser

TEST:

QUEENSTOWN BANK OF MARYLAND

[Signature]

BY Albert V. Stant  
Executive Vice President

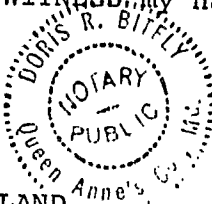
STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

to wit:

I HEREBY CERTIFY, that on this 31st day of August, 1982, before me, the subscriber, a Notary Public as aforesaid, personally appeared HARRY J. KAISER and JEAN L. KAISER, his wife, and they did acknowledge the foregoing instrument to be their act.

AS WITNESS, my hand and Notarial Seal.



Doris R. Bitely  
NOTARY PUBLIC  
My Commission Expires: 7/01/86

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

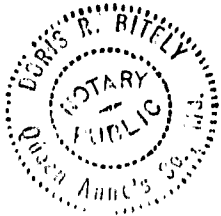
to wit:

On this 31st day of August, 1982, before me, a Notary Public, the undersigned officer, personally

1982 NOV 16 5:12

appeared ALBERT V. STANT who acknowledged himself to be the Executive Vice President of Queenstown Bank of Maryland, a Corporation, and that he as such officer being authorized so to do, executed the foregoing Assumption Agreement for the purposes therein contained, by signing the name of the corporation by himself as Executive Vice President.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.



Louis R. Bitley  
NOTARY PUBLIC  
My Commission Expires: 7/01/86

RECEIVED  
CLERK, CIRCUIT COURT  
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QUEEN ANNE'S COUNTY

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NOV -9-82 A #21273K \*\*\*\*\*50  
NOV -9-82 A #21272 \*\*\*\*\*15 00

LIBER 190 PAGE 201



PURCHASE MONEY

THIS MORTGAGE, made this 31st day of August, 1982, by and between HARRY J. KAISER and JEAN L. KAISER, his wife of Queen Anne's County, State of Maryland; Mortgagor, and QUEENSTOWN BANK OF MARYLAND, a Maryland Banking Corporation, Mortgagee;

WHEREAS, the Mortgagor is indebted unto the Mortgagee in the sum of Eleven Thousand Five Hundred Fifty Dollars (\$11,550.00) ----- for money this day loaned by the Mortgagee unto the Mortgagor evidenced by and payable with interest as provided in a note of even date herewith.

Said Mortgagor shall have the right to prepay all or any part of the aforesaid principal indebtedness at any time without premium or penalty; provided, however, that all prepayments of principal shall be accompanied by the payment of all interest accruing to the date of such prepayment, and

WHEREAS, it was a condition precedent to the making of said loan that the repayment thereof with interest should be secured by the execution of this mortgage.

NOW, THEREFORE, THIS 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 Mortgagors hereby grant and convey unto the Mortgagee, its successors and assigns, in fee simple, all of the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the North side of Maryland Route #313, and more particularly described by metes and bounds, courses and distances, according to a plat of a survey thereof made by J. R. McCrone, Jr., Inc., dated July, 1958, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 50, folio 371.

BEGINNING at an iron axle set on the northerly side of Maryland Route #313 and running thence by and with the northerly side of said State Road, South 89 degrees 53 minutes West 78 feet to an iron pipe and a division line between the herein described lands and Parcel No. 2, in a deed recorded in Liber C.W.C. No. 123, folio 181, thence, by and with said division line the two following courses and distances: (1) North 04 degrees 06 minutes East 72 feet to an iron post; and (2) North 79 degrees 48 minutes East 70.53 feet to an iron pipe and the westerly side of a private road; thence, by and with the westerly side of said private road; South 02 degrees 20 minutes East 84.22 feet to the point of beginning, containing in all 0.145 acres of land, more or less.

BEING all the same land conveyed unto the mortgagors herein by deed from Barbara L. Whaley and Marc E. Whaley and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

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

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of the Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the Mortgagors shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by the Mortgagors in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all the terms, covenants and conditions of this mortgage and the note secured hereby, including the payment of any late charges, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

THE MORTGAGORS JOINTLY AND SEVERALLY HEREBY COVENANT:

a. That they warrant specially the property hereby conveyed; that they are seized thereof in fee simple and have a right to convey the same; that they have done no act to encumber the same; that they will execute such further assurances thereof as may be requisite.

b. That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagors by voluntary or involuntary grant or assignment or in any other manner without the Mortgagee's written consent, or should they default on any note, bond, mortgage or deed of trust secured by or securing a prior lien upon the herein mortgaged property; or should the same be further encumbered by the Mortgagors, their or its successors, heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum at the option of the Mortgagee shall immediately become due and owing as herein provided.

c. That they will pay or cause to be paid when due the principal sum of the debt hereby secured, and any renewals or extensions hereof, together with all interest, thereon, and all other sums payable by and 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, flood, 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 liens, taxes, 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 to the passage of a decree for the sale of the property and (b) authorize the Mortgagee, its successors or assigns, or Charles E. Smith, its attorney, after 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 Five Hundred Dollars (\$500) 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 Mortgage 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 order 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 to apply to any other, nor shall it be effective unless in writing and signed by the Mortgagee.

10. The covenants, agreements, conditions and limitations of or imposed upon the Mortgagors shall be binding upon their respective heirs, personal representatives, successors and assigns.

11. Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

WITNESS the signatures and seals of the Mortgagors:

WITNESS:

\_\_\_\_\_

*Harry J. Kaiser* (SEAL)  
Harry J. Kaiser

\_\_\_\_\_

*Jean L. Kaiser* (SEAL)  
Jean L. Kaiser

-5-

189 117

LINER

16 PAGE 537

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

On this the 31st day of August, 1982,  
before me the undersigned officer, personally appeared  
HARRY J. KAISER and JEAN L. KAISER

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  
Charles E. Smith, Agent for the within named mortgagee

and made oath in due form of law that the consideration of  
said mortgage is true and bona fide as therein set forth;  
that the loan sum secured hereby has been paid over and  
disbursed by the party secured hereby unto the within named  
Mortgagors or the person responsible for the disbursement of  
funds in the closing transaction, or their respective Agent,  
at a time no later than the execution and delivery of this  
mortgage by the Mortgagors, and he further made oath that he  
is the Agent of the party secured by the foregoing mortgage  
and as such is duly authorized to make this Affidavit.

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

Louis R. Bately  
NOTARY PUBLIC  
My Commission Expires: 7/01/86

RECEIVED  
CLERK, CIRCUIT COURT  
1982 SEP 30 PM 2:02  
QUEEN ANNE'S COUNTY



SEP 30-82 \* 29512 \*\*\*\*\*27.50  
SEP 30-82 A #29512K\*\*\*\*\*50  
SEP 30-82 A #29511 \*\*\*\*\*27.00

AETNA CASUALTY & SURETY COMPANY  
HARTFORD, CONNECTICUT

\*\*\*\*\*

Bond No. 98S18883BCA

IN THE CIRCUIT COURT FOR Queen Annes COUNTY, MARYLAND.

Charles E. Smith, Assignee and Attorney named in mortgage

Plaintiff

vs.

Equity No. 7327

Harry J. Kaiser & Jean L. Kaiser

Defendant

CERTIFIED COPY OF  
POWER OF ATTORNEY  
ATTACHED

BOND

KNOW ALL MEN BY THESE PRESENTS:

Charles E. Smith, Assignee and Attorney named in mortgage

That we, Charles E. Smith, Assignee and Attorney named in mortgage as Principal, and the AETNA CASUALTY AND SURETY COMPANY, HARTFORD, CONNECTICUT, a body corporate, duly incorporated under the laws of the State of Connecticut, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eighty-Five Thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Scaled with our seals and dated this 28 day of February in the year of our Lord One Thousand Nine Hundred and Eighty-Three.

Charles E. Smith, Assignee and Attorney named in mortgage

Whereas, the above bounden Attorney named in mortgage

by virtue of the power contained in a mortgage from Herman R. Thompson & Kathryn Theresa Thompson of Maryland to Queenstown Bank

of August, 1979 and recorded among the mortgage records of Queen Annes County in Liber No. MWM190 Folio 199 and Assumed by and Charles E. Smith, Assignee and Attorney named in mortgage

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Charles E. Smith, Assignee & Attorney named in mortgage 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.

Charles E. Smith, Assignee and Attorney named in mortgage

In Testimony Whereof, the above bounden and 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, Assignee and Attorney named in mortgage (SEAL)

Chris B. Bitely (SEAL)

Witness:

Keeva B. Baynard  
Keeva B. Baynard

AETNA CASUALTY & SURETY COMPANY

By Matthew B. LaMotte, Attorney-in-Fact

\*Harry J. Kaiser & Jean L. Kaiser and a mortgage from Harry J. Kaiser and Jean L. Kaiser to Queenstown Bank of Maryland dated 8/31/82, recorded in 3-29 Lil o. MWM189, Folio 113

Surety approved

16

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 304, a Bond Record Book for Queen Anne's County,



IN TESTIMONY WHEREOF, I hereunto  
subscribe my name and affix the  
Seal of the Circuit Court for  
Queen Anne's County, this 17th  
day of March, 1983.

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



CHARLES E. SMITH	*	IN THE CIRCUIT COURT
Assignee and	*	FOR
Attorney Named in	*	QUEEN ANNE'S COUNTY
Mortgage	*	
VS.	*	IN EQUITY
HARRY J. KAISER	*	CHANCERY NO. <u>7327</u>
and	*	
JEAN L. KAISER, his wife	*	
Mortgagors	*	

\* \* \*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Charles E. Smith, Assignee, and Attorney Named in Mortgage, from Harry J. Kaiser and Jean L. Kaiser, his wife, to Queenstown Bank of Maryland, (1) dated August 9, 1979, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 153, folio 277, (2) dated August 31, 1982, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 189, folio 113, in which mortgages 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 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 charger to become sole surety on bonds of this character, as surety in the full and just sum of Eighty-Five Thousand Dollars (\$85,000.00), 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 Record Observer, a newspaper published in said County at least once each week for (4) successive weeks, the first such publication being not less than twenty (20) days prior to sale, and the last such publication being not more than one (1) week prior to sale, and after having sent, not earlier than twenty (20) days and not later than five (5) days before the date of sale, by registered mail to the mortgagors, at their last know address, notice of the time, place and terms of sale, the said Charles E. Smith did attend, on the premises, on the North side of Maryland Route 313, near Millington, Queen Anne's County, Maryland, at the hour of 10:00 a.m., Eastern Daylight Time, on May 13, 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 that lot, parcel or tract of land, together with the improvements thereon, situate, lying and being in the Seventh Election District of Queen Anne's County,

RECORDED  
CLERK. CIRCUIT

1983 MAY 27

QUEEN ANNE'S COUNTY

10 5541

State of Maryland, and more particularly described in the above-mentioned mortgages and Advertisement of Sale unto queenstown Bank of Maryland, it being then and there the highest bidder therefor, at and for the sum of Fifty Thousand Dollars (\$50,000.00).

The purchaser is the holder of the First Mortgage being foreclosed and as such it is due the proceeds from the sale of said property. Therefore, the 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 Thousand (\$50,000.00).

Respectfully submitted,

*Charles E. Smith*  
Charles E. Smith

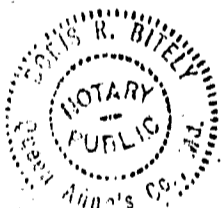
STATE OF MARYLAND

QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, that on this 13th day of May, 1983, before me, the subscriber, personally appeared Charles E. Smith, Assignee and 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 March 10, 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.



*Morris R. Bittely*  
NOTARY PUBLIC  
My Commission Expires: 7/01/86

CERTIFICATE OF AUCTIONEER

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

ALL that lot or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the North side of Maryland Route #313, and more particularly described by metes and bounds, courses and distances, according to a plat of a survey thereof made by J. R. McCrone, Jr., Inc., dated July, 1958, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 50, folio 371.

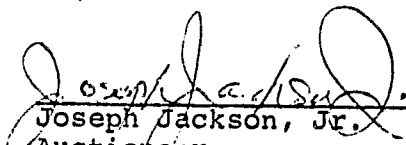
BEGINNING at an iron axle set on the northerly side of Maryland Route #313 and running thence by and with the northerly side of said State Road, South 89 degrees 53 minutes West 78 feet to an iron pipe and a division line between the herein described lands and Parcel No. 2, in a deed recorded in Liber C.W.C. No. 123, folio 181, thence, by and with said division line the two following courses and distances: (1) North 04 degrees 06 minutes East 72 feet to an iron post; and (2) North 79 degrees 48 minutes East 70.53 feet to an iron pipe and the westerly side of a private road; thence, by and with the westerly side of said private road; South 02 degrees 20 minutes East 84.22 feet to the point of beginning, containing in all 0.145 acres of land, more or less.

BEING all the same land granted and conveyed unto Harry J. Kaiser and Jean L. Kaiser, his wife, by deed from Barbara L. Whaley and Marc E. Whaley, dated the 31st day of August 1982, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 189, folio 110.

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 the North side of Maryland Route 313 near Millington, in the 7th Election District, Queen Anne's County, Maryland, on Friday, May 13, 1983, beginning at the hour of 10:00 a.m. Eastern Daylight Time, unto J. Thomas Rhodes, Jr., Agent for the Queenstown Bank of Maryland for the sum of Fifty Thousand Dollars (\$50,000.00).

CLERK OF THE COURT  
1983 MAY 27 AM 8 40  
QUEEN ANNE'S COUNTY

  
Joseph Jackson, Jr.  
Auctioneer

15-543

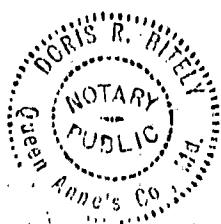
CHARLES E. SMITH	*	IN THE CIRCUIT COURT
Assignee and	*	FOR
Attorney Named in	*	QUEEN ANNE'S COUNTY
Mortgage	*	
VS.	*	IN EQUITY
HARRY J. KAISER	*	CHANCERY NO. <u>7327</u>
and	*	
JEAN L. KAISER, his wife	*	
Mortgagors	*	
	*	
	*	
	*	

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, That on this 13th day of May, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared J. Thomas Rhodes, Jr., Agent for Queenstown Bank of 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 Agent purchased all that parcel or tranct of land, with the improvements thereon, described in the Advertisement of Sale in this cause for Queenstown Bank of Maryland and that no others are interested in said sale as principal or principals, and that he did not directly or indirectly discourage anyone from bidding on said property.

WITNESS MY HAND AND NOTARIAL SEAL.



Doris R. Bately  
NOTARY PUBLIC  
My Commission Expires: 7/01/86

RECEIVED  
CLERK, CHANCERY  
1983 MAY 27 AM 8:46  
QUEEN ANNE'S COUNTY

Centreville, Md. 5/11 19 83

### We Hereby Certify

That the annexed advertisement of  
Sale - Kaiser - Millington  
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 May 19 83.  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 20th day of  
April 19 83, and the last  
insertion on the 11th day of  
May 19 83.

Publishers, Record Observer

Per Walter M. Moore

Filed May 27, 1983

## Attorney's Sale

OF  
VALUABLE FEE SIMPLE  
REAL ESTATE  
MILLINGTON, MARYLAND

Under and by virtue of the power of sale contained in mortgages to the Queenstown Bank of Maryland, (1) dated August 9, 1979, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 153, folio 277, and (2) dated August 31, 1982, and recorded among the aforesaid Land Records in Liber M.W.M. No. 189, folio 113, default having accrued in the terms of said mortgages, the undersigned Attorney, being authorized to exercise the power of sale in case of default by virtue of his being designated in one of said mortgages and by assignment from the mortgagee in the other said mortgage, will offer at public auction on the premises, located on the North side of Maryland Route 313, near Millington, in the 7th Election District, Queen Anne's County, State of Maryland, at the hour of 10 a.m., Eastern Daylight Time, on

**Fri., May 13, 1983**

ALL that lot or parcel of land situate, lying and being in the Seventh Election District of Queen Anne's County, State of Maryland, on the North side of Maryland Route #313, and more particularly described by metes and bounds, courses and distances, according to a plat of a survey thereof made by J. R. McCrone, Jr., Inc., dated July 1958, and recorded among the Land Records of Queen Anne's County, in Liber T.S.P. No. 50, folio 371.

BEGINNING at an iron stake set on the northerly side of Maryland Route #313 and running thence by and with the northerly side of said State Road, South 89 degrees 53 minutes West 78 feet to an iron pipe and a division line between the herein described lands and Parcel No. 2, in a deed recorded in Liber C.W.C. No. 123, folio 181, thence, by and with said division line the two following courses and distances: (1) North 04 degrees 06 minutes East 72 feet to an iron post; and (2) North 79 degrees 48 minutes East 70.53 feet to an iron pipe and the westerly side of a private road; thence, by and with the westerly side of said private road; South 02 degrees 20 minutes East 84.22 feet to the point of beginning, containing in all 0.145 acres of land, more or less.

BEING all the same land conveyed unto Harry J. Kaiser and Jean L. Keiser, his wife, by deed from Barbara L. Whaley and Marc E. Whaley, dated the 31st day of August, 1982, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 189, folio 110.

IMPROVEMENTS: Valuable store building used for sale of groceries, delicatessen and package liquors and known as "Unicorn Liquors and Deli".

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 affidavits as required by Rule BR6b3 of the Maryland Rules of Procedure.

Charles E. Smith, Assignee and  
Attorney named in Mortgage  
Telephone: 301-827-7550

Joseph Jackson, Jr.  
Auctioneer

RO-4-20-41-09

P 228 142 853  
 RECEIPT FOR CERTIFIED MAIL  
 NO INSURANCE COVERAGE PROVIDED—  
 NOT FOR INTERNATIONAL MAIL  
 (See Reverse)

CERTIFIED MAIL		M/M Harry J. Kaiser	
STREET AND NO.		Sudlersville, MD 21668	
POSTAGE		\$ 2.75	
CERTIFIED FEE		60	
SPECIAL DELIVERY			
RESTRICTED DELIVERY			
SHOW TO WHOM AND DATE DELIVERED			
SHOW TO WHOM DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY			
RETURN RECEIPT SERVICE			
OPTIONAL SERVICES			
CONSULT POSTMASTER FOR FEES			
TOTAL POSTAGE AND FEES		\$ 3.35	
POSTMARK OR DATE		MAY 4 1983	

PS Form 3800, Apr. 1976

May 5, 1983

Mr. and Mrs. Harry J. Kaiser  
 Sudlersville, MD 21668

Dear Mr. and Mrs. Kaiser:

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 "Unicorn Liquors and Deli", Millington, Maryland, on Friday, May 13, 1983, 10:00 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

CERTIFIED MAIL

RECEIVED  
 CLERK, CIRCUIT COURT  
 1983 MAY 27 AM 8:47  
 QUEEN ANNE'S COUNTY

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

1. ARTICLE ADDRESSED TO:  
 M/M Harry J. Kaiser  
 Sudlersville, MD 21668

2. TYPE OF SERVICE:  
 REGISTERED  
 CERTIFIED  
 INSURED  
 COD  
 EXPRESS MAIL  
 ARTICLE NUMBER: P228-142-853

3. SIGNATURE: *Charles E. Smith*  
 AUTHORIZED AGENT

4. DATE OF DELIVERY: MAY 5 1983

5. ADDRESSEE'S ADDRESS (Only if registered):  
 Sudlersville, MD 21668

6. UNABLE TO DELIVER BECAUSE:

7. EMPLOYER'S INITIALS:

8. TOTAL \$: 3.35

9. RETURN TO WHOM AND DATE DELIVERED: \_\_\_\_\_

10. SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY: \_\_\_\_\_

11. RESTRICTED DELIVERY (The registered delivery fee is charged in addition to the return receipt fee.)

12. CONSULT POSTMASTER FOR FEES

13. ADD YOUR ADDRESS IN THE "RETURN TO" SPACE ON REVERSE.

P 228 142 854  
 RECEIPT FOR CERTIFIED MAIL  
 NO INSURANCE COVERAGE PROVIDED—  
 NOT FOR INTERNATIONAL MAIL  
 (See Reverse)

SENT TO	
Mrs. Barbara Whaley	
STREET AND NO 2751 Bonhaven Lane	
P.O. STATE AND ZIP CODE Annapolis, MD 21401	
POSTAGE	\$ 20
CERTIFIED MAIL	25
SPECIAL DELIVERY	
RESTRICTED DELIVERY	
SHOW TO WHOM AND DATE DELIVERED	
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	60
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
POSTMARK OR DATE	QUEENSTOWN, MD MAY 4 1983

PS Form 3800, Apr. 1976

PS Form 3811, Oct. 1982

● 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. Barbara Whaley  
 2751 Bonhaven Lane  
 Annapolis, MD 21401

4. TYPE OF SERVICE: ARTICLE NUMBER  
 REGISTERED  INSURED P-228-142-854  
 CERTIFIED  COD  
 EXPRESS MAIL

(Always obtain signature of addressee or agent)

I have received the article described above.  
 SIGNATURE  Addressee  Authorized agent  
*Barbara L. Whaley*

5. DATE OF DELIVERY  
 5/20/83

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:

7a. EMPLOYEE'S INITIALS  
 AH

ANAPOLIS, MD LEGION AVE  
 POSTMAN  
 MAY 20 1983  
 UNDELIVERED

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

May 5, 1983

Mrs. Barbara L. Whaley  
 2751 Bonhaven Lane  
 Annapolis, MD 21401

Dear Mrs. Whaley:

Foreclosure proceedings have been filed in the Circuit Court for Queen Anne's County against the property mortgaged by Harry J. Kaiser and Jean L. Kaiser to Queenstown Bank of Maryland. This notice is made pursuant to Maryland Rule W74 holder in said property. A copy of a subordinate interest is enclosed.

The sale will be held on the property on Friday, May 13, 1983, at 10:00 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

CERTIFIED MAIL

RECEIVED  
 CLERK, CIRCUIT COURT  
 1983 MAY 27 AM 8:47  
 QUEEN ANNE'S COUNTY

LIBER 16 PAGE 517

ORDER NISI ON SALE

CHARLES E. SMITH, Assignee and Attorney named in Mortgage

vs.

HARRY J. KAISER and JEAN L. KAISER, his wife

In the Circuit Court for Queen Anne's County

In Equity

Cause No. 7327

ORDERED, this 27th day of May, 1983, that the sale of the real property, made and reported in this cause by Charles E. Smith, Assignee and Attorney named in Mortgage, be ratified and confirmed, on or after the 30th day of June, 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 23rd day of June, 1983.

The report states the amount of sales to be \$50,000.00.

Marguerite St. Hankin Clerk

Filed May 27, 1983



Centreville, Md. 6/22 19 83

### We Hereby Certify

That the annexed advertisement of  
Order Nisi - Harry J. Kaiser  
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 June 1983.  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 8th day of  
June 1983, and the last  
insertion on the 22nd day of  
June 1983.

Publishers, Record Observer

Per *Marguerite W. Mankin*

1983 JUL 14 PM 4:09

QUEEN ANNE'S COUNTY

**ORDER NISI  
ON SALE  
CHARLES E. SMITH,  
Assignee and Attorney  
named in Mortgage**

vs.

**HARRY J. KAISER and  
JEAN L. KAISER, his wife  
in The Circuit Court**

for

**Queen Anne's County**

In Equity

Cause No. 7327

ORDERED, this 27th day  
of May, 1983, that the sale  
of the real property, made  
and reported in this cause  
by Charles E. Smith,  
Assignee and Attorney  
named in Mortgage, be  
retified and confirmed, on  
or after the 30th day of  
June, 1983, 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 23rd day of June, 1983.

The report states the  
amount of sales to be  
\$50,000.00

Marguerite W. Mankin  
Clerk

True Copy, Test:  
Marguerite W. Mankin  
Clerk

By: Betty M. Comegys  
Deputy Clerk

Filed May 27, 1983

RO-6-8-31-09

LIBER

16 PAGE 549

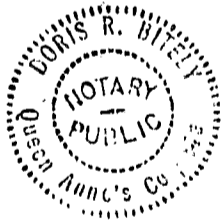
CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE and ATTORNEY	*	FOR
NAMED IN MORTGAGE	*	QUEEN ANNE'S COUNTY
VS.	*	IN EQUITY
HARRY J. KAISER	*	CAUSE NO. 7327
and	*	
JEAN L. KAISER	*	
MORTGAGORS	*	
	* * *	

AFFIDAVIT

I HEREBY CERTIFY that in accordance with the requirements of Maryland Rule W74, (c), 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, and that notice of said sale was also sent by certified mail to Barbara L. Whaley as a subordinate mortgage holder.

*Charles E. Smith*  
Charles E. Smith, Assignee and Attorney Named in Mortgage

Sworn and subscribed to before me this 14<sup>th</sup> day of July, 1983.



*Doris R. Bittly*  
NOTARY PUBLIC  
My Commission Expires: 7/01/86

CLERK OF COURT  
1983 JUL 14 PM 4:09  
QUEEN ANNE'S COUNTY

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ASSIGNEE and ATTORNEY	*	FOR
NAMED IN MORTGAGE	*	QUEEN ANNE'S COUNTY
VS.	*	IN EQUITY
HARRY J. KAISER	*	CAUSE NO. 7327
and	*	
JEAN L. KAISER	*	
MORTGAGORS	*	
	* * *	

FINAL ORDER OF RATIFICATION OF SALE

IT IS ORDERED, by the Circuit Court for Queen Anne's County, In Equity, this 19th day of July, 1983, that the sale of the real estate made and reported in this cause by Charles E. Smith, Assignee and Attorney Named in Mortgage, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding Order Nisi; and the said Charles E. Smith, 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

CLERK  
 1983 JUL 19 PM 4 19  
 QUEEN ANNE'S COUNTY

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

CHARLES E. SMITH, ESQUIRE  
Attorney Named in Mortgage

v.

Chancery #7327

HARRY J. KAISER and  
JEAN L. KAISER

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported			\$ 50,000.00
Interest (see Note A)			
COMMISSIONS, payable to Fiduciary	\$ 2,650.00		
ATTORNEY FEE, per Mortgage	500.00		
EXPENSES OF SALE			
Court costs	\$ 178.50		
Advertising			
Notice(s) of sale	609.84		
Report of sale	53.13		
Bond premium	340.00		
Auctioneer's fee	125.00		
Certified mail	3.10	1,309.57	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 45.00		
Postage & copies	1.60	46.60	4,506.17-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 45,493.83
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal per Statement of Debt	\$ 72,111.16-		
Interest to 02/28/83, per Statement	2,798.36-		
Late charges, per Statement	123.78-		
Interest on principal at 12%			
03/01/83 to 05/13/83 74 days @ \$ 23710	1,754.54-		\$ 76,787.84-
NET CREDIT FROM CREDITOR/PURCHASER			
on 05/14/83 (See Note A)			45,493.83
BALANCE OWED BY DEBTORS after credit			\$ 31,294.01-
INTEREST 05/15/83 to 07/13/83			
60 days @ \$ 10.29			617.40-
DEFICIT			\$ 31,911.41-

Note A: Net amount used by Creditor to discharge responsibilities as sale purchaser for deposit and pre-settlement interest credited as of date of sale in accordance with Weismiller v. Bush, 56 Md.App. 593, and the Report filed in Chancery #7107, which is incorporated by reference in this Audit.

Note B: Debt and interest not computed on Second Mortgage of August 31, 1982.

NOTICE

The attached Account was filed on May 22, 1984. 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 #7327. 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.

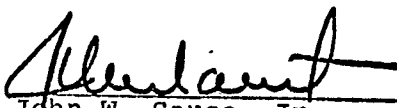
I further certify that on May 22, 1984, copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 595 g and Second Circuit Rule 12 d were mailed to the following:

Charles E. Smith, Esquire  
Post Office Box 147  
Grasonville, Maryland 21638

Harry J. Kaiser  
Sudlersville, Maryland 21668

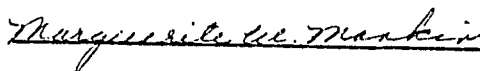
Jean L. Kaiser  
Sudlersville, Maryland 21668

Barbara Whaley  
2751 Bonhaven Lane  
Annapolis, Maryland 21401

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

NISI RATIFICATION OF AUDIT

ORDERED this 22<sup>nd</sup> day of May, 1984, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 6<sup>th</sup> day of June, 1984, 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 22, 1984

CHARLES E. SMITH, Attorney  
named in Mortgage

vs.

HARRY J. KAISER, et ux.

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7327  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 8th day of June, 1984,

by the Court that the account of the Auditor is finally ratified and confirmed, and Charles E. Smith, Attorney, ~~AMMIGHAN/TENNENB~~, is directed to apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Margaret H. Wankin Clerk

Filed June 8, 1984

CHARLES E. SMITH  
Attorney Named in  
Mortgage  
Grasonville, MD 21638

vs.

CALVIN GRASON HORNEY, JR.  
AND  
ELLEN LUCILLE HORNEY, his wife  
Grasonville, MD 21638

Mortgagors

\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7312

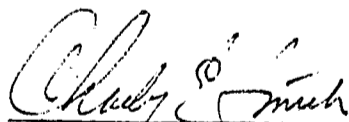
FEB 15-83 \* 25341 \*\*\*\*\*50.00  
FEB 15-83 A 25341 \*\*\*\*\*50.00

\* \* \*

ORDER TO DOCKET SUIT

Mrs. Marguerite W. Mankin, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from CALVIN GRASON HORNEY, JR. and ELLEN LUCILLE HORNEY, his wife, to QUEENSTOWN BANK OF MARYLAND, dated April 28, 1981, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. No. 174, folio 682, in which the undersigned attorney is designated by name to exercise the power of sale, default having occurred in the terms thereof by reason of the non-payment when due of the principal and interest on said mortgage; and you will file in said suit the original of said mortgage as well as the accompanying military affidavit and statement of indebtedness.



Charles E. Smith  
Attorney named in mortgage  
P.O. Box 147  
Grasonville, MD 21638  
Telephone: 301-827-7550

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

I HEREBY CERTIFY, That on this 15<sup>th</sup> day of February, 1983, before me, the subscriber, a Notary Public in and for

RECEIVED  
CLERK, CIRCUIT COURT  
1983 FEB 15 PM 4:21  
QUEEN ANNE'S COUNTY

16 555

the State and County aforesaid, personally appeared Charles E. Smith, Attorney named in mortgage, and made oath in due form of law that CALVIN GRASON HORNEY, JR and ELLEN LUCILLE HORNEY, his wife, are not now, nor have they been within six (6) months prior hereto, in the military service of the United States of America, as defined by the Soldiers' and Sailors' Relief Act, and amendments thereto.



Boris R. Bitley  
NOTARY PUBLIC  
My Commission Expires: 7/01/86



CHARLES E. SMITH  
Attorney Named in  
Mortgage  
Grasonville, MD 21638

vs.

CALVIN GRASON HORNEY, JR.  
AND  
ELLEN LUCILLE HORNEY, his wife  
Grasonville, MD 21638

Mortgagors

\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7312

\* \* \*

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of mortgage dated April 28, 1981, in the gross amount of \$40,500.00 from CALVIN GRASON HORNEY, JR. and ELLEN LUCILLE HORNEY, his wife, to QUEENSTOWN BANK OF MARYLAND	\$40,424.21
Unpaid Interest to January 27, 1983	5,286.90
Late Charges	478.89
	<u>\$46,190.00</u>

Interest will continue to accrue at the rate of \$17.72 per  
day after January 27, 1983

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

to wit:

This is to certify that on this 15<sup>th</sup> day of  
February, 1983, 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 CLAVIN GRASON HORNEY, JR. and ELLEN LUCILLE HORNEY, his  
wife, 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. Bilely  
NOTARY PUBLIC  
My Commission Expires: 7/01/86

First  
**This Mortgage**, made this 28<sup>th</sup> day of April, 1981, by and between  
CALVIN GRASON HORNEY, JR. and ELLEN LUCILLE HORNEY, his wife,  
(hereinafter collectively sometimes called the "Mortgagor")  
and THE QUEENSTOWN BANK OF MARYLAND a corporation duly  
incorporated and existing under the laws of the State of  
Maryland (hereinafter sometimes called the "Mortgagee").

WHEREAS, the Mortgagor stands bona fide indebted  
unto the Mortgagee in the full and just principal sum of  
Forty Thousand Five Hundred Dollars (\$40,500.00) for money  
this day loaned by the Mortgagee unto the Mortgagor evidenced  
by and payable with interest as provided in a Note of even  
date herewith,

On or after twelve (12) months from the date  
hereof, the note holder reserves the right and privilege of  
reviewing the terms of repayment and to alter either upward  
or downward the interest rate and monthly payment aforesaid  
and to determine a new rate of interest and a new amount  
(per standard amortization schedules corresponding to the  
interest change) for the monthly payment due to said note  
holder. Said Mortgagor shall have the right to prepay all  
or any part of the aforesaid principal indebtedness at any  
time without premium or penalty; provided, however, that all  
prepayments of principal shall be accompanied by the payment  
of all interest accruing to the date of such prepayment, and

WHEREAS, it was a condition precedent to the  
making of such loan that the repayment thereof, with interest,  
should be secured by the execution of this Mortgage;

NOW, THEREFORE, in consideration of the premises  
and the sum of One Dollar (\$1.00) and other good and valuable  
considerations, the receipt whereof is hereby acknowledged,  
the Mortgagors grant, assign and convey unto the Mortgagee,  
its successors and assigns, all that lot or lots of ground  
situate in Queen Anne's County, State of Maryland, hereinafter  
referred to as the Mortgaged Property, and described as  
follows:

ALL that lot of land, a part of the "Walter Jewell  
Sub-division of the O'Donnell land" situate, lying and being  
in the Fifth Election District of Queen Anne's County,  
Maryland near Grasonville on the South side of Maryland  
Route No. 18 leading through Grasonville to Kent Narrows,  
adjoining lands of Alice Horney on the East and the lands of  
Michael Horney on the West, and having a frontage on said  
Maryland Route No. 18, a depth of 210 feet and an even width  
of 75 feet.

Including a 1960 Twentieth Century 50' X 10' Mobile  
Home, Model No. 50 X 2FKM and Serial No. 50X-4264 now located  
on said lot.

BEING all the same land conveyed unto the mortgagors  
herein by deed from Evelyn C. Horney, dated the 30th day of  
January, 1968, and recorded among the Land Records of Queen  
Anne's County in Liber C.W.C. No. 32, folio 676.

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) should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, (8) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or 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, (9) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part thereof, (10) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances of said land as may be requisite.

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

WITNESS the hand and seal of the Mortgagor:  
WITNESS:

.....  
.....  
.....  
.....  
.....

..... (SEAL)  
Calvin Grason Horney, Jr.  
..... (SEAL)  
Ellen Lucille Horney  
..... (SEAL)

CLERK  
1981 APR 30 PM 2:08  
STATE OF MARYLAND  
COUNTY OF Queen Anne's

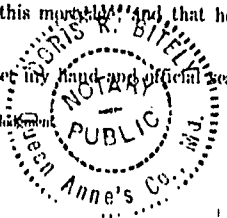
On this, the 28th day of April, 1981, before me,  
Doris R. Bitely

Calvin Grason Horney, Jr. and Ellen Lucille Horney, his wife, the undersigned officer, personally appeared known to me to be the person(s) whose name(s) is/are subscribed

to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared Charles E. Smith, Agent for the within 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 loan which said mortgage has been given to secure was paid over and disbursed by the Mortgagee to either the Mortgagor(s) or the person(s) responsible for the disbursement of funds in the closing transaction, or their respective agents, at or before the final and complete execution of this mortgage; and that he is the agent of the Mortgagee and duly authorized to make this affidavit.

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

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



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

16 205500

LIBER

18 PAGE 560

AETNA INSURANCE COMPANY  
HARTFORD, CONNECTICUT

\*\*\*\*\*

Bond No. SY 191519

IN THE CIRCUIT COURT FOR Queen Annes COUNTY, MARYLAND.

Charles E. Smith,  
Attorney Named In Mortgage  
Plaintiff

vs.

Equity No. 7312

Calvin Grason Horney, Jr. &  
Ellen Lucille Horney  
Defendant

BOND

KNOW ALL MEN BY THESE PRESENTS:

Charles E. Smith,  
That we, Attorney Named In Mortgage 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 Forty-Seven Thousand (\$47,000.00) 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 8th day of February in the year of our Lord One Thousand Nine Hundred and Eighty-Three.

Whereas, the above bounden Charles E. Smith, Attorney Named In Mortgage by virtue of the power contained in a mortgage from Calvin Grason Horney, Jr. & Ellen Lucille Horney to The Queenstown Bank of Maryland bearing date the 28th day of April, 1981 and recorded among the mortgage records of Queen Annes County in Liber No. MM174 Folio 682 and Charles E. Smith, is about to sell the land premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Charles E. Smith, Attorney Named In Mortgage do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, 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, Attorney Named In Mortgage here to 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)

Mavis R. Bately

(SEAL)

Witness:

Beverly A. Maxwell  
Beverly A. Maxwell

AETNA INSURANCE COMPANY  
BY Calvin Kreigh, III  
Attorney-in-Fact

Surety approved  
Bond filed  
Feb. 15, 1983


CERTIFIED COPY OF  
POWER OF ATTORNEY  
ATTACHED

2/17/83

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

IN TESIMONY 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 of the  
Circuit Court for Queen Anne's County

February 24, 1983

Mr. and Mrs. Calvin Grason Horney, Jr.  
Grasonville, MD 21638

Dear Mr. and Mrs. Horney:

Foreclosure proceedings have been filed in the Circuit Court for Queen Anne's County against the property mortgaged by you to 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 on Friday, March 11, 1983, 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

P 228 142 846  
RECEIPT FOR CERTIFIED MAIL

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

RECEIVED  
CLERK, CIRCUIT COURT  
1983 MAR 10 PM 12:39  
QUEEN ANNE'S COUNTY

SENT TO M/M Calvin Grason Horney Jr. STREET AND NO	
P.O. STATE AND ZIP CODE Grasonville, MD 21638	
POSTAGE	\$
CONSULT POSTMASTER FOR FEES	
OPTIONAL SERVICES	
RETURN RECEIPT SERVICE	SHOW TO WHOM AND DATE OF DELIVERY
	SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY
	SHOW TO WHOM AND DATE OF DELIVERY WITH INSTRUCTIONS
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH INSTRUCTIONS
TOTAL POSTAGE AND FEES	
POSTMARK OR DATE	

● 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) <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 (The restricted delivery fee is charged in addition to the return receipt fee.)		TOTAL \$
3. ARTICLE ADDRESSED TO: M/M Calvin Grason Horney, Jr. Grasonville, MD 21638		
4. TYPE OF SERVICE: <input type="checkbox"/> REGISTERED <input checked="" type="checkbox"/> CERTIFIED <input type="checkbox"/> EXPRESS MAIL (Always obtain signature of addressee or agent) I have received the article described above.		ARTICLE NUMBER P228 142 846
SIGNATURE <input type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent <i>Amy Horney</i>		POSTMARK MAR 10 1983
5. DATE OF DELIVERY 3-2-83		6. ADDRESSEE'S ADDRESS (Only if required)
7. EMPLOYEES' INITIALS <i>CS</i>		7. UNABLE TO DELIVER BECAUSE

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ATTORNEY NAMED IN	*	FOR
MORTGAGE	*	QUEEN ANNE'S COUNTY
VS.	*	IN EQUITY
CALVIN GRAYSON HORNEY, JR.	*	NO. 7312
and	*	
ELLEN LUCILLE HORNEY	*	
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 Calvin Grayson Horney, Jr. and Ellen Lucille Horney, his wife, to Queenstown Bank of Maryland, dated April 28, 1981, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 174, folio 682, 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 Insurance Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety in the full and just sum of Forty Seven Thousand Dollars (\$47,000.00) 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 Maryland Route 18, Grasonville, Queen Anne's County, Maryland, at the hour of 10:00 a.m., Eastern Standard Time, on March 11, 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 that lot, parcel or tract of land, together with the improvements thereon, situate, lying and

REC'D  
CLERK OF COURT  
1983 MAR 15 AM 9:11  
QUEEN ANNE'S COUNTY

16 563


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 it being then and there the highest bidder therefor, at and for the sum of Twenty Five Thousand Dollars and no cents (\$25,000.00)

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

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

This report states the amount of sale to be Twenty Five Thousand Dollars and no cents (\$25,000.00)

Respectfully submitted,

  
Charles E. Smith


STATE OF MARYLAND

QUEEN ANNE'S COUNTY

to wit:

I HEREBY CERTIFY, That on this 11th day of March, 1983, 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 February 15, 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.

  
NOTARY PUBLIC  
My Commission Expires: 7/01/86



CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ATTORNEY NAMED IN	*	FOR
MORTGAGE	*	QUEEN ANNE'S COUNTY
VS.	*	IN EQUITY
CALVIN GRAYSON HORNEY, JR.	*	NO. 7312
and	*	
ELLEN LUCILLE HORNEY	*	
MORTGAGORS	*	
	* * *	

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, That on this 11th day of March, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Albert V. Stant Agent for Queenstown Bank of 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 agent purchased all that parcel or tract of land, with the improvements thereon, described in the Advertisement of Sale in this cause for Queenstown Bank of 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.

*Charles E. Smith*  
NOTARY PUBLIC

My Commission Expires: 7/01/86

RECEIVED  
CLERK OF CIRCUIT COURT  
1983 MAR 15 AM 9:11  
QUEEN ANNE'S COUNTY

CERTIFICATE OF AUCTIONEER

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

ALL that lot of land, a part of the "Walter Jewell Sub-division of the O'Donnell land" situate, lying and being in the Fifth Election District of Queen Anne's County, Maryland near Grasonville on the South side of Maryland Route No. 18 leading through Grasonville to Kent Narrows, adjoining lands of Alice Horney on the East and the lands of Michael Horney on the West, and having a frontage on said Maryland Route No. 18, a depth of 210 feet and an even width of 75 feet.

BEING all the same land granted and conveyed unto Calvin Grason Horney, Jr. and Ellen Lucille Horney, his wife, by deed from Evelyn C. Horney, dated January 30, 1968, and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 32, folio 676.

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 Maryland Route 18, Grasonville, Queen Anne's County, Maryland, on Friday March 11, 1983, beginning at the hour of 10:00 a.m. Eastern Standard Time, unto Albert V. Stant, Agent for Queenstown Bank of Maryland

for the sum of Twenty Five Thousand Dollars and no cents (\$25,000.00)

FILED

MAR 15 1983

*Joseph Jackson, Jr.*  
\_\_\_\_\_  
Joseph Jackson, Jr.  
Auctioneer

CIRCUIT OF  
QUEEN ANNE'S

REC'D  
CLERK, CIRCUIT COURT

Centreville, MD MAR 15 1983

QUEEN ANNE'S COUNTY  
**We Hereby Certify**

That the annexed advertisement of  
Sale - Calvin Grason Horney  
Ellen Lucille Horney  
was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 4 successive weeks before  
the 11th day of March 19 83.  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 16th day of  
Feb. 19 83, and the last  
insertion on the 9th day of  
March 19 83.

Publishers, Record Observer  
Per Anthony M. Horsey

**Attorney's Sale**  
OF  
**Valuable Fee Simple**  
**Real Estate**

**In Grasonville, Maryland**

Under and by virtue of the power of sale contain-  
ed in a mortgage from CALVIN GRASON HORNEY,  
JR. and ELLEN LUCILLE HORNEY, his wife, to  
Queenstown Bank of Maryland, dated April 28,  
1981, and recorded among the Land Records of  
Queen Anne's County in Liber M.W.M. No. 174,  
folio 682, 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 Maryland Route 18, in Grasonville,  
Queen Anne's County, State of Maryland, at the  
hour of 10:00 a.m. Eastern Standard Time on

**Fri., March 11, 1983**

the following real estate to wit:  
ALL that lot of land, a part of the "Walter Jewell  
Sub-division of the O'Donnell land" situate, lying  
and being in the Fifth Election District of Queen  
Anne's County, Maryland near Grasonville on the  
South side of Maryland Route No. 18 leading  
through Grasonville to Kent Narrows, adjoining  
lands of Alice Horney on the East and the lands of  
Michael Horney on the West, and having a frontage  
on said Maryland Route No. 18, a depth of 210 feet  
and an even width of 75 feet.

BEING all the same land conveyed unto Calvin  
Grason Horney, Jr. and Ellen Lucille Horney, his  
wife, by deed from Evelyn C. Horney, dated the 30th  
day of January, 1968, and recorded among the Land  
Records of Queen Anne's County in Liber C.W.C.  
No. 32, folio 676.

TOGETHER with the buildings and improvements  
thereon erected, made or being, and all and every  
the rights, roads, end/or alleys, ways, waters,  
privileges, appurtenances and advantages to the  
same belonging or in anywise appertaining.

IMPROVEMENTS: One Story residential home  
and a 1960 Twentieth Century Mobile Home size 50  
feet by 10 feet.

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  
Attorney Named in Mortgage  
Joseph Jackson, Jr. Telephone 301-827-7550  
Auctioneer RO-2-16-4-033

## ORDER NISI ON SALE

CHARLES E. SMITH, Attorney named  
in Mortgage

vs.

CALVIN GRASON HORNEY, JR. and  
ELLEN LUCILLE HORNEY, his wife

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

Cause No. 7312

ORDERED, this 15th day of March, 1983, that  
the sale of the real property, made and reported in this cause by  
Charles E. Smith, Attorney named in Mortgage, be ratified and confirmed,  
on or after the 15th day of April, 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 8th day of April, 1983.

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

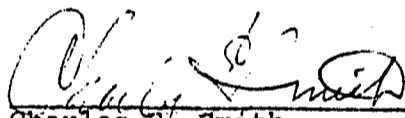
Marquise W. Mankin Clerk

Filed March 15, 1983

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ATTORNEY NAMED IN	*	FOR
MORTGAGE	*	QUEEN ANNE'S COUNTY
VS.	*	IN EQUITY
CALVIN GRASON HORNEY, JR.	*	CHANCERY NO. 7312
and	*	
ELLEN LUCILLE HORNEY	*	
MORTGAGORS	*	
	* * *	

AFFIDAVIT

I HEREBY CERTIFY that in accordance with the requirements of Maryland Rule W74, (c), 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.

  
 \_\_\_\_\_  
 Charles E. Smith  
 Attorney Named in Mortgage

Sworn and subscribed to before me this 16<sup>th</sup> day  
of March, 1983.



  
 \_\_\_\_\_  
 NOTARY PUBLIC

My Commission Expires: 7/01/86

RECEIVED  
CLERK, CIRCUIT COURT  
1983 APR 20 PM 4:25  
QUEEN ANNE'S COUNTY

Centreville, Md. 4/6 19 83

**We Hereby Certify**

That the annexed advertisement of  
Nisi - Calvin Grason Horney  
 Cause No. 7312  
 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 April 19 83.

And that the first insertion of said ad-  
 vertisement in the said RECORD  
 OBSERVER was on the 23rd day of  
March 19 83, and the last  
 insertion on the 6th day of  
April 19 83.

Publishers, Record Observer  
 Per *Marguerite W. Menkin*

RECEIVED  
 CLERK, CIRCUIT COURT  
 1983 APR 21 AM 11:11  
 QUEEN ANNE'S COUNTY

**ORDER NISI  
 ON SALE  
 CHARLES E. SMITH  
 Attorney named in  
 Mortgage**  
 vs.  
**CALVIN GRASON  
 HORNEY, JR. and ELLEN  
 LUCILLE HORNEY, his  
 wife**  
 In the Circuit Court  
 for  
 Queen Anne's County  
 In Equity  
 Cause No. 7312

ORDERED, this 15th day  
 of March 1983, that the  
 sale of the real property,  
 made and reported in this  
 cause by Charles E. Smith,  
 Attorney named in  
 Mortgage, be ratified and  
 confirmed, on or after the  
 15th day of April, 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 8th day of April  
 1983.

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

Marguerite W. Menkin  
 Clerk  
 True Copy, Test:  
 Marguerite W. Menkin  
 Clerk  
 By: Anne F. Ward  
 Deputy Clerk  
 Filed March 15, 1983  
 RO-3-23-31-044

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
ATTORNEY NAMED IN	*	FOR
MORTGAGE	*	QUEEN ANNE'S COUNTY
VS.	*	IN EQUITY
CALVIN GRASON HORNEY, JR.	*	CHANCERY NO. 7312
and	*	
ELLEN LUCILLE HORNEY	*	
MORTGAGORS	*	
	* * *	

FINAL ORDER OF RATIFICATION OF SALE

IT IS ORDERED, by the Circuit Court for Queen Anne's County, In Equity, this 26th day of April, 1983, that the sale of the real estate made and reported in this cause by Charles E. Smith, Attorney Named in Mortgage, be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although due notice thereof appears to have been given as required by the preceding Order Nisi; and the said Charles E. Smith, Attorney Named in Mortgage, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefor to the Auditor.

RECEIVED  
CLERK OF COURT  
1983 APR 27 AM 11:09  
QUEEN ANNE'S COUNTY

*Taylor Carter*  
\_\_\_\_\_  
JUDGE

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

CHARLES E. SMITH	:	
Attorney Named in Mortgage	:	
v.	:	Chancery #7312
CALVIN GRASON HORNEY, JR. and	:	
ELLEN LUCILLE HORNEY, his wife	:	

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported			\$ 25,000.00
Interest (see Note A)			
COMMISSIONS, payable to Fiduciary		\$ 1,400.00	
ATTORNEY FEE, per Mortgage		500.00	
EXPENSES OF SALE			
Court costs	\$ 138.50		
Advertising			
Notice of sale	221.76		
Report of sale	56.98		
Bond premium	240.00		
Auctioneer's fee	62.50		
Certified mail	1.55	721.29	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 45.00		
Postage & copies	1.20	46.20	2,667.49-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 22,332.51
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal per Statement of Debt		\$ 40,424.21-	
Interest to 01/27/83, per Statement		5,286.90-	
Late charges, per Statement		478.89-	
Interest on principal at 16%			
01/28/83 to 03/11/83 42 days @ \$ 17.72		744.24-	\$ 46,934.24-
NET CREDIT FROM CREDITOR/PURCHASER			
on 03/11/83 (See Note A)			22,332.51
BALANCE OWED BY DEBTORS after credit			\$ 24,601.73-
INTEREST 03/11/83 to 06/09/83			
60 days @ \$ 10.78			646.80-
DEFICIT			\$ 25,248.53-

Note A: Net amount used by Creditor to discharge responsibilities as sale purchaser for deposit and pre-settlement interest credited as of date of sale in accordance with Weismiller v. Bush, 56 Md.App. 593, and the Report filed in Chancery #7107, which is incorporated by reference in this Audit.



NOTICE

The attached Account was filed on May 22, 1984. 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

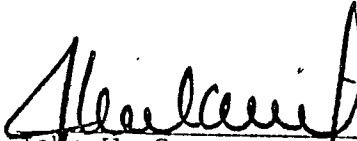
I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Chancery Cause #7312. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it 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 May 22, 1984, 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  
Post Office Box 147  
Grasonville, Maryland 21638

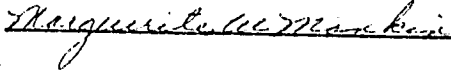
Calvin Grason Horney, Jr.  
Grasonville, Maryland 21638

Ellen Lucille Horney  
Grasonville, Maryland 21628

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

NISI RATIFICATION OF AUDIT

ORDERED this 22nd day of May, 1984, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 6th day of June, 1984, 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 22, 1984

CHARLES E. SMITH	*	IN THE CIRCUIT COURT
Attorney Named in Mortgage	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
	*	MARYLAND
CALVIN GRASON HORNEY, JR. and ELLEN LUCILLE HORNEY, his wife	*	CHANCERY #7312

\* \* \* \* \*

EXCEPTION TO AUDITOR'S ACCOUNT

Now comes the Debtors, Calvin Grason Horney, Jr. and Ellen Lucille Horney, his wife, by their attorney Richard R. Cooper and files the Exception to the Auditor's Account pursuant to Maryland Rule 595g2, upon the following grounds:

1. That the auditor's account filed in these proceedings indicated a deficiency under the mortgage in the amount of \$25,248.53 due from the debtors to the creditor including interest thereon.
2. That upon consideration of \$5,000.00 paid to Creditor by debtors, the said creditor agreed to forgive any deficiency judgment that may arise against debtors as a result of the foreclosure in these proceedings. A copy of the release is filed herewith and marked Exceptant's Exhibit #1.

WHEREFORE, it is respectfully prayed that this Honorable Court

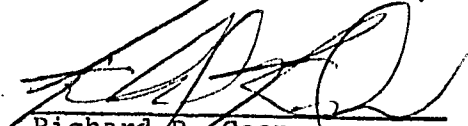
1. Direct the Auditor to amend the account by notation that such deficiency has been forgiven.

ROBERT A. COOPER, JR.  
ATTORNEY AT LAW  
1111 EIGHTH STREET  
ANNAPOLIS, MARYLAND 21403

2. And for such other and further relief as the nature of this cause may require.

And as in duty bound, etc.

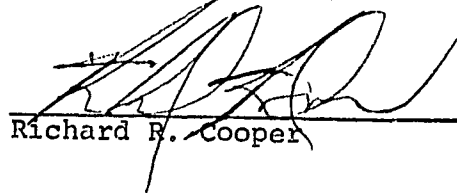
Respectfully Submitted,



Richard R. Cooper  
Attorney for Debtors  
103 Court Street  
Chestertown, Maryland 21620  
(301) 778-5080

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I mailed a copy of the foregoing Exceptions to the Audit to Charles E. Smith, Esq., P.O. Box 147, Grasonville, Maryland 21638, and John W. Sause, Jr., Auditor, 204 North Commerce Street, Centreville, Maryland 21617, on this 6th day of June, 1984.



Richard R. Cooper

ORDER

IT IS HEREBY ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by the Circuit Court for Queen Anne County, Maryland, that the Auditor, John W. Sause, Jr., be and the same is hereby directed to enter by way of innerlineation or other notation that the deficiency has been forgiven by agreement.

\_\_\_\_\_  
JUDGE

RELEASE AGREEMENT

The Queenstown Bank of Maryland as mortgage holder and creditor of Calvin Grason Horney, Jr., and Ellen Lucille Horney, debtors, does hereby release said debtors from any deficiency arising from the foreclosure sale of debtors real property, located on Maryland Route 18, Grasonville, Maryland, which sale was held on March 11, 1983, provided, and on condition, that the sale of said real property is ratified by the Circuit Court of Queen Anne's County.

Should said sale not be ratified, then debtors agree to convey said real property to creditor by deed of transfer free of any judgments, liens or encumbrances, except for creditors mortgage.

Upon ratification of said sale by the Circuit Court of Queen Anne's County, this release shall become effective and be an absolute release of any and all debts, liens, or judgments that creditor may have against debtors for any reason whatsoever.

Debtors join in the execution of this Release Agreement to bind themselves to the terms thereof.

QUEENSTOWN BANK OF MARYLAND

BY *Carol H. Smith*

DEBTORS:

*Calvin Grason Horney, Jr.*  
Calvin Grason Horney, Jr.

*Ellen Lucille Horney*  
Ellen Lucille Horney

*Law Offices*  
*Charles E. Smith, P. A.*

*P. O. Box 147*  
*Main Street*  
*Grasonville, Maryland 21638*

*827-7550 Area Code 301*

June 7, 1984

The Honorable Clayton C. Carter  
Circuit Court Judge  
Centreville, MD 21617

Dear Judge Carter:

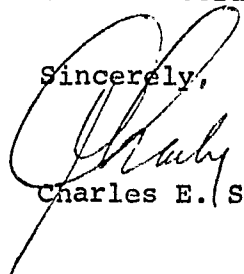
I received in today's mail, Exception to Auditor's Account in Chancery No. 7312, being a foreclosure case against Calvin Grason Horney, Jr. and wife.

The audit shows a deficiency of \$25,248.53. However, this amount was forgiven by the Bank by way of a Release Agreement which was attached to the Exception.

The Auditor was not aware of this agreement at the time that he stated the account. This was a shortsightedness on my part, in not providing him with this information.

I trust that this will satisfactorily resolve the Exception.

Sincerely,

  
Charles E. Smith

CES/db

cc: John Sause, Esq.  
Richard R. Cooper, Esq.

URGENT 16 PAIR 577

CHARLES E. SMITH  
ATTORNEY NAMED IN MORTGAGE

vs.

CALVIN GRASON HORNEY, JR.  
and ELLEN LUCILLE HORNEY,  
HIS WIFE

MORTGAGORS

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY

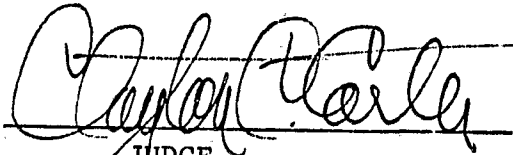
SITTING IN EQUITY

NO. 7312

ORDER OF COURT

The Exception of the Mortgagors to the Auditor's Account, together with the Release Agreement and Letter Response of the Attorney named in Mortgage, having been read and considered,

IT IS THEREUPON ORDERED this 11th day of June, 1984 by the Circuit Court for Queen Anne's County, Sitting in Equity, that the Auditor's Account filed this Cause be and it is hereby amended to reflect that the Deficit shown therein has been released by the Queenstown Bank of Maryland, Mortgagee.

  
JUDGE

Distribution:

Original: Court File

Photocopies:

Charles E. Smith, Attorney

Richard R. Cooper, Esquire

John W. Sause, Jr., Court Auditor

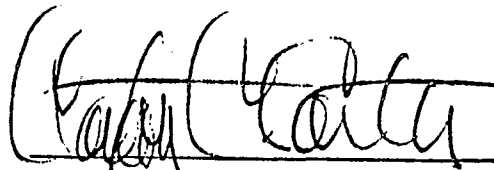
FILED IN CASE  
NO. 7312

CHARLES E. SMITH : IN THE CIRCUIT COURT  
Attorney Named in Mortgage :  
vs. : FOR QUEEN ANNE'S COUNTY  
CALVIN GRASON HORNEY, JR. : SITTING IN EQUITY  
and ELLEN LUCILLE HORNEY,  
his wife :  
Mortgagors : NO. 7312

FINAL ORDER OF RATIFICATION  
OF AUDITOR'S ACCOUNT

The matter of the Exception to Auditor's Account having  
been disposed of by an Order of this Court dated June 11, 1984

IT IS THEREUPON ORDERED this 12th day of June, 1984 by the  
Circuit Court for Queen Anne's County, Sitting in Equity, that  
the Account of the Auditor is finally ratified and confirmed,  
and Charles E. Smith, Attorney Named in Mortgage, is directed to  
apply the proceeds accordingly with a due proportion of interest  
as the same has been or may be received.

  
JUDGE

Distribution:

Original: Court File

Photocopies:

Charles E. Smith, Attorney

Richard R. Cooper, Esquire

John W. Sause, Jr., Court Auditor

DAVID C. BRYAN  
 111 Lawyers Row  
 Centreville, Maryland 21617  
 Attorney Named  
 In Mortgage  
 vs.  
 JOHN EDWARD WILKINS  
 Route 1 Box 95  
 Grasonville, Maryland 21638  
 Mortgagor

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In the Circuit Court for  
 Queen Anne's County  
 In Equity  
 Chancery No. 7051

FEB -2-82 \* 2 571 \*\*\*\*\*60.00  
 FEB -2-82 A 52 571 \*\*\*\*\*60.00

ORDER TO DOCKET SUIT

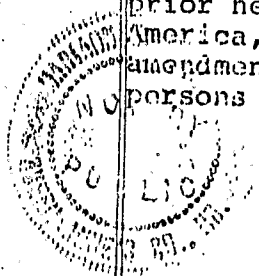
Mrs. Marguerite W. Mankin, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from John Edward Wilkins to The Centreville National Bank of Maryland, dated September 18, 1978, and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 140, folio 697, in which the said David C. Bryan is authorized to execute foreclosure; default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the note secured by said mortgage; and you will file in said suit the original of said mortgage as well as the accompanying military affidavit and statement of indebtedness.

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

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

I HEREBY CERTIFY, that on this 2<sup>nd</sup> day of February, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David C. Bryan, Attorney Named in Mortgage, and made oath in due form of law that John Edward Wilkins, 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.



*Francis W. Leavelle*  
 Notary Public  
 My Commission Expires: 7/1/82



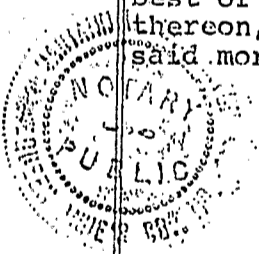
DAVID C. BRYAN	*	In The Circuit Court For
Attorney Named	*	
In Mortgage	*	Queen Anne's County
	*	
vs.	*	
	*	
JOHN EDWARD WILKINS	*	In Equity
Mortgagor	*	Chancery No. 7051

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on Principal of note dated September 18, 1978 in the gross amount of \$15,000.00 by John Edward Wilkins to The Centre-ville National Bank of Maryland	\$13,447.41
With interest through February 2, 1982	342.69
Late charges	48.36
Per diem interest rate \$3.68	

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

This is to certify that on this 2<sup>nd</sup> day of February, 1982, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared David C. Bryan, Attorney Named in Mortgage and made oath in due form of law that the foregoing statement of mortgage indebtedness due by John Edward Wilkins, 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.



*Travis W. Leaverton*  
 Notary Public  
 My Commission Expires: 7/1/82

DOCUMENT NO. 94 908

THIS PURCHASE MONEY MORTGAGE, Made this 18<sup>TH</sup> day of SEPTEMBER, 1978, by and between JOHN EDWARD WILKINS, Mortgagor, and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a national banking association, Mortgagee;

WHEREAS, the Mortgagor is indebted unto the Mortgagee in the sum of Fifteen Thousand Dollars (\$15,000.00), which sum was this day loaned and is evidenced by and payable with interest as provided in a note of even date herewith, the unpaid balance with interest thereon being due SEPT 18, 1993; and

WHEREAS, it was a condition precedent to the making of said loan that the repayment thereof with interest should be secured by the execution of this mortgage.

NOW, THEREFORE, THIS 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 Mortgagor does hereby grant and convey unto the Mortgagee, its successors and assigns, in fee simple, all of the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, being more particularly known and designated as Lot No. 30, Section B, of the lands of The Chester River Development Company, Inc., called or known as "Chester River Beach," as more particularly set forth in a Plat of said lands by J.B. Metcalfe, Registered Surveyor, dated April 1952 and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 5, folio 12.

BEING all and the same land and premises which were granted and conveyed unto John Edward Wilkins by deed from Sarah T. Monath and Margaret Andrea Horsefield bearing even date herewith and recorded or intended to be recorded among the land records of Queen Anne's County immediately preceding the recording of this Mortgage.

CLERK, L.

1978 SEP 18 PM 3:33

QUEEN ANNE'S COUNTY

SEP 18-78 \* 29940 \*\*\*\*17.00  
SEP 18-78 A #29940 \*\*\*\*17.00

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 thereunto belonging or in any wise appertaining, including all heating, air conditioning, lighting and plumbing fixtures, equipment, furniture and other fixtures now or hereinafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of the Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the Mortgagors shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by the Mortgagors in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all the terms, covenants and conditions of this mortgage and the note secured hereby, including the payment of any late charges, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

THE MORTGAGORS JOINTLY AND SEVERALLY HEREBY COVENANT:

a. That they warrant specially the property hereby conveyed; that they are seized thereof in fee simple and have a right to convey the same; that they have done no act to encumber the same; that they will execute such further assurances thereof as may be requisite.

b. That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagors by voluntary or involuntary grant or assignment or in any other manner without the Mortgagee's written consent, or should they default on any note, bond, mortgage or deed of trust secured by or securing a prior lien upon the herein mortgaged property; or should the same be further encumbered by the Mortgagors, their or its successors, heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum at the option of the Mortgagee shall immediately become due and owing as herein provided.

c. That they will pay or cause to be paid when due the principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest, thereon, and all other sums payable by them in accordance with the terms of this mortgage and note secured hereby, or any renewals or extensions, and that they hereby expressly waive the benefit of all exemptions, homestead or otherwise, under the laws of this or any other State, and agree to pay the debt without any offset whatsoever.

d. That they will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed, or any part thereof.

e. That they will keep all improvements now or hereinafter located on the premises in good repair; that they will maintain and work the premises hereby conveyed in a good and husbandlike manner; that they will commit no waste; that they will not cut or remove or permit to be cut or removed any wood or timber from said premises without the written consent of the Mortgagee, and that they will make all proper renewals, replacements, and additions to the property, and not tear down the improvements or materially change them or permit them to be torn down or materially changed without the prior written consent of the Mortgagee.

f. That they will insure and keep insured buildings and improvements now or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm and tornado in companies and amounts satisfactory to the Mortgagee, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Mortgagee as its interest may appear. At the option of the Mortgagors, and subject to the consent of the Mortgagee, sums so received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

g. If the Mortgagee shall incur any expense or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the property, all such sums shall on notice and demand be paid by the Mortgagors, together with interest thereon at the current rate hereunder and shall be a lien on the premises secured by this mortgage.

h. That in the event the Mortgagors fail to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property hereby conveyed, or fail to maintain insurance as hereinbefore provided, the Mortgagee may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the current rate hereunder until paid, and be secured by the lien of this mortgage.

THE PARTIES HERETO FURTHER COVENANT AND AGREE:

1. Upon any default in any of the covenants of this mortgage, the Mortgagors in accordance with Subtitle W of the Maryland Rules of Procedure, or any other general or local rules, regulations or laws of the State of Maryland relating to mortgages, including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, do hereby (a) declare their assent of the passage of a decree for the sale of the property; and (b) authorize the Mortgagee, its successors or assigns, or David C. Bryan, its attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the assent to a decree or power of sale, may be made by the person or persons authorized to sell either as an entirety or in such separate parcels and on such terms and at such places and in such manner as they may deem advisable.

2. Upon any sale of the property under this mortgage, whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of such sale shall be applied as follows: First, to the payment of all expenses incident to the sale including a counsel fee of Two Hundred Fifty Dollars (\$250.00) for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the Mortgagee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making the sale equal to the commissions allowed trustees for making sales of property under decrees of the equity court having jurisdiction, and also any liens prior to the lien of this mortgage unless the sale is made subject to such prior liens; Second, to the payment of all claims of the Mortgagee hereunder, whether they have matured or not, with interest thereon until final ratification of the auditor's report; Third, the balance, if any, to the Mortgagors or to any person or persons entitled thereto, upon the surrender of the property to the purchaser, less any expenses incurred in obtaining possession.

3. Immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagors, and each of them, to the party inserting the advertisement or notice all expenses incident to such advertisement or notice, all court costs, attorney's fees and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, then due, equal to one-half (1/2) the percentage allowed as commission on such sum to trustees making sales under orders or decrees of the equity court having jurisdiction, and such party shall not be required to receive the principal and interest only of the mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of such expenses, costs, attorney's fees and commissions.

4. That in the event of a sale of the mortgaged property under the provisions hereof, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as a part thereof.

5. The Mortgagee may at any time renew this mortgage, extend the time for payment of the debt or any part thereof or interest thereon and waive any of the covenants or conditions of this mortgage in whole or in part, either at the request of any one or more of the Mortgagors or of any person having an interest in the property, take or release other security, or any part of this property, or such other security, grant extensions, renewals or indulgences therein, or apply to the payment of principal and interest on the mortgage debt any part or all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the Mortgagors or any of them, from any of the covenants or conditions of this mortgage, or releasing the unreleased part of the property herein described from the lien of this mortgage for the amount of the mortgage debt, and may release any party primarily or secondarily liable on the mortgage debt without releasing any other party liable thereon and without releasing the property subject thereto.

6. Until default is made in any covenant or condition of this mortgage, the Mortgagors shall have possession of the property. Upon default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled without notice to the Mortgagors, or any of them, to the immediate possession of the property and to the appointment of a receiver of the property to operate the same, without regard to the adequacy thereof as security for the mortgage debt, and the Mortgagors shall pay all costs in connection therewith, and upon any default, whether or not a receiver be appointed, the rents and profits of the property are hereby assigned to the Mortgagee as additional security.

7. The rights, powers, privileges and discretions specifically granted to the Mortgagee under this mortgage are not in limitation of, but in addition to those to which the Mortgagee is entitled under any general or local laws relating to mortgages in the State of Maryland, now or hereafter existing.

8. Before full payment of the mortgage debt, the Mortgagee, in its discretion, may make advances to the Mortgagors to the extent permitted by law and such sums shall be secured by this mortgage.

9. The rights, powers and privileges and discretions to which the Mortgagee may be entitled shall inure to the benefit of it and its successors and assigns; are cumulative and not alternative; may be enforced successively or concurrently; and failure to exercise any of them shall not be deemed a waiver thereof and no waiver of any one shall be deemed to apply to any other, nor shall it be effective unless in writing and signed by the Mortgagee.

10. The covenants, agreements, conditions and limitations of or imposed upon the Mortgagors shall be binding upon their respective heirs, personal representatives, successors and assigns.

11. Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

WITNESS the signatures and seals of the Mortgagors:

WITNESS:

Virginia Brooks

John Edward Wilkins

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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

On this the 14<sup>th</sup> day of Sept., 1978, before me, the undersigned officer, personally appeared JOHN EDWARD WILKINS

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared THURMAN JEFFERSON, Branch Manager of the party secured  
by the 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 Mortgagors or the person responsible for the disbursement of funds in the closing transaction, or their respective Agent, at a time no later than the execution and delivery of this mortgage by the Mortgagors, and he further made oath that he is the Agent of the party secured by the foregoing mortgage and as such is duly authorized to make this Affidavit.

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



Virginia Brooks

Notary Public  
My Commission Expires July 1, 1982

\$15,000.00

Centreville, Maryland

SEPTEMBER 18, 1978

FOR VALUE RECEIVED, I, the undersigned, promise to pay to the Order of The Centreville National Bank of Maryland the sum of Fifteen Thousand Dollars (\$15,000.00).

Negotiable and payable at the Banking House in Centreville, Maryland, in one hundred eighty (180) equal, consecutive, monthly installments of One Hundred Sixty-One Dollars and Twenty Cents (\$161.20) each, beginning on the 16<sup>th</sup> day of OCTOBER, 1978, including interest to date of payment of each installment at the rate of ten per centum (10%) per annum on the full amount of balance of note; 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 this note or at any time thereafter upon the demand of the holder.

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 15% 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. Also, makers hereby further agree that in the event that makers shall fail to make any installment herein provided for at the time when the same becomes due under the provisions hereof, and said installment shall remain overdue for a period in excess of 15 days, makers promise to pay a "late charge" of five cents (5¢) for each dollar so overdue, or two dollars (\$2.00), whichever is greater, for the purpose of defraying the expense of following up and handling the said delinquent installment.

TEST:

David C. Bryan

John Edward Wilkins (SEAL)  
John Edward Wilkins

SECURED BY PURCHASE MONEY REAL ESTATE MORTGAGE

10 24 587

Equity # 7051

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

KNOW ALL MEN BY THESE PRESENTS, That we, David C. Bryan of Queen Anne's County, State of Maryland, and the Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty Thousand Dollars (\$20,000.00), 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 2<sup>nd</sup> day of February, 1982;

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from John Edward Wilkins, to The Centreville National Bank of Maryland dated September 18, 1978, and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber C.W.C., No.140, folio 697, 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 mortgages 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. Lewis

David C. Bryan (SEAL)  
David C. Bryan, Attorney Named  
In Mortgage

HARTFORD ACCIDENT AND INDEMNITY  
COMPANY

By: Richard C. King  
Attorney in fact

ATTEST:

J. Carol Bennett

*Bond with surety offered  
Filed February 2, 1982*

1982 FEB -2 PM 4:17  
QUEEN ANNE'S COUNTY

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

IN TESTIMONY WHEREOF, I hereunto subscribe  
my name and affix the Seal of the Circuit  
Court for Queen Anne's County, this 2nd  
day of February, 1982.

*Margaret W. Spaulden*

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

DAVID C. BRYAN  
Attorney Named  
In Mortgage

v.

JOHN EDWARD WILKINS  
Mortgagor

\* \* \* \* \*

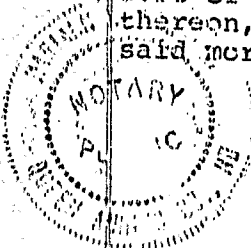
\* In The Circuit Court For  
\* Queen Anne's County  
\* In Equity  
\* Chancery No. 7051

AMENDED STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on Principal of note dated September 18, 1978 in the gross amount of \$15,000.00 by John Edward Wilkins to The Centreville National Bank of Maryland	\$12,565.00
With interest through April 25, 1983	275.42
Late Charges	32.24
Per diem interest rate \$3.44	

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

This is to certify that on this <sup>25<sup>th</sup></sup> day of April, 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David C. Bryan, Attorney Named in Mortgage and made oath in due form of law that the foregoing statement of mortgage indebtedness due by John Edward Wilkins, 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.



*Thomas L. Thorton*  
Notary Public  
My Commission Expires: 7/1/86

RECEIVED  
CLERK, CIRCUIT COURT  
1983 APR 26 AM 11:22  
QUEEN ANNE'S COUNTY

DAVID C. BRYAN  
111 Lawyers Row  
Centreville, Maryland 21617  
Attorney Named  
In Mortgage

v.

JOHN EDWARD WILKINS  
26 Kellington Drive  
Pasadena, Maryland 21122  
Mortgagor

\* In The Circuit Court  
\*  
\* For Queen Anne's County  
\*  
\* In Equity  
\*  
\* No. 7051

\* \* \* \* \*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of David C. Bryan, Attorney Named in Mortgage, from John Edward Wilkins to The Centreville National Bank of Maryland, dated September 18, 1982, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 140, folio 697, in which mortgage the Mortgagor 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 Hartford Accident and Indemnity Company, a body corporate, duly authorized by its charter to become sole 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 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 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 Courthouse door, in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 10:00 A.M., Eastern Time, on June 3, 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 that lot or parcel land,

CLERK

1983 JUN -6 PM 12:02

QUEEN ANNE'S COUNTY

10-500



Centreville, Md. 6/1 19 83

### We Hereby Certify

That the annexed advertisement of  
Sale - John Wilkins

was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 3rd day of June 19 83.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 18th day of  
May 19 83, and the last  
insertion on the 1st day of  
June 19 83.

Publishers, Record Observer

Per Wendell M. Morse

## Attorney's Sale

OF  
VALUABLE FEE SIMPLE REAL ESTATE  
FIVE ROOM COTTAGE

Under and by virtue of the power of sale contained in the mortgage from John Edward Wilkins to The Centreville National Bank of Maryland dated September 18, 1978, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber C.W.C. No. 140, folio 697; 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 10:00 o'clock A.M., Eastern Daylight Savings Time, on

**Friday, June 3, 1983**

the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, being more particularly known and designated as Lot No. 30, Section B, of the lands of The Chester River Development Company, Inc., called or known as "Chester River Beech," as more particularly set forth on a plat of said lands by J. B. Metcalfe, Registered Surveyor, dated April 1952 and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 5, folio 12.

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: Five room brick veneer cottage with fireplace in attractive waterfront community with access to Chester River through the community beach.

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 ten percent (10%) from day of sale to day of settlement, or all cash on the day of sale as the purchaser(s) may elect. The deed for the property will be executed by the undersigned upon ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deed, title papers, documentary stamps, transfer tax and notary fees to be paid by the purchaser(s).

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 is" condition.

DAVID C. BRYAN  
Attorney Named in Mortgage  
111 Lawyers Row  
Centreville, Maryland 21617  
Telephone 301-758-1643

Joseph A. Jackson, Jr.  
Auctioneer

RO-5-18-31-036

DAVID C. BRYAN  
 111 Lawyers Row  
 Centreville, Maryland 21617  
 Attorney Named  
 In Mortgage

v.

JOHN EDWARD WILKINS  
 26 Kellington Drive  
 Pasadena, Maryland 21122  
 Mortgagor

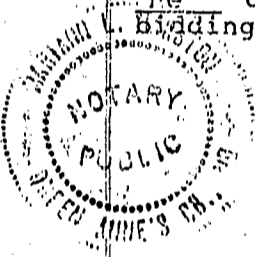
\* In The Circuit Court  
 \*  
 \* For Queen Anne's County  
 \*  
 \* In Equity  
 \*  
 \* No. 7051  
 \*  
 \*  
 \*  
 \*  
 \* \* \* \* \*

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 3rd day of June, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared J.O. Pippin, Jr., President of The Centreville National Bank purchaser(s) at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that he purchased all that 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 The Centreville National Bank), 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.



*Nauman L. Tranter*  
 Notary Public  
 My Commission Expires: 7/1/86

CLERK, CIRCUIT COURT  
 1983 JUN -6 PM 12:02  
 QUEEN ANNE'S COUNTY

DAVID C. BRYAN  
111 Lawyers Row  
Centreville, Maryland 21617  
Attorney Named  
In Mortgage

v.

JOHN EDWARD WILKINS  
26 Kellington Drive  
Pasadena, Maryland 21122  
Mortgagor

\* \* \* \* \*

\* In The Circuit Court  
\*  
\* For Queen Anne's County  
\*  
\* In Equity  
\*  
\* No. 7051

CERTIFICATE OF AUCTIONEER

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

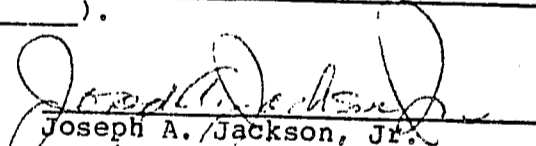
ALL that lot or parcel of land situate, lying and  
being in the Fifth Election District of Queen Anne's County,  
State of Maryland, being known and designated as Lot No. 30,  
Section B of Chester River Beach.

TOGETHER with the buildings and improvements  
thereuon 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 3, 1983,  
beginning at the hour of 10:00 A.M., Eastern Time, unto

The Centreville National Bank of Maryland

at and for the sum of Fifteen Thousand  
Dollars (\$ 15,000.00 ).

  
Joseph A. Jackson, Jr.  
Auctioneer

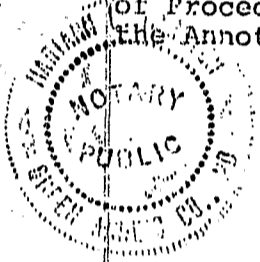
RECEIVED  
CLERK OF COURT  
1983 JUN -6 PM 12:02  
QUEEN ANNE'S COUNTY

16 595

DAVID C. BRYAN	*	IN THE CIRCUIT COURT
Attorney Named	*	FOR QUEEN ANNE'S COUNTY
In Mortgage	*	
v.	*	IN EQUITY
JOHN EDWARD WILKINS	*	No. 7051
Mortgagor	*	
* * * * *	*	

AFFIDAVIT

I HEREBY CERTIFY, that on this 3<sup>rd</sup> day of June, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared David C. Bryan, Attorney Named in Mortgage, and made oath in due form of law that notice of the time, place and terms of sale in this cause was duly sent by registered mail to John Edward Wilkins, mortgagor and John Edward Wilkins and Debra L. Caperoon, present record holders of the property to be sold, at their last known address as prescribed by Rule W 74a (2) (c) of the Maryland Rules of Procedure and Section 7-105 of the Real Property Article of the Annotated Code of Maryland.



*Travis L. Thawston*  
 Notary Public  
 My Commission Expires: 7/1/86

1983 JUN -6 PM 12:02  
 QUEEN ANNE'S COUNTY



ORDER NISI ON SALE

DAVID C. BRYAN, Attorney named  
in Mortgage

vs.

JOHN EDWARD WILKINS

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

Cause No. 7051

ORDERED, this 6th day of June, 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 7th day of July, 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 30th day of June, 1983.

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

Marguerite St. Mentkin Clerk

Filed June 6, 1983

Centreville, Md. 6/29 19 83**We Hereby Certify**

That the annexed advertisement of Order Nisi - John Wilkins 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 1983. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 15th day of June 1983, and the last insertion on the 29th day of June 1983.

Publishers, Record Observer

Per *Marguerite W. Mankin**Filed July 7, 1983*

**ORDER NISI  
ON SALE  
DAVID C. BRYAN  
Attorney named in  
Mortgage**

vs.

**JOHN EDWARD WILKINS  
In the Circuit Court  
for  
Queen Anne's County  
In Equity**

Cause No. 7051

ORDERED, this 6th day of June, 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 7th day of July, 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 30th day of June, 1983.

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 June 6, 1983

RO-6-15-31-015

DAVID C. BRYAN  
 111 Lawyers Row  
 Centreville, Maryland 21617  
 Attorney Named  
 In Mortgage

v.

JOHN EDWARD WILKINS  
 26 Kellington Drive  
 Pasadena, Maryland 21122  
 Mortgagor

\* In The Circuit Court  
 \*  
 \* For Queen Anne's County  
 \*  
 \* In Equity  
 \*  
 \* No. 7051  
 \*  
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FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this 8th day of July, 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.

Rayton O. Carlin  
 Judge

CLERK  
 1983 JUL -8 AM 11:29  
 QUEEN ANNE'S COUNTY

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

DAVID C. BRYAN :  
 Attorney Named in Mortgage :  
 v. : Chancery #7051  
 JOHN EDWARD WILKINS :  
 Mortgagor :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		\$ 15,000.00	
Interest (see Note A)			
Sewer Charges			
07/19/83 to 09/30/83			
74 days @ \$00.55		40.70	
Real property taxes \$ 303.43			
from 07/19 to 06/30/84			
.348 days @ \$00.829		<u>288.49</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 15,329.19
COMMISSIONS, payable to Fiduciary		\$ 900.00	
ATTORNEY FEE, per Mortgage		250.00	
EXPENSES OF SALE			
Court costs	\$ 148.50		
Advertising			
Notices of sale (1982 & 1983)	228.48		
Report of sale	53.13		
Bond premium	160.00		
Auctioneer's fee	37.50		
Goldman, Rubenstein and Sher			
Securing Order in Bankruptcy			
proceeding	281.00		
Notary fees	6.00		
Real property taxes (1982-84)	874.44		
Sewer Charges to 09/30/83	369.87		
Certified mail	<u>6.54</u>	2,165.46	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 45.00		
Postage & copies	<u>1.00</u>	<u>46.00</u>	<u>3,361.46-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 11,967.73
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal per Amended Statement of Debt		\$ 12,565.00-	
Interest to 04/25/83, per Statement		275.42-	
Late charges, per Statement		32.24-	
Interest on principal at 10%			
04/26/83 to 06/03/83 39 days @ \$ 3.44		<u>134.16-</u>	\$ 13,006.82-

FILED

FEB 2 1984

CIRCUIT COURT  
QUEEN ANNE'S CO.

NET CREDIT FROM CREDITOR/PURCHASER on 06/03/83 (See Note A)	<u>11,967.73</u>
BALANCE OWED BY DEBTORS after credit on 06/03/83	\$ 1,039.09-
INTEREST 06/03/83 to 08/02/83 60 days @ \$ 00.2846	<u>17.08-</u>
DEFICIT	\$ 1,056.17-

Note A: 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.

#### SPECIAL REPORT

The advertisement of sale states that "Taxes and all other assessments and charges will be adjusted to the date of final settlement". In the latter regard, it is said that "the balance [of the purchase price] to be paid within ten (10) days of the ratification of the sale by the Circuit Court of Queen Anne's County"; "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)".

The sale was made on June 3, 1983, was duly reported on June 6, and was ratified on July 8. However, it was not until January 3, 1984 that the purchaser (which also was the mortgagee) received a Deed. On the same date, the mortgagee-purchaser executed a Deed to a third party for a recited consideration of \$19,000.00, or \$4,000.00 more than the sale price in this proceeding.

The Suggested Account proposes the adjustment of taxes and sewer charges as of January 3, 1984. No reason is suggested why settlement was not made "within ten (10) days of the ratification of the sale" as required in the terms of sale. The effect of such allowance would be to charge the Mortgagor with taxes and sewer charges between July 18, 1983 (10 days after the ratification) until January 3, 1984. Bearing in mind the public policy implicit in the statute which stops the running of interest on the mortgage 60 days after a foreclosure sale (§7-105(d) of the Real Property Article); recognizing that distribution is to be equitable and in the absence of a showing of any reason why settlement was not made in accordance with the terms of sale, the taxes and sewer charges have been adjusted as of July 18, 1983.

NOTICE

The attached Account was filed on February 2, 1984. 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.

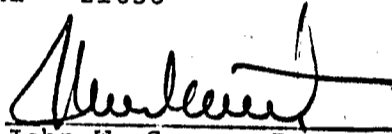
CERTIFICATE OF AUDITOR

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 #7051. 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 February 2, 1984, 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, Esquire  
111 Lawyers Row  
Centreville, Maryland 21617

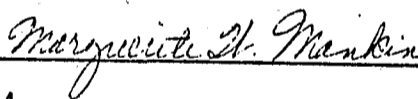
John Edwards Wilkins  
Route 1, Box 95  
Grasonville, Maryland 21638



John W. Sause, Jr.  
Auditor

NISI RATIFICATION OF AUDIT

ORDERED this 2nd day of February, 1984, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 21st day of February, 1984, 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: February 2, 1984

DAVID C. BRYAN, Attorney

vs.

JOHN EDWARD WILKINS

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7051

FINAL RATIFICATION OF AUDIT

ORDERED this 24th day of February, 1984,  
by the Court that the account of the Auditor is finally ratified and  
confirmed, and David C. Bryan, Attorney ~~XASSED 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.

Margaret L. Rankin Clerk

Filed February 24, 1984

18 604

GEORGE C. NIER, ASSIGNEE  
3 North First Street  
P.O. Box 130  
Denton, Maryland 21629  
Plaintiff

IN THE CIRCUIT COURT

vs

FOR QUEEN ANNE'S COUNTY

JOSEPH E. TROSSBACH, JR.  
GLORIA J. TROSSBACH  
Rt 1 Box 91  
Centreville, Maryland 21617  
Defendants

CHANCERY NO. 7438

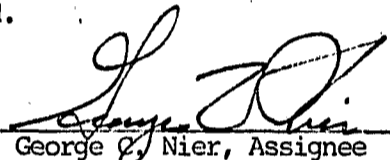
ORDER TO DOCKET

Madam Clerk:

SEP -9-83 A 924976 \*\*\*\*\*60

Please docket the above entitled case and file the following instrument marked "Plaintiff's Exhibit A":

Original Mortgage from Joseph E. Trossbach, Jr. and Gloria J. Trossbach, his wife, to The Federal Land Bank of Baltimore, dated June 5, 1981 and recorded in Liber M.W.M. No. 175, folio 736, one of the Mortgage Records for Queen Anne's County, Maryland.

  
George C. Nier, Assignee  
P.O. Box 130, Denton, Md 21629  
Telephone: 479-2112

CLERK OF COURT  
1983 SEP -9 AM 10: 21  
QUEEN ANNE'S COUNTY

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



DOCUMENT NO. 105,933

136 175 PAGE 736

688 (2)

Purchase money mortgage F.F.B  
Maryland

PLAINTIFF'S EXHIBIT A

### MORTGAGE

THIS PURCHASE MONEY MORTGAGE, made this 5th day of June 19 81, between JOSEPH E. TROSSBACH, JR. and GLORIA J. TROSSBACH, his wife,

of the County of Queen Anne's, State of Maryland, hereinafter called "Mortgagor", and THE FEDERAL LAND BANK OF BALTIMORE, hereinafter called "Mortgagee".

WITNESSETH THAT WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Fifty-two Thousand Five Hundred----- DOLLARS (\$ 52,500.00 ) this day lent the Mortgagor by the Mortgagee, a part of which is purchase money for the property hereinafter described;

AND WHEREAS, Mortgagor has executed and delivered to Mortgagee his promissory note bearing even date herewith, in the amount of Fifty-two Thousand Five Hundred

DOLLARS (\$ 52,500.00 ), with interest at twelve percent ( 12 %) per annum; provided, however, that the Bank may increase said interest rate from time to time by giving to the Mortgagor thirty (30) days prior written notice, by ordinary mail, to the last known address of said Mortgagor; said principal and interest being payable on a repayment plan, the final installment of which becomes due and payable thirty (30) years after the date hereof, and provided that defaulted payments shall bear interest at the rate of four percent (4%) per annum above the billing rate then in effect, until paid, and to better secure the payment of said principal and interest and any extension or renewal thereof, and the payment of all other sums and performance of all terms, covenants and conditions required of Mortgagor in accordance with the terms of this mortgage and the note secured hereby, this mortgage is executed and delivered.

NOW THEREFORE, in consideration of the premises and of One Dollar (\$1.00) said Mortgagor hereby grants and conveys unto said Mortgagee, its successors and assigns, in fee simple, all that certain land situate, lying and being in Second Election District, Queen Anne's County, Maryland, and more particularly described as follows:

ALL that tract or lot of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the north side of the public road leading from Hayden's Station to Clark's Corner, bounded on the west by the land of Howard Stant, on the north by the lands of W. Calvin Gray, Jr., et al., on the East by the land of Samuel Fawra and Charles Pinder and by the land formerly owned by James O. Murphy and contained within the following metes and bounds, courses and distances, according to a survey of the same made September the 13th, 1943 by Samuel G. Bye & Son, surveyors and to their certificate of said survey to, wit:

BEGINNING for the same at a point in the middle of said road and at the southwest corner of the land hereby conveyed and in the line of other land of Howard Stant; and running thence by and with said Stant lands North 14 degrees West, 1450 feet to a point marked by a post, a corner for the land hereby conveyed and for that formerly of Casper Seney; and thence by and with the last named land and the land of W. Calvin Gray, Jr., et al., North 88 degrees East, 1116 feet to a point marked by a stone in the edge of the woods; thence South 9 degrees East, 271 feet and 7 inches to a stone on the edge of a ditch bank; thence South 79 degrees West, 184 feet to a point marked by a stone; thence South 2-1/2 degrees East, 103 feet to a point marked by a stone; thence North 88 degrees East, 353 feet to a beech tree; thence North 85 degrees East, 184.4 feet to a point a corner of the land formerly of Charles Pinder at which a stake has been driven in the ground; thence with the line of the last named land South 10 degrees West, 430 feet to a point marked by a stone; thence South 82-1/2 degrees East, 175 feet to the center of an old road; thence with the line of said old road the two following courses, to wit: South 28 degrees West, 467.5 feet and South 21 degrees West 355 feet to a point in the middle of

the public road above mentioned; thence by and with the center of the said public road North 86 degrees West, 633.6 feet and North 83-1/2 degrees West, 300 feet to the place of beginning; containing 40.89 acres of land more or less.

SAVING AND EXCEPTION therefrom the following tracts of land:

- (1) All that parcel conveyed to Howard J. Stant by deed, dated December 6, 1945, from Wesley Demby and recorded among the land records of said Queen Anne's County in Liber A.S.G. No. 12, folio 390, and described therein as follows, to wit: BEGINNING for the same in the center of the Sugar Loaf Tax Ditch at the point where said center of said ditch crosses the aforesaid public road, thence in a Westerly direction to the division line now existing between the property formerly of Wesley Demby and other property of the said Howard J. Stant, thence North 14 degrees West fourteen hundred and fifty feet with said division line aforesaid to a post; thence North 88 degrees East to the center of the aforesaid Sugar Loaf Tax Ditch, thence in a Southerly direction by and with the center of the aforesaid Tax Ditch to the point of beginning, containing five acres of land, more or less,
- (2) All that parcel of land conveyed to Harry P. Jester and Norma Lee Jester by deed, dated April 9, 1960, from Lewis W. Rash et ux. and recorded in Liber T.S.P. No. 54, folio 473, and described therein as follows, to wit: BEGINNING for the same at a point on the Northern right-of-way of the public road leading from Hayden Station to Clark's Corner at a ditch where the land hereby conveyed corners with the land of Howard Stant, thence in a Northerly direction along and with said ditch a distance of 57 feet to a point in said ditch where it intersects another ditch, thence in an Easterly direction along and with the second mentioned ditch a distance of 336 feet, more or less, to a point in said ditch marked by a stake or pipe, thence in a Southerly direction a distance of 300 feet, more or less, to a Northern right-of-way of the above mentioned Hayden Station-Clark's Corner Road said point being 360 feet from the place of beginning, thence in a Westerly direction along and with the Northern right-of-way of the said Hayden Station Clark's Corner Road, a distance of 360 feet to the place of beginning.
- (3) All that parcel of land and the 50' wide right-of-way to the same conveyed to Samuel Fawra by deed, dated March 18, 1969, from Lewis W. Rash et ux. and recorded in Liber C.W.C. No. 42, folio 676, and described therein as follows, to wit: BEGINNING at a concrete monument at the Southern corner of herein described tract or parcel of land and being a corner of land of Paul Robinson and land of Lewis W. Rash; thence, running by and with land of the said Lewis W. Rash North twenty-four degrees and fifty-seven minutes West (N 24-57 W), nine hundred seventy-five and ninety-seven one-hundredths (975.97) feet to a concrete monument and being the Southwest corner of land of the Casper Seney Heirs; thence, by and with land of the said Casper Seney Heirs North eighty-nine degrees and seven minutes East (N 89-07 E), three hundred fifty-three and forty-five one-hundredths (353.45) feet to a Beech Tree; thence, by and with the same North eighty-six degrees and twenty-one minutes East (N 86-21 E), one hundred eighty-four and twenty-four one-hundredths (184.24) feet to a concrete monument and being the Northwest corner of land of the Charles Pinder Heirs; thence, by and with land of the said Charles Pinder Heirs, the following two courses and distances: 1. South ten degrees and twenty minutes West (S 10-20W), four hundred twenty-eight and twenty-four one-hundredths (428.24) feet to a concrete monument; 2. South sixty-five degrees and two minutes East (S 65-02 E), one hundred eighty-eight and forty-two one-hundredths (188.42) feet to a concrete monument in the West line of land of Paul Robinson; thence, running by and with land of the said Paul Robinson South twenty-eight degrees and forty-two minutes West (S 28-42 W); four hundred fifty-seven and forty-five one-hundredths (457.45) feet to a concrete monument, the place of beginning--CONTAINING six and three hundred two one-thousandths (6.302) acres.

ALSO all that fifty (50.0) foot wide right-of-way, to be used in common with others, as a means of ingress, egress, and regress, to and from the above described tract or parcel of land, through and over land of Lewis W. Rash, his heirs, successors and or assigns, to the public road leading from Clark's Corner to Hayden, which is described by the following metes and bounds, courses and distances, to wit: BEGINNING at a concrete monument in the North line of the public road leading from Clark's Corner to Hayden and being the Southeast corner of land of Walter S. Clough; thence, running by and with land of the said Walter S. Clough North fifteen degrees and thirty-one minutes West (N 15-31 W), two hundred seventy and twenty one one-hundredths (270.21) feet to an iron pipe near the top of the South bank of a large drainage ditch; thence running through and over land of Lewis W. Rash, North fifty-eight degrees and thirty-six minutes East (N 58-36 E), four hundred sixty-six and eighty-six one-hundredths (466.86) feet to an iron pipe in the first

line of the above described tract or parcel of land; thence running by and with the said first line reversed South twenty-four degrees and fifty-seven minutes East (S 24-57 E), fifty and thirty-two one-hundredths (50.32) feet to a point, said point being North twenty-four degrees and fifty-seven minutes West (N 24-57 W) of, and two hundred three and thirty-six one-hundredths (203.36) feet from a concrete monument, the beginning point of the description of the aforesaid tract or parcel of land; thence running through and over land of Lewis W. Rash, the following two courses and distances: 1. South fifty-eight degrees and thirty-six minutes West (S 58-36 W), four hundred twenty-three and forty-five one-hundredths (423.45) feet; 2. South fifteen degrees and thirty-one minutes East (S 15-31 E), two hundred fifty-one and one one-hundredth (251.01) feet to a point in the North line of the public road leading from Clark's Corner to Hayden; thence by and with the North line of said public road North eighty-five degrees and nine minutes West (N 85-09 W), fifty-three and thirty-three one-hundredths (53.33) feet to a concrete monument, the place of beginning--CONTAINING eighty one one-hundredths acre, (0.810).

BEING the same and all of the land which was granted and conveyed unto Joseph E. Trossbach, Jr. and Gloria J. Trossbach, his wife, by deed bearing even date herewith, from Mercantile Investment Company, and recorded, or intended to be recorded among the land records of said Queen Anne's County immediately preceding the recording of this mortgage.

1981 JUN -5 PM 3:13  
QUEEN ANNE'S COUNTY

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TOGETHER with all hereditaments and appurtenances thereto belonging and all improvements thereon and all fixtures and accessories now or hereafter annexed or attached thereto.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of Mortgagee, its successors and assigns forever.

PROVIDED, that if Mortgagor shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by Mortgagor in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth and shall otherwise perform all of the terms, covenants and conditions of this mortgage and the note secured hereby, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

WHEREVER used herein the masculine gender shall include the feminine and neuter and the neuter gender shall include the masculine and feminine and the singular form shall include the plural and all the covenants and agreements of Mortgagor shall extend to and bind his heirs, devisees, successors and assigns.

MORTGAGOR covenants and agrees, jointly and severally, with the Mortgagee as follows:

First: That he warrants specially the property hereby conveyed; that he is seized thereof in fee simple and has a right to convey same; that he has done no act to encumber the same; that he will execute such further assurances thereof as may be requisite;

Second: That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representative and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall at the option of the Mortgagee immediately become due and owing as herein provided;

Third: That he will pay or cause to be paid when due said principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest thereon, and all other sums payable by him in accordance with the terms of this mortgage and the note secured hereby, or any renewals or extensions, and that he hereby expressly waives the benefit of all exemptions, homestead or otherwise, under the laws of this and any other state and agrees to pay the debt without any set-off whatever;

Fourth: That he will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed;

Fifth: That he will keep all improvements now or hereafter located on the premises in good repair; that he will maintain and work the premises hereby conveyed in a good and husbandlike manner; that he will commit no waste and that he will not cut or remove or permit to be cut or removed any wood or timber from said premises except for domestic use without the written consent of the Mortgagee and the Mortgagee shall have the right by injunction or otherwise to prevent the cutting or removal of any wood or timber from said premises irrespective of whether or not the balance of the security is ample to protect the Mortgagee;

Sixth: That he will permit the Mortgagee through its authorized agents to enter upon the mortgaged property at any reasonable time for the purpose of inspecting the order, condition and repair of the buildings, improvements and other collateral located on the premises and herein secured;

Seventh: That he will insure and keep insured buildings and other improvements now or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm or 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. In the event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss to the order of the Mortgagee only; instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option to the reduction of the principal balance of the debt secured hereby without regard to amortization plan or the payment of interest and property expenses, or to the restoration or repair of the damaged property. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee;

Eighth: That if at any time hereafter the said Mortgagee shall become a party to any suit or legal proceedings instituted by any third party involving the title of the land hereby conveyed, or in any way affecting the validity or integrity of the loan hereby secured, it is hereby covenanted and agreed that said Mortgagee shall have the right to employ attorneys to represent it in such suit or other legal proceedings, and to pay such attorneys' reasonable fees for legal services rendered, not in excess of five per centum of the principal of the loan hereby secured, and any sum so paid by the Mortgagee shall become a part of the debt hereby secured and shall be payable on demand; with interest from the date of payment at the rate of four percent (4%) per annum above the billing rate then in effect until paid;

Ninth: That in the event Mortgagor fails to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property herein conveyed, or fails 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 rate of four percent (4%) per annum above the billing rate then in effect, until paid;

Tenth: That notwithstanding any other provisions of this mortgage for payment of insurance premiums, taxes and assessments, Mortgagee may at its option require the same to be paid to Mortgagee in installments. That upon exercise of said option by written notice from Mortgagee, by ordinary mail, and in addition to installment payments on the mortgage debt hereby secured, Mortgagor shall pay to Mortgagee until said debt is fully paid, installments of the taxes and special assessments levied or to be levied against the premises covered by this mortgage, and installments of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies satisfactory to the Mortgagee. These installments shall be equal to the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of installment payments (whether annual, semi-annual, quarterly or monthly) that are to become due on the debt hereby secured before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the premium or premiums and taxes and assessments before the same become delinquent.

Eleventh: That he will use the proceeds of the loan secured hereby solely for the purposes set forth in his application for said loan;

Twelfth: That he hereby assigns to the Mortgagee as additional collateral all royalties or other monies due or to become due from any surface or subsurface rights or for any right or privilege other than for agricultural purposes in any way affecting or pertaining to the property hereby conveyed and all monies which may become due in any condemnation proceedings affecting the said premises and all sums received may be applied, at the option of the Mortgagee, to the discharge of any part or all of the indebtedness hereby secured, whether or not the same be due and payable or, at the option of the Mortgagee, such sums may be returned to the Mortgagor and the Mortgagor will not grant any surface or subsurface rights without the written consent of the Mortgagee;

Thirteenth: That so long as there is no default on the part of Mortgagor in any of the terms, covenants and conditions of this mortgage and the note secured hereby, the Mortgagor shall have the right to the possession and enjoyment of the property hereby conveyed, but upon default in the payment of the whole debt hereby secured or any part thereof as the same shall become due and payable or in the event of a breach of any of the terms, covenants and conditions of this mortgage, or of the note hereby secured, or in the event the Mortgagor should die or file a petition under the Bankruptcy Act or make an assignment for the benefit of creditors or become insolvent or file a petition for an arrangement with creditors, the entire debt secured by this mortgage shall, at the option of the Mortgagee, become immediately due and payable;

Fourteenth: That without affecting the liability of the Mortgagors or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, and without affecting the priority of the lien of this mortgage, Mortgagee may, at any time and from time to time, either before or after the maturity of said indebtedness, and without notice to or the consent of any party hereto or any other party; (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation or subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise or refrain from exercising or waive any right Mortgagee may have; (d) accept additional security of any kind; (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property conveyed hereby without affecting the lien priority of this mortgage on the remainder of the property, for the full amount of any indebtedness unpaid;

Fifteenth: That in the event the Mortgagee, upon default by the Mortgagor, shall take possession of the mortgaged premises as authorized by law, the Mortgagee may operate and manage or lease the same and make any reasonable and proper advances for the operation, maintenance and management of the premises and any sums so advanced shall become part of the debt hereby secured, payable immediately, with interest from the date of payment at the rate of four percent (4%) per annum above the billing rate then in effect, until paid;

Sixteenth: That upon default in the performance of any of the covenants or conditions hereof, the Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged and, upon such default, hereby authorizes the Mortgagee, its successors or assigns, to sell the property described herein and any sale under the said assent to a decree or under the said power of sale, shall be made in accordance with applicable rules of procedures issued by the Court of Appeals of Maryland and the proceeds of such sale shall be applied as follows: FIRST, to the repayment of all expenses incident to the sale, including a fee of at least \$50.00, plus a commission to the person making the sale in an amount equal to the commission allowed to trustees for making sale of real estate by virtue of a decree of a court exercising equity jurisdiction in Maryland; SECOND, to the payment of all indebtedness secured hereby, whether matured or unmatured; and THIRD, any surplus shall be distributed to whomsoever may be legally entitled thereto;

And said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half the percentage allowed as commissions to Trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commissions said Mortgagor does hereby covenant to pay as a part of the indebtedness hereby secured, and said Mortgagee, its successors or assigns, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof unless the same be accompanied by a tender of said expenses, costs and commissions but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses and commissions;

Seventeenth: That in the event said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon at the time the Mortgagee makes its election to call the loan, and all the annual crops pitched or cultivated thereon at the time of sale shall pass with the said mortgaged property to the purchaser at any such sale;

Eighteenth: This Mortgage is subject to the Farm Credit Act of 1971 and all acts amendatory thereof or supplementary thereto.

WITNESS the hand and seal of said Mortgagor.

WITNESS:

David C. Bryan  
David C. Bryan  
David C. Bryan  
David C. Bryan

Joseph E. Trossbach, Jr. (SEAL)  
Joseph E. Trossbach, Jr.  
Gloria J. Trossbach (SEAL)  
Gloria J. Trossbach  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

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

On this the 5<sup>th</sup> day of June, 19 81, before me the undersigned a Notary Public of the State of Maryland in and for the County of Queen Anne's, personally appeared Joseph E. Trossbach, Jr. and Gloria J. Trossbach, his wife,

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained; and at the same time appeared Stephen L. Hollenbeck;

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; further that the purchase money secured hereby has been paid over and disbursed by the within named Mortgagee unto either the within named Mortgagor or the person responsible for the disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery of this mortgage by the Mortgagee; 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.

Thomas L. Proder  
Notary Public

My commission expires: 7-1-82

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.

David C. Bryan  
Attorney

Note: Pursuant to Federal Statutes this mortgage is exempt from all taxation.

ALL RECORDS MWM 202 Folio 7

DOCUMENT NO. 114,105

No. \_\_\_\_\_  
Re. LIBER. MWM RECEIVED FOR RECORD \_\_\_\_\_

1983 SEP -9 AM 10:19

QUEEN ANNE'S COUNTY

# Assignment

SEP -9-83 A #24995 \*\*\*\*\*12 00

OF MORTGAGE FROM Joseph E. Trossbach, Jr. & Gloria J. Trossbach

TO The Federal Land Bank Of Baltimore AS RECORDED IN

LIBER. MWM NO. 175 FOLIO 736

Filed In  
XXXX Chancery 7438  
MAIL TO \_\_\_\_\_

53a-1

Loan No. 02202877-1

County: Maryland  
Queen Anne's

### ASSIGNMENT OF MORTGAGE FOR FORECLOSURE AND COLLECTION

The Federal Land Bank of Baltimore, a body corporate, does hereby assign to George Nier, attorney for the purpose of foreclosure and collection, the mortgage to it from Joseph E. Trossbach, Jr., dated June 5, 1981, and recorded among the Land Records of Queen Anne's County, Maryland in Liber MWM, No. 175 Folio 736, together with the note secured by same.

IN WITNESS WHEREOF, the said Federal Land Bank of Baltimore has caused the corporate name to be subscribed hereto by R. A. Chaffinch, its Vice President, and its corporate seal to be hereto affixed and attested by Susan P. Rosenberger, its Assistant Secretary, this 26th day of August, 1983.

ATTEST:

THE FEDERAL LAND BANK OF BALTIMORE

Susan P. Rosenberger  
Susan P. Rosenberger  
Assistant Secretary

R. A. Chaffinch  
R. A. Chaffinch, Vice President

*RWS*

GEORGE C. NIER, ASSIGNEE  
Plaintiff

vs

JOSEPH E. TROSSBACH, JR.  
GLORIA J. TROSSBACH  
Defendants

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
CHANCERY NO. 7438

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Debt submitted by George C. Nier, Assignee, on account of a delinquent mortgage from Joseph E. Trossbach, Jr. and Gloria J. Trossbach, his wife, to The Federal Land Bank of Baltimore, dated May 26, 1978 and recorded in Liber M.W.M. No. 175, folio 736, one of the Mortgage Records for Queen Anne's County, Maryland.

Principal amount of mortgage -----	\$52,500.00
Less reduction of principal -----	-0-
Outstanding principal due -----	\$52,500.00
Accrued interest from June 5, 1981 thru August 31, 1983 -----	8,780.03
TOTAL MORTGAGE INDEBTEDNESS as of 8/31/83 ----	\$61,280.03

Interest from 8/31/83 to accrue @ \$19.511246 per diem

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

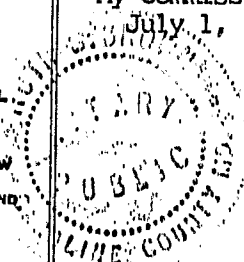
I HEREBY CERTIFY, that on this 4th day of September, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Philip G. Yost, Associate Manager of The Federal Land Bank of Baltimore, and made oath in due form of law that the matters and facts contained in the foregoing Statement of Mortgage Debt are true and correct to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Ruth S. Brown  
Notary Public

My Commission Expires:  
July 1, 1986

NIER, JARRELL  
& HUBBARD  
ATTORNEYS-AT-LAW  
DENTON, MARYLAND  
21029  
TELEPHONE 479-2118





GEORGE C. NIER, ASSIGNEE : IN THE CIRCUIT COURT  
Plaintiff  
vs : FOR QUEEN ANNE'S COUNTY  
JOSEPH E. TROSSBACH, JR.  
GLORIA J. TROSSBACH :  
Defendants : CHANCERY NO. 7438

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of September, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared Philp G. Yost, Associate Manager of The Federal Land Bank of Baltimore, 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:

(a) Said Defendants are not in the Military Service of the United States of America.

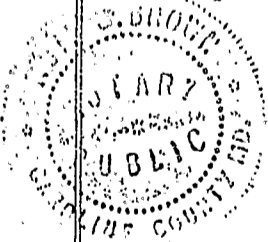
(b) Said Defendants are not in the Military Service of any Nation allied with the United States of America.

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

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

Rush S. Brown  
Notary Public

My Commission Expires:  
July 1, 1986



NIER, JARRELL  
& HUBBARD  
ATTORNEYS-AT-LAW  
DENTON, MARYLAND  
21020  
TELEPHONE 470-8112

GEORGE C. NIER, ASSIGNEE \* IN THE CIRCUIT COURT  
 PLAINTIFF \* FOR  
 vs. \* QUEEN ANNES COUNTY  
 JOSEPH EUGENE TROSSBACH, JR. \* IN  
 GLORIA JEAN TROSSBACH \*  
 DEFENDANTS \* EQUITY NO. 7438

\* \* \* \* \*

SUGGESTION OF BANKRUPTCY

Comes now the Defendants, JOSEPH EUGENE TROSSBACH, JR. and GLORIA JEAN TROSSBACH, his wife, and hereby files a Suggestion of Bankruptcy, suggesting to the Court that all further action upon the said suit against the said Joseph Eugene Trossbach, Jr. and Gloria Jean Trossbach, his wife, be stayed for that:

1. That on the 19th day of September, A.D., 1983, the said JOSEPH EUGENE TROSSBACH, JR. and GLORIA JEAN TROSSBACH, his wife, did file a Voluntary Petition in Bankruptcy in the United States Bankruptcy Court for the District of Maryland, said case being docketed as BANKRUPTCY CASE NO. 83-B-1570. Contemporaneously with the said filing, said Defendant was duly adjudged as debtors under the Bankruptcy Code, and said proceedings have not been dismissed.

2. That debt upon which the above suit is premised has been duly scheduled in said proceedings and due notice of the pendency of said bankruptcy proceedings have been given to the Plaintiff herein. The debt upon which this suit was filed is dischargeable in bankruptcy, and a discharge in bankruptcy would be a complete discharge and release of any further legal obligation of the Defendants to the Plaintiff upon the Plaintiff's claim and suit.

WHEREFORE, the premises considered, it is prayed in accordance with the provisions of Section 524(a) of the Bankruptcy Code (Title 11, USC Section 425(a)), that this Honorable Court permanently stay all further proceedings and actions of the Plaintiff against the Defendants.

AND, AS IN DUTY BOUND, ETC.,

CLT

1983 OCT -3 AM 11:59

QUEEN ANNES COUNTY

*Joseph Eugene Trossbach Jr. Gloria Jean Trossbach*

HARRY DAVIS  
 BARNES, III  
 133 NORTH STREET  
 ELKTON, MARYLAND 21921  
 TEL. (301) 392-3942

Joseph Eugene Trossbach, Jr.  
JOSEPH EUGENE TROSSBACK, JR.  
Defendant

Gloria Jean Trossbach  
GLORIA JEAN TROSSBACH  
Defendant

Harry D. Barnes, III  
HARRY DAVIS BARNES, III  
Attorney for the Defendants  
133 North Street  
Elkton, Maryland 21921  
Tel: 392-3942

I HEREBY CERTIFY, that on this 3<sup>rd</sup> day of October, 1983,  
a copy of the foregoing Suggestion of Bankruptcy, Order and Defendant's  
Exhibit "1" was mailed to GEORGE C. NIER, ASSIGNEE, Law Offices of Nier,  
Jarrell & Hubbard, P. O. Box 130, Denton, Maryland 21629-0130 by first class  
mail, postage prepaid.

Harry D. Barnes, III  
HARRY DAVIS BARNES, III

I HEREBY CERTIFY, that on this 3<sup>rd</sup> day of October, 1983,  
a copy of the foregoing Suggestion of Bankruptcy, Order and Defendant's  
Exhibit "1" was mailed to the TRUSTEE IN BANKRUPTCY, EUGENE W. CUNNINGHAM, JR.,  
ESQ., 305 West Chesapeake Avenue, Towson, Maryland 21204, by first class mail,  
postage prepaid.

Harry D. Barnes, III  
HARRY DAVIS BARNES, III

10-13-83

GEORGE C. NIER, ASSIGNEE \* IN THE CIRCUIT COURT  
 PLAINTIFF \* FOR  
 VS. \* QUEEN ANNES COUNTY  
 JOSEPH EUGENE TROSSBACK, JR. \* IN  
 GLORIA JEAN TROSSBACH \* EQUITY NO. 7438  
 DEFENDANTS \*

\*\*\*\*\*

DEFENDANTS EXHIBIT "1"

AO82B  
(8/79)

ORIGINAL

3072946

RECEIPT FOR PAYMENT  
 UNITED STATES BANKRUPTCY COURT

For The

District of \_\_\_\_\_

RECEIVED FROM

*Harry D. Barnes, III*

CASE NO. OR OTHER REFERENCE 83-B-1570 DATE 9/19/83

ACCOUNT	AMOUNT	
Filing Fee <i>Trustee - Chapter 7</i>	60	00
Copy Fee		
Miscellaneous Fee		
Recovery: U.S. Trustee		
Recovery: Standing Trustee		
Unclaimed Funds		
Other _____ (Specify)		
<b>TOTAL</b>	60	00
DEPUTY CLERK <i>J. Hall</i>	CASH	CHECK <input checked="" type="checkbox"/>
		MONEY ORDER

HARRY DAVIS  
 BARNES, III  
 155 NORTH STREET  
 ELKTON, MARYLAND 21821  
 TEL. (301) 392-3942

GEORGE C. NIER, ASSIGNEE : IN THE CIRCUIT COURT  
 Plaintiff

VS : FOR QUEEN ANNE'S COUNTY

JOSEPH E. TROSSBACH, JR.  
 GLORIA JEAN TROSSBACH :  
 Defendants : CHANCERY # 7438

AFFIDAVIT OF NOTICE

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

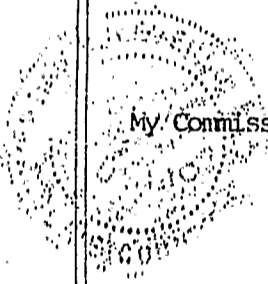
I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared GEORGE C. NIER, ASSIGNEE, and made oath in due form of law as follows:

That the Affiant did on the 16th day of December, 1983, mail by certified mail, return receipt requested, restricted delivery, to Joseph E. Trossbach, Jr. and Gloria Jean Trossbach, Rt 1 Box 91, Centreville, Maryland 21617, a notice of the time, place and terms of sale. The signed receipt by Mrs. Joseph E. Trossbach, Jr. is attached hereto.

AS WITNESS my hand and seal this 20th day of December, 1983.

*Mabel Levengood*  
 Mabel Levengood - Notary Public

My Commission Expires: July 1, 1986



SENDER: Complete items 1, 2, 3, and 4. Add your address in the "RETURN TO" space on reverse. (CONSULT POSTMASTER FOR FEES) <input type="checkbox"/> Show to whom service is requested (check one) <input type="checkbox"/> Show to whom and date delivered <input checked="" type="checkbox"/> Show to whom, date, and address of delivery. <b>RESTRICTED DELIVERY - ADDRESSEE ONLY</b> <small>(The restricted delivery fee is charged in addition to the return receipt fee.)</small>		TOTAL \$
3. ARTICLE ADDRESSED TO: Mr. & Mrs. Joseph E. Trossbach, Jr. Rt 1 Box 91 Centreville, Maryland 21617		
4. TYPE OF SERVICE: <input type="checkbox"/> REGISTERED <input type="checkbox"/> INSURED <input checked="" type="checkbox"/> CERTIFIED <input type="checkbox"/> COD <input type="checkbox"/> EXPRESS MAIL <small>(Always obtain signature of addressee or agent)</small>		ARTICLE NUMBER P304 518 274
I have received the article described above. SIGNATURE <input checked="" type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent <i>Mrs. Joseph E. Trossbach, Jr.</i>		DATE OF DELIVERY
6. ADDRESSEE'S ADDRESS (0-5 if requested)		POSTMARK 
7. UNABLE TO DELIVER BECAUSE:		7a. EMPLOYEE'S INITIALS <i>PL</i>

PS Form 3811, Dec. 1980

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

NIER, JARRELL  
 & HUBBARD  
 ATTORNEYS-AT-LAW  
 DENTON, MARYLAND  
 21020

TELEPHONE 479-2112

16 617

IN THE CIRCUIT COURT OF QUEEN ANNE'S COUNTY STATE OF MARYLAND

LINE# 16 PAGE 613

GEORGE C. NIER, ASSIGNEE Plaintiff

vs

JOSEPH E. TROSSBACH, JR. GLORIA JEAN TROSSBACH Defendants

BOND OF GEORGE C. NIER To SELL REAL ESTATE

CHANCERY # 7438

KNOW ALL MEN BY THESE PRESENTS: That we,

GEORGE C. NIER, ASSIGNEE as Principal and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIXTY TWO THOUSAND Dollars (\$ 62,000.00 ), 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.

Scaled with our seals and dated this 16th day of December, in the year of our Lord, nineteen hundred and eighty-three

WHEREAS, the above bounden GEORGE C. NIER, ASSIGNEE

by virtue of the power contained in a mortgage from Joseph E. Trossbach, Jr. & Gloria J. Trossbach of Baltimore to The Federal Land Bank 5th day of June, 19 81. bearing date the Records of Queen Anne's County and recorded among the Land No. 175 Folio 736 in Liber M.W.M. and

GEORGE C. NIER, ASSIGNEE

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

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

Signed, sealed and delivered

in the presence of

Bonnie J. Vogt

George C. Nier, Assignee

Bond with Security approved UNITED STATES FIDELITY AND GUARANTY COMPANY

Filed: CLERK 1983 DEC 22 AM 10:05 QUEEN ANNE'S COUNTY

By H. Land Johnson Attorney-in-fact

CERTIFIED COPY OF POWER OF ATTORNEY 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 373, 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 December, 1983.

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

Chy 7438

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND

IN RE:	*	
JOSEPH E. TROSSBACH, JR.	*	
and	*	
GLORIA J. TROSSBACH	*	Case No. 83-B-1570
Debtors	*	
<hr/>		
THE FEDERAL LAND BANK OF BALTIMORE and GEORGE NIER, ASSIGNEE	*	
Movants	*	
v.	*	Motion No. M83-0217B
JOSEPH E. TROSSBACH, JR.	*	
and	*	
GLORIA J. TROSSBACH	*	
and	*	
EUGENE W. CUNNINGHAM, JR., TRUSTEE	*	
Respondents	*	

\*\*\*\*\*

CONSENT ORDER MODIFYING  
AUTOMATIC STAY OF FORECLOSURE

Upon the motion for relief from stay of The Federal Land Bank of Baltimore and George Nier, assignee, and the consent of the respondents filed in this case, it is this 15th day of November, 1983, by the United States Bankruptcy Court for the District of Maryland

ORDERED, that the stay of §362 of the Bankruptcy Code be, and it hereby is, lifted to permit The Federal Land Bank of Baltimore and George Nier, its assignee, to foreclose its

RECEIVED  
CLERK OF COURT  
1983 DEC 29 AM 9:18  
JULIA WATSON'S COUN



mortgage to realize on its security and, in doing so, is authorized to sell the property described in the mortgage in conjunction with the prosecution of a foreclosure proceeding in a state court of competent jurisdiction, and it is further

ORDERED, that Joseph E. Trossbach, Jr. and Gloria J. Trossbach, the debtors, be, and they hereby are, directed to deliver possession of such property to the movants, to a foreclosure trustee, to the bankruptcy trustee, or to any other successor to their interest in such property, at such time as possession of such property may be requested from them, and it is further

ORDERED, that the movants or any foreclosure trustee acting for the movants, be, and they hereby are, directed to pay over any surplus arising from any foreclosure sale that may be conducted, over and above that sum necessary to pay the secured claim of the plaintiff, and to pay the costs and expenses incidental to such sale and to such foreclosure proceeding, to Eugene W. Cunningham, Jr., bankruptcy trustee.

  
James F. Schneider  
United States Bankruptcy Judge

cc: Michael J. Schwarz, Esquire  
Eugene W. Cunningham, Esquire  
Harry D. Barnes, III, Esquire

GOERGE C. NIER

LIBER 16 PAGE 622

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY

Assignee  
Plaintiff

Vs.

IN EQUITY, No. 7438

JOSEPH E. TROSSBACH, JR.

GLORIA JEAN TROSSBACH

Defendants

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of George C. Nier, Assignee, in the above entitled cause, respectfully shows:

First: That Joseph E. Trossbach, Jr. and Gloria Jean Trossbach, his wife, executed a mortgage to The Federal Land Bank bearing date the 5th day of June, 1981, and recorded in Liber M.W.M. 175, Folio 736, etc., one of the Mortgage Record Books for Queen Anne's County, aforesaid, which has been duly assigned to George C. Nier for the purpose of foreclosure and collection, as will more fully appear by reference to a certified copy of said mortgage filed in this proceeding.

Second: That, after default occurred in the covenants and conditions of said mortgage and after having given bond as required by law, with surety approved by the Clerk of the Circuit Court for Queen Anne's County, for the faithful performance of his trust, and after having complied with all other prerequisites of law and said mortgage, and after having given more than twenty days' notice of the time, place, manner and terms of sale by advertisement inserted in The Record Observer, a newspaper printed and published in Queen Anne's County, Maryland, as will appear by a printer's certificate of said advertisement filed herewith, your Assignee did attend at public sale, at the premises near the town of Price's Station, Maryland, on December 30, 1983, at 11:00 o'clock P. M., and then and there proceeded to sell the property mentioned in said mortgage, and described as follows:

SEE SCHEDULE A - ATTACHED HERETO & INCORPORATED HEREIN

CLERK

1984 JAN -15 PM 12:12

QUEEN ANNE'S COUNTY

SCHEDULE A

ALL that tract or lot of land situate, lying and being in the Second Election District of Queen Anne's County, State of Maryland, on the north side of the public road leading from Hayden's Station to Clark's Corner, bounded on the west by the land of Howard Stant, on the north by the lands of W. Calvin Gray, Jr., et al., on the East by the land of Samuel Fawra and Charles Pinder and by the land formerly owned by James O. Murphy and contained within the following metes and bounds, courses and distances, according to a survey of the same made September the 13th, 1943 by Samuel G. Bye & Son, surveyors and to their certificate of said survey, to wit:

BEGINNING for the same at a point in the middle of said road and at the southwest corner of the land hereby conveyed and in the line of other land of Howard Stant; and running thence by and with said Stant lands North 14 degrees West, 1450 feet to a point marked by a post, a corner for the land hereby conveyed and for that formerly of Casper Seney; and thence by and with the last named land and the land of W. Calvin Gray, Jr., et al., North 88 degrees East, 1116 feet to a point marked by a stone in the edge of the woods; thence South 9 degrees East, 271 feet and 7 inches to a stone on the edge of a ditch bank; thence South 79 degrees West, 184 feet to a point marked by a stone; thence South 2-1/2 degrees East, 103 feet to a point marked by a stone; thence North 88 degrees East, 353 feet to a beech tree; thence North 85 degrees East, 184.4 feet to a point a corner of the land formerly of Charles Pinder at which a stake has been driven in the ground; thence with the line of the last named land South 10 degrees West, 430 feet to a point marked by a stone; thence South 82-1/2 degrees East, 175 feet to the center of an old road; thence with the line of said old road the two following courses, to wit: South 28 degrees West, 467.5 feet and South 21 degrees West 355 feet to a point in the middle of the public road above mentioned; thence by and with the center of the said public road North 86 degrees West, 633.6 feet and North 83-1/2 degrees West, 300 feet to the place of beginning; containing 40.89 acres of land more or less.

SAVING AND EXCEPTION therefrom the following tracts of land:

(1) All that parcel conveyed to Howard J. Stant by deed, dated December 6, 1945, from Wesley Demby and recorded among the land records of said Queen Anne's County in Liber A.S.G. No. 12, folio 390, and described therein as follows, to wit: BEGINNING for the same in the center of the Sugar Loaf Tax Ditch at the point where said center of said ditch crosses the aforesaid public road, thence in a Westerly direction to the division line now existing between the property formerly of Wesley Demby and other property of the said Howard J. Stant, thence North 14

degrees West fourteen hundred and fifty feet with said division line aforesaid to a post; thence North 88 degrees East to the center of the aforesaid Sugar Loaf Tax Ditch, thence in a Southerly direction by and with the center of the aforesaid Tax Ditch to the point of beginning, containing five acres of land, more or less.

(2) All that parcel of land conveyed to Harry P. Jester and Norma Lee Jester by deed, dated April 9, 1960, from Lewis W. Rash et ux. and recorded in Liber T.S.P. No. 54, folio 473, and described therein as follows, to wit: BEGINNING for the same at a point on the Northern right-of-way of the public road leading from Hayden Station to Clark's Corner at a ditch where the land hereby conveyed corners with the land of Howard Stant, thence in a Northerly direction along and with said ditch a distance of 57 feet to a point in said ditch where it intersects another ditch, thence in an Easterly direction along and with the second mentioned ditch a distance of 336 feet, more or less, to a point in said ditch marked by a stake or pipe, thence in a Southerly direction a distance of 300 feet, more or less, to a Northern right-of-way of the above mentioned Hayden Station-Clark's Corner Road said point being 360 feet from the place of beginning, thence in a Westerly direction along and with the Northern right-of-way of the said Hayden Station Clark's Corner Road, a distance of 360 feet to the place of beginning.

(3) All that parcel of land and the 50' wide right-of-way to the same conveyed to Samuel Fawra by deed, dated March 18, 1969, from Lewis W. Rash et ux. and recorded in Liber C.W.C. No. 42, folio 676, and described therein as follows, to wit: BEGINNING at a concrete monument at the Southern corner of herein described tract or parcel of land and being a corner of land of Paul Robinson and land of Lewis W. Rash; thence, running by and with land of the said Lewis W. Rash North twenty-four degrees and fifty-seven minutes West (N 24-57 W), nine hundred seventy-five and ninety-seven one-hundredths (975.97) feet to a concrete monument and being the Southwest corner of land of the Casper Sency Heirs; thence, by and with land of the said Casper Sency Heirs North eighty-nine degrees and seven minutes East (N 89-07 E), three hundred fifty-three and forty-five one-hundredths (353.45) feet to a Beech Tree; thence, by and with the same North eighty-six degrees and twenty-one minutes East (N 86-21 E), one hundred eighty-four and twenty-four one-hundredths (184.24) feet to a concrete monument and being the Northwest corner of land of the Charles Pinder Heirs; thence, by and with land of the said Charles Pinder Heirs, the following two courses and distances: 1. South ten degrees and twenty minutes West (S 10-20 W), four hundred twenty-eight and twenty-four one-hundredths (428.24) feet to a concrete monument; 2. South sixty-five degrees and two minutes East (S 65-02 E), one hundred eighty-eight and forty-two one-hundredths (188.42) feet to a concrete monument in the West line of land of Paul Robinson; thence, running by and with land of the said Paul Robinson South twenty-eight degrees and forty-two minutes West (S 28-42 W); four hundred fifty-seven and forty-five one-hundredths (457.45) feet to a concrete monument, the place of beginning--CONTAINING six and three hundred two one-thousandths (6.302) acres.

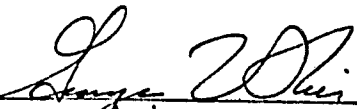
ALSO all that fifty (50.0) foot wide right-of-way, to be used in common with others, as a means of ingress, egress, and regress, to and from the above described tract or parcel of land, through and over land of Lewis W. Rash, his heirs, successors and or assigns, to the public road leading from Clark's Corner to Hayden, which is described by the following metes and bounds,

courses and distances, to wit: BEGINNING at a concrete monument in the North line of the public road leading from Clark's Corner to Hayden and being the Southeast corner of land of Walter S. Clough; thence, running by and with land of the said Walter S. Clough North fifteen degrees and thirty-one minutes West (N 15-31 W), two hundred seventy and twenty one one-hundredths (270.21) feet to an iron pipe near the top of the South bank of a large drainage ditch; thence running through and over land of Lewis W. Rash, North fifty-eight degrees and thirty-six minutes East (N 58-36 E), four hundred sixty-six and eighty-six one-hundredths (466.86) feet to an iron pipe in the first line of the above described tract or parcel of land; thence running by and with the said first line reversed South twenty-four degrees and fifty-seven minutes East (S 24-57 E), fifty and thirty-two one-hundredths (50.32) feet to a point, said point being North twenty-four degrees and fifty-seven minutes West (N 24-57 W) of, and two hundred three and thirty-six one-hundredths (203.36) feet from a concrete monument, the beginning point of the description of the aforesaid tract or parcel of land; thence running through and over land of Lewis W. Rash, the following two courses and distances: 1. South fifty-eight degrees and thirty-six minutes West (S 58-36 W), four hundred twenty-three and forty-five one-hundredths (423.45) feet; 2. South fifteen degrees and thirty-one minutes East (S 15-31 E), two hundred fifty-one and one one-hundredth (251.01) feet to a point in the North line of the public road leading from Clark's Corner to Hayden; thence by and with the North line of said public road North eighty-five degrees and nine minutes West (N 85-09 W), fifty-three and thirty-three one-hundredths (53.33) feet to a concrete monument, the place of beginning--CONTAINING eighty one one-hundredths acre, (0.810).

IT BEING THE SAME LAND described in a deed from Mercantile Investment Company to Joseph H. Trossbach, Jr. and Gloria Jean Trossbach, his wife, dated June 5, 1981 and recorded in Liber M.W.M. No. 175, folio 732, one of the Land Records for Queen Anne's County, Maryland.

Your Assignee then and there sold the said property to The Federal Land Bank, he being the highest bidder therefore, at the sum of THIRTY FIVE THOUSAND (\$ 35,000.00 ), and said purchaser have satisfactorily complied with the terms of sale.

Respectfully submitted,

  
\_\_\_\_\_  
Assignee  
George C. Nier

**STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:**

I HEREBY CERTIFY, That on this 30th day of December, 19 83, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, aforesaid, personally appeared GEORGE C. NIER Assignee, 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, and further made oath pursuant to the requirements of the Soldiers' and Sailors' Civil Relief Acts that the Mortgagor ~~is~~(are) not in the military service of the United States, and ~~has~~ have not been in such service within three months prior hereto, and show the following facts relative to the status of the Mortgagor :

Witness my hand and Notarial Seal.  
My Commission Expires: July 1, 1986

  
\_\_\_\_\_  
Notary Public.

GEORGE C. NIER, ASSIGNEE : IN THE CIRCUIT COURT  
 Plaintiff

vs : FOR QUEEN ANNE'S COUNTY

JOSEPH E. TROSSBACH, JR.  
 GLORIA JEAN TROSSBACH :  
 Defendants : CHANCERY NO. 7438

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 30th day of December, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Philip G. Yost, Associate Manager of The Federal Land Bank of Baltimore, and made oath in due form of law as follows:

- (1) That he was not acting as the agent for anyone other than The Federal Land Bank of Baltimore.
- (2) That no others are interested as principals.
- (3) That he, nor any of his employers, agents, attorneys, or representatives, directly or indirectly, discouraged anyone from bidding for the said property.

AS WITNESS my hand and seal the date first above written.

WITNESS:

*[Signature]*

*[Signature]*

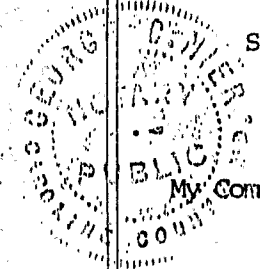
Philip G. Yost,  
Associate Manager of  
The Federal Land Bank of Baltimore

(SEAL)

SUBSCRIBED AND SWORN to before me this 30th day of December, 1983.

*[Signature]*  
Notary Public

My Commission Expires: 7/1/86



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

STATE OF MARYLAND  
 CAROLINE COUNTY

GEORGE C. NIER, ASSIGNEE  
Plaintiff

:

IN THE CIRCUIT COURT

VS

:

FOR QUEEN ANNE'S COUNTY

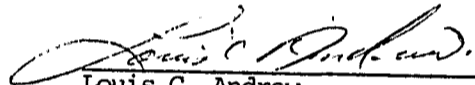
JOSEPH E. TROSSBACH, JR.  
GLORIA JEAN TROSSBACH  
Defendants

:

CHANCERY NO. 7438

MEMORANDUM OF SALE

I, LOUIS C. ANDREW, do hereby make oath in due form of law, that I, as auctioneer, did sell to The Federal Land Bank of Baltimore, Denton, Maryland, (it being the highest bidder) the property mentioned in the Petition For Foreclosure on December 30, 1983 at 11:00 a.m. for a total sales price of \$35,000.00.



\_\_\_\_\_  
Louis C. Andrew  
Auctioneer

NIER, JARRELL  
& HUBBARD  
ATTORNEYS-AT-LAW  
DENTON, MARYLAND  
21020  
TELEPHONE 470-2112

2004 JAN -5 11:12:11  
QUEEN ANNE'S COUNTY

ORDER NISI ON SALE

GEORGE C. NIER, Assignee  
Plaintiff

vs.

JOSEPH E. TROSSBACH, JR.  
GLORIA JEAN TROSSBACH  
Defendants

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

Cause No. 7438

ORDERED, this 5th day of January, 1984, that the sale of the real property, made and reported in this cause by George C. Nier, Assignee, be ratified and confirmed, on or after the 6th day of February, 1984, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 30th day of January, 1984.

The report states the amount of sales to be \$ 35,000.00.

*Marguerite H. Mankie* Clerk

Filed January 5, 1984



Centreville, Md. 12/14 19 83

### We Hereby Certify

That the annexed advertisement of  
Sale - Trossbach

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 Dec. 1983.

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER/BAY TIMES was on the  
14th day of Dec.  
1983, and the last insertion on the  
28th day of Dec.  
1983.

Publishers, Record Observer

Per Walter J. M. Murrell

NOT JAN 25 1984 22

QUEEN ANNE'S COUNTY

## Assignee's Sale

OF  
APPROXIMATELY 21 ACRES

On the North Side of Hayden-Clark Road

Under and by virtue of the Power of Sale contained in a Mortgage from Joseph E. Trossbach, Jr. and Gloria J. Trossbach to the Federal Lend Bank of Baltimore, dated June 5, 1981, and recorded in Liber M.W.M. No. 175, folio 736, one of the Land Records for Queen Anne's County, Maryland, default having occurred under the terms of said mortgage, the undersigned Assignee will offer and expose at public sale to the highest bidder at the premises, located on Hayden-Clark Road on

**FRI., DEC. 30, 1983**

beginning at 11:00 a.m., the following described property:

ALL that farm, piece or parcel of land, located on the northerly side of said Hayden-Clark Road, containing 21 acres of land, more or less, of which approximately 15 acres is tillable and 6 acres is woodland, and improved by a brick and frame, one and one-half story dwelling of approximately 2,000 square feet, and also improved by a concrete block and frame barn of approximately 2,600 square feet.

IT BEING THE SAME LAND described in a deed from Merchantile Investment Company dated June 5, 1981, and recorded among the Land Records for Queen Anne's County, Maryland in Liber M.W.M. No. 175, folio 732.

TERMS OF SALE: The sum of Five Thousand (\$5,000) Dollars by cashier's check, certified check or cash on the day of sale and the balance to be paid within ten (10) days after final ratification of the sale by the Circuit Court for Queen Anne's County, Maryland. The credit portion of the purchase price to bear interest at ten percent (10%) per annum accounting from the date of sale to the date of settlement. In the event the successful bidder does not settle as required herein, the deposit shall be forfeited and the property readvertised for sale at the purchaser's expense and risk.

Settlement on the sale shall take place at the address set forth below or such other place as shall be mutually agreed upon by the parties. Conveyance shall be by Assignee's deed without covenant or warranty, express or implied. 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 Assignee, or his agents, made available to prospective bidders. All loss or damage to the above described property from and after date of sale will be at the risk of the successful bidder.

Cost of all recording costs, documentary stamps, transfer tax and title examination shall be at the expense of the purchaser. State and County taxes and insurance premiums shall be prorated as of the date of sale. The agricultural transfer tax, if required, shall be borne entirely by the purchaser.

Representations as to the dimensions and acreage are for the purpose of identification only. Sellers shall not be responsible for accuracy of acreage. For inspection of premises please arrange an appointment with the Assignee.

George C. Nier, Assignee  
NIER, JARRELL & HUBBARD  
3 N. First Street, P.O. Box 130  
Denton, Maryland 21629  
479-2112

RB-12-14-31-012

Centreville, Md. 1/25 19 84

**We Hereby Certify**

That the annexed advertisement of Order Nisi Trossbach

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 Jan. 19 84.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 11th day of Jan.

19 84, and the last insertion on the 25th day of Jan. 19 84.

Publishers, Record Observer

Per [Signature]

**ORDER NISI  
ON SALE  
GEORGE C. NIER,  
Assignee Plaintiff**  
vs.  
**JOSEPH E. TROSSBACH,  
JR.  
GLORIA JEAN  
TROSSBACH**  
Defendants

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

**Cause No. 7438**

ORDERED, this 5th day of January, 1984, that the sale of the real property, made and reported in this cause by George C. Nier, Assignee, be retified and confirmed, on or after the 6th day of February, 1984, unless cause to the contrary thereof be previously shown; provided a copy of this order be inserted in some newspaper published in Queen Anne's County, Maryland, once in each of three successive weeks before the 30th day of January, 1984.

The report states the amount of sales to be \$35,000.00

Marguerita W. Mankin  
Clerk  
True Copy, Test:  
Marguerite W. Mankin  
Clerk

By: Batty M. Comegys  
Deputy Clerk

Filed January 5, 1984

RB-1-11-31-012

**FILED**

FEB 16 1984

CIRCUIT COURT  
QUEEN ANNE'S CO.

ORDER NISI

GEORGE C. NIER, ASSIGNEE

Plaintiff

Vs.

JOSEPH E. TROSSBACH, JR.

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY

IN EQUITY, No. 7438 Chy.

ORDERED, this \_\_\_\_\_ day of January 19 84, that the sale of the property mentioned in these proceedings, made and reported by George C. Nier, Assignee

be RATIFIED AND CONFIRMED, on or after the \_\_\_\_\_ day of 19 84, 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 \_\_\_\_\_ day of 19 84

The Report states the amount of sales to be \$ 35,000.00

Clerk.

FINAL ORDER RATIFICATION OF SALE

GEORGE C. NIER, ASSIGNEE

Plaintiff

Assignee

Vs.

JOSEPH E. TROSSBACH, JR.

GLORIA JEAN TROSSBACH

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY

IN EQUITY, No. 7438 Chy.

ORDERED, This 17th day of December February, 1984, by the Circuit Court for Queen Anne's County, in Equity, that the sale of the property mentioned in these proceedings by George C. Nier Assignee,

he and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the previous Order of this Court; and the Assignee is (xxx) allowed the usual commissions and all expenses, not personal, for which he shall produce vouchers to the Auditor.

CLAYTON C. CARTER

Judge

1984 JUN 5 11 12-12  
QUEEN ANNE'S COUNTY

CIRCUIT COURT  
QUEEN ANNE'S COUNTY

1987 16 PAGE 631

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

GEORGE C. NIER, :  
 Assignee :  
 :  
 v. : Chancery #7438  
 :  
 JOSEPH E. TROSSBACH, JR. :  
 GLORIA J. TROSSBACH :  
 Defendants :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		\$ 35,000.00	
Interest (See Note A)			
Real property taxes \$ 257.86			
from 02/23 to 06/30/84			
128 days @ \$00.705		<u>90.24</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 35,090.24
COMMISSIONS, payable to Fiduciary	\$ 1,900.00		
EXPENSES OF SALE			
Court costs	\$ 184.50		
Advertising			
Notices of sale	280.00		
Report of sale	63.00		
Bond premium	248.00		
Auctioneer's fee	87.50		
Real property taxes paid	257.86		
Certified mail	<u>4.90</u>	1,125.76	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 45.00		
Postage & copies	<u>2.00</u>	<u>47.00</u>	<u>3,072.76-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 32,017.48

1984 JUL 20 PM 2:46

## INDEBTEDNESS DUE UNDER MORTGAGE

Principal per Statement of Debt	\$ 52,500.00-
Interest to 08/31/83, per Statement	8,780.03-
Interest of \$52,500.00 @11.5% 09/01/83 to 10/24/83 54 days at \$16.77	905.58-
Credit for stock redemption on 10/24/83 (Note C)	2,625.00
Interest on \$49,875.00 10/25/83 to 02/23/84 121 days at \$15.93	<u>1,927.53-</u> \$ 61,488.14-
NET CREDIT FROM CREDITOR/PURCHASER on 02/23/84 (See Note A)	<u>32,017.48</u>
BALANCE OWED BY DEBTORS after credit	\$ 29,470.66-
INTEREST 02/23/84 to 04/23/84 60 days @ \$ 9.41	<u>564.60-</u>
DEFICIT	\$ 30,035.26-

Note A: Net amount used by Creditor to discharge responsibilities as sale purchaser for deposit and pre-settlement interest credited as of date of sale in accordance with Weismiller v. Bush, 56 Md.App. 593, and the Report filed in Chancery #7107, which is incorporated by reference in this Audit.

Note B: For creditor's accounting practices, see the Report filed today in Chancery #7260, which is incorporated here by reference.

Note C: Information concerning stock credit received from Mr. Yost of the Mortgage on 7/16/84.

NOTICE

The attached Account was filed on July 20, 1984. Exceptions to the Account must be filed within ten (10) days of that date. If timely exceptions are not filed, the Account may thereupon be ratified. The amount allowed to each claimant is stated in the attached Account.

## 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 #7438. 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.

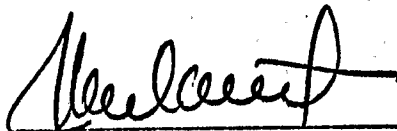
I further certify that on July 20, 1984, copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 2-543 and Second Circuit Rule 12 d were mailed to the following:

George C. Nier, Esquire  
Post Office Box 130  
Denton, Maryland 21629

Joseph E. Trossbach, Jr.  
Route 1, Box 91  
Centreville, Maryland 21617

Gloria J. Trossbach  
Route 1, Box 91  
Centreville, Maryland 21617

Eugene W. Cunningham, Jr., Esquire  
Trustee in Bankruptcy  
Suite 310  
305 West Chesapeake Avenue  
Towson, Maryland 21204



John W. Sause, Jr.  
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

GEORGE C. NIER,  
Assignee

:

:

:

v.

:

Chancery #7438

JOSEPH E. TROSSBACH, JR.  
GLORIA J. TROSSBACH

:

:

Defendants

:

: : : : :

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor and it appearing from the Auditor's Certification that the requirements of Rule 2-543 (e) have been met, and no exceptions having been filed within 10 days of the date when the Account was filed, it is this ~~31st~~ day of July, 1984, by the Circuit Court for Queen Anne's County,

ORDERED that the Account of the Auditor is hereby ratified and confirmed, and the Fiduciary shall apply the proceeds accordingly with a due proportion of interest after same has been or may be received.

  
\_\_\_\_\_  
JUDGE

1984 AUG -1 PM 2:50

RONALD G. RAYNE,  
and  
DONALD C. DAVIS,  
SUBSTITUTE TRUSTEES  
Plaintiffs

VS

RAYMOND N. KESNER  
and  
M. JANE KESNER  
Defendants

\* NO. 7376 EQUITY  
\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* STATE OF MARYLAND

\* \* \* \* \*

MAY 11-83 A 929314 \*\*\*\*\*60 00

ORDER TO DOCKET SUIT FORECLOSING DEED OF TRUST

MR. CLERK:

PLEASE docket the above entitled case and file herewith the Deed of Trust dated December 30, 1980, in the original principal amount of FIFTY THOUSAND DOLLARS (\$50,000.00 ), from RAYMOND N. KESNER and M. JANE KESNER, his wife, said Deed of Trust recorded among the Land Records for Queen Anne's County, Maryland in Liber M.W.M. No. 171, Folio 824, et seq., Ronald G. Rayne and Donald C. Davis having been named Substitute Trustees herein.

LAW OFFICES: PERDUE, RAYNE & DAVIS, PROFESSIONAL ASSOCIATION

*Ronald G. Rayne*  
\_\_\_\_\_  
Ronald G. Rayne  
Substitute Trustee

*Donald C. Davis*  
\_\_\_\_\_  
Donald C. Davis  
Substitute Trustee

CLERK OF COURT  
1983 MAY 11 AM 11:20  
QUEEN ANNE'S COUNTY

PERDUE, RAYNE & DAVIS, P.A.  
212 East Main Street  
Salisbury, Maryland 21801  
301/749-2211



CONSTRUCTION DEED OF TRUST

THIS DEED OF TRUST, made this 30<sup>th</sup> day of December, 1980, by and between RAYMOND N. KESNER and M. JANE KESNER, His Wife, hereinafter referred to as Parties of the First Part, and WILLIAM F. BROOKS, JR., and DONNA M. PITIMAN Trustees, as hereinafter set forth, Parties of the Second Part.

\$10,000.00 of this Deed of Trust represents Purchase Money.

WHEREAS, the Parties of the First Part are justly indebted unto SECOND NATIONAL BUILDING & LOAN, INC., Beneficiary, hereinafter referred to as Lender, in the principal sum of FIFTY THOUSAND DOLLARS (\$50,000.00), as evidenced by a deed of trust note of even date herewith from the Parties of the First Part to Lender for said principal sum; and

WHEREAS, said sum of FIFTY THOUSAND DOLLARS (\$50,000.00) will be advanced by Lender pursuant to the terms and provisions of a separate construction agreement of even date herewith; and

WHEREAS, the Parties of the First Part have agreed to repay the said sum so advanced in the manner following: Interest only at the rate of Prime Plus Two \*\* percent (\*plus 2\*\*%) per annum, from the date, and on the aggregate portion of said sum which has been disbursed from time to time by Lender to Parties of the First Part under the terms of said construction agreement, said interest being payable monthly on the 5th day of each month for the period of construction which shall not exceed Twelve (12) months from the date hereof, and the principal and all accrued interest shall be due and payable on or before January 1, 1982, said principal and interest being payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment.

WHEREAS, it is a condition precedent to the granting of the aforesaid loan by the Lender to the Parties of the First Part these presents be executed to secure the payment of said indebtedness as aforesaid, and to secure the performance of the obligations, covenants and agreements of this Deed of Trust.

NOW THEREFORE, this Deed of Trust WITNESSETH: That the Parties of the First Part, in consideration of the premises and the sum of Ten Dollars (\$10.00), the receipt whereof prior to the signing of and delivery of these presents is acknowledged, do hereby grant and convey unto the Parties of the Second Part, Trustees, as joint tenants, in fee simple, the following described land and premises, that is to say:

Lot 33, Section 2, Queen Anne Woods, Queen Anne's County, Maryland

WM 23-01 A #2000 11/17/80  
WM 23-01 A #2000 11/17/80  
WM 23-01 A #2000 11/17/80

\* The Prime Rate referred to herein shall be the Prime Rate as established from time to time by Mercantile Safe Deposit Trust Company, Baltimore, Maryland, adjusted daily in the event of a change in Prime Commercial Rate.  
\*\* There shall be a maximum rate of interest of eighteen percent (18%) and a minimum of twelve (12%) percent.

RECORDED  
CLERK, CIRCUIT COURT  
1981 JAN 23 PM 11:22  
QUEEN ANNE'S COUNTY

TOGETHER with the buildings and improvements now or hereafter standing thereon, the present and future hereditaments and appurtenances thereunto belonging or thereunto appertaining and the apparatus, chattels and fixtures now or hereafter attached to or used in connection with said buildings and improvements, which the Parties of the First Part represent as annexed to and forming a part of the realty and is subject to the lien of this Deed of Trust.

TO HAVE AND TO HOLD the same unto and to the use of the Parties of the Second Part, as Trustees, in fee simple.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said Parties of the First Part, their heirs or assigns to use and occupy said land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for their sole use and benefit, until default be made in the performance of any of the terms or conditions in said note, or of the terms, conditions, agreements and covenants contained in these presents, or until default be made in the payment of any proper cost or expense in and about the same as hereinafter provided, whereupon the whole indebtedness secured hereby shall become immediately due and payable; and

In trust to release and reconvey or partially release and reconvey the aforesaid land and property or any part thereof to the Parties of the First Part, at the cost of the Parties of the First Part, upon payment or partial payment (of such sums as may be agreed upon between the parties) of the aforesaid note and upon payment of all sums expended by the Beneficiary to fulfill any one or more of the covenants or agreements of this Deed of Trust, to be made by the Parties of the First Part and not fulfilled, and upon payment of all other costs, expenses, charges and fees herein provided to be paid by the Parties of the First Part and not so paid, and the Parties of the First Part agree that prior to the execution and delivery of any partial or complete release of this Deed of Trust, each Trustee acting hereunder shall be entitled to receive the sum of Fifteen Dollars (\$15.00); said sum to be in addition to any reasonable legal fees incurred by said Trustee in connection with the execution and delivery of such release; and

In trust to secure Lender the repayment of the indebtedness evidenced by the note of Parties of the First Part of even date herewith in the amount aforesaid, with interest thereon, the repayment 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 Parties of the First Part herein contained;

AND UPON THIS FURTHER TRUST, that (1) upon failure to erect certain improvements upon the aforesaid land (a) on or before TWELVE (12) months from the date hereof or (b) in accordance with the plans and specifications referred to in the construction agreement, free and discharged from all liens and claims of mechanics and materialmen, or (2) upon default by Parties of the First Part in the performance of any of the terms or provisions of said construction agreement, or (3) upon breach of any of the warranties or representations by Parties of the First Part therein contained, or (4)

...and upon default in the performance of any of the terms and conditions of said note or of any of the terms, conditions, agreements and covenants herein contained, it shall be lawful for said Trustees at the request of said Lender, without notice, to sell said land and premises, or any parts thereof, at public auction at such time and place and upon such terms and conditions, in such parcels, and after such previous public advertisement as said Trustees in the execution of this Trust shall deem advantageous and proper, which sale shall be made in accordance with the provisions of the Code of Public General Laws of Maryland and the Maryland Rules of Procedure, or any other general or local laws of the State of Maryland relating to Deeds of Trust, including any amendments or supplements or additions thereto, which do not materially impair the remedy; and said Trustees may convey the same in fee simple, upon compliance with the terms of sale, to and at the cost of the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply, first to pay all proper costs, charges, and expenses incident to such sale, including all fees and costs herein provided for, and including a counsel fee in the amount of \_\_\_\_\_ and all monies advanced for taxes, insurance and assessments provided interest thereon as provided herein, and all taxes, general and special, due on the said premises and land at the time of sale, and all money advanced and expended by the Lender on any other account in accordance with terms, conditions, and covenants in this Deed of Trust and the note secured hereby, and to retain as compensation a commission computed on the amount of such sale and equal to the same allowed by Equity Courts in the jurisdiction where such sale is made or, in the event that proceedings shall be commenced for the sale of the property herein described, or any part thereof, under the powers herein granted, or otherwise, and a settlement of the indebtedness is made after proceedings commence and before sale, the Parties of the First Part hereby covenant and agree to pay all expenses incurred up to the day of settlement, including advertisement, attorney's fee as hereinbefore set forth, court costs and one-half of the commissions hereinbefore provided for computed on the amount of indebtedness, as if the sale had been completed, and no proceedings commenced under the powers herein granted or otherwise shall be stopped or stayed until all fees, costs and commissions shall have been paid; secondly to pay whatever sum may be then owing to said Lender, and the residue, if any, to the said Parties of the First Part, their heirs and assigns, upon surrender and delivery to the purchaser or purchasers, his or their heirs or assigns, of possession of the aforesaid premises so sold and conveyed, less the expense, if any, of obtaining possession and less the expense of repairing and restoring the said premises as the result of any waste or damage to the said premises not covered by insurance.

And, upon compliance with the terms and conditions of said note, and of the terms, conditions, agreements and covenants contained in these presents, to release and re-convey said land and premises unto the said parties of the First Part, their heirs or assigns, at their cost.

And, the Parties of the First Part, for themselves, their heirs, executors, administrators, personal representatives, successors and assigns covenant and agree that they will pay the indebtedness, as hereinbefore provided, and in addition to the monthly payments of principal and/or interest payable under the terms of the note secured hereby, they will pay the holder of said note, on the same day of each month until said note is fully paid, the following sums: (a) The 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 premises 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), less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become due and payable, such sums to be held by the holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, when the same become due and payable; (b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby will be added together and the aggregate amount thereof shall be paid by the Parties of the First Part in a single payment to be applied by the holder of the note to the following items in the order set forth: (1) Ground rents, if any, taxes, special assessments, fire and other hazardous insurance premiums; (2) Interest on the note secured hereby and; (3) Amortization of the principal of said note. Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Parties of the First Part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust.

If the total of the payments made by the Parties of the First Part under the paragraph preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes, or assessments or insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the Parties of the First Part. If, however, the monthly payments made by the Parties of the First Part under said paragraph shall not be sufficient to pay ground rents, taxes, assessments, and insurance premiums, as the case may be, when the same shall become due and payable then the Parties of the First Part shall pay to the holder of said note any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Parties 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 hereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the Parties of the First Part the balance remaining in the funds accumulated under the provisions of said paragraph. 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 shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, as the case may be, the balance then remaining in the funds accumulated under said paragraph as a credit against the amount of principal then remaining unpaid under said note.

AND THE SAID PARTIES OF THE FIRST PART do further covenant and agree that they will pay all taxes, assessments, water rents, and other governmental or municipal charges, fines or impositions, and ground rents, for which provisions have not been made hereinbefore and will promptly deliver the official receipt therefor to the holder of said note, and in default of such payment by the Parties 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, payable on demand, and said payments by the holder of the note shall bear interest at the then current rate and shall be secured by this Deed of Trust.

AND, the said Parties of the First Part do hereby covenant and agree that at their own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid to keep said premises insured against loss by fire, windstorm, war damage or any other hazard in such insurance company or companies, and in an amount designated by said Lender, not in excess of the face amount of said note; and in the event the premises covered by this agreement, or any part thereof, shall be damaged by fire, windstorm, or other hazard against which such insurance is held, the amounts paid by any insurance company pursuant thereto shall, to the extent of the indebtedness then remaining unpaid, be paid to the Lender and, at its option, may be applied to the debt or refused for repairing or rebuilding of the said premises.

AND, the said Parties of the First Part do further covenant and agree to maintain the improvements forming part of the property described herein in as good a state of repair as at the date hereof, reasonable depreciation alone being excepted, and in conformity to any and all laws, regulations and ordinances applicable thereto, and to make any repairs to said premises within 60 days after written notices to do so by the Lender hereof, and if the Parties of the First Part fail to make such repairs, within such period, the Lender shall have the right to make such repairs that may be required at its own discretion and add the cost thereof to the unpaid balance of the indebtedness secured hereby, and the Parties of the First Part further covenant that no improvement on the property described herein shall be remodeled, removed or demolished, nor shall any fixtures forming part of said property be removed without the consent of the Lender hereof, and Lender reserves the right to periodically inspect the property and improvements to determine if the Parties of the First Part have complied with these covenants.

AND the said Parties of the First Part covenant that they will warrant generally the land and premises hereby conveyed, and that they will execute such further assurances of said land as may be requisite and necessary.

AND the said Parties of the First Part waive the benefit of their homestead exemption as to the debts, obligations and covenants imposed by this Deed of Trust.

AND the Parties of the First Part covenant and agree that the entire indebtedness secured by this Deed of Trust shall become and immediately be due at the option of the Lender if by Order of a Court of competent jurisdiction a receiver or liquidator or Trustee of the Parties of the First Part, or any one of them, or any of their property shall be appointed and shall not have been discharged within sixty (60) days, or if by decree of such a Court, the Parties of the First Part, or any one of them, shall be adjudicated bankrupt or insolvent or any of their property shall have been sequestered, and such decree shall be discharged for sixty (60) days after the entry thereof if the Parties of the First Part, or any one of them shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law or shall make an assignment for the benefit of their creditors, or shall admit in writing their inability to pay their debts generally as they become due, or should the title to the hereinbefore described property be acquired by person, or persons, partnership or corporation, other than the Parties

of the Second Part, by voluntary or involuntary grant or assignment or in any other manner or should the same be encumbered by the Parties of the First Part by mortgage, deed of trust, covenant not to encumber or judgment or by any other means, without the prior written consent of the Trustees.

AND, it is further agreed that in the event of any default on the herein described note, or in the performance of any of the terms, conditions, agreements and covenants herein contained, the Trustees, at the request of the Lender, shall have the right, in addition to other remedies provided for herein, to take immediate possession of said premises and, until a sale is made hereunder, to manage, control and lease the same to such person or persons and at such rental as they may deem proper; to collect all the admissible rents, issues and profits therefrom; to make such expenditures for maintenance and repairs as they may deem advisable and after deducting the cost thereof and a commission of ten percent (10%) upon the gross amounts of rents collected, to apply the residue to the fulfillment of the obligations of the Parties of the First Part on the herein described promissory note. Upon the taking of possession by the Trustees of the property in accordance with the foregoing, all leases affecting said property, written or verbal, shall, by virtue hereof, immediately be and become transferred and assigned to the said Trustees for the purposes above described, whether such leases shall be in the name of the Parties of the First Part or any agent or agents of the said parties; or the said Trustees may at their option cancel the said leases.

It is covenanted and agreed that all awnings, door and window screens, mantels, cabinets, linoleum, stoves, shades, mechanical refrigerators and/or fuel burning system and equipment, water heaters, radiator covers, and all plumbing, heating, lighting, cooking, ventilating, cooling, air-conditioning and refrigerating apparatus and equipment and each and every of the interior improvements and fixtures movable or immovable of every kind and description in and upon said land and premises or used in connection therewith and all additions and replacements thereto are and shall be deemed to be fixtures and all shall be an accession to the freehold and a part of the realty and the same are covered by this deed of trust and included in the terms "land" and "premises" whenever used herein.

The Lender shall have power to be exercised at any time hereafter to substitute a trustee or trustees in place of the trustee or trustees herein named, or any of them, by an instrument in writing executed and acknowledged by the duly authorized officers of the Lender. Such instrument shall name the trustee or trustees for whom a substitute is being named, shall state the reason why a substituted trustee is deemed necessary and shall name the newly substituted trustee or trustees. When such instrument is recorded among the Land Records of the District or County in which the real estate secured hereunder is situated, all the estate of the trustee or trustees thus superseded shall terminate and the title to the hereinbefore described land heretofore vested in such trustee or trustees shall cease and determine and shall be vested in the trustee or trustees named as his or their successors, who shall have the same powers, rights and duties as the trustee or trustees so superseded had under this deed of trust; and the exercise of this right to appoint a successor trustee, no matter how often exercised, shall not be deemed an exhaustion of said right.

AND, the Parties of the First Part further covenant and agree as follows:

THAT a delinquent or late charge of Two Dollars (\$2.00) or one-twentieth (1/20th) of the total amount of any delinquent or late periodic installment of delinquent interest and/or principal, whichever is greater, may be charged to the Parties of the First Part; provided, however, that said delinquent or late charge shall not be imposed until the delinquency is extended for at least fifteen (15) calendar days and that any delinquent or late charge shall not be imposed more than once for the same delinquency or lateness.

~~That a charge or prepayment penalty may be made by the Lender to the Parties of the First Part upon prepayment of the principal amount of the loan evidenced hereby provided the charge shall not be more than two (2) months advance interest on the aggregate amount for all prepayments made on the loan in any twelve (12) month period that are in excess of thirty-three and one-third percent (33 1/3%) of the amount of the original Deed of Trust provided, however, that no such charge may be imposed after the expiration of three (3) years from the date hereof.~~

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

AND, it is hereby understood and agreed that where there is only one Grantor herein, the term "Parties of the First Part" and all other designations in the plural shall be construed in singular as if the singular had been used, and where the term "Lender" is used herein, it shall be construed to mean "said Lender, its successors or assigns," and that when the words "land and premises" are used herein, they shall be construed to include all fixtures and articles of personal property now or hereafter attached to the property herein mentioned which shall be construed as being attached to the property; and the word "Trustees," wherever used in these presents shall be construed to mean "said Trustees and the survivor of them, or Substitute Trustees."

AS WITNESS the hands and seals of the said Parties of the First Part, as to all individual Parties of the First Part, and as to any corporate Parties of the First Part -- IN WITNESS WHEREOF said corporation has caused this Deed of Trust to be executed in its name and on its behalf by its proper officers, and its corporate seal hereunto affixed, duly attested, the day and year first hereinabove written.

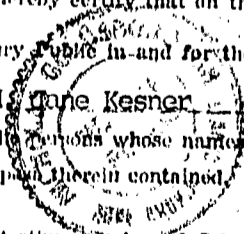
WITNESS:

*[Signature]* \_\_\_\_\_  
*[Signature]* \_\_\_\_\_  
M. Jane Kesner (SEAL)  
JANE KESNER  
*[Signature]* \_\_\_\_\_  
RAYMOND N. KESNER (SEAL)

STATE OF MARYLAND )  
COUNTY OF ANNE ARUNDEL )

I hereby certify that on this \_\_\_\_\_ day of December, 1980, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Raymond N. Kesner and M. Jane Kesner who are personally known to me or who have been satisfactorily proven to be the persons whose names are subscribed to in the within Deed of Trust and acknowledged that they executed the same for the purposes therein contained.

In testimony whereof, I have hereunto set my hand and affixed my seal



*[Signature]* \_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: July 1, 1982

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL

I hereby certify that on this 30th day of December, 1980; before this subscriber, a Notary Public in and for the State and County aforesaid, personally appeared NICHOLAS GOLDSBOROUGH who made oath, in due form of law, that he is the \_\_\_\_\_ of and Agent for SECOND NATIONAL

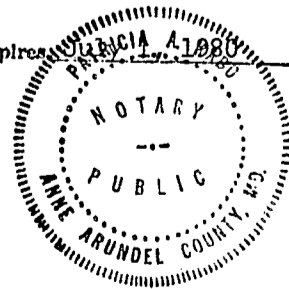
BUILDING AND LOAN, INC., (A Stock Corporation); and, further, that as \_\_\_\_\_ of and Agent for said Lender, he is authorized to and does hereby make affidavit for and in behalf of the said Lender that it is the party secured by the foregoing Deed of Trust and that the consideration recited therein is true and bona fide as set forth and that the amount of the loan which said Deed of Trust has been given to secure was paid over and disbursed by the party secured by the Deed of Trust to either the Borrower or the person responsible for disbursement of funds in the closing transaction or their respective Agent at a time no later than the final and complete execution of the Deed of Trust.

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

Patricia A. Kabo

NOTARY PUBLIC

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



Annapolis, Maryland  
December 30, 1980

KESNER

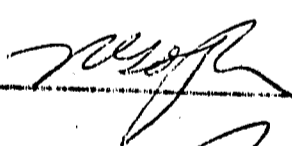
DEED OF TRUST NOTE

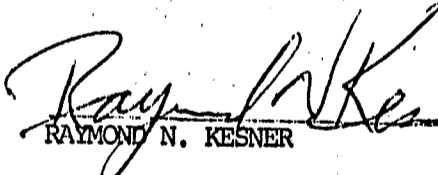
FOR VALUE RECEIVED, the undersigned promise to pay to SECOND NATIONAL BUILDING & LOAN, INC. (sometimes referred to hereinafter as "Lender"), or order, the principal sum of FIFTY THOUSAND DOLLARS (\$50,000.00 ) with interest only at the rate of Prime Plus Two\*\* percent (\* +2\*\*) per annum, from the date, and on the aggregate portion of said sum which has been disbursed from time to time by Lender to the undersigned under the terms of a separate construction agreement of even date herewith by and between the undersigned and Lender, said interest being payable monthly on the 5th day of each month for the period of construction which shall not exceed Twelve (12) months from the date hereof, and said principal and all accrued interest payable in full on or before January 1, 1982 at the office of Lender, at Salisbury, Maryland, or at such other place as the holder may designate in writing.

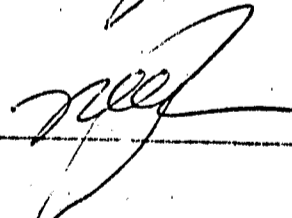
If default be made in the payment of any installment of principal and/or interest under this note, or if default be made in any of the terms, conditions, agreements and covenants in Deed of Trust of even date herewith, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. The undersigned hereby waive the benefit of the homestead exemption and all right to exemption from execution as to the debt evidenced by this obligation, and if default be made as aforesaid in the payment of principal and/or interest hereunder or if default be made in the performance of any of the terms, conditions, agreements and covenants contained in the aforesaid Deed of Trust, the undersigned hereby authorize and empower any Attorney-at-Law of the State of Maryland or elsewhere, after such default, to appear in any Court of record of the State of Maryland, or elsewhere, at any time thereafter in an action or actions of debt thereon, to confess judgment for the sum remaining due hereon on account of said principal debt and/or interest, together with costs and charges of the suit and twenty percent (20%) collection charges and the undersigned hereby expressly waive all right to personal summons and exemptions of every kind as to the debt evidenced by this obligation, and to all stay of execution upon any judgment rendered hereon.

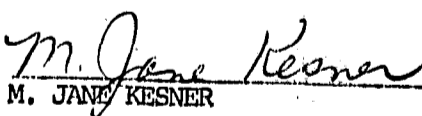
AS WITNESS the hands and seals of the undersigned, the day and year first above written.  
\*The Prime Rate referred to herein shall be the Prime Rate as established from time to time by Mercantile Safe Deposit Trust Co., Baltimore, Md., adjusted daily in the event of a change in Prime Commercial Rate.  
\*\*There shall be a maximum rate of interest of eighteen percent (18%) and a minimum of twelve (12%) percent.

WITNESS:

  
\_\_\_\_\_

 (SEAL)  
RAYMOND N. KESNER

  
\_\_\_\_\_

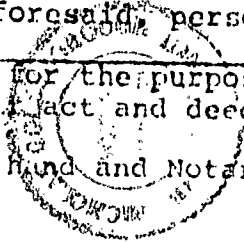
 (SEAL)  
M. JANE KESNER

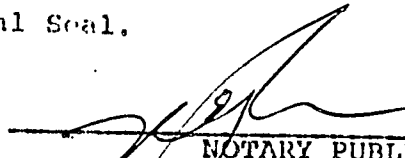
CONSTRUCTION ONLY

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of December  
19 80, before me, the subscriber, a Notary Public in and for the  
State and County aforesaid, personally appeared RAYMOND N. KESNER  
and M. JANE KESNER, and executed the  
foregoing Guaranty for the purposes therein contained and acknowledged  
the same to be their act and deed.

AS WITNESS my Hand and Notarial Seal.



  
NOTARY PUBLIC

My Commission Expires: 7/1/82

LAW OFFICES WENDIE OWEN'S & WITFELD PROFESSIONAL ASSOCIATION

CERTIFICATE OF IDENTIFICATION

This is to certify that this is the note described in and secured by a certain Deed of Trust bearing even date herewith conveying property described as

Lot 33, Section 2, Queen Anne Woods, Queen Anne's County, Maryland

to William F. Brooks, Jr. and Donna M. Pittman, Trustees, said Deed of Trust and Note having been executed in my presence.



A handwritten signature in black ink, appearing to be "WFB", written over a horizontal line.

Notary Public

My Commission Expires:

July 1, 1982



DOCUMENT NO. 112,426

LIBER 196 PAGE 388

APPOINTMENT OF SUBSTITUTE TRUSTEE (S)

WHEREAS, the undersigned corporation is the owner and holder of indebtedness secured by a Deed of Trust from Raymond N. Kesner and M. Jane Kesner, his wife to William F. Brooks, Jr. and Donna M. Pittman Trustee (s) for Second National Building & Loan, Inc., dated December 30, 1980 and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 171, folio 824, et. seq. and

WHEREAS, the said Deed of Trust provides for the removal and substitution of a Trustee or Trustees, at the option of the holder of the indebtedness secured by the Deed of Trust; and

WHEREAS, the undersigned beneficiary of the said Deed of Trust deems it necessary to substitute a Trustee for one of the original Trustees.

NOW, THEREFORE, pursuant to the provision of said Deed of Trust and Rule W77d of the Maryland Rules of Procedure, the undersigned corporation hereby appoints Donald C. Davis and Ronald G. Rayne Substitute Trustee (s) to act in all respects as Trustee (s) under the terms of said Deed of Trust in the place and stead of William F. Brooks, Jr. and Donna M. Pittman, the predecessor Trustee (s).

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be signed in its corporate name by its Vice-President and its corporate seal to be hereunto affixed, this 6th day of May, 1983.

CLERK

MAY 11-83 A #29315 \*\*\*\*\*13.00

SECOND NATIONAL BUILDING & LOAN, INC.

ATTEST:

1983 MAY 11 AM 11:20

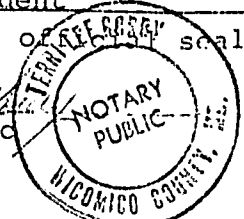
[Signature]

QUEEN ANNE'S COUNTY BY: Donna M. Pittman (SEAL) DONNA M. PITTMAN, Vice-President

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of May, 1983 before me, the undersigned officer, personally appeared Donna M. Pittman herself, who acknowledged herself to be the Vice-President of Second National Building & Loan, Inc., a Maryland Corporation, and that she, as such Vice-President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Vice-President.

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

[Signature]  
Notary Public  


My Commission Expires: 7/1/86

10 625

RONALD G. RAYNE,  
and  
DONALD C. DAVIS, Trustees  
Plaintiff

vs.

RAYMOND N. KESNER  
AND  
M. JANE KESNER, HIS WIFE

Defendants

NO. 7376 CHANCERY  
IN THE CIRCUIT COURT  
FOR \_\_\_\_\_ COUNTY  
STATE OF MARYLAND

\*\*\*\*\*

AFFIDAVIT OF INDEBTEDNESS

STATE OF MARYLAND, Wicomico COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of April, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared WILLIAM F. BROOKS, JR., Executive Vice President of Second National Building & Loan, Inc., a body corporate of Maryland, who made oath in due form of law as follows:

1. That Second National Building & Loan, Inc., a stock corporation of the State of Maryland, is the beneficiary of a Deed of Trust dated December 30, 1980 from Raymond N. Kesner and M. Jane Kesner, his wife which Deed of Trust is recorded among the Land Records of Queen Anne County County, Maryland, in Liber 171 No. \_\_\_\_\_ Folio 821, et seq.; and on behalf of the beneficiary, being authorized so to do, he made oath in due form of law that the sum of \$ 57,431.16 is now due and owing thereunder plus \$ 29.36 interest per day for each day hereafter.

2. That the said Defendants are not members of the Armed Forces of the United States of America or any of its allies or entitled to the benefits therein in accordance with the Soldiers' and Sailors' Relief Act and amendments thereon and have not been discharged therefrom within a period of thirty (30) days.

3. That the last known Post Office address of the Defendant is: Route 2, Box 531, Stevensville, Maryland 21666

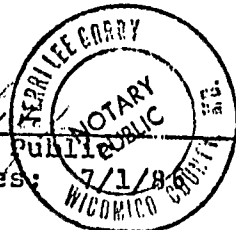
AS WITNESS my hand and Notarial Seal.

CLERK OF THE COURT

1983 MAY 11 AM 11:25

QUEEN ANNE'S COUNTY

My Commission Expires: 7/1/83



LAW OFFICES: PERDUE, OWRUTSKY, RAYNE & DAVIS, PROFESSIONAL ASSOCIATION

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

#7376

KNOW, ALL MEN BY THESE PRESENTS:

That we,.....RONALD G. RAYNE and DONALD C. DAVIS,.....Trustees.....

.....as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifty-Seven Thousand Four Hundred Thirty-One Dollars and Sixteen cents.....

.....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.....18th.....day of.....May..... in the year of our Lord.....nineteen hundred eighty-three.....

Whereas, the above bounden..... RONALD G. RAYNE and DONALD C. DAVIS, Trustees.....

by virtue of the power contained in a mortgage from..... Raymond N. and M. Jane Kesner.....

to.....Second National Building and Loan, Inc..... bearing date the.....day of.....and recorded among the mortgage records of.....Queen Anne County, Maryland.....

in Liber.....171.....No.....Folio.....821.....and.....

.....RONALD G. RAYNE and DONALD C. DAVIS, Trustees..... 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.....RONALD G. RAYNE and DONALD C. DAVIS, Trustees.....

do and shall well and truly and faithfully perform the trust reposed in.....them..... 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.....Ronald G. Rayne & Donald C. Davis, Trustees..... has hereto set.....their.....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:

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

Witness:

*Carole A. Kolasa*  
Carole A. Kolasa  
38228(MD) FSO, R-MI 21203  
Formerly Attorney  
Mortgagee or Attorney's Bond  
Surety Approved and Bond Filed

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

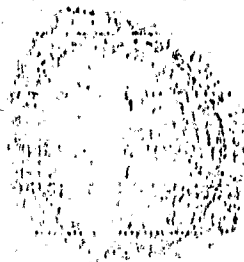
By.....*Ramon J. Mathen*.....  
Ramon J. Mathen  
Attorney-in-Fact

1993 MAY 20 AM 9:33  
JULIEN ANNEL'S COUNTY

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

THIS IS TO CERTIFY, tha the foregoing was truly taken and copied from  
Liber MWM No. 3, folio 323, a bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto  
subscribe my name and affix the  
Seal of the Circuit Court for  
Queen Anne's County, this 23rd  
day of June 1983.

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

RONALD G. RAYNE,  
and  
DONALD C. DAVIS, Trustees  
Plaintiff

vs.  
RAYMOND N. KESNER  
and  
M. JANE KESNER

Defendants

NO. 7376-1-1000 CHANCERY  
IN THE CIRCUIT COURT  
FOR Queen Anne's COUNTY  
STATE OF MARYLAND

\* \* \* \* \*

AMENDED

AFFIDAVIT OF INDEBTEDNESS

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 25th day of May, 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared WILLIAM F. BROOKS, JR., Executive Vice President of Second National Building & Loan, Inc., a body corporate of Maryland, who made oath in due form of law as follows:

1. That Second National Building & Loan, Inc., a stock corporation of the State of Maryland, is the beneficiary of a Deed of Trust dated December 30, 1980 from Raymond N. Kesner and M. Jane Kesner to Second National Building and Loan, Inc. which Deed of Trust is recorded among the Land Records of Queen Anne County, Maryland, in Liber M.W.M. No. 171, Folio 821, et seq., and on behalf of the beneficiary, being authorized so to do, he made oath in due form of law that the sum of \$ 6,579.34 is now due and owing thereunder plus \$3.20 interest per day for each day hereafter.

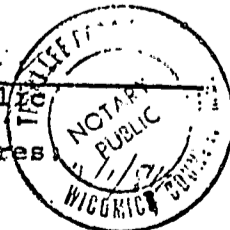
2. That the said Defendants are not members of the Armed Forces of the United States of America or any of its allies or entitled to the benefits therein in accordance with the Soldiers' and Sailors' Relief Act and amendments thereon and have not been discharged therefrom within a period of thirty (30) days.

3. That the last known Post Office address of the Defendant is: Rt 2, Box 531, Stevensville, MD 21666

AS WITNESS my hand and Notarial Seal.

CLARENCE J. PERDUE  
1983 MAY 26 AM 9:56  
QUEEN ANNE'S COUNTY

[Signature]  
Notary Public  
My Commission Expires



RONALD G. RAYNE,  
and  
DONALD C. DAVIS, Trustee  
  
Plaintiff

vs.

RAYMOND N. KESNER  
and  
M. JANE KESNER

Defendants

\* NO. 7376 EQUITY  
\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE COUNTY  
\* STATE OF MARYLAND

\* \* \* \* \*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Ronald G. Rayne & Donald C. Davis, Trustees, pursuant to the power of sale contained in the Deed of Trust dated December 30, 1980 and recorded among the Land Records of Queen Anne County, Maryland in Liber M.W.M. No. 171, Folio 821, et seq., respectfully shows:

That after default had been made in the terms, covenants and conditions of the said Deed of Trust, and having given at least twenty (20) days notice by advertisement published once a week in each of four (4) successive weeks in the Queen Anne's Record Observer, a newspaper published in Queen Anne County, Maryland, prior to June 3, 1983, and after giving Bond with the securities approved by the Clerk of this Court, said Trustees did, on June 3, 1983 at 10:00 o'clock A.M. attend at the front door of the Court House located at Commerce Street, Centreville, Maryland 21617, it being the time and place mentioned in said advertisement, as will more fully appear by reference to the attached copy thereof with certificate of its publication, and said Trustees did then and there offer for sale at public auction all of the following described property:

Lot 33, Section 2, Queen Anne Woods, Queen Anne's County, Maryland.

And your Trustees sold the aforescribed property unto Cedar Land Company, Inc

at and for the sum of 12,000.00

RECORDED  
CLERK OF THE COURT

1983 JUN -7 AM 9:49

QUEEN ANNE'S COUNTY

IN OFFICES, PERDUE, RAYNE & DAVIS, PROFESSIONAL ASSOCIATION

at that sum, being the highest bidder therefore, and the said purchaser  
ha complied with the terms of the sale.

RESPECTFULLY SUBMITTED,

  
TRUSTEE

  
TRUSTEE

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of June, 1983, before me,  
the subscriber, a Notary Public in and for the State and County afore-  
said, personally appeared RONALD G. RAYNE and DONALD C. DAVIS, Trustees,  
named in the foregoing Report of Sale, and made oath in due form of  
law that the matters and things set forth in the foregoing Report of  
Sale are true and correct to the best of their knowledge, information  
and belief and that the sale herein reported was fairly made.

AS WITNESS my hand and Notarial Seal the day and year first above  
written.

  
NOTARY PUBLIC

My Commission Expires: 7/1/86

LAW OFFICES, REEDIE, RAYNE & DAVIS, PROFESSIONAL ASSOCIATION

PERDUE, RAYNE & DAVIS  
PROFESSIONAL ASSOCIATION  
212 East Main Street  
Salisbury, Maryland 21801

\* \* \* \* \*

TRUSTEES' SALE  
OF  
VALUABLE BUILDING LOT  
IN

Queen Anne Woods  
Stevensville, Maryland 21666

By virtue of the Power of Sale and authority contained in a Deed of Trust from RAYMOND N. KESNER and M. JANE KESNER, his wife, dated December 30, 1980, and recorded among the Land Records for Queen Anne's County, State of Maryland, in Liber M.W.M. No. 171, Folio 824, et seq., default having occurred thereunder the undersigned Trustees will sell at Public Auction at the front door of the Court House located at Commerce Street, Centreville, Maryland 21617, on Friday, June 3, 1983, at 10:00 o'clock A.M., all the following described property:

Lot 33, Section 2, Queen Anne Woods, Queen Anne's County, Maryland.  
This valuable property is improved by the ruins of a home.

Buyer shall be responsible for all removal of debris.

POSSESSION of said property to be given upon ratification of sale.

TERMS OF SALE: \$3,000.00 in cash at the time and place of sale, balance being payable with interest upon final ratification of said sale by the Circuit Court of said County, the unpaid portion to bear interest at the rate of 11% per annum and to be secured to the satisfaction of said Substitute Trustees.

Taxes and other public charges to be paid and adjusted to date of sale. Title examination, if desired, title papers, transfer tax, revenue stamps and costs of recording at the expense of the purchaser or purchasers.

LOCATION of the property is Bennetts Point Road in Stevensville, Maryland.

LAW OFFICES, PERDUE, RAYNE & DAVIS, PROFESSIONAL ASSOCIATION



For further information, contact the undersigned Trustees.

RONALD G. RAYNE, Trustee  
DONALD C. RAYNE, Trustee

Perdue, Rayne & Davis, P.A.  
212 East Main Street  
Salisbury, Maryland 21801  
301/749-2211

Publication Dates:

May 18, 25, & June 1

AFFIDAVIT

STATE OF MARYLAND, QUEEN ANNE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of June 1983, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared MARGEN WATERMAN, PRESIDENT OF CEDAR LAND COMPANY, INC the purchaser(s) named in this Report of Sale, and made oath in due form of law as follows:

(1) That I, MARGEN WATERMAN attended the sale of the property described in the Deed of Trust filed in these proceedings held in Queen Anne County, Maryland, on June 3, 1983, and purchased the same for Cedar Land Company, Inc for 12,000.

(2) That no other persons, firms or corporations are financially interested or involved, as principal or otherwise.

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

*Margen Waterman*  
AFFIANT

SUBSCRIBED AND SWORN TO, Before me, this 3<sup>rd</sup> day of June 1983.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires:



RECEIVED  
CLERK, CIRCUIT COURT  
1983 JUN -7 AM 9:50  
QUEEN ANNE'S COUNTY

LAW OFFICES, PERDUE, RAYNE & DAVIS, PROFESSIONAL ASSOCIATION

RONALD G. RAYNE,  
and  
DONALD C. DAVIS, Trustees

Plaintiff

vs.

RAYMOND N. KESNER  
and  
M. JANE KESNER

Defendants

\* NO. 7376 EQUITY  
\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE COUNTY  
\* STATE OF MARYLAND

RECEIVED  
CLERK OF COURT  
1983 JUN -7 AM 9:50  
QUEEN ANNE'S COUNTY


\* \* \* \* \*

AFFIDAVIT OF COMPLIANCE - RULE W74 a 2. (b)

STATE OF MARYLAND, QUEEN ANNE COUNTY, TO WIT:

WE, RONALD G. RAYNE and DONALD C. DAVIS, TRUSTEES, make oath that we mailed to the Mortgagors, Raymond N. Kesner and M. Jane Kesner at the Mortgagors' last known address at Route 2, Box 531, Stevensville, Maryland 21666, and at Bennett's Point Road, Queenstown, Maryland 21658, and also mailed to Maren D. and Marian R. Waterman at Route 1, Box 233, Queenstown, Maryland 21658, and that such mailings were sent on May 18, 1983 and delivered on May 20, 1983.

LAW OFFICES, PERDUE, RAYNE & DAVIS, PROFESSIONAL ASSOCIATION

  
\_\_\_\_\_  
RONALD G. RAYNE, Trustee

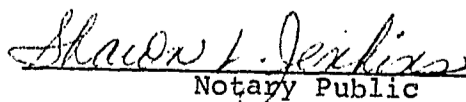
  
\_\_\_\_\_  
DONALD C. DAVIS, Trustee

STATE OF MARYLAND, QUEEN ANNE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of June, 1983, before me, the subscriber, a Notary Public in and for the State and County afore-said, personally appeared RONALD G. RAYNE and DONALD C. DAVIS, Trustees, and made oath in due form of law that the matters and things set forth in the foregoing Affidavit are true and correct to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal the day and year first above written.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: 7/1/86

16 653

RECEIVED MAY 24 1983

PS Form 3811, July 1982

● 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  
 RESTRICTED DELIVERY (The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$ 1.60  
1.00

3. ARTICLE ADDRESSED TO:  
 MR. + MRS. RAYMOND KESNER  
 Rt 2 BOX 531  
 STEWENSVILLE, MD 21666

4. TYPE OF SERVICE  
 REGISTERED  INSURED  
 CERTIFIED  COD  
 EXPRESS MAIL

ARTICLE NUMBER  
 P 213  
 848 092

I have received the article described above.  
 SIGNATURE  Addressee  Authorized agent  
*Jane Keszner*

5. DATE OF DELIVERY  
 5-23-83

6. ADDRESSEE'S ADDRESS (only if requested)

POSTMARK  
 STEWENSVILLE, MD  
 MAY 23 1983

7. UNABLE TO DELIVER BECAUSE:  
 7a. EMPLOYEE'S INITIALS  
 JAK

9. GPO: 1982-379-563

RETURN RECEIPT

PS Form 3811, July 1982

● 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  
 RESTRICTED DELIVERY (The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$ 1.60  
1.00

3. ARTICLE ADDRESSED TO:  
 MR. + MRS. RAYMOND KESNER  
 BENNETT'S POINT ROAD  
 QUEENSTOWN, MD 21658

4. TYPE OF SERVICE  
 REGISTERED  INSURED  
 CERTIFIED  COD  
 EXPRESS MAIL

ARTICLE NUMBER  
 P 213  
 848 093

I have received the article described above.  
 SIGNATURE  Addressee  Authorized agent  
*Jane Keszner*

5. DATE OF DELIVERY  
 5-20-83

6. ADDRESSEE'S ADDRESS (only if requested)

POSTMARK  
 QUEENSTOWN, MD  
 MAY 20 1983

7. UNABLE TO DELIVER BECAUSE:  
 7a. EMPLOYEE'S INITIALS  
 JAK

9. GPO: 1982-379-563

RETURN RECEIPT

PS Form 3811, July 1982

● 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  
 RESTRICTED DELIVERY (The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL \$ 1.00  
.60

3. ARTICLE ADDRESSED TO:  
 MR. + MRS. MARGEN WATERMAN  
 Rt 1 BOX 233  
 QUEENSTOWN, MD 21658

4. TYPE OF SERVICE  
 REGISTERED  INSURED  
 CERTIFIED  COD  
 EXPRESS MAIL

ARTICLE NUMBER  
 P 213  
 848 091

I have received the article described above.  
 SIGNATURE  Addressee  Authorized agent  
*M. Waterman*

5. DATE OF DELIVERY  
 5-20-83

6. ADDRESSEE'S ADDRESS (only if requested)

POSTMARK  
 QUEENSTOWN, MD  
 MAY 20 1983

7. UNABLE TO DELIVER BECAUSE:  
 7a. EMPLOYEE'S INITIALS

9. GPO: 1982-379-563

RETURN RECEIPT

RECEIVED MAY 23 1983

P 213 848 091

RECEIPT FOR CERTIFIED MAIL

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

SENT TO MR. & MRS. MAREEN WATERMAN STREET AND NO. RT 1 BOX 233 P.O. STATE AND ZIP CODE QUEENSTOWN, MD 21658	POSTAGE \$ .30	CERTIFIED FEE .75	SPECIAL DELIVERY RESTRICTED DELIVERY 7.00	RETURN RECEIPT SERVICE \$ .60	OPTIONAL SERVICES	CONSULT POSTMASTER FOR FEES	TOTAL POSTAGE AND FEES \$ 2.65	POSTMARK OR DATE
--	-------------------	----------------------	---	----------------------------------	-------------------	-----------------------------	-----------------------------------	------------------

PS Form 3800, Apr. 1976

LAW OFFICES  
PERDUE, RAYNE & DAVIS

PROFESSIONAL ASSOCIATION

212 EAST MAIN STREET

P. O. BOX 949

SALISBURY, MARYLAND 21801

(301) 749-2211

HERMAN E. PERDUE  
RONALD G. RAYNE  
DONALD C. DAVIS  
J. MORGAN WHITE

OCEAN CITY OFFICE  
3906 OCEAN HIGHWAY  
OCEAN CITY, MD, 21842  
(301) 289-8408

CERTIFIED MAIL #848 091 May 18, 1983

Mr. & Mrs. Mareen Waterman  
Rt 1, Box 233  
Queenstown, MD 21658

RE: Raymond N. Kesner and M. Jane Kesner -  
foreclosure - Property located on  
Bennett's Point Road, Queenstown, MD

Dear Mr. & Mrs. Waterman:

Pursuant to the provisions of Rule W74 of the Maryland Rules of Procedure, notice is hereby given that a foreclosure sale of the hereinafter described property located in Queen Anne's County, Maryland will be held on FRIDAY, JUNE 3, 1983 at 10:00 o'clock A.M. at the front door of the Court House located at Commerce Street, Centreville, Maryland.

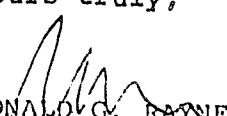
The property to be sold is described as follows: Lot 33, Section 2, Queen Anne Woods, Queen Anne's County, Maryland.

The terms of sale are \$3,000.00 in cash at the time and place of sale, balance being payable with interest upon final ratification of said sale by the Circuit Court of said County, the unpaid portion to bear interest at the rate of 11% per annum and to be secured to the satisfaction of said Substitute Trustees.

Taxes and other public charges to be paid and adjusted to date of sale. Title examination, if desired, title papers, transfer tax, revenue stamps and costs of recording at the expense of the purchaser or purchasers.

For your information, I am enclosing a copy of the advertisement of sale which is appearing in the Queen Anne's Record Observer which is incorporated herein by reference.

Yours truly,

  
RONALD G. RAYNE

RGR/slj  
enclosure  
28370-R

PERDUE, RAYNE & DAVIS  
PROFESSIONAL ASSOCIATION  
212 East Main Street  
Salisbury, Maryland 21801

\* \* \* \* \*

TRUSTEES' SALE  
OF  
VALUABLE BUILDING LOT  
IN

Queen Anne Woods  
Stevensville, Maryland 21666

By virtue of the Power of Sale and authority contained in a Deed of Trust from RAYMOND N. KESNER and M. JANE KESNER, his wife, dated December 30, 1980, and recorded among the Land Records for Queen Anne's County, State of Maryland, in Liber M.W.M. No. 171, Folio 824, et seq., default having occurred thereunder the undersigned Trustees will sell at Public Auction at the front door of the Court House located at Commerce Street, Centreville, Maryland 21617, on Friday, June 3, 1983, at 10:00 o'clock A.M., all the following described property:

Lot 33, Section 2, Queen Anne Woods, Queen Anne's County, Maryland.

This valuable property is improved by the ruins of a home.

Buyer shall be responsible for all removal of debris.

POSSESSION of said property to be given upon ratification of sale.

TERMS OF SALE: \$3,000.00 in cash at the time and place of sale, balance being payable with interest upon final ratification of said sale by the Circuit Court of said County, the unpaid portion to bear interest at the rate of 11% per annum and to be secured to the satisfaction of said Substitute Trustees.

Taxes and other public charges to be paid and adjusted to date of sale. Title examination, if desired, title papers, transfer tax, revenue stamps and costs of recording at the expense of the purchaser or purchasers.

LOCATION of the property is Bennetts Point Road in Stevensville, Maryland.

LAW OFFICES, PERDUE, RAYNE & DAVIS, PROFESSIONAL ASSOCIATION

For further information, contact the undersigned Trustees.

RONALD G. RAYNE, Trustee  
DONALD C. RAYNE, Trustee

Perdue, Rayne & Davis, P.A.  
212 East Main Street  
Salisbury, Maryland 21801  
301/749-2211

Publication Dates:

May 18, 25, & June 1

LAW OFFICES, PERDUE, RAYNE & DAVIS, PROFESSIONAL ASSOCIATION

LAW OFFICES  
PERDUE, RAYNE & DAVIS  
PROFESSIONAL ASSOCIATION  
212 EAST MAIN STREET  
P. O. BOX 949  
SALISBURY, MARYLAND 21801  
(301) 749-2211

HERMAN E. PERDUE  
RONALD G. RAYNE  
DONALD C. DAVIS  
J. MORGAN WHITE

OCEAN CITY OFFICE  
3906 OCEAN HIGHWAY  
OCEAN CITY, MD. 21842  
(301) 289-8408

CERTIFIED MAIL # 848 092 May 18, 1983

Mr. & Mrs. Raymond Kesner  
Rt 2, Box 531  
Stevensville, Maryland 21666

RE: Raymond N. Kesner and M. Jane Kesner -  
foreclosure - Property located on  
Bennett's Point Road, Queenstown, MD

Dear Mr. & Mrs. Kesner:

Pursuant to the provisions of Rule W74 of the Maryland Rules of Procedure, notice is hereby given that a foreclosure sale of the hereinafter described property located in Queen Anne's County, Maryland will be held on FRIDAY, JUNE 3, 1983 at 10:00 o'clock A.M. at the front door of the Court House located at Commerce Street, Centreville, Maryland.

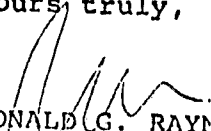
The property to be sold is described as follows: Lot 33, Section 2, Queen Anne Woods, Queen Anne's County, Maryland.

The terms of sale are \$3,000.00 in cash at the time and place of sale, balance being payable with interest upon final ratification of said sale by the Circuit Court of said County, the unpaid portion to bear interest at the rate of 11% per annum and to be secured to the satisfaction of said Substitute Trustees.

Taxes and other public charges to be paid and adjusted to date of sale. Title examination, if desired, title papers, transfer tax, revenue stamps and costs of recording at the expense of the purchaser or purchasers.

For your information, I am enclosing a copy of the advertisement of sale which is appearing in the Queen Anne's Record Observer which is incorporated herein by reference.

Yours truly,

  
RONALD G. RAYNE

RGR/slj  
enclosure  
28370-R

P 213 848 092  
RECEIPT FOR CERTIFIED MAIL  
NO INSURANCE COVERAGE PROVIDED -  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

SENT TO MR. & MRS. RAYMOND KESNER STREET AND NO. Rt 2 Box 531 P.O. STATE AND ZIP CODE STEVENSVILLE, MD 21666 POSTAGE \$ .20		CERTIFIED FEE	.75
OPTIONAL SERVICES		SPECIAL DELIVERY	
RESTRICTED DELIVERY		1.00	
SHOW TO W-C-W AND DATE DEL. VEREC		.60	
SHOW TO A-P-C-W DATE AND ADDRESS OF DELIVERY			
SHOW TO A-P-C-W AND DATE DELIVERED WITH RESTRICTED DELIVERY			
SHOW TO W-C-W DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY			
TOTAL POSTAGE AND FEES			\$2.55
POSTMARK OR DATE			

PS Form 3800, Apr. 1976



PERDUE, RAYNE & DAVIS  
PROFESSIONAL ASSOCIATION  
212 East Main Street  
Salisbury, Maryland 21801

\* \* \* \* \*

TRUSTEES' SALE  
OF  
VALUABLE BUILDING LOT  
IN

Queen Anne Woods  
Stevensville, Maryland 21666

By virtue of the Power of Sale and authority contained in a Deed of Trust from RAYMOND N. KESNER and M. JANE KESNER, his wife, dated December 30, 1980, and recorded among the Land Records for Queen Anne's County, State of Maryland, in Liber M.W.M. No. 171, Folio 824, et seq., default having occurred thereunder the undersigned Trustees will sell at Public Auction at the front door of the Court House located at Commerce Street, Centreville, Maryland 21617, on Friday, June 3, 1983, at 10:00 o'clock A.M., all the following described property:

LAW OFFICES, PERDUE, RAYNE & DAVIS, PROFESSIONAL ASSOCIATION

Lot 33, Section 2, Queen Anne Woods, Queen Anne's County, Maryland.

This valuable property is improved by the ruins of a home.

Buyer shall be responsible for all removal of debris.

POSSESSION of said property to be given upon ratification of sale.

TERMS OF SALE: \$3,000.00 in cash at the time and place of sale, balance being payable with interest upon final ratification of said sale by the Circuit Court of said County, the unpaid portion to bear interest at the rate of 11% per annum and to be secured to the satisfaction of said Substitute Trustees.

Taxes and other public charges to be paid and adjusted to date of sale. Title examination, if desired, title papers, transfer tax, revenue stamps and costs of recording at the expense of the purchaser or purchasers.

LOCATION of the property is Bennetts Point Road in Stevensville, Maryland.

For further information, contact the undersigned Trustees.

RONALD G. RAYNE, Trustee  
DONALD C. RAYNE, Trustee

Perdue, Rayne & Davis, P.A.  
212 East Main Street  
Salisbury, Maryland 21801  
301/749-2211

Publication Dates:

May 18, 25, & June 1

LAW OFFICES, PERDUE, RAYNE & DAVIS, PROFESSIONAL ASSOCIATION

P 213 848 093  
 RECEIPT FOR CERTIFIED MAIL

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

SENT TO	MR. & MRS. RAYMOND KESNER	
STREET AND NO.	BENNETT'S POINT ROAD	
PO, STATE AND ZIP CODE	QUEENSTOWN, MD 21658	
POSTAGE	\$ 2.00	
CERTIFIED FEE	.75	
SPECIAL DELIVERY RESTRICTED DELIVERY	1.00	
SHOW TO WHOM AND DATE DELIVERED	.60	
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY		
SHOW TO WHOM DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY		
OPTIONAL SERVICES		
RETURN RECEIPT SERVICE		
CONSULT POSTMASTER FOR FEES		
TOTAL POSTAGE AND FEES	\$2.55	
POSTMARK OR DATE		

PS Form 3800, Apr. 1976

LAW OFFICES  
 PERDUE, RAYNE & DAVIS  
 PROFESSIONAL ASSOCIATION

212 EAST MAIN STREET  
 P. O. BOX 949  
 SALISBURY, MARYLAND 21801  
 (301) 749-2211

HERMAN C. PERDUE  
 RONALD G. RAYNE  
 DONALD C. DAVIS  
 J. MORGAN WHITE

OCEAN CITY OFFICE  
 3906 OCEAN HIGHWAY  
 OCEAN CITY, MD. 21842  
 (301) 289-8408

CERTIFIED MAIL # 848 093 May 18, 1983

Mr. & Mrs. Raymond Kesner  
 Bennett's Point Road  
 Queenstown, Maryland 21658.

RE: Raymond N. Kesner and M. Jane Kesner -  
 foreclosure - Property located on  
 Bennett's Point Road, Queenstown, MD

Dear Mr. & Mrs. Kesner:

Pursuant to the provisions of Rule W74 of the Maryland Rules of Procedure, notice is hereby given that a foreclosure sale of the hereinafter described property located in Queen Anne's County, Maryland will be held on FRIDAY, JUNE 3, 1983 at 10:00 o'clock A.M. at the front door of the Court House located at Commerce Street, Centreville, Maryland.

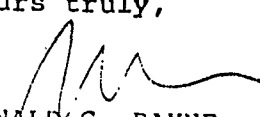
The property to be sold is described as follows: Lot 33, Section 2, Queen Anne Woods, Queen Anne's County, Maryland.

The terms of sale are \$3,000.00 in cash at the time and place of sale, balance being payable with interest upon final ratification of said sale by the Circuit Court of said County, the unpaid portion to bear interest at the rate of 11% per annum and to be secured to the satisfaction of said Substitute Trustees.

Taxes and other public charges to be paid and adjusted to date of sale. Title examination, if desired, title papers, transfer tax, revenue stamps and costs of recording at the expense of the purchaser or purchasers.

For your information, I am enclosing a copy of the advertisement of sale which is appearing in the Queen Anne's Record Observer which is incorporated herein by reference.

Yours truly,

  
 RONALD G. RAYNE

RGR/slj  
 enclosure  
 28370-R

16 PAGE 604  
PERDUE, RAYNE & DAVIS  
PROFESSIONAL ASSOCIATION  
212 East Main Street  
Salisbury, Maryland 21801

\* \* \* \* \*  
TRUSTEES' SALE  
OF  
VALUABLE BUILDING LOT  
IN

Queen Anne Woods  
Stevensville, Maryland 21666

By virtue of the Power of Sale and authority contained in a Deed of Trust from RAYMOND N. KESNER and M. JANE KESNER, his wife, dated December 30, 1980, and recorded among the Land Records for Queen Anne's County, State of Maryland, in Liber M.W.M. No. 171, Folio 824, et seq., default having occurred thereunder the undersigned Trustees will sell at Public Auction at the front door of the Court House located at Commerce Street, Centreville, Maryland 21617, on Friday, June 3, 1983, at 10:00 o'clock A.M., all the following described property:

Lot 33, Section 2, Queen Anne Woods, Queen Anne's County, Maryland.

This valuable property is improved by the ruins of a home.

Buyer shall be responsible for all removal of debris.

POSSESSION of said property to be given upon ratification of sale.

TERMS OF SALE: \$3,000.00 in cash at the time and place of sale, balance being payable with interest upon final ratification of said sale by the Circuit Court of said County, the unpaid portion to bear interest at the rate of 11% per annum and to be secured to the satisfaction of said Substitute Trustees.

Taxes and other public charges to be paid and adjusted to date of sale. Title examination, if desired, title papers, transfer tax, revenue stamps and costs of recording at the expense of the purchaser or purchasers.

LOCATION of the property is Bennetts Point Road in Stevensville, Maryland.

For further information, contact the undersigned Trustees.

RONALD G. RAYNE, Trustee  
DONALD G. RAYNE, Trustee

Perdue, Rayne & Davis, P.A.  
212 East Main Street  
Salisbury, Maryland 21801  
301/749-2211

Publication Dates:

May 18, 25, & June 1

ORDER NISI ON SALE

RONALD G. RAYNE and  
DONALD C. DAVIS, Substitute Trustees

vs.

RAYMOND N. KESNER and  
M. JANE KESNER

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

Cause No. 7376

ORDERED, this 7th day of June, 1983, that  
the sale of the real property, made and reported in this cause by  
Ronald G. Rayne & Donald C. Davis, Substitute Trustees, be ratified and confirmed,  
on or after the 8th day of July, 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 1st day of July, 1983.

The report states the amount of sales to be \$12,000.00.

Marguerite H. Mankin Clerk

Filed June 7, 1983

RONALD G. RAYNE, et al  
Trustees

Plaintiff

vs.

RAYMOND N. KESNER, et ux

Defendant

No. 7376 CHANCERY

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

STATE OF MARYLAND

PETITION FOR ALLOWANCE OF  
SECURED PARTY

Mareen D. Waterman and Marian R. Waterman, by J. Morgan White,  
his Attorney, respectfully represents:

1. That Petitioners are secured creditor's against Raymond N. Kesner and M. Jane Kesner, by virtue of a Second Mortgage dated December 30, 1980 and recorded among the Land Records of Queen Anne's County, Maryland in Liber M.W.M. No. 171, Folio No. 826 securing and indebtness in the original principal amount of \$7,500.

2. The balance due on said indebtness to these Peitioners is as of June 3, 1983, the sum of \$9,049.99 plus a per diem thereafter of \$2.08.

3. That pursuant to Maryland Rule W75 Petitioners make application to this Court to have any surplus of the proceeds of sale on the above styled foreclosure action, after payment to all prior lien holders of their claim and allowable reasonable expenses, paid over to Petitionersto satisfy his or its claim.

WHEREFORE, Petitioner respectfully prays that this Honorable Court pursuant to Maryland Rule W75 allow its claim in the amount of \$2.08 from the third day of June, 1983, and costs out of the surplus proceeds from the subject foreclosure sale according to its proper priority.

LAW OFFICES, PERDUE, RAYNE & DAVIS, PROFESSIONAL ASSOCIATION

CLERK

1983 JUN 21 AM 9 28

QUEEN ANNE'S COUNTY

*J. Morgan White, Esq.*  
J. MORGAN WHITE, Esquire  
212 East Main Street  
P. O. Box 949  
Salisbury, Maryland 21801  
Telephone: 301-749-2211

ORDER OF COURT

Upon the foregoing Petition, it is this 21<sup>st</sup> day of June, 1983, by the Circuit Court for Queen Anne's County, Maryland, sitting as a Court of Equity, ORDERED

That the claim of Mareen D. and Marian R. Waterman, Petitioners, filed in the above styled case, in the amount of \$9,049.99 with

per diem interest in the amount of \$2.08 from the third day of June, 1983, and costs of this action, be and the same are hereby allowed out of the surplus proceeds, <sup>if any,</sup> from the above styled foreclosure sale according to its proper priority.

*Taylor O. Carter*  
JUDGE

LAW OFFICES, FERDIE, RAYNE & DAVIS, PROFESSIONAL ASSOCIATION

RECEIVED  
CLERK, CIRCUIT COURT  
1983 JUN 21 PM 1:13  
QUEEN ANNE'S COUNTY



RONALD G. RAYNE,  
and  
DONALD C. DAVIS, Trustees  
Plaintiff

vs.

RAYMOND N. KESNER  
and  
M. JANE KESNER

Defendants

\* NO. 7376 CHANCERY  
\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE COUNTY  
\* STATE OF MARYLAND

\* \* \* \* \*

CLERK  
1983 JUN 23 1 34 46  
JRT  
QUEEN ANNE COUNTY

LAW OFFICES, PERDUE, RAYNE & DAVIS, PROFESSIONAL ASSOCIATION

Centreville, Md. 6/1 19 83

**We Hereby Certify**

That the annexed advertisement of  
Sale - Raymond Kesner  
was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 3rd day of June 19 83.  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 18th day of  
May 19 83, and the last  
insertion on the 1st day of  
June 19 83.

Publishers, Record Observer  
Per [Signature]

PERDUE, RAYNE & DAVIS  
PROFESSIONAL ASSOCIATION  
212 East Main Street  
Salisbury, Maryland 21801

**Trustee's Sale**  
OF  
VALUABLE BUILDING LOT  
IN  
Queen Anne Woods  
Queenstown, Maryland 21858

By virtue of the Power of Sale and authority  
contained in a Deed of Trust from RAYMOND N.  
KESNER and M. JANE KESNER, his wife, dated  
December 30, 1980, and recorded among the Lend  
Records for Queen Anne's County, State of  
Maryland, in Liber M.W.M. No. 171, Folio 824, et  
seq., default having occurred thereunder the  
undersigned Trustees will sell at Public Auction at  
the front door of the Court House located at  
Commerce Street, Centreville, Maryland 21617, on  
Friday, June 3, 1983, at 10:00 o'clock A.M., all the  
following described property:  
Lot 33, Section 2, Queen Anne Woods, Queen  
Anne's County, Maryland.  
This valuable property is improved by the ruins of  
a home. Buyer shall be responsible for all removal  
of debris.  
POSSESSION of said property to be given upon  
retification of sale.  
TERMS OF SALE: \$3,000.00 in cash at the time  
and place of sale, balance being payable with  
interest upon final retification of said sale by the  
Circuit Court of said County, the unpaid portion to  
bear interest at the rate of 11% per annum and to  
be secured to the satisfaction of said Substitute  
Trustees.  
Taxes and other public charges to be paid and  
adjusted to date of sale. Title examination, if  
desired, title papers, transfer tax, revenue stamps  
and costs of recording at the expense of the  
purchaser or purchasers.  
LOCATION of the property is Bennetts Point  
Road in Queenstown, Maryland.  
For further information, contact the undersigned  
Trustees.

RONALD G. RAYNE, Trustee  
DONALD C. RAYNE, Trustee  
Perdue, Rayne & Davis, P.A.  
212 East Main Street  
Salisbury, Maryland 21801  
301/749-2211

RO-5-18-3t-041

16 663

Centreville, Md. 6/29 19 83

### We Hereby Certify

That the annexed advertisement of  
Order Nisi Raymond Kesner

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 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

*[Signature]*  
1983 JUL 20

CLERK  
JUN 20 1983

QUEEN ANNE'S COUNTY

**ORDER NISI  
ON SALE  
RONALD G. RAYNE and  
DONALD C. DAVIS, Sub-  
stitute Trustees**

**vs.  
RAYMOND N. KESNER  
and M. JANE KESNER  
In the Circuit Court**

**for  
Queen Anne's County  
In Equity  
Cause No. 7376**

ORDERED, this 7th day  
of June, 1983, that the sale  
of the real property, made  
and reported in this cause  
by Ronald G. Rayne &  
Donald C. Davis, Sub-  
stitute Trustees, be ratified  
and confirmed, on or after  
the 8th 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 1st day of July,  
1983.

The report states the  
amount of sales to be  
\$12,000.00

Marguerite W. Mankin  
Clerk

True Copy, Test:  
Marguerite W. Mankin  
Clerk

By: Betty M. Comegys  
Deputy Clerk

Filed June 7, 1983

RO-6-16-31-016

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne's County,  
State of Maryland, this 29<sup>th</sup> day of ~~June~~ July, 1983, that the  
sale made and reported by the Trustees aforesaid be and the same is  
hereby finally ratified and confirmed, no cause to the contrary having  
been shown, although due notice appears to have been given as required  
by the Order Nisi passed in this cause

Rayton Carter  
JUDGE

LAW OFFICES, PERDUE, RAYNE & DAVIS, PROFESSIONAL ASSOCIATION

CLERK OF COURT  
1983 JUL 29 11:58  
QUEEN ANNE'S COUNTY

RONALD G. RAYNE, et al  
Trustees

Plaintiff

vs.

RAYMOND N. KESNER, et ux

Defendant

\* NO. 7376 CHANCERY  
\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* STATE OF MARYLAND  
\*  
\*  
\* \* \* \* \*

AFFIDAVIT

I, Mareen D. Waterman, do hereby make oath as follows:

1. That I and Marian R. Waterman are secured creditors holding a second mortgage against property formerly owned by Raymond N. Kesner and N. Jane Kesner which property is the subject of these proceedings and is more particularly described herein, said mortgage being dated December 30, 1980 and recorded among the Land Records of Queen Anne's County, Maryland in Liber M.W.M. No. 171, Folio 826, et seq. securing an indebtedness in the original principal amount of \$7,500.

2. The current principal indebtedness (exclusive of interest) is \$7,500 and the amount of unpaid interest through June 3, 1983, is \$1,549.99 plus \$2.08 per diem thereafter.

LAW OFFICES, PERDUE, RAYNE & DAVIS, PROFESSIONAL ASSOCIATION

*J. Morgan White*  
J. MORGAN WHITE

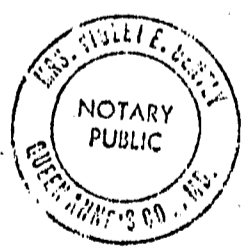
Perdue, Rayne & Davis, P.A.  
212 East Main Street  
P.O. Box 949  
Salisbury, Maryland 21801

*Mareen D. Waterman*  
MAREEN D. WATERMAN, Individually  
and as agent for Marian R.  
Waterman

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

I HEREBY CERTIFY, that on this 30<sup>th</sup> day of November, 1983, MAREEN D. WATERMAN personally appeared before me, the subscriber, a Notary Public in and for the State and County aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Affidavit are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and notarial seal the day and year aforementioned.



*Mrs. Violet E. Gentry*  
NOTARY PUBLIC  
My Commission Expires: 7/1/86

Clerk  
1983 NOV 30 PM 2:21  
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

RONALD G. RAYNE	:	
DONALD C. DAVIS	:	
Substitute Trustees	:	
	:	
v.	:	Chancery #7376
RAYMOND N. KESNER	:	
M. JANE KESNER	:	

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE		
Sale Price, as reported	\$ 12,000.00	
Interest on \$ 9,000.00 @ 11%		
from 06/03/83 to 09/20/83		
107 days @ \$ 2.71 per day	<u>290.00</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION		\$ 12,290.00
COMMISSIONS, payable to Fiduciary	\$ 750.00	
EXPENSES OF SALE		
Court costs	\$ 205.50	
Advertising		
Notice of sale	129.36	
Report of sale	53.13	
Bond premium	230.00	
Auctioneer's fee	30.00	
Certified mail	<u>7.65</u>	655.64
AUDITOR'S FEE AND COSTS		
Fee for audit	\$ 45.00	
Postage & copies	<u>1.56</u>	<u>46.56</u>
		<u>1,452.20-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION		\$ <u>10,837.80</u>
INDEBTEDNESS DUE UNDER DEED OF TRUST		
Principal, per Amended		
Statement of Debt	\$ 6,579.34-	
Interest to 06/03/83, per Statement	28.80-	
Interest on principal *		
06/04/83 to 08/02/83	<u>192.00-</u>	\$ 6,800.14-
AVAILABLE FOR DISTRIBUTION, as above		<u>10,837.80</u>
SURPLUS to be distributed		
to Mareen D. Waterman and Marian R. Waterman		
per claim filed and allowed		\$ 4,037.66

\* Rate stated in Deed of Trust is "Prime Plus Two \*\* percent". The amount shown in the Audit is that supplied in the Fiduciaries' Suggested Account (Second Circuit Rule 12) and indicates an annual percentage rate of 17.5% (\$3.20 per day)

NOTICE

The attached Account was filed on February 3, 1984. 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 #7376. 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.

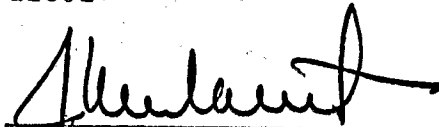
I further certify that on February 3, 1984, copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 595 g and Second Circuit Rule 12 d were mailed to the following:

Ronald G. Rayne, Esquire  
Donald C. Davis, Esquire  
212 East Main Street  
Salisbury, Maryland 21801

Raymond N. Kesner  
Route 1 Box 531  
Queenstown, Maryland 21658

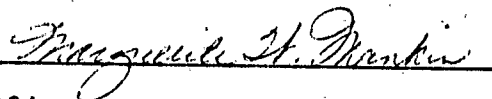
M. Jane Kesner  
Route 1 Box 531  
Queenstown, Maryland 21658

J. Morgan White, Esquire  
Attorney for Maren D. and Marian R. Waterman  
212 East Main Street  
Salisbury, Maryland 21801

  
John W. Sause, Jr.  
Auditor

NISI RATIFICATION OF AUDIT

ORDERED this 3rd day of February, 1984, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 22nd day of February, 1984, 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: February 3, 1984

<u>RONALD G. RAYNE, Sub. Tr., et al.</u>  vs.  <u>RAYMOND N. KESNER, et al.</u>	* * * * * * * * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY No. <u>7376</u>
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FINAL RATIFICATION OF AUDIT

ORDERED this 27th day of February, 1984,  
 by the Court that the account of the Auditor is finally ratified and  
 confirmed, and Ronald G. Rayne & Donald C. Davis/ <sup>Substitute</sup> ~~XXXXXX~~ Trustees,  
 are directed to apply the proceeds accordingly, with a due proportion of  
 interest as the same has been or may be received.

*Magistrate J. Mankin* Clerk

Filed February 27, 1984

DAVID R. NAKA and  
JOHN P. MACHEN

Plaintiffs

v.

ROBERT V. DONATELLI and  
VERNA M. DONATELLI

Defendants

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* Case No. 7541  
\* Folio:  
\* Docket:  
\*

ORDER TO DOCKET SUIT, ETC.

Mrs. Marguerite W. Mankin, Clerk

FEB 14-84 \* 2 711 \*\*\*\*\*70.00  
FEB 14-84 A 92 711 \*\*\*\*\*10.00  
FEB 14-84 A 92 710 \*\*\*\*\*60.00

Please docket suit as above entitled and filed therein the certified copy of the mortgage from the above-named Defendants to Nathiel Smith dated the 27th day of January, 1982 and recorded among the Land Records of Queen Anne's County, Maryland in Liber 182, folio 342, and also file the certified copies of the hereinafter mentioned Assignments of Mortgage respectively.

Assignment of Mortgage from Nathiel Smith to Harry Blumenthal dated the 8th day of September, 1982 and recorded among the Land Records of Queen Anne's County, Maryland in Liber 188, folio 435,

Assignment of Mortgage from Harry C. Blumenthal and Nathiel Smith to George Dezes and Helen Dezes dated the 14th day of November, 1983 and recorded among the Land Records of Queen Anne's County, Maryland in Liber 206, folio 531,

Assignment of Mortgage from George Dezes and Helen Dezes to David R. Naka and John P. Machen, the above-named Plaintiffs, pursuant to the terms of said mortgage, dated the 5th day of December, 1983 and recorded among the Land Records of Queen Anne's County, Maryland in Liber 206, folio 533.

FILED  
FEB 14 1984  
CIRCUIT COURT  
QUEEN ANNE'S COUNTY, MARYLAND



Please also docket the Statement of Mortgage Debt  
and Military Affidavit.

*David R. Naka* ~~John P. Macher~~  
David R. Naka

*John P. Macher*  
John P. Macher

Plaintiffs

1100 Charles Center South  
36 South Charles Street  
Baltimore, Maryland 21201  
Tel. 301/539-2530

DOCUMENT NO: 788 041

182 of 342

FIRST THIS MORTGAGE, made this 27th day of January, 1982, by and between ROBERT M. DONATELLI and VERNA M. DONATELLI, his wife, parties of the first part, hereinafter referred to as MORTGAGOR, and MATTHEW SMALL, RAFFY of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS the said Mortgagor is justly indebted to said Mortgagee in the full sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), (being money loaned and advanced by said Mortgagee to said Mortgagor) for which said sum and the interest thereon the said Mortgagor has passed to said Mortgagee its promissory note bearing even date herewith, for said sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), payable in accordance with the terms of the aforesaid promissory note.

WHEREAS, the said Mortgagor is justly indebted unto said Mortgagee in the full sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), (being money loaned and advanced by said Mortgagee to said Mortgagor) for which said sum and the interest thereon the said Mortgagor has passed to said Mortgagee its promissory note bearing even date herewith, for said sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), payable in accordance with the terms of the aforesaid promissory note.

AND WHEREAS, Mortgagor shall pay to Mortgagee a late charge of four percent (4%) of any quarterly installment not received by the Mortgagee within fifteen (15) days after the installment is due.

AND WHEREAS, Mortgagor may prepay the principal amount outstanding in whole or in part, at any time without penalty.

JAN 28-82 \* 2 473 \*\*\*\*144.00  
JAN 28-82 A #2 473 \*\*\*\*132.00  
JAN 28-82 A #2 472 \*\*\*\*12.00

AND WHEREAS the latter to secure the repayment of said loan, with interest, this mortgagee hereby agrees to accept and deliver to the Mortgagor, 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, parcel or tract of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, and being a portion of that property formerly known as Shamrock Inn, now Dezes Restaurant, as set forth and shown as Parcel 2, on a plat and survey by J. R. McCrone, Jr., Inc., registered engineers and surveyors, entitled "Subdivision Plan of Part of the Lands of George Dezes, 4th District, Queen Anne's County, Maryland", a copy of which is intended to be recorded prior hereto among the Land Records of Queen Anne's County, and being more particularly described as follows, to wit:

BEGINNING for the same at a point at the intersection of the southeastern corner of the herein described parcel, with the westernmost side of Shamrock Road, a fifty (50) foot wide right of way. Said beginning point being further located North 03° 15' 50" East 535.50 feet from the intersection of the northernmost side of Maryland Route 18, with the easternmost corner of Parcel One of the lands of George Dezes (see C.W.C. 68/250); thence, leaving said beginning point as fixed and binding for new lines of division through the aforementioned Dezes lands, the following two (2) courses and distances: North 85° 33' 29" West 348.00 feet to a point and North 06° 07' 37" East 227.08 feet to a point on the southernmost outline of the lands of Edward J. McGraw (see C.W.C. 66/521); thence, leaving said point and binding on the southernmost outline of the aforesaid McGraw lands, South 76° 38' 10" East 170.00 feet to a point; thence, leaving said point and said McGraw lands and binding for a new line of division through the aforesaid Dezes lands, North 87° 59' 41" East 239.50 feet to a point on the easternmost side of the aforementioned Shamrock Road; thence, leaving said point and binding on the easternmost side of the aforesaid Shamrock Road with the arc of a curve to the left, having a chord of South 42° 43' 49" West 108.98 feet to a point of tangency, said curve having an arc length of 118.10 feet and a radius length of 85.73 feet; thence, South 03° 15' 50" West 142.00 feet to the place of beginning. Containing in all 1.69 acres of land, more or less.

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

JAN 28 PM 3:57  
QUEEN ANNE'S COUNTY

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages therein 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 here- in 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 per- form 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 assess- ments, 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

15 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 ade- quacy 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 ac- quired 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 Henry L. Blumenthal, 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 \$250.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein, (7) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, planted, 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 assur- ances as may be requisite.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, execu- tors, 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:

*Michael R. Donatelli* ..... (SEAL)  
 Robert V. Donatelli  
*Michael R. Donatelli* ..... (SEAL)  
 Verna M. Donatelli ..... (SEAL)  
 Verna M. Donatelli, his wife  
 ..... (SEAL)

STATE OF MARYLAND  
 COUNTY OF QUEEN ANNE'S

On this the 02<sup>nd</sup> day of JANUARY, 1982, before me, a Notary Public of the State of MARYLAND, the undersigned officer, personally appeared Robert V. Donatelli and Verna M. Donatelli, 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 that they are the persons whose names are subscribed to the same.

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



16 FEB 679

*Robert V. Donatelli*  
 Notary Public  
 182 JUL 343

LIBER 182 VOL 344

STATE OF MARYLAND, CITY/COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY, that on this 27<sup>th</sup> day of January, 1982, before me, the Subscriber, a Notary Public of the State and City/County aforesaid, personally appeared NATHIEL SMITH, 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 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.

WITNESS my hand and Notarial Seal:

Lady Johnson  
Notary Public

My commission expires: 7/15/82




FOR ASSIGNMENT SEE LIBER MWM 188 PAGE 435

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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied  
from Liber MWM 182, folio 342, a Land Record Book  
for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto  
subscribe my name and affix the  
Seal of the Circuit Court for  
Queen Anne's County, this 21st  
day of December, 19 883.

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

ADJUSTABLE RATE PROMISSORY NOTE

\$150,000.00

Date January 27, 1982

FOR VALUE RECEIVED, we, the undersigned, do hereby promise to pay to the order of Nathiel Smith of Annapolis, Anne Arundel County, Maryland, the principal sum of one hundred Fifty Thousand Dollars (\$150,000.00), together with interest due thereon as specified hereinafter, the terms of repayment as follows:

In quarterly principal installments in the amount of Two Hundred Dollars (\$200.00), commencing on the 1<sup>st</sup> day of May, 1982, and continuing every quarter thereafter, with the entire principal balance together with all interest due thereon, as calculated hereinafter, being due and payable on the 1<sup>st</sup> day of February, 1992.

Interest shall be due and payable in quarterly installments commencing on the 1<sup>st</sup> day of MAY, 1982 and continuing each and every quarter thereafter with all accrued interest being due and payable on the 1<sup>st</sup> day of February, 1992, said interest shall be calculated on that part of the outstanding principal which has not been paid at 2% over the prime interest rate as set by the First National Bank of Maryland, a national banking corporation, with headquarters at Baltimore, Maryland, the base prime index figure of the First National Bank of Maryland as referred to hereinabove shall be determined and ascertained by utilizing the daily prime interest rate figure applicable fourteen (14) days prior to the date of the aforementioned quarterly payment.

LAW OFFICES  
CHAE R. FOSTER  
MORGAN BUILDING  
WINDY CENTER ROAD  
P. O. BOX 402  
ANNAPOLIS, MD 21403  
(301) 241-1141

If any quarterly 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 fifteen (15) 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 fifteen per cent (15%) attorney's fees for collecting same.

Borrower shall pay to the note holder a late charge of four per cent (4%) of any quarterly installment not received by the note holder within fifteen (15) days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part, at any time without penalty. The note holder may require that any partial payments (i) be made on the date quarterly installments are due and (ii) be in the amount of that part of one or more quarterly 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 quarterly 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.

-2-

LAW OFFICES  
MICHAEL R. FOSTER  
MORGAN BUILDING  
SHOPPING CENTER ROAD  
P. O. BOX 87  
DENTON, TEXAS 76205  
(817) 382-8141

Any notice to Borrower provided for in the shall be given by mailing such notice by certified mail addressed to Borrower. Any notice to note holder shall be given by mailing such notice by certified mail, return receipt requested, to the note holder at the address stated herein, or at such address as may have been designated by notice to Borrower.

And whereas, Robert V. Donatelli and Verna H. Donatelli, his wife, do hereby join in the execution of this promissory note to obligate themselves to the repayment of said obligation according to the terms and conditions hereinabove mentioned.

And whereas, George Dezes and Helen Dezes, his wife, do hereby join in the execution of this promissory note to obligate themselves to the repayment of said obligation according to the terms and conditions hereinabove mentioned and have this date executed a mortgage on 3.78 acres of land to serve as additional security, HOWEVER, the liabilities of George Dezes and Helen Dezes shall be limited, the sole recourse of the payee, Nathiel Smith, being restricted to rights as contained in the aforescribed mortgage which are conditioned by the conditions precedent that prior to the mortgagee availing himself of any remedies as contained in the mortgage, including, but not limited to, rights of acceleration, power of sale and assent to decree, he shall give George Dezes and Helen Dezes thirty (30) days written notice of any default by Donatelli's Chandlery, Inc., Robert V. Donatelli and Verna M. Donatelli under this note, during which time George Dezes and Helen Dezes shall be given the right to cure said default.

LAW OFFICE  
 MICHAEL R. FOSTER  
 MORGAN BUILDING  
 SHOPPING CENTER ROAD  
 P. O. BOX 307  
 STEVENSVILLE, MD. 21660  
 (301) 644-2141



The indebtedness evidenced by this note is secured by a mortgage of even date herewith on property located in the Fourth Election District of Queen Anne's County, Maryland.

DONATELLI'S CHANDLERY, INC.

BY: Robert Donatelli Pres (SEAL)

Robert Donatelli (SEAL)  
Robert V. Donatelli

Verna M. Donatelli (SEAL)  
Verna M. Donatelli, his wife

George Dezes (SEAL)  
George Dezes  
Helen Dezes (SEAL)  
Helen Dezes, his wife

FOR VALUE RECEIVED, the undersigned hereby assigns all his rights, title and interest in the within Note dated January 27, 1982, to George Dezes and Helen Dezes without warranty and without recourse.

Nathiel Smith  
NATHIEL SMITH by Patricia Donaldson  
pursuant to Power of Attorney dated  
August 31, 1983

Dec. 4, '83

LAW OFFICE  
NICHOLAS FOSTER  
MORGAN BUILDING  
CROFTON CENTER ROAD  
P. O. BOX 997  
STEVENSVILLE, MD. 21080  
(301) 843-2141

DOCUMENT NO. 109 924

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE is made this 9th day of September, 1982, between NATHIEL SMITH (hereinafter called "Assignor") and HARRY C. BLUMENTHAL (hereinafter called "Assignee").

SEP 10-82 \* 28537 \*\*\*\*\*12.50  
SEP 10-82 A #28537K \*\*\*\*\*50  
SEP 10-82 A #28536 \*\*\*\*\*12.00

RECITALS

Robert V. Donatelli and Verna M. Donatelli executed a Mortgage dated January 27, 1982 and recorded among the Land Records of Queen Anne County, Maryland in Liber No. 182, folio 342 ("Mortgage") to Nathiel Smith to secure the payment of a mortgage debt in the original principal sum of \$150,000.00.

Assignor, by this instrument pursuant to Rules W70-W79, Inclusive, of the Maryland Rules does hereby assign the Mortgage to the Assignee solely in order to exercise the power of sale contained therein pursuant to Section 7-105 of the Real Property Article of the Annotated Code of Maryland, 1974 Volume.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by Assignor, Assignor hereby assigns, transfers, conveys and sets over to Assignee all of its right, title and interest in and to the aforesaid Mortgage and to all sums due and to become due thereunder, for the purpose of instituting and completing foreclosure proceedings with respect to said Mortgage which is now in default, and otherwise collecting all indebtedness due thereunder.

TO HAVE AND TO HOLD said Mortgage unto the Assignee, his heirs, personal representatives and assigns, absolutely for the purposes hereinabove specified.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Mortgage under seal the day and year first above written.

ATTEST:

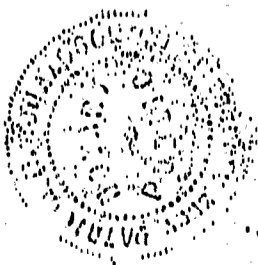
1982 SEP-10-AM 10:51

Nathiel Smith  
Nathiel Smith

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

I HEREBY CERTIFY that on this 9th day of Sept., 1982, before me, the undersigned, personally appeared Nathiel Smith, known to me to be the party who executed the foregoing and acknowledge that he signed same for the purposes therein contained.

WITNESS my hand and Notarial Seal.



Juliana M. Lovellson  
Notary Public


My commission expires: July 1, 1986

7

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

THIS IS TO CERTIFY, that the foregoing was truly taken and copied from Liber MWM 188, folio 435, 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 December, 19 83.

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

ASSIGNMENT OF MORTGAGE

QUEEN ANNE'S COUNTY

THIS ASSIGNMENT OF MORTGAGE is made this 14 day of Nov., 1983 between HARRY C. BLUMENTHAL and NATHIEL SMITH (hereinafter collectively called "Assignor") and GEORGE DEZES and HELEN DEZES, his wife as tenants-by-the entirety, (hereinafter collectively called "Assignee").

RECITALS

Robert V. Donatelli and Verna M. Donatelli executed a Mortgage dated January 27, 1982 and recorded among the Land Records of Queen Anne's County, Maryland in Liber No. 182, folio 342 ("Mortgage") to Nathiel Smith to secure the payment of a mortgage debt in the original principal sum of \$150,000.00.

Nathiel Smith by Assignment of Mortgage dated September 8, 1982 and recorded among the Land Records of Queen Anne's County in Liber 188, folio 435 assigned the Mortgage to Harry C. Blumenthal solely in order to exercise the power of sale contained therein pursuant to Section 7-105 of the Real Property Article of the Annotated Code of Maryland.

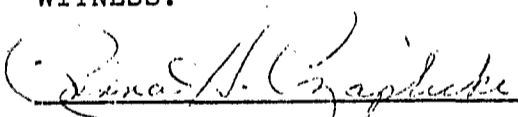
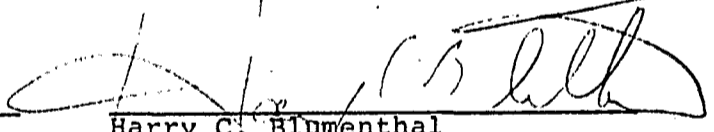
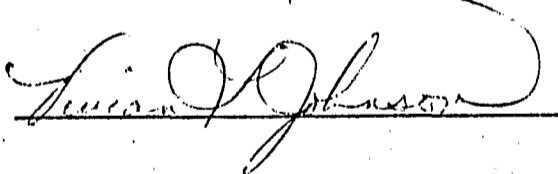
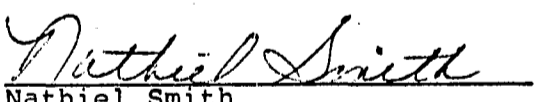
Nathiel Smith and Harry C. Blumenthal have agreed to assign their interests in the Mortgage to the Assignee.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by Assignor, Assignor hereby assigns, transfers, conveys and sets over to Assignee all of its right, title and interest in and to the aforesaid Mortgage and to all sums due and to become due thereunder, without warranty and without recourse.

TO HAVE AND TO HOLD said Mortgage unto the Assignee, their heirs, personal representatives and assigns, absolutely.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Mortgage under seal the day and year first above written.

WITNESS:

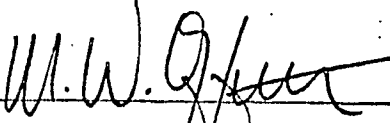
	
	Harry C. Blumenthal
	
	Nathiel Smith

LIB. 206 532

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

I HEREBY CERTIFY that on this 9th day of November, 1983, before me, the undersigned, personally appeared Harry C. Blumenthal, known to me to be the party who executed the foregoing and acknowledge that he signed same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

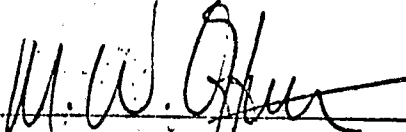
  
\_\_\_\_\_  
Notary Public

My Commission Expires: July 1, 1986

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

I HEREBY CERTIFY that on this 14 day of November, 1983, before me, the undersigned, personally appeared Patricia Donaldson pursuant to Power of Attorney dated August 31, 1983, known to me to be the party who executed the foregoing and acknowledge that she signed as attorney in fact for Nathiel Smith for the purposes therein contained.

WITNESS my hand and Notarial Seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: July 1, 1986

115,481

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE made this 5th day of December, 1983 by and between GEORGE DEZES and HELEN DEZES, his wife (hereinafter collectively called "Assignor") and DAVID R. NAKA and JOHN P. MACHEN (hereinafter collectively called "Assignee").

WHEREAS, Robert V. Donatelli and Verna M. Donatelli executed a Mortgage dated January 27, 1983 which was recorded among the Land Records of Queen Anne's County, Maryland in Liber No. 182, folio 342 (hereinafter called the "Mortgage") to Nathiel Smith to secure payment of a mortgage debt in the original principal sum of \$150,000.00; and

WHEREAS, Nathiel Smith, by Assignment of Mortgage dated September 8, 1982 which was recorded among the Land Records of Queen Anne's County, Maryland in Liber No. 188, folio 435, assigned the Mortgage to Harry C. Blumenthal solely in order to exercise the power of sale contained therein pursuant to Section 7-105 of the Real Property Article of the Annotated Code of Maryland; and

WHEREAS, Harry C. Blumenthal and Nathiel Smith executed an Assignment of Mortgage dated November 14, 1983 recorded or intended to be recorded among the Land Records of Queen Anne's County, Maryland immediately prior to the recordation hereof to George Dezes and Helen Dezes.

NOW, THEREFORE, THIS ASSIGNMENT OF MORTGAGE, WITNESSETH, That in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Assignors do hereby grant, convey, and assign unto the Assignees their successors and assigns, all their right, title, and interest in and to the Mortgage for the purpose of foreclosure.

IN WITNESS WHEREOF the Assignors have hereunto set their hands and seals the day and year first above mentioned.

WITNESS:

[Signature]

[Signature] (SEAL)  
GEORGE DEZES

[Signature]

[Signature] (SEAL)  
HELEN DEZES

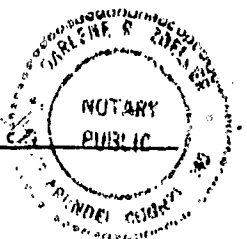
LIBER 206 PAGE 534

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 14 day of December, 1983, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared GEORGE DEZES and HELEN DEZES known to me or satisfactorily proven to be the persons whose names 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.

*Alfred S. Galt*  
Notary Public



My Commission Expires: July 1, 1986

DEC 21 1983  
LIBRARY

DEC 21-83 \* 20899 \*\*\* \*\*11 50  
DEC 21-83 A #28600 \*\*\* \*\*11 50

DAVID R. NAKA and  
JOHN P. MACHEN

Plaintiffs

v.

ROBERT V. DONATELLI and  
VERNA M. DONATELLI

Defendants

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* Docket:  
\* Folio:  
\* Case No. 7541  
\*

STATEMENT OF MORTGAGE DEBT

As of January 31, 1984

Original amount of mortgage \$ 150,000.00

LESS

Total principal payments 200.00  
\$ 149,800.00

PLUS

Interest through January 3, 1983  
per judgment 15,567.42  
\$ 165,367.42

1/1/83 - 1/31/83 at 13% x \$149,800.00 1,493.89  
\$ 166,861.31

2/1/83 - 4/30/83 at 13% x \$149,800.00 4,748.45  
\$ 171,609.76

5/1/83 - 7/31/83 at 12.5% x \$149,800.00 4,719.72  
\$ 176,329.48

8/1/83 - 10/31/83 at 12.5% x \$149,800.00 4,719.72  
\$ 181,049.20

11/1/84 - 1/31/84 at 13% x \$149,800.00 4,908.51

TOTAL MORTGAGE DEBT CLAIMED \$ 185,957.71

By George Dezes  
George Dezes

By Helen Dezes  
Helen Dezes

RECORDED IN 1984  
QUEEN ANNE'S COUNTY



STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 4th day of February, 1984, and before me, a Notary Public of the State of Maryland, personally appeared GEORGE DEZES known to me (or satisfactorily proven) to be the beneficial owner of the Mortgage filed in the above-entitled case, and made oath that the foregoing is a true statement of the amount of the mortgage claim filed in the said cause remaining due and unpaid, as of January 31, 1984, to the said Owner.

AS WITNESS my hand and Notarial Seal.

Betty J. Maat  
Notary Public



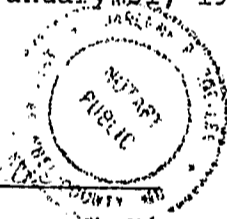
My Commission Expires: July 1, 1986

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 9th day of February, 1984, and before me, a Notary Public of the State of Maryland, personally appeared HELEN DEZES known to me (or satisfactorily proven) to be the beneficial owner of the Mortgage filed in the above-entitled case, and made oath that the foregoing is a true statement of the amount of the mortgage claim filed in the said cause, remaining due and unpaid, as of January 31, 1984, to the said Owner.

AS WITNESS my hand and Notarial Seal.

Robert A. Z...  
Notary Public



My Commission Expires: July 1, 1986

18 693

DAVID R. NAKA and  
JOHN P. MACHEN

Plaintiffs

v.

ROBERT V. DONATELLI and  
VERNA M. DONATELLI

Defendants

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* Docket:  
\* Folio:  
\* Case No. 7591  
\*

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, personally appeared George Dezes and Helen Dezes, beneficial owners of the mortgage filed in the above-entitled case, and made oath in due form of law that they knows of the defendants herein, and that to the best of their information, knowledge and belief

- (1) said defendants are not in the military service of the United States,
- (2) said defendants are not in the military service of any nation allied with the United States,
- (3) said defendats have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

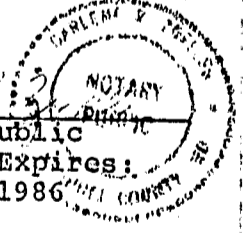
Subscribed and sworn to before me this 9<sup>th</sup> day of February, 1984.

Subscribed and sworn to before me this 9<sup>th</sup> day of February, 1984.  
George Dezes  
George Dezes, Owner of the Mortgage

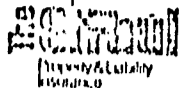
Helen Dezes  
Helen Dezes, Owner of the Mortgage

William J. Masten  
Notary Public  
My Commission Expires:  
July 1, 1986

William J. Masten  
Notary Public  
My Commission Expires:  
July 1, 1986



1984 FEB 9 4:30  
QUEEN ANNE'S COUNTY



IN THE CIRCUIT COURT

OF QUEEN ANNE'S COUNTY

STATE OF MARYLAND

Bond No. 400 GW 2141

*Family # 7511*

David R. Naka and  
John P. Machen, Trustees

versus

Robert V. Donatelli and  
Verna M. Donatelli, his wife

BOND OF TRUSTEE TO SELL  
REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS: That we, David R. Naka and John P. Machen  
36 South Charles Street, Baltimore, Maryland 21201 as Principal S,

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 Thousand and 00/100-----

Dollars (\$ 200,000.00---) to be paid to the said State or its certain Attorney, to which payment, well  
and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, adminis-  
trators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 6th day of March 19 84.

WHEREAS THE ABOVE BOUNDEN David R. Naka and John P. Machen  
by virtue of a decree of the Honorable the Judge of the Circuit Court \_\_\_\_\_ of Queen Anne's  
County, Maryland have VG been appointed trustees S to sell \_\_\_\_\_  
Real Estate mentioned in the proceedings in the case of

David R. Naka and John P. Machen

versus

Robert V. Donatelli and Verna M. Donatelli

CERTIFIED COPY OF POWER OF  
ATTORNEY ATTACHED

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Principals  
do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed  
in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be  
and remian in full force and virtue in law.

Barbara R. Moloney  
\_\_\_\_\_  
Witness for Surety

David R. Naka (SEAL)  
David R. Naka, Trustee Assignee  
John P. Machen (SEAL)  
John P. Machen, Trustee Assignee  
\_\_\_\_\_  
(SEAL)

ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
By Marie A. Rosendale  
Marie A. Rosendale  
Attorney-in-fact

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



IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 14th day of March, 1984.

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

DAVID R. NAKA and  
JOHN P. MACHEN,  
Assignees

Plaintiffs

v.

ROBERT V. DONATELLI and  
VERNA M. DONATELLI

Defendants

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\*  
\* Case No. -7451 7541  
\* *Zmc*  
\* \* \* \* \*

REPORT OF SALE

David R. Naka and John P. Machen, Assignees by Assignment of Mortgage from George Dezes and Helen Dezes to David R. Naka and John P. Machen dated December 5, 1983 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 206, folio 533, respectfully report unto Your Honor as follows:

That after default had occurred under the terms of a Mortgage dated January 27, 1982 by and between Robert V. Donatelli and Verna M. Donatelli to Nathiel Smith, recorded among the Land Records aforesaid in Liber No. 182, folio 342 (which Mortgage had been assigned by Assignment of Mortgage dated September 8, 1982 by Nathiel Smith to Harry C. Blumenthal, recorded among the Land Records aforesaid in Liber No. 188, folio 435; thence Harry C. Blumenthal and Nathiel Smith executed an Assignment of Mortgage dated November 14, 1983 to George Dezes and Helen Dezes recorded among the Land Records aforesaid in Liber No. 206, folio 531), and at the request of the beneficial owner of said Mortgage, and after having given bond with security for the faithful performance of their duties as required by law, and after having given due 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, Maryland, once a week for at least three successive weeks before the day of sale, as will more fully appear

10-00057

9CR 16

by the printer's certificate to be filed herein, the said Assignees, or one of them, did attend the sale at the premises on March 6, 1984 at the hour of 2:00 o'clock p.m., and then and there did proceed to offer for sale the following property covered by said Deed of Trust:

All that lot, parcel or tract of land situate, lying and being in Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland shown as Parcel 2, on a plat and survey by J. R. McCrone, Jr., Inc., entitled "Subdivision Plan of Part of the Lands of George Dezes, 4th District, Queen Anne's County, Maryland" recorded in Liber M.W.M. No. 182, folio 340.

And your Assignees sold said property unto G & G Ventures, Inc., Purchaser at and for the sum of Ninety Thousand and 00/100 Dollars (\$90,000.00) the said Purchaser being, at that price, the highest bidder therefor.

AND, as in duty bound, etc.

*David R. Naka* Assignee (SEAL)  
David R. Naka, Assignee

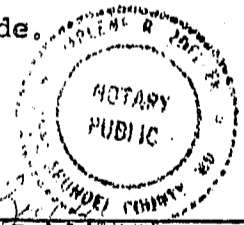
1100 Charles Center South  
36 South Charles Street  
Baltimore, Maryland 21201  
Telephone: 539-2530

*John P. Machen* (SEAL)  
John P. Machen, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 14<sup>th</sup> day of March, 1984, before me, the Subscriber, a Notary Public of the State of Maryland, personally appeared David R. Naka and John P. Machen, Assignees, 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.



*[Signature]*  
Notary Public

My commission expires July 1, 1986

STATE OF MARYLAND QUEEN ANNE'S COUNTY, Sect.:

I HEREBY CERTIFY, That on this 6th day of March,  
1984, before me, the subscriber, a Notary Public of the State of

Maryland, in and for BALTIMORE COUNTY AFORESAID,

personally appeared GEORGE GUNTER, PLES. G. G. VENTURA JR

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 1.69 Acres, More or Less, Chester,  
mentioned in the said Report of Sale. Queen Anne's County

George Gunter  
Purchaser

Jack F. Billig  
Notary Public  
NOTARY PUBLIC  
MORNING

OFFICE PHONE: PLAZA 2-8440

18 700

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,

March 7, 1984

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 *John F. Billig*



*Cindy L. Bowman*  
Notary Public

RECORDED  
MARCH 15 1984  
BALTIMORE COUNTY



DAVID R. NAKA and  
JOHN P. MACHEN  
Assignees

Plaintiffs

v.

ROBERT V. DONATELLI and  
VERNA M. DONATELLI

Defendants

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\*  
\* Case No. 7541  
\*  
\*

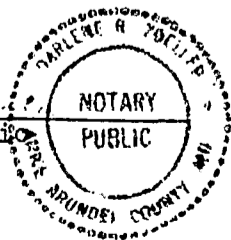
AFFIDAVIT UNDER MARYLAND RULE W74 a 2 (c)

STATE OF MARYLAND,  
SS  
CITY OF BALTIMORE,

I HEREBY CERTIFY, that on this 4<sup>th</sup> day of March, 1984, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared David R. Naka one of the Assignee's in the above entitled case who, by virtue of the Assignment of Mortgage dated December 5, 1983 filed in these proceedings, were empowered to sell the mortgaged property in the proceedings in this case, and made oath in due form of law that on February 27, 1984, he caused to be mailed by certified and regular mail a letter dated February 27, 1984, stating the time, place and terms of sale of the mortgaged property to (1) the mortgagors; (2) the present record owners of the mortgaged property (if different from the mortgagors); and (3) any holder of a recorded subordinate mortgage or other recorded subordinate interest in the mortgaged property which had, prior to the date of the first publication of notice of the sale, recorded among the Land Records of each jurisdiction in which the mortgaged property is located a request for notice of sale in accordance with the provisions of Section 7-105 (c) of the Real Property Article of the Annotated Code of Maryland and Rule W-74 a 2 (c) of the Maryland Rules of Procedure; and a copy of the letter is attached hereto.

My Commission Expires: July 1, 1986

Notary Public



ORDER NISI ON SALE

DAVID R. NAKA and  
JOHN P. MACHEN, Assignees

vs.

ROBERT V. DONATELLI and  
VERNA M. DONATELLI  
Defendants

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

Cause No. 7541

ORDERED, this 16th day of March, 1984, that  
the sale of the real property, made and reported in this cause by  
David R. Naka and John P. Machen, Assignees, be ratified and confirmed,  
on or after the 16th day of April, 1984, 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 9th day of April, 1984.

The report states the amount of sales to be \$ 90,000.00.

*Marguerite St. Markin* Clerk

Filed March 16, 1984

Centreville, Md. 4/4 19 84

### We Hereby Certify

That the annexed advertisement of  
Order Nisi  
Cause No. 7541  
was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 9th day of April 1984.  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER/BAY TIMES was on the  
21st day of March  
1984, and the last insertion on the  
4th day of April  
1984.

Publishers, Record Observer

Per Marguerite W. Mankin

*Filed April 18, 1984*

ORDER NISI  
ON SALE  
DAVID R. NAKA and  
JOHN P. MACHEN,  
Assignees  
vs.  
ROBERT V. DONATELLI  
and VERNA M.  
DONATELLI  
Defendants  
In the Circuit Court  
for  
Queen Anne's County  
In Equity  
Cause No. 7541  
ORDERED, this 16th day  
of March, 1984, that the  
sale of the real property,  
made and reported in this  
cause by David R. Naka  
and John P. Machen,  
Assignees, be ratified and  
confirmed, on or after the  
16th day of April, 1984,  
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 9th day of April,  
1984.  
The report states the  
amount of sales to be  
\$90,000.00  
Marguerite W. Mankin  
Clerk  
True Copy, Test:  
Marguerite W. Mankin  
Clerk  
By: Betty M. Comegys  
Deputy Clerk  
Filed March, 16, 1984  
RB-3-21-3t-043

9CR 16 704

Centerville, Md. 2/29 19 84

### We Hereby Certify

That the annexed advertisement of Robert V. & Vera M. Donatelli 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 March 19 84.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 15th day of Feb.

19 84, and the last insertion on the 29th day of Feb.

19 84.

Publishers, Record Observer

Per Broethy M. M. M. M.

*Filed April 18, 1984*

Piper & Marbury, Solicitors  
100 Charles Center South  
36 South Charles Street  
Baltimore, Maryland 21201  
**ASSIGNEES' & CREDITORS' SALE**  
**WELL KNOWN LONG ESTABLISHED**  
**2 STORY RESTAURANT BUILDING**  
**(LAND AREA: 1.69 ACRES, MORE OR LESS)**  
AND  
RESTAURANT, BAR & TAVERN FIXTURES  
AND EQUIPMENT CONTAINED THEREIN  
KNOWN AS  
BOOTLEGGERS INN  
(FORMERLY "DEZES")  
SALE ON PREMISES  
SOUTH SIDE U.S. ROUTE 50  
(JUST BEFORE KENT NARROWS BRIDGE)  
Chester, Queen Anne's County, Maryland

**Tuesday, March 6, 1984**

AT 2:00 O'CLOCK P.M.

Under and by virtue of the power of sale contained in a certain Mortgage from Robert V. Donatelli and Vera M. Donatelli to Nathiel Smith dated January 27, 1982, and recorded in Liber 182, folio 342 among the Land Records of Queen Anne's County, Maryland which Mortgage has been assigned by Assignment from Nathiel Smith to Harry C. Blumenthal, dated September 8, 1982 and recorded in Liber 188, folio 435 among the aforesaid Land Records, by Assignment from Harry C. Blumenthal and Nathiel Smith to George Dezes and Helen Dezes dated November 14, 1983 and recorded in Liber 206, folio 531 among the aforesaid Land Records, and by Assignment from George Dezes and Helen Dezes to David R. Naka and John P. Machen, Assignees dated December 5, 1983 and recorded in Liber 206, folio 533 among the aforesaid Land Records; default having occurred under the terms thereof, and at the request of the parties secured thereby, and pursuant to a Purchase Money Security Agreement dated January 27, 1982 by and between Donatelli's Chandlery, Inc., to Nathiel Smith, which Purchase Money Security Agreement has been assigned by Nathiel Smith to George Dezes and Helen Dezes, notice of which Purchase Money Security Agreement was given by a Financing Statement filed among the Financing Records of the State Department of Assessments and Taxation in Liber 2530, folio 01673, Identification No. 179863, and among the Financing Records of Queen Anne's County in Liber 182, folio 341, default having occurred thereunder, the undersigned Assignees and Creditors will offer for sale at Public Auction at the premises on Tuesday, March 6, 1984 at 2:00 o'clock p.m. all of their right, title and interest in the real property and chattels described below.

#### I. REAL PROPERTY

All that lot, parcel or tract of land situated, lying and being in Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland shown as Parcel 2, on a plat and survey by J. R. McCrone, Jr., Inc., entitled "Subdivision Plan of Part of the Lands of George Dazas, 4th District, Queen Anne's County, Maryland" recorded in Liber M.W.M. No. 182, folio 340. Containing 1.69 acres, more or less.

The property fronts 227 feet, more or less, on Shamrock Road (which leads into Route 50), with depths of 348 feet, more or less, and 409 feet, more or less, with a rear lot line of 227 feet, more or less.

THE PROPERTY IS IMPROVED BY A 2 STORY FRAME RESTAURANT BUILDING CONTAINING THE FOLLOWING: Dining room with bar area with fireplace with approximate 40 seat capacity, dining room with waitress station area and service bar with approximate 80 seat capacity, kitchen, rest rooms, and storage room with walk-in boxes - all on the first floor. The second floor has 2 apartments and storage room. The building is heated by oil hot water, and the dining rooms are centrally air conditioned. Large paved parking area.

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

The property will be sold "AS IS" with no warranty of the improvements.

#### II. CHATTELS

The chattels will be sold as an entirety only and include: stainless steel hand sink, Toastmaster bread warmer, bread storage, coffee station, Bun-O-Matic Coffee Maker, Columware iced tea dispenser, Toastmaster 4 slice toaster, Howard 2 door salad refrigerator, asst. pens for salad section, 3 section stainless steel sink, 3 door refrigerator, butcher block working table, 2 - bun - pan - storage racks, 2 working tables, Hobart dishwasher, steam table, stainless steel working table, Victory 1 door stand-up freezer, Victory back-up working box, Victory broiler,

16 705

Vulcan deep fryers, 1 large grill, 1 small grill, stainless steel ovens, walk-in freezer, walk-in box, Hobart flour mixer, gas heater, wall fan, asst. kitchen utensils, asst. glassware, asst. restaurant chairs, asst. restaurant tables.

NOTE: The chattels will be sold "AS IS" and "WHERE IS". The Creditors make no express or implied warranties regarding the chattels, their contents or their fitness. All that is being offered is the right, title and interest of the Creditors to such chattels.

MANNER OF SALE: The real property will be offered first and the bid reserved. The chattels will be offered and the bid reserved. The real property and chattels will be offered as an entirety, and sold in the manner producing the greater amount. A deposit of \$15,000 on the real property; \$2,000 on the chattels; and \$17,000 is sold as an entirety.

TERMS OF SALE: Deposits as provided above must be made in cash or by certified or cashier's check and made at the time and place of sale. The balance or balances (if sold in parts) must be paid in cash or by certified or cashier's check at settlement. Settlement with respect to the real property must occur within 20 days following final ratification of sale by Circuit Court for Queen Anne's County, and at the same time settlement with respect to the chattels must occur if the chattels are sold under the Third Offering. However, if the chattels are sold under the Second Offering, then settlement with respect to the chattels must occur within 10 days following the sale. Time is of the essence, but any period of time for settlement may be extended by the Assignees, their successors and assigns, for good cause shown. Settlement is to be held at a place to be determined by the Assignees in their sole discretion. Interest to be paid on the unpaid purchase price(s) at the rate of fifteen percent (15%) per annum from the date of sale to the date of settlement. Taxes, water rents, and all other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges, if any, to be adjusted to date of sale and assessed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes to be paid by purchaser. Any Maryland retail sales tax payable on the sale of the chattels will be payable by the purchaser thereof in addition to the price bid therefor.

David R. Naka  
John P. Machen  
Assignees

Auctioneer:  
A. J. Billig & Company  
16 East Fayette Street  
Baltimore, Maryland 21202  
(301) 752-8440

RB-2-15-31-032

DAVID R. NAKA and  
JOHN P. MACHEN  
Assignees

Plaintiffs

v.

ROBERT V. DONATELLI and  
VERNA M. DONATELLI

Defendants

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

\* Case No. 7541  
\*  
\*  
\*

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne's County, Maryland, in Equity, this 25<sup>th</sup> day of April, 1984, that the sale of the property mentioned in these proceedings as shown therein, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice thereof appears to have been given as required by the terms of the order nisi passed and published in this cause.

*Carson B. Carter*  
\_\_\_\_\_  
Judge

APR 25 1984  
CIRCUIT COURT  
QUEEN ANNE'S COUNTY

DAVID R. NAKA and  
JOHN P. MACHEN  
  
Plaintiffs

v.

ROBERT V. DONATELLI and  
VERNA M. DONATELLI  
  
Defendants

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\*  
\* Case No. 7541  
\*  
\* \* \*

STATEMENT OF ADDITIONAL  
MORTGAGE DEBT

As of May 6, 1984

Total Mortgage Debt as of 1/31/84 \$ 185,957.71

PLUS

Interest from 1/31/84 through 5/5/84

at 13% x \$149,800.00

5,138.97

TOTAL MORTGAGE DEBT CLAIMED \$ 191,096.68

1984 JUL 13 AM 9

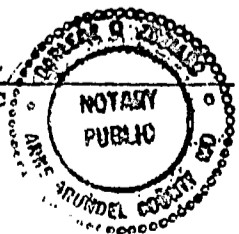
BY Helen Dezes  
Helen Dezes

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this *6th* day of June, 1984, and before me, a Notary Public of the State of Maryland, personally appeared HELEN DEZES known to me (or satisfactorily proven) to be the beneficial owner of the Mortgage filed in the above-entitled case, and made oath that the foregoing is a true statement of the amount of the mortgage claim filed in the said cause, remaining due and unpaid, as of May 6, 1984, to the said Owner.

AS WITNESS my hand and Notarial Seal.

Helen Dezes  
Notary Public



My Commission Expires: July 1, 1986

18 707

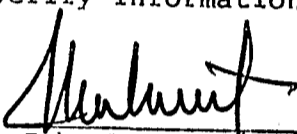
IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY.

DAVID R. NAKA, et al. :  
 Plaintiffs :  
 v. : Chancery #7541  
 ROBERT V. DONATELLI, et al. :  
 Defendants :  
 : : : : :

REQUEST FOR ADDITIONAL COMPENSATION

The above-entitled cause having been referred to the Auditor in accordance with Maryland Rule W74, 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:

1. To correspond with the fiduciaries to obtain required information not furnished by them,
2. To obtain and verify information concerning substantial sewer charges.

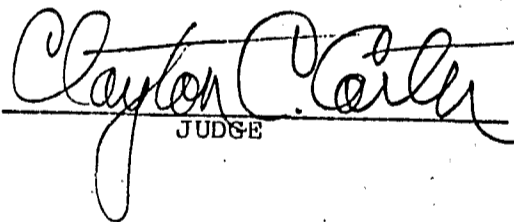


John W. Sause, Jr.  
Auditor

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 16 day of July, 1984, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of \$ 1200, 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 2-543 (f).

  
JUDGE

67-20  
1984 JUL 31 10P 1984



IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

DAVID R. NAKA and	:	
JOHN P. MACHEN	:	
	:	
Plaintiffs	:	
	:	
v.	:	Chancery #7541
	:	
ROBERT V. DONATELLI and	:	
VERNA M. DONATELLI	:	
	:	
Defendants	:	
	:	
:	:	:
:	:	:

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE		
Sale Price, as reported		\$ 90,000.00
Interest on \$ 75,000.00 @ 15%		
from 03/06/84 to 05/15/84		
70 days @ \$30.82 per day		2,157.40
Sewer charges		
03/07/84 to 03/31/84		
25 days @ \$12.54 per day		313.50
Real property taxes \$ 1,515.62		
from 03/06 to 06/30/84		
116 days @ \$4.15		<u>481.40</u>
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION		\$ 92,952.30
COMMISSIONS, payable to Fiduciary	\$ 4,650.00	
ATTORNEY FEE, per Mortgage	250.00	
EXPENSES OF SALE		
Court costs	\$ 181.50	
Advertising		
Notices of sale		
Record-Observer	\$ 472.50	
Washington Post	588.00	
Sunpapers	1,272.87	
Direct Mail	<u>18.89</u>	2,352.26
Report of sale		63.00
Bond premium		53.00
Auctioneer's fee		200.00
Notary fees		1.00
Sewer charges		
To 12/31/83	\$ 8,167.87	
1/1/to 3/31/84	<u>1,141.06</u>	9,308.93

1984 JUL 16 PM 1:56

1 16 710

AUDITOR'S ACCOUNT

CHANCERY #7541

PAGE 2

Real property taxes paid			
1982/83	\$ 1,390.84		
1983/84	<u>1,515.62</u>	2,906.46	
Plats		<u>33.75</u>	15,099.90
AUDITOR'S FEE AND COSTS			
Fee for audit, per Order*	\$ 120.00		
Postage & copies	<u>1.84</u>	<u>121.84</u>	<u>20,121.74-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 72,830.56
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal per Statement of Debt		\$ 149,800.00-	
Interest to 01/31/84, per Statement		36,157.71-	
Interest on principal at 13%			
01/31/84 to 05/05/84			
95 days @ \$ 54.0944		<u>5,138.97-</u>	\$ 191,096.68-
AVAILABLE FOR DISTRIBUTION, as above			<u>72,830.56</u>
DEFICIT			\$ 118,266.12-

\*Order subject to exception

NOTICE

The attached Account was filed on July 16, 1984. Exceptions to the Account must be filed within ten (10) days of that date. If timely exceptions are not filed, the Account may thereupon be ratified.

## CERTIFICATE OF AUDITOR

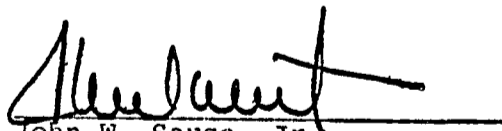
I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Chancery Cause #7541. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it 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 July 16, 1984, copies of the Auditor's Account and Notice conforming to the requirements of Maryland Rule 2-543 and Second Circuit Rule 12 d were mailed to the following:

David R. Naka, Esquire  
1100 Charles Center South  
36 South Charles Street  
Baltimore, Maryland 21201

Robert V. Donatelli \*  
Post Office Box 497  
Chester, Maryland 21619

Verna M. Donatelli \*  
Post Office Box 497  
Chester, Maryland 21619

  
John W. Sause, Jr.  
Auditor

\* Addresses obtained from tax bills.



18 5712  
1984 JUL 27 AM 9:30

**Circuit Court for Queen Anne's County**

COURT HOUSE  
CENTREVILLE, MARYLAND 21617

Authorized time for  
forwarding expired



Robert V. Donatelli \*  
Post Office Box 497  
Chester, Maryland 21619

UNDELIVERED  
Reason: Refused  
Return to sender  
Post Office  
Post Office  
Post Office

Circuit Court for Queen Anne's County

COURT HOUSE

CENTREVILLE, MARYLAND 21617

Verna M. Donafelli \*  
Post Office Box 497  
Chester, Maryland 21619

Approved for  
forwarding stamp

10-713

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

DAVID R. NAKA and :  
JOHN P. MACHEN :

Plaintiffs :

v. :

Chancery #7541

ROBERT V. DONATELLI and :  
VERNA M. DONATELLI :

Defendants :

: : : : :  
ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor and it appearing from the Auditor's Certification that the requirements of Rule 2-543 (e) have been met, and no exceptions having been filed within 10 days of the date when the Account was filed, it is this <sup>31st</sup> day of July, 1984, by the Circuit Court for Queen Anne's County,

ORDERED that the Account of the Auditor is hereby ratified and confirmed, and the Fiduciary shall apply the proceeds accordingly with a due proportion of interest after same has been or may be received.

*Clayton C. Carter*  
Judge

1984 JUL 31 PM 2:09

DAVID R. NAKA and  
EDWARD J. LEVIN  
Substitute Trustees

Plaintiffs

vs.

JOHN A. DALKOWSKI, III  
SHERRI DALKOWSKI

Defendant(s)

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

\* Docket:  
\* Folio:  
\* Case No. 7318  
\* Filed:

FEB 22-83 \* 25566 \*\*\*\*\*70 00  
FEB 22-83 A 25566 \*\*\*\*\*10 00  
FEB 22-83 A 25565 \*\*\*\*\*60 00

\* \* \* \* \*

ORDER TO DOCKET SUIT, ETC.

MS. MARGUERITE W. MANKIN , Clerk

Please docket suit as above entitled and file therein the original Deed of Trust Note and Deed of Trust from the above-named Defendant(s) to Charles G. Sterner and Arthur V. Osmond, Jr., Trustees, dated the 30th day of July 1979 , and recorded among the Land Records of Queen Anne's County , Maryland, in Liber 153 , folio 257 , the holder of the indebtedness secured thereby, The Savings Bank of Baltimore , having substituted the above-named Plaintiffs as Substitute Trustees by instrument duly executed, acknowledged and recorded among the Land Records aforesaid, pursuant to the terms of said Deed of Trust.

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

*David R. Naka Sub Trustee*  
David R. Naka

*Edward J. Levin Sub Trustee*  
Edward J. Levin *JPN*

Substitute Trustees

RECEIVED  
CLERK, PROBATE COURT 1100 Charles Center South  
36 South Charles Street  
1983 FEB 23 AM 10:52 Baltimore, Maryland 21201  
QUEEN ANNE'S COUNTY Tel. 301/539-2530

## DEED OF TRUST

THIS DEED OF TRUST, Made this 30th day of JULY , 1979, by and between JOHN A. DALKOWSKI III & SHERRI DALKOWSKI, HIS WIFE (hereinafter called the "Debtors") and CHARLES G. STERNER & ARTHUR V. OSMOND JR, Trustees, (hereinafter called the "Trustees").

WHEREAS, the Debtors and justly indebted unto THE SAVINGS BANK OF BALTIMORE in full and just sum of THIRTY ONE THOUSAND FOUR HUNDRED TWENTY 80/100----- dollars (\$ 31,420.80), as stated in a Deed of Trust Note of the same date, the final installment being due on AUG. 15 19 89,

WHEREAS, the principal debt advanced at this time, for the purpose of Article 81, Section 277, Subsections (b) and (k) is \$ 18,000.00

NOW, THEREFORE, in consideration of the premises and the Sum of One Dollar, the Debtors do grant, assign and convey unto the Trustees, their successors and assigns, all that or those lots of ground situated in QUEEN ANNE COUNTY , Maryland, the improvements thereon being known AND designated as Lot No. 21, Block E and the southernmost one-half or 25 feet of lot no. 23, Block E, as shown on a Plat entitled "First Revised Edition of the Second Section of Kent Island Estates, by J.B. Metcalfe, registered surveyor, dated January 1951, recorded among the Land records of Queen Anne's County in Liber TSP No. 1, Folio 191. Being the same lot of ground described in a Deed dated March 26, 1979 and recorded among the Land Records of Queen Anne's county in Liber MWM 148 Folio 559 which was granted & conveyed by Ann C.R. Simmons. TOGETHER with all the improvements as anywise appertaining and all fixtures now or hereafter attached to said land and Improvements.

IN TRUST, NEVERTHELESS, to permit the Debtors to have possession of the said property and the rents and profits thereof until default under this Deed of Trust or the Note secured hereby and foreclosure proceedings have been filed in a court of equity having jurisdiction, but not thereafter and to release and reconvey the said property unto the Debtors, at the Debtor's cost, at any time before the sale hereinafter provided for, upon the full payment of the Note with interest and any other sums owing to the Holder of the Note or to the Trustee.

BUT upon a default in the payment of any indebtedness hereby secured or in the performance of any of the covenants or conditions of this Deed of Trust, then the Holder of the Note may declare all sums secured hereby due and payable, and the Trustees are authorized and shall have the power and the duty to sell, and in case of default of any purchaser, to resell, the said property at public auction, either as an entirety or in such separate parcels on such terms, and after such previous public advertisement, as the Trustees may deem advisable; and to convey said property, upon compliance with the terms of sale to, and at the cost of, the purchaser who shall not be required to see to the application of the purchase money; and to apply the proceeds of sale, to the extent permitted by law, as follows: First, to the payment of all expenses incident to said sale, including an attorney's fee of One Hundred Dollars (\$100) and also compensation to the Trustees equal to the commission allowed trustees for making sales of property under decrees of the equity courts having jurisdiction; Second, to pay whatever may then remain unpaid of the Note whether matured or not by the terms thereof, it being agreed that the Note shall become due in full upon said sale's being made, and pay all other amounts owing the Holder of the Note and the Trustees under the provisions hereof; and Third, to pay the balance, if any, to the Debtors or to any person or persons entitled thereto, upon the surrender of the said property to the purchaser less any expense incurred in obtaining possession. To the extent permitted by law, half of the aforesaid Trustees' commissions shall be paid by the Debtors in the event that the debt and other sums secured hereby shall be paid after any advertisement of said property but before the sale thereof. Debtors hereby declare and assent to the passage of a decree to sell the said property.

THE Debtors hereby jointly and severally covenant and agree as follows:

TO pay to the Holder of the Note the payment thereunder when due, and not to permit any lien or encumbrance on the property superior to the lien of this Deed of Trust except any encumbrance approved in writing by the Holder of the Note; to keep the improvements on said property fully insured in such amounts, policies and companies as the Holder of the Note may require and to deliver to the Holder of the Note an endorsement naming the said Holder as its interest may appear under a standard mortgagee clause satisfactory to the Holder of the Note; to pay, when due, all taxes, assessments, water rents, public dues and charges levied or assessed against the property and all ground rents and insurance premiums and within five days after payment to deliver receipts therefore to the Holder of the Note. An event of default under any mortgage, Deed of Trust or encumbrance superior to the lien of this Deed of Trust shall constitute a default hereunder.

MSM 0591



page -2- Deed of Trust

IT is agreed that the Holder of the Note shall be entitled from time to time to remove substitute or add a Trustee of Trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the Land Records of the city or county where this Deed of Trust is recorded.

The Debtors warrant generally the property hereby conveyed and agree that they will neither commit nor permit waste thereof and will keep all improvements on the property in good repair and further will not tear down or materially change the improvements or permit them to be torn down or materially changed.

It shall be a default under this Deed of Trust, if, without the written consent of the Holder of the Note (1) the Debtors shall sell, cease to own, assign, transfer or dispose of the said property, or (2) the Debtors shall hereafter accept or receive any advance secured by any mortgage, deed of trust or other encumbrance superior to the lein of the Deed of Trust, or (3) the said property is abandoned, or (4) any Debtor files or has filed against him any proceedings under the Bankruptcy law or any State insolvency proceedings.

Whenever used, the singular shall include the plural, the plural, the singular and the use of any gender shall be applicable to all genders. The covenants and limitations of or imposed upon the Debtors herein shall be binding upon their respective heirs, personal representatives and assigns. The rights, powers, privileges and discretions to which the Trustees and the holder of the Note may be entitled herein under the Note or the laws of Maryland are cumulative and not alternative any may be enforced or exercised successively or concurrently and they shall incur to the benefit of their heirs, personal representatives, successors and assigns.

WITNESS our hands and seals.

WITNESS: Wm. S. Ellerman

WITNESS: Wm. S. Ellerman

John A. Dalkowski III (SEAL) \* 1694\*\*\*\*\* 69.40  
AUG -9-79 \* 1694 59.40  
AUG -9-79 \* 1694 59.40  
Sherrri M. Dalkowski (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE SS:

On this the 30th day of JULY, 1979, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared JOHN A. DALKOWSKI III & SHERRI M. DALKOWSKI known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Deed of Trust and acknowledged that they executed the same for the purpose therein contained.

THEREAFTER, on the same day, also appeared BEN H. COLVARD III the agent of THE SAVINGS BANK OF BALTIMORE, the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration of said Deed of Trust is true and bonafide as therein set forth; and also made oath that he is the Agent of the party secured by the foregoing Deed of Trust and is duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

John A. Dalkowski III  
Notary Public  
BALTIMORE, MARYLAND

CLERK  
370 AUG -9 AM 6-57  
QUEEN ANNE'S COUNTY

My Commission Expires:

7-1-82

DEED OF TRUST  
FROM  
JOHN A. DALKOWSKI III  
SHERRI M. DALKOWSKI

TO

CHARLES G. STERNER  
ARTHUR V. OSMOND JR.  
(TRUSTEE'S)

PLEASE RETURN TO:  
THE SAVINGS BANK OF BALTIMORE  
SECOND MORTGAGE DEPARTMENT  
BALTIMORE & CHARLES STREETS  
BALTIMORE, MARYLAND 21203  
ATTN: BEN H. COLVARD III

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY UNDER THE SUPERVISION OF THE UNDERSIGNED, AN ATTORNEY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

John A. Dalkowski III  
ATTORNEY

MSM 0591

TOTAL

DEED OF TRUST NOTE

Amount \$ 31,420.80

Number 008478

STEVENSVILLE, Maryland JULY 30, 1979.

FOR VALUE RECEIVED, the undersigned (Jointly and severally if more than one) promise to pay to the order of The Savings Bank of Baltimore the sum of THIRTY ONE THOUSAND FOUR HUNDRED TWENTY 80/100 dollars in consecutive monthly installments of \$ 261.84 each, beginning SEPT. 15, 1979 and on the same day of each month thereafter and a final installment of \$ 261.84 on AUGUST 15, 1989.

If any installment of this note is not paid at the time and place specified herein, the entire amount shall become due and payable forthwith at the election of the holder of the note.

If this note is not paid when due, undersigned does hereby appoint and authorize any attorney of any court of record undersigned's true and lawful attorney-in-fact for undersigned and in undersigned's name and stead, to acknowledge service of any and all legal papers on any kind of suit brought for collection of this obligation and to appear for undersigned in any court of competent jurisdiction in the State of Maryland or any other State or Territory of the United States and to acknowledge and confess judgement against undersigned jointly and severally and in favor of holder hereof for the entire principal amount of the note then remaining unpaid with interest thereon then accrued and unpaid, together with, to the extent permitted by law, court costs and an attorney's fee of 15% of the amount unpaid hereon. Undersigned waives protest and the benefits of any homestead or other exemption now or hereafter allowed undersigned by the laws or Constitution of the State of Maryland or any other State or Territory of the United States, and undersigned waives the right of appeal and stay of execution, all to the full extent that the same may be waived by applicable law, but the undersigned does not waive any rights under the Maryland Secondary Mortgage Loan Law, as amended from time to time.

In the event any installment due hereon is not paid within ten days after it shall have become due, the undersigned shall pay to any holder of this note, in addition to the amount of such installment, 5% thereof or the sum of \$2.00, whichever is greater, and the undersigned also agree, to the extent permitted by law, to pay attorney's fees of 15% of the amount unpaid hereon in the event this note is referred to any attorney for collection after default.

The principal amount outstanding may be prepaid in whole or in part without penalty or fee, No partial prepayment shall affect the undersigned's obligation to continue to pay the regular installments required hereunder until the entire unpaid principal has been paid. Upon prepayment of the entire outstanding principal balance, the undersigned shall receive a refund credit for the interest taken in advance, calculated according to the Rule of 78's.

This note is secured by a deed of trust of even date herewith, executed by the undersigned, upon certain property located in Maryland, and described therein.

All payments shall be made at the offices of The Savings Bank of Baltimore, Baltimore and Charles Streets, Baltimore, Maryland 21203, or at such other place as holder of this note may designate in writing.

IN WITNESS WHEREOF, the undersigned have signed and sealed this note as of the date first written above:

William S. Ellerman  
WITNESS

John A. Dalkowski III (SEAL)  
JOHN A. DALKOWSKI III

William S. Ellerman  
WITNESS

Sherri Dalkowski (SEAL)  
SHERRI DALKOWSKI

BANK'S COPY  
SIGN THIS COPY ONLY

DAVID R. NAKA and  
EDWARD J. LEVIN  
Substitute Trustees

Plaintiffs

v.

JOHN A. DALKOWSKI, III and  
SHERRI DALKOWSKI

Defendants

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* Docket:  
\* Folio: 7318  
\* Case No.  
\*

STATEMENT OF DEBT DUE UNDER DEED OF TRUST

As of February 3, 1983

Outstanding principal balance \$ 16,177.47

PLUS

Interest due on the sum of \$16,177.47  
from February 11, 1983 at \$5.39 per diem

PLUS

Late charges for November, 1981 through  
January, 1983 at \$13.07 each

+196.05

TOTAL DEBT CLAIMED

\$ 16,373.52

THE SAVINGS BANK OF BALTIMORE

By

Ben H. Colvard, III  
Ben H. Colvard, III  
Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this <sup>4th</sup> day of February, 1983, and before me, a Notary Public of the State of Maryland, personally appeared Ben H. Colvard, III, Vice President and agent, of the holder of the trust in the above entitled cause and made oath that the foregoing is a true statement of the debt due under the Deed of Trust Note filed in the said cause remaining due and unpaid, as of February 3, 1983, to the said holder of the trust.

AS WITNESS my hand and Notarial Seal.

Frank R. [Signature]  
Notary Public

My Commission Expires: July 1, 1986

DAVID R. NAKA and  
EDWARD J. LEVIN

Substitute Trustees

Plaintiff(s)

v.

JOHN A. DALKOWSKI, III and  
SHERRI DALKOWSKI

Defendant(s)

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

Docket:  
Folio: 7318  
Case No.

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, personally appeared Ben Colvard, III, Vice President of The Savings Bank of Baltimore and made oath in due form of law that he knows of the defendant(s) herein, and that to the best of his information, knowledge and belief

- (1) said defendant(s) are not in the military service of the United States,
- (2) said defendant(s) are not in the military service of any nation allied with the United States,
- (3) said defendant(s) have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
- (4) said defendant(s) are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Subscribed and sworn to before me this 20th day of January, 1983.

THE SAVINGS BANK OF BALTIMORE

By B. H. Colvard III  
Affiant  
Ben H. Colvard, III

[Signature]  
Notary Public  
My Commission Expires:  
July 1, 1986

REMOVAL OF TRUSTEES AND APPOINTMENT OF SUBSTITUTE TRUSTEES

WHEREAS, heretofore on July 30, 1979, JOHN A. DALKOWSKI, III and SHERRI DALKOWSKI executed, acknowledged and delivered a Purchase Money Deed of Trust to Charles G. Sterner and Arthur V. Osmond, Jr. as Trustees, recorded among the Land Records of Queen Anne's County Maryland in Liber 153 folio 257, to secure prompt payment of a certain Deed of Trust Note of even date, the owner of the indebtedness being THE SAVINGS BANK OF BALTIMORE; and

WHEREAS, said Deed of Trust states, in part, that: It is agreed that the Holder of the Note shall be entitled from time to time 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 city or county where this Deed of Trust is recorded.

CLERK OF COURT

1983 JAN 26 PM 2:06

JAN 26-83 \* 24543 \*\*\*\*\*13.00

JAN 26-83 A #24543 \*\*\*\*\*13.00

QUEEN ANNE'S COUNTY

NOW THEREFORE, pursuant to the authority contained in said Deed of Trust, this instrument witnesseth that the holder of the indebtedness, THE SAVINGS BANK OF BALTIMORE hereby removes Charles G. Sterner and Arthur V. Osmond, Jr. as Trustees and substitutes and appoints David R. Naka and Edward J. Levin as Substitute Trustees with the same rights, powers, discretions and obligations to act as Substitute Trustees in any matter permitted by said Deed of Trust.

WITNESS the hand and seal of the owner of the indebtedness on the 26th day of January, 1983.

ATTEST:

THE SAVINGS BANK OF BALTIMORE

*[Signature]*

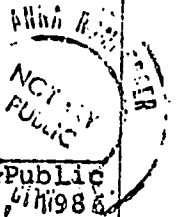
By *[Signature]*  
Ben H. Colvard, III Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

On this the 26th day of January, 1983, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Ben H. Colvard, III who, acknowledged himself to be the Vice President of The Savings Bank of Baltimore, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

AS WITNESS my hand and Notarial Seal.

*[Signature]*  
Notary Public  
My commission expires: July 1, 1986



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. 192, folio 722, 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 26th  
day of January, 1983.

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

DAVID R. NAKA  
and  
EDWARD J. LEVIN,  
Substitute Trustees  
  
Mortgagee

vs.

JOHN A. DALKOWSKI, III  
and  
SHERRI M. DALKOWSKI  
  
Mortgagors

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\*  
\* EQUITY NO. 7318  
\*  
\* \* \* \* \*

PETITION TO INTERVENE AND STATEMENT OF CLAIM OF MORTGAGE DEBT

Comes now the Petitioner, Scholz Homes, Inc., by and through its attorney, Philip D. Hale, and respectfully represents to this Honorable Court:

1. That there is due and owing by John A. Dalkowski, III and Sherri M. Dalkowski, his wife, Mortgagors, in accordance with the Statement of Claim of Mortgage Debt attached hereto as Exhibit A, incorporated herein by reference as though fully set out, the sum of Three Thousand, Two Hundred, Sixty-seven (\$3,267.00) Dollars together with an attorney's collection fee of Four Hundred, Fifty (\$450.00) Dollars.

2. That the total amount due and owing as of March 28, 1983, is Three Thousand, Two Hundred, Sixty-seven (\$3,267.00) Dollars plus per diem interest of One and 08/100 (\$1.08) Dollars per day pursuant to the mortgage attached hereto and incorporated herein by reference as though fully set out herein.

3. That Scholz Homes, Inc. is the fifth mortgagee of the subject property and is entitled to priority after Plaintiffs herein and the mortgagee superior

BALD & HALE  
ATTORNEYS AT LAW  
ANNAPOLIS, MD

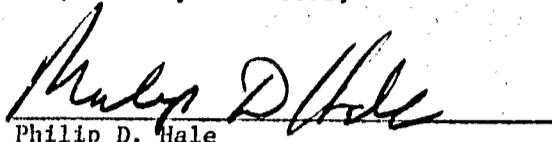
RECEIVED  
CLERK, CIRCUIT COURT  
1983 APR -4 AM 10:45  
QUEEN ANNE'S COUNTY

16 723

DAVID R. NAKA, et al vs. JOHN A. DALKOWSKI, III, et ux  
EQUITY NO. 7318  
Page 2

to Plaintiffs herein in repayment of its loan.

Respectfully submitted,

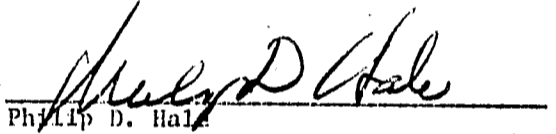


Philip D. Hale  
192 Duke of Gloucester Street  
P.O. Box 947  
Annapolis, Maryland 21404  
(301) 267-9300

Attorney for Mortgagee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 31st day of March, 1983, a copy of the foregoing Petition To Intervene And Statement of Claim of Mortgage Debt was mailed, postage prepaid, to David R. Naka, Esquire, Piper & Marbury, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201, Substitute Trustees; and John A. Dalkowski, III and Sherri M. Dalkowski, P.O. Box 307, Stevensville, Maryland 21666, Mortgagors.



Philip D. Hale

BALD & HALE  
ATTORNEYS AT LAW  
ANNAPOLIS, MD



NO TITLE EXAMINATION

MORTGAGE — INDIVIDUAL — FEE OR LEASEHOLD — MONTHLY PAYMENT — PRINCIPAL, INTEREST AND EXPENSES

FIFTH  
THIS MORTGAGE, is made this 1ST day of July, 1982  
by and between John A. Dalkowski, III and Sherri M. Dalkowski, his wife,  
by Michael U. Gisriel, their attorney-in-fact

parties of the first part, hereinafter referred to as Mortgagor, ~~whose address is:~~  
and Scholz Homes, Inc.,

JUL 19-82 \* 26418 \*\*\*\*\*33.70  
JUL 19-82 A #26418 \*\*\*\*\*13.70  
JUL 19-82 A #26417K \*\*\*\*\*50  
JUL 19-82 A #26416 \*\*\*\*\*20.00

part y of the second part, hereinafter referred to as Mortgagee, ~~whose address is:~~

WHEREAS, Mortgagor is bona fide indebted to Mortgagee in the sum of THREE THOUSAND  
AND NO/100

Dollars (\$ 3,000.00 ) 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  
( 12.00 %) per annum, ~~to be paid by the Mortgagor to the Mortgagee on the~~

~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~  
~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~  
any balance of principal or interest due or unpaid on the 2nd  
day of October, 1982, shall be due and payable on said date;

1982 JUL 19 PM 12:43  
QUEEN ANNE'S COUNTY

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/~~to the Mortgagee~~ all

that (lot(s) of ground and premises situate and lying in Queen Anne's County  
State of Maryland, described as follows, that is to say:

BEGINNING for the same and being known and designated as Lot No. 21,  
Block E and the southernmost one-half or 25 feet of Lot No. 23, Block  
E, as shown on a Plat entitled "First Revised Edition of the Second  
Section of Kent Island Estates", by J. B. Metcalfe, registered  
surveyor, dated January 1951, recorded among the Land Records of Queen  
Anne's County in Liber TSP No. 1 folio 191.

BEING the same property described in a Deed dated March 26, 1979,  
and recorded among the Land Records of Queen Anne's County in Liber  
MWM No. 148 folio 559, which was granted and conveyed by Ann C. R.  
Simmons unto the mortgagors within.

Subject to Purchase Money Deed of Trust dated June 25, 1979, and  
recorded in Liber MWM 152 folio 383, from John A. Dalkowski, III and  
Sherri M. Dalkowski, his wife, to Robert Wheeler and Verna Q. Davis,  
Trustees, in the principal amount of \$48,000.00.

Subject to a Second Mortgage dated July 30, 1979, and recorded in  
Liber MWM 153 folio 257, from John A. Dalkowski, III and Sherri M.  
Dalkowski, his wife to Savings Bank of Baltimore, in the principal  
amount of \$31,374.00.

Subject to a Third Mortgage dated June 11, 1981, and recorded in  
Liber 176 folio 1, from John A. Dalkowski, III and Sherri M. Dalkowski,  
his wife and Park Development Corporation, Guarantor, to Scholz  
Homes, Inc., in the principal amount of \$33,500.00.

1/10/82

SUBJECT TO Fourth Mortgage dated February 10, 1982 from John A. Dalkowski, III and Sherri M. Dalkowski, his wife, to Walter E. Mancuso and Evelyn C. Mancuso, his wife, and recorded in Liber MWM 183, folio 383.

See Powers of Attorney dated June 18, 1982 and recorded prior hereto.

~~BEING the same lot(s) of ground and premises which by Deed dated xxxxxxxxx and recorded xxxxxxxxx in the land Records of xxxxxxxxx State of Maryland, in Liber xxx No xxxxxx~~

TOGETHER with the buildings and improvements thereon, 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, to the said Mortgagee, his heirs, assigns and assigns forever, with the benefit of renewal ~~thereof from time to time and subject to the payment of the annual rent of \$xxx~~

PROVIDED, that if the said Mortgagor shall well and truly pay or cause to be paid the aforesaid principal sum of THREE THOUSAND

Dollars and no Cents (\$ 3,000.00 ), 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, ~~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 Philip D. Hale the duly authorized attorney or agent of said Mortgagee, after any default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the aforementioned assent to a decree or under the aforementioned power of sale, shall be under the provisions of Real Property Article of the Annotated Code of Maryland Section 7-105 (Acts of 1974 of Chapter 12) and the Rules W70-W76 of the Maryland Rules of Procedure, or under any other general or local laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. Such sale shall be made after giving notice by advertisement as required by the aforesaid Statute and Rules; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any such sale of said property under this mortgage, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a counsel fee of Four Hundred Fifty

Dollars (\$ 450.00 ) for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee hereunder, whether the same shall have matured or not, including interest thereon until the final ratification of the final Auditor's Account in the foreclosure proceedings; (3) and the balance if any, to the said Mortgagor, or to whomsoever may be entitled to same. And in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof, the Mortgagor hereby covenants to pay also, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland and a counsel fee of Four Hundred Fifty Dollars (\$ 450.00 ); but said sale may be proceeded with unless, prior to the day appointed therefor, payment be made of said principal and interest, costs, expenses, commission and fee.

AND the said Mortgagor hereby covenants with the Mortgagee as follows:

(1) To repay the mortgage indebtedness hereby secured, together with the interest thereon at the rate aforesaid, at the times and in the amounts aforesaid;

(2) To purchase and pay the premiums thereon, during the term of this mortgage, of all policy or policies of fire and extended coverage insurance on the improvements on the above described lot of ground insuring the same against loss by fire and other hazards, usually referred to as "extended coverage," with an endorsement thereon making the proceeds of the policy or policies, in event of damage by fire or other covered casualty, payable to the Mortgagee to the extent of Mortgagee's lien on the land and improvements, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, in amounts sufficient to protect Mortgagee's lien thereon, and to deliver the policy or policies and all renewal policies or receipts to the Mortgagee; and in the event of any loss by fire or other casualties, the insurance company or companies issuing said policy or policies are hereby, and in said policy or policies are to be, directed by the Mortgagor to make payment for such loss to the Mortgagee only, to the extent of its lien thereon and any unpaid insurance premiums or taxes and other expenses advanced, and not to the Mortgagor and Mortgagee jointly; such payment to the Mortgagee shall be applied to the extinguishment of the principal, interest and other obligations secured by this mortgage, whether then due or not; however, the Mortgagee, in lieu thereof, may consent, in writing, to the application by the Mortgagor of the said insurance proceeds to the reconstruction of the improvements on the mortgage property;

(3) To pay all taxes, water and sewer charges and other public dues and assessments of every kind whatsoever for which the property hereby mortgaged may become liable, and to pay all ground rent, if any, when and as the same shall become due and payable and to deposit receipts for the same with the Mortgagee within 30 days after the due date for such payments;

EXHIBIT A

~~(4) To pay to the Mortgagee, on the same date upon which the payments on account of principal and interest are made, for the purpose of establishing a fund to assure the payment of the taxes, water and sewer charges, and other public dues and charges, the ground rent, if any, the premiums on the policies of fire and extended coverage and any other obligations for which the above-described property may become liable, one-twelfthth (1/12th) of the yearly aggregate of such payments as estimated by the Mortgagee. Said amounts so paid to the Mortgagee shall be held by the Mortgagee in trust solely for the purposes indicated and the funds may be commingled with other funds of the Mortgagee; such deposit as herein required shall be known as "Expense Account." The Mortgagee shall credit to said Expense Account interest thereon at the prevailing annual rate for savings accounts or \_\_\_\_\_ percent (\_\_\_\_%) computed on the average monthly balance accrued in such Expense Account. In the event the Mortgagor fails to provide sufficient funds to pay said expenses, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt herein and shall bear interest at the rate hereinbefore stated as the interest payable on the principal debt, from the date of such payment or payments, and said Mortgagee shall have a lien under this Mortgage on the premises hereinabove described for the amount or amounts so paid, together with the interest thereon as herein stated upon the principal debt. Failure to establish and maintain the aforesaid expense account for the payment of the aforesaid expenses shall, at the option of the Mortgagee, constitute a default in this Mortgage, for which foreclosure of this Mortgage may be instituted.~~

(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 (1/20th) of the total amount of any delinquent or late periodic installments of principal and interest which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof.

It is further agreed between the parties:

1. Each monthly payment made by the Mortgagor and paid to the Mortgagee, where the amount or amounts shall not be equal to the required monthly payments of principal, interest ~~and the Expense Account~~ shall be applied as follows: First: To the payment of the interest due on the date of said payment; Second: Any balance remaining shall be credited on account of the unpaid principal due as of such date; ~~and the Expense Account~~

2. The holder of this mortgage, in any action to foreclose the same, shall be entitled, without regard to the adequacy of the security for the debt, to have a receiver appointed by the Court to collect the rents and profits of said property and account therefor as the Court may direct.

3. Should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or conveyed or encumbered in any other manner, without the Mortgagee's, or other holder of this Mortgage, consent in writing or should the Mortgagor, or any one or more of the Mortgagor group, if more than one, be declared insolvent or bankrupt, then the balance then due or to become due on said principal indebtedness shall, at the option of the Mortgagee, become due and payable and constitute a ground of foreclosure if not paid on demand;

4. At the option of the Mortgagee, the entire indebtedness then unpaid and secured hereby shall become due and payable after a default in the payment of any monthly installment of principal or interest, as herein provided, ~~and the Expense Account~~ ~~in the performance of any of the covenants or conditions hereof~~

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:

Margaret Mitchell  
Margaret Mitchell

Margaret Mitchell  
Margaret Mitchell

John A. Dalkowski III by Michael U. Gisriel  
John A. Dalkowski, III, by Michael U. Gisriel, his attorney-in-fact (SEAL)  
Sherri M. Dalkowski by Michael U. Gisriel  
Sherri M. Dalkowski, by Michael U. Gisriel, her attorney-in-fact (SEAL)

(ACKNOWLEDGMENT ON FOLLOWING PAGE)

Michael U. Gisriel  
attorney in fact

EXHIBIT A

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 1st day of July, 1982 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Michael U. Gisriel, attorney-in-fact for

known to me, or satisfactorily proven, to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

At the same time also appeared Philip D. Hale

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.

Margaret Mitchell  
Margaret Mitchell Notary Public

My commission expires:

7-1-86

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

Attorney

109 486

MORTGAGE

FROM

John A. Dalkowski, III and  
Sherri M. Dalkowski

TO

SCHOLZ HONES, INC.

BLOCK NO.

Received for Record, July 17, 1982  
at R:43 o'clock P.M. Same day recorded

in Liber Mm No. 187 Folio 88 &c.

one of the Land Records of Anne Arundel County, and examined per

Margaret Mitchell

Cost of Record, \$

NEW TOWN TITLE CO.  
SUITE 205  
815 RITCHIE HWY.  
SEVERNA PARK, MD. 21146  
FILE # 3327A

CLERK	22.50
STAMP	13.20
TOTAL	33.70

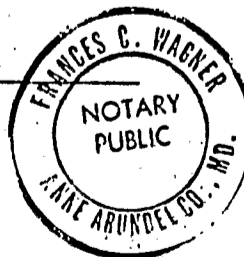
THE DAILY RECORD CO., BALTIMORE

STATE OF MARYLAND, COUNTY OF Anne Arundel, to wit:

I HEREBY CERTIFY that on this 2nd day of July, 1982, before me, the subscriber a Notary Public for the State of Maryland, personally appeared Philip D. Hale, whose made oath in due form of law that he is the agent of the party 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 the execution and delivery of the mortgage by the borrower.

AS WITNESS my hand and notarial seal.

Frances P. Wagner  
Notary Public



My Commission expires: 7/1/86

EXHIBIT A

DAVID R. NAKA  
and  
EDWARD J. LEVIN,  
Substitute Trustees

Mortgagee

vs.

JOHN A. DALKOWSKI, III  
and  
SHERRI M. DALKOWSKI

Mortgagors

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\*  
\* EQUITY NO. 7318  
\*

\* \* \* \* \*

STATEMENT CLAIM FOR MORTGAGE DEBT

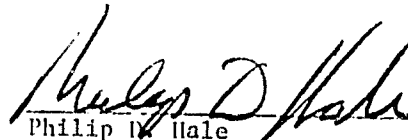
Mr. Clerk:

The following is a Statement of the Claim of Mortgage Debt of Scholz Homes, Inc., Mortgagee of the Mortgage from John A. Dalkowski, III and Sherri M. Dalkowski, his wife, dated July 1, 1982, and recorded among the Land Records of Queen Anne's County in Liber 187, Page 88 through 90.

Principal balance due as of March 28, 1983	\$3,000.00
Interest through March 28, 1983	\$ 267.00
Attorney's Collection Fee provided for in Mortgage	\$ <u>450.00</u>
Total due as of March 28, 1983	\$3,717.00

Interest accrues as provided in the Mortgage at the rate of \$1.08 per day after March 28, 1983.

Respectfully submitted,



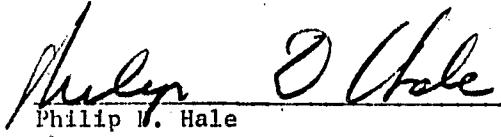
Philip W. Hale  
192 Duke of Gloucester Street  
P.O. Box 947  
Annapolis, Maryland 21404  
(301) 267-9300

Attorney for Mortgagee

BALD & HALE  
ATTORNEYS AT LAW  
ANNAPOLIS, MD

DAVID R. NAKA, et al vs. JOHN A. DALKOWSKI, III, et ux  
EQUITY NO. 7318  
Page 2

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

  
Philip W. Hale

BALD & HALE  
ATTORNEYS AT LAW  
ANNAPOLIS, MD

DAVID R. NAKA  
and  
EDWARD J. LEVYN,  
Substitute Trustees

Mortgagee

vs.

JOHN A. DALKOWSKI, III  
and  
SHERRI M. DALKOWSKI

Mortgagors

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\*  
\* EQUITY NO. 7318  
\*

\* \* \* \* \*

PETITION TO INTERVENE AND STATEMENT OF CLAIM OF MORTGAGE DEBT

Comes now the Petitioner, Scholz Homes, Inc., by and through its attorney, Philip D. Hale, and respectfully represents to this Honorable Court:

1. That there is due and owing by John A. Dalkowski, III and Sherri M. Dalkowski, his wife, Mortgagors, in accordance with the Statement of Claim of Mortgage Debt attached hereto as Exhibit A, incorporated herein by reference as though fully set out, the sum of Forty Thousand, Four Hundred, One (\$40,401.00) Dollars together with an attorney's collection fee of Six Thousand, Sixty and 15/100 (\$6,060.15) Dollars.

2. That the total amount due and owing as of March 28, 1983, is Forty-Six Thousand, Four Hundred, Sixty-one and 15/100 (\$46,461.15) Dollars plus per diem interest of \$11.01 per day pursuant to the mortgage and note attached hereto and incorporated herein by reference as though fully set out herein, marked Exhibits A and B.

3. That Scholz Homes, Inc., is the third mortgagee of the subject property and is entitled to priority after Plaintiffs herein and the mortgagee

BALD & HALE  
ATTORNEYS AT LAW  
ANNAPOLIS, MD

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CLERK, CIRCUIT COURT

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QUEEN ANNE'S COUNTY

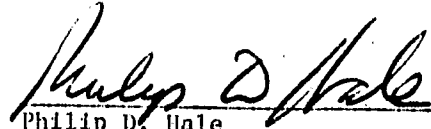
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16 7:32

DAVID R. NAKA, et al vs. JOHN A. DALKOWSKI, III, et ux  
EQUITY NO. 7318  
Page 2

superior to Plaintiffs herein in repayment of its loan.

Respectfully submitted,

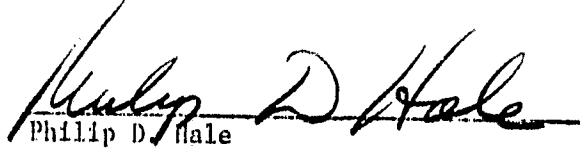


Philip D. Hale  
192 Duke of Gloucester Street  
P.O. Box 947  
Annapolis, Maryland 21404  
(301) 267-9300

Attorney for Mortgagee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of April, 1983,  
a copy of the foregoing Petition To Intervene And Statement of Claim of Mortgage  
Debt was mailed, postage prepaid, to David R. Naka, Esquire, Piper & Marbury  
1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201,  
Substitute Trustees; and John A. Dalkowski, III and Sherri M. Dalkowski, P.O.  
Box 307, Stevensville, Maryland 21666, Mortgagors.



Philip D. Hale

BALD & HALE  
ATTORNEYS AT LAW  
ANNAPOLIS, MD



G-8120

THIRD  
**This Mortgage**, made this 11<sup>th</sup> day of June

In the year one thousand nine hundred and eighty-one by and between John A. Dalkowski, III and Sherri M. Dalkowski, his wife, of the State of Maryland, Mortgagors and Park Development Corporation, a body corporate of the State of Maryland, Guarantor and Scholz Homes, Inc., a body corporate of the State of Delaware, Mortgagee.

WHEREAS, the said Mortgagors are jointly and severally indebted unto the Mortgagee in the full sum of Thirty-three thousand five hundred and 00/100 (\$33,500.00) Dollars, for money this day loaned and advanced, to be applied in payment of part of the purchase price of the hereinafter described property, which the Mortgagors covenant and agree to repay unto the Mortgagee at the expiration of two years from the date hereof, together with interest thereon from the date hereof at the rate of twelve (12%) per cent per annum; all such payments to be made in lawful money of the United States of America.

WHEREAS, the Mortgagors shall have the right to prepay the aforesaid Mortgage in whole or in part, without penalty, at any time or times.

AND WHEREAS, at the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to grow due thereon, and of all taxes, assessments, public dues and charges, levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this mortgage, as well as all other sums payable by Mortgagors as hereinafter provided, should be secured by the execution hereof.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar the said Mortgagors grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot of ground situated in the Fourth Election District of Queen Anne's County, State of Maryland, and described as follows, viz:

Beginning for the same and being known and designated as Lot No. 21, Block E and the southernmost one-half or 25 feet of Lot No. 23, Block E, as shown on a Plat entitled "First Revised Edition of the Second Section of Kent Island Estates", by J. B. Metcalfe, registered surveyor, dated January 1951, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 1 folio 191.

Being the same lot of ground described in a Deed dated March 26, 1979 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 148 folio 559, which was granted and conveyed by Ann C. R. Simmons unto the herein mortgagors.

SUBJECT, HOWEVER, to a prior Purchase Money Deed of Trust dated June 25, 1979 and recorded prior hereto among the Land Records of Queen Anne's County, from John A. Dalkowski, III and Sherri M. Dalkowski, his wife to Robert Wheeler and Verna Q. Davis, Trustees, in the principal amount of \$48,000.00.

ALSO SUBJECT to a Second Mortgage dated July 30, 1979 and recorded as aforesaid from John A. Dalkowski, III and Sherri M. Dalkowski, his wife to Savings Bank of Baltimore, in the principal amount of \$31,374.00.

EX-12-01 \* 75506  
EX-12-01 A 423506  
EX-12-01 A 423505

1981 JUN 12 AM 9:56  
QUEEN ANNE'S COUNTY

EXHIBIT A

In Considerations of said Mortgage having been granted by Scholz Homes, Inc. to the said John A. Dalkowski, III and Sherri M. Dalkowski, his wife, Mortgagors, Park Development Corporation joins herein as guarantor and covenantor and hereby unconditionally agrees to perform and guarantee the full performance of all the covenants in said Mortgage and further covenants, agrees and consents to be made party defendants in the event of foreclosure of said mortgage and further covenants and agrees that in the event the proceeds of said mortgaged premises shall be insufficient to satisfy the mortgage claim and all costs and expenses incident to said foreclosure, a decree in personam may be entered against it in such foreclosure proceedings to the same extent as such a decree might be entered under the covenants hereof against the mortgagors herein; and the said Guarantor hereby expressly waives any failure or waiver of the enforcement of any covenant of this mortgage or extension of payment thereof by the mortgagee.

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

To have and to hold the said lot(s) of land, with the improvements and appurtenances aforesaid, unto the said mortgagee or his heirs, personal representatives, successors and assigns

FOREVER IN FEE SIMPLE.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

And the said mortgagor in accordance with the provisions of the Real Property Article of the Code of Public General Laws of the State of Maryland, of the Maryland Rules, or of any other general or local laws of the State of Maryland relating to mortgages, including any amendments, supplements or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after a default has occurred in any of the conditions of this mortgage, as herein provided; and the said mortgagor does (2) also authorize the said mortgagee, his heirs, personal representatives, successors or assigns, or

W. Thomas Gisriel, his or its attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving the notice required by law of the time, place, manner and terms of sale in some newspaper published in the City or County in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient.

And it is agreed that upon any sale of said property under this mortgage, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a counsel fee of Three hundred fifty <sup>(\$350.00)</sup> dollars for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the mortgagee or his assignee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the mortgagee, his heirs, personal representatives, successors or assigns hereunder, whether the same shall have then matured or not, including interest thereon until final ratification of the auditor's report; and third, the balance, if any, to the said mortgagor, his heirs, personal representatives, successors or assigns. Half of such commissions and all such expenses and costs shall be paid by the mortgagor, his heirs, personal representatives, successors or assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagor, his heirs, personal representatives, successors or assigns, shall have possession of the property, upon paying in the meantime all taxes and assessments ground rents public dues and charges

levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, ground rents, public dues and charges the said mortgagor on behalf of himself and his heirs, personal representatives, successors or assigns, covenants to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof, at the place of business of the mortgagee, or his agent. And the mortgagee shall have the right and authority to pay any delinquent expenses which the mortgagor has covenanted to pay and fails to pay, and the amount so paid shall be added to the principal debt named herein and shall bear interest at the rate of <sup>twelve</sup> per centum (12 %) per annum. And upon any default in any of the covenants of this mortgage, the mortgagee shall be entitled, without notice to the mortgagor, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

Should the title or the equity of redemption in the property hereinbefore described be acquired, in whole or in part, by voluntary or involuntary deed, grant or assignment, by any persons, firm or corporation, or should the mortgagor be declared insolvent or bankrupt, then this Mortgage shall be in default and the balance then due or to become due shall, at the election of the mortgagee, be immediately due and payable, unless such voluntary deed, grant or assignment shall first be consented to by the mortgagee herein.

And the said mortgagor on behalf of himself and his heirs, personal representatives, successors or assigns, covenants to pay the mortgage debt and interest thereon and to keep the improvements on the land insured against loss by fire and other hazards as required by the mortgagee, his heirs, personal representatives, successors or assigns in an insurance company or companies acceptable to, and in an amount approved by, the said mortgagee, and to cause the policy or policies to be so framed or indorsed as in case of fire or other loss to inure to the benefit of the said mortgagee, his heirs, personal representatives, successors or assigns, to the extent of the lien or claim under this mortgage, and to deliver the policy or policies to the mortgagee, to be kept by the mortgagee. And in the event of any loss by fire or other hazard the insurance company or companies are hereby directed by the mortgagor to make payment for such loss to the mortgagee only, and not to the mortgagor and mortgagee jointly; such payment to the mortgagee shall be applied to the extinguishment of the principal, interest and expenses secured by this mortgage, whether then due or not, but shall not exceed the amount payable under this mortgage, or such money so payable may, with the consent of the mortgagee, be applied to the repairing of the premises damaged. And the said mortgagor also covenants and agrees that no fire or other hazard insurance shall be effected or remain in force on the hereby mortgaged property except as provided for herein. And the said mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the said ~~Mortgagors~~ <sup>Mortgagors</sup> ~~xxxxxxx~~  
WITNESS the corporate seal of the said ~~Mortgagor~~ <sup>Guarantor</sup> ~~xxxxxxx~~, and the signature of its ~~Vice-President~~ <sup>Vice-President</sup>.

GUARANTOR PARK DEVELOPMENT CORPORATION

TEST:

Norma R. Knox  
Norma R. Knox

BY: [Signature] (SEAL)  
John A. Dalkowski, III, President - Guarantor

[Signature] (SEAL)  
John A. Dalkowski, III, Mortgagor

[Signature] (SEAL)  
Sherri M. Dalkowski, Mortgagor

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 11<sup>th</sup> day of June 19 81, before me, a Notary Public of said State, personally appeared John A. Dalkowski, III and Sherri M. Dalkowski, his wife, Mortgagors and John A. Dalkowski, III, President of Park Development Corporation, Guarantor known to me, (or satisfactorily proven) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within Mortgage, and who, in my presence, signed and sealed the same and acknowledged that they executed the same for the purposes therein contained, ~~as the duly authorized Vice-President of said corporation, by signing the name of the corporation by himself as Vice-President.~~

At the same time, also appeared Philip D. Hale the

Agent, of the party secured by the foregoing Mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the Mortgagee(s) unto the Mortgagor(s) or the person(s) responsible for disbursing of funds in the closing transaction or their respective agent at a time no later than the final and complete execution of this Mortgage; and also made oath that he is agent of the Mortgagee(s).

In Testimony Whereof, I have hereunto set my hand and affixed my official seal.

Norma R. Knox Notary Public  
Norma R. Knox

My Commission Expires: July 1, 1982

\$33,500.00

June 11<sup>th</sup>, 1981

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of Scholz Homes, Inc., the principal sum of Thirty-three thousand five hundred and 00/100 (\$33,500.00) Dollars, together with interest thereon at the rate of twelve percent (12%) per annum, on or before two years from the date hereof.

It is further understood and agreed between the parties hereto that Park Development Corporation has agreed to make partial payments on this mortgage note by paying to Scholz Homes, Inc. the sum of Five Thousand Dollars (\$5,000.00) in addition to the agreed upon sale and purchase price of each package home ordered from Scholz Homes, Inc. by Park Development Corporation or any of them until the indebtedness above described shall have been paid or until any amounts remaining unpaid shall become due and payable twenty-four (24) months from the date hereof and any failure by Park Development Corporation or <sup>Mortgagor</sup> to make payments in accordance with this paragraph shall be deemed a default and Scholz Homes, Inc. shall then have all rights set out in this mortgage note upon default or breach of a covenant or condition.

This note can be assigned by Scholz Homes, Inc. to anyone.

If the principal amount, plus interest, is not paid when due, the undersigned do hereby empower any attorney of any Court of Record within the United States to appear for them and after one or more declarations filed, confess judgment against them for the sum due on this Note with costs of suit and attorney's fee of fifteen percent (15%) for collection; and they waive the benefit of any and every statute, ordinance, or rule of court which may be lawfully waived conferring upon them any right or privilege of exemption, stay of execution, or supplementary proceedings, or other relief from the enforcement or immediate enforcement of a judgment or related proceedings on a judgment.

The makers waive demand of payment, protest, and notice of nonpayment, dishonor and protest.

This note may be prepaid in whole or in part at any time without penalty.

This note is secured by mortgage 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.

Witness our hands and seals.

PARK DEVELOPMENT CORPORATION

BY: [Signature] (SEAL)  
John A. Dalkowski, III, President - Guarantor

[Signature] (SEAL)  
John A. Dalkowski, III, Mortgagor

[Signature] (SEAL)  
Sherri M. Dalkowski, Mortgagor

EXHIBIT B

DAVID R. NAKA  
and  
EDWARD J. LEVIN,  
Substitute Trustees

Mortgagee

vs.

JOHN A. DALKOWSKI, III  
and  
SHERRI M. DALKOWSKI

Mortgagors

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\*  
\* EQUITY NO. 7318  
\*

\* \* \* \* \*

STATEMENT CLAIM FOR MORTGAGE DEBT

Mr. Clerk:

The following is a Statement of the Claim of Mortgage Debt of Scholz Homes, Inc., Third Mortgagee, of the Mortgage from John A. Dalkowski, III, and Sherri M. Dalkowski, his wife, dated June 11, 1981, and recorded among the Land Records of Queen Anne's County in Liber 176, Page 1 through 3.

Principal balance due as of                    \$33,500.00  
March 28, 1983

Interest due through March 28,                \$ 6,901.00  
1983

Sub-total                                         \$40,401.00

Attorney's Collection Fee as                    \$ 6,060.15  
provided for in Mortgage Note

Total due as of March 28, 1983                \$46,461.15

Interest accrues as provided in the Mortgage at the rate of \$11.01 per day.

RECORDED  
CLERK, CIRCUIT COURT  
1983 APR -8 AM 10:54  
QUEEN ANNE'S COUNTY

Respectfully submitted,

*Philip D. Hale*  
Philip D. Hale  
192 Duke of Gloucester Street  
P.O. Box 947  
Annapolis, Maryland 21404  
(301) 267-9300

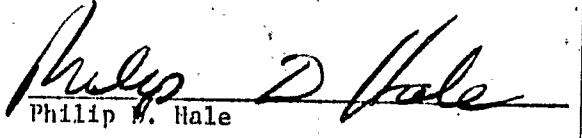
Attorney for Mortgagee

BALD & HALE  
ATTORNEYS AT LAW  
ANNAPOLIS, MD

1983 APR 15 7:17

DAVID R. NAKA, et al vs. JOHN A. DALKOWSKI, III, et ux  
EQUITY NO. 7318  
Page 2

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

  
Philip W. Hale

DAVID R. NAKA  
and  
EDWARD J. LEVIN,  
Substitute Trustees

Mortgagee

vs.

JOHN A. DALKOWSKI, III  
and  
SHERRI M. DALKOWSKI

Mortgagors

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY


EQUITY NO. 7318

\* \* \* \* \*

APPLICATION FOR PAYMENT OF SURPLUS  
OF PROCEEDS OF SALE

Comes now Applicant, Scholz Homes, Inc., by Philip D. Hale, its attorney, and respectfully requests this Honorable Court to pay over to Scholz Homes, Inc. so much of the surplus of the proceeds of the sale of the property of the Mortgagors herein as shall remain after payment of costs, expense and the claim of Plaintiffs herein and in support thereof incorporates herein by reference as though fully set out herein its Petition To Intervene And Statement of Claim of Mortgage Debt heretofore filed in these proceedings.

Respectfully submitted,



Philip D. Hale  
192 Duke of Gloucester Street  
P.O. Box 947  
Annapolis, Maryland 21404  
(301) 267-9300

Attorney for Applicant,  
Scholz Homes, Inc.

BALD & HALE  
ATTORNEYS AT LAW  
ANNAPOLIS, MD

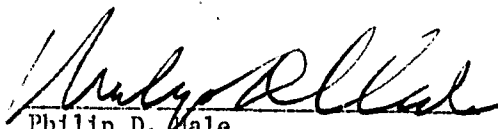
FILED  
CLERK OF CIRCUIT COURT  
1983 MAY 18 10:15 AM  
QUEEN ANNE'S COUNTY

10 7318

DAVID R. NAKA, et al vs. JOHN A. DALKOWSKI, III, et ux  
EQUITY NO. 7318  
Page 2

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this <sup>17<sup>th</sup></sup> day of May, 1983, a copy of the foregoing Application For Payment Of Surplus Of Proceeds Of Sale was mailed, postage prepaid, to David R. Naka, Esquire, Piper & Marbury, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201, Substitute Trustees; and John A. Dalkowski, III and Sherri M. Dalkowski, P.O. Box 307, Stevensville, Maryland 21666, Mortgagors.

  
Philip D. Hale



DAVID R. NAKA  
and  
EDWARD J. LEVIN,  
Substitute Trustees

Mortgagee

vs.

JOHN A. DALKOWSKI, III  
and  
SHERRI M. DALKOWSKI

Mortgagors

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

\* EQUITY NO. 7318  
\*  
\*  
\* \* \* \* \*

PETITION TO INTERVENE AND STATEMENT OF CLAIM OF MORTGAGE DEBT

Comes now the Petitioner, Scholz Homes, Inc., by and through its attorney, Philip D. Hale, and respectfully represents to this Honorable Court:

1. That there is due and owing by John A. Dalkowski, III and Sherri M. Dalkowski, his wife, Mortgagors, in accordance with the Statement of Claim of Mortgage Debt attached hereto as Exhibit A, incorporated herein by reference as though fully set out, the sum of Forty Thousand, Four Hundred, One (\$40,401.00) Dollars together with an attorney's collection fee of Six Thousand, Sixty and 15/100 (\$6,060.15) Dollars.

2. That the total amount due and owing as of March 28, 1983, is Forty-Six Thousand, Four Hundred, Sixty-one and 15/100 (\$46,461.15) Dollars plus per diem interest of \$11.01 per day pursuant to the mortgage and note attached hereto and incorporated herein by reference as though fully set out herein, marked Exhibits A and B.

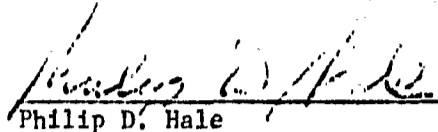
3. That Scholz Homes, Inc., is the third mortgagee of the subject property and is entitled to priority after Plaintiffs herein and the mortgagee

BALD & HALE  
ATTORNEYS AT LAW  
ANNAPOLIS, MD

DAVID R. NAKA, et al vs. JOHN A. DALKOWSKI, III, et ux  
EQUITY NO. 7318  
Page 2

superior to Plaintiffs herein in repayment of its loan.

Respectfully submitted,

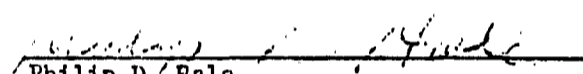


Philip D. Hale  
192 Duke of Gloucester Street  
P.O. Box 947  
Annapolis, Maryland 21404  
(301) 267-9300

Attorney for Mortgagee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of April, 1983,  
a copy of the foregoing Petition To Intervene And Statement of Claim of Mortgage  
Debt was mailed, postage prepaid, to David R. Naka, Esquire, Piper & Marbury  
1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201,  
Substitute Trustees; and John A. Dalkowski, III and Sherri M. Dalkowski, P.O.  
Box 307, Stevensville, Maryland 21666, Mortgagors.

  
Philip D. Hale

BALD & HALE  
ATTORNEYS AT LAW  
ANNAPOLIS, MD

G-8120

THIRD  
This Mortgage, made this 11/24 day of June

in the year one thousand nine hundred and eighty-one by and between John A. Dalkowski, III and Sherri M. Dalkowski, his wife, of the State of Maryland, Mortgagors and Park Development Corporation, a body corporate of the State of Maryland, Guarantor and Scholz Homes, Inc., a body corporate of the State of Delaware, Mortgagee.

WHEREAS, the said Mortgagors are jointly and severally indebted unto the Mortgagee in the full sum of Thirty-three thousand five hundred and 00/100 (\$33,500.00) Dollars, for money this day loaned and advanced, to be applied in payment of part of the purchase price of the hereinafter described property, which the Mortgagors covenant and agree to repay unto the Mortgagee at the expiration of two years from the date hereof, together with interest thereon from the date hereof at the rate of twelve (12%) per cent per annum; all such payments to be made in lawful money of the United States of America.

WHEREAS, the Mortgagors shall have the right to prepay the aforesaid Mortgage in whole or in part, without penalty, at any time or times.

AND WHEREAS, at the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to grow due thereon, and of all taxes, assessments, public dues and charges, levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this mortgage, as well as all other sums payable by Mortgagors as hereinafter provided, should be secured by the execution hereof.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar the said Mortgagors grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot of ground situated in the Fourth Election District of Queen Anne's County, State of Maryland, and described as follows, viz:

Beginning for the same and being known and designated as Lot No. 21, Block E and the southernmost one-half or 25 feet of Lot No. 23, Block E, as shown on a Plat entitled "First Revised Edition of the Second Section of Kent Island Estates", by J. B. Metcalfe, registered surveyor, dated January 1951, recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 1 folio 191.

Being the same lot of ground described in a Deed dated March 26, 1979 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 148 folio 559, which was granted and conveyed by Ann C. R. Simmons unto the herein mortgagors.

SUBJECT, HOWEVER, to a prior Purchase Money Deed of Trust dated June 25, 1979 and recorded prior hereto among the Land Records of Queen Anne's County, from John A. Dalkowski, III and Sherri M. Dalkowski, his wife to Robert Wheeler and Verna Q. Davis, Trustees, in the principal amount of \$48,000.00.

ALSO SUBJECT to a Second Mortgage dated July 30, 1979 and recorded as aforesaid from John A. Dalkowski, III and Sherri M. Dalkowski, his wife to Savings Bank of Baltimore, in the principal amount of \$31,374.00.

JUN 12 01 \* 23530  
JUN 12 01 A #23530  
JUN 12 01 A #23525

1981 JUN 12 AM 9:56  
QUEEN ANNE'S COUNTY

EXHIBIT A

In Considerations of said Mortgage having been granted by Scholz Homes, Inc. to the said John A. Dalkowski, III and Sherri M. Dalkowski, his wife, Mortgagors, Park Development Corporation joins herein as guarantor and covenantor and hereby unconditionally agrees to perform and guarantee the full performance of all the covenants in said Mortgage and further covenants, agrees and consents to be made party defendants in the event of foreclosure of said mortgage and further covenants and agrees that in the event the proceeds of said mortgaged premises shall be insufficient to satisfy the mortgage claim and all costs and expenses incident to said foreclosure, a decree in personam may be entered against it in such foreclosure proceedings to the same extent as such a decree might be entered under the covenants hereof against the mortgagors herein; and the said Guarantor hereby expressly waives any failure or waiver of the enforcement of any covenant of this mortgage or extension of payment thereof by the mortgagee.

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

To have and to hold the said lot(s) of land, with the improvements and appurtenances aforesaid, unto the said mortgagee or ~~his heirs, personal representatives, successors and assigns~~

FOREVER IN FEE SIMPLE.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

And the said mortgagor in accordance with the provisions of the Real Property Article of the Code of Public General Laws of the State of Maryland, of the Maryland Rules, or of any other general or local laws of the State of Maryland relating to mortgages, including any amendments, supplements or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after a default has occurred in any of the conditions of this mortgage, as herein provided; and the said mortgagor does (2) also authorize the said mortgagee, his heirs, personal representatives, successors or assigns, or

W. Thomas Gisriel, his or its attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving the notice required by law of the time, place, manner and terms of sale in some newspaper published in the City or County in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient.

levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, ground rents, public dues and charges the said mortgagor on behalf of himself and his heirs, personal representatives, successors or assigns, covenants to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof, at the place of business of the mortgagee, or his agent. And the mortgagee shall have the right and authority to pay any delinquent expenses which the mortgagor has covenanted to pay and fails to pay, and the amount so paid shall be added to the principal debt named herein and shall bear interest at the rate of <sup>twelve</sup> per centum (12 %) per annum. And upon any default in any of the covenants of this mortgage, the mortgagee shall be entitled, without notice to the mortgagor, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

Should the title or the equity of redemption in the property hereinbefore described be acquired, in whole or in part, by voluntary or involuntary deed, grant or assignment, by any persons, firm or corporation, or should the mortgagor be declared insolvent or bankrupt, then this Mortgage shall be in default and the balance then due or to become due shall, at the election of the mortgagee, be immediately due and payable, unless such voluntary deed, grant or assignment shall first be consented to by the mortgagee herein.

And the said mortgagor on behalf of himself and his heirs, personal representatives, successors or assigns, covenants to pay the mortgage debt and interest thereon and to keep the improvements on the land insured against loss by fire and other hazards as required by the mortgagee, his heirs, personal representatives, successors or assigns in an insurance company or companies acceptable to, and in an amount approved by, the said mortgagee, and to cause the policy or policies to be so framed or indorsed as in case of fire or other loss to inure to the benefit of the said mortgagee, his heirs, personal representatives, successors or assigns, to the extent of the lien or claim under this mortgage, and to deliver the policy or policies to the mortgagee, to be kept by the mortgagee. And in the event of any loss by fire or other hazard the insurance company or companies are hereby directed by the mortgagor to make payment for such loss to the mortgagee only, and not to the mortgagor and mortgagee jointly; such payment to the mortgagee shall be applied to the extinguishment of the principal, interest and expenses secured by this mortgage, whether then due or not, but shall not exceed the amount payable under this mortgage, or such money so payable may, with the consent of the mortgagee, be applied to the repairing of the premises damaged. And the said mortgagor also covenants and agrees that no fire or other hazard insurance shall be effected or remain in force on the hereby mortgaged property except as provided for herein. And the said mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the said <sup>Mortgagors</sup> ~~Mortgagor~~ ~~XXXXXXXXXX~~  
WITNESS the corporate seal of the said ~~Mortgagor~~, and the signature of its ~~Vice-President~~ <sup>President</sup>.  
Guarantor PARK DEVELOPMENT CORPORATION

TEST:

Norma R. Knox  
Norma R. Knox

BY: [Signature] (SEAL)  
John A. Dalkowski, III, President - Guarantor

[Signature] (SEAL)  
John A. Dalkowski, III, Mortgagor

[Signature] (SEAL)  
Sherri M. Dalkowski, Mortgagor

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 11<sup>th</sup> day of June 19 81, before me, a Notary Public of said State, personally appeared John A. Dalkowski, III and Sherri M. Dalkowski, his wife, Mortgagors and John A. Dalkowski, III, President of Park Development Corporation, Guarantor known to me, (or satisfactorily proven) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within Mortgage, and who, in my presence, signed and sealed the same and acknowledged that they executed the same for the purposes therein contained. ~~as the duly authorized officers of said corporation by signing the name of the corporation by itself and its President.~~

\$33,500.00

June 11<sup>th</sup>, 1981

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of Scholz Homes, Inc., the principal sum of Thirty-three thousand five hundred and 00/100 (\$33,500.00) Dollars, together with interest thereon at the rate of twelve percent (12%) per annum, on or before two years from the date hereof.

It is further understood and agreed between the parties hereto that Park Development Corporation has agreed to make partial payments on this mortgage note by paying to Scholz Homes, Inc. the sum of Five Thousand Dollars (\$5,000.00) in addition to the agreed upon sale and purchase price of each package home ordered from Scholz Homes, Inc. by Park Development Corporation or any of them until the indebtedness above described shall have been paid or until any amounts remaining unpaid shall become due and payable twenty-four (24) months from the date hereof and any failure by Park Development Corporation or <sup>Mortgagor</sup> to make payments in accordance with this paragraph shall be deemed a default and Scholz Homes, Inc. shall then have all rights set out in this mortgage note upon default or breach of a covenant or condition.

*lmd*

This note can be assigned by Scholz Homes, Inc. to anyone.

If the principal amount, plus interest, is not paid when due, the undersigned do hereby empower any attorney of any Court of Record within the United States to appear for them and after one or more declarations filed, confess judgment against them for the sum due on this Note with costs of suit and attorney's fee of fifteen percent (15%) for collection; and they waive the benefit of any and every statute, ordinance, or rule of court which may be lawfully waived conferring upon them any right or privilege of exemption, stay of execution, or supplementary proceedings, or other relief from the enforcement or immediate enforcement of a judgment or related proceedings on a judgment.

The makers waive demand of payment, protest, and notice of nonpayment, dishonor and protest.

This note may be prepaid in whole or in part at any time without penalty.

This note is secured by mortgage 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.

Witness our hands and seals.

PARK DEVELOPMENT CORPORATION

BY: *[Signature]* (SEAL)  
 John A. Dalkowski, III, President - Guarantor

*[Signature]* (SEAL)  
 John A. Dalkowski, III, Mortgagor

*[Signature]* (SEAL)  
 Sherri M. Dalkowski, Mortgagor

EXHIBIT B

DAVID R. NAKA  
and  
EDWARD J. LEVIN,  
Substitute Trustees

Mortgagee

vs.

JOHN A. DALKOWSKI, III  
and  
SHERRI M. DALKOWSKI

Mortgagors

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\*  
\* EQUITY NO. 7318  
\*

\* \* \* \* \*

STATEMENT CLAIM FOR MORTGAGE DEBT

Mr. Clerk:

The following is a Statement of the Claim of Mortgage Debt of Scholz Homes, Inc., Third Mortgagee, of the Mortgage from John A. Dalkowski, III, and Sherri M. Dalkowski, his wife, dated June 11, 1981, and recorded among the Land Records of Queen Anne's County in Liber 176, Page 1 through 3.

Principal balance due as of           \$33,500.00  
March 28, 1983

Interest due through March 28,       \$ 6,901.00  
1983

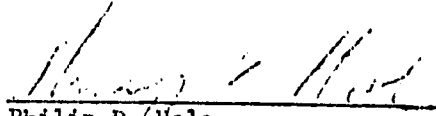
Sub-total                               \$40,401.00

Attorney's Collection Fee as         \$ 6,060.15  
provided for in Mortgage Note

Total due as of March 28, 1983       \$46,461.15

Interest accrues as provided in the Mortgage at the rate of \$11.01 per day.

Respectfully submitted,

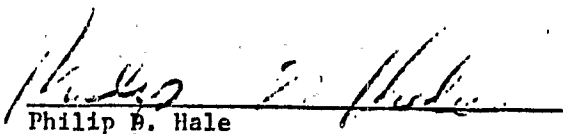
  
Philip D. Hale  
192 Duke of Gloucester Street  
P.O. Box 947  
Annapolis, Maryland 21404  
(301) 267-9300

Attorney for Mortgagee

BALD & HALE  
ATTORNEYS AT LAW  
ANNAPOLIS, MD

DAVID R. NAKA, et al vs. JOHN A. DALKOWSKI, III, et ux  
EQUITY NO. 7318  
Page 2

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

  
Philip B. Hale

BALD & HALE  
ATTORNEYS AT LAW  
ANNAPOLIS, MD



DAVID R. NAKA  
and  
EDWARD J. LEVIN,  
Substitute Trustees

Mortgagee

vs.

JOHN A. DALKOWSKI, III  
and  
SHERRI M. DALKOWSKI

Mortgagors

\* \* \* \* \*


IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY  
  
EQUITY NO. 7318

APPLICATION FOR PAYMENT OF SURPLUS  
OF PROCEEDS OF SALE

Comes now Applicant, Scholz Homes, Inc., by Philip D. Hale, its attorney, and respectfully requests this Honorable Court to pay over to Scholz Homes, Inc. so much of the surplus of the proceeds of the sale of the property of the Mortgagors herein as shall remain after payment of costs, expense and the claim of Plaintiffs herein and in support thereof incorporates herein by reference as though fully set out herein its Petition To Intervene And Statement of Claim of Mortgage Debt heretofore filed in these proceedings.

Respectfully submitted,

RECEIVED  
CLERK, CIRCUIT COURT  
1983 MAY 18 AM 10:16  
QUEEN ANNE'S COUNTY

  
Philip D. Hale  
192 Duke of Gloucester Street  
P.O. Box 947  
Annapolis, Maryland 21404  
(301) 267-9300

Attorney for Applicant,  
Scholz Homes, Inc.


BALD & HALE  
ATTORNEYS AT LAW  
ANNAPOLIS, MD

16 MAY 1983

DAVID R. NAKA, et al vs. JOHN A. DALKOWSKI, III, et ux  
EQUITY NO. 7318  
Page 2

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 17<sup>th</sup> day of May, 1983, a copy of the foregoing Application For Payment Of Surplus Of Proceeds Of Sale was mailed, postage prepaid, to David R. Naka, Esquire, Piper & Marbury, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201, Substitute Trustees; and John A. Dalkowski, III and Sherri M. Dalkowski, P.O. Box 307, Stevensville, Maryland 21666, Mortgagors.

  
Philip D. Hale

DAVID R. NAKA  
and  
EDWARD J. LEVIN,  
Substitute Trustees  
  
Mortgagee

vs.

JOHN A. DALKOWSKI, III  
and  
SHERRI M. DALKOWSKI  
  
Mortgagors

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\*  
\* EQUITY NO. 7318  
\*  
\*  
\* \* \* \* \*

PETITION TO INTERVENE AND STATEMENT OF CLAIM OF MORTGAGE DEBT

Comes now the Petitioner, Scholz Homes, Inc., by and through its attorney, Philip D. Hale, and respectfully represents to this Honorable Court:

1. That there is due and owing by John A. Dalkowski, III and Sherri M. Dalkowski, his wife, Mortgagors, in accordance with the Statement of Claim of Mortgage Debt attached hereto as Exhibit A, incorporated herein by reference as though fully set out, the sum of Three Thousand, Two Hundred, Sixty-seven (\$3,267.00) Dollars together with an attorney's collection fee of Four Hundred, Fifty (\$450.00) Dollars.

2. That the total amount due and owing as of March 28, 1983, is Three Thousand, Two Hundred, Sixty-seven (\$3,267.00) Dollars plus per diem interest of One and 08/100 (\$1.08) Dollars per day pursuant to the mortgage attached hereto and incorporated herein by reference as though fully set out herein.

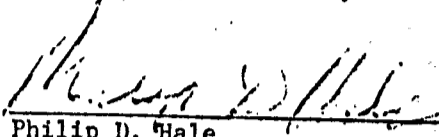
3. That Scholz Homes, Inc. is the fifth mortgagee of the subject property and is entitled to priority after Plaintiffs herein and the mortgagee superior

BALD & HALE  
ATTORNEYS AT LAW  
ANNAPOLIS, MD

DAVID R. NAKA, et al vs. JOHN A. DALKOWSKI, III, et ux  
EQUITY NO. 7318  
Page 2

to Plaintiffs herein in repayment of its loan.

Respectfully submitted,

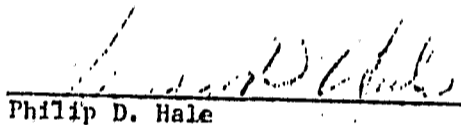


Philip D. Hale  
192 Duke of Gloucester Street  
P.O. Box 947  
Annapolis, Maryland 21404  
(301) 267-9300

Attorney for Mortgagee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 31st day of March, 1983, a copy of the foregoing Petition To Intervene And Statement of Claim of Mortgage Debt was mailed, postage prepaid, to David R. Naka, Esquire, Piper & Marbury, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201, Substitute Trustees; and John A. Dalkowski, III and Sherri M. Dalkowski, P.O. Box 307, Stevensville, Maryland 21666, Mortgagors.



Philip D. Hale

DOCUMENT NO. 109, 486

LIBR 101

NO TITLE EXAMINATION

MORTGAGE — INDIVIDUAL — FEE OR LEASEHOLD — MONTHLY PAYMENT — PRINCIPAL INTEREST AND EXPENSES

FIFTH  
THIS MORTGAGE, is made this 1ST day of July, 1982  
by and between John A. Dalkowski, III and Sherri M. Dalkowski, his wife,  
by Michael U. Gisriel, their attorney-in-fact

parties of the first part, hereinafter referred to as Mortgagor, whose address is  
and Scholz Homes, Inc.,

JUL 19-82 \* 26418 \*\*\*\*\*33.70  
JUL 19-82 A #26418 \*\*\*\*\*13.70  
JUL 19-82 A #26417K\*\*\*\*\*.50  
JUL 19-82 A #26416 \*\*\*\*\*20.00

part y of the second part, hereinafter referred to as Mortgagee, whose address is:

WHEREAS, Mortgagor is bona fide indebted to Mortgagee in the sum of **THREE THOUSAND AND NO/100**

Dollars (\$ 3,000.00 ) 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

( 12.00 % ) per annum, ~~with interest compounded monthly on the unpaid principal balance~~

~~and any balance of principal or interest due or unpaid on the~~ 2nd day of October, 1982, shall be due and payable on said date;

1982 JUL 19 PM 12:43  
QUEEN ANNE'S COUNTY

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/~~in fee simple~~ all

that (lot(s) of ground and premises situate and lying in **Queen Anne's County** State of **Maryland**, described as follows, that is to say:

BEGINNING for the same and being known and designated as Lot No. 21, Block E and the southernmost one-half or 25 feet of Lot No. 23, Block E, as shown on a Plat entitled "First Revised Edition of the Second Section of Kent Island Estates", by J. B. Metcalfe, registered surveyor, dated January 1951, recorded among the Land Records of Queen Anne's County in Liber TSP No. 1 folio 191.

BEING the same property described in a Deed dated March 26, 1979, and recorded among the Land Records of Queen Anne's County in Liber MWM No. 148 folio 559, which was granted and conveyed by Ann C. R. Simmons unto the mortgagors within.

Subject to Purchase Money Deed of Trust dated June 25, 1979, and recorded in Liber MWM 152 folio 383, from John A. Dalkowski, III and Sherri M. Dalkowski, his wife, to Robert Wheeler and Verna Q. Davis, Trustees, in the principal amount of \$48,000.00.

Subject to a Second Mortgage dated July 30, 1979, and recorded in Liber MWM 153 folio 257, from John A. Dalkowski, III and Sherri M. Dalkowski, his wife to Savings Bank of Baltimore, in the principal amount of \$31,374.00.

Subject to a Third Mortgage dated June 11, 1981, and recorded in Liber 176 folio 1, from John A. Dalkowski, III and Sherri M. Dalkowski, his wife and Park Development Corporation, Guarantor, to Scholz Homes, Inc., in the principal amount of \$33,500.00.

15 750

1/10/82

SUBJECT TO Fourth Mortgage dated February 10, 1982 from John A. Dalkowski, III and Sherri M. Dalkowski, his wife, to Walter E. Mancuso and Evelyn C. Mancuso, his wife, and recorded in Liber MWM 183, folio 383.

See Powers of Attorney dated June 18, 1982 and recorded prior hereto.

BEING the part of (s) of ground and premises which by Deed dated \_\_\_\_\_ and recorded \_\_\_\_\_ in the Land Records of \_\_\_\_\_ State of Maryland, in Liber \_\_\_\_\_ No. \_\_\_\_\_

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/dec. abt. the residue abt. the term of years to be held for the use of \_\_\_\_\_ with the benefit of several \_\_\_\_\_

PROVIDED, that if the said Mortgagor shall well and truly pay or cause to be paid the aforesaid principal sum of THREE THOUSAND

Dollars and no Cents (\$ 3,000.00 ), 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, \_\_\_\_\_

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 Philip D. Hale 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 assent to a decree or under the aforesaid power of sale, shall be under the provisions of Real Property Article of the Annotated Code of Maryland Section 7-105 (Acts of 1974 of Chapter 12) and the Rules W70-W76 of the Maryland Rules of Procedure, or under any other general or local laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. Such sale shall be made after giving notice by advertisement as required by the aforesaid Statute and Rules; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any such sale of said property under this mortgage, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a counsel fee of Four Hundred

Fifty Dollars (\$ 450.00 ) for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee hereunder, whether the same shall have matured or not, including interest thereon until the final ratification of the final Auditor's Account in the foreclosure proceedings; (3) and the balance if any, to the said Mortgagor, or to whomsoever may be entitled to same. And in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof, the Mortgagor hereby covenants to pay also, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland and a counsel fee of Four Hundred Fifty Dollars (\$ 450.00 ); but said sale may be proceeded with unless, prior to the day appointed therefor, payment be made of said principal and interest, costs, expenses, commission and fee.

AND the said Mortgagor hereby covenants with the Mortgagee as follows:

(1) To repay the mortgage indebtedness hereby secured, together with the interest thereon at the rate aforesaid, at the times and in the amounts aforesaid;

(2) To purchase and pay the premiums thereon, during the term of this mortgage, of all policy or policies of fire and extended coverage insurance on the improvements on the above described lot of ground insuring the same against loss by fire and other hazards, usually referred to as "extended coverage," with an endorsement thereon making the proceeds of the policy or policies, in event of damage by fire or other covered casualty, payable to the Mortgagee to the extent of Mortgagee's lien on the land and improvements, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, in amounts sufficient to protect Mortgagee's lien thereon, and to deliver the policy or policies and all renewal policies or receipts to the Mortgagee; and in the event of any loss by fire or other casualties, the insurance company or companies issuing said policy or policies are hereby, and in said policy or policies are to be, directed by the Mortgagor to make payment for such loss to the Mortgagee only, to the extent of its lien thereon and any unpaid insurance premiums or taxes and other expenses advanced, and not to the Mortgagor and Mortgagee jointly; such payment to the Mortgagee shall be applied to the extinguishment of the principal, interest and other obligations secured by this mortgage, whether then due or not; however, the Mortgagee, in lieu thereof, may consent, in writing, to the application by the Mortgagor of the said insurance proceeds to the reconstruction of the improvements on the mortgage property;

(3) To pay all taxes, water and sewer charges and other public dues and assessments of every kind whatsoever for which the property hereby mortgaged may become liable, and to pay all ground rent, if any, when and as the same shall become due and payable and to deposit receipts for the same with the Mortgagee within 30 days after the due date for such payments;

~~(4) To pay to the Mortgagee, on the same date upon which the payments on principal and interest are made, for the purpose of establishing a fund to assure the payment of the taxes, water and sewer charges, and other public dues and charges, the ground rent, if any, the premiums on the policies of fire and extended coverage and any other obligations for which the above-described property may become liable, one-twelfth (1/12th) of the yearly aggregate of such payments as estimated by the Mortgagee. Said amounts so paid to the Mortgagee shall be held by the Mortgagee in trust solely for the purposes indicated and the funds may be commingled with other funds of the Mortgagee; such deposit as herein required shall be known as "Expense Account." The Mortgagee shall credit to said Expense Account interest thereon at the prevailing annual rate for savings accounts or percent ( ) computed on the average monthly balance accrued in such Expense Account. In the event the Mortgagor fails to provide sufficient funds to pay said expenses, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt herein and shall bear interest at the rate hereinbefore stated as the interest payable on the principal debt, from the date of such payment or payments, and said Mortgagee shall have a lien under this Mortgage on the premises hereinabove described for the amount or amounts so paid, together with the interest thereon as herein stated upon the principal debt. Failure to establish and maintain the aforesaid expense account for the payment of the aforesaid expenses shall, at the option of the Mortgagee, constitute a default in this mortgage, for which foreclosure of this mortgage may be instituted.~~

(5) Not to permit, commit or suffer to be committed any waste, impairment or deterioration of said above described property in any part thereof; and

(6) To pay a late charge not to exceed the greater of Two Dollars (\$2.00) or one twentieth (1/20th) of the total amount of any delinquent or late periodic installments of principal and interest which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof.

It is further agreed between the parties:

1. Each monthly payment made by the Mortgagor and paid to the Mortgagee, where the amount or amounts shall not be equal to the required monthly payments of principal, interest and ~~and~~ 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~~

2. The holder of this mortgage, in any action to foreclose the same, shall be entitled, without regard to the adequacy of the security for the debt, to have a receiver appointed by the Court to collect the rents and profits of said property and account therefor as the Court may direct.

3. Should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or conveyed or encumbered in any other manner, without the Mortgagee's, or other holder of this Mortgage, consent in writing or should the Mortgagor, or any one or more of the Mortgagor group, if more than one, be declared insolvent or bankrupt, then the balance then due or to become due on said principal indebtedness shall, at the option of the Mortgagee, become due and payable and constitute a ground of foreclosure if not paid on demand;

4. At the option of the Mortgagee, the entire indebtedness then unpaid and secured hereby shall become due and payable after a default in the payment of any monthly installment of principal or interest, as herein provided, ~~and~~ in the performance of any of the covenants or conditions hereof ~~and~~

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:

Margaret Mitchell  
Margaret Mitchell

Margaret Mitchell  
Margaret Mitchell

John A. Dalkowski, III by Michael U. Gisriel, his attorney-in-fact (SEAL)

John A. Dalkowski, III, by Michael U. Gisriel, his attorney-in-fact

Sherri M. Dalkowski, by Michael U. Gisriel, her attorney (SEAL)

Sherri M. Dalkowski, by Michael U. Gisriel, her attorney

(ACKNOWLEDGMENT ON FOLLOWING PAGE)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 1st day of July, 1982 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Michael U. Gisriel, attorney-in-fact for

known to me, or satisfactorily proven, to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

At the same time also appeared Philip D. Hale

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.

Margaret Mitchell, Notary Public

My commission expires:

7-1-86

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

Attorney

MORTGAGE

FROM

John A. Dalkowski, III and Sherri M. Dalkowski

TO

SCHOLZ HOMES, INC.

BLOCK NO.

Received for Record, July 19, 1982

at 12:43 o'clock P.M. Same day recorded

in Liber MUM No. 187 Folio 88 &c.

one of the Land Records of Queen Anne's County, and examined per

Margaret Mitchell, Notary Public

Cost of Record, \$

NEW TOWN TITLE CO.

SUITE 205

815 RITCHIE HWY.

SEVERNA PARK, MD. 21146

FILE # 3327A

CLERK	22.50
STAMP	13.20
TOTAL	33.70

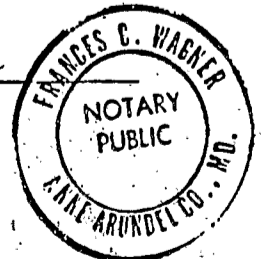
THE DAILY RECORD CO., BALTIMORE, MD.

STATE OF MARYLAND, COUNTY OF Anne Arundel, to wit:

I HEREBY CERTIFY that on this 2nd day of July, 1982, before me, the subscriber a Notary Public for the State of Maryland, personally appeared Philip D. Hale, whose made oath in due form of law that he is the agent of the party 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 the execution and delivery of the mortgage by the borrower.

AS WITNESS my hand and notarial seal.

Frances P. Wagner, Notary Public



My Commission expires: 7/1/86

EXHIBIT A

109,486



DAVID R. NAKA  
and  
EDWARD J. LEVIN,  
Substitute Trustees  
  
Mortgagee

vs.

JOHN A. DALKOWSKI, III  
and  
SHERRI M. DALKOWSKI  
  
Mortgagors

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

\*  
\* EQUITY NO. 7318  
\*

\* \* \* \* \*

STATEMENT CLAIM FOR MORTGAGE DEBT

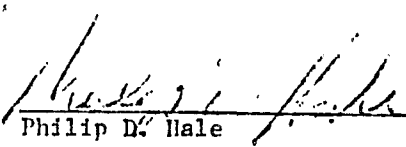
Mr. Clerk:

The following is a Statement of the Claim of Mortgage Debt of Scholz Homes, Inc., Mortgagee of the Mortgage from John A. Dalkowski, III and Sherri M. Dalkowski, his wife, dated July 1, 1982, and recorded among the Land Records of Queen Anne's County in Liber 187, Page 88 through 90.

Principal balance due as of March 28, 1983	\$3,000.00
Interest through March 28, 1983	\$ 267.00
Attorney's Collection Fee provided for in Mortgage	<u>\$ 450.00</u>
Total due as of March 28, 1983	\$3,717.00

Interest accrues as provided in the Mortgage at the rate of \$1.08 per day after March 28, 1983.

Respectfully submitted,

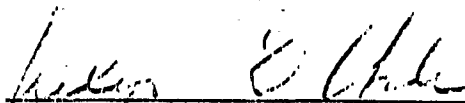
  
Philip D. Hale  
192 Duke of Gloucester Street  
P.O. Box 947  
Annapolis, Maryland 21404  
(301) 267-9300

Attorney for Mortgagee

BALD & HALE  
ATTORNEYS AT LAW  
ANNAPOLIS, MD

DAVID R. NAKA, et al vs. JOHN A. DALKOWSKI, III, et ux  
EQUITY NO. 7318  
Page 2

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

  
Philip B. Hale

BALD & HALE  
ATTORNEYS AT LAW  
ANNAPOLIS, MD

DAVID R. NAKA and  
EDWARD J. LEVIN  
SUBSTITUTE TRUSTEES  
Plaintiffs

vs,

JOHN A. DALKOWSKI, III  
SHERRI DALKOWSKI  
Defendants

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY

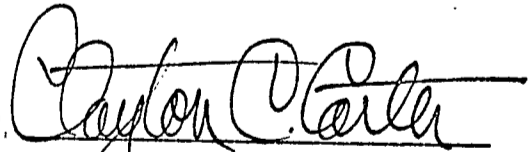
SITTING IN EQUITY

NO. 7318

ORDER

Upon the application and Exhibits of Scholz Homes, Inc., to pay over any surplus proceeds on the indebtedness of the Defendants under a Fifth Mortgage dated July 1, 1982 to Scholz Homes, Inc., it is this 25th day of May 1983, by the Circuit Court of Queen Anne's County, Sitting in Equity,

ORDERED, that any surplus of the proceeds of sale made by the Plaintiffs, as Substitute Trustees, after payment to The Savings Bank of Baltimore <sup>of</sup> its claim and expenses, <sup>be</sup> paid over to the applicant, Scholz Homes, Inc., or so much thereof as will satisfy its claim and to which it is equitably entitled; subject to the usual exceptions to the audit stated by the Court Auditor pursuant to Md. Rule W74 e.

  
CLAYTON C. CARTER  
Judge

Distribution:

Original: Court File

Photocopies:

John W. Sause, Jr., Court Auditor  
Plaintiffs  
Philip D. Hale, Esq.

RECORDED  
CLERK OF COURT

1983 MAY 25 PM 2:16

QUEEN ANNE'S COUNTY

DAVID R. NAKA and	:	IN THE CIRCUIT COURT
EDWARD J. LEVIN	:	
SUBSTITUTE TRUSTEES	:	FOR QUEEN ANNE'S COUNTY
Plaintiffs	:	
vs.	:	SITTING IN EQUITY
JOHN A. DALKOWSKI, III	:	
SHERRI DALKOWSKI	:	NO. 7318
Defendants	:	

ORDER

Upon the application and Exhibits of Scholz Homes, Inc., to pay over any surplus proceeds on the indebtedness of the Defendants under a Third Mortgage dated June 11, 1981 to Stolz Homes, Inc., it is this 25th day of May 1983, by the Circuit Court of Queen Anne's County, Sitting in Equity,

ORDERED, that any surplus of the proceeds of sale made by the Plaintiffs, as Substitute Trustees, after payment to The Saving Bank of Baltimore <sup>of</sup> its claim and expenses, <sup>be</sup> paid over to the applicant, Scholz Homes, Inc., or so much thereof will satisfy its claim and to which it is equitably entitled; subject to the usual exceptions to the audit stated by the Court Auditor pursuant to Md. Rule W74 e.

*Clayton C. Carter*  
CLAYTON C. CARTER  
Judge

Distribution:  
Original; Court File

Photocopies:

John W. Sause, Jr., Court Auditor  
Plaintiffs  
Philip D. Hale, Esq.

RECEIVED  
CLERK OF COURT  
1983 MAY 25 PM 2:16  
QUEEN ANNE'S COUNTY

DAVID R. NAKA and	*	IN THE
DAVID O. WHITMAN	*	CIRCUIT COURT
Substitute Trustees	*	FOR
Plaintiffs	*	QUEEN ANNE'S COUNTY
v.	*	Equity Case No. 7318
JOHN A. DALKOWSKI and	*	
SHERRI DALKOWSKI	*	
	*	

REVISED  
STATEMENT OF DEBT DUE UNDER DEED OF TRUST

As of August 11, 1983

Outstanding principal balance	\$ 16,177.47
<u>PLUS</u>	
Interest due on the sum of \$16,177.47 from February 11, 1983 at \$5.39 per diem	
<u>PLUS</u>	
Late charges for November, 1981 through January, 1983 at \$13.07 each	+196.05
	<u>\$ 16,373.52</u>
<u>PLUS</u>	
Prior Foreclosure Expenses	+1,063.39
	<u>\$ 17,436.91</u>
<u>PLUS</u>	
Attorney's Fees	+857.02
	<u>\$ 18,293.93</u>
 TOTAL DEBT CLAIMED	 <u><u>\$ 18,293.93</u></u>

THE SAVINGS BANK OF BALTIMORE

By Ben H. Colvard, III  
Ben H. Colvard, III  
Vice President

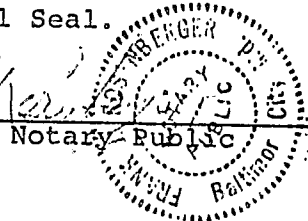
STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 16<sup>th</sup> day of August, 1983, and before me, a Notary Public of the State of Maryland personally appeared Ben H. Colvard, III, Vice President and agent, of the holder of the trust in the above entitled cause and made oath that the foregoing is a true statement of the debt due under the Deed of Trust Note filed in the said cause remaining due and unpaid, as of August 11, 1983, to the said holder of the trust.

AS WITNESS my hand and Notarial Seal.

1983 AUG 25 11 38 AM

My Commission Expires: July 1, 1986



ST. PAUL

IN THE CIRCUIT COURT

LIBER

16 PAGE 712

Bond No. 400 2095

OF QUEEN ANNE'S COUNTY

STATE OF MARYLAND.

David R. Naka and Edward J. Levin, Substituted Trustees

EQUITY # 7318

versus

John A. Dalkowski III and Sherri Dalkowski

BOND OF TRUSTEE TO SELL

DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That we, David R. Naka and Edward J. Levin, Substituted Trustees \_\_\_\_\_ as Principal S,

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 Ninety thousand and 00/100-----

Dollars (\$ 90,000.00----) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 15th day of Sept. 19 83.

WHEREAS, the above bounden David R. Naka and Edward J. Levin, Substituted Trustees \_\_\_\_\_ by virtue of the power contained in a Deed of Trust from John A. Dalkowski III and Sherri Dalkowski to Charles G. Sterner and Arthur V. Osmond, Jr. bearing date of 30th day of July, 1979 and recorded among the Land Records of Queen Anne's County in Liber No. 153 Folio 257 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

Principals

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.

Charles Zeller  
Charles Zeller  
1983 SEP 21 AM 9:36

David R. Naka Sub Trustee (SEAL)  
David R. Naka, Substitute Trustee (SEAL)  
Edward J. Levin, Substitute Trustee (SEAL)

QUEEN ANNE'S COUNTY  
Society approved  
Mad. Wood Field

ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
By Marie A. Rosendale  
Attorney-in-fact


CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

LIBER 3 PAGE 353

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

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 23rd day of September, 1983.

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

DAVID R. NAKA and  
EDWARD J. LEVIN  
Substitute Trustees  
Plaintiff

vs.

JOHN A. DALKOWSKI, III and  
SHERRI DALKOWSKI  
Defendant

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

IN THE  
CIRCUIT COURT  
FOR  
QUEEN ANNE'S COUNTY

Docket \_\_\_\_\_ Folio \_\_\_\_\_  
Case No. 7318  
Filed \_\_\_\_\_

REPORT OF SALE

David R. Naka and Edward J. Levin Substitute Trustee(s),  
having been duly substituted as trustees under and by virtue  
of the authority contained in a certain Deed of Trust from  
John A. Dalkowski, III and Sherri Dalkowski

to Charles G. Sterner

and Arthur V. Osmond, Jr., Trustees

dated July 30, 1979, and recorded among the Land Records  
of Queen Anne's County, Maryland, in Liber 153  
Folio 257, respectfully reports unto Your Honor as follows:

That after default had occurred under the terms of said  
Deed of Trust, and at the request of the party secured thereby,  
and after having given bond with security for the faithful  
performance of their trust as required by law, and after having  
given due notice of the time, place, manner and terms of sale by  
advertisement inserted in The Record-Observer, a news-  
paper published in Queen Anne's County, Maryland, once  
a week for at least three successive weeks before the day of  
sale, as will more fully appear by the printer's certificate to  
be filed herein, the said Substitute Trustee(s), or one of them,  
did attend the sale at the premises on  
September 23, 1983, at the hour of premises, and then  
and there did proceed to offer for sale the following property

1983 OCT -7 11 10 20  
QUEEN ANNE'S COUNTY



covered by said Deed of Trust:

BEING KNOWN AND DESIGNATED as Lot No. 21, Block E and the southernmost one-half or 25 feet of Lot No. 23 Block E, as shown on a Plat entitled, "First Revised Edition of the Section of Kent Island Estates, by J. B. Metcalfe, registered surveyor, dated January, 1951, recorded among the Land Rcds of Queen Anne's County in Liber TSP No. 1, folio 191.

SUBJECT TO the legal operation and effect of Deed of Trust dated June 25, 1979 and recorded among the Land Records of Queen Anne's County, Maryland in Liber M.W.M. No. 152, folio 187, from John A. Dalkowski, III and Sherri Dalkowski to Robert Wheeler and Verna Q. Davis, Trustees.

And your Substitute Trustee(s) sold said property unto The Savings Bank of Baltimore Purchaser(s) at and for the sum of Twenty-two thousand and 00/100---Dollars (\$ 22,000.00) the said Purchaser(s) being, at that price, the highest bidder(s) therefor.

AND, as in duty bound, etc.

1100 Charles Center South  
36 S. Charles Street  
Baltimore, Maryland 21201  
Telephone: 539-2530

David R. Naka Substitute Trustee [SEAL]  
David R. Naka,  
Substitute Trustee

Edward J. Levin [SEAL]  
Edward J. Levin,  
Substitute Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 15th day of October 19 83, before me, the Subscriber, a Notary Public of the State of Maryland, personally appeared David R. Naka and Edward J. Levin Substitute 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.

Charles S. Zeller  
Notary Public

My commission expires: July 1, 1986

DAVID R. NAKA and	*	IN THE
EDWARD J. LEVIN	*	
Substitute Trustees	*	CIRCUIT COURT
	*	
Plaintiffs	*	FOR
v.	*	
	*	QUEEN ANNE'S COUNTY
JOHN A. DALKOWSKI, III and	*	
SHERRI DALKOWSKI	*	Docket:
Defendants	*	Folio:
	*	Case No. 7318
	*	

AFFIDAVIT UNDER MARYLAND RULE W74 a 2 (c)

STATE OF MARYLAND,  
SS  
CITY OF BALTIMORE,

I HEREBY CERTIFY, that on this *6th* day of October, 1983, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared David R. Naka one of the Substitute Trustees in the above entitled case who, by virtue of the Deed of Trust filed in these proceedings, were empowered to sell the mortgaged property in the proceedings in this case, and made oath in due form of law that on September 15, 1983, he caused to be mailed by certified and regular mail a letter dated September 15, 1983, stating the time, place and terms of sale of the mortgaged property to (1) the mortgagors; (2) the present record owners of the mortgaged property (if different from the mortgagors); and (3) any holder of a recorded subordinate mortgage or other recorded subordinate interest in the mortgaged property which had, prior to the date of the first publication of notice of the sale, recorded among the Land Records of each jurisdiction in which the mortgaged property is located a request for notice of sale in accordance with the provisions of Section 7-105 (c) of the Real Property Article of the Annotated Code of Maryland and Rule W-74 a 2 (c) of the Maryland Rules of Procedure; and a copy of the letter is attached hereto.

*David R. Naka*  
 \_\_\_\_\_  
 Notary Public

My Commission Expires: July 1, 1986

103 OCT -7 AM 10:29  
 QUEEN ANNE'S COUNTY

LAW OFFICES OF  
**PIPER & MARBURY**

1100 CHARLES CENTER SOUTH  
36 SOUTH CHARLES STREET  
BALTIMORE, MARYLAND 21201

TELEPHONE 301-539-2530  
CABLE PIPERMAR BAL  
TELEX 908054

888 SIXTEENTH STREET, N.W.  
WASHINGTON, D. C. 20006

TELEPHONE 202-785-8150

September 15, 1983

Mr. and Mrs. John A. Dalkowski, III  
P. O. Box 307  
Stevensville, Maryland 21666

CERTIFIED MAIL NO. 5868445  
RETURN RECEIPT REQUESTED

Mr. and Mrs. John A. Dalkowski, III  
1802 Philadelphia Avenue  
Ocean City, Maryland 21842

CERTIFIED MAIL NO. 5868446  
RETURN RECEIPT REQUESTED

Re: Lot 21 and the southernmost 25  
feet of Lot 23 Baltimore Road,  
Kent Island Estates, Stevensville,  
Queen Anne's County, Maryland 21666

Dear Mr. and Mrs. Dalkowski:

Pursuant to Rule W74 a 2 (c) of the Maryland Rules of Procedure and Section 7-105 of the Real Property Article of the Annotated Code of Maryland, I hereby give you notice that the foreclosure sale of the above-captioned property will take place at public auction to be held at the premises on Friday, September 23, 1983 at 12:00 o'clock p.m. and the property 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 copy of an advertisement appearing in The Record/Observer, a newspaper published in and for Queen Anne's County, Maryland setting forth the particulars.

Mr. and Mrs. John A. Dalkowski, III  
September 15, 1983  
Page Two

I believe that it is in your best interest for any sale of your property to bring the highest possible price. Accordingly, I recommend that your property, including the interior, be open for inspection by prospective bidders on the day of the auction and that it be displayed in the best possible condition.

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

Very truly yours,

Edward J. Levin

EJL/dz  
Enclosure  
cc: Philip D. Hale, Esquire  
Equitable Bank, N.A.  
Mr. Ben H. Colvard, III  
Addressee

P18

RECEIPT FOR CERTIFIED MAIL

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

SEND TO  
M/M John A. Dalkowski  
P.O. Box 307 21666  
Stevensville, Md.

CONSULT POSTMASTER FOR FEES	CERTIFIED MAIL	
	SPECIAL DELIVERY	
	RETURN RECEIPT SERVICE	
	SHOW TO WHOM AND DATE DELIVERED	

TOTAL POSTAGE AND FEES \$

POSTMARK OR DATE  
Darlene Zoeller  
September 15, 1983

PS Form 3800, Apr. 1976

P18 5868446

RECEIPT FOR CERTIFIED MAIL

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

SEND TO  
M/M John A. Dalkowski  
1802 Philadelphia Ave.  
Ocean City, Md. 21842

CONSULT POSTMASTER FOR FEES	CERTIFIED MAIL	
	SPECIAL DELIVERY	
	RETURN RECEIPT SERVICE	
	SHOW TO WHOM AND DATE DELIVERED	

TOTAL POSTAGE AND FEES \$

POSTMARK OR DATE  
Darlene Zoeller  
September 15, 1983

PS Form 3800, Apr. 1976

Legal Advertisement in The Record/Observer  
of September 7, 1983

Piper & Marbury, Solicitors  
1100 Charles Center South  
36 South Charles Street  
Baltimore, Maryland 21201

## Substitute Trustee's Sale

OF VALUABLE, IMPROVED  
FREE SIMPLE PROPERTY

The Improvements thereon being known as Lot 21 and the southernmost 25 feet of Lot 23 Baltimore Road, Kent Island Estates, Stevansville, Queen Anne's County, Maryland.

Under and by virtue of the power of sale contained in a certain Deed of Trust from John A. Dalkowski, III and Sherri Dalkowski to Charles G. Stenor and Arthur V. Osmond, Jr. Trustees, dated the 30th day of July 1979, and recorded in Liber 163 Folio 257 among the Land Records of Queen Anne's County Maryland, the holder of the indebtedness secured by this Deed of Trust having appointed David R. Naka and Edward J. Levin 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 parties secured thereby, the undersigned Substitute Trustees will offer for sale at Public Auction at the premises on

**Fri., Sept. 23, 1983**

at 12:00 o'clock p.m.

All that property described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 21, Block E and the southernmost one-half or 25 feet of Lot No. 23, Block E, as shown on a Plat entitled "First Revised Edition of the Section of Kent Island Estates, by J. B. Metcalfe, registered surveyor, dated January, 1951, recorded among the Land Records of Queen Anne's County in Liber TSP No. 1, folio 191.

For a more complete description refer to the Deed of Trust described above.

The Improvements consist of a one (1) story detached, split-level frame and saw tooth sliding dwelling. Containing eight (8) rooms; Basement Level, family room, one (1) bedroom, powder room, First Level, foyer, living room, dining room, kitchen, three (3) bedrooms, two (2) bathrooms, 60% basement. Electric heat, FWA with heat pump. Central air-conditioning. Two (2) car garage.

The improvements will be sold subject to a prior mortgage, the unpaid balance of which will be announced at the time of sale.

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

The property will be sold "AS IS", with no warranty of the improvements.

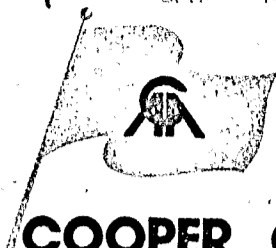
Terms of Sale: A deposit of \$5,000.00 payable in cash or by certified check will be required from purchaser at time and place of sale; balance in cash or by certified check at settlement which must occur within twenty (20) days following final ratification of sale by Circuit Court for Queen Anne's County, Maryland, unless said period is extended by the Substitute Trustees, their successors or assigns, for good cause shown, time being of the essence. Settlement is to be held at a place to be determined by the Substitute Trustees in their sole discretion. Interest to be paid on unpaid purchase price at the rate of twelve percent (12%) per annum from date of sale to date of settlement. Taxes, water rents, and all other public charges and assessments payable on an annual basis, including sanitary and/or Metropolitan District charges, if any, to be adjusted to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes, if any, to be paid by the purchaser.

David R. Naka  
Edward J. Levin  
Substitute Trustees

Auctioneer: Alex Cooper Auctioneers, Inc.  
1/828-4838

RB-9-7-31-01

JOSEPH A. COOPER  
President



AUCTIONEERS  
ORIENTAL RUG IMPORTERS  
REAL ESTATE AND CHATTEL APPRAISERS

**ALEX COOPER auctioneers inc.**  
908 YORK ROAD · TOWSON, MARYLAND 21204 · (301) 828-4838

David R. Naka and  
Edward J. Levin  
Substitute Trustee  
VS.  
John A. Dalkowski, III and  
Sherri Dalkowski

IN THE  
CIRCUIT COURT  
OF  
QUEEN ANNE COUNTY

AUCTIONEER'S AFFIDAVIT

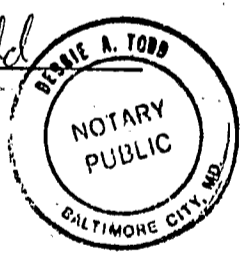
We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding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

ALEX COOPER AUCTIONEERS, INC.

By: *Joseph A. Cooper*

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by Joseph A. Cooper this 23rd Day of September, 19 83.

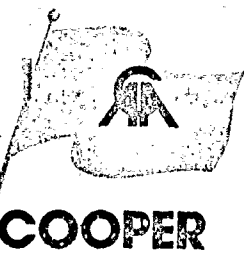
*Bennie A. Todd*  
Notary Public



133 OCT -7 AM 10:30  
JURY COUNTY

BALTIMORE OFFICE: 315 N. CHARLES STREET · BALTIMORE, MARYLAND 21201 · (301) 752-4868

JOSEPH A. COOPER  
President



AUCTIONEERS  
ORIENTAL RUG IMPORTERS  
REAL ESTATE AND CHATTEL APPRAISERS

# ALEX COOPER auctioneers inc.

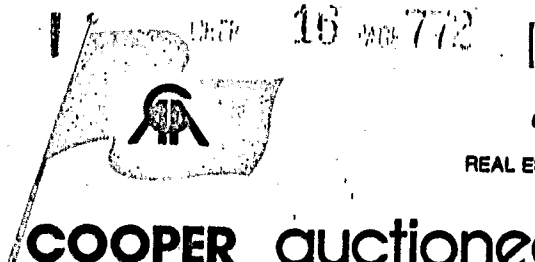
908 YORK ROAD · TOWSON, MARYLAND 21204 · TELEPHONE (301) 828-4838

Name David R. Naka & Edward J. Levin,  
Substituted Trustees  
Address 1100 Charles Center South  
36 S. Charles Street  
City & State Baltimore, Maryland 21201

Sept. 26, 1983  
A-2525

	REFERENCE: Substituted Trustees' Sale			
	Lot 21 - Baltimore Road			
	Kent Island Estates			
	Queen Anne County			
	AUCTIONEER'S FEE:	\$ 100.00		
	ADVERTISING:			
	Sunpapers	387.99		
	TOTAL CHARGES - - -	\$ 487.99		

JOSEPH A. COOPER  
President



AUCTIONEERS  
ORIENTAL RUG IMPORTERS  
REAL ESTATE AND CHATTEL APPRAISERS

# ALEX COOPER auctioneers inc.

908 YORK ROAD · TOWSON, MARYLAND 21204 · (301) 828-4838

STATE OF MARYLAND,

COUNTY/CITY OF Queen Anne

I HEREBY CERTIFY, that on this 23 Day of September,  
1983, before me, the subscriber, a Notary Public of the State  
of Maryland personally appeared

Timothy C. Hastings on behalf of The Savings Bank of Baltimore

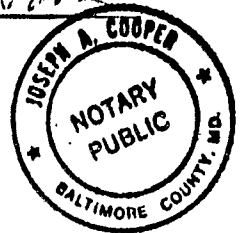
purchaser/s at the Equity sale in this cause, and made oath in  
due form of law that he/they - is/are the purchaser/s and  
purchased same as principal and not as an agent for anyone, or  
he/they purchased same as agent and his/their principal is

\_\_\_\_\_ , and that he/they— has/have not  
directly or indirectly discouraged anyone from bidding for the  
said LOT 21 - Baltimore Road mentioned in the said  
Report of Sale.

The Savings Bank of Baltimore  
Purchaser

agent Timothy C. Hastings  
Purchaser

(SEAL) Joseph A. Cooper  
Notary Public



BALTIMORE OFFICE: 315 N. CHARLES STREET · BALTIMORE, MARYLAND 21201 · (301) 752-4868



ORDER NISI ON SALE

DAVID R. NAKA and  
EDWARD J. LEVIN, Substitute Trustees

vs.

JOHN A. DALKOWSKI, III and  
SHERRI DALKOWSKI

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

Cause No. 7318

ORDERED, this 7th day of October, 1983, that the sale of the real property, made and reported in this cause by David R. Naka and Edward J. Levin, Substitute Trustees, be ratified and confirmed, on or after the 7th day of November, 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 31st day of October, 1983.

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

*Marguerite St. Mankin* Clerk

Filed October 7, 1983

REC'D 21 11:03  
QUEEN ANNE'S COUNTY

Centreville, Md. 9/21 19 83

### We Hereby Certify

That the annexed advertisement of  
Foreclosure - Dalkowski

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 Sept. 19 83

And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER was on the 7th day of  
Sept. 19 83, and the last  
insertion on the 21st day of  
Sept. 19 83

Publishers, Record Observer

Per [Signature]

Piper & Marbury, Solicitors  
1100 Charles Center South  
36 South Charles Street  
Baltimore, Maryland 21201

## Substitute Trustee's Sale

OF VALUABLE, IMPROVED  
FEE SIMPLE PROPERTY

The improvements thereon being known as Lot 21 and the southernmost 25 feet of Lot 23 Baltimore Road, Kent Island Estates, Stevensville, Queen Anne's County, Maryland.

Under and by virtue of the power of sale contained in a certain Deed of Trust from John A. Dalkowski, III and Sherri Dalkowski to Charles G. Sterner and Arthur V. Osmond, Jr. Trustees, dated the 30th day of July 1979, and recorded in Liber 153 Folio 257 among the Land Records of Queen Anne's County Maryland, the holder of the indebtedness secured by this Deed of Trust having appointed David R. Nake and Edward J. Levin 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 parties secured thereby, the undersigned Substitute Trustees will offer for sale at Public Auction of the premises on

**Fri., Sept. 23, 1983**

at 12:00 o'clock p.m.

All that property described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 21, Block E and the southernmost one-half or 25 feet of Lot No. 23, Block E, as shown on a Plat entitled "First Revised Edition of the Section of Kent Island Estates, by J. B. Metcalfe, registered surveyor, dated January, 1951, recorded among the Land Records of Queen Anne's County in Liber TSP No. 1, folio 191.

For a more complete description refer to the Deed of Trust described above.

The improvements consist of a one (1) story detached, split-level frame end sew tooth siding dwelling. Containing eight (8) rooms; Basement Level, family room, one (1) bedroom, powder room, First Level, foyer, living room, dining room, kitchen, three (3) bedrooms, two (2) bathrooms. 50% basement. Electric heat, FWA with heat pump. Central air-conditioning. Two (2) car garage.

The improvements will be sold subject to a prior mortgage, the unpaid balance of which will be announced at the time of sale.

The property will be sold subject to conditions, restrictions, and agreements effecting same, if any.

The property will be sold "AS IS", with no warranty of the improvements.

Terms of Sale: A deposit of \$5,000.00 payable in cash or by certified check will be required from purchaser at time and place of sale; balance in cash or certified check at settlement which must occur within twenty (20) days following final ratification of sale by Circuit Court for Queen Anne's County, Maryland, unless said period is extended by the Substitute Trustees, their successors or assigns, for good cause shown, time being of the essence. Settlement is to be held at a place to be determined by the Substitute Trustees in their sole discretion. Interest to be paid on unpaid purchase price at the rate of twelve percent (12%) per annum from date of sale to date of settlement. Taxes, water rents, and all other public charges and assessments payable on an annual basis, including sanitary and/or Metropolitan District charges, if any, to be adjusted to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes, if any, to be paid by the purchaser.

David R. Nake  
Edward J. Levin  
Substitute Trustees

Auctioneer: Alex Cooper Auctioneers, Inc.  
1/828-4838

RB-9-7-31-01

DAVID R. NAKA and  
EDWARD J. LEVIN  
Substitute Trustees

Plaintiff(s)

vs.

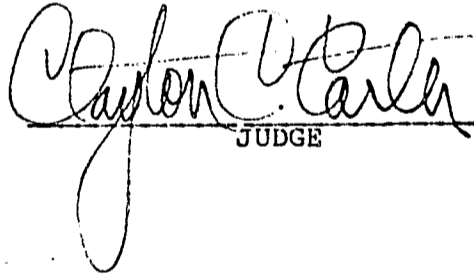
JOHN A. DALKOWSKI, III and  
SHIRRI DALKOWSKI  
Defendant(s)

\* IN THE  
\* CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* Docket \_\_\_\_\_ Folio \_\_\_\_\_  
\* Case No. 7318  
\* Filed \_\_\_\_\_  
\*

\* \* \* \* \*

FINAL ORDER OF RATIFICATION

ORDERED, by the Circuit Court for Queen Anne's  
County, Maryland, in Equity, this 30<sup>th</sup> day of November,  
1983, that the sale of the property mentioned in these proceedings  
as shown therein, be and the same is hereby finally ratified and  
confirmed, no cause to the contrary having been shown, although  
due notice thereof appears to have been given as required by the  
terms of the order nisi passed and published in this cause.

  
JUDGE

RECEIVED  
131420 11 30 83  
CLAYTON C. CARLS  
JUDGE

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

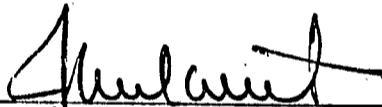
DAVID R. NAKA and :  
 EDWARD J. LEVIN :  
 Substitute Trustees :  
 v. : Chancery #7318  
 JOHN A. DALKOWSKI, III. :  
 SHERRI DALKOWSKI :  
 Defendant(s) :  
 : : : : : :

NOTICE OF AUDITOR'S HEARING

An Auditor's Hearing will be held in accordance with Maryland Rule 595 at 10:30 a.m. on February 29, 1984, at 204 North Commerce Street, Centreville, Maryland, for the purposes stated in Rule 595 d.

Attorneys who have appeared on behalf of parties or claimants are expected to notify their clients. Any person desiring to compel the production of books, papers or other documents applicable to the proceeding should obtain an order for that purpose promptly, in accordance with section e of the Rule.

If any party or claimant wishes to have a court reporter present to record the proceedings in accordance with the Rule, please notify the undersigned at least 5 days before the hearing. Otherwise, the presence of a stenographer will be considered to have been waived.



John W. Sause, Jr.  
Auditor  
Post Office Drawer 70  
Centreville, Maryland 21617

758-0970

Date: February 3, 1984

copies to: John A. Dalkowski, III  
 Sherri Dalkowski  
 Philip D. Hale, Esquire  
 Edward J. Levin, Esquire  
 David R. Naka, Esquire

The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21617

CLAYTON C. CARTER, ASSOCIATE JUDGE

Mrs. Sherri Balkowski  
Post Office Box 307  
Stevensville, Maryland 21666

*Noted*  
*1/10/77*

213L

The Second Judicial Circuit of Maryland

CENTREVILLE, MARYLAND 21617

CLAYTON C. CARTER, ASSOCIATE JUDGE



*Not filed*

Mr. John A. Dalkowski, III  
Post Office Box 307  
Stevensville, Maryland 21666

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

DAVID R. NAKA and  
EDWARD J. LEVIN  
Substitute Trustees

v.

JOHN A. DALKOWSKI, III  
SHERRI DALKOWSKI

Chancery #7318

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		\$ 22,000.00	
Interest on \$ 17,000.00 @ 12%			
from 09/23/83 to 12/16/83			
84 days @ \$05.666 per day		475.94	
Real property taxes \$ 748.75			
Collected at Settlement		<u>576.12</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 23,052.06
COMMISSIONS, as claimed by Fiduciary	\$ 1,250.00		
ATTORNEY FEE, per Deed of Trust	100.00		
EXPENSES OF SALE			
Court costs	\$ 299.50		
Advertising			
Notice(s) of sale			
Sale scheduled 3/28/83			
Record-Observer	\$ 221.76		
Sunpapers	400.32		
Sale scheduled 9/23/83			
Record-Observer	241.50		
Sunpapers	<u>387.99</u>	1,251.57	
Report of sale		63.00	
Bond premiums			
Sale scheduled 3/28/83	\$ 30.00		
Sale scheduled 9/23/83	<u>55.00</u>	85.00	
Auctioneer's fee (maximum)			
Sale scheduled 3/28/83	\$ 25.00		
Sale scheduled 9/23/83	<u>55.00</u>	80.00	
Real property taxes paid		748.75	
Certified mail		<u>6.60</u>	2,534.42
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 300.00		
Postage & copies	<u>2.34</u>	<u>302.34</u>	<u>4,186.76-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 18,865.30
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal, per Statement of Debt	\$ 16,177.47-		
Late charges, per Statement	196.05-		
Interest on principal @ 12%			
02/11/83 to 11/22/83			
284 days @ \$5.39		<u>1,530.76-</u>	\$ 17,904.28-
AVAILABLE FOR DISTRIBUTION, as above			<u>18,865.30</u>
SURPLUS to be distributed to Schlotz Homes, Inc.			\$ 961.02
per claim filed under Third Mortgage			

SPECIAL REPORT OF AUDITOR

This is a sale of property in Kent Island Estates under a Deed of Trust of which The Savings Bank of Baltimore is beneficiary. The Court has authorized payment of any surplus to Schlotz Homes, Inc. under Third and Fifth Mortgages held by it. A scheduled March 28, 1983, sale was apparently not held as the result of the automatic stay provided under the bankruptcy law. Sale was ultimately held on September 23, 1983. A scheduled Auditor's hearing was not held, since no one appeared and the Trustees furnished required supplemental information.

In accordance with prior practice, expenses of advertising and the minimum auctioneer fees were allowed with respect to the aborted sale. Arundel Asphalt v. Morrison, 256, Md. 170, 175; Griffith v. Dale, 109 Md. 697, 700; Real Est. Trust Co. v. Union Trust Co., 102 Md. 41, 45.

In the Suggested Account required by Second Circuit Rule 12, the Trustees seek \$410.00 as commissions. Because of the other matters here stated, the full amount computed under Second Circuit Rule BR8 has been allowed. Attorney fees are fixed in the Deed of Trust at \$100.00 and may not be increased. Griffith v. Dale, *supra*, at 700; Second Circuit Rule BR8 c. Charges for a federal lien check (\$208.00) and for fees incident to securing authorization for sale from the Bankruptcy Court (\$857.02) are therefore not allowable. Similarly, charges for xerox, postage and telephone (\$87.50) are comprehended within the stated attorney fees and/or commissions. Costs of recording substitution of trustees (\$16.50) do not appear to be comprehended at all within the terms of the Deed of Trust. A separate claim for costs paid upon the filing of this proceeding (\$70.00) is not allowed, as it is included within the total court costs as shown elsewhere in the Suggested Account.

The Trustees submitted auctioneer bills of \$100.00 as a "withdrawal" fee for the sale which was not held on March 28, 1983, and of \$200.00 for the sale on September 23, 1983. Second Circuit Rule BR8 f establishes maximum auctioneer fees at .25% of the sale price, with a minimum of \$25.00 and a maximum of \$200.00. No request was made under the Rule to increase these fees. The minimum has been allowed for the uncompleted March sale; and fees for the second sale have been computed in accordance with the Rule.

The Trustees also claim reimbursement for "securing" (\$217.00) and insuring (\$206.74) the property. While the Deed of Trust does provide that the Grantors are "neither [to] commit nor [to] permit waste", there is no companion provision which indicates the consequences of failure to do so. Significantly there is no requirement that the property be insured; and there is no inherent duty to do so. Booth v. Baltimore Steam Packet Co., 63 Md. 39, 52. In the absence of further information, these amounts have not been allowed. Cf. Weiprecht v. Gill, 191 Md. 478, 486; Felgner's Admrs. v. Slingluff, 109 Md. 474, 492.

In Weismiller v. Bush, 56 Md.App. 593, the Court of Special Appeals suggests that, where the creditor is purchaser at a foreclosure sale, he may elect one of two methods of computing his obligations and those of the debtor. See also the Special Report filed in Chancery #7107, which is incorporated by reference in this Audit. The Trustees reported that the deposit was actually collected from the debtor at the time of sale; and the Settlement Sheet submitted with the Suggested Account indicates that interest was charged to the creditor as if it were a third-party purchaser. The Account is, therefore, stated on the basis of that clear election to view the mortgage as "subsisting". 56 Md.App. at 600.



NOTICE

The attached Account was filed on May 14, 1984. 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 #7318. 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.

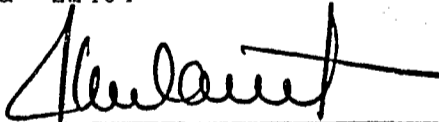
I further certify that on May 14, 1984, copies of the Auditor's Account, Special Report and Notice conforming to the requirements of Maryland Rule 595 g and Second Circuit Rule 12 d were mailed to the following:

Edward J. Levin, Esquire  
David R. Naka, Esquire  
1100 Charles Center South  
36 South Charles Street  
Baltimore, Maryland 21201

John A. Dalkowski  
Post Office Box 307  
Stevensville, Maryland 21666


Sherri Dalkowski  
Post Office Box 307  
Stevensville, Maryland 21666

Philip D. Hale  
Post Office Box 947  
Annapolis, Maryland 21404

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

NISI RATIFICATION OF AUDIT

ORDERED this 14th day of May, 1984, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 31st day of May, 1984, 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.

  
\_\_\_\_\_  
Margaret A. Rankin Clerk

Filed: May 14, 1984

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

DAVID R. NAKA and :  
 EDWARD J. LEVIN :  
 Substitute Trustees :

v. : Chancery #7318

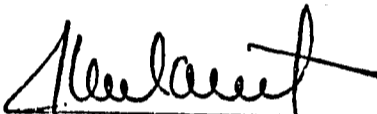
JOHN A. DALKOWSKI, III :  
 SHERRI DALKOWSKI :

: : : : :

REQUEST FOR ADDITIONAL COMPENSATION

The above-entitled cause having been referred to the Auditor in accordance with Maryland Rule W74, 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:

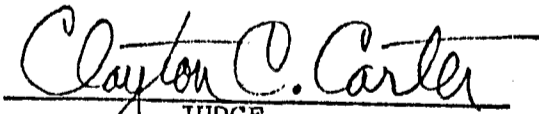
1. To correspond with the fiduciaries to obtain required information not furnished by them.
2. To provide a Report as to action taken with respect to specific items claimed by the Trustees.
3. To verify and provide notification of the Account to a claimant to surplus proceeds in addition to the notification ordinarily required by Maryland Rule 595 g and Second Circuit Rule 12.

  
 \_\_\_\_\_  
 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 14<sup>th</sup> day of May, 1984, 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.

  
 \_\_\_\_\_  
 JUDGE

DAVID R. NAKA, Sub. Trs. et al.

vs.

JOHN A. DALKOWSKI, III, et al.

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7318

FINAL RATIFICATION OF AUDIT

ORDERED this 1st day of June, 1984,  
by the Court that the account of the Auditor is finally ratified and  
confirmed, and David R. Naka & Edward J. Levin, Sub. Trustees  
<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 H. Markin Clerk

Filed June 1, 1984

ROBERT F. VAVRINA and  
JAMES D. LAUDEMAN, JR.,  
SUBSTITUTE TRUSTEES

VS.

ROBERT L. RAUGHT and  
GENEVIEVE E. RAUGHT, his wife

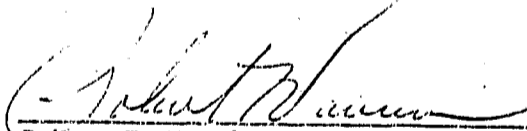
\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY 7509  
\*

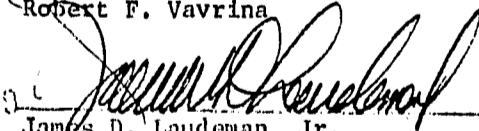
Mr. Clerk:

DEC 22-83 \* 28933 \*\*\*\*\*70 00  
DEC 22-83 A 28933 \*\*\*\*\*10 00  
DEC 22-83 A 28932 \*\*\*\*\*60 00

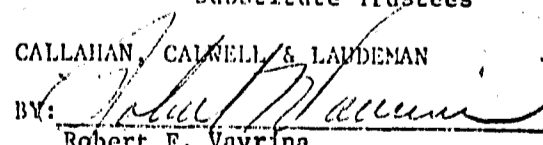
Please docket the above entitled foreclosure case and file among the papers the following instruments marked Plaintiffs' Exhibit 'A', 'B' and 'C', respectively,

1. Original Deed of Trust between Robert L. Raught and Genevieve E. Raught, his wife, and Edwin M. Hurd and David C. McElroy Trustee(s), dated October 31, 1978 and recorded among the Land Records of Queen Anne's County in Liber MWM 145 folio 3; the Trustees of record having been removed and the Plaintiffs appointed Substitute Trustees by instrument dated December 2, 1983 and duly recorded among the aforesaid Land Records.
2. Original Deed of Trust Note secured by above Deed of Trust, dated October 31, 1978 in the amount of Forty Six Thousand Seven Hundred and 00/100ths Dollars (\$46,700.00), held by Baltimore Federal Savings and Loan Association.
3. Copy of Removal of Trustee(s) and Appointment of Substitute Trustees, dated December 2, 1983, whereby the Plaintiffs herein were appointed Substitute Trustees; to be replaced with the original document upon release from the Land Records Office of this Court following completion of recording processes.
4. Copy of Consent Order Lifting Automatic Stay issued September 14, 1983, by the United States Bankruptcy Court for the District of Maryland, In Re: Bankruptcy Case # 83B-0409 of Robert L. Raught, Debtor. Adversary #83-0611B.

  
\_\_\_\_\_  
Robert F. Vavrina

  
\_\_\_\_\_  
James D. Laudeman, Jr.

DEC 22 1983  
QUEEN ANNE'S COUNTY

Substitute Trustees  
CALLAHAN, CALWELL & LAUDEMAN  
BY:   
Robert F. Vavrina, Partner

Attorneys for Plaintiff  
210 E. Redwood Street  
Baltimore, Maryland 21202  
(301) 539-6841

DOCUMENT NO. 96,293

# DEED OF TRUST

1669

THIS PURCHASE MONEY DEED OF TRUST is made this 31st day of October 19 78, among the Grantor Robert L. Raught and Genevieve E. Raught, his wife,

(herein "Borrower"),

Edwin M. Hurd and David C. McElroy (herein "Trustee"), and the Beneficiary,  
BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION  
a corporation organized and existing under the laws of the United States of America, whose address  
is 19 E. PAYETTE STREET, BALTIMORE, MD 21202 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the 4th Election District County of Queen Anne's, State of Maryland:

BEING KNOWN AND DESIGNATED as Lot No. 24, Block G, as shown on a Plat entitled Romanceke on the Bay, Second Section, which Plat is recorded among the Land Records of Queen Anne's County in Book TSP No. 41, page 386.

Being the same property described in a Deed dated of even date and recorded among the Land Records of the aforesaid County prior hereto from Willieliff Development Inc.

Said property being in fee simple

RECORDED  
CLERK, CHIEF CLERK  
1978 DEC 22 AM 10:39  
QUEEN ANNE'S COUNTY

RECORDED  
CLERK, CHIEF CLERK  
1978 NOV -2 PM 2:51  
QUEEN ANNE'S COUNTY

DEC 22-78 \* 23567 \*\*\*\*\*17.00  
DEC 22-78 A #23567 \*\*\*\*\*17.00

NOV -2-78 \* 21770 \*\*\*\*\*17.00  
NOV -2-78 A #21770 \*\*\*\*\*17.00

*returns*

which has the address of Lot 24, Pennick Drive, Stevensville, Maryland, 21666

(herein "Property Address");

The aforesaid property having been purchased in whole or in part with the sums secured hereby.

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

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated of even date herewith (herein "Note"), in the principal sum of \$46,700.00

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 November 1, 1978; 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 specially the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MARYLAND—1 to 4 Family—7/76—FNMA/FHLMC UNIFORM INSTRUMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Robert L. Raught (Seal) Genovieve E. Raught (Seal)
Robert L. Raught -Borrower Genovieve E. Raught -Borrower

STATE OF MARYLAND, County of Anne Arundel County ss:

I Hereby Certify, That on this 31st day of October 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Robert L. Raught, and Genovieve E. Raught, his wife,

known to me or satisfactorily proven to be the person(s) whose name(s) subscribed to the within instrument and acknowledge that he executed the same for the purposes therein contained.

As WITNESS: my hand and notarial seal.

My Commission expires: 7/1/82

Dawn K. Mezzadri Notary Public DAWN K. MEZZADRI CITY, MD.

STATE OF Maryland, County of Anne Arundel County ss:

I Hereby Certify, That on this 31st day of October 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared James D. Loudon, Jr.,

the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the amount of the loan secured by the foregoing Deed of Trust was disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

As WITNESS: my hand and notarial seal.

My Commission expires: 7/1/82

Dawn K. Mezzadri Notary Public DAWN K. MEZZADRI

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.

James M. Stand Attorney



NOTE

1-10000-55989

US \$ 46,700.00

Baltimore, Maryland  
City

October 31, 1978

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION \$46,700.00 or order, the principal sum of Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of 10.000 percent per annum. Principal and interest shall be payable at 19 E. FAYETTE STREET, BALTIMORE, MD 21202 or such other place as the Note holder may designate, in consecutive monthly installments of Four Hundred Nine and 84/100 Dollars (US \$ 409.84 ), on the first day of each month beginning December 1, 1978 Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on November 1, 2008

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

Borrower shall pay to the Note holder a late charge of five (5%) percent of any monthly installment not received by the Note holder within fifteen (15) days after the installment is due.

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

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

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

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

Test:

*Dawn K. Mezzadri*

Lot 24, Pennick Drive, Stevensville,

DAWN K. MEZZADRI

Maryland, 21666

Property Address

*Robert L. Raught* (Seal)  
Robert L. Raught

*Genevieve E. Raught* (Seal)  
Genevieve E. Raught

.....(Seal)

.....(Seal)

(Execute Original Only)

REMOVAL OF TRUSTEES AND APPOINTMENT OF SUBSTITUTE TRUSTEES

THIS DEED OF APPOINTMENT, made this 2nd day of December, 1983, by and between BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, party of the first part, and ROBERT F. VAVRINA and JAMES D. LAUDEMAN, JR., SUBSTITUTE TRUSTEES, parties of the second part.

WHEREAS, Robert L. Raught and Genevieve E. Raught, his wife, delivered a Purchase Money Deed of Trust to Edwin M. Hurd and David C. McElroy as TRUSTEES, dated October 31, 1978, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber MWM 145 Folio 3, to secure the prompt payment of a certain Deed of Trust Note dated of even date, the owner of the indebtedness being the party of the first part herein; and

WHEREAS, said Deed of Trust provides that the holder of the Note is entitled to remove, substitute and add Trustees by an instrument recorded among the Land Records where the property lies.

NOW, THEREFORE, pursuant to the authority contained in said Deed of Trust, this instrument witnesseth that the holder of the indebtedness, the within named party of the first part, hereby removes the TRUSTEES of record as TRUSTEES, and substitutes and appoints the parties of the second part, the said

ROBERT F. VAVRINA and JAMES D. LAUDEMAN, JR., as SUBSTITUTE TRUSTEES, with the same rights, powers, discretions and obligations to act as Substitute Trustees in any manner permitted by said Deed of Trust.

WITNESS the due execution hereof.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Alma Clark of BY: Loretta M. Dembinsky (SEAL)  
Alma Clark, Asst. Secretary Loretta M. Dembinsky, Vice President

STATE OF MARYLAND, CITY ~~XXXXXXXX~~ OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of December, 1983, before me, the subscriber, a Notary Public of said State, personally appeared Loretta M. Dembinsky, Vice President

of Baltimore Federal Savings and Loan Association, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he / she executed the same for the purposes therein contained, as the duly authorized officer of said corporation, by signing the name of the corporation by himself / herself as such officer, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My commission expires: 7/1/86

COPY

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND

IN RE:	*	
Robert L. Raught	*	Bankruptcy Case No. 83-B-0409
Debtor	*	
* * *	*	* * *
Baltimore Federal Savings and Loan Association	*	
Plaintiff	*	
vs.	*	Adversary Case No. 83-0611B
Robert L. Raught	*	
Defendant-Debtor	*	
* * *	*	* * *

CONSENT ORDER

LIFTING AUTOMATIC STAY

The Plaintiff's Complaint for Relief from Automatic Stay and Request for Adequate Protection having come before this Court for consideration, and it appearing that there is no equity in the subject property, and the Debtor having entered, by the signature hereunder of his attorney; the junior Mortgagee having entered, by the signature hereunder of his attorney; and the Trustee having entered, by his signature hereunder, their consents to the relief sought in that Complaint, and to the relief hereafter specified in this Order, it is, this 14<sup>TH</sup> day of ~~June~~ <sup>September</sup>, 1983, by the United States Bankruptcy Court for the District of Maryland,

ORDERED, that the automatic stay of Section 362 of the Bankruptcy Code be, and hereby is, lifted to allow the Plaintiff to proceed with a sale of the real

10<sup>3</sup> APR 751

property which is subject to Plaintiff's lien, and which is the subject matter of the Complaint herein, namely, 143 Pennick Drive, Stevensville, Maryland, said sale to be conducted pursuant to the Maryland Rules of Procedure in the Circuit Court for Queen Anne's County, and a copy of the Auditor's Report and Report of Sale filed in said proceedings to be filed with this Court after final ratification of the said Auditor's Report; and it is further

ORDERED, that the automatic stay of Section 362 of the Bankruptcy Code shall not be re-imposed with respect to the subject property by the conversion of this case to one under another Chapter, or by the dismissal of this case and refiling by the Debtor under this or another Chapter; and it is further

ORDERED, that all creditors and the Chapter 7 Trustee be advised of the termination of the automatic stay of 11 U.S.C. Section 362.

James F. Schneider  
Judge  
United States Bankruptcy Court  
for the District of Maryland

CONSENTED TO:

DATE: 8/11/83

John P. White  
John P. White,  
Attorney for Debtor

DATE: 8-12-83

W. Porter Ellington  
W. Porter Ellington,  
Attorney for Junior Mortgagee

DATE: 8/15/83

Richard M. Kremen  
Richard M. Kremen, Trustee

DATE: 8/9/83

James G. Davis  
James G. Davis, Attorney for Plaintiff

cc: Richard M. Kremen, Esq.  
James G. Davis, Esq.  
John P. White, Esq.  
W. Porter Ellington, Esq.

055-44-747

ROBERT F. VAVRINA and  
JAMES D. LAUDEMAN, JR.,  
SUBSTITUTE TRUSTEES

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

VS.

ROBERT L. RAUGHT and  
GENEVIEVE E. RAUGHT, his wife


NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, personally appeared James A. Kane, Assistant Vice President, of Baltimore Federal Savings and Loan Association, and made oath in due form of law, that to the best of his/her information, knowledge and belief -

- (1) Said Defendant(s) is/are not in the Military Service of the United States of America,
- (2) Said Defendant(s) is/are not in the Military Service of any Nation allied with the United States of America,
- (3) Said Defendant(s) has/have not been ordered to report for induction under the Selective Training and Service Act,
- (4) Said Defendant(s) is/are not a member(s) of the Enlisted Reserve Corps who has/have been ordered to report for Military Service.

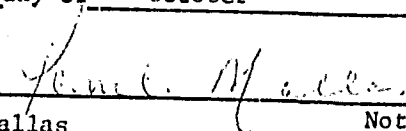
BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY:   
James A. Kane, Assistant Vice President

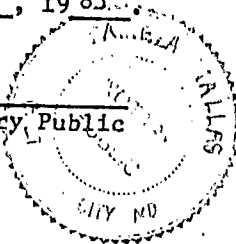
Affiant

Subscribed and sworn to before me this

20th day of October, 19 83

  
Pamela Mallas

Notary Public



ROBERT F. VAVRINA and  
JAMES D. LAUDEMAN, JR.,  
SUBSTITUTE TRUSTEES

VS.

ROBERT L. RAUGHT and  
GENEVIEVE E. RAUGHT, his wife

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

STATEMENT OF DEED OF TRUST DEBT

Statement of claim of Baltimore Federal Savings and Loan Association,  
holder of the Note secured by Deed of Trust from Robert L. Raught and  
Genevieve E. Raught, his wife, to Edwin M. Hurd and David C. McElroy,  
, Trustee(s), dated October 31, 1978  
and recorded among the Land Records of Queen Anne's County,  
in Liber MWM 145 Folio 3.

Amount of indebtedness	\$ 46,700.00
Less - amount paid on principal	<u>1,215.57</u>
	45,484.43
Plus - interest from 10-1-82 thru 10-20-83	<u>4,801.08</u>
	50,285.51
Plus - overdraft in escrow account	<u>492.94</u>
	50,778.45

Interest per diem \$ 12.63

STATE OF MARYLAND , CITY ~~XXXXXX~~ OF BALTIMORE  
TO WIT:

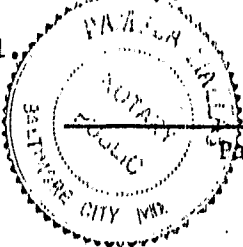
I HEREBY CERTIFY, that on this 20th day of October,  
1983, before me, the subscriber, a Notary Public of the State aforesaid,  
personally appeared James A. Kane, Assistant Vice President,

of Baltimore Federal Savings and Loan Association,

holder of the Note in the above entitled cause, and made oath that the foregoing  
is a just and true statement of the amount of the claim under the Deed of Trust  
filed in the said cause remaining due and unpaid.

WITNESS my hand and Notarial Seal.

My commission expires: 7/1/86



*Pamela Mallas*  
Pamela Mallas Notary Public

MORTGAGEES OR TRUSTEES FUND

VAVRINA vs. Raught  
Equity #7509  
143 Pennick Drive

KNOW ALL MEN BY THESE PRESENTS, THAT we, Robert E. Vavrina and James D. Laudeman, Jr., 210 E. Redwood Street, 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 Fifty Five Thousand and 00/100ths

(\$55,000.00 ) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 27th day of December, in the year of our Lord 1983.

WHEREAS, the above bounden Robert E. Vavrina and James D. Laudeman, Jr., Substitute Trustees, by virtue of the power contained in a mortgage deed of trust from Robert L. Raught, et ux, to Edwin M. Hurd, et al, Trustees, bearing date the 31st day of October, 1978 and recorded among the Land Records of Queen Anne's County, in Liber No. MWM 145, Folio 3 and by Appointment of Substitute Trustees dated December 2, 1983 and recorded among the aforesaid Land Records prior hereto, wherein said Substitute Trustees replaced the Trustees of record,

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Robert E. Vavrina and James D. Laudeman, Jr.

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

IN TESTIMONY WHEREOF, the above bounden Robert E. Vavrina and James D. Laudeman, Jr.

have hereto set their hands and seals and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney-in-fact, the day and year first herein above written.

Signed, sealed and delivered  
In the presence of

Janice MacDonald, Witness as to both Principals

Robert E. Vavrina (SEAL)  
James D. Laudeman, Jr. (SEAL)  
FIREMAN'S FUND INSURANCE COMPANY

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

As to Surety

Dulores T. Jacques

Rose B. Faulhaber  
Attorney-in-fact  
Rose B. Faulhaber

Good with surety approval  
Jill January 9, 1984

LRFP 10 JAN 75

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 376, 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 January, 1984.



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



ROBERT F. VAVRINA and  
JAMES D. LAUDEMAN, JR.,  
SUBSTITUTE TRUSTEES

VS.

ROBERT L. RAUGHT and  
GENEVIEVE E. RAUGHT, his wife

\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* #7509

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Robert F. Vavrina and James D. Laudeman, Jr.,  
Substitute Trustees, in Deed of Trust dated October 31, 1978  
and recorded among the Land Records of Queen Anne's County,  
in Liber MWM 145, folio 3, from the Defendant(s)  
herein to Edwin M. Hurd and David C. McElroy,  
Trustee(s), the Trustee(s) of record having been removed and the Plaintiffs  
herein substituted in place thereof by instrument dated December 2, 1983,  
and duly recorded among the aforesaid Land Records, said Deed of Trust and  
Deed of Appointment having been filed in said cause pending, respectfully  
shows -

That after giving Bond, with security for the faithful discharge of their  
trust, which was duly filed and approved, and having given notice of the time,  
place, manner and terms of sale, by advertisements inserted in  
the Record-Observer, a  
newspaper published in Queen Anne's County, for  
three successive weeks preceeding the day of sale, Robert F. Vavrina,  
one of said Substitute Trustees, under and by virtue of the power and authority  
contained in said Deed of Trust, (after default having occurred thereunder) did,  
pursuant to said notice, on January 13, 1984,  
at 2:00 o'clock P.M., attend ~~xxxxxxx~~  
~~XXXXXXXXXXXXXXXXXXXX~~ on the premises and then and there sold the fee simple  
~~XXXXXXXXXX~~ property situate, lying and being in Queen Anne's County,  
Maryland, known as 143 Pennick Drive;

-2-

more particularly and at length described in the aforementioned Deed of Trust, and in the attached copy of advertisement of sale.

The property was sold to Baltimore Federal Savings and Loan Association,

in fee simple ~~XX~~

at and for the sum of Forty Five Thousand and 00/100ths

Dollars (\$ 45,000.00 ), said purchaser(s) being then and there the highest bidder.

*Robert F. Vavrina*  
\_\_\_\_\_  
Robert F. Vavrina

*James D. Laudeman, Jr.*  
\_\_\_\_\_  
James D. Laudeman, Jr.

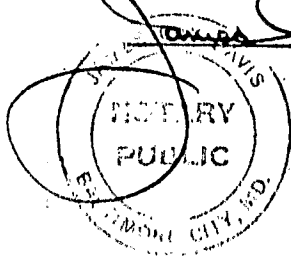
Substitute Trustees

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 16th day of January 1984, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Robert F. Vavrina and James D. Laudeman, Jr., Substitute Trustees, and made oath in due form of law that the facts stated in the 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.

*James G. Davis*  
\_\_\_\_\_  
Notary Public  
JAMES GAY DAVIS



CALLAHAN, CALWELL & LAUDEMAN

Solicitors  
210 E. Redwood Street  
Baltimore, Md. 21202  
301-539-6841

## Substitute Trustee's Sale

OF  
VALUABLE, FEE SIMPLE, DWELLING PROPERTY  
143 Pennick Drive,  
Romancoke on the Bay Subdivision  
Kent Island,  
Queen Anne's County, Md.

Under and by virtue of the power and authority contained in a Deed of Trust from Robert L. Raught and Genevieve E. Raught, his wife, to Edwin M. Hurd and David C. McElroy, Trustees, dated October 31, 1978, and recorded among the Land Records of Queen Anne's County in Liber MWM 145, Folio 3, default having occurred thereunder, and at the request of the party secured thereby, the undersigned, Substitute Trustees, will sell at public auction on the premises, on

**Friday, Jan. 13, 1984**

At 2:00 O'Clock P.M.

all that fee simple property and the improvements thereon, situate in Queen Anne's County, and described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 24, Block G, as shown on a Plat entitled Romancoke on the Bay, Second Section, which Plat is recorded among the Land Records of Queen Anne's County in Book TSP No. 41, page 386.

Together with the buildings thereon, and all the rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

Subject to covenants, conditions, restrictions, easements, etc., and utility agreements of record, if any, affecting the property.

The property is improved by detached, frame, split-level dwelling.

TERMS OF SALE: A cash, certified or cashier's check deposit of \$5000.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Queen Anne's County and to bear interest at the rate of ten per cent per annum from date of sale to date of settlement. The purchaser will be required to complete settlement of the purchase within five days of the ratification of the sale by the Court otherwise the property will be resold at the risk and expense of the purchaser. Taxes, public charges and assessments, and water rent to be adjusted to date of sale. All such taxes, public charges and assessments, payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes, if any, shall be borne by the purchaser.

ROBERT F. VAVRINA  
JAMES D. LAUDEMAN, JR.  
SUBSTITUTE TRUSTEES  
JOSEPH A. JACKSON, AUCTIONEER

RB.12 28'31 026

SEARCHED  
SERIALIZED  
INDEXED  
FILED

16 JAN 800

ROBERT F. VAVRINA and  
JAMES D. LAUDEMAN, JR.,  
SUBSTITUTE TRUSTEES

VS.

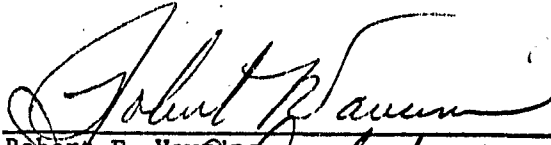
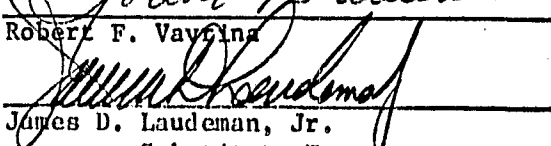
ROBERT L. RAUGHT and  
GENEVIEVE E. RAUGHT, his wife

\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* #7509


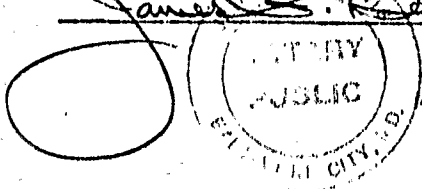
AFFIDAVIT OF NOTICE

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, personally appeared Robert F. Vavrina and James D. Laudeman, Jr., Substitute Trustees, authorized to make sale of property herein, and made oath in due form of law that they have given notice by certified mail, to the defendant(s), to the present record owner(s), and to those holders of subordinate mortgages or security interests entitled to notice, at their lastknown address, of the time, place and terms of sale of the property reported herein, in compliance with Rule W74 a 2 (c) of the Maryland Rules of Procedure.

  
Robert F. Vavrina  
  
James D. Laudeman, Jr.  
Substitute Trustees  
Affiants

Subscribed and sworn to before me,  
this 16th day of January, 1984.

  
Notary Public  
AMES GAY DAVIS  


ROBERT F. VAVRINA and  
JAMES D. LAUDEMAN, JR.,  
SUBSTITUTE TRUSTEES

VS.

ROBERT L. RAUGHT and  
GENEVIEVE E. RAUGHT, his wife

\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* #7509  
\*

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, CITY ~~XXEENIX~~ OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 16th day of January, 1984, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared James A. Kane, Assistant Vice President,  
of Baltimore Federal Savings and Loan Association,

who made oath in due form of law that

- (1) he is the purchaser at the foreclosure sale in these proceedings,
- (2) he is not acting as agent for anyone,
- (3) there are no others interested as principals,
- (4) he has not directly or indirectly discouraged anyone from bidding for the said property known as 143 Pennick Drive mentioned in the Report of Sale to be filed in these proceedings.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: 

James A. Kane, Assistant Vice President  
Purchaser



James C. Bennett  
Notary Public

STATE OF MARYLAND  
QUEEN ANNE'S COUNTY

16 JAN 84

ORDER NISI ON SALE

ROBERT F. VAVRINA and  
JAMES D. LAUDEMAN, JR.  
Substitute Trustees  
vs.  
ROBERT L. RAUGHT and  
GENEVIEVE E. RAUGHT, his wife

In the Circuit Court  
for Queen Anne's County  
In Equity  
Cause No. 7509

ORDERED, this 10th day of February, 1984, that  
the sale of the real property, made and reported in this cause by  
Trustees  
Robert F. Vavrina and James D. Laudeman, Jr., Substitute/, be ratified and confirmed,  
on or after the 12th day of March, 1984, 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 5th day of March, 1984.

The report states the amount of sales to be \$ 45,000.00.

Margaret W. Mendenhall Clerk

Filed February 10, 1984

Centreville, Md. 1/11 19 84

### We Hereby Certify

That the annexed advertisement of  
Trustee's sale  
Robert & Genevieve Raught  
was published in the RECORD  
OBSERVER, a newspaper published  
in Queen Anne's County, Maryland, once  
in each of 3 successive weeks before  
the 13th day of Jan. 19 84.  
And that the first insertion of said ad-  
vertisement in the said RECORD  
OBSERVER/BAY TIMES was on the  
28th day of Dec.  
19 83, and the last insertion on the  
11th day of Jan.  
19 84.

Publishers, Record Observer

Per N. Kelly M. Moore

CALLAHAN, CALWELL & LAUDEMAN

Solicitors  
210 1/2 Radwood Street  
Baltimore, Md. 21202  
301-539-6841

## Substitute Trustee's Sale

OF  
VALUABLE, FEE SIMPLE, DWELLING PROPERTY  
143 Pannick Drive,  
Romancoka on the Bay Subdivision  
Kent Island,  
Queen Anne's County, Md.

Under and by virtue of the power and authority contained in a Deed of Trust from Robert L. Raught and Genevieve E. Raught, his wife, to Edwin M. Hurd and David C. McElroy, Trustees, dated October 31, 1978, and recorded among the Land Records of Queen Anne's County in Liber MWM 145, Folio 3, default having occurred thereunder, and at the request of the party secured thereby, the undersigned, Substitute Trustees, will sell at public auction on the premises, on

**Friday, Jan. 13, 1984**

At 2:00 O'Clock P.M.

all that fee simple property and the improvements thereon, situated in Queen Anne's County, and described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 24, Block G, as shown on a Plat entitled Romancoka on the Bay, Second Section, which Plot is recorded among the Land Records of Queen Anne's County in Book TSP No. 41, page 386.

Together with the buildings thereon, and all the rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining.

Subject to covenants, conditions, restrictions, easements, etc., and utility agreements of record, if any, effecting the property.

The property is improved by detached, frame, split-level dwelling.

TERMS OF SALE: A cash, certified or cashier's check deposit of \$5000.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Queen Anne's County and to bear interest at the rate of ten per cent per annum from date of sale to date of settlement. The purchaser will be required to complete settlement of the purchase within five days of the ratification of the sale by the Court otherwise the property will be resold at the risk and expense of the purchaser. Taxes, public charges and assessments, and water rent to be adjusted to date of sale. All such taxes, public charges and assessments, payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps and transfer taxes, if any, shall be borne by the purchaser.

ROBERT F. VAVRINA  
JAMES D. LAUDEMAN, JR.  
SUBSTITUTE TRUSTEES  
JOSEPH A. JACKSON, AUCTIONEER

RB-12 28-31-026

Centreville, Md. 2/29 19 84

**We Hereby Certify**

That the annexed advertisement of Order Nisi - Raught

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 March 19 84.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 15th day of Feb.

19 84, and the last insertion on the 29th day of Feb. 19 84.

Publishers, Record Observer

Per [Signature] [Signature] 11:00  
COUNTY

**ORDER NISI  
ON SALE  
ROBERT F. VAVRINA and  
JAMES D. LAUDEMAN,  
JR.**

**Substitute Trustees  
vs.**

**ROBERT L. RAUGHT and  
GENEVIEVE E. RAUGHT,  
his wife**

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

**Cause No. 7509**

ORDERED, this 10th day of February, 1984, that the sale of the real property, made and reported in this cause by Robert F. Vavrina and James D. Laudeman, Jr., Substitute Trustees be ratified and confirmed, on or after the 12th day of March, 1984, 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 5th day of March, 1984.

The report states the amount of sales to be \$45,000.00

Marguerite W. Mankin  
Clerk

True Copy, Test:  
Marguerite W. Mankin  
Clerk

By: Betty M. Comegys  
Deputy Clerk

Filed February 10, 1984

RB-2-16-31-039



Vavrina v. Raught  
Equity 7509  
143 Pennick Drive

IN THE CIRCUIT COURT  
FOR QUEEN ANNE'S COUNTY  
STATE OF MARYLAND

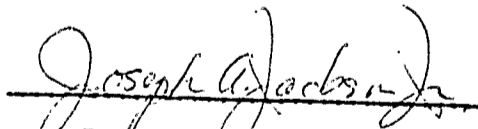
IN EQUITY  
#7509

CERTIFICATE OF AUCTIONEER

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

The sale was on the premises described, on January 13, 1984, beginning at the hour of 2:00 o'clock P.M.

The Purchaser was Baltimore Federal Savings and Loan Association, of Baltimore City, Md. , and the sale price was FORTY FIVE THOUSAND DOLLARS (\$45,000.00).

  
Joseph A. Jackson, Jr.,  
Auctioneer.

JAN 13 1984  
QUEEN ANNE'S COUNTY

LIBER 16 MAR 805

ROBERT F. VAVRINA and  
JAMES D. LAUDEMAN, JR.,  
SUBSTITUTE TRUSTEES

VS.

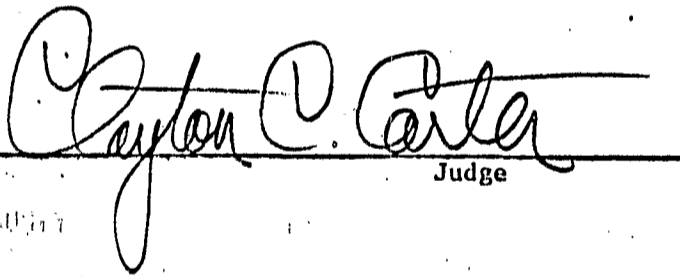
ROBERT L. RAUGHT and  
GENEVIEVE E. RAUGHT, his wife

\* IN THE CIRCUIT COURT  
\* FOR  
\* QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* #7509

ORDER OF SALE RATIFICATION

ORDERED, By the Circuit Court for Queen Anne's County,  
this 28th day of March, 1984.

that the sale(●) made by Robert F. Vavrina and James D. Laudeman, Jr.,  
Substitute Trustees, for the sale of the Real Estate described in the  
proceedings in the above entitled cause, and reported by said Substitute  
Trustees to this Court, be and the same is hereby finally ratified and  
confirmed, no cause to the contrary having been shown, although due notice  
appears to have been given as required by the Order Nisi passed in said  
cause; and that the said Substitute Trustees be allowed the usual commissions  
and all proper expenses for which they shall produce vouchers to the Auditor.

  
\_\_\_\_\_  
Judge

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT F. VAVRINA and  
 JAMES D. LAUDEMAN, JR.,  
 Substitute Trustees

v.

Chancery #7509

ROBERT L. RAUGHT and  
 GENEVIEVE E. RAUGHT

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		\$ 45,000.00	
Interest (See Note A)			
Real property taxes \$ 602.17			
from 01/12 to 06/30/84			
169 days @ \$ 1.65		278.85	
Extra charges		<u>10.82</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 45,289.67
COMMISSIONS, payable to Fiduciary		\$ 2,250.00	
EXPENSES OF SALE			
Court costs	\$ 160.50		
Advertising			
Notice of sale			
Record-Observer	199.50		
Sun Papers	115.20		
Report of sale	63.00		
Bond premium	93.00		
Auctioneer's fee	112.50		
Real property taxes paid	612.99		
Certified mail	<u>3.30</u>	1,359.99	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 45.00		
Postage & copies	<u>1.60</u>	<u>46.60</u>	<u>3,656.59-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 41,633.08
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal per Statement of Debt		\$ 45,484.43-	
Interest to 10/20/83, per Statement		4,801.08-	
Escrow overdraft, per Statement (note B)		492.94-	
Interest on principal at 10%			
10/21/83 to 01/13/84 84 days @ \$ 12.63		<u>1,060.92-</u>	\$ 51,839.37-
NET CREDIT FROM CREDITOR/PURCHASER			
on 01/13/84 (See Note A)			<u>41,633.08</u>
BALANCE OWED BY DEBTORS after credit			\$ 10,206.29-
INTEREST 01/14/84 to 03/13/84			
60 days @ \$ 2.84			<u>170.40-</u>
DEFICIT (Note B)			\$ 10,376.69-

Note A: Net amount used by Creditor to discharge responsibilities as sale purchaser for deposit and pre-settlement interest credited as of date of sale in accordance with Weismiller v. Bush, 56 Md.App. 593, and the Report filed in Chancery #7107, which is incorporated by reference in this Audit.

Note B: Refunds received for insurance premiums paid in August and October 1983 to be credited against deficit.

NOTICE

The attached Account was filed on May 22, 1984. 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 #7509. 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 May 22, 1984, 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. Vavrina, Esquire  
210 East Redwood Street  
Baltimore, Maryland 21202

Richard M. Kremen, Trustee in Bankruptcy  
c/o Susan J. Klein, Esquire  
Semmes, Bowen & Semmes  
10 Light Street  
Baltimore, Maryland 21202

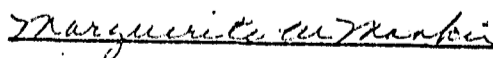
Robert L. Raught  
143 Pennick Drive  
Romance  
Stevensville, Maryland 21666

Genevieve E. Raught  
143 Pennick Drive  
Romance  
Stevensville, Maryland 21666

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

NISI RATIFICATION OF AUDIT

ORDERED this 22nd day of May, 1984, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 6th day of June, 1984, 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 22, 1984

John P. White  
ATTORNEY AT LAW

12 N. WASHINGTON ST.  
EASTON, MARYLAND 21601  
(301) 822-9223

June 8, 1984

Clerk of Circuit Court  
for Queen Annes County  
Court House  
Centreville, Maryland 21617

Re: Vavrina, et al vs. Raught  
Chancery No. 7509

Dear Clerk:

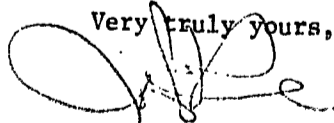
Please enter my appearance in the above referenced case on behalf of the defendants, Robert L. Raught and Genevieve E. Raught.

I am also enclosing a copy of a letter to me from Baltimore Federal Savings and Loan Association's attorney, James G. Davis, Esquire, in which Mr. Davis confirms that Baltimore Federal waived its deficiency claim against Mrs. Raught. It further confirms that a deficiency decree against Mr. Raught is not possible because of his bankruptcy discharge (Bankruptcy Case No. 82-2-0409, Baltimore District).

I would appreciate your placing the attached letter in the file of Chancery No. 7509.

Thank you for your cooperation.

Very truly yours,



John P. White

JPW/bmk

Enclosure

16 JUN 803

LAW OFFICES OF

CALLAHAN, CALWELL & LAUDEMAN  
210 EAST REDWOOD STREET  
BALTIMORE, MD 21202  
(301) 539-6841

JAMES D. LAUDEMAN, JR.  
MAURICE F. MACKAY, JR.  
ROBERT F. VAVRINA  
ROBERT F. PODLICH  
WALTER P. REESE  
JEFFREY H. DUNN  
HARRY B. SHADOAN  
BRADFORD G. Y. CARNEY

PATRICK A. NAUGHTON  
MICHAEL A. CHRISTIANSON  
JAMES G. DAVIS  
RICHARD S. ULF  
MATTHEW B. RUBLE  
JANET E. Mc HUGH

WALTER S. CALWELL  
COUNSEL  
JOSEPH J. CALLAHAN  
1907-1969

CHEVY CHASE OFFICE  
8401 CONNECTICUT AVE.  
SUITE 1101  
CHEVY CHASE, MD. 20815  
TELEPHONE 951-9250  
BALTIMORE LINE 776-5900

SEVERNA PARK OFFICE  
565 BALTIMORE ANNAPOLIS BLVD.  
SEVERNA PARK, MD. 21146  
TELEPHONE 647-5454

June 24, 1983

John P. White, Esquire  
12 North Washington Street  
Easton, Maryland 21601

Re: Robert L. Raught  
Bankruptcy Case No. 82-2-0409  
Adversary Case No. 83-0611B  
143 Pennick Drive, Stevensville  
Our File No. 99233G

Dear Mr. White:

This letter confirms our conversation, wherein, in response to your request that Baltimore Federal Savings & Loan Association waive any deficiency against Mrs. Raught, I informed you that we would have to get the permission of the Loan Note's owner, FNMA/FHLMC.

We have received authorization from that body to waive any deficiency claim against Mrs. Raught. We also are in agreement that, because of the discharge provisions of Mr. Raught's Chapter 7 Bankruptcy Case, no deficiency decree against Mr. Raught is possible either.

Please call if the above is not satisfactory. You have stated to me that you will file your answer, and send a signed Consent Order prior to the hearing date.

Sincerely,

CALLAHAN, CALWELL & LAUDEMAN

  
James G. Davis

JGD:vg

cc: Ray Kominski  
Baltimore Federal

<u>ROBERT F. VAVRINA, et al.</u> Sub. Trs.	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	IN EQUITY
	*	No. <u>7509</u>
	*	
<u>ROBERT L. RAUGHT, et ux.</u>	*	
	*	

FINAL RATIFICATION OF AUDIT

ORDERED this 8th day of June, 1984,  
 by the Court that the account of the Auditor is finally ratified and  
 confirmed, and Robert F. Vavrina & James D. Laudeman, Jr., Substitute  
~~Assignee/Trustee,~~  
 is directed to apply the proceeds accordingly, with a due proportion of  
 interest as the same has been or may be received.

*Margaret H. Rankin* Clerk

Filed June 8, 1984

16-812

PATRICK E. THOMPSON  
109 Lawyers Row  
Centreville, Maryland 21617

PLAINTIFF

VS.

ALBERT TANO and  
EDVIGE TANO, his wife,  
JOSEPH S. BELLO and  
DORIS BELLO, his wife,  
HARRY WARD and  
ROSINA WARD, his wife,  
DAVID BLACK and  
DONNA BLACK, his wife, and  
GEORGE RICHEY and  
BARBARA RICHEY, his wife  
c/o Albert and Edvige Tano etal.  
Route 2, Box 871  
Stevensville, Maryland 21666

DEFENDANTS

\* IN THE  
\* CIRCUIT COURT

\* FOR

DEC 20-83 \* 28796 \*\*\*\*\*  
QUEEN ANNE'S COUNTY 28796 \*\*\*\*\*

\* MARYLAND

EQUITY NO. 7506

\* \* \* \* \*

ORDER TO DOCKET FORECLOSURE OF MORTGAGE

MADAM CLERK:

Please docket the above entitled cause of action, together with the original mortgage from THOMAS E. PIERSON and LORRAINE J. PIERSON, his wife, dated April 2, 1979, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. No. 148, folio 439, attached as "Exhibit A", and Statement of Debt under oath by Patrick E. Thompson, attorney, attached as "Exhibit B" and Statement of Military Service Affidavit, attached as "Exhibit C". "Exhibit A" contains a power of sale, and default has occurred under said mortgage, and it has been assigned to Patrick E. Thompson, attorney, for purposes of foreclosure, as indicated in the attached Assignment of Mortgage as "Exhibit D", said default being the failure to pay principal and interest when due.

*Patrick E. Thompson*  
Patrick E. Thompson, Assignee  
109 Lawyers Row  
Centreville, Maryland 21617  
Telephone: (301) 758-1795

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



## "EXHIBIT A"

THIS PURCHASE MONEY MORTGAGE, made this 2<sup>nd</sup> day of APRIL, 1979, by and between ALBERT TANO and EDVIGE TANO, his wife, JOSEPH S. BELLO and DORIS BELLO, his wife, HARRY WARD and ROSINA WARD, his wife, DAVID BLACK and DONNA BLACK, his wife, and GEORGE RICHEY and BARBARA RICHEY, his wife, Mortgagors, and THOMAS E. PIERSON and LORRAINE J. PIERSON, his wife, Mortgagees;

WHEREAS, the Mortgagors are indebted unto the Mortgagees in the sum of Twenty-two Thousand Dollars (\$22,000.00), which sum was this day loaned and is evidenced by and payable with interest as provided in a note of even date herewith, the unpaid balance with interest thereon being due APRIL 2, 1989; and

WHEREAS, it was a condition precedent to the making of said loan that the repayment thereof with interest should be secured by the execution of this mortgage.

NOW, THEREFORE, THIS 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 Mortgagors hereby grant and convey unto the Mortgagees, as tenants by the entirety and not as tenants in common, their assigns, and the survivor of them, his or her personal representatives, heirs and assigns, in fee simple, all of the following described real estate, to wit:

ALL that lot or parcel of land and premises situate, lying and being on Jackson Creek Road, in the Town of Grasonville, Fifth Election District, Queen Anne's County, Maryland, bounded on the West and South by lands formerly of William W. Perry and wife, now of Richard E. Snyder, on the East by Jackson Creek Road, and on the North by lands formerly of the Thomas O'Donnell heirs, now of Richard E. Tydings, and which is contained within the following metes and bounds, courses and distances, according to a Certificate of Survey and Plat by Wirt D. Bartlett, Engineer and Surveyor, dated July 30, 1960, and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W.C. No. 71, folio 378, as follows, to wit:

BEGINNING at a point on the West right-of-way line of the Jackson Creek Road and a corner of the lands of Richard E. Tydings and thence running by and with the West right-of-way line of Jackson Creek Road South twenty-six degrees and seventeen minutes West (S 26° 17' W) ninety and twelve hundredths (90.12) feet to a point a corner of the lands of Richard E. Snyder, said point being witnessed by an iron pipe set back on the following course a distance of five (5) feet; thence by and with the Snyder lands the following two (2) courses and distances (1) North sixty-three degrees and thirty-two minutes West (N 63° 32' W) two hundred fourteen and seven hundredths (214.07) feet to a concrete monument; (2) thence North twenty-six degrees and five minutes East (N 26° 05' E) eighty-one and twenty-eight hundredths (81.28) feet to an iron fence post a corner of the Tydings lands; thence by and with the Tydings lands South sixty-five degrees and fifty-four minutes East (S 65° 54' E) two hundred fourteen and fifty hundredths (214.50) feet to a point on the West right-of-way line of Jackson Creek Road, the place of beginning, said point being witnessed by an iron post set back on the above course a distance of five (5) feet, CONTAINING four hundred twenty-one thousandths (0.421) acre, more or less.

BEING the same and all of the land and premises which were granted and conveyed unto the said Albert Tano and Edvige Tano, his wife, Joseph S. Bello and Doris Bello, his wife, Harry Ward and Rosina Ward, his wife, David Black and Donna Black, his wife, and George Richey and Barbara Richey, his wife, by deed from Thomas E. Pierson and Lorraine J. Pierson, his wife, bearing even date herewith and recorded or intended to be recorded among the land records of Queen Anne's County immediately preceding the recording of this Mortgage.

IT IS STIPULATED AND WARRANTED by the Mortgagors that the loan hereby secured is a commercial loan within the meaning of Title 12 of the Commercial Law Article of the Annotated Code of General Public Laws of Maryland.

RECORDED  
APR 2 1979  
QUEEN ANNE'S COUNTY

APR -2-79 X 26660 \*\*\*\*\*36.00  
APR -2-79 A #26668 \*\*\*\*\*36.00

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 thereunto belonging or in any wise appertaining, including all heating, air conditioning, lighting and plumbing fixtures, equipment, furniture and other fixtures now or hereinafter attached to or used in connection with the premises herein described, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of the Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED; that if the Mortgagors shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by the Mortgagors in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all the terms, covenants and conditions of this mortgage and the note secured hereby, including the payment of any late charges, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

THE MORTGAGORS, JOINTLY AND SEVERALLY HEREBY COVENANT:

a. That they warrant specially the property hereby conveyed; that they are seized thereof in fee simple and have a right to convey the same; that they have done no act to encumber the same; that they will execute such further assurances thereof as may be requisite.

b. That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagors by voluntary or involuntary grant or assignment or in any other manner without the Mortgagee's written consent, or should they default on any note, bond, mortgage or deed of trust secured by or securing a prior lien upon the herein mortgaged property; or should the same be further encumbered by the Mortgagors, their or its successors, heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum at the option of the Mortgagee shall immediately become due and owing as herein provided.

c. That they will pay or cause to be paid when due the principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest, thereon, and all other sums payable by them in accordance with the terms of this mortgage and note secured hereby, or any renewals or extensions, and that they hereby expressly waive the benefit of all exemptions, homestead or otherwise, under the laws of this or any other State, and agree to pay the debt without any offset whatsoever.

d. That they will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed, or any part thereof.

e. That they will keep all improvements now or hereinafter located on the premises in good repair; that they will maintain and work the premises hereby conveyed in a good and husbandlike manner; that they will commit no waste; ~~that they will not cut or remove or permit to be cut or removed~~ any wood or timber from said premises <sup>J.E.P.</sup> ~~without the written consent of the Mortgagee~~, and that they will make all proper renewals, replacements, and additions to the property, and not tear down the improvements or materially change them or permit them to be torn down or materially changed without the prior written consent of the Mortgagee.

f. That they will insure and keep insured buildings and improvements now or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm and tornado in companies and amounts satisfactory to the Mortgagee, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Mortgagee as its interest may appear. At the option of the Mortgagors, and subject to the consent of the Mortgagee, sums so received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

g. If the Mortgagee shall incur any expense or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the property, all such sums shall on notice and demand be paid by the Mortgagors, together with interest thereon at the current rate hereunder and shall be a lien on the premises secured by this mortgage.

h. That in the event the Mortgagors fail to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property hereby conveyed, or fail to maintain insurance as hereinbefore provided, the Mortgagee may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the current rate hereunder until paid, and be secured by the lien of this mortgage.

THE PARTIES HERETO FURTHER COVENANT AND AGREE:

1. Upon any default in any of the covenants of this mortgage, the Mortgagors in accordance with Subtitle W of the Maryland Rules of Procedure, or any other general or local rules, regulations or laws of the State of Maryland relating to mortgages, including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, do hereby (a) declare their assent of the passage of a decree for the sale of the property; and (b) authorize the Mortgagee, its successors or assigns, or David C. Bryan, its attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the assent to a decree or power of sale, may be made by the person or persons authorized to sell either as an entirety or in such separate parcels and on such terms and at such places and in such manner as they may deem advisable.

2. Upon any sale of the property under this mortgage, whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of such sale shall be applied as follows: First, to the payment of all expenses incident to the sale including a counsel fee of Two Hundred Fifty Dollars (\$250.00) for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the Mortgagee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making the sale equal to the commissions allowed trustees for making sales of property under decrees of the equity court having jurisdiction, and also any liens prior to the lien of this mortgage unless the sale is made subject to such prior liens; Second, to the payment of all claims of the Mortgagee hereunder, whether they have matured or not, with interest thereon until final ratification of the auditor's report; Third, the balance, if any, to the Mortgagors or to any person or persons entitled thereto, upon the surrender of the property to the purchaser, less any expenses incurred in obtaining possession.

3. Immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagors, and each of them, to the party inserting the advertisement or notice all expenses incident to such advertisement or notice, all court costs, attorney's fees and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, then due, equal to one-half (1/2) the percentage allowed as commission on such sum to trustees making sales under orders or decrees of the equity court having jurisdiction, and such party shall not be required to receive the principal and interest only of the mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of such expenses, costs, attorney's fees and commissions.

4. That in the event of a sale of the mortgaged property under the provisions hereof, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as a part thereof.

5. The Mortgagee may at any time renew this mortgage, extend the time for payment of the debt or any part thereof or interest thereon and waive any of the covenants or conditions of this mortgage in whole or in part, either at the request of any one or more of the Mortgagors or of any person having an interest in the property, take or release other security, or any part of this property, or such other security, grant extensions, renewals or indulgences therein, or apply to the payment of principal and interest on the mortgage debt any part or all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the Mortgagors or any of them, from any of the covenants or conditions of this mortgage, or releasing the unreleased part of the property herein described from the lien of this mortgage for the amount of the mortgage debt, and may release any party primarily or secondarily liable on the mortgage debt without releasing any other party liable thereon and without releasing the property subject thereto.

6. Until default is made in any covenant or condition of this mortgage, the Mortgagors shall have possession of the property. Upon default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled without notice to the Mortgagors, or any of them, to the immediate possession of the property and to the appointment of a receiver of the property to operate the same, without regard to the adequacy thereof as security for the mortgage debt, and the Mortgagors shall pay all costs in connection therewith, and upon any default, whether or not a receiver be appointed, the rents and profits of the property are hereby assigned to the Mortgagee as additional security.

7. The rights, powers, privileges and discretions specifically granted to the Mortgagee under this mortgage are not in limitation of, but in addition to those to which the Mortgagee is entitled under any general or local laws relating to mortgages in the State of Maryland, now or hereafter existing.

8. Before full payment of the mortgage debt, the Mortgagee, in its discretion, may make advances to the Mortgagors to the extent permitted by law and such sums shall be secured by this mortgage.

9. The rights, powers and privileges and discretions to which the Mortgagee may be entitled shall inure to the benefit of it and its successors and assigns; are cumulative and not alternative; may be enforced successively or concurrently; and failure to exercise any of them shall not be deemed a waiver thereof and no waiver of any one shall be deemed to apply to any other, nor shall it be effective unless in writing and signed by the Mortgagee.

10. The covenants, agreements, conditions and limitations of or imposed upon the Mortgagors shall be binding upon their respective heirs, personal representatives, successors and assigns.

11. Whenever used herein, the singular shall include the plural; the plural the singular and the use of any gender shall be applicable to all genders.

WITNESS the signatures and seals of the Mortgagors:

WITNESS:

Beverly M. Ruggold

Albert Tano (SEAL)

Beverly M. Ruggold

Edvige Tano (SEAL)

Margaret Rosendale 3/21/79

Joseph S. Bello (SEAL)

Margaret Rosendale 3/21/79

Doris Bello (SEAL)

Kathleen M. Fogarty

Harry Ward (SEAL)

Kathleen M. Fogarty

Rosalina Ward (SEAL)

Margaret Rosendale

David Black (SEAL)

as to both 3/24/79

Donna Black (SEAL)

Margaret Rosendale

George Richey (SEAL)

as to both 3/24/79

Barbara Richey (SEAL)

STATE OF MARYLAND )  
COUNTY OF QUEEN ANNE'S )

To Wit:

On this, the 2<sup>ND</sup> day of APRIL, 1979, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ALBERT TANO and EDVIGE TANO, his wife, known to

me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



Beverly M. Ringgold  
Notary Public  
My Commission Expires: 7/1/1982

STATE OF MARYLAND

COUNTY OF

To Wit:

On this, the 21st day of March, 1979, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOSEPH S. BELLO and DORIS BELLO, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



Mary L. Rosendale  
Notary Public  
My Commission Expires: 7/1/1982

STATE OF MARYLAND

COUNTY OF Prince Georges

To Wit:

On this, the 27th day of March, 1979, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared HARRY WARD and (ROSALINA) WARD, his wife, known ROSINA to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



Kathleen M. ...  
Notary Public  
My Commission Expires: 7/1/1982

STATE OF MARYLAND

COUNTY OF

To Wit:

On this, the 27th day of March, 1979, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DAVID BLACK and DONNA BLACK, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



Mary L. Rosendale  
Notary Public  
My Commission Expires: 7/1/1982

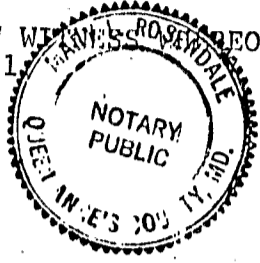
10-519

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

} To Wit:

On this, the 24th day of March, 1979, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared GEORGE RICHEY and BARBARA RICHEY, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



Mary Rosewale  
Notary Public  
My Commission Expires: 7/1/1982

STATE OF MARYLAND  
COUNTY OF QUEEN ANNE'S

} To Wit:

On this, the 2nd day of APRIL, 1979, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared THOMAS E. PIERSON and LORRAINE J. PIERSON, his wife, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the party secured hereby unto the within named Mortgagors or the person responsible for the disbursement of funds in the closing transaction, or their respective Agent, at a time no later than the execution and delivery of this mortgage by the Mortgagors.

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



Beverly M. Ringgold  
Notary Public  
My Commission Expires: 7/1/1982



"EXHIBIT B"

PATRICK E. THOMPSON, Assignee  
PLAINTIFF

VS.

ALBERT TANO and  
EDVICE TANO, his wife,  
JOSEPH S. BELLO and  
DORIS BELLO, his wife,  
HARRY WARD and  
ROSINA WARD, his wife,  
DAVID BLACK and  
DONNA BLACK, his wife, and  
GEORGE RICHEY and  
BARBARA RICHEY, his wife

DEFENDANTS

IN THE  
CIRCUIT COURT

FOR  
QUEEN ANNE'S COUNTY  
MARYLAND  
EQUITY NO. 7506

\* \* \* \* \*

STATEMENT OF MORTGAGE DEBT

Principal unpaid	\$ 20,785.31
Interest unpaid through 12/12/83	675.84
Per diem (\$5.12)	
Attorney's fee, per note	<u>3,219.17</u>
Total	\$ 24,680.32

Patrick E. Thompson  
Patrick E. Thompson, Assignee

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

I HEREBY CERTIFY, that on this 19<sup>th</sup> day of December, in the year Nineteen Hundred and Eighty-Three, before me, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, personally appeared PATRICK E. THOMPSON, Assignee, and made oath that the foregoing is a true statement of the amount of the mortgage claimed under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.



Teresa L. Oertly  
Notary Public  
My Commission Expires: July 1, 1986

TURNER & THOMPSON  
ATTORNEYS AT LAW  
100 LAWLOR ROW  
CLINTONVILLE, MARYLAND  
21017

1983 DEC 20 AM 10:29  
QUEEN ANNE'S COUNTY

10 APR 83

PATRICK E. THOMPSON, Assignee

\*

IN THE

PLAINTIFF

CIRCUIT COURT

VS.

\*

FOR

ALBERT TANO and  
EDVICE TANO, his wife,  
JOSEPH BELLO and  
DORIS BELLO, his wife,  
HARRY WARD and  
ROSINA WARD, his wife  
DAVID BLACK and  
DONNA BLACK, his wife, and  
GEORGE RICHEY and  
BARBARA RICHEY, his wife

\*

QUEEN ANNE'S COUNTY

\*

MARYLAND

\*

EQUITY NO. 7506

DEFENDANTS

\* \* \* \* \*

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF QUEEN ANNE'S:

I hereby certify that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Patrick E. Thompson, attorney, and made oath in due form of law that he knows the Defendants herein, and that to the best of his information, knowledge and belief;

- (1) said Defendants are not in the military service of the United States;
- (2) said Defendants are not in the military service of any nation allied with the United States;
- (3) said Defendants have not been ordered to report for induction under Selective Training and Service Act of 1940 as amended;
- (4) said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

*Patrick E. Thompson*  
Patrick E. Thompson

Subscribed and sworn to before me this 19<sup>th</sup> day of December, 1983.



*Teresa L. Oertly*  
Notary Public  
My Commission Expires: July 1, 1986

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

RECEIVED  
QUEEN ANNE'S COUNTY

"EXHIBIT D"

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE is made this 19<sup>th</sup> day of December, 1983, between THOMAS E. PIERSON and LORRAINE J. PIERSON, his wife (hereinafter called "Assignor"), and PATRICK E. THOMPSON, attorney (hereinafter called "Assignee").

DEC 20 23 \* 20795 \*\*\*\*\*17 00  
DEC 20 23 A #20795 \*\*\*\*\*17 00

R E C I T A L S

ALBERT TANO and EDVIGE TANO, his wife, JOSEPH S. BELLO and DORIS BELLO, his wife, HARRY WARD and ROSINA WARD, his wife, DAVID BLACK and DONNA BLACK, his wife, and GEORGE RICHEY and BARBARA RICHEY, his wife, executed a Mortgage dated April 2, 1979 and recorded in the Land Recorders Office of Queen Anne's County, Maryland, in Liber M.W.M. No. 148, folio 439 ("the Mortgage"), to THOMAS E. PIERSON and LORRAINE J. PIERSON, his wife, to secure the payment of a mortgage debt in the original principal sum of TWENTY-TWO THOUSAND DOLLARS (\$22,000.00) evidenced by a Promissory Note in said amount of even date therewith.

ASSIGNOR, BY THIS INSTRUMENT, pursuant to Rule W70 - W79, inclusive, of the Maryland Rules of Procedure, does hereby assign the Mortgage to the Assignee solely in order to execute the power of sale contained herein pursuant to Section 7-105 of the Real Property Articles, Annotated Code of Maryland.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged by Assignee, Assignor hereby assigns, transfers, conveys and sets over to the Assignee all of the right, title and interest in and to the aforesaid Mortgage and to all sums due and to become due therein, for the purpose of instituting and completing foreclosure proceedings with respect to said Mortgage, which is now in default, and otherwise collect all indebtedness due thereunder.

TO HAVE AND TO HOLD said Mortgage unto the Assignee, his heirs, personal representatives and assigns, absolutely for the purpose herein specified.

IN WITNESS THEREOF, Assignor has executed this Assignment of Mortgage, under seal, the day and year first above written.

Thomas E. Pierson (SEAL)  
Thomas E. Pierson

Lorraine J. Pierson (SEAL)  
Lorraine J. Pierson

TURNER & THOMPSON  
ATTORNEYS AT LAW  
100 LAWYERS ROW  
GENTLEVILLE, MARYLAND  
21017

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

I HEREBY CERTIFY, that on this 19<sup>th</sup> day of December, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, personally appeared THOMAS E. PIERSON and LORRAINE J. PIERSON, his wife, and each acknowledged the foregoing Assignment of Mortgage to be their respective act.

AS WITNESS my hand and Notarial Seal.



Teresa L. Oertly  
Notary Public  
My Commission Expires: July 1, 1986

TURNER A THOMPSON  
ATTORNEY AT LAW  
109 LAWYERS ROW  
CENTREVILLE, MARYLAND  
21017

#7506

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

KNOW ALL MEN BY THESE PRESENTS, That I, Patrick E. Thompson, of Queen Anne's County, State of Maryland, and Selected Risk Insurance Company, a body corporate, duly authorized by its charter to become sole surety on bonds, am 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 to the State of Maryland, or its certain attorneys, 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 19th day of January, 1984;

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from Albert Tano and Edvige Tano, his wife, Joseph S. Bello and Doris Bello, his wife, Harry Ward and Rosina Ward, his wife, David Black and Donna Black, his wife, and George Richey and Barbara Richey, his wife, to Thomas E. Pierson and Lorraine J. Pierson, his wife, dated April 2, 1979, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber H.W.M. No. 148, folio 439, which has been assigned to the undersigned principal to exercise the power of sale, and he is about to sell the land and premises in said mortgage, default having been made in the payment of the money as specified and in the conditions and covenants therein contined.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded Patrick E. Thompson, Assignee, 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 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:

Jerusa L. Oertly

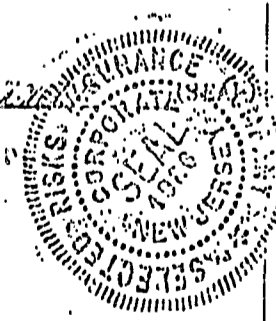
Patrick E. Thompson (SEAL)  
Patrick E. Thompson  
Assignee

ATTEST:

SELECTED RISK INSURANCE COMPANY

Jerusa L. Oertly

BY: Judith A. B...  
Attorney in fact



RECORDED  
1984 JAN 19 PM 2:43

QUEEN ANNE'S COUNTY  
Surety of principal and bond filed 1/19/84

TURNER A THOMPSON  
ATTORNEY AT LAW  
100 LAWYERS ROW  
GENTLEVILLE, MARYLAND  
21017

CERTIFIED COPY OF POWER OF  
ATTORNEY ATTACHED

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

THIS IS TO CERTIFY, That the aforeing was truly taken and copied from Liber MWM No. 3, Folio 378, 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 January, 1984.



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

LAW OFFICES  
**TURNER & THOMPSON**  
100 LAWYERS ROW  
CENTREVILLE, MARYLAND 21017

EDWARD TURNER  
PATRICK E. THOMPSON

TELEPHONE  
(301) 750-1705

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
#P28 9954569

February 8, 1984

Albert Tano and Edvige Tano, his wife  
Joseph S. Bello and Doris Bello, his wife  
Harry Ward and Rosina Ward, his wife  
David Black and Donna Black, his wife and  
George Richey and Barbara Richey, his wife  
c/o Albert and Edvige Tano, et al  
Route 2, Box 871  
Stevensville, MD 21666

Ladies and Gentlemen:

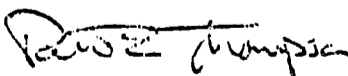
Pursuant to Maryland Rule W74 and §7-105, Real Property Article, Annotated Code of Maryland, we are hereby notifying you that the foreclosure sale of your property located on Jackson Creek Road, Grasonville, Fifth Election District, Queen Anne's County, Maryland, will take place at public auction to be held on the premises on Saturday, February 25, 1984 at 11:00 a.m., and will be sold then and there to the highest bidder(s). A deposit of \$2,000.00 payable in cash or by certified or cashiers' check will be required from the purchaser(s).

Enclosed is a xerox copy of the advertisement appearing in the Queen Anne's Record Observer, a newspaper published in and for Queen Anne's County, Maryland, setting forth the particulars.

It is obviously in your best interest to have your property sold at the highest possible price. To achieve this goal, it is recommended that your property, including the interior, be open for inspection by prospective bidders on February 25, 1984, between 8:00 a.m. and 10:00 p.m., and that it be displayed in the best possible condition.

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

Very truly yours,



Patrick E. Thompson

PET/tlo  
Enclosures  
cc: /Circuit Court for Queen Anne's County, Maryland  
Equity No. 7506  
Mr. and Mrs. Thomas E. Pierson

QUEEN ANNE'S COUNTY  
FEB 12 1984

16 FEB 8 1984

PATRICK E. THOMPSON, Assignee

\*

IN THE

PLAINTIFF

CIRCUIT COURT

VS.

\*

FOR

ALBERT TANO and  
EDVIGE TANO, his wife,  
JOSEPH S. BELLO and  
DORIS BELLO, his wife,  
HARRY WARD and  
ROSINA WARD, his wife,  
DAVID BLACK and  
DONNA BLACK, his wife, and  
GEORGE RICHEY and  
BARBARA RICHEY, his wife

\*

QUEEN ANNE'S COUNTY

MARYLAND

\*

EQUITY NO. 7506

DEFENDANTS

\* \* \* \* \*

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Patrick E. Thompson, Assignee of the Mortgage from Albert Tano and Edvige Tano, his wife, Joseph S. Bello and Doris Bello, his wife, Harry Ward and Rosina Ward, his wife, David Black and Donna Black, his wife, and George Richey and Barbara Richey, his wife, to Thomas E. Pierson and Lorraine Pierson, his wife, recorded among the land records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 148, folio 439, in which Mortgage the Mortgagees are granted the power of sale after any default in the terms of said Mortgage, respectfully shows:

That default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the Note secured by said Mortgage, the said Patrick E. Thompson filed in this Honorable Court his Order to Docket Foreclosure of 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 Selected Risk Insurance Company, a body corporate, duly authorized by its charter to become sole surety in the full and just sum of Twenty-Five Thousand Dollars (\$25,000.00), containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Queen Anne's Record Observer, a newspaper published in said County at least once each week for three (3) successive weeks, the first such publication being not less than fifteen (15) days prior to sale, and the last such publication being not more than one (1) week prior to sale, and after having sent, not earlier than twenty (20) days and not later than five (5) days before the date of sale, by Certified Mail to the Mortgagors, at their last known address, notice of the time, place and terms of sale, the said Patrick E. Thompson did attend, on the premises, Jackson Creek Road, Grasonville, Maryland, at the hour of 11:00 A.M. Eastern Daylight Time, on February 25, 1984, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, did sell all that lot, parcel or tract of land, together with the improvements thereon, situate, lying and being in the Fifth Election District of Queen Anne's County, State of

PATRICK E. THOMPSON  
ATTORNEY AT LAW  
100 LAWYERS ROW  
CENTREVILLE, MARYLAND  
21017

FILED  
COURT



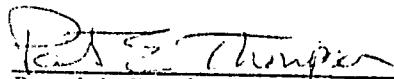
Maryland, and more particularly described in the above mentioned Mortgage, and Advertisement of Sale unto Thomas E. Pierson and Lorraine J. Pierson, his wife, being then and there the highest bidder therefore, at and for the sum of Fifteen Thousand Two Hundred Dollars (\$15,200.00).

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 Assignee 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, Auctioneer's Affidavit, Certificate of the Advertisement of Sale and Affidavit as to notice to Mortgagors are attached hereto.

This report states the amount of sale to be Fifteen Thousand Two Hundred Dollars (\$15,200.00)

Respectfully submitted:

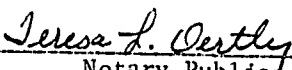
  
Patrick E. Thompson, Assignee

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

I HEREBY CERTIFY, that on this 1<sup>st</sup> day of March, 1984, before me, the subscriber, personally appeared Patrick E. Thompson, 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 20, 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.



  
Notary Public  
My Commission Expires: July 1, 1986

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

16 MAR 84

16-850

PATRICK E. THOMPSON, Assignee

\*

IN THE

PLAINTIFF

CIRCUIT COURT

VS.

\*

FOR

ALBERT TANO and  
EDVIGE TANO, his wife,  
JOSEPH S. BELLO and  
DORIS BELLO, his wife,  
HARRY WARD and  
ROSINA WARD, his wife,  
DAVID BLACK and  
DONNA BLACK, his wife, and  
GEORGE RICHEY and  
BARBARA RICHEY, his wife

\*

QUEEN ANNE'S COUNTY

MARYLAND

\*

EQUITY NO. 7506

DEFENDANTS

\* \* \* \* \*

AUCTIONEER'S AFFIDAVIT

I HEREBY CERTIFY, that at the request of the Assignee appointed in the above captioned proceedings that I offered the property described in the annexed advertisement sale at public auction on the premises, Jackson Creek Road, Grasonville, Maryland, on February 25, 1984 at 11:00 a.m., and sold the same to Thomas E. Pierson at and for the sum of Fifteen Thousand Two Hundred Dollars (\$15,200.00), said buyer being at the price the highest bidder, therefore, and that I have not paid and will not pay, directly or indirectly, any sum or consideration for employing me or for aiding to employ me to make such sale.

SUBSCRIBED AND SWORN TO:



*Joe Jackson, Jr.*  
Joe Jackson, Jr., Auctioneer

*Teresa A. Verly*  
Notary Public  
My Commission Expires: 7/1/86

TURNER A THOMPSON  
ATTORNEY AT LAW  
100 LAWYER ROW  
GUTHRIEVILLE, MARYLAND  
21047

PATRICK E. THOMPSON, Assignee

PLAINTIFF

VS.

ALBERT TANO and  
EDVIGE TANO, his wife,  
JOSEPH S. BELLO and  
DORIS BELLO, his wife,  
HARRY WARD and  
ROSINA WARD, his wife  
DAVID BLACK and  
DONNA BLACK, his wife, and  
GEORGE RICHEY and  
BARBARA RICHEY, his wife

DEFENDANTS

IN THE  
CIRCUIT COURT

FOR  
QUEEN ANNE'S COUNTY

MARYLAND

EQUITY NO. 7506

\* \* \* \* \*

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND )

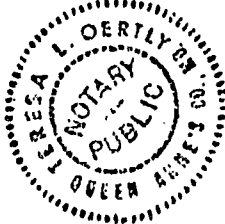
QUEEN ANNE'S COUNTY )

TO WIT:

I HEREBY CERTIFY, that on this 25<sup>th</sup> day of February, 1984, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, personally appeared Thomas E. Pierson

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 agents for anyone, (as agent for himself and Corrae J. Pierson), 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.



Teresa L. Oertly

Notary Public

My Commission Expires: July 1, 1986

I DO HEREBY CERTIFY that the matters and facts in the foregoing Affidavit are true and correct.

Thomas E. Pierson

Purchaser

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

FEB 28 1984  
QUEEN ANNE'S COUNTY

1984 FEB 28 1984

Centreville, Md. 2/22 19 84

### We Hereby Certify

That the annexed advertisement of  
Foreclosure Sale  
Albert Tano, etc.  
 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. 1984.  
 And that the first insertion of said ad-  
 vertisement in the said RECORD  
 OBSERVER/BAY TIMES was on the  
8th day of Feb.  
19 84, and the last insertion on the  
22nd day of Feb.  
19 84.

Publishers, Record Observer  
 Per Walter A. Thomas

1984 FEB -1 PM 2:01  
 WALTER A. THOMAS

#### Foreclosure Sale OF VALUABLE IMPROVED FEE SIMPLE PROPERTY GRASONVILLE

By virtue of a power of sale contained in a mortgage from Albert Tano and Edviga Tano, his wife, Joseph S. Bello and Doris Bello, his wife, Harry Ward and Rosina Werd, his wife, David Black and Donna Black, his wife, and Georgia Richey and Barbere Richey, his wife, to Thomas E. Pierson and Lorreina Pierson, his wife, dated April 2, 1979, recorded among the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. No. 148, folio 439, default having occurred in the terms of said mortgage, and said mortgage having been assigned to Patrick E. Thompson, Assignee, for purposes of foreclosure, the undersigned will sell at public auction, to the highest bidder, on the premises, Jackson Creek Road, Grasonville, Maryland, on:

**Sat., Feb. 25, 1984**  
 11:00 A.M.

ALL that lot or parcel of land and premises, situate, lying and being on Jackson Creek Road, in the Town of Grasonville, Fifth Election District of Queen Anne's County, Maryland, bounded on the West and South by lands formerly of William W. Perry and wife, now of Richard E. Snyder, on the East by Jackson Creek Road, and on the North by lands formerly of the Thomas O'Donnell heirs, now of Richard E. Tydings, and which is contained within the following metes and bounds, courses and distances, according to a Certificate of Survey and Plat by Wirt D. Bartlett, Engineer and Surveyor, dated July 30, 1960 and recorded among the land records of Queen Anne's County, Maryland, in Liber C.W. C. No. 71, folio 378, as follows, to wit:

BEGINNING at a point on the West right-of-way line of the Jackson Creek Road and a corner of the lands of Richard E. Tydings and thence running by and with the West right-of-way line of Jackson Creek Road South twenty-six degrees and seventeen minutes West (S 26° 17' W) ninety and twelve hundredths (90.12) feet to a point a corner of the lands of Richard E. Snyder, said point being witnessed by an iron pipe set back on the following course a distance of five (5) feet; thence by and with the Snyder lands the following two (2) courses and distances (1) North sixty-three degrees and thirty-two minutes West (N 63° 32' W) two hundred fourteen and seven hundredths (214.07) feet to a concrete monument; (2) thence North twenty-six degrees and five minutes East (N 26° 05' E) eighty-one and twenty-eight hundredths (81.28) feet to an iron fence post a corner of the Tydings lands; thence by and with the Tydings lands South sixty-five degrees and fifty-four minutes East (S 65° 54' E) two hundred fourteen and fifty-hundredths (214.50) feet to a point on the West right-of-way line of Jackson Creek Road, the place of beginning, said point being witnessed by an iron post set back on the above course a distance of five (5) feet CONTAINING four hundred twenty-

one thousands, (0.421) acre, more or less.

BEING all and the same land and premises described in a deed from Thomas E. Pierson and Lorraine J. Pierson, his wife, to Albert Tano and Edvige Tano, his wife, Joseph S. Bello and Doris Bello, his wife, Herry Werd and Rosina Werd, his wife, David Black and Donne Black, his wife, and George Richey and Barbera Richey, his wife, dated April 2, 1979 and recorded among the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. No. 148, folio 436.

NOTE: The premises are improved by a small frame dwelling containing three rooms and a bath, subject to a month-to-month tenancy. Purchaser will be required to make arrangements for termination or continuance of the tenancy. The property is also improved by three outbuildings: One larger metal outbuilding suitable for a shop, one smaller metal outbuilding and one small wood frame outbuilding. The property is presently also improved by a trailer which will not be sold with the property. The trailer is presently rented on a month-to-month basis. Purchaser will be required to make arrangements with the owner of the trailer for a removal of same or continuation of the tenancy.

TERMS OF SALE: A cash deposit or certified check in the amount of \$2,000.00 shall be paid at the time and place of sale, however, if mortgagee is successful bidder no deposit will be required, balance in cash at settlement, which shall be within twenty (20) days after certification by the Circuit Court for Queen Anne's County unless said settlement is extended by written agreement of all parties, time being of the essence, interest at the rate of 9 percent, per annum shall be paid on unpaid purchase money from date of sale until settlement. Taxes and all other governmental charges to be adjusted to date of sale. Cost of all documentary stamps, transfer taxes, document preparation and title insurance to be paid by the purchaser. Purchaser will be required to sign an affidavit in accordance with the Maryland Rules of Procedure.

Petrick E. Thompson, Assignee  
109 Lawyers Row  
Centreville, Maryland 21617  
301-758-1795

Joseph Jackson, Jr.  
Auctioneer

RB-2-a-3t-025

18 MAR 84

PATRICK E. THOMPSON, Assignee

\*

IN THE

PLAINTIFF

CIRCUIT COURT

VS.

\*

FOR

ALBERT TANO and  
EDVIGE TANO, his wife,  
JOSEPH S. BELLO and  
DORIS BELLO, his wife,  
HARRY WARD and  
ROSINA WARD, his wife,  
DAVID BLACK and  
DONNA BLACK, his wife, and  
GEORGE RICHEY and  
BARBARA RICHEY, his wife

\*

QUEEN ANNE'S COUNTY

MARYLAND

\*

EQUITY NO. 7506

DEFENDANTS

\* \* \* \* \*

AFFIDAVIT

I HEREBY CERTIFY, that on this 1st day of March, 1984, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Patrick E. Thompson, 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 Certified Mail to Albert Tano and Edvige Tano, et al, mortgagors, 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.



*Teresa L. Oertly*  
Notary Public

My Commission Expires: July 1, 1986

FILED  
CIRCUIT COURT  
QUEEN ANNE'S CO.

THOMAS R. THOMPSON  
ATTORNEY AT LAW  
100 LAWYERS ROW.  
CENTREVILLE, MARYLAND  
21017

LAW OFFICES  
**TURNER & THOMPSON**  
100 LAWYERS ROW  
CENTREVILLE, MARYLAND 21017

EDWARD TURNER  
PATRICK E. THOMPSON

TELEPHONE  
(301) 758-1705

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
#P28 9954569

February 8, 1984

Albert Tano and Edvige Tano, his wife  
Joseph S. Bello and Doris Bello, his wife  
Harry Ward and Rosina Ward, his wife  
David Black and Donna Black, his wife and  
George Richey and Barbara Richey, his wife  
c/o Albert and Edvige Tano, et al  
Route 2, Box 871  
Stevensville, MD 21666

Ladies and Gentlemen:

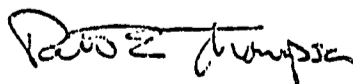
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Enclosed is a xerox copy of the advertisement appearing in the Queen Anne's Record Observer, a newspaper published in and for Queen Anne's County, Maryland, setting forth the particulars.

It is obviously in your best interest to have your property sold at the highest possible price. To achieve this goal, it is recommended that your property, including the interior, be open for inspection by prospective bidders on February 25, 1984, between 8:00 a.m. and 10:00 p.m., and that it be displayed in the best possible condition.

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

Very truly yours,



Patrick E. Thompson

PET/tlo  
Enclosures

cc: Circuit Court for Queen Anne's County, Maryland  
Equity No. 7506  
Mr. and Mrs. Thomas E. Pierson

18 FEB 8 1984

P28 9954569

RECEIPT FOR CERTIFIED MAIL

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

**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..... 60¢  
 Show to whom, date and address of delivery.....  
 RESTRICTED DELIVERY  
 Show to whom and date delivered.....  
 RESTRICTED DELIVERY.  
 Show to whom, date, and address of delivery.....

(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO:  
 Albert and Edvige Tano, et al  
 Route 2, Box 871  
 Stevensville, MD 21666

3. ARTICLE DESCRIPTION:  
 REGISTERED NO. CERTIFIED NO. INSURED NO.  
 125 4154569

(Always obtain signature of addressee or agent)

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

4. DATE OF DELIVERY 2/12/81

5. AGENCY USE (Complete only if requested)

6. UNABLE TO DELIVER REASON: OFFICER'S INITIALS

SENT TO  
 Albert and Edvige Tano, et al  
 STREET AND NO.  
 Route 2, Box 871  
 P.O., STATE AND ZIP CODE  
 Stevensville, MD 21666

POSTAGE	\$ .26
CERTIFIED FEE	.75
SPECIAL DELIVERY	
RESTRICTED DELIVERY	
OPTIONAL SERVICES	
RETURN RECEIPT SERVICE	.60
SHOW TO WHOM AND DATE DELIVERED	
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	
TOTAL POSTAGE AND FEES	\$ 1.65

POSTMARK OR DATE  
 FEB 12 1981

Re: Pearson  
 PS Form 3800, Apr. 1976



ORDER NISI ON SALE

PATRICK E. THOMPSON, Assignee

vs.

ALBERT TANO, et al.

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

Cause No. 7506

ORDERED, this 1st day of March, 1984, that  
the sale of the real property, made and reported in this cause by  
Patrick E. Thompson, Assignee, be ratified and confirmed,  
on or after the 3rd day of April, 1984, 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 March, 1984.

The report states the amount of sales to be \$ 15,200.00.

Terrence H. McKin Clerk

Filed March 1, 1984

Centre ville, Md. 3/21 19 84

**We Hereby Certify**

That the annexed advertisement of Order Nisi - Albert Tano, et al 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 March 19 84.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 7th day of March 19 84, and the last insertion on the 21st day of March 19 84.

Publishers, Record Observer

Per *Marguerite W. Menkin*

BY: Patricia M. ...  
...

**ORDER NISI  
ON SALE  
PATRICK E. THOMPSON,  
Assignee  
vs.  
ALBERT TANO, et al.**  
In the Circuit Court  
for  
Queen Anne's County  
In Equity  
Cause No. 7508  
ORDERED, this 1st day of March, 1984, that the sale of the real property, made and reported in this cause by Patrick E. Thompson, Assignee, be ratified and confirmed, on or after the 3rd day of April, 1984, 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 27th day of March, 1984.  
The report states the amount of sales to be \$15,200.00  
Marguerite W. Menkin  
Clerk  
True Copy, Test:  
Marguerite W. Menkin  
Clerk  
By: Betty M. Comegys  
Deputy Clerk  
Filed March 1, 1984  
RB-3-7-31-07

PATRICK E. THOMPSON, Assignee

VS.

ALBERT TANO, et al.

IN THE

CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

EQUITY NO. 7506

\* \* \* \* \*

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this *6th* day of *April*, 1984, by the Circuit Court for Queen Anne's County, that the sale of the real estate made and reported in this cause by Patrick E. Thompson, 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 Patrick E. Thompson, Assignee, is allowed the usual commissions and such proper expenses, not personal, as he shall produce vouchers therefore to the Auditor.

*Carlton C. Carlin*  
\_\_\_\_\_  
JUDGE

APR 11 1984  
COURT

PATRICK E. THOMPSON  
ATTORNEY AT LAW  
100 LAWYER ROW  
CENTREVILLE, MARYLAND  
21037

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

PATRICK E. THOMPSON :  
 Plaintiff :  
 v. : Chancery #7506  
 ALBERT TANO, et al :  
 Defendants :

AUDITOR'S ACCOUNT

<b>PROCEEDS OF FORECLOSURE SALE</b>			
Sale Price, as reported		\$ 15,200.00	
Interest (See Note A)			
Sewer		47.50	
Rent		255.00	
Real property taxes \$ 270.64			
from 02/26 to 06/30/84			
126 days @ \$ .74		<u>93.24</u>	
<b>GROSS AMOUNT AVAILABLE FOR DISTRIBUTION</b>			<b>\$ 15,595.74</b>
COMMISSIONS, payable to Fiduciary	\$	910.00	
ATTORNEY FEE, per Mortgage		250.00	
<b>EXPENSES OF SALE</b>			
Court costs	\$	169.50	
Advertising			
Notice(s) of sale		309.75	
Report of sale		57.75	
Bond premium		30.00	
Auctioneer's fee		38.00	
Real property taxes paid		270.64	
Certified mail		<u>1.55</u>	
			877.19
<b>AUDITOR'S FEE AND COSTS</b>			
Fee for audit	\$	45.00	
Postage & copies		<u>4.40</u>	
			<u>2,086.59-</u>
<b>NET AMOUNT AVAILABLE FOR DISTRIBUTION</b>			<b>\$ 13,509.15</b>
<b>INDEBTEDNESS DUE UNDER MORTGAGE</b>			
Principal per Statement of Debt	\$	20,785.31-	
Interest to 12/12/83, per Statement		675.84-	
Interest on principal at 09%			
12/13/83 to 02/25/84 75 days @ \$ 5.13		<u>384.75-</u>	
			\$ 21,845.90-
<b>NET CREDIT FROM CREDITOR/PURCHASER</b>			
on 02/25/84 (See Note A)			<u>13,509.15</u>
<b>BALANCE OWED BY DEBTORS after credit</b>			\$ 8,336.75-
<b>INTEREST 02/26/84 to 04/25/84</b>			
60 days @ \$ 2.06			<u>123.60-</u>
<b>DEFICIT</b>			\$ 8,460.35-

Note A: Net amount used by Creditor to discharge responsibilities as sale purchaser for deposit and pre-settlement interest credited as of date of sale in accordance with Weismiller v. Bush, 56 Md.App. 593, and the Report Filed in Chancery #7107, which is incorporated by reference in this Audit.

Note B: Taxes adjusted to date of sale, per advertisement.

NOTICE

The attached Account was filed on May 22, 1984. 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 #7506. 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 May 22, 1984, 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:

Patrick E. Thompson, Esquire  
109 Lawyer's Row  
Centreville, Maryland 21617

Albert Tano  
c/o Albert & Edvige Tano etal.  
Route 2, Box 871  
Stevensville, Maryland 21666

Edvige Tano  
c/o Albert & Edvige Tano etal.  
Route 2, Box 871  
Stevensville, Maryland 21666

Joseph S. Bello  
c/o Albert & Edvige Tano etal.  
Route 2, Box 871  
Stevensville, Maryland 21666

Doris Bello  
c/o Albert & Edvige Tano etal.  
Route 2, Box 871  
Stevensville, Maryland 21666

Harry Ward  
c/o Albert & Edvige Tano etal.  
Route 2, Box 871  
Stevensville, Maryland 21666

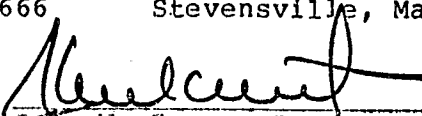
Rosina Ward  
c/o Albert & Edvige Tano etal.  
Route 2, Box 871  
Stevensville, Maryland 21666

David Black  
c/o Albert & Edvige Tano etal.  
Route 2, Box 871  
Stevensville, Maryland 21666

Donna Black  
c/o Albert & Edvige Tano etal.  
Route 2, Box 871  
Stevensville, Maryland 21666

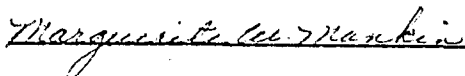
George Richey  
c/o Albert & Edvige Tano etal.  
Route 2, Box 871  
Stevensville, Maryland 21666

Barbara Richey  
c/o Albert & Edvige Tano etal.  
Route 2, Box 871  
Stevensville, Maryland 21666

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

NISI RATIFICATION OF AUDIT

ORDERED this 22nd day of May, 1984, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 6th day of June, 1984, 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 22, 1984

PATRICK E. THOMPSON, Assignee

PLAINTIFF

VS.

ALBERT TANO, et al.

DEFENDANTS

IN THE

CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

MARYLAND

EQUITY NO. 7506

\* \* \* \* \*

MOTION FOR DECREE IN PERSONAM MAY 31-84 \* 24882 \*\*\*\*\*10 00  
MAY 31-84 A 224882 \*\*\*\*\*10 00

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

The motion of Thomas E. Pierson and Lorraine J. Pierson, his wife, Mortgagees in the above entitled cause respectfully shows:

That there still remains due and unsatisfied to your Petitioners upon the mortgage claim in the above entitled cause the sum of EIGHT THOUSAND FOUR HUNDRED SIXTY DOLLARS AND THIRTY-FIVE CENTS (\$8,460.35), as found and determined by the auditor's account herein, which said account has been, by this Court, finally ratified on the 22nd day of May, 1984, as will appear by reference to the said account, which is hereby prayed to be taken as part hereof.

That under the provisions of Rule W 75 of the Maryland Rules of Procedure, your Petitioners are entitled to a decree in personam for the said sum of EIGHT THOUSAND FOUR HUNDRED SIXTY DOLLARS AND THIRTY-FIVE CENTS (\$8,460.35) against the said Albert Tano and Edvige Tano, his wife, and Joseph S. Bello and Doris Bello, his wife, being entitled to maintain an action at law against said Mortgagors upon the covenants contained in the mortgage filed in this case for the residue of the mortgage debt remaining unpaid and unsatisfied as aforesaid.

WHEREFORE, your Petitioners pray and move for a decree in personam for the said sum of EIGHT THOUSAND FOUR HUNDRED SIXTY DOLLARS AND THIRTY-FIVE CENTS (\$8,460.35) against the said Albert Tano and Edvige Tano, his wife, and Joseph S. Bello and Doris Bello, his wife, upon due notice being given by summons or otherwise as the Court may direct to the said Albert Tano and Edvige Tano, his wife, and Joseph S. Bello and Doris Bello, his wife.

AND, AS IN DUTY BOUND, ETC.

PATRICK E. THOMPSON  
ATTORNEYS AT LAW  
109 LAWYERS ROW  
CENTREVILLE, MARYLAND  
21617

*Patrick E. Thompson*  
Patrick E. Thompson  
Attorney for Mortgagees  
109 Lawyers Row  
Centreville, MD 21617  
(301) 758-1795

QUEEN ANNE'S COUNTY

LAW OFFICES  
**TURNER & THOMPSON**  
100 LAWYERS ROW  
CENTREVILLE, MARYLAND 21017

EDWARD TURNER  
PATRICK E. THOMPSON

TELEPHONE  
(301) 750-1705

May 31, 1984

Clerk of the Circuit Court for  
Queen Anne's County  
Courthouse  
Centreville, MD 21617

Re: Motion for Decree in Personam  
Equity No. 7506

Madam Clerk:

Please have the Sheriff serve the persons named below at the addresses shown regarding the above referenced matter.

Albert Tano and Edvige Tano, his wife  
Post Office Box 475  
Stevensville, MD 21666

and

Joseph S. Bello and Doris Bello, his wife  
Route 3, Love Point Road  
Stevensville, MD 21666

Very truly yours,

*Patrick E. Thompson*

Patrick E. Thompson, Assignee

PET/tlo

MAY 31 1984  
COURT CLERK

MAY 16 1984

PATRICK E. THOMPSON, Assignee

PLAINTIFF

VS.

ALBERT TANO, et al.

DEFENDANTS

\*

\*

\* \* \* \* \*

IN THE

CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

MARYLAND

EQUITY NO. 7506

ORDER

The foregoing Motion having been read and considered, it is thereupon ORDERED by the Circuit Court for Queen Anne's County, this 5th day of June, 1984, that the Clerk of this Court is hereby directed to issue the writ of summons <sup>with a July Return Day</sup> directing ALBERT TANO and EDVIGI TANO, his wife, and JOSEPH S. BELLO and DORIS BELLO, his wife, to file on or before the 19th day of July, 1984, a written answer or other defense, if any there be, to the Motion for Decree in Personam.

Caplan  
JUDGE

1984 JUN 13 11 30 AM  
QUEEN ANNE'S COUNTY

TURNER & THOMPSON  
ATTORNEYS AT LAW  
100 LAWYER ROW  
GENEVA VILLE, MARYLAND  
21612



PATRICK E. THOMPSON

vs.

ALBERT TANO, et al.

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7506  
\*  
\*  
\*

FINAL RATIFICATION OF AUDIT

ORDERED this 8th day of June, 1984,  
by the Court that the account of the Auditor is finally ratified and  
confirmed, and Patrick E. Thompson, Assignee/~~Trustee~~<sup>XXXXXXXX</sup>,  
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 June 8, 1984

DAVID C. BRYAN  
111 Lawyers Row  
Centreville, Maryland 21617  
Attorney Named  
In Mortgage

v.

Kenneth Robert Phillips  
Martha Ellen Phillips  
Bay City, Box 5-13  
Stevensville, Md 21666  
Mortgagors

\* In The Circuit Court  
\*  
\* For Queen Anne's County  
\*  
\* In Equity  
\*  
\* No. 7583

Apr 18 23044 A LC \*\*\*60.00  
Apr 18 84 23044 \*\*\*\*\*60.00

\* \* \* \* \*

ORDER TO DOCKET SUIT

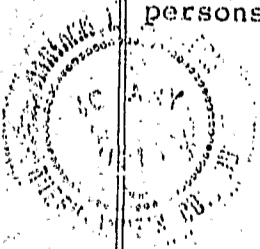
Marguerite W. Mankin, Clerk:

You will please docket suit as per the above titling for foreclosure of the mortgage from Kenneth Robert Phillips and Martha Ellen Phillips, his wife, to The Centreville National Bank of Maryland, dated November 19, 1982, and recorded among the land records of Queen Anne's County, Maryland in Liber M.W.M. No. 190, folio 477, in which the said David C. Bryan is specifically authorized to exercise the power of sale therein contained; default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the note secured by said mortgage, and you will file in said suit the original 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 18<sup>th</sup> day of April, 1984, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David C. Bryan, Attorney Named in Mortgage and made oath in due form of law that Kenneth Robert Phillips and Martha Ellen Phillips, 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.



Theresa L. Rawston  
Notary Public  
My Commission Expires: 7/1/86

DOCUMENT NO: 110,579

This Mortgage, made this 19<sup>th</sup> day of November, 1982, by and between KENNETH ROBERT PHILLIPS and MARTHA ELLEN PHILLIPS, his wife, hereinafter called "Mortgagors", parties of the first part; and THE CENTREVILLE NATIONAL BANK OF MARYLAND, a national banking association, hereinafter called "Mortgagee", party of the second part;

WHEREAS, the Mortgagors are jointly and severally indebted unto the Mortgagee in the full and just sum of THIRTY ONE THOUSAND EIGHT HUNDRED DOLLARS (\$31,800.00), for money this day lent and advanced to the Mortgagors, as represented by a promissory note for the said sum of THIRTY ONE THOUSAND EIGHT HUNDRED DOLLARS (\$31,800.00), bearing even date herewith and payable at the banking house of said body corporate in Stevensville, Queen Anne's County, Maryland, with interest thereon from the date hereof at the rate of thirteen per centum (13%) 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 \$372.57 each, including interest, shall commence on the 19<sup>th</sup> day of December, 1982, and shall be due on the 19<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, with interest to cease on the principal indebtedness so prepaid; provided, however, that all prepayments of principal shall be accompanied by the payment of all interest accruing to the date of such prepayment. 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 ONE THOUSAND EIGHT HUNDRED DOLLARS (\$31,800.00), 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 Kenneth Robert Phillips and Martha Ellen Phillips, his wife, do hereby grant and convey unto The Centreville National Bank of Maryland, a national banking association, its successors and assigns, in fee simple, all of the following described real estate, to wit:

PARCEL NO. 1

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, in the State of Maryland, set forth and shown on a plat entitled, "Bay City, Section One", by William D. Purdum, registered surveyor, dated July 15, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 5 folio 486, said lot being known and designated thereon as Lot No. 13, Block 5, Section 1, Bay City.

BEING the same lands granted and conveyed unto the said Mortgagors by deed from Marion W. Dill, et. ux., dated the 19th day of June, 1972, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 64 folio 650.

PARCEL NO. 2

ALL that part of a lot 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, "Bay City, Section One", by William D. Purdum, registered surveyor, dated July 15, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 5 folio 486, said lot being known and designated thereon as the westerly one-half of Lot No. 14, Block 5, Section 1, Bay City.

BEING the same lands granted and conveyed unto said Mortgagors by deed from Stephen M. Jenner, dated the 4th day of October, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 142 folio 359.

LIDA 190 PAGE 477

16 817

LIB. 180 478

SUBJECT, nevertheless, to the restrictive covenants and conditions contained in a deed and agreement from The Bridge-side Company to Robert F. Podlich, dated the 29th day of May, 1952, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 5 folio 122.

Should the title or equity of redemption in the mortgage property be acquired in whole or in part by voluntary or involuntary deed, grant or assignment by any person(s), firm or corporation or should the Mortgagors be declared insolvent or bankrupt, then this mortgage shall be in default, and the balance of the mortgage debt then due or to become due shall, at the election of the Mortgagee, be immediately due and payable unless such deed, grant or assignment shall first be consented to in writing by the Mortgagee. The Mortgagors shall not, without the prior written consent of the Mortgagee, further encumber this property by a mortgage or deed of trust.

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

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of the Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the Mortgagors shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by the Mortgagors in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all the terms, covenants and conditions of this mortgage and the note secured hereby, including the payment of any late charges, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

THE MORTGAGORS JOINTLY AND SEVERALLY HEREBY COVENANT:

a. That they warrant specially the property hereby conveyed; that they are seized thereof in fee simple and have a right to convey the same; that they have done no act to encumber the same; that they will execute such further assurances thereof as may be requisite.

b. That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagors by voluntary or involuntary grant or assignment or in any other manner without the Mortgagee's written consent, or should they default on any note, bond, mortgage or deed of trust secured by or securing a prior lien upon the herein mortgaged property; or should the same be further encumbered by the Mortgagors, their or its successors, heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum at the option of the Mortgagee shall immediately become due and owing as herein provided.

c. That they will pay or cause to be paid when due the principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest, thereon, and all other sums payable by them in accordance with the terms of this mortgage and note secured hereby, or any renewals or extensions, and that they hereby expressly waive the benefit of all exemptions, homestead or otherwise, under the laws of this or any other state, and agree to pay the debt without any offset whatsoever.

d. That they will pay when due all taxes, liens, judgments, or assessments, heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed, or any part thereof.

e. That they will keep all improvements now or hereinafter located on the premises in good repair; that they will maintain and work the premises hereby conveyed in a good and husbandlike manner; that they will commit no waste; that they will not cut or remove or permit to be cut or removed any wood or timber from said premises without the written consent of the Mortgagee, and that they will make all proper renewals, replacements and additions to the property, and not tear down the improvements or materially change them or permit them to be torn down or materially changed without the prior written consent of the Mortgagee.

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.

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 at its interest may appear. At the option of the Mortgagors, and subject to the consent of the Mortgagee, sums so received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

g. If the Mortgagee shall incur any expense or expend any sums, including reasonable attorney's fees, whether in connection with or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title of the property, all such sums shall on notice and demand be paid by the Mortgagors, together with interest thereon at the current rate hereunder and shall be a lien on the premises secured by this mortgage.

h. That in the event the Mortgagors fail to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property hereby conveyed, or fail to maintain insurance as hereinbefore provided, the Mortgagee may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the current rate hereunder until paid, and be secured by the lien of this mortgage.

THE PARTIES HERETO FURTHER COVENANT AND AGREE:

1. Upon any default in any of the covenants of this mortgage, the Mortgagors in accordance with Subtitle W of the Maryland Rules of Procedure, or any other general or local rules, regulations or laws of the State of Maryland relating to mortgages, including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, do hereby (a) declare their assent of the passage of a decree for the sale of the property; and (b) authorize the Mortgagee, its successors or assigns, or David C. Bryan, its attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the assent to a decree or power of sale, may be made by the person or persons authorized to sell either as an entirety or in such separate parcels and on such terms and at such places and in such manner as they may deem advisable.

2. Upon any sale of the property under this mortgage, whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of such sale shall be applied as follows: First, to the payment of all expenses incident to the sale including a counsel fee of Two Hundred Fifty Dollars (\$250.00) for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the Mortgagee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making the sale equal to the commissions allowed trustees for making sales of property under decrees of the equity court having jurisdiction, and also any liens prior to the lien of this mortgage unless the sale is made subject to such prior liens; Second, to the payment of all claims of the Mortgagee hereunder, whether they have matured or not, with interest thereon until final ratification of the auditor's report; Third, the balance, if any, to the Mortgagors or to any person or persons entitled thereto, upon the surrender of the property to the purchaser, less any expenses incurred in obtaining possession.

LIBR 130 481

13 851

10. The covenants, agreements, conditions and limitations of or imposed upon the Mortgagors, shall be binding upon their respective heirs, personal representatives, successors and assigns.

11. Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

WITNESS the signatures and seals of the Mortgagors.

WITNESS:

Mary Catherine Queenberry Kenneth Robert Phillips (SEAL)  
Kenneth Robert Phillips

Mary Catherine Queenberry Martha Ellen Phillips (SEAL)  
Martha Ellen Phillips

CLERK  
1982 NOV 19 PM 3:58  
QUEEN ANNE'S COUNTY

NOV 19 82 \* 21697 \*\*\*\*16 10  
NOV 19 82 A #21697 \*\*\*\*16 20  
NOV 19 82 A #21696K \*\*\*\*\* 50  
NOV 19 82 A #21695 \*\*\*\*\* 00

STATE OF MARYLAND

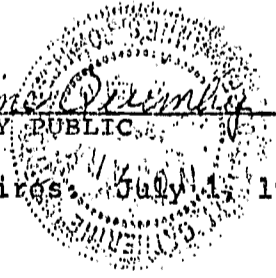
to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 19th day of November, 1982, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Kenneth Robert Phillips and Martha Ellen Phillips, his wife, and they did each acknowledge the foregoing Mortgage to be their act and that they executed the same for the purposes therein contained; and at the same time personally appeared Thurman Jefferson, Branch Manager, of said Mortgagee, and he did make oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth, (and further made oath that the actual money advanced at the closing transaction by the secured party was 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 party secured by the foregoing mortgage and as such is duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Mary Catherine Queenberry  
NOTARY PUBLIC  
My Commission Expires: July 1, 1986





*J.P. Z.W.H.*

079006-80

M-883

PROMISSORY NOTE

\$31,800.00

ADDRESS OF MAKER:

Bay City, Box 513  
Stevensville, Maryland 21666

DATE: December 19, 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 Stevensville, Queen Anne's County, State of Maryland, the sum of THIRTY ONE THOUSAND EIGHT HUNDRED DOLLARS (\$31,800.00), with interest from the date hereof at the rate of thirteen per centum (13%) per annum. Said indebtedness and the interest to accrue thereon shall be paid in 240 equal, consecutive, monthly installments of \$372.57 each, commencing on the 19<sup>th</sup> day of December, 1982, and thereafter on the 19<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, either 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. *19.63*

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 or 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 of Queen Anne's County, State of Maryland, being known as Lot 13 and the westerly one-half of Lot 14, Block 5, Section 1, Bay City.

WITNESS:

*J.P. Z.W.H.*

Kenneth Robert Phillips (SEAL)

*J.P. Z.W.H.*

Martha Ellen Phillips (SEAL)  
Martha Ellen Phillips

Book  
11-22-82

DAVID C. BRYAN  
111 Lawyers Row  
Centreville, Maryland 21617  
Attorney Named  
In Mortgage

v.

Kenneth Robert Phillips  
Martha Ellen Phillips  
Bay City, Box 5-13  
Stevensville, Maryland 21666  
Mortgagor

\* In The Circuit Court  
\*  
\* For Queen Anne's County  
\*  
\* In Equity  
\*  
\* No. 7523

\* \* \* \* \*

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated November 19, 1984 in  
the gross amount of \$31,800.00 by Kenneth Robert Phillips  
and Martha Ellen Phillips, his wife, to The Centreville  
National Bank of Maryland \$31,767.21

With earned interest through 4/18/84 3,151.63

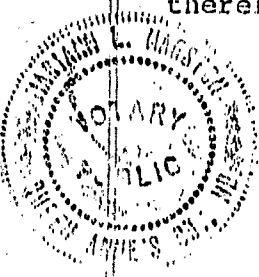
Late charges 279.45

Total \$35,198.29

Per diem interest rate \$11.31

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

This is to certify that on this 18<sup>th</sup> day of  
April, 1984, 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 Kenneth Robert Phillips and Martha Ellen  
Phillips, his wife, under the above described mortgage note  
is true to the best of his knowledge and belief, and there  
is no credit due thereon, except as shown, nor any security  
therefor except the said mortgage.



Thomas L. Rawston  
Notary Public  
My Commission Expires: 7/1/86

STATE OF MARYLAND )  
QUEEN ANNE'S COUNTY )

TO WIT:

#7583

KNOW ALL MEN BY THESE PRESENTS, That we, David C. Bryan of Queen Anne's County, State of Maryland, and the 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 Thirty-Five Thousand Dollars (\$35,000.00), 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 19<sup>th</sup> day of April, 1984;

WHEREAS, the above bounded principal, by virtue of the power contained in the mortgage from Kenneth Robert Phillips and Martha Ellen Phillips, his wife to The Centreville National Bank of Maryland dated November 19, 1982 and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber M.W.M. No. 190, folio 477, in which the principal is specifically authorized to exercise the power of sale therein contained for collection, and he is about to sell the land and premises in said mortgage, default, having been made in the payment of the money as specified and in the conditions and covenants therein contained.

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

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

SIGNED, SEALED and DELIVERED  
IN THE PRESENCE OF

Thomas L. Traister David C. Bryan (SEAL)  
David C. Bryan, Attorney Named  
in Mortgage

CERTIFIED COPY OF  
POWER OF ATTORNEY  
ATTACHED

ATTEST:

Selected Risks

James J. Bennett By: Julius J. Bennett  
Attorney in Fact



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

IN TESTIMONY WHEREOF, I hereunto  
subscribe my name and affix the  
Seal of the Circuit Court for  
Queen Anne's County, this 14th  
day of May, 1984.

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

DAVID C. BRYAN  
111 Lawyers Row  
Centreville, Maryland 21617  
Attorney Named  
In Mortgage

v.

KENNETH ROBERT PHILLIPS  
MARTHA ELLEN PHILLIPS  
Bay City, Box 5-13  
Stevensville, Md 21666  
Mortgagors

\* In The Circuit Court  
\*  
\* For Queen Anne's County  
\*  
\* In Equity  
\*  
\* No. 7583  
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AFFIDAVIT

I HEREBY CERTIFY, that on this 18th day of May, 1984, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared David C. Bryan, Attorney Named in Mortgage, and made oath in due form of law that notice of the time, place and terms of sale in this cause was duly sent by registered mail to Kenneth Robert Phillips and Martha Ellen Phillips, his wife, mortgagors and present record holders of the property to be sold, at their last known address as prescribed by Rule W 74a (2) (c) of the Maryland Rules of Procedure and Section 7-105 of the Real Property Article of the Annotated Code of Maryland.

James S. Pitzer  
Notary Public  
My Commission Expires: 7/1/86



FILED  
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. 7583
	*	
KENNETH ROBERT PHILLIPS	*	
MARTHA ELLEN PHILLIPS	*	
Bay City, Box 5-13	*	
Stevensville, Md 21666	*	
Mortgagors	*	
* * * * *	*	* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of David C. Bryan, Attorney Named in Mortgage, from Kenneth Robert Phillips and Martha Ellen Phillips, his wife, to The Centreville National Bank of Maryland, dated November 19, 1982, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 190, folio 477, 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 Thirty-Five Thousand Dollars (\$35,000.00), containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Queen Anne's Record Observer, a newspaper published in said County at least once each week for three (3) 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 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 Courthouse door, in the Town of Centreville, Queen Anne's County, Maryland, at the hour of 10:00 A.M., Eastern Time, on May 18, 1984, 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

Arthur P. Lundberg and Isabelle K. Lundberg, being then and there the highest bidder(s) therefor, at and for the sum of Forty Thousand Dollars (\$40,000.00).

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

This report states the amount of sale to be Forty Thousand Dollars (\$40,000.00).

Respectfully submitted,

*David C. Bryan*  
David C. Bryan  
Attorney Named In Mortgage

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

*May* I hereby certify, that on this 18<sup>th</sup> day of May, 1984, 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 April 18, 1984, and that the status of the party mentioned in said affidavit is the same as it was on the date of the filing of said affidavit.



*Thomas L. Hawley*  
Notary Public  
My Commission Expires: 7/1/86

Centreville, Md. 5/16 19 84

**We Hereby Certify**That the annexed advertisement of  
Sale - Phillipswas 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 84.And that the first insertion of said ad-  
vertisement in the said RECORDOBSERVER/BAY TIMES was on the  
2nd day of May19 84, and the last insertion on the  
16th day of May19 84.

Publishers, Record Observer

Per David C. Bryan**Attorney's Sale**OF  
VALUABLE FEE SIMPLE REAL ESTATE  
RESIDENCE IN BAY CITY

Under and by virtue of the power of sale contained in the mortgage from Kenneth Robert Phillips and Martha Ellen Phillips, his wife, to the Centreville National Bank of Maryland dated November 19, 1982, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 190, folio 477; 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 10:00 o'clock A.M., Eastern Time, on

**Fri., May 18, 1984**

the following described real estate, to wit:

ALL those lots or parcels of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled, "Bay City, Section One", by William D. Purdum, registered surveyor, dated July 15, 1952, and recorded among the land records of Queen Anne's County in Liber T.S.P. No. 5, folio 486, being more particularly known and designated as Lot 13 and the westerly one-half (1/2) of Lot 14, Block 5, Section 1, Bay City.

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: These lots are improved by a one and one-half (1-1/2) story residence with pressed board and aluminum siding, asphalt shingles, electric baseboard heat, the first floor containing a kitchen, utility room, living room, two bedrooms and two baths. There is a large unfinished attic which could be two additional bedrooms and bath. There is an open porch and dormer window on the front of the residence.

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 thirteen percent (13%) from day of sale to day of settlement, or all cash on the day of sale as the purchaser(s) may elect. The deed for the property will be executed by the undersigned upon ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including the 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 is" condition.

DAVID C. BRYAN  
Attorney Named in Mortgage  
111 Lewyers Row  
Centreville, Maryland 21617  
Telephone: 301-758-1643

Joseph A. Jackson, Jr.  
Auctioneer

RB-5-2-31-053



DAVID C. BRYAN  
 111 Lawyers Row  
 Centreville, Maryland 21617  
 Attorney Named  
 In Mortgage

v.

KENNETH ROBERT PHILLIPS  
 MARTHA ELLEN PHILLIPS  
 Bay City, Box 5-13  
 Stevensville, Md 21666  
 Mortgagees

\* \* \* \* \*

\* In The Circuit Court  
 \*  
 \* For Queen Anne's County  
 \*  
 \* In Equity  
 \*  
 \* No. 7583

CERTIFICATE OF AUCTIONEER

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

ALL those lots or parcels of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, being known and designated as Lot No. 13 and the westerly one-half (1/2) of Lot No. 14, Block 5, Section 1, Bay City.

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 May 18, 1984, beginning at the hour of 10:00 A.M., Eastern Time, unto

ARTHUR P. LUNDBERG and ISABELLE K. LUNDBERG,

at and for the sum of FORTY THOUSAND  
 Dollars (\$40,000.00).

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

CLERK OF THE COURT  
 QUEEN ANNE'S COUNTY

DAVID C. BRYAN  
111 Lawyers Row  
Centreville, Maryland 21617  
Attorney Named  
In Mortgage

\* In The Circuit Court  
\*  
\* For Queen Anne's County  
\*  
\* In Equity  
\*  
\* No. 7583

v.

KENNETH ROBERT PHILLIPS  
MARTHA ELLEN PHILLIPS  
Bay City, Box 5-13  
Stevensville, Md 21666  
Mortgagors

\* \* \* \* \*

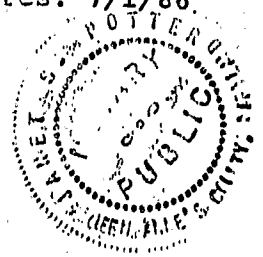
AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 18th day of May, 1984, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared ARTHUR P. LUNDBERG purchaser(s) at the foreclosure sale of this cause and being duly authorized so to do, made oath in due form of law that he purchased all that 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 ARTHUR P. LUNDBERG AND ISABELLE K. LUNDBERG), 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.

James S. Potter  
Notary Public  
My Commission Expires: 7/1/86.



ORDER NISI ON SALE

DAVID C. BRYAN, Attorney named in  
Mortgage

vs.

KENNETH ROBERT PHILLIPS  
MARTHA ELLEN PHILLIPS

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

Cause No. 7583

ORDERED, this 18th day of May, 1984, that  
the sale of the real property, made and reported in this cause by  
David C. Bryan, Attorney, be ratified and confirmed,  
on or after the 18th day of June, 1984, 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 June, 1984.

The report states the amount of sales to be \$40,000.00.

Marguerite H. Mankin Clerk

Filed May 18, 1984

Centreville, Md. 6/6 19 84

**We Hereby Certify**That the annexed advertisement of  
Order Nisi Phillipswas published in the **RECORD  
OBSERVER**, a newspaper published

in Queen Anne's County, Maryland, once

in each of 3 successive weeks beforethe 11th day of June 19 84

And that the first insertion of said ad-

vertisement in the said **RECORD****OBSERVER** was on the 23rd day ofMay 19 84, and the lastinsertion on the 6th day ofJune 19 84

Publishers, Record Observer

Per *Margaret A. Mankin**Filed June 18, 1984***ORDER NISI  
ON SALE  
DAVID C. BRYAN  
Attorney named in  
Mortgage****vs.  
KENNETH ROBERT  
PHILLIPS and MARTHA  
ELLEN PHILLIPS****In the Circuit Court****for****Queen Anne's County  
In Equity****Cause No. 7583****ORDERED**, this 18th day  
of May, 1984, that the sale  
of the real property, made  
and reported in this cause  
by David C. Bryan, At-  
torney, be ratified and  
confirmed, on or after the  
18th day of June, 1984,  
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 11th day of  
June, 1984.The report states the  
amount of sales to be  
\$40,000.00Marguerite W. Mankin  
ClerkTrue Copy, Test:  
Marguerite W. Mankin  
ClerkBy: Betty M. Comegys  
Deputy Clerk

Filed May 18, 1984

RO 5-23-31-042

DAVID C. BRYAN  
111 Lawyers Row  
Centreville, Maryland 21617  
Attorney Named  
In Mortgage

v.

KENNETH ROBERT PHILLIPS  
MARTHA ELLEN PHILLIPS  
Bay City, Box 5-13  
Stevensville, Md 21666  
Mortgagors

\* \* \* \* \*

\* In The Circuit Court  
\*  
\* For Queen Anne's County  
\*  
\* In Equity  
\*  
\* No. 7583

FINAL ORDER OF RATIFICATION OF SALE

It is ORDERED, this 19th day of June,  
1984, 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.

*Clayton O. Carter*  
\_\_\_\_\_  
Judge

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

DAVID C. BRYAN :  
 Attorney Named in Mortgage :  
 v. : Chancery #7583  
 KENNETH ROBERT PHILLIPS and :  
 MARTHA ELLEN PHILLIPS :  
 Mortgagors :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		\$ 40,000.00	
Interest on \$ 35,000.00 @ 13%			
from 05/18/84 to 06/22/84			
35 days @ \$12.460 per day		436.10	
Real property taxes \$ 577.37			
from 06/22 to 06/30/84		<u>12.00</u>	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 40,448.10
COMMISSIONS, payable to Fiduciary	\$ 2,150.00		
ATTORNEY FEE, per Mortgage	250.00		
EXPENSES OF SALE			
Court costs	\$ 147.50		
Advertising			
Notices of sale	220.50		
Report of sale	60.39		
Bond premium	140.00		
Auctioneer's fee	100.00		
Notary fees	5.00		
Real property taxes paid	577.37		
Certified mail	<u>1.55</u>	1,252.31	
AUDITOR'S FEE AND COSTS			
Fee for audit	\$ 45.00		
Postage & copies	<u>1.20</u>	<u>46.20</u>	<u>3,698.51-</u>
NET AMOUNT AVAILABLE FOR DISTRIBUTION			\$ 36,749.59
INDEBTEDNESS DUE UNDER MORTGAGE			
Principal, per Statement of Debt	\$ 31,767.21-		
Interest to 04/18/84, per Statement	3,151.63-		
Late charges, per Statement	279.45-		
Interest on principal @ 13%			
04/19/84 to 07/17/84			
90 days @ \$11.31		<u>1,017.90-</u>	\$ 36,216.19-
AVAILABLE FOR DISTRIBUTION, as above			<u>36,749.59</u>
SURPLUS to be distributed to Mortgagors			\$ 533.40*

\* Plus interest on funds deposited by Fiduciary

JUL 22 PM 3:37  
 QUEEN ANNE'S COUNTY

NOTICE

The attached Account was filed on June 22, 1984. Exceptions to the Account must be filed within fifteen (15) days of that date. If timely exceptions are not filed, the Account may thereupon be ratified.

CERTIFICATE OF AUDITOR

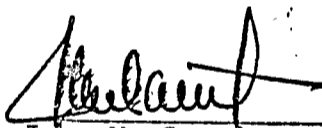
I hereby certify that I have examined the Suggested Account, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciary in Chancery Cause #7583. On the basis of the facts which appear upon the face of the proceedings and proofs submitted to me, it 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 June 22, 1984, 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, Esquire  
111 Lawyer's Row  
Centreville, Maryland 21617

Kenneth Robert Phillips  
Bay City, Box 5-13  
Stevensville, Maryland 21666

Martha Ellen Phillips  
Bay City, Box 5-13  
Stevensville, Maryland 21666



John W. Sause, Jr.  
Auditor

NISI RATIFICATION OF AUDIT

ORDERED this 22nd day of June, 1984, that the report and account filed in these proceedings by John W. Sause, Jr., Auditor, be ratified on or after the 10th day of July, 1984, 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.

Margaret H. Mankin Clerk

Filed: June 22, 1984

DAVID C. BRYAN, Attorney named  
in Mortgage

vs.

KENNETH ROBERT PHILLIPS, et al.

\* IN THE CIRCUIT COURT  
\* FOR QUEEN ANNE'S COUNTY  
\* IN EQUITY  
\* No. 7583

FINAL RATIFICATION OF AUDIT

ORDERED this 10th day of July, 1984,

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. Markin Clerk

Filed July 10, 1984