18 - 01

VACHEL A. DOWNES, JR. 115 Lawyers Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	SITTING IN EQUITY
	:	NO. 7412
JAMES K. JACKSON, JR. CAROLYN B. JACKSON, wife 37 Woodmoor Road Matapeake Estates Stevensville, Maryland 21666	:	

PETITION FOR SALE OF PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Vachel A. Downes, Jr., respectfully represents:

1. That on the 5th day of September, 1980, the Defendants, James K. Jackson, Jr. and Carolyn B. Jackson, his wife, as Mortgagors, did make, execute and deliver to Capital Savings and Loan Association, Inc., as Mortgagee, a certain mortgage, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 167 folio 561, encumbering certain property situate in Queen Anne's County, State of Maryland, therein described, to secure the repayment of certain moneys, with interest thereon, loaned and advanced by said Mortgagee unto said Mortgagors.

2. That by the terms of said mortgage, the Mortgagors and Defendants herein, did assent to the passage of a decree for the foreclosure sale of the property therein described, after default in any covenant or condition of said Mortgage, or the invocation of any other remedies permitted by applicable law, all as will more fully appear by reference to said mortgage, filed herein, marked "Petitioners Exhibit No. 1," and filed herewith as a part of this petition.

3. That default has occurred in the payment of principal and interest as provided by the terms of said mortgage, and notice has been duly given unto said Mortgagors as provided by Paragraph No. 18 thereof.

4. That Capital Savings and Loan Association, Inc., has forwarded this matter to your Petitioner for the purpose of foreclosure and it is requested that Vachel A. Downes, Jr., be appointed Trustee to sell the property.

WHEREFORE, your Petitioner prays that a decree may be passed for the sale of the property described in said mortgage in accordance with the terms of said mortgage and the Maryland Rules of Procedure.

CLERK'S OFFICE
1983 JUL -7 PM 1:05
QUEEN ANNE'S COUNTY

AND AS IN DUTY BOUND, ETC.

Vachel A. Downes, Jr.
Petitioner
115 Lawyers Row
Centreville, Maryland 21617
(Telephone: 301-758-0680)

STATE OF MARYLAND

COUNTY OF Queen Anne's TO WIT:

I HEREBY CERTIFY, that on this 7th day of July, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Caroline, personally appeared Vachel A. Downes, Jr., and he did make oath in due form of law that the matters and facts set forth in the aforegoing Petition are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Connie L. Hutson
NOTARY PUBLIC

My Commission Expires: 7-1-1986

DOCUMENT NO. 103,281 18 PAGE 03

Mortgage

THIS MORTGAGE, Made this 5th day of September , in the year Nineteen Hundred and Eighty , by and between

JAMES K. JACKSON, JR. and CAROLYN B. JACKSON, husband and wife,

of Queen Anne's County , in the State of Maryland, hereinafter called the Mortgagor, and CAPITAL SAVINGS AND LOAN ASSOCIATION, INC., a body corporate, duly incorporated, hereinafter called the Mortgagee,

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of SIXTY-TWO THOUSAND FOUR HUNDRED and 00/100---------- Dollars ($ 62,400.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of SIXTY-TWO THOUSAND FOUR HUNDRED and 00/100---------- Dollars ($ 62,400.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of Twelve per centum (12 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Six hundred Forty-one and 87/100-------- Dollars ($ 641.87), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of November , 1980 , and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

THE said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) 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 the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in the Fourth Election District of Queen Anne's County State of Maryland, and particularly described as follows:

BEING all that lot of ground situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, and being known and designated as Lot No. 37, Matapeake Estates, more particularly described on a plat entitled, "Matapeake Estates, Inc., Kent Island, Fourth Election District of Queen Anne's County, Maryland", by J. R. McCrone, Jr., Inc., registered surveyors and engineers, dated September, 1961, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 62, folio 552, and recorded among the Plat Records of Queen Anne's County in Plat Book T.S.P. No. 1, folio 83, the improvements thereon being known as No. 37 Woodmoor Road.

BEING the same lot of ground which by deed of even date and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto was granted and conveyed by Michael L. Bonner and Patricia A. Bonner, his wife, unto the herein named Mortgagors.

LIBER 187 PAGE 561

SEP 18-60 X 25058 15.00
SEP 18 60 A 25058 15.00

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, in fee simple.

PROVIDED, that if the said Mortgagor, his, her or their heirs, personal representatives, successors and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

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 shall 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.

THIS mortgage shall also secure future advances so far as is legally permissible under the Laws of the State of Maryland at the date hereof, and so far as may be legally permissible by any amendments, supplements or additions to the present law permitting such future advances.

AND the said Mortgagor does further covenant and agree:

1. To repay the indebtedness, together with interest, as herein provided.

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

AND the said Mortgagor does further covenant and agree that if the premises hereby mortgaged, or any part thereof, shall be damaged by fire or other hazard against which insurance is held, as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

3. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, private maintenance charges, and charges imposed by covenants, agreements and restrictions of record, for which the property hereby mortgaged may become liable when payable. The Mortgagee is hereby authorized to pay the same, and the amount so paid shall be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall hav[illegible] lien hereunder on said premises for [illegible] amount so paid, together with interest thereon.

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 persons or corporation, other than the Mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

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 instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. That this loan may be prepaid, in whole or in part/ ~~in an amount not less than one monthly instalment of principal, provided that two months' advance interest, at the then current rate, may be charged on that part of the aggregate amount of all prepayments made in any twelve month period which exceeds thirty-three and one-third per cent (33⅓%) of the original principal amount of the loan as consideration for the acceptance of such prepayment, provided that no such charge may be imposed after the expiration of three (3) years from the date hereof~~ without penalty.

9. To pay a late charge not to exceed the greater of Two Dollars ($2.00) or five per cent (5%) of the total amount of any delinquent or late periodic instalment of interest and principal which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof to cover the extra expense involved in handling delinquent payments.

10. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, personal representatives, successors and assigns, may retain possession of the hereby mortgaged property.

AND IT IS AGREED by the said Mortgagor that, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of One Hundred Dollars ($100.00) for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree of sale, or under the power of sale hereinafter authorized.

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 Paul Beall or James H. Whitney, its duly authorized Attorneys, 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 not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city 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. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Three Hundred Fifty Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or 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 such sale equal to the commission allowed trustees 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 matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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.

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 signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS:

John H. Dumler

James K. Jackson, Jr. (SEAL)

Carolyn B. Jackson (SEAL)

(SEAL)

(SEAL)

18 PAGE 06

LIBER 167 PAGE 504

STATE OF MARYLAND, , to wit:

I HEREBY CERTIFY, That on this day of , 19 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared

the above named Mortgagor(s), and acknowledged the foregoing Mortgage to be act.

~~On the same date also personally appeared Agent of the within body corporate, 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 amount of said mortgage loan has been paid over and disbursed pursuant hereto by the Mortgagee to either the mortgagor or the settling attorney or their respective agent, prior to the final and complete execution of this mortgage, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.~~

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

Notary Public

My commission expires

STATE OF MARYLAND, COUNTY OF HOWARD to wit:

I HEREBY CERTIFY, That on this 5th day of September ,1980 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James K. Jackson, Jr. and Carolyn B. Jackson, husband and wife the above named Mortgagor (s), and they acknowledged the foregoing Mortgage to be their act.

On the same date also personally appeared Charles F. Loos, President and , Agent of the within body corporate, 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 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 and delivery by the Borrower (s) of this Mortgage, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

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

My commission expires: July 1, 1980

John H. Dumler Notary Public

JOHN H. DUMLER NOTARY PUBLIC HOWARD CO., MD.

40103,281

1606

QUEEN ANNE'S COUNTY

Mortgage

FROM

JAMES K. JACKSON, JR. &

CAROLYN B. JACKSON, h/w

TO

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

BEALL, WHITNEY AND DUMLER
Attorneys at Law
1406 Fidelity Building
Baltimore, Maryland 21201

15.00 PM

File No. 21882-T

Property:

Lot 37, Matapeake Estates

k/a 37 Woodmoor Road

Description approved

Execution approved

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, SCT.
I HEREBY CERTIFY THAT
THIS Mtg WAS
RECEIVED FOR RECORD THIS 18th
DAY OF Sept 1980 AT 3:25 P.M.
RE AND RECORDED IN
LIBER MWM 167 Land
RECORD BOOK FOR QUEEN ANNE'S
COUNTY CLERK
Marguerite W. Manbin

18 MSE 07

VACHEL A. DOWNES, JR. 115 Lawyers Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY SITTING IN EQUITY
vs.	:	
JAMES K. JACKSON, JR. CAROLYN B. JACKSON, wife 37 Woodmoor Road Matapeake Estates Stevensville, Maryland 21666	:	NO. 7412

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND

COUNTY OF Queen Anne's TO WIT:

I HEREBY CERTIFY, that on this 7th day of July, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Caroline, personally appeared Vachel A. Downes, Jr., Petitioner as aforesaid, and made oath in due form of law that to the best of his knowledge, information and belief that the Defendants, James K. Jackson, Jr. and Carolyn B. Jackson, his wife, are not now in the military service of the United States of America as defined by the Soldier's and Sailors' Civil Relief Act of 1940, with the amendments thereto, or Chapter 710 of the Laws of Maryland, 1941, nor have they been in such military service within three (3) months prior hereto, that the Defendants reside at 37 Woodmoor Road, Matapeake Estates, Stevensville, Maryland (21666), that the Defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended, and that said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

AS WITNESS my hand and Notarial Seal.

Connie L. Nelson
NOTARY PUBLIC

My Commission Expires: 7-1-1986

CLERK OF CIRCUIT COURT
1983 JUL -7 PM 1:06
QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR. 115 Lawyers Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	SITTING IN EQUITY
	:	NO. 7412
JAMES K. JACKSON, JR. CAROLYN B. JACKSON, wife 37 Woodmoor Road Matapeake Estates Stevensville, Maryland 21666	:	

STATEMENT OF MORTGAGE DEBT

Principal balance due on loan	$ 61,825.84
Plus: (1) late charges due (4 months at $32.09)	128.36
(2) interest, thru 6-30-83 ($20.61 per diem)	3,091.30
Total due as of June 30, 1983	$ 65,045.50
Less: credit for balance in escrow	415.72
Balance due as of June 30, 1983	$ 64,629.78

STATE OF MARYLAND

TO WIT:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 7th day of July, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Caroline, personally appeared Vachel A. Downes, Jr., and made oath in due form of law that the matters and facts set forth in the aforegoing Statement of Indebtedness are true and correct to the best of his knowledge, information and belief and that the aforegoing is a just and true statement of the amount of claim under the mortgage filed in said cause now remaining due and unpaid.

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

Connie R. Hutson
NOTARY PUBLIC

My Commission Expires: 7/1/1986

RECEIVED
CLERK, CIRCUIT COURT
1983 JUL -7 PM 1:06
QUEEN ANNE'S COUNTY

18 205 09

VACHEL A. DOWNES, JR.	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY,
JAMES K. JACKSON, JR. and CAROLYN B. JACKSON, wife	:	SITTING IN EQUITY
	:	NO. 7412

DECREE FOR SALE OF MORTGAGED PREMISES

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

It is thereupon, this 11th day of July, in the year nineteen hundred and eighty-three, 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 Vachel A. Downes, Jr. be and he is hereby appointed Trustee to make said sale, and that the course and manner of the proceedings shall be as follows: (1) before making a sale of the mortgaged property, (a) he shall file with the Clerk of this Court, a bond to the State of Maryland, approved pursuant to Md. Rule H 2, to abide by any court order which may be made in relation to the sale of the mortgaged property, or the proceeds thereof, and (b) he shall give notice of the time, place and terms thereof by advertisement pursuant to Md. Rule W 74 2 (b); (2) as soon as practicable after any such sale, and in no event more than 30 days after the date thereof, the Trustee shall render to this Court a full and particular account of the proceedings relative to the sale, with an affidavit of the fairness of the sale and of the truth of the report annexed thereto; (3) after complying with Md. Rule BR 6 b. 3. and obtaining the Court's ratification of the sale, and on pay-

CLERK'S
1983 JUL 11 PM 1:45
QUEEN ANNE'S COUNTY

ment 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 (b) 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.

Taylor D. Carter
Judge

18 AUG 11

VACHEL A. DOWNES, JR. 115 Lawyers Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
	:	SITTING IN EQUITY
JAMES K. JACKSON, JR. CAROLYN B. JACKSON, wife 37 Woodmoor Road Matapeake Estates Stevensville, Maryland	:	NO. 7412

AMENDED STATEMENT OF MORTGAGE DEBT

Principal balance due on loan	$61,825.84
Plus: (1) late charges due (4 months at $32.09)	288.81
(2) interest, thru 11-15-1983 ($20.61 per diem)	5,873.49
TOTAL PRINCIPAL AND INTEREST DUE AS OF November 15, 1983	$67,988.14
Plus: negative escrow balance, funds advanced for taxes and insurance	584.45
BALANCE DUE AS OF November 15, 1983	$68,572.59

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

I HEREBY CERTIFY, that on this 21st day of November, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Caroline, personally appeared Vachel A. Downes, Jr., Trustee, and made oath in due form of law under the penalties of perjury, that the matters and facts set forth in the aforegoing Statement of Indebtedness are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Connie L. Hutson
NOTARY PUBLIC

My Commission Expires: 7/1/1986

CLERK, U.S. [illegible]
1983 NOV 21 PM 3:07
QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR., Trustee

vs.

JAMES K. JACKSON, JR., ET.AL.

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
SITTING IN EQUITY
NO. 7412

* * * * * * * * * *

Madam Clerk:

Kindly file the aforegoing proceedings the attached Order For Modification Of Stay from Case No. 83-B-1973 in the United States Bankruptcy Court For The District of Maryland.

Vachel A. Downes, Jr., Trustee

RECEIVED
CLERK, CIRCUIT COURT
1985 JAN 24 PM 1:15
QUEEN ANNE'S COUNTY

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND

In re: Case No. 83B-1973	Case No. 83-B-1973
Capital Savings and Loan Association, Inc., Plaintiff	
V.	Adversary Proceeding No._____
James Kilpatrick Jackson, Jr. and Carolyn Brown Jackson, Defendants	

ORDER FOR MODIFICATION OF STAY

The aforegoing Motion for Modification of Stay having been read and considered by the Court, it is this 18th day of December, 1984.

ORDERED by the Bankruptcy Court for the District Court of Maryland, that the Stay against Capital Savings and Loan Association, Inc., with regard to foreclosure of its First Mortgage be and the same is hereby lifted so as to allow Capital Savings and Loan Association, Inc.'s First Mortgage to be foreclosed; and

IT IS FURTHER ORDERED that any and all surplus proceeds, after paying the First Mortgage, Second Mortgage, and such other items as may be approved by the Auditor for the Circuit Court for Queen Anne's County, after notice by the Auditor and opportunity for hearing, be paid to the Debtor's attorney, Robert K. Boyd, Esquire, in trust for further distribution by this Court.

James F. Schneider
JUDGE
JAMES F. SCHNEIDER
UNITED STATES BANKRUPTCY COURT

CC: Robert K. Boyd, Esq.
Eugene W. Cunningham, Jr., Esq.
John H. Dumler, Esq.

VACHEL A. DOWNES, JR., Trustee
115 Lawyers Row
Centreville, Maryland 21617

VS.

JAMES K. JACKSON, JR.
CAROLYN B. JACKSON, wife
37 Woodmoor Road
Matapeake Estates
Stevensville, Maryland 21666

IN THE CIRCUIRT COURT

FOR

QUEEN ANNE'S COUNTY

SITTING IN EQUITY

NO. 7412

AFFIDAVIT

I HEREBY CERTIFY, that on this 23rd day of January, 1985, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Caroline, personally appeared Vachel A. Downes, Jr., Trustee, and made oath in due form of law that registered mail notice of the time, place and terms of sale in this cause were duly served or attempted, to be served by registered mail on James K. Jackson, Jr. and Carolyn B. Jackson, wife, as prescribed by Rule W 74 (2) (c) of the Maryland Rules of Procedure.

SUBSCRIBED AND SWORN to before me this 23rd day of January, 1985.

Connie L. Nutson
NOTARY PUBLIC

My Commission Expires: 7-1-1986

FILED

JAN 24 1985

CIRCUIT COURT
QUEEN ANNE'S CO.

P 228 004 550
RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO Mr James K Jackson
STREET AND NO. 37 Woodmoor Rd
P.O. STATE AND ZIP CODE Stevensville Md 21666

POSTAGE	.50
CERTIFIED FEE	
SPECIAL DELIVERY	
RESTRICTED DELIVERY	
SHOW TO WHOM AND DATE DELIVERED	.60
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	
SHOW TO WHOM AND DATE DELIVERY WITH RESTRICTED DELIVERY	
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	
TOTAL POSTAGE AND FEES	$1.55
POSTMARK OR DATE	JAN 22 1985 11-PO

CONSULT POSTMASTER FOR FEES
OPTIONAL SERVICES
RETURN RECEIPT SERVICE

PS Form 3800, Apr. 1976

P 228 004 551
RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO Mrs Carolyn B Jackson
STREET AND NO. 37 Woodmoor Rd
P.O. STATE AND ZIP CODE Stevensville Md 21666

POSTAGE	.50
CERTIFIED FEE	
SPECIAL DELIVERY	
RESTRICTED DELIVERY	
SHOW TO WHOM AND DATE DELIVERED	.60
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	
SHOW TO WHOM AND DATE DELIVERY WITH RESTRICTED DELIVERY	
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	
TOTAL POSTAGE AND FEES	$1.55
POSTMARK OR DATE	JAN 22 1985 11-PO

CONSULT POSTMASTER FOR FEES
OPTIONAL SERVICES
RETURN RECEIPT SERVICE

PS Form 3800, Apr. 1976

18 AGR 15

LAW OFFICES
DOWNES AND GREGORY
QUEEN ANNE'S BUILDING
115 LAWYERS ROW
CENTREVILLE, MARYLAND 21617

VACHEL A. DOWNES, JR.
DAVID WESTON GREGORY

(301) 758-0680
(301) 758-0737

January 17, 1985

Mrs. Carolyn B. Jackson
37 Woodmoor Road
Matapeake Estates
Stevensville, Maryland 21666

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Re: Lot 37 - Matapeake Estates

Dear Mrs. Jackson:

Under the provisions of Rule W74 (2) (c) (i) (ii) of the Maryland Rules of Procedure, you are hereby notified that a public foreclosure sale of your residence is scheduled for Tuesday, February 5, 1985 at 11:00 a.m., in front of the Court House Door in the Town of Centreville.

A copy of the advertisement of sale appearing in the Queen Anne Record-Observer setting forth the terms of sale is attached.

Very truly yours,

Vachel A. Downes, Jr.

VADjr/clh

LAW OFFICES
DOWNES AND GREGORY
QUEEN ANNE'S BUILDING
115 LAWYERS ROW
CENTREVILLE, MARYLAND 21617

VACHEL A. DOWNES, JR.
DAVID WESTON GREGORY

(301) 758-0880
(301) 758-0737

January 17, 1985

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Mr James K. Jackson
37 Woodmoor Road
Matapeake Estates
Stevensville, Maryland 21666

Re: Lot 37 - Matapeake Estates

Dear Mr. Jackson:

Under the provisions of Rule W74 (2) (c) (i) (ii) of the Maryland Rules of Procedure, you are hereby notified that a public foreclosure sale of your residence is scheduled for Tuesday, February 5, 1985, at 11:00 a.m., in front of the Court House Door in the Town of Centreville.

A copy of the advertisement of sale appearing in the Queen Anne Record Observer setting forth the terms of sale is attached.

Very truly yours,

Vachel A. Downes, Jr.

VADjr/clh

VACHEL A, DOWNES, JR., Trustee 115 Lawyers Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
	:	SITTING IN EQUITY
JAMES K, JACKSON, JR. CAROLYN B, JACKSON, wife 37 Woodmoor Road Matapeake Estates Stevensville, Maryland 21666	:	NO, 7412

SECOND AMENDED STATEMENT OF MORTGAGE DEBT

Principal balance due on loan	$61,825.84
Plus: (1) late charges due	128.36
(2) interest, thru 12-31-84 ($20.61 per diem)	14,219.98
TOTAL PRINCIPAL AND INTEREST DUE AS OF December 31, 1984	$76,174.18
Plus: negative escrow balance, funds advanced for taxes and insurance	1,921.61
BALANE DUE AS OF December 31, 1984	$78,095.79

STATE OF MARYLAND, COUNTY OF Caroline , TO WIT:

I HEREBY CERTIFY, that on this 23rd day of January, 1985, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Caroline, personally appeared Vachel A. Downes, Jr., Trustee, and made oath in due form of law under the penalties of perjury, that the matters and facts set forth in the aforegoing Statement of Indebtedness are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Connie R. Nelson
NOTARY PUBLIC

My Commission Expires: 7-1-1986

FILED

JAN 24 1985

CIRCUIT COURT
QUEEN ANNE'S CO.

LIBER 3 M.W.M. 660

R 50323017 18 PAGE 18

#7412

BOND

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

KNOW ALL MEN BY THESE PRESENTS: that we, Vachel A. Downes, Jr., of Queen Anne's County, State of Maryland, as Principal, and the Western Surety Company, a body corporate, duly authorized by its charter to become sole Surety on bond, are held and firmly bound unto the State of Maryland in the full and just sum of SEVENTY THOUSAND DOLLARS ($70,000.00) current money of the United States of America, to be paid unto the State of Maryland, or its certain attorney, to which payment will and truly to be made and done, we bind ourselves and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 23rd day of January, 1985.

WHEREAS, by a certain mortgage from James K. Jackson, Jr. and Carolyn B. Jackson, wife to Capital Savings and Loan Association, Inc. dated September 5, 1980, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 167 folio 561, the Borrower became indebted unto the Lender therein; and

WHEREAS, Vachel A. Downes, Jr., is the trustee appointed by the Circuit Court for Queen Anne's County to sell the property;

WHEREAS, the above bounden, Vachel A. Downes, Jr., Trustee is about to sell the property described in the above mentioned mortgage, default having occurred in the terms, conditions and covenants of the said mortgage by the reason of the non-payment of the principal mortgage debt named in said mortgage and by reason of the non-payment of the interest covenanted to be paid upon the said principal indebtedness by the terms of said mortgage at the times therein provided for the payment.

Now the condition of the above obligation is such, that if the above bounded, Vachel A. Downes, Jr., Trustee does and shall, will and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of the said encumbered property, or the proceeds thereof, then the above obligation to be void; otherwise, to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Connie R. Nelson — Vachel A. Downes, Jr. (SEAL)
Vachel A. Downes, Jr.
Trustee of Mortgage

ATTEST:

WESTERN SURETY COMPANY

June A. Hughes — BY: Judith J. Benedict

Surety approved

FILED

JAN 24 1985

CIRCUIT COURT
QUEEN ANNE'S CO.

CERTIFIED COPY OF
POWER OF ATTORNEY
ATTACHED

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM No. 3, folio 660, 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 January, 1985.

Marguerite W. Mankin

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

VACHEL A. DOWNES, JR. Trustee	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	QUEEN ANNE'S COUNTY
	:	SITTING IN EQUITY
JAMES K. JACKSON, JR. CAROLYN B. JACKSON	:	NO. 7412
	:	

I HEREBY CERTIFY, that on this 23rd day of January, 1985. before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Caroline, personally appeared Vachel A. Downes, Jr., Trustee, and made oath in due form of law that a title examination of the property in these proceedings disclosed junior encumbrances upon said land and/or judgment or similar lien holders, but no such holder of any such subordinate interest is entitled to notice by the Laws of Maryland or the Maryland Rules of Procedure by and under Rule W 74 (2) (c) (iii), but that nevertheless notice was given or attempted to be given to Michael L. Bonner and Patricia A. Bonner, holders of a second mortgage advising them of the time, place and terms of sale by registered mail.

SUBSCRIBED AND SWORN to before me, this 23rd day of January, 1985.

Connie R. Hutson
NOTARY PUBLIC
My Commission Expires: 7-1-1986

LAW OFFICES
DOWNES AND GREGORY
QUEEN ANNE'S BUILDING
115 LAWYERS ROW
CENTREVILLE, MARYLAND 21617

VACHEL A. DOWNES, JR.
DAVID WESTON GREGORY

(301) 758-0680
(301) 758-0737

January 17, 1985

Mr. Michael L. Bonner
Mrs. Patricia A. Bonner
Piney Island Drive
Bishopville, Maryland 21813

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Re: Lot 37 - Matapeake Estates

Dear Mr. & Mrs. Bonner:

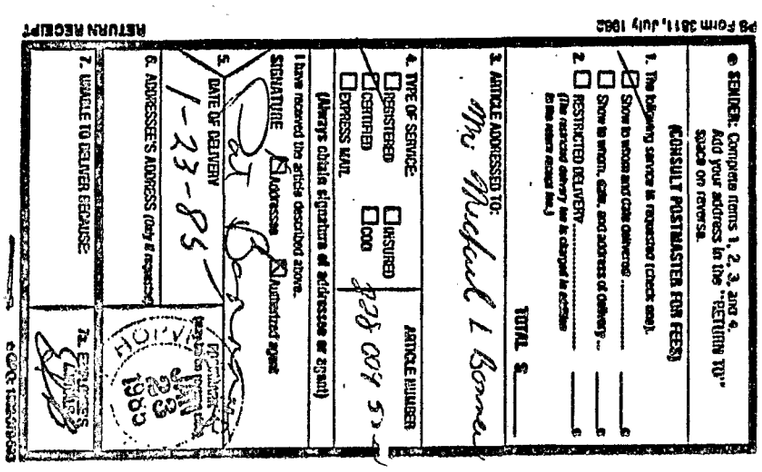
Under the provisions of Rule W74 (2) (c) (i) (ii) of the Maryland Rules of Procedure, you are hereby notified that a public foreclosure sale of the Jackson residence is scheduled for Tuesday, February 5, 1985, at 11:00 a.m., in front of the Court House Door in the Town of Centreville.

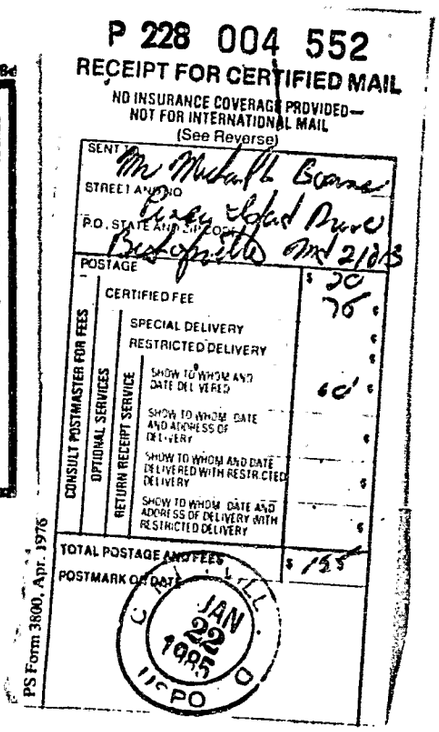
A copy of the advertisement of sale appearing in the Queen Anne Record-Observer setting forth the terms of sale is attached.

Very truly yours,

Vachel A. Downes, Jr.

VADjr/clh





LIBER 18 PAGE 22

VACHEL A. DOWNES, JR. 115 Lawyers Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT FOR
VS	:	QUEEN ANNE'S COUNTY
JAMES K. JACKSON, JR. CAROLYN B. JACKSON, wife 37 Woodmoor Road Matapeake Estates Stevensville, Maryland 21666	:	SITTING IN EQUITY NO. 7412

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Vachel A. Downes, Jr., Trustee, in the proceedings in said cause above mentioned, respectfully shows that after giving bond with approved security for the faithful discharge of his duties, as prescribed by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Queen Anne Record-Observer, a newspaper printed and published in Queen Anne's County, State of Maryland, for more than four (4) consecutive weeks preceding the day of sale; the said Trustee, Vachel A. Downes, Jr., did, pursuant to said notice, on Tuesday, the 5th day of February, 1985, at eleven o'clock, a.m., in in front of the Courthouse Door, in the Town of Centreville, Queen Anne's County, Maryland, then and there sell at the public auction to the highest bidder the fee simple property mentioned and described in the advertisement of sale; said property so offered being thereby sold unto Herbert Anthony Thom, Jr. and Martha Frances Thom, Trustees for Katherine Patricia Thom, infant at and for the sum of $ 62,500.00, which price was the highest amount bid for said property.

The Report of Sale states that the amount of sale is $ 62,500.00.

Respectfully submitted,

Vachel A. Downes, Jr., Trustee

STATE OF MARYLAND

COUNTY OF CAROLINE TO WIT:

I HEREBY CERTIFY, that on this 5th day of February, 1985, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Caroline, personally appeared Vachel A. Downes, Jr., Trustee, and he did make oath in due form of law, under the penalties of perjury, that the matters and facts set forth in the aforegoing Report of Sale are true and correct to the best of his knowledge, information and belief, and that such sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Connie L. Hutson
NOTARY PUBLIC
My Commission Expires: 7-1-1986

RECEIVED
CLERK, CIRCUIT COURT
1985 FEB 11 AM 11:25
QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR. 115 Lawyers Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY
JAMES K. JACKSON, JR. CAROLYN B. JACKSON, wife 37 Woodmoor Road Matapeake Estates Stevensville, Maryland 21666	:	SITTING IN EQUITY NO. 7412

AFFIDAVIT

The undersigned purchaser(s) of the property of, or formerly of James K. Jackson, Jr. and Carolyn B. Jackson, wife, sold at public auction on the 22nd day of December, 1983, do(es) hereby make oath in due form of law that (a) the property was purchased by the undersigned as principal and not as agent for anyone else, and (b) that the undersigned did not directly or indirectly discourage anyone from bidding for the said property.

PURCHASER - Affiant
Herbert Anthony Thom, Sr.

PURCHASER - Affiant
Martha Frances Thom, Trustees for
Katherine Patricia Thom, infant

DATE: February 5, 1985

Subscribed and Sworn to before me, the undersigned, a Notary Public of the State of Maryland, in and for the County of Caroline, this 5th day of February, 1985.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

* * * * * * * *

AFFIDAVIT

I HEREBY CERTIFY, that on this 5th day of February, 1985 that the undersigned auctioneer of the property sold in the aforementioned cause, that the aforementioned sale was fairly made.

JOSEPH A. JACKSON, JR.
Affiant

Subscribed and Sworn to before me, the undersigned, a Notary Public of the State of Maryland, in and for the County of Caroline, this 5th day of Feb., 1985.

Connie L. Nutson
NOTARY PUBLIC
My Commission Expires: 7-1-1986

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.

vs.

JAMES K. JACKSON, JR.

CAROLYN B. JACKSON

Civil No. 7412

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 11th day of February, 1985 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin
Marguerite W. Mankin,
Clerk

2/20, 2/27, 3/6

18 405 25

Centreville, Md. 3/6 19 85

We Hereby Certify

That the annexed advertisement of

Ratification of sale

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 20th day of March 19 85 And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 20th day of Feb. 19 85, and the last insertion on the 6th day of March 19 85.

Publishers, Record Observer

Per Dorothy M. Tomoe

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
VACHEL A. DOWNES, JR.
vs.
JAMES K. JACKSON, JR.
CAROLYN B. JACKSON
Civil No. 7412
NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 11th day of February, 1985, that the sale of the real property made and reported in this ection will be retified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin,
Clerk

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

RB-2-20-3t-026

CLERK'S
1985 MAR 15 AM 11:05
QUEEN ANNE'S COUNTY

Centreville, Md. 1/30 19 85

We Hereby Certify

That the annexed advertisement of

Sale - Jackson

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 4 successive weeks before the 5th day of Feb 19 85.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 9th day of Jan 19 85, and the last insertion on the 31th day of Jan 19 85

Publishers, Record Observer

Per Dorothy R. Thomas

CLERK'S OFFICE
1985 MAR 20 AM 11:01
QUEEN ANNE'S COUNTY

DOWNES AND GREGORY
115 Lawyers Row
Centreville, Maryland
Telephone: 301-758-0330

Trustee's Sale

OF VALUABLE FEE SIMPLE DWELLING ON KENT ISLAND, QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of the power and authority vested in the undersigned by virtue of decree of the Circuit Court for Queen Anne'e County, in equity, in a ceuse entitled "Vachel A. Downes, Jr., vs. James K. Jeckson, Jr. end Carolyn B. Jeckson", being Chancery Cause No. 7412 in said Court, passed on the 11th day of July, 1983, the undersigned Trustee will sell at PUBLIC AUCTION in front of the Court House Door, in the Town of Centreville, Queen Anne's County, Marylend on

Tues., Feb. 5, 1985

at 11:00 o'clock, a.m. in front of the Courthouse Door in the Town of Centreville, Queen Anne's County, Maryland, ell of the following described reel estete, to wit:

ALL that lot of ground situate, lying end being in the Fourth Election District of Queen Anne's County, State of Meryland, end particularly described as follows:

BEING all thet lot of ground situate, lying end being on Kent island, in the Fourth Election Dietrict of Queen Anne's County, end being known end designetad es Lot No. 37, Matapeeke Estates, more perticulerly described on a plet entitled, "Metapeeke Estate, Inc., Kant Island, Fourth Elaction District of Queen Anna's County, Maryland", by J. R. McCrone, Jr., Inc., registerad surveyors and engineers, deted Septembar, 1981, end recorded among the Lend Reocrds of Queen Anne's County in Libar T.S.P. No. 62 folio 552, and recordad among the Plat Recorde of Queen Anne's County in Plat Book T.S.P. No. 1 folio 83, the improvements thereon being known as Lot No. 37, Woodmoor Road, Stevensville, Md.

BEING ail the same lands conveyed by deed from Michael L. Bonner, et. ux., to James K. Jackson, Jr., et. ux., deted September 5, 1979, recorded among the Lend Records of Queen Anne's County in Libar M.W.M. No. 187 folio 559.

The property is sold in "es is" condition without werrenty es to the neture end condition of the property, fixtures and improvements, end subject to eesements, egreements, restrictions of covenants of record affecting the seme, if any. Risk of loss by fire or other casualty passes to the purcheser(s) et day of eele.

TERMS OF SALE: A deposit of not less then $10,000.00 of the purchase money will be required in cash or by certified check or ceshier's check on dey of sele or the full purchase price in cash or by certified or cashier's check on dey of sele et the option of the Purchaser(s). Any unpaid belance of the purchese money is to be secured by e note of the purchaser(s) bearing interest from dey of sale et 12%, which balance of the purchase price and interest to accrua thereon, end eny other monies due by Purchaser(s) shall be paid within 20 days after finel retification of the sele by the Circuit Court for Queen Anne's County.

Taxes and other public charges to be adjusted to the date of final settlemant aforesaid, being the dete of payment of all monies due by Purchaser(s) to Trustee. All expenses of transfar, including recording costs, recordation of revenue stemps, transfer taxes, preparation of deed, notary fees, etc., to be et purchaser(s) expense. At the time snd piece of sale, the Purchecer(s) will be required to meke affidevit es required by Rule BR (6) (b) (3) of the Maryland Rules of Procedure.

Vschel A. Downes, Jr.
Trustee

Joseph A. Jackson, Jr.
Auctioneer
Tslephons: 301-364-5463

RB-1-9-4t-012

VACHEL A. DOWNES, JR.	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY EQUITY
JAMES K. JACKSON, et ux.	:	EXXXXXNO. 7412

FINAL RATIFICATION OF SALE
AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Notice of the Clerk of this Court, it is

ORDERED, by the Circuit Court for Queen Anne's County, this 21st day of March, 1985, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.

2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.

3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.

4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.

Judge

Distribution:
File
Fiduciary(s)
Court Auditor

1985 MAR 21 PM 3:54
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR. :
:
v. : Chancery #7412
:
JAMES K. JACKSON, JR. :
CAROLYN B. JACKSON :

: : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$ 62,500.00	
Interest on $ 52,500.00 @ 12%			
from 02/05/85 to 05/06/85			
91 days @ $17.50 per day		1,592.50	
Real property taxes $774.16			
from 02/05/85 to 06/30/85			
145 days @ $2.121		307.54	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 64,400.04
COMMISSIONS, to Fiduciary		$ 3,275.00-	
ATTORNEY FEE, per MORTGAGE		350.00-	
EXPENSES OF SALE			
Court costs	$ 217.50-		
Advertising			
Notices of sale			
Sale of 12/22/83	308.00-		
Sale of 02/05/85	337.52-		
Report of sale	56.25-		
Bond premium	210.00-		
Auctioneer's fee	156.25-		
Appraisal	175.00-		
Judgment reports	24.00-		
Certified mail	16.95-	1,501.47-	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 65.00-		
Postage & copies	2.08-	67.08-	5,193.55-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 59,206.49

INDEBTEDNESS DUE UNDER MORTGAGE		
Per Statement of Debt		
Principal	$ 61,825.84-	
Interest to 12/31/84	14,219.98-	
Late charges	128.36-	
Escrow balance	1,613.61-	
Interest on principal @ 12%		
12/31/84 to 04/06/85		
96 days @ $20.609	1,978.46-	$ 79,766.25-
AVAILABLE FOR DISTRIBUTION, as above		59,206.49
DEFICIT		$ 20,559.76-

NOTE A: A sale scheduled for December 22, 1983, was cancelled, thus occasioning advertising charges for that date and other expenses (appraisal and judgment reports).

N O T I C E

The attached Account was filed on August 19, 1985. 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.

RECEIVED
CLERK CIRC. COURT
1985 AUG 19 PM 2 45
QUEEN ANNE'S COUNTY

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 #7412. 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 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 persons on August 19, 1985:

Vachel A. Downes, Jr., Esquire
115 Lawyers Row
Post Office Box 350
Centreville, Maryland 21617

Capital Savings and Loan Association
421 North Charles Street
Baltimore, Maryland 21201

James K. Jackson, Jr.
37 Woodmoor Road
Matapeake Estates
Stevensville, Maryland 21666

Carolyn B. Jackson
37 Woodmoor Road
Matapeake Estates
Stevensville, Maryland 21666

John W. Sause, Jr.
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.	:	
	:	
V.	:	Chancery #7412
	:	
JAMES K. JACKSON, JR.	:	
CAROLYN B. JACKSON	:	
	:	

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate 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 11th day of August, 1985,

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. Carey
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1985 SEP 11 PM 3 20
QUEEN ANNE'S COUNTY

18 PAGE 32

ROBERT E. JARRELL, ASSIGNEE : IN THE CIRCUIT COURT
3 North First Street
Denton, Maryland 21629
Plaintiff

vs

KENNETH C.LUCAS
R.D. 1 Box 113-A
Church Hill, Maryland 21623
: FOR QUEEN ANNE'S COUNTY
and

SUE E. LEAGER
R.D. 1 Box 135
Church Hill, Maryland 21623
Defendants : CIVIL ACTION NO. 84-00136

ORDER TO DOCKET

Madam Clerk:

DEC -5 84 * 28307 ****70.00
DEC -5 84 * 28307 ****70.00

Please docket the above entitled case and file the following instrument marked "Plaintiff's Exhibit A":

Original mortgage from Kenneth C. Lucas and Sue E. Lucas (now Sue E. Leager) to The Federal Land Bank of Baltimore, dated June 14, 1978 and recorded in Liber C.W.C. No. 136, folio 376, one of the Land Records for Queen Anne's County, Maryland.

Robert E. Jarrell, Assignee

NIER, JARRELL, HUBBARD & EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130

TELEPHONE
479-2112
479-1909

RECEIVED
CLERK, CIRCUIT COURT
1984 DEC -5 PM 3:46
QUEEN ANNE'S COUNTY

DOCUMENT NO. 93619

LIBER 136 PAGE 376

18 JAN 33

Purchase money mortgage FLB Maryland

PLAINTIFF'S EXHIBIT A

RECEIVED
CLERK, CIRCUIT COURT
1978 JUN 14 PM 2:13
QUEEN ANNE'S COUNTY

MORTGAGE

THIS PURCHASE MONEY MORTGAGE, made this 14th day of June 1978, between

KENNETH C. LUCAS and SUE E. LUCAS, his wife,

JUN 14-78 * 25702 *****18.00
JUN 14-78 A 25702 *****18.00

of the County of Queen Anne, 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

Seventy-four thousand five hundred and - - 00/100 DOLLARS ($74,500.00)

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 Seventy-four thousand five hundred and - - - 00/100

DOLLARS ($ 74,500.00), with interest at eight and one half percent (8½ %) 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 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 parcel or tract of land sitaute, lying and being in the Second Election District of Queen Anne's County, Maryland, lying on the southerly side of Maryland Route 19, containing 150.001 acres of land, more or less, as appears more fully from a plat entitled "Survey of Part of Lands of East Coast Properties", made by J. R. McCrone, Jr., Inc., Registered Surveyors, dated August 1976, and more particularly described as follows:

BEGINNING for the same at an iron pipe located in the southwesternmost right-of-way line of Maryland Route 19, a seventy-five (75) foot wide right-of-way at the intersection of the division line of the lands now or formerly of Theron L. Terbush (see C.W.C. 38/509) and the herein described lands;

THENCE, leaving said beginning point so fixed and binding on the westernmost outline of the Terbush lands, South 04° 54' 55" East 1,390.11 feet to an iron pipe;

THENCE, North 83° 12' 43" East 109.78 feet to an iron pipe and;

THENCE, still with the westernmost outline of the Terbush lands, South 04° 47' 17" East 893.44 feet to a stone located at the intersection of the division line of the aforesaid Terbush lands and thelands now or formerly of James J. Price (see C.W.C. 69/235) and the easeernmost outline of the herein described lands;

THENCE, binding on the aforementioned Price lands, the following three courses and distances, South 04° 47' 17" East 606.41 feet to an iron pipe;

THENCE, South 60° 58' 06" West 148.50 feet to a stone found marked "B.F.123", and;

THENCE, South 83° 58' 06" West 617.59 feet to a point;
THENCE, leaving the Price lands and running for a new line of division through the lands now or formerly of East Coast Properties, Inc., (see C.M.C. 71.548), North 54° 45'05" West 2,645.45 feet to iron pipe located on the northeasternmost outline of parcel No. 4 of a subdivision entitled "Davis Estates Plat One" recorded in the Plat Record Books of Queen Anne's County, Maryland in Liber C.M.C. 1, folio 9, passing in transit a concrete monument located 692.33 feet from the beginning thereof and still another concrete monument located 2,090.20 feet from the beginning thereof.
THENCE, binding on the southeasternmost side of parcels 4, 5 and 6 of the aforementioned Davis Estates, North 35° 14' 55" East 1,157.69 feet to a point on the southernmost side of a fifty (50) foot wide right-of-way;
THENCE, crossing said right-of-way, North 48° 11' 06" East 57.97 feet to a point;
THENCE binding on the southeasternmost side of parcel No. 33 of the aforesaid Davis Estates, North 17° 47' 03" East 536.09 feet to a point on the southernmost outline of parcel No. 34;
THENCE, binding on the southernmost outline of parcel No. 34 and parcel No. 37 of the aforesaid subdivision, South 79° 50' 29" East 457.41 feet to a point;
THENCE, South 56° 42' 57" East 309.20 feet to a point and;
THENCE, binding on the southernmost outline of parcel No. 37, North 32° 54' 09" East 830.53, feet to a point on the southeasternmost right-of-way line of Maryland Route 19;
THENCE, leaving Davis Estates and binding on the aforesaid right-of-way, South 57° 04' 24" East 821.73 feet to the place of beginning. Containing in all 150.001 acres of land, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in August of 1976
TOGETHER with a right-of-way fifty (50) feet wide leading from the herein lands to Rabbit Hill Road. Said right-of-way being located between parcel No. 6 and parcel No. 33 of the above mentioned subdivision entitled "Davis Estates Plat One".

BEING the same lands conveyed by deed bearing even date herewith from East Coast Properties, Inc., to Kenneth C. Lucas, et ux., and recorded or intended to be recorded immediately prior hereto.

18 PAGE 35

LIBER 136 PAGE 378

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, convenants 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 convenants 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, convenants 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, convenants 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 hilling 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 proceedures 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, prineipal 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 prineipal 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:

Anthony Liberek

Kenneth C. Lucas (SEAL)
Kenneth C. Lucas

(SEAL)

Anthony Liberek

Sue E. Lucas (SEAL)
Sue E. Lucas

(SEAL)

(SEAL)

(SEAL)

18 AUG 37
LIBER 136 PAGE 380

STATE OF MARYLAND,
COUNTY OF Kent , to wit:

On this the 14th day of June , 19 78 , before me the undersigned a Notary Public of the State of Maryland in and for the County of Queen Anne's , personally appeared Kenneth C. Lucas and Sue E. Lucas, 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 Stephen L. Hollenback

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.

Anthony Liberski
Notary Public

My commission expires: July 1, 1978

This Is To Certify that the within instrument was prepared by or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

Anthony Liberski
Attorney

NO. 120,451

No. RECEIVED
Re CLERK, CIRCUIT COURT RECEIVED FOR RECORD

1984 DEC -5 PM 3:46
QUEEN ANNE'S COUNTY

DEC -5-84 * 22502 *****12 00
DEC -5-84 A 22502 *****12 00

Assignment

OF MORTGAGE FROM Kenneth C. Lucas & Sue E. Lucas

TO The Federal Land Bank Of Baltimore AS RECORDED IN

LIBER CWC NO. 136 FOLIO 376

MAIL TO Place in Civil Action 84-00136

Recorded in Liber num 33 3, folio 313

Loan No. 53-1 Queen Anne's County, Maryland

ASSIGNMENT OF MORTGAGE

The Federal Land Bank of Baltimore, by its attorney-in-fact, Philip G. Yost, does hereby assign and transfer the within and aforegoing Mortgage to Robert E. Jarrell for the purposes of foreclosure and collection this 3rd day of December, 1984.

WITNESS:

Bonnie J. Vogt

THE FEDERAL LAND BANK OF BALTIMORE

BY: Philip G. Yost
Philip G. Yost,
Attorney-in-Fact

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ROBERT E. JARRELL, ASSIGNEE
Plaintiff

vs

KENNETH C. LUCAS
and
SUE E. LEAGER
Defendants

: IN THE CIRCUIT COURT

: FOR QUEEN ANNE'S COUNTY

: CIVIL ACTION NO. 84-0036

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Debt submitted by Robert E. Jarrell, Assignee, on account of a delinquent mortgage from Kenneth C. Lucas and Sue E. Lucas (now Sue E. Leager) to The Federal Land Bank of Baltimore, dated June 14, 1978 and recorded in Liber C.W.C. No. 136, folio 376, one of the Land Records for Queen Anne's County, Maryland.

Principal amount of loan ----------	$74,500.00
Less principal reduction ----------	2,995.63
Outstanding principal due ----------	$71,504.37
Accrued interest to 11/30/84 ----------	1,881.62
TOTAL PRINCIPAL & INTEREST DUE --------	$73,385.79

Interest from 11/30/84 to accrue
@ $24.00 per diem

1984 DEC -5 PM 3:46
CLERK'S OFFICE
QUEEN ANNE'S COUNTY

NIER, JARRELL, HUBBARD & EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130

TELEPHONE
479-2112
479-1000

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of December, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Robert E. Jarrell, Assignee, and made oath in due form of law that the matters and facts contained in the aforegoing Statement of Mortgage Debt are true and correct to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Bonnie J. Vogt
Notary Public

NOTARY PUBLIC CAROLINE CO.

My Commission Expires: 7/1/86

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ROBERT E. JARRELL, ASSIGNEE
Plaintiff : IN THE CIRCUIT COURT

vs : FOR QUEEN ANNE'S COUNTY

KENNETH C. LUCAS
AND
SUE E. LEAGER
Defendants : CIVIL ACTION NO. 84-00136

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of December, 1984 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Philip G. Yost, Associate of the Federal Land Bank, 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.

Bonnie J. Vogt
Notary Public

My Commission Expires: July 1, 1986

NOTARY PUBLIC

NIER, JARRELL, HUBBARD & EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130

TELEPHONE
479-2112
479-1000

RECEIVED
CLERK, CIRCUIT COURT
1984 DEC -5 PM 3:47
QUEEN ANNE'S COUNTY

18 PAGE 40

3 PAGE 680

ÆTNA CASUALTY AND SURETY COMPANY

HARTFORD, CONNECTICUT

BOND NO. _____

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

ROBERT E. JARRELL, ASSIGNEE
PLAINTIFF
VS.
KENNETH C. LUCAS
SUE E. LEAGER
DEFENDANT

CIVIL NO. 84-00136

BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Robert E. Jarrell as Principal, and the Ætna 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 THOUSAND DOLLARS ($80,000.00) to be paid to the said State or its certain Attorney, to which payment well and 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, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of April in the year of our Lord ONE THOUSAND NINE HUNDRED AND EIGHTY-FIVE.

Whereas, the above bounden Robert E. Jarrell, Assignee, by virtue of the power contained in a mortgage from Kenneth C. Lucas and Sue E. Lucas (now Leager) to The Federal Bank of Baltimore BEARING DATE THE 14th day of June, 1978 and recorded among the mortgage records of Queen Anne's County in Liber No. C.W.C. 136 Folio 276 and Robert E. Jarrell, Assignee, is about to sell the land premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and convenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Robert E. Jarrell, Assignee, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale 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 Robert E. Jarrell, 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 dated in the presence of:

[signature] T. Vogt

[signature] (SEAL)
Robert E. Jarrell

THE ÆTNA CASUALTY AND SURETY COMPANY (SEAL)

BY: [signature] (SEAL)
Richard W. Hinkle

[signature]

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and cop'ed from Liber MWM No. 3, folio 686, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 8th day of May, 1985

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

ROBERT E. JARRELL, ASSIGNEE : IN THE CIRCUIT COURT
Plaintiff

vs : FOR QUEEN ANNE'S COUNTY

KENNETH C. LUCAS
SUE E. LEAGER
Defendants : CIVIL NO. 84-00136

AFFIDAVIT OF SERVICE

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of April, 1985, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT E. JARRELL, ASSIGNEE, and that he made oath in due form of law as follows:

1. That the Affiant did on April 3, 1985 send by certified mail, restricted delivery, return receipt requested to Kenneth C. Lucas a notice of the time, place and terms of sale. The signed receipt is attached hereto.

2. That the Affiant did on April 3, 1985 send by certified mail, restricted delivery, return receipt requested to Sue E. Leager a notice of the time, place and terms of sale. The signed receipt is attached hereto.

3. That the Affiant did on April 3, 1985 send by certified mail, return receipt requested to Farmers Home Administration a notice of the time, place and terms of sale. The signed receipt is attached hereto.

Robert E. Jarrell

AS WITNESS my hand and Notarial Seal.

Bonnie T. Vogt
Notary Public

My Commission Expires: 7/1/86

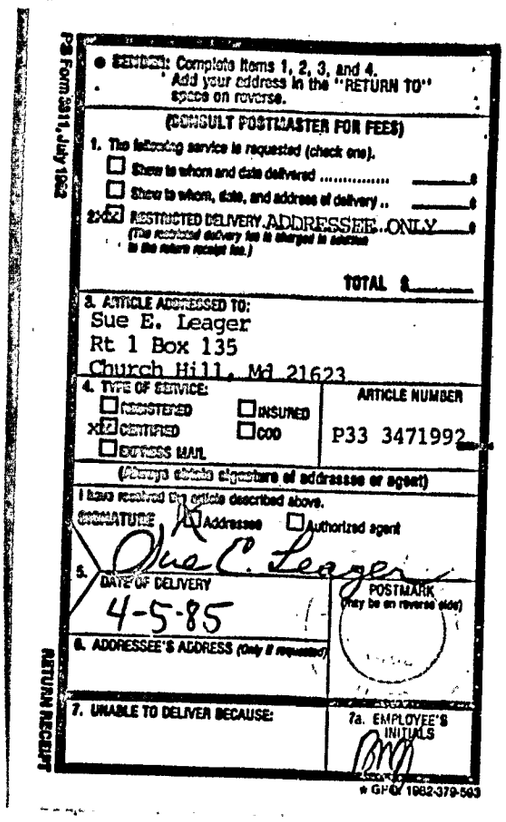
NOTARY PUBLIC CAROLINE CO., MD. BONNIE T. VOGT

RECEIVED
CLERK'S OFFICE
1985 APR 10 AM 10:16
QUEEN ANNE'S COUNTY

NIER, JARRELL, HUBBARD & EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130

TELEPHONE
479-2112
479-1000

18 MAR 42



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 .. ____¢
2. ☒ RESTRICTED DELIVERY ADDRESSEE ONLY ____¢
(The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL $____

3. ARTICLE ADDRESSED TO:
Sue E. Leager
Rt 1 Box 135
Church Hill, Md 21623

4. TYPE OF SERVICE:
☐ REGISTERED ☐ INSURED
☒ CERTIFIED ☐ COD
☐ EXPRESS MAIL

ARTICLE NUMBER
P33 3471992

(Always obtain signature of addressee or agent)

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

5. DATE OF DELIVERY
4-5-85

POSTMARK (may be on reverse side)

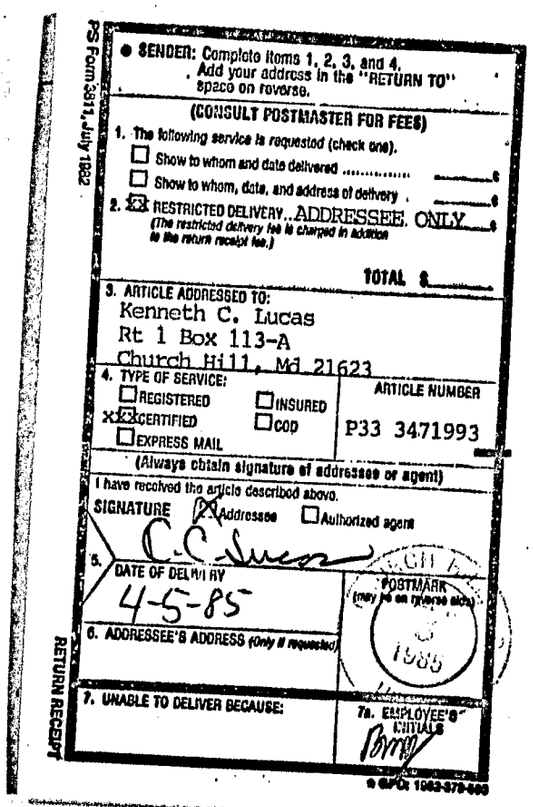
6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:

7a. EMPLOYEE'S INITIALS
BRM

RETURN RECEIPT

* GPO: 1982-379-593



PS Form 3811, July 1982

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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 ADDRESSEE ONLY ____¢
(The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL $____

3. ARTICLE ADDRESSED TO:
Kenneth C. Lucas
Rt 1 Box 113-A
Church Hill, Md 21623

4. TYPE OF SERVICE:
☐ REGISTERED ☐ INSURED
☒ CERTIFIED ☐ COD
☐ EXPRESS MAIL

ARTICLE NUMBER
P33 3471993

(Always obtain signature of addressee or agent)

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

5. DATE OF DELIVERY
4-5-85

POSTMARK (may be on reverse side)
CHURCH HILL
APR 5 1985

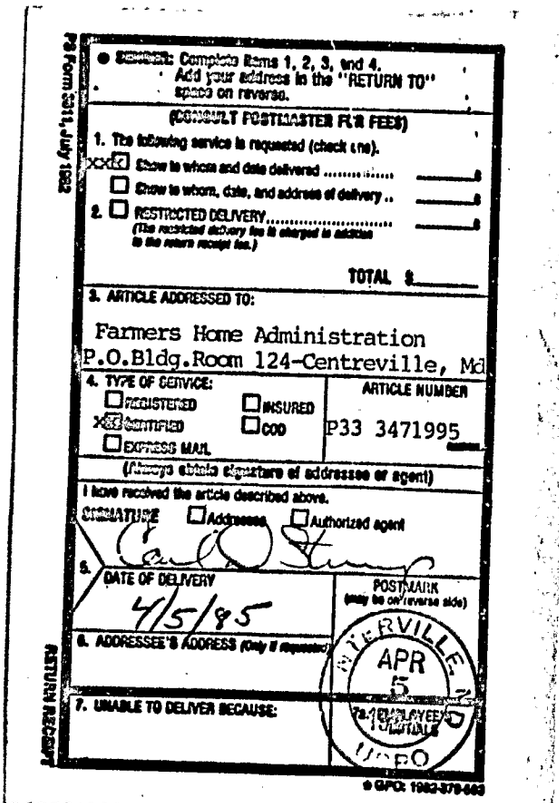
6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:

7a. EMPLOYEE'S INITIALS
BRM

RETURN RECEIPT

* GPO: 1982-379-593



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 .. ____¢
2. ☐ RESTRICTED DELIVERY ..... ____¢
(The restricted delivery fee is charged in addition to the return receipt fee.)

TOTAL $____

3. ARTICLE ADDRESSED TO:
Farmers Home Administration
P.O.Bldg.Room 124-Centreville, Md

4. TYPE OF SERVICE:
☐ REGISTERED ☐ INSURED
☒ CERTIFIED ☐ COD
☐ EXPRESS MAIL

ARTICLE NUMBER
P33 3471995

(Always obtain signature of addressee or agent)

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

5. DATE OF DELIVERY
4/5/85

POSTMARK (may be on reverse side)
CENTREVILLE
APR 5
MD

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:

7a. EMPLOYEE'S INITIALS
BRM

RETURN RECEIPT

* GPO: 1982-379-593

[18 PAGE 43]

ROBERT E. JARRELL, ASSIGNEE Plaintiff	:	IN THE CIRCUIT COURT
VS	:	FOR QUEEN ANNE'S COUNTY
KENNETH C. LUCAS SUE E. LEAGER Defendants	:	CIVIL NO. 84-00136

MEMORANDUM OF SALE

I, Louis C. Andrew, do hereby make oath in due form of law, that I, as auctioneer, did sell to Farmers Home Administration, (it being the highest bidder) the property mentioned in the Petition For Foreclosure on April 22, 1985 at 1:30 p.m. for a total sales price of $160,000.00.

Louis C. Andrew

CLERK.
1985 APR 25 AM 10:40
QUEEN ANNE'S COUNTY

NIER, JARRELL, HUBBARD & EVERNGAM
ATTORNEYS AT LAW
CENTON, MARYLAND
21629-0130

TELEPHONE
479-2112
479-1000

[... 18 PAGE 44]

ROBERT E. JARRELL, ASSIGNEE : IN THE CIRCUIT COURT
Plaintiff

vs : FOR QUEEN ANNE'S COUNTY

KENNETH C. LUCAS
SUE E. LEAGER
Defendants : CIVIL NO. 84-00136

AFFIDAVIT OF PURCHASER

The undersigned, Carl D. Stump, under the penalties of perjury, does hereby make oath in due form of law as follows:

CDS Farmer's Home Admin

(1) That he was ~~not~~ acting as agent for ~~any one~~.
(2) That no others were his principals.
(3) He did not directly or indirectly discourage anyone from bidding for said property.

DATE: 4-22-85

Affiant
County Supervisor - FmHA

Affiant

RECEIVED
CLERK, CIRCUIT COURT
1985 APR 25 AM 10:41
QUEEN ANNE'S COUNTY

NIER, JARRELL, HUBBARD & EVERNGAM
ATTORNEYS AT LAW
DENTON, MARYLAND
21629-0130
TELEPHONE
479-2112
479-4060

ROBERT E. JARRELL

Assignee

Vs.

KENNETH C. LUCAS

SUE E. LEAGER

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL EQUITY, No. 84-00136

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Robert E. Jarrell Assignee, in the above entitled cause, respectfully shows:

First: That Kenneth C. Lucas and Sue E Lucas (now Sue E. Leager) executed a mortgage to The Federal Land Bank of Baltimore bearing date the 14th day of June, 1978, and recorded in Liber C.W.C. No. 136, Folio 376, etc., one of the Mortgage Record Books for Queen Anne's County, aforesaid, which has been duly assigned to Robert E. Jarrell for the purpose of foreclosure and collection, as will more fully appear by reference to a certified copy of said mortgage filed in this proceeding.

Second: That, after default occurred in the covenants and conditions of said mortgage and after having given bond as required by law, with surety approved by the Clerk of the Circuit Court for 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 Court House door in the town of Centreville, Maryland, on April 22, 1985, at 1:30 o'clock P. M., and then and there proceeded to sell the property mentioned in said mortgage, and described as follows:

ALL that parcel or tract of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, lying on the southerly side of Maryland 19, containing 150.001 acres of land, more or less, as appears more fully from a plat entitled "Survey Of Part of Lands of East Coast Properties", made by J. R. McCrone, Jr., Inc., Registered Surveyors, dated August 1976, and more particularly described as follows: BEGINNING for the same at an iron pipe located in the southwesternmost right-of-way line of Maryland Route 19, a 75 foot wide right-of-way at the intersection of the division line of the lands now or formerly of Theron L. Terbush (see C.W.C. 38/509) and the herein described lands; thence, leaving said beginning point so fixed and binding on the westernmost outline of the Terbush lands, south 04 degrees 54 minutes 55 seconds east 1,390.11 feet to an iron pipe; thence north 83 degrees 12 minutes 43 seconds east 109.78 feet to an iron pipe and; thence, still with the westernmost outline of the Terbush lands, south 04 degrees 47 minutes 17 seconds east 893.44 feet to a stone located at the intersection of the division line of the aforesaid Terbush lands and the lands now or formerly of James J. Price (see C.W.C. 69/235) and the easternmost outline of the herein described lands; thence, binding on the aforementioned Price lands, the following three courses and distances, south 04 degrees 47 minutes 17 seconds east 606.41 feet to an iron pipe; and thence, south 60 degrees 58 minutes 06 seconds west 148.50 feet to a stone found marked "S.F. 3", and; thence south 83 degrees 58 minutes 06 seconds west 817.59 feet to a point; thence, leaving the Price lands and running for a new line of division through the lands now or formerly of East Coast Properties, Inc., (see C.W.C. 71.548), north 54 degrees 45 minutes 05 seconds west 2,645.45 feet to iron pipe located on the northeasternmost outline of Parcel No. 4 of a subdivision entitled "Davis Estates Plat One" recorded in the Plat Record Books of Queen Anne's County, Maryland

in Liber C.W.C. 1, folio 9, passing in transit a concrete monument located 692.33 feet from the beginning thereof and still another concrete monument located 2,090.20 feet from the beginning thereof; thence binding on the southeasternmost side of Parcels 4, 5 and 6 of the aforementioned Davis Estates, north 35 degrees 14 minutes 55 seconds east 1,157.69 feet to a point on the southernmost side of a 50 foot wide right-of-way; thence crossing said right-of-way, north 48 degrees 11 minutes 06 seconds east 57.97 feet to a point; thence binding on the southeasternmost side of Parcel No. 33 of the aforesaid Davis Estates, north 17 degrees 47 minutes 03 seconds east 536.09 feet to a point on the southernmost outline of Parcel No. 34; thence binding on the southernmost outline of parcel No. 34 and parcel no. 37 to the aforesaid subdivision, south 79 degrees 50 minutes 29 seconds east 457.41 feet to a point; thence south 56 degrees 42 minutes 57 seconds east 309.20 feet to a point and; thence binding on the southernmost outline of Parcel No. 37, north 32 degrees 54 minutes 09 seconds east 830.53 feet to a point on the southeasternmost right-of-way line of Maryland Route 19; thence leaving Davis Estates and binding on the aforesaid right-of-way, south 57 degrees 04 minutes 24 seconds east 821.73 feet to the place of beginning. CONTAINING in all 150.001 acres of land, more or less, as surveyed by J. R. McCrone,Jr., Inc., Registered Professional Engineers and Land Surveyors in August of 1976.

TOGETHER WITH a right-of-way 50 feet wide leading from the herein lands to Rabbit Hill Road. Said right-of-way being located between Parcel No. 6 and Parcel No. 33 of the above mentioned subdivision entitled "Davis Estates Plat One".

THIRD: That the auctioneer announced immediately prior to the sale that your Assignee had a copy of a plat depicting the property in question for any interested persons to inspect, but no one came forward to review same.

FOURTH: That your Assignee announced immediately prior to the sale that the successful bidder would be required to sign a Contract of Sale prepared by the Assignee and that the successful bidder would be required to sign an affidavit as required by Maryland Rules, and that any interested party could review same at that time. No one came forward.

Your Assignee then and there sold the said property to Farmers Home Administration, it being the highest bidder therefor, at the sum of ONE HUNDRED SIXTY THOUSAND DOLLARS ($ 160,000.00), and said purchaser has satisfactorily complied with the terms of sale.

Respectfully submitted,

Robert E. Jarrell, Assignee

STATE OF MARYLAND, CAROLINE COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 22nd day of April, 19 85, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, aforesaid, personally appeared Robert E. Jarrell, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are correct and true as therein stated, to the best of his knowledge and belief and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

My commission expires: 7/1/86

Bonnie T. Vogt
Notary Public.
Bonnie T. Vogt

BONNIE T. VOGT NOTARY PUBLIC CAROLINE CO. MD.

18 PAGE 47

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT E. JARRELL, Assignee

vs.

KENNETH C. LUCAS and

SUE E. LEAGER

Civil No. 84-00136

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 15th day of May, 1985 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin,
Clerk

CIVIL NO. 84-00136

Centreville, Md. 4/17 19 85

We Hereby Certify

That the annexed advertisement of

Assignee's sale

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 22nd day of April 19 85 And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 3rd day of April 19 85, and the last insertion on the 17th day of April 19 85.

Publishers, Record Observer

Per

RECEIVED
1985 MAY 17 AM 11:25
QUEEN ANNE'S COUNTY

Assignee's Sale

of 150 ACRES, m/l and MODERN DWELLING Located on the south side of Md. Rt. 319 Near Church Hill, Maryland

Under and by virtue of the Power of Sale contained in a mortgage from Kenneth E. Luces and Sue E. Luces to The Federal Land Bank of Baltimore, dated June 14, 1978 and recorded in Liber C.W.C. No. 136, folio 376, a Land Record 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 Court House door, Centreville, Maryland at 1:30 p.m.

Mon., April 22, 1985

ALL that parcel or tract of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, lying on the southerly side of Maryland Route 19, containing 150.001 acres of land, more or less, as appears more fully from a plat entitled "Survey Of Part of Land of East Coast Properties, Inc. to Kenneth C. Luces and Sue E. Luces, his wife, dated June 14, 1978 and recorded in Liber C.W.C. No. 136, folio 372, one of the Land Records for Queen Anne's County, Maryland.

TOGETHER WITH a right-of-way fifty (50) feet wide leading from the herein described lands to Rabbit Hill Road. Said right-of-way being located between parcel No. 6 and parcel No. 33 of the above mentioned subdivision entitled "Davis Estates Plat One".

IMPROVEMENTS: Property is improved by a modern 2 story frame dwelling with full basement – about 4 years old and miscellaneous farm buildings.

TERMS OF SALE: a cash deposit or certified check of $10,000.00 shall be paid at the time and place of sale, balance in cash at settlement which shall be ten (10) days after final ratification of sale by the Circuit Court of Queen Anne's County unless said period is extended by the Assignee, his successors or assigns for good cause shown, time being of the essence; interest at the rate of ten percent (10%) per annum shall be paid on unpaid purchase money from date of sale to date of settlement. Taxes to 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.

ROBERT E. JARRELL, ASSIGNEE
Auctioneer: Louis C. Andrew
RB-4-3-3t-013

18 PAGE 49

LIBER 3 PAGE 696

Ætna LIFE & CASUALTY

INCREASE CERTIFICATE

THE ÆTNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

Bond No. 98S100122671
Civil No. 84-000136

Amount of Bond $ 80,000.00

Principal Robert E. Jarrell

Hereby increased to $ 160,000.00

Obligee State of Maryland

As of the 22nd day of April, 19 85, the amount of the above described bond is increased from the sum of $ 80,000.00 to the sum of $ 160,000.00, but the liability of the Surety for any acts or defaults occurring before the effective date hereof shall in no event exceed the sum first named, and the aggregate liability for any and all acts and defaults, whenever committed, shall in no event exceed the sum last named, it being the intent hereof to preclude cumulative liability. This certificate, when signed by the Principal, shall become a part of the said bond.

Signed, sealed and dated this 29th day of May, 19 85.

THE ÆTNA CASUALTY AND SURETY COMPANY

By Richard W. Hinkle
Richard W. Hinkle Attorney-in-Fact

I hereby consent to the above increase.

Witness my hand and seal this 29th day of May, 19 85.

Robert E. Jarrell (Seal)
Robert E. Jarrell Principal

CERTIFIED COPY OF
POWER ATTORNEY ATTACHED

INSTRUCTIONS TO AGENTS – IMPORTANT

Do not deliver this certificate to the Obligee until it has been dated and signed by the Principal. One signed copy must be returned to the Surety.

Surety approved
and Bond Filed

IF 304 F1 11-67

CAT. 123166
PRINTED IN U.S.A.

18 ... 50

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM No. 3, folio 696, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 10th day of June, 1985

Marguerite W. Mankin

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

CS/bc EBT Leager 1 6/12/85 18 AM 51

ROBERT E. JARRELL, ASSIGNEE Plaintiff	*	IN THE CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
vs.	*	CIVIL No. 84-00136
KENNETH C. LUCAS SUE E. LEAGER Defendants	*	
	*	

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

EXCEPTIONS TO SALE

Sue Ellen Leager, Defendant, by her attorneys, Waller S. Hairston, Esquire, and Henry, Hairston & Price, excepts to the ratification of the sale made and reported to this Court in a Memorandum of Sale filed herein on April 25, 1985, for the following reasons:

1. That Sue Ellen Leager (hereinafter referred to as Mrs. Leager) was married to Kenneth Clarence Lucas (hereinafter referred to as Mr. Lucas) on May 14, 1967, and divorced from same by this Honorable Court on April 27, 1984. (A copy of said divorce decree is attached hereto, marked Exhibit A and incorporated herein by reference).

2. During the course of said marriage, Mrs. Leager and Mr. Lucas acquired title to a farm, said farm being the subject of the sale to which this exception is filed, various livestock and equipment.

3. That the Federal Land Bank Association held a first mortgage on said farm and that the Farmers Home Administration (hereinafter FHA) held a second mortgage on said farm, house and various equipment and livestock.

HENRY, HAIRSTON & PRICE
ATTORNEYS AT LAW
EASTON, MARYLAND

1985 JUN 14 PM 12:38
QUEEN ANNE'S COUNTY

4. That pursuant to Mrs. Leager's and Mr. Lucas' property settlement and separation agreement, paragraph 8, Mr. Lucas was to pay Mrs. Leager for her equity in the jointly held farm, livestock and equipment, a sum of Forty-Two Thousand, Five Hundred Eleven Dollars ($42,511.00) over a period of about twelve (12) years. (A copy of said property settlement and separation agreement is attached hereto, marked Exhibit B and incorporated herein by reference.)

5. That pursuant to said property settlement agreement, paragraph 8, Mr. Lucas was to assume all debts of the parties and to indemnify Mrs. Leager and hold her harmless from any debt payment, such debts including the first mortgage with the Federal Land Bank and second mortgage with FHA.

6. That Mr. Lucas made said payments to Mrs. Leager as required by said property settlement up until 1983 wherein he made only eight (8) monthly payments, the last said payment being received on October 29, 1983, no further payments having been received.

7. That in the spring of 1984, Mr. Lucas became delinquent with the Federal Land Bank and ceased to make any payments to Federal Land Bank after September 1984.

8. That on or about October 10, 1984, Mrs. Leager had a telephone conversation with Mr. Richard McMullen, at that time the County Supervisor for the FHA in Queen Anne's

HENRY, HAIRSTON & PRICE
ATTORNEYS AT LAW
EASTON, MARYLAND

County, during which he informed Mrs. Leager that he and Mr. Lucas had "contemplated" allowing said farm property to go to foreclosure with the Federal Land Bank, the FHA buying said property back at public auction, renting it to Mr. Lucas and thereafter selling it back to Mr. Lucas. Mr. McMullen stated to Mrs. Leager that he explained to Mr. Lucas that this was a procedure that would allow Mr. Lucas to get Mrs. Leager's name off the title to said farm property and the mortgages. Mr. McMullen went on to explain that they would probably be prevented from bidding on said property because their bids are limited to one of two figures: the amount of the liens on said property or the amount of the appraised value. Mr. McMullen stated that if a bid was made higher than these figures, which he assumed would happen at a public auction for said property, the FHA would not be able to buy the property. And further, Mr. McMullen explained that his theory of the FHA buying the property back and subsequently selling it to Mr. Lucas would work if the FHA could bid for the property within the constraints of the amounts mentioned above.

9. That Mr. Richard McMullen of the FHA and Mr. Lucas have been close friends for a period of twelve (12) years.

10. That in August 1984, Mrs. Leager filed with this Honorable Court a Complaint against Mr. Lucas for, among other things, either a partition or sale of said farm property.

HENRY, HAIRSTON & PRICE
ATTORNEYS AT LAW
EASTON, MARYLAND

11. That in October 1984, Mrs. Leager received a notice of intention to foreclose from the Federal Land Bank on its mortgage on said farm property. At that time, the only amount due the Federal Land Bank by Mr. Lucas was Four Hundred Forty-Three Dollars and Nineteen Cents ($443.19).

12. That due to the pending hearing with regard to Mrs. Leager's Complaint requesting a partition or sale of said farm property, the Federal Land Bank agreed to postpone its foreclosure proceedings until the conclusion of said hearing.

13. That on December 4, 1984, a pre-trial hearing was held regarding Mrs. Leager's Complaint, the result of which was an Order by this Honorable Court of January 18, 1985, ordering said farm property be sold by Trustees, Robert R. Price, III, and James Elmer Thompson, Jr., with such proceeds to be divided among the parties.

14. That at said pre-trial hearing on December 4, 1984, attended by Judge Clayton C. Carter; Mr. and Mrs. Leager and her attorney, Marian McKennan; Mr. and Mrs. Lucas and his attorney, Robert R. Price, III; Mr. Philip Yost and Mark Englebrecht, both of the Federal Land Bank; and Mr. McMullen of the FHA; it was agreed that in order that the Court appointed trustees have a chance to sell said farm property pursuant to the forthcoming Court order, the Federal Land Bank would not foreclose on said farm property for a period of six (6) months if Mr. Lucas would agree to

MERRY, HAIRSTON & PRICE
ATTORNEYS AT LAW
EASTON, MARYLAND

make said monthly payments as required by his mortgage to the Federal Land Bank.

15. That Mr. Lucas agreed to make said payments to the Federal Land Bank for six (6) months in return for Federal Land Bank's forebearing to foreclose; said agreement being attested to by those in attendance at the meeting. (Said affidavits of Marian McKennan, Philip Yost and Mark Englebrecht are attached hereto and marked Exhibits C, D and E respectively, and incorporated herein by reference.)

16. That Mrs. Leager on the request of Mark Englebrecht went to the Federal Land Bank office to sign papers and to pay a default charge in order to reinstate the mortgage with the Federal Land Bank for the six (6) month period as agreed at the pre-trial hearing.

17. That in blatant disregard of his promise at said pre-trial hearing, Mr. Lucas refused to sign said papers to reinstate said mortgage and thereafter made no payments to the Federal Land Bank.

18. That the Federal Land Bank thereafter foreclosed on said farm property in or about April 1985, pursuant to which a public auction for said property was held on April 22, 1985, said property being purchased by the FHA as predicted by Mr. McMullen to Mrs. Leager, for One Hundred Sixty Thousand Dollars ($160,000.00).

19. That the proceeds from said sale on April 22, 1985, are to be distributed to the Federal Land Bank and FHA

HENRY, HAIRSTON & PRICE
ATTORNEYS AT LAW
EASTON, MARYLAND

for the first and second mortgage as held on said farm property.

20. That before said public auction on April 22, 1985, Mr. Lemuel Kinnamon through Mr. Robert R. Price, III, made an offer to buy said farm property for One Hundred Seventy Thousand Dollars ($170,000.00), such offer being turned down by the FHA as not being adequate to cover all of the liens.

21. That on the date of the auction, April 22, 1985, Mrs. Leager asked an agent of the FHA, Mr. Carl Stump, if she could rent said farm property and was informed that Mr. Stump needed instructions from his supervisor as to the procedure for renting said property.

22. That Mrs. Leager called at least on two other occasions to inquire as to the possibilities of her renting said property, the response to such inquiries continuing to be that instructions were needed.

23. That on or about the first week of May, Mrs. Leager called the FHA again and was informed by Mr. Stump that the farm had been rented to Mr. Lucas with no explanation as to why her request was denied.

24. That in fact Mr. Lucas is renting the farm from the FHA for Six Hundred Twenty-Five Dollars ($625.00) per month.

HENRY, HAIRSTON & PRICE
ATTORNEYS AT LAW
EASTON, MARYLAND

25. That said sale was had in accordance with the collusion and conspiracy between the FHA and Mr. Lucas as explained to Mrs. Leager by Mr. McMullen of the FHA in order

to delete Mrs. Leager's name from the title and mortgage to said property and to sell said property back to Mr. Lucas.

26. That due to such collusion and conspiracy between the FHA and Mr. Lucas, Mrs. Leager has been defrauded of her equitable share of said farm property and will suffer irreparable harm and damages if said sale is ratified.

WHEREFORE, Mrs. Leager prays that this Court decree that the foreclosure sale herein be set aside.

Waller S. Hairston
Waller S. Hairston

HENRY, HAIRSTON & PRICE

By Waller S. Hairston

National Bank Building
P.O. Box 838
Easton, Maryland 21601
Attorneys for Sue Ellen Leager

REQUEST FOR HEARING

Mrs. Leager through her attorneys, Waller S. Hairston and Henry, Hairston & Price, requests a hearing for her exceptions to sale.

Waller S. Hairston
Waller S. Hairston

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 14th day of June, 1985, I mailed a copy of the aforegoing Exceptions To Sale

HENRY, HAIRSTON & PRICE
ATTORNEYS AT LAW
EASTON, MARYLAND

to Robert E. Jarrell, Esquire, Nier, Jarrell, Hubbard and Evengam, 3 North First Street, P.O. Box 130, Denton, Maryland 21629, by first-class mail, postage prepaid.

Waller S. Hairston

Waller S. Hairston

HENRY, HAIRSTON & PRICE
ATTORNEYS AT LAW
EASTON, MARYLAND

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SUE ELLEN LUCAS	*	IN THE CIRCUIT COURT FOR
v.	*	QUEEN ANNE'S COUNTY, MARYLAND
KENNETH CLARENCE LUCAS	*	EQUITY NO. 7449

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

DECREE

THIS cause standing ready for hearing and being submitted and the proceedings having been read and considered,

IT IS THIS 27th day of April, 1984, by the Circuit Court for Queen Anne's County, in Equity, ADJUDGED, ORDERED and DECREED that the said SUE ELLEN LUCAS, the above named plaintiff, be and she is hereby divorced a vinculo matrimonii from the defendant, KENNETH CLARENCE LUCAS.

AND IT IS FURTHER ORDERED, that the provisions of the Property Settlement and Separation Agreement including but not limited to those provisions relating to the minor children of the parties, to wit, KENNETH PAUL LUCAS and SHARON ELIZABETH LUCAS, are incorporated in this decree by reference.

AND IT IS FURTHER ORDERED, that the support payments of SIXTY DOLLARS ($60.00) per month, per child, be made through the BUREAU OF CHILD SUPPORT ENFORCEMENT.

AND IT IS FURTHER ORDERED, that the plaintiff pay the costs of these proceedings.

Clayton C. Carr
JUDGE

MASON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617

Exhibit A

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

I HEREBY CERTIFY that the aforegoing is a true and exact copy from Liber M.W.M. No. 4, folio 270, a Divorce Decree 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 May, 1984.

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

18 PAGE 61

PROPERTY SETTLEMENT
AND
SEPARATION AGREEMENT

THIS AGREEMENT, made this 25th day of November, 1981, by and between KENNETH CLARENCE LUCAS, Route 1, Box 113A, Church Hill, State of Maryland, party of the first part, hereinafter referred to as "HUSBAND"; and SUE ELLEN LUCAS, Route 1, Box 113A, Church Hill, State of Maryland, party of the second part, hereinafter referred to as "WIFE".

WHEREAS, the parties hereto were married in Jonesboro, Craighead County, State of Arkansas, on May 14, 1967; and

WHEREAS, two children, namely, KENNETH PAUL LUCAS, age 11 years, born February 1, 1970, and SHARON ELIZABETH LUCAS, 5 years, born October 21, 1975, were born as a result of said marriage; and

WHEREAS, divers disputes and unhappy differences have arisen between the parties hereto for which reason they have agreed to separate and do hereby consent and agree to live separate and apart from each other during the balance of their natural lives; and commenced to live seperate and apart on November 7, 1981, and

WHEREAS, the said parties as Husband and Wife are entering into this Agreement in accordance with Article 16, Section 28, Annotated Code of Maryland (1957 Edition as amended) with respect to their property rights, maintenance of each other, and the care, custody, support and maintenance and visitation privileges with respect to their minor children.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consider-

SON, JR.
LAW
21617

Exhibit B

ation of the premises and to accomplish the end sought, both parties with full knowledge of the extent, value and character of the property owned by them, separately and jointly, and of their respective income, obligations and needs, do hereby freely and voluntarily agree as follows:

1. That it shall be lawful for each of the parties hereto at all times hereafter to live separate and apart from each other and that each party will allow and permit the other to reside and be in such place or places as either of them may from time to time choose or think fit. Each of said parties consenting and agreeing to live separate and apart from each other during the balance of their natural lives.

2. That all property of the HUSBAND, real, personal and mixed, that he now has or may hereafter acquire, shall be his sole and separate property wholly free from any rights of the WIFE during his life or after his death with full power in the HUSBAND to convey, assign, mortgage, charge, lease, or will the same as if unmarried.

3. That all property of the WIFE, real, personal and mixed or any property that she may hereafter acquire, shall be her sole and separate property wholly free from any rights of the HUSBAND during her life or after her death with full power in the WIFE to convey, assign, mortgage, charge, lease, or will the same as if unmarried and as her sole and separate estate, and as if she was a feme sole.

4. That the parties hereto do hereby waive, release, relinquish and surrender any and all marital rights that either

SON. JR. AO 81619

with the HUSBAND to have the right to visit said minor children and have said children visit with him at reasonable times and for reasonable periods so long as said visits shall not interfere with said children's welfare and schooling.

(b) The HUSBAND agrees to pay to the WIFE, in advance, the sum of SIXTY DOLLARS ($60.00) per month, per child, for the support and maintenance of each of said minor children; said payments to continue until the respective children either die, marry, or reach the age of eighteen (18) years, whichever shall first occur; provided, however, that if said children, or either of them, upon reaching the age of eighteen (18) years is still attending public school, then said payments shall continue until said child or children have finished public schooling.

7. The furniture, furnishings and other personal property in the home jointly occupied by the parties has heretofore been divided. Said personal property which is in the possession of the respective parties hereto shall be his or her sole and separate property as presently possessed.

8. The parties hereto have agreed that the HUSBAND shall assume all debts of the parties and shall indemnify and hold the WIFE harmless from any debt payment, and, in addition, shall pay the WIFE for her equity in the jointly owned farm, livestock and farm equipment the sum of FORTY TWO THOUSAND FIVE HUNDRED ELEVEN DOLLARS ($42,511.00). Said sum shall be paid with interest at the

IOMPSON, JR.
Y AT LAW
, MD. 21617
-0877

rate of TEN PERCENT (10%) per annum in the following manner: interest only in the amount of THREE HUNDRED FIFTY-FOUR DOLLARS TWENTY-FIVE CENTS ($354.25) per month shall be paid through December 31, 1982. Beginning January 1, 1983, the principal indebtedness and the TEN PERCENT (10%) interest herein referred to shall be paid in ONE HUNDRED NINETEEN(119) equal, consecutive, monthly installments of FIVE HUNDRED SIXTY-ONE DOLLARS SIXTY-FIVE CENTS ($561.65) each, with a ONE HUNDRED TWENTIETH (120) and final installment for the remainder of principal and interest then due. Prepayment of said indebtedness shall be permitted at any time, in whole or in part, without premium or penalty, with interest to cease on that portion of the principal indebtedness so prepaid. When all of the above payments have been made the WIFE agrees to convey by an appropriate instrument or instruments, at the expense of the HUSBAND, all of her right, title and interest in and to the jointly owned farm situate, lying and being in the Second Election District of Queen Anne's County, Maryland, on the easterly side of Rabbit Hill Road and to the rear of a subdivision known as Davis Estates, consisting of approximately 150 acres of land, more or less, and all livestock and equipment. In the event any payment is delinquent for four months, all sums previously paid shall be forfeited as WIFE'S share of profits and the portion of this Agreement relating to conveyance of real estate, livestock and equipment by the WIFE to the HUSBAND shall be null and void. During the period of this Agreement HUSBAND shall be entitled to all farm profits and shall suffer all losses.

9. It is fully understood by the parties that this Agreement is a full release and discharge by each in the property of the other and neither party will incur any debt or obligation on account of the other.

MPSON, JR.
AT LAW
NO. 21619
199

10. Each party has been advised of his or her rights under Courts and Judicial Proceedings Article 3, Subtitle 6A "Property Disposition in Divorce and Annulment", Annotated Code of Maryland and each desires to waive any and all rights which he or she may have thereunder.

11. Each party hereto declares that he or she has had independent legal advice by counsel of his or her own selection; that each fully understands the facts, and has been fully informed of all legal rights and liabilities; that after such advice and knowledge, each believes the Agreement to be fair, just and reasonable, and each signs the Agreement freely and voluntarily.

12. It is the intent, desire, and contract of the parties that in the event that an action for divorce is instituted anytime hereafter by either party in any court of competent jurisdiction, that the parties shall be bound by all the terms hereof, and even though the court may incorporate some or all of the terms hereof in said decree of divorce, this Agreement shall NOT be merged in any decree or judgment that may be granted in any such action, but shall survive the same and shall be forever binding and conclusive on the parties.

IN WITNESS WHEREOF, the said parties hereto have set their hands and seals the day and year first above written.

WITNESS:

_____ as to _____ (SEAL)
Kenneth Clarence Lucas

_____ as to _____ (SEAL)
Sue Ellen Lucas

MIPSON, JR.
AT LAW
MD. 21617
1977

STATE OF MARYLAND)
) TO WIT:
COUNTY OF Kent)

I HEREBY CERTIFY, that on this 25th day of November, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared KENNETH CLARENCE LUCAS and made oath in due form of law that the foregoing PROPERTY SETTLEMENT AND SEPARATION AGREEMENT is his free and voluntary act and deed.

WITNESS my hand and Notarial Seal.

Patricia Jones
Notary Public
My Commission Expires: 7-1-82

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

I HEREBY CERTIFY, that on this 30th day of November, 1981, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared SUE ELLEN LUCAS and made oath in due form of law that the foregoing PROPERTY SETTLEMENT AND SEPARATION AGREEMENT is her free and voluntary act and deed.

WITNESS my hand and Notarial Seal.

[illegible]
Notary Public
My Commission Expires: [illegible]

MPSON, JR.
AT LAW
MD. 21617
972

18 MAR 87

AFFIDAVIT

STATE OF MARYLAND, COUNTY OF TALBOT, TO WIT:

Marian McKennan, being duly sworn, deposes and states under penalties of perjury as follows:

1. That she is over eighteen (18) years of age and competent to testify to the matters and facts herein contained.

2. That I am an attorney with the Legal Aid Bureau, Inc., located at 114 South Commerce Street, Centreville, Maryland, and represented Sue Ellen Lucas, now Mrs. Leager, before the Circuit Court of Queen Anne's County, Maryland, in Equity No. 7449, for a pre-trial conference held before Judge Clayton C. Carter on December 4, 1984. That said pre-trial, on December 4, 1984, was attended by Mr. Kenneth Clarence Lucas and his attorney; and two agents of the Federal Land Bank, Philip Yost and Mark Englebrecht, among others.

3. That during the course of said pre-trial hearing, the agents of the Federal Land Bank agreed not to move ahead with comtemplated foreclosure proceedings on Mr. Lucas' and Mrs. Leager's farm property for which the Federal Land Bank holds a first mortgage, for an indefinite period, if Mr. Lucas would agree to continue making the mortgage payments.

4. That Mr. Lucas did in fact agree and promise to continue to make said mortgage payments in order to have the Federal Land

Bank forebear its foreclosure proceedings.

Marian McKennan

SWORN TO before me this 13th day of June, 1985.

Notary Public

My Commission Expires:
July 1, 1986

18 pgs 69

AFFIDAVIT

STATE OF MARYLAND, COUNTY OF TALBOT, to wit:

Mark Englebrecht, being duly sworn, deposes and states under penalties of perjury as follows:

1. That he is over eighteen (18) years of age and competent to testify to the matters and facts herein contained.

2. That I am a supervisor for the Federal Land Bank and in such capacity attended a pre-trial hearing on December 4, 1984, concerning foreclosure proceedings by the Federal Land Bank against farm property belonging to Mr. Lucas and Mrs. Leager.

3. During the course of said pre-trial hearing, I along with Mr. Philip Yost, also an agent of the Federal Land Bank, agreed to stall the Federal Land Bank foreclosure proceedings against the farm property of Mr. Lucas and Mrs. Leager for a period of six (6) months, said forebearance being contingent upon Mr. Lucas making the proper mortgage payments for that six (6) month period.

4. That Mr. Lucas did in fact make a promise and agreed to make said mortgage payments for the period of six (6) months in return for the Federal Land Bank's forebearance to foreclose on said property for the same six (6) month period.

ORIGINAL To BE Filed later

Mark Englebrecht

SWORN TO before me this ____ day of _____, 1985.

Notary Public

My Commission Expires:
July 1, 1986

18 [illegible]

STATE OF MARYLAND, COUNTY OF TALBOT, to wit:

Philip Yost, being duly sworn, deposes and states under penalties of perjury as follows:

1. That he is over eighteen (18) years of age and competent to testify to the matters and facts herein contained.

2. That I am a supervisor for the Federal Land Bank and in such capacity attended a pre-trial hearing on December 4, 1984, concerning foreclosure proceedings by the Federal Land Bank against farm property belonging to Mr. Lucas and Mrs. Leager.

3. During the course of said pre-trial hearing, I along with Mr. Philip Yost, also an agent of the Federal Land Bank, agreed to stall the Federal Land Bank foreclosure proceedings against the farm property of Mr. Lucas and Mrs. Leager for a period of six (6) months, said forebearance being contingent upon Mr. Lucas making the proper mortgage payments for that six (6) month period.

4. That Mr. Lucas did in fact make a promise and agreed to make said mortgage payments for the period of six (6) months in return for the Federal Land Bank's forebearance to foreclose on said property for the same six (6) month period.

ORIGINAL TO BE Filed Later.

_____
Philip Yost

SWORN TO before me this ____ day of _____, 1985.

_____
Notary Public

My Commission Expires:
July 1, 1986

7-29-88 CA-84-00136 Jarrell vs. Lucas & Leager

Plaintiffs Exhibit

#1- Certified copy of divorce in case #7449.

#2. Order appointing Robert R Price III & James Elmer Thompson Jr. Trustees of Sale in case #7449

#3. Copy of Decree of Divorce in case. # 7449

#4. Property settlement agreement between Lucas's at time of Separation

#5. Follow-up letter dated 10-12-84 from Federal Land Bank to Kenneth Lucas & Sue E. Leager.

#6. Farm & Home Plan - Financing Statement dated

#7. - Notice Regarding Ratification of Sale.

#

18 PAGE 72

RECEIVED
CLERK, CIRCUIT COURT
1985 AUG -1 PM 4:09
QUEEN ANNE'S COUNTY

Centreville, Md. 6/5 19 85

We Hereby Certify

That the annexed advertisement of

Ratification of 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 15th day of June 19 85 And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 22nd day of May 19 85, and the last insertion on the 5th day of June 19 85.

Publishers, Record Observer

Per Dorothy M. Browne

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
ROBERT E. JARRELL, Assignee
vs
KENNETH C. LUCAS and
SUE E. LEAGER
Civil No. 84-00136

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 15th day of May, 1985 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin, Clerk
TRUE COPY, TEST
Marguerite W. Mankin, Clerk
BY: Betty M. Comegys, Deputy Clerk
RB-5-22-3t 052

CCC:mfe:8/5/85

18 AUG 73

ROBERT E. JARRELL, ASSIGNEE	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
KENNETH C. LUCAS SUE E. LEAGER	:	CIVIL NO. 84-00136

FINAL RATIFICATION OF SALE
AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and the exceptions timely filed to the report of sale having been denied, it is

ORDERED, by the Circuit Court for Queen Anne's County, this 5th day of August, 1985, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.

2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.

3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.

4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.

Clayton C. Carlson
Judge

1985 AUG -5 PM 2:55
QUEEN ANNE'S COUNTY

Distribution:
File
Fiduciary(s)
Court Auditor

| 18 PAGE 74 |

ROBERT E. JARRELL, ASSIGNEE	)	IN THE CIRCUIT COURT
Plaintiff	)	
	)	FOR QUEEN ANNE'S COUNTY
vs.	)	
KENNETH C. LUCAS and SUE E. LEAGER, formerly SUE E. LUCAS	)	
Defendants	)	CIVIL NO. 84-00136

APPLICATION FOR SURPLUS OF PROCEEDS OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Farmers Home Administration, pursuant to Rule W75 of the Maryland Rules of Procedure, hereby makes application to have the surplus of the proceeds of sale reported in this proceeding paid over to the said Farmers Home Administration, and in support of said Application submits the following:

1. That the real property which was the subject of this foreclosure proceeding was likewise the subject of a second mortgage from Kenneth C. Lucas and Sue E. Lucas to Farmers Home Administration, dated June 14, 1978 and recorded in Liber P.L.C. No. 136, Folio 381, in the original principal amount of Seventy Two Thousand ($72,000.00) Dollars, a copy of said second mortgage is attached hereto, incorporated by reference herein, and hereby designated as Exhibit "A" hereto.

2. That the real property which was the subject of this foreclosure proceeding was likewise the subject of a third mortgage

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CLERK, CIRCUIT COURT
1985 AUG -9 PM 12: 21
QUEEN ANNE'S COUNTY

from Kenneth C. Lucas and Sue E. Lucas to Farmers Home Administration, dated August 30, 1978 and recorded in Liber P.L.C. No. 140, Folio 195, in the original principal amount of Eighteen Thousand Nine Hundred Twenty ($18,920.00) Dollars, a copy of said third mortgage is attached hereto, incorporated by reference herein, and hereby designated as Exhibit "B" hereto.

3. That the real property which was the subject of this foreclosure proceeding was likewise the subject of a fourth mortgage from Kenneth C. Lucas and Sue E. Lucas to Farmers Home Administration, dated May 3, 1982, and recorded in Liber P.L.C. No. 184, Folio 666, in the original principal amount of Seventeen Thousand ($17,000.00) Dollars, a copy of said fourth mortgage is attached hereto, incorporated by reference herein, and hereby designated as Exhibit "C" hereto.

4. That, as of April 22, 1985, there was still outstanding an indebtedness due to Claimants and secured by the aforesaid second, third and fourth mortgages in the amount of $96,036.40, plus interest that might accrue thereafter.

5. That the said second, third and fourth mortgages are liens against said real estate and the improvements thereon.

6. That it appears likely that there will be surplus funds resulting from the sale arising from the foreclosure of the first mortgage against the subject property.

WHEREFORE, the Applicant applies for an order of this Court directing that the surplus of the proceeds of sale, after payment to

the holder of the first mortgage of its claim and expenses, be paid over to the Applicant according to the proper priority.

ATTEST:

Kathy Evans
Kathy Evans

FARMERS HOME ADMINISTRATION

BY: G. Wallace Caulk
G. WALLACE CAULK
State Director

STATE OF DELAWARE, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of August, 1985, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared G. WALLACE CAULK, State Director of the Farmers Home Administration, Applicant named in the foregoing Application for Surplus of Proceeds of Sale, and made oath in due form of law that the matters and facts therein stated are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Norma T. Collins
Notary Public
NORMA T. COLLINS

My Commission Expires: September 17, 1988.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that I mailed a copy of the aforegoing Application for Surplus of Proceeds of Sale to Robert E. Jarrell, Assignee, P. O. Box 130, Denton, Maryland 21629, by regular mail, postage prepaid, this 6th day of August, 1985.

G. Wallace Caulk
G. WALLACE CAULK
State Director
Farmers Home Administration
Applicant

DOCUMENT NO. 93620

Exhibit A

18 PAGE 77

Position 5

USDA-FmHA
Form FmHA 427-1 MD
(Rev. 6-16-75)

REAL ESTATE MORTGAGE FOR MARYLAND

THIS Second purchase money MORTGAGE is made and entered into by Kenneth C. Lucas and Sue E. Lucas, his wife,

residing in Queen Anne's County, Maryland, whose post office address is Rte. 1, Box 113A, Church Hill, Maryland 21623, 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:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
June 14, 1978	$72,000.00	5%	June 14, 2018

CLERK

1978 JUN 14 PM 2:13

QUEEN ANNE'S COUNTY

JUN 14-78 * 25703 *****18.00
JUN 14-78 A 25703 *****18.00

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(ies) of Queen Anne's.:

ALL that parcel or tract of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, lying on the southerly side of Maryland Route 19, containing 150.001 acres of land, more or less, as appears more fully from a plat entitled "Survey of Part of Lands of East Coast Properties", made by J. R. McCrone, Jr., Inc., Registered Surveyors, dated August 1976, and filed among the Land Records for Queen Anne's County, Maryland, simultaneously filed previously with the deed, and more particularly described as follows:

(over)

BEGINNING for the same at an iron pipe located in the southwesternmost right-of-way line of Maryland Route 19, a seventy-five (75) foot wide right-of-way at the intersection of the division line of the lands now or formerly of Theron L. Terbush (see C.M.C. 38/509) and the herein described lands;

THENCE, leaving said beginning point so fixed and binding on the westernmost outline of the Terbush lands, South 04° 54' 55" East 1,390.11 feet to an iron pipe;

THENCE, North 83° 12' 43" East 109.78 feet to an iron pipe and;

THENCE, still with the westernmost outline of the Terbush lands, South 04° 47' 17" East 893.44 feet to a stone located at the intersection of the division line of the aforesaid Terbush lands and the lands now or formerly of James J. Price (see C.M.C. 69/235) and the easternmost outline of the herein described lands;

THENCE, binding on the aforementioned Price lands, the following three (3) courses and distances, South 04° 47' 17" East 606.41 feet to an iron pipe;

THENCE, South 60° 58' 00" West 148.50 feet to a stone found marked "S.P. 3", and;

THENCE, South 83° 58' 06" West 817.59 feet to a point;

THENCE, leaving the Price lands and running for a new line of division through the lands now or formerly of East Coast Properties, Inc., (see C.M.C. 71/548), North 54° 45' 05" West 2,645.45 feet to an iron pipe on the southeasternmost outline of parcel No. 4 of a subdivision entitled "Davis Estates Plat One" recorded in the Plat Record Books of Queen Anne's County, Maryland in Liber C.M.C. 1, folio 9, passing in transit a concrete monument located 692.33 feet from the beginning thereof and still another concrete monument located 2,090.20 feet from the beginning thereof;

THENCE, binding on the southeasternmost side of parcels 4, 5 and 6 of the aforesaid Davis Estates, North 35° 14' 55" East 1,157.69 feet to a point on the southernmost side of a fifty (50) foot wide right-of-way;

THENCE, crossing said right-of-way, North 48° 11' 06" East 57.97 feet to a point;

THENCE, binding on the southeasternmost side of parcel No. 33 of the aforesaid Davis Estates, North 17° 47' 03" East 536.09 feet to a point on the southernmost outline of parcel No. 34;

THENCE, binding on the southernmost outline of parcel No. 34 and parcel No. 37 of the aforesaid subdivision, South 79° 50' 29" East 457.41 feet to a point;

THENCE, South 56° 42' 57" East 309.10 feet to a point and

THENCE binding on the southernmost outline of parcel No. 37, North 32° 54' 09" East 830.53 feet to a point on the southwesternmost right-of-way line of Maryland Route 19;

THENCE, leaving Davis Estates and binding on the aforesaid right-of-way, South 57° 04' 24" East 421.73 feet to the place of beginning. Containing in all 150.001 acres of land, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in August of 1976,

TOGETHER with a right-of-way fifty (50) feet wide leading from the herein lands to Rabbit Hill Road. Said right-of-way being located between parcel No. 6 and parcel No. 33 of the above mentioned subdivision entitled "Davis Estates Plat One".

BEING the same lands conveyed by deed bearing even date herewith from East Coast Properties, Inc., to the borrowers herein and recorded prior hereto.

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(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 incompetant, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Newark, Delaware 19711, and in the case of Borrower to him at his post office address stated above.

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, 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.

BOOK 136 PAGE 385

(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 RP, Section 7-105 of the Annotated Code of the Public General Laws of Maryland, or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto, or the Maryland Rules of Practice.

(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 this 14th day of June, 19 78.

TEST:

Anthony Liberisky (Witness)

Kenneth C. Lucas (SEAL)

Sue E. Lucas (SEAL)

STATE OF MARYLAND

State of Maryland, Kent County, to wit:

I hereby certify, that on this 14th day of June, 1978, before me, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Kenneth C. Lucas and Sue E. Lucas, his wife, mortgagors, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Joseph C. Lagiola, 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 $72,000.00 dollars represents part of the purchase price of the real estate herein described and has been paid over and disbursed to said mortgagors at or before the execution of the 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.

My commission expires July 1, 1978

Anthony Liberisky
Notary Public

DOCUMENT NO. 94765

Exhibit B
18 Pages 82
Position

USDA-FmHA
Form FmHA 427-1 MD
(Rev. 6-16-75)

REAL ESTATE MORTGAGE FOR MARYLAND

THIS Third MORTGAGE is made and entered into by Kennth C. Lucas and Sue E. Lucas, his wife,

residing in Queen Anne's County, Maryland, whose post office address is Rte. 1, Box 113A, Church Hill, Maryland 21623, 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:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
August 30, 1978	$18,920.00	8%	August 30, 1985

[illegible] PM 1:16
[illegible] S COUNTY

AUG 30-78 * 29236 *****18.00
AUG 30-78 A # 29236 *****18.00

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(ies) of Queen Anne.

All that parcel or tract of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, lying on the southerly side of Maryland Route 19, containing 150.001 acres of land, more or less, as appears more fully from a plat entitled "Survey of Part of Lands of East Coast Properties", made by J. R. McCrone, Jr., Inc., Registered Surveyors, dated August 1976, and filed among the Land Records for Queen Anne's County, Maryland, simultaneously filed previously with the deed, and more particularly described as follows:

BEGINNING for the same at an iron pipe located in the southwesternmost right-of-way line of Maryland Route 19, a seventy-five (75) foot wide right-of-way at the intersection of the division line of the lands now or formerly of Theron L. Terbush (see C.W.C. 38/509) and the herein described lands;

THENCE, leaving said beginning point so fixed and binding on the westernmost outline of the Terbush lands, South 04° 54' 55" East 1,390.11 feet to an iron pipe;

THENCE, North 83° 12' 45" East 109.78 feet to an iron pipe and;

THENCE, still with the westernmost outline of the Terbush lands, South 04° 47' 17" East 893.44 feet to a stone located at the intersection of the division line of the aforesaid Terbush lands and the lands now or formerly of James J. Price (see C.W.C. 69/235) and the easternmost outline of the herein described lands;

THENCE, binding on the aforementioned Price lands, the following three (3) courses and distances, South 04° 47' 17" East 606.41 feet to an iron pipe;

THENCE, South 60° 58' 06" West 148.50 feet to a stone found marked "S.F. 3", and;

THENCE, South 83° 58' 06" West 817.59 feet to a point;

THENCE, leaving the Price lands and running for a new line of division through the lands now or formerly of East Coast Properties, Inc., (see C.W.C. 71/548), North 54° 45' 05" West 2,645.45 feet to an iron pipe on the southeasternmost outline of parcel No. 4 of a subdivision entitled "Davis Estates Plat One" recorded in the Plat Record Books of Queen Anne's County, Maryland in Liber C.W.C. 1, folio 9, passing in transit a concrete monument located 692.33 feet from the beginning thereof and still another concrete monument located 2,090.20 feet from the beginning thereof;

THENCE, binding on the southeasternmost side of parcels 4, 5 and 6 of the aforesaid Davis Estates, North 35° 14' 55" East 1,157.69 feet to a point on the southernmost side of a fifty (50) foot wide right-of-way;

THENCE, crossing said right-of-way, North 48° 11' 06" East 57.97 feet to a point;

THENCE, binding on the southeasternmost side of parcel No. 33 of the aforesaid Davis Estates, North 17° 47' 03" East 536.09 feet to a point on the southernmost outline of parcel No. 34;

THENCE, binding on the southernmost outline of parcel No. 34 and parcel No. 37 of the aforesaid subdivision, South 79° 50' 29" East 457.41 feet to a point;

THENCE, South 56° 42' 57" East 309.20 feet to a point and

THENCE binding on the southernmost outline of parcel No. 37, North 32° 54' 09" East 830.53 feet to a point on the southwesternmost right-of-way line of Maryland Route 19;

THENCE, leaving Davis Estates and binding on the aforesaid right-of-way, South 57° 04' 24" East 821.73 feet to the place of beginning. Containing in all 150.001 acres of land, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyers in August of 1976,

TOGETHER with a right-of-way fifty (50) feet wide leading from the herein lands to Rabbit Hill Road. Said right-of-way being located between parcel No. 6 and parcel No. 33 of the above mentioned subdivision entitled "Davis Estates Plat One".

BEING the same lands conveyed by deed bearing even date herewith from East Coast Properties, Inc., to the borrowers herein and recorded prior hereto.

SUBJECT to existing mortgages to the Federal Land Bank of Baltimore and the United States of America, recorded among the Land Records of Queen Anne's County, Maryland, on June 11, 1973.

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, 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.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Newark, Delaware 19711, and in the case of Borrower to him at his post office address stated above.

18 AGE 86

(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 RP, Section 7-105 of the Annotated Code of the Public General Laws of Maryland, or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto, or the Maryland Rules of Practice.

(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 this 30th day of August, 19 78.

TEST:

Anthony Libersky (Witness)

Kenneth C. Lucas (SEAL)

Sue E. Lucas (SEAL)

STATE OF MARYLAND

nt County, State of Maryland, to wit:

I hereby certify, that on this 30th day of August, 1978, before me a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeard Kenneth C. Lucas and Sue E. Lucas, his wife, mortgagors, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Joseph J. Lagioia, 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 $18,920.00 represents the purchase price of silo on the described property and has been paid over and disbursed to the said mortgagors at or before the execution of the mortgage. The aforesaid agent of the mortgagee also made oath that the mortgagee is obligated to disburse all funds totalling and constituting the total consideration in the mortgage at one time, or in multiple future advances as set forth and 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.

y commission expires
July 1, 1982.

Anthony Libersky
Notary Public

DOCUMENT NO. 108,527

Exhibit C

18 PAGE 57

Position 5

USDA-FmHA
Form FmHA 427-1 MD
(Rev. 10-5-81)

REAL ESTATE MORTGAGE FOR MARYLAND

THIS MORTGAGE is made and entered into by Kenneth C. Lucas and Sue E. Lucas

residing in Queen Anne's County, Maryland, whose post office address is Rt. 1, Box 113-A, Church Hill, Maryland 21623, the mortgagor(s), herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, the mortgagee, whose principal office is located in Washington, D.C., herein called the "Government," and:

WHEREAS Borrower is justly indebted to the Government evidenced by one or more certain 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:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
5/3/82	$17,000.00	13¼%	5/3/2002

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will be increased after 3 years, as provided in the Farmers Home Administration regulations and the note.)

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, or any other statute administered by the Farmers Home Administration;

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;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a;

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 Maine.

County(ies) of QUEEN ANNE'S:

SEE ATTACHED SHEET

ALL that lot or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, lying on the southerly side of Maryland Route 19, containing 150.001 acres of land, more or less, as appears more fully from a plat entitled "Survey of Part of Lands of East Coast Properties", made by J. R. McCrone, Jr., Inc., Registered Surveyors, dated August, 1976, and filed among the Land Records for Queen Anne's County, Maryland, simultaneously with this deed, and more particularly described as follows:

BEGINNING for the same at an iron pipe located in the southwesternmost right-of-way line of Maryland Route 19, a seventy-five (75) foot wide right-of-way at the intersection of the division line of the lands now or formerly of Theron L. Terbush (see C.W.C. 38/509) and the herein described lands;

THENCE, leaving said beginning point so fixed and binding on the westernmost outline of the Terbush lands, South 04° 54' 55" East 1,390.11 feet to an iron pipe;

THENCE, North 83° 12' 43" East 109.78 feet to an iron pipe and;

THENCE, still with the westernmost outline of the Terbush lands South 04° 47' 17" West 893.44 feet to a stone located at the intersection of the division line of the aforesaid Terbush lands and the lands now or fomerly of James J. Price (see C.W.C. 69/235) and the easternmost out line of the herein described lands;

THENCE, binding on the aforementioned Price lands, the following three (3) courses and distances, South 04° 47' 17" East 606.41 feet to an iron pipe;

THENCE, South 60° 58' 06" West 148.50 feet to a stone found marked "S.F. 3", and;

THENCE, South 83° 58' 06" West 817.59 feet to a point;

THENCE, leaving the Price lands and running for a new line of division through the lands now or formerly of East Coast Properties, Inc., (see C.W.C. 71/548), North 54° 45' 05" East 2,645.45 feet to an iron pipe located on the southeasternmost outline of Parcel No. 4 of a subdivision entitled "Davis Estates Plat One" recorded in the Plat Record Books of Queen Anne's County, Maryland in Liber C.W.C. 1, folio 9, passing in transit a concrete monument located 692.33 feet from the beginning thereof and still another concrete monument located 2,090.20 feet from the beginning thereof;

THENCE, binding on the southeasternmost side of parcels 4, 5 and 6 of the aforementioned Davis Estates, North 35° 14' 55" East 1,157.69 feet to a point on the southe[illegible]ost side of a fifty (50) foot wide right-of-way;

THENCE, crossing said right-of-way, North 48° 11' 06" East 57.97 feet to a point;

THENCE, binding on the southeasternmost side of parcel No. 33 of the aforesaid Davis Estates, North 17° 47' 03" East 536.09 feet to a point on the southernmost outline of parcel No. 34;

THENCE, binding on the southernmost outline of parcel No. 34 and parcel No. 37 of the aforesaid subdivision, South 79° 50' 29" East 457.41' to a point;

THENCE, South 56° 42' 57" East 309.20 feet to a point and;

THENCE, binding on the southernmost outline of parcel No. 37, North 32° 54' 09" East 830.53 feet to a point on the southwesternmost right-of-way line of Maryland Route 19;

THENCE, leaving Davis Estates and binding on the aforesaid right-of-way, South 57° 04' 24" East 821.73 feet to the place of beginning. Containing in all 150.001 acres of land, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in August of 1976.

BEING the same land described in a deed to Kenneth C. Lucas and Sue E. Lucas, dated June 14, 1978, recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. 136, folio 372.

RECEIVED
CLERK, CIRCUIT COURT
1982 MAY -4 PM 2:58
QUEEN ANNE'S COUNTY

MAY -4-82 * 23320 *****21
MAY -4-82 A #23320 *****21

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 Borrower's self, Borrower's 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 Borrower 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 Borrower's 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

(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 (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the the Government--whether once or often--in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(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, security instrument held or 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 the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared 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 possession, 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 covenants all rights, inchoate or consummate, of descent.

(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 Borrower 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 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).

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(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 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.

(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 this _____ day of May, 19 82

TEST:

_____ (Witness)

Kenneth C. Lucas (SEAL)

Sue E. Lucas (SEAL)

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S } ss:

ACKNOWLEDGMENT AND AFFIDAVIT

I hereby certify that on this _____ day of May, 19 82, before me, a Notary Public of the State of Maryland, in and for the said County, personally appeared Kenneth C. Lucas and Sue E. Lucas, mortgagor(s), and acknowledged the aforegoing mortgage to be their act. At the same time also appeared J. Donald Braden, 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 or she is the agent of the mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Betsy Hamilton Notary Public

My commission expires the 1st day of July, 1982

CCC:mfe:8/16/85

ROBERT E. JARRELL, ASSIGNEE	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
KENNETH C. LUCAS SUE E. LEAGER	:	CIVIL NO. 84-00136

ORDER APPROVING CLAIM

The verified claim of Farmers Home Administration having been read and considered and it appearing that such claimant has an interest in the equity of redemption of the property which is the subject of this proceeding, it is this 16th day of August, 1985, by the Circuit Court for Queen Anne's County,

ORDERED, that after payment to the mortgagee of its claim and expenses, so much of any surplus proceeds of the sale made herein as will satisfy the claim of Farmers Home Administration shall be paid over to said claimant; provided, however, that such claim shall be considered together with all other claims filed and approved in this cause at the time when the Audit is prepared and that the surplus proceeds of sale shall be distributed equitably among all such claimants, subject to exception in accordance with Rule 2-543 (f).

Clayton C. Carter
Judge

Distribution:
Original - Court File
Photocopies:
John W. Sause, Jr., Court Auditor
Farmers Home Administration
Robert E. Jarrell, Assignee

1985 AUG 16 PM 2:21
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT E. JARRELL, Assignee :
:
v. : Civil #84-00136
:
KENNETH C. LUCAS, et al. :
:

: : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$ 160,000.00	
Interest on $ 150,000.00 @ 10% from 04/22/85 to 08/27/85 127 days @ $ 41.10		5,219.70	
Real property taxes from 04/22/85 to 06/30/85 as allowed at settlement		132.91	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 165,352.61
COMMISSIONS, to Fiduciary		$ 8,150.00-	
ATTORNEY FEE, per MORTGAGE		50.00-	
EXPENSES OF SALE			
Court costs	$ 461.00-		
Advertising			
Notices of sale	180.00-		
Report of sale	78.75-		
Bond premium	621.00-		
Auctioneer's fee	200.00-		
Property taxes	811.90-		
Certified mail	7.51-	2,360.16-	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 65.00-		
Postage & copies	2.08-	67.08-	10,627.24-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 154,725.37

RECEIVED
CLERK, CIRCUIT COURT
1985 DEC -4 PM 2:40
QUEEN ANNE'S COUNTY

INDEBTEDNESS DUE UNDER MORTGAGE		
Per Statement of Debt		
Principal	$ 71,504.37-	
Interest to 11/30/84	1,881.62-	
Interest on principal [Note A]		
11/30/84 to 06/21/85		
202 days @ $24.00	4,848.00-	$ 78,233.99-
AVAILABLE FOR DISTRIBUTION, as above		154,725.37
SURPLUS (plus any accrued interest) to be distributed to Farmers Home Administration per Order of August 16, 1985		$ 76,491.38

Note A The original interest rate under the Mortgage was 8.5%; but it was provided that the rate could be increased from time to time. The 12.5% rate shown in the Statement of Debt was used by the Fiduciary in the Suggested Account and has been used here on the assumption that the rate was properly increased in accordance with the Mortgage terms.

N O T I C E

The attached Account was filed on December 4, 1985. 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 Civil Action #84-00136. 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 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 persons on December 4, 1985:

Robert E. Jarrell, Esquire
3 North First Street
Denton, Maryland 21629

Kenneth C. Lucas
R.D. 1 Box 113-A
Church Hill, Maryland 21623

Waller S. Hairston, Esquire
Attorney for Sue E. Leager
Post Office Box 838
Easton, Maryland 21601

Farmers Home Administration
Room 124 Federal Building *
Centreville, Maryland 21617

* Notice was mailed to this address indicated in a pencil notation on the Order of August 16, 1985, such being the only address available in the proceeding.

John W. Sause, Jr.
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT E. JARRELL, Assignee :
:
v. : Civil #84-00136
KENNETH C. LUCAS, et al. :
:

: : : : :

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate 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 day of December, 1985,

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 Carter
JUDGE

1985 DEC 17 PM 3:52
QUEEN ANNE'S COUNTY

18 PAGE 98

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1985, OF PROPERTIES ASSESSED TO THE FOLLOWING: ALBERT J. AND CONSTANCE M. CLOUGH; MERLE J. HALL; TOWNSEND TOMLINSON, ET AL.; BETTY PORTER PERRIN; ROLAND AND JANET J. BAILEY; GUDSAY S. AND JOHN BOYD; LORENZO AND BETTY S. LEAK; WILLIAM THOMPSON; TIDEKEY CORP., N.V.; STANLEY W. AND NANCY W. WALKER; ALICE BAILEY; SELLERS BAILEY, HEIRS; HENRY AND DORIS J. BERNIKER; LINCOLN J. AND IRENE O. BROYHILL; ROBERT L. AND ANNIE CAVE; ANTHONY CIRILLO, JR.; RONALD E. DAVIS; GIUSEPPE DILUCCIA; ARTHUR H. EVANS; EDWARD AND SHARON GORDON; WILLIAM J. AND SANDRA HERCHENROEDER; CARTER A. III AND SYLVIA J. JENKINS; FRANK E. AND CLARA T. LANE; D. PATRICK AND JOANNE C. LEACH; INEZ M. NEIRA: PLATINUM ASSOCIATES, LTD.; EDWARD SEVERA, JR.; DAVID H. BARNHART; JOHN D. BENNETT; EMMA E.J. EVANS; SUSAN KAHN; RICHARD E. AND MARION B. SNYDER; NED THOMAS, HEIRS; CHARLES H. WILSON, HEIRS; LUCY DAVILA, ET AL.; STEVEN GIBBS; WAYNE W. GOLT; WILLIAM H. GREEN; WILLIAM H. AND ANITA GREEN; RICHARD M. AND GILBERT W. HUGH; WILLIAM E. AND JO ANNE KERR; CHARLES AND SARA TEAT; WICOMICO MODULAR HOMES CORP.; RUDOLPH C. GREEN; DREW C. HUGHES AND D. STANLEY; LAWRENCE E. AND LINDA KERR; MICHAEL BUSCH AND ANNA D.A. BOOTH; AUGUSTE F. BOYD; THOMAS AND IDA JONES; JAMES H. THOMAS; NATHANIEL FITCHETT; SUSIE MAY JOHNSON; CATHERINE A. DERICKSON; LOUISE B. MOORE AND LACY MOORE, JR. ALLEN B. DAVIS, SR.; ALLAN SCHNEIDER	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND CIVIL ACTION NO. 85-003299 CIVIL 329W CIV ADDL 70.00 SUBTOTAL 70.00

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

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:

CLERK'S OFFICE
1985 JUL 15 PM 3:19
QUEEN ANNE'S COUNTY

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
758-0577

1. That in the annual levy made by the County Commissioners of Queen Anne's County for the fiscal year 1984-1985 there were assessed to the respective persons taxes for Queen Anne's County and the State of Maryland and special assessments for roads and/or sewer 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 and special assessments were levied are hereinafter fully designated, the taxes and special assessments 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 and special assessments thereon were not paid when due.

3. That William H. Tolson, Treasurer, caused to be published in the Record Observer, a newspaper printed and published and of general circulation in Queen Anne's County, once in each of two successive weeks, between the 10th day of February and the 1st day of March, a list of all delinquents, together with the amount of taxes and special assessments 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 and/or special assessments, together with all interest and costs accrued thereon to the date of payment on or before the 10th day of April 1985, 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 and special assessments which were in arrears, with a notice of warning to such delinquents thereto appended that unless payment be made in full of said taxes and special assessments, together with all interest and costs accrued thereon to the date of payment on or before the 10th day of April 1985, the same would be collected by a 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 and special assessments in arrears thereon, including all taxes on personalty in arrears, by the owner of the real estate with a notice appended that if said taxes and special assessments, together with all interest, costs, expenses and commissions accrued and to accrue are not paid before the

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758 0977

third Tuesday of May 1985, 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 and special assessments in arrears on the several parcels of land, hereinafter described did proceed to sell on May 21, 1985, 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 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/or special assessments 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 W/Peters Corner, Templeville Road, being designated on Map 20, Block 14, as Parcel 76, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $1,080.00, assessed to Albert J. and Constance M. Clough for $23.87 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$	23.87
Interest		2.49
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	63.86
5% Commission		30.00
	$	93.86

The property was sold to Raymond Chmabers at and for the sum of Six Hundred Dollars ($600.00) 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 Duhamel Corner Road, N/E Barclay, being designated on Map 19, Block 24, as Parcel 71, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $3,910.00, assessed to Merle J. Hall for $86.41 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	86.41

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Interest	$	8.80
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	132.71
5% Commission		50.00
	$	182.71

The property was sold to William R. Wilson, III 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 First Election District of Queen Anne's County, Maryland, located N/Merricks Corner Road, N/E Roberts, being designated on Map 24, Block 15, as Parcel 44, Queen Anne's County Tax Maps, consisting of 7 acres of land, more or less and improvements. Assessed value $460.00, assessed to Townsend Tomlinson, et al., for $10.17 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	10.17
Interest		1.09
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	48.76
5% Commission		220.00
	$	268.76

The property was sold to T. L. Terbush, Sr. at and for the sum of Four Thousand Four Hundred Dollars ($4,400.00) 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 S/MD. Route 19, Roberts, being designated on Map 24, Block 19, as Parcel 118, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $6,430.00, assessed to Betty Porter Perrin for $142.10 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	142.10
Interest		14.50
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	194.10
5% Commission		40.00
	$	234.10

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758 0677

The property was sold to William R. Wilson, III 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 Second Election District of Queen Anne's County, Maryland, located S/MD Route 19, Roberts, being designated on Map 24, Block 19, as Parcel 142, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $1,210.00, assessed to Betty Porter Perrin for $26.74 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	26.74
Interest		2.78
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	67.02
5% Commission		65.00
	$	132.02

The property was sold to William R. WIlson, III at and for the sum of One Thousand Three Hundred Dollars ($1,300.00) he being then and there the highest bidder thereof.

THIRD DISTRICT

ALL that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located N/W Commerce Street, Centreville, being designated on Map 48, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $4,210.00, assessed to Roland and Janet J. Bailey for $93.04 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	93.04
Interest		9.51
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	140.05
5% Commission		7.50
	$	147.55

The property was sold to Susan Walsh at and for the sum of One Hundred Fifty Dollars ($150.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located S/Kidwell Lane, Centreville, being designated on Map 7, Queen Anne's County Tax Maps, consisting of lots. Assessed value

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$660.00, assessed to Gudsay S. and John Boyd for $14.59 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	14.59
Interest		1.55
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	53.64
5% Commission		35.00
	$	88.64

The property was sold to Autry Noblitt at and for the sum of Seven Hundred Dollars ($700.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located N/Brownsville Road, Brownsville, being designated on Map 44, Block 1, as Parcel 125, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value $1,080.00, assessed to Lorenzo and Betty S. Leak for $23.87 taxes in arrears plus interest,costs, and expenses to day of sale.

Taxes	$	23.87
Interest		2.49
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	63.86
5% Commission		50.00
	$	113.86

The property was sold to Eugene F. Deems, Jr. 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 Third Election District of Queen Anne's County, Maryland, located W/Burrisville Road, N/Burrisville, being designated on Map 28, Block 4, as Parcel 60, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less, and improvements. Assessed value $1,630.00, assessed to William Thompson for $36.02 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	36.02
Interest		3.72
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	77.24
5% Commission		80.00
	$	157.24

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758 0877

The property was sold to Howard Wood at and for the sum of One Thousand Six Hundred Dollars ($1,600.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located E/U.S. Route 213, S/E Centreville, being designated on Map 60, Block 16, as Parcel 2, Queen Anne's County Tax Maps, consisting of 195 acres of land, more or less, and improvements. Assessed value $30,340.00, assessed to Tidekey Corp., N.V. for $670.51 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	670.51
Interest		68.18
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	776.19
5% Commission		575.00
	$	1,351.19

The property was sold to Wilson Clark, et al., at and for the sum of Eleven Thousand Five Hundred Dollars ($11,500.00), he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Third Election District of Queen Anne's County, Maryland, located Lot 2, N/Browns Corner, N/Centreville, being designated on Map 29, Block 8, as Parcel 79, Queen Anne's County Tax Map, consisting of a lot. Assessed value $540.00, assessed to Stanley W. and Nancy W. Walker for $11.93 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	11.93
Interest		1.27
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	50.70
5% Commission		40.00
	$	90.70

The property was sold to William R. Wilson, III at and for the sum of Eight Hundred Dollars ($800.00) 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 W/Side Batts Neck Road, being designated on Map 63, Block 8, as Parcel 67, Queen Anne's County Tax Maps, consisting of a lot of land, more or less, and improvements. Assessed value $4,070.00,

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758-0311

assessed to Alice Bailey for $89.95 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	89.95
Interest		9.20
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	136.65
5% Commission		35.00
	$	171.65

The property was sold to Ingrid C. Saunders at and for the sum of Seven Hundred Dollars ($700.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located W/Side Batts Neck Road, being designated on Map 63, Block 8, as Parcel 56, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value $1,030.00, assessed to Sellers Bailey, Heirs, for $22.76 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	22.76
Interest		2.37
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	62.63
5% Commission		40.00
	$	102.63

The property was sold to Eugene F. Deems, Jr. 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 Fourth Election District of Queen Anne's County, Maryland, located Wilsontown, S/Stevensville, being designated on Map 56, Block 20, as Parcel 239, Queen Anne's County Tax Maps, consisting of 4 acres of land, more or less. Assessed value $860.00, assessed to Henry and Doris J. Berniker for $19.01 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	19.01
Interest		1.99
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	58.50
5% Commission		65.00
	$	123.50

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The property was sold to Wilson Clark at and for the sum of One Thousand Three Hundred Dollars (1,300.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 4, Block B. Castle Marina, being designated on Map 57, Block 2, as Parcel 383, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value $5,550.00, assessed to Lincoln J. and Irene O. Broyhill for $122.66 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	122.66
Interest		12.52
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	172.68
Sewerage assessment plus interest, costs, and expenses to day of sale Account No. KE21		156.91
	$	329.59
5% Commission		280.00
	$	609.59

The property was sold to Charles Anthony, Jr. at and for the sum of Five Thousand Six Hundred Dollars ($5,600.00) 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 Lot 8, Block 33, Section 2, Bay City, being designated on Map 56A, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value $4,880.00, assessed to Robert L. and Annie Cave for $107.85 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	107.85
Interest		11.02
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	156.37
5% Commission		250.00
	$	406.37

The property was sold to TOV MAZEL, INC. at and for the sum of Five Thousand Dollars ($5,000.00) it 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 24, Block T, Plat 1, Cloverfields, being designated on Map

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49F, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value $2,150.00, assessed to Anthony Cirillo, Jr. for $47.52 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	47.52
Interest		4.89
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	89.91
Road assessment plus interest, costs, and expenses to day of sale		610.19
	$	700.10
5% Commission		80.00
	$	780.10

The property was sold to Ingrid and Jota Saunders at and for the sum of One Thousand Six Hundred Dollars ($1,600.00) they 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 9-11, Block T, Kent Island Estates, Section 3, being designated on Map 70A, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value $4,700.00, assessed to Ronald E. Davis for $103.87 taxes in arrears plus interst, costs and expenses to day of sale.

Taxes	$	103.87
Interest		10.61
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	151.98
5% Commission		325.00
	$	476.98

The property was sold to Charles Anthony, Jr. at and for the sum of Six Thousand Five Hundred Dollars ($6,500.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 1, Block D, Section 1, Kent Island Estates, being designated on Map 70B, Queen Anne's County Tax Maps, consisting of a lot of land, more or less. Assessed value $2,820.00, assessed to Giuseppe Diluccia for $62.32 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	62.32
Interest		6.40
Advertising		15.00

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Attorney	$ 15.00
Auctioneer	7.50
	$ 106.22
5% Commission	155.00
	$ 261.22

The property was sold to TOV MAZEL, INC. at and for the sum of Three Thousand One Hundred Dolalrs ($3,100.00) it 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 S/Lane to Lee Prop., Chester, being designated on Map 57, Block 9, as Parcel 271, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less, and improvements. Assessed value $4,490.00, assessed to Arthur H. Evans for $99.23 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 99.23
Interest	10.14
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 146.87
Sewerage assessment plus interest, costs, and expenses to day of sale Account No. KF139	283.51
	$ 430.38
5% Commission	155.00
	$ 585.38

The property was sold to Vaughn Truxon and Wilbert Truxon at and for the sum of Three Thousand One Hundred Dollars ($3,100.00) they 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 119 A, Benton's Pleasure, being designated on Map 57, Block 19, as Parcel 378, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less, and improvements. Assessed value $26,190.00, assessed to Edward and Sharon Gordon for $578.80 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 578.80
Interest	58.86
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 675.16
5% Commission	50.00
	$ 725.16

The property was sold to William R. Wilson, III, at and

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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 lyng and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 3, Block X, Plat 1, Cloverfields, being designated on Map 49F, Queen Anne's County Tax Maps, consisting of a lot of land. Assessed value $4,300.00, assessed to William J. and Sandra Herchenroeder for $95.03 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	95.03
Interest		9.31
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	141.84
Road Assessment		610.20
	$	752.04
5% Commission		200.00
	$	952.04

The property was sold to Charles E. Anthony, Jr. at and for the sum of Four Thousand Dollars ($4,000.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 19, Block F, Section 2, Kent Island Estates, being designated on Map 70B, Queen Anne's County Tax Maps, consisting of a lot of land. Assessed value $3,650.00, assessed to Carter A. III and Sylvia J. Jenkens for $80.67 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	80.67
Interest		8.25
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	126.42
5% Commission		105.00
	$	231.42

The property was sold to Charles E. Anthony, Jr. at and for the sum of Two Thousand One Hundred Dollars ($2,100.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 40, Block F, Section 2, Kent Island Estates, being designated on Map 70B, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $2,280.00, assessed to Frank E. & Clara T. Lane for $50.39 taxes in arrears plus interest, costs, and expenses to day of sale.

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Taxes	$ 50.39
Interest	5.18
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 93.07
5% Commission	110.00
	$ 203.07

The property was sold to TOV MAZEL, INC. at and for the sum of Two Thousand Two Hundred Dollars ($2,200.00) it 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 12-13, Block Y, Plat 1, Cloverfields, being designated on Map 49F, Queen Anne's County Tax Maps, consisting of 2 lots. Assessed value $4,840.00, assessed to D. Patrick and JoAnne C. Leach for $106.96 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 106.96
Interest	10.92
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 155.38
5% Commission	220.00
	$ 375.38

The property was sold to Eugene F. Deems, 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 5, Block F, Cloverfields, Plat 4, being designated on Map 49B, Queen Anne's County Tax Maps, consisting o a lot. Assessed value $2,590.00, assessed to Inez M. Neira for $57.24 taxes in arrears plus interest, costs and expenses to day of sale.

Taxes	$ 57.24
Interest	5.88
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 100.62
5% Commission	135.00
	$ 235.62

The property was sold to Raymond Chambers at and for the sum of Two Thousand Seven Hundred Dollars ($2,700.00) he being

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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 N/U.S. Route 50, E/of Chester, being designated on Map 57, Block 10, Parcel 434, Queen Anne's County Tax Maps, consisting of 6 acres of land, more or less. Assessed value $57,580.00, assessed to Platinum Associates, Ltd. for $1,272.52 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 1,272.52
Interest	109.15
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 1,419.17
5% Commission	950.00
	$ 2,369.17

The property was sold to Wilson Clark at and for the sum of Nineteen Thousand Dollars ($19,000.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Part of 5, Block 15, Love Point, being designated on Map 41, Block 7, as Parcel 17, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $540.00, assessed to Edward Severa, Jr. for $11.93 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 11.93
Interest	1.27
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 50.70
5% Commission	45.00
	$ 95.70

The property was sold to Shirley M. Severa at and for the sum of Nine Hundred Dollars ($900.00) she being then and there the highest bidder thereof.

FIFTH DISTRICT

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located N/Cemetary Lane, S/E Grasonville, being designated on Map 58, Block 24, as Parcel 376, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $11,940.00, assessed to

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David H. Barnhart for $263.87 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 263.87
Interest	26.87
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 328.24
5% Commission	105.00
	$ 433.24

The property was sold to Ingrid and Jota Saunders at and for the sum of Two Thousand One Hundred Dollars ($2,100.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located Lot 88, Section 2, West Prospect Plantation, being designated on May 72, Block 4, as Parcel 109, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $66,660.00, assessed to John D. Bennett for $1,473.19 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 1,473.19
Interest	149.73
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 1,660.42
Sewerage assessment plus interest, costs, and expenses to day of sale Account No. P88	345.87
	$ 2,006.29
5% Commission	125.00
	$ 2,131.29

The property was sold to Queen Anne's County at and for the sum of Two Thousand Five Hundred Dollars ($2,500.00) it 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 W/side Evans Avenue, Grasonville, being designated on Map 58, Block 17, as Parcel 523, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $6,840.00, assessed to Emma E. J. Evans for $151.16 taxes in arrears plus interest, costs, and

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expenses to day of sale.

Taxes	$	151.16
Interest		15.42
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	204.08
5% Commission		235.00
	$	439.08

The property was sold to Thomas Ewing, Sr. at and for the sum of Four Thousand Seven Hundred Dollars ($4,700.00) 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 W/ Bloomingdale Road, S/Centreville, being designated on Map 52, Block 20, as Parcel 34, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $650.00, assessed to Susan Kahn for $14.37 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	14.37
Interest		1.52
Advertising		15.00
Attorney		15.00
Auctioneer		7.50
	$	53.39
5% Commission		50.00
	$	103.39

The property was sold to Hazel Dudley at and for the sum of One Thousand Dollars ($1,000.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located N/U.S. Route 50, N/Grasonville, being designated on Map 58, Block 14, as Parcel 613, Queen Anne's County Tax Maps, consisting of 7 acres of land, more or less and improvements. Assessed value $61,030.00, assessed to Richard E. and Marion B. Snyder for $1,348.76 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$	1,348.76
Interest		137.09
Advertising		15.00

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Attorney	$ 15.00
Auctioneer	7.50
	$ 1,523.35
Sewerage assessment plus interest, costs, and expenses to day of sale Account No. KI75	1,186.98
	$ 2,710.33
5% Commission	350.00
	$ 3,060.33

The property was sold to T. L. Terbush, Sr. at and for the sum of Seven Thousand Dollars ($7,000.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located W/Saw Mill Road, S/E 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 $3,280.00, assessed to Ned Thomas, Heirs, for $72.49 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 72.49
Interest	7.43
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 117.42
5% Commission	5.50
	$ 122.92

The property was sold to Charles Dorsey Wilson at and for the sum of Three Thousand Two Hundred Dollars ($3,200.00) 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 N/side Maryland Route 18, E/Grasonville, being designated on Map 58, Block 18, as Parcel 476, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $2,190.00, assessed to Charles H. Wilson, Heirs for $48.40 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 48.40
Interest	4.98
Advertising	15.00
Attorney	15.00
1983-84 taxes	43.40

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Auctioneer		$ 7.50
		$ 134.28
Sewerage assessment plus interest, costs, and expenses to day of sale Account No. KM25		593.75
		$ 728.03
5% Commission		160.00
		$ 888.03

The property was sold to Queen Anne's County at and for the sum of Three Thousand Two Hundred Dollars ($3,200.00) it 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 W/Dudley's Corner, Crumpton-Pondtown, being designated on Map 6, Block 13, as Parcel 165, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $5,640.00, assessed to Lucy Davila, et al., for $124.64 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 124.64
Interest	12.72
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 174.86
5% Commission	180.00
	$ 354.86

The property was sold to Ingrid and Jota Saunders at and for the sum of Three Thousand Six Hundred Dollars ($3,600.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located E/Ewingtown Road, Ewingtown, being designated on Map 11, Block 7, as Parcel 46, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $10,840.00, assessed to Steven Gibbs for $239.56 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 239.56
Interest	24.39
Advertising	15.00

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Attorney	$ 15.00
Auctioneer	7.50
	$ 301.45
5% Commission	250.00
	$ 551.45

The property was sold to Ingrid and Jota Saunders at and for the sum of Five Thousand Dollars ($5,000.00) 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 Char-Nor Manor, Lots 22, 23, 24, Block C, being designated on Map 4, Block 6, as Parcel 76, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $3,260.00, assessed to Wayne W. Golt for $72.05 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 72.05
Interest	7.38
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 116.93
5% Commission	110.00
	$ 226.93

The property was sold to Autry Noblitt at and for the sum of Two Thousand Two Hundred Dollars ($2,200.00) 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 S/side 1st Street, Ewingtown, being designated on Map 11, Block 7, as Parcel 100, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value $500.00, assessed to William H. Green for $11.05 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 11.05
Interest	1.18
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 49.73
5% Commission	50.00
	$ 99.73

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The property was sold to Bernard Carter 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 N/side 1st Street in Ewingtown, being designated on Map 11, Block 7, as Parcel 44, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less. Assessed value $570.00, assessed to William H. and Anita Green for $12.60 taxes in arrears plus interest, costs,and expenses to day of sale.

Taxes	$ 12.60
Interest	1.34
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 51.44
5% Commission	30.00
	$ 81.44

The property was sold to Elese Murdoch at and for the sum of Six Hundred Dollars ($600.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located N/W U. S. Route 301, S/E Pondtown, being designated on Map 12, Block 8, as Parcel 199, Queen Anne's County Tax Maps, consisting of 43 acres of land, more or less. Assessed value $3,910.00, assessed to Richard M. and Gilbert W. Hugh for $86.41 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 86.41
Interest	8.84
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 132.75
5% Commission	560.00
	$ 692.75

The property was sold to Bernard Carter at and for the sum of Eleven Thousand Two Hundred Dollars ($11,200.00) he being then and there the highest bidder thereof.

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

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Seventh Election District of Queen Anne's County, Maryland located Lot 51, Section 1, Ducks Neck, being designated on Map 5, Block 1, as Parcel 296, Queen Anne's County Tax Maps, consisting of a lot and improvements. Assessed value $10,320.00, assessed to William E. and JoAnne Kerr for $228.07 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 228.07
Interest	23.24
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 288.81
5% Commission	175.00
	$ 463.81

The property was sold to Ingrid and Jota Saunders at and for the sum of Three Thousand Five Hundred Dollars ($3,500.00) they being then and there the highest bidders thereof.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located S/side Spring Road in Pondtown, being designated on Map 5, Block 18, as Parcel 70, Queen Anne's County Tax Maps, consisting of 1 acre of land, more or less and improvements. Assessed value $5,190.00, assessed to Charles and Sara Teat for $114.70 taxes in arrears plus interest, costs, and expenses to day of sale.

Taxes	$ 114.70
Interest	11.72
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 163.92
5% Commission	80.00
	$ 243.92

The property was sold to Elese Murdoch at and for the sum of One Thousand Six Hundred Dollars ($1,600.00) she being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Seventh Election District of Queen Anne's County, Maryland, located Lot 56, Block C, Char-Nor Manor, being designated on Map 4, Block 6, as Parcel 76, Queen Anne's County Tax Maps, consisting of a lot. Assessed value $210.00, assessed to Wicomico Modular Homes Corp. for $4.64 taxes in arrears plus interest, costs, and

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expenses to day of sale

Taxes	$ 4.64
Interest	.53
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 42.67
5% Commission	15.00
	$ 57.67

The property was sold to William R. Wilson, III, at and for the sum of Three Hundred Dollars ($300.00) he being then and there the highest bidder thereof.

SEWERAGE ASSESSMENTS

FOURTH DISTRICT

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located on State Street, Stevensville, being designated on Map 56, as Parcel 72, Queen Anne's County Tax Maps, consisting of a lot and dwelling. Assessed to Rudolph C. Green for $265.96 sewerage assessment in arrears plus interest, costs, and expenses to day of sale. Account No. KA95.

Sewerage assessment	$ 265.96
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 303.46
2% Commission	5.37
	$ 308.83

The property was sold to Eugene F. Deems, Jr. at and for the sum of Six Hundred Dollars ($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 in Kent Cove Condo's Building 13-A-2, being designated on Map 56, as Parcel 271, Queen Anne's County Tax Maps, consisting of a lot and condominium unit. Assessed to Drew C. Hughes and D. Stanley for $105.20 sewerage assessment in arrears plus interest, costs, and expenses to day of sale. Account No. KB 80.

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758 0877

Sewerage assessment	$ 105.20
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 142.70
2% Commission	1.98
	$ 144.68

The property was sold to TOV MAZEL, INC., at and for the sum of Nine Hundred Dollars ($900.00) it being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located in Harborview, being designated on Map 57, Block I, as Lot 5, Queen Anne's County Tax Maps, consisting of a lot and dwelling. Assessed to Lawrence E. and Linda L. Kerr for $185.40 sewerage assessment in arrears plus interest, costs, and expenses to day of sale. Account No. KC 144.

Sewerage assessment	$ 185.40
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 222.90
2% Commission	3.77
	$ 226.67

The property was sold to Eugene F. Deems, Jr. at and for the sum of Nine Hundred Dollars ($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 Queen's Landing, Lot 8A, Building 1-8, being designated on Map 49 as Parcel 22, Queen Anne's County Tax Maps, consisting of a lot and condominium unit. Assessed to Michael Busch and Anna D. A. Booth for $52.24 sewerage assessment in arrears plus interest, costs, and expenses to day of sale. Account No. KE 94.

Sewerage assessment	$ 52.24
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 89.74
2% Commission	1.12
	$ 90.86

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The property was sold to TOV MAZEL, INC. at and for the sum of One Thousand Dollars ($1,000.00) it 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 N/side Price Lane, Chester, being designated on Map 57, as Parcel 262, Queen Anne's County Tax Maps, consisting of a lot and dwelling. Assessed to Auguste F. Boyd for $238.62 sewerage assessment in arrears plus interest, costs, and expenses to day of sale. Account No. KF 108.

Sewerage assessment	$ 238.62
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 276.12
2% Commission	4.83
	$ 280.95

The property was sold to Raymond Chambers at and for the sum of Three Hundred Dollars ($300.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located S/Side Price Lane, Chester, being designated on Map 57, as Parcel 249, Queen Anne's County Tax Maps, consisting of a lot and dwelling. Assessed to Thomas and Ida Jones for $248.48 sewerage assessment in arrears plus interest, costs, and expenses to day of sale. Account No. KF 114.

Sewerage assessment	$ 248.48
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 285.98
2% Commission	5.03
	$ 291.01

The property was sold to Eugene F. Deems, Jr. at and for the sum of Three Hundred Dollars ($300.00) he being then and there the highest bidder thereof.

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758 0677

FIFTH DISTRICT

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located S/side Route 18 at Kent Narrows, being designated on Map 57, as Parcel 336, Queen Anne's County Tax Maps, consisting of a lot and 100 seat restaurant/dwelling/seafood market. Assessed to James H. Thomas for $497.00 sewerage assessment in arrears plus interest, costs and expenses to day of sale. Account No. KH 32.

Sewerage assessment	$ 497.00
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 534.50
2% Commission	10.06
	$ 544.56

The property was sold to John L. Murdoch at and for the sum of Six Hundred Dollars ($600.00) he being then and there the highest bidder thereof.

ALL that lot or parcel of land lying and being in the Fifth Election District of Queen Anne's County, Maryland, located E/side Melvin Avenue, Grasonville, being designated on Map 58, as Parcel 243, Queen Anne's County Tax Maps, consisting of a lot and dwelling. Assessed to Nathaniel Fitchett for $120.23 sewerage assessment in arrears plus interest, costs, and expenses to day of sale. Account No. KK 151.

Sewerage assessment	$ 120.23
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 157.73
2% Commission	2.46
	$ 160.19

The property was sold to Charles Dorsey Wilson at and for the sum of One Thousand Two Hundred Dollars ($1,200.00) 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 E/side Collier Lane, being designated on Map 58, as Parcels 404 and 485, Queen Anne's County Tax Maps, consisting of a lot and trailer.

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Assessed to Susie Mae Johnson for $54.55 sewerage assessment in arrears plus interest, costs, and expenses to day of sale. Account No. KK 220.

Sewerage assessment	$ 54.55
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 92.05
2% Commission	1.15
	$ 93.20

The property was sold to Queen Anne's County at and for the sum of Six Hundred Dollars ($600.00) it 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 S/side Grasonville Cemetery Road, being designated on Map 58, as Parcel 693, Queen Anne's County Tax Maps, consisting of a lot. Assessed to Catherine A. Derickson for $147.75 sewerage assessment in arrears plus interest, costs, and expenses to day of sale. Account No. KM 38.

Sewerage assessment	$ 147.75
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 185.25
2% Commission	3.02
	$ 188.27

The property was sold to Eugene F. Deems, Sr. at and for the sum of Three Hundred Dollars ($300.00) 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 N/side Wilson Road, being designated on Map 58, as Parcel 525, Queen Anne's County Tax Maps, consisting of a lot and dwelling. Assessed to Louise B. Moore and Lacy Moore, Jr. for $54.81 sewerage assessment in arrears plus interest, costs, and expenses to day of sale. Account KM 67.

Sewerage assessment	$ 54.81
Advertising	15.00
Attorney	15.00

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758-0873

Auctioneer	$ 7.50
	$ 92.31
2% Commission	1.16
	$ 93.47

The property was sold to Charles Dorsey Wilson at and for the sum of One Thousand One Hundred Dollars ($1,100.00) 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 N/side Maryland Route 18, Grasonville, being designated on Map 58, as Parcel 165, Queen Anne's County Tax Maps, consisting of a lot and dwelling. Assessed to Allen B. Davis, Sr. for $235.26 sewerage assessment in arrears plus interest, costs, and expenses to day of sale. Account No. KK 0206.

Sewerage assessment	$ 235.26
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 272.76
2% Commission	4.77
	$ 277.53

The property was sold to Eugene F. Deems, Jr. at and for the sum of Nine Hundred Dollars ($900.00) he being then and there the highest bidder thereof.

ROAD ASSESSMENT

FOURTH DISTRICT

ALL that lot or parcel of land lying and being in the Fourth Election District of Queen Anne's County, Maryland, located Lot 22, Block J, Plat 3, Cloverfields, being designated on Map 49D Queen Anne's County Tax Maps, consisting of a lot. Assessed value $210.00, assessed to Allan Scheider for $555.75 road assessment in arrears plus interest, costs, and expenses to day of sale.

Road Assessment	$ 555.75
Interest (3 years)	133.38
Advertising	15.00
Attorney	15.00
Auctioneer	7.50
	$ 726.63

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758-0677

	$ 726.63
2% Commission ----------	105.00
	$ 831.63

The property was sold to TOV MAZEL, INC. at and for the sum of Two Thousand One Hundred Dollars ($2,100.00) it being then and there the highest bidder thereof.

The Treasurer further reports that all purchasers have complied with the terms of sale.

Respectfully submitted,

William H. Tolson

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

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

I HEREBY CERTIFY, that on this 14th day of June, 1985, 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.

Patricia L. Meyers

Notary Public
My Commission Expires: July 1, 1986

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617

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Centreville, Md. 2/27 19 85

We Hereby Certify

That the annexed advertisement of

Delinquent taxpayers

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 2 successive weeks before the 10th day of April 19 85. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 20th day of Feb. 19 85, and the last insertion on the 27th day of Feb. 19 85.

Publishers, Record Observer

Per Dorothy M. Nowak

FILED

JUN 13 1985

CIRCUIT COURT
QUEEN ANNE'S CO.

18 - 127

NOTICE
List of All Delinquent Taxpayers of Queen Anne's County Maryland for The Year 1984-85
Feb. 20, 1985 - Feb. 27, 1985

Pursuent to and by virtue of and in accordance with provisions of the laws of the State of Meryland, Acts of the General Assembly of Maryland for the year 1957, Chapter 305, William H. Tolson, Treasurer of Queen Anne's County, Maryland hereby publish the list of names of all Delinquent Taxpayers, (including Special Assessments for Sewerage, Roads, and Ditches), of Queen Anne's County, Maryland for the years 1983-84 – 1984-85. 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 interest and costs accrued thereon to the date of payment, on or before the 10th day of April, next, the same will be collected by process of law.

FIRST DISTRICT

Blackiston, James F. & Wendell H. Taylor 494.38
Blados, Richard & Barbara A. 240.23
Bordley, Harold W. 161.66
Bratchor, Terrance E. 154.92
Brooks, Lillian S. 99.79
Brown, Michael, etal 146.30
Burke, Robert H. & Evalana H. 53.70
Clark, Jack S. & Barbara N. 669.19
Clark, John R. 535.26
Clough, Albert J. & Constance M. 23.87
Clough, Louis E. & Norma J. 224.54
Clough, Ralph 261.54
Coleman, E. Reese & Rita D. 266.03
Coleman, E. Reese, Sr., & E. Reese Coleman, Jr. 211.72
Schieke, Richard W. & Donna M. 127.52
Schmidt, Ferdinand & Olive S. 20.33
Seals, Robert A. & Lillian M. 296.36
Seeney, Brenda J. 384.76
Seeney, Charles 53.60
Sparks, Rachal 11.40
Stant, David A. & Brenda 320.45
Steigerwald, Frank J. & Linda H. 294.81
Sudler, George W. 13.26
Tapfenhert, James K. & Suzenne J. 239.56
Thomas Nathaniel & Tina L. 228.74
Tomlinson, Townsend, etal 10.17
Vanscyoc, Russell W. & Sandra D. 182.33
Walters, Pearl S. 115.14
Walton, Stanley S. & Peggy S. 197.80
Welch, Marion F. & Phyllis 394.71
Williams, Louis E. & Joyce C. 54.37
Wilmore, Jes. E & Sylvia A. 257.91
Wilmore, Sandra A. 25.19

SECOND DISTRICT

Allen, Beaury P. & Jane E. 192.27
Ambulittor Corp. 83.10
Babich, Carol F. 69.17
Baker, Charles M. & Charlotte 270.95
Bazzano, Oscar D. & Charlotte 351.17
Beals, Wm. J. & Mary 392.28
Bergman, William C. & Mary Lee 235.59
Bishton, Sallie White & Richard 800.46
Blackiston, Jas. F. & Bessie 435.15
Bonorrigo, Frank J. & Patricia 609.30
Bostic, Woodrow S. & Thelma J. 240.01
Bottomley, Thos. D. & Margeret 410.40
Brinkman, Robert C. 216.14
Brody, Robert & Lynn S. 369.07
Brooks, James H. & Linda Jo 238.25
Brown, Marjorie A. 377.69
Bryant, Douglas & Elba M. 386.53
Clothier, Douglas D. & Sylvia 369.51
Coleman, David A. & Janice V. 264.48
Coleman, Paul F. & Patricia C. 354.48
Coleman, Wm. N. Jr. & Eileen 366.86
Collins, Lawrence & Alice 205.75
Cooper, Edna M. 134.59
Coppage, Mervin B. Jr. & Sandra 360.90
Reed, William R. & Judy A. 499.24
Reese, Leon T. & Martha L. 158.02
Roberts, Mary Ann 16.58
Smith, Robert F. & Debra M. 697.70
Sparks, Georgie E. & Merg. Dew 62.10
Spray, Charles A. Sr. & Mary 560.68
Sprey, David J. & Kelley L. 349.18
Stansbury, Lee & Anne E. 38.68
Stuck, Catherine 158.46
Sutton, Nancy G. 252.67
Thompson, James E. & Betty Louise 260.78
Tilghmen, Walter 59.44
Tomczak, Sigmond A. & Ada M. 502.78
Turner, Richard T. & Barbara 747.64
Usilton, Roger G. & Constance 525.76
Walls, Betty G. 184.09
Welsh, Matthew W. & Rose M. 348.74
Weber, Walter W. 43.54
Williams, Tracy & Tene R. 271.17
Wilson, Albert F. & Jean A. 394.04
Wilson, Thomas O. & Kethaleen 83.04
Woodfield, John A. Jr. & Tharesa 574.60
Wright, Relph L. & Mary E. 198.68
Wright, Spencer 266.74
Yiannakis, Thomas E. & Jene S. 349.16
Zwaizig, Harman T. & Halen Z. 43.10

THIRD DISTRICT

Adems, Chas. E. & Janat J. 628.75
Adnarson, Daniel E. & Mary P. 318.24
Anderson, Leon & Mary 9.50
Bailey, Roland & Janet J. 93.04
Barr, Betty L. 316.47
Beever, Thomas L. & Linda L. 658.58
Bennett, James A. & Karen Y. 317.80
Bennett, Jean B. 138.18
Bergar, Niela Jean 384.10
Blake, William 56.80
Bonat, Victor L. 2,136.63
Bonds, George 364.65
Bordley, Perry H. 162.44
Boulden, James L. & Mary B. 124.42
Bowser, Robert H. & Joyce 267.41
Bowser, Robert H. & Joyce B. 44.64
Boyd, Gudsay S. & John 14.59
Brittingham, Thomas J. 42.04
Love, Thomas H. Sr. & Jane 791.84
Love, Thomas M. Jr. & Margeret Abram 444.21
Martin, Relph J. & Virginie L. 670.29
Miller, Jeffery E. & Carolyn J. 119.12
Molner, Marguerite 276.60
Moore, James R. & Janice M. Dawkins 188.51
Morris, Wabster, Jr. Heirs 14.37
Morrisette, Michael W. 380.78
Motichke, Bernerd W. & Mildred V. 383.77
Murff, Albert R. & Lenore 541.01
Nehring, Bernard P. & Harriet E. 377.25
Price, Beatrice B. 430.95
Price, David W. Sr. & H. Annette 786.98
Price, Richard D. & Deborah 144.09
Pritchett, Ann M. 145.86
Prunty, Stephen N. & Violet A. 370.18
Reinecke, Sandra 101.76
Roberson, James F. & Donna 384.10
Robinson, Howell A. & Joan A. 629.85
Rose, Gene R. & Paula J. 390.41
Rozier, Abe & Gladys E. 225.80
Ryans, William & Gertrude 240.89
Sabecki, Vincent 188.29
Scharnus, Joseph P. 273.13
Schelhouse, William B. & Jane K. 600.02
Schmidt, Richard A. 393.97
Scott, Raymond C. & Mary J. 384.10
Sears, David G. & Terry L. 316.47
Saward, Charles A. & Irene R. 445.09
Sewell, Annie, etal 65.19
Shenk, Stephen E. 496.37
Sharman, James P. & Petricia A. 952.73
Shiflett, Ray J. & Petricia C. 211.28
Sinagra, Robert J. Smith 609.41
Ketherine Ann Smith, Milton & Lillian B. 261.00
Somerville, Andrew J. & Candace 1,116.40
Spencer, Zetharin Stanford, Lole May, Life Est., etal 137.02 211.28
Staadmon, Mabel 86.85
Stewart, Herry & Baatrice 89.95
Stroback, J. Stephen 222.55
Taylor, Sedie R. 217.63
Thomas, Jack E. & Mary F. 464.53
Bogge, Raymond W. Jr. etal 1,604.68
Boles, Raymond T. & Iris G. 50.39
Bordley, Mary Elizabeth 335.04
Bordley, Mozelle 176.36
Boyd, Augustuse T. & Lois 245.75
Bradley, Walter S. 187.63
Brewer, Walter L. Jr. & Jane M. 109.17
Brown, Carol J. & Charlie M. 703.30
Brown, James B. & Eva 308.52
Brown, Sara 97.46
BroyHill, Lincoln J. & Irene C. 122.66
Buttner, Veronica L. 463.44
Callender, Chas. G. & Margaret E. 204.20
Campbell, Carl C. & Paris 1,223.46
Castiglione, Vincent J. 100.11
Cave, Robt. L. & Annale A. 107.85
Centines, Joseph & Cindy 495.20
Chambers, Jonathan 23.43
Chance, Wallace L. Jr. & M. Rebecca 277.30
Chesapeake View Company 40.24
Churchhill, John W. II & Janice 148.07
Cirillis, Anthony Jr. 47.52
Clark, Dale A. & George D. 153.37
Clark, Robert N. Sr. & Deborah A. 389.84
Cobb, Eugene C. Jr. & Edith E. 94.59
Colandreo, Ann M. 323.32
Cole, Paul L. & Lulu Mae 381.39
Compton, Thomas E. 682.89
Conaway, Laverne & Cheryl D. 528.85
Comett, Charles D. 102.10
Coulbourne, Richard O. III & Teresa M. 189.40
Coursey, James S. Sr. & Lois 605.78
Cragg, Phillip G. & Laura G. 717.37
Crawford, John R. & Terry A. 311.16
Crescente, Noble J. & Vivian C. 780.79
Crutchley, David L. & Sandra 105.64
Dahne, Barry L. & Ralph Lubow 1,076.93
Deahlet, Geo. D. & Wally H. 206.19
Davidson, Charles L. & Barbara T. 484.43
Davis, John C. & Lorraine I. 647.09
Davis,

Collier, Herbert M. &
Colored People's Hall 28.73
Commodora,
Franklin, Jr. 346.53
Commodora, Franklin &
Shirley 47.52
Demby, Grace B. 160.69
Dixon Nurseries,
Inc. 406.86
Doemling, James W. &
Ruth A. 19.89
Ellsworth, Wayne L. &
Peggy L. 355.81
Embert, John L. Jr. 722.67
Faulkner, Randolph T. &
Constance 100.78
Faust, Robert 363.99
Faust, Robert L. &
Lillian L. 262.00
Ferguson,
Margaret A. 90.20
Folker, Charles W.
& Brenda 37.13
Francis, George D. Jr.
& Michael G. 356.37
Gabor, George &
Florence M. 455.48
Galt, Wayne 448.42
Goodman, Woodrow &
Irene E. 818.15
Hall, Merle J. 86.41
Hammer, Mark A. 204.65
Harrison, Hemsley
Heirs 38.91
Harrison, Richard &
Bessie 635.82
Hill, Joan 89.28
Hoffner, David T. III
& Dorothy P. 538.57
Howell, Jed N. & Bonnie
L. F. Whitefield 387.19
Humphreys, Donald W. Sr.
& Carol A. 363.99
Kahler, William C.
& Kathleen 445.53
Kaegen, John M. 257.47
Kimble, Edgar T. &
Patricia A. 33.59
Kimble, Theodora &
Patricia 501.89
King, Frank W. ff
& Sharon A. 506.31
Krauser, Raymond G. &
Jean M. etal 273.18
Kuntz, Lucille V. 116.91
Lafferty, Frances M. 724.66
Leager, George H. &
Jean E. 585.43
Leibolt, Barbara Jan &
Edward J. Falcey 59.89
Lofland, Johnnie L.
& Rebecca Ann 81.55
Lowe, James T. Sr. &
Mary E. 45.97
Martin, Harry L. &
Linda H. 316.03
McKenzie, Steven L.
& Wm. Bauer 460.12
Meredith, Ella M. 134.15
Moris, Gary &
Sheila A. 644.10
Murphy, Charles J.
& JoAnn 417.47
Overbey, James D. 409.29
Page, Richard A. &
Delphina A. 126.85
Pierce, Robert &
Janice Lynn 366.86
Potts, Geneive 66.30
Potts, Samuel, etal 76.69
Reczek, Henry B. &
Doris L. 348.52
Copper, Mary V. 19.03
Ralph J. 230.95
Deaton, Clarence &
Bessie 84.42
Dew, Alice 98.12
Dodd, Henrietta L. &
Eric 112.27
Dove, Elsie Lee 208.23
Ervin, William &
Joann 396.26
Ferruccio, Francis A.
& Janet 908.09
Forhane, Michael J. 398.68
Gerrattson,
Monte W. 1,193.48
Gears, James H. &
Lelia E. 436.48
Gibbs, George B. 85.75
Gilbert, Jeanette G. &
Lawrence D.
Dreggos 459.02
Greber, Joseph Jr. 407.75
Gray, W. Calvin, Jr.
etal 1,255.94
Hamilton, Daniel V. &
Barbara 382.33
Harrigan,
Dorothy C. 361.34
Hoxter, Ernest R. &
Anne B. 33.37
Hoxter, Ernest R. Jr.
& Evangeline P. 54.81
Hurlock, Richard E. 277.80
Hynson, Charles H. 57.46
Jaffers, Morton B. &
Delores 327.96
Kellay, Robert E. Jr.
& Sharon 494.60
Kennersley Pr. Marine,
Inc. 2,732.89
Kimble, James A. &
Loree K. 299.46
Lencester, George H. &
Emma J. 254.54
Lerrimore, John D. &
Frances A. 233.60
Lee Carl S. &
Denise M. 501.01
Lucas, Kennath C. &
Sue E. 703.22
Magee, Wm. R. Jr.
& Susie M. 418.57
Menley, Karen L. 124.40
Menning, Richard L. &
Margeret 405.54
Marks, James H. Jr.
& Barbara E. 1,952.09
MCCumbars, Gary R. &
Lois P. 269.95
McGinnies, John W.
Jr. 501.01
Meekins, Wm. A. &
Carol L. 426.31
Miller, William R. &
Barbara A. 404.21
Nadolny, Jos. E. &
Dorothy M. 269.18
Naumann, James O. &
Dorothy E. 535.27
Norris, Cleiborne C. &
Carolyn J. 63.87
O'Neill, Thomas D. &
Mergeret 373.05
Perrin, Batty
Porter 168.84
Porter, Larry R. &
Elsye Ann 454.38
Power-Waters,
Brian & Kay 2,077.84
Price, Mildred E. 95.91
Pritchett, John E.
Est. 150.94
Brooks, Mary G. &
Roslyn R. Fenwick 323.32
Brown, James 288.74
Brumfield, Werd V. &
Wandy L. 316.25
Burton, Charles E. &
Lahome R. 411.06
Busick, Walter &
Jaan M. 370.18
Butler, Leonerd &
Mamie W. 283.76
Carneal, Steven D. 742.12
Carter, Barbara Ann 78.25
Cantraville Limited&
Partnership 8,378.77
Chanca, Wallece L. Jr.
& Margeret 232.93
Cole, Arthur &
Alice B. 134.82
Crist, Edward C. &
Joyce E. 384.10
Curtis, Lillien C. 17.90
Davis, Carl Lee &
Patricia A. 384.10
Demby, Reginald E. &
Kimbarly E. 77.79
Dumun, Joseph F. Sr.
& Bavarly A. 662.34
Downes, Cathy Ann 433.16
Duprey, Roger F. &
Joan C. 229.40
Earl, Noble O. 181.97
Edmonston,
John H. 1,209.53
Gainas, Allred &
Martha 295.04
Geinas, Charles S. 16.80
Gibson, Rosa L. 369.07
Goehring, Arthur W. &
Barbara 252.16
Greves, Robert B. &
Bevarly A. 384.10
Grean, Julia M. 215.92
Griffin, Diane L.C. 103.87
Griffin, Leonard C. 78.37
Hantman, Malvin N. &
Jane E. 1,108.88
Hawkins, Cherlea J. Jr.
& Roxie O. 296.59
Hawkins, Julian 14.37
Hawkins, Robert H. &
Lillian G. 107.11
Hawkins, William H. &
Sandra L. 370.82
Houghton, Ronald C. &
Patricia D. 219.23
Jeffrey, Ronald R. &
Sharon L. 382.55
Johnson, Diana P. 32.26
Johnson, James E. &
Marie 247.96
Jonas, Larry &
Jeanatta 335.26
Jonas, Leonard C. Jr.
& Brenda 369.07
Jonas, Wm. Calvin &
Frances A. 403.55
Keufman, F. Bernard &
Alica 440.45
King, Wm. F. &
Doraan 324.65
Kirchoff, Kavin S. &
Sally L. 398.81
Klohr, Michael G. &
Roxanne K. 318.24
Laek, Lorenzo &
Betty S. 23.87
Leonard,
Lester C. Jr. 457.69
Littleton, William C. &
Mary P. 132.82
Long, Joseph W. Jr.
& Ellen C. 384.10
Thompson, William 98.02
Tidekay, Corp. NV 670.61
Tirpla, Marie C. &
Henry L. Jr. 456.37
Tolson, Milton C. &
Eleanor &
John Hammond 385.65
Walker, Stanley W. &
Nancy W. 384.76
Walls, Wm. R. Sr. 515.37
Washington,
Claranda H. Heirs 25.86
Waters, Wayne M. &
Anita 392.50
Watson, Charles A. 219.96
Wentworth, Gary S. &
Nance I. 384.10
Writa, Samuel W. 69.84
Whitelew,
William R. Jr., etal 635.82
Whyte, Anthony 136.58
Whyte, Frances &
Anthony 111.16
Willard, Jack B. &
Katherne 1,674.30
Wilmar, Earl T. &
Jaen A. 437.58
Wilmer, Kennath L. &
Barbara A. 472.72
Wilmer, Mery E. 190.72
Wilson, Ellsworth 78.90
Wilson,
Georga M. Estate 76.92
Wilson, James F. &
Margerat A. 437.58
Wise Oil & Fuel, Inc. 783.22
Wolfe,
Josaph C. Inc. 577.25
Wolfe, Ronald E. &
Pauline S. 714.94
Wright, William D. &
Mary S. 383.99

FOURTH DISTRICT

Adams, Kenneth B. &
Patricia A. 706.76
Akers, William M. &
Janat L. 347.63
Anderson, Louis H. &
Australia 30.94
Archey, James F. &
Virginia 1,007.78
Arnold, Roland R. &
Anita H. 607.53
Austin, William W. 814.39
Aytch, Viola &
Eva Fields 124.42
Bailay, Alice 89.95
Bailey,
Seller, Haira 22.76
Baker, William H. &
Mark H. 177.43
Balderson, Stuart 141.44
Behr, Caspar J. III
& Carolyn 583.88
Bannington, Lansing C.
& Elizabath 498.13
Banny, Barbara A. 85.31
Benson, Josaph L. &
Margarat 369.51
Banton, John G. &
Robart E. 907.66
Ber ton,
Robert E. Jr. 216.80
Barger, Ronald T. 288.41
Barlin, Dennis B. 214.38
Barniker, Henry &
Doris J. 19.01
Bathman,
Madaline C. 260.56
Bittner, Joseph &
Lotus D. 130.81
Bloor, Ralph R. 139.45
Ronald E. 103.87
Debrow, Jerry R. 101.00
Deighnan, Robert F. &
Deboreh C. 681.56
Delacour, Denise E. 638.48
Detrick, W. V. 11.49
Dillard, Nelson &
Barnice Dennis 336.14
Diluccia,
Guiuseppe 62.32
Dodd, Franklin, Jr.
& Alease A. 104.31
Dodd, Wm. J. &
Carol J. 74.04
Dodson, Paul E. &
Patricia M. 789.30
Donaldson,
William J. 411.94
Downey,
Joseph S. Jr. 1,218.16
Driver, Robert G. &
Elsia C. 17.68
Dunn, Leo W. Jr.
& Marianne R. 2,070.11
Durken, Thomas D. 149.18
Dyas, Percy &
Carolyn 133.26
Eakle, Robert D. &
Suzanne G. 498.36
Eckstorm, Albert N. Jr.
& Carol J. 90.83
Edwards, L. B. 478.26
Eicholtz, Heiry B. III
& Joan M. 782.78
Ellis, Phillip A. &
Bonnie L. 515.37
Evans, Arthur H. 89.23
Evarsley, Victoria &
Victor Chase 72.93
Eversley,
Victoria S. 417.03
Faulknar,
Charles E. Jr. 98.12
Faunce, Conrad E. III
& Joellyn 597.58
Ferguson,
Gulnavare 84.20
Fishar, Charles &
Florance 136.12
Fisher, James E. &
Mary E. 591.29
Fletcher, Loren P. 307.54
Fornay, Paul E. &
Mildrad P. 106.74
Foulkes,
Garfield L. 1,045.11
Fowler, Dannis W. &
Susan B. 636.70
Foxwall, Thomas G. &
Juanita 665.87
Fredarick, Ronald Sr.
& Carol P. 629.41
Fritsch, Joseph V. &
Barbara 1,032.51
Gann, Harlan J. &
Linda M. 348.96
Gardnar, Harvey M. Jr.
& Grace 257.24
Gartsida, Irma V. 136.14
Garth, Berbara Ann
& Karan F. White 31.60
Gilbart, John A. &
Wyna Kay 95.47
Gilbart, Wellace J.
& Ellan E. 450.40
Gleason, Paul J. &
Agnes A. 897.04
Gobely, Larry D. 464.84
Goddard, James M. &
Tharasa 312.49
Gordon, Edward A. &
Sharon J. 578.80
Gould, Alan M. 360.01

nd W. Jr.
1,604.68
ld T. &
50.39
335.04
lle 176.36
ase T.
245.75
r S. 187.63
r L. Jr.
109.17
J. &
703.30
mes B. &
308.52
97.46
ein J.
122.66
463.44
as, G. &
204.20
d C. &
1,223.48
100.11
, &
107.85
eph &
495.26
nathan 23.43
ace L. Jr.
277.38
ly 40.24
ohn W. II
148.07
47.52
. &
153.37
N. Sr.
389.84
e C. Jr.
84.59
323.32
&
381.39
682.89
iverne &
528.85
rles D. 102.10
Richard O. III
189.40
nes S. Sr.
605.76
G. &
717.37
ohn R. &
311.16
ble J. &
780.79
avid L. &
105.64
y L. &
1,076.93
D. &
208.19
harles L. &
484.43
C. &
647.09

Grabowski, Thomas S. & Elaine E. 1,282.53
Graham, Ernest L. & Bertha L. 73.16
Gray, Roy L. & Pearl 50.39
Green, Lawrance W. & Evelyn C. 632.94
Green, Rudolph C. & Berndetta O. 63.73
Greenwell, Joseph K. Jr. & Doris 683.55
Grimes, Edward E. Jr. & Linda 531.28
Grimes, Geo. M. & Shelby G. 711.18
Griscom, Joseph H. III 552.72
Haddeway, Wm. V. & Carol H. 26.96
Halslip, Robat L. 820.57
Hallock, Donald & Henriette 859.46
Hallock, Jeck Jr. & Donna J. 451.28
Hemmer, Harvey R. & Thelma 844.55
Hampton, Albert B. & Mary H. 257.02
Hensel, Lawrence A. 4,083.64
Hantske, Paul M. & Batty Ann 86.41
Hertel, Susan V. 102.54
Hartlove, John E. & Pamela E. 516.26
Hatcher, Anthony V. & Louise 618.37
Hayden, Harold A. & Kathleen 859.91
Heath, Oscar & Selena 156.47
Heltzel, Sameul B. & Ann F. 102.10
Herchenroadar, Wm. J. & Sandra 95.03
Hilton, Allan T. & Karen 74.92
Hines, Carolyn V. & Mary E. 382.55
Hines, Jemee J. etal 23.65
Hoaney, Alfred & Hezel 126.40
Holmes, Barbara 631.84
Honaski, Raymond J. 1,342.14
Hopp, Henry J. & Delme 287.47
Hoyt, Charles S. & Mery 89.00
Hudson, Alfred W. Sr. 218.14
Hudson, W. & Sheidia Bailey 103.21
Jacobson, Dale H. & Shizuko 565.78
Jerboe, George 296.80
Jenkins, Carter A. III & Sylvia J. 80.67
Johns, Cynthia, etux 25.19
Johns, Harrison E. Jr. & Meggie 162.88
Johns Ronnie, etux 61.22

Lynch, Frederick D. 296.14
Macin, Bryan F. &
George M. Price 460.56
Mackown, Alfred B., Jr. 230.28
Martin, Chas. C. & Meizie R. 570.84
Meize, James R. & Mery J. 534.50
Mallios, George P., etal 243.10
Marshall, Agnes M., etal 172.38
Martin, Kennath L. & Donna S. 768.42
Meryland Office Supply Co. 848.64
Mason, Charles J. & Carol 95.91
Masters, Mary 432.06
Mauer, James W. & Anita W. 965.33
McDaniel, Ruth L. 245.98
Meehen, Charles P. & Gertruda H. 697.70
Melton, Richard P. & ElizabethD. 603.89
Meredith, Jamison Lr. & Theresa 862.78
Meradith, Malvin & Ruth 112.49
Meushaw, Kathleen B. 356.25
Meyers, James D. & Eleenor D. 182.77
Meyr, Herman G. & Betty L. 751.40
Mezzedra, Beverly 74.92
Miccichi, Salvatore 378.14
Minott, Opticel Design & Engineering 149.18
Mitchell, Athena C. 88.18
Moon, Leonard H. 3rd & Kathleen 711.84
Moore, Robat J. Jr. & Beata 518.69
Morgen, Henry 184.31
Muhl, Daniel & Bessie H. 488.25
Murphy, Charles M. & Nellie 655.49
Murray, Thomas E. & Lee Ellen 288.18
Nash, Thomas W. & Elizebeth 671.84
Naira, Inez M. 57.24
Nickens, Joseph L. 697.04
Norfolk, John E. & Kathryn A. 545.65
Ogens, Frank C. & Pamela C. 704.77
Olinger, John R. & Diene J. 900.13
Orlowe, Sandra A. 752.06
Pentezes, John J. & Charlotte E. 678.25
Pape, Salvatore F. & Margaret M. 485.54
Pepson, James V. & Nancy M. 509.63
Pardue, Linda M. & Wm. L. 502.33
Pedrick, Richard S. Sr. & Brenda 500.05
Phillips, Byron K. & Catharina T. 538.36
Pierce, Linn Cl 150.94

Spitzer, Harry 423.66
Stanley, Arthur W. &
Wanda L. 83.76
Stockhausen, Richard J. 543.00
Sullivan, William 129.06
Swift, Shirley 400.89
Szymanski, John J. 4.64
Tano, Albert & Jos. S. Bello 1,848.22
Tano, Albert 1,350.31
Tarr, Bruce E. 232.49
Thomas, Charles C. & Alberta 259.90
Thomas, Clarence G. & Virginia Lee 323.77
Thomas, Merrill F. Jr. & Monique 858.14
Thompson, K M 158.68
Tolson, Merril C. & Marion E. 308.30
Torbeck, Ronald E. 29.17
Troes, Douglas W. & Sally B. 665.21
Turner, Albert & Merlina 331.94
Twitty, Mary Jo & Anna D. Fay 352.59
Voermen, William J. & Honey M. 168.18
Wallman, Catharina C. 148.99
Waters, Helen L. 245.09
Watkins, Murrell T. & Earl E. 420.50
Watkins, Thos. M. & Gilda F. 196.25
Westling, Edward M. 675.82
Wharton, James T. & Beverly K. 761.90
Whitten, Michael J. & Deboreh 536.81
Wicker, Wayne D. & Kethleen B. 427.41
Willkening, Mark W. & Charlotta 68.73
Williams, Nilas W. 729.08
Willis, Ryland L. & Deborah M. 1,295.28
Wilson, Richard G. 396.70
Wintjen, Mary T. 75.36
Wright, Arthur & Nancy 196.84
Zador, Zodiac of North Americe, Inc. 3,765.45

FIFTH DISTRICT

Aaron, Raymond C. 1,526.22
Abey, George M. & Cethorine H. 346.31
Ademson, Johnny M. & Cathy C. 375.26
Aker, Floyd J. & Portia Hemmond 355.81
Allen, James E.P. Sr. & Violet E. 219.67
Alley, Michael G. & Cynthia A. 376.58
Anderson, Leon & Marie L. 383.44
Andrawe, Milburn D. 133.71
Andrewe, Milburn D. & Evyonne L. 132.60

Davis, Malcolm L. & Margaret 314.48
Deedon, Leonard J. 380.34
Derickson, Catherine A. 96.76
Donovan, Howard F. & Doris Ann 532.17
Dorrell, Ruby 407.06
Downey, Jos. Jr. etal 1,195.60
Duncan, Franklin C. & Agnes L. 284.87
Duty, John A. & Nora J. 392.72
Dux, William W. & Georgeanna L. 422.11
Eaton, Mary F. 396.47
Edwards, James M. & Susan R. 188.07
Egeberg, Thomas M. & Patricia D. 1,307.65
Egeberg, Jos. D. III & Thomas M. 472.28
Elliott, John A. & Walda G. 1,307.00
Ervin, Harry O. & Carolina J. 184.31
Evans, Charles S. 148.51
Evans, Doris R. 190.06
Evans, Emma E.J. 151.16
Fassett, Littleton & Mabel M. 283.73
Fisher, Geo. M. & Brenda 315.15
Fisher, Rogor Lee & Patricia E. 421.23
Fitchett, Nathaniel 59.67
Fitchett, Randolph & Alice M. 402.66
Fitchett, Randolph Jr. & Joyce Morris 329.01
Fooks, Rosalie H. & John D. 1,281.35
Ford, Frances L. 132.55
Franks, C. Ronald, DDS, PA Pension Turst 272.71
Gibbs, Jas. & Irene C. 9.50
Golt, Sharon P. 520.23
Gordon, Anna M. 28.73
Goss, Christopher H. & Peerl V. 196.69
Gould, Geo. J. & Beualh M. 390.51
Gould, Wallace 17.90
Grey, Henry & Henrietta 319.35
Guyton, Emmers S. Sheila L. 740.13
Heddaway, Wm. V. & Carol 398.46
Haines, Anna D. 369.07
Hammond, Edith B. 352.72
Harbaugh, Irving D. III & Joen C. 477.80
Harris, Rodney A. & Jeanette E. 346.31
Harvey, Robert S. 398.68
Henderson, Wm. F. & Carolyn J. 809.06
Higdon, Steven A. & Catherine 222.56
Hoaney, Edward E. & Thelma F. 350.95
Holtz, Eric F. & Brenda L. 371.50

103.87	Johns, William J. Sr.
101.00	Johnson, Doris &
314.26	Jones, Geo. Ethel
obert F. &	Jones,
681.56	Patsy L. 124.87
niae E. 636.48	Jones, Georga A. Jr.
V. 11.49	Sua 457.59
on &	Jones, John A. &
nis 336.14	Linde 547.86
	Jones, John a. Sr.
62.32	& Veronica 406.20
n, Jr.	Jones, Velerie 498.36
104.31	Jordan, Benjemin D. &
J. &	Joan L. Cohan 876.26
74.04	Judy, Larry J &
E. &	Elizabeth 99.23
769.30	Kana, Ferncis J. 1,273.84
	Kana, Jas. L. &
411.94	Batty E. 87.30
	Kaufman, John A. &
1,218.15	Mery V. 280.01
t G. &	Ksufman, Lea &
17.68	Rosalie 378.36
r, Jr.	Keller, Albert J. &
2,070.11	Frances E. 102.10
mas D. 149.18	Kelly, Chas. J. Jr.
&	& Priscilla 80.22
133.26	Kennady, John W. &
D. &	Mary L. 261.44
498.36	Kentmorr Marina, Inc. B.61
bert N. Jr.	Kesner, Raymond N. &
90.83	Margeret 1,003.56
B. 476.26	Kirby, Mery M. 45.31
ry B. III	Kneeland, William E. &
782.78	Anne 544.77
A. &	Kormos, Michael 177.48
515.37	Kroschinsky,
H. 99.23	Richard A. Jr.
toria &	& Patricia A. 869.20
72.93	Kubert, Ricky G. &
	Linda 382.77
417.03	Kulig, J. Wayne 184.76
	Leber, Ronald C. 441.34
98.12	LaGrange,
ad E. hll	Helen F., etel 90.83
597.58	Lampkin, Charles G. &
	Joan C. 1,131.30
84.20	Lane, Frenk E. &
es &	Clara T. 50.39
136.12	Lavan, Rey E. Jr.
s E. &	& Penelope 309.62
591.29	Lawler, Mary M. 937.26
an P. 307.54	Laws, George E. &
E. &	Viola 61.00
106.74	Leach, D. Patrick
	& Joanne C. 356.92
1,045.11	Leary, James D. Jr. 241.33
is W. &	Lee, Rebecca N. &
636.70	George O. Nichols 145.20
mas G. &	Legg, Elton L. Sr.
665.87	& Shirley 379.68
onald Sr.	Leonhart, Harman C. &
629.41	Evelyn L. 85.31
ph V. &	Lipscomb, Lisle T. &
1,032.51	Dorothy C. 144.98
J. &	Loetz, Donald F. &
348.96	Lydia A. 531.73
rvey M. Jr.	Lohman,
257.24	Harry Homes, Inc. 582.55
a V. 136.14	Lohman, Harry R. &
ra Ann	Katherine 822.34
White 31.60	Lopez, Allan T. &
a A. &	Debra A. 691.07
95.47	Lovett, Samuel J. Sr.
ece J.	& Marian L. 1,217.71
450.40	Lowa, Dennis F. Sr.
d J. &	& Yvonne 472.28
897.04	Lowery, Jarome C. &
y D. 464.84	Teresa 857.70
mes M. &	Luongo, George R. 384.96
312.49	Luongo, R. Wm. Jr.
ard A. &	& Carol M. 914.72
578.80	Lynch, Edna E. &
M. 360.01	Eliz. E. Ellis 50.39
Pierce, Robert	183.87
Platinum	
Associates, Ltd.	1,272.52
Porter, Richerd L. &	
Faye C.	31.60
Priddy, Benjamin &	
Myrtle G.	9.26
Pulley, Robert E. &	
Loratte	373.49
Raftar, Ronald E. &	
Deborah M.	211.44
Raines, Cahrles	85.31
Reinas, Clifton R. &	
Carrie L.	551.40
Rausch, William E. &	
Kim L.	488.41
Reavar, Wm. D. &	
Janet E.	436.70
Reed, Georga M. &	
Austrelia	56.57
Reichart, David M. &	
Mary A.	359.13
Ritter, Gaorge R. Jr.	739.47
Robinson, Chalres &	
Doris	195.85
Robinson,	
Cherles V.	159.34
Robinson, Herbart G. &	
Nency t.	314.93
Rosendale, Edmund J. &	
Mildred M.	575.26
Rosiar, Stephen &	
Charlotte	772.17
Rossar, William &	
Ester R.	529.30
Sand, Duena H. &	
Nancy C.	730.83
Sandiar, Stephen R. &	
Sharon W.	35.14
Sandy, Charles E. Jr.	74.92
Sandy, Charles E. Sr.	74.92
Saundars, Earl	86.19
Sawyar, Pemele P.	377.92
Schieke, Richard W. &	
Donna M.	885.22
Schleichar, Raymond J. &	
Dorothy A.	452.39
Schmidt, John L. &	
Andra L.	88.18
Schweitzer, James &	
Mary D.	661.67
Scott, John H. &	
Margaret M.	177.69
Scrievens, Anthony F. &	
Joyce	495.48
Seling, Berard C. &	
Genevieva	285.75
Saxton, Richerd B.	88.16
Shaw, Ardan F. &	
Joanne M.	576.37
Shortridge, Jas. E. &	
Joann	188.74
Skaans, Cherles R.	541.01
Smith, Collier D. &	
Alice B.	390.29
Smith, Elwood S. Jr.	
& Edna C.	234.26
Smith Glan H. &	
Cerolyn	554.27
Smith, Herold F. &	
Petricia	501.01
Sossi, Richerd A. &	
Flore S.	1,234.06
Sotiros, James T. &	
Baatrice	800.90
Sparks, Jamaa N. &	
Dorothy T.	914.28
Spaar, Samuel P. &	
Ella I.	1,439.37
Spenca, Valma E.	127.74
Spigner, Donald W. &	
Kathleen	177.46
Anthony	
Catherine V.	169.1
Auckland,	
Virginia M.	182.33
Bailay, George C. III	
& Bonnie	282.11
Baker, Albert L. &	
Donna T.	885.32
Barge,	
Arthur L. Sr.	166.63
Barhart,	
David H.	283.67
Baach Harbor	
Developmant Co.	4,366.30
Beach,	
Raymond E. Jr.	426.97
Beach, Samuel Jr.	
& Carrie	210.83
Bennett, John D.	1,473.19
Booth, Asien R.	340.78
Bordlay, Kaith &	
Marlene Steward	237.35
Bordley, Sandre	301.44
Bos, Adrian Jr.	
& Lillian	798.03
Bouldin,	
Semual L. Jr.	204.43
Bouldin, Shiela I.	383.77
Bowan, Micheel J. &	
Therasa A.	129.51
Bowsar, James F. Jr.	
& Diana	327.52
Bowser,	
Malinda, atal	78.69
Brinkley, Mary &	
Aaron T.	224.95
Brinster, John J. &	
Ruth	1,994.97
Brown, Dorothy M.	228.07
Brown, Louis J. &	
James E.	202.22
Burch, Quitman Jr.	
& Emme L.	150.72
Burgmair, L. Dele &	
Priscilla	1,201.80
Burke, Lester &	
Cerrie	258.13
Burka, Roy W. &	
Walchia M.	344.32
Burke, Walter Jr.	
& Geraldine M.	315.59
Burka, William O.	502.78
C & T Land Co.,	
Inc.	1,772.42
Campbell, Robert C.	179.89
Carpenter, John C.	143.21
Cartar, Loticia &	
Dennis	166.41
Chase, Sharon C.	360.01
Chester River Beach	
Civic Assoc., Inc.	238.47
Clerk, Michael V. &	
Bevarly A.	358.46
Clevenger, Frank E. &	
Cerol A.	713.83
Cochrane, Nowell A. &	
Sumiko O.	122.66
Cohae, Mervin K. &	
Mergaret A.	415.70
Cole, Gladys C.	111.18
Comegys, James H. &	
Paggy L.	566.64
Cook, Floyd S. &	
Barbare Y.	476.92
Cooper, Lillie G.	138.79
Cosgrove,	
Bartholomew T. &	
Dorothy	1,316.50
Coursey, Katharina L.	1.77
Cuffie, Donald L. &	
Maggie F.	414.38
Davis, Allen B. Sr.	
& Carolyn	232.93
Horney, Donald A.	
& Josephine	405.98
Hornay, Joseph P. Jr.	
& Cheryl A.	192.49
Huffman, Michael C.	
& Margarat A.	385.42
Hutchison, Thomas J.	
& Carolyn K.	7,046.13
Jenkins, Chales L.	
& Rita M.	96.36
Johnson,	
Alice E. atal	133.93
Johnson, Charles E.	
& Stella	360.67
Johnson, Clarance W.	
& Joyce	358.02
Johnson, Harvay D.	
& Virginia	67.65
Johnson, Irma	42.21
Jonas, Arthur &	
Coratta	423.66
Jonas,	
Arthur L. Jr.	375.70
Jones, Donald L.	
& Ladonna M.	400.01
Jones, Georga A. &	
Sue C.	525.98
Jonas, John H. &	
Minnia s.	347.83
Jonas, John P. &	
Esthar Robinson	234.70
Jonas, Lnttie R.	22.80
Jordan, Albart S. &	
Marjoria, atel	557.31
Kahn, Susan	14.37
Knapp, Richerd &	
Clarice May	395.15
Knight, James H. III	
& Anna H.	837.59
Kolakowski,	
Anthony, atel	568.63
Koski, William C.	
& Mabla	218.80
Kramer, Danial F.	715.48
Lea, Robert E.	379.48
Lehner, John C.	
& Charlotte L.	1,105.44
Leonard,	
Lastar C. Jr.	784.55
Lawis, John E. &	
Edith K.	371.12
Lickliter, Curtis R.	
& Phyllis A.	331.94
Linkwood Corp.	127.74
Lippincott Sailing	
Yachts, Inc.	5,393.73
Little, Rachel V.	105.88
Lockerman, Lillian	183.32
Long, Howerd M. &	
Doris E.	315.81
Louk, Walter M. Jr.	
& Bonnie M.	819.25
Lynch, Olivar E. &	
Barbera J.	211.06
Makarovich, Raymond	
& Monica	357.14
Malone,	
Frank etal	148.06
Marks, Morris A.	2,887.14
Massey, Kennard F.	
& Sarah	416.59
Masters, Robart V.	
& Marilyn J.	1,157.16
Matthews, Robart W.	
& Callie	1,897.50
Mauler, Georga J. Sr.	
& Margarat P.	302.11
McCabe, Norman &	
Marjorie A.	174.81
Meelay, Joseph	214.59
Melvin, James Jr.	
& Ilena	168.53

Mench, Walter R. & Mable G. 518.25
Meredith, Darryl & Ruth Ann 231.17
Meredith, Eldridge E. & Margaret A. 432.28
Meredith, Evelyn J. Life Est. 258.13
Mills, Frances I. 132.03
Moyer, Arthur M. II & Laura 269.84
Nelson, Elinor T. 350.51
Nemoth, Theodore J. & Cynthia L. 247.96
Nichols, Paul & Jessie 382.14
Nicholson, Roland N. 345.64
Nickens, Mariana 325.98
O'Donnell, Geo. M. & Patricia A. 655.49
Pauls, Paula D. 365.31
Pauls, Walter 127.74
Pauls, Walter, Jr., etal 281.33
Petere, George D. & Pamela A. 812.84
Pothal, Niles T. & Grace P. 774.16
Pfeiffer, James A. & Patricia 490.40
Pierce, Robert F. 702.78
Pilkerton, James K. & Teresa L. 369.07
Pindar, Carroll I. & Louise A. 504.54
Platinum Associates, LTD 254.37
Poot, Aidon E. & Joan V. 760.02
Price, Lloyd Jr. & The Queen Anne Land Co. 252.16
Pulley, Bertha 318.90
Queenstown Partnership 14,952.20
Reynolds, John P. & Toni D. 304.54
Robinson, Allen W. & Anita V. 353.16
Robinson, Herbert R. & Augustine 346.97
Robinson, James O. 173.04
Robinson, William 319.57
Ruckell, Roland L. & Mary L. 518.69
Saunders, William C. & Jacqueline 2,491.11
Scearce, Larry W. & Diane A. 484.65
Schultz, Morris F. III & Eliz. Emerson 211.28
Shirkey, Roy L. & Miriam G. 479.13
Singlotary, Jack & Bessie 346.97
Skinner, Martin W. & Barbara 341.22
Slattery, John F. & Lynn M. 914.72
Smith, Edward E. 511.17
Snyder, Richard E. & Marion B. 1,349.76
Sons of Abraham 373.49
Springer, John R. 303.07
Squires, Wesley R. & Linda S. 183.09
Starkey, George E. & Sharon 33.62
Whaley, Carlton & John R. III 1,323.79
Wheeler, Sylvia A. 82.54
White, Francis B. & Dienna 351.83
Willard, Charles H. & Hazel G. 711.40
Willey, Thomas C. Jr. 299.68
Willis, Wm. L. & Emily 948.53
Wilson, Charles H. Heirs 48.40
Wilson, J. Curtis 654.83
Wilson, Julian Ann 347.41
Wright, Richard L. & Robert S. 126.85
Wye River Associates, LTD 2,475.20

SIXTH DISTRICT

Butler Bros. 187.19
Callahan, Herman L. Patricia 892.01
Christie, Charles P. Jr. & Charlotte M. 412.39
Clough, James M. & Peggy T. 426.31
Coldwell, Frank L. & Valeria 720.46
Coursey, Garmaine W. & Roger M. Whitby 394.49
Demaso, Edward M. & Joan F. 609.52
DiNisio, Lawrence J. & Peggy A. 622.78
Geddes, Richard R. & Carole S. 956.49
Hill, Lewson O. & Barbara E. 373.83
Jackson, Hubert N. & Margaret H. 770.85
Jacobs, Percy 180.56
Jordan, Raymond W. Jr. & Christine 530.40
Leonard, Loretta J. 653.72
Moore, John W. & Kathleen L. 600.90
Parry, Edward R. & Laurance 2,104.59
Parry, Laurance G. & Frances 534.38
Pindar, Hewitt R. & Martha S. 258.57
Satterfield, Mary I. & Paul W. Sr. 162.88
Saunders, Edward O. Heirs 38.23
Skinner, James R. & Judith E. 507.86
Sterling, Richard D. & Gail L. 1,038.48
Vermillion, Carl R. & Barbara J. 818.58
Whitby, Winnie P. Jr. & Joann 275.81
Wilson, Beatrice P. 115.80
Wilson, George M. Est. 47.07
Wilson, Marion C. & Cherry T. 659.69
Wright, Jacob O. & Lillie M. 46.41
Yirka, James L. Jr. & Joan e. 559.57

SEVENTH DISTRICT

Alexander, Michael L. Grimes, Allen A. & Marian R. 232.49
Gsell, Isabelle 286.42
Gustafson, Charles R. & Lesa D. 188.85
Herkless, Violet B. 22.32
Herris, Betty J. 211.50
Herris, Johnnie Jr. & Barbara Ann 147.41
Hewkins, Andrew Jr. & Anna L. 28.95
Heath, John F. & Getheral J. 143.87
Heath, Vernon W. & Jerry Ann 331.50
Helmbech, David T. & Joyce B. 260.12
Hicks, Bessie E. 362.00
Hines, Annie 98.35
Holloway, George E. 253.27
Howey, Mary Ellen 438.48
Huffer, Donald E. Jr. & Lori C. 265.86
Hugh, Richard M. & Gilbert W. 86.41
Hunson, Larry S. & Rosalind A. 136.36
Hynson, Lillian 192.05
Hynson, Romie Jr. & Elsie M. 104.53
Hynson, Sophelia & Jean Jeter 353.82
Jacki, Ruth & W. E. 595.60
Joffers, Arnold & Elsie 278.68
Jester, Harry P. Sr. & Norma, etal 307.63
Johnson, Robert M. & Margaret E. 422.33
Johnson, Walter M. & Julia E. 183.31
Kerr, William E. & Joanne 228.07
King, John D. & Julie I. 193.90
Kruhm, Diane V. 855.49
Kruhm, George F. Sr. & Nancy 37.35
Lee, Mary E. 352.27
Lewis, Joan H. B. & Randal F. Sr. 274.04
Licata, William B. & Cynthia 249.29
Lockwood, Edward D. & Mary J. 381.00
Lynch, Mary E. & Doris Ellis 17.90
McCoy, Batey & Conrad Volinerhausen 253.05
McDonouth, Patrick J. & Sue Ann 381.76
McGinnes, Ralph E. & Brenda S. 551.17
Mercer, Charles O. & Carolyn S. 334.28
Miller, Hollis 243.10
Miller, Marjorie P. 138.79
Miller, Wm. L. & Barbara Scott 503.00
Noblitt, Autry N. & Marion F. 4.64
Noon, Patrick J. & Sumiko H. 585.87
Nowell, Wharton M. & Audrey 136.14
Ortiz, Doris E. 147.65
Herchenroeder, William J. 191.19
Joy, David L. 191.19
Murphy, William 191.19
Riley, Timothy & Amy 191.19
Sappington, Thomas W. 191.19
Schneider, Allen 300.12
Szczepuchs, Stanley 191.19

CASTLE MARINA ROADS

Murray, Thomas 283.46

BEAVERDAM DITCH

Clough, William A. 9.72
McKenzie, Steven L. 24.32

SANITARY DISTRICT DELINQUENT ACCOUNTS FOR PERIOD ENDING 30 JUNE 1984

KA 0012 George & Margaret Jerboe 52.77
KA0026 Duane H. & Nancy C. Sand 66.05
KA 0048 Albet Tano & J. S. Bello 19.81
KA0063 John A. & Wyna Gilbert 216.19
KA0072 Edward E. & Linda d. Grimes 29.75
KA0090 John A. & Mary V. Kaufman 114.73
KA0095 Rudolph C. Green 265.96
KA0111 Robert E. & Betty W. Snyder 291.37
KA0123 Sylvan & Shirley V. Grollman 107.55
KA0140 James R. & Evelyn Baxter 233.49
KA0147 George & Wally Sadhidi 321.85
KA0162 Wallace J. & Ellen E. Gilbert 235.13
KB0023 Joseph K. Jr. & Doris Greenwell 57.43
KB0034 Richard W. Arnold 186.54
KB0035 Ambrose A. & Joseph M. Feliner 52.25
KB0073 J. Wayne Kulig 219.67
KB0080 Drew C. Hughes etal (Deceased bills returned) 105.02
KB0124 Richard T. & Carol S. Haskell 52.25
KC0004 Howard W. M. & Mary E. Rupp 603.91
KC0040 Carl W. & Sharon Lee Rieve 120.03
KC0093 George H. & M. Jeanette Luther 34.99
KC0097 Ted E. & Juanita Wooten 29.50
KC0110 John A. Sr. & Veronica Jones 281.00
KC0122 Richard A. & Barbara A. Dorling 69.00
KC0142 Joyce A. Carlson 69.00
KC0143 Michael Zajac & Elise Tanner 218.41
KC0164 Lawrence E. & Linda L. Kerr 183.49
KC0182 William & [illegible] 2,100.74
KF0136 Nelson D. & Bernice Dennis 215.98
KF0139 Arthur E. Evans 243.46
KF0141 Maurice H. Meredith 289.99
KF0142 Gloria Pinkett 136.18
KG0003 Thomas W. & Elizabeth Nash 265.48
KG0031 Charles E. Laird 283.29
KG0035 Wayne D. & Kathleen B. Walker 251.61
KG0044 Harlan J. & Linda M. Gorn 223.45
KG0048 Dennis & Mary E. Hampton 107.12
KG0049 James A. Solgmon 54.19
KG0050 John R. & Terry A. Crawford 189.96
KG0058 Peggy A. Hignutt 215.84
KG0063 Roland T. & Vicky E. Meehle 237.99
KG0074 Gary L. Dehne & Ralph Lubow 63.42
KH0001 Eldridge & Margaret A. Meredith 63.04
KH0030 Lloyd Price & Q.A. Land Co. 237.37
KH0058 Medford Thomas Sr. 140.07
KH0017 Evelyn J. Meredith L/E 237.42
KH0018 Gental G. & Trifhenia Thomas 56.22
KH0033 Robert W. & Cathy W. [illegible] 2,100.74
KH0092 James H. Thomas 2,100.03
KH0043 John C. Maynard 24.77
KJ0003 Ronald H. & John D. Fooks 63.29
KJ0078 Richard E. & Marion D. Snyder 1,134.23
KJ0084 Raymond E. Deech, Jr. 237.03
KJ0102 Vivian E. Thomas & Rita Conelg 220.03
KJ0120 Michael J. Purdy 222.29
KJ0122 James M. & Susan R. Edwards 61.23
KJ0130 Thomas M. & Pamela Eggberg 437.91
KJ0133 William V. Hackaway 63.11
KJ0140 Eggberg Brothers 220.03
KJ0107 William R. & Helen B. Smith 120.03
KJ0120 Richard M. & Judith M. Cobb 107.03
KK0003 Edward D. & Mildred Thomas 63.04
KK0008 John A. & Judith A. Hoffman 120.03
KK0012 Michael C. & Margaret A. Hoffman 120.03
KK0030 Mary B. Jones 120.03
KK0039 Michael P. & Lynn Yount 112.03

& Linda S. 188.00
Starkey, George E. & Sharon 52.62
Stein, Warren M. 1,792.78
Sterling, William H. & Leone 749.41
Stevens, Wm. S. Jr. & Dollie A. 220.12
Stewart, Bernard Heirs 159.56
Stewart, Christopher & Rosetta 395.16
Strotman, Kennath Jr. & Diana 303.65
Sturdivant, C. Linwood & Mabel L. 384.76
Swann, Palmer D. & Linda 27.33
Taylor, Ellen Marie 58.12
Taylor, John E. & Margaret A. Reed 248.40
Taylor, Larry B. & Faye L. 109.87
Terry, Edward Wm. & Joyce P. 291.50
Thomas, Bertha & Arthur 242.22
Thomas, Clara R. & Reginald Chandler 62.32
Thomas, Gental G. & Trithenia 264.32
Thomas, Ned Heirs 72.49
Thomas, Vivian & Rita Gerwig 213.71
Thomas, William C. 84.86
Thomas, Wilmer 39.78
Thompson, James E. & Betty L. 280.39
Timms, Irene A. 180.34
Timms, Wilbur & Hazel 231.83
Tingle, Freddie L. & Florence V. 269.40
Tolliver, William K. & Mary A. 335.04
Tolson, William H. & Donald C. 237.13
Trempler, Leo & Myrtle 191.17
True, Dennis A. & Bessie A. 383.44
Truxon, Irene S. 246.51
Turner, James I. & Jean V. 215.10
Turner, Mary V. 189.40
Varette, Frank M. Jr. 323.32
Veeney, Annie G.E. 63.65
Veeney, Nathaniel A. & Jacqueline 357.14
Waldvogel, Chester W. & Barbara 1,216.73
Wallace, Isaac J. & Laura E. 145.20
Wahers, Wm. H. & Sylvia C. 453.05
Warrick, Elsie 106.73
Warrick, Harry R. & Iona M. 341.67
Warrick, Terry K. & Jacqueline D. 345.64
Warrick, Ernest L. & Dorothy E. 159.78
Washington, John J. & Alberta 218.57
Washington, Marilyn E. 168.18
Watson, Edith Mae 94.81
Webb, Carrie 181.18
Wenck, David E. & Judith M. 416.81
West, David L. & Mizuki 636.36

SEVENTH DISTRICT

Alexander, Michael L. & Lillie M. 347.19
Aquilino, James J. 78.23
Ashley, Irvin W. 192.05
Ashley, Mae Fletcher 243.78
Ashley, Mary E. 161.39
Ashley, Melvin R. & Anna G. 73.37
Bakker, Charles W. etal 583.39
Bauerman, Charles L. & Margaret H. 681.12
Beck, Marcellus H. 303.43
Bottonley, Harry Est. 81.33
Brooks, Sewell 35.80
Brown, Wm. H. & Margaret A. 269.18
Bunting, F. John 1,189.43
Burke, Arnold B. 367.30
Burke, John H. & Edner 161.11
Callis, Calvin E. & Lorena J. 376.36
Chevallier, Francois 212.83
Clapp, Richard 742.79
Cole, Daniel L. & Jeanetta E. 622.34
Collins, Lawrence A. Sr. 783.89
Collison, Reese R. & Barbara A. 420.12
Cook, Ronnie L. & Margaret 379.24
Cunao, Marguerite M. etal 160.45
Daniels, Samual G. 187.85
Daniels, Samuel G. & Gratta 284.21
Davidson, Clemant A. Jr. & Dorothy 981.24
Davila, Lucy, etal 124.64
Dellciotto, Ralph M. & Alberte T. 604.88
DeMoss, Brian E. & Jill P. 384.10
DeMoss, Wm. J. & Nellie E. 368.85
Dickinson, Michael 202.88
Dougherty, Laroy J. Jr. & Shirley A. 477.36
Douglas, James K. & Linda L. 619.05
Downes, Robert J. & Audrey A. 182.99
Duckery, Wm. D. & Edwina B. 178.79
Durrmeier, Bernd R. 3,504.62
Eastman, David A. & Elyssa A. 588.52
Emore, Georgia V. 287.74
Farrow, Catherine C. etal 170.17
Fazenbaker, Alvin C. Jr. & Dorothy 250.61
Ferell, James W. 211.50
Fox, Arden J. Jr. & Nancy J. 589.19
Freeman, Martha E. 363.55
Freeman, Melvin & Helen 288.64
Gibbs, Steven 239.56
Glanding, Charles E. & Virginia L. 408.63
Goldsborough, John W. Heirs 7.86
Goll, Wayne W. 72.06
Green, Joseph & Mary Heirs 30.94
Green, Wm. H. 23.66
& Audrey 100.14
Ortiz, Doris E. 147.85
Price, Walter E. & Geneva 195.38
Purnell, Samual B. & Mary F. 59.79
Pyle, Joe B. Jr. & Deborah G. 671.62
Ringgold, Bessie E. 49.85
Rose, Ronald & Elva L. 207.74
Ross, Martha E. 323.10
Russum, John C. & Patricia 218.14
Schauber, Dennis M. 550.29
Schulgin, Vassily D. & Grace R. 262.33
Simmons, Hershel L. & Mary J. 234.48
Snodgrese, Jack W. & Darlene 321.78
Spencer, Charles H. & Betty 35.58
Stemmer, Edward L. & Wilma L. 297.02
Stubbs, Edward L. & Edith 246.19
Teet, Charles & Sara D. 114.70
Thoma, James T. & Carol B. 305.42
Thomas, David F. Jr. & Sandra 43.32
Tolson, Thomas R. & Shirley 327.30
Unicorn Nursery, Inc. 122.88
Usilton, Dorothy C. 90.17
Waddell, Charles G. & Lena F. 360.45
Wadell, Russell T. Sr. & Mary E. 91.05
Walls, Wm. H. 482.66
Wempla, Irvin M. Jr. 95.91
Webber, Alice V. 407.52
White, Dudley P. & Lynda Y. 549.85
Wicomico Modular Homes Corp. 4.64
Wilkerson, Chas. H. & Sarah K. etal 25.42
Wilkerson, Serah K. 54.64
Wilson, Barbara 281.11
Wilson, Dewey F. & Janice 177.90
Wilson, Gelen T. 152.27
Wilson, James & Myra 114.46
Wilson, Walter M. & Sandra H. 460.34
Wise Homes of Elkton, Inc. 181.77
Wright, Anna G. & Melvin Ashley 18.79
Wright, Ernest E., Charles & Sarah 70.72

1983-84
FIFTH DISTRICT

Wilson, Charles Heirs 36.47

SPECIAL ASSESSMENTS
CLOVERFIELD ROADS

Bunkar, Geraldine 286.77
Circillo, Anthony, Jr. 191.16
Fisher, Leonard 155.49
Fletcher, Paul T. 191.19
Freeman, Douglas, Jr. 191.16
Hallock 313.94

KC0162 William & Linda K. Haddaway 56.04
KC0173 Barbara A. Benny 78.26
KC0177 Herbert A. & Martha S. Thom 250.06
KC0182 Charles E. Brazier, Jr. 236.06
KC0188 James R. & Mary J. Maize 226.87
KC0192 Otis L. & Judith R. Knuckles 108.21
KC0196 Joseph J. & Cindy Centineo 163.97
KC0201 Samuel C. & Barbara Ringold 241.47
KD0009 Maurice D. & Blanche Dashiell 38.86
KD0010 Bruce a. Tarr 59.26
KD0015 David O. Lewis 112.70
KD0016 Donald L. & Wilma G. Schoena 228.00
KD0017 Arthur R. & Blanche V. Brown 37.03
KD0021 Rudolph & Beuleh M. Green 246.26
KD0039 Sandra A. Orlowa 257.71
KD0087 James B. & Eva Brown 260.21
KD0089 Louis w. Jr. & Joan W. Foxwell 314.39
KE0017 Harvey R. & Thelma B. Hammer 257.21
KE0021 Lincoln J. & Irnee O. Broyhill 124.36
KE0034 Thomas E. Murrey 238.03
kE0044 Nobel J. Cresanto 55.11
KE0048 Dwight D. & Anna L. Sisson 261.58
KE0050 James E. & anne V. Dietz 244.13
KE0094 Michael & Anne D. A. Booth 52.25
KF0024 William D. Reaver 184.06
KF0026 Jacquelina M. & Wallace Grooms 326.32
KF0034 Elwood S. & Edne C. Smith 276.19
KF0039 James E. & Margaret C. Coleman 260.84
KF0059 Catharina H. Alder 163.06
KF0063 Albert Hampton & Mary Bambary 113.78
KF0080 James D. Leary, Jr. 117.61
KF0100 Thomas W. & Mary A. Clark 171.18
KF0105 Alan M. Gould 64.20
KF0107 George L. & Patsy L. Jones 263.88
KF0108 Auguste T. Buyle 238.62
KF0109 Russel J. Cornish 138.06
KF0110 Russel J. & Leona Cornish 143.96
KF0112 Valerie M. Jones 160.10
KF0113 Andrew & Margaret Wright 43.80
KF0114 Thomas & Ida Jones 248.48
KF0116 Frederick Lynch 64.27
Lynn Youell 112.66
KK0033 Raymond A. & Denise R. Dorrell 73.27
KK0047 George A. & Sue C. Jones 376.54
KK0058 Donald W. Anderson 214.66
KK0061 Malcolm L. Davis 248.69
KK0062 Tilghman Eaton 291.21
KK0072 Kenneth L. Sr. & Dottie Phillips 82.61
KK0093 Kenneth Strotman 53.50
KK0103 William S. Jr. & Dottie A. Stevens 204.84
KK0110 Robert S. Harvey 12.35
KK0123 William H. Gernert 82.79
KK0138 Frederick Gutzat 218.37
KK0146 Charles L. & Rita M. Jenkins 237.96
KK0147 P. C. Butler, Heirs 84.55
KK0151 Nathaniel Fitchett 120.23
KK1052 Randloph Fitchett 210.76
KK0163 Donald L. & Frances Anderson 218.27
KK0161 Elsie Warwick 256.99
KK0165 Samuel Besch, Jr. 238.76
KK0167 Harry R. & Iona M. Warrick 233.66
KK0183 Lester & Carrie Burke 269.99
KK0190 Walter, Jr. & Geraldine Burke 117.83
KK0193 Irene S. Truxon 220.73
KK0204 Nellie M. Butler, etal 38.40
KK0205 Dorothy E. Warrick 183.79
KK0208 Alfred R. & Emma D. Handy 214.11
KK0209 Mildred E. Handy & A. Thomas 85.83
KK0210 Lillie Mae Johnson 270.04
KK0219 Arthur M. & Laura Moyer 233.46
KK0220 Susie Mae Johnson 84.58
KK0222 Grafton F. & Brenda C. Butler 222.36
KK0231 Charles E. & Barbara A. Smith 78.08
KK0242 Charles E. Smith, PA, Pension Tr. 405.85
KK0252 Walter R. & Mable G. Mench 243.69
KK0259 James H. & Peggy L. Comegys 205.32
KK0260 Walter E. Sr. & Sidona T. Kellogg 100.00
KK0261 Barry & Helen Smallwood 183.35
KK0263 Henry E. Smith, Jr. 110.27
KK0264 Henry E. Smith, Jr. 207.46
KK0270 Roy E. Radcliffe, Jr. 268.97
KK0271 William D. Baker 58.61
KK0300 Irene A. Timms 281.91

18 133

D. &	
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L. Dehne	
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eredith	63.04
Price &	
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E	207.42
G. &	
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H.	
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M. &	
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	437.01
	53.11
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R. &	
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A. &	
end	103.03
N C. &	
	200.02
	103.02
N P. &	
	112.00

KK0000 Allen B. Davis	200.00
KK0000 William H. & Mary B. Lisle	200.02
KK0002 Franklin G. & Agnes F. Duncan	200.00
KK0000 James A. & Patricia A. Pfeiffer	60.40
KK0040 Sharon P. Golf	67.00
KK0000 James D. & Sarah J. Robinson	240.13
KL0002 Robert V. & Marilyn J. Masters	240.01
KL0007 Henry A. Rada Construction Co.	30.21
KL0000 Mona & Melvin Pruitt	53.10
KL0210 Walter M. McGee	52.77
KM0000 Willie & Norma Lee Rollins	102.00
KM0007 James F. & Diane Dewey, Jr.	240.03
KM0015 William H. & Dorothy M. Nelson	116.78
KM0017 Arthur & Coretta Jones	143.00
KM0010 Melinda Dewey, etal	300.07
KM0004 Winifred Washington Queen	111.00
KM0025 Charles Wilson	502.04
KM0000 Louise B. Moore	40.00
KM0027 Ernest, Nettie, George Stanley	270.04
KM0000 Catherine A. Bertelsen	147.70
KM0000 Sheila Dunning	207.10
KM0041 C. Linwood & Nellie Hardesty	207.23
KM0007 Marsha C. Roberts	60.00
KM0000 William Jr. & Lucille Little	272.00
KM0002 Wilbert L. & Helen A. Wright	160.21
KM0000 Lovema Eaves	53.14
KM0000 Julia Ann Wilson	240.01
KM0001 Lillian C. Curtis	140.00
KM0002 Lillian C. Curtis	100.00
KM0007 Louise B. Moore	75.01
KM0000 George & Sharon Starkey	101.00
KM0070 Annabelle Williams	102.00
KM0070 Florence Conyer	100.00
KM0073 Henry D. & Beatrice E. Tingle, Dr.	10.10
KM0070 Sharon D. Clarke	501.71
KM0000 Anna M. Marden	200.72
KM0000 Charles L. Flores	70.00
KM0000 Henry D. Hamilton Gray	200.00
KM0000 Francis	

P0007 Richard D. & Sheila Albright	171.34
P0100 Gene C. & Frances L. Gous	171.34
P0171 George D. Ward	83.07
P0100 Mordecai S. & C. Cushingham	83.07
P0010 Lenny L. & Nora G. Spicer	200.02

TOWN OF MILLINGTON

1982-83	
Harry Bottomley Estate (Prop Tax)	7.63
Harry Bottomley Estate (Sewer)	20.70
John Bottomley Estate (Prop Tax)	11.07
John Bottomley Estate (Sewer)	52.40
John King (Prop Tax)	53.03
John King (Sewer)	102.03
1983-84	
Harry Bottomley Estate (Prop Tax)	7.63
Harry Bottomley Estate (Sewer)	20.70
John Bottomley Estate (Prop Tax)	13.20
John Bottomley Estate (Sewer)	52.40
John King (Prop Tax)	53.06
John King (Sewer)	102.53
1984-85	
Harry Bottomley Estate (Prop Tax)	9.37
Harry Bottomley Estate (Sewer)	20.70
John Bottomley Estate (Prop Tax)	14.02
John Bottomley Estate (Sewer)	52.40

WILLIAM H. TOLSON,
TREASURER
QUEEN ANNE'S COUNTY

BY [illegible]

[illegible] at 1:30 p.m. Feeder Pigs and Hogs, Cattle, Feeder Cattle, Beef Cows and Beef [illegible] at [illegible] Md., [illegible] 10:30 a.m. Annual Spring Farm Equipment Sale at [illegible] Md. (Please Call in Advance so we can advertise your machinery). [illegible] at 4:00 p.m. [illegible] [illegible] RESERVE YOUR SALE DATE BY CALLING: HARRY [illegible] & [illegible]

NOTICE OF [illegible]

[illegible] under Comprehensive Zoning [illegible] of Queen Anne's County [illegible] Bradley Lewis and [illegible] Lewis Case No. 86-207, [illegible] under the authority of [illegible] and/or Sections 9.302 and [illegible] of the Queen Anne's County Comprehensive Zoning Ordinance to permit an existing 104 foot by 24 foot block building and a 24 foot by 20 foot shed to be used for the purpose of shedding soft crabs. Said property located on an 0.44 acre improved parcel of land, situated on the south side of Maryland Route 302, Fourth Election District of Queen Anne's County, in Dominion, Chester, Maryland. Said property being designated on Queen Anne's County Sectional Zoning Map No. 86 as Parcel 86, located in an R-5 General Residence District.

Take notice that this application shall be considered at a public hearing on Thursday, the 28th day of February, 1985, at 7:30 o'clock P.M. in the office of the Board of Appeals, Annex Bldg., Centreville, Maryland.

By order of The Board of Appeals of Queen Anne's County.

A. A. MacGlashan, III
Chairman
Cathy Maxwell, Clerk

RS-2-13-2-514

Charles L. Smith, Esquire
P.O. Box 1[illegible]
Centreville, Maryland 21[illegible]
NOTICE OF APPOINTMENT
AND
NOTICE TO CREDITORS
AND
NOTICE TO UNKNOWN HEIRS

TO ALL PERSONS INTERESTED IN THE ESTATE OF [illegible]

This is to give notice that the undersigned, Roger Fulton Bashiell, and Mildred L. Bashiell whose address is P.O. Box 6[illegible], Centreville, Maryland 21[illegible] were on February 11, 1985 appointed personal representatives of the estate of Charles [illegible] who died on September 4, 1984, with a will.

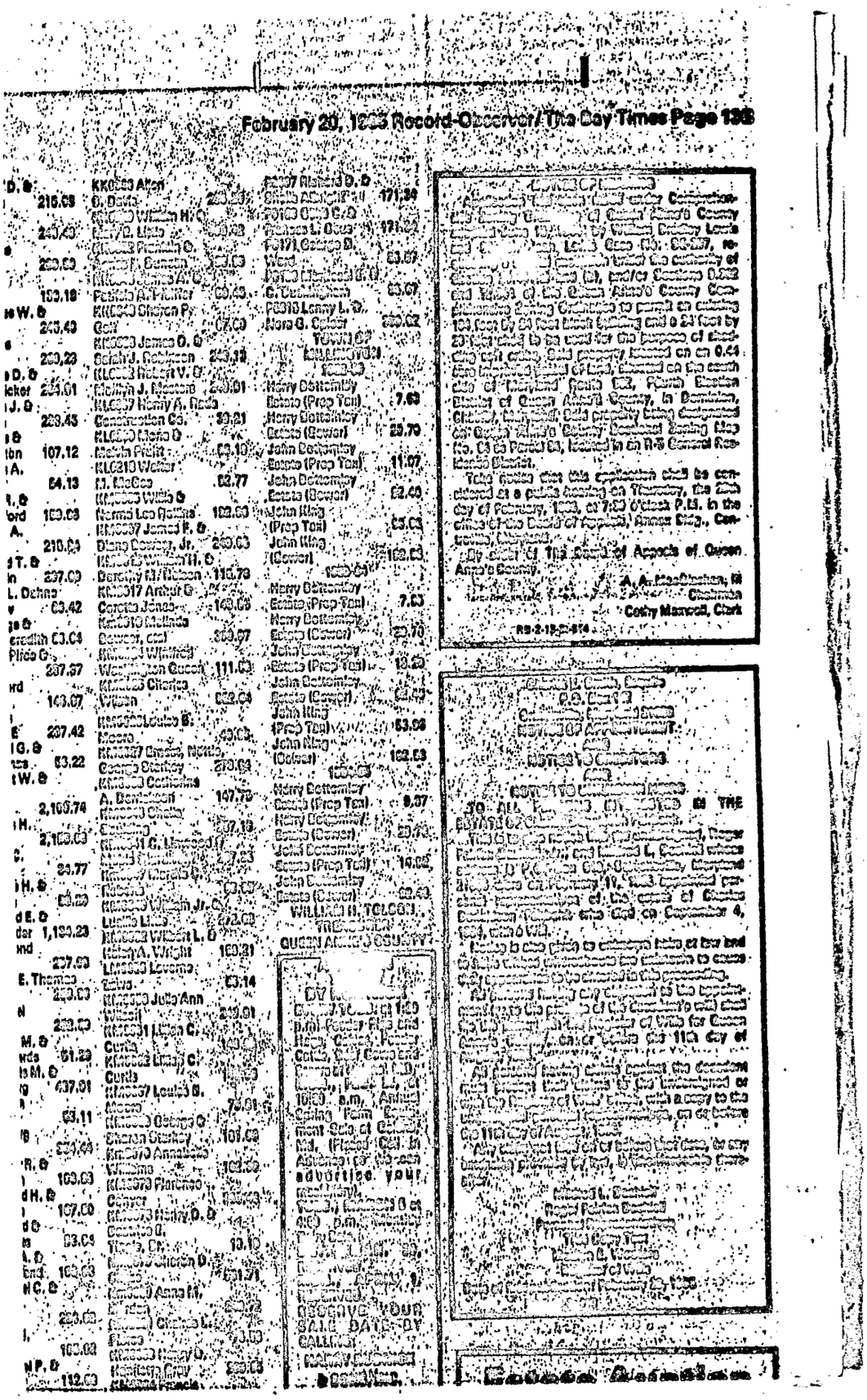
Notice is also given to unknown heirs at law and to heirs whose whereabouts are unknown to cause their appearance to be entered in this proceeding.

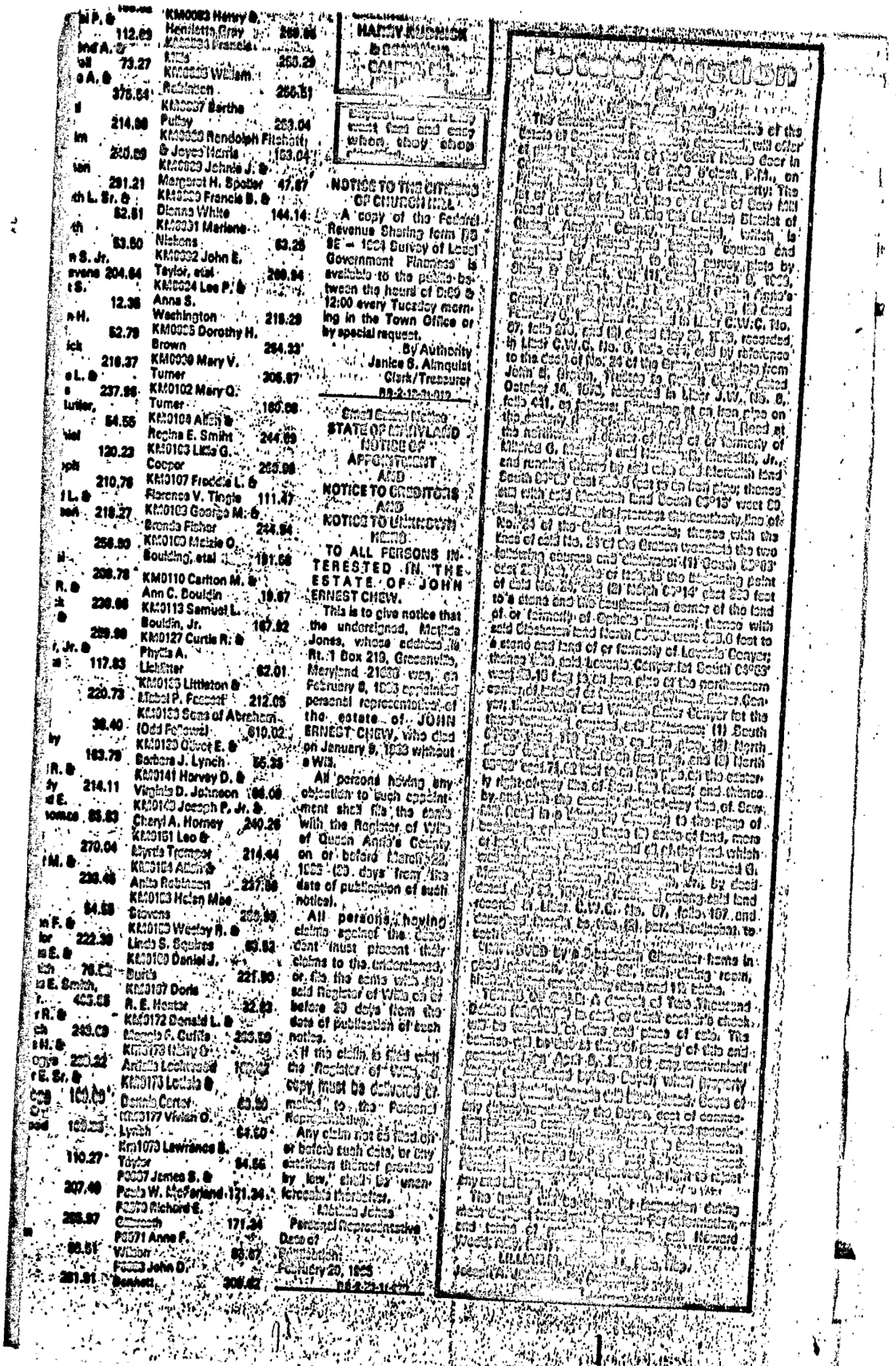
All persons having any objection to the appointment [illegible] of the decedent's will shall file the same with the Register of Wills for Queen Anne's County, on or before the 11th day of August, 1985.

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 11th day of August, 1985.

Any claim not filed on or before that date, or any extension provided by law, is thereafter thereafter.

Mildred L. Bashiell
Roger Fulton Bashiell
Personal Representatives
True Copy Test
Marion E. Woodard
Register of Wills
Date of Notice: Second of February 20, 1985





KM0082 Harvey B. Henrietta Gray 288.96
KM0083 Francis ... 263.29
KM0085 William Robinson 256.51
KM0087 Bertha Pulley 263.04
KM0089 Randolph Fitchett & Joyce Harris 163.04
KM0090 Johnie J. & Margaret H. Spotter 47.87
KM0093 Francis B. & Dianna White 144.14
KM0091 Marlene Nickens 63.26
KM0092 John E. Taylor, etal 288.84
KM0094 Lee P. & Anna S. Washington 218.29
KM0095 Dorothy H. Brown 284.32
KM0099 Mary V. Turner 206.67
KM0102 Mary O. Turner 160.08
KM0106 Allen & Regina E. Smith 244.69
KM0103 Lillie G. Cooper 263.98
KM0107 Freddie L. & Florence V. Tingle 111.47
KM0108 George M. & Brenda Fisher 244.84
KM0109 Mamie O. Boulding, etal 191.58
KM0110 Carlton M. & Ann C. Bouldin 19.87
KM0113 Samuel L. Bouldin, Jr. 167.92
KM0127 Curtis R. & Phyllis A. Lichliter 62.01
KM0135 Littleton & Mabel P. Fossett 212.08
KM0133 Sons of Abraham (Odd Fellows) 810.02
KM0139 Oliver E. & Barbara J. Lynch 85.33
KM0141 Harvey D. & Virginia D. Johnson 66.09
KM0140 Joseph P. Jr. & Cheryl A. Horney 240.26
KM0151 Leo & Myrtle Tramper 214.44
KM0154 Alton & Anita Robinson 237.96
KM0153 Helen Mae Stevens 263.99
KM0159 Wesley R. & Linda S. Squires 65.52
KM0160 Daniel J. Burris 221.90
KM0167 Doris R. E. Hunter 32.63
KM0172 Donald L. & Rhonda C. Cuffia 263.59
KM0173 Kelly O. Ardella Lockwood 100.02
KM0175 Loddie & Dennis Carter 63.50
KM0177 Vivian O. Lynch 64.50
KM1079 Lawrence B. Taylor 94.56
P0007 James S. & Paula W. McFarland 121.34
P0070 Richard E. Gilmouth 171.34
P0071 Anne F. Wilson 95.67
Fouts John D. Bennett 308.62

HARRY ROBINSON
& DORIS WEIR
CAMERA

[illegible] want [illegible] and easy when they shop

NOTICE TO THE CITIZENS OF CHURCH HILL

A copy of the Federal Revenue Sharing form 76 SE – 1004 Survey of Local Government Finances is available to the public between the hours of 8:00 & 12:00 every Tuesday morning in the Town Office or by special request.

By Authority
Janice S. Almquist
Clerk/Treasurer

RS-2-12-31-819

Orphans' Court Notice

STATE OF MARYLAND
NOTICE OF
APPOINTMENT
AND
NOTICE TO CREDITORS
AND
NOTICE TO UNKNOWN HEIRS

TO ALL PERSONS INTERESTED IN THE ESTATE OF JOHN ERNEST CHEW.

This is to give notice that the undersigned, Matilda Jones, whose address is Rt. 1 Box 219, Greenville, Maryland 21638 was, on February 8, 1983 appointed personal representative of the estate of JOHN ERNEST CHEW, who died on January 9, 1983 without a Will.

All persons having any objection to such appointment shall file the same with the Register of Wills of Queen Anne's County on or before March 22, 1983 (30 days from the date of publication of such notice).

All persons having claims against the decedent must present their claims to the undersigned, or file the same with the said Register of Wills on or before 30 days from the date of publication of such notice.

If the claim is filed with the Register of Wills, a copy must be delivered or mailed to the Personal Representative.

Any claim not so filed on or before such date, or any extension thereof provided by law, shall be unenforceable thereafter.

Matilda Jones
Personal Representative
Date of Publication:
February 20, 1983

RS-2-20-31-819

Estate Notice

The undersigned, Personal Representative of the Estate of [illegible], deceased, will offer at public sale at the front door of the Court House Door in Centreville, Md. on [illegible] at 2:00 o'clock P.M., on the following described real estate and personal property: The [illegible] of land lying on the north side of Old Mill Road at Chesterville in the Old Election District of Queen Anne's County, Maryland, which is [illegible] by deed from [illegible] to the said grantor, dated October 8, 1903, recorded in Liber [illegible] folio 111, [illegible] (2) deed from [illegible] to the said grantor, dated February 6, [illegible], recorded in Liber [illegible] folio 87, and (3) deed from [illegible] to the said grantor, dated [illegible], recorded in Liber C.W.C. No. 07, folio 210, and (4) deed from [illegible] to the said grantor, dated May 20, 1919, recorded in Liber C.W.C. No. 6, folio 221, and by reference to the deed of No. 24 of the Chester River Plats from John [illegible], Trustee to [illegible], dated October 14, 1903, recorded in Liber J.W. No. 8, folio 431, as follows: Beginning at an iron pipe on the [illegible] corner of land of [illegible] Reed at the northeast corner of land of or formerly of Mildred G. [illegible] and [illegible] Meredith, Jr., and running thence by and with said Meredith land South 09°09' east 63.0 feet to an iron pipe; thence still with said Meredith land South 09°13' west 69 feet, [illegible] its intersect the southerly line of Road 23 of the Queen Anne's Plat; thence with the lines of said No. 23 of the Queen Anne's Plat the two following courses and distances: (1) South 09°03' west 2.10 feet to an iron pipe at the beginning point of said No. 23, and (2) North 09°13' west 330 feet to a stone and the southeastern corner of the land of or formerly of Ophelia Blackwell; thence with said Blackwell land North 09°03' west 330.0 feet to a stone and land of or formerly of Lowell Conyer; thence with said Lowell Conyer land South 09°09' west 63.10 feet to an iron pipe at the northeastern corner of land of [illegible] Conyer; thence with [illegible] Conyer land [illegible] Conyer for the three following courses and distances: (1) South 09°09' west 119 feet to an iron pipe, (2) North 09°09' west 74.0 feet to an iron pipe, and (3) North 09°09' west 74.0 feet to an iron pipe on the easterly right-of-way line of Old Mill Road; and thence by and with the [illegible] right-of-way line of Old Mill Road in a [illegible] direction to the place of beginning, containing [illegible] (2) acres of land, more or less, and [illegible] (2) of the land which [illegible] by deed from [illegible] Jr., by deed recorded in Liber C.W.C. No. 07, folio 107, and described therein as [illegible] (6) perches, [illegible] more or less.

IMPROVED by a [illegible] Chester home in good condition, [illegible] with dining room, kitchen, [illegible] bedroom and 1½ baths.

TERMS OF SALE: A deposit of Two Thousand Dollars ($2,000.00) in cash or cash equivalent's check will be required on date and place of sale. The balance will be required at time of passing of title and possession, which shall be [illegible] or [illegible] commencement [illegible] by the Court when property [illegible] and [illegible] Costs of any [illegible] by the Buyer, cost of [illegible] and [illegible] Any and all [illegible] the right to reject [illegible]

This [illegible] Court [illegible] information during [illegible] and terms of [illegible] Richard Wesley Hall.

LILLIAN [illegible]
Personal Representative

Joseph A. [illegible]

18 AGE 135

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1985, OF PROPERTIES ASSESSED TO THE FOLLOWING: ALBERT J. AND CONSTANCE M. CLOUGH; MERLE J. HALL; TOWNSEND TOMLINSON, ET AL.; BETTY PORTER PERRIN; ROLAND AND JANET J. BAILEY; GUDSAY S. AND JOHN BOYD; LORENZO AND BETTY S. LEAK; WILLIAM THOMPSON; TIDEKEY CORP., N.V.; STANLEY W. AND NANCY W. WALKER; ALICE BAILEY; SELLERS BAILEY, HEIRS; HENRY AND DORIS J. BERNIKER; LINCOLN J. AND IRENE O. BROYHILL; ROBERT L. AND ANNIE CAVE; ANTHONY CIRILLO, JR.; RONALD E. DAVIS; GIUSEPPE DILUCCIA; ARTHUR H. EVANS; EDWARD AND SHARON GORDON; WILLIAM J. AND SANDRA HERCHENROEDER; CARTER A. III AND SYLVIA J. JENKINS; FRANK E. AND CLARA T. LANE; D. PATRICK AND JOANNE C. LEACH; INEZ M. NEIRA: PLATINUM ASSOCIATES, LTD.; EDWARD SEVERA, JR.; DAVID H. BARNHART; JOHN D. BENNETT; EMMA E.J. EVANS; SUSAN KAHN; RICHARD E. AND MARION B. SNYDER; NED THOMAS, HEIRS; CHARLES H. WILSON, HEIRS; LUCY DAVILA, ET AL.; STEVEN GIBBS; WAYNE W. GOLT; WILLIAM H. GREEN; WILLIAM H. AND ANITA GREEN; RICHARD M. AND GILBERT W. HUGH; WILLIAM E. AND JO ANNE KERR; CHARLES AND SARA TEAT; WICOMICO MODULAR HOMES CORP.; RUDOLPH C. GREEN; DREW C. HUGHES AND D. STANLEY; LAWRENCE E. AND LINDA KERR; MICHAEL BUSCH AND ANNA D.A. BOOTH; AUGUSTE F. BOYD; THOMAS AND IDA JONES; JAMES H. THOMAS; NATHANIEL FITCHETT; SUSIE MAY JOHNSON; CATHERINE A. DERICKSON; LOUISE B. MOORE AND LACY MOORE, JR. ALLEN B. DAVIS, SR.; ALLAN SCHNEIDER	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND CIVIL ACTION NO. 85-00329

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

ORDERED, this 21st day of June, 1985, 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

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
758-0977

and confirmed on or after the 1st day of August, 1985, 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 3rd day of July, 1985, and ending on the 24th day of July, 1985.

AND the report states amount of sale to be $25,048.30.

Clayton C. Carey

JUDGE

Filed: June 21, 1985

1985 JUN 21 PM 4:10
QUEEN ANNE'S COUNTY

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
758-0577

18 PAGE 137

RECEIVED
CLERK, CIRCUIT COURT
1985 JUL 29 PM 2:32
7/24 85
Centreville, ~~QUEEN ANNE'S COUNTY~~

We Hereby Certify

That the annexed advertisement of Matter 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 1st day of Aug. 1985, And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 3rd day of July 1985, and the last insertion on the 24th day of July 1985.

Publishers, Record Observer

Per _____

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
CIVIL ACTION NO. 85-00329

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1985, OF PROPERTIES ASSESSED TO THE FOLLOWING: ALBERT J. AND CONSTANCE M. CLOUGH; MERLE J. HALL: TOWNSEND TOMLINSON, ET AL.; BETTY PORTER PERRIN: ROLAND AND JANET J. BAILEY; GUOSAY S. AND JOHN BOYD; LORENZO AND BETTY S. LEAK; WILLIAM THOMPSON;, TIDEKEY CORP., N.V.; STANLEY W. AND NANCY W. WALKER; ALICE BAILEY; SELLERS BAILEY, HEIRS; HENRY AND ORIS J. BERNIKER; LINCOLN J. AND IRENE O. BROYHILL; ROBERT AND ANNIE CAVE; ANTHONY CIRILLO, JR.; RONALD E. DAVIS; GIUSEPPE DILUCCIA; ARTHUR H. EVANS; EDWARD AND SHARON GOROON; WILLIAM J. AND SANDRA HERCHENROEDER; CARTER A. III AND SYLVIA J. JENKINS; FRANK E. AND CLARA T. LANE; D. PATRICK AND JOANNE C. LEACH; INEZ M. NEIRA; PLATINUM ASSOCIATES, LTD.; EDWARD SEVERA, JR.; DAVID H. BARNHART; JOHN O. BENNETT; EMMA E. J. EVANS; SUSAN KAHN; RICHARD E. AND MARION B. SNYDER; NED THOMAS, HEIRS; CHARLES H. WILSON, HEIRS; LUCY DAVILA, ET AL.; STEVEN GIBBS; WAYNE W. GOLT; WILLIAM H. GREEN; WILLIAM H. AND ANITA GREEN; RICHARD M. AND GILBERT W. HUGH; WILLIAM E. AND JO ANNE KERR; CHARLES AND SARA TEAT; WICOMICO MODULAR HOMES CORP.; RUDOLPH C. GREEN; DREW C. HUGHES AND O. STANLEY; LAWRENCE E. AND LINDA KERR; MICHAEL BUSCH AND ANNA D. A. BOOTH; AUGUSTE F. BOYD; THOMAS AND IDA JONES; JAMES H. THOMAS; NATHANIEL FITCHETT; SUSIE MAY JOHNSON; CATHERINE A. DERICKSON; LOUISE B. MOORE AND LACY MOORE, JR. ALLEN B. DAVIS, SR.; ALLAN SCHNEIDER.

ORDERED, this 21st day of June, 1985, that the 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 1st day of August, 1985, 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 3rd day of July, 1985, and ending on the 24th day of July, 1985.

AND the report states amount of sale to be $25,048.30.

Clayton C. Carter
JUDGE

TRue Copy, Test:
Marguerite W. Mankin, Clerk
By Anne F. Ward, Deputy Clerk

Filed: June 21, 1985

RB-7-3-41-01

18 ... 138

IN THE MATTER OF THE TAX SALES IN QUEEN ANNE'S COUNTY, MARYLAND, FOR THE YEAR 1985, OF PROPERTIES ASSESSED TO THE FOLLOWING: ALBERT J. AND CONSTANCE M. CLOUGH; MERLE J. HALL; TOWNSEND TOMLINSON, ET AL.; BETTY PORTER PERRIN; ROLAND AND JANET J. BAILEY; GUDSAY S. AND JOHN BOYD; LORENZO AND BETTY S. LEAK; WILLIAM THOMPSON; TIDEKEY CORP., N.V.; STANLEY W. AND NANCY W. WALKER; ALICE BAILEY; SELLERS BAILEY, HEIRS; HENRY AND DORIS J. BERNIKER; LINCOLN J. AND IRENE O. BROYHILL; ROBERT L. AND ANNIE CAVE; ANTHONY CIRILLO, JR.; RONALD E. DAVIS; GIUSEPPE DILUCCIA; ARTHUR H. EVANS; EDWARD AND SHARON GORDON; WILLIAM J. AND SANDRA HERCHENROEDER; CARTER A. III AND SYLVIA J. JENKINS; FRANK E. AND CLARA T. LANE; D. PATRICK AND JOANNE C. LEACH; INEZ M. NEIRA; PLATINUM ASSOCIATES, LTD.; EDWARD SEVERA, JR.; DAVID H. BARNHART; JOHN D. BENNETT; EMMA E.J. EVANS; SUSAN KAHN; RICHARD E. AND MARION B. SNYDER; NED THOMAS, HEIRS; CHARLES H. WILSON, HEIRS; LUCY DAVILA, ET AL.; STEVEN GIBBS; WAYNE W. GOLT; WILLIAM H. GREEN; WILLIAM H. AND ANITA GREEN; RICHARD M. AND GILBERT W. HUGH; WILLIAM E. AND JO ANNE KERR; CHARLES AND SARA TEAT; WICOMICO MODULAR HOMES CORP.; RUDOLPH C. GREEN; DREW C. HUGHES AND D. STANLEY; LAWRENCE E. AND LINDA KERR; MICHAEL BUSCH AND ANNA D.A. BOOTH; AUGUSTE F. BOYD; THOMAS AND IDA JONES; JAMES H. THOMAS; NATHANIEL FITCHETT; SUSIE MAY JOHNSON; CATHERINE A. DERICKSON; LOUISE B. MOORE AND LACY MOORE, JR. ALLEN B. DAVIS, SR.; ALLAN SCHNEIDER	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND CIVIL ACTION NO. 85-00329

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

ORDERED, this 1st day of August, 1985, by the Circuit Court for Queen Anne's County that the following tax sales on the 21st

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
758-0077

18 AGE 139

day of May, 1985, of the properties therein described in said Report of Sales as assessed to the following parties andin the following Election Districts of Queen Anne's County, as follows, to wit:

Albert J. and Constance M. Clough	- First Election District
Merle J. Hall	- First Election District
Townsend Tomlinson, et al.	- First Election District
Betty Porter Perrin	- Second Election District
Betty Porter Perrin	- Second Election District
Roland and Janet J. Bailey	- Third Election District
Gudsay S. and John Boyd	- Third Election District
Lorenza and Betty S. Leak	- Third Election District
William Thompson	- Third Election District
Tidekey Corp., N.V	- Third Election District
Stanley W. and Nancy W. Walker	- Third Election District
Alice Bailey	- Fourth Election District
Sellers Bailey, Heirs	- Fourth Election District
Doris J. Berniker	- Fourth Election District
Lincoln J. and Irene O. Broyhill	- Fourth Election District
Robert L. and Annie Cave	- Fourth Election District
Anthony Cirillo, Jr.	- Fourth Election District
Ronald E. Davis	- Fourth Election District
Giuseppe Diluccia	- Fourth Election District
Arthur H. Evans	- Fourth Election District
Edward and Sharon Gordon	- Fourth Election District
William J. and Sandra Herchenroeder	- Fourth Election District
Carter A., III and Sylvia J. Jenkins	- Fourth Election District
Frank E. and Clara T. Lane	- Fourth Election District
D. Patrick and JoAnne C. Leach	- Fourth Election District
Inez M. Neira	- Fourth Election District
Platinum Associates, Ltd.	- Fourth Election District
Rudolph C. Green	- Fourth Election District
Drew C. Hughes	- Fourth Election District
Lawrence E. and Linda L. Kerr	- Fourth Election District
Michael Busch and Anna D. A. Booth	- Fourth Election District
Auguste F. Boyd	- Fourth Election District
Thomas and Ida Jones	- Fourth Election District
Allan Schneider	- Fourth Election District
Edward Severa, Jr.	- Fourth Election District
David H. Barnhart	- Fifth Election District
John D. Bennett	- Fifth Election District
Emma E. J. Evans	- Fifth Election District
Susan Kahn	- Fifth Election District
Richard E. and Marion B. Snyder	- Fifth Election District
Ned Thomas, Heirs	- Fifth Election District

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
758 0877

18 at 140

Charles H. Wilson, Heirs	- Fifth Election District
James H. Thomas	- Fifth Election District
Nathaniel Fitchett	- Fifth Election District
Suzie Mae Johnson	- Fifth Election District
Catherine A. Derickson	- Fifth Election District
Louise B. Moore and Lacy Moore, Jr.	- Fifth Election District
Allen B. Davis, Sr.	- Fifth Election District
Lucy Davila, et al.	- Seventh Election District
Steven Gibbs	- Seventh Election District
Wayne W. Golt	- Seventh Election District
William H. Green	- Seventh Election District
William H. and Anita Green	- Seventh Election District
Richard M. and Gilbert W. Hugh	- Seventh Election District
William E. and JoAnne Kerr	- Seventh Election District
Charles and Sara Teat	- Seventh Election District
Wicomico Modular Homes Corp.	- 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 21st day of June, 1985, a Certificate of Publication of said ORDER NISI being filed in this cause showing publication thereof in accordance with said ORDER.

RECEIVED
CLERK, CIRCUIT COURT
1985 AUG -2 AM 9:27
QUEEN ANNE'S COUNTY

Clayton C. Carter
JUDGE

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
758-0877

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, WILLIAM C. ROGERS, JR. AND JOHN PAUL ROGERS,

Substitute Trustees

VS.

JAMES E. WALLER
SHIRLEY WALLER,

Defendants

* IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

Civil Action
No. 84-00057

ORDER TO DOCKET FORECLOSURE OF DEED OF TRUST

SEP 11 84 A 29088 *****20.00
SEP 11 84 A 29083 *****10.00
SEP 11 84 A 29087 *****70.00

Mr. Clerk:

Please docket the above-entitled cause of action, together with: (1) Original Deed of Trust, from James E. Waller and Shirley Waller to Michael V. McCutchan and Melvin E. Meekins, Jr., dated April 12, 1978 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 133, folio 443. (2) Note dated April 12, 1978, from James E. Waller and Shirley Waller to Capital City Federal Savings and Loan Association. (3) Deed of Appointment of Substitute Trustees, William C. Rogers, Jr. and John Paul Rogers, attached hereto. (4) Statement of Debt under oath by Vermont Federal Savings and Loan Association. (5) Statement of Military Service Affidavit, attached hereto.

William C. Rogers, Jr.,
Trustee

John Paul Rogers,
Trustee

W. Charles Rogers, III
Rogers, Moore and Rogers
6 S. Calvert Street
Baltimore, Maryland 21202
(301) 727-4456

Patrick E. Thompson
109 Lawyers Row
Centreville, Maryland 21617
(301) 758-1795
Attorneys for Substitute Trustees

RECEIVED
CLERK, CIRCUIT COURT
1984 SEP 11 PM 2:20
QUEEN ANNE'S COUNTY

DOCUMENT NO. 92,728 18 142

DEED OF TRUST

PURCHASE MONEY

THIS DEED OF TRUST is made this 12th day of April, 19 78, among the Grantor, S, JAMES E. WALLER and SHIRLEY WALLER, his wife (herein "Borrower"), MICHAEL V. McCUTCHAN and MELVIN E. MEEKINS, JR. (herein "Trustee"), and the Beneficiary, CAPITAL CITY FEDERAL SAVINGS & LOAN ASSOCIATION OF ANNAPOLIS, MD., a corporation organized and existing under the laws of United States, whose address is 26 West Street, Annapolis, Maryland 21401 (herein "Lender").

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

PARCEL NO. 1: BEGINNING for the same at a concrete monument found in the easternmost right-of-way of the Ruthsburg-Hope County Road, said beginning point further being the terminus of the nine or North 14° 54' 04" East 546.18 footline of that conveyance from Frank L. Beaver and Catherine S. Beaver, his wife, to Sydney G. Ashley, by deed dated May 20, 1974, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 84, Folio 136; thence, leaving the beginning point so fixed and binding on the aforesaid right-of-way North 14° 50' 54" East 58.93 feet to an iron pipe set; thence leaving said right-of-way and running for two (2) new lines of division through the lands of Sydney G. Ashley, South 70° 20' 26" East 819.98 feet to an iron pipe set and South 11° 36' 16" West 585.00 feet to an iron pipe set in the division line between the lands of William Capel and the herein described lands; thence, binding on said division line North 71° 56' 26" West 601.66 feet to an iron pipe set; thence, leaving said division line and running for two (2) new lines of division through other lands of Sydney G. Ashley, North 14° 54' 04" East 413.80 feet to an iron pipe set and North 75° 05' 56" West 250.00 feet to an iron pipe set in the aforementioned easternmost right-of-way line of Ruthsburg-Hope Road; thence, with said right-Of-way North 14° 54' 04" East 146.18 feet to the place of beginning. Containing in all 9.025 acres of land, more or less.

SAVING AND EXCEPTING therefrom so much thereof as was conveyed by John J. Smith and Rose Smith, his wife, to Claude Dwight Boyce and Donna Lee Boyce, his wife by deed dated May 21, 1976 and recorded among the Land Records of Queen Anne's County in Liber CWC 102, Folio 144. Containing 1.004 acres of land, more or less.

PARCEL NO. 2: BEGINNING at a point that lies 350 feet at an angle North 14° 54' 04" East from the locust post found on the Ruthsburg-Hope Road being the division line of the lands of William Capel (WHC 7A/241) and the lands of Claude Dwight Boyce and Donna Lee Boyce, his wife (CWC 102,/715); thence running from the beginning point right-of-way along the Ruthsburg-Hope Road North 14° 54' 04" East 50 feet to an iron pipe; thence running South 75° 05' 56" East 250 feet to an iron pipe set; thence running South 14° 54' 04" West 50 feet to a point; thence running North 75° 05' 56" West 250 feet to the point of beginning. Containing 12,500 square feet, more or less.

(Continued)

which has the address of Rt. #1 Box 15 Ruthsburg-Hope Road [Street], Centreville [City], Maryland [State and Zip Code] (herein "Property Address");

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

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated even date herewith (herein "Note"), in the principal sum of Sixty two thousand four hundred and 00/100 ($62,400.00) Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2008; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

SUBJECT to a ten foot wide strip of land lying along the Ruthsburg-Hope Road which is reserved for possible future widening of said road.

BEING same parcels of land acquired by Grantors from John J. Smith and Rose E. Smith, his wife, by deed of even date herewith and intended to be recorded immediately prior hereto.

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.

APR 13-78 * 23050 ****19 00
APR 13-78 A 23050 ****19 00

RECEIVED
CLERK, CIRCUIT COURT
1978 APR 13 PM 2:37
QUEEN ANNE'S COUNTY

James E. Waller (Seal)
James E. Waller —Borrower

Shirley Waller (Seal)
Shirley Waller —Borrower

STATE OF MARYLAND, ANNE ARUNDEL County ss:

I Hereby Certify, That on this 12th day of April, 1978, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James E. Waller and Shirley Waller, his wife, known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

My Commission expires: 7-1-78

Marian S. Dimmette
Notary Public

MARIAN S. DIMMETTE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

STATE OF MARYLAND, ANNE ARUNDEL County ss:

I Hereby Certify, That on this 12th day of April, 1978, before me, the subscriber, a Notary Public of the State of Maryland and for the County aforesaid, personally appeared Louis M. Strauss, 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: 7-1-78

Marian S. Dimmette
Notary Public

MARIAN S. DIMMETTE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

LOUIS M. STRAUSS
124 South Street
Annapolis, Maryland 21401

(Space Below This Line Reserved For Lender and Recorder)

92,728

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, SCT.
I HEREBY CERTIFY THAT
THIS 12th WAS
RECEIVED FOR RECORD THIS 13th
OF Apr 1978 AT 2:37 P.M.
AND RECORDED IN
LIBER CWC 133 Folio 443 and
RECORD BOOK FOR QUEEN ANNE'S
COUNTY
Charles W Creil CLERK

19.00

18 Page 147

NOW, THEREFORE, in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the said Vermont Federal Savings and Loan Association does hereby appoint William C. Rogers, Jr. and John Paul Rogers as Substitute Trustees in the Deed of Trust aforesaid with identically the same title and estate in and to the land, premises and property conveyed by said Deed of Trust, and with all rights, powers, trusts, and duties of Michael V. McCutchan and Melvin E. Meekins, Jr., predecessors in Trust, with like effect as if originally named as Trustees under said Deed of Trust.

WITNESS the corporate seal of Vermont Federal Savings and Loan Association and the signature of its President.

ATTEST:

VERMONT FEDERAL SAVINGS
AND LOAN ASSOCIATION

Secretary

By: _____ (SEAL)
Thomas E. O'Neill, Jr.

STATE OF MARYLAND
CITY OF BALTIMORE: To Wit:

I HEREBY CERTIFY, That on this 25th day of May, 1984, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared Thomas E. O'Neill, Jr., who acknowledged himself to be the President of Vermont Federal Savings and Loan Association and that he as its President, being authorized to do so, executed the foregoing Deed of Appointment of Substitute Trustees for the purposes herein contained by signing, in my presence, his name as President of Vermont Federal Savings and Loan Association.

My commission expires July 1, 1986.

Notary Public

THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE
Six South Calvert
Baltimore, Md. 21202
Chuck

Liber 214 Folio 371

A 118—1M—8-76.

18 PAGE 148

Vermont Federal Savings and Loan Assoc.
John Paul Rogers
William C. Rogers, Jr.
Plaintiffs
VS.
James E. Waller
Shirley Waller
Hope-Ruthsburg Road
Centerville, Maryland 21617

IN THE
Circuit Court for ~~Baltimore County~~ QUEEN ANNE'S COUNTY
IN EQUITY

DEED OF TRUST

STATEMENT OF ~~MORTGAGE~~ DEBT

Statement of the Mortgage Claim of Vermont Federal Savings and Loan Association, a body corporate, the Plaintiff,

under the mortgage from James E. Waller and Shirley Waller

to Capital City Federal Savings and Loan Association of Annapolis, Maryland
Vermont Federal is successor by merger with Capital City Federal.
dated the 12th day of April, 19 78, and recorded among the Land
Records of ~~Baltimore~~ Queen Anne's County in Liber C.W.C. No. 133 Folio 443

Original Amount of Loan	$62,400.00
Less payments to Principal	2,504.44
Balance due on Loan	59,895.56
Interest (including December 1, 1983 thru July 31, 1984)	3,693.52
Late charges, January, 1984 thru July, 1984	179.69
Escrow Deficit	50.99
Balance due on Mortgage, including interest thru July 31, 1984.	$63,819.76

Per diem interest: $15.39

Vermont Federal Savings and Loan Association

Joseph J. Turek

Joseph J. Turek, Sr. Vice President

STATE OF MARYLAND, COUNTY OF ~~BALTIMORE~~ HARFORD, Sct.

I HEREBY CERTIFY, that on this 25th day of July in the year nineteen hundred and eighty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared Mr. Joseph J. Turek, Sr. Vice President of Vermont Federal Savings and Loan Association

the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Helen M. Keller
Notary Public

(Notary Seal)

My Commission Expires: July 1, 1986.

18 PAGE 149

Vermont Federal Savings and Loan Association
William C. Rogers, Jr.
John Paul Rogers

Plaintiff

VS.

James E. Waller
Shirley Waller,
Hope-Ruthsburg Road
Centerville, Maryland 21617

Defendant

IN THE

CIRCUIT COURT FOR

~~BALTIMORE COUNTY~~
QUEEN ANNE'S COUNTY

Docket No. ____, Folio ____

NON-MILITARY SERVICE AFFIDAVIT

~~BALTIMORE~~ HARFORD
STATE OF MARYLAND, ~~BALTIMORE~~ COUNTY ~~(CITY)~~, To Wit:

I HEREBY CERTIFY, that on the 25th day of July, 19 84, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County ~~(CITY)~~ personally appeared Mr. Joseph J. Turek, Sr. Vice President of Vermont Federal Savings and Loan Association and made oath, in due form of law, that he knows the Defendant (s) herein and that to the best of his information, knowledge and belief:

(1) Said Defendant~~s~~ are not in the Military Service of the United States of America;

(2) Said Defendant~~s~~ are not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendant~~s~~ has not been ordered to report for induction under the Selective Training and Service Act;

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

Notary Public

(Notary Seal)

My Commission Expires: 7/1/86

VERMONT FEDERAL SAVINGS AND LOAN ASSOC.

Joseph J. Turek Affiant
Sr. vice President

18 PAGE 150

NOTE

US $ 62,400.00 ..... Annapolis ....., Maryland
City

April 12 ....., 19 78.

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay CAPITAL CITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND ....., or order, the principal sum of Sixty two thousand four hundred and 00/100 ..... Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of Nine & one quarter (9 1/4%) percent per annum. Principal and interest shall be payable at 26 West Street, Annapolis, Maryland 21404 ....., or such other place as the Note holder may designate, in consecutive monthly installments of Five hundred thirteen and 35/100 ..... Dollars (US $ 513.35 .....), on the first ..... day of each month beginning June 1 ....., 19 78. 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 May 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 5 percent of any monthly installment not received by the Note holder within 15 days after the installment is due.

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

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

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

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

James E. Walter ..... (Seal)
James E. Walter

Route #1, Box 115, Ruthsburg-Hope Road — Shirley Walter ..... (Seal)
Shirley Walter
Centreville, Maryland

..... (Seal)
Property Address

(Execute Original Only)

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

DOCUMENT NO. 107822

LIBER 214 FOLIO 370 18 PAGE 151

NO CONSIDERATION

JUN 13-84 * 25386 ****1750
JUN 13-84 A 25386 ****1750

DEED OF APPOINTMENT OF SUBSTITUTE TRUSTEES

THIS DEED OF APPOINTMENT OF SUBSTITUTE TRUSTEES, made this day of May 25, 1984, by and between Vermont Federal Savings and Loan Association, and William C. Rogers, Jr. and John Paul Rogers, Substituted Trustees.

WHEREAS, a Deed of Trust dated April 12, 1978, from James E. Waller and Shirley Waller to Michael V. McCutchan and Melvin E. Meekins, Jr., Trustees, recorded among the Land Records of Queen Anne's County in Liber G.W.C. No. 133, folio 443, was given to secure a loan evidenced by a "Note" in the amount of Sixty Two Thousand Four Hundred and No Cents ($62,400.00), dated April 12, 1978, payable to Capital City Federal Savings and Loan Association of Annapolis, Maryland, which has, on or prior to the date hereof, endorsed and delivered said Note to Vermont Federal Savings and Loan Association, successor by merger; and

WHEREAS, said Deed of Trust gives the irrevocable power to appoint Substitute Trustees to the holders of said Note which may be exercised at any time after the said Deed of Trust, by filing for record among the Land Records for Queen Anne's County, a Deed of Appointment; and

WHEREAS, Vermont Federal Savings and Loan Association, pursuant to said power, and as holder of the Note aforesaid, desires to appoint William C. Rogers, Jr. and John Paul Rogers as Substitute Trustees in place and stead of Michael V. McCutchan and Melvin E. Meekins, Jr.

18 mb 152

Fidelity and Deposit Company

No. 2

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

Trusteeship Unsecured Deposit and Trust

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, Jr. and John Paul Rogers, Substitute Trustees, of 6 S. Calvert Street, Baltimore, Maryland 21202, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of sixty five thousand ($65,000.00) Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 13th. day of November, in the year of our Lord one thousand nine hundred and eighty-four.

WHEREAS, by Deed of Trust, dated the 12th. day of April 19 78, and left to be recorded among the land records of Queen Anne's County on the 13th. day of April 1984, in liber C.W.C. No. 133, Folio 443 did grant, bargain and sell, assign and transfer unto Michael V. McCutchan and Melvin E. Menkins, Jr.

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

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound William C. Rogers, Jr. and John Paul Rogers, Substitute Trustees

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

WITNESS, the hand and seal of the said William C. Rogers, Jr. and John Paul Rogers, Substitute Trustees, and the signature of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND by its Attorney-in-Fact, and its corporate seal hereunto affixed.

Signed, sealed and delivered in the presence of:

WILLIAM C. ROGERS, JR., Substitute Trustee (SEAL)

JOHN PAUL ROGERS, Substitute Trustee (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

Per Jeanette Rhea Attorney-in-Fact

Attest: Jere A. Ewers

Mary Ann Girard

Brad Girard

May 31, 1984

FIDELITY AND DEPOSIT COMPANY OF MARYLAND—258, 1981 218417

ORIG 3 mm 611

18 PAGE 153

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM No. 3, folio 641 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, 1984.

Marguerite W. Mankin

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

18 MSP 154

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, ET AL., Plaintiffs	*	IN THE CIRCUIT COURT FOR
VS.		QUEEN ANNE'S COUNTY
JAMES E. WALLER SHIRLEY WALLER, Defendants	*	IN EQUITY Case No. 84-00057

* * * * *

AFFIDAVIT UNDER MARYLAND RULE W74 a 2 (c)

STATE OF MARYLAND
:ss
CITY OF BALTIMORE

I HEREBY CERTIFY, that on this 29th day of November, 1984, before me, the subscriber, a Notary Public, personally appeared William C. Rogers, Jr., one of the Substitute Trustees, in the above entitled case who made oath in due form of law that on the 29th day of November, 1984, he caused to be mailed, by certified mail, return receipt requested, to the mortgagors at their last known address, a notice of the time, place and terms of the sale of the mortgaged property by letters dated November 29, 1984; copies of which letters are attached hereto.

FILED
NOV 30 1984
CIRCUIT COURT
QUEEN ANNE'S CO.

WILLIAM C. ROGERS, JR.
Substitute Trustee

NOTARY SEAL

(Notary Seal)

My commission expires: July 1, 1986.

18 155

ROGERS, MOORE and ROGERS
Attorneys at Law

WILLIAM C. ROGERS, (1921 - 1970)
JOHN PAUL ROGERS
WILLIAM C. ROGERS, JR.
ROBERT JAMES PARSONS, II
W CHARLES ROGERS, III

SIX SOUTH CALVERT
BALTIMORE, MD. 21202
(301) 727-4456

November 29, 1984

James E. Waller
Rt. 1, Box 115
Hope-Ruthsburg Road
Centreville, MD 21617

CERTIFIED MAIL NO. P 699 889 481
RETURN RECEIPT REQUESTED

RE: Hope-Ruthsburg Road

Dear Mr. Waller:

Pursuant to the provisions of the Maryland Rules, you are hereby notified that the sale of your property on Hope-Ruthsburg Road will take place at 10:00 a.m., Saturday, December 8, 1984 at the Court House, Centreville, Maryland. The advertisements are currently running in the Record Observer on November 21, 28 and December 5, 1984.

The terms of the sale are that the property will be sold to the highest bidder and a deposit of $5,000.00 is required. Taxes, etc. will be adjusted to date of sale and the property will be sold subject to such conditions and restrictions, etc. as are of record. Enclosed is a copy of the advertisement concerning the sale. The terms of the sale are more fully set out in the advertisement.

Should you desire any further information, please contact me.

Very truly yours,

William C. Rogers, Jr.
Substitute Trustee

WCR,III:mmb
Enclosure

18 AGE 156

W. Charles Rogers, III
Rogers, Moore & Rogers
Six South Calvert Street
Baltimore, Maryland 21202
1-800-492-5717

Patrick E. Thompson
Turner & Thompson
109 Lawyers Row
Centreville, MD 21617
Solicitors

SUBSTITUTED
TRUSTEE'S SALE

OF
FEE SIMPLE
REAL PROPERTY
known as
Rt. 1, Box 115 Ruthsburg-Hope Road
Centreville, Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain deed of trust from James E. Waller and Shirley Waller, his wife, to Michael V. McCutchan and Melvin E. Meekins, Jr., Trustees and the beneficiary, Capital City Savings and Loan Association, dated the 12th day of April, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 133, folio 443, the holder of the indebtedness as secured by the deed of trust, Vermont Federal Savings and Loan Association, having appointed William C. Rogers, Jr. and John Paul Rogers, Substituted Trustees, by instrument, dated May 25, 1984, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 214, folio 371, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substituted Trustees will sell at public auction, at the Court House, Centreville, Queen Anne's County on:

Saturday
December 8, 1984
at 10:00 a.m.

All Those Lots of Ground and The Improvements Thereon, situate in Queen Anne's County, State of Maryland, and described as follows:

BEGINNING for the same at a concrete monument found in the easternmost right-of-way of the Ruthsburg-Hope County Road, said beginning point further being the terminus of the nine or North 14 degrees 54 feet 04 inches East 546.18 foot line of that conveyance from Frank L. Beaver and Catherine S. Beaver, his wife, to Sydney G. Ashley, by deed dated May 20, 1974 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 84, folio 136; thence, leaving the beginning point so fixed and binding on the aforesaid right-of-way North 14 degrees 50 feet 54 inches East 58.93 feet to an iron pipe set; thence leaving said right-of-way and running for two (2) new lines of division through the lands of Sydney G. Ashley, south 70 degrees 20 feet 26 inches East 819.98 feet to an iron pipe set and South 11 degrees 36 feet 16 inches West 585.00 feet to an iron pipe set in the division line between the lands of William Capel and the herein described lands; thence, binding on said division line North 71 degrees 56 feet 26 inches West 601.66 feet to an iron pipe set; thence leaving said division line and running for two (2) new lines of division through other lands of Sydney G. Ashley, North 14 degrees 54 feet 04 inches East 413.80 feet to an iron pipe set and North 75 degrees 05 feet 56 inches West 250.00 feet to an iron pipe set in the aforementioned easternmost right-of-way line of Ruthsburg-Hope Road; thence with said right-of-way North 14 degrees 54 feet 04 inches East 146.18 feet to the place of beginning. Containing in all 9.025 acres of land, more or less.

SAVING AND EXCEPTING THEREFROM SO MUCH THEREOF as was conveyed by John J. Smith and Rose Smith, his wife, to Claude Dwight Boyce and Donna Lee Boyce, his wife, by deed dated May 21, 1976 and recorded among the Land Records of Queen Anne's County, in Liber C.W.C. No. 105, folio 144. Containing 1.004 acres of land, more or less.

ALL that lot of ground being in the Sixth Election District of Queen Anne's County on the east side of the Ruthsburg-Hope Road and lying on the right-of-way of the Ruthsburg-Hope Road, being more particularly described as follows:

BEGINNING at a point that lies 350 feet at an angle North 14 degrees 54 feet 04 inches East from the locust post found on the Rughsburg-Hope Road being the division line of the lands of William Capel (WHC 7A/241) and the lands of Claude Dwight Boyce and Donna Lee Boyce, his wife, (CWC 102/715); thence running from the beginning point right-of-way along the Ruthsburg-Hope Road North 14 degrees 54 feet 04 inches East 50 feet to an iron pipe; thence running South 75 degrees 05 feet 56 inches East 250 feet to an iron pipe set; thence running South 14 degrees 54 feet 04 inches West 50 feet to a point; thence running North 75 degrees 05 feet 56 inches West 250 feet to the point of beginning. Containing 12,500 square feet, more or less.

SUBJECT to a ten (10) foot wide strip of land lying along the Ruthsburg-Hope Road which is reserved for possible future widening of said road.

The improvements thereon consist of a two story detached dwelling.

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

The terms of sale are that a cash deposit or certified check of $5,000.00 shall be paid at the time and place of sale, balance in cash at settlement which shall be twenty days after the final ratification of sale by the Circuit Court for Queen Anne's County, unless said period is extended by the Substitute Trustees, their successors or assigns, for good cause shown, time being of the essence; interest at the rate of 9 1/4 percent per annum shall be paid on the unpaid purchase money from the date of sale to the 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 Metropolitian District charges shall be adjusted to the date of sale and assumed thereafter by the purchaser(s). Cost of all documentary stamps, transfer taxes, document preparation and title insurance shall be borne by the purchaser(s). The improvements thereon are being sold in an "As Is Condition".

William C. Rogers, Jr.
John Paul Rogers
Substitute Trustees

18 160

ROGERS, MOORE and ROGERS
Attorneys at Law

WILLIAM C. ROGERS, (1921 - 1970)
JOHN PAUL ROGERS
WILLIAM C. ROGERS, JR.
ROBERT JAMES PARSONS, II
W. CHARLES ROGERS, III

SIX SOUTH CALVERT
BALTIMORE, MD. 21202
(301) 727-4456

November 29, 1984

Shirley Waller
Rt. 1, Box 115
Hope-Ruthsburg Road
Centreville, MD 21617

CERTIFIED MAIL NO. P 699 889 480
RETURN RECEIPT REQUESTED

RE: Hope-Ruthsburg Road

Dear Mrs. Waller:

Pursuant to the provisions of the Maryland Rules, you are hereby notified that the sale of your property on Hope-Ruthsburg Road will take place at 10:00 a.m., Saturday, December 8, 1984 at the Court House, Centreville, Maryland. The advertisements are currently running in the Record Observer on November 21, 28 and December 5, 1984.

The terms of the sale are that the property will be sold to the highest bidder and a deposit of $5,000.00 is required. Taxes, etc. will be adjusted to date of sale and the property will be sold subject to such conditions and restrictions, etc. as are of record. Enclosed is a copy of the advertisement concerning the sale. The terms of the sale are more fully set out in the advertisement.

Should you desire any further information, please contact me.

Very truly yours,

William C. Rogers, Jr.
Substitute Trustee

WCR,III:mmb
Enclosure

18 AG 161

W. Charles Rogers, III
Rogers, Moore & Rogers
Six South Calvert Street
Baltimore, Maryland 21202
1-800-492-5717

Patrick E. Thompson
Turner & Thompson
109 Lawyers Row
Centreville, MD 21617
Solicitors

SUBSTITUTED
TRUSTEE'S SALE

OF
FEE SIMPLE
REAL PROPERTY
known as
Rt. 1, Box 115 Ruthsburg-Hope Road
Centreville, Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain deed of trust from James E. Waller and Shirley Waller, his wife, to Michael V. McCutchan and Melvin E. Meekins, Jr., Trustees and the beneficiary, Capital City Savings and Loan Association, dated the 12th day of April, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 133, folio 443, the holder of the indebtedness as secured by the deed of trust, Vermont Federal Savings and Loan Association, having appointed William C. Rogers, Jr. and John Paul Rogers, Substituted Trustees, by instrument, dated May 25, 1984, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 214, folio 371, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substituted Trustees will sell at public auction, at the Court House, Centreville, Queen Anne's County on:

Saturday
December 8, 1984
at 10:00 a.m.

All Those Lots of Ground and The Improvements Thereon, situate in Queen Anne's County, State of Maryland, and described as follows:

BEGINNING for the same at a concrete monument found in the easternmost right-of-way of the Ruthsburg-Hope County Road, said beginning point further being the terminus of the nine or North 14 degrees 54 feet 04 inches East 546.18 foot line of that conveyance from Frank L. Beaver and Catherine S. Beaver, his wife, to Sydney G. Ashley, by deed dated May 20, 1974 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 84, folio 136; thence, leaving the beginning point so fixed and binding on the aforesaid right-of-way North 14 degrees 50 feet 54 inches East 58.93 feet to an iron pipe set; thence leaving said right-of-way and running for two (2) new lines of division through the lands of Sydney G. Ashley, south 70 degrees 20 feet 26 inches East 819.98 feet to an iron pipe set and South 11 degrees 36 feet 16 inches West 585.00 feet to an iron pipe set in the division line between the lands of William Capel and the herein described lands; thence, binding on said division line North 71 degrees 56 feet 26 inches West 601.66 feet to an iron pipe set; thence leaving said division line and running for two (2) new lines of division through other lands of Sydney G. Ashley, North 14 degrees 54 feet 04 inches East 413.80 feet to an iron pipe set and North 75 degrees 05 feet 56 inches West 250.00 feet to an iron pipe set in the aforementioned easternmost right-of-way line of Ruthsburg-Hope Road; thence with said right-of-way North 14 degrees 54 feet 04 inches East 146.18 feet to the place of beginning. Containing in all 9.025 acres of land, more or less.

SAVING AND EXCEPTING THEREFROM SO MUCH THEREOF as was conveyed by John J. Smith and Rose Smith, his wife, to Claude Dwight Boyce and Donna Lee Boyce, his wife, by deed dated May 21, 1976 and recorded among the Land Records of Queen Anne's County, in Liber C.W.C. No. 105, folio 144. Containing 1.004 acres of land, more or less.

ALL that lot of ground being in the Sixth Election District of Queen Anne's County on the east side of the Ruthsburg-Hope Road and lying on the right-of-way of the Ruthsburg-Hope Road, being more particularly described as follows:

BEGINNING at a point that lies 350 feet at an angle North 14 degrees 54 feet 04 inches East from the locust post found on the Rughsburg-Hope Road being the division line of the lands of William Capel (WHC 7A/241) and the lands of Claude Dwight Boyce and Donna Lee Boyce, his wife, (CWC 102/715); thence running from the beginning point right-of-way along the Ruthsburg-Hope Road North 14 degrees 54 feet 04 inches East 50 feet to an iron pipe; thence running South 75 degrees 05 feet 56 inches East 250 feet to an iron pipe set; thence running South 14 degrees 54 feet 04 inches West 50 feet to a point; thence running North 75 degrees 05 feet 56 inches West 250 feet to the point of beginning. Containing 12,500 square feet, more or less.

SUBJECT to a ten (10) foot wide strip of land lying along the Ruthsburg-Hope Road which is reserved for possible future widening of said road.

The improvements thereon consist of a two story detached dwelling.

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

The terms of sale are that a cash deposit or certified check of $5,000.00 shall be paid at the time and place of sale, balance in cash at settlement which shall be twenty days after the final ratification of sale by the Circuit Court for Queen Anne's County, unless said period is extended by the Substitute Trustees, their successors or assigns, for good cause shown, time being of the essence; interest at the rate of 9 1/4 percent per annum shall be paid on the unpaid purchase money from the date of sale to the 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 Metropolitian District charges shall be adjusted to the date of sale and assumed thereafter by the purchaser(s). Cost of all documentary stamps, transfer taxes, document preparation and title insurance shall be borne by the purchaser(s). The improvements thereon are being sold in an "As Is Condition".

William C. Rogers, Jr.
John Paul Rogers
Substitute Trustees

18 mo 165

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND

* * * * *

IN RE:
JAMES E. WALLER
SHIRLEY WALLER,

Debtors

Case No. 84-BX-1793
Chapter 13

* * * * *

VERMONT FEDERAL SAVINGS
AND LOAN ASSOCIATION,

Movant

vs.

Motion No. M85-00608

JAMES E. WALLER
SHIRLEY WALLER,

Respondents

* * * * *

1985 MAR 29 PM 9 13
QUEEN ANNE'S COUNTY
CLERK'S OFFICE

ORDER TERMINATING THE AUTOMATIC STAY

Upon review of the aforegoing Application for Order Lifting the Automatic Stay of 11 U.S.C. Section 362(a), filed by Movant, Vermont Federal Savings & Loan Association, and any Response thereto filed by the Respondents, James E. Waller, et ux., it is this 18th day of March, 1985, ORDERED and DECREED that:

The Automatic Stay of 11 U.S.C. Section 362(a) is hereby lifted and terminated to enable Vermont Federal Savings & Loan Association, Movant and Mortgagee, to proceed with a foreclosure sale of the real property known as Box 115, Hope-Ruthsburg Road, Queen Anne's County, Maryland 21617, in the Circuit Court for Queen Anne's County, provided a copy of the Auditor's Report and a Report of Sale be filed in this Court within ten (10) days of the final ratification of the Auditor's Account.

cc: W. Charles Rogers, III, Esq.
Samuel Paavola, Esq.

James F. Schneider
United States Bankruptcy Judge

18 mo 166

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, ET AL., Plaintiffs	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
VS.	*	
JAMES E. WALLER, SHIRLEY WALLER, Defendants	*	IN EQUITY Case No. 84-00057

AFFIDAVIT UNDER MARYLAND RULE W74 a 2 (c)

STATE OF MARYLAND
:ss
CITY OF BALTIMORE

I HEREBY CERTIFY, that on this 29th. day of March, 1985, before me, the subscriber, a Notary Public, personally appeared William C. Rogers, Jr., one of the Substitute Trustees in the above entitled case, who made oath in due form of law that on the 28th. day of March, 1985, he caused to be mailed, by certified mail, return receipt requested, to the mortgagors at their last known address, a notice of the time, place, and terms of the sale of the mortgaged property by letters dated March 28, 1985; copies of which letters are attached hereto.

WILLIAM C. ROGERS, JR.,
Substitute Trustee

NOTARY PUBLIC

(Notary Seal)

My commission expires July 1, 1986.

RECEIVED
CLERK, CIRCUIT COURT
1985 APR -1 AM 10:46
QUEEN ANNE'S COUNTY

18 AG 167

ROGERS, MOORE and ROGERS

Attorneys at Law

WILLIAM C. ROGERS, (1921 - 1970)
JOHN PAUL ROGERS
WILLIAM C. ROGERS, JR.
ROBERT JAMES PARSONS, II
W. CHARLES ROGERS, III

SIX SOUTH CALVERT
BALTIMORE, MD. 21202
(301) 727-4456

March 28, 1985

Shirley Waller
Rt. 1, Box 115
Hope-Ruthsburg Road
Centreville, MD 21617

CERTIFIED MAIL NO. P 699 889 453
RETURN RECEIPT REQUESTED

RE: Hope-Ruthsburg Road

Dear Mrs. Waller:

Pursuant to the provisions of the Maryland Rules, you are hereby notified that the sale of your property on Hope-Ruthsburg Road will take place at 9:30 a.m., Saturday, April 13, 1985, at the Court House, Centreville, Maryland. The advertisements are currently running in the Record Observer on March 27, April 3, and April 10, 1985.

The terms of the sale are that the property will be sold to the highest bidder and a deposit of $5,000.00 is required. Taxes, etc. will be adjusted to date of sale and the property will be sold subject to such conditions and restrictions, etc. as are of record. Enclosed is a copy of the advertisement concerning the sale. The terms of the sale are more fully set out in the advertisement.

Should you desire any further information, please contact me.

Very truly yours,

William C. Rogers, Jr.
Substitute Trustee

WCR,III:mmb
Enclosure

18 AG 168

W. Charles Rogers, III
Rogers, Moore & Rogers
Six South Calvert Street
Baltimore, Maryland 21202
1-800-492-5717
Patrick E. Thompson
Turner & Thompson
109 Lawyers Row
Centreville, MD 21617
1-301-758-1795
Solicitors

SUBSTITUTED
TRUSTEE'S SALE

OF
FEE SIMPLE
REAL PROPERTY
known as
Rt. 1, Box 115 Ruthsburg-Hope Road
Centreville, Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain deed of trust from James E. Waller and Shirley Waller, his wife, to Michael V. McCutchan and Melvin E. Meekins, Jr., Trustees and the beneficiary, Capital City Savings and Loan Association, dated the 12th day of April, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 133, folio 443, the holder of the indebtedness as secured by the deed of trust, Vermont Federal Savings and Loan Association, having appointed William C. Rogers, Jr. and John Paul Rogers, Substituted Trustees, by instrument, dated May 25, 1984, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 214, folio 371, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substituted Trustees will sell at public auction, at the Court House, Centreville, Queen Anne's County on:

Saturday
April 13, 1985
at 9:30 a.m.

All Those Lots of Ground and The Improvements Thereon, situate in Queen Anne's County, State of Maryland, and described as follows:

BEGINNING for the same at a concrete monument found in the easternmost right-of-way of the Ruthsburg-Hope County Road, said beginning point further being the terminus of the nine or North 14 degrees 54 feet 04 inches East 546.18 foot line of that conveyance from Frank L. Beaver and Catherine S. Beaver, his wife, to Sydney G. Ashley, by deed dated May 20, 1974 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 84, folio 136; thence, leaving the beginning point so fixed and binding on the aforesaid right-of-way North 14 degrees 50 feet 54 inches East 58.93 feet to an iron pipe set; thence leaving said right-of-way and running for two (2) new lines of division through the lands of Sydney G. Ashley, south 70 degrees 20 feet 26 inches East 819.98 feet to an iron pipe set and South 11 degrees 36 feet 16 inches West 585.00 feet to an iron pipe set in the division line between the lands of William Capel and the herein described lands; thence, binding on said division line North 71 degrees 56 feet 26 inches West 601.66 feet to an iron pipe set; thence leaving said division line and running for two (2) new lines of division through other lands of Sydney G. Ashley, North 14 degrees 54 feet 04 inches East 413.80 feet to an iron pipe set and North 75 degrees 05 feet 56 inches West 250.00 feet to an iron pipe set in the aforementioned easternmost right-of-way line of Ruthsburg-Hope Road; thence with said right-of-way North 14 degrees 54 feet 04 inches East 146.18 feet to the place of beginning. Containing in all 9.025 acres of land, more or less.

SAVING AND EXCEPTING THEREFROM SO MUCH THEREOF as was conveyed by John J. Smith and Rose Smith, his wife, to Claude Dwight Boyce and Donna Lee Boyce, his wife, by deed dated May 21, 1976 and recorded among the Land Records of Queen Anne's County, in Liber C.W.C. No. 105, folio 144. Containing 1.004 acres of land, more or less.

ALL that lot of ground being in the Sixth Election District of Queen Anne's County on the east side of the Ruthsburg-Hope Road and lying on the right-of-way of the Ruthsburg-Hope Road, being more particularly described as follows:

BEGINNING at a point that lies 350 feet at an angle North 14 degrees 54 feet 04 inches East from the locust post found on the Rughsburg-Hope Road being the division line of the lands of William Capel (WHC 7A/241) and the lands of Claude Dwight Boyce and Donna Lee Boyce, his wife, (CWC 102/715); thence running from the beginning point right-of-way along the Ruthsburg-Hope Road North 14 degrees 54 feet 04 inches East 50 feet to an iron pipe; thence running South 75 degrees 05 feet 56 inches East 250 feet to an iron pipe set; thence running South 14 degrees 54 feet 04 inches West 50 feet to a point; thence running North 75 degrees 05 feet 56 inches West 250 feet to the point of beginning. Containing 12,500 square feet, more or less.

SUBJECT to a ten (10) foot wide strip of land lying along the Ruthsburg-Hope Road which is reserved for possible future widening of said road.

The improvements thereon consist of a two story detached dwelling.

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

The terms of sale are that a cash deposit or certified check of $5,000.00 shall be paid at the time and place of sale, balance in cash at settlement which shall be twenty days after the final ratification of sale by the Circuit Court for Queen Anne's County, unless said period is extended by the Substitute Trustees, their successors or assigns, for good cause shown, time being of the essence; interest at the rate of 9 1/4 percent per annum shall be paid on the unpaid purchase money from the date of sale to the 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 Metropolitian District charges shall be adjusted to the date of sale and assumed thereafter by the purchaser(s). Cost of all documentary stamps, transfer taxes, document preparation and title insurance shall be borne by the purchaser(s). The improvements thereon are being sold in an "As Is Condition".

William C. Rogers, Jr.
John Paul Rogers
Substitute Trustees

18 PAGE 172

ROGERS, MOORE and ROGERS
Attorneys at Law

WILLIAM C. ROGERS, (1921 - 1970)
JOHN PAUL ROGERS
WILLIAM C. ROGERS, JR.
ROBERT JAMES PARSONS, II
W. CHARLES ROGERS, III

SIX SOUTH CALVERT
BALTIMORE, MD. 21202
(301) 727-4456

March 28, 1985

James E. Waller
Rt. 1, Box 115
Hope-Ruthsburg Road
Centreville, MD 21617

CERTIFIED MAIL NO. P 699 889 454
RETURN RECEIPT REQUESTED

RE: Hope-Ruthsburg Road

Dear Mr. Waller:

Pursuant to the provisions of the Maryland Rules, you are hereby notified that the sale of your property on Hope-Ruthsburg Road will take place at 9:30 a.m., Saturday, April 13, 1985, at the Court House, Centreville, Maryland. The advertisements are currently running in the Record Observer on March 27, April 3, and April 10, 1985.

The terms of the sale are that the property will be sold to the highest bidder and a deposit of $5,000.00 is required. Taxes, etc. will be adjusted to date of sale and the property will be sold subject to such conditions and restrictions, etc. as are of record. Enclosed is a copy of the advertisement concerning the sale. The terms of the sale are more fully set out in the advertisement.

Should you desire any further information, please contact me.

Very truly yours,

William C. Rogers, Jr.
Substitute Trustee

WCR,III:mmb
Enclosure

18 ag 173

W. Charles Rogers, III
Rogers, Moore & Rogers
Six South Calvert Street
Baltimore, Maryland 21202
1-800-492-5717
Patrick E. Thompson
Turner & Thompson
109 Lawyers Row
Centreville, MD 21617
1-301-758-1795
Solicitors

SUBSTITUTED
TRUSTEE'S SALE

OF
FEE SIMPLE
REAL PROPERTY
known as
Rt. 1, Box 115 Ruthsburg-Hope Road
Centreville, Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain deed of trust from James E. Waller and Shirley Waller, his wife, to Michael V. McCutchan and Melvin E. Meekins, Jr., Trustees and the beneficiary, Capital City Savings and Loan Association, dated the 12th day of April, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 133, folio 443, the holder of the indebtedness as secured by the deed of trust, Vermont Federal Savings and Loan Association, having appointed William C. Rogers, Jr. and John Paul Rogers, Substituted Trustees, by instrument, dated May 25, 1984, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 214, folio 371, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substituted Trustees will sell at public auction, at the Court House, Centreville, Queen Anne's County on:

Saturday
April 13, 1985
at 9:30 a.m.

All Those Lots of Ground and The Improvements Thereon, situate in Queen Anne's County, State of Maryland, and described as follows:

BEGINNING for the same at a concrete monument found in the easternmost right-of-way of the Ruthsburg-Hope County Road, said beginning point further being the terminus of the nine or North 14 degrees 54 feet 04 inches East 546.18 foot line of that conveyance from Frank L. Beaver and Catherine S. Beaver, his wife, to Sydney G. Ashley, by deed dated May 20, 1974 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 84, folio 136; thence, leaving the beginning point so fixed and binding on the aforesaid right-of-way North 14 degrees 50 feet 54 inches East 58.93 feet to an iron pipe set; thence leaving said right-of-way and running for two (2) new lines of division through the lands of Sydney G. Ashley, south 70 degrees 20 feet 26 inches East 819.98 feet to an iron pipe set and South 11 degrees 36 feet 16 inches West 585.00 feet to an iron pipe set in the division line between the lands of William Capel and the herein described lands; thence, binding on said division line North 71 degrees 56 feet 26 inches West 601.66 feet to an iron pipe set; thence leaving said division line and running for two (2) new lines of division through other lands of Sydney G. Ashley, North 14 degrees 54 feet 04 inches East 413.80 feet to an iron pipe set and North 75 degrees 05 feet 56 inches West 250.00 feet to an iron pipe set in the aforementioned easternmost right-of-way line of Ruthsburg-Hope Road; thence with said right-of-way North 14 degrees 54 feet 04 inches East 146.18 feet to the place of beginning. Containing in all 9.025 acres of land, more or less.

SAVING AND EXCEPTING THEREFROM SO MUCH THEREOF as was conveyed by John J. Smith and Rose Smith, his wife, to Claude Dwight Boyce and Donna Lee Boyce, his wife, by deed dated May 21, 1976 and recorded among the Land Records of Queen Anne's County, in Liber C.W.C. No. 105, folio 144. Containing 1.004 acres of land, more or less.

ALL that lot of ground being in the Sixth Election District of Queen Anne's County on the east side of the Ruthsburg-Hope Road and lying on the right-of-way of the Ruthsburg-Hope Road, being more particularly described as follows:

BEGINNING at a point that lies 350 feet at an angle North 14 degrees 54 feet 04 inches East from the locust post found on the Rughsburg-Hope Road being the division line of the lands of William Capel (WHC 7A/241) and the lands of Claude Dwight Boyce and Donna Lee Boyce, his wife, (CWC 102/715); thence running from the beginning point right-of-way along the Ruthsburg-Hope Road North 14 degrees 54 feet 04 inches East 50 feet to an iron pipe; thence running South 75 degrees 05 feet 56 inches East 250 feet to an iron pipe set; thence running South 14 degrees 54 feet 04 inches West 50 feet to a point; thence running North 75 degrees 05 feet 56 inches West 250 feet to the point of beginning. Containing 12,500 square feet, more or less.

SUBJECT to a ten (10) foot wide strip of land lying along the Ruthsburg-Hope Road which is reserved for possible future widening of said road.

The improvements thereon consist of a two story detached dwelling.

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

The terms of sale are that a cash deposit or certified check of $5,000.00 shall be paid at the time and place of sale, balance in cash at settlement which shall be twenty days after the final ratification of sale by the Circuit Court for Queen Anne's County, unless said period is extended by the Substitute Trustees, their successors or assigns, for good cause shown, time being of the essence; interest at the rate of 9 1/4 percent per annum shall be paid on the unpaid purchase money from the date of sale to the 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 Metropolitian District charges shall be adjusted to the date of sale and assumed thereafter by the purchaser(s). Cost of all documentary stamps, transfer taxes, document preparation and title insurance shall be borne by the purchaser(s). The improvements thereon are being sold in an "As Is Condition".

William C. Rogers, Jr.
John Paul Rogers
Substitute Trustees

18 Apr 177

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, ET AL., Plaintiffs	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY IN EQUITY Case No. 84-00057
VS.	*	
JAMES E. WALLER, SHIRLEY WALLER, Defendants	*	

AFFIDAVIT UNDER MARYLAND RULE W74 a 2 (c)

STATE OF MARYLAND
City
~~COUNTY~~ OF BALTIMORE :ss

I HEREBY CERTIFY, that on this 26th day of April, 1985, before me, the subscriber, a Notary Public, personally appeared William C. Rogers, Jr., one of the Substitute Trustees in the above entitled case, who made oath in due form of law that on the 26th day of April, 1985, he caused to be mailed, by certified mail, return receipt requested, to the mortgagors at their last known address, a notice of the time, place, and terms of the sale of the mortgaged property by letters dated April 26, 1985; copies of which letters are attached hereto.

DEBORAH L SIEMAN NOTARY PUBLIC BALTIMORE CITY MD.

(Notary Seal)

WILLIAM C. ROGERS, JR.,
Substitute Trustee

NOTARY PUBLIC

My commission expires July 1, 1986.

1985 APR 29 AM 10:45
QUEEN ANNE'S COUNTY

18 PAGE 178

ROGERS, MOORE and ROGERS
Attorneys at Law

WILLIAM C. ROGERS (1921 - 1970)
JOHN PAUL ROGERS
WILLIAM C. ROGERS, JR.
ROBERT JAMES PARSONS, II
W. CHARLES ROGERS, III

SIX SOUTH CALVERT
BALTIMORE, MD. 21202
(301) 727-4458

April 26, 1985

Mrs. Shirley Waller
Rt. 1, Box 115
Hope-Ruthsburg Road
Centreville, MD 21617

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: Hope-Ruthsburg Road

Dear Mrs. Waller:

Pursuant to the provisions of the Maryland Rules, you are hereby notified that the sale of your property on Hope-Ruthsburg Road will take place at 9:00 a.m., Saturday, May 11, 1985 at the Court House, Centreville, Maryland. The advertisements are currently running in The Record Observer on April 24, May 1, and May 8, 1985.

The terms of the sale are that the property will be sold to the highest bidder and a deposit of $5,000.00 is required. Taxes, etc. will be adjusted to date of sale and the property will be sold subject to such conditions and restrictions, etc. as are of record. Enclosed is a copy of the advertisement concerning the sale. The terms of the sale are more fully set out in the advertisement.

Should you desire any further information, please contact me.

Very truly yours,

William C. Rogers, Jr.
Substitute Trustee

WCR,III:mmb
Enclosure

18 PAGE 179

W. CHARLES ROGERS, III
Rogers, Moore & Rogers
Six South Calvert Street
Baltimore, Maryland 21202
1-800-492-5717

PATRICK E. THOMPSON
Turner & Thompson
109 Lawyers Row
Centreville, MD 21617
1-301-758-1795
Solicitors

SUBSTITUTE
TRUSTEE'S SALE
OF
TWO VALUABLE PARCELS OF
FEE SIMPLE
REAL PROPERTY
KNOWN AS
Rt. #1, Box 115, Ruthsburg-Hope Road
Centreville, Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain deed of trust from James E. Waller and Shirley Waller, his wife, to Michael V. McCutchan and Melvin E. Meekins, Jr., Trustees, and the beneficiary, Capital City Savings & Loan Association, dated the 12th day of April, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 133, folio 443, the holder of the indebtedness as secured by the deed of trust, Vermont Federal Savings & Loan Association, having appointed William C. Rogers, Jr. and John Paul Rogers, Substitute Trustees, by instrument, dated May 25, 1984, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 214, folio 370, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substitute Trustees will sell at public auction, at the Court House, Centreville, Queen Anne's County on:

Saturday, May 11, 1985
at 9:30 a.m.

All Those Two Lots and Parcels of Ground and The Improvements Thereon, situate in Queen Anne's County, State of Maryland, and described as follows:

PARCEL NO. 1: BEGINNING for the same at a concrete monument found in the easternmost right-of-way of the Ruthsburg-Hope County Road, said beginning point further being the terminus of the nine or North 14° 54' 04" East 546.18 footline of that conveyance from Frank L. Beaver and Catherine S. Beaver, his wife, to Sydney G. Ashley, by deed dated May 20, 1974, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 84, folio 136; thence, leaving the beginning point so fixed and binding on the aforesaid right-of-way North 14° 50' 54" East 58.93 feet to an iron pipe set; thence leaving said right-of-way and running for two (2) new lines of division through the lands now or formerly of Sydney G. Ashley, South 70° 20' 26" East 819.98 feet to an iron pipe set and South 11° 36' 16" West 595.00 feet to an iron pipe set in the division line between the lands now or formerly of William Capel and the herein described lands; thence, binding on said division line North 71° 56' 26" West 601.66 feet to an iron pipe set; thence, leaving said division line and running for two (2) new lines of division through other lands now or formerly of Sydney G. Ashley, North 14° 54' 04" East 413.80 feet to an iron pipe set and North 75° 05' 56" West 250.00 feet to an iron pipe set in the aforementioned easternmost right-of-way line of Ruthsburg-Hope Road; thence, with said right-of-Way North 14° 54' 04" East 146.18 feet to the place of beginning. Containing in all 9.025 acres of land, more or less.

SAVING AND EXCEPTING therefrom so much thereof as was conveyed by John J. Smith and Rose Smith, his wife, the Claude Dwight Boyce and Donna Lee Boyce, his wife, by deed dated May 21, 1976 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. 102, (should be 105), folio 144. Containing 1.004 acres of land, more or less.

PARCEL NO. 2: BEGINNING at a point that lies 350 feet at an angle North 14° 54' 04" East from the locust post found on the Ruthsburg-Hope Road being the division line of the lands now or

formerly of William Capel (WHC 7A/241) and the lands now or formerly of Claude Dwight Boyce and Donna Lee Boyce, his wife, (CWC 102/715); thence running from the beginning point right-of-way along the Ruthsburg-Hope Road North 14° 54' 04" East 50 feet to an iron pipe; thence running South 75° 05' 56" East 250 feet to an iron pipe set; thence running South 14° 54' 04" West 50 feet to a point; thence running North 75° 05' 56" West 250 feet to the point of beginning. Containing 12,500 square feet, more or less.

SUBJECT to a ten foot wide strip of land lying along the Ruthsburg-Hope Road which is reserved for possible future widening of said road.

The property is in fee simple and has an address of Rt. #1, Box 115, Ruthsburg-Hope Road, Centreville, Maryland.

The two parcels will be sold as one entity only.

The improvements thereon consist of a two story detached dwelling.

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

The terms of sale are that a cash deposit or certified check of $5,000.00 shall be paid at the time and place of sale, balance in cash at settlement which shall be within twenty days after the final ratification of sale by the Circuit Court for Queen Anne's County, unless said period is exteded by the Substitute Trustees, their successors, orassigns, for good case shown, time being of the essence; interest at the rate of nine and one quarter percent (9 1/4%) per annum shall be paid on the unpaid purchase money from the date of sale to the date of setttlement. 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 Metropolitian District charges shall be adjusted to the date of sale and assumed thereafter by the purchaser(s). Cost of all documentary stamps, transfer taxes, document preparation, and title insurance shall be borne by the

purchaser(s). The improvements thereon are being sold in an "As Is Condition".

WILLIAM C. ROGERS, JR.,
JOHN PAUL ROGERS
Substitute Trustees

18 MCR 183

ROGERS, MOORE and ROGERS

Attorneys at Law

WILLIAM C. ROGERS, (1921 - 1970)
JOHN PAUL ROGERS
WILLIAM C. ROGERS, JR.
ROBERT JAMES PARSONS, II
W. CHARLES ROGERS, III

SIX SOUTH CALVERT
BALTIMORE, MD. 21202
(301) 727-4456

April 26, 1985

Mr. James E. Waller
Rt. 1, Box 115
Hope-Ruthsburg Road
Centreville, MD 21617

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: Hope-Ruthsburg Road

Dear Mr. Waller:

Pursuant to the provisions of the Maryland Rules, you are hereby notified that the sale of your property on Hope-Ruthsburg Road will take place at 9:00 a.m., Saturday, May 11, 1985 at the Court House, Centreville, Maryland. The advertisements are currently running in The Record Observer on April 24, May 1, and May 8, 1985.

The terms of the sale are that the property will be sold to the highest bidder and a deposit of $5,000.00 is required. Taxes, etc. will be adjusted to date of sale and the property will be sold subject to such conditions and restrictions, etc. as are of record. Enclosed is a copy of the advertisement concerning the sale. The terms of the sale are more fully set out in the advertisement.

Should you desire any further information, please contact me.

Very truly yours,

William C. Rogers, Jr.
Substitute Trustee

WCR,III:mmb
Enclosure

18 MD 184

W. CHARLES ROGERS, III
Rogers, Moore & Rogers
Six South Calvert Street
Baltimore, Maryland 21202
1-800-492-5717

PATRICK E. THOMPSON
Turner & Thompson
109 Lawyers Row
Centreville, MD 21617
1-301-758-1795
Solicitors

SUBSTITUTE
TRUSTEE'S SALE
OF
TWO VALUABLE PARCELS OF
FEE SIMPLE
REAL PROPERTY
KNOWN AS
Rt. #1, Box 115, Ruthsburg-Hope Road
Centreville, Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain deed of trust from James E. Waller and Shirley Waller, his wife, to Michael V. McCutchan and Melvin E. Meekins, Jr., Trustees, and the beneficiary, Capital City Savings & Loan Association, dated the 12th day of April, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 133, folio 443, the holder of the indebtedness as secured by the deed of trust, Vermont Federal Savings & Loan Association, having appointed William C. Rogers, Jr. and John Paul Rogers, Substitute Trustees, by instrument, dated May 25, 1984, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 214, folio 370, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substitute Trustees will sell at public auction, at the Court House, Centreville, Queen Anne's County on:

Saturday, May 11, 1985
at 9:30 a.m.

All Those Two Lots and Parcels of Ground and The Improvements Thereon, situate in Queen Anne's County, State of Maryland, and described as follows:

PARCEL NO. 1: BEGINNING for the same at a concrete monument found in the easternmost right-of-way of the Ruthsburg-Hope County Road, said beginning point further being the terminus of the nine or North 14° 54' 04" East 546.18 footline of that conveyance from Frank L. Beaver and Catherine S. Beaver, his wife, to Sydney G. Ashley, by deed dated May 20, 1974, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 84, folio 136; thence, leaving the beginning point so fixed and binding on the aforesaid right-of-way North 14° 50' 54" East 58.93 feet to an iron pipe set; thence leaving said right-of-way and running for two (2) new lines of division through the lands now or formerly of Sydney G. Ashley, South 70° 20' 26" East 819.98 feet to an iron pipe set and South 11° 36' 16" West 585.00 feet to an iron pipe set in the division line between the lands now or formerly of William Capel and the herein described lands; thence, binding on said division line North 71° 56' 26" West 601.66 feet to an iron pipe set; thence, leaving said division line and running for two (2) new lines of division through other lands now or formerly of Sydney G. Ashley, North 14° 54' 04" East 413.80 feet to an iron pipe set and North 75° 05' 56" West 250.00 feet to an iron pipe set in the aforementioned easternmost right-of-way line of Ruthsburg-Hope Road; thence, with said right-of-way North 14° 54' 04" East 146.18 feet to the place of beginning. Containing in all 9.025 acres of land, more or less.

SAVING AND EXCEPTING therefrom so much thereof as was conveyed by John J. Smith and Rose Smith, his wife, the Claude Dwight Boyce and Donna Lee Boyce, his wife, by deed dated May 21, 1976 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. 102, (should be 105), folio 144. Containing 1.004 acres of land, more or less.

PARCEL NO. 2: BEGINNING at a point that lies 350 feet at an angle North 14° 54' 04" East from the locust post found on the Ruthsburg-Hope Road being the division line of the lands now or

formerly of William Capel (WHC 7A/241) and the lands now or formerly of Claude Dwight Boyce and Donna Lee Boyce, his wife, (CWC 102/715); thence running from the beginning point right-of-way along the Ruthsburg-Hope Road North 14° 54' 04" East 50 feet to an iron pipe; thence running South 75° 05' 56" East 250 feet to an iron pipe set; thence running South 14° 54' 04" West 50 feet to a point; thence running North 75° 05' 56" West 250 feet to the point of beginning. Containing 12,500 square feet, more or less.

SUBJECT to a ten foot wide strip of land lying along the Ruthsburg-Hope Road which is reserved for possible future widening of said road.

The property is in fee simple and has an address of Rt. #1, Box 115, Ruthsburg-Hope Road, Centreville, Maryland.

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The terms of sale are that a cash deposit or certified check of $5,000.00 shall be paid at the time and place of sale, balance in cash at settlement which shall be within twenty days after the final ratification of sale by the Circuit Court for Queen Anne's County, unless said period is exteded by the Substitute Trustees, their successors, orassigns, for good case shown, time being of the essence; interest at the rate of nine and one quarter percent (9 1/4%) per annum shall be paid on the unpaid purchase money from the date of sale to the date of setttlement. 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 Metropolitian District charges shall be adjusted to the date of sale and assumed thereafter by the purchaser(s). Cost of all documentary stamps, transfer taxes, document preparation, and title insurance shall be borne by the

purchaser(s). The improvements thereon are being sold in an "As Is Condition".

WILLIAM C. ROGERS, JR.,
JOHN PAUL ROGERS
Substitute Trustees

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, ET AL.,

Plaintiffs

VS.

JAMES E. WALLER,
SHIRLEY WALLER,

Defendants

* IN THE
CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
IN EQUITY
Case No. 84-00057

AFFIDAVIT UNDER MARYLAND RULE W74 a 2 (c)

STATE OF MARYLAND
City
COUNTY OF BALTIMORE ss:

I HEREBY CERTIFY, that on this 29th day of April, 1985, before me, the subscriber, a Notary Public, personally appeared William C. Rogers, Jr., one of the Substitute Trustees in the above entitled case, who made oath in due form of law that on the 29th day of April, 1985, he caused to be mailed, by certified mail, return receipt requested, to the mortgagors at their last known address, a notice of the time, place, and terms of the sale of the mortgaged property by letters dated April 29, 1985; copies of which letters are attached hereto.

WILLIAM C. ROGERS, JR.,
Substitute Trustee

NOTARY PUBLIC

(Notary Seal)

My commission expires July 1, 1986.

1985 MAY -1 P 1:15
QUEEN ANNE'S COUNTY

18 mb 188

ROGERS, MOORE and ROGERS
Attorneys at Law

WILLIAM C. ROGERS, (1921 - 1970)
JOHN PAUL ROGERS
WILLIAM C. ROGERS, JR.
ROBERT JAMES PARSONS, II
W. CHARLES ROGERS, III

SIX SOUTH CALVERT
BALTIMORE, MD. 21202
(301) 727-4458

April 29, 1985

Mrs. Shirley Waller
Rt. 1, Box 115
Ruthsburg-Hope Road
Centreville, MD 21617

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: Ruthsburg-Hope Road

Dear Mrs. Waller:

Pursuant to the provisions of the Maryland Rules, you are hereby notified that the sale of your property on Ruthsburg-Hope Road will take place at 9:00 a.m., Saturday, May 11, 1985 at the Court House, Centreville, Maryland. The advertisements are currently running in The Record Observer on April 24, May 1, and May 8, 1985.

The terms of the sale are that the property will be sold to the highest bidder and a deposit of $5,000.00 is required. Taxes, etc. will be adjusted to date of sale and the property will be sold subject to such conditions and restrictions, etc. as are of record. Enclosed is a copy of the advertisement concerning the sale. The terms of the sale are more fully set out in the advertisement.

We previously forwarded you a notice of sale in which the advertisement set forth the sale time as 9:30 a.m. We are sending you this letter to correct this defect.

Should you desire any further information, please contact me.

Very truly yours,

William C. Rogers, Jr.
Substitute Trustee

WCR,III:mmb
Enclosure

W. CHARLES ROGERS, III
Rogers, Moore & Rogers
Six South Calvert Street
Baltimore, Maryland 21202
1-800-492-5717

PATRICK E. THOMPSON
Turner & Thompson
109 Lawyers Row
Centreville, MD 21617
1-301-758-1795
Solicitors

SUBSTITUTE
TRUSTEE'S SALE
OF
TWO VALUABLE PARCELS OF
FEE SIMPLE
REAL PROPERTY
KNOWN AS
Rt. #1, Box 115, Ruthsburg-Hope Road
Centreville, Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain deed of trust from James E. Waller and Shirley Waller, his wife, to Michael V. McCutchan and Melvin E. Meekins, Jr., Trustees, and the beneficiary, Capital City Savings & Loan Association, dated the 12th day of April, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 133, folio 443, the holder of the indebtedness as secured by the deed of trust, Vermont Federal Savings & Loan Association, having appointed William C. Rogers, Jr. and John Paul Rogers, Substitute Trustees, by instrument, dated May 25, 1984, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 214, folio 370, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substitute Trustees will sell at public auction, at the Court House, Centreville, Queen Anne's County on:

Saturday, May 11, 1985
at 9:00 a.m.

All Those Two Lots and Parcels of Ground and The Improvements Thereon, situate in Queen Anne's County, State of Maryland, and described as follows:

PARCEL NO. 1: BEGINNING for the same at a concrete monument found in the easternmost right-of-way of the Ruthsburg-Hope County Road, said beginning point further being the terminus of the nine or North 14° 54' 04" East 546.18 footline of that conveyance from Frank L. Beaver and Catherine S. Beaver, his wife, to Sydney G. Ashley, by deed dated May 20, 1974, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 84, folio 136; thence, leaving the beginning point so fixed and binding on the aforesaid right-of-way North 14° 50' 54" East 58.93 feet to an iron pipe set; thence leaving said right-of-way and running for two (2) new lines of division through the lands now or formerly of Sydney G. Ashley, South 70° 20' 26" East 819.98 feet to an iron pipe set and South 11° 36' 16" West 585.00 feet to an iron pipe set in the division line between the lands now or formerly of William Capel and the herein described lands; thence, binding on said division line North 71° 56' 26" West 601.66 feet to an iron pipe set; thence, leaving said division line and running for two (2) new lines of division through other lands now or formerly of Sydney G. Ashley, North 14° 54' 04" East 413.80 feet to an iron pipe set and North 75° 05' 56" West 250.00 feet to an iron pipe set in the aforementioned easternmost right-of-way line of Ruthsburg-Hope Road; thence, with said right-of-way North 14° 54' 04" East 146.18 feet to the place of beginning. Containing in all 9.025 acres of land, more or less.

SAVING AND EXCEPTING therefrom so much thereof as was conveyed by John J. Smith and Rose Smith, his wife, to Claude Dwight Boyce and Donna Lee Boyce, his wife, by deed dated May 21, 1976 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. 102, (should be 105), folio 144. Containing 1.004 acres of land, more or less.

PARCEL NO. 2: BEGINNING at a point that lies 350 feet at an angle North 14° 54' 04" East from the locust post found on the Ruthsburg-Hope Road being the division line of the lands now or

formerly of William Capel (WHC 7A/241) and the lands now or formerly of Claude Dwight Boyce and Donna Lee Boyce, his wife, (CWC 102/715); thence running from the beginning point right-of-way along the Ruthsburg-Hope Road North 14° 54' 04" East 50 feet to an iron pipe; thence running South 75° 05' 56" East 250 feet to an iron pipe set; thence running South 14° 54' 04" West 50 feet to a point; thence running North 75° 05' 56" West 250 feet to the point of beginning. Containing 12,500 square feet, more or less.

SUBJECT to a ten foot wide strip of land lying along the Ruthsburg-Hope Road which is reserved for possible future widening of said road.

The property is in fee simple and has an address of Rt. #1, Box 115, Ruthsburg-Hope Road, Centreville, Maryland.

The two parcels will be sold as one entity only.

The improvements thereon consist of a two story detached dwelling.

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

The terms of sale are that a cash deposit or certified check of $5,000.00 shall be paid at the time and place of sale, balance in cash at settlement which shall be within twenty days after the final ratification of sale by the Circuit Court for Queen Anne's County, unless said period is extended by the Substitute Trustees, their successors, orassigns, for good cause shown, time being of the essence; interest at the rate of nine and one quarter percent (9 1/4%) per annum shall be paid on the unpaid purchase money from the date of sale to the date of setttlement. 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 Metropolitian District charges shall be adjusted to the date of sale and assumed thereafter by the purchaser(s). Cost of all documentary stamps, transfer taxes, document preparation, and title insurance shall be borne by the

18 PAGE 192

purchaser(s). The improvements thereon are being sold in an "As Is Condition".

WILLIAM C. ROGERS, JR.,
JOHN PAUL ROGERS
Substitute Trustees

ROGERS, MOORE and ROGERS
Attorneys at Law

WILLIAM C. ROGERS, (1921 - 1970)
JOHN PAUL ROGERS
WILLIAM C. ROGERS, JR.
ROBERT JAMES PARSONS, II
W. CHARLES ROGERS, III

SIX SOUTH CALVERT
BALTIMORE, MD. 21202
(301) 727-4458

April 29, 1985

Mr. James E. Waller
Rt. 1, Box 113
Ruthsburg-Hope Road
Centreville, MD 21617

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RE: Ruthsburg-Hope Road

Dear Mr. Waller:

Pursuant to the provisions of the Maryland Rules, you are hereby notified that the sale of your property on Ruthsburg-Hope Road will take place at 9:00 a.m., Saturday, May 11, 1985 at the Court House, Centreville, Maryland. The advertisements are currently running in The Record Observer on April 24, May 1, and May 8, 1985.

The terms of the sale are that the property will be sold to the highest bidder and a deposit of $5,000.00 is required. Taxes, etc. will be adjusted to date of sale and the property will be sold subject to such conditions and restrictions, etc. as are of record. Enclosed is a copy of the advertisement concerning the sale. The terms of the sale are more fully set out in the advertisement.

We previously forwarded you a notice of sale in which the advertisement set forth the sale time as 9:30 a.m. We are sending you this letter to correct this defect.

Should you desire any further information, please contact me.

Very truly yours,

William C. Rogers, Jr.
Substitute Trustee

WCR,III:mmb
Enclosure

18 PAGE 193

W. CHARLES ROGERS, III
Rogers, Moore & Rogers
Six South Calvert Street
Baltimore, Maryland 21202
1-800-492-5717

PATRICK E. THOMPSON
Turner & Thompson
109 Lawyers Row
Centreville, MD 21617
1-301-758-1795
Solicitors

SUBSTITUTE
TRUSTEE'S SALE
OF
TWO VALUABLE PARCELS OF
FEE SIMPLE
REAL PROPERTY
KNOWN AS
Rt. #1, Box 115, Ruthsburg-Hope Road
Centreville, Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain deed of trust from James E. Waller and Shirley Waller, his wife, to Michael V. McCutchan and Melvin E. Meekins, Jr., Trustees, and the beneficiary, Capital City Savings & Loan Association, dated the 12th day of April, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 133, folio 443, the holder of the indebtedness as secured by the deed of trust, Vermont Federal Savings & Loan Association, having appointed William C. Rogers, Jr. and John Paul Rogers, Substitute Trustees, by instrument, dated May 25, 1984, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 214, folio 370, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substitute Trustees will sell at public auction, at the Court House, Centreville, Queen Anne's County on:

Saturday, May 11, 1985
at 9:00 a.m.

All Those Two Lots and Parcels of Ground and The Improvements Thereon, situate in Queen Anne's County, State of Maryland, and described as follows:

PARCEL NO. 1: BEGINNING for the same at a concrete monument found in the easternmost right-of-way of the Ruthsburg-Hope County Road, said beginning point further being the terminus of the nine or North 14° 54' 04" East 546.18 footline of that conveyance from Frank L. Beaver and Catherine S. Beaver, his wife, to Sydney G. Ashley, by deed dated May 20, 1974, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 84, folio 136; thence, leaving the beginning point so fixed and binding on the aforesaid right-of-way North 14° 50' 54" East 58.93 feet to an iron pipe set; thence leaving said right-of-way and running for two (2) new lines of division through the lands now or formerly of Sydney G. Ashley, South 70° 20' 26" East 819.98 feet to an iron pipe set and South 11° 36' 16" West 585.00 feet to an iron pipe set in the division line between the lands now or formerly of William Capel and the hercin described lands; thence, binding on said division line North 71° 56' 26" West 601.66 feet to an iron pipe set; thence, leaving said division line and running for two (2) new lines of division through other lands now or formerly of Sydney G. Ashley, North 14° 54' 04" East 413.80 feet to an iron pipe set and North 75° 05' 56" West 250.00 feet to an iron pipe set in the aforementioned easternmost right-of-way line of Ruthsburg-Hope Road; thence, with said right-of-way North 14° 54' 04" East 146.18 feet to the place of beginning. Containing in all 9.025 acres of land, more or less.

SAVING AND EXCEPTING therefrom so much thereof as was conveyed by John J. Smith and Rose Smith, his wife, to Claude Dwight Boyce and Donna Lee Boyce, his wife, by deed dated May 21, 1976 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. 102, (should be 105), folio 144. Containing 1.004 acres of land, more or less.

PARCEL NO. 2: BEGINNING at a point that lies 350 feet at an angle North 14° 54' 04" East from the locust post found on the Ruthsburg-Hope Road being the division line of the lands now or

formerly of William Capel (WHC 7A/241) and the lands now or formerly of Claude Dwight Boyce and Donna Lee Boyce, his wife, (CWC 102/715); thence running from the beginning point right-of-way along the Ruthsburg-Hope Road North 14° 54' 04" East 50 feet to an iron pipe; thence running South 75° 05' 56" East 250 feet to an iron pipe set; thence running South 14° 54' 04" West 50 feet to a point; thence running North 75° 05' 56" West 250 feet to the point of beginning. Containing 12,500 square feet, more or less.

SUBJECT to a ten foot wide strip of land lying along the Ruthsburg-Hope Road which is reserved for possible future widening of said road.

The property is in fee simple and has an address of Rt. #1, Box 115, Ruthsburg-Hope Road, Centreville, Maryland.

The two parcels will be sold as one entity only.

The improvements thereon consist of a two story detached dwelling.

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

The terms of sale are that a cash deposit or certified check of $5,000.00 shall be paid at the time and place of sale, balance in cash at settlement which shall be within twenty days after the final ratification of sale by the Circuit Court for Queen Anne's County, unless said period is extended by the Substitute Trustees, their successors, orassigns, for good cause shown, time being of the essence; interest at the rate of nine and one quarter percent (9 1/4%) per annum shall be paid on the unpaid purchase money from the date of sale to the date of setttlement. 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 Metropolitian District charges shall be adjusted to the date of sale and assumed thereafter by the purchaser(s). Cost of all documentary stamps, transfer taxes, document preparation, and title insurance shall be borne by the

purchaser(s). The improvements thereon are being sold in an "As Is Condition".

WILLIAM C. ROGERS, JR.,
JOHN PAUL ROGERS
Substitute Trustees

REPORT OF SALE

WILLIAM C. ROGERS, JR.
JOHN PAUL ROGERS,
Substitute Trustees
vs.
JAMES E. WALLER
SHIRLEY WALLER,
Defendants

IN THE
CIRCUIT COURT
FOR
~~BALTIMORE CITY~~
QUEEN ANNE'S COUNTY
Case No. 84-00057

1985 MAY 14
QUEEN ANNE'S COUNTY
CLERK

To The Honorable Judge of the

Circuit Court for ~~Baltimore City~~ QUEEN ANNE'S COUNTY:

The Report of Sale of William C. Rogers, Jr. Substitute Trustee appointed by the decree in the above entitled cause, to make sale of Rt. 1, Box 115, Ruthsburg-Hope Road, Centreville, Maryland in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in ~~The Daily Record~~ Record Observer, a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Queen Anne's County for ~~more than~~ three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Saturday the 11th day of May 19 85, at 9:00 o'clock A. M. attend on the premises and then and there sold. the property to Vermont Federal Savings & Loan Association for Fifty Thousand Dollars ($50,000.00) which was the highest and best bid therefore.

WILLIAM C. ~~XXXXX~~ ROGERS, ~~JR.~~
Substitute Trustee

State of Maryland, ~~City~~ County of Baltimore. Sct:

I HERBY CERTIFY, That on this 13th day of May 19 85, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared ~~XXXXX~~ * , 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,
* William C. Rogers, Jr., Substitute Trustee,

W. CHARLES ROGERS, JR. NOTARY PUBLIC BALTIMORE CO., MD.

Notary Public.

My commission expires July 1, 1986.

CC-13 (1/83)

18 AG 197

CONTRACT

I (We) have this day purchased at public auction from William C. Rogers, Jr. and John Paul Rogers, Substitute Trustees, the property known as Rt. 1, Box 115, Ruthsburg-Hope Road, Queen Anne's County, Maryland and more particularly described in the annexed advertisement which is made part hereof, upon the terms and conditions as set out in said advertisement, for the sum of FIFTY THOUSAND DOLLARS of which FIVE THOUSAND DOLLARS have been paid on account of the purchase price, receipt of which is hereby acknowledged, the balance to be paid in cash within twenty days of final ratification of sale by the Circuit Court for Queen Anne's County.

WITNESS:

W Chandler Roy

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION
by Paul M. Nagle ASSISTANT SECRETARY
BUYER

BUYER

RECORDED
CLERK'S OFFICE
1985 MAY 14 PM 02 48
QUEEN ANNE'S COUNTY

18 pg 198

Six South Calvert Street
Baltimore, Maryland 21202
1-800-492-5717
PATRICK E. THOMPSON
Turner & Thompson
109 Lawyers Row
Centreville, MD 21617
1-301-758-1795
Solicitors

Substitute Trustee's Sale

OF TWO VALUABLE PARCELS OF FEE SIMPLE REAL PROPERTY KNOWN AS
Rt. 1, Box 115, Ruthsburg-Hope Road
Centreville, Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain deed of trust from James E. Waller and Shirley Wallet, his wife, to Michael V. McCutchan and Melvin E. Meekins, Jr., Trustees, and the beneficiary, Capitol City Savings & Loan Association, dated the 12th day of April, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 133, folio 443, the holder of the indebtedness as secured by the deed of trust, Vermont Federal Savings & Loan Association, having appointed William C. Rogers, Jr. and John Paul Rogers, Substitute Trustees, by instrument, dated May 25, 1984, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 214, folio 370, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substitute Trustees will sell at public auction, at the Court House, Centreville, Queen Anne's County on:

Sat., May 11, 1985

at 9:00 a.m.

All Those Two Lots and Parcels of Ground and The Improvements Thereon, situate in Queen Anne's County, State of Maryland, and described as follows:

PARCEL NO. 1: BEGINNING for the same at a concrete monument found in the easternmost right-of-way of the Ruthsburg-Hope County Road, said beginning point further being the terminus of the nine or North 14° 54' 04" East 546.18 footline of that conveyance from Frank L. Beaver and Catherine S. Beaver, his wife, to Sydney G. Ashley, by deed dated May 20, 1974, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 84, folio 136; thence, leaving the beginning point so fixed and binding on the aforesaid right-of-way North 14° 50' 54" East 58.93 feet to an iron pipe set; thence leaving said right-of-way and running for two (2) new lines of division through the lands now or formerly of Sydney G. Ashley, South 70° 20' 26" East 819.98 feet to an iron pipe set and South 11° 36' 16" West 515.00 feet to an iron pipe set in the division line between the land now or formerly of William Capel and the herein described lands; thence, binding on said division line North 71° 50' 26" West 601.66 feet to an iron pipe set; thence, leaving said division line and running for two (2) new lines of division through other lands now or formerly of Sydney G. Ashley, North 14° 54' 04" East 413.80 feet to an iron pipe set and North 75° 05' 56" West 250.00 feet to an iron pipe set in the aforementioned easternmost right-of-way line of Ruthsburg-Hope Road; thence, with said right-of-way North 14° 54' 04" East 146.18 feet to the place of beginning. Containing in all 9.025 acres of land, more or less.

SAVING AND EXCEPTING therefrom so much thereof as was conveyed by John J. Smith and

RECEIVED
CLERK, CIRCUIT COURT
1985 MAY 14 PM 12:48
QUEEN ANNE'S COUNTY

Rose Smith, his wife, to Claude Dwight Boyce and Donna Lee Boyce, his wife, by deed dated May 21, 1976 and recorded among the Land Records of Queen Anen's County in Liber C.W.C. 102, (should be 105), folio 144. Conteining 1.004 ecres of land, more or less.

PARCEL NO. 2: BEGINNING et a point that lies 350 feet at an angle North 14° 54' 04" East from the locust post found on the Ruthsburg-Hope Roed being the division line of the lends now or formerly of William Capel (WHC 7A/241) and the lands now or formerly of Cleude Dwight Boyce and Donna Lee Boyco, his wife, (CWC 102/715); thence running from the beginning point right-of-way along the Ruthsburg-Hope Road North 14° 54' 04" East 50 feet to an iron pipe; thence running South 75° 05' 56" Eest 250 feet to an irun pipe set; thence running South 14° 54' 04" West 50 feet to a point; thence running North 75° 05' 56" West 250 feet to the point of beginning. Conteining 12,500 squere feet, moro or less.

SUBJECT to e ten foot wido strip of land lying elong tho Ruthsburg-Hope Road which is resorved for possiblo future widening of seid road.

The property is in fee simple end hes en address of Rt. #1, Box 115, Ruthsburg-Hope Road, Cantreville, Maryland.

The two parcels will bo sold as one ontity only.

The improvements thereon consist of a two story detached dwelling.

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

The terms of sale are that a cash deposit or certified chock of $5,000.00 shall be paid et tho tima and place of sale, balance in cesh at settlement which shall be within twenty deys after the final ratification of sala by the Circuit Court for Queen Anne's County, unless said period is extended by the Substitute Trustees, their successors, or assigns, for good cause shown, timo-boing of the essence; interest et the rate of nine and one quarter percent (9¼%) per ennum shall be paid on the unpaid purchase money from the dato of sele to the data 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 chaigos shall be adjusted to the date of sale and assumed thereafter by the purcheser(s). Cost of all documentery stamps, transfor texes, documentary preparatien, and titlo insuranco shall bo borne by the purchesor(s). The improvoments thereon are being sold in an "As Is Condition".

WILLIAM C. ROGERS, JR.
JOHN PAUL ROGERS
Substitute Trustees

RB-4-24-31-052

1985 MAY 14 AM 10:48
QUEEN ANNE'S COUNTY

] 18 200 [

PURCHASER'S AFFIDAVIT
M.R. BR6

RE: Property known as Rt. 1, Box 115, Ruthsburg-Hope Road

STATE OF MARYLAND

County of Baltimore: s.s., to wit:

I HEREBY CERTIFY, that on this 11th day of May, 19 85, A.D., before me, a Notary Public of the State of Maryland, aforesaid, personally appeared Ronald N. Wasiljew, agent of Vermont Federal Savings & Loan Association. purchaser(s) of the said property at the foreclosure sale in this case for Vermont Federal Savings & Loan Association and made oath in due form of law that Vermont Federal Savings & Loan Association, is/~~are~~ the purchaser(s) of the said property as principal(s) and not as agent, _____, and that they have not discouraged anyone from bidding for the said property mentioned in the foregoing Report of Sale.

Ronald N. Wasiljew
PURCHASER AGENT VERMONT FEDERAL S.&L. ASSN.

W Charles Rogers
WITNESS

RECEIVED
CLERK, CIRCUIT COURT
1985 MAY 14 AM 10 48
QUEEN ANNE'S COUNTY

_____
PURCHASER

Sworn and Subscribed to before me.

W Charles Rogers
NOTARY PUBLIC

(Notary Seal)
My commission expires: July 1, 1986.

W. CHARLES ROGERS III
NOTARY PUBLIC
BALTIMORE CO., MD.

18 MSP 201

AUCTIONEER'S AFFIDAVIT
M.R. BR6

TO WHOM IT MAY CONCERN: RE:

This is to certify that I have not paid, and will not pay, directly or indirectly, anything to anyone for employing, or for aiding to employ me to make this sale, and that no payments have been made, or will be make by me, in connection with this sale, except those set forth in detail in my bill and statement attached hereto.

W Charles Roy III
WITNESS

Joseph A. Jackson Jr.
AUCTIONEER

STATE OF MARYLAND
County of Baltimore :S.S., to wit:

Subscribed and Sworn to before me, this 11th day of May, 1985, A.D.

(Notary Seal)

W Charles Roy III
NOTARY PUBLIC

My commission expires: July 1, 1986

W. CHARLES ROGERS III
NOTARY PUBLIC
BALTIMORE CO., MD.

1985 MAY 14 AM 10:48
QUEEN ANNE'S COUNTY

18 ag 202

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION,
WILLIAM C. ROGERS, JR. and JOHN PAUL ROGERS,
Substitute Trustees

vs.

JAMES E. WALLER

SHIRLEY WALLER

Civil No. 84-00057

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 14th day of May, 1985 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin
Marguerite W. Mankin,
Clerk

Filed: May 14, 1985

18 203

1

Centreville, Md. 4/10 19 85

We Hereby Certify

That the annexed advertisement of

Ruthsburg-Hope Road

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 13th day of April 19 85. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 27th day of March 19 85, and the last insertion on the 10th day of April 19 85.

1985 MAY 21 AM 10: 18

QUEEN ANNE'S COUNTY

Publishers, Record Observer

Per Dorothy M. Rogers

W. CHARLES ROGERS, III
Rogers, Moore & Rogers
Six South Calvert Street
Baltimore, Maryland 21202
1-800-432-5717
PATRICK E. THOMPSON
Turner & Thompson
109 Lawyers Row
Centreville, MD 21617
1-301-758-1755
Solicitors

Substitute Trustee's Sale

OF TWO VALUABLE PARCELS OF FEE SIMPLE REAL PROPERTY KNOWN AS
Rt. 1, Box 115, Ruthsburg-Hope Road
Centreville, Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain deed of trust from James E. Weller and Shirley Weller, his wife, to Michael V. McCutchen and Melvin E. Meekins, Jr., Trustees, and the beneficiary, Capital City Savings & Loan Association, dated the 12th day of April, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 133, folio 443, the holder of the indebtedness as secured by the deed of trust, Vermont Federal Savings & Loan Association, having appointed William C. Rogers, Jr. and John Paul Rogers, Substitute Trustees, by instrument, dated May 25, 1984, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 214, folio 370, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substitute Trustees will sell at public auction, at the Court House, Centreville, Queen Anne's County on:

Sat., May 11, 1985

at 9:00 a.m.

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SAVING AND EXCEPTING therefrom so much thereof as was conveyed by John J. Smith and Rose Smith, his wife, to Claude Dwight Boyce and Donna Lee Boyce, his wife, by deed dated May 21, 1976 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. 102, (should be 105), folio 144. Containing 1.004 acres of land, more or less.

PARCEL NO. 2: BEGINNING at a point that lies 350 feet at an angle North 14° 54' 04" East from the locust post found on the Ruthsburg-Hope Road being the division line of the lands now or formerly of William Capel (WHC 7A/241) and the lands now or formerly of Claude Dwight Boyce and Donna Lee Boyce, his wife, (CWC 102/716); thence running from the beginning point right-of-way along the Ruthsburg-Hope Road North 14° 54' 04" East 50 feet to an iron pipe; thence running South 75° 05' 56" East 250 feet to an iron pipe set; thence running South 14° 54' 04" West 50 feet to a point; thence running North 75° 05' 56" West 250 feet to the point of beginning. Containing 12,500 square feet, more or less.

SUBJECT to a ten foot wide strip of land lying along the Ruthsburg-Hope Road which is reserved for possible future widening of said road.

The property is in fee simple and has an address of Rt. #1, Box 115, Ruthsburg-Hope Road, Centreville, Maryland.

The two parcels will be sold as one entity only.

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

The terms of sale are that a cash deposit or certified check of $5,000.00 shall be paid at the time and place of sale, balance in cash at settlement which shall be within twenty days after the final ratification of sale by the Circuit Court for Queen Anne's County, unless said period is extended by the Substitute Trustees, their successors, or assigns, for good cause shown, time being of the essence; interest at the rate of nine and one quarter percent (9¼%) per annum shall be paid on the unpaid purchase money from the date of sale to the date of settlement. Taxes and water rent to be adjusted to date of sale. All other public charges and assessments payable on an annual basis, including sanitary and/or Metropolitan District charges shall be adjusted to the date of sale and assumed thereafter by the purchaser(s). Cost of all documentary stamps, transfer taxes, document preparation, and title insurance shall be borne by the purchaser(s). The improvements thereon are being sold in an "As Is Condition".

WILLIAM C. ROGERS, JR.
JOHN PAUL ROGERS
Substitute Trustees

RB-4-24-31-062

18 PAGE 205

RECEIVED
CLERK'S OFFICE
1985 MAY 31 AM 10: 17
QUEEN ANNE'S COUNTY

Centreville, Md. 6/5 19 85

We Hereby Certify

That the annexed advertisement of

Ratification of 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 14th day of June 19 85 And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 22nd day of May 19 85, and the last insertion on the 5th day of June 19 85.

Publishers, Record Observer

Per Dorothy M. Morse

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION,
WILLIAM C. ROGERS, JR. and
JOHN PAUL ROGERS,
Substitute Trustees
vs.
JAMES E. WALLER
SHIRLEY WALLER
Civil No. 84-09357

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 14th day of May, 1985 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin, Clerk
True Copy, Test
Marguerite W. Mankin, Clerk
By Anne F. Ward, Deputy Clerk

RB-5-22-3t-054

1

Centreville, Md. 5/8 19 85

We Hereby Certify

That the annexed advertisement of

Ruthsburg-Hope Rd property

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 May 19 85

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 24th day of April 19 85, and the last insertion on the 8th day of May 19 85. 1985 JUL 27 AM 10:24

QUEEN ANNE'S COUNTY

Publishers, Record Observer

Per

W. CHARLES ROGERS, III
Rogers, Moore & Rogers
Six South Calvert Street
Baltimore, Maryland 21202
1-800-492-5717
PATRICK E. THOMPSON
Turner & Thompson
109 Lawyers Row
Centreville, MD 21617
1-301-758-1795
Solicitors

Substitute Trustee's Sale

OF TWO VALUABLE PARCELS OF FEE SIMPLE REAL PROPERTY KNOWN AS
Rt. 1, Box 115, Ruthsburg-Hope Road
Centreville, Queen Anne's County, Maryland

Under and by virtue of the power of sale contained in a certain deed of trust from James E. Weller and Shirley Weller, his wife, to Michael V. McCutchen and Melvin E. Meekins, Jr., Trustees, and the beneficiary, Capitol City Savings & Loan Association, dated the 12th day of April, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 133, folio 443, the holder of the indebtedness as secured by the deed of trust, Vermont Federal Savings & Loan Association, having appointed William C. Rogers, Jr. and John Paul Rogers, Substitute Trustees, by instrument, dated May 25, 1984, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 214, folio 370, default having occurred under the terms thereof, and at the request of the party secured thereby, the undersigned Substitute Trustees will sell at public auction, at the Court House, Centreville, Queen Anne's County on:

Sat., May 11, 1985

at 9:00 a.m.

All Those Two Lots and Parcels of Ground and The Improvements Thereon, situate in Queen Anne's County, State of Maryland, and described as follows:

PARCEL NO. 1: BEGINNING for the same at a concrete monument found in the easternmost right-of-way of the Ruthsburg-Hope County Road, said beginning point further being the terminus of the nine or North 14° 54' 04" East 548.18 footline of that conveyance from Frank L. Beaver and Catherine S. Beaver, his wife, to Sydney G. Ashley, by deed dated May 20, 1974, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 84, folio 136; thence, leaving the beginning point so fixed and binding on the aforesaid right-of-way North 14° 50' 54" East 58.93 feet to an iron pipe set; thence leaving said right-of-way and running for two (2) new lines of division through the lands now or formerly of Sydney G. Ashley, South 70° 29' 26" East 819.98 feet to an iron pipe set and South 11° 36' 18" West 585.00 feet to an iron pipe set in the division line between the lands now or formerly of William Capel and the herein described lands; thence, binding on said division line North 71° 56' 26" West 601.86 feet to an iron pipe set; thence, leaving said division line and running for two (2) new lines of division through other lands now or formerly of Sydney G. Ashley, North 14° 54' 04" East 413.60 feet to an iron pipe set and North 76° 05' 56" West 250.00 feet to an iron pipe set in the aforementioned easternmost right-of-way line of Ruthsburg-Hope Road; thence, with said right-of-way North 14° 54' 04" East 146.18 feet to the place of beginning. Containing in all 9.025 acres of land, more or less.

18 207

SAVING AND EXCEPTING therefrom so much thereof as was conveyed by John J. Smith and Rose Smith, his wife, to Claude Dwight Boyce and Donna Lee Boyce, his wife, by deed dated May 21, 1976 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. 102, (should be t05), folio 144. Containing 1.004 acres of land, more or less.

PARCEL NO. 2: BEGINNING at a point that lies 350 feet at an angle North 14° 54' 04" East from the locust post found on the Ruthsburg-Hope Road being the division line of the lands now or formerly of William Cepel (WHC 7A/241) and the lands now or formerly of Claude Dwight Boyce and Donna Lee Boyce, his wife, (CWC 102/715); thence running from the beginning point right-of-way along the Ruthsburg-Hope Road North 14° 54' 04" East 50 feet to an iron pipe; thence running South 75° 05' 56" East 250 feet to an iron pipe set; thence running South 14° 54' 04" West 50 feet to a point; thence running North 75° 05' 56" West 250 feet to the point of beginning. Containing 12,500 square feet, more or less.

SUBJECT to a ten foot wide strip of land lying along the Ruthsburg-Hope Road which is reserved for possible future widening of said road.

The property is in fee simple and has an address of Rt. #1, Box 1t5, Ruthsburg-Hope Road, Centreville, Maryland.

The two parcels will be sold as one entity only.

The improvements thereon consist of a two story detached dwelling.

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

The terms of sale are that a cash deposit or certified check of $5,000.00 shall be paid at the time and place of sale, balance in cash at settlement which shall be within twenty days after the final ratification of sale by the Circuit Court for Queen Anne's County, unless said period is extended by the Substitute Trustees, their successors, or assigns, for good cause shown, time being of the essence; interest at the rate of nine and one quarter percent (9¼%) per annum shall be paid on the unpaid purchase money from the date of sale to the date of settlement. Taxes and water rent to be adjusted to date of sale. All other public charges and assessments payable on an annual basis, including sanitary and/or Metropolitan District charges shall be adjusted to the date of sale and assumed thereafter by the purchaser(s). Cost of all documentary stamps, transfer taxes, document preparation, and title insurance shall be borne by the purchaser(s). The improvements thereon are being sold in an "As Is Condition".

WILLIAM C. ROGERS, JR.
JOHN PAUL ROGERS
Substitute Trustees

RB-4-24-3t-052

18 PAGE 209

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, WILLIAM C. ROGERS, JR. and JOHN PAUL ROGERS, Substitute Trustees	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
	:	CIVIL NO. 84-00057
vs.		
JAMES E. WALLER and SHIRLEY WALLER		

FINAL RATIFICATION OF SALE
AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Notice of the Clerk of this Court, it is

ORDERED, by the Circuit Court for Queen Anne's County, this 28th day of June, 1985, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.

2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.

3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.

4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.

RECEIVED
CLERK, CIRCUIT COURT
1985 JUL -1 AM 9:17
QUEEN ANNE'S COUNTY

Clayton C. Carlson
Judge

Distribution:
File
Fiduciary(s)
Court Auditor

18 MSA 209

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

WILLIAM C. ROGERS, JR. et al.

v. : Civil #84-00057

JAMES E. WALLER et ux.

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$ 50,000.00	
Interest on $ 45,000.00 @ 9.25% from 05/11/85 to 07/15/85 65 days @ $11.404 per day		741.26	
Real property taxes $ 655.51 from 05/11/85 to 06/30/85 50 days @ $1.791		89.55	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 50,830.81
COMMISSIONS, to Fiduciary		$ 2,500.00-	
ATTORNEY FEE (Note A)			
EXPENSES OF SALE			
Court costs	$ 396.50-		
Advertising			
Notices of sale			
Sale of 12/08/84	405.00-		
Sale of 05/11/85	421.89-		
Report of sale	90.00-		
Bond premium	195.00-		
Auctioneer's fee			
Sale of 12/08/84	25.00-		
Sale of 05/11/85	125.00-		
Property taxes	655.51-		
Certified mail	17.88-	2,331.78-	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 65.00-		
Postage & copies	2.56-	67.56-	4,899.34-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 45,931.47

INDEBTEDNESS DUE UNDER DEED OF TRUST		
Per Statement of Debt		
Principal	$ 59,895.56-	
Interest to 07/31/84	3,693.52-	
Late charges	179.69-	
Escrow balance	50.99-	
Homeowners insurance		
Premium paid	287.00-	
Refunded	163.00	
1984/1985 real property taxes	655.51-	
Interest on principal @ 9.25%		
08/01/1984 to 07/10/85		
344 days @ $15.390	5,294.16-	$ 69,893.43-
AVAILABLE FOR DISTRIBUTION, as above		45,931.47
DEFICIT		$ 23,961.96-

Note A: Voucher of $337.50 for what Fiduciary described as full title examination not allowable as attorney fee (Meyer v. Gyro Transp. Systems, 263 Md. 518, 531) or as expense of sale.

N O T I C E

The attached Account was filed on August 8, 1985. 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.

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QUEEN ANNE'S COUNTY

18 AGE 211

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 Civil Cause #84-00057. 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 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 persons on August 8, 1985:

W. Charles Rogers, III, Esquire
Rogers, Moore and Rogers
Six South Calvert Street
Baltimore, Maryland 21202

James E. Waller
Route 1, Box 115
Hope-Ruthsburg Road
Centreville, Maryland 21617

Shirley Waller
Route 1, Box 115
Hope-Ruthsburg Road
Centreville, Maryland 21617

John W. Sause, Jr.
Auditor

18 AG 212

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

WILLIAM C. ROGERS, JR. et al. :
:
v. : Civil #84-00057
:
JAMES E. WALLER et ux. :
:

: : : : :

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate 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 20th day of ~~September~~ August, 1985,

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. Waller
JUDGE

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CLERK, CIRCUIT COURT
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QUEEN ANNE'S COUNTY

18 213

GERARD R. VETTER and RICHARD M. KREMEN SUBSTITUTE TRUSTEES 10 Light Street Baltimore, Maryland 21202	*	IN THE
	*	CIRCUIT COURT
	*	FOR
Plaintiffs	*	QUEEN ANNE'S COUNTY
	*	Case No.: 85-00308
v.	*	
WILLIAM E. KERR and JOANNE KERR Duck Neck Road R.D. 1, Box 261A Chestertown, Maryland 21620	*	
Defendants	*	

CIVIL 3088
CIV FEES 70.00
CHECK/MO 70.00
#024950 C001 R01 T10:02
05/28/85

* * * * * * *

ORDER TO DOCKET
FORECLOSURE OF DEED OF TRUST

MR CLERK:

Please docket the above-entitled action in foreclosure and file the following documents:

1. The original Deed of Trust from William E. Kerr and Joanne Kerr, Grantors, to Walter D. Stockbridge and Jack Wallace, Trustees, recorded among the Land Records of Queen Anne's County, Maryland at Liber C.W.C. No. 132, folio 243, attached hereto as Exhibit A;

2. The original March 6, 1978 Note from William E. Kerr and Joanne Kerr to Maryland National Bank, attached hereto as Exhibit B;

3. A copy of the Deed of Removal and Appointment of Substitute Trustees, appointing Gerard R. Vetter and Richard M. Kremen as Substitute Trustees, the original copy

KREMEN, HOWEN & KREMEN
10 Light Street
Baltimore, Md 21202

CLERK'S
1985 MAY 28 AM 10: 03
QUEEN ANNE'S COUNTY

of which is to be recorded among the Land Records of Queen Anne's County, attached hereto as Exhibit C;

4. A Statement of Mortgage Debt, attached hereto as Exhibit D; and

5. Non-Military Affidavit, attached hereto as Exhibit E.

Gerard R. Vetter

Gerard R. Vetter

Richard M. Kremen

Richard M. Kremen
10 Light Street
Baltimore, Maryland 21202
(301) 539-5040

EXHIBIT A

DOCUMENT NO. 92334) 18 216)

DEED OF TRUST

THIS DEED OF TRUST is made this 6th day of March, 19 78, among the Grantor, William E. Kerr and Joanne Kerr, his wife (herein "Borrower"), WALTER D. STOCKBRIDGE and JACK WALLACE (herein "Trustee"), and the Beneficiary, MARYLAND NATIONAL BANK, a National Banking Association, whose address is 10 Light Street, Baltimore, Maryland 21202 (herein "Lender").

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

ALL that piece, parcel or tract of land situate, lying and being in the Seventh Election District of Queen Anne's County, being more particularly described as Lot No. 51 as shown on a plat of Section 1 of "Duck's Neck", said plat being prepared by J. R. McCrone, Jr., Inc., dated October, 1963 and recorded among the Land Records for Queen Anne's County, Maryland in Liber T.S.P. No. 1, Folio 96.

BEING the same property conveyed unto William E. Kerr and Joanne Kerr, his wife from Sydney G. Ashley by deed of even date herewith and recorded, or intended to be recorded, among the Land Records for Queen Anne's County, Maryland immediately prior hereto.

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CLERK, CIRCUIT COURT
1978 MAR -7 PM 12:40
QUEEN ANNE'S COUNTY

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MAR -7-78 A 21867 *****32 60
MAR -7-78 A 21866 *****17 00

which has the address of Duck Neck Road, R.D. 1 (Street), Chestertown (City), Maryland 21620 (herein "Property Address"); (State and Zip Code)

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

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated March 6, 1978 (herein "Note"), in the principal sum of TWENTY THOUSAND and 00/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 1993; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, Trustee's fees of .....% 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.**

LIBER 18 PAGE 219
LIBER 132 PAGE 246

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.

William E. Kerr (Seal)
William E. Kerr —Borrower

Joanne Kerr (Seal)
Joanne Kerr —Borrower

STATE OF MARYLAND, Kent County ss:

I Hereby Certify, That on this 6th day of March 19 78, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Kent, personally appeared William E. Kerr and Joanne Kerr, his wife, known to me (or satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

As WITNESS: my hand and notarial seal.

My Commission expires:
July 1, 1978

Kaelyn J. Smith
Notary Public

STATE OF Maryland Kent County ss:

I Hereby Certify, That on this 6th day of March 19 78, before me, the subscriber, a Notary Public of the State of Maryland and for the County of Kent, personally appeared Jesse G. Cunningham, the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the amount of the loan secured by the foregoing Deed of Trust was disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

As WITNESS: my hand and notarial seal.

My Commission expires:
July 1, 1978

Kaelyn J. Smith
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

92, 334

QUEEN ANNE'S COUNTY, SCT.
I HEREBY CERTIFY THAT
THIS ... WAS
RECEIVED FOR RECORD THIS 7th
DAY OF Mar. 19 78 AT 12:46 P.M.
AND RECORDED IN
LIBER Circuit 132 FOLIO 243 &c.
RECORD BOOK FOR QUEEN ANNE'S
COUNTY
Charles W. Cecil CLERK

CL. RK	1700
STAMP	3960
TOTAL	$5660

EXHIBIT B

18 PAGE 221

NOTE

US $ 20,000.00

Chestertown, Maryland
City

March 6, 19 78

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay maryland national bank, or order, the principal sum of TWENTY THOUSAND and 00/100 Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of Nine (9%) percent per annum. Principal and interest shall be payable at Maryland National Bank, Chestertown, Maryland or such other place as the Note holder may designate, in consecutive monthly installments of TWO HUNDRED TWO and 85/100 Dollars (US $ 202.85), on the first day of each month beginning May 1, 19 78. 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 April 1, 1993

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

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

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

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

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

The indebtedness evidenced by this Note is secured by a Deed of Trust, dated March 3, 1978, and reference is made to the Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Note.

William E. Kerr (Seal)
William E. Kerr

Duck Neck Road
R.D. 1 . Box 261 A
Chestertown, Maryland 21620
Property Address

Joanne Kerr (Seal)
Joanne Kerr

(Seal)
(Execute Original Only)

MARYLAND—1 to 4 Family—6/75—FNMA/FHLMC UNIFORM INSTRUMENT
Rev. 12/75

18 mm 222

EXHIBIT C

DEED OF REMOVAL AND APPOINTMENT OF SUBSTITUTE TRUSTEES

WHEREAS, on March 6, 1978, William E. Kerr and Joanne Kerr, his wife, executed, acknowledged and delivered a Deed of Trust to Walter D. Stockbridge and Jack Wallace, as Trustees, recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 132, page 243, to secure prompt payment of a certain note of even date (the "Note"), the holder of the Note being Maryland National Bank.

WHEREAS, said Deed of Trust states in part:

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

NOW THEREFORE, pursuant to the authority contained in said Deed of Trust, this instrument witnesseth that the holder of the Note, Maryland National Bank, hereby removes Walter D. Stockbridge and Jack Wallace, as Trustees and substitutes and appoints Gerard R. Vetter and Richard M. Kremen as Substitute Trustees with the same title, power and duties to act as Substitute Trustees in any manner permitted by said Deed of Trust.

WITNESS my hand and seal this 16 day of May, 1985.

ATTEST:

Dennis M. Miller
Construction Finance Officer

MARYLAND NATIONAL BANK

By: Albert J. Markiewicz
Albert J. Markiewicz
Mortgage Collection Officer

STATE OF MARYLAND)
) SS:
COUNTY OF BALTIMORE)

I HEREBY CERTIFY that on this 16th day of May, 1985, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Albert J. Markiewicz who acknowledged himself to be the Mortgage Collection Officer of Maryland National Bank, a national banking association, and that he, as such being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the national banking association by himself as Mortgage Collection Officer.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: 7/1/86

18 AGE 223

EXHIBIT D

GERARD R. VETTER and
RICHARD M. KREMEN, Substitute Trustees
vs.
WILLIAM E. KERR and
JOANNE KERR

IN THE
CIRCUIT COURT
--OF--
QUEEN ANNE'S COUNTY

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Debt of Maryland National Bank, Beneficiary under the Deed of Trust dated March 6, 1978 from William E. and Joanne Kerr which is recorded among the Land Records of Queen Anne's County, Maryland at Liber 132, Page 243.

	Amount of Principal Due	15,057.60
PLUS		
	Amount of Interest Due	1,572.74
PLUS		
	Late Charges Due	101.40
MINUS		
	Surplus Balance of Escrow Account	------
	-or-	
PLUS		
	Deficiency Balance of Escrow Account	
	TOTAL AMOUNT OWED AS OF 05/17/85	16,731.74

Daily accrual of interest commencing 05/18/85 on unpaid principal is 3.43.

Maryland National Bank

By: Albert J. Markiewicz
Albert J. Markiewicz
Mortgage Officer

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 17th day of May in the year nineteen hundred and eighty-five, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Albert J. Markiewicz, Mortgage Officer for Maryland National Bank 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,

Cathy M. Jackson
Notary Public
Cathy M. Jackson

My commission expires 07/01/86.

18 PAGE 225

EXHIBIT E

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

GERARD R. VETTER and
RICHARD M. KREMEN, Substitute Trustees

vs.

WILLIAM E. KERR and
JOANNE KERR

IN THE
CIRCUIT COURT
OF
QUEEN ANNE'S COUNTY

Docket _____ Folio _____

Case No. _____

Filed _____

Non-Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Albert J. Markiewicz Mortgage Officer for Maryland National Bank and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendants are not in the military service of the United States,

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

(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940, as amended,

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Albert J. Markiewicz
Affiant
Albert J. Markiewicz
Mortgage Officer

18 PAGE 226

Subscribed and sworn to before me this 17th day of May

19 85.

Cathy M. Jackson

Notary Public
Cathy M. Jackson

My commission expires 07/01/85.

18 PAGE 227

LIBER 3 PAGE 704 BOND NO. 98 S 100147098 BCA

TRUSTEES UNDER DEED OF TRUST

CU85-00308

KNOW ALL MEN BY THESE PRESENTS:

That we: Gerard R. Vetter and Richard M. Kremen

as principal, and The Ætna Casualty and Surety Company a corporation of the State of Connecticut, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty Thousand and 00/100----------($20,000.00) Dollars to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents.
Sealed with our seals, and dated this 12th day of June in the year of our Lord one thousand nine hundred and eight-five.

Whereas, the above bounded Gerard R. Vetter and Richard M. Kremen by virtue of the power contained in a Deed of Trust from William E. Kerr and Joanne Kerr

to Walter D. Stockbridge and Jack Wallace bearing the date March 6, 1978 and recorded among the land records of Queen Anne's County in Liber C.W.C. No. 132 Folio 243 and,

Whereas, the above bounded Gerard R. Vetter and Richard M. Kremen were appointed Substitute Trustees pursuant to the terms of said Deed of Trust by an instrument recorded among the aforesaid land records in Liber _____ Folio _____, and is about to sell the land and premises described in said Deed of Trust, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the condition of the above obligation is such, that if the above bounden Gerard R. Vetter and Richard M. Kremen, Substituted Trustees, as aforesaid, does and shall well and truly and faithfully perform the trust reposed in him under the said Deed of Trust, 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 ATTORNEY ATTACHED

Signed, sealed and delivered in the presence of:

Judy Bowers

Gerard R. Vetter
Gerard R. Vetter

Richard M. Kremen

THE ÆTNA CASUALTY AND SURETY COMPANY

Vergennia M. Huntley
Vergennia M. Huntley

Steven D. Willis, Attorney-in-fact

Surety approved and bond filed June 18, 1985

CLERK CIRCUIT COURT
1985 JUN 18 AM 9:11
QUEEN ANNE'S COUNTY

18 PAGE 229

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM No. 3, folio 704, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 19th day of June, 1985

Marguerite W. Mankin

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

DOCUMENT NO. 123454

18 JAN 229
LIBER 232 331

DEED OF REMOVAL AND APPOINTMENT OF SUBSTITUTE TRUSTEES

WHEREAS, on March 6, 1978, William E. Kerr and Joanne Kerr, his wife, executed, acknowledged and delivered a Deed of Trust to Walter D. Stockbridge and Jack Wallace, as Trustees, recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 132, page 243, to secure prompt payment of a certain note of even date (the "Note"), the holder of the Note being Maryland National Bank.

WHEREAS, said Deed of Trust states in part:

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

RECEIVED
CLERK'S OFFICE
1985 MAY 28 AM 10 02
QUEEN ANNE'S COUNTY

NOW THEREFORE, pursuant to the authority contained in said Deed of Trust, this instrument witnesseth that the holder of the Note, Maryland National Bank, hereby removes Walter D. Stockbridge and Jack Wallace, as Trustees and substitutes and appoints Gerard R. Vetter and Richard M. Kremen as Substitute Trustees with the same title, power and duties to act as Substitute Trustees in any manner permitted by said Deed of Trust.

WITNESS my hand and seal this 16 day of May, 1985.

MISC 00
RECD FEE 13.00

ATTEST:

Dennis M. Miller
Construction Finance Officer

MARYLAND NATIONAL BANK

By: Albert J. Markiewicz
Albert J. Markiewicz
Mortgage Collection Officer

STATE OF MARYLAND)
) SS:
COUNTY OF BALTIMORE)

I HEREBY CERTIFY that on this 16th day of May, 1985, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Albert J. Markiewicz who acknowledged himself to be the Mortgage Collection Officer of Maryland National Bank, a national banking association, and that he, as such being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the national banking association by himself as Mortgage Collection Officer.

AS WITNESS my hand and Notarial Seal.

FILED

JUN 24 1985

CIRCUIT COURT
QUEEN ANNE'S CO.

Notary Public

My Commission Expires: 7/1/86

GERARD R. VETTER and RICHARD M. KREMEN SUBSTITUTE TRUSTEES	*	IN THE
	*	CIRCUIT COURT
Plaintiffs	*	FOR
v.	*	QUEEN ANNE'S COUNTY
WILLIAM E. KERR and JOANNE KERR	*	Civil Action No.:
	*	
Defendants	*	85-00308

* * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Gerard R. Vetter and Richard M. Kremen, Substitute Trustees, appointed pursuant to the Deed of Removal and Appointment of Substitute Trustees in the above-entitled cause, to make sale of the property mentioned in the proceedings, known as Lot No. 51 of the "Duck's Neck" Subdivision, Chestertown, Queen Anne's County, Maryland, respectfully shows, that after giving bond with security for the faithful discharge of their trust and having given notice of the time, place, manner, and terms of sale, by advertisements inserted in The Record-Observer, a local newspaper published in Queen Anne's County, at least once in each week for three successive weeks, the first such publication being not less than 15 days prior to sale and the last such publication being not more than one week prior to sale, said Substitute Trustees did, pursuant to said notice, on Thursday, June 20, 1985, at 11:30 A.M., on the premises, sell said fee simple property to

CLERK, CIRCUIT COURT
1985 JUN 27 AM 10:41
QUEEN ANNE'S COUNTY

Ruth F. Murdoch for the sum of Fourteen Thousand Two Hundred Dollars ($14,200.00), said amount being the highest amount bid therefor at that sale.

Respectfully submitted,

Gerard R. Vetter

Gerard R. Vetter

Richard M. Kremen

STATE OF MARYLAND)
) TO WIT:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 26TH day of June, 1985, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the jurisdiction aforesaid, personally appeared Gerard R. Vetter and Richard M. Kremen, 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.

Joanne L. Schlueter
Notary Public
My Commission Expires: 7/1/86

SEMMES, BOWEN & SEMMES
10 Light Street
Baltimore, Md 21202

18 PAGE 232

GERARD R. VETTER and RICHARD M. KREMEN SUBSTITUTE TRUSTEES	*	IN THE
	*	CIRCUIT COURT
Plaintiffs	*	FOR
v.	*	QUEEN ANNE'S COUNTY
WILLIAM E. KERR and JOANNE KERR	*	Civil Action No.:
Defendants	*	85-00308

* * * * * * * *

AFFIDAVIT UNDER RULE W74(a)(2)(c)

STATE OF MARYLAND)
) TO WIT:
City OF BALTIMORE)

I HEREBY CERTIFY that on this 26TH day of June, 1985, before me, the Subscriber, a Notary Public of the State of Maryland, personally appeared Gerard R. Vetter, one of the Substitute Trustees in the above-entitled case, and made oath in due form of law that, on June 7, 1985, he caused to be mailed, by certified and regular mail to the Mortgagors at the Mortgagors' last known address, a notice of the time, place, and terms of sale.

AS WITNESS my hand and Notarial Seal.

Joanne L. Schlueter
Notary Public
My Commission Expires: 7/1/86

CLERK'S OFFICE
1985 JUN 27 AM 10:41
QUEEN ANNE'S COUNTY

18 MG 233

GERARD R. VETTER and
RICHARD M. KREMEN
SUBSTITUTE TRUSTEES

Plaintiffs

v.

WILLIAM E. KERR and
JOANNE KERR

Defendants

IN THE

CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

CASE NO. 85-00308

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

I HEREBY CERTIFY that on this 20th day of June, 19 85 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ruth F. Murdoch

Purchaser at the foreclosure sale in this cause, and made oath in due form of law that She is/~~are~~ the Purchaser~~(s)~~ and purchased same as principal ~~or as agent for Ruth F. Murdoch~~ RFM

and that She has/~~have~~ not directly or indirectly discouraged anyone from bidding on the said property known as Lot No. 51, Merganser Dr., Duck's Neck Subdivision, Chestertown, MD mentioned in the said Report of Sale.

Ruth F Murdoch
PURCHASER

Stephen L Wilcoxson
NOTARY PUBLIC

STEPHEN L. WILCOXSON NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD.

MY COMMISSION EXPIRES July 1, 1986

1985 JUL 27 [illegible]
QUEEN ANNE'S COUNTY

18 PAGE 234

AUCTIONEER'S AFFIDAVIT

Re: Lot No. 51 Merganser Drive
Queen Anne's County
Chestertown, MD

Stephen L. Wilcoxson, Licensed Auctioneer and Representative of Atlantic Auctions Inc., does hereby give his affidavit to the effect that he has not been paid, and will not pay, directly or indirectly, anything for employing or for aiding to employ him to conduct this auction sale referred to above, and further that no payments have been made, or will be made in connection with such sale, except for those set forth in detail in his said invoice for services.

Stephen L. Wilcoxson, Auctioneer
For Atlantic Auctions, Inc.

I hereby certify that on this 20th day of June , 1985, did personally appear Stephen L. Wilcoxson for and on behalf of Atlantic Auctions, Inc. and made the oath stated above.

NOTARY PUBLIC

ROBYN J. HARDY NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

My Commission Expires July 1, [illegible]

1985 JUN 27 AM 10:41
QUEEN ANNE'S COUNTY

ATLANTIC AUCTIONS INC

701 North Paca Street • Baltimore, Maryland 21201

BALTO. (301) 523-5100
D.C. AREA 621-5014

Gerard R. Vetter, Esquire
Semmes, Bowen & Semmes
10 Light Street
Baltimore, Maryland 21202

Re: RD #1, Box 261-A
Duck Necks Subdivision
Queen Anne's County
Chestertown, Maryland

Sales Price - $14,200.00
Purchaser - Ruth F. Murdock
RD #3
Centreville, Maryland 21617

Deposit Proceeds - - - - - - - - - -		$2,000.00
Less Expenses:		
Advertising -		
Queen Anne's Record - -	$258.75	
Sunpaper - - - - - - -	163.50	
Star Democrat - - - - -	56.40	
Auctioneers Fee - - - - -	200.00	
Total Expenses - - - - - - - - - -		678.65
Net Proceeds - Check Enclosed - - - -		$1,321.35

18 AGT 236

Centreville, Md. 6/19 19 85

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 20th day of June 19 85. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 5th day of June 19 85, and the last insertion on the 19th day of June 19 85.

Publishers, Record Observer

Per Dorothy R. Norman

Filed June 27, 1985

Semmes, Bowen & Semmes, Attorneys
10 Light Street
Baltimore, Maryland 21202

Substitute Trustee's Sale

VALUABLE FEE SIMPLE DWELLING
LOCATED ON MERGANSER DRIVE
DUCK'S NECK SUBDIVISION
QUEEN ANNE'S COUNTY
CHESTERTOWN, MARYLAND 21620

By virtue of the power of sale contained in a certain Deed of Trust from William E. Kerr and Joanne Kerr, his wife, to the Trustees named therein, dated March 6, 1978, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 132, Folio 243, the holder of the indebtedness secured by said Deed of Trust having appointed Gerard R. Vetter and Richard M. Kremen, Substitute Trustees by instrument duly executed, acknowledged and recorded among the land records of the County aforesaid and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction, on the premises, on

Thursday
June 20, 1985

at 11:30 A.M.

All that place, parcel or tract of land situate, lying and being in the Seventh Election District of Queen Anne's County, being more particularly described as Lot No. 51 as shown on a plat of Section 1 of "Duck's Neck", said plat being prepared by J. R. McCrone, Jr., Inc., dated October, 1963 and recorded among the Land Records for Queen Anne's County, Maryland in Liber T.S.P. No. 1, Folio 96.

Improved by a one-story mobile home dwelling containing foyer, living room, kitchen, 3 bedrooms, 1½ baths, oil heat, well, and septic system. Lot size: 100' x 220'.

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.

TERMS OF SALE

A deposit of $2,000.00, payable in cash or certified check, will be required of the purchaser at time and place of sale. Balance due in cash or certified check within 15 days following final ratification of sale by the Circuit Court for Queen Anne's County. Interest to be paid by the purchaser on the unpaid purchase money, at the rate of 10% per annum, from day of sale (June 20, 1985) to day of settlement. Taxes to be adjusted to day 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 day of sale and assumed thereafter by the purchaser. Cost of all documentary stamps, recordation taxes and transfer taxes to be paid by the purchaser.

The purchaser shall comply with these terms of sale within the time aforesaid; otherwise, in addition to any other remedies available to the Substitute Trustees at law or in equity, the Substitute Trustees may, at their election, declare the deposit forfeited and resell the premises at the risk and expense of the defaulting purchaser. In such event, the defaulting purchaser shall be liable for the payment of any deficiency plus all costs and expenses of both sales.

For directions and an opportunity to inspect the property, contact auctioneer.

Gerard R. Vetter
Richard M. Kremen
Substitute Trustees

ATLANTIC AUCTIONS, INC. -- AUCTIONEERS
701 N. Paca Street
Baltimore, Maryland 21201
(301) 523-5100

RB-6-5-X-013

18 Act 237

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

GERARD R. VETTER and RICHARD M. KREMEN, Substitute Trustees

vs.

WILLIAM E. KERR and JOANNE KERR

Civil No. 85-00308

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 27th day of June, 1985 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin,
Clerk

Filed: June 27, 1985

18 PAGE 238

Centreville, Md. 7/17 19 85

RECEIVED
CLERK, CIRCUIT COURT
1985 AUG -1 PM 4:09
QUEEN ANNE'S COUNTY

We Hereby Certify

That the annexed advertisement of

Ratification - Kerr

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 Aug. 19 85. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 3rd day of July 19 85, and the last insertion on the 17th day of July 19 85.

Publishers, Record Observer

Per Dorothy R. Rowe

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
GERALD R. VETTER and RICHARD M. KREMEN
Substitute Trustees
vs.
WILLIAM E. KERR and JOANNE KERR
CIVIL ACTION NO. 85-C0003
NOTICE REGARDING RATIFICATION OF SALE

ORDERED, this 27th day of June, 1985, that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Merguerit W. Menkin, Clerk
True Copy, Test:
Merguerite W. Menkin, Clerk
By: Betty M. Comegys, Deputy Clerk

Filed June 27, 1985
RB-7-3-31-08

) 18 AG 239 (

GERARD R. VETTER and RICHARD M. KREMEN, Substitute Trustees	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
WILLIAM E. KERR and JOANNE KERR	:	CIVIL NO. 85-00308

FINAL RATIFICATION OF SALE
AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Notice of the Clerk of this Court, it is

ORDERED, by the Circuit Court for Queen Anne's County, this 5th day of August, 1985, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.

2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.

3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.

4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.

Clayton C. Carter
Judge

Distribution:
File
Fiduciary(s)
Court Auditor

RECEIVED
CLERK, CIRCUIT COURT
1985 AUG -5 PM 2:32
QUEEN ANNE'S COUNTY

18 AUD 241

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

GERARD R. VETTER et al. :
:
v. : Civil #85-00308
:
WILLIAM E. KERR et ux. :
:

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$ 14,200.00	
Interest on $ 12,200.00 @ 10% from 06/20/85 to 08/20/85 61 days @ $ 3.3424 per day		203.89	
Real property taxes includes redemption from tax sale from 06/01/84 to 06/20/85		477.24-	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 13,926.65
COMMISSIONS, to Fiduciaries		$ 860.00-	
EXPENSES OF SALE			
Court costs	$ 216.50-		
Advertising			
Notices of sale			
Record-Observer	258.75-		
Sunpapers	163.50-		
Star Democrat	56.40-		
Report of sale	78.75-		
Bond premium	80.00-		
Auctioneer's fee [Note A]	35.50-		
Certified mail	3.71-	893.11-	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 65.00-		
Postage & copies	1.73-	66.73-	1,819.84-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 12,106.81

RECEIVED
CLERK CIRCUIT COURT
1985 SEP 13 PM 4:08
QUEEN ANNE'S COUNTY

INDEBTEDNESS DUE UNDER DEED OF TRUST		
Per Statement of Debt		
Principal	$ 15,057.60-	
Interest to 05/17/85	1,572.74-	
Late charges	101.40-	
Interest on principal @ 9% 05/18/85 to 08/19/85 94 days [Note B]	322.42-	$ 17,054.16-
AVAILABLE FOR DISTRIBUTION, as above		12,106.81
DEFICIT		$ 4,947.35-

Note A: Maximum allowable under Second Circuit Rule BR 8 f without order of Court.

Note B: The Statement of Debt indicates that the per diem interest is $3.43. Assuming that the interest rate is 9%, as set forth in the Note of March 6, 1978, filed as Exhibit B, and that the principal due is $15,057.60, it would seems that the per diem should be $3.71. Since the Suggested Account also employs the $3.43 figure, that has been used here.

N O T I C E

The attached Account was filed on September 13, 1985. 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 Civil Cause #85-00308. 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 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 persons on September 13, 1985:

Gerard R. Vetter, Esquire
Semmes, Bowen & Semmes
10 Light Street
Baltimore, Maryland 21202

William E. Kerr *
Post Office Box 163
Kenton, Delaware 19955

Joanne Kerr *
1042 Lincoln Avenue
Prospect Park, Pennsylvania 19076

* Address furnished by Fiduciaries

John W. Sause, Jr.
Auditor

18 PAGE 243

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

GERARD R. VETTER et al. :
:
v. : Civil #85-00308
:
WILLIAM E. KERR et ux. :

: : : : :

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate 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 25th day of September, 1985,

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. Carlen
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1985 SEP 26 AM 10: 23
QUEEN ANNE'S COUNTY

18 PAGE 244

VACHEL A. DOWNES, JR. Assignee of Mortgagees 115 Lawyers Row Centreville, Maryland 21617	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY SITTING IN EQUITY
v.	:	NO. 7325
JOHN DALKOWSKI 8500 Coastal Highway Apartment 1307 Ocean City, Maryland 21842	:	

ORDER TO DOCKET SUIT

FEB 24-83 * 25554 ****** 00
FEB 24-83 A 92[illegible] ****** 00

TO: MARGUERITE W. MANKIN, CLERK:

Madam Clerk: You will please docket suit as per the above titling for foreclosure of (a) first mortgage from John Dalkowski to Milton E. Kettler and Barbara W. Kettler, wife, as tenants by the entireties, dated March 30, 1981, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 174 folio 376, the said Milton E. Kettler having heretofore departed this life vesting title in Barbara W. Kettler, his widow, and the said Barbara W. Kettler having duly assigned the said mortgage to Kettler Brothers, Inc., by assignment dated December 27, 1982, heretofore recorded among the Land Records of Queen Anne's County; and (b) second mortgage from John Dalkowski to Kettler Brothers, Inc., dated July 1, 1982, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 186 folio 818; both of said mortgages having been duly assigned by Kettler Brothers, Inc., unto Vachel A. Downes, Jr., for purposes of foreclosure by assignment dated December 27, 1982, and heretofore recorded among the Land Records of Queen Anne's County; default having occurred in the terms thereof by reason of non-payment of principal and interest payable under the terms of both said mortgages after demand therefor was made; and you will file herewith a certified copy of said mortgages and each of them and said assignments and each of them and the accompanying affidavit.

RECEIVED
CLERK, CIRCUIT COURT
1983 FEB 24 PM 1:49
QUEEN ANNE'S COUNTY

Vachel A. Downes, Jr.
Vachel A. Downes, Jr.
Substitute Trustee
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0680

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 24th day of February, 1983, before me, the subscriber, a Notary Public as aforesaid,

personally appeared Vachel A. Downes, Jr., Assignee, and made oath in due form of law to the best of his knowledge, information and belief that John Dalkowski resides at 8500 Coastal Highway, Apartment 1307, Ocean City, Maryland, 21842, and that he is not now in the military service of the United States of America as defined by the Soldier's and Sailor's Civil Relief Act of 1940, with amendments thereto, of Chapter 710 of the Laws of Maryland of 1941, nor has he been in such military service within three months prior hereto, nor is he in the military service of any nation allied with the United States, nor has said defendant been ordered to report induction under the Selective Training and Service Act of 1940 as amended, nor is said defendant a member of the Enlisted Reserve Corps who has been ordered to report for military service.

WITNESS my hand and Notarial Seal.

Judith C. Cooley
NOTARY PUBLIC

My Commission Expires: July 1, 1986

T-15 DOCUMENT NO. 105 462 LIBER 174 FACE 376

G-8048

PURCHASE MONEY

This Mortgage, made this 30th day of March

in the year one thousand nine hundred and eighty-one, by and between John Dalkowski, party of the first part, Mortgagor; and Milton E. Kettler and Barbara W. Kettler, his wife, parties of the second part, Mortgagees.

WHEREAS, the said Mortgagor stands justly indebted unto the said Mortgagees in the full and just sum of Twenty-eight thousand and 00/100 ($28,000.00) Dollars being cash money this day loaned and advanced by the latter to the former (and being used and applied as a part of the purchase price for the property hereinafter described), which said principal sum of money, together with interest to accrue on unpaid balances thereof at the rate of eleven per centum (11 %) per annum the said Mortgagor hereby covenants and agrees to repay unto the said Mortgagees in monthly installments of Two hundred eighty-eight and 96/100 ($288.96) Dollars each, beginning on the first day of May, 1981, and continuing on the first day of each month thereafter until the first day of April, 1986, when the balance of the principal indebtedness then unpaid shall become due and payable; said monthly installments of Two hundred eighty-eight and 96/100 ($288.96) Dollars each to be applied first to the payment of interest at the rate of eleven per centum (11 %) per annum aforesaid, and secondly, toward the reduction of the principal indebtednes hereby secured; both principal and interest being payable in lawful money of the United States of America; and

WITH the privilege, however, to the said Mortgagor, his personal representatives and assigns, before maturity hereof or default hereunder, of prepaying the principal indebtedness in whole or in part at any time, without penalty; and

WHEREAS, it was a condition precedent to the granting of the aforesaid loan that it be secure by this Mortgage, wherefore these presents are executed.

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 said Mortgagor does hereby grant and convey unto the Mortgagees, their personal representatives and assigns, all that lot or parcel of land situate, lying and being on Kent Island, in the Fourt Election District of Queen Anne's County, State of Maryland, and described as follows, that is to say:

BEGINNING for the same and being known and designated as Lot No. 20, as shown on a certain plat entitled "Plat 3 of 10, Cove Creek Club, Queen Anne's County, Maryland", dated September, 1979, by Dewberry, Nealon and Davis, registered engineers and surveyors, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 156 folio 60, and in Plat Book C.W.C. No. 4 folio 24.

BEING the same lot which by Deed dated of even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Queen Anne's County, was granted and conveyed by Milton E. Kettler and Barbara W. Kettler, his wife, by Terry L. Babb, her Attorney-in-Fact, to the within Mortgagor.

RECEIVED
CLERK'S OFF.
1981 APR 20 PM 1:37
QUEEN ANNE'S COUNTY

APR 20 81 * 21602
APR 20 81 A 21602

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 Michael U. 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 ($300.)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 asigns, 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 eleven per centum (11 %) per annum. And upon any default in any of the covenants of this mortgage, the mortgagee shall be entitled, without notice to the mortgagor, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

Should the title or the equity of redemption in the property hereinbefore described be acquired, in whole or in part, by voluntary or involuntary deed, grant or assignment, by any persons, firm or corporation, or should the mortgagor be declared insolvent or bankrupt, then this Mortgage shall be in default and the balance then due or to become due shall, at the election of the mortgagee, be immediately due and payable, unless such voluntary deed, grant or assignment shall first be consented to by the mortgagee herein.

And the said mortgagor on behalf of himself and his heirs, personal representatives, successors or assigns, covenants to pay the mortgage debt and interest thereon and to keep the improvements on the land insured against loss by fire and other hazards as required by the mortgagee, his heirs, personal representatives, successors or assigns in an insurance company or companies acceptable to, and in an amount approved by, the said mortgagee, and to cause the policy or policies to be so framed or indorsed as in case of fire or other loss to inure to the benefit of the said mortgagee, his heirs, personal representatives, successors or assigns, to the extent of the lien or claim under this mortgage, and to deliver the policy or policies to the mortgagee, to be kept by the mortgagee. And in the event of any loss by fire or other hazard the insurance company or companies are hereby directed by the mortgagor to make payment for such loss to the mortgagee only, and not to the mortgagor and mortgagee jointly; such payment to the mortgagee shall be applied to the extinguishment of the principal, interest and expenses secured by this mortgage, whether then due or not, but shall not exceed the amount payable under this mortgage, or such money so payable may, with the consent of the mortgagee, be applied to the repairing of the premises damaged. And the said mortgagor also covenants and agrees that no fire or other hazard insurance shall be effected or remain in force on the hereby mortgaged property except as provided for herein. And the said mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the said Mortgagor.

~~WITNESS the corporate seal of the said Mortgagor, and the signature of its Vice President.~~

TEST:

Melicent M. Fidler (SEAL)

Melicent M. Fidler John Dalkowski

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 30th day of March 1981, before me, a Notary Public of said State, personally appeared

John Dalkowski

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, in my presence, signed and sealed the same and acknowledged that he executed the same for the purposes therein contained. ~~as the duly authorized Vice President of said corporation by signing the name of the corporation by himself as Vice President.~~

At the same time, also appeared Michael U. Gisriel, Esquire the

Agent, of the party secured by the aforegoing Mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; that 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.

Melicent M. Fidler Notary Public

Melicent M. Fidler

My Commission Expires: July 1, 1982

18 AD 249

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM 174, folio 376, 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 February, 1983.

Marguerite W. Mankin

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

Severna Park Md.

18 250

DOCUMENT NO. 109,437 LIBER 186 PAGE 818

NO TITLE EXAMINATION

MORTGAGE — INDIVIDUAL — FEE OR LEASEHOLD — MONTHLY PAYMENT — PRINCIPAL, INTEREST AND EXPENSES

THIS MORTGAGE, is made this 1ST day of July, 1982,

by and between John Dalkowski, by Michael U. Gisriel, his attorney-in-fact

party of the first part, hereinafter referred to as Mortgagor, ~~whose address is~~:

and Kettler Brothers, Inc.,

JUL-9-82 * 26105 *****59.10
JUL-9-82 A 26105 *****39.60
JUL-9-82 A 26104K*******.50
JUL-9-82 A 26103 *****19.00

party of the second part, hereinafter referred to as Mortgagee, ~~whose address is~~

WHEREAS, Mortgagor is bona fide indebted to Mortgagee in the sum of NINE THOUSAND AND NO/100

Dollars ($ 9,000.00) 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 SIXTEEN percent (16.00 %) per annum, ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~ any balance of principal or interest due or unpaid on the 2nd day of June, 19 83, shall be due and payable on said date;

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CLERK, CIRCUIT COURT
1982 JUL -9 PM 1:44
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/~~[illegible]~~, all that lot(s) of ground and premises situate and lying in Queen Anne's County State of Maryland, and described as follows, that is to say:

BEGINNING for the same and being known and designated as Lot No. 20, as shown on a certain plat entitled "Plat 3 of 10, Cove Creek Club, Queen Anne's County, Maryland", dated September, 1979, by Dewberry, Nealon and Davis, registered engineers and surveyeors, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 156 folio 60, and in Plat Book C.W.C. No. 4 folio 24.

BEING the same property described in a Deed dated March 30, 1982, and recorded in Liber 174 folio 374, which was granted and conveyed by Milton E. Kettler and Barbara W. Kettler, his wife, by Terry L. Babb, her Attorney-in-Fact unto the said John Dalkowski, Mortgagor within.

Subject to Purchase Money Mortgage dated March 30, 1981, and recorded in Liber 174 folio 376, from John Dalkowski unto Milton E. Kettler and Barbara W. Kettler, his wife, in the principal amount of $28,000.00.

SEE ALSO POWERS OF ATTORNEY dated June 18, 1982, and recorded prior hereto.

[illegible]

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 [illegible]

PROVIDED, that if the said Mortgagor shall well and truly pay or cause to be paid the aforesaid principal sum of NINE THOUSAND AND NO/100 Dollars and no Cents ($ 9,000.00), 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, [illegible]

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 Vachael Downes 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 Ninety Dollars ($ 90.00) for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee hereunder, whether the same shall have matured or not, including interest thereon until the final ratification of the final Auditor's Account in the foreclosure proceedings; (3) and the balance if any, to the said Mortgagor, or to whomever may be entitled to same. And in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof, the Mortgagor hereby covenants to pay also, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland and a counsel fee of Ninety Dollars ($90.00); 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 Mortgage of the said insurance proceeds to the reconstruction of the improvements on the mortgage property;

(3) To pay all taxes, water and sewer charges and other public dues and assessments of every kind whatsoever for which the property hereby mortgaged may become liable, and to pay all ground rent, if any, when and as the same shall become due and payable and to deposit receipts for the same with the Mortgagee within 30 days after the due date for such payments;

~~(4) To pay to the Mortgagee, on the same date upon which the payment on account of principal and interest are made,~~ for the purpose of establishing a fund to assure the payment of the taxes, water and sewer charges, and other public dues and charges, the ground rent, if any, the premiums on the policies of fire and extended coverage and any other obligations for which the above-described property may become liable, one-twelfth ($\frac{1}{12}$th) of the yearly aggregate of such payments as estimated by the Mortgagee. Said amounts so paid to the Mortgagee shall be held by the Mortgagee in trust solely for the purposes indicated and the funds may be commingled with other funds of the Mortgagee, such deposit as herein required shall be known as "Expense Account." The Mortgagee shall credit to said Expense Account interest thereon at the prevailing annual rate for savings accounts or percent (%) computed on the average monthly balance accrued in such Expense Account. In the event the Mortgagor fails to provide sufficient funds to pay said expenses, the Mortgagee is hereby authorised to pay said expenses, and the amount so paid shall then be added to the principal debt herein and shall bear interest at the rate hereinbefore stated as the interest payable on the principal debt, from the date of such payment or payments, and said Mortgagee shall have a lien under this Mortgage on the premises hereinbefore described for the amount or amounts so paid, together with the interest thereon as herein stated upon the principal debt. Failure to establish and maintain the aforesaid expense account for the payment of the aforesaid expenses shall, at the option of the Mortgagee, constitute a default in this ~~Mortgage, for which foreclosure of this Mortgage may be instituted.~~

(5) Not to permit, commit or suffer to be committed any waste, impairment or deterioration of said above described property or any part thereof; and

(6) To pay a late charge not to exceed the greater of Two Dollars ($2.00) or one twentieth ($\frac{1}{20}$th) of the total amount of any delinquent or late periodic installments of principal and interest which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof.

It is further agreed between the parties:

1. Each monthly payment made by the Mortgagor and paid to the Mortgagee, where the amount or amounts shall not be equal to the required monthly payments of principal, interest ~~and the Expense Account~~ shall be applied as follows: First: To the payment of the interest due on the date of said payment; Second: Any balance remaining shall be credited on account of the unpaid principal due as of such date; ~~[illegible]~~

2. The holder of this mortgage, in any action to foreclose the same, shall be entitled, without regard to the adequacy of the security for the debt, to have a receiver appointed by the Court to collect the rents and profits of said property and account therefor as the Court may direct.

3. Should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or conveyed or encumbered in any manner, without the Mortgagee's, or other holder of this Mortgage, consent in writing or should the Mortgagor, or any one or more of the Mortgagor group, if more than one, be declared insolvent or bankrupt, then the balance then due or to become due on said principal indebtedness shall, at the option of the Mortgagee, become due and payable and constitute a ground of foreclosure if not paid on demand.

4. At the option of the Mortgagee, the entire indebtedness then unpaid and secured hereby shall become due and payable after a default in the payment of any monthly installment of principal or interest, as herein provided, ~~[illegible]~~ in the performance of any of the covenants or conditions hereof ~~[illegible]~~

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 authorised 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 S. Dalkowski, by Michael U. Gisriel, his attorney in fact (SEAL)

John Dalkowski, by Michael U. Gisriel, his attorney-in-fact (SEAL)

(ACKNOWLEDGMENT ON FOLLOWING PAGE)

STATE OF MARYLAND, COUNTY 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, as attorney-in-fact for John Dalkowski 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

and made oath in due form of law that he is the agent of the party/parties secured by the aforegoing mortgage, that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth; and that the amount of the loan which the aforegoing mortgage has been given to secure was paid over and disbursed by the party secured by the mortgage, to either the borrower or the person responsible for disbursement of funds in the closing transaction, or their respective agent, at a time no later than the execution and delivery of the mortgage by the borrower.

AS WITNESS my hand and notarial seal.

Margaret Mitchell
Margaret Mitchell Notary Public

My commission expires:

7-1-86

STATE OF MARYLAND, COUNTY OF : 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 Charles V. Phillips, Jr. whose made oath in due form of law that he is the agent of the party secured by the aforegoing mortgage, that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth; and that the amount of the loan which the aforegoing mortgage has been given to secure was paid over and disbursed by the party secured by the mortgage, to either the borrower or the person responsible for disbursement of funds in the closing transaction, or their respective agent, at a time no later than the execution and delivery of the mortgage by the borrower.
AS WITNESS my hand and notarial seal.

Frances C Wagner
Notary Public

FRANCES C. WAGNER NOTARY PUBLIC ANNE ARUNDEL CO., MD.

My Commission expires: 7/1/86

18 PAGE 254

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM 186, folio 818, 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 February, 1983.

Marguerite W. Mankin

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

18 255

VACHEL A. DOWNES, JR. Assignee	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
v.	:	SITTING IN EQUITY
JOHN DALKOWSKI	:	NO. 7325
	:	

AFFIDAVIT

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S to wit:

I HEREBY CERTIFY, that on this 24th day of February, 1983, before me, the subscriber, a Notary Public as aforesaid, personally appeared Vachel A. Downes, Jr., Assignee, and made oath in due form of law to the best of his knowledge, information and belief that due notice of the intent of the lender to accelerate all monies due under said mortgages recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 174 folio 376 and Liber M.W.M. No. 186 folio 818, per the terms thereof.

Judith C Cowley
NOTARY PUBLIC

My Commission Expires: July 1, 1986

18 MSA 256

VACHEL A. DOWNES, JR. Assignee	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
v.	:	SITTING IN EQUITY
JOHN DALKOWSKI	:	NO. 7325
	:	

STATEMENT OF INDEBTEDNESS
OF FIRST MORTGAGE

Principal balance and accrued but unpaid interest to date of last payment on August 3, 1982	$28,043.76
Interest, 11%, August 3, 1982 to February 28, 1983	1,768.14
TOTAL as of February 28, 1983	$29,811.90

Per diem interest $8.46

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

I HEREBY CERTIFY, that on this 24th day of February, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Assignee, and made oath in due form of law under the penalties of perjury, that the matters and facts set forth in the aforegoing Statement of Indebtedness are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Judith C. Crowley
NOTARY PUBLIC

My Commission Expires: July 1, 1986

18 MSA 257

VACHEL A. DOWNES, JR. Assignee	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
v.	:	SITTING IN EQUITY
JOHN DALKOWSKI	:	NO. 7225
	:	

STATEMENT OF INDEBTEDNESS
AS TO SECOND MORTGAGE

Principal unpaid balance of indebtedness dated July 1, 1982	$9,000.00
Interest from July 1, 1982 to February 28, 1983, at 16%	960.00
Total due as of February 28, 1983	$9,960.00

Per diem rate of interest $3.95

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

I HEREBY CERTIFY, that on this 24th day of February, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Assignee, and made oath in due form of law under the penalties of perjury, that the matters and facts set forth in the aforegoing Statement of Indebtedness are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Judith C Coulter
NOTARY PUBLIC

My Commission Expires: July 1, 1986

| 18 PAGE 258 |

VACHEL A. DOWNES, JR. Assignee	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
v.	:	SITTING IN EQUITY
JOHN DALKOWSKI	:	NO. 7325
	:	

AFFIDAVIT

I HEREBY CERTIFY, that on this 24th day of February, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, personally appeared Vachel A. Downes, Jr., Assignee, and made oath in due form of law that a title examination of the property in these proceedings disclosed junior encumbrances upon said lands, and/or judmgnet or similar lien holders, but no such holder of any such subordinate interest is entitled to notice by the Laws of Maryland or the Maryland Rules of Procedure by and under Rule W74 (2)(c)(iii).

SUBSCRIBED and sworn to before me, the undersigned, this 24th day of February, 1983.

Judith C Couley
NOTARY PUBLIC

My Commission Expires: July 1, 1986

DOCUMENT NO. 11,545

18 FOLIO 250

THIS ASSIGNMENT made this 27 day of December, 1982 by and between BARBARA W. KETTLER, of the first part; and KETTLER BROTHERS, INC., of the second part;

WITNESSETH: that for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part, Barbara W. Kettler does hereby grant, convey and assign unto Kettler Brothers, Inc., its successors and assigns, all right, title, interest and estate in and to a certain mortgage from John Dalkowski unto Milton E. Kettler and Barbara W. Kettler, wife, dated March 30, 1981, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 174 folio 376; the said Milton E. Kettler having heretofore departed this life vesting ownership solely in Barbara W. Kettler.

AS WITNESS the hand and seal of said Assignor.

WITNESS:

Barbara W. Kettler (SEAL)
BARBARA W. KETTLER

FEB 22-83 * 25512 ******* 50
FEB 22-83 A #25512* ******* 50
FEB 22 83 A #25511 ******* 00

STATE OF MARYLAND

COUNTY OF Queen Anne's TO WIT:

I HEREBY CERTIFY, that on this 27 day of Dec, 1982, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, personally appeared Barbara W. Kettler and she did acknowledge the aforegoing instrument to be her act.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: 7-1-86

RECEIVED
CLERK, CIRCUIT COURT
1983 FEB 22 AM 10:51
QUEEN ANNE'S COUNTY

LIBER 193 FOLIO 447

DOCUMENT NO. 11316 LIBER 193 FOLIO 448

THIS ASSIGNMENT, made this 27th day of December, 1982, by and between KETTLER BROTHERS, INC., of the first part; and VACHEL A. DOWNES, JR., of the second part;

WITNESSETH: that for and in consideration of certain benefits and advantages to accrue to each of the parties hereto, the said party of the first part, Kettler Brothers, Inc., does hereby assign unto Vachel A. Downes, Jr., for purposes of collection by foreclosure all its right, title, interest and estate in and to the following mortgages, to wit:

(a) Purchase money mortgage from John Dalkowski to Milton E. Kettler and Barbara W. Kettler, wife, dated March 30, 1981, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 174 folio 376, duly assigned to Kettler Brothers, Inc., by assignment dated the 27th day of December, 1982, and recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto; and

(b) Mortgage from John Dalkowski to Kettler Brothers, Inc., dated July 1, 1982, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 186 folio 818.

AS WITNESS the hand of Charles V. Phillips, Jr., Exec. Vice President of Kettler Brothers, Inc., and its corporate seal hereto affixed.

ATTEST:

Phyllis Bowman
Secretary

KETTLER BROTHERS, INC.

BY: Charles V. Phillips Jr.
Executive Vice President

STATE OF MARYLAND

COUNTY OF Montgomery TO WIT:

I HEREBY CERTIFY, that on this 27th day of December, 1982, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Montgomery, personally appeared Charles V. Phillips, Jr., who did acknowledge himself to be the Ex. Vice President of Kettler Brothers, Inc., and that he as such Ex. Vice President, being authorized so to do, did execute the aforegoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Terry L. Webb
NOTARY PUBLIC

My Commission Expires: 7-1-86

RECEIVED
CLERK, CIRCUIT COURT
1983 FEB 22 AM 10 51
QUEEN ANNE'S COUNTY

18 PAGE 261

BOND

7325

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

KNOW ALL MEN BY THESE PRESENTS: that we, Vachel A. Downes, of Queen Anne's County, State of Maryland, as Principal, and the Selected Risks Insurance 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 Five Thousand---------- DOLLARS ($ 5,000.00), current money of the United States of America, to be paid unto the State of Maryland, or its certain attorney, to which payment will and truly to be made and done, we bind ourselves and each of our heirs, executors and administrators, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this 31 day of March, 1983.

WHEREAS, by mortgages from John Dalkowski to (a) Milton E. Kettler, et. ux., dated March 20, 1981, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 174 folio 376, and (b) Kettler Brothers, Inc., dated July 1, 1982, recorded as aforesaid in Liber M.W.M. No. 186 folio 818, both mortgages having been duly assigned unto Vachel A. Downes, Jr., for purposes of foreclosure.

WHEREAS, Vachel A. Downes, Jr., is the Assignee of said mortgages for purpose of collection and foreclosure;

WHEREAS, the above bounded, Vachel A. Downes, Jr., Assignee, is about to execute the power of sale contained in the above described mortgages by making sale of the property described in, granted and conveyed by the said mortgages, default having occurred in the terms, conditions and covenants of the said mortgages by the reason of the non-payment of the principal mortgage debt named in said mortgages and by reason of the non-payment of the interest covenanted to be paid upon the said principal indebtedness by the terms of said mortgages at the times therein provided for the payment.

Now the condition of the above obligation is such, that if the above bounded, Vachel A. Downes, Jr., Assignee, does and shall, will and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of the said encumbered property, or the proceeds thereof, then the above obligation to be void; otherwise, to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Judith C Conley

Vachel A Downes J (SEAL)
Vachel A. Downes, Jr.
Assignee of Mortgage

ATTEST:

SELECTED RISKS INSURANCE COMPANY

By: Judith S. Bennett
Judith S. Bennett
Agent

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

surety approved and bond filed 3/31/83

LIBER 3 PAGE 317

18 PAGE 262

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MSM No. 3, folio 317, 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

18 MAR 283

VACHEL A. DOWNES, JR. Assignee	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
V.	:	SITTING IN EQUITY
JOHN DALKOWSKI	:	NO. 7325
	:	

AFFIDAVIT

I HEREBY CERTIFY, that on this 25 day of March, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Assignee, and made oath in due form of law that registered mail notice of the time, place and terms of sale in this cause were duly served or attempted to be servied by registered mail on John Dalkowski, at his last known address being 8500 Coastal Highway, Apartment 1307, Ocean City, Maryland, 21842, as prescribed by Rule W74 (2)(c)(i) and (ii) of the Maryland Rules of Procedure.

SUBSCRIBED and sworn to before me, this 25 day of March, 1983.

Judith C Conley
NOTARY PUBLIC

My Commission Expires: July 1, 1986

RECEIVED
CLERK. CIRCUIT COURT
1983 APR 15 PM 3:47
QUEEN ANNE'S COUNTY

12 mp 264

LAW OFFICES
DOWNES AND GREGORY
QUEEN ANNE'S BUILDING
115 LAWYERS ROW
CENTREVILLE, MARYLAND 21617

VACHEL A. DOWNES, JR.
DAVID WESTON GREGORY

(301) 758-0680
(301) 758-0737

March 17, 1983

C

Mr. John Dalkowski
8500 Coastal Highway
Apartment 1307
Ocean City, Maryland 21842

Re: Foreclosure
Lot 20, Cove Creek Club

O

Dear Mr. Dalkowski:

A suit to foreclose Lot 20, Cove Creek Club, Stevensville, Maryland, has been filed against you by reason of your default of your mortgages thereon to Milton E. Kettler, et. ux., and to Kettler Brothers, Inc.

P

The foreclosure sale is scheduled for Tuesday, April 5, 1983, at 11:00 o'clock, a.m., in front of the Courthouse Door in the Town of Centreville, Maryland.

I am enclosing copies of the proceedings filed to date, including the Statement of Indebtedness and the advertisement of sale.

Very truly yours,

Y

Vachel A. Downes, Jr.

VADjr/jcc
Enclosures

REGISTERED NO. R 050 977 101

POSTMARK OF

MAR 17 1983

MAILING OFFICE

All Entries MUST be in Ball Point Pen or Typed

POST OFFICE COMPLETION

Reg. Fee $ 3.30	Special Delivery $
Handling Charge $	Return Receipt $ .60
Postage $ .20	Restricted Delivery $
RECEIVED BY [signature]	AIRMAIL

CUSTOMER COMPLETION (Please Print)

FULL VALUE $ 100.00

FROM: Downes & Gregory
PO Box 87
Centreville Md — ZIP CODE 21617

TO: John Dalkowski
8500 Coastal Hwy Apt 1307
Ocean City Md — ZIP CODE 21842

PS FORM 3806 Sept. 1979 RECEIPT FOR REGISTERED MAIL (Customer Copy)

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

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

2. ARTICLE ADDRESSED TO: John Dalkowski

3. ARTICLE DESCRIPTION: REGISTERED NO. R050977101 | CERTIFIED NO. | INSURED NO.
(Always obtain signature of addressee or agent)
I have received the article described above.
SIGNATURE ☐ Addressee ☐ Authorized agent

4. DATE OF DELIVERY: DALKOWSKI

5. ADDRESS (Complete only if requested)

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

OCEAN CITY, MD MAR 24 1983 USPO

☆GPO : 1979-380-403

PS Form 3811, Jan. 1979 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

| 18 426 |

VACHEL A. DOWNES, JR. Assignee	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
v.	:	SITTING IN EQUITY
JOHN DALKOWSKI	:	NO. 7325
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Vachel A. Downes, Jr., Assignee, in the proceedings in said casue above mentioned, respectfully shows that after giving bond with approved security for the faithful discharge of his duties, as prescribed by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Queen Anne Record-Observer, a newspaper printed and published in Queen Anne's County, State of Maryland, for more than three (3) consecutive weeks preceding the day of sale; the said Assignee, Vachel A. Downes, Jr., did, pursuant to said notice, on April 5, 1983, at eleven o'clock, a.m., in front of the Courthouse Door, in the Town of Centreville, Queen Anne's County, Maryland, then and there sell at the public auction to the highest bidder the fee simple property mentioned and described in the advertisement of sale; said property so offered being thereby sold unto Judith C. Conley, Agent for Kettler Brothers, Inc., a Maryland corporation, at and for the sum of $36,000.00, which price was the highest amount bid for said property.

The Report of Sale states that the amount of sale is $36,000.00.

Respectfully submitted,

Vachel A. Downes, Jr.
Assignee of Mortgages

FILED
APR 13 1983
CIRCUIT COURT
QUEEN ANNE'S CO.

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 5th day of April, 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Caroline, personally appeared Vachel A. Downes, Jr., Assignee, and he did make oath in due form of law, under the penalties of perjury, that the matters and facts set forth in the aforegoing Report of Sale are true and correct to the best of his knowledge, information and belief, and that such sale was fairly made.

NOTARY PUBLIC CAROLINE COUNTY, MD.

AS WITNESS my hand and Notarial Seal.

Connie R. Hutson
NOTARY PUBLIC

My Commission Expires: July 1, 1986

18 MG 267

VACHEL A. DOWNES, JR. Assignee	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
v.	:	SITTING IN EQUITY
JOHN DALKOWSKI	:	NO. 2335
	:	

AFFIDAVIT BY AUCTIONEER

I HEREBY CERTIFY, that on this 5th day of April, 1983, that the undersigned, did on April 5, 1983, sell at public sale the lands of John Dalkowski, being Lot 20, Cove Creek Club, Stevensville, Maryland, unto Judith C. Conley, agent for Kettler Brothers, Inc., a Maryland corporation, at and for the sum of THIRTY-SIX THOUSAND-----00/100------Dollars, and I do further certify that this sale was fairly made.

Joseph A. Jackson, Jr.
Auctioneer

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

Subscribed and sworn to before me, the undersigned, a Notary Public of the State of Maryland, in and for the County of Caroline, this 5th day of April, 1983.

AS WITNESS my hand and Notarial Seal.

Connie L. Hutson
NOTARY PUBLIC

My Commission Expires: July 1, 1986

FILED
APR 1 7 1983
CIRCUIT COURT
QUEEN ANNE'S CO.

VACHEL A. DOWNES, JR. Assignee	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
v.	:	SITTING IN EQUITY
JOHN DALKOWSKI	:	NO. 7325
	:	

AFFIDAVIT

The undersigned, purchaser of the property described in these proceedings, of or formerly of John Dalkowski, sold at public auction on the 5th day of April, 1983, in front of the Courthouse Door, in Centreville, Queen Anne's County, Maryland, does hereby make oath in due form of law, (a) that the property was purchased by x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x as Principal, or (b) by x x x x x x Judith C. Conley as Agent for Kettler Brothers, Inc., a Maryland corporation, and (c) that the undersigned did not directly or indirectly discourage anyone from bidding for said property.

AS WITNESS my hand this 5th day of April, 1983.

Judith C Conley
Purchaser

Subscribed and sworn to before me, the undersigned, a Notary Public of the County of Caroline, State of Maryland, this 5th day of April, 1983.

AS WITNESS my hand and Notarial Seal.

Connie L. Hutson
NOTARY PUBLIC

My Commission Expires: July 1, 1986

FILED
APR 15 1983
CIRCUIT COURT
QUEEN ANNE'S CO

18 FALIO 269

Centreville, Md. 3/30, 19 83

We Hereby Certify

That the annexed advertisement of John Dalkowski foreclosure was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 5th day of April 19 83 And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 16th day of March 19 83, and the last insertion on the 30th day of March 19 83.

Publishers, Record Observer

Per Dorothy M. Downes

Filed April 15, 1983

DOWNES AND GREGORY
115 LAWYERS ROW
Centreville, Maryland 21617
Telephone: 301-[illegible]

Assignee's Sale

OF

DESIRABLE, UNIMPROVED RESIDENTIAL LOT
IN COVE CREEK CLUB
QUEEN ANNE'S COUNTY
STEVENSVILLE, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from John Dalkowski to Milton E. Kettler, et ux., dated March 30, 1981, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 174 folio 376, duly assigned to Kettler Brothers, Inc., and a second mortgage from John Dalkowski to Kettler Brothers, Inc., dated July 1, 1982, recorded as aforesaid in Liber M.W.M. No. 183 folio 810, both duly assigned unto Vechel A. Downes, Jr., for purposes of foreclosure, default having occurred in the terms of said mortgages the undersigned Assignee will offer at the public auction to the highest bidder on

Tues., April 5, 1983

at 11:00 o'clock, a.m., in front of the Courthouse Door, in the Town of Centreville, Queen Anne's County, Maryland, all of the following described real estate, to wit:

ALL that lot of ground situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, and described as follows, that is to say: BEGINNING for the same and being known and designated as Lot No. 20, as shown on a certain plat entitled, "Plat 3 of 10, Cove Creek Club, Queen Anne's County, Maryland", dated September, 1979, by Downey Nealon and Davis, registered engineers and surveyors, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 163 folio 60, and in Plat Book C.W.C. No. 6 folio 24.

BEING the same lands conveyed by deed from Milton E. Kettler, et. ux., to John Dalkowski, dated March 30, 1981, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 174 folio 374.

TERMS OF SALE: A deposit of not less than $2,000.00 of the purchase money will be required in cash or by certified check of cashier's check on day of sale at the option of the Purchaser(s). Any unpaid balance of the purchase money is to be secured by a note of the purchaser(s) bearing interest from day of sale at 12%, which balance of the purchase price and interest to accrue thereon, and any other monies due by Purchaser shall be paid within 20 days after final ratification of the sale by the Circuit Court for Queen Anne's County. Time is of the essence.

Taxes and other public charges to be adjusted to the date of final settlement aforesaid, being the date of payment of all monies due by Purchaser(s) to Assignee. All expenses of transfer, including recording costs, recordation or revenue stamps, transfer tax, preparation of deed, notary fees, etc., to be at purchaser(s) expense. At the time and place of sale, the Purchaser(s) will be required to make affidavit as required by Rule BR(3)(b)(3) of the Maryland Rules of Procedure.

Vechel A. Downes, Jr.
Assignee

Joseph A. Jackson, Jr.
Auctioneer
Telephone: 301-364-5463

RO-3-16-3t-026

18 AG 270

ORDER NISI ON SALE

VACHEL A. DOWNES, JR., Assignee

vs.

JOHN DALKOWSKI

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

Cause No. 7325

ORDERED, this 15th day of April, 19 83, that the sale of the real property, made and reported in this cause by Vachel A. Downes, Jr., Assignee, be ratified and confirmed, on or after the 19th day of May, 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 successive weeks before the 12th day of May, 19 83.

The report states the amount of sales to be $ 36,000.00.

Marguerite H. Mankin Clerk

Filed April 15, 1983

18 AGE 271

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR., Assignee — Case No. 7325 Equity

vs.

JOHN DALKOWSKI

NOTIFICATION TO PARTIES OF CONTEMPLATED DISMISSAL

No proceedings of record in the above-styled action having been taken within a period of One Year, the counsel of record are hereby notified, as provided by Rule 2-507, that an order of dismissal for lack of jurisdiction or prosecution will be entered after the expiration of 30 days unless a motion is filed under Rule 2-507 (e). Costs will be assessed in accordance with Maryland Rules.
Copy of Notice mailed to:

Vachel A. Downes, Jr., Esq.
115 Lawyers Row
Centreville, MD 21617

by regular mail, postage prepaid, thie 19th day of July, 1984, pursuant to Rule 1-321.

Marguerite L. Maskin
Clerk

184

18 AGH 272

VACHEL A. DOWNES, JR. ASSIGNEE	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
v.	:	SITTING IN EQUITY
JOHN DALKOWSKI	:	NO. 7325
	:	

MOTION TO SET ASIDE NOTIFICATION TO PARTIES

OF CONTEMPLATED DISMISSAL

The motion of Vachel A. Downes, Jr., Assignee, Complainant in the above cause, respectfully represents:

1. That subsequent to the sale in these foreclosure proceedings, but prior to ratification of such sale, the Respondent filed in bankruptcy in the United States Bankruptcy Court For The District of Maryland.

2. That thereupon it became necessary that the proceedings in this cause be stayed pending the outcome of the bankruptcy proceedings.

3. That the aforesaid proceedings in the United States Bankruptcy Court have been concluded and your Complainant may now proceed to carry this cause to conclusion.

WHEREUPON, your Petitioner prays this Honorable Court pass an Order dismissing the prior Notification To Parties Of Contemplated Dismissal.

AS IN DUTY BOUND, ETC.

1984 AUG 20 PM 1:26

Respectfully submitted,

Vachel A. Downes, Jr.
Assignee

ORDER

The aforegoing Petition having been read and considered, it is thereupon this 22nd day of August, 1984, ORDERED that the aforementioned Notification To Parties Of Contemplated Dismissal is hereby set aside, all as provided by Rule 2-507(e) of the Maryland Rules.

Judge

1984 AUG 22 PM 2:25

18 PAGE 273

VACHEL A. DOWNES, JR. Assignee	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
vs.	:	SITTING IN EQUITY
JOHN DALKOWSKI	:	NO. 7325 Eq
	:	

AMENDED STATEMENT OF INDEBTEDNESS AS TO SECOND MORTGAGE

Principal unpaid balance of indebtedness dated July 1, 1982	$ 9,000.00
Interest from July 1, 1982 to November 12, 1984, at 16%	3,420.85
TOTAL DUE AS OF NOVEMBER 12, 1984	$12,420.85

Per diem rate of interest $3.95

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

I HEREBY CERTIFY, that on this 8 day of Nov, 1984, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Assignee, and made oath in due form of law under the penalties of perjury that the matters and facts set forth in the aforegoing Statement of Indebtedness are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Judith C Cooley
NOTARY PUBLIC
My Commission Expires:
July, 1986

RECEIVED
CLERK, CIRCUIT COURT
1984 NOV -9 AM 10: 09
QUEEN ANNE'S COUNTY

18 PAGE 274

VACHEL A. DOWNES, JR. Assignee	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
vs.	:	SITTING IN EQUITY
JOHN DALKOWSKI	:	NO. 7325 Ann

AMENDED STATEMENT OF INDEBTEDNESS
OF FIRST MORTGAGE

Principal balance and accrued but unpaid interest to date of last payment on August 3, 1982	$28,043.76
Interest, 11%, August 3, 1982 to November 12, 1984	7,038.72
Taxes advanced on February 18, 1983 for fiscal year 7-1-1982/6-30-1873	246.26
Interest, per mortgage, 11% on $246.26 from February 18, 1983 to November 12, 1984	50.85
TOTAL DUE AS OF NOVEMBER 12, 1984	$35,379.59

Per diem interest on principal debt: $8.46

Per diem interest on tax advance: $0.08

STATE OF MARYLAND

TO WIT:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 8 day of Nov., 1984, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Assignee, and made oath in due form of law under the penalties of perjury, that the matters and facts set forth in the aforegoing Statement of Indebtedness are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Judith A Conley
NOTARY PUBLIC
My Commission Expires:

RECEIVED
CLERK, CIRCUIT COURT
1984 NOV -9 AM 10:09
QUEEN ANNE'S COUNTY

18 AGR 275

VACHEL A. DOWNES, JR. Assignee	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	SITTING IN EQUITY
	:	NO. 7325
JOHN DALKOWSKI	:	
	:	
	:	

AFFIDAVIT

I HEREBY CERTIFY, that on this 12thday of November, 1984, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, personally appeared Vachel A. Downes, Jr., Assignee, and made oath in due form of law that a title examination of the property in these proceedings disclosed junior encumbrances upon said lands, and/or judgment or similar lien holders, but no such holder of any such subordinate interest is entitled to notice by the Laws of Maryland or the Maryland Rules of Procedure by and under Rule W74 (2) (c) (iii).

SUBSCRIBED and sworn to before me, the undersigned, this 12th day of November, 1984.

Judith C Coulter
NOTARY PUBLIC
My Commission Expires: 7-1-1986

RECEIVED
CLERK, CIRCUIT COURT
1984 NOV 15 AM 10:02
QUEEN ANNE'S COUNTY

18 AGH 276

VACHEL A. DOWNES, JR. Assignee	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	SITTING IN EQUITY
	:	NO. 7325
JOHN DALKOWSKI	:	

AFFIDAVIT

I HEREBY CERTIFY, that on this 12th day of November, 1984, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Assignee, and made oath in due form of law that registered mail notice of the time, place and terms of sale in this cause were duly served or attempted to be served by registered mail on John Dalkowski, at his last known address being 8500 Coastal Highway, Apartment 1307, Ocean City, Maryland, 21842, as prescribed by Rule W74 (2) (c) (i)and (ii) of the Maryland Rules of Procedure.

SUBSCRIBED and sworn to before me, this 12th day of November, 1984.

NOTARY PUBLIC
My Commission Expires: 7-1-1986

P 576 067 561

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to John Dalkowski	
Street and No. 8500 Coastal Hwy Apt 1307	
P.O., State and ZIP Code Ocean City Md 21842	
Postage	$ .20
Certified Fee	.75
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	.60
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$1.55
Postmark or Date	

EASTERVILLE MD NOV 15 1984 USPO

PS Form 3800, Feb. 1982 • U.S.G.P.O. 1983-403-517

RECEIVED
CLERK, CIRCUIT COURT
1984 NOV 15 AM 10:03
QUEEN ANNE'S COUNTY

18 AG 277

VACHEL A. DOWNES, JR. Assignee	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
vs.	:	SITTING IN EQUITY
	:	NO. 7325
JOHN DALKOWSKI	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Vachel A. Downes, Jr., Assignee, in the proceedings in said cause above mentioned, respectfully shows that after giving bond with approved security for the faithful discharge of his duties, as prescribed by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Queen Anne's Record-Observer, a newspaper printed and published in Queen Anne's County, State of Maryland, for more than three (3) consecutive weeks preceding the day of sale; the said Assignee, Vachel A. Downes, Jr., did pursuant to said notice, on November 12, 1984, at 11:00 o'clock, a.m., in front of the Courthouse Door, in the Town of Centreville, Queen Anne's County, Maryland, then and there sell at the public auction to the highest bidder the fee simple property mentioned and described in the advertisement of sale; said property so offered being thereby sold unto Connie L. Hutson, Agent for Kettler Brothers, Inc.

at and for the sum of $ 50,000.00, which price was the highest amount bid for said property.

The Report of Sale states that the amount of sale is $ 50,000.00.

Respectfully submitted,

Vachel A. Downes, Jr.
Assignee of Mortgage

STATE OF MARYLAND

TO WIT:

COUNTY OF Queen Anne's

I HEREBY CERTIFY, that on this 12th day of November, 1984, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Vachel A. Downes, Jr., Assignee, and he did make oath in due form of law, under the penalties of perjury that the matters and facts set forth in the aforegoing Report of Sale are true and correct to the best of his knowledge, information and belief, and that such sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Judith C. Cooley
NOTARY PUBLIC
My Commission Expires: 7-1-1986

RECEIVED
CLERK, CIRCUIT COURT
1984 NOV 15 AM 10:03
QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR. Assignee : IN THE CIRCUIT COURT FOR
: QUEEN ANNE'S COUNTY
vs. : SITTING IN EQUITY
: NO. 7325
JOHN DALKOWSKI :

AFFIDAVIT

The undersigned, purchaser of the property described in these proceedings, of or formerly of John Dalkowski, sold at public auction on the 12th day of November, 1984, in front of the Courthouse Door, in Centreville, Queen Anne's County, Maryland does hereby make oath in due form of law, (a) that the property was purchased by x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x x xas Principal, or (b) by Connie L. Hutson as Agent for Kettler Brothers, Inc. , and (c) that the undersigned did not directly or indirectly discourage anyone from bidding for said property.

AS WITNESS my hand this 12th day of November, 1984.

Connie L. Hutson
Purchaser

Subscribed and sworn to before me, the undersigned, a Notary Public of the County for Queen Anne's, State of Maryland, this 12th day of November, 1984.

AS WITNESS my hand and Notarial Seal.

Judith C. Conley
NOTARY PUBLIC
My Commission Expires: 7-1-1986

RECEIVED
CLERK, CIRCUIT COURT
1984 NOV 15 AM 10:03
QUEEN ANNE'S COUNTY

18 AGE 279

VACHEL A. DOWNES, JR. Assignee	:	IN THE CIRCUIT COURT FOR
	:	QUEEN ANNE'S COUNTY
vs.	:	SITTING IN EQUITY
	:	NO. 7325
JOHN DALKOWSKI	:	

AFFIDAVIT BY AUCTIONEER

I HEREBY CERTIFY, that on this 12th day of November, 1984, that the undersigned, did on November 12, 1984, sell at public sale the lands of John Dalkowski, being Lot 20, Cove Creek Club, Stevensville, Maryland, unto Connie L. Hutson, Agent for Kettler Brothers, Inc., at and for the sum of $50,000.00 Dollars, and I do further certify that this sale was fairly made.

Joseph A. Jackson, Jr.
Auctioneer

Subscribed and sworn to before me, the undersigned, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, this 12th day of November, 1984.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: 7-1-1986

RECEIVED
CLERK, CIRCUIT COURT
1984 NOV 15 AM 10:03
QUEEN ANNE'S COUNTY

18 280

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR., Assignee

vs

JOHN DALKOWSKI

Equity No. 7325

ORDER REGARDING RATIFICATION OF SALE

ORDERED, this 19th day of November, 1984, by the Court, that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Order shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereto.

FILED
NOV 19 1984
CIRCUIT COURT
QUEEN ANNE'S CO.

Clayton C. Carter
CLAYTON C. CARTER,
JUDGE

18 PAGE 281

Centreville, Md. 11/7 19 84

We Hereby Certify

That the annexed advertisement of

Dalkowski 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 12th day of Nov. 19 84. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 24th day of Oct. 19 84, and the last insertion on the 7th day of Nov. 19 84.

Publishers, Record Observer

Per

Filed January 2, 1985

DOWNES AND GREGORY
116 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0330

Assignee's Sale

OF

DESIRABLE, UNIMPROVED RESIDENTIAL LOT
IN COVE CREEK CLUB
QUEEN ANNE'S COUNTY
STEVENSVILLE, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from John Dalkowski to Milton E. Kettler, et ux., dated March 30, 1981, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 174 folio 376, duly assigned to Kettler Brothers, Inc., and a second mortgage from John Dalkowski to Kettler Brothers, Inc., dated July 1, 1982, recorded as aforesaid in Liber M.W.M. No. 186 folio 818, both duly assigned unto Vechel A. Downes, Jr., for purposes of foreclosure, default having occurred in the terms of said mortgages the undersigned Assignee will offer at the public auction to the highest bidder on

Mon., Nov. 12, 1984

at 11:00 o'clock a.m., in front of the Courthouse Door, in the Town of Centreville, Queen Anne's County, Maryland, all of the following described real estate, to wit:

ALL that lot of ground situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, and described as follows, that is to say: BEGINNING for the same and being known and designated as Lot No. 20, as shown on a certain plat entitled, "Plat 3 of 10, Cove Creek Club, Queen Anne's County, Maryland", dated September, 1979, by Dewberry Nealon and Davis, registered engineers and surveyors, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 156 folio 60, and in Plat Book C.W.C. No. 4 folio 24.

BEING the same lands conveyed by deed from Milton E. Kettler, et. ux., to John Dalkowski, dated March 30, 1981, and recorded among the Land Records of Queen Anne's County in Libor M.W.M. No. 174 folio 374.

TERMS OF SALE: A deposit of not less than $2,000.00 of the purchase money will be required in cash or by certified check of cashier's check on day of sale at the option of the Purchaser(s). Any unpaid balance of the purchase money is to be secured by a note of the purchaser(s) bearing interest from day of sale at 12%, which balance of the purchase price and interest to accrue thereon, and any other monies due by Purchaser shall be paid within 20 days after final ratification of the sale by the Circuit Court for Queen Anne's County. Time is of the essence.

Taxes and other public charges to be adjusted to the date of final settlement aforesaid, being the date of payment of all monies due by Purchaser(s) to Assignee. All expenses of transfer, including recording costs, recordation or revenue stamps, transfer tax, preparation of deed, notary fees, etc., to be at purchaser(s) expense. At the time and place of sale, the Purchaser(s) will be required to make affidavit as required by Rule BR(6)(b)(3) of the Maryland Rules of Procedure.

Vechel A. Downes, Jr.
Assignee

Joseph A. Jackson, Jr.
Auctioneer
Telephone: 301-364-5463
RB-10-24-31-042

18 AGT 282

Centreville, Md. 12/12 19 84

We Hereby Certify

That the annexed advertisement of

Ratification of sale
John 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 19th day of Dec. 19 84. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 28th day of Nov. 19 84, and the last insertion on the 12th day of Dec. 19 84.

Publishers, Record Observer

Per Dorothy M. Downes

Filed January 2, 1985

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
VACHEL A. DOWNES, JR., Assignee
vs
JOHN DALKOWSKI
Equity No. 7325
ORDER REGARDING RATIFICATION OF SALE

ORDERED, this 19th dey of November, 1984, by the Court, thet the sale of the reel property mede and reported in this ection will be retified after tne expiretion of one month from the dete hereof, unless cause to the contrery be previously shown, provided a copy of this order shall be published in e newspaper published in Queen Anne's County et least once e week in each of three successive weeks before the expiration of one month from the date hereto.

CLAYTON C. CARTER
JUDGE

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

Filed November 19, 1984
Circuit Court, Queen Anne's County
RB-11-28-31-039

18 PAGE 283

VACHEL A. DOWNES, JR., Assignee	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
JOHN DALKOWSKI	:	CIVIL NO. Equity 7325

FINAL RATIFICATION OF SALE
AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Order of this Court, it is

ORDERED, by the Circuit Court for Queen Anne's County, this 4th day of January, 1985, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.

2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.

3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.

4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.

Clayton C. Carter
Judge

Distribution:
File
Fiduciary(s)
Court Auditor

1985 JAN -4 PM 2:47

18 AGE 284

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR. :
:
v. : Chancery #7325
:
JOHN DALKOWSKI :
:

: : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$ 50,000.00	
Interest [Note A]			
Real property taxes $ 353.49 from 01/15/85 to 06/30/85 as allowed at settlement		162.03	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 50,162.03
COMMISSIONS, to Fiduciary		$ 2,650.00-	
ATTORNEY FEE, per MORTGAGE		300.00-	
EXPENSES OF SALE			
Court costs	$ 258.50-		
Advertising			
Notices of sale			
Sale of 04/05/83	194.04-		
Sale of 11/12/84	225.00-		
Report of sale			
Sale of 04/05/83	50.82-		
Sale of 11/12/84	78.75-		
Bond premium	60.00-		
Auctioneer's fee			
Sale of 04/05/83	90.00-		
Sale of 11/12/84	125.00-		
Property taxes			
1983/84	742.60-		
1984/85	353.49-		
Certified mail	5.55-	2,183.75-	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 250.00-		
Postage & copies	1.04-	251.04-	5,384.79-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 44,777.24

RECEIVED
CLERK, CIRCUIT COURT
1985 AUG 26 AM 10 57
QUEEN ANNE'S COUNTY

INDEBTEDNESS DUE UNDER FIRST MORTGAGE		
Per Amended Statement of Debt		
Principal	$ 28,000.00-	
Interest to 11/12/84	7,020.68-	
1982/83 taxes advanced	264.26-	
Interest to 11/12/84		
1 year, 268 days	46.92-	$ 35,331.86-
INDEBTEDNESS DUE UNDER SECOND MORTGAGE		
Per Amended Statement of Debt		
Principal	$ 9,000.00-	
Interest to 11/12/84		
2 years, 135 days	3,412.58-	12,412.58-
TOTAL INDEBTEDNESS		$ 47,744.44-
NET CREDIT FROM CREDITOR/PURCHASER		
on 11/12/84 (See Note A)		44,777.24
REMAINING INDEBTEDNESS under		
Mortgage of July 1, 1982		$ 2,967.20-
Interest 11/13/84 to 01/11/85		
60 days @ $1.30		78.00-
D E F I C I T		$ 3,045.20-

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: Had there been any other claim to surplus after payment of the indebtedness under the first purchase money mortgage, question(s) might have arisen as to the propriety of foreclosing both mortgages in the same proceeding and/or priority of payment between the junior mortgage here and any lien superior to it. Compare, Balto. Fed. S. & L. Ass'n v. Eareckson, 221 Md. 527; Tome v. Kingm, 64 Md. 166. Since there are no other such claims here, exactly the same result would have been reached if the July 1, 1982, indebtedness had been treated as a claim for surplus remaining after payment of the first debt.

N O T I C E

The attached Account was filed on August 26, 1985. 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 #7325. 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 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 persons on August 26, 1985:

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

John Dalkowski
Apartment 1307
8500 Coastal Highway
Ocean City, Maryland 21842

John W. Sause, Jr.
Auditor

18 PAGE 287

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.	:	
	:	
v.	:	Chancery #7325
	:	
JOHN DALKOWSKI	:	

: : : : :

REQUEST FOR ADDITIONAL COMPENSATION

The above-entitled cause having been referred to the Auditor in accordance with Maryland Rule 2-543, 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 contact the fiduciary to obtain required information not furnished by him.

2. To verify and recompute a number of items claimed as expenses and to recompute the interest claimed on the mortgage indebtedness.

I certify that 4 hours were expended in connection with the above services and completing 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 26th day of August, 1985, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of $ 250.00, 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).

Clayton C. Carlson
JUDGE CLERK'S COPY

1985 AUG 26 PM 3:16
QUEEN ANNE'S COUNTY

18 PAGE 288

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR. :
:
v. : Chancery #7325
:
JOHN DALKOWSKI :
:

: : : : :

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate 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 24th day of September, 1985,

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

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1985 SEP 24 PM 4:33
QUEEN ANNE'S COUNTY

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

STEVEN P. HENNE and JEFFREY A. WEBER, Substitute Trustees 2101 Defense Highway Crofton, Maryland 21114 Plaintiffs	*	
vs.	*	Civil Action No. 85-0290
WILLIAM THOMAS FORBES and TERRI LEE FORBES Box 207 Dominion Road Chester, Maryland 21619 Defendants	*	

CIVIL 290#
CIV FEES 70.00
CHECK/MO 70.00
#018130 C001 R01 T16:17
05/06/85

ORDER TO DOCKET SUIT

MR. CLERK:

Please docket suit as above indicated, file the original deed of trust and the Affidavits herewith handed you, and enter my appearance for Steven P. Henne and Jeffrey A. Weber, Substitute Trustees, for the purpose of foreclosure.

HEISE JORGENSEN & STEFANELLI P.A.

By Herbert W. Jorgensen
Herbert W. Jorgensen
Attorney for Trustees
8485 Fenton Street, Suite 300
Silver Spring, Maryland 20910
(301) 585-8400

CLERK'S OFFICE
1985 MAY -6 PM 4:16
QUEEN ANNE'S COUNTY

DOCUMENT NO. 112555 LIBER 213 FOLIO 232 18 MAR 84 004-5

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

MARYLAND

PURCHASE MONEY AS TO $53,000.00

TAX REFERENCE NO. 04-050991

DEED OF TRUST

INDEX BENEFICIARY

THIS DEED, made this 9th **day of** May **, 19** 84 **, by and between**

WILLIAM THOMAS FORBES and TERRI LEE FORBES, his wife,

MAY 18 84 * 20437 *****21 50
MAY 18 84 A 20437 *****21 50

party of the first part, and PHILLIP W. SHEPARD and E. FRENCH STROTHER **, Trustee, as hereinafter set forth, party of the second part:**

WHEREAS, the party of the first part is justly indebted unto MANUFACTURERS HANOVER MORTGAGE CORPORATION,

under the laws of the State of Delaware **,** a corporation organized and existing **, in the principal sum of** FIFTY-THREE THOUSAND TWO HUNDRED FIFTY AND No/100 ---------- **Dollars ($** 53,250.00 **), with interest from date at the rate of** Thirteen & One-Half **per centum (** 13.50 **%) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of** Six Hundred Nine and 93/100 ---------- **Dollars ($** 609.93 **), commencing on the first day of** July **, 19** 84 **, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of** June **,** 2014 . (The aforesaid property having been purchased in whole or in part with the sums secured hereby.)

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to 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, situate in the county of** Queen Anne's **and State of Maryland, to wit:** Fourth Election District,

ALL THAT PARCEL of land situate in Crab Alley Neck on Kent Island, near Kingsley's Chapel, and described as follows: Beginning for the same at the Northwest corner of the lot formerly of Franklin Geis (now of John Schultz), on the East side of the public road leading down Crab Alley Neck; and running Easterly parallel with the said Schultz lot 140 yards to a boundary (the land of Thomas Price); thence Northerly to a boundary (the land of C. E. Chance) 17-1/2 yards; thence Westerly until it intersects the said main road leading down into Crab Alley Neck 140 yards; and thence Southerly 17-1/2 yards to the point of beginning. Containing within said metes and bounds One-Half Acre of land, more or less.

BEING the same property conveyed to William Thomas Forbes and Terri Lee Forbes, his wife, from Betty Ann Saffield, by Deed of even date herewith, and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto.

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

3:13 P.M.

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

SHOULD the Veterans Administration fail or refuse to issue its Guaranty of the loan secured by the Deed of Trust or Mortgage under the provisions of the Serviceman's Readjustment Act of 1944, as amended, within ninety days from the date the loan would normally become eligible for such guaranty, the mortgagee herein may at its option declare all sums secured by the Deed of Trust immediately due and payable.

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

Upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said party of the first part or assigns, at such party's cost. Prior to the execution and delivery of any partial or complete release, each trustee shall be entitled to charge and receive a fee of $5.00, plus $.50 for Notary's fee, for each release. The right to charge and receive said fee shall be limited to two trustees.

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

Party of the first part covenants and agrees as follows:

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

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

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

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

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

(II) interest on the note secured hereby; and

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

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

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

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

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

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

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

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

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

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

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

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

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

18 PAGE 293

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

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders and the term "holder of the said note" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Witness:

Carole M. Turner, to both

WILLIAM THOMAS FORBES [SEAL]

TERRI LEE FORBES [SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I HEREBY CERTIFY, That on this 9th day of May, 19 84, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM THOMAS FORBES and TERRI LEE FORBES his wife, and they acknowledged the foregoing deed to be their act.

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

Carole M. Turner, Notary Public.

I HEREBY CERTIFY that on this 9th day of May, 19 84, before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared ANTHONY F. CHRISTHILF an agent of MANUFACTURERS HANOVER MORTGAGE CORPORATION, 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 ($ 53,250.00) is true and bona fide as therein set forth; and * that the ~~[illegible]~~ paid over and disbursed by the Party secured hereby unto the within named party of the first part or the person responsible for the disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery of this Deed of Trust by the borrower, and also make oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS: my hand and notarial seal.

Carole M. Turner, Notary Public.

My commission expires July 1, 1986

* actual sum of money advanced at the closing transaction by the secured party was

FILE NO. L-432 # 117555

PREPARED BY 18

PROOF STATE OF MARYLAND

(2)

Deed of Trust

WILLIAM THOMAS FORBES and TERRI LEE FORBES, his wife

TO

PHILLIP W. SHEPARD and E. FRENCH STROTHER,

Trustee.

RECEIVED FOR RECORD on the 15th *day of* May *A.D. 19* 84, *at* 3:13 *o'clock P.* M., *and recorded in Liber No.* MWH 213 *at folio* 232 *one of the Land Records.*

Examined by

Recorder.

LAND GRANT TITLE COMPANY, LTD.
150 SOUTH STREET, SUITE 103
ANNAPOLIS, MARYLAND 21401

21.50

U.S. Government Printing Office: 1982—381-818/168

18 no.294

SPH3:AFFFO1-2

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

STEVEN P. HENNE and JEFFREY A. WEBER, Substitute Trustees	*	
Plaintiffs	*	
vs.	*	Civil Action No. 85-00290
WILLIAM THOMAS FORBES and TERRI LEE FORBES	*	
Defendants	*	

AFFIDAVIT OF INDEBTEDNESS

STATE OF MICHIGAN :
: SS:
COUNTY OF OAKLAND :

I hereby certify that on this 25th day of February, 1985, before me, a notary public in and for the state and county aforesaid, personally appeared B. C. Allis, who made oath in due form of law that he is Supervisor of Manufacturers Hanover Mortgage Corporation, holder of the note secured by a deed of trust from William Thomas Forbes and Terri Lee Forbes to Steven P. Henne and Jeffrey A. Weber, Substituted Trustees, dated May 9, 1984 and recorded among the Land Records of Queen Anne's County, Maryland in Liber 213 at Page 232; said affiant in like manner made oath in due form of law that he has custody of the books and

CLERK OF THE CIRCUIT COURT
1985 MAY -6 PM 4:16
QUEEN ANNE'S COUNTY

records of Manufacturers Hanover Mortgage Corporation; that he has inspected said books and records and they show that as of June 1, 1984, the principal balance due on said deed of trust obligation was $53,250.00 plus interest thereafter at the rate of $19.69520 per diem; said affiant in like manner made oath in due form of law that he is competent to be a witness and has personal knowledge of the facts herein stated.

B. C. Allis, Foreclosure Supervisor

Subscribed and sworn to before me on the day and date first above written.

Johanna C. Etheridge
Notary Public
Johanna C. Etheridge

My Commission Expires:
6-4-86

JOHANNA C. ETHERIDGE
Notary Public, Livingston County, Michigan
Acting in Oakland County, Michigan
My Commission Expires June 4, 1986

18 MSC 206

SPH3:AFF01-2

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

STEVEN P. HENNE and JEFFREY A. WEBER, Substitute Trustees Plaintiffs vs. WILLIAM THOMAS FORBES and TERRI LEE FORBES Defendants	*	Civil Action No. 85-00290

AFFIDAVIT IN COMPLIANCE WITH SOLDIERS AND SAILORS CIVIL RELIEF ACT OF 1940, AS AMENDED

B. C. Allis, Being first duly sworn, deposes and says that he is the agent for Manufacturers Hanover Mortgage Corporation, the party secured by the Deed of Trust in the above entitled case, and makes this affidavit pursuant to the provisions of Section 200 of the Soldiers and Sailors Civil Relief Act of 1940; that he has caused a careful investigation of Manufacturers Hanover Mortgage Corporation's records to be made to ascertain whether or not the above named defendants are in the military service of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, the Air Force, or are officers of the Public Health Service detailed by proper authority for duty either with the Army or the Navy; and

CLERK'S OFFICE
1985 MAY -6 PM 4:16
QUEEN ANNE'S COUNTY

that as a result of said investigation affiant does hereby state that the defendants are not in any of the above named branches of the military service, and that affiant is duly authorized to make this affidavit on behalf of mortgagee.

B. C. Allis, Foreclosure Supervisor

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

Subscribed and sworn to before me on this 25th day of February, 1985.

Johanna C. Etheridge
Notary Public

My Commission Expires:
6-4-86

JOHANNA C. ETHERIDGE
Notary Public, Livingston County, Michigan
Acting in Oakland County, Michigan
My Commission Expires June 4, 1986

DOCUMENT NO. 12,626 | LIBER 250 PAGE 780 | 18 PAGE 208

SPH3:DAFO1-2

DEED OF APPOINTMENT OF SUBSTITUTE TRUSTEES

WHEREAS, WILLIAM THOMAS FORBES and TERRI LEE FORBES did by Deed of Trust, dated May 9, 1984 and recorded among the Land Records of Queen Anne's County, Maryland in Liber 213 at Page 232, grant and convey unto PHILLIP W. SHEPARD and E. FRENCH STROTHER, as trustees, certain real estate described in said Deed of Trust, in trust, to secure payment of a promissory note of even date with said Deed of Trust; and

WHEREAS, the aforesaid Deed of Trust provides that the beneficiary under the Deed of Trust or its successors and assigns is authorized and empowered to appoint and substitute by an instrument recorded in Queen Anne's County a trustee or trustees in the place and stead of any trustees therein named; and

WHEREAS, MANUFACTURERS HANOVER MORTGAGE CORPORATION is the beneficiary under the Deed of Trust, and has in its possession the Note secured by said Deed of Trust, and is the legal holder and owner thereof, and is the only party having any interest in the indebtedness secured by said Deed of Trust.

NOW, THEREFORE, by virtue of the authority contained in said Deed of Trust, the undersigned holder and owner of the indebtedness secured thereby does hereby, by these presents, designate and appoint STEVEN P. HENNE and JEFFREY A. WEBER as substitute trustees under the terms and conditions of said Deed of Trust as the substitutes and successors of PHILLIP W. SHEPARD and E. FRENCH STROTHER, and the said STEVEN P. HENNE and JEFFREY A. WEBER are hereby vested with and do succeed to all the title, powers and duties conferred upon the said PHILLIP W. SHEPARD and E. FRENCH STROTHER, named in said Deed of Trust, with the same effect as if the said STEVEN P. HENNE

FILED

MAY 21 1985

CIRCUIT COURT
QUEEN ANNE'S CO.

and JEFFREY A. WEBER had been named original trustees in the Deed of Trust.

IN WITNESS WHEREOF, the said MANUFACTURERS HANOVER MORTGAGE CORPORATION hereunto sets its hand and seal this 7th day of March, 1985.

ATTEST:

Secretary Assistant
Lawrence Kustra

MANUFACTURERS HANOVER MORTGAGE CORPORATION

By
Assistant Vice President
Robert J. Drews

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

MISC 6M
RECD FEE 13.00
SUBTOTAL 13.00

On this the 7th day of March, 1985 before me, the undersigned officer, personally appeared Robert J. Drews who acknowledged himself to be the Assistant Vice President of MANUFACTURERS HANOVER MORTGAGE CORPORATION and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of MANUFACTURERS HANOVER MORTGAGE CORPORATION by Robert J. Drews as Assistant Vice President

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

Notary Public Johanna C. Etheridge

JOHANNA C. ETHERIDGE
Notary Public, Livingston County, Michigan
Acting in Oakland County, Michigan
My Commission Expires June 4, 1986

My Commission Expires:

6-4-86

CLERK'S OFFICE
1985 MAY -6 PM 4:15
QUEEN ANNE'S COUNTY

85-00290

SPH12:BDFO1-2
5/31/85:1e

BOND

KNOW ALL MEN BY THESE PRESENTS, that Steven P. Henne and Jeffrey A. Weber, as Principal, and Aetna Casualty and Surety Company, as Surety, 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, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents, sealed with our seals and dated this 3rd day of June, 1985.

WHEREAS, by the terms of a certain deed of trust, dated May 9, 1984, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 213 at Page 232, given by William Thomas Forbes and Terri Lee Forbes to Phillip W. Shepard and E. French Strother, Trustees, wherein the said Trustees or their successors are authorized and empowered to sell the property conveyed by said deed of trust upon default being made in the payment of the principal and interest thereon and in the terms and conditions thereof; and

WHEREAS, the said Steven P. Henne and Jeffrey A. Weber were substituted as Trustees by virtue of deed of appointment, dated March 7, 1985, and recorded among the Land Records of Queen Anne's County, Maryland; and

CERTIFIED COPY OF
POWER ATTORNEY ATTACHED

1985 JUN -4 PM 12:36
QUEEN ANNE'S COUNTY

Surety Approved and Bond Filed 6/4/85

LIBER 3 PAGE 697

WHEREAS, default having occurred in the payment of the principal and interest on said deed of trust, and in the other terms and conditions of said deed of trust, the said Steven P. Henne and Jeffrey A. Weber instituted foreclosure proceedings identified as Civil Action No. 85-00290 in the Circuit Court for Queen Anne's County, Maryland.

NOW, the condition of this obligation is such that if the above bounden, Steven P. Henne and Jeffrey A. Weber, shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such property, or the proceeds thereof, then this obligation to be void, otherwise to be and remain in full force and virtue in law.

WITNESS:

Lisa M. Maresca _____ (SEAL)
Steven P. Henne

Lisa M. Maresca _____ (SEAL)
Jeffrey A. Weber

AETNA CASUALTY AND SURETY COMPANY

Judith E. Lawson By _____
Fidelity Officer

The foregoing bond is approved this 4th day of June, 1985.

_____
Clerk of the Circuit Court for
Queen Anne's County, Maryland

85-00290

Centreville, Md. 5/29 19 85

We Hereby Certify

That the annexed advertisement of

Trustee's sale

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 4th day of June 1985. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 15th day of May 1985, and the last insertion on the 29th day of May 1985.

Publishers, Record Observer

Per _____

Filed: June 4, 1985

Trustee's Sale

OF VALUABLE REAL ESTATE

By virtue of the power and authority contained in a certain deed of trust from William Thomas Forbes and Terri Lee Forbes to Phillip W. Shepard and E. French Strother, dated May 9, 1984 and recorded among the Land Records of Queen Anne's County, Maryland in Liber 213 at Page 232, the undersigned substituted trustees (by virtue of Deed of Appointment between Manufacturers Hanover Mortgage Corporation and said trustees recorded among the Land Records of Queen Anne's County) will, on

Tues., June 4, 1985

AT 11:00 o'clock, A.M.

offer for sale at public auction at the front door of the Court House in Centreville, Maryland, all of the property and improvements thereon conveyed by said deed of trust, described in said deed of trust as follows:

ALL THAT PARCEL of land situate in Crab Alley Neck on Kent Island, near Kingsley's Chapel, and described as follows: Beginning for the same at the Northwest corner of the lot formerly of Franklin Geis (now of John Schultz), on the East side of the public road leading down Crab Alley Neck; and running Easterly parallel with the said Schultz lot 140 yards to a boundary (the land of Thomas Price); thence Northerly to a boundary (the land of C.E. Chance) 17-½ yards; thence Westerly until it intersects the said main road leading down into Crab Alley Neck 140 yards; and thence Southerly 17-½ yards to the point of beginning, Containing within said metes and bounds One-Half Acre of land, more or less.

The property is improved by a detached single family dwelling. The property address is Box 207 Dominion Road, Chester, Queen Anne's County, Maryland.

TERMS OF SALE

A cash deposit of $5,000.00 will be required at the time of sale. The balance is payable in cash with interest at 13.5% per annum from the date of sale to the date of payment, payable within five (5) days after final ratification of the sale.

This property is sold subject to covenants, easements and restrictions of record, if any.

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

Compliance with the terms of sale shall be made within five (5) days after final ratification of sale or the deposit shall be forfeited and the property resold at the risk and cost of the defaultant purchaser.

All inquiries regarding the sale should be directed to the undersigned, Jeffrey A. Weber, Substituted Trustee.

JEFFREY A. WEBER
STEVEN P. HENNE
Substituted Trustees
2101 Defense Highway
Crofton, Maryland 21114
(301) 721-7169

Herbert W. Jorgensen
Attorney for Trustees
9485 Fenton Street, Suite 300
Silver Spring, Maryland 20910
(301) 585-8400

RB-5-15-3t-038

18 303

SPH12:FFO5-6
5/31/85:le

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

STEVEN P. HENNE and JEFFREY A. WEBER, Substitute Trustees	*	
Plaintiffs	*	
vs.	*	Civil Action No. 85-00290
WILLIAM THOMAS FORBES and TERRI LEE FORBES	*	
Defendants	*	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Jeffrey A. Weber and Steven P. Henne, Substituted Trustees, named in the Deed of Trust to make sale, respectfully shows:

That after giving bond and after having complied with the other requirements of the Deed of Trust described herein and the other prerequisites as required by law, and giving notice of the time, place, manner and terms of said sale by advertisement in the Queen Anne's Record-Observer for more than fifteen (15) days before the date of sale, they did, pursuant to said notice, on the front steps of the Court House in Centreville, Maryland, on the 4th day of June,

[illegible] 121 [illegible] 30
QUEEN ANNE'S COUNTY

1985, at 11:00 o'clock a.m., proceed to sell said property in manner following, that is to say:

The said Substituted Trustees offered at public sale to the highest bidder, the property, being described in a Deed of Trust from William Thomas Forbes and Terri Lee Forbes, Grantors, dated May 9, 1984, recorded among the Land Records of Queen Anne's County in Liber 213, Page 232, and did sell the said property to MANUFACTURERS HANOVER MORTGAGE CORPORATION for the sum of $47,400.00, he being at that sum the highest bidder therefor.

Jeffrey A. Weber
Substituted Trustee

Steven P. Henne
Substituted Trustee

STATE OF MARYLAND :
: SS:
COUNTY OF :

On this the 4th day of June, 1985, before me, the undersigned officer, personally appeared Jeffrey A. Weber and Steven P. Henne, Substituted Trustees, named in the above Report of Sale, and made oath in due form of law that the matters and things contained in the foregoing Report of Sale are true to the best of their knowledge, information and belief, and that the sale therein reported was fairly made.

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

Notary Public

Glenda T. Albrecht Notary Public Montgomery County, Md.

My Commission Expires: July 1, 1986

SPH12:FFO1-2
5/31/85:le

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

STEVEN P. HENNE and JEFFREY A. WEBER, Substitute Trustees Plaintiffs vs. WILLIAM THOMAS FORBES and TERRI LEE FORBES Defendants	*	Civil Action No. 85-00290

CERTIFICATE OF SALE

This is to certify that the property described in the attached advertisement was this 4th day of June, 1985, at 11:00 a.m., sold at public auction to MANUFACTURERS HANOVER MORTGAGE CORPORATION, at and for the sum of $ 47,400.00, of which a deposit of $ -0- has been paid to Jeffrey A. Weber and Steven P. Henne, Substituted Trustees, for the purpose of foreclosure.

The balance payable in cash, with interest at 13.5% per annum from the date of sale to the date of payment, payable within five (5) days after final ratification of sale.

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

The property is sold subject to covenants, easements, and restrictions of record.

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QUEEN ANNE'S COUNTY

Compliance with the terms of sale shall be made within five (5) days after final ratification of sale, or the deposit shall be forfeited and the property resold at the risk and cost of the defaultant purchaser.

Jeffrey A. Weber
Substituted Trustee

Steven P. Henne
Substituted Trustee

Auctioneer

MANUFACTURERS HANOVER MORTGAGE CORPORATION

By:
Purchaser - DOUGLAS J. VAN HOOK

Herbert W. Jorgensen
Attorney

RUN AD ON MAY 15, 22 & 29, 1985

TRUSTEES' SALE OF VALUABLE REAL ESTATE

By virtue of the power and authority contained in a certain deed of trust from William Thomas Forbes and Terri Lee Forbes to Phillip W. Shepard and E. French Strother, dated May 9, 1984 and recorded among the Land Records of Queen Anne's County, Maryland in Liber 213 at Page 232, the undersigned substituted trustees (by virtue of Deed of Appointment between Manufacturers Hanover Mortgage Corporation and said trustees recorded among the Land Records of Queen Anne's County) will, on

TUESDAY, JUNE 4, 1985

at 11:00 o'clock, A.M.

offer for sale at public auction at the front door of the Court House in Centreville, Maryland, all of the property and improvements thereon conveyed by said deed of trust, described in said deed of trust as follows:

> ALL THAT PARCEL of land situate in Crab Alley Neck on Kent Island, near Kingsley's Chapel, and described as follows: Beginning for the same at the Northwest corner of the lot formerly of Franklin Geis (now of John Schultz), on the East side of the public road leading down Crab Alley Neck; and running Easterly parallel with the said Schultz lot 140 yards to a boundary (the land of Thomas Price); thence Northerly to a boundary (the land of C.E. Chance) 17-½ yards; thence Westerly until it intersects the said main road leading down

into Crab Alley Neck 140 yards; and thence Southerly 17-½ yards to the point of beginning. Containing within said metes and obunds One-Half Acre of land, more or less.

The property is improved by a detached single family dwelling. The property address is Box 207 Dominion Road, Chester, Queen Anne's County, Maryland.

TERMS OF SALE

A cash deposit of $5,000.00 will be required at the time of sale. The balance is payable in cash with interest at 13.5% per annum from the date of sale to the date of payment, payable within five (5) days after final ratification of the sale.

This property is sold subject to covenants, easements and restrictions of record, if any.

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

Compliance with the terms of sale shall be made within five (5) days after final ratification of sale or the deposit shall be forfeited and the property resold at the risk and cost of the defaultant purchaser.

All inquiries regarding the sale should be directed to the undersigned, Jeffrey A. Weber, Substituted Trustee.

JEFFREY A. WEBER
STEVEN P. HENNE
Substituted Trustees
2101 Defense Highway
Crofton, Maryland 21114
(301) 721-7169

Herbert W. Jorgensen
Attorney for Trustees
8485 Fenton Street, Suite 300
Silver Spring, Maryland 20910
(301) 585-8400

[18 AGO 310]

SPH12:FFO7-8
5/31/85:le

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

STEVEN P. HENNE and JEFFREY A. WEBER, Substitute Trustees	*	
Plaintiffs	*	
vs.	*	Civil Action No. 85-00290
WILLIAM THOMAS FORBES and TERRI LEE FORBES	*	
Defendants	*	

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND :
: SS:
COUNTY OF MONTGOMERY :

I hereby certify that on this 7th day of June, 1985, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Douglas J. Van Hook, who made oath in due form of law that he was the highest bidder at the sale on June 4, 1985, whereby Jeffrey A. Weber and Steven P. Henne, Substituted Trustees for the purpose of foreclosure, sold the property described in said Deed of Trust, and that in so bidding he was acting as agent for Manufacturers Hanover Mortgage Corporation,

1985 JUN 21 AM 10 38
QUEEN ANNE'S COUNTY

and that no one else was interested as principal, and that he did not directly nor indirectly discourage anyone from bidding for said property.

Purchaser DOUGLAS DEAN HOOK

As witness my hand and notarial seal

Notary Public

My Commission Expires:

July 1, 1986

Glenda L. Albertson NOTARY PUBLIC Montgomery County, Texas

18 312

SPH12:FFO3-4
5/31/85:le

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

STEVEN P. HENNE and JEFFREY A. WEBER, Substitute Trustees	*	
Plaintiffs	*	
vs.	*	Civil Action No. 85-00290
WILLIAM THOMAS FORBES and TERRI LEE FORBES	*	
Defendants	*	

AFFIDAVIT - RULE W74 a 2 (c)

STATE OF MARYLAND :
: SS:
COUNTY OF MONTGOMERY :

I HEREBY CERTIFY that on this 4th day of June, 1985, before me, a Notary Public in and for the State and County aforesaid, personally appeared STEVEN P. HENNE, who made oath in due form of law that he complied with the provisions of Maryland Rule W74 a 2 (c) by mailing on the 20th day of May, 1985, by certified mail, Nos. P 038 438 469 and P 038 440 116, to the Debtors and record owners of the property, at the said parties' last known addresses, a notice of the time, place and terms of sale, as per photocopy of

1985 JUN 21 AM 10:36
QUEEN ANNE'S COUNTY

said notice attached hereto and made a part hereof, said notice having been sent not earlier than twenty (20) days and not later than five (5) days before the date of sale.

Steven P. Henne

Subscribed and sworn to before me on the day and date first above written.

Glenda L. Albertstadt NOTARY PUBLIC Montgomery County MD

Notary Public

My Commission Expires:

July 1 1986

LAW OFFICES

HEISE JORGENSEN & STEFANELLI P.A.
CITIZENS SAVINGS AND LOAN ASSOCIATION BUILDING
8485 FENTON STREET, SUITE 300
SILVER SPRING, MARYLAND 20910

JOHN I. HEISE, JR.
HERBERT W. JORGENSEN
RICHARD F. STEFANELLI
STEVEN P. HENNE
LOUIS S. PETTEY
JOHN P. RHODY, JR.
DOUGLAS J. VAN HOOK

(301) 585-6400

May 20, 1985

BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED

William Thomas Forbes
Terri Lee Forbes
Box 207 Dominion Road
Chester, Maryland 21619

Re: Foreclosure

Dear Mr. and Mrs. Forbes:

I am the Substituted Trustee under a deed of trust dated May 9, 1984 and recorded in Liber 213 at Page 232 among the land records for Queen Anne's County, Maryland and in that capacity the deed of trust has been forwarded to me for foreclosure.

The foreclosure sale for this deed of trust will be held at 11:00 a.m. on June 4, 1985 on the front steps of the Court House in Centreville, Maryland. The terms of sale are as follows:

A cash deposit of $5,000.00 will be required at the time of sale. The balance is payable in cash with interest from date of sale at the rate of 13.5% per annum payable within five days after final ratification of the sale by the Circuit Court for Queen Anne's County, Maryland.

The property is sold subject to covenants, easements, and restrictions of record.

Adjustments on all taxes, public charges, and special or regular assessments will be made as of the date of sale and thereafter be assumed by the purchaser. Title examination, conveyancing, state revenue stamps, state and

county transfer taxes, and all other costs incident to transfer of title and settlement are to be paid by the purchaser. Compliance with the terms of sale shall be made within five days after final ratification of sale or the deposit shall be forfeited and the property resold at the risk and cost of the defaultant purchaser.

For further information, please refer to the copy of the advertisement of the sale which I enclose.

Very truly yours,

Steven P. Henne

SPH:le
Enclosure
11:LTFORE1-2

RUN AD ON MAY 15, 22 & 29, 1985

TRUSTEES' SALE OF VALUABLE REAL ESTATE

By virtue of the power and authority contained in a certain deed of trust from William Thomas Forbes and Terri Lee Forbes to Phillip W. Shepard and E. French Strother, dated May 9, 1984 and recorded among the Land Records of Queen Anne's County, Maryland in Liber 213 at Page 232, the undersigned substituted trustees (by virtue of Deed of Appointment between Manufacturers Hanover Mortgage Corporation and said trustees recorded among the Land Records of Queen Anne's County) will, on

TUESDAY, JUNE 4, 1985

at 11:00 o'clock, A.M.

offer for sale at public auction at the front door of the Court House in Centreville, Maryland, all of the property and improvements thereon conveyed by said deed of trust, described in said deed of trust as follows:

> ALL THAT PARCEL of land situate in Crab Alley Neck on Kent Island, near Kingsley's Chapel, and described as follows: Beginning for the same at the Northwest corner of the lot formerly of Franklin Geis (now of John Schultz), on the East side of the public road leading down Crab Alley Neck; and running Easterly parallel with the said Schultz lot 140 yards to a boundary (the land of Thomas Price); thence Northerly to a boundary (the land of C.E. Chance) 17-½ yards; thence Westerly until it intersects the said main road leading down

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This property is sold subject to covenants, easements and restrictions of record, if any.

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

Compliance with the terms of sale shall be made within five (5) days after final ratification of sale or the deposit shall be forfeited and the property resold at the risk and cost of the defaultant purchaser.

All inquiries regarding the sale should be directed to the undersigned, Jeffrey A. Weber, Substituted Trustee.

JEFFREY A. WEBER
STEVEN P. HENNE
Substituted Trustees
2101 Defense Highway
Crofton, Maryland 21114
(301) 721-7169

Herbert W. Jorgensen
Attorney for Trustees
8485 Fenton Street, Suite 300
Silver Spring, Maryland 20910
(301) 585-8400

LAW OFFICES

HEISE JORGENSEN & STEFANELLI P.A.
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STEVEN P. HENNE
LOUIS S. PETTEY
JOHN P. RHODY, JR.
DOUGLAS J. VAN HOOK

(301) 585-8400

May 20, 1985

BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED

William Thomas Forbes
Terri Lee Forbes
530-C Alabama Avenue
Salisbury, Maryland 21801

Re: Foreclosure

Dear Mr. and Mrs. Forbes:

I am the Substituted Trustee under a deed of trust dated May 9, 1984 and recorded in Liber 213 at Page 232 among the land records for Queen Anne's County, Maryland and in that capacity the deed of trust has been forwarded to me for foreclosure.

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A cash deposit of $5,000.00 will be required at the time of sale. The balance is payable in cash with interest from date of sale at the rate of 13.5% per annum payable within five days after final ratification of the sale by the Circuit Court for Queen Anne's County, Maryland.

The property is sold subject to covenants, easements, and restrictions of record.

Adjustments on all taxes, public charges, and special or regular assessments will be made as of the date of sale and thereafter be assumed by the purchaser. Title examination, conveyancing, state revenue stamps, state and

county transfer taxes, and all other costs incident to transfer of title and settlement are to be paid by the purchaser. Compliance with the terms of sale shall be made within five days after final ratification of sale or the deposit shall be forfeited and the property resold at the risk and cost of the defaultant purchaser.

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Very truly yours,

Steven P. Henne

SPH:le
Enclosure
11:LTFORE3-4

RUN AD ON MAY 15, 22 & 29, 1985

TRUSTEES' SALE OF VALUABLE REAL ESTATE

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TUESDAY, JUNE 4, 1985

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All inquiries regarding the sale should be directed to the undersigned, Jeffrey A. Weber, Substituted Trustee.

JEFFREY A. WEBER
STEVEN P. HENNE
Substituted Trustees
2101 Defense Highway
Crofton, Maryland 21114
(301) 721-7169

Herbert W. Jorgensen
Attorney for Trustees
8485 Fenton Street, Suite 300
Silver Spring, Maryland 20910
(301) 585-8400

18 MSP 324

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

STEVEN P. HENNE and

JEFFREY A. WEBER, Substitute Trustees

vs.

WILLIAM THOMAS FORBES and

TERRI LEE FORBES

Civil No. 85-00290

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 21st day of June, 1985 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin
Marguerite W. Mankin,
Clerk

Filed: June 21, 1985

18 PAGE 325

SPH13:MNO1-2
6/18/85:le

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

STEVEN P. HENNE and JEFFREY A. WEBER, Substitute Trustees Plaintiffs vs. WILLIAM THOMAS FORBES and TERRI LEE FORBES Defendants	*	Civil Action No. 85-00290

MOTION FOR SUBSTITUTION OF PURCHASER

Come now the Substituted Trustees, Steven P. Henne and Jeffrey A. Weber, by their undersigned counsel, and move that this Honorable Court order substitution of purchaser in connection with the sale conducted in the above captioned matter and as reasons therefor state as follows:

1. That acting pursuant to the power of sale in the Deed of Trust filed herein, the said Substituted Trustees sold the subject property on June 4, 1985, to Manufacturers Hanover Mortgage Corporation, the secured party, at and for the sum of $47,400.00.

2. That the loan secured by the subject deed of trust was insured by the Veterans Administration of the United States Government.

RECEIVED
CLERK CIRCUIT COURT
1985 JUL 18 AM 10:35
QUEEN ANNE'S COUNTY

3. That pursuant to the requirements of the insurance of the loan, the Substituted Trustees have been advised that the property should be conveyed to the Administrator of Veterans Affairs, his successors and assigns.

WHEREFORE, the premises considered, the Substituted Trustees move that this Honorable Court order that the Administrator of Veterans Affairs be substituted for Manufacturers Hanover Mortgage Corporation as purchaser of the property and as the party to whom conveyance shall be made after final ratification of the sale.

HEISE JØRGENSEN & STEFANELLI P.A.

By Herbert W. Jorgensen
Herbert W. Jorgensen
Attorney for Trustees
8485 Fenton Street, Suite 300
Silver Spring, Maryland 20910
(301) 585-8400

CONSENT TO SUBSTITUTION OF PURCHASER

Manufacturers Hanover Mortgage Corporation, purchaser, hereby consents to substitution of the Administrator of Veterans Affairs as purchaser at the subject sale.

MANUFACTURERS HANOVER MORTGAGE CORPORATION

By Linda Whiteman

ASSOC. Vice President
Linda Whiteman

[18 PAGE 327]

SPH13:ORO
6/18/85:le

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

STEVEN P. HENNE and JEFFREY A. WEBER, Substitute Trustees Plaintiffs vs. WILLIAM THOMAS FORBES and TERRI LEE FORBES Defendants	*	Civil Action No. 85-00290

ORDER FOR SUBSTITUTION OF PURCHASER

The Motion of the Substitute Trustees having been read and considered and all necessary consents having been obtained, it is this 22nd day of July, 1985, by the Circuit Court for Queen Anne's County, Maryland,

ORDERED, that the Administrator of Veterans Affairs, his successors and assigns, be substituted as purchaser in the place and stead of Manufacturers Hanover Mortgage Corporation, and that the Substituted Trustees be and are hereby authorized to make conveyance of the subject property to the Administrator of Veterans Affairs, his successors and assigns, after final ratification of sale.

RECEIVED
CLERK, CIRCUIT COURT
1985 JUL 22 PM 4:01
QUEEN ANNE'S COUNTY

Dayton O. Carter
Judge, Circuit Court for
Queen Anne's County, Maryland

18 PAGE 325

SPH12:FFO10
5/31/85:le

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

STEVEN P. HENNE and JEFFREY A. WEBER, Substitute Trustees	*	
Plaintiffs	*	
vs.	*	Civil Action No. 85-00290
WILLIAM THOMAS FORBES and TERRI LEE FORBES	*	
Defendants	*	

FINAL ORDER OF RATIFICATION

ORDERED, this 22nd day of July, A.D., 1985, by the Circuit Court for Queen Anne's County, and by the authority thereof, that the sale made by Jeffrey A. Weber and Steven P. Henne, Substituted Trustees, and reported in the above entitled cause be, and the same is hereby, finally ratified and confirmed; no cause to the contrary thereof having been shown, although notice appears to have been given as required by the Notice filed herein.

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CLERK, CIRCUIT COURT
1985 JUL 22 PM 4:02
QUEEN ANNE'S COUNTY

Clayton D. Carlson
Judge, Circuit Court for
Queen Anne's County, Maryland

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

STEVEN P. HENNE, et al. :
Substitute Trustees :
v. : Civil #85-00290
WILLIAM THOMAS FORBES, et al. :
Defendants :

: : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$ 47,400.00	
Interest [see Note A]			
Real property taxes $ 324.21			
from 06/04/85 to 06/30/85			
26 days @ $ 0.888		23.09	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 47,423.09
COMMISSIONS, to Fiduciary (1%)		$ 474.00-	
EXPENSES OF SALE			
Court costs	$ 276.50-		
Advertising			
Notices of sale	237.56-		
Report of sale	79.14-		
Bond premium	260.00-		
Auctioneer's fee	100.00-	953.20-	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 65.00-		
Postage & copies	1.26-	66.26-	1,493.46-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 45,929.63

QUEEN ANNE'S COUNTY
1985 OCT 25 PM 2:08
CLERK'S OFFICE

INDEBTEDNESS DUE UNDER DEED OF TRUST		
Per Statement of Debt		
Principal	$ 53,250.00-	
Interest to 06/04/85	7,247.83-	$ 60,497.83-
NET CREDIT FROM CREDITOR/PURCHASER on 06/04/85 (See Note A)		45,929.63
BALANCE OWED BY DEBTORS after credit		$ 14,568.20-

Note A: The property was purchased by the Lender at the foreclosure sale. On July 22, 1985, the Administrator of Veterans Affairs was substituted as purchaser. The Suggested Account and the Settlement Statement indicate that the deposit and pre-settlement interest were waived in accordance with the theory set forth in Weismiller v. Bush, 56 Md.App. 593, and the Report filed in Chancery #7107, which is incorporated by reference in this Audit. There may be some difficulty in analogizing those authorities to the present case in view of the substitution of purchaser here; but since the Suggested Account does not charge any interest against the Debtors after the date of sale, the net effect appears to be the same, if not more favorable to them.

N O T I C E

The attached Account was filed on October 25, 1985. 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 Civil Action #85-00290. 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 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 persons on October 25, 1985:

Herbert W. Jorgensen, Esquire
Attorney for Trustees
Suite 300
8485 Fenton Street
Silver Spring, Maryland 20910

William Thomas Forbes
Box 207 Dominion Road
Chester, Maryland 21619

Terri Lee Forbes
Box 207 Dominion Road
Chester, Maryland 21619

John W. Sause, Jr.
Auditor

18 MD 332

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

STEVEN P. HENNE, et al. :
:
v. : Civil #85-00290
WILLIAM THOMAS FORBES, et al. :
:

: : : : :

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate 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 6th day of November, 1985,

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

RECEIVED
CLERK, CIRCUIT COURT
1985 NOV -6 PM 3:23
QUEEN ANNE'S COUNTY

18 333

BARBARA J. HASLIP
PLAINTIFF

vs.

Robert HASLIP

In the Circuit Court for Queen Anne's County
No. DR 7392
Judgment
Int. from
Costs
Credits
Recorded in Liber _____ folio _____

MS

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

You will please record the court Notice Regarding Ratification of Sale dated 26th day of August, 1985-

Said October 31, 1985-

Attorney for BARBARA J. HASLIP

18 PAGE 334

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

BARBARA J. HAISLIP

vs.

ROBERT HAISLIP

EQUITY
~~XXXXX~~ No. 7392

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 26th day of August, 1985 that the sale of the real and personal property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin,
Clerk

Filed: August 26, 1985

18 435

GERTRUDE COOPER, Cemetery Road, Grasonville, Maryland 21638,
JOHN BUTLER, Grasonville, Maryland 21638,
NELLIE BUTLER, Gravel Run Road, Grasonville, Maryland 21638,
MARGUERITE WHITE, 3034 Windsor Avenue, Baltimore, MD 21216, P. R.
and
IDA MAY SMITH, Melvin Avenue, Grasonville, Maryland 21638, P. R.
of the Estate of
JEROME BUTLER, late of Queen Anne's County, deceased, and
DOLORES STINSON, Box 14, Grasonville, Maryland 21638, P. R.
of the Estate of Mary Louise Gould, late of Queen Anne's County, deceased

PLAINTIFFS

vs.

FRANCES BONDS, Deer's Head Center, Salisbury, Maryland 21801,
MAE H. PAYNE McDANIEL, 16 West Cummings Avenue, Hampton, Virginia 23663,
SHARON ANISE McDANIEL, 721 North Fountain Avenue, Springfield, Ohio 45504,
WARREN BUTLER, Jr., Grasonville, Maryland 21638,
ROBERT L. BUTLER, Melvin Avenue, Grasonville, Maryland 21638,
MARCELLE BUTLER, Brownsville, Centreville, Maryland 21617,
JOSEPH BUTLER, 26 Latimor Way, Burlington, New Jersey 08016,
JAMES CASTOR BUTLER, P. O. Box 8, Grasonville, Maryland 21638, and the
UNKNOWN HEIR, DEVISEE OR PERSONAL REPRESENTATIVE OF JAMES BUTLER, OF MAMIE McDANIEL and OF HARRY BUTLER, all late of Queen Anne's County, deceased

DEFENDANTS

In the Circuit Court
for
Queen Anne's
County

EQUITY No. 7542

FILED 1975 FEB 19 PM 2 718 $60.00

74 FEB 19 PM 2:28
QUEEN ANNE'S COUNTY

* * * * *

Bill of Complaint

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Gertrude Cooper, John Butler, Nellie Butler, Dolores Stinson, Personal Representative of the Estate of Mary Louise Gould, late of Queen Anne's County, Maryland, deceased, and Marguerite White and Ida May Smith, Personal Representatives of the Estate of Jerome Butler, late of Queen Anne's County, deceased, Plaintiffs, by Howard Wood, their Attorney, allege:

1. Peter Cornelius Butler died intestate in or about August, 1942, a resident of Queen Anne's County, Maryland, seized and possessed in fee simple of a lot or parcel of land situate in the village of Grasonville in the Fifth Election District of Queen Anne's County on the east side of Melvin Lane or Avenue,

which has been surveyed and divided into two (2) parcels of land designated Parcel "A", containing 0.866 of an acre, more or less, and Parcel "B", containing 3.690 acres, more or less, by survey made by Watson and Son in November, 1983, a plat of which is filed herewith marked "Plaintiffs' Exhibit A", and which are more particularly described by said survey as follows:

Parcel "A": BEGINNING at an iron pipe on the east side of Melvin Avenue, said point also being the northwest corner of Anderson lands and thence with Melvin Avenue North 11° 31' 50" west 153.69 feet to an iron pipe; thence with Parcel "B" North 74° 53' 45" east 201.52 feet to an iron pipe; thence still with Parcel "B" South 09° 38' 09" east 227.63 feet to an iron pipe; thence with Anderson lands North 84° 01' 40" west 203.00 feet to the place of beginning, containing 0.866 of an acre, more or less; and

Parcel "B": BEGINNING at an iron pipe on the east side of Melvin Avenue, said point also being the northwest corner of Parcel "A" and thence with Melvin Avenue North 11° 31' 50" west 162.73 feet to an iron pipe; thence with Smith and Warrick Lands North 74° 20' 57" east 217.72 feet to an iron pipe (passing over an iron pipe at 117.65 feet); thence with Wilson lands North 75° 31' 31" east 212.61 feet to a concrete monument; thence with Burke lands North 73° 55' 58" east 119.94 feet to a concrete monument; thence with Eastwood Builders, Inc. and Campbell lands South 17° 33' 34" east 229.04 feet to an iron pipe (passing over an iron bar at 109.92 feet); thence with Cook and Brown lands South 86° 33' 25" west 158.64 feet to a stone (passing over an iron pipe at 107.07 feet); thence still with Brown lands South 16° 43' 58" east 280.87 feet to a stone; thence with Fisher lands North 85° 42' 59" west 220.32 feet to a concrete monument; thence with Anderson lands North 84° 01' 40" west 37.89 feet to an iron pipe; thence with Parcel "A" North 09° 38' 09" west 227.63 feet to an iron pipe; thence still with Parcel "A" South 74° 53' 45" west 201.52 feet to the place of beginning, containing 3.690 acres of land, more or less;

BEING the same land acquired by Peter Cornelius Butler as set forth in the next following paragraphs 2 through 6.

2. One James Butler acquired said land by deed from John B. Brown, Trustee, dated November 10, 1877, and recorded among said land records in Liber J.W. No. 8, folio 274. A photocopy of said recorded deed is filed herewith marked "Plaintiffs' Exhibit B".

3. Said Peter Cornelius Butler and one Wrightson Butler were children of James Butler who died in or about 1926 intestate, a resident of Queen Anne's County, and whose heirs are unknown to Plaintiffs, inasmuch as Plaintiffs have been unable to find any record of any marriage of James Butler aforesaid.

4. Peter Cornelius Butler was married on December 5, 1889, and thereafter continued to reside on said real estate until his death. Prior to 1922, said real estate became assessed for property taxes to Peter Cornelius Butler under the name of P. C. Butler. The property remained assessed to P. C. Butler until his death and thereafter until the present time to P. C. Butler Heirs.

5. Wrightson Butler conveyed his interest in said real estate, recited to be an undivided one half interest, to Peter Cornelius Butler by deed dated February 10, 1927, and recorded among said land records in Liber B.N.T. No. 6, folio 342. Said deed is filed herewith, marked "Plaintiffs' Exhibit C".

6. Peter Cornelius Butler was in actual, open, notorious, exclusive, hostile and continuous possession, under a claim of title and ownership, of all of the real estate surveyed as aforesaid from February 10, 1927 until his death. His heirs have continued in actual, open, notorious, exclusive, hostile and continuous possession, under a claim of title and ownership, of all of said real estate from the time of Peter Cornelius Butler's death until the filing of this Bill; and said heirs are, therefore, vested with a good and merchantable, fee simple title to said real estate and each and every part thereof.

7. The abovenamed Peter Cornelius Butler left surviving him as his only heirs eight (8) children, namely:

(i) Gertrude Cooper, daughter, one of the Plaintiffs;

(ii) John Butler, son, one of the Plaintiffs;

(iii) Frances Bonds, daughter, one of the Defendants;

(iv) Mamie McDaniel, daughter, who died intestate, a resident of Queen Anne's County, over 28 years ago, a widow, leaving surviving as her only heir a son, James Cornelius McDaniel, who died on or about December 20, 1961, a resident of the City of Hampton, Virginia. An exemplified copy of his Will is filed herewith, marked "Plaintiffs' Exhibit D". His interest in said real estate is now vested under said Will in Mae H. Payne McDaniel, one of the Defendants, for her life, with remainder in fee simple to Sharon Anise McDaniel, one of the Defendants.

(v) Harry Butler, son, who died intestate, a resident of Queen Anne's County, in or about October 1956, leaving surviving his wife, Nellie Butler, one of the Plaintiffs, but leaving no descendant or descendants surviving him, and seized and possessed of no real or personal property excepting his one-eighth (1/8) interest in said real estate.

(vi) James Warren Butler, Sr., son, who died intestate, a resident of Queen Anne's County, on or about March 7, 1962, leaving surviving as his heirs his wife Piccola C. Butler and four (4) sons, Warren Butler, Jr., Robert L. Butler, Marcelle Butler and Joseph Butler. These children are four of the Defendants. Piccola C. Butler died on or about March 15, 1964, a resident of Queen Anne's County. A certified copy of her Will is filed herewith, marked "Plaintiffs' Exhibit E". Her sole legatee, James Castor Butler, is one of the Defendants.

(vii) Mary Louise Gould, daughter, who died intestate on or about March 1, 1981, a resident of Queen Anne's County. Dolores Stinson is Personal Representative of her estate, as appears by reference to a certificate of the Register of Wills which is filed herewith, marked "Plaintiffs' Exhibit F", and is named in that capacity as one of the Plaintiffs.

(viii) Jerome Butler, son, who died intestate on or about January 20, 1983, a resident of Queen Anne's County. Marguerite White and Ida May Smith are Personal Representatives of his estate, as appears by reference to a certificate of the Register of Wills which is filed herewith, marked "Plaintiffs' Exhibit G", and are named in that capacity as two of the Plaintiffs.

8. That there has been no administration, so far as is known to the Plaintiffs, upon any of the estates of James Butler, Mamie McDaniel or Harry Butler, all deceased.

9. That the above described land cannot be divided without loss or injury to the parties entitled thereto.

10. That Robert L. Butler has a moveable trailer home on Parcel "A", in which none of the other heirs of Peter Cornelius Butler has any interest.

11. And that the Estate of Jerome Butler has a moveable trailer home on Parcel "B", in which none of the other heirs of Peter Cornelius Butler has any interest.

TO THE END, THEREFORE:

(A) That a Trustee be appointed to make sale of the real estate hereinabove described;

(B) That the proceeds of such sale or sales be divided among the parties entitled thereto in accordance with their respective interests in said lands;

(C) That an Order of Publication be issued against the Unknown Heir, Devisee or Personal Representative of each of the following named decedents: James Butler, Mamie McDaniel and Harry Butler; and that an order be passed for a copy thereof to be posted on said real estate;

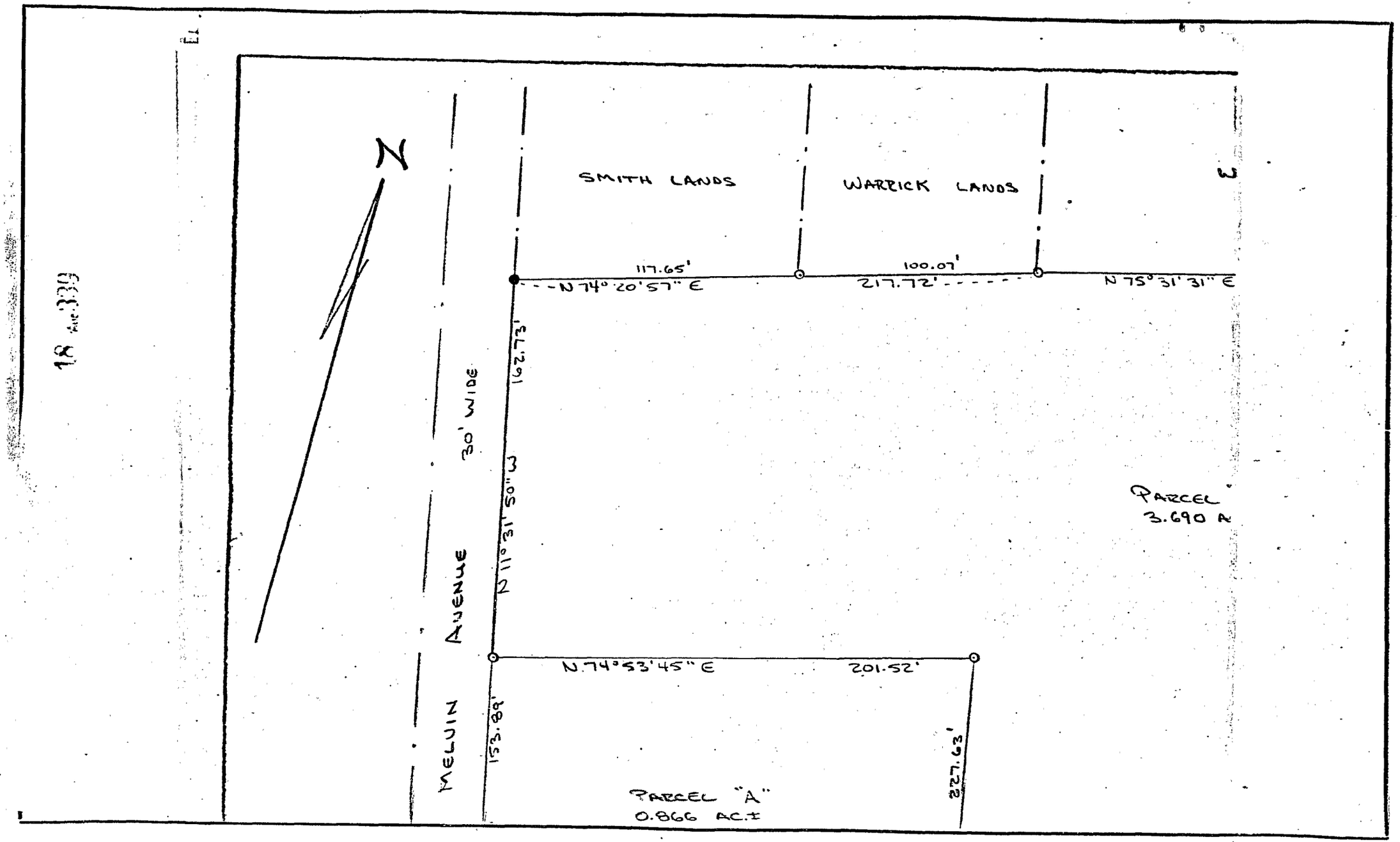
(D) That a notice to the creditors of the estates of James Butler, Mamie McDaniel and Harry Butler be duly published advising them to file their respective claims on or before a specified date with the Clerk of this Court, to be filed in these proceedings.

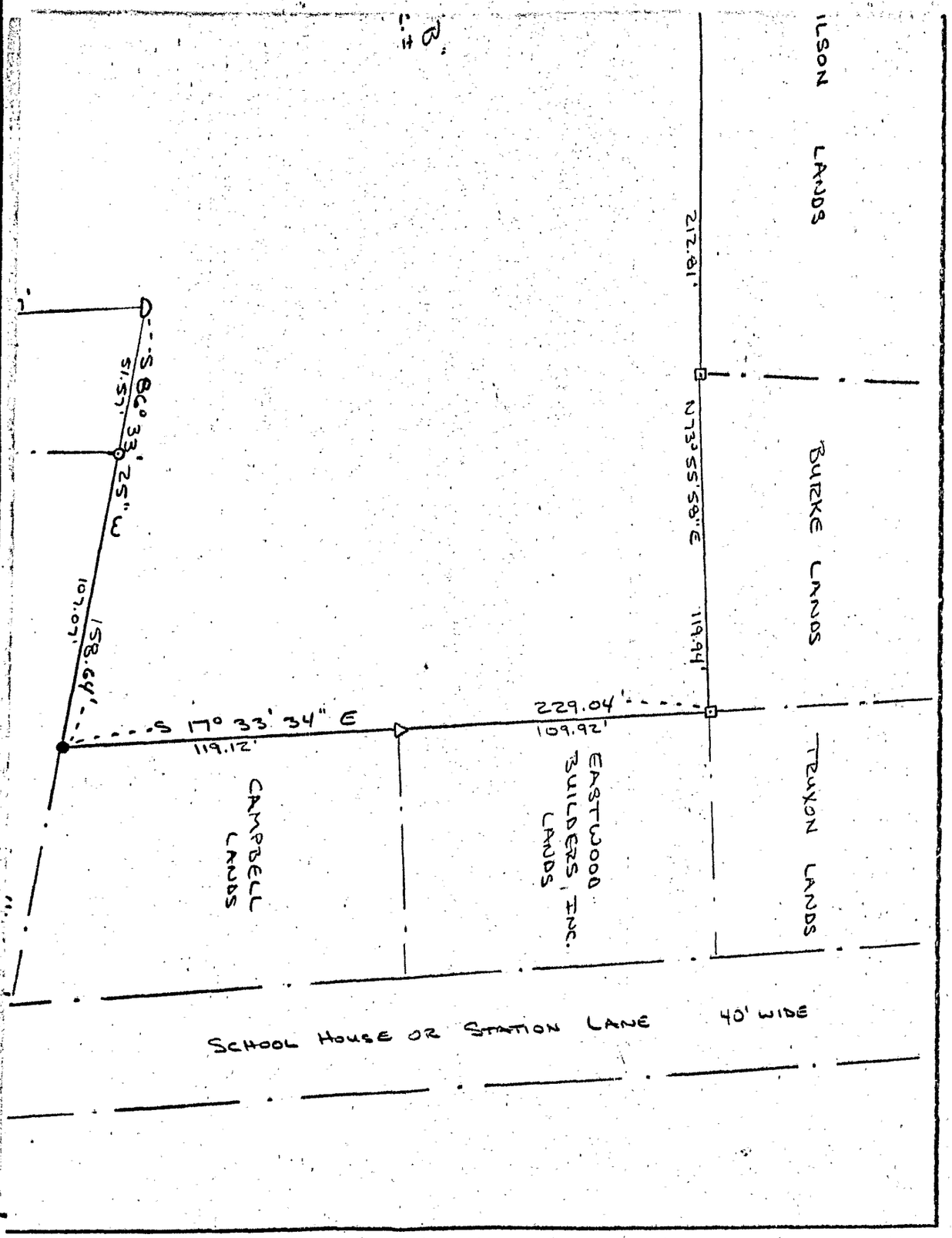
(E) That jurisdiction over the estate of Harry Butler, deceased, be assumed by this Honorable Court for the purpose of having his one-eighth (1/8th) interest in said real estate appraised as of the time of his death and, if such appraised value be less than Two Thousand Dollars ($2,000.00), ordering that Nellie Butler is entitled to his entire interest and the proceeds of sale thereof.

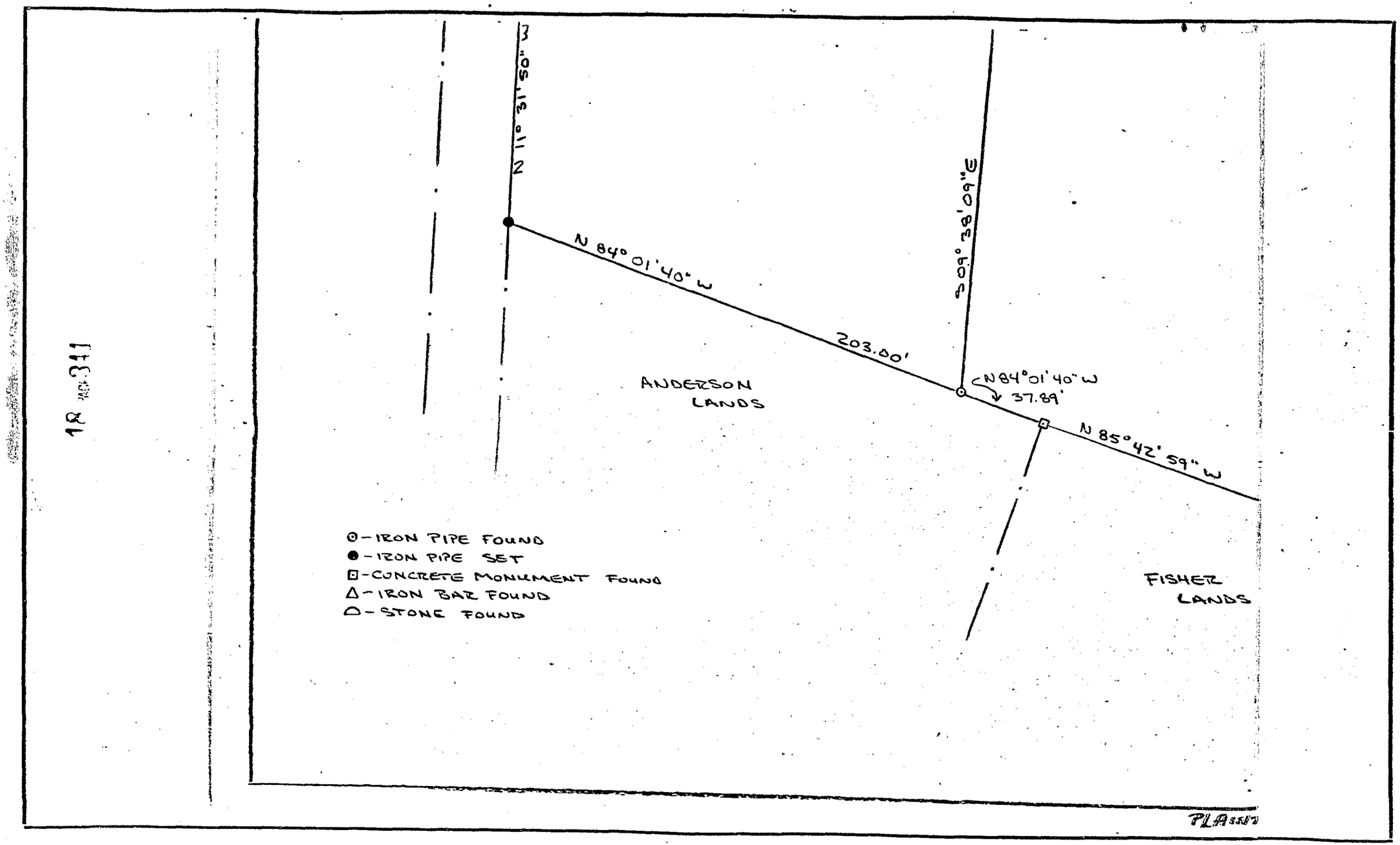
(F) And for such other and further relief as Plaintiffs' case may require.

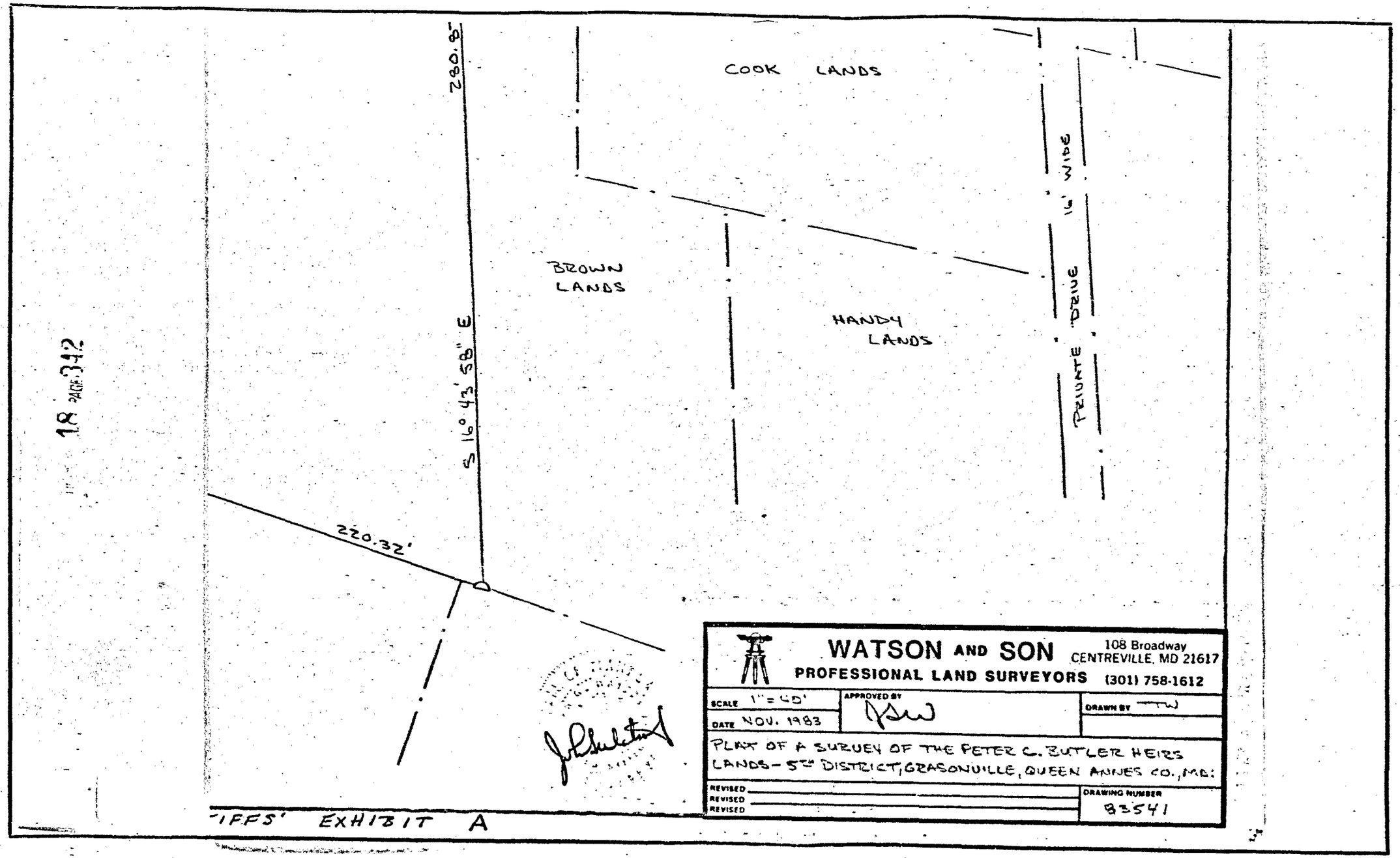
Howard Wood

(Howard Wood) Attorney for the Plaintiffs
119 Lawyers Row, P. O. Box 307
Centreville, Maryland 21617
(301) 758-1460


N
SMITH LANDS
WARRICK LANDS
117.65'
100.07'
N 74° 20' 57" E
217.72'
N 75° 31' 31" E
162.73'
N 11° 31' 50" W
30' WIDE
MELVIN AVENUE
PARCEL
3.690 Ac
N 74° 53' 45" E
201.52'
153.89'
227.63'
PARCEL "A"
0.866 AC.±


ILSON LANDS
212.81'
N73°55'58"E
119.94'
BURKE LANDS
S 86° 33' 25" W
51.57'
107.07'
158.64'
S 17° 33' 34" E
119.12'
229.04'
109.92'
CAMPBELL LANDS
EASTWOOD BUILDERS, INC. LANDS
TRUXON LANDS
SCHOOL HOUSE OR STATION LANE
40' WIDE


N 11° 31' 50" E
N 84° 01' 40" W
203.00'
209° 38' 09" E
N 84° 01' 40" W
37.89'
N 85° 42' 59" W
ANDERSON LANDS
FISHER LANDS
⊙ - IRON PIPE FOUND
● - IRON PIPE SET
⊡ - CONCRETE MONUMENT FOUND
△ - IRON BAR FOUND
⌂ - STONE FOUND
PLAN


COOK LANDS
280.8'
S 16° 43' 58" E
BROWN LANDS
HANDY LANDS
PRIVATE DRIVE 16' WIDE
220.32'
18 PAGE 342
WATSON AND SON
PROFESSIONAL LAND SURVEYORS
108 Broadway
CENTREVILLE, MD 21617
(301) 758-1612
SCALE 1" = 40'
DATE NOV. 1983
APPROVED BY
DRAWN BY TW
PLAT OF A SURVEY OF THE PETER C. BUTLER HEIRS LANDS - 5TH DISTRICT, GRASONVILLE, QUEEN ANNES CO., MD.
REVISED
REVISED
REVISED
DRAWING NUMBER
83541
"IFFS' EXHIBIT A

incur in the collection of the aforesaid Mortgage debt, and it is agreed that in case of default the same shall constitute a lien or charge on the property hereby conveyed, the same as though included in the first instance in the Mortgage debt aforesaid.

Witness my hand and seal

Test: R Goldsborough

Albert S. Vane

State of Maryland, Queen Anne's County, to wit: Thereby certify that on this twenty fifth day of June, in the year Eighteen hundred and Seventy eight, before the Subscriber a Justice of the Peace of the State of Maryland, in and for Queen Anne's County, personally appeared Albert S. Vane and acknowledged the foregoing deed of Mortgage to be his act, and at the same time, before me also appeared, John Wilkinson, the Mortgagee above named, and made oath on the Holy Evangely of Almighty God, that the Consideration set forth in the foregoing deed of mortgage is true and bona fide as therein set forth.

R Goldsborough J.P.

Thereby release the above and aforegoing Mortgage.

As witness my hand and seal, this 28th day of December 1882.

Test: S C Dudley Clerk

J Wilkinson

Queen Anne's County, to wit: be it remembered, that in the first day of July in the year Eighteen hundred and Seventy eight the following Deed was brought to be recorded, to wit:

This Deed made this tenth day of November in the year Eighteen hundred and Seventy Seven by John W Brown, Trustee of Queen Anne's County State of Maryland, witnesseth: whereas Lloyd Tilghman late Surviving Trustee to sell the Real Estate of William Grason, late of Queen Anne's County, State of Maryland, deceased having made Sale of the hereinafter described parcel of land to James Butler, colored of Queen Anne's County, State of Maryland, at and for the Sum of Eighty dollars and having departed this life without having received of the said James Butler the purchase money therefor: and whereas John W. Brown of County and State aforesaid having been by the Circuit Court for Queen Anne's County in Equity by its order passed in the case of "Philemon P Hopper and Lloyd Tilghman Trustees of Richard Grason and others," appointed Trustee in the place and stead of the said Lloyd Tilghman deceased, to execute

Original Examiner deld to [illegible] July 2nd 1879.

PLAINTIFFS' EXHIBIT B

EXAMINER'S EXHIBIT B

the duties of said Trust and whereas the said James Butler has paid unto the said John B. Brown, Trustee, the aforesaid purchase money for said lot of land and is entitled to receive a deed of conveyance therefor, Now therefore, the said John B. Brown, Trustee, doth grant unto the said James Butler, his heirs and assigns All the lot of land as aforesaid sold him, together with all the right and title of all the parties to the aforesaid Cause of "Philemon S. Hopper and Lloyd Tilghman, Trustees vs Richard Grason and others," therein, being all that lot of land situate, lying and being in the Fifth Election District of Queen Annes County aforesaid adjoining the lands of Lewis Rowles Francis F. Wrightson and others and contained within the following meter and bounds, courses and distances, to wit: Beginning at a Stone marked with the figures VI and running thence north forty perches thence East Sixteen perches, thence north forty perches to a Stone marked with the figures VII and thence west Sixteen perches to the Beginning, containing four acres of land, being Lot No 6 as described in Surveyors Plat and Certificate filed in the aforesaid Cause of "Philemon S. Hopper and Lloyd Tilghman, Trustees vs Richard Grason and others." to the proceedings in which Case and the aforesaid Surveyors Plat and Certificate filed in said Case special reference is hereby made for a full description of said Lot No 6 hereby conveyed.

Witness his hand and Seal

witness
A. Goldsborough

John B. Brown (Seal)
Trustee

State of Maryland, Queen Annes County, to wit: I hereby certify that on this tenth day of November in the year eighteen hundred and Seventy Seven before me the Subscriber a Justice of the Peace of the State of Maryland in and for Queen Annes County personally appeared John B. Brown, Trustee; and acknowledged the aforegoing deed to be his act and deed.

A. Goldsborough J.P.

Queen Annes County, to wit: be it remembered, that on the first day of July in the year Eighteen hundred and seventy eight, the following Power of attorney and assignment of mortgage were brought to be recorded to wit:

Know all men by these present that I, William McKenney of Queen Annes County, State of Maryland, have made, constituted and appointed and by these presents do make, constitute and appoint Edwin H. Brown of County and State aforesaid my true and lawful attorney for me and in my name and behalf and for my use to ask, demand, sue for, recover and receive all such sum or sums of money as are due, owing and unpaid to me on a certain mortgage executed and acknowledged agreeably to law by J. H. C. Parsons and Georgianna S. Parsons his wife to me bearing date the twenty second day of December in the year Eighteen hundred and Seventy Six and recorded in Liber J. W. No 6. Folios 379. 380 & 381. a Land Record Book for Queen Annes County aforesaid, and for the purpose aforesaid I do authorize and empower the said Edwin H. Brown to make sale

Original Examined & del'd to J. B. Brown July 2nd 1878.

18 a.345

THIS DEED, made this 10th--- day of February, in the year nineteen hundred and twenty seven, by Wrightson Butler, of Queen Anne's County, State of Maryland, (Single Man).

WITNESSETH: That for and in consideration of one dollar and other good and valuable consideration, the receipt thereof being hereby acknowledged, the said Wrightson Butler does hereby grant and convey unto Peter Cornelius Butler, of said County and State, his heirs and assigns, in fee simple, an undivided one half interest in all that piece, tract, part of a tract and parcel of land, improved by three small dwelling houses, situate, lying and being in the village of Grasonville, in The Fifth Election District of Queen Anne's County aforesaid and more particularly described as follows: On the left hand side of the road leading from the Queenstown-Kent Island public road to what was formerly known as Lang's Saw Mill and to land formerly owned by Robert Warner; adjoining on the Northwest the land of John F. Seward, on the northeast, the land of John Griffin and on the southeast, the land of Mary Love, containing four and one half acres of land, more or less, said land being now occupied by said Peter Cornelius Butler, and his daughter and son in law, Mattie McDaniel and Henry McDaniel, and being the same land that was conveyed unto James Butler by John H. Brown, Trustee, by deed dated the tenth day of November, eighteen hundred and seventy seven, and recorded in liber J. W. No. 6 folio 274, a land record book for Queen Anne's County, and in said deed described as follows: Adjoining the lands of Lewis Bowles, Francis F. Wrightson and others, and contained within the following metes and bounds, courses and distances, to wit: Beginning at a stone marked with the figures VI and running thence North forty perches, thence East sixteen perches, thence North forty perches to a stone marked with the figures VII, and thence West sixteen perches to the beginning, containing four acres of land,

PLAINTIFFS' EXHIBIT C

EXAMINERS' EXHIBIT C

being lot No. 6 as described in Surveyor's plat and certificate filed in the cause of Philemon B. Hopper and Lloyd Tilghman, Trustee, vs. Richard Grason and others.

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

AND the said Wrightson Butler covenants to warrant specially the property hereby conveyed and to execute such other and further assurances thereof as may be or become requisite or necessary.

Witness my hand and seal.

WITNESS:

WRIGHTSON BUTLER (SEAL)

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

I hereby certify that on this 10th day of February, in the year nineteen hundred and twenty seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Wrightson Butler, and acknowledged the within and aforegoing deed to be his act.

In testimony whereof I hereunto subscribe my name and Notarial Seal affix, the day and year herein last above written.

IN THE NAME OF GOD, AMEN!

I, James Cornelius McDaniel, usually known as James C. McDaniel, of the Phoebus section of the City of Hampton, Virginia, being of sound and disposing mind and memory, do hereby make, ordain, publish and declare this to be my Last Will and Testament, hereby revoking all wills at any time heretofore made by me.

FIRST: I desire all my just debts and reasonable funeral expenses paid as soon after my demise as conveniently may be.

SECOND: All my property and estate, real, personal and mixed, of every kind and nature whatsoever, and whenever acquired and wherever situated or located, I give, devise and bequeath to my beloved wife, Mae H. Payne McDaniel, should she survive me, to Have and to Hold the same for her use, for and during her natural life, without bond and without liability for waste, provided, however, that my said beloved wife shall keep any buildings standing upon any land owned by me at my death or subsequently erected thereon, adequately insured against loss or damage by fire, shall pay all premiums and all taxes, assessments and mortgage interest and shall maintain and keep the premises in good condition and repair. Upon the death of my said wife, or upon my death, if she does not survive me, I give, devise and bequeath all my said property to my beloved daughter, Sharon Aniso McDaniel, her heirs and assigns forever.

THIRD: Should my said beloved wife and I die in a common disaster under such circumstances as make it impossible to ascertain which of us was the survivor, then and in that event, it is my will that I be doemed the survivor.

FOURTH: I nominate and appoint my friend, Mrs. Eleanor Lundy Rice, Guardian of the person and property of my beloved minor daughter, Sharon Anise McDaniel, to serve during her minority and especially to see to it that the proceeds from a policy with the North Carolina Mutual Life Insurance Company, designed to finance my said daughter's education is properly applied to the consumation of that purpose.

FIFTH: I nominate and appoint my beloved wife, Mae H. Payne McDaniel, and Lorenzo C. White, Attorney at Law, of Hampton, Virginia, Executors of this my Last Will and Testament and Trustees of any and all Trusts hereby created and,

Without undertaking to distinguish between the duties and powers of my executors and trustees, and by way of illustration and not of limitation of their powers, I hereby authorize my executors and my trustees as follows:

(1) To sell any property, real or personal, publicly or privately, for cash or on time, without an order of court, upon such terms and conditions as to them seem best, without liability on the part of the purchaser to see to the application of the purchase money.

(2) To retain any of the original investments or other property constituting my estate at the time of my death, regardless of the character of said investments or other property or whether they be such as are authorized by law for investment by fiduciaries, for such time as to them shall seem best and to dispose of any such property by sale or exchange or otherwise as and when they shall deem advisable and to invest and reinvest funds in such stocks, bonds, notes, mortgages or other property as they shall deem advisable even though they are not of the character expressly approved by law for investment by fiduciaries.

(3) To charge the premiums of securities purchased at a premium either against principal or income or partly against income as they shall deem advisable; and to apply stock dividends and other extraordinary dividends to income or principal or to apportion such dividends between income and principal and their discretion with respect thereto shall be conclusive and binding upon all parties in interest.

(4) To vote at corporate meetings in person or by proxy with or without power of substitution.

In Witness Whereof, I have hereunto subscribed my name and affixed my seal this 20th day of July, 1961.

James Cornelius McDaniel (SEAL)
JAMES CORNELIUS MCDANIEL

The foregoing instrument consisting of three (3) typewritten pages was signed, published and declared by the Testator to be his Last Will and Testament in the presence of us, who at his request, in his presence, and in the presence of each other have hereunto subscribed our names as witnesses.

Robert A. Rice of Hampton Institute
Hampton, Virginia

Astor L. Wilson of 625 Bell Street
Hampton, Virginia

Julian M. Baker of 375 West Lincoln Street
Hampton, Virginia

In the Clerk's Office of the Circuit Court of the City of Hampton, Virginia, December 27th A. D. 1961.

A paper writing bearing date the 20th day of July, 1961, purporting to be the will of James Cornelius McDaniel, aka James C. McDaniel, deceased, was this day presented by Mae H. Payne McDaniel and Lorenzo C. White, the Executors named therein and offered for probate.

It appearing that James Cornelius McDaniel, aka James C. McDaniel, resided at 16 West Cummings Avenue, in the City of Hampton, within the jurisdiction of this Court, and that he died December 20th, 1961, Astor L. Wilson and Julian M. Baker, two of the subscribing witnesses to said paper writing, being first duly sworn, deposed and said that they were present together at the same time and in the presence of James Cornelius McDaniel, aka James C. McDaniel, when he, the testator, signed the said paper writing and acknowledged it to be his will and that they, at his request, in his presence and in the presence of each other, signed their names thereto as subscribing witnesses; and that the testator was at that time over twenty-one years of age and capable of making a will.

Thereupon the said paper writing dated July 20th, 1961, is established and adjudged to be the last will and testament of James Cornelius McDaniel, aka James C. McDaniel, deceased, and is ordered to be recorded as such.

Thereupon Mae H. Payne McDaniel and Lorenzo C. White, the Executors named therein, asked permission to qualify as such, whereupon, such permission being granted, they appeared, made oath as the law directs, and together with The Fidelity and Casualty Company of New York, their surety, by M. K. Taylor, its duly authorized attorney in fact, which first justified upon the oath of its said attorney in fact as to its sufficiency, entered into and acknowledged a bond as such Executors in the penalty of Four thousand dollars ($4,000.00), payable and conditioned according to law.

And certificate is granted Mae H. Payne McDaniel and Lorenzo C. White for obtaining a probate of the said will of

James Cornelius McDaniel, aka James C. McDaniel, deceased, in due form.

It is ordered that Stuart L. Whiting, John Riddick and D. A. Davis, Jr., being first duly sworn for the purpose, do truly and justly appraise in current money the personal estate of James Cornelius McDaniel, aka James C. McDaniel, deceased, and also any real estate which the Executors are authorized to sell, or of which they are authorized to receive the rents and profits, and return their appraisement under their hands as the law directs.

Given under my hand this 27th day of December, 1961.

C. M. Gibson Clerk

18 352

State of Virginia
City of Hampton } To-wit:

I, C. M. GIBSON, Clerk of the Circuit Court of the City of Hampton, do hereby certify that the foregoing is a true and perfect copy of the Last Will and Testament of James Cornelius McDaniel, aka James C. McDaniel, Late of the City of Hampton, Virginia with order of probate attached duly probated in this office on December 27, 1961, and of record in Will Book 18, Page 383

In testimony whereof, I have hereunto set my hand and annexed the seal of the said court, this 14th day of December 1983.

C. M. Gibson
Clerk.

State of Virginia
City of Hampton } To-wit:

I, Nelson T. Overton, Judge of the Circuit Court of the City of Hampton, hereby certify that C. M. GIBSON, whose name is signed to the foregoing certificate, is, and was at the time of signing the same, clerk of the Circuit Court of Hampton, Virginia, duly qualified; that his attestation is in due form of law; that his signature is genuine, and all his official acts entitled to full faith and credit.

Given under my hand this 14th day of December 1983.

Judge.

State of Virginia
City of Hampton } To-wit:

I, C. M. GIBSON, Clerk of the Circuit Court of the City of Hampton, do hereby certify that Nelson T. Overton whose name is signed to the foregoing certificate, is, and was at the time of signing the same, judge of the said court, duly qualified.

Given under my hand this 14th day of December 1983.

C. M. Gibson
Clerk.

78 AD 303

LAST WILL AND TESTAMENT
OF
PICCOLA C. BUTLER

I, Piccola C. Butler, of Queen Anne's County, in the State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this to be my last Will and Testament, in manner following, that is to say:

ITEM ONE: I do hereby direct that my funeral expenses and all my just debts shall be fully paid, and that a suitable gravestone or monument be erected at my grave.

ITEM TWO: I do hereby give, devise and bequeath all of my estate and property of every kind and description, real, personal and mixed, whenever acquired and wheresoever located, of which I die, seized and possessed or in any way entitled to, to my adopted son, James Castor Butler, absolutely and in fee simple.

ITEM THREE: In the event I should die before my adopted son, the said James Castor Butler, reaches the age of twenty-one years it is my wish and I hereby nominate and request the court to appoint Frances Chester of St. Michaels, Talbot County, Maryland to be the guardian of the said James Castor Butler and the trustee of his estate and property until he reaches the lawful age of majority. It is also my wish and desire, and I hereby request that, if my death occurs before my said son reaches his majority that the said Frances Chester hereinbefore named shall take my said son into her home and care for him as she knew I would do had I lived, and to exercise the full guardianship and control over him which I have hereinbefore intended to create and empower her to do.

ITEM FOUR: I do hereby constitute and appoint my attorney, Edward Turner, to be the Executor of this my last Will and Testament, hereby revoking all other wills and testaments heretofore made by me, and it is my wish and desire and I hereby direct that the said Edward Turner shall be excused from the necessity of giving bond for the performance of his duties as such Executor.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 20th day of August ,1963.

Piccola C. Butler (SEAL)
Piccola C. Butler

SIGNED, sealed, published and declared by the above named Testatrix, Piccola C. Butler, as and for her Last Will and Testament, in the presence of us, who, at her request, in her presence and in the presence of each other have hereunto subscribed our names as witnesses hereto:

Ruth W. Hastings
Ruth W. Hastings - Centreville, Maryland

Virginia S. White
Virginia S. White - Centreville, Maryland

EXAMINER'S EXHIBIT E

PLAINTIFFS' EXHIBIT E.

State of Maryland, Queen Anne's County, to wit:

On the 14th day of April A. D., 1964, came Edward Turner, Esquire, of Centreville, Maryland, Custodian of the within and aforegoing instrument of writing purporting to be the last Will and Testament of PICCOLA C. BUTLER, late of Queen Anne's County, deceased, and made oath in due form of law, that the aforegoing is the true and whole Will of said deceased, that has come to his hand and possession, and that he does not know nor has he heard of any other and that he received the same from the office of the Register of Wills, where the same had been filed for safekeeping on the 23rd of August, 1963,

on ~~or about~~ this 14th day of April A. D. 1964.

Sworn before

E. Elgar Wells
Register of Wills of Queen Anne's County, Md.

State of Maryland, Queen Anne's County, to wit:

On the 14th day of April 1964, came Virginia S. White of Centreville, Maryland, one of the subscribing witnesses to the aforegoing last Will and Testament of PICCOLA C. BUTLER, late of Queen Anne's County, deceased, and made oath in due form of law, that she did see the Testatrix sign and seal said Will, that she heard her publish, pronounce and declare the same to be her last Will and Testament, and at the time of her so doing she was to the best of her apprehension, of sound and disposing mind, memory and understanding; and that she together with Ruth W. Hastings subscribed her name as witness to said Will at her request in her presence and in the presence of each other.

Sworn in open court.

Test:

E. Elgar Wells
Register of Wills of Queen Anne's County, Md.

18 #355

State of Maryland, Queen Anne's County, to wit:

On the 15th day of April 1964, came Ruth W. Hastings of Centreville, Maryland, subscribing witness to the aforegoing last Will and Testament of PICCOLA C. BUTLER, late of Queen Anne's County, deceased, and made oath in due form of law, that she did see the Testatrix sign and seal said Will, that she heard publish, pronounce and declare the same to be her last Will and Testament, and at the time of her so doing she was to the best of her apprehension, of sound and disposing mind, memory and understanding; and that she together with Virginia E. White subscribed her name as witness to said Will at her request in her presence and in the presence of each other.

Sworn in open court.

Test:

E. Elgar Todd

Register of Wills of Queen Anne's County, Md.

State of Maryland,

In the Orphans' Court

For Queen Anne's County:

The aforegoing Instrument of Writing, purporting to be the last Will and Testament of PICCOLA C. BUTLER, late of Queen Anne's County, deceased, having been exhibited for probate, and no objection thereto having been made, although notice according to law, appears to have been given to the next relations of said deceased, the Court, after having examined the said Instrument of Writing and also the evidence adduced as to its validity, ORDERS and DECREES, this day of April, A. D., 1964, that the same be admitted in this Court as the true and genuine last Will and Testament of the said PICCOLA C. BUTLER, deceased.

Gordon L. Shaum

Perry L. Culpepper

Wm. Albert Roe

Judges of the Orphans' Court of Queen Anne's County, Maryland

Form # 2

18 356

In the Orphans' Court for Queen Anne's County, Maryland, Sct:

The Register of Wills for Queen Anne's County, Maryland, does hereby certify that the within and aforegoing is a true copy of Last Will and Testament of PICCOLA C. BUTLER, late of Queen Anne's County, deceased,

as filed and passed in this office on April 21, 1964

and recorded in Liber E.C.W. No. 2 Folio 20

in Record Book of WILLS

in the Orphans' Court for Queen Anne's County, Maryland.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 10th day of February 1984.

Madlyn E. Wooters, Jr.
Register of Wills for Queen Anne's County, Maryland

18 357

State of Maryland

Letters of Administration

Estate No. 4962

To all persons who may be interested in the Estate of

MARY LOUISE GOULD, deceased:

Administration of the Estate of the deceased has been granted on March 23, 1981

to Dolores Stinson

The appointment is in full force and effect as of this date.

(SEAL)

"VALID ONLY WITH IMPRINTED SEAL"

WITNESS:

DATED: February 14, 1984

Janett R. Smith, Deputy
Register of Wills for Queen Anne's County, Maryland

RW 5 (Rev. 7-71)

PLAINTIFFS' EXHIBIT F

EXAMINER'S EXHIBIT F

18 358

State of Maryland

Letters of Administration

Estate No. 5147

To all persons who may be interested in the Estate of

JEROME BUTLER, deceased:

Administration of the Estate of the deceased has been granted on May 2, 1983

to Marguerite White and Ida May Smith

The appointment is in full force and effect as of this date.

(SEAL)

"VALID ONLY WITH IMPRINTED SEAL"

WITNESS:

DATED: February 14, 1984

Jarrett R. Smith, Deputy
Register of Wills for Queen Anne's County, Maryland

RW 5 (Rev. 7-71)

PLAINTIFFS' EXHIBIT G

EXAMINER'S EXHIBIT G

18 p359

HOWARD WOOD
ATTORNEY-AT-LAW
119 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

TELEPHONE:
758-1460

February 15, 1984

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

Re: Cooper vs. Bonds
New Equity Cause #7542

Dear Mrs. Mankin:

Please remove from your safekeeping box the deed described in the Bill of Complaint as Exhibit C, mark it as such and file it with the Bill. It is Document No. 12316.

Also please let me have the subpoenas for all eight known Defendants for service after the Court has ordered that the exhibits need not be served. I have made copies of the Bill for service, and they are attached to this letter, to be returned to me with subpoenas.

After the Court has authorized posting of the land, I will furnish the Order of Publication and copy to be posted.

Many thanks for your attention.

Sincerely yours,

Howard Wood

Howard Wood

HW/s

GERTRUDE COOPER, et al.,	*	In the Circuit Court for
Plaintiffs	*	Queen Anne's County
vs.	*	
FRANCES BONDS, et al.,	*	EQUITY No. 7542
Defendants	*	

Order of Court

Upon the request of Plaintiffs' attorney for relief under Rule 103g from the expense of reproducing exhibits and serving them with copies of the Bill of Complaint and subpoenas upon the several individual, known Defendants, IT IS, this 17th day of February, 1984, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that none of the exhibits filed with the Bill of Complaint need be duplicated nor copies thereof provided to any of the eight known Defendants except insofar as specifically requested by any such party or parties.

Clayton Carter

Judge

18 20 361

GERTRUDE COOPER, et al.,	*	In the Circuit Court for
Plaintiffs	*	Queen Anne's County
vs.	*	
FRANCES BONDS, et al.,	*	EQUITY No. 7542
Defendants	*	

Order of Court

The Bill of Complaint filed in this cause having been read and considered, IT IS, this 17th day of February 1984, by the Circuit Court for Queen Anne's County, in Equity, ORDERED that an Order of Publication be issued against the Unknown Heir, Devisee or Personal Representative of each of the following named decedents: James Butler, Mamie McDaniel and Harry Butler; and it is further ORDERED that a copy of such Order of Publication be posted on the real estate described in the first numbered paragraph of the Bill of Complaint, by the Sheriff of Queen Anne's County.

Clayton Carter
Judge

FILED
FEB 17 1984
CLERK CIRCUIT COURT
QUEEN ANNE'S CO.

18 PAGE 362

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: MARCH 5, 1984 Return Day

File No. 7542

Docket M.W.M. #10

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO: FRANCES BONDS
Deer's Head Center
Salisbury, Maryland 21801

You are hereby summoned to the Circuit Court for Queen Anne's County to the March Return Day of this Court, to answer an action at the

suit of GERTRUDE COOPER, Cemetery Road, Grasonville, Maryland 21638;
JOHN BUTLER, Grasonville, Maryland 21638;
NELLIE BUTLER, Gravel Run Road, Grasonville, Maryland 21638;
MARGUERITE WHITE, 3034 Windsor Avenue, Baltimore, MD 21216, P.R.,
and IDA MAY SMITH, Melvin Avenue, Grasonville, Maryland 21638, P.R.
of the Estate of JEROME BUTLER, late of Queen Anne's County, deceased, and
DOLORES STINSON, Box 14, Grasonville, Maryland 21638, P.R. of the
Estate of MARY LOUISE GOULD, late of Queen Anne's County, deceased

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

Issued 17th day of February, 19 84 .

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required. If you fail to file an answer or other defense on or before March 20, 1984, the Plaintiff(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Plaintiff(s) Attorney's

Name: Howard Wood
119 Lawyers Row, P. O. Box 307
Address: Centreville, Maryland 21617
(301) 758-1460

Name:

Address:

Marguerite St. Rankin
Clerk

Copy of summons and proceedings delivered to Attorney for service.

SHERIFF'S RETURN

I HEREBY CERTIFY that on the day of , 19 , I executed service of process upon

by delivering and leaving with him a copy of the summons and pleadings.

Sheriff of County

18 ADC 363

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: APRIL 2, 1984 Return Day

File No. 7542

Docket M.W.M. #10

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
MAE H. PAYNE McDANIEL
16 West Cummings Avenue
Hampton, Virginia 23663

You are hereby summoned to the Circuit Court for Queen Anne's County to the April Return Day of this Court, to answer an action at the

suit of GERTRUDE COOPER, Cemetery Road, Grasonville, Maryland 21638;
JOHN BUTLER, Grasonville, Maryland 21638;
NELLIE BUTLER, Gravel Run Road, Grasonville, Maryland 21638;
MARGUERITE WHITE, 3034 Windsor Avenue, Baltimore, MD 21216, P.R.,
and IDA MAY SMITH, Melvin Avenue, Grasonville, Maryland 21638, P.R.
of the Estate of JEROME BUTLER, late of Queen Anne's County, deceased, and
DOLORES STINSON, Box 14, Grasonville, Maryland 21638, P.R. of the
Estate of MARY LOUISE GOULD, late of Queen Anne's County, deceased

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

Issued 17th day of February, 19 84.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required. If you fail to file an answer or other defense on or before sixty days after date of service, the Plaintiff(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Plaintiff(s) Attorney's

Name: Howard Wood
119 Lawyers Row, P.O. Box 307
Address: Centreville, Maryland 21617
(301) 758-1460

Name:

Address:

Marguerite H. Rankin
Clerk

Copy of summons and proceedings delivered to Attorney for serivce.

SHERIFF'S RETURN

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

Sheriff of ____ County

18 ao 364

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: APRIL 2, 1984 Return Day

File No. 7542

Docket M.W.M. #10

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

SHARON ANISE McDANIEL
721 North Fountain Avenue
Springfield, Ohio 45504

You are hereby summoned to the Circuit Court for Queen Anne's County to the April **Return Day of this Court, to answer an action at the**

suit of GERTRUDE COOPER, Cemetery Road, Grasonville, Maryland 21638;
JOHN BUTLER, Grasonville, Maryland 21638;
NELLIE BUTLER, Gravel Run Road, Grasonville, Maryland 21638;
MARGUERITE WHITE, 3034 Windsor Avenue, Baltimore, MD 21216, P.R.,
and IDA MAY SMITH, Melvin Avenue, Grasonville, Maryland 21638, P.R.
of the Estate of JEROME BUTLER, late of Queen Anne's County, deceased, and
DOLORES STINSON, Box 14, Grasonville, Maryland 21638, P.R. of the
Estate of MARY LOUISE GOULD, late of Queen Anne's County, deceased

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

Issued 17th day of February, 19 84.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required. If you fail to file an answer or other defense on or before sixty days after date of service, the Plaintiff(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Plaintiff(s) Attorney's

Name: Howard Wood
119 Lawyers Row, P.O. Box 307
Address: Centreville, Maryland 21617
(301) 758-1460

Name:

Address:

Marguerite H. Rankin
Clerk

Copy of summons and proceedings delivered to Attorney for service.

SHERIFF'S RETURN

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

_____

Sheriff of _____ County

18 365

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: MARCH 5, 1984 Return Day

File No. 7542

Docket M.W.M. #10

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

WARREN BUTLER, JR.
Grasonville, Maryland 21638

You are hereby summoned to the Circuit Court for Queen Anne's County to the March Return Day of this Court, to answer an action at the

suit of GERTRUDE COOPER, Cenetery Road, Grasonville, Maryland 21638;
JOHN BUTLER, Grasonville, Maryland 21638;
NELLIE BUTLER, Gravel Run Road, Grasonville, Maryland 21638;
MARGUERITE WHITE, 3034 Windsor Avenue, Baltimore, MD 21216, P.R.,
and IDA MAY SMITH, Melvin Avenue, Grasonville, Maryland 21638, P.R.
of the Estate of JEROME BUTLER, late of Queen Anne's County, deceased, and
DOLORES STINSON, Box 14, Grasonville, Maryland 21638, P.R. of the
Estate of MARY LOUISE GOULD, late of Queen Anne's County, deceased

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

Issued 17th day of February, 19 84.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required. If you fail to file an answer or other defense on or before March 20, 1984, the Plaintiff(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Plaintiff(s) Attorney's

Name: Howard Wood
119 Lawyers Row, P. O. Box 307
Address: Centreville, Maryland 21617
(301) 758-1460

Name:

Address:

Marguerite H. Rankin
Clerk

Copy of summons and proceedings delivered to Attorney for service.

SHERIFF'S RETURN

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

Sheriff of County

18 366

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: MARCH 5, 1984 Return Day

File No. 7542

Docket M.W.M. #10

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

ROBERT L. BUTLER
Melvin Avenue
Grasonville, Maryland 21638

You are hereby summoned to the Circuit Court for Queen Anne's County to the March Return Day of this Court, to answer an action at the suit of GERTRUDE COOPER, Cemetery Road, Grasonville, Maryland 21638; JOHN BUTLER, Grasonville, Maryland 21638; NELLIE BUTLER, Gravel Run Road, Grasonville, Maryland 21638; MARGUERITE WHITE, 3034 Windsor Avenue, Baltimore, MD 21216, P.R., and IDA MAY SMITH, Melvin Avenue, Grasonville, Maryland 21638, P.R. of the Estate of JEROME BUTLER, late of Queen Anne's County, deceased, and DOLORES STINSON, Box 14, Grasonville, Maryland 21638, P.R. of the Estate of MARY LOUISE GOULD, late of Queen Anne's County, deceased

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

Issued 17th day of February, 19 84.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required. If you fail to file an answer or other defense on or before March 20, 1984, the Plaintiff(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Plaintiff(s) Attorney's

Name: Howard Wood
Address: 119 Lawyers Row, P. O. Box 307
Centreville, Maryland 21617
(301) 758-1460

Name:

Address:

Marguerite W. Mankin
Clerk

Copy of summons and proceedings delivered to Attorney for service.

SHERIFF'S RETURN

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

_____

Sheriff of _____ County

18 ac 367

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: MARCH 5, 1984 Return Day

File No. 7542

Docket M.W.M. #10

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

MARCELLE BUTLER
Brownsville
Centreville, Maryland 21617

You are hereby summoned to the Circuit Court for Queen Anne's County to the March Return Day of this Court, to answer an action at the suit of GERTRUDE COOPER, Cemetery Road, Grasonville, Maryland 21638; JOHN BUTLER, Grasonville, Maryland 21638; NELLIE BUTLER, Gravel Run Road, Grasonville, Maryland 21638; MARGUERITE WHITE, 3034 Windsor Avenue, Baltimore, MD 21216, P.R., and IDA MAY SMITH, Melvin Avenue, Grasonville, Maryland 21638, P.R. of the Estate of JEROME BUTLER, late of Queen Anne's County, deceased, and DOLORES STINSON, Box 14, Grasonville, Maryland 21638, P.R. of the Estate of MARY LOUISE GOULD, late of Queen Anne's County, deceased

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

Issued 17th day of February, 19 84.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required. If you fail to file an answer or other defense on or before March 20, 1984, the Plaintiff(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Plaintiff(s) Attorney's

Name: Howard Wood
119 Lawyers Row, P. O. Box 307
Address: Centreville, Maryland 21617
(301) 758-1460

Name:

Address:

Marguerite W. Martin
Clerk

Copy of summons and proceedings delivered to Attorney for service.

SHERIFF'S RETURN

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

_____

Sheriff of _____ County

18 [illegible]

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: APRIL 2, 1984 Return Day

File No. 7542

Docket M.W.M. #10

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:

JOSEPH BUTLER
26 Latimer Way
Burlington, New Jersey 08016

You are hereby summoned to the Circuit Court for Queen Anne's County to the April Return Day of this Court, to answer an action at the

suit of GERTRUDE COOPER, Cemetery Road, Grasonville, Maryland 21638;
JOHN BUTLER, Grasonville, Maryland 21638;
NELLIE BUTLER, Gravel Run Road, Grasonville, Maryland 21638;
MARGUERITE WHITE, 3034 Windsor Avenue, Baltimore, MD 21216, P.R.,
and IDA MAY SMITH, Melvin Avenue, Grasonville, Maryland 21638, P.R.
of the Estate of JEROME BUTLER, late of Queen Anne's County, deceased, and
DOLORES STINSON, Box 14, Grasonville, Maryland 21638, P.R. of the
Estate of MARY LOUISE GOULD, late of Queen Anne's County, deceased

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

Issued 17th day of February, 19 84.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required. If you fail to file an answer or other defense on or before sixty days after date of service, the Plaintiff(s) may obtain a decree pro confosso against you which upon propor proof may be converted to a final decree for the relief demanded.

Plaintiff(s) Attorney's

Name: Howard Wood
119 Lawyers Row, P.O. Box 307
Address: Centreville, Maryland 21617
(301) 758-1460

Name:

Address:

Marguerite D. Franklin
Clerk

Copy of summons and proceedings delivered to Attorney for serivce.

SHERIFF'S RETURN

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

Sheriff of ____ County

18 mg 369

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EQUITY SUMMONS: MARCH 5, 1984 Return Day

File No. 7542

Docket M.W.M. #10

STATE OF MARYLAND

QUEEN ANNE'S COUNTY, to wit:

TO:
JAMES CASTOR BUTLER
P. O. Box 8
Grasonville, Maryland 21638

You are hereby summoned to the Circuit Court for Queen Anne's County to the March Return Day of this Court, to answer an action at the

suit of GERTRUDE COOPER, Cemetery Road, Grasonville, Maryland 21638;
JOHN BUTLER, Grasonville, Maryland 21638;
NELLIE BUTLER, Gravel Run Road, Grasonville, Maryland 21638;
MARGUERITE WHITE, 3034 Windsor Avenue, Baltimore, MD 21216, P.R.,
and IDA MAY SMITH, Melvin Avenue, Grasonville, Maryland 21638, P.R.
of the Estate of JEROME BUTLER, late of Queen Anne's County, deceased, and
DOLORES STINSON, Box 14, Grasonville, Maryland 21638, P.R. of the
Estate of MARY LOUISE GOULD, late of Queen Anne's County, deceased

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

Issued 17th day of February, 19 84.

TO THE PERSON(S) SUMMONED:

Personal attendance in court on the day named in the summons is not required. If you fail to file an answer or other defense on or before March 20, 1984, the Plaintiff(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Plaintiff(s) Attorney's

Name: Howard Wood
119 Lawyers Row, P. O. Box 307
Address: Centreville, Maryland 21617
(301) 758-1460

Name:

Address:

Marguerite H. Rankin
Clerk

Copy of summons and proceedings delivered to Attorney for seravice.

SHERIFF'S RETURN

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

Sheriff of ____ County

18 -370

In the Circuit Court for Queen Anne's County

Equity No. 7542

GERTRUDE COOPER, Cemetery Road, Grasonville, Maryland 21638,
JOHN BUTLER, Grasonville, Maryland 21638,
NELLIE BUTLER, Gravel Run Road, Grasonville, Maryland 21638,
MARGUERITE WHITE, 3034 Windsor Avenue, Baltimore, Maryland 21216,
Personal Representative, and
IDA MAY SMITH, Melvin Avenue, Grasonville, Maryland 21638,
Personal Representative of the Estate of
JEROME BUTLER, late of Queen Anne's County, deceased, and
DOLORES STINSON, Box 14, Grasonville, Maryland, 21638,
Personal Representative of the Estate of
MARY LOUISE GOULD, late of Queen Anne's County, deceased

PLAINTIFFS

vs.

FRANCES BONDS, Deer's Head Center, Salisbury, Maryland 21801,
MAE H. PAYNE McDANIEL, 16 West Cummings Avenue, Hampton, VA 23663
SHARON ANISE McDANIEL, 721 North Fountain Avenue, Springfield, Ohio 45504,
WARREN BUTLER, JR., Grasonville, Maryland 21638,
ROBERT L. BUTLER, Melvin Avenue, Grasonville, Maryland 21638,
MARCELLE BUTLER, Brownsville, Centreville, Maryland 21617,
JOSEPH BUTLER, 26 Latimer Way, Burlington, New Jersey 08016,
JAMES CASTOR BUTLER, P. O. Box 8, Grasonville, Maryland 21638,
and the
UNKNOWN HEIR, DEVISEE OR PERSONAL REPRESENTATIVE OF
JAMES BUTLER, OF
MAMIE McDANIEL, AND OF
HARRY BUTLER, all late of Queen Anne's County, deceased

DEFENDANTS

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

ORDER OF PUBLICATION

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

ORDERED, by the Circuit Court for Queen Anne's County, in Equity: The Defendants, the Unknown Heir, Devisee or Personal Representative of James Butler, of Mamie McDaniel and of Harry Butler, all late of Queen Anne's County, Maryland, deceased, are hereby notified that Plaintiffs Gertrude Cooper, John Butler, Nellie Butler, Marguerite White and Ida May Smith, Personal Representatives of the Estate of Jerome Butler, late of Queen Anne's County, deceased, and Dolores Stinson, Personal Representative of the Estate of Mary Louise Gould, late of Queen Anne's County, deceased, have filed an action for sale in lieu of partition of real estate, and that Plaintiffs' Bill of Complaint filed in said action alleges in substance that:

Peter Cornelius Butler died intestate in 1942 residing in Queen Anne's County seized and possessed in fee simple of a lot of land in Grasonville in the Fifth Election District of Queen Anne's County on the east side of Melvin Avenue which has been surveyed and divided into two (2) parcels designated Parcel "A" containing 0.866 of an acre, more or less, and Parcel "B"

containing 3.690 acres, more or less, by survey made by Watson and Son in November 1983, a plat of which is filed with the Bill describing the land as follows:

Parcel "A": Beginning at an iron pipe on the east side of Melvin Avenue at the northwest corner of Anderson lands, thence with Melvin Avenue North 11° 31' 50" west 153.89 feet to an iron pipe; thence with Parcel "B" North 74° 53' 45" east 201.52 feet to an iron pipe; thence still with Parcel "B" South 09° 38' 09" east 227.63 feet to an iron pipe; thence with Anderson lands North 84° 01' 40" west 203.00 feet to the beginning;

Parcel "B": Beginning at an iron pipe on the east side of Melvin Avenue at the northwest corner of Parcel "A", thence with Melvin Avenue North 11° 31' 50" west 162.73 feet to an iron pipe; thence with Smith and Warrick lands North 74° 20' 57" east 217.72 feet to an iron pipe (passing over an iron pipe at 117.65 feet); thence with Wilson lands North 75° 31' 31" east 212.81 feet to a concrete monument; thence with Burke lands North 73° 55' 58" east 119.94 feet to a concrete monument; thence with Eastwood Builders, Inc. and Campbell lands South 17° 33' 34" east 229.04 feet to an iron pipe (passing over and iron bar at 109.92 feet); thence with Cook and Brown lands South 86° 33' 25" west 158.64 feet to a stone (passing over an iron pipe at 107.07 feet); thence still with Brown lands South 16° 43' 58" east 280.87 feet to a stone; thence with Fisher lands North 85° 42' 59" west 220.32 feet to a concrete monument; thence with Anderson lands North 84° 01' 40" west 37.89 feet to an iron pipe; thence with Parcel "A" North 09° 38' 09" west 227.63 feet to an iron pipe; thence still with Parcel "A" South 74° 53' 45" west 201.52 ft. to place of beginning;

Being the same land acquired by Peter Cornelius Butler as follows: One James Butler acquired same by deed dated November 10, 1877, recorded among the Queen Anne's County land records in Liber J. W. No. 8, folio 274; Peter Cornelius Butler and one Wrightson Butler were children of James Butler who died in or about 1926 intestate, a resident of Queen Anne's County, and whose heirs are unknown to Plaintiffs; Peter Cornelius Butler was married on December 5, 1889 and thereafter continued to reside on said land until his death; prior to 1922 said land became assessed for property taxes to Peter Cornelius Butler under the name of P. C. Butler; the property remained assessed to P. C. Butler until his death and thereafter until the present time to P. C. Butler Heirs; Wrightson Butler conveyed his interest in said land, recited to be an undivided one-half interest, to Peter Cornelius Butler by deed dated February 10, 1927, recorded among said land records in Liber B.H.T. No. 6, folio 342; Peter Cornelius Butler was in actual, notorious, open, exclusive, hostile and continuous possession, under a claim of title and ownership, of all of the real estate surveyed as aforesaid from February 10, 1927 until his death; his heirs have continued in actual, open, notorious, exclusive, hostile and continuous possession, under a claim of title and ownership, of all of said real estate from the time of Peter Cornelius Butler's death until the filing of said Bill; and said heirs are, therefore, vested with a good and merchantable, fee simple title to said real estate and each and every part thereof. Peter Cornelius Butler left surviving him as his only heirs eight (8) children, namely:

Gertrude Cooper, daughter, a Plaintiff;
John Butler, son, a Plaintiff;
Frances Bonds, daughter, a Defendant;
Mamie McDaniel, daughter, who died intestate, a resident of Queen Anne's County over 28 years ago, a widow, leaving as her only heir a son, James Cornelius McDaniel, who died on or about December 20, 1961, a resident of Hampton, Virginia; his interest is now vested under his Will in Mae H. Payne McDaniel, a Defendant, for her life, with remainder in fee simple to Sharon Anise

McDaniel, a Defendant;

Harry Butler, son, who died intestate, a resident of Queen Anne's County, in or about October 1956, leaving surviving his wife, Nellie Butler, a Defendant, but leaving no descendant or descendants, and no real or personal property except his 1/8th interest in said real estate;

James Warren Butler, Sr., son, who died intestate, a resident of Queen Anne's County, on or about March 7, 1962, leaving surviving as his heirs his wife Piccola C. Butler and four sons, Warren Butler, Jr., Robert L. Butler, Marcelle Butler and Joseph Butler, four of the Defendants; Piccola C. Butler died on or about March 15 , 1964,a resident of Queen Anne's County; James Castor Butler, a Defendant, is sole legatee under her Will;

Mary Louise Gould, daughter, who died intestate on or about March 1, 1981, a resident of Queen Anne's County; Dolores Stinson is Personal Representative of her estate, and as such is one of Plaintiffs;

Jerome Butler, son, who died intestate on or about January 20, 1983, a resident of Queen Anne's County; Marguerite White and Ida May Smith are Personal Representatives of his estate, and as such are two of the Plaintiffs;

There has been no administration, so far as Plaintiffs know, upon any of the estates of James Butler, Mamie McDaniel or Harry Butler, all deceased;

The above described land cannot be divided without loss or injury to the parties entitled thereto;

Robert L. Butler has a moveable trailer home on Parcel "A"; the Estate of Jerome Butler has a moveable trailer home on Parcel "B"; the remaining heirs of Peter Cornelius Butler have no interest in either such trailer home;

naming Frances Bonds, Mae H. Payne McDaniel, Sharon Anise McDaniel, Warren Butler, Jr., Robert L. Butler, Marcelle Butler, Joseph Butler, James Castor Butler, and the Unknown Heir, Devisee or Personal Representative of James Butler, of Mamie McDaniel and of Harry Butler, all late of Queen Anne's County, deceased, as Defendants;

And that the relief prayed in Plaintiffs' Bill of Complaint is substantially as follows: that a Trustee be appointed to sell the real estate hereinabove described; that the proceeds of such sale or sales be divided among the parties entitled thereto in accordance with their respective interests in said lands; that an Order of Publication be issued against the Unknown Heir, Devisee or Personal Representative of each of the following named decedents: James Butler, Mamie McDaniel and Harry Butler, all deceased, and an order passed for a copy thereof to be posted on said property; that a notice to the creditors of the estates of James Butler, Mamie McDaniel and Harry Butler be duly published advising them to file their respective claims on or before a specified date with the Clerk of said Court to be filed in said proceedings; that jurisdiction over the estate of Harry Butler, deceased, be assumed by the Court for the purpose of having his 1/8th interest in said real estate appraised as of the time of his death and, if such appraised value be less than $2,000.00, that said Circuit Court order that Nellie Butler is entitled to his entire interest and the proceeds of sale thereof; and that Plaintiffs be granted such other and further relief as their case may require.

DEFENDANTS, THE UNKNOWN HEIR, DEVISEE OR PERSONAL REPRESENTATIVE OF EACH OF THE FOLLOWING NAMED DECEDENTS: JAMES BUTLER, MAMIE McDANIEL AND HARRY BUTLER, ARE EACH WARNED THAT FAILURE

18 373

TO FILE AN ANSWER OR OTHER DEFENSE ON OR BEFORE May 1st, 1984, MAY RESULT IN THE CASE PROCEEDING AGAINST HIM OR HER OR THEM BY DEFAULT.

Marguerite H. Mankin

Filed: February 23, 1984 Clerk

To Be Returned to Circuit Court

[18 MAR 374]

0169

GERTRUDE COOPER, et al., Plaintiffs	*	In the Circuit Court for
	*	Queen Anne's County
vs.	*	
FRANCES BONDS, et al., Defendants	*	EQUITY No. 7542

CERTIFICATE AS TO POSTING

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I, the undersigned, Sheriff of Queen Anne's County, hereby certify that on the 26th day of February, 1984, I did post a true copy of the Order of Publication passed in this cause on the real estate which is the subject of this suit, lying on the easterly side of Melvin Avenue, bounded on the north by land of Ida May Smith and on the south by land of Leon Anderson and wife, and known as the P. C. Butler Heirs Property.

I do solemnly swear and affirm under the penalties of perjury that the contents of the foregoing Certificate are true and correct.

And, as in duty bound, etc.,

Robert W. Timms, Sr. 0013
Sheriff of Queen Anne's County

FILED
1984 FEB 27 PM 3:46
QUEEN ANNE'S COUNTY

18 PAGE 375

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

GERTRUDE COOPER, et al.

Case Number 7542

Vs.

FRANCES BONDS, et al.

NOTIFICATION TO PARTIES OF CONTEMPLATED DISMISSAL

Pursuant to Maryland Rule 2-507 this proceeding will be "DISMISSED FOR LACK OF JURISDICTION OR PROSECUTION WITHOUT PREJUDICE," 30 days after service of this notice, unless prior to that time a *written* motion showing good cause to defer the entry of an order of dismissal is filed.

Costs will be assessed in accordance with the Maryland Rules.

Direct all inquiries to: Marguerite W. Mankin, Clerk 000-0000

Marguerite W. Mankin
CLERK

Notices mailed to:

Howard Wood, Esq.
119 Lawyers Row
Centreville, MD 21617

Date mailed April 17, 1985

CV-6
PAUL CO.

18 376

GERTRUDE COOPER, et al., Plaintiffs * Circuit Court for Queen Anne's County

vs. *

FRANCES BONDS, et al., Defendants * EQUITY NO. 7542

MOTION TO DEFER DISMISSAL

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Gertrude Cooper, et al., Plaintiffs, by Howard Wood, their Attorney, respectfully move your Honors to defer the entry of an order of dismissal for lack of prosecution, upon the following grounds:

1. That all known parties have agreed to the truth of the allegations in the Bill of Complaint and to the advisability of the granting of the relief sought thereby.

2. That the known Defendants have all answered the Bill of Complaint and desire that their respective Answers be filed and that further proceedings be promptly pursued. The undersigned Attorney is holding the original Answers of all known Defendants in his possession pending passage of an Order permitting their late filing.

3. That Defendants delayed their Answers in order to consult with Plaintiffs, who have now resolved all of the questions which Defendants had posed, to the Defendants' satisfaction.

Wherefore, Plaintiffs respectfully ask that said Answers be allowed and permission for their late filing be granted.

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

1985 MAY -3 AM 11:49

QUEEN ANNE'S COUNTY

And, as in duty bound, etc.,

Howard Wood
(Howard Wood)
Attorney for Plaintiffs

ORDER OF COURT For good cause shown,

IT IS ORDERED, this 14 day of May, 1985, by the Circuit Court for Queen Anne's County, that the aforegoing Motion to defer the entry of an order of dismissal for lack of prosecution is granted and that the Answers of the known Defendants be accepted and filed.

Clayton C. Carlson
Judge

18 #377

GERTRUDE COOPER, et al., * In the Circuit Court for

Plaintiffs * Queen Anne's County

vs. *

FRANCES BONDS, et al., * EQUITY No. 7542

Defendants

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Frances Bonds to the Bill of Complaint filed in this Cause respectfully shows:

This Defendant admits the matters and facts set forth in each and every paragraph of the Bill of Complaint and consents to the appointment of a trustee for sale of real estate and other relief sought by said Bill.

This Defendant also waives notice of testimony and her right to attend the hearing in this cause.

And, as in duty bound, etc.,

(Frances Bonds)

Frances I. Bonds

Betty B. Everett

CLERK.
1985 MAY 17 AM 9:46
QUEEN ANNE'S COUNTY

ADMISSION OF SERVICE

I admit service of a copy of the aforegoing Answer and consent to its late filing.

Howard Wood
Attorney for Plaintiffs

18 AG 379

GERTRUDE COOPER, et al.	*	Circuit Court for Queen
vs.	*	Anne's County
FRANCES BONDS, et al.	*	EQUITY No. 7542

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Mae H. Payne McDaniel to the Bill of Complaint filed in this Cause respectfully shows:

This Defendant admits the matters and facts set forth in each and every paragraph of the Bill of Complaint and consents to the appointment of a trustee for sale of real estate and other relief sought by the said bill.

This Defendant also waives testimony and notice of testimony and the right to attend the hearing in this cause.

And, as in duty bound, etc.,

Mae H. Payne McDaniel
(Mae H. Payne McDaniel)

CLERK'S OFFICE
1985 MAY 17 AM 9:40
QUEEN ANNE'S COUNTY

ADMISSION OF SERVICE

I admit service of a copy of the aforegoing Answer and consent to its late filing.

Howard Wood
Attorney for Plaintiffs

18 MD 379

GERTRUDE COOPER, et al.,	*	In the Circuit Court for
Plaintiffs	*	Queen Anne's County
vs.	*	
FRANCES BONDS, et al.,	*	EQUITY No. 7542
Defendants		

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Sharon Anise McDaniel to the Bill of Complaint filed in this Cause respectfully shows:

This Defendant admits the matters and facts set forth in each and every paragraph of the Bill of Complaint and consents to the appointment of a trustee for sale of real estate and other relief sought by the said bill.

This Defendant also waives notice of testimony and the right to attend the hearing in this cause.

And, as in duty bound, etc.,

CLERK'S OFFICE
1995 MAY 17 AM 9:46
QUEEN ANNE'S COUNTY

Sharon Anise McDaniel

(Sharon Anise McDaniel)

ADMISSION OF SERVICE

I admit service of a copy of the aforegoing Answer and consent to its late filing.

Howard Wood
Attorney for Plaintiffs

18 AG 380

GERTRUDE COOPER, et al., * In the Circuit Court for
Plaintiffs * Queen Anne's County
vs. *
FRANCES BONDS, et al., * EQUITY No. 7542
Defendants

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Warren Butler, Jr.
to the Bill of Complaint filed in this Cause respectfully shows:

This Defendant admits the matters and facts set forth in each and every paragraph of the Bill of Complaint and consents to the appointment of a trustee for sale of real estate and other relief sought by the said bill.

This Defendant also waives notice of testimony and the right to attend the hearing in this cause.

And, as in duty bound, etc.,

CLERK'S OFFICE
1985 MAY 17 AM 9:47
QUEEN ANNE'S COUNTY

/s/ Warren Butler Jr.
(Warren Butler, Jr.)

ADMISSION OF SERVICE

I admit service of a copy of the aforegoing Answer and consent to its late filing.

Howard Wood
Attorney for Plaintiffs

18 381

GERTRUDE COOPER, et al., * In the Circuit Court for

Plaintiffs * Queen Anne's County

vs. *

FRANCES BONDS, et al., * EQUITY No. 7542

Defendants

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Robert L. Butler to the Bill of Complaint filed in this Cause respectfully shows:

This Defendant admits the matters and facts set forth in each and every paragraph of the Bill of Complaint and consents to the appointment of a trustee for sale of real estate and other relief sought by the said bill.

This Defendant also waives notice of testimony and the right to attend the hearing in this cause.

And, as in duty bound, etc.,

1985 MAY 17 PM 3:47
QUEEN ANNE'S COUNTY

Robert L. Butler
(Robert L. Butler)

ADMISSION OF SERVICE

I admit service of a copy of the aforegoing Answer and consent to its late filing.

Howard Wood
Attorney for Plaintiffs

18 392

GERTRUDE COOPER, et al.,	*	Circuit Court for Queen
vs.	*	Anne's County
FRANCES BONDS, et al.	*	Equity No. 7542

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Marcelle Butler to the Bill of Complaint filed in this Cause respectfully shows:

This Defendant admits the matters and facts set forth in each and every paragraph of the Bill of Complaint and consents to the appointment of a trustee for sale of real estate and other relief sought by the said bill.

This Defendant also waives notice of testimony and the right to attend the hearing in this cause.

And, as in duty bound, etc.,

Marcelle Butler
(Marcelle Butler)

ADMISSION OF SERVICE

I admit service of a copy of the aforegoing Answer and consent to its late filing.

Howard A Wood
Attorney for Plaintiffs

RECEIVED
CLERK'S OFFICE
1985 MAY 17 AM 9:47
QUEEN ANNE'S COUNTY

18 AD. 383

GERTRUDE COOPER, et al., * In the Circuit Court for

Plaintiffs * Queen Anne's County

vs. *

FRANCES BONDS, et al., * EQUITY No. 7542

Defendants

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Joseph Butler to the Bill of Complaint filed in this Cause respectfully shows:

This Defendant admits the matters and facts set forth in each and every paragraph of the Bill of Complaint and consents to the appointment of a trustee for sale of real estate and other relief sought by the said bill.

This Defendant also waives notice of testimony and the right to attend the hearing in this cause.

And, as in duty bound, etc.,

Joseph Butler

(Joseph Butler)

ADMISSION OF SERVICE

I admit service of a copy of the aforegoing Answer and consent to its late filing.

Howard Wood

Attorney for Plaintiffs

FILED

1985 MAY 17 AM 9:47

QUEEN ANNE'S COUNTY

18 MSE 384

GERTRUDE COOPER, et al.	*	Circuit Court for Queen
vs.	*	Anne's County
FRANCES BONDS, et al.	*	Equity No. 7542

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of James Castor Butler to the Bill of Complaint filed in this Cause respectfully shows:

This Defendant admits the matters and facts set forth in each and every paragraph of the Bill of Complaint and consents to the appointment of a trustee for sale of real estate and other relief sought by the said bill.

This Defendant also waives notice of testimony and the right to attand the hearing in this cause.

And, as in duty bound, etc.,

James Castor Butler
(James Castor Butler)

ADMISSION OF SERVICE

I ADmit service of a copy of the aforegoing Answer and consent to its late filing.

Edward Wood
Attorney for Plaintiffs

CLERK'S OFFICE
1985 MAY 17 AM 9:47
QUEEN ANNE'S COUNTY

18 MP 385

GERTRUDE COOPER, et al., Plaintiffs	*	Circuit Court for Queen
	*	Anne's County
vs.	*	
FRANCES BONDS, et al., Defendants	*	EQUITY NO. 7542

MOTION FOR REFERRAL TO EXAMINER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Gertrude Cooper, et al., Plaintiffs, by Howard Wood, their Attorney, respectfully move your Honors to refer to a standing examiner, for the taking of evidence, the issues raised by the Bill of Complaint heretofore filed herein, and for grounds of their Motion say as follows:

1. That these proceedings are uncontested by any of the known Defendants, all of whom have answered and admitted all allegations of the Bill of Complaint, consented to the relief sought by said Bill and waived notice of testimony and the right to attend the hearing in this cause.

2. The Order of Publication passed herein gave notice to the Unknown Heir, Devisee or Personal Representative of James Butler, of Mamie McDaniel and of Harry Butler of the allegations of the Bill and the relief sought thereby; but no such heir, devisee or personal representative has appeared, although a true copy of such Order was duly posted on the property described in the Bill by the Sheriff of Queen Anne's County and the time for appearance has long since expired.

3. These proceedings are not triable of right before a jury.

4. This Motion is filed pursuant to Rule 2-542.

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

And, as in duty bound, etc.,

Howard Wood
(Howard Wood)
Attorney for Plaintiffs

CLERK'S OFFICE
1985 MAY 24 AM 9:41
QUEEN ANNE'S COUNTY

1985 MAY 29 PM 4:17
QUEEN ANNE'S COUNTY

ORDER OF COURT

ORDERED, this 29th day of May, 1985, by the Circuit Court for Queen Anne's County, that the proceedings in this cause are hereby referred to Vachel A. Downes, Jr., Standing Examiner, for the taking of evidence upon the issues raised by the Bill of Complaint filed herein, pursuant to Rule 2-542.

Clayton C. Carlson
JUDGE

18 pg 356 1

GERTRUDE COOPER, et al.,	#	In the Circuit
Plaintiffs	#	Court for Queen
	#	Anne's County
vs.	#	
	#	EQUITY No. 7542
FRANCES BONDS, et al.	#	
Defendants		

TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The solicitor for the Plaintiffs, Howard Wood, having notified the subscriber, one of the regular examiners for this Honorable Court, of his desire to take testimony in this case, your examiner did take the following testimony on the 12th day of July, 1985, in the law office of Howard Wood, 119 Lawyers Row, Centreville, Queen Anne's County, Maryland, at the hour of 10:45 o'clock A.M., there being present John H. Butler, Nellie M. Butler, Phyllis M. Brown, witness for the Plaintiffs, and Howard Wood, the solicitor for the Plaintiffs. Said witnesses and Susan E. Kimmel, stenographer, having been sworn by said examiner, the following testimony was taken, to wit:

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Mr. John Butler, the first witness of lawful age, having been duly sworn, deposes and says:

Q. Mr. Butler, would you state your name and address, please.

A. John H. Butler, Grasonville, Maryland

Q. Mr. Butler, who was your father?

A. P.C. Butler

Q. Was his full name Peter Cornelius Butler?

A. Yes, sir.

Q. Do you know approximately how many years ago he died?

A. It's been a long time.

Q. Was he residing in Queen Anne's County at the time of his death? Had he always resided in Queen Anne's County?

A. Always belong in Queen Anne's County?

Q. Yeah.

A. Sure.

Q. Where did he live?

A. Melvin Lane, Grasonville

Q. I show you a paper which is marked "Plaintiff's Exhibit A" and I ask you to state whether or not this large piece of land containing two parcels marked "A" and "B" on this survey plat bounded by Anderson on the South and Ida Smith on the North, is the same property where your father lived.

A. I don't understand.

Q. From Route 18, Melvin Avenue, this property is on the left side, that's east, is this the same property that joins Leon Anderson and Ida Smith?

A. Leon Anderson, no, is further down.

Q. And Ida Smith is on the north?

A. Who is Ida Smith?
Aunt May is Ida Smith.(Stated by Phyllis Brown)
Shes further up.

Q. She is on the north and Anderson is on the south.

A. Yes.

Q. So you agree this is the survey plat of the same property that your father owned.

A. Yes.

Q. And he owned both, or the whole piece that is now been divided into A and B, is that correct?

A. Yes.

Q. Now is the smaller piece the same piece where Robert Butler has a trailer?

A. He have a trailer just as you turn into this gate.

Q. A small piece. And the other trailer is to the north of it?

A. Uh-huh.

Q. Come to the other trailer first?

A. Come to the other trailer first, they're joining.

Q. As you go south from Route 18?

A. You turn in there's just a gap, a line between them.

At this point, the plat marked "Plaintiff's Exhibit A" was admitted in evidence and marked "Examiner's Exhibit A.".

A. That's my brother's son. Bobby, yes.

Q. Robert Butler is your brother's son?

A. Alright, Brother's son.

Q. What was the name of your brother, Robert's father?

A. Warren Butler.

Q. Warren Butler. That was James Warren Senior?

A. Warren Butler used to own and taken care of and then Jerome fell and he taken care until after he died.

Q. I see, and where did Jerome live?

A. Jerome lived in a trailer.

Q. That's on the same property?

A. On the same property.

Q. That was on the larger piece that you come to first?

A. I think so. I think it's there.

Q. Alright now, Mr. Butler, I'll show you another paper marked "Plaintiff's Exhibit B", and this appears to be a deed from....., a copy of the deed from John B. Brown Trustee to James Butler.

A. John B. Brown?

Q. Trustee to James Butler. Do you recognize the name of James Butler as owner of this property about 100 years ago?

A. It's hard to tell.

Q. Do you know the name of your grandfather, that's P.C. Butler's father?

A. His father was Jim Butler.
(Phyllis Brown states) Jim would be James. James Butler.

Q. James Butler, alright.

At this point, the deed copy marked "Plaintiff's Exhibit B" is admitted in evidence and marked "Examiner's Exhibit B."

Q. Did you ever hear of a name of a brother of your father?

A. A brother of my father? I know of a Wrightson Butler.

Q. Wrightson Butler was a brother?

A. Of my father's.

Q. I now show you a paper which appears to be the original deed from Wrightson Butler to Peter Cornelius Butler and ask you whether this property appears to be the same property that you have referred to since it is described in the deed as follows: "On the left side of the road leading from the Queenstown-Kent Island road to what was formerly known as Lang's Sawmill and to land formerly owned by Robert Warner adjoining the land of John F. Seward on the northwest and on the northeast the land of John Griffin and on the southeast the land of Mary Love.

A. Yeah, all of those.

Q. That's the same property ?

A. All the same. They all join right there.

Q. They all join the same property?

A. Yes.

Q. Thank you.

At this point, the deed marked "Examiner's Exhibit C" is admitted in evidence and marked "Examiner's Exhibit C."

Q. Now, do you know when your father was married?

A. No, my sister Gertie do, I don't know, she's 84, she knows. She's in Baltimore to the hospital now.

Q. Your sister Gertrude Cooper is in the hospital now.

A. Um huh.

Q. But she would know?

A. Yes.

Q. I see. Did your father ever live anywhere else except on this land?

A. Not as I know of.

Q. Well you know, don't you, pretty well ever since you were very small?

A. Yes

Q. How old are you?

A. Eighty-four, thirteenth day of December.

Q. You know when your father died?

A. I know when he died, but I don't know how long it's been.

Q. Alright, you just know it was a good many years ago.

A. Yes sir.

Q. And as long as you can remember he was living on this property?

A. Living there.

Q. Until his death?

A. Until the time of his death.

Q. As far as you know he paid taxes on the property?

A. Paid taxes. When he died my brother Warren paid, and after Warren died, Jerome picked up and paid taxes.

Q. You referred to Warren and you referred to Jerome paying the taxes after your father's death? Both brothers of yours?

A. Brothers. Warren's the oldest, Jerome's two years younger than I am.

Q. Did you ever hear of anyone other than the people you mentioned, claiming this property to be their property?

A. No I haven't heard very much, haven't heard.

Q. Did your father leave other children, besides the ones you've mentioned? In other words, could you name all of his children please?

A. All his children? Let's see. There was nine head of us.

(Phyllis Brown stated: Name them.)

Q. Yeah, name them. That's right.

A. Gertie is the oldest.

Q. Gertrude Cooper?

A. Gertrude Cooper.

Q. Yourself.

A. Mamie McDaniel, Warren Butler, Frances Bonds, John Butler, Jerome, Louise.

Q. Is that Mary Louise Gould?

A. Yes, and Sidney.

Q. Is that Sidney Butler?

A. Uh-huh. (Phyllis Brown stated: She was a Robinson.)

Q. Alright now if you had a sister named Sidney Butler Robinson? Is she still living?

A. No, she's been dead years.

Q. Did she leave any children?

A. No.

Q. Did she leave any husband?

A. Well, no but she was divorced.

Q. Alright, you are sure that she left no children or descendants?

A. No. (Witness shook head side to side.)

Q. Where did she die?

A. Grasonville.

Q. Living in Grasonville. You don't know approximately how many years ago?

A. She's been dead thirty-five forty years.

Q. You say she was divorced?

A. Yes.

Q. You've only named eight and you said there were nine.

A. Harry.

Q. Harry Butler?

A. Yes.

Q. Did you ever hear of your grandfather Jim or James leaving any will?

A. Sometimes people didn't have nothing to leave a will.

Q. Did you ever hear of you sister Mamie McDaniel leaving any will?

A. No.

Q. Or your brother Harry Butler?

A. I don't know if any of the will is left.

Q. Alright, now you mentioned your brother Warren, that is James Warren Butler Sr.?

A. Uh-huh.

Q. Do you know approximately when he died?

A. It's been a long while I remember.

Q. Did he leave any will?

A. Well, he left his, I mean, I don't know no will he left at all when he died.

Q. He died. Did he leave a wife?

A. He left a wife.

Q. What was her name?

A. Piccola Castor.

Q. Piccola?

A. Her name was Piccola Butler when she died.

Q. But it had been Piccola Castor Butler?

A. Uh-huh.

Q. And did he leave sons or daughters?

A. No, they, I don't know no sons or daughters.

Q. I'm talking about Uncle Warren's sons.

A. Old man Warren?

Q. Yeah.

A. Oh yeah he left a boy named Warren.

Q. This is your brother Warren left..

A. He had a boy named after him.

Q. So that's James Warren Jr.?

A. That's the same Warren, yes, he lived right across the road from that brick house.

Q. Did he leave any other children that's older than Warren. Did he leave any other children?

A. He left Bobbie, Bobbie's a little older.

Q. Robert L. Butler?

A. All little Warren's boys.

Q. And who are the others?

A. Marcelle. (Phyllis Brown prompted: Joe Louis)

Q. Marcelle Butler, and you mentioned one more?

A. Joe Louis, Joseph.

Q. Joseph Louis Butler.

A. Yes.

Q. Did he leave any daughters?

A. No daughters at all.

Q. Alright. Now I show you another paper marked "Plaintiff's Exhibit E", which appears to be a copy of a will of Piccola C. Butler.

At this point, the certified copy of the will marked "Plaintiff's Exhibit E" was read to the witness by Mr. Wood.

Q. Now, Mr. Butler, this will leaves everything to James Castor Butler, that's everything that Piccola C. Butler had.
Who is James Castor Butler?

A. Jimmy, his boy named Jimmy.

Q. Is he the son of Piccola? Or adopted son?

A. Adopted son.

Q. Alright thank-you.

At this point, the certified copy of the will marked "Plaintiff's Exhibit E" was admitted in evidence, and marked "Examiner's Exhibit E".

Q. You mentioned a brother Jerome. Is he still living?

A. Jerome's dead.

Q. Approximately how long ago did he die?

A. He's been dead about four years? Three years.

Q. Where was he residing at the time of his death?

A. In his home.

Q. And you mentioned that that was right on this property, is that correct.

A. (Witness shook head up and down)

Q. Now I show you a paper marked "Plaintiff's Exhibit G" which appears to be a certificate naming who are the personal representatives of the estate of Jerome Butler. Alright now I will introduce that paper, "Plaintiff's Exhibit G." That's all the questions I have for you, thank you.

Mr. Charles Anthony, the second witness of lawful age having been duly sworn, deposes and says:

Q. Now Mr. Anthony would you state your name and address please, and your occupation.

A. My name is Charles Anthony Jr., my address is Rt. 2, Box 320, Centreville, Maryland, I'm Supervisor of Assessments for Queen Anne's County.

Q. Are you familiar with values of real estate in the fifth election district of Queen Anne's county?

A. Yes I am.

Q. Have you examined the property known as the property of the heirs of P.C. Butler on Northern Avenue, Grasonville?

A. Yes I have.

Q. I now show you a paper marked "Plaintiff's Exhibit A" and "Examiner's Exhibit A" and ask you to identify the two parcels which you examined.

A. Parcel A is 0.866 acres, Parcel B is 3.69 acres and this is owned by the heirs of the P.C. Butler estate.

Q. That is the two pieces together are owned by the heirs?

A. That is correct sir.

Q. And did you make separate appraisals of the two parcels?

A. Yes I did.

Q. And were those appraisals of the land only without the house trailers?

A. The land only, yes.

Q. The larger Parcel B has an old house in back of the house trailer, isn't that true?

A. Yes.

Q. Would you attribute any value to that?

A. No value.

Q. So that your appraisals therefore will represent the value of the land.

A. That's correct.

Q. As of the present time, what is your opinion of the fair market value of Parcel A?

A. The fair market value of Parcel A is $8,500.00.

Q. And what in your opinion at this time is the fair market value of Parcel B?

A. The fair market value of Parcel B is $11,500.00.

Q. Now Mr. Anthony I'm sure that you didn't have any occasion to visit this land and appraise it in 1956, is that correct?

A. No sir.

Q. Are you, however, familiar with the assessment record of that year of this particular property?

A. I'm not prepared for that at this instant.

Q. Then I'll have to ask you to...

A. I can familiarize myself with it. I didn't realize we needed that today.

Mrs. Nellie Butler, the third witness of lawful age, having been duly sworn, deposes and says:

Q. Would you please state your name and address.

A. Nellie M. Butler, Grasonville, Maryland, that's Gravel Run Road.

Q. What relation are you to Mr. P.C. Butler?

A. Just a daughter-in-law.

Q. Who was your husband?

A. Harry Butler.

Q. Approximately how long ago did Mr. Harry Butler die?

A. 1956

Q. Do you know approximately what month that was?

A. No, not right off, I believe it was in October.

Q. Did he leave any descendents, any child or grandchild?

A. No.

Q. And did he have any real estate or personal property except for his share of the P.C. Butler heirs estate?

A. No.

Q. In other words, his one eighth interest in the P.C. Butler property was the only asset of value that he owned at the time of his death.

A. Uh-huh.

Q. Has there been any administration on his estate in the courthouse? In the orphan's court? Did he leave any will?

A. No.

Q. Alright, now you heard Mr. John Butler's testimony just now, and he mentioned a sister named Mrs. Mary Louise Gould.

A. Yeah.

Q. Did you know her?, is she living?

A. No she's not living.

Q. Approximately how long ago would you say she died?

A. I couldn't tell you. Yeah, she lived quite a while.

Q. That's alright. Mrs. Butler where was she living at the time of her death?

A. She was living over there in the next lane, Station Lane.

Q. Grasonville?

A. Yes, she lives in Grasonville.

Q. Now I show you a paper marked "Plaintiff's Exhibit F", which seems to be a court certificate, and I ask you who was the personal representative of her estate?

A. Dolores Stinson.

Q. How long did you live around Grasonville?

A. How long did I live there?

Q. How long have you been living there?

A. I don't know actually it's got to be years I've been back.

Q. Ever since you were married?

A. Yes. (Mr. Butler responded for witness).

Q. Were you there before then?

A. I used to come around then, before I was married.

Q. Have you ever known anyone, except for the P.C. Butler heirs to claim that property?

A. No, I don't know anyone.

His boys (entered by Mr. Butler)

Q. Well, that's his heirs.

Mr. Charles Anthony, the second witness of lawful age having been duly sworn, continues his testimony, deposes and says:

Q: Mr. Anthony, you have familiarized youself with the assessment records of the P.C. Butler property as of 1956?

A. Yes I have.

Q. Could you state what that assessment shows?

A. The assessment shows the total value of $1,050.00. At that time it's my opinion that we were assessing at 50% of value so that full value would be approximately $2,100.00, for land and improvements.

Q. At that time the old house was on the property obviously?

A. Yes.

Q. And the whole thing, the entire property and that whole house was only worth, in your opinion, somewhere's in the neighborhood of double that assessment as far as you know?

A. Which would be $2,100.00, full value.

Q. Right, therefore, one eighth interest in that property must have been worth less than $2,000.00 at that time?

A. Yes, one eighth interest would be worth approximately $263.00.

Q. Now, Mr. Anthony if you were to be told that this property is now owned by a number of people so that there's seven one eighth shares and the other one eighth share is divided among a one twenty-fourth share, and four one forty-eighth shares, would you or not say that this property could be physically divided among the owners, I'm speaking now of whole property, Parcel A and Parcel B together, so as to be a practical division that would not incur loss or injury to the parties entitled?

A. Is your question, could it be divided into fractional units?

Q. Into parcels that could be allocated to each of the owners.

A. No, that would be very impractical, in fact, probably impossible.

Q. Under the zoning ordinance would it be possible or not?

A. No it would not be.

Q. Would it be possible even to divide it into eight equal parts under the zoning ordinance?

A. No it would not.

Q. So that in your opinion, the only way to divide this asset is to have it sold and the proceeds divided according to the shares of the parties interested. Is that correct?

A. Yes, that's correct.

Q. I have no other questions, and thank you very much.

Mrs. Phyllis Brown, the fourth witness of lawful age, having been duly sworn, deposes and says:

Q. Right now I'm going to call Mrs. Brown. Would you state your name and address?

A. Phyllis M. Brown, RFD 1, Box 215 A, Grasonville, Maryland.

Q. And what relationship are you to any of the children of Mr. P.C. Butler.

A. I would be his great grandchild.

Q. Would you explain that.

A. I'm Jerome's grandchild.

Q. I see. And who is your father or mother who was the child of Jerome?

A. My mother Marguerite White.

Q. Where do you live?

A. Grasonville.

Q. And how long have you lived there?

A. All my life.

Q. Alright. Now, did you or not know Mrs. Mamie McDaniel?

A. I did not.

Q. Do you know approximately when she died?

A. I imagine she's dead before I was born. I didn't know her.

Q. Do you know who her children were?

A. I know them.

Q. Did you know both of them?

A. I knew both of them.

Q. What were there names?

A. Margaret McDaniel and James Cornelius McDaniel.

Q. Do you know whether or not Margaret McDaniel is still living?

A. No she died.

Q. Approximately when did she die, do you know?

A. It was in "59" when she died, the same year that Warren died.

Q. The same year as Mr. James Warren Butler Sr.?

A. Uh-huh (responded by Mr. John Butler).

Q. Did she leave any will?

A. Not that I know of.

Q. Where was she residing at the time of her death?

A. Grasonville.

Q. Was there any administration on her estate in the courthouse?

A. Not that I know of.

Q. Did she leave any child or children?

A. No she didn't.

Q. Did she leave any husband?

A. No she didn't.

Q. Was she a single person?

A. Single.

Q. And she died the same year of James Warren Butler?

A. I'm almost sure, yes.

Q. What about James Cornelius McDaniel?

A. That's her brother.

Q. Is he still living?

A. No he's not.

Q. And where did he live?

A. In Virginia, Hampton.

Q. Hampton Virginia?

A. That's right.

Q. Did he leave any will, or don't you know?

A. I really don't know, I'm almost sure he did.

Q. I show you now a paper marked "Plaintiff's Exhibit D", which appears to be a copy of his will. Are you able to identify this paper?

A. Uh-hum.

Q. What is it?

A. It's his last will and testament.

Q. Of James Cornelius?

A. Of James Cornelius McDaniel.

Q. Alright, now you don't need to read it.

A. Okay.

At this point, "Plaintiff's Exhibit D" was admitted in evidence and marked "Examiner's Exhibit D".

Q. Now you heard the testimony of Mr. John Butler, Mrs. Nellie Butler and Mr. Anthony. From your knowledge of the family are there any other heirs that have not been mentioned in the testimony?

A. Not that I know of, only Enoch Smith.

Q. Enoch Smith is a child of Mary Louise Gould?

A. Right.

Q. Right. Anyone else that you can think of?

A. No.

Q. Alright, thank you very much Mrs. Brown.

Mr. Howard Wood will now make a short statement, having been duly sworn, deposes and says:

I was informed by Mrs. Mae H. Payne McDaniel that her mother-in-law, Mamie McDaniel, died over twenty-eight (28) years ago and that her own husband, James Cornelius McDaniel died about December 20, 1961. I was also informed by Mrs. Gertrude Cooper who is now in the hospital that Mr. Peter Cornelius Butler was married on December 5, 1889. I also wish to state that I examined the assessment records of Queen Anne's County finding that the property in question was assessed to P.C. Butler, at least since 1922, and is still assessed to P.C. Butler heirs, and never has been assessed in any other manner since 1922. I will also say that I assisted the personal representatives in settlement of the estates of Mary Louise Gould and Jerome Butler, and found that Mary Louise Gould had died on March 1, 1981, without a will, resident of Queen Anne's County, and that Jerome Butler died without a will, a resident of Queen Anne's County about January 20, 1983. I also examined the orphan's court records and found no administration on the estates of James Butler, Mamie McDaniel or Harry Butler. I was informed by Mrs. Gertrude Cooper, that none of the heirs except Robert L. Butler has any interest in his trailer home and that none of the other heirs had any interest in the trailer home of Jerome Butler during his lifetime. Thank you very much, that is the end.

There being no other witnesses to be examined or further testimony to be taken, your Examiner now makes his return and certifies that he was engaged as such Examiner in taking this testimony one day and examined said witnesses, making the costs chargeable in this Cause as follows, to wit:

Vachel A. Downes, Jr., Examiner	$ 50.00
Witnesses waived fee	$ —
Susan E. Kimmel, Stenographer, Eastern Shore Secretarial Services, for transcribing testimony	$ 126.75
TOTAL	176.75

Vachel A. Downes Jr
Examiner

18 at 402

GERTRUDE COOPER, et al., Plaintiffs * Circuit Court for Queen Anne's County

vs. *

FRANCES BONDS, et al., Defendants * EQUITY No. 7542

DECREE

This cause standing ready for hearing and being submitted without argument, the Bill of Complaint, exhibits, testimony and exhibits and other proceedings were read and considered; whereupon the Court finds as follows:

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

(b) The sworn testimony of Charles E. Anthony, Jr. is that of a competent appraiser and constitutes an appraisal of the present fair market values of the subject parcels of real estate for the purpose of sustaining any private sale or sales in compliance with Rule BR 3 c, as well as an appraisal of the value of the interest of Harry Butler therein at the time of his death in 1956.

IT IS, therefore, this 20th day of August, 1985, by the Circuit Court for Queen Anne's County, ADJUDGED, ORDERED and DECREED as follows:

1. That Howard Wood is appointed Trustee to sell the real estate described in Paragraph No. 1 of the Bill of Complaint.

2. That said real estate be sold either at private sale or sales for not less than its value as appraised by Charles E. Anthony, Jr., in his testimony filed herein, or else at public sale to be conducted by said Trustee for the purpose of dividing the proceeds of sale among the parties entitled.

3. That before the Trustee shall proceed to act as such, he shall file with the Clerk of this Court a bond to the State of Maryland, with corporate surety to be approved by said Clerk, in the penalty of Twenty Thousand Dollars ($20,000.00).

4. That prior to any public sale he shall advertise the time, place, manner and terms of sale in a newspaper printed and published in said Queen Anne's County, for at least three successive weeks, the first insertion to be at least fifteen (15) days before the sale, and the last insertion to be not more than seven (7) days before the sale, said notice to provide payment of the entire purchase price in cash, or one-fourth (1/4) of the purchase price in cash and three-fourths (3/4) upon the final ratification of said sale by this Court or not more than ten (10) days thereafter, the deferred payment to bear interest from the day of sale and be secured to the Trustee's satisfaction, full possession to be given upon final ratification and final settlement, when taxes and public charges shall be adjusted.

5. That any public sale shall then be made at the appointed time and place, upon the above terms, by public auction, to the highest bidder for said property.

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

7. That, upon the final ratification of a sale, and full payment of the purchase money, he shall convey unto the purchaser or purchasers thereof, by a good and sufficient deed to be executed and acknowledged agreeably to law, the property so sold to him or them, free, clear and discharged of all claims of the parties to this cause, or of those claiming by, through or under them or any of them.

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

9. That at the time of the first insertion or publication of any public sale advertisement or upon making any private sale, he shall publish in the same or a similar newspaper a notice to the creditors of James Butler, Mamie McDaniel and Harry Butler, all deceased, requiring them to file their claims against said decedents with the Clerk of this Court within ninety (90) days of the date of publication of such notice or be excluded from participating in the proceeds of said sale.

10. That Nellie Butler, surviving spouse, is entitled to the entire net proceeds of the sale of the one-eighth (1/8) interest of her late husband Harry Butler, in and to said real estate.

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QUEEN ANNE'S COUNTY

Judge

18 PAGE 404

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State of Maryland,
Queen Anne's County, To Wit:

KNOW ALL MEN BY THESE PRESENTS, That we, Howard Wood, of Queen Anne's County, State of Maryland, as principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty Thousand Dollars ($20,000.00) current money of the United States of America, to be paid to the said State of Maryland, or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, personal representatives, successors and assigns, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals and dated this day of September, 1985.

WHEREAS, the above bounden Howard Wood has been appointed by a Decree of the Circuit Court for Queen Anne's County passed on the 20th day of August, 1985, trustee to make sale of the real estate mentioned and described in the cause in said Court entitled "Gertrude Cooper, et al. vs. Frances Bonds, et al.", being Equity No. 7542 in said Court;

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Howard Wood shall well and trulyperform the office of Trustee as designated by the said Decree, or that may be reposed in him by any future order or decree in the premises, and shall in all respects discharge the duties required of him by law as fiduciary without any injury or damage to any person interested in the faithful performance of the said office, then the above obligation shall be void; it is otherwise to be in full force and effect.

SIGNED, sealed and delivered in the presence of:

June A. Hughes

Howard Wood (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Judith A. Bennett

Its Attorney-in-fact

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

ATTEST:

June A. Hughes

surety approved and bond filed 9/18/85

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM No. 3, folio 720, 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 September, 1985.

Marguerite W. Mankin

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

18 406

GERTRUDE COOPER, et al., Plaintiffs * Circuit Court for Queen

vs. * Anne's County

FRANCES BONDS, et al., Defendants * EQUITY No. 7542

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made in this cause by Howard Wood, the Trustee appointed to make such sale, unto your Honors, respectfully shows:

1. That pursuant to the Decree of this Honorable Court passed on the 20th day of August, 1985, your Trustee filed a bond in this cause in the penalty of Twenty Thousand Dollars ($20,000.00) with corporate surety, which bond has been approved by the Clerk of this Court.

2. That thereupon pursuant to said Decree your Trustee made private sales on the 16th day of September as follows:

(a) Sale of Parcel A, containing 0.866 of an acre, more or less, described as such by the survey of which a copy was filed with the Bill of Complaint, marked "Plaintiffs' Exhibit A", to Robert L. Butler and Ruth Butler, his wife, for its value as appraised by Charles E. Anthony, Jr., in his testimony in this cause, in the sum of Eight Thousand Five Hundred Dollars ($8,500.00) in cash payable at the time of final settlement within 15 days after final ratification of sale by this Court.

(b) Sale of Parcel B, containing 3.690 acres, more or less, described as such by said survey, to James W. Brown and Phyllis M. Brown, his wife, for its value as appraised by Mr. Anthony in his testimony, in the sum of Eleven Thousand Five Hundred Dollars ($11,500.00) payable in cash at the time of final settlement within 15 days after final ratification of sale by this Court.

3. That your Trustee is confident that the Buyers will comply with the terms of sale.

I do solemnly declare and affirm under the penalties of perjury that the contents of the aforegoing Report of Sale are true and correct, and that said sales of real estate are fairly made.

CLERK CIRCUIT COURT
1985 SEP 16 PM 3:16
QUEEN ANNE'S COUNTY

Respectfully submitted,

Howard Wood

(Howard Wood) Trustee

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

GERTRUDE COOPER, et al

vs.

FRANCES BONDS, et al

Equity ~~Docket~~ No. 7542

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 16th day of September, 1985 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin
Marguerite W. Mankin,
Clerk

Filed: September 16, 1985

18 MSA 408

Centreville, Md. 10/9 19 85

We Hereby Certify

That the annexed advertisement of

Ratification of sale

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 25th day of Oct. 1985. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 25th day of Sept. 1985, and the last insertion on the 9th day of Oct. 1985.

Publishers, Record Observer

Per Dorothy M. Morse

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
GERTRUDE COOPER, etal
vs.
FRANCES BONDS, et al
Equity No. 7912

ORDER REGARDING RATIFICATION OF SALE

NOTICE IS HEREBY GIVEN THIS 16th day of September, 1985, that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Menkin, Clerk

True Copy, Test:
Marguerite W. Menkin, Clerk
By: Anne F. Ward, Deputy Clerk

Filed September 16, 1985

RB-9-25-3t-022

RECEIVED
CLERK CIRCUIT COURT
1985 OCT 17 PM 2:57
QUEEN ANNE'S COUNTY

18 MSA 409

Centreville, Md. 9/25 19 85

We Hereby Certify

That the annexed advertisement of

NTC Butler and McDaniel

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 1 successive weeks before the 25th day of Dec. 1985. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 25th day of Sept. 1985, and the last insertion on the 25th day of Sept. 1985.

Publishers, Record Observer

Per Dorothy M. Monroe

NOTICE

All creditors of James Butler, Mamie McDaniel and Harry Butler, all deceased, are hereby notified that they must file their claims against each of said decedents with the Clerk of the Circuit Court for Queen Anne's County, Centreville, Maryland, within ninety (90) days from September 25, 1985, or be excluded from participating in the proceeds of real estate sales reported in Equity No. 7542 in said Court.

Howard Wood, Trustee

RD-9-25-11-023

RECEIVED
CLERK CIRCUIT COURT
QUEEN ANNE'S COUNTY
1985 OCT 17 PM 2:57

18 mf 410

GERTRUDE COOPER, et al., Plaintiffs * Circuit Court for Queen

vs. * Anne's County

FRANCES BONDS, et al., Defendants * EQUITY No. 7542

AFFIDAVIT OF PURCHASERS

We, the undersigned, James W. Brown and Phyllis M. Brown, his wife, purchasers of real estate described as Parcel B, containing 3.690 acres, more or less, in these proceedings, from Howard Wood, Trustee, hereby certify:

1. That we are not acting as agents for any one; and are acting solely on our own behalf as principals.

2. That no others are interested as principals.

3. That we have not directly or indirectly discouraged any one from bidding for or offering to buy the said property.

We do solemnly declare and affirm under the penalties of perjury that the matters and facts set forth in the aforegoing affidavit are true, to the best of our knowledge, information and belief.

Witness our hands, this 18th day of September, 1985:

JWB James W. Brown

PMB Phyllis M. Brown

FILED
CLERK'S OFF.
1985 OCT 17 PM 2:57
QUEEN ANNE'S COUNTY

18 MD 411

GERTRUDE COOPER, et al.,
Plaintiffs * Circuit Court for Queen

vs. * Anne's County

FRANCES BONDS, et al., * EQUITY No. 7542
Defendants

AFFIDAVIT OF PURCHASERS

We, the undersigned, Robert L. Butler and Ruth Butler, his wife, purchasers of real estate described as Parcel A, containing 0.866 of an acre, more or less, in these proceedings, from Howard Wood, Trustee, hereby certify:

1. That we are not acting as agents for any one; and are acting solely on our own behalf as principals.

2. That no others are interested as principals.

3. That we have not directly or indirectly discouraged any one from bidding for or offering to buy the said property.

We do solemnly declare and affirm under the penalties of perjury that the matters and facts set forth in the aforegoing affidavit are true, to the best of our knowledge, information and belief.

Witness our hands, this 18th day of September, 1985:

RLB Robert L. Butler

RB Ruth Butler

RECEIVED
CLERK CIRCUIT COURT
1985 OCT 17 PM 2:57
QUEEN ANNE'S COUNTY

18 MD 412

GERTRUDE COOPER, et al., Plaintiffs	*	Circuit Court for Queen
	*	Anne's County
vs.	*	
FRANCES BONDS, et al., Defendants	*	EQUITY No. 7542

FINAL RATIFICATION OF SALES

The above entitled matter coming before this Court, the proceedings having been read and considered by this Court, and this Court being satisfied that the sales of the real estate made and reported in this cause by Howard Wood, Trustee, were fairly made, and no exceptions having been filed to the report of sale, and the Trustee having requested ratification of the sales, IT IS, this 21st day of October, 1985, by the Circuit Court for Queen Anne's County, ORDERED that the sales of the real estate made and reported in this cause by Howard Wood, Trustee, be and the sameare 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 preceding order nisi; and the said trustee is allowed the usual commissions and his proper expenses, not personal, incident to said sales.

RECEIVED
CLERK, CIRCUIT COURT
1985 OCT 21 PM 2:53
QUEEN ANNE'S COUNTY

Clayton C. Carter
Judge

18 mg 413

JOHN F. HALL, Substitute Trustee	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
ROLAND RODNEY DENNY	*	QUEEN ANNE'S COUNTY
MATTIEW W. DENNY, his wife	*	MARYLAND
Defendants	*	Civil Action No. 85-00466

* * * * * * * * *

CIVIL 466#
CIV FEES 70.00

74450
10/31/85

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above entitled case and file the attached certified copy of Deed of Trust as Plaintiff's Exhibit No. 1, and the attached certified copy of Substitution of Trustee as Plaintiff's Exhibit No. 2.

John F. Hall

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

RECEIVED
CLERK'S OFFICE
1985 OCT 31 AM 9:51
QUEEN ANNE'S COUNTY

18 MSA 414

JOHN F. HALL, Substitute Trustee	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
ROLAND RODNEY DENNY	*	QUEEN ANNE'S COUNTY
MATTIE W. DENNY, his wife	*	MARYLAND
Defendants	*	Civil Action No. 85-0466

* * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of mortgage debt of Union Trust Company of Maryland, holder of a note from Roland Rodney Denny and Mattie W. Denny to Union Trust Company of Maryland, dated February 1, 1977 and secured by a deed of trust recorded among the Land Records of Queen Anne's County, Maryland at Liber No. C.W.C. No. 115, folio 259, et seq:

Principal amount of Debt	$18,500.00
LESS: Amount paid toward principal	9,250.00
Principal amount of debt	$ 9,249.95
Interest from August 1, 1984 through December 1, 1985 (488 days at $2.31 per day)	1,127.28
Late charges (2 at $51.65)	103.30
Balance due	$10,480.53

Daily interest is: $2.31

John F. Hall

OATH

I DO HEREBY solemnly declare and affirm under the penalties of perjury that the foregoing is a true statement of the amount of the Mortgage debt under the Mortgage filed in this cause now remaining due and payable.

Richard Skolnik, Agent for
Union Trust Company of Maryland

CLERK'S OFFICE

1985 OCT 31 AM 9:51

QUEEN ANNE'S COUNTY

18 415

JOHN F. HALL, Substitute Trustee	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
ROLAND RODNEY DENNY	*	QUEEN ANNE'S COUNTY
MATTIEW W. DENNY, his wife	*	MARYLAND
Defendants	*	Civil Action No. 85-00466

* * * * * * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF TALBOT, to wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Richard Skolnik, agent of Union Trust Company, 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 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.

RECEIVED
CLERK'S OFFICE
1985 OCT 31 AM 9:51
QUEEN ANNE'S COUNTY

Richard Skolnik

Richard Skolnik

Subscribed and sworn to before me this 28th day of October, 1985.

Notary Public

My Commission Expires:
July 1, 1986.

LIBER 240 FOLIO 746 18 PAGE 416

DOCUMENT NO. 125 733

DEED OF APPOINTMENT

MISC OH
RECD FEE 12.00

THIS DEED OF APPOINTMENT, made this 28th day of October 1985 by Union Trust Company of Maryland, a body corporate of the State of Maryland,

W I T N E S S E T H:

WHEREAS, on or about the 1st day of February, 1977, R. Rodney Denny and Mattie W. Denny, his wife, executed a Deed of Trust to Gordon DeGeorge and Richard M. Thomas, Trustees, for the land and property more fully described therein, said Deed of Trust having been recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 115, folio 259; and

WHEREAS, said Deed of Trust secures a note of even date from R. Rodney Denny and Mattie W. Denny, his wife, to Union Trust Company of Maryland, in the face amount of Eighteen Thousand Five Hundred ($18,500.00) Dollars, and Union Trust Company of Maryland is presently the holder of said note; and

WHEREAS, the said Deed of Trust contains the following power to appoint a substitute trustee:

> 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.

NOW, THEREFORE, by virtue of the authority vested in Union Trust Company of Maryland under said Deed of Trust, Union Trust Company of Maryland hereby appoints and substitutes John F. Hall as Trustee in the place and stead of Gordon DeGeorge and Richard M. Thomas in said Deed of Trust.

IN WITNESS WHEREOF, Union Trust Company of Maryland has caused this Deed to be executed on its behalf and its corporate seal to be affixed hereto the day and year first above written.

1985 OCT 31 AM 9 52
QUEEN ANNE'S COUNTY

ATTEST:

UNION TRUST COMPANY OF MARYLAND

By: Richard N. Skolnik (SEAL)
Richard N. Skolnik
Loan Administration Officer

LIBER 240 PAGE 747 18 PAGE 417

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 28th day of October, 1985, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Richard N. Skolnik known to me to be the Loan Admin. Officer of Union Trust Company of Maryland who acknowledged the foregoing Deed of Appointment to be the act and deed of Union Trust Company of Maryland and made further oath that he is authorized to make this acknowledgement on behalf of said Corporation.

AS WITNESS my hand and Notarial Seal.

Notary Public (SEAL)

My Commission Expires:

My Commission Expires July 1, 1986

DOCUMENT NO. 87,116

DEED OF TRUST

THIS DEED OF TRUST is made this 1st day of February, 19 77, among the Grantor, H. RODNEY DENNY and MATTIE W. DENNY, his wife (herein "Borrower"), Gordon DeGeorge and Richard M. Thomas (herein "Trustee"), and the Beneficiary, UNION TRUST COMPANY OF MARYLAND, a corporation organized and existing under the laws of Maryland, whose address is Baltimore, Maryland (herein "Lender").

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

PARCEL NO. 1:

ALL that land and premises conveyed by J.H.C. Legg, Assignee, to James DeCoursey and Ethel DeCoursey, his wife, as tenants by the entireties, by deed dated March 31, 1936, recorded in Liber W.H.C. No. 2A, folio 511, one of the Land Record Books of Queen Anne's County, Maryland (the said James having departed this life, leaving surviving him his wife, the said Ethel DeCoursey as sole owner) said land and premises being described in a deed as follows: ALL that farm or tract of land situate, lying and being in the Third Election District of Queen Anne's County in the State of Maryland on the left or East side of the State Road leading from Centreville to Wye Mills and adjoining the Richard T. Earle Farm now or formerly owned by Mordecai M. Price and containing seventeen (17) acres of land, more or less. SAVE AND EXCEPT the following parcels of land: (1) That property conveyed by EthelDeCoursey to the County Commissioners of Queen Anne's County by deed dated March 6, 1959 and recorded in Liber N.B.W. No. 5, folio 461, a Land Record for Queen Anne's County, Maryland. (2) That parcel of land conveyed from James DeCoursey and wife to the State Roads Commission of Maryland by deed dated December 27, 1943 and recorded in Liber A.S.G. Jr. No. 9, folio 86; (3) That parcel of land conveyed from James DeCoursey and wife to the State Roads Commission of Maryland by deed dated December 27, 1943 and recorded in Liber A.S.G. Jr. No. 9, folio 88; (4) A parcel of land from James DeCoursey and wife to the State Roads Commission by deed dated December 26, 1972 and recorded in Liber T.S.P. No. 72, folio 55, which has the address of ..... (Street) ..... (City) ..... (State and Zip Code) (herein "Property Address");

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

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated February 1, 1977 (herein "Note"), in the principal sum of EIGHTEEN THOUSAND FIVE HUNDRED 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 February 1, 1992; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

conveying .022 acres of land, more or less; (5) A parcel of land from the Mortgagors herein to C & P Telephone Company of Maryland by deed dated November 22, 1968 and recorded in Liber C.W.C. No. 38, folio 498, conveying a .993 acre parcel of land; (6) A parcel of land conveyed by the Mortgagors herein by deed recorded in Liber C.W.C. No. 80, folio 94, conveying a 5.508 acre parcel of land; (7) A parcel of land conveyed by the Mortgagors herein by deed recorded in Liber C.W.C. No. 83, folio 783, conveying a 1.515 acre parcel of land.

PARCEL NO. 2:

ALL that parcel of land once known as the "Saul Coursey Lot" situate in the Third Election District on the left side of the public road leading from Centreville to Wye Mills and on the right side of the public road leading from the Wye Camp Ground to Queenstown being in an angle formed by the intersection of the aforesaid public roads, bounded on two sides by the aforesaid roads and on the remaining two sides by other lands now owned by R. Rodney Denny and Mattie W. Denny, his wife, as tenants by the entireties and formerly of Saul Coursey, containing one-fourth (1/4) of an acre of land, more or less, being the same land described in a deed from Hiram B. Hammond to R. Rodney Denny and Mattie W. Denny, dated April 5, 1973 and recorded in Liber C.W.C. No. 73, folio 167, a Land Record for Queen Anne's County, Maryland. It also being the same land described as Parcel Two (2) thereof which was conveyed to William E. Hammond and Hiram B. Hammond as tenants in common dated March 13, 1952 and recorded among the Land Records of said Queen Anne's County in Liber T.S.P. No. 4, folio 238, and which was set over to Hiram B. Hammond and Florence E. Hammond by order of the Orphans' Court of Queen Anne's County as to an undivided one-half interest upon the death of William E. Hammond, dated November 3, 1960, in Docket No. 3415; and the said Florence B. Hammond died and departed this life, testate on January 20, 1964, said decedent's Will is being recorded in Liber E.C.W. No. 2, folio 8, a Will Record for Queen Anne's County, Maryland, which provides that the real, personal and mixed property passed to her brother, Hiram B. Hammond, for and

NIER, JARRELL & HUBBARD
ATTORNEYS AT LAW
DENTON, MARYLAND
21629
TELEPHONE 479-0118

during the term of his natural life, and then said property to Jessie N. Dodd of Sussex County absolutely and in fee simple. SAVE AND EXCEPT therefrom the aforegoing, however, such part thereof, if any, that was granted or conveyed by Hiram B. Hammond unto the State Roads Commission of Maryland as described and provided for in the State Roads Commiesion of Maryland Plats numbered 27, 224, 27225, 27226 and 27227 which are recorded among the Land Records of Queen Anne's County under Contract Number Q 408-1-220 and known as the U.S. Route 213 and to thereafter use, maintain and/or further improve said highway and/or bridge as a part of the Maryland State Roads System, or any other grant, right-of-way or easement, if any, heretofore made as affecting said lands. The lands hereby conveyed are presently bounded on the West by Maryland State Route 213; on the South by Grange Hall Road and the property of R. Rodney Denny and Mattie W. Denny, his wife, and the North and East. IT BEING THE SAME LAND described in a deed from Jessie N. Dodd to R. Rodney Denny and wife dated January 10, 1977 and intended to be recorded simultaneously herewith among the Land Records for Queen Anne's County, Maryland.

1977 FEB -1 PM 4:05

CLERK OF THE CIRCUIT COURT FOR QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

FEB -1-77 * 27028 *****01.05
FEB -1-77 A #27028 *****01.05
FEB -1-77 A #27027 *****20.00

NIER, JARRELL & HUBBARD
ATTORNEYS AT LAW
BERLIN, MARYLAND 21811
TELEPHONE 410-641-1118

18 AGR 421

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.

P.D. M.U.D.

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 [illegible] 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.

R. Rodney Donny (Seal) —Borrower

Mattie W. Donny (Seal) —Borrower

STATE OF MARYLAND, Caroline County ss:

I Hereby Certify, That on this 1 day of February, 19 77, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared R. Rodney Donny and Mattie W. Donny known to me or satisfactorily proven to be the person(s) whose name(s) subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

My Commission expires: 7-1-78. Carolyn A. Bickling Notary Public

CAROLYN A. BICKLING NOTARY PUBLIC CAROLINE CO. MD.

STATE OF MARYLAND, Caroline County ss:

I Hereby Certify, That on this 1st day of February, 19 77, before me, the subscriber, a Notary Public of the State of Maryland and for the County of Caroline, personally appeared Carolyn A. Bickling, Branch Manager, the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the amount of the loan secured by the foregoing Deed of Trust was disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS: my hand and notarial seal.

My Commission expires: July 1, 1978

Carolyn Ann A. Bickling Notary Public

CAROLINE COUNTY, MD.

(Space Below This Line Reserved For Lender and Recorder)

FOR PARTIAL RELEASE SEE LIBER mwm 146 PAGE 26

FOR PARTIAL RELEASE SEE LIBER mwm 172 PAGE 226

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber CWC 115, folio 259, 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 31st day of October 1985.

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

18 MSA 421

JOHN F. HALL, Substitute Trustee	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
ROLAND RODNEY DENNY	*	QUEEN ANNE'S COUNTY, MARYLAND
MATTIE W. DENNY, his wife	*	
Defendant	*	Civil Action No. CG 85-00466

AFFIDAVIT

I, John F. Hall, do hereby solemnly declare and affirm under the penalties of perjury that, pursuant to Rule W74 a, 2(b), Maryland Rules of Procedure, I mailed to the Defendants in these foreclosure proceedings, at their last known address, on November 22, 1985, by Certified Mail, Return Receipt Requested, a notice of the time, place and terms of the foreclosure sale, which date was not earlier that twenty days nor later than five days before the date of sale in these proceedings.

AS WITNESS, my hand and seal, this 2nd day of December, 1985.

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

1985 DEC -3 AM 10: 13
QUEEN ANNE'S COUNTY

18 mo 425

JOHN F. HALL
ATTORNEY AT LAW
11 S. WASHINGTON ST., P.O. BOX 1811
EASTON, MARYLAND 21601
301 822-9228

November 22, 1985

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. and Mrs. Roland Rodney Denny
P.O. Box 84
Wye Mills, Maryland 21620

Dear Mr. and Mrs. Denny:

Your deed of trust dated February 1, 1977, to Gordon DeGeorge, et al, Trustees for Union Trust Company of Maryland which has been assigned to the undersigned, through mesne assignments, for collection, has been in default since February 1, 1985, and default having been declared, the premises shall be offered for sale, as provided in the deed of trust, on Friday, December 6, 1985, at 11:00 a.m., at the premises, near Wye Mills, Maryland.

The terms of the sale are as given in the advertisement of same. I have included for your reference a copy of the advertisement which appeared in the Queen Anne's Record Observer on Wednesday, November 20, 1985.

Very truly yours

John Hall

John F. Hall

ssk

cc: Michael G. Rinn, Esquire
Richard R. Cooper, Esquire
Paul M. Bowman, Esquire

SENDER: Complete items 1, 2, 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do so will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☐ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.

3. Article Addressed to: Mr. and Mrs. Roland Rodney Denny, P. O. Box 84, Wye Mills, Maryland 21620

Article Number: P103 473 511

4. Type of Service: ☐ Registered ☐ Insured ☐ Certified ☐ COD ☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee: X
6. Signature – Agent: X
7. Date of Delivery: 11-27-85
8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, July 1983 447-845 DOMESTIC RETURN RECEIPT

P 103 473 511

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

Sent to Mr. Roland Rodney Denny	
Street and No. P.O. BOX 84	
P.O. State and ZIP Code WYE MILLS, MD. 21620	
Postage	$.22
Certified Fee	.75
Special Delivery Fee	
Restricted Delivery Fee	1.25
Return Receipt Showing to whom and Date Delivered	.70
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$2.92
Postmark or Date	

PS Form 3800, Feb. 1982 * U.S.G.P.O. 1984-446-014

18 426

Substitute Trustee's Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY NEAR WYE MILLS QUEEN ANNE'S COUNTY, MARYLAND

By virtue of the power and authority contained in a certain deed of trust recorded in Liber C.W.C. No. 115, folio 259, et seq., Land Records of Queen Anne's County, dated February 1, 1977 from R. Rodney Denny and Mattie W. Denny, his wife, to Gordon DeGeorge, et al, Trustees, the undersigned having been substituted as Trustee by appointment dated October 28, 1985, and being recorded among the aforesaid Land Records, default having occurred in the terms, conditions and covenants of said mortgage, the undersigned Substitute Trustee, having obtained leave from the United States Bankruptcy Court for the District of Maryland by Order dated October 17, 1985, Motion No. M85-0796B, will sell at public auction on

Friday, Dec. 6, 1985

11:00 A.M.

on the premises

ALL those two separate parcels of land on the west side of Route 213, just north of the intersection of Route 213 and U.S. Route 50, near Wye Mills, one such parcel being improved by a residence as hereinafter described, but zoned commercial, and lying at the northeast corner of Route 213 and Starr Grange Hall Road, containing approximately 2.78 acres of land, more or less, and the other being a vacant lot, zoned agricultural, lying some short distance north of the residential lot, containing approximately 4.128 acres.

The residential parcel is bounded on the north by the lands of Richard Potter and Centreville Electric Co., on the west by Route 213, on the east by the lands formerly of Nellie Price and by the C & P Microwave tower land, on the south by said microwave tower lands and Starr Grange Hall Road.

The aforesaid 4.128 acres (more or less) vacant parcel is described in accordance with a survey made by William R. Nuttle, Reg. Surveyor in March 1985 as follows:

BEGINNING for the same on the east side of Route 213 at the northwest corner of the land occupied by Centreville Electric Company, and running with the east side of Route 213, (1) N 15° 39' 20" E 200 feet; thence (2) N 15° 34' 20" E 364.91 feet to the southwest corner of the lands of Robert Gallagher, Jr., thence, by and with the southern boundary of said Gallagher land, (3) S 77° 09' 30" E 233.56 feet to the lands now or formerly of Nellie Price; thence (4) with said Nellie Price land, S 01° 24' 40" E 582.18 feet to said Centreville Electric Company land, thence, with the northern boundary of said Centreville Electric Company land N 77° 09' 30" W 404.10 feet to the place of beginning.

The legal description of the property (the two parcels of which are not to be confused with the two parcels above described) is as follows:

PARCEL NO. 1: ALL that land and premises conveyed by J.H.C. Legg, Assignee, to James DeCoursey and Ethel DeCoursey, his wife, as tenants by the entireties, by deed dated March 31, 1938, recorded in Liber W.H.C. No. 2A, folio 511, Land Records of Queen Anne's County, Maryland, said land and premises being described in a deed as follows: ALL that farm or tract of land situate, lying and being in the Third Election District of Queen Anne's County in the State of Maryland on the left or East side of the State Road leading from Centreville to Wye Mills and adjoining the Richard T. Earle Farm formerly owned by Mordecai M. Price and containing seventeen (17) acres of land, more or less. SAVE AND EXCEPT the following parcels of land: (1) That property conveyed by Ethel DeCoursey to the County Commissioners of Queen Anne's County by deed dated March 6, 1959 and recorded in Liber N.B.W. No. 5, folio 461, of Land Record for Queen Anne's County, Maryland; (2) That parcel of land conveyed from James DeCoursey and wife to the State Roads Commission of Maryland by deed dated December 27, 1943 and recorded in Liber A.S.G. Jr. No. 9, folio 86; (3) That parcel of land conveyed from James DeCoursey and wife to the State Roads Commission of Maryland by deed dated December 27, 1943 and recorded in Liber A.S.G. Jr. No. 9, folio 88; (4) A parcel of land from James DeCoursey and wife to the State Roads Commission by deed dated December 26, 1972 and recorded in Liber T.S.P. No. 72, folio 55, conveying 0.022 acres of land, more or less; (5) A parcel of land from R. Rodney Denny and wife to C & P Telephone Company of Maryland by deed dated November 22, 1968 and recorded in Liber C.W.C. No. 38, folio 498, conveying a 0.993 acre parcel of land; (6) A parcel of land conveyed by R. Rodney Denny and wife to the Town Commissioners by deed recorded in Liber C.W.C. 80, folio 94, conveying a 5.563 acre parcel of land; (7) A parcel of land conveyed by R. Rodney Denny and wife to Marion W. Yonell by deed recorded in Liber C.W.C. No. 83, folio 783, conveying a 1.515 acre parcel of land; (8) A parcel of land conveyed by R. Rodney Denny and wife to Robert L. Gallagher, Jr. by deed dated January 17, 1979 and recorded at Liber C.W.C. No. 146, folio 28 conveying a 1.001 acre parcel of land; (9) A parcel of land conveyed by R. Rodney Denny and wife to George Harry Denny by deed dated February 3, 1981 and recorded at Liber C.W.C. No. 172, folio 250, conveying a 1.00 acre parcel of land.

PARCEL NO. 2: ALL that parcel of land once known as the "Saul Courcey Lot" situate in the Third Election District on the left side of the public road leading from Centreville to Wye Mills and on the right side of the public road leading from the Wye Camp Ground to Queenstown being in an angle formed by the intersection of the aforesaid public roads, bounded on two sides by the aforesaid roads, and on the remaining two sides by other lands now owned by R. Rodney Denny and Mattie W. Denny, his wife, as tenants by the entireties and formerly of Saul Coursey, containing one-fourth (¼) of an acre of land, more or less, being the same land described in a deed from Hiram B. Hammond to R. Rodney Denny and Mattie W. Denny, dated April 6, 1973 and recorded in Liber C.W.C. No. 73, folio 167, a Land Record for Queen Anne's County, Maryland. It also being the same land described as Parcel Two (2) thereof which was conveyed to William E. Hammond and Hiram B. Hammond as tenants in common dated March 13, 1952 and recorded among the Land Records of said Queen Anne's County in Liber T.S.P. No. 4, folio 238, and which was set over to Hiram B. Hammond and Florence E. Hammond by order of the Orphans' Court of Queen Anne's County as to an undivided one-half interest upon the death of William E. Hammond, dated November 3, 1960, in Docket No. 3415; and the said Florence B. Hammond died and departed this life, testate on January 20, 1964, said decedent's Will being recorded in Liber E.C.W. No. 2, folio 8, a Will Record for Queen Anne's County, Maryland, which provides that the real, personal and mixed property passed to her brother, Hiram B. Hammond, for and during the term of his natural life, and then said property to Jessie N. Dodd of Sussex County absolutely and in fee simple. SAVE AND EXCEPT from the aforegoing, however, such part thereof, if any, that was granted or conveyed by Hiram B. Hammond unto the State Roads Commission of Maryland as described and provided for in the State Roads Commission of Maryland Plats number 27224, 27225, 27226 and 27227 which are recorded among the Land Records of Queen Anne's County under Contract Number Q 403-1-220 and known as Route 213. Said Parcel No. 2 is bounded on the west by said Route 213; on the South by Grange Hall Road and the property of R. Rodney Denny and Mattie W. Denny, his wife, (Parcel No. 1 hereinabove described) on the North and East. IT BEING THE SAME LAND described in a deed from Jessie N. Dodd to R. Rodney Denny and wife, dated January 10, 1977.

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

TERMS OF SALE. The Substitute Trustee will first offer the above described 4.128 acres (more or less) parcel for sale, and thereafter make a seperate offering of the residence. Purchasers should initially assemble at the vacant land.

A cash deposit or certified check of Five Thousand ($5,000.00) Dollars shall be paid at the time of sale, balance in cash at settlement which shall be fifteen days after final ratification of sale by the Circuit Court for Queen Anne's County unless said period is extended by Substitute Trustee, for good cause, time being of the essence. Interest at the rate of Nine (9%) percent per annum shall be paid on the unpaid purchase price from date of sale to date of settlement. Taxes and all other public charges on an annual basis will be adjusted to date of sale and assumed thereafter by the purchaser. Cost of recording taxes, transfer taxes and all other charges incident to the recording of the deed to the purchaser shall be borne by purchaser. In the event of default, the property will be sold at the risk and cost of the defaulting purchaser or purchasers.

Property is sold "as is". Purchasers are warned to make their own investigation of the information provided above, the same being provided without intending that the same will be construed as a warranty or representation.

John F. Hall, Assignee

A. Curtis Andrew, Auctioneer

RB-11-13-21-012

18 PAGE 427

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

AETNA CASUALTY & SURETY COMPANY
HARTFORD, CONNECTICUT

****

CV85-00466

Bond No. 98S100210648BCA

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

John F. Hall,
Substitute Trustee

Plaintiff

vs.

Roland Rodney Denny
Mattie W. Denny, his wife

Defendant

Equity No.

BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, John F. Hall, Substitute Trustee 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 ($15,000.00) Fifteen Thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 3 day of December in the year of our Lord One Thousand Nine Hundred and Eighty-Five.

Whereas, the above bounden John F. Hall, Substitute Trustee by virtue of the power contained in a mortgage from Roland Rodney Denny & Mattie W. Denny to Gordon DeGeorge bearing date the 1st day of February, 1977 and recorded among the mortgage records of Queen Anne's County in Liber No. 115 Folio 259 and is about to sell the land premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John F. Hall, Substitute Trustee do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

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

Signed, sealed and delivered in the presence of:

John F. Hall (SEAL)

(SEAL)

Witness:

AETNA CASUALTY & SURETY COMPANY

By
Reeva B. Baynard
Attorney-in-Fact

Certificate attached
Filed Dec. 4, 1985

J-29

4 PAGE 13

18 MD 428

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM No. 4, folio 14, a Bond Record Book for Queen Anne's County

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 10th day of December, 1985

Marguerite W. Mankin

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

18 420

JOHN F. HALL, Substitute Trustee	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
ROLAND RODNEY DENNY and MATTIE W. DENNY, his wife	*	MARYLAND
Defendants	*	Civil Action No. CG 85-00466

* *

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

The Report of Sale of John F. Hall, Substitute Trustee, of a deed of trust from Roland Rodney Denny and Mattie W. Denny, his wife to Gordon DeGeorge and Richard M. Thomas dated February 1, 1977 and recorded among the Land Records of Queen Anne's County at Liber C.W.C. No. 115, folio 259 et seq, respectfully shows, that after giving bond with security for the faithful discharge of his 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's Record-Observer, a daily newspaper published in Queen Anne's County, four successive weeks preceding the day of sale, said Substitute did pursuant to said notice on the 6th day of December, 1985 at 11:00 o'clock A.M. attend on the premises and then and there sold those parcels of the property described in the aforesaid mortgage dated February 1, 1977 to the following named persons and firms at and for the sums noted below, each being, respectively, the highest bidder for each such designated parcel, viz:

	PROPERTY	BUYER	PURCHASE PRICE
(a)	4 Acres ± vacant lot fronting on Route 213	Fidelity Exterminating Co., Inc. 603 Radiance Drive Cambridge, Md. 21613 476-3991	$13,500.00

CLERK

1985 DEC 10 AM 10: 19

QUEEN ANNE'S COUNTY

(b)	2 Acres ± improved by residence fronting on Route 213 and Star-Grange Hall Road	Bernard O. Hardesty, Jr. Rte. 1, Box 212 Queenstown, MD 21658	$85,000.00

AFFIDAVIT

I, John F. Hall, do hereby solemnly declare and affirm under the penalty of perjury that the facts stated in the foregoing Report of Sale are true and correct, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and seal, this 6th day of December, 1985.

John F. Hall (SEAL)

John F. Hall

18 MD 431

JOHN F. HALL, Substitute Trustee	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
ROLAND RODNEY DENNY and MATTIE W. DENNY, his wife	*	QUEEN ANNE'S COUNTY, MARYLAND
Defendant	*	Civil Action No. CG 00466

AFFIDAVIT BY PURCHASER

I do hereby solemnly declare and affirm, under the penalties of perjury, that the matters and facts set forth hereinbelow are true and correct:

1. That I am the purchaser of certain real property which is part of the land described in a deed of trust from Roland Rodney Denny and Mattie W. Denny, his wife to Gordon DeGeorge, et al, Trustees, by deed of trust dated February 1, 1977 and recorded among the Land Records of Queen Anne's County at Liber C.W.C. No. 115, folio 259, which property was described in the advertisement of the same and which was offered for sale at a Substitute Trustee's Sale on December 6, 1985, on the premises in Wye Mills, Queen Anne's County, Maryland.: Improved (residence) property

2. That I purchased said property as agent for Self /as principal ~~and not as agent for anyone else.~~

3. That neither I nor anyone connected with me or with my principal directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS, my hand and seal, this 6th day of December, 1985.

FILED
1985 DEC 10 AM 10: 19
CLERK'S OFFICE
QUEEN ANNE'S COUNTY

Bernard O. Hardesty Jr
Bernard O Hardesty Jr

18 MSA 432

JOHN F. HALL, Substitute Trustee	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
ROLAND RODNEY DENNY and MATTIE W. DENNY, his wife	*	QUEEN ANNE'S COUNTY, MARYLAND
Defendant	*	Civil Action No. CG 00466

AFFIDAVIT BY PURCHASER

I do hereby solemnly declare and affirm, under the penalties of perjury, that the matters and facts set forth hereinbelow are true and correct:

1. That I am the purchaser of certain real property which is part of the land described in a deed of trust from Roland Rodney Denny and Mattie W. Denny, his wife to Gordon DeGeorge, et al, Trustees, by deed of trust dated February 1, 1977 and recorded among the Land Records of Queen Anne's County at Liber C.W.C. No. 115, folio 259, which property was described in the advertisement of the same and which was offered for sale at a Substitute Trustee's Sale on December 6, 1985, on the premises in Wye Mills, Queen Anne's County, Maryland.: 4Ac± vacant parcel

2. That I purchased said property as agent for Fidelity Ext. Co. Inc. /as principal and not as agent for anyone else.

3. That neither I nor anyone connected with me or with my principal directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS, my hand and seal, this 6th day of December, 1985.

RECEIVED
CLERK, CIRCUIT COURT
1985 DEC 10 AM 10:19
QUEEN ANNE'S COUNTY

C. Lemon Foxwell Sr
Charles L. Foxwell Sr

18 MP 433

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JOHN F. HALL, Substitute Trustee

vs.

ROLAND RODNEY DENNY and

MATTIE W. DENNY, his wife

Civil No. 85-00466

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 10th day of December, 1985 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin,
Clerk

Filed; December 10, 1985

18 434

JOHN F. HALL
ATTORNEY AT LAW
11 S. WASHINGTON ST., P.O. BOX 1211
EASTON, MARYLAND 21601
301 822-9225

December 10, 1985

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

RE: Union Trust Company vs. Denny
CG No. 00466

Dear Mrs. Mankin:

The foreclosure sale was advertised four weeks in the Record-Observer. A smaller advertisement was published in the Star-Democrat once per week for three weeks. Enclosed is a certification of publication of that advertisement. Please file the same in these proceedings.

Very truly yours,

John F. Hall

ssk
enclosure

RECEIVED
CLERK OF THE
1985 DEC 11 AM 8:51
QUEEN ANNE'S COUNTY

18 435

OFFICE OF

The Star-Democrat

Easton, Md.

This is to certify that the annexed

Public Auction
Real Estate

was published in

The Star-Democrat,

one of the newspapers printed and published in Talbot County, Maryland, 1 *time in each of* 3 *successive weeks beginning the* 22ND *day of* November *19*85 *and the last insertion on the* 6th *day of* December *19*85

Chesapeake Publishing Corporation
Publishers of The Star-Democrat

Per Brenda L. Harrington

PUBLIC AUCTION
Real Estate
Near Wye Mills

Residence at the Northeast corner of Grange Hall Road and Rte. 213, plus nearby 4 acre vacant parcel fronting on Rte. 213 to be sold at public auction, in the premises, on Friday, December 6, 1985 at 11:00 a.m. For details, see full advertisement appearing in the Record Observer or call the substitute trustee at 822-9228.

Q5011-22,28,12-6

CLERK OF
1985 DEC 11 AM 10:51
QUEEN ANNE'S COUNTY

18 436

JOHN F. HALL, SUBSTITUTE TRUSTEE	)	IN THE CIRCUIT COURT
Plaintiff	)	FOR QUEEN ANNE'S COUNTY
vs.	)	
ROLAND RODNEY DENNY, a/k/a R. RODNEY DENNY, AND MATTIE W. DENNY	)	CIVIL GENERAL PROCEEDINGS
Defendants	)	CIVIL ACTION NO. CG 85-00466

APPLICATION FOR SURPLUS OF PROCEEDS OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Farmers Home Administration, pursuant to Rule W75 of the Maryland Rules of Procedure, hereby makes application to have the surplus of the proceeds of sale reported in this proceeding paid over to the said Farmers Home Administration, and in support of said Application submits the following:

1. That the real property which was the subject of this foreclosure proceeding was likewise the subject of a second mortgage from R. Rodney Denny and Mattie W. Denny to Farmers Home Administration, dated April 18, 1979 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 149, Folio 39, securing an original principal amount of Ten Thousand Five Hundred Seventy ($10,570.00) Dollars, a copy of said second mortgage is attached hereto, incorporated by reference herein, and hereby designated as Exhibit "A" hereto.

2. That the real property which was the subject of this foreclosure proceeding was likewise the subject of a third mortgage from R. Rodney Denny and Mattie W. Denny to Farmers Home Administration, dated April 18, 1979 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 149, Folio 44, securing an original principal amount of Twenty-Four Thousand

CLERK'S OFFICE
1985 DEC 20 PM 12:47
QUEEN ANNE'S COUNTY

Three Hundred ($24,300.00) Dollars, a copy of said third mortgage is attached hereto, incorporated by reference herein, and hereby designated as Exhibit "B" hereto.

3. That the real property which was the subject of this foreclosure proceeding was likewise the subject of a fourth mortgage from R. Rodney Denny and Mattie W. Denny to Farmers Home Administration, dated February 5, 1981, and recorded among Land Records of Queen Anne's County in Liber M.W.M. No. 172, Folio 339, securing an original principal amount of Twenty Seven Thousand Eight Hundred Fifty ($27,850.00) Dollars, a copy of said fourth mortgage is attached hereto, incorporated by reference herein, and hereby designated as Exhibit "C" hereto.

4. That, as of December 6, 1985, there was still outstanding an indebtedness due to Claimants and secured by the aforesaid second, third and fourth mortgages in the approximate amount of $35,290.00 plus interest that might accrue thereafter.

5. That the said second, third and fourth mortgages are liens against said real estate and the improvements thereon.

6. That it appears likely that there will be surplus funds resulting from the sale arising from the foreclosure of the first mortgage against the subject property.

18 MG 438

WHEREFORE, the Applicant applies for an order of this Court directing that the surplus of the proceeds of sale, after payment to the holder of the first mortgage of its claim and expenses, be paid over to the Applicant according to the proper priority.

ATTEST:

Kathy Evans
Kathy Evans

FARMERS HOME ADMINISTRATION

BY: G. Wallace Caulk
G. WALLACE CAULK
State Director

STATE OF DELAWARE, KENT COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 13th day of December, 1985, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared G. WALLACE CAULK, State Director of the Farmers Home Administration, Applicant named in the foregoing Application of Surplus of Proceeds of Sale, and made oath in due form of law that the matters and facts therein stated are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Norma T. Collins
NORMA T. COLLINS

My Commission Expires: September 17, 1988

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that I mailed a copy of the aforegoing Application for Surplus of Proceeds of Sale to John F. Hall, Substitute Trustee, 11 South Washington Street, Easton, Maryland 21601 by regular mail, postage prepaid, this 13 day of December, 1985.

I HEREBY CERTIFY, that I mailed a copy of the aforegoing Application for Surplus of Proceeds of Sale to Michael G. Rinn, Trustee in Bankruptcy, Suite 3701, 222 St. Paul Place, Baltimore, Maryland 21202 by regular mail, postage prepaid, this 13 day of December, 1985.

G. Wallace Caulk
G. WALLACE CAULK
State Director
Farmers Home Administration
Applicant

DOCUMENT NO. 97,602 18 PAGE 439

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 R. RODNEY DENNY and MATTIE W. DENNY, his wife,

residing in Queen Anne's County, Maryland, whose post office address is Box 84, Wye Mills, Maryland 21679,

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:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
April 18, 1979	$10,570.00	3%	April 18, 1994

If the interest is less than 3% for an FO of OL secured by this instrument, the interest rate may be changed as provided in the promissory note.

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,

** or any other statute administered by the Farmers Home Administration (FmHA).

County(ies) of QUEEN ANNE'S:

PARCEL NO. 1

~~Add tract~~ farm or tract of land situate, lying and being in the Third Election District of Queen Anne's County in the State of Maryland on the left or East side of the State Road leading from Centreville to Wye Mills and adjoining the Richard T. Earle Farm, now, or formerly, owned by Mordecai M. Price and containing SEVENTEEN (17) ACRES of land, more or less; SAVE AND EXCEPT the following conveyances: (1) from Ethel De Coursey to the County Commissioners of Queen Anne's County by deed dated March 6, 1959, and recorded in Liber N. B. W. No. 5, folio 461; (2) from James DeCoursey and wife to the State Roads Commission of Maryland by deed dated December 27, 1943, and recorded in Liber A. S. G., Jr. No. 9, folio 86; (3) from James DeCoursey and wife to the State Roads Commission of Maryland by deed dated December 27, 1943, and recorded in Liber A. S. G., Jr. No. 9, folio 88; and (4) from James DeCoursey and wife to the State Road

Exhibit A LIBER 119 PAGE 39

Commission of Maryland [illegible] eed dated December 26, 196[illegible] recorded in Liber T. S. P. No 72, folio 55, conveying .022 Acre of land, more or less.

BEING the same farm or tract of land which was granted and conveyed unto the said R. Rodney Denny and Mattie W. Denny, his wife, the Mortgagors herein, by Ethel DeCoursey, Widow, by deed of conveyance bearing date April 25, 1968, and recorded in Liber C. W. C. No. 34, folio 411; SAVE AND EXCEPT the following conveyances from R. Rodney Denny and Mattie W. Denny, his wife, as follows: (1) to C & P Telephone Company of Maryland by deed dated November 22, 1968, and recorded in Liber C. W. C. No. 38, folio 498, conveying a .993 Acre parcel of land; (2) to Town Commissioners of Centreville dated December 17, 1973, and recorded in Liber C. W. C. No. 80, folio 94, conveying a 5.508 Acre parcel of land; (3) to Marion Wells Yewell and wife by deed dated May 10, 1974, and recorded in Liber C. W. C. No. 83, folio 783, conveying a 1.515 Acre parcel of land; and (4) to Robert L. Gallagher, Jr. and wife by deed dated January 17, 1979, and recorded in Liber M. W. M. No. 146, folio 28, conveying a 1.001 Acre parcel of land.

PARCEL NO. 2 ALL that parcel of land once known as the "Saul Coursey Lot" situate in the Third Election District on the left side of the public road leading from Centreville to Wye Mills and on the right side of the public road leading from the Wye Camp Ground to Queenstown being in an angle formed by the intersection of the aforesaid public roads, bounded on two sides by the aforesaid roads and on the remaining two sides by other lands now owned by R. Rodney Denny and Mattie W. Denny, his wife, and formerly of Saul Coursey, CONTAINING ONE-FOURTH (1/4) of an Acre of land, more or less. The lands herein described are presently bounded on the West by Maryland State Route No. 213; on the South by Grange Hall Road; and on the North and East by property of R. Rodney Denny and Mattie W. Denny, his wife.

BEING the same lot or parcel of land conveyed unto the said R. Rodney Denny and Mattie W. Denny, his wife, the Mortgagors herein, by Hiram B. Hammond by deed dated April 5, 1973, and recorded in Liber C. W. C. No. 73, folio 167; AND BEING ALSO the same lot or parcel of land in which the one-fourth undivided interest of Jessie N. Dodd was conveyed unto R. Rodney Denny and Mattie W. Denny, his wife, by deed of conveyance bearing date January 10, 1977, and recorded in Liber C. W. C. No. 115, folio 256.

All Libers above mentioned being land record books for Queen Anne's County, State of Maryland.

These parcels of land are subject to a first Deed of Trust from R. Rodney Denny and Mattie W. Denny, his wife, to Union Trust Company of Maryland, in the original principal amount of $18,500.00, dated February 1, 1977, and recorded in Liber C. W. C. No. 115, folio 259 of the aforesaid land records.

APR 18-79 * 27158 *****18.00
APR 18-79 A 27158 *****18.00

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 the recapture of any interest credit or subsidy which may be granted to the Borrowers 79

Witness the hand(s) and seal(s) of Borrower this 18th day of April, 19 ——.

* by the Government, pursuant to 42 USC 1490A.

TEST: (as to Mortgagors)

Virginia S. White
(s) Virginia S. White (Witness)

R. Rodney Denny
(s) R. Rodney Denny (SEAL)
R. Rodney Denny

Mattie W. Denny
(s) Mattie W. Denny (SEAL)
Mattie W. Denny

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S

ss: ACKNOWLEDGMENT AND AFFIDAVIT

I hereby certify that on this 18th day of April, 19 79, before me, a Notary Public of the State of Maryland, in and for the said County, personally appeared R. RODNEY DENNY and MATTIE W. DENNY, his wife, mortgagor(s), and acknowledged the aforegoing mortgage to be their act. At the same time also appeared EDWARD TURNER, Attorney, agent of the mortgagee, and made oath that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that the amount of the aforesaid loan has been paid over and disbursed to said mortgagor(s) at or before the time of execution of this mortgage, and also made oath that he is the agent of the mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) AFFIX SEAL HERE

Virginia S. White
(s) Virginia S. White, Notary Public.

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

Edward Turner
Edward Turner, Attorney

DOCUMENT NO. 97,603 LIBER 18 FOLIO 444 PAGE 44

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 R. RODNEY DENNY and MATTIE W. DENNY, his wife,

residing in Queen Anne's County, Maryland, whose post office address is Box 84, Wye Mills, Maryland 21679, 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:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
April 18, 1979	$24,300.00	8-1/2%	April 18, 1984

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

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign, and forever warrant unto the Government the following property situated in the State of Maryland,

County(ies) of QUEEN ANNE'S:

PARCEL NO. 1 ALL that farm or tract of land situate, lying and being in the Third Election District of Queen Anne's County in the State of Maryland on the left or East side of the State Road leading from Centreville to Wye Mills and adjoining the Richard T. Earle Farm, now, or formerly, owned by Mordecai M. Price andcontaining SEVENTEEN (17) ACRES of land, more or less; SAVE AND EXCEPT the following conveyances: (1) from Ethe DeCoursey to the County Commissioners of Queen Anne's County by deed dated March 6, 1959, and recorded in Liber N. B. W. No. 5, folio 461; (2) from James DeCoursey and wif to the State Roads Commission of Maryland by deed dated December 27, 1943, and recordec in Liber A. S. G., Jr. No. 9, folio 86; (3) from James DeCoursey and wife to the State Roads Commission of Maryland by deed dated December 27, 1943, and recorded in Liber

Exhibit B

A. S. G., Jr. No. 9, folio [illegible] and (4) from James DeCoursey [illegible] wife to the State Roads Commission of Maryland by deed dated December 26, 1962, and recorded in Liber T. S. P. No. 72, folio 55, conveying .022 Acre of land, more or less.

BEING the same farm or tract of land which was granted and conveyed unto the said R. Rodney Denny and Mattie W. Denny, his wife, the Mortgagors herein, by Ethel DeCoursey, Widow, by deed of conveyance bearing date April 25, 1968, and recorded in Liber C. W. C. No. 34, folio 411; SAVE AND EXCEPT the following conveyances from R. Rodney Denny and Mattie W. Denny, his wife, as follows: (1) to C & P Telephone Company of Maryland by deed dated November 22, 1968, and recorded in Liber C. W. C. No. 38, folio 498, conveying a .993 Acre parcel of land; (2) to Town Commissioners of Centreville dated December 17, 1973, and recorded in Liber C. W. C. No. 80, folio 94, conveying a 5.508 Acre parcel of land; (3) to Marion Wells Yewell and wife by deed dated May 10, 1974, and recorded in Liber C. W. C. No. 83, folio 783, conveying a 1.515 Acre parcel of land; and (4) to Robert L. Gallagher, Jr. and wife by deed dated January 17, 1979, and recorded in Liber M. W. M. No. 146, folio 28, conveying a 1.001 Acre parcel of land.

PARCEL NO. 2 ALL that parcel of land once known as the "Saul Coursey Lot" situate in the Third Election District on the left side of the public road leading from Centreville to Wye Mills and on the right side of the public road leading from the Wye Camp Ground to Queenstown being in an angle formed by the intersection of the aforesaid public roads, bounded on two sidesby the aforesaid roads and on the remaining two sides by other lands now owned by R. Rodney Denny and Mattie W. Denny, his wife, and formerly of Saul Coursey, CONTAINING ONE-FOURTH (1/4) of an Acre of land, more or less. The lands herein described are presently bounded on the West by Maryland State Route No. 213; on the South by Grange Hall Road; and on the North and East by property of R. Rodney Denny and Mattie W. Denny, his wife.

BEING the same lot or parcel of land conveyed unto the said R. Rodney Denny and Mattie W. Denny, his wife, the Mortgagors herein, by Hiram B. Hammond by deed dated April 5, 1973, and recorded in Liber C. W. C. No. 73, folio 167; AND BEING ALSO the same lot or parcel of land in which the one-fourth undivided interest of Jessie N. Dodd was conveyed unto R. Rodney Denny and Mattie W. Denny, his wife, by deed of conveyance bearing date January 10, 1977, and recorded in Liber C. W. C. No. 115, folio 256.

All Libers above mentioned being land record books for Queen Anne's County, State of Maryland.

These parcels of land are subject to a first Deed of Trust from R. Rodney Denny and Mattie W. Denny, his wife, to Union Trust Company of Maryland, in the original principal amount of $18,500.00, dated February 1, 1977, and recorded in Liber C. W. C. No. 115, folio 259 of the aforesaid land records.

SUBJECT ALSO to a second mortgage from these Mortgagors to the United States of America dated April 18, 1979, in the principal amount of $10,570.00, and recorded, or intended to be recorded, immediately preceding these presents, among the land records aforesaid.

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LIBER 19 PAGE 46

CLERK

1979 APR 18 PM 2:55

QUEEN ANNE'S COUNTY

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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 the recapture of any interest 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 18th day of April, 19 79.

TEST:
(as to Mortgagors)

Virginia S. White (Witness)

R. Rodney Denny (SEAL)
R. Rodney Denny

Mattie W. Denny (SEAL)
Mattie W. Denny

STATE OF MARYLAND

ss: ACKNOWLEDGMENT AND AFFIDAVIT

COUNTY OF QUEEN ANNE'S

I hereby certify that on this 18th day of April, 19 79, before me, a Notary Public of the State of Maryland, in and for the said County, personally appeared R. RODNEY DENNY and MATTIE W. DENNY, his wife, mortgagor(s), and acknowledged the aforegoing mortgage to be their act. At the same time also appeared EDWARD TURNER, Attorney, agent of the mortgagee, and made oath that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that the amount of the aforesaid loan has been paid over and disbursed to said mortgagor(s) at or before the time of execution of this mortgage, and also made oath that he is the agent of the mortgagee and authorized to make this affidavit.

Witness my Hand and Notarial Seal

(NOTARIAL SEAL)

Virginia S. White
Virginia S. White Notary Public.

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

Edward Turner
Edward Turner, Attorney

104765 18 PAGE 439

USDA-FmHA
Form FmHA 427-1 MD
(Rev. 8-30-78)

Position 5

REAL ESTATE MORTGAGE FOR MARYLAND

THIS MORTGAGE is made and entered into by R. RODNEY DENNY and MATTIE W. DENNY, his wife

residing in Queen Anne's County, Maryland, whose post office address is Box 84, Wye Mills, Maryland 21679, 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 follnws:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
February 5, 1981	$ 27,850.00	5%	February 5, 198.

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 hy 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 cunstitute an indemnity mortgage to secure the Government against lass 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:

PARCEL NO. 1: ALL that farm or tract of land situate, lying and being in the Third Election District of Queen Anne's County in the State of Maryland on the left or East side of the State Road leading from Centreville to Wye Mills and adjoining the Richard T. Earle Farm, now, or formerly, owned by Mordecai M. Price and containing SEVENTEEN (17) ACRES of land, more or less; SAVE AND EXCEPT the following conveyances: (1) from Ethel DeCoursey to the County Commissioners of Queen Anne's County by deed dated March 6, 1959, and recorded in Liber N. B. W. No. 5, folio 461; (2) from James DeCoursey and wife to the State Roads Commission of Maryland by deed dated December 27, 1943, and recorded in Liber A. S. G., Jr. No. 9, folio 86; (3) from James DeCoursey and wife to the State Roads Commission of Maryland by deed dated December 27, 1943, and recorded in Liber A. S. G., Jr. No. 9, folio 88; and (4) from James DeCoursey and wife to the State Roads Commission of Maryland by deed dated December 26, 1962, and recorded in Liber

Exhibit C LIBER 172 PAGE 339

T. S. P. No. 72, folio 55, conveying .022 Acre of land, more or less.

BEING the same farm or tract of land which was granted and conveyed unto the said R. Rodney Denny and Mattie W. Denny, his wife, the Mortgagors herein, by Ethel DeCoursey, Widow, by deed of conveyance bearing date April 25, 1968, and recorded in Liber C. W. C. No. 34, folio 411; SAVE AND EXCEPT the following conveyances from R. Rodney Denny and Mattie W. Denny, his wife, as follows: (1) to C & P Telephone Company of Maryland by deed dated November 22, 1968, and recorded in Liber C. W. C. No. 38, folio 498, conveying a .993 Acre parcel of land; (2) to Town Commissioners of Centreville dated December 17, 1973, and recorded in Liber C. W. C. No. 80, folio 94, conveying a 5.508 Acre parcel of land; (3) to Marion Wells Yewell and wife by deed dated May 10, 1974, and recorded in Liber C. W. C. No. 83, folio 783, conveying a 1.515 Acre parcel of land; (4) to Robert L. Gallagher, Jr. and wife by deed dated January 17, 1979, and recorded in Liber M. W. M. No. 146, folio 28, conveying a 1.001 Acre parcel of land; and (5) to George Harry Denny and Carol Denny, his wife, by deed dated June 5, 1980 and recorded February 3, 1981 in Liber M. W. M. No. 172, folio 250, conveying a 1.000 Acre parcel of land.

PARCEL NO. 2: ALL that parcel of land once known as the "Saul Coursey Lot" situate in the Third Election District on the left side of the public road leading from Centreville to Wye Mills and on the right side of the public road leading from the Wye Camp Ground to Queenstown being in an angle formed by the interesection of the aforesaid public roads, bounded on two sides by the aforesaid roads and on the remaining two sides by other lands now owned by R. Rodney Denny and Mattie W. Denny, his wife, and formerly of Saul Coursey, CONTAINING ONE-FOURTH(1/4) of an Acre of land, more or less. The lands herein described are presently bounded on the West by Maryland State Route 213; on the South by Grange Hall Road; and on the North and East by property of R. Rodney Denny and Mattie W. Denny, his wife.

BEING the same lot or parcel of land conveyed unto the said R. Rodney Denny and Mattie W. Denny, his wife, the Mortgagors herein, by Hiram B. Hammond by deed dated April 5, 1973, and recorded in Liber C. W. C. No. 75, folio 167; AND BEING ALSO the same lot or parcel of land in which the one-fourth undivided interest of Jessie N. Dodd was conveyed unto R. Rodney Denny and Mattie W. Denny, his wife, by deed of conveyance bearing date January 10, 1977, and recorded in Liber C. W. C. No. 115, folio 256.

SUBJECT to the following three mortgages from R. Rodney Denny and Mattie W. Denny, his wife: (1) Deed of Trust to Union Trust Company of Maryland, in the original principal amount of $18,500.00, dated February 1, 1977, and recorded in Liber C. W. C. No. 115, folio 259; (2) to the United States of America, acting through the Farmers Home Administration dated April 18, 1979 in the principal amount of $24,300.00 and recorded in Liber M. W. M. No. 149, folio 44; (3) to the United States of America, acting through the Farmers Home Administration, dated April 18, 1979 in the principal amount of $10,570.00 and recorded in Liber M. W. M. No. 149, folio 39.

ALL Libers above mentioned being Land Record Books for Queen Anne's County, State of Maryland.

RECEIVED
CLERK, CIRCUIT COURT
1991 FEB -5 PM 3 17
QUEEN ANNE'S COUNTY

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 Borrower's self, Borrower's 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 Borrower 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 Borrower's 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 Borrower 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 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 BORROWER DEFAULTS A NONJUDICIAL FORECLOSURE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND. THE BORROWER HEREBY WAIVES ANY RIGHTS BORROWER MAY HAVE TO ANY SUCH HEARING. NEVERTHELESS, THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR 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.

Witness the hand(s) and seal(s) of Borrower this 5th day of February, 19 81.

TEST: R.D. "THIS INSTRUMENT ALSO SECURES THE RECAPTURE OF ANY INTEREST
Mwe CREDIT OR SUBSIDY WHICH MAY BE GRANTED TO THE BORROWER BY
THE GOVERNMENT PURSUANT TO 42 USC 1490A".

Cynthia L Davis (Witness)

R. Rodney Denny (SEAL)
R. Rodney Denny

Mattie W. Denny (SEAL)
Mattie W. Denny

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S ss: ACKNOWLEDGMENT AND AFFIDAVIT

I HEREBY CERTIFY, that on this 5th day of February, 1981, before me, a Notary Public of the State of Maryland in and for the said County, personally appeared R. RODNEY DENNY and MATTIE W. DENNY, his wife, mortgagors, and acknowledged the aforegoing 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 TWENTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY DOLLARS ($27,850.00) 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.

WITNESS my hand and Notarial Seal.

QUEEN ANNE'S CO. NOTARY PUBLIC MD.

Cynthia L Davis
Notary Public
My commission expires July 1, 1982.

CCC:mfe:12/26/85

JOHN F. HALL, Sub. Tr.	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
ROLAND RODNEY DENNY et ux.	:	CIVIL NO. 85-00466

ORDER APPROVING CLAIM

The verified claim of Farmers Home Administration having been read and considered and it appearing that such claimant has an interest in the equity of redemption of the property which is the subject of this proceeding, it is this 26th day of December, 1985, by the Circuit Court for Queen Anne's County,

ORDERED, that after payment to the beneficiary of the Deed of Trust of its claim and expenses, so much of any surplus proceeds of the sale made herein as will satisfy the claim of Farmers Home Administration shall be paid over to said claimant; provided, however, that such claim shall be considered together with all other claims filed and approved in this Cause at the time when the Audit is prepared and that the surplus proceeds of sale shall be distributed equitably among all such claimants, subject to exception in accordance with Rule 2-543 (f).

Clayton C. Carlen
Judge

Distribution.
Original - Court File
Photocopies:
John W. Sause, Jr., Court Auditor
Farmers Home Administration
John F. Hall, Sub. Tr.

1985 DEC 26 PM 4:09
QUEEN ANNE'S COUNTY

LIBER 18 FOLIO 455
4 PAGE 36

Ætna LIFE & CASUALTY

INCREASE CERTIFICATE

THE ÆTNA CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06115

85-00466

Bond No. 98 S 100210648 BCA

Amount of Bond $ 15,000.00

Principal John F. Hall, Substitute Trustee

Hereby Increased to $ 98,500.00

Obligee State of Maryland

As of the 6th day of December, 19 85, the amount of the above described bond is increased from the sum of $ 15,000.00 to the sum of $ 98,500.00, but the liability of the Surety for any acts or defaults occurring before the effective date hereof shall in no event exceed the sum first named, and the aggregate liability for any and all acts and defaults, whenever committed, shall in no event exceed the sum last named, it being the intent hereof to preclude cumulative liability. This certificate, when signed by the Principal, shall become a part of the said bond.

Signed, sealed and dated this 26th day of December, 19 85.

THE ÆTNA CASUALTY AND SURETY COMPANY

THE ÆTNA CASUALTY AND SURETY COMPANY HARTFORD CONN.

By William D. Hinson, Attorney-in-Fact

I hereby consent to the above increase.

Witness my hand and seal this 2nd day of January, 1986.

John F Hall (Seal)
Principal

INSTRUCTIONS TO AGENTS – IMPORTANT

Do not deliver this certificate to the Obligee until it has been dated and signed by the Principal. One signed copy must be returned to the Surety.

1986 JAN -6 AM 11:22
QUEEN ANNE'S COUNTY

Surety Approved and Bond Filed

(F-304-F) 11-67

CAT. 133188
PRINTED IN U. S. A.

18 MD 456

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM No. 4, folio 36, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my same and affix the Seal of the Circuit Court for Queen Anne's County, this 7th day of February, 1986.

Marguerite W Mankin

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

18 457

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

December 30, 1985

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

Re: John F. Hall, Substitute Trustee v. Roland R. and Mattie W. Denny
CG 466

Dear Mrs. Mankin:

Once the order ratifying sale has been signed, I will ask that you record the following as part of the permanent chancery records:

(a)	Order to docket suit	9
(b)	Statement of Mortgage debt	1
(c)	Military Affidavit	1
(d)	Affidavit of mailing	4
(e)	Bond	2
(f)	Increased bond	2
(g)	Certification of publication of advertisement	2
(h)	Report of Sale	2
(i)	Purchaser's Affidavit (Hardesty)	1
(j)	Purchaser's Affidavit (Foxwell)	1
(k)	Notice of Sale	1
(l)	Certification of publication of notice	1
(m)	Order ratifying sale	1

This line

I have prepared a proposed Order ratifying sale which will be available to present to the Court on January 9, 1986. In the meantime, I ask that you calculate your recording costs so that I may see that they are paid promptly.

Thank you for your assistance.

Very truly yours,

John F. Hall

jc

RECEIVED
1986 JAN -6 AM 11:22
QUEEN ANNE'S COUNTY

Centreville, Md. 12/4 19 85

We Hereby Certify

That the annexed advertisement of

Substitute Trustees sale

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 4 successive weeks before the 4th day of Dec. 19 85 And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 13th day of Nov. 19 85, and the last insertion on the 4th day of Dec. 19 85

Publishers, Record Observer

Per Dorothy R. Nowak

Filed Jan. 9, 1986

Substitute Trustee's Sale

OF VALUABLE FEE SIMPLE
RESIDENTIAL PROPERTY NEAR WYE MILLS
QUEEN ANNE'S COUNTY, MARYLAND

By virtue of the power and authority contained in a certain deed of trust recorded in Liber C.W.C. No. 115, folio 259, et seq., Land Records of Queen Anne's County, dated February 1, 1977 from R. Rodney Denny and Mattie W. Denny, his wife, to Gordon DeGeorge, et al, Trustees, the undersigned having been substituted as Trustee by appointment dated October 28, 1985, and being recorded among the aforesaid Land Records, default having occurred in the terms, conditions and covenants of said mortgage, the undersigned Substitute Trustee, having obtained leave from the United States Bankruptcy Court for the District of Maryland by Order dated October 17, 1985, Motion No. M85-0796B, will sell at public auction on

Friday, Dec. 6, 1985
11:00 A.M.
on the premises

ALL those two separate parcels of land on the east side of Route 213, just north of the intersection of Route 213 and U.S. Route 50, near Wye Mills, one such parcel being improved by a residence as hereinafter described, but zoned commercial, and lying at the northeast corner of Route 213 and Starr-Grange Hall Road, containing approximately 2.78 acres of land, more or less, and the other being a vacant lot, zoned agricultural, lying some short distance north of the residential lot, containing approximately 4.128 acres.

The residential parcel is bounded on the north by the lands of Richard Potter and Centreville Electric Co., on the west by Route 213, on the east by the lands formerly of Nellie Price and by the C & P Microwave tower land, on the south by said microwave tower lands and Starr-Grange Hall Road.

The aforesaid 4.128 acres (more or less) vacant parcel is described in accordance with a survey made by William R. Nuttle, Reg. Surveyor in March 1985 as follows:

BEGINNING for the same on the east side of Route 213 at the northwest corner of the land occupied by Centreville Electric Company, and running with the east side of Route 213, (1) N 15° 39' 20" E 200 feet; thence (2) N 15° 34' 20" E 364.91 feet to the southwest corner of the lands of Robert Gallagher, Jr., thence, by and with the southern boundary of said Gallagher land, (3) S 77° 09' 30" E 233.66 feet to the lands now or formerly of Nellie Price; thence (4) with said Nellie Price land, S 01° 24' 40" E 582.18 feet to said Centreville Electric Company land, thence, with the northern boundary of said Centreville Electric Company land N 77° 09' 30" W 404.10 feet to the place of beginning.

The legal description of the property (the two parcels of which are not to be confused with the two parcels above described) is as follows:

PARCEL NO. 1: ALL that land and premises conveyed by J.H.C. Legg, Assignee, to James DeCoursey and Ethel DeCoursey, his wife, as tenants by the entireties, by deed dated March 31, 1936, recorded in Liber W.H.C. No. 2A, folio 511, Land Records of Queen Anne's County, Maryland, said land and premises being described in a deed as follows: ALL that farm or tract of land situate, lying and being in the Third Election District of Queen Anne's County in the State of Maryland on the left or East side of the State Road leading from Centreville to Wye Mills and adjoining the Richard T. Earle Farm formerly owned by Mordecai M. Price and containing seventeen (17) acres of land, more or less. SAVE AND EXCEPT the following parcels of land: (1) That property conveyed by Ethel DeCoursey to the County Commissioners of Queen Anne's County by deed dated March 6, 1959 and recorded in Liber N.B.W. No. 5, folio 461, a Land Record for Queen Anne's County, Maryland; (2) That parcel of land conveyed from James DeCoursey and wife to the State Roads Commission of Maryland by deed dated December 27, 1943 and recorded in Liber A.S.G. Jr. No. 9, folio 83; (3) That parcel of land conveyed from James DeCoursey and wife to the State Roads Commission of Maryland by deed dated December 27, 1943 and recorded in Liber A.S.G. Jr. No. 9, folio 88; (4) A parcel of land from James DeCoursey and wife to the State Roads Commission by deed dated December 26, 1972 and recorded in Liber T.S.P. No. 72, folio 55, conveying 0.022 acres of land, more or less; (5) A parcel of land from R. Rodney Denny and wife to C & P Telephone Company of Maryland by deed dated November 22, 1960 and recorded in Liber C.W.C. No. 38, folio 498, conveying a 0.993 acre parcel of land; (6) A parcel of land conveyed by R. Rodney Denny and wife to the Town Commissioners by deed recorded in Liber C.W.C. 80, folio 94, conveying a 5.508 acre parcel of land; (7) A parcel of land conveyed by R. Rodney Denny and wife to Marion W. Yonell by deed recorded in Liber C.W.C. No. 83, folio 783, conveying a 1.515 acre parcel of land; (8) A parcel of land conveyed by R. Rodney Denny and wife to Robert L. Gallagher, Jr. by deed dated January 17, 1979 and recorded at Liber C.W.C. No. 146, folio 28 conveying a 1.001 acre parcel of land; (9) A parcel of land conveyed by R. Rodney Denny and wife to George Harry Denny by deed dated February 3, 1981 and recorded at Liber C.W.C. No. 172, folio 250, conveying a 1.00 acre parcel of land.

PARCEL NO. 2: ALL that parcel of land once known as the "Saul Coursey Lot" situate in the Third Election District on the left side of the public road leading from Centreville to Wye Mills and on the right side of the public road leading from the Wye Camp Ground to Queenstown being in an angle formed by the intersection of the aforesaid public roads, bounded on two sides by the aforesaid roads and on the remaining two sides by other lands now owned by R. Rodney Denny and Mattie W. Denny, his wife, as tenants by the entireties and formerly of Saul Coursey, containing one-fourth (¼) of an acre of land, more or less, being the same land described in a deed from Hiram B. Hammond to R. Rodney Denny and Mattie W. Denny, dated April 5, 1973 and recorded in Liber C.W.C. No. 73, folio 167, a Land Record for Queen Anne's County, Maryland. It also being the same land described as Parcel Two (2) thereof which was conveyed to William E. Hammond and Hiram B. Hammond as tenants in common dated March 13, 1952 and recorded among the Land Records of said Queen Anne's County in Liber T.S.P. No. 4, folio 238, and which was set over to Hiram B. Hammond and Florence E. Hammond by order of the Orphans' Court of Queen Anne's County as to an undivided one-half interest upon the death of William E. Hammond, dated November 3, 1960, in Docket No. 3415; and the said Florence B. Hammond died and departed this life, testate on January 20, 1964, said decedent's Will being recorded in Liber E.C.W. No. 2, folio 8, a Will Record for Queen Anne's County, Maryland, which provides that the real, personal and mixed property passed to her brother, Hiram B. Hammond, for and during the term of his natural life, and then said property to Jessie N. Dodd of Sussex County absolutely and in fee simple. SAVE AND EXCEPT from the aforegoing, however, such part thereof, if any, that was granted or conveyed by Hiram B. Hammond unto the State Roads Commission of Maryland as described and provided for in the State Roads Commission of Maryland Plats number 27224, 27225, 27226 and 27227 which are recorded among the Land Records of Queen Anne's County under Contract Number Q 400-1-220 and known as Route 213. Said Parcel No. 2 is bounded on the west by said Route 213; on the South by Grange Hall Road and the property of R. Rodney Denny and Mattie W. Denny, his wife, (Parcel No. 1 hereinabove described) on the North and East. IT BEING THE SAME LAND described in a deed from Jessie N. Dodd to R. Rodney Denny and wife, dated January 10, 1977.

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

TERMS OF SALE. The Substitute Trustee will first offer the above described 4.128 acres (more or less) parcel for sale, and thereafter make a separate offering of the residence. Purchasers should initially assemble at the vacant land.

A cash deposit or certified check of Five Thousand ($5,000.00) Dollars shall be paid at the time of sale, balance in cash at settlement which shall be fifteen days after final ratification of sale by the Circuit Court for Queen Anne's County unless said period is extended by Substitute Trustee for good cause, time being of the essence. Interest at the rate of Nine (9%) percent per annum shall be paid on the unpaid purchase price from date of sale to date of settlement. Taxes and all other public charges on an annual basis will be adjusted to date of sale and assumed thereafter by the purchaser. Cost of recording taxes, transfer taxes and all other charges incident to the recording of the deed to the purchaser shall be borne by purchaser. In the event of default, the property will be sold at the risk and cost of the defaulting purchaser or purchasers.

Property is sold "as is". Purchasers are warned to make their own investigation of the information provided above, the same being provided without intending that the same will be construed as a warranty or representation.

John F. Hall, Assignee
A. Curtis Andrew, Auctioneer
RR-11-13-21-012

18 459

Centreville, Md. 1/1 19 86

We Hereby Certify

That the annexed advertisement of

Ratification of 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 18th day of Jan. 19 86. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 18th day of Dec. 19 85, and the last insertion on the 1st day of Jan. 19 86.

Publishers, Record Observer

Per Dorothy M. Monroe

Filed Jan. 9, 1986

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
JOHN F. HALL, Substitute Trustee
vs.
ROLAND ROONEY DENNY and
MATTIE W. DENNY, his wife
Civil No. 85-00466

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 10th day of December, 1985, that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin, Clerk
TRUE COPY, TEST:
Marguerite W. Mankin, Clerk
BY: Betty M. Comegys, Deputy Clerk

Filed: December 10, 1985
RB 12 18 3t 022

18 MD 466

JOHN F. HALL,
Substitute Trustee

Plaintiff

vs.

ROLAND RODNEY DENNY and
MATTIE W. DENNY, his wife

Defendants

* CIRCUIT COURT

* FOR QUEEN ANNE'S COUNTY

* CIVIL NO. 466

* *

FINAL RATIFICATION OF SALE
AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Order of this Court, it is

ORDERED, the the Circuit Court for Queen Anne's County, this 10th day of January, 1986, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.

2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.

3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.

4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.

Clayton C. Carter

Judge

RECEIVED
CLERK'S OFFICE CIRCUIT COURT
1986 JAN 10 PM 3:02
QUEEN ANNE'S COUNTY

18 MB 461

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JOHN F. HALL Substitute Trustee	:	
V.	:	Civil #85-00466
ROLAND RODNEY DENNY, et al.	:	

: : : : :

SPECIAL REPORT OF AUDITOR

1. In accordance with the Order of January 10, 1986, the Auditor has reviewed the vouchers and other papers submitted by the Fiduciary in this proceeding. As a preliminary matter, it appears that the total amount received by the Fiduciary, exclusive of any interest which may have accrued on or after January 1, 1986, is $101,109.96. Roughly speaking, expenses are approximately $8,500, leaving approximately $92,609.96 for distribution. The debtor, Union Trust Company of Maryland, is owed approximately $12,000, leaving a surplus of approximately $80,609.96.

2. On December 26, 1985, the Court directed that Farmers Home Administration should be paid "so much of any surplus proceeds of the sale as will satisfy [its] claim" under 3 mortgages filed in this action on December 20, 1985. Since that time, the Auditor has obtained a more formal statement of claim from the Farmers Home Administration, indicating that as of January 10, 1986, that agency was owed a total of $35,238.81, as will more fully appear by reference to an Affidavit dated February 19, 1986, and attached as part of this Special Report.

3. From the papers submitted by the Fiduciary, it also appears that the Debtors had filed a bankruptcy proceeding and that the sale made in this action was pursuant to an Order lifting the stay afforded by 11 U.S.C. 362. The Auditor has since obtained a copy of that Order, dated August 17, 1985, and is attached as part of this Special Report.

4. The Auditor is uncertain as to the manner in which he should comply with this Court's Order of December 26, 1985, in that the Order of the United States District Court would not seem to authorize a distribution to Farmers Home Administration.

18 MH 402

5. In addition, after payment of the expenses, the debt of Union Trust Company of Maryland and the claim of Farmers Home Administration, there will be a surplus in this proceeding of approximately $45,371.15. The proceedings do not reflect the person(s) to whom such surplus should be distributed.

6. The Auditor asks that this Court provide further instructions with regard to the distribution of the surplus proceeds of sale.

John W. Sause, Jr.
Auditor

FILED
CLERK OF THE CIRCUIT COURT
1986 FEB 27 PM 3:0
QUEEN ANNE'S COUNTY

ORDER

The foregoing Special Report having been read and considered and it appearing that neither the Court nor the Auditor can properly determine the manner in which the surplus proceeds of sale should be distributed, it is this 27th day of February, 1986, by the Circuit Court for Queen Anne's County,

ORDERED as follows:

1. Farmers Home Administration shall show cause on or before the 31st day of March, 1986, why it is entitled to participate in the surplus proceeds of sale in the absence of a proper Order of the United States District Court.

2. The Debtors shall show cause on or before the 31st day of March, 1986, why any portion of the surplus proceeds of sale should be distributed to them.

3. Leave is hereby granted to a Trustee or other person appointed by the United States District Court to intervene in this action and show cause why the surplus proceeds of sale should be paid to the Bankruptcy Estate.

4. The Clerk shall send copies of the Special Report and this Order to the Fiduciary, Farmers Home Administration, the Debtors, and the Honorable James F. Schneider, Bankruptcy Judge of the United States District Court.

Dayton C. Carter
JUDGE

18 463

United States Department of Agriculture

Farmers Home Administration

Post Office Building-Room 124
Centreville, MD 21617
758-2230

Mr. John W. Sause
P. O. Drawer 70
Centreville, MD 21617

February 19, 1986

RE: R. Rodney Denny

Dear Mr. Sause:

The following information is provided for your use as per our telephone conversation today:

Loan Number	Principal	Interest as of 1-10-86	Daily Accural	Date of Last Pay	Interest Rate
29-01	$ 4,284.46	$1,182.34	.9978	10-12-82	8.5000
41-03	$ 8,129.92	$1,303.68	1.1137	10-12-82	5.0000
43-06	$18,947.22	$1,391.19	2.5955	07-23-84	5.0000

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

Sincerely,

Carl D. Stump

CARL D. STUMP
County Supervisor

CDS/plm

FmHA Farmers Home Administration is an Equal Opportunity Lender. Complaints of discrimination should be sent to: Secretary of Agriculture, Washington, D.C. 20250

18 AG 464

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF MARYLAND

IN RE	*	
ROLAND RODNEY DENNY	*	Case No. 84 BK 1711
MATTIE W. KENNY	*	
Debtors	*	

* *

UNION TRUST COMPANY OF MARYLAND	*	
Movants	*	
vs.	*	
ROLAND RODNEY DENNY	*	Motion No. M85-0796B

* *

ORDER TERMINATING STAY

Upon consideration of the Motion of Union Trust Company of Maryland for relief from automatic stay, no response to said Motion having been made by the respondents, although the time for making response has elapsed, and it appearing that Union Trust Company of Maryland has a valid security interest in certain real estate described in Debtors' deed of trust for the benefit of the moving party, that the debtors have no have no equity therein.

1 The stay afforded by 11 U.S.C. Sec. 362 is hereby lifted so as to permit Union Trust Company of Maryland to enforce its security interest in

the real estate described in a certain deed of trust dated February 1, 1977 from R. Rodney Denny and Mattie W. Denny to Gordon DeGeorge and Richard M. Thomas, for the benefit of Union Trust Company of Maryland, recorded at Liber C.W.C. No. 115, pages 259 through 264, Land Records of Queen Anne's County, Maryland, and;

2. The dettor is directed to surrender possession of the said real estate, which should then be sold in the manner set forth in said deed of trust, and in conformity with the Maryland Rules of Procedure.

Oct. 17, 1985 James F. Schneider
Judge

18 AG 466

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JOHN F. HALL
SUBSTITUTE TRUSTEE *

V. * Case No. 85-00466

ROLAND R. DENNY, ET.AL *

* * * * * * * * *

UNITED STATE'S BANKRUPTCY TRUSTEE'S
RESPONSE TO SHOW CAUSE ORDER

NOW COMES, Michael G. Rinn, Bankruptcy Trustee of the Bankruptcy estate of Roland R. Denny and Mattie W.Denny and in response to the Order of this Court dated the 27th day of February, 1986 respectfully represents:

1. Your undersigned was duly appointed trustee of the Bankruptcy estate of the above named Defendants, subsequent to the filing of their Petiton with the United States Bankruptcy Court for the District of Maryland captioned IN RE: ROLAND R. DENNY AND MATTIE W. DENNY, CASE NO. 84-BX-1711, has qualified and continues to act in that capacity under the authority of the Order of the United States Bankruptcy Court for the District of Maryland.

2. That pursuant to an Order entered in the abcve captioned Bankruptcy Proceedings, and under the provisions of of 11 U.S.C. 541(a)(6)and 28 U.S.C. 1344(d) the Bankruptcy estate subject to the exclusive jurisdiction of the United States Bankruptcy Court for the District of Maryland consists inter alia of,

> " Proceeds, product, offspring, rents or profits of or from property of the estate, except such as are earnings from services performed by an individual debtor after the commencement of the case. " 11 U.S.C. 541(a)(6).

3. That the surplus funds under consideration in this proceeding, in the approximate amount of $80,609.96 resulted directly from the sale of real property of the above-captioned bankruptcy estate pursuant to an Order of the United States Bankruptcy Court for the District of Maryland entered on or about August 17, 1985. As such said surplus constitutes "proceeds" of property of the estate within the purview of 11 U.S.C. 541(a)(6).

1986 MAR 17 AM 10: 27
QUEEN ANNE'S COUNTY

4. And that said surplus, as property of the Bankruptcy estate of the above-captioned defendants is exclusively within the jurisdiction of the United States Bankruptcy Court for the District fo Maryland, for distribution to the holders of any secured, administrative, priority or claims of any type in accordance with the statutory scheme of distribution contained within the provisions of the United States Bankruptcy Code.

5. And Further That, the above - captioned defendants, as debtors within the jurisdiction of the United States Bankruptcy Court for the District of Maryland have commenced a contested proceeding in the Bankruptcy Court for a determination of the status of certain asserted liens which may impact the ultimate distribution of the proceeds of this proceeding.

WHEREFORE, it is respectfully requested that that in light of the exclusive jurisdiction of the United States Bankruptcy Court over the surplus proceeds held in these proceedings that an order be entered:

1. Directing and ordering John W. Sause, Jr. Special Auditor in these proceedings to forthwith pay over the surplus proceeds of sale held by him to "The Bankruptcy Estate of Roland R. Denny and Mattie W. Denny c/o Michael G. Rinn, Bankruptcy Trustee" for administration and distribution pursuant to such orders as may be entered by the United States Bankruptcy Court for the District fo Maryland, and;

2. For such other and further relief as may be required in these proceedings.

Michael G. Rinn, Esq.
Suite 900
The Brokerage
34 Market Place
Baltimore, MD 21202
539-6339/252-6848

CERTIFICATE OF SERVICE

I herby certify that copy of the aforegoing response to show cause order was mailed postage pre-paid the 7 day of March, 1986 to Richard R. Cooper, Esq. 103 Court Street, Chestertown Md 21620, counsel for Defendants, John F.Hall,Esq. 11 S. Washington St, P.O. Box 1211, Easton, MD 21601, Substitute Trustee in Foreclosure.

Michael G. Rinn, Esq.
Suite 900
The Brokerage
34 Market Place
Baltimore, MD 21202
539-6339/252-6848

CCC:mfe:4/11/86

JOHN F. HALL, Substitute Trustee Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
ROLAND RODNEY DENNY and MATTIE W. DENNY, his wife Defendants	:	CIVIL NO. 85-00466

ORDER OF COURT

The Farmers Home Administration having failed to show cause on or before the 31st day of March, 1986 why it is entitled to participate in the surplus proceeds of sale in this action and Michael G. Rinn, Trustee of the Bankruptcy Estate of Roland R. Denny and Mattie W. Denny, by virtue of the appointment of the U. S. Bankruptcy Court for the District of Maryland, having shown that the surplus proceeds are property of the Bankruptcy Estate by virtue of the provisions of 11 U.S.C. § 541 (a) (6), it is

ORDERED, this 14th day of April, 1986, by the Court, as follows:

1. That the Order of this Court dated December 26, 1985 is hereby set aside in light of the stay afforded by 11 U.S.C. § 362.

2. That the Court Auditor is directed to state a final account of the proceeds of sale in this action in which the surplus proceeds, after payment to the Union Trust Company of Maryland of its claim and expenses, shall be paid over to Michael G. Rinn,

18 4-24

Trustee of the Bankruptcy Estate of Roland R. Denny and Mattie W. Denny, subject to the applicable provisions of Rule 2-543.

Clayton C. Carter
Judge

Distribution:
Original - Court File
True copies:
John W. Sause, Jr., Court Auditor
Richard R. Cooper, Esq.
John F. Hall, Substitute Trustee
Farmers Home Administration
Mr. & Mrs. Roland R. Denny

1986 APR 14 AM 9:25
QUEEN ANNE'S COUNTY

18 MG 471

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JOHN F. HALL :
Substitute Trustee :

v. : Civil #85-00466

ROLAND RODNEY DENNY, et al. :

: : : : :

REQUEST FOR ADDITIONAL COMPENSATION

The above-entitled cause having been referred to the Auditor in accordance with Maryland Rule 2-543, 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 fiduciaries to verify computations with respect to settlement for 2 separate tracts; to obtain required information concerning settlement and certain ambiguities in the Suggested Account; to obtain information relating to the specific amount of the claim filed by Farmers Home Administration; and to file a Special Report concerning matters which came to his attention during a review of the proceedings.

The services here mentioned involved 2½ hours in addition to the time customarily required.

John W. Sause, Jr.
Auditor

ORDER

The foregoing Request having been read and considered, and it appearing that the Auditor has performed duties other than the customary and usual duties performed in an audit, it is this 14th day of April, 1986, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of $ 225.00, 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

18 MG 472

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JOHN F. HALL
Substitute Trustee :

v. : Civil #85-00466

ROLAND RODNEY DENNY, et al. :

: : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported			
Vacant lot	$ 13,500.00		
Residence	85,000.00	$ 98,500.00	
Interest on $ 8,500.00 @ 9% from 12/06/85 to 01/23/86 48 days @ $2.0959 per day		100.60	
Interest on $ 80,000.00 @ 9% from 12/06/85 to 01/28/86 53 days @ $19.726 per day		1,045.48	
Real property taxes $762.89 from 12/06/85 TO 06/30/86 206 days @ $ 2.0901		430.56	
INTEREST on deposit, to 12/31/85		33.32	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 100,109.96
COMMISSIONS, to Fiduciary (5%)		$ 4,925.00-	
EXPENSES OF SALE			
Court costs	$ 227.00-		
Advertising			
Notices of sale			
Record-Observer	891.52-		
Star Democrat	37.35-		
Report of sale	83.58-		
Bond premium	391.00-		
Auctioneer's fee	200.00-		
Property taxes			
1984-85	829.54-		
1985-86	785.78-		
Certified mail	2.92-	3,448.69-	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 225.00-		
Postage & copies	3.61-	228.61-	8,602.30-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 91,507.66

1986 APR 14 PM 2:40
QUEEN ANNE'S COUNTY

AUDITOR'S ACCOUNT Civil #85-00466 Page 2

AVAILABLE FOR DISTRIBUTION, as above		$ 91,507.66
INDEBTEDNESS DUE UNDER DEED OF TRUST		
Per Statement of Debt		
Principal	$ 9,249.95-	
Interest to 12/01/85 (Note A)		
1 year @ 9%	832.50-	
123 days @ 2.31	284.13-	
Late charges, as adjusted in Suggested Account	101.91-	
Attorney fee (Note B)	1,383.87-	
Interest on principal @ 9% 12/01/85 to 01/24/86		
55 days @ $2.31	127.05-	
PROCEEDS to be distributed to Union Trust Company of Maryland		11,979.41-
SURPLUS to be distributed to Michael R. Rinn, Trustee of the Bankruptcy Estate of Roland R. Denny and Mattie W. Denny, per Order of April 11, 1986, with a due proportion of interest as same has been or may be received by Trustee		$ 79,528.25

Note A: The statement of claim seeks interest of "488 days at $2.31 per day" from August 1, 1984, through December 1, 1985. The per diem rate, based on a 360-day year as permitted by §12-104 of the Commercial Law Article, is only proper when used "For a period of less than one year." Interest has been adjusted accordingly.

Note B: An attorney fee and expenses of $1,383.87 were allowed by the U.S. Bankruptcy Court in a proceeding involving the Debtors (Case 84-BX-1711). The Fiduciary cites Walker v. Haywood, 65 Md.App. 1, 17, for the proposition that such items "having been allowed by the bankruptcy court are not subject to the modification of the circuit court . . . ." The Walker case goes on to make it clear that this holding depends upon the circumstances of the case, principally whether the indebtedness is covered by the security instrument. The Fiduciary points to the last sentence of the paragraph numbered "18" in the subject Deed of Trust. It does not seem to me that this is applicable; but as the bankruptcy proceedings are specifically covered by paragraph 7, the claim is allowed in accordance with the cited authority. No interest is claimed on the attorney fee (cf. 65 Md.App. at 19-20).

N O T I C E

The attached Account was filed on April 14, 1986. 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 Civil Action #466. 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 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 persons on April 14, 1986:

John F. Hall, Esquire
11 South Washington Avenue
Post Office Box 1211
Easton, Maryland 21601

Richard R. Cooper, Esquire
Attorney for Roland Rodney Denny
and Mattie W. Denny
106 Spring Street
Chestertown, Maryland 21620

Farmers Home Administration
Post Office Building - Room 124
Centreville, Maryland 21617

Michael G. Rinn, Esquire
Suite 3701
222 St. Paul Place
Baltimore, Maryland 21202

John W. Sause, Jr.
Auditor

18 MDJ 475

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JOHN F. HALL
Substitute Trustee

v. Civil #85-00466

ROLAND RODNEY DENNY, et al.

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate 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 28th day of April, 1986,

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 as same has been or may be received.

Clayton C. Carter
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1986 APR 28 PM 3:07
QUEEN ANNE'S COUNTY

18 AS 476

ROBERT R. PRICE, JR. and ROBERT R. PRICE, III 103 Lawyers Row Centreville, Maryland 21617 Trustees	*	IN THE CIRCUIT COURT
vs.	*	FOR QUEEN ANNE'S COUNTY
CHURCH HILL VILLAGE LIMITED PARTNERSHIP c/o Dennis A. Laskin 8240 Professional Place Landover, Maryland 20785	*	CIVIL CAUSE NO. 85-00470

* * * * * *

CIVIL 470#
*CIV FEES 70.00
CHECK/MO 70.00
#074810 C001 R01 T16:28
10/31/85

ORDER TO DOCKET SUIT

TO MARGARET W. MANKIN, CLERK OF COURT

You will please docket suit as per the above titling for foreclosure of the Deed of Trust from Church Hill Village Limited Partnership to Robert R. Price, Jr. and Robert R. Price, III, Trustees for Minnie S. Cronshaw, dated July 23, 1984 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 224, folio 764, in which the undersigned trustees are designated to exercise the power of sale in the event of default; default having occurred in the terms thereof by reason of the non payment when due of principal and interest; and you will file in said suit the original of said Deed of Trust as well as the accompanying non military affidavit and statement of indebtedness.

Robert R. Price, Jr.

Robert R. Price, III

Trustees
103 Lawyers Row
Centreville, Maryland 21617
758-1660

NON-MILITARY AFFIDAVIT

Non-Military Affidavit not required as Defendant is not an individual.

LAW OFFICES
ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

RECEIVED
CLERK, CIRCUIT COURT
1985 OCT 31 PM 3:36
QUEEN ANNE'S COUNTY

LIBER 222 FOLIO 764 18 PAGE 477

DOCUMENT NO. 720,302

This Deed

NOV 21-84 A 22111 ***
NOV 21-84 A 22111 ***

Made this 23rd *day of* July , 19 84 , *by and between*

CHURCH HILL VILLAGE LIMITED PARTNERSHIP, a Maryland limited partnership,
Party of the first part, and

ROBERT R. PRICE, JR. and ROBERT R. PRICE, III
Trustee(s), as Joint Tenants, as hereinafter set forth, party of the second part:

Whereas, *the party of the first part is justly indebted unto* MINNIE S. CRONSHAW

in the principal sum of ---THIRTY THOUSAND AND NO/100---------- *Dollars,* ($ 30,000.00), *with interest from date at the rate of* TEN *per centum (* 10 *%) per annum on the unpaid balance until paid, for which amount the said party of the first part has signed and delivered a certain promissory note bearing even date herewith.*

It is understood and agreed that the principal and accrued interest as aforesaid, if not sooner paid, shall be due and payable in full nine (9) months from the date hereof.

It is stipulated and warranted that this loan is for business and commercial purposes and represents deferred purchase money.

RECEIVED
CLERK, CIRCUIT COURT
1984 NOV 21 PM 3:40
QUEEN ANNE'S COUNTY

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

Now, Therefore, This Indenture Witnessed, *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, situate in the County of* Queen Anne's , *State of Maryland, known and distinguished as*

ACCORDING TO "SCHEDULE A" WHICH IS ATTACHED AND MADE A PART HEREOF

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.

In and Upon the Trusts, Nevertheless, *hereinafter declared; that is to say: IN TRUST to permit the 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* their or its *sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or in the performance of any of the covenants as hereinafter provided.*

And *upon the full payment of all the said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other costs, charges, commissions, half commission, and expenses, at any time before the sale hereinafter provided for to release and reconvey unto and at the cost to the said party of the first part, his heirs and assigns, the said described premises upon payment to the Trustees, or Trustee acting, the sum of* $ 15.50 *for each and every release or reconveyance executed by them.*

And Upon This Further Trust, *upon any default being 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, prior encumbrances or liens, taxes, special assessments, 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, prior encumbrance or lien, 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 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 five per centum (5%) 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 maturity*

[illegible] 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, its heirs, executors, administrators, or assigns upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possesion of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

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.

2. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

3. 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.

4. 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.

5. The irrevocable power to appoint a substitute trustee or trustees is hereby expressly granted to the "Beneficiary," its successors and assigns, to be exercised at any time hereafter without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded a deed of appointment. The party of the first part and the Trustee herein named, or that hereafter may be substituted hereunder, expressly waives notice of the exercise of this power and the giving of bond by any Trustee, as well as any requirement for application to any court for the removal, appointment or substitution of any Trustee hereunder.

6. 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 (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

7. 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 full legal interest.

8. 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, succesors, 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:

CHURCH HILL VILLAGE LIMITED PARTNERSHIP [SEAL]

by ..... [SEAL]
Dennis A. Laskin, General Partner

..... [SEAL]

..... [SEAL]

18 PAGE 480

STATE OF MARYLAND

COUNTY OF PRINCE GEORGE'S

On this 23rd day of July 19 84, before me,

Diane M. Donnelly the subscriber, personally appeared

DENNIS A. LASKIN ~~xxxx~~

known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Diane M. Donnelly
Notary Public

My commission expires on the day of

DIANE M. DONNELLY
Notary Public
My Commission Expires July 1, 1986

STATE OF MARYLAND
COUNTY OF PRINCE GEORGES, ss:

On this 23rd day of July 19 84., before me,

Diane M. Donnelly the undersigned officer, personally appeared

MINNIE S. CRONSHAW known to me to be ~~the~~

~~of~~ the party secured on the hereinbefore described Deed of Trust, and made oath in due form of law, that the consideration mentioned in the above Deed of Trust is true and bona fide as therein set forth; and also that he is the ~~Agent of said~~ Party Secured, and is authorized to make this affidavit.

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

Diane M. Donnelly
Notary Public

My commission expires on the DIANE M. DONNELLY A.D., 19

Notary Public
My Commission Expires July 1, 1986

RECEIVED FOR TRANSFER
This Day of 19
Clerk
Supervisor of Assessments
Queen Anne's County

Deed of Trust

MARYLAND

CHURCH HILL VILLAGE

LIMITED PARTNERSHIP

TO

ROBERT R. PRICE, JR.

ROBERT R. PRICE, III

Trustees

Received for Record on the day of , A.D. 19 , at o'clock M., and recorded in Liber No. at Folio , one of the Land Records for County, State of Maryland.

Clerk.

MAIL TO:

Ms. Minnie S. Cronshaw

Route 1, Box 2

Church Hill, MD 21623

For Value Received, (I) (We) the undersigned Trustee(s) hereby release the within Deed of Trust. Witness (my) (our) hand(s) and seal(s), this day of , A.D. 19.....

Witness:

[SEAL]

[SEAL]

[SEAL]

[SEAL]

McCRONE

J.R. McCrone, Jr., Inc.
Engineers • Land Planners • Land Surveyors

REPLY TO: 115 Lawyers Row
Centreville, Maryland 21617

SCHEDULE A

7-07-4-00513
DESCRIPTION OF 1.565 ACRES OF LAND, MORE OR LESS,
IN THE TOWN OF CHURCH HILL, SECOND DISTRICT
QUEEN ANNE'S COUNTY, MARYLAND

BEGINNING FOR THE SAME at an iron pipe set at the intersection of the division line between the lands of Barclay H. Bloomgarden, Jr., (see M.W.M. 193/599) and the lands of Minnie S. Cronshaw (see M.W.M. 162/795) of which the herein described parcel is a part with the southernmost side of Maryland Route 300 a sixty (60) foot wide right-of-way;

THENCE leaving said beginning point so fixed and binding on the aforesaid division South 03°46'20" East 299.84 feet to an iron pipe found;

THENCE leaving the Bloomgarden lands and binding on the division line between the lands of William F. Hollingsworth, Jr., (see M.W.M. 158/716) South 86°13'40" West 220.43 feet to an iron pipe set;

THENCE leaving said point and binding on the division line between the aforesaid Hollingsworth lands and the lands of Alice E. Griffin (see T.S.P. 72/405) North 23°52'35" East 119.76 feet to an iron pipe set, passing in transit an iron pipe found 118.49 feet from the beginning thereof;

THENCE leaving said point and binding on the northernmost outline of the aforesaid Griffin lands North 67°17'16" West 208.92 feet to an iron pipe set on the easternmost side of Maryland Route 19 (being Old U. S. Route 213) a fifty (50) foot wide right-of-way;

THENCE leaving the aforesaid Griffin lands and binding on the easternmost side of the aforesaid Maryland Route 19, North 25°40'58" East 53.07 feet to an iron pipe set;

THENCE leaving said point and binding on the division line between the lands of Roland Karbaum (see M.W.M. 214/98 and M.W.M. 214/101) and the herein described lands, South 65°41'23" East 107.15 feet to an iron pipe set;

THENCE leaving said iron pipe and binding on the division line between the aforesaid Karbaum lands and the herein described lands North 17°41'40" East 112.62 feet to an iron pipe set on the southernmost side of the aforementioned Maryland Route 300;

THENCE leaving the aforementioned Karbaum lands and binding on the southernmost side of the aforesaid Maryland Route 300, North 86°13'40" East 190.00 feet to the place of beginning. Containing in all 1.565 acres of land, more or less, as surveyed by McCrone, Inc., Registered Professional Engineers and Land Surveyors in April 1984.

BEING or intended to be part of Parcel No. 2 of that conveyance from Minnie S. Cronshaw, Personal Refpresentative of the Estate of William H. Cronshaw to Minnie S. Cronshaw by a deed dated March 25, 1980 and recorded among the Land Record Books of Queen Anne's County, Maryland in Liber M.W.M. 162, folio 695.

18 483

ROBERT R. PRICE, JR. and ROBERT R. PRICE, III 103 Lawyers Row Centreville, Maryland 21617 Trustees	*	IN THE CIRCUIT COURT
vs.	*	FOR QUEEN ANNE'S COUNTY
CHURCH HILL VILLAGE LIMITED PARTNERSHIP c/o Dennis A. Laskin 8240 Professional Place Landover, Maryland 20785	*	CIVIL CAUSE NO. 85-00470

* * * * * * * *

STATEMENT OF MORTGAGE DEBT

Principal due	$20,000.00
Interest from July 23, 1984 to May 16, 1985 @ 10% on $30,000.00	2,488.33
Interest from May 16, 1985 on $20,000.00 @ 13% to October , 1985	954.08
Balance Due	$23,442.31 *

* Plus interest per diem of $7.12 from October 1, 1985

Robert R. Price, Jr.

Robert R. Price, Jr., Trustee

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

I HEREBY CERTIFY, that on this 31st day of Oct., 1985, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared, Robert R. Price, Jr., one of the Plaintiffs in the above entitled cause, and mdade oath that the foregoing is a true statement of the mortgage debt under the mortgage filed in the cause now remaining due and unpaid.

Nancy F. Collier

Notary Public

My Commission Expires: 7/1/86

CLERK'S OFFICE
1985 OCT 31 PM 3:36
QUEEN ANNE'S COUNTY

LAW OFFICES
ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758 1880

18 PAGE 484

LIBER 4 PAGE 6

Civil Cause
No 85-00470

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

KNOW ALL MEN BY THESE PRESENTS, That we Robert R. Price, Jr., Robert R. Price, III Trustees of Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty 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-four Thousand ----------Dollars ($ 24,000.00), current money, to be paid to the State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors, and assigns, in the whole and for the whole, jointly and severally, firmly by these presents. Sealed with our seals and dated this 18th day of November, 1985.

Whereas Robert R. Price, Jr. and Robert R. Price, III, Trustees named in a deed of trust from Church Hill Village Limited Partnership, dated July 23, 1984, recorded in Liber M.W.M. No. 224, folio 764 of the Land Records of Queen Anne's County have filed foreclosure proceedings in the Circuit Court for Queen Anne's County, Civil Cause No. 85-00470, defulat having occured in the terms of said Deed of Trust.

NOW THE CONDITION of the above obligation is such that if the above bonded Robert R. Price, Jr./Robert R. Price, III does and shall well, truly and faithfully perform the trusts reposed in him by the aforesaid deed of trust in Civil Cause No.85-00470 and shall abide by and fulfill any order or decree which shall be made by any Court ~~xxxxxxxx~~ in the premises, then the above

Surety approved and bond filed 11/22/85

LAW OFFICES
RICE & FOSTER

CERTIFIED COPY OF
POWER OF ATTORNEY
ATTACHED

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:

Anne F. Ward

Dorthenn L. Sadisky

Robert R. Price, Jr. (SEAL)
Robert R. Price, Jr.

Robert R. Price, III (SEAL)
Robert R. Price, III

Teresa A. Cecil (SEAL)
Attorney-in-Fact
United States Fidelity & Guaranty Co.

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM No. 4, folio 6, 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 November, 1985

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

LAW OFFICES
RICE & FOSTER

18 MWM 456

ROBERT R. PRICE, JR. and ROBERT R. PRICE, III 103 Lawyers Row Centreville, Maryland 21617 Trustees	*	IN THE CIRCUIT COURT
vs.	*	
CHURCH HILL VILLAGE LIMITED PARTNERSHIP c/o Dennis A. Laskin 8240 Professional Place Landover, Maryland 20785	*	FOR QUEEN ANNE'S COUNTY CIVIL CAUSE NO. CV-85-004720

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Robert R. Price, Jr. and Robert R. Price, III, Trustees named in a Deed of Trust from Church Hill Village Limited Partnership for the benefit of Minnie S. Cronshaw, dated July 23, 1984, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber MWM No. 224, folio 764, respectfully shows:

That default having occurred in the terms thereof by reason of the non-payment when due of principal and interest, the said Robert R. Price, Jr. and Robert R. Price, III filed in this Honorable Court their order to docket suit to foreclose said Deed of Trust accompanied by said Deed of Trust, their sworn statement as to mortgage indebtedness and their bond given to the State of Maryland, executed by themselves and the United States Fidelity and Guaranty Company, a body corporate duly authorized by its charter to become a sole surety on bonds of this character, as surety in the full and just sum of Twenty-four Thousand Dollars ($24,000.00) containing the conditions required by law relative to the foreclosures under a Deed of Trust.

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) successvie weeks, the first said 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 having sent, not earlier than twenty (20) days and not later than five (5) days before the date of sale by certified and regular mail to the debtor, at its last known address, notice of the time, place and terms of sale, the said Robert R. Price, Jr. and Robert R. Price, III did attend the sale on

LAW OFFICES
ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

FILED
CLERK, CIRCUIT COURT
1985 DEC -5 PM 4:05
QUEEN ANNE'S COUNTY

the premises at Rt. 300, Church Hill, Maryland, at the hour of 11:00 a.m. EST on November 22, 1985, and having the auctioneer cry the sale for a considerable length of time, and after having the advertisement of sale read, and after asking if there were any questions and there being none, did sell the property described in the Deed of Trust and Notice of Sale unto Minnie S. Cronshaw at and for the sum of $23,000.00.

The Purchaser's affidavit required by Maryland Rule BR6, Trustee's affidavit as to Notice under Maryland Rule W74, the certificate of the auctioneer and the certificate of Publication of Sale are attached hereto.

This Report of Sale states the amount of the sale to be Twenty-four Thousand Dollars ($24,000.00).

Respectfully submitted,

Robert R. Price, Jr.

Robert R. Price, III
Trustees

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

I HEREBY CERTIFY that on this 4th day of Dec., 1985, before me, the Subscriber, a Notary Public of the State of Maryland, personally appeared Robert R. Price, Jr., 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.

Notary Public
My Commission Expires: 7/1/86

LAW OFFICES
ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758 1880

18 PAGE 455

Centreville, Md. 11/20 19 85

We Hereby Certify

That the annexed advertisement of

Trustees sale

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 22nd day of Nov. 19 85. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 6th day of Nov. 19 85, and the last insertion on the 20th day of Nov. 19 85.

Publishers, Record Observer

Per

CLERK'S OFFICE

1985 DEC -5 PM 4:05

QUEEN ANNE'S COUNTY

Trustees Sale

OF VALUABLE UNIMPROVED REAL ESTATE TOWN OF CHURCH HILL

Under a power of sale contained in a Deed of Trust from Church Hill Village Limited Partnership to Robert R. Price, Jr. and Robert R. Price, III, trustees for Minnie S. Cronshaw, dated July 23, 1984 and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 224, folio 764 said trustees are empowered to sell the premises therein described in the event of default, and default having occurred in the term of said Deed of Trust. The undersigned Trustees will offer at public auction on the premises in the Town of Church Hill, Queen Anne's County, Maryland, at the hour of 11:00 a.m., Eastern Time, on:

Friday, Nov. 22, 1985

The following described real estate, to wit:

ALL that tract or parcel of land in the Town of Church Hill, Second Election District, Queen Anne's County, State of Maryland, fronting on Maryland Route No. 19 and Maryland Route No. 300, more particularly described as follows, to wit:

BEGINNING FOR THE SAME at an iron pipe set at the intersection of the division line between the lands of Barclay H. Bloomgarden, Jr., (see M.W.M. 193/699) and the lands of Minnie S. Cronshaw (see M.W.M. 162/795) of which the herein described parcel is a part with the southernmost side of Maryland Route 300 a sixty (60) foot wide right-of-way; thence leaving said beginning point so fixed and binding on the aforesaid division South 03° 46' 20" East 299.84 feet to an iron pipe found; thence leaving the Bloomgarden lands and binding on the division line between the lands of William F. Hollingsworth, Jr., (see M.W.M. 158/716) South 86° 13' 40" West 220.43 feet to an iron pipe set; thence leaving said point and binding on the division line between the aforesaid Hollingsworth lands and the lands of Alice E. Griffin (see T.S.P. 72/405) North 23° 52' 35" East 119.76 feet to an iron pipe set, passing in transit an iron pipe found 118.49 feet from the beginning thereof; thence leaving said point and binding on the northernmost outline of the aforesaid Griffin lands North 67° 17' 16" West 208.92 feet to an iron pipe set on the easternmost side of Maryland Route 19 (being Old U.S. Route 213), a fifty (50) foot wide right-of-way; thence leaving the aforesaid Griffin lands and binding on the easternmost side of the aforesaid Maryland Route 19, North 25° 40' 58" East 53.07 feet to an iron pipe set; thence leaving said point and binding on the division line between the lands of Roland Kerbaum (see M.W.M. 214/98 and M.W.M. 214/101) and the herein described lands, South 65° 41' 23" East 107.15 feet to an iron pipe set; thence leaving said iron pipe and binding on the division line between the aforesaid Kerbaum lands and the herein described lands North 17° 41' 40" East 112.62 feet to an iron pipe set on the southernmost side of the aforementioned Maryland Route 300; thence leaving the aforementioned Kerbaum lands and binding on the southernmost side of the aforesaid Maryland Route 300, North 86° 13' 40" East 190.00 feet to the place of beginning. Containing in all 1.565 acres of land, more or less, surveyed by McCrone, Inc., Registered Professional Engineers and Land Surveyors in April 1984.

BEING the same property granted and conveyed unto Church Hill Village Limited Partnership by Deed from Minnie S. Cronshaw, dated July 23, 1984 and recorded in Liber M.W.M. No. 222, folio 76 of the Land Records aforesaid.

This property is serviced by the municipal sewer system of the Town of Church Hill and subject to zoning regulations of the Town of Church Hill.

TERMS OF SALE: The purchaser shall be required to pay 10 percent of the purchase price in cash or certified check on the day of sale, the balance to be paid within ten days of ratification of the sale by the Circuit Court for Queen Anne's County and to bear interest at 10 percent from the day of sale to day of settlement, or the purchaser may pay all cash on the day of sale as he elects. Full possession shall be delivered to the purchaser upon ratification of the sale and payment of the purchase price. Tax and all other assessments, utilities and charges will be adjusted to the date of settlement. All transfer expenses, including deed, papers, revenue stamps and transfer taxes shall be paid by the purchaser.

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

ROBERT R. PRICE, JR.
ROBERT R. PRICE, III
Trustees
103 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-1660

RB-11-9-31-05

[18 FOLIO 459]

ROBERT R. PRICE, JR. and ROBERT R. PRICE, III 103 Lawyers Row Centreville, Maryland 21617 Trustees	*	IN THE CIRCUIT COURT
vs.	*	FOR QUEEN ANNE'S COUNTY
CHURCH HILL VILLAGE LIMITED PARTNERSHIP c/o Dennis A. Laskin 8240 Professional Place Landover, Maryland 20785	*	CIVIL CAUSE NO. CH-85-00474

* * * * * * *

AFFIDAVIT OF COMPLIANCE WITH MARYLAND RULE W74

I HEREBY CERTIFY, that on this 4th day of Dec., 1985, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared, Robert R. Price, Jr., Trustee, and made oath in due form of law that notice of the time, place and terms of sale in this cause was duly mailed by certified and regular mail to Church Hill Village Limited Partnership on November 7, 1985, mortgagor and present title holder of the property; and

That there was no request for notice by any holder of a subordinance mortgage or subordinate interest in the property recorded.

All in compliance with Maryland Rule W74 and Section 7-105 of the Real Property Article of the Annotated Code of Maryland.

Mary J. Cocier
Notary Public

My Commission Expires: 7/1/86

LAW OFFICES
ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
TELEPHONE

CLERK, CIRCUIT COURT
1985 DEC -5 PM 4:06
QUEEN ANNE'S COUNTY

18 PAGE 490

ROBERT R. PRICE, JR. and ROBERT R. PRICE, III 103 Lawyers Row Centreville, Maryland 21617 Trustees	*	IN THE CIRCUIT COURT
vs.	*	
CHURCH HILL VILLAGE LIMITED PARTNERSHIP c/o Dennis A. Laskin 8240 Professional Place Landover, Maryland 20785	*	FOR QUEEN ANNE'S COUNTY CIVIL CAUSE NO. CV-85-00490

* * * * * * *

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 4th day of Dec., 1985, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, personally appeared Minnie S Cronshaw, Purchaser at the foreclosure sale of this Cause and being duly authorized so to do, made oath in due form of law:

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

WITNESS my hand and Notarial Seal.

Mary D Collier
Notary Public
My commission expires: 7-1-86

✓ Minnie S. Cronshaw
Minnie S Cronshaw

Date - 12-4-85

Purchaser

FILED
CLERK, CIRCUIT COURT
1985 DEC -5 PM 4:06
QUEEN ANNE'S COUNTY

LAW OFFICES
PRICE & FOSTER

18 MSA 491

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT R. PRICE, JR. and
ROBERT R. PRICE, III, Trustees

vs.

CHURCH HILL VILLAGE LIMITED
PARTNERSHIP

Civil No. 85-00470

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 5th day of December, 1985 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin,
Clerk

Filed: December 5, 1985

1 18 MSA 492 1

Centreville, Md. 1/1 19 86

We Hereby Certify

That the annexed advertisement of

Ratification of 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 18th day of Jan. 19 86. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 18th day of Dec. 19 85, and the last insertion on the 1st day of Jan. 19 86.

Publishers, Record Observer

Per Dorothy M. Morrow

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
ROBERT R. PRICE, JR. and
ROBERT R. PRICE, III, Trustees
vs.
CHURCH HILL VILLAGE LIMITED PARTNERSHIP
Civil No. 85-00470
NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 5th day of December, 1985, that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin, Clerk
TRUE COPY, TEST:
Marguerite W. Mankin, Clerk
BY: Betty M. Comegys, Deputy Clerk

Filed: December 50, 1985
RB-12-18-31-023

FILED
JAN 2 1986
CIRCUIT COURT
QUEEN ANNE'S CO.

18 MD 403

ROBERT R. PRICE, JR. and ROBERT R. PRICE, III, Substitute Trustees	*	IN THE CIRCUIT COURT
vs.	*	FOR QUEEN ANNE'S COUNTY
CHURCH HILL VILLAGE LIMITED PARTNERSHIP	*	CIVIL NO. 85-00470

* * * * * * *

FINAL RATIFICATION OF SALE
AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Notice of the Clerk of this Court, it is

ORDERED, by the Circuit Court for Queen Anne's County, this 23rd day of January, 1986, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.

2. The papers of this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.

3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.

4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.

Clayton C. Carter
Judge

CLERK
1986 JAN 24 AM 9:46
QUEEN ANNE'S COUNTY

LAW OFFICES
ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758 1860

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT R. PRICE, JR., et al.

v. Civil #85-00470

CHURCH HILL VILLAGE LIMITED PARTNERSHIP

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$ 23,000.00	
Interest on $ 20,700 @ 10% (Note A) from 11/22/85 to 02/01/86 as charged at settlement		409.86	
Real property taxes County/State $50.79 + Town from 11/22/85 to 06/30/85 as charged at settlement		36.00	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 23,445.86
COMMISSIONS, to Fiduciary (5%)		$ 1,150.00-	
EXPENSES OF SALE			
Court costs	$ 184.50-		
Advertising			
Notices of sale	334.32-		
Report of sale	83.58-		
Bond premium	96.00-		
Auctioneer's fee	57.50-		
Property taxes ($ e6)			
Certified mail	1.67-	757.57-	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 65.00-		
Postage & copies	1.64-	66.64-	1,974.21-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 21,471.65

RECEIVED
CLERK, CIRCUIT COURT
1986 SEP 23 PM 4:0
QUEEN ANNE'S COUNT

INDEBTEDNESS DUE UNDER DEED OF TRUST		
Per Statement of Debt		
Principal	$ 20,000.00-	
Interest to 09/30/85 (Note B)		
On $30,000: 07/23/84 to 05/16/85		
297 days @ $8.219	2,441.04-	
On $20,000: 05/17/85 to 09/30/85		
137 days @ $5.479	750.62-	
Interest on principal @ 10%		
10.01/85 to 01/21/86		
113 days @ $5.479	619.13-	$ 23,810.79-
AVAILABLE FOR DISTRIBUTION, as above		21,471.65
DEFICIT		$ 2,339.14-

Note A From the papers submitted, it appears that the creditor/purchaser elected to treat herself as a purchaser for purposes of the deposit and interest. See, Weismiller v. Bush, 56 Md.App. 593.

Note B The Fiduciaries now recognize that a portion of the interest shown in the Statement of Debt is incorrect. All interest has been computed at the rate of 10% per annum, as set forth in the Deed of Trust.

N O T I C E

The attached Account was filed on September 23, 1986. 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 Civil Action #85-00470. 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 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 persons on September 23, 1986:

Robert R. Price, Jr. and
Robert R. Price, III
103 Lawyers Row
Centreville, Maryland 21617

Church Hill Village Limited Partnership
c/o Dennis A. Laskin
8240 Professional Place
Landover, Maryland 20785

John W. Sause, Jr.
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT R. PRICE, JR., et al. :
:
v. : Civil #85-00470
CHURCH HILL VILLAGE LIMITED PARTNERSHIP:
:

: : : : :

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate 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 6th day of October, 1986,

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

1986 OCT -6 PM 2:20
QUEEN ANNE'S COUNTY

18 405

MABLE M. CONYER 23065 Broadway Road Apartment A-3 Oakwood Village, Ohio 44146 PLAINTIFF VS. THE UNKNOWN HEIRS, DEVISEES AND PERSONAL REPRESENTATIVES OF DAVID CONYER, DEFENDANT	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY CASE NO. 85-00450 CIVIL 8500450 Civ Fee 70.00 Sub Total 70.00 Receipt 068280 002 RO 1 T 11:42

CLERK'S OFFICE
1985 OCT 14 AM 11:49
QUEEN ANNE'S COUNTY

10/14/85

COMPLAINT

Mable M. Conyer, Plaintiff, by J. Donald Braden, her attorney, respectfully represents unto this Honorable Court as follows:

1. By virtue of a deed dated January 10, 1957, recorded among the land records of Queen Anne's County, Maryland, in Liber T.S.P. No. 33, folio 5, attached hereto as Exhibit A, James Otho Conyer and Mable M. Conyer became the owners of a tract of land in the Fifth Election District of Queen Anne's County, Maryland, comprising 1.41 acres more fully described in the plat attached hereto as Exhibit B.

2. James Otho Conyer died prior to the filing of this Complaint, vesting fee simple title to the subject premises solely in Mable M. Conyer.

3. The subject property was part of a parcel of land containing approximately 4 acres and 15 perches of land which descended unto the heirs at law of David Conyer upon his death sometime prior to the year 1953.

4. The deeds which describe the above devolution are recorded aforesaid in Liber T.S.P. No. 32, folios 573 through 589, inclusive.

5. Said deeds recite that David Conyer was the owner of said land, died, and prior to his death had five (5) children, namely, Spencer W. Conyer, Sara Conyer, Otho Conyer, Molly Conyer and William Conyer.

6. There is no mention as to whether or not David Conyer had a wife who survived him.

7. The above referenced deeds presumably were conveyances from all of the heirs of Spencer W. Conyer, Otho Conyer and William Conyer. However, in some of the deeds, there is no language which represents that the parties signing the deeds were the only heirs of Spencer W. Conyer, Otho Conyer and William Conyer.

8. There are no deeds from Sara Conyer or Molly Conyer, nor from any party alleged to be their only heirs at law, nor is there any representation that they predeceased David Conyer or that their brothers were their only heirs at law.

9. A search of the title to the subject property fails to reveal whether or not it was necessary to obtain a conveyance from any surviving spouse of David Conyer or Sara

Conyer or Molly Conyer in order to convey all right, title and interest in the subject premises to the Plaintiff. Additionally, a review of said records fails to reveal whether or not the above referenced deeds constitute a conveyance by all of the heirs at law of Spencer W. Conyer, Otho Conyer and William Conyer.

10. Research by and on behalf of the Plaintiff fails to reveal any information as to the heirs at law of David Conyer other than above provided.

11. Since January 10, 1957, the Plaintiff, Mable M. Conyer has been in constructive and peaceable possession of the subject property by color of title and claim of right and by adverse possession for the statutory period.

12. There is no proceeding at law or in equity pending to enforce or test the validity of the title to the subject property.

COUNT ONE

13. The Plaintiff requests that the Court declare that the Plaintiff, Mable M. Conyer, is the absolute owner of the subject property under color of title and/or by adverse possession for the statutory period, with the right of absolute disposition and quiet title to the subject property and remove any cloud therefrom, and enjoin the Defendants, or anyone

claiming by, through or under them from asserting any action at law or otherwise against the subject property, and to grant such other and further relief as the nature of this case may require.

J. Donald Braden

J. Donald Braden
Farmers National Bank Building
Centreville, Marylnd 21617
Telephone: 301-758-2828
Attorney for Plaintiff

18 mo 502

MABLE M. CONYER PLAINTIFF VS. THE UNKNOWN HEIRS, DEVISEES AND PERSONAL REPRESENTATIVES OF DAVID CONYER, DEFENDANT	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY CASE NO. 85-004450

MOTION FOR ORDER OF PUBLICATION

Mable M. Conyer, Plaintiff, by J. Donald Braden, her attorney, moves, pursuant to Rule 2-122 for leave to proceed by publication against The Unknown Heirs, Devisees and Personal Representatives of David Conyer. The grounds of the Motion are as follows:

1. This is an In Rem or Quasi In Rem action in that it is a Complaint to quiet title to certain land within Queen Anne's County, Maryland, involving property within the jurisdiction of this Court, namely 1.41 acres of land in the Fifth Election District of Queen Anne's County, Maryland. David Conyer, if living, would be a proper party to this action because he was one of the owners of record title to said property.

2. The said David Conyer has died as can be seen from a review of the Exhibits which are attached hereto and the other deeds which are referenced herein.

RECEIVED
CLERK'S OFFICE
1985 OCT 14 AM 11:54
QUEEN ANNE'S COUNTY

3. As stated in the Complaint, it cannot be known as to whether the persons who executed the deeds which conveyed the subject property to James Otho Conyer and Mable M. Conyer are all of the heirs at law of David Conyer..

4. Under Rule 2-122, the unknown successors in interest of David Conyer, who have been made parties Defendant in this Complaint may be proceeded against by publication upon order of court.

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

J. Donald Braden
J. Donald Braden
Attorney for Plaintiff

ORDER

Upon the aforegoing Motion and affidavit, it is this 15 day of October, 1985,

ORDERED, by the Court, that the unknown heirs, devisees and personal representatives of David Conyer may be proceeded against by ~~Order of Publication~~ Notice posted pursuant to Rule 2-122(a)(3) and service by mailing is not required.

Clayton Clark
JUDGE

FILED
OCT 15 1985
CIRCUIT COURT
QUEEN ANNE'S CO.

18 mp 504

MABLE M. CONYER PLAINTIFF VS. THE UNKNOWN HEIRS, DEVISEES AND PERSONAL REPRESENTATIVES OF DAVID CONYER, DEFENDANT	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY CASE NO. 85-00450

NOTICE

ORDERED by the Circuit Court for Queen Anne's County that the Unknown Heirs, Devisees or Personal Representatives of David Conyer and all persons having or claiming to have an interest in 1.41 acres of land fronting on Bennett's Point Road, Fifth Election District, Queen Anne's County, Maryland, are hereby notified that Mable M. Conyer has filed a Complaint alleging fee simple ownership of said land, but questions whether or not it was necessary for certain heirs at law of David Conyer, who died sometime prior to 1953, had properly executed a conveyance of said premises, and has requested that the Court declare her to be the absolute owner of said property. The aforesaid persons are warned that they are to file a response to this proceeding on or before the 15th day of November, 1985, and that failure to file a response within the time allowed may result in a judgment by default or granting of the relief sought.

FILED

OCT 15 1985

CIRCUIT COURT
QUEEN ANNE'S CO.

Marguerite W. Mankin
Marguerite W. Mankin
CLERK

18 mm 505

MABLE M. CONYER PLAINTIFF VS. THE UNKNOWN HEIRS, DEVISEES AND PERSONAL REPRESENTATIVES OF DAVID CONYER, DEFENDANT	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY CASE NO. 85-00450

CERTIFICATE OF POSTING

The undersigned hereby certifies as follows:

1. I am a competent person over 18 years of age and not a party to the above action, and that I am a Deputy Sheriff for Queen Anne's County, Maryland.

2. On October 15, 1985, at approximately 1:00 P.M., I posted a 1.41-acre parcel of land located on Bennett Point Road, Fifth Election District, Queen Anne's County, Maryland, under the direction of J. Donald Braden with a copy of the notice issued by this Court.

3. On that same date at approximately 1:30 P.M., I posted a copy of the notice issued in this matter by the Court on the bulletin board adjacent to the front door of the Queen Anne's County Court House.

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

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1985 OCT 16 PM 4:23
QUEEN ANNE'S COUNTY

William D. Foster III
William D. Foster, III, Deputy

MABLE M. CONYER 23065 Broadway Road Apartment A-3 Oakwood Village, Ohio 44146 PLAINTIFF VS. THE UNKNOWN HEIRS, DEVISEES AND PERSONAL REPRESENTATIVES OF DAVID CONYER, DEFENDANT	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY CASE NO. 85-00450

MOTION FOR ORDER OF DEFAULT

Mabel M. Conyer, Plaintiff, by J. Donald Braden, her attorney, moves pursuant to Rule 2-613(a), that an Order of Default be entered against the Defendants for failure to comply with the requirement as to time allowed for pleading in that the time for filing a response expired on November 14, 1985 and no response has been filed.

J. Donald Braden
J. DONALD BRADEN
Attorney for the Plaintiff

ORDER OF DEFAULT

Let an Order of Default be entered as prayed this 15th day of November, 1985.

Clayton C. Carter
JUDGE

CLERK'S OFFICE
1985 NOV 15 AM 9:44
QUEEN ANNE'S COUNTY

18 MDE 507

MABEL M. CONYER 23065 Broadway Road Apartment A-3 Oakwood Village, Ohio 44146 PLAINTIFF VS. THE UNKNOWN HEIRS, DEVISEES AND PERSONAL REPRESENTATIVES OF DAVID CONYER, DEFENDANT	*	IN THE CIRUIT COURT FOR QUEEN ANNE'S COUNTY CASE NO. 85-00450

JUDGMENT BY DEFAULT

This Cause, standing ready for an Order, the Court having read and considered the Complaint, and the Exhibits attached thereto, and the neglect of the Defendants to file an Answer herein and the passage of the Order of Default against them constituting an admission of the truth of each and every allegation of the Bill of Complaint; the Court is satisfied that it has jurisdiction to enter judgment and that notice by the Clerk is unnecessary because the whereabouts of the Defendants is unknown, whereupon the Court finds that the Plaintiff is entitled to a judgment by default for the relief requested in the Complaint against the Unknown Heirs, Devisees and Personal Representatives of David Conyer, who have, in effect, admitted to the allegations in the Complaint and there is no need to conduct a hearing thereon.

1985 DEC 16 PM 11:27
QUEEN ANNE'S COUNTY

IT IS, this 16th day of December, 1985, by the Circuit Court for Queen Anne's County, ORDERED, that Judgement be entered as follows:

1. Mabel M. Conyer is the absolute owner, with the right of disposition, of the property described in Exhibit A, with the right to quietly enjoy the same, without any cloud thereon.

2. The Defendants, the Unknown Heirs, Devisees, and Personal Representatives of David Conyer, or anyone claiming by, through or under them, are enjoined from asserting any action at law or otherwise against the property described in Exhibit A filed in this Proceeding.

3. Plaintiff shall pay the cost of this Proceeding.

Clayton C. Carlin
JUDGE

18 509

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

CINDI E. COHEN and
JAMES BRUCE DAVIS
7101 Wisconsin Avenue, Suite 1300
Bethesda, MD 20814

Complainants

v.

Civil Action No. 85-00471

MONTE LOUIS BARRETT
and RONALD RUBENZER
173 Queen Victoria Way
Chester, Maryland 21619

Defendants

CIVIL 471H
CIV FEES 70.00
CHECK/MO 70.00
#075140 C001 R01 T12:10
11/01/85

PROCEEDING TO FORECLOSE DEED OF TRUST

Ms. Marguerite W. Mankin, Clerk:

Please docket the above suit to foreclose a deed of trust, file the original Deed of Trust dated August 15, 1984, recorded among the Land Records of Queen Anne's County, Maryland, in Liber 217 at folio 806, file the original Deed of Trust Note, file the Affidavit of Indebtedness, and file the Affidavit in Compliance with Soldiers' and Sailors' Civil Relief Act of 1940.

Dated this 29 day of October, 1985.

Cindi E. Cohen
CINDI E. COHEN

James Bruce Davis
JAMES BRUCE DAVIS

RECEIVED
CLERK, CIRCUIT COURT
1985 NOV -1 AM 11:15
QUEEN ANNE'S COUNTY

LAW OFFICES
LERCH, EARLY, ROSEMAN & FRANKEL
CHARTERED
SUITE 1300
7101 WISCONSIN AVENUE
BETHESDA, MARYLAND 20814-4888
(301) 986-1300

DOCUMENT NO. 118,914

LIBER 217 PAGE 206

LIBER 18 PAGE 510

21-021434-8

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1984 AUG 17 PM 1:04
QUEEN ANNE'S COUNTY

AUG 17-84 * 28149 *****48.50
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PURCHASE MONEY

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on August 15, 19 84. The grantor is MONTE LOUIS BARRETT AND RONALD RUBENZER, Joint Tenants ("Borrower"). The trustee is Thomas G. Lee and Alan B. Shoemaker ("Trustee"). The beneficiary is 1st WASHINGTON MORTGAGE CORPORATION, which is organized and existing under the laws of the District of Columbia, and whose address is 1700 Rockville Pike, Suite 315, Rockville, Maryland 20852 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED NINETEEN THOUSAND AND NO/100 Dollars (U.S. $ 119,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2014. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Queen Anne's County, Maryland:

UNIT 1-7 B on a horizontal property regime known as "Queen's Landing, A Condomimum" as the same is established by a Condominium Declaration dated November 15, 1983 and recorded among the Land Records of Queen Anne's County at Liber MWM 205, folio 202 and as shown on the Condominium Plats, entitled "Queen's Landing, A Condominium", as recorded in the Land Records of Queen Anne's County at Plat Book MWM 6, folio 7 and 8 and at Plat Book MWM 6, folio 16 and at Liber MWM 205, folio 115 and 116 and at Liber MWM 206, folio 98.

TOGETHER with an undivided percentage interest in the common elements of said Condominium as are adjusted from time to time pursuant to the Declaration, in fee simple, and the rights, ways, roads and/or alleys, waters, privileges, appurtenances, and advantages to the same belonging in or in anywise appurtaining.

BEING and intended to be that same unit and property which by Deed dated of even date and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto, was granted and conveyed to the Borrower(s) herein by LHJ, Ltd.

THIS DOCUMENT WAS PREPARED BY 1st WASHINGTON MORTGAGE CORPORATION.

Nicolette P. Graves

Nicolette P. Graves

CHATTELS: Refrigerator, Range/Oven, Disposal, Dishwasher, Fan/Hood, Microwave, Compactor, Washer, Dryer, Central A/C and Wall to Wall Carpet.

which has the address of 1-7B Queens Landing [Street], Chester [City],
Maryland 21619 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument 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 expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail a 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 any order Trustee determines. 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 its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property 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 expenses of the sale, including, but not limited to, Trustee's fees of .....five (5).....% of the gross sale price and reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or 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 attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee shall release this Security Instrument without charge to Borrower and mark the Note "paid" and return the Note to Borrower. Borrower shall pay any recordation costs.

22. Substitute Trustee. Lender, at its 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 Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☒ Adjustable Rate Rider ☒ Condominium Rider ☐ 2-4 Family Rider

☐ Graduated Payment Rider ☐ Planned Unit Development Rider

☒ Other(s) [specify] Addendum to Deed of Trust
Owner Occupancy Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Monte Louis Barrett .....(Seal)
Monte Louis Barrett —Borrower

Ronald Rubenzer .....(Seal)
Ronald Rubenzer —Borrower

[Space Below This Line For Acknowledgment]

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

I Hereby Certify, that on this...15th...day of...August.....,19 84 before me, the subscriber, a Notary Public of the State of...MD...., in and for the ..County.of.Anne.Arundel.....personally appeared..... ...Monte.Louis.Barrett.and.Ronald.Rubenzer....., known to me or satisfactorily proven to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledge that ..they.... executed the same for the purposes therein contained.

At the same time, also personally appeared.....Michael.R..Darrow.. ....., 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 actual sum of money advanced at the closing transaction by the secured party was paid over and 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: 7/1/86 Notary Public : Samuel J. Brown

SAMUEL J. BROWN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

LERCH, EARLY, ROSEMAN & FRANKEL
CHARTERED

By: Charles L. Wilkes

Charles L. Wilkes
7101 Wisconsin Avenue, Suite 1300
Bethesda, Maryland 20814
(301) 986-1300
Attorneys for Complainants

#5684 10115/1

18 PAGE 515

21-021434-8

1st Washington Mortgage CORPORATION

1 YEAR
ADJUSTABLE RATE NOTE

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE EVERY YEAR. IF MY INTEREST RATE INCREASES, MY MONTHLY PAYMENT WILL BE HIGHER. IF MY INTEREST RATE DECREASES, MY MONTHLY PAYMENTS WILL BE LOWER.

August 15, 19 84 — Annapolis (City), Maryland (State)

1-7B Queens Landing, Chester, Maryland 21619
Property Address — *City* — *State* — *Zip Code*

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $119,000.00 (this amount is called "principal"), plus interest to the order of the Lender. The Lender is 1st WASHINGTON MORTGAGE CORPORATION.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on that part of principal which has not been paid, beginning on the date I received principal and continuing until the full amount of principal has been paid.

Beginning on the date I received principal, I will pay interest at a yearly rate of 9.875 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on October 1, 19 84. I will make these payments every month until I have paid all the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on September 1, 20 14, I still owe amount under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 1700 Rockville Pike, Suite 315, Rockville, Maryland 20852 or at a different place if required by Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $1,033.33. This amount will change if the interest rate that I must pay changes. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of September, 19 85, and on that day every 12 months hereinafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the monthly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 200 percentage points (2 %) to the Current Index.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of my loan I am expected to owe on the Change Date in full on the maturity date at my new interest rate in substantially equal payments.

(D) Limits on Interest Rate Changes

The Note Holder will not increase or decrease my interest rate by more than 2 % at the time of each Change Date.

The Note Holder will not increase my interest rate to more than 14.87% over the life of this loan.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of any monthly payment changes again.

(F) Notice of Changes

The Note Holder will mail or deliver to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates of my monthly payments unless the Note Holder agrees in writing to those delays. My partial prepayment will reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reductions will be treated as partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on any late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed or delivered to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will have the right to do so if I am in default at a later time.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by mailing it first class mail or by delivering it to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waives the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. THIS NOTE SECURED BY A SECURITY INSTRUMENT

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") with an Adjustable Rate Rider, dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument and Rider describe how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note.

Notwithstanding a sale or transfer, Borrower will continue to be obligated under this Note and this Security Instrument unless Lender has released Borrower in writing.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Monte Louis Barrett _____ (Seal)
Monte Louis Barrett -Borrower

Ronald Rubenzer _____ (Seal)
Ronald Rubenzer -Borrower

_____ (Seal)
-Borrower

[Sign Original Only]

18 PAGE 518

Pay to the order of COLUMBIA FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

without recourse to;

1st WASHINGTON MORTGAGE CORPORATION

John P. Foley, Jr., Senior Vice President

LIBER 217 PAGE 819 LIBER 18 PAGE 519

1st Washington Mortgage CORPORATION

1 YEAR ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 15th day of August, 1984 and is inc.orporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to 1st WASHINGTON MORTGAGE CORPORATION

(the "Lender") of the same date (the "Note") and covering the property described in the Secdrity Instrument and located at:

1-7B Queens Landing, Chester, Maryland 21619

[Property Address]

The Note contains provisions allowing for changes in the interest rate every year. If the interest rate increases, the Borrower's monthly payments will be higher. If the interest rate decreases, the Borrower's monthly payments will be lower.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The note provides for an initial interest rate of 9.875 %. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

"4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of September, 19 85, and on that day every twelve months thereafter. Each date onwhich my interest rate could change is called a "Change Date."

(B) Change Dates

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the monthly average yield on United States Treasury securities adjusted to a constant maturity of one years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 200 percentage points (2.00 %) to the Current Index.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of my loan I am expected to owe on the Change Date in full on the maturity date at my new interest rate in substantially equally payments.

(D) Limits on Interest Rate Changes

The Note Holder will not increase or decrease my interest rate by more than 2.00 % at the time of each Change Date.

The Note Holder will not increase my interest rate to more than 14.875% over the life of this loan.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will mail or deliver to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice."

B. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

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 Security Istrument, 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 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 Security Instrument; provided that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice.

C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

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 Security Instrument shall be given by delivering it or by mailing it by first class 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 first class mail 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 Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

D. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covnant 15 of the Securlty Instrument is amended to read as follows:

15. Uniform Security Instrument; Governing Law; Severability. This form of Security Instrument 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 Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

E. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's opinion, declare all the sums seeured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is not authorized by Federal law.

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.

F. COVENANT DELETED

Non-Uniform Covenant 21 of the Security Instrument ("Future Advances") is deleted.

G. LOAN CHARGES

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

H. LEGISLATION

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Adjustable Rate Rider (other than this paragraph H) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security

Instrument and this Adjustable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

IN WITNESS WHEREOF, Borrower has executed this Adjustable Rate Rider.

Monte Louis Barrett (Seal)
Monte Louis Barrett —Borrower

Ronald Rubenzer (Seal)
Ronald Rubenzer —Borrower

(Seal)
—Borrower

Md. Va.—1st Washington 1 Year Plan AML Rider 3/84
[2133A]

18 PAGE 523

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

CINDI E. COHEN JAMES BRUCE DAVIS Substitute Trustees 7101 Wisconsin Avenue, Suite 1300 Bethesda, MD 20814	:	
Complainants	:	
v.	:	Civil Action No. 85-00471
MONTE LOUIS BARRETT and RONALD RUBENZER 173 Queen Victoria Way Chester, Maryland 21619	:	
Defendants	:	

AFFIDAVIT OF INDEBTEDNESS

DISTRICT OF COLUMBIA: ss

I HEREBY CERTIFY that on this 21st day of October, 1985, before me, the undersigned Notary Public, personally appeared Michael T. Ford, Vice President for Columbia First Federal Savings and Loan Association, a corporation, who made oath in due form of law that Columbia First Federal Savings and Loan Association (successor by merger with First Federal Savings & Loan Association of Washington) is the holder of a Deed of Trust Note dated August 15, 1984, in the original amount of $119,000.00 Dollars from Monte Louis Barrett and Ronald Rubenzer, said Note being secured by a Deed of Trust of even date therewith, recorded among the Land Records of Queen Anne's

LAW OFFICES
LERCH, EARLY, ROSEMAN & FRANKEL
CHARTERED
SUITE 1300
7101 WISCONSIN AVENUE
BETHESDA, MARYLAND 20814-4888
(301) 986-1300

County, Maryland, in Book 217 at page 806, said Deed of Trust conveying the hereinafter described property, to wit:

Unit 1-7 B on a horizontal property regime known as "Queen's Landing, A Condominium", as the same is established by a Condominium Declaration dated November 15, 1983 and recorded among the Land Records of Queen Anne's County in Liber MWM 205, folio 202, and as shown on the condominium Plats, entitled "Queen's Landing, A Condominium", as recorded in the Land Records of Queen Anne's County at Plat book MWM 6, folio 7 and 8 and at Plat Book MWM 6, folio 16 and at Liber MWM 205, folio 115 and 116 and at Liber MWM 206, folio 98.
Together with an undivided percentage interest in the common elements of said Condominium as are adjusted from time to time pursuant to the Declaration, in fee simple, and the rights, ways, roads and/or alleys, waters, privileges, appurtenances, and advantages to the same belonging in or in anywise appurtaining.
Being and intended to be that same unit and property which by Deed dated of even date and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto, was granted and conveyed to the Borrower(s) herein by LHJ, Ltd.

That there is still due on account of said Deed of Trust to Columbia First Federal Savings and Loan Association the principal sum of $121,676.08 , plus interest at 9.80 % per annum in the amount of $6,590.88 computed from June 1, 1985 to December 19, 1985 the anticipated date of sale of the above described property foreclosing the Deed of Trust, exclusive of all setoffs and just grounds of defense.

Michael T. Ford

SUBSCRIBED AND SWORN to before me this 21st day of October , 1985.

Notary Public

My commission expires: 8-14-88

#5664
10105/1

18 526

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

CINDI E. COHEN JAMES BRUCE DAVIS Substitute Trustees 7101 Wisconsin Avenue, Suite 1300 Bethesda, MD 20814	:	
Complainants	:	
v.	:	Civil Action No. 85-00471
MONTE LOUIS BARRETT and RONALD RUBENZER 173 Queen Victoria Way Chester, Maryland 21619	:	
Defendants	:	

AFFIDAVIT IN COMPLIANCE WITH
SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940

DISTRICT OF COLUMBIA: ss

Michael T. Ford, being first duly sworn, deposes and says: that he is Vice President for the Complainant's in the above-entitled action; that Monte Louis Barrett and Ronald Rubenzer, record owners of:

> Unit 1-7 B on a horizontal property regime known as "Queen's Landing, A Condominium", as the same is established by a Condominium Declaration dated November 15, 1983 and recorded among the Land Records of Queen Anne's County in Liber MWM 205, folio 202, and as shown on the condominium Plats, entitled "Queen's Landing, A Condominium", as recorded in the Land Records of Queen Anne's County at Plat book MWM 6, folio 7 and 8 and at Plat Book MWM 6, folio 16 and at Liber MWM 205, folio 115 and 116 and at Liber MWM 206, folio 98.
> Together with an undivided percentage interest in the common elements of said Condominium as are adjusted

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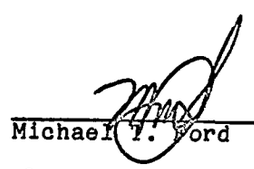
from time to time pursuant to the Declaration, in fee simple, and the rights, ways, roads and/or alleys, waters, privileges, appurtenances, and advantages to the same belonging in or in anywise appurtaining. Being and intended to be that same unit and property which by Deed dated of even date and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto, was granted and conveyed to the Borrower(s) herein by LHJ, Ltd.

are the defendants named herein; that he makes this affidavit pursuant to the provisions of Section 200 of the Soldiers' and Sailors' Civil Relief Act of 1940; that on this 21st day of October , 1985, he caused a careful investigation to be made to ascertain whether or not the above-named defendants were in the military service of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, the Air Force, or an officer of the Public Health Services detailed by proper authority for duty either with the Army or Navy; that as a result of said investigation affiant does hereby state that the above-named defendants are not now, and have not been within a period of thirty days immediately prior to the date hereof, in the above-named branches of the military service, and that the above-named defendants have not been ordered to report for military service or for induction into the military service of the United States.



Michael T. Ford

SUBSCRIBED AND SWORN to before me this 21st day of October , 1985.

Notary Public

My Commission Expires: 8-14-88

#5662
10105/1

DOCUMENT NO. 125,771

LIBER 240 FOLIO 848

18 MWM 529

APPOINTMENT OF SUBSTITUTE TRUSTEES

WHEREAS, by Deed of Trust dated August 15, 1984, recorded among the Land Records of Queen Anne's County, Maryland, in Liber 217, folio 806, Monte Louis Barrett and Ronald Rubenzer, parties of the first part, granted and conveyed the property therein situate, lying and being in the County of Queen Anne's, State of Maryland, more particularly described as:

> Unit 1-7 B on a horizontal property regime known as "Queen's Landing, A Condominium", as the same is established by a Condominium Declaration dated November 15, 1983 and recorded among the Land Records of Queen Anne's County in Liber MWM 205, folio 202, and as shown on the condominium Plats, entitled "Queen's Landing, A Condominium", as recorded in the Land Records of Queen Anne's County at Plat book MWM 6, folio 7 and 8 and at Plat Book MWM 6, folio 16 and at Liber MWM 205, folio 115 and 116 and at Liber MWM 206, folio 98.
> Together with an undivided percentage interest in the common elements of said Condominium as are adjusted from time to time pursuant to the Declaration, in fee simple, and the rights, ways, roads and/or alleys, waters, privileges, appurtenances, and advantages to the same belonging in or in anywise appurtaining.
> Being and intended to be that same unit and property which by Deed dated of even date and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto, was granted and conveyed to the Borrower(s) herein by LHJ, Ltd.

unto Thomas G. Lee and Alan B. Shoemaker, as Trustees, parties of the second part, for the use and purposes therein provided; and

RECEIVED
CLERK, CIRCUIT COURT
1985 NOV -1 AM 11: 15
QUEEN ANNE'S COUNTY

LAW OFFICES
LEACH, EARLY, ROSEMAN & FRANKEL
CHARTERED
SUITE 1300
7101 WISCONSIN AVENUE
BETHESDA, MARYLAND 20814-6098
(301) 986-1300

WHEREAS, among other things the grantor therein granted unto the noteholder the following express powers:

> "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."

and,

WHEREAS, the undersigned Columbia First Federal Savings & Loan Association (successor by merger with First Federal Savings & Loan Association) is the present noteholder of the indebtedness referred to in said deed of trust.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the undersigned does hereby remove the said Thomas G. Lee and Alan B. Shoemaker, as Trustees of the deed of trust herein referred to and in their place and stead does hereby substitute CINDI E. COHEN and JAMES BRUCE DAVIS as Substitute Trustee.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by Dewitt T. Hartwell, its President, with its corporate seal hereunto affixed, attested by its Secretary, and does hereby appoint Dewitt T. Hartwell its true and lawful

attorney in fact to acknowledge and deliver these presents as its act and deed.

Attest:

Lynda R. Shirlen

Lynda R. Shirlen
Assistant Vice President
[Corporate Seal]

COLUMBIA FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Dewitt T. Hartwell

Dewitt T. Hartwell, President

DISTRICT OF COLUMBIA, TO WIT:

On this 21st day of October, 1985, before me, the undersigned officer, personally appeared DEWITT T. HARTWELL, who is personally well known to me as the person named as attorney in fact in the aforegoing Appointment of Substitute Trustees, and as attorney in fact and by virtue of authority vested in h@m by said Appointment of Substitute Trustees acknowledged the same to be the act and deed of the noteholder herein.

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

Notary Public

My oommission expires: 8-14-88

I HEREBY CERTIFY that this instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Charles L. Wilkes

#5663
10105/1

MISC 0#
RECD FEE 15.00

[LIBER 18 PAGE 532]

THE TRAVELERS INDEMNITY COMPANY
HARTFORD, CONNECTICUT – (A STOCK COMPANY)
Trustee Under Deed of Trust

KNOW ALL MEN BY THESE PRESENTS, That we Cindi E. Cohen and James Bruce Davis of 7101 Wisconsin Avenue, Suite 1300, Bethesda, Maryland 20814-4892 and THE TRAVELERS 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 ------- Ninety-Two Thousand and 00/100 ---------- Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 17th day of December, in the year of our Lord one thousand nine hundred and 85

WHEREAS, BY DEED OF TRUST, dated the 15th day of August, nineteen hundred and eighty-four, and left to be recorded among the land Records of Queen Anne County on the 17th day of August, 1984, in liber 217 No. , Folio 810 Monte Lewis Barrett and Ronald Rubenzer did grant, bargain and sell, assign and transfer unto Cindi E. Cohen and James Bruce Davis, Substitute Trustees

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

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Cindi E. Cohen and James Bruce Davis, Substitute Trustees

shall faithfully perform the trust reposed in them by said Deed of Trust, or to be reposed in them by any decree of the Circuit Court for Queen Anne County, Maryland in relation to the sale of such 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.

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

WITNESS, the hand and seal of the said Cindi E. Cohen and James Bruce Davis, Substitute Trustees and the signature of the said THE TRAVELERS INDEMNITY COMPANY by its Attorney-in-Fact, and its corporate seal hereunto affixed.

Signed, sealed and delivered in the presence of

X James Bruce (SEAL)
X Cindi E. Cohen (SEAL)

Michelle M. Pelletier

1985 DEC 19 PM 1:29
QUEEN ANNE'S COUNTY

THE TRAVELERS INDEMNITY COMPANY
By Barbara M. Davis
Attorney-in-Fact

S-745 PRINTED IN U.S.A. 9-29-41 (183)

Surety appearance & Bond filed

LIBER 4 PAGE 33

18 PAGE 533

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from MJM No. 4, folio 33, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 3rd day of January, 1986.

Marguerite W. Mankin

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

LIBER 4 PAGE 34 18 PAGE 534

THE TRAVELERS INDEMNITY COMPANY,
HARTFORD, CONNECTICUT -- (A STOCK COMPANY)
Trustee Under Deed of Trust

SUPPLEMENTAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we Cindi E. Cohen and James Bruce Davis

of 7101 Wisconsin Avenue, Suite 1300, Bethesda, Maryland 20814
and THE TRAVELERS 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 Additional Twenty Nine Thousand Six Hundred Seventy-Six and 08/100 ------/ Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this

19th day of December, in the year of our Lord one thousand nine hundred and 85.

WHEREAS, BY DEED OF TRUST, dated the 15th day of August, nineteen hundred and 84, and left to be recorded among the land Records of Queen Anne County on the 17th day of August, 19 84, in liber, No. 217, Folio 810

Monte Lewis Barrett and Ronald Rubenzer did grant, bargain and sell, assign and transfer unto Cindi E. Cohen and James Bruce Davis, Substitute

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

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Cindi E. Cohen and James Bruce Davis, Substitute Trustee

shall faithfully perform the trust reposed in them by said Deed of Trust, or to be reposed in them by any decree of the Circuit Court for Queen Anne County, Maryland in relation to the sale of such 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.

WITNESS, the hand and seal of the said Cindi E. Cohen and James Bruce Davis, Substitute Trustee and the signature of the said THE TRAVELERS INDEMNITY COMPANY by its Attorney-in-Fact, and its corporate seal hereunto affixed.

C.C. POWER OF ATTORNEY ATTACHED

Signed, sealed and delivered in the presence of

X Cindi E. Cohen (SEAL)
X James Bruce Davis (SEAL)

RECEIVED
1985 DEC 19 PM 1:29
QUEEN ANNE'S COUNTY

THE TRAVELERS INDEMNITY COMPANY
By Barbara [illegible]
Attorney-in-Fact

S-745 PRINTED IN U.S.A. 9-29-41 (183)

Surety Approved + Bond Filed

18 PAGE 535

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MTM No. 4, folio 34, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 3rd day of January, 1986.

Marguerite W. Mankin

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

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

CINDI E. COHEN and
JAMES BRUCE DAVIS
7101 Wisconsin Avenue, Suite 1300
Bethesda, MD 20814

Complainants

v. Civil Action No. 85-00491

MONTE LOUIS BARRETT
and RONALD RUBENZER
173 Queen Victoria Way
Chester, Maryland 21619

Defendants

AFFIDAVIT OF NOTICE OF MAILING

Charles L. Wilkes, being first duly sworn on oath according to law, deposes and says: That he is the attorney for Cindi E. Cohen and James Bruce Davis, Complainants in this proceeding; that on December 3, 1985 he did mail to the Defendant Monte Louis Barrett and the Defendant Ronald Rubenzer, by Certified Mail Restricted Delivery - Return Receipt Requested, the original of the annexed letter notifying the Defendants of the time, place and terms of sale.

Charles L. Wilkes
7101 Wisconsin Avenue, Suite 1300
Bethesda, Maryland 20814
(301) 986-1300
Attorney for Substitute Trustees

SUBSCRIBED AND SWORN to before me this 18th day of December, 1985.

Michelle M. Pelletier
Notary Public

My commission expires: 7/1/86
#6598
12185/2

RECEIVED
CLERK, CIRCUIT COURT
1986 JAN 17 AM 10:40
QUEEN ANNE'S COUNTY

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

CINDI E. COHEN and
JAMES BRUCE DAVIS
7101 Wisconsin Avenue, Suite 1300
Bethesda, MD 20814

Complainants

v. Civil Action No. 85-00471

MONTE LOUIS BARRETT and
RONALD RUBENZER
173 Queen Victoria Way
Chester, Maryland 21619

Defendants

REPORT OF SALE

Cindi E. Cohen and James Bruce Davis, Substitute Trustees of a certain Deed of Trust from Monte Louis Barrett and Ronald Rubenzer, to Thomas G. Lee and Alan B. Shoemaker, Trustees, dated August 15, 1984 and recorded among the Land Records of Queen Anne's County, Maryland in Liber 217 at folio 810 the holder of the indebtedness secured thereby having appointed Cindi E. Cohen and James Bruce Davis by instrument duly executed, acknowledged and recorded among the Land Records of the County aforesaid, default having occurred under the terms thereof and at the request of the party secured thereby, report as follows:

That after having given bond with a surety for the faithful performance of their trust and as required by law, and after

FILED
CLERK, CIRCUIT COURT
1986 JAN 17 AM 10: 40
QUEEN ANNE'S COUNTY

LAW OFFICES
LEACH, EARLY, ROSEMAN & FRANKEL
CHARTERED
SUITE 1300
7101 WISCONSIN AVENUE
BETHESDA, MARYLAND 20814-6888
(301) 986-1300

giving 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 three (3) successive weeks before the day of sale, they did, pursuant to said advertisement, designate Cindi E. Cohen to attend the sale in front of the main Courthouse door in Centreville, Maryland, on December 19, 1985 at 9:00 a.m., and then and there did proceed to sell the property mentioned in said advertisement, as conveyed by said Deed of Trust, and sold the same to John A. Briscuso at and for the sum of One Hundred Twenty-One Thousand Six Hundred and No/100 Dollars ($121,600.00).

The Substitute Trustees further report that the sale was fairly made and that the property brought a fair price.

Cindi E. Cohen

James Bruce Davis

Cindi E. Cohen
James Bruce Davis
Substitute Trustees

STATE OF MARYLAND :
: ss
COUNTY OF MONTGOMERY :

I HEREBY CERTIFY THAT on this 13th day of January, 1986, before the undersigned, a Notary Public of the State and County aforesaid, personally appeared CINDI E. COHEN and JAMES BRUCE DAVIS, who acknowledged themselves to be the Substitute Trustees and that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Michelle M. Pellotier
Notary Public
My Commission Expires 7/1/86

18 PAGE 539

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

CINDI E. COHEN and
JAMES BRUCE DAVIS
7101 Wisconsin Avenue, Suite 1300
Bethesda, MD 20814

Complainants

v. : Civil Action No. 85-00471

MONTE LOUIS BARRETT
and RONALD RUBENZER
173 Queen Victoria Way
Chester, Maryland 21619

Defendants

PURCHASERS AFFIDAVIT

STATE OF MARYLAND :

: ss

COUNTY OF QUEEN ANNE :

I HEREBY CERTIFY that on this 19th day of December, 1985 before me the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared A. John Briscuso , the purchaser(s) of the property herein sold, who, upon making oath in due form of law, deposes and states as follows:

That I/we purchased the following described property at and for the sum of One Hundred Twenty-One Thousand Six Hundred Dollars ($ 121,600.00) Dollars, said property being:

RECEIVED
CLERK, CIRCUIT COURT
1986 JAN 17 AM 10: 39
QUEEN ANNE'S COUNTY

UNIT 1-7 B on a horizontal property regime known as "Queen's Landing, A Condominium" as the same is established by Condominium Declaration dated November 15, 1983 and recorded among the Land Records of Queen Anne's County at Liber MWM 205, folio 202 and as shown on the Condominium Plats, entitled "Queen's Landing, A Condominium", as recorded in the Land Records of Queen Anne's County at Plat Book MWM 6, folio 7 and 8 and at Plat Book MWM 6, folio 16 and at Liber MWM 205, folio 115 and 116 and at Liber MWM 206, folio 98.

TOGETHER with an undivided percentage interest in the common elements of said Condominium as are adjusted from time to time pursuant to the Declaration, in fee simple, and the rights, ways, roads and/or alleys, waters, privileges, appurtenances, and advantages to the same belonging in or in anywise appurtaining.

BEING and intended to be that same unit and property which by Deed dated of even date and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto, was granted and conveyed to the Borrower(s) herein by LHJ, Ltd.

That I/we agree to comply with the terms of the sale as set forth in the advertisement of said sale.

That I/we purchased the property on my/our behalf or our assigns and there are no other persons who are interested as principals.

That I/we have not directly or indirectly discouraged anyone from bidding at the time of the sale.

A. John Briscoe

SUBSCRIBED AND SWORN to before me this 19 day of December, 1985.

Samuel J Brown
Notary Public

Anne Brundel Samuel Brown Notary Public Queen Anne County

My commission expires: 7/1/86

#6599
12185/2

FILED 18 PAGE 541

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

CINDI E. COHEN and
JAMES BRUCE DAVIS
7101 Wisconsin Avenue, Suite 1300
Bethesda, MD 20814

Complainants

v.

Civil Action No. 85-00471

MONTE LOUIS BARRETT
and RONALD RUBENZER
173 Queen Victoria Way
Chester, Maryland 21619

Defendants

CERTIFICATE OF PUBLICATION

(See Exhibit A attached hereto and made a part hereof.)

/s/ Charles L. Wilkes

Charles L. Wilkes
7101 Wisconsin Avenue
Suite 1300
Bethesda, Maryland 20814
(301) 986-1300

Attorney for Substitute Trustees

RECEIVED
CLERK, CIRCUIT COURT
1986 JAN 17 AM 10:40
QUEEN ANNE'S COUNTY

EXHIBIT A

Centreville, Md. 12/18 19 85

We Hereby Certify

That the annexed advertisement of

Substitute Trustees Sale
~~Barrett & Rubenizer~~

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 19th day of Dec. 19 85. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 4th day of Dec. 19 85, and the last insertion on the 18th day of Dec. 19 85

Publishers, Record Observer

Per Dorothy M. Noyes

Substitute Trustees Sale

OF IMPROVED REAL ESTATE
IN QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a certain Deed of Trust from Monto Louis Barrett and Ronald Rubenzer, dated August 15, 1984, recorded among the land records of Queen Anne's County, Maryland in Liber 217 at folio 810, default having occurred under the terms thereof and at the request of the party secured thereby, the undersigned Trustees will offer for sale at public auction on

Thurs. Dec., 19, 1985

at 9:00 o'clock a.m.

on the steps of the Queen Anne County Courthouse in the city of Centreville, Maryland, all of the property in said Deed of Trust described as follows:

UNIT 1-7B on a horizontal property regime known as "Queen's Landing, A Condominium" as the same is established by a Condominium Declaration dated November 15, 1983, and recorded among the Land Records of Queen Anne's County at Liber MWM 6, folio 7 and 8 and at Plat book MWM 6, folio 16 and at Libor MWM 205, folio 115 and 116 and at Libor MWM 206, folio 98.

TOGETHER with an undivided percentage interest in the common elements of said Condominium as are adjusted from time to time pursuant to the Declaration, in fee simple, and the rights, ways, roads and/or alleys, water, privileges, appurtenances, and advantages to the same belonging in or in anywise appurtaining.

BEING and intended to be that same unit and property which by Deed dated of even date and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto, was granted and conveyed to the Borrower(s) herein by LHJ, Ltd.

The property address is 1-7B Queens Landing, Chester, Maryland 21619 and the property to be sold is a 3 bedroom, 2½ bath, condominium.

TERMS OF SALE

A certified check in the amount of $13,000.00 or some other form of payment acceptable to the Trustees, will be required from the purchaser at the time and place of sale with the balance in cash upon final ratification of sale by the Circuit Court for Queen Anne's County, Maryland, or, and in the alternative, purchaser shall have the option of paying all cash at the time and place of sale. Should purchaser elect to defer payment of the balance of the purchase price until the time of settlement, an additional charge equal to 9.00% per annum shall be made for the period between the date of sale and the date of settlement. Taxes and other public charges and assessments shall be adjusted to the date of sale, after which they shall be assumed by purchaser. Examination of title, and all conveyancing costs, including state recordation tax, state and county transfer taxes, and all other costs incident to settlement are to be paid by the purchaser. Terms of sale shall be complied with within 10 days after the final ratification thereof by the Circuit Court for Queen Anne's County, Maryland, otherwise the property will be resold at the risk and cost of the defaulting purchaser. Time is of the essence.

Failure to go forward with the sale as required shall result in a forfeiture of the deposit and resale cost shall be borne by the defaulting purchaser.

For additional information contact: Lemont C. Phelps, Columbia First Federal Savings & Loan Association, 730, 11th Street, N.W., Washington, D.C. 20001, AREA Code (202) 879-7583.

CINDI E. COHEN
JAMES BRUCE DAVIS
Trustees

Charles L. Wilkes
LERCH, EARLY, ROSEMAN & FRANKEL
7101 Wisconsin Avenue, Suite 1350
Bethesda, MD 20814
Phone: 986-1300
Attorneys for Trustees
#4134
11265/3

RB-12-4-3t-03

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CINDI E. COHEN and

JAMES BRUCE DAVIS

vs.

MONTE LOUIS BARRETT and

RONALD RUBENZER

Civil No. 85-00471

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 17th day of January, 1986 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin
Marguerite W. Mankin,
Clerk

Filed: January 17, 1986

] 18 PAGE 544]

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

CINDI E. COHEN and
CYNTHIA M. FRIEDMAN
7101 Wisconsin Avenue, Suite 1300
Bethesda, MD 20814

Complainants

v. : Civil Action No. 85-00471

MONTE LOUIS BARRETT and
RONALD RUBENZER
173 Queen Victoria Way
Chester, Maryland 21619

Defendants

CERTIFICATE OF PUBLICATION

OF RATIFICATION OF SALE

See Exhibit A attached hereto and made a part hereof.

Charles L. Wilkes
7101 Wisconsin Avenue, Suite 1300
Bethesda, Maryland 20814
(301) 986-1300

Attorney for Substitute Trustees

#7132
02076/1

RECEIVED
CLERK, CIRCUIT COURT
1986 FEB 11 PM 10:42
QUEEN ANNE'S COUNTY

EXHIBIT A

Centreville, Md. 2/5 19 86

We Hereby Certify

That the annexed advertisement of
Ratification of sale
Civil No. 85-00471

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 18th day of Feb. 19 86. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 22nd day of Jan. 19 86, and the last insertion on the 5th day of Feb. 19 86.

Publishers, Record Observer

Per Dorothy M. Browne

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
CINDI E. COHEN and
JAMES BRUCE DAVIS
vs.
MONTE LOUIS BARRETT and
RONALD RUBENZER
Civil No. 85-00471

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 17th day of January, 1986 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Monkin, Clerk
True Copy, Test:
Marguerite W. Monkin, Clerk
By: Anne F. Ward, Deputy Clerk

Filed January 17, 1986
RB-1-22-3t-031

CINDI E. COHEN and JAMES BRUCE DAVIS Complainants	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	
MONTE LOUIS BARRETT and RONALD RUBENZER Defendants	:	CIVIL NO. 85-00471

FINAL RATIFICATION OF SALE
AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Notice of the Clerk of this Court, it is

ORDERED, by the Circuit Court for Queen Anne's County,

this 13th day of February, 1986, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.

2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.

3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.

4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.

RECEIVED
CLERK, CIRCUIT COURT
1986 FEB 13 PM 1:04
QUEEN ANNE'S COUNTY

Clayton C. Carlin
Judge

Distribution:
File
Fiduciary(s)
Court Auditor

CINDY E. COHEN and JAMES BRUCE DAVIS	*	IN THE
Plaintiffs	*	CIRCUIT COURT OF MARYLAND
v.	*	FOR
MONTE LOUIS BARRETT and RONALD RUBENZER	*	QUEEN ANNE'S COUNTY
Defendant	*	CIVIL NO. 85-00471

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

MOTION TO SUBSTITUTE PURCHASER

A. John Briscuso, by his attorney, Daniel J. Mellin, pursuant to Maryland Rule of Procedure W-74d.3., requests that this Court authorize the conveyance herein to be made after final ratification to a Substitute Purchaser.

1. A Substitute Trustee's sale of the premises described herein was conducted on December 19, 1985, and A. John Briscuso was the successful Purchaser of the property at that time.

2. Said sale was ratified on or about February 17, 1986.

3. Movant desires to substitute NEVA M. BRISCUSO as Purchaser in this matter.

4. The persons making the sale herein consent to the substitution of said Purchaser.

WHEREFORE, A. John Briscuso prays:

a. That this Court authorize the substitution of NEVA M. BRISCUSO as Purchaser herein.

Daniel J. Mellin
HILLMAN, BROWN & DARROW
221 Duke of Gloucester Street
Post Office Box 668
Annapolis, Maryland 21404-0668
263-3131 or 269-5555
Attorney for Purchaser

CONSENT OF TRUSTEES

Charles L. Wilkes
Lerch, Early, Roseman & Frankel
7101 Wisconsin Avenue, Suite 1300
Bethesda, Maryland 20814
Attorney for Trustees

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CLERK, CIRCUIT COURT
1986 APR 11 AM 10: 14
QUEEN ANNE'S COUNTY

HILLMAN BROWN & DARROW
Attorneys-at-Law
Post Office Box 668
Annapolis, Maryland 21404-0668
(301) 263-3131
(301) 269-5555
(301) 858-5500

7711.1
85-1186

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of April, 1986, I mailed a copy of the aforegoing Motion for Substitute Purchaser first class mail, postage prepaid to Charles L. Wilkes, Esquire, Lerch, Early, Roseman & Frankel, 7101 Wisconsin Avenue, Suite 1300, Bethesda, Maryland 20814.

Daniel J. Mellin

CCC:mfe:4/14/86

18 PAGE 549

CINDI E. COHEN and JAMES BRUCE DAVIS Plaintiffs	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
MONTE LOUIS BARRETT and RONALD RUBENZER Defendants	:	CIVIL NO. 85-00471

ORDER OF COURT

The Motion of A. John Briscuso, purchaser, with consent of attorney for Substitute Trustees, to substitute Neva M. Briscuso as purchaser, having been read and considered, and it appearing (1) that the sale to Movant was finally ratified by this Court on February 13, 1986 before the Motion to substitute purchaser was filed and (2) that Md. Rule W74 g. 3. only permits a substitution of purchaser after the sale and before ratification; otherwise the Court could not "authorize the conveyance to be made <u>after final ratification</u> to a substituted purchaser."

IT IS THEREUPON ORDERED, this 14th day of April, 1986, by the Circuit Court for Queen Anne's County, that the Motion of A. John Briscuso, purchaser, filed April 11, 1986 be and it is hereby denied.

RECEIVED
CLERK'S OFFICE
1986 APR 15 AM 8:30
QUEEN ANNE'S COUNTY

Distribution:
Original - Court File
True Copies:
Daniel J. Mellin, Esq.
Charles L. Wilkes, Esq.

Judge

CINDI E. COHEN and JAMES BRUCE DAVIS	*	IN THE
	*	CIRCUIT COURT OF MARYLAND
Plaintiffs	*	FOR
v.	*	QUEEN ANNE'S COUNTY
MONTE LOUIS BARRETT and RONALD RUBENZER	*	
	*	
Defendants	*	CIVIL NO. 85-00471

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

MOTION TO RECONSIDER

A. John Briscuso, Purchaser, by his attorney, Daniel J. Mellin, hereby requests that this Court reconsider its Order of April 14, 1986, for the following reasons:

1. The Court is asked to review the language of Rule W-74g.3 which states that a purchaser can be substituted "at any time after sale". Movant respectfully suggests to the Court that it is reading W-74g.1 too strictly in light of the fact that g.3 follows said language and permits substitution at any time after sale without any reference to ratification.

WHEREFORE, A. John Briscuso prays:

a. That this Court reconsider its Order and thus authorize substitution of Neva M. Briscuso as purchaser in this proceeding.

DANIEL J. MELLIN
HILLMAN, BROWN & DARROW
221 Duke of Gloucester Street
Post Office Box 668
Annapolis, Maryland 21404-0668
263-3131 or 269-5555
Attorney for A. John Briscuso

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this _____ day of April, 1986, I mailed a copy of the aforegoing MOTION TO RECONSIDER first class mail, postage prepaid to Charles L. Wilkes, Esquire, Lerch, Early, Roseman & Frankel, 7101 Wisconsin Avenue, Suite 1300, Bethesda, Maryland 20814.

DANIEL J. MELLIN

1986 APR 21 AM 10:47
QUEEN ANNE'S COUNTY

HILLMAN BROWN & DARROW
Attorneys-at-Law
Post Office Box 668
Annapolis, Maryland 21404-0668
(301) 263-3131
(301) 269-5555
(301) 858-5800

7741.1

CCC:mfe:4/21/86

18 PAGE 551

CINDI E. COHEN and JAMES BRUCE DAVIS Plaintiffs	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
MONTE LOUIS BARRETT and RONALD RUBENZER Defendants	:	CIVIL NO. 85-00471

MEMORANDUM OPINION AND ORDER

At the request of the original purchaser this Court has reconsidered its Order of April 14, 1986 denying a substitution of a purchaser after ratification of a sale under a power of sale contained in a deed of trust.

The Court is now convinced that Md. Rule W74 g. 3. does permit a substitution of purchaser after the sale has been finally ratified.

The Court is of the opinion that Md. Rule W74 g. 3. is simply an adoption of a long standing practice recognized as early as Hanson v. Chapman, 3 Bland 198 (1803) and again in Farmer's Bank v. Clarke, 28 Md. 145 at 156 (1868).

Miller, Equity Procedure, § 513, appears to be in accord with the present rule. He writes at 606:

> The petition for substitution may be filed by the assignee with the consent of the original purchaser; the substitution may be before or after the final ratification. (emphasis supplied).

However, it is essential that there be a compliance with the rule so that the substituted purchaser becomes a party with all the rights of the original purchaser to obtain a deed of conveyance and also to give the person making the sale the same rights as against the original purchaser, especially if the substituted purchaser should default in payment of the unpaid purchase price.

The rule contemplates an ex parte petition with a "consent of the original purchaser and the person making the sale." The Court cannot substitute a purchaser unless the substituted party has subjected himself to the jurisdiction of the Court. Neva M. Briscuso has not done so in this instance.

The Court will authorize the conveyance to be made to the substituted purchaser when a proper application by petition has been filed herein.

Dated: April 21, 1986

Judge

CLERK CIRCUIT COURT
1986 APR 21 PM 4:15
QUEEN ANNE'S COUNTY

Distribution:
Original - Court File
Photocopies:
Daniel J. Mellin, Esq.
Attorney for original purchaser
Charles L. Wilkes, Esq.
Attorney for Trustees
Alexander Gordon IV, Esq. 110 Bon Secr. Center
Author of Gordon on Maryland Foreclosures, 2nd Edition
Hon. George B. Rasin, Jr., Chief Judge
of Second Judicial Circuit

CINDI E. COHEN and JAMES BRUCE DAVIS	*	IN THE
Plaintiffs	*	CIRCUIT COURT OF MARYLAND
MONTE LOUIS BARRETT and RONALD RUBENZER	*	FOR QUEEN ANNE'S COUNTY
Defendants	*	CIVIL NO. 85-00471

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

RENEWED MOTION TO SUESTITUTE PURCHASER

NEVA M. BRISCUSO, by her attorney, Daniel J. Mellin, pursuant to Maryland Rule of Procedure W-74d.3, requests that this Court authorize a conveyance herein to be made after final ratification to NEVA M. BRISCUSO as Substitute Purchaser.

1. A Substitute Trustee sale of premises described herein was conducted on December 19, 1985, and A. JOHN BRISCUSO was the successful Purchaser of the property at that time.

2. Said sale was ratified on or about February 17, 1986.

3. A. JOHN BRISCUSO consents to the substitution of NEVA M. BRISCUSO as Purchaser in this matter.

4. The persons making the sale herein have heretofore consented to the substitution of said Substitute Purchaser, See the original Motion to Substitute Purchaser.

5. NEVA M. BRISCUSO as Substitute Purchaser hereby agrees to become a party to this action with all the rights of the original Purchaser to obtain a Deed of conveyance. Further, NEVA M. BRISCUSO grants to the persons making the sale herein the same rights against her as they have against the original Purchaser, including, without limitation, those rights in the event of a default in payment of the unpaid purchase price

WHEREFORE, NEVA M. BRISCUSO prays:

a.) That this Court authorize the substitution of NEVA M. BRISCUSO as Purchaser herein.

HILLMAN BROWN & DARROW
Attorneys-at-Law
Post Office Box 668
Annapolis, Maryland 21404-0668
(301) 263-3131
(301) 269-5555
(301) 858-5500,
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DANIEL J. MELLIN
HILLMAN, BROWN & DARROW
221 Duke of Gloucester Street
Post Office Box 668
Annapolis, Maryland 21404-0668
263-3131 or 269-5555
Attorney for NEVA M. BRISCUSO

SAMUEL J. BROWN
HILLMAN, BROWN & DARROW
221 Duke of Gloucester Street
Post Office Box 668
Annapolis, Maryland 21404-0668
263-3131 or 269-5555
Attorney for A. JOHN BRISCUSO

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of April, 1986, I mailed a copy of the aforegoing Renewed Motion to Substitute Purchaser first class mail, postage prepaid to Charles L. Wilkes, Esquire, Lerch, Early, Roseman & Frankel, 7101 Wisconsin Avenue, Suite 1300, Bethesda, Maryland, 20814.

SAMUEL J. BROWN

LIBER 18 PAGE 555

CINDI E. COHEN and JAMES BRUCE DAVIS	*	IN THE
Plaintiffs	*	CIRCUIT COURT OF MARYLAND
MONTE LOUIS BARRETT and RONALD RUBENZER	*	FOR QUEEN ANNE'S COUNTY
Defendants	*	CIVIL NO. 85-00471

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

ORDER FOR SUBSTITUTE PURCHASER

Upon application of NEVA M. BRISCUSO for substitution of Purchaser pursuant to Maryland Rule of Procedure W-74g.3, it appearing that A. JOHN BRISCUSO and the persons making this sale have consented to such substitution, it is this 2nd day of May, 1986, by the Circuit Court for Queen Anne's County

ORDERED, that the Trustees making the sale herein be and are hereby authorized to convey the property sold herein to NEVA M. BRISCUSO, Substitute Purchaser.

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Clayton Carlson
JUDGE

1 18 PAGE 556

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CINDI E. COHEN et al. :
:
v. : Civil #85-00471
:
MONTE LOUIS BARRETT et al. :
:

REQUEST FOR ADDITIONAL COMPENSATION

The above-entitled action having been referred to the Auditor in accordance with Maryland Rule 2-543, 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 information from the Queen Anne's Sanitary District in order to verify information relating to the account.

3. To recompute the amount owed to the creditor, as a result of the amount originally stated being based upon unauthorized compounding of interest.

The services here mentioned involved 2.5 hours in addition to the time customarily required.

John W. Sause, Jr.
Auditor

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ORDER

The foregoing Request having been read and considered, and it appearing that the Auditor has performed duties other than the customary and usual duties performed in an audit, it is this 16th day of January, 1987, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of $ 200, 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).

Clayton C. Carter
JUDGE

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CINDI E. COHEN et al.

v. : Civil #85-00471

MONTE LOUIS BARRETT et al.

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$ 121,600.00	
Interest on $ 108,600.00 @ 9.80% from 12/19/85 to 05/14/86 147 days @ 29.15836 as collected at settlement		4,286.68	
Real property taxes $ 1,076.27 Paid by debtors (Note A) Reimburse: 12/19/85 to 06/30/86 193 days @ $ 2.94868		569.10	
Sewer charges (Note B) to 12/19/85		278.35-	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 126,177.43
COMMISSIONS, to Fiduciary (5%)		$ 6,080.00-	
EXPENSES OF SALE			
Court costs (Note C)	$ 281.00-		
Advertising			
Notices of sale	298.50-		
Report of sale	55.72-		
Bond premium	487.00-		
Auctioneer's fee (Note D)	200.00-		
Certified mail	8.33-	1,330.55-	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 200.00-		
Postage & copies	1.86-	201.86-	7,612.41-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 118,565.02

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QUEEN ANNE'S COUNTY

INDEBTEDNESS DUE UNDER DEED OF TRUST		
Principal (Note E)		
Balance due at 12/31/84	$ 118,831.27-	
Payment 03/85	55.45	118,775.82-
Interest (Note F)		
Arrears at 12/31/84	$ 977.88-	
Payment 03/85	977.88	
01/01 to 03/01/85 @977.43	2,932.29-	
04/01 to 06/01/85 @977.43	2,932.29-	
Payments made	3,110.83	
07/01 to 12/01/85 @977.43	5,864.58-	
01/01 to 02/17/86	2,508.73-	11,127.06-
Late charges (Note G)		103.34-
Escrow deficit		136.06-
TOTAL INDEBTEDNESS DUE		$ 130,142.28-
AVAILABLE FOR DISTRIBUTION, page 1		118,565.02
DEFICIT		$ 11,577.26-

Note A After attention was called to the inaccuracy of the original figure, the fiduciaries show this amount due from the sale purchaser and $642 owed by the debtors. The lender's "Loan History Statement" clearly shows that taxes of $1,076.27 were paid from funds of the debtors on August 19, 1985. Nothing is therefore chargeable against the debtors.

Note B The Suggested Account shows $341.58 as the lender's "share of a delinquent sewer charge through 12/19/85 [the sale date]." As the fiduciaries provided no voucher, records were obtained directly from the Sanitary District; and they disclosed that on the date of sale, $278.35 was owed for sewer charges and that $453.62 (claimed by the fiduciaries to be "the entire bill" as of the time of settlement) was paid on May 30, 1986, for these and later charges of $162.05. In other words, what the fiduciaries refer to as "the entire bill" exceeds actual charges by $13.22. Amid this confusion, the Audit opts for the amount demonstrably owed at the time of sale.

Note C A claim for an additional $18.50 for unnamed costs (but which may have been for recordation and certified copy of an instrument changing trustees) is disallowed. Even if the surmise is correct, the intramural substitution of trustees is not an "expense of sale" or otherwise attributable to the debtors.

Note D Maximum auctioneer fees allowed without special order under Local Rule BR are $200.

Other items totalling $59.57 claimed as "Other Expenses" of the sale have not been allowed, as being unsupported and as not comprehended within the expenses chargeable under the Deed of Trust.

Note E For the reasons stated in Note F, the principal balance and other computation set forth in the Affidavit of Indebtedness has not been accepted

Note F Interest shown in the Affidavit of Indebtedness is markedly (and inexplicably) different from that claimed in the Suggested Account.

Of still greater importance is the lender's handling of certain delinquent interest. On March 14, 1985, when the loan was 4 months in arrears, a payment by debtors was so distributed as to discharge interest regularly due for December 1984 and to leave a principal balance of $118,775.82. Monthly interest was then computed on this new balance ($977.43), which was then taken to be due for the first three months of 1985. On March 27, 1985, that interest ($2,932.29) was added to principal. Thereafter, interest was computed on the new principal balance. As a result, the principal balance said to be due in the Affidavit of Indebtedness and Suggested Account is more than $2,100 above the amount of the original loan said to be secured by the Deed of Trust.

The fiduciaries do not seem to view this as improper, but it appears to me that this is compounding, pure and simple, is not authorized by the Note or Deed of Trust and is probably prohibited by the usury statute. Cf. 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 lender also added "Fees" of $75 and "Additional Disb" of $250 to principal. The fiduciaries describe these as "an inspection fee and . . . a title update." I am unable to regard these as "expenses of the sale" (the criterion under Paragraph 19 of the Deed of Trust); as authorized under Paragraph 8, which permits "entries . . . inspections" under certain conditions; or as "necessary to protect the value of the Property and Lender's rights in the Property" in the context of Paragraph 7. Those amounts have not been included in the principal figure.

Consequently, all transactions subsequent to March 14, 1985, were refigured, with the allocation of payments in accordance with Paragraph 3 of the Deed of Trust.

Note G The Suggested Account in effect seeks late charges with respect to the payments due July 1, 1985, through January 1, 1986, the first day of the month following the foreclosure sale. Paragraph 7 of the subject Note permits late charges "but only once on any late payment." It is clear to me that those provisions are inoperative once the indebtedness has been accelerated under the Note. It is not so clear when the lender acted here; but an entry in its records for "fees" referred to in Note F was made on August 28, 1985, and is described as "an inspection fee . . . result[ing] from foreclosure action." Late charges are allowed for July and August 1985 only.

N O T I C E

The attached Account was filed on January 19, 1987. 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 Civil Action #85-00471. 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 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 persons on January 19, 1987:

Charles L. Wilkes, Esquire

7101 Wisconsin Avenue, Suite 1300
Bethesda, Maryland 20814

Monte Louis Barrett
173 Queen Victoria Way
Chester, Maryland 21619

Ronald Rubenzer
173 Queen Victoria Way
Chester, Maryland 21619

John W. Sause, Jr.
Auditor

CINDI E. COHEN, et al	*	IN THE
Plaintiffs	*	CIRCUIT COURT OF MARYLAND
v.	*	FOR
MONTE LOUIS BARRETT, et al	*	QUEEN ANNE'S COUNTY
Defendants	*	CIVIL ACTION NO. 85-00471

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

CLAIM OF LHJ, LTD.

LHJ, Ltd., Claimant, by its attorney, Daniel J. Mellin, for its claim to proceeds in this action states as follows:

1. LHJ, Ltd. is owed $1,392.00 for past due condominium fees owed by the debtors herein to LHJ, Ltd. as representative of the Condominium Council for Queen's Landing.

WHEREFORE, LHJ, Ltd. requests that this Court grant its claim to proceeds in this matter.

Daniel J. Mellin
HILLMAN, BROWN & DARROW, P.A.
221 Duke of Gloucester Street
Annapolis, Maryland 21401-2582
263-3131, 269-5555

CERTIFICATE OF SERVICE

I hereby certify that on this 27 day of January, 1987, a copy of the aforegoing Claim of LHJ, LTD. was mailed, first class, postage prepaid, to John W. Sause, Jr., Auditor, c/o Circuit Court for Queen Anne's County, Court House, Centreville, Maryland 21617.

Daniel J. Mellin

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HILLMAN BROWN & DARROW, P.A.
Attorneys-at-Law
Post Office Box 888
Annapolis, Maryland 21404-0888
(301) 263-3131
(301) 269-5555
(301) 269-5507

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IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CINDI E. COHEN et al. :
:
v. : Civil #85-00471
MONTE LOUIS BARRETT et al. :
:

: : : : :

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate 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 30th day of January, 1987,

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 as the same has been or may be received.

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QUEEN ANNE'S COUNTY

Clayton C Carter
JUDGE

18 PAGE 564

KENNETH R. MILLS
6507 Meadow Trace Drive
Spring, Texas 77389

and

NAOMI C. MILLS
Love Point
Stevensville, Maryland 21666
Plaintiffs

vs.

THE LOVE POINT LAND AND IMPROVEMENT COMPANY OF CAROLINE COUNTY, INC., a Maryland corporation which cease to exist more than fifty (50) years from this date, any successors and interests in the assets of said corporation, and to all other persons having or claiming to have any interest, right, title, stay, lien in the real property described in the Complaint adverse to the Plaintiff's ownership or any cloud upon Plaintiff's title thereto
ADDRESS IN UNKNOWN
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. 85-00432

CIVIL 4328
CIV FEES 70.00
CHECK/MO 70.00
#061510 C001 R01 T14:23
09/20/85

COMPLAINT TO QUIET TITLE

Kenneth R. Mills, and Naomi C.Mills, Plaintiffs, by David Weston Gregory, their attorney, represents unto this Honorable Court as follows:

1. On April 2, 1985, Plaintiff Kenneth R. Mills and Naomi C. Mills (who are son and mother respectively) took title (Kennteh R. Mills taking a life estate and Naomi C. Mills, taking a remainder interest) to a parcel of land located at Love Point, Fourth Election, Queen Anne's County, Maryland, from Connie L. Hutson. The said deed being recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 229, folio 122. A copy of Plaintiff's deed and plat are attached hereto as Plaintiff's Exhibit No. 1.

2. Connie L. Hutson, took title to the subject property in a deed from Naomi C. Mills dated April 2, and recorded among the Land Records

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of Queen Anne's County in Liber M.W.N. No. 229, folio 116. A copy of which is attached hereto as Plaintiff's Exhibit No. 2.

3. The subject property of these proceedings is located on the plats attached to Plaintiff's Exhibits No. 1, 2 and 5, and is known as "Parcel B".

4. Naomi C. Mills aquired title to "Parcel B" through an Action to Quiet Title thereof in the case entitled Naomi C. Mills vs. The Love Point Land and Improvement Company of Caroline County, Inc., etc., In The Circuit Court for Queen Anne's County, Equity No. 6594. A copy of said Decree rendered in that case is attached hereto as Plaintiff's Exhibit No. 3.

5. "Parcel B" as described in Equity No. 6594 is based on a survey performed by Watson and Sons, Inc. A copy of said Plat and metes and bounds description is attached hereto as Plaintiff's Exhibit No. 4.

6. That on March 1985, Ronald W. Johnson Associates, Inc., Consulting Engineers, Planners and Surveyors (hereinafter Johnson and Associates) surveyed the subject property for Naomi C. Mills and found discrepancies in the Watson survey. A copy of said Johnson plat is attached hereto as Plaintiff's Exhibit No. 5. The discrepancies are twofold. The first being that Johnson and Associates do not believe that Third Street runs in a straight line in an east-west direction, but rather Third Street jogs to the northeast at it's intersection with River View Avenue. This belief is based on the original plat of the Love Point Sub-division recorded among the Land Records for Queen Anne's County in Liber S.S. No. 7, folio 596. The pertinent part of said plat is attached hereto as Plaintiff's Exhibit No. 6; and also on a plat prepared by J.M. Metcalf, dated 1948, and recorded among the Land Records of Queen Anne's County in Liber N.B.W. No. 1, folio 153, a copy of which is attached hereto as Plaintiff's Exhibit No. 7.

7. The second discrepancy found by Johnson and Associates is that the actual easterly terminus of Third Street is located further to the west then was shown on the Watson and Son survey (Exhibit No.4). Furthermore, River View Avenue south of it's acutal intersection with Third Street is also actually located further to the west. Plaintiff, Naomi C. Mills, had in Equity 6594, attempted to acquire clear title to all that part of Third Street from it's actual easterly terminus to the mean high waters of the Chester River. Plaintiffs believe, on the basis of the Johnson and Associates survey (Exhibit No. 5), that in reality this was not accomplished and this suit is brought to correct the Watson and Son survey in order to acquire clear title to the real property that was believed to have been acquired in Equity No. 6594.

8. That the descriptions of the lands needed to acquire clear title to all that part of Third Street from it's actual easterly terminus to the mean high waters of the Chester River are designated for the purpose of this pleading as parcels no. 1 and 2 and are described as follows:

Parcel No. 1. Beginning for the same at a point being the southwesterly corner of the parcel being herein intended to be described, said point also being the southeasterly corner of "Parcel A" and the northwesterly corner of "Parcel B" on the plat of Ronald W. Johnson Associates, Inc., (Exhibit No. 5) north 22 degrees, 28 minutes, 9 seconds east 22.50 feet to a point, thence south 86 degrees, 01 minutes, 51 seconds east, 37.32 feet to an existing bulkhead on the waters of the Chester River, thence by and with said bulkhead south 07 degrees, 48 minutes, 18 seconds west, 16.08 feet to a point thence continuing along the said bulkhead south 17 degrees, 31 minutes, 38 seconds west, 14.59 feet to a point, thence along the northern boundary of "Parcel B" north 73 degrees, 29 minutes, 15 seconds west, 40.94 feet to the place of beginning, containing .02 acres of land more or less.

Parcel No. 2. Beginning for the same at a point being the northeasterly corner of the parcel being herein intended to be described, said point being also the southeasterly corner of "Parcel A" and the northwesterly corner of "Parcel B" and being the same point of beginning as described in Parcel No. 1 above and is described in the plat of Ronald W. Johnson Associates, Inc. (Exhibit No. 5), thence by and with the westerly boundary of "Parcel B" south 22 degrees, 28 minutes, 9 seconds west, 52.10 feet to a point, thence north 73 degrees, 29 minutes, 15 seconds west, 39.09 feet to a point, thence north 22 degrees, 28 minutes 9 seconds east 52.01 feet to a point, thence south 73 degrees, 29 minutes, 15 seconds east 31.09 feet to the place of beginning, containing .04 acres of land more or less.

9. That the claimed lands described above were originally a part and parcel of the lands owned by The Love Point Land and Improvement Company of Caroline County, Inc., as set forth in the plat entitled "Map-Love Point Land and Improvement Company." (Exhibit No. 6.)

10. That The Love Point Land and Improvement Company of Caroline County,Inc., ceased to exist on or about 1921, and a search of the records has failed to disclose any successor in interest.

11. That since April 2, 1985, the Plaintiff's have been in constructive and peaceable possession of the above described parcels and that their predecessors in title were in actual peaceable possession of the above described parcels. That the Plaintiff's and their predecessors in title have continued to claim and use the above described parcels, openly, constructively, continuously, exclusively, hostile, adversly, and notoriously to all the world under color of title and by claim of right by adverse possession for the statutory period; that to the knowledge of your Plaintiff's, no one lese has ever claimed title to other interest in the lands owned by them.

12. That no other action is now pending to test the validity or to quiet title or remove the cloud from the title to the above described parcels of land claimed by the Plaintiffs.

WHEREFORE, your Plaintiff's pray as follows:

a. Declare that the Plaintiffs are the absolute owners of Parcels No, 1 and 2 as described herein, under color of title and/or by adverse possession for the statutory period, with the right of absolute disposition.

b. Quiet Title to the herein described Parcels No. 1 and 2 and remove any cloud therefrom.

c. Enjoin the defendants, or anyone claiming by, through, or under them from asserting any action of law against Parcels No. 1 and 2 as described herein.

d. Grant such other further relief as the nature of this cause may require.

David Weston Gregory
115 Lawyers Row
Centreville, Maryland 21617
758-0680
Attorney for Plaintiff

CUMENT NO. 122119 LIBER 229 FOLIO 122 Plaintiff's Exhibit No. 1

1985 APR -3 PM 2:25 QUEEN ANNE'S COUNTY

THIS DEED, Made this 2nd day of April, 1985, by and between CONNIE L. HUTSON, party of the first part; and KENNETH R. MILLS, party of the second part; and NAOMI C. MILLS, party of the third part;

WITNESSETH: that for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, Kenneth R. Mills, for and during the term of his natural life, subject to the limitations and conditions and with the benefit of the powers as hereinafter set forth, and from and immediately upon the death of the said Kenneth R. Mills, and upon the failure of the said Kenneth R. Mills to exercise the powers as hereinafter set forth, then unto and to the use of the said Naomi C. Mills, her personal representatives and assigns, in fee simple, the following described lands, to wit:

ALL that lot or parcel of land situate, lying and being at Love Point in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly being set forth on a plat of said lands entitled "Mills Property At Love Point, Fourth Election District, Queen Anne's County, Maryland", dated March, 1985, by Ronald W. Johnson Associates, Inc., consulting engineers, and described by metes and bounds, courses and distances, as follows, to wit:

BEGINNING for the same at a point being the Southwest corner of Lot No. 19 on said plat, thence by and with the easterly line of a certain 10' wide alley shown thereon and the westerly line of Lot No. 19 and Lot No. 18, North 00° 37' 37" East 99.17' to the southerly line of Lot No. 17 as shown on said plat, thence with the same South 89° 22' 39" East 131.19' to a monument found, thence with the easterly line of Lot No. 17 and Lot No. 16 shown on said plat, North 00° 15' 41" West 83.75' to a pipe found on the northerly line of the lands conveyed by Naomi Mills to the grantor herein, thence with said line South 89° 22' 39" East 50.00' to a point, thence by and with the westerly line of Parcel No. 2 conveyed by the Grantor herein to Naomi Mills South 00° 37' 21" West 83.74' to a point, thence by and with the Southerly line of Parcel No. 2 in said last mentioned deed, South 89° 22' 39" East 10.52' to a point on an existing bulkhead and the waters of the Chester River thence by and with the said bulkhead and the waters of the Chester River South 07° 48' 18" West 134.48' and South 17° 31' 38" West 66.42' to a point, thence North 73° 29' 15" West 45.42' to a point on the easterly line of River View Avenue, thence with the same North 22° 28' 09" East 52.10', thence with the northerly line of Third Street North 73° 29' 15" West 135.14' to the place of beginning.

(NOTE: The shaded area shown on said plat lying east of Parcel B and west of the bulkhead is part of said lands by virtue of accretion to Parcel B).

SUBJECT, nevertheless, to all that easement and right of way more particularly set forth and described in a certain deed from Connie L. Hutson to Naomi C. Mills, dated the 2nd day of April, 1985, recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto.

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, roads, and/or alleys, ways,

waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Kenneth R. Mills, for and during the term of his natural life, in fee simple, with full power unto him, without the consent of any person or persons whomsoever, to sell, mortgage or otherwise dispose of or encumber the whole or entire estate in and to the property hereinbefore described, or any part thereof except by Last Will and Testament, and to apply the proceeds of any such sale, mortgage or disposal to his own use and the purchaser or purchasers, mortgagee or mortgagees, grantee or grantees, hereby being relieved from seeing to the application of the purchase or mortgage money, it being the intention that the powers aforesaid when exercised, shall operate not only upon the life estate hereby granted unto the said Kenneth R. Mills, for and during the term of his natural life, but also upon the remainder as hereinafter set forth, to the end and intent that the grantee or grantees, mortgagee or mortgagees, purchaser or purchasers under the instrument or instruments executed in the exercise of the powers herein granted unto the said Kenneth R. Mills, for and during the term of his natural life, shall obtain the whole and entire estate free of all, and any right, title and interest of any of the parties to these presents, or those claiming by, through, or under them; and from and immediately upon the death of the said Kenneth R. Mills, without him having exercised any of the powers herein set forth, then as to all the property hereinbefore described, or so much thereof as may be remaining and undisposed of in the exercise of the powers aforesaid, unto the said Naomi C.Mills, her personal representatives and assigns, in fee simple, forever.

AND the said party of the first part does hereby covenant that she has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that she will warrant specially the property hereby conveyed; and that she will execute such further assurances of the same as may be requisite.

AS WITNESS the hand and seal of the party of the first part.

WITNESS:

Connie R. Hutson (SEAL)
CONNIE L. HUTSON

18 574

LIBER 229 FOLIO 124

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S TO WIT:

I HEREBY CERTIFY, that on this 2nd day of April, 1984, before me, the subscriber, a Notary Public as aforesaid, personally appeared Connie L. Hutson, and she did acknowledge the aforegoing Deed to be her act.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: 7-1-86

AFFIDAVIT OF CONSIDERATION

"I, Connie L. Hutson, do hereby certify under the penalties of perjury that the actual consideration paid or to be paid for the aforegoing conveyance, including the amount of any mortgage or deed of trust assumed by the grantee, is in the sum total of $-0-."

WITNESS:

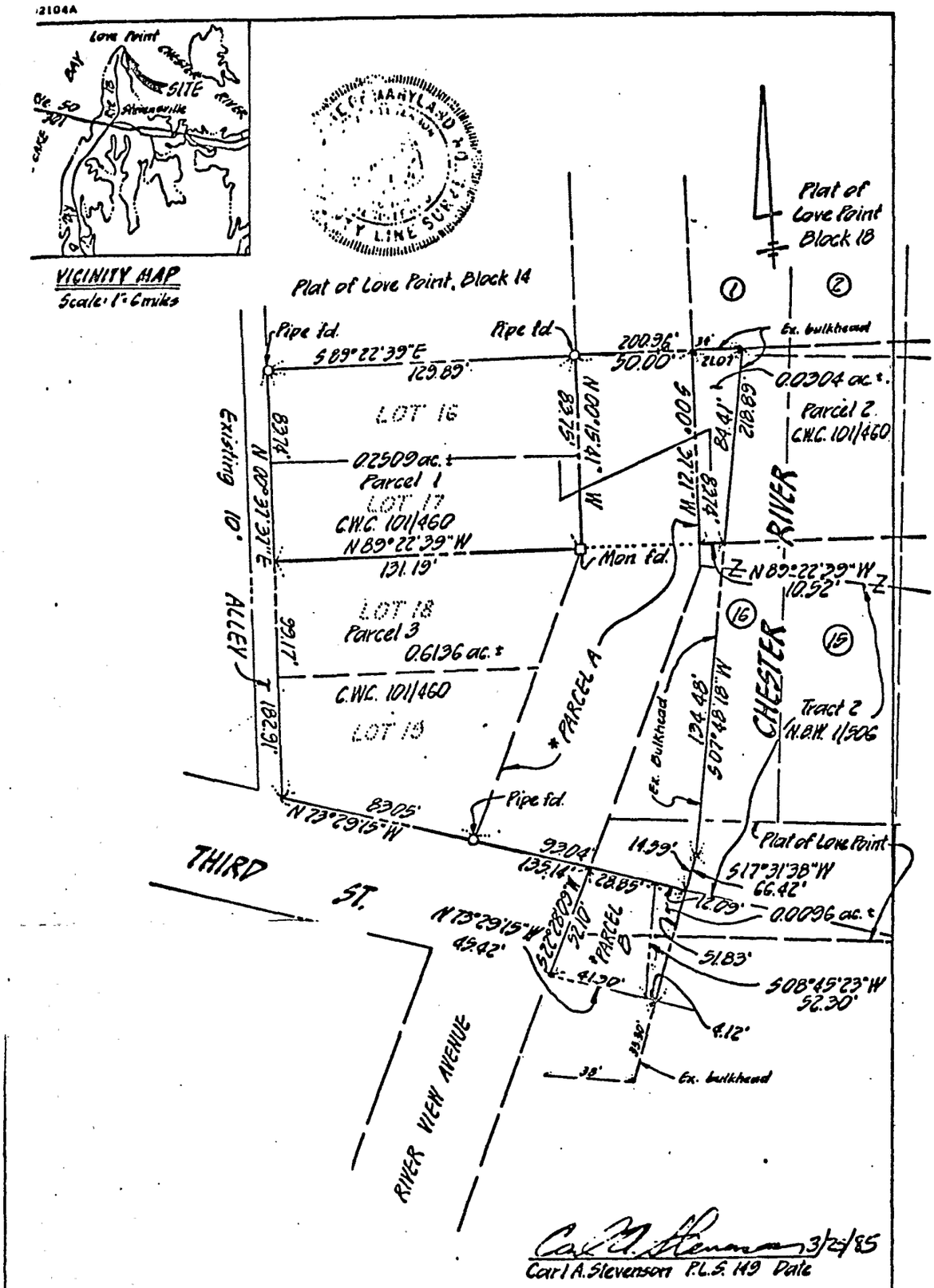
Connie L. Hutson
CONNIE L. HUTSON
Affiant

NO TITLE EXAMINATION

TAXES LEVIED AS OF 4/3/85
PAID TO 6/30/85
Treasurer of Queen Anne's Co.

RECEIVED FOR TRANSFER
This 3rd Day of April 1985
Supervisor of Assessments
Clerk

18 571
LIBER 229 PAGE 125



3/25/85
Carl A. Stevenson P.L.S. 149 Date

RONALD W. JOHNSON ASSOCIATES, INC.
Consulting Engineers, Planners and Surveyors
111 Chinquapin Round Road
Annapolis, MD 21401
269-1315

MILLS PROPERTY
AT LOVE POINT
4th Election District
Queen Anne's County, Maryland
Scale: 1" = 50' March, 1985

DOCUMENT NO. 122,112 | 229 116 | Plaintiff's Exhibit No. 2

1985 APR -3 AM 9:24

APR -3 85 X 27301

APR -3 85 A 27301

THIS DEED, Made this 2nd day of April, 1985, by and between NAOMI C. MILLS, party of the first part; and CONNIE L. HUTSON, party of the second part;

WITNESSETH: that for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, Connie L. Hutson, her heirs and assigns, in fee simple, the following described lands, to wit:

ALL that parcel of land situate, lying and being at Love Point in the Fourth Election District of Queen Anne's County, State of Maryland, on Kent Island and more particularly described according to a plat and survey by Ronald W. Johnson Associates, Inc., consulting engineers, dated March, 1985, entitled "Mills Property At Love Point, Fourth Election District, Queen Anne's County, Maryland", as follows, to wit:

BEGINNING for the same at a point being the southwest corner of Lot No. 19 as shown on said plat and running thence by and with the line of the Mills Property and the easterly line of a 10' wide alley North 00° 37' 37" 182.91' to a point marked by a pipe found being the northwest corner of Lot No. 16 as shown on said plat thence South 89° 22' 39" East 200.96' to the waters of the Chester River thence by the waters of the Chester River and an existing bulkhead South 07° 48' 18" West 218.89' to a point, thence still with the same South 17° 31' 38" West 66.42' to a point, thence North 73° 29' 15" West 45.42' to a point on the easterly line of River View Avenue, thence with the same North 22° 28' 09" East 52.10' thence with the northerly line of Third Street North 73° 29' 15" West 135.14' to the place of beginning.

(NOTE: The shaded area shown on said plat lying east of Parcel B and west of the bulkhead is part of said lands by virtue of accretion to Parcel B).

BEING part of the same lands granted and conveyed unto the Grantor by deed dated December 24, 1975 and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 101 folio 460 and by deed unto William E. Mills and Naomi C. Mills, as tenants by the entireties, dated September 9, 1948 and recorded among the Land Records of Queen Anne's County in Liber N.B.W. No. 1 folio 506, the said William E. Mills having since departed this life on the 26th day of January, 19 73, vesting title by operation of law in the said Naomi C. Mills. For further reference see Equity No. 6594 in the Circuit Court for Queen Anne's County, entitled "Naomi C. Mills vs. The Love Point Land And Improvement Company of Caroline County, Inc., etc."

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, roads, and/or alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD said lands and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or

appertaining unto and to the proper use and benefit of the party of the second part, Connie L. Hutson, her heirs and assigns, in fee simple.

AND the said party of the first part does hereby covenant that she has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that she will warrant specially the property hereby conveyed; and that she will execute such further assurances of the same as may be requisite.

AS WITNESS the hand and seal of the party of the first part.

WITNESS:

Naomi C. Mills (SEAL)
Naomi C. Mills

STATE OF MARYLAND

COUNTY OF Queen Anne's TO WIT:

I HEREBY CERTIFY, that on this 2nd day of April, 1985, before me, the subscriber, a Notary Public as aforesaid, personally appeared Naomi C. Mills, and she did acknowledge the aforegoing Deed to be her act.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: 7-1-86

AFFIDAVIT OF CONSIDERATION

"I, Naomi C. Mills, do hereby certify under the penalties of perjury that the actual consideration paid or to be paid for the aforegoing conveyance, including the amount of any mortgage or deed of trust assumed by the grantee, is in the sum total of $-0-."

WITNESS:

Naomi C. Mills
Naomi C. Mills, Affiant

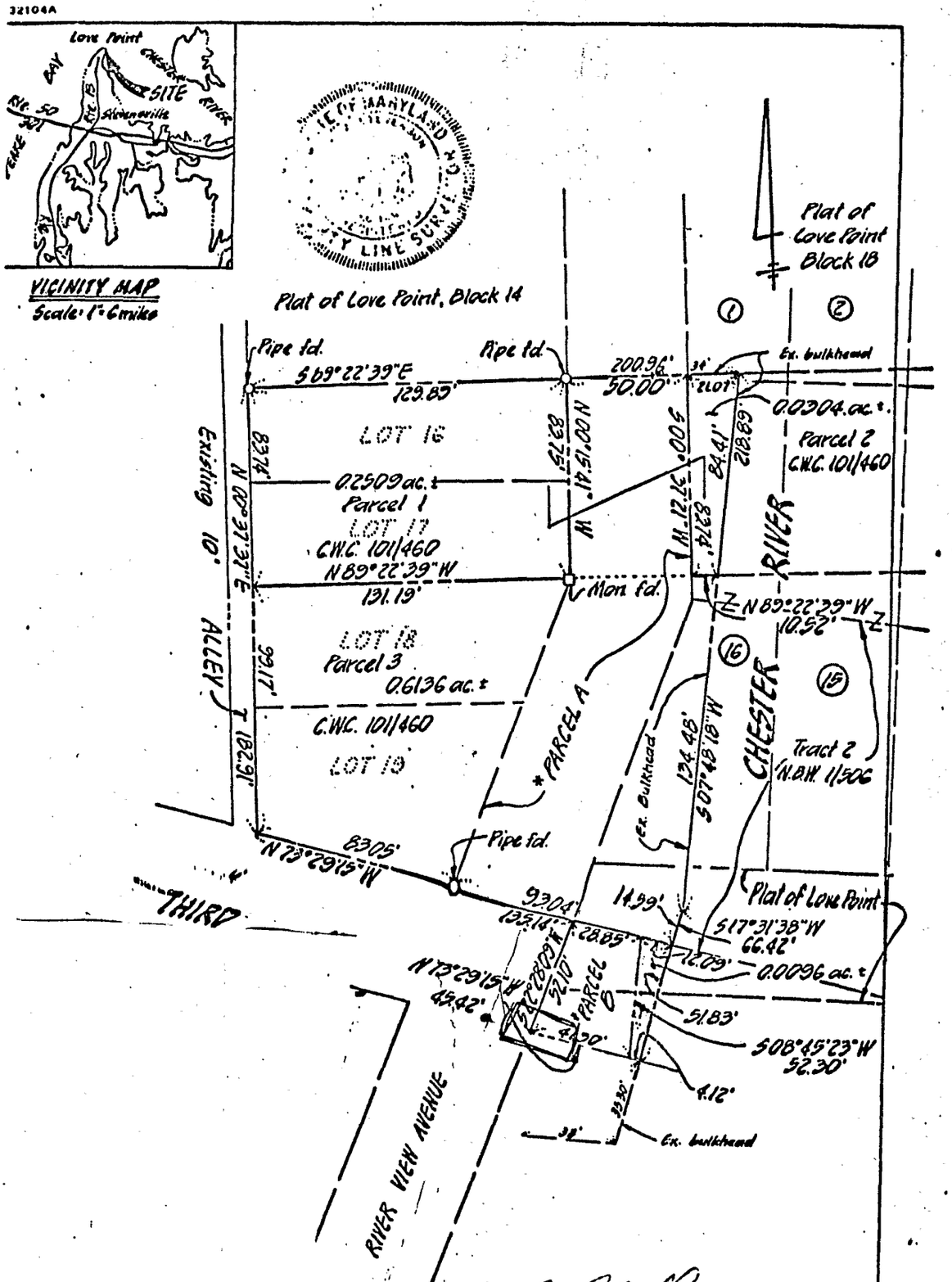
NO TITLE EXAMINATION

TAXES LEVIED AS OF 4/3/85
PAID TO Dec 31/1985
Wm. W. Talbert

RECEIVED FOR TRANSFER
This 3 Day of April 1985
Fortune C. Cook Clerk

32104A

VICINITY MAP
Scale: 1" = 6 miles



Carl A. Stevenson 3/25/85
Carl A. Stevenson P.L.S. 149 Date

RONALD W. JOHNSON ASSOCIATES, INC.
nsulting Engineers, Planners and Surveyors
111 Chinquapin Round Road
Annapolis, MD 21401
269-1315

MILLS PROPERTY
AT LOVE POINT
4th Election District
Queen Anne's County, Maryland
Scale: 1" = 50' March, 1985

18 575 Plaintiff's Exhibit No. 3

NAOMI C. MILLS

VS.

THE LOVE POINT LAND AND IMPROVEMENT COMPANY OF CAROLINE COUNTY, INC., ETC.

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

IN EQUITY.

NO. 6594

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

DECREE

The above cause standing ready for hearing and being submitted without argument, the Bill of Complaint, Decree Pro Confesso, Testimony and all other proceedings having been read and considered;

It is thereupon, this 23rd day of December, 1981, by the Circuit Court for Queen Anne's County, In Equity, and by the authority of said Court, ADJUDGED, ORDERED and DECREED:

That Naomi C. Mills, her heirs and assigns, have absolute ownership and a perfect right to the disposition of the real estate situate in Queen Anne's County mentioned in these proceedings, in the Bill of Complaint, as against The Love Point Land and Improvement Company of Caroline County, Inc., a Maryland Corporation which ceased to exist more than 50 years from this date, any successors in interest in the assets of said corporation, and to all other persons unknown claiming any, right, title, estate, lien or interest in the subject property of this Complaint and that The Love Point Land and Improvement Company of Caroline County, Inc. and any successors in interest in the assets of said Corporation, and to all other persons unknown claiming any, right, title, estate, lien or interest in the subject property of this complaint are hereby enjoined and restrained from asserting any claim to the aforesaid real estate by any action at law, equity or otherwise.

That the real estate mentioned in these proceedings in the Bill of Complaint are described as follows:

Parcel "A"--Beginning at an iron pipe on the northern right of way line of Third Street and thence running with the old right of way line of River View Avenue, N 23° 30' 15" E 132.40' to a concrete monument, thence N 00° 41' 34" W 83.66' to a point; thence S 89° 00' 00" E 50.00' to a point on the eastern right of way line of River View Avenue thence S 01° 00' 00" W 104.00' to a point, thence S 23° 30' 15" W 125.40' to a point on the right of way line of both the north side of Third Street and the east side of River View Avenue,

For further reference see Chancery # 6594 in CC QA CO entitled.

LIBER 12 PAGE 351

thence N 73° 30' 15" W 52.10' to the place of beginning. Containing 0.258 acres ±.

Parcel "B"--Beginning at a point on the north side of the right of way line of Third Street and also the east right of way line of River View Avenue and thence, S 73° 30' 15" E 27.90' to the mean high water line of the Chester River and thence with the mean high water line S 08° 44' 23" W 52.19' to a point, thence N 73° 30' 15" W 41.30' to a point on the east rights of way line of River View Avenue and thence N 23° 30' 15" E 52.10' to the place of beginning. Containing 0.041 acres ±. As surveyed by Watson & Son, October, 1979.

Carlton C. Carter

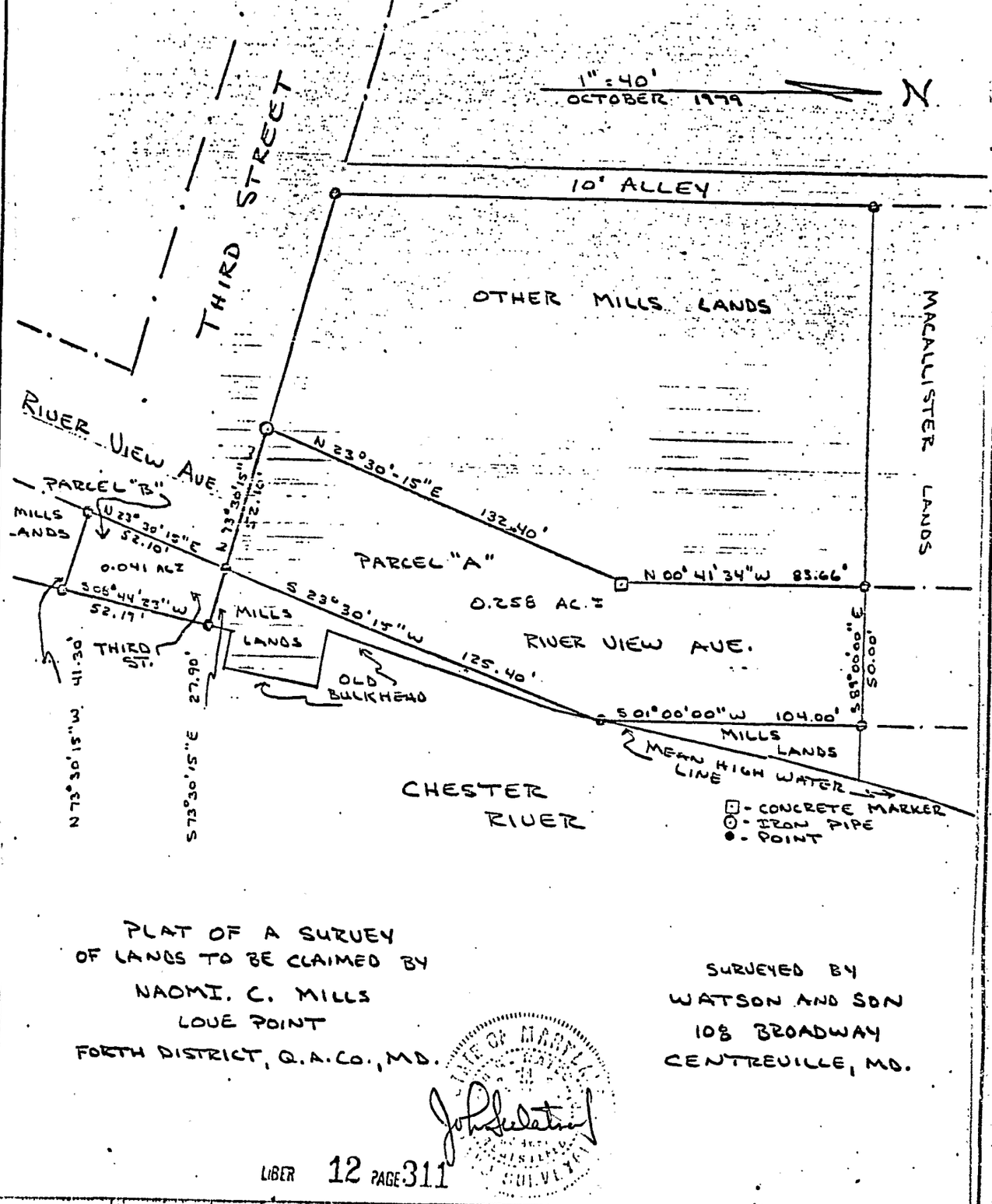
JUDGE

CLERK'S OFFICE

1981 DEC 23 PM 3:58

QUEEN ANNE'S COUNTY

18 Folio 577 Plaintiff's Exhibit No. 4



PLAT OF A SURVEY
OF LANDS TO BE CLAIMED BY
NAOMI. C. MILLS
LOVE POINT
FORTH DISTRICT, Q.A.Co., MD.

SURVEYED BY
WATSON AND SON
108 BROADWAY
CENTREVILLE, MD.

STATE OF MARYLAND
REGISTERED
SURVEYOR

LIBER 12 PAGE 311

LIBER 18 FOLIO 578

WATSON and SON
LAND SURVEYING
108 BROADWAY
CENTREVILLE, MARYLAND 21617
(301) 758-1612

LEGAL DESCRIPTION

LANDS TO BE CLAIMED BY NAOMI MILLS

PARCEL "A"

BEGINNING AT AN IRON PIPE ON THE NORTHERN RIGHT OF WAY LINE OF THIRD ST. AND THENCE RUNNING WITH THE OLD RIGHT OF WAY LINE OF RIVER VIEW AVE., N 23°30'15" E 132.40' TO A CONCRETE MONUMENT, THENCE N 00° 41' 34" W 83.66' TO A POINT; THENCE S 89°00'00" E 50.00' TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF RIVER VIEW AVE. THENCE S 01°00'00" W 104.00' TO A POINT, THENCE S 23° 30' 15" W 125.40' TO A POINT ON THE RIGHT OF WAY LINE OF BOTH THE NORTH SIDE OF THIRD ST. AND THE EAST SIDE OF RIVER VIEW AVE., THENCE N 73° 30' 15" W 52.10' TO THE PLACE OF BEGINNING. CONTAINING 0.258 ACRES ±.

PARCEL "B"

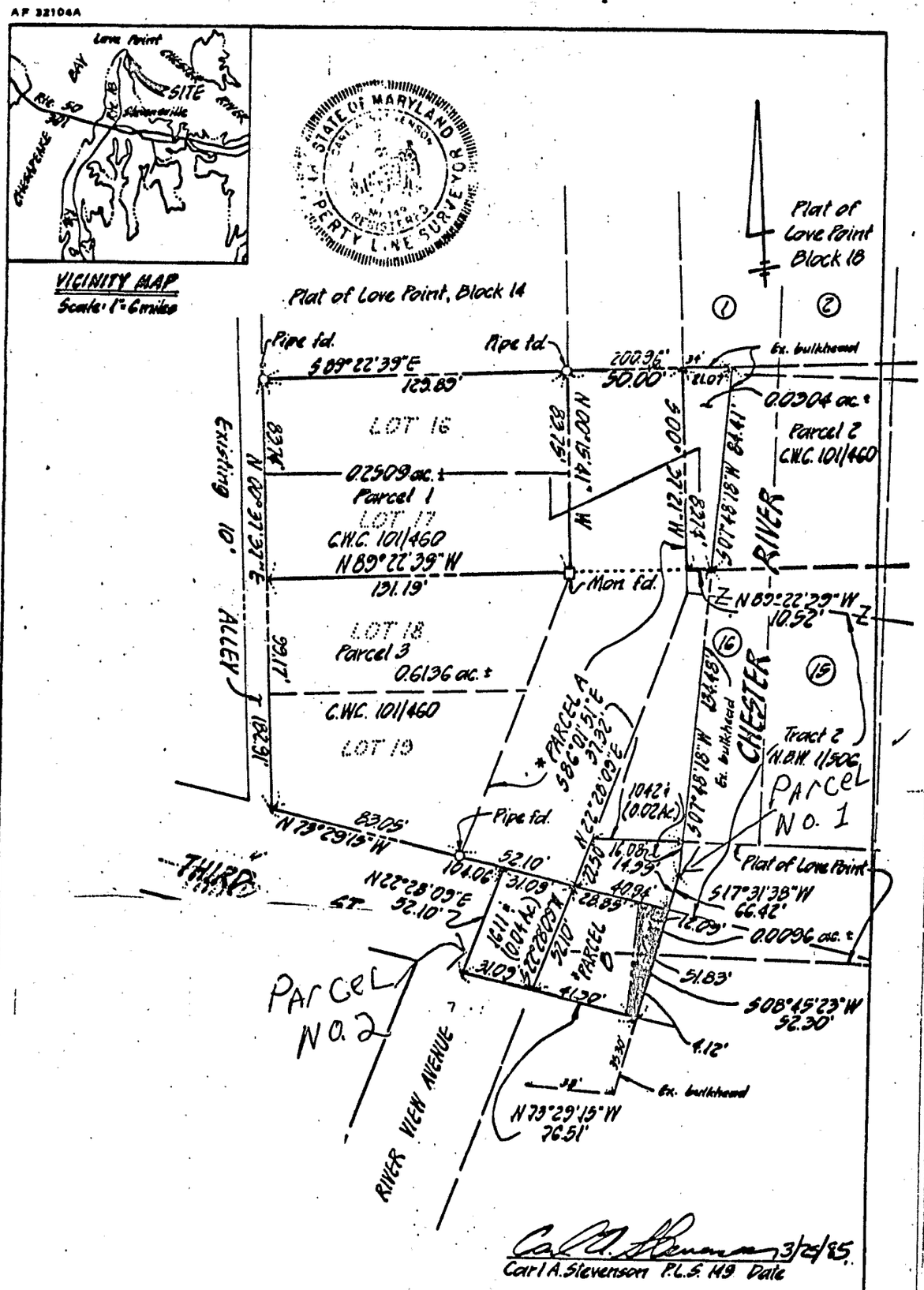
BEGINNING AT A POINT ON THE NORTH SIDE OF THE RIGHT OF WAY LINE OF THIRD ST. AND

WATSON and SON
LAND SURVEYING
108 BROADWAY
CENTREVILLE, MARYLAND 21617
(301) 758-1612

ALSO THE EAST RIGHT OF WAY LINE OF RIVER VIEW AVE. AND THENCE, S 73°30'15" E 27.90' TO THE MEAN HIGH WATER LINE OF THE CHESTER RIVER AND THENCE WITH THE M.H.W.L. S 08°44'23"W 52.19' TO A POINT, THENCE N 73°30'15"W 41.30' TO A POINT ON THE EAST RIGHT OF WAY LINE OF RIVER VIEW AVE. AND THENCE, N 23°30'15" E 52.10' TO THE PLACE OF BEGINNING. CONTAINING 0.041 ACRES ± . AS SURVEYED BY WATSON & SON, OCTOBER 1979.

Plaintiff's Exhibit No. 5

AF 32104A

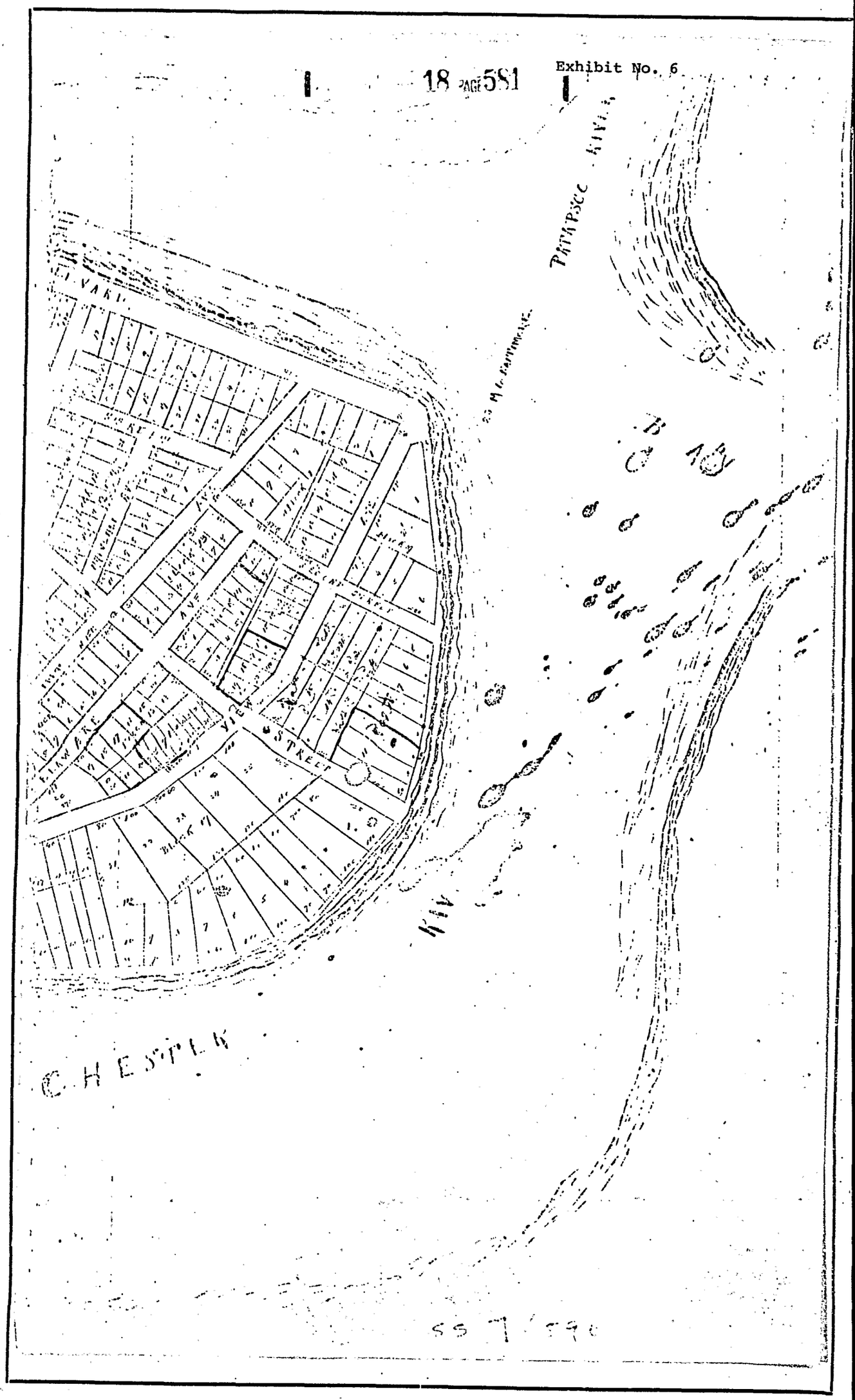


Carl A. Stevenson 3/25/85
Carl A. Stevenson P.L.S. 149 Date

RONALD W. JOHNSON ASSOCIATES, INC.
Consulting Engineers, Planners and Surveyors
111 Chinquapin Round Road
Annapolis, MD 21401
269-1315

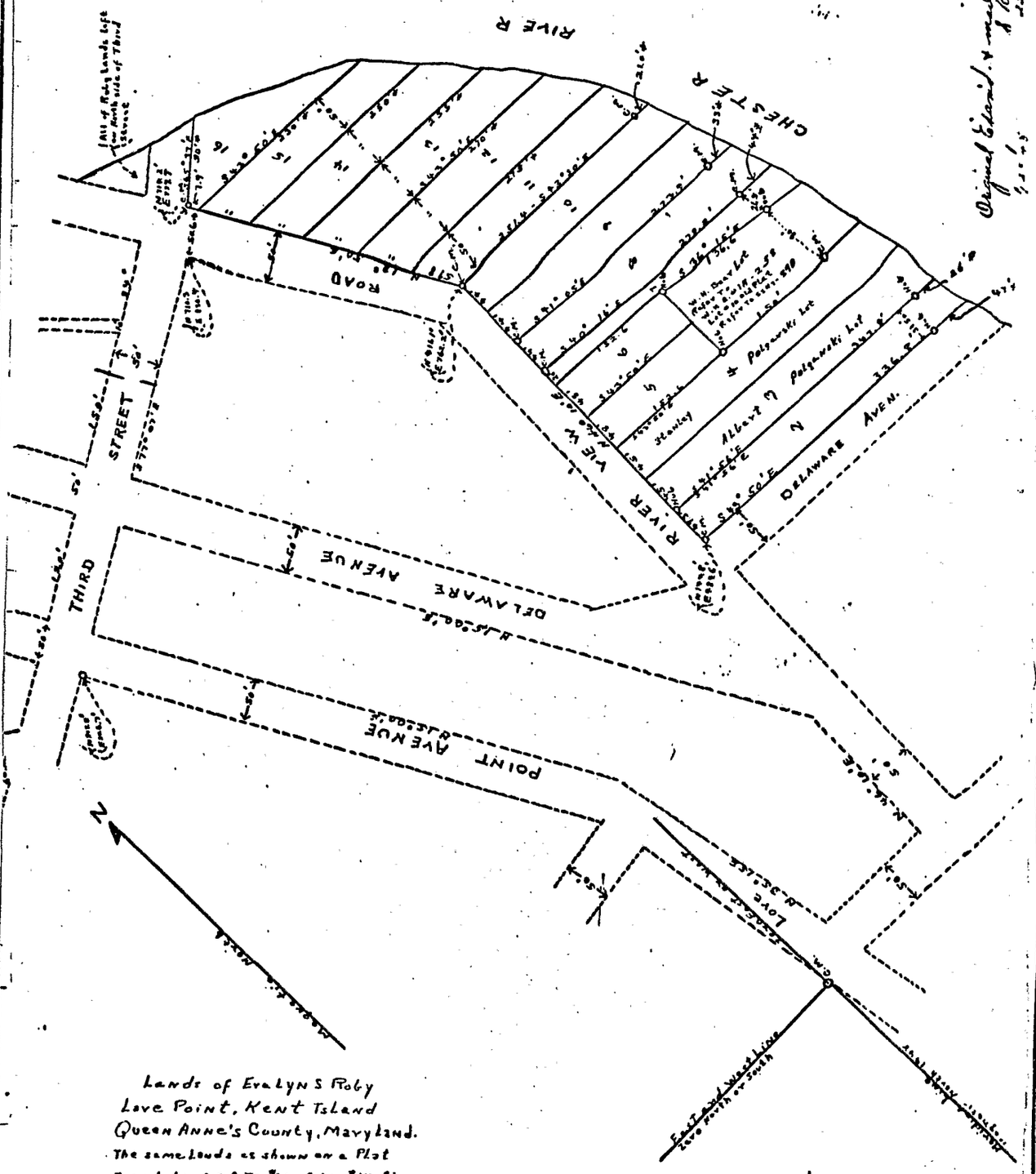
MILLS PROPERTY
AT LOVE POINT
4th Election District
Queen Anne's County, Maryland
Scale: 1" = 50' March, 1989

Exhibit No. 6



N.B.4 No. 1 18 582 Plaintiff's Exhibit No. 7

#26,743. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on this Sixth day of July, in the year nineteen hundred and forty eight, the following Plat was brought to be recorded, to wit:-



Lands of Evalyn S Roby
Love Point, Kent Island
Queen Anne's County, Maryland.
The same Lands as shown on a Plat Recorded in A.S.G. Jr. #10 - Folio #14 Also Block #17 excluding Lot #10 as shown on a plat of Love Point and recorded in SS#7 - Folio 590-591
Scale: 1" = 100'
Survey and Plat by J.B. Metcalfe Registered Land surveyor of the State of Maryland #667, April - 1948

JM Metcalfe

Note Due To previous faulty surveys Lot #1 has been excluded

JMM

The requirements of Section 72A, 72B, 72C. of Article 17 of the Annotated code of Maryland 1939 Edition (title: Clerks of Court, sub-Title: Clerks of Circuit Courts) as far as They relate To The making of this plat and setting of the markers. Have been complied with.

Evalyn S. Roby
Owner of the Lands shown here

18 AGR 583

KENNETH R. MILLS
6507 Meadow Tract Drive
Spring, Texas 77389

and

NAOMI C. MILLS
Love Point
Stevensville, Maryland 21666

vs.

THE LOVE POINT LAND AND IMPROVEMENT COMPANY OF CAROLINE COUNTY, INC., a Maryland corporation which cease to exist more than fifty (50) years from this date, any successors and interests in the assets of said corporation, and to all other persons having or claiming to have any interest, right, title, stay, lien in the real property described in the Complaint adverse to the Plaintiff's ownership or any cloud upon Plaintiff's title thereto
ADDRESS IS UNKNOWN
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION CV 85-00432

AFFIDAVIT

State of Texas, County or City of Houston, ,TO WIT:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the State of Texas, in and for the County or City of Houston, personally appeared Kenneth R. Mills, one of the Plaintiff's in the above captioned case, and she did make oath in due form of law that to the best of his knowledge, information and belief all known Defendants have been listed in the captioning of his Complaint to Quiet Title, however, in order to notify the community at large and any one else having or claiming to have any interest in the subject property, service by posting the subject property as provided for in Maryland Rule 2-122 (a) (3) is necessary.

Kenneth R. Mills
KENNETH R. MILLS, Plaintiff

SUBSCRIBED AND SWORN TO BEFORE ME, this 2 day of October, 1985.

Valerie Borja
NOTARY PUBLIC

My Commission Expires:
4-22-89

RECEIVED
CLERK, CIRCUIT COURT
1985 OCT 18 PM 3:30
QUEEN ANNE'S COUNTY

18 584

KENNETH R. MILLS
6507 Meadow Tract Drive
Spring, Texas 77389

and

NAOMI C. MILLS
Love Point
Stevensville, Maryland 21666

vs.

THE LOVE POINT LAND AND IMPROVEMENT COMPANY OF CAROLINE COUNTY, INC., a Maryland corporation which cease to exist more than fifty (50) years from this date, any successors and interests in the assets of said corporation, and to all other persons having or claiming to have any interest, right, title, stay, lien in the real property described in the Complaint adverse to the Plaintiff's ownership or any cloud upon Plaintiff's title thereto
ADDRESS IS UNKNOWN
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION CU 85-00432

AFFIDAVIT

State of Maryland, County or City of QUEEN ANNES, TO WIT:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the State of Maryland, in and for the County or City of QUEEN ANNES, personally appeared Naomi C. Mills, one of the Plaintiff's in the above captioned case, and she did make oath in due form of law that to the best of her knowledge, information and belief all known Defendants have been listed in the captioning of his Complaint to Quiet Title, however, in order to notify the community at large and any one else having or claiming to have any interest in the subject property, service by posting the subject property as provided for in Maryland Rule 2-122 (a) (3) is necessary.

Naomi C. Mills
NAOMI C. MILLS, Plaintiff

SUBSCRIBED AND SWORN TO BEFORE ME, this 23 day of SEPTEMBER, 1985.

RECEIVED
CLERK CIRCUIT COURT
1985 OCT 18 PM 3:30
QUEEN ANNE'S COUNTY

Lorraine Aaron
NOTARY PUBLIC
My Commission Expires: July 1, 1986

18 585

KENNETH R. MILLS
6507 Meadow Trace Drive
Spring, Texas 77389

and

NAOMI C. MILLS
Love Point
Stevensville, Maryland 21666
Plaintiffs

vs.

THE LOVEPOINT LAND AND IMPROVEMENT COMPANY OF CAROLINE COUNTY, INC., a Maryland corporation which cease to exist more than fifty (50) years from this date, any successors and interests in the assets of said corporation, and to all other persons having or claiming to have any interest, right,title, stay, lein in the real property described in the Complaint adverse to the Plaintiff's ownership or any cloud upon Plaintiff's title thereto
ADDRESS IS UNKOWN
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. CV 85-00432

MOTION FOR SERVICE BY POSTING

Kenneth R. Mills, and Naomi C.Mills, Plaintiff's, by David Weston Gregory, their attorney, pursuant to Maryland Rule 2-122, requests that this court permit service by posting a copy of an Order of Posting upon the subject lands. Grounds of the Motion are as follows:

1. The only known defendants are listed as the defendant's in the captioning of this case.

2. In order to properly notify the above captioned defendants of the pendency of this action and to notify any persons claiming through said defendants and the community at large, service by posting the subject properties is required.

David Weston Gregory
115 Lawyers Row
Centreville, MD 21617
758-0680
Attorney for Plaintiff

RECEIVED
CLERK, CIRCUIT COURT
1985 OCT 18 PM 3:31
QUEEN ANNE'S COUNTY

18 AM 586

ORDER

ORDERED this 23rd day of October, 1985, that reasonable efforts have been made to locate the defendants referred to in this Complaint, and that said efforts have been made in good faith, that service of process upon the defendants listed in the caption in this Complaint may be made upon said defendants by posting a copy of the Notice upon the subject lands pursuant to Maryland Rule 2-122 and service by mailing is not required.

Clayton C Carter
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1985 OCT 23 PM 2:51
QUEEN ANNE'S COUNTY

KENNETH R. MILLS
6507 Meadow Trace Drive
Spring, Texas 77389

and

NAOMI C. MILLS
Love Point
Stevensville, Maryland 21666
Plaintiffs

vs.

THE LOVEPOINT LAND AND IMPROVEMENT COMPANY OF CAROLINE COUNTY, INC., a Maryland corporation which cease to exist more than fifty (50) years from this date, any successors and interests in the assets of said corporation, and to all other persons having or claiming to have any interest, right, title, stay, lein in the real property described in the Complaint adverse to the Plaintiff's ownership or any cloud upon Plainitff's title thereto
ADDRESS IS UNKNOWN
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. CV-85-00432

NOTICE

ORDERED by the Circuit Court for Queen Anne's County; this 25th day of October, 1985,

That the defendants and all other persons having or claiming to have an interest in the two parcels of land described in the Complaint filed herein and also known as .02 acres of land and .04 acres of land located east of the easterly terminus of Third Street, Love Point, 4th Election District of Queen Anne's County, Maryland, are hereby notified that Kenneth R. Mills and Naomi C. Mills have filed a Complaint alleging ownership of said property under color of title and claim of right and constructive, peaceable, open, exclusive, hostile, visible, notorious and continuous possession thereof for more than twenty (20) years, and

have requested the Court to Quiet Title to the above described parcels and remove any cloud therefrom, and further relief.

THE LOVEPOINT LAND AND IMPROVEMENT COMPANY OF CAROLINE COUNTY, INC., A MARYLAND CORPORATION WHICH CEASE TO EXIST MORE THAN FIFTY (50) YEARS FROM THIS DATE, ANY SUCCESSORS AND INTERESTS IN THE ASSETS OF SAID CORPORATION, AND TO ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST, RIGHT, TITLE, STAY, LEIN IN THE REAL PROPERTY DESCRIBED IN THE COMPLAINT, SAID PARCELS CONTAINING .02 ACRES AND .04 RESPECTIVELY AND LOCATED EAST OF THE ACTUAL EASTERLY TERMINUS OF THIRD STREET, LOVE POINT, FOURTH ELECTION DISTRICT, OF QUEEN ANNE'S COUNTY, ARE HEREBY WARNED THAT THEY ARE TO FILE A RESPONSE TO THIS PROCEEDING ON OR BEFORE THE 2nd DAY OF December, 1985, AND THAT FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN THE JUDGEMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT.

Marguerite H. Franklin
CLERK

Filed: October 25, 1985

Sheriff's copy

18 589

KENNETH R. MILLS
6507 Meadow Trace Drive
Spring, Texas 77389

and

NAOMI C. MILLS
Love Point
Stevensville, Maryland 21666
Plaintiffs

vs.

THE LOVEPOINT LAND AND IMPROVEMENT COMPANY OF CAROLINE COUNTY, INC., a Maryland corporation which cease to exist more than fifty (50) years from this date, any successors and interests in the assets of said corporation, and to all other persons having or claiming to have any interest, right, title, stay, lein in the real property described in the Complaint adverse to the Plaintiff's ownership or any cloud upon Plainitff's title thereto
ADDRESS IS UNKNOWN
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. CV-85-00432

NOTICE

ORDERED by the Circuit Court for Queen Anne's County; this 25th day of October, 1985,

That the defendants and all other persons having or claiming to have an interest in the two parcels of land described in the Complaint filed herein and also known as .02 acres of land and .04 acres of land located east of the easterly terminus of Third Street, Love Point, 4th Election District of Queen Anne's County, Maryland, are hereby notified that Kenneth R. Mills and Naomi C. Mills have filed a Complaint alleging ownership of said property under color of title and claim of right and constructive, peaceable, open, exclusive, hostile, visible, notorious and continuous possession thereof for more than twenty (20) years, and

have requested the Court to Quiet Title to the above described parcels and remove any cloud therefrom, and further relief.

THE LOVEPOINT LAND AND IMPROVEMENT COMPANY OF CAROLINE COUNTY, INC., A MARYLAND CORPORATION WHICH CEASE TO EXIST MORE THAN FIFTY (50) YEARS FROM THIS DATE, ANY SUCCESSORS AND INTERESTS IN THE ASSETS OF SAID CORPORATION, AND TO ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST, RIGHT, TITLE, STAY, LEIN IN THE REAL PROPERTY DESCRIBED IN THE COMPLAINT, SAID PARCELS CONTAINING .02 ACRES AND .04 RESPECTIVELY AND LOCATED EAST OF THE ACTUAL EASTERLY TERMINUS OF THIRD STREET, LOVE POINT, FOURTH ELECTION DISTRICT, OF QUEEN ANNE'S COUNTY, ARE HEREBY WARNED THAT THEY ARE TO FILE A RESPONSE TO THIS PROCEEDING ON OR BEFORE THE 2nd DAY OF December, 1985, AND THAT FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN THE JUDGEMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT.

MARGUERITE W. MANKIN
CLERK

Filed: October 25, 1985

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

18 PAGE 591

I, Melville Sewell, Sheriff of Queen Anne's County, Maryland, hereby certify that on the 25th day of October, 1985, I posted a copy of the Order filed herein on a bulletin board in the immediate vicinity of the Queen Anne's County Court House.

Melville L. Sewell, Sheriff

RECEIVED
CLERK, CIRCUIT COURT
1985 NOV -4 AM 10:47
QUEEN ANNE'S COUNTY

18 PAGE 502

KENNETH R. MILLS
6507 Meadow Trace Drive
Spring, Texas 77389

and

NAOMI C. MILLS
Love Point
Stevensville, Maryland 21666
Plaintiffs

vs.

THE LOVEPOINT LAND AND IMPROVEMENT COMPANY OF CAROLINE COUNTY, INC., a Maryland corporation which cease to exist more than fifty (50) years from this date, any successors and interests in the assets of said corporation, and to all other persons having or claiming to have any interest, right, title, stay, lein in the real property described in the Complaint adverse to the Plaintiff's ownership or any cloud upon Plainitff's title thereto
ADDRESS IS UNKNOWN
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. CV-85-00432

LINE TO CLERK

Madam Clerk:

Please re-issue the enclosed Notice for posting pursuant to Maryland Rule 2-122 a (3), as the previous Notice for Posting filed in this cause was inadvertently, and incorrectly posted on the Court House Bulletin Board by the Sheriff's Department.

DAVID WESTON GREGORY
115 Lawyers Row
Centreville, Maryland 21617
301-758-0680
Attorney for Plaintiffs

RECEIVED
CLERK, CIRCUIT COURT
1985 NOV 12 AM 9:12
QUEEN ANNE'S COUNTY

18 pg 503

KENNETH R. MILLS
6507 Meadow Trace Drive
Spring, Texas 77389

and

NAOMI C. MILLS
Love Point
Stevensville, Maryland 21666
Plaintiffs

vs.

THE LOVEPOINT LAND AND IMPROVEMENT COMPANY OF CAROLINE COUNTY, INC., a Maryland corporation which cease to exist more than fifty (50) years from this date, any successors and interests in the assets of said corporation, and to all other persons having or claiming to have any interest, right, title, stay, lein in the real property described in the Complaint adverse to the Plaintiff's ownership or any cloud upon Plainitff's title thereto
ADDRESS IS UNKNOWN
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. CV-85-00432

NOTICE

ORDERED by the Circuit Court for Queen Anne's County: this 12th day of November, 1985,

That the defendants and all other persons having or claiming to have an interest in the two parcels of land described in the Complaint filed herein and also known as .02 acres of land and .04 acres of land located east of the easterly terminus of Third Street, Love Point, 4th Election District of Queen Anne's County, Maryland, are hereby notified that Kenneth R. Mills and Naomi C. Mills have filed a Complaint alleging ownership of said property under color of title and claim of right and constructive, peaceable, open, exclusive, hostile, visible, notorious and continuous possession thereof for more than twenty (20) years, and

have requested the Court to Quiet Title to the above described parcels and remove any cloud therefrom, and further relief.

THE LOVEPOINT LAND AND IMPROVEMENT COMPANY OF CAROLINE COUNTY, INC., A MARYLAND CORPORATION WHICH CEASE TO EXIST MORE THAN FIFTY (50) YEARS FROM THIS DATE, ANY SUCCESSORS AND INTERESTS IN THE ASSETS OF SAID CORPORATION, AND TO ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST, RIGHT, TITLE, STAY, LEIN IN THE REAL PROPERTY DESCRIBED IN THE COMPLAINT, SAID PARCELS CONTAINING .02 ACRES AND .04 RESPECTIVELY AND LOCATED EAST OF THE ACTUAL EASTERLY TERMINUS OF THIRD STREET, LOVE POINT, FOURTH ELECTION DISTRICT, OF QUEEN ANNE'S COUNTY, ARE HEREBY WARNED THAT THEY ARE TO FILE A RESPONSE TO THIS PROCEEDING ON OR BEFORE THE 20th DAY OF December, 1985, AND THAT FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN THE JUDGEMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT.

Marguerite H. Mankin
CLERK

Filed: November 12, 1985

KENNETH R. MILLS
6507 Meadow Trace Drive
Spring, Texas 77389

and

NAOMI C. MILLS
Love Point
Stevensville, Maryland 21666
Plaintiffs

vs.

THE LOVEPOINT LAND AND IMPROVEMENT COMPANY OF CAROLINE COUNTY, INC., a Maryland corporation which cease to exist more than fifty (50) years from this date, any successors and interests in the assets of said corporation, and to all other persons having or claiming to have any interest, right, title, stay, lein in the real property described in the Complaint adverse to the Plaintiff's ownership or any cloud upon Plainitff's title thereto
ADDRESS IS UNKNOWN
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. CV-85-00432

REQUEST FOR ORDER OF DEFAULT

Kenneth R. Mills and Naomi C. Mills, Plaintiffs, by David Weston Gregory, their attorney, request this Court enter an Order of Default against the Defendants listed on Plaintiff's Complaint to Quiet Title, and in support thereof states:

1) The time for pleading by Defendants under the Maryland Rules has expired;

2) Defendants have failed to plead as provided under the Maryland Rules;

3) That on November 12, 1985, this Honorable Court signed an Order for Service of Process upon the above mentioned Defendants by posting a copy of the Notice upon the subject lands pursuant to Maryland

1985 DEC 27 PM 4:21
QUEEN ANNE'S COUNTY

Rule 2-122; said Notice was posted upon the subject lands in a conspicious place thereon by Sheriff Melville Sewell of the Queen Anne's County Sheriff's Department on the 20th day of November, 1985. Said Notice required the above mentioned Defendants to file a response to this proceeding on or before the 20th day of December, 1985.

WHEREFORE, your Plaintiffs pray this Honorable Court enter an Order of Default against Defendants.

DAVID WESTON GREGORY
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0680
Attorney for Plaintiff

18 4a 597

KENNETH R. MILLS
6507 Meadow Traee Drive
Spring, Texas 77389

and

NAOMI C. MILLS
Love Point
Stevensville, Maryland 21666
Plaintiffs

vs.

THE LOVEPOINT LAND AND IMPROVEMENT COMPANY OF CAROLINE COUNTY, INC., a Maryland eorporation whieh eease to exist more than fifty (50) years from this date, any suecessors and interests in the assets of said corporation, and to all other persons having or elaiming to have any interest, right, title, stay, lein in the real property described in the Complaint adverse to the Plaintiff's ownership or any cloud upon Plainitff's title thereto
ADDRESS IS UNKNOWN
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. CV-85-00432

CERTIFICATE OF POSTING

I HEREBY CERTIFY, that on the 20th day of November, 1985, I, Sheriff Melville Sewell, of the Queen Anne's County Sheriff's Department did post eopies of the attached Notice in conspicious places on the real property described therein pursuant to the Maryland Rules of Procedure; and furthermore the said Notices were physically posted so that they could be seen from Third Street, Love Point, Stevensville, Maryland.

MELVILLE SEWELL, Sheriff

1986 JAN -2 PM 3:11

QUEEN ANNE'S COUNTY

18 JAR 598

KENNETH R. MILLS
6507 Meadow Trace Drive
Spring, Texas 77389

and

NAOMI C. MILLS
Love Point
Stevensville, Maryland 21666
Plaintiffs

vs.

THE LOVEPOINT LAND AND IMPROVEMENT COMPANY OF CAROLINE COUNTY, INC., a Maryland corporation which cease to exist more than fifty (50) years from this date, any successors and interests in the assets of said corporation, and to all other persons having or claiming to have any interest, right, title, stay, lein in the real property described in the Complaint adverse to the Plaintiff's ownership or any cloud upon Plainitff's title thereto
ADDRESS IS UNKNOWN
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. CV-85-00432

ORDER OF DEFAULT

The Defendants, The Love Point Land And Improvement Company of Caroline County, Inc., et.al., having been duly summonsed to answer to the Complaint filed in this cause and having failed to plead within the time provided by a Notice posted on the subject property, and the Plaintiffs having requested in writing an Order for Default, it is

ORDERED, this 6th day of January, 1986, by the Court, that:

1986 JAN -6 PM 3:08
QUEEN ANNE'S COUNTY

1. An Order of Default shall be entered against the Defendants in favor of the Plaintiffs for the relief requested in Plaintiffs' Complaint.

2. Compliance by the Clerk with Rule 2-613 (b) is not required because there are no known Defendants to inform.

3. If no motion to vacate this order of default is filed within 30 days after its entry, the Plaintiff shall present a written Judgment by Default granting the relief requested in the Complaint with exhibits.

Judge

Distribution:
Original - Court File
Photocopy:
David Weston Gregory, Esq.

18 MSE 660

KENNETH R. MILLS
6507 Meadow Trace Drive
Spring, Texas 77389

and

NAOMI C. MILLS
Love Point
Stevensville, Maryland
21666
Plaintiffs

vs.

THE LOVE POINT LAND IMPROVEMENT COMPANY OF CAROLINE COUNTY, INC., a Maryland corporation which cease to exist more than fifty (50) years from this date, any successors and interests in the assets of said corporation, and to all other persons having or claiming to have any interest, right, title, stay, lien in the real property described in the Complaint adverse to the Plaintiff's ownership or any cloud upon Plaintiff's title thereto
ADDRESS IS UNKNOWN
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO.

CV85-00432

JUDGMENT BY DEFAULT

This Cause, standing ready for an Order, the Court having read and considered the Complaint, and the Exhibits attached thereto, and the neglect of the Defendants to file an Answer herein and the passage of the Order of Default against them constituting an admission of the truth of each and every allegation of the Complaint; the Court is satisfied that it has jurisdiction to enter judgment and that notice by the Clerk is unnecessary because the Defendants are unknown, whereupon the Court finds that the Plaintiffs are entitled to a judgment by default for the relief requested in the Complaint against The Love Point Land Improvement Company of Caroline County, Inc., a Maryland corporation which cease to exist more than fifty (50) years from this date, any successors and interests in the assets of said corporation, and to all other persons having or claiming to have any interest, right, title, stay, lien in the real

CLERK'S COURT
1986 JAN 23 PM 4:14
QUEEN ANNE'S COUNTY

property described in the Complaint adverse to the Plaintiff's ownership or any cloud upon Plaintiff's title thereto, who have, in effect, admitted to the allegations in the Complaint and there is no need to conduct a hearing thereon.

IT IS, this 23rd day of January, 1986, by the Circuit Court for Queen Anne's County, ORDERED, that judgment by default be entered as follows:

1. Kenneth R. Mills and Naomi C. Mills are the absolute owners, with the right of disposition, of the properties described as Parcels No. 1 and 2 in Exhibit No. 5 of the Complaint filed herein, with the right to quietly enjoy the same, without any cloud thereon.

2. The Defendants, The Love Point Land Improvement Company of Caroline County, Inc., a Maryland corporation which cease to exist more than fifty (50) years from this date, any successors and interests in the assets of said corporation, and to all other persons having or claiming to have any interest, right, title, stay, lien in the real property described in the Complaint adverse to the Plaintiff's ownership of any cloud upon Plaintiff's title thereto, are enjoined from asserting any action at law or otherwise against the property described as Parcels No. 1 and 2 in Exhibit No. 5 of the Complaint filed herein.

3. Plaintiffs shall pay the cost of this Proceeding.

Clayton C. Carter

JUDGE

JOHN "JACK" SMITH	*	IN THE CIRCUIT COURT
Plaintiff	*	OF MARYLAND
vs.	*	FOR
ALFRED J. BRADLEY and SONIA M. BRADLEY, his wife	*	QUEEN ANNE'S COUNTY
and	*	CIVIL NO. 84-00099
SHEILA M. CALLAHAN	*	
Defendants	*	

* * * * * * * * *

LINE TO RECORD IN EXTENSO

Madam Clerk:

Please Record In Extenso the following documents in the judgment records and index in Queen Anne's County, relating to the above-captioned civil action:

a) The Consent Judgment of March 31, 1986;
b) The Deed, dated March 7, 1986, incorporated into the Judgment; and,
c) The Survey and Plat by Watson and Son, dated January 24, 1986, incorporated into the Judgment.

Leonard A. Sandler, Esquire
Legal Aid Bureau, Inc.
P. O. Box 298
Centreville, Maryland 21617
PHONE: 301-758-2543

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT ON THIS 3rd day of April, 1986, a copy of the aforegoing Line to Record in Extenso was mailed, first class, postage prepaid to Walter Litvinuck, P. O. Box F, Chester, Maryland 21619, Attorney for Defendants.

Leonard A. Sandler, Esquire

CLERK CIRCUIT COURT
1986 APR -7 AM 10: 23
QUEEN ANNE'S COUNTY

18 603

JOHN "JACK" SMITH	*	IN THE CIRCUIT COURT
Plaintiff	*	OF MARYLAND
vs.	*	FOR
ALFRED J. BRADLEY and SONIA M. BRADLEY, his wife	*	QUEEN ANNE'S COUNTY
AND	*	CIVIL NO. 84-00099
SHEILA M. CALLAHAN	*	
Defendants	*	

* * * * * * * * * *

CONSENT JUDGMENT

WHEREAS, THE PLAINTIFF, JOHN "JACK" SMITH, filed a Bill of Complaint for Specific Performance of a Contract, dated April 3, 1971, to compel the Defendants, Alfred J. Bradley and Sonia M. Bradley, his wife, and Sheila M. Callahan, to convey title by deed to the "Lower Lot" (hereinafter described) of the property owned in fee simple by the Defendants Bradley and Defendant Callahan as tenants in common, situate in the Town of Queenstown, Fifth Election District of Queen Anne's County, Maryland, ownership in the Defendants being by Deeds; Liber T.S.P. No. 70, Folio 26 and Liber C.W.C. No 104, Page 202 in and among the Land Records of Queen Anne's County, Maryland.

WHEREAS, THE PLAINTIFF AND DEFENDANTS request that a Consent Judgment be entered in the above-captioned case on the following terms to ratify the conveyance and sale of April 3, 1971, the

Plaintiff having paid good and valuable consideration for the "Lower Lot":

1) The Defendants, Alfred J. Bradley and Sonia M. Bradley, his wife, and Sheila M. Callahan, (hereinafter Defendants) shall convey by deed to Plaintiff, John "Jack" Smith, all their right, title and interest in the below described "Lower Lot" to hold during the natural life of John "Jack" Smith and no longer, with the remainder to the Defendant, Sheila M. Callahan.

a) The "Lower Lot" is ALL that lot or parcel of land situate, lying and being in the Town of Queenstown, Fifth Election District of Queen Anne's County, State of Maryland and more particularly described by metes and bounds and courses and distances according to a survey and plat by Watson and Son, professional land surveyors, dated January 24, 1986, to wit:

. BEGINNING at a concrete marker on the North East side of Center Street at the junction of these lands with lands of Crouch (MWM 184/221) then the following:

1) N 39° 48'17" W - 82.85 feet with Center Street to a point;

2) N 65° 16'07" E - 71.19 feet with other Grantor lands to a point;

3) N 65° 11'07" E - 42.56 feet with other Grantor lands to a point;

4) N 38° 44'29" E - 62.45 feet with other Grantor lands to a point;

5) S 46° 05'32" E - 80.33 feet with Gibson lands (MWM 225/433) to an iron rod;

6) S 38° 44'29" W - 74.00 feet with Payne lands (CWC 97/232) to an iron pipe;

7) S 65° 11'07" W - 61.07 feet with Warren lands (CWC 111/215) to a concrete marker; and

8) S 65° 16'07" W - 50.04 feet with Crouch lands to the place of beginning and containing 0.332 acres of land, more or less and designated as Parcel "B" on said plat.

2) The Defendants, at their sole cost and expense, shall employ a licensed land surveyor and obtain a survey of the "Lower Lot" and the Defendants property. The survey documentation shall be delivered to the Plaintiff on or before January 13, 1986.

3) The Defendants, at their sole cost and expense, shall prepare a Deed reflecting the conveyance of the life estate to the Plaintiff by Defendants with the land description obtained or derived from the land survey. The Deed shall be delivered to the Plaintiff on or before January 27, 1986.

4) The Defendants shall pay to the Plaintiff, or to the appropriate governmental payee, as they come due, all water and sewer charges, taxes, and assessments, arising from, relating to, or due and owing from the ownership or use of the "Lower Lot", for and during the life of the Plaintiff.

5) The Defendants shall pay to the Plaintiff, or to the appropriate governmental authorities, as they come due, all real property taxes and assessments arising from, relating to, or due and owing from the ownership or use of the "Lower Lot", for and during the life of the Plaintiff.

6) The Defendants shall pay to the Plaintiff the sum of

Two Thousand Dollars ($2,000), payable in four (4) annual installments of Five Hundred Dollars ($500). The first payment shall be delivered to Plaintiff on March 1, 1986, the remainder of the payments to be so paid on March 1 of each of the successive three (3) years. The Judgment for $2,000 shall not bear interest and the Defendants shall not be required to pay any interest on the Judgment.

7) The Defendants shall enjoy the continued use of the outbuildings now utilized by them which are located on the "Lower Lot".

8) The Defendants shall assist and cooperate with the Plaintiff in his efforts to obtain any subdivision or zoning approval required by governmental authorities. The parties acknowledge that this action is a ratification of the April 3, 1971 contract, and that no zoning or subdivision regulations were in force at that time.

9) The Plaintiff and Defendants shall each pay one-half the costs of all stamps, recording fees, and transfer taxes associated with the conveyance of the Plaintiff's life estate.

10) The Plaintiff and Defendants shall pay one-half the Court Costs of these proceedings.

11) The Defendants shall be jointly and severally liable for all obligations under this Consent Judgment.

TIME BEING OF THE ESSENCE

NOW THEREFORE:

IT IS THIS 31st day of March, 1986, by the Circuit Court for Queen Anne's County, Maryland,

ADJUDGED and ORDERED:

A. That the contract of April 3, 1971 between the Plaintiff and Defendants is hereby ratified, subject to the zoning and subdivision laws, regulations and ordinances existing that date.

B. The Defendants, Alfred J. Bradley and Sonia M. Bradley, his wife, and Sheila M. Callahan, (hereinafter Defendants) shall convey by deed to Plaintiff, John "Jack" Smith, all their right, title and interest in the below described "Lower Lot" to hold during the natural life of John "Jack" Smith and no longer, with the remainder to the Defendant, Sheila M. Callahan.

a) The "Lower Lot" is ALL that lot or parcel of land situate, lying and being in the Town of Queenstown, Fifth Election District of Queen Anne's County, State of Maryland and more particularly described by metes and bounds and courses and distances according to a survey and plat by Watson and Son, professional land surveyors, dated January 24, 1986, to wit:

BEGINNING at a concrete marker on the North East side of Center Street at the junction of these lands with lands of Crouch (MWM 184/221) then the following:

1) N 39° 48'17" W - 82.85 feet with Center Street to a point;

2) N 65° 16'07" E - 71.19 feet with other Grantor lands to a point;

3) N 65° 11'07" E - 42.56 feet with other Grantor lands to a point;

4) N 38° 44'29" E - 62.45 feet with other Grantor lands to a point;

5) S 46° 05'32" E - 80.33 feet with Gibson lands (MWM 225/433) to an iron rod;

6) S 38° 44'29" W - 74.00 feet with Payne lands (CWC 97/232) to an iron pipe;

7) S 65° 11'07" W - 61.07 feet with Warren lands (CWC 111/215) to a concrete marker; and

8) S 65° 16'07" W - 50.04 feet with Crouch lands to the place of beginning and containing 0.332 acres of land, more or less and designated as Parcel "B" on said plat.

C. The Defendants, at their sole cost and expense, shall employ a licensed land surveyor and obtain a survey of the "Lower Lot" and the Defendants property. The survey documentation shall be delivered to the Plaintiff on or before January 13, 1986.

D. The Defendants, at their sole cost and expense, shall prepare a Deed reflecting the conveyance of the life estate to the Plaintiff by Defendants with the land description obtained or derived from the land survey. The Deed shall be delivered to the Plaintiff on or before January 27, 1986.

E. The Defendants shall pay to the Plaintiff, or to the appropriate governmental payee, as they come due, all water and sewer charges, taxes, and assessments, arising from, relating to, or due and owing from the ownership or use of the "Lower Lot", for and during the life of the Plaintiff.

F. The Defendants shall pay to the Plaintiff, or to the appropriate governmental authorities, as they come due, all real property taxes and assessments arising from, relating to, or due and owing from the ownership or use of the "Lower Lot", for and

during the life of the Plaintiff.

G. The Defendants shall pay to the Plaintiff the sum of Two Thousand Dollars ($2,000), payable in four (4) annual installments of Five Hundred Dollars ($500). The first payment shall be delivered to Plaintiff on March 1, 1986, the remainder of the payments to be so paid on March 1 of each of the successive three (3) years. The Judgment for $2,000 shall not bear interest and the Defendants shall not be required to pay any interest on the Judgment.

H. The Defendants shall enjoy the continued use of the outbuildings now utilized by them which are located on the "Lower Lot".

I. The Defendants shall assist and cooperate with the Plaintiff in his efforts to obtain any subdivision or zoning approval required by governmental authorities. The parties acknowledge that this action is a ratification of the April 3, 1971 contract, and that no zoning or subdivision regulations were in force at that time.

J. The Plaintiff and Defendants shall each pay one-half the costs of all stamps, recording fees, and transfer taxes associated with the conveyance of the Plaintiff's life estate.

K. The Plaintiff and Defendants shall pay one-half the Court Costs of these proceedings.

L. The Defendants shall be jointly and severally liable for all obligations under this Consent Judgment.

M. The Deed between the parties, dated March 7, 1986, and the survey and plat by Watson and Son, dated January 24, 1986 are attached hereto and incorporated herein to this Consent Judgment.

18 610

APPROVED AS TO FORM:

Walter Litvinuck
Attorney for Defendants

Leonard A. Sandler
Attorney for Plaintiff

Clayton C. Carter
JUDGE

1996 MAR 31 PM 3:27
QUEEN ANNE'S COUNTY

D E E D

FROM:

ALFRED J. BRADLEY and
SONIA M. BRADLEY, his wife &
SHEILA M. CALLAHAN STUTMAN

TO:

JOHN "JACK" SMITH,
a Life-Estate

SHEILA M. CALLAHAN STUTMAN
Remainder

MAIL TO:

Walter Litvinuck
P. O. Box F
Chester, Md. 21619

WALTER LITVINUCK
ATTORNEY AT LAW
BOX F, CHESTER, MD. 21619
PHONE 643-5081

THIS DEED, made this 7th day of March, 1986, by and between ALFRED J. BRADLEY and SONIA M. BRADLEY, his wife, parties of the first part; and SHEILA M. CALLAHAN STUTMAN, party of the second part; and JOHN "JACK" SMITH, party of the third part; all of Queen Anne's County, State of Maryland.

WITNESSETH, that for and in consideration of the sum of Three Thousand Dollars ($3,000.00), the receipt of which is hereby acknowledged, the said parties of the first part and the said party of the second part, do hereby grant and convey unto the said party of the third part, John "Jack" Smith, a Life-Estate, for and during the period of his natural life, in the following described lot or parcel of ground, and immediately after the death of the party of the third part then unto the party of the second part, Sheila M. Callahan Stutman, her heirs, personal representatives and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Town of Queenstown, Fifth Election District of Queen Anne's County, State of Maryland and more particularly described by metes and bounds and courses and distances according to a survey and plat by Watson and Son, professional land surveyors, dated January 24, 1986, to wit:

BEGINNING at a concrete marker on the North East side of Center Street at the junction of these lands with lands of Crouch (MWM 184/221) then the following:

1) N 39°48'17" W - 82.85 feet with Center Street to a point;

2) N 65°16'07" E - 71.19 feet with other Grantor lands to a point;

3) N 65°11'07" E - 42.56 feet with other Grantor lands to a point;

4) N 38°44'29" E - 62.45 feet with other Grantor lands to a point;

5) S 46°05'32" E - 80.33 feet with Gibson lands (MWM 225/433) to an iron rod;

6) S 38°44'29" W - 74.00 feet with Payne lands (CWC 97/232) to an iron pipe;

7) S 65°11'07" W - 61.07 feet with Warren lands (CWC 111/215) to a concrete marker; and

8) S 65°16'07" W - 50.04 feet with Crouch lands to the place of beginning and containing 0.332 acres of land, more or less and designated as Parcel "B" on said plat.

BEING part of the property granted and conveyed unto Alfred J. Bradley and Sonia M. Bradley, his wife, by deed dated December 28, 1962, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 70 folio 26;

AND BEING part of the property granted and conveyed unto

Sheila M. Callahan by deed dated March 24, 1976, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 104 folio 202.

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD said lot or parcel of land and premises above described and mentioned, and hereby intended to be conveyed together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said party of the third part, for and during the period of his natural life, and immediately after the death of the said party of the third part, John "Jack" Smith, then unto and to the use of the said party of the second part, SHEILA M. CALLAHAN STUTMAN, her heirs, personal representatives and assigns, in fee simple.

AND the said parties of the first part and the said party of the second part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of the same as may be requisite.

AS WITNESS the hands and seals of said Grantors.

WITNESS:

Beverly A Davidson — Alfred J. Bradley (SEAL)
Alfred J. Bradley

Beverly A Davidson — Sonia M. Bradley (SEAL)
Sonia M. Bradley

Beverly A Davidson — Sheila M. Callahan Stutman (SEAL)
Sheila M. Callahan Stutman

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

I HEREBY CERTIFY, that on this 1st day of March, 1986, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ALFRED J. BRADLEY, SONIA M. BRADLEY and SHEILA M. CALLAHAN STUTMAN, known to me (or satisfactorily proven) to be the within Grantors, and they severally acknowledged the foregoing Deed to be their act for the uses and purposes therein set forth.

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

Joseph L. Haxton
Notary Public

My Commission Expires:

JOSEPH L. HAXTON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1986

Legal Description Parcel "B"
Lands of Sheila M. Callahan, Et. Al.

All that parcel of land situate, lying and being in the Town of Queenstown, Fifth Election District of Queen Anne's County, State of Maryland and more particularly described by metes and bounds and courses and distances according to a survey by Watson and Son dated January 24,1986, to wit:

Beginning at a concrete marker on the North East side of Center St. at the junction of these lands with lands of Crouch (MWM 184/221) then the following;

N 39-43-17 W 82.85 ft. with Center St. to a point.

N 65-16-07 E 71.19 ft. with other Grantor lands to a point.

N 65-11-07 E 42.56 ft. with other Grantor lands to a point.

N 38-44-29 E 62.45 ft. with other Grantor lands to a point.

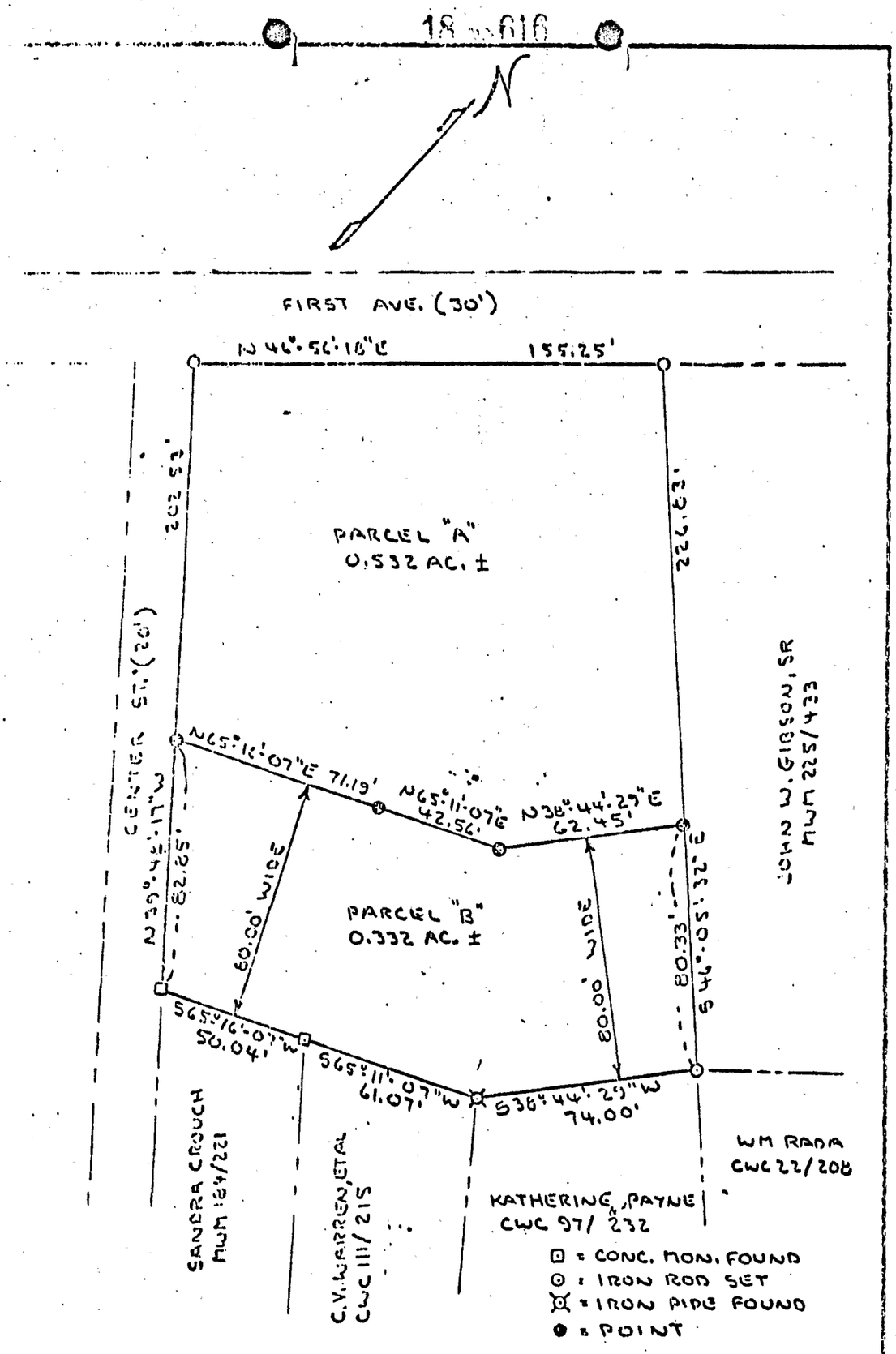
S 46-05-32 E 80.33 ft. with Gibson lands (MWM 225/433) to an iron rod.

S 38-44-29 W 74.00 ft. with Payne lands (CWC 97/232) to an iron pipe.

S 65-11-07 W 61.07 ft. with Warren lands (DWC 111/215) to a concrete marker.

S 65-16-07 W 50.04 ft. with Crouch lands to the place of beginning.

Containing 0.332 Acres of land, more or less.



WATSON AND SON
PROFESSIONAL LAND SURVEYORS
108 Broadway
CENTREVILLE, MD 21617
(301) 758-1612

SCALE 1" = 40'	APPROVED BY TTW	DRAWN BY J.G.W.
DATE 24 JAN. 86		CWC 104/202

PLAT OF SURVEY OF A SUBDIVISION OF LANDS OF SHEILA M. CALLAHAN, ET. AL. - QUEENSTOWN - 5TH DIST. QUEEN ANNE'S CO. MARYLAND

REVISED
REVISED
REVISED

DRAWING NUMBER 8653

15 617

MICHAEL R. ROBLYER	*	IN THE CIRCUIT COURT
Assignee	*	FOR
vs,	*	QUEEN ANNE"S COUNTY
RONALD L. RUBENZER and MONTEE L. BARRETT	*	CIVIL ACTION # 85-00494
Defendants	*	

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

LINE

Madame Clerk:

Please docket the above entitled case and file a certified copy of the Second Mortgage, Original Modification Agreement, Statement of Mortgage Debt, and Military Affidavit, and certified copy of Assignment.

Michael R Roblyer

MICHAEL R. ROBLYER
7 Willow Street
Annapolis, Maryland 21401
(301) 266-5533
Assignee

FILED
CLERK'S OFFICE
1985 DEC -3 PM 3:43
QUEEN ANNE'S COUNTY

CIVIL 494#
CIV FEES 70.00
SUBTOTAL 70.00
CHECK/MO 70.00
#085350 C002 R01 T15:41
12/03/85

STEVENS AND ROBLYER, P.A.
ATTORNEYS AND
COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS MD 21401

18 PAGE 618

DOCUMENT NO. 123156

LIBER 232 PAGE 743

MORTGAGE — INDIVIDUAL — FEE OR LEASEHOLD — MONTHLY PAYMENT — PRINCIPAL, INTEREST AND EXPENSES

SECOND
THIS MORTGAGE, is made this 9th day of May, 19 85,

by and between RONALD L. RUBENZER and MONTEE L. BARRETT

parties of the first part, hereinafter referred to as Mortgagor, whose address is:

and RICHARD JOSEPH DILLANE

party of the second part, hereinafter referred to as Mortgagee, whose address is P.O. Box 594, Missouri City, Texas 77459

WHEREAS, Mortgagor is bona fide indebted to Mortgagee in the sum of

TWENTY-ONE THOUSAND FIVE THOUSAND and 00/100----------

Dollars ($ 21,500.00) 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 (12.0 %) per annum, in monthly installments of principal and interest in the amount of Two Hundred Fifty-Eight and 06/100 Dollars ($258.06), beginning on the 9th day of June, 19 85, and monthly thereafter until the full amount of said principal and interest thereon shall have been paid; any balance of principal or interest due or unpaid on the 9th day of May, 19 87, shall be due and payable on said date;

All sums aforesaid are to be paid in lawful money of the United States of America which shall be the legal tender in payment of all debts and dues, public and private, at the office of the Mortgagee at the address hereinabove stated, or at such other address as the Mortgagee or the holder of this mortgage may, from time to time, designate in writing;

And in order to secure and assure the repayment of said principal sum, the interest thereon and the performance of the covenants herein contained, this mortgage is executed.

NOW, THEREFORE, This Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, Mortgagor does hereby grant, convey and assign to Mortgagee in fee simple, all that lot(s) of ground and premises situate and lying in Queen Anne's County, State of Maryland, and described as follows, that is to say:

ALL that lot 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. 25, on a certain plat entitled "Parcels A thru D and Lots 1 thru 10 and 15 thru 37, Prospect Plantation, Fifth Election District, Queen Anne's County, Maryland", dated August, 1972, by Greenhorne and O'Mara, Inc., registered engineers and surveyors, recorded among the Land Records of Queen Anne's County in Liber CWC No. 66, folio 714 and in the Plat Book CWC No. 1, folio 50, containing 5.0570 acres of land, more or less.

RECEIVED
FILED
1985 JUN -4 PM 3:22
QUEEN ANNE'S COUNTY

MTG DT	0#
RECD FEE	19.00
POSTAGE	.50
RECD TAX	94.60

BEING the same lot(s) of ground and premises which by Deed dated of even date herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto, XXXXXXXXXXXXXXXXXXXX XXXX, was granted and conveyed/XXXXXX by Richard J. Dillane to the Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground, with the improvements and appurtenances aforesaid, to the said Mortgagee, in fee simple/XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

PROVIDED, that if the said Mortgagor shall well and truly pay or cause to be paid the aforesaid principal sum of TWENTY - ONE THOUSAND FIVE HUNDRED AND 00/100-- Dollars and --------------- Cents ($ 21,500.00), and all the interest thereon when and as such payments shall respectively be due and payable as aforesaid and shall perform each and all of the covenants herein on Mortgagor's part to be performed, then this Mortgage shall be void.

But upon any default being made in the payment of said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured and then unpaid may thereupon be declared to be due and payable, at the option of the Mortgagee, after such default shall have continued for thirty (30) days.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the herein described property at any time after a default has occurred in any of the covenants of this mortgage, as herein provided; and the said Mortgagor hereby authorizes the said Mortgagee, or 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 (Acts of 1974 of Chapter 12) and the Rules W70-W76 of the Maryland Rules of Procedure, or under any other general or local laws of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. Such sale shall be made after giving notice by advertisement as required by the aforesaid Statute and Rules; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any such sale of said property under this mortgage, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a counsel fee of FIVE HUNDRED AND 00/100 Dollars ($ 500.00) for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee hereunder, whether the same shall have matured or not, including interest thereon until the final ratification of the final Auditor's Account in the foreclosure proceedings; (3) and the balance if any, to the said Mortgagor, or to whomever may be entitled to same. And in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof, the Mortgagor hereby covenants to pay also, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland and a counsel fee of TWO HUNDRED FIFTY AND 00/100---- Dollars ($ 250.00); 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 Mortgage of the said insurance proceeds to the reconstruction of the improvements on the mortgage property;

(3) To pay all taxes, water and sewer charges and other public dues and assessments of every kind whatsoever for which the property hereby mortgaged may become liable, and to pay all ground rent, if any, when and as the same shall become due and payable and to deposit receipts for the same with the Mortgagee within 30 days after the due date for such payments;

(4) To pay to the Mortgagee, on the same date upon which the payment on account of principal and interest are made for the purpose of establishing a fund to assure the payment of the taxes, water and sewer charges, and other public dues and charges, the ground rent, if any, the premiums on the policies of fire and extended coverage and any other obligations for which the above-described property may become liable, one-twelfth (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 purpose 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 DELETED 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 heretofore stated as the interest payable on the principal debt, from the date of such payment or payments, and said Mortgagee shall have a lien under this Mortgage on the premises hereinbefore described for the amount or amounts so paid together with the interest thereon as herein stated upon the principal debt. Failure to establish and maintain the aforesaid expense account for the payment of the aforesaid expenses shall, at the option of the Mortgagee, constitute a default in the 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 ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ Five (5.0%) Percent of the total amount of any delinquent or late periodic installments of principal and interest which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof.

It is further agreed between the parties:

1. Each monthly payment made by the Mortgagor and paid to the Mortgagee, where the amount or amounts shall not be equal to the required monthly payments of principal, interest and the Expense Account, shall be applied as follows: First: To the payment of the interest due on the date of said payment; Second: Any balance remaining shall be credited on account of the unpaid principal due as of such date; and Third: Any balance remaining shall be credited to the Expense Account.

2. The holder of this mortgage, in any action to foreclose the same, shall be entitled, without regard to the adequacy of the security for the debt, to have a receiver appointed by the Court to collect the rents and profits of said property and account therefor as the Court may direct.

3. Should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or conveyed or encumbered in any manner, without the Mortgagee's, or other holder of this Mortgage, consent in writing or should the Mortgagor, or any one or more of the Mortgagor group, if more than one, be declared insolvent or bankrupt, then the balance then due or to become due on said principal indebtedness shall, at the option of the Mortgagee, become due and payable and constitute a ground of foreclosure if not paid on demand.

4. At the option of the Mortgagee, the entire indebtedness then unpaid and secured hereby shall become due and payable after a default in the payment of any monthly installment of principal or interest, as herein provided, shall continue for thirty (30) days, or after default, in the performance of any of the covenants or conditions hereof shall have continued for thirty (30) days;

5. The Mortgagee, at Mortgagee's election, may sell the property hereinabove described at the foreclosure sale, subject to one or more of the tenancies entered into subsequent to the recording of the mortgage, provided such fact is disclosed in the advertisement of the sale;

6. Should any portion of the above described property, or an easement appurtenant thereto, be condemned or taken under eminent domain, all or such part of any award or proceeds, as Mortgagee shall be entitled to receive in payment of the balance due on principal and interest and shall declare the same in writing, is, by this instrument assigned by Mortgagor to Mortgagee for payment of the said principal and interest due on said mortgage indebtedness, and Mortgagee is hereby authorized to give receipts and releases therefor; and

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

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

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

Whenever used herein, the words "Mortgagor" and "Mortgagee" shall include the heirs, personal representatives and/or assigns of the Mortgagor or Mortgagors, or Mortgagee or Mortgagees, and the successors and/or assigns of the Mortgagee or Mortgagees. The use of any gender shall be applicable to all genders and "Mortgagee" shall include any payee of the indebtedness hereby secured, or any transferee thereof whether by operation of law or otherwise. The use of the singular shall include the plural, and the plural the singular.

THE Mortgagor by execution of this instrument certifies that, prior to such execution, he has received a fully executed agreement as to the contractual rate of interest, and a loan disclosure statement in connection with this loan as required by Commercial Law Article of the Annotated Code of Maryland, Section 12 (Acts of 1978, 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:

Judith A. [illegible] ______ Ronald L. Rubenzer ______(SEAL)
RONALD L. RUBENZER

Judith A. [illegible] ______ Montee L. Barrett ______(SEAL)
MONTEE L. BARRETT

(ACKNOWLEDGMENT ON FOLLOWING PAGE)

18 PAGE 621

18 232 743

STATE OF MARYLAND, County Of Anne Arundel , to wit:

I HEREBY CERTIFY that on this 9th day of May , 19 85 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Ronald L. Rubenzer and Montee L. Barrett

known to me, or satisfactorily proven, to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that the y executed the same for the purposes therein contained.

At the same time also appeared Richard Joseph Dillane

and made oath in due form of law that he is the ~~xxxxxxxx~~ party/~~xxxxx~~ secured by the aforegoing mortgage, that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth; and that the amount of the loan which the aforegoing mortgage has been given to secure was paid over and disbursed by the party secured by the mortgage, to either the borrower or the person responsible for disbursement of funds in the closing transaction, or their respective agent, at a time no later than the execution and delivery of the mortgage by the borrower.

AS WITNESS my hand and notarial seal.

Notary Public

My commission expires

July 1, 1986

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.

LAWRENCE B. GOLDSTEIN Attorney

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM 232, folio 743, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 3rd day of December 1985.

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

18 622

MODIFICATION AGREEMENT

THIS AGREEMENT, made May 10, 1985, by and between Ronald Rubenzer and Monte Barrett of Stevensville, Maryland, hereinafter called Debtors, and Richard Dillane of San Antonio, Texas, hereinafter called Creditor.

WHEREAS, the Creditor seeks further assurance from Debtors on the Second Mortgage entered May 9, 1985, and

WHEREAS, the Debtors desire to give satisfactory further assurance,

NOW THEREFORE, the parties hereto agree that said Mortgage shall hereby be modified as follows:

1. Said Mortgage shall be payable, in full, including interest accrued to Demand date, upon Demand by Creditor or his assigns, at any time after May 9, 1987.

2. This Modification agreement shall be attached to and made a part of said Mortgage.

3. This Agreement shall in no way be construed to compromise the remedies of Richard Dillane as granted by said Mortgage or at Law or Equity.

4. This Agreement shall be interpreted, controlled and construed in accordance with the laws of the State of Maryland.

5. In the event that any provision of said Mortgage or this Agreement might be interpreted to void, compromise, negate or reduce any right of Richard Dillane, be it known that the parties hereto state their express intent that the Debtors be obligated to Creditor in the amount of TWENTY-ONE-THOUSAND-FIVE-HUNDRED DOLLARS ($21,500.00) to be repaid at an annual interest rate of TWELVE PERCENT (12%) amortized over a FIVE (5) year period, unless demand be made in writing upon the Debtors by Creditor, on or after May 9, 1987, at which time the full amount of unpaid principal plus interest accrued to the Demand date, shall become immediately due and payable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 10th day of May, 1985.

Ronald Rubenzer

Ronald Rubenzer

Monte Barrett

Monte Barrett

Richard Dillane

Richard Dillane

Stephen R. Layton
P.O. Box 848
Stevensville
Professional Bldg.
Stevensville, Md. 21666
301-643-3810

18 623

MICHAEL R. ROBLYER	*	IN THE CIRCUIT COURT
Assignee	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
RONALD L. RUBENZER, and MONTEE L. BARRETT	*	
	*	CIVIL ACTION #
Defendants		

* * * * *

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage:	$21,500.00
Less Payments Made on Account of Principal:	43.06
Present Principal Balance	$21,456.94
Plus Interest Due from 6/9/85 to 12/3/85 at 13% per annum ($7.05 per diem for 170 days)	1,198.50
Total Mortgage Debt/Claim as of 12/3/85	$22,655.44

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

I HEREBY CERTIFY that on this 3rd of December, 1985, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Michael R. Roblyer, Assignee, who made oath in due form of law that the matters and facts set forth in the aforegoing Statement of Mortgage Debt are true and correct as therein stated and further that he is duly authorized to make this acknowledgement.

AS WITNESS my hand and Notarial Seal.

Elizabeth A. Williams
NOTARY PUBLIC

My Commission Expires:
July 1, 1986

STEVENS AND ROBLYER, P.A.
ATTORNEYS AND
COUNSELORS AT LAW
FAIRLOW STATE 23
ANNAPOLIS, MD 21401

18 mo 624

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, } ss: Michael R. Roblyer Assignee vs. Ronald L. Rubenzer and Montee L. Barrett, Defendants

I hereby certify that, on this 31st day of December 19 85, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

Michael R. Roblyer, Assignee

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.)

Ronald L. Rubenzer and Montee L. Barrett reside in Queen Anne's County

and are not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 31st day of December, 19 85.

Notarial Seal

Elizabeth A. Williams
Notary Public.

My Commission will expire on: 7/1/86

Filed,

6RN-1
THE PAUL CO.

DOCUMENT NO. 126,347

18 625
LIBER 242 435

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE is made this 27th day of November, 1985, between Richard Joseph Dillane (hereinafter called "Assignor") and Michael R. Roblyer (hereinafter called "Assignee").

Ronald L. Rubenzer and Montee L. Barrett Executed a Mortgage dated May 9, 1985, and recorded among the Land Records of Queen Anne's County, Maryland in Liber 232, Folio 743 ("Mortgage") to Richard Joseph Dillane to secure the payment of a mortgage debt in the original principal sum of $21,500.00.

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 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 herein-above specified.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Mortgage under seal the day and year first above written.

RECEIVED
CLERK, CIRCUIT
1985 DEC -3 PM 3:27
QUEEN ANNE'S COUNTY

ASSIGN	OH
RECD FEE	12.00
POSTAGE	.50
SUBTOTAL	12.50

Richard J. Dillane

Richard J. Dillane

18 mb 626

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM 242, 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 3rd day of December 1985.

Marguerite W. Mankin

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

STEVENS AND ROBLYER, P.A.
7 Willow Street • Annapolis, Maryland 21401 • (301) 266-5533
Baltimore Line (301) 841-6617 • Washington Line (301) 261-8135

MEMO-LETTER

TO Circuit Court for Queen Anne's Co.
Court House
Centreville Maryland 21617
Attn: Civil Clerk

DATE December 6, 1985
SUBJECT Roblyer v. Rubenzer and Barrett
Civil Case # 85-000494

Dear Madame Clerk:

Please file the enclosed copy of advertisement in the above captioned foreclosure case. Thank you.

Yours truly,
Elizabeth O'Neill
Legal Asst.

CLERK'S OFFICE
1985 DEC -9 PM 2:54
QUEEN ANNE'S COUNTY

Item # ML4N72 Wheeler Group Inc. 1982

FOLD AT (—) TO FIT DRAWING BOARD ENVELOPE # EW10P

18 ..625 Roblyer vs. Rubenzer and Barrett
Civil Case #85-000494

STEVENS AND ROBLYER, P.A.
7 Willow Street
Annapolis, Maryland 21401

ASSIGNEE'S SALE

OF

VALUABLE WATERFRONT REAL ESTATE

SITUATED IN THE FIFTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, STATE OF MARYLAND consisting of 5.0570 acres of land, more or less, and improved by a modern seven-room house with natural siding, containing 2½ baths, fireplace, and attached garage, under construction but nearly completed, and known as Lot 25, Prospect Bay Road, Prospect Plantation, Queen Anne's County, Grasonville, Maryland 21638.

Under and by virtue of a power of sale contained in a second mortgage from Ronald L. Rubenzer and Montee L. Barrett, securing Richard Joseph Dillane, dated the 9th day of May, 1985, and recorded among the Land Records of Queen Anne's County in Liber 232, Folio 743, default having occurred thereunder, Michael R. Roblyer, Assignee, will offer for public sale at the premises, on

Monday , January 6, 1986
at 2:00 p.m.

the following described property, namely:

ALL THAT LOT of ground lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, being known and designated as Lot No. 25, on a certain plat entitled "Parcels A thru D and Lots 1 thru 10 and 15 thru 37, Prospect Plantation, Fifth Election District, Queen Anne's County, Maryland," dated August, 1972, by Greenhorne and O'Mara, Inc., registered engineers and surveyors, recorded among the Land Records of Queen Anne's County in Liber CWC No. 66, Folio 714 and in the Plat Book CWC No. 1, Folio 50, containing 5.0570 acres of land, more or less.

BEING the same lot(s) of ground and premises which by Deed dated May 9, 1985 and recorded among the Land Records of Queen Anne's County, State of Maryland, was granted and conveyed by Richard J. Dillane to the Mortgagor.

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

RECEIVED
CLERK CIRCUIT COURT
QUEEN ANNE'S COUNTY
1985 DEC -9 AM 9:54

SUBJECT HOWEVER to the legal operation and effect of a first mortgage to Gibraltar Building and Loan Association, Inc., the exact balance of which will be announced on the day of sale.

TERMS OF SALE: A deposit of $4,000.00 in cash or certified check will be required of the Purchaser on the day and at the time of sale, balance of the purchase money with interest thereon at the rate of 12% per annum to be paid in cash upon final ratification of the sale. Transfer taxes, documentary stamps and all other settlement charges to be paid by the Purchaser. The property will be sold in an "As Is" condition, subject to any conditions, restrictions and agreements of record, and also any existing building violations, affecting the same, if any.

The property will be sold SUBJECT TO the legal operation and effect of a prior mortgage, the exact balance of which will be announced on the day of sale.

Terms of the sale are to be complied with within 15 days after final ratification of the sale by the Circuit Court for Queen Anne's County, otherwise the property will be resold at the risk and cost of the defaulting purchaser.

For further particulars, please contact Michael R. Roblyer, Assignee, 7 Willow Street, Annapolis, Maryland 21401, (301) 266-5533.

MICHAEL R. ROBLYER, ASSIGNEE

ROBERT H. CAMPBELL & SONS . . . . AUCTIONEERS & APPRAISERS

18 630

STEVENS AND ROBLYER, P.A.
7 Willow Street • Annapolis, Maryland 21401 • (301) 266-5533
Baltimore Line (301) 841-6617 • Washington Line (301) 261-8135

MEMO-LETTER

TO Circuit Court for Queen Anne's Co.
Court House
Centreville, Maryland 21617

DATE December 9, 1985
SUBJECT Roblyer vs. Roblyer
and Barrett
Civil Case # 85-000494

Madame Clerk:

Please file a copy of the advertisement in the above foreclosure case. Thank you.

Yours truly,
Elizabeth A. Williams

CLERK'S OFFICE
1985 DEC 10 PM 3:18
QUEEN ANNE'S COUNTY

Item # ML4N72 © Wheeler Group Inc. 1982

FOLD AT (—) TO FIT DRAWING BOARD ENVELOPE # EW10P

18 631

Circuit Case #85-000494

STEVENS AND ROBLYER, P.A.
7 Willow Street
Annapolis, Maryland 21401

ASSIGNEE'S SALE

OF

VALUABLE WATERFRONT REAL ESTATE

SITUATED IN THE FIFTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, STATE OF MARYLAND consisting of 5.0570 acres of land, more or less, and improved by a modern seven-room house with natural siding, containing 2½ baths, fireplace, and attached garage, under construction but nearly completed, and known as Lot 25, Prospect Bay Road, Prospect Plantation, Queen Anne's County, Grasonville, Maryland 21638.

Under and by virtue of a power of sale contained in a second mortgage from Ronald L. Rubenzer and Montee L. Barrett, securing Richard Joseph Dillane, dated the 9th day of May, 1985, and recorded among the Land Records of Queen Anne's County in Liber 232, Folio 743, default having occurred thereunder, Michael R. Roblyer, Assignee, will offer for public sale at the premises, on

Monday , January 6, 1986
at 2:00 p.m.

the following described property, namely:

ALL THAT LOT of ground lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, being known and designated as Lot No. 25, on a certain plat entitled "Parcels A thru D and Lots 1 thru 10 and 15 thru 37, Prospect Plantation, Fifth Election District, Queen Anne's County, Maryland," dated August, 1972, by Greenhorne and O'Mara, Inc., registered engineers and surveyors, recorded among the Land Records of Queen Anne's County in Liber CWC No. 66, Folio 714 and in the Plat Book CWC No. 1, Folio 50, containing 5.0570 acres of land, more or less.

BEING the same lot(s) of ground and premises which by Deed dated May 9, 1985 and recorded among the Land Records of Queen Anne's County, State of Maryland, was granted and conveyed by Richard J. Dillane to the Mortgagor.

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

RECEIVED
CLERK'S OFFICE
1985 DEC 10 AM 10 18
QUEEN ANNE'S COUNTY

SUBJECT HOWEVER to the legal operation and effect of a first mortgage to Gibraltar Building and Loan Association, Inc., the exact balance of which will be announced on the day of sale.

TERMS OF SALE: A deposit of $4,000.00 in cash or certified check will be required of the Purchaser on the day and at the time of sale, balance of the purchase money with interest thereon at the rate of 12% per annum to be paid in cash upon final ratification of the sale. Transfer taxes, documentary stamps and all other settlement charges to be paid by the Purchaser. The property will be sold in an "As Is" condition, subject to any conditions, restrictions and agreements of record, and also any existing building violations, affecting the same, if any.

The property will be sold SUBJECT TO the legal operation and effect of a prior mortgage, the exact balance of which will be announced on the day of sale.

Terms of the sale are to be complied with within 15 days after final ratification of the sale by the Circuit Court for Queen Anne's County, otherwise the property will be resold at the risk and cost of the defaulting purchaser.

For further particulars, please contact Michael R. Roblyer, Assignee, 7 Willow Street, Annapolis, Maryland 21401, (301) 266-5533.

MICHAEL R. ROBLYER, ASSIGNEE

ROBERT H. CAMPBELL & SONS . . . . AUCTIONEERS & APPRAISERS

18 633

MICHAEL R. ROBLYER, Assignee	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
RONALD L. RUBENZER and MONTEE L. BARRETT	*	
Defendants	*	CIVIL ACTION 85-000494
	*	

* * * * *

AFFIDAVIT UNDER MARYLAND RULE W74a 2(c)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 27th day of December, 1985, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Michael R. Roblyer, Assignee in the above entitled case who by virtue of the Mortgage filed in these proceedings was empowered to sell the Mortgaged property in the proceedings in such case, and made oath in due form of law that on the 23rd day of December, 1985, as indicated on the copies of the letters attached hereto, he caused to be mailed by certified and regular mail to the Mortgagors at the Mortgagor's last known address as well as to the present record holders of the property, copies of which are attached hereto.

Elizabeth A. Williams
Notary Public

My Commission Expires:

7/1/86

RECEIVED
CLERK'S OFFICE
1985 DEC 30 AM 10:22
QUEEN ANNE'S COUNTY

STEVENS AND ROBLYER, P.A.
ATTORNEYS AND COUNSELORS AT LAW
FINLON STREET
ANNAPOLIS MD 21401

18 634

STEVENS AND ROBLYER, P.A.
ATTORNEYS AND COUNSELLORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MARYLAND 21401

JULIAN B. STEVENS, Jr.*
MICHAEL R. ROBLYER
JEROME B. RICHMAN
*ADMITTED D. C. & MARYLAND

GEORGE E. RULLMAN
(1922 - 1977)
TELEPHONE
301 268-5533
BALTIMORE LINE 841-6617
WASHINGTON LINE 261-8138

December 23, 1985

Ronald L. Rubenzer
Queen's Landing
P.O. Box 381
Chester, Maryland 21619

RE: Foreclosure Sale on Lot 25, Prospect Bay Road,
Prospect Plantation, Grasonville, Maryland 21638

Dear Mr. Rubenzer:

Pursuant to Maryland Rule W74 a 2(c) and pursuant to Section 7-105 of the Real Property Article of the Maryland Code, we are hereby notifying you that the foreclosure sale of the above-captioned property will take place at public auction to be held on the premises in Grasonville, Queen Anne's County, Maryland, on January 6, 1986, at 2:00p.m., and will be sold then and there to the highest bidder(s). A deposit of $4,000.00 payable in cash or by certified or cashier's check will be required from the purchaser(s).

P18 6359521

RECEIPT FOR CERTIFIED MAIL

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

SENT TO
Ronald L. Rubenzer
STREET AND NO.
Queen's Landing
P.O. Box 381
P.O. STATE AND ZIP CODE
Chester, Maryland 21619

POSTAGE		$ .22
CERTIFIED FEE		.75 ¢
OPTIONAL SERVICES — SPECIAL DELIVERY		¢
OPTIONAL SERVICES — RESTRICTED DELIVERY		.70 ¢
RETURN RECEIPT SERVICE — SHOW TO WHOM AND DATE DELIVERED		¢
RETURN RECEIPT SERVICE — SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY		¢
RETURN RECEIPT SERVICE — SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY		1.25 ¢
RETURN RECEIPT SERVICE — SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY		¢
TOTAL POSTAGE AND FEES		$ 2.92
POSTMARK OR DATE		

CONSULT POSTMASTER FOR FEES

S Form 3800, Apr. 1976

is a xeroxed copy of an advertisement appearing in
server, a newspaper published in and for Queen Anne's
ng forth the particulars.

d copy of this letter is being sent to you by

Yours truly,

Michael R. Roblyer

Court for
ne's County

18 635

STEVENS AND ROBLYER, P.A.
ATTORNEYS AND COUNSELLORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MARYLAND 21401

JULIAN B. STEVENS, JR.*
MICHAEL R. ROBLYER
JEROME B. RICHMAN
*ADMITTED D. C. & MARYLAND

GEORGE E. RULLMAN
(1869 - 1977)
TELEPHONE:
301 266-5533
BALTIMORE LINE 641-6617
WASHINGTON LINE 261-6135

December 23, 1985

Monte L. Barrett
2047 East Leroy Avenue
St. Francis, Wisconsin

RE: Foreclosure Sale on Lot 25, Prospect Bay Road,
Prospect Plantation, Grasonville, Maryland 21638

Dear Mr. Barrett:

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ed copy of this letter is being sent to you by

Yours truly,

Michael R. Roblyer

Michael R. Roblyer

Court for
nne's County

P18 6359522

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

SENT TO Monte L. Barrett
STREET AND NO 2047 East Leroy Avenue
P.O. STATE AND ZIP CODE St. Francis, Mil., Wisconsi

POSTAGE		$ .22
CONSULT POSTMASTER FOR FEES — CERTIFIED FEE		.75
OPTIONAL SERVICES — SPECIAL DELIVERY		
RESTRICTED DELIVERY		.70
RETURN RECEIPT SERVICE — SHOW TO WHOM AND DATE DELIVERED		
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY		
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY		1.25
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY		
TOTAL POSTAGE AND FEES		$ 2.92
POSTMARK OR DATE		

Ecxm 3800, Apr 1976

18 636

MICHAEL R. ROBLYER, Assignee	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
RONALD L. RUBENZER and MONTEE L. BARRETT	*	
	*	CIVIL ACTION 85-000494
Defendants	*	

* * * * *

AFFIDAVIT UNDER SECTION 7-105(b) and (c) OF THE REAL PROPERTY ARTICLE OF THE MARYLAND CODE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 27th day of December, 1985, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Michael R. Roblyer, Assignee, who by virtue of the Mortgage filed in these proceedings was empowered to sell the Mortgaged property in the proceedings and made oath in due form of law that on the 27th day of November, 1985, as indicated on the copies of the letters attached hereto, he caused to be mailed, by certified and regular mail to the present record owners' last known address and to holders of all subordinate recorded interests, where such request has been duly recorded, a notice of letter stating the time, place and terms of sale of the Deed of Trust property, copies of which are attached hereto.

Elizabeth A. Williams
Notary Public

My Commission Expires:

7/1/86

RECEIVED
CLERK OF CIRCUIT COURT
1985 DEC 30 AM 10: 23
QUEEN ANNE'S COUNTY

STEVENS AND ROBLYER, P.A.
ATTORNEYS AND
COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

18 637

STEVENS AND ROBLYER, P.A.
ATTORNEYS AND COUNSELLORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MARYLAND 21401

JULIAN B STEVENS, Jr.*
MICHAEL R ROBLYER
JEROME B RICHMAN
*ADMITTED D C & MARYLAND

GEORGE E. RULLMAN
(1888 - 1977)
TELEPHONE
301 266-5533
BALTIMORE LINE 841-6617
WASHINGTON LINE 261-8135

December 23, 1985

Ronald L. Rubenzer
Queen's Landing
P.O. Box 381
Chester, Maryland 21619

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P18 6359521

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NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO
Ronald L. Rubenzer
STREET AND NO.
Queen's Landing
P.O. Box 381
P.O. STATE AND ZIP CODE
Chester, Maryland 21619

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CONSULT POSTMASTER FOR FEES
OPTIONAL SERVICES
RETURN RECEIPT SERVICE

PS Form 3800, Apr. 1976

is a xeroxed copy of an advertisement appearing in server, a newspaper published in and for Queen Anne's ng forth the particulars.

d copy of this letter is being sent to you by

Yours truly,

Michael R. Roblyer

Court for
ne's County

18 638

JULIAN B. STEVENS, Jr.*
MICHAEL R. ROBLYER
JEROME B. RICHMAN
*ADMITTED D. C. & MARYLAND

STEVENS AND ROBLYER, P.A.
ATTORNEYS AND COUNSELLORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MARYLAND 21401

GEORGE E. RULLMAN
(1889 - 1977)
TELEPHONE:
301 266-5533
BALTIMORE LINE 841-6617
WASHINGTON LINE 261-8138

December 23, 1985

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St. Francis, Wisconsin

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ing forth the particulars.

P18 6359522

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NO INSURANCE COVERAGE PROVIDED—
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(See Reverse)

SENT TO
Monte L. Barrett
STREET AND NO.
2047 East Leroy Avenue
P.O. STATE AND ZIP CODE
St. Francis, Mil.,Wisconst

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RETURN RECEIPT SERVICE — SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY		
TOTAL POSTAGE AND FEES		$ 2.92
POSTMARK OR DATE		

PS Form 3800, Apr. 1976

ed copy of this letter is being sent to you by
..

Yours truly,

Michael R. Roblyer

Court for
nne's County

18 mc 639

Centreville, Md. 1/1 19 86

We Hereby Certify

That the annexed advertisement of

Assignee's sale

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 6th day of Jan. 19 86

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 18th day of Dec. 1985, and the last insertion on the 1st day of Jan. 1986.

Publishers, Record Observer

Per [signature]

CLERK'S OFFICE

1986 JAN -6 PM 12:29

QUEEN ANNE'S COUNTY

STEVENS AND ROBLYER, P.A.
7 Willow Street
Annapolis, Maryland 21401

Assignee's Sale

OF

VALUABLE WATERFRONT REAL ESTATE

SITUATED IN THE FIFTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, STATE OF MARYLAND consisting of 5.0570 acres of land, more or less, and improved by a modern seven-room house with natural siding, containing 2½ baths, fireplace, and attached garage, under construction but nearly completed, and known as Lot 25, Prospect Bay Road, Prospect Plantation, Queen Anne's County, Grasonville, Maryland 21638.

Under and by virtue of a power of sale contained in a second mortgage from Ronald L. Rubenzer and Montee L. Barrett, securing Richard Joseph Dillane, dated the 9th day of May, 1985, and recorded among the Land Records of Queen Anne's County in Liber 232, Folio 743, default having occurred thereunder, Michael R. Roblyer, Assignee, will offer for public sale at the premises, on

Mon., Jan. 6, 1986

AT 2:00 P.M.

the following described property, namely:

ALL THAT LOT of ground lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, being known and designated as Lot No. 25, on a certain plat entitled "Parcels A thru D and Lots 1 thru 10 and 15 thru 37, Prospect Plantation, Fifth Election District, Queen Anne's County, Maryland," dated August, 1972, by Greenhorne and O'Mara, Inc., registered engineers and surveyors, recorded among the Land Records of Queen Anne's County in Liber CWC No. 66, Folio 714 and in the Plat Book CWC No. 1, Folio 50, containing 5.0570 acres of land, more or less.

BEING the same lot(s) of ground and premises which by Deed dated May 9, 1985 and recorded among the Land Records of Queen Anne's County, State of Maryland, was granted and conveyed by Richard J. Dillane to the Mortgegor.

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

SUBJECT HOWEVER to the legal operation and effect of a first mortgage to Gibraltar Building and Loan Association, Inc., the exact balance of which will be announced on the day of sale.

TERMS OF SALE: A deposit of $4,000.00 in cash or certified check will be required of the Purchaser on the day and at the time of sale, balance of the purchase money with interest thereon at the rate of 12% annum to be paid in cash upon final ratification of the sale. Transfer taxes, documentary stamps and all other settlement charges to be paid by the Purchaser. The property will be sold in an "As Is" condition, subject to any conditions, restrictions and agreements of record, and also any existing building violations, affecting the same, if any.

The property will be sold SUBJECT TO the legal operation and effect of a prior mortgage, the exact balance of which will be announced on the day of sale.

Terms of the sale are to be complied with within 15 days after final ratification of the sale by the Circuit Court for Queen Anne's County, otherwise the property will be resold at the risk and cost of the defaulting purchaser.

For further particulars, please contact Michael R. Roblyer, Assignee, 7 Willow Street, Annapolis, Maryland 21401, (301) 266-5533.

MICHAEL R. ROBLYER, ASSIGNEE

ROBERT H. CAMPBELL & SONS
AUCTIONEERS & APPRAISERS

RB-12-18-3t-020

18 PAGE 640

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE, MD. 21203

Bond No. 995 52 04
Case: 85 000494

KNOW ALL MEN BY THESE PRESENTS:

That we, Michael R. Roblyer 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 6th day of January in the year of our Lord 1986

Whereas, the above bounden Michael R. Roblyer by virtue of the power contained in a mortgage from Ronald L. Rubenzer and Montee L. Barrett to Richard Dillane bearing date the 9th day of May, 1985 and recorded among the mortgage records of Queen Anne County, Md. in Liber No. 232 Folio 743 and Michael R. Roblyer is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Michael R. Roblyer do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden Michael R. Roblyer 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:

Elizabeth A. Williams

Michael R. Roblyer (SEAL)

Michael R. Roblyer

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Rena L. Degen

Rena L. Degen *As to Surety*

By [signature] Attorney-in-Fact

Frederick J. Crismond, Jr.

Clayton Carter Judge

Approved as to form, amount & surety this 6th day of January 1986

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1890

J3228(MD)—500, 12-84 221096
Mortgagee's or Attorney's Bond

Surety approved and sent filed 1/6/86

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

18 MB 611

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

This is to certify that the aforegoing was truly taken and copied from Liber MWM No. 4, folio 35, a bond record book for Queen Anne's County

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 7th day of February, 1986.

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

STEVENS AND ROBLYER, P.A.
7 Willow Street • Annapolis, Maryland 21401 • (301) 266-5533
Baltimore Line (301) 841-6617 • Washington Line (301) 261-8135

MEMO-LETTER

TO Circuit Court for Queen Anne's Co.
Court House
Centreville, Maryland 21617

DATE January 8, 1986
SUBJECT Roblyer vs. Rubenzer and Barrett
Case no. 85-000494

Madame Clerk:

Please file the enclosed certification of sale in the above captioned case. Thank you.

Yours truly,
Elizabeth A. Williams

1986 JAN 10 AM 10:38
QUEEN ANNE'S COUNTY

Item # ML4N72 © Wheeler Group Inc. 1982

FOLD AT (—) TO FIT DRAWING BOARD ENVELOPE # EW10P

18 MSH 642 Case No. 85-000494

I HEREBY CERTIFY that I bid on the property described on the reverse side hereof on the premises in the City of Grasonville, Maryland on Monday, January 6, 1986 at 2:00p.m. at and for the sum of $100.00. (ONE HUNDRED DOLLARS)
I then and there being the highest bidder thereof, and in the name of GIBRALTAR BUILDING & LOAN ASSOCIATION, IRA L. SNYDER, AGENT. and I agree to comply with the terms of sale as expressed on the reverse side hereof.

107 Ridge Ely AVE
ADDRESS
ANNAPOLIS MD 21401

PURCHASER

ADDRESS

PURCHASER

I HEREBY CERTIFY that I, as Auctioneer, did sell the property described on the reverse side hereof at public sale on Monday, January 6, 1986, at 2:00p.m. on the premises in the City of Grasonville, Maryland to IRA L. SNYDER, AGENT, FOR GIBRALTAR B&L ASSOC at and for the sume of $100.00 (ONE HUNDRED DOLLARS)
he then and there being the highest bidder therefore; and I further certify that the sale was fairly made.

ROBERT H. CAMPBELL
Auctioneer

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 6th day of January, 1986, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared IRA L. SNYDER, AGENT FOR GIBRALTER B&L ASSOC the purchaser of the real estate described on the reverse side hereof and made oath in due form of law that:

1. That in this purchase he was/~~was not~~ acting as agent for anyone.

2. That the only other person interested in this purchase is Gibraltar B & L. Assoc.

3. That he/they have not directly or indirectly, discouraged anyone from bidding for the said property and that the sale was fairly made.

WITNESS MY HAND AND NOTARIAL SEAL.

Elizabeth R. Williams
NOTARY PUBLIC

My Commission Expires; July 1, 1986.

RECEIVED
CLERK, CIRCUIT COURT
1986 JAN 10 AM 10 38
QUEEN ANNE'S COUNTY

STEVENS AND ROBLYER, P.A.
7 Willow Street
Annapolis, Maryland 21401

ASSIGNEE'S SALE OF
VALUABLE WATERFRONT REAL ESTATE

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For further particulars, please contact Michael R. Roblyer, Assignee, 7 Willow Street, Annapolis, Maryland 21401, (301) 266-5533.

MICHAEL R. ROBLYER, ASSIGNEE

ROBERT H. CAMPBELL & SONS . . . . AUCTIONEERS & APPRAISERS

18 ... 634

TELEPHONE
301-263-5806

ROBERT H. CAMPBELL & ASSOCIATES

Auctioneers & Appraisers

ESTABLISHED 1947

LICENSED AUCTIONEERS AND APPRAISERS OF REAL ESTATE AND PERSONAL PROPERTY

MEMBER NATIONAL, STATE AUCTIONEER'S ASSOCIATIONS

& INTERNATIONAL SOCIETY OF APPRAISERS

121 PRINCE GEORGE STREET
ANNAPOLIS, MARYLAND 21401

JAN 6, 1986

PURCHASER'S CERTIFICATE

I/~~We~~ hereby certify that I/~~We~~ have this 6 day of JANUARY 19 86 purchased from MICHAEL R. ROBLER, ASSIGNEE ~~Attorney~~, the property described in the attached advertisement, at and for the sum of ONE HUNDRED DOLLARS ($100.00) and I/~~We~~ hereby agree to comply with the terms of sale.

Witness 1/6/86 Date

Purchaser 1/6/86 Date

Witness Date

Purchaser Date

18 615

MICHAEL R. ROBLYER, ASSIGNEE	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	QUEEN ANNE'S COUNTY
RONALD L. RUBENZER and MONTEE L. BARRETT	*	CIVIL ACTION 85-000494
Defendants	*	

***

REPORT OF SALE

MICHAEL R. ROBLYER, Assignee, by decree of the Circuit Court for Queen Anne's County, Maryland, as Assignee under and by virtue of the authority contained in a Second Mortgage from Ronald L. Rubenzer and Montee L. Barrett dated May 9, 1985, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 232, Folio 743, respectfully report unto Your Honor as follows:

That after default had occurred under the terms of said Mortgage and at the request of the party secured thereby, and after having given bond with security for the faithful performance of 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 newspaper published in Queen Anne's County, Maryland, once a week for at least three successive weeks before the day of sale, as will more fully appear by the printer's certificate to be filed herein, the said Assignee did attend the sale at the premises on January 6, 1986, at the hour of 2:00p.m., and then and there did proceed to offer for sale the following property covered by said Second Mortgage:

STEVENS AND ROBLYER, P.A.
ATTORNEYS AND COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

CLERK'S
1986 JAN 14 AM 10:53
QUEEN ANNE'S COUNTY

ALL that lot 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. 25, on a certain plat entitled "Parcels A thru D and Lots 1 thru 10 and 15 thru 37, Prospect Plantation, Fifth Election District, Queen Anne's County, Maryland," dated August, 1972, by Greenhorne and O'Mara, Inc., registered engineers and surveyors, recorded among the Land Records of Queen Anne's County in Liber CWC No. 66, folio 714 and in the Plat Book CWC No. 1, folio 50, containing 5.0570 acres of land, more or less.

AND, your Trustee sold said property unto Ira L. Snyder, Agent for Gibraltar Building and Loan Association, Purchaser, at and for the sum of One Hundred Dollars ($100.00), the said Purchaser being, at that price, the highest bidder therefor.

AND, as in duty bound, etc.

MICHAEL R. ROBLYER, Assignee

STATE OF MARYLAND

I HEREBY CERTIFY that on this 10th day of January, 1986, before me, the Subscriber, a Notary Public of the State of Maryland, personally appeared Michael R. Roblyer, Assignee, 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.

Elizabeth A. Williams, Notary

My Commission Expires: 7/1/86

18 617

Civil Action No. 85-000494

STEVENS AND ROBLYER, P.A.
ATTORNEYS AND COUNSELLORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MARYLAND 21401

JULIAN B STEVENS, Jr.*
MICHAEL R ROBLYER
JEROME B RICHMAN
*ADMITTED D C & MARYLAND

GEORGE E. RULLMAN
(1889 - 1977)
TELEPHONE:
301 266-5533
BALTIMORE LINE 841-6617
WASHINGTON LINE 261-8135

December 23, 1985

Monte L. Barrett
2047 East Leroy Avenue
St. Francis, Wisconsin

RE: Foreclosure Sale on Lot 25, Prospect Bay Road,
Prospect Plantation, Grasonville, Maryland 21638

Dear Mr. Barrett:

Pursuant to Maryland Rule W74 a 2(c) and pursuant to Section 7-105 of the Real Property Article of the Maryland Code, we are hereby notifying you that the foreclosure sale of the above-captioned property will take place at public auction to be held on the premises in Grasonville, Queen Anne's County, Maryland, on January 6, 1986, at 2:00p.m., and will be sold then and there to the highest bidder(s). A deposit of $4,000.00 payable in cash or by certified or cashier's check will be required from the purchaser(s).

Enclosed is a xeroxed copy of an advertisement appearing in
bserver, a newspaper published in and for Queen Anne's
ing forth the particulars..

P18 6359522

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

ed copy of this letter is being sent to you by
..

Yours truly,

Michael R. Roblyer

Sent to Monte L. Barrett
Street and No. 2047 East Leroy Avenue
P.O. State and ZIP Code St. Francis, Mil., Wisconsi

POSTAGE		$ .22
CERTIFIED FEE		.75
SPECIAL DELIVERY		
RESTRICTED DELIVERY		.70
OPTIONAL SERVICES — RETURN RECEIPT SERVICE — SHOW TO WHOM AND DATE DELIVERED		
OPTIONAL SERVICES — RETURN RECEIPT SERVICE — SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY		
OPTIONAL SERVICES — RETURN RECEIPT SERVICE — SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY		1.25
OPTIONAL SERVICES — RETURN RECEIPT SERVICE — SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY		
TOTAL POSTAGE AND FEES		$ 2.92
POSTMARK OR DATE		

Court for
nne's County

PS Form 3811, July 1982 — RETURN RECEIPT

● 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:
Monte L. Barrett
2047 East Leroy Avenue
St. Francis, Milwaukee, Wisconsin

4. TYPE OF SERVICE:
☐ REGISTERED ☐ INSURED
☒ CERTIFIED ☐ COD
☐ EXPRESS MAIL

ARTICLE NUMBER
P18-6359522

(Always obtain signature of addressee or agent)

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

5. DATE OF DELIVERY
DEC 30 1985

6. ADDRESSEE'S ADDRESS (Only if requested)

7. UNABLE TO DELIVER BECAUSE:

8. POSTMARK (May be an invoice date)

7a. EMPLOYEE'S INITIALS

18 MSG 648

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MICHAEL R. ROBLYER, Assignee

vs.

RONALD L. RUBENZER and

MONTEE L. BARRETT

Civil No. 85-00494

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 14th day of January, 1986 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin,
Clerk

Filed: January 14, 1986

18 ... 619

MICHAEL R. ROBLYER, Assignee	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
RONALD R. RUBENZER and MONTEE L. BARRETT	*	QUEEN ANNE'S COUNTY
	*	CIVIL ACTION NO.: 85-000494
Defendants	*	

* * * * * * *

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Michael R. Roblyer, Assignee, respectfully represents unto your Honor:

1. That your Petitioner, by their Report of Sale filed in these proceedings, sold to Ira L. Snyder, as agent for Gibraltar Building and Loan Association, on the 6th day of January, 1986, certain property situated in Queen Anne's County, and described in these proceedings.

2. That the purchaser has requested your Petitioner to substitute as purchasers in his place and stead Joseph D. Clayton and Donna L. Clayton, his wife, their successors and assigns, which has requested to be so substituted.

WHEREFORE YOUR PETITIONER PRAYS that this Honorable Court pass an Order substituting Joseph D. Clayton and Donna L. Clayton, his wife, its successors and assigns, as purchasers in

RECEIVED
CLERK OF CIRCUIT COURT
[illegible] 22 AM 10 11
QUEEN ANNE'S COUNTY

the place and stead of Ira L. Snyder, agent for Gibraltar Building and Loan Association.

MICHAEL R. ROBLYER
Assignee under Second Mortgage
Stevens and Roblyer, P.A.
7 Willow Street
Annapolis, Maryland 21401
(301) 266-5533

CONSENT TO PETITION TO SUBSTITUTE A PURCHASER

We hereby consent to the relief prayed in the foregoing Petition.

By: _____
IRA L. SNYDER, Agent for
Gibraltar Building and Loan
Association

By: _____
MICHAEL R. ROBLYER, Assignee
under Second Mortgage

18 pg 651

Centreville, Md. 2/5 19 86

We Hereby Certify

That the annexed advertisement of

Ratification of 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 15th day of Feb. 19 86.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 22nd day of Jan. 19 86, and the last insertion on the 5th day of Feb. 19 86.

Publishers, Record Observer

Per _____

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
MICHAEL R. ROBLYER, Assignee
vs.
RONALD L. RUBENZER and
MONTEE L. BARRETT
Civil No. 85-00494

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 14th dey of January, 1986 that the sale of the reel property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shell be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin, Clerk
True Copy, Test:
Marguerite W. Mankin, Clerk
By: Anne F. Ward, Deputy Clerk

Filed January 14, 1986
RB-1-22-3t-022

RECEIVED
CLERK, CIRCUIT COURT
1986 MAY 29 AM 9:55
QUEEN ANNE'S COUNTY

18 MSP 652

MICHAEL R. ROBLYER, Assignee * IN THE

Plaintiff * CIRCUIT COURT

v. * FOR

RONALD R. RUBENZER, et al. * QUEEN ANNE'S COUNTY

Defendants * CIVIL ACTION NO.: 85-000494

* * * * * * *

FINAL RATIFICATION OF SALE

AND REFERRAL TO THE AUDITOR

The Court being satisfied that the above matter was fairly and properly made in accordance with Rule BR 6 b. 4., it is

ORDERED by the Circuit Court for Queen Anne's County, this 4th day of June, 1986, that the sale of the real estate made and reported in this cause by made and reported by the Assignee, Michael R. Roblyer, aforesaid be and the same is hereby finally Ratified and Confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as required by the preceding Notice; and the Trustee allowed the usual commissions and such proper expenses, not personal, as he shall be required to produce to the Auditor.

It is FURTHER ORDERED in accordance with Rule BR 6 b. 5., that this matter is hereby referred to the Court Auditor to determine the distribution of funds upon the settlement of the property in the above matter.

STEVENS AND ROBLYER, P.A.
ATTORNEYS AND
COUNSELORS AT LAW
7 WILLOW STREET
ANNAPOLIS, MD 21401

RECEIVED
CLERK, CIRCUIT COURT
1986 JUN -4 PM 3:59
QUEEN ANNE'S COUNTY

It is FURTHER ORDERED, the the Clerk furnish a copy of the information which the fiduciary is to furnish the Auditor along with a form of suggested account. This is to be furnished to the Auditor within fifteen (15) days of the recording of the deed in this matter.

It is FURTHER ORDERED, that upon receipt of this information from the fiduciary, the Auditor is to complete an audit of the sale and render an account in accordance with Rule 2-543(e) within thirty (30) days, unless extened by the Court.

Clayton C. Carter

JUDGE

18 PAGE 654

MICHAEL R. ROBLYER, Assignee	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
RONALD R. RUBENZER and MONTEE L. BARRETT	*	QUEEN ANNE'S COUNTY
Defendants	*	CIVIL ACTION NO.: 85-000494
	*	

* * * * * * *

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Michael R. Roblyer, Assignee, respectfully represents unto your Honor:

1. That your Petitioner, by their Report of Sale filed in these proceedings, sold to Ira L. Snyder, as agent for Gibraltar Building and Loan Association, on the 6th day of January, 1986, certain property situated in Queen Anne's County, and described in these proceedings.

2. That the purchaser has requested your Petitioner to substitute as purchasers in his place and stead Joseph D. Clayton and Donna L. Clayton, his wife, their successors and assigns, which has requested to be so substituted.

WHEREFORE YOUR PETITIONER PRAYS that this Honorable Court pass an Order substituting Joseph D. Clayton and Donna L. Clayton, his wife, its successors and assigns, as purchasers in

STEVENS AND ROBLYER, P.A
ATTORNEYS AND
COUNSELORS AT LAW
7 WALLOW STREET
ANNAPOLIS, MD 21401

CLERK'S OFFICE
1986 JUN 25 AM 9:52
QUEEN ANNE'S COUNTY

the place and stead of Ira L. Snyder, agent for Gibraltar Building and Loan Association.

MICHAEL R. ROBLYER
Assignee under Second Mortgage
Stevens and Roblyer, P.A.
7 Willow Street
Annapolis, Maryland 21401
(301) 266-5533

CONSENT TO PETITION TO SUBSTITUTE A PURCHASER

We hereby consent to the relief prayed in the foregoing Petition.

By: _____
IRA L. SNYDER, Agent for
Gibraltar Building and Loan
Association

By: _____
MICHAEL R. ROBLYER, Assignee
under Second Mortgage

By: _____
JOSEPH D. CLAYTON, Substitute
Purchaser

By: _____
DONNA L. CLAYTON, Substitute
Purchaser

18 656

MICHAEL R. ROBLYER, Assignee	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
RONALD R. RUBENZER and MONTEE L. BARRETT	*	QUEEN ANNE'S COUNTY
	*	CIVIL ACTION NO.: 85-000494
Defendants	*	

* * * * * * *

ORDER

Having read and considered the foregoing Petition to Substitute Purchasers by Consent, it is this 26th day of ~~May~~ June, 1986, by the Circuit Court of Queen Anne's County

ORDERED that Joseph D. Clayton and Donna L. Clayton, his wife, be and hereby are substituted as purchasers of the property, the subject of these proceedings, in the place and stead of Ira L. Snyder, agent for Gibraltar Building and Loan Association.

Clayton C. Carter
JUDGE

1986 JUN 26 PM 2 52
QUEEN ANNE'S COUNTY

18 657

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MICHAEL R. ROBLYER :
:
v. : Civil #85-00494
:
RONALD L. RUBENZER, et al. :

RECEIVED
CLERK CIRCUIT COURT
1986 AUG -5 AM 9:02
QUEEN ANNE'S COUNTY

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported (Note A)		$ 100.00	
Interest on $ 100.00 @ 12% from 01/06/86 to 05/15/86 129 days @ $0.03 per day		3.87	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 103.87
COMMISSIONS, to Fiduciary (Note B)		$ 10.00-	
ATTORNEY FEE, as claimed by Fiduciary		250.00-	
EXPENSES OF SALE			
Court costs	$ 275.50-		
Advertising			
Notices of sale			
Record-Observer	268.65-		
Capital Gazette	41.58-		
Washington Post	102.60-		
Report of sale	83.58-		
Bond premium	80.00-		
Auctioneer's fee (Note C)	25.00-	876.91-	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 65.00-		
Postage & copies	1.78-	66.78-	1,203.69-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 1,099.82-

INDEBTEDNESS DUE UNDER MORTGAGE		
Per Statement of Debt		
Principal	$ 21,456.94-	
Interest to 12/03/85	1,198.50-	
Interest on principal @ 12% 12/03/85 to 03/07/86 94 days @ $7.05	662.70-	$ 23,318.14-
AVAILABLE FOR DISTRIBUTION, as above		1,099.82-
DEFICIT		$ 24,417.96-

Note A The Settlement Statement submitted by the Fiduciary shows "the transaction between the substitute purchasers . . . and the financial institution", in which the purchasers "borrowed money from Gibraltar to pay off the first mortgage and to allow them to improve the existing house." Of the $162,100 "contract sales price" shown, $100 was payable to the Fiduciary. The Fiduciary later acknowledged additional liability for the interest.

Note B The commission is fixed by Second Circuit Rule BR8 a.

Note C Maximum auctioneer fee in absence of special order. Second Circuit Rule BR8 f

N O T I C E

The attached Account was filed on August 5, 1986. 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 Civil Action #85-00494. 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 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 persons on August 5, 1986:

Michael R. Roblyer, Esquire
7 Willow Street
Annapolis, Maryland 21401

Robert L. Rubenzer
Queen's Landing
Post Office Box 381
Chester, Maryland 21619

Monte L. Barrett
2047 East Leroy Avenue
St. Francis, Wisconsin

John W. Sause, Jr.
Auditor

18 660

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MICHAEL R. ROBLYER :
:
v. : Civil #85-00494
:
RONALD L. RUBENZER, et al. :
:

: : : : :

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate 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 19th day of August, 1986,

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 as the same has been or may be received.

Clayton C. Carter
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1986 AUG 19 PM 3:50
QUEEN ANNE'S COUNTY

18 PAGE 661

HOWARD WOOD, Assignee,
P. O. Box 307
Centreville, Maryland 21617,
Plaintiff

vs.

ROBERT C. CAMPBELL,
1201 West Street
Annapolis, Maryland 21401,
Defendant

In the Circuit Court for

Queen Anne's County

CV-86-00609

CIVIL 609#
CIV FEES 70.00
CHECK/MO 70.00
#123680 C001 R01 T13:30
04/10/86

ORDER TO DOCKET SUIT

Hon. Marguerite W. Mankin, Clerk:

Please docket suit as per the above titling, for foreclosure of the Mortgage from the abovenamed Defendant, Mortgagor, to Enoch A. Smith and Dolores Stinson, Mortgagees, dated December 10, 1981, and recorded among the land records of Queen Annne's County in Liber M.W.M. No. 180, folio 819, default having occurred in the payment of principal and interest secured by said mortgage, and in the payment of property taxes and hazard insurance obligation.

Please file a photocopy of the recorded mortgage and Assignment as an exhibit. HW 4/10/86

Please file the accompanying Statement of Mortgage Debt and Military Affidavit.

Howard Wood
(Howard Wood) Assignee

MILITARY AFFIDAVIT

Defendant, Robert C. Campbell, is not in the military service of the United States, nor has he been in said military service within six (6) months prior to the present date.

I do solemnly declare and affirm under the penalties of perjury that the conte nts of the foregoing Affidavit are true and correct.

Witness my hand this 9th day of April, 1986;

Howard Wood
(Howard Wood)

FILED
1986 APR 10 PM 1:40
QUEEN ANNE'S COUNTY

18-662

DOCUMENT NO. 107,613

MORTGAGE — INDIVIDUAL — FEE OR LEASEHOLD — MONTHLY PAYMENT — PRINCIPAL, INTEREST AND EXPENSES

THIS PURCHASE MONEY MORTGAGE, is made this 10th day of DECEMBER, 1981,

by and between ROBERT C. CAMPBELL

party of the first part, hereinafter referred to as Mortgagor, whose address is: Grasonville, Maryland 21638

and ENOCH A. SMITH and DOLORES STINSON

parties of the second part, hereinafter referred to as Mortgagee, whose address is: 2101 N. Fulton Avenue Baltimore, Maryland 21217

WHEREAS, Mortgagor is bona fide indebted to Mortgagee in the sum of THIRTEEN THOUSAND AND NO/100------

Dollars ($13,000.00----------) 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, in monthly installments of principal and interest in the amount of ONE HUNDRED FORTY THREE---------- Dollars and FIFTEEN----------Cents ($143.15--------), beginning on the 10th day of JANUARY, 1982, and monthly thereafter until the full amount of said principal and interest thereon shall have been paid; any balance of principal or interest due or unpaid on the 10th day of DECEMBER, 2001, shall be due and payable on said date; however, this Mortgage may be prepaid in whole or in part without penalty for such prepayment.

All sums aforesaid are to be paid in lawful money of the United States of America which shall be the legal tender in payment of all debts and dues, public and private, at the office of the Mortgagee at the address hereinabove stated, or at such other address as the Mortgagee or the holder of this mortgage may, from time to time, designate in writing;

And in order to secure and assure the repayment of said principal sum, the interest thereon and the performance of the covenants herein contained, this mortgage is executed.

NOW, THEREFORE, This Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, Mortgagor does hereby grant, convey and assign to Mortgagee in fee simple/~~the leasehold interest in~~, all that lot(s) of ground and premises situate and lying in the Fifth Election District of Queen Anne's County, State of Maryland, and described as follows, that is to say:

ALL THAT LOT, lots or pieces of land situate, lying and being in the Village of Grasonville in the Fifth Election District of Queen Anne's County, State of Maryland and contained within the following bounds and limits, said Lot is bounded on the North by the land of or formerly of James E. Mansfield, on the East by a 16-foot road running north and south along the Public School property, in the South by the lands of or formerly of Tilghman Gould and on the West by the land of or formerly of James Butler and Adaline Butler, his wife, containing one (1) acre of land, more or less. Being further described and known as Parcel No. 266 as shown on the Tax Map entitled "ENLARGEMENT OF GRASONVILLE, Queen Anne's County, E.D. 5", recorded as Tax Map No. 58-A in the Tax Map Book for Queen Anne's County by the Department of Assessments and Taxation, Tax Map Division.

SAVING AND EXCEPTING therefrom all that property conveyed by Louise Gould and Thos. Alfonza Gould, her husband and Charles N. Scott, Mortgagee, to Robert Giles and Frances Giles, his wife, by a Deed dated October 10, 1949, and recorded among the Land Records of Queen Anne's County in Liber NBW 4, folio 590 & 591. See also Power of Attorney from Robert Giles and Frances Giles, his wife, to Charles L. Schelberg, recorded among the aforesaid Land Records in Liber TSP 4, folio 149.

LIBER 180 PAGE 819

12/21/81 Original, Mailed to [illegible] Co. [illegible] 150 Sorrel St. P.O. Box 254 Annapolis, MD 21404

18 863

LIBER 180 FOLIO 820

CLERK'S OFFICE
'81 DEC 10 PM 12:33
QUEEN ANNE'S COUNTY

DEC 10-81 * 29218 ****15.00
DEC 10-81 A 29216 ****15.00

BEING the same lot(s) of ground and premises which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto

, was granted and conveyed/assigned by ENOCH A. SMITH and DOLORES STINSON, Personal Representatives of the Estate of LOUISE GOULD also known as MARY LOUISE GOULD, to the Mortgagor.

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

TO HAVE AND TO HOLD the said lot(s) of ground, with the Improvements and appurtenances aforesaid, to the said Mortgagee, in fee simple.

PROVIDED, that if the said Mortgagor shall well and truly pay or cause to be paid the aforesaid principal sum of THIRTEEN THOUSAND---------- Dollars and NO---------- Cents ($ 13,000.00----------), and all the interest thereon when and as such payments shall respectively be due and payable as aforesaid and shall perform each and all of the covenants herein on Mortgagor's part to be performed, then this Mortgage shall be void.

But upon any default being made in the payment of said principal or interest, in whole or in part when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured and then unpaid may thereupon be declared to be due and payable, at the option of the Mortgagee, after such default shall have continued for thirty (30) days.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the herein described property at any time after a default has occurred in any of the covenants of this mortgage, as herein provided; and the said Mortgagor hereby authorizes the said Mortgagee, or 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 THREE HUNDRED FIFTY AND NO/100---------- Dollars ($ 350.00------) for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee hereunder, whether the same shall have matured or not, including interest thereon until the final ratification of the final Auditor's Account in the foreclosure proceedings; (3) and the balance if any, to the said Mortgagor, or to whomever may be entitled to same. And in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof, the Mortgagor hereby covenants to pay also, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage, and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland and a counsel fee of THREE HUNDRED FIFTY AND NO/100---Dollars ($ 350.00----------); but said sale may be proceeded with unless, prior to the day appointed therefor, payment be made of said principal and interest, costs, expenses, commission and fee.

AND the said Mortgagor hereby covenants with the Mortgagee as follows:

(1) To repay the mortgage indebtedness hereby secured, together with the interest thereon at the rate aforesaid, at the times and in the amounts aforesaid;

(2) To purchase and pay the premiums thereon, during the term of this mortgage, of all policy or policies of fire and extended coverage insurance on the improvements on the above described lot of ground insuring the same against loss by fire and other hazards, usually referred to as "extended coverage," with an endorsement thereon making the proceeds of the policy or policies, in event of damage by fire or other covered casualty, payable to the Mortgagee to the extent of Mortgagee's lien on the land and improvements, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, in amounts sufficient to protect Mortgagee's lien thereon, and to deliver the policy or policies and all renewal policies or receipts to the Mortgagee; and in the event of any loss by fire or other casualties, the insurance company or companies issuing said policy or policies are hereby, and in said policy or policies are to be, directed by the Mortgagor to make payment for such loss to the Mortgagee only, to the extent of its lien thereon and any unpaid insurance premiums or taxes and other expenses advanced, and not to the Mortgagor and Mortgagee jointly; such payment to the Mortgagee shall be applied to the extinguishment of the principal, interest and other obligations secured by this mortgage, whether then due or not; however, the Mortgagee, in lieu thereof, may consent, in writing, to the application by the Mortgagee of the said insurance proceeds to the reconstruction of the improvements on the mortgage property;

(3) To pay all taxes, water and sewer charges and other public dues and assessments of every kind whatsoever for which the property hereby mortgaged may become liable, and to pay all ground rent, if any, when and as the same shall become due and payable and to deposit receipts for the same with the Mortgagee within 30 days after the due date for such payments;

~~(4) To pay to the Mortgagee, on the same date upon which the payment on account of principal and interest are made, on 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 purpose indicated and the funds may be commingled with other funds of the Mortgagee, such deposit as herein required shall be known as "Expense Account." The Mortgagee shall credit to said Expense Account interest thereon at the prevailing annual rate for savings accounts or percent ( ) computed on the average monthly balance accrued in such Expense Account. In the event the Mortgagor fails to provide sufficient funds to pay said expenses, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt herein and shall bear interest at the rate hereinbefore stated as the interest payable on the principal debt, from the date of such payment or payments, and said Mortgagee shall have a lien under this Mortgage on the premises hereinbefore described for the amount or amounts so paid together with the interest thereon as herein stated upon the principal debt. Failure to establish and maintain the aforesaid expense account for the payment of the aforesaid expenses shall, at the option of the Mortgagee, constitute a default in this Mortgage, for which foreclosure of this Mortgage may be instituted.~~

(5) Not to permit, commit or suffer to be committed any waste, impairment or deterioration of said above described property or any part thereof; and

(6) To pay a late charge not to exceed the greater of Two Dollars ($2.00) or one twentieth (1/20th) of the total amount of any delinquent or late periodic installments of principal and interest which is received at the office of the Mortgagee more than fifteen (15) calendar days after the due date thereof.

It is further agreed between the parties:

1. Each monthly payment made by the Mortgagor and paid to the Mortgagee, where the amount or amounts shall not be equal to the required monthly payments of principal, interest and the Expense Account, shall be applied as follows: First: To the payment of the interest due on the date of said payment; Second: Any balance remaining shall be credited on account of the unpaid principal due as of such date; and Third: Any balance remaining shall be credited to the Expense Account.

2. The holder of this mortgage, in any action to foreclose the same, shall be entitled, without regard to the adequacy of the security for the debt, to have a receiver appointed by the Court to collect the rents and profits of said property and account therefor as the Court may direct.

3. Should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or conveyed or encumbered in any manner, without the Mortgagee's, or other holder of this Mortgage, consent in writing or should the Mortgagor, or any one or more of the Mortgagor group, if more than one, be declared insolvent or bankrupt, then the balance then due or to become due on said principal indebtedness shall, at the option of the Mortgagee, become due and payable and constitute a ground of foreclosure if not paid on demand.

4. At the option of the Mortgagee, the entire indebtedness then unpaid and secured hereby shall become due and payable after a default in the payment of any monthly installment of principal or interest, as herein provided, shall continue for thirty (30) days, or after default, in the performance of any of the covenants or conditions hereof shall have continued for thirty (30) days;

5. The Mortgagee, at Mortgagee's election, may sell the property hereinabove described at the foreclosure sale, subject to one or more of the tenancies entered into subsequent to the recording of the mortgage, provided such fact is disclosed in the advertisement of the sale;

6. Should any portion of the above described property, or an easement appurtenant thereto, be condemned or taken under eminent domain, all or such part of any award or proceeds, as Mortgagee shall be entitled to receive in payment of the balance due on principal and interest and shall declare the same in writing, is, by this instrument assigned by Mortgagor to Mortgagee for payment of the said principal and interest due on said mortgage indebtedness, and Mortgagee is hereby authorized to give receipts and releases therefor; and

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

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

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

Whenever used herein, the words "Mortgagor" and "Mortgagee" shall include the heirs, personal representatives and/or assigns of the Mortgagor or Mortgagors, or Mortgagee or Mortgagees, and the successors and/or assigns of the Mortgagee or Mortgagees. The use of any gender shall be applicable to all genders and "Mortgagee" shall include any payee of the indebtedness hereby secured, or any transferee thereof whether by operation of law or otherwise. The use of the singular shall include the plural, and the plural the singular.

THE Mortgagee 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:

Rice E. Thompson

Robert C. Campbell (SEAL)
ROBERT C. CAMPBELL

_____ _____ (SEAL)

(ACKNOWLEDGMENT ON FOLLOWING PAGE)

Acknowledged the X P.C.C.

18 665

LIBER 180 FOLIO 822

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

I HEREBY CERTIFY that on this 10th day of DECEMBER, 19 81 before me, the subscriber, a Notary Public of the State of Maryland, personally appeared ROBERT C. CAMPBELL, the aforesaid Mortgagor, 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 ENOCH A. SMITH and DOLORES STINSON, the aforesaid Mortgagee's, and made oath in due form of law that they are the parties secured by the aforegoing mortgage, that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth; and that the amount of the loan which the aforegoing mortgage has been given to secure was paid over and disbursed by the party secured by the mortgage, to either the borrower or the person responsible for disbursement of funds in the closing transaction, or their respective agent, at a time no later than the execution and delivery of the mortgage by the borrower.

AS WITNESS my hand and notarial seal.

Richard E. Thompson
Notary Public

RICHARD E. THOMPSON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

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.

Attorney

18 PAGE 666

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM 180 folio 819, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 10th day of April 1985.

Margueritte W. Mankin

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

DOCUMENT NO. 123463 249 240 18 607

THIS MORTGAGE ASSIGNMENT, made this day of 1986, by DOLORES STINSON, of Queen Anne's County, Maryland;

WITNESSETH, that in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the said Dolores Stinson does hereby assign unto HOWARD WOOD, of the said County and State, for the purpose of collection by foreclosure or otherwise all of her undivided one-half (1/2) interest and estate of, in and to the following described mortgage of real estate, to wit:

ALL of that Mortgage by and between Robert C. Campbell, Mortgagor, and Enoch A. Smith and Dolores Stinson, Mortgagees, dated December 10, 1981 and recorded among the land records of Queen Anne's County, in the State of Maryland, in Liber M.W.M. No. 180, folio 819.

WITNESS the hand and seal of said Assignor:

TEST:

Shirley L. Conyer Dolores Stinson (SEAL)
(Dolores Stinson)

STATE OF DELAWARE,

NEW CASTLE COUNTY, TO WIT:

On this, the day of , 1986, before me, the subscriber, a Notary Public of the State of Delaware, in and for New Castle County, personally appeared Dolores Stinson known to me (or sat isfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

George H. Arthur Jr.
Notary Public
My commission expires: Feb 11, 1987

1986 APR 10 PM 1:38
QUEEN ANNE'S COUNTY

ASSIGN 0#
RECD FEE 12.00
POSTAGE .50
CHECK/MO 12.50
#123670 C001 R01 T13:27
04/10/86

18 666

HOWARD WOOD, Assignee of Mortgage * In the Circuit Court of

vs. * Queen Anne's County

ROBERT C. CAMPBELL, Mortgagor *

STATEMENT OF MORTGAGE DEBT

To unpaid balance of principal debt due Dolores Stinson	$ 6,138.40
To 12% annual interest on said Balance, 8/10/85 - 2/25/86	394.90
To unpaid balance of 1984-85 property taxes on the mortgaged property, advanced by Mortgagee	84.23
To hazard insurance premium on mortgaged property advanced by Mortgagee on 2/24/86	103.00
TOTAL	$ 6,720.53

NOTE: Said Total does not include any balance of principal and interest due Enoch A. Smith, nor any unpaid taxes or other public charges against the mortgaged property.

Dolores Stinson
(Dolores Stinson)

STATE OF DELAWARE,

NEW CASTLE COUNTY, TO WIT:

On this, the 3rd day of March, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Dolores Stinson known to me (or satisfactorily proven) to be the person whose name is subscribed tothe foregoing Statement of Mortgage Debt and made oath in due form of law that the matters and facts set forth in said instrument are true and correct, to the best of her knowledge, information and belief.

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

George H. Arthur Jr.
Notary Public
My commission expires: Sept 11, 1987

1986 APR 10 PM 1:40
QUEEN ANNE'S COUNTY

STATE OF MARYLAND,

QUEEN ANNE'S COUNTY, TO WIT:

KNOW ALL MEN BY THESE PRESENTS, That we, Howard Wood, of the said County and State, as principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly authorized by its charter to become sole surety on bonds,are held and firmly bound unto the State of Maryland in the full and just sum of Fifteen Thousand Dollars ($15,000.00) current money of the United States of America, to be paid to the 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 tbis 9th day of May, 1986;

WHEREAS, the above bounden Howard Wood by virtue of the power contained in a mortgage from Robert C. Campbell to Enoch A. Smith and Dolores Stinson, dated December 10, 1981, and recorded among the land records of Queen Anne's County in Liber M.W.M. No. 180, folio 819, assigned by Dolores Stinson to Howard Wood for collection by foreclosure or otherwise, the said Howard Wood, Assignee of Mortgage, 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 Howard Wood does and shall well, 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 the said 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.

SIGNED, sealed and delivered
in the presence of:

Judith A. Bennett

Howard Wood (SEAL)
(Howard Wood)

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Judith A. Bennett
Its Attorney-in-fect

ATTEST:

Jane A. Hughes

Surety approved
& bond filed 5/9/86

FIDELITY AND DEPOSIT COMPANY OF MARYLAND SEAL

18 mg 670

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM No. 4, folio 69, 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 May, 1986.

Marguerite W. Mankin

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

DOCUMENT NO. 17078

L. 251 F. 176 18 671

THIS MORTGAGE ASSIGNMENT, made this 8th day of May, 1986, by ENOCH A. SMITH, of Baltimore City, Maryland;

WITNESSETH, that in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Enoch A. Smith does hereby assign unto HOWARD WOOD, of Queen Anne's County, in the State of Maryland, for the purpose of collection by foreclosure or otherwise, all of his undivided one (1/2) interest and estate of, in and to the following described mortgage of real estate, to wit:

ALL of that mortgage by and between Robert C. Campbell, Mortgagor, and Enoch A. Smith and Dolores Stinson, Mortgagees, dated December 10, 1981 and recorded among the land records of Queen Anne's County, Maryland, in Liber M.W.M. No. 180, folio 819.

WITNESS the hand and seal of said Assignor:

Witness:

Enoch A. Smith (SEAL)
(Enoch A. Smith)

STATE OF MARYLAND,

BALTIMORE CITY, sct:

On this, the 8th day of May, 1986, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared Enoch A. Smith known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public
My commission expires: 1 July 1986

ASSIGN OH
RECD FEE 12.00

RECEIVED
CLERK, CIRCUIT COURT
1986 MAY 12 PM 12:05
QUEEN ANNE'S COUNTY

18 672

HOWARD WOOD, Assignee of Mortgage * In the Circuit Court for

vs. * Queen Anne's County

ROBERT C. CAMPBELL, Mortgagor * CV-86-00609

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of real estate made in this cause by Howard Wood, Assignee of Mortgage, unto your Honors, respectfully shows:

1. That the above Mortgagor by mortgage dated December 10, 1981 and recorded among the land records of Queen Anne's County in Liber M.W.M. No.180, folio 819, mortgaged the real estate therein described to Enoch A. Smith and Dolores Stinson in order to secure part of the purchase price for said property, which said mortgage congains a power of sale exercisable by the assignees of the Mortgagees in the event of the default by Mortgagor in his covenants contained in said mortgage.

2. That default having occurred in the terms of said mortgage by reason of the non-payment of the principal debt and interest thereon when due, as well as property taxes and sanitary sewer assessments, and failure to provide hazard insurance, said Assignee gave more than fifteen days' notice by three successive weekly insertions in the Queen Anne's Record-Observer, a newspaper published in Queen Anne's County, the last of said insertions having been less than one week prior to sale, of the time, place and terms of sale.

3. That prior to the sale, said Assignee filed his approved bond with corporate surety in the penalty of Fifteen Thousand Dollars ($15,000.00) in these proceedings.

4. That thereupon, pursuant to said notice, a certificate of publication of which is filed herewith, said Assignee attended at the mortgaged premises on Friday, May 9, 1986, at 2:00 o'clock P.M. and then and there offered said property at public auction and sold said real estate to Melvin E. Brookshire for the sum of Fourteen Thousand Five Hundred Fifty Dollars ($14,550.00), as appears by the certificate of Robert H. Campbell, Auctioneer which is filed herewith, and said Purchaser has complied with the advertised terms of sale by making the required deposit.

I hereby affirm under the penalties of perjury that the contents of the foregoing Report of Sale are true and that said sale was fairly made.

CLERK, CIRCUIT COURT
1986 MAY 12 PM 12:05
QUEEN ANNE'S COUNTY

Respectfully submitted,

Howard Wood, Assignee

18 mo 673

HOWARD WOOD, Assignee of Mortgage	*	In the Circuit Court for
vs.	*	Queen Anne's County
ROBERT C. CAMPBELL, Mortgagor	*	CV-86-00609

STATEMENT OF MORTGAGE DEBT

To unpaid balance of principal debt due Enoch A. Smith	$ 6,086.42
To 12% annual interest on said Balance, 1/10/86-4/30/86	223.17
TOTAL	$ 6,309.59

NOTE: Said Total does not include the balance of principal and interest due Dolores Stinson, nor any unpaid taxes or other public charges against the mortgaged property.

Enoch A. Smith
(Enoch A. Smith)

STATE OF MARYLAND,

BALTIMORE CITY, sct:

On this, the 8th day of May, 1986, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared Enoch A. Smith known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Statement of Debt and made oath in due form of law that the matters and facts set forth in said instrument are true and correct, to the best of his knowledge, information and belief.

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

G. L. Stewart
Notary Public
My commission expires: 1 July 1986

RECEIVED
CLERK, CIRCUIT COURT
1986 MAY 12 PM 12:05
QUEEN ANNE'S COUNTY

1 18 fol 674 1

Centreville, Md. 5/7 19 86

We Hereby Certify

That the annexed advertisement of

Assignee's sale

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 9th day of May 19 86. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 23rd day of April 19 86, and the last insertion on the 7th day of May 19 86.

Publishers, Record Observer

CLERK. CIRCUIT COURT

1986 MAY 12 PM 12: 06

QUEEN ANNE'S COUNTY

Assignee's Sale

OF RESIDENCE

Default having occurred in the terms of the mortgage from Robert C. Campbell to Enoch A. Smith and Dolores Stinson dated December f0, 198f and recorded among the land records of Queen Anne's County in Liber M.W.M. No. 180, folio 819, the undersigned Assignee of Dolores Stinson will sell at public sale to the highest bidder on Friday

May 9, 1986,

at 2:00 P. M.

on the premises, all of the following described real estate:

ALL that 2-story house and lot of land situate in Grasonville, Fifth Election District, Queen Anne's County, Maryland, on the west side of Station Lane, which is bounded on the north by land formerly of James E. Mansfield, on the east by Station Lane, on the south by land of or formerly of Tilghman Gould and on the west by land of or formerly of the P.C. Butler Heirs, containing one (1) acre of land, more or less; EXCEPTING the lot of land conveyed therefrom by Louise Gould, et al., to Robert Giles and wife by deed dated October f0, f949 and recorded among said land records in Liber N.B.W. No. 4, folio 590.

TERMS OF SALE

The whole price may be paid in cash on day of sale, or a deposit of Two Thousand Dollars ($2,000.00) will be required in cash or certified check on day of sale, the balance ten (10) days after final ratification of sale by the Circuit Court for Queen Anne's County, said balance to bear interest from day of sale and be secured to the Assignee's satisfaction. Title papers and costs of recording deed, transfer and recordation taxes to be at purchaser's expense. Taxes and public charges will be prorated as of date of settlement.

HOWARD WOOD, Assignee
P. O. Box 307
Centreville, Maryland 216f7
Tel. (30f) 758-1460

RB-4-23-3t-032

18 675

TELEPHONE
301-263-6808

ROBERT H. CAMPBELL & ASSOCIATES

Auctioneers & Appraisers

ESTABLISHED 1947

LICENSED AUCTIONEERS AND APPRAISERS OF REAL ESTATE AND PERSONAL PROPERTY

MEMBER NATIONAL, STATE AUCTIONEER'S ASSOCIATIONS

& INTERNATIONAL SOCIETY OF APPRAISERS

121 PRINCE GEORGE STREET
ANNAPOLIS, MARYLAND 21401

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 9th day of MAY, 1986, sold the property described in the attached advertisement, unto Melvin E. Brookshire

at and for the sum of Fourteen Thousand Five hundred Fifty Dollars ($14,550.00)

being then and there the highest bidder(s) therefore and that the sale was fairly made.

Auctioneer
Robert H. Campbell & Associates
Richard C. Campbell

RECEIVED
CLERK, CIRCUIT COURT
1986 MAY 12 PM 12: 06
QUEEN ANNE'S COUNTY

18 AG 676

HOWARD WOOD, Assignee of Mortgage * In the Circuit Court for

vs. * Queen Anne's County

ROBERT C. CAMPBELL, Mortgagor * CV-86-00609

AFFIDAVIT OF PURCHASER

The undersigned, purchaser of the land and premises from Howard Wood, Assignee of Mortgage, at foreclosure sale on the 9th day of May, 1986, pursuant to advertisement filed in the above proceeding, hereby certify:

1. That I am not acting as agent for any one; and am acting solely on my own behalf as principal.

2. That no others are interested as principals.

3. That I have not directly or indirectly discouraged anyone from bidding for said property.

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

Witness my hand, this 9th day of May, 1986:

Melvin E. Brookshire

(Melvin E. Brookshire)
Purchaser

RECEIVED
CLERK, CIRCUIT COURT
1986 MAY 12 PM 12:06
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

HOWARD WOOD, Assignee

vs.

ROBERT C. CAMPBELL

Civil No. 86-00609

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 13th day of May, 1986 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin
Marguerite W. Mankin,
Clerk

Filed: May 13, 1986

18 PAGE 678

Centreville, Md. 6/4 19 86

We Hereby Certify

That the annexed advertisement of Ratification of 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 June 19 86. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 21st day of May 19 86, and the last insertion on the 4th day of June 19 86.

Publishers, Record Observer

Per Dorothy M. Monroe

RECEIVED
CLERK, CIRCUIT COURT
1986 JUN 13 AM 10:43
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
HOWARD WOOD, Assignee
vs.
ROBERT C. CAMPBELL
Civil No. 86-00609

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 13th day of May, 1986 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin, Clerk
TRUE COPY, TEST:
Marguerite W. Mankin, Clerk
By Anne F. Ward, Deputy Clerk
Filed: May 13, 1986
RB-5-21-3t-031

18 679

HOWARD WOOD, Assignee	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
ROBERT C. CAMPBELL	:	CIVIL NO. 86-00609

FINAL RATIFICATION OF SALE
AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Notice of the Clerk of this Court, it is

ORDERED, by the Circuit Court for Queen Anne's County, this 18th day of June, 1986, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.

2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.

3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.

4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.

Clayton C. Carter
Judge

Distribution:
File
Fiduciary(s)
Court Auditor

RECEIVED
CLERK, CIRCUIT COURT
1986 JUN 19 AM 9:16
QUEEN ANNE'S COUNTY

18 - 609

HOWARD WOOD, Assignee * In the Circuit Court for

vs. * Queen Anne's County

ROBERT C. CAMPBELL, Mortgagor * CV 86-00609

Petition for Allowance of Auctioneer Fee

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Howard Wood, Assignee, Plaintiff, unto your Honors, Respectfully sets forth:

1. That your Petitioner engaged Robert H. Campbell, who is not related to Robert C. Campbell, Mortgagor, Defendant, to cry the sale of the mortgaged real estate which is the subject of this proceeding.

2. That Robert H. Campbell performed this service in a highly satisfactory manner, patiently urging bidders to keep the bidding in progress, which they did for a considerable time, in small increments, until the property was finally struck off and sold for $14,550.00 as heretofore reported.

3. That your Petitioner has agreed with Robert H. Campbell that a fee of 1% of the sale price, or $145.50, would be fair and reasonable in the circumstances of this case.

4. That Robert H. Campbell is a thoroughly experienced auctioneer, having been established in this occupation in Annapolis since 1947.

Wherefore, your Petitioner prays your Honors to allow a reasonable fee to be paid from the sale proceeds to said auctioneer for his services.

I hereby affirm under the penalties of perjury that the contents of the foregoing Report of Sale are true and that said sale was fairly made.

CLERK'S OFFICE

1986 JUN 16 PM 2:44

QUEEN ANNE'S COUNTY

Respectfully submitted,

Howard Wood
(Howard Wood) Assignee

ORDER OF COURT

ORDERED, this 19th day of June, 1986, that Howard Wood, Assignee, is authorized to pay from the sale proceeds of the real estate sold in this cause to Robert H. Campbell, Auctioneer, a fee of One Hundred Forty-five and 50/100 Dollars ($145.50).

Judge

RECEIVED
CLERK, CIRCUIT COURT
1986 JUN 20 AM 10:38
QUEEN ANNE'S COUNTY

18 681

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

HOWARD WOOD, Assignee :
:
v. : Civil #86-00609
:
ROBERT C. CAMPBELL :
:

: : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$ 14,550.00	
Interest on $ 12,550.00 @ 6% from 05/09/86 to 06/19/86 41 days @ $2.063 per day		84.58	
Real property taxes $ 185.54 from 06/19/86 to 06/30/86 as allowed at settlement		5.77	
Sewer charges $ 54.55/quarter from 06/19/86 to 06/30/86 11 days @ $ .599		6.59	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 14,646.94
COMMISSIONS, to Fiduciary		$ 877.50-	
ATTORNEY FEE, per MORTGAGE		350.00-	
EXPENSES OF SALE			
Court costs	$ 192.50-		
Advertising			
Notices of sale	155.22-		
Report of sale	83.58-		
Bond premium	60.00-		
Auctioneer's fee	145.50-		
Sewer charges	542.93-		
Certified mail	1.67-	1,181.40-	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 65.00-		
Postage & copies	1.04-	66.04-	2,474.94-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 12,172.00

RECEIVED
CLERK, CIRCUIT COURT
1986 JUL 16 PM 2:05
QUEEN ANNE'S COUNTY

AUDITOR'S ACCOUNT Civil #86-00609 Page 2

INDEBTEDNESS DUE UNDER MORTGAGE		
Per Statement of Debt -- Stinson		
Principal	$ 6,138.40-	
Interest to 02/25/86	394.90-	
1984/85 taxes	84.23-	
Hazard insurance premium	29.20-	
Interest on principal @ 12%		
02/25/86 to 07/08/86		
133 days @ $2.018	268.39-	$ 6,915.12-
Per Statement of Debt -- Smith		
Principal	$ 6,086.42-	
Interest to 04/30/86	223.17-	
04/30/86 to 07/08/86		
69 days @ $2.001	138.07-	6,447.66-
TOTAL INDEBTEDNESS		$ 13,362.78-
AVAILABLE FOR DISTRIBUTION, as above		
To Dolores Stinson (51.75%)	$ 6,299.01	
To Enoch A. Smith (48.25%)	5,872.99	12,172.00
DEFICIT		
Due Dolores Stinson	$ 616.11-	
Due Enoch A. Smith	574.67-	$ 1,190.78-

N O T I C E

The attached Account was filed on July 16, 1986. 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.

18 AM 683

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 Civil Action #86-00609. 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 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 persons on July 16, 1986:

Howard Wood, Esquire
Post Office Box 307
Centreville, Maryland 21617

Robert C. Campbell
1201 West Street
Annapolis, Maryland 21401

John W. Sause, Jr.
Auditor

18 ag 684

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

HOWARD WOOD, Assignee :
:
v. : Civil #86-00609
:
ROBERT C. CAMPBELL :
:

: : : : :

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate 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 29th day of July, 1986,

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 as the same has been or may be received.

Taylor D. Carter
JUDGE

FILED
JUL 29 1986
CIRCUIT COURT
QUEEN ANNE'S CO.

18 685

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY, MARYLAND

Robert H. Symonds
Barbara A. Oosterhout
Substitute Trustees

Plaintiffs

vs. Civil No. 85-00435

Edward A. Gordon and Sharon J. Gordon
Route 2, Box 6511
Chester, Maryland 21619
Defendants

CIVIL 435M
CIV FEES 70.00
CHECK/MO 70.00
#062280 C001 R01 T13:28
09/24/85

Proceedings to foreclosure under the terms of a Deed of Trust recorded among the Land Records of QUEEN ANNE County, Maryland in Liber 211 at folio 451.

Mr. Clerk:

Kindly docket suit in the above entitled cause, file the Deed of Trust handed you herewith, and bond when approved.

Barbara A. Oosterhout

Barbara A. Oosterhout
9418 Annapolis Road
Lanham, Maryland 20706
(301) 459-2529

RECEIVED
CLERK, CIRCUIT COURT
1985 SEP 24 PM 1:34
QUEEN ANNE'S COUNTY

DOCUMENT NO. 117041- 18 FOLIO 686

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

MARYLAND

DEED OF TRUST

PURCHASE MONEY

THIS DEED, made this 12th day of April, 19 84, by and between

EDWARD A. GORDON and SHARON J. GORDON, his wife,

CLERK

84 APR 13 PM 3:37

APR 16 84 ***** 20.50
APR 16 84 A ***** 20.50

party of the first part, and NORMAN D. WOOD, Trustee,
as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto CITICORP HOMEOWNERS, INC.

, a corporation organized and existing under the laws of Delaware, in the principal sum of SIXTY ONE THOUSAND TWO HUNDRED ---------- Dollars ($ 61,200.00), with interest from date at the rate of thirteen per centum (13.0 %) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of SIX HUNDRED SEVENTY SIX & 99/100 Dollars ($ 676.99), commencing on the first day of June, 19 84, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 2014,

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

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

ALL that lot of land, situate, lying and being on Kent Island, In the Fourth Election District of Queen Anne's County, State of Maryland, In Cox Neck on Cox Creek, being known and designated as Lot No. 119A on a Plat entitled "Property Survey of Benton's Pleasure, Kent Island, Maryland," made by Paul E. Tignor, Registered Civil Engineer and Land Surveyor, dated January 30, 1947 and recorded among the Land Records of Queen Anne' County aforesaid in Liber A.S.G.,Jr. No. 16 folio 374.

BEING the same lot of ground which by Deed dated even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County immediately prior hereto was granted and conveyed by THOMAS FOXWELL and JUANITA FOXWELL, his wife unto EDWARD A. GORDON and SHARON J. GORDON, his wife.

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

LIBER 211 FOLIO 451

LIB. 211 FOL. 452 18 687

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

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this Deed of Trust or Note under the provisions of the Servicemen's Readjustment Act of 1944, as amended, within sixty days of the refusal of the Veterans Administration to issue its Certificate of Guaranty, the holder of this indebtedness may at its option declare all sums secured by this Deed of Trust immediately due and payable.

The Borrowers covenant and agree that so long as the Deed of Trust and the said Note secured hereby are in any part guaranteed under the provisions of the Title III of the Servicemen's Readjustment Act, as amended; they will not execute or file for record any instruments which include a restriction upon the sale or the occupancy of the herein property on the basis of race, color or creed. Upon any violation of this undertaking the holder of this indebtedness may at its option declare the unpaid balance of the debt secured hereby immediately due and payable.

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

Upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said party of the first part or assigns, at such party's cost. Prior to the execution and delivery of any partial or complete release, each trustee shall be entitled to charge and receive a fee of $5.00, plus $.50 for Notary's fee, for each release. The right to charge and receive said fee shall be limited to two trustees.

Upon a default in the payment of any indebtedness hereby secured or in the performanee of any of the terms or conditions hereof as hereinafter provided, then, in either event, all of the indebtedness hereby seeured shall at once beeome due and payable without notiee at the option of the holder of the note and the said party of the seeond part, or the Trustee aeting in the execution of this trust, shall have power and it shall be such trustee's duty to sell, and in ease of any default of any purehaser, to resell, at public auetion, for eash, in one pareel at sueh time and plaee, and after sueh previous publie advertisement as the party of the seeond part, or the Trustee aeting in the exeeution of this trust, shall deem advantageous and proper; and to eonvey the same upon compliance with the terms of sale, to, and at the cost of, the purehaser or purehasers thereof, who shall not be required to see to the applieation of the purchase money; and shall apply the proeeeds of said sale or sales: First, to pay all proper eosts, charges, and expenses, including all attorneys' and other fees and costs herein provided for, all moneys advaneed for eosts or expenses, expense of litigation as aforesaid, taxes or assessments, or insuranee 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 eompensation a eommission of one per centum (1%) on the amount of the said sale or sales; Second, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon sueh sale being made before the maturity of said note, be and beeome immediately due and payable at the eleetion of the holder thereof; Third, to reimburse the Veterans Administration for any sums paid by it on aecount of the guarantee or insurance of the indebtedness secured hereby; and, lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, such party's heirs, exeeutors, administrators, or assigns, upon the delivery and surrender to the purehaser, the heirs or assigns thereof, the possession of the premises, less the expense, if any, of obtaining possession.

Party of the first part covenants and agrees as follows:

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

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

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

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

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

(II) interest on the note secured hereby; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders and the term "holder of the said note" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Witness:

Donna M. Spagnolo

Edward A. Gordon [SEAL]
EDWARD A. GORDON

[SEAL]

Sharon J. Gordon [SEAL]
SHARON J. GORDON

[SEAL]

STATE OF MARYLAND, COUNTY OF QUEEN ANNE to wit:

I HEREBY CERTIFY, That on this 12th day of April, 1984, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared EDWARD A. GORDON AND SHARON J. GORDON, his wife ~~and~~ ~~his wife~~ and they acknowledged the foregoing deed to be their act.

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

My commission expires July 1, 1986

Donna M. Spagnolo
Notary Public.

DONNA M. SPAGNOLO NOTARY PUBLIC BALTIMORE COUNTY, MD.

I HEREBY CERTIFY that on this 12th day of April, 1984, before me, the subscriber, a Notary Public in and for Baltimore County, personally appeared SALLY J. MEYERS, an 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 ($61,200.00) is true and bona fide as therein set forth; and that the ~~xxxxxx~~ secured hereby has been paid over and disbursed by the Party secured hereby unto the within named party of the first part or the person responsible for the disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery of this Deed of Trust by the borrower, and also make oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS: my hand and notarial seal.

Donna M. Spagnolo
Notary Public.

DONNA M. SPAGNOLO NOTARY PUBLIC BALTIMORE COUNTY, MD.

My commission expires July 1, 1986

** actual sum of money advanced at the closing transaction of the party or parties

CL RK 20.50
STAMP
OTAL 20.50 pd.

77 117,041

STATE OF MARYLAND

Deed of Trust

TO

Trustee.

RECEIVED FOR RECORD on the 16th day of April A.D. 1984, at 3:37 o'clock P. M., and recorded in Liber No. MWM 211 at folio 451 one of the Land Records.

Examined by [illegible]

Recorder.

GA-101463

CHICAGO TITLE INSURANCE COMPANY
105 West Chesapeake Avenue
Towson, Maryland 21204
301/321-0900

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

BALTIMORE MARYLAND

DEED OF TRUST NOTE

Baltimore , Maryland.

$ 61,200.00 April 12 , 19 84 .

FOR VALUE RECEIVED, the undersigned promise(s) to pay to Citicorp Homeowners, Inc.

or order, the principal sum of SIXTY ONE THOUSAND TWO HUNDRED Dollars ($61,200.00), with interest from date at the rate of thirteen per centum (13.0 %) per annum on the unpaid balance until paid, said principal and interest being payable at the office of CITICORP HOMEOWNERS, INC., whose address is 670 Mason Ridge Center Drive, , in St. Louis Mo, 63141 , or at such other place as the holder hereof may designate in writing delivered or mailed to the debtor, in monthly installments of Six hundred seventy six & 99/100 Dollars ($ 676.99), commencing on the first day of June , 19 84, and continuing on the first day of each month thereafter until this note is fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the first day of May 2014 , .

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

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

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

Presentment, protest and notice are hereby waived.

Edward A. Gordon
EDWARD A. GORDON

Sharon J. Gordon
SHARON J. GORDON

THIS IS TO CERTIFY that this is the note described in, and secured by, a Deed of Trust of even date herewith and in the same principal amounts as herein stated to Norman D. Wood,

Trustee(s) on real estate located in Queen Anne's County
State of Maryland, and known as: Lot 119A Benton's Pleasure

Dated this 12th day of April , 19 84

Donna M. Spagnolo

DONNA M. SPAGNOLO NOTARY PUBLIC BALTIMORE COUNTY, MD.
Notary Public
530478

18 PAGE 691

Pay to the Order of
CITICORP HOMEOWNERS SERVICES, INC.
without recourse on us,
CITICORP HOMEOWNERS, INC.
By _____
Sandra J. McKinley, Assistant Secretary

ASSIGNED FOR VALUE RECEIVED
without recourse on us,
CITICORP HOMEOWNERS SERVICES, INC.
By _____
B. J. Wilhelm, Assistant Treasurer

Pay to the order of
Citicorp Homeowners, Inc.
without recourse on us,
Citicorp Homeowners Services, Inc.
By _____
Lynn McBride, Assistant Secretary

18 mo 602

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY, MARYLAND

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

Robert H. Symonds
Barbara A. Oosterhout
Substitute Trustees

Plaintiffs

vs. Civil No. 85-00435

Edward A. Gordon and Sharon J. Gordon

Defendants

STATE OF MISSOURI, COUNTY OF ST. LOUIS

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public in and for said State and County, personally appeared John W. Jokerst, Asst. Secretary, and made oath in due form of law that he or she knows the defendant(s) herein, and that to the best of his or her 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; and

(4) Said defendant(s) is/are not a member or members of the Enlisted Reserve Corps who has/have been ordered to report for military service.

John W. Jokerst

John W. Jokerst, Asst. SecrAffiant

Subscribed and sworn to before me this 23rd day of August, 1985.

Barbara A. Tucholke

Notary Public

BARBARA A TUCHOLKE
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS CO.
MY COMMISSION EXP. JAN. 7, 1989
ISSUED THRU MISSOURI NOTARY ASSOC.

18 fo 683

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY, MARYLAND

Robert H. Symonds
Barbara A. Oosterhout
Substitute Trustees

Plaintiffs

vs. Civil No. 85-00435

Edward A. Gordon and Sharon J. Gordon

Defendants

AFFIDAVIT OF INDEBTEDNESS

The undersigned does hereby certify that she is the attorney for the holder of the note secured by the Deed of Trust recorded among the Land Records of QUEEN ANNE County, Maryland in Liber 211 at folio 451 and that the unpaid principal balance due on said Note is $61,157.58 with interest at 13.0% from September 1, 1985 plus late charges accumulating from October 1, 1985 at a rate of 27.07 per month.

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.

Rule W72d,1-304

Barbara A. Oosterhout

Barbara A. Oosterhout
9418 Annapolis Road
Lanham, Maryland 20706-3097
(301) 459-2529

RECEIVED
CLERK, CIRCUIT COURT
1985 SEP 25 AM 10: 04
QUEEN ANNE'S COUNTY

18 AG 684

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY, MARYLAND

Robert H. Symonds
Barbara A. Oosterhout
Substitute Trustees

Plaintiffs

vs. Civil No. 85-00435

Edward A. Gordon and Sharon J. Gordon

Defendants

AMENDED AFFIDAVIT OF INDEBTEDNESS

The undersigned does hereby certify that she is the attorney for the holder of the note secured by the Deed of Trust recorded among the Land Records of QUEEN ANNE County, Maryland in Liber 211 at folio 451 and that the unpaid principal balance due on said Note is $61,157.58 with interest at 13.0% from August 1, 1984 plus late charges accumulating from September 1, 1984 at a rate of 27.07 per month.

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.

Rule W72d,1-304

Barbara A. Oosterhout

Barbara A. Oosterhout
9418 Annapolis Road
Lanham, Maryland 20706-3097
(301) 459-2529

RECEIVED
CLERK, CIRCUIT COURT
1985 OCT 15 AM 10: 16
QUEEN ANNE'S COUNTY

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

BOND # K8-20-08-B

PEERLESS INSURANCE COMPANY
KEENE NEW HAMPSHIRE 03431

TRUSTEES BOND

CIVIL No. 85-00435

KNOW ALL MEN BY THESE PRESENTS:

That we, Robert H. Symonds and Barbara A. Oosterhout as principal, and Peerless Insurance Company, a body corporate, duly incorporated under the laws of the State of New Hampshire, as surety, are held and firmly bound unto The State of Maryland (hereinafter called the obligee), in full and just sum of Seventy-five Thousand and no/100---------- Dollars ($ 75,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors, or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 4th day of October, in the year of our Lord 1985.

WHERAS, the above bounden Robert H. Symonds and Barbara A. Oosterhout by virtue of the power contained in a deed of trust from Edward A. Gordon & Sharon Jane Gordon to Robert H. Symonds and Barbara A. Oosterhout, substituted trustees bearing date the 12th day of April, 1984 and recorded among the Land Records of Queen Anne County in Liber No. 211, Folio 451 and Robert H. Symonds and Barbara A. Oosterhout are about to sell the land and premises described in said deed of trust, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Robert H. Symonds and Barbara A. Oosterhout to 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.

IN TESTIMONY WHEREOF, the above bounden Robert H. Symonds and Barbara A. Oosterhout have hereto set their hand and seal and the said body corporate has caused those presents to be duly signed by its duly authorized agent and attorney-in-fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of

Gaye W. Simerly — [signature] (Seal)

As to both trustees — Barbara A. Oosterhout (Seal)

Robert F. Brown — [signature] (Seal)

Peerless Insurance Company
by: H. Duncan Creelman
Attorney-In-Fact

Bond with surety approved filed 10/29/85

CLERK
1985 OCT 29 AM 11: 15
QUEEN ANNE'S COUNTY

PEERLESS INSURANCE COMPANY KEENE, NH

STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit: 18 6[illegible]

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM No 3, folio 725, a Bond Record Book for Queen Anne's County

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the the seal of the Circuit Court for Queen Anne's County, this 31st day of October, 1985.

Marguerite W. Mankin

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

18 mo 697

IN THE CIRCUIT COURT OF QUEEN ANNE COUNTY, MARYLAND

Robert H. Symonds
Barbara A. Oosterhout
Substitute Trustees

Plaintiffs

vs. Civil No. Civil 85-00435

Edward A. Gordon and Sharon J. Gordon

Defendants

REPORT OF SALE

To the Honorable Judge of the Circuit Court for QUEEN ANNE County, Maryland:

The Report of Sale of Robert H. Symonds and Barbara a. Oosterhout, Substitute Trustees in the captioned matter respectfully shows, that after giving bond for the faithful discharage of their trust, which was duly approved, and having given notice of the time, place and terms of the sale by advertisements inserted in a newspaper published in said county for three successive weeks proceeding the sale, said trustees, did, pursuant to said notice on October 29, 1985 at the QUEEN ANNE Courthouse, Centerville in Maryland, sell the subject property to Citicorp Homeowners Services, Inc. for the sum of $53,600.00.

The Substitute Trustees certify that the sale was fairly made and conducted.

Robert H. Symonds
Substitute Trustee

Barbara A. Oosterhout
Substitute Trustee

1985 NOV -6 AM 11: 15

QUEEN ANNE'S COUNTY

18 PAR 698

REPORT OF SALE

STATE OF MARYLAND
COUNTY OF

I hereby certify that on this 29th day of Oct, 1985, before me, a notary public for the state and county aforesaid personally appeared Robert H. Symonds and Barbara A. Oosterhout, Substitute Trustees, and made oath that the facts stated in the foregoing report of sale are true to the best of their knowledge and belief and that Robert H. Symonds, Trustee, did attend said sale.

Lillian B. Dicken
Notary Public

LILLIAN B. DICKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 1, 1986

18 fo 699

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY, MARYLAND

Robert H. Symonds
Barbara A. Oosterhout
Substitute Trustees

Plaintiffs

vs. Civil NO. Civil 85-00435

Edward A. Gordon and Sharon J. Gordon

Defendants

AFFIDAVIT OF PURCHASER UNDER RULE BR6-(3)

1. The undersigned hereby certifies:

That I purchased the following described property at and for the price of $53,600.00;

Route 2, Box 651i
Chester,Maryland 21619

on behalf of Citicorp Homeowners Services,Inc..

That I agree to comply with the terms of the sale as set forth in the advertisement of the said sale.

That I purchased the property on behalf of the above named purchaser, and there are no other persons who are interested as principals.

That I have not directly or indirectly discouraged anyone from bidding at the time of the sale.

As witness my hand and seal this 29 day of October 1985.

Barbara A. Oosterhout

RECEIVED
CLERK'S OFFICE
1985 NOV -6 AM 11:15
QUEEN ANNE'S COUNTY

18 PAGE 710

PAGE 2 OF 2

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S
To Wit:

I hereby certify that on this 29th day of Oct, 1985, before me, the subscribed, a Notary Public of the State and County aforesaid, personally appeared Barbara A. Oosterhout who made oath in due form of law that the matters and facts set forth above are true to her best knowledge, information and belief.

As witness in my hand and seal.

Lillian B. Dicken
Notary Public

LILIAN B. DICKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 1, 1986

18 701

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY, MARYLAND

Robert H. Symonds
Barbara A. Oosterhout
Substitute Trustees

Plaintiffs

vs. Civil No. Civil 85-00435

Edward A. Gordon and Sharon J. Gordon

Defendants

PUBLICATION CERTIFICATE

This is to certify that there was compliance with W 74 2(C of the Maryland Rules of Procedure by the mailing of appropriate notice of the place, time, terms, and conditions of the subject sale to the defendants herein by certified mail, return receipt requested, on October 11, 1985

I SOLEMNLY AFFIRM UNDER PENATIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING PAPER ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Barbara A. Oosterhout
Barbara A. Oosterhout

RECEIVED
CLERK CIRCUIT COURT
1985 NOV -6 AM 11:15
QUEEN ANNE'S COUNTY

P 624 909 695

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Edward A. Gordon Sharon Gordon	
Street and No. Route 2, Box 651	
P.O., State and ZIP Code Chester, Maryland 21619	
Postage	$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$
Postmark or Date 10/ 11 /85 Pub letter	

PS Form 3800, Feb. 1982 ★ U.S.G.P.O. 1983-403-517

18 PAGE 702

MONDS & OOSTERHOUT P.C.
ATTORNEY'S AT LAW
9418 ANNAPOLIS ROAD
LANHAM, MARYLAND 20706-3097

301-459-2529

October 11, 1985

1:

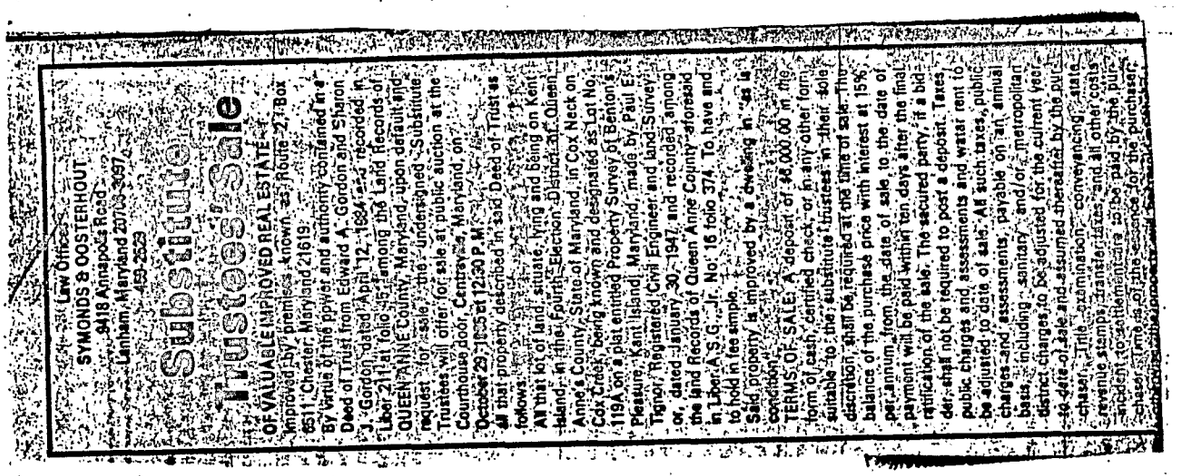
a copy of the trustees' notice of sale pertaining
operty. Said property is scheduled for foreclosure
indicated in the ad.

Very truly yours,

Robert H. Symonds

Robert H. Symonds

RHS:fs



Substitute Trustee's Sale
OF VALUABLE IMPROVED REAL ESTATE
Improved by premises known as Route 2, Box 651, Chester, Maryland 21619.
By virtue of the power and authority contained in the Deed of Trust from Edward A. Gordon and Sharon J. Gordon, dated April 12, 1984 and recorded in Liber 211 at folio 38 among the Land Records of QUEEN ANNE'S County, Maryland, upon default and request for sale, the undersigned, Substitute Trustees will offer for sale at public auction at the Courthouse door, Centreville, Maryland, on October 29, 1985 at 12:30 P.M. all that property described in said Deed of Trust as follows:
All that lot of land, situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, in Cox Neck on Cox Creek, being known and designated as Lot No. 119A on a plat entitled Property Survey of Benton's Pleasure, Kent Island, Maryland, made by Paul E. Tignor, Registered Civil Engineer and Land Surveyor, dated January 30, 1947, and recorded among the Land Records of Queen Anne County aforesaid in Liber A.S.G. Jr. No. 16 folio 374. To have and to hold in fee simple.
Said property is improved by a dwelling in "as is" condition.
TERMS OF SALE: A deposit of $6,000.00 in the form of cash, certified check, or in any other form suitable to the substitute trustees in their sole discretion, shall be required at the time of sale. The balance of the purchase price with interest at 15% per annum from the date of sale to the date of payment will be paid within ten days after the final ratification of the sale. The secured party, if a bidder, shall not be required to post a deposit. 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 as of date of sale and assumed thereafter by the purchaser. Title examination, conveyancing, state revenue stamps, transfer fees and all other costs incident to settlements are to be paid by the purchaser. Time is of the essence for the purchaser's performance of the contract of sale. If the purchaser defaults in the performance of the contract of sale, the deposit shall be forfeited and retained by the substitute trustees as liquidated damages. The property is sold subject to all unpaid taxes, public charges and assessments, water rent, ground rents, rights of way, easements, covenants, conditions and restrictions of record, if any, and is sold in its present condition without any warranty, express or implied, as to the condition of the property or any improvements thereon. The purchaser shall assume the risk of loss or damage to the property from and after the date of sale. The purchaser shall not be entitled to a deed to the property until the purchase price has been paid in full. The purchaser shall not be entitled to possession of the property until after settlement. The property is subject to any condition which an accurate survey may show.
Law Offices
SYMONDS & OOSTERHOUT
9418 Annapolis Road
Lanham, Maryland 20706-3097
459-2529

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT H. SYMONDS

BARBARA A. OOSTERHOUT, Substitute Trustees

vs.

EDWARD A. GORDON and

SHARON J. GORDON

Civil No. 85-00435

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 6th day of November, 1985 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin

Marguerite W. Mankin,
Clerk

Filed: November 6, 1985

Symonds, et al v. Gordon, et ux

18 ... 704

Civil #85-00435

Centreville, Md. 10/23 19 85

We Hereby Certify

That the annexed advertisement of

Sale - Chester, Md.

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 Oct. 19 85. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 9th day of Oct. 19 85, and the last insertion on the 23rd day of Oct. 19 85.

Publishers, Record Observer

Per Dorothy M. Morris

1985 NOV -8 AM 10:38

QUEEN ANNE'S COUNTY

CLERK'S OFFICE

Law Offices
SYMONDS & OOSTERHOUT
9418 Annapolis Road
Lanham, Maryland 20706-3097
459-2529

Substitute Trustees' Sale

OF VALUABLE IMPROVED REAL ESTATE

Improved by premises known as Route 2, Box 6511, Chester, Maryland 21619.

By virtue of the power and authority contained in a Deed of Trust from Edward A. Gordon and Sharon J. Gordon dated April 12, 1984 and recorded in Liber 211 at folio 451 among the Land Records of QUEEN ANNE County, Maryland, upon default and request for sale, the undersigned Substitute Trustees will offer for sale at public auction at the Courthouse door, Centreville, Meryland, on October 29, 1985 at 12:30 P.M.

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

All that lot of land, situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Meryland, in Cox Neck on Cox Creek, being known and designated as Lot No. 119A on a plat entitled Property Survay of Benton's Pleasure, Kent Island, Maryland, made by Peuf E. Tignor, Registered Civil Engineer and land Surveyor, dated January 30, 1947 and recordad among the land Records of Queen Anne County, aforesaid in Liber A.S.G., Jr. No. 16 folio 374. To have and to hold in fee simple.

Said property is improved by a dwelling in "as is condition"

TERMS OF SALE: A deposit of $6,000.00 in the form of cash, certified check, or in any other form suitable to the substitute trustees in their sole discration, shall be required at the time of sale. The balance of the purchase price with interest at 15% per annum from the date of sale to the date of payment will be paid within ten days after the final ratification of the sale. The secured party, if a bidder, shall not be required to post a deposit. 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 matropolitan district charges to be adjusted for the current year to date of sale and assumed thereafter by the purchaser. Title examination, conveyencing, state revenue stamps, transfer taxes, and all other costs incident to settlement are to be paid by the purchaser. Time is of the essence for the purcheser; otherwise, the property will be resold at the risk and costs of the defaulting purcheser.

Robert H. Symonds and
Barbara A. Oosterhout,
Substitute Trustees by
virtue of instrument recorded among Land Records
of QUEEN ANNE County, Maryland

Barbara A. Oosterhout
9418 Annapolis Road
Lanham, Maryland 20706
(301) 459-2529

RS-10-9-31-010

18 AM 705

******

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY, MARYLAND

Robert H. Symonds
Barbara A. Oosterhout
Substitute Trustees

Plaintiffs

vs. Civil No. Civil 85-00435

Edward A. Gordon and Sharon J. Gordon

Defendants

MOTION TO SUBSTITUTE PURCHASER

Comes now Robert H. Symonds and Barbara A. Oosterhout, Subsitute Trustees, and move the Court to substitute purchaser and for reason therefore state as follows:

1. The Mortgagee, Citicorp Homeowners Services,Inc., intends to convey its interest in the subject property to Harry N. Walters, Administrator of Veterans Affairs, his successors or assigns, for the bid price of 53,600.00.

WHEREFORE the Substitute Trustees pray for an Order substituting Harry N. Walters, Administrator of Veterans Affairs, his successors or assigns in this proceeding.

Robert H. Symonds
Substitute Trustee

Barbara A. Oosterhout
Substitute Trustee
9418 Annapolis Road
Lanham, MD 20706-3097
(301) 459-2529

Consented to:

Citicorp Homeowners Services,Inc.
John W. Jokerst
Assistant Secretary

RECD
CLERK, CIRCUIT CT
1985 NOV 18 AM 10: 32
QUEEN ANNE'S COUNTY

18 706

IN THE CIRCUIT COURT FOR QUEEN ANNE MARYLAND

Robert H. Symonds
Barbara A. Oosterhout
Substitute Trustees

Plaintiffs

vs. Civil No. Civil 85-00435

Edward A. Gordon and Sharon J. Gordon

Defendants

ORDER SUBSTITUTING PURCHASER

Upon consideration of the Motion to Substitute Purchaser, filed herein, it is by this Court this 22nd day of November 1985

ORDERED that Harry N. Walters, Administrator of Veterans Affairs, his successors or assigns be substituted as the purchaser in the captioned matter in the place and stead of Citicorp Homeowners Services, Inc..

Clayton C. Carter
JUDGE

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CLERK, CIRCUIT

1985 NOV 22 PM 3:26

QUEEN ANNE'S COUNTY

18 PAGE 707

RECEIVED
CLERK'S [illegible]
1985 DEC 30 PM 1:00
QUEEN ANNE'S COUNTY

Centreville, Md. 11/27 19 85

We Hereby Certify

That the annexed advertisement of

Ratification of sale
Symonds, Oosterhout, Gordon

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 Dec. 1985. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 13th day of Nov. 19 85, and the last insertion on the 27th day of Nov. 19 85.

Publishers, Record Observer

Per Dorothy M. Torrence

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
ROBERT H. SYMONDS
BARBARA A. OOSTERHOUT, Substitute Trustees
vs.
EDWARD A. GORDON and SHARON J. GORDON
Civil No. 85-00435

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 6th day of November, 1985, that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this order shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereto.

Marguerite W. Mankin, Clerk
TRUE COPY, TEST:
Marguerite W. Mankin, Clerk
By: Anne F. Ward, Deputy Clerk

Filed November 6, 1985

RB-11-13-3t-09

18 MSE 708

ROBERT H. SYMONDS and BARBARA A. OOSTERHOUT, Substitute Trustees	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
EDWARD A. GORDON and SHARON J. GORDON	:	CIVIL NO. 85-00435

FINAL RATIFICATION OF SALE
AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Notice of the Clerk of this Court, it is

ORDERED, by the Circuit Court for Queen Anne's County,

this 2nd day of January, 1986, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.

2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.

3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.

4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.

Dayton O. Carter
Judge

Distribution:
File
Fiduciary(s)
Court Auditor

RECEIVED
CLERK, CIRCUIT COURT
1986 JAN -2 PM 2:50
QUEEN ANNE'S COUNTY

18 709

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT H. SYMONDS et al.

v.

EDWARD A GORDON et ux.

Civil #85-00435

REQUEST FOR ADDITIONAL COMPENSATION

The above-entitled action having been referred to the Auditor in accordance with Maryland Rule 2-543, 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 on several occasions in order to clarify matters submitted by them and/or to obtain required information not furnished by them,

2. To determine the applicability of the terms of sale regarding interest to the subject transaction, to compute interest with respect to the purchase, to compute the proper amount owed to the debtor and to prepare a brief written report explaining the action taken in the Account.

3. The services here mentioned involved 3 hours in addition to the time customarily required.

John W. Sause, Jr.
Auditor

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CLERK, CIRCUIT COURT
1986 SEP 11 AM 8 47
QUEEN ANNE'S COUNTY

ORDER

The foregoing Application having been read and considered, and it appearing that the Auditor has performed duties other than the customary and usual duties performed in an audit, it is this 10th day of September, 1986, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of $ 250.00, 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).

Clayton C. Carter
JUDGE

18 PAGE 710

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT H. SYMONDS et al. :
:
v. : Civil #85-00435
:
EDWARD A GORDON et ux. :

: : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$ 53,600.00	
Interest on $ 53,600 @ 15% (Note A) from 10/29/85 to 01/02/86 65 days @ $22.03 per day		1,431.95	
Sewer charges		172.93-	
Real property taxes from 10/29/85 to 06/30/85 as allowed at settlement		386.92	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 55,245.94
COMMISSIONS, to Fiduciary		$ 536.00-	
EXPENSES OF SALE			
Court costs	$ 208.50-		
Advertising			
Notices of sale	214.92-		
Report of sale	83.58-		
Bond premium	130.00-		
Auctioneer's fee (none submitted)			
Certified mail	1.55-	638.55-	
AUDITOR'S FEE AND COSTS			
Fee for audit, per Order	$ 250.00-		
Postage & copies	2.03-	252.03-	1426.58-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 53,819.36

RECEIVED
CLERK CIRCUIT COURT
1986 SEP 11 AM 8 47
QUEEN ANNE'S COUNTY

INDEBTEDNESS DUE UNDER DEED OF TRUST		
Per Statement of Debt		
Principal	$ 61,157.58-	
Late charges (Note B)		
Interest on principal @ 13%		
08/01/84 to 10/29/85 (Note C)	9,213.85-	
10/30/85 to 12/28/85 (Note D)		
60 days @ $21.7821	1,306.93-	$ 71,678.36-
AVAILABLE FOR DISTRIBUTION, as above		53,819.36
DEFICIT		$ 17,859.00-

Note A: The Fiduciaries attempt to bring the matter within the rule stated in Weismiller v. Bush, 56 Md.App. 593, and the Report filed in Chancery #7107, by which a creditor who purchases at a foreclosure sale is allowed to offset the debt owed to him, as creditor, against the amount owed by him, as purchaser.

According to the papers, the entity secured by the Deed of Trust is Citicorp Homeowners, Inc., while the reported purchaser was Citicorp Homeowners Services, Inc. The Fiduciary first claimed that, at the time of sale, "The noteholder was Citicorp Homeowners Service [sic] Inc. by virtue of an endorsement located on the back of the note filed in this case." When it was pointed out that such endorsement (as well as two other endorsements on the reverse side of the note) had been marked "Cancel", the Fiduciaries submitted an affidavit that the two named corporations "are both legal subsidiaries of Citibank N.A.", the former being "primarily the loan origination company as well as the designated investor agent for Citibank, N.A." and the latter being "the primary first mortgage servicing company for Citibank N.A."

In a Special Report filed in Chancery 7293, it was my opinion that "A parent-subsidiary relationship does nothing at all to suggest that one is in any way liable for the obligations of the other -- or that either may discharge its obligations with the other's assets." Furthermore, there as here "The Affidavit given pursuant to Rule BR6 b 3 further undermines any attempt to use the Weismiller approach . . . . [T]he purchaser having disclosed no agency or other principal, cannot now be heard to the contrary for the purpose of avoiding the interest to which it became subject under the terms ratified by this Court."

Interest has therefore been charged from the date of sale to the date of settlement, in accordance with those terms. Since no deposit was made, interest is calculated on the full amount of the purchase price. See also Note D.

NOTE B Late charges claimed in the Affidavits of Indebtedness and Suggested Accounts are not allowed, since the Deed of Trust expressly provides that such charges "shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby".

NOTE C Although it is recognized that it is mathematically less than the full interest for the stated period, the figure here used is that shown in the Suggested Accounts for the period stated. There is manifestly no prejudice to the debtors, and one of the Fiduciaries furnished the Affidavits of Indebtedness, as well as the Suggested Accounts.

NOTE D Interest chargeable to the debtor ceased 60 days after the sale. Real Property Article, §7-105(d).

N O T I C E

The attached Account was filed on September 11, 1986. 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 Civil Action #85-00435. 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 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 persons on September 11, 1986:

Robert H. Symonds, Esquire
Barbara A. Oosterhout, Esquire
9418 Annapolis Road
Lanham, Maryland 21801

Edward A. Gordon
Route 2, Box 6511
Chester, Maryland 21619

Sharon J. Gordon
Route 2, Box 6511
Chester, Maryland 21619

John W. Sause, Jr.
Auditor

DOCUMENT NO. 12504

LIBER 238 FOLIO 571

CIVIL 85-00935

DEED OF APPOINTMENT OF SUBSTITUTE TRUSTEES

WHEREAS Edward A. Gordon and Sharon J. Gordon did by Deed of Trust dated April 12, 1984 and recorded among the Land Records of QUEEN ANNE County, Maryland, in Liber 211 at folio 451, grant and convey to Norman D. Wood, Trustees, certain real estate in said Deed of Trust described, in trust to secure to the payment of a Promissory Note of even date therewith; and

WHEREAS said Deed of Trust provides that the holder of the Note shall have the power and authority to appoint by an instrument duly executed, acknowledged and recorded among the Land Records aforesaid, substitute trustees in the place and stead of the trustees, named therein; and

WHEREAS Citicorp Homeowners Services,Inc. is the owner and holder of the Note secured by said Deed of Trust;

NOW THEREFORE, by virtue of the power and authority contained in said Deed of Trust, the undersigned holder of the indebtedness secured thereby does by these presents appoint ROBERT H. SYMONDS and BARBARA A. OOSTERHOUT as Substitute Trustees under the aforesaid Deed of Trust, in the place and stead of the trustees named therein and of any previously recorded substitute trustees; and the said Substitute Trustees shall have all the rights, powers and authority, and be charged with all the duties that were conferred or charged upon the trustees named in said Deed of Trust.

IN WITNESS WHEREOF, on this 23rd day of August, 1985, Citicorp Homeowners Services,Inc. has caused these presents to be signed in its corporate name by H. Neil McIntyre, its Vice President and attested by Joy J. Bittner, its Assistant Secretary, and its corporate seal to be hereunto affixed.

(SEAL)

Citicorp Homeowners Services,Inc.

Attest:

By _____
H. Neil McIntyre
Vice President

Joy J. Bittner
Assistant Secretary

RECEIVED
CLERK, CIRCUIT COURT
1985 SEP 24 PM 1:32
QUEEN ANNE'S COUNTY

MISC 0#
RECD FEE 13.00
POSTAGE .50
SUBTOTAL 13.50
CHECK/MO 13.50
#062270 C001 R01 T13:27
09/24/85

RECEIVED
CLERK, CIRCUIT COURT
1986 SEP 18 AM 11:08

THIS IS TO CERTIFY that this instrument has been prepared under the supervision of the undersigned who is an attorney duly admitted to practice before the Court of Appeals of Maryland.

LIBER 18 PAGE 715
238 575

STATE OF MISSOURI,
COUNTY OF ST. LOUIS, to wit:

On this 23rd day of August, 19 85, before me, the undersigned officer, personally appeared H. Neil McIntyre who acknowledged that he is the Vice President of Citicorp Homeowners Services,Inc. and that he, as such officer, being authorized so to do, executed the foregoing instrument in the capacity therein stated and for the purposes therein contained and acknowledged the same to be the act and deed of the corporation named therein.

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

Barbara A. Tucholski
Notary Public

My commission expires:

BARBARA A TUCHOLSKI
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS CO.
MY COMMISSION EXP. JAN. 7, 1989
ISSUED THRU MISSOURI NOTARY ASSOC.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT H. SYMONDS et al. :
:
v. : Civil #85-00435
EDWARD A GORDON et ux. :
:

: : : : :

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate 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 18th day of September, 1986,

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 as the same has been or may be received.

Clayton C. Carlos
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1986 SEP 18 PM 3:47
QUEEN ANNE'S COUNTY

18 717

CHARLES COLLIER
and
ROBYN D. E. COLLIER,
his wife
Route 18, Box 49-D
Stevensville, MD 21666
and THE UNITED STATES OF
AMERICA, ACTING THROUGH
FARMERS HOME ADMINISTRATION,
UNITED STATES DEPARTMENT OF
AGRICULTURE
Federal Building
Centreville, MD 21617
"Plaintiffs"

vs.

ROBERTA JO ANNE CONKLIN
address unknown,
not known to be living
or dead, not known to be a
resident or non-resident of
the State of Maryland
and
THE UNKNOWN HEIRS, DEVISEES
OR PERSONAL REPRESENTATIVES
AND ASSIGNS OF ROBERTA JO
ANNE CONKLIN, and any and all
unknown heirs, devisees,
personal representatives of
Roberta Jo Anne Conklin and
any and all unknown persons
whether residents or non-
residents of the State of
Maryland having any interest
in the property herein described,
or in the Estate of Roberta Jo
Anne Conklin, whether born or
unborn, or whose rights are
involved or in any way affected
by this proceeding.

"Defendants"

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

MARYLAND

Civil Action 85-00421

CIVIL 8500421#
CIV FEES 70.00
SUBTOTAL 70.00
TOTAL 70.00
CHECK/NO 77.00
CHANGE 7.00
#058810 C002 R01 T15:11
09/11/85

RECEIVED
CLERK, CIRCUIT COURT
1985 SEP 11 PM 3 16
QUEEN ANNE'S COUNTY

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

BILL OF COMPLAINT TO QUIET TITLE TO REAL ESTATE

To the Honorable Judges of said Court:

The Bill of Complaint of Charles Collier and Robyn D.E. Collier, his wife, and The United State of America, acting through The Farmers Home Administration, United States Department of Agriculture, respectfully represent:

1. This proceeding is filed under the Real Property Article subsection 14-108 of the Annotated Code of Maryland (1981 edition).

2. The individual plaintiffs, Charles Collier and Robyn D. E. Collier, his wife, own, hold title to and are in full possession of and ownership of in fee simple the following described real estate, subject however, to a mortgage held by the plaintiff, The United State of America, acting through The Farmers Home Administration, United States Department of Agriculture, dated August 13, 1975 and recorded among the land records of Queen Anne's County, Maryland in Liber C.W.C. No. 96, folio 155, a certified copy of said mortgage is filed herewith as a part hereof, and marked "Exhibit 1":

ALL that lot or parcel of land containing 0.292 acres of land, more or less, situate, lying and being in Stevensville, Fourth Election District of Queen Anne's County, State of Maryland, and described as follows, that is to say:

BEGINNING for the same on the Southerly side of the State Road leading from Matapeake to Kent Narrows and known as Leggs Road at an iron bolt set in the ground at the Northeasterly corner of the lot now or formerly of Theodore Sattelmaier; thence running with the Southerly side of said road, S 66 degrees 01 minute East, fifty (50) feet to an iron pipe set at the Northwesterly corner of the lot now or formerly of N. E. Herbert; thence leaving the road and running thence with the Herbert lot and partly along a fence, South 20 degrees 05 minutes East, 252.54 feet to an iron pipe set on the line of land now or formerly of Francis Price; thence with the Price land and along a fence N 68 degrees 12 minutes West, 50.42 feet to a concrete monument at the Southeasterly corner of the Sattelmaier lot; thence

running with the Easterly line of said lot and partly along a fence, N 20 degrees 12 minutes East, 254.43 feet to the place of beginning; CONTAINING 0.292 of an acre, more or less.

The title and ownership of the above described lot or parcel of land became vested in the individual plaintiffs, Charles Collier and Robyn D. E. Collier, his wife, by a virtue of the deed to them dated August 13, 1975 from Peter Henry Reth and Lillian C. Reth, his wife, which is recorded among said land records in Liber C.W.C. No. 96, folio 153; a certified copy of said deed is filed herewith as a part hereof, marked "Exhibit 2".

3. The individual plaintiffs have been in full possession and occupancy of the above described lot or parcel of land containing 0.292 acres of land, more or less, since the date they purchased the same, that is, August 13, 1975, and have never been molested in their possession and occupancy thereof since said date, nor has any person, firm or corporation claimed or attempted to claim any right, title or interest in said lot or parcel of land, which is improved by a private residence.

4. The plaintiffs have been advised that an uncertainty exists in the title to the above described lot or parcel of land which constitutes a cloud to the title to such an extent that an attorney experienced in real property law will not certify as to the marketable fee simple title to said property to prospective purchasers, or mortgagees. A survey of said lot or parcel of land was done by Shew and Bartlett, Engineers, on June 19, 1961 and a plat thereof entitled, "MAP SHOWING SURVEY OF LAND OF ANNIE C. BROWN HEIRS, Stevensville, Queen Anne's County, Maryland", is recorded among said land records in Liber T.S.P. No. 63, folio 361, on which this property is shown as Lot 5, area 0.292 acres, a certified copy of said plat is filed herewith as a part hereof marked "Exhibit 3".

5. The chain of title for this property is as follows:

(a) Thomas F. Brown died sometime in the year 1898, seized and possessed of the herein described real estate by virtue of a deed to him dated April 30, 1891, from H. A. Legg, et al., and recorded among said land records in Liber W.D. No. 5, folio 471; a certified copy of said deed

is filed herewith and made a part hereof and marked :"Exhibit 4", intestate and without administration in Queen Anne's County, survived by his five (5) children, Gilbert Brown, John F. Brown, Thomas K. Brown, Charles Brown and Bertha Brown.

(b) Gilbert Brown and Lillian K. Brown, his wife, conveyed the interest of Gilbert Brown in said real estate to Alan F. Brown by deed dated October 22, 1935 and recorded among said land records in Liber W.H.C. No. 3-A, folio 465; a certified copy of which deed is filed herewith and made a part hereof and marked "Exhibit 5".

(c) John F. Brown departed this life at an unknown time, intestate and without administration in Queen Anne's County, leaving his widow, Annie C. Brown, and his son, Alan F. Brown, as his only heirs-at-law.

(d) Thomas K. Brown departed this life at an unknown time, without administration in Queen Anne's County, leaving his widow, Elsie Brown, and his children, William Craig Brown and Marlin Wesley Brown as his only heirs-at-law.

(e) Charles Brown departed this life at an unknown time, intestate and without administration in Queen Anne's County, leaving his widow, Anna Brown, and his son, Charles Edwin Brown, also known as William E. Brown, as his only heirs-at-law.

(f) Bertha Brown married one Walls and she and her husband both departed this life at an unknown time, intestate and without administration in Queen Anne's County, leaving as their only heirs-at-law their children, Harry Carville Walls and William Leroy Walls.

(g) Annie C. Brown, widow, [subparagraph (c) above], Anna Brown, Charles Edwin Brown, also known as William E. Brown [subparagraph (e) above], Harry Carville Walls and Margaret Walls, his wife, [subparagraph (f) above], also conveyed their interests in said real estate to Alan F. Brown by the same deed described in subparagraph (b) above.

(h) William Leroy Walls and Katie Walls [subparagraph (f) above], conveyed their interests in said real estate to the said Alan F. Brown by a deed dated

December 28, 1935 and recorded among said land records in Liber W.H.C. 3-A, folio 464; a certified copy of which deed is filed herewith and made a part hereof and marked "Exhibit 6".

(i) Elsie Brown [subparagraph (d) above], departed this life on November 23, 1956, intestate and without administration in Queen Anne's County, survived by her son, Marlin W. Brown, and her grandchildren, Marlin Jeannette Gordon and Roberta Jo Anne Conklin, only heirs-at-law and children of her deceased son, William Craig Brown, who died intestate and without administration in Queen Anne's County on October 24, 1942.

(j) Alan F. Brown died intestate, a resident of Queen Anne's County (see Administration #2587 in the Orphan's Court for Queen Anne's County) seized and possessed of a four-fifths (4/5ths) interest in said real estate, on January 6, 1945, leaving as his only heirs-at-law his widow, Pearl R. Brown, and his mother, Annie C. Brown.

(k) Pearl R. Brown conveyed her two-fifths (2/5ths) interest in said real estate to Annie C. Brown by a deed dated November 17, 1945 and recorded among said land records in Liber A.S.G.,Jr. No. 12, folio 354; a certified copy of which deed is filed herewith and made a part hereof and marked "Exhibit 7".

(l) Annie C. Brown died intestate a resident of Queen Anne's County (see Administration #3481 in the Orphan's Court for Queen Anne's County) on Febuary 15, 1961, seized and possessed of a four-fifths (4/5ths) interest in said real estate, leaving as her only heir-at-law her sisters, Estelle H. Norman and Lena H. White.

(m) Marlin W. Brown and Harriet K. Brown, his wife, and Marlin Jeannette Gordon and Gerald B. Gordon, her husband, [subparagraph (i) above], conveyed their interest in said real estate to the said Estelle H. Norman and Lena H. White, by a deed dated June 9, 1962 and recorded among said land records in Liber T.S.P. No. 67, folio 416; a certified copy of which deed is filed herewith and made a part hereof and marked "Exhibit 8".

(n) Estelle H. Norman, widow, and Lena H. White, widow, conveyed their interests in said real estate to Charles H. Norman and J. Russell Norman, as joint

tenants, by a deed dated July 11, 1962 and recorded among said land records in Liber T.S.P. No. 67, folio 246; a certified copy of which deed is filed herewith and made a part hereof and marked "Exhibit 9".

(o) Charles H. Norman predeceased J. Russell Norman on March 13, 1963, a resident of Anne Arundel County, Maryland (see Administration #11941 in the Orphan's Court for Anne Arundel County) and the said J. Russell Norman departed this life on January 23, 1965, intestate and without administration in Queen Anne's County, leaving as his only heirs-at-law his wife, Pauline E. Norman, and his mother, Estelle H. Norman. The said Pauline E. Norman, widow, and Estelle H. Norman, widow, conveyed their interests in said real estate to Elizabeth Shipley, widow, by a deed dated March 30, 1965 and recorded among said land records in Liber C.W.C. No. 14, folio 211; a certified copy of which deed is filed herewith and made a part hereof and marked "Exhibit 10".

(p) Elizabeth Shipley, widow, conveyed the above described real estate to Estelle H. Norman, widow, for and during the term of her natural life, with full power, without consent of any person or persons whatsoever, to sell, lease, convey, assign, mortgage or otherise dispose of, except by last Will and Testament, or encumber the whole or entire estate in and to said property, or any interest therein, or any part thereof, with remainder unto the proper use and benefit of Norelei N. Jones (her granddaughter) and Robert E. Jones, her husband, by a deed dated March 30, 1965, and recorded among said land records in Liber C.W.C. No. 14, folio 212; a certified copy of which deed is filed herewith and made a part hereof and marked "Exhibit 11".

(q) Estelle H. Norman, widow, conveyed said real estate to Straw Man, Inc., a Maryland corporation, by a deed dated February 15, 1967, and recorded among said land records in Liber C.W.C. No. 27, folio 103; a certified copy of which deed is filed herewith and made a part hereof and marked "Exhibit 12".

(r) Straw Man, Inc., conveyed said real estate back to Estelle H. Norman, widow, for and during the term of her natural life, with full powers as described in subparagraph (p) above, with remainder unto the proper use and benefit of Estelle W. Roberts, her niece, by a deed dated February 15, 1967, and recorded among said land

records in Liber C.W.C No. 27, folio 104; a certified copy of which deed is filed herewith and made a part hereof and marked "Exhibit 13".

(s) The said Estelle H. Norman, widow, conveyed said real estate to P. Henry Reth and Lillian G. Reth, his wife, by a deed dated June 23, 1967, and recorded among said land records in Liber C.W.C. No. 29, folio 513; a certified copy of which deed is filed herewith and made a part hereof and marked "Exhibit 14".

(t) Peter Henry Reth (a/k/a P. Henry Reth) and Lillian G. Reth (a/k/a Lillian C. Reth), his wife, cunveyed their interest in said real estate to Charles Collier and Robyn C. E. Collier, his wife, the current fee title holders, by a deed dated August 13, 1975, and recorded in the said land records in Liber C.W.C. No. 96, folio 153, a certified copy of which is filed herewith as Exhibit No. 2.

6. The uncertainty as to the title to the real estate described in paragraph 2 hereof, and also in Exhibits Nos. 1 and 2 to this Complaint, is that there is no conveyance among the land records of Queen Anne's County for the one-twentieth (1/20th) interest of Roberta Jo Anne Conklin, which is set forth in paragraph 5, subparagraph (i) above.

7. The plaintiffs aver that since their acquisition on August 13, 1975, of the lot or parcel of land described in paragraph 2 of this Complaint, they have not been molested nor has any claim been made against them by or on behalf of said heirs, descendants or assigns, of Roberta Jo Anne Conklin, claiming any right, title or interest in and to said tract of land as described in paragraph 2 hereof, but on the contrary, the plaintiffs have owned, held and been in possession of said property since August 13, 1975, in a hostile, actual, visible, exclusive and continuous manner, and under a claim of right during such period of ownership, and that all their predecessors in title as described herein have likewise entered into and been in possession of said property during their period of ownership in a hostile, actual, visible, exclusive and continuous manner and under a claim of title during each respective period of ownership.

8. The plaintiffs therefore verily believe and therefore aver that their predecessors in title for more than twenty (20) years prior to the filing of this Complaint, have likewise held and possessed all of the property described in paragraph 2 hereof in a hostile, actual, visible, exclusive and continuous manner, and under a claim or color of title during their respective periods of ownership and possession, without any claim against them by and on behalf of said personal representatives, heirs, descendants or assigns or Roberta Jo Anne Conklin claiming any right, title or interest in and to said lot or parcel of land.

AND THEREFORE, it is respectfully submitted, that the plaintiffs, Charles Collier and Robyn D. E. Collier, his wife, are entitled to the passage of a decree declaring them to own and hold the tract of land described in paragraph 2 hereof, absolutely and in fee simple.

9. No action at law or in equity is now pending to test the validity or to quiet or remove the cloud from said title to the land aforementioned.

10. The plaintiffs have no adequate remedy for money damages (at law).

WHEREFORE, the plaintiffs pray:

1. That this Honorable Court, by its decree does determine and declare that the plaintiffs, Charles Collier and Robyn D. E. Collier, his wife, are the sole and absolute owners in fee simple, subject however, to the mortgage interest of the plaintiff, The United States of America, which shall be also determined and declared to hold the mortgage interest established by the mortgage mentioned in thie Bill of Complaint in and to all that lot or parcel of land described in paragraph 2 hereof.

2. That this Honorable Court, by its decree further determine and declare that the plaintiffs and their predecessors in title have held, owned and possessed the above described lot or parcel of land in a hostile, actual, visible, exclusive, continuous manner, and under color and claim of title during the periods of their respective ownerships, over a period of more than twenty (20) years prior to the filing of the Bill of Complaint in this proceeding, and that as a result thereof, the absolute fee

simple title, estate and interest in and to said lot or parcel of land is now vested in the plaintiffs, Charles Collier and Robyn D. E. Collier, his wife, and The United States of America, according to their respective interests, as owners and mortgagee.

3. That the heirs, descendants and assigns and all persons known or unknown, born or unborn, claiming by, through or under the said Roberta Jo Anne Conklin be perpetually enjoined from making or attempting to make any claim or demand for or against the above described lot or parcel of land against the plaintiffs in this proceeding, so that the title and ownerhip for the above described lot or parcel of land may be quieted of and from any possible claims or demands by or on behalf of the heirs, descendants or assigns of Roberta Jo Anne Conklin, known or unknown, or any person, firm or corporation claiming by, through or under them.

4. That the plaintiffs may have such other and further relief as their case may require.

Charles Collier

Robyn D. E. Collier

THE UNITED STATE OF AMERICA
ACTING THROUGH FARMERS HOME
ADMINISTRATION, UNITED STATES
DEPARTMENT OF AGRICULTURE

By: Carl O Stump

Plaintiffs

David C. Bryan
Attorney for Plaintiffs
111 Lawyers Row
Centreville, Maryland 21617
Telephone: (301) 758-1643

18 AGE 727

Federal Filing Form 123
10/7/75 Original mailed to Farmers Home Administration Centreville, Md. 21617

DOCUMENT NO. 80054 Position 6

USDA-FHA
Form FHA 427-1 MD
(Rev. 2-1-74)

REAL ESTATE MORTGAGE FOR MARYLAND

KNOW ALL MEN BY THESE PRESENTS, Dated August 13, 1975

WHEREAS, the undersigned: CHARLES COLLIER and ROBYN D. E. COLLIER, his wife,

residing in Queen Anne's County, Maryland, whose post office address is Stevensville, Maryland 21666, 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:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
August 13, 1975	$20,200.00	8-1/8%	August 13, 2008

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

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign, and forever warrant unto the Government the following property situated in the State of Maryland, County(ies) of

QUEEN ANNE'S:

ALL that lot of ground situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, and described, as follows: BEGINNING for the same on the Southerly side of the State Road leading from Matapeake to Kent Narrows and known as Legge Road at an iron bolt set in the ground at the Northeasterly corner of the lot now or formerly of Theodore Sattelmaier; thence running with the Southerly side of said road, S 66° 01' East, fifty (50) feet to an iron pipe set at the Northwesterly corner of the

LIBER 96 PAGE 155

EXHIBIT 1

lot now or formerly of N. E. Herbert; thence leaving the road and running thence with the Herbert lot and partly along a fence, South 20° 05' West, 252.54 feet to an iron pipe set on the line of land now or formerly of Francis Price; thence with the Price land and along a fence, N 68° 12' West, 50.42 feet to a concrete monument at the Southeasterly corner of the Sattelmaier lot; thence running with the Easterly line of said lot and partly along a fence, N 20° 12' East, 244.32 feet to the place of beginning; CONTAINING 0.292 of an acre, more or less.

BEING the same lot or parcel of land which was granted and conveyed unto the said Charles Collier and Robyn D. E. Collier, his wife, the Mortgagors herein, by Peter Henry Reth and Lillian C. Reth, his wife, 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.

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.

(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 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. 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 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.

18 730

LIBER 98 PAGE 153

(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 66 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)

AUG 13-75 * 28100 *****13.00

AUG 13-75 * 28100 *****13.00

Virginia S. White (Witness)

Charles Collier (SEAL)
Charles Collier

Robyn D.E. Collier (SEAL)
Robyn D. E. Collier

STATE OF MARYLAND

COUNTY OF QUEEN ANNE'S, TO WIT:

ACKNOWLEDGMENT AND AFFIDAVIT

I hereby certify that on this 13th day of August, 19 75, before me, a Notary Public of the State of Maryland, in and for the said County, personally appeared CHARLES COLLIER and ROBYN D. E. COLLIER, his wife, mortgagor(s), and acknowledged the aforegoing mortgage to be their act. At the same time also appeared EDWARD TURNER, Attorney, agent of the mortgagee, and made oath that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that the amount of the aforesaid loan has been paid over and disbursed to said mortgagor(s) at or before the time of execution of this mortgage, and also made oath that he is the agent of the mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Virginia S. White
Virginia S. White Notary Public.

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

IT 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

RECEIVED FOR RECORD
AND RECORDED IN LIBER
FOLIO

1975 AUG 13 PM 3:17

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

18 PAGE 731

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber CWC 96, folio 155, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 11th day of September 1985.

Marguerite W. Mankin

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

10/7/75 Original mailed to Chantico Stevensville Md. 21666

DOCUMENT NO. 80053

This Deed made this 13th day of August,

in the year one thousand nine hundred and seventy five, by and between PETER HENRY RETH and LILLIAN C. RETH, his wife, of Queen Anne's County, State of Maryland, parties of the first part; and CHARLES COLLIER and ROBYN D. E. COLLIER, his wife, of Queen Anne's County, State of Maryland, parties of the second part;

WITNESSETH, that for and in consideration of the sum of FIVE DOLLARS ($5.00), and other valuable considerations, the receipt of which is hereby acknowledged, the said Peter Henry Reth and Lillian C. Reth, his wife, do hereby grant and convey unto the said Charles Collier and Robyn D. E. Collier, his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot of ground situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, and described, as follows: BEGINNING for the same on the Southerly side of the State Road leading from Matapeake to Kent Narrows and known as Legge Road at an iron bolt set in the ground at the Northeasterly corner of the lot now or formerly of Theodore Sattelmaier; thence running with the Southerly side of said road, S 66° 01' East, fifty (50) feet to an iron pipe set at the Northwesterly corner of the lot now or formerly of N. E. Herbert; thence leaving the road and running thence with the Herbert lot and partly along a fence, South 20° 05' West, 252.54 feet to an iron pipe set on the line of land now or formerly of Francis Price; thence with the Price land and along a fence, N 68° 12' West, 50.42 feet to a concrete monument at the Southeasterly corner of the Sattelmaier lot; thence running with the Easterly line of said lot and partly along a fence, N 20° 12' East, 244.32 feet to the place of beginning; CONTAINING 0.292 of an acre, more or less.

BEING the same lot or parcel of land which was granted and conveyed unto P. Henry Reth and Lillian G. Reth, his wife, the Grantors herein, by Estelle H. Norman, Widow, by deed of conveyance bearing date June 23, 1967, and recorded in Liber C. W. C. No. 29, folio 513, a land record book for Queen Anne's County State of Maryland.

RECEIVED FOR RECORD
& RECORDED IN LIBER 96
FOLIO 153

1975 AUG 13 PM 3:15

CLERK OF CIRCUIT COURT FOR
QUEEN ANNE'S CO., MD.
CHARLES W. CECIL, CLERK

AUG 13-75 * 28099 ****173.25
AUG 13-75 A 28099 *****98.75
AUG 13-75 A 28098 *****66.00
AUG 13-75 A 28097 ******9.00

EXHIBIT 2

18 PAGE 733

LIBER 96 PAGE 154

TOGETHER with the buildings and improvements thereon erected, made or being, and all and every the rights, roads, and/or alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Charles Collier and Robyn D. E. Collier, his wife, as tenants by the entireties, their assigns and to the survivor of them, his or her heirs and assigns, in fee simple.

AND the said Peter Henry Reth and Lillian C. Reth, his wife,

hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurance of the same as may be requisite.

WITNESS the hands and seals of said Grantors:

TEST: (as to Grantors)

Virginia S. White — Peter Henry Reth (SEAL)
Peter Henry Reth

Virginia S. White — Lillian C. Reth (SEAL)
Lillian C. Reth,

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND :

to wit

QUEEN ANNE'S COUNTY :

I HEREBY CERTIFY, that on this 13th day of August, in the year one thousand nine hundred and seventy five, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared PETER HENRY RETH and LILLIAN C. RETH, his wife, and each acknowledged the foregoing Deed to be their act.

VIRGINIA S. WHITE NOTARY PUBLIC Queen Anne's County, Md.

Witness my hand and notarial seal.

Virginia S. White
Virginia S. White
Notary Public

My commission expires July 1, 1976.

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber CWC 96, folio 153, a Land Record Book for Queen Anne's County.

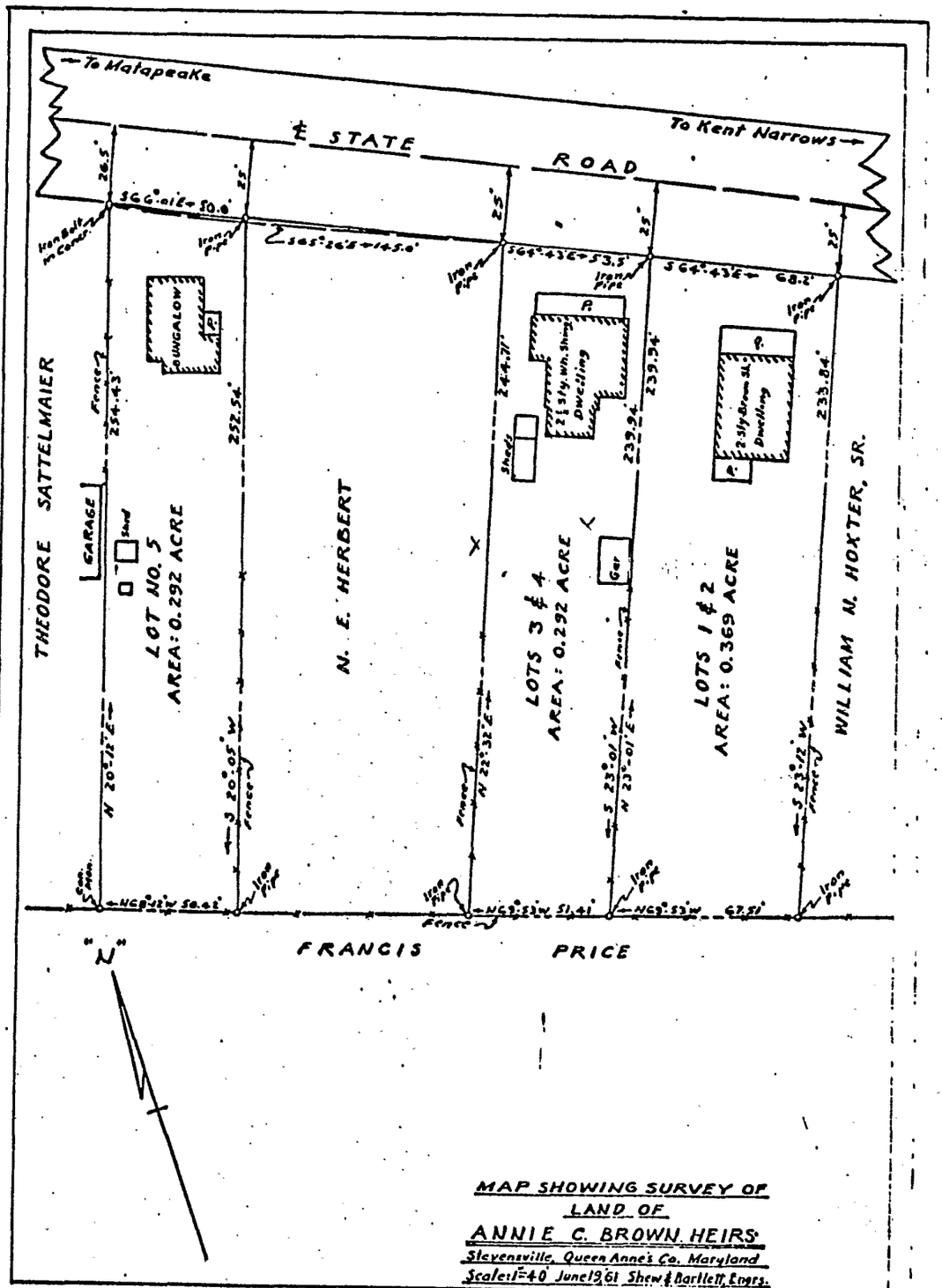
IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 11th day of September 1985.

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

18 MDF 735

LIBER 63 PAGE 361

No. 46949
Rec. 5760 RECEIVED FOR RECORD Nov. 10, 1961



MAP SHOWING SURVEY OF
LAND OF
ANNIE C. BROWN HEIRS
Stevensville, Queen Anne's Co. Maryland
Scale: 1"=40' June 1961 Shew & Bartlett, Engrs.

EXHIBIT 3

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber TSP 63, folio 361, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 11th day of September 1985.

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

Orig. Recorded in W. C. Legg Liber 18 f. 471.

Copy Recorded in W. C. Legg Liber 18 f. 471.

Road known as "Legg's Road" at the Termination of the
line of a Lot described in a Deed from W. A. Legg and
Edith Legg his wife, to W. P. Palmer, running
with the Palmer Lot South one hundred and twenty
feet (176) to the lands of W. A. & W. C. Legg, thence East two
hundred and fifteen feet (216) to the Northern lands, thence North
one hundred and fifty feet (150) to the "Legg's Road, thence back
to the beginning at W. P. Palmer Lot 264 feet. The aforesaid
described lot being a part of the original Stevens property.

Witness our hands and seals

Test John O. Phillips

W. A. Legg
W. C. Legg
Edith Legg

State of Maryland, Queen Annes County, Set: I hereby cer-
tify on this 30th day of April, in the year Eighteen Hundred
and ninety one, before the subscriber, a Justice of the Peace
of the State of Maryland, in and for Queen Annes County
personally appeared W. A. Legg and W. C. Legg and Edith
Legg wife, and did each acknowledge the aforegoing deed
to be their act.

John O. Phillips

Queen Annes County, to wit: Be it remembered, that on
the Second day of May in the year One Thousand eight hun-
dred and ninety one, the following Deed was brought to
be recorded, to wit:

This Deed, made this 30th day of April, in the year Eighteen
hundred and ninety one, by us W. A. Legg and W. C. Legg and
Edith Legg his wife, of Queen Annes County, State of Maryland,
Witnesseth: That in consideration of Five Hundred Dollars
to said W. A. Legg and W. C. Legg and Edith Legg his wife in
hand paid and counted unto Thomas P. Brown, his Heirs and Assigns
in fee simple, All that lot or parcel of land, situated lying
and being in Stevensville, in the County aforesaid and is
described as follows, to wit: Beginning in the public road known
as Legg's Road near an Oak tree running South two hundred
and fifty feet (250) then east fifty feet (50) until it strikes
the land of Mrs. Henrietta Coolbaugh then North two hundred and
fifty feet (250) then East down the main road fifty feet (50)
to place of Beginning, aforegoing described lot being a
part originally Stevens property.

Witness our hand and seal

Test John O. Phillips

W. A. Legg
W. C. Legg
Edith Legg

State of Maryland, Queen Annes County, Set: I hereby certify
that on this 30th day of April, in the year Eighteen hundred and
and ninety one, before the subscriber, a Justice of the Peace
of the State of Maryland, in and for Queen Annes County,

EXHIBIT 4

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber WD 5, folio 471, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 11th day of September 1985.

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

tract of land which is described in a deed from Hugh A. Legg and others to Thomas F. Brown, dated April the thirtieth, in the year eighteen hundred and ninety one, and recorded in Liber W. D. No. 5 folio 471, a Land Record Book for Queen Anne's County, to which said deed and the references therein contained reference is hereby made for a more full and perfect description of the property hereby conveyed.

TOGETHER with all rights, roads, ways, waters, privileges and advantages thereto belonging or in any wise appertaining.

AND the said William Leroy Walls covenant that they will warrant specially the property hereby conveyed and will give such other and further assurances of title as may be requisite or necessary.

WITNESS their hands and seals.

Test as to William Leroy Walls

WILLIAM LEROY WALLS (SEAL)

Test as to
(wife) Mrs. Katie Walls

MRS. KATIE WALLS (SEAL)

STATE OF GEORGIA, CITY OF SAVANNAH, TO WIT:-

I hereby certify that on this 28th day of Dec. in the year nineteen hundred and thirty five, before the subscriber a Notary Public of the State of Georgia, in and for the city of Savannah, duly commissioned and qualified personally appeared the said William Leroy Walls Katie Walls, his wife, and did acknowledge the aforegoing deed to be their act.

IN TESTIMONY whereof I hereunto set my hand and affix my Notarial Seal the day and year above written.

JAMES J. McQUILLAN
Notary Public.

Notary Public, Chatham County, Ga.
My commission Expires Oct. 5, 1939.

Notary
Public
Seal.

#17,881. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Nineteenth day of September, in the year nineteen hundred and thirty six, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 22nd day of October, in the year nineteen hundred and thirty five, by Gilbert Brown and Lillian C. Brown, his wife, of Queen Anne's County, State of Maryland, Harry Carville Walls, Margaret Walls his wife of Baltimore City, State of Maryland, and Anna Brown, widow, Charles Edwin Brown, single, of Baltimore City, State of Maryland, Annie C. Brown, widow, of Queen Anne's County, State of Maryland,

WITNESSETH;-

WHEREAS one Thomas F. Brown departed this life, intestate, sometime in the year eighteen hundred ninety eight seized and possessed of the hereinafter described real estate, leaving surviving him as his only heirs at the following children, Gilbert, John F., Thomas K., Charles and Bertha; that all of said children, with the exception of Gilbert have departed this life;- the said Bertha having married one Walls, both being now dead and leaving surviving them as their only heirs at law the said Harry Carville Walls and the said William Leroy Walls;-the said Charles departed this life leaving surviving him a widow, the said Anna Brown, and the said Charles Edwin Brown, a son, as his only heirs at law;-the said Thomas K. departed this

EXHIBIT 5

18 AG 740

life leaving a widow, the said Elsie Brown, and William Craig Brown and Marlin Wesley Brown, his sons, as his only heirs at law;-the said John F. departed this life leaving a widow, the said Annie C. Brown, and Alan F. Brown, a son, as his only heirs at law;

AND WHEREAS the grantors hereof have agreed to sell the hereinafter described real estate unto the said Alan F. Brown, they execute these presents;

NOW THEREFORE IN CONSIDERATION of the premises and the sum of one dollar, the said Gilbert Brown and Lillian Brown, his wife, Harry Carville Walls Margaret Walls his wife, Anna Brown, Charles Edwin Brown, Annie C. Brown, and, do hereby grant and convey unto Alan F. Brown, his heirs and assigns, in fee simple, all their right, title, interest and estate of, in and to

ALL that lot or parcel of land, situate, lying and being in Stevensville, in the Fourth Election District of Queen Anne's County, State of Maryland, and described as follows, to wit;- Beginning on the public road known as Legg's Road near an oak tree, and running thence south two hundred and fifty feet, thence west fifty feet until it reaches the land formerly of Mrs. Henrietta Goodhand, thence north two hundred and fifty feet, thence east down the main road fifty feet to the place of beginning, being the same tract of land which is described in a deed from Hugh A. Legg and others to Thomas F. Brown, dated April the thirtieth, in the year eighteen hundred and ninety one, and recorded in Liber W. D. No. 5 folio 471, a Land Record Book for Queen Anne's County, to which said deed and the references therein contained reference is hereby made for a more full and perfect description of the property hereby conveyed.

TOGETHER with all rights, roads, ways, waters, privileges and advantages thereto belonging or in any wise appertaining.

AND the said Gilbert Brown, Harry Carville Walls, Anna Brown, Charles Edwin Brown, Annie C. Brown, covenant that they will warrant specially the property hereby conveyed and will give such other and further assurances of title as may be requisite or necessary.

WITNESS their hands and seals.

Test as to Gilbert Brown and wife
SOLOMON T. CHAIRES

GILBERT BROWN (SEAL)

Test as Harry C. Walls
LOUIS EDWARD PASCO

LILLIAN K. BROWN (SEAL)

HARRY CARVILLE WALLS (SEAL)

Test as to Wm. L. Walls
ABRAHAM A. LEMLER

MARGARET WALLS (SEAL)

Test as to Anna Brown
ABRAHAM A. LEMLER

ANNA BROWN (SEAL)

Test as to William E. Brown

WILLIAM E. BROWN (SEAL)

Test as to Annie C. Brown.
HILDA T. SEWARD

ANNIE C. BROWN (SEAL)

STATE OF MARYLAND
KENT COUNTY, TO WIT:-

I hereby certify that on this 22nd day of October, in the year nineteen hundred and thirty five, before the subscriber a Notary Public of the State of Maryland, in and for Kent County, duly commissioned and qualified, personally appeared the said Gilbert Brown and Lillian Brown, his wife and did each acknowledge the aforegoing deed to be their respective act and deed.

IN TESTIMONY whereof I hereunto set my hand and affix my Notarial Seal the day and year above written.

SOLOMON T. CHAIRES
Notary Public.

Notary
Public
Seal.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:-

I hereby certify that on this 5th day of November, in the year nineteen hundred and thirty five, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, personally appeared the said Harry Carville Walls and Margaret Walls did acknowledge the aforegoing deed to be their act.

IN TESTIMONY whereof I hereunto set my hand and affix my Notarial Seal the day and year above written.

LOUIS EDWARD PASCO
Notary Public.

Notary Public Seal.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:-

I hereby certify that on this 29th day of October in the year nineteen hundred and thirty five, before the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, personally appeared the said Anna Brown and William Edwin Brown and did each acknowledge the aforegoing deed to be their respective act.

IN TESTIMONY whereof I hereunto set my hand and affix my Notarial Seal the day and year above written.

ABRAHAM A. LEMLER
Notary Public.

Notary Public Seal.

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

I hereby certify that on this 5th day of November in the year nineteen hundred and thirty five, before the subscriber, a Notary Public of the State of Maryland, in and for Queen Anne's County, duly commissioned and qualified, personally appeared the said Annie C. Brown and did acknowledge the aforegoing deed to be her act.

IN TESTIMONY whereof I hereunto set my hand and affix my Notarial Seal the day and year above written.

HILDA T. SEWARD
Notary Public.

Notary Public Seal.

::

#17,882. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Twenty-first day of September, in the year nineteen hundred and thirty six, the following Deed was brought to be recorded, to wit:

THIS DEED, made this first day of September, 1936, by S. Ogle Tilghman Davidson, of Baltimore City, State of Maryland, and George Davidson, of Anne Arundel County, State of Maryland, Executors of the last will and testament of Richard Earle Davidson, late of Anne Arundel County aforesaid, deceased, (the said S. Ogle Tilghman Davidson being temporarily in Anne Arundel County aforesaid at the time of the execution of this deed).

WHEREAS Richard Earle Davidson, late of Anne Arundel County aforesaid, departed this life on or about the 19th day of June, 1923, seized and possessed of certain real estate, of which the parcel of real estate hereinafter described and conveyed was a part, and leaving a last will and testament bearing date the 10th day of April, 1911, which said last will and testament was duly admitted to probate by the Orphans' Court of Anne Arundel County aforesaid and is recorded in Liber O. B. D. No. 3, folios 264, etc., a will record book in the office of the Register of Wills for Anne Arundel County aforesaid, a duly certified copy of which has recently been filed for record among the will records of Queen Anne's County, Maryland;

AND WHEREAS the said Richard Earle Davidson did, by his said last will and testament, nominate, constitute and appoint as the Executors thereof the said S. Ogle Tilghman Davidson and George Davidson, to whom letters testamentary under said will were on the 3rd day of July, 1923, granted and committed by the Orphans' Court of Anne Arundel County aforesaid;

AND WHEREAS the said Richard Earle Davidson, by the said last will and testament, directed the said executors to sell the real estate hereinafter described and conveyed (among other real estate) as soon as convenient after his death for the purpose of the division of the proceeds among those entitled thereto under the terms of said last will and testament;

18 PAGE 742

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber WHC 3-A, folio 465, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 11th day of September 1985.

Marguerite W. Mankin

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

TO HAVE and TO HOLD the said lot or parcel of land and premises, unto and to the use of the said Willard H. Wrightson and Elva Wrightson, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, forever.

AND the said William R. Horney does hereby covenant that he has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that he will warrant specially the property hereby granted and conveyed; and that he will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of the said Grantor:

TEST: (as to said Grantor). WILLIAM R. HORNEY (SEAL)

HILDA T. SEWARD

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

I HEREBY CERTIFY, that on this nineteenth day of September, in the year nineteen hundred and thirty six, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County aforesaid, personally appeared William R. Horney and acknowledged the aforegoing DEED to be his act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, the day and year last above written:

HILDA T. SEWARD
Notary Public.

Notary Public Seal.

::

#17,880. QUEEN ANNE'S COUNTY, TO WIT:

Be it remembered that on the Nineteenth day of September, in the year nineteen hundred and thirty six, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 28 day of December, in the year nineteen hundred and thirty five, by William Leroy Walls and Katie Walls, his wife, of Savannah, State of Georgia,

WITNESSETH:-

WHEREAS one Thomas F. Brown departed this life, intestate, sometime in the year eighteen hundred ninety eight, seized and possessed of the hereinafter described real estate, leaving surviving him as his only heirs at the following children, Gilbert, John F., Thomas K., Charles and Bertha; that all of said children, with the exception of Gilbert have departed this life; the said Bertha having married one Walls, both being now dead and leaving surviving them as their only heirs at law the said Harry Carville Walls and the said William Leroy Walls;-the said Charles departed this life leaving surviving him a widow, the said Anna Brown, and the said Charles Edwin Brown, a son, as his only heirs at law;-the said Thomas K. departed this life leaving a widow, the said Elsie Brown, and William Craig Brown and Marlin Wesley Brown, his sons, as his only heirs at law; the said John F. departed this life leaving a widow, the said Annie C. Brown, and Alan F. Brown, a son, as his only heirs at law;

AND WHEREAS the grantors hereof have agreed to sell the hereinafter described real estate unto the said Alan F. Brown, they execute these presents:

NOW THEREFORE IN CONSIDERATION of the premises and the sum of one dollar, the said William Leroy Walls and Katie Walls, his wife do hereby grant and convey unto Alan F. Brown, his heirs and assigns, in fee simple, all their right, title, interest and estate of, in and to

ALL that lot or parcel of land, situate, lying and being in Stevensville, in the Fourth Election District of Queen Anne's County, State of Maryland, and described as follows, to wit;- Beginning on the public road known as Legg's Road near on oak tree, and running thence south two hundred and fifty feet, thence east down the main road fifty feet to the place of beginning, being the same

Original Deed and delivered to Alan F. Brown Oct. 6, 1936.

EXHIBIT 6

tract of land which is described in a deed from Hugh A. Legg and others to Thomas F. Brown, dated April the thirtieth, in the year eighteen hundred and ninety one, and recorded in Liber W. D. No. 5 folio 471, a Land Record Book for Queen Anne's County, to which said deed and the references therein contained reference is hereby made for a more full and perfect description of the property hereby conveyed.

TOGETHER with all rights, roads, ways, waters, privileges and advantages thereto belonging or in any wise appertaining.

AND the said William Leroy Walls covenant that they will warrant specially the property hereby conveyed and will give such other and further assurances of title as may be requisite or necessary.

WITNESS their hands and seals.

Test as to William Leroy Walls

WILLIAM LEROY WALLS (SEAL)

Test as to (wife) Mrs. Katie Walls

MRS. KATIE WALLS (SEAL)

STATE OF GEORGIA, CITY OF SAVANNAH, TO WIT:-

I hereby certify that on this 28th day of Dec. in the year nineteen hundred and thirty five, before the subscriber a Notary Public of the State of Georgia, in and for the city of Savannah, duly commissioned and qualified personally appeared the said William Leroy Walls Katie Walls, his wife, and did acknowledge the aforegoing deed to be their act.

IN TESTIMONY whereof I hereunto set my hand and affix my Notarial Seal the day and year above written.

JAMES J. McQUILLAN
Notary Public.

Notary Public, Chatham County, Ga.
My commission Expires Oct. 5, 1939.

Notary Public Seal.

::

#17,881. QUEEN ANNE'S COUNTY, TO WIT: Be it remembered that on the Nineteenth day of September, in the year nineteen hundred and thirty six, the following Deed was brought to be recorded, to wit:-

THIS DEED, made this 22nd day of October, in the year nineteen hundred and thirty five, by Gilbert Brown and Lillian K. Brown, his wife, of Queen Anne's County, State of Maryland, Harry Carville Walls, Margaret Walls his wife of Baltimore City, State of Maryland, and Anna Brown, widow, Charles Edwin Brown, single, of Baltimore City, State of Maryland, Annie C. Brown, widow, of Queen Anne's County, State of Maryland,

WITNESSETH:-

WHEREAS one Thomas F. Brown departed this life, intestate, sometime in the year eighteen hundred ninety eight seized and possessed of the hereinafter described real estate, leaving surviving him as his only heirs at the following children, Gilbert, John F., Thomas K., Charles and Bertha; that all of said children, with the exception of Gilbert have departed this life;- the said Bertha having married one Walls, both being now dead and leaving surviving them as their only heirs at law the said Harry Carville Walls and the said William Leroy Walls;-the said Charles departed this life leaving surviving him a widow, the said Anna Brown, and the said Charles Edwin Brown, a son, as his only heirs at law;-the said Thomas K. departed this

Orig'l Exam'd and delivered to Chas. F. Brown Oct. 6, 1936

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber WHC 3-A, folio 464, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 11th day of September 1985.

Marguerite W. Mankin

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

18 MB 716

#23,615. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered that on the Twenty Seventh day of November, in the year nineteen hundred and forty five, the following Deed was brought to be recorded, to wit:-

One-Fifty Cent and One-Five Cent
Int. Rev. Stamps. Endorsed A.C.B.

One-Ten Cent and One-Twenty Cent
Recordation Tax Stamps. Endorsed
A.C.B.

THIS DEED, Made this-17th- day of November, nineteen hundred and forty-five by Pearl R. Brown, widow, of Talbot County, State of Maryland.

WHEREAS, Alan F. Brown, late of Queen Anne's County, deceased, departed this life intestate on or about the 6th day of January, 1945 seized and possessed of the hereinafter described real estate, and

WHEREAS, the said Alen F. Brown left to survive him as his sole and only heirs at lew a widow, Peerl R. Brown, the grantor herein, and Annie C. Brown, his mother, and

WHEREAS, the said Pearl R. Brown, widow, and Annie C. Brown own the hereinafter described real estate as tenants in common, and

WHEREAS, the personal estate of the said Alan F. Brown, deceased, has been duly edministered in the Orphans' Court for Queen Anne's County, Maryland and all of his just debts fully paid, and

WHEREAS, the said Annie C. Brown has this day purchased from the seid Pearl R. Brown her undivided one-half interest in the hereinafter described real estate:

NOW, THEREFORE, THIS DEED WITNESSETH, That for and in consideration of the sum of THREE HUNDRED ($300.00) DOLLARS to me in hand paid, the receipt of which is hereby acknowledged, I, the said Pearl R. Brown, do hereby grant and convey unto Annie C. Brown, her heirs and assigns forever in fee simple, all of my right, title and interest either at law or in equity (the same being an undivided one-half interest) in end to the following described real estate, to wit:

ALL that lot or parcel of land situate, lying end being in Stevensville, in the Fourth Election District of Queen Anne's County, State of Marylend, and described as follows, to wit: BEGINNING on the public road known es Legg's Road neer en oak tree, and running thence south two hundred and fifty feet, thence west fifty feet until it reaches the lend formerly of Mrs. Henreitta Goodhand, thence north two hundred and fifty feet, thence east down the main road fifty feet to the place of beginning. It being the same property mentioned and described in a deed from Gilbert Brown, et al, to Alan F. Brown bearing date October 22, 1935 end recorded in Liber W. H. C. #3A, folio 465, and also the seme lands and premises mentioned and described in a deed from William Leroy Wells, et al, to Alen F. Brown bearing date December 28, 1935 and duly recorded in Liber W. H. C. #3A, folio 464, both being lend records for Queen Anne's County, Marylend.

TOGETHER with the buildings and improvements thereupon erected, made or being, end all end every the rights, alleys, ways, waters, privileges, appurtenances end advanteges to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land above described and mentioned and hereby intended to be conveyed, together with the rights and privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Annie C. Brown, her heirs and assigns, in fee simple.

AND the said Pearl R. Brown, widow, hereby covenants that she will warrant specially the property hereby granted end conveyed and that she will execute such other and further assurances of the same es may be requisite.

WITNESS the hand and seal of the said grantor.

ATTEST:

ELIZABETH FLYNN
Elizabeth Flynn

PEARL R. BROWN (SEAL)
Pearl R. Brown

STATE OF MARYLAND, TALBOT COUNTY, TO WIT:

I HEREBY CERTIFY, That on this -17th-day of November, 1945, before me, the subscriber, a Notary Public of the State of Marylend, in and for Talbot County aforesaid, personelly appeared Pearl R. Brown, widow, and acknowledged the aforegoing deed to be her act and deed.

WITNESS my hand and Notarial Seal.

Original Exhibit #4 Allowed to Annie C. Brown Dec. 15, 1945

EXHIBIT 7

18 747

ELIZABETH FLYNN
Elizabeth Flynn
Notary Public.

My commission expires May 5th, 1947.

Notary
Public
Seal.

#23,616. QUEEN ANNE'S COUNTY, TO WIT:
Be it remembered thet on the Twenty Eighth day of November, in the year nineteen hundred and forty five, the following Deed was brought to be recorded, to wit:-

One-One Dollar, One-Forty Cent and One-Twenty Five Cent Int. Rev. Stamps. Endorsed R. C.

One-One Dollar and One-Twenty Cent Recordation Tax Stamps. Endorsed R. C.

THIS DEED made this 14th day of November, in the year nineteen hundred and forty five by LeRoy Edward Walls and Lucy Mabel Walls, his wife, of Queen Anne's County, Maryland, but temporarilly in Kent County, Marylend.

That for and in consideration of the sum of TWELVE HUNDRED DOLLARS ($1,200.00), the receipt of which is hereby acknowledged, the said LeRoy Edward Walls and Lucy Mable Walls, his wife, do hereby grant and convey unto and to Robert Crew and Elva Crew, his wife, as tenants by the entireties and not as tenants in common, and their assigns, and to the survivor of them and the heirs and assigns of said survivor of them, in fee simple,

all that lot or tract of land situate, lying and being in the town of Crumpton, in the Seventh Election District of Queen Anne's County, State of Maryland, known as "The Emily W. Hartley Property" and/or "The John P. Hartley Property" and/or The Ida A. Milbourne Property", on the northeast side of Broad Street in said town, adjoining the properties now or formerly owned by Edward Porter, Miss Catherine or Katie Wallis and the properties of others, more particularly described as follows, to wit: Beginning for the same at a point on said Broad Street, which point is thirty feet north west from Mechanic Street, thence running North 57-3/4 degrees East, one hundred and sixty feet; thence North 30-1/4 degrees West, thirty feet; thonce South 57-3/4 degrees West, one hundred and sixty feet; thence South 32-1/4 degrees East thirty feet to the place of beginning, improved by a dwelling, part of which is on property hereby conveyed and part on the adjoining Wallis property, being the same property and all the property granted and conveyed to the above named grantors by Catherine Tuckerman by deed dated February 9th., 1945, and recorded in Liber A. S. C. Jr., No. 10, folio 495 &etc., a Land Record Book for Queen Anne's County, refernce to which is hereby made for a fuller description thereof.

TOGETHER with ell rights, roads, ways, waters, privileges and advanteges thereto attached or in any wise eppertaining thereto, and all buildings and improvements thereon erected, made or being.

TO HAVE AND TO HOLD the aforeseid premises, land and improvements unto and to the proper use and benefit of the seid Robert Crew and Elva Crew, his wife, as tenants by the entireties end not as tenants in common, and their assigns, and to the survivor of them and the heirs end assigns of said survivor of them, forever.

AND the said LeRoy Edward Walls and the said Lucy Mabel Wells, his wife, hereby covenant that they will warrant specielly the title to the land hereby granted and conveyed or intended to be so granted and conveyed and thet they will execute such other and further assurances of title to the same as may be or might hereafter become requisite or necessary.

In Witness whereof we heve hereunto subscribed our names and affixed our seals.

Original examined and mailed to Grantee R.F.D. Chestertown

18 PAGE 748

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber ASG JR 12 folio 354, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 11th day of September 1985.

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

LIBER 67 PAGE 416

STATE OF MARYLAND
COUNTY OF QUEEN ANNE'S, sct:

On this the 28th day of July, 1962, before me, *Minnie T. Story, the undersigned officer, personally appeared CHARLES ZAKARIAN and BONEL P. ZAKARIAN, his wife, known to me to be the person (s) whose name (s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared WILLIAM H. CRONSHAW, President of the Mortgagee, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, *(and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)*

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

Minnie T. Story
Notary Public

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

Re19006 RELEASE WAS BROUGHT TO BE RECORDED March 8, 1967

For value received, the undersigned does hereby release the within mortgage and mortgage indebtedness.

AS WITNESS the hand and seal of the undersigned this 21st. day of February, 1967.

CHURCH HILL LUMBER COMPANY

By: Wm. H. CRONSHAW
President

Corporate Seal.

ATTEST:

By CHARLES A. SCHELTS
Secretary

Original mailed to Grantee Estelle H. Norman 4201 Groveland Ave. Balto. 15, Md. 8-29-62

App. H-35283 No 48184 Re 60429 RECEIVED FOR RECORD Aug 1, 1962

THIS DEED, Made this 9th day of June, in the year one thousand nine hundred and sixty-two, by and between MARLIN W. BROWN and HARRIET K. BROWN, his wife, and MARLIN JEANETTE GORDON and GERALD B. GORDON, her husband, parties of the first part, Grantors; and ESTELLE H. NORMAN and LENA H. WHITE, parties of the second part, Grantees.

WHEREAS, by Deed dated October 22, 1935 and recorded among the Land Records of Queen Annes County in Liber W.H.C. No. 3A folio 465, Gilbert Brown, et al, conveyed the hereinafter described property to Alan F. Brown; and

WHEREAS, William Leroy Walls, one of the parties mentioned under Item A of the aforementioned Deed, together with his wife, Katie Walls conveyed their interest in the property to Alan F. Brown, by Deed dated December 28, 1935, and recorded among the aforesaid Land Records in Liber W. H. C. No. 3A folio 464; and

WHEREAS, the aforesaid Deed recited under Item C that a

EXHIBIT 8

certain Thomas K. Brown who had an interest in the property died leaving a widow, Elsie Brown and two sons, William Craig Brown and Marlin W. Brown, but said parties apparently never conveyed their interest in the property to Alan F. Brown; and

WHEREAS, the said William Craig Brown departed this life intestate on or about October 24, 1942 leaving as his only heirs, two daughters, the said Marlin Jeanette Gordon and Roberta Jo Anne Conklin; and

WHEREAS, Elsie Brown departed this life on or about November 23, 1956 leaving as her only heirs, one son, the said Marlin W. Brown and the children of her deceased son, Marlin Jeanette Gordon and Roberta Jo Anne Conklin; and

WHEREAS, the said Alan F. Brown departed this life on or about January 1, 1945 intestate, leaving as his only heirs at law, his widow, Pearl R. Brown and his mother, Annie C. Brown. Pearl R. Brown by Deed dated November 17, 1945 and recorded among the aforesaid Land Records in Liber A.S.G. Jr. No. 12, folio 354, conveyed her interest in the property to Annie C. Brown. Annie C. Brown departed this life on or about February 15, 1961 intestate leaving as her only heirs at law two sisters, the said Estelle H. Norman and the said Lena H. White, the within Grantees; and

WHEREAS, in order to vest in the within grantees their fee simple interest in the hereinafter described property said parties of the first part have agreed to execute this Deed.

NOW, THEREFORE, THIS DEED WITNESSETH: That in consideration of the sum of Five Dollars, and other valuable considerations, this day paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees, their heirs and assigns, in fee simple, all that lot or parcel of land situate near Stevensville, in the Fourth Election District of Queen Annes County, State of Maryland, and more particularly described according to a survey plat dated June 19, 1961 made by Shew and Bartlett, Engineers, as follows:

BEGINNING for the same on the southerly side of the State Road leading from Matapeake to Kent Narrows and known as Leggs Road at an iron bolt set in the ground at the northeasterly

corner of the lot now or formerly of Theodore Sattelmaier; thence running with the southerly side of said road south 66 degrees 01 minute east 50 feet to an iron pipe set at the northwesterly corner of the lot now or formerly of N. E. Herbert, thence leaving the road and running thence with the Herbert lot and partly along a fence, south 20 degrees 05 minutes west 252.54 feet to an iron pipe set on the line of land now or formerly of Francis Price, thence with the Price land and along a fence, north 68 degrees 12 minutes west 50.42 feet to a concrete monument at the southeasterly corner of the Sattelmaier lot; thence running with the easterly line of said lot and partly along a fence north 20 degrees 12 minutes east 254.32 feet to the place of beginning, containing o.292 of an acre more or less.

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

TO HAVE AND TO HOLD the above described property unto and to the use of the said ESTELLE H. NORMAN and LENA H. WHITE, their heirs and assigns, in fee simple.

AND the said parties of the first part covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said parties of the first part.

WITNESS:

Edwin J. Mould

John Vetto

Marlin W. Brown (SEAL)
Marlin W. Brown

Harriet K. Brown (SEAL)
Harriet K. Brown

[illegible] Jeanette Gordon (SEAL)
Marlin Jeanette Gordon

Gerald B. Gordon (SEAL)
Gerald B. Gordon

STATE OF VIRGINIA, COUNTY OF FAIRFAX to wit:-

I HEREBY CERTIFY, that on this 9TH day of JUNE 1962, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared MARLIN W. BROWN and HARRIET K.

BROWN, his wife, known to me (or satisfactorily proven) to be two of the persons whose names are subscribed to the within instrument and acknowledged that they executed the same in my presence for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Louis L. Clarke
Notary Public

MY COMMISSION EXPIRES 4-24-66

STATE OF CONNECTICUT, COUNTY OF New Haven, to wit:-

I HEREBY CERTIFY that on this 13th day of June 1962, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Marlin Jeannette Gordon and Gerald B. Gordon, and known to me (or satisfactorily proven) to be two of the persons whos e name appears on the within instrument and acknowledged that they executed the same in my presence for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Eugene C. [illegible]
Notary Public

MY COMMISSION EXPIRES 1967

204185
Re 60431 RECEIVED FOR RECORD Aug 1 1962

RELEASE OF MORTGAGE—CITY OR COUNTY—Form 8

PARTIAL

This Release of Mortgage, Made this 23d day of July, one thousand nine hundred and sixty-two by Samuel J. Aaron and Rebecca Aaron, his wife of the City of Baltimore in the State of Maryland,

WHEREAS, the said Samuel J. Aaron and Rebecca Aaron, his wife are is the holder of a mortgage from David M. Nichols and Olive J. Nichols, his wife, The Bridgeside Company and Chester Beach, Inc. to Samuel J. Aaron and Rebecca Aaron, his wife dated January 7, 1959 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 45, Folio 419 &c. known as Lot 6 Block F of Harbor View, Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, retaining their lien on all other lots mentioned therein.

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber TSP 67, folio 416, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 11th day of September 198 5.

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

1962, before me, the subscriber, a Notary Public of the State of Maryland in and for Queen Anne's County, personally appeared Kenneth Wilson, Chairman of Queen Anne's County Planning & Zoning Commission, and acknowledged the aforegoing Certificate of Exemption to be the act of said Commission duly authorized.

Witness my hand and notarial seal.

Nancy Foster Collier
Notary Public

My Commission expires 5-6-63

FEE-SIMPLE DEED — CODE — City or County — 40

No 48096
Re 60212 RECEIVED FOR RECORD July 11 1962

This Deed, Made this 11th day of July in the year one thousand nine hundred and sixty-two, by and between Estelle H. Norman (widow) and Lena H. White (widow) of Baltimore City in the State of Maryland, of the first part, and Charles H. Norman and J. Russell Norman, of the same place, of the second part.

Witnesseth, that in consideration of the sum of Five ($5.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged the said parties of the first part do grant and convey unto the said Charles H. Norman, and J. Russell Norman as joint tenants and not---- as tenants in common, their heirs and assigns, in fee simple, all that lot of ground, situate, lying and being in Queen Annes County, State of Maryland, aforesaid, and described as follows, that is to say:—

Beginning for the same on the southerly side of the State Road leading from Matapeake to Kent Narrows and known as Leggs Road at an iron bolt set in the ground at the northeasterly corner of the lot now or formerly of Theodore Sattelmaier; thence running with the southerly side of said road south 66 degrees 01 minute east 50 feet to an iron pipe set at the northwesterly corner of the lot now or formerly of N. E. Herbert, thence leaving the road and running thence with the Herbert lot and partly along a fence 20 degrees 05 minutes west 252.54 feet to an iron pipe set on the line of land now or formerly of Francis Price, thence with the Price land and along a fence, north 68 degrees 12 minutes west 50.42 feet to a concrete monument at the southeasterly corner of the Sattelmaier lot; thence running with the easterly line of said lot and partly along a fence north 20 degrees 12 minutes east 244.32 feet to the place of beginning, containing 0.292 of an acre more or less.

BEING the same lot of ground which by Deed dated June 9, 1962 and recorded prior hereto among the land records of Queen Annes County, was granted and conveyed by Marlin W. Brown, et al, unto the grantors herein.

Original mailed to Grantees 4/12 - " Cromwell Ave. Glen Burnie, Md

EXHIBIT 9

LIBER 67 PAGE 247

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Charles H. Norman and J. Russell Norman, as joint tenants and not as tenants in common, their heirs and assigns, in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

Witness the hands and seals of said grantors

TEST:

Thomas S. Flynn

Estelle H. Norman (SEAL)
Estelle H. Norman, Widow

Lena H White (SEAL)
Lena H. White, Widow

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 11th day of July in the year one thousand nine hundred and sixty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for aforesaid, personally appeared Estelle H. Norman and Lena H. White

the above named grantors, and they acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal.

THOMAS S. FLYNN NOTARY PUBLIC BALTIMORE, MD.

Thomas S. Flynn
Notary Public.

18 MSA 756

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber TSP 67, folio 246, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 11th day of September 1985.

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

No 53566
Re 10564 RECEIVED FOR RECORD Apr 7 1965

THIS DEED, Made this 30TH day of March, in the year nineteen hundred sixty-five, by and between PAULINE E. NORMAN, widow, and ESTELLE H. NORMAN, widow, of Anne Arundel County in the State of Maryland, parties of the first part, and ELIZABETH SHIPLEY, widow, of Baltimore City in the State of Maryland, party of the second part, witnesseth:

THAT for and in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, all that lot of ground situate in Queen Annes County, State of Maryland, and described as follows:

BEGINNING FOR THE SAME on the southerly side of the State Road leading from Matapeake to Kent Narrows and known as Leggs Road at an iron bolt set in the ground at the northeasterly corner of the lot now or formerly of Theodore Sattelmaier; thence running with the southerly side of said road south 66 degrees 01 minute east 50 feet to an iron pipe set at the northwesterly corner of the lot now or formerly of N. E. Herbert; thence leaving the road and running thence with the Herbert lot and partly along a fence south 20 degrees 05 minutes west 252.54 feet to an iron pipe set on the line of land now or formerly of Francis Price; thence with the Price land and along a fence, north 68 degrees 12 minutes west 50.42 feet to a concrete monument at the southeasterly corner of the Sattelmaier lot; thence running with the easterly line of said lot and partly along a fence north 20 degrees 12 minutes east 244.32 feet to the place of beginning. Containing 0.292 of an acre more or less.

BEING the same lot of ground which by deed dated July 11, 1962, and recorded among the Land Records of Queen Annes County in Liber T.S.P. No. 67, folio 246, was granted and conveyed by Estelle H. Norman, widow, et al., unto Charles H. Norman and J. Russell Norman, as joint tenants and not as tenants in common. The said Charles H. Norman predeceased the said J. Russell Norman on or about March 13, 1963, and the latter, a resident of Anne Arundel County in the State of Maryland, departed this life in Baltimore City in the State of Maryland, on January 23, 1965, intestate, leaving surviving him as his only heirs at law the said Pauline E. Norman, his widow, and the said Estelle H. Norman, his mother.

SEE ALSO proceedings in the Estate of the said J. Russell Norman whose full name was James Russell Norman in the Office of the Register of Wills for Anne Arundel County, Maryland.

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

TO HAVE AND TO HOLD the lot of ground and premises above described and mentioned unto and to the proper use and benefit of the said party of the second part, her heirs and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted; that they will warrant specially the property hereby conveyed; and they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of the said parties of the first part hereto.

WITNESS:

Kenneth S. Shipley

Pauline E. Norman (SEAL)
Pauline E. Norman

Estelle H. Norman (SEAL)
Estelle H. Norman

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, towit:

I HEREBY CERTIFY, that on this 30TH day of March, in the year nineteen hundred sixty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Pauline E.Norman, widow, and Estelle H. Norman, widow, the above-named Grantors, and severally acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

LIBER 14 PAGE 211

EXHIBIT 10

9-1-65 Original returned to Estelle H Norman.

18 PAGE 758

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber CWC 14, folio 211, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 11th day of September 1985.

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

LIBER 14 PAGE 212

Kenneth S. Shipley, Notary Public
My commission expires May 3, 1965

No 5 3567
Rec 10564 RECEIVED FOR RECORD Apr 7 1965

THIS DEED, Made this 30TH day of March, in the year nineteen hundred sixty-five, by and between ELIZABETH SHIPLEY, widow, of Baltimore City in the State of Maryland, party of the first part, and ESTELLE H. NORMAN, of Anne Arundel County in the State of Maryland, party of the second part, witnesseth:

THAT for and in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said Estelle H. Norman, for and during the term of her natural life, with the powers and privileges, and subject to the terms and with remainder over as hereinafter more particularly set forth, all that lot of ground situate in Queen Annes County, State of Maryland, and described as follows:

BEGINNING FOR THE SAME on the southerly side of the State Road leading from Matapeake to Kent Narrows and known as Leggs Road at an iron bolt set in the ground at the northeasterly corner of the lot now or formerly of Theodoro Sattelmaier; thence running with the southerly side of said road south 66 degrees 01 minutes east 50 feet to an iron pipe set at the northwesterly corner of the lot now or formerly of N. E. Herbert; thence leaving the road and running thence with the Herbert lot and partly along a fence south 20 degrees 05 minutes west 252.54 feet to an iron pipe set on the line of land now or formerly of Francis Price; thence with the Price land and along a fence, north 68 degrees 12 minutes west 50.42 feet to a concrete monument at the southeasterly corner of the Sattelmaier lot; thence running with the easterly line of said lot and partly along a fence north 20 degroes 12 minutes east 244.32 feet to the place of beginning. Containing 0.292 of an acre, more or less.

BEING the same lot of ground which by deed dated of even date herewith, and recorded or intended to be recorded among the Land Records of Queen Annes County immediately prior hereto, was granted and conveyed by Estelle H. Norman, et al., unto the said Elizabeth Shipley, widow.

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

TO HAVE AND TO HOLD the lot of ground and premises above described and mentioned, unto and to the use of the said Estelle H. Norman, for and during the period of her natural life, with full power unto her, the said Estelle H. Norman, without the consent of any person or persons whatsoever, to sell, lease, convey, assign, mortgage or otherwise dispose of, except by Last Will and Testament, or encumber the whole or entire estate in and to the property hereinabove described, or any interest therein, or any part thereof (including also the right by mesne conveyances to possess the same absolutely and annul the remainder over hereinafter created), and to apply the proceeds of any such sale, lease, convoyance, assignment, mortgage or disposal to her own use, and the purchasor or purchasers, lessee or lessees, assignee or assignees, mortgagee or mortgagees, grantee or grantees being hereby relieved from seeing to the application of the purchase or mortgage money, it being the intention that the powers aforesaid, when exercised shall operate not only upon the life estate hereby granted unto the said Estelle H. Norman, but also upon the remainder as hereinafter set forth, to the end and intent that the said purchaser or purchasers, lessee or lessees, assignee or assignees, mortgagee or mortgagees, grantee or grantees, under the instrument or instruments executed in the exercise of the powers herein granted unto the said Estelle H. Norman, shall obtain the whole and entire estate so intended to be sold, leased, conveyed, assigned or mortgaged, free of all and any right, title or interest of any of the parties to these presents or those claiming by, through or under them, and immediately upon the death of the said Estelle H. Norman, without her having exercised the powers herein set forth, then as to all of the property hereinbefore described, or so much thereof as may be remaining and undisposed of in the exercise of the powers aforesaid, then unto and to the proper use and benefit of Norelei N. Jones (her granddaughter) and Robert E. Jones, her husband, as tenants by

9-1-65 Original delivered to Grantee

the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, forever in fee simple.

AND the said party of the first part hereby covenants that she has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted; that she will warrant specially the property hereby conveyed; and she will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of the said party of the first part hereto.

WITNESS:

Kenneth S. Shipley — Elizabeth Shipley (SEAL)

Kenneth S. Shipley — Elizabeth Shipley

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 30TH day of March, in the year nineteen hundred sixty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Elizabeth Shipley (widow), the above-named Grantor, and she acknowledged the foregoing Deed to be her act.

AS WITNESS my hand and Notarial Seal.

KENNETH S. SHIPLEY NOTARY PUBLIC BALTIMORE CITY, MD.

Kenneth S. Shipley, Notary Public
My commission expires May 3, 1965

18 MSB 761

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber CWC 14, folio 212, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 11th day of September 1985.

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

No. 57241
Rec. 18930 RECEIVED FOR RECORD Mar 2, 1967

THIS DEED, Made this 15TH day of FEBRUARY in the year nineteen hundred and sixty-seven, by and between ESTELLE H. NORMAN, Widow, of Baltimore City in the State of Maryland, party of the first part, Grantor and STRAWMAN, INC., a body corporate of the State of Maryland, party of the second part, Grantee;

WITNESSETH, that for and in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part, acting in pursuance and in exercise of the power and authority conferred upon her by the Deed hereinafter referred to, does hereby grant and convey unto the party of the second part, its successors and assigns, all that lot or parcel of ground situate in Queen Annes County, State of Maryland, and described as follows:

BEGINNING FOR THE SAME on the southerly side of the State Road leading from Matapeake to Kent Narrows and known as Leggs Road at an iron bolt set in the ground at the northeasterly corner of the lot now or formerly of Theodore Sattelmaier; thence running with the southerly side of said road south 66 degrees 01 minute east 50 feet to an iron pipe set at the northwesterly corner of the lot now or formerly of N. E. Herbert; thence leaving the road and running thence with the Herbert lot and partly along a fence south 20 degrees 05 minutes west 252.54 feet to an iron pipe set on the line of land now or formerly of Francis Price; thence with the Price land and along a fence, north 68 degrees 12 minutes west 50.42 feet to a concrete monument at the southeasterly corner of the Sattelmaier lot; thence running with the easterly line of said lot and partly along a fence north 20 degrees 12 minutes east 244.32 feet to the place of beginning. Containing 0.292 of an acre more or less.

BEING the same lot of ground which by Deed dated March 30,1965 and duly recorded among the Land Records of Queen Annes County was granted and conveyed by Elizabeth Shipley, Widow, unto the party of the first part hereto for and during the term of her natural life with full power of disposition as therein set forth, which power is hereby exercised.

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

TO HAVE AND TO HOLD the lot or parcel of ground and premises above described and mentioned unto and to the use of the party of the second part, its successors and assigns, forever in fee simple.

And the said party of the first part hereby covenants that she has not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that she will warrant specially the property granted and that she will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of the party of the first part.

WITNESS:

Kenneth S. Shipley — Estelle H. Norman (SEAL)
Kenneth S. Shipley — Estelle H. Norman

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 15TH day of FEBRUARY in the year nineteen hundred and sixty-seven, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Estelle H. Norman, Widow, the within-named party of the first part, and she acknowledged the foregoing Deed to be her act.

AS WITNESS my hand and Notarial Seal.

KENNETH S. SHIPLEY NOTARY PUBLIC BALTIMORE CITY

Kenneth S. Shipley, Notary Public
My Commission expires June 30, 1967

LIBER 27 PAGE 103

EXHIBIT 12

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber CWC 27, folio 103, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 11th day of September 1985.

Marguerite W. Mankin

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

LIBER 27 PAGE 104

No 57242
Re 1893 RECEIVED FOR RECORD Mar 2, 1967

THIS DEED, Made this 15TH day of FEBRUARY in the year nineteen hundred and sixty-seven, by and between STRAW MAN, INC., a body corporate of the State of Maryland, party of the first part, Grantor and ESTELLE H. NORMAN, Widow, of Baltimore City in the State of Maryland, party of the second part, Grantee;

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the party of the second part, Estelle H. Norman, Widow, for and during the term of her natural life, with the powers and privileges, and subject to the terms and with remainder over as hereinafter more particularly set forth, all that lot of ground situate in Queen Annes County and described as follows:

BEGINNING FOR THE SAME on the southerly side of the State Road leading from Matapeake to Kent Narrows and known as Leggs Road at an iron bolt set in the ground at the northeasterly corner of the lot now or formerly of Theodore Sattelmaier; thence running with the southerly side of said road south 66 degrees 01 minute east 50 feet to an iron pipe set at the northwesterly corner of the lot now or formerly of N. E. Herbert; thence leaving the road and running thence with the Herbert lot and partly along a fence south 20 degrees 05 minutes west 252.54 feet to an iron pipe set on the line of land now or formerly of Francis Price; thence with the Price land and along a fence, north 68 degrees 12 minutes west 50.42 feet to a concrete monument at the southeasterly corner of the Sattelmaier lot; thence running with the easterly line of said lot and partly along a fence north 20 degrees 12 minutes east 244.32 feet to the place of beginning. Containing 0.292 of an acre more or less.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Queen Annes County immediately prior hereto was granted and conveyed by the party of the second part to the party of the first part hereto.

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

TO HAVE AND TO HOLD the lot of ground and premises above described and mentioned, unto and to the use of the said Estelle H. Norman, Widow, for and during the term of her natural life, with full power unto her, the said Estelle H. Norman, Widow, without the consent of any person or persons whatsoever, to sell, lease, convey, assign, mortgage or otherwise dispose of, except by Last Will and Testament, or encumber the whole or entire estate in and to the property hereinabove described, or any interest therein, or any part thereof (including also the right by mesne conveyances to possess the same absolutely and annul the remainder over hereinafter created), and to apply the proceeds of any such sale, lease, conveyance, assignment, mortgage or disposal to his own use, and the purchaser or purchasers, lessee or lessees, assignee or assignees, mortgage or mortgagees, grantee or grantees being hereby relieved from seeing to the application of the purchase or mortgage money, it being the intention that the powers aforesaid, when exercised shall operate not only upon the life estate hereby granted unto the said Estelle H. Norman, Widow, but also upon the remainder as hereinafter set forth, to the end and intent that the said purchaser or purchasers, lessee or lessees, assignee or assignees, mortgagee or mortgagees, grantee or grantees, under the instrument or instruments executed in the exercise of the powers herein granted unto the said Estelle H. Norman, Widow, shall obtain the whole and entire estate so intended to be sold, leased, conveyed, assigned or mortgaged, free of all and any right, title or interest of any of the parties to these presents or those claiming by, through or under them, and immediately upon the death of the said Estelle H. Norman, Widow, without her having exercised the powers herein set forth, then as to all of the property hereinbefore described, or so much thereof as may be remaining and undisposed of in the exercise of the powers aforesaid, then unto and to the proper use and benefit of Estelle W. Roberts, her niece, her heirs and assigns, in fee simple forever.

EXHIBIT 13

And the said party of the first part hereby covenants that it has not done nor suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property granted and that it will execute such further assurances of the same as may be requisite.

WITNESS the corporate seal of the said Straw Man, Inc. and the signature of Kenneth S. Shipley, its Vice President.

WITNESS:

Louise Long

STRAW MAN, INC.

BY: Kenneth S. Shipley, Vice President

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 15th day of FEBRUARY, in the year nineteen hundred and sixty-seven before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Kenneth S. Shipley, Vice President of Straw Man, Inc., the above named Grantor, and he acknowledged the foregoing Deed to be the act of said body corporate.

AS WITNESS my hand and Notarial Seal.

Louise Long - Notary Public
My Commission expires June 30, 1967

18 PAGE 766

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber CWCC27, folio 103, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 11th day of September 1985.

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

No 58015
Rec 2.85 RECEIVED FOR RECORD July 31, 1967

THIS DEED, made this 31st day of July, in the year nineteen hundred and sixty-seven, by and between Estelle H. Norman, widow, of 105 Linden Lane, Glen Burnie, Maryland, party of the first part; and P. Henry Roth and Lillian G. Roth, his wife, of 3126 Glendale Avenue, Baltimore, Maryland, parties of the second part.

WITNESSETH, that for and in consideration of the sum of One ($1.00) Dollar, and other valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot of ground situate in Queen Anne's County, State of Maryland, and described, as follows:

BEGINNING for the same on the southerly side of the State Road leading from Matapeake to Kent Narrows and known as Loggs Road at an iron bolt set in the ground at the northeasterly corner of the lot now or formerly of Theodora Sattelmaier; thence running with the southerly side of said road S 66° 01' East 50 feet to an iron pipe set at the northwesterly corner of the lot now or formerly of N. E. Herbert; thence leaving the road and running thence with the Herbert lot and partly along a fence South 20° 05' West 252.54 feet to an iron pipe set on the line of land now or formerly of Francis Price; thence with the Price land and along a fence, N 68° 12' West 50.42 feet to a concrete monument at the southeasterly corner of the Sattelmaier lot; thence running with the easterly line of said lot and partly along a fence N 20° 12' East, 244.32 feet to the place of beginning, containing 0.292 of an acre, more or less.

BEING the same land granted and conveyed unto Estelle H. Norman by deed from Elizabeth Shipley, dated March 30th, 1965, and recorded in Liber CWC No. 14, folio 212, of the Land Records of Queen Anne's County.

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

TO HAVE AND TO HOLD the said lot or parcel of land and premises unto and to the use of the said parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, forever.

AND the said party of the first part does hereby covenant that she has not done nor suffered to be done any act,

LIBER 29 PAGE 513

EXHIBIT 14

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1000

8-22-67 Original mailed to Grantee - 3126 Glendale Ave.
R.R.P.

matter or thing whatsoever to encumber the property hereby granted and conveyed; that she will warrant specially the property hereby granted and conveyed; and that she will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of the said Grantor.

WITNESS:

Kenneth S. Shipley

Estelle H. Norman (SEAL)
Estelle H. Norman, widow.

STATE OF MARYLAND
CITY/~~COUNTY~~ Baltimore } TO WIT:

I HEREBY CERTIFY, that on this 23rd day of June, 1967, before me, the Subscriber, a Notary Public of the State and City/~~County~~ aforesaid, personally appeared Estelle H. Norman, widow, and she acknowledged the aforegoing Deed to be ther respective act.

WITNESS my hand and Notarial Seal.

KENNETH S. SHIPLEY NOTARY PUBLIC BALTIMORE CITY, MD.

Kenneth S. Shipley
Notary Public
My commission expires: ——

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

18 PAGE 769

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber CWC 29, folio 513, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 11th day of September 1985.

Marguerite W. Mankin

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

18 - 770

CHARLES COLLIER and ROBYN D. E. COLLIER, his wife and THE UNITED STATES OF AMERICA, ACTING THROUGH FARMERS HOME ADMINISTRATION, UNITED STATES DEPARTMENT OF AGRICULTURE Plaintiffs	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY CIVIL NO. 85-00421
vs	*	
ROBERTA JO ANNE CONKLIN Defendants	*	

* * * * * * *

PETITION FOR PROCESS
UNDER MARYLAND RULE 2-122(a)(3) AGAINST DEFENDANTS
WHOSE WHEREABOUTS IS UNKNOWN

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Charles Collier, Robyn D. E. Collier and the Farmers Home Administration, Plaintiffs, by David C. Bryan, their attorney, moves your Honors to authorize that the Defendants whose address is unknown be proceeded against by posting the property which is the subject matter of this proceeding pursuant to Maryland Rule 2-122(a)(3), and respectfully represents as grounds therefore that:

1. The undersigned spoke with Edward Turner, Esquire, a senior member of the Queen Anne's County Bar, who was familiar with the title to the property and asked him to search his files for information. Mr. Turner did so, made independent inquiries and reported that no one knew the whereabouts to the said Roberta Jo Anne Conklin, or whether she was dead or alive.

2. The undersigned also contacted Dr. Theodore Sattlemaier, who lived next door and practiced medicine there for decades. Dr. Sattlemaier had never heard of Roberta Jo Anne Conklin, although he did know many other members of the family.

3. The undersigned also queried Mr. Claude Lowery, a life long resident of Kent Island, former County

RECEIVED
CLERK, CIRCUIT COURT
1985 SEP 11 PM 3 16
QUEEN ANNE'S COUNTY

Commissioner and chief tax assessor for Queen Anne's County. Mr. Lowery knew many of the other owners of this property over the years, but has never heard of Roberta Jo Anne Conklin.

4. None of the above has been able to give the undersigned any address for Roberta Jo Anne Conklin.

WHEREFORE, your Petitioner respectfully prays your Honors to pass an Order authorizing that the Defendants whose whereabouts are unknown be proceeded against by posting a copy of the summons and complaint, without exhibits, herein upon the land which is the subject matter of these proceedings.

I do solemnly declare and affirm under the penalties of perjury that the contents of the aforegoing Petition For Process Under Maryland Rule 2-122(a)(3) Against Defendants Whose Whereabouts Is Unknown are true and correct.

David C. Bryan
Attorney for Plaintiffs

CCC:mfe:9/13/85

18 MD 772

CHARLES COLLIER and ROBYN D. E. COLLIER, his wife and THE UNITED STATES OF AMERICA, ACTING THROUGH FARMERS HOME ADMINISTRATION, UNITED STATES DEPARTMENT OF AGRICULTURE Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
vs.	:	
ROBERTA JO ANNE CONKLIN et al. Defendants	:	CIVIL NO. 85-00421

ORDER

The Plaintiffs having shown by a verified Petition that the whereabouts of some of the Defendants are unknown and that reasonable efforts have been made in good faith to locate the known Defendant, Roberta Jo Anne Conklin, who has no known address, it is

ORDERED, this 13th day of September, 1985, by the Court, that service shall be made pursuant to Rule 2-122 (a) (3) and (b) and (c) without mailing of the notice to Roberta Jo Anne Conklin, who has no known address.

AND IT IS FURTHER ORDERED, that proof of the fact and date of posting of the Clerk's notice shall be made by certificate of the Sheriff filed in this proceeding.

Judge

CLERK, CIRCUIT
1985 SEP 16 AM 10: 20
QUEEN ANNE'S COUNTY

18 773

CHARLES COLLIER and ROBYN D. E. COLLIER, his wife and THE UNITED STATES OF AMERICA, ACTING THROUGH FARMERS HOME ADMINISTRATION, UNITED STATES DEPARTMENT OF AGRICULTURE Plaintiffs	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
ROBERTA JO ANNE CONKLIN et al. Defendant	:	CIVIL NO. 85-00421

INSTRUCTIONS TO SHERIFF

Please post the Bill of Complaint To Quiet Title for Real Estate filed in the above entitled cause on the property owned by the Plaintiffs, Charles and Robyn D.E. Collier, in a conspicuous place. The property is located on Route 8, southeast of and across the road from Denny's Garage in the Town of Stevensville. It is a bungalow next door to Dr. Theodore Sattlemaire's former office (east side). It is designated on Queen Anne's County Tax May 56 as parcel 102.

David C. Bryan
Attorney for Plaintiff

RECEIVED
CLERK, CIRCUIT COURT
1985 OCT 14 AM 10: 19
QUEEN ANNE'S COUNTY

RECEIVED
CLERK, CIRCUIT COURT
1985 OCT 14 AM 10: 19
QUEEN ANNE'S COUNTY

18 PAGE 774

CHARLES COLLIER and ROBYN D. E. COLLIER, his wife Route 18, Box 49-D Stevensville, MD 21666 and THE UNITED STATES OF AMERICA, ACTING THROUGH FARMERS HOME ADMINISTRATION, UNITED STATES DEPARTMENT OF AGRICULTURE Federal Building Centreville, MD 21617 "Plaintiffs" vs. ROBERTA JO ANNE CONKLIN address unknown, not known to be living or dead, not known to be a resident or non-resident of the State of Maryland and THE UNKNOWN HEIRS, DEVISEES OR PERSONAL REPRESENTATIVES AND ASSIGNS OF ROBERTA JO ANNE CONKLIN, and any and all unknown heirs, devisees, personal representatives of Roberta Jo Anne Conklin and any and all unknown persons whether residents or non-residents of the State of Maryland having any interest in the property herein described, or in the Estate of Roberta Jo Anne Conklin, whether born or unborn, or whose rights are involved or in any way affected by this proceeding. "Defendants"	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND Civil Action 85-00421

18 AS 775

NOTICE

The substance of the above titled complaint is that the Plaintiffs are the owners of 0.292 acres of land situate, lying and being in the Town of Stevensville, Fourth Election District of Queen Anne's County, Maryland, and more particularly described in said Complaint, by virtue of a deed to Charles Collier and Robyn D. E. Collier, his wife, Plaintiffs, dated August 13, 1975, from Peter Henry Reth and Lillian C. Reth, his wife, and recorded among the land records of said Queen Anne's County in Liber C.W.C. No. 96, folio 153, subject to a mortgage to the Farmers Home Administration, the other Plaintiff, dated August 13, 1975, and recorded among the said land records in Liber C.W.C. No. 96, folio 155. The title to this property is defective in that there is no conveyance to the Plaintiffs for the interest of Roberta Jo Anne Conklin, who received a possible interest in this land at the death of her grandmother, Elsie Brown on November 23, 1956, intestate and without administration in Queen Anne's County. The Plaintiffs claim that the said Roberta Jo Anne Conklin and her heirs and devisees no longer have any interest in said real estate because of the adverse possession of the Plaintiffs and their predecessors in title for more than twenty years.

The relief sought is that the Plaintiffs seek to obtain a Court Order giving them absolute ownership of said real estate free of any and all claims, rights and title of the said Roberta Jo Anne Conklin, her heirs, devisees, assigns and personal representatives whether known or unknown, living or dead.

This notice is to be posted at a conspicuous place on said real estate on or before the 30th day of October, 1985. The latest day by which a response to the Complaint is to be filed is on the 2nd day of December, 1985.

TO THE DEFENDANTS:

THE DEFENDANTS ARE HEREBY WARNED THAT FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED IN THIS NOTICE MAY RESULT IN A JUDGMENT BY DEFAULT FOR THE GRANTING OF THE RELIEF SOUGHT.

WITNESS the Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Signed October 18, 1985

Marguerite W. Mankin
Clerk

CHARLES COLLIER and ROBYN D. E. COLLIER, his wife and THE UNITED STATES OF AMERICA, ACTING THROUGH FARMERS HOME ADMINISTRATION, UNITED STATES DEPARTMENT OF AGRICULTURE Plaintiffs	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	
ROBERTA JO ANNE CONKLIN et al. Defendant	:	CIVIL NO. 85-00421

CERTIFICATE OF SHERIFF OF POSTING

I hereby certify, under the penalties of perjury that pursuant to an Order of the Court dated September 13, 1985 passed in the above matter that I did, on 10-21-85, 1985 at 1:30 P.m., post at a conspicuous place on the property of the Plaintiffs a copy of the Complaint for Declaratory Relief filed herein and the summons issued to Roberta Jo Anne Conklin et al dated 10-21-85, 1985.

William D. Foster II
Deputy Sheriff
Queen Anne's County, Maryland

RECEIVED
CLERK, CIRCUIT COURT
1985 OCT 22 PM 3:06
QUEEN ANNE'S COUNTY

18 ag 777

CHARLES COLLIER and ROBYN D. E. COLLIER, his wife and THE UNITED STATES OF AMERICA, ACTING THROUGH FARMERS HOME ADMINISTRATION, UNITED STATES DEPARTMENT OF AGRICULTURE Plaintiffs	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY
vs.	:	
ROBERTA JO ANNE CONKLIN et al. Defendant	:	CIVIL NO. 85-00421

MOTION FOR DEFAULT JUDGMENT

Charles Collier and Robyn D. E. Collier, his wife, and The United States of American, Acting Through Farmers Home Administration, United States Department of Agriculture, by David C. Bryan, their attorney, moves pursuant to Maryland Rules 2-311 and 2-613 for a default judgment against the defendants herein for failure to comply with the requirements as to the time for filing an initial pleading, and as grounds therefore says:

1. The Order of Publication pursuant to Maryland Rule 2-122(a)(3) and (b) and (c) has been duly issued and was posted at a conspicuous place on the property on October 21, 1985, against all defendents in this cause as appears by certificate of the sheriff, filed herein, and the time for filing an initial pleading herein has expired.

FILED
1986 JAN 28 PM 1:31
QUEEN ANNE'S COUNTY

18 MSA 778

2. That no defendants herein have filed answers to the Bill of Complaint.

3. That no defendants herein have a mailing address.

David C. Bryan
David C. Bryan
Attorney for Plaintiffs

Let Order of Default be entered this 4th day of February, 1986 as prayed.

Taylor V. Carter
Judge

RECEIVED
CLERK, CIRCUIT COURT
1986 FEB -4 PM 2:57
QUEEN ANNE'S COUNTY

18 MG 779

CHARLES COLLIER and ROBYN D. E. COLLIER, his wife and THE UNITED STATES OF AMERICA, ACTING THROUGH FARMERS HOME ADMINISTRATION, UNITED STATES DEPARTMENT OF AGRICULTURE Plaintiffs	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
ROBERTA JO ANNE CONKLIN et al. Defendant	:	CIVIL NO. 85-00421

JUDGMENT OF DEFAULT

This Cause, standing ready for an Order, the Court having read and considered the Complaint, and the Exhibits attached thereto, and the neglect of the Defendants to file an Answer herein and the passage of the Order of Default against them constituting an admission of the truth of each and every allegation of the Complaint; the Court is satisfied that it has jurisdiction to enter judgment and that notice by the Clerk is unnecessary because the Defendants are unknown, whereupon the Court finds that the Plaintiffs are entitled to a judgment by default for the relief requested in the Complaint against all the defendants, who have, in effect, admitted the allegations in the Complaint and there is no need to conduct a hearing thereon.

IT IS, this 14th day of March, 1986, by the Circuit Court of Queen Anne's County, ORDERED,

1986 MAR 14 PM 4:25
QUEEN ANNE'S COUNTY

ADJUDGED and DECREED that a Judgment by Default be entered as follows:

1. That the plaintiffs, Charles Collier, Robyn D. E. Collier, his wife, and The United States of America, Acting Through Farmers Home Administration, United States Department of Agriculture, and their predecessors it title and possession, have held title for more than twenty (20) years in a hostile, actual, visible, exclusive and continuous manner and under a claim of right and title in all that tract of land situate, lying and being in Stevensville, Fourth Election District of Queen Anne's County, State of Maryland, and described as follows, that is to say:

BEGINNING for the same on the Southerly side of the State Road leading from Matapeake to Kent Narrows and known as Leggs Road at an iron bolt set in the ground at the Northeasterly corner of the lot now of formerly of Theodore Sattelmaier; thence running with the Southerly side of said road, S 66° 01 minute East, fifty (50) feet to an iron pipe set at the Northwesterly corner of the lot now or formerly of N. E. Herbert; thence leaving the road and running thence with the Herbert lot and partly along a fence, South 20° 05 minutes East, 252.54 feet to an iron pipe set on the line of land now or formerly of Francis Price; thence with the Price land and along a fence N 68° 12 minutes West, 50.42 feet to a concrete monument at the Southeasterly corner of the Sattelmaier lot; thence running with the Easterly line of said lot and partly along a fence, N 20° 12 minutes, East,

254.43 feet to the place of beginning; CONTAINING 0.292 of an acre, more or less,

and thereby have acquired the absolute fee simple interest in said described tract of land in accordance with their respective interests, and now hold fee simple title to the above described tract of land free and clear of and from any and all right, title, or interest, claim, or demand of Roberta Jo Anne Conklin and any and all the unknown heirs, devisees or personal representatives and assigns of Roberta Jo Anne Conklin, whether residents or non-residents of the State of Maryland, having any interest in the property herein described, or in the Estate of Roberta Jo Anne Conklin, whether born or unborn, or whose rights are involved or in any way affected by this proceeding.

2. That the plaintiffs do now and henceforth hold and own the absolute title to the above described tract in fee simple, according to their respective interests, and have the full right of disposition thereof.

3. That the said Roberta Jo Anne Conklin, and any and all the unknown heirs, devisees, personal representatives and assigns of Roberta Jo Anne Conklin, and

all persons known or unknown, born or unborn, claiming by, through or under the said Roberta Jo Anne Conklin are hereby permanently enjoined from asserting any right, title, interest, estate, claim, or demand in, to or against the above described tract of land, by any legal action.

4. That the plaintiffs pay the cost of this proceeding.

George B. Rasmi Jr.
Judge

18-793

ERNEST W. LEE 1105 Lake Heron Drive Annapolis, Maryland 21403	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
VIOLETTA M. LEE Route 2 - 640A Chester, Maryland 21619	*	QUEEN ANNE'S COUNTY
Defendant	*	CIVIL CAUSE NO. 85-00194

* * * * * * *

BILL OF COMPLAINT FOR SALE IN LIEU OF PARTITION

To The Honorable, The Judge of Said Court:

Now Comes Ernest W. Lee, Plaintiff, by Robert R. Price, Jr., his attorney and respectfully represents unto this Honorable Court:

1. That the Plaintiff, Ernest W. Lee and the Defendant, Violetta M. Lee, were divorced absolutely on October 19, 1984, by the Superior Court of the District of Columbia, Family Division, CA No. D609-83, and the appeal period from said judgment has expired.

2. That the Plaintiff and Defendant as a result of said divorce are seized and possessed, as tenants in common, of the following described real estate, situated and located in Queen Anne's County, State of Maryland, to wit:

Parcel No. 1 - All that lot or parcel of land on Kent Island or Barren Ridge Road, fronting on Cox Creek, unimproved by a brick residence, and being more particularly described by deed and plat recorded in Liber CWC No. 27, folio 568 of the Land Records of Queen Anne's County, a copy of said deed and plat being attached hereto and marked Plaintiff's Exhibit 1

LAW OFFICES
ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1650

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1985 FEB -4 PM 3 07
QUEEN ANNE'S COUNTY

FEB -4 85 # 21553 ****7.00
FEB -4 85 A 021553 ****7.00

Parcel No. 2 - All that lot or parcel of land on Kent Island being designated as Lot No. 1 of the James B. Brown Subdivision being more particularly described by deed recorded in Liber CWC No. 114, folio 267 of the Land Records of Queen Anne's County, a copy of said deed being attached hereto and marked Plaintiff's Exhibit 2.

3. That the properties described above are not subject to division or partition in kind without loss or injury to the parties entitled.

TO THE END, THEREFORE,

1. That a Trustee be appointed to sell said real estate and convey the same to the respective purchasers free and clear of all the claims of the parties to this cause and all those claiming by, from or under them or any of them

2. That the proceeds of sale be divided among the parties entitled

3. That the Plaintiff may have such other and further relief as his case may require.

AND as in duty bond, etc.

Robert R. Price, Jr.
Attorney for Plaintiff
103 Lawyers Row
Centreville, Maryland 21617

LAW OFFICES
ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1600

FEE-SIMPLE DEED — CODE — City or County — 40 LIBER 27 PAGE 568

No 57427
Re 19368 RECEIVED FOR RECORD Apr 7 1967

This Deed, Made this 25th day of February

in the year one thousand nine hundred and sixty-seven, by and between JAMES BLAINE BROWN and EVA V. BROWN, his wife ----------

of Queen Anne's County ---------- in the State of Maryland, of the first part, and ERNEST W. LEE and VIOLETTA M. LEE, his wife, of Queen Anne's County, in the State of Maryland ----------
of the second part.

Witnesseth, that in consideration of the sum of

the said JAMES BLAINE BROWN and EVA V. BROWN, his wife, ----------

do grant and convey unto the said ERNEST W. LEE and VIOLETTA M. LEE, his wife, as Tenants by the Entireties, their assigns and unto the survivor of them, his or her----------

heirs and assigns, in fee simple, all that lot ---------- of ground, situate, lying and being in Queen Anne's County, State of Maryland, aforesaid, and described as follows, that is to say:--

ok ~~Beginning for the~~ All that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, in Cox's Neck, bounded on the North by the lands of Martin H. Rodney, on the East by a 50 foot wide private road hereinafter mentioned, on the South by the lands of Ernest Brown and on the West by the waters of Cox's Creek, and more particularly described by metes and bounds, courses and distances according to a plat entitled, "Plat of A Part of The James B. Brown Lands, Fourth District, Queen Anne's County, Maryland," by William R. Nuttle, registered surveyor, dated December, 1966, intended to be recorded herewith as follows:

Beginning for the same at a point where the southerly ine of the Martin H. Rodney lands intersect the waters of Cox's Creek, which said point of beginning is the northwest corner of the lands hereby intended to be conveyed and the southwest corner of the aforesaid Rodney lands, and running thence from said beginning by and with the said Rodney lands, South 73 degrees 15 minutes East 239.30 feet, more or less, to an iron pipe along the westerly side of the aforesaid 50 foot wide private road at the southeast corner of said Rodney lands and the northeast corner of the lands hereby intended to be conveyed, and which said course passes over an iron pipe 9 feet, more or less, from the beginning of said line, and running thence with the westerly side of the aforesaid private road South 52 degrees 36 minutes West 120.00 feet to an iron pipe at the southeast corner of the lot hereby intended to be conveyed and the lands of Ernest Brown, and running thence by and with the lands of Ernest Brown by a line taken from the survey of Shew and Bartlett, registered surveyors, dated April, 1965, North 73 degrees 15 minutes West 304.00 feet, more or less, to the waters of Cox's Creek, thence by and with the waters of Cox's Creek, and the meanderings thereof, in a generally northeast direction 169.00 feet, more or less, to the place of beginning.

Original Mailed to: Security Title Guarantee Corp. of Balto. Six South Calvert - Balto. Md 21202
5-22-1967

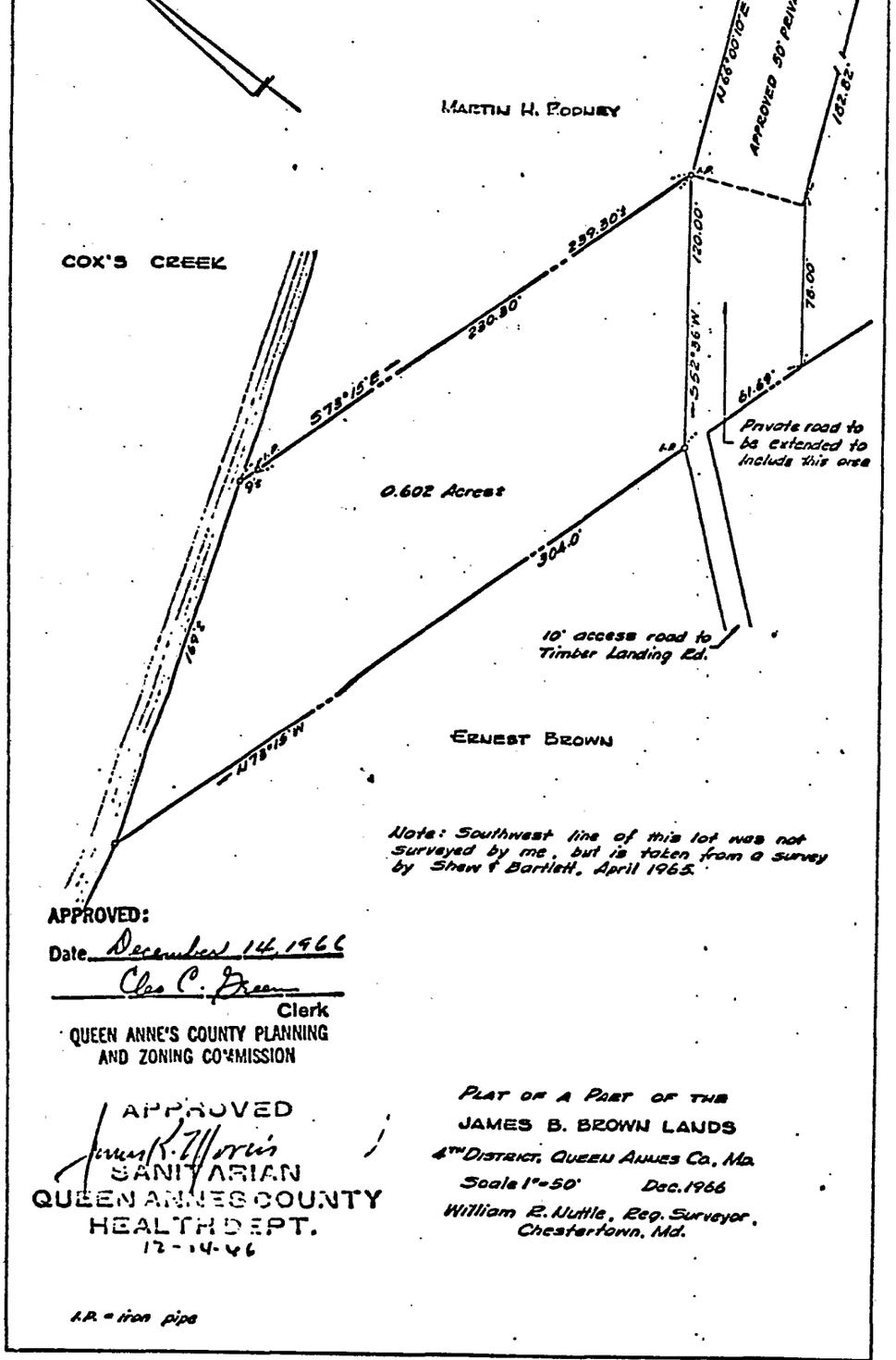
Plaintiff's Exhibit 1

BEING part of the same lands conveyed by Nellie G. Meredith unto James Blaine Brown, et. ux., by deed dated November 11, 1947, recorded among the Land Records of Queen Anne's County in Liber A.S.G., Jr. No. 18 folio 393.

Together with a right of ingress and egress to and from said lands and the Cox's Neck Public Road upon, over and across the lands of said Grantors by means of a 50 foot wide private road, to be used in common with others which said private road is more particularly described and shown on a plat entitled "Plat Of A Survey of a 50 foot Private Road Over The James B. Brown Lands, Fourth Election District, Queen Anne's County, Maryland, " by William R. Nuttle, registered surveyor, dated June, 1965, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 22 folio506 and the extension of said 50 foot wide private road as set forth on the first mentioned plat by William R. Nuttle, registered surveyor, dated December, 1966, which said last mentioned plat is intended to be recorded herewith.

18 PAGE 787

LIBER 27 PAGE 570



Note: Southwest line of this lot was not surveyed by me, but is taken from a survey by Shaw & Bartlett, April 1965.

APPROVED:

Date December 14, 1966

Clas C. Green

Clerk

QUEEN ANNE'S COUNTY PLANNING AND ZONING COMMISSION

APPROVED

James R. Morris

SANITARIAN

QUEEN ANNES COUNTY

HEALTH DEPT.

12-14-66

PLAT OF A PART OF THE

JAMES B. BROWN LANDS

4TH DISTRICT, QUEEN ANNES CO., MD.

Scale 1"=50' Dec. 1966

William R. Nuttle, Reg. Surveyor,

Chestertown, Md.

I.P. = iron pipe

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lot of ground ----------and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said ERNEST W. LEE and VIOLETTA M. LEE, his wife, as Tenants by the entireties, their assigns, and unto the survivor of them , his or her ----------o---- ----------heirs and assigns, in fee simple.

And the said part ies of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

Witness the hands and seals of said grantors

TEST:

Charlotte A. Severa
CHARLOTTE A. SEVERA

James Blaine Brown (SEAL)
JAMES BLAINE BROWN

Eva V. Brown (SEAL)
EVA V. BROWN

STATE OF MARYLAND, CITY OF BALTIMORE , to wit:

I HEREBY CERTIFY, That on this 25th. day of February. in the year one thousand nine hundred and sixty-seven ---------, before me, the subscriber, a Notary Public of the State of Maryland, in and for QUEEN ANNE'S COUNTY personally appeared JAMES BLAINE BROWN and EVA V. BROWN, his wife, ----------

the above named grantors, and they acknowledged the foregoing Deed to be their act.

As Witness my hand and Notorial Seal.

NOTARY PUBLIC

Charlotte A. Severa
CHARLOTTE A. SEVERA Notary Public.

My Commission expires
July 1, 1967

Recorded 27 PAGE 571

DOCUMENT NO. 86,830
FEE-SIMPLE DEED-CODE-City or County

This Deed, Made this 28th day of December

in the year one thousand nine hundred and seventy-six , by and between James Blaine Brown, Sr., and Eva V. Brown, his wife

of Queen Anne's County in the State of Maryland, of the first part, and Ernest W. Lee and Violetta M. Lee, his wife, of Queen Anne's County, in the State of Maryland

of the second part.

Witnesseth, That in consideration of the sum of Five ($5.00) Dollars and other good and valuable considerations, the receipt og which is hereby acknowledged.

the said James Blaine Brown, Sr. and Eva V. Brown, his wife

do grant and convey unto the said Ernest W. Lee and Violetta M. Lee, his wife as tenants by the entirities,

heirs and assigns, in fee simple, all lot of ground, situate, lying and being in Queen Anne's County, State of Maryland , aforesaid, and described as follows, that is to say:—

All that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, in Cox Neck, bounded on the west by a 50 foot wide private road hereinafter mentioned on the east by Lot #2 as designated in the James B. Brown Subdivision as prepared by William R. Nuttle and more particularly described by metes and bounds, courses and distances according to a plat entitled, "Plat of A Part of the James B. Brown Lands, Fourth District, Queen Anne's County, Maryland," by William R. Nuttle, registered surveyor, dated July, 1968, intended to be recorded herewith as follows designated as Lot #1 and recorded among the Land Records of Queen Anne's County, Maryland.

BEING part of the same lands conveyed by Nellie G. Meredith unto James Blaine Brown, et. ux., by deed dated November 11, 1947, recorded among the Land Records of Queen Anne's County in Liber A.S.G., Jr. No. 18 Folio 393.

TOGETHER with a right of ingress and egress to and from said lands and the Cox's Neck Public Road upon, over and across the lands of said Grantors by means of a 50 foot wide private road, to be used in common with others which said private road is more particularly described and shown on a plat entitled "Plat Of A Survey of a 50 foot Private Road Over the James B. Brown Lands, Fourth Election District, Queen Anne's County, Maryland," by William R. Nuttle, registered surveyor, dated June, 1965, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 22, Folio 506 and the extension of said 50 foot wide private road as set forth on the first mentioned plat by William R. Nuttle, registered surveyor, dated December, 1966, which said last mentioned plat is intended to be recorded herewith.

PLAINTIFF'S EXHIBIT 2

the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Ernest W. Lee and Violetta M. Lee, his wife, as Tenants by the entirities,

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114 FOLIO 267
1977 JAN 12 AM 11: 13
CHARLES W. CECIL, CLERK

heirs and assigns, in fee simple.

JAN 12-77 * 26269 *****17.30
JAN 12-77 A 26269 ******5.00
JAN 12-77 A 26268 ******3.30
JAN 12-77 A 26267 ******9.00

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted and tha they will execute such further assurances of the same as may be requisite.

Witness the hands and seals of said grantor

TEST:

Deborah C. [signature]

James B. Brown Sr. (SEAL)
JAMES BLAINE BROWN, SR.

Eva V. Brown (SEAL)
EVA V. BROWN

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

I HEREBY CERTIFY, That on this 28 Th day of December in the year one thousand nine hundred and seventy-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for County of Queen Anne's aforesaid, personally appeared James Blaine Brown, Sr., and Eva V. Brown, his wife

the above named grantors, and they acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal.

Deborah [signature]
Notary Public.

18 791

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

163

Courthouse
Centreville, Maryland 21617

WRIT OF SUMMONS Case Number 85-00194

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

TO:

Name VIOLETTA M. LEE

Address Route 2 - 640A, Chester, MD 21619

County Queen Anne's

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached

Complaint filed by ERNEST W. LEE, 1105 Lake Heron Drive, Annapolis, Maryland 21403
(Name and Address)

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the Second Judicial Circuit of Maryland.

Date Issued February 4, 1985

Marguerite H. Mankin
CLERK

TO THE PERSON SUMMONED:

1. PERSONAL ATTENDANCE IN COURT ON THE DAY NAMED IS NOT REQUIRED.

2. FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

SHERIFF'S RETURN

Served summons on Violetta M. Lee 2/6/85
at 7:10 p.m. at Chester md

1985 FEB -7 AM 9:38
QUEEN ANNE'S COUNTY

FEE $

SHERIFF Walter J. Clough

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this summons is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a).

CV-1
PAUL CO.

18 AG 702

ERNEST W. LEE 1105 Lake Heron Drive Annapolis, Maryland 21403	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
v.	*	QUEEN ANNE'S COUNTY
VIOLETTA LEE Route 2 -- 640A Chester, Maryland 21619	*	CIVIL CASE NO. 85-00194
Defendant	*	

ANSWER TO BILL OF COMPLAINT FOR SALE IN LIEU OF PARTITION

To The Honorable, The Judge of Said Court:

Now comes, Violetta Lee, by Edward L. Norwind and Cecilie A. Vaughters, his attorneys, and respectfully represents to this Honorable Court as follows:

1. Jurisdiction of this Court has not yet been established by the plaintiff and the property issues before this Court are still before the Court in the District of Columbia.

2. In accordance with the Order of the District of Columbia Court, the parties are to place the real property at issue in this case on the open market for sale. The Court intentionally did not appoint a Trustee to sell or partition the property to allow the parties to dispose of the property issues so that the highest benefit may be derived from the sale of the property without either party incurring any detriment.

3. The action before this Court is premature in that the parties are under order to sell the property and plaintiff has made no attempt to do so.

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QUEEN ANNE'S COUNTY

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QUEEN ANNE'S COUNTY

18 AUG 78

4. Defendant admits to paragraph number 1 of the Bill of Complaint. Defendant denies paragraphs 2 and 3 of the Bill of Complaint and avers that the legal description stated may be incorrect.

5. Defendant states and avers that the properties subject to the action herein are subject to division or partition in kind without loss or injury to the parties herein.

6. Defendant avers that this action was brought solely to intimidate defendant without cause and without the plaintiff making any attempt to comply with the Court order issued pursuant to the divorce filed in the District of Columbia.

WHEREFORE, TO THE END, DEFENDANT PRAYS:

1. That this action be dismissed with prejudice.

2. That no trustee be appointed.

3. That the Court allow the parties to sell the property on the open market or more fully comply with the divorce decree.

4. That the Court allow the property to be divided or partitioned in kind.

5. That the defendant be granted such other and further relief as her case may require.

Edward L Norwind

Edward L. Norwind
Cecilie A. Vaughters
Chapman, Norwind and Vaughters
1015 - 15th St. N.W. #701
Washington, D.C. 20005
628-8585

18 734

Certificate of Service

I hereby certify that a copy of the foregoing Answer to Bill of Complaint For Sale in Lieu of Partition was mailed postage prepaid to Robert R. Price, Jr., Attorney for Plaintiff, 103 Lawyers Row, Centreville, Maryland 21617, this 13th day of February, 1985.

Cecilie A. Vaughtey
Cecilie A. Vaughteys

18 MISC 705

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

ERNEST W. LEE
1105 Lake Heron Drive
Annapolis, Maryland 21403

Plaintiff

v. : Case No. 85-00194

VIOLETTA LEE
Route 2 - 640A
Chester, Maryland 21619

Defendant.

CERTIFICATE BY ATTORNEY WITH OUT-OF-STATE OFFICE

1. My office address and telephone number are:

   1015 Fifteenth Street, N.W.
   Suite 701
   Washington, D.C. 20005
   (202) 628-8585

2. My home address and telephone number are:

   13700 Charity Court
   Darnestown, Maryland 20874
   (301) 540-2686

3. I am a member in good standing of the Maryland Bar.

Edward L. Norwind
EDWARD L. NORWIND

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QUEEN ANNE'S COUNTY

18 796

ERNEST W. LEE	*	IN THE CIRCUIT COURT
PLAINTIFF	*	FOR
VS	*	
VIOLETTA M. LEE	*	QUEEN ANNE'S COUNTY
DEFENDANT	*	CASE NO. 85-00194

CONSENT DECREE

IT IS HEREBY ORDERED this 24th day of September, 1985, by the Circuit Court for Queen Anne's County and by consent of the parties of this action:

That this Court has proper jurisdiction over the real estate situated in Queen Anne's County, Maryland, and

That the real estate, being two parcels, described in the Bill of Complaint, is not subject to division or partition in kind without loss or injury to the parties entitled, and

That the fair market value of Parcel No. 1, containing 0.602 acres, fronting on Cox's Creek and improved by a brick residence is $125,000.00 and that the fair market value of Parcel No. 2, being Lot No. 1 of the James B. Brown lands is $10,000.00 and

That Edward L. Norwind and Robert R. Price, Jr. are appointed Trustees to sell the two parcels of real estate herein described and that before proceeding to make sale hereunder said Trustees shall first file with the Clerk of the Circuit Court for Queen Anne's County a bond to the State of Maryland, [redacted] in the amount of $135,000.00 [redacted], conditioned upon faithful performance of the trust imposed in them by this Decree or which may be imposed in them by any future decree or order in the premises, and

The Trustees shall list said properties for sale with real estate brokers for a asking price at least the value of the fair market value and to provide for a broker's commission of seven (7) percent. The sale shall be subject to approval of this Court, and

In the event broker's commissions are paid as a result of the sales of the real estate then the Trustees do renounce any right to commissions on said sale, and

C.C.C.

LAW OFFICES
OBERT R. PRICE, JR.
ATTORNEY AT LAW
ENTREVILLE, MARYLAND
758-1600

In the event the properties are not sold or subject to a bona fide Agreement of Sale at the expiration of ninety days from this Decree then said properties shall be sold at public sale by the Trustees. The Trustees shall comply with all the requirements of Maryland Rule BR 1 through 7.

Upon final ratification of the sale and upon full payment of the purchase money, and not before, said Trustees shall convey unto the purchasers by good and sufficient deed to be executed and acknowledged agreeably to law, the property so sold, free, clear and discharged of all claims parties to this cause or those claiming by, through or under them or any of them.

Said Trustees shall bring into Court all the monies arising from said sale to be disposed of under direction of this Court after deducting therefrom the costs of this proceeding and real estate commissions, if any.

Said Trustees shall be allowed such commissions, in the event the sale is not made by real estate brokers, as the Court shall think proper in view of the skill, attention and fidelity the Trustees have shown in discharging their trust.

Clayton C. Carter
Judge

Robert R. Price, Jr.
Robert R. Price, Jr., Attorney
for Ernest W. Lee, Plaintiff

Edward L. Norwind
Edward L. Norwind, Attorney
for Violetta M. Lee, Defendant

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CLERK. CIRCUIT COURT
1985 SEP 24 PM 4:33
QUEEN ANNE'S COUNTY

LAW OFFICES
OBERT R. PRICE, JR.
ATTORNEY AT LAW
ENTREVILLE, MARYLAND
758-1660

STATE OF MARYLAND)
) TO WIT: 85-00194
COUNTY OF Queen Anne's)

KNOW ALL MEN BY THESE PRESENTS, That we Robert R. Price, Jr. and Edward L. Norwind of Queen Anne's County, State of Maryland, and the United States Fidelity and Guaranty 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 One Hundred Thirty Five Thousand Dollars ($ 135,000.00), current money, to be paid to the State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors, and assigns, in the whole and for the whole, jointly and severally, firmly by these presents. Sealed with our seals and dated this 12 day of November, 1985.

NOW THE CONDITION of the above obligation is such that if the above bonded Robert R. Price, Jr. and Edward L. Norwind, does and shall well, truly and faithfully perform the trusts reposed in them by the Circuit Court for Queen Anne's County, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in the premises, then the above obligation shall be void, otherwise to be and remain in full force and effect.

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

LAW OFFICES
ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE MARYLAND
[illegible]

surety approved and bond filed 11/15/85

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:

Edward L. Norris (SEAL)
Principal

United States Fidelity & Guaranty Co.
Attorney-in-Fact (SEAL)

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM No. 3, folio 731 a Bond Record Book for Queen Anne's County

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 20th day of November, 1985.

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

LAW OFFICES
ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE MARYLAND
758-1606

18 mm 800

JUN 10 1986

ERNEST W. LEE
Plaintiff

VS.

VIOLETTA M. LEE
Defendant

* IN THE CIRCUIT COURT

* FOR

* QUEEN ANNE'S COUNTY

* CASE NO. 85-00194

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Edward L. Norwind and Robert R. Price, Jr., Trustees named in the Consent Decree in the above titled cause, respectfully show:

That the Trustees did post a bond in the amount of $135,000.00; and

That the Trustees did execute a listing on the properties with Long and Foster, Inc. Realtors and that during the ninety day period the property was listed the realtors were unable to obtain any offers; and

That after having advertised the properties 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 said 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 the said Edward L. Norwind and Robert R. Price, Jr. did attend on the premises Cox's Creek, Barren Ridge Road, Kent Island, Queen Anne's County, Maryland, at the hour of 10:00 A.M. E.D.S.T. on June 6, 1986, and after having the auctioneer read the advertisement of sale, after answering any questions, did have the auctioneer cry the sale for a considerable length of time and did sell Parcel No. 1 (lot and residence) unto Mrs. Carroll Sansing and Mr. Al Stastny, they being the highest bidder for the sum of $80,900.00, and

LAW OFFICES
ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

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18 no 801

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thereafter did sell Parcel No. 2 (unimproved lot) unto Mr. Stephen Briscuso and Ms. Karen Briscuso, they being the highest bidder for the sum of $9,100.00.

The Purchasers have each deposited with the Trustees the required downpayment as set forth in the Advertisement of Sale.

This Report of Sale states the amount of the sale to be $80,900.00 for Parcel No. 1 and $9,100.00 for Parcel No. 2, a total of $90,000.00.

Respectfully submitted,

Edward L. Norwind
EDWARD L. NORWIND

Robert R. Price Jr.
ROBERT R. PRICE, JR., Trustees

STATE OF DISTRICT OF)
) TO WIT:
CITY/COUNTY OF COLUMBIA)

I HEREBY CERTIFY, that on this 17th day of June, 1986, before me, the Subscriber, a Notary Public of the State and City/County aforesaid, personally appeared, Edward L. Norwind, Trustee in the above Cause and made oath in due form of law that the matter and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge, information and belief and that said sale was fairly made.

Pamela Downs
Notary Public
My Commission Expires: 11/30/91

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

I HEREBY CERTIFY, that on this 9th day of June, 1986, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared, Robert R. Price, Jr., Trustees in the above Cause and made oath in due form of law that the matter and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge, information and belief and that said sale was fairly made.

Mary F. Collier
Notary Public
My Commission Expires: 7/1/86

LAW OFFICES
ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758 1660

18 PAG. 802

Centreville, Md. 6/4 19 86

We Hereby Certify

That the annexed advertisement of Trustee's sale was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 6th day of June 19 86. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 21st day of May 19 86, and the last insertion on the 4th day of June 19 86.

Publishers, Record Observer

Per Dorothy M. Monroe

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ROBERT R. PRICE, JR. SOLICITOR
103 LAWYERS ROW
CENTREVILLE, MARYLAND 21617
(301) 758-1600

Trustee's Sale

Valuable Waterfront Residence
Cox's Creek, Kent Island and
Valuable Building Lot

The undersigned Trustees by virtue of a Consent Decree in Civil Cause No. 85-00194 of the Circuit Court for Queen Anne's County will sell at public suction on the premises Barren Ridge Road.

Fri., June 6, 1986

at 10:00 A.M.

ALL those lots of ground and improvements thereon, situated on Kent Island, Queen Anne's County, Maryland, and described as follows:

PARCEL No. 1

ALL that lot or parcel of land situated on Barren Ridge Road, fronting on Cox's Creek for approximately 169 feet, more or less, containing 0.602 acres of land, more or less, more particularly described by a survey of William R. Nuttle, dated December 1966, a plat of which is recorded in Liber CWC No. 27, folio 570 of the Land Records of Queen Anne's County.

BEING Parcel No. 447 on Tax Map 57 for Queen Anne's County.

The improvements consist of a brick front rancher, full basement, two bedrooms, 1½ baths, modern kitchen, fireplace, pier and brick barbecue.

PARCEL No. 2

ALL that unimproved lot or parcel of land designated as Lot No. 1 in a Subdivision entitled "James B. Brown" fronting on Barren Ridge road, dated July 1968 and recorded in Plat Book CWC No. 1, folio 31 of the Land Records of Queen Anne's County.

BEING Parcel No. 451(1) on Tax Map 57.

Both properties are in fee simple, on a public road and serviced by Queen Anne's County Sewer System.

The property will be sold subject to conditions, restrictions, agreements and maintenance charges, affecting same, if any. The property and improvements are sold "as is".

TERMS OF SALE: A cash deposit or certified check in the amount of $5,000.00 at time of sale, balance in cash upon final ratification of sale by the Circuit Court for Queen Anne's County. Interest to be paid on the unpaid purchase money at the rate of ten percent (10%) per annum from date of sale to date of settlement, which date will be within 20 days of the date of ratification, time being of the essence. Taxes to be adjusted to the date of sale. Costs of all documentary stamps and transfer tax shall be paid by the purchaser. Full possession on date of settlement.

Edward L. Norwind
Robert R. Price, Jr.
Trustees

RB-5-21-3t-021

18 803

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ERNEST W. LEE

vs.

VIOLETTA M. LEE

Civil No. 85-00194

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 19th day of June, 1986 that the sale of the real property made and reported in this action will be ratified after the expiration of one month from the date hereof, unless cause to the contrary be previously shown, provided a copy of this Notice shall be published in a newspaper published in Queen Anne's County at least once a week in each of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Mankin,
Clerk

Filed:
June 19, 1986

18 AG 804

ERNEST W. LEE Plaintiff	*	IN THE CIRCUIT COURT
VS.	*	FOR
VIOLETTA M. LEE Defendant	*	QUEEN ANNE'S COUNTY CASE NO. 85-00194

* * * * * * *

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND)
) TO WIT:
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY, that on this 13th day of JUNE, 1986, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Carroll Sansing and Al Stastny, Purchaser at the foreclosure sale of this Cause and being duly authorized so to do, made oath in due form of law:

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

WITNESS my hand and Notarial Seal.

Gina Hubbard
Notary Public
My Commission Expires: 7-1-86

Carroll Sansing
CARROLL SANSING

Al Stastny
AL STASTNY

Purchasers

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QUEEN ANNE'S COUNTY

LAW OFFICES
ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1680

18 805

ERNEST W. LEE * IN THE CIRCUIT COURT
Plaintiff
* FOR
VS.
* QUEEN ANNE'S COUNTY
VIOLETTA M. LEE
Defendant * CASE NO. 85-00194

* * * * * * *

AFFIDAVIT OF PURCHASER

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

I HEREBY CERTIFY, that on this 3rd day of July, 1986, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared, Stephen Briscuso and Karen Briscuso, Purchaser at the foreclosure sale of this Cause and being duly authorized so to do, made oath in due form of law:

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

WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires: 7/1/89
7-1-89

Stephen Briscuso
STEPHEN BRISCUSO

Karen Briscuso
KAREN BRISCUSO

Purchasers

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QUEEN ANNE'S COUNTY

LAW OFFICES
ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758 1680

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CLERK, CIRCUIT ...
1986 JUL 18 AM 11:41
QUEEN ANNE'S COUNTY

Centreville, Md. 6/4 19 86

We Hereby Certify

That the annexed advertisement of Trustee's Sale was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 6th day of June 19 86 And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 21st day of May 19 86, and the last insertion on the 4th day of June 19 86.

Publishers, Record Observer

Per Dorothy M. Norwind

ROBERT R. PRICE, JR. SOLICITOR
103 LAWYERS ROW
CENTREVILLE, MARYLAND 21617
(301) 758-1000

Trustee's Sale

Valuable Waterfront Residence
Cox's Creek, Kent Island and
Valuable Building Lot

The undersigned Trustees by virtue of a Consent Decree in Civil Cause No. 85-00184 of the Circuit Court for Queen Anne's County will sell at public auction on the premises Barron Ridge Road.

Fri., June 6, 1986

at 10:00 A.M.

ALL those lots of ground and improvements thereon, situated on Kent Island, Queen Anne's County, Maryland, and described as follows:

PARCEL No. 1

ALL that lot or parcel of land situated on Barron Ridge Road, fronting on Cox's Creek for approximately 169 feet, more or less, containing 0.602 acres of land, more or less, more particularly described by a survey of William R. Nuttle, dated December 1986, a plat of which is recorded in Liber CWC No. 27, folio 570 of the Land Records of Queen Anne's County.

BEING Parcel No. 447 on Tax Map 57 for Queen Anne's County.

The improvements consist of a brick front rancher, full basement, two bedrooms, 1½ baths, modern kitchen, fireplace, pier and brick barbecue.

PARCEL No. 2

ALL that unimproved lot or parcel of land designated as Lot No. 1 in a Subdivision entitled "James B. Brown" fronting on Barron Ridge road, dated July 1968 and recorded in Plat Book CWC No. 1, folio 31 of the Land Records of Queen Anne's County.

BEING Parcel No. 451(1) on Tax Map 57.

Both properties are in fee simple, on a public road and serviced by Queen Anne's County Sewer System.

The property will be sold subject to conditions, restrictions, agreements and maintenance charges, affecting same, if any. The property and improvements are sold "as is".

TERMS OF SALE: A cash deposit or certified check in the amount of $5,000.00 at time of sale, balance in cash upon final ratification of sale by the Circuit Court for Queen Anne's County. Interest to be paid on the unpaid purchase money at the rate of ten percent (10%) per annum from date of sale to date of settlement, which date will be within 20 days of the date of ratification, time being of the essence. Taxes to be adjusted to the date of sale. Costs of all documentary stamps and transfer tax shall be paid by the purchaser. Full possession on date of settlement.

Edward L. Norwind
Robert R. Price, Jr.
Trustees

RB-5-21-3t-021

18 - 807

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1986 JUL 18 AM 11:41
QUEEN ANNE'S COUNTY

Centreville, Md. 7/9 19 86

We Hereby Certify

That the annexed advertisement of

Ratificatioh-of sale

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 25th day of July 19 86 And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 25th day of June 19 86, and the last insertion on the 9th day of July 19 86.

Publishers, Record Observer

Per Dorothy M. Norris

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND
ERNEST W. LEE
vs.
VIOLETTA M. LEE
Civil No. 85-00194

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 19th dey of June, 1986 that the sele of the reel property mede and reported in this ection will be retified efter the expiretion of one month from the dete hereof, unless cause to the contrery be previously shown, provided a copy of this Notice shell be published in e newspeper published in Queen Anne's County at least once e week in eech of three successive weeks before the expiration of one month from the date hereof.

Marguerite W. Menkin, Clerk
True Copy, Test:
Marguerite W. Menkin, Clerk
By: Betty M. Comegys, Deputy Clerk
Filed: June 19, 1986
RB-6-25-3t-046

] 18 808 [

ERNEST W. LEE
Plaintiff : IN THE CIRCUIT COURT

vs. : FOR QUEEN ANNE'S COUNTY

VIOLETTA M. LEE : CIVIL NO. 85-00194
Defendant

FINAL RATIFICATION OF SALE
AND REFERRAL TO THE AUDITOR

The Court being satisfied that the sale in the above action was fairly and properly made, and no exceptions having been filed to the report of sale within the time limited by the published Notice of the Clerk of this Court, it is

ORDERED, by the Circuit Court for Queen Anne's County, this 22nd day of July, 1986, that:

1. The sale of the real estate made and reported in this action is hereby finally ratified.

2. The papers in this action are hereby referred to the Court Auditor to state an account, pursuant to Rule 2-543, of the proceeds of the sale and a proper distribution thereof.

3. The Clerk shall furnish to the fiduciary a summary of the information required for the audit including a form of suggested account, which the fiduciary is to submit to the Auditor within fifteen days after the recording of the deed to the real estate sold.

4. Upon receipt of this information from the fiduciary, the Auditor is to file an account or report in accordance with Rule 2-543 (e) within fifteen days, unless extended by the Court.

Clayton C. Carlson
Judge

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QUEEN ANNE'S COUNTY

Distribution:
File
Fiduciary(s)
Court Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ERNEST W. LEE

v.

VIOLETTA M. LEE

Civil #85-00194

REQUEST FOR ADDITIONAL COMPENSATION

The above-entitled action having been referred to the Auditor in accordance with Maryland Rule 2-543, 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 contact the fiduciaries for required information not furnished by them,

2. To compute and adjust various items with respect to two separate properties.

3. The services here mentioned involved 1.25 hours in addition to the time customarily required.

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 9th day of December, 1986, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of $125.00, 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).

Clayton C. Carter
JUDGE

CLERK'S OFFICE
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IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ERNEST W. LEE

v.

VIOLETTA M. LEE

Civil #85-00194

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AUDITOR'S ACCOUNT

PROCEEDS OF SALE		
Sale Price, Parcel No. 1	$ 80,900.00	
Interest on $75,900 @ 10% from 06/06/86 to 08/06/86 61 days @ $20.79 per day	1,268.19	
Shortage (Note A)	8.19-	
Real property taxes $ 725.76 from 06/06/86 to 06/30/86 24 days @ $ 1.988	47.71	
Overage (Note C)	3.65	$ 82,211.36
Sale Price, Parcel No. 2	$ 9,100.00	
Interest on $4,100 @ 10% from 06/06/86 to 09/12/86 98 days @ $1.12 per day	109.76	
Overage (Note A)	1.42	
Unpaid sewer charges (to 6/30/86)	195.73-	
Excess deduction (Note B)	52.57-	
Real property taxes $ 88.62 from 06/06/86 to 06/30/86 (Note C)	5.91	8,968.79
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION		$ 91,180.15
FIDUCIARIES' COMMISSIONS	$ 4,650.00-	
Interest shortage (Note A)	6.77	
Excess tax (Note C)	3.65-	
Sewer overpayment (Note B)	52.57	$ 4,594.31-
Carried forward		$ 4,594.31- $ 91,180.15

AUDITOR'S ACCOUNT — Civil #85-00194 — Page 2

Carried forward		$ 4,594.31-	$ 91,180.15
EXPENSES OF SALE			
Court costs	$ 236.00-		
Advertising			
Notices of sale			
Record-Observer	286.56-		
Capital-Gazette	59.20-		
Report of sale	83.58-		
Bond premium	540.00-		
Auctioneer's fee (Note D)			
Parcel No. 1 (maximum)	200.00-		
Parcel No. 2 (minimum)	25.00-	1,430.34-	
AUDITOR'S FEE AND COSTS			
Fee for audit	$ 125.00-		
Postage & copies	2.08-	127.08-	6,151.73-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 85,028.42
DISTRIBUTION			
To Ernest W. Lee, ½ of net proceeds			$ 42,514.21 *
To Violetta M. Lee, ½ of net proceeds			42,514.21 *
TOTAL DISTRIBUTION			$ 85,028.42

* Plus ½ of any interest earned on funds of the estate

Note A: The settlement statement for Lot #1 shows interest collected in the amount of $1,260, $8.19 less than computed in the Account. With respect to Lot #2, excess interest of $1.42 was collected. The net shortage ($6.77) has been applied against commissions.

Note B: The settlement statement for Lot #2 indicates that $248.39 was deducted for sewer charges "7/1/85 to date". Figures of the Sanitary District indicate that on June 30, 1986 (24 days after the sale), sewer charges, including late charges, amounted to $195.82. The difference between the amount collected and the amount due on June 30 has been applied against commissions.

Note C: Excess taxes collected with respect to Lot #1 have been applied to reduce the shortages referred to in Notes A and B. Since responsibility for real property taxes was assumed by the purchasers as of the date of sale, the Account does not refer to taxes for the 1986/87 year.

Note D: Auctioneer's fees are computed on the basis of 2 separate sales. See Report in Chancery #7260.

18 AG 812

N O T I C E

The attached Account was filed on December 9, 1986. 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 Party is stated in the attached Account.

CERTIFICATE OF AUDITOR

I hereby certify that I have examined the Suggested Accounts, together with the receipts, vouchers, statements, suggested distribution and affidavit submitted by the Fiduciaries in Civil Action #85-00194. 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 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 persons on December 9, 1986:

Ernest W. Lee
1105 Lake Heron Drive
Annapolis, Maryland 21403

Violetta M. Lee
Route 2, Box 640A
Chester, Maryland 21619

Robert R. Price, Jr., Esquire
103 Lawyers Row
Centreville, Maryland 21617

Edward L. Norwind, Esquire
Cecillie A. Vaughters, Esquire
Suites 701
1015 - 15th Street, N.W.
Washington, D.C. 20005

John W. Sause, Jr.
Auditor

18 25 813

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ERNEST W. LEE :
:
v. : Civil #85-00194
VIOLETTA M. LEE :
:

: : : : :

ORDER RATIFYING AUDIT

The matter coming before the Court on the Account heretofore filed by the Auditor, it appearing from the Auditor's Certificate 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 23rd day of December, 1986,

ORDERED that the Account of the Auditor is hereby ratified and confirmed, and the Fiduciaries shall apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clayton C. Carlin
JUDGE

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QUEEN ANNE'S COUNTY

18 PAGE 814

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,

Plaintiff

v.

Calvin P. Stowers and
Mary D. Stowers

Defendants

CIVIL NO. H-84-1478

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CIVIL 8600820#
CIV FEES 70.00
RECD FEE 92.00

#214850 C001 R01 T14:11
11/19/86

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 Chestertown, Maryland 21620.

2. On or about August 10, 1972, the defendants, Calvin P. Stowers and Mary D. Stowers, being indebted to the United States by virtue of a loan made to said defendant in the sum of $17,500 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 convenanted and agreed to repay said loan as, and under the conditions, therein provided on or before August 10, 2005. 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.

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QUEEN ANNE'S COUNTY

3. To secure the payment of the aforesaid Note, the said defendants, on August 10, 1972, 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's County Land Records, Liber 66, Page 280 & c. 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. The United States is now the owner and holder of said Promissory Note and Mortgage; the said defendants, Calvin P. Stowers and Mary D. Stowers, defaulted in the payment of said Note by not making payments as required; by not paying real estate taxes as required; as provided in said Note, and following such defaults, the United States elected to declare that by reason of said defaults, the entire balance of said Note remaining unpaid is due and payable forthwith; the defendants and each has failed to pay the same; and there is now due upon said Note as of November 22, 1982, the amount of $16,701.99, principal, together with interest in the amount of $1,045.58, accrued through that date and accruing at the daily rate of $3.3175 thereafter. A copy of the Statement of Account relative to the subject debt is attached hereto as Exhibit C and incorporated by reference herein as fully as if set forth at length herein.

5. 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, Calvin P. Stowers and Mary D. Stowers.

6. 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.

7. That no other action has been brought at law or in equity to enforce the provisions of the aforesaid Promissory Note and Real Estate Mortgage, and that all conditions precedent to the bringing of the action have been performed or have occurred. The Plaintiff has complied with the requirements of 7 C.F.R. 1951. 313(b).

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 _____ Robert J. Mathias
Assistant United States Attorney
101 West Lombard Street
Baltimore, Maryland 21201
COM: (301) 539-2940
FTS: 922-4822

18 815

STATE OF MARYLAND)
) TO WIT:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 11TH day of APRIL, 1964, before me, the subscriber, a Notary Public of the State of Maryland, and City of Baltimore, personally appeared ROBERT J. MATHIAS, 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.

Wayne L. Brough
NOTARY PUBLIC

My commission expires JULY 1, 1986.

18 819

100% INSURED

Form FHA 440-16
(Rev. 4-21-72)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

KIND OF LOAN:
- ☐ FO
- ☒ RH
- ☒ NONFARM
- ☐ 504
- ☐ FO-NFE
- ☐ RRH
- ☐ SW(Ind.)
- ☐ LH
- ☐ RL

PROMISSORY NOTE
(INSURED LOAN)

STATE	MARYLAND
COUNTY	QUEEN ANNE'S
CASE NO.	24-18-076,033

FINANCE OFFICE USE ONLY

F	LN	LC	IA
46	87		

Date August 10, 19 72

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 CHESTERTOWN, MARYLAND 21620, **THE PRINCIPAL SUM OF** SEVENTEEN THOUSAND FIVE HUNDRED **DOLLARS** ($ 17,500.00), plus **INTEREST** on the **UNPAID PRINCIPAL** of SEVEN AND ONE QUARTER **PERCENT** (7¼ %) **PER ANNUM.** The said **PRINCIPAL** and **INTEREST** shall be **PAYABLE** in the **FOLLOWING** 34 **INSTALLMENTS** on or before the **FOLLOWING DATES:** *(No. of Installments)*

$ 608.00 **JANUARY** 1, 19 73, $ 1,409.00 **ANNUALLY** thereafter on **JANUARY** 1, 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 herefor shall support any agreement modifying the foregoing schedule of payments.

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 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.

EXHIBIT A

Position 2

FHA 440-16 (Rev. 4-21-72)

18 PAGE 820

While 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 every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. 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.

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 or 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: hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured 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 Farmers Home Administration Act of 1961 if the box opposite "FO", "FO–NFE", "RL", or "SW(Ind.)", is checked under the heading "KIND OF LOAN" or pursuant to Title V of the Housing Act of 1949 if the box opposite "RH", "RRH", or "LH", is checked. 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.

Calvin P. Stowers (SEAL)
CALVIN P. STOWERS (BORROWER)

Route #1, Box 365
CHESTER, MARYLAND 21619
(Post-office address of Borrower, include ZIP Code)

Mary P. Stowers (SEAL)
MARY P. STOWERS (SPOUSE)

Pay to the order of Manufacturers Bank & Trust Company of St. Louis, St. Louis, Missouri

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

By: H. W. Hacker
H. W. HACKER
INSURED LOAN (Title)

Pay to the order of the United States of America,
WITHOUT RECOURSE
Manufacturers Bank & Trust Company of St. Louis,
[illegible]
VICE PRESIDENT

*U.S.Government Printing Office: 1972 — 751-544

LIBER 66 PAGE 280 18 821

Position 5

RECEIVED FOR RECORD

USDA–FHA
Form FHA 427–1 MD
(Rev. 7–23–71)

REAL ESTATE MORTGAGE FOR MARYLAND
(INSURED LOANS TO INDIVIDUALS)

KNOW ALL MEN BY THESE PRESENTS, Dated August 10, 1972

WHEREAS, the undersigned CALVIN P. STOWERS and MARY D. STOWERS, his wife

residing in Queen Anne's County, Maryland, whose post office address is Chester, Maryland 21619, 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:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
August 10, 1972	$ 17,500.00	7½%	August 10, 2005

WHEREAS, the note evidences a loan to Borrower in the principal amount specified therein, made with the purpose and intention that the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and

WHEREAS, when payment of the note is insured by the Government, it may be assigned from time to time and each holder of the insured note, in turn will be the insured lender; and

WHEREAS, when payment of the note is insured by the Government, the Government will execute and deliver to the insured lender along with the note an insurance endorsement insuring the payment of all amounts payable to the insured lender in connection with the loan; and

WHEREAS, when payment of the note is insured by the Government, the Government by agreement with the insured lender set forth in the insurance endorsement may be entitled to a specified portion of the payments on the note, to be designated the "annual charge"; and

WHEREAS, a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government; and

WHEREAS, 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 lender, 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 endorsement 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 lender, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance 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 :

EXHIBIT B

LIBER 18 PAGE 822

LIBER 66 PAGE 282

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, clothers 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, reservation, 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 lender, 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) At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of any annual charge, may be paid by the Government to the holder of the note as provided in the insurance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured lender, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government.

(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 in 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. Such advances, with interest, shall be repaid from the first available collection received from Borrower. Otherwise, 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 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 gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

ALL that lot or parcel of land situate, lying and being in Coxes' Neck on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, and on the waters of Crab Alley Creek, which is described by the following metes and bounds, courses and distances, according to a Certificate of Survey and Plat made by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Surveyors, dated March 30, 1972, which Plat is recorded in Liber C. W. C. No. 63, folio 238, a land record book for the County and State aforesaid, as follows, to wit: BEGINNING for the same at an iron pipe set at the intersection of the division line between the lands of Weldon Green (See T. S. P. No. 26, folio 546), the herein decribed lands and the easternmost side of the county road leading to Cox Neck Road; thence, leaving said point of beginning so fixed, and binding on the aforesaid road, North 12° 30' 00" East, 75.00 feet to an iron pipe set; thence, leaving said iron pipe and binding on the division line between the lands of Lawrence Green (See T. S. P. No. 30, folio 353), and the herein described lands, South 76 ° 20' 00" East, 191.28 feet to an iron pipe set and still continuing along said South 76° 20' 00" East line eight (8) feet, more or less, to a point in the mean high water line of Emma Lewis Cove of Crab Alley Creek; thence, leaving said point and binding on the aforesaid mean high water line in a southerly direction 54 feet, more or less, to a point; thence, leaving said point and binding on the aforementioned division line between the Weldon Green lands and the herein described lands, North 82° 38' 40" West, eight (8) feet, more or less, to an iron pipe set and still continuing along said North 82° 38' 40" West line, 188.18 feet to the place of beginning; CONTAINING in all 0.287 Acre of land, more or less.

BEING the same land which was granted and conveyed unto Mary D. Stowers and Calvin P. Stowers, her husband, by Mary Margaret Hazelton, by deed of conveyance bearing date April 19, 1972, and recorded in Liber C. W. C. No. 63, folio 239, a land record book for Queen Anne's County, State of Maryland.

(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 lender 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 linble thereon, release portions of the property from and subordinste the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the lisbility to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified hy 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 coopemtive or private credit source, st reasonablo rates and terms for loans for simlar purposes and perlods of time, Borrower will, upon the Govemment's request, npply 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 he 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 personsl property or other, insured hy the Govemment 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 ohligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetant, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Govemment, at its option, with or without notice, msy: (a) declare the entire amount unpaid under the note and any indebtedness to the Govemment hereby secured immediately due and payable, (b) for the account of Borrower incur and pay ressonable 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 snd 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 hy law, and (e) enforce any and all other rights and remedies provided herein or hy present or futuré 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 hy the note and all indehtedness to the Government secured hereby, (d) inferior liens of record required hy law or a competent court to be so paid, (e) at the Government's option, sny other indebtedness of Borrower owing to or insured by the Govemment, 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 Govemment, in the order prescribed above.

(19) As against the debt evidenced by the note and indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, twaives, and conveys all rights, inchoate or comsummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) herehy agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(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 (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and herehy disclaims and will not comply with or attempt to enforce any restrictive covenants on said property 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 lsw, addressed, unless snd 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, st Trenton, New Jersey 08607, 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 hy law, Borrower herehy assents to the passage of a decree for the sale of the property and Borrower hereby also authorizes the Govemment, 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 nnder the provisions of Article 66 of the Puhlic 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.

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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)

Calvin P. Stowers (SEAL)
Calvin P. Stowers

Mary D. Stowers (SEAL)
Mary D. Stowers

STATE OF MARYLAND

ACKNOWLEDGMENT AND AFFIDAVIT

COUNTY OF QUEEN ANNE'S, TO WIT:

I hereby certify that on this 10th day of August, 19 72, before me, a Notary Public of the State of Maryland, in and for the said County, personally appeared Calvin P. Stowers and Mary D. Stowers, his wife, mortgagor(s), and acknowledged the aforegoing mortgage to be their act. At the same time also appeared SEWELL FEDDIMAN, JR., agent of the mortgagee, and made oath that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that the amount of the aforesaid loan has been paid over and disbursed to said mortgagor(s) at or before the time of execution of this mortgage, and also made oath that he is the agent of the mortgagee and authorized to make this affidavit.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Virginia S. White
Virginia S. White, Notary Public.

My commission expires the 1st day of July, 19 74.

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, SC.
I HEREBY CERTIFY THAT
THIS Mortgage WAS
RECEIVED FOR RECORD THIS 10th
DAY OF Aug 19 72 AT 12:25 P.M.
RE 46832 AND RECORDED IN
LIBER Cash Hole Folio 280 Land
RECORD BOOK FOR QUEEN ANNE'S
COUNTY Charles W. Carl

69690

15.50 P.

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UNITED STATES DISTRICT COURT

FOR THE

DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, Plaintiff v. Calvin P. Stowers and Mary D. Stowers Defendants	)	CIVIL NO. H-87-1475

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 day of 19 .

ORDERED:

1. The United States Marshal for the District of Maryland is hereby appointed Trustee without bond.

18 827 C

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.

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.

I hereby attest and certify on 18 April 1984 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 Beatrice L. Boulware Deputy

U. S. Magistrate
United States District Court

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

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

STATEMENT OF ACCOUNT

TO: Delaware State office 27-00 Replying to: 11582

CASE NO. 24-18-76033

This is to certify that

NAME(S) Calvin Stowers AND OF

ADDRESS (Include ZIP Code)

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

TRANSACTIONS HAVE BEEN RECORDED THROUGH: CHARGES 4-1782; CREDITS 1-1-82

INTEREST HAS BEEN ACCRUED THROUGH: November 22 1982

(Check appropriate block) ☐ STATUS BY LOAN TYPE ☒ ADVANCES IN DETAIL ☐ DETAIL STATUS OF INDIVIDUAL ACCOUNT

DATE	LOAN CODE: KIND	FUND	INT. RATE	LOAN NUMBER	LOAN ADVANCES AND OTHER CHARGES	PAYMENTS AND CREDITS: INTEREST	PRINCIPAL	UNPAID BALANCES: INTEREST	PRINCIPAL	DAILY INTEREST ACCRUAL
			note account							
8-10-72		46	72500	01	1750000	604819	192084	100571	1557916	3.0945
Total		46	72500	01	1750000	604819	192084	100571	1557916	3.0945
			advances by government							
4-10-74		46	72500	01	21031	Taxes				
1-1-78		46	72500	01	25588	Default				
4-25-78		46	72500	01	25797	Taxes				
1-1-79		46	72500	01	5546	Default				
4-10-79		46	72500	01	21802	Taxes				
1-1-82		46	72500	01	19495	Default				
3-16-82		46	72500	01	34209	Taxes				
9-25-82		46	72500	01	34704	Taxes				
11-15-82		46	72500	01	5000	Misc				
4-17-82		46	72500	01	35730	Taxes				
Total		46	72500	01	228902	3205	1.1664	3987	42283	2.2230
			Loan Attn Crew to 10-1-79, not subject to re-capture							
TOTAL					1978902	606824	308703	104558	16701.99	3.3175

CC County Supervisor
24-18

S. M. Young
(Signature of approving official)

DATE OF CERTIFICATION
11-24-82

EXHIBIT C

Acct. Technician
(Title)

Position 2

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

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FILED ENTERED
LODGED RECEIVED

MAY 14 1986

AT BALTIMORE
CLERK U.S. DISTRICT COURT
DISTRICT OF MARYLAND
BY DEPUTY

LDA:GZ:mv

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,	*	
Plaintiff	*	
v.	*	Civil No. H-84-1478
CALVIN P. STOWERS MARY D. STOWERS	*	
Defendants	*	

* * * * * *

AFFIDAVIT UNDER MARYLAND RULE W74a2(c)

STATE OF MARYLAND)
) SS:
COUNTY OF BALTIMORE)

I HEREBY CERTIFY that on this 14th day of May 1986, before me, the subscriber, a Notary Public of the State of Maryland, County of Baltimore, personally appeared John W. Spurrier, Trustee, appointed by the United States District Court for the District of Maryland to make the sale of the property herein, who made oath in due form of law that notice has been given by Certified Mail to the mortgagors, Calvin P. Stowers and Mary D. Stowers, at the last known addresses of the mortgagors which is Route 1, Box 703, Chester, Maryland 21619, respectively, of the time, place, and terms of the sale of the property herein, in compliance with Rule W74a2(c).

AS WITNESS my hand and Notarial Seal.

Debbie Gill-Boyd
NOTARY PUBLIC
My Commission Expires 1 July 1986

I hereby attest and certify on May 14 1986 that the foregoing document is a full, true and correct copy of the original on file in my office and in my legal custody.

JOSEPH A. HAAS
CLERK, U. S. DISTRICT COURT
DISTRICT OF MARYLAND
By Barbara B. Ellis Deputy

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FILED ENTERED
LOGGED RECEIVED

AUG 01 1986

AT BALTIMORE
CLERK U.S. DISTRICT COURT
DISTRICT OF MARYLAND
BY DEPUTY

LDA:GZ:mv

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, *

Plaintiff *

v. * Civil No. H-84-1478

CALVIN P. STOWERS *
MARY D. STOWERS,

*

Defendants *

. . . . .o0o. . . . .

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 Breckinridge L. Willcox, United States Attorney for the District of Maryland, and Larry D. Adams, Assistant United States Attorney for said District, respectfully submits:

1. That Calvin P. Stowers and Mary D. Stowers, defendants, have defaulted in payments on a Promissory Note to the United States Department of Agriculture, 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, a newspaper published in Queen Anne's County, Maryland.

2. That pursuant to the Order of this Court dated 2 January 1986, reopening the foreclosure proceedings and Order of this Court dated 18 April 1984, authorizing the Trustee to sell

the aforesaid property, a public sale was held on, 3 June 1986 on the premises known as Route 1, Box 703, Coxes' Neck, Chester, Maryland 21619, said property being covered by the Deed of Trust 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 Rupert E. Walters at and for the sum of $40,150.00, said purchaser being the highest bidder therefor.

Respectfully submitted,

Breckinridge L. Willcox,
United States Attorney

By: _____

Larry D. Adams
Assistant U.S. Attorney
820 U.S. Courthouse
101 West Lombard Street
Baltimore, Maryland 21201-2692

STATE OF MARYLAND)
) SS:
COUNTY OF BALTIMORE)

I HEREBY CERTIFY that on this 1st day of August 1986, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Larry D. Adams, 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.

Debbie Gill-Boyd
NOTARY PUBLIC
My Commission Expires 1 July 1990

18 mc 833

LDA:GZ:

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA,	*	
Plaintiff	*	
v.	*	Civil No. H-84-1478
CALVIN P. STOWERS MARY D. STOWERS	*	
Defendant	*	

. . . . oOo . . . .

AFFIDAVIT BY PURCHASER
MARYLAND RULE BR 6b3

I HEREBY CERTIFY on this 16th day of July 1986, that the following statements concerning the foreclosure sale of the property located at Route 1, Box 703, Coxes' Neck, Chester, Maryland 21619, are true and correct to the best of my knowledge, information, and belief.

1. That on June 3, 1986, I purchased the aforementioned property at a public sale conducted by the United States Marshal for the District of Maryland, being the highest bidder therefor, for a purchase price of $40,150.00.

2. That I did not directly or indirectly discourage anyone from bidding on the aforesaid property.

Rupert E. Walters
208-E Plymouth Lane
P.O. Box 482
Glen Burnie, MD 21061

FILED ____ ENTERED
LODGED ____ RECEIVED

JUL 24 1986

AT BALTIMORE
CLERK U.S. DISTRICT COURT
DISTRICT OF MARYLAND
BY ____ DEPUTY

I HEREBY CERTIFY that on this 14th day of June 1986, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Carroll, personally appeared Rupert E. Walters, and made oath in due form of law that the matters and facts contained in the foregoing Affidavit are true to the best of his knowledge, information, and belief.

AS WITNESS my hand and Notarial Seal.

Diane J. Krebs
Notary Public
My Commission Expires 1 July 1990

I hereby attest and certify on 7-24-86 that the foregoing document is a full, true and correct copy of the original on file in my office and in my legal custody.

JOSEPH A. HAAS
CLERK, U. S. DISTRICT COURT
DISTRICT OF MARYLAND

By N. Bea Mercy Deputy

18 - 835

LDA:GZ:mv

AUG 01 1986

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

CLERK, U.S. DISTRICT COURT
DISTRICT OF MARYLAND
BY _____ DEPUTY

UNITED STATES OF AMERICA, *

Plaintiff *

v. * Civil No. H-84-1478

CALVIN P. STOWERS *
MARY D. STOWERS,

*

Defendants *

. . . . .o0o. . . . .

ORDER NISI

ORDERED, this 5th day of August, 1986, 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 by John W. Spurrier, United States Marshal for the District of Maryland, Trustee, and reported by Breckinridge L. Willcox, United States Attorney for the District of Maryland, and Larry D. Adams, Assistant United States Attorney for said District, to Rupert E. Walters for the sum of $40,150.00, said purchaser being the highest bidder therefor, be ratified and confirmed unless cause to the contrary be shown on or before the 15th day of September 1986, provided a copy of this Order be inserted in the Record Observer, a newspaper published in Queen Anne's County, Maryland, once a week for three successive weeks preceding September 5, 1986.

Alexander Harvey, II

ALEXANDER HARVEY, II, CHIEF JUDGE
UNITED STATES DISTRICT COURT

I hereby attest and certify on 8-6-86 that the foregoing document is a full, true and correct copy of the original on file in my office and in my legal custody.

JOSEPH A. HAAS
CLERK, U. S. DISTRICT COURT
DISTRICT OF MARYLAND
By Susan Weigly

LDA:GZ:mv

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA, *

Plaintiff *

v. * Civil No. H-84-1478

CALVIN P. STOWERS *
MARY D. STOWERS,

Defendants *

* * * * *

FILED ENTERED
LODGED RECEIVED
OCT 01 1986
AT BALTIMORE
CLERK U.S. DISTRICT COURT
DISTRICT OF MARYLAND
DEPUTY

ORDER RATIFYING AND CONFIRMING SALE OF PROPERTY

Compliance having been made with the Order of this Court, dated August 5, 1986, requiring publication of sale made by John W. Spurrier, United States Marshal for the District of Maryland, Trustee, on June 3, 1986, as evidenced by the Certificate of Publication heretofore filed, and no cause to the contrary having been shown,

IT IS ORDERED, this 2nd day of October 1986, by the United States District Court for the District of Maryland, that the sale heretofore reported in these proceedings to Rupert E. Walters, his successors and assigns, at and for the sum of $40,150.00, be and the same is hereby ratified and confirmed.

Alexander Harvey, II

ALEXANDER HARVEY, II CHIEF JUDGE
UNITED STATES DISTRICT COURT

I hereby attest and certify on 10/2/86 that the foregoing document is a full, true and correct copy of the original on file in my office and in my legal custody.

JOSEPH A. HAAS
CLERK, U. S. DISTRICT COURT
DISTRICT OF MARYLAND
By Susan Wergly Deputy

FILED ENTERED
LODGED RECEIVED
OCT 2 1986
AT BALTIMORE
CLERK U.S. DISTRICT COURT
DISTRICT OF MARYLAND
BY S/S DEPUTY

(14)

18 mb 837

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

STEVEN E. BROWN
ELIZABETH J. BROWN
320 Ackerman Road
Stevensville, Maryland 21666

Plaintiffs

vs.

JOHN E. WILSON
NELLIE V. WILSON

and

THEIR HEIRS, DEVISEES, EXECUTORS ADMINISTRATORS, GRANTEES, ASSIGNS OR SUCCESSORS IN RIGHT, TITLE AND INTEREST: AND ALL PERSONS HAVING ANY RIGHT, TITLE, INTEREST, CLAIM, LIEN, OR OTHER INTEREST IN THE PROPERTY BEING KNOWN AND DESIGNATED, 320 ACKERMAN ROAD, STEVENSVILLE, MARYLAND AS LOT 21, BLOCK EE, CLOVER-FIELDS, AS SHOWN ON A PLAT ENTITLED "REVISED PLAT 6, ADDITION TO CLOVERFIELDS" AND RECORDED IN LIBER TSP 50, FOLIO 304 OF THE LAND RECORDS OF QUEEN ANNE'S COUNTY AND IN PLAT BOOK TSP 1, FOLIO 64 OF THE PLAT RECORDS OF QUEEN ANNE'S COUNTY, MARYLAND

Defendants

CV
EQUITY NO. 86-00708

CIVIL 703#
CIV FEES 70.00
SUBTOTAL 70.00
CHECK/MO 70.00
#168950 C002 R01 T14:54
07/22/86

1986 JUL 22 PM 2:57
QUEEN ANNE'S COUNTY

COMPLAINT TO QUIET TITLE

Now comes Steven E. Brown and Elizabeth J. Brown, Plaintiffs, by and through their attorney Bruce A. Krain and Krain & Lotridge, P.A. and respectfully represents as follows:

1. That the Plaintiffs did acquire a certain parcel of property known as Lot 21, Block EE, Cloverfields, as shown on a Plat entitled "Revised Plat 6, addition to Cloverfields" and recorded in Liber TSP 50, folio 304 of the Land Records of Queen

Anne's County and Plat Book TSP 1, Folio 64 of the Plat Records of Queen Anne's County, Maryland by deed of December 15, 1978 from Quinn Homes, Inc., a Maryland Corporation, which is recorded among the Land Records of Queen Anne's County at Liber MWM 144, folio 532. A true and certified copy of said deed is attached hereto and incorporated herein by reference as Exhibit A.

2. The said property (Exhibit A) was previously owned by John E. Wilson and Nellie V. Wilson from July 7, 1961 to July 5, 1965 by virtue of a deed from Francis J. Velle, Trustee, recorded among the Land Records of Queen Anne's County, Maryland at Liber TSP 61, folio 365.

3. The property rights of the said John E. Wilson and Nellie V. Wilson in and to the subject property were extinguished at tax sale and by a certain court order of ratification of the subject tax sale of June 11, 1965, Equity No. 4704, Circuit Court for Queen Anne's County, Maryland and that Plaintiffs and their predecessors in title under color of title to the said property have been in possession since June 11, 1965 and such possession has been open, notorious, exclusive, hostile and continuous for a period of more than twenty (20) years.

4. Notice of the tax sale to the said John E. Wilson and Nellie V. Wilson were at the time of (and preceding) the sale and ratification proceedings sent by the Treasurer's Office of Queen Anne's County to the last known address of those parties but were returned as the subject parties were not at the last known address and had left no forwarding information with the

postal service. A check for excess proceeds was never issued to the said John E. Wilson and Nellie V. Wilson as their whereabouts were undetermined.

5. Efforts have been taken by the Plaintiffs' agents to locate the whereabouts of John E. Wilson and Nellie V. Wilson and/or their heirs, successors and assigns without success. The particulars of those efforts are stated in an affidavit filed herewith.

6. Your Plaintiffs have been unable to obtain title insurance for sale of the subject property on the basis that notice of the tax sale referenced above, although in accordance with applicable law at that time, was insufficient to protect due process interests of the Defendants in this action under the Constitution of the United States as defined by recent U.S. Supreme Court rulings.

7. Plaintiffs paid good and valuable consideration for the property and since December 15, 1975 your Plaintiffs have been in actual continuous, peaceable and undisturbed possession of the subject property, have paid all taxes and assessments against the subject property and have maintained and improved the said property.

8. That from December 15, 1975 to the present date no notice or contact has been made to and/or with Plaintiffs by the Defendants and/or their heirs, successors and assigns regarding title to the subject property.

WHEREFORE. your Plaintiffs Steven E. Brown and Elizabeth J. Brown, respectfully request that this Honorable Court pass a decree as follows:

a. That this Honorable Court pass its decree that the Plaintiffs Steven E. Brown and Elizabeth J. Brown have legal title and right of disposition to the property described in this Complaint.

b. That this Honorable Court further enjoin all persons named herein as the defendants from asserting any claim of interest, title, right, or ownership to the said parcel of land.

c. That this Honorable Court further pass a decree thereby quieting and removing any cloud from the title to said property by virtue of notices given in the tax sale referenced in this Complaint and thereby decreeing title to be in the Plaintiffs named herein.

d. And for such other and further relief as the nature of the Plaintiffs' cause may require.

BRUCE A. KRAIN
Krain & Lotridge, P.A.
60 West Street, Suite 401
Annapolis, Maryland 21401
(301) 263-1445

Attorneys for the Plaintiffs

18 841

FEE SIMPLE DEED — LONG RANGE — CORPORATE GRANTOR

CLERK'S OFFICE

1978 DEC 19 AM 8:40

QUEEN ANNE'S COUNTY

This Deed, Made this 15th day of December

in the year one thousand nine hundred and seventy-eight, by and between

QUINN HOMES, INC., a Maryland Corporation, party

, of the first part, and

STEVEN E. BROWN and ELIZABETH J. BROWN, his wife, parties

of the second part,

Witnesseth, that in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, (The Actual consideration price paid or to be paid $48,790.00)

the said QUINN HOMES, INC., a Maryland Corporation

DEC 19-78 * 23351 ****118.65
DEC 19-78 A # 23351 ****243.95
DEC 19-78 A # 23350 ****161.70
DEC 19-78 A # 23349 ******9.00

does hereby grant and convey unto the said STEVEN E. BROWN and ELIZABETH J. BROWN, his wife, as tenants by the entireties, their assigns, the survivor of them and the survivor's

heirs, personal representatives and assigns,

in fee simple, all that lot(s) of ground, situate, lying and being in

Fourth District

Queen Anne's County, State of Maryland, and described as follows, that is to say:—

BEGINNING for the same and being known and designated as Lot 21, Block EE, Cloverfields, as shown on a Plat entitled "Revised Plat 6, Addition to Cloverfields" and recorded in Liber TSP 50, folio 304 of the Land Records of Queen Anne's County and Plat Book TSP 1, folio 64 of the Plat Records of Queen Anne's County.

BEING the same property conveyed to QUINN HOMES, INC., a Maryland Corporation, by deed dated August 9, 1978 from ROBERT K. WHITE and recorded in Liber CWC 139, folio 243 of the Land Records of Queen Anne's County.

SUBJECT to restrictions in deed from Guaranteed Realty Corporation, et al, to Helen B. Ryan, dated August 31, 1959 and recorded in Liber TSP 5, folio 520. Paragraph 12 - 5' easements along front and rear lot lines. Paragraph 15 - $20.00 per year charge.

SUBJECT to grant to Queen Anne's County in Liber TSP 51, folio 104, Right to widen roads on Plats 1 through 6, Cloverfields.

SUBJECT to Right of Way from Hugh Legg and Maggie Legg to the Chesapeake and Potomac Telephone Company of Baltimore City, dated August 31, 1915 and recorded in Liber WFW 7, folio 497.

SUBJECT to the following poles and wires agreement refer to existing poles and wire supports: ASG, JR 14/43, NBW 1/24, NBW 4/316, TSP 15/92.

CERTIFIED TRUE COPY
Cecilia Coffay

EXHIBIT A

Together with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said STEVEN E. BROWN and ELIZABETH J. BROWN, his wife, as tenants by the entireties, their assigns, the survivor of them and the survivor's

heirs, personal representatives and assigns,

in fee simple.

And the said part y of the first part hereby covenant that it will warrant specially the property granted and that it will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor

TEST:

QUINN HOMES, INC.

By Kevin B. Quinn [SEAL].

BY: Kevin B. Quinn, President

[SEAL]

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, That on this 15th day of December, 19 78, before me, the subscriber, a Notary Public of the State of Maryland, in and for County of St. Mary, personally appeared Kevin B. Quinn,

President (Vice-President) of Quinn Homes, Inc., a Maryland Corporation

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that h e executed the same for the purposes therein contained, and that it is his act and the act of said body corporate and he is duly authorized to execute same and certified that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Grantor Corporation, and in my presence signed and sealed the same.

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

CAROLYN GARDINER NOTARY PUBLIC ST. MARY'S COUNTY, MD.

My Commission expires:

Carolyn Gardiner

Notary Public

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY THE SUBSCRIBER OR UNDER HIS SUPERVISION

LIBER 144 PAGE 533

18 mo 813

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

STEVEN E. BROWN
ELIZABETH J. BROWN

Plaintiffs

vs.

JOHN E. WILSON
NELLIE V. WILSON

and

THEIR HEIRS, DEVISEES, EXECUTORS ADMINISTRATORS, GRANTEES, ASSIGNS OR SUCCESSORS IN RIGHT, TITLE AND INTEREST: AND ALL PERSONS HAVING ANY RIGHT, TITLE, INTEREST, CLAIM, LIEN, OR OTHER INTEREST IN THE PROPERTY BEING KNOWN AND DESIGNATED, 320 ACKERMAN ROAD, STEVENSVILLE, MARYLAND AS LOT 21, BLOCK EE, CLOVER-FIELDS, AS SHOWN ON A PLAT ENTITLED "REVISED PLAT 6, ADDITION TO CLOVERFIELDS" AND RECORDED IN LIBER TSP 50, FOLIO 304 OF THE LAND RECORDS OF QUEEN ANNE'S COUNTY IN PLAT BOOK TSP 1, FOLIO 64 OF THE PLAT RECORDS OF QUEEN ANNE'S COUNTY, MARYLAND

Defendants

: EQUITY NO. 86-00708

AFFIDAVIT OF PHILIP T. HUNDEMAMN

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

I HEREBY CERTIFY that on the 22 day of July, 1986, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared PHILIP T. HUNDEMANN, who made oath, in due form of law, as follows:

I personally traveled to Centreville, Maryland on the 16th day of July, 1986 to locate the Defendants John E. Wilson and Nellie V. Wilson. The following records were searched:

1. The assessment records of Queen Anne's County, Maryland from 1965 to present.

2. The Grantors/Grantee Indexes in the Land Records Office from 1965 to present.

3. The Wills and Estates Records Office from 1965 to present.

4. I inquired of officials of the Treasurer's Office of Queen Anne's County to find out if said office had mailed a check to Defendants after the subject tax sale. No check was issued. The County had attempted to contact the Defendants at two Baltimore addresses and they were unsuccessful on both occasions.

5. I searched the phone directories for Baltimore, Washington, D.C. and Queen Anne's County. I found only one John E. Wilson and a Nellie Wilson listed. I called both parties and they both stated they never had any interest in the subject property.

I have no knowledge and have been unable to located any persons who might have any information as to the names and/or whereabouts of any of the Defendants in this action.

18 vo 845

I SOLEMNLY DECLARE UNDER THE PENALTIES OF PERJURY THAT THE MATTERS AND FACTS CONTAINED IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF.

PHILIP T. HUNDEMANN
Law Clerk
Krain & Lotridge, P.A.
60 West Street, Suite 401
Annapolis, Maryland 21401
(301) 263-1445

SUBSCRIBED AND SWORN TO BEFORE ME this 22nd day of July, 1986.

Notary Public

SALLY ANN ADAMS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

My Commission Expires: 7/1/90

18 mo 816

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

STEVEN E. BROWN :
ELIZABETH J. BROWN
320 Ackerman Road
Stevensville, Maryland 21666

Plaintiffs

vs.

JOHN E. WILSON
NELLIE V. WILSON

and

: EQUITY NO. 708

THEIR HEIRS, DEVISEES, EXECUTORS ADMINISTRATORS, GRANTEES, ASSIGNS OR SUCCESSORS IN RIGHT, TITLE AND INTEREST: AND ALL PERSONS HAVING ANY RIGHT, TITLE, INTEREST, CLAIM, LIEN, OR OTHER INTEREST IN THE PROPERTY BEING KNOWN AND DESIGNATED, 320 ACKERMAN ROAD, STEVENSVILLE, MARYLAND AS LOT 21, BLOCK EE, CLOVER-FIELDS, AS SHOWN ON A PLAT ENTITLED "REVISED PLAT 6, ADDITION TO CLOVERFIELDS" AND RECORDED IN LIBER TSP 50, FOLIO 304 OF THE LAND RECORDS OF QUEEN ANNE'S COUNTY AND IN PLAT BOOK TSP 1, FOLIO 64 OF THE PLAT RECORDS OF QUEEN ANNE'S COUNTY, MARYLAND :

Defendants

MOTION FOR SERVICE BY POSTING

STEVEN E. BROWN and ELIZABETH J. BROWN, Plaintiffs, by their attorney, Bruce A. Krain, Krain & Lotridge, P.A., pursuant to Maryland Rule 2-122, requests that this court permit service by posting a copy of an Order of Posting upon the subject lands. Grounds of the Motion are as follows:

1. The only known defendants are listed as the defendants in the captioning of this case.

2. In order to properly notify the above captioned defendants of the pendency of this action and to notify any persons claiming through said defendants and community at large, service by posting the subject properties is required.

RECEIVED
CLERK, CIRCUIT COURT
1986 JUL 28 AM 10:40
QUEEN ANNE'S COUNTY

BRUCE A. KRAIN
Krain & Lotridge, P.A.
60 West Street, Suite 401
Annapolis, Maryland 21401
(301) 263-1445

Attorney for the Plaintiffs

18 MSE 815

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

STEVEN E. BROWN *
ELIZABETH J. BROWN
320 Ackerman Road
Stevensville, Maryland 21666 *

Plaintiffs

*

vs.

JOHN E. WILSON *
NELLIE V. WILSON

and *

THEIR HEIRS, DEVISEES, EXECUTORS, ADMINISTRATORS, GRANTEES, ASSIGNS * OR SUCCESSORS IN RIGHT, TITLE AND INTEREST: AND ALL PERSONS HAVING ANY RIGHT, TITLE, INTEREST, CLAIM, * LIEN OR OTHER INTEREST IN THE PROPERTY BEING KNOWN AND DESIGNATED 320 ACKERMAN ROAD, STEVENSVILLE, * MARYLAND AS LOT 21, BLOCK EE, CLOVERFIELDS, AS SHOWN ON A PLAT ENTITLED "REVISED PLAT 6, ADDITION * TO CLOVERFIELDS" AND RECORDED IN LIBER TSP50, FOLIO 304 OF THE LAND RECORDS OF QUEEN ANNE'S COUNTY AND * IN PLAT BOOK TSP1, FOLIO 64 OF THE PLAT RECORDS OF QUEEN ANNE'S COUNTY, MARYLAND *

Defendants

* * * * *

ORDER

ORDERED this 28th day of July, 1986, that reasonable efforts have been made to locate the defendants referred to in this Complaint, and that said efforts have been made in good faith, that service of process upon the defendants listed in the caption in this Complaint may be made upon said defendants by posting a copy of the Notice upon the subject lands pursuant to Maryland Rule 2-122 and that further service by mailing is not required.

Clayton C. Carlson
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1986 JUL 28 PM 4:16
QUEEN ANNE'S COUNTY

18 - 819

DIRECTIONS TO 320 ACKERMAN ROAD, CLOVERFIELDS, STEVENSVILLE, MD 21666:

Take Rt. 301 South from Centreville to Rt. 50 West to Rt. 8, which is the traffic light before the Bay Bridge.

Take right on Rt. 8.

Proceed through town and bear to right at fork in road, which is Old Love Point Road.

Pass recreation field. Second left will be Ackerman, continue for two blocks.

House is on right. Split foyer, gray siding with brick. Number is on mailbox.

18 mis 850

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

STEVEN E. BROWN :
ELIZABETH J. BROWN
320 Ackerman Road
Stevensville, Maryland 21666

Plaintiffs

vs.

JOHN E. WILSON
NELLIE V. WILSON

and

THEIR HEIRS, DEVISEES, EXECUTORS ADMINISTRATORS, GRANTEES, ASSIGNS OR SUCCESSORS IN RIGHT, TITLE AND INTEREST: AND ALL PERSONS HAVING ANY RIGHT, TITLE, INTEREST, CLAIM, LIEN, OR OTHER INTEREST IN THE PROPERTY BEING KNOWN AND DESIGNATED, 320 ACKERMAN ROAD, STEVENSVILLE, MARYLAND AS LOT 21, BLOCK EE, CLOVER-FIELDS, AS SHOWN ON A PLAT ENTITLED "REVISED PLAT 6, ADDITION TO CLOVERFIELDS" AND RECORDED IN LIBER TSP 50, FOLIO 304 OF THE LAND RECORDS OF QUEEN ANNE'S COUNTY AND IN PLAT BOOK TSP 1, FOLIO 64 OF THE PLAT RECORDS OF QUEEN ANNE'S COUNTY, MARYLAND :

Defendants

CIVIL
EQUITY NO. 86-00708

NOTICE

ORDERED by the Circuit Court for Queen Anne's County this 28th day of July, 1986.

That the defendants, JOHN E. WILSON and NELLIE V. WILSON, and all other persons having or claiming to have an interest in the parcel of land described in the Complaint filed herein and also known as 320 Ackerman Road, Stevensville, Maryland, Lot 21, Block EE, Cloverfields, as shown on a Plat entitled "Revised Plat 6, addition to Cloverfields" and recorded in Liber TSP 50, folio 304 of the Land Records of Queen Anne's County and in Plat Book TSP 1, folio 64 of the Plat records of Queen Anne's County, Maryland, are hereby notified that STEVEN E. BROWN and

18 851

ELIZABETH J. BROWN have filed a Complaint alleging ownership of said property under color of title and claim of right and constructive, peaceable, open, exclusive, hostile, visible, notorious and continuous possession thereof for more than twenty (20) years, and have requested the Court to Quiet Title to the above described parcel and remove any cloud therefrom, and further relief.

JOHN E. WILSON and NELLIE V. WILSON, THEIR HEIRS, DEVISEES, EXECUTORS, ADMINISTRATORS, GRANTEES, ASSIGNS OR SUCCESSORS IN RIGHT, TITLE AND INTEREST; AND ALL OTHER PERSONS HAVING ANY RIGHT, TITLE, INTEREST, CLAIM, LIEN, OR OTHER INTEREST IN THE PROPERTY BEING KNOWN AND DESIGNATED 320 ACKERMAN ROAD, STEVENSVILLE, MARYLAND AS LOT 21, BLOCK EE, CLOVERFIELDS, AS SHOWN ON A PLAT ENTITLED "REVISED PLAT 6, ADDITION TO CLOVERFIELDS" AND RECORDED IN LIBER TSP 50, FOLIO 304 OF THE LAND RECORDS OF QUEEN ANNE'S COUNTY AND IN PLAT BOOK TSP 1, FOLIO 64 OF THE PLAT RECORDS OF QUEEN ANNE'S COUNTY, MARYLAND ARE HEREBY WARNED THAT THEY ARE TO FILE A RESPONSE TO THIS PROCEEDING ON OR BEFORE THE 5th DAY OF September, 1986, AND THAT FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT.

Margaret H. Rankin
CLERK

filed: July 28, 1986

Sheriff's Copy 18 FOLIO 852

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

STEVEN E. BROWN :
ELIZABETH J. BROWN
320 Ackerman Road
Stevensville, Maryland 21666

Plaintiffs

vs.

JOHN E. WILSON
NELLIE V. WILSON

and

THEIR HEIRS, DEVISEES, EXECUTORS ADMINISTRATORS, GRANTEES, ASSIGNS OR SUCCESSORS IN RIGHT, TITLE AND INTEREST: AND ALL PERSONS HAVING ANY RIGHT, TITLE, INTEREST, CLAIM, LIEN, OR OTHER INTEREST IN THE PROPERTY BEING KNOWN AND DESIGNATED, 320 ACKERMAN ROAD, STEVENSVILLE, MARYLAND AS LOT 21, BLOCK EE, CLOVER-FIELDS, AS SHOWN ON A PLAT ENTITLED "REVISED PLAT 6, ADDITION TO CLOVERFIELDS" AND RECORDED IN LIBER TSP 50, FOLIO 304 OF THE LAND RECORDS OF QUEEN ANNE'S COUNTY AND IN PLAT BOOK TSP 1, FOLIO 64 OF THE RLAT RECORDS OF QUEEN ANNE'S COUNTY, MARYLAND :

Defendants

CIVIL
EQUITY NO. 86-00708

NOTICE

ORDERED by the Circuit Court for Queen Anne's County this 28th day of July, 1986.

That the defendants, JOHN E. WILSON and NELLIE V. WILSON, and all other persons having or claiming to have an interest in the parcel of land described in the Complaint filed herein and also known as 320 Ackerman Road, Stevensville, Maryland, Lot 21, Block EE, Cloverfields, as shown on a Plat entitled "Revised Plat 6, addition to Cloverfields" and recorded in Liber TSP 50, folio 304 of the Land Records of Queen Anne's County and in Plat Book TSP 1, folio 64 of the Plat records of Queen Anne's County, Maryland, are hereby notified that STEVEN E. BROWN and

ELIZABETH J. BROWN have filed a Complaint alleging ownership of said property under color of title and claim of right and constructive, peaceable, open, exclusive, hostile, visible, notorious and continuous possession thereof for more than twenty (20) years, and have requested the Court to Quiet Title to the above described parcel and remove any cloud therefrom, and further relief.

JOHN E. WILSON and NELLIE V. WILSON, THEIR HEIRS, DEVISEES, EXECUTORS, ADMINISTRATORS, GRANTEES, ASSIGNS OR SUCCESSORS IN RIGHT, TITLE AND INTEREST; AND ALL OTHER PERSONS HAVING ANY RIGHT, TITLE, INTEREST, CLAIM, LIEN, OR OTHER INTEREST IN THE PROPERTY BEING KNOWN AND DESIGNATED 320 ACKERMAN ROAD, STEVENSVILLE, MARYLAND AS LOT 21, BLOCK EE, CLOVERFIELDS, AS SHOWN ON A PLAT ENTITLED "REVISED PLAT 6, ADDITION TO CLOVERFIELDS" AND RECORDED IN LIBER TSP 50, FOLIO 304 OF THE LAND RECORDS OF QUEEN ANNE'S COUNTY AND IN PLAT BOOK TSP 1, FOLIO 64 OF THE PLAT RECORDS OF QUEEN ANNE'S COUNTY, MARYLAND ARE HEREBY WARNED THAT THEY ARE TO FILE A RESPONSE TO THIS PROCEEDING ON OR BEFORE THE 5th DAY OF September, 1986, AND THAT FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT.

CLERK

filed: July 28, 1986

BY Kathy M. Comegys

08-12-86
Copies of same posted on stake at 320 Ackerman Rd. Cloverfields, Stevensville, Md. CAC or Stake driven in front yard, visible from roadway.

Copies also posted on Court House Bulletin Board, Circuit Court

8-12-86

RECEIVED
1986 AUG 13 PM 3:07
QUEEN ANNE'S COUNTY

By Deputy William D. Yates III Queen Anne's County Sheriff's Dept.

18 PAGE 854

STEVEN E. BROWN
ELIZABETH J. BROWN

Plaintiffs

v.

JOHN E. WILSON
NELLIE V. WILSON

and

THEIR HEIRS, DEVISEES, EXECUTORS, ADMINISTRATORS, GRANTEES, ASSIGNS OR SUCCESSORS IN RIGHT, TITLE AND INTEREST; AND ALL PERSONS HAVING ANY RIGHT, TITLE, INTEREST, CLAIM, LIEN, OR OTHER INTEREST IN THE PROPERTY BEING KNOWN AND DESIGNATED, 320 ACKERMAN ROAD, STEVENSVILLE, MARYLAND AS LOT 21, BLOCK EE, CLOVERFIELDS, AS SHOWN ON A PLAT ENTITLED "REVISED PLAT ¢, ADDITION TO CLOVERFIELDS" AND RECORDED IN LIBER TSP 50, FOLIO 304 OF THE LAND RECORDS OF QUEEN ANNE'S COUNTY AND IN PLAT BOOK TSP 1, FOLIO 64 OF THE PLAT RECORDS OF QUEEN ANNE'S COUNTY, MARYLAND

Defendants

EQUITY NO. 708

MOTION FOR ORDER OF DEFAULT

STEVEN E. BROWN and ELIZABETH J. BROWN, Plaintiffs, by and through their attorney, Bruce A. Krain, Krain & Lotridge, P.A., move pursuant to Maryland Rule 2-613(a), that an Order of Default be entered against the Defendants for failure to comply with the requirements as to time allowed for pleading in that the time for filing a response expired on September 5, 1986; and no

response has been filed.

BRUCE A. KRAIN
Krain & Lotridge, P.A.
60 West Street, Suite 401
Annapolis, Maryland 21401
(301) 263-1445

Attorney for Plaintiffs

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CLERK, CIRCUIT COURT
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QUEEN ANNE'S COUNTY

ORDER OF DEFAULT

Let an Order of Default be entered as prayed this 18th day of September, 1986.

JUDGE

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QUEEN ANNE'S COUNTY

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

STEVEN E. BROWN :
ELIZABETH J. BROWN

Plaintiffs :

vs.

JOHN E. WILSON :
NELLIE V. WILSON

and CIVIL NO. 86-00708

THEIR HEIRS, DEVISEES, EXECUTORS, :
ADMINISTRATORS, GRANTEES, ASSIGNS
OR SUCCESSORS IN RIGHT, TITLE AND
INTEREST; AND ALL PERSONS HAVING
ANY RIGHT, TITLE, INTEREST, CLAIM, :
LIEN, OR OTHER INTEREST IN THE
PROPERTY BEING KNOWN AND
DESIGNATED 320 ACKERMAN ROAD,
STEVENSVILLE, MARYLAND AS LOT 21,
BLOCK EE, CLOVERFIELDS, AS SHOWN :
ON A PLAT ENTITLED "REVISED PLAT
6, ADDITION TO CLOVERFIELDS" AND
RECORDED IN LIBER TSP 50, FOLIO 304
OF THE LAND RECORDS OF QUEEN ANNE'S :
COUNTY AND IN PLAT BOOK TSP 1, FOLIO
64 OF THE PLAT RECORDS OF QUEEN
ANNE'S COUNTY, MARYLAND

Defendants :

JUDGMENT BY DEFAULT

This Cause, standing ready for an Order, the Court having read and considered the Complaint, and the Exhibits attached thereto, and the neglect of the Defendants to file an Answer herein, and the passage of the Order of Default against them constituting an admission of the truth of each and every allegation of the Bill of Complaint; the Court is satisfied that it has jurisdiction to enter judgment and that notice by the

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QUEEN ANNE'S COUNTY

Clerk is unnecessary because the whereabouts of the Defendants is unknown, whereupon the Court finds that the Plaintiff is entitled to a judgment by default for the relief requested in the Complaint against the John E. Wilson and Nellie V. Wilson and the Unknown Heirs, Devisees and Personal Representatives of John E. Wilson and Nellie V. Wilson who have, in effect, admitted to the allegations in the Complaint and there is no need to conduct a hearing thereon.

IT IS this 22nd day of October, 1986 by the Circuit Court for Queen Anne's County, ORDERED, that Judgment be entered as follows:

1. Steven E. Brown and Elizabeth J. Brown are the absolute owners, with the right of disposition, of the property described in Exhibit A, with the right to quietly enjoy the same, without any cloud thereon.

2. Defendants John E. Wilson and Nellie V. Wilson, the Unknown Heirs, Devisees and Personal Representatives of John E. Wilson and Nellie V. Wilson, or anyone claiming by, through or under them, are enjoined from asserting any action at law or otherwise against the property described in Exhibit A filed in this proceeding.

3. Plaintiff shall pay the cost of this Proceeding.

Clayton C. Carter
JUDGE

EXHBIT A

ALL THAT lot of ground situate, lying and being in the Fourth District, Queen Anne's County, State of Maryland, and described as follows, that is to say:

BEGINNING for the same and being known and designated as Lot 21, Block EE, Cloverfields, as shown on a Plat entitled "Revised Plat 6, Addition to Cloverfields" and recorded in Liber TSP 50, folio 304 of the Land Records of Queen Anne's County and Plat Book TSP 1, folio 64 of the Plat Records of Queen Anne's County.

BEING the same property conveyed to QUINN HOMES, INC., a Maryland Corporation, by deed dated August 9, 1978 from ROBERT K. WHITE and recorded in Liber CWC 139, folio 243 of the Land Records of Queen Anne's County.

SUBJECT to restrictions in deed from Guaranteed Realty Corporation, et al, to Helen B. Ryan, dated August 31, 1959 and recorded in Libert TSP 5, folio 520. Paragraph 12 - 5' easements along front and rear lot lines. Paragraph 15 - $20.00 per year charge.

SUBJECT to grant to Queen Anne's County in Liber TSP 51, folio 104, Right to widen roads on Plats 1 through 6, Cloverfields.

SUBJECT to Right of Way from Hugh Legg and Maggie Legg to the Chesapeake and Potomac Telephone Company to Baltimore City, dated August 31, 1915 and recorded in Liber WFW 7, folio 497.

SUBJECT to the following poles and wires agreement refer to existing poles and wire supports: ASG, JR 14/43, NBW 1/24, NBW 4/316, TSP 15/92.