20 1

PATRICK E. THOMPSON, Assignee Route 2, Box 522-B Grasonville, Maryland 21638	*	IN THE CIRCUIT COURT OF MARYLAND FOR
Plaintiff	*	QUEEN ANNE'S COUNTY
SUPREME INVESTMENT CO. A General Partnership 11032 Two Ships Court Columbia, Maryland 21044	*	CASE NO. 88-01476
Defendant	*	

ORDER TO DOCKET FORECLOSURE OF MORTGAGE

MADAM CLERK:

Please docket the above entitled cause of action, together with the certified copy of a mortgage from Supreme Investment Co., A General Partnership to Lee Hack, dated October 20, 1986, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. No. 263, folio 738, attached as "Exhibit A", and Statement of Debt under oath by Patrick E. Thompson, attorney, attached as "Exhibit B" and Statement of Military Service Affidavit, attached as "Exhibit C". "Exhibit A" contains a power of sale, and default has occured under said mortgage, and it has been assigned to Patrick E. Thompson, attorney, for purposes of foreclosure, as indicated in the attached Assignment of Mortgage as "Exhibit D", said default being the failure to pay principal and interest when due.

Patrick E. Thompson
Route 2, Box 522-B
Grasonville, Maryland 21638
Telephone: (301) 827-6533

08/17/88-32/kjr

CIVIL 8801476#
CIV FEES 80.00

M105250 C001 R00 T09:39
08/18/88

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522B
GRASONVILLE, MD 21638

CLERK, CIRCUIT COURT
1988 AUG 18 AM 9:41
QUEEN ANNE'S COUNTY

20 ?

EXHIBIT A

MWM

Liber No. 13272 203 738

PURCHASE MONEY
THIS/MORTGAGE, is made this 30th day of October, 1986, by and between the SUPREME INVESTMENT CO., a general partnership formed and operated under the laws of Maryland, whose address is 11032 Two Ships Court, Columbia, Maryland, 21044, party of the first part, hereinafter referred to as Mortgagor, and LEE HACK, whose address is Centreville, Maryland, party of the second part, hereinafter referred to Mortgagee.

WHEREAS, Mortgagor is bona fide indebted to Mortgagee, in the sum of One Hundred Thirty Thousand ($130,000.00) Dollars for money this day loaned by Mortgagee to Mortgagor being all or 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 balance at the rate of nine percent (9%) per annum, in One Hundred Eighty (180) even monthly installments of principal and interest in the amount of ONE THOUSAND THREE HUNDRED EIGHTEEN DOLLARS AND FIFTY FIVE CENTS ($1,318.55) beginning on the first day of December, 1986, and monthly thereafter until the full amount of said principal and interest thereon shall have been paid; any balance of principal or interest due or unpaid on the first day of November, 2001, shall be due and payable on said date; at the option of the mortgagee, and if he so chooses and provides notice to the mortgagor in writing, such notice to be mailed by certified mail no less than six (6) months prior to December 1, 1993 and no more than twelve (12) months prior to December 1, 1993, any balance of principal or interest due or unpaid on the first day of November, 1993, 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 address of the mortgagee hereinabove stated, or at such other address as the Mortgagee or the holder of this mortgagee 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 the fee simple interest in, all of the lot of ground and premises situate and lying in the Town of Queenstown, State of Maryland, together with the improvements thereon and known as Route 2, Box 440A, Queenstown, Maryland, 21658.

BEING the same lot of ground which by Deed dated the 30th day of April, 1976, and recorded amount the Land Records of Queen Anne's County, in Liber C.W.C. No. 104, Folio 316, was granted and assigned by Holton Edward Rhodes, Jr., to Regal Auto Electric, Inc.

BEING the same lot of ground which by Deed of even date herewith and filed in the Land Records Office of Queen Anne's County was granted and assigned from Regal Auto Electric, Inc. unto Supreme Investments, the mortgagor, herein.

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

TRANSFER TAX	
RECORDING FEE	18.00
POSTAGE	.50

1986 OCT 31 PM 11:08
QUEEN ANNE'S COUNTY

12/12/86 orig mailed Charles B. Zuravin
11032 Two Ships Ct.
Columbia, Md. 21044

TO HAVE AND TO HOLD the said lot of ground, with the improvements and appurtenances aforesaid, to the said Mortgagee.

PROVIDED, that if the Mortgagor shall well and truly pay or cause to be paid the aforesaid principal sum of ONE HUNDRED THIRTY THOUSAND ($130,000.00) DOLLARS 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 the 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 a period of 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 his duly authorized attorney or agent after any default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale shall be governed by the applicable law in force and effect at the time in the State of Maryland dealing with mortgages. Such sale shall be made after giving notice by advertising as required by the aforesaid laws of Maryland; and the terms of the sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any such sale of said property under this mortgage, the proceeds shall be applied as follows: (1) to repay all expenses incident to said sale, including a counsel fee of FIVE HUNDRED DOLLARS ($500.00) for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or 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 a sale of property by virtue of a decree of Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the 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 Mortgagee, or to whomever may be entitled to same. And in the event that the said 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 proceeding 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 a commission to trustees making sale under orders of decree of a Court having equity jurisdiction in the State of Maryland and a counsel fee of FIVE HUNDRED DOLLARS ($500.00); but said sale may be proceeded with unless, prior to the day appointed therefor, payment be made of said principal and interest, costs, expenses, commission and fee.

AND the said 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," in an amount sufficient to protect Mortgagee's lien thereon.

(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 may become due and payable.

(4) Not to permit, commit or suffer to be committed any waste, impairment or deterioration of said above-described property or any part thereof; and

(5) To pay a late charge not to exceed 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, if any, 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 herein above 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 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 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 their heirs, personal representatives and/or assigns of the Mortgagor or Mortgagee. The use of any gender shall be applicable to all genders. The use of the singular shall include the plural, and the plural the singular.

WITNESS the hands and seals of said Mortgagors.

WITNESS:

Kimberly J. Kutz (as to all)

(SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND

to wit:

COUNTY OF

I HEREBY CERTIFY, that on this 30th day of October, 1986, before me, a Notary Public of the State of Maryland, personally appeared the above-named partners known to me, or satisfactorily proven to be the persons whose names are subscribed to the within mortgage, and who acknowledge that they executed the same for the purposes therein contained. At the same time also appeared the Mortgagee and made oath in due form of law that the consideration therein set forth in said mortgage is true and bona fide as set forth therein, that the sum of ONE HUNDRED THIRTY THOUSAND ($130,000.00) DOLLARS was paid over and disbursed by the Mortgagee to either the Mortgagor or the person responsible for disbursement of funds in the closing transaction, or their respective agents at or before the final and complete execution of this mortgage.

AS WITNESS my hand and Notorial Seal:

Kimberly J. Kutz
Notary Public

My Commission Expires: July 1, 1990

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

CHARLES B. ZURAVIN - Attorney

TAXES LEVIED AS OF Oct. 31, 1986

4

PAID TO June 30, 1987

Treasurer of Queen Anne's 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 263, folio 738, 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 18th day of August, 1988.

Marguerite W. Mankin

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

LIBER 20 PAGE 7

PATRICK E. THOMPSON, Assignee Route 2, Box 522-B Grasonville, Maryland 21638	*	IN THE CIRCUIT COURT OF MARYLAND FOR
Plaintiff	*	QUEEN ANNE'S COUNTY
SUPREME INVESTMENT CO. A General Partnership 11032 Two Ships Court Columbia, Maryland 21044	*	CASE NO. _____
Defendant	*	

STATEMENT OF MORTGAGE DEBT

Principal unpaid	$123,081.61
Interest unpaid through 8/19/88	2,461.60
Late charge	131.86
Per diem ($30.77)	
Total	$125,675.07

Patrick E. Thompson, Assignee

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

I HEREBY CERTIFY, that on this 18th day of August, 1988, before me, a Notary Public of the State and County aforesaid, personally appeared PATRICK E. THOMPSON, Assignee, and made oath that the foregoing is a true statement of the amount of the mortgage claimed under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and notarial seal.

Notary Public
My commission expires: 1-1-90

KIMBERLY J. RUTH NOTARY PUBLIC QUEEN ANNE'S CO.

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522B
GRASONVILLE, MD 21638

08/17/88-32/kjr

CLERK, CIRCUIT COURT
1988 AUG 18 AM 9:42
QUEEN ANNE'S COUNTY

Exhibit B

20 8

PATRICK E. THOMPSON, Assignee Route 2, Box 522-B Grasonville, Maryland 21638	*	IN THE CIRCUIT COURT OF MARYLAND FOR
Plaintiff	*	QUEEN ANNE'S COUNTY
SUPREME INVESTMENT CO. A General Partnership 11032 Two Ships Court Columbia, Maryland 21044	*	CASE NO. _____
Defendant	*	

MILITARY AFFIDAVIT

STATE OF MARYLAND, QUEEN ANNE'S COUNTY:

I hereby certify that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Patrick E. Thompson, attorney, and made oath in due form of law that he knows the Defendant herein, and that to the best of his information, knowledge and belief;

(1) said Defendant is not in the military service of the United States;
(2) said Defendant is not in the military service of any nation allied with the United States;
(3) said Defendant has not been ordered to report for induction under Selective Training and Service Act of 1940 as amended;
(4) said Defendant is not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Patrick E. Thompson

Subscribed and sworn to before me this 18th day of August, 1988.

Kimberly J. Ruth
Notary Public
My commission expires: 7-1-90

08/17/88-32/kjr

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522B
GRASONVILLE, MD 21638

KIMBERLY J. RUTH
NOTARY PUBLIC
QUEEN ANNE'S CO.

Exhibit C

Exhibit D

LIBER 20 PAGE 9

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE is made this 18th day of August, 1988, between LEE HACK, (hereinafter called "Assignor"), and PATRICK E. THOMPSON, attorney (hereinafter called "Assignee").

RECITALS

SUPREME INVESTMENT CO., a general partnership, formed and operated under the laws of Maryland, executed a Mortgage dated October 20, 1986 and recorded in the Land Recorders Office of Queen Anne's County, Maryland in Liber M.W.M. No. 263, folio 738 ("the Mortgage"), to LEE HACK, to secure the payment of a mortgage debt in the original principal sum of ONE HUNDRED THIRTY THOUSAND DOLLARS ($130,000.00).

ASSIGNOR, BY THIS INSTRUMENT, pursuant to Rule W70 - W79, inclusive, of the Maryland Rules of Procedure, does hereby assign the Mortgage to the Assignee solely in order to execute the power of sale contained in the Mortgage to Section 7-105 of the Real Property Articles, Annotated Code of Maryland.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged by Assignee, Assignor hereby assigns, transfers, conveys and sets over to the Assignee all of the right, title and interest in and to the aforesaid Mortgage and to all sums due and to become due therein, for the purpose of instituting and completing foreclosure proceedings with respect to said Mortgage, which is now in default, and otherwise collect all indebtedness due thereunder.

TO HAVE AND TO HOLD said Mortgage unto the Assignee, his heirs, personal representatives and assigns, absolutely for the purpose therein specified.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Mortgage, under seal, the day and year first above written.

Lee Hack (SEAL)

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

I HEREBY CERTIFY, that on this 18th day of August, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared LEE HACK, and

acknowledged the foregoing Assignment of Mortgage to be his act.

AS WITNESS my hand and notarial seal.

Kimberly J. Ruth
Notary Public
My commission expires: 7-1-90

08/17/88-32/kjr

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

KNOW ALL MEN BY THESE PRESENTS, that we, Patrick E. Thompson, Assignee, of Queen Anne's County, State of Maryland and the Selective Insurance Company of America, 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 Twenty-Six Thousand Dollars ($126,000.00) 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 the 2 day of September, 1988.

WHEREAS, the above bounded principal by virtue of the power contained in a Mortgage from Supreme Investment Co., a general partnership to Lee Hack, dated October 30, 1986 and recorded among the Land Records of Queen Anne's County, Maryland in Liber M.W.M. No. 263, folio 738, and the principal has been assigned said Mortgage for the purpose of collection, and he is about to sell the land and premises in said mortgage, default having been made in the payment of the money as specified and in the conditions and covenant therein contained.

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

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

SIGNED, SEALED and DELIVERED

IN THE PRESENCE OF

Kimberly J. Kuth

Patrick E. Thompson

Patrick E. Thompson

ATTEST:

SELECTIVE INSURANCE COMPANY OF AMERICA

Sherry E. Stoelman

By: Wilfred H. Brown
ATTORNEY IN FACT

08/31/88-32/kjr

Surety approved

1988 SEP 13 AM 9:48

QUEEN ANNE'S COUNTY

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

LIBER 20 PAGE 11A

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

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 14th day of October, 1988.

Marguerite W. Mankin

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

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INTENTIONALLY BLANK.

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522B
GRASONVILLE, MARYLAND 21638

FIRST FLOOR
THE PIERSON BUILDING

TELEPHONE
(301) 827-6533

September 9, 1988

Clerk of the Circuit Court
for Queen Anne's County
Court House
Centreville, Maryland 21617

Attention: Betty Comegys

Re: Civil No. 88-01476
Patrick E. Thompson, Assignee
vs. Supreme Investment Co.

Dear Betty:

Please file the enclosed Bond and letter advising Supreme Investment of the foreclosure sale in the above referenced case.

Thank you.

Very truly yours,

Kim

Kimberly J. Ruth
Secretary

kjr
Enclosures

20 13

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522B
GRASONVILLE, MARYLAND 21638

FIRST FLOOR
THE PIERSON BUILDING

TELEPHONE
(301) 827-6533

September 8, 1988

Supreme Investment Co.
A General Partnership
Mr. Richard W. Butt
Mr. Charles B. Zuravin
Mr. Glenn H. Roth
11032 Two Ships Court
Columbia, Maryland 21044

Re: Foreclosure Sale
5.047 acres in the
Fifth District,
Queen Anne's Co., MD

Gentlemen:

Pursuant to Maryland Rule W74 a 2 (c), we are hereby notifying you that the foreclosure sale of the above captioned property will take place at public auction to be held at the premises on Friday, September 30, 1988, at 11:00 a.m., and will be sold then and there to the highest bidder. A deposit of $10,000.00, payable in cash or by certified or cashier's check will be required from the purchaser.

Enclosed is a xeroxed copy of an advertisement appearing in the Record Observer, a newspaper published in and for Queen Anne's County, setting forth the particulars.

It is obviously in your best interest to have your property sold at the highest possible price. To achieve this goal, it is recommended that your property, including the interior, be open for inspection by prospective bidders on September 30, 1988 and that it be displayed in the best possible condition.

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

Sincerely yours,

Patrick E. Thompson

RECEIVED
CLERK OF CIRCUIT COURT
1988 SEP 13 AM 9 48
QUEEN ANNE'S COUNTY

PET/kjr
09/08/88-32
cc: Circuit Court for Queen
Anne's County
Mr. Lee Hack

20 14

FORECLOSURE SALE OF VALUABLE
IMPROVED FEE SIMPLE PROPERTY ZONED
SUBURBAN INDUSTRIAL, BLOOMINGDALE ROAD QUEENSTOWN

By virtue of a power of sale contained in a mortgage from Supreme Investment Co., a general partnership, to Lee Hack, dated October 30, 1986, recorded among the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. No. 263, folio 738, default having occurred in the terms of said mortgage, and said mortgage having been assigned to Patrick E. Thompson, Assignee, for purposes of foreclosure, the undersigned will sell at public auction, to the highest bidder, at the Court House, Centreville, Maryland, on:

FRIDAY, SEPTEMBER 30, 1988

11:00 A.M.

ALL that lot or parcel of land situate lying and being in the Fifth Election District of Queen Anne's County, Maryland on the northwest side of the County road known as Bloomingdale Road which is described by the following metes and bounds, courses and distances according to a certificate of survey and plat made by William R. Nuttle, Registered Surveyors, dated March 1976, as follows, to wit:

Beginning for the same at an iron pipe on the northwest side of the said Bloomingdale Road (50 feet wide) said point being south 41 degrees 34 minutes west, 53.75 feet from the northeast corner of the Holton E. Rhodes, Jr. lands and the southernmost corner of the land of the county dog pound property and running thence by and with the northwest side of said road south 41 degrees 34 minutes west 200 feet to an iron pipe thence by and with a new division line between the hereinafter described land and other lands of Rhodes north 48

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 8329
ORASONVILLE, MD 21636

degrees 26 minutes west 664.10 feet to an iron pipe thence north 41 degrees 34 minutes east 462.04 feet to an iron pipe and thence south 26 degrees 54 minutes east 713.93 feet to the place of beginning, containing in all 5.047 acres of land more or less.

BEING all and the same land and premises described in a deed from Regal Auto Electric, Inc. to Supreme Investment Co., a Maryland Partnership, dated October 30, 1986 and recorded among the Land Records of Queen Anne's County, Maryland in Liber M.W.M. No. 263, folio 736.

NOTE: The property is presently improved by a 7,860 square foot building of masonry construction which includes offices, bathrooms, loading docks and manufacturing area and a separate storage building of approximately 1,760 square feet. The information herein contained, although deemed reliable is not guaranteed and prospective bidders are urged to inspect the premises. Buildings and grounds are sold "as is" without warranty, express or implied.

TERMS OF SALE: A cash deposit or certified check in the amount of TEN THOUSAND DOLLARS ($10,000.00) shall be paid at the time and place of sale, however, if mortgagee is the successful bidder no deposit shall be required, balance in cash at settlement, which shall be within twenty (20) days after ratification by the Circuit Court for Queen Anne's County unless said settlement is extended by written agreement of all parties, time being of the essence. Interest at the rate of 10 percent per annum shall be paid on unpaid purchase money from date of sale until settlement. Taxes and all other governmental charges to be adjusted to date of sale. Cost of all documentary stamps, transfer taxes, document preparation

TRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 5220
ARRONVILLE, MD 21638

and title insurance to be paid by the purchaser. Purchaser will be required to sign an affidavit in accordance with the Maryland Rules of Procedure.

Patrick E. Thompson, Assignee
Route 2, Box 522-B
Saddler Road
Grasonville, Maryland 21638
Telephone: (301) 827-6533

Joseph Jackson, Jr., Auctioneer

08/25/88-02

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522B
GRASONVILLE, MD 21638

Liber 20 Folio 17

PATRICK E. THOMPSON, Assignee	*	IN THE CIRCUIT COURT
Plaintiff	*	OF MARYLAND FOR
VS.	*	QUEEN ANNE'S COUNTY
SUPREME INVESTMENT CO. A General Partnership	*	CASE NO. 88-1476
Defendant	*	

REPORT OF SALE

Patrick E. Thompson, Assignee, under and by virtue of the authority contained in a certain Mortgage from Supreme Investment Company, a Maryland partnership, to Lee Hack dated October 30, 1986, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. No. 263, folio 738, 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 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 in front of the Court House, Centreville, Maryland on September 30, 1988, at

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522B
CHESTERTOWN, MD 21620

the hour of 11:00 a.m., and then and there did proceed to offer for sale the following property covered by said Mortgage:

See Exhibit A.

And your Trustee sold said property unto Bay Components, Inc., Purchaser at and for the sum of TWO HUNDRED THIRTY THOUSAND DOLLARS ($230,000.00), the said Purchaser being, at that price, the highest bidder therefor.

AND, as in duty bound, etc.

(SEAL)

Patrick E. Thompson, Assignee

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

I HEREBY CERTIFY, that on this 4th day of October, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Patrick E. Thompson, 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.

Kimberly J. Ruth

Notary Public

My commission expires: 7-1-90

10/04/88-33

KIMBERLY J. RUTH NOTARY PUBLIC QUEEN ANNE'S CO. MD.

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522D
ORABONVILLE, MD 21639

EXHIBIT "A"

All that lot or parcel of land situate lying and being in the fifth election district in Queen Anne's County, Maryland on the northwest side of the County road known as Bloomingdale Road which is described by the following metes and bounds courses and distances according to a certificate of survey and plat made by William R. Nuttle, Registered Surveyor, dated March 1976, as follows, to wit:

Beginning for the same at an iron pipe on the northwest side of the said Bloomingdale Road (50 feet wide) said point being south 41 degrees 34 minutes west, 53.75 feet from the northeast corner of the Holton E. Rhodes Jr. lands and the southernmost corner of the land of the county dog pound property and running thence by and with the northwest side of said road south 41 degrees 34 minutes west 200 feet to an iron pipe thence by and with a new division line between the hereinafter described land and other lands of Rhodes north 48 degrees 26 minutes west 664.10 feet to an iron pipe thence north 41 degrees 34 minutes east 462.04 feet to an iron pipe and thence south 26 degrees 54 minutes east 713.93 feet to the place of beginning, containing in all 5.047 acres of land more or less.

U.L. 20 AGE 20

PATRICK E. THOMPSON, Assignee	*	IN THE CIRCUIT COURT
Plaintiff	*	OF MARYLAND FOR
VS.	*	QUEEN ANNE'S COUNTY
SUPREME INVESTMENT CO. A General Partnership	*	
Defendant	*	CASE NO. 88-1476

AFFIDAVIT BY PURCHASER(S)

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

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared F. John Bunting and made oath in due form of law that they attended the public sale held herein of the property located northwest of Bloomingdale Road, Fifth Election District, Queen Anne's County, Maryland, which was held on September 30, 1988, pursuant to the terms of the Mortgage, and that to the best of their information, knowledge and belief:

(1) by bid made by them the property was bought by them ~~as principals, and/or~~ as agent for BAY COMPONENTS, INC.

(2) that no others were interested in said sale as principals.

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

BARBARA S. EFLAND NOTARY PUBLIC QUEEN ANNE'S CO.

Subscribed and sworn to before me this 30th day of September, 1988.

Barbara S. Efland
Notary Public
My commission expires: 7-1-90

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522D
GRASONVILLE, MD 21638

09/29/88-32/kjr

RECEIVED
1988 OCT -5 AM 10 10
QUEEN ANNE'S COUNTY

1 20 21 1

PATRICK E. THOMPSON, Assignee	*	IN THE CIRCUIT COURT
Plaintiff	*	OF MARYLAND FOR
VS.	*	QUEEN ANNE'S COUNTY
SUPREME INVESTMENT CO. A General Partnership	*	
	*	CASE NO. 88-1476
Defendant		

AUCTIONEER'S AFFIDAVIT

I HEREBY CERTIFY that at the request of Patrick E. Thompson, Assignee in the captioned proceeds I offered the property described in the annexed advertisement sale of public auction in front of the Court House, Centreville, Maryland on September 30, 1988 at 11:00 o'clock a.m. and sold same to BAY COMPONENTS, INC. at and for the sum of TWO HUNDRED THIRTY THOUSAND DOLLARS ($230,000.00) said buyer being at that price the highest bidder therefor, and that I have not paid and will not pay, directly or indirectly, any sum or consideration for employing me or for aiding to employ me to make such sale.

SUBSCRIBED AND SWORN TO THIS 30th DAY OF September, 1988.

BARBARA B. EFLAND NOTARY PUBLIC QUEEN ANNE'S CO.

Barbara B. Efland
Notary Public
My commission expires: 7-1-90

Joseph Jackson Jr.
By: Joseph Jackson, Jr.
Auctioneer

09/29/88-32/kjr

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522B
GRASONVILLE, MD 21638

! LIBER 20 PAGE 22 !

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

PATRICK E. THOMPSON, Assignee

vs.

SUPREME INVESTMENT CO.

A General Partnership

Civil No. 88-01476

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 5th day of October, 1988 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: October 5, 1988

LIBER 20 PAGE 23

PATRICK E. THOMSPON, Assignee	*	IN THE CIRCUIT COURT
Plaintiff	*	OF MARYLAND FOR
VS.	*	QUEEN ANNE'S COUNTY
SUPREME INVESTMENT CO. A General Partnership	*	CASE NO. 88-1476
Defendant	*	

PETITION FOR AUCTIONEER'S FEE

Patrick E. Thompson, Assignee, moves, pursuant to Second Circuit Rule BR 8. f., to award an auctioneer fee in this matter of $300.00. The grounds of the Motion are as follows:

1. The price received for the premises in question at the auction sale conducted herein by Joseph A. Jackson, Jr., Auctioneer, amounted to $230,000.00, resulting in a minimum auctioneer fee in the amount of $200.00.

2. Joseph A. Jackson, Jr. is an experienced auctioneer in this County and the fact that he is listed as the auctioneer in the notice of sale lends credibility to the sale.

3. The Assignee, who personally attended the sale, believes that because of the expertise of Mr. Jackson in conducting the sale, the sale realized a bid that was more than may otherwise have been realized, had Mr. Jackson not conducted the sale.

WHEREFORE, the Assignees pray that this Court award an auctioneer fee in the amount of $300.00.

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 922D
GRASONVILLE, MD 21638

USLF 20 21

Patrick E. Thompson
Assignee for the Purpose of
Foreclosure
Rt. 2, Box 522-B
Grasonville, Maryland 21638
Telephone: 827-6533

ORDER

ORDERED this 6th day of October, 1988, by the Circuit Court for Queen Anne's County, Maryland, that an auctioneer fee in the amount of $300.00 is awarded to Joseph A. Jackson, Jr. in this matter subject to exception to the allowance in the account to be stated.

JUDGE

10/04/88-33

CLERK, CIR. CT.
1988 OCT -6 PM 2:48
QUEEN ANNE'S COUNTY

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522B
GRASONVILLE, MD 21638

LIBER 20 PAGE 25

PATRICK E. THOMPSON, Assignee	*	IN THE CIRCUIT COURT
Plaintiff	*	OF MARYLAND FOR
VS.	*	QUEEN ANNE'S COUNTY
SUPREME INVESTMENT CO. A General Partnership	*	
	*	CASE NO. 88-1476
Defendant	*	

AFFIDAVIT UNDER MARYLAND RULE W74 a 2 (c)

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

I HEREBY CERITIFY, that on this 7th day of October, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared PATRICK E. THOMPSON, 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 tht on September 8, 1988, be caused to be mailed, by certified and regular mail to the mortgagor and to the present record owner of the property they being one in the same, a notice of the time, place and terms of sale of the mortgaged property by letter dated September 8, 1988, a copy of which letter is attached hereto, and further made oath that such notice was in full compliance with Maryland Rule W74 a 2 (c).

Kimberly J. Ruth
Notary Public
My commission expires: 7-1-90

10/06/88-33/kjr

KIMBERLY J. RUTH NOTARY PUBLIC QUEEN ANNE'S CO.

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522B
GRASONVILLE, MD 21638

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522B
GRASONVILLE, MARYLAND 21638

FIRST FLOOR
THE PIERSON BUILDING

TELEPHONE
(301) 827-6533

September 8, 1988

Supreme Investment Co.
A General Partnership
Mr. Richard W. Butt
Mr. Charles B. Zuravin
Mr. Glenn H. Roth
11032 Two Ships Court
Columbia, Maryland 21044

Re: Foreclosure Sale
5.047 acres in the
Fifth District,
Queen Anne's Co., MD

Gentlemen:

Pursuant to Maryland Rule W74 a 2 (c), we are hereby notifying you that the foreclosure sale of the above captioned property will take place at public auction to be held at the premises on Friday, September 30, 1988, at 11:00 a.m., and will be sold then and there to the highest bidder. A deposit of $10,000.00, payable in cash or by certified or cashier's check will be required from the purchaser.

Enclosed is a xeroxed copy of an advertisement appearing in the Record Observer, a newspaper published in and for Queen Anne's County, setting forth the particulars.

It is obviously in your best interest to have your property sold at the highest possible price. To achieve this goal, it is recommended that your property, including the interior, be open for inspection by prospective bidders on September 30, 1988 and that it be displayed in the best possible condition.

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

Sincerely yours,

Patrick E. Thompson

PET/kjr
09/08/88-32
cc: Circuit Court for Queen
Anne's County
Mr. Lee Hack

PATRICK E. THOMPSON, Assignee	*	IN THE CIRCUIT COURT
Plaintiff	*	OF MARYLAND FOR
VS.	*	QUEEN ANNE'S COUNTY
SUPREME INVESTMENT CO. A General Partnership	*	
	*	CASE NO. 88-1476
Defendant	*	

AFFIDAVIT UNDER SECTION 7 - 105 (b)
OF THE REAL PROPERTY ARTICLE

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

I HEREBY CERTIFY, that on this 7th day of October, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared PATRICK E. THOMPSON, 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 8th day of September, 1988, he caused to be mailed by certified and regular mail to the present record owners last known address stating the time, place and terms of sale of the mortgaged property by letter dated September 8, 1988, a copy of which is attached hereto.

Kimberly J. Ruth
Notary Public
My commission expires: 7mar90

10/06/88-33/kjr

KIMBERLY J. RUTH NOTARY PUBLIC QUEEN ANNE'S CO.

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 5220
GRASONVILLE, MD 21638

PATRICK E. THOMPSON
ATTORNEY AT LAW
ROUTE 2, BOX 522B
GRASONVILLE, MARYLAND 21638

FIRST FLOOR
THE PIERSON BUILDING

TELEPHONE
(301) 827-6533

September 8, 1988

Supreme Investment Co.
A General Partnership
Mr. Richard W. Butt
Mr. Charles B. Zuravin
Mr. Glenn H. Roth
11032 Two Ships Court
Columbia, Maryland 21044

Re: Foreclosure Sale
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Fifth District,
Queen Anne's Co., MD

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

Sincerely yours,

Patrick E. Thompson

PET/kjr
09/08/88-32
cc: Circuit Court for Queen
Anne's County
Mr. Lee Hack

20 29

P 288 199 104

RECEIPT FOR CERTIFIED MAIL

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

Sent to: Supreme Investment Co.
Street and No.: 11032 Two Ships Court
P.O., State and ZIP Code: Columbia, MD 21044

Postage	$ .45
Certified Fee	.90
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	.85
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$2.20

Postmark or Date: MILLE MD SEP 8 1988 USPO

Black

PS Form 3800, June 1985 * U.S.G.P.O. 1985-480-734

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this 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 additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. †(Extra charge)†
2. ☐ Restricted Delivery †(Extra charge)†

3. Article Addressed to:
Supreme Investment Co.
Richard Butt
Charles Zurawski
Glenn Cox
11032 Two Ships Court
Columbia, MD 21044

4. Article Number

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
9-9-88

8. Addressee's Address *(ONLY if requested and fee paid)*

PS Form 3811, Mar. 1987 * U.S.G.P.O. 1987-178-269 DOMESTIC RETURN RECEIPT

PATRICK E. THOMPSON,	*	IN THE
Mortgage Assignee,	*	CIRCUIT COURT
v.	*	FOR
SUPREME INVESTMENT CO.,	*	QUEEN ANNE'S COUNTY
Defendant.	*	Case No.: 88-0-1476
	*	

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

MOTION FOR AN ORDER REQUIRING
DISBURSEMENT OF SURPLUS PROCEEDS

Movant, The First National Bank of Maryland (hereafter, "Movant"), by its attorneys, Michael G. Gallerizzo and Gebhardt & Smith, hereby moves, pursuant to Maryland Rule W75a., for an Order requiring that all surplus proceeds resulting from the foreclosure sale in the above-captioned matter be distributed to the Movant, after distribution to prior lien holders. The grounds for this Motion are as follows:

1. Movant is the beneficiary under an Indemnity Deed of Trust and Security Agreement, dated May 22, 1987 (hereafter, the "Indemnity Deed of Trust"), against the property which was foreclosed pursuant to these proceedings, which property is generally known as Route 2, Box 440A, Queenstown, Maryland 21658 (hereafter, the "Subject Property") and is more particulary described in the Indemnity Deed of Trust which was recorded among the Land Records of Queen Anne's County, Maryland, on June 3, 1987, in Liber 279, folio 922. A true and accurate copy of the Indemnity Deed of Trust is attached hereto as Exhibit "A" and incorporated herein by reference.

2. The Indemnity Deed of Trust secures certain indebtedness owed to the Movant under the Promissory Note and Guaranty attached hereto as Exhibits "B" and "C," respectively, and incorporated herein by reference. (hereafter, the Promissory Note, Guaranty and Indemnity Deed of Trust referenced above are collectively referred to as the "Loan Documents").

3. As of October 12, 1988, there is due and owing from the Defendant to the Movant, under the Loan Documents, the sum of One Hundred Fifty-One Thousand Twenty Dollars and Fifty-Five Cents ($151,020.55), consisting of an unpaid principal balance of Ninety-Seven Thousand Two Hundred Ten Dollars and Forty-Four Cents ($97,210.44), interest through October 12, 1988 in the amount of One Thousand Four Hundred Four Dollars and Eleven Cents ($1,404.11) and costs, expenses and attorneys' fees in the amount of Fifty-Two Thousand Four Hundred and Six Dollars ($52,406.00). Interest will continue to accrue on the unpaid principal balance owed under the Loan Documents at a rate of Thirty-Five Dollars and Ten Cents ($35.10) per day, until all amounts owed to the Movant under the Loan Documents are paid in full.

4. Movant, as the beneficiary under the Indemnity Deed of Trust, is entitled to receive all surplus proceeds arising from the foreclosure sale of the Subject Property, up to the total indebtedness owed to the Movant under the Loan Documents, after payment to prior lien holders. Accordingly, Movant requests this Court to enter an Order, pursuant to Maryland Rule W75a., approving Movant's claim and requiring that all surplus proceeds

resulting from the foreclosure sale of the Subject Property be distributed to the Movant, after distribution to prior lien holders.

5. In support of this Motion, Movant submits herewith the Affidavit of its Loan Executive, Dawne E. Davies, substantiating the representations made in this Motion.

WHEREFORE, Movant, The First National Bank of Maryland, requests this Court to enter an Order, pursuant to Maryland Rule W75a.:

(a) Approving Movant's claim;

(b) Requiring that all surplus proceeds arising from the foreclosure sale of the Subject Property, up to the total indebtedness owed to the Movant under the Loan Documents, be distributed to the Movant, after payment to prior lien holders; and

(c) Granting the Movant such other and further relief as the nature of this case may require.

MICHAEL G. GALLERIZZO

GEBHARDT & SMITH
The World Trade Center
Ninth Floor
Baltimore, Maryland 21202
(301) 385-5046

Counsel for the Movant, The First National Bank of Maryland

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 14th day of October, 1988, copies of the foregoing Motion, attached Affidavit and attached Order were mailed, postage prepaid, to Patrick E. Thompson, Esquire, Mortgage Assignee, Route 2, Box 522B, Grasonville, Maryland 21638; and to Supreme Investment Co., c/o Richard W. Butt and Charles B. Zuravin, General Partners, 11032 Two Ships Court, Columbia, Maryland 21044.

MICHAEL G. GALLERIZZO

c:®nma®6436.mss

EXHIBIT "A"

20 AM 34

No. 735227

1279 .. 022

INDEMNITY DEED OF TRUST AND SECURITY AGREEMENT

1987 JUN -9 THIS INDEMNITY DEED OF TRUST is made as of this 22nd day of May, 1987, by and between Supreme Investment Co., a Maryland general partner (hereinafter sometimes called "Grantor") and Duane E. Bayless and Michael G. Gallerizzo, Trustees c/o The First National Bank of Maryland, 25 South Charles Street, Baltimore, Maryland 21201 (hereinafter sometimes called "Trustee").

EXPLANATORY STATEMENT AND RECITALS

WHEREAS, THE FIRST NATIONAL BANK OF MARYLAND, 25 South Charles Street, Baltimore, Maryland 21201 (hereinafter sometimes called "Lender"), a national banking association duly organized under the banking laws of the United States, has agreed to make a loan to Supreme Parts Rebuilders, Inc. (herein called "Borrower") in the amount of Three Hundred Thousand Dollars ($ 300,000.00), for which sum, with interest on the outstanding balance of the loan at the rate or rates provided therein, Borrower has executed and delivered to Lender its Note (hereinafter called "Note") ~~which is dated~~ payable as providing therein, the entire unpaid balance with interest being due the 18th day of August, 1987* and

WHEREAS, Lender has advanced the aforesaid principal sum to Borrower, and

WHEREAS, it was agreed that the repayment of the said loan with interest, according to the terms of the Note and any extensions or renewals thereof, and future advances and readvances as well as the performance of the other covenants and conditions herein, should be secured (delete inapplicable alternative)

~~(Alt. 1) by a Deed of Trust of even date herewith executed by the Borrower, and all the obligations of Borrower, and also all the indebtedness and obligations of Grantor hereunder, being secured by the execution of this Indemnity Deed of Trust by Grantor.~~

(Alt. 2) by a Guaranty of even date herewith executed by the Grantor, all of the obligations of Grantor thereunder being secured by the execution of this Indemnity Deed of Trust by Grantor.

* made
** subject to a limited right of extension

GRANT

NOW, THEREFORE, in consideration of the premises and of one dollar and other good and valuable considerations, receipt whereof is hereby acknowledged, Grantor hereby grants and conveys unto Trustees, their and each of their successor or successors in the trust and assigns, all that property situate and lying in the Fifth Election District of Queen Anne's County, State of Maryland, and described on Exhibit "A", attached hereto.

TOGETHER with all the walks, fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, appliances, furnishings, furniture, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land herein described (whether or not delivered thereto), and all such as are now or hereafter located in or upon any interest or estate in the land herein conveyed or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Grantor, it being understood that all the aforesaid shall be deemed to be fixtures and part of the said land, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned and shall be covered by this Indemnity Deed of Trust excluding, however, only personal property owned by any tenant actually occupying all or part of the premises. Disposition of any of the aforesaid or of any interest therein is prohibited; however, if any disposition is made in violation hereof, the holder of the Note shall have a security interest in the proceeds therefrom to the fullest extent permitted by the law of Maryland; and

TOGETHER with all and similar the rights, alleys, ways, waters, easements, tenements, privileges, advantages, improvements, accessions, hereditaments and appurtenances belonging or in any way appertaining to the aforesaid land and other property herein described, and the reversions and remainders, earnings, revenues, rents, issues and profits thereof and including any right, title, interest or estate hereafter acquired by Grantor in the aforesaid land and other property described herein.

TO HAVE AND TO HOLD the said ground with improvements and other property and rights described above (all of which is hereinafter sometimes called the "trust property") unto Trustees, their and each of their successor or successors in the trust and assigns, in fee simple;

IN TRUST, NEVERTHELESS, to permit Grantor to have possession of the trust property and the rents and profits thereof until default under this Indemnity Deed of Trust (which ~~shall be~~ a default in any of the terms, covenants, conditions, representations or warranties in this Indemnity Deed of Trust), but not thereafter; and to release and reconvey the trust property unto Grantor, at Grantor's cost (including a fee of Twenty Dollars ($20) to each Trustee for the release or any partial release), at any time before the sale hereinafter provided for, upon the full payment of the Note with interest and any other sums owing to the holder of the Note (hereinafter called "Holder"), to Trustees or to the trustees appointed by a decree of court, including moneys advanced, costs, charges, expenses, commissions and half-commissions.

RECD FEE 32.00
POSTAGE .50
MISC 1.00
CHECK/MO 33.50

ARTICLE I
COVENANTS AND AGREEMENTS OF GRANTOR

Grantor, jointly and severally, but subject to the provisions of the Guaranty (if any) secured hereby, covenants and agrees as follows:

1.1. **PAYMENTS.** Grantor shall pay or cause to be paid, the loan debt and interest thereon in accordance with the terms and conditions of the Note, and any substitution, extension or renewal thereof, and pay, when due and payable, all taxes, rents, assessments, public and private, and other dues and charges levied or assessed or which may become a lien against the trust property, the loan or the interest, and upon payment thereof (unless paid by Holder from funds deposited with Holder by Borrower) shall exhibit to Holder the receipted bills therefor at the place of business of Holder, and not permit any lien or encumbrance on the trust property or any part thereof.

1.2. **OTHER CHARGES.** Grantor shall pay, upon demand of Holder, a sum equal to the taxes, assessments and insurance premiums next due on the trust property (all as estimated by Holder) less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such taxes, assessments and premiums become due, such sums to be held by Holder in a non-interest bearing account to pay said taxes, assessments and premiums.

1.3. **EXPENSES.** Grantor shall pay, or cause to be paid, all costs and expenses incurred or paid in respect to the loan, including reasonable counsel fees incurred or paid to obtain collection after default, and pay all costs and expenses, including reasonable counsel fees incurred or paid by Trustees or by Holder on account of any litigation at law or in equity which may arise in respect to this trust or the trust property, with interest at one percent (1%) above the rate set forth in the Note on all such costs and expenses from the date thereof, which costs, expenses and interest shall be secured hereby until paid.

*** and the Workout Agreement, dated May 19, 1987, executed in connection with the Note

6-23-87 Orig mailed to Guarantee Title Services, Inc.
805 Equitable Bldg.
Towson, Md 21204

1.4. USE OF TRUST PROPERTY. Grantor will permit Holder or its agents to enter upon and inspect the trust property; keep the trust property in good and substantial repair and not permit or suffer any waste thereof, not tear down or materially change the improvements on the trust property or permit them to be torn down or materially changed without the written consent of Holder, not suffer any act to be done or any conditions to exist on the trust property or any part thereof or any thing or article to be brought thereon which may be dangerous, unless safeguarded as required by law or which may in fact or by law, constitute a nuisance, public or private, or which may void or make voidable any insurance then in force or required by the terms of this Indemnity Deed of Trust to be in force.

1.5. LAWS. Grantor will comply promptly with all laws, ordinances and regulations and all agreements and instruments, recorded and unrecorded, affecting the trust property or its use.

1.6. WARRANTY. Grantor warrants specially the property hereby conveyed, whether now owned or hereafter acquired, and will execute such further assurances thereof as may be requisite.

1.7. INSURANCE. Grantor will keep the improvements upon the trust property insured against loss or damage by fire, war damage, if available, and such other hazards, including rental value or business interruption and flood, as may be desired by Holder, in such insurance companies and in such amounts as may be satisfactory to Holder, and cause a New York or standard mortgagee clause satisfactory to Holder, to be attached to such policies; and deliver all such policies to Holder to be kept by it. Grantor may not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this paragraph unless Holder is included thereon as a named insured, with losses payable to Holder as provided in this paragraph. Grantor shall immediately notify Holder whenever any such separate insurance is taken out, and shall promptly deliver to Holder a duplicate of the policy or policies of such insurance. All payments under insurance policies shall be made to the sole order of Holder as its interest may appear, and, at the option of Holder, the proceeds of the insurance may be applied by Holder to the cost, in whole or in part, to the repair, restoration and replacement of the damaged or destroyed property (without obligation to see the funds are so applied) or to payment of the indebtedness secured hereby in such manner, including inverse order of maturity of installments of principal or combination thereof, as Holder may elect, in its sole discretion. In the event of sale of the trust property whether under the power of sale, assent to a decree or other transfer of title to the trust property in extinguishment of the indebtedness secured hereby, Holder is authorized to cancel any insurance policy then in force and the unearned premium shall be applied to the payment of the indebtedness secured hereby. Grantor shall obtain and maintain comprehensive general public liability insurance in such amounts as may be satisfactory to Holder and such workmen's compensation insurance as is required by law, and furnish Holder with certificates acceptable to it.

1.8. LEASES. Grantor assigns to Holder all leases and rents of the trust property. The assignment of leases and rents shall be effective immediately and is not dependent on the existence or declaration of an event of default. Grantor will carry out all of its agreements and covenants as lessor contained in any leases (which word when used in this Indemnity Deed of Trust shall include, without limitation, all agreements, licenses, contracts and permits affecting all or any part of the trust property) and not permit a lien or other encumbrance superior to such leases other than this Indemnity Deed of Trust. Grantor shall furnish Holder an executed copy of each lease immediately upon its execution and Grantor shall not cancel any of the leases nor terminate or accept a surrender thereof or reduce the payment of rent thereunder or modify any of said leases. This covenant and restriction shall be deemed a covenant and restriction running with the land. All payments under any lease received by Grantor shall be deemed held by Grantor in trust for the payment of the indebtedness secured hereby.

1.9. ADVANCEMENTS. Should Grantor fail or neglect to pay any taxes, assessments, public and private, and other dues or charges levied or assessed or which may be levied on or assessed against the trust property, when due, or permit any lien or encumbrance upon the trust property or any part thereof, or to keep the trust property in proper repair, or to keep the trust property insured as herein agreed, Holder may make such payments or repairs or insure the trust property against such loss in such an amount as may be necessary to secure the indebtedness, and such sum or sums so paid shall become immediately due and payable and be secured hereby together with interest thereon at the rate payable in the Note after default.

1.10. CONDEMNATION. Should all or any part of the trust property be condemned or taken through eminent domain proceedings, all or such part of any award or proceeds thereof as Holder in its sole discretion may require, shall be paid to Holder and applied to the payment of the indebtedness secured hereby in such manner or combination thereof, including inverse order of maturity of installments of principal, as Holder may elect, in its sole discretion.

1.11. RIGHTS OF HOLDER. Holder may at any time and from time to time renew the Note, extend the time for payment of the foregoing, any part thereof or interest thereon, waive, in whole or in part, any of the terms, covenants, conditions, representations and warranties herein or in the Note, either at the request of the Borrower or Grantor, or at any other person having an interest in the trust property, or otherwise, accept one or more notes in replacement or substitution of the Note, consent to the release by Trustees of all or any part of the trust property from the legal operation and effect of this Indemnity Deed of Trust, take or release other security, release any person primarily or secondarily liable for this indebtedness, agree to alter the terms of payment of the indebtedness, grant extensions, renewals, or indulgences in the provisions hereof or in regard to other security, or enforce this Indemnity Deed of Trust without regard to other security, all without releasing any Grantor from its obligations hereunder and without releasing the right of Trustees and Holder to enforce the Indemnity Deed of Trust in regard to the trust property or to any unreleased part thereof and Trustees may act pursuant to such consents or authorizations by Holder. Holder and Grantor recognize and agree that the provisions of this Indemnity Deed of Trust, the Note and the other instruments executed in connection with the loan transaction may be modified by them or their successors or assigns at any time before or after default (which modification may involve increasing the rate of interest in the Note, agreeing that other charges should be paid, or modifying any other provision in any such instruments). No such modification by Holder and Grantor nor any such action by Holder referred to above shall be a substitution or novation of the original indebtedness or instruments evidencing or securing the same, but shall be considered a possible occurrence within the original contemplation of the parties.

1.12. FURTHER ADVANCES. Until this Indemnity Deed of Trust is released of record, Holder may make additional advances and readvances to Borrower from time to time and said advances and readvances shall become part of the indebtedness secured hereby to the fullest extent permitted by law.

1.13. ESTOPPEL CERTIFICATE. Grantor shall, upon written notice from Holder or Trustees, deliver to Holder or Trustees, within ten (10) days, a written statement, duly acknowledged, setting forth the amount payable [illegible] other charges or assessments due Holder or Trustees as of the notice date, and whether any offsets or defenses exist against any of the same.

1.14. PROTECTION OF LIEN. Grantor shall take all steps and do all things necessary, convenient or proper, to establish, protect, preserve and maintain the indefeasible lien status of the lien on the trust property established or intended to be established by this Indemnity Deed of Trust.

ARTICLE II
EVENTS OF DEFAULT

The following shall constitute events of default under this Indemnity Deed of Trust and shall entitle Holder or Trustees to exercise the rights and remedies provided by any applicable law and by this Indemnity Deed of Trust:

2.1. FAILURE TO PAY. A default in the payment of any indebtedness hereby secured, when and as the same is due and payable, or an inability to generally pay debts as they mature.

2.2. DEFAULT UNDER GUARANTY. The occurrence of any event stated in the Guaranty (if any), entitling the Holder to exercise its remedies with respect thereto.

2.3. DEFAULT UNDER OTHER DOCUMENTS. Any default under any other loan document relating to this loan transaction, including the workout Agreement, dated May 19, 1987, executed in connection with the Note.

2.4. FAILURE TO PERFORM. A failure to strictly perform or observe any of the covenants and agreements of this Indemnity Deed of Trust.

2.5. INVOLUNTARY BANKRUPTCY. The entry of a decree or order for relief by a court having jurisdiction against or with respect to the Grantor in an involuntary case under the Federal bankruptcy laws or any state insolvency, or similar laws ordering the liquidation of the Grantor or a reorganization of the Grantor or its business and affairs or the appointment of a receiver, liquidator, assignee, custodian, trustee, or similar official for the Grantor or any of Grantor's property, including but not limited to the trust property, and the failure to have such decree, order or appointment discharged or dismissed within sixty (60) days from the date of entry.

2.6. VOLUNTARY BANKRUPTCY. The commencement by the Grantor of a voluntary case under the Federal bankruptcy laws or any state insolvency or similar laws or the consent by the Grantor to the appointment or taking possession by a receiver, liquidator, assignee, trustee, custodian or similar official for the Grantor or any of the Grantor's property, including but not limited to the trust property, or the making by the Grantor of an assignment for the benefit of creditors, or the failure by the Grantor generally to pay its debts as they become due.

2.7. TRANSFER OR ENCUMBRANCE. It shall be deemed a default under this Indemnity Deed of Trust, if, without the written consent of Holder, (a) Grantor shall sell, cease to own, assign, encumber, transfer or dispose of the trust property, or any part thereof or any interest therein, or (b) the trust property, or any part thereof, is abandoned. In the event Holder consents to any encumbrance on the trust property, a default under the terms of any document creating such an encumbrance shall be a default hereunder.

2.8. EXISTENCE OF SENIOR LIEN IN BANKRUPTCY. The existence of a lien or security interest senior or of equal priority to the lien of this Indemnity Deed of Trust created pursuant to Section 364 of the Bankruptcy Reform Act of 1978.

2.9. CROSS DEFAULT. A default under any obligation or indebtedness other than the obligations and the Note secured by this Indemnity Deed of Trust owed by the Grantor or the Borrower to the Holder, regardless of when created or whether secured or unsecured.

ARTICLE III

RIGHTS ON EVENT OF DEFAULT

Upon the happening of any event of default, the Trustee or Holder may, at their sole and absolute option and without notice, accelerate and declare the whole loan with interest immediately due and payable and institute foreclosure proceedings as provided below and may, with or without declaring the aforementioned sums immediately due and payable, and with or without foreclosing, exercise any other right or remedy provided for herein or in the Guaranty (if any), or any other loan documents relating or pertaining to the above-described loan transaction, or applicable law. Whether or not such options are exercised, interest shall accrue at the rate payable in the Note after default.

3.1. FORECLOSURE; ASSENT TO DECREE AND POWER OF SALE. In the event Trustees or Beneficiary elect to institute foreclosure proceedings upon the happening of an event of default, Grantor assents to the passage of a decree for the sale of the premises and further authorizes the Trustees to sell the premises. Any sale of the premises, whether by way of the assent to decree or power of sale, shall be made in accordance with the provisions of Section 7-105, Real Property Article, Annotated Code of Maryland, as amended, and Rules W70 and W77 of the Maryland Rules of Procedure, as amended, or upon a default under this Indemnity Deed of Trust, Trustees are authorized and shall have the power to sell, and the duty to sell at the direction of Holder, and in the case of default of any purchaser or purchasers, to resell the trust property at public auction; and to convey the trust property, upon compliance with the terms of sale or sales to, and at the cost of, the purchaser or purchasers who shall not be required to see to the application of the purchase money. Grantor, in accordance with Subtitle W of the Maryland Rules of Procedure or of any other general or local laws or rules or regulations of the State of Maryland relating to mortgages and deeds of trust including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, does hereby declare and assent to the passage of a decree to sell the trust property by the equity court having jurisdiction for the sale of the trust property. Any such sale or sales, whether under the power of sale, or assent to a decree, may be made by the person authorized to sell, either as an entirety or in such separate parcels and on such terms, after such previous public advertisement, at such places and in such manner as they, or he, may deem advisable. If one or more leases are entered into or recorded subsequent to the recording of this Indemnity Deed of Trust, or are otherwise subordinate to this Indemnity Deed of Trust, the Trustees, at the direction of the Holder, shall sell subject to any one or more of such tenancies that are designated and selected by the Holder.

3.2. APPLICATION OF PROCEEDS. Upon any sale or sales of the trust property under this Indemnity Deed of Trust whether under the power of sale, assent to a decree, or by equitable foreclosure, the proceeds of such sale or sales shall be applied as follows: first, to the payment of all expenses incident to said sale or sales, including a counsel fee of Five Hundred dollars ($500.00) for conducting the proceedings (if without contest, but if legal services are rendered to Trustees or to the trustees appointed by such decree of court or to Holder 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 or sales as the court may deem proper) and also a commission to the party making the sale or sales equal to five percent (5%) of the gross sale price, and also any liens prior to the legal operation and effect of this Indemnity Deed of Trust unless said sale or sales are made subject to such prior liens; second, to pay whatever may then remain unpaid of the Note whether matured or not by the same thereof, it being agreed that the Note shall become due in full upon said sale or sales being made, and pay all other amounts owing Holder, Trustees and the trustees appointed by such decree of court under the provisions hereof, whether the same have matured or not, with interest thereon until date of payment, and third, the balance, if any, to Grantor or to any person or persons entitled thereto, upon the surrender of the trust property to the purchaser, less any expense incurred in obtaining possession and upon surrender to the purchaser of all bank accounts, books, records, leases, agreements, and all material relating to the operation of the trust property.

3.3. COMMISSION. Immediately upon the first insertion of the advertisement or notice of sale there shall be and become due and owing by Grantor to Trustees or to the trustees appointed by decree of court, as aforesaid, a commission, on the total amount of the unpaid balance of the principal and interest, equal to one-half the percentage allowed as commission on such sum to the Trustees making a sale hereunder or to the Trustees making sale under orders or decrees of equity courts in Maryland, whichever shall be the greater, and Holder shall not be required to receive only the costs and expenses incident to said sale and the principal and interest of said loan in satisfaction thereof, unless the same be accompanied by a tender of the said commission.

3.4. POSSESSION. Upon a default under this Indemnity Deed of Trust, Holder may at its discretion require Grantor to assemble such items of the trust property as may be designated by Holder and make them available to Trustees at a place reasonable and convenient to both parties to be designated by Holder or Trustees. Upon a default under the Indemnity Deed of Trust, Holder shall have the right to take possession of such items of the trust property as Holder may elect. In taking possession Holder may proceed without judicial process if this can be done without breach of the peace. If Holder elects to direct Trustees to proceed under the Maryland Uniform Commercial Code to dispose of some of the trust property, Trustees will give Grantor notice by mail, postage prepaid, of the time and place of any public sale of any of such property or of the time after which any private sale or other intended disposition thereof is to be made by sending notice to Grantor at least five days before the time of the sale or other disposition, which provisions for notice Grantor and Trustees agree are reasonable, provided, however, that nothing herein shall preclude Holder and Trustees from proceeding as to all the trust property in accordance with the rights and remedies of Holder and Trustees in respect of the real property, as provided in Section 9-501 (8) of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time.

3.5. RECEIVER. Upon a default under this Indemnity Deed of Trust or of the Note, Holder shall be entitled, without notice to any Grantor, to the immediate appointment of a receiver of the trust property to operate the same without regard to the adequacy thereof as security for the loan and Grantor shall pay all costs of operation including all fees and commissions, and upon any default, whether or not a receiver be appointed, the rents and profits of the trust property are hereby assigned to Holder as additional security, and in the event a receiver is appointed Grantor immediately shall turn over to said receiver all bank accounts, books, records, leases, agreements, tenant's security deposits and all matters relating to the operation of the trust property.

3.6. HOLDER MAY PURCHASE. Holder may bid and become the purchaser at any sale under the Indemnity Deed of Trust. If Holder is the purchaser at any such sale, Holder may apply the outstanding indebtedness against all or any portion of the purchase price, including the deposit.

ARTICLE IV
MISCELLANEOUS

4.1. TRUSTEES. Trustees shall be protected in acting upon any notice, request, consent, demand, statement, note or other paper or document believed by them to be genuine and to have been signed by the party or parties purporting to sign the same. Trustees shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistake of law or fact, nor for anything which they may do or refrain from doing in good faith nor generally shall a Trustee have any accountability hereunder except for his own individual wilful default.

4.2. SUCCESSOR OR SUBSTITUTE TRUSTEES. Holder 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 city or county in the State of Maryland where this Indemnity Deed of Trust is recorded, and thereupon such additional or successor Trustee or Trustees, without any further act, deed or conveyance, shall become vested with all the estates, property, title, rights, powers, privileges, discretions, trusts, duties and obligations of his or their co-trustees, or predecessor or predecessors in the trust hereunder with like effect as if originally named as Trustee or Trustees hereunder, exercise of said power, no matter how often, shall not be an exhaustion thereof. In the event of the disability of one of the Trustees or of his absence from the State of Maryland, the rights, powers, privileges, discretions, duties, obligations, and trust hereby created and reposed in the Trustees may be executed by the other Trustee or Trustees with the same legal force, effect and validity as though executed by both or all of them.

4.3. GOVERNING LAW. The provisions of this Indemnity Deed of Trust and the rights of all parties mentioned herein shall be governed by the laws of the State of Maryland and interpreted and construed in accordance with such laws (excluding Maryland conflict of laws), and any court of competent jurisdiction of the State of Maryland shall have jurisdiction in any proceeding instituted to enforce this Indemnity Deed of Trust, and any objections to venue are hereby waived.

4.4. REMEDIES CUMULATIVE. The rights, powers, privileges and discretions specifically granted to Trustees and those specifically granted to Holder under this Indemnity Deed of Trust are not in limitation of but are in addition to those to which they are entitled under any general or local law relating to deeds of trust and mortgages in the State of Maryland now or hereafter existing. The rights, powers, privileges and discretions hereinafter collectively called the "rights") to which Holder may be entitled shall inure to the benefit of its successors and assigns. All the rights of Holder and of Trustees are cumulative and not alternative and may be enforced successively or concurrently.

4.5. NON WAIVER. Failure of Holder or of the Trustees to exercise any of their rights shall not impair any of their rights nor be deemed a waiver thereof and no waiver of any of their rights shall be deemed to apply to any other such rights nor shall it be effective unless in writing and signed by the party waiving the right. The acceptance by Holder of any payment with knowledge of any default shall not constitute a waiver of that default.

4.6. ASSIGNMENT. The terms, covenants, conditions, representations and warranties agreed to and made by Grantor shall be joint and several if more than one and shall be binding upon the personal representatives, successors and assigns of Grantor and of each of them, but this provision does not waive any prohibition of assignment or any requirement of consent to an assignment under the other provisions of this Indemnity Deed of Trust, any consent to an assignment shall not be consent to any further assignment, each of which must be specifically obtained in writing.

4.7. CONSTRUCTION. Time is of the essence in this Indemnity Deed of Trust. Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Indemnity Deed of Trust, nor any of its provisions.

4.8. LEGAL EFFECT. Grantor executes this instrument as a Debtor under the Maryland Uniform Commercial Code, it being intended that this Indemnity Deed of Trust shall constitute and be a security agreement and financing statement under the laws of Maryland. Grantor warrants that this is a commercial transaction within the meaning of Sections 12-101(c) and 12-103(a), Commercial Law Article, Annotated Code of Maryland, as amended.

20 AUG 35

279 .026

IN WITNESS WHEREOF, Grantor has caused this Indemnity Deed of Trust and Security Agreement to be duly executed on its behalf and its seal hereunto affixed.

ATTEST: SUPREME INVESTMENT, CO.

By: _____ (SEAL)
RICHARD W. BUTT, GENERAL PARTNER

By: _____ (SEAL)
CHARLES B. ZURAVIN, GENERAL PARTNER

By: _____ (SEAL)
GLENN H. ROTH, GENERAL PARTNER

ACKNOWLEDGMENTS

STATE OF MARYLAND, CITY/~~COUNTY~~ OF BALTIMORE, TO WIT:

On this the 22nd day of May, 1987, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Richard W. Butt who acknowledged himself to be a General Partner of Supreme Investment Co., a Maryland General Partnership, the within named Grantor, and that he, as such General Partner, being duly authorized so to do, executed the foregoing Indemnity Deed of Trust for the purposes therein contained by signing the name of the Partnership by himself as General Partner.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: July 1, 1990

STATE OF MARYLAND, CITY/~~COUNTY~~ OF BALTIMORE, TO WIT:

On this the 22nd day of May, 1987, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Charles B. Zuravin who acknowledged himself to be a General Partner of Supreme Investment Co., a Maryland General Partnership, the within named Grantor, and that he, as such

General Partner, being duly authorized so to do, executed the foregoing Indemnity Deed of Trust for the purposes therein contained by signing the name of the Partnership by himself as General Partner.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: July 1, 1990

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this the 22nd day of May, 1987, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Glern H. Roth who acknowledged himself to be a General Partner of Supreme Investment Co., a Maryland General Partnership, the within named Grantor, and that he, as such General Partner, being duly authorized so to do, executed the foregoing Indemnity Deed of Trust for the purposes therein contained by signing the name of the Partnership by himself as General Partner.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: July 1, 1990

CERTIFICATION

I HEREBY CERTIFY that the within instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland, under his or her supervision or by or on behalf of the parties named in the instrument.

MICHAEL G. GALLERIZZO

MGG/00336.000

EXHIBIT "A"

All that lot or parcel of land situate lying and being in the fifth election district in Queen Anne's County, Maryland on the northwest side of the County road known as Bloomingdale Road which is described by the following metes and bounds courses and distances according to a certificate of survey and plat made by William R. Nuttle, Registered Surveyor, dated March 1976, as follows, to wit:

Beginning for the same at an iron pipe on the northwest side of the said Bloomingdale Road (50 feet wide) said point being south 41 degrees 34 minutes west, 53.75 feet from the northeast corner of the Holton E. Rhodes Jr. lands and the southernmost corner of the land of the county dog pound property and running thence by and with the northwest side of said road south 41 degrees 34 minutes west 200 feet to an iron pipe thence by and with a new division line between the hereinafter described land and other lands of Rhodes north 48 degrees 26 minutes west 664.10 feet to an iron pipe thence north 41 degrees 34 minutes east 482.04 feet to an iron pipe and thence south 26 degrees 54 minutes east 713.93 feet to the place of beginning, containing in all 5.047 acres of land more or less.

BEING the same lot of ground which by Deed dated the 30th day of April, 1976, and recorded among the Land Records of Queen Anne's County, Maryland in Liber C.W.C. No. 104, Folio 316, was granted and conveyed by Holton Edward Rhodes, Jr., to Regal Auto Electric, Inc.

BEING, the same lot of ground which by Deed dated October 30, 1986, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 263, Folio 73, was granted and conveyed from Regal Auto Electric, Inc. to Supreme Investment Co., the Grantor herein.

MAG/PLAT

Return to:
Guardian Title Company, Inc.
806 Equitable Building
Towson, Maryland 21204

EXHIBIT "B"

1st First National Bank

20 41

TIME DEMAND
BUSINESS PURPOSE PROMISSORY NOTE

$ 300,000.00 MASTER NOTE — ENTON MARYLAND MARCH

PRINCIPAL The Borrower promises to pay to the order of THE FIRST NATIONAL BANK OF MARYLAND Bank the principal amount THREE HUNDRED THOUSAND---------- and NO--/100 Dollars or such other amount as may be advanced from time to time to Borrower The term Borrower means each person who signs below as Borrower and each person who becomes an endorser surety or guarantor of this Note

INTEREST (CHECK ONLY ONE) The unrepaid balance of the principal amount outstanding from time to time will bear interest as follows

Floating Rate ☒ At 1.50 % per annum above the greater of (a) that rate announced from time to time by Bank as its prime rate" or (b) the average rate roundad to the nearest 1/10th of 1% for 90-day maturity dealer placed commercial paper for the week most recently reported in the Federal Reserve Statistical Release No H 9 entitled Weekly Summary of Banking and Credit Measures" or any succeeding publication The Bank at its sole discretion may charge a lesser rate from time to time Interest on the principal amount outstanding shall be adjusted daily the rate for each day being the rate in effect at the close of business on that day

Other ☐ Other (describe):

Interest will be calculated on the basis of a 360-day year for the actual number of days the principal is outstanding Notwithstanding the above provisions as to interest payable under no circumstances will interest accrue or be payable at a rate in excess of the maximum rate allowed by the laws of the state which govern this loan, which shall be Maryland unless otherwise specifically agreed in writing If the Bank has collected interest in excess of such maximum rate then the Borrower s only remedy will be that the Bank will apply such excess interest as a full or partial prepayment of the unpaid balance of the principal amount to the extent of the unpaid principal balance and refund any additional excess amount to the Borrower

REPAYMENT (CHECK ONLY ONE) The principal amount must be paid by the Borrower to the Bank in immediately available funds as follows

Demand ☒ In full on demand by the Bank. Time ☐ In full on 19

(CHECK ONLY ONE) Interest on the principal amount must be paid by the Borrower to the Bank in immediately available funds as follows

☒ Monthly beginning March 31, 1987 ☐ Quarterly beginning

☐ Other

All amounts owed by the Borrower to the Bank shall be payable

(CHECK ONE) ☒ as billed

☐ by preauthorized debit of Account #

and will be applied first to outstanding interest, then to unpaid expenses and then to principal, or otherwise as determined solely by the Bank If the option of preauthorized debit is checked Borrower promises to have a balance in the above-described account which is at least equal to the payment amount on each payment due date

PREPAYMENT The Borrower may prepay this loan in whole or in part at any time without penalty unless otherwise specified in writing

SECURITY This loan is secured by, and Borrower grants to Bank a security interest in all deposits or property of any Borrower now or at any time hereafter in the possession of or on deposit with the Bank whether as custodian or depository or in any other capacity In addition to one or more of the three boxes below is checked this loan is also secured by any property described as collateral in any security agreement mortgage deed of trust pledge agreement or other document previously simultaneously or hereafter entered into by any Borrower in connection with any obligation or liability of any Borrower to the Bank or any corporate affiliate of the Bank, such other security document(s) including but not limited to the following

☒ Security Agreement(s) Inventory & Receivables - Ref.F/S recorded 8/18/1986 Q.A.Co.

☐ Real estate mortgage or deed of trust on property known as

in County/City State of

(Real Estate in Pennsylvania constituting the residence of any Borrower may not be security for any loan of $50 000 or less in principal amount)

☐ Other (describe).

This Note specifically incorporates by reference, as if fully set forth herein, all of the language and provisions of the security documents described generally or specifically above

DEFAULT Any of the following will be a default under this Note

(1) Failure to pay any principal, expenses late charge or interest when due or failure to perform any other obligations hereunder (2) A default in any of the requirements of any Borrower or any other person providing security for this loan under any security document referred to above, (3) A default in any other agreement between any Borrower and the Bank or any corporate affiliate of the Bank whether previously simultaneously, or hereafter entered into (4) A material adverse change in the financial condition of any Borrower from that expressed in the financial statement most recently submitted to the Bank prior to the date of this Note as determined in good faith solely by the Bank, (5) Bankruptcy, insolvency, reorganization or receivership proceedings are instituted by or against any Borrower in any state or federal court, (6) A change of ownership or dissolution merger consolidation liquidation or reorganization of any Borrower which is a corporation, partnership or other legal entity, or the death of any Borrower who is a natural person

LATE CHARGE At its option, and without waiving any of its other remedies, if the Borrower does not pay principal interest or any other amount when due, the Bank may, if permitted by applicable law collect a late charge equal to 5% of the amount of any payment which is not paid in full within fifteen (15) days after the date such payment is due The late charge may be collected only once for each late payment

REMEDIES Upon a default, the Borrower will pay the Bank all expenses incurred by the Bank in collecting the loan protecting any collateral and realizing on the security Those expenses include attorney s (and paralegal) fees equal to 15% of all amounts owing under this Note (including principal, interest late charges and expenses), but not more than the amount permitted by applicable law If any default occurs the Bank has the right to declare the entire unpaid balance of principal of this loan and all accrued but unpaid interest immediately due and payable without notice or demand The Borrower agrees that any such default is a default under all other liabilities and obligations of any Borrower to the Bank and that the Bank has the right to declare immediately due and payable all such other liabilities and obligations If not then paid the principal balance accrued but unpaid interest late charges and such expenses and thereafter bear interest at a rate of 2% per annum over that provided for or referred to above but not more than the maximum rate allowed by the laws of the state which govern this loan) Also if any default occurs the Bank may take any other action at law or in collateral or otherwise provided in any of the security documents referred to above

If this Note is not paid when due, the Borrower authorizes any attorney or clerk of any court to appear for it or them or any of them in that court (as of any term) at any time there is a default for any violation of the terms of this Note and confess judgment against such person or persons without giving prior notice to or serving process on such person or persons in favor of the Bank for such amount as may appear to be unpaid on this Note including interest late charges expenses and an attorney s fee of 15% (but not to exceed the amount permitted by applicable law) and hereby waives and releases to the extent not prohibited by law all errors and rights of appeal exemptions and stays of execution upon any real or personal property to which any Borrower might otherwise be entitled under any present or future law (Any judgment obtained by confession shall not be a lien on any Pennsylvania real property which is the residence of any Borrower if this Note is in the original principal amount of $50 000 or less The authority and power to appear for and enter judgment against Borrower shall not be exhausted by one or more exercises hereof but any imperfect exercises hereof shall not be extinguished by any judgment entered pursuant thereto this authority may be exercised on one or more occasions from time to time in the same or different jurisdictions as Bank in its sole discretion deems desirable for all of which this Note shall be sufficient authority

JOINT & SEVERAL LIABILITY If there is more than one signer of this Note each of them separately is fully obligated to the Bank to repay the loan and is also fully obligated as a group

NOTICES Any notices to Borrower shall be sufficient for all purposes if sent to the address of the person who is Borrower at the address set forth below who is designated as agent for that purpose by all other Borrowers

FOR BANK USE ONLY			
N/B	OFF	ACCOUNT #	NOTE #
R/B	TMM	7105354199	

FNB 1462

BANK ASSIGNMENT The Bank may endorse this Note to any assignee and in that event the term "Bank" [illegible] used herein does not refer to Bank

MARYLAND LAW All matters pertaining to this Note will be governed by Maryland law given (Maryland rules on conflicts of law should [illegible] that the law of another state govern this Note) As part of the consideration for the Bank's advance of funds to the Borrower each bank, and as a Borrower hereunder agrees that any and all actions or proceedings arising directly or indirectly from this Note shall at the Bank's option be litigated in courts having a situs within the State of Maryland consents to the jurisdiction of any State or Federal Court located within the State of Maryland agrees that it is subject to service of process under Section 6-103 of the Courts and Judicial Proceedings Article of the Maryland Code, and agrees to accept such service as is authorized by that statute and prescribed in the Maryland Rules of Procedure

PROVISIONS CUMULATIVE Each right power and remedy under this Note under any security document incorporated by reference herein and under applicable law shall be cumulative and concurrent and the exercise of any one or more of them shall not preclude the simultaneous or later exercise by the Bank of any or all such other rights powers or remedies

SEVERABILITY If any part of this Note shall be adjudged invalid or not enforceable (as of any term of Court) then such partial invalidity or unenforceability shall not cause the remainder of the Note to be or to become invalid or unenforceable and if a provision hereof is held invalid or unenforceable in one or more of its applications the parties hereto agree that said provisions shall remain in effect in all valid or enforceable applications that are severable from the invalid or unenforceable application or applications

WAIVER The Borrower waives formal presentment demand, protest notice of protest notice of dishonor and other formalities that might be required of the Bank in event of default in payment No waiver by the Bank of any default shall be effective unless made in writing nor operate as a waiver of any other or future default

CONSTRUCTION Captions are inserted only as a matter of convenience and for reference and in no way define limit or describe the scope or intent of this Note nor any provision thereof The use of the singular herein may also refer to the plural and vice versa, and the use of the neuter or any gender shall be applicable to any other gender or the neuter

BUSINESS PURPOSE This loan is made solely to acquire or carry on a business or commercial enterprise of the Borrower

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned execute this Promissory Note under seal as Borrower

WITNESS OR ATTEST*:
*(Note: Attestation of a corporate officer's capacity to sign by another corporate officer is required)

SUPREME PARTS REBUILDERS, INC. (SEAL)
Name of Organization
Route # 2, Box 440 A
Street Address
Queenstown, Maryland 21658
City State Zip Telephone
By H. Roth V.P. (SEAL)
Authorized Signature
Glenn H. Roth, Vice President
Print Name and Title

(Print Name)

(Print Name)

By (SEAL)
Authorized Signature
Print Name and Title

If the Borrower is an individual he or she should sign below

(SEAL)

(Print Name)

(Print Name)
Street Address
City State Zip Telephone

(SEAL)

(Print Name)

(Print Name)
Street Address
City State Zip Telephone

ENDORSEMENT

In consideration of one dollar paid to the undersigned, and of the making, at the request of the undersigned of the loan evidenced by the above Note and intending to be legally bound hereby, the undersigned hereby jointly and severally guarantee to THE FIRST NATIONAL BANK OF MARYLAND, the "Bank"), its successors, endorsees or assigns the punctual payment at maturity of the said loan by acceleration or otherwise and hereby assent to all the terms and conditions of the above Note, and consent that any security for the said loan may be exchanged modified released or not perfected from time to time, or the time of payment of the said loan extended, without notice to or further assent from the undersigned who will remain bound upon this Endorsement, notwithstanding such changes release or extension, and the undersigned further agree that in event of default under the above Note the holder thereof may proceed against any or all of the undersigned for all obligations guaranteed hereunder without pursuing any of its other remedies against the other Borrowers or any collateral security This Endorsement is given by each of the undersigned without reliance by any of them on any other and without reliance upon the taking of any collateral or security for the loan by the Bank and is intended to be a contract of suretyship The undersigned authorize any attorney of any court to appear for him (or them or any one or more of them) in that court (as of any term) at any time there is a default hereunder, and confess judgment against such person or persons without giving prior notice to or serving process on such person or persons in favor of the Bank for such amount as may appear to be unpaid on the above Note, including interest expenses and an attorney's fee of 15% of such sums, but not to exceed the amount permitted by applicable law) Any judgment obtained by confession against any of the undersigned shall not constitute a lien on any Pennsylvania real property which is the residence of any of the undersigned if the above Note is in the principal amount of $50 000 or less

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned execute this Endorsement under seal

WITNESS: (SEAL)

(Print Name) (Print Name)
Street Address
City State Zip

WITNESS: (SEAL)

(Print Name) (Print Name)
Street Address
City State Zip

First National Bank of Maryland

EXHIBIT "C"

GUARANTY

Supreme Parts Rebuilders, Inc. (the "Borrower") desires to establish a credit with The First National
(Name of Borrower)
Bank of Maryland (the "Bank") whereby the Borrower may obtain discounts, loans and credits (including letters of credit) to be extended from time to time, in addition to the indebtedness, if any, presently owed by the Borrower to the Bank. As used herein "Bank" shall include all successors and assigns of the Bank. The undersigned have requested the Bank to make such discounts, loans and credits, and to permit the creation of such liabilities.

In consideration of the making of such discounts, loans and credits (including letters of credit) as have been or may hereafter be made to or for the Borrower and of the permitting of the creation of such liabilities of the Borrower, the undersigned, intending to be legally bound hereby, do hereby, jointly and severally if more than one, guarantee to the Bank unconditionally at all times, the punctual payment at maturity, by acceleration or otherwise, or on demand, by the Borrower of any and all sums of money for which the Borrower now is or may hereafter become indebted to the Bank, and the full and faithful performance of all liabilities of the Borrower to the Bank.

The undersigned, jointly and severally, if more than one, agree to indemnify and to save harmless the Bank against any loss, damage or liability, which it may suffer or incur (except on account of its gross negligence or bad faith) through the making of any discounts, loans or advances to the Borrower, or through permitting the Borrower to create other liabilities to the Bank, but the Bank by acceptance hereof does not obligate itself to engage in any such transaction or transactions.

The undersigned further jointly and severally (if more than one) agree to indemnify the Bank unconditionally against any loss or expense which the Bank may incur as a result of any act, whether of omission or commission, by the Borrower or by any or all of the undersigned, their representatives, employees, or others acting on the behalf of any or all of the undersigned or the Borrower.

This guaranty and indemnity shall be a continuing one and shall bind the undersigned and their respective successors, heirs, executors and administrators, irrespective of the lack of any advance notice or consent of the undersigned, for their obligations hereunder, and such obligations shall not be impaired in any manner whatsoever by any

(a) new or additional agreements or obligations of the Borrower with or to the Bank; amendments, extensions, modifications, renewals or waivers of default as to any existing or future obligation or agreements of the Borrower or third parties with or to the Bank, or extensions of credit by the Bank to the Borrower; or delay by the Bank in enforcing any of its rights or remedies against the Borrower or any other person;

(b) adjustments, compromises or releases of any obligations of the Borrower, undersigned or other parties, or changes, releases, sales of or failure to perfect or any other impairment of any security interest held by the Bank for any obligations of the Borrower;

(c) fictitiousness, incorrectness, invalidity or unenforceability, for any reason, of any instrument or writing, or acts of commission or omission by the Bank or the Borrower;

(d) compositions, extensions, discharge in bankruptcy, compromise of debts in any bankruptcy reorganization or in any agreement with the Borrower, moratoria or other relief granted to the Borrower pursuant to any statute presently in force or hereafter enacted, or

(e) interruptions in business relations between the Bank and the Borrower.

The Bank shall not be obligated to first enforce or resort to any other remedies it may have for the payment of any indebtedness covered by this Guaranty before the undersigned become liable hereunder. The liability of Borrower and each of the undersigned, if more than one, shall be joint and several.

Notice of acceptance and all other notices that would or might otherwise be necessary or proper in connection herewith are hereby expressly waived.

This Guaranty shall not be terminable by any of the undersigned so long as any sums owing to the Bank by the Borrower remain outstanding and unpaid.

Undersigned shall reimburse the Bank on demand for all expenses, including, but not limited to, reasonable attorneys' and paralegals' fees (which are agreed to be 15%, but not in excess of that permitted by applicable law, of the amount owing hereunder and unpaid on demand) incurred by the Bank in the enforcement or attempted enforcement of any of the Bank's rights hereunder against any of the undersigned or the Borrower; all expenses incurred by the Bank in connection with the enforcement of all collateral obligations supporting the loan (including expenses of collection against the debtors of the Borrower); any sums paid by the Bank to any third parties, including creditors' committees, in connection with the obligations of the Borrower to the Bank; and any sums paid by the Borrower to the Bank which are required to be repaid by the Bank. If the Borrower shall default in the performance of any of the Borrower's obligations to the Bank, and if any third party (other than the undersigned) makes any payment to the Bank with respect thereto, such third party shall, to the extent thereof, and after all obligations of the Borrower to the Bank have been paid, be subrogated to any of the Bank's rights against the undersigned hereunder. In addition to any security interest in any property which may be granted to the Bank under any other agreement by and between the parties, the Bank is granted (a) a security interest in, and a right of setoff against, all moneys of the undersigned on deposit with the Bank, and (b) a security interest under the Uniform Commercial Code in all securities and other instruments of the undersigned or any of them now or hereafter in the possession of or on deposit with the Bank, with the right to apply same after default to any indebtedness of Borrower or undersigned hereunder, without previous notice or demand, and with rights of foreclosure as set forth in the Uniform Commercial Code. Upon request of Bank, any indebtedness of Borrower to Bank shall be collected, enforced and received by undersigned as trustee for Bank and paid over to Bank on account of the liability of Borrower to Bank, but without releasing undersigned with respect to any balance due Bank as provided herein.

Power of attorney to confess judgement:

The undersigned, and each of them if more than one, hereby authorize any attorney or clerk of any court to appear for them or any of them in term, time or vacation, at any time after default by the Borrower with respect to any of its obligations to the Bank (or any violation of the terms of this Guaranty) and confess judgment without process in favor of the Bank, against the undersigned, or any of them, for such amount

FNB 1094

as may appear to be owing and ur hereunder, together with all costs and 15 torneys' fees for collection, and hereby waive all rights to stay of execution and exemption under any applicable law. This confession of judgment shall not be applicable to any guaranteed loan made for a consumer or personal purpose, as opposed to a business, commercial or investment purpose. The provisions of this paragraph pertaining to power to confess judgment shall not be exhausted by a single use thereof, but shall continue to be legally effective in subsequent uses thereof. In any event, however, any judgment obtained hereunder shall not constitute a lien on any Pennsylvania real property which is the residence of any of the undersigned if the principal amount of the loan for which judgment is obtained is $50,000 or less.

This Guaranty shall be deemed to have been made in the State of Maryland, and shall be interpreted in accordance with the laws of the State of Maryland. As part of the consideration for the Bank's advance of funds to the Borrower, the undersigned agree that any and all actions or proceedings arising directly or indirectly from this Guaranty shall, at the Bank's option, be litigated in courts having a situs within the State of Maryland, and the undersigned consent to the jurisdiction of any State or Federal Court located within the State of Maryland, and agree that they are subject to service of process under Section 6-103 of the Courts and Judicial Proceedings Article of the Maryland Code, and further agree to accept such service as is authorized by that statute and prescribed in the Maryland Rules of Procedure.

If any part of this Guaranty shall be adjudged invalid or not enforceable as of any term of court, then such partial invalidity or unenforceability shall not cause the remainder of this Guaranty to be or to become invalid or unenforceable, and if a provision hereof is held invalid or unenforceable in one or more of its applications, the parties hereto agree that said provisions shall remain in effect in all valid or enforceable applications that are severable from the invalid or unenforceable application or applications.

None of the terms and provisions of this Guaranty shall be waived, altered or amended except by writing duly signed by an appropriate officer of the Bank and by the undersigned. The use of singular herein may also refer to the plural, and vice versa, and the use of the neuter or any gender shall be applicable to any other gender or the neuter. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

The undersigned, and, if more than one, each of the undersigned, acknowledge that the persons signing this Guaranty are all of the persons who are intended to have signed, and that no other signers are relied upon by the undersigned.

WITNESS our hands and seals this 22nd day of May, 19 87.

WITNESS OR ATTEST:
*Note: (Attestation of a corporate officer's capacity to sign by another corporate officer is required in all corporate transactions.)

Charles B Zuravin
(Print Name)

Glenn H. Roth
(Print Name)

GLENN H. ROTH
(Print Name)

Charles B Zuravin
(Print Name)

(Print Name)

Supreme Investment, Co. (SEAL)
(Name of Organization)

c/o Richard W. Butt, General Partner
(Street Address)

2500 Summerson Road, Baltimore, MD. 21209
(City State Zip) Telephone

By [signature] (SEAL)
(Authorized Signature)

Richard W. Butt, General Partner
(Print Name and Title)

By [signature] (SEAL)
(Authorized Signature)

Charles B. Zuravin, General Partner
(Print Name and Title)

By: [signature] (SEAL)
Authorized (Signature)

Glenn H. Roth, General Partner
(Print Name) and Title

(Street Address)

(City State Zip) Telephone

(SEAL)
(Signature)

(Print Name)

(Street Address)

(City State Zip) Telephone

CERTIFICATION OF BOARD OF DIRECTORS RESOLUTION

I hereby certify that I am Secretary of the Corporation giving the foregoing Guaranty; as such officer I am qualified to give this certificate; by action duly taken by said Board of Directors on _____, 19 ____, a quorum being present and acting throughout, the foregoing Guaranty was submitted to and approved by it upon a determination by said Board that this Corporation's business relationships with, or financial interest in, the Borrower made this Guaranty necessary for the prospective future profits and business interests of this corporation; said Board of Directors directed any officer of the Corporation to execute and deliver this Guaranty as the Corporation's valid and binding obligation; and the resolution so providing is still in effect.

IN WITNESS WHEREOF I have hereto set my hand and affixed the corporate seal of said Corporation the _____ day of _____, 19 ____.

(Corporate Seal)

_____
Secretary

PATRICK E. THOMPSON,	*	IN THE
Mortgage Assignee,	*	CIRCUIT COURT
v.	*	FOR
SUPREME INVESTMENT CO.,	*	QUEEN ANNE'S COUNTY
Defendant.	*	Case No.: 88-0-1476
	*	

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

AFFIDAVIT OF DAWNE E. DAVIES

I, Dawne E. Davies, declare under the penalties of perjury, that the following statements are true, accurate and correct to the best of my knowledge, information and belief:

1. I am a Loan Executive of The First National Bank of Maryland (hereafter, "First National").

2. I am competent to be a witness and to testify to the matters and facts stated herein.

3. I have reviewed First National's Motion for an Order Requiring Disbursement of Surplus Proceeds (hereafter, the "Motion"), and each and every factual allegation contained therein is true, accurate and correct to the best of my knowledge, information and belief.

4. I have reviewed the exhibits attached to the Motion, and each exhibit constitutes a true and accurate copy of the document or writing which it purports to represent.

5. I have carefully reviewed the sums claimed by First National in its Motion, and those sums are true and accurate sums which are justly due and owing from the Defendant, Supreme Investment Co. (hereafter, the "Defendant"), to First National as

of October 12, 1988. Specifically, as of October 12, 1988, there is due and owing from the Defendant to First National, under the Loan Documents referenced in Movant's Motion, the sum of One Hundred Fifty-One Thousand Twenty Dollars and Fifty-Five Cents ($151,020.55), consisting of an unpaid principal balance of Ninety-Seven Thousand Two Hundred Ten Dollars and Forty-Four Cents ($97,210.44), interest through October 12, 1988 in the amount of One Thousand Four Hundred Four Dollars and Eleven Cents ($1,404.11) and costs, expenses and attorneys' fees in the amount of Fifty-Two Thousand Four Hundred and Six Dollars ($52,406.00). Interest will continue to accrue on the unpaid principal balance owed to First National under the Loan Documents at a rate of Thirty-Five Dollars and Ten Cents ($35.10) per day, until all amounts owed to First National under the Loan Documents are paid in full.

Dawne Evan Davies
DAWNE E. DAVIES, LOAN EXECUTIVE

STATE OF MARYLAND)
~~CITY~~/COUNTY OF Baltimore) TO WIT:

I HEREBY CERTIFY, that on this 13th day of October, 1988, before me, the Subscriber, a Notary Public of the State and local jurisdiction aforesaid, personally appeared Dawne E. Davies, known to me or satisfactorily proven to be the person whose name is subscribed to the within document, and declared and

acknowledged under oath, subject to the penalties of perjury, that the matters and facts set forth herein are true, accurate and correct to the best of her knowledge, information and belief.

WITNESS, My Hand and Notarial Seal.

Mary Mills
NOTARY PUBLIC

NOTARY PUBLIC BALTIMORE CO. MD. MARY MILLS

My Commission Expires:

July 1, 1990

c:\nma\6436.dda

PATRICK E. THOMPSON,	*	IN THE
Mortgage Assignee,	*	CIRCUIT COURT
v.	*	FOR
SUPREME INVESTMENT CO.,	*	QUEEN ANNE'S COUNTY
Defendant.	*	
	*	Case No.: 88-0-1476
	*	

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

ORDER REQUIRING DISBURSEMENT OF SURPLUS PROCEEDS FROM FORECLOSURE SALE

Upon consideration of the Motion for an Order Requiring Disbursement of Surplus Proceeds filed herein by the Movant, The First National Bank of Maryland (hereafter, "First National"), and the Affidavit submitted by First National in connection therewith, and it appearing that First National has an interest in the equity of redemption of the property which is the subject of this proceeding (hereafter, the "Subject Property"), and it further appearing that First National is entitled to have its lien against the Subject Property satisfied out of the surplus proceeds arising from the foreclosure sale of the Subject Property, after payment to prior lien holders, it is this 14th day of October, 1988, by the Circuit Court for Queen Anne's County,

ORDERED, that First National's claim against the Defendant, Supreme Investment Co., and the Subject Property, in the amount of One Hundred Fifty-One Thousand Twenty Dollars and Fifty-Five Cents ($151,020.55), plus interest after October 12, 1988 at a rate of Thirty-Five Dollars and Ten Cents ($35.10) per day, is hereby APPROVED; and it is further

ORDERED, that the Auditor, after allowing payment of claims of prior lien holders which are duly proven and approved by this Court, shall allow and authorize payment to First National of so much of the surplus proceeds arising from the foreclosure sale of the Subject Property as are necessary to satisfy the claim of First National; provided, however, that First National's claim shall be considered together with all other claims which are filed and approved in this case at the time when the Audit is prepared, and the surplus proceeds arising from the foreclosure sale of the Subject Property shall be distributed according to priority of all such claims, subject to exception in accordance with Maryland Rule 2-543(f).

Clayton C Carter

JUDGE, CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

c:@nma@6436.ORD

PATRICK E. THOMPSON Assignee	*	IN THE
	*	CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
SUPREME INVESTMENT COMPANY Defendant	*	Civil No. 88-01476

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

PETITION FOR ALLOWANCE OF CLAIM

HAROLD R. RIBAKOW, D.D.S. HR10 PLAN, Second Mortgagee, by and through its attorneys, Charles B. Zuravin and Zuravin and Weinberg, respectfully petitions this Honorable Court pursuant to Maryland Rule W75a, for allowance of its claim in the above captioned proceeding and represents:

1. That on the first day of June, 1988, the debtor, Supreme Investment Company, and owner of the subject property, executed a Second Mortgage secured by the subject property in the amount of Thirty Thousand ($30,000.00) Dollars, said mortgage being recorded in the Land Records of Queen Anne's County, Maryland in Liber No. 312 Folio 295, on September 8, 1988, a copy of same being attached hereto as Petitioner's Exhibit No. 1.

2. The note secured by the second mortgage is attached hereto and marked as Petitioner's Exhibit 2.

3. Prior to execution of the mortgage to the Petitioner, the property was subject to the purchase money mortgage held by Lee Hack, the default of which underlies this foreclosure. The property was also subject to an indemnity deed of trust held by the First National Bank of Maryland (FIRST), another Petitioner in this case.

4. An agreement was reached by Counsel for FIRST and Counsel for the debtor of FIRST that to the extent that the second mortgage created a lien on the real property, and in consideration of the fact that the funds from

the second mortgage realized by Supreme Investment Company, were to be paid over to FIRST, FIRST would in turn subordinate its indemnity deed of trust.

5. Counsel for the Petitioner, Charles B. Zuravin, Esquire, spoke to Counsel for FIRST on September 30, 1988, the day of the Assignee's sale of the subject property.. regarding the lack of filing the subordination agreement. Counsel for FIRST, Michael Gallerizzo, Esquire, assured Mr. Zuravin that FIRST would only claim the excess proceeds resulting from the sale after the Auditor would allow for costs of the sale, the claim of the Assignee, Patrick E. Thompson and a claim by your Petitioner, the Harold R. Ribakow, D.D.S., HR-10 Plan.

6. Mr. Gallerizzo filed FIRST's claim failing to mention the superior claim of your Petitioner, merely requesting to be paid surplus proceeds after superior lienors being satisfied.

7. That there is justly due and owing your Petitioner, Harold R. Ribakow, D.D.S., HR-10 Plan, as of November 1, 1988, the sum Thirty-One Thousand Five Hundred SEVENTY TWO ($31,572.84) Dollars and EIGHTY FOUR CENTS. Interest accrues on the outstanding balance of Thirty Thousand ($30,000.00) Dollars by an amount of Ten ($10.28) Dollars and TWENTY EIGHT CENTS per day.

WHEREFORE, your Petitioner requests that this Honorable Court pass an Order providing:

1. That the Petitioner's claim is allowed in the amount of its Statement;

2. That, if necessary, a hearing be scheduled to determine the relative priorities of Petitioner's second mortgage vis-a-vis FIRST's indemnity deed of trust;

3. Any other relief the nature of Petitioner's cause may require.

Charles B. Zuravin
Zuravin & Weinberg
Attorney for Petitioner
11032 Two Ships Court
Columbia, MD 21044
(301) 992-4799

DOCUMENT NO. 148,090

312 420

DEED OF TRUST

THIS DEED OF TRUST made this 1st day of June, 1988, between SUPREME INVESTMENT COMPANY, a Maryland General Partnership (the "Grantor"), and DAVID B. RUDOW and HOWARD A. RUBENSTEIN, Trustees (the "Trustees") for the benefit of HAROLD R. RIBAKOW, D.D.S. HRIO PLAN, (the "Lender").

W I T N E S S E T H :

WHEREAS, simultaneously with the execution and delivery of this Deed of Trust (henceforth referred to as "Deed of Trust"), the Grantor has borrowed from the Lender the full sum of Thirty Thousand Dollars ($30,000) (the "Principal Sum"), which Principal Sum the Grantor has issued its Deed of Trust Note of even date herewith, payable to the order of the Lender in the amount of the Principal Sum (which Deed of Trust Note, together with any extensions or renewals thereof or substitutions therefor, is hereinafter referred to as the "Note"), the Principal Sum and interest thereon to be payable at the time or times, in the manner and at the rate or rates stated in the Note; and

WHEREAS, by the execution and delivery of this Deed of Trust, the Grantor wishes and intends to secure (a) the full and punctual payment of (i) the full sum of Thirty Thousand Dollars ($30,000) (the "Indebtedness") and the interest thereon according to the terms of the Note, and (ii) certain other indebtedness as hereinafter set forth, and (b) the performance of, and compliance with, all of the terms, covenants, conditions, stipulations and agreements contained in the Note, this Deed of Trust and all other documents executed and delivered in connection with the borrowing hereinabove described.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar ($1), receipt of which is hereby acknowledged by the Grantor, the Grantor by these presents does hereby grant and convey unto the Trustees, and their successor or successors in trust all that lot or parcel of ground situate in Queen Anne's County, State of Maryland, and described more particularly in "Exhibit A" attached hereto and made a part hereof by reference, which lot or parcel or lots or parcels of ground are hereinafter referred to sometimes as the "Land."

TOGETHER with all right, title and interest of the Grantor, including any after-acquired title or reversion, in and to the Land or to beds of the ways, streets, avenues and alleys adjoining the Land; and

TOGETHER with all improvements and buildings now or hereafter erected or placed on the Land (which improvements and buildings are hereinafter collectively referred to sometimes as "Improvements"), and with all rents now or hereafter accruing from the Land and the Improvements; and

Unless specifically designated otherwise, the Land, the Improvements, and all other items and property described in the three (3) preceding paragraphs hereof shall hereinafter be collectively referred to as the "Premises."

TO HAVE AND TO HOLD the Premises unto and to the use of the Trustees, and their successors or successor in the Trusts, and their and each of their in fee simple forever.

044/801044

1988 SEP -9 AM 10:18

QUEEN ANNE'S COUNTY

RECORDING	14.00
POSTAGE	.50
RECD TAX	132.00
SUBTOTAL	168.50
CHECK/MO	168.50

#113020 C001 R00 T10:13

PETITIONER'S EXHIBIT NO. 1

BUT IN TRUST, NEVERTHELESS to secure to the Lender or to the Trustees for the benefit of the Lender (a) the payment of all sums of money secured hereby (herein collectively referred to as the "Indebtedness") which shall include, but not be limited to, (i) all sums of money due or to become due under the Note, (ii) all other moneys now or hereafter advanced or expenses paid by the Trustees or by the Lender as herein provided, and (iii) all costs, expenses, charges, liabilities, commissions, half-commissions, and attorneys' fees now or hereafter chargeable to, or incurred by, or disbursed by, the Trustees, the Lender or the Grantor as provided for herein, in the Note or by applicable law, and (b) the Grantor's performance of and compliance with all of the terms, covenants, conditions, stipulations and agreements contained herein and in the Note, express or implied.

PROVIDED HOWEVER, that subject to any provisions hereof to the contrary, the Grantor shall have the right to remain in quiet and peaceful possession of the Premises until default hereunder.

PROVIDED, FURTHER, that if the Borrower shall pay the Note in full or if the Grantor shall pay to the Lender in full the Indebtedness at the time and in the manner stipulated in this Deed of Trust and the Note, then and in either such case, the estate, right, title and interest of the Trustees or of the Lender in the Premises shall cease and become void.

AND THIS DEED OF TRUST FURTHER WITNESSETH, that the Grantor has covenanted and agreed and does hereby covenant and agree with the Trustees and with the Lender as follows, and stipulates that a breach of any of the following representations, warranties, covenants and agreements shall be deemed a breach of a material condition of this Deed of Trust:

1. To punctually and duly pay all moneys when and as due and payable in accordance with the terms of the Note, and to pay when and as due and payable all other Indebtedness secured hereby and all other sums which may become due and payable under the terms hereof.

2. To pay in full and discharge before delinquency and before any penalty for non-payment attaches thereto (and under protest in the manner required by statute of any thereof which Grantor desires to contest), all taxes, ground rents, water rents, sewer rents, assessments and other charges and levies now or hereafter assessed or levied on the Premises or any part thereof (all of which are hereinafter collectively referred to as the "Taxes").

3. To keep the Premises insured against loss or damage by fire, windstorm, and such other hazards and risks as may be required by the Lender, in forms and amounts satisfactory to and in insurance companies approved by the Lender, and with the policies endorsed with the standard form of mortgagee clause providing that loss shall be payable to the Lender. Any sums payable under such policies shall, at the Lender's sole option, be applied in reduction of the Indebtedness hereby secured or to the restoration, repair or replacement of the Premises or any part thereof. Such policies shall be directed to and held by the Lender without liability. Renewal policies and any replacement policies shall be delivered seven (7) days prior to the expiration of the existing policies. The premiums for all such policies are to be paid and so marked. Upon foreclosure of this Deed of Trust or other acquisition of the Premises or any part thereof by the Lender, said policies shall become the absolute property of the Lender.

4. That if the Grantor fails to pay any of the taxes associated with the Premises, when due, or to keep the Premises insured as herein agreed, the Lender may pay such taxes or insure the Premises against such risks and in such amounts as the Lender considers adequate. The Grantor shall pay on demand to the Lender any sum or sums so paid by the Lender together with interest thereon at the rate of ten percent (10%) per annum from the date advanced until paid in full, and any such sum or sums shall become a part of the Indebtedness secured hereby.

5. That Grantor warrants specially the title to the Premises and shall execute such further assurances as may be requisite.

6. To keep and maintain the Premises and each part thereof in good order, condition and repair, and will not permit or suffer any waste of the Premises or any part thereof. The Grantor shall not remove, demolish, or materially alter the Improvements or the fixtures or any parts thereof without the prior written consent of the Lender.

7. At all times (a) to keep the Premises free from all liens, security interests, encumbrances and claims of every kind and nature other than those permitted in writing by the Lender, and (b) without the prior written consent of the Lender, the Grantor will not permit any lien, security interest, encumbrance or claim to accrue or remain on the Premises or any part thereof which may be inferior or junior to the lien and/or security interest of this Deed of Trust.

8. To comply with, perform and carry out the terms, covenants, conditions, stipulations and agreements contained in the Note, and to comply with and not violate all laws, ordinances and regulations affecting the Premises or any part thereof or any use thereof.

9. That should all or any part of the Premises be condemned or taken through eminent domain proceedings, all or such part of any award or proceeds thereof as the Lender may require are hereby assigned by the Grantor to the Lender as additional security for the Indebtedness and shall be paid to the Lender for application to the payment of the Indebtedness in such manner as the Lender in Lender's sole discretion may require.

10. The occurrence of one or more of the following events (herein sometimes referred to as "events of default") shall constitute a default hereunder, and all such events of default are individually and collectively included in the term "default" as used herein:

(a) If the Grantor shall fail to pay promptly any moneys payable under the Note when and as the same shall become due and payable as provided herein or in the Note.

(b) If the Grantor shall fail duly to perform, comply with or observe any of the terms, covenants, conditions, stipulations or agreements of this Deed of Trust or the Note.

(c) If a default (as defined therein) shall occur under the terms of the Note.

(d) If by order of a court of competent jurisdiction, a Receiver or Liquidator or Trustee of the Grantor or any of the Grantor's property, shall be

appointed, and shall not have been discharged within thirty (30) days, or, if by decree of such a court, the Grantor shall be adjudicated bankrupt or insolvent or any of Grantor's property shall have been sequestered, and such decree shall remain undischarged and unstayed for thirty (30) days after the entry thereof, or if the Grantor shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against the Grantor under any such law, or if the Grantor shall make an assignment for the benefit of creditors, or shall admit in writing an inability to pay debts generally as they become due, or shall consent to the appointment of a Receiver or Trustee or Liquidator of the Grantor or of all or any part of the Grantor's property.

11. If one or more events of default shall occur, then and in each and every case, the Lender or the Trustees, at the discretion of the Lender, may at any time thereafter exercise any of the following powers, privileges, discretions, rights or remedies:

(a) Declare (without notice to the Grantor), the entire amount of all moneys payable or to be payable under the Note and all other Indebtedness secured hereby to be immediately due and payable, whereupon the same shall forthwith become due and payable together with interest accrued thereon, without presentment, demand, protest or notice of protest or of dishonor, all of which the Grantor hereby waives.

(b) The Trustees may sell the Premises and the Grantor hereby (i) assents to the passage of a decree by the equity court having jurisdiction for the sale of the Premises, and (ii) authorizes and empowers (upon the maturity of the Indebtedness as herein provided) the Trustees to sell (or in case of any default of any purchaser to resell) the Premises, all in accordance with the Maryland Rules of Procedure or of any other law of the State of Maryland or rule of court relating to deeds of trust, including any amendments thereof, or additions thereto, which do not materially change or impair the remedy; and that in case of any sale under this Deed of Trust, by virtue of judicial proceedings or otherwise, the Premises may be sold upon such terms and conditions, in such parcels at such time and place and after such previous public advertisement as the Trustees shall deem advantageous and proper and as required by the Maryland Rules. Upon the terms of such sale being complied with, the Trustees shall convey the Premises so sold 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). The proceeds of such sale or sales shall be held by the Trustees and applied as follows: First, to pay all costs, charges and expenses attending the execution of this trust or any sale made as aforesaid, including reasonable counsel fees to the attorneys representing the Lender and the Trustees, and including a trustees' commission equal to the commission allowed trustees for making sales of property under decrees of the equity court having jurisdiction; second, to pay all Indebtedness secured hereby and all interest then due and accrued thereon; and lastly, to pay the surplus, if any, to the Grantor upon surrender and delivery of the Premises, and less the cost, if any, of obtaining possession. Immediately upon the first insertion of any advertisement or notice of sale, there shall be and become due and owing by the Grantor all expenses incident to any foreclosure proceedings under this Deed of Trust and a commission on the total amount of the Indebtedness equal to one-half (1/2) of the percentage allowed as commission to trustees making sale under orders or decrees of the equity court having jurisdiction, and no person shall be required to receive only the aggregate Indebtedness then secured hereby with interest thereon to the date of

payment unless the same be accompanied by a tender of the said expenses, costs and commission.

(c) As a matter of right and to the extent permitted by law, without notice to the Grantor, and without regard to the adequacy of the security, to the immediate appointment of a receiver for all or any part of the Premises, and of the rents, income, profits, issues and proceeds thereof and therefrom, whether such receivership be incidental to a proposed sale of the Premises or otherwise, and the Grantor hereby consents to the appointment of such a receiver.

12. Each right, power and remedy of the Trustees or of the Lender provided for in this Deed of Trust or in the Note, or in any instrument or agreement executed by the Borrower or other persons in respect to the Note now or hereafter existing at law or in equity or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Deed of Trust or the Note or in any such other instrument or agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise or the exhaustion by the Trustees or by the Lender of any one or more of the rights, powers or remedies provided for in this Deed of Trust or the Note, or in any such other instrument or agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the Trustees or by the Lender of any or all such other rights, powers or remedies.

13. No failure or delay by the Trustees or by the Lender to insist upon the strict performance of any term of this Deed of Trust or the Note, or to exercise any right, option, power or remedy consequent upon a breach of any such term, shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Deed of Trust or the Note, each of which shall continue in full force and effect with respect to any other then existing or subsequent breach. By accepting payment of any of the Indebtedness in whole or in part in any one or more instances after its due date, neither the Trustees nor the Lender shall be deemed to waive default or the right either to require prompt payment when due of all other amounts payable hereunder or under the Note, or payment of any such other amount. Acceleration of maturity of the Indebtedness, once declared by the Lender or by the Trustees may, at the option of the Lender or of the Trustees, be rescinded and annulled by written notice to the Grantor and the event of default causing such acceleration may be waived, but no such rescission and annulment and waiver shall in any way effect any subsequent default or shall impair any right, remedy, power, option, discretion or privilege consequent thereon.

14. The Lender, without impairing, effecting or releasing the lien and/or security interest of this Deed of Trust, or the Indebtedness secured hereby or the rights and remedies of the Trustees and Lender hereunder, may, without notice to or the consent of the Grantor, grant indulgences, renew, extend, substitute, modify, amend, change, release, or waive any of the terms, conditions, covenants, or agreements of, or security for, this Deed of Trust or the Note, or any instrument or agreement executed by the Borrower with respect to the Note or any instrument or agreement executed by any other person obligated for the payment of all or any part of the Note.

15. That if at any time the United States of America shall require internal revenue stamps to be affixed to the Note, the Grantor will pay for the same with any interest or penalties imposed in connection therewith.

16. That Lender and any person authorized by Lender shall have the right to enter and inspect the Premises at all reasonable times.

17. That, if the Lender or the Trustees shall incur any expense or expend any moneys, including reasonable attorneys' fees whether in connection with any action or proceeding or not, to sustain the lien and/or security interest of this Deed of Trust or its priority, or to protect or enforce any of its rights hereunder, or to recover any Indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the Premises, the Grantor shall pay on demand to the Lender or the Trustees (as the case may be) the amount of any such expenses or moneys together with interest thereon from the date incurred or expended until paid in full at the rate of ten percent (10%) per annum, and such amount shall become part of the Indebtedness secured hereby.

18. The Lender shall have the irrevocable power to remove, substitute or add a trustee or trustees hereunder, at its option, with or without cause or notice as often and whenever the Lender deems it advisable by filing or recording in the office where this Deed of Trust is recorded a deed of appointment.

19. That wherever used in this Deed of Trust, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "person" shall mean "an individual, corporation, partnership or unincorporated association," and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other. If the Grantor is two (2) or more persons, the term "Grantor" shall refer to all of the persons signing this Deed of Trust as a Grantor, and to each of them, and all of them are jointly and severally bound, obligated and liable hereunder. The Trustees or the Lender may release, compromise, modify or settle with any of the Grantor, in whole or in part, without impairing or affecting the obligations and liabilities of the others of the Grantor hereunder or under the Note, all of which shall remain in full force and effect. Any of the acts mentioned in this Deed of Trust may be done without the approval or consent of, or notice to, the Grantor.

20. That this Deed of Trust cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

21. The indebtedness secured by the Note has been incurred solely for the purpose of acquiring a business or commercial investment within the meaning the Section 12-103(e) of the Commercial Law Article of the Annotated Code of Maryland.

WITNESS the signature of the Grantor the day and year first above written.

WITNESS:

SUPREME INVESTMENT COMPANY,
a Maryland general partnership

By: _____ (SEAL)
RICHARD BUTT

Grantor

044/801044

LIBER 312 PAGE 426

STATE OF MARYLAND)
City) to wit:
OF Baltimore

I HEREBY CERTIFY, that on this 22nd day of ~~June~~ August, 1988, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared RICHARD BUTT, who acknowledged himself to be the President of SUPREME INVESTMENT COMPANY, a Maryland general partnership, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as President.

WITNESS my hand and Notarial Seal.

Donna L. Murrill
Notary Public

My Commission Expires:
7/1/90

BALTIMORE CO. MD. NOTARY PUBLIC DONNA L. MURRILL

044/801044

DEED OF TRUST NOTE

$30,000

Baltimore, Maryland
June 1, 1988

FOR VALUE RECEIVED, the undersigned, SUPREME INVESTMENT COMPANY, a Maryland general partnership (the "Borrower"), promises to pay to the order of HAROLD R. RIBAKOW, D.D.S. HR10 PLAN, (the "Lender"), at such place as the holder of this Deed of Trust Note (the "Note") may from time to time designate, the principal sum of Thirty Thousand Dollars ($30,000), together with interest thereon at the rate hereafter specified and any and all other sums which may be owing to the holder of this Note by the Borrower, on or before July 1, 2013, which date shall be the final and absolute due date of this Note (the "Maturity Date"). The following terms shall apply to this Note:

1. Interest Rate - This Note shall bear interest (calculated on the basis of a three hundred sixty-five (365) day year factor applied to actual days elapsed) at the initial rate of twelve and one-half percent (12 1/2%), the "Initial Interest Rate", and thereafter at a floating per annum rate of interest equal at all times to three percent (3%) per annum in excess of the Prime Rate, hereinafter defined. Changes in the rate of interest applicable to this Note shall be effective simultaneously with any change in the foregoing index. The term "Prime Rate of Interest" as used herein means the floating and fluctuating per annum Prime Rate of interest as published in The Wall Street Journal, or if unavailable, then the Prime Rate as published in any other nationally recognized financial journal acceptable to the Lender.

2. Application of Payments - All payments made hereunder shall be applied first to late penalties or other sums owing the holder, next to accrued interest, and then to principal.

3. Repayment - Commencing July 1, 1988, the Borrower shall repay the indebtedness in three hundred (300) consecutive monthly installments due and payable on the first day of each and every month.

(a) Months 1-12: During months 1-12, the Borrower shall make equal installment payments to the Lender consisting of principal and interest in the amount of Three Hundred Twenty-Seven Dollars and Eleven Cents ($327.11).

(b) Months 13-300: During months 13-300, the monthly payments of principal and interest will reflect changes in the unpaid principal of the Loan and in the interest rate. The Holder will determine a new interest rate and the changed amount of the monthly payment as hereinafter provided.

(c) Change Date: The interest rate may change on the 1st day of June, 1989 and on that day every twelve (12) months thereafter. Each date on which the interest rate could change shall be called the "Change Date." Before each Change Date, the Holder will calculate the new interest rate by adding three (3) percentage point(s) to the current Prime Rate. Subject to the limits stated below, this amount will be the new interest rate until the next Change Date. The Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that is owed at the Change Date in full on

044/801080

PETITIONER"S EXHIBIT No. 2

the maturity date at the new interest rate in substantially equal payments. The result of this calculations will be the new amount of the monthly payment. The new interest rate will become effective on each Change Date. The amount of the new monthly payment shall be paid beginning on the first monthly payment due after the Change Date until the amount of the monthly payment changes again.

(d) Notice of Changes: The Holder will deliver or mail a notice of any changes in the interest rate and the amount of the monthly payment before the effective date of any change. The notice will include information required by law to be given and also the title and telephone number of a person who will answer any questions regarding the notice.

4. Prepayment - This Note may be prepaid without premium or penalty at the option of the Borrower, in whole or in part, at any time.

5. Late Payment Penalty - Should any payment of interest, or principal and interest, due hereunder be received by the holder of this Note more than ten (10) days after its due date, the Borrower shall pay a late payment equal to two percent (2%) of the amount then due for each month or portion of a month until paid.

6. Acceleration Upon Default - Upon a default in the payment of any installment of interest, or of principal and interest, or in the performance of any of the conditions or terms of the Deed of Trust of even date herewith which secures this Note, or in any of the covenants, conditions or terms of any obligation, indebtedness or liability for borrowed money of the Borrower to the Lender (collectively, the "Obligations"), which default is not cured or discharged within the applicable grace period, if any (an "Event of Default"), the holder may, in the holder's sole and absolute discretion and without notice or demand, declare the entire unpaid balance of principal plus accrued interest and any other sums due hereunder immediately due and payable.

7. Confession of Judgment - Upon any default hereunder or under any of the Obligations, which default is not cured or discharged within any applicable grace period, the Borrower authorizes any attorney admitted to practice before any court of record in the United States on behalf of the Borrower to confess judgment against the Borrower in the full amount due on this Note plus fifteen percent (15%) attorneys' fees. The Borrower agrees that venue shall be proper in the Circuit Court of any County of the State of Maryland or in the Circuit Court for Anne Arundel County. The Borrower waives the benefit of any and every statute, ordinance, or rule of court which may be lawfully waived conferring upon the Borrower any right or privilege of exemption, stay of execution, or supplementary proceedings, or other relief from the enforcement or immediate enforcement of a judgment or related proceedings on a judgment.

8. Interest Rate After Judgment - If judgment is entered against the Borrower on this Note, the amount of the judgment entered (which may include principal, interest, default interest, late charges, fees and costs) shall bear interest at the highest rate authorized under this Note as of the date of entry of the judgment.

9. Expenses of Collection - Upon any Event of Default, which default is not cured or discharged within any applicable grace period, this Note may be referred to an attorney for collection, whether or not judgment has been confessed or suit has been filed, and the Borrower shall pay all of the holder's reasonable costs,

fees, and expenses resulting from such referral, including actual attorneys' fees, even though judgment has not been confessed or suit has not been filed.

10. Waiver of Defenses - In the event that the holder of this Note transfers this Note for value, the Borrower agrees that all subsequent holders of this Note, other than affiliated parties or successors, shall not be subject to any claims or defenses which the Borrower may have against a prior holder, all of which are waived as to the subsequent holder, and that all subsequent holders shall have all the rights of a holder in due course with respect to the Borrower even though the subsequent holder may not qualify, under applicable law, absent this paragraph, as a holder in due course.

11. Waiver of Protest - The Borrower, and all parties to the Note, whether maker, endorser, or guarantor, waive demand, presentment, notice of dishonor and protest.

12. Extensions of Maturity - All parties to this Note, whether maker, endorser, or guarantor, agree that the maturity of this Note, or any payment due hereunder, may be extended at any time or from time to time and any part or parts of the security herefore may be released without releasing, discharging, or affecting the liability of such party.

13. Security - This Note is secured by a Deed of Trust of even date herewith from the Borrower to the Trustees named therein with respect to certain real and personal property described therein.

14. Commercial Loan - The Borrower warrants that this Note is executed in connection with a loan made solely to acquire or carry on a business or commercial enterprise of the Borrower.

15. Choice of Law and Consent to Jurisdiction - This Note shall be governed, construed and enforced in strict accordance with the internal laws of the State of Maryland. The Borrower consents to the jurisdiction of the courts of the State of Maryland and to the jurisdiction of the United States District Court for the District of Maryland, if diversity of citizenship exists.

16. Gender - As used herein, the terms "Borrower" and "Holder" include the singular and plural and refer to all genders.

17. Severability Clause - In case any provision (or any part of any provision) contained in this Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Note but this Note shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or unenforceable.

18. Successors and Assigns - The provisions contained in this Note shall be binding on the Borrower, its successors and assigns.

IN WITNESS WHEREOF, this Note has been executed by the Borrower under seal as of the day and year first above written.

UBIR 20 PAGE 63

WITNESS:

SUPREME INVESTMENT COMPANY

By: _____ (SEAL)
RICHARD BUTT

PATRICK E. THOMPSON Assignee	*	IN THE
	*	CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
SUPREME INVESTMENT COMPANY Debtor	*	Civil No. 88-01476

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

STATEMENT OF CLAIM

NOW COMES HAROLD R. RIBAKOW, TRUSTEE FOR THE HAROLD R. RIBAKOW, D.D.S., HR-10 PLAN, who being competent to testify of his own personal knowledge, says:

1. As Trustee for the Harold R. Ribakow, D.D.S., HR-10 Plan, Harold Ribakow loaned Thirty Thousand ($30,000.00) Dollars of the Plan's funds to Supreme Investment Company which was secured in part by a second Mortgage on the property subject to foreclosure in this proceeding and fully described in said second mortgage, from Supreme Investment Company to the Plan. Said Mortgage was prepared by Sarah E. Longson, Esquire of the law firm of Adelberg, Rudow, Dorf, Hendler and Sameth in Baltimore, Maryland and ultimately filed on September 9, 1988 in the Land Records of Queen Anne's County in Liber No. 312, Folio 420.

2. I spoke to Richard W. Butt, a general partner of the Supreme Investment Company as well as Ms. Longson, Esquire. Both assured me that the PLan's Note and Mortgage were to be given a superior position to First National Bank's claim which I had been promised was to be subordinated to the Harold R. Ribakow, D.D.S., HR-10 Plan's Note and Mortgage.

3. That the Note secured by the Mortgage provided for Twelve Percent Annual Interest.

4. That there have never been any payments made on the Note and there is outstanding the original principal of Thirty Thousand ($30,000.00) Dollars and interest accruing at a rate of Ten ($10.00) each day.

5. As of November 1, 1988 there is owed to the Harold R. Ribakow, D.D.S., HR-10 Plan, the amount of Thirty One Thousand Five Hundred Thirty ($31,530.00). That the total debt due to the Plan is said amount plus Ten ($10.00) each day until distribution is made by the Representative of this Honorable Court.

I, hereby acknowledge and certify that the information contained in this Statement is true and correct.

I, Harold R. Ribakow, Trustee for the Harold R. Ribakow, D.D.S., HR-10 Plan, do solemnly declare and affirm under the penalty of perjury that the facts and statements contained herein are true and correct to the best of my knowledge, information and belief.

HAROLD R. RIBAKOW, Trustee
for the Harold R. Ribakow,
D.D.S., HR-10 Plan.

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PATRICK E. THOMPSON Assignee	*	IN THE
	*	CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
SUPREME INVESTMENT COMPANY Debtor	*	Civil No. 88-01476

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

REQUEST FOR HEARING

The Petitioner, Harold R. Ribakow, D.D.S., HR-10 Plan, requests that if First National Bank of Maryland or any other party objects to this Court's recognizing Petitioner's priority as behind only the Purchase Money Mortgage held by the assignee Patrick E. Thompson, and costs of the foreclosure sale then its priority be determined only after a hearing before this Honorable Court.

Charles B. Zuravin
Zuravin & Weinberg
Attorney for Petitioner
11032 Two Ships Court
Columbia, Maryland 21044
(301) 992-4799

I HEREBY CERTIFY, that on this ~~18~~ 24th day of October, 1988, a copy of the aforegoing Petition for Allowance of Claim, Statement of Claim, Order and Request for Hearing were mailed in a postage paid envelope to Patrick E. Thompson, Esquire, Assignee, at Rt. 2, Box 522B, Grasonville, Maryland 21638; Michael Gallerizzo, Esquire, at Law Offices of Gallerizzo and Smith,

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The World Trade Center Building 9th Floor, Baltimore MD 21202 and Sarah Longson, Esquire, at the Law Offices of Adelberg, Rudow, Dorf, Hendler and Sameth, 600 Mercantile Trust Building, Baltimore, MD 21201.

Charles B. Zuravin

PATRICK E. THOMPSON Assignee	*	IN THE
	*	CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
SUPREME INVESTMENT COMPANY Debtor	*	Civil No. 88-01476

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

ORDER

UPON consideration of the Petition for Allowance of Claim and Statement of Claim of Harold R. Ribakow, Trustee of the Harold R. Ribakow, D.D.S., HR-10 Plan made under oath, and it appearing that the Harold R. Ribakow, D.D.S., HR-10 Plan, has an interest in the equity of redemption of the property which is the subject of this proceeding, and it further appearing that the Harold R. Ribakow, D.D.S., HR-10 Plan is entitled to have its lien fully satisfied out of the surplus proceeds resulting from the foreclosure sale of such property, after payment to the holder of the Purchase Money Mortgage, the assignee, Patrick E. Thompson, it is this _____ day of _____, 1988, in the Circuit Court for Queen Anne's County,

ORDERED, ADJUDGED AND DECREED that the claim of Harold R. Ribakow, D.D.S., HR-10 Plan, against Supreme Investment Company and the subject property, in the amount of ONE HUNDRED THIRTY ONE THOUSAND FIVE HUNDRED SEVENTY TWO DOLLARS and EIGHTY FOUR ($131,572.84) CENTS, be allowed plus interest after November 1, 1988 at a rate of TEN DOLLARS and TWENTY EIGHT ($10.28) CENTS is hereby approved; and

IT IS FURTHER ORDERED that the Auditor, after allowing payment of Patrick E. Thompson and costs of the foreclosure sale, shall allow and authorize payment to the Harold R. Ribakow, D.D.S., HR-10 Plan, of so much

of the surplus proceeds as are necessary to satisfy the claim of the Harold R. Ribakow, D.D.S., HR-10 Plan, as provided by law subject to exceptions.

JUDGE, Circuit Court for
Queen Anne's County

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PATRICK E. THOMPSON, Assignee	*	IN THE
Plaintiff,	*	CIRCUIT COURT
v.	*	FOR
SUPREME INVESTMENT COMPANY,	*	QUEEN ANNE'S COUNTY
Defendant.	*	Civil No. 88-01476

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

OBJECTION TO PETITION
FOR ALLOWANCE OF CLAIM

The First National Bank of Maryland (hereinafter "FNB"), by its attorneys, Michael G. Gallerizzo, Paul J. Cohen and Gebhardt & Smith, objects to the Petition for Allowance of Claim (hereinafter "Petition"), filed by Harold R. Ribakow, D.D.S. HR10 Plan (hereinafter "Ribakow"). For the reasons set forth below, Ribakow's Petition, and the claim asserted therein, should be denied.

By its Petition, Ribakow asserts that it is the holder of a second mortgage (hereinafter the "Second Mortgage") on certain property (hereinafter the "Property") formerly owned by the Defendant, Supreme Investment Company (hereinafter "Supreme"). The Second Mortgage, in the original amount of Thirty Thousand Dollars ($30,000.00), was executed by Supreme on June 1, 1988, as security for a Note contemporaneously executed in the same amount.[1] Ribakow further asserts that Supreme's property was

1 In its Petition, Ribakow indicates that copies of both the Second Mortgage and the Note were attached as Exhibit Nos. 1 and 2, respectively. However, the copy of the Petition served on FNB did not contain either of these Exhibits.

also subject to a first priority purchase money mortgage held by Lee Hack, and a second priority Indemnity Deed of Trust held by FNB. Ribakow states that an agreement was reached between FNB and Ribakow, whereby FNB would subordinate its Indemnity Deed of Trust to the Second Mortgage, and would agree to be paid the surplus proceeds from the sale of the Property at foreclosure after the superior lienors, including Ribakow, had been paid from the proceeds of sale. Finally, Ribakow asserts that it is owed the sum of Thirty-One Thousand Five Hundred Seventy-Two Dollars and Eighty-Four Cents ($31,572.84), which amount includes a principal balance of Thirty Thousand Dollars ($30,000.00), plus interest of One Thousand Five Hundred Seventy-Two Dollars and Eight-Four Cents ($1,572.84), accruing at the rate of Ten Dollars and Twenty-Eight Cents ($10.28) per day.

The Court should disallow the claim of Ribakow. Although FNB does not dispute that it has agreed to subordinate its Indemnity Deed of Trust to the Second Mortgage, it objects to Ribakow's calculations regarding the amount of the indebtedness owed to it by Supreme. In the first instance, Ribakow claims both in its Petition and proposed Order, that the accrued interest on the indebtedness totals One Thousand Five Hundred Seventy-Two Dollars and Eighty-Four Cents ($1,572.84), and that there is a per diem of Ten Dollars and Twenty-Eight Cents ($10.28). Both of these figures are incorrect. The per diem on the indebtedness of Supreme, which is based upon a 12% annual rate of interest under the Note, is, in actuality, Nine Dollars

and Eighty-Six Cents ($9.86). Thus, the accrued interest from June 1, 1988 through October 23, 1988, the date of filing of the Petition, totals One Thousand Four Hundred Thirty Dollars and Thirteen Cents $1,430.13), instead of the amount incorrectly claimed by Ribakow. The lack of clarity with respect to Ribakow's calculations is additionally evidenced by the Statement of Claim (hereinafter the "Claim") filed by Ribakow in support of its Petition. The Claim indicates that the per diem is Ten Dollars ($10.00), and that the accrued interest due and owing as of November 1, 1988 is One Thousand Five Hundred Thirty Dollars ($1,530.00). Until Ribakow presents this Court and FNB with accurate figures and calculations, it is impossible for FNB to determine its entitlement with respect to the surplus proceeds of sale.

An even more egregious miscalculation by Ribakow occurs with respect to the total amount of the claim asserted by Ribakow. In the first ordering paragraph of the proposed Order, Ribakow seeks allowance of its claim in the amount of One Hundred Thirty-One Thousand Five Hundred Seventy-Two Dollars and Eighty-Four Cents ($131,572.84). Obviously, this figure constitutes a gross miscalculation, and in fact, ignores the amount claimed by Ribakow in paragraph 7 of its Petition. The fact that there is a serious disparity with respect to the actual amount of Ribakow's claim is underscored by the fact that paragraph 5 of Ribakow's Claim indicates that the actual amount due and owing Ribakow is Thirty-One Thousand Five Hundred Thirty Dollars ($31,530.00).

Again, this figure is completely at odds with those stated both in the Petition and in the proposed Order.

The failure of Ribakow to present to the Court accurate figures with respect to its claim is extremely prejudicial to FNB, which, by virtue of the agreement referenced in the Petition, is to receive the surplus proceeds of the sale of the property. Given the inconsistencies which exist in Ribakow's Petition, Claim, and proposed Order, there is a strong likelihood that Ribakow will receive an amount greater than its entitlement, thus resulting in the receipt by FNB of surplus proceeds in a lesser amount that its entitlement. Accordingly, the Court should deny Ribakow's Petition until such time as Ribakow can present this Court with accurate and verifiable calculations regarding the amount of its indebtedness, including, but not limited to, accrued interest and the per diem.

WHEREFORE, the First National Bank of Maryland respectfully requests that this Court enter an Order denying the Petition for Allowance of Claim, filed in this proceeding by Harold R. Ribakow, D.D.S. HR10 Plan.

Michael G. Gallerizzo

MICHAEL G. GALLERIZZO

Paul J. Cohen

PAUL J. COHEN

Gebhardt & Smith

GEBHARDT & SMITH
The World Trade Center
9th Floor

20 71

Baltimore, Maryland 21202
(301) 385-5046

Attorneys for The First National
Bank of Maryland

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 25th day of October, 1988, a copy of the foregoing Objection to Petition for Allowance of Claim was hand-delivered to Charles B. Zuravin, Esquire, Zuravin & Weinberg, 11032 Two Ships Court, Columbia, Maryland 21044, Attorneys for Petitioner.

Paul J. Cohen

PAUL J. COHEN

C:•pjc•6436.OTP

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PATRICK E. THOMPSON Assignee	*	IN THE
	*	CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
SUPREME INVESTMENT COMPANY Defendant	*	Civil No. 88-01476

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

AMENDMENT TO PETITION FOR ALLOWANCE OF CLAIM

HAROLD R. RIBAKOW, D.D.S. HR10 PLAN, Second Mortgagee, by and through its attorneys, Charles E. Zuravin and Zuravin and Weinberg, respectfully amens its petition previously filed with this Honorable Court pursuant to Maryland Rule W75a, for allowance of its claim in the above captioned proceeding and represents:

1. That on or about October 23, 1988, Petitioner filed its Petition for Allowance of Claim with respect to a Second Mortgage which had been made to the Defendant in this proceeding, Supreme Investment Company. The second mortgage in question was recorded in the Land Records of Queen Anne's County, Maryland in Liber No. 312 Folio 295, on September 8, 1988, a copy of same was attached to Petitioner's original Petition as Petitioner's Exhibit No. 1.

2. The note secured by the second mortgage, called for Twelve and one half (12 1/2%) per cent annual interest on the outstanding principal, the interest to be computed on a Three Hundred Sixty Five (365) day year and was attached to Petitioner's original Petition and marked as Petitioner's Exhibit 2.

3. Prior to execution of the mortgage to the Petitioner, the property was subject to the purchase money mortgage held by Lee Hack, the default of which underlies this foreclosure. The property was also subject to, an

indemnity deed of trust held by the First National Bank of Maryland (FIRST), another Petitioner in this case.

4. As alleged in Petitioner's original Petition, an agreement was reached by FIRST and the debtor of FIRST that to the extent that the second mortgage created a lien on the real property, and in consideration of the fact that the funds from the second mortgage to be realized by Supreme Investment Company, were to be paid over to FIRST, FIRST would in turn subordinate its indemnity deed of trust. This allegation of superior priority is admitted in FIRST's Objection to Petition for Allowance of Claim filed by FIRST on or about the 25th day October, 1988.

7. That there is justly due and owing your Petitioner, Harold R. Ribakow, D.D.S., HR-10 Plan, as of the date of Sale, September 30, 1988, the sum Thirty-One Thousand Two Hundred Fifty Four ($31,254.16) Dollars and Sixteen Cents. Interest accrues on the outstanding balance of Thirty Thousand ($30,000.00) Dollars by an amount of Ten ($10.28) Dollars and Twenty Eight Cents per day.

8. The Objection filed by First was predicated on the fact that Petitioner's original Petition and Statement of Claim contained some numerical inconsistencies. Such inconsistencies are in fact in existence. The filing of this Amended Petition and Statement of Claim is meant to rectify such inconsistencies and withdraw Petitioner's Request for Hearing

now that FIRST has admitted its agreement to subordinate its claim to that of Petitioner.

WHEREFORE, your Petitioner requests that this Honorable Court pass an Order providing:

1. That the Petitioner's claim is allowed in the amount of its Statement;

2. Any other relief the nature of Petitioner's cause may require.

Charles B. Zuravin
Zuravin & Weinberg
Attorney for Petitioner
11032 Two Ships Court
Columbia, MD 21044
(301) 992-4799

I HEREBY CERTIFY, that on this 28th day of October, 1988, a copy of the aforegoing Amendment to Petition for Allowance of Claim, Amended Statement of Claim and Amended Order were mailed in a postage paid envelope to Patrick E. Thompson, Esquire, Assignee, at Rt. 2, Box 522B, Grasonville, Maryland 21638; Michael Gallerizzo, Esquire, at Law Offices of Gebhardt and Smith, The World Trade Center Building, 9th Floor, Baltimore, Maryland 21202.

Charles B. Zuravin

I 20 78 I

PATRICK E. THOMPSON Assignee	*	IN THE
	*	CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
SUPREME INVESTMENT COMPANY Debtor	*	Civil No. 88-01476

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

STATEMENT OF CLAIM

NOW COMES HAROLD R. RIBAKOW, TRUSTEE FOR THE HAROLD R. RIBAKOW, D.D.S., HR-10 PLAN, who being competent to testify of his own personal knowledge, says:

1. As Trustee for the Harold R. Ribakow, D.D.S., HR-10 Plan, Harold Ribakow loaned Thirty Thousand ($30,000.00) Dollars of the Plan's funds to Supreme Investment Company which was secured in part by a second Mortgage on the property subject to foreclosure in this proceeding and fully described in said second mortgage, from Supreme Investment Company to the Plan. Said Mortgage was filed on September 9, 1988 in the Land Records of Queen Anne's County in Liber No. 312, Folio 420.

2. I was assured that the Plan's Note and Mortgage were to be given a superior position to the indemnity deed of trust previously filed by First National Bank.

3. That the Note secured by the Mortgage provided for Twelve and One Half Percent Annual Interest to be computed on a Three Hundred Sixty Five Day year.

4. That there have never been any payments made on the Note and there is outstanding the original principal of Thirty Thousand ($30,000.00) Dollars and interest accruing at a rate of Ten ([illegible]) Dollars and Twenty Eight Cents each day.

5. As of the date of Sale of the subject property by the Assignee, September 30, 1988, there is owed to the Harold R. Ribakow, D.D.S., HR-10 Plan, the amount of Thirty One Thousand Two Hundred Fifty Four ($31,254.16) and Sixteen Cents. That the total debt due to the Plan is said amount plus Ten ($10.28) each day until distribution is made by the Representative of this Honorable Court.

I, hereby acknowledge and certify that the information contained in this Statement is true and correct.

I, Harold R. Ribakow, Trustee for the Harold R. Ribakow, D.D.S., HR-10 Plan, do solemnly declare and affirm under the penalty of perjury that the facts and statements contained herein are true and correct to the best of my knowledge, information and belief.

HAROLD R. RIBAKOW, Trustee
for the Harold R. Ribakow,
D.D.S., HR-10 Plan.

20 80

Centreville, Md. 9/28 1988

We Hereby Certify

That the annexed advertisement of Bloomingdale Road 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 30th day of Sept. 1988.

And that the first insertion of said advertisement in the said RECORD OBSERVER/[redacted] was on the 14th day of Sept. 1988, and the last insertion on the 28th day of Sept. 1988.

RECEIVED
CLERK, CIRCUIT COURT

Publishers, Record Observer

1988 NOV 9 AM 9:07

Per QUEEN ANNE'S COUNTY

Foreclosure Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY
ZONED SUBURBAN INDUSTRIAL
BLOOMINGDALE ROAD, QUEENSTOWN

By virtue of a power of sala centained in a mortgage from Supreme Investmant Co., a general partnership, to Lee Hack, dated October 30, 1986, recordad among the Land Racords of Queen Anne's County, Maryland, in Libar M.W.M. No. 263, folio 738, default heving occurred in the terms of seid mortgage, and seid mortgaga having been essigned to Patrick E. Thompson, Assignee, for purposes of foreclosure, the undersigned will sell et public auction, to tha highest bidder, at the Court House, Centreville, Meryland, on:

Friday
September 30, 1988
11:00 A.M.

ALL that lot or parcal of land situata lying and being in tha Fifth Election District of Queen Anne's County, Maryland on the northwest side of the County road known as Bloomingdale Road which is described by the following metes and bounds, courses and distancas according to e certificate of survay and plat made by William R. Nuttle, Registered Surveyors, datad Merch 1976, as follows, to wit:

Beginning for the seme et an iron pipe on tha northwest side of tha said Bloomingdale Road (50 feet wide) said point being south 41 degrees 34 minutas west, 53.75 faet from the northeast corner of the Holton E. Rhodes, Jr. lands and the southernmost corner of tha land of the county dog pound property and running thenca by and with the northwest side of said road south 41 degrees 34 minutas west 200 feat to an iron pipe thence by and with a new division lina between the hereinafter described lend and ether lends of Rhodes north 48 degrees 26 minutes west 664.10 feet to an iron pipe thenca north 41 degrees 34 minutes east 462.04 feet to an iron pipe and thence south 26 degrees 54 minutes east 713.93 feet to the place of beginning, containing in ell 5.047 acres of land mora or lass.

BEING all and the same lend end premises described in e daed from Regal Auto Electric, Inc. to Supreme Investment Co., e Maryland Partnership, datad Octobar 30, 1986 and recordad among the Land Racords of Queen Anne's County, Maryland in Liber M.W.M. No. 263, folie 736.

NOTE: The property is presently improved by a 7,860 square foot building of mesonry construction which includes offices, bathrooms, loading docks and manufacturing area and a separete storage building of approximately 1,760 square feet. The information herein conteined, although deemed reliable is not guaranteed and prospective bidders are urgad to inspect the premises. Buildings and grounds are sold "as is" without warrenty, express or implied.

TERMS OF SALE: A cash deposit or certifiad check in the emount of TEN THOUSAND DOLLARS ($10,000.00) shall be paid at the time and placa of sale, however, if mortgagee is the successful bidder no daposit shall be raquired, balance in cash at settlemant, which shall be within twanty (20) days after retification by the Circuit Court for Queen Anne's County unless said settlemant is extanded by written agreement of all parties, time being of the essence. Interast at tha rata of 10 percent per annum shell be paid on unpaid purchase money from data of sale until settlement. Taxes and all other governmental cherges to ba adjusted to date of sele. Cost of all documentary stamps, transfer taxas, documant preparation and title insurance to be paid by the purchaser. Purchaser will be required to sign en affidavit in accordance with tha Maryland Rulas of Procedure.

Patrick E. Thompson, Assignee
Route 2, Bex 522-B
Saddler Roed
Grasonville, Meryland 21638

Joseph Jackson, Jr., Auctionaer

RO-9-14-3t-013

20 81

Centreville, Md. 10/24 19 88

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 5th day of Nov 19 88.

And that the first insertion of said advertisement in the said RECORD OBSERVER/[redacted] was on the 12th day of Oct 19 88, and the last insertion on the 26th day of Oct 19 88.

Publishers, Record Observer

Per Dorothy A. Morris

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
PATRICK E. THOMPSON, Assignee
vs.
SUPREME INVESTMENT CO.
A General Partnership
Civil No. 88-01476

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 5th day of October, 1988 that the sale of the real property made and reported in this action will retified efter the expiration of one month from the dete hereof, unless ceuse to the contrary be previously shown, provided a copy of this Notice shell be published in e newspaper published in Queen Anne's County et least once a week in each of three successive weeks before the expiretion of one month from the date hereof.

Merguerite W. Mankin, Clerk
TRUE COPY, TEST:
Marguerite W. Mankin, Clerk
By: Anne F. Werd, Deputy Clerk

Filed: October 5, 1988
RO-10-12 31-016

RECEIVED
CLERK, CIRCUIT COURT
1988 NOV -9 AM 9:07
QUEEN ANNE'S COUNTY

20 88

PATRICK E. THOMPSON Assignee	*	IN THE
	*	CIRCUIT COURT
	*	FOR QUEEN ANNE'S COUNTY
SUPREME INVESTMENT COMPANY Debtor	*	Civil No. 88-01476

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

ORDER

UPON consideration of the Amendment to Petition for Allowance of Claim and the Amended Statement of Claim of Harold R. Ribakow, Trustee of the Harold R. Ribakow, D.D.S., HR-10 Plan made under oath, and it appearing that the Harold R. Ribakow, D.D.S., HR-10 Plan, has an interest in the equity of redemption of the property which is the subject of this proceeding, and it further appearing that the Harold R. Ribakow, D.D.S., HR-10 Plan is entitled to have its lien fully satisfied out of the surplus proceeds resulting from the foreclosure sale of such property, after payment to the holder of the Purchase MOney Mortgage, the assignee, Patrick E. Thompson, it is this 9th day of November, 1988, in the Circuit Court for Queen Anne's County,

ORDERED, ADJUDGED AND DECREED that the claim of Harold R. Ribakow, D.D.S., HR-10 Plan, against Supreme Investment Company and the subject property, in the amount of THIRTY ONE THOUSAND TWO HUNDRED FIFTY FOUR DOLLARS and SIXTEEN ($31,254.16) CENTS, be allowed plus interest after September 30, 1988 at a rate of TEN DOLLARS and TWENTY EIGHT ($10.28) CENTS each day the amount remains unpaid is hereby approved; and

IT IS FURTHER ORDERED that the Auditor, after allowing payment of Patrick E. Thompson and costs of the foreclosure sale, shall allow and authorize payment to the Harold R. Ribakow, D.D.S., HR-10 Plan, of so much

UBIP 20 MGE 83

of the surplus proceeds as are necessary to satisfy the claim of the Harold R. Ribakow, D.D.S., HR-10 Plan, as provided by law subject to exceptions.

Clayton C. Carter

JUDGE, Circuit Court for
Queen Anne's County

RECEIVED
CLERK, CIRCUIT COURT
1988 NOV -9 PM 1:44
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 84

PATRICK E. THOMPSON, Assignee	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
SUPREME INVESTMENT CO.	:	CIVIL NO. 88-01476

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 9th day of November, 1988, 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. Carey
Judge

CLERK, CIRCUIT COURT
1988 NOV -9 PM 1:44
QUEEN ANNE'S COUNTY

Distribution:
File
Fiduciary(s)
Court Auditor

1988 20 85

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

PATRICK E. THOMPSON, Assignee	:	
v.	:	Civil #88-01476
SUPREME INVESTMENT CO.	:	

: : : : :

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, to confer with the office of the Fiduciary regarding the number of advertisements; to recalculate and explain certain amounts shown in the Suggested Account; and to confer with the Court as to the meaning of certain Orders passed in the proceeding.

John W. Sause, Jr.
Auditor

ORDER

The foregoing Request having been read and considered, and it appearing that the Auditor has performed duties other than the customary and usual duties performed in an audit, it is this 15th day of November, 1988, by the Circuit Court for Queen Anne's County,

ORDERED, that the Auditor is allowed a total fee of $150.00, together with out of pocket traveling and other expenses allowed by Second Circuit Rule 12 b, such fee and expenses to be paid from funds of the estate, subject to the right of any interested person to file exceptions to this allowance in the manner provided by Maryland Rule 2-543 (f).

Clayton C. Carter
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1988 NOV 15 PM 4:29
QUEEN ANNE'S COUNTY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

PATRICK E. THOMPSON, Assignee	:	
v.	:	Civil #88-01476
SUPREME INVESTMENT CO.	:	

: : : : :

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$ 230,000.00	
Interest on $ 220,000.00 @ 10% from 09/30/88 to 11/10/88 42 days @ $60.27 per day		2,531.34	
Real property taxes $ 1,770.01 Per advertisement (Note 1) from 07/01/88 to 09/30/88 92 days @ $ 4.85		446.20-	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 232,085.14
COMMISSIONS, to Fiduciary		$ 11,650.00-	
ATTORNEY FEE, per MORTGAGE		500.00-	
EXPENSES OF SALE			
Court costs	$ 462.50-		
Advertising (Note 2)			
Record-Observer	514.05-		
Sunpapers	639.00-		
Report of sale	93.87-		
Bond premium	146.00-		
Auctioneer's fee per Order	300.00-		
Certified mail	2.20-	2,157.62-	
AUDITOR'S FEE AND COSTS			
Fee for audit, per Order	$ 150.00-		
Postage & copies	4.00-	154.00-	14,461.62-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 217,623.52

INDEBTEDNESS DUE UNDER MORTGAGE		
Per Statement of Debt		
Principal	$ 123,081.61-	
Interest to 08/19/88	2,461.60-	
Late charges	131.86-	
Interest on principal @ 9% 08/19/88 to 11/29/88 102 days @ $30.77 (Note 3)	3,138.54-	$ 128,813.61-
AVAILABLE FOR DISTRIBUTION, as above		217,623.52
SURPLUS to be distributed per Orders of 10/14/88 & 11/09/88		$ 88,809.91
Harold R. Ribakow D.D.S. HR-10 Plan		
Per Order of 11/09/88	$ 31,254.16	
Interest 10/01 to 11/28/88 59 days @ $10.28 (Note 4)	606.52	31,860.68-
First National Bank		
Per Order of 10/14/88, as superseded by Order of 11/09/88 (Note 4)		56,949.23-
BALANCE AFTER DISTRIBUTION OF SURPLUS		.00

Note 1 The advertisement of sale stated that taxes were to be adjusted to the date of sale. However, at settlement, taxes were adjusted as of the settlement date. Taxes are adjusted here as stated in the advertisement and using the gross amount due on the date of sale.

Note 2 A sale date of September 15 was advertised twice in the Record-Observer and once in the Sunpapers. This date was cancelled, and a new sale date of September 30 was advertised three times in the Record-Observer and twice in the Sunpapers. Charges for all such advertising are included in the Suggested and Auditor's Accounts.

Note 3 Per diem interest is stated on the basis of a 360-day year in the Statement of Mortgage Debt. That rate has been used here in determining post-Statement interest. See, Commercial Law Article, §12-104 (1).

Note 4 Calculation of surplus payable to Harold R. Ribakow, D.D.S., HR-10 Plan, is made on the theory that distribution will be made on November 28, 1988, the day on which the Audit may be ratified. Under the Order of 11/09/88, that amount will be increased by $10.28 for each day between November 28th and the date of actual distribution; and the amount payable to First National will be reduced by that amount.

1 NOV 20 '88 1

NOTICE

The attached Account was filed on November 16, 1988. 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 #88-01476. 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 November 16, 1988:

Patrick E. Thompson, Esquire
Route 2 Box 522-B
Grasonville, Maryland 21638

Supreme Investment Co.
11032 Two Ships Court
Columbia, Maryland 21044

Michael G. Gallerizzo, Esquire
Paul J. Cohen, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202

Charles B. Zuravin, Esquire
Zuravin & Weinberg
11032 Two Ships Court
Columbia, Maryland 21044

John W. Sause, Jr.
Auditor

20 89

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

PATRICK E. THOMPSON, Assignee	:	
	:	
v.	:	Civil #88-01476
SUPREME INVESTMENT CO.	:	
	:	

: : : : :

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 29 day of November, 1988,

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

LIBER 20 PAGE 90

JEANNETTE ISABEL COMPTON Route 1, Box 250 Chester, Maryland 21619	*	
Plaintiff	*	IN THE
vs	*	
ELVA ELLEN SMITH Route 1, Box 257 Chester, Maryland 21619	*	CIRCUIT COURT
and	*	FOR
WILLIAM WELDON JONES Route 1, Box 256 Chester, Maryland 21619	*	QUEEN ANNE'S COUNTY
and	*	
DEWEY ELLIS JONES Route 1, Box 234 Chester, Maryland 21619	*	CIVIL ACTION NO. 86-00717
and	*	
BENJAMIN FRANKLIN JONES Marsh Road Grasonville, Maryland 21638	*	
Defendants	*	

CIVIL 8600717#
CIV FEES 70.00
CHECK/MO 70.00
#171740 C001 R01 T11:41
07/30/86

* * * * * * * * *

COMPLAINT FOR SALE IN LIEU OF PARTITION OF REAL PROPERTY

Jeannette Isabel Compton, Plaintiff, by Stephen R. Layton and Charles J. Muskin, her attorneys, states as follows:

1. Plaintiff and the Defendants are the owners of certain real property situated in Queen Anne's County, State of Maryland, and more fully described as Parcel No. 3 in the attached Deed dated the 18th Day of September, 1973 from Eleanor Jones, mother of all of the parties to this suit, to Elva Ellen Smith, Benjamin Franklin Jones, Jeannette Isabel Compton, William Weldon Jones and Dewey Ellis Jones, and recorded among the Land Records of Queen Anne's County in Liber 79 page 168.

2. That Elva Smith, Jeannette I. Compton, William W. Jones and Dewey E. Jones did convey a portion of the real property described in Paragraph 1 to Dewey E. Jones and Glenn E. Jones, as

Stephen R. Layton
P.O. Box 548
Nichols Building
Stevensville, Md. 21666
301-643-3810

more fully described in the attached Deed dated November 18, 1984, and recorded among the Land Records of Queen Anne's County in Liber 227 page 486, said grantors reserving an easement for the benefit of the remaining portion of the real property.

3. That the parties are co-tenants in common in the aforesaid property, each owning a one-fifth undivided interest therein.

4. Said property cannot be divided without loss or injury to the parties and Plaintiff avers that a sale in lieu of partition is desirable and appropriate in this case.

WHEREFORE, Plaintiff prays:

a. For sale of the property described as Parcel No. 3 in the Deed dated September 18, 1973 from Eleanor Jones to Elva Ellen Smith, Benjamin Franklin Jones, Jeannette Isabel Compton, William Weldon Jones and Dewey Ellis Jones, minus that portion of said property conveyed to Dewey Ellis Jones and Glenn Ellis Jones by deed dated November 18, 1984.

b. That the proceeds from the sale of said property be allocated among the parties in accordance with their respective rights and interests therein.

c. For such other and further relief as the nature of this case may require.

Charles J. Muskin

Charles J. Muskin
Law Office of Stephen R. Layton
P.O. Box 848
Stevensville, Maryland 21666
(301) 643-3810
Attorney for Plaintiff

Stephen R. Layton
P.O. Box 848
Nichols Building
Stevensville, Md. 21666
301-643-3810

JEANNETTE I. COMPTON	*	
Plaintiff	*	
vs	*	IN THE
ELVA E. SMITH	*	
and	*	CIRCUIT COURT
WILLIAM W. JONES	*	FOR
and	*	
DEWEY E. JONES	*	QUEEN ANNE'S COUNTY
and	*	CIVIL ACTION NO. 86-00717
BENJAMIN F. JONES	*	
Defendants	*	

* * * * * * * * *

REQUEST FOR ADMISSIONS OF FACTS
AND GENUINENES OF DOCUMENTS

Jeannette I. Compton, Plaintiff, by Stephen R. Layton and Charles J. Muskin, her attorneys, pursuant to the Maryland Rules requests the Defendants, Elva E. Smith, William W. Jones, Dewey E. Jones and Benjamin F. Jones, to admit that each of the following statements of fact are true and that the documents which are attached hereto as exhibits are genuine.

1. That the Deed attached hereto dated September 18, 1973 from Eleanor Jones to Elva E. Smith, Benjamin F. Jones, Jeannette I. Compton, William W. Jones and Dewey E. Jones, is genuine.

2. That the Deed attached hereto dated November 18, 1984 from Elva E. Smith, Jeannette I. Compton, William W. Jones and Dewey E. Jones, conveying a portion of Parcel No. 3 from the Deed mentioned in paragraph 1, to Dewey E. Jones and Glenn E. Jones, is genuine.

3. That Jeannette I. Compton, Elva E. Smith, William W. Jones, Dewey E. Jones and Benjamin F. Jones are each owners of an undivided one-fifth interest in the property Parcel No. 3 described in the aforementioned Deed.

4. That the property Parcel No. 3 described in the aforementioned Deed which is attached hereto, cannot be divided without loss or injury to the parties interested therein.

Stephen R. Layton
P.O. Box 848
Nichols Building
Stevensville, Md. 21666
301-643-9810

5. That it is necessary and desirable that the property described in the aforementioned Deed be sold in lieu of partition with the proceeds of sale divided among Jeannette I. Compton, Elva E. Smith, William W. Jones, Dewey E. Jones and Benjamin F. Jones in accordance with their respective interests in said property.

Charles J. Muskin

Charles J. Muskin
Law Office of Stephen R. Layton
P.O. Box 848
Stevensville, Maryland 21666
(301) 643-3810
Attorney for Plaintiff

Stephen R. Layton
P.O. Box 848
Nichols Building
Stevensville, Md. 21666
301-643-3810

No. 54526 Nov. 8, 1973 12:55 P.M.

No Title Exam - No Considera[illegible]

THIS DEED, made this [illegible] day of September, 1973, by and between ELEANOR JONES, widow, of Queen Anne's County, State of Maryland, party of the first part; and ELVA ELLEN SMITH, BENJAMIN FRANKLIN JONES, JEANNETTE ISABEL COMPTON, WILLIAM WELDON JONES and DEWEY ELLIS JONES, parties of the second part.

WITNESSETH, that in consideration of love and affection and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part, does grant and convey unto the parties of the second part, all of the following three (3) parcels of ground, reserving unto the party of the first part, a life estate, for and during the period of her natural life, and subject to the limitations and conditions, and with the powers hereinafter set forth and from and immediately after the death of the party of the first part, and upon the failure of the party of the first part to exercise the powers hereinafter set forth, then unto the parties of the second part, their heirs and assigns, as tenants in common, in fee simple, and described as follows, to wit:

Parcel No. 1 - All that lot or parcel of land lately called or known as "The Francis and Agnes Thomas Property" and more recently called or known as "The L. O. Kelley Property" situate, lying and being on Kent Island in the Fourth Election District of Queen Anne's County, State of Maryland, in the section of Crab Alley Neck known as "Dominion" on a lane or road which runs from the other property of Merrill Franklin Thomas, single man, past the lots of land belonging to Howard Thompson, Howard Thomas and Henry Thomas to intersect the public road leading into Chester adjoining the land of the said Merrill Franklin Thomas (bought by him of Charles V. Thompson) and adjoining the land once of Kate Jones now of James E. Jones and containing one-fourth of an acre of land, more or less.

BEING the same property granted and conveyed from Merrill Franklin Thomas unto Dewey Franklin Jones and Eleanor Jones, his wife, by deed dated January 29, 1942, and recorded among the Land Records of Queen Anne's County in Liber A.S.G., Jr. No. 5 folio 490.

Parcel No. 2 - All that lot, part of a lot and parcel of land, situate, lying and being in or near Dominion, on Kent Island, in the Fourth Election District of Queen Anne's County, Maryland, and being a part of "The Samuel L. Jones Tract" or "The James E. Jones Tract", bounded on the easterly side by the home property of Dewey Franklin Jones and Eleanor Jones, his wife, bounded on the southerly side by other property of Roy E. Golt, bounded on the westerly side by property of Hilton A. Jacobson, and bounded on the northerly side by the property of Ethel Jones, and which lot hereby conveyed is more particularly described as follows: Beginning for the same at a stake planted in the ground at the southwesterly corner of the lot hereby conveyed, and running thence North 74 degrees 30 minutes West - 124.5 feet to the Jacobson property; thence with the Jacobson property North 25 degrees 15 minutes East - 91.5 feet to an iron pipe planted in the ground at the Ethel Jones lot; thence with the Ethel Jones lot South 66 degrees 30 minutes East - 36 feet to the Dewey and Eleanor Jones Home property; thence with this property South 15 degrees 45 minutes West - 63.5 feet to a point; thence still with the Jones lot South 77 degrees 15 minutes East - 75 feet, to a point; and thence South 18 degrees 15 minutes West - 21 feet to the place of beginning. Being Lot No. 8 of the Subdivision of the land of Roy E. Golt in the village of Dominion as shown on the plat of said subdivision filed in the Land Records of Queen Anne's County, bearing date October 13, 1953, said plat made by John C. Fisher, surveyor.

BEING the same property granted and conveyed from Roy E. Golt, single man, unto Dewey Franklin Jones and Eleanor Jone, his wife, by deed dated October 21, 1953, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 13 folio 291.

Parcel No. 3 - 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 that section of Crab Alley Neck known as Dominion and more particularly described as follows, to wit: Bounded on the West by the lands of Dewey F. Jones, formerly of Louis Kelly, bounded on the South by a lane or road running from the lands formerly of said Kelly, past the lands of, or formerly of, Howard Thomas, et al. to intersect the public road to Chester, bounded on the East by lands of [illegible] North by lands of George Tull, and beginning at the same at a point on the North side of said lane, and cornering the other lands of Dewey F. Jones, formerly of Louis Kelly, and running thence with the North side of said lane in an easterly direction 114 feet more or less, to the lands of Donald Hall; thence with said lands in a northerly direction 156.5 feet to a point, being a corner for lands of George Tull, thence with said lands westerly 110 feet, more or less, to a corner for the other lands of Dewey F. Jones (formerly Louis Kelly), thence with said lands southerly 177 feet to the place of beginning.

BEING the same property granted and conveyed from Merrill F. Thomas and Lois A. Thomas, his wife, unto Dewey F. Jones and Eleanor Jones, his wife, by deed dated September 3, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 50 folio 325. Dewey F. Jones now deceased.

SAVE AND EXCEPTING that part of Parcel No. 3 conveyed by Eleanor Jones, widow, unto Dewey Ellis Jones and Glenn Ellis Jones, by deed dated May 14, 1973, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 74 folio 169.

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 the said three (3) parcels 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 first part, for and during the period of her natural life, with full power to the said party of the first part to sell, lease, mortgage and otherwise dispose of (without the power, however, to devise and bequeath by virtue of any Last Will and Testament) or encumber the whole and entire estate hereby granted in and to the three properties hereinbefore described, or any part thereof; it being the intention that the powers of aforesaid, when exercised, shall operate not only upon the life estate hereby reserved unto the said party of the first part, but also upon the remainder as hereinafter set forth, to the end and intent that the grantee or mortgagee under the instrument executed in exercise of the powers herein reserved and granted unto the said party of the first part, 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 after the death of the said party of the first part, without having exercised any of the powers herein set forth, as to all of the three properties 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 use of the said ELVA ELLEN SMITH, BENJAMIN FRANKLIN JONES, JEANNETTE ISABEL COMPTON, WILLIAM WELDON JONES and DEWEY ELLIS JONES, their heirs and assigns, as tenants in common, forever, in fee simple.

AND the said Grantor hereby covenants 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 granted; and that she will execute such further assurances of the same as may be requisite.

AS WITNESS the hand and seal of the said Grantor.

WITNESS:

Emma L. Thomas

Eleanor Jones (SEAL)
Eleanor Jones

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

I HEREBY CERTIFY, that on this 18th day of September, 1973, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ELEANOR JONES, widow, known to me (or satisfactorily proven) to be the within Grantor, and she acknowledged that she executed the aforegoing Deed for the uses and purposes therein set forth and further acknowledged said Deed to be her act.

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

Emma L. Thomas
Notary Public

My Commission Expires July 1, 1974

No. 72,314
Rec. 37,542 RECEIVED FOR RECORD Sep. 24, 1973 2:00 PM

No Title Exam
No Consideration

THIS DEED, made this 7th day of May, 1973, by and between ELEANOR JONES, widow, of Queen Anne's County, State of Maryland, party of the first part; and DEWEY ELLIS JONES and GLENN ELLIS JONES, 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 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 parties of the second part, as joint tenants, their assigns, the survivor of them, and the heirs and assigns of the survivor, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, in that section of Crab Alley Neck known as Dominion and more particularly described as follows:

BEGINNING for the same at a pipe set on the North side of Church Lane and 47.0 feet West from the end of said Church Lane; thence binding on the North side of Church Lane 1) easterly 67.0 feet to a pipe set at the westernmost property line of G. L. Conaway as recorded in the Land Records of Queen Anne's County in Liber C.W.C. No. 40 folio 473; thence binding on and running with said West property line 2) northerly 162.97 feet to a pipe set at the end of the West property line and the southernmost boundary of Ellis Jones as recorded in the above mentioned Land Records in Liber T.S.P. 53 folio 78; thence binding on part of the said South boundary of Ellis Jones and following an old fence line 3) westerly 110.0 feet to a pipe set at the intersection of the said South boundary and the eastern most boundary of Dewey Jones as recorded in the above mentioned Land Records in Liber A.S.G., Jr. No. 5 folio 490; thence binding on part of the East boundary of Dewey Jones 4) southerly 135.0 feet to a pipe set for a new line of division and running thence leaving the East boundary of Dewey Jones the two (2) following courses and distances for new lines of division: (1) easterly 47.0 feet to a pipe; and (2) southerly 45.0 feet to the place of beginning. Containing 17,137.76 square feet of land more or less. Being Parcel "D" on the attached survey plat recorded herewith.

BEING part of the lands conveyed from Merrill F. Thomas and Lois A. Thomas, his wife, unto Dewey F. Jones (now deceased) and Eleanor Jones, his wife, by deed dated September 3, 1959, and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No 50 folio 325.

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 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 parties of the second part, DEWEY ELLIS JONES and GLENN ELLIS JONES, as joint tenants, their assigns, the survivor of them, and the heirs and assigns of the survivor, in fee simple.

1/24/73 Original mailed to Wilmington Office Phila. Pa. 21619

AND the said party of the first part hereby covenants 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 granted and conveyed; and she will execute such further assurances of the same as may be requisite.

AS WITNESS the hand and seal of said Grantor.

WITNESS:

Charlotte A. Sivera Eleanor Jones (SEAL)
Eleanor Jones

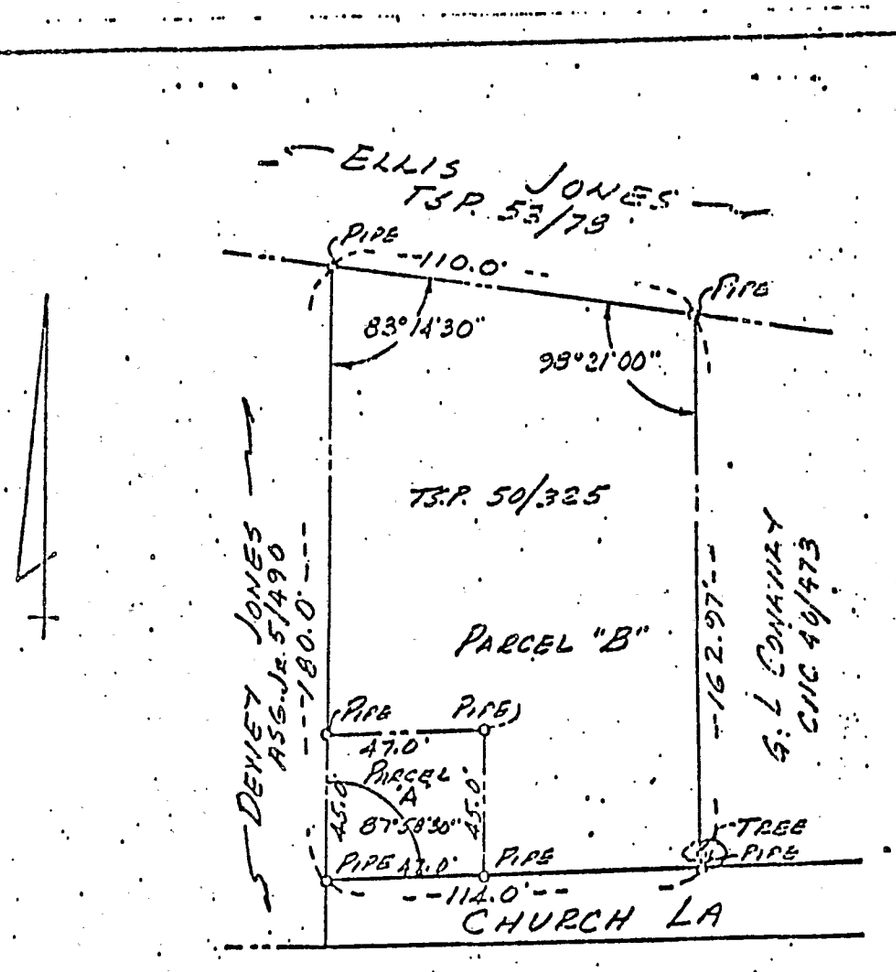
STATE OF MARYLAND,
to wit:
COUNTY OF QUEEN ANNE'S,

I HEREBY CERTIFY, that on this 14th day of May, 1973, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ELEANOR JONES, widow, known to me (or satisfactorily proven) to be the within Grantor, and she acknowledged the foregoing Deed to be her act for the uses and purposes therein set forth.

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

Charlotte A. Sivera
Notary Public

My Commission Expires: July 1, 1974.



SURVEY PLAT FOR T.S.P. 50/325
SCALE: 1" = 40' APRIL, 1973

RUSSELL R. KLAGES & ASSOC.
STEVENSVILLE, MD. 21666

DOCUMENT No. 191,458 FILED 2/1/85

1985 FEB 2 1 [illegible] 07

QUEEN ANNE'S COUNTY

THIS DEED, made this 19th day of November, 1984, by and between ELVA ELLEN SMITH, BENJAMIN FRANKLIN JONES & JEANETTE ISABEL COMPTON, WILLIAM WELDON JONES and DEWEY ELLIS JONES, of the first part, hereinafter referred to as Grantors; and DEWEY ELLIS JONES and GLENN ELLIS JONES, of the second part, hereinafter referred to as Grantees.

WITNESSETH, that for and in consideration of the sum of Five Dollars ($5.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees, as joint tenants, their assigns, the survivor of them, and the heirs and assigns of the survivor, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, in that section of Crab Alley Neck known as Dominion and more particularly described as follows:

BEGINNING for the same at a pipe set on the North side of Church Lane and 47.0 feet West from the end of said Church Lane, thence binding on the North side of Church Lane;

1) Westerly 47.0 feet to a pipe set at the aforesaid end of Church Lane and also set in the eastern most boundary of Dewey Jones as recorded in the Land Records of Queen Anne's County in Liber A.S.G., Jr. No. 5 folio 490, thence binding on said East boundary; and

2) Northerly 45.0 feet to a pipe set for a new line of division and running thence leaving the East boundary of Dewey Jones the two (2) following courses and distances for new line of division;

3) (1) Easterly 47.0 feet to a pipe; and

4) (2) Southerly 45.0 feet to the place of beginning and containing 2068.0 square feet of land, more or less. Being Parcel "A" on the attached survey plat recorded herewith. The Grantees with this conveyance of Parcel "A" and Parcel "B" that Grantees acquired by deed dated May 14, 1973, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 74 folio 169 are now vested with fee simple title of all of Parcel "A" and "B" as shown on the attached plat.

SAVING AND RESERVING unto the Grantors herein, their heirs and assigns, a permanent easement over the entire property herein conveyed for the use of the Grantors, their heirs and assigns, for the purposes of ingress and egress, parking of cars and turning area for automobiles for the use and benefit of the adjoining property of the Grantors, described as Parcel No. 1 in Deed dated September 18, 1973, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 79 folio 168.

BEING part of the lands conveyed from Eleanor Jones, widow, unto Elva Ellen Smith, et al. by deed dated September 18, 1973, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 79 folio 168; being Parcel No. 3 of said deed; Eleanor Jones reserving a Life Estate with powers and having died on the 22nd day of August, 1984, without exercising any of the powers.

3/13/85 original mailed to [illegible] P.O. Box [illegible] Millers, Md 21619

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 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 Grantees, DEWEY ELLIS JONES and GLENN ELLIS JONES, as joint tenants, their assigns, the survivor of them, and the heirs and assigns of the survivor, in fee simple.

AND the said Grantors hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; that they will warrant specially the property 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:

Emma E. Thomas	Elva Ellen Smith Elva Ellen Smith	(SEAL)
	Benjamin Franklin Jones	(SEAL)
Emma E. Thomas	Jeanette Isabel Compton Jeanette Isabel Compton	(SEAL)
Emma E. Thomas	William Weldon Jones William Weldon Jones	(SEAL)
Emma E. Thomas	Dewey Ellis Jones Dewey Ellis Jones	(SEAL)

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

I HEREBY CERTIFY, that on this 13th day of November, 1984, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared, ELVA ELLEN SMITH, ~~BENJAMIN FRANKLIN JONES~~, JEANETTE ISABEL COMPTON, WILLIAM WELDON JONES and DEWEY ELLIS JONES, 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; and they further made oath in due form of law that there is no consideration passing in this transaction.

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

Emma E. Thomas
Notary Public

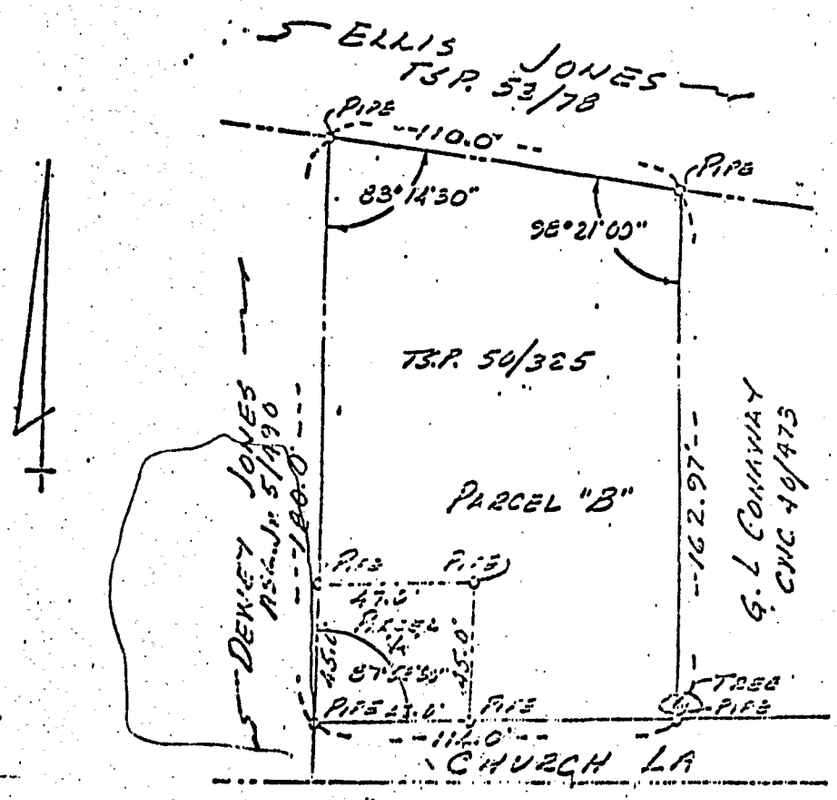
My Commission Expires: July 1, 1986

TAXES LEVIED AS OF FEB 28 1985
PAID TO June 30 1985
Wm. H. Jessop
Treasurer of Queen Anne's Co.

RECEIVED FOR TRANSFER
This 28 Day of Feb 1985
Stephanie L. Clerk
Director of Assessments
Queen Anne's County

LIBER 20 PAGE 102

LIBER 221 PAGE 188



SURVEY PLAT FOR T.S.P. 50/325
SCALE: 1" = 40' APRIL, 1973

RUSSELL R. KLASES & ASSOC.
STEVENSVILLE, MD. 21666

JEANNETTE I. COMPTON	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs	*	FOR
ELVA E. SMITH, et al.	*	QUEEN ANNE'S COUNTY
Defendants	*	Case No. 86-00717

* * * * * * * * *

MOTION FOR APPOINTMENT OF TRUSTEE

Jeannette I. Compton, Plaintiff, by her attorneys, Stephen R. Layton and Charles J. Muskin, files this Motion for Appointment of Trustee, and in support says:

1. That Plaintiff has filed a Complaint for a sale in lieu of partition of the real property situated in Queen Anne's County.

2. That the Plaintiff and the four (4) Defendants have never been able to unanimously agree to the sale of real property.

3. That upon the granting by the court of the relief sought in the Complaint, it will be in the interest of judicial economy for a Trustee to be appointed by the court to execute the sale.

WHEREFORE, Plaintiff prays that this Court:

A. Appoint Stephen R. Layton and Charles J. Muskin as Trustees of the Court, to sell the real property, which is the subject of this cause, and shall do so without the posting of a bond.

Charles J. Muskin

Charles J. Muskin
Law Office of Stephen R. Layton
P.O. Box 848
Stevensville, Maryland 21666
(301) 643-3810
Attorney for Plaintiff

Stephen R. Layton
P.O. Box 848
Nichols Building
Stevensville, Md. 21666
301-643-3810

STATEMENT OF AUTHORITIES

Rule BR2.b. and BR3.a.1.

JEANNETTE I. COMPTON	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs	*	FOR
ELVA E. SMITH, et al.	*	QUEEN ANNE'S COUNTY
Defendants	*	Case No.

* * * * * * * * *

ORDER

Upon consideration of Plaintiff's Motion for appointment of a Trustee,

It is this _____ day of _____, 1986,

ORDERED that Stephen R. Layton, Esquire and Charles J. Muskin, Esquire are appointed Trustees of this Court to sell the real property described as Parcel No. 3 in the Deed dated September 18, 1973 and recorded among the Land Records of Queen Anne's County in Liber 79 page 168 reduced by that portion conveyed by Deed dated November 18, 1984 and recorded among the Land Records of Queen Anne's County in Liber 227 page 486; and

ORDERED that said Trustees shall not be obligated to post a bond.

Stephen R. Layton
P.O. Box 848
Nichols Building
Stevensville, Md. 21666
301-643-9810

_____
JUDGE

LIBER 20 PAGE 105

805

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1773

WRIT OF SUMMONS — Case Number 86-00717

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

TO:

Name ELVA ELLEN SMITH

Address Route 1, Box 257, 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 JEANNETTE ISABEL COMPTON, Route 1, Box 250, Chester, MD 21619
(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 July 30, 1986

Marguerite W. 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 COMPLAINT FOR SALE IN LIEU OF PARTITION OF REAL PROPERTY TO ELVA ELLEN SMITH ON 8/5/86

FEE $ 15.00 — DEP. SHERIFF

RECEIVED 1986 AUG -6 PM 12:59 QUEEN ANNE'S COUNTY

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.

LIBER 20 PAGE 106

804

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1773

WRIT OF SUMMONS — Case Number 86-00717

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

TO:

Name WILLIAM WELDON JONES

Address Route 1, Box 256, 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 JEANNETTE ISABEL COMPTON, Route 1, Box 250, Chester, MD 21619
(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 July 30, 1986 — Marguerite W. 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 COMPLAINT FOR SALE IN LIEU OF PARTITION OF REAL PROPERTY TO WILLIAM WELDON JONES ON 8/5/86

FEE $ 15.00 — DEP. SHERIFF [signature]

RECEIVED 1986 AUG -6 PM 12:59 CLERK QUEEN ANNE'S COUNTY

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.

LIBER 20 PAGE 107

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

802

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1773

WRIT OF SUMMONS

Case Number 86-00717

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

TO:

Name DEWEY ELLIS JONES

Address Route 1, Box 234, 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 JEANNETTE ISABEL COMPTON, Route 1, Box 250, Chester, MD 21619
(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 July 30, 1986

Marguerite W. 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 COMPLAINT & FOR SALE IN LIEU OF PARTITION OF REAL PROPERTY TO DEWEY ELLIS JONES ON 8/5/86

CLERK. CIR. CT.
1986 AUG -6 PM 12:59
QUEEN ANNE'S COUNTY

FEE $ 15.00

SHERIFF [signature]

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.

LIBER 20 PAGE 108

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

803

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1773

WRIT OF SUMMONS

Case Number 86-00717

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

TO:

Name BENJAMIN FRANKLIN JONES

Address Marsh Road, Grasonville, MD 21638

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 JEANNETTE ISABEL COMPTON, Route 1, Box 250, Chester, MD 21619
(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 July 30, 1986

Marguerite W. 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.

RECEIVED
1986 AUG -6 PM 12:59
QUEEN ANNE'S COUNTY

SHERIFF'S RETURN

Served a copy of Writ of Summons & All Supporting Papers to Benjamin F. Jones on 8/5/86 at 5:30 p.m.

FEE $

SHERIFF Sgt. W. 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.

Aug 18 1986
Grasonville
21638 Md.

Dear Sir

The property of my mothers, has been in Realtors hands for some time, and it hasen't been sold, but the reason for that, is they can not come to a agreement on anything.

My mother had put down a well with my sister, witch lived next door, payed her half on it then after she died, she had the water cut off, then when we went go to pay the taxes on the property she didn't want to pay, I guess she wanted the brothers to pay it all.

Then the other brother Ellis Jones he wanted a strip of land in front of the house, on the east side,
Witch would come near the front of the house leaving us with, no turning space, makeing the house harder to sale, I hope they can get everthing stright, and get the place sold.

Sincerely Benjamin Jones

(OVER)

LIBER 20 PAGE 110

Benjamin Jones

Personally appeared before me, a Notary Public of the State of Maryland, County of Queen Anne's, this 19th. day of August 1986 the above named Benjamin Jones.

Yvonne W. Quimby
Notary Public
comm. expires 7/1/90

Yvonne W. Quimby NOTARY PUBLIC Queen Anne's Co., Md.

I hereby Certify that on the day Aug. 1986 I hand delivered mailed by first Class U.S mail prepaid a copy of the aforesaid to Atty for Plaintiff, Charles Muskin Atty. P.O. Box-848 Stevensville Md. 21666

Benjamin Jones

JEANNETTE I. COMPTON	*	IN THE
Plaintiff	*	CIRCUIT COURT OF
-vs.-	*	MARYLAND FOR
ELVA E. SMITH	*	QUEEN ANNE'S COUNTY
and		
WILLIAM W. JONES	*	
and		
DEWEY E. JONES	*	Case No. 86-00717
and		
BENJAMIN F. JONES	*	
Defendants	*	

* * * * * * *

AMENDMENT TO COMPLAINT

Jeannette I. Compton, Plaintiff, by Stephen R. Layton and Charles J. Muskin, her attorneys, respectfully amends her original complaint as follows:

1. The original complaint is hereby incorporated into this amended complaint.

2. Plaintiff and Defendants are owners of certain real property situated in Queen Anne's County, Maryland, and more fully described as in the deed attached to the original complaint, dated the 18th day of September, 1983, and recorded among the Land Records of Queen Anne's County in Liber 79 page 168.

3. That the parties are co-tenants in common in the aforesaid property, each owning a one-fifth undivided interest.

4. The parties have attempted to sell and convey Parcel No. 1 in the above described property several times, but have never been able to come to an agreement regarding the terms of the sale.

5. Said Parcel No. 1 cannot be divided without loss or injury to the parties and Plaintiff avers that a sale in lieu of partition is desirable and appropriate in this case.

WHEREFORE, the Plaintiff prays for the following relief in addition to the relief requested in the original complaint:

A. For the sale of the property described as Parcel No. 1 in the Deed dated September 18, 1973 from Eleanor Jones, grantor, to Elva Ellen Smith, Benjamin Franklin Jones, Jeannette Isabel Compton, William Weldon Jones and Dewey Ellis Jones.

Stephen R. Layton
P.O. Box 848
Nichols Building
Stevensville, Md. 21666
301-643-3810

B. That the proceeds from the sale of said property be allocated among the parties in accordance with their respective rights and interests therein.

C. For such other and further relief as the nature of this cause may require.

Charles J. Muskin

Charles J. Muskin
Law Office of Stephen R. Layton
Attorney for Plaintiff
P.O. Box 848
Stevensville, MD 21666
301-643-3810

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 4th day of December, 1986, a copy of this Amended Complaint was mailed first class, postage prepaid, to:

Elva E. Smith, Rt. 1, Box 257, Chester, MD 21619
William W. Jones, Rt. 1, Box 256, Chester, MD 21619
Dewey E. Jones, Rt. 1, Box 234, Chester, MD 21619
Benjamin F. Jones, Marsh Road, Grasonville, MD 21638

Charles J. Muskin

Charles J. Muskin
Attorney for Plaintiff

Stephen R. Layton
P.O. Box 848
Nichols Building
Stevensville, Md. 21666
301-643-3810

JEANNETTE I. COMPTON	*	IN THE
Plaintiff	*	CIRCUIT COURT FOR
-vs.-	*	QUEEN ANNE'S COUNTY
ELVA E. SMITH, et al.	*	
Defendants	*	Case No. 86-00717

* * * * * * *

MOTION FOR ORDER OF DEFAULT

Jeannette I. Compton, Plaintiff, by Stephen R. Layton, Charles J. Muskin and Layton & Muskin, P.A., her attorneys, pursuant to Rule 2-613(a), respectfully files this Motion for an Order of Default and says:

1. The original Complaint was filed on July 30, 1986, and was served on all of the Defendants in August, 1986.

2. Benjamin F. Jones, Defendant, filed an Answer to said Complaint; with respect to the other Defendants, the time for filing a responsive pleading has expired.

3. Plaintiff's Amended Complaint was served upon all of the Defendants on December 4, 1986.

4. The time for filing a pleading in response to the Amended Complaint has expired, and none of the Defendants has filed an answer to said Amended Compliant with the Clerk of the Court nor with Plaintiff.

5. That none of the Defendants is in the military service or in the military reserves.

6. That the address set forth on the original Complaint for each of the Defendants is the latest known address for each.

WHEREFORE, Plaintiff prays:

A. That an Order of Default be entered against Elva E. Smith, William W. Jones and Dewey E. Jones, Defendants, with respect to both the original Complaint and the Amended Complaint.

B. That an Order of Default be entered against Benjamin F. Jones, Defendant, with respect to the Amended Complaint.

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

Charles J. Muskin

Charles J. Muskin
Layton & Muskin, P.A.
Nichols Building
Stevensville, Maryland 21666
Attorney for Plaintiff

JEANNETTE I. COMPTON	*	IN THE
Plaintiff	*	CIRCUIT COURT FOR
-vs.-	*	QUEEN ANNE'S COUNTY
ELVA E. SMITH, et al.	*	
Defendants	*	Case No. 86-00717

* * * * * * *

ORDER OF DEFAULT

The Defendants having been duly summoned to answer the Complaint and Amended Complaint filed in this action, and having failed to plead within the time allowed by Rule 2-321, and the Plaintiff having requested in writing for an Order of Default, it is

ORDERED, this 27th day of April, 1987, by the Circuit Court for Queen Anne's County, that:

1. Pursuant to Rule 2-613(a), an Order of Default be entered against Elva E. Smith, William W. Jones and Dewey E. Jones, Defendants, in favor of the Plaintiff, with respect to both the original Complaint and the Amended Complaint.

2. Pursuant to Rule 2-613(a), an Order of Default be entered against Benjamin F. Jones, Defendant, in favor of the Plaintiff, with respect to the Amended Complaint.

3. A hearing will be held to determine the relief which will be granted to Plaintiff.

Taylor C. Carey
JUDGE

LIBER 20 PAGE 116

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Courthouse
Centreville, Maryland 21617

JEANNETTE ISABEL COMPTON

Case Number 86-00717

Vs.

ELVA ELLEN SMITH, et al

NOTICE OF DEFAULT ORDER

TO:

Name BENJAMIN FRANKLIN JONES

Address Marsh Road, Grasonville, MD 21638

County

You are hereby notified that an Order of Default has been entered against you in the above entitled case on April 28, 1987.

You may move to vacate the Order of Default within thirty (30) days of the date of entry. The motion shall state the reasons for the failure to plead and the legal and factual basis for the defense to the claim.

Date Issued April 28, 1987

Marguerite W. Mankin
CLERK

COPY MAILED TO ATTORNEY:

CV-5
PAUL CO.

LIBER 20 PAGE 117

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Courthouse
Centreville, Maryland 21617

JEANNETTE ISABEL COMPTON

Case Number 86-00717

Vs.

ELVA ELLEN SMITH, et al

NOTICE OF DEFAULT ORDER

TO:

Name DEWEY ELLIS JONES

Address Route 1, Box 234, Chester, MD 21619

County

You are hereby notified that an Order of Default has been entered against you in the above entitled case on April 28, 1987.

You may move to vacate the Order of Default within thirty (30) days of the date of entry. The motion shall state the reasons for the failure to plead and the legal and factual basis for the defense to the claim.

Date Issued April 28, 1987

Marguerite W. Mankin
CLERK

COPY MAILED TO ATTORNEY:

CV-5
PAUL CO.

LIBER 20 PAGE 118

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Courthouse
Centreville, Maryland 21617

JEANNETTE ISABEL COMPTON

Case Number 86-00717

Vs.

ELVA ELLEN SMITH, et al

NOTICE OF DEFAULT ORDER

TO:

Name WILLIAM WELDON JONES

Address Route 1, Box 256, Chester, MD 21619

County

You are hereby notified that an Order of Default has been entered against you in the above entitled case on April 28, 1987.

You may move to vacate the Order of Default within thirty (30) days of the date of entry. The motion shall state the reasons for the failure to plead and the legal and factual basis for the defense to the claim.

Date Issued April 28, 1986

Marguerite W. Mankin
CLERK

COPY MAILED TO ATTORNEY:

CV-5
PAUL CO.

LIBER 20 PAGE 119

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Courthouse
Centreville, Maryland 21617

JEANNETTE ISABEL COMPTON

Case Number 86-00717

Vs.

ELVA ELLEN SMITH, et al

NOTICE OF DEFAULT ORDER

TO:

Name ELVA ELLEN SMITH

Address Route 1, Box 257, Chester, MD 21619

County

You are hereby notified that an Order of Default has been entered against you in the above entitled case on April 28, 1987.

You may move to vacate the Order of Default within thirty (30) days of the date of entry. The motion shall state the reasons for the failure to plead and the legal and factual basis for the defense to the claim.

Date Issued April 28, 1987

Marguerite W. Markin
CLERK

COPY MAILED TO ATTORNEY:

CV-5
PAUL CO.

LIBER 20 PAGE 120

JEANNETTE I. COMPTON	*	IN THE
Plaintiff	*	CIRCUIT COURT OF
-vs.-	*	MARYLAND FOR
ELVA E. SMITH	*	QUEEN ANNE'S COUNTY
and		
WILLIAM W. JONES	*	
and		
DEWEY E. JONES	*	Case No. 86-00717
and		
BENJAMIN F. JONES	*	
Defendants	*	

* * * * * * * * * *

SECOND AMENDMENT TO COMPLAINT

Jeannette I. Compton, Plaintiff, by Stephen R. Layton and Charles J. Muskin, her attorneys, respectfully amends her original complaint as follows:

1. The original complaint and the amended compliant are hereby incorporated into this second amended complaint.

2. Plaintiff and Defendants are owners of certain real property situated in Queen Anne's County, Maryland, and more fully described as in the deed attached to the original complaint, dated the 18th day of September, 1983, and recorded among the Land Records of Queen Anne's County in Liber 79 page 168.

3. That the parties are co-tenants in common in the aforesaid property, each owning a one-fifth undivided interest.

4. The parties have attempted to sell and convey Parcels No. 1 and 2 in the above described property several times, but have never been able to come to an agreement regarding the terms of the sale.

5. Said Parcels No. 1 and 2 cannot be divided without loss or injury to the parties and Plaintiff avers that a sale in lieu of partition is desirable and appropriate in this case.

6. That the fair market value of Parcels No. 1 and 2 is Twenty Five Thousand Dollars ($25,000.00).

WHEREFORE, the Plaintiff prays for the following relief in addition to the relief requested in the original complaint:

A. For the sale of the property described as Parcels No. 1

and 2 in the Deed dated September 18, 1973 from Eleanor Jones, grantor, to Elva Ellen Smith, Benjamin Franklin Jones, Jeannette Isabel Compton, William Weldon Jones and Dewey Ellis Jones.

B. That the proceeds from the sale of said property be allocated among the parties in accordance with their respective rights and interests therein.

C. For such other and further relief as the nature of this cause may require.

Charles J. Muskin
Charles J. Muskin
Layton and Muskin, P.A.
Attorney for Plaintiff
P.O. Box 848
Stevensville, MD 21666
301-643-3810

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 22nd day of June, 1987, a copy of this Second Amended Complaint was mailed first class, postage prepaid, to:

Elva E. Smith, Rt. 1, Box 257, Chester, MD 21619
William W. Jones, Rt. 1, Box 256, Chester, MD 21619
Dewey E. Jones, Rt. 1, Box 234, Chester, MD 21619
Benjamin F. Jones, Marsh Road, Grasonville, MD 21638

Charles J. Muskin
Charles J. Muskin
Attorney for Plaintiff

JEANNETTE I. COMPTON	*	IN THE
Plaintiff	*	CIRCUIT COURT OF
-vs.-	*	MARYLAND FOR
ELVA E. SMITH	*	QUEEN ANNE'S COUNTY
and		
WILLIAM W. JONES	*	
and		
DEWEY E. JONES	*	Case No. 86-00717
and		
BENJAMIN F. JONES	*	
Defendants	*	

* * * * * * * * *

REQUEST FOR ADMISSION OF FACTS

Jeannette I. Compton, Plaintiff, by Stephen R. Layton and Charles J. Muskin, her attorneys, pursuant to the Maryland Rules, requests the Defendants to admit that each of the following statements of fact are true:

1. That Parcels Numbered 1 & 2, as shown on the Deed dated September 18, 1973, from Eleanor Jones, Grantor, to Elva E. Smith, Benjamin F. Jones, Jeannette I. Compton, William W. Jones and Dewey E. Jones, Grantees, and recorded among the Land Records of Queen Anne's County in Liber 79 page 168, comprises the land known as the "family homestead."

2. That the said Parcels Numbered 1 and 2 have a fair market value not greater than $30,000.00.

3. That the said Parcels Numbered 1 and 2 have a fair market value not greater than $25,000.00.

4. That said Parcels Numbered 1 and 2 cannot be divided without loss or injury to the parties.

5. That it is necessary and desirable that said Parcels Numbered 1 and 2 be sold, in lieu of partition, with the proceeds of sale being divided among the parties to this action in accordance with their respective interests in said property.

6. That the parties in this action are the only persons who have any interest in said Parcels Numbered 1 and 2.

Charles J. Muskin
Charles J. Muskin
Layton and Muskin, P.A.
Attorney for Plaintiff
P.O. Box 848
Stevensville, MD 21666
301-643-3810

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 22nd day of June, 1987, a copy of this Request for Admission of Facts was mailed first class, postage prepaid, to:

Elva E. Smith, Rt. 1, Box 257, Chester, MD 21619
William W. Jones, Rt. 1, Box 256, Chester, MD 21619
Dewey E. Jones, Rt. 1, Box 234, Chester, MD 21619
Benjamin F. Jones, Marsh Road, Grasonville, MD 21638

Charles J. Muskin
Charles J. Muskin
Attorney for Plaintiff

JEANNETTE I. COMPTON	*	IN THE
Plaintiff	*	CIRCUIT COURT FOR
-vs.-	*	QUEEN ANNE'S COUNTY
ELVA E. SMITH, et al.	*	
Defendants	*	Case No. 86-00717

* * * * * * *

MOTION FOR ORDER OF DEFAULT

Jeannette I. Compton, Plaintiff, by Stephen R. Layton, Charles J. Muskin and Layton & Muskin, P.A., her attorneys, pursuant to Rule 2-613(a), respectfully files this Motion for an Order of Default and says:

1. Plaintiff's Second Amended Complaint was served upon all of the Defendants on June 22, 1987.
2. The time for filing a pleading in response to the Second Amended Complaint has expired, and none of the Defendants has filed an answer to said Amended Compliant with the Clerk of the Court nor with Plaintiff.
3. That none of the Defendants is in the military service or in the military reserves.
4. That the address set forth on the original Complaint for each of the Defendants is the latest known address for each.

WHEREFORE, Plaintiff prays:

A. That an Order of Default be entered against Elva E. Smith, William W. Jones, Dewey E. Jones and Benjamin F. Jones, Defendants, with respect to the Second Amended Complaint of Plaintiff.
B. And for such other and further relief as the nature of this cause may require.

Charles J. Muskin
Charles J. Muskin
Layton & Muskin, P.A.
Nichols Building
Stevensville, Maryland 21666
Attorney for Plaintiff

LIBER 20 PAGE 125

JEANNETTE I. COMPTON	*	IN THE
Plaintiff	*	CIRCUIT COURT FOR
-vs.-	*	QUEEN ANNE'S COUNTY
ELVA E. SMITH, et al.	*	
Defendants	*	Case No. 86-00717

* * * * * * *

ORDER OF DEFAULT

The Defendants having ~~been duly summoned~~ failed to answer the Second Amended Complaint filed in this action, and having failed to plead within the time allowed by Rule 2-341(a) and the Plaintiff having requested in writing for an Order of Default, it is

ORDERED, this 14th day of August, 1987, by the Circuit Court for Queen Anne's County, that:

1. Pursuant to Rule 2-613(a), an Order of Default be entered against Elva E. Smith, William W. Jones, Dewey E. Jones and Benjamin F. Jones, Defendants, in favor of the Plaintiff, with respect to the Second Amended Complaint.

2. A hearing will be held to determine the relief which will be granted to Plaintiff.

1987 AUG 14 PM 2:52
QUEEN ANNE'S COUNTY

Clayton C. Carey
JUDGE

LIBER 20 PAGE 126

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Courthouse
Centreville, Maryland 21617

JEANNETTE ISABEL COMPTON

Case Number 86-00717

Vs.

ELVA ELLEN SMITH, et al

NOTICE OF DEFAULT ORDER

TO:

Name ELVA E. SMITH

Address Rt. 1, Box 257, Chester, MD 21619

County

You are hereby notified that an Order of Default has been entered against you in the above entitled case on August 14, 1987.

You may move to vacate the Order of Default within thirty (30) days of the date of entry. The motion shall state the reasons for the failure to plead and the legal and factual basis for the defense to the claim.

Date Issued August 14, 1987

Marguerite W. Markin
CLERK

COPY MAILED TO ATTORNEY:

CV-5
PAUL CO.

LIBER 20 PAGE 127

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Courthouse
Centreville, Maryland 21617

JEANNETTE ISABEL COMPTON

Case Number 86-00717

Vs.

ELVA ELLEN SMITH, et al

NOTICE OF DEFAULT ORDER

TO:

Name WILLIAM W. JONES

Address Rt. 1, Box 256, Chester, MD 21619

County

You are hereby notified that an Order of Default has been entered against you in the above entitled case on August 14, 1987.

You may move to vacate the Order of Default within thirty (30) days of the date of entry. The motion shall state the reasons for the failure to plead and the legal and factual basis for the defense to the claim.

Date Issued August 14, 1987

Marguerite W. Mankin
CLERK

COPY MAILED TO ATTORNEY:

CV-5
PAUL CO.

LIBER 20 PAGE 128

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Courthouse
Centreville, Maryland 21617

JEANNETTE ISABEL COMPTON

Case Number 86-00717

Vs.

ELVA ELLEN SMITH, et al

NOTICE OF DEFAULT ORDER

TO:

Name DEWEY E. JONES

Address Rt. 1, Box 234, Chester, MD 21619

County

You are hereby notified that an Order of Default has been entered against you in the above entitled case on August 14, 1987.

You may move to vacate the Order of Default within thirty (30) days of the date of entry. The motion shall state the reasons for the failure to plead and the legal and factual basis for the defense to the claim.

Date Issued August 14, 1987

Marguerite W. Mankins
CLERK

COPY MAILED TO ATTORNEY:

CV-5
PAUL CO.

LIBER 20 PAGE 129

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Courthouse
Centreville, Maryland 21617

JEANNETTE ISABEL COMPTON

Case Number 86-00717

Vs.

ELVA ELLEN SMITH, et al

NOTICE OF DEFAULT ORDER

TO:

Name BENJAMIN F. JONES

Address Marsh Road, Crasonville, MD 21638

County

You are hereby notified that an Order of Default has been entered against you in the above entitled case on August 14, 1987.

You may move to vacate the Order of Default within thirty (30) days of the date of entry. The motion shall state the reasons for the failure to plead and the legal and factual basis for the defense to the claim.

Date Issued August 14, 1987

Marguerite W. Mankin
CLERK

COPY MAILED TO ATTORNEY:

CV-5
PAUL CO.

JEANNETTE I. COMPTON	*	IN THE
	*	CIRCUIT COURT OF
-VS-	*	MARYLAND FOR
	*	QUEEN ANNE'S COUNTY
ELVA E. SMITH, ET AL	*	Case No. 86-00717

* * * * * * * * *

LINE

Dear Madam Clerk:

Please set the above referenced matter in for a Hearing on the 5th day of February, 1988. @ 1:30 P.M.

Charles J. Muskin /mea

Charles J. Muskin
Layton & Muskin, P.A.
Nichols Building
Stevensville, Maryland 21666
643-3810
Attorney for Plaintiff

RECEIVED
CLERK, CIRCUIT COURT
1988 JAN 21 AM 10 56
QUEEN ANNE'S COUNTY

SO ORDERED this 21st day of January, 1988 by the Circuit Court for Queen Anne's County.

Clayton D. Carter
Judge

JEANNETTE I. COMPTON	*	IN THE
Plaintiff	*	CIRCUIT COURT OF
-vs-	*	MARYLAND FOR
ELVA E. SMITH, et al.	*	QUEEN ANNE'S COUNTY
Defendants	*	Case No. 86-00717

* * * * * * * * * *

JUDGMENT AND ORDER

WHEREAS, Judgment by Default was granted to Plaintiff on her Second Amended Complaint pursuant to Rule 2-613(e), and this Court being satisfied that it has jurisdiction over this matter, and that notice of the Order of Default was mailed to the Defendants pursuant to Rule 2-613(b), and that none of the Defendants moved to vacate the Order of Default within 30 days of its entry, and that the Court is satisfied that the failure of Defendants to respond shall be treated as an admission of the allegations in the Second Ameneded Complaint, and that Defendants have failed to respond to the Plaintiff's request for admission of facts and such failure is treated as an admission of those facts, and that the Court finds that the fair market value of Parcels Nos. 1 and 2 in the Deed dated September 18, 1973, and recorded among the Land Records of Queen Anne's County in Liber 79, folio 168 is $30,000.00, and that said Parcels Nos. 1 and 2 cannot be divided without loss or injury to the parties,

THEREFORE, it is this 8th day of February, 1988, by the Circuit Court for Queen Anne's County, Maryland, ORDERED, ADJUDICATED AND DECREED;

1. That, Parcels No. 1 & 2, in the deed dated September 18, 1973 from Eleanor Jones, Grantor, to Elva Smith, Benjamin

Franklin Jones, Jeannette Isabel Compton, William Weldon Jones, and Dewey Ellis Jones be sold.

2. That the Court appoints Stephen R. Layton and Charles J. Muskin as Trustees, pursuant to Rule BR2.b, upon the furnishing of a bond in the penal sum of $30,000.00 conditioned on faithful performance and excution of the trust reposed in them.

3. That upon the filing of an appraisal, done by a competent appraiser approved by this Court, stating that the fair market value of this property is $30,000.00, the Trustees shall be empowered to sell the Parcels at private sale for that amount.

Clayton C. Carter

CLAYTON C. CARTER, JUDGE

LIBER 20 PAGE 133

JEANNETTE I. COMPTON	*	IN THE
Plaintiff	*	CIRCUIT COURT OF
-vs-	*	MARYLAND FOR
ELVA E. SMITH, et al.	*	QUEEN ANNE'S COUNTY
Defendants	*	Case No. 86-00717

* * * * * * * * *

LINE

Madam Clerk:

Please file the enclosed appraisal in the above referenced case, pursuant to an order of this Court dated February 8, 1988.

STEPHEN R. LAYTON
Layton & Muskin, P.A.
Nichols Building
Stevensville, Maryland 21666
(301) 643-3810

Appraisal of Jones Property April 2, 1988

Deed reference numbers are liber CWC 79 and folio 168 to be further described on a December 1987 survey as parcels 1 and 2. The subject property is located on 2nd Street or as also known as Church Street in the Crab Alley Neck area also known as the village of Dominion located in the 4th tax district of Queen Anne's county. The survey is included to illustrate the irregular boundary, the area consists of approximately 1/3 acre by estimate. There are two easements emcumbering the property and they are noted also and described as easement area "A" about 140 feet to the north of the house and another called easement area "B" about 15 feet directly in the front of the house, this area borders the north side of a 15 foot lane. The road does not conform to current county specifications but is the responsibility of the roads division and maintained by such, this lane ends abruptly in the yard of the subject property without the benefit of a cul-de-sac .

The property is improved with a one and a half story frame house built about the early to mid 1940's as determined by the style of construction and available information. The house is built on piers close (within 12'' of the earth in some areas) to ground contact. The dimensions of it are 24 feet wide by 26 feet 4 inches on the first story. the second story is not of full floor area but does offer adequate ceiling height in most areas because of a front and rear dormer each of about 17 feet long and 17 feet wide apart. This dwelling is of frame construction and configured with four rooms and a stairway on the first floor and open area upstairs. The rooms offer a bedroom, kitchen, living and dining room or a second bedroom in place of a dining room. The rooms except the kitchen do not have any storage or closet space. The walls and ceilings would require attention due dampness and exposure to it from the house remaining unheated and no insulation in the walls, ceilings and floors. Wallpaper and layers of old paint would require removal for preparation and repair to damaged areas of walls and ceilings. A chimney exists in the center of the house but use and condition are undetermined. A limited 110 volt, 30 amperes electric service exists, but a review of such would be in order prior to use. No bathroom facilities or space partitioned for such exists. No outside privy or outhouse facility is available.

either. A water pump exists but is not connected to a well nor is any well existant on parcels 1 or 2. A drain for the kitchen sink is available but not acceptable for use. This house is frame built and appears to be in fair-good condition but will require attention to caulk and paint clapboard siding, windows and doors. The house has 8" clapboard siding, double hung single pane glass wood windows and a front porch stoop with a small gable front roof. The structure seems sound but does have openings under the house allowing air to flow freely through and under the house. This is noted since many lending institutions require closed perimeter foundations even if built on piers. The plywood enclosure is not acceptable.

The house is small but could be very nice with a moderate amount of renovation, it would require some form of heat, artesian well, septic tank/system per Queen Anne's County Health Department, construction of a bathroom in the house, updating electrical service and appropriate wiring and rewiring, installation of new kitchen and plumbing for this area. Insulation for the floors, walls and ceiling are certainly optional in this case but should draw serious consideration in view of energy costs.

The house is at a dead end of a small lane and is about 15 feet from it. This property has 14 lines drawn on the survey to make up the metes and bounds and uses 15 existing iron pipes and monuments along with new iron pipes required in this survey. The point to be made here is the county normally requires 35 feet for front and rear setbacks of buildings, although this building exists, additions may be limited in these directions. Another important factor is the normal septic tank is with ten feet from the house with the distribution box and 150' of drain extending from it, although the drain field may be two 75' legs this lot does limit constrcution and create difficulty installing a septic system.

The house itself is quaint and does conform to the area in style.

The above information provided is to show the irregularity of the lot boundary, the postioning of the house upon it, no well or sewer is in place and installation of a septic system must be installed to county standards but with consideration of where a drain field can flow, also the lack of central heating or even an open space heater.

This property is unique in the above mentioned factors, with great difficulty locating usable and similar comparables for the market data approach. A replacement cost approach is also included so the two can be coorelated and will support the end value.

Market Data Approach

1. The first and most recent comparable has an April 1988 settlement to note. This property is located on Kent Island near the Cloverfields area on Lots Road and further described as lot 48, block 18, parcel 56. The first floor area is 556 square feet and consists of a living room, kitchen, two bedrooms and a bath. The lot dimensions are 80 X 183 and consists of 1/3 acre. This property alike the subject property is in close proximity to the business areas of Rt. 50/Kent Island. This property does have in addition to the subject a bath, septic, well, space heat and a closed foundation.

Sale price: $36,000 less addition features $500, $1500, $1500, $500 and $500 = $ 4,500
Adj. price $31,500

2. The second comparable is over a year old, but will be adjusted for inflation and market increases. This property is located in the Grasonville area on Melvin Avenue and further described as section 22, parcel 254. The lot dimensions are 120 X 150 and consists of 4/10 acre. The first floor area is 624 square feet and consists of a living room, kitchen, two bedrooms and a bath. This property has in addition to the subject a bath, public sewer, well, space heat and a closed foundation.

Sale price: $29,000 plus inflation/market increase 10% X 1.5years= 15%
15% credit: $ 4,500
New price: $33,000 less additional features $500, $1500, $1500, $500 and $500 = $ 4,500
Adj. price: $29,000

3. The third comparable is settled last spring/summer 1987 and is very similar to compare with the subject, this property is located in the Grasonville/Queenstown area and almost surrounded by prestigious subdivisions of waterfront and inland homes. This factor is important because of the influence these communities have on land values, although it is not in any community the value is realized because it is known to exist in the Bennett Point area. This property is located on Bennett Point Road and further described as parcel 35. The lot size dimensions are 80 X 100 consisting of about 1/4 acre. The first floor is 600 square feet and consists of a living room, kitchen, and two bedrooms. This property may appreciate faster because of the location and influence of many other communities upon it, otherwise they compliment each other very well.

Sale price: $32,500 less greater land value difference
$ 2,000
Adj. price: $30,500

Replacement Cost Approach

The subject property is located on an unusual lot which have a market value of $15,000 as a sale price.

The building and prime concern in this approach consists of 624 square feet on the first floor and about 300 square feet of use upstairs. The building lacks insulation, plumbing, etc. and aforementioned items and must be considered when factoring replacement costs per square foot.

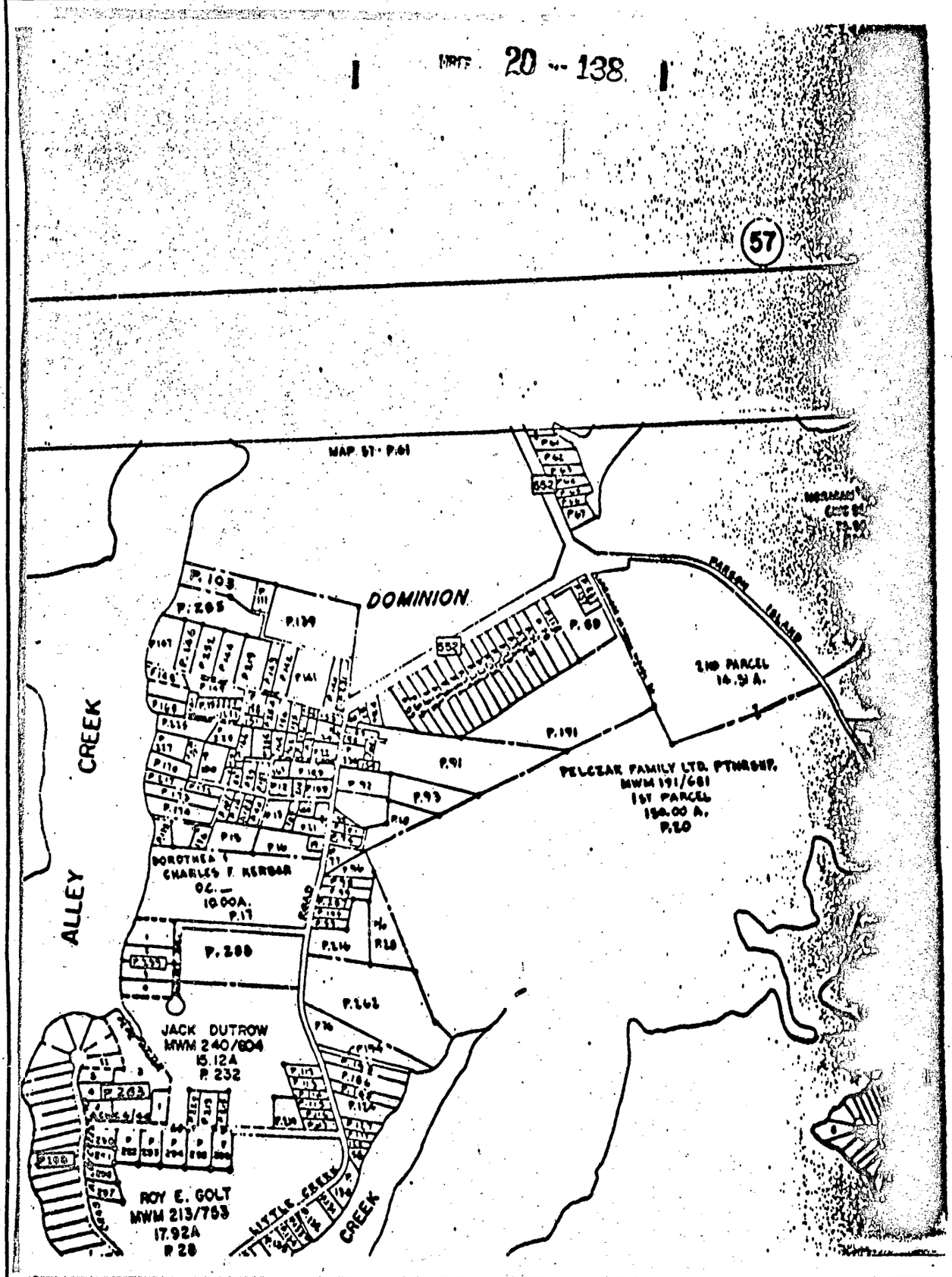
The factors used are $23.00 per square foot for the first floor and $12.00 per square foot of the upstairs.

$22.00 X 624 square feet of space on first floor area		=	$13,728
$12.00 X 300 square feet of space on upstairs floor area		=	$ 3,600
	Subtotal	=	$17,328
Additional value of land to be included		=	$15,000
	Total	=	$32,328

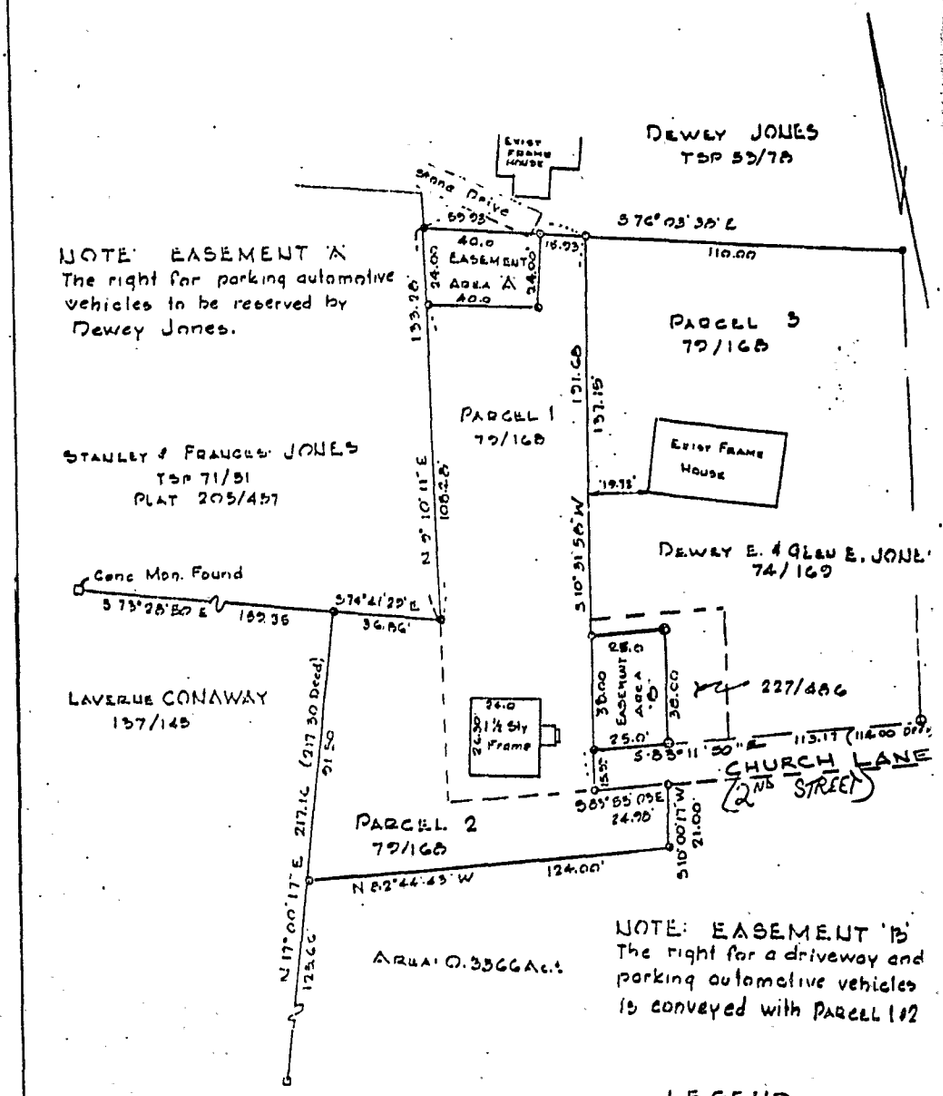
The value is rounded to $32,500 for a replacement cost.

Analysis of data

The market data suggests a range from $29,000 to $31,500 with the replacement cost supporting $32,500. The combination of the two creates a $29,000 to $32,500 price range. The third comparable is the best to use, that property supports $30,500, and determine market value to be mid-range at $30,750.


57
MAP 57 · P.61
DOMINION
P. 103
P. 205
P. 139
P. 89
PARSON ISLAND
2ND PARCEL
14.31 A.
P. 191
P. 91
P. 93
PELCZAR FAMILY LTD. PTNRSHP.
MWM 191/681
1ST PARCEL
150.00 A.
P. 20
DOROTHEA T.
CHARLES F. KERBER
OC. —
10.00A.
P. 17
ROAD
P. 288
P. 262
JACK DUTROW
MWM 240/604
15.12A
P. 232
ROY E. GOLT
MWM 213/753
17.92A
P 28
LITTLE CREEK
CREEK
ALLEY
CREEK

LIBER 20 PAGE 139



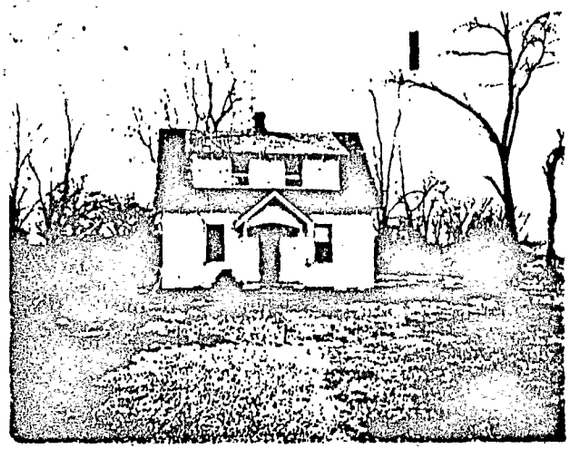
LEGEND

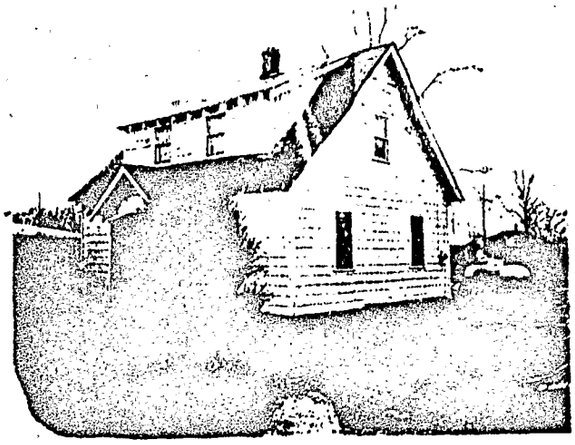
- Iron Pipe Found
- Iron Pipe Set
- Conc. Mon. Found

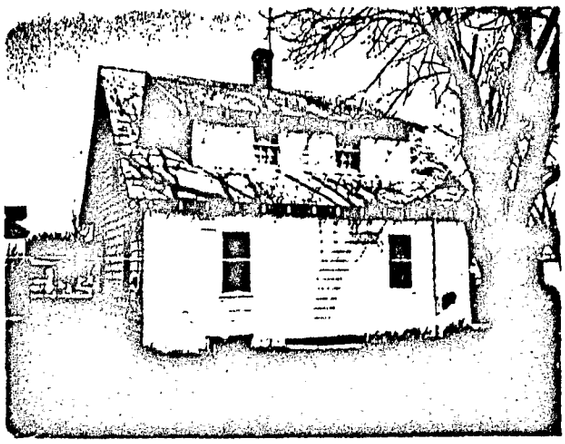
Reference: CWC 79, Folio 168

SURVEY PLAT
PARCELS 1 & 2
CPAR: ALLEY NECK - VILLAGE OF DOMINION
4TH District Queen Anne's County, Md.
Scale: 1"=40' December, 1981

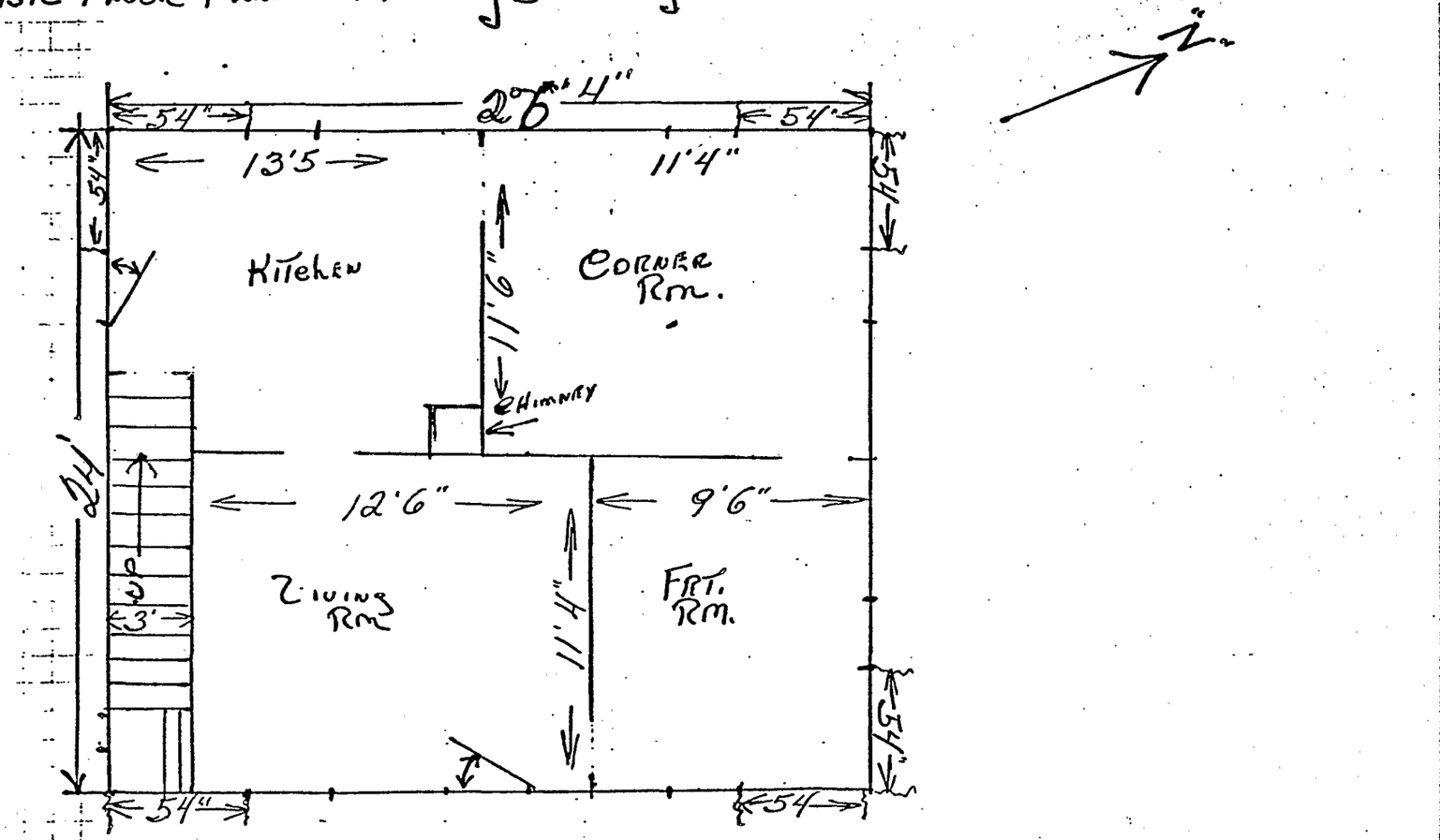
C. H. MILLER
REG PROF L.S No 4011
Route 1 Box 255
Greensboro, Maryland 21639







BASIC FLOOR PLAN OF EXISTING DWELLING OF ELINORE JONES PROPERTY CHESTER, MT



Scale 1 Block = 1'

BOND

We, Stephen R. Layton and Charles J. Muskin, and Selective Insurance Company of America, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound under the State of Maryland in the full and just sum of Thirty Thousand Dollars ($30,000.00) current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bond 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 23rd day of June, 1988.

THE CONDITION OF THE FOREGOING OBLIGATION IS that, whereas by an Order of the Circuit Court of Maryland for Queen Anne's County, made and entered on the 8th day of February, 1988, Stephen R. Layton and Charles J. Muskin were appointed Trustees for the sale of real property, the subject matter of Case #86-00717 in the aforementioned Court, upon the execution of a bond according to law in the amount of Thirty Thousand Dollars. If Stephen R. Layton and Charles J. Muskin as such Trustees shall faithfully execute the duties of the trust according to law, then this obligation shall be void, otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said Trustees have set their hands and seals 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

Michele E. Skarurcki — STEPHEN R. LAYTON

Michele E. Skarurcki — Charles J. Muskin
CHARLES J. MUSKIN

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

ATTEST:

SELECTIVE INSURANCE COMPANY OF AMERICA

BY: Judith M. Bonnicksen
Attorney-in-Fact

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1923 NEW JERSEY

surety approved and bond filed 6/23/88

LIBER 20 PAGE 142A

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

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County this 16th day of August, 1988.

Marguerite W. Mankin

MARGUERITE W. MANKIN, CLERK, CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

LIBER 20 FOLIO 142B

JEANNETTE I. COMPTON	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
ELVA E. SMITH, et al.	*	QUEEN ANNE'S COUNTY
Defendants	*	MARYLAND
	*	Case No. 86-00717

****

REPORT OF SALE

The report of sale of STEPHEN R. LAYTON and CHARLES J. MUSKIN, trustees under the trust created by the Order of this Court dated February 8, 1988, to make the sale of the real property known and described as parcels 1 and 2 in the Deed dated September 18, 1973 and recorded among the Land Records of Queen Anne's County in Liber 79, folio 168, in the proceedings in said cause mentioned, respectfully shows that after giving bond for the faithful discharge of their trust and having secured an appraisal of the property as prescribed by said decree and having given actual notice of the time, place, manner and terms of private sale to the defendants through the offices of Michael R. Foster, settlement attorney, said trustees did sell the aforesaid real property to Irving D. Harbaugh, Jr. and Virginia M. Harbaugh on July 8, 1988.

Stephen R. Layton, Trustee

Charles J. Muskin, Trustee

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

I HEREBY CERTIFY, that on this 30 day of August, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Stephen R. Layton and Charles J. Muskin, Trustees, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

Michele E. Skarwecki
Notary Public

My commission expires July 1, 1990

MICHELE F. SKARWECKI NOTARY PUBLIC QUEEN ANNE'S CO., MD.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEANNETTE I. COMPTON, Plaintiff

vs.

ELVA E. SMITH, et al. Defendants

Civil No. 86-00717

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 1st day of September, 1988 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.

Filed: September 1, 1988

Marguerite W. Mankin
Marguerite W. Mankin,
Clerk

20 146

JEANNETTE I. COMPTON	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
ELVA E. SMITH, et al.	*	QUEEN ANNE'S COUNTY
Defendants	*	MARYLAND
	*	Case No. 86-00717

****

AFFIDAVIT BY PURCHASERS

RE: Property known as parcels 1 and 2 in the Deed dated September 18, 1973 and recorded among the Land Records of Queen Anne's County in Liber 79, folio 168.

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

I HEREBY CERTIFY, that on this 7th day of October, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Irving D. Harbaugh, Jr. and Virginia M. Harbaugh, purchasers of the said property and made oath in due form of law that they are the purchasers of said property as principals and not as agents and that they have not directly or indirectly discouraged anyone from bidding or submitting offers for the purchase of the said property mentioned in the report of sale.

MICHELE E. SKARWECKI NOTARY PUBLIC QUEEN ANNE'S CO., MD.

Irving D. Harbaugh, Jr.
IRVING D. HARBAUGH, JR. Purchaser

Virginia M. Harbaugh
VIRGINIA M. HARBAUGH, Purchaser

Michele E. Skarwecki
Notary Public
My commission expires July 1, 1990

RECEIVED
CLERK, CIRCUIT COURT
1988 OCT 18 PM 3:19
QUEEN ANNE'S COUNTY

JEANNETTE I. COMPTON	*	IN THE
Plaintiff	*	CIRCUIT COURT
v.	*	FOR
ELVA E. SMITH, et al.	*	QUEEN ANNE'S COUNTY
Defendants	*	MARYLAND
	*	Case No. 86-00717

****

FINAL ACCOUNT AND PETITION FOR DISTRIBUTION

STEPHEN R. LAYTON and CHARLES J. MUSKIN, trustees under the trust created by the order of this court dated February 8, 1988, renders to this court their final account and report of their administration of the trust, covering the period from February 8, 1988 to October 18, 1988, as follows:

Debits

The trustees are chargeable as follows:

Receipts from the sale of the real property, the subject of the above-captioned case and further described as Parcels Nos. 1 and 2 in the Deed dated September 18, 1973, and recorded among the Land Records of Queen Anne's County in Liber 79, folio 168 - - THIRTY THOUSAND DOLLARS ($30,000)

Credits

Trustees are entitled to the following credits:

Advertising Fee - NINETY THREE DOLLARS AND EIGHTY SEVEN CENTS (93.87)

Trustees Bond - -ONE HUNDRED TWENTY DOLLARS ($120)

Appraisal - ONE HUNDRED TWENTY FIVE DOLLARS ($125)

Recording - - ONE HUNDRED FORTY ONE DOLLARS ($141)
Taxes - FIVE DOLLARS & EIGHTY FOUR CENTS ($5.84)

Recapitulation

Total Debits	$30,000.00
Total Credits	$485.71
Balance chargeable to trustees	$29,514.29

I

After payment of compensation, administration expenses and costs, petitioners propose to distribute the remainder of the estate in equal shares to the defendants in Case No. 86-00717.

II

Petitioners are entitled to reasonable compensation for services rendered as trustees during the period covered by this account, including trustees services in the sale and settlement of sale of the real property and distribution of the estate.

WHEREFORE, petitioners pray:

1. That this final account be allowed and settled;

2. That compensation in the amount of THREE THOUSAND DOLLARS, ($3,000.00) be allowed petitioners as trustees;

3. That the balance of the trust estate, after payment of the compensation, costs and expenses, be ordered paid and transferred to Elva E. Smith, Benjamin F. Jones, Jeannette I. Compton, William W. Jones and Dewey E. Jones, in equal shares; and

4. For such other and further orders as the court may deem appropriate.

Dated:October 18, 1988

RECEIVED
CLERK.CIRCUIT COURT
1988 OCT 18 PM 3:19
QUEEN ANNE'S COUNTY

STEPHEN R. LAYTON, P.A.

STEPHEN R. LAYTON
Nichols Building
Stevensville, Maryland 21666
(301) 643-3810

LIBER 20 PAGE 149

Centreville, Md. 9/21 1988

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 1st day of Oct. 1988.

And that the first insertion of said advertisement in the said RECORD OBSERVER/[redacted] was on the 7th day of Sept. 1988, and the last insertion on the 21st day of Sept. 1988.

Publishers, Record Observer

Per Dorothy T. Monroe

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
JEANNETTE I. COMPTON, Plaintiff
vs.
ELVA E. SMITH, et al., Defendants
Civil No. 86-00717
NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 1st day of September, 1988, 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 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
Truo Copy, Test:
Marguerite W. Mankin, Clerk
By: Betty M. Comegys, Deputy Clerk
Filed September 1, 1988
80 9 7 30 04

RECEIVED
CLERK, CIRCUIT COURT
1988 OCT 28 AM 9:54
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 150

JEANNETTE ISABEL COMPTON	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
ELVA ELLEN SMITH et al.	:	CIVIL NO. 86-00717

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 November, 1988, 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. Carey
Judge

CLERK CIRCUIT COURT
1988 NOV -2 PM 12:00
QUEEN ANNE'S COUNTY

Distribution:
File
Fiduciary(s)
Court Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEANNETTE ISABEL COMPTON	:	
v.	:	Civil #86-0717
ELVA ELLEN SMITH, et al.	:	

AUDITOR'S ACCOUNT

PROCEEDS OF SALE (Note 1)				
Sale Price, as reported			$ 30,000.00	
1/2 recordation tax			66.00-	
1/2 transfer tax			75.00-	
Real property taxes $ 266.33 from 07/01/88 to 07/08/88 8 days @ $ 0.7296			5.84-	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION				$ 29,853.16
COMMISSIONS, to Fiduciaries			$ 1,650.00-	
EXPENSES OF SALE				
Court costs		$ 418.00-		
Advertising Report of sale		93.87-		
Bond premium		120.00-		
Appraisal		125.00-	756.87-	
AUDITOR'S FEE AND COSTS				
Fee for audit		$ 65.00-		
Postage & copies		5.00-	70.00-	2,476.87
NET AMOUNT AVAILABLE FOR DISTRIBUTION				$ 27,376.29
DISTRIBUTION: (1/5 to each - Note 2)				
Jeannette Isabel Compton		$ 5,475.25-		
Elva Ellen Smith		5,475.26-		
William Weldon Jones		5,475.26-		
Dewey Ellis Jones		5,475.26-		
Benjamin Franklin Jones		5,475.26-		27,376.29-
Balance after Distribution				$ .00

Note 1 The sale price is approved in the Order of February 8, 1988, and contained in the Report of Sale. As no formal contract of sale was filed in the action, the "Final Account" filed October 18, 1988, or the Suggested Account received by the Auditor on November 21, 1988, it is assumed that the only adjustments to the purchase price are those contained in the Suggested Account.

Note 2 The Complaint filed on July 30, 1986, alleges that "the parties are co-tenants in common in the . . . property, each owning a one-fifth interest therein". This allegation is incorporated by reference in the Amended Complaints filed on December 5, 1986, and June 25, 1987. These allegations were implicitly confirmed as part of the Default Judgments. Rule 2-613; Niemeyer, page 361. Compare, Rule 3-509.

NOTICE

The attached Account was filed on November 22, 1988. 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 #86-0717. 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 November 22, 1988:

Charles J. Muskin, Esquire
Post Office Box 848
Stevensville, Maryland 21666

Elva Ellen Smith
Route 1 Box 257
Chester, Maryland 21619

William Weldon Jones
Route 1, Box 256
Chester, Maryland 21619

Benjamin Franklin Jones
Marsh Road
Grasonville, Maryland 21638

John W. Sause, Jr.
Auditor

LIBER 20 PAGE 154

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEANNETTE ISABEL COMPTON	:	
	:	
v.	:	Civil #86-0717
ELVA ELLEN SMITH, 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 7th day of December, 1988,

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 O. Carlo
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1988 DEC -7 PM 3:41
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 155

VACHEL A. DOWNES, JR. Attorney named in Mortgage 115 Lawyers Row Centreville, Maryland (21617)	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
	:	CIVIL ACTION
JEFFREY G. LEE JOANNA C. LEE 14932 Perrywood Drive Burtonsville, Maryland (20866)	:	NO. 88-0149 CIVIL

8801491#
CIV FEES 80.00
SUBTOTAL 80.00
CHECK/MO 80.00
#112780 C001 R00 T15:03
09/08/88

ORDER TO DOCKET SUIT

TO: Marguerite W. Mankin, Clerk:

Madame Clerk: You will please docket suit as per the above titling for foreclosure of a mortgage from Jeffrey G. Lee and Joanna C. Lee to Kettler Brothers, Inc., a Maryland corporation, dated June 4, 1985, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 232, folio 892; Vachel A. Downes, Jr., being the attorney named in said mortgage for the for purpose of collection by foreclosure or otherwise; default having occurred in terms thereof by reason of non-payment of principal and interest payable under the terms of said mortgage after demand thereof was made; and you will file herewith said mortgage as well as the accompanying affidavit.

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

AFFIDAVIT

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

I HEREBY CERTIFY, that on this 8th day of September, 1988, before me, the subscriber, a Notary Public as aforesaid, personally appeared Vachel A. Downes, Jr., Attorney named in Mortgage, and made oath in due form of law to the best of his knowledge,

information and belief that Jeffrey G. Lee and Joanna C. Lee, reside at the above address, and that they are not now in the military service of the United States of America as defined by the Soldier's and Sailor's Civil Relief Act of 1940, with amendments thereto, of Chapter 710 of the Laws of Maryland of 1941, nor have they been in such military service within three months prior hereto, nor are they in the military service of any nation allied with the United States, nor have said defendants been ordered to report for induction under the Selective Training and Service Act of 1940 as amended, nor are said defendants members of the Enlisted Reserve Corps who has been ordered to report for military service.

WITNESS my hand and Notarial Seal.

Judith C. Conley

NOTARY PUBLIC

My Commission Expires 7/1/1990

NOTARY PUBLIC JUDITH C. CONLEY QUEEN ANNE'S COUNTY

DOCUMENT NO. 123,240.

THIS MORTGAGE, made this 4th day of June, 1985, by and between JEFFREY G. LEE and JOANNA C. LEE, his wife, hereinafter called "Mortgagor"; and KETTLER BROTHERS, INC., a body corporate of the State of Maryland, hereinafter called "Mortgagee";

WHEREAS, the Mortgagor is indebted unto the Mortgagee in full and just sum of THIRTY-TWO THOUSAND DOLLARS ($32,000.00), for money this day lent and advanced to the Mortgagor, as represented by a promissory note for the said sum of THIRTY-TWO THOUSAND DOLLARS ($32,000.00), bearing even date herewith, with interest thereon from the date hereof. Said principal indebtedness and the interest to accrue thereon shall be due and payable as in said note set forth, and providing that any remaining indebtedness, if not sooner paid, shall be due and payable in full on the 4 day of June, 1990; provided further that the aforesaid indebtedness shall be paid in full prior to the commencement of any improvements on the hereinafter mentioned property.

WHEREAS, it was a condition precedent to the making of the aforesaid loan of THIRTY-TWO THOUSAND DOLLARS ($32,000.00), represented by the aforesaid promissory note, that the same should be secured by the execution and delivery of this Mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: that in consideration of the premises, and the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, the said Borrower does hereby grant and convey unto Kettler Brothers, Inc., a body corporate, its successors and assigns, in fee simple, all of the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a certain plat entitled, "Revised Plat Amended Plat 6 of 10, Cove Creek Club, Queen Anne's County, Maryland", dated September, 1979, by Dowberry, Noalon and Davis, registered engineers and surveyors, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 167 folio 430, and in Plat Book M.W.M. No. 5 folio 9. Said lot being known and designated as Lot No. 87-A of Cove Creek Club.

BEING all the same lands granted and conveyed unto said Borrower by deed dated the 4th day of June, 1985, recorded or intended to be recorded among the Land Records of Queen Anne's County prior hereto.

SUBJECT, nevertheless, to the terms and provisions of a certain Declaration of Covenants, Conditions and Restrictions (The CoveCreek Club) made by Milton E. Kettler and Barbara W. Kettler, as "Declarants", and Kettler Brothers, Inc., as "Developer" dated the 1st day of

6/28/85 Original mailed to Kettler Bros. Inc
9426 Stewartown Rd.
Gaithersburg, MD 20879

November, 1979, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 156 folio 715, and of a certain Supplementary Declaration of Covenants, Conditions and Restrictions (The CoveCreek Club) by the same parties, dated the 1st day of November, 1979, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 156 folio 734, said cevenants, conditions and restrictions being hereby incorporated in this instrument as a part hereof by reference thereto, as evidenced by the execution of these presents and by the acceptance by the Grantee of its delivery.

TOGETHER with all buildings and improvements now and hereafter on said land, and all and every the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of the Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the Mortgagors shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by the Mortgagors in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all the terms, covenants and conditions of this mortgage and the note secured hereby, including the payment of any late charges, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

THE MORTGAGORS JOINTLY AND SEVERALLY HEREBY COVENANT:

a. That they warrant specially the property hereby conveyed; that they are seized thereof in fee simple and have a right to convey the same; that they have done no act to encumber the same; that they will execute such further assurances thereof as may be requisite.

b. That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagors by voluntary or involuntary grant or assignment or in any other manner without the Mortgagee's written consent, or should they default on any note, bond, mortgage or deed of trust secured by or securing a prior lien upon the herein mortgaged property, or should the same be further encumbered by the Mortgagors, their or its successors, heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum at the option of the Mortgagee shall immediately become due and owing as herein provided.

c. That they will pay or cause to be paid when due the principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest, thereon, and all other sums payable by them in accordance with the terms of this mortgage and note secured hereby, or any renewals or extensions, and that they hereby expressly waive the benefit of all exemptions, homestead or otherwise, under the laws of this or any other state, and agree to pay the debt without any offset whatsoever.

d. That they will pay when due all taxes, liens, judgments or assessments, heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed, or any part thereof.

e. That they will commit no waste and that they will not cut or remove or permit to be cut or removed any wood or timber from said premises without the written consent of the Mortgagee.

f. If the Mortgagee shall incur any expense or expend any sums, including reasonable attorney's fees, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title of the property, all such sums shall be paid by the Mortgagors, together with interest thereon at the current rate hereunder. Sums so expended by the Mortgagee shall be a lien on the premises secured by this mortgage and bear interest from the date of payment at the current rate hereunder until paid.

g. That in the event the Mortgagors fail to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property hereby conveyed the Mortgagee may make such payment and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the current rate hereunder until paid, and be secured by the lien of this mortgage.

THE PARTIES HERETO FURTHER COVENANT AND AGREE:

1. Upon any default in any of the covenants of this mortgage, the Mortgagors in accordance with Subtitle W of the Maryland Rules of Procedure, or any other general or local rules, regulations or laws of the State of Maryland relating to the mortgage, including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, do hereby (a) declare their assent of the passage of a decree for the sale of the property; and (b) authorize the Mortgagee, its successors or assigns, or Vachel A. Downes, Jr., its attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the assent to a decree or power of sale, may be made by the person or persons authorized to sell either as an entirety or in such separate parcels and on such terms and at such places and in such manner as they may deem advisable.

2. Upon any sale of the property under this mortgage, whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of such sale shall be applied as follows: First, to the payment of all expenses incident to the sale including a counsel fee of Two Hundred Fifty Dollars ($250.00) for conducting the proceedings if without contest, but if legal services be rendered to the trustees appointed by such decree or to the Mortgagee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making the sale equal to the commissions allowed trustees for making sales of property under decrees of the equity court having jurisdiction, and also any liens prior to the lien of this mortgage unless the sale is made subject to such prior liens; Second, to the payment of all claims of the Mortgagee hereunder, whether they are matured or not, with interest thereon until final ratification of the auditor's report; Third, the balance, if any, to the Mortgagors or to any person or persons entitled thereto, upon the surrender of the property to the purchaser, less any expenses incurred in obtaining possession.

3. Immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagors and each of them, to the party inserting the advertisement or notice all expenses incident to such advertisement or notice, all court costs, attorney's fees and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, then due, equal to one-half (1/2) the percentage allowed as commission on such sum to trustees making sales under orders or decrees of the equity court having jurisdiction, and such party shall not be required to receive the principal and interest only of the mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of such expenses, costs, attorney's fees and commissions.

4. The Mortgagee may at any time renew this mortgage, extend the time for payment of the debt or any part thereof or interest thereon and waive any of the covenants or conditions of this mortgage in whole or in part, either at the request of any one or more of the Mortgagors or of any person having an interest in the property, take or release other security, or any part of this property, or such other security, grant extensions, renewals or indulgences therein, or apply to the payment of principal and interest on the mortgage debt any part or all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the Mortgagors or any of them, from any of the covenants or conditions of this mortgage, or releasing the unreleased part of the property herein described from the lien of this mortgage for the amount of the mortgage debt, and may release any party primarily or secondarily liable on the mortgage debt without releasing any other party liable thereon and without releasing the property subject thereto.

5. Until default is made in any covenant or condition of this mortgage, the Mortgagors shall have possession of the property. Upon default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagors, or any of them, to the immediate possession of the property and to the appointment of a receiver of the property to operate the same, without regard to the adequacy thereof as security for the mortgage debt, and the Mortgagors shall pay all costs in connection therewith, and upon any default, whether or not a receiver be appointed, the rents and profits of the property are hereby assigned to the Mortgagee as additional security.

6. The rights, powers, privileges and discretions specifically granted to the Mortgagee under this mortgage are not in limitation of, but in addition to those to which the Mortgagee is entitled under any general or local laws relating to the mortgages in the State of Maryland, now or hereafter existing.

7. Before full payment of the mortgage debt, the Mortgagee, in its discretion, may make advances to the Mortgagors to the extent permitted by law and such sums shall be secured by this mortgage.

8. The rights, powers and privileges and discretion to which the Mortgagee may be entitled shall inure to the benefit of it and its successors and assigns; are cumulative and note alternative; may be enforced successively or concurrently; and failure to exercise any of them shall not be deemed a waiver thereof and no waiver of any one shall

be deemed to apply to and other, nor shall it be effective unless in writing and signed by the Mortgagee.

9. The covenants, agreements, conditions and limitations of or imposed upon the Mortgagor, shall be binding upon his respective heirs, personal representatives, successors and assigns.

10. Whenever used herein the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

WITNESS the signatures and seals of the Mortgagors.

WITNESS:

Robert A. Larson — Jeffrey G. Lee (SEAL)
JEFFREY G. LEE

Robert A. Larson — Joanna C. Lee (SEAL)
JOANNA C. LEE

STATE OF Maryland
CITY OR COUNTY OF Montgomery TO WIT:

I HEREBY CERTIFY, that on this 31st day of May, 1985, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County of Montgomery, personally appeared Jeffrey G. Lee and Joanna C. Lee, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

MELINDA J. LARSON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1986

Melinda J. Larson
NOTARY PUBLIC

My Commission Expires: 7-1-1986

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

I HEREBY CERTIFY, that on this 4 day of June, 198__, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, personally appeared Michael P. Mars, President of Kettler Brothers, Inc., a body corporate of the State of Maryland, and made oath in due form of law that the consideration set forth in the aforegoing Mortgage is true and bona fide as therein set forth and further made oath that the actual money

advanced at the closing transaction by the secured party was paid over and disbursed by the Mortgagee unto the Mortgagor at a time no later than the final and complete execution and delivery of this Mortgage by the Borrower, and also made oath that he is such Vice President is duly authorized to make this Affidavit.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: 7-1-1986

1985 JUN -6 PM 3:35

QUEEN ANNE'S COUNTY

MTG DT
RECD FEE 27.00
POSTAGE .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 232, folio 892, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 7th day of September 1988.

Marguerite W. Naylor

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

VACHEL A. DOWNES, JR. Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
	:	CIVIL ACTION
JEFFREY G. LEE JOANNA C. LEE	:	NO. 88-01491

STATEMENT OF INDEBTEDNESS

Principal indebtedness	$31,568.41
Interest through October 4, 1988	2,311.85
Total due October 4, 1988	$33,880.26

Per diem interest: $9.51

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

I HEREBY CERTIFY, that on this 8th day of September, 1988, 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., Attorney Named In Mortgage, 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.

NOTARY PUBLIC

My Commission Expires: 7-1-1990

NOTARY PUBLIC JUDITH C. CONLEY QUEEN ANNE'S COUNTY, MD.

VACHEL A. DOWNES, JR. Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
JEFFREY G. LEE JOANNA C. LEE	:	CIVIL ACTION
	:	NO. 88-01491

AFFIDAVIT

I HEREBY CERTIFY, that on this 8th day of September, 1988, 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., Attorney Named In Mortgage and made oath in due form of law that a title examination of the property in these proceedings disclosed no junior encumbrances upon said lands, and/or judgment or similiar lien holders, and no such holder of any such subordinate interest is entitled to notice by the Laws of Maryland or the Maryland Rules of Procedure by and under Rule W 74 (2) (c) (iii).

SUBSCRIBED AND SWORN to before me, the undersigned, this 8 day of September, 1988.

Judith C. Conley
NOTARY PUBLIC
My Commission Expires: 7-1-1990

NOTARY PUBLIC JUDITH C. CONLEY QUEEN ANNE COUNTY

20 166

VACHEL A. DOWNES, JR. Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
	:	CIVIL ACTION
JEFFREY G. LEE JOANNA C. LEE	:	NO. 88-0149

AFFIDAVIT

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 8th day of September, 1988, 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., Attorney Named in Mortgage, 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 mortgage was heretofore duly given said Borrowers per the terms of the mortgage recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 232, folio 892.

Judith C. Conley

NOTARY PUBLIC

My Commission Expires: 90

NOTARY PUBLIC * JUDITH C. CONLEY * QUEEN ANNE COUNTY

BOND

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

KNOW ALL MEN BY THESE PRESENTS: that we, Vachel A. Downes, Jr., Queen Anne's County, State of Maryland, as Principal, and the Selective Insurance Company of America, 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 THIRTY-FIVE THOUSAND DOLLARS ($35,000.00) 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 8 day of September, 1988.

WHEREAS, by a certain mortgage from Jeffrey G. Lee and Joanna C. Lee, wife, to Kettler Brothers, Inc., dated June 4, 1985, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 232, folio 892, the Borrowers became indebted unto the Lender therein; and

WHEREAS, Vachel A. Downes, Jr., is the Attorney Named In Mortgage for purposes of collection and foreclosure;

WHEREAS, the above bounden, Vachel A. Downes, Jr. Attorney Named In Mortgage is about to execute the power of sale contained in the above described mortgage by making sale of the property described in, granted and conveyed by the said mortgage, default having occurred in the terms, conditions and covenants of the said mortgage by the reason of the non-payment of the principal mortgage debt named in said mortgage and by reason of the non-payment of the interest 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., Attorney Named In Mortgage does and shall, will and faithfully abide by and fulfill any Order or Decree which shall be made by any Court 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:

Deborah P. Travers

Vachel A. Downes, Jr. (SEAL)
Vachel A. Downes, Jr.
Attorney Named In Mortgage

ATTEST:

Sherry P. Goodman

SELECTIVE INSURANCE COMPANY OF AMERICA

BY: [illegible]
Attorney In Fact

Bond with surety approved
Filed 9/8/88

LIBER 20 PAGE 168

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 259, 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 October, 1988.

Marguerite W. Mankin

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

VACHEL A. DOWNES, JR. Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS	:	QUEEN ANNE'S COUNTY
JEFFREY G. LEE JOANNA C. LEE	:	CIVIL ACTION
	:	NO. 88-01491

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Vachel A. Downes, Jr., Attorney Named In Mortgage, in the proceedings in said cause above mentioned, respectfully shows that after giving bond with approved security for the faithful discharge of his duties, as prescribed by law, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Queen Anne 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 Attorney Named In Mortgage, Vachel A. Downes, Jr., did, pursuant to said notice, on Tuesday, October 4, 1988, at 10:00 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 J. WHITSON ROGERS, INC., A MARYLAND CORPORATION at and for the sum of $ 57000.00, which price was the highest amount bid for said property.

The Report of Sale states that the amount of sale is $ 57000.00.

Respectfully submitted,

Vachel A. Downes Jr

Vachel A. Downes, Jr.,
Attorney Named In Mortgage

STATE OF MARYLAND

TO WIT:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 4th day of October, 1988, 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., Attorney Named In Mortgage, 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. Conley
NOTARY PUBLIC
My Commission Expires: 1990

NOTARY PUBLIC
JUDITH C. CONLEY * QUEEN ANNE COUNTY, MD. *

LIBER 20 PAGE 171

VACHEL A. DOWNES, JR., Attorney Named in Mortgage	:	IN THE CIRCUIRT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
JEFFREY G. LEE JOANNA C. LEE	:	CIVIL ACTION
	:	NO. 88-01491

AFFIDAVIT

I HEREBY CERTIFY, that on this 4th day of October, 1988, 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., Attorney Named in Mortgage, and made oath in due form of law that registered mail notice of the time, place and terms of sale in this cause were duly served or attempted to be served by registered mail on Jeffrey G. Lee and Joanna C. Lee, at their respective last known addresses, all as prescribed by Rule W 74 (2) (c) (i) and (ii) of the Maryland Rules of Procedure.

SUBSCRIBED AND SWORN to before me this 4th day of October, 1988.

Judith C. Cole
NOTARY PUBLIC

My Commission Expires: 7-1-1990

NOTARY PUBLIC * JUDITH C. COLE * QUEEN ANNE COUNTY

1988 OCT -4 PM 12:52

QUEEN ANNE'S COUNTY

LIBER 20 FOL 172

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

September 19 ,1988

Mrs. Joanna C. Lee
14932 Perrywood Drive
Burtonville, Maryland 20866

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Re: Lot 87A, Cove Creek Club,
Stevensville, Maryland

Dear Mrs. Lee:

Please be advised tht due to serious default in the repayment of your mortgage on the captioned property to Kettler Brothers, Inc., the mortgagee has found it necessary to file foreclosure proceedings to protect its interest.

The public sale of the property is scheduled for 10:00 o'clock a.m., on the morning of Tuesday, October 4, 1988, in front of the Court House Door, in Centreville, Queen Anne's County, Maryland.

A copy of the advertisement of sale published in the Queen Anne's Record-Observer is enclosed.

Very truly,

Vachel A. Downes, Jr.
Attorney Named In Mortgage

VADjr:dt
Enclosure

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

September 19, 1988

Mrs. Joanna C. Lee
C/O Gelco Travel Services
1803 Research Boulevard
Suite 200
Rockville, Maryland 20850

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Re: Lot 87A, Cove Creek Club,
Stevensville, Maryland

Dear Mrs. Lee:

Please be advised tht due to serious default in the repayment of your mortgage on the captioned property to Kettler Brothers, Inc., the mortgagee has found it necessary to file foreclosure proceedings to protect its interest.

The public sale of the property is scheduled for 10:00 o'clock a.m., on the morning of Tuesday, October 4, 1988, in front of the Court House Door, in Centreville, Queen Anne's County, Maryland.

A copy of the advertisement of sale published in the Queen Anne's Record-Observer is enclosed.

Very truly,

Vachel A. Downes, Jr.
Attorney Named In Mortgage

VADjr:dt
Enclosure

LIBER 20 PAGE 174

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

September 19, 1988

Mr. Jeffrey G. Lee
14932 Perrywood Drive
Burtonville, Maryland 20866

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Re: Lot 87A, Cove Creek Club,
Stevensville, Maryland

Dear Mr. Lee:

Please be advised tht due to serious default in the repayment of your mortgage on the captioned property to Kettler Brothers, Inc., the mortgagee has found it necessary to file foreclosure proceedings to protect its interest.

The public sale of the property is scheduled for 10:00 o'clock a.m., on the morning of Tuesday, October 4, 1988, in front of the Court House Door, in Centreville, Queen Anne's County, Maryland.

A copy of the advertisement of sale published in the Queen Anne's Record-Observer is enclosed.

Very truly,

Vachel A. Downes, Jr.
Attorney Named In Mortgage

VADjr:dt
Enclosure

DOWNES AND GREGORY
115 Lawyers Row
Centreville, Maryland 21617
(301-758-0680)

Attorney's Sale

OF DESIRABLE UNIMPROVED RESIDENTIAL PROPERTY IN COVE CREEK CLUB, A WATERFRONT COMMUNITY QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Jeffrey G. Lee and Joanne C. Lee, wife, to Kettler Brothers, Inc., dated June 4, 1985, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 232, folio 892; (Vachel A. Downes, Jr., being the attorney named in mortage for purpose of collection by foreclosure or otherwise), default having occurred in the terms of said mortgage, the undersigned attorney named in mortgage will offer at the public auction to the highest bidder on

Tues., Oct. 4, 1988

at 10:00 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 or parcel of land, situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a certain plat entitled, "Revised Plat Amended Plat 6 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. 167, folio 430, and in Plat Book M.W.M. No. 5, folio 9. Said lot being known and designated as Lot No. 87-A of Cove Creek Club.

BEING all the same land granted and conveyed unto said Borrower by deed dated the 4th day of June, 1985, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 232, folio 890.

SUBJECT, nevertheless, to the terms and provisions of a certain Declaration of Covenants, Conditions and Restrictions (The Cove Creek Club) made by Milton E. Kettler and Barbara W. Kettler, as "Declarants", and Kettler Brothers, Inc., as "Developer" dated the 1st day of November, 1979, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 156, folio 715, and of a certain Supplementary Declaration of Covenants, Conditions and Restrictions (The Cove Creek Club) by the same parties, dated the 1st day of November, 1979, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 156, folio 734.

SUBJECT to all easements, rights of way, agreements, restrictive covenants and conditions of record prior hereto and together with all rights, privileges and advantages thereto pertaining.

TERMS OF SALE: A deposit of not less than $1,000.00 of the purchase money will be required in cash or by certified check or cashier's check on day of sale or the full purchase price in cash or by certified or cashier's check on day of sale at the option of 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 11%, which balance of the purchase price and interest to accrue thereon, and any other monies due by Purchaser(s) shall be paid within 30 days after final ratification of the sale by the Circuit Court for Queen Anne's County.

Taxes and other public charges and charges due Cove Creek Club, Inc. to be adjusted to the date of final settlement aforesaid, being the date of payment of all monies due by Purchaser(s) to attorney. All expenses of transfer, including recording costs, recordation or revenue stamps, transfer taxes, preparation of deed, notary fees, etc., to be at the 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.

Vachel A. Downes, Jr.
Attorney Named in Mortgage

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

RO 9 14 31 09

20 PAGE 176

SENDER: Complete items 1, and/or 2 when
and 4.
Put your address in the "RETURN TO" Space
card from being returned to you. The return
delivered to and the date of delivery. For addi
postmaster for fees and check box(es) for additi
1. ☐ Show to whom delivered, date, and addres
†(Extra charge)†

3. Article Addressed to:

Joanna C Lee

5. Signature — Addressee
X W Hogeback

6. Signature — Agent
X

7. Date of Delivery
9-19-88

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 19

P-531 959 900

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

G.P.O. 153-506

Sent to Mrs Joanna Lee
Street and No. 1803 Rexaw Blvd
P.O., State and ZIP Code Rockville Md 20850

P-531 959 899

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

G.P.O. 153-506

Sent to Mr Jeffrey Lee
Street and No. 14932 Pennywood Dr
P.O., State and ZIP Code Burtonsville Md 20866

P-531 959 898

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

U.S.G.P.O. 153-506

Sent to Mrs Joanna Lee
Street and No. 14932 Pennywood Dr
P.O., State and ZIP Code Burtonsville Md 20866

Postage	$ .25
Certified Fee	.85
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	.90
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$ 2.00
Postmark or Date	

PS Form 3800, June 1985

VACHEL A. DOWNES, JR. Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
JEFFREY G. LEE JOANNA C. LEE	:	CIVIL ACTION
	:	NO. 88-01491

AFFIDAVIT

The undersigned, purchaser(s) of the property described in these proceedings, of or formerly of Jeffrey G. Lee and Joanna C. Lee, sold at public auction on the 4th day of October, 1988, in front of the Courthouse Door, in Centreville, Queen Anne's County, Maryland, does hereby make oath in due form of law,
(a) by J. WHITSON ROGERS, INC., A MD. CORPORATION,
as Principal, or (b) by _____,
Agent for _____,
that the undersigned did not directly or indirectly discourage anyone from bidding for said property.

AS WITNESS my hand this 4th day of OCTOBER, 1988.

J WHITSON ROGERS, INC.
By: J. Whitson Rogers
Purchaser J. WHITSON ROGERS
PRESIDENT

_____
Purchaser

Subscribed and Sworn to before me, the undersigned, a Notary Public of the County of Queen Anne's, State of Maryland, this 4th day of October, 1988.

AS WITNESS my hand and Notarial Seal.

Judith C. Coale
NOTARY PUBLIC
My Commission Expires 7/1/1990

NOTARY PUBLIC JUDITH C. COALE QUEEN ANNE COUNTY, MD.

1988 OCT -4 11 9 52
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 178

AFFIDAVIT OF AUCTIONEER

I HEREBY CERTIFY, that on this 4th day of October 1988, that the undersigned, did sell at public sale the lands of Jeffrey G. Lee and Joanna C. Lee in Cove Creek Club, Kent Island, Queen Anne's County, Maryland, unto J. WHITSON ROGERS, INC. at and for the sum of $ 57000.00, 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 4th day of October, 1988.

AS WITNESS my hand and Notarial Seal.

Judith C. Conley
NOTARY PUBLIC
My Commission Expires: 1-1-1990

NOTARY PUBLIC JUDITH C. CONLEY QUEEN ANNE COUNTY, MD.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.

Attorney Named In Mortgage

vs.

JEFFREY C. LEE

JOANNA C. LEE

Civil No. 88-01491

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 4th day of October, 1988 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: October 4, 1988

20 180

Centreville, Md. 9/28 19 88

We Hereby Certify

That the annexed advertisement of Cove Creek Club 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 4th day of Oct 1988. And that the first insertion of said advertisement in the said RECORD OBSERVER/[redacted] was on the 14th day of Sept. 1988, and the last insertion on the 28th day of Sept. 1988.

Publishers, Record Observer

CLERK, CIRCUIT COURT

Per [illegible] 1988 OCT 13 PM 3:28

QUEEN ANNE'S COUNTY

DOWNES AND GREGORY
115 Lawyer Row
Centreville, Maryland 21617
(301-758-0680)

Attorney's Sale

OF DESIRABLE UNIMPROVED RESIDENTIAL PROPERTY IN COVE CREEK CLUB, A WATERFRONT COMMUNITY QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Jeffrey G. Lee and Joanne C. Lee, wife, to Kettler Brothers, Inc., dated June 4, 1985, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 232, folio 892; (Vachel A. Downes, Jr., being the attorney named in mortage for purpose of collection by foreclosure or otherwise), default having occurred in the terms of said mortgage, the undersigned attorney named in mortgage will offer at the public auction to the highest bidder on

Tues., Oct. 4, 1988

at 10:00 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 or parcel of land, situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a certain plat entitled, "Revised Plat Amended Plat 6 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. 167, folio 430, and in Plat Book M.W.M. No. 5, folio 9. Said lot being known and designated as Lot No. B7-A of Cove Creek Club.

BEING all the same land granted and conveyed unto said Borrower by deed dated the 4th day of June, 1985, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 232, folio 890.

SUBJECT, nevertheless, to the terms and provisions of a certain Declaration of Covenants, Conditions and Restrictions (The Cove Creek Club) made by Milton E. Kettler and Barbara W. Kettler, as "Declarants", and Kettler Brothers, Inc., as "Developer" dated the 1st day of November, 1979, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 156, folio 715, and of a certain Supplementary Declaration of Covenants, Conditions and Restrictions (The Cove Creek Club) by the same parties, dated the 1st day of November, 1979, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 156, folio 734.

SUBJECT to all easements, rights of way, agreements, restrictive covenants and conditions of record prior hereto and together with all rights, privileges and advantages thereto pertaining.

TERMS OF SALE: A deposit of not less than $1,000.00 of the purchase money will be required in cash or by certified check or cashier's check on day of sale or the full purchase price in cash or by certified or cashier's check on day of sale at the option of 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 11%, which balance of the purchase price and interest to accrue thereon, and any other monies due by Purchaser(s) shall be paid within 30 days after final ratification of the sale by the Circuit Court for Queen Anne's County.

Taxes and other public charges and charges due Cove Creek Club, Inc. to be adjusted to the date of final settlement aforesaid, being the date of payment of all monies due by Purchaser(s) to attorney. All expenses of transfer, including recording costs, recordation or revenue stamps, transfer taxes, preparation of deed, notary fees, etc., to be at the 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.

Vachel A. Downes, Jr.
Attorney Named in Mortgage

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

RO-9-14-3t-09

LIBER 20 PAGE 181

Centreville, Md. 10/24 19 88

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 4th day of Nov 19 88.

And that the first insertion of said advertisement in the said RECORD OBSERVER/[redacted] was on the 12th day of Oct 19 88, and the last insertion on the 26th day of Oct 19 88.

Publishers, Record Observer

Per Dorothy M. Morse

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
VACHEL A. DOWNES, JR.
Attorney Named in Mortgage
VS.
JEFFREY C. LEE
JOANNA C. LEE
Civil No. 88-01491

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 4th day of October, 1988 that the sale of the real property made and reported in this action will 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: October 4, 1988
RO-10-12-3t-015

RECEIVED
CLERK, CIRCUIT COURT
1988 NOV 22 AM 9:42
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 182

VACHEL A. DOWNES, Jr. Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
JEFFREY C. LEE JOANNA C. LEE	:	CIVIL ACTION
	:	NO. 88-01491

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

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 25th day of November, 1988, 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 theerof.

3. The Clerk will 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 receiving 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 (3) within fifteen days, unless extended by the Court.

Clayton C. Carter
JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1988 NOV 25 PM 2:11
QUEEN ANNE'S COUNTY

Distribution:
File
Fiduciary(s)
Court Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.	*	
	*	
v.	*	Civil #88-01491
	*	
JEFFREY G. LEE	*	
JOANNA C. LEE	*	
	*	

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

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$57,000.00	
Interest on 56,000 at 11% from 10/4/88 to 1/6/89 95 days at 16.87 per day		1,602.65	
Real Property Taxes Paid by purchaser per notice of sale			
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$58,602.65
COMMISSIONS, to Fiduciary		$ 3,000.00-	
ATTORNEY FEE, per Mortgage		250.00-	
EXPENSES OF SALE			
Court Costs	$ 235.50-		
Advertising			
Notice of Sale	335.25-		
Report of Sale	93.87-		
Bond Premium	140.00-		
Auctioneer Fee	142.50-		
Certified Mail	6.00-		
Copy of Mortgage	5.00-	$ 958.12-	
AUDITOR'S FEE		65.00-	$ 4,273.12-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$54,329.53

INDEBTEDNESS DUE UNDER MORTGAGE		
Per Statement of Debt		
Principal	$31,568.41-	
Interest to 10/4/88	2,311.85-	
Interest on Principal @ 11% 10/4/88 to 12/3/88 60 days at $9.51 per day	570.60-	$34,450.86-
AVAILABLE FOR DISTRIBUTION, as above		$54,329.53
SURPLUS to be distributed to Mortgagors Jeffrey G. Lee & Joanna C. Lee		$19,878.67
BALANCE AFTER DISTRIBUTION		0.00

LIBER 20 PAGE 185

NOTICE

The attached Account was filed on April 10, 1989. 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 #88-01491. On the vasis of the facts which appear on 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 12d were mailed to the following persons on April 10, 1989.

Vachel A. Downes, Jr.
115 Lawyers Row
Centreville, MD 21617

Kettler Brothers, Inc.
9426 Stewartown Road
Gaithersburg, MD 20879

Jeffrey E. Lee
14932 Perrywood Drive
Burtonsville, MD 20866

Joanna C. Lee
14932 Perrywood Drive
Burtonsville, MD 20866

Marian McKennan

Marian McKennan
Auditor

LIBER 20 FOLIO 186

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

VACHEL A. DOWNES	*	
v.	*	Civil #88-01491
JEFFREY G. LEE JOANNA C. 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 24th day of April, 1989,

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.

JUDGE

RECEIVED
CLERK, CIRCUIT COURT
1989 APR 25 AM 11:48
QUEEN ANNE'S COUNTY

TITLE TARGET

BOOK TITLE JUDGMENT IN EXTENSO

SHEET SIZE 14 X 8 1/2

PUNCHING 3 ROUND HOLES - 4 1/8" CENTERS

CORNERS — Round ☒ Square ☐

TYPE OF PAPER Westons - 100% Rag Ledger, Sub. 28

16 X

TITLE TARGET

BOOK TITLE JUDGMENT IN EXTENSO

SHEET SIZE 14 X 8 1/2

PUNCHING 3 ROUND HOLES - 4 1/8" CENTERS

CORNERS — Round [X] Square [ ]

TYPE OF PAPER Westons - 100% Rag Ledger, Sub. 28

16 X

TITLE TARGET

AND

CERTIFICATE OF AUTHENTICITY

This is to certify that the microphotographs appearing on this film are true and accurate reproductions of records described below and were filmed in accordance with procedures prescribed by the appropriate records custodian.

COUNTY R. AND R. INC.
4485 INDIANA AVENUE
P. O. BOX 2498
WINSTON - SALEM, N.C. 27102

CLERK OF CIRCUIT COURT
QUEEN ANNES CO COURTHOUSE
CENTREVILLE MD 21617

000897

CUST. ACCT.

PLEASE LIST ALL VOLUMES AND FILL IN QUANTITIES

DATE FILMED	DATE REC'D	DATE SHIPPED
12-21-89		

VOLUME TITLE	VOL.	FROM PAGE	TO PAGE	RR/RT	QUAN.
Judgment in Estate	148	189	574		

SHEET SIZE	RO NO	NET QTY	
PUNCH		PRICE	
CORNER		TRANS.	
NO SPLICES		WEIGHT	

VIA ☐ ☐ PPSH ☐ PP ☐ UPS

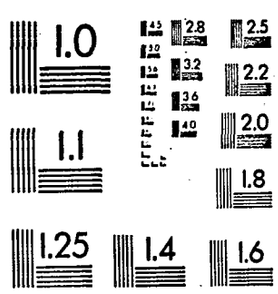
INSP	ENLARGE RATIO	PAPER WIDTH	SUBSTANCE	DENSITY

SHIPPING

THIS TARGET FURNISHES A STANDARD for inspection by skilled PROCESSING LABORATORY TECHNICIANS of all elements of quality MICROFILMING: OPERATION OF THE microfilmer, operation of the film PROCESSOR AND THE FILM AND CHEMICALS this target furnishes A STANDARD FOR INSPECTION

Place Resolution Target here:

MICROCOPY RESOLUTION TEST CHART
(ANSI and ISO TEST CHART No. 2)



This area for density measurement.

TITLE TARGET

AND

CERTIFICATE OF AUTHENTICITY

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CLERK OF CIRCUIT COURT
QUEEN ANNES CO COURTHOUSE
CENTREVILLE MD 21617

000897

CUST ACCT.

PLEASE LIST ALL VOLUMES AND FILL IN QUANTITIES

DATE FILMED 12-21-89 | DATE REC'D | DATE SHIPPED

VOLUME TITLE	VOL.	FROM PAGE	TO PAGE	RR/RT	QUAN.
Judgment in Estate	28	187	274		

SHEET SIZE	RO NO	NET CHG	
PUNCH		PRICE	
CORNER		TRANS	
NO. SPLICES		WEIGHT	

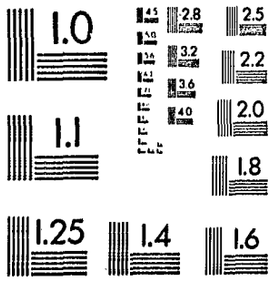
VIA ☐ PPSH ☐ PP ☐ UPS

INSP	ENLARGE RATIO	PAPER WIDTH	SUBSTANCE	DENSITY

SHIPPING

Place Resolution Target here:

MICROCOPY RESOLUTION TEST CHART
(ANSI and ISO TEST CHART No. 2)



This area for density measurement.

\dee\foreclo LIBER 20 PAGE 187

JEFFREY E. THOMPSON Substitute Trustee 118 North Commerce Street Centreville, Maryland 21617 Plaintiff	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND
v.	*	
MARION C. WILSON and JEAN T. WILSON Rt. 1, Box 51 Church Hill, Maryland 21623-9722 Defendants	*	CIVIL ACTION NO. CV 88-01509

* * * * * * * *

CIVIL	1509W
CIV FEES	80.00
COPIES	5.00
SUBTOTAL	85.00
CHECK/MO	85.00

ORDER TO DOCKET SUIT

MADAM CLERK:

You will please docket suit as per the above titling for foreclosure of a Deed of Trust from Marion C. Wilson and Jean T. Wilson, Grantor, to J. Robert Barton and J. O. Pippin, Jr., Trustees, dated October 3, 1985, recorded in Liber M.W.M. No. 239, folio 450, JEFFREY E. THOMPSON having been appointed Substitute Trustee by Deed of Appointment of Substitute Trustee dated September 28, 1988, recorded in Liber M.W.M. No. 313, folio 546, and is authorized to exercise the power of sale contained in said Deed of Trust; default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the note secured by said Deed of Trust, and you will file in said suit the original Deed of Trust, the original note, and a certified copy of the Deed of Appointment of Substitute Trustee, as well as the accompanying Military Affidavit and Statement of Indebtedness.

CLERK'S
1988 SEP 23 AM 11: 37
QUEEN ANNE'S COUNTY

Jeffrey E. Thompson
118 North Commerce Street
Centreville, Maryland 21617
Telephone No.: 758-0877
Substitute Trustee

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

\dee\foreclo.1

LIBER 20 188

JEFFREY E. THOMPSON Substitute Trustee 118 North Commerce Street Centreville, Maryland 21617 Plaintiff	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND
v.	*	CIVIL ACTION NO. 88-01509
MARION C. WILSON and JEAN T. WILSON Rt. 1, Box 51 Church Hill, Maryland 21623-9722 Defendants	*	

* * * * * * * *

MILITARY AFFIDAVIT

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

I HEREBY CERTIFY, that on this 23 day of September, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JEFFREY E. THOMPSON, Substitute Trustee, and made oath in due form of law that Marion C. Wilson and Jean T. Wilson, the Grantors referred to in the aforegoing Order to Docket Suit, are not now, nor have they been within six (6) months prior hereto, in the military service of the United States of America, as defined by the Soldiers and Sailors Relief Act, and amendments thereto and that this information is gotten from persons who know the Grantor.

Catherine M. Hughes
Notary Public
My Commission Expires: July 1, 1990

CLERK, CIRCUIT COURT
1988 SEP 23 AM 11:43
QUEEN ANNE'S COUNTY

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
-- 7 J-0877

\dee\foreclo.2

JEFFREY E. THOMPSON Substitute Trustee 118 North Commerce Street Centreville, Maryland 21617 Plaintiff	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND
v.	*	
MARION C. WILSON and JEAN T. WILSON Rt. 1, Box 51 Church Hill, Maryland 21623-9722 Defendants	*	CIVIL ACTION NO. 88-01509

* * * * * * * * * * *

STATEMENT OF INDEBTEDNESS

Balance due on principal of note dated October 3, 1985, in the gross amount of $130,000.00 by Marion C. Wilson and Jean T. Wilson, to The Centreville National Bank of Maryland:

.....	$ 129,963.17
With interest earned through September 7, 1988...	27,897.05
Late charges.....	897.62
TOTAL.....	$ 158,757.84

Per diem Interest: $44.51

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

I HEREBY CERTIFY, that on this 28 day of September, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JEFFREY E. THOMPSON, Substitute Trustee, and made oath in due form of law that the aforegoing STATEMENT OF INDEBTEDNESS due by MARION C. WILSON and JEAN T. WILSON, under the above described Deed of Trust is true to the best of his knowledge, information and belief, and there is no credit due thereon, except as shown, nor any security therefor except the said Deed of Trust.

Catherine M. Hydon
Notary Public
My Commission Expires: July 1, 1990

NOTARY PUBLIC QUEEN ANNE'S CO.

1988 SEP 23 AM 11:44
QUEEN ANNE'S COUNTY

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

DOCUMENT NO. 125303

LIBER 20 PAGE 190
LIBER 239 PAGE 450

THIS DEED OF TRUST, Made this 3rd day of October, 1985, among MARION C. WILSON and JEAN T. WILSON, by MARION C. WILSON, her attorney-in-fact, acting under a Power of Attorney dated September 25, 1985, from the said JEAN T. WILSON, and recorded immediately prior hereto among the Land Records of Queen Anne's County, herein collectively called "Borrower", and referred to in the singular masculine, and J. ROBERT BARTON and J. O. PIPPIN, JR., herein called "Trustees", and the Beneficiary, THE CENTREVILLE NATIONAL BANK OF MARYLAND, a national banking association, whose address is 109 N. Commerce Street, Centreville, Maryland 21617, herein called "Lender".

The Borrower in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to the Trustees, their successors and assigns, in fee simple, the following described property:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

BEING the same and all the land granted to the said Mortgagor by Monte W. Garrettson by deed dated even date herwith, and recorded, or intended to be recorded, immediatelprior hereto among the land records of said Queen Anne's County.

To secure the Lender the repayment of all sums, with interest thereon advanced in accordance herewith up to the total amount of ONE HUNDRED THIRTY THOUSAND DOLLARS ($130,000.00) of which sum the amount of ONE HUNDRED THIRTY THOUSAND DOLLARS ($130,000.00), evidenced by the Borrower's note of even date, with interest thereon, was advanced contemporaneously with the execution of this Deed of Trust, said note and any further advances, if not sooner paid, to be due and payable on demand.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the property, that the property is unencumbered, and that the Borrower will warrant specially the title to the property against all claims and demands whatsoever, and he will execute such further assurances of the property as may be requisite or necessary.

TO HAVE AND TO HOLD the above described real estate, with improvements now or hereinafter erected thereon unto the said J. Robert Barton and J. O. Pippin, Jr., Trustees, and their successors and assigns, in fee simple, forever.

IN AND UPON THIS TRUST, that is to say: In trust to permit said Borrower to use and occupy the property and the rents, issues and profits thereof, to take, have and apply to and for his sole use and benefit until default be made in the payment of the promissory note or notes hereby secured, or any installment of principal or interest thereon, including any future advances by the Lender to the Borrower, but not to exceed at any one time outstanding the maximum sum of ONE HUNDRED THIRTY THOUSAND DOLLARS ($130,000.00) when and as the same shall become due and payable, or default in the payment of any proper cost or expense associated with the same, or until default be made in any of the terms or conditions of this Deed of Trust.

Said repayment of principal, interest and cost or expense shall be made to the holder or holders from time to

time of the note or notes hereby secured in lawful currency of the United States of America.

AND upon the full payment of all of said note or notes and the interest thereon and all monies advanced or expended as herein provided, and all other costs, charges, commissioners and expenses at any time before the sale hereinafter provided for, and upon full performance of all of the terms and conditions hereof, to release and reconvey the property to the Borrower at the Borrower's cost and expense.

AND UPON THIS FURTHER TRUST, upon any default or failure being made in the payment of the note or notes hereby secured, including any future advances by the Lender to the Borrower, or of any installment of principal or interest thereof when and as the same shall become due and payable, or upon default being made in the payment after the demand thereof when and as the same shall become due and payable, or upon default being made in the payment after the demand therefor of any money advanced as herein provided for, or in the payment of any proper cost, charge, commission or expense in and about the same, all of which the Borrower hereby covenants and agrees to pay, or upon a breach of any of the terms and conditions hereof by the Borrower, then and at any time thereafter the said J. Robert Barton and J. O. Pippin, Jr., Trustees, or their successor or successors, may act in the execution of this trust, and they shall have the power and it shall be their duty thereafter to sell, and in the case of any default of any purchaser, to resell the property at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the Trustees, acting in the execution of this trust shall deem advantageous and proper, but not less advertising than that provided by statute or rules of court for foreclosure of real property; and to convey the same in fee simple upon compliance with the terms of sale, to the purchaser or purchsers thereof, who shall not be required to see to the application of the purchase money and the proceeds of said sale or sales. The proceeds of any such sale shall be applied as follows: FIRSTLY, to pay all proper costs, charges and expenses, including all fees and costs herein provided for incident to such sale, and all monies advanced or expended pursuant to the terms hereof, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation on said sale a commission equal to the commission allowed trustees of real property under a decree of the Circuit Court for Queen Anne's County; SECONDLY, to pay whatever may then remain unpaid of all said note or notes, including any future advances, the interest thereon to date of payment, and any late charges; THIRDLY, to pay the remainder of said proceeds, if any there be, to the Borrower (or the person or persons legally entitled thereto), upon the delivery and surrender by the Borrower, his heirs or assigns, of possession of the property sold and conveyed as aforesaid to the purchaser or purchasers thereon, less the expense, if any, of obtaining possession.

AND Borrower hereby covenants and agrees that he will, during the continuance of this trust, keep the buildings upon the property, or that may hereafter be erected thereupon during the continuance of this trust, unceasingly

insured for their full insurable value against loss or damage from fire and tornado, and such other risks as may be specified by the Lender, in companies acceptable to the Lender, and will deliver each such policy, with satisfactory mortgagee clause attached, to the Lender promptly, and that he will pay the premium or premiums for such insurance promptly as the same becomes due and payable, and in case he should fail to furnish such insurance or to pay such premium or premiums thereof, then the Lender shall have the right to procure such insurance and to pay such premiums and collect the amount so paid from the Borrower, with interest at the rate of TWELVE AND ONE-HALF PERCENT (12.5%), from the time or times of payment until so collected, and this Deed of Trust shall be and remain security for the payment of this sum.

AND, that if the premises covered hereby or any part thereof shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amount paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remain unpaid, or be paid to the Lender, and at its option, may be applied to the debt of the Borrower or released for the repairing or rebuilding of the premises.

AND ALSO, the Borrower hereby covenants and agrees that he will, during the continuance of this trust, keep the buildings, improvements, appurtenances and fixtures now upon the said property herein conveyed, or that may hereafter be erected, placed or attached thereupon during the continuance of this trust, in a state of good order and repair and fully protected from the elements to the satisfaction of the Lender, and will not commit or permit any waste thereof, and if under construction, to complete the improvements within a reasonable time in accordance with plans and specifications; and should the Borrower fail to conform to any or all of the above stipulations, the Lender shall then have the right to make such repairs, or complete any unfinished construction, as may be necessary to keep the buildings, improvements, appurtenances and fixtures in good order and repair, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of TWELVE AND ONE-HALF PERCENT (12.5%) from the time of such payment, and this Deed of Trust shall be and remain security for the payment of the same.

AND ALSO, the Borrower further covenants and agrees that he will pay all taxes, charges, assessments which may be levied or assessed against the property hereby conveyed; and the Borrower further covenants and agrees not to suffer or permit all or any part of said taxes, charges or assessments to become or remain delinquent, or to permit the property or any part thereof to be sold for taxes, and further to furnish annually to the Lender all tax and assessment receipts showing full payment of said taxes, charges or assessments which shall be levied or assessed against any of said property; that should the Borrower fail to pay all or any part of said taxes, charges or assessments, then the Lender may, at its option, pay said taxes, charges or assessments, or redeem the property from tax sale, if it has been sold, and the Borrower hereby agrees to repay to the Lender any and all sums which may have been paid or for which the Lender may have become obligated in paying said taxes, charges or assessments or

in redeeming said property from any tax sale, together with interest at the rate of TWELVE AND ONE-HALF PERCENT (12.5%), from the date the same shall have been paid, and this Deed of Trust shall cover the same and stand as security therefor.

AND FURTHER, the Borrower agrees to pay all sums, including costs, expenses and reasonble attorney's fees of Two Hundred Fifty Dollars ($250.00) which the Lender may incur or expend in any proceeding to sustain, enforce or foreclose the lien of this Deed of Trust or its priority, or in defending against the liens or claims of any person or persons asserting priority over this Deed of Trust, together with interest on any such sums at the rate of TWELVE AND ONE-HALF PERCENT (12.5%), until paid, and this trust shall cover the same and stand as security therefor.

AND, if default be made in the payment of all or any part of the principal or interest hereby secured, at the time and place provided in the note or notes, hereinbefore referred to, or in this Deed of Trust, or if Borrower shall suffer or permit waste on or of the property, or permit any mechanic's or other liens arising either by contract or law which might be prior in lien to this deed of trust to be created or rest upon all or any part of said premises hereby granted and conveyed without paying the same or procuring the release and discharge of the property from said lien or liens within thirty (30) days, or instituting legal procedure, approved by the Lender for the removal of said lien or liens, and to prosecute the same to its normal conclusion within a reasonable time, or shall default in the performance of each, any or all, of the stipulations, covenants and agreements of this Deed of Trust, then and in each and every case the entire principal sum secured by this Deed of Trust with all interest and late charges accrued therein and all amounts secured hereby shall, at the option of the Lender, be and become at once due and payable without notice or demand and may at any time thereafter be collected by any legal or equitable proceedings.

AND, if the said property shall be advertized for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (1/2) of the commissions above provided, to be computed on the unpaid balance of the amount of the debt hereby secured, and the same is hereby secured in like manner as other chages and expenses attending the execution of this trust, and shall bear interest at the rate of TWELVE AND ONE-HALF PERCENT (12.5%).

That the entire indebtedness secured by this Deed of Trust shall become and immediately be due at the option of the Lender if the title or equity or redemption in the property is acquired in whole or in part by voluntary or involuntary deed, grant or assignment by any person(s), firm or corporation or should the Borrower be declared insolvent or bankrupt, unless such deed, grant, or assignment shall first be consented to in writing by the Lender.

And the Borrower covenants that he will not, without the prior written consent of the Lender, further encumber the property by a mortgage or deed of trust.

THE COVENANTS herein contained shall bind, and the benefits and advantages thereof 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 both genders.

SUBJECT to any applicable statutory provisions, the Lender 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 Queen Anne's County, Maryland.

AS WITNESS the hands and seals of said Borrowers.

WITNESS:

P. Marshall Long Jr. Marion C. Wilson (SEAL)
MARION C. WILSON

P. Marshall Long Jr. Jean T. Wilson (SEAL)
JEAN T. WILSON Attorney in Fact By Marion C. Wilson

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

On this the 4th day of October 1985, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MARION C. WILSON and JEAN T. WILSON, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same. At the same time also appeared P. Marshall Long, Jr., Esquire, and made oath in due form of law that they are the Trustees under the foregoing Deed of Trust and that the consideration recited in the foregoing 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 secured by this Deed of Trust to either the borrower or person responsible for disbursement of funds in the closing transaction or their respective agents at a time no later than the execution and delivery of this Deed of Trust by the borrower.

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

P. Marshall Long Jr.
Notary Public
My commission expires: 7/1/86

EXHIBIT A

ALL that tract or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, and more particularly described on a survey prepared by William R. Nuttle, Registered Surveyor, dated March 1980, as follows:

BEGINNING for the same at a point on the southwest side of Southeast Creek Road (25' from the centerline), said point being the easternmost corner of the 3.030-acre tract recently conveyed from the lands of Kennersley; and running, thence, by and with the southwest side of said road S 65 degrees 32 minutes 40 seconds E- 40.98 feet to a new division line between the herein described lands and other lands of Kennersley; thence, by and with said new division line the following courses and distances: 1) S 55 degrees 47 minutes 30 seconds W-650.00 feet 2) S 49 degrees 08 minutes 40 seconds W-234.11 feet 3) S 65 degrees 56 minutes 50 seconds W-296.90 feet 4) N 31 degrees 45 minutes 30 seconds W-485.00 feet and 5) N 69 degrees 29 minutes 50 seconds E-130.00 feet to a corner of the lands of Joseph W. Sener, Jr.; thence, by and with said Sener lands N 69 degrees 29 minutes 50 seconds E- 469.81 feet to the aforementioned 3.030 acre tract; thence, by and with said lands S 34 degrees 12 minutes 30 seconds E-332.69 feet and N 55 degrees 47 minutes 30 seconds E-550.00 feet to the place of beginning. Containing in all 6.526 acres of land, more or less.

RECEIVED
CLERK OF CIRCUIT COURT
1985 OCT -7 PM 3:15
QUEEN ANNE'S COUNTY

MTG DT 0#
RECD FEE 29.00
POSTAGE .50

20 196

DM-901

225797-80

THIS LOAN IS PAYABLE IN FULL ON DEMAND. IF THE BANK DEMANDS PAYMENT, YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

$130,000.00

CENTREVILLE, MARYLAND
October 3, 1985

For value received, we, jointly and severally promise and agree to pay to The Centreville National Bank of Maryland, a national banking association, at its principal office in Centreville, Maryland, the principal sum of ONE HUNDRED THIRTY THOUSAND DOLLARS ($130,000.00), together with interest from the date hereof at the rate of TWELVE AND ONE-HALF (12 1/2) per centum per annum on the unpaid principal balance, on demand.

Until such time as full payment is demanded by the Bank, this loan shall be paid in TWENTY (20) equal, consecutive, annual installments of SEVENTEEN THOUSAND NINE HUNDRED FIFTY TWO DOLLARS and FORTY FIVE CENTS ($17,952.45) each, commencing December 15, 1986 and on the 15th of each year thereafter until paid in full.

All payments on account of this note shall be applied first to the payment of interest at the rate specified hereinabove and any amount remaining after the payment of such interest shall be applied to the unpaid principal balance. The makers hereof have the right to prepay said principal balance, either in whole or in part, at any time without premium or fee, interest to be adjusted whenever payments on principal are made.

If default be made in any payment demanded under this note, or if default be made by the undersigned in the performance or observance of any of the covenants, terms, and conditions imposed, or assumed by, the undersigned in the Deed of Trust dated even date herewith, on certain real property located in Queen Anne's County, Maryland, which has been given for the purpose of securing this note, the entire principal sum and all 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 in the event of any particular default shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event of default in payment of this note, or any other note or notes secured by the said Deed of Trust, and if the same is collected by an attorney at law, the undersigned agrees to pay all costs of colletion, including an attorney's fee of not less than ten per cent (10%) of the amount of the judgment as collected, which attorney's fee shall not be diminished by any other fees, costs or charges.

The holder of this note may collect a delinquent or "late" charge not to exceed the greater of Two Dollars or five per cent (5%) of the total amount of any delinquent or late periodic installment of principal and interest which is received at the office of the holder of this note more

Paints 2600.00

than fifteen (15) calendar days from the due date thereof to cover the extra expense in handling delinquent payments.

The undersigned agree that any extension of the maturity of this note or of any payment required to be made hereunder shall not in any way affect their liability hereunder. The undersigned waive presentment, protest and notice of dishonor, and, to the extent permitted by law, also waive the right of appeal, stay of execution and all exemptions.

Witness:

P. Marshall Fry Jr. Marion C. Wilson (SEAL)
Marion C. Wilson

P. Marshall Fry Jr. Jean T. Wilson (SEAL)
Jean T. Wilson
By Marion C. Wilson
Attorney Att Fact

The undersigned join herein to jointly and severally guarantee the repayment of the principal of this note plus accrued unpaid interest thereon.

P. Marshall Fry Jr. Robt P. Wilson (SEAL)

P. Marshall Fry Jr. Connie R Wilson (SEAL)

This is to certify that this is one of the notes described in and secured by a Deed of Trust dated even date herewith, which note constitutes an additional advance as therein stated, for the benefit of The Centreville National Bank of Maryland, on real property located on Kennersley Farm, Second Election District, Queen Anne's County, Maryland.

Dated this 3rd day of October 1985.

P. Marshall Fry Jr.
Notary Public
My Commission expires: 7/1/86

NOTARY PUBLIC QUEEN ANNE'S CO., MD.

LIBER 20 PAGE 198

\dee\foreclos.1

LIBER 313 PAGE 546

DOCUMENT NO. 145434

DEED OF APPOINTMENT OF SUBSTITUTE TRUSTEE

THIS DEED OF APPOINTMENT OF SUBSTITUTE TRUSTEE, made this 23rd day of September, 1988, by and between THE CENTREVILLE NATIONAL BANK OF MARYLAND, Lender, and JEFFREY E. THOMPSON, Substitute Trustee.

WHEREAS, a Deed of Trust dated October 3, 1985, from Marion C. Wilson and Jean T. Wilson, to J. Robert Barton and J. O. Pippin, Jr., Trustees, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 239, folio 450, was given to secure a loan evidenced by a "Note" in the amount of One Hundred Thirty Thousand Dollars ($130,000.00) dated October 3, 1985, payable to The Centreville National Bank of Maryland, Lender; and

WHEREAS, said Deed of Trust gives the power to appoint a Substitute Trustee to the Lender which may be exercised at any time after the date of said Deed of Trust, by filing for record among the Land Records of Queen Anne's County, a Deed of Appointment; and

WHEREAS, The Centreville National Bank of Maryland, pursuant to said power, and as Lender aforesaid, desires to appoint Jeffrey E. Thompson as Substitute Trustee in place and stead of J. Robert Barton and J. O. Pippin, Jr.

NOW, THEREFORE, in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the said The Centreville National Bank of Maryland does hereby appoint Jeffrey E. Thompson as Substitute Trustee in the Deed of Trust aforesaid with identically the same title and estate in and to the land, premises and property conveyed by said Deed of Trust, and with all rights, powers, trusts, and duties of his predecessors in Trust, with like effect as if originally named as Trustee under said Deed of Trust.

WITNESS the corporate seal of The Centreville National Bank of Maryland and the signature of its President.

ATTEST:

Mary Catherine Quimby

THE CENTREVILLE NATIONAL BANK OF MARYLAND

By: J. O. Pippin, Jr. (SEAL)
James O. Pippin, Jr.
President

MISC	OH
RECD FEE	12.00
POSTAGE	.50
SUBTOTAL	12.50
CHECK/MO	12.50

#118270 C001 R00 T10:1
07/23/88

1988 SEP 23 AM 10:14

...'S COUNTY

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
758-0917

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

I HEREBY CERTIFY, that on this 23rd day of September, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared James O. Pippin, Jr., who acknowledged himself to be the President of The Centreville National Bank of Maryland, and that he as such President, being authorized so to do, executed the aforegoing Deed of Appointment of Substitute Trustee for the purposes herein contained by signing, in my presence the name of the Corporation by himself as President.

WITNESS my hand and Notarial Seal.

Mary Catherine Beasley

Notary Public

My Commission Expires 7/1/90

THOMPSON & THOMPSON
ATTORNEYS AT LAW
LUTHERVILLE MARYLAND 21617
750 0877

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM 313, folio 546, 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 23rd day of September 1988.

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

\cbank\foreclo aff 20 2011

JEFFREY E. THOMPSON Substitute Trustee 118 North Commerce Street Centreville, Maryland 21617 Plaintiff	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND
v.	*	
MARION C. WILSON and JEAN T. WILSON Rt. 1, Box 51 Church Hill, Maryland 21623-9722 Defendants	*	CIVIL ACTION NO. CV88-01509

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

AFFIDAVIT

I HEREBY CERTIFY, that on this 5th day of October, 1988, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, personally appeared JEFFREY E. THOMPSON, Substitute Trustee, and made oath in due form of law that notice of the time, place, and terms of sale in this cause was duly sent by certified mail to Marion C. Wilson and Jean T. Wilson, grantors of the Deed of Trust and present record holders of the property to be sold, at their last known address as prescribed by Rule W 74a(2)(c) of the Maryland Rules and Section 7-105 of the Real Property Article of the Annotated Code of Maryland and that no holder of any 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). However, notice of sale was sent to the following judgment lien holders: Queenstown Bank of Maryland, Queenstown, Maryland 21658, Denton Production Credit Association, P.O. Box 279, Denton, Maryland 21629, University of Maryland - Pediatrics, c/o David J. Preller, Jr., Esq., 7700 Ritchie Hwy., Harundale Mall, Suite 468, Glen Burnie, Maryland 21061, University of Maryland Medical System Corporation, 10 S. Pine Street, Baltimore, Maryland 21201, Henry & Price, P.O. Box 838, Easton, Maryland 21601. Copies of the Certified Mail Receipts and the Return Receipts being attached hereto.

Subscribed and sworn to before me, the undersigned, this 5th day of October, 1988.

Catherine M. Nigdon
Notary Public
My Commission Expires: July 1, 1990

CATHERINE M. NIGDON NOTARY PUBLIC QUEEN ANNE'S CO.

RECEIVED CLERK, CIRCUIT COURT 1988 OCT 14 PM 12:25 QUEEN ANNE'S COUNTY

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

P28 9345599

RECEIPT FOR CERTIFIED MAIL

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

SENT TO
David J. Preller, Jr., Esq.
STREET AND NO. 7100 Ritchie Hwy
Harundale Mall Suite 468
P.O. STATE AND ZIP CODE
Glen Burnie, MD 21061

POSTAGE	$ .25
CERTIFIED FEE	85 ¢
SPECIAL DELIVERY	¢
RESTRICTED DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED	90 ¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES	$ 2.00
POSTMARK OR DATE	

CONSULT POSTMASTER FOR FEES
OPTIONAL SERVICES
RETURN RECEIPT SERVICE

PS Form 3800, Apr. 1976

CENTREVILLE, MD OCT 5 1988 USPS

P28 9345600

RECEIPT FOR CERTIFIED MAIL

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

SENT TO
Mr. Marion C. Wilson
STREET AND NO.
Rt. 1, Box 51
P.O. STATE AND ZIP CODE
Church Hill, MD 21623

POSTAGE	$ .25
CERTIFIED FEE	85 ¢
SPECIAL DELIVERY	¢
RESTRICTED DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED	90 ¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES	$ 2.00
POSTMARK OR DATE	

CONSULT POSTMASTER FOR FEES
OPTIONAL SERVICES
RETURN RECEIPT SERVICE

PS Form 3800, Apr. 1976

OCT 5 1988

P28 9345601

RECEIPT FOR CERTIFIED MAIL

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

SENT TO
Univ. of MD
Medical System Corp.
STREET AND NO.
10 S. Pine St.
P.O. STATE AND ZIP CODE
Balto., Md 21201

POSTAGE	$ .25
CERTIFIED FEE	85 ¢
SPECIAL DELIVERY	¢
RESTRICTED DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED	90 ¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES	$ 2.00
POSTMARK OR DATE	

CONSULT POSTMASTER FOR FEES
OPTIONAL SERVICES
RETURN RECEIPT SERVICE

PS Form 3800, Apr. 1976

CENTREVILLE, MD OCT 5 1988 USPS

LIBER 20 PAGE 202

P28

RECEIPT FOR CERTIFIED MAIL

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

SENT TO
Henry & Price
STREET AND NO.
Po Box 838
P.O., STATE AND ZIP CODE
Easton, MD 21601

POSTAGE	$ .25
CERTIFIED FEE	85 ¢
SPECIAL DELIVERY	¢
RESTRICTED DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED	90 ¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES	$2.00
POSTMARK OR DATE	

CONSULT POSTMASTER FOR FEES — OPTIONAL SERVICES — RETURN RECEIPT SERVICE

CENTREVILLE, MD OCT 5 1988 USPS

PS Form 3800, Apr. 1976

P28

RECEIPT FOR CERTIFIED MAIL

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

SENT TO
Queenstown Bank
STREET AND NO.
Queenstown
P.O., STATE AND ZIP CODE
MD 21658

POSTAGE	.25
CERTIFIED FEE	85 ¢
SPECIAL DELIVERY	¢
RESTRICTED DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED	90 ¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES	$2.00
POSTMARK OR DATE	

CONSULT POSTMASTER FOR FEES — OPTIONAL SERVICES — RETURN RECEIPT SERVICE

CENTREVILLE, MD USPS

PS Form 3800, Apr. 1976

P28

RECEIPT FOR CERTIFIED MAIL

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

SENT TO
Denton Prod. Credit Asso.
STREET AND NO.
P.O. Box 279
P.O., STATE AND ZIP CODE
Denton, MD 21629

POSTAGE	$ .25
CERTIFIED FEE	85 ¢
SPECIAL DELIVERY	¢
RESTRICTED DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED	90 ¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES	$2.00
POSTMARK OR DATE	

CONSULT POSTMASTER FOR FEES — OPTIONAL SERVICES — RETURN RECEIPT SERVICE

CENTREVILLE, MD USPS

PS Form 3800, Apr. 1976

P28

RECEIPT FOR CERTIFIED MAIL

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

SENT TO
Mrs Jean T. Wilson
STREET AND NO.
Rt 1 Box 51
P.O., STATE AND ZIP CODE
Church Hill, MD 21623

POSTAGE	.25
CERTIFIED FEE	85 ¢
SPECIAL DELIVERY	¢
RESTRICTED DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED	90 ¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY	¢
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢
TOTAL POSTAGE AND FEES	$2.00
POSTMARK OR DATE	

CONSULT POSTMASTER FOR FEES — OPTIONAL SERVICES — RETURN RECEIPT SERVICE

CENTREVILLE, MD OCT 5 1988 USPS

PS Form 3800, Apr. 1976

LIBER 20 PAGE 203

LIBER 20 PAGE 204

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this 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 additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. (Extra charge) 2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to:
Henry x. Price
PO Box 838
Easton, MD 21601

4. Article Number
P28 9945602

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 [signature]

7. Date of Delivery
OCT 6 1988

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-288 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this 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 additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. (Extra charge) 2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to:
University of Md. - Pediatrics
do David J. Preller, Jr., Esq.
7700 Ritchie Hghwy.
Harundale Mall, Suite 468
Glen Burnie, MD 21061

4. Article Number
P28 9945599

Type of Service:
☐ Registered ☐ Insured
☑ Certified ☐ COD
☐ Express Mall

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee
X

6. Signature – Agent
X [signature]

7. Date of Delivery
10-7-88

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-288 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this 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 additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. (Extra charge) 2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to:
University of Md.
Medical System Corp.
10 S. Pine Street
Baltimore, Md 21201

4. Article Number
P28 9945600

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 [signature]

7. Date of Delivery
10/7/88

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-288 DOMESTIC RETURN RECEIPT

LIBER 20 PAGE 205

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this 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 additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. †(Extra charge)† 2. ☐ Restricted Delivery †(Extra charge)†

3. Article Addressed to:
Queenstown Bank of Md.
Queenstown
MD 21658

4. Article Number
P28 · 9945601

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
10 - 07 - 88

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-288 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this 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 additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. †(Extra charge)† 2. ☐ Restricted Delivery †(Extra charge)†

3. Article Addressed to:
Denton Production Credit Asso.
P o Box 279
Denton, MD 21629

4. Article Number
P28 · 9945598

Type of Service:
☐ Registered ☐ Insured
☑ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee
X Debbie Buckley

6. Signature – Agent
X

7. Date of Delivery
10-6-88

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-288 DOMESTIC RETURN RECEIPT

LIBER 20 PAGE 206

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this 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 additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. (Extra charge) 2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to:
Mrs. Jean T. Wilson
Route 1, Box 51
Church Hill MD 21623

4. Article Number
P28-994559 7

Type of Service:
☐ Registered ☐ Insured
☑ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee
X Jean T. Wilson

6. Signature – Agent
X

7. Date of Delivery 10-7-88

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this 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 additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. (Extra charge) 2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to:
Mr. Marion C. Wilson
Rt. 1, Box 51
Church Hill MD 21623

4. Article Number
P28-9945603

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 Jean T. Wilson

7. Date of Delivery 10-7-88

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

\foreclo.4

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

KNOW ALL MEN BY THESE PRESENTS, that we, Jeffrey E. Thompson, Substitute Trustee, of Queen Anne's County, State of Maryland and the Selective Insurance Company of America, 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 Fifty-Eight Thousand Seven Hundred Fifty-Seven Dollars Eighty-Four Cents ($158,757.84) 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 the 30 day of September, 1988.

WHEREAS, the above bounded principal by virtue of the power contained in a Deed of Trust from Marion C. Wilson and Jean T. Wilson, to J. Robert Barton and J. O. Pippin, Jr., Trustees, dated October 3, 1988, and recorded among the Land Records of Queen Anne's County, State of Maryland in Liber M.W.M. No. 239, folio 450, has been appointed Substitute Trustee, and he is about to sell the land and premises 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 bounded Jeffrey E. Thompson, Substitute Trustee as aforesaid, does and shall well, truly and faithfully perform the trusts reposed in him under the Deed of Trust aforesaid, and shall abide by and fulfill any order or decree which shall be made by the Circuit Court in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said prinicpal 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

Catherine M. Higdon

Jeffrey E. Thompson

ATTEST:

Sherry E. Goodman

SELECTIVE INSURANCE COMPANY OF AMERICA

By: Judith A. Bromley

ATTORNEY IN FACT

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

RECEIVED
CLERK, CIRCUIT COURT
1988 OCT 14 PM 12: 25
QUEEN ANNE'S COUNTY

Bond with surety approved
Filed 10/14/88

LIBER 20 PAGE 207-A

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

IN TESIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County this 1st day of November, 1988.

Marguerite W. Mankin

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

LIBER 20 PAGE 207B

wilson6.oct

LIBER 20 FOLIO 208

JEFFREY E. THOMPSON Substitute Trustee 118 North Commerce Street Centreville, Maryland 21617 Plaintiff	* IN THE * CIRCUIT COURT * FOR * QUEEN ANNE'S COUNTY * MARYLAND
v.	* CIVIL ACTION NO. CV88-01509
MARION C. WILSON and JEAN T. WILSON Rt. 1, Box 51 Church Hill, Maryland 21623-9722 * Defendants	*

* * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Jeffrey E. Thompson, Substitute Trustee, of a Deed of Trust from Marion C. Wilson and Jean T. Wilson, to J. Robert Barton, et al., Trustees, and The Centreville National Bank of Maryland, Beneficiary, dated October 3, 1985, recorded in Liber M.W.M. No. 239, folio 450, a Land Record Book for Queen Anne's County; default having occurred in the terms of said Deed of Trust, the undersigned Substitute Trustee being authorized to execute the Power of Sale therein contained by virtue of a Deed of Appointment of Substitute Trustee dated September 23, 1988, recorded among the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. No. 313, folio 546.

That default having occurred in the terms of said Deed of Trust by reason of the non-payment when due of the principal and interest of the note secured by said Deed of Trust, the said Jeffrey E. Thompson filed in this Honorable Court his Order to Docket Suit to foreclose said Deed of Trust, accompanied by said Note, Deed of Trust, Deed of Appointment of Substitute Trustee, Statement of Indebtedness and his Bond given to the State of Maryland, executed by himself and Selective Insurance Company of America, a body corporate, duly authorized by its charter to become sole surety in the full and just sum of One Hundred Fifty-Eight Thousand Seven Hundred Fifty-Seven Dollars and Eighty-Four Cents ($158,757.84) containing the conditions required by law relative to the foreclosure of Deeds of Trust under the power of sale contained therein.

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
758-0677

That after having advertised the premises for sale in accordance with the annexed Certificate of Advertisement in the Record Observer, a newspaper published in Queen Anne's County at least once each week for three successive weeks, the first such publication being not less than fifteen (15) days prior to sale and the last such publication being not more than one (1) week prior to sale, and after having sent the notice required by Maryland Rule W 74 a. 2.(c) as per affidavit filed in these proceedings, the said Jeffrey E. Thompson, Substitute Trustee, did attend at the Court House door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 2:00 P.M., on 17th day, October, 1988, and after reading the advertisement of sale and having the auctioneer cry the sale for a considerable length of time, did sell all that lot or parcel of land together with the improvements thereon, situate, lying and being in the Second Election District, Queen Anne's County, State of Maryland, and more particularly described in the abovementioned Deed of Trust and Advertisement of Sale unto James Richard Durham, III and Beverley S. Durham being then and there the highest bidder(s) therefor, at and for the sum of One Hundred Sixty-Eight Thousand Five Hundred--------- ---------- Dollars ($ 168,500.00).

The purchaser(s) have given to your trustee Sixteen Thousand ---------- Dollars ($ 16,000.00) in the form of a certified & a manager's cks. and it is believed that they will comply with the remaining terms of sale upon ratification of the sale by this Court.

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

This report states the amount of sale to be One Hundred Sixty-Eight Thousand Five Hundred ---------- Dollars ($ 168,500.00).

Respectfully submitted,

Jeffrey E. Thompson
Substitute Trustee

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

LIBER 20 210

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

I HEREBY CERTIFY, that on this 17th day of Oct, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Jeffrey E. Thompson, Substitute Trustee in the aforementioned proceeding, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Catherine M. Higdon
Notary Public
My Commission Expires: July 1, 1990

CATHERINE M. HIGDON NOTARY PUBLIC QUEEN ANNE'S CO.

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
758-0677

Substitute Trustee's Sale

OF VALUABLE IMPROVED
FEE SIMPLE REAL ESTATE

Under and by virtue of the power of sale contained in a Deed of Trust from Marion C. Wilson and Jean T. Wilson, to J. Robert Burton and J. O. Pippin, Jr., Trustees, and The Centreville National Bank of Maryland, Beneficiary, dated October 3, 1985, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 239, folio 450, default having occured in the terms of said Deed of Trust, the said undersigned Substitute Trustee, being authorized to exercise the power of sale therein contained by virtue of Deed of Appointment of Substitute Trustee dated Sept. 23, 1988, and recorded on Sept. 23, 1988 among the Land Records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 313, folio 546, will offer at public auction in front of the Court House Door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 2:00 o'clock P.M., on Monday

October 17, 1988

the following described real estate, to wit

ALL that tract or parcel of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, and more particularly described on a survey prepared by William R. Nuttle, Registered Surveyor, dated March 1980, as follows.

BEGINNING for the same at a point on the southwest side of Southeast Creek Road (25' from the centerline), said point being the easternmost corner of the 3.030 acre tract recently conveyed from the lands of Kennersley, and running, thence, by and with the southwest side of said road South 65 degrees 32 minutes 40 seconds East 40.98 feet to a new division line between the herein described lands and other lands of Kennersley, thence, by and with said new division line the following courses and distances 1) South 55 degrees 47 minutes 30 seconds West 650.00 feet 2) South 49 degrees 08 minutes 40 seconds West 234.11 feet 3) South 65 degrees 56 minutes 50 seconds West 296.90 feet 4) North 31 degrees 45 minutes 30 seconds West 485.00 feet and 5) North 69 degrees 29 minutes 50 seconds East 130.00 feet to a corner of the lands of Joseph W. Sener, Jr., thence, by and with said Sener lands N 69 degrees 29 minutes 50 seconds East 469.81 feet to the aforementioned 3.030 acre tract, thence, by and with said lands South 34 degrees 12 minutes 30 seconds East 332.69 feet and North 55 degrees 47 minutes 30 seconds East 550.00 feet to the place of beginning. Containing in all 6.528 acres of land, more or less

BEING the same land granted and conveyed unto Marion C. Wilson and Jean T. Wilson, by Monte W. Garrettson, by deed dated October 3, 1985, and recorded among the Land Records for Queen Anne's County in Liber M.W.M. No. 239, folio 445

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

IMPROVEMENTS:

Improved by a split level, single family dwelling, built in the year 1980, of frame and stone construction, with one fireplace, heat pump, 2½ baths and porch

TERMS OF SALE:

The purchaser(s) shall be required to pay Fifteen Thousand Dollars ($15,000.00) of the purchase price in cash or by certified check on the day of sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court of Queen Anne's County and to bear interest at ten percent (10%) from the day of sale to day of settlement, or all cash on the day of sale as the purchaser(s) may elect. The deed for the property will be executed by the undersigned upon the ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deed, title papers, documentary stamps, transfer tax, notary fees and any agricultural transfer tax, if applicable, to be paid by the purchaser(s).

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

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

All improvements are sold in an "as is" condition

JEFFREY E. THOMPSON
Substitute Trustee
118 North Commerce Street
Centreville, Maryland 21617
Telephone No.: 758-0877

RO 9 28 3t 041

MEMORANDUM OF SALE

I HEREBY CERTIFY, that on this 17th day of October, 1988, the undersigned Auctioneer did attend at the Court House door in Centreville, Queen Anne's County, Maryland, at the hour of 2:00 P.M., and after the notice of the sale and terms thereof were announced by Jeffrey E. Thompson, the Substitute Trustee, the premises described in the attached advertisement was offered for sale and I did sell the same unto: James Richard Durham, III and Beverley S. Durham being then and there the highest bidder/s therefor at and for the sum of: $168,500.00

Joseph A. Jackson Jr.
Auctioneer

RECEIPT

RECEIVED of James Richard Durham, III and Beverley S. Durham this 17th day of October, 1988, the sum of $ 16,000.00 (Sixteen Thousand Dollars) by certified check No. 013986 of The Kent Sav & Loan $3,000; and Manager's check No. 894882 of Signet Bank $13,000. representing deposit on the purchase price of the hereinabove mentioned property.

Jeffrey E. Thompson
Substitute Trustee

ACKNOWLEDGEMENT

THE undersigned purchaser/s of the hereinabove mentioned property, do/es hereby acknowledge the aforegoing Memorandum of Sale and Receipt to be true and correct and do/es acknowledge receipt of a completed copy or the same.

James Richard Durham, III

Beverley S. Durham

RECEIVED
CLERK, CIRCUIT COURT
1988 OCT 17 PM 3:51
QUEEN ANNE'S COUNTY

wilson3.oct LIBER 20 PAGE 212

JEFFREY E. THOMPSON Substitute Trustee 118 North Commerce Street Centreville, Maryland 21617 Plaintiff v. MARION C. WILSON and JEAN T. WILSON Rt. 1, Box 51 Church Hill, Maryland 21623-9722 Defendants	* IN THE * CIRCUIT COURT * FOR * QUEEN ANNE'S COUNTY * MARYLAND * CIVIL ACTION NO. CV88-01509

* * * * * * * * * * *

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

AFFIDAVIT BY PURCHASERS

I HEREBY CERTIFY, that on this 17th day of October, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared James Richard Durham, III & Beverley S. Durham, and made oath in due form of law as follows:

THAT they ~~is~~ are not acting as Agent for anyone, ~~(as agent for~~ _____).

THAT no other person is interested in said sale as principals.

THAT they did not directly or indirectly discourage anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

Catherine M. Higdon
Notary Public
My Commission Expires: July 1, 1990

CATHERINE M. HIGDON NOTARY PUBLIC QUEEN ANNE'S CO., MD.

RECEIVED
CLERK, CIRCUIT COURT
1988 OCT 17 PM 3:50
QUEEN ANNE'S COUNTY

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
758-0677

LIBER 20 PAGE 213

Centreville, Md. 10/12 19 88

We Hereby Certify

That the annexed advertisement of

Trustee's Sale

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 17th day of Oct 1988.

And that the first insertion of said advertisement in the said RECORD OBSERVER/~~DAILY TIMES~~ was on the 28th day of Sept. 1988, and the last insertion on the 12th day of Oct. 1988.

Publisher, Record Observer

Per M. Morrow

1988 OCT 11 PM 3:51 CLERK OF CIRCUIT COURT QUEEN ANNE'S COUNTY

Substitute Trustee's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of the power of sale contained in a Deed of Trust from Marion C. Wilson and Jean T. Wilson, to J. Robert Berton and J. O. Pippin, Jr., Trustees, and The Centreville National Bank of Maryland, Beneficiary, dated October 3, 1985, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 239, folio 450; default having occured in the terms of said Deed of Trust, the said unersigned Substitute Trustee, being authorized to exercise the power of sale therein contained by virtue of Deed of Appointment of Substitute Trustee dated Sept. 23, 1988, and recorded on Sept. 23, 1988 among the Land Records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 313, folio 546, will offer at public auction in front of the Court House Door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 2:00 o'clock P.M., on Monday

October 17, 1988

the following described real estete, to wit:

ALL that tract ot parcel of land situate, lying and being in the Second Election District of Queen Anne's County, Maryland, and more particularly described on a survey prepared by William R. Nuttle, Registered Surveyor, dated March 1980, as follows:

BEGINNING for the same at a point on the southwest side of Southeast Creek Road (25' from the centerline), said point being the easternmost corner of the 3.030 acre tract recently conveyed from the lands of Kennersley; and running, thence, by and with the southwest side of said road South 65 degrees 32 minutes 40 seconds East 40.98 feet to a new division line between the herein described lends and othar lends of Kennersley; thence, by end with said new division line the followinng courses end distances: 1) South 55 degrees 47 minutes 30 seconds West 650.00 feet 2) South 49 degrees 08 minutes 40 seconds West 234.11 feet 3) South 65 degrees 56 minutes 50 seconds West 296.90 feet 4) North 31 degrees 45 minutes 30 seconds West 485.00 feet and 5) North 69 degrees 29 minutes 50 seconds East 130.00 feet to a corner of the lands of Joseph W. Sener, Jr., thence, by and with said Sener lands N 69 degrees 29 minutes 50 seconds East 469.81 feet to the aforamentioned 3.030 acre tract; thence, by and with said lands South 34 degrees 12 minutes 30 seconds East 332.69 feet and North 55 degrees 47 minutes 30 seconds East 550.00 feet to the place of beginning. Containing in all 6.526 acres of land, more or less.

BEING the same land granted and conveyed unto Marion C. Wilson and Jean T. Wilson, by Monte W. Garrettson, by deed dated October 3, 1985, and recorded among the Land Records for Queen Anne's County in Liber M.W.M. No. 239, folio 445.

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

IMPROVEMENTS:

Improved by a split leval, single-family dwelling, built in the year 1980, of frame and stone construction, with one fireplace, heat pump, 2½ baths and porch.

TERMS OF SALE:

The purchaser(s) shall be required to pey Fifteen Thousand Dollars ($15,000.00) of tha purchase price in cash or by certified check on the day of sale, the balance to be peid within ten (10) days of the ratification of the sale by the Circuit Court of Queen Anne's County, and to bear interest at ten percent (10%) from the day of sale to day of settlement, or all cash on the day of sale as the purchaser(s) may elect. The deed for the property will be executed by the undersigned upon the ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be edjusted to the date of final settlement. All transfer expenses, including deed, title papers, documentary stamps, transfer tax, notary fees and eny agricultural transfer tax, if applicable, to be paid by the purchaser(s).

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

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

All improvements are sold in an "es is" condition.

JEFFREY E. THOMPSON
Substitute Trustee
118 North Commerce Street
Centreville, Maryland 21617
Telephone No.: 758-0877

RO 9-28-3t 041

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY E. THOMPSON,

Substitute Trustee

vs.

MARION C. WILSON
and
JEAN T. WILSON

Civil No. 88-01509

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 17th day of October, 1988 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: October 17, 1988

No. 20 - 215

Centreville, Md. Nov. 9 19 88

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 17th day of Nov. 19 88. And that the first insertion of said advertisement in the said RECORD OBSERVER/[redacted] was on the 26 day of October 19 88, and the last insertion on the 9 day of Nov. 19 88.

Publishers, Record Observer

Per Diane Scearce

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
JEFFREY E. THOMPSON, SUBSTITUTE TRUSTEE
VS.
MARION C. WILSON and JEAN T. WILSON
Civil No. 88-01509
NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 17th day of October, 1988, 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.

Merguerite W. Menkin, Clerk
True Copy, Test:
Marguerite W. Mankin, Clerk
By: Anne F. Ward, Deputy Clerk

Filed: October 17, 1988
RO-10-26-3t-045

JEFFREY E. THOMPSON, Substitute Trustee	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
MARION C. WILSON et ux.	:	CIVIL NO. 88-01509

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 November, 1988, 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
1988 NOV 28 AM 10: 59
QUEEN ANNE'S COUNTY

Clayton C. Carle
Judge

Distribution:
File
Fiduciary(s)
Court Auditor

CCC:mfe:11/30/88

LIBER 20 PAGE 217

JEFFREY E. THOMPSON, Substitute Trustee Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
MARION C. WILSON et ux. Defendants	:	CIVIL NO. 88-01509

ORDER OF COURT

ORDERED, this 30th day of November, 1988, by the Circuit Court for Queen Anne's County, that Marian McKennan be and she is hereby appointed Special Auditor to state an account, pursuant to Rule 2-543, of the proceeds of sale and a proper distribution thereof in the above-entitled action.

CLERK OF CIRCUIT COURT
1988 NOV 30 PM 3:37
QUEEN ANNE'S COUNTY

Clayton C. Carlin
Assigned Judge

Distribution:
Original to File
Photocopy to:
Jeffrey E. Thompson, Esq.
Marian McKennan, Esq.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY E. THOMPSON	*	
	*	
v.	*	Civil #88-01509
	*	
MARION C. WILSON and	*	
JEAN T. WILSON	*	
	*	

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

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$168,500.00	
Interest on $152,500 at 10% from 10/17/88 to 12/2/88 46 days at $41.78 per day		2,921.92	
Real Property taxes $1,563.26 from 12/2/88 to 6/30/89		663.85-	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$169,758.07
COMMISSIONS, to Fiduciary (Note 1)		$4660.46-	
ATTORNEY FEE, per DEED OF TRUST		250.00-	
EXPENSES OF SALE			
Court Costs	$ 247.50-		
Advertising			
Notice of Sale	338.89-		
Report of Sale	93.87-		
Bond Premium	635.00-		
Auctioneer's fee	200.00-		
Certified mail	14.00-	1,529.26-	
AUDITOR'S FEE		65.00-	6,504.72-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$163,253.35

RECEIVED
1989 JAN 19 PM 4:25
QUEEN ANNE'S COUNTY

INDEBTEDNESS DUE UNDER DEED OF TRUST		
Per Statement of Debt		
Principal	$129,963.17-	
Interest to 9/7/88	27,897.05-	
Late charges	897.62-	
Interest on principal @ 12.5% 9/7/88 to 12/16/88 101 days @ $44.51	4,495.51	$163,253.35-
AVAILABLE FOR DISTRIBUTION, as above		$163,253.35
BALANCE AFTER DISTRIBUTION		0.00

Note 1 The Trustee in this case has entered into an agreement with The Centreville National Bank, Mortgagee, to accept as his full commission the balance remaining after deduction of all charges so long as the amount is not less than one half of the commissions as set by the Second Circuit Rule, which in this case would be $4,287.50. The amount of the Commission has been determined in accordance with that agreement.

NOTICE

The attached Account was filed on January 19, 1989. 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 SPECIAL 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 #88-01476. 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 12d were mailed to the following persons on January 19, 1988.

Jeffrey E. Thompson, Esquire
118 North Commerce Street
Centreville, MD 21617

Marion C. Wilson
Rt. 1, Box 51
Church Hill, MD 21623-9722

Jean T. Wilson
Rt. 1, Box 51
Church Hill, MD 21623-9722

Marian McKennan
Marian McKennan
Special Auditor

LIBER 20 PAGE 221

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY E. THOMPSON, Assignee *

v. * Civil #88-01509

MARION C. WILSON and *
JEAN T. WILSON

* * * * * * * *

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 31st day of January, 1989,

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.

JUDGE

1989 JAN 31 AM 9:47
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 222

ERNEST S. COOKERLY, SUBSTITUTE TRUSTEE 123 Court Street Chestertown, Md. 21620	*	IN THE CIRCUIT COURT FOR
VS.	*	QUEEN ANNE'S COUNTY, MD.
FREDERICK L. WILLARD 120 West Water Street Centreville, Md. 21617	*	CIVIL NO. 89-016-53

CHWL 8901683#
CIV FEES 80.00
SUBTOTAL 80.00
CHECK/MO 80.00
01 3029 C002 R00 T11:44
03/03/89

****

ORDER TO DOCKET FORECLOSURE OF DEED OF TRUST

Mrs. Clerk:

Please enter and docket this cause for the purpose of foreclosure of the Deed of Trust dated August 14, 1984, from Frederick L. Willard, to Roger W. Simpkins and William H. Slagle, Trustees, which Deed of Trust is recorded among the Land Records for Queen Anne's County, Maryland, in Liber M.W.M. No. 217, Folio 620; Ernest S. Cookerly having been subsequently appointed Substitute Trustee by The Chestertown Bank of Maryland, the Beneficiary and the party secured thereby. The original Deed of Trust is filed in this case and attached hereto as Exhibit "A", the Deed of Removal of Trustees and Appointment of Substitute Trustee attached hereto as Exhibit "B", and a photocopy of the Note attached hereto as Exhibit "C", the Statement of Debt Due under Deed of Trust attached hereto as Exhibit "D", and the Statement of Military Service Affidavit attached hereto as Exhibit "E".

Ernest S. Cookerly
Substitute Trustee

RECEIVED
CLERK, CIRCUIT COURT
1989 MAR -3 AM 11:45
QUEEN ANNE'S COUNTY

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

DOCUMENT NO. 118,543

LIBER 217 FOLIO 620 LIBER 20 PAGE 223

132.00
20.50

"EXHIBIT A"

DEED OF TRUST

THIS DEED OF TRUST is made this 14th day of August, 19 84, among the Grantor, FREDERICK L. WILLARD (herein "Borrower"), ROGER W. SIMPKINS and WILLIAM H. SLAGLE (herein "Trustee"), and the Beneficiary, THE CHESTERTOWN BANK OF MARYLAND, a corporation organized and existing under the laws of Maryland, whose address is High Street Chestertown, Maryland 21620 (herein "Lender").

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

ALL that lot or parcel of land situate, lying and being in the Town of Centreville, Third Election District of Queen Anne's County, State of Maryland, being the North-east corner of the intersection of Liberty Street and Water Street, being bounded on the East by the land of Alan L. Goldstein and bounded on the North by the land of Katherine C. O'Neal and Olive I. Chilcutt.

BEING the same parcel of land conveyed to Frederick L. Willard from Ernest J. Grabiec and Regina A. Grabiec, his wife, by deed bearing even date herewith and recorded or intended to be recorded among the Land Records for Queen Anne's County, Maryland, immediately prior hereto.

RECEIVED
CLERK, CIRCUIT COURT
1984 AUG 14 PM 4 28
QUEEN ANNE'S COUNTY

AUG 14-84 * 27998 ****152.50
AUG 14 84 A 27998 ****132.00
AUG 14-84 A 27997 ****20.50

which has the address of Queen Anne's County, [Street] [City],
Maryland (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 Aug. 14, 1984, 1984 (herein "Note"), in the principal sum of Seventy-five Thousand ($75,000.00) Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on Aug. 14, 1987; 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 10 % 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.

.....(Seal)
Frederick L. Willard —Borrower

.....(Seal)
—Borrower

STATE OF MARYLAND, ...Queen Anne's.....County ss:

I Hereby Certify, That on this.....14th.....day of.....August....., 1984.., before me, the subscriber, a Notary Public of the State of Maryland, in and for the....County aforesaid....., personally appeared....Frederick L. Willard....., known to me or satisfactorily proven to be the person(s) whose name(s)....is.....subscribed to the within instrument and acknowledge that ..he.. executed the same for the purposes therein contained.

As WITNESS: my hand and notarial seal.

My Commission expires:
July 1, 1986

Nancy Lee Jewell
Notary Public

STATE OF....Maryland....., Queen Anne's.....County ss:

I Hereby Certify, That on this.....14th.....day of.....August....., 1984.., before me, the subscriber, a Notary Public of the State of....Maryland.....and for the...County aforesaid..... ....., personally appeared....Ernest S. Cookerly..... ....., 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, 1986

Nancy Lee Jewell
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

STATE OF MARYLAND,
QUEEN ANNE'S COUNTY, SCT.
I HEREBY CERTIFY THAT
THIS ..... WAS
RECEIVED FOR RECORD THIS 14th
DAY OF Aug. 1984 AT 4:38 P.M.
AND RECORDED IN
LIBER MLM #20 Land
RECORD BOOK FOR QUEEN ANNE'S
COUNTY
Margaret W. Markin CLERK

CLERK	820.50
STAMP	132.00
TOTAL	952.50

118,843

20 227

"EXHIBIT B"

APPOINTMENT OF SUBSTITUTE TRUSTEE

WHEREAS, on August 14, 1984, Frederick L. Willard acknowledged and delivered a Deed of Trust to Roger W. Simpkins and William H. Slagle, Trustees, which Deed of Trust is recorded among the Land Records for Queen Anne's County, Maryland, in Liber M.W.M. No. 217, Folio 620, to secure prompt payment of that certain note dated August 14, 1984, in the principal amount of Seventy-five Thousand ($75,000.00) Dollars, from Frederick L. Willard to The Chestertown Bank of Maryland, as Payee:

WHEREAS, such Deed of Trust states in the relevant part:

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

NOW, THEREFORE, pursuant to the authority contained in such Deed of Trust, this instrument witnesses that the beneficiary, The Chestertown Bank of Maryland, hereby removes Roger W. Simpkins and William H. Slagle, and appoints Ernest S. Cookerly as Substitute Trustee with the same rights, powers, discretions and obligations to act as Substitute Trustee in any manner permitted by such Deed of Trust.

WITNESS the signature and seal of The Chestertown Bank of Maryland on the 1st day of March, 1989.

Witness: THE CHESTERTOWN BANK OF MARYLAND

Nancy Lee Jewell BY: R. Raymond Tarrach (SEAL)
R. Raymond Tarrach
President

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

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 1st day of March, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared R. Raymond Tarrach, who acknowledged himself to be the President of The Chestertown Bank of Maryland, and that he, as such officer, being authorized so to do, executed the aforegoing instrument for the purpose therein contained by signing the name of the banking association by himself as President.

AS WITNESS my hand and Notarial Seal.

Nancy Lee Jewell
Notary Public

NANCY LEE JEWELL NOTARY PUBLIC KENT COUNTY, MD.

My commission expires:

7-1-90.

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

LIBER 20 PAGE 229

"EXHIBIT C"

NOTE

$75,000.00

Chestertown, Maryland 21620

[illegible] 14, 1984

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay THE CHESTERTOWN BANK OF MARYLAND, or order, the principal sum of Seventy-five Thousand ($75,000.00) Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of 14½% per annum. Principal and interest shall be payable at Chestertown, Maryland 21620, or such other place as the Note holder may designate, as follows: Payments of interest only on the principal amount advanced for six (6) months; and then in thirty-five (35) consecutive monthly installments of Nine Hundred Thirty-one Dollars and Sixty-three ($931.63) Cents each, including interest, payable on the [illegible] day of each and every month, commencing with the [illegible] day of [illegible], 1983, and a final and thirty-sixth (36th) balloon payment of Seventy-four Thousand Seven Hundred Ninety-five Dollars and Forty-three ($74,795.43) Cents, payable on the [illegible] day of [illegible], 1987.

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

Borrower shall pay to the Note holder a late charge of five (5%) percent of any monthly installment not received by the Note holder within fifteen (15) days after the installment is due.

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

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

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

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

[illegible] (SEAL)

Frederick L. Willard

Queen Anne's County, Maryland

Property Address

"EXHIBIT D"

LIBER 20 PAGE 230

ERNEST S. COOKERLY, SUBSTITUTE TRUSTEE 123 Court Street Chestertown, Md. 21620	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MD.
VS.	*	
FREDERICK L. WILLARD 120 West Water Street Centreville, Md. 21617	*	CIVIL NO. _____

****

STATEMENT OF DEED OF TRUST INDEBTEDNESS

This Statement of Debt due under the Deed of Trust from Frederick L. Willard to Roger W. Simpkins and William H. Slagle, Trustees, dated August 14, 1984, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber M.W.M. No. 217, Folio 620, and Ernest S. Cookerly having been appointed Substitute Trustee by the Beneficiary, on March 1st, 1989.

Balance of unpaid principal	$73,497.34
Interest due to March 14, 1989	5,359.18
Penalties	248.16
Total Debt Claimed	$79,104.68

Interest will accrue at the rate of $25.41 per diem from March 14, 1989.

THE CHESTERTOWN BANK OF MARYLAND

BY: R. Raymond Tarrach (SEAL)
R. Raymond Tarrach
President

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 1st day of March, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared R. Raymond Tarrach, President of the holder of the trust filed in this cause, and made oath in due form of law that the aforegoing Statement of Deed of Trust Indebtedness is a true statement of the amount due from the said Frederick L. Willard under the aforementioned Deed of Trust as of March 14, 1989.

AS WITNESS my hand and Notarial Seal.

Nancy Lee Jewell
Notary Public

NANCY LEE JEWELL NOTARY PUBLIC KENT COUNTY

My commission expires:
7-1-90.

RECEIVED
CLERK, CIRCUIT COURT
1989 MAR -3 AM 11:45
QUEEN ANNE'S COUNTY

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

20 231

"EXHIBIT E"

ERNEST S. COOKERLY, SUBSTITUTE TRUSTEE 123 Court Street Chestertown, Md. 21620	*	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MD.
VS.	*	
FREDERICK L. WILLARD 120 West Water Street Centreville, Md. 21617	*	CIVIL NO. _____

****

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 2nd day of March, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ernest S. Cookerly, Substitute Trustee, and made oath in due form of law that he knows the defendant herein and to the best of his knowledge, information and belief:

1. Said defendant is not in the military service of the United States.

2. Said defendant is not in the military service of any nation allied with the United States.

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

4. Said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Ernest S. Cookerly
Substitute Trustee

Sworn to before me this
2nd day of March, 1989.

Nancy Lee Dowell
Notary Public

My commission expires:
7-1-90.

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

BOND

KNOWN ALL MEN BY THESE PRESENTS, that We, Ernest S. Cookerly, of Kent County, State of Maryland, as Principal, and Selective Insurance Company of America, a body corporate, duly incorporated under the laws of the State of New Jersey, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seventy-nine Thousand Five Hundred ($79,500.00) Dollars, to be paid to the State, or its certain attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 2nd day of March, in the year of our Lord, nineteen hundred and eighty-nine.

WHEREAS, the above bounden Ernest S. Cookerly, by virtue of the power contained in a deed of trust from Frederick L. Willard to Roger W. Simpkins and William H. Slagle, Trustees, bearing date the 14th day of August, 1984, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber M.W.H. No. 217, Folio 620, etc.; and Ernest S. Cookerly was appointed Substitute Trustee on the 1st day of March, 1989, by The Chestertown Bank of Maryland, Beneficiary, for the purpose of foreclosure and collection; and

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

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

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

Signed, sealed and delivered
in the presence of:

Nancy Lee Jewell

Ernest S. Cookerly (SEAL)
PRINCIPAL

SELECTIVE INSURANCE CO. OF AMERICA

Nancy Lee Jewell

BY: (SEAL)
Ernest S. Cookerly
Attorney-in-Fact

SURETY

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2118

RECEIVED
CLERK, CIRCUIT COURT
1989 MAR -3 AM 11:45
QUEEN ANNE'S COUNTY

CERTIFIED COPY OF
POWER OF ATTORNEY
ATTACHED

Surety approved 3/3/89

4 - 279

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

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County this 27th day of March, 1989.

Marguerite W. Mankin

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

LIBER 20 PAGE 234

Centreville, Md. 3/29 19 89

We Hereby Certify

That the annexed advertisement of

120 West Water Street

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 31st day of March 19 89. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 15th day of March 19 89, and the last insertion on the 29th day of March 19 89.

Publishers, Record Observer

Per [illegible]

1989 APR -5 AM 10: 23

QUEEN ANNE'S COUNTY

Valuable Fee Simple Property

120 WEST WATER STREET
CENTREVILLE, MARYLAND 21617

March 31, 1989

AT 1:30 P.M.

Under end by virtue of the power of sele conteined in e certain Deed of Trust from Frederick L. Willard to Roger W. Simpkins end William H. Slagle, Trustees, deted August 14, 1984, end recorded emong the Land Records for Queen Anne's County, Maryland, in Liber M.W.M. No. 217, Folio 620, the holder of tha indebtedness secured by the Deed of Trust having appointed Ernest S. Cookerly, Substitute Trustee, by instrument duly exocutod, ecknowledged and recorded among the Lend Records of the County eforeseid, default having occurrod under the terms thereof and et the request of the perty secured thereby, the undersigned Substitute Trustee will offer for sele at public euction, on the premises, the following described property:

The property is in fee simple end improveil by a 2-story brick building suitable for offices, containing two rooms and e levatory on the first floor and four rooms end a lavetory on the second floor with e separate entrance. Heeted by a heet pump. The building was refurbished in 1984.

The property will be sold in en "as is" condition, end subject to conditions, restrictions and agreements of record, if eny, and with no warranty as to the description of the improvements.

ALL that lot or parcel of land situate, lying and being in the Town of Centreville, Third Eloction District of Queen Anne's County, State of Maryland, being the Northeast corner of the intersection of Liberty Street and Water Street, being bounded on the East by the land of Alan L. Goldstein and bounded on the North by the lend of Katherine C. O'Neel end Olive I. Chilcutt.

BEING the seme land conveyed to Frederick L. Willerd from Ernest J. Grabiec end Regina A. Grebiec, his wife, by deed dated July 9, 1984, end recorded emong the Land Records for Queen Anne's County, Maryland, in Liber M.W.M. No. 217, Folio 61B.

TERMS OF SALE: A cesh deposit or certified check in the emount of Ten Thousand ($10,000.00) Dollars will be required of the purchaser et the time and placo of sele; balance in cash or certified check upon finel retification of sele by the Circuit Court for Queen Anne's County, Meryland, interest to be paid on the unpeid purchase money et the rete set forth in the Deed of Trust Note from the date of sele to the date of settlement.

Adjustments on ell taxes, public cherges end speciel or reguler essessments will be made as of the dete of sale and thereefter to be essumed by the purchaser. All conveyencing, recording, revenue stamps, transfer taxes to be paid by the purcheser.

Compliance with terms of sale shall be made within ten (10) deys after final ratification of sale or the deposit shall be forfeited and the property resold et the cost end risk of the defaultant purchaser.

Purchesar will be given possession upon the retification of the eele by the Circuit Court for Queen Anne's County, Marylend. At the time and place of sele, purcheser will be required to meke effidevit as required by Rule BR 6 b 3 of the Merylend Rules of Procedures.

ERNEST S. COOKERLY
SUBSTITUTE TRUSTEE
123 Court Street
Cheetertown, Md. 21620

Ross Rhodes
Auctioneer

RO-3-15-3t-040

LIBER 20 PAGE 235

ERNEST S. COOKERLY
SUBSTITUTE TRUSTEE
123 Court Street
Chestertown, Md. 21620

VS.

FREDERICK L. WILLARD
120 West Water Street
Centreville, Md. 21617

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, MD.

CIVIL NO. 89-01133

****

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, COUNTY OF Kent, to wit:

I HEREBY CERTIFY, that on this 31st day of March, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Charles E. McLean & Margaret S. McLean, purchaser of the Frederick L. Willard property in the Town of Centreville, in the Third Election District of Queen Anne's County, Maryland, from the Substitute Trustee in this cause and made oath in due form of law:

1. That Charles E. McLean & Margaret S. McLean is the purchaser and is not an agent for anyone.

2. That no others are interested as principals.

3. That Charles E. McLean & Margaret S. McLean has not directly or indirectly discouraged anyone from bidding for said property.

AS WITNESS my hand and Notarial Seal.

Charles E. McLean

Margaret S. McLean

Subscribed to before me this
31st day of March, 1989.

Notary Public
My Commission expires: 7/1/90.

NOTARY PUBLIC
QUEEN ANNE'S COUNTY

RECEIVED
CLERK OF CIRCUIT COURT
1989 APR -5 AM 10: 23
QUEEN ANNE'S COUNTY

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

ERNEST S. COOKERLY SUBSTITUTE TRUSTEE	*	IN THE CIRCUIT COURT FOR
	*	
VS.	*	QUEEN ANNE'S COUNTY, MD.
FREDERICK L. WILLARD	**********	CIVIL NO. 89-01633

AFFIDAVIT OF SERVICE

STATE OF MARYLAND, COUNTY OF KENT, to wit:

Before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ernest S. Cookerly, Substitute Trustee, who, being duly sworn, deposes and says:

That certified letters were mailed to the last known addresses of Frederick L. Willard on March 16, 1989, addressed to Mr. Frederick L. Willard, 120 West Water Street, Centreville, Maryland 21617, and another letter addressed to Mr. Frederick L. Willard, 1656 Homewood Landing Road, Annapolis, Maryland 21401, being certified numbers P 022 131 450 and P 022 131 452, return receipts requested. Said receipts for the certified letters are attached hereto. Said letters nor return receipts have been returned to this office.

That said letters gave the time, place and terms of the sale and were not sent earlier than 30 days nor later than 10 days prior to the sale.

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

Ernest S. Cookerly

RECEIVED
CLERK, CIRCUIT COURT
1989 APR -5 AM 10: 23
QUEEN ANNE'S COUNTY

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

LIBER 20 PAGE 237

Sworn to before me this
4th day of April, 1989.

Notary Public

My commission expires: 7/1/90.

P 022 131 450

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

Sent to Mr. Frederick L. Willard	
Street and No. 120 West Water Street	
P.O. State and ZIP Code Centreville, Md. 21617	
Postage	$ 21
Certified Fee	65
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	90
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$ 2 00
Postmark or Date	

PS Form 3800, June 1985

P 022 131 452

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

Sent to Mr. Frederick L. Willard	
Street and No. 1656 Homewood Landing Road	
P.O. State and ZIP Code Annapolis, Md. 21401	
Postage	$ 21
Certified Fee	65
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	90
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$ 2 00
Postmark or Date	

PS Form 3800, June 1985

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

LIBER 20 PAGE 238

ERNEST S. COOKERLY
SUBSTITUTE TRUSTEE

VS.

FREDERICK L. WILLARD

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY, MD.

CIVIL NO. 89-0183

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of real estate made by Ernest S. Cookerly, Substitute Trustee, respectfully shows:

That default having occurred in the terms of a deed of trust from Frederick L. Willard to Roger W. Simpkins and William H. Slagle, Trustees, dated August 14, 1984, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber M.W.M. No. 217, Folio 620, and Ernest S. Cookerly having been appointed Substitute Trustee by the Beneficiary, on March 1, 1989, for the purpose of foreclosure and collection; the undersigned, after docketing suit for foreclosure and collection, and after advertising the mortgaged premises and real estate for sale in the Record Observer, a newspaper printed and published in Queen Anne's County, once in each of three (3) successive weeks before the 31st day of March, 1989, and in accordance with the certificate of publication of the advertisement of the sale previously filed herein and after filing in this cause his bond to the State of Maryland, which surety was approved by the Clerk of this Honorable Court, did attend on the premises on Friday, March 31, 1989, at 1:30 P.M., and after reading the attached advertisement, and having the auctioneer cry the sale, did offer the following described property for sale and did sell the same to Charles E. McLean and Margaret S. McLean, his wife.

LAW OFFICES OF
ERNEST S. COOKERLY
CHESTERTOWN, MD. 21620
TELEPHONE 778-2118

ALL that lot or parcel of land situate, lying and being in the Town of Centreville, Third Election District of Queen Anne's County, State of Maryland, being the Northeast corner of the intersection of Liber Street and Water Street, being bounded on the East by the land of Alan L. Goldstein and bounded on the North by the land of Katherine C. O'Neal and Olive I. Chilcutt.

BEING the same land conveyed to Frederick L. Willard from Ernest J. Grabiec and Regina A. Grabiec, his wife, by deed dated July 9, 1984, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber M.W.M. No. 217, Folio 618.

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

The Report states the total amount of sale to be Seventy-nine Thousand ($79,000.00) Dollars.

Respectfully submitted,

Ernest S. Cookerly

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 4th day of April, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ernest S. Cookerly, Substitute Trustee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale of real estate are true to the best of his knowledge and belief and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: 7/1/90.

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

LIBER 20 PAGE 240

ERNEST S. COOKERLY SUBSTITUTE TRUSTEE	*	IN THE CIRCUIT COURT FOR
	*	
VS.		QUEEN ANNE'S COUNTY, MD.
	*	
FREDERICK L. WILLARD	*********	CIVIL NO. 89-01623

PETITION FOR AUCTIONEER FEES

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition for Auctioneer Fees by Ernest S. Cookerly, Substitute Trustee, respectfully shows:

1. That said real estate was located in the town of Centreville, Maryland, and the sale was conducted on the premises.

2. That the auctioneer, Ross Rhodes, traveled to Centreville on a Friday for the purpose of conducting the sale.

3. That the real estate sold for Seventy-nine Thousand ($79,000.00) Dollars and the fee allowed would amount to One Hundred Ninety-seven Dollars and Fifty ($197.50) Cents. That your Petitioner and auctioneer feel that the fee allowed should be awarded.

4. That the auctioneer, Ross Rhodes, and your Petitioner are of the opinion that One Hundred Ninety-seven Dollars and Fifty ($197.50) Cents would be a fair compensation for the services rendered.

5. That your Petitioner hereby requests that this Honorable Court pass an Order authorizing your Petitioner to pay the sum of One Hundred Ninety-seven Dollars and Fifty ($197.50) Cents to Ross Rhodes for his services.

AND, as in duty bound, etc.

Ernest S. Cookerly

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

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I HEREBY CERTIFY, that on this 4th day of April, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ernest S. Cookerly, Substitute Trustee, and he made oath in due form of law that the matters and facts set forth in the aforegoing Petition for Auctioneer Fees are true to the best of his knowledge, information, and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

My commission expires: 7/1/90.

ORDER OF COURT

ORDERED by the Circuit Court for Queen Anne's County, this 5 day of April, 1989, that the fees for the auctioneer, Ross Rhodes, in the amount of One Hundred Ninety-seven Dollars and Fifty ($197.50) Cents is hereby approved as a proper expense for the sale of the real estate.

JUDGE

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

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ERNEST S. COOKERLY

SUBSTITUTE TRUSTEE

vs.

FREDERICK L. WILLARD

Civil No. 89-01683

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 13th day of April, 1989 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: April 13, 1989

LIBER 20 PAGE 243

ERNEST S. COOKERLY SUBSTITUTE TRUSTEE	*	IN THE CIRCUIT COURT FOR
	*	
VS.	*	QUEEN ANNE'S COUNTY, MD.
FREDERICK L. WILLARD	*********	CIVIL NO. 89-01683

MEMORANDUM OF SALE

I, ROSS RHODES, certify that I was the auctioneer at the foreclosure sale in the matter of Ernest S. Cookerly, Substitute Trustee, vs. Frederick L. Willard, and that the property was sold on March 31, 1989, to Charles E. McLean and Margaret S. McLean, his wife, for Seventy-nine Thousand ($79,000.00) Dollars.

AS WITNESS my hand and seal this 7th day of April, 1989.

Witness:

Ross Rhodes (SEAL)

ROSS RHODES • AUCTIONEER • JEFFERSON • COL. EST. 1946

RECEIVED
CLERK, CIRCUIT COURT
1989 APR 13 AM 10:05
QUEEN ANNE'S COUNTY

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

1 1987 20 PAGE 244

Centreville, Md. 5/3 19 89

We Hereby Certify

That the annexed advertisement of

Ratification

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 May 19 89. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 19th day of April 19 89, and the last insertion on the 3rd day of May 19 89.

Publishers, Record Observer

Per Dorothy M. Miller

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
ERNEST S. COOKERLY
SUBSTITUTE TRUSTEE
VS.
FREDERICK L. WILLARD
Civil No. 88-01683

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 13th day of April, 1989 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.

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

Filed: April 13, 1989

RO-4-19-3t-049

RECEIVED
CLERK, CIRCUIT COURT
1989 MAY 16 AM 11: 33
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 245

ERNEST S. COOKERLY, SUBSTITUTE TRUSTEE	*	IN THE CIRCUIT COURT FOR
	*	QUEEN ANNE'S COUNTY, MD.
VS.	*	
FREDERICK L. WILLARD	******	CIVIL NO. 89-01683

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Queen Anne's County, Maryland, this 26th day of May, 1989, that the sale of the real estate made and reported in this cause by Ernest S. Cookerly, Substitute Trustee, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given, as required by the preceding Notice, and the said Ernest S. Cookerly, Substitute Trustee, is allowed the usual commissions and proper expenses, not personal, as he shall produce vouchers to the auditor.

JUDGE

8/25/89
Refer to auditor.

1989 AUG 25 PM 3:03
QUEEN ANNE'S COUNTY

CLERK OF CIRCUIT COURT
1989 MAY 26 AM 9:35
QUEEN ANNE'S COUNTY

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

ERNEST S. COOKERLY,
SUBSTITUTE TRUSTEE
VS.
FREDERICK L. WILLARD

1989 20 AUG 216

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MD.
CIVIL NO. 89-01683

RELEASE OF GOVERNMENT'S RIGHT OF REDEMPTION

Whereas, Frederick L. Willard, 120 West Water Street, Centreville, Maryland 21617, is indebted to the United States for unpaid Internal Revenue taxes in the sum of $439,483.04 lawfully assessed as follows:

LIEN NO.	TAX	DATE ASSESSED	AMOUNT	SERIAL NO.
1277	1040 8512	04-20-87	$209,273.79	528814316
1277	1040 8612	11-30-87	224,710.28	528814316
1292	1065 8612	06-13-88	5,500.00	528819286

and,

Whereas, to secure the collection of said taxes, notices of lien of the United States attaching to all property and rights to property of said taxpayers on account of said tax indebtedness were filed with the Circuit Court of Queen Anne County on August 4, 1988 and October 17, 1988 in acccordance with the provisions of law applicable thereto;

and,

Whereas, the liens of the United States for said tax indebtedness have attached to certain property described as follows:

All that lot or parcel of land situate, lying and being in the Town of Centreville, Third Election District of Queen Anne's County, State of Maryland, being the Northeast corner of the intersection of Liberty Street and Water Street being bounded on the East by the land of Alan L. Goldstein and bounded on the North by the land of Katherine C. O'Neal and Olive I. Chilcutt. Being the same land conveyed to Frederick L. Willard from Ernest J. Grabiec and Regina A. Grabiec, his wife, by deed dated July 9, 1984, and recorded among the land Records for Queen Anne's County, Maryland in Liber M.W.M. No. 217, Folio 618;

and,

Whereas, the above described property was sold on March 31, 1989 at public auction to satisfy a mortgage held by The Chestertown Bank of Maryland c/o Ernest S. Cookerly, Substitute Trustee, 123 Court Street, Chestertown, Maryland 21620;

and,

1989 AUG -7 AM 10: 26
QUEEN ANNE'S COUNTY

Whereas, the successful bidder at this auction was Charles E. and Margaret McClean;

and,

Whereas, the District Director of Internal Revenue has determined that the property has no value in excess of the bid of Charles E. and Margaret McClean in the amount of $79,000.00;

and,

Now; therefore, I, The District Director of Internal Revenue at Baltimore, Maryland, do release the Right to Redeem granted to the Secretary or his delegate within the period of 120 days from the date of such sale under Section 7425(d)(1) of the Internal Revenue Code of 1954, saving and reserving, however, the force and effect of the aforesaid tax liens against and upon all other property and rights to property which said liens are attached wherever situated.

Witness My Hand at Baltimore, Maryland on this 29th day of June, 1989.

Phil Brand
District Director of Internal Revenue

BY: Joanne Howard
Chief, Special Procedures Branch

See also Exhibit A attached.

EXHIBIT A

LIBER 20 PAGE 248

Form 668(Z)
(Rev. April 1984)

Department of the Treasury - Internal Revenue Service

Certificate of Release of Federal Tax Lien

District	Serial Number	For Optional Use by Recording Office
BALTIMORE MD	322715422	

I certify that as to the following-named taxpayer, the requirements of section 6325 (a) of the Internal Revenue Code have been satisfied for the taxes listed below and for all statutory additions. Therefore, the lien provided by Code section 6321 for these taxes and additions has been released. The proper officer in the office where the notice of internal revenue tax lien was filed on _____, 19____, is authorized to note the books to show the release of this lien for these taxes and additions.

Name of Taxpayer FREDERICK L. WILLARD

Residence 120 WEST WATER STREET
CENTREVILLE, MD 21617

COURT RECORDING INFORMATION:

Liber	Page	UCC No.	Serial No.
n/a	n/a	n/a	135[illegible]

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
6672	06/30/85	215-40-6970	08/03/88	09/02/98	5044.23
6672	09/30/85	215-40-6970	08/03/88	09/02/98	5248.26
6672	12/31/85	215-40-6970	08/03/88	09/02/98	4161.22
**********	**********	**********	**********	**********	**********

Place of Filing
CLERK OF THE CIRCUIT COURT
QUEEN ANNE COUNTY
CENTREVILLE, MD 21617

Total $ 14453.71

This certificate was prepared and signed at BALTIMORE, MD, on this,

the 2nd day of August, 19 89

Signature [illegible]

Title Chief, SPF

(NOTE: Certificate of officer authorized by law to take acknowledgements is not essential to the validity of Certificate of Release of Federal Tax Lien Rev. Rul. 71-466, 1971-2 C.B. 409)

Form 668(Z) (Rev. 4-84)

U.S. GPO 1987-181-471/65749
EI.8 36-2705514

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ERNEST S. COOKERLY
SUBSTITUTE TRUSTEE

v.

FREDERICK L. WILLARD

Civil #89-01683

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

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$ 79,000.00	
Interest on 63,000 at 14.5% from 3/31/89 to 7/21/89		WAIVED	
Real Property Taxes		203.30	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 79,203.00
COMMISSIONS, to Fiduciary		$ 4,100.00-	
EXPENSES OF SALE			
Court Costs	$ 235.00-		
Advertising			
Notice of Sale	295.02-		
Report of Sale	93.87-		
Bond Premium	318.00-		
Auctioneer Fee	197.50-		
Certified Mail	6.20-		
Past Due Taxes			
County	765.69-		
Centreville	229.14-		
Water & Sewer	329.30-		
Notary Fees	8.00-	$ 2,477.72-	
AUDITOR'S FEE		65.00-	$ 6,642.72-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$72,560.28

INDEBTEDNESS DUE UNDER MORTGAGE		
Per Statement of Debt		
Principal	$ 73,497.34-	
Interest to 3/14/89	5,359.18-	
Interest on Principal @14.5 % from 3/14/89 to 5/30/89 76 days at 25.03 per day	$ 1,902.28-	
Late Charges	$ 248.16-	
	$ 81,006.76-	
AVAILABLE FOR DISTRIBUTION, as above		$ 72,560.28
DEFICIT		$ 8,446.48-

NOTICE

The attached Account was filed on November 16,1989. 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 #89-01683. On the basis of the facts which appear on 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 12d were mailed to the following persons on November 16, 1989.

Ernest S. Cookerly
Cookerly & Cookerly
P.O. Box 224
Chestertown, MD 21620

Frederick L. Willard
120 West Water Street
Centreville, MD 21617

Frederick L. Willard
1656 Homewood Landing Road
Annapolis, MD 21401

Marian McKennan
Marian McKennan
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ERNEST S. COOKERLY SUBSTIRUTE TRUSTEE	*	
v.	*	Civil #89-01683
FREDERICK L. WILLARD	*	

* * * * * * * * * * *

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 _____, 19__,

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.

_____
JUDGE

NOTICE OF REVISED ACCOUNT

It having been brought to the attention of the Auditor by the Trustee after submission of the original Auditor's Account that an error was made in the Account's Gross Amount Available for Distribution. In adding Real Property Taxes ($203.30) the .30 was omitted. As a result the Net Amount Available for Distribution and the Deficit are also off by .30. Attached hereto is a Revised Account correcting those errors.

I hereby certify that I mailed a copy of this Notice and the Revised Account to the following persons on November 29, 1989.

Ernest S. Cookerly
Cookerly & Cookerly
P. O. Box 224
Chestertown, Maryland 21620

Frederick L. Willard
120 West Water Street
Centreville, Maryland 21617

Frederick L. Willard
1656 Homewood Landing Road
Annapolis, Maryland 21401

Marian McKennan
Marian McKennan
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ERNEST S. COOKERLY *
SUBSTITUTE TRUSTEE

v. * Civil #89-01683

FREDERICK L. WILLARD *

* * * * * * * *

REVISED AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$ 79,000.00	
Interest on 63,000 at 14.5% from 3/31/89 to 7/21/89		WAIVED	
Real Property Taxes		203.30	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 79,203.30
COMMISSIONS, to Fiduciary		$ 4,100.00-	
EXPENSES OF SALE			
Court Costs	$ 235.00-		
Advertising			
Notice of Sale	295.02-		
Report of Sale	93.87-		
Bond Premium	318.00-		
Auctioneer Fee	197.50-		
Certified Mail	6.20-		
Past Due Taxes			
County	765.69-		
Centreville	229.14-		
Water & Sewer	329.30-		
Notary Fees	8.00-	$ 2,477.72-	
AUDITOR'S FEE		65.00-	$ 6,642.72-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 72,560.58

INDEBTEDNESS DUE UNDER MORTGAGE		
Per Statement of Debt		
Principal	$ 73,497.34-	
Interest to 3/14/89	5,359.18-	
Interest on Principal @14.5 % from 3/14/89 to 5/30/89 76 days at 25.03 per day	$ 1,902.28-	
Late Charges	$ 248.16-	
	$ 81,006.76-	
AVAILABLE FOR DISTRIBUTION, as above		$ 72,560.58
DEFICIT		$ 8,446.18-

VIRGIE F. SIMPSON
123 West 29th Street
Baltimore, Maryland 21218
Plaintiff

vs.

ELINOR TURNER
Wilson Road, Box W-9
Grasonville, Maryland 21638

and

GEORGE A. WENN
Rt. 3 Box 419-A
Stevensville, Maryland 21666

and

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY, serve
on Patrick E. Thompson, Esq.,
109 Lawyers Row, Centreville,
Maryland, 21617, attorney to
the County Commissioners of
Queen Anne's County, Maryland

and

ALL OTHER PERSONS HAVING OR
CLAIMING TO HAVE AN INTEREST
IN .747 ACRES OF LAND FRONTING
APPROXIMATELY 108.81 FEET ON THE
SOUTH SIDE OF LOTS ROAD, AND
FRONTING APPROXIMATELY 248.49 FEET
ON THE SOUTHWEST SIDE OF OLD LOVE
POINT ROAD, FOURTH ELECTION
DISTRICT OF QUEEN ANNE'S COUNTY,
MARYLAND
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. 85-00281

COMPLAINT TO QUIET TITLE

Virgie F. Simpson, Plaintiff, by David Weston Gregory, her attorney, represents unto this Honorable Court as follows:

1. On December 1, 1983, Virgie F. Simpson, Plaintiff took title, individually, to .747 acres of land fronting approximately 108.81 feet on the south side of Lots Road and fronting approximately 248.49 feet on the southwest side of Old Love Point Road, two roads of the Queen Anne's County Roads System, and located in the Fourth Election District of Queen Anne's County, Stevensville, Maryland. A copy of Plaintiff's deed and a survey of her property are attached hereto and prayed be made a part hereof as Plaintiff's Exhibits Nos. 1 and 2 respectively.

2. A search of the title to Plaintiff's property indicates that Plaintiff's property is actually two lots or parcels of land as shown as parcels "A" and "B" on Plaintiff's Exhibit No. 2.

3. A search of the title to Plaintiff's property further reveals that on May 31, 1875, William E. Carville and Ann Rebecca K. Carville, his wife did convey unto the Board of County School Commissioners of Queen Anne's County (Liber J.W. No. 5 folio 84) a parcel of land located on the road running from Stevensville to Love Point containing one rood and three perches of land, "to increase the size of school Lot No. 1 district No. 4....". A copy of the Board of County School Commissioners of Queen Anne's County's deed is attached hereto and prayed be made a part hereof as Plaintiff's Exhibit No. 3.

4. On May 12, 1892, L.L. Bailey compiled a survey of all the school property in Queen Anne's County for the Board of County School Commissioners of Queen Anne's County. Bailey's description of school Lot No. 1, district No. 4 shows that it was made up of two lots or parcels of land. Furthermore Bailey describes one parcel as being granted unto the School Commissioners from the Carvilles by the same deed referred to in paragraph no. 3 of this Complaint. Bailey then refers to the title of the other parcel as being "held by possession." A copy of the Bailey survey is attached hereto and prayed be made a part hereof as Plaintiff's Exhibit No. 4.

5. A search of the title to Plaintiff's property along with the survey attached hereto as Plaintiff's Exhibit No. 2 indicates that the County Board of School Commissioners only received and/or recorded among the Land Records for Queen Anne's County, one deed for one of the two parcels of land that comprises school Lot No. 1, district No. 4, (Plaintiff's property) and that the deed said "Board" recorded is that lot or parcel of land indicated as parcel"B" as shown on Plaintiff's Exhibit No. 2.

6. That on December 1, 1954, the Queen Anne's County Board of Education, successor to the County Board of School Commissioners for Queen Anne's County, attempted to convey in its entirety school lot No. 1, district No. 4, (Plaintiff's property) unto Mary G. Ziegler by quit claim deed (T.S.P. No. 19 folio 385). A copy of said deed is attached hereto and prayed be made a part hereof as Plaintiff's No. 5.

7. That on April 19, 1958, the said Mary G. Ziegler and Harry Ziegler, her husband, attempted to convey Plaintiff's property in its entirety unto Ardian Virginia Gray by deed (T.S.P. No. 40 folio 347). A copy of said deed is attached hereto and prayed be made a part hereof as Plaintiff's Exhibit No. 6.

8. That on September 7, 1967 the said Ardina Virginia Gray did grant unto the County Commissioners of Queen Anne's County by Grant so much of the aforementioned "parcel A" for the purposes of making the Lots Road a forty foot wide County Road. (Liber C.W.C. No. 30 folio 659). A copy of said grant is attached hereto and prayed be made a part hereof as Plaintiff's Exhibit No. 7.

9. That on February 9, 1968, the said Ardina Virginia Gray died intestate leaving her only heir at law, Phoebe M. Hoaney, (Estate No. 3998, Orphans Court for Queen Anne's County).

10. That on September 6, 1978, the said Phoebe M. Hoaney attempted to convey Plaintiff's property unto Webster Simpson and Virgie F. Simpson, his wife, by deed (Liber C.W.C. No. 140 folio 390). A copy of said deed is attached hereto and prayed be made a part hereof as Plainitff's Exhibit No. 8.

11. That on December 1, 1983 the said Webster Simpson and Virgie F. Simpson attempted to convey Plaintiff's property unto your

Plaintiff, Virgie F. Simpson, by deed (Liber M.W.M. No. 206 folio 184, Plaintiff's Exhibit No. 1).

12. That Plaintiff's property is bound on the North and East by two County Roads, those being Lots Road and Old Love Point Road, and on the West and South by the lands of Elinor Turner and George A. Wenn.

13. That ever since the 1st day of December, 1983, the said Virgie F. Simpson and her predecessors in title as aforementioned, have continued to claim and use said "Plaintiff's property" openly, adversly and notoriously to all the world under color of title and by claim of adverse possession for the statutory period; that to the knowledge of your Plaintiff, no one else has ever claimed title or other interest in the land as owned by her.

14. 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 mentioned lands claimed by the said Virgie F. Simpson.

15. That the said Virgie F. Simpson, Plaintiff, is in constructive and possession of her property, which is now vacant and unoccupied.

WHEREFORE, your Plaintiff prays as follows:

A. Declare that the Plaintiff is the absolute owner of the "Plaintiff's Property", under color of title and/or by adverse possession for the statutory period, with the right of absolute disposition.

B. Quiet title to the "Plaintiff's Property" and remove any cloud therefrom.

C. Enjoin the Defendants, or anyone claiming by, through or under them from asserting any action of law against the "Plaintiff's Property".

D. Grant such other and further relief as the nature of this cause may require.

David Weston Gregory
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0680
Attorney for Plaintiff

PLAINTIFF'S EXHIBIT NO. 1

JUDICIAL NO. 105,269

LIBER 20 PAGE 259

MWM 206-184

NO TITLE EXAMINATION

DEC 14 83 * 28570 *****17

DEC 14 83 A 28570 *****17

THIS DEED, made this 1st day of December, 1983, by and between WEBSTER SIMPSON and VIRGIE F. SIMPSON, his wife, of the State of Maryland, parties of the first part, hereinafter called "Grantors"; and VIRGIE F. SIMPSON, of the State of Maryland, party of the second part, hereinafter called "Grantee";

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 WEBSTER SIMPSON and VIRGIE F. SIMPSON, his wife, do hereby grant and convey unto the said VIRGIE F. SIMPSON, her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land, situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, on the public road leading from Stevensville to Love Point and known as the Love Point Colored Elementary School Property; said lot and premises being bounded on the East by the old main road from Stevensville to Love Point, bounded on the North by a thirty (30) foot public road and on the West and South by the lands of Max Solomon. Being also described in the Plat Book of the Board of Education of Queen Anne's County as School #1, District #4, and further described among the Land Records of Queen Anne's County in Liber J.W. No. 5, folio 84, to which reference is herein made for a more particular description of said land herein intended to be conveyed, containing 3 roods, 27 perches, more or less.

BEING the same lot or parcel of land which was granted and conveyed unto WEBSTER SIMPSON and VIRGIE F. SIMPSON, his wife, by deed from PHOEBE M. HOANEY, WIDOW, bearing date September 6, 1978, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber C.W.C. No. 140, folio 390.

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 VIRGIE F. SIMPSON, her heirs and assigns, in fee simple, forever.

AND the said parties of the first part do 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.

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

WITNESS the hands and seals of said Grantors:

WITNESS:

Debra G. Smith, Social Worker DHR — (X) His Webster Simpson (SEAL)
Webster Simpson

[illegible] — Virgie F. Simpson (SEAL)
Virgie F. Simpson

TAXES LEVIED AS OF 12/1/83
PAID TO 7/1/84
[illegible]
Treasurer of Queen Anne's Co.

STATE OF MARYLAND)
) TO WIT:
COUNTY OF)

I HEREBY CERTIFY, that on this 1st day of December, 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared WEBSTER SIMPSON, and he acknowledged the aforegoing Deed to be his act; and further acknowledged that the actual consideration passing in this transaction is NONE.

WITNESS my hand and Notarial Seal.

Henry L. Martin
Notary Public
My Commission Expires: July 1, 1986

SHERRY L. MARTIN NOTARY PUBLIC

STATE OF MARYLAND)
) TO WIT:
COUNTY OF)

I HEREBY CERTIFY, that on this 1st day of December, 1983, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared VIRGIE F. SIMPSON, and she acknowledged the aforegoing Deed to be her act; and further acknowledged that the actual consideration passing in this transaction is NONE.

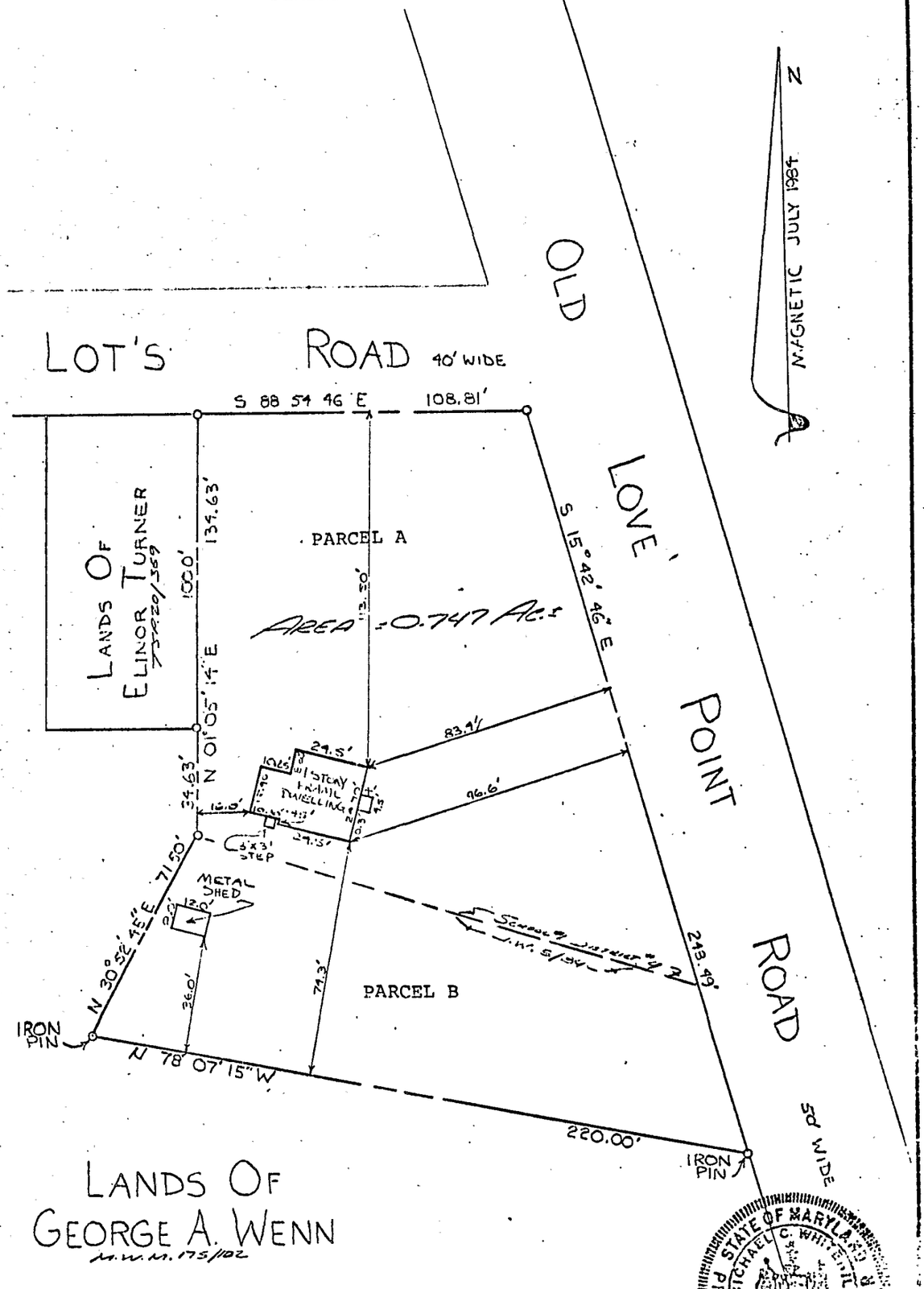
WITNESS my hand and Notarial Seal.

Henry L. Martin
Notary Public
My Commission Expires: July 1, 1986

SHERRY L. MARTIN NOTARY PUBLIC

TURNER & THOMPSON
ATTORNEYS AT LAW
TOP LAWYERS NOW
CENTREVILLE, MARYLAND
21617

PLAINTIFF'S EXHIBIT NO. 2



STATE OF MARYLAND
MICHAEL C. WHITEHILL
No 254
REGISTERED PROPERTY LINE SURVEYOR

This is to certify that, to the best of my knowledge and belief, the improvements indicated hereon are located as shown. This is not a property line survey.

7-31-89 Registered Surveyor

For reference to subject tract see M.W.M. 206, folio 184.

IMPROVEMENTS LOCATION ON THE LANDS OF VIRGIE SIMPSON 4TH DISTRICT QUEEN ANNES CO. MD.	**MCRONE** Engineers • Planners Surveyors Annapolis, Maryland Centreville - Chestertown - Denton - Easton Elkton - Leonardtown - Prince Frederick	DRAWN BY T. Davis SCALE 1" = 40' DATE [illegible] JOB NO. [illegible] FOLDER 1029

FORM NO. 4

PLAINTIFF'S EXHIBIT No. 3

LIBER 20 PAGE 262

J.W. 5-84

Quere, on motion it is ordered, that on the eighth day of June in the year Eighteen hundred and seventy five, the following Deed was brought to be recorded, to wit;

This Deed made this 31st day of May in the year Eighteen hundred and seventy five, by and between William E. Carville and Ann Rebecca Carville his wife of Queen Anne's County in the State of Maryland, witnesseth, that in consideration of twenty dollars and eighty seven cents and one half cents and for other, good and valuable considerations the receipt whereof is hereby acknowledged, the said William E. Carville and Ann Rebecca Carville, his wife do grant unto the said John O. Phillips, Trustee of Queen Anne's County, in the State of Maryland, all that lot or parcel of land (to increase the size of school lot No. 1, District No. 11 described as follows) Beginning in the Public Road running from Ruthville to the Grand Point Corner of said lot and running thence North eighty six degrees West twenty perches and one third of a perch thence North twenty seven degrees East four perches and one third of a perch thence North twenty five degrees East four perches and one third of a perch and thence North twenty degrees East two perches and two fifths of a perch to the Beginning containing one rood and three perches of land.

Witness our hands and seals.

Test

John O. Phillips

William E. Carville (Seal)

Ann Rebecca Carville (Seal)

State of Maryland, Queen Anne's County, to wit; I hereby certify that on this 31st day of May in the year 1875, before the subscriber a Justice of the Peace of the State and in and for the County aforesaid personally appeared William E. Carville and Ann Rebecca Carville, his wife, and did each acknowledge the foregoing deed to be their respective act.

John O. Phillips J.P.

Quere, on motion it is ordered, that on the eighth day of June in the year Eighteen hundred and seventy five, the following Deed was brought to be recorded, to wit;

This Deed made this thirteenth day of May Eighteen hundred and seventy five by and between Thomas Stevens and Clara A. Stevens his wife of Queen Anne's County in the State of Maryland, witnesseth, that in consideration of the sum of Eighteen hundred and fifteen dollars and fifty cents, the said Thomas Stevens and Clara A. Stevens his wife do grant unto James H. Steele of Queen Anne's County in said State, All that tract or parcel of land in said Queen Anne's County adjoining the public road from Ruthville Corner to Denton Ville adjoining the lands formerly of J. B. Steele and contained in the following metes and bounds, courses and distances, Beginning at a stake in said road and running thence north seventy and three quarter degrees East one hundred and eighty three and one fifth perches, thence south one and one fourth degrees West fifty four perches to a stone, thence south seventy three and a half degrees West thirty perches to a stone on the line of the Old Orchard farm, thence North twenty four and three quarter degrees West thirty six and two fifths perches to a stake, thence North sixty eight and a half degrees West one hundred and eighty perches to the above mentioned road, thence with said road eastwardly twenty four and three quarter degrees East sixteen and four fifth perches to place of Beginning containing thirty one acres, two roods and eight perches of land, and the said Thomas

Filed and recorded and returned to Thomas Carville April 18 1884

PLAINTIFF'S EXHIBIT NO. 4

LIBER 20 PAGE 263

94

/ 4

I hereby certify that I have surveyed for the Board of County School Commissioners of Queen Anne's County, Maryland, a lot or parcel of land known as School lot No. 1. District No. 4. Situate in the fourth election district of Queen Anne's County, on the public road leading from Stevensville to Love Point, adjoining the land of W. E. Carville and others and contained within the following metes and bounds, courses and distances viz:- Beginning at a stone on the west side of aforesaid road at northeast corner and running thence S. 87½ W. 7 6/10 pes. to a stone, thence S½ E. 13 4/10 pes. to a stone, thence S. 81½ E. 13 6/10 pes. to a stone on the west side of road, thence N 2½ W. 17 pes. to the beginning Containing Three Roods and Twenty Seven 1/10 Perches of land

L. L. Beatty,

The above lot is composed of two lots, one bought of W. E. Carville as recorded in Liber J.W. No. 5 folio 84, the other held by possession

Consid. $26.87
Record Liber J.W. No. 5 folio 84.
Surveyed. Mar. 12 - 1897. 1 3/4 Holdings

LIBER 20 PAGE 264

PLAINTIFF'S EXHIBIT NO. 5

T.S.P.

LIBER 19 PAGE 385

RECEIVED FOR RECORD

THIS QUIT CLAIM DEED, made this 1ST day of December, 1954, by The Board of Education of Queen Anne's County, a body politic and corporate of the State of Maryland, party of the first part; and also Thomas G. Pullen, Jr., State Superintendent of Schools of Baltimore County, State of Maryland, party of the second part, who joins herein for the purpose of indicating his approval and consent to the sale of the hereinafter described property, as provided in Sections 48 and 50 of Article 77 of the Annotated Code of Maryland; and Mary G. Ziegler, of Washington, District of Columbia, party of the third part;

WHEREAS, the property known as the "Love Point Colored Elementary Schools on the Love Point-Stevensville Road, in the Fourth Election District of Queen Anne's County, being no longer needed for educational purposes, was recently advertised for sale by the Queen Anne's County Board of Education and sold to Mary G. Ziegler, who was then and there the highest bidder therefor at and for the sum of THIRTEEN HUNDRED DOLLARS ($1,300.00), and

WHEREAS, said sale was ratified and confirmed by appropriate Resolution of the Board of Education of Queen Anne's County dated November 10, 1954, and

WHEREAS, the full purchase price has been paid and the said Board of Education of Queen Anne's County is authorized by law to execute a Deed conveying said property to said purchaser;

NOW THEREFORE, that for and in consideration of the sum of THIRTEEN HUNDRED DOLLARS ($1,300.00), the receipt of which is hereby acknowledged, the said party of the first part does hereby grant, convey, transfer, set over and forever quit-claim unto the said party of the third part, her heirs and assigns, forever, all the right, title, interest, property, possession, claim or demand of the said party of the first part, of, in and to all that lot or parcel of land, situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, on the old public road leading from Stevensville to Love Point and known as the Love Point Colored Elementary School Property; said lot and premises being bounded on the East by the old main road from Stevensville to Love Point, bounded on the North by a thirty (30) foot public road and on the West and South by the lands of Max Solomon. BEING also described in the Plat Book of said party of the first part as School #1, District #4, and further described among the Land Records of Queen Anne's County in Liber J. W. No. 5, folio 84, to which reference is herein made for more particular description of said land herein intended to be conveyed; containing 3 roods, 27 and 4/10th perches, more or less.

TOGETHER with all the singular tenements, hereditaments and appurtenances, thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, claim and demand whatsoever, as well in law as in equity of the said party of the first part, in and to the above described premises, and every part and parcel thereof.

TO HAVE and TO HOLD the said premises unto the said Mary G. Ziegler, her heirs and assigns, to her and their proper use and behoof forever; so that neither the said party of the first part, or any other person in its name and behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof; but they, and every of them shall by these presents be excluded and forever barred.

AND THIS QUIT CLAIM DEED FURTHER WITNESSETH, that the Board of Education has constituted and appointed, and by these presents does constitute and appoint Harry G. Rhoden, its Secretary, to be its attorney for it, and in its name, and as and for its official act and deed to acknowledge this deed before any person having authority by the laws of the State of Maryland to take such acknowledgments, to the intent that this deed may be duly recorded;

Original mailed to Pl. Attorney, Pittsburgh, Pa. 1/9/58 P.M. Sam

IN TESTIMONY WHEREOF, the said School Board has caused its name to be hereunto signed by Glenn T. James, its President, and its corporate seal to be hereunto affixed by Harry C. Rhodes, its Secretary, and the party of the second part, Thomas G. Pullen, Jr. has hereunto signed his named and affixed his seal:

BOARD OF EDUCATION OF QUEEN ANNE'S COUNTY

Signed, sealed and delivered in the presence of:

By Glenn T. James, President

ATTEST:

Harry C. Rhodes, Secretary of the Board of Education of Queen Anne's County.

TEST:

Thomas G. Pullen, Jr., State Superintendent of Schools of Maryland (SEAL)

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

I HEREBY CERTIFY, that on this 1st day of December, 1951, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Harry C. Rhodes, the person named as Attorney in the Letter of Attorney contained in the aforegoing DEED and by virtue and in pursuance of the authority therein conferred upon him, did acknowledge the aforegoing DEED to be the act and deed of the Board of Education of Queen Anne's County, the above named grantor, party of the first part.

WITNESS my hand and notarial seal:

Notary Public

PLAINTIFF'S EXHIBIT NO. 6

LIBER 20 PAGE 266 T.S.P.

#40,551

LIBER 40 PAGE 347

RECEIVED FOR RECORD April 21, 1958

This Deed made this 19th day of April in the year one thousand nine hundred and fifty-eight, by and between MARY G. ZIEGLER and HARRY ZIEGLER, her husband, of the city of Washington, District of Columbia, parties of the first part; and ARDINA VIRGINIA GRAY, widow, of the city of Philadelphia, State of Pennsylvania, party of the second part;

WITNESSETH, that for and in consideration of the sum of FIVE DOLLARS ($5.00), and other valuable considerations, the receipts of which are hereby acknowledged, the said Mary G. Ziegler and Harry Ziegler, her husband, do hereby grant and convey unto the said Ardina Virginia Gray, her heirs and assigns, in fee simple, the following described real estate, to wit:

ALL that lot or parcel of land, situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, on the old public road leading from Stevensville to Love Point and known as the Love Point Colored Elementary School Property; said lot and premises being bounded on the East by the old main road from Stevensville to Love Point, bounded on the North by a thirty (30) foot public road and on the West and South by the lands of Max Solomon. Being also described in the Plat Book of the Board of Education of Queen Anne's County as School #1, District #4, and further described among the Land Records of Queen Anne's County in Liber J. W. No. 5, folio 84, to which reference is herein made for more particular description of said land herein intended to be conveyed, containing 3 roods, 27 and 4/10th perches, more or less;

BEING ALSO the land and premises which was granted and conveyed unto the said Mary G. Ziegler by The Board of Education of Queen Anne's County by deed of conveyance bearing date the 1st day of December, 1954, and recorded among the land records of Queen Anne's County, State of Maryland, in Liber T. S. P. No. 19, folio 385.

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 Ardina Virginia Gray, her heirs and assigns, in fee simple.

AND the said Mary G. Ziegler and Harry Ziegler, her husband,

- - do - - 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 required.~~

WITNESS the hands and seals of said Grantors:

TEST:

Edward Turner — Mary G. Ziegler (SEAL)
Mary G. Ziegler

Edward Turner — Harry Ziegler (SEAL)
Harry Ziegler

..... (SEAL)

..... (SEAL)

STATE OF MARYLAND :
to wit:
PRINCE GEORGE'S COUNTY :

I HEREBY CERTIFY, that on this 15th day of April in the year one thousand nine hundred and fifty-eight, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared Mary G. Ziegler and Harry Ziegler, her husband, and each acknowledged the foregoing Deed to be their respective act.

Witness my hand and notarial seal.

Dorothy N. Barnes
Dorothy N. Barnes
Notary Public
My commission expires May 4, 1959.

PLAINTIFF'S EXHIBIT NO. 7
C.W.C. NO. 30-659

No 8.396
Re ...... RECEIVED FOR RECORD Oct 4, 1967

12-12-67 Original delivered to Grantee

THIS GRANT, made this 2nd day of September, 1967

WHEREAS, the County Commissioners of Queen Anne's County propose to improve the road leading from XXXXXXXXXXXXXXXXXXXXXXXXX Route 18 to Love Point Road #218 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX in Queen Anne's County; and known as Lots Road #218 CORd#39-LED

WHEREAS, the improvement of said road, in addition to being required for public convenience, necessity and safety, is a material benefit to the undersigned grantors.

NOW, THEREFORE, THIS GRANT WITNESSETH, that in consideration of the premises, we, the undersigned grantors, do hereby grant unto the County Commissioners of Queen Anne's County, its successors and assigns, the right to enter and widen, improve and maintain said road in and upon so much of our land as may lie within a ______ foot wide strip, measured 21 feet on XXXX North side of and perpendicular to the center line of said road as presently proposed.

AND we do further grant unto the County Commissioners of Queen Anne's County, its successors and assigns, the right to create, use and maintain on the adjacent land of the undersigned grantors such drainage structures, stream changes and facilities as are necessary in the opinion of the said County Commissioners to adequately drain the road and/or adjacent property and such slopes as are necessary to retain the said road and/or adjacent property.

AND, we, for ourselves, our heirs and assigns, do further release the said County Commissioners, their officers, agents and employees from any damage incident to the widening, improvement and maintenance of said road, provided such work is done in a workmanlike manner.

AND ______________________________

joins in this grant for the purpose of releasing any mortgage and/or lien which ______ holds upon the property hereby granted, expressly retaining ______ right as Mortgagee and/or lienor to any property not affected by this grant.

AND the grantors covenant that they have done no act to encumber said easements, that they will warrant specially the easements hereby granted, and that they will execute such further assurances of the same as may be requisite.

AS WITNESS our hands and seals:

WITNESS Julius Grollman as to x Ardina V. Gray (SEAL)
Ardina V. Gray
WITNESS ______ as to ______ (SEAL)
WITNESS ______ as to ______ (SEAL)
WITNESS ______ as to ______ (SEAL)
WITNESS ______ as to ______ (SEAL)
WITNESS ______ as to ______ (SEAL)

STATE OF Maryland COUNTY OF Queen Annes, to wit:
ON this 2 day of Sept, 1967, before me, the undersigned officer, personally appeared ARdinA V. GRAY

and acknowledged the aforegoing Grant to be his act (the act of said body corporate).
AS WITNESS my hand and official seal.

STATE OF ______ COUNTY OF ______, to wit:
ON this ______ day of ______, 19___, before me, the undersigned officer, personally appeared ______

and acknowledged the aforegoing Grant to be ______ act (the act of said body corporate).
AS WITNESS my hand and official seal.

STATE OF ______ COUNTY OF ______, to wit:
ON this ______ day of ______, 19___, before me, the undersigned officer, personally appeared ______

and acknowledged the aforegoing Grant to be ______ act (the act of said body corporate).
AS WITNESS my hand and official seal.

PLAINTIFF'S EXHIBIT NO. 8

LIBER 20 PAGE 269

C.W.C. LIBER 140 PAGE 330

DOCUMENT NO. 94,854

10-16-78 original mailed to Stratton & Edward Turner, 169 Tarrapin Cir. Crisfield Md. 21817

This Deed made this 6th day of September

in the year one thousand nine hundred and seventy eight by and between PHOEBE M. HOANEY, Widow, of Queen Anne's County, State of Maryland, party of the first part; and WEBSTER SIMPSON and VIRGIE F. SIMPSON, his wife, of the County and State aforesaid, parties of the second part;

WITNESSETH, that for and in consideration of the sum of FIFTEEN THOUSAND DOLLARS ($15,000.00), and other valuable considerations, the receipt of which is hereby acknowledged, the said Phoebe M. Hoaney, Widow, does hereby grant and convey unto the said Webster Simpson and Virgie F. Simpson, 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 or parcel of land, situate, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, on the old public road leading from Stevensville to Love Point and known as the Love Point Colored Elementary School Property; said lot and premises being bounded on the East by the old main road from Stevensville to Love Point, bounded on the North by a thirty (30) foot public road and on the West and South by the lands of Max Solomon. Being also described in the Plat Book of the Board of Education of Queen Anne's County as School #1, District #4, and further described among the Land Records of Queen Anne's County in Liber J. W. No. 5, folio 84, to which reference is herein made for more particular description of said land herein intended to be conveyed, containing 3 roods, 27 and 4/10th perches, more or less;

BEING the same lot or parcel of land which was granted and conveyed by Mary G. Ziegler and Harry Ziegler, her husband, unto Ardina Virginia Gray, Widow, by deed of conveyance bearing date April 19, 1958, and recorded in Liber T. S. P. No. 40, folio 347, a Land Record Book for Queen Anne's County; AND ALSO BEING the same lot with which Ardina Virginia Gray died, seized and possessed, intestate of February 9, 1968, leaving as her only heir-at-law, Phoebe M. Hoaney, the Grantor herein. (See Estate No. 3998 in the Orphans' Court for Queen Anne's County, Maryland).

RECORDED
CLERK. CIRCUIT COURT
1978 SEP -6 PM 3 30
QUEEN ANNE'S COUNTY

SEP -6-78 * 29482 ****133.50
SEP -6-78 A 29482 *****75.00
SEP -6-78 A 29481 *****49.50
SEP -6-78 A 29480 ******9.00

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 Webster Simpson and Virgie F. Simpson, 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 Phoebe M. Hoaney, Widow

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 granted and conveyed; and that she will execute such further assurance of the same as may be requisite.

WITNESS the hand and seal of said Grantor

TEST:

Sharon J. Lockwood — Phoebe M Hoaney (SEAL)
Phoebe M. Hoaney

(SEAL)

(SEAL)

(SEAL)

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

I HEREBY CERTIFY, that on this 6th day of September in the year one thousand nine hundred and seventy-eight before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Phoebe M. Hoaney, Widow and she acknowledged the foregoing Deed to be her act.

Witness my hand and notarial seal.

Sharon J. Lockwood
Sharon J. Lockwood
Notary Public
My commission expires July 1, 1982.

VIRGIE F. SIMPSON
123 West 29th Street
Baltimore, Maryland 21218
Plaintiff

vs.

ELINOR TURNER
Wilson Road, Box W-9
Grasonville, Maryland 21638

and

GEORGE A. WENN
Rt. 3 Box 419-A
Stevensville, Maryland 21666

and

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, serve on Patrick E. Thompson, Esq., 109 Lawyers Row, Centreville, Maryland, 21617, attorney to the County Commissioners of Queen Anne's County, Maryland

and

ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE AN INTEREST IN .747 ACRES OF LAND FRONTING APPROXIMATELY 108.81 FEET ON THE SOUTH SIDE OF LOTS ROAD, AND FRONTING APPROXIMATELY 248.49 FEET ON THE SOUTHWEST SIDE OF OLD LOVE POINT ROAD, FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND
Defendants

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
CIVIL ACTION NO. 85-00281

AFFIDAVIT

STATE OF MARYLAND

TO WIT:

COUNTY OR CITY OF BALTIMORE

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the State of Maryland, in and for the County or City or BALTIMORE, personally appeared Virgie F. Simpson, Plaintiff in the above captioned cause, 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 her Complaint To Quiet Title, however in order to notify the community at large and anyone else having or claiming to have an interest in the subject property, service by posting the subject property as provided for in Maryland Rule 2-122 (a) (3) is necessary.

x Virgie F Simpson
Virgie F. Simpson, Plaintiff

SUBSCRIBED AND SWORN TO BEFORE ME, this 23rd day of MARCH, 1985.

Alfred DiBartolo Jr.
NOTARY PUBLIC
My Commission Expires:

ALFRED DIBARTOLO, JR.
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1986

ALFRED DIBARTOLO NOTARY PUBLIC BALTIMORE CO., MD.

LIBER 20 PAGE 273

VIRGIE F. SIMPSON
123 West 29th Street
Baltimore, Maryland 21218
Plaintiff

vs.

ELINOR TURNER
Wilson Road, Box W-9
Grasonville, Maryland 21638

and

GEORGE A. WENN
Rt. 3 Box 419-A
Stevensville, Maryland 21666

and

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY, serve
on Patrick E. Thompson, Esq.,
109 Lawyers Row, Centreville,
Maryland, 21617, attorney to
the County Commissioners of
Queen Anne's County, Maryland

and

ALL OTHER PERSONS HAVING OR
CLAIMING TO HAVE AN INTEREST
IN .747 ACRES OF LAND FRONTING
APPROXIMATELY 108.81 FEET ON THE
SOUTH SIDE OF LOTS ROAD, AND
FRONTING APPROXIMATELY 248.49 FEET
ON THE SOUTHWEST SIDE OF OLD LOVE
POINT ROAD, FOURTH ELECTION
DISTRICT OF QUEEN ANNE'S COUNTY,
MARYLAND
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. 85-00281

CIVIL 2818
CIV FEES 70.00
SUBTOTAL 70.00
CHECK/MO 70.00
C001 R01 T14:10
04/22/85

MOTION FOR SERVICE BY POSTING

Virgie F. Simpson, Plaintiff, by David Weston Gregory, her 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 land. The grounds of the Motion are as follows:

1. As indicated in the Complaint filed herewith, the only known Defendants to this action would be the surrounding property owners.

2. While the surrounding property owners will be notified of this suit by Sheriff's Service Of Process, in order to properly notify the community of the pendency of this action, the Plaintiff has included any persons claiming to have an interest in the subject real estate, which requires notice by posting.

CLERK'S
1985 APR 22 PM 2:11
QUEEN ANNE'S COUNTY

David Weston Gregory
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0680
Attorney for Plaintiff

ORDER

ORDERED this 23rd day of April, 1985, that reasonable efforts have been made to locate the Defendants referred in this Complaint, and said efforts have been made in good faith, and Service Of Process upon the last category of Defendants listed in the captioning of this Complaint may be made upon said Defendants by posting a copy of the NOTICE ~~Order of Posting~~ upon the subject lands pursuant to Rule 2-122.

Clayton C. Carey
JUDGE

VIRGIE F. SIMPSON
123 West 29th Street
Baltimore, Maryland 21218
Plaintiff

vs.

ELINOR TURNER
Wilson Road, Box W-9
Grasonville, Maryland 21638

and

GEORGE A. WENN
Rt. 3 Box 419-A
Stevensville, Maryland 21666

and

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY, serve
on Patrick E. Thompson, Esq.,
109 Lawyers Row, Centreville,
Maryland, 21617, attorney to
the County Commissioners of
Queen Anne's County, Maryland

and

ALL OTHER PERSONS HAVING OR
CLAIMING TO HAVE AN INTEREST
IN .747 ACRES OF LAND FRONTING
APPROXIMATELY 108.81 FEET ON THE
SOUTH SIDE OF LOTS ROAD, AND
FRONTING APPROXIMATELY 248.49 FEET
ON THE SOUTHWEST SIDE OF OLD LOVE
POINT ROAD, FOURTH ELECTION
DISTRICT OF QUEEN ANNE'S COUNTY,
MARYLAND
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. 85-00281

NOTICE

ORDERED by the Circuit Court for Queen Anne's County:

That all other persons having or claiming to have an interest in .747 acres of land fronting approximately 108.81 feet on the South side of Lots Road, and fronting approximately 248.49 feet on the Southwest side of Old Love Point Road, Fourth Election District of Queen Anne's County, Maryland, are hereby notified that Virgie F. Simpson has filed a Complaint alleging ownership of said property under color of title and claim of right and constructive, peaceable, open, exclusive, hostile, visable, notorious and continuous possession thereof for more than twenty (20) years, and has requested the Court to quiet title to the subject property and remove any cloud therefrom, and further relief.

ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE AN INTEREST IN .747 ACRES OF LAND FRONTING APPROXIMATELY 108.81 FEET ON THE SOUTH SIDE OF LOTS ROAD, AND FRONTING APPROXIMATELY 248.49 FEET ON THE SOUTHWEST SIDE OF OLD LOVE POINT ROAD, FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND, ARE HEREBY WARNED THAT THEY ARE TO FILE A RESPONSE TO THIS PROCEEDING ON OR BEFORE THE 31st DAY OF May, 1985, AND THAT FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT.

Marguerite W. Mankin
CLERK

FILED
APR 23 1985
CIRCUIT COURT
QUEEN ANNE'S CO.

LIBER 20 PAGE 277

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Courthouse
Centreville, Maryland 21617

437

WRIT OF SUMMONS

Case Number 85-00281

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

TO:

Name THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY

SERVE ON: PATRICK E. THOMPSON, ESQ.
109 Lawyers Row
Centreville, MD 21617

Address

County

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by VIRGIE F. SIMPSON, 123 West 29th Street, Baltimore, Maryland 21218
(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 April 23, 1985

Marguerite W. Markiz
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

I HEREBY CERTIFY that on the 24th day of April 1985, I served the within Summons on the Defendant, and on other supporting papers herewith Patrick E. Thompson

SHERIFF Dep. John A. Conway #0019
Sheriff

FEE $

CLERK
1985 APR 25 AM 10:56
QUEEN ANNE'S COUNTY

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.

LIBER 20 PAGE 278

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Courthouse
Centreville, Maryland 21617

436

WRIT OF SUMMONS

Case Number 85-00281

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

TO:

Name ELINOR TURNER

Address Wilson Road, Box W-9, Grasonville, Maryland 21638

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 VIRGIE F. SIMPSON, 123 West 29th Street, Baltimore, MD 21218
(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 April 23, 1985

Marguerite W. Murphy
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

I Certify that on the 24th day of April 1985 I served the within supporting papers & summons on Elinor Turner

FFE $ 5.00

1985 APR 25 AM 10:56
QUEEN ANNE'S COUNTY

SHERIFF Howard Cons D/C QAC

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.

LIBER 20 PAGE 279

IT COURT FOR QUEEN ANNE'S COUNTY

Courthouse
Centreville, Maryland 21617

435

JMMONS

Case Number 85-00281

F MARYLAND, QUEEN ANNE'S COUNTY TO WIT:

TO:

Name GEORGE A. WENN old love sand Rd. Cross from Nicholson

Address Rt. 3, Box 419-A, Stevensville, Maryland 21666
491

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 VIRGIE F. SIMPSON, 123 West 29th Street, Baltimore, Maryland 21218
(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 April 23, 1985

Marguerite W. 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 a copy on George A. Wenn at Stevensville on 5/13/85 at 6:00 pm.

FEE $

SHERIFF Sgt. W. 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.

VIRGIE F. SIMPSON	*	IN THE CIRCUIT COURT
Plaintiff	*	OF MARYLAND
vs.	*	FOR
ELINOR TURNER	*	QUEEN ANNE'S COUNTY
and	*	CIVIL ACTION NO. 85-00281
GEORGE A. WENN	*	
and	*	
THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY	*	
and	*	
ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE AN INTEREST IN .747 ACRES OF LAND FRONTING APPROXIMATELY 108.81 FEET ON THE SOUTH SIDE OF LOTS ROAD, AND FRONTING APPROXIMATELY 248.49 FEET ON THE SOUTHWEST SIDE OF OLD LOVE POINT ROAD, FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND	*	
Defendants	*	

* * * * * * * * * *

ANSWER TO COMPLAINT TO QUIET TITLE

Comes now Elinor Turner, Defendant, by her attorney, Marian McKennan, and in Answer to the Complaint states:

1. That she is without personal knowledge as to the truth or falsity of the allegations contained in paragraphs 1-11 and 13-15.

2. That she admits that she is the owner of a lot adjacent to the property described as the subject of the Complaint.

3. In further answering, Defendant, Elinor Turner, avers that the property owned by her is described more fully in a copy of her deed, which is attached as Defendant Turner's Exhibit "1" and that she had a survey completed in 1981, a copy of which is attached as Defendant's Exhibit "2".

WHEREFORE, Defendant prays:

A. That any Order passed in the instant case preserve unto her that which she was lawfully granted by deed.

Marian McKennan

Marian McKennan, Esquire
Legal Aid Bureau, Inc.
P. O. Box 298
Centreville, Maryland 21617
PHONE: 301-758-2543
Attorney for Defendant, Elinor Turner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT ON THIS 21st day of May, 1985, a copy of the aforegoing Answer to Complaint to Quiet Title was mailed, first class, postage prepaid to David Weston Gregory, 115 Lawyers Row, Centreville, Maryland 21617, Attorney for Plaintiff; George A. Wenn, Rt. 3, Box 419-A, Stevensville, Maryland 21666, Defendant; and Patrick Thompson, 109 Lawyers Row, Centreville, Maryland 21617, Attorney to the County Commissioners of Queen Anne's County, Maryland.

Marian McKennan

Marian McKennan, Esquire

#35,637 LIBER 20 PAGE 279 LIBER 20 PAGE 282

RECEIVED FOR RECORD Mar 1, 1955

THIS DEED made this 21st day of February in the year nineteen hundred and fifty five by MAX SOLOMON and SOPHIA SOLOMON, his wife, of Queen Anne's County, State of Maryland, and THE STEVENSVILLE BANK OF MARYLAND, a body corporate, incorporated under the laws of the State of Maryland, with its principal place of business in Queen Anne's County.

WHEREAS, the said Max Solomon and Sophia Solomon, his wife, are seized and possessed of the herein described real estate subject however to a mortgage to the said body corporate, which the said Max Solomon and Sophia Solomon have assumed and agreed to pay, said mortgage bearing date of September 31st., 1947, and recorded in Liber A.S.S. Jr., No. 18 folio 114 &etc., a Land Record Book for Queen Anne's County;

AND, WHEREAS, the said body corporate has agreed in consideration of the purchase money to release the hereafter described lot of land from the lien and operation of the mortgage, reserving however said mortgage lien on the balance of said real estate described in said mortgage;

Now therefore in consideration of the sum of ONE HUNDRED DOLLARS ($100.00), the receipt of which is hereby acknowledged, the said Max Solomon and Sophia Solomon, his wife, do hereby grant and convey, and the said body corporate, the Stevensville Bank of Maryland, does hereby release and discharge from the operatin and lien of the mortgage as aforesaid (reserving however said mortgage lien against the balance of said real estate described in said mortgage) unto and to Elinor Turner, her heirs and assigns, in fee simple, all that lot or tract or part of a tract of land, situate lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, in or near Stevensville, on the West side of the old county road and bounded on the East by the Elementary School Property, with a frontage of fifty (50) feet on a dirt road known as "Legg's Lane" and a depth of one hundred (100) feet from same; being a part of that is known as "Joint Property of Barnes and Sue Tolson Legg" and which property was granted and conveyed to the said Max Solomon and Sophia Solomon, his wife, by Morris L. Berstein and Minna Berstein, his wife, by deed bearing date of June 16th., 1950, and recorded in Liber N.B.W. No. 8, folio 42 &etc., a Land Record Book for Queen Anne's County.

TOGETHER with all buildings and improvements thereon erected, made or being and all and every rights, roads, ways, waters, privileges and advantages thereto attached or appertaining.

AND the said Max Solomon and Sophia Solomon, his wife, hereby covenant that they have done no act or thing now suffered the same to be done by others to encumber the property hereby granted and conveyed or intended to be granted and conveyed

DEFENDANT'S EXHIBIT '1'

and that they will warrant specially the title to same and will execute such other and further assurances of same as may be now or shall hereafter become requisite or necessary.

Witness our hands and seals.

Test as to Max Solomon and Sophia Solomon:

Max Solomon (SEAL)
Max Solomon

Sophia Solomon (SEAL)
Sophia Solomon

Attest: Barnes Legg
Barnes Legg

THE STEVENSVILLE BANK OF MARYLAND

By F. W. Coleman
F. W. Coleman
Its President

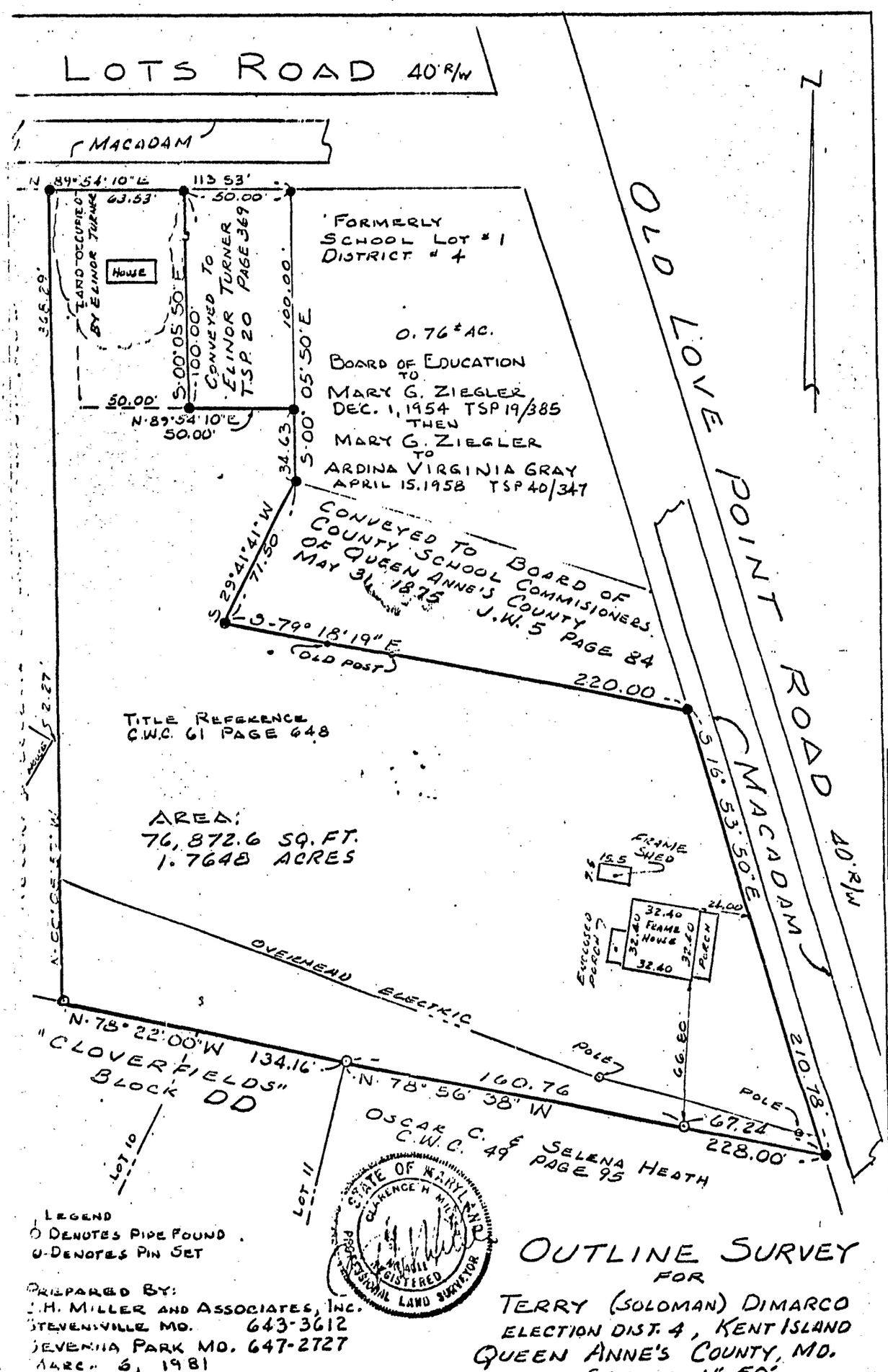
STATE OF MARYLAND, QUEEN ANNE'S COUNTY, to wit:

I hereby certify that on this 21st day of February, 1955, before me, the undersigned, a Notary Public of the State of Maryland in and for Queen Anne's County, personally appeared Max Solomon and Sophia Solomon, his wife and each acknowledged the aforegoing deed to be their respective act and deed; and at the same time personally appeared F. W. Coleman President of the body corporate, The Stevensville Bank of Maryland, and acknowledged the aforegoing deed to be the act and deed of the said body corporate. In witness whereof I have hereunto subscribed my name and affixed my Notarial Seal the day and year last above written.

Barnes Legg
Notary Public

LIBER 20 PAGE 284

DEFENDANT'S EXHIBIT '2'



VIRGIE F. SIMPSON
123 West 29th Street
Baltimore, Maryland 21218
Plaintiff

vs.

ELINOR TURNER
Wilson Road, Box W-9
Grasonville, Maryland 21638

and

GEORGE A. WENN
Rt. 3 Box 419-A
Stevensville, Maryland 21666

and

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, serve on Patrick E. Thompson, Esq., 109 Lawyers Row, Centreville, Maryland, 21617, attorney to the County Commissioners of Queen Anne's County, Maryland

and

ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE AN INTEREST IN .747 ACRES OF LAND FRONTING APPROXIMATELY 108.81 FEET ON THE SOUTH SIDE OF LOTS ROAD, AND FRONTING APPROXIMATELY 248.49 FEET ON THE SOUTHWEST SIDE OF OLD LOVE POINT ROAD, FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND
Defendants

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
CIVIL ACTION NO. 85-00281

LINE TO CLERK

Madam Clerk:

Kindly re-issue the attached Notice for service by posting in the above captioned case, as the Sheriff's Department of Queen Anne's County did not have sufficient time to post the previous Notice.

David Weston Gregory
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0680
Attorney for Plaintiff

1985 JUL 11 PM 2:23
QUEEN ANNE'S COUNTY

VIRGIE F. SIMPSON
123 West 29th Street
Baltimore, Maryland 21218
Plaintiff

vs.

ELINOR TURNER
Wilson Road, Box W-9
Grasonville, Maryland 21638

and

GEORGE A. WENN
Rt. 3 Box 419-A
Stevensville, Maryland 21666

and

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY, serve
on Patrick E. Thompson, Esq.,
109 Lawyers Row, Centreville,
Maryland, 21617, attorney to
the County Commissioners of
Queen Anne's County, Maryland

and

ALL OTHER PERSONS HAVING OR
CLAIMING TO HAVE AN INTEREST
IN .747 ACRES OF LAND FRONTING
APPROXIMATELY 108.81 FEET ON THE
SOUTH SIDE OF LOTS ROAD, AND
FRONTING APPROXIMATELY 248.49 FEET
ON THE SOUTHWEST SIDE OF OLD LOVE
POINT ROAD, FOURTH ELECTION
DISTRICT OF QUEEN ANNE'S COUNTY,
MARYLAND
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. 85-00281

NOTICE

ORDERED by the Circuit Court for Queen Anne's County:

That all other persons having or claiming to have an interest in .747 acres of land fronting approximately 108.81 feet on the South side of Lots Road, and fronting approximately 248.49 feet on the Southwest side of Old Love Point Road, Fourth Election District of Queen Anne's County, Maryland, are hereby notified that Virgie F. Simpson has filed a Complaint alleging ownership of said property under color of title and claim of right and constructive, peaceable, open, exclusive, hostile, visable, notorious and continuous possession thereof for more than twenty (20) years, and has requested the Court to quiet title to the subject property and remove any cloud therefrom, and further relief.

ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE AN INTEREST IN .747 ACRES OF LAND FRONTING APPROXIMATELY 108.81 FEET ON THE SOUTH SIDE OF LOTS ROAD, AND FRONTING APPROXIMATELY 248.49 FEET ON THE SOUTHWEST SIDE OF OLD LOVE POINT ROAD, FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND, ARE HEREBY WARNED THAT THEY ARE TO FILE A RESPONSE TO THIS PROCEEDING ON OR BEFORE THE 29th DAY OF July, 1985, AND THAT FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT.

Marguerite W. Mankin
CLERK

FILED
JUN 11 1985
CIRCUIT COURT
QUEEN ANNE'S CO.

VIRGIE F. SIMPSON
123 West 29th Street
Baltimore, Maryland 21218
Plaintiff

vs.

ELINOR TURNER
Wilson Road, Box W-9
Grasonville, Maryland 21638

and

GEORGE A. WENN
Rt. 3 Box 419-A
Stevensville, Maryland 21666

and

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, serve on Patrick E. Thompson, Esq., 109 Lawyers Row, Centreville, Maryland, 21617, attorney to the County Commissioners of Queen Anne's County, Maryland

and

ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE AN INTEREST IN .747 ACRES OF LAND FRONTING APPROXIMATELY 108.81 FEET ON THE SOUTH SIDE OF LOTS ROAD, AND FRONTING APPROXIMATELY 248.49 FEET ON THE SOUTHWEST SIDE OF OLD LOVE POINT ROAD, FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. 85-00281

CERTIFICATE OF POSTING

I HEREBY CERTIFY, that on the 18th day of June, 1985, I Lt. William D. Foster, of the Queen Anne's County Sheriff's Department did post a copy of the attached Notice in a conspicuous place on the real property described therein pursuant to the Maryland Rules of Procedure; and furthermore said Notice was physically posted so that it could be seen from both Old Love Point Road and Lots Road.

Lt. William D. Foster III
Lt. William D. Foster

VIRGIE F. SIMPSON
123 West 29th Street
Baltimore, Maryland 21218
Plaintiff

vs.

ELINOR TURNER
Wilson Road, Box W-9
Grasonville, Maryland 21638

and

GEORGE A. WENN
Rt. 3 Box 419-A
Stevensville, Maryland 21666

and

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY, serve
on Patrick E. Thompson, Esq.,
109 Lawyers Row, Centreville,
Maryland, 21617, attorney to
the County Commissioners of
Queen Anne's County, Maryland

and

ALL OTHER PERSONS HAVING OR
CLAIMING TO HAVE AN INTEREST
IN .747 ACRES OF LAND FRONTING
APPROXIMATELY 108.81 FEET ON THE
SOUTH SIDE OF LOTS ROAD, AND
FRONTING APPROXIMATELY 248.49 FEET
ON THE SOUTHWEST SIDE OF OLD LOVE
POINT ROAD, FOURTH ELECTION
DISTRICT OF QUEEN ANNE'S COUNTY,
MARYLAND
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. 85-00281

NOTICE

ORDERED by the Circuit Court for Queen Anne's County:

That all other persons having or claiming to have an interest in .747 acres of land fronting approximately 108.81 feet on the South side of Lots Road, and fronting approximately 248.49 feet on the Southwest side of Old Love Point Road, Fourth Election District of Queen Anne's County, Maryland, are hereby notified that Virgie F. Simpson has filed a Complaint alleging ownership of said property under color of title and claim of right and constructive, peaceable, open, exclusive, hostile, visable, notorious and continuous possession thereof for more than twenty (20) years, and has requested the Court to quiet title to the subject property and remove any cloud therefrom, and further relief.

ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE AN INTEREST IN .747 ACRES OF LAND FRONTING APPROXIMATELY 108.81 FEET ON THE SOUTH SIDE OF LOTS ROAD, AND FRONTING APPROXIMATELY 248.49 FEET ON THE SOUTHWEST SIDE OF OLD LOVE POINT ROAD, FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND, ARE HEREBY WARNED THAT THEY ARE TO FILE A RESPONSE TO THIS PROCEEDING ON OR BEFORE THE 29th DAY OF July, 1985, AND THAT FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOWED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT.

FILED

JUN 11 1985

CIRCUIT COURT
QUEEN ANNE'S CO.

Marguerite W. Mankin
CLERK

TRUE COPY, TEST:
MARGUERITE W. MANKIN, CLERK

BY: Ann F. Ward
DEPUTY CLERK

VIRGIE F. SIMPSON
123 West 29th Street
Baltimore, Maryland 21218
Plaintiff

vs.

ELINOR TURNER
Wilson Road, Box W-9
Grasonville, Maryland 21638

and

GEORGE A. WENN
Rt. 3 Box 419-A
Stevensville, Maryland 21666

and

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY, serve
on Patrick E. Thompson, Esq.,
109 Lawyers Row, Centreville,
Maryland, 21617, attorney to
the County Commissioners of
Queen Anne's County, Maryland

and

ALL OTHER PERSONS HAVING OR
CLAIMING TO HAVE AN INTEREST
IN .747 ACRES OF LAND FRONTING
APPROXIMATELY 108.81 FEET ON THE
SOUTH SIDE OF LOTS ROAD, AND
FRONTING APPROXIMATELY 248.49 FEET
ON THE SOUTHWEST SIDE OF OLD LOVE
POINT ROAD, FOURTH ELECTION
DISTRICT OF QUEEN ANNE'S COUNTY,
MARYLAND
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. 85-00281

REQUEST FOR ORDER OF DEFAULT

Virgie F. Simpson, Plaintiff, by David Weston Gregory, her attorney, requests this Court enter an Order of Default against the Defendant, listed as the fourth Defendant, (all other persons having or claiming to have an interest in .747 acres of land, etc.) listed on Plaintiff's Complaint to Quiet Title, and in support thereof states:

1. The time for pleading by Defendant, (all other persons having or claiming to have an interest in .747 acres of land, etc.), under the Maryland Rules has expired .

2. Defendant, (all other persons having or claiming to have an interest in .747 acres of land, etc.) has failed to plead as provided under the Maryland Rules.

3. That on April 23, 1985 this Honorable Court signed an Order for Service of Process upon the abovementioned Defendant by posting a copy of the Notice upon the subject land pursuant to Maryland Rule 2-122; said Notice was posted upon the subject land and in a conspicious place thereon by Lt. William D. Foster of the Queen Anne's County Sheriff Department on the 18th day of June, 1985. Said Notice required the above mentioned Defendant to file a response to this proceeding on or before the 29th day of July, 1985.

WHEREFORE, your Plaintiff prays this Honorable Court enter an Order of Default against Defendant, (all other persons having or claiming to have an interest in .747 acres of land, etc.).

David Weston Gregory
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0680
Attorney for Plaintiff

VIRGIE F. SIMPSON
123 West 29th Street
Baltimore, Maryland 21218
Plaintiff

vs.

ELINOR TURNER
Wilson Road, Box W-9
Grasonville, Maryland 21638

and

GEORGE A. WENN
Rt. 3 Box 419-A
Stevensville, Maryland 21666

and

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY, serve
on Patrick E. Thompson, Esq.,
109 Lawyers Row, Centreville,
Maryland, 21617, attorney to
the County Commissioners of
Queen Anne's County, Maryland

and

ALL OTHER PERSONS HAVING OR
CLAIMING TO HAVE AN INTEREST
IN .747 ACRES OF LAND FRONTING
APPROXIMATELY 108.81 FEET ON THE
SOUTH SIDE OF LOTS ROAD, AND
FRONTING APPROXIMATELY 248.49 FEET
ON THE SOUTHWEST SIDE OF OLD LOVE
POINT ROAD, FOURTH ELECTION
DISTRICT OF QUEEN ANNE'S COUNTY,
MARYLAND
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. 85-00281

ORDER OF DEFAULT

The Defendant, (all other persons having or claiming to have an interest in .747 acres of land, etc.) having been duly notified to answer the Complaint filed in this cause by the posting of a Notice on the subject property provided by the Maryland Rules and having failed to plead as provided by the Maryland Rules and the time for pleading having been expired and the Plaintiff having requested an Order of Default.

IT IS THEREUPON ORDERED, this 2nd day of August, 1985 by the Circuit Court for Queen Anne's County, that an Order of Default be enter-

ed against the Defendant, (all other persons having or claiming to have an interest in .747 acres of land, etc.), in favor of the Plaintiff for the relief requested in Plaintiff's Complaint and it is further ORDERED that pursuant to Rule 2-613, this matter be referred to one of the Standing Examiners of this Court that the taking of testimony and submission of the record within thirty (30) days from the date of this Order.

Clayton C. Carter
JUDGE

VIRGIE F. SIMPSON
123 West 29th Street
Baltimore, Maryland 21218
Plaintiff

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. 85-00281

vs.

ELINOR TURNER
Wilson Road, Box W-9
Grasonville, Maryland 21638

and

GEORGE A. WENN
Rt. 3 Box 419-A
Stevensville, Maryland 21666

and

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY, serve
on Patrick E. Thompson, Esq.,
109 Lawyers Row, Centreville,
Maryland, 21617, attorney to
the County Commissioners of
Queen Anne's County, Maryland

and

ALL OTHER PERSONS HAVING OR
CLAIMING TO HAVE AN INTEREST
IN .747 ACRES OF LAND FRONTING
APPROXIMATELY 108.81 FEET ON THE
SOUTH SIDE OF LOTS ROAD, AND
FRONTING APPROXIMATELY 248.49 FEET
ON THE SOUTHWEST SIDE OF OLD LOVE
POINT ROAD, FOURTH ELECTION
DISTRICT OF QUEEN ANNE'S COUNTY,
MARYLAND
Defendants

REQUEST FOR ORDER OF DEFAULT

Virgie F. Simpson, Plaintiff, by David Weston Gregory, her attorney, requests this Court enter an Order of Default against the Defendant, George A. Wenn, and in support thereof states:

1. The time for pleading by Defendant Wenn under the Maryland Rules has expired .

2. Defendant Wenn has failed to plead as provided under the Maryland Rules.

3. The last known address of Defendant Wenn was Rt. 3 Box 419-A, Stevensville, Maryland, 21666, and that Defendant Wenn was served with a copy of the Complaint to Quiet Title at that address.

WHEREFORE, your Plaintiff prays this Honorable Court enter an Order of Default against Defendant Wenn.

David Weston Gregory
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0680
Attorney for Plaintiff

LIBER 20 PAGE 296

VIRGIE F. SIMPSON
123 West 29th Street
Baltimore, Maryland 21218
Plaintiff

vs.

ELINOR TURNER
Wilson Road, Box W-9
Grasonville, Maryland 21638

and

GEORGE A. WENN
Rt. 3 Box 419-A
Stevensville, Maryland 21666

and

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, serve on Patrick E. Thompson, Esq., 109 Lawyers Row, Centreville, Maryland, 21617, attorney to the County Commissioners of Queen Anne's County, Maryland

and

ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE AN INTEREST IN .747 ACRES OF LAND FRONTING APPROXIMATELY 108.81 FEET ON THE SOUTH SIDE OF LOTS ROAD, AND FRONTING APPROXIMATELY 248.49 FEET ON THE SOUTHWEST SIDE OF OLD LOVE POINT ROAD, FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. 85-00281

REQUEST FOR ORDER OF DEFAULT

Virgie F. Simpson, Plaintiff, by David Weston Gregory, her attorney, requests this Court enter an Order of Default against the Defendant, The County Commissioners of Queen Anne's County and in support thereof states:

1. The time for pleading by Defendant, The County Commissioners of Queen Anne's County, under the Maryland Rules has expired .

2. Defendant, The County Commissioners of Queen Anne's County, has failed to plead as provided under the Maryland Rules.

3. The Defendant, The County Commissioners of Queen Anne's County was served with a copy of the Complaint to Quiet Title by serving a copy of said Complaint on Patrick E. Thompson, Esquire, at 109 Lawyers Row, Centreville, Maryland, 21617, attorney to The County Commissioners of Queen Anne's County.

WHEREFORE, your Plaintiff prays this Honorable Court enter an Order of Default against Defendant, The County Commissioners of Queen Anne's County.

RECEIVED
CLERK, CIRCUIT COURT
1985 AUG -1 AM 10: 55
QUEEN ANNE'S COUNTY

David Weston Gregory
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0680
Attorney for Plaintiff

VIRGIE F. SIMPSON
123 West 29th Street
Baltimore, Maryland 21218
Plaintiff

vs.

ELINOR TURNER
Wilson Road, Box W-9
Grasonville, Maryland 21638

and

GEORGE A. WENN
Rt. 3 Box 419-A
Stevensville, Maryland 21666

and

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, serve on Patrick E. Thompson, Esq., 109 Lawyers Row, Centreville, Maryland, 21617, attorney to the County Commissioners of Queen Anne's County, Maryland

and

ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE AN INTEREST IN .747 ACRES OF LAND FRONTING APPROXIMATELY 108.81 FEET ON THE SOUTH SIDE OF LOTS ROAD, AND FRONTING APPROXIMATELY 248.49 FEET ON THE SOUTHWEST SIDE OF OLD LOVE POINT ROAD, FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND
Defendants

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
CIVIL ACTION NO. 85-00281

ORDER OF DEFAULT

The Defendant, The County Commissioners of Queen Anne's County, having been duly summonsed to answer the Complaint filed in this cause, and having failed to plead as provided by the Maryland Rules and the time for pleading having been expired and the Plaintiff having requested an Order of Default.

IT IS THEREUPON ORDERED, this 2nd day of August, 1985 by the Circuit Court for Queen Anne's County, that an Order of Default be entered against the Defendant in favor of the Plaintiff for the relief

requested in Plaintiff's Complaint and it is further ORDERED that pursuant to Rule 2-613, this matter be referred to one of the Standing Examiners of this Court that the taking of testimony and submission of the record within thirty (30) days from the date of this Order.

Clayton C. Carter
JUDGE

VIRGIE F. SIMPSON
123 West 29th Street
Baltimore, Maryland 21218
Plaintiff

vs.

ELINOR TURNER
Wilson Road, Box W-9
Grasonville, Maryland 21638

and

GEORGE A. WENN
Rt. 3 Box 419-A
Stevensville, Maryland 21666

and

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY, serve
on Patrick E. Thompson, Esq.,
109 Lawyers Row, Centreville,
Maryland, 21617, attorney to
the County Commissioners of
Queen Anne's County, Maryland

and

ALL OTHER PERSONS HAVING OR
CLAIMING TO HAVE AN INTEREST
IN .747 ACRES OF LAND FRONTING
APPROXIMATELY 108.81 FEET ON THE
SOUTH SIDE OF LOTS ROAD, AND
FRONTING APPROXIMATELY 248.49 FEET
ON THE SOUTHWEST SIDE OF OLD LOVE
POINT ROAD, FOURTH ELECTION
DISTRICT OF QUEEN ANNE'S COUNTY,
MARYLAND
Defendants

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
CIVIL ACTION NO. 85-00281

ORDER OF DEFAULT

The Defendant, George A. Wenn, having been duly summonsed to answer the Complaint filed in this cause, and having failed to plead as provided by the Maryland Rules and the time for pleading having been expired and the Plaintiff having requested an Order of Default.

IT IS THEREUPON ORDERED, this 2nd day of August, 1985 by the Circuit Court for Queen Anne's County, that an Order of Default be entered against the Defendant in favor of the Plaintiff for the relief requested in Plaintiff's Complaint and it is further ORDERED that pursuant

to Rule 2-613, this matter be referred to one of the Standing Examiners of this Court that the taking of testimony and submission of the record within thirty (30) days from the date of this Order.

Clayton D. Carter
JUDGE

20 MC. 301

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Courthouse
Centreville, Maryland 21617

VIRGIE F. SIMPSON

Case Number 85-00281

Vs.

ELINOR TURNER, et al

NOTICE OF DEFAULT ORDER

TO:

Name GEORGE A. WENN

Address Rt. 3, Box 419-A, Stevensville, MD 21666

County Queen Anne's

You are hereby notified that an Order of Default has been entered against you in the above entitled case on August 2, 1985.

You may move to vacate the Order of Default within thirty (30) days of the date of entry. The motion shall state the reasons for the failure to plead and the legal and factual basis for the defense to the claim.

Date Issued August 2, 1985

Marguerite W. Mankins
CLERK

COPY MAILED TO ATTORNEY:

CV-5
PAUL CO.

LIBER 20 PAGE 302

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Courthouse
Centreville, Maryland 21617

VIRGIE F. SIMPSON

Case Number 85-00291

Vs.

ELINOR TURNER, et al

NOTICE OF DEFAULT ORDER

TO:

Name THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY
Patrick E. Thompson, Esquire
109 Lawyers Row
Address Centreville, MD 21617

County Queen Anne's

You are hereby notified that an Order of Default has been entered against you in the above entitled case on August 2, 1985.

You may move to vacate the Order of Default within thirty (30) days of the date of entry. The motion shall state the reasons for the failure to plead and the legal and factual basis for the defense to the claim.

Date Issued August 2, 1985

Marguerite W. Mankin
CLERK

COPY MAILED TO ATTORNEY:

CV-5
PAUL CO.

VIRGIE F. SIMPSON

Plaintiff

vs.

GEORGE A. WENN

and

ELINOR TURNER

and

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY

and

ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE AN INTEREST IN .747. ACRES OF LAND FRONTING APPROXIMATELY 108.81 FEET ON THE SOUTH SIDE OF LOTS ROAD, AND FRONTING APPROXIMATELY 248.49 FEET ON THE SOUTHWEST SIDE OF OLD LOVE POINT ROAD, FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND

Defendants

IN THE CIRCUIT COURT OF

MARYLAND FOR

QUEEN ANNE'S COUNTY

CIVIL ACTION NO. 85-00~~330~~ 281

MOTION FOR REFERRAL TO EXAMINER
AND TO APPOINT A SPECIAL EXAMINER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Virgie F. Simpson, plaintiff, by David W. Gregory, her attorney, respectfully moves your Honor to refer to a Special Examiner, for the taking of evidence, the issues raised by the Complaint heretofore filed herein, and as grounds for her motion states as follows:

1. That the defendants Wenn and The County Commissioners of Queen Anne's County have failed to file a responsive of pleading in this case, and an Order of Default has been issued against these defendants.

2. The Order of Publication passed herein gave notice to all other persons having or claiming to have an interest in .747 acres of land fronting approximately 108.81 feet on the south side of Lots Road, and fronting approximately 248.49 feet on the southwest side of Old Love Point Road, 4th Election District of Queen Anne's County, Maryland, of the allegations of the complaint and the relief sought thereby; but no

such person, has appeared, although a true copy of such Order was duly posted on the property described in the Complaint by the Sheriff of Queen Anne's County and the time for appearance is long since expired, and an Order of Default has been issued by this Honorable Court against these defendants.

3. That defendant Turner, through her attorney, Marian McKennan, has filed an answer to plaintiffs Complaint filed herein. Said answer neither admits nor denies the allegations of plaintiffs complaint, except that defendant Turner admits she is the owner of a parcel land which is adjacent to the property described as the subject of this complaint and that defendant Turner in her prayers, request that the judgement passed by this Honorable Court in this case preserve unto defendant Turner her aforementioned parcel of land which she was lawfully granted by deed.

4. That defendant, The County Commissioners of Queen Anne's County, while failing to file an answer in this case, was represented by Patrick B. Thompson, Esq., who is the partner of Edward Turner, Esq. a standing examiner of this court, and for this reason a Special Examiner should be appointed for the taking of evidence.

5. These proceedings are not triable of right before a jury.

6. This Motion is filed pursuant to Maryland 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.

David W. Gregory
Attorney for Plaintiff

ORDER OF COURT

ORDERED, this 17th day of September, 1985, by the Circuit Court for Queen Anne's County, that Jeffrey E. Thompson, Esq. was appointed as a Special Examiner in this cause, and that the proceedings in this cause are hereby referred to the said Jeffrey E. Thompson, Esq., Special Examiner, for the taking of evidence upon the issues raised by the Complaint filed herein, pursuant to Maryland Rule 2-542.

Clayton C. Carter
JUDGE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT ON THIS 19th September, 1985, a copy of the aforegoing Pleading was mailed to Marian McKennan, Esq., P.O. Box 298, Centreville, Maryland, 21617, Attorney for Defendant Turner.

David W. Gregory, Esquire
Attorney for Plaintiff

VIRGIE F. SIMPSON

Plaintiff

vs.

ELINOR TURNER

and

THE COUNTY COMMISSIONERS OF
QUEEN ANNE'S COUNTY

and

ALL OTHER PERSONS HAVING OR
CLAIMING TO HAVE AN INTEREST
IN .747. ACRES OF LAND FRONT-
ING APPROXIMATELY 108.81
FEET ON THE SOUTH SIDE OF
LOTS ROAD, AND FRONTING AP-
PROXIMATELY 248.49 FEET ON
THE SOUTHWEST SIDE OF OLD
LOVE POINT ROAD, FOURTH
ELECTION DISTRICT OF QUEEN
ANNE'S COUNTY, MARYLAND
Defendants

IN THE CIRCUIT COURT OF
MARYLAND FOR
QUEEN ANNE'S COUNTY
CIVIL ACTION NO. 85-00281

NOTICE TO TAKE DEPOSITION

TO: Marian McKennan, Esquire
P.O. Box 298
Centreville, Maryland, 21617
Attorney for Defendant,
Elinor Turner

PLEASE TAKE NOTICE that at 1:00 p.m. on Friday, October 18, 1985 at 123 West 29th Street, Apt. 12B, Baltimore, Maryland, Attorney for Plaintiff will take the deposition of Virgie F. Simpson, Plaintiff in the above captioned case, upon oral examination before a Notary Public or some other person duly qualified to administer oaths. The oral examination will continue from day to day until completed.

DAVID WESTON GREGORY
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0680
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 3rd day of October, 1985, a copy of the aforegoing Notice to Take Deposition of Virgie F. Simpson was mailed to Marian McKennan, Esquire, P.O. Box 298, Centreville, Maryland, 21617, attorney for Defendant, Elinor Turner.

DAVID WESTON GREGORY

VIRGIE F. SIMPSON
123 West 29th Street
Baltimore, Maryland 21218
Plaintiff

vs.

ELINOR TURNER
Wilson Road, Box W-9
Grasonville, Maryland 21638

and

GEORGE A. WENN
Rt. 3 Box 419-A
Stevensville, Maryland 21666

and

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, serve on Patrick E. Thompson, Esq., 109 Lawyers Row, Centreville, Maryland, 21617, attorney to the County Commissioners of Queen Anne's County, Maryland

and

ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE AN INTEREST IN .747 ACRES OF LAND FRONTING APPROXIMATELY 108.81 FEET ON THE SOUTH SIDE OF LOTS ROAD, AND FRONTING APPROXIMATELY 248.49 FEET ON THE SOUTHWEST SIDE OF OLD LOVE POINT ROAD, FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND
Defendants

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
CIVIL ACTION NO. 85-00281

LINE TO CLERK

MADAM CLERK:

Kindly set the above captioned case in for a hearing on the merits at your earliest possible convenience.

David Weston Gregory
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0680
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 13 day of ~~January~~ February, 1986, acopy of the aforegoing Pleading was mailed to Marian McKennan, Esq., P.O. Box 298, Centreville, Maryland, 21617, Attorney for Defendant, Elinor Turner.

DAVID WESTON GREGORY

Civil Action

85-00281 Simpson vs Turner & Wenn & OAG Commissioner 2-24-86

numbers as entered

Plaintiffs Exhibit

(1) #1 - Deposition of Virgie F. Simpson

(2) #2 - Deed between Webster Simpson & Virgie F. Simpson and Virgie F. Simpson dated 12-1-83

(10) #3 - Improvements Location on the lands of Virgie Simpson Mc Kean County

(3) #4 - Certified Copy of Deed from Seber J. Co & Folio 84

(4) #5 - Certification of Surveyor

(5) #6 - Quit Claim Deed TSP 19 Page 385

(6) #7 - Deed between Ziegler & Gray dated 4-19-58

(7) #8 - Grant dated 9-2-67.

(8) #9 - Deed dated 9-6-78 between Hoaney & Simpson

(9) #10 - Certificate of Transfer dated 6-20-69

(11) #11 - Survey - Miller

VIRGIE F. SIMPSON
123 West 29th Street
Baltimore, Maryland 21218
Plaintiff

vs.

ELINOR TURNER
Wilson Road, Box W-9
Grasonville, Maryland 21638

and

GEORGE A. WENN
Rt. 3 Box 419-A
Stevensville, Maryland 21666

and

THE COUNTY COMMISSIONERS OF QUEEN ANNE'S COUNTY, serve on Patrick E. Thompson, Esq., 109 Lawyers Row, Centreville, Maryland, 21617, attorney to the County Commissioners of Queen Anne's County, Maryland

and

ALL OTHER PERSONS HAVING OR CLAIMING TO HAVE AN INTEREST IN .747 ACRES OF LAND FRONTING APPROXIMATELY 108.81 FEET ON THE SOUTH SIDE OF LOTS ROAD, AND FRONTING APPROXIMATELY 248.49 FEET ON THE SOUTHWEST SIDE OF OLD LOVE POINT ROAD, FOURTH ELECTION DISTRICT OF QUEEN ANNE'S COUNTY, MARYLAND
Defendants

IN THE CIRCUIT COURT

FOR QUEEN ANNE'S COUNTY

CIVIL ACTION NO. 85-00281

DEFAULT JUDGMENT

The Court being satisfied and it appearing that:

1. The Court has jurisdiction to enter a Judgment in this cause.

2. An Order of Default was entered on August 2, 1985 against Defendants George A. Wenn, The County Commissioners of Queen Anne's County and all other persons having or claiming to have an interest in the subject property.

3. The Notice required by Rule 2-613 (b) was mailed to Defendants, Wenn, The County Commissioners, and all other persons having or claiming to have an interest in the subject property, on August 2, 1985.

4. The Defendants Wenn, The County Commissioners of Queen Anne's County and all other persons having or claiming to have an interest in the subject property have failed to file a Motion to Vacate within thirty (30) days after the Notice was mailed.

5. The Court took testimony and received evidence on February 24, 1986, establishing the truth of the averments in the Complaint; and Defendant Elinor Turner, who answered the Complaint, did not present any evidence or testimony.

IT IS THEREUPON ORDERED, DECREED and ADJUDGED, this 6th day of March, 1986, by the Circuit Court for Queen Anne's County, that a Judgment by Default shall be entered as follows:

A. Plaintiff, Virgie F. Simpson, is the absolute owner, with the right of disposition of the properties described as .747 acres of land, more or less in Plaintiff's Exhibits Nos. 2 and 3 of the evidence filed herein, with the right to quietely enjoy the same, without any cloud thereon.

B. The Defendants, Elinor Turner, George A. Wenn, The County Commissioners of Queen Anne's County and all other persons having or claiming to have an interest in the real property described in the Complaint, are enjoined from asserting any action at law or otherwise against the property described as .747 acres of land, more or less in Plaintiff's Exhibits Nos. 2 and 3 of the evidence filed herein.

C. This Judgment will preserve unto Defendant, Elinor Turner, the lot which was conveyed to her by Max Solomon, et.ux., on February 21, 1955 and recorded among the Land Records of Queen Anne's County in Liber T.S.P. No. 20 folio 369 as more fully shown on an outline survey entered as Plaintiff's Exhibit No. 11 filed herein.

D. Plaintiff shall pay the costs of this proceeding.

Clayton C. Carter
JUDGE

LIBER 20 PAGE 313

LAW OFFICES
FOSTER & BRADEN
MORGAN BUILDING
SHOPPING CENTER ROAD
P. O. BOX 367
STEVENSVILLE, MARYLAND 21666
(301) 643-2141

MICHAEL R. FOSTER
J. DONALD BRADEN

TELEPHONES
(301) 643-4000
(301) 758-2828

August 22, 1989

Clerk of Court for Queen Anne's County
Courthouse
Centreville, Maryland 21617

ATTN: Betty M. Comegys, Chief Deputy

Re: Dorrell Foreclosure
Civil Case No. 88-01605

Dear Betty:

This will confirm our telephone conversation whereby I would like the following items recorded in Judgment In Extenso:

1. Order to Docket Suit - 2 pages
2. Statement of Debt - 1 page
3. Military Affidavit - 2 pages
4. Request for Reduction and Order - 2 pages
5. Bond - 2 pages
6. Affidavit of Compliance - 2 pages
7. Affidavit of Purchaser - 2 pages
8. Amended Certification of Auctioneer - 2 pages
9. Report and Affidavit - 4 pages
10. Notice - 1 page
11. 2 Certificates of Publication - 2 pages
12. Final Ratification and Order - 1 page

Total pages - 23 pages

I am also enclosing my attorney's account check in the amount of $121.00 which represents payment in full of open court costs as follows:

Judgment In Extenso costs	$ 92.00
Recording Bond	19.00
Appearance Fee	10.00
TOTAL	121.00

I want to thank you for all your help in this matter.

Very truly yours,

Michael R. Foster

1989 AUG 23 PM 4:04
QUEEN ANNE'S COUNTY

MRF/ljf
Enclosures

MICHAEL R. FOSTER and J. DONALD BRADEN SUCCESSOR TRUSTEES Morgan Building P.O. Box 367 Stevensville, Maryland 21666 Plaintiffs vs. WILLIAM A. DORRELL SARA C. DORRELL STEVEN DORRELL and LISA A. DORRELL Defendants	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND CIVIL ACTION NO. CIVIL 8801605# 88-FED160 00 12/09/88 RE 145940

ORDER TO DOCKET SUIT FOR FORECLOSURE OF DEED OF TRUST

Marguerite W. Mankin, Clerk:

Please docket suit as above entitled for foreclosure of the Partial Purchase Money Deed of Trust from William A. Dorrell, Sara C. Dorrell, his wife, Steven Dorrell and Lisa A. Dorrell, his wife, to J. Thomas Rhodes, Jr., and W. Franklin Smith, Jr., Trustees, and the Queenstown Bank of Maryland, dated February 19, 1988, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 299, folio 667, Michael R. Foster and J. Donald Braden having been appointed Substitute Trustees by Deed of Removal and Appoinment of Successor Trustees recorded among the Land Records of Queen Anne's County on December 9, 1988; the undersigned being thereby authorized to exercise the power of sale, default having occurred in the terms thereof by reason

of the nonpayment when due of principal and interest of the note secured by said mortgage.

Please also docket the attached certified copy of the Partial Purchase Money Deed of Trust, Military Affidavit, and Statement of Indebtedness, and Bond.

Michael R. Foster

J. Donald Braden

J. Donald Braden
Assignees for Purposes of Foreclosure
Morgan Building
P.O. Box 367
Stevensville, Maryland 21666
(301) 643-2141
Plaintiffs

MICHAEL R. FOSTER and J. DONALD BRADEN SUCCESSOR TRUSTEES Morgan Building P.O. Box 367 Stevensville, Maryland 21666 Plaintiffs vs. WILLIAM A. DORRELL SARA C. DORRELL STEVEN DORRELL and LISA A. DORRELL Defendants	: : : : : : : : : : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND CIVIL ACTION NO. 88-01605

STATEMENT OF DEED OF TRUST DEBT

Balance due on principal of notes dated February 19, 1988 in the original principal amount of $653,000.00 and $6,816.66 by William A. Dorrell, Sara C. Dorrell, Steven Dorrell and Lisa A. Dorrell to the Queenstown Bank of Maryland ---------	$657,090.97
With earned interest through December 12, 1988 ---------- (per diem interest $189.03)	55,668.63
Late charges through December 12, 1988 ----------	325.97
TOTAL	$713,085.57

Michael R. Foster,
Successor Trustee

J. Donald Braden,
Successor Trustee

LIBER 20 PAGE 317

MICHAEL R. FOSTER and J. DONALD BRADEN SUCCESSOR TRUSTEES Morgan Building P.O. Box 367 Stevensville, Maryland 21666 Plaintiffs vs. WILLIAM A. DORRELL SARA C. DORRELL STEVEN DORRELL and LISA A. DORRELL Defendants	: : : : : : : : : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND CIVIL ACTION NO. 88-01605

MILITARY AFFIDAVIT

STATE OF MARYLAND, QUEEN ANNE'S COUNTY:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Michael R. Foster and J. Donald Braden, Attorneys for purpose of foreclosure, and made oath in due form of law that they know of the Defendants herein, and that to the best of their information, knowledge and belief

(1) said Defendants are not in the military service of the United States,

(2) said Defendants are not in the military service of any nation allied with the United States,

(3) said 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 a member of the Enlisted Reserve Corps who have been ordered to report for military service.

Subscribed and sworn to before me this 9th day of December, 1988.

Michael R. Foster
Attorney for Purposes of Foreclosure

Notary Public
My commission expires: 7/1/90

J. Donald Braden
Attorney for Purposes of Foreclosure
7/1/90

Notary Public
My Commission expires:

LIBER 20 PAGE 319

MICHAEL R. FOSTER and J. DONALD BRADEN SUCCESSOR TRUSTEES Morgan Building P.O. Box 367 Stevensville, Maryland, 21666	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND
Plaintiffs	:	
v.	:	
WILLIAM A. DORRELL SARA C. DORRELL STEVEN DORRELL and LISA A. DORRELL	:	
Defendants	:	CIVIL ACTION NO. 88-01605

REQUEST FOR REDUCTION OF BOND

Michael R. Foster and J. Donald Braden, Substitute Trustees in the above-captioned matter, respectfully request a reduction in the required Bond, and for reasons state:

1. That the Statement of Indebtedness indicated a total of Seven Hundred Thirteen Thousand Eighty-Five Dollars and Fifty-Seven Cents ($713,085.57) being due and payable to the Queenstown Bank of Maryland. That in addition to this First Deed of Trust there is also a second mortgage, secured by this and other parcels, to the Queenstown Bank of Maryland with a balance due in excess of Three Hundred Fifty Thousand Dollars ($350,000.00).

2. That it is believed that the current fair market value is less than the Statement of Indebtedness and that any sale pursuant to these proceedings will be at a price less

than $713,085.57.

3. The costs of the Bond will have to ultimately be borne by the Queenstown Bank of Maryland, which will increase any deficiency resulting from the sale.

4. Your Trustees and the Queenstown Bank of Maryland therefore request this Court pass an Order permitting the Trustees to post a Bond in the amount of Five Thousand Dollars ($5,000.00). In the event of sale to person(s) other than the Queenstown Bank of Maryland, Your Trustees agree to make prompt application to this Court to set an appropriate Bond amount.

Respectfully submitted,

Michael R. Foster
Substitute Trustee

J. Donald Braden
Substitute Trustee

QUEENSTOWN BANK OF MARYLAND

BY: _____

SO ORDERED this 9th day of December, 1988 by the Circuit Court for Queen Anne's County

Clayton C. Carla
Judge

RECEIVED
CLERK, CIRCUIT COURT
1988 DEC -9 PM 3:15
QUEEN ANNE'S COUNTY

B 803913

MICHAEL R. FOSTER and J. DONALD BRADEN SUCCESSOR TRUSTEES Morgan Building P.O. Box 367 Stevensville, Maryland 21666	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND
Plaintiffs	:	
vs.	:	CIVIL ACTION NO. 88-01605
WILLIAM A. DORRELL SARA C. DORRELL STEVEN DORRELL and LISA A. DORRELL	:	
Defendants	:	

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Michael R. Foster and J. Donald Braden, Successor Trustees, and the Selective Insurance Company of America, 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 to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bond 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 9th day of December, 1988.

WHEREAS, the above bounded principals, by virtue of the power contained in the Deed of Trust from William A. Dorrell, Sara C. Dorrell, his wife, Steven Dorrell and Lisa A. Dorrell, his wife, dated February 19, 1988, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 299, folio 667, by which the undersigned principals, being Successor Trustees of the aforegoing Deed of Trust, are authorized to exercise the power of the sale, and they are about to sell the land and premses in said Deed of Trust, default having been made in payment of the money as specified and in conditions and covenants therein contained.

THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH that if the above bounded Michael R. Foster and J. Donald Braden do and shall well, truly and faithfully perform the trusts

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

Surety approved and bond filed 12/19/88

reposed in them under the Deed of Trust aforesaid, and shall abide by and fulfill any order of decree which shall be made by any court in relation to the sale of said subject property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said principals have hereunto set their hands and seals 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

Laurie J. Dieburger — Michael R. Foster (SEAL)

Laurie J. Dieburger — J. Donald Braden (SEAL)

ATTEST:

SELECTIVE RISK INSURANCE COMPANY OF AMERICA

BY: (SEAL)
Attorney-in-Fact

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL NEW JERSEY 1926

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

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 5th day of January, 1989.

Marguerite W. Mankin

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

MICHAEL R. FOSTER and J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland 21666	:	IN THE CIRCUIT COURT FOR
Plaintiffs	:	QUEEN ANNE'S COUNTY
v.	:	MARYLAND
WILLIAM A. DORRELL SARA C. DORRELL STEVEN DORRELL and LISA A. DORRELL	:	
Defendants	:	CIVIL ACTION NO. 88-01605

AFFIDAVIT OF COMPLIANCE
WITH NOTICE REQUIREMENTS OF RULE W74a2(c)

I do hereby certify that notice of the time, place and terms of sale was mailed by United States registered mail, postage prepaid, to the last known address of:

(i) The mortgagors - William A. Dorrell, Sara C. Dorrell, Steven Dorrell and Lisa A. Dorrell.

(ii) The present owner of the property - same as (i) above.

(iii) The holders of a recorded subordinate mortgage or other recorded subordinate interest in the mortgaged property having recorded in the Land Records of Queen Anne's County a request for notice of sale -------- NONE OF RECORD.

As of the date of the first publication of notice of this foreclosure sale, a review of the Land Records of Queen Anne's County together with the Clerk's Docket for Requests of

Notice of Sale was conducted and revealed the information set forth in paragraph (i), (ii) and (iii) above.

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

Michael R. Foster

J. Donald Braden

J. Donald Braden

MICHAEL R. FOSTER and J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland 21666	:	IN THE CIRCUIT COURT FOR
Plaintiffs	:	QUEEN ANNE'S COUNTY
vs.	:	MARYLAND
WILLIAM A. DORRELL SARA C. DORREL STEVEN DORRELL and LISA A. DORRELL	:	
Defendants	:	CIVIL ACTION NO. 88-01605

Affidavit of Purchaser

I HEREBY CERTIFY, that I, ALBERT V STANT, President of the Queenstown Bank of Maryland, and purchaser at the foreclosure sale of this cause, being duly authorized to do so, did purchase all that lot, parcel or tract of land with improvements, described in the Advertisement of Sale in this cause, as agent for Queenstown Bank of Maryland; that no others are interested in said sale as principal or principals; and that I did not directly or indirectly discourage anyone from bidding on said property at the public auction held on the premises at Kent Narrows, Maryland on Friday, December 30, 1988, at 11:00 a.m., Eastern Time.

I, Albert V Stant, President of the Queenstown Bank of Maryland, solemnly affirm under the penalties of perjury and upon personal knowledge that the

1989 JAN 19 PM 12: 37
QUEEN ANNE'S COUNTY

contents of the foregoing paper are true.

MICHAEL R. FOSTER and J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland, 21666	:	IN THE CIRCUIT COURT FOR
Plaintiffs	:	QUEEN ANNE'S COUNTY
v.	:	MARYLAND
WILLIAM A. DORRELL SARA C. DORRELL STEVEN DORRELL and LISA A. DORRELL	:	
Defendants	:	CIVIL ACTION NO. 88-01605

AMENDED CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, that I did sell at public auction, on the premises at Kent Narrows, Maryland, on Friday, December 30, 1988, at 11:00 A.M., Eastern Time, the following property:

> 0.783 acres of land, more or less, situate lying and being at the Kent Narrows, in the Fifth Election District of Queen Anne's County, Maryland, being the same land granted and conveyed unto William A. Dorrell, et al, by Deed from Herman S. Thompson, dated February 19, 1988, and recorded in Liber M.W.M. No. 299, folio 663, 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, ways, waters, privileges, appurtenances and advantages to the same belonging or in any way appertaining.

The property was sold unto the highest bidder, Queenstown Bank of Maryland, at and for the sum of Six Hundred Thousand Dollars ($600,000.00).

This Amended Certificate of Auctioneer is being filed to correct an error in the earlier Certificate which erroneously purported the sale price to be $650,000.00.

Joseph A. Jackson, Jr.
Auctioneer

MICHAEL R. FOSTER and J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland, 21666	:	IN THE CIRCUIT COURT FOR
Plaintiffs	:	QUEEN ANNE'S COUNTY
v.	:	MARYLAND
WILLIAM A. DORRELL SARA C. DORRELL STEVEN DORRELL and LISA A. DORRELL	:	
Defendants	:	CIVIL ACTION NO. 88-01605

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Michael R. Foster and J. Donald Braden, Attorneys, Assignees of the Mortgage from William A. Dorrell, Sara C. Dorrell, Steven Dorrell and Lisa A. Dorrell, to the Queenstown Bank of Maryland, dated February 19, 1988, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 299, folio 667, and assigned to Michael R. Foster and J. Donald Braden, Attorneys, for purposes of forclosure on December 9, 1988, said assignment being duly recorded among the Land Records of Queen Anne's County on December 9, 1988, at M.W.M. Liber No. 318, folio 66; the undersigned attorneys being thereby authorized to exercise the power of sale, after any default in the terms of said mortgage, respectfully shows:

That default having occurred in the terms thereof by

reason of the nonpayment when due of the principal and interest of the note secured by said mortgage, the said Michael R. Foster and J. Donald Braden filed in this Honorable Court their Order to Docket Suit to foreclose said mortgage, accompanied by the said mortgage, their sworn statement as to the mortgage indebtedness and their bond given to the State of Maryland, executed by themselves and the Selected Risks Insurance Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety on the full and just sum of Five Thousand Dollars ($5,000.00) containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Queen Anne's County Record Observer, a newspaper published in said County at least once each week for three (3) successive weeks, the first such publication being not less than fifteen (15) days prior to sale, the last such publication being not more than one (1) week prior to sale, and after having sent, not earlier than (20) days and not later than five (5) days before the date of sale, by registered mail to the mortgagors, at their last known address, notice of the time, place and terms of sale, the said Michael R. Foster did attend, on the premises at Kent Narrows,

Fifth Election District, Queen Anne's County, Maryland at the hour of 11:00 a.m., Eastern Time, on Friday, December 30, 1988, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, did sell all that lot, parcel or tract of and land, together with the improvements thereon situate, lying and being in the Fifth Election District of Queen Anne's County, State of Maryland, and more particularly described in the above-mentioned mortgage, and Advertisement of Sale unto the Queenstown Bank of Maryland, it being then and there the highest bidder therefore, at and for the sum of Six Hundred Thousand Dollars ($600,000.00).

The purchaser is the mortgagor and the undersigned is satisfied that the purchaser will make full settlement of the purchase price in accordance with the Advertisement of Sale.

This report states the amount of sale to be Six Hundred Thousand Dollars ($600,000.00).

Respectfully submitted,

Michael R. Foster

J. Donald Braden

J. Donald Braden

MICHAEL R. FOSTER and J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland, 21666	:	IN THE CIRCUIT COURT FOR
Plaintiffs	:	QUEEN ANNE'S COUNTY
v.	:	MARYLAND
WILLIAM A. DORRELL SARA C. DORRELL STEVEN DORRELL and LISA A. DORRELL	:	
Defendants	:	CIVIL ACTION NO. 88-01605

AFFIDAVIT ON REPORT OF SALE

WE HEREBY CERTIFY, that we, Michael R. Foster and J. Donald Braden, Attorneys, Assignees of the Mortgage in the aforementioned proceeding, do solemnly affirm under penalties of perjury that the contents of the foregoing Report of Sale are true to the best of our knowledge, information and belief; that the sale was fairly made, and that there has been no change in the matters and facts set forth in the Affidavit as to the military service filed in this cause on December 9, 1988, and that the status of the parties mentioned in said Affidavit is the same as it was on the date of the filing of said Affidavit.

RECEIVED
CLERK, CIRCUIT COURT
1989 APR -7 PM 2:01
QUEEN ANNE'S COUNTY

Michael R. Foster

J. Donald Braden

J. Donald Braden

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MICHAEL R. FOSTER and
J. DONALD BRADEN

vs.

WILLIAM A. DORRELL
SARA C. DORRELL
STEVEN DORRELL and
LISA A. DORRELL

Civil No. 88-01605

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 7th day of April, 1989 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: April 7, 1989

LIBER 20 PAGE 334

Centreville, Md. Dec 28 19 88

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 30th day of Dec 19 88. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 14th day of Dec 19 88, and the last insertion on the 28th day of Dec 19 88.

Publishers, Record Observer

Per Diane Scrame

CLERK, CIRCUIT COURT

1989 AUG 23 PM 1:04

QUEEN ANNE'S COUNTY

Substitute Trustees Sale

OF

VALUABLE KENT NARROWS WATERFRONT FEE SIMPLE REAL ESTATE

Under end by virtue of the power of sale contained in a Deed of Trust from William A. Dorrell, Sara C. Dorrell, Steven Dorrell and Lisa A. Dorrell to the Queenstown Bank of Maryland, dated February 19, 1988, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 299, folio 667; the undersigned being thereby authorized to exercise the power of sale by virtue of a Deed of Removal and Appointment, default having occurred in the terms thereof by reason of the non payment when due of principal and interest on the Note secured by said Deed of Trust; the undersigned will offer at public auction on the subject property at the hour of 11:00 a.m., on:

Fri., Dec. 30, 1988

the following described real estate, to wit:

ALL that lot or tract of land situate, lying and being at the Kent Narrows, in the Fifth Election District of Queen Anne's County, Maryland, and being more particularly described as follows:

BEGINNING FOR THE SAME at an iron hub found at the intersection of the division line between the lands of Jean Stelmach (see C.W.C. 3/436) and the herein described Herman S. Thompson Lands (see N.B.W. 2/581 and Plat Book T.S.P. 1/95) and the lands of the County Commissioners of Queen Anne's County (see B.H.T. 11/516) as shown on a plat recorded in Liber M.W.M. No. 299, folio 666 of the Land Records of Queen Anne's County. Thence, leaving said beginning point so fixed and the aforesaid Stelmach Lands and binding on the division line between the aforesaid County Lands and the herein described lands the following two (2) courses and distances: South 89 degrees 02 minutes 00 seconds West 28.00 feet to an iron rod set and South 22 degrees 50 minutes 00 seconds West 35.00 feet to an iron rod set. Thence, leaving the aforesaid County Lands and binding on the division line between the lands of Jean Stelmech (see C.W.C. 3/436) and the herein described lands as indicated on the aforesaid plat recorded among the plat record books of Queen Anne's County, Maryland in Liber T.S.P. 1/95, North 88 degrees 50 minutes 00 seconds West 118.00 feet to a point on a bulkhead. Thence, leaving the aforesaid Stelmach Lands and binding on the aforesaid bulkhead along Kent Narrows North 01 degrees 24 minutes 14 seconds East 131.74 feet to a point. Thence, leaving the aforesaid bulkhead and binding on the division line between the lands of James H. Thomas (C.W.C. 88/695) and the herein described lands the following three (3) courses and distances: South 81 degrees 00 minutes 30 seconds East 41.70 feet to an iron rod set, North 13 degrees 53 minutes 30 seconds East 74.76 feet to an iron rod set and South 79 degrees 24 minutes 20 seconds East 195.65 feet to an iron rod set. Thence, leaving the aforesaid Thomas Lands and binding on the division line between the aforementioned Jean Stelmach Lands (see C.W.C. 3/436) and the herein described lands the following three courses and distances: South 11 degrees 30 minutes 12 seconds West 88.65 feet to an iron rod set, North 86 degrees 19 minutes 08 seconds West 73.51 feet to an iron rod set and South 04 degrees 44 minutes 00 seconds West 49.50 feet to the place of beginning. Containing in all 0.783 acres of land, more or less, as surveyed by McCrone, Incorporated, Registered Professional Engineers and Land Surveyors in January of 1988, a copy of said survey being recorded in Liber M.W.M. No. 299, folio 666 of the Land Records of Queen Anne's County.

BEING the same land granted and conveyed unto William A. Dorrell, et. al., by deed from Herman S. Thompson, dated February 19, 1988, and recorded in Liber M.W.M. No. 299, folio 663 of the Land Records of Queen Anne's County.

SUBJECT TO the existing easements, rights-of-way and agreements for roadways, electric transmission lines and telephone lines and the service and maintenance thereof.

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

IMPROVEMENTS: The property is improved by an existing seafood packing house fronting on the waters of Kent Narrows together with an existing pier

TERMS OF SALE: The purchaser shall be required to pay Fifty Thousand Dollers ($50,000.00) of the purchase price in cash or by certified check on the day of sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court for Queen Anne's County, and to bear interest at the rate of ten and one-half perceht (10.5%) from the day of sale fo day of settlement, or all cash on the day of sale, as the purchaser(s) may elect. Full possession will be given to the purchaser(s) upon ratification of the sale and payment of the purchase price. Taxes, sewer charges and all other assessments and charges will be adjusted to the date of the sale. All transfer expenses, including Deed, title papers, documentary stamps, transfer tax and notary fees to be paid by the purchaser(s).

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

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

All improvements are sold in an "as is" condition and subject to such matters as an inspection of the premises and the Land Records of Queen Anne's County, Maryland, and a modern survey would disclose.

MICHAEL R. FOSTER & J. DONALD BRADEN
Assignees for the Purpose of Foreclosure
Morgan Building
Shopping Center Road
P.O. Box 367
Stevensville, Maryland 21666
Telephone: (301) 643 2141

For further information contact the above.

Joseph A. Jackson, Jr.
Auctioneer

HO 12 11.31 014

URF 20 AM 3'76

Centreville, Md. 5/3 19 89

We Hereby Certify

That the annexed advertisement of

Ratification

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 7th day of May 19 89. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 19th day of April 19 89, and the last insertion on the 3rd day of May 19 89.

Publishers, Record Observer

Per Dorothy M. Monroe

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
MICHAEL R. FOSTER and
J. DONALD BRADEN
vs.
WILLIAM A. DORRELL
SARA C. DORRELL
STEVEN DORRELL and
LISA A. DORRELL
Civil No. 88-01605

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 7th day of April, 1989 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: April 7, 1989
RO-4-19-3t-047

FILED
CLERK, CIRCUIT COURT
1989 AUG 23 PM 1:04
QUEEN ANNE'S COUNTY

MICHAEL R. FOSTER and J. DONALD BRADEN	:	IN THE
	:	CIRCUIT COURT
Plaintiffs	:	FOR
WILLIAM A. DORRELL, SARA C. DORRELL, STEVEN DORRELL and LISA A. DORRELL	:	QUEEN ANNE'S COUNTY
	:	MARYLAND
Defendants	:	CIVIL NO. 88-01605

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 August, 1989, 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

1989 AUG 23 PM 1:21
QUEEN ANNE'S COUNTY

MICHAEL R. FOSTER J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland 21666	:	IN THE
PLAINTIFF	:	CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND
vs.		
LAWSON ODALE HILL Route 3, Neighbors Road Centreville, Maryland, 21617	:	CIVIL ACTION NO. 88-01446
DEFENDANT	:	

CIVIL 1446H
CIV FEES 80.00
SUBTOTAL 93.50
CHECK/MO 93.50
#095000 C002 R00 T11:24
07/22/88

ORDER TO DOCKET SUIT FOR FORECLOSURE OF MORTGAGE

Marguerite W. Mankin, Clerk:

Please docket suit as above entitled for foreclosure of the Money Mortgage from Lawson Odale Hill to the Queenstown Bank of Maryland, dated April 22, 1987, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 276, folio 712 and assigned to Michael R. Foster and J. Donald Braden, Attorneys, for purposes of foreclosure on July 12, 1988, said Assignment being duly recorded among the Land Records of Queen Anne's County contemporaneously herewith; the undersigned being thereby authorized to exercise the power of sale, default having

CLERK CIRCUIT COURT
1988 JUL 22 AM 11:24
QUEEN ANNE'S COUNTY

occurred in the terms thereof by reason of the nonpayment when due of principal and interest of the note secured by said mortgage.

Please also docket the attached certified copy of the Money Mortgage and Assignment, Military Affidavit, and Statement of Indebtedness, and Bond.

Michael R. Foster

Michael R. Foster

J. Donald Braden

J. Donald Braden

Assignee for Purposes of Foreclosure
Morgan Building
P.O. Box 367
Stevensville, Maryland 21666
(301) 643-2141
Plaintiff

LIBER 20 PAGE 340

MICHAEL R. FOSTER
J. DONALD BRADEN
Morgan Building
P.O. Box 367
Stevensville, Maryland 21666

PLAINTIFF

vs.

LAWSON ODALE HILL
Route 3, Neighbors Road
Centreville, Maryland, 21617

DEFENDANT

IN THE

CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

MARYLAND

CIVIL ACTION NO. 88-01446

MILITARY AFFIDAVIT

STATE OF MARYLAND, QUEEN ANNE'S COUNTY:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Michael R. Foster and J. Donald Braden, Attorneys for purposes of foreclosure, and made oath in due form of law that they know of the Defendant herein, and that to the best of their information, knowledge and belief

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

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

(3) said Defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940, as amended,

(4) said Defendant is not a member of the Enlisted Reserve Corps who have been ordered to report for military service.

Subscribed and sworn to before me this 21 day of July, 1988.

Michael R. Foster
Attorney for Purposes of Foreclosure

J. Donald Braden
Attorney for Purposes of Foreclosure

Notary Public

My Commission Expires: 07/01/90

MICHAEL R. FOSTER J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland 21666	:	IN THE
PLAINTIFF	:	CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND
vs.		
LAWSON ODALE HILL Route 3, Neighbors Road Centreville, Maryland, 21617	:	CIVIL ACTION NO. 88-01446
DEFENDANT	:	

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated April 22, 1987, in the original principal amount of $50,000.00 by Lawson Odale Hill to the Queenstown Bank of Maryland	$50,639.35
With earned interest through July 11, 1988 (Per diem interest $14.52768)	1,353.95
Late charges through July 11, 1988	349.30
Total	$52,342.60

Michael R. Foster

Michael R. Foster

RECEIVED
CLERK, CIRCUIT COURT
1988 JUL 22 AM 11:25
QUEEN ANNE'S COUNTY

J. Donald Braden
Assignee for Purposes of
Foreclosure
P.O. Box 367
Stevensville, Maryland 21666
(301) 643-2141

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

I HEREBY CERTIFY, that on this 1 day of July, 1988, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Michael R. Foster and J. Donald Braden, Assignee for purposes of foreclosure, Plaintiff, and made oath in due form of law that the aforegoing statement of mortgage indebtedness by Lawson Odale Hill, under the above described mortgage note is true and correct.

WITNESS my hand and Notarial Seal.

Notary Public
My commission expires: 7/1/90

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Michael R. Foster, J. Donald Braden and the Selective Insurance Co. of America, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifty Thousand Dollars ($50,000.00) current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bond 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 21st day of July, 1988.

WHEREAS, the above bounded principals, by virtue of the power contained in the mortgage from Lawson Odale Hill to the Queenstown Bank of Maryland, dated April 22, 1987, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 276, folio 712, by which the undersigned principals, being assignee of the aforegoing mortgage, are authorized to exercise the power of sale, and they are about to sell the land and premises in said mortgage, default having been made in payment of the money as specified and in conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded Michael R. Foster and J. Donald Braden do and shall well, truly and faithfully perform the trusts reposed in them under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any court in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said principals have hereunto set their hands and seals and the said surety has caused this instrument of writing to

Surety approved:

CLERK CIRCUIT COURT

1988 JUL 22 AM 11:25

QUEEN ANNE'S COUNTY

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

be executed, on the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Colleen Santiti — Michael R. Foster (SEAL)
Michael R. Foster

Colleen Santiti — J. Donald Braden (SEAL)
J. Donald Braden

ATTEST:

SELECTIVE INSURANCE COMPANY OF AMERICA

Donna F. Lizzo — BY: Judith W. Brandt (SEAL)
Attorney-in-Fact

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM 4, folio 253, 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 August 1988.

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

LIBER 20 PAGE 316

DOCUMENT NO. 132,208 LISB 276 712

THIS MORTGAGE, made this 22 day of April, 1987, by and between Lawson Odale Hill, party of the first part, hereinafter referred to as MORTGAGOR, and The Queenstown Bank of Maryland, a body corporate of the State, party of the second part, hereinafter referred to as MORTGAGEE.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith in the principal sum of ---------- Dollars ($ ----------) payable, with interest thereon from the date hereof at the rate of ---------- (- - - - %) per centum per annum on the unpaid principal until paid, at the designated office of the holder, in the manner following:

WHEREAS, the said Mortgagor is justly indebted unto said Mortgagee in the full sum of $50,000.00, (being money loaned and advanced by said Mortgagee to said Mortgagor) for which said sum and interest thereon the said Mortgagor has passed to said Mortgagee his promissory note bearing even date herewith, for said sum of $50,000.00, payable in accordance with the terms of the aforesaid promissory note at the Banking House of Queenstown Bank of Maryalnd, aforesaid, in Queenstown, Maryland.

The Mortgagor shall have the privilege of paying any additional installments, or the entire indebtedness, at any time, without penalty.

MTG DT	ON
RECD FEE	12.00
POSTAGE	.50
RECD TAX	85.80

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

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

ALL that lot or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, and more particularly described by metes and bounds, courses and distances, according to a Plant and Certificate of Survey thereof, made by C. Roland Sharretts, Reg. #962, dated September 11, 1974, recently known as "The Residence Property of William Locerkman", formerly part of the tract of land or farm known as "Welsh Pool" and "Hog Harbor", which Plat is recorded among the Land Records of Queen Anne's County in Liber CWC No. 88, folio 125 as part of a deed, as follows, to wit: BEGINNING for the same at a metal pipe placed at the Northwest corner of the parcel, said pipe being twenty five (25) feet South of of the centerline of the Neighbors Road, a fifty (50) foot County Road, at the intersection of the Handy lands, and the tract hereinafter described; thence along the South right-of-way line of the Neighbors Road, the two (2) following courses and distances: 1. N 50° 00' E, 305.00 feet to a metal pipe; thence by a circular arc which radius is 711.69 fect and degrees of curve 3.05°, subtended by a chord which bearing and lenght is; 2. N 41° 08' E, 219.4 feet to a metal pipe at the intersection of the South right-of-way line of the Neighbors Road, the lands of Vachel Downes, and the lands herein described; thence leaving the Neighbors Road; 3. S 55° 15' E, 219.00 feet to a nail in a large sweet gum tree, said nail being one (1) foot, more or less, West of the intersection of lines 3 and 4, still along the Vachel Downes lands; 4. S 46° 48' 30" W, 583.94 feet to a metal pipe placed at the intersection of the Downes lands, the Handy lands and the lands herein described; thence along the Handy lands, 5. N 39° 00' W, 210.00 feet to the beginning; CONTAINING 2.54 Acres, more or less.

BEING the same land granted and conveyed unto the Mortgagor herein by deed from Lawson Odale Hill and Barbara E. Hill, dated even date herewith and recorded or intended to be recorded among the Land Records of Queen Anne's County, immediately prior hereto.

1. Unpaid principal balance of Deed of Trust recorded in Liber MWM No. 233, folio 442 is $30,859.94.
2. The property described herein is the principal residence of the herein borrower.
3. The Mortgagor herein is the original mortgagor.

LIBER 20 PAGE 347

LIBER 276 PAGE 713

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

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

AND the Mortgagor covenants with the Mortgagee as follows: (1) To repay the indebtedness, together with interest, secured by this mortgage, when due, (2) to keep the improvements on the premises insured against loss or damage by fire and such other hazards as may be required by the Mortgagee, to the amount of at least the insurable value thereof, in an insurance company or companies selected by the Mortgagee, and to have all said policies so framed or endorsed that the proceeds arising from said policies, in case of loss or damage, shall be payable to the Mortgagee only, and may, at his option, be applied to the extinguishment of the indebtedness and sums secured by this mortgage, whether then due or not, or used for the reconstruction of the improvements on the mortgaged property, and to deliver all said policies to the Mortgagee to be kept by him, (3) to pay all taxes, water and sewer charges, insurance premiums, public dues and assessments, for which the Mortgagor and/or the property hereby mortgaged may become liable, when payable; in the event the Mortgagor fails to make the said payments, the Mortgagee is hereby authorized to pay the same, and the amount so paid shall then be added to the principal indebtedness secured by this mortgage and bear interest at the rate of * per centum per annum from the date of said payment, and the Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor to keep the improvements on said property in good condition and repair, the Mortgagee may demand the immediate repair thereof or an increase in the amount of security or the immediate repayment of the indebtedness hereby secured, and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee may, without notice, institute proceedings to foreclose this mortgage and apply for the appointment of a receiver as herein provided, (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, issues and profits of said premises and account therefor as the Court may direct, (6) that in case of default in the payment of said debt, or interest, or any part of either, when due, or in any covenant of this Mortgage, or should title to the hereby mortgaged property be acquired by any persons or corporations, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the Mortgagee's written consent, then the whole debt intended to be secured and all moneys owing hereunder or secured hereby shall, at the option of the Mortgagee, be due and demandable, and the Mortgagee, or ROBERT R PRICE, JR. his hereby duly constituted attorney for the purpose, are hereby authorized to sell said premises after giving not less than fifteen days notice of the time, place, manner and terms of sale in some newspaper published in the County where the mortgaged property or some portion thereof is located, and such other notice as the party selling may deem expedient, for cash; or for cash and credit, and to apply the proceeds of sale as follows, to wit: first, to the payment of all expenses incident to such sale, including a counsel fee of $350.00 for conducting the proceedings if without contest, but if legal services be rendered to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper, and also to the payment of a commission to the party making sale equal to the commission allowed trustees making sales of property under a decree of a Court of equity in the County where the sale is reported; second, to the payment of all claims of the Mortgagee, whether the same shall have matured or not; and third, the balance, if any, to the Mortgagor or to whomsoever shall be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid when suit has been docketed in the proper Court for the purpose of foreclosure under the power of sale granted herein; (7) that in the event of sale of the mortgaged property under the power of sale granted herein, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as part hereof, (8) that the Mortgagor will warrant specially the property hereby conveyed and will execute such further assurances as may be requisite. *in accordance with a promissory note of even date herewith.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the Mortgagor:

WITNESS:

Nancy J Coelin — Lawson Odale Hill (SEAL)
Lawson Odale Hill

..... (SEAL)

..... (SEAL)

..... (SEAL)

STATE OF MARYLAND
COUNTY OF QUEEN ANNE'S

On this the 22 day of April, 19 87, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Lawson Odale Hill, known to me to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained; and at the same time appeared Robert R. Price, III and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, *(and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.)* *

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

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

Nancy J Coelin
Notary Public

My Comm. Exp. 7/1/90

LIBER 20 FOLIO 347A

DOCUMENT NO. 147137 LIBER 309 FOLIO 188

No. 147137
Re. ~~CLERK, CIRCUIT COURT~~ RECEIVED FOR RECORD

1988 JUL 22 AM 11:24
QUEEN ANNE'S COUNTY

Assignment

OF MORTGAGE FROM Lawson Odale Hill

TO The Queenstown Bank Of Maryland

AS RECORDED IN

LIBER MMM NO. 276 FOLIO 712

ASSIGN	OH
RECD FEE	13.00
	.50
SUBTOTAL	13.50

MAIL TO Filed in case CV-01446 -Clerk of Circuit Court For Queen Anne's Co.

ASSIGNMENT

The undersigned, Queenstown Bank of Maryland, does hereby assign the aforegoing Mortgage, together with the debt secured thereby, unto Michael R. Foster and J. Donald Braden for purposes of foreclosure this 12th day of July, 1988.

CLERK	13.50
RECORD	55.00
TOTAL	68.50

QUEENSTOWN BANK OF MARYLAND

BY: _____ (SEAL)

QUEENSTOWN BANK OF MARYLAND INCORPORATED 1899

LIBER 20 FOLIO 84713

MICHAEL R. FOSTER and J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland 21666	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	QUEEN ANNE'S COUNTY
vs.	:	MARYLAND
LAWSON ODALE HILL Route 3, Neighbors Road Centreville, Maryland, 21617	:	
Defendant	:	CIVIL ACTION NO. 1416

AFFIDAVIT OF COMPLIANCE
WITH NOTICE REQUIREMENTS OF RULE W74a2(c)

We do hereby certify that notice of the time, place and terms of sale was mailed by United States certified mail, postage prepaid, to the last known address of:

(i) The Mortgagor - Lawson Odale Hill

(ii) The present owner of the property - same as (i) above.

(iii) The holders of a recorded subordinate mortgage or other recorded subordinate interest in the mortgaged property having recorded in the Land Records of Queen Anne's County a request for notice of sale ------- Notice was sent to Barbara E. Hill, c/o Stephen Holfeld, her attorney, the holder of a subordinate mortgage, who did not file a request for notice of sale.

As of the date of the first publication of notice of

this foreclosure sale, a review of the Land Records of Queen Anne's County together with the Clerk's Docket for Requests of Notice of Sale was conducted and revealed the information set forth in paragraphs (i), (ii) and (iii) above.

We solemnly affirm under the penalties of perjury that the contents of the foregoing affidavit are true to the best of our knowledge, information and belief.

Michael R. Foster

Michael R. Foster

J. Donald Braden

J. Donald Braden
Assignees for the Purpose
of Foreclosure
Foster & Braden
P.O. Box 367
Stevensville, Md., 21666
(301) 643-2141

MICHAEL R. FOSTER and J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland 21666	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	QUEEN ANNE'S COUNTY
vs.	:	MARYLAND
LAWSON ODALE HILL Route 3,, Neighbors Road Centreville, Maryland, 21617	:	
Defendant	:	CIVIL ACTION NO. 01446

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Michael R. Foster and J. Donald Braden, Attorneys, Assignee of the Mortgage from Lawson Odale Hill to the Queenstown Bank of Maryland, dated April 22, 1987, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 276, folio 712, and assigned to Michael R. Foster and J. Donald Braden, Attorneys, for purposes of forclosure on July 12, 1988, said assignment being duly recorded among the Land Records of Queen Anne's County on July 22, 1988; the undersigned attorneys being thereby authorized to exercise the power of sale, after any default in the terms of said Mortgage, respectfully shows:

That default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the Note secured by said Mortgage, the said Michael R. Foster and J. Donald Braden filed in this Honorable Court their Order to Docket Suit to foreclose said Mortgage, accompanied by the said Mortgage, their sworn statement as to the mortgage indebtedness, and their bond given to the State of Maryland, executed by themselves and the Selected Risks Insurance Company, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety on the full and just sum of Fifty-Three Thousand Dollars ($53,000.00), containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Queen Anne's County Record Observer, a newspaper published in said County at least once each week for three (3) successive weeks, the first such publication being not less than fifteen (15) days prior to sale, the last such publication being not more than one (1) week prior to sale, and after having sent, not earlier than (20) days and not

later than five (5) days before the date of sale, by certified mail to the Mortgagor, at his last known address, notice of the time, place and terms of sale, the said Michael R. Foster and J. Donald Braden did attend, at the Circuit Court for Queen Anne's County, Centreville, Maryland, at the hour of 9:00 A.M., Eastern Time, on Tuesday, November 8, 1988, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, did sell all that lot, parcel or tract of land, together with the improvements thereon situate, lying and being in the Sixth Election District of Queen Anne's County, State of Maryland, and more particularly described in the above-mentioned Mortgage, and Advertisement of Sale, unto Queenstown Bank of Md., it being then and there the highest bidder therefore, at and for the sum of Thirty-Five Thousand Dollars ($ 35,000.00).

The undersigned is satisfied that the purchaser will make full settlement of the purchase price in accordance with the Advertisement of Sale.

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

This report states the amount of sale to be

Thirty-Five Thousand Dollars ($ 35,000.00).

Respectfully submitted,

Michael R. Foster

Michael R. Foster

J. Donald Braden

J. Donald Braden
Assignees for the Purpose
of Foreclosure
Foster & Braden
P.O. Box 367
Stevensville, Maryland, 21666

MICHAEL R. FOSTER and J. DONALD BRADEN P.O. Box 367 Stevensville, Maryland 21666 Plaintiff vs. LAWSON ODALE HILL Route 3, Neighbors Road Centreville, Maryland, 21617 Defendant	: : : : : : : : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND CIVIL ACTION NO. 01446

AFFIDAVIT OF PURCHASER

I HEREBY CERTIFY, that I, Albert V. Stant, President Queenstown Bank of Md., and purchaser at the foreclosure sale of this cause, being duly authorized to do so, did purchase all that lot, parcel or tract of land with improvements, described in the Advertisement of Sale in this cause, that no others are interested in said sale, as principal or principals; and that I did not directly or indirectly discourage anyone from bidding on said property at the public auction held at the Circuit Court for Queen Anne's County, Centreville, Maryland, on Tuesday, Noveber 8, 1988, at 9:00 A.M., Eastern Time.

I, Albert V. Stant, President Queenstown Bank of Maryland, solemnly affirm, under the penalties of perjury, and upon personal knowledge, that the contents of the foregoing paper are true.

ALBERT V. STANT
President
Queenstown Bank of Maryland

MICHAEL R. FOSTER and J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland 21666 Plaintiff vs. LAWSON ODALE HILL Route 3, Neighbors Road Centreville, Maryland, 21617 Defendant	: : : : :	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND CIVIL ACTION NO. 01446

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, that I did sell at public auction, at the Circuit Court for Queen Anne's County, at Centreville, Maryland, on Tuesday, November 8, 1988 at 9:00 A.M., Eastern Time, the following property:

Lawson Odale Hill property, located on Neighbors Road, Sixth Election District, Queen Anne's County, Maryland.

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

The property was sold unto the highest bidder, Queenstown Bank of Maryland, at and for the sum of $ 35,000.00.

CLERK OF CIRCUIT COURT
1988 NOV 10 AM 11:00
QUEEN ANNE'S COUNTY

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

MICHAEL R. FOSTER and J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland 21666	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	QUEEN ANNE'S COUNTY
vs.	:	MARYLAND
LAWSON ODALE HILL Route 3, Neighbors Road Centreville, Maryland, 21617	:	
Defendant	:	CIVIL ACTION NO. 01446

AFFIDAVIT OF COMPLIANCE
WITH NOTICE REQUIREMENTS OF RULE W74a?(c)

We do hereby certify that notice of the time, place and terms of sale was mailed by United States certified mail, postage prepaid, to the last known address of:

(i) The Mortgagor - Lawson Odale Hill

(ii) The present owner of the property - same as (i) above.

(iii) The holders of a recorded subordinate mortgage or other recorded subordinate interest in the mortgaged property having recorded in the Land Records of Queen Anne's County a request for notice of sale -------- Notice was sent to Barbara E. Hill, c/o Stephen Holfeld, her attorney, the holder of a subordinate mortgage, who did not file a request for notice of sale.

As of the date of the first publication of notice of this foreclosure sale, a review of the Land Records of Queen Anne's County together with the Clerk's Docket for Requests of Notice of Sale was conducted and revealed the information set forth in paragraphs (i), (ii) and (iii) above.

We solemnly affirm under the penalties of perjury that the contents of the foregoing affidavit are true to the best of our knowledge, information and belief.

Michael R. Foster

Michael R. Foster

J. Donald Braden

J. Donald Braden
Assignees for the Purpose
of Foreclosure
Foster & Braden
P.O. Box 367
Stevensville, Md., 21666
(301) 643-2141

Book 1 Page 358 Was Missing

MICHAEL R. FOSTER and J. DONALD BRADEN	:	IN THE
Plaintiffs	:	CIRCUIT COURT
v.	:	FOR
LAWSON ODALE HILL	:	QUEEN ANNE'S COUNTY
Defendant	:	CIVIL NO. 88-01446

MOTION TO REDUCE BOND

MICHAEL R. FOSTER and J. DONALD BRADEN, Plaintiffs, respectfully represent unto this Honorable Court as follows:

1. Plaintiffs, Assignees for Queenstown Bank, posted bond in this matter, through Selected Risks Insurance Company, in the amount of Fifty-Three Thousand Dollars.

2. On or about November 8, 1988, Assignees, by virtue of an Assignment from the Queenstown Bank, sold the Defendant's property located on Neighbors Road, Sixth Election District, Queen Anne's County, Maryland, to the highest bidder therefor, Queenstown Bank of Maryland, for the sum of Thirty-Five Thousand Dollars ($35,000.00).

3. Plaintiffs have filed with the Court Certificate of Auctioneer, Affidavit of Purchaser and Report of Sale. Final Ratification is to be made, cause to the contrary not shown, one month from November 10, 1988.

WHEREFORE, Plaintiffs pray this Court pass an Order reducing the bond in this cause to Thirty-Five Thousand

Dollars ($35,000.00).

Respectfully submitted,

Michael R. Foster

Michael R. Foster

J. Donald Braden

J. Donald Braden

Foster & Braden
Morgan Building
P.O. Box 367
Stevensville, Maryland, 21666
(301) 643-2141

MICHAEL R. FOSTER and J. DONALD BRADEN	:	IN THE
	:	CIRCUIT COURT
Plaintiffs	:	FOR
v.	:	QUEEN ANNE'S COUNTY
LAWSON ODALE HILL	:	
Defendant		CIVIL NO. 88-01446

ORDER

Upon consideration of the Motion to Reduce Bond, filed herein by Plaintiffs, and the record, it is, this 28th day of November, 1988, by the Circuit Court for Queen Anne's County,

ORDERED, that the bond required to be posted in this cause be, and the same is hereby, reduced to Thirty-Five Thousand Dollars ($35,000.00).

Clayton C. Carter
JUDGE

LIBER 20 PAGE 362

Centreville, Md. Nov 30 19 88.

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 10 day of Dec 1988. And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 16 day of Nov 1988, and the last insertion on the 30 day of Nov 1988.

Publishers, Record Observer

Per Diane Scearce

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
MICHAEL R. FOSTER
and J. DONALD BRADEN
vs.
LAWSON ODALE HILL
Civil No. 88-01446

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is herby given this 10th day of November, 1988 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 hereof.

Merguerite W. Menkin, Clerk
True Copy, Test:
Marguerite W. Mankin, Clerk
By: Anne F. Ward, Deputy Clerk

Filed: November 10, 1988
RO-11-16-31-025

RECEIVED
CLERK, CIRCUIT COURT
1988 NOV 30 PM 4: 08
QUEEN ANNE'S COUNTY

LIBER 20

Centreville, Md. 8/17 1988

We Hereby Certify

That the annexed advertisement of

Assignees' Sale

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 23rd day of Aug 1988.

And that the first insertion of said advertisement in the said RECORD OBSERVER/~~Star Times~~ was on the 3rd day of Aug 1988, and the last insertion on the 17th day of Aug 1988.

Publishers, Record Observer

Per Dorothy G. Morse

1988 DEC 13 PM 3 42

QUEEN ANNE'S COUNTY

Assignees' Sale

OF

VALUABLE FEE SIMPLE REAL ESTATE
IMPROVED PROPERTY ON NEIGHBORS ROAD
NEAR STARR, SIXTH ELECTION DISTRICT
QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a Mortgage from Lawson Odale Hill to the Queenstown Bank of Maryland, dated April 22, 1987, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber M.W.M. 276, folio 712, the said Mortgage having been assigned unto Michael R. Foster and J. Donald Braden, Assignees, for the purpose of foreclosure; the undersigned being thereby authorized to exercise the power of sale, default having occurred in the terms thereof by reason of the non-payment when due of principal and interest of the Note secured by said Mortgage; the undersigned will offer at public auction in front of the Queen Anne's County Court House, Centreville, Maryland, at the hour of 9:00 A.M., Eastern Time, on:

Tuesday, August 23, 1988

the following-described real estate (designated on Tax Map 61 as Parcel 28), to wit:

ALL that lot or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, and more particularly described by metes and bounds, courses and distances, according to a Plat and Certificate of Survey thereof, made by C. Roland Sherretts, Reg. #962, dated September 11, 1974, recently known as "The Residence Property of William Lockerman", formerly part of the tract of land or farm known as "Welsh Pool" and "Hog Harbor", which Plat is recorded among the Land Records with a Deed in Liber C.W.C. No. 88, folio 125, as follows, to wit: BEGINNING for the same at a metal pipe placed at the northwest corner of the parcel, said pipe being twenty-five (25) feet South of the center line of the Neighbors Road a fifty (50) foot County Road, at the intersection of the Handy lands, and the tract hereinafter described; thence along the South right-of-way line of the Neighbors Road, the two (2) following courses and distances: 1. N 50 degrees 00 minutes E, 305.00 feet to a metal pipe; thence by circular arc which radius is 711.69 feet and degree of curve 3.05 degrees, subtended by a chord which bearing and length is; 2. N 41 degrees 03 minutes E, 219.4 feet to a metal pipe at the intersection of the South right-of-way line of the Neighbors Road, the land of Vachel Downes, and the lands herein described; thence leaving the Neighbors Road; 3. S 55 degrees 15 minutes E, 219.00 feet to a nail in a large sweet gum tree, said nail being one (1) foot, more or less, West of the intersection of lines 3 and 4, still along the Vachel Downes lands; 4. S 46 degrees 49 minutes 30 seconds W, 583.94 feet to a metal pipe placed at the intersection of the Downes lands, the Handy lands and the lands herein described; thence along the Handy lands; 5. N 39 degrees 00 minutes W, 210 feet to the beginning; CONTAINING 2.54 Acres, more or less.

BEING the same land granted and conveyed unto Lawson Odale Hill by Deed dated April 22, 1987, from Lawson Odale Hill and Barbara E. Hill, recorded among the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. 276, folio 710.

SUBJECT TO the existing easements, rights-of-way and agreements for roadways, electric transmission lines and telephone lines and the service and maintenance thereof.

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

IMPROVEMENTS: One-story rench style residence, 23'x48'.

TERMS OF SALE: Tha purcheser shall be required to pey Five Thousend Dollers ($5,000.00) of the purchese price in cash or by certified check on the dey of sele, the balance to be paid within ten (10) deys of the retificetion of the sale by the Circuit Court for Queen Anne's County, and to bear Interest et thirteen end one-helf percent (13.5%) from the dey of sale to day of settlement, or ell cesh on the dey of sele, as the purcheser(s) mey elect. Full possession will be given to the purcheser(s) upon ratificetion of the sale and peyment of the purchase price. Texes end all other essessments end cherges will be edjusted to the date of the sele. All trensfer expenses, including Deed, title pepers, documentery stemps, trensfer tax end Notery fees to be peid by the purcheser(s).

At the time end place of sele, the purcheser(s) will be required to meke effidevit es required by Rule BR6b3 of the Merylend Rulas of Procedure.

Time is of the essence. Complience with the terms of sale shell be within the times herein set forth, or the deposit shall be forfeited end the property re-sold at the risk and expense of the defeulting purcheser(s).

All improvements ere sold in en "es is" condition and subject to such matters as en inspection of the premises end the Lend Racords of Queen Anne's County, Merylend, end a modern survey would disclose.

MICHAEL R. FOSTER & J. DONALD BRADEN
Assignees for the Purpose of Foreclosure
Morgen Building
Shopping Center Roed
P.O. Box 367
Stevensville, Marylend, 21666
Telephone: (301) 643-2141
For Further Information contact the above.

Joseph A. Jackson, Jr.
Auctioneer

RO-8-3-3t-08

LIBER 20 PAGE 365

Centreville, Md. 11/21 19 88

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 8th day of Nov 19 88.

And that the first insertion of said advertisement in the said RECORD OBSERVER/BAY TIMES was on the 19th day of Oct 19 88, and the last insertion on the 2nd day of Nov 19 88.

Publishers, Record Observer

Per Dorothy M. McMee

RECEIVED
CLERK, CIRCUIT COURT

1988 DEC 13 PM 3:42

QUEEN ANNE'S COUNTY

Assignee's Sale

OF

VALUABLE FEE SIMPLE REAL ESTATE
IMPROVED PROPERTY ON NEIGHBORS ROAD
NEAR STARR, SIXTH ELECTION DISTRICT
QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a Mortgage from Lawson Odale Hill to the Queenstown Bank of Maryland, dated April 22, 1987, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber M.W.M. 276, folio 712, the said Mortgage having been assigned unto Michael R. Foster and J. Donald Braden, Assignees, for the purpose of foreclosure; the undersigned being thereby authorized to exercise the power of sale, default having occurred in the terms thereof by reason of the non-payment when due of principal and interest of the Note secured by said Mortgage; the undersigned will offer at public auction in front of the Queen Anne's County Court House, Centreville, Maryland, at the hour of 9:00 A.M., Eastern Time, on:

Tuesday, November 8, 1988

the following described real estate (designated on Tax Map 61 as Parcel 28), to wit:

ALL that lot or parcel of land situate, lying and being in the Sixth Election District of Queen Anne's County, Maryland, and more particularly described by metes and bounds, courses and distances, according to a Plat and Certificate of Survey thereof, made by C. Roland Sharretts, Reg. #962, dated September 11, 1974, recently known as "The Residence Property of William Lockerman", formerly part of the tract of land or farm known as "Welsh Pool" and "Hog Harbor"; which Plat is recorded among the Land Records with a Deed in Liber C.W.C. No. 88, folio 125, as follows, to wit: BEGINNING for the same at a metal pipe placed at the northwest corner of the parcel, said pipe being twenty-five (25) feet South of the center line of the Neighbors Road a fifty (50) foot County Road, at the intersection of the Handy lands, and the tract hereinafter described; thence along the South right-of-way line of the Neighbors Road, the two (2) following courses and distances: 1. N 50 degrees 00 minutes E, 305.00 feet to a metal pipe; thence by circular arc which radius is 711.69 feet and degree of curve 3.05 degrees, subtended by a chord which bearing and length is; 2. N 41 degrees 08 minutes E, 219.4 feet to a metal pipe at the intersection of the South right-of-way line of the Neighbors Road, the land of Vachel Downes, and the lands herein described; thence leaving the Neighbors Road; 3. S 55 degrees 15 minutes E, 219.00 feet to a nail in a large sweet gum tree, said nail being one (1) foot, more or less, West of the intersection of lines 3 and 4, still along the Vachel Downes lands; 4. S 46 degrees 48 minutes 30 seconds W, 583.94 feet to a metal pipe placed at the intersection of the Downes lands, the Handy lands and the lands herein described; thence along the Handy lands; 5. N 39 degrees 00 minutes W, 210 feet to the beginning; CONTAINING 2.54 Acres, more or less.

BEING the same land granted and conveyed unto Lawson Odale Hill by Deed dated April 22, 1987, from Lawson Odale Hill and Barbara E. Hill, recorded among the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. 276, folio 710.

SUBJECT TO the existing easements, rights-of-way and agreements for roadways, electric transmission lines and telephone lines and the service and maintenance thereof.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtances and adventages to the same belonging or in anywise appertaining.

IMPROVEMENTS: One-story ranch style residence, 23'x48'.

TERMS OF SALE: The purchaser shall be required to pay Five Thousand Dollars ($5,000.00) of the purchase price in cash or by certified check on the day of sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court for Queen Anne's County, and to bear interest at thirteen and one-half percent (13.5%) from the day of sale to day of settlement, or all cash on the day of sale, as the purchaser(s) may elect. Full possession will be given to the purchaser(s) upon ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be adjusted to the date of the sale; All transfer expenses, including Deed, title papers, documentary stamps, transfer tax and Notary fees to be paid by the purchaser(s).

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

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

All improvements are sold in an "as is" condition and subject to such matters as an inspection of the premises and the Land Records of Queen Anne's County, Maryland, and a modern survey would disclose.

MICHAEL R. FOSTER & J. DONALD BRADEN
Assignees for the Purpose of Foreclosure
Morgan Building
Shopping Center Road
P.O. Box 367
Stevensville, Maryland 21666
Telephone: (301) 643-2141

For Further Information contact the above.

Joseph A. Jackson, Jr.
Auctioneer

RO-10-19-3t-036

20 267

MICHAEL R. FOSTER J. DONALD BRADEN Plaintiffs	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY
vs.	:	CIVIL NO. 88-01446
LAWSON ODALE HILL 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 23rd day of December, 1988, 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 O. Carter
Judge

1988 DEC 23 PM 12: 13
CLERK CIRCUIT COURT QUEEN ANNE'S COUNTY

1988 DEC 23 PM 12: 13
QUEEN ANNE'S COUNTY

Distribution:
File
Fiduciary(s)
Court Auditor

MICHAEL R. FOSTER J. DONALD BRADEN, ASSIGNEES	:	IN THE
	:	CIRCUIT COURT
Plaintiffs	:	FOR
v.	:	QUEEN ANNE'S COUNTY
LAWSON ODALE HILL	:	CIVIL NO. 88-01446
Defendant	:	

PETITION TO SUBSTITUTE PURCHASER

The Petition of MICHAEL R. FOSTER and J. DONALD BRADEN, ASSIGNEES, Plaintiffs, respectfully represents unto this Honorable Court as follows:

1. That Your Petitioners, by the Report of Sale filed in these proceedings, sold to the Queenstown Bank of Maryland, on the 8th day of November, 1988, certain property situated in Queen Anne's County and more fully described in the Notice of Sale which is filed herein.

2. The Purchaser has requested Your Petitioners to substitute as purchaser in its place and stead William E. Denny, III and Joyce Marlene Denny, his wife, which persons have requested to be so substituted.

WHEREFORE, Your Petitioners pray that this Honorable Court pass an Order substituting William E. Denny, III and Joyce Marlene Denny, his wife, as purchasers in the place and stead of the Queenstown Bank of Maryland.

Michael R. Foster
Michael R. Foster

J. Donald Braden
J. Donald Braden
Assignees
Plaintiffs

CONSENT TO SUBSTITUTE PURCHASER

We hereby consent to the relief prayed in the within and aforegoing Petition.

QUEENSTOWN BANK OF MARYLAND

BY: _____ (SEAL)
Albert V. Stant
President

_____
Michael R. Foster

_____
J. Donald Braden
Assignees

MICHAEL R. FOSTER J. DONALD BRADEN, ASSIGNEES	:	IN THE
	:	CIRCUIT COURT
Plaintiffs	:	FOR
v.	:	QUEEN ANNE'S COUNTY
LAWSON ODALE HILL	:	CIVIL NO. 88-01446
Defendant	:	

ORDER

Upon consideration of the Petition to Substitute Purchaser filed herein, it is, this 30th day of December, 1988, by the Circuit Court for Queen Anne's County, Maryland,

ORDERED, that WILLIAM E. DENNY, III and JOYCE MARLENE DENNY, his wife, be, and they are hereby, substituted as Purchasers of the property which is the subject of these proceedings in the place and stead of the Queenstown Bank of Maryland.

JUDGE

INDEBTEDNESS DUE UNDER MORTGAGE		
Per Statement of Debt		
Principal	$50,639.35-	
Interest to 7/11/88	1,353.95-	
Late Charges to 7/11/88	349.30-	
Interest on Principal @ 10.5% 7/11/88 to 1/6/88 129 days at 14.57 per day	2,608.00-	$55,299.93-
AVAILABLE FOR DISTRIBUTION, as above		$31,916.13
DEFICIT		$23,383.80-

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MICHAEL R. FOSTER J.DONALD BRADEN	*	
V.	*	Civil #88-01446
LAWSON ODALE HILL	*	

* * * * * * * * * *

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$35,000.00	
Interest on 35,000 at 13.5% from 11/8/88 to 12/30/88 35 days at .037 per day		686.35	
Real Property Taxes Paid by Mortgagee			
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$35,686.35
COMMISSIONS, to Fiduciary		$ 1,900.00-	
ATTORNEY FEE, per Mortgage		350.00-	
EXPENSES OF SALE			
Court Costs	$ 239.50-		
Advertising			
Notice of Sale	878.37-		
Report of Sale	93.87-		
Bond Premium	140.00-		
Auctioneer Fee	87.50-		
Certified Mail	16.00-	$ 1,455.22-	
AUDITOR'S FEE		65.00-	$ 3,770.22-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$31,916.13

NOTICE

The attached Account was filed on August 30, 1989. 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 #88-01446. On the basis of the facts which appear on 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 12d were mailed to the following persons on August 30, 1989.

Michael R. Foster
J. Donald Braden
Morgan Building
P.O. Box 367
Stevensville, MD 21666

Lawson Odale Hill
Route 3, Neighbors Road
Centreville, MD 21617

Barbara E. Hill
c/o Stephen Holfeld, Esq.
P.O. Box 1428
Dover, DE 19901

Marian McKennan
Marian McKennan
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MICHAEL R. FOSTER J.DONALD BRADEN	*	
v.	*	Civil #88-01446
LAWSON ODALE HILL	*	

* * * * * * * * * * *

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 13th day of September, 1989,

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.

JUDGE

LIBER 20 PAGE 375

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

ALLAN P. FEIGELSON, Substitute Trustee	:	
vs.	:	CAE
MARCEL G. TALBOT c/o Paul Plant 510 N. Ocean Blvd. Pompano, FL 33062 and DIANE S. FYFE TALBOT 17-A Queens Landing Chester, MD 21619 Defendants	:	

CIVIL 8801584H
CIV FEES 80.00
CHECK/MO 80.00
#130690 C001 ROO T09:41
11/10/88

ORDER TO DOCKET

DEAR CLERK:

Enclosed please find a copy of a Deed of Appointment of Substitute Trustee recorded at MWM 316/476, Statement of Debt Due, Military Affidavit, Certified Copy of Deed of Trust recorded at 223/172, Original Note dated 11/15/84 and my check in the amount of $80.00.

Please docket this matter in Foreclosure.

Allan P. Feigelson, Esq.
Substitute Trustee
P.O. Box 361
Riverdale, Md. 20737
(301) 864-2200

MWM 316/476

NO CONSIDERATION

DEED OF APPOINTMENT OF SUBSTITUTE TRUSTEE

KNOW ALL MEN BY THESE PRESENTS: Whereas, by a certain Deed of Trust, dated November 15, 1984, from Marcel G. Talbot and Diane S. Talbot and recorded among the land records of Queen Anne's County, Maryland, at Liber MWM 223, Folio 172, conveyed the real estate described in said Deed of Trust to Richard O. Croswell and Douglas Y. Eppler, as trustees to secure a note payable to the order of Maryland National Bank, and

WHEREAS, the said Deed of Trust provides that the irrevocable power to appoint Substitute Trustee is expressly granted to the beneficiary (the holder of the Note) under said Deed of Trust by filing for record in the office where the Deed of Trust is recorded, a Deed of Appointment appointing such Successor Trustee, which power of appointment may be exercised whenever said beneficiary deems it advisable, said newly appointed Trustee in the place and stead of any Trustee named in the Deed of Trust shall have all of the power, duties and authority enumerated in said Trust.

NOW, THEREFORE, THIS DEED OF APPOINTMENT WITNESSETH: That for and in consideration of the premises, the owners and holders of the Promissory Note as aforesaid does hereby appoint Allan P. Feigelson as Substitute Trustee in the place and stead of Richard O. Croswell and Douglas Y. Eppler, Trustees and the said Allan P. Feigelson to be vested with all of the rights, powers, duties and authority conferred upon or charged to the Trustee in accordance with the provisions of the said Deed of Trust, the said Allan P. Feigelson to serve as if he had been named originally in said Deed of Trust.

IN WITNESS WHEREOF, Maryland National Bank has caused these presents to be executed on its behalf by

ROBERT SHEARER,
MARYLAND NATIONAL BANK

STATE OF MARYLAND
COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 3rd day of November 1988, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert Shearer, who acknowledged himself to be the person who executed the foregoing instrument for the purposes therein contained.

IN TESTIMONY WHEREOF, I have affixed my official seal the date above written.

NOTARY PUBLIC

M. CONSTANCE STAMM NOTARY PUBLIC BALTIMORE CITY, MD.

RECEIVED
CLERK CIRCUIT COURT
1988 NOV 18 AM 9 46
QUEEN ANNE'S COUNTY

Return to:
Allan P. Feigelson
P.O. Box 361
Riverdale, MD 20737

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

ALLAN P. FEIGELSON,
Substitute Trustee :

vs. : Case No.

MARCEL G. TALBOT
and
DIANE S. FYFE TALBOT
Defendants :

STATEMENT OF DEBT DUE

Statement of Debt of Maryland National Bank under a Deed of Trust dated November 15, 1984, from Marcel G. Talbot and Diane S. Talbot.

Amount of Principal Due:	$ 29,437.91
PLUS Amount of Unearned Interest	$ 1,541.83
PLUS Late Charges Due	$ 40.00
PLUS Insurance Due	$ 200.14
TOTAL AMOUNT OWED AS OF 11/2/88	$ 31,219.88

Daily accrual of interest commencing 11/3/88 on unpaid principal is $10.71 (per day).

MARYLAND NATIONAL BANK

BY: Robert Shearer
ROBERT SHEARER

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1988 NOV 18 AM 9:46
QUEEN ANNE'S COUNTY

Subscribed and sworn to before me this 2nd day of November 1988.

M. Constance Stamm
NOTARY PUBLIC

M. CONSTANCE STAMM
NOTARY PUBLIC
BALTIMORE CITY, MD.

My commission expires: July 1, 1990

LIBER 20 PAGE 379

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

ALLAN P. FEIGELSON,
Substitute Trustee

vs.

MARCEL G. TALBOT
and
DIANE S. FYFE TALBOT
Defendants

MILITARY AFFIDAVIT

STATE OF MARYLAND
~~COUNTY~~ City OF Baltimore, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State in and for the said County, personally appeared Robert Shearer, Maryland National Bank, and made oath in due form of law that he knows the Defendants, Marcel G. Talbot and Diane S. Fyfe Talbot herein, and that to the best of his knowledge, information and belief:

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

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

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Robert Shearer
ROBERT SHEARER
MARYLAND NATIONAL BANK

Subscribed and sworn to before me this 2nd day of November 1988.

M. Constance Stamm
NOTARY PUBLIC

M. CONSTANCE STAMM
NOTARY PUBLIC
BALTIMORE CITY, MD.

My commission expires: July 1, 1990

LIBER 20 PAGE 350 Recd. Ind & 1502

DOCUMENT NO. 120,986

LIBER 223 FOLIO 172

MARYLAND NATIONAL BANK
We want you to grow.™

DEC-3-84 * 22357 ****17.50
DEC-3-84 A #22357 ****15.00
DEC-3-84 A #22356 ****20.50

Amount Secured. $ 35,000.00
Amount of Debt Incurred at Time of Filing. $ 35,000.00

LINE OF CREDIT
DEED OF TRUST

THIS DEED OF TRUST is made this 15th day of November, 19 84, among the Grantor, Marcell G. Talbot and Diane S. Fyse-Talbot (herein "Borrower"), Richard O. Croswell and Douglas Y. Eppler (any one of whom may act, and singly or together are referred to herein as "Trustee"), and the Beneficiary, Maryland National Bank, a national banking association organized and existing under the laws of the United States whose address is 225 N. Calvert 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.

Being known as unit 17A, "Queen's Landing" as recorded among the land records of Queen Anne's County.

More fully described in Liber MWM 207 Folio 207 recorded in the land records of Queen Anne's County, Maryland

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QUEEN ANNE'S COUNTY

which has the address of 17A Queen's Landing (Street) Chester (City) Maryland 21619 (Zip Code) (herein "Property Address"),

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which 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 hereinafter referred to as the "Property".

TO SECURE to Lender the repayment of the indebtedness from Borrower to Lender arising under a line of credit agreement dated today and extensions and renewals thereof (herein "Note") in a principal sum not to exceed U.S.$ Thirty-Five Thousand and 00/00 with interest thereon, providing for monthly installments of principal and interest, 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

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record

Borrower and Lender covenant and agree as follows

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late and other charges as provided in the Note.

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QUEEN ANNE'S COUNTY

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments 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 (including condominium and planned unit development assessments, if any) 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. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust encumbrance if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 the 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 in one or more payments as Lender may require.

Upon payment in full of sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, not 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 will be allocated by the Lender in any manner Lender chooses to the various amounts due under the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid 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.

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.

The insurance carrier providing the insurance may be chosen by Borrower. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust. 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.

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.

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.

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 Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. 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.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, 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. 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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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 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. 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.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. 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 delivering it or by mailing such notice by regular mail, unless otherwise provided by law, 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 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.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. 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 this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Upon request Borrower shall be furnished a copy of this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or of a Beneficial Interest in Borrower. 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 which does not relate to a transfer of rights of occupancy in the property, provided such lien or encumbrance is not created pursuant to a contract for deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law on the death of a joint tenant or tenant by the entirety, (d) the grant of any leasehold interest of three years or less not containing an option to purchase, (e) a transfer, in which the transferee is a person who occupies or will occupy the property, which is (A) a transfer to a relative resulting from the death of the Borrower, (B) a transfer where the spouse or child(ren) becomes an owner of the property, or (C) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property, or (f) a transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property, unless, as a condition precedent to such transfer, the Borrower refuses to provide the Lender with reasonable means acceptable to the Lender by which the Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy, Lender may at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 15 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums within 15 days from the date the notice is mailed, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Deed of Trust is acceptable; (3) interest will be payable on the sums secured by this Deed of Trust at a rate acceptable to Lender; (4) changes in the terms of the Note and this Deed of Trust required by Lender are made, including for example, periodic adjustment in the interest rate, and addition of unpaid interest to principal, and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Deed of Trust, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer. Borrower will continue to be obligated under the Note and this Deed of Trust unless Lender releases Borrower in writing.

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust and the Note, including the covenants to pay when due any sums secured by this Deed of Trust, 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 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail a written notice of sale to Borrower 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 purchaser a 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 five percent (5%) of the sum of the gross sale price plus the balance of all prior liens as of the date of sale, reasonable attorneys' 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.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, 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 and the Note 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 17, including, but not limited to, reasonable attorneys' 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.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 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 17 hereof or abandonment of the Property, Lender, in person, by agent or 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. All rents collected by Lender or the receiver shall be applied first to payment of the costs and 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 Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Release. Upon the termination of the line of credit agreement between Borrower and Lender and the payment of all sums secured by this Deed of Trust, Lender or Trustee shall release this Deed of Trust without charge to Borrower and mark the Note "paid" and return the Note to Borrower. Borrower shall pay all costs of recordation, if any.

21. Substitute Trustee. Lender, at Lender's option, may from time to time remove a 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.

22. 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.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGE OR DEED OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

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

_____ (SEAL)
Marcel G. Talbot —Borrower

Diane Fyse S. Talbot _____ (SEAL)
Diane S. Fyse-Talbot —Borrower

STATE OF MARYLAND, Queen Anne's County ss:

I Hereby Certify, That on this 15th day of November, 19 84, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city or county aforesaid, personally appeared Marcell G. Talbot and Diane S. Fyse-Talbot, 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.

AS WITNESS my hand and notarial seal.

My Commission expires: _____
(Notary Public)

STATE OF MARYLAND, Queen Anne's County ss:

I Hereby Certify, That on this 15th day of November, 19 84, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city or county aforesaid, personally appeared _____, 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 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: _____
(Notary Public)

(Space Below This Line Reserved for Lender and Recorder)

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM 223, folio 172, a Land record book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 7th day of November, 1988.

Marguerite W. Mankin

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

LIBER 20 PAGE 385

MARYLAND NATIONAL BANK
We want you to grow.™

Marcell G. Talbot
Borrower

Diane S. Talbot
Borrower

HOME GROWN EQUITY LINE AGREEMENT AND NOTE

17 A Queen's Landing	Chester	Maryland	21619
Property Address	City	State	Zip Code

In this Agreement and Note (hereinafter "Agreement") the words "you" and "your" refer to each and all of the Borrowers who sign below or who use any check or other device issued by us. The words "we," "us," and "our" mean Maryland National Bank. You and we will become bound by the terms of this Agreement when you sign below. Thereafter, although either party may request a modification of the Agreement or the Deed of Trust, neither party is bound to agree to such a request. If we request such a modification, your written acceptance or your use of your account after the effective date of the modification will indicate your agreement to the modification. Your rights concerning the account are established by this Agreement and the Deed of Trust, and, therefore, you should become familiar with and understand both documents.

When you sign this Agreement, you agree to the following terms:

How to Use Your Account You may use cash advances you obtain for any lawful purpose. After your rescission period has expired, you may obtain loans from your account in several ways. You may use checks issued to you to obtain cash advances, or you may use activators provided to you at any Maryland National Bank branch to obtain cash advances. With our permission, you may also transfer funds from your loan account to your Maryland National Bank deposit account by means of a telephone transfer. You may also request a cash advance from your account in the form of a Bank check made payable to you.

Security In addition to the protections given to us under this Agreement, a Deed of Trust, dated today, on real property owned by you, protects us from possible losses which might result if you do not keep the promises which you make in this Agreement. That Deed of Trust describes your obligations, including how and under what conditions you may be required to make immediate payment of all amounts you owe under this Agreement. You have also given us the right to offset any of your property or money on deposit with us or in our possession toward your debt if you should default.

Credit Limit The total amount of credit outstanding at any time together with any other charges or fees you owe under this Agreement must not be more than your credit limit. We will tell you your credit limit when we open your account. We may change your credit limit from time to time, and we will notify you if we do.

Repayment and Promise to Pay You promise to pay us the amount of all credit you obtain and other charges we make against your account as described in this Agreement and the Deed of Trust, including any charges for credit insurance you have requested and finance charges as described in "Finance Charge" below.

You may pay the entire amount outstanding at any time without penalty. You must pay at least the Minimum Payment shown on your monthly statement each month. The Minimum Payment each month will be the greater of $50 or ~~5~~ 2 percent of the New Balance appearing on your billing statement each month, rounded down to the next whole dollar. If your New Balance is less than $50, your Minimum Payment will be your New Balance. Your payment will be allocated to the various amounts due under this Agreement in any manner we choose.

Finance Charge The "Transaction Date" for a cash advance is the date which appears on the check or activator you use to obtain credit or the date upon which you initiate a telephone transfer. Finance Charges will accrue on a cash advance from the Transaction Date or the first day of the billing cycle during which the loan is posted to your account, whichever is later. Finance Charges will be included in the New Balance shown on the monthly statement. On each monthly billing date, we determine the Finance Charge on your account by applying the daily periodic rate to the "average daily balance" of your account and multiplying this product by the number of days in the billing cycle. To get the "average daily balance" we take the beginning balance of your account each day, add any new loans, late charges, and other charges and subtract any payments or credits, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." The initial daily periodic rate for your account is .035617 % (this is an **ANNUAL PERCENTAGE RATE** of 13 %). This is also the initial annual simple interest rate.

The annual simple interest rate ("the Rate") on your account is subject to change. Except for the first such date following the opening of your account, we will change the Rate on the day following your billing date in January, April, July and October if there is a change in the Index. However, the Rate will not be decreased below 10% per year, nor increased above 24% per year. The "Index" used on your account is the highest Prime Rate published in the "Money Rates" section of The Wall Street Journal. The new Rate will be determined by adding 2.0 % to the Index last published on a business day in the preceding quarter. In the event this Index shall cease to be published or is substantially altered, we may, at our discretion, choose another index not controlled by us which we believe to be comparable to the then current index. In the event of a substitution of one index for another, the difference between the Index and the Rate may be adjusted so that there is no change in the Annual Percentage Rate on your account at the time of substitution. An increase in the Rate may increase the Finance Charge you pay and, since your Minimum Payment is based on both principal and accrued Finance Charge, may also increase your Minimum Payment.

Payment Holiday In our discretion, we may announce a "payment holiday." A payment holiday is a month in which you will not be required to make your scheduled payment. In a month in which we announce a payment holiday, you may elect either to make or not to make your scheduled payment. If you choose to have a payment holiday, Finance Charges will continue to accrue, and your next scheduled monthly payment will be due on the customary date and will be computed in the customary manner.

Other Charges We may charge a late fee of $10.00 for each payment you make more than 15 days after the Payment Due Date shown on the monthly statement to which the payment relates.

You will be responsible for the payment of loan acquisition fees, consisting of the costs of an appraisal, property (lien and judgment) report, and attorney's fees for document preparation and closing. These fees may either be paid in cash by you at settlement, or advanced to you as a loan and charged against your account. The amounts of these fees are:

1	Appraisal	$ 125.00
2	Property (Lien and Judgment) Report	$ 45.00
3	Attorney's Fees	
	(i) document preparation	$ N/A
	(ii) closing	$ N/A

RECEIVED CLERK, CIRCUIT CT. 1988 NOV 18 AM 9:46 QUEEN ANNE'S COUNTY

You will bear the initial expense of recording the Deed of Trust and Request for Notice of Sale and will pay the Documentary Stamp Tax on the amounts of any of your unpaid loan acquisition fees and any advance requested at settlement. At your option, you may also pay the recordation tax on your entire line of credit in cash at settlement, or you may have the amount of these taxes advanced to you as a loan and charged against your account. Unless you have paid the recordation taxes for your entire line of credit at settlement, it will also be your responsibility to pay the Documentary Stamp Tax and the recording cost, if any, on the amount of subsequent advances. In the event we, in our discretion, determine that we are obligated to pay Documentary Stamp Taxes and recording costs, we may pay such taxes and charge the amount of such taxes to your account as a loan.

BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THE PROVISIONS PRINTED ON BOTH SIDES OF THIS AGREEMENT, THAT ALL BLANK SPACES WERE FILLED IN ABOVE, AND THAT YOU RECEIVED A COPY OF THIS AGREEMENT.

WITNESS
Frances M. Sherman

BORROWER(S)
Marcel G. Talbot (SEAL)
Diane S. Talbot (SEAL)
Diane S. Talbot

Date November 15, 1984

#807-31 EO 6/83 **SEE REVERSE SIDE FOR ADDITIONAL TERMS, DISCLOSURES, AND A STATEMENT OF BILLING RIGHTS.**

Bank Copy

AGREEMENT AND NOTE (CONTINUED)

Insurance Group credit insurance providing coverage to pay your account in the event of loss of life or disability may be offered to you from time to time. Purchase of this insurance is optional. If purchased, the insurance will protect us if an event occurs for which benefits are provided. We determine the cost of this insurance as described in your insurance application.

Reasons for Requiring Immediate Payment You will be in default and we can require immediate payment of all or any part of the amounts you owe if:

- you fail to make any required payment by the due date;
- your total balance exceeds your credit limit;
- you fail to pay taxes, assessments and insurance premiums as required in this Agreement or in the Deed of Trust; or
- you sell or transfer the property securing this Agreement in violation of the Deed of Trust.

If you default, we can also require you to pay collection and court costs we actually incur in a collection proceeding, and an attorney's reasonable fee of up to 15% of the amount owing if we refer your account for collection to an attorney who is not our salaried employee. We can also offset any of your property or money on deposit with us or in our possession toward your debt.

Our failure to exercise or delay in exercising any of our rights when you default does not mean that we are unable to use those rights later.

Refusal to Honor Your Account We are not liable for any refusal to honor your checks or other requests for activation, or for any retention of a check by us or any other bank, or for any notice we may give that we refuse to honor a check.

Termination We may suspend or terminate your right to obtain credit at any time for any reason. Your obligations under this Agreement continue after the Agreement is terminated.

Amendments We may amend this Agreement by notifying you of the amendment in accordance with federal and applicable Maryland law. If we increase the minimum payment or the maximum rate of finance charge which may be applied to your account, you will not be required to pay the higher rate of finance charge or higher minimum payment unless you agree to these changes in writing or you use the account after a date stated in our notice. If you agree in writing or use the account after the effective date of amendment, the amended Agreement (including the higher rate) will apply to the entire unpaid balance, including the balance existing before the amendment became effective. We may add new credit services for you or replace your account with another account.

Unauthorized Use You may be liable for the unauthorized use of your checks. You should immediately notify us of the loss, theft, or possible unauthorized use of your checks.

Requests for Credit Over Your Credit Limit If you request credit in any form which, if granted, would result in your total outstanding balance being more than your credit limit (whether or not the balance before the request was more than the credit limit), we may:

- honor the request without permanently raising your credit limit;
- honor the request and treat the amount which is more than your credit limit as immediately due; or
- refuse to honor the request. We may advise the person who made the request that it has been refused. We may refuse to honor a check in any manner, including by stating that credit has been refused or that there are insufficient funds to pay the check.

If we have previously honored requests for credit over your credit limit, it does not mean that we will honor further over-limit requests.

Governing Law This Agreement is made in Maryland. It is governed by federal laws and any applicable Maryland laws.

General Time is of the essence of this Agreement. If any part of this Agreement is found to be invalid, the rest remains effective. All persons who use the account are individually and together responsible for any balance outstanding. From time to time, we may require you to provide us with updated credit information.

ELECTRONIC FUNDS TRANSFER DISCLOSURES

In connection with your Maryland National Bank deposit account you have received or will receive a disclosure entitled Electronic Banking Information which explains the electronic fund transfer abilities and protections associated with your Maryland National Bank deposit account. By opening a Home Grown Equity Line account and upon notice from us that telephone transfers are available you will have the additional ability to use your telephone to have loans from your account credited to your Maryland National Bank deposit account. If you have questions or believe an error has occurred concerning a telephone transfer from your Home Grown Equity Line account to your Maryland National Bank deposit account, please refer to the Electronic Banking Information disclosure or your monthly deposit account statement for instructions regarding how to have us resolve your question or correct any error. If you believe an error other than a telephone transfer problem has occurred concerning your Home Grown Equity Line account, please refer to the following disclosure or your Home Grown Equity Line monthly statement for instructions regarding how to have us resolve your question or correct any error.

YOUR BILLING RIGHTS — KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a seperate sheet at Maryland National Bank, 225 N. Calvert Street, Baltimore, Maryland, 21202.

Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice We must acknowledge your letter within 30 days unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first $50 of the questioned amount, even if your bill was correct.

The Ohio Casualty Insurance Company

HAMILTON, OHIO

BOND NO. 2-794-639-(2)

IN THE CIRCUIT COURT FOR QUEEN ANNE COUNTY, MARYLAND

Allan P. Feigelson, Substitute Trustee :

Plaintiff

Case No. CAE 88-01584

vs.

Marcel G. Talbot & Diane S. Fyfe Talbot :

Defendant

FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Allan P. Feigelson, Substitute Trustee as Principal and THE OHIO CASUALTY INSURANCE COMPANY, a body corporate, duly incorporated under the laws of the State of Ohio, and duly authorized to transact a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THIRTY-FIVE THOUSAND AND NO/100ths ($ 35,000.00) 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 3rd day of February, in the year of our Lord One Thousand Nine Hundred and eighty-nine.

Whereas, the above bounden Allan P. Feigelson, Substitute Trustee by virtue of the power contained in a mortgage-deed of trust from Marcel G. Talbot & Diane S. Fyfe Talbot to Richard O. Croswell & Douglas Y. Eppler bearing date the 15th day of November, 1984 and recorded among the mortgage-deed of trust records of Queen Anne County in Liber No. 223 folio 172 and Allan P. Feigelson, Substitute Trustee is/are about to sell the land and premises described in said mortgage-deed of trust, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Allan P. Feigelson, 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 remain in full force and virtue in law.

In Testimony Whereof, the above bounden Allan P. Feigelson, 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:

(Allan P. Feigelson, Sub. Trustee) (SEAL)

(SEAL)

THE OHIO CASUALTY INSURANCE COMPANY

Toni L. Knupp, As to Surety:

Roberta B. L. Plummer, Attorney-in-Fact

1989 FEB 8 AM 10:15

QUEEN ANNE'S COUNTY

Bond with Surety approved 2/8/89

LIBER 20 FOLIO 387A

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

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affixed the Seal of the Circuit Court for Queen Anne's County this 17th day of February, 1989.

Marguerite W. Mankin

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

LIBER 20 FOLIO 381B

9

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

ALLAN P. FEIGELSON Substitute Trustee	:	
vs.	:	Civil No. 8801584
MARCEL G. TALBOT, et al., Defendants	:	

SUBSTITUTE TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of the undersigned substitute trustee named in a Deed of Appointment of Substitute Trustee, dated the 3rd day of November 1988, respectfully shows:

THAT after default had occurred under the terms and conditions of a Deed of Trust dated November 15, 1984, and recorded in the Land Records of Queen Anne's County, Maryland at Liber 316, folio 476 and having complied with all other duties as required by law and the said Deed of Trust, and having given notice of the time, place, terms and manner of sale by advertisement inserted in the Record Observer, a weekly newspaper published in Queen Anne's County, Maryland, as required, the said undersigned substitute trustee, Allan P. Feigelson, did pursuant to said notice, attend the place of sale, to wit, at the property, 7-A Queen Victoria Way, Chester, Maryland 21619, on Monday, May 22, 1989, at 11:00 A.M. and then and there proceeded to offer for sale at public auction the property described in said Deed of Trust and advertisement, to which reference is hereby made for a more particular description and sold same to A. John Briscuso for the sum of $25,000.00 subject to a first mortgage of $100,722.38 plus interest, for a total sale price of $125,722.38.

The said substitute trustee further reports and states that the said sale was in every respect fairly made and that the property brought a fair price. The purchaser paid the deposit as required in the advertisement.

Allan P. Feigelson, Esq.
Substitute Trustee
P.O. Box 361
Riverdale, Md. 20737
(301) 864-2200

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

I HEREBY CERTIFY that on this 21 day of June 19 89, before me, the subscriber, a Notary Public, of the state and county aforementioned, personally appeared Allan P. Feigelson and made oaht in due form of law that the matters and fact set forth in the Substitute Trustee's Report of Sale are true.

WITNESS my hand and Notarial Seal.

Jane M. Wright
NOTARY PUBLIC

My commission expires:

JANE M. WRIGHT
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1990

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ALLAN P. FEIGELSON

SUBSTITUTE TRUSTEE

vs.

MARCEL G. TALBOT, et al.

Civil No. 88-01584

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 23rd day of June, 1989 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

LIBER 20 PAGE 391

Allan P. Feigelson,
Substitute Trustee

vs

Marcel G. Talbot
Diane S. Fyfe-Talbot

IN THE
CIRCUIT COURT FOR
Queen Anne's County
Civil 8801584

PURCHASER'S CERTIFICATE

I/We hereby certify that I/We have this 22nd day of May, 1989, purchased from Allan P. Feigelson, Substitute Trustee, Attorney, the property described in the attached advertisement, at and for the sum of $75,000 subject to a first mortgage in the amount of $100,722.38 with interest at $24.34 per day from 5/20/89. and I/We hereby agree to comply with the terms of sale.

Allan P. Feigelson
Purchaser

Purchaser

CLERK
1989 JUN 30 AM 10: 36
QUEEN ANNE'S COUNTY

Centreville, Md. 5/17 19 89

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 22nd day of May 19 89. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 3rd day of May 19 89, and the last insertion on the 17th day of May 19 89.

Publishers, Record Observer

Per Dorothy R. Morris

LAW OFFICES
ALLAN P. FEIGELSON, P.A.
P.O. Box 331
Riverdale, Maryland 20737
864-2202

Substitute Trustee's Sale

A valuable fee simple property known as 7-A Queen Victoria Way, Chester, Maryland 21619.

By virtue of a power of sale contained in a Deed of Trust from Marcel G. Talbot and Diane S. Fyfe Talbot, and recorded in the land records of Queen Anne's County at Liber 223 at folio 472, default having occurred, the undersigned Substitute Trustee will sell at public auction, at the premises, 7-A Queen Victoria Way, Chester, Maryland 21619, on MONDAY, May 22, 1989, at 1:00 A.M., all that lot of ground and improvements thereon situate in Queen Anne's County, Maryland, and described as follows:

Being known and designated as Building 1-7, Unit A, Castle Marina. The improvements thereon being known as 7-A Queen Victoria Way, Chester, Maryland 21619.

This property is highly valuable. It will be sold subject to a prior mortgage and liens, the amount of which will be announced at the time of sale.

TERMS OF SALE: A cash deposit or certified check of $10,000.00 at the time of sale, and balance in cash upon ratification of sale by the Circuit Court for Queen Anne's County, Maryland. Interest may be charged at the rate of 13% on the unpaid purchase money from the date of sale to the date of settlement. Taxes, water, to be adjusted to date of settlement. All other public charges and assessments, payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to date of settlement and assumed thereafter by the purchaser. Costs of all documentary stamps and transfer taxes shall be borne by the purchaser. All costs of conveyancing shall be paid by the purchaser.

Also subject to covenants and restrictions of record, if any.

Compliance with terms of sale shall be made within five days after final ratification of sale or deposit shall be forfeited and the property resold at the risk of the defaulting purchaser. Time is of the essence.

Allan P. Feigelson, Esq.
Substitute Trustee

90-5-3-31-014

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

ALLAN P. FEIGELSON, Substitute Trustee	:	
vs.	:	Civil 8801584
MARCEL G. TALBOT and DIANE S. FYFE TALBOT Defendants	:	

AFFIDAVIT IN COMPLIANCE WITH MARYLAND RULE W74(a)(2)(c)

The undersigned hereby certifies, under the penalties of perjury, that on April 24, 1989, he mailed to the following individuals, by certified mail, return receipt requested, the attached correspondence giving notice as required:

Marcel G. Talbot
c/o Paul Plant
510 N. Ocean Blvd.
Pompano, FL 33062

Diane S. Fyfe-Talbot and
Marcel Talbot
17-A Queens Landing Rd.
Chester, MD 21619

Diane S. Fyfe-Talbot and
Marcel Talbot
7-A Queen Victoria Way
Chester, MD 21619

Marcel Talbot
2737 Poplar Lane
Annapolis, MD 21401

Allan P. Feigelson, Esq.
Substitute Trustee
P.O. Box 361
Riverdale, Md. 20737
(301) 864-2200

LIBER 20 PAGE 394

Law Offices

Allan P. Feigelson

(301) 864-2200

Baltimore Line
792-4455

5304 Kenilworth Avenue
P.O. Box 361
Riverdale, Maryland 20737

Jane Marie Wright
Associate Attorney

Practicing in
Maryland and the
District of Columbia

April 24, 1989

Marcel G. Talbot
c/o Paul Plant
510 N. Ocean Blvd.
Pompano, FL 33062

Diane S. Fyfe-Talbot and
Marcel Talbot
17-A Queens Landing Rd.
Chester, MD 21619

Diane S. Fyfe-Talbot and
Marcel Talbot
7-A Queen Victoria Way
Chester, MD 21619

Marcel Talbot
2737 Poplar Lane
Annapolis, MD 21401

RE: Maryland National Bank
foreclosure of property at
7-A Queen Victoria Way
Chester, MD 21619
Our file 88053
Acct. # 10070110110069878

Dear Mr. and Mrs. Talbot:

In accordance with the Maryland Rules enclosed please find a copy of our request for advertisement of the foreclosure sale of your property. It contains the date, time, place, terms and manner of sale.

Please call me if you have any questions.

Sincerely,

Allan P. Feigelson

LIBER 20 PAGE 395

Law Offices

Allan P. Feigelson

5304 Kenilworth Avenue
P.O. Box 361
Riverdale, Maryland 20737

(301) 864-2200

Baltimore Line
792-4455

Practicing in
Maryland and the
District of Columbia

Jane Marie Wright
Associate Attorney

April 19, 1989

Record Observer
114 Broadway
Centreville, MD 21617

Please publish the following legal advertisement on May 4th, May 11th, and May 18th, 1989:

LAW OFFICES
ALLAN P. FEIGELSON, P.A.
P.O. Box 361
Riverdale, Maryland 20737
864-2202
SUBSTITUTE TRUSTEE'S SALE

A valuable fee simple property known as 7-A Queen Victoria Way Chester, Maryland 21619.

By virtue of a power of sale contained in a Deed of Trust from Marcel G. Talbot and Diane S. Fyfe Talbot, and recorded in the land records of Queen Anne's County at Liber 223 at folio 172, default having occurred, the undersigned Substitute Trustee will sell at public auction, at the premises, 7-A Queen Victoria Way, Chester, Maryland 21619, on MONDAY, May 22, 1989, at 11:00 A.M., all that lot of ground and improvements thereon situate in Queen Anne's County, Maryland, and described as follows:

> Being known and designated as Building 1-7, Unit A, Castle Marina. The improvements thereon being known as 7-A Queen Victoria Way, Chester, Maryland 21619.

This property is highly valuable. It will be sold subject to a prior mortgage and liens, the amount of which will be announced at the time of sale.

TERMS OF SALE: A cash deposit or certified check of $10,000.00 at the time of sale, and balance in cash upon ratification of sale by the Circuit Court for Queen Anne's County, Maryland. Interest may be charged at the rate of 13% on the unpaid purchase money from the date of sale to the date of settlement. Taxes, water, to be adjusted to date of settlement. All other public charges and assessments, payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to date of

settlement and assumed thereafter by the purchaser. Costs of all documentary stamps and transfer taxes shall be borne by the purchaser. All costs of conveyancing shall be paid by the purchaser.

Also subject to covenants and restrictions of record, if any.

Compliance with terms of sale shall be made within five days after final ratification of sale or deposit shall be forfeited and the property resold at the risk of the defaulting purchaser. Time is of the essence.

/S/
Allan P. Feigelson, Esq.
Substitute Trustee

cc: Lavonne Madden,
Maryland National Bank

William D. Zantzinger
W & Z Realty
Rt. 301, Box 185
White Plains, MD 20695

G. Clair Baker, Esq.
Suite 300
120 W. Washington St.
Hagerstown, MD 21740

LIBER 20 PAGE 397 8801584

Centreville, Md. 5/17 19 89

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 22nd day of May 19 89. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 3rd day of May 19 89, and the last insertion on the 17th day of May 19 89.

Publishers, Record Observer

Per Dorothy D. Monroe

1989 JUN 30 AM 10: 36

QUEEN ANNE'S COUNTY

LAW OFFICES
ALLAN P. FEIGELSON, P.A.
P.O. Box 361
Riverdale, Maryland 20737
864-2202

Substitute Trustee's Sale

A valuable fee simple property known as 7-A Queen Victoria Way, Chester, Maryland 21619.

By virtue of a power of sale contained in a Deed of Trust from Marcel G. Talbot and Diane S. Fyfe Talbot, and recorded in the land records of Queen Anne's County at Liber 223 at folio 172, default having occurred, the undersigned Substitute Trustee will sell at public auction, at the premises, 7-A Queen Victoria Way, Chester, Maryland 21619, on MONDAY, May 22, 1989, at 11:00 A.M., all that lot of ground and improvements thereon situate in Queen Anne's County, Maryland, and described as follows:

Being known and designated as Building 1-7, Unit A, Castle Marina. The improvements thereon being known as 7-A Queen Victoria Way, Chester, Maryland 21619.

This property is highly valuable. It will be sold subject to a prior mortgage and liens, the amount of which will be announced at the time of sale.

TERMS OF SALE: A cash deposit or certified check of $10,000.00 at the time of sale, and balance in cash upon ratification of sale by the Circuit Court for Queen Anne's County, Maryland. Interest may be charged at the rate of 13% on the unpaid purchase money from the date of sale to the date of settlement. Taxes, water, to be adjusted to date of settlement. All other public charges and assessments, payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to date of settlement and assumed thereafter by the purchaser. Costs of all documentary stamps and transfer taxes shall be borne by the purchaser. All costs of conveyancing shall be paid by the purchaser.

Also subject to covenants and restrictions of record, if any.

Compliance with terms of sale shall be made within five days after final ratification of sale or deposit shall be forfeited and the property resold at the risk of the defaulting purchaser. Time is of the essence.

Allan P. Feigelson, Esq.
Substitute Trustee

RO-5-3-31-014

LIBER 20 PAGE 398

Allan P. Ferguson
Substitute Trustee
vs
Marcel G. Talbot
Dianestyle Talbot

IN THE
CIRCUIT COURT FOR
Queen Anne's Co
Civil 8801584

AFFIDAVIT OF PURCHASER(S)

I hereby certify that on this 22 day of May, 1989, before the subscriber, a Notary Public of the State of Maryland, in and for the County of personally appeared A. John Briscoe of the purchaser(s) of the property described in the attached advertisement, and made oath in due form of law that: (1) I ~~was~~/was not acting as agent for anyone; (2) there ~~are~~/are not ~~no~~ other persons or corporations interested in the purchase as principals; and (3) I had not directly or indirectly discouraged anyone from bidding for the said property.

Julie Hill
Witness

A John Briscoe
Signature

Witness

Signature

Witness my hand and seal this 21st day of June, 1989.

My Commission Expires: 7/1/90

Bette L. McNamara
Notary Public

BETTE L. McNAMARA NOTARY PUBLIC ANNE ARUNDEL CO., MD.

CLERK, CIRCUIT COURT
1989 JUN 30 AM 10 36
QUEEN ANNE'S COUNTY

Centreville, Md. 5/17 19 89

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 22nd day of May 19 89. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 3rd day of May 19 89, and the last insertion on the 17th day of May 19 89.

Publishers, Record Observer

Per Dorothy B. Monroe

LAW OFFICES
ALLAN P. FEGELSON, P.A.
P.O. Box 331
Riverdale, Maryland 20737
(301) 864-2292

Substitute Trustee's Sale

A valuable fee simple property known as 7-A Queen Victoria Way, Chester, Maryland 21619.

By virtue of a power of sale contained in a Deed of Trust from Marvel G. Talbot and Gloria S. Byte Talbot, and recorded in the land records of Queen Anne's County at Liber 223 at folio 172, default having occurred, the undersigned Substitute Trustee will sell at public auction, at the premises, 7-A Queen Victoria Way, Chester, Maryland 21619, on MONDAY, May 22, 1989, at 11:00 A.M., all that lot of ground and improvements thereon situate in Queen Anne's County, Maryland, and described as follows:

Being known and designated as Building 1-7, Unit A, Castle Marina. The improvements thereon being known as 7-A Queen Victoria Way, Chester, Maryland 21619.

This property is highly valuable. It will be sold subject to a prior mortgage and liens, the amount of which will be announced at the time of sale.

TERMS OF SALE: A cash deposit or certified check of $10,000.00 at the time of sale, and balance in cash upon ratification of sale by the Circuit Court for Queen Anne's County, Maryland. Interest may be charged at the rate of 13% on the unpaid purchase money from the date of sale to the date of settlement. Taxes, water, to be adjusted to date of settlement. All other public charges and assessments, payable on an annual basis, including sanitary and/or metropolitan district charges to be adjusted for the current year to date of settlement and assumed thereafter by the purchaser. Costs of all documentary stamps and transfer taxes shall be borne by the purchaser. All costs of conveyancing shall be paid by the purchaser.

Also subject to covenants and restrictions of record, if any.

Compliance with terms of sale shall be made within five days after final ratification of sale or deposit shall be forfeited and the property resold at the risk of the defaulting purchaser. Time is of the essence.

Allan P. Fegelson, Esq.
Substitute Trustee

RO-5-3-3t-014

LIBER 20 PAGE 400

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ALLAN P. FEIGELSON

Substitute Trustee

vs.

MARCEL G. TALBOT and

DIANE S. FYFE TALBOT

Civil No. 88-01584

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 3rd day of August, 1989 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: August 3, 1989

Centreville, Md. 8/23 19 89

We Hereby Certify

That the annexed advertisement of

Feigelson vs. Talbot

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 3rd day of Sept 19 89. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 4th day of Aug 19 89, and the last insertion on the 23rd day of Aug 19 89.

Publishers, Record Observer

Per Dorothy M. Thomas

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
ALLAN P. FEIGELSON
Substitute Trustee
vs.
MARCEL G. TALBOT and
DIANE S. FYFE TALBOT
Civil No. 88-01584

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 3rd day of August, 1989, 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: August 3, 1989
RO 8 9 31 014

1989 SEP -8 PM 4:20
QUEEN ANNE'S COUNTY

THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ALLAN P. FEIGELSON Substitute Trustee	:	
v.	:	Civil 88-01584
MARCEL G. TALBOT, et al.	:	

: : : : :

FINAL RATIFICATION OF SALE
AND REFERRAL TO 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 this 12th day of September, 1989, that:

1. The Report of Sale is hereby finally ratified.

2. The papers in this action are hereby referred to the Auditor to state an account, pursuant to Rules 2-543 and BR6 b 5, of the proceeds of the sale and a proper distribution thereof.

3. The Clerk will 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 15 days after the recording of the deed conveying the property to the purchaser.

4. Within 15 days after receipt of all such information from the fiduciary, the Auditor shall file an account or report in accordance with Rule 2-543 (e),* unless that time is extended by the Court.

* based upon a sale price of $25000

JUDGE

RECEIVED
CLERK CIRCUIT COURT
1989 SEP 12 AM 9:33
QUEEN ANNE'S COUNTY

ROBERT NATHAN MORRIS Embert Avenue P.O. Box 114 Queenstown, Maryland 21658 Plaintiff	*	IN THE CIRCUIT COURT FOR
v.	*	QUEEN ANNE'S COUNTY
ERMA ANNE LARRIMORE MORRIS c/o Donald Dulin, Sr. Route 1, Box 129 Queen Anne, Maryland 21657 Defendant	*	MARYLAND
	*	CASE NO. 87-01219

CIVIL 8701219W
CIV FEES 70.00
CHECK/MO 70.00
#014620 C001 R00 T16:18
12/30/87

* * * * *

COMPLAINT FOR ABSOLUTE DIVORCE

ROBERT NATHAN MORRIS, Plaintiff, by R. Stewart Barroll and Hoon & Barroll, his attorneys, respectfully represents unto Your Honor:

1. That on the 20th day of August, 1955, he was married to ERMA ANNE LARRIMORE MORRIS, Defendant, by a religious ceremony at Booker's Wharf, Queen Anne's County, Maryland.

2. That the Plaintiff has been a resident of the State of Maryland for more than one year prior to the filing of this Complaint.

3. That three children were born to the parties as a result of their marriage; namely ROBERT TRACY MORRIS, born June 4, 1959, ROBERT KEITH MORRIS, born August 3, 1963, and ROBERT

Hoon & Barroll
Attorneys At Law
Chestertown, Maryland 21620

KENNARD MORRIS, born January 8, 1968, all of whom are adult, emancipated men.

4. That the parties have substantial tangible personal property which was acquired during their marriage and used primarily for family purposes, including household furnishings and appliances, and one automobile.

5. That the parties have additional marital property acquired by one or both of them during their marriage, including real property in Queenstown, Maryland, titled in the joint names of the parties as tenants by the entireties.

6. That the Defendant did commit adultery and the Plaintiff has neither forgiven nor condoned said conduct and there is no reasonable hope or expectation of a reconciliation between the parties.

7. That on June 2, 1987, the Plaintiff and Defendant separated from one another, and they have lived separate and apart from one another in separate abodes, without interruption, since the aforesaid date.

WHEREFORE, the Plaintiff requests:

A. That he be awarded an absolute divorce from the Defendant;

B. That the Court determine the value of marital property of the parties;

C. That the Court pass an Order granting to Plaintiff a monetary award as an adjustment of the equities and rights of the parties in the marital property;

D. That such monetary award be reduced to a judgment in favor of Plaintiff;

E. That the Court order a sale in lieu of partition of real property in Queenstown, Maryland, titled in the joint

Hoon & Barroll
Attorneys At Law
Chestertown, Maryland 21620

names of the parties as tenants by the entireties, and any other jointly-held real or personal property; and a division of the proceeds of sale thereof between the parties;

F. That the Court determine the ownership of all personal and real property titled in the names of both parties or either of them;

G. That the Defendant be ordered to pay the costs of these proceedings;

H. That the Plaintiff be awarded such other and further relief as the nature of his cause may require.

Robert Nathan Morris

ROBERT NATHAN MORRIS
Plaintiff

HOON & BARROLL

By: R. Stewart Barroll

R. Stewart Barroll
104 South Cross Street
P.O. Drawer 180
Chestertown, Maryland 21620
Telephone: (301) 778-6600

Attorneys for Plaintiff

Hoon & Barroll
Attorneys At Law
Chestertown, Maryland 21620

LIBER 20 PAGE 406

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

1711

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1773

WRIT OF SUMMONS

Case Number 87-01219

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

TO:

Name ERMA ANNE LARRIMORE MORRIS
c/o Donald Dulin, Sr.

Address Route 1, Box 129, Queen Anne, MD 21657

County

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached Complaint filed by ROBERT NATHAN MORRIS, EMbert Avenue, P. O. Box 114, Queenstown, MD 21658
(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 December 30, 1987

Marguerite W. 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 Writ of Summons + Complaint for Absolute Divorce on Erma Anne Larrimore Morris on 1-4-88

FEE $ 15.00

SHERIFF Michael L. Sewell #012

CLERK, CIRCUIT COURT
1988 JAN -4 PM 2:25
QUEEN ANNE'S COUNTY

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.

ROBERT NATHAN MORRIS Embert Avenue P.O. Box 114 Queenstown, MD 21658 Plaintiff	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MD
vs.	:	
ERMA ANNE LARRIMORE MORRIS c/o Donald Dulin, Sr. Route 1, Box 129 Queen Anne, MD 21657 Defendant	:	CASE NO. 87-01219

::::::::::::::::::::

ANSWER TO COMPLAINT FOR ABSOLUTE DIVORCE

AND WAIVERS OF DEFENDANT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Erma Anne Larrimore Morris, Defendant, by Walter W. Claggett, her attorney, answering the Complaint for Absolute Divorce of Robert Nathan Morris, Plaintiff, says:

FIRST: That she admits all of the allegations contained in Paragraphs 1, 2 and 7 of the Complaint for Absolute Divorce exhibited against her.

SECOND: That she admits all of the allegations contained in Paragraph 3 of the Complaint for Absolute Divorce exhibited against her except the year Robert Tracy Morris was born -- the correct year was 1958.

THIRD: In answer to the allegations contained in Paragraphs 4 and 5 of the Complaint for Absolute Divorce exhibited against her, she states and alleges that she and the Plaintiff have resolved, divided and agreed as to all matters and things effecting their marital real and personal properties, and there

is not now any need for the court's determinations pertaining to same.

FOURTH: On advice of counsel, she neither admits nor denies the allegations contained in Paragraph 6 of the Complaint for Absolute Divorce exhibited against her, as any answer may tend to incriminate her.

FIFTH: That the Defendant, Erma Anne Larrimore Morris, consents to the passage of such Decree herein by this Court as may be right and proper in the premises; and Defendant hereby waives her right to be present at the taking of testimony or depositions herein, hereby also waiving her right to examine witnesses, and avers that she has no testimony or other evidence to offer herein. Defendant also hereby waives the ten day limit in which testimony shall lie in Court and requests that the matter be taken up immediately for passage of a Final Decree of this Court.

AND, AS IN DUTY BOUND, etc. . . .

Erma Anne Larrimore Morris
Erma Anne Larrimore Morris
Defendant

Walter W. Claggett
Walter W. Claggett
114 North Washington Street
Masonic Building - Room 3
Easton, MD 21601
Telephone: (301) 822-1540
Attorney for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, That on this 11th day of April, 1988, a copy of the aforegoing Answer to Complaint for Absolute Divorce, etc. was mailed via first class mail, postage prepaid, to R. Stewart Barroll, Esquire, Attorney at Law, 104 South Cross Street, Drawer 180, Chestertown, Maryland 21620, Attorney for Plaintiff.

Walter W. Claggett

Walter W. Claggett
Attorney for Defendant

LIBER 20 FOLIO 4080

ROBERT NATHAN MORRIS Plaintiff	:	IN THE CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY, MD
ERMA ANNE LARRIMORE MORRIS Defendant	:	CASE NO. 87-01219

::::::::::::::::::::

MOTION

The Defendant, Erma Anne Larrimore Morris, by Walter W. Claggett, her attorney, moves this Court to permit her to withdraw and delete from her Answer heretofore filed so much of Paragraph Third of said Answer that states "she states and alleges that she and the Plaintiff have resolved, divided and agreed as to all matters and things effecting their marital real and personal properties, and there is not now any need for the Court's determinations pertaining to same" and all of Paragraph Fifth of said Answer. Defendant further requests this Court to assign for trial before the Court as promptly as possible a Hearing on the merits of the proceeding as set forth in the pleadings.

Walter W. Claggett
Walter W. Claggett
Attorney for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, That on this 24th day of June, 1988, a copy of the aforegoing Motion was mailed via first class mail, postage prepaid, to R. Stewart Barroll, Esquire, 104 South Cross Street, Drawer 180, Chestertown, MD 21620, Attorney for Plaintiff.

RECEIVED
CLERK, CIRCUIT COURT
1988 JUN 27 AM 9:55
QUEEN ANNE'S COUNTY

Walter W. Claggett
Walter W. Claggett
Attorney for Defendant

ROBERT NATHAN MORRIS Plaintiff	:	IN THE CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY, MD
ERMA ANNE LARRIMORE MORRIS Defendant	:	CASE NO. 87-01219

::::::::::::::::::::

ORDER OF COURT

The aforegoing Motion filed by the Defendant in this proceeding is hereby granted, and the proceeding is hereby assigned for trial before the Court in Centreville, and in the Court Room, on _____, 1988, at _____ _____ o'clock.

_____
JUDGE

CCC:mfe:7/18/88

LIBER 20 PAGE 411

ROBERT NATHAN MORRIS Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR QUEEN ANNE'S COUNTY,
vs.	:	MARYLAND
ERMA ANNE LARRIMORE MORRIS Defendant	:	CIVIL NO. 87-01219

ORDER OF COURT

The Defendant's Motion to amend her Answer in part having been read and considered and it appearing to the Court that:

1. Defendant may amend her pleading at any time pursuant to Rule 2-341 (a) prior to 15 days of a scheduled trial date, of which there is none in this action.

2. The Plaintiff has not filed a motion to strike within 15 days after service on June 24, 1988.

IT IS THEREFORE, ORDERED, this 18th day of July, 1988, by the Circuit Court for Queen Anne's County, that Defendant's Motion is treated as an Amendment to her original Answer to which there has been no timely objection.

AND IT IS FURTHER ORDERED that a pre-trial conference shall be held in the Judge's Chambers at 2:30 P.M. on Monday, July 25, 1988 at which time counsel will be expected to bring their trial calendars so a suitable trial date can be scheduled in this action.

1988 JUL 18 PM 4:29
QUEEN ANNE'S COUNTY

Distribution:
Original to File
Photocopies to:
R. Stewart Barroll, Esq.
Walter W. Claggett, Esq.

Clayton C. Carlin
Judge

CCC:mfe:8/3/88

ROBERT NATHAN MORRIS Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR QUEEN ANNE'S COUNTY
ERMA ANNE LARRIMORE MORRIS Defendant	:	CIVIL NO. 87-01219

PRE-TRIAL CONFERENCE ORDER

A telephonic pre-trial conference was held with R. Stewart Barroll, Esquire, Attorney for Plaintiff, and Walter W. Claggett, Esquire, Attorney for Defendant, on July 25, 1988.

The following matters were considered and the Court finds and, where applicable, orders:

1. Defendant's attorney stated that the Defendant will not contest the charge of adultery.

2. Plaintiff will be pressing the Court to determine the ownership of all personal and real property entitled in the names of both parties or either of them, will ask the Court to determine the value of marital property and make a monetary award.

3. Settlement discussions have taken place and will be continuing.

4. The attorneys estimated that it would take one day to try the issues in this action and the Court has set the date of January 23, 1989 with a settlement conference to be scheduled on November 15, 1988 at 1:30 o'clock P.M.

5. All discovery must be completed by not later than

November 10, 1988.

6. Any documentary evidence that shall be proffered into evidence shall be premarked by the courtroom clerk by not later than between 8:30 A.M. and 9:30 A.M. on the day of the trial when presented to the courtroom clerk by counsel.

Dated: August 3, 1988

Clayton C. Carter
Judge

Distribution:
Original to File
Photocopies to:
R. Stewart Barroll, Esq.
Walter W. Claggett, Esq.

ROBERT NATHAN MORRIS Plaintiff	*	IN THE CIRCUIT COURT FOR
	*	QUEEN ANNE'S COUNTY
v.		
	*	MARYLAND
ERMA ANNE LARRIMORE MORRIS Defendant	*	CIVIL NO. 87-01219

* * * * *

MOTION TO WITHDRAW APPEARANCE

R. STEWART BARROLL, and HOON & BARROLL, pursuant to Maryland Rule 2-132(b), move for an Order withdrawing their appearance as counsel for ROBERT NATHAN MORRIS in this action.

I certify that on September 15, 1988, I mailed to ROBERT NATHAN MORRIS written notice stating my intention to move for withdrawal in this action and advising ROBERT NATHAN MORRIS either (1) to have another attorney enter an appearance or (2) to notify the Court Clerk in writing of ROBERT NATHAN MORRIS's intention to proceed in proper person. A copy of my letter to Mr. Morris is attached hereto.

HOON & BARROLL

By: R. Stewart Barroll

R. Stewart Barroll
104 South Cross Street
P.O. Drawer 180
Chestertown, Maryland 21620
Telephone: (301) 778-6600

Hoon & Barroll
Attorneys At Law
Chestertown, Maryland 21620

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 23rd day of September, 1988, I served a copy of the foregoing upon Walter W. Claggett,

Esquire, 114 North Washington Street, Masonic Building - Room 3, Easton, Maryland 21601 and upon Mr. Robert N. Morris, P.O. Box 114, Queenstown, Maryland 21620, by first class U.S. mail, postage prepaid.

R. Stewart Barroll

R. Stewart Barroll

Hoon & Barroll
Attorneys At Law
Chestertown, Maryland 21620

LIBER 20 PAGE 416

Hoon & Barroll

ATTORNEYS AT LAW

PHILIP W. HOON
R. STEWART BARROLL

104 SOUTH CROSS STREET
DRAWER 180
CHESTERTOWN, MARYLAND 21620
(301) 778-6600

September 15, 1988

Mr. Robert N. Morris
Embert Avenue
P.O. Box 114
Queenstown, MD 21658

Re: Morris v. Morris
Civil No. 87-01219

Dear Mr. Morris:

Please be advised that it is my intention to withdraw my appearance and that of my firm as your attorneys of record in this case. It is my intention to file a Motion with the Court on September 23, 1988, requesting leave to withdraw from the case.

Be also advised that you have two options. You either may have another attorney enter an appearance on your behalf in this case, or you may proceed in proper person without an attorney. If you elect to proceed in proper person you must notify the Court Clerk in writing of your intention to do so. The address of the Court Clerk is:

Marguerite Mankin, Clerk
Circuit Court for Queen Anne's County
Court House
Centreville, MD 21617

Very truly yours,

R. Stewart Barroll

R. Stewart Barroll

RSB:k

ROBERT NATHAN MORRIS Plaintiff	*	IN THE CIRCUIT COURT FOR
	*	QUEEN ANNE'S COUNTY
v.	*	MARYLAND
ERMA ANNE LARRIMORE MORRIS Defendant	*	CIVIL NO. 87-01219

* * * * *

ORDER

The foregoing Motion to Withdraw Appearance having been read and considered, it is this 17th day of October 1988, by the Circuit Court for Queen Anne's County, Maryland,

ORDERED, that said Motion is granted and the appearance of R. Stewart Barroll and Hoon & Barroll as counsel for ROBERT NATHAN MORRIS is withdrawn and stricken.

The Clerk shall provide copies of this Order to R. Stewart Barroll, Esquire, Mr. Robert Nathan Morris, and Walter W. Claggett, Esquire.

George B. Rasin, Jr.
JUDGE

Hoon & Barroll
Attorneys At Law
Chestertown, Maryland 21620

LIBER 20 PAGE 418

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT NATHAN MORRIS

Case Number 87-01219

Vs.

ERMA ANNE LARRIMORE MORRIS

Mr. Robert Nathan Morris
Embert Avenue
P. O. Box 114
Queenstown, MD 21658

NOTICE TO EMPLOY NEW COUNSEL

It appearing from the record in the above entitled case that you are not now represented by counsel.

You are hereby notified that your failure to have new counsel enter his appearance in this case within fifteen (15) days after service upon you of this notice shall not be grounds for continuance. You are warned that without counsel to protect your interests, you risk a judgment by default, or dismissal of the case and assessment of court costs against you.

You must inform the clerk of any change of your address.

Date Mailed October 18, 1988

Marguerite W. Markin
CLERK

CV-10
PAUL CO.

LIBER 20 PAGE 419

CU01219 Morris vs Morris 1-22-89
Defendant's Exhibit
#1- Certified copy of marriage license

Application № 663

State of Maryland, Queen Anne's County, set.

License No. 634

To the Clerk of the Circuit Court for Queen Anne's County, Maryland:
I HEREBY MAKE APPLICATION FOR A MARRIAGE LICENSE TO BE ISSUED IN ACCORDANCE WITH THE ACT OF ASSEMBLY IN SUCH CASES MADE AND PROVIDED, AND DO MAKE THE FOLLOWING STATEMENTS UNDER OATH, TO WIT:

Groom's Name Robert Nathan Morris Bride's Name Emma Anne Larrimore

Groom's Residence Queenstown, Md (City or County) (State) Age 24 Color white Birthplace Md (State or Country)

Groom's Occupation Tree Trimmer Marital Status Single (Single, Widower, Divorced)

Bride's Residence Centreville, Md (City or County) (State) Age 18 Color white Birthplace Md (State or Country)

Bride's Marital Status Single (Single, Widow, Divorced) Relationship to groom if any not related (State relationship)

Name of Person consenting if Groom is a Minor _____ (Parent or Guardian)

Name of Person consenting if Bride is a Minor _____ (Parent or Guardian)

(Signed) Robert Nathan Morris (Must be one of the contracting parties) Applicant

Queenstown, Md. Street and Number or R F D Address

Sworn to and subscribed before me this 13 day of August A. D., 1955 at 11:09 o'clock A M.

T. Sanders Pippin
Clerk of the Circuit Court for Queen Anne's County

License issued on the 20 day of August A. D., 1955, at 0:35 o'clock A M.

Clerk's Certificate of Minister's Marriage Return

On the 20th day of Aug 1955 the above-named parties were united in marriage at Church Hill Maryland by Donald O. Clendaniel (Name of officiating Minister)

Church Hill Maryland (Address of Minister) Elder Methodist Church (Title and Church or Office)

I HEREBY CERTIFY that the foregoing Clerk's Certification is correctly executed from a Marriage Return filed in this office on 8/23 19 55, under authority of License No. 634

T. Sanders Pippin
Signature—Clerk of the Court

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber TSP 2, folio 663, a Marriage Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 23rd day of January, 1989.

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

DEFENDANT'S EXHIBIT 77 1-2389

LIBER 20 PAGE 420

ROBERT NATHAN MORRIS Plaintiff	:	IN THE CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY, MD
ERMA ANNE LARRIMORE MORRIS Defendant	:	CIVIL NO. 87-01219

::::::::::::::::::::

JUDGMENT OF DIVORCE

This matter coming on for hearing before the Court on January 23, 1989, and the Court having read the pleadings as filed, together with the exhibits, heard testimony from both parties, a testimony from a corroborating witness, and statement from counsel, and considered all matters, it is therefore ADJUDGED, ORDERED AND DECREED, by the Circuit Court for Queen Anne's County, Maryland, this 16th day of February, A.D., in the year one thousand nine hundred and eighty-nine, as follows:

(1) An Absolute Judgment of Divorce is hereby granted the Plaintiff, Robert Nathan Morris, from the Defendant, Erma Anne Larrimore Morris.

(2) The jointly owned property of the Parties, including all real estate (the premises inhabited by the Plaintiff, Liber No. 14, folio 11, and the premises inhabited by the Defendant's mother, Liber No. 250, folio 893, both Land Record Books for Queen Anne's County), and such personal estate as has not been amicably divided by the Parties hereto, is hereby ordered to be sold, subject to the following:

(a) The Defendant's collection of bells now

in the home occupied by the Plaintiff is awarded to her, and the Plaintiff is directed to forthwith deliver same to her.

(b) The Plaintiff is directed to forthwith deliver to Tracy (son of the Parties) the oil portrait of him.

(3) In selling the properties of the Parties, the Trustee, hereinafter named, shall proceed in accordance with the provisions of Rule BR as set forth in the Maryland Rules of Practice and Procedure. After ratification in accordance with Rule BR6, From the proceeds of the sales of the properties of the Parties, the Trustee shall first pay all expenses connected therewith (including but not limited to Trustee's commissions and other like expenses of the sales), and all balances due occasioned by any Mortgage, Deed of Trust or income tax accounts (both State and Federal) in order that any purchaser(s) of the properties shall obtain a free and marketable title to same. Trustee shall further pay unto the Defendant the sum of Two Thousand Dollars ($2,000.00) as a reimbursement to her for one-half of the value of a Buick automobile (jointly owned but disposed of by Plaintiff prior hereto). He shall still further pay unto the Defendant one-half of all mortgage installments and automobile insurance payments advanced by the Defendant for the benefit of the Plaintiff from the date of the separation of the Parties, i.e., June, 1987. The remaining balance of the proceeds from said sales shall be divided equally between the Parties.

(4) Walter W. Claggett, Attorney at Law, Easton,

Maryland, is hereby appointed Trustee to make sale of the properties of the Parties hereto, in accordance with the above, after first filing a nominal bond, $1300.00 CP conditioned on the approval of the Court.

(5) Court costs for this proceeding are to be equally divided between the Parties.

JUDGE

APPROVED as to form and substance:

Robert Nathan Morris - Plaintiff
Date: 3/10/88

Erma Anne Larrimore Morris
Defendant
Date: 3-6-88

ROBERT NATHAN MORRIS Plaintiff	:	IN THE CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY, MD.
ERMA ANNE LARRIMORE MORRIS Defendant	:	CIVIL NO. 87-01219

::::::::::::::::::::

BOND OF TRUSTEE

KNOW ALL MEN BY THESE PRESENTS: That I, Walter W. Claggett, of Easton, Talbot County, State of Maryland, as Principal, and Robert Nathan Morris, of Queen Anne's County, State of Maryland, and Erma Anne Larrimore Morris, of Talbot County, State of Maryland, as Sureties, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirteen Thousand Dollars ($13,000.00) current money, to be paid to the said State or its attorneys, for which payment, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, personal representatives and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 9th day of March, in the year of our Lord one thousand nine hundred and eighty-nine.

WHEREAS, THE ABOVE BOUNDED, Walter W. Claggett, by virtue of a Judgment and Decree of the Circuit Court for Queen Anne's County, Maryland, dated February 16, 1989, has been appointed Trustee in the proceedings in the case entitled: Robert Nathan Morris, Plaintiff, vs. Erma Anne Larrimore Morris,

RECEIVED
CLERK, CIRCUIT COURT
1989 MAR 13 AM 9:18
QUEEN ANNE'S COUNTY

Defendant, now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the bounden Walter W. Claggett does and shall well and faithfully perform the trust reposed in him by said Judgment and Decree, or that may be reposed in him by any future Decree or Order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:

Frances H. Bent — Walter W. Claggett (SEAL)
Walter W. Claggett - Principal

Frances H. Bent — Robert Nathan Morris (SEAL)
Robert Nathan Morris - Surety

Frances H. Bent — Erma Anne Larrimore Morris (SEAL)
Erma Anne Larrimore Morris - Surety

BOND APPROVED THIS 13th DAY OF March, 1989.

JUDGE

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 281, 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 21st day of April, 1989.

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

ROBERT NATHAN MORRIS Plaintiff	:	IN THE CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY, MD.
ERMA ANNE LARRIMORE MORRIS Defendant	:	CIVIL NO. 87-01219

::::::::::::::::::::

REPORT OF SALE - PARCEL NO. 1

The Report of Sale of Walter W. Claggett, Trustee in the proceeding in the cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his duties as set forth in an Order of this Court in this proceeding dated February 16, 1989, and having given notice of the time, place, manner and terms of the sale, by advertisement in The Star Democrat, a daily newspaper published in Talbot County, Maryland, but with wide and substantial circulation in Queen Anne's County, for more than three successive weeks preceeding the sale, and further, by advertisement in the Queen Anne Record Observer, a weekly newspaper printed in Talbot County by Chesapeake Publishing Corporation (also publishers and printers of The Star Democrat), for more than two successive weeks preceeding the sale, said Trustee did, pursuant to said notice, on April 8, 1989, at twelve o'clock, noon, or shortly thereafter, attend at the premises, and the Auctioneer, after reading the entire advertisement to those in attendance, they being an estimated 75 to 100 persons, asked for an opening bid. He cried, pleaded, and

finally received an opening bid of $20,000.00. The Auctioneer, after interval bids of $1,000.00 and finally at intervals of $500.00, received a final bid for $47,000.00.

The bidding was between two persons only, one being the ultimate purchaser. At the time of the bidding, the two bidders indicated that they would go no higher than $47,000.00 for Parcel No. 1; thereafter, following conversation with both the Plaintiff and the Defendant, the Trustee, exercising his reservation of the right to reject any and all bids as previously communicated to those present, had the Auctioneer announce to those assembled that the Trustee would not accept the last bid of $47,000.00.

That following the sale of Parcel No. 2 reported herein, the high bidder of Parcel No. 1 came to the Trustee and said that he would raise his bid for Parcel No. 1 to $50,000.00. The Trustees conferred with the parties to this proceeding, and both agreed to accept the bid for Parcel No. 1 for the sum of $50,000.00.

The property was sold for said sum of Fifty Thousand Dollars ($50,000.00) to:

MARIO D. FENYO and SANDRA B. FENYO, his wife
5215 Morris Avenue - Apartment 208
Suitland, MD 20746

Attached hereto are Certifications of Publication from The Star Democrat and Record Observer, together with Affidavit

of Purchaser, pursuant to Rule BR6-3 of the Maryland Rules of Procedure.

Walter W. Claggett
Walter W. Claggett, Trustee

STATE OF MARYLAND, TALBOT COUNTY, to wit:

I HEREBY CERTIFY, That on this 18th day of April, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared WALTER W. CLAGGETT, Trustee, and made oath that the facts stated in the aforegoing Report of Sale - Parcel No. 1 are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal the date above written.

Frances H. Bent
NOTARY PUBLIC

FRANCES H. BENT NOTARY PUBLIC TALBOT CO., MARYLAND

My Commission Expires:
July 1, 1990

ROBERT NATHAN MORRIS Plaintiff	:	IN THE CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY, MD.
ERMA ANNE LARRIMORE MORRIS Defendant	:	CIVIL NO. 87-01219

::::::::::::::::::::

AFFIDAVIT BY PURCHASER

PURSUANT TO RULE BR6(3) OF MARYLAND RULES OF PROCEDURE

STATE OF MARYLAND, COUNTY OF TALBOT, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared

MARIO D. FENYO and SANDRA B. FENYO, his wife,

and made oath in due form of law that he/she/they/it attended the public sale held herein on property in Queenstown, Queen Anne's County, the subject of these proceedings, which sale was held on April 8, 1989, pursuant to the terms of the said Decree of Court; that the undersigned was the purchaser of Parcel No. 1 as same appeared in the public advertisement; and that to the best of his/her/their/its information, knowledge, and belief:

(1) The Bid was made by him/her/them/it as principal(s);
(2) The property was bought by him/her/them/it as principal(s);
(3) That he/she/they/it did not directly or indirectly discourage anyone from bidding on said property.

Mrs. Sandra B. Fenyo — Mario D. Fenyo
Sandra B. Fenyo — Mario D. Fenyo

SUBSCRIBED and SWORN to before me this 8th day of April, 1989.

Frances H. Bent
NOTARY PUBLIC

NOTARY PUBLIC TALBOT CO., MARYLAND

My Commission Expires:
July 1, 1990

RECEIVED
CLERK CIRCUIT COURT
1989 APR 19 AM 10: 29
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 430

STATE OF MARYLAND, COUNTY OF TALBOT, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared

ANNE LARRIMORE MORRIS

and made oath in due form of law that he/she/they/it attended the public sale held herein on property in Queenstown, Queen Anne's County, the subject of these proceedings, which sale was held on April 8, 1989, pursuant to the terms of the said Decree of Court; that the undersigned was the purchaser of Parcel No. 2 as same appeared in the public advertisement; and that to the best of his/her/their/its information, knowledge, and belief:

(1) The Bid was made by him/her/them/it as principal(s);
(2) The property was bought by him/her/them/it as principal(s);
(3) That he/she/they/it did not directly or indirectly discourage anyone from bidding on said property.

Anne Larrimore Morris
Anne Larrimore Morris

SUBSCRIBED and SWORN to before me this 8th day of April, 1989.

Frances H. Bent
NOTARY PUBLIC

FRANCES H. BENT NOTARY PUBLIC TALBOT CO., MARYLAND

My Commission Expires:
July 1, 1990

LIBER 20 PAGE 431

Office Of

The Star-Democrat
Easton, Md.

This is to certify that the annexed

Notice

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 March 1989
and the last insertion on the
5th day of April 1989

Chesapeake Publishing Corporation
Publishers of **The Star-Democrat**

Per Joyce P. Hubbard
CLERK, CIRCUIT COURT

1989 APR 19 AM 10: 29
QUEEN ANNE'S COUNTY

TRUSTEE'S SALES
OF
VALUABLE RESIDENTIAL
PROPERTY
TWO (2) SEPARATE PARCELS
BOTH LOCATED ON
THE WEST SIDE OF
EMBERT AVENUE
IN THE TOWN OF QUEENSTOWN
QUEEN ANNE'S COUNTY
(Both properties are posted with "FOR SALE" Signs

Pursuant to the power and authority contained in a Decree of the Circuit Court for Queen Anne's County dated February 16, 1989, in a proceeding therein pending, the same being Civil No. 87-01219, the undersigend Trustee will offer for sale at a public auction on

SATURDAY, April 8, 1989
AT TWELVE O'CLOCK, NOON, D.S.T.
ON THE RESPECTIVE PREMISES

the following described real estate:

PARCEL NO. 1

This lot fronts on the west side of Embert Avenue. The lot measures approximately 66 feet on the west side of said Avenue and extends westwardly an equal width of approximately 100 feet. The lot is improved by a one story frame dwelling with a single car detached garage to the rear of the lot. The dwelling contains a large panaled living room, two bedrooms, full bath, kitchen, and combination utility room and pantry. For a more particular description of this lot, see Liber C.W.C. No. 14, folio 11, Land Record Book for Queen Anne's County, Maryland.

This particular property is currently used as a residential property; however, it is located in a commercial zoned area on Embert Avenue. The property is serviced by all town utilities.

PARCEL NO. 2

This lot fronts on the west side of Embert Avenue. The lot measures approximately 56 feet on the west side of said Avenue and extends westwardly an equal width of approximately 200 feet. The lot is improved by a one story frame dwelling with a single car detached garage to the rear of the lot. The dwelling contains a living room, small dining room, two bedrooms, full bath, and modern kitchen. For a more particular description of this lot, See Liber M.W.M. No. 250, folio 893, Land Record Book for Queen Anne's County, Maryland.

This residential property is serviced by all town utilities, and faces "Bowlingly Manor."

DISCLAIMER OF WARRANTIES

These properties, and any and all improvements thereon, are sold strictly "as is" and the Trustee makes no representation or warranties whatsoever with respect thereto. The Trustee believes that all of the statements and representations made herein are substantially true and correct but does not assume any responsibility or liability for the accuracy thereof. Prospective purchasers are urged to inspect the property and to form their own conclusions with respect to all facts relating to the same.

MANNER OF SALE

THE PROPERTIES WILL BE SOLD SEPARATELY. Parcel No. 1 will be sold first, followed by the sale of Parcel No. 2, as the properties are located within a short distance of one another. The Trustee reserves the right to accept the bids which appear most beneficial and also reserves the right to reject any and all bids.

TITLE MATTERS

The property will be sold subject to such easements, conditions, restrictions, assessments and other matters of record, if any there be, as may affect the same. The properties will be transferred to the purchaser or purchasers free and clear of any liens or encumbrances. Conveyance will be by Trustee's Deed in the customary form, containing no covenants of title.

TERMS OF SALE

At the tima and place of sela, tha purchaser or purchasars shell execute the Affidevit required undar tha provisions of Rula BR6 (3) of the Marylend Rules of Procedure and will further be required to deposit with tha Trustee by certified or ceshier's check tha sum of Six Thousand Dollars ($6,000.00) of the amount bid for tha respectiva proparty so bargainad to be purchesed. The antire balance of the purchasa prica shall ba paid by certified or cashier's check, at settlement, which will take placa no later than thirty (30) days after final ratification of the sale by tha Circuit Court for Queen Anne's County, Meryland, unless tima for settlement is axtended by tha Trustee, in his sola judgment and discretion, for good ceusa shown. In the event bidder does not sattla as required herein, the deposit es aforeseid, at tha option of tha Trustea, may ba forfeited and tha proparty re-advertised for sala at biddar' expansa. Tha cradit portion of tha purchesa monay is to ba secured by an interast bearing Promissory Nota of tha purchaser or purchasers, at the rata of 12% par ennum, which shall be due and payable on date of settlement. TIME SHALL BE OF THE ESSENCE.

Settlament shall ba at a time and place mutually agreeable between the purchaser or purchasers and the Trustee. Possession of the respective properties shall be given at time of settlement. Real estate taxes end other public charges assessed on an annual or other regular periodic basis shall be opportioned and adjusted to date of settlement. Purchasers shall beer the antira cost of titla examination, convayancing, Steta documentary stamps, Stata transfer tax, County transfer tax (if any), and any other costs connected with tha racording of tha respactiva documents.

INSPECTION OF PROPERTY

The propertias may be inspected betwaen tha hours of 10:00 A.M. and noon on day of sela, and additional information concerning said property may be obtained by contacting tha undarsigned Trusteo.

WALTER W. CLAGGETT, TRUSTEE
Masonic Building
114 N. Washington Street
Easton, MD 21601
Telaphone: 301-822-1540

James C. Andrew, Auctionaar
C663-22,29,4-5

ES.J 0389

Centreville, Md. April 5 1989

We Hereby Certify

That the annexed advertisement of

Trustee's Sales

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 2 successive weeks before the 8 day of April 1989. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 29 day of March 1989, and the last insertion on the 5 day of April 1989.

Publishers, Record Observer

Per Diane Rossano
CLERK, CIRCUIT COURT

1989 APR 19 AM 10: 29
QUEEN ANNE'S COUNTY

TRUSTEE'S SALES OF VALUABLE RESIDENTIAL PROPERTY TWO (2) SEPARATE PARCELS BOTH LOCATED ON THE WEST SIDE OF EMBERT AVENUE IN THE TOWN OF QUEENSTOWN QUEEN ANNE'S COUNTY

(Both properties are posted with "FOR SALE" Signs

Pursuant to the power and authority contained in a Decree of the Circuit Court for Queen Anne's County dated February 16, 1989, in a proceeding therein pending, the same being Civil No. 87-01219, the undersigned Trustee will offer for sale at a public auction on

SATURDAY, April 8, 1989
AT TWELVE O'CLOCK, NOON, D.S.T.
ON THE RESPECTIVE PREMISES

the following described real estate:

PARCEL NO. 1

This lot fronts on the west side of Embert Avenue. The lot measures approximately 66 feet on the west side of said Avenue and extends westwardly an equal width of approximately 100 feet. The lot is improved by a one story frame dwelling with a single car detached garage to the rear of the lot. The dwelling contains a large paneled living room, two bedrooms, full bath, kitchen, and combination utility room and pantry. For a more particular description of this lot, see Liber C.W.C. No. 14, folio 11, Land Record Book for Queen Anne's County, Maryland.

This particular property is currently used as a residential property; however, it is located in a commercial zoned area on Embert Avenue. The property is serviced by all town utilities.

PARCEL NO. 2

This lot fronts on the west side of Embert Avenue. The lot measures approximately 56 feet on the west side of said Avenue and extends westwardly an equal width of approximately 200 feet. The lot is improved by a one-story frame dwelling with a single car detached garage to the rear of the lot. The dwelling contains a living room, small dining room, two bedrooms, full bath, and modern kitchen. For a more particular description of this lot, See Liber M.W.M. No. 250, folio 893, Land Record Book for Queen Anne's County, Maryland.

This residential property is serviced by all town utilities, and faces "Bowlingly Manor."

DISCLAIMER OF WARRANTIES

These properties, and any and all improvements thereon, are sold strictly "as is" and the Trustee makes no representation or warranties whatsoever with respect thereto. The Trustee believes that all of the statements and representations made herein are substantially true and correct but does not assume any responsibility or liability for the accuracy thereof. Prospective purchasers are urged to inspect the property and to form their own conclusions with respect to all facts relating to the same.

MANNER OF SALE

THE PROPERTIES WILL BE SOLD SEPARATELY. Parcel No. 1 will be sold first, followed by the sale of Parcel No. 2, as the properties are located within a short distance of one another. The Trustee reserves the right to accept the bids which appear most beneficial and also reserves the right to reject any and all bids.

TITLE MATTERS

The property will be sold subject to such easements, conditions, restrictions, assessments and other matters of record, if any there be, as may affect the same. The properties will be transferred to the purchaser or purchasers free and clear of any liens or encumbrances. Conveyance will be by Trustee's Deed in the customary form, containing no covenants of title.

TERMS OF SALE

At the time and place of sale, the purchaser or purchasers shall execute the Affidavit required under the provisions of Rule BR6 (3) of the Maryland Rules of Procedure and will further be required to deposit with the Trustee by certified or cashier's check the sum of Six Thousand Dollars ($6,000.00) of the amount bid for the respective property so bargained to be purchased. The entire balance of the purchase price shall be paid by certified or cashier's check, at settlement, which will take place no later than thirty (30) days after final ratification of the sale by the Circuit Court for Queen Anne's County, Maryland, unless time for settlement is extended by the Trustee, in his sole judgment and discretion, for good cause shown. In the event bidder does not settle as required herein, the deposit as aforesaid, at the option of the Trustee, may be forfeited and the property re-advertised for sale at bidder' expense. The credit portion of the purchase money is to be secured by an interest bearing Promissory Note of the purchaser or purchasers, at the rate of 12% per annum, which shall be due and payable on date of settlement. TIME SHALL BE OF THE ESSENCE.

Settlement shall be at a time and place mutually agreeable between the purchaser or purchasers and the Trustee. Possession of the respective properties shall be given at time of settlement. Real estate taxes and other public charges assessed on an annual or other regular periodic basis shall be apportioned and adjusted to date of settlement. Purchasers shall bear the entire cost of title examination, conveyancing, State documentary stamps, State transfer tax, County transfer tax (if any), and any other costs connected with the recording of the respective documents.

INSPECTION OF PROPERTY

The properties may be inspected between the hours of 10:00 A.M. and noon on day of sale, and additional information concerning said property may be obtained by contacting the undersigned Trustee.

WALTER W. CLAGGETT, TRUSTEE
Masonic Building
114 N. Washington Street
Easton, MD 21601
Telephone: 301-822-1540
James C. Andrew, Auctioneer

C663-22,29,4-5

LIBER 20 PAGE 435

ROBERT NATHAN MORRIS Plaintiff	:	IN THE CIRCUIT COURT FOR
vs.	:	QUEEN ANNE'S COUNTY, MD.
ERMA ANNE LARRIMORE MORRIS Defendant	:	CIVIL NO. 87-01219

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REPORT OF SALE - PARCEL NO. 2

The Report of Sale of Walter W. Claggett, Trustee in the proceeding in the cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his duties as set forth in an Order of this Court in this proceeding dated February 16, 1989, and having given notice of the time, place, manner and terms of the sale, by advertisement in The Star Democrat, a daily newspaper published in Talbot County, Maryland, but with wide and substantial circulation in Queen Anne's County, for more than three successive weeks preceeding the sale, and further, by advertisement in the Queen Anne Record Observer, a weekly newspaper printed in Talbot County by Chesapeake Publishing Corporation (also publishers and printers of The Star Democrat), for more than two successive weeks preceeding the sale, said Trustee did, pursuant to said notice, on April 8, 1989, at twelve o'clock, noon, or shortly thereafter, attend at the premises, and after the Auctioneer had cried the sale for fully fifteen (15) to twenty (20) minutes to those attending said sale, and then and there sold Parcel No. 2 as same appears in the advertisement as described and set forth in the Certificates

of Publication, to:

ANNE LARRIMORE MORRIS
Route 1, Box 129
Queen Anne, MD 21657

at a price of Seventy-two Thousand Dollars ($72,000.00).

Attached hereto are photocopies of Certifications of Publication from The Star Democrat and Record Observer, together with Affidavit of Purchaser, pursuant to Rule BR6-3 of the Maryland Rules of Procedure.

Walter W. Claggett
Walter W. Claggett, Trustee

STATE OF MARYLAND, TALBOT COUNTY, to wit:

I HEREBY CERTIFY, That on this 18th day of April, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared WALTER W. CLAGGETT, Trustee, and made oath that the facts stated in the aforegoing Report of Sale - Parcel No. 2 are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal the date above written.

Frances H. Bent
NOTARY PUBLIC

FRANCES H. BENT NOTARY PUBLIC TALBOT CO., MARYLAND

My Commission Expires:
July 1, 1990

LIBER 20 PAGE 437

C O P Y - ORIGINAL OF PURCHASER'S AFFIDAVIT ATTACHED TO REPORT OF SALE FOR PARCEL NO. 1

STATE OF MARYLAND, COUNTY OF TALBOT, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared

ANNE LARRIMORE MORRIS

and made oath in due form of law that he/she/they/it attended the public sale held herein on property in Queenstown, Queen Anne's County, the subject of these proceedings, which sale was held on April 8, 1989, pursuant to the terms of the said Decree of Court; that the undersigned was the purchaser of Parcel No. 2 as same appeared in the public advertisement; and that to the best of his/her/their/its information, knowledge, and belief:

(1) The Bid was made by him/her/them/it as principal(s);
(2) The property was bought by him/her/them/it as principal(s);
(3) That he/she/they/it did not directly or indirectly discourage anyone from bidding on said property.

Anne Larrimore Morris

SUBSCRIBED and SWORN to before me this 8th day of April, 1989.

Frances H. Bent
NOTARY PUBLIC

FRANCES H. BENT NOTARY PUBLIC TALBOT CO., MARYLAND

My Commission Expires:
July 1, 1990

RECEIVED
CLERK, CIRCUIT COURT
1989 APR 19 AM 10: 29
QUEEN ANNE'S COUNTY

Office Of

LIBER 20 PAGE 438

The Star-Democrat
Easton, Md.

This is to certify that the annexed

Notice

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 March 1989 and the last insertion on the 5th day of April 1989

Chesapeake Publishing Corporation
Publishers of **The Star-Democrat**

Per Joyce E. Hanbud

1989 APR 19 AM 10 29
QUEEN ANNE'S COUNTY

TRUSTEE'S SALES
OF
VALUABLE RESIDENTIAL PROPERTY
TWO (2) SEPARATE PARCELS
BOTH LOCATED ON
THE WEST SIDE OF
EMBERT AVENUE
IN THE TOWN OF QUEENSTOWN
QUEEN ANNE's COUNTY
(Both properties are posted with "FOR SALE" Signs

Pursuant to the power and authority contained in a Decree of the Circuit Court for Queen Anne's County dated February 16, 1989, in a proceeding therein pending, the same being Civil No. 87-01219, the undersigend Trustee will offer for sale at a public auction on

SATURDAY, April 8, 1989
AT TWELVE O'CLOCK, NOON, D.S.T.
ON THE RESPECTIVE PREMISES

the following described real estate:

PARCEL NO. 1

This lot fronts on the west side of Embert Avenue. The lot measures approximately 66 feet on the west side of said Avenue and extends westwardly an equal width of approximately 100 feet. The lot is improved by a one story frame dwelling with a single car detached garage to the rear of the lot. The dwelling contains a large panaled living room, two bedrooms, full bath, kitchen, and combination utility room and pantry. For a more particular description of this lot, see Liber C.W.C. No. 14, folio 11, Land Record Book for Queen Anne's County, Maryland.
This particular property is currently used as a residential property; however, it is located in a commercial zoned area on Embert Avenue. The property is serviced by all town utilities.

PARCEL NO. 2

This lot fronts on the west side of Embert Avenue. The lot measures approximately 56 feet on the west side of said Avenue and extends westwardly an equal width of approximately 200 feet. The lot is improved by a one story frame dwelling with a single car detached garage to the rear of the lot. The dwelling contains a living room, small dining room, two bedrooms, full bath, and modern kitchen. For a more particular description of this lot, See Liber M.W.M. No. 250, folio 893, Land Record Book for Queen Anne's County, Maryland.
This residential property is serviced by all town utilities, and faces "Bowlingly Manor."

DISCLAIMER OF WARRANTIES

These properties, and any and all improvements thereon, are sold strictly "as is" and the Trustee makes no representation or warranties whatsoever with respect thereto. The Trustee believes that all of the statements and representations made herein are substantially true and correct but does not assume any responsibility or liability for the accuracy thereof. Prospective purchasers are urged to inspect the property and to form their own conclusions with respect to all facts relating to the same.

MANNER OF SALE

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TITLE MATTERS

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Settlement shall be at a time and place mutually agreeable between the purchaser or purchasers and the Trustee. Possession of the respective properties shall be given at time of settlement. Real estate taxes and other public charges assessed on an annual or other regular periodic basis shall be apportioned and adjusted to date of settlement. Purchasers shall bear the entire cost of title examination, conveyancing, State documentary stamps, State transfer tax, County transfer tax (if any), and any other costs connected with the recording of the respective documents.

INSPECTION OF PROPERTY

The properties may be inspected between the hours of 10:00 A.M. and noon on day of sale, and additional information concerning said property may be obtained by contacting the undersigned Trustee.

WALTER W. CLAGGETT, TRUSTEE
Masonic Building
114 N. Washington Street
Easton, MD 21601
Telephone: 301-822-1540
James C. Andrew, Auctioneer

C663 22,29,4 5

Centreville, Md. April 5 1989

We Hereby Certify

That the annexed advertisement of

Trustee's Sales

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 2 successive weeks before the 8 day of April 1989. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 21 day of March 1989, and the last insertion on the 5 day of April 1989.

Publishers, Record Observer

Per [illegible]

RECEIVED
CLERK, CIRCUIT COURT
1989 APR 19 AM 10: 29
QUEEN ANNE'S COUNTY

TRUSTEE'S SALES OF VALUABLE RESIDENTIAL PROPERTY TWO (2) SEPARATE PARCELS BOTH LOCATED ON THE WEST SIDE OF EMBERT AVENUE IN THE TOWN OF QUEENSTOWN QUEEN ANNE'S COUNTY

(Both properties are posted with "FOR SALE" Signs

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SATURDAY, April 8, 1989
AT TWELVE O'CLOCK, NOON, D.S.T.
ON THE RESPECTIVE PREMISES

the following described real estate:

PARCEL NO. 1

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This particular property is currently used as a residential property; however, it is located in a commercial zonad area on Embert Avenue. The property is serviced by all town utilties.

PARCEL NO. 2

This lot fronts on the west side of Embert Avenue. The lot measures approximately 56 feet on the west side of said Avenue and extends westwardly an equal width of approximately 200 feet. The lot is improved by a one story frame dwelling with a single car detached garage to the rear of the lot. The dwelling contains a living room, small dining room, two bedrooms, full bath, and modern kitchen. For a more particular description of this lot, See Liber M.W.M. No. 250, folio 893, Land Record Book for Queen Anne's County, Maryland.

This residential property is serviced by all town utilities, and faces "Bowlingly Manor."

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MANNER OF SALE

THE PROPERTIES WILL BE SOLD SEPARATELY. Parcel No. 1 will be sold first, followed by the sale of Parcel No. 2, as the properties are located within a short distance of one another. The Trustee reserves the right to accept the bids which appear most beneficial and also reserves the right to reject any and all bids.

TITLE MATTERS

The property will be sold subject to such easements, conditions, restrictions, essessments end other metters of record, if eny thare be, es mey affect the same. The properties will be transferred to the purchasar or purchasers frea and clear of eny liens or encumbrances. Conveyance will be by Trustee's Deed in tha customary form, containing no covenants of title.

TERMS OF SALE

At the time and place of sale, the purcheser or purchasers shell execute the Affidevit required under the provisions of Rule BR6 (3) of the Maryland Rules of Procedura and will further ba required to deposit with the Trustee by certified or cashier's check the sum of Six Thousand Dollars ($6,000.00) of the amount bid for tha respectiva property so bargained to be purchesed. Tha entire balance of the purchase price shall be paid by certified or cashier's check, at settlemant, which will taka plece no later than thirty (30) days after final ratification of the sale by the Circuit Court for Queen Anne's County, Meryland, unless time for settlement is extanded by the Trustea, in his sole judgment end discretion, for good cause shown. In the event bidder does not settle es required herain, the deposit as aforesaid, et the option of the Trustee, may be forfeited and the property re-advertised for sale at bidder' expense. The credit portion of the purchase money is to be secured by an interest bearing Promissory Note of the purchaser or purchasers, at the rata of 12% par ennum, which shall be due and payabla on date of settlement. TIME SHALL BE OF THE ESSENCE.

Settlement shall ba at a time and placa mutually agreeable between the purchasar or purchasers and the Trustee. Possession of the respective properties shell be given at tima of settlement. Real estate taxes and other public charges assessed on an anhual or other regular periodic basis shall be opportioned and adjusted to date of settlemant. Purchasers shall bear the entire cost of title examination, conveyancing, State documentary stamps, State transfer tax, County transfer tax (if any), and any other costs connected with the recording of the respective documents.

INSPECTION OF PROPERTY

The properties may be inspected betwean tha hours of 10:00 A.M. and noon on day of sale, and additionel information concerning said property may be obtained by contacting the undersigned Trustee.

WALTER W. CLAGGETT, TRUSTEE
Masonic Building
114 N. Washington Street
Easton, MD 21601
Telephone: 301-822-1540

James C. Andrew, Auctioneer

C663 22,29,4 5

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT NATHAN MORRIS

vs.

ERMA ANNE LARRIMORE MORRIS

Civil No. 87-01219

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 19th day of April, 1989 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: April 19, 1989

Centreville, Md. 23 May 19 89

We Hereby Certify

That the annexed advertisement of

Legal Notice

was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 19th day of May 1989. And that the first insertion of said advertisement in the said RECORD OBSERVER/~~[illegible]~~ ~~[illegible]~~ was on the 26th day of April 1989, and the last insertion on the 10th day of May 1989.

Publishers, Record Observer

Per Joyce P. Hubbard

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
ROBERT NATHAN MORRIS
VS.
ERMA ANNE LARRIMORE MORRIS
Civil No. B7-01219

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 19th day of April, 1989 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.

Merguerite W. Menkin, Clerk
True Copy, Test:
Merguerite W. Menkin, Clerk
By: Betty M. Comegys, Deputy Clerk

Filed: April 19, 1989

RO-4-26-3t-065

ROBERT NATHAN MORRIS Plaintiff	:	IN THE CIRCUIT COURT FOR
VS.	:	QUEEN ANNE'S COUNTY, MD.
ERMA ANNE LARRIMORE MORRIS Defendant	:	CIVIL NO. 87-01219

::::::::::::::::::::::

DECLARATION, WAIVER AND CONSENT

The undersigned, Plaintiff and Defendant, in the above entitled proceeding, by this instrument, each do declare and waive and accept the following items and matters in reference to said proceeding, and do further consent as set forth herein:

(1) That the advertisement of the sales of the two properties, the subject of this proceeding and which properties were sold pursuant to a printed and published advertisement in the "Star Democrat" and "The Record Observer," all discrepancies, irregularities, defects or improprieties appearing thereto as far as the length of time and place of the printing and publication or any other matters are waived, and we do consent and declare that said publications and the Notice of Sale are and were satisfactory to us both.

(2) That the sales of the two properties as conducted and reported by the Trustee were satisfactory, and we both consent to same and request this Court to ratify said sales.

(3) That we waive any right or requirement that the Report of the Trustee as to the income and expenditure of

expenses connected or pertaining to this proceeding need be referred to the Court Auditor, declaring ourselves fully satisfied.

Respectfully submitted,

Robert Nathan Morris

Robert Nathan Morris

Erma Anne Larrimore Morris

Erma Anne Larrimore Morris

Walter W. Claggett

Walter W. Claggett - Trustee

THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

ROBERT NATHAN MORRIS Plaintiff	:	
v.	:	Civil 87-01219
ERMA ANNE LARRIMORE MORRIS Defendant	:	

: : : : :

FINAL RATIFICATION OF SALE

The Court being satisfied that the sale in the above action was fairly and properly made, no exceptions having been filed to the Report of Sale within the time limited by the published Notice of the Clerk of this Court, and the parties having expressly waived any objection and consented to this Order, it is ORDERED this 19th day of June, 1989, that:

1. The Report of Sale is hereby finally ratified.

2. In view of the waiver filed by the parties, the action will not be referred to the Auditor (Rule BR6 B 5).

3. The costs shall be equally divided between the parties.

JUDGE

LIBER 20 PAGE 417

WALTER W. CLAGGETT
ATTORNEY AT LAW
P. O. BOX 773
MASONIC BUILDING
EASTON, MARYLAND 21601
TELEPHONE (301) 822-1540

September 25, 1989

Clerk of the Circuit Court for
Queen Anne's County
Court House
Centreville, MD 21617

Re: Morris vs. Morris
Civil No. 87-01219

Attention: Betty

Dear Betty:

Confirming our telephone conversation concerning the court costs on the captioned, we will need the following court papers recorded:

(1) Judgment of Divorce and Order of Court
(2) Report of Sale for Parcel 1 and Parcel 2
(3) Affidavor of Purchasers - Parcel 1 and Parcel 2
(4) Notice regarding Ratification of Sale
(5) Declaration, Waiver and Consent
(6) Final Order of Ratification

Sincerely,

Walter W. Claggett

Walter W. Claggett

WWC/fhb

1989 SEP 26 PM 12:52
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 448

Claude D. Kruhm and John E. Nunn, III, Assignee 107 Court Street Chestertown, MD 21620 Plaintiffs	*	In the Circuit Court for
VS	*	Queen Anne's County, MD
George F. Kruhm, Sr. and Nancy L. Kruhm, his Wife Railroad Avenue Springfield, SC 29146 Defendants	*	CV No. 89-01783

****

ORDER TO DOCKET FORECLOSURE OF MORTGAGE

Madam Clerk:

Please docket the above-entitled cause of action, together with: (1) a certified copy of that Mortgage from George F. Kruhm, Sr. and Nancy L. Kruhm, his Wife, dated November 7, 1984, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber 222, Folio 37, attached hereto as Exhibit A; (2) Assignment of Mortgage between Claude D. Kruhm and John E. Nunn, III, attached hereto as Exhibit B; (3) Statement of Debt under oath by Claude D. Kruhm attached hereto as Exhibit C; and (4) Statement of Military Service Affidavit, being attached hereto as Exhibit D.

Attorney for Plaintiffs

CIVIL 8901783#
CIV FEES 80.00
CHECK/MO 80.00
#212120 C001 R00 T14:41
05/19/89

RECEIVED
CLERK, CIRCUIT COURT
1989 MAY 19 PM 2:42
QUEEN ANNE'S COUNTY

Law Offices
MOWELL, NUNN
& WADKOVSKY

Ex A

DOCUMENT NO. 120,060

MARYLAND MORTGAGE FEE: Counties: Code

Washington Law Reporter Form 81
1625 Eye St. N.W., Washington D.C. 20006

CLERK'S OFFICE
1984 NOV -7 AM 9:05
QUEEN ANNE'S COUNTY

This Mortgage

Made this 7 *day of* November *in the year one thousand nine hundred and* eighty-four *, by and between*

GEORGE F. KRUHM, SR., and NANCY L. KRUHM, his wife

parties of the first part, and

CLAUDE D. KRUHM,

NOV-7-84 * 21449 ****107.00
NOV-7-84 A 21449 *****97.00
NOV-7-84 A 21448 *****15.50

part y of the second part:

Whereas, the parties of the first part are justly and bona fide indebted unto the parties of the second part in the sum of Twenty-One Thousand and 00/100 ($21,000.00) Dollars, with interest from date at the rate of seven per centum (7.0%) per annum, said principal and interest to be paid as follows: One-fifth of the principal, ($4,200.00) is to be paid on the _____ day of November, 1985, together with the interest accrued on the unpaid principal and a like sum of $4,200.00 principal plus interest accrued is to be paid on the same day of each year thereafter until November 7, 1989, at which time the entire balance of the indebtedness is due and payable in full.

In the event of failure to pay one or more yearly installments of principal and/or interest as aforesaid, the whole of the remaining indebtedness shall immediately become due and payable at the option of the holder hereof.

Makers reserve the privilege of paying larger sums on account of principal at any time before default or maturity without pre-payment penalty.

A late charge of five percent (5.0%) of the payment, shall be made for payments delinquent for more than fifteen (15) days.

and wish to better secure the punctual payment of said note by the execution of this Mortgage, which was a condition precedent to the making of said note .

Now, this Mortgage Witnesseth, *that in consideration of the premises and of the sum of* $21,000.00 *the said parties of the first part do grant unto the said part y of the second part, in fee simple, all* that *piece or parcel of ground situate, lying and being in* Seventh District Queen Anne's *County, State of Maryland, and described as follows, to wit:*

BEING all that tract of land containing 49.475 acres, more or less, more particularly described as Tract 2 in Confirmatory Deed dated September 21, 1981, and recorded in Liber 202, folio 439, among the Land Records of Queen Annes County, from Howard L. Ferrell, et al, to the Mortgagors herein.

Said property is also shown as Parcel Three on a plat of survey entitled "Survey of the Lands of Claude D. Kruhm and part of the Lands of George F. Kruhm, Sr., which plat is referenced in Liber 202, folio 445, among the Land Records of Queens Anne County, Maryland.

[illegible] mailed to Claude D. Kruhm
[illegible]

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

To Have and to Hold *the aforesaid parcel of ground and premises unto and to the proper use and benefit of the part* y *of the second part* his *heirs and assigns forever.*

Provided, *that if the said* George F. Kruhm, Sr., and Nancy L. Kruhm, his wife, their *heirs, executors, administrators or assigns, shall pay or cause to be paid the aforesaid principal sum of* Twenty-One Thousand and 00/100----------($21,000.00)------ *Dollars* ($21,000.00) *with interest thereon as provided, and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.*

And *said part* ies *of the first part, covenant with the part* y *of the second part, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep all improvements insured against loss by fire and windstorm, and other hazard, casualties and contingencies for the benefit of the part* y *of the second part in such form as shall be satisfactory to the part* y *of the second part, and to deliver the policies and all renewal receipts to the part* y *of the second part; (3) to pay all ground rent, taxes, water and sewer charges, public dues and assessments of every kind for which the mortgaged property may become liable, when payable; (4) to permit, commit or suffer no waste, impairment or deterioration of said mortgaged property; (5) that the holder of this mortgage, and the note secured thereby, in any action to foreclosure, shall be entitled, without regard to the adequacy of any security for the debt, to court appointment of a receiver to collect the rents and profits of said mortgaged property and account therefor as the court may direct; (6) that should the title to the mortgaged property be acquired by any person, partnership, corporation, or otherwise, other than the part* ies *of the first part, or in any manner, without the written consent of the part* y *of the second part, or be encumbered without the written consent of the part* y *of the second part, then the whole of said principal indebtedness shall immediately become due and owing; (7) that the whole of said debt intended hereby to be secured shall become due and demandable if default in the payment of the indebtedness as provided by the note, or if default in the performance of any of the covenants or conditions herein contained, shall continue for* 30 *days.*

And *it is agreed that until default is made, the part* ies *of the first part may retain possession of the hereby mortgaged property.*

And *the said part* ies *of the first part hereby assent to the passage of a decree for the sale of the property hereby mortgaged, upon default as herein provided, and authorize the part* y *of the second part, or* he *duly authorized attorney or agent, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the power of sale herein conferred, shall be made pursuant to the provisions of the laws of Maryland and the Maryland Rules of Procedure, as amended or provided for at the time of such sale; and upon any such sale of the said mortgaged property the proceeds thereof shall be applied as follows: FIRST, to pay all proper costs and charges, including but not limited to court costs, advertising expenses, auctioneer's allowance, expenses, if any, required to correct any irregularities in the title, auditor's fee, attorney's fee, and all other expenses of sale incurred in and about the protection and execution of the security of this mortgage, and all moneys advanced for taxes, assessments, insurance, and with interest thereon at the same rate as on the principal indebtedness, due upon said land and premises at the time of sale, and a commission to the party making the sale 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; SECOND, to pay the whole amount then remaining unpaid of the indebtedness due the part* y *of the second part under this mortgage whether or not the same shall have matured, including interest thereon until final ratification of the auditor's account; to pay liens of record against said mortgaged property according to their priority of lien and to the extent that funds remaining are available; and LAST, to pay the proceeds, if any, to the part* ies *of the first part, or to whomever may be entitled to the same. One-half (½) of such commissions, all attorney's fees and all such expenses and costs shall be paid by the part* ies *of the first part in the event that the mortgage indebtedness shall be paid after any advertising of said property but before sale thereof.*

The *part* ies *of the first part covenant that* they *will warrant specially the property hereby mortgaged, and that* they *will execute such further assurances as may be requisite. All provisions of this instrument shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, personal representatives, successors and assigns. Whenever used herein and the context requires, the singular 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* has *received a fully executed agreement as to the contractual rate of interest relating to this transaction as required by Article 49 of the Annotated Code of Maryland, and a loan disclosure statement as required by law.*

Witness their *hands and seals.*

Mary Y. Gleason — George F. Kruhm, Sr. [SEAL]

Mary Gail Dailey — Nancy D. Kruhm [SEAL]

STATE OF ~~MARYLAND~~ SOUTH CAROLINA
COUNTY OF

On this 7 *day of* November, *19* 84, *before me, a Notary Public of* , *personally appeared* George F. Kruhm, Sr. and Nancy L. Kruhm, his wife, *known to be (or satisfactorily proven) to be the person* s *whose names* are *subscribed to the within Mortgage, and who acknowledged that* they *executed the same for the purposes therein contained. At the same time also personally appeared* Claude D. Kruhm,

the within-named Mortgagee , and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth; and that—

the amount of the loan which the foregoing Mortgage has been given to secure has paid over and disbursed by the party secured to the borrower or to the person [illegible] for the disbursement of funds in the closing transaction at a time no later than the [illegible] complete execution of the foregoing Mortgage. (Strike out if not applicable)

Witness *my hand and official seal.*

Geo F. Gleason
Notary Public

My commission expires:
11-8-89

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

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM 222, folio 37, a Land record book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 19th day of May, 1989.

Marguerite W. Mankin

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

EX. B

LIBER 20 PAGE 453

THIS ASSIGNMENT OF MORTGAGE, made this 12th day of May, 1989, between Claude D. Kruhm (hereinafter called "Assignor") and John E. Nunn, III (hereinafter called "Assignee").

RECITALS

George F. Kruhm, Sr. and Nancy L. Kruhm, his Wife, executed a Mortgage dated November 7, 1984, and recorded among the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. No. 222, Folio 37 ("Mortgage") to Claude D. Kruhm, Assignor, to secure the payment of a mortgage debt in the original principal sum of Twenty-one Thousand Dollars ($21,000.00).

Assignor, by this instrument, pursuant to Rule W78-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.

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 his right, title and interest in and to the aforesaid Mortgage and to all sums due and to become due thereunder, for the purpose of instituting and completing foreclosure proceedings with respect to said Mortgage which is now in default, and otherwise collecting all indebtedness due thereunder.

TO HAVE AND TO HOLD said Mortgage unto the Assignee, his heirs, personal representatives and assigns, absolutely for the purposes hereinabove specified.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Mortgage under seal the day and year first above written.

ATTEST:

John E. Nunn III

Claude D. Kruhm (SEAL)
Claude D. Kruhm

Law Offices
MOWELL, NUNN
& WADKOVSKY

LIBER 20 PAGE 151

Claude D. Kruhm and John E. Nunn, III, Assignee Plaintiffs	*	In the Circuit Court for
VS	*	Queen Anne's County, MD
George F. Kruhm, Sr. and Nancy L. Kruhm, his Wife Defendants	*	CV No. 89-01783

****

STATEMENT OF MORTGAGE DEBT

This Statement of Indebtedness under a Mortgage between George F. Kruhm, Sr. and Nancy L. Kruhm, his Wife, Grantors, and Claude D. Kruhm, Grantee, dated and recorded among the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. No. 222, Folio 37.

Beginning balance	$21,000.00
Payments on principal	0
Balance as of 5/7/89	28,749.00
Per diem	4.08

Claude D. Kruhm

Claude D. Kruhm

STATE OF MARYLAND, Howard COUNTY, to wit:

SUBSCRIBED AND SWORN to before me, a Notary Public of the State and County aforesaid.

Angela C. Elswick

My Commission Expires:
July 1, 1990

Law Offices
MOWELL, NUNN
& WADKOVSKY

ANGELA C. ELSWICK
NOTARY
PUBLIC
HOWARD COUNTY, MD.

RECEIVED
CLERK, CIRCUIT COURT
1989 MAY 19 PM 2:43
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 455

Exd

Claude D. Kruhm and John E. Nunn, III, Assignee Plaintiffs	*	In the Circuit Court for
VS	*	Queen Anne's County, MD
George F. Kruhm, Sr. and Nancy L. Kruhm, his Wife Defendants	*	CV No. 89-01783

****

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF KENT, to wit:

I, John E. Nunn, III, Esq., 107 Court Street, Chestertown, Maryland 21620, make oath that to the best of my knowledge, information and belief, the Defendants are not in the military service of the United States of America (or in the military service of any nation allied with the United States of America), and are not a member of the military reserves who has been ordered to report for military service.

(SEAL)
John E. Nunn, III, Affiant

Date: ~~April~~ May 19, 1989

SUBSCRIBED AND SWORN to before me, a Notary Public of the State of Maryland, County aforesaid.

Notary Public

NOTARY PUBLIC BASIL WADKOVSKY

My Commission Expires:
July 1, 1990

CLERK, CIR. CT.
1989 MAY 19 PM 2:43
QUEEN ANNE'S COUNTY

Law Offices
MOWELL, NUNN
& WADKOVSKY

LIBER 20 PAGE 456

LIBER 4 PAGE 294 BOND NO. L 9-54-84

KNOW ALL MEN BY THESE PRESENTS that we, JOHN E. NUNN, III, 107 Court Street, Chestertown, Maryland 21620, as Principal and The PEERLESS INSURANCE COMPANY, as Surety, are firmly bound unto the State of Maryland in the full and just sum of Twenty-Eight Thousand ($28,000.00) Dollars, to be paid to the said State and 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, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 6TH day of JULY, 1989.

WHEREAS, the above bounden John E. Nunn, III, by virtue of the power contained in a Mortgage from George F. Kruhm, Sr. and Nancy L. Kruhm, his wife, to Claude D. Kruhm, dated November 7, 1984 and recorded among the Land Records for Queen Anne's County, Maryland in Liber MWM No. 222, Folio 37, etc., and assigned to John E. Nunn, III, for the purpose of foreclosure and collection 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 John E. Nunn, III, does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF the above bounden John E. Nunn, III has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney in Fact, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

_____ _____ (SEAL)
John E. Nunn, III

PEERLESS INSURANCE COMPANY

_____ BY: _____
Attorney in Fact

CERTIFIED COPY OF
POWER OF ATTORNEY
ATTACHED

Law Offices
MOWELL, NUNN
& WADKOVSKY

1989 JUL -7 PM 3:33
QUEEN ANNE'S COUNTY

Surety Approved and Bond filed 7/7/89

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 294 a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 9th day of August, 1989.

Marguerite W. Mankin

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

John E. Nunn 107 Court Street Chestertown, MD 21620 Assignee/Plaintiff	*	In the Circuit Court for
vs.	*	Queen Anne's County, MD
George F. Kruhm, Sr. and Mary L. Kruhm, his Wife Railroad Avenue Springfield, SC 29142 Defendant	*	Civil No. 89-01783

****

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sele of real estate made by John E. Nunn, III, Assignee, respectively shows:

That the default having occurred in the terms of a Mortgage from George F. Kruhm, Sr. and Nancy L. Kruhm, his Wife, to Claude D. Kruhm, dated November 7, 1984, and recorded among the Land Records for Queen Anne's County, Maryland, in Liber M.W.M. No. 222, Folio 37, assigned unto John E. Nunn, III, on May 12, 1989, for foreclosure and collection, the undersigned, after docketing suit for foreclosure and after advertising the mortgaged premises and real estate for sale in Queen Anne's County, Maryland, once in three (3) consecutive weeks prior to the 7th day of July, 1989, in accordance with the Certificate of Publication of the Advertisement of the Sale to be filed herein, and after filing in this cause his bond to the State of Maryland, with surety approved by the Clerk of this Honorable Court, did attend, at the Court House door, Centreville, Maryland, on Friday, July 7, 1989, at 4:00 p.m., and after reading the attached advertisement, did offer the property for sale and did sell the same unto Claude D. Kruhm, at and for the sum of Twenty-Two Thousand Dollars ($22,000.00).

The purchaser has complied with the terms of sale as advertised, and it is believed that purchaser will further comply with the terms of sale upon ratification of this sale. The undersigned believes that the sale was fairly made.

The Report states the amount of sale to be Twenty-Two Thousand Dollars ($22,000.00).

Respectfully submitted,

John E. Nunn, III, Assignee

Law Offices
MOWELL, NUNN
& WADKOVSKY

1989 AUG 17 PM 12:51
QUEEN ANNE'S COUNTY

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

I HEREBY CERTIFY, that on this 17 day of ~~July~~ August, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John E. Nunn, III, Assignee, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein stated to the best of his knowledge, information and belief.

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

Notary Public

My Commission Expires:
July 1, 1990

Law Offices
MOWELL, NUNN
& WADKOVSKY

John E. Nunn 107 Court Street Chestertown, MD 21620 Assignee/Plaintiff	*	In the Circuit Court for
vs.	*	Queen Anne's County, MD
George F. Kruhm, Sr. and Mary L. Kruhm, his Wife Railroad Avenue Springfield, SC 29142 Defendant	*	Civil No. 89-01783

****

PURCHASER'S AFFIDAVIT

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

~~I HEREBY CERTIFY, that on this~~ _____ ~~day of July, 1989, before me, the subscriber, a Notary Public of the State~~ and County aforesaid, personally ~~appeared~~ Claude D. Kruhm, Purchaser of 49.475 acres, more or less, in Queen Anne's County, Maryland, from John E. Nunn, III, Assignee, in the above-entitled case, and made oath in due form of law:

1. That the said Claude D. Kruhm is the Purchaser, not an agent for anyone.

2. That no others are interested as principals.

3. That the said Claude D. Kruhm has not directly or indirectly discouraged anyone from bidding for said property.

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.

Claude D. Kruhm
Claude D. Kruhm
Affiant

Law Offices
MOWELL, NUNN
& WADKOVSKY

1989 AUG 17 PM 12:51
QUEEN ANNE'S COUNTY

John E. Nunn 107 Court Street Chestertown, MD 21620 Assignee/Plaintiff	*	In the Circuit Court for
vs.	*	Queen Anne's County, MD
George F. Kruhm, Sr. and Mary L. Kruhm, his Wife Railroad Avenue Springfield, SC 29142 Defendant	*	Civil No. 89-01783

****

AUCTIONEER'S REPORT

The undersigned hereby certifies that he was the auctioneer at the foreclosure sale held in the above-captioned matter on Friday, July 7, 1989, at the Queen Anne's County Court House, Centreville, MD 21617; that the Purchaser(s) of the premises at the aforesaid sale was/~~were~~ CLAUDE D. & ALDA L. KRUHM; and that the purchase price was thirty two thousand Dollars.

Joseph Rudnick, Pres.
Harry Rudnick and Sons, Inc.
Auctioneers

FILED, PAID
1989 AUG 17 PM 12: 52
QUEEN ANNE'S COUNTY

Law Offices
MOWELL, NUNN
& WADKOVSKY

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

CLAUDE D. KRUHM and

JOHN E. NUNN, III, Assignee

vs.

GEORGE F. KRUHM, SR. and

NANCY L. KRUHM

Civil No. 89-01783

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 18th day of August, 1989 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: August 18, 1989

Centreville, Md. Sept 6 19 89

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 23rd day of Sept 19 89. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 23rd day of Aug 19 89, and the last insertion on the 6th day of Sept 19 89.

Publishers, Record Observer

Per Dianne Seaver

IN THE CIRCUIT COURT
FOR QUEEN ANNE'S COUNTY
CLAUDE D. KRUHM and
JOHN E. NUNN, III, Assignee
vs.
GEORGE F. KRUHM, SR. and
NANCY L. KRUHM
Civil No. 89-01783

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Marguerite W. Mankin, Clerk
True Copy, Test:
Merguerite W. Mankin, Clerk
By: Brende J. Dey, Deputy Clerk

Filed: August 18, 1989
RO-8-23-31-040

CLERK'S OFFICE
1989 SEP -8 PM 4: 20
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 464

John E. Nunn, III Assignee/Plaintiff	*	In the Circuit Court for
VS	*	Queen Anne's County, Maryland
George F. Kruhm, Sr. and Mary L. Kruhm, his Wife Defendant	*	Civil No. 89-01783

****

AFFIDAVIT OF COMPLIANCE

The undersigned hereby makes oath that he caused to be mailed, notice of the time, place and terms of sale in the aforesaid matter to the following persons or entities:

George F. Kruhm, Sr.
Railroad Avenue
Springfield, SC 29142

and

Nancy L. Kruhm
Railroad Avenue
Springfield, SC 29142

George F. Kruhm, Sr. and Nancy L. Kruhm are the Defendants in this matter.

The mailing to George F. Kruhm, Sr. was signed for on July 7, 1989, and the mailing to Nancy L. Kruhm was signed for on June 30,1 989, as per the receipts attached hereto.

John E. Nunn, III, Assignee

1989 OCT 26 AM 9:52
QUEEN ANNE'S COUNTY

Law Offices
MOWELL, NUNN
& WADKOVSKY

PS Form 3811, July 1983 447-845

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this 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:
Nancy Kruhm
Railroad Ave.
Springfield, South Carolina
29142

4. Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Article Number: 788 970 565

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee
X Nancy Kruhm

6. Signature – Agent
X

7. Date of Delivery
6/30/89

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, July 1983 447-845

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this 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:
George Kruhm, Sr.
Railroad Ave
Springfield, S.C. 29142

4. Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Article Number: 788-970-566

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee
X [illegible]

6. Signature – Agent
X

7. Date of Delivery
7/7/89

8. Addressee's Address (ONLY if requested and fee paid)

Law Offices
MOWELL, NUNN
& WADKOVSKY

Centreville, Md. July 5 19 89.

We Hereby Certify

That the annexed advertisement of

Valuable Fee Simple 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 7th day of July 19 89. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 21st day of June 19 89, and the last insertion on the 5th day of July 19 89.

Publishers, Record Observer

Per 1989 OCT 30 PM 10:54

QUEEN ANNE'S COUNTY

ASSIGNEE'S SALE OF HIGHLY ATTRACTIVE AND VALUABLE FEE SIMPLE PROPERTY

Forty-nine (49) acres
Unimprovad lend
In Queen Anne's County, Meryland
off Meryland Route 544

Under ond by virtue of the power end euthority contained in a Mortgage deted Novembar 7, 1984, and recordod emong the Lend Records of Queen Anne's County, Meryland, in Liber M.W.M. No. 222, Folio 37, from George F. Kruhm, Sr. end Nancy L. Kruhm, his Wife, to Claude D. Kruhm, default having occurred under the terms thareof, the holdar of the indebtedness secured by the Mortgage hevving assigned John E. Nunn, III, Assignee, by instrument duly executed end acknowledged, the undersigned Assignee, will sell at public euction, on the Queen Anne's County Court House steps, on July 7, 1989, at 4:00 p.m.,

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

BEGINNING FOR THE SAME at a larga stone found marked "X" on the easternmost outline of the lands of Claudo D. Kruhm (seo C.W.C. 12/288), end ot the intersection of the division line of the lands of Herry S. Walton, Jr. (aee C.W.C. 90/58), and the herein describad lends. Soid beginning point atill further being loceted the two (2) following courses end distancos from an iron pipe found on the southernmost right-of-way line of Maryland Route 544, es shown on S.R.C. Plet No. 39748: South 15 degrees, 32 minutes, 37 seconds West, 776.52 feet to en Iron pipe found end thence South 04 degrees, 15 minutes, 20 seconds West, 56.43 feet to tha place of beginning;

THENCE leaving said beginning point so fixed end binding on the southermost outlino of the eforesoid Walton lends, tha londs of Williem T. Dukoa (see C.W.C. 102/157), the lends of Alonze Homily (see C.W.C. 130/380), the lend of Charlos A. Skinner (sea C.W.C. 109/125), the lends of Williem E. Brown (see C.W.C. 109/323), and the lands of John A. Marcus (see C.W.C. 116/85), South 70 degrees, 56 minutes, 41 seconds East, 1275.18 feet to an "X" cut in a stona found et the southwesternmost corner of the lends of Erike E. Marcus (aae C.W.C. 107/422);

THENCE leaving the lends of John Mercus end binding on the southernmost outline of the Erike Marcus lands, the following two (2) courses and distances: South 82 degrees, 45 minutes, 15 seconds Eest, 591.40 feet to a concrete monument aet and thence North 85 degrees, 17 minutes, 03 seconds East, 102.30 foet to an iron pipe found at a atone on the northarnmost outline of the landa of Viola Massey (see T.S.P. 7/246);

THENCE leaving the Marcua londs and binding on tho weaternmost outline of the Massey lende and the lends of Laurence McK. Ashley (aeo W.F.W. 6/50), South 46 degreos, 32 minutes, 03 saconds West, 892.65 feet to an iron pipe set in the center of a stream; thence still with the Ashley lends South 29 degrees, 32 minutes, 03 seconds West, 544.50 feet to a concrete monument set and thence still with the westernmost outline of the Ashley lands and the westernmost outline of the lends of Elva M. Elliott and Walter W. Johnson (see M.W.M. 161/641), South 15 degrees, 56 minutes, 38 seconds West, 359.46 feet to a marked stone found on the easternmost outline of the aforementioned Claude D. Kruhm lands;

THENCE leaving the Elliott and Johnson lands and binding on the easternmost outline of the aforesaid Kruhm lands the following two (2) courses and distances: North 67 degrees, 34 minutes, 55 seconds West, 1167.50 feet to an iron pipe set and thence North 07 degrees, 45 minutes 28 seconds East, 1484.30 feet to the place of beginning. Containing in all 49.475 acres of land, more or less, as surveyed by Carlton L. Felty, Jr., Registered Surveyor, in November, 1980, and shown on said Plat as Parcel Two.

BEING or intending to be all those lands conveyed to Joseph L. Ferrell and James A. Ferrell from Frances A. Chairs by deed dated February 10, 1891, and recorded among the Land Record Books of Queen Anne's County, Maryland, in Liber W.D. 5, Folio 354.

THE ABOVE TRACTS BEING, or intending to be, a part of those lands previously conveyed by the parties of the first part unto the parties of the second part by the three (3) deeds recorded as aforesaid in Liber M.W.M. 165, Folio 286, etc., Liber M.W.M. 165, Folio 279, etc., and Liber M.W.M. 165, Folio 284, etc.

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

TERMS OF SALE: A cash deposit or certified check of Five Thousand Dollars ($5,000.00), shall be paid at the time and place of sale, balance in cash at settlement which shall be twenty (20) days after final ratification of sale by the Circuit Court of Queen Anne's County unless said period is extended by the Assignee, his successors or assigns for good cause shown, time being of the essence; interest at the rate of Five Percent (5%) per annum shall be paid on unpaid purchase money from date of sale to date of settlement. The property will be sold subject to all restrictions, liens, covenants and encumbrances of record. In the event that the purchaser fails to go to settlement as required, the property shall be re-sold at purchaser's risk and expense. Taxes, water rent, and all other municipal liens and charges to be adjusted to date of sale. All other public charges and assessments payable on an annual basis shall be adjusted to date of sale and assumed thereafter by the purchaser. Cost of all documentary stamps, transfer taxes and document preparation shall be borne by purchaser.

John E. Nunn, III
Assignee

Harry Rudnick and Sons, Inc.
Auctioneers

RO 6 21-31-035

LIBER 20 FOLIO 468

John E. Nunn, III Assignee Plaintiff	*	In the Circuit Court for
VS	*	Queen Anne's County, MD
George F. Kruhm, Sr. and Mary L. Kruhm, his wife Defendant	*	Civil No. 89-01783

****

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 31st day of October, 1989 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 this Court.

JUDGE

Distribution:
File
Fiduciary
Court auditor

Law Offices
MOWELL, NUNN
& WADKOVSKY

LIBER 20 PAGE 409

RAYMOND A. BROOKHART, Surviving Trustee Loyola Federal Saving and Loan Association, Operations Center 1212 New Hammonds Ferry Road Glen Burnie, Maryland (21061)	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY CIVIL ACTION
Vs.	:	88- NO. 01490
FLOYD A. SHIKOSKI FRANCES Y. SHIKOSKI Box 40 Stevensville, Maryland 21666	:	

CIVIL 8801490H
CIV FEES 80.00
SUBTOTAL 80.00
CHECK/MO 80.00
#112770 C001 R00 T15:02
09/09/88

ORDER TO DOCKET SUIT

TO: Marguerite W. Mankin, Clerk:

Madam Clerk: You will please docket suit as per the above titling for foreclosure of a purchase money Deed of Trust from Floyd A. Shikoski and Frances Y. Shikoski to Robert J. Schultze, (now deceased) and Raymond A. Brookhart, whose name is therein improperly shown to be Raymond A. Brookhard,Trustees, dated July 17, 1978, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 138 folio 182; Raymond A. Brookhart, being the Surviving Trustee named in said Deed of Trust and being authorized to exercise the power of sale for the purpose of collection by foreclosure or otherwise; default having occurred in the terms thereof by reason of non-payment of principal and interest payable under the terms of said Deed of Trust after demand therefor was made; and you will file herewith said Deed of Trust as well as the accompanying affidavit.

Vachel A. Downes, Jr.
VACHEL A. DOWNES, JR.
Attorney for Trustee
115 Lawyers Row
Centreville, Maryland 21617
Telephone: 301-758-0680

Raymond A. Brookhart
RAYMOND A. BROOKHART,
Surviving Trustee

AFFIDAVIT

STATE OF MARYLAND, CITY OR COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of September, 1988, before me, the subscriber, a Notary Public as aforesaid, personally appeared Raymond A. Brookhart, Surviving Trustee and Vachel A. Downes, Jr., Attorney for the Trustee, and made oath in due form of law to the best of his knowledge, information and belief that Floyd A. Shikoski and Frances Y. Shikoski reside on Worchester Road, Kent Island Estates, Stevensville, Maryland 21666, and that they are not now in the military service of the United States of America as defined by the Soldier's and Sailor's Civil Relief Act of 1940, with amendments thereto, nor Chapter 710 of the Laws of Maryland of 1941, nor have they been in such military service within three months prior hereto, nor are they in the military service of any nation allied with the United States, nor have said defendants been ordered to report for induction under the Selective Training and Service Act of 1940 as amended, nor are said defendants members of the Enlisted Reserve Corps who has been ordered to report for military service.

WITNESS my hand and Notarial Seal.

Mary Kay Hertz
NOTARY PUBLIC

MARY KAY HERTZ NOTARY PUBLIC ANNE ARUNDEL CO., MD

My Commission Expires: 7-1-1990

LIBER 29 PAGE 471

LIBER 138 PAGE 182

DOCUMENT NO. 74133

Loan Account # 2293207

Approved VCR

DEED OF TRUST

Date 7-12-78

THIS PURCHASE MONEY DEED OF TRUST is made this 17th day of July, 19 78, among the Grantor, Floyd A. Shikoski and Frances Y. Shikoski (herein "Borrower"), and Robert J. Schultze and Raymond A. Brookhard (herein "Trustee"), and the Beneficiary, LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is Charles and Preston Streets, Baltimore, Maryland 21201 (herein "Lender").

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

ALL those lots of parcels of land situate, lying and being on Kent Island, Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Kent Island Estates" by J.B. Metcalfe, registered surveyor, dated July, 1949, recorded among the Land Records of Queen Anne's County in Liber NBW No. 4, folio 20, and further set forth and shown on a plat entitled "Second Edition of the First Section of Kent Island Estates" by J. B. Metcalfe, registered surveyor, dated February, 1951, recorded among the Land Records aforesaid in Liber TSP No. 1 folio 190, which said lots are known and designated thereon as Lot Nos. 29, 31 and the western one-half of Lot No. 27 (adjoining Lot No. 29), Block K, Section 1, Kent Island Estates.

BEING the same property (Lots 29 and 31) conveyed from Kenneth C. Yost and Elizabeth A. Yost, his wife, by deed dated November 9, 1973, recorded among the Land Records aforesaid in Liber CWC No. 79 folio 474, unto William H. Hood and Patsy A. Hood, his wife, and

BEING the same property (1/2 Lot 27) conveyed from Kenneth C. Yost and Elizabeth A. Yost, his wife, by deed dated May 24, 1974, recorded among the Land Records aforesaid in Liber CWC No. 84 folio 579, unto William H. Hood and Patsy A. Hood, his wife.

SUBJECT to restrictive covenants and conditions contained in a deed from The Queen Anne Holding Company to Kathryn H. Fink, dated September 23, 1949, and recorded among the Land Records aforesaid in Liber NBW No. 4 folio 406.

RECORDED
CLERK, CIRCUIT COURT
1978 JUL 19 PM 12: 31
QUEEN ANNE'S COUNTY

JUL 19-78 * 27485 *****16.00
JUL 19-78 A 27485 *****16.00

which has the address of ....., ...
(Street) (City)
..... (herein "Property Address");
(State and Zip Code)

The aforesaid property having been purchased in whole or in part with the sums secured hereby.

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

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated July, 1978 (herein "Note"), in the principal sum of Sixty thousand dollars ($60,000.00) Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 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").

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 10 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.

Floyd A. Shikoski .....(Seal) —Borrower

Frances Y. Shikoski .....(Seal) —Borrower

STATE OF MARYLAND, Anne Arundel County ss:

I Hereby Certify, That on this 14th day of July, 19 78, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Floyd A. and Frances Y. Shikoski, known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and acknowledge that he executed the same for the purposes therein contained.

As WITNESS: my hand and notarial seal.

My Commission expires: June 1982 Helene M. Ross
Notary Public

STATE OF Maryland, Wicomico County ss:

I Hereby Certify, That on this 14th day of July, 1978, before me, the subscriber, a Notary Public of the State of Maryland and for the, personally appeared Mr. Henry E. Tilman, Jr., the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the amount of the loan secured by the foregoing Deed of Trust was disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; ~~[illegible]~~

As WITNESS: my hand and notarial seal.

My Commission expires: 07/01/82 Carole L. Adams
Notary Public

Trustees

..., 19 78 ...y recorded ...olio 182 ...

..., Clerk

TURN TO

LIBER 20 PAGE 475

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber CWC 138, folio 182, a Land Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 7th day of September 1988.

Marguerite W. Hankin

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

RAYMOND A. BROOKHART, Surviving Trustee	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
	:	CIVIL ACTION
FLOYD A. SHIKOSKI		NO. _____
FRANCES Y. SHIKOSKI		

STATEMENT OF INDEBTEDNESS

Principal balance due	$54,777.01
Less credit for balance of expense account escrow	-10.60
Principal Balance due August 31, 1988	$54,766.41
Interest from February 1, 1988 to August 31, 1988	3,115.42
Accrued Past due late charges through August 15, 1988	123.72
Taxes paid July 1, 1988-June 30, 1989	1,021.26
Total Balance Due August 31, 1988	$59,026.81

Per diem interest: $14.63

STATE OF MARYLAND, CITY OR COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of September, 1988, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County of Anne Arundel, personally appeared Raymond A. Brookhart, Surviving 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.

MARY KAY HEATH NOTARY PUBLIC

Mary Kay Heath
NOTARY PUBLIC

My Commission Expires: 7-1-1990

LIBER 20 FOLIO 477

RAYMOND A. BROOKHART, Surviving Trustee	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
FLOYD A. SHIKOSKI	:	CIVIL ACTION
FRANCES Y. SHIKOSKI	:	NO. _____

AFFIDAVIT

I HEREBY CERTIFY, that on this 2nd day of September, 1988, 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., Attorney for the Raymond A. Brookhart, Surviving Trustee, and made oath in due form of law that a title examination of the property in these proceedings disclosed no junior encumbrances upon said lands, and/or judgment or similiar lien holders, and no such holder of any such subordinate interest is entitled to notice by the Laws of Maryland or the Maryland Rules of Procedure by and under Rule W 74 (2) (c) (iii).

SUBSCRIBED AND SWORN to before me, the undersigned, this 2nd day of September, 1988.

Judith C. Connolly
NOTARY PUBLIC
My Commission Expires: 9-11-1990

JUDITH C. CONNOLLY NOTARY PUBLIC QUEEN ANNE'S COUNTY

RAYMOND A. BROOKHART, Surviving Trustee	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
	:	CIVIL ACTION
FLOYD A. SHIKOSKI	:	NO._____
FRANCES Y. SHIKOSKI		

AFFIDAVIT

STATE OF MARYLAND

CITY OR COUNTY OF Anne Arundel to wit:

I HEREBY CERTIFY, that on this 2nd day of September, 1988, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City or County of Anne Arundel, personally appeared Raymond A. Brookhart, Surviving Trustee, 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 a Deed of Trust was heretofore duly given said Borrowers per the terms of the Deed of Trust recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 138 folio 182.

Mary Kay Heath
NOTARY PUBLIC

MARY KAY HEATH NOTARY PUBLIC ANNE ARUNDEL CO., MD.

My Commission Expires: 7-1-90

BOND

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

KNOW ALL MEN BY THESE PRESENTS: that we, Raymond A. Brookhart, Surviving Trustee, State of Maryland, as Principal, and the Selective Insurance Company of America, 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 SIXTY THOUSAND DOLLARS ($60,000.00) 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 08 day of September, 1988.

WHEREAS, by a certain Deed of Trust from Floyd A. Shikoski and Frances Y. Shikoski to Robert J. Schultze (now deceased) and Raymond A. Brookhart, (whose name is therein improperly shown to be Raymond A. Brookhard) Trustees for Loyola Federal Savings and Loan Association, Beneficiary, dated July 17, 1978, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 138 folio 182, the Borrower became indebted unto the Lender therein; and

WHEREAS, Raymond A. Brookhart is the Surviving Trustee Named In the Deed of Trust for purposes of collection and foreclosure;

WHEREAS, the above bounden, Raymond A. Brookhart, Surviving Trustee, is about to execute the power of sale contained in the above described Deed of Trust by making sale of the property described in, granted and conveyed by the said Deed of Trust, default having occurred in the terms, conditions and covenants of the said Deed of Trust by the reason of the non-payment of the principal Deed of Trust debt named in said Deed of Trust and by reason of the non-payment of the interest covenanted to be paid upon the said principal indebtedness by the terms of said Deed of Trust at the times therein provided for the payment.

Now the condition of the above obligation is such, that if the above bounded, Raymond A. Brookhart, Surviving Trustee, does and shall, will and faithfully abide by and fulfill any Order or Decree which shall be made by any Court 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:

Jane M. Boudours

Raymond A. Brookhart

ATTEST:

SELECTIVE INSURANCE COMPANY OF AMERICA

Sherry Goodman

BY: [illegible]
Attorney In Fact

Surety approved Bond filed Sept 8, 1988

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 260 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 October, 1988.

Marguerite W. Mankin

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

LBER 20 PAGE 451

Centreville, Md. 9/28 19 88.

We Hereby Certify

That the annexed advertisement of K. I. Estate 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 4th day of Oct. 1988. And that the first insertion of said advertisement in the said RECORD OBSERVER/[redacted] was on the 14th day of Sept. 1988, and the last insertion on the 28th day of Sept. 1988.

RECEIVED
CLERK, CIRCUIT COURT

1988 OCT 14 PM 3:28

Publisher, Record Observer
QUEEN ANNE'S COUNTY

Per Dorothy R. Morris

VACHEL A. DOWNES, JR.
Attorney At Law
115 Lawyers Row
Centreville, Maryland 21617
(301-758-0680)

Trustee's Sale

OF DESIRABLE RESIDENTIAL PROPERTY IN SECTION ONE, KENT ISLAND ESTATES QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a Deed of Trust from Floyd A. Shikoski and Frances Y. Shikoski, to Robert J. Schultza (now deceased) and Reymond A. Brookhert, Trustees for Loyole Federal Savings and Loan Association, dated the 17th day of June, 1978, recordad among the Land Records of Queen Anne's County in Liber C.W.C. No. 138, folio 182, dafault having occurred in the terms of said Deed of Trust, the undersigned will offer at the public auction to the highest bidder on

Tues., Oct. 4, 1988

at 11:00 o'clock, a.m., in front of the Courthouse Door in the Town of Centreville, Quean Anne's County, Maryland, all of tha following described real astate, to wit:

ALL thosa lots of percels of land situate, lying and being on Kent Island, Fourth Election District of Queen Anna's County, Stata of Meryland, sat forth and shown on a plat antitled "Kant Island Estates" by J.B. Metcalfe, registarad surveyor, dated July, 1949, recorded among the Land Records of Queen Anne's County in Liber NBW No. 4, folio 20, and further set forth end shown on e plat entitled "Second Edition of the First Section of Kent Island Estates" by J.B. Metcalfa, registered surveyor, dated Fabruary, 1951, recorded among the Land Records aforesaid in Libar TSP No. 1, folio 190, which said lots are known and dasignated thereon as Lot Nos. 29, 31 and the western one-half of Lot No. 27 (adjoining Lot No. 29), Block K, Section 1, Kent Island Estates.

SUBJECT to restrictive covenants and conditions containad in a daed from The Queen Anne Holding Company to Kathryn H. Fink, dated September 23, 1949, and recorded among the Land Records aforasaid in Liber NBW No. 4, folio 406.

The property is improved by a datached single family one and one-half story dwelling consisting of a living room, dining room, kitchen, family room, 3 bedrooms, 2 baths, with oil firad forced warm air h at.

The property is sold in "as is" condition without warranty as to the nature and condition of the property, fixtures and improvements, and subject to easements, agreements, rastrictions or covenants of record effecting the same, if any. Risk of loss by fire or other casualty passes to the purchaser(s) at dey of sale.

TERMS OF SALE: A deposit of not less than $5,000.00 of the purchase monay will be required in cesh or by certified chack or ceshier's check on day of sale or the full purchase price in cash or by certified or cashier's check on day of sale et the option of the Purchaser(s). Any unpaid balanct of the purchase money is to be secured by a note of the purchaser(s) beering interest from day of sale at 9.75%, which balance of the purchase price and interest to accrue thereon, and any other monies due by Purchaser(s) shall be paid within 30 deys after final retification of the sale by the Circuit Court for Queen Anna's County.

Taxes and other public charges to be adjusted to the date of final settlemant aforesaid, being the date of peyment of all monies due by Purchasar(s) to the undersigned Surviving Trustea. All expenses of transfar, including recording costs, recordation or revenue stamps, transfer taxes, preparation of dead, notery faes, etc., to be at purchaser(s) expansa. 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 Procadure.

Raymond A. Brookhart
Surviving Trustee

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

RO-9-14-3t-011

LIBER 20 PAGE 482

RAYMOND A. BROOKHART, Surviving Trustee	*	
Plaintiff	*	IN THE
v.	*	CIRCUIT COURT
FLOYD A. SHIKOSKI and FRANCES Y. SHIKOSKI Defendants	*	FOR
	*	QUEEN ANNE'S COUNTY
	*	CASE NO. CD88-01490

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

STATEMENT OF BANKRUPTCY

The Defendants, Floyd and Frances Shikoski, filed a Chapter 13 Bankruptcy Proceeding on 10-4-88 with the U.S. Bankruptcy Court in Baltimore City, Case No. 88-52859-JS. Any further action in this case to collect or enforce a debt or in any other legal proceeding involving the Defendants is barred via section 362 of the U.S. Bankruptcy Code.

Samuel Paavola

Samuel H. Paavola
One Willow Street
Annapolis, Maryland 21401
(301)224-6563

Attorney for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19 day of Oct, 1988, the aforegoing Statement of Bankruptcy was mailed to Vachel A. Downes, Jr., Queen Anne's Building, 115 Lawyers Row, Centreville, MD 21617.

Samuel Paavola

Samuel H. Paavola
1 Willow Street
Annapolis, MD 21401
(301)224-6563

Attorney for Defendant

RECEIVED
CLERK, CIRCUIT COURT
1988 OCT 21 AM 10: 10
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 483

RAYMOND A. BROOKHART, Surviving Trustee	:	IN THE CIRCUIRT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
FLOYD A. SHIKOSKI	:	CIVIL ACTION
FRANCES Y. SHIKOSKI	:	NO. 88-01490

AFFIDAVIT

I HEREBY CERTIFY, that on this 22 day of Sept, 1988, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, personally appeared Raymond A. Brookhart, Surviving 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 certified mail on Floyd A. Shikoski and Frances Y. Shikoski, respectively, at their respective last known address all as prescribed by Rule W 74 (2) (c) (i) and (ii) of the Maryland Rules of Procedure.

SUBSCRIBED AND SWORN to before me this 22nd day of Sept., 1988.

DEBORAH P. TRAVERS NOTARY PUBLIC QUEEN ANNES CO., MD.

Deborah P. Travers
NOTARY PUBLIC

My Commission Expires: 7-1-1990

RECEIVED
CLERK, CIRCUIT COURT
1989 APR -6 AM 11: 58
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 484

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

September 19, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Floyd A. Shikoski
Box 40
Stevensville, Maryland 21666

Re: Foreclosure
Lots 29, 31 and West
One-Half of Lot 27,
Block K, Section One,
Kent Island Estates

Dear Mr. Shikoski:

A suit to foreclose the aforementioned lots has been filed against you by reason of your default of your Deed of Trust thereon to the Trustees for Loyola Federal Savings and Loan Association.

The foreclosure sale is scheduled for Tuesday, October 4, 1988 at 11:00 o'clock a.m., in front of the Courthouse Door in the Town of Centreville, Maryland.

I am enclosing a photocopy of the advertisement of sale which was published in the Queen Anne's Record-Observer.

Very truly yours,

Raymond A. Brookhart,
Surviving Trustee

RAB:dt
Enclosure

Liber 20 Page 485

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

September 19, 1988

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mrs. Frances Y. Shikoski
Box 40
Stevensville, Maryland 21666

Re: Foreclosure
Lots 29, 31 and West
One-Half of Lot 27,
Block K, Section One,
Kent Island Estates

Dear Mrs. Shikoski:

A suit to foreclose the aforementioned lots has been filed against you by reason of your default of your Deed of Trust thereon to the Trustees for Loyola Federal Savings and Loan Association.

The foreclosure sale is scheduled for Tuesday, October 4, 1988 at 11:00 o'clock a.m., in front of the Courthouse Door in the Town of Centreville, Maryland.

I am enclosing a photocopy of the advertisement of sale which was published in the Queen Anne's Record-Observer.

Very truly yours,

Raymond A. Brookhart,
Surviving Trustee

RAB:dt
Enclosure

VACHEL A. DOWNES, JR.
Attorney At Law
115 Lawyers Row
Centreville, Maryland 21617
(301-758-0680)

Trustee's Sale

OF DESIRABLE RESIDENTIAL PROPERTY IN SECTION ONE, KENT ISLAND ESTATES QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a Deed of Trust from Floyd A. Shikoski and Frances Y. Shikoski, to Robert J. Schultze (now deceased) and Raymond A. Brookhart, Trustees for Loyola Federal Savings and Loan Association, dated the 17th day of June, 1978, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 138, folio 182, default having occurred in tha terms of said Deed of Trust, the undersigned will offer at the public auction to the highest bidder on

Tues., Oct. 4, 1988

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 those lots of parcels of land situate, lying end being on Kent Island, Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Kent Islend Estates" by J.B. Metcalfe, registered surveyor, dated July, 1949, recorded among tha Land Records of Queen Anne's County in Liber NBW No. 4, folio 20, and further set forth and shown on a plat entitled "Second Edition of the First Section of Kent Islend Estates" by J.B. Metcalfe, registered surveyor, dated February, 1951, recorded among the Land Records aforesaid in Liber TSP No. 1, folio 190, which said lots are known and designated thereon as Lot Nos. 29, 31 and the western one-half of Lot No. 27 (adjoining Lot No. 29), Block K, Section 1, Kent Island Estates.

SUBJECT to restrictive covenants and conditions contained in a deed from Tha Queen Anne Holding Company to Kathryn H. Fink, dated September 23, 1949, and recorded emong the Land Records aforesaid in Liber NBW No. 4, folio 406.

The property is improved by e detached single family one and ona-half story dwelling consisting of a living room, dining room, kitchen, family room, 3 bedrooms, 2 baths, with oil fired forced warm air h at.

The property is sold in "as is" condition without warranty as to the nature and condition of the property, fixtures and improvements, and subject to easements, agreements, restrictions or covenants of racord effecting the same, if any. Risk of loss by fire or other casualty pesses to the purchaser(s) at day of sale.

TERMS OF SALE: A deposit of not less than $5,000.00 of the purchase money will be required in cash or by certified check or cashier's check on day of sale or the full purchase price in cesh or by certified or cashier's check on day of sale et 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 dey of sale at 9.75%, which balance of the purchase price and interest to accrue thereon, and any other monies due by Purchaser(s) shall be peid within 30 days after final retificetion of the sale by the Circuit Court for Queen Anne's County.

Taxes and other public charges to be adjusted to the date of final settlement aforesaid, being the date of payment of all monies due by Purchaser(s) to the undersigned Surviving Trustea. All expenses of transfer, including recording costs, recordetion or revenue stamps, trensfer taxes, preparation of deed, notary fees, etc., to be at purchaser(s) expense. At the time and place of sale, the Purchasar(s) will be required to make affidavit as required by Rule BR (6) (b) (3) of the Maryland Rules of Procedure.

Raymond A. Brookhart
Surviving Trustee

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

HO 9-14 3t 011

LIBER 20 PAGE 487

Raymond A. Brookhart
Surviving Trustee

Vs.

Floyd A. Shikoski
Frances Y. Shikoski

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

CIVIL ACTION NO. 88-01490

Madam Clerk:

Kindly file the attached Order of the United States Bankruptcy Court For The District of Maryland in the case entitled "In Re Floyd Arthur Shikoski, Debtor", being Bankruptcy Case No. 88-5-2859 (Chapter 13), which order dismisses said case with prejudice.

Vachel A. Downes, Jr.
Attorney For Plaintiff

CLERK'S OFFICE
1989 APR 25 AM 11: 36
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 455

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND

IN RE:	*	
Floyd Arthur Shikoski Frances Yolanda Shikoski	*	Case No. 88-5-2859 (Chapter 13)
	*	
Debtor(s)	*	

* * * * * * * * * * *

AMENDED
ORDER DENYING CONFIRMATION OF
CHAPTER 13 PLAN AND DISMISSING
CASE WITH PREJUDICE

The above-named Debtor(s) failed to appear for a hearing on confirmation of the Chapter 13 plan noticed and held on March 8, 1989 before this Court. It further appears the Debtor(s) failed to make payments to the Chapter 13 Trustee required by 11 U.S.C. § 1326(a) and that the requirements of 11 U.S.C. § 1325(a)(1), (3) and (6) are not satisfied. Because Debtor(s) failed to appear, failed to prosecute properly this case, and failed to make payments to the Chapter 13 Trustee proposed by the plan, pursuant to 11 U.S.C. §§ 105(a) and 1307(c)(1) and (4), it is this 8th day of March, 1989 by the United States Bankruptcy Court for the District of Maryland,

ORDERED that confirmation of the Debtor(s)' Chapter 13 plan be and the same is hereby DENIED; and it is further

ORDERED that the instant Chapter 13 case be and the same is hereby DISMISSED WITH PREJUDICE; and it is further

ORDERED that pursuant to Local Bankruptcy Rule 23(f) with regard to compensation and expenses of Chapter 13 Trustees, the Chapter 13 Trustee is allowed, and Debtor(s) is/are directed to pay to the Chapter 13 Trustee, the amount of $ 97.50 for expenses in administration of this case; and it is further

ORDERED that the automatic stay imposed by 11 U.S.C. § 362 is terminated, and all creditors and parties in interest are so advised.

James F. Schneider
JAMES F. SCHNEIDER
U.S. Bankruptcy Judge

cc: Debtor(s)
Debtor(s)' Counsel
Chapter 13 Trustee
U.S. Trustee
All Creditors

AO 72A
(Rev. 8/82)

DCDCWP

LIBER 20 PAGE 489

RAYMOND A. BROOKHART Surviving Trustee	:	IN THE CIRCUIT COURT
Vs.	:	FOR QUEEN ANNE'S COUNTY
	:	
FLOYD A. SHIKOSKI FRANCES Y. SHIKOSKI	:	CIVIL ACTION NO. 88-01490

AMENDED STATEMENT OF INDEBTEDNESS

Principal balance due	$54,777.01
Interest to May 9, 1989	6,792.97
Escrow advances by lender for taxes, etc.	2,769.05
Escrow advances for costs in Civil Action 88-01490	1,238.84
Accrued late charges through April, 1989	288.68
Late charges for May, 1989	20.62
Balance due to May 9, 1989	$65,887.17

Per diem interest: $14.63

Raymond A. Brookhart

STATE OF MARYLAND, ~~CITY OR~~ COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 21st day of April, 1989, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City or~~ County of Baltimore, personally appeared Raymond A. Brookhart, Surviving 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.

Helen G. Richards
NOTARY PUBLIC
My Commission Expires: 2/1/1990

HELEN G. RICHARDS NOTARY PUBLIC BALTIMORE CO. MARYLAND

RECEIVED
CLERK, CIRCUIT COURT
1989 APR 25 AM 11: 36
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 490

RAYMOND A. BROOKHART, Surviving Trustee	:	IN THE CIRCUIRT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
FLOYD A. SHIKOSKI	:	CIVIL ACTION
FRANCES Y. SKIKOSKI	:	NO. _____

AFFIDAVIT

I HEREBY CERTIFY, that on this 24th day of April, 198 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, personally appeared Raymond A. Brookhart, Surviving 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 certified mail on Floyd A. Shikoski and Frances Y. Shikoski, respectively, at their respective last known address all as prescribed by Rule W 74 (2) (c) (i) and (ii) of the Maryland Rules of Procedure.

SUBSCRIBED AND SWORN to before me this 24th day of April, 1988.

Judith C Conley
NOTARY PUBLIC

My Commission Expires: 1990

NOTARY PUBLIC ★ JUDITH C. CONLEY ★ QUEEN ANNE COUNTY

LIBER 20 PAGE 491

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

April 21, 1989

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mrs. Frances Y . Shikoski
Box 40
Stevensville, Maryland 21666

Re: Foreclosure
Lots 29, 31 and West
One-Half of Lot 27,
Block K, Section One,
Kent Island Estates

Dear Mrs. Shikoski:

A suit to foreclose the aforementioned lots has been filed against you by reason of your default of your Deed of Trust thereon to the Trustees for Loyola Federal Savings and Loan Association.

The foreclosure sale is scheduled for Tuesday, May 9, 1989, at 11:00 o'clock a.m., in front of the Courthouse Door in the Town of Centreville, Maryland.

I am enclosing a photocopy of the advertisement of sale which was published in the Queen Anne's Record-Observer.

Very truly yours,

Raymond A. Brookhart,
Surviving Trustee

RAB:dt
Enclosure

JACHEL A. DOWNEY, JR.
Attorney at Law
115 Lawyers Row
Centreville, Maryland 21617
(301)-758-0680)

Trustee's Sale

OF DESIRABLE RESIDENTIAL PROPERTY IN SECTION ONE, KENT ISLAND ESTATES QUEEN ANNE'S COUNTY, MARYLAND

Under end by virtue of the power of sale contained in e Deed of Trust from Floyd A. Shikoski and Frances Y. Shikoski, to Robert J. Schultze (now deceased) and Raymond A. Brookhart, Trustees for Loyola Federal Savings and Loan Association, dated the 17th day of June, 1978, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 138, folio 182, default having occured in the terms of said Deed of Trust, the undersigned will offer at the public auction to the highest bidder on

Tues., May 9, 1989

et 11:00 o'clock, e.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 those lots of parcels of land situate, lying and being on Kent Island, Fourth Election District of Queen Anne's County, State of Maryland, set forth end shown on a plat entitled "Kent Island Estates" by J. B. Metcalfe, registered surveyor, dated July, 1949, recorded among the Land Records of Queen Anne's County in Liber NBW No. 4, folio 20, and further set forth end shown on a plat entitled "Second Edition of the First Section of Kent Island Estates" by J. B. Metcelfe, registered surveyor, dated February, 1951, recorded among the Land Records aforesaid in Liber TSP No. 1, folio 190, which said lots are known and designated thereon es Lot Nos. 29, 31 end the western one-half of Lot No. 27 (adjoining Lot No. 29), Block K, Section 1, Kent Island Estates.

SUBJECT to restrictive covenants and conditions contained in a deed from The Queen Anne Holding Company to Kathryn H. Fink, dated September 23, 1949, and recorded among the Lend Records aforesaid in Liber NBW No. 4, folio 406.

The property is improved by e detached single family one and one-half story dwelling consisting of living room, dining room, kitchen, family room, 3 bedrooms, 2 baths, with oil fired forced warm eir heat.

The property is sold in "as is" condition without warranty as to the nature and condition of the property, fixtures and improvements, and subject to easements, agreements, restrictions or covenants of record affecting the same, if any. Risk of loss by fire or other casualty passes to the purchaser(s) at day of sale.

TERMS OF SALE: A deposit of not less than $5,000.00 of the purchase money will be requried in cash or by certified check or cashier's check on day of sale or the full purchase price in cash or by certified or cashier's check on day of sale at the option of the Purchaser(s). Any unpaid balance of the pruchase money is to be secured by e note of the purchaser(s) bearing interest to accrue thereon; and any other monies due by Purchaser(s) shall be paid within 30 days after final ratification of the sale by the Circuit Court for Queen Anne's County.

Taxes and other public charges to be adjusted to the date of final settlement aforesaid, being the date of payment of all monies due by Purchaser(s) to the undersigned Surviving Trustee. All expenses of transfer, including recording costs, recordation or revenue stamps, transfer taxes, preparation of deed, notary fees, etc., to be at purchaser(s) expense. At the time and place of sale, the Purchaser(s) will be required to make afficdavit as required by Rule BR (6) (b) (3) of the Maryland Rules of Procedure.

Raymond A. Brookhart
Surviving Trustee

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

RO-4-19 3t 050

LIBER 20 PAGE 493

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

April 21, 1989

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Floyd A. Shikoski
Box 40
Stevensville, Maryland 21666

Re: Foreclosure
Lots 29, 31 and West
One-Half of Lot 27,
Block K, Section One,
Kent Island Estates

Dear Mr. Shikoski:

A suit to foreclose the aforementioned lots has been filed against you by reason of your default of your Deed of Trust thereon to the Trustees for Loyola Federal Savings and Loan Association.

The foreclosure sale is scheduled for Tuesday, May 9, 1989, at 11:00 o'clock a.m., in front of the Courthouse Door in the Town of Centreville, Maryland.

I am enclosing a photocopy of the advertisement of sale which was published in the Queen Anne's Record-Observer.

Very truly yours,

Raymond A. Brookhart,
Surviving Trustee

RAB:dt
Enclosure

LIBER 20 PAGE 494

VACHEL A. DOWNES, JR.
Attorney at Law
115 Lawyers Row
Centreville, Maryland 21617
(301)-758-0680)

Trustee's Sale

OF DESIRABLE RESIDENTIAL PROPERTY IN SECTION ONE, KENT ISLAND ESTATES QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a Deed of Trust from Floyd A. Shikoski and Frances Y. Shikoski, to Robert J. Schultze (now deceased) and Raymond A. Brookhart, Trustees for Loyola Federal Savings and Loan Association, dated the 17th day of June, 1978, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 138, folio 182, default having occured in the terms of said Deed of Trust, the undersigned will offer at the public auction to the highest bidder on

Tues., May 9, 1989

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 those lots of parcels of land situate, lying and being on Kent Island, Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Kent Island Estates" by J. B. Metcalfe, registered surveyor, dated July, 1949, recorded among the Land Records of Queen Anne's County in Liber NBW No. 4, folio 20, and further set forth and shown on a plat entitled "Second Edition of the First Section of Kent Island Estates" by J. B. Metcalfe, registered surveyor, dated February, 1951, recorded among the Land Records aforesaid in Liber TSP No. 1, folio 190, which said lots are known and designated thereon as Lot Nos. 29, 31 and the western one-half of Lot No. 27 (adjoining Lot No. 29), Block K, Section 1, Kent Island Estates.

SUBJECT to restrictive covenants and conditions contained in a deed from The Queen Anne Holding Company to Kathryn H. Fink, dated September 23, 1949, and recorded among the Land Records aforesaid in Liber NBW No. 4, folio 406.

The property is improved by e detached single family one and one-half story dwelling consisting of living room, dining room, kitchen, family room, 3 bedrooms, 2 baths, with oil fired forced warm air heat.

The property is sold in "as is" condition without warranty as to the nature and condition of the property, fixtures and improvements, and subject to easements, agreements, restrictions or covenants of record affecting the same, if any. Risk of loss by fire or other casualty passes to the purchaser(s) at day of sale.

TERMS OF SALE: A deposit of not less than $5,000.00 of the purchase money will be requried in cash or by certified check or cashier's check on day of sale or the full purchase price in cash or by certified or cashier's check on day of sale at the option of the Purchaser(s). Any unpaid balance of the pruchase money is to be secured by e note of the purchaser(s) bearing interest to accrue thereon, and any other monies due by Purchaser(s) shall be paid within 30 days after final ratification of the sale by the Circuit Court for Queen Anne's County.

Taxes and other public charges to be adjusted to the date of final settlement aforesaid, being the date of payment of all monies due by Purchaser(s) to the undersigned Surviving Trustee. All expenses of transfer, including recording costs, recordation or revenue stamps, transfer taxes, preparation of deed, notary fees, etc., to be at purchaser(s) expense. At the time and place of sale, the Purchaser(s) will be required to make afficdavit as required by Rule BR (6) (b) (3) of the Maryland Rules of Procedure.

Raymond A. Brookhart
Surviving Trustee

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

RO-4 19 3t 050

Case # 88-01490

LIBER 20 PAGE 495

Centreville, Md. 5/3 19 89

We Hereby Certify

That the annexed advertisement of Shikoski 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 4th day of May 19 89. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 14th day of April 19 89, and the last insertion on the 3rd day of May 19 89.

Publishers, Record Observer

Per [illegible]

RECEIVED
CLERK, CIRCUIT COURT
1989 MAY -8 PM 3:09
QUEEN ANNE'S COUNTY

VACHEL A. DOWNES, JR.
Attorney at Law
115 Lawyers Row
Centreville, Maryland 21617
(301)-758-0680)

Trustee's Sale

OF DESIRABLE RESIDENTIAL PROPERTY IN SECTION ONE, KENT ISLAND ESTATES QUEEN ANNE'S COUNTY, MARYLAND

Under end by virtue of the power of sale contained in a Deed of Trust from Floyd A. Shikoski and Frances Y. Shikoski, to Robert J. Schultza (now deceased) and Raymond A. Brookhart, Trustees for Loyola Federal Savings and Loan Association, dated the 17th dey of June, 1978, recorded among tha Land Records of Queen Anne's County in Liber C.W.C. No. 138, folio 182, default having occured in the terms of said Deed of Trust, the undersigned will offer at the public auction to the highest bidder on

Tues., May 9, 1989

et 11:00 o'clock, a.m., in front of the Courthouse Door in the Town of Centreville, Queen Anne's County, Maryland, all of tha following described real astata, to wit:

ALL those lots of parcals of land situeta, lying and being on Kent Island, Fourth Election District of Queen Anna's County, State of Maryland, set forth and shown on a plat entitled "Kent Island Estatas" by J. B. Metcalle, registared surveyor, dated July, 1949, recorded emong the Land Records of Queen Anne's County in Liber NBW No. 4, folio 20, and further set forth end shown on a plat entitled "Second Edition of the First Section of Kent Island Estates" by J. B. Metcalfe, registered surveyor, dated Fabruery, 1951, recorded among the Land Records aforesaid in Libar TSP No. 1, folio 190, which said lots ere known and designated thereon as Lot Nos. 29, 31 and the western one-half of Lot No. 27 (adjoining Lot No. 29), Block K, Section 1, Kant Island Estatas.

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The property is improved by a detached single family one and one-half story dwelling consisting of living room, dining room, kitchan, family room, 3 bedrooms, 2 baths, with oil fired forced warm air heat.

The property is sold in "as is" condition without warranty as to the nature and condition of the property, fixtures and improvements, end subject to easements, agreements, restrictions or covenants of record affecting the sama, if any. Risk of loss by fire or other casualty passes to the purchaser(s) at day of sale.

TERMS OF SALE: A deposit of not less than $5,000.00 of the purchase money will be requried in cash or by certified check or cashier's check on day of sale or the full purchase price in cash or by certified or cashier's check on day of sale at the option of the Purchaser(s). Any unpaid balance of the pruchase money is to be secured by a note of the purchaser(s) bearing interast to accrue thereon, and any other monies dua by Purchaser(s) shall be paid within 30 days after final ratilication of tha sale by the Circuit Court for Queen Anne's County.

Taxes and other public charges to be adjusted to the date of final settlement aloresaid, being the date of payment of all monies due by Purchaser(s) to the undersigned Surviving Trustee. All expenses of transfer, including recording costs, recordation or revenua stamps, transfer taxes, preparation of deed, notary fees, etc., to be at purchaser(s) expense. At tha time and place of sale, the Purchaser(s) will be required to make afficdavit as required by Rula BR (6)-(b) (3) of the Maryland Rules of Procedure.

Raymond A. Brookhart
Surviving Trustee

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

RO-4-19-3t-050

LIBER 20 PAGE 496

RAYMOND A. BROOKHART, Surviving Trustee	:	IN THE CIRCUIT COURT
	:	FOR
VS	:	QUEEN ANNE'S COUNTY
FLOYD A. SHIKOSKI	:	CIVIL ACTION
FRANCES Y. SHIKOSKI	:	NO. 88-1490

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Raymond A. Brookhart, Surviving 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 three (3) consecutive weeks preceding the day of sale; the said Trustee did, pursuant to said notice, on Tuesday, May 9, 1989 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 Barbara J. Seward at and for the sum of $ 92,000.00, which price was the highest amount bid for said property.

The Report of Sale states that the amount of sale is $ 92,000.00.

Respectfully submitted,

Vachel A. Downes, Jr.,
Attorney for Surviving Trustee

Raymond A. Brookhart,
Surviving Trustee

STATE OF MARYLAND

COUNTY OF Anne Arundel TO WIT:

I HEREBY CERTIFY, that on this 11th day of May, 1989, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Raymond A. Brookhart, Surviving 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.

NOTARY PUBLIC
My Commission Expires: 7-1-1990

RECEIVED
CLERK, CIRCUIT COURT
1989 MAY 22 AM 10:51
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 497

RAYMOND A. BROOKHART, Surviving Trustee	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	QUEEN ANNE'S COUNTY
FLOYD A. SHIKOSKI	:	CIVIL ACTION
FRANCES Y. SHIKOSKI	:	NO. 88-1490

AFFIDAVIT

The undersigned purchaser(s) of the property described in these proceedings, of or formerly of Floyd A. Shikoski and Frances Y. Shikoski sold at public auction on the 9th day of May 1989, in front of the Courthouse Door, in Centreville, Queen Anne's County, Maryland, does hereby make oath in due form of law,
(a) by BARBARA J. SEWARD,
as Principal, or (b) by XXX,
Agent for XXX,
that the undersigned did not directly or indirectly discourage anyone from bidding for said property.

AS WITNESS my hand this 9th day of MAY, 1988.

Barbara J. Seward
Purchaser

Purchaser

Subscribed and Sworn to before me, the undersigned, a Notary Public of the County of Queen Anne's, State of Maryland, this 9th day of May, 1988.

AS WITNESS my hand and Notarial Seal.

Deborah P. Travers
NOTARY PUBLIC
My Commission Expires: 7/1/1990

DEBORAH P. TRAVERS NOTARY PUBLIC QUEEN ANNES CO. MD.

LIBER 20 PAGE 498

AFFIDAVIT OF AUCTIONEER

I HEREBY CERTIFY, that on this 9th day of May, 1988, that the undersigned, did sell at public sale the lands of Floyd A. Shikoski and Frances Y. Shikoski, Kent Island Estates, Queen Anne's County, Maryland, unto Barbara J. Seward at and for the sum of $ 92,000.00, 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 9th day of May, 1988.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: 7-1-1990

NOTARY PUBLIC
QUEEN ANNE'S COUNTY, MD.

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

RAYMOND A. BROOKHART, Surviving Trustee

vs.

FLOYD A. SHIKOSKI

FRANCES Y. SHIKOSKI

Civil No. 88-01490

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 30th day of May, 1989 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 30, 1989

L LIBER 20 PAGE 560 I

RAYMOND A. BROOKHART

Vs.

FLOYD A. SHIKOSKI
FRANCES Y. SHIKOSKI

IN THE CIRCUIT COURT FOR

QUEEN ANNE'S COUNTY

Civil Action No. 88-01490

Madam Clerk:

Kindly file the attached "Surety Rider" increasing the trustee's bond from $60,000.00 to $92,000.00

Vachel A. Downes, Jr.
Attorney for Trustee

1989 MAY 31 PM 4:17
QUEEN ANNE'S COUNTY

Selective INSURANCE

Selective Insurance Company of America
Selective Way Insurance Company
Branchville, New Jersey 07890
201-948-3000

SURETY RIDER

It is hereby understood and agreed that surety bond number B803368 with Raymond A. Brookhart as principal and State of MD as obligee is hereby amended effective 5/19/89 as follows:

To amend bond amount from $60,000. to $92,000.

It is further understood and agreed that no other condition, limitation or exclusion of the bond shall be altered or amended by this rider.

This rider shall be attached to and forms a permanent part of bond number B803368

Signed, sealed and dated this 19th day of May 19 89.

Raymond A. Brookhart
Principal

Selective Insurance Company of America
BY Judith S. Bennett
Attorney-in-Fact
Judith S. Bennett

Obligee

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION
1215 NEW HAMMONDS FERRY ROAD
GLEN BURNIE, MARYLAND 21061

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

SELECTIVE INSURANCE COMPANY OF AMERICA
CORPORATE SEAL
NEW JERSEY
1928

B 63 (2/88)

Surety Amend rider filed 6/13/89

LIBER 20 PAGE 502

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

IN TESTIMONY WHEREOF, I herunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 9th day of August, 1989.

Marguerite W. Mankin

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

LIBER 20 PAGE 503

Centreville, Md. 6/21 19 89

We Hereby Certify

That the annexed advertisement of Brookhart vs. Shikoski was published in the RECORD OBSERVER, a newspaper published in Queen Anne's County, Maryland, once in each of 3 successive weeks before the 30th day of June 19 89. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 7th day of June 19 89, and the last insertion on the 21st day of June 19 89.

Publishers, Record Observer

Per Dorothy M. Thomas

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
RAYMOND A. BROOKHART
Surviving Trustee
vs.
FLOYD A. SHIKOSKI
FRANCES Y. SHIKOSKI
Civil No. 88-01490

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 30th dey of Mey, 1989 that the sale of the real property made end reported in this ection will be retified after the expiration 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 a 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. Mankin, Clerk
TRUE COPY, TEST:
Marguerite W. Mankin, Clerk
By: Betty M. Comegys, Deputy Clerk

Filed May 30, 1989
RO-6-7-3t-03

RECEIVED
CLERK'S OFFICE
1989 JUL -7 AM 10: 24
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 504

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

RAYMOND A. BROOKHART, etc. Plaintiff	:	
v.	:	Civil #88-01490
FLOYD A. SHIKOSKI, et al. Defendant	:	

: : : : :

FINAL RATIFICATION OF SALE
AND REFERRAL TO 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 this 7th day of July, 1989, that:

1. The Report of Sale is hereby finally ratified.

2. The papers in this action are hereby referred to the Auditor to state an account, pursuant to Rules 2-543 and BR6 b 5, of the proceeds of the sale and a proper distribution thereof.

3. The Clerk will 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 15 days after the recording of the deed conveying the property to the purchaser.

4. Within 15 days after receipt of all such information from the fiduciary, the Auditor shall file an account or report in accordance with Rule 2-543 (e), unless that time is extended by the Court.

JUDGE

1989 JUL -7 PM 3:08
QUEEN ANNE'S COUNTY

RAYMOND A. BROOKHART, ET. AL.	:	IN THE
Plaintiffs	:	CIRCUIT COURT
VS.	:	FOR
FLOYD A. SHIKOSKI, ET. UX.	:	QUEEN ANNE'S COUNTY
Defendants	:	MARYLAND
	:	CIVIL ACTION NO. 88-01490

MOTION TO INTERVENE AND
STATEMENT OF CLAIM

The Queenstown Bank of Maryland by Michael R. Foster and Foster & Braden, its attorneys, respectfully represents until this Honorable Court:

1. That on May 26, 1989, the Queenstown Bank of Maryland secured a judgment against Floyd A. Shikoski and Frances Shikoski in the District Court for Queen Anne's County, being Civil Case No. 3-4-82CV-459 entitled, Queenstown Bank of Maryland vs. Floyd A. Shikoski and Frances Shikoski. A copy of the docket entries are attached hereto and labeled Exhibit No. 1.

2. That on March 30, 1984, a Notice of Lien of Judgment was filed in the Circuit Court for Queen Anne's County in Liber M.W.M. No. 2, folio 708, a copy of which is attached hereto and labeled Exhibit No. 2.

3. That the Defendants have made payments on the judgment lien, however, as of July 15, 1985, there remained a principal indebtedness of $275.03. That the current judgment debt together with interest as of July 15, 1989, totals $385.03 as set forth on the attached affidavit labeled Exhibit No. 3.

4. That the Report of Sale previously filed in this matter would indicate that there would be a sufficient surplus so as to satisfy the judgment debt of the Queenstown Bank of Maryland and, therefore, the bank has an interest in the subject of these proceedings and are so situate that the disposition of the action will affect their rights so as to allow intervention all as provided for by Maryland Rule 2-214. That intervention by the Queenstown Bank of Maryland will not unduly delay or prejudice the adjudication of the rights of the original parties.

WHEREFORE, the Queenstown Bank of Maryland prays:

A. That the Queenstown Bank of Maryland be allowed to intervene as a party to these proceedings.

B. That this Court pass an Order approving the claim of the Queenstown Bank of Maryland in directing the auditor to allow such surplus as remains after the payment of costs, expenses and the claim of the first mortgage or deed of

trust towards the repayment of the claim of the Queenstown Bank of Maryland.

Michael R. Foster
Foster & Braden
P.O. Box 367
Stevensville, Maryland 21666
(301) 643-2141
Attorneys for the Queenstown
Bank of Maryland

STATEMENT OF GROUNDS AND AUTHORITIES

Maryland Rule 2-503.
Maryland Rule 2-214.
Maryland Rule 2-543.

Michael R. Foster

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on this 24th day of August, 1989, a copy of the aforegoing Motion to Intervene and Statement of Claim was mailed, postage prepaid, to Mr. and Mrs. Floyd A. Shikoski, Kent Island Estates, Stevensville, Maryland 21666; Vachel A. Downes, Jr., Esq., 115 Lawyers Row, Centreville, Maryland 21619; and Samuel Paavola, 1 Willow Street, Annapolis, Maryland 21401.

Michael R. Foster

CV 3-4-82CV 459

Queen Anne's County

PARTIES

Plaintiff:

Queenstown Bank of Maryland, a body corporate
Queenstown, Maryland 21658

VS.

Defendant(s):

	Return
1 Floyd A. Shikoski Kent Island Estates Sec. 1 Stevensville, Md. 21666	served 6/2/82
2 Frances Shikoski Stevensville, Maryland 21666	
3	
4	

ATTORNEYS

For Plaintiff – Name & Address

Michael R. Foster, Esq.

For Defendant: Address / Name / Address / Name / Address

JUDGMENT

SUMMARY
DEFAULT
CONSENT
CONFESSION [X]
NISI

Condemnation

in favor of Plaintiff

for

$ 19530.5 DAMAGES and COSTS $ 25.00

with interest from date plus $ 292.95

Attorney's Fees against Defendant No. 1 and Defendant No. 2 but said confessed judgment is not a lien on any real property which is used as principal residence

5/26/82 — Date — Judge

Judgment Absolute — Date — Clerk

Judgment Mailed — Date — Clerk

in favor of

for

$ DAMAGES and COSTS $

with interest from date plus $

Attorney's Fees against

Date — Judge

Judgment Absolute — Date — Clerk

Judgment Mailed — Date — Clerk

CONTINUANCES

DATE	PLTF	DEFT	PARTIES	CONSENT	ADD'L DEFT	DEF CONCLUSION	CONSENT	APPROVED	PARTIES NOTIFIED

DATE SATISFACTION FILED

DATE	Description of Papers
5/25/82	INITIAL FILING & Sheriff's Service
5/26/82	Return to Sheriff for service
6/3/82	Sheriff's Return filed dft #1 Pltff notified

LIBER 20 PAGE 518

(CV 50 R

EXHIBIT 1

LIBER 2 PAGE 708 LIBER 120 PAGE 509

DISTRICT COURT OF MARYLAND FOR Queen Anne's County

City/County

Located at 120 Broadway-Centreville,Md.21617 Case No. 3482CV 459

Court Address

Queenstown Bank of Maryland
Name

Queenstown,Maryland 21658
Address

Plaintiff/Judgment Creditor

vs.

Floyd A. Shikoski
Name Frances Shikoski

Address Kent Island Estates
Stevensville,Md.21666

Defendant/Judgment Debtor

Michael R.Foster
21666

NOTICE OF LIEN OF ATTACHMENT

To the Clerk of the Circuit Court for ..... County:

I HEREBY CERTIFY that an Original Process Attachment on Real Estate was levied in the above case, on real estate located at .....

MAR 30-84 * 22[illegible]
MAR 30-84 A [illegible]

Date Clerk

NOTICE OF LIEN OF JUDGMENT

To the Clerk of the Circuit Court for ..... County:

I HEREBY CERTIFY that the following judgment has been recorded in this Court in the above entitled case:

Date of Entry of Judgment ..... May 26, 1982

Amount of Judgment $ 1,953.05

Attorney's Fees $ 292.95

Costs $ 25.00

March 30,1984

Date Clerk

NOTICE OF LIEN OF SCIRE FACIAS

To the Clerk of the Circuit Court for ..... County:

I HEREBY CERTIFY that a Scire Facias issued in the above case on ..... Date

on a judgment originally entered in ..... Original Case No.

Date Clerk

NOTICE OF MODIFICATION OF LIEN NO. .....

To the Clerk of the Circuit Court for ..... County:

I HEREBY CERTIFY that the following subsequent action has taken place concerning the above lien:

☐ Set aside on ..... ☐ Dissolved on .....

☐ Satisfied on ..... ☐ Modified on .....

Date Clerk

CV 53 (Rev. 8/83)

EXHIBIT 2

AFFIDAVIT

I, the undersigned, do hereby declare under the penalties of perjury that the following balance is due and owing in the Judgment of the Queenstown Bank of Maryland vs Floyd A. Shikoski and Frances Shikoski , Case No. 3482CV459:

Balance as of 7-15-85	$ 275.03
Interest to 7-15-86	27.50
7-15-87	27.50
7-15-88	27.50
7-15-89	27.50
	$ 385.03

Michael R. Foster

RAYMOND A. BROOKHART, ET. AL.	:	IN THE
Plaintiffs	:	CIRCUIT COURT
VS.	:	FOR
FLOYD A. SHIKOSKI, ET. UX.	:	QUEEN ANNE'S COUNTY
Defendants	:	MARYLAND
	:	CIVIL ACTION NO. 88-01490

ORDER GRANTING INTERVENTION
AND APPROVING CLAIM

Upon review of the aforegoing Motion to Intervene and Statement of Claim of the Queenstown Bank of Maryland, it is this 14th day of September, 1989, ORDERED, ADJUDGED, AND AGREED by the Circuit Court for Queen Anne's County:

1. That the Queenstown Bank of Maryland be allowed to intervene in these proceedings as a junior lien holder.

2. That the auditor allow such surplus as remains after the payment of costs, expenses and the claim of the first deed of trust towards the repayment of the claim of the Queenstown Bank of Maryland provided, however, that such claim shall be considered together with all other claims filed and approved in this matter at the time when the audit is prepared.

JUDGE

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

RAYMOND A. BROOKHART, etc. *
*
v. * Civil #88-01490
*
FLOYD A. SHIKOSKI, et. al. *
*

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

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$92,000.00	
Interest on 87,000 at 11% from 5/9/89 to 8/10/89 94 days at 26.21 per day		2,463.74	
Real Property Taxes Adjusted to Seller		121.18-	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$94,342.56
COMMISSIONS, to Fiduciary 5% per Deed of Trust		$ 4.723.18-	
EXPENSES OF SALE			
Court Costs	$ 291.00-		
Advertising			
Notice of Sale[1/]	643.68-		
Report of Sale	93.87-		
Bond Premium	368.00-		
Auctioneer Fee[2/]	250.00-		
Certified Mail & Federal Express	19.00-		
Clerk, copies	12.00-	$ 1,677.55-	
AUDITOR'S FEE		65.00-	$ 6,465.73-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$87,876.83

[1/] Notice of Sale had to given twice as the first sale date was cancelled because a bankruptcy was filed

[2/] Includes Auctioneer's $50 fee for cancelled sale

INDEBTEDNESS DUE UNDER DEED OF TRUST

Per Amended Statement of Debt	
Principal	$54,777.01-
Interest to 5/9/89	6,792.97-
Interest on Principal @ 9.75% 5/9/89 to 7/8/89 60 days at 14.63 per day	877.80-
Escrow Advances for Taxes, etc.	2,769.05-
Escrow Advances for costs in Civil Action 1490	1,238.84-
Late Charges through 5/89	309.30-
	$66,764.97-

AVAILABLE FOR DISTRIBUTION, as above	$87,686.96
SURPLUS	$20,921.99
DISTRIBUTION:	
Approved Claim of Queenstown Bank of Maryland	$ 385.03
Balance to Defendants Floyd & Frances Shikoski	$20,536.96

NOTICE

The attached Account was filed on October 25, 1989. 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 #88-01490. On the basis of the facts which appear on 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 12d were mailed to the following persons on October 25, 1989.

Vachel A. Downes, Jr.
115 Lawyers Row
Centreville, MD 21617

Raymond A. Brookhart
Loyola Federal Savings & Loan
1215 New Hammonds Ferry Rd.
Glen Burnie, MD 21601

Floyd A. Shikoski
Frances Y. Shikoski
Box 40
Stevensville, MD 21666

Samuel H. Paavola
1 Willow Street
Annapolis, MD 21401

Queenstown Bank of Maryland
Queenstown, MD 21658

Marian McKennan
Marian McKennan
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

RAYMOND A. BROOKHART, etc.	*	
vs.	*	Civil #88-01490
FLOYD A. SHIKOSKI, 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 20th day of November, 19__,

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.

JUDGE

REQUEST TO CORRECT ACCOUNT
AND ORDER RATIFYING AUDIT

It was brought to the Auditor's attention by the Trustee on the day the Audit was ratified that the account contained an inadvertent error in carrying over the Net Amount Available for Distribution from page 1 to page 2. Because there is a surplus and this error results in a change in the amounts to be distributed it is essential that the account be corrected. Page 1 of the Account is correct. Attached hereto is a revised page 2 containing corrected figures in the amount available for distribution, surplus and balance due to Defendants Floyd & Frances Shikoski.

I hereby certify that I mailed a copy of this Request and the corrected Page 2 of the Account to the following persons on November 29, 1989.

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

Raymond A. Brookhart
Loyola Federal Savings & Loan
1215 New Hammonds Ferry Road
Glen Burnie, Maryland 21061

Floyd A. Shikoski
Frances Y. Shikoski
Box 40
Stevensville, Maryland 21666

Samuel H. Paavola
1 Willow Street
Annapolis, Maryland 21401

Queenstown Bank of Maryland
Queenstown, Maryland 21658

Marian McKennan
Marian McKennan

INDEBTEDNESS DUE UNDER DEED OF TRUST		
Per Amended Statement of Debt		
Principal	$ 54,777.01-	
Interest to 5/9/89	6,792.97-	
Interest on Principal @9.75 % 5/9/89 to 7/8/89 60 days at 14.63 per day	$ 877.80-	
Escrow Advances for Taxes, etc.	2,769.05-	
Escrow Advances for costs in Civil Action 1490	1,238.84-	
Late Charges through 5/89	$ 309.30-	
	$ 66,764.97-	
AVAILABLE FOR DISTRIBUTION, as above		$ 87,876.83
SURPLUS		$ 21,111.86-
DISTRIBUTION:		
Approved Claim of Queenstown Bank of Maryland		$ 385.03
Balance to Defendants Floyd & Frances Shikoski		$ 20,726.83

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

RAYMOND A. BROOKHART, etc. *
*
v. * Civil #88-01490
*
FLOYD A. SHIKOSKI, et. al. *
*

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

AMENDED AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$92,000.00	
Interest on 87,000 at 11% from 5/9/89 to 8/10/89 94 days at 26.21 per day		2,463.74	
Real Property Taxes Adjusted to Seller		121.18-	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$94,342.56
COMMISSIONS, to Fiduciary 5% per Deed of Trust		$ 4.723.18-	
EXPENSES OF SALE			
Court Costs	$ 291.00-		
Advertising			
Notice of Sale[1/]	643.68-		
Report of Sale	93.87-		
Bond Premium	368.00-		
Auctioneer Fee[2/]	250.00-		
Certified Mail & Federal Express	19.00-		
Clerk, copies	12.00-	$ 1,677.55-	
AUDITOR'S FEE		65.00-	$ 6,465.73-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$87,876.83

[1/] Notice of Sale had to given twice as the first sale date was cancelled because a bankruptcy was filed

[2/] Includes Auctioneer's $50 fee for cancelled sale

INDEBTEDNESS DUE UNDER DEED OF TRUST		
Per Amended Statement of Debt		
Principal	$ 54,777.01-	
Interest to 5/9/89	6,792.97-	
Interest of Principal @ 9.75% 5/9/89 to 7/8/89 60 days at 14.63 per day	877.80-	
Escrow Advances for taxes etc.	2,769.05-	
Escrow Advances for costs in Civil Action 1490	1,238.84-	
Late Charges through 5/89	309.30-	
	$ 66,764.97-	
AVAILABLE FOR DISTRIBUTION, as above		$ 87,876.96*
SURPLUS		$ 21,111.99*
DISTRIBUTION:		
Approved Claim of Queenstown Bank of Maryland per Order 9/14/89		$ 385.03
Balance to Defendants Floyd & Frances Shikoski		$ 20,726.96*

* The amount available for distribution has been amended from the figure of $87,686.96 shown here in the original account filed 10/25/89 to $87,876.91 which is the correct amount which should have been carried forward from the Net Amount Available on Page 1 of that account. This change results in an amendment of the Surplus from $20,921.99 to $21,111.99. This then results in a change in the Balance due to Mr. & Mrs. Shikoski from $20,536.96 to $20,726.96.

NOTICE

The attached Amended Account was filed on December 11, 1989. Exceptions to the Amended Account must be filed within ten (10) days of that date. If timely exceptions are not filed, the Amended Account may thereupon be ratified. The amount allowed to each claimant is stated in the attached Amended Acount.

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 #88-01490. On the basis of the facts which appear on 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 Amended Account and Notice conforming to the requirements of Maryland Rule 2-543 and Second Circuit Rule 12d were mailed to the following persons on December 11, 1989.

Vachel A. Downes, Jr.
115 Lawyers Row
Centreville, MD 21617

Raymond A. Brookhart
Loyola Federal Savings & Loan
1215 New Hammonds Ferry Rd.
Glen Burnie, MD 21061

Floyd A. Shikoski
Frances Y. Shikoski
Box 40
Stevensville, MD 21666

Samuel H. Paavola
1 Willow Street
Annapolis, MD 21401

Queenstown Bank of Maryland
Queenstown, MD 21658

Marian McKennan
Marian McKennan
Auditor

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

RAYMOND A. BROOKHART, etc.	*	
vs.	*	Civil #88-01490
FLOYD A. SHIKOSKI, et.al.	*	

* * * * * * * * * * *

ORDER RATIFYING AUDIT

The matter coming before the Court on the Amended 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 Amended Account was filed, it is this 3rd day of January, 1990,

ORDERED that the Amended 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.

JUDGE

MICHAEL R. FOSTER J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland 21666	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	QUEEN ANNE'S COUNTY
vs.	:	MARYLAND
RICHARD A. CALABRIA NATHALDA A. WATTS 272 Magothy Bridge Road Pasadena, Maryland, 21122	:	
Defendants	:	CIVIL ACTION NO. 89-01915

ORDER TO DOCKET SUIT FOR FORECLOSURE OF MORTGAGE

Marguerite W. Mankin, Clerk:

Please docket suit as above entitled for foreclosure of the Purchase Money Mortgage from Richard A. Calabria and Nathalda A. Watts to the Queenstown Bank of Maryland, dated September 21, 1988, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 313, folio 684 and assigned to Michael R. Foster and J. Donald Braden, Attorneys, for purposes of foreclosure on September 5, 1989, said Assignment being duly recorded among the Land Records of Queen Anne's County contemporaneously herewith; the undersigned being thereby authorized to exercise the power of sale, default having occurred in the terms thereof by reason of the nonpayment when due of principal and interest of the note secured by said

LBF 20 FOL 522

\a\Wissman.ORD

JEFFREY E. THOMPSON
Substitute Trustee
118 North Commerce Street
Centreville, Maryland 21617

Plaintiff

v.

Donald E. Wissman and
Gloria J. Wissman
P.O. Box 791
Grandy, North Carolina 27939

Defendants

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
MARYLAND
CIVIL ACTION NO. 89-01902

* * * * * * * *

ORDER TO DOCKET SUIT

MADAM CLERK:

You will please docket suit as per the above titling for foreclosure of a Deed of Trust from Donald E. Wissman and Gloria J. Wissman, Grantor, to J. Robert Barton and Daniel T. Cannon, Trustees, dated December 22, 1987, recorded in Liber M.W.M. No. 295, folio 795, JEFFREY E. THOMPSON having been appointed Substitute Trustee by Deed of Appointment of Substitute Trustee dated August 24, 1989, among the Land Records of Queen Anne's County, and is authorized to exercise the power of sale contained in said Deed of Trust; default having occurred in the terms thereof by reason of the nonpayment when due of the principal and interest of the note secured by said Deed of Trust, and you will file in said suit the original Deed of Trust, the original note, and a certified copy of the Deed of Appointment of Substitute Trustee, as well as the accompanying Military Affidavit and Statement of Indebtedness.

Jeffrey E. Thompson
118 North Commerce Street
Centreville, Maryland 21617
Telephone No.: 758-0877
Substitute Trustee

Rec 248560
8/24/89

FILED
1989 AUG 24 AM 10 36
QUEEN ANNE'S COUNTY

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

mortgage.

Please also docket the attached ~~certified copy of the~~ Purchase Money Mortgage and Assignment, Military Affidavit, and Statement of Indebtedness, and Bond.

Michael R. Foster

J. Donald Braden

Assignees
for Purposes of Foreclosure
Morgan Building
P.O. Box 367
Stevensville, Maryland, 21666
(301) 643-2141
Plaintiff

LBFR 20 PAGE 523

150208-81

103371

PROMISSORY NOTE

THIS LOAN IS PAYABLE IN FULL ON DEMAND. IF THE BANK DEMANDS PAYMENT, YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST
RATE ON THIS LOAN.

$40,500.00 DATE: 12-22-87

FOR VALUE RECEIVED, We, the undersigned, promise and agree to pay to The Centreville National Bank of Maryland, a national banking association, at its principal office in Centreville, Maryland, the principal sum of $40,500.00, plus interest after date on the unpaid principal balance at the rate of 11 per cent, per annum, both principal and interest to be paid ON DEMAND.

ALL payments on account of this note shall be applied first to the payment of interest at the rate specified hereinabove and any amount remaining after the payment of such interest shall be applied to the unpaid principal balance. The makers hereof have the right to prepay said principal balance, either in whole or in part, at any time, without premium or fee, interest to be adjusted whenever payments on principal are made. Until Demand is made, it is agreed that payment shall be made in 240 equal, consecutive, monthly installments of $418.05 each, beginning on the 22nd day of Jan., 1988 and on the 22nd day of each month thereafter.

IF DEFAULT be made in any payment demanded under this note, or if default be made by the undersigned in the performance or observance of any of the covenants, terms, and conditions imposed upon, or assumed by, the undersigned in the Deed of Trust dated even date herewith, on certain real property located in Queen Anne's County, Maryland, which has been given for the purpose of securing this note, the entire principal sum and all 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 in the event of any particular default shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event of default in payment of this note or any other note or notes secured by the said Deed of Trust, and if the same is collected by an attorney at law, the undersigned agree to pay all costs of

LAW OFFICES
ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1880

Auto Bill

1Pt. 405.00

DOCUMENT NO. 148,419 LIBER 313 PAGE 634 LIBER 20 PAGE 524

THIS PURCHASE MONEY MORTGAGE, made this 21st day of September, 1988, by and between RICHARD A. CALABRIA and NATHALDA A. WATTS, Mortgagors; and QUEENSTOWN BANK OF MARYLAND, a body corporate of the State of Maryland, Mortgagee;

WHEREAS, the Mortgagors are indebted unto the Mortgagee in the sum of EIGHTY-TWO THOUSAND DOLLARS ($82,000.00), which sum was this day loaned and is evidenced by and payable with interest as provided in a note of even date herewith, the unpaid balance with interest thereon being due and payable on or before the 21st day of Sept, 1998.

WHEREAS, it was a condition precedent to the making of said loan that the repayment thereof with interest should be secured by the execution of this mortgage as additional security.

NOW, THEREFORE, THIS MORTGAGE WITHESSETH, that in consideration of the premises, and the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, the Mortgagors hereby grant and convey unto the Mortgagee, its successors and assigns, in fee simple, all of the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a plat entitled "Subdivision Plat, Kentwood, Fourth Election District, Queen Anne's County, State of Maryland", by Russell R. Klages and Associates, dated June 8, 1973, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 75, folio 572 and in Plat Book C.W.C. No. 2, folio 13, said lot being known and designated thereon as Lot No. 9, Kentwood.

OH
RECD FEE 19.00
POSTAGE .50

BEING the same land granted and conveyed unto the Mortgagors herein by deed of even date herewith, from Edward Wayne Stivers and Sue Ann Stivers, his wife, and recorded, or intended to be recorded immediately prior hereto, among the Land Records of Queen Anne's County.

SUBJECT, NEVERTHELESS, to the restrictive covenants and conditions contained in a deed from Christopher A. Batzer, et. al., to Ann M. Starkey, dated the 23rd day of August, 1973, and recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 77, folio 177.

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

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of the Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the Mortgagors shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by the Mortgagors in accordance with the terms of this mortgage and the note secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all the terms, covenants and conditions of this Mortgage and the note secured hereby, including the payment of any late charges, then this mortgage shall be void; otherwise, it is to remain in full force and effect.

THE MORTGAGORS JOINTLY AND SEVERALLY HEREBY COVENANT:

a. That they warrant specially the property hereby conveyed; that they are seized thereof in fee simple and have a right to convey the same; that they have

CLERK

1988 SEP 26 AM 10: 19

QUEEN ANNE'S COUNTY

collection, including an attorney's fee of not less than 15% of the amount of the judgment as collected, which attorney's fee shall not be diminished by any other fees, costs or charges.

THE HOLDER of this note may collect a delinquent or "late charge" not to exceed the greater of $2.00 or 5% of the total amount of any delinquent or late periodic installment of principal and interest which is received at the office of the Holder of this note more than 15 calendar days from the due date thereof to cover the extra expense in handling delinquent payments.

Mary F Lightner Donald E Wissman (SEAL)
DONALD E. WISSMAN

Mary F Lightner Gloria J Wissman (SEAL)
GLORIA J. WISSMAN

1-54
21651-9608

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ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

done no act to encumber the same; that they will execute such further assurances thereof as may be requisite.

b. That should title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the Mortgagors by voluntary or involuntary grant or assignment or in any other manner without the Mortgagee's written consent, or should they default on any note, bond, mortgage or deed of trust secured by or securing a prior lien upon the herein mortgaged property; or should the same be further encumbered by the Mortgagors, their or its successors, heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum at the option of the Mortgagee shall immediately become due and owing as herein provided.

c. That they will pay or cause to be paid when due the principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest thereon, and all other sums payable by them in accordance with the terms of this mortgage and note secured hereby, including, but not limited to, the payment of late charges, or any renewals or extensions, and that they hereby expressly waive the benefits of all exemptions, homestead or otherwise, under the laws of this or any other State, and agree to pay the debt without any offset whatsoever.

d. That they will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed, or any part thereof.

e. That they will keep all improvements now or hereinafter located on the premises in good repair; that they will maintain and work the premises hereby conveyed in a good and husbandlike manner; that they will commit no waste; that they will not cut or remove or permit to be cut or removed any wood or timber from said premises without the written consent of the Mortgagee, and that they will make all proper renewals, replacements, and additions to the property, and not tear down the improvements or materially change them or permit them to be torn down or materially changed without prior written consent of the Mortgagee.

f. That they will insure and keep insured buildings and improvements now or which may hereafter be placed on the said premises against loss or damage by fire, flood, lightning, windstorm and tornado in companies and amounts satisfactory to the Mortgagee, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Mortgagee as its interest may appear. At the option of the Mortgagors, and subject to the consent of the Mortgagee, sums so received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

g. If the Mortgagee shall incur any expense or expend any sums, including reasonable attorney's fees, whether in connection with any action or proceeding or not, to sustain the lien of this mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby secured, or for any title examination or title insurance policy relating to the title to the property, all such sums shall on notice and demand be paid by the Mortgagors, together with interest thereon at the current rate hereunder until paid, and be secured by the lien of this mortgage.

THE PARTIES HERETO FURTHER COVENANT AND AGREE:

1. Upon any default in any of the covenants of this mortgage, the Mortgagors in accordance with Subtitle W of the Maryland Rules of Procedure, or any other general or local rules, regulations or laws of the State of Maryland relating to mortgages, including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, do hereby (a) declare their assent to the passage or a decree for the sale of the property; and (b) authorize the Mortgagee, its successors or assigns, or Michael R. Foster, its attorney, after such default

DOCUMENT NO. 143,063 | LIBER 295 PAGE 795 | LIBER 20 PAGE 525

THIS DEED OF TRUST, made this 22nd day of Dec., 1987, among DONALD E. WISSMAN and GLORIA J. WISSMAN, husband and wife, herein collectively called "Borrower", and referred to in the singular masculine; and J. ROBERT BARTON and DANIEL T. CANNON, hereinafter called "Trustees", and the Beneficiary, THE CENTREVILLE NATIONAL BANK OF MARYLAND, a body corporate of the State, whose address is 109 N. Commerce Street, Centreville, Maryland, 21617.

The Borrower in consideration of the indebtedness herein recited and the Trust herein created, irrevocably grants and conveys to the Trustees, their successors and assigns, in fee simple, the following described property:

ALL that lot and parcel of land situate in the Seventh Election District of Queen Anne's County, in the State of Maryland, (at or near that Section of said District known as Unicorn) and also being on the east side of a dirt road which branches from Route #313 at or near a property known as Roberts Store, (formerly known as Teat's Store), said dirt road running in a north and south direction from Route #313 said dirt road being on the north side of said Route #313 and approximately two miles south of Millington, said lot hereby conveyed being bounded on the north by the land of William Dittrick, on the east by land of or formerly of Robert Smith, on the south by land of Hamilton B. Scott, and on the west by land of Frank Coppage, and which is described by the following metes and bounds, courses and distances, to wit:

BEGINNING at a concrete monument on the west line of the said public land (or dirt road) and on the east line of land of the said Frank Coppage, and being the northwest corner of land of Hamilton B. Scott, thence running by and with the east line of land of the said Frank Coppage; North 05 degrees 30 minutes west, 100.0 feet to a concrete monument and being the southwest corner of land of William Dittrick; thence by and with the south line of land of the said William Dittrick; North 84 degrees 30 minutes east 317.98 feet to a concrete monument in the west line of land now or formerly of Robert Smith; thence and with the west line of land of the said Robert Smith; South 08 degrees 30 minutes east, 100.14 feet to a concrete monument, and being the northeast corner of land of Hamilton B. Scott; thence by and with the north line of land of the said William B. Scott; South 84 degrees 30 minutes west, 323.22 feet to a concrete monument in the west line of the aforesaid public land or dirt road, the place of beginning, containing Seven Hundred Thirty-six One-thousandths (0.736) acre of land.

BEING the same land granted and conveyed unto the Borrower by deed dated July 24, 1980, from Edward L. Anderson and Cindy Lou Anderson, husband and wife, and

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ATTORNEY AT LAW
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758-1660

shall have occurred as aforesaid, to sell the hereby mortgaged property. Any such sale, whether under the assent to a decree or power of sale, may be made by the person or persons authorized to sell either as an entirety or in such separate parcels and on such terms and at such places and in such manner as they may deed advisable.

2. Upon any sale of the property under this mortgage, whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of such sale shall be applied as follows: First to the payment of all expenses incident to the sale including a counsel fee of $500.00 for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the Mortgagee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making the sale equal to the commissions allowed trustees for making sales of property under decrees of the equity court having jurisdiction, and also any liens prior to the lien of this mortgage unless the sale is made subject to such prior liens; Second, to the payment of all claims of the Mortgagee hereunder, whether they have matured or not, with interest thereon until final ratification of the auditor's report; Third, the balance, if any, to the Mortgagors or to any person or persons entitled thereto, upon the surrender of the property to the purchaser, less any expenses incurred in obtaining possession.

3. Immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagors, and each of them, to the party inserting the advertisement or notice all expenses incident to such advertisement or notice, all court costs, attorney's fees and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, then due, equal to one-half (1/2) the percentage allowed as commission on such sum to trustees making sales under orders or decrees of the equity court having jurisdiction, and such party shall not be required to receive the principal and interest only of the mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of such expenses, costs, attorney's fees and commissions.

4. That in the event of a sale of the mortgaged property under the provisions hereof, all annual crops, pitched, planted or growing upon said property at the time of sale shall pass to the purchaser of said property as a part thereof.

5. The Mortgagee may at any time renew this mortgage, extend the time for payment of the debt or any part thereof or interest thereon and waive any of the covenants or conditions of this mortgage in whole or in part, either at the request of any one or more of the Mortgagors or of any person having an interest in the property, take or release other security, or any part of this property, or such other security, grant extensions, renewals or indulgences therein, or apply to the payment of principal and interest on the mortgage debt any part or all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the Mortgagors or any of them, from any of the covenants or conditions of this mortgage, or releasing the unreleased part of the property herein described from the lien of this mortgage for the amount of the mortgage debt, and may release any party primarily or secondarily liable on the mortgage debt without releasing any other party liable thereon and without releasing the property subject thereto.

6. Until default is made in any covenant or condition of this mortgage, the Mortgagors shall have possession of the property. Upon default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled without notice to the Mortgagors, or any of them, to the immediate possession of the property and to the appointment of a receiver of the property to operate the same, without regard to the adequacy thereof as security for the mortgage debt, and the Mortgagors shall pay all costs in connection therewith, and upon any default, whether or not a receiver be appointed, the rents and profits of the property are hereby assigned to the Mortgagee as additional security.

recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 166, folio 173.

TO SECURE to Lender the repayment of sums advanced, including future advances, not to exceed $40,500.00, with interest due thereon, of which $40,500.00, has been advanced as evidenced by a promissory note dated even date herewith said indebtedness and any future advances, if not sooner paid, to be due and payable in accordance with the promissory note of even date herewith.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend specially the title to the Property against any and all claims and demands.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note, the prepayment and late charges as provided in the note, and the principal of and interest on any Future Advances, as well as late charges, secured by this Deed of Trust.

2. TAXES: CHARGES, LIENS. Borrower shall pay all taxes, water and sewer fees, 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, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any line which has priority over this Deed of Trust.

3. APPLICATION OF PAYMENTS. Unless applicable law provided otherwise, all payments received by Lender under the Note shall be applied by Lender first to the principal of the Note, and then to interest and principal on any Future Advances.

4. INSURANCE. That they will insure and keep insured buildings and improvements now or which may hereafter be placed on the said premises against loss or damage by fire, flood, lightning, windstorm and tornado in companies and amounts satisfactory to the Lender, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Lender as its interest may appear. Subject to the consent of the Lender, sums so received by the Lender may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Lender, may be applied in

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LIBER 313 PAGE 637 LIBER 20 PAGE 527

7. The rights, powers, privileges and discretions specifically granted to the Mortgagee under this mortgage are not in limitation of, but in addition to those to which the Mortgagee is entitled under any general or local laws relating to mortgages in the State of Maryland, now or hereafter existing.

8. Before full payment of the mortgage debt, the Mortgagee, in its discretion, may make advances to the Mortgagors to the extent permitted by law and such sums shall be secured by this mortgage.

9. The rights, powers and privileges and discretions to which the Mortgagee may be entitled shall inure to the benefit of it and its successors and assigns; are cumulative and not alternative; may be enforced successively or concurrently; and failure to exercise any of them shall not be deemed a waiver thereof and no waiver of any one shall be deemed to apply to any other, nor shall it be effective unless in writing and signed by the Mortgagee.

10. The covenants, agreements, conditions and limitations herein imposed upon the Mortgagors shall be binding upon their respective heirs, personal representatives, successors and assigns.

11. Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

WITNESS the signatures and seals of the Mortgagors.

WITNESS:

Lauren J. Imbrugia R. A. Calabria (SEAL)
Richard A. Calabria

LIBER 334 PAGE 759

No. 154,877
Re RECEIVED FOR RECORD

1989 SEP -6 PM 4:00
QUEEN ANNE'S COUNTY

Assignment

RECD FEE 13.00
Rec. #253130

OF MORTGAGE FROM Richard A Calabria & Nathalda A Watts

TO Queenstown Bank Of Maryland AS RECORDED IN

LIBER MWM NO. 313 FOLIO 684

File in CV 89-01915

The Queenstown Bank of Maryland hereby assigns the within Mortgage to Michael R. Foster and J. Donald Braden, Assignees for the purpose of foreclosure, this 5th day of September 1989.

ATTEST:
Cynthia L. White

QUEENSTOWN BANK OF MARYLAND
BY: Albert V. Stant
Albert V. Stant
President

NOTARY PUBLIC QUEEN ANNE'S COUNTY
QUEENSTOWN BANK OF MARYLAND INCORPORATED 1899

payment of any indebtedness, matured or unmatured, secured by this Deed of Trust.

5. PRESERVATION AND MAINTENANCE OF PROPERTY. Borrower will keep all improvements now or hereinafter located on the premises in good repair; that they will maintain and work the premises hereby conveyed in a good and husbandlike manner; that they will commit no waste; that they will no waste; that they will not cut or remove or permit to be cut or removed any wood or timber from said premises without the written consent of the Lender, and that they will make all proper renewals, replacements, and additions to the property, and not tear down the improvements or materially change them or permit them to be torn down or materially changed without the prior written consent of the Lender.

6. 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, or sales for delinquent governmental liens, then Lender at Lender's option, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including but not limited to, payment of governmental liens, disbursement or reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, 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 6 shall require Lender to incur any expense or take any action hereunder.

7. 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.

8. 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.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend

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ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

MICHAEL R. FOSTER J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland 21666	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	QUEEN ANNE'S COUNTY
vs.	:	MARYLAND
RICHARD A. CALABRIA NATHALDA A. WATTS 272 Magothy Bridge Road Pasadena, Maryland, 21122	:	
Defendants	:	CIVIL ACTION NO. _____

MILITARY AFFIDAVIT

STATE OF MARYLAND, QUEEN ANNE'S COUNTY:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Michael R. Foster and J. Donald Braden, Attorneys for purposes of foreclosure, and made oath in due form of law that they know of the Defendants herein, and that to the best of their information, knowledge and belief:

(1) said Defendants are not in the military service of the United States;

(2) said Defendants are not in the military service of any nation allied with the United States;

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

or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

9. 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 any reason of any demand made by the original Borrower and Borrower's successors interest.

10. 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.

11. 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.

12. 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. 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.

13. NOTICE. Except for any notice required under applicable law to be given in another manner, any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender 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.

14. 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, or (c) a transfer by devise, descent or by operation of law

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

Subscribed and sworn to before me this ____ day of _____, 1989.

Michael R. Foster
Attorney for Purposes of Foreclosure

J. Donald Braden
Attorney for Purposes of Foreclosure

Notary Public

My Commission Expires: 07/01/90

upon the death of a joint tenant. Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

15. ACCELERATION; REMEDIES. Upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, the Lender in accordance with Subtitle W of the Maryland Rules of Procedure, or any other general or local laws, including any amendments or supplements or additions thereto which do not materially change or impair the remedy, do hereby (a) declare their assent to the passage of a decree or power of sale, may be made by the Trustee either as an entirety or in such separate parcels and on such terms and at such places and in such manner as the Trustee may deem advisable.

Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided by this paragraph or be law, including, but not limited to, reasonable attorney's fees.

Upon any sale of the property by the Trustee, the 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 a counsel fee of $500.00 for conducting any proceeding without contest; if said proceedings shall be conducted with contest then reasonable attorney's fees and costs and expenses shall be allowed in excess of $3,000.00; (b) to all costs and expenses of the sale, including, but not limited to, Trustee's fees of 10% of the first $3,000.00 of the gross sales price and 5% of the sales price in excess of said $3,000.00; (c) to all sums secured by this Deed of Trust; and (d) the excess, if any, to the person or persons legally entitled thereto.

16. SATISFACTION SUBSEQUENT TO ADVERTISEMENT. That if the said property shall be advertised for sale, as herein provided, and shall not be sold, the Trustee or Trustees acting hereunder shall be entitled to one-half (1/2) of the commission above provided, to be computed on the unpaid balance of the debt hereby secured, and the same is hereby secured in a like manner as other charges and expenses attending the execution of this trust, and shall bear interest at the rate provided in the Note or Notes hereby.

17. 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

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ATTORNEY AT LAW
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LIBER 20 PAGE 530

MICHAEL R. FOSTER J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland 21666	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	QUEEN ANNE'S COUNTY
vs.	:	MARYLAND
RICHARD A. CALABRIA NATHALDA A. WATTS 272 Magothy Bridge Road Pasadena, Maryland, 21122	:	
Defendants	:	CIVIL ACTION NO. _____

STATEMENT OF MORTGAGE INDEBTEDNESS

Balance due on principal of note dated September 21, 1988, in the original principal amount of $82,000.00 by Richard A. Calabria and Nathalda A. Watts to the Queenstown Bank of Maryland	$83,042.05
With earned interest through August 30, 1989 (Per diem interest $28.43906)	7,524.68
Late charges through August 30, 1989	482.13
Total	$91,048.86

Michael R. Foster

J. Donald Braden

J. Donald Braden
Assignees for Purposes of Foreclosure
P.O. Box 367
Stevensville, Maryland 21666
(301) 643-2141

1989 SEP -6 AM 11:20
QUEEN ANNE'S COUNTY

Trust, not including sums advances in accordance herewith to protect the security of this Deed of Trust, exceed $40,500.00.

18. 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.

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

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

WITNESS:

Nancy J. Hightman — Donald E. Wissman (SEAL)
DONALD E. WISSMAN

Nancy J. Hightman — Gloria J. Wissman (SEAL)
GLORIA J. WISSMAN

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

I HEREBY CERTIFY, that on this 22 day of Dec, 1987, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared, Donald E. Wissman and Gloria J. Wissman, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Nancy J. Hightman
NOTARY PUBLIC
My Commission Exp. 7-1-90

NANCY J. HIGHTMAN NOTARY PUBLIC QUEEN ANNE'S CO.

ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

*1. Unpaid principal balances of the following mortages are recorded in Liber M.W.M No. 181, folio 81, $23,760.57; and in Liber M.W.M. No. 262, folio 941, $6,563.55.
2. The property described herein is the principal residence of the herein borrowers.
3. The Mortgagors herein are the original mortgagors.

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

I HEREBY CERTIFY, that on this _____ day of _____, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Michael R. Foster and J. Donald Braden, Assignees for purposes of foreclosure, Plaintiff, and made oath in due form of law that the aforegoing statement of mortgage indebtedness by Richard A. Calabria and Nathalda A. Watts, under the above described mortgage note is true and correct.

WITNESS my hand and Notarial Seal.

_____
Notary Public

My commission expires: 7/1/90

LIBER 295 PAGE 801

LIBER 20 PAGE 531

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

I HEREBY CERTIFY, that on this 22 day of Dec., 1987, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared, Robert R. Price Jr., of the party secured by the foregoing Deed of Trust, and made oath in due from 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 disbursed by the party secured to the Borrower or to 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 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.

WITNESS my hand and Notarial Seal.

Nancy J. Hightower

NOTARY PUBLIC
My Commission Exp: 7/1/90

RECEIVED
CLERK, CIRCUIT COURT
1987 DEC 22 AM 11:55
QUEEN ANNE'S COUNTY

MTG DT	0#
RECD FEE	32.00
POSTAGE	.50
RECD TAX	46.20
SUBTOTAL	78.70
TOTAL	78.70
CHECK/MO	34.70
CHECK/MO	44.00

#012020 C001 R00 T11:54
12/22/87

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ROBERT R. PRICE, JR.
ATTORNEY AT LAW
CENTREVILLE, MARYLAND
758-1660

MICHAEL R. FOSTER J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland 21666	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	QUEEN ANNE'S COUNTY
vs.	:	MARYLAND
RICHARD A. CALABRIA NATHALDA A. WATTS 272 Magothy Bridge Road Pasadena, Maryland, 21122	:	
Defendants	:	CIVIL ACTION NO. 1915

AFFIDAVIT OF COMPLIANCE
WITH NOTICE REQUIREMENTS OF RULE W74a2(c)

We do hereby certify that notice of the time, place and terms of sale was mailed by United States certified mail, postage prepaid, to the last known address of:

(i) The mortgagors - Richard A. Calabria and Nathalda A. Watts.

(ii) The present owner of the property - same as (i) above.

(iii) The holders of a recorded subordinate mortgage or other recorded subordinate interest in the mortgaged property, being recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 313, folio 688.

As of the date of the first publication of notice of this foreclosure sale, a review of the Land Records of Queen Anne's County, together with the Clerk's Docket for Requests

LBFR 20 PG 532

Centreville, Md. Sept 13 19 89

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 18th day of Sept 19 89. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 30th day of Aug 19 89, and the last insertion on the 13th day of Sept 19 89.

Publishers, Record Observer

Per Diane Sceance

1989 SEP 22 AM 10: 18

QUEEN ANNE'S COUNTY

Substitute Trustee's Sale

OF VALUABLE IMPROVED
FEE SIMPLE REAL ESTATE

Under end by virtue of the power of sele contained in e Deed of Trust from Doneld E. Wissmen end Glorie J. Wissman, to J. Robert Barton end Deniel T. Cannon, Trustees, end The Centreville Netional Benk of Merylend, Beneficiery, deted December 22, 1987, end recorded emong the Land Records of Quean Anne's County, State of Maryland, in Liber M.W.M. No. 295, folio 795; defeult heving occurred in the terms of said Dead of Trust, the seid undersigned Substitute Trustee, being euthorized to exercise the power of sale therein contained by virtue of a Deed of Appointment of Substitute Trustee dated August 24, 1989, and recorded among the Lend Records of Quean Anne's County, State of Maryland, will offer at public auction in front of the Circuit Court House Door in the Town of Centreville, Queen Anne's County, Stete of Merylend, et the hour of 2:00 o'clock P.M., on

Monday, Sept. 18, 1989

the following described reel estate, to wit:

ALL that lot and parcal of lend situate in the Seventh Election District of Queen Anne's County, in the State of Maryland, (at or neer thet Saction of said District known es Unicorn) end also baihg on the east side of a dirt road wnich brenches from Route #313 at or neer e proparty known es Roberts Stora, (formarly known es Teat's Stora), said dirt roed running in a north end south direction from Route #313 said dirt roed being on tha north side of said Routa #313 end epproximetely two miles south of Millington, said lot hereby convayad being boundad on tha north by the land of William Dittrick, on tha east by land of or formerly of Robert Smith, on the south by land of Hamilton B. Scott, end on tha wast by land of Frank Coppaga, and which is described by the following metes end bounds, courses and distences, to wit:

BEGINNING at e concrete monument on the west line of tha said public land (or dirt road) and on the eest lina of land of the said Frank Coppege, end being on the northwest corner of lend of Hemilton B. Scott, thence running by end with the eest lina of lend of tha said Frank Coppege; North 05 degrees 30 minutas west, 100.0 faat to a concreta monument end being the southwest corner of lend of William Dittrick; thence by and with the south line of land of tha said William Dittrick; North 84 degrees 30 minutes east 317.98 feet to a concrate monument in the west line of land now or formerly of Robert Smith; thence and with the west line of land of the said Robert Smith; South 08 degrees 30 minutes east, 100.14 feet to a concrate monumant, end baing the northeast corner of lend of Hemilton B. Scott; thence by and with tha north line of land of tha said William B. Scott; South 84 degraas 30 minutas wast, 323.22 feat to a concrete monument in the west line of the aforesaid public land or dirt road, the place of beginning, containing Seven Hundred Thirty-six Ona-thousandths (0.736) acre of land.

of Notice of Sale, was conducted and revealed the information set forth in paragraph (i), (ii) and (iii) above.

We solemnly affirm under the penalties of perjury that the contents of the foregoing affidavit are true to the best of our knowledge, information and belief.

Michael R. Foster

J. Donald Braden

J. Donald Braden
Assignees
for Purposes of Foreclosure
P.O. Box 367
Stevensville, Maryland, 21666
(301) 643-2141

FILED 20 AM 5:33

BEING the same land granted and conveyed unto the said Donald E. Wissman and Gloria J. Wissman by deed dated July 24, 1980, from Edward L. Anderson and Cindy Lou Anderson, husband end wife, and recorded emong the Land Records of Quaen Anne's County in Liber M.W.M. No. 166, folio 173.

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

IMPRDVEMENTS: Brick-faced frame rencher.

TERMS OF SALE:

The purchaser(s) shall be required to pay FIVE THOUSAND Dollars ($5,000.00) of the purchese price in cesh or by certified check on the day of sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court of Queen Anne's County and to bear interast at ten percent (10%) from the day of sale to day of settlement, or all cash on the day of sale as tha purchaser(s) may elect. The deed for the property will be executed by the undersigned upon ratification of tha sale and payment of the purchase price. Taxes and all other assassments and charges will ba adjusted to the date of final settlement. All transfer axpenses, including deed, title papers, documentary stamps, transfar tax, notary fees and any egriculturel transfer tax, if applicable, to be paid by purchaser(s).

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

Time is of the essence. Complianca with tha terms of sala shall be mada within tha times herain set forth, or tha deposit shall ba forfeited and the property resold et the risk end expense of the defeulting purchaser(s).

All improvements ere sold in en "AS IS" condition, without werrenties, expressed or implied.

JEFFREY E. THOMPSON
Substituta Trustee
118 North Commerce Street
Centreville, Merylend 21617
Telephone No.: 758-0877

RO-8-30-3t-043

B805914

MICHAEL R. FOSTER J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland 21666	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	QUEEN ANNE'S COUNTY
vs.	:	MARYLAND
RICHARD A. CALABRIA NATHALDA A. WATTS 272 Magothy Bridge Road Pasadena, Maryland, 21122	:	CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED
Defendants	:	CIVIL ACTION NO. 89-0 1915

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Michael R. Foster, J. Donald Braden and the Selective Insurance Company of America, 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 Eighty-Five Thousand Dollars ($85,000.00) 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 bond 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 5th day of September, 1989.

WHEREAS, the above bounded principals, by virtue of the power contained in the mortgage from Richard A. Calabria and Nathalda A. Watts to the Queenstown Bank of Maryland, dated Septeber 21, 1988, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 313, folio 684, by which the undersigned principals, being assignees of the aforegoing mortgage, are authorized to exercise the power of sale, and they are about to sell the land and premises in said mortgage, default having been made in payment of the money as specified and in conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded Michael R. Foster and J. Donald Braden do and shall well, truly and faithfully perform the trusts

Surety Agreement and Bond filed 9/6/89

\a\Wissman.Stm

Liber 29 Page 534

JEFFREY E. THOMPSON
Substitute Trustee
118 North Commerce Street
Centreville, Maryland 21617

Plaintiff

v.

Donald E. Wissman and
Gloria J. Wissman
P.O. Box 791
Grandy, North Carolina 27939

Defendants

IN THE CIRCUIT COURT
FOR
QUEEN ANNE'S COUNTY
MARYLAND
CIVIL ACTION NO. 89-01902

* * * * * * * * * * *

STATEMENT OF INDEBTEDNESS

Balance due on principal of note dated December 22, 1987, in the gross amount of $40,500.00 by Donald E. Wissman and Gloria J. Wissman, to The Centreville National Bank of Maryland:

. . . . .	$40,003.98
With interest earned through July 21, 1989	952.99
Late Charges	41.80
TOTAL	$40,998.77

Per diem Interest: $12.06

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

I HEREBY CERTIFY, that on this 24th day of August, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JEFFREY E. THOMPSON, Substitute Trustee, and made oath in due form of law that the aforegoing STATEMENT OF INDEBTEDNESS due by DONALD E. WISSMAN AND GLORIA J. WISSMAN, under the above described Deed of Trust is true to the best of his knowledge, information and belief, and there is no credit due thereon, except as shown, nor any security therefor except the said Deed of Trust.

Catherine M. Higdon
Notary Public
My Commission Expires: July 1, 1990

CATHERINE M. HIGDON NOTARY PUBLIC QUEEN ANNE'S CO., MD.

1989 AUG 24 AM 10 39

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
758-0677

\a\Wissman.Stm

Book 29 - 534

JEFFREY E. THOMPSON
Substitute Trustee
118 North Commerce Street
Centreville, Maryland 21617

Plaintiff

v.

Donald E. Wissman and
Gloria J. Wissman
P.O. Box 791
Grandy, North Carolina 27939

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

MARYLAND

CIVIL ACTION NO. 89-01902

* * * * * * * * * * *

STATEMENT OF INDEBTEDNESS

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. . . . .	$40,003.98
With interest earned through July 21, 1989	952.99
Late Charges	41.80
TOTAL	$40,998.77

Per diem Interest: $12.06

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

I HEREBY CERTIFY, that on this 24th day of August, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JEFFREY E. THOMPSON, Substitute Trustee, and made oath in due form of law that the aforegoing STATEMENT OF INDEBTEDNESS due by DONALD E. WISSMAN AND GLORIA J. WISSMAN, under the above described Deed of Trust is true to the best of his knowledge, information and belief, and there is no credit due thereon, except as shown, nor any security therefor except the said Deed of Trust.

Catherine M. Higdon
Notary Public
My Commission Expires: July 1, 1990

CATHERINE M. HIGDON NOTARY PUBLIC QUEEN ANNE'S CO.

1989 AUG 24 AM 10 39

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
758-0611

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

IN TESTIMONY WHEREOF, the said principals have hereunto set their hands and seals 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

Michael R. Foster (SEAL)

J. Donald Braden (SEAL)

ATTEST:

SELECTIVE INSURANCE COMPANY
OF AMERICA

BY: (SEAL)
Attorney-in-Fact

INSURANCE COMPANY OF AMERICA SELECTIVE CORPORATE SEAL 1926 NEW JERSEY

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 311, 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 22nd day of September, 1989.

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

\d\Wissman.Mil LIBER 29 4535

JEFFREY E. THOMPSON
Substitute Trustee
118 North Commerce Street
Centreville, Maryland 21617

Plaintiff

V.

Donald E. Wissman and
Gloria J. Wissman
P.O. Box 791
Grandy, North Carolina 27939

Defendants

IN THE CIRCUIT COURT

FOR

QUEEN ANNE'S COUNTY

MARYLAND

CIVIL ACTION NO. 89-01902

* * * * * * * *

MILITARY AFFIDAVIT

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

I HEREBY CERTIFY, that on this 24th day of August, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JEFFREY E. THOMPSON, Substitute Trustee, and made oath in due form of law that Donald E. Wissman and Gloria J. Wissman, the Grantors referred to in the aforegoing Order to Docket Suit, are not now, nor have they been within six (6) months prior hereto, in the military service of the United States of America, as defined by the Soldiers and Sailors Relief Act, and amendments thereto and that this information is gotten from persons who know the Grantor.

1989 AUG 24 AM 10 39

Catherine M. Hydon
Notary Public
My Commission Expires: July 1, 1990

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
758-0677

MICHAEL R. FOSTER J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland 21666	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	QUEEN ANNE'S COUNTY
vs.	:	MARYLAND
RICHARD A. CALABRIA NATHALDA A. WATTS 272 Magothy Bridge Road Pasadena, Maryland, 21122	:	
Defendants	:	CIVIL ACTION NO. 1915

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Michael R. Foster and J. Donald Braden, Attorneys, Assignees of the Mortgage from Richard A. Calabria and Nathalda A. Watts, to the Queenstown Bank of Maryland, dated September 21, 1988, and recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 313, folio 684, and assigned to Michael R. Foster and J. Donald Braden, Attorneys, for purposes of forclosure on September 5, 1989, said assignment being duly recorded among the Land Records of Queen Anne's County on September 6, 1989, at M.W.M. Liber No. 334, folio 759; the undersigned attorneys being thereby authorized to exercise the power of sale, after any default in the terms of said mortgage, respectfully shows:

That default having occurred in the terms thereof by

Wissman.DOA

DOCUMENT NO. 1-4667 LIBER 334 FOLIO 81 LIBER 29 PAGE 536

DEED OF APPOINTMENT OF SUBSTITUTE TRUSTEE

THIS DEED OF APPOINTMENT OF SUBSTITUTE TRUSTEE, made this ____ day of August, 1989, by and between THE CENTREVILLE NATIONAL BANK OF MARYLAND, Lender, and JEFFREY E. THOMPSON, Substitute Trustee.

WHEREAS, a Deed of Trust dated December 22, 1987, from Donald E. Wissman and Gloria J. Wissman to J. Robert Barton and Daniel T. Cannon, Trustees, recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 295, folio 795, was given to secure a loan evidenced by a "Note" in the amount of Forty Thousand Five Hundred Dollars ($40,500.00) dated December 22, 1987, payable to The Centreville National Bank of Maryland, Lender; and

WHEREAS, said Deed of Trust gives the power to appoint a Substitute Trustee to the Lender which may be exercised at any time after the date of said Deed of Trust, by filing for record among the Land Records of Queen Anne's County, a Deed of Appointment; and

WHEREAS, The Centreville National Bank of Maryland, pursuant to said power, and as Lender aforesaid, desires to appoint Jeffrey E. Thompson as Substitute Trustee in place and stead of J. Robert Barton and Daniel T. Cannon.

NOW, THEREFORE, in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the said The Centreville National Bank of Maryland does hereby appoint Jeffrey E. Thompson as Substitute Trustee in the Deed of Trust aforesaid with identically the same title and estate in and to the land, premises and property conveyed by said Deed of Trust, and with all rights, powers, trusts, and duties of his predecessors in Trust, with like effect as if originally named as Trustee under said Deed of Trust.

WITNESS the corporate seal of The Centreville National Bank of Maryland and the signature of its President.

ATTEST:

THE CENTREVILLE NATIONAL BANK OF MARYLAND

Mary Catherine Quimby

By: J. O. Pippin Jr. (SEAL)
James O. Pippin, Jr.
President

RECEIVED
CLERK OF CIRCUIT COURT
1989 AUG 24 AM 10 35
QUEEN ANNE'S COUNTY

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

I HEREBY CERTIFY, that on this 24th day of August, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared James O. Pippin, Jr., who acknowledged himself to be the President of The Centreville National Bank of Maryland, and that he as such President, being authorized so to do, executed the aforegoing Deed of Appointment of Substitute Trustee for the purposes herein contained by signing, in my presence the name of the Corporation by himself as President.

WITNESS my hand and Notarial Seal.

Mary Catherine Quimby
Notary Public
My Commission Expires: 7/1/90

MARY CATHERINE QUIMBY NOTARY PUBLIC QUEEN ANNE'S COUNTY

THOMPSON & THOMPSON
ATTORNEYS AT LAW
P.O. BOX 356
118 NORTH COMMERCE STREET
CENTREVILLE, MARYLAND 21617
(301) 758-0877

reason of the nonpayment when due of the principal and interest of the note secured by said mortgage, the said Michael R. Foster and J. Donald Braden filed in this Honorable Court their Order to Docket Suit to foreclose said mortgage, accompanied by the said mortgage, their sworn statement as to the mortgage indebtedness and their bond given to the State of Maryland, executed by themselves and the Selective Insurance Company of America, a body corporate, duly authorized by its charter to become sole surety on bonds of this character, as surety on the full and just sum of Eighty-Five Thousand Dollars ($85,000.00) containing the conditions required by law relative to the foreclosure of mortgages under a power of sale contained therein.

That after having advertised the mortgaged premises for sale in accordance with the annexed Certificate of Advertisement in the Queen Anne's County Record Observer, a newspaper published in said County at least once each week for three (3) successive weeks, the first such publication being not less than fifteen (15) days prior to sale, the last such publication being not more than one (1) week prior to sale, and after having sent, not earlier than (20) days and not later than five (5) days before the date of sale, by registered mail to the mortgagors, at their last known address, notice of the time, place and terms of sale, the said

LIBER 29 PAGE 537

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM 334, folio 81, a Land record book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 24th day of August, 19 89.

Marguerite W. Mankin

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

Michael R. Foster and J Donald Braden did attend, at the Court House, Queen Anne's County, Centreville, Maryland, at the hour of 10:00 A.M., Eastern Time, on Tuesday, October 3, 1989, and after having the auctioneer cry the sale for a considerable length of time, and after reading the advertisement of sale, did sell all that lot, parcel or tract of land, lying and being in the Fourth Election District of Queen Anne's County, State of Maryland, and more particularly described in the above-mentioned mortgage, and Advertisement of Sale unto the Queenstown Bank of Maryland, it being then and there the highest bidder therefore, at and for the sum of Ninety-Five Thousand Dollars ($95,000.00).

The purchaser is the mortgagor and the undersigned is satisfied that the purchaser will make full settlement of the purchase price in accordance with the Advertisement of Sale.

This report states the amount of sale to be Ninety-Five Thousand Dollars ($95,000.00).

Respectfully submitted,

Michael R. Foster

Michael R. Foster

J. Donald Braden

J. Donald Braden

\a\Wissman.AFF LIBER 29 538

JEFFREY E. THOMPSON Substitute Trustee 118 North Commerce Street Centreville, Maryland 21617 Plaintiff v. Donald E. Wissman and Gloria J. Wissman P.O. Box 791 Grandy, North Carolina 27939 Defendants	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND CIVIL ACTION NO. CV 89-1902

* * * * * * * * * *

AFFIDAVIT

I HEREBY CERTIFY, that on this 22nd day of September, 1989, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Queen Anne's, personally appeared JEFFREY E. THOMPSON, Substitute Trustee, and made oath in due form of law that notice of the time, place, and terms of sale in this cause was duly sent by certified mail to Donald E. Wissman and Gloria J. Wissman, grantors of the Deed of Trust and present record holders of the property to be sold, at their last known address as prescribed by Rule W 74a(2)(c) of the Maryland Rules and Section 7-105 of the Real Property Article of the Annotated Code of Maryland and that no holder of any 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). The undersigned sent notice of the sale to the Second Mortgage holder, as follows: Ms. Dot Pettit, Associates Financial Services Company of Delaware, Inc. 435 North, Dupont Highway, Dover, Delaware 19901. Copies of the Certified Mail Receipts and the Return Receipts being attached hereto.

Subscribed and sworn to before me, the undersigned, this 22nd day of August, 1989.

Denise A. Walls
Notary Public
My Commission Expires: July 1, 1990

DENISE A. WALLS NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD

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

1989 SEP 15 PM 1:19
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 539

MICHAEL R. FOSTER J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland 21666	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	QUEEN ANNE'S COUNTY
vs.	:	MARYLAND
RICHARD A. CALABRIA NATHALDA A. WATTS 272 Magothy Bridge Road Pasadena, Maryland, 21122	:	
Defendants	:	CIVIL ACTION NO. 1915

CERTIFICATE OF AUCTIONEER

I HEREBY CERTIFY, that I did sell at public auction, at the Court House, Centreville, Maryland, on Tuesday, October 3, 1989, at 10:00 A.M., Eastern Time, the following property:

Lot No. 9, Kentwood, Fourth Election District, Queen Anne's County, Maryland,

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

The property was sold unto the highest bidder, Queenstown Bank of Maryland, at and for the sum of $ 95,000.00

FILED
OCT 4 1989
CIRCUIT COURT
QUEEN ANNE'S CO.

Joseph A. Jackson, Jr.
Auctioneer

LIBER 20 PAGE 539

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this 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 additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. *(Extra charge)* 2. ☐ Restricted Delivery *(Extra charge)*

3. Article Addressed to:
Donald E. Wissman &
Gloria J. Wissman
PO BOX 791
Grandy, North Carolina
27939

4. Article Number
P100 195 106

Type of Service:
☐ Registered ☐ Insured
☑ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee
X [signature]

6. Signature – Agent
X

7. Date of Delivery
8-28-89

8. Addressee's Address *(ONLY if requested and fee paid)*

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this 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 additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. *(Extra charge)* 2. ☐ Restricted Delivery *(Extra charge)*

3. Article Addressed to:
Associates of Financial
Services Co. of DE. Inc.
Dot Pettit
435 N. Dupont Hwy.
Dover, Delaware 19901

4. Article Number
P100 195 107

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 [signature]

7. Date of Delivery
8/25/89

8. Addressee's Address *(ONLY if requested and fee paid)*

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

MICHAEL R. FOSTER J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland 21666	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	QUEEN ANNE'S COUNTY
vs.	:	MARYLAND
RICHARD A. CALABRIA NATHALDA A. WATTS 272 Magothy Bridge Road Pasadena, Maryland, 21122	:	
Defendants	:	CIVIL ACTION NO. 1915

AFFIDAVIT OF PURCHASER

I HEREBY CERTIFY, that I, Albert V. Stant, President, Queenstown Bank of Maryland, and purchaser at the foreclosure sale of this cause, being duly authorized to do so, did purchase all that lot, parcel or tract of land described in the Advertisement of Sale in this cause; that no others are interested in said sale as principal or principals; and that I did not directly or indirectly discourage anyone from bidding on said property at the public auction held at the Court House, Centreville, Maryland on Tuesday, October 3, 1989, at 10:00 A.M., Eastern Time.

I, Albert V. Stant, President, Queenstown Bank of Maryland, solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

Albert V. Stant

LIBER 20 PAGE 540

P 100 195 107

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED,
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to Dot Pettit	
Street and No. 935 N. Dupont Hwy	
P.O., State and ZIP Code Dover, DE 19901	
Postage	$ 45
Certified Fee	85
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	90
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$ 2.20
Postmark or Date	

PS Form 3800, Feb. 1982 ★ U.S.G.P.O. 1984-446-014

P 100 195 106

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to Donald E. & Gloria J. Wissman	
Street and No. P.O. Box 791	
P.O., State and ZIP Code Grandy, North Carolina 27939	
Postage	$ 45
Certified Fee	85
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	90
Return receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	$ 2.20
Postmark or Date	

PS Form 3800, Feb. 1982 ★ U.S.G.P.O. 1984-446-014

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MICHAEL R. FOSTER

J. DONALD BRADEN

vs.

RICHARD A. CALABRIA

NATHALDA A. WATTS

Civil No. 89-01915

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 4th day of October, 1989 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: October 4, 1989

LIBER 29 FOLIO 541

\a\Wissman.FOR LIBER 4 FOLIO 316

STATE OF MARYLAND

QUEEN ANNE'S COUNTY

KNOW ALL MEN BY THESE PRESENTS, that we, Jeffrey E. Thompson, Substitute Trustee, of Queen Anne's County, State of Maryland and the Selective Insurance Company of America, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of FORTY-ONE THOUSAND DOLLARS ($41,000.00) 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 the 15 day of September, 1989.

WHEREAS, the above bounded principal by virtue of the power contained in a Deed of Trust from Donald E. Wissman and Gloria J. Wissman, to J. Robert Barton and Daniel T. Cannon, Trustees, dated December 22, 1987, and recorded among the Land Records of Queen Anne's County, State of Maryland in Liber M.W.M. No. 295, folio 795, has been appointed Substitute Trustee, and he is about to sell the land and premises 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 bounded Jeffrey E. Thompson, Substitute Trustee as aforesaid, does and shall well, truly and faithfully perform the trusts reposed in him under the Deed of Trust aforesaid, and shall abide by and fulfill any order or decree which shall be made by the Circuit Court in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation shall be void, otherwise to be and remain in full force and effect.

IN TESTIMONY WHEREOF, the said prinicpal 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.

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

ATTEST:

SELECTIVE INSURANCE COMPANY OF AMERICA

By. _____

ATTORNEY IN FACT

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
758-0677

1989 SEP 15 PM 1:19
QUEEN ANNE'S COUNTY

Surety approved 9/18/89

LIBER 20 PAGE 512

B805914

LIBER 4 PAGE 322

MICHAEL R. FOSTER J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland 21666	:	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND
Plaintiff	:	
vs.	:	
RICHARD A. CALABRIA NATHALDA A. WATTS 272 Magothy Bridge Road Pasadena, Maryland, 21122	:	
Defendants	:	CIVIL ACTION NO. 1915

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Michael R. Foster, J. Donald Braden and the Selective Insurance Company of America, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand Dollars ($10,000.00) current money of the United States of America, to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bond 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 5th day of September, 1989.

WHEREAS, the above bounded principals, by virtue of the power contained in the mortgage from Richard A. Calabria ad Nathalda A. Watts to the Queenstown Bank of Maryland, dated September 21, 1988, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 313, folio 684, by which the undersigned principals, being assignee of the aforegoing mortgage, are authorized to exercise the power of sale, and they are about to sell the land and premises in said mortgage, default having been made in payment of the money as specified and in conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded Michael R. Foster and J. Donald Braden do and shall well, truly and faithfully perform the trusts

CERTIFIED COPY OF POWER OF ATTORNEY ATTACHED

1989 OCT -6 AM 9:13

Surety approved 10/6/89

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

IN TESTIMONY WHEREOF, the said principals have hereunto set their hands and seals 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

Michael R. Foster (SEAL)

J. Donald Braden (SEAL)

ATTEST:

SELECTIVE INSURANCE COMPANY
OF AMERICA

BY: _____ (SEAL)
Attorney-in-Fact

SELECTIVE INSURANCE COMPANY OF AMERICA
CORPORATE SEAL
1926
NEW JERSEY

LIBER 29 PAGE 543

\a\Wissman.REP

JEFFREY E. THOMPSON Substitute Trustee 118 North Commerce Street Centreville, Maryland 21617 Plaintiff	IN THE CIRCUIT COURT FOR
v.	QUEEN ANNE'S COUNTY
Donald E. Wissman and Gloria J. Wissman P.O. Box 791 Grandy, North Carolina 27939 Defendants	MARYLAND CIVIL ACTION NO. 89-01902

* * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Jeffrey E. Thompson, Substitute Trustee, of a Deed of Trust from Donald E. Wissman and Gloria J. Wissman to J. Robert Barton, et al., Trustees, and The Centreville National Bank of Maryland, Beneficiary, dated December 22, 1987, recorded in Liber M.W.M. No. 295, folio 795, a Land Record Book for Queen Anne's County; default having occurred in the terms of said Deed of Trust, the undersigned Substitute Trustee being authorized to execute the Power of Sale therein contained by virtue of a Deed of Appointment of Substitute Trustee recorded August 24, 1989. recorded among the Land Records of Queen Anne's County, Maryland, in Liber M.W.M. No. 334, folio 81.

That default having occurred in the terms of said Deed of Trust by reason of the non-payment when due of the principal and interest of the note secured by said Deed of Trust, the said Jeffrey E. Thompson filed in this Honorable Court his Order to Docket Suit to foreclose said Deed of Trust, accompanied by said Note, Deed of Trust, Deed of Appointment of Substitute Trustee, Statement of Indebtedness and his Bond given to the State of Maryland, executed by himself and Selective Insurance Company of America, a body corporate, duly authorized by its charter to become sole surety in the full and just sum of Forty-one Thousand Dollars ($41,000.00) containing the conditions required by law relative to the foreclosure of Deeds of Trust under the power of sale contained therein.

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

FILED

SEP 22 1989

CIRCUIT COURT
QUEEN ANNE'S 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,f olio 322, a Bond Record Book for Queen Anne's County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of the Circuit Court for Queen Anne's County, this 16th day of November, 1989.

Marguerite W. Mankin

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

That after having advertised the premises for sale in accordance with the annexed Certificate of Advertisement in the Queen Anne's Record Observer, a newspaper published in Queen Anne's County at least once each week for three successive weeks, the first such publication being not less than fifteen (15) days prior to sale and the last such publication being not more than one (1) week prior to sale, and after having sent the notice required by Maryland Rule W 74 a. 2.(c) as per affidavit filed in these proceedings, the said Jeffrey E. Thompson, Substitute Trustee, did attend at the Court House door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 2:00 P.M., on Monday, September 18, 1989, and after reading the advertisement of sale and having the auctioneer cry the sale for a considerable length of time, did sell all that lot or parcel of land together with the improvements thereon, situate, lying and being in the Seventh Election District, Queen Anne's County, State of Maryland, and more particularly described in the abovementioned Deed of Trust and Advertisement of Sale unto J. Robert Barton as agent for The Centreville National Bank of Maryland being then and there the highest bidder(s) therefor, at and for the sum of THIRTY-FOUR THOUSAND DOLLARS ($34,000.00).

The purchaser(s) have given to your trustees FIVE THOUSAND DOLLARS ($5,000.00) in the form of CASHIERS CHECK and it is believed that it will comply with the remaining terms of sale upon ratification of the sale by this Court.

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

This report states the amount of sale to be THIRTY-FOUR THOUSAND DOLLARS ($34,000.00).

Respectfully submitted,

Jeffrey E. Thompson
Substitute Trustee

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

I HEREBY CERTIFY, that on this 22nd day of Sept., 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Jeffrey E. Thompson, Substitute Trustee in the aforementioned proceeding, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Denise A. Walls
Notary Public
My Commission Expires: July 1, 1990

NOTARY PUBLIC
QUEEN ANNE'S COUNTY, MD.

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

LIBER 20 PAGE 545

MICHAEL R. FOSTER J. DONALD BRADEN Morgan Building P.O. Box 367 Stevensville, Maryland 21666	:	IN THE
	:	CIRCUIT COURT
	:	FOR
Plaintiff	:	QUEEN ANNE'S COUNTY
vs.	:	MARYLAND
RICHARD A. CALABRIA NATHALDA A. WATTS 272 Magothy Bridge Road Pasadena, Maryland, 21122	:	
Defendants	:	CIVIL ACTION NO. 1915

Centreville, Md. 9/27 19 89

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 3rd day of Oct 19 89. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 13th day of Sept 19 89, and the last insertion on the 27th day of Sept 19 89.

Publishers, Record Observer

Per Dorothy M. Monroe

1989 OCT 11 AM 10: 15

QUEEN ANNE'S COUNTY

Assignees' Sale

OF VALUABLE WATERFRONT REAL ESTATE
LOCATED ON SHIPPING CREEK
FOURTH ELECTION DISTRICT
QUEEN ANNE'S COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Richard A. Calabria and Nathalda A. Watts, his wife, to the Queenstown Bank of Maryland, dated September 21, 1988, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber MW.M. No. 313, folio 684, the said mortgage having been assigned unto Michael R. Foster and J. Donald Braden, Attorneys, for purpose of foreclosure, on September 5, 1989, said assignment being duly recorded among the Land Records of Queen Anne's County on September 6, 1989; the undersigned being theraby authorized to exercise the power of sale, default having occurred in the terms thereof by reason of the non-payment when due of principal and interest of the note secured by said mortgage; the undersigned will offer at public auction at the Court House, Centreville, Maryland, at the hour of 10:00 A.M., Eastern Time, on:

Tues., Oct. 3, 1989

the following described real estate, to wit:

ALL that lot or parcel of land situate, lying and being on Kent Island, in the Fourth Election District of Queen Anne's County, State of Maryland, set forth and shown on a Plat entitled "Subdivision Plat, Kentwood, Fourth Election District, Queen Anna's County, State of Maryland", by Russell R. Klages and Associates, dated June 8, 1973, recorded among the Land Records of Queen Anne's County in Liber C.W.C. No. 75, folio 572 and in Plat Book C.W.C. No. 2, folio 13, said lot being known and designated thereon as Lot No. 9, Kentwood.

BEING the same land which, by deed dated Septbmer 21, 1988, and recorded among the Land Records of Queen Anna's County in Liber M.W.M. No. 313, folio 682, was granted and conveyed by Edward Wayne Stivers, et ux, unto the said Mortgagors.

SUBJECT, NEVERTHELESS, to the restrictive covenants and conditions contained in a deed from Christopher A. Batzer, et al, to Ann M. Starkey, dated the 23rd day of August, 1973, and recorded among the Land Records of Queen Anna's County in Liber C.W.C. No. 77, folio 177.

SUBJECT to tha exisiting easements, rights-of-way and agreements for roadways, electric transmission linas and talephone lines and the service and maintenanca tharaof.

TOGETHER with the buildings and improvements theraupon eracted, mada or being, and all and every the rights, roads, ways, waters, privilegas, appurtenances and advantages to the same belonging or in anyway appertaining.

LIBER 20 PAGE 545 A

TERMS OF SALE: The purchaser shall be required to pay Five Thousand Dollars ($5,000.00) of the purchase price in cash or by certified check on the day of the sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court for Queen Anne's County and to bear interest at twelve and one-half percent (12.5%) from the day of sale to day of settlement, or all cash on the day of sale as the pruchaser(s) may elect. Full possession will be given to the purchaser(s) upon ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deed, title papers, documentary stamps, transfer tax, and notary fees to be paid by the purchaser(s).

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

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

MICHAEL R. FOSTER
J. DONALD BRADEN
Assignees for Purposes of Foreclosure
Morgan Building
Shopping Center Road
P.O. Box 367
Stevensville, Maryland 21666
Telephone: 301-643-2141

Joseph A. Jackson, Jr.,
Auctioneer

RO 9 13 31 013

LIBER 20 PAGE 545B

\a\Wissman2.aff 20 545

JEFFREY E. THOMPSON Substitute Trustee 118 North Commerce Street Centreville, Maryland 21617 Plaintiff v. Donald E. Wissman and Gloria J. Wissman P.O. Box 791 Grandy, North Carolina 27939 Defendants	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY MARYLAND CIVIL ACTION NO. 89-01902

* * * * * * * * * *

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

AFFIDAVIT BY PURCHASERS

I HEREBY CERTIFY, that on this 18th day of September, 1989, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared J. Robert Barton, and made oath in due form of law as follows:

THAT he is acting as Agent, (as agent for The Centreville National Bank of Maryland).

THAT no other person is interested in said sale as principals.

THAT he did not directly or indirectly discourage anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

Denise A. Walls
Notary Public
My Commission Expires: July 1, 1990

DENISE A. WALLS NOTARY PUBLIC QUEEN ANNE'S COUNTY, MD

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617

1989 SEP 22 AM 10: 18
QUEEN ANNE'S COUNTY

Centreville, Md. 10/25 19 89

We Hereby Certify

That the annexed advertisement of Ratification - Calabria/Watts

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 Nov 19 89. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 11th day of Oct 19 89, and the last insertion on the 25th day of Oct 19 89.

Publishers, Record Observer

Per Lillithly M. Mallor

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY
MICHAEL R. FOSTER
J. DONALD BRADEN
vs.
RICHARD A. CALABRIA
NATHALDA A. WATTS
Civil No. 89-01915

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 4th dey of October, 1989, that the sale of the reel property made and reported in this action will be ratified efter the expiration of one month from the dete hereof, unless ceuse to the contrery be previously shown, provided a copy of this Notice shall be published in a newspeper published in Queen Anne's County et least once e week in each of three successive weeks before the expiretion of one month from the date hereof.

Marguerite W. Menkin, Clerk
True Copy, Test:
Merguerite W. Mankin, Clerk
By: Brende J. Day, Deputy Clerk

Filed: October 4, 1989

RO-10-11-3t-014

\a\Wissman.MEM

LBFB 20 PAG 546

MEMORANDUM OF SALE

I HEREBY CERTIFY, that on this 18th day of September, 1989, the undersigned Auctioneer did attend at the Court House door in Centreville, Queen Anne's County, Maryland, at the hour of 2:00 P.M., and after the notice of the sale and terms thereof were announced by Jeffrey E. Thompson, the Substitute Trustee, the premises described in the attached advertisement was offered for sale and I did sell the same unto: J. ROBERT BARTON for THE CENTREVILLE NATIONAL BANK OF MARYLAND being then and there the highest bidder/s therefor at and for the sum of: THIRTY-FOUR THOUSAND DOLLARS ($34,000.00)

Joseph A. Goldsmith, Jr.
Auctioneer

RECEIPT

RECEIVED of J. Robert Barton for THE CENTREVILLE NATIONAL BANK OF MARYLAND this 18 day of Sept., 1989, the sum of $ 5,000.00 by CASHIERS Check representing deposit on the purchase price of the hereinabove mentioned property.

Jeffrey E. Thompson
Jeffrey E. Thompson
Substitute Trustee

ACKNOWLEDGEMENT

THE undersigned purchaser/s of the hereinabove mentioned property, do/es hereby acknowledge the aforegoing Memorandum of Sale and Receipt to be true and correct and do/es acknowledge receipt of a completed copy or the same.

J. Robert Barton Sr. V.P.
Centreville National Bank

FILED
SEP 22 1989
CIRCUIT COURT
QUEEN ANNE'S CO.

Substitute Trustee's Sale

OF VALUABLE IMPROVED
FEE SIMPLE REAL ESTATE

Under and by virtue of the power of sale contained in a Deed of Trust from Donald E. Wissman and Gloria J. Wissman, to J. Robert Barton and Daniel T. Cannon, Trustees, and The Centreville National Bank of Maryland, Beneficiary, dated December 22, 1987, and recorded among the Land Records of Queen Anne's County, State of Maryland, in Liber M.W.M. No. 295, folio 795; default having occurred in the terms of said Deed of Trust, the said undersigned Substitute Trustee, being authorized to exercise the power of sale therein contained by virtue of a Deed of Appointment of Substitute Trustee dated August 24, 1989, and recorded among the Land Records of Queen Anne's County, State of Maryland, will offer at public auction in front of the Circuit Court House Door in the Town of Centreville, Queen Anne's County, State of Maryland, at the hour of 2:00 o'clock P.M., on

Monday, Sept. 18, 1989

the following described real estate, to wit:

ALL that lot and parcel of land situate in the Seventh Election District of Queen Anne's County, in the State of Maryland, (at or near that Section of said District known as Unicorn) and also being on the east side of a dirt road which branches from Route #313 at or naar a property known as Roberts Store, (formerly known as Teat's Store), said dirt road running in a north and south direction from Route #313 said dirt road being on the north side of said Route #313 end approximetely two miles south of Millington, said lot hereby conveyed being bounded on the north by the land of William Dittrick, on the east by land of or formerly of Robert Smith, on the south by land of Hamilton B. Scott, and on the west by land of Frank Coppaga, and which is described by the following metes and bounds, courses and distances, to wit:

BEGINNING at a concrete monumant on the west line of the said public land (or dirt road) and on the east line of land of the said Frank Coppage, and being on the northwest corner of land of Hamilton B. Scott, thence running by and with the east lina of land of the said Frank Coppage; North 05 degrees 30 minutes wast, 100.0 feet to a concrete monument and being the southwest corner of land of William Dittrick; thence by and with the south line of land of the said William Dittrick; North 84 degrees 30 minutes east 317.98 feet to a concrete monumant in the west lina of land now or formerly of Robert Smith; thence end with the west line of land of the said Robert Smith; South 08 degrees 30 minutes east, 100.14 faet to a concrete monument, and being the northeast corner of land of Hamilton B. Scott; thanca by and with the north line of land of the said William B. Scott; South 84 degrees 30 minutes west, 323.22 feet to a concrete monument in the wast line of the eforesaid public land or dirt road, the place of beginning, containing Seven Hundred Thirty-six One-thousandths (0.736) acre of land.

BEING the same land granted end conveyed unto the seid Donald E. Wissmen and Gloria J. Wissman by deed dated July 24, 1980, from Edward L. Anderson and Cindy Lou Anderson, husband and wife, end recorded among the Land Records of Queen Anne's County in Liber M.W.M. No. 166, folio 173.

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

MICHAEL R. FOSTER J. DONALD BRADEN	:	IN THE
Plaintiff	:	CIRCUIT COURT
	:	FOR
v.	:	QUEEN ANNE'S COUNTY
RICHARD A. CALABRIA NATHALDA A. WATTS	:	MARYLAND
Defendant	:	CIVIL ACTION NO. 1915

AFFIDAVIT

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

MICHAEL R. FOSTER and J. DONALD BRADEN, being first duly sworn, depose and say:

That the facts stated in the Report of Sale filed herein are true, as therein set forth, and that the sale thereby reported was fairly made.

Michael R. Foster

J. Donald Braden

J. Donald Braden
Foster & Braden
P.O. Box 367
Stevensville, Maryland, 21666
(301) 643-2141
Assignees

SUBSCRIBED AND SWORN to before me, a Notary Public, this 22 day of December, 1989.

NOTARY PUBLIC

My Commission Expires:
July 1, 1990

1989 NOV 29 PM 3:13
QUEEN ANNE'S COUNTY

IMPROVEMENTS: Brick-faced frame rancher.

TERMS OF SALE:

The purchaser(s) shall be required to pay FIVE THOUSAND Dollars ($5,000.00) of the purchase price in cash or by certified check on the day of sale, the balance to be paid within ten (10) days of the ratification of the sale by the Circuit Court of Queen Anne's County and to bear interest at ten percent (10%) from the day of sale to day of settlement, or all cash on the day of sale as the purchaser(s) may elect. The deed for the property will be executed by the undersigned upon ratification of the sale and payment of the purchase price. Taxes and all other assessments and charges will be adjusted to the date of final settlement. All transfer expenses, including deed, title papers, documentary stamps, transfer tax, notary fees and any agricultural transfer tax, if applicable, to be paid by purchaser(s).

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

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

All improvements are sold in an "AS IS" condition, without warranties, expressed or implied.

JEFFREY E. THOMPSON
Substitute Trustee
118 North Commerce Street
Centreville, Maryland 21617
Telephone No.: 758-0877

RO-8-30-31-043

LIBER 20 PAGE 548

THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MICHAEL R. FOSTER et al.	:	
v.	:	Civil 89-01915
RICHARD A. CALABRIA et al.	:	

: : : : :

FINAL RATIFICATION OF SALE
AND REFERRAL TO 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 Notice published in accordance with Rule BR6 b2, it is ORDERED that:

1. The Report of Sale is finally ratified.

2. The papers in this action are referred to the Auditor to state an account of the proceeds of the sale and a proper distribution thereof in accordance with Rules 2-543 and BR6 b 5.

3. The Clerk will 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 15 days after the recording of the deed conveying the property to the purchaser.

4. Within 15 days after recordation of the deed conveying the property to the purchaser and receipt from the fiduciary of all information required for the audit, the Auditor shall file an account or report in accordance with Rule 2-543 (e), unless that time is extended by the Court.

JUDGE

4/27 1989 1989 10/27 AM 9:00
QUEEN ANNE'S COUNTY

LBER 20 FOL 548

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Jeffrey E. Thompson, Substitute Trustee

vs.

Donald E. Wissman and Gloria J. Wissman

Civil No. 89-01902

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 22nd day of September, 198 9 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: September 22, 1989

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MICHAEL R. FOSTER J.DONALD BRADEN	* * *	Civil #89-1915
v.	* *	
RICHARD A. CALABRIA NATHALDA A. WATTS	* *	

* * * * * * * * *

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$ 95,000.00	
Interest at 12.5% on $95,000 from 10/3/89 to 12/28/89 86 days at 32.54 per day		2,797.58	
Taxes adjusted to seller		471.40-	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 97,326.18
COMMISSIONS, to Fiduciary		$ 4,900.00-	
ATTORNEY FEE, per Mortgage		500.00-	
EXPENSES OF SALE			
Court Costs	$ 256.00-		
Advertising			
Notice of Sale	348.66-		
Report of Sale	93.87-		
Bond Premium	380.00-		
Auctioneer Fee	200.00-		
Certified Mail	2.00-	$ 1,280.53-	
AUDITOR'S FEE		65.00-	$ 6,745.53-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$90,580.65

LIBER 20 FOLIO 549

Jeffrey E. Thompson Substituted Trustee Plaintiff vs. Donald E. Wissman Gloria J. Wissman Rt. 1, Box 54 Millington, MD 21657 Defendant	* * * * * *	IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY Case No. 89-01902 EQUITY

* * * * * *

PETITION FOR SURPLUS PROCEEDS OF SALE
OF PROPERTY

Now comes Associates Financial Services by its attorneys, Philip Abraham and RESNICK & ABRAHAM, and respectfully petitions this Honorable Court for surplus funds from the foreclosure sale in the above captioned case. For reasons, the Petitioner states the following:

1. That your Petitioner is a second mortgage holder dated 2/24/88 and recorded among the Land Records of Queen Anne's County in Liber 328,folio 438, a copy of which is attached hereto as Exhibit 1.

2. That the balance due as of 10/24/88 is $27,288.65 plus additional interest at $14.02 per diem plus interest short in the amount of $252.89 as shown on ledger card and $500.00 attorney's fee.

3. The property known as Rt 1, Box 54, Millington, MD was sold on September 18, 1989, in the above-captioned case for the sum of $34,000.00.

4. That as a result of the foreclosure sale, the Petitioner believes and alleges that there will remain a surplus from said sale after payment of expenses and the mortgage claim.

WHEREFORE, your Petitioner prays that this Court pass an Order directing the Auditor of this court in stating the

1989 SEP 25 AM 9:46
QUEEN ANNE'S COUNTY

INDEBTEDNESS DUE UNDER MORTGAGE		
Per Statement of Debt		
Principal	$ 83,042.05-	
Interest to 8/30/89	7,524.68-	
Interest on Principal @ 12.5%		
8/30/89 to 12/2/89		
60 days at 28.44 per day	2,701.71-	
Late Charges to 8/30/89	482.13-	
	$ 93,750.57-	
AVAILABLE FOR DISTRIBUTION, as above		$ 90,580.65
DEFICIT		$ 3,169.92-

account in said cause to make distribution to your Petitioner out of the surplus of proceeds of the sale.

RESNICK & ABRAHAM

Philip Abraham
One E. Franklin Street
Baltimore, MD 21202
539-6087
Attorney for Petitioner

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this ~~18~~th day of ~~August~~ Sept, 1989, before me a notary in and for the County and State aforesaid personally appeared Dorothy Petit, Manager of Associates Financial Services Company of Maryland, Inc. and he acknowledged the contents contained in this Petition are true and correct to the best of her personal knowledge, information and belief.

Notary Public

My commission expires:
7/1/90

MARY P. HARMON
NOTARY PUBLIC
BALTIMORE COUNTY, MD.

STATEMENT OF POINTS AND AUTHORITIES

Maryland Rule W-75(a)

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on this 19th day of September, 1989, a copy of the aforegoing Petition was mailed to Jeffrey E. Thompson, Esquire, P.O. Box 356, Centreville, MD 21617 and to Donald & Gloria Wissman, Rt. 1, Box 54, Millington, MD 21657, Defendants.

Philip Abraham

LIBER 20 PAGE 551

NOTICE

The attached Account was filed on January 18, 1990. 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 #89-1915. On the basis of the facts which appear on 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 12d were mailed to the following persons on January 18, 1990.

Michael R. Foster
J. Donald Braden
P.O.Box 367
Stevensville, MD 21666

Richard A. Calabria
Nathalda A. Watts
272 Magothy Bridge Rd.
Pasadena, MD 21122

Marian McKennan
Marian McKennan
Auditor

1990 JAN 18 PM 3:01
QUEEN ANNE'S COUNTY

ACCOUNT NO. 153235
~~SECURITY NO. 111.343~~

LIBER 29 PAGE 551 ~~LIBER 299 PAGE 317~~ LIBER 328 PAGE 438

MORTGAGE

This mortgage made on the 24 day of February, 19 88, between Donald E. Wissman and Gloria J Wissman, whose address is Rt 1 Box 54 Millington, Md 21657, hereinafter referred to as MORTGAGORS, and ASSOCIATES FINANCIAL SERVICES COMPANY OF DELAWARE, INC., whose address is 435 N DuPont Hwy Dover, Delaware, hereinafter referred to as MORTGAGEE.

WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns, the real property hereinafter described as security for the payment of a loan agreement of even date herewith in the principal amount of $ 27499.81, together with interest at the agreed rate of interest provided in the loan agreement, which has a final payment date of 02-29, 19X 2003

The property hereby mortgaged, and described below, includes all tenements, easements, appurtenances, rights, privileges, interests, rents, issues, profits, fixtures and appliances thereunto attaching or in any wise thereunto appertaining.

TO HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appurtenances thereunto belonging unto Mortgagee, its successors and assigns, forever; and Mortgagors hereby covenant that Mortgagors are seized of good and perfect title to said property in fee simple and have authority to convey the same, that the title so conveyed is clear, free and unencumbered except as hereinafter appears and that Mortgagors will forever warrant and defend the same unto Mortgagee against all claims whatsoever except those prior encumbrances, if any, hereinafter shown.

If Mortgagors shall fully perform all the terms and conditions of this mortgage and shall pay in full, in accordance with its terms, the obligations which this mortgage secures, then this mortgage shall be null, void and of no further force and effect.

MORTGAGORS AGREE: To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of Delaware acceptable to Mortgagee, which policy shall contain a loss payable clause in favor of Mortgagee as its interest may appear, and if Mortgagors fail to so do, they hereby authorize Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of Mortgagors' indebtedness for a period not exceeding the term of such indebtedness, and to charge Mortgagors with the premium thereon, or to add such premium to Mortgagors' indebtedness. If Mortgagee elects to waive such insurance, Mortgagors agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors agree that any sums advanced or expended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagors further agree: To pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage, and to pay, when due, all instalments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the date hereof. If Mortgagors fail to make any of the foregoing payments, they hereby authorize Mortgagee to pay the same on their behalf, and to charge Mortgagors with the amounts so paid, adding the same to Mortgagors' indebtedness secured hereby. To exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any instalment when due, or if Mortgagors shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagors herein contained be incorrect or if the Mortgagors shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings. Mortgagors shall pay all costs and attorneys' fees which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it may be a party by reason of the execution or existence of this mortgage, and in the event of foreclosure of this mortgage, Mortgagors will pay to Mortgagee, in addition to taxable costs, a reasonable amount as attorneys' fees and a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

The Mortgagee has the option to demand that the balance due on the loan secured by this mortgage be paid in full on the third anniversary date of the loan date of the loan and annually on each subsequent anniversary date. If this option is exercised, Mortgagors will be given written notice of the election at least 90 days before payment in full is due. If payment is not made when due, Mortgagee has the right to exercise any remedies permitted under this mortgage.

No failure on the part of Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

The use of the words "Mortgagors" and "Mortgagee" throughout this agreement includes the singular and the plural, the male, female and neuter and shall be read as his, her, their or its as the case may be.

The real property hereby mortgaged is located in Queen Anne County, State of Delaware, and is described as follows:

See Schedule "A" attached and made a part hereof

1988 FEB 29 AM 10:33

QUEEN ANNE'S COUNTY

~~REC'D BY~~ ~~DH~~
~~RECD FEE~~ ~~13.00~~
~~POSTAGE~~ ~~.50~~
~~RECD TAX~~ ~~121.00~~
~~CONSIDN~~ ~~134.50~~
~~CHECK NO~~ ~~134.50~~
~~Centerville Nat'l Bank 2-600 T10:32~~
~~02/27/88~~

Title to said property is clear, free and unencumbered except: (state exceptions if any)

IN WITNESS WHEREOF, Mortgagors have executed this mortgage on the day above shown.

Signed, sealed and delivered in the presence of:

Witness _____ Donald E Wissman (SEAL) Mortgagor

Witness _____ Gloria J Wissman (SEAL) Mortgagor

STATE OF Delaware
COUNTY OF Kent SS.

BE IT REMEMBERED that on this 24th day of February, A.D. 19 88, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Donald E Wissman and Gloria J Wissman

parties to this Instrument of Writing, known to me personally to be such, and severally acknowledged this Instrument of Writing to be (his) (her) (their) Deed.

GIVEN under my Hand and Seal of office the day and year aforesaid.

Dorothy A. Boyd
NOTARY PUBLIC, DELAWARE
TERM 2 YEARS

611071 Rev. 1-88

20 552

~~LIBER 299 FOLIO 018~~

SCHEDULE "A"

LIBER 328 FOLIO 439

ALL that lot and parcel of land situate in the Seventh Election District of Queen Anne's County, in the State of Maryland, (at or near that Section of said Distract known as Unicorn) and also being on the east side of a dirt road which branches from Route #313 at or near a property known as Roberts Store, (formerly known as Teat's Store), said dirt road running in a north and south direction from Route #313 said dirt road being on the north side of said Route no. 313 and approximately two miles south of Millington, said lot hereby conveyed being bounded on the north by land of William Dittrick, on the east by land of or formerly of Robert Smith, on the south by land of Hamilton B. Scott, and on the west by land of Frank Coppage, and which is described by the following metes and bounds, courses and distances, to wit:

BEGINNING at a concrete monument in the west line of the said public land (or dirt road) and or the east line of land of the said Frank Coppage, and being the northwest corner of land of Hamilton B. Scott, thence running by and with the east line of land of the said Frank Coppage; North 05 degrees 30 minutes west, 100.00 feet to a concrete monument and being the southwest corner of land of William Dittrick: thence by and with the south line of land of the said William Dittrick; North 84 degrees 30 minutes east 317.98 feet to a concrete monument in the west line of land now or formerly of Robert Smith; thence by and with the west line of land of the said Robert Smith; South 08 degrees 30 minutes east, 100.14 feet to a concrete monument, and being the northeast corner of land of Hamilton B. Scott; thence by and with the north line of land of the said Hamilton B. Scott; South 84 degrees 30 minutes west, 323.22 feet to a concrete monument in the west line of the aforesaid public land or dirt road, the place of beginning, containing Seven Hundred Thirty six One-thousandths (0.736) Acre of land.

AND BEING THE same land and premises conveyed in deed of Edward L. Anderson and Cindy Lou Anderson and dated and recorded on July 24, 1980 in the office of the Recorder of Deeds in and for Queen Annes County, State of Maryland in Liber MWM 166, Folio 173 which description is herein incorporated and otherwise known as Route 1, Box 54 RD, Millington, Maryland.

WITNESS

WITNESS

DONALD E. WISSMAN

GLORIA J. WISSMAN

1989 MAY 22 PM 2:21
QUEEN ANNE'S COUNTY

MTG DT	0#
RECD FEE	15.00
POSTAGE	.50
SUBTOTAL	15.50
CHECK/MO	15.50

#212770 C001 R00 T14:20
05/22/89

LIBER 29 PAGE 553

LIBER 328 PAGE 440

STATE OF MARYLAND
Queen Anne County, to wit:

On this 24th day of February 1988 before me, the undersigned officer personally appeared Dot Pettit, Agent for Associates Financial Services Company of Delaware Inc., the Mortgagee, and made oath for and on behalf of the Mortgagee in due form of law that the consideration mentioned in the above mortgage is true and bona fide as therein set forth; that the loan sum secured hereby has been paid over and disbursed by the party secured hereby unto the within named Mortgagor or the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the final and eomplete execution and delivery of this Mortgage; and also that he is the agent of said Mortgage and is authorized to make this affidavit.

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

M. Evelyn Caynor (Seal)
Notary Public

EVELYN M. CAYNOR
APPOINTED FEB 24, 1988
TERM 2 YEARS
NOTARY PUBLIC, DELAWARE

FOLIO 29 ... 551

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

THIS IS TO CERTIFY, that the aforegoing was truly taken and copied from Liber MWM 328, folio 438, 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 5th day of June 198 9.

Marguerite W. Munkin

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

...NESS WHEREOF, Mortgagors have executed this mortgage on the day ...

...except (state exceptions if any) Centerville Nat'l Bank ...

LIBER 20 PAGE 555

Jeffrey E. Thompson Substituted Trustee	*	
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
Donald E. Wissman Gloria Wissman	*	QUEEN ANNE'S COUNTY Case No. 89-01902 EQUITY
Defendants	*	

* * * * * *

ORDER OF COURT

Upon consideration of the Petition for Surplus Proceeds it is this 23 day of October 1989, by the Circuit Court for Queen Anne's County,

ORDERED, that the claim of Associates Financial Services may be allowed by the Auditor according to its legal priority and subject to exception upon statement of the Auditor's Report.

JUDGE

cc: Murray I. Resnick, Esquire
One E. Franklin Street
Baltimore, MD 21202

1989 OCT 23 AM 8 49
QUEEN ANNE'S COUNTY

20 556

Centreville, Md. 10/11 1989

We Hereby Certify

That the annexed advertisement of Ratification - Wissman

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 Oct 1989. And that the first insertion of said advertisement in the said RECORD OBSERVER was on the 27th day of Sept 1989, and the last insertion on the 11th day of Oct 1989.

Publishers, Record Observer

Per Dorothy N. Morse

IN THE CIRCUIT COURT FOR
QUEEN ANNE'S COUNTY, MARYLAND
Jeffrey E. Thompson
Substitute Trustee
vs.
Donald E. Wissman and
Gloria J. Wissman
Civil No. 89-01902

NOTICE REGARDING RATIFICATION OF SALE

NOTICE is hereby given this 22nd day of September, 1989 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: Brenda J. Day, Deputy Clerk

Filed September 20, 1989

RO-9-27-31-045

1989 NOV 14 AM 11:05
QUEEN ANNE'S COUNTY

1989 NOV 14 AM 11:05
QUEEN ANNE'S COUNTY

THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY E. THOMPSON, etc.	:	
v.	:	Civil 89-01902
DONALD E. WISSMAN et ux.	:	

: : : : :

FINAL RATIFICATION OF SALE
AND REFERRAL TO 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 Notice published in accordance with Rule BR6 b2, it is ORDERED that:

1. The Report of Sale is finally ratified.

2. The papers in this action are referred to the Auditor to state an account of the proceeds of the sale and a proper distribution thereof in accordance with Rules 2-543 and BR6 b 5.

3. The Clerk will 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 15 days after the recording of the deed conveying the property to the purchaser.

4. Within 15 days after recordation of the deed conveying the property to the purchaser and receipt from the fiduciary of all information required for the audit, the Auditor shall file an account or report in accordance with Rule 2-543 (e), unless that time is extended by the Court.

JUDGE

November 17, 1989

THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY E. THOMPSON, etc.	:	
v.	:	Civil 89-01902
DONALD E. WISSMAN et ux.	:	

FINAL RATIFICATION OF SALE
AND REFERRAL TO AUDITOR

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4. Within 15 days after recordation of the deed conveying the property to the purchaser and receipt from the fiduciary of all information required for the audit, the Auditor shall file an account or report in accordance with Rule 2-543 (e), unless that time is extended by the Court.

JUDGE

November 17, 1989

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY E. THOMPSON, ETC.	*	
SUBSTITUTE TRUSTEE	*	
	*	
v.	*	Civil #89-01902
	*	
DONALD E. WISSMAN and	*	
GLORIA J. WISSMAN	*	

* * * * * * * *

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$ 34,000.00	
Interest on 29,000 at 10% from 9/18/89 to 11/21/89 64 days at 7.95 per diem		508.80	
Real Property Taxes			
Adjusted to purchaser		212.16	
Adjusted to seller		357.83-	
GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 34,363.13
COMMISSIONS, to Fiduciary		$ 1,850.00-	
ATTORNEY FEE, per Deed of Trust		500.00-	
EXPENSES OF SALE			
Court Costs	$ 262.50-		
Advertising			
Notice of Sale	415.71-		
Report of Sale	93.87-		
Bond Premium	164.00-		
Auctioneer Fee	85.00-		
Certified Mail	4.40-	$ 1,025.48-	
AUDITOR'S FEE		65.00-	$ 3,440.48-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 30,922.65-

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY E. THOMPSON, ETC.	*	
SUBSTITUTE TRUSTEE	*	
	*	
v.	*	Civil #89-01902
	*	
DONALD E. WISSMAN and	*	
GLORIA J. WISSMAN	*	

* * * * * * * *

AUDITOR'S ACCOUNT

PROCEEDS OF FORECLOSURE SALE			
Sale Price, as reported		$ 34,000.00	
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GROSS AMOUNT AVAILABLE FOR DISTRIBUTION			$ 34,363.13
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ATTORNEY FEE, per Deed of Trust		500.00-	
EXPENSES OF SALE			
Court Costs	$ 262.50-		
Advertising			
Notice of Sale	415.71-		
Report of Sale	93.87-		
Bond Premium	164.00-		
Auctioneer Fee	85.00-		
Certified Mail	4.40-	$ 1,025.48-	
AUDITOR'S FEE		65.00-	$ 3,440.48-
NET AMOUNT AVAILABLE FOR DISTRIBUTION			$ 30,922.65-

INDEBTEDNESS DUE UNDER DEED OF TRUST		
Per Amended Statement of Debt		
Principal	40,003.98-	
Interest to 7/21/89	952.99-	
Interest on Principal @ 11% 7/12/89 to 11/17/89 119 days at 12.06 per day	$ 1,435.14-	
Late Charges	$ 41.80-	
	$ 42,433.91-	
AVAILABLE FOR DISTRIBUTION, as above		$ 30,922.65
DEFICIT		$ 11,510.26-

There is no surplus available for distribution to second mortgagee Associates Financial Services Company of Delaware as payment of its claim authorized by the Court's Order dated October 23, 1989.

INDEBTEDNESS DUE UNDER DEED OF TRUST		
Per Amended Statement of Debt		
Principal	40,003.98-	
Interest to 7/21/89	952.99-	
Interest on Principal @ 11% 7/12/89 to 11/17/89 119 days at 12.06 per day	$ 1,435.14-	
Late Charges	$ 41.80-	
	$ 42,433.91-	
AVAILABLE FOR DISTRIBUTION, as above		$ 30,922.65
DEFICIT		$ 11,510.26-

There is no surplus available for distribution to second mortgagee Associates Financial Services Company of Delaware as payment of its claim authorized by the Court's Order dated October 23, 1989.

20 560

NOTICE

The attached Account was filed on January 9, 1990. 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 #88-01902. On the basis of the facts which appear on 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 12d were mailed to the following persons on January 9, 1990.

Jeffrey E. Thompson
Thompson & Thompson
P.O. Box 356
Centreville, MD 21617

Donald & Gloria Wissman
P.O. Box 791
Grandy, N.C. 27939

Philip Abraham, Esq.
Resnick & Abraham
One E. Franklin Street
Baltimore, MD 21202

Marian McKennan
Marian McKennan
Auditor

29 PAGE 560

NOTICE

The attached Account was filed on January 9, 1990. 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 #88-01902. On the basis of the facts which appear on 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 12d were mailed to the following persons on January 9, 1990.

Jeffrey E. Thompson
Thompson & Thompson
P.O. Box 356
Centreville, MD 21617

Donald & Gloria Wissman
P.O. Box 791
Grandy, N.C. 27939

Philip Abraham, Esq.
Resnick & Abraham
One E. Franklin Street
Baltimore, MD 21202

Marian McKennan
Marian McKennan
Auditor

FILED 29 JAN 561

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY E. THOMPSON SUBSTITUTE TRUSTEE	*	
vs.	*	Civil #89-01902
DONALD E. WISSMAN GLORIA J. WISSMAN	*	

* * * * * * * * * * *

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 22nd day of January, 1990,

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.

JUDGE

1990 JAN 23 AM 8:42
QUEEN ANNE'S COUNTY

LIBER 29 PAGE 561

IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

JEFFREY E. THOMPSON SUBSTITUTE TRUSTEE	*	
vs.	*	Civil #89-01902
DONALD E. WISSMAN GLORIA J. WISSMAN	*	

* * * * * * * * * *

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 22nd day of January, 1990,

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.

JUDGE

1990 JAN 23 AM 8 42
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 562

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

EDWARD W. PULLEN
MARY E. PULLEN :
RT. 1, BOX 118B
CENTREVILLE, MARYLAND 21617 :

AND Case No. 89-01733

W. GARLAND WHITLOCK :
CLABBER HILL ROAD
CHURCH HILL, MARYLAND 21613

PLAINTIFFS :

CIVIL 8901733#
CIV FEES 80.00
CHECK/MO 80.00
#187500 C001 R00 T11:02
04/07/89

VS

ETTA WILSON
AND ALL THOSE WHO ARE HEIRS OR
MAY CLAIM BY AND THROUGH HER ESTATE:

DEFENDANTS

: : : : : :

:

COMPLAINT TO QUIET TITLE AND OTHER RELIEF

Now come the Plaintiffs, by and through their attorney, OWEN MCDONNELL TAYLOR, P.A., complaining and state:

1. The plaintiff, W. Garland Whitlock, is the record title owner of certain lands located in Queen Anne's County by a deed dated August 28, 1985 recorded among the Land Records of Queen Anne's County at Liber 237 folio 277 recorded on August 29, 1985; (copy attached as Exhibit "A"); that the grantor of said deed was Amos Edward Hynson; that Amos Edward Hynson claims title to the subject lands in the aforementioned deed and are the subject of this action by virtue of a Tax Sale deed dated September 9, 1968 from

William R. Wilson, III, County Treasurer of Queen Anne's County recorded September 10, 1968 in the Land Records of Queen Anne's County at Liber 37 folio 136 and described in Exhibit "A" as Lot 1;

2. That the aforementioned Tax Sale deed to Hynson recites, in part, that the property conveyed was:

> "All that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, near Burrisville, being designated as Parcel 75, Block 16, on Map 28 of the Queen Anne's County Tax Maps.
>
> Assessed to the Etta Wilson Heirs at the time of said sale."

There is no record of any deed or other document in the Land Records of Queen Anne's County that vests ownership of the subject property in Etta Wilson; No records in the Register of Wills shows any estate in the name of Etta Wilson. (A copy of said Tax Sale deed is attached and marked Exhibit "B");

3. That subsequent to the date of the Tax Sale deed, to wit: September 9, 1968 to the date of the filing of this complaint the subject property has been openly, actually, notoriously, exclusively, hostilely, continously and under a claim of title and use by the said Amos Edward Hynson, Jr. and, subsequently and immediately by W. Garland Whitlock; that Hynson and Whitlock have paid the taxes on the property

during this same period of time; that the time of possession and use has been for more than 20 years;

4. That the plaintiffs Edward W. Pullen and Mary Pullen are contract purchasers of Lot 1 of the subject property, have a trailer located on the premises and have secured financing for the purchase of the property from Whitlock. However, due to the break in the chain of title there is no clear description of the property conveyed by the Tax Sale deed and subsequent deed to Whitlock resulting in a defect in title has stopped closing on the sale until cleared up.

5. That all the land surrounding the subject property is owned by the parties to this action.

6. That the whereabouts of the Defendants is unknown.

Wherefore, the Plaintiffs pray:

a. That the Court pass an Order declaring the the subject property is to property of W. Garland Whitlock, free of any claim of the heirs of Etta Wilson or any other person claiming ownership of said property, as described in the attached deed.

b. And for such other and further relief as the nature of this case may require.

LIBER 20 PAGE 565

OWEN MCDONNELL TAYLOR, P.A.

OWEN M. TAYLOR
1304 HARMONY LANE
ANNAPOLIS, MARYLAND 21401
757-8080

LIBER 29 PAGE 566

LIBER 37 PAGE 136

No. 60197
Re 26232 RECEIVED FOR RECORD Sept 10, 1968 at 2:20 P.M.

THIS DEED, Made this 9th day of Sept., 1968, by WILLIAM R. WILSON, III, COUNTY TREASURER OF QUEEN ANNE'S COUNTY, in the State of Maryland.

WHEREAS, on the day of said sale hereinafter mentioned, there was due and owing Thirty-Three Dollars and Thirty Cents ($33.30) for State and County taxes due and in arrears, including interest and costs, on the hereinafter described property assessed in the name of the Etta Wilson Heirs; and

WHEREAS, Royden N. Powell, Jr., then County Treasurer of Queen Anne's County, did, pursuant to the power and authority vested in him as such treasurer by the provisions of Chapter 305 of the Acts of the General Assembly of Maryland enacted in the year 1957, at a public sale made by him in his official capacity and in execution of said power and authority so vested in him as aforesaid, held on the 16th day of May, 1967, sell the hereinafter described property unto AMOS HYNSON, JR., he being then and there the highest bidder therefor, at and for the sum of Forty-Dollars ($40.00) for the purpose of paying and satisfying the said State and County taxes then due and in arrears thereon; and

WHEREAS, the said sale having been reported by the said Royden N. Powell, Jr., then County Treasurer of Queen Anne's County, to the Circuit Court for Queen Anne's County, in a proceeding therein entitled "In The Matter of The Tax Sales in Queen Anne's County, Maryland," For the Year 1967," being Chancery Cause No. 4871, has been, after Order Nisi, and the due publication thereof required by said Act, finally ratified and confirmed by the said Court by its Order passed in said proceedings on the 28th day of July, 1967; and

WHEREAS, the said Amos Hynson, Jr., having fully paid the balance due on the purchase price for the said hereinafter described property unto William R. Wilson, III, present County Treasurer of Queen Anne's County, the receipt of which is hereby acknowledged, and the owner or owners thereof and/or his or their heirs, having failed to redeem the same by paying into Court to be paid to said purchaser, within the period of twelve (12) calendar months and one (1) day from the date of such sale, the amount of the purchase money and all subsequent taxes paid by said purchasers, are entitled to a deed of conveyance for said property; and

WHEREAS, the said William R. Wilson, III, did during the year 1967, succeed the said Royden N. Powell, Jr., as County Treasurer of Queen Anne's County, State of Maryland, and did assume the office of said County Treasurer, including the authorization to execute this conveyance as the successor in office of the said Royden N. Powell, Jr.

NOW, THEREFORE, THIS DEED WITNESSETH: that for and in consideration of the premises and the sum of Sixty Dollars ($60.00), the receipt of which is hereby acknowledged, the said William R.Wilson, III, County Treasurer of Queen Anne's County, does hereby grant and convey, in execution of the power and authority vested in him as aforesaid, unto the said Amos Hynson, Jr., his heirs and assigns, the following described property, to wit:

11-14-68 Original mailed to Amos Hynson Jr. Centreville, Md.

EXHIBIT A

ALL that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, near Burrisville, being designated as Parcel 75, Block 16, on Map 28 of the Queen Anne's County Tax Maps.

ASSESSED to the Etta Wilson Heirs at the time of said sale.

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 anyway 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 Amos Hynson, Jr., his heirs and assigns, forever.

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

WITNESS:

Helen E. Pardee

William R. Wilson III (SEAL)
William R. Wilson, III
County Treasurer of
Queen Anne's County

STATE OF MARYLAND

to wit:

COUNTY OF QUEEN ANNE'S

I HEREBY CERTIFY, that on this 9th day of Sept, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William R. Wilson, III, County Treasurer for Queen Anne's County, known to me to be the person described in the foregoing instrument and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

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

Helen E. Pardee
NOTARY PUBLIC

TITLE NOT EXAMINED

My Commission Expires: July 1, 1969

HELEN E. PARDEE NOTARY PUBLIC QUEEN ANNE'S COUNTY, MARYLAND

LIBER 20 PAGE 508

DOCUMENT NO. [illegible]

[illegible] 277

THIS DEED, made this 28 day of August, 1985 by and between AMOS EDWARD HYNSON, JR., party of the first part, hereinafter called "GRANTOR"; and W. GARLAND WHITLOCK, Route 1, Box 57, Church Hill, Queen Anne's County, Maryland 21623, party of the second part, hereinafter called "GRANTEE".

WITNESSETH, that for and in consideration of the sum of TEN THOUSAND DOLLARS ($10,000.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Amos Edward Hynson, Jr., does hereby grant and convey unto the said W. Garland Whitlock, his personal representatives and assigns, in fee simple, the following described property, to wit:

ALL those lots or parcels of land situate, lying and being in the Third Election District of Queen Anne's County, in the State of Maryland and contained within the following metes and bounds, courses and distances, according to a survey by Watson and Son dated March 1985, and recorded or intended to be recorded herewith, to wit:

LOT 1

BEGINNING at an iron pipe on the South side of Coon Box Road, this also being a corner for remaining lands of Amos Hynson, Jr. and thence with Coon Box Road N 84° 45' 01" East 115.58 feet to an iron pipe, thence with Lot 2, S 00° 30' 12" West 197.79 feet to an iron pipe and Lot 3, thence with Lot 3, S 79° 03' 05" West 117.33 feet to an iron pipe, thence still with Lot 3 N 00° 30' 12" East 209.50 feet to the place of beginning, CONTAINING 23,420 square feet of land, more or less.

SUBJECT to a fifty (50) foot wide strip of land for future County Road, if necessary, as set forth and shown on the afor-said plat.

LOT 2

BEGINNING at an iron pipe on the South side of Coon Box Road, this also being the Northeast corner of Lot 1 and thence with Coon Box Road N 84° 45' 01" East 100.51 feet to an iron pipe and Lot 3, thence with Lot 3 the following two courses and distances, S 00° 30' 12" West 205.00 feet to an iron pipe and

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617
[illegible]

9/17/85 Rec'd mailed to Grantee
Mr. W. Garland Whitlock
Rt. 1, Box 57
Church Hill, Md 21623 S. EXHIBIT B

S 88° 51' 43" West 100.05 feet to an iron pipe, thence with Lot 1, N 00° 30' 12" East 197.79 feet to the place of beginning, CONTAINING 20,140 squre feet of land, more or less.

BEING a part of lots or parcels of land granted and conveyed unto the Grantor herein by two (2) deeds:

(1) from William R. Wilson, III, County Treasurer of Queen Anne's County, by Deed dated September 9, 1968, recorded September 10, 1968 in Liber C.W.C. No. 37, folio 136, a Land Record Book for Queen Anne's County, Maryland; and

(2) from Royden N. Powell, Jr., Treasurer of Queen Anne's County, by Deed dated September 11, 1962, recorded September 11, 1962 in Liber T.S.P. No. 68, folio 208, a Land Record Book for Queen Anne's County, Maryland. See also Confirmatory Deed dated April 30, 1964 in Liber C.W.C. No. 7, folio 567.

TOGETHER with all of the buildings and improvements thereon erected, made or being, and all and every the rights, road, 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 W. Garland Whitlock, his personal representatives and assigns, in fee simple, forever.

AND the said Grantor does hereby covenant that he has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; and that he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said Grantor:

TEST:

Amos Edward Hynson Jr (SEAL)
AMOS EDWARD HYNSON, JR.

NO CERTIFICATION OF TITLE

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE MARYLAND 21617

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

EDWARD W. PULLEN
MARY E. PULLEN
RT. 2, BOX 118B
CENTREVILLE, MARYLAND 21617

AND

JAMES CECIL
DIANE CECIL
RT. 2, BOX 118A
CENTREVILLE, MARYLAND 21617

AND

W. GARLAND WHITLOCK
RT. 1, BOX 55A
CLABBER HILL ROAD
CHURCH HILL, MARYLAND 21613

PLAINTIFFS,

VS

GRACE WILSON
SOLE SURVIVING HEIR OF
ETTA WILSON, DECEASED
2023 N. FULTON STREET
BALTIMORE, MARYLAND 21217

DEFENDANT.

Case No. 89-01733

AMENDED COMPLAINT TO QUIET TITLE AND OTHER RELIEF

Now come the Plaintiffs, by and through their attorney, OWEN MCDONNELL TAYLOR, P.A., complaining and state:

1. The plaintiff, W. Garland Whitlock, is the record title owner of certain lands located in Queen Anne's County by a deed dated August 28, 1985 recorded among the Land Records of Queen Anne's County at Liber 237 folio 277

recorded on August 29, 1985; (copy attached as Exhibit "A"); that the grantor of said deed was Amos Edward Hynson; that Amos Edward Hynson claims title to the subject lands in the aforementioned deed and are the subject of this action by virtue of a Tax Sale deed dated September 9, 1968 from William R. Wilson, III, County Treasurer of Queen Anne's County recorded September 10, 1968 in the Land Records of Queen Anne's County at Liber 37 folio 136 and described in Exhibit "A" as Lot 1;

2. That the aforementioned Tax Sale deed to Hynson recites, in part, that the property conveyed was:

> "All that lot or parcel of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland, near Burrisville, being designated as Parcel 75, Block 16, on Map 28 of the Queen Anne's County Tax Maps.
>
> Assessed to the Etta Wilson Heirs at the time of said sale."

There is no record of any deed or other document in the Land Records of Queen Anne's County that vests ownership of the subject property in Etta Wilson; No records in the Register of Wills shows any estate in the name of Etta Wilson. (A copy of said Tax Sale deed is attached and marked Exhibit "B");

3. That subsequent to the date of the Tax Sale deed, to wit: September 9, 1968 to the date of the filing of this complaint the subject property has been openly, actually,

notoriously, exclusively, hostilely, continously and under a claim of title and use by the said Amos Edward Hynson, Jr. and, subsequently and immediately by W. Garland Whitlock; that Hynson and Whitlock have paid the taxes on the property during this same period of time; that the time of possession and use has been for more than 20 years;

4. That the plaintiffs Edward W. Pullen and Mary Pullen are contract purchasers of Lot 2 of the subject property, have a trailer located on the premises and have secured financing for the purchase of the property from Whitlock. However, due to the break in the chain of title there is no clear description of the property conveyed by the Tax Sale deed and subsequent deed to Whitlock resulting in a defect in title has stopped closing on the sale until cleared up.

5. That the Plaintiffs James Cecil and Diane Cecil are contract purchasers of Lot 1 of the subject property, have a home located upon the property and desire to complete the purchase of the land without cloud or defect.

6. That all the land surrounding the subject property is owned by the parties to this action.

7. That the Defendant is the only known heir of Etta Wilson; that she has informed the plaintiff that she knew of the property and that it was sold at tax sale; she claims no interest in the property.

Wherefore, the Plaintiffs pray:

a. That the Court pass an Order declaring the the

subject property is to property of W. Garland Whitlock, free of any claim of the heirs of Etta Wilson or any other person claiming ownership of said property, as described in the attached deed.

b. And for such other and further relief as the nature of this case may require.

OWEN MCDONNELL TAYLOR, P.A.

OWEN McDONNELL TAYLOR
1304 HARMONY LANE
ANNAPOLIS, MARYLAND 21401
757-8080

LIBER 20 PAGE 574

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1773

WRIT OF SUMMONS

Case Number 89-01733

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

TO:

Name Grace Wilson, Sole Surviving Heir of Etta Wilson, Deceased

Address 2023 N. Fulton Street, Baltimore, MD 21217

County

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached complaint filed by Edward W. & Mary E. Pullen, Rt 2, Box 118B, Centreville, MD 21617 / James & Diane Cecil (Name and Address) Rt 2, Box 118A, Centreville, MD 21617 / W. Garland WHitlock, Rt 1, Box 55A, Clabber Hill Rd., Church Hill, MD 21613

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the ~~THIRD~~ SECOND Judicial Circuit of Maryland.

Date Issued May 16, 1989

CLERK Marguerite W. Mankin

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.

Summons and copies of amended complaint, original complaint and exhibits mailed to attorney for service.

SHERIFF'S RETURN

FEE $

SHERIFF

NOTE:

1. This summons is effective for service only if serve within ~~60~~ 30 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).

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

EDWARD W. PULLEN :
MARY E. PULLEN, ET ALL
PLAINTIFFS, :

VS : CASE NO.89-01733

ETTA WILSON :
AND ALL THOSE WHO ARE HEIRS OR
MAY CLAIM BY AND THROUGH HER ESTATE:

DEFENDANTS. :

: : : : : :
:

AFFIDAVIT OF SERVICE

Now comes Owen McDonnell Taylor, Attorney for the Plaintiffs, being over 18 years of age and competant to testify and says, under penalties of perjury:

(1). That I caused the certified copy of the Summons, Complaint and Amended Complaint to be served upon the Defendant, Grace Wilson by certified restricted delivery, return receipt U.S. postal service.

(2). That the defendant received the documents on May 20, 1989 as evidenced by the attached postal receipt signed "Grace Wilson".

Owen McDonnell Taylor
AFFIANT
MAY 24, 1989

RECEIVED
CLERK CIRCUIT COURT
1989 MAY 25 AM 10: 38
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 576

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this 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 additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. †(Extra charge)†
2. ☒ Restricted Delivery †(Extra charge)†

3. Article Addressed to:
MRS. GRACE WILSON
2023 N. FULTON ST.
BALTIMORE, MD. 21217.

4. Article Number

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee
X Grace Wilson

6. Signature – Agent
X

7. Date of Delivery 5/20/89

8. Addressee's Address *(ONLY if requested and fee paid)*

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

LIBER 20 PAGE 577

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

EDWARD W. PULLEN :
MARY E. PULLEN :

AND :

JAMES CECIL
DIANE CECIL :

AND :

W. GARLAND WHITLOCK :

PLAINTIFFS, :

VS : CASE NO. 89-01733

ETTA WILSON :
AND ALL THOSE WHO ARE HEIRS OR
MAY CLAIM BY AND THROUGH HER ESTATE:

DEFENDANTS. :

: : : : : :

:

REQUEST FOR ORDER OF DEFAULT

The Plaintiffs herein request an Order of Default against the Defendant for failure to plead as provided by the Maryland Rules, after having been served.

OWEN M. TAYLOR
ATTORNEY OF PLAINTIFFS

NON MILITARY AFFIDAVIT

1. The defendant is not in the military service of the United States.
2. The defendant is not in the military service of any nation allied with the United States.
3. The defendant has not been ordered to report for induction under the Selective Training and Service Act.

4. The defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

I hereby certify under penalties of perjury that the forgoing Affidavit is true to the best of my knowledge, information and belief.

Edward ward Pullen
EDWARD PULLEN , Affiant

ORDER OF COURT

IT IS ORDERED this _____ day of _____, 1989, that an Order of Default is entered against the Defendant for failure to plead and that this matter is to be set before the Court or one of the Standing Examiners of this Court for testimony.

_____
Judge
Circuit Court for
Queen Anne's County,
Maryland

Affidavit of process must have copy attached

1989 JUL 26 AM 8:52
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 579

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

EDWARD W. PULLEN :
MARY E. PULLEN, ET ALL
PLAINTIFFS, :

VS : CASE NO.89-01733

GRACE WILSON :

DEFENDANT. :

: : : : : :

AMENDED AFFIDAVIT OF SERVICE

Now comes Owen McDonnell Taylor, Attorney for the Plaintiffs, being over 18 years of age and competant to testify and says, under penalties of perjury:

(1). That I caused the certified copy of the Summons, Complaint and Amended Complaint to be served upon the Defendant, Grace Wilson by certified restricted delivery, return receipt U.S. postal service.

(2). That the defendant received the documents on May 20, 1989 as evidenced by the postal receipt signed "Grace Wilson" attached to the first affidavit of service filed in these proceedings..

(3). That attached hereto is a copy of the Summons served upon the Defendant.

Owen McDonnell Taylor
AFFIANT
August 1, 1989

REC'D FOR
CLERK OF CIRCUIT COURT
1989 AUG -2 AM 10: 07
QUEEN ANNE'S COUNTY

LIBER 20 PAGE 580

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

MARGUERITE W. MANKIN, Clerk
COURTHOUSE
CENTREVILLE, MARYLAND 21617
301/758-1773

WRIT OF SUMMONS

Case Number 89-01733

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

TO:

Name Grace Wilson, Sole Surviving Heir of Etta Wilson, Deceased

Address 2023 N. Fulton Street, Baltimore, MD 21217

County

You are hereby summoned to file a *written* response by pleading or motion in this Court to the attached complaint filed by Edward W. & Mary E. Pullen, Rt 2, Box 118B, Centreville, MD 21617 / James & Diane Cecil (Name and Address) Rt 2, Box 118A, Centreville, MD 21617 / W. Garland WHitlock, Rt 1, Box 55A, Clabber Hill Rd., Church Hill, MD 21613

within 30 days after service of this summons upon you.

WITNESS The Honorable Chief Judge of the ~~Third~~ SECOND Judicial Circuit of Maryland.

Date Issued May 16, 1989

CLERK Marguerite W. Mankin

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.

Summons and copies of amended complaint, original complaint and exhibits mailed to attorney for service.

SHERIFF'S RETURN

FEE $

SHERIFF

COPY

NOTE:

1. This summons is effective for service only if serve within ~~60~~ 30 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).

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

EDWARD W. PULLEN :
MARY E. PULLEN :
AND :
JAMES CECIL :
DIANE CECIL :
AND :
W. GARLAND WHITLOCK :
PLAINTIFFS, :
VS : CASE NO. 89-01733
GRACE WILSON, :
DEFENDANT. :

REQUEST FOR ORDER OF DEFAULT

The Plaintiffs herein request an Order of Default against the Defendant for failure to plead as provided by the Maryland Rules, after having been served.

OWEN M. TAYLOR
ATTORNEY OF PLAINTIFFS

NON MILITARY AFFIDAVIT

1. The defendant is not in the military service of the United States.
2. The defendant is not in the military service of any nation allied with the United States.
3. The defendant has not been ordered to report for induction under the Selective Training and Service Act.
4. The defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

I hereby certify under penalties of perjury that the forgoing Affidavit is true to the best of my knowledge, information and belief.

Edward Word Pullen
EDWARD PULLEN , Affiant

ORDER OF COURT

IT IS ORDERED this 2nd day of August, 1989, that an Order of Default is entered against the Defendant for failure to plead and that this matter is to be set before the Court or one of the Standing Examiners of this Court for testimony.

Judge
Circuit Court for
Queen Anne's County,
Maryland

LIBER 20 PAGE 583

CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

Courthouse
Centreville, Maryland 21617

EDWARD W. PULLEN, et al.

Case Number 89-07733

Vs.

GRACE WILSON

NOTICE OF DEFAULT ORDER

TO:

Name Grace Wilson

Address 2023 N. Fulton Street, Baltimore, MD 21217

County

You are hereby notified that an Order of Default has been entered against you in the above entitled case on August 2, 1989.

You may move to vacate the Order of Default within thirty (30) days of the date of entry. The motion shall state the reasons for the failure to plead and the legal and factual basis for the defense to the claim.

Date Issued August 4, 1989

CLERK

LIBER 20 PAGE 584

EDWARD W. PULLEN, ET AL.,	*	PULLEN, ET AL., VS. ETTA WILSON, ET AL.
PLAINTIFFS	*	IN THE CIRCUIT COURT
VS.	*	OF MARYLAND FOR
ETTA WILSON AND ALL THOSE WHO ARE HEIRS OR MAY CLAIM BY AND THROUGH HER ESTATE	*	QUEEN ANNE'S COUNTY
DEFENDANTS	*	CIVIL ACTION NO. 89-01733

* * * * * * * * *

TESTIMONY

The Subscriber, one of the Standing Examiners of this Honorable Court, having been notified by Owen M. Taylor, Esquire, Attorney for the Plaintiffs, of the desire to take testimony in this cause, did meet at the offices of Edward Turner, Esquire, located at 109 Lawyers Row, Centreville, Maryland, on Wednesday, September 13, 1989 at 1:00 p.m., I attended and proceeded in the presence of the Plaintiffs and to take the following depositions:

Edward Turner
Edward Turner
Standing Examiner

EDWARD TURNER, ESQ.
ATTORNEY AT LAW
109 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

EDWARD W. PULLEN, one of the Plaintiffs, having been duly sworn was examined and testified as follows:

QUESTIONS BY THE EXAMINER:

Q. Please state your name, age, and residence?
A. Edward W. Pullen, age 29, Coon Box Road, Rt. 2, Box 118-B, Centreville, MD 21617.

Mr. Taylor requested to give a little back ground on the case prior to asking questions of the Plaintiff.

"May I give a little brief history as to what we are doing and why we are doing it. The property that is the subject to this suit, Mr. Turner, is shown on this plat, I will have somebody identify it with more particularity in just a few minutes, but you might see it and it will be introduced into evidence in do course. This is Coon Box Road at the top side of the plat, there is a property shown on here that is a large outline lot which is shown as Lot 3 which is 2.598 Acres. That property, that is to say Lot 3, is owned and has been owned for over 20 years by Mr. Hynson. There was an out sale by Mr. Hynson to Mr. Whitlock who will testify today of what is marked on here as Lot No. 1 and Lot No. 2. Lot 2 is occupied, that is to say there is a trailer on it and in the trailer live the Pullen family, they sit in front of you today, and Lot 1 is the Cecil family, they are both relatives, that is to say, the owner of the property is Mr. Whitlock, Mr. Whitlock is married to Mrs. Whitlock of course, Mrs. Whitlock is the mother of Mr. Pullen and Mrs. Cecil, so this is all in the family. Now I wish point out that the two lots, this is what we are trying to clear title to is Lots 1 and 2, they are surrounded by the County Road which is Coon Box Road and the Hynson property. There is no adjoining property lines with any other owner."

Mr. Turner asked: Now when you go into Burrisville do you turn left or right on Coon Box Road?
Answer - left.
Mr. Turner: On Coon Box Road going down Spaniard's Neck cutting through there.
Answer - yes.
Mr. Turner: How far down that Road are you?
Mr. Pullen: About three quarters of a mile.
Mr. Turner: Beyond that cemetery?
Mr. Pullen: Yes, the cemetery is on the right and I'm in the first trailer on the left.
Mr. Turner: Sits back?
Mr. Pullen: Sits back I guess about 75 foot.
Mr. Turner: Yes I know where it is. Is it really for the purpose of clarifying the description more than anything else?
Mr. Taylor: That is all that it is. The title is not in dispute.
Mr. Turner: The marketability of the title is not in dispute?
Mr. Taylor: Exactly.
Mr. Turner: A matter of defining the description in accordance with survey.

EDWARD TURNER, ESQ.
ATTORNEY AT LAW
109 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

Mr. Taylor: That is exactly what we are doing.

Mr. Taylor - "In order, I think, the way to do what we are trying to do is of course to file the suit against the only known heir and the only heir of the person who was the Tax title owner, that is to say, you'll see an exhibit later."

Mr. Turner: Who acquired it in 1968 at the tax sale?

Mr. Taylor: Right.

Questions by Mr. Taylor:

Q. Now Mr. Pullen will you identify yourself for the record, tell us your name and address and your age.

A. My name is Edward Pullen and I'm 29 years old, I live in Burrisville, my address is Rt. 2, Box 118-B, Centreville, Maryland 21617.

Q. Would you look at the plat which is on the desk here and identify which lot, if there is a lot there, that you live on?

A. Lot No. 2.

Q. Lot No. 2 and could you describe the physical lot, just very briefly, is it flat, rolling or what?

A. Mostly flat.

Q. Is it cleared or is it wooded?

A. Mine's cleared, it's just got a few trees in it.

Q. Are the corner markers marked by anything?

A. Yes they are iron pipes in each corner.

Q. When you go out there to the property can you clearly see the corner markers?

A. Yes.

Q. And what are they marked with?

A. Iron pipes.

Q. Iron pipes?

A. With a little wooden stake out there in front of it.

Mr. Turner: As a result of the recent survey made by Mr. Watson?

A. Yes.

Q. The man who made this plat was the one who positioned those markers?

A. Yes.

Q. And who owns the lot, to your knowledge, that your trailer and where you live?

A. Mr. Whitlock.

Q. What relationship is Mr. Whitlock to you?

A. He's my stepfather.

Q. And have you come to some agreement or understanding with Mr. Whitlock regarding the purchase of Lot No. 2?

A. Well we just want to buy it off of him and get it over in my name.

Q. Let me show you a document marked as "Exhibit No. 1 to testimony" can you tell us what that document is?

Mr. Pullen: This?

Mr. Taylor: Yes.

Q. What is this paper?

A. It's an agreement.

Q. Alright and who signed it?

A. Mr. Whitlock, my wife and myself.

Q. And is that for the purchase of Lot No. 2?

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CENTREVILLE, MARYLAND
21617

A. Yes.
Q. Now after you had the contract that's now Exhibit No. 1, and you agreed to buy it from Mr. Whitlock, did you go to the Bank to get a loan?
A. Yes we went here in Centreville.
Mr. Turner: The Centreville National Bank?
A. Yes.
Q. And the loan was approved?
A. Yes.
Q. And did you go to a lawyer to have a closing on the loan?
A. No sir we didn't.
Q. Did you go to Mr. Thompson to have the title examined?
A. No not yet.
Q. Was the title examined?
A. No.
Q. Well then let me ask you this, did there come a time when you were told that you couldn't close on your loan because of something wrong with the title?
A. Yes.
Q. Ok, and that's the reason you brought this suit is to clear up title so that you can complete your sale?
A. Yes.
Q. How long have you actually occupied Lot No. 2, that is to say, lived in the trailer?
A. 4 years.
Q. 4 years and was the trailer occupied before you or were your the first occupant?
A. I'm the first.
Q. No one else has lived in that trailer except you?
A. Yes sir.
Q. And do you use the entire lot, do you cut the grass and all that?
A. Yes sir.
Q. And do you through Mr. Whitlock pay the taxes?
A. Yes.
Mr. Turner: Is Mr. Whitlock to whom you refer a W. Garland Whitlock, one of the Plaintiff's in this matter?
A. Yes sir.
Mr. Taylor asked that Exhibit Number One To The Testimony be entered into evidence at this time.

Mrs. Diane Cecil, one of the Plaintiffs having been duly sworn was examined and testified as follows:

Questions by Mr. Taylor:

Q. Mrs. Cecil what is your name please?
A. Diane.
Q. You are married?
A. Yes sir.
Q. What is your husband's name please?
A. James Cecil.
Q. And what is your age?

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A. 32.
Q. Where do you live?
A. Burrisville, Coon Box Road.
Q. And do you have a Box number on Coon Box Road?
A. Rt. 2, Box 118-A.
Q. What is your relationship to Mr. Pullen?
A. I'm his sister.
Q. And where do you live in relationship to him?
A. I live right next door to him on Lot 1 on Burrisville Road.
Q. Ok, look at this plat that is in front of Mr. Turner, do you recognize this paper?
A. Yes sir.
Q. You have seen this many times haven't you?
A. Yes sir.
Q. Alright, and on this paper that is the survey can you point at the lot that you live on?
A. Lot One.
Q. Ok, and how long have you lived on lot one?
A. Since November of 1985.
Q. And what is on Lot No. One, what do you live in?
A. A Mobile home.
Q. And is that similar to your brother's?
A. Yes sir.
Q. And did you move in about the same time?
A. Yes sir.
Q. But you don't live in the same mobile home, you each put a mobile home on each of your lots?
A. Yes sir.
Q. And have you come to some understanding or agreement with your stepfather, Mr. Whitlock regarding Lot No. 1?
A. Yes sir.
Q. And what is that?
A. That we live there and we pay him so much money a month toward buying the property from him.
Q. Do you pay the taxes?
A. We pay the property taxes and anything else that comes up in regards to the land.
Q. And he owns the land but you pay the taxes, in effect, you pay him the taxes and he pays them?
A. Yes sir.
Q. Now, have you negotiated with the bank or made arrangements in some way that you wish to either sell this property or buy it?
A. I talked to the Bank about borrowing money against the property for either putting another home there or building on or whatever, but they won't lend us the money because there is no clear deed.
Mr. Turner: A defect in the title?
A. Yes sir.
Q. And that is the reason that you brought this suit before the Court?
A. Yes sir.
Q. And once the suit is cleared up you will then either complete your purchase or sell the property or something along those lines?

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A. Yes sir.
Q. You have lived there approximately five years and is your area marked, that is to say, are there boundary markers on your property?
A. Yes there are at these four corners.
Q. And how are they marked?
A. There's an iron post in the ground and there should be an iron stake in the ground.
Q. And was that done by the surveyor here, Mr. Watson?
A. Yes.
Q. And you were present at the time that he did that?
A. Yes.
Q. And they remain in the same position ever since?
A. Yes sir.
Q. And do you use the whole property, do you cut the grass and all?
A. Yes.
Mr. Taylor asked that the Contract of Sale between Mr. Whitlock and Mr. and Mrs. Cecil be marked as "Plaintiff's Exhibit Number 2 To Testimony".
Mr. Turner: So anyhow, you entered into a Contract of Sale to buy the property, you went to the Bank to borrow the money and they bank referred the title examination to their attorney and his findings were that there was a defect and that's the reason this suit was brought to correct that so that you can go forth and take title tc the property?
A. Yes sir.
Mr. W. Garland Whitlock, one of the Plaintiffs having been duly sworn was examined and testified as follows:

Questions by Mr. Taylor:

Q. Mr. Whitlock you are over 18 years of age?
A. Yes sir.
Q. Please state your full name please?
A. Willard Garland Whitlock.
Q. And where do you live Mr. Whitlock?
A. On Clabber Hill Road just back of Starkey's Corner.
Q. Do you know of Mr. Amos Edward Hynson?
A. Yes sir.
Q. How do you know him?
A. I was looking for a piece of ground to buy to park mobile homes on and stopped by his house and ask him if he would sell me a piece of ground.
Q. What was his response?
A. After making several trips he told me "yes" he was going to sell me a piece of ground.
Q. And did you subsequently go to settlement?
A. Yes sir.
Q. And you bought the piece of ground?
A. Yes sir.
Q. Where is that ground located?
A. On Coon Box Road just outside of Burrisville.
Q. And when you went to buy that property did you have a survey prepared at your expense for the purpose of identifying the boundary lines?
A. Yes sir.

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Q. And who did that for you?
A. Watson.
Q. Alright, look in front of you, you see laying on the desk here a document which has been marked as "Exhibit Number Three To Testimony", can you identify this document?
A. Yes sir.
Q. What is that?
A. That's the plat of the ground that the acre of ground came off of.
Q. And is this the survey that was done at your request?
A. Yes sir.
Q. When the surveyor did the survey did you ask him to do anything besides just survey it, did he do anything else?
A. No he just surveyed it.
Q. Did he locate the corner markers?
A. Yes sir.
Q. Alright could you point out for the court where those corner markers were set?
A. There's an iron pipe in the ground with a wooden star about 18" high, right here, here, here, etc.,
Q. And what do those corner markers encompass, that is to say, what do they mark off?
A. One square acre of ground.
Q. And when you went to record your deed did you record it as one parcel or two?
A. Two parcels.
Q. Are they also shown on the survey?
A. Yes sir.
Q. And they are marked as lot what and what?
A. Lot One and Lot Two.
Q. Who occupies lot one?
A. My stepdaughter, Diane Cecil.
Q. And who occupies lot two?
A. My stepson, Edward Pullen.
Q. And did they start their occupation or living on the property soon after your purchase?
A. As soon as we got it prepared.
Q. What year was that?
A. 1985 I believe.
Q. And they have lived there ever since?
A. Yes sir.
Q. And when you acquired the property you acquired the property directly from a Mr. Hynson?
A. Yes sir.
Q. And do you know the length of time Mr. Hynson was the record title owner of the property before your purchase?
A. The records I have, he bought one piece, it was in two parcels, he bought one piece in 1965 and the other piece in 1967.
Mr. Turner: The Tax Sale of 1968.
Q. And from that time that he purchased those properties to the present, to the time that you bought it was he the sole owner of the property?
A. As far as I know.

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Q. You don't know of any other people who occupy it or live on the property?
A. No sir it was wooded area when I bought it.
Q. Now you've agreed to sell Lot One to the Cecil's?
A. Yes sir.
Q. And you've agreed to sell Lot Two to the Pullen's?
A. Yes sir.
Q. And you have written agreements with them to do that?
A. Yes sir.
Q. And as a result have they been able to close on the settlement of those agreement?
A. No sir.
Q. Why not?
A. There's a flaw in the title somewhere.
Q. Concerning the boundaries.
A. Yes sir.
Q. And it is your request, as you are one of the Plaintiff's in this case, that the boundaries be set by this court as shown on this survey?
A. Yes sir.
Q. And what is shown of this survey is exactly what is being occupied by the children?
A. That's right.
Mr. Turner: And what you propose to sell?
A. Yes sir.
Q. I show your what has been marked as "Plaintiff's Exhibit Number Four To Testimony", Mr. Whitlock and ask you to look at it and note the top and can you tell us what that Exhibit No. 4 is?
A. It's the deed made to me by Amos Hynson isn't it?
Q. Yes sir, and what did he do by that deed?
A. He deeded the ground to me.
Q. Ok so that's the deed whereby you acquired ownership of the property?
A. Yes sir.
Q. And it described Lot No. One and Lot No. Two?
A. Yes sir.
Q. It also shows doesn't it, the last page, that the survey of Watson's was recorded at the same time?
A. Yes sir.
Q. And there's the signature of Mr. Hynson on the second page?
A. Yes sir.
Q. And this was recorded where in the Land Records?
A. 237 and 277.
Q. Book 237 at page 277?
A. Yes sir.

(CONCLUSION OF ALL TESTIMONY BY THE PARTIES)

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There being no further witnesses being named or produced to me, I then at the request of the Solicitor for the Plaintiff, closed the depositions taken in said cause with costs chargeable to the Plaintiffs as follows, to wit:

Edward Turner, Standing Examiner----------$50.00 (unpaid)
Barbara S. Efland, Stenographer----------$50.00 (unpaid)

I further certify that the examination of all witnesses was conducted in my presence; that I did not find it necessary to examine or cross-examine any witness; that I did not find any irregularities or unusual circumstances in the taking of the testimony or the conduct of the proceedings; that the transcript and exhibits filed herein are authentic and complete; and that no notice of the filing of the Examiner's transcript and exhibits as provided by Rule 2-542(f) of the Maryland Rules is being filed with the submission of this testimony, as an Order of Default has been signed by this Court.

Edward Turner
Edward Turner, Standing Examiner

EDWARD TURNER, ESQ.
ATTORNEY AT LAW
109 LAWYERS ROW
CENTREVILLE, MARYLAND
21617

"EXHIBIT ONE TO TESTIMONY IN PULLEN, ET AL., VS. ETTA WILSON, ET AL.," IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, MARYLAND, CIVIL ACTION NO. 89-01733"

THIS AGREEMENT, Made this 3 of October 20 1987

nineteen hundred and eighty-seven ----------, between W. Garland Whitlock

of Queen Anne's County, Maryland ----------

of the first part and Mr. and Mrs. Edward W. Pullen of Queen Anne's County, Maryland ----

of the second part.

Witnesseth, that the said party of the first part does hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the Third Election District of Queen Anne's County, Maryland described as Lot 2 containing 20,140 square feet on a plat prepared by Watson and Son, Surveyors, dated March 1985, said plat being attached hereto, together with the mobile home and any other improvements located on said property. It is understood that Vendees shall allow the well on said property to serve the neighboring property (shown as Lot 1 on attached plat) for a period of 90 days following settlement.

At and for the price of Fifteen Thousand Seventy-nine Dollars and Twenty-five Cents ($15,079.25) ---------- ~~Dollars~~ of which One Hundred Dollars ($100.00) ---------- ~~Dollars,~~

have been paid prior to the signing hereof and the balance to be paid as follows: Balance in cash or certified check at settlement, which shall be held within sixty (60) days at the Law Offices of G. Mitchell Mowell, 107 Court Street, Chestertown, MD 21620. This contract is contingent upon Vendees obtaining financing in the amount of Fifteen Thousand Dollars ($15,000.00) at ten percent (10%) within thirty (30) days of the date hereof.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee. Transfer taxes, stamps and recording costs shall be paid by Vendees.

~~Taxes between the parties. Property taxes to be prorated as of the date of settlement. to be paid. Owned for by the Vendor to nineteen hundred and~~

Property is or may be subject to imposition of Agricultural Transfer Tax. Any such tax shall be paid by Vendee.

Time is the essence of this contract.

Purchase price shall be reduced by the amount of any payments made by Vendee to Vendor on or after October 1, 1987.

If a title examination reveals the property to be not marketable, all deposit money shall be returned to Vendees and this Contract of Sale shall be null and void.

TEST:

Denise A. Wells

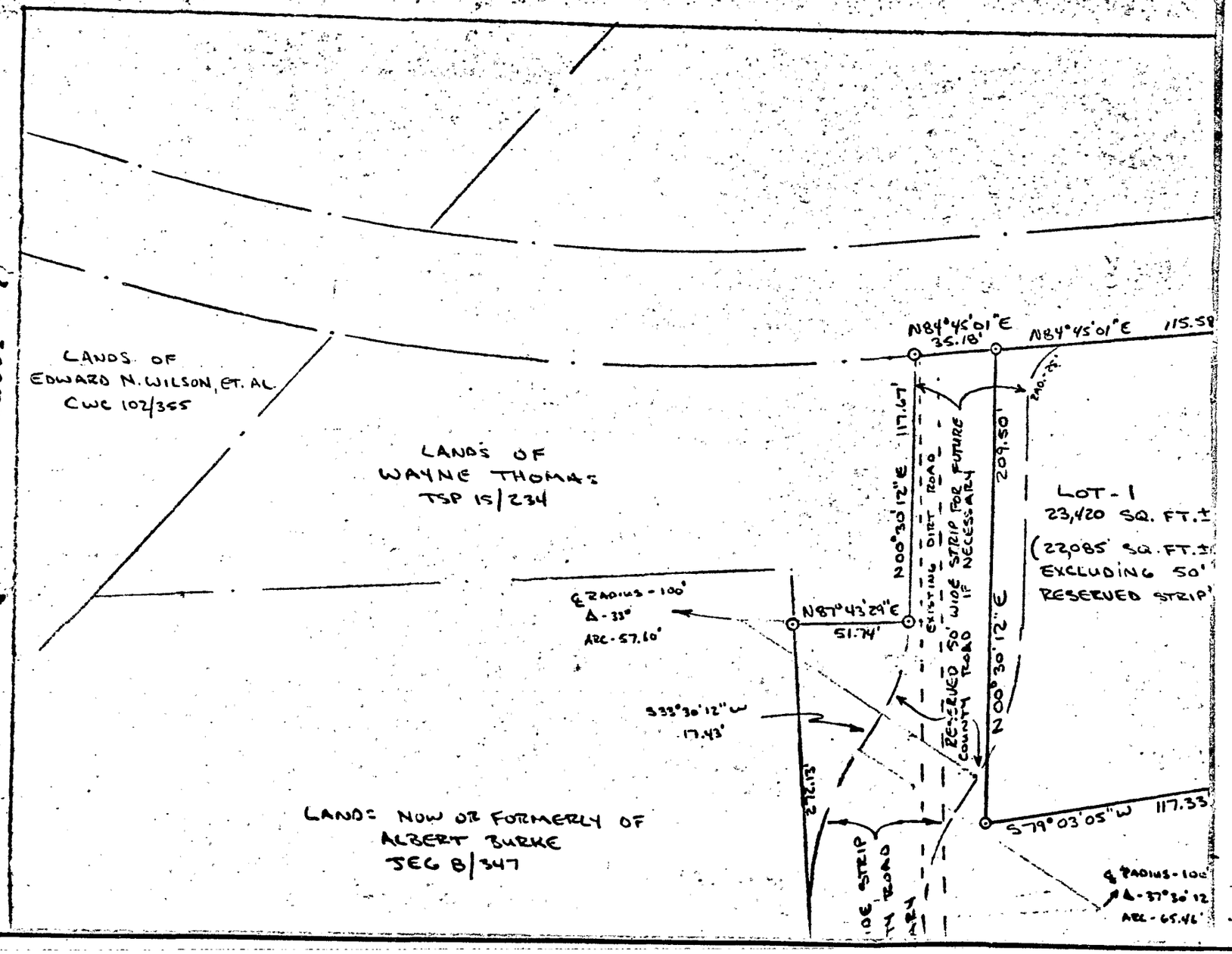
G. Mitchell Mowell

G. Mitchell Mowell

W. Garland Whitlock (SEAL)
W. Garland Whitlock

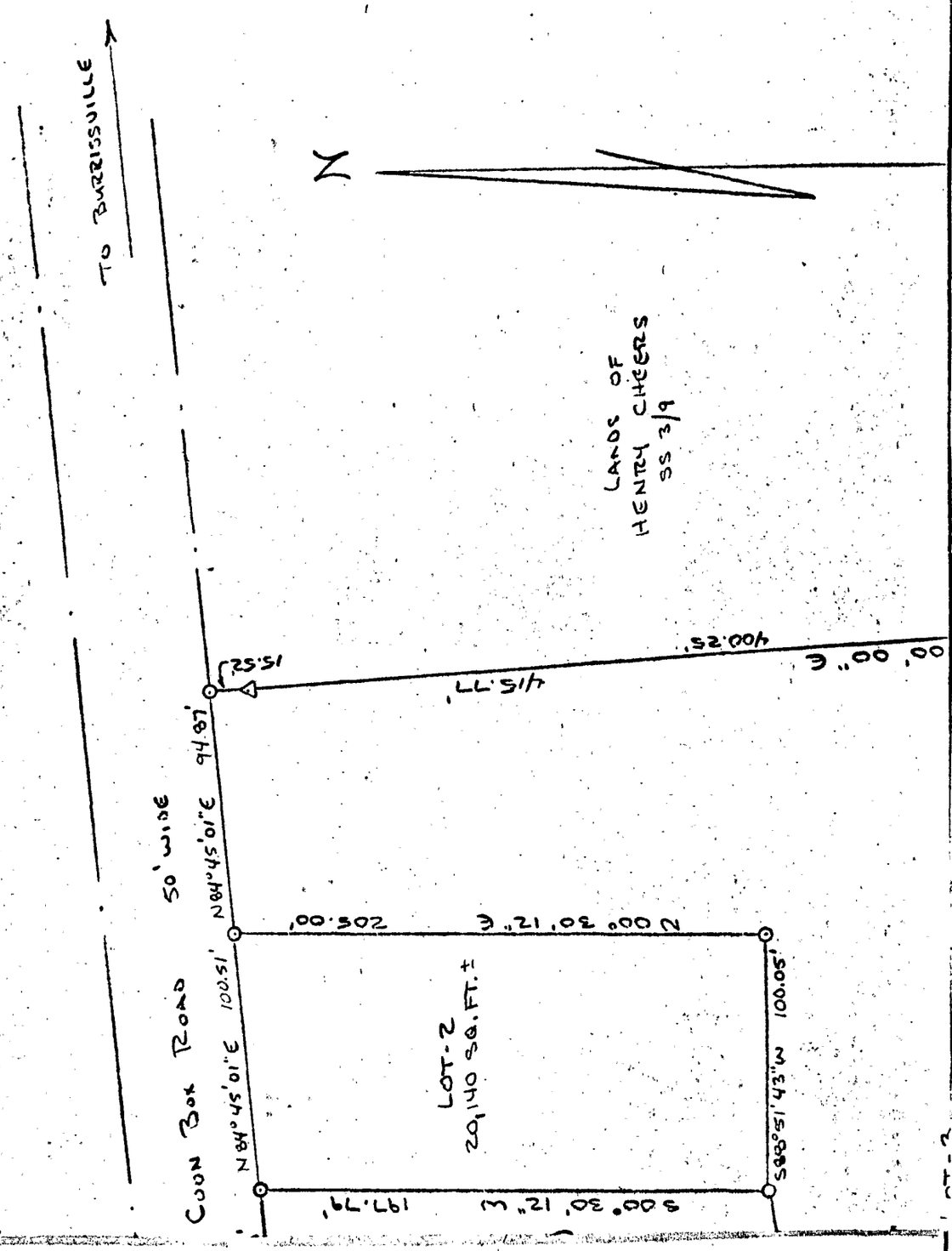
Edward W. Pullen (SEAL)
Edward W. Pullen

Mary E. Pullen (SEAL)
Mary E. Pullen


LANDS OF
EDWARD N. WILSON, ET. AL.
CWC 102/355
LANDS OF
WAYNE THOMAS
TSP 15/234
LANDS NOW OR FORMERLY OF
ALBERT BURKE
JEG 8/347
N84°45'01"E
35.18'
N84°45'01"E 115.58
N00°30'12"E 117.67'
209.50'
EXISTING DIRT ROAD
RESERVED 50' WIDE STRIP FOR FUTURE COUNTY ROAD IF NECESSARY
LOT-1
23,420 SQ. FT.±
(22,085' SQ. FT.±
EXCLUDING 50'
RESERVED STRIP)
N87°43'29"E
51.74'
℄ RADIUS - 100'
Δ - 33°
ARC - 57.60'
S33°30'12"W
17.43'
N00°30'12"E
272.13'
S79°03'05"W 117.33'
℄ RADIUS - 100'
Δ - 37°30'12
ARC - 65.46'

LANDS OF
BETTY KILSON CLYNE
CWC 69/472
N 04° 00' 00" W
RESERVED 50'
FOR FUTURE COU
IF NECES
UNKNOWN OWNERSHIP - RESULT OF
ERROR IN S. CHESTER COURSEY SURVEY
OF APRIL 2, 1910
EXISTING DIRT ROAD
70.49'
S 88° 51' 43" E

"PLAINTIFF'S EXHIBIT NUMBER THREE TO TESTIMONY IN PULLEN ET AL., VS ETTA WILSON, ET AL., CIVIL ACTION NO. 89-01733 IN THE CIRCUIT COURT FOR QUEEN ANNE'S CO."



2.598 ACRES±

S 04°

407.52'

337.03'

47.33'

LANDS OF
MAEL J. AND MARY L. DOUGHERTY
MWM 211/262

● - IRON PIPE FOUND
△ - STONE FOUND
⊙ - IRON PIPE SET

LIBER 20 PAGE 597

WATSON AND SON
PROFESSIONAL LAND SURVEYORS
108 Broadway
CENTREVILLE MD 21617
(301) 758-1612

SCALE 1" = 50'	APPROVED BY	DRAWN BY TTW
DATE MARCH 1985		TSP 68/208 CWC 37/35

PLAT OF A SURVEY AND MINOR SUBDIVISION OF
LANDS OF AMOS HYNSON JR. - THIRD ELECTION DISTRICT
QUEEN ANNE'S COUNTY, MARYLAND

REVISED 5/13/85 - FUTURE ROAD CURVES ADDED LOT 1
REVISED MADE SMALLER, LOT 3 LARGER
REVISED

DRAWING NUMBER 8535

LIBER 20 PAGE 598

237/277

"EXHIBIT NUMBER FOUR TO TESTIMONY IN PULLEN, ET AL., VS. ETTA WILSON, ET AL., IN THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY, CIVIL ACTION NO. 89-01733"

THIS DEED, made this 28 day of August 1985 by and between AMOS EDWARD HYNSON, JR., party of the first part hereinafter called "GRANTOR"; and W. GARLAND WHITLOCK, Route Box 57, Church Hill, Queen Anne's County, Maryland 21623, party of the second part, hereinafter called "GRANTEE".

WITNESSETH, that for and in consideration of the sum of TEN THOUSAND DOLLARS ($10,000.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Amos Edward Hynson, Jr., does hereby grant and convey unto the said W. Garland Whitlock, his personal representatives and assigns, in fee simple, the following described property, to wit:

ALL those lots or parcels of land situate, lying and being in the Third Election District of Queen Anne's County, State of Maryland and contained within the following metes and bounds, courses and distances, according to a survey by Wa[illegible] and Son dated March 1985, and recorded or intended to be recorded herewith, to wit:

LOT 1

BEGINNING at an iron pipe on the South side of Coon Box Road, this also being a corner for remaining lands of Amos Hynson Jr. and thence with Coon Box Road N 84° 45' 01" East 115.58 feet to an iron pipe, thence with Lot 2, S 00° 30' 12" West 197.79 feet to an iron pipe and Lot 3, thence with Lot 3, S 79° 03' 05" West 117.33 feet to an iron pipe, thence still with Lot 3 N 00° 30' 12" East 209.50 feet to the place of beginning, CONTAINING 23,420 square feet of land, more or less.

SUBJECT to a fifty (50) foot wide strip of land for future County Road, if necessary, as set forth and shown on the afore[illegible] said plat.

LOT 2

BEGINNING at an iron pipe on the South side of Coon Box Road, this also being the Northeast corner of Lot 1 and thence with Coon Box Road N 84° 45' 01" East 100.51 feet to an iron pipe and Lot 3, thence with Lot 3 the following two courses and distances, S 00° 30' 12" West 205.00 feet to an iron pipe and

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617

9/17/85 rec'd mailed to Grantee
Mr. W. Garland Whitlock
Rt. 1, Box 57
Church Hill, Md 21623

S 88° 51' 43" West 100.05 feet to an iron pipe, thence with Lot 1, N 00° 30' 12" East 197.79 feet to the place of beginning, CONTAINING 20,140 squre feet of land, more or less.

BEING a part of lots or parcels of land granted and conveyed unto the Grantor herein by two (2) deeds:

(1) from William R. Wilson, III, County Treasurer of Queen Anne's County, by Deed dated September 9, 1968, recorded September 10, 1968 in Liber C.W.C. No. 37, folio 136, a Land Record Book for Queen Anne's County, Maryland; and

(2) from Royden N. Powell, Jr., Treasurer of Queen Anne's County, by Deed dated September 11, 1962, recorded September 11, 1962 in Liber T.S.P. No. 68, folio 208, a Land Record Book for Queen Anne's County, Maryland. See also Confirmatory Deed dated April 30, 1964 in Liber C.W.C. No. 7, folio 567.

TOGETHER with all of the buildings and improvements thereon erected, made or being, and all and every the rights, road, 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 W. Garland Whitlock, his personal representatives and assigns, in fee simple, forever.

AND the said Grantor does hereby covenant that he has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; and that he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of said Grantor:

TEST:

Jeanne A. Greenway

Amos Edward Hynson Jr (SEAL)
AMOS EDWARD HYNSON, JR.

NO CERTIFICATION OF TITLE

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE MARYLAND 21617

MAP 237 PARCEL 279

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

I HEREBY CERTIFY, that on this 28th day of August 1985, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared AMOS EDWARD HYNSON, JR. and he acknowledged the aforegoing Deed to be his act.

WITNESS my hand and Notarial Seal.

Jean A. Smithey
Notary Public
My Commission Expires: July 1, 1986

1985 AUG 29 AM 11:26
QUEEN ANNE'S COUNTY

DEED	0#
PLT AR	0#
RECD FEE	19.00
POSTAGE	.50
RECD TAX	44.00
TRAN TAX	50.00
SUBTOTAL	112.50
CHECK/MO	112.50

M054920 C001 R01 T11:21
08/29/85

RECEIVED FOR TRANSFER
This 29 Day of August 1985
Approved for Assessment
Queen Anne's County

6/29/85
Recd. Jan 30/1986
Amos H. Hynson

THOMPSON & THOMPSON
ATTORNEYS AT LAW
CENTREVILLE, MARYLAND 21617

LIBER 237 PAGE 280

No. 124,638 QUEEN ANNE'S COUNTY, to wit: Be it remembered that on this 29th day of August, in the year Nineteen Hundred and Eighty-five, at 11:26 AM., a Plat was brought to be recorded and the space below is dedicated to said Plat and same will be found in a file box permanently filed under No. 124,638, to wit:

Amos Edward Hynson, Jr.

W. Garland Whitlock

LIBER 20 PAGE 602

Owen McDonnell Taylor, P.A.
Attorney at Law

1304 Harmony Lane
Annapolis, Maryland 21401

Washington (Direct)
(301) 261-1121

Annapolis
(301) 757-8080

September 21, 1989

Honorable Edward Turner, Examiner
109 Lawyers Row
Centreville, Maryland 21617

Re: Pullen Testimony
89-10733

Dear Mr. Turner:

Thank you for hearing the testimony in the Pullen title case referenced above. As you may recall the testimony was left open to supply an additional exhibit of a contract between the Cecils and Mr. Whitlock. Apparently Mrs. Cecil misunderstood and now tells me that the agreement with her step father is verbal. Therefore, I cannot supply the exhibit. I hope this causes no problem.

Additionally, I am enclosing a proposed Order for your review and submittal. Your secretary called and said the testimony was ready for submittal. Again, thank you for your help and assistance with this matter.

Very truly yours,

Owen M. Taylor

enclosure

THE CIRCUIT COURT FOR QUEEN ANNE'S COUNTY

EDWARD W. PULLEN et al.	:	
v.	:	Civil #89-01733
GRACE WILSON	:	

: : : : :

ORDER

An Order of Default was entered in this action on August 4, 1989. Testimony with respect to the allegations of the Amended Complaint To Quiet Title And Other Relief was taken before an Examiner on September 13, 1989. A transcript has been filed. It is ORDERED as follows:

1. Any interest owned by Plaintiffs Edward W. Cecil, Mary E. Pullen, James Cecil, Diane Cecil and/or W. Garland Whitlock in whatever property was conveyed by William R. Wilson, III, County Treasurer of Queen Anne' County, to Amos Hynson, Jr., by Deed dated September 9, 1968, and recorded among the Land Records of Queen Anne's County in Liber CWC 37, folio 136, is owned by the said Plaintiffs free and clear of any rights or claims of Defendant Grace Wilson.

2. Neither the allegations of the Amended Complaint nor the proof support other or further relief in this action; and findings or declarations with respect to the area or size of any property conveyed by the aforesaid Deed are specifically denied.

3. Plaintiffs shall pay the costs of this action.

4. The Clerk will enter this Order as a final judgment.

JUDGE

October 10, 1989

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INTENTIONALLY.

No. 85 Chancery

Earle et al

vs

Davidson

Petition for Sale of
Real Estate

Entered on Chancery Docket #1-
1824-1871- folio 88- and on
#2- folio 28 - 1870-1878

Filed July 14th 1860

85 Chancery

To the Honorable Richard B Carmichael judge of the Circuit Court for Queen Anne's County.

The bill of complaint of James T. Earle, Richard T. Earle, Samuel T Earle George Earle and John C. Earle trustees under the will of the late Richard T Earle of Queen Anne's County deceased and next friends of George Davidson, Mary T Davidson, Catharine Davidson and Susan Davidson infants under the age of twenty one years, humbly shows that the said Richard T Earle deceased departed this life in the year eighteen hundred and forty three having first duly made and executed his last will and testament, a copy of which duly certified ~~is been~~ and marked "exhibit A" is herewith filed as a part of this bill, whereby he devised to your orators the following real estate situate in Queen Anne's County, to wit: a part of the tract of land called Crump's Forest containing one hundred and thirty five acres, a part of a tract of land called White Marsh containing eighty nine acres and thirty perches, a part of a tract of land called Chesterfield containing seventy acres, a large brick house and one acre of land in the town of Centreville in the county aforesaid which the said testator bought of Henry Hackett, ten acres of woodland near the old Poor House in the said county, and a part of a tract of land called Upper Heathworth, in trust nevertheless that during the life of Mary T. Davidson mother of the aforesaid Mary, and daughter of the said testator, your orators should manage the said real property to her best advantage, and after her decease that they should hold and use the said real estate for the benefit of Philip T Davidson husband of the said testators daughter Mary during his life and after his decease to convey the same real

estate to the children of the said Philip J Davidson that might survive their father and mother, as by reference to the said will herewith exhibited may more fully and at at large appear.

This bill of complaint further shows that the said Philip J Davidson departed this life in the year eighteen hundred and sixty leaving the said Mary J Davidson daughter of the aforesaid testator his widow who now survives, and Philip J Davidson Richard E Davidson, and the afore named infants George Davidson, Mary J Davidson, Catharine Davidson and Susan Davidson, the only children of the said Philip J. Davidson deceased and the aforesaid Mary J Davidson his wife. It further shows that it will be for the interest and advantage of the aforesaid infants as well as for the interest and advantage of the said Mary J. Davidson widow and the said Philip J Davidson and Richard E Davidson her children who are adults over the age of twenty one years, to sell all of the aforesaid real estate, which your orators are will not admit of an equal division among those interested without loss or injury, and to invest the proceeds thereof in some productive fund ~~according~~ for the benefit of all interested in the said real estate according to their several and respective interests therein, as designated by the aforesaid will of the said Richard J Earle deceased.

Your orators are further advised and believe that the aforesaid Mary J Davidson and her adult children the aforesaid Philip J Davidson and and Richard E Davidson desire and will consent to a sale of the aforesaid real estate for the purposes herein set forth.

To the end therefore that the said Mary J Davidson widow, and her children the said Philip J Da=

vidson Richard E Davidson, George Davidson Mary J Davidson, Catharine Davidson and Susan Davidson may answer the premises, and that the aforesaid real estate may be sold under the authority of this court and the proceeds invested as herein before set forth, and that your orators may have such further and other relief as their case may require

May it please your Honor to grant unto your orators the writ of subpoena against the said Mary J. Davidson, widow and her children the said Philip J Davidson, Richard E Davidson, George Davidson Catharine Davidson, Mary J Davidson and Susan Davidson all of Green Ams County commanding them to appear in this court at some certain day to be therein named, to answer the premises and abide by and perform such decree as may be passed therein, and as in duty bound they will ever pray &c

Lloyd Pilgrim
Solicitor for Complainants

108.

James T. Earle and others
Lunatics under the title of
R. T. Earle deceased as
next friends of Geyo Mary
T. Catharine and Susan
Davidson

v.

Mary T. Davidson widow
and her children Philip T.
Richard E. Geyo Mary T.
Catharine and Susan
Davidson

108.

Mr Brown Esq Clk will file
this bill and issue subpoenas
as prayed, but "to lie"
as to P T Davidson and R
E Davidson

H Tilghman
Solicitor for Complt.

Filed the 4th day of May 1844

Queen Anns County to wit: The State of Maryland to Mary J. Davidson widow of Philip J. Davidson deceased and her children Philip J. Davidson, Richard E. Davidson, George Davidson, Catharine Davidson, Catharine Davidson, Mary J. Davidson and Susan Davidson of Queen Anns County Commanding them to be and appear in the Circuit Court for Queen Anns County as a Court of Chancery on the first Monday of May instant to answer unto the Bill of Complaint of James T. Earle, Richard T. Earle, James C. Earle, George Earle & John C. Earle Trustees under the Will of Richard T. Earle deceased and next friend of George Davidson, Mary J. Davidson, Catharine Davidson and Susan Davidson, Infants under the age of twenty one years, in said Court against you exhibited. Hereof fail not as you shall answer the Contrary at your peril — Witness the Honorable Richard B. Carmichael Esquire Judge of said Court the twenty third day of January eighteen hundred and sixty. Issued the 4th day of May 1860.

Madison Brown Clerk

Tilghman.

~~145~~ Chan. Cases, #285

James T. Earle, Richard T. Earle, Samuel T. Earle, George Earle and John C. Earle Trustees under the will of Richard T. Earle dec'd and as next friends of George Davidson, Mary T. Davidson, Catharine Davidson & Susan Davidson

vs

Mary T. Davidson Widow of P. T. Davidson and Philip T. Davidson, Richard E. Davidson, George Davidson, Mary T. Davidson, Catharine Davidson and Susan Davidson, her Children

Sale as to Philip T. Davidson and Richard E. Davidson

Summons &c.

John R. Story & Bill

Returnable 1st Monday of May Next.

To P B Hopper Esq.

Whereas a bill is shortly to be filed in the Circuit Court for Queen Anne County for the purpose of obtaining a decree for the sale of all the real estate devised by the late Richd T Earle to his sons in trust to manage the same to the best advantage of his daughter Mary J Davidson (who is my mother) during her life, and after her death to convey the same to her children in equal shares; and whereas I desire to facilitate the obtaining of said decree: Now therefore you are hereby constituted and appointed my attorney and solicitor to appear for me and to answer the said bill in my name, admitting the facts therein contained, and consenting to a decree for the sale of said real estate and the disposition and investment of the proceeds thereof in such manner as to the said Court may appear to be legal and right. Witness my hand and seal this sixteenth day of April 1860.

Witness

P. T. Davidson. (Seal)
Rich. E. Davidson

Sandoor
Stitch

The joint and several answers of Mary T. Davidson widow and Philip T. Davidson and Richard E. Davidson to the bill of Complaint of James T. Earle & others Trustees under the will of Richard T. Earle dec'd and as next friends of George Davidson & others, against them and others exhibited in the Circuit Court for Queen Anne County sitting as a Court of Equity.

These Defendants severally admit the various matters and things charged in the complainants bill to be true, and consent to a sale of the real estate therein mentioned for the purposes therein stated, and therefore submit to such decree in the premises as may be right for that end.

P. B. Hopper
Solr for Defts.

It is agreed that the above answer shall be received without the affidavit of the respondents therein named.

S. Filsmeier Solr for Complts.
P. B. Hopper Solr for Defts

Answers of
Mary T. Davidson widow
P. T. Davidson & W. E.
Davidson
to the bill of Compl of
James T. Earle & others

Mr. B. file this answer
PWH Lob
for defts

Filed July 6. 1860

The joint and several answers of George Davidson Mary T. Davidson Catherine Davidson and Solon Davidson infants under the age of twenty one years by Mary T. Davidson their guardian to the bill of complaint of James T. Earle Richard T. Earle Samuel T. Earle & George McG. Earle Trustees under the will of Richard T. Earle dec'd and as next friends of these defendants against them and others exhibited in the Circuit Court for Queen Anne County sitting as a Court of Equity.

These defendants cannot admit any of the matters and things charged in the said bill and being infants of tender years submit their rights to the protection of this court.

Mary T. Davidson

On this fourteenth day of June in the year Eighteen Hundred and sixty-[illegible] the above named Mary T. Davidson appeared before me the subscriber a justice of the peace of the State of Maryland in and for Queen Anne County and made oath that the matters and things stated in the foregoing answer are true to the best of her knowledge and belief — Louis Wagenrather, J.P.

The joint and separate answers of George Davidson & others minors by their Guardian Mary T. Davidson to the bill of Complaint of Samuel T. Earle & others Trustees &c &c -

We B. file this answer,

N. B. Hale
for Deft

Filed July 6, 1860

Jas T. Earle et al
vs
Mary J. Davidson et al

In Circuit Court for Queen Anne's County sitting in equity.

It is agreed that a commission shall be issued by the Clerk of the aforesaid court to James Matthews Esq as commissioner to take testimony in the above cause.
June 18th 1860.

Lloyd Tilghman
Solr for Complts
O. B. Hopper Solr for Defts

LIBER 20 PAGE 620

Earle
&
David Jr

Agreement for Commission to issue to take Testimony.

Filed July 6. 1860

Queen Anne's County, Court: 21 621

The State of Maryland to James Wooters, of Queen Anne's County, Greeting: Be it Known that you are hereby appointed a Commissioner to examine evidences in a cause depending in the Circuit Court for Queen Anne's County sitting as a Court of Equity, between James T. Earle, Richard T. Earle, Samuel T. Earle, George Earle and John B. Earle, trustees under the will of Richard T. Earle and next friends of George Davidson, Mary T. Davidson, Catharine Davidson and Susan Davidson, Complainants, and Mary T. Davidson, widow and her children Philip T. Davidson, Richard E. Davidson, George Davidson, Mary T. Davidson, Catharine Davidson and Susan Davidson, Defendants. You are therefore required, having first taken the oath hereunto annexed, and also administered the annexed oath to the person whom you shall appoint as Clerk to attend the execution of this Commission, that at such time and place as to you shall seem convenient, you cause to come before you all such evidences as shall be named and produced to you by either the Complainants or Defendants; and that you examine them on their corporal oaths, to be by you administered upon the Holy Evangely of Almighty God, touching their knowledge or remembrance of any thing that may relate to the cause aforesaid; and that you cause notice to be given to the parties, or their attornies, of the execution of this Commission, before you execute the same; and having reduced the depositions of the witnesses so taken by you, into writing, you send the same with this Commission, close under your hands and seal, to the said Circuit Court with all convenient speed. Witness the Honorable Richard B. Carmichael Esquire, Judge of the said Court, the Seventh day of May in the year eighteen hundred and Sixty Issued the 6th day of July 1860.

Madison Brown, Clerk.

Commissioner's Oath.

You James Wooters, shall according to the best of your skill and knowledge, truly, faithfully, and without partiality to any or either of the parties in this cause, take the examinations and depositions of all and every witness and witnesses produced and examined by virtue of the Commission hereto annexed, upon the interrogatories now, or which may hereafter, before the said Commission is closed, be produced to and left with you, by either of the said parties.
So help you God -

Sworn before William H. Scott, J.P.

Clerk's Oath.

You shall truly, faithfully, and without partiality to any or either of the parties in this cause, take, write down, and transcribe the depositions of all and every the witnesses produced before and examined by the Commissioner named in the Commission hereunto annexed, so far forth as you are directed and employed by the said Commissioner to take, write down and transcribe, the said depositions.
So help you God -

Sworn before James Wooters.
Commissioner

Ross Chancery.
James A. Ennis Petitioner
vs
Mary J. Nantfendes
Comm
Commission to James Wooters to take testimony

James J Earle et al } In the circuit court sitting
vs } in equity.
Mary J Davidson et al }

Interrogatories to be proposed to witnesses to be produced on the part of the complainants.

1. Are you or not acquainted with the parties to this suit, or any, and which of them?
2. Are any of the defendants under twenty one years of age? If yes, which of them.
3. Were you or not acquainted with Philip J. Davidson formerly a resident of Queen Anne County? Is he dead or alive? If dead when and where did he die.
4. Was or was not the said Philip J Davidson deceased married at the time of his death? If yes who is his widow? and where does she reside? and is she or not a daughter of the late Richard J Earle
5. Did or not the said Philip J. Davidson leave children? If yes state how many, and their names, and whether they are not all children also of Mary J Davidson widow of the said Philip J Davidson?
6. Examine the will of the late Richard J. Earle filed in this cause & note the several parcels of real estate therein devised to the complainants in trust for his daughter Mary J Davidson and her children. Are you acquainted with the several parcels of land, or any of them? If yes, state the "quantity and value" of each parcel separately, and whether it would be for the benefit and advantage of the infant children of the said Philip J Davidson deceased and Mary

J Davidson, and also of their adult children and the said Mary J Davidson, that the said several parcels of real estate should be sold. State also the "facts and circumstances which show that it would be for the benefit and advantage" of the aforesaid parties that ~~the~~ a decree for a sale of the said real estate should be passed.

7.

Mortgage satisfied

To the Honorable Richard B. Carmichael Judge of the Circuit Court for Queen Ann's County.

At the execution of the annexed Commission issued out of the Circuit Court for Queen Ann's County, sitting as a Court of Equity, and to me directed, empowering me to examine evidences in a cause depending in the said Court, between James T. Earle, Richard T. Earle, Samuel T. Earle, George Earle and John C. Earle, trustees under the will of Richard T. Earle and next friends of George Davidson, Mary T. Davidson, Catharine Davidson and Susan Davidson, Complainants, and Mary T. Davidson, widow and her children Philip T. Davidson, Richard E. Davidson, George Davidson, Mary T. Davidson, Catharine Davidson and Susan Davidson, Defendants, I James Wooters, Commissioner therein named, having taken the oath annexed to the said Commission, and having appointed Morrison Brown, Junior, Esq. and administering to him the oath annexed to the said Commission, did on the Seventh day of July in the year eighteen hundred and Sixty, at Centre Ville, in the County aforesaid, proceed in the presence of the Complainants Solicitor, the Solicitor of the Defendants having waived the usual notice and the privilege of being present at the examination of the witnesses, to take the following depositions, to wit:

Walter S. Tuxfin, a witness of lawful age, produced on the part of the Complainant, being duly sworn and examined to interrogatories, filed with the Commissioner by the Complainant and herewith returned, deposes and says.

To the first interrogatory. He knows the parties to this suit.

To the second interrogatory. That Mary T. Davidson widow and Philip T. Davidson and Richard E. Davidson are of full age, the other Defendants being minors

To the third interrogatory. That he was acquainted with Philip T. Davidson formerly a resident of Queen Ann's County, that he is dead, having died in February last at Queenstown in this County

To the fourth interrogatory. That the said Philip T. Davidson was married at the time of his death, that Mary T. Davidson was his widow, who is now

residing at Queen Town, and she was the daughter of the late Richard T. Earle.

To the Fifth interrogatory, That the said Philip J. Davidson did leave children, six in number, and all named as codefendants in this proceeding with their mother, ~~and they~~

To the Sixth interrogatory, He says that he knows all the several parcels, except the parcel called "Upper Heathworth". The farm consisting of Crumps Forest and White Marsh contains about two hundred and twenty four acres, is worth Ten dollars per acre making $2240.00. The Brick house in Centreville ~~and~~ containing about one acre of land is worth $3100.00, The parcel of land being part of Chesterfield contains about Seventy acres, and is worth about forty five dollars per acre or Three thousand one hundred and fifty dollars for the whole. The lot of wood land near the old poor house contains ten acres and is worth Ten dollars per acre, or $100.00 for the whole. ~~The Seventh interrogatory,~~ That he thinks it would be to the benefit and advantage of all the defendants, that the said several parcels of Real Estate should be sold, ~~that~~ because the money at six per cent interest would be more than the rent of the land. The buildings and fencing all all out of repair and it would take considerable out lay to put them in order.

Walter S. Turpin

Madison Brown, Witness of lawful age, produced on the part of the Complainant being duly sworn and examined to interrogatories filed with the Commissioner in deposes and says

That having read the depositions of Dr. Walter S. Turpin to the 1st, 2d, 3d, 4th, 5th Interrogatories in this cause he adopts the answers of said Turpin to said Interrogatories as his own.

To the Sixth Interrogatory, That he has a general acquaintance with all the lands except the ten acre lot. The lot Upper Heathworth contains about fifty acres mostly wood land, worth ten dollars per acre, making in the whole $500.00. The farm consisting of Crumps Forest and White Marsh contains about 224 acres

and is worth ten dollars per acre, making $2240.00 The brick house and lot in Centreville containing one acre of land is worth at its full value not exceeding $2500.00. The parcel of land being part of Chesterfield containing about seventy acres he estimates in its present condition to be worth $30.00 per acre or $2100.00. That he thinks ~~that~~ it would be to the benefit and advantage of all the defendants that the said several parcels of Real Estate should be sold. The lot called Upper Heathworth has a log house upon it and yields no income sufficient to pay the taxes. The farm called Crumps Forest and White Marsh is in very bad condition as to fences and buildings, requiring considerable ~~money~~ to put them in order, and the interest of the money is more than a fair annually value of the land. The parcel of land being part of Chesterfield is without wood or timber to make fences, without any division fence with scarcely a fence to enclose it, a small frame house in bad condition and of little value and the interest on the price for which it would sell would be about twice as much as the rent after deducting the taxes, Brick house in Centreville needs thorough repairing inside, the stable requires thorough repairing and the enclosures ~~are~~ ought all to be made new and the interest on the estimated value is more than the rent deducting the taxes.

~~Madison Brown~~

Upon being informed of the situation of the lot of wood land near the old pur house containing ten acres this deponent he says that he is acquainted with that land and that the same is worth ten dollars per acre or one hundred dollars That it is for the benefit and advantage ~~and adva~~ of all the defendants that it should be sold because the owners are now burdened with the taxes without any revenue from it.

Madison Brown

There being no ~~further~~ witnesses to be examined, and neither party desiring further time for the production of their evidences, the Commissioner closed the said Commission and herewith returns the same under his hands

and seal, this 7th day of July 1860,

James Wooters, (Seal)
Commissioner

Costs of executing Comm:

Commissioner	1 day	$4.00
Clerk		2.50
Walter S. Turpin witness		.75
		$7.25

James T Earle et al
vs
Mary T. Davidson et al

In the Circuit Court ~~sitting~~ for Queen Anns County sitting in equity.

It is hereby agreed that the above cause be submitted to the Hon: R B Carmichael judge, for decision without argument, or further testimony.

Lloyd Tilghman
Sol for complts

July 10th 1860.

P. B. Hopper Solr for Defts

Dandson
agreement to cut
out corner

Filed July 10. 1860.

Decree

Filed 30th July 1860.

James T Earle et al
vs
Mary T Davidson et al

In the Circuit Court for Queen Anns County sitting in Equity—

This cause standing ready for hearing and being submitted without argument, the proceedings were read and considered.

It is thereupon this fourteenth day of July in the year of our Lord eighteen hundred and sixty by Richard B Carmichael judge of the Circuit Court for Queen Anns County, and by the authority of this court adjudged, ordered and decreed that the several parcels of real estate in the proceedings mentioned be sold.

That James T. Earle, Richard T Earle Samuel T Earle George Earle and John C Earle be and they are hereby appointed trustees to make such sale; and the course and manner of their proceeding shall be as follows: They shall first file with the clerk of this court a bond to the State of Maryland executed by themselves, with a surety or sureties to be approved by the clerk of this court in the penalty of eighteen thousand dollars conditioned for the faithful performance by them of the trust reposed in them by this decree or which may be reposed in them by any future decree or order in the premises. They shall then proceed to make sale of the said several parcels of real estate mentioned in the proceedings having first given at least three weeks previous notice in some newspaper printed in Centreville in Queen Anns County and such other notice as they may think proper of the time place manner and terms of sale; which terms shall be as follows: one fifth part of the pur-

chase money of the said several parcels of land to be paid in cash on the day of sale and the balance of the said purchase money to be paid in equal instalments in one two and three years from the day of sale the whole to bear interest from the day of sale and which interest shall be secured to be paid annually from the day of sale, and the payment of the said purchase money and interest to be secured by the bond or bonds of the purchaser or purchasers with a surety or sureties to be approved by the trustees

And as soon as may be convenient after any such sale or sales the said trustees shall return to this court a full and particular account of the same with an affidavit of the truth thereof and of the fairness of such sale or sales annexed. And on the ratification of such sale or sales by the judge of this court, and on payment of the whole purchase money (and not before) the said trustees by a good and sufficient deed or deeds to be executed and acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property or any part thereof and to his her and their heirs the property to him her or themsold free clear and discharged of all claim of the parties to this cause, and of any person or persons claiming by from or under them: And the said trustees shall bring into this court the money arising on such sale or sales, to be disposed of under the direction of this court after deducting therefrom the costs of this suit and such commission to the said trustees as the judge of this court shall think

proper to allow on consideration of their skill, attention and fidelity wherewith they shall appear to have discharged their trust.

It is further adjudged and decreed that the said trustees shall sell the said several parcels of said real estate in such parcels or lots and ~~with such divisions as they shall think most~~ conducive to the interest of all the parties defendants in this cause.

Richd. Wm. Carmichael

Know all men by these presents that we James T. Earle, Richard T. Earle, Samuel T. Earle John C. Earle of Queen Anns County ~~and~~ George Earle of Cecil County and Augustus McCabe and Richard E. Fessenden of Queen Anns County in the State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of eighteen - thousand dollars current money to be paid to the said State of Maryland, or its certain attorney: to which payment, well and truly to be made and done we bind ourselves and each of us our and each of our heirs executors and administrators, jointly and severally firmly by these presents: Sealed with our seals and dated this Sixth day of August in the year eighteen hundred and sixty.

Whereas by a decree of the Circuit Court for Queen Anns County sitting in Equity bearing date on the fourteenth day of July eighteen hundred and sixty and passed in a cause in the said court wherein the said James T. Earle and others are complainants and Mary J Davidson and others are defendants, the above bound James T. Earle Richard T. Earle Samuel T. Earle George Earle and John C. Earle have been appointed trustees to make sale of certain real estate in the proceedings in said cause mentioned

Now the condition of the above obligation is such that if the above bounden

James T Earle, Richard T Earle Samuel T Earle George Earle and John C Earle do and shall well and faithfully perform the trust reposed in them by said decree or that may be reposed in them by any future decree or order in the premises then the above obligation to be void otherwise to be and remain in full force and virtue in law.

Signed sealed and delivered in the presence of
Mo. T. Cresswell as to George Earle

James T Earle (Seal)
R. T. Earle (Seal)
Saml. T. Earle (Seal)
George Earle (Seal)
John C. Earle (Seal)
Wm M. Cole (Seal)
R. E. Feddeman (Seal)

Trustee's Bond.

Security approved this
6th day of August 1860.
Madison Brown Clerk.

Filed August 6th 1860.

85

Cole
vs
Davidson

Trustee's report of
Sales and Plat

— Filed August 5th 1861 —

James T Earle et al
vs
Mary T. Davidson et al

In the Circuit Court for Queen Anne's County.

To the Honorable Richard B Carmichael judge of the Circuit Court for Queen Anne's County.

The report of James T. Earle, Richard T Earle, ~~Samuel T Earle~~ George Earle and Wm G Earle trustees appointed by the decree in this cause to make sale of certain real estate therein mentioned shows: That after giving bond with security for the faithful discharge of their trust, as required by said decree, and giving notice of the time place manner and terms of sale by advertisement in the "Centreville Times" and "Centreville States Rights", newspapers printed in the town of Centreville for more than three successive weeks before the day of sale ~~and by handbills circulated throughout Queen Anne's County~~ they did pursuant to said notice attend in front of the Court House in the town of Centreville on Tuesday, the fourteenth day of August in the year eighteen hundred and sixty at two o'clock P.M. and then and there proceeded to sell said real estate as follows.

In the first place your trustees offered at public sale to the highest bidder the large brick house in the town of Centreville and one acre of land thereto belonging which the late Richard T Earle bought of Henry Hackett and in which Madison Brown Esq now resides, and sold the same to the said Madison Brown he being there and there the highest bidder therefor at and for the sum of three thousand and five dollars.

In the next place they offered for sale the plantation or farm composed of tracts or parts of tracts of land called Cumps Forrest and White Marsh, containing by a survey made under the direction of your trustees

two hundred and eleven acres one rood and thirty four perches and sold the same to John Palmer at and for the sum of ten dollars and one cent per acre amounting in the whole to the sum of two thousand one hundred and sixteen dollars and seventy three cents

Your trustees then offered for sale a part of a tract of land called Upper Heathworth containing by a survey also made under their direction, thirty six acres three roods and twenty nine perches and sold the same to John Palmer at and for the sum of ten dollars and one cent per acre, making in the whole the sum of three hundred and sixty nine dollars and sixty eight cents

They then offered the woodlot of ten acres near the old Poor House but received no bid therefor. Your trustees subsequently sold the said woodlot to Joseph W W Watson at private sale at and for the sum of ten dollars per acre - amounting in the whole to the sum of one hundred dollars.

Your trustees previous to the said sale caused that part of the tract of land called Chesterfield which the late Richard Earle purchased of Joseph H Nicholson and Joshua Kennard, and lying near the town of Centreville, to be surveyed by the county surveyor and laid off into convenient lots or parcels as appears by the plat thereof accompanying this report, and at the said sale sold the said parcels as follows.

Lot No 1 containing one acre three roods and twenty three perches they sold to Aaron M. Arlette at and for the sum of two hundred and eighty seven dollars and eighty five cents

Lot No 2 containing four acres they sold to Colin R Jackson at and for the sum of five hundred and twelve dollars.

Lot No 3 containing also four acres of land they sold to Samuel E. Dyott, at and for the sum of ~~four hundred~~

~~and twenty five dollars~~ - five hundred and forty four dollars

Lot No 4 containing two acres they sold to Madison Brown for the sum of three hundred and eighteen dollars.

Lot No 5 containing two acres they sold to John McRobinson for two hundred and two dollars

Lot No 6 containing five acres two rods and twenty two perches they sold to William Price for five hundred and fifty six dollars and seventy five cents.

Lot No 7. containing two acres two rods and twenty seven perches, they sold to William T Parrott for one hundred and thirty three dollars and forty three cents.

Lot No 8 containing two acres, they sold to William McKinney for one hundred and fifty two dollars

Lot No 9 containing two acres they sold to William T Parrott for one hundred and ten dollars.

Lot No 10 containing two acres they sold to John McRobinson for one hundred and eighty dollars

Lot No 11 containing three acres and twenty three perches they sold to Lloyd Pilgrman for three hundred and twenty five ~~twenty~~ dollars and twenty seven cents.

Lot No 12 containing three acres and twenty nine perches they sold to Alexander S Godwin for one hundred and fourteen dollars and fifty two cents.

Lot No 13 containing four acres one rood and seventeen perches they sold to Doctor J. A. Holton for two hundred and sixty five dollars and seventy three cents and your trustees received the whole of said purchase money from him in cash.

Lot No 14 containing five acres one rood and seven perches they sold to John W Widner for the sum of two hundred and three dollars and eighty cents

Lot No 15 containing five acres one rood and twenty three

perches they sold to Josephine W. Wellston for two hundred and seventy five dollars and seven cents.
Lot No 16 containing six acres one rood and eleven perches they sold to John Reese for one hundred and sixty one dollars and twelve cents, and
Lot No 17 containing fifteen acres one rood and three perches they sold to Alexander Fodrum for six hundred and twenty nine dollars and five cents.

And your trustees further report that the whole sales made by them amount to the sum of ten thousand seven hundred and sixty two dollars.

of which they have in accordance with the decree received from the aforesaid purchasers one fifth in cash (except in the case of the sale to Doctor J.A. Holton from whom they have received the whole amount for the lot purchased by him) and have taken the bonds of the said purchasers with sureties satisfactory to your trustees for the residue payable in one two and three years from the day of sale with interest from date the first day of January eighteen hundred and sixty one when possession will be given of the property sold to the respective purchasers hereof. All of which is respectfully submitted.

Test
Robt Baynard

James T. Earle
R. T. Earle
Sam'l J. Earle
George Earle
John C. Earle

Queen Anns County to wit: On this ~~twenty~~ third day of July eighteen hundred and sixty one before the subscriber a justice of the peace in and for said county personally appeared the above named James T. Earle R. T. Earle Sam'l J. Earle George Earle & John C. Earle and made oath in due form of law that the matters and things stated in the foregoing report are true and that the sales therein reported were fairly made. Sworn before Robt Baynard J.P.

Entered on WM

LIBER 20 PAGE 644

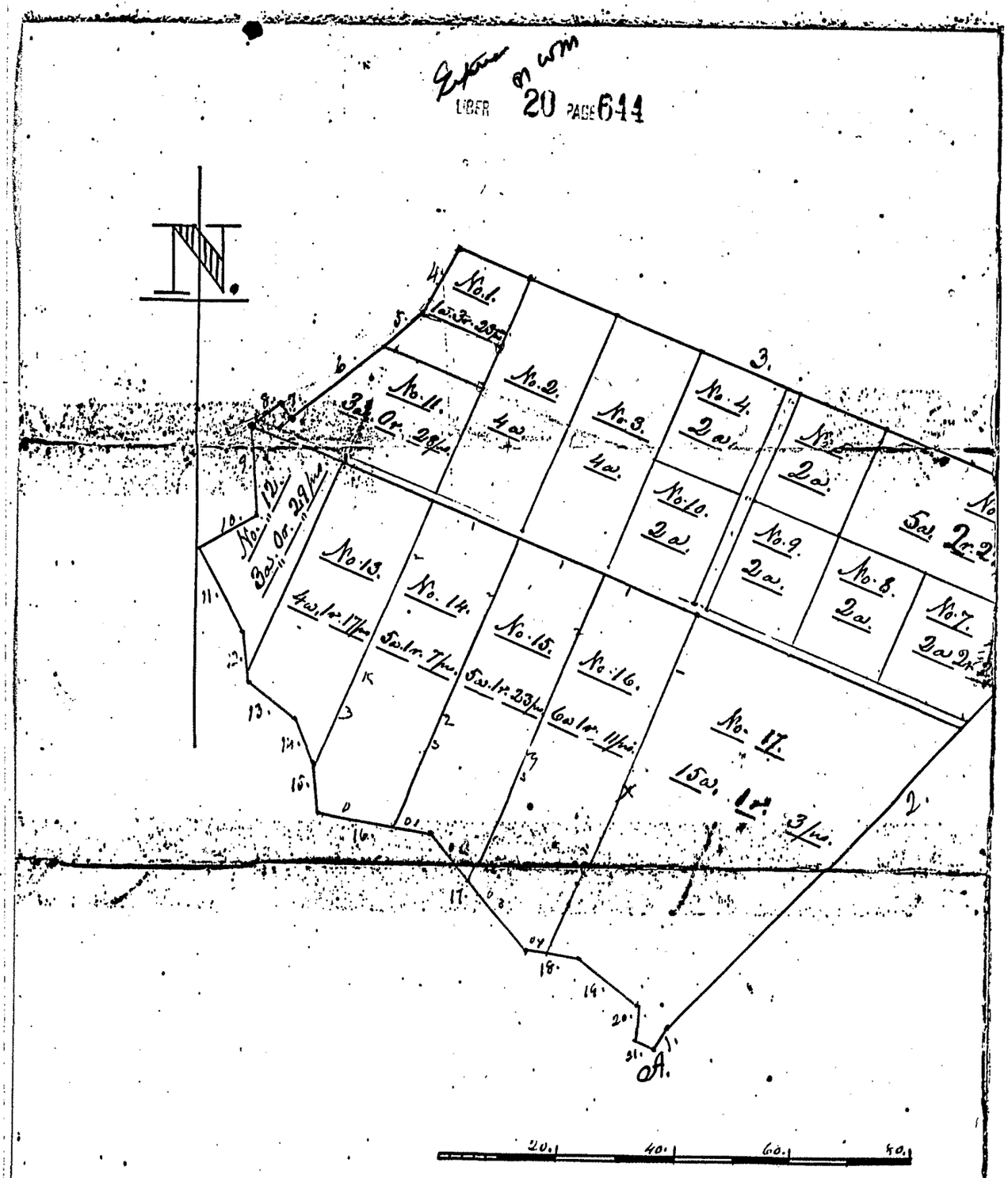

Table of Courses.

S.	Bearings.	Distances.
1.	N. 35°. E.	5 pos.
2.	N. 46° 45' E.	114 "
3.	N. 65°. W.	127 "
4.	S. 34°. W.	12 "
5.	S. 50° 30' W.	10 "
6.	S. 53°. W.	19 "
7.	N. 37°. W.	2 9/20
8.	S. 53°. W.	6 7/20
9.	S. 1° 30' E.	15 1/2
10.	S. 64°. W.	11 1/2 "
11	S. 27°. E.	16 "
12.	S. 7°. E.	8 "
13	S. 50°. E.	10 "
14	S. 23°. E.	8 "
15.	S. 4°. E.	10 "
16.	S. 77°. E.	20 "
17.	S. 39°. E.	26 "
18.	S. 79°. E.	9 "
19.	S. 51°. E.	13 "
20.	S. 9°. W.	6 "
21.	S. 61° 30' E.	4 "
	72 Ac, 2 r. 28 pos.	

6. pos.

See certificate for courses and distances of separate Lots.

James W. Thompson.
Surv. of P. & Co.
August 15th. 1860.

LIBER 20 PAGE 646

No ~~63~~ Cky

Earle

& Al

Sandson

Plat

James J Earle and others
vs
Mary J Davidson and others

In the Circuit Court for Queen Anne County
July Term 1861

Ordered this 5th day of August in the year eighteen hundred and sixty one that the sales made and reported by James J Earle and others trustees in this cause be ratified and confirmed unless cause to the contrary thereof be shown on or before the 5th day of October, eighteen hundred and sixty one provided a copy of this order be shall be inserted once in each of three successive weeks before the 20th day of September next in some newspaper published in the town of Centreville in Queen Anne's County.

The report states the amount of sales to be $10562.00

Madison Brown Clerk
of the Circuit Court for Queen Anne's County

Conditional order of
ratification of Sale

Filed August 5th 1861.

James T Earle et al } In the Circuit Court
Mary J Davidson et al } for Queen Anne's County

The petition of James T Earle Richd T Earle Samuel T Earle George Earle & John C Earle respectfully represents that as trustees under the decree in the above entitled cause they have received as proceeds of the sales of real estate made by them a considerable sum of money, and that they expect shortly to be in the receipt of several other sums of money on the same account.

They pray your honor to frame an order directing the investment of these, and all other moneys which they may receive under the proceedings in this cause, in such manner as to your honor may seem best calculated to promote & secure the interests of their cestui que trusts.

Lloyd N Rheinstein
Solicitor for petitioners.

In the Circuit Court for Queen Anne's County
Ordered this 6th day of August 1881 that James T Earle Richard T Earle Samuel T Earle George Earle and John C Earle trustees named in the foregoing petition be and they are hereby required to invest all the money which they have received or may hereafter receive as trustees for Mary J Davidson and her children in private bonds amply secured by mortgages on real estate in Queen Anne's County and that they cause to be inserted in each and every mortgage to be taken by them covenants for the payment of interest semi-annually and for the payment also of all taxes and public dues

of whatever nature or kind levied or assessed or to be levied or assessed under existing or future laws on the annual sums of money secured by such mortgages respectively.

Richd K. Carmichael

Carlo
to
Davidson

Petition of trustees, and order of Court directing the investment of the money received &c.

Filed August 6, 1861

James T. Earle & others Trustees &c. } In the Circuit Court for
vs } Queen Anne's County —
Mary T. Davidson & others } In Chancery —

To the Honorable R. B. Carmichael Judge of the Circuit Court for Queen Anne's County —

The petition of Madison Brown to Your Honor respectfully shows that he became the purchaser at the sale made by the Trustees in this Cause of a lot of land part of Chesterfield No 4. Containing two acres at the price of $15 9.00 per acre and made the Cash payment to the Trustees therefor as required by the Decree and gave his obligation with security for the payment of the residue, all of which will appear by the Trustees report in this Cause — that he has since sold said lot to John B. Brown who has paid your petitioner the Cash payment aforesaid and has agreed to pay the residue and interest thereon to the Trustees as fast as it becomes payable, said payments to be evidenced by the receipts of the Trustees or their attorney to the said John B. Brown — Your petitioner therefore prays Your Honor at the proper time to pass an order directing the Conveyance of said lot of land to be made to the said John B. Brown instead of to your petitioner and as in duty bound &c. Madison Brown petitioner

Earle & others, Trustees
vs
M. T. Lauderdale & others

Petition fill. Brown
that Lot No 4 part of
Chesterfield be conveyed
to John B. Brown

Filed August 13th 1861

ORDER OF COURT.

Jas. T. Earle and others vs. Mary T. Davidson and others. } In the Circuit for Queen Ann's Co.

JULY TERM 1861.

ORDERED this 5th day of August in the year eighteen hundred and sixty one that the sales made and reported by James T. Earle and others, Trustees, in this cause, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 5th day of October eighteen hundred and sixty-one; provided a copy of this order shall be inserted once in each of three successive weeks before the 20th day of September next in some newspaper published in the town of Centreville in Queen Ann's County.

The Report states the amount of sales to be $10,562.00. MADISON BROWN,
Clerk of the Circuit Court for Q. A. County.

True Copy Test:
MADISON BROWN, Clerk.

Aug. 6, 1861—4t.

Centreville July 11 1862

This is to certify that the annexed Order was published once in each of three successive weeks after the 20th of September last in the Centreville State Rights News Paper —

Cost of advertisement — $2.50

Thos. J. Keating
Ed & Prop.

Earle
@
Davis

Cert of publication
of order nisi

Filed February 11.
1862,

In the Circuit Court for Queen Anne's County sitting in Equity. January Term 1862

Ordered this 11th February 1862 that the sales heretofore reported to this court by James T Earle and others trustees to sell the real estate of Mary J Davidson and her children be and the same are hereby ratified and confirmed, no cause to the contrary thereof having been shown, although notice appears to have been given as directed by an order of this court passed on the 5th of August 1861.

Richd Wm Carmichael

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Earle et al

@

Davidson

Final order of ratification of Trustees Report of Sales

Filed February 11. 1862