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T. HOWARD DUCKETT, ET AL TRUSTEES	:	IN THE CIRCUIT COURT
	:	FOR
Plaintiff	:	ST. MARY'S COUNTY,
	:	MARYLAND
vs.	:	IN EQUITY
	:	NO. A-576
THE LEXINGTON PARK COMPANY, A MARYLAND CORPORATION	:	
Defendant	:	

PROCEEDING TO FORECLOSE DEED OF TRUST FROM THE LEXINGTON PARK CO., A MARYLAND CORPORATION, DATED SEPTEMBER 18, 1947, RECORDED IN LIBER CBG 14, AT FOLIO 181, ONE OF THE LAND RECORDS OF ST. MARY'S COUNTY, MARYLAND

(Filed November 8, 1954)

To the Clerk of Court:

Please docket the above-entitled suit, prepare a certified copy of the deed of trust, file in the proceedings, and enter the appearance of Loker and Wigginton as attorneys for the trustees.

/S/ LOKER & WIGGINTON
Attorneys

Loker and Wigginton
Attorneys at Law
Leonardtown, Maryland

TRUSTEES' SALE OF VALUABLE IMPROVED REAL ESTATE IN PATUXENT PARK, MARYLAND

Under and by virtue of the power of sale contained in a certain deed of trust from The Lexington Park Co., a Maryland Corporation, dated September 18, 1947, and duly recorded in Liber CBG 14, at Folio 181, one of the land records of St. Mary's County, Maryland, default having occurred in the covenants of said deed of trust and at the request of the holder of the note secured thereby, the undersigned trustees will offer for sale at public auction in front of the premises on December 3, 1954, at 1:00 o'clock P.M. the property described in said deed of trust as being Lot numbered One (1) in block lettered "S" in the subdivision known as "Patuxent Park, Section L" in the Eighth Election District of St. Mary's County, State of Maryland, as per plats of said subdivision duly recorded among the Land Records of St. Mary's County in Plat Book CBG numbered 17, Plat 409, and rerecorded in Plat Book CBG numbered 18, Plat 245, one of the Land Records of said County, together with the improvements and all of the estate, right, title, interest, or claim, either at law or in equity, of the said The Lexington Park Co., or its successors in title in and to said land and premises.

Subject to covenants and restrictions of record.

This property is improved by a modern two-story, one family frame detached dwelling containing six (6) room and bath, frame asbestos shingly siding, central hear, and is known as premises 510 Saratoga Drive, Patuxent Park, Maryland.

TERMS OF SALE

All cash upon ratification of the sale by the Court. A deposit of Five Hundred ($500.00) Dollars will be required at the time of sale. State and County taxes, and Town taxes and assessments, if any are to be adjusted to the date of sale. Conveyancing, recording, notary fees, State and Federal stamp taxes to be at the cost of the purchaser. The terms of the sale are to be complied with within five (5) days after the final ratification of the sale by the Court; otherwise the property will be resold at the risk and cost of the defaulting purchaser.

T. HOWARD DUCKETT AND
JAMES W. GILL, TRUSTEES

Loker and Wigginton
Attorneys for the Trustees
Leonardtown, Maryland

DEED OF TRUST NOTE
(Filed November 8, 1954)

$8100.00

Hyattsville, Maryland
September 18, 1947

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

Prince Georges Bank and Trust Company, Hyattsville, Maryland

or order, the principal sum of Eighty-One Hundred and no/100 Dollars ($8100.00), with interest from date at the rate of four per dentum (4%) per annum on the unpaid balance until paid, said principal and interest being payable at the office of

Prince Georges Bank and Trust Company,
in Hyattsville, Maryland

or at such other place as the holder hereof may designate in writing, in monthly installments of Forty-two and 77/100 Dollars ($42.77), commencing on the first day of November, 1947, and on the first day of each month thereafter until the principal and interest are fully paid except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 1972.

If default be made in the payment of any installment under this note, and if such default is not made

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

Presentment, protest and notice are hereby waived.

Without recourse pay to the order of
Dollar Savings Bank of the City of
New York, New York
FEDERAL NATIONAL MORTGAGE ASSOCIATION
BY /S/ C. L. MC MURTUS
Agent

THE LEXINGTON PARK CO.

By: /S/ WILLIAM GOLDMAN
William Goldman, President

Attest: /S/ SAMUEL DONIS
Samuel P. Donis, Secretary

THIS IS TO CERTIFY that this is the note described in, and secured by, a Deed of Trust of even date herewith and in the same principal amount as herein stated to T. Howard Duckett and James W. Gill, Trustees, on real estate located in St. Mary's County, State of Maryland, and known as: Lot numbered One in Block lettered "S","Patuxent Park, Section 1", as per plats of said subdivision recorded among the Land Records of St. Mary s County, in Plat Book CBG 17, Plat 409, and rerecorded in Plat Book CBG 18, Plat 245.

Dated this 18 day of September, 1947.

/S/ V. EUGENIA THOMAS
NOTARY PUBLIC

December 10, 1947

It is mutually agreed between the Borrower and the Lender that the first payment un this note shall become due and payable on January 1, 1948, instead of on November 1, 1947, and the last payment shall become due and payable on December 1, 1972, nothing herein to affect the other conditions of this note or the Deed of Trust securing the same.

Attest:

/S/ DAVID L. GRAFF
Secretary

THE LEXINGTON PARK COMPANY

By /S/ WILLIAM GOLDMAN
President

Attest:

/S/ (?)

PRINCE GEORGES BANK & TRUST CO.

By /S/ WILLIAM BORIE
Vice-President

Loan actually disbursed 12/11/47 and interest charged from that date.

Payment Number	Due Date	Payments Made Interest	Payments Made Principal	Unpaid Principal Balance
1	1-1-48	$18.00	$15.77	$8,084.23
2	2-1-48	26.95	15.82	8,068.41

DEED OF TRUST
(Filed November 8, 1954)

THIS DEED, made this 18th day of September, 1947, by and between THE LEXINGTON PARK COL, a Maryland Corporation Party of the first part, and T. Howard Duckett and James W. Gill, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the part is just indebted unto Prince Georges Bank and Trust Company, Hyattsville, Maryland, a corporation organized and existing under the laws of the State of Maryland, in the principal sum of Eighty-One Hundred and no/100 Dollars ($8100.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Forty*two and 77/100 Dollars ($42.77), commencing on the first day of November, 1947, and on the first day of each month thereafter until the principal and interest are fully paid except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 1972.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or theproperty hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the united States of America, to THE LEXINGTON PARKCO., A Maryland corporation in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trusteek it successors and assigns, the following described land and premises,situate, in the county of St. Mary's and State of Maryland, known and distinguished as Lot numbered One (1) in Block lettered "S", in the subdivision known as "Patuxent Park, Section 1", in the Eighth Election District of St. Mary's County, State of Maryland, as per plats of said subdivision duly recorded among the Land Records of St. Mary's County in Plat Book CBG numbered 17, Plat 409, and recorded in Plat Book CBG numbered 18, Plat 245, one of the Land Records of said County.

SUBJECT to building restriction lines and easements as shown on the recorded plats of said subdivision and to covenants and restrictions as imposed by The Lexington Park Co., dated May 2, 1946, and recorded October 31, 1946, among the Land Records of St. Mary's County, State of Maryland.

INCLUDING gas range, domestic hot water,heater, electric fixtures, shades and screens now installed or used in the premises aforesaid, it being the intention of the parties hereto, their heirs, successors or assigns, that all such equipment and fixtures, as aforesaid, shall become permanently annexed to said premises and a part of the real estate aforesaid and security for the payment of the indebtedness hereinbefore referred to.

together with all the inprovements in anywise appertaining, and all the estate, right, title, interest, and claim, deither at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premise.

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

IN AND UPON THE TRUST, NEVERTHELESS, hereinafte declared; that is to say: IN TRUST to permit said

party of the first part, or assigns, to use and occupy the said described land and premises, and the rents issues, and profits ther of, to take, have, and apply to and for its sole use and benefit, until default be made in teh payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of saidnote and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commission, and expenses at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at its cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therin provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessment, mortgage insurance, fire and other hazard insurance, all ashereinafter provided, or upon any default in payment on demand of any monty advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insrance, or expense of litigation, with interest thereon at four and one-half per centum (4½%) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglict faithfully and fully to keep and perform any of the other conditions or covenatns herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder ther of: and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, its successors or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns, OF possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

And the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whoe, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however, That written notice of an intention to exercise such privilege is given at least thrity (30) days prior to prepayment; and PROVIDED FURTHER, That in the event this debt is paid in full prior to maturity and at that time it is insured under the privisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note accured hereby, he will pay to the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(a) If this Deed of Trust and the said note secured hereby are insured under the privisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1½) of the annual mortgage insurance premium for the purpose of putting the holder of the note in funds with which to discharge its obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulations thereunder. Theholder of thenote shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the party of the first part all payments made under the provisions of this subsection which the holder of thenote has not become obligated to pay to the Federal Housing Commissioner.

(b) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of thenote to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commisioner
(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the note secured hereby; and
(IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (b) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes, or assessments or insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the sameshall become due and payable, then the party of the first part shall pay to theholder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If a t any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part all payments made under the provisions of (a) of paragraph 2 hereof, which the holder of said note has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires theproperty otherwise after default, the holder of the note shall apply, at the time of the commencement of such proceedings, or at the tme the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and groundrents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by the party

of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

5. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste hereof, reasonable wear and tear excepted.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies, including war damages, in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premiums on such insurance, provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby accured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extenguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance plicies then in force shall pas to the purchaser or grantee.

7. The party of the first part further agrees that should this Deed of Trust and thenote secured hereby not be eligible for insurance under the National Housing Act within six (6) months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, as herein provided, andnot sold, the Trustee or Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

9. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and theuse of any gender shall be applicable to all genders.

WITNESS the corporate seal of the said corporation and the signature of William Goldman, its President, attested by Samuel P. Donis, its secretary, on the day and year first hereinabove written.

Attest: THE LEXINGTON PARK CO.

/S/ SAMUEL P. DONIS
Samuel P. Donis

By: /S/ WILLIAM GOLDMAN, (SEAL)
WILLIAM GOLDMAN, President

DISTRICT OF COLUMBIA, SS:

I HEREBY CERTIFY, That on this 18 day of September, 1947 before me the ~~XXXX~~ subscriber, a Notary Public, in and for the District of Columbia aforesaid, personally appeared William Goldman, President of The Lexingtob Park Co., grantor in the foregoing and annexed deed and he acknowledged the foregoing deed to be the act and deed of the said The Lexington Park Co.

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

My Commission Expires October 22, 1950.

/S/ V. EUNGENIA THOMAS
V. Eugenia Thomas Notary Public

BOND
(Filed December 2, 1954)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

KNOW ALL MEN BY THESE PRESENTS, That we. T. Howard Ducket and James W. Gill, Trustees, and Hartford Accident & Indemnity Co., Hartford, Conn., a boyd corporate, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Thousand Dollars ($8,000.00) to be paid to the State of Maryland or its certain attorney or assigns, to the payment thereof we bond 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 ~~XXXX~~ Seals and dated this 2nd day of December, 1954.

WHEREAS, by deed of trust dated September 18, 1947, and recorded in Liber CBG 14 at Folio 181, of the Land Records of St. Mary's County, Maryland, The Lexington Park Col, a Maryland corporation, did grant, bargain, sell and assign and transfer unto T. Howard Duckett and James W. Gill, Trustees as therein named, their heirs, executors, administrators and assigns, all of the property therein described and referred to in said Deed of Trust for the uses and purposes therein named, mentioned and declared.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the above bound T. Howard Duckett and James W. Gill do and shall well and faithfully perform the trust reposed in them in and by the above deed of trust mentioned and declared; and also, do and shall well and faithfully perform the trust reposed in them in and by the above deed of trust mentioned and declared; and also, do and shall well and faithfully perform the trust ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ reposed in them by said deed and observe the provisions of the Maryland Code of Public General Laws, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS their hands and seals.

/S/ T. HOWARD DUCKETT (SEAL)
T. Howard Duckett, Trustee

/S/ GENEVIEVE D. HUIESS
Genevieve D. Huiess

/S/ JAMES W. GILL (SEAL)
James W. Gill, Trustee

Surety: /S/ HARTFORD ACCIDENT & INS. CO.

/S/ EDITH G. MATTINGLY

By: /S/ FRANK A COMBS
ATTORNEY IN FACT

IN EQUITY NO.A-576

REPORT OF SALE
(Filed December 11, 1954)

To the Honorable, the Judges of said Court:

The Report of Sale of T, Howard Duckett and James W. Gill, Trustees, under a certain deed of trust from The Lexington Park, Company, a Maryland corporation, dated September, 18, 1947, and recorded among the Land Records of St. Mary s County, Maryland in Liber CBG 14 at folio 181, respectfully shows:

That default havint occurred in the payment of the debt secured by said conveyance, and at the request of the party thereby secured, after having given bond with security forthe faithful performance of trust, and after having complied with all of the other prerequisites as prescribed by law and said conveyance, and after having given notice of the manner, time, place and terms of sale by advertisement in the St. Mary's Enterprise", a weekly newspaper published in said county for at least three successive weeks before the date of sale, James W. Gill, one of the Trustees herein named, pursuant to such notice, attended on the premises on Friday, December 3, 1954, at 1:00 o'clock P.M., and then and there offered for sale to the highgest bidder and sold the said property to The Dollar Savings Bank of the City of New York for the sum of Four Thousand Six Hundred and oo/100 Dollars ($4,600.00).

The terms of sale as given in said advertisement were all case upon ratification of the sale by the Court. A deposit of Five Hundred and 00/100 Dollars ($500.00) was required at the time of sale and State and County taxes, town taxes, and assessments, if any, are to be adjusted to thedate of sale. Conveyancng, recording, notary fees, State and Federal stamps to be at the cost of the purchaser. The terms ofsale are to be complied with within five (5) days after the final ratification of the sale by the Court; otherwise, the property will be resold at the risk and cost of the defaulting purchaser.

Respectfully submitted,

/S/ T. HOWARD DUCKETT
T. Howard Duckett, Trustee

/S/ JAMES W. GILL
James W. Gill, Trustee

DISTRICT OF COLUBMIA, SS:

I HEREBY CERTIFY that on this 8th day of December, 1954, before me, the subscriber, a Notary Public, in and for the District aforesaid, personally appeared T. Howard Duckett and James W. Gill, Trustees named in the aforegoing Report of Sale, and made oath in due form of law that the matters and things stated in the said Report of Sale are true as therein stated to the best of their knowledge and belief, and that said sale was fairly made.

WITNESS my hand and Notarial Seal.

/S/ V. EUGENIA THOMAS
Notary Public, D.C

(S E A L)

My Commission Expires Oct. 14, 1955

ORDER NISI
(Filed December 13, 1954)

Ordered, that the sale of the property mentioned in these proceedings, made to Dollar Savings Bank of the City of New York, and reported by T. Howard Duckett and James W. Gill, Trustees, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 18th day of January, 1955; provided a copy of this Order be inserted in some weekly newspaper, printed in St. Mary s County, Maryland, once in each of three successive weeks before the 13th day of January, 1955.

The report states the amount of sale to be $4,600.00.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell
Clerk of Circuit Court for
St. Mary's County,
Maryland

CERTIFICATE OF PUBLICATION
(Filed December 14, 1954)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.

This is to certify that the appended Trustees Sale has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks, prior to the 3rd day of December, 1954 and that the first publication appeared in the issue of November 11, 1954.

SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. DOYLE.

CERTIFICATE OF PUBLICATION
(Filed January 19, 1955)

IN THE CIRCUIT COURT,FOR ST. MARY'S COUNTY, MARYLAND.

This is to certify that the appended Order Nisi has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for three successive weeks, prior to the 18th day of January, 1955 and that the first publication appeared in the issue of December 16, 1954.

SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. DOYLE

ORDER OF FINAL RATIFICATION
(Filed January 19, 1955)

Ordered this 19th day of January, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale made by T. Howard Duckett and James W. Gill, trustees, of the property heretofore mentioned and described in these proceedings, which said sale has heretofore been reported, be, and the same is hereby finally fatified and confirmed, no cause to the contrary having been shown, altho due notice appears to have been given by publication of Order Nisi as shown by the Certificate of Publication fo said Order Nisi filed in this cause; and this cause is hereby referred to the Auditor of this Court for statement of his account.

/S/ J. DUDLEY DIGGES
JUDGE

IN EQUITY NO. A-576

DEED OF TRUST NOTE
(Filed February 4, 1955)
(See Page 1)

CERTIFICATE
(Filed February 4, 1955)

February 1, 1955

Re: 510 Saratoga Drive, Patuxent, Maryland
The Lexington Park, Company

TO WHOM IT MAY CONCERN:

This is to certify, that the undersigned, Dollar Savings Bank of the City of New York, is the owner of the promisory note dated the 18th day of September, 1947, in original principal amount of $8,100.00 bearing interest at the rate of 4% per annum, payable to the order of Prince Georges Bank and Trust Company, Hyattsville, Maryland and executed by The Lexington Park Co., such note having been endorsed and delivered to the Dollar Savings Bank of the City of New York as holder in due course, the Dollar Savings Bank of the City of New York as holder in due course, the payment of such note being secured by Deed of Trust dated the 18th day of September, 1947, by which The Lexington Park Co. comveyed property identified as follows:

> Lot numbered One in Block lettered "S", "Patuxent Park, Section 1", as per plats of said subdivision recorded among the Land Records of St. Mary's County, in Plat Book CBG 17, Plat 409, and rerecorded in Plat Book CBG 18, Plat 245,

to T. Howard Duckett and James W. Gill, Trustees.

It is furthercertified that the remaining unpaid principal balance of saidnote is as of the date of this certification the sum of $6,598.15, together with interest thereon at the rate of 4% per annum, as follows:

				D.E.	INT.
$6,656.89	4%	8/1/54 to 12/3/54	(122 days)	.7397	90.24
6,656.89	4%	12/3/54 to 1/24/55	(51 days)	.7397	37.72
6,598.15	4%	1/24/55 to date of payment		.7331	

DOLLAR SAVINGS BANK OF THE CITY OF
NEW YORK

By: /S/ THOMAS W. CHUMP
Treasurer

BILL
(Filed February 21, 1955)

THE ENTERPRISE

Washington Street
Leonardtown, Maryland
Greenwood 5-2131

330 Great Mills Road
Lexington Park, Maryland
Great Mills 2-1011

T. Howard Duckett &
James W. Gill, Trustees
c/o Loker & Wigginton
Leonardtown, Md.

Amount $67.50

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
12/10/54				
	Trustees Sale 11/11/54 thru 12/2/54	47.50		
	Order Nisi re: Ratification of Sale	10.00		
	Order Nisi re: Auditor's Report	10.00		67.50

Liber CBG 13
Folio 547

AUDITOR'S REPORT
(Filed February 21, 1955)

T. Howard Duckett and James W. Gill, Trustees

In account with the proceeds from the sale of the real estate sold by them under the terms of theDeed of Trust filed herein.

1954		
December 3, to proceeds of sale as per report	$4,600.00	
BY COSTS AND EXPENSES AS FOLLOWS:		
C. B. Greenwell, Clerk, his fees		$ 19.75
T. Howard Duckett and James W. Gill, Trustees Commission on sale (1% of $4,600.00)		46.00
William Aleck Loker, Attorney for Trustees, fee for services, per agreement		150.00
John R. Drury, & Son, premium on Trustees' Bond		50.00
The Enterprise, Inc., publication of Notice of Sale ($47.50) and two Orders Nisi @ $10.00 = $20.00		67.50
J. Gerald Abell, Auctioneer's fee, use of Loker & Wigginton		15.00
W. M. Loker, Jr., Auditor, his fee		18.00
TOTALS	$4,600.00	$ 366.25
Amount to balance		4,233.75

IN EQUITY NO. A-576

AUDITOR'S REPORT CONT.

	$4,600.00	$4,600.00
Balance distributable as above	$4,233.00	
Distribution:		
By amount to partially satisfy debt due Dollar Savings Bank, assignee, secured by Deed of Trust filed herein		$4,233.75
	$4,233.75	$4,233.75
Deficiency due Dollar Savings Bank, Assignee, as aforesaid		$2,381.26

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR AUDITOR, begs leave to report that in the above-entitled cuase, after charging the trustees with the proceeds of the sale of the property sold by them in the above-entitled cause, he has allowed costs and expenses as per vouchers filed therein. He then distributed the balance to T. Howard Duckett and James W. Gill, Trustees, for the Dollar Savings Bank, to partially satisfy its Deed of Trust as per statement of debt filed in the said cause. He then allowed as a deficiency to the said Dollar Savings Bank the balance of said debt remaining after partially satisfying the same.

Respectfully submitted,

/S/ W. M. LOKERN JR., AUDITOR

ORDER NISI
(Filed February 25, 1955)

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 25th day of February, 1955, that the report of the Auditor made, stated and filed in the above entitled cause be ratified and confirmed unless cause to the contrary be shown on or before the 28th day of March, 1955, provided a copy of this Order be published once a week for three successive weeks in some newspaper published in St. Mary's County, Maryland, prior to the 28th day of March, 1955.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell
Clerk of Circuit Court for
St. Mary's County, Maryland

CERTIFICATE OF PUBLICATION
(Filed March 31, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND
This is to certify that the appended Order Nisi has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for three successive weeks, prior to the 28th day of March, 1955, and that the first publication appeared in the issue of March 3, 1955.
SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. DOYLE

FINAL RATIFICATION OF AUDIT
(Filed March 31, 1955)

Ordered this 30th day of March, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the report of the Auditor, stated and filed in these proceedings be finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given, by publication of an Order Nisi as shown by the Certificate of Publication of said Order Nisi hereto attached and herewith filed.

/S/ J. DUDLEY DIGGES
JUDGE

T. HOWARD DUCKETT, ET AL TRUSTEES	*	IN THE CIRCUIT COURT
	*	FOR
Plaintiff	*	ST. MARY'S COUNTY,
vs.	*	MARYLAND
	*	
THE LEXINGTON PARK COMPANY, A MARYLAND CORPORATION	*	IN EQUITY NO.A-575
Defendant	*	

PROCEEDING TO FORECLOSE DEED OF TRUST FROM THE LEXINGTON PARK COL, A MARYLAND CORPORATION, DATED SEPTEMBER 18, 1947, RECORDED IN LIBERCCBG 14, AT FOLIO 177, ONE OF THE LAND RECORDS OF ST. MARY'S COUNTY, MARYLAND

(Filed November 8, 1954)

To the Clerk of Court:

Please docket the above-entitled suit, prepare a certified copy of the deed of trust, file in the proceedings, and enter the appearance of Loker and Wigginton as attorneys for the Trustees.

/S/ LOKER & WIGGINTON
Attorneys

Loker and Wigginton
Attorneys at Law
Leonardtown, Maryland

TRUSTEES' SALE OF VALUABLE IMPROVED REAL ESTATE
IN PATUXENT PARK, MARYLAND

(

Under and by virtue of the power of sale contained in a certain deed of trustfrom The Lexington Park Co., a Maryland Corporation, dated September 18, 1947, and duly recorded in Liber CBG 14, at Folio 177, one of the land records of St. Mary's County, Maryland default having occurred in the covenants of said deed of trust and at the request of theholder of the note secured thereby, the undersigned trustees will offer for sale at public auction infront of the premises on December 3, 1954, at 1:20 o'clock P.M. the property described in said deed of trust as being Lot numbered Three (3) in Block lettered "S" in the subdivision known as "Patuxent Park, Section 1" in the Eighth Election District of St. Mary's County, State of Maryland, as per plats of said subdivision duly recorded among the Land Records of St. Mary'sCounty, in Plat Book CBG numbered 17, Plat 409, and rerecorded in Plat Book CBG numbered 18, Plat 245, one of the Land Records of said County, together with the improvements and all of the estate, right, title, interest, and claim, either at law or in equity, of the said The Lexington Park Col, or its successors in titlein and to said land and premises.

Subject to covenants and restrictions of record.

This property is improved by a modern two-story, one family frame detached dwelling containing six (6) rooms, and bath, frame asbestos shingle siding, central hear, and is known as premises 504 Essex Drive, Patuxent,Maryland.

TERMS OF SALE

All case upon ratification of the sale by the Court. A deposit of Five Hundred ($500.00) Dollars will be required at the time of sale. State and County taxes, and Town taxes and assessments, if any are to be adjusted to the date of sale. Conveyancing, recording, notary fees, State and Federal stamp taxes to be at the cost of the purchaser. The terms of the sale are to be complied with within five (5) days after the final ratification of the sale by the Court; otherwise the property will be resold at the risk and cost of the defaulting purchaser.

T. HOWARD DUCKETT AND
JAMES W. GILL, Trustees

Loker and Wigginton
Attorneys at Law for the Trustees
Leonardtown, Maryland

DEED OF TRUST NOTE
(Filed November 8, 1954)

Hyattsville, Maryland
September 18, 1947

$8100.00

For VALUE RECEIVED, the undersigned promise(s) to pay to

Prince Georges Bank and Trust Company, Hyattsville, Maryland

or order, the principal sum of Eight-One Hundred and no/100 Dollars ($8100.00), with interest fromdate at the rate of four per centum (4%) per annum on the unpaid balance until paid, said principal and interest being payable at the office of

Prince Georges Bank and Trust Company, in Hyattsville, Maryland

or at such other place as the holder hereof may designate in writing, in monthly installments of Forty-two and 77/100 Dollars ($42.77), commencing on the first day of November, 1947, and on the first day of each month thereafter until the principal and interest are fully paid except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 1972.

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

IN EQUITY NO. A-575

DEED OF TRUST NOTE CONT.

Presentment, protest and notice are hereby waived.
Without recourse pay to the order of Dollar
Savings Bank of the City of New York, New
York
FEDERAL NATIONAL MORTGAGE ASSOCIATION

By /S/ C. H. MCMURTUS
Agent

THE LEXINGTON PARK CO.

By: /S/ WILLIAM GOLDMAN
William Goldman, President

Attest: /S/ SAMUEL P. DONIS.
Samuel P. Donis, Secretary

THIS IS TO CERTIFY that this is thenote described in and secured by, a Deed of Trust of even date herewith and in the same principal amount as herein stated to T. Howard Duckett, and James W. Gill, Trustee(s). on real estate located in St, Mary's ounty, Maryland, and known as:
Lot numbered Three in Block lettered "S", "Patuxent Park, Sectionl", as per plats of said subdivision recorded among the Land Records of St. Mary's County, in Plat Book CBG 17, Plat 409, and rerecorded in Plat Book CBG 18, Plat 245.
Dated this 18 day of September, 1947.

/S/ V. EUGENIA THOMAS
Notary Public

It is mutually agreed between Borrow and the Lender that the first payment under this note shall become due and payable on March 1, 1948, instead of on November 1, 1947, and the last payment shall become due and payable on February 1, 1973, nothing herein to affect the other conditions of this note or theDeed of Trust securing the same.

Attest:

/S/ DAVID H. GRAFF
Assistant Secretary

THE LEXINGTON PARK CO.

BY /S/ WILLIAM GOLDMAN
William Goldman, President

PRINCE GEORGES BANK & TRUST CO.

(?)

By /S/ WILLIAM BOURI
Vice-President

Loan acutally disbursed 2/1/48 and interest charged from that date.

Payment Number	Due Date	Payments Made Interest	Principal	Unpaid Principal Balance
1	3-1-48	$27.00	$15.77	$8,084.23
2	4-1-48	26.95	15.82	8,068.41

DEED OF TRUST
(Filed November 8, 1954)

THIS DEED, made this 18 day of September, 1947, by and between

THE LEXINGTON PARK CO., A Maryland Corporation

party of the first part, and T. Howard Duckett and JamesW. Gill, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto Prince Georges Bank and Trust Company, Hyattsville, Maryland, a corporation organized and esisting under the laws of the State of Maryland, in the principal sum of Eighty-One Hundred and no/100 Dollars ($8100.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Forty-Two and 77/100 Dollars ($42.77), commencing on the first day of November, 1947, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment og principal and interest, if not sooner paid, shall be due and payable on the first day of October, 1972.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, andall costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDECTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America to THE LEXINGTON PARK CO., a Maryland corporation in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises situate in the county of St. Mary's and State of Maryland, known and distinguished as Lot numbered Three (3) in Block lettered "S" in the subdivision known as "Patuxent Park, Section 1" in the Eighth Election District of St. Mary s County, State of Maryland, as per plats of said subdivision duly recorded among the Land Recrods of St. Mary's County in Plat Book CBG numbered 17, Plat 409, and re-recorded in Plat Book CBG numbered 18, Plat 245, one of the Land Records of said County.

SUBJECT to building restriction lines and easements as shown on the recorded plats of said subdivision and to covenants and restrictions as imposed by The Lexington Park Co., dated May 2, 1946 and recorded October 31, 1946 among the Land Records of St. Mary's County, State of Maryland.

INCLUDING gas, range, domestic hot water heater, electric fixtures, shades and screens now installed or used in the premises aforesaid, it being the intention of the parties hereto, their heirs, successors, or assigns, that all such equipment and fixtures, as aforesaid, shall become permanently annexed to said premises and a part of the real estate aforesaid and security for the payment of the indebtedness hereinbefore referred to.

together with all the improvements in anywise appertaining, and all the esyate, right title, interest and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

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

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issued, and profits thereof, to take, have, and apply to and for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND UPON the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at its cost.

AND UPON THIS FURTHER TRUST upon any default being made in the payment of the said note or of any monthly installment of principal and interest as hterein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holer of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at four and one-half per centum (4½%) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or instance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantagious and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purcahse money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales;. Secondly to pay whatever may then remain unpaid of said XXXX note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any therebe, to the party of the first part, its successors or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

And the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and PROVIDED FURTHER, That in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or dedorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(a) If this Deed of Trust and the said note secured hereby are insured under the privisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the holder of the note in funds with which to discharge its obligation to the Federal Housing Commissioner for mortgage insurance premium XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulations thereunder. The holder of the note shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the party of the first part all payments made under the provisions of this subsection which the holder of the note has not become obligated to pay to the Federal Housing Commissioner.

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

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Federal Housing Commissioner;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, CONSTITUTE an event of default under this Deed of Trust. The holder of the note may collect a "late Charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (b) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes, or assessments of insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If however, the monthly payments made by the party of the first part under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments or insurance premiums are due. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereos, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part all payments made under the provisions of (a) of paragraph 2 hereof, which the holder of said note has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the blance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining un-

paid under siad note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by the party of the firstpart, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

5. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonalbe wear and tear excepted.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premiums on such insurance, provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part. and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. The party of the first part further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within six (6) months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note, may, at its option, delcare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (½) of the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

9. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of thenote, or any part of the note, or XX for the enforeement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of the said corporation and the signature of William Goldman, its President, attested by Samuel P. Donis, its Secretary, on the day and year first hereinabove written.

Attest: THE LEXINGTON PARK CO.

/S/ SAMUEL P. DONIS
Samuel P. Donis, Secretary

By /S/ WILLIAM GOLDMAN (SEAL)
William Goldman, President

DISTRICT OF COLUMBIA, SS: to wit:

I HEREBY CERTIFY, That on this 18 day of September, 1947, before me, the sebscriber, a Notary Public in and for the District of Columbia aforesid, personally appeared William Goldman, President of The Lexington Park Co., grantor in the foregoing and annexed deed and he acknowledged the foregoing deed to be the act and deed of the said The Lexington Park Co.

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

/S/ V. EUGENIA THOMAS
V. Eugenia Thomas Notary Public

My Commission Expires October 22, 1950.

BOND
(Filed December 2, 1954)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

KNOW ALL MEN BY THESE PRESENTS, That we, T. Howard Duckett and James W. Gill, Trustees, and Maryland Casualty Company, a body corporate, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Thousand Dollars ($8,000.00), to the paid to the State of Maryland or its certain attorney or assigns, to the payment thereof we bond ourseves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 1st day of December, 1954.

WHEREAS, by deed of trust dated September 8, 1947, and recorded in Liber CBG 14 at Folio 177, of the Land Records of St. Mary's County, Maryland, The Lexington Park Co., a Maryland corporation, did grant, bargain, sell and assign and transfer unto T. Howard Duckett and James W. Gill, Trustees as therin named, their heirs, executors, administrators and assigns, all of the property therein described and referred to in said Deed of Trust for the uses and purposes therein named, mentioned and declared.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the above bound T. Howard Duckett and James W. Gill, do and shall well and faithfully perform the trust reposed in them in and by the above deed of trust mentioned and declared; and also, do and shall well and faithfully perform the trust reposed in them in and by the above deed of trust mentioned and declared; and also, do and shall well and firthfully perform the trust reposed in them by said deed and observe the provisions of the Maryland Code of Public General Laws, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS their hands and seals.

Witenss: /S/ T. HOWARD DUCKETT (SEAL)

/S/ GENEVIEVE D. HUIESS
Genevieve D. Huiess

/S/ JAMES W. GILL (SEAL)

/S/ J. DELANEY, JR.

Surety: COUNTERSIGNED
By: /S/ JOHN R. DRURY
Attorney in fact

IN EQUITY NO. A-575

BILL
(Filed December 2, 1954)

Telephone Greenwood 5-7181

JOHN R. DRURY & SON
Insurance-Real Estate
Leonardtown, Maryland

Notary Public

Date 12/1/54

To T. Howard Duckett & James W. Gill

Date of Policy	No. of policy	Company	Debit	Credit
1954				
Dec. 1	Bond	Maryland Casualty Company	$50.00	

REPORT OF SALE
(Filed December 11, 1954)

To the Honorable, the Judges of said Court:

The Report of Sale of T. Howard Duckett and James W. Gill, Trustees, under a certain deed of trust from The Lexington Park Company, a Maryland corporation, dated September 18, 1947, and recorded among the Land Records of St. Mary s County, Maryland in Liber CBG 14 at folio 177, respectfully shows:

That default having occurred in the payment of the debt secured by said conveyance, and at the request of the party thereby secured, after having given bond with security forthe faithful performance of trust, and after having complied with all of the other prerequisites as prescribed by law and said conveyance, and after having given notice of manner, time, place and terms of sale by advertisement in the "St Mary's Enterprise", a weekly newspaper published in said county for at least three successive weeks before the date of sale, James W. Gill, one of the Trustees herein named, pursuant to such notice, attended on the premises on Friday, December 3, 1954, at 1:20 o'clock P.M. and then and there offered for sale to the highest bidder and sold the said property to The Dollar Savings Bank of the City of New York for the sum of Four Thousand Tree Hundred and 00/100 Dollars ($4,300.00).

The terms of sale as given in said advertisement were all case upon ratification of the sale by the Court. A deposit of Five Hundred and 00/100 Dollars ($500.00) was required at the time ofsale and State and County taxes, town taxes, and assessments, if any, are to be adjusted to the date of sale. Conveyancing, recording, notary fees, State and Federal stamps to be at the cost of the purchaser. Ther terms of sale are to be complied with within five (5) days after the final ratification of the sale by the Court; otherwise, the property will be resold at the risk and cost of the defaulting purchaser.

Respectfully submitted,

/S/ T. HOWARD DUCKETT
T. Howard Duckett, Trustee

/S/ JAMES W. GILL
James W. Gill, Trustee

DISTRICT OF COLUMBIA, SS:

I HEREBY CERTIFY that on this 8th day of December, 1954, before me, the subscriber, a Notary Pulic in and for the District aforesaid, personally appeared T. Howard Duckett and James W. Gill, Trustees, named in the aforegoing Report of Sale, and made oath in due form of law that the matters and things stated in the said Report of Sale are true as therein stated tothe best of their knowledge and belief, and that s said sale was fairly made.

WITNESS my hand and Notarial Seal.

My Commission Expires Oct. 14, 1955

/S/ V. EUGENIA THOMAS
Notary Public

ORDER NISI
(Filed December 13, 1954)

Ordered, that the sale of the property mentioned in these proceedings, made to Dollar Savings Bank of the City of New York, and reported by T. Howard Duckett and James W. Gill, trustees, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 18th day of January, 1955; provided a copy of this Order be inserted in some weekly newspaper, printed in St. Mary's County, Maryland, once in each of thre sucecess weeks before the 13th day of January, 1955.

The report states the amount of sale to be $4,300.00.

/S/ C. BENDICT GREENWELL
C. Benedict Greenwell
Clerk of Circuit Court
for St. Mary's County,
Maryland

CERTIFICATE OF PUBLICATION
(Filed December 14, 1954)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.

This is to certify that the appended Trustees Sale has been publishedin THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks, prior to the 3rd day of December, 1954, and that the first publication appeared in the issue of November 11, 1954.

SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. DOYLE

CERTIFICATE OF PUBLICATION
(Filed January 19, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.

This is to certify that the appended Order Nisi has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for three successive weeks, prior to the 18th day of January, 1955 and that the first publication appeared in the issue of December 16, 1954.

SHERIDAN FAHNESTOCK /S/ PER WILLA L. DOYLE

IN EQUITY NO. A-575

ORDER OF FINAL RATIFICATION
(Filed January 19, 1955)

Ordered this 19th day of January, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale made by T. Howard Duckett and James W. Gill, trustees, of the property heretofore mentioned and described in these proceedings, which said sale has heretofore been reported, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, altho due notice appears to have been given by publication of Order Nisi as shown by the Certificate of Publication of said Order Nisi filed in this cause; and this cause is hereby referred to the Auditor of this Court for statement of his account.

/S/ J. DUDLEY DIGGES
JUDGE

DEED OF TRUST NOTE
(Filed February 4, 1955)
(See Page ~~109~~ 9

CERTIFICATE
(Filed February 4, 1955)

February 4, 1955

Re:
TO WHOM IT MAY CONCERN:

This is to certify, that the undersigned, Dollar Savings Bank of the City of New York, is the owner of a promisory note dated the 18th day of September, 1947, in original principal amount of $8,100.00 bearing interest at the rate of 4% per annum, payable to the order of Prince Georges Bank and Trust Company, Hyattsville, Maryland and executed by The Lexington Park Co., such note having been endorsed and delivered to the Dollar Savings Bank of the City of New York as holder in due course, the payment of such note being secured by Deed of Trust dated the 18th day of September, 1947, by which The Lexington Park Co. conveyed property identified as follows:

Lot numbered Three, in Block lettered "S", "Patuxent Park, Section 1", as per plats of said subdivision recorded among the Land Records of St. Mary's County, in Plat Book CBG 17, Plat 409, and rerecorded in Plat Book CBG 18, Plat 245,

to T. Howard Duckett and James W. Gill, Trustees.

It is further certified that the remaining unpaid principal balance of said note is as of the date of this certification the sum of $6,648.83, together with interest thereon at the rate of 4% per annum, as follows:

				D.E.	INT.
$6,697.84	4%	8/1/54 to 12/3/54	(122 days)	.7442	90.79
6,697.84	4%	12/3/54 to 1/24/55	(51 days)	.7442	37.95
6,648.83	4%	1/24/55 to date of payment		.7388	

DOLLAR SAVINGS BANK OF THE CITY OF
NEW YORK

By: /S/ THOMAS W. CHUMP
Treasurer

AUCTIONEER'S CERTIFICATE
(Filed February 21, 1955)

I Hereby Certify That on December 3, 1954, at 1:20 o'clock P.M., I offered for sale at public auction in front of the premises of Lot No. 3 in Block Lettered S in the Subdivision known As Patuxent Park, Section1, in the Eight Election District of St. Mary's County, Maryland and sold the same to The Dollar Savings Bank of the City of New York for the sum of $4,300.00, that being the highest bid received at said time and place and I further certify that James W. Gill also attended the said sale.

/S/ J. GERALD ABELL,
J. Gerald Abell, Auctioneer

BILL
(Filed February 21, 1955)

THE ENTERPRISE

Washington Street
Leonardtown, Maryland
Greenwood 5-2131

330 Great Mills Road
Lexington Park, Maryland
Great Mills 2-1011

T. Howard Duckett &
James W. Gill, Trustees
c/o Loker & Wigginton
Leonardtown, Md.

Amount 67.50

Date	Description	Charges	Credits	Balance
12/10/54				
	Trustees Sale thru 11/11/54 - 12/2/54	47.50		
	Order Nisi re: Ratification of Sale	10.00		
	Order Nisi re: Auditor's Report	10.00		67.50

Liber CBG 14, Folio 169

IN EQUITY NO. A-575

AUDITOR'S REPORT
(Filed February 21, 1955)

T. HOWARD DUCKETT and JAMES W. GILL, TRUSTEES

In Account with the proceeds from the sale of the real estate sold by them under the terms of the Deed of Trust filed herein.

1954		
December 3, to proceeds of sale as per report	$4,300.00	$
BY COSTS AND EXPENSES AS FOLLOWS:		
C. B. Greenwell, Clerk, his fees		19.75
T. Howard Duckett and James W. Gill, Trustees Commission on sale (1% of $4,300.00)		43.00
William Aleck Loker, Attorney for Trustees, fee of services, per agreement		150.00
John R. Drury & Son, premium on Trustees' Bond		50.00
The Enterprise, Inc., publication of Notice of Sale ($47.50) and two Orders Nisi @ $10.00 = $20.00		67.50
J. Gerald Abell, Auctioneer's fee, use of Loker & Wigginton		15.00
W. M. Loker, Jr., Auditor, his fee		18.00
TOTALS	$4,300.00	$ 363.25
Amount to balance		3,936.75
	$4,300.00	$ 4,300.00
Balance distributable, as above	$3,936.75	
Distribution:		
By amount to partially staisfy debt due Dollar Savings Bank, assignee, secured by Deed of Trust filed herein		$3,936.75
	$3,936.75	$3,936.75
Deficiency due Dollar Savings Bank, assignee, as aforesaid		$2,729.07

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR AUDITOR begs leave to report that in the above-entitled cause, after charging the trustees with the proceeds of the sale of the property sold by them in the above-entitled cause, he has allowed costs and expenses as per vouchers filed therein. He then distributed the balance to T. Howard Duckett and James W. Gill, Trustees, for the Dollar Savings Bank, to partially satisfy XX its Deed of Trust as per statement of debt filed in the said cause. He then allowed as a deficiency to the said Dollar Savings Bank the balance of said debt remaining after partially satisfying the same.

Respectfully submitted,

/S/ W. M. LOKER, JR.
W. M. Loker, Jr., Auditor

ORDER NISI
(Filed February 25, 1955)

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 25th day of February, 1955, that the report of the Auditor made, stated and filed in the above entitled cause be ratified and confirmed unless cause to the contrary be shown on or before the 28th day of March, 1955, provided a copy of this Order be published once a week for three successive weeks in some newspaper published in St. Mary's County, Maryland, prior to the 28th day of March, 1955.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell
Clerk of the Circuit Court for
St. Mary s County, Maryland

CERTIFICATE OF PUBLICATION
(Filed March 31, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND
This is to certify that the appended Order Nisi has been published in THE ENPTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for three successive weeks, prior to the 28th day of March, 1955 and that the first publication appeared in the issue of March 3, 1955.

SHERIDAN FAHNESTOCK , Publisher
/S/ PER WILLA L. DOYLE

FINAL RATIFICATION OF AUDIT
(Filed March 31, 1955)

Ordered this 30th day of March, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the report of the Auditor, stated and filed in these proceedings be finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given, by publication of an Order Nisi as shown by the Certificate of Publication of said Order Nisi hereto attached and herewith filed.

/S/ J. DUDLEY DIGGES
JUDGE

T. HOWARD DUCKETT, ET AL TRUSTEES Plaintiff	*	IN THE CIRCUIT COURT FOR
VS.	*	ST. MARY'S COUNTY, MARYLAND
THE LEXINGTON PARK CO., A MARYLAND CORPORATION Defendant	*	IN EQUITY NO. A-574

PROCEEDING TO FORECLOSE DEED OF TRUST FROM THE LEXINGTON PARK CO., A MARYLAND CORPORATION, DATED SEPTEMBER 18, 1947, RECORDED IN LIBER CBG 14, AT FOLIO 169, ONE OF THE LAND RECORDS OF ST. MARY'S COUNTY, MARYLAND

(Filed November 8, 1954)

To the Clerk of the Court:

Please docket the above-entitled suit, prepare a certified copy of the deed of trust, file in the proceedings, and enter the appearance of Loker and Wigginton as attorneys for the Trustees.

/S/ LOKER AND WIGGINTON
Attorneys

Loker and Wigginton
Attorneys at Law
Leonardtown, Maryland

TRUSTEES OF VALUE

Under and by virtue of the power of sale contained in a certain deed of trust from The Lexington Park Co., a Maryland Corporation, dated September 18, 1947, and duly recorded in Liber CBG 14, at Folio 169 one of the land records of St. Mary's County, Maryland, default having occurred in the covenants of said deed of trust and at the request of the holder of the note secured thereby, the undersigned trustees will offer for sale at public auction in front of the premises on December 3, 1954, at 1:40 o'clock P.M., the property described in said deed of trust as being Lot numbered Seven (7) in Block lettered "S" in the subdivision as "Patuxent Park, Section 1" in the Eight Election District of St. Mary's County, State of Maryland, as per plats of said subdivision duly recorded among the Land Records of St. Mary's County in Plat Book CBG numbered 17, Plat 409, and rerecorded in Plat Book CBG numbered 18, Plat 245, one of the Land Records of Said County, together with the improvements and all of the estate, right, title, interest and claim, either at law or in equity, of the said The Lexington Park Co., or its successors in title in and to said land and premises.

Subject to covenants and restrictions of record.

This property is improved by a modern two-story, one family frame detached dwelling containing six (6), rooms and bath, from asbestos shingle siding, central hear, and is known as premises 512 Essex Drive, Patuxent, Maryland.

TERMS OF SALE

All case upon ratification of the sale by the Court. A deposit of Five Hundred ($500.00) Dollars will be required at the time of sale. State and County taxes, and Town taxes and assessments, if any, are to be adjusted to the date of sale. Conveyancing, recording, notary fees, State and Federal stamp taxes to be at the cost of the purchaser. The terms of the sale are to be complied with within five (5) days after the final ratification of the sale by the Court; otherise theproperty will be resold at the risk and cost of the defaulting purchaser.

T. HOWARD DUCKETT AND
JAMES W. GILL, TRUSTEES

Loker and Wigginton
Attorneys at Law
Leonardtown, Maryland

DEED OF TRUST NOTE
(Filed November 8, 1954)

$8100.00

Hyattsville, Maryland
September 18, 1947

FOR VALUE RECEIVED, the undersigned premise(s) to pay to

Prince Georgex Bank and Trust Company, Hyattsville, Maryland

or order, the principal sum of Eighty-One Hundred and no/100 Dollars ($8100.00), with interest from date at the rate of four percentum (4%) per annum on the unpaid balance until paid, said principal and interest being payable at the office of

Prince Georges Bank and Trust Company, in Hyattsville, Maryland

or at such other place as the holder hereof may designate in writing, in monthly installments of Forty-two and 77/100 Dollars ($42.77), commencing on the first day of November, 1947, and on the first day of each month thereafter until the principal and interest are fully paid except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 1972.

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

Presentment, protest and notice are hereby waived.

Without recourse pay to the order of
Dollar Savings Bank of the City of
New York, New York
FEDERAL NATIONAL MORTGAGE ASSOCIATION
By /S/ C. L. MCMURTIS
Agent

THE LEXINGTON PARK CO.
By /S/ WILLIAM GOLDMAN
William Goldman, President
Attest: /S/ SAMUEL P. DONIS
Samuel P. Donis, Secretary

IN EQUITY NO. A-574

THIS IS TO CERTIFY that this is the note described in, and secured by, a Deed of Trust of even date herewith and in the same principal amount as herein stated to T. Howard Duckett and

James W. Gill, Trustees,
on real estate located in St. Mary's County, State of Maryland, and known as: Lot numbered Seven in Block lettered "S", "Patuxent Park, Section 1", as per plats of said subdivision recorded among the Land Records of St. Mary's County, in Plat Book CBG 17, Plat 409, and rerecorded in Plat Book CBG 18, Plat 245.

Dated this 18 day of September, 1947.

/S/ V. EUGENIA THOMAS
Notary Public

January 30, 1948

It is mutually agreed between the Borrower and the Lender that the first payment under this note shall become due and payable on March 1, 1948, instead of on November 1, 1947, and the last payment shall become due and payable on February 1, 1973, nothing herein to affect the other conditions of this note or the Deed of Trust securing the same.

Attest: THE LEXINGTON PARK CO.

/S/ DAVID L. GRAFF
Assistant Secretary

By /S/ WILLIAM GOLDMAN
President

Attest: PRINCE GEORGES BANK & TRUST COMPANY

/S/ (?)
Assistant Treasurer

BY /S/ WILLIAM TORRIE
Vice-President

Loan actually disbursed 2/1/48 and interest charged from that date.

Patment Number	Due Date	Payment Made Interest	Payment Made Principal	Unpaid Principal Balance
1	3-1-48	$27.00	$15.77	$8,084.23
2	4-1-48	26.95	15.82	8,068.41

DEED OF TRUST
(Filed November 8, 1954)

THIS DEED, made this 18 day of September, 1947, by and between THE LEXINGTON PARK, CO., a Maryland Corporation, party of the first part, and T. Howard Duckett and James W. Gill, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto Prince Geoges Bank and Trust under the laws of the State of Maryland, in the principal sum of Eighty-One Hundred and no/100 Dollars ($8100.00) with interest from date at the rate of four per centum (4%) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Forty-Two and 77/100 Dollars ($42.77), commencing on the first day of November, 1947, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest if not sooner paid, shall be due and payable on the first day of October, 1972.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to THE LEXINGTON PARK CO., a Maryland corporation in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the county of St. Mary's and State of Maryland, known and distiguished as Lot numbered Seven (7) in Block lettered "S" in the subdivision known as "Patuxent Park Section 1" in the Eighth Election District of St. Mary s County, State of Maryland, as per plats of said subdivision duly recorded among the Land Records of St. Mary's County in Plat Book CBG numbered 17, Plat 409, and rerecorded in Plat Book CBG numbered 18, Plat 245, one of the Land Records of Said County.

SUBJECT to building restriction lines and easements as shown on the recorded plats of said subdivision and to covenants and restrictions as imposed by The Lexington Park Co., dated May 2, 1946, and recorded October 31, 1946 among the Land Records of St. Mary s County, State of Maryland.

INCLUDING gas range, domestic hot water heater, electric fixtures, shades and screens now installed or used in the premises aforesaid, it being the intention of the parties hereto, their heirs, successors or assigns, that all such equipment and fixtures, as aforesaid, shall become permanently annexed to said premises and a part of the real estate aforesaid and security for the payment of the indebtedness hereinbefore referred to.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, to otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

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

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have and apply to and for its sole use and benefit, until default be made in the payment of may manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

And upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at its cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the parment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at four and one-half per centum (4½%) per annum from date of such advance (it being hereby agreed that on default

in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including, all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of first part, its successors or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtainign possession.

And the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such provilege is given at least thirty (30) days prior to prepayment; and PROVIDED FURTHER, That in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(a) If this Deed of Trust and the said note secured hereby are insured under theprovisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the holder of the note in funds with which to discharge its obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulations thereunder. The holder of thenote shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the party of the first part all payments made under theprovisions of this subsection which the holder of the note has not become obligated to pay to the Federal Housing Commissioner.

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

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Fede al Housing Commissioner;
(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance prmiums;
(III) interest on the note secured hereby; and
(IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cofer the extra expense involved in handling delinquent payments.

3. That if the total of thepayments made by the party of the first part under (b) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes or assessments or insurance premiims, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (b) of paragraph 2 preceding shall not be sufficient to pay graound rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the party of the first part shall pay to theholer of said note any amount necessary to make up the deficiency, on or before the date when payment of such graound rents, taxes, assessments, or insurance premiums shall be due. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part all payments made under the provisions of (a) of paragraph 2 hereof, which the holder of said note has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under theprovisions of (b) of paragraph 2 hereof. If there shall be a default under any of theprovisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if theholder of the note acquires the property otherwise after default, the holder of the note shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges fines or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of thenote; and in default of such payment by the party of the first part, theholder of thenote may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal inerest and shall be secured by this Deed of Trust.

5. That he will keep the said premises in as good order and condition as they arenow and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be requiredfrom time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, and premiums on such insurance, provisions for payment

DEED OF TRUST CONT.

OF WHICH has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of thenote, who may make proof of loss if not made promptly by theparty of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and theholder of thenote jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extenguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. The party of the first part further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance underthe National Housing Act withih six (6) months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may at its option, declare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

9. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of thenote, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrtors, 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 corporate seal of the said corporation and the signature of William Goldman, its President, attested by Samuel P. Donis, its Secretary, on the day and year first hereinabove written.

Attest: THE LEXINGTON PARK CO.

/S/ SAMUEL P. DONIS
Samuel P. Donis, Secretary

By: /S/ WILLIAM GOLDMAN (SEAL)
William Goldman, President

DISTRICT OF COLUMBIA, SS: TO WIT:

I HEREBY CERTIFY, That on this 18 day of September, 1947, before me, the subscriber, a Notary Public, in and for the District of Columbia aforesaid, personally appeared William Goldman, President of The Lexington Park Co., grantor in the foregoing and annexed deed and he acknowledged the foregoing deed to be the act and deed of the said The Lexington Park Co.,

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

/S/ V. EUGENIA THOMAS
V. EUGENIA THOMAS Notary Public

BOND
(Filed December 2, 1954)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

KNOW ALL MEN BY THESE PRESENTS, That we, T. Howard Duckett and James W. Gill, Trustees, and Maryland Casualty Company, a body corporate, are held and firmly bound unto the State of Maryland in the full and just sum of Eight Thousand Dollars ($8,000.00), to be paid to the State of Maryland or its certain attorney or assigns, to the payment thereof we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 1st day of December, 1954.

WHEREAS, by deed of trust dated September 18, 1947, and recorded in Liber CBG 14, at Folio 169, of the Land Records of St. Mary's County, Maryland, Tje Lexington Park Co., a Maryland corporation, did grant, bargain, sell and assign and transfer unto T. Howard Duckett and JamesW. Gill, Trustees as therein named, their heirs, executors, administrators and assigns, all of the property therein described and referred to in said Deed of Trust for the uses and purposes therein named, mentioned, and declared.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the above abound T. Howard Duckett and James W. Gill do and shall well and faithfully perform the trust reposed in them in and by the above deed of trust mentioned and declared; and also, do and shall well faithfully perform the trust reposed in them in and by the above deed of trust mentioned and declared; and also, do and shall well and faithfully perform the trust reposed in them by said deed and observe the provisions of the Maryland Code of Public General Law, then the above obligation shall be void; otherise to be and remain in full force and virtue in law.

WITNESS their hands and seals.

/S/ T. HOWARD DUCKETT (SEAL)

Witness:

/S/ GENEVIEVE D. HUIESS

/S/ JAMES W. GILL (SEAL)

Surety: COUNTERSIGNED
MARYLAND CASUALTY COMPANY

/S/ J. DELANEY, JR.

BY: /S/ JOHN R. DRURY
Attorney in Fact

REPORT OF SALE
(FILED DECEMBER 11, 1954)

To the Honorable, the Judges of said Court:

The Report of Sale of T. Howard Duckett and James W. Gill, Trustees, under a certain deed of trust from The Lexington Park company, a Maryland corporation, dated September 18, 1947, and recorded among the

IN EQUITY NO. A-574

REPORT OF SALE CONT.

Land Records of St. Mary's County, Maryland in Liber CBG 14 at folio 169, respectfully shows:

That default having occurred in the payment of the debt secured by said conveyance, and at the request of the party thereby secured, after having given bond with security for the faithful performance of trust, and after having complied with all of the other prerequisites as prescribed by law and said conveyance, and after having given notice of the manner, time, place and terms of sale by advertisement in the "St. Mary's Enterprise", a weekly newspaper published in said county for at least three successive weeks before the date of sale, James W. Gill, one of the Trustees herein named, pursuant to such notice, attended on the premises on Firday, December 3, 1954, at 1:40 o'clock P.M. and then and thereoffered for sale to the highest bidder and sold the said property to The Dollar Savings Bank of the City of New York for the sum of Three Thousand Five Hundred Ninety and 00/100 Dollars ($3,590.00).

The terms of sale as given in said advertisement were all cash upon ratification of the sale by the Court. A deposit of Five Hundred and 00/100 Dollars ($500.00) was required at the time of sale and State and County taxes, town taxes, and assessment, if any are to be adjusted to the date of sale. Conveyancing, recording, notary fees, State and Federal stamps to be at the cost of the purchaser. The terms of sale are to be complied with within five (5) days after the final ratification of the sale by the Court; otherwise, the property will be resold at the tisk and cost of the defaulting purchaser.

Respectfully submitted,

/S/ V. EUGENIA THOMAS
V. Eugenia Thomas, Notary Public, D.C.

My Commission Expires Oct. 14, 1955

ORDER NISI
(Filed December 13, 1954)

Ordered, that the sale of the property mentioned in these proceedings, made to Dollar Savings Bank of the City of New York, and reported by T. Howard Duckett and James W. Gill, trustees, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 18th day of January, 1955; provided a copy of this Order be inserted in some weekly newspaper, printed in St. Mary s County, Maryland, once in each of three successive weeks before the 13th day of January, 1955.

The report states the amount of sale to be $3,590.00)

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell
Clerk of Circuit Court
for St. Mary's County,
Maryland.

CERTIFICATE OF PUBLICATION
(Filed December 14, 1954)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.
This is to certify that the appended Trustees Sale has been published in THE ENTERPRISE A NEWSPAPER PBULISHED in St. Mary's County, Maryland, once a week for four successive weeks, prior to the 3rd day of December, 1954 and that the first publication appeared in the issue of November 11, 1954
SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L DOYLE

CERTIFICATE OF PUBLICATION
(Filed January 19, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.
This is to certify that the appended Order Nisi has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for three successive weeks, prior to the 18th day of January, 1955, and that the first publication appeared in the issue of December 16, 1954.
SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. DOYLE

ORDER OF FINAL RATIFCATION
(Filed January 19, 1955)

Ordered this 19th day of January, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale made by T. Howard Duckett and James W. Gill, trustees, of the property heretofore mentioned and described in these proceedings, which said sale has heretofore been reported, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, altho due notice appears to have been given by publication of Order Nisi as shown by the Certificate of Publication of said Order Nisi filed in this cause; and this cause is hereby referred to the Auditor of this Court for statement of his accoutn.

/S/ J. DUDLEY DIGGES
JUDGE

DEED OF TRUST NOTE
(Filed February 4, 1955)
(See Page 17)

CERTIFICATE
(Filed Bebruary 4, 1955)

February 1, 1955)

Re: 512 Essex Drive, Patuxent, Maryland
The Lexington Park Company

TO WHOM IT MAY CONCERN:

This is to certify, that the undersigned, Dollar Savings Bank of the City of New York, is the owner of

IN EQUITY NO. A-574

CERTIFICATE CONT.

a promisory note dated the 18th day of September, 1947 in original principal amount of $8,100.00 bearing interest at the rate of 4% per annum, payable to the order of Prince Georges Bank and Trust Company, Hyattsville, Maryland and executed by The Lexington Park Co., such note having been endorsed and delivered to the Dollar Savings Bank of the City of New York as holder in due course, the payment of such note being secured by Deed of Trust dated the 18th day of September, 1947, by which The Lexington Park Co., conveyed property identified as follows:

Lot numbered Seven in Block lettered "S", "Patuxent Park, Section 1", as per plats of said subdivision recorded among the Land Records of St. Mary's County, in Plat Book CBG 17, Plat 409, and re recorded in Plat Book CBG 18, Plat 245,

to T. Howa rd Ducket and James W. Gill, Trustees.

It is further certified that the remaining unpaid principal balance of said note is as of the date of this certification the sum of $6,648.83 together with interest thereon at the rate of 4% per annum, as follows:

				D.E.	INT.
$6,697.84	4%	8/1/54 to 12/3/54	(122 days)	.7442	90.79
6,697.84	4%	12/3/54 to 1/24/55	(51 days)	.7442	37.95
6,648.83	4%	1/24/55/to date of payment		.7388	

DOLAR SAVINGS BANK OF THE CITY OF NEW YORK

By /S/ THOMAS W. CHUMP
Treasurer

AUCTIONEER'S CERTIFICATE
(Filed February 21,1955)

I Hereby Certify that on December 3, 1954, at 1:40 O'clock P.M., I offered for sale at public auction in front of the premises of Lot No. 7, in Block Lettered S in the subdivision known as Patuxent Park, Sectionl, in the Eighth Election District of St. Mary's County, Maryland and sold the same to The Dollar Savings Bank of the City of New York for the sum of $3,590.00, that being the highest bid received at said time and place and I further certify that James W. Gill also attended the said sale.

/S/ J. GERALD ABELL
J. Gerald Abell, Auctioneer

BILL
(Filed February 21, 1955)
THE ENTERPRISE

Washington Street
Leonardtown, Maryland
Greenwood 5-2131

330 Great Mills Road
Lexington Park, Maryland
Great Mills 2-1011

T. Howard Duckett &
James W. Gill, Trustees
c/o Loker & Wigginton
Leonardtown, Maryland

Amount $67.50

Date	Discription	Charges	Credits	Balance
12/10/54				
	Trustees Sale 11/11/54 thru 12/2/54	47.50		
	Order Nisi re: Ratification of Sale	10.00		
	Order Nisi re: Auditor's Report	10.00		67.50

Liber CBG 14
Folio 181

AUDITOR'S REPORT
(Filed February 21, 1955)

T. HOWARD DUCKETT AND JAMES W. GILL, TRUSTEES

In Account with the proceeds from the sale of the real estate sold by them under the terms of theDeed of Trust filed herein.

1954		
December 3, to proceeds of sale as per report	$3,590.00	
BY COSTS AND EXPENSES AS FOLLOWS:		
C. Benedict Greenwell, Clerk, his fees		$ 19.75
T. Howard Duckett and James W. Gill, Trustees Commission on sale (1% of $3,590.00)		35.90
William Aleck Loker, Attorney for Trustees, fee for services, per agreement		150.00
John A. Drury & Son, premium on Trustee's Bond		50.00
The Enterprise, Inc., publication of Notice of Sale ($47.50) and two Orders Nisi @ $10.00 = $20.00		67.50
J. Gerald Abell, Auctioneer's fee, use of Loker and Wigginton		15.00
W. M. Loker, Jr. Auditor, his fee		18.00
TOTALS	$3,590.00	$ 356.15
Amount to balance		$3,233.85
	$3,590.00	$3,590.00
Balance distributable, as above	$3,233.85	

Distribution:

IN EQUITY NO. A-574

By amount to partially satisfy debt due Dollar Savings Bank, assignee, secured by Deed of Trust filed herein	$	$3,233.85
	$3,233.85	$3,233.85
Deficiency due Dollar Savings Bank, assignee, as aforesaid		$3,431.97

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR AUDITOR begs leave to report that in the above-entitled cause, after charging the trustees with the proceeds of the sale of the property sold by them in the above-entitled cause, he has allowed costs and expenses as per vouchers filed therein. He then distributed the balance to T. Howard Duckett and James W. Gill, Trustees, for the Dollars Savings Bank, to partially satisfy its Deed of Trust as per statement of debt filed in the said cause. He then allowed as a deficiency to the said Dollar Savings Bank the balnce of said debt remaining after partially satisfying the same.

Respectfully submitted:

/S/ W. M. LOKER, JR.
W. M. Loker, Jr., Auditor

ORDER NISI
(Filed February 25, 1955)

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 25th day of February, 1955, that the report of the Auditor made, stated and filed in the above entitled cause be ratified and confirmed unless cause to the contrary be shown on or before the 28th day of March, 1955, provided a copy of this Order be published once a week for three sucessive weeks in some newspaper published in St. Mary's County, Maryland, prior to the the 28th day of March, 1955.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell
Clerk of Circuit Court
for St. Mary s County,
Maryland

CERTIFICATE OF PUBLICATION
(Filed March el, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND
This is to certiy that the appended Order Nisi has been published in THE ENTERPRISE, a nespaper published in St. Mary's County, Maryland, once a week for three successive weeks, prior to the 28th day of March, 1955 and that the first publication appeared in the issue of March 3, 1955.

SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. DOYLE

FINAL RATIFICATION OF AUDIT
(Filed March 81, 1955)

Ordered this 30th day of March, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the report of the Auditor, stated and filed in theses proceedings be finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given by publicaton of an Order Nisi as shown by the Certification of Publication of said Order Nisi hereto attached and herewith filed.

/S/ J. DUDLEY DIGGES
JUDGE

IN EQUITY NO. A-583

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

ARCHIBALD R. TOWNER AND
MARGARET L. TOWNER, HIS WIFE

Complaintants

vs.

RALPH A. CARTER AND
MILDRED CARTER, HIS WIFE

Defendants

EQUITY NO. A-583

BILL OF COMPLAINT
(Filed November 19, 1954)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, Archibald R. Towner and Margaret L. Towner, his wife, through their Attorney, Joseph A Mattingly, repsectfully represent that to this Honorable Court:

1. That they wwere owners of a certain tract of land called and known as Part of Scotch Neck or Part of Blackistone Farm, situate, lying and being in the Sixth Election District of Saint Mary's County, Maryland, by virtue of a deed, dated December 6, 1945, from Federick Y. Donn and wife, and recorded in Liber CBG No. 17, folio 364 and 365, one of the Land Records of Saint Mary's County, Maryland.

2. That on or about the 1st day of July, 1950, the parties hereto entered into a contract from the sale of the protion of the above named property.

3. That on or about the 17th day of July, 1953, that your Orators, executed a deed conveying a portion of said property; however, this conveyance included more land than had been intended by the parties and did not carry out the intension of said parties.

4. That as a result of this mistake, the present boundary line of record runs across two other lots in this subdivision.

5. That the parties hereto have agreed on a specific point on the shore of the creek, which this property bounds, and an iron pipe was driven to mark same.

To the end therefore that this deed be corrected to confirm the intension of the parties as the time was executed.

And for such other and further relief as this case may require.

And as in duty bound, etc.

/S/ JOSEPH A. MATTINGLY
Joseph A. Mattingly, Solicitor

SUBPOENA WITH COPY OF BILL OF COMPLAINT ISSUED
(Filed November 20, 1954)

SHERIFF'S RETURN
(Filed December 3, 1954)

Served the within Subpoena by reading to and leaving copy of same and copy of Bill of Compaaint with Ralph a Carter and Mildred Carter this 30 day of Nov. 1954.

DEMURRER
(Filed December 13, 1954)

TO THE HONORABLE, THE JUDGES OF SAID COURT:
Ralph A. Carter and Mildred Carter, his wife, the Defendants in the above-entitled cause, by Loker & Guyther their Solicitors, demur to the whole Bill of Complaint against them in the above cause exhibited, and to each and every paragraph thereof and to each and every allegation thereof, and for the cause of demurrer show:

1. That the Complainants have not stated in their Bill of Complaint such a case as entitles them to any relief in Equity against these Defendants.

2. That the Bill of Complaint fails to set forth any facts sufficient to entitle the Complainants to the relief prayed in thesaid Bill of Complaint.

3. That there are errors apparent on the face of the said Bill of Complaint which make the same bad in substance.

4. And for other good and sufficient reasons to be assigned at the hearing on this demurrer.

And, As In Duty Bounty, Etc.

/S/ RALPH A. CARTER
Ralph A. Carter, Defendant

/S/ MILDRED CARTER
Mildred Carter, Defendant

LOKER & GUYTHER

BY /S/ W. M. LOKER, JR.
W. M. Loker, Jr.
Solicitors for Defendant

STATE OF MARYLAND, ST. MARY'S COUNTY, TO WIT:
I HEREBY CERTIFY that on this 13th day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ralph A. Carter and Mildred Carter, his wife, the Defendants in the above entitled cause and made oath in due form of law that the foregoing Demurrer is not intended for delay.

WITNESS my hand and Notarial Seal: (S E A L)

/S/ C. ANN DEAN
NOTARY PUBLIC

I HEREBY ACKNOWLEDGE that a copy of the foregoing Demurrer was deliver to me this 13th day of December, 1954.

/S/ JOS. A. MATTINGLY
Joseph A. Mattingly

IN EQUITY NO. A-583.

LETTER
(FIled July 15, 1955)

July 1, 1955

MR. A. R. TOWNER
1421 Upshur Street, N.W.
Washington 11, D.C.

Dear Mr. Towner:

Confirming my telephone conversation, this will advise you that I am unable to represent you and that I am withdrawing from the case.

With best wishes, I remain,

Very truly yours,

Joseph A. Mattingly

JAM:bmcw

/S/ MR CLERK:
PLEASE FILE IN CASE OF TOWNER VS. CARTER.

JOS. A. MATTINGLY

RULE TO EMPLOY NEW COUNSEL
(Filed July 27, 1955)

IT APPEARING from the proceedings in the above-entitled cause that Joseph A. Mattingly, counsel of record for the Complainants in the said cause, has withdrawn his appearance as such counsel for the said Complainants and has notified the said Complainants of his withdrawal by registered mail, return receipt requested as will more fully appear by reference to the copy of said notification and to the registered return receipt in this cause filed, it is thereupon this 27th day of July, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, ORDERED that a Rule be and the same is hereby laid upon the said Complainants to employ new counsel to prosecute the above-entitled cause and to represent the interests of the said Complainants in the issues to be heard and determined therein, on or before the 15th day of August, 1955; provided that a copy of this Order be served upon the said Complainants, personally or by registered mail, return receipt requested of the addressees only, on or before the 6th day of August, 1955.

/S/ J. DUDLEY DIGGES
J. DUDLEY DIGGES, JUDGE

I HEREBY CERTIFY that a copy of the foregoing Order was served on each of the Complainants in the above-entitled case by mailing a copy of the same to each of them by Registered Mail, Return Receipt Requested of Addressee only, post paid, from Leonardtown, Maryland this 27th day of July, 1955.

LOKER & GUYTHER

BY /S/ W. M. LOKER, JR.
W. M. Loker, Jr.
Solicitors for Defendants

U. S. MARSHAL'S RETURN OF SERVICE
(Filed August 20, 1955)

UNITED STATES OF AMERICA
District of Columbia

TOWNER, ET AL

vs. U.S. Marshal's No. E-4278

CARTER, ET AL

I hereby certify and return that I served the annexed Rule on the therein-named Archibald R. Towner by handing to and leaving a true and correct copy thereof with him personally at 1421 Upshur St. N.W. Washington in the said District at 6:15 P.M. on the 17th day of August, 1955.

Marshal's fees $1.00

CARLTON G. BEALL
United States Marshal

By /S/ H. MCCANLEY
Deputy

I hereby unserved the annexed Rule on the therein-named Maragaret L. Towner Not to Be Found personally at 1421 Upshur St. N.W. Washington in the said District at 6:15 P.M. on the 17th day of August, 1955.

Marshal's fees $1.00

CARLTON G. BEALL
United States Marshal

By /S/ H. W. MCCANLEY
Deputy

CERTIFICATE OF SERVICE
(Filed August 20, 1955)

UNITED STATES OF AMERICA
DISTRICT OF COLUMBIA
CITY OF WASHINGTON. SS:

IN EQUITY NO. A-583

CERTIFICATE OF SERVICE CONT.

I HEREBY CERTIFY, that on this 17th day of August, 1955, before me, the subscriber, a Notary Public of the District of Columbia, in and for the City of Washington aforesaid, personally appeared Harold W. McCauley, a Deputy United States Marshal, in and for the District of Columbia, Washinton, DC, and made oath in due dorm of law that he personally served a true copy of the attached Rule to Employ New Counsel in the matter of Archibald R. Towner and Margaret L. Towner, his wife, vs. Ralph A. Carter and Mildred Carter, his wife, No. A-583 in Equity, in the Circuit Court for St. Mary s County, Maryland, upon Archibald R. Towner, by reading the said Rule to Employ New Counsel to them and by leaving a copy of the saidRule to Employ New Counsel with them and that the said service in the manner aforesaid was made on the 17th day of August, 1955.
WITNESS the hand of the affiant and my hand and Notarial seal the 18th day of August, 1955.

/S/ HAROLD W. MCCAULEY
Deputy U. S. Marshal

/S/ ANN R. KATCHMAR
NOTARY PUBLIC, D.C.

Serial A 45018

TO ALL WHOM THESE PRESENTS SHALL COME, GREETINGS:
I CERTIFY THAT ANN R. KATHCMAR whose name is subscribed to the accompanying instrument, was at the time of signing the same a Notary Public in and for the District of Columbia, and duly commissioned and authorized by the laws of said District of Columbia to take the acknowledgment and proof of deeds or conveyance of lands, tenements, or hereditaments, and other instruments in wirting to be recorded in said Distrct, and to administer oaths; and that I am well acquainted with the handwriting of said Notary Public and verily believe that the signature and impression of seal thereon are genuine, after comparison with signature and impression of seal on file in this office.
IN WITNESS WHEREOF, the Secretary to the Board of Commissioners of the District of Columbia, has hereunto caused the Seal of the District of Columbia to be affixed at the City of Washington, D.C. this 18th day of August, 1955.

/S/ MILDRED K. HELFEE
Chief, Notary Public Section

RECEIPT FOR PAYMENT
U.S. MARSHAL'S OFFICE
UNITED STATES DISTRICT COURT HOUSE
WASHINGTON, D.C.

Rec. From
Wm. Maverell Loker
Leonardtown, Md.
E4278

Y 44416

Date 8-15-55

T.F. $4.00

Foreign X

Check X

By /S/ W. E. FERRIS
Deputy

LETTER
(Filed August 20,1955)

DEPARTMENT OF JUSTICE

UNITED STATES MARSHAL
DISTRICT OF COLUMBIA
U.S. DISTRICT COURTHOUSE
WASHINGTON, D.C.

E4278

August 18, 1955

Wm. Meverell Loker and
Loker & Guyther
Leonardtown, Md.

Re: Towner v. Carter,
Equity No. A-583

Dear Sirs:
Service of Rule to Employ New Counsel has been made upon Archibald R. Towner as indicated by affidavit of service enclosed herewith.
I return hereiwith unexecuted papers sent for service upon Margaret L. Towner, as she could not be found at 1421 Upshur Street, N W. Washington D.C.
The cost of service is $2.00, and a fee of $1.00 is earned on a "not found" return of service in accordance with Section II, Title 1510, District of Columbia Code of Laws, making at total of $3.00. You deposited $4.00 in this cause and there will be refunded (under separate cover) $1.00 by chick to your order.

Very truly yours,

/S/ CARLTON G. BEALL

Carlton G. Beall,
United Stated Marshal
/S/ CW.

Encls.

IN EQUITY NO. A-583

SHOW CAUSE ORDER
(Filed September 26, 1955)

IT APPEARING from the proceedings in the above-entitled cause that counsel of record for the Complainants in the said cause has withdrawn his appearance for the said Complainants and that by order of this Court dated July 27, 1955, a rule was laid upon the said Complainants to employ new counsel to prosecute the above-entitled cause but that the said Complainants have failed to so employ new counsel, it is thereupon this 19th day of September, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, ORDERED that the Complainants be and they are hereby required to appear in this Court on or before the 10th day of October, 1955, in person or by solicitor to show cause, if nay they may have, why the Bill of Complaint filed in this cause should not be dismissed for want of prosecution, provided that a copy of this Order be served upon the said Complainants personally or by Registered Mail, Return Receipt Requested of the Addressees only, on or before the 1st day of October, 1955.

/S/ J. DUDLEY DIGGES
J. DUDLEY DIGGES, JUDGE

U. S. MARSHAL'S RETURN OF SERVICE
UNITED STATES OF AMERICA
DISTRICT OF COLUMBIA
CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

TOWNER, ET AL

vs.

CARTER, ET AL

U. S. Marshal No. E4384
Received by U.S.M. 9-28-55

I hereby certify and return that I served the annexed Show Cause Order on the threin named Archibald R. Towner by handing to and leavihg a true and correct copy thereof with him personally at 1421 Upshur St. N.W. in the said District at 7:59 A.M. on the 29th day of September, 1955.

/S/ CARLTON G. BEALL
United States Marshal

Marshal's fees $1.00

By H W. MCCAULEY /S/
Deputy

I hereby certify and return that I served the annexed Show Cause Order on the thereinnamed Margaret L. Towner by handing to and leaving a true and correct copy thereof with her personally at 1421 Upshur St. N.W. in the said District at 5:42 p.m. on the 29th day of September, 1955.

/S/ CARLTON G. BEALL
United States Marshal

Marshal's fees $1.00

By /S/ H. W. MCCAULEY
Deputy

CERTIFICATE OF SERVICE
(Filed October 3, 1955)

UNITED STATES OF AMERICA
DISTRICT OF COLUMBIA
CITY OF WAHSINGTON. SS:

I HEREBY CERTIFY, that on this 29th day of September, 1955, before me, the subscriber, a Notary Public, of the District of Columbia, in and for the City of Washington aforesaid, personally appeared Harold W. McCaulty, a Deputy United States Marshal in and for the district of Columbia, Washington, D.C., and made oath in due form of law that he personally served a true copy of the attached Show Cause Order in the matter of Archibald R. Towner and Margaret L. Towner, his wife, vs. Ralph A. Carter and Mildred Carter, his wife, No. A-583 in Equity, in the Circuit Court for St. Mary's County, Maryland, upon Archibald R. Towner and Margaret L. Towner, his wife, by reading the said Show Cause Order to them and by leavng a copy of said Show Cause Order with them and that the said service in the manner aforesaid was madeon the 29th day of September, 1955.
WITNESS the hand of the affiant and my hand and Notarial Seal the 30th day of September, 1955.

/S/ HAROLD W. MCCAULEY
Deputy U. S. Marshal

(S E A L)

/S/ ANN R. KATCHMAR
NOTARY PUBLIC, District of Columbia

My Commission expires: July 31, 1960

SERIAL A 45855

DISTRICT OF COLUMBIA

TO ALL WHOM THESE PRESENTS SHALL COME, GREETINGS:
I Certify That Ann R. Katchmar whose name is subscribed to accompanying instument, was at the time of signing the same a Notary Public in and for the District of Columbia, and duly commissioned and authorized by the laws of said District of Columbia to take the acknowledgment and proof of deeds of conveyance of lands, tenements, or hereditamen s, and other instruments in writing to be recorded in said District, and to administer oaths; and that I am well acquainted with the handwriting of said Notary Public and verily believe that the signature and impression of seal thereon are genuine, after comparison with signature and impression of seal on file in this office.
IN WITNESS WHEREOF, The Secretary to the Board of Commissioners of the District of olumbia, has hereunto caused the Seal of the District of Columbia to be affixed at the City of Washington D.C. this 30th day of September, 1955.

(D.C. SEAL)

/S/ MILDRED K. HELFER
CHIEF, NOTARY PUBLIC SECTION

IN EQUITY NO. A-583

RECEIPT FOR PAYMENT
U. S. MARSHAL'S OFFICE
UNITED STATES DISTRICT COURT HOUSE
WASHINGTON, D.C.

Rec. From Y 44622
Loker and Guyther
Leonardtown, Md.
E4384 Date 9-30-55

T.F.

Foreigh X $3.00
Check X

U. S. MARSHAL

BY /S/ M E. FERRIS
Deputy

LETTER
(Filed October 3, 1955)

DEPARTMENT OF JUSTICE
UNITED STATED MARSHAL
DISTRICT OF COLUMBIA
U.S. District Courthouse
Washington, D.C.

September 30, 1955

Loker & Guyther, Esquires
Court Square Building
Leonardtown, Maryland

Re: Towner v. Carter - Equity #A-583

Dear Sirs:

Service of a Show Cause Order has been made upon Archibald R. Towner and Margaret L. Towner as indicated by affidavit of service enclosed hereiwht

The cost of service is $3.00 and receipt for this amount is hereto attached.

Very truly yours,

/S/ CARLTON G. BEALL
Carlton G. Beall
United States Marshal

Encls.

ORDER TO ENTER APPEARANCE
(Filed October 7, 1955)

Mr. Clerk:

Please enter the appearance of Joseph D. Weiner and Paul J. Bailey, attorneys for the Complainants in the above entitled case.

/S/ PAUL J. BAILEY

/S/ JOSEPH DL WEINER
Attorneys for the Complainants

ORDER OF COURT
(Filed November 16, 1955)

THE ABOVE ENTITLED CAUSE having been set for hearing on the Bill of Complaint and Demurrer filed therein, counsel for the Complainants and Respondents were heard and the proceedings carefully read and considered WHEREUPON it is this first day of November, 1955, by the Circuit Court for st. Mary's County, Maryland, in Equity, ORDERED that the Demurrer to the Bill of Complaint heretofore filed in this cause be, and the same is hereby sustained with leave to the Complainants to file an amended Bill of Complaint within fifteen days from the date of this Order.

J. DUDLEY DIGGES
J. DUDLEY DIGGES, JUDGE

PETITION TO EXTEND TIME
(Filing November 22, 1955)

To the Honorable, The Judges of Said Court:

The Complainants in the above entitled case repsectfully submit to this Court that in order to file their Bill of Complaint as amended, pursuant to theorder of this Court entered upon the sustaining ofthe demurrer herein, an extensive investigation has proved necessary especially with regard to certain surveys and plats made by engineers, who are non-residents of this County, and as the undersigned counsel have only recently been engaged in this matter, the infestigation has taken and is taking more time than was anticipated; therefore it is prayed that this Honorable Court will extend the time given for filing to a future date to be determined upon the hearing of this Petition.

Repsectfully submitted.

/S/ JOSEPH D. WEINER
Solicitors for Complainants
/S/ PAUL J. BAILEY

IN EQUITY NO. A-583

AMENDED BILL OF COMPLAINT
(Filed December 7, 1955)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, Archibald R. Towner and Margaret L. Towner, his wife, by their Attorneys, Joseph D. Weiner and Paul J. Bailey, respectfully represent unto Your Honors:

1. That the Complainants are residents of 1421 Upsher Street, N.W. Washington D.C. and Citizens of the U.S.; and that

2. The Defendants, Ralph A. Carter and Mildred Carter, his wife are residents of St. Mary's County, Md. and Citizens of the U.S.

3. That the Complainants were owners of a certain tract or tracts of land called and known as "Part of Scotch Neck" or "Part of Blackistone Farm", situate, lying and being in the Sixth Election District of St. Mary s County, Md., as will appear by reference to a deed dated December 6, 1945, from Frederick Y. Donn and wife, recorded among the Land Records of St. Mary's County, Md., at Liber CBG No. 17, folio 364-5, a certified copy of the record of said Deed being herewith filed as a part hereof, marked "COMPLAINANTS' EXHIBIT A".

4. That subsequent to the time aforesaid, and the Deed mentioned above, and during a period of time up to and including July 17, 1950, the Complainants and Defendants negotiated between themselves for and concerning a sale of a portion of the land described in said "Complainants' Exhibit A", said negotiations being carried on at and about said time, between Archibald R. Towner, (acting for himself and as agent for his said wife, Margaret L. Towner); and Ralph A. Carter (acting for himself and as agent for his said wife, Mildred Carter).

5. That, during the period of negotiations as aforesaid between the parties to this cause, a price was agreed upon, but there occurred some difficulties and delays as to the obtaining of a final, specific and exact survey of the description of the land to be conveyed to the said Defendants herein, andprior to July, 17, 1950, andup to and including that day and for a short time thereafter, no complete, final, exact, and certain survey and plat of the aforesaid description aforesaid had been completed by the surveyors who were engaged upon the task, but an imcomplete, inexact and uncertain one had been drawn by the said surveyors, to wit: Plat etc. of March 21, 1950, by T. A. Rymer and F. G. Williams, herewith filed as a part hereof, marked "Complaintas Exhibit B", which your orators allege was not the description of the parcel of land being negotiated to be sold the Defendants by the Complainants; and the parties hereto, (Complainants ad Defendants) well knew then and know now that the said survey and plat was not exact and complete and that it was not the intention of the parties to this cause to convey the said land as per saidn plat, in said Exhibit.

6. That the Defendants, prior to said July 17, 1950, and up to said date, represented to said Complainants that they the said Defendants were very anxious and desirous to proceed with their building and proposed improvements upon said property proposed and intended to be sold; (not being yet exactly described and surveyed between the parties to this cause); and it was then and there the intention ofthe parties Complainant and Defendant that the land intended to be sold as aforesaid should be and would be exactly described and platted by the said surveyors and the exact and correct survey be incorporated and set forth in a deed to be executed fairly and according to law, to carry out the full, correct, certain and exact intention of the parties to the said transaction.

7. That at and about the time aforesaid, the said Defendants, under the aforesaid circumstances, stating the aforesaid as their reasons, falsely and fraudulently represented and stated to the Complainants that if they the said Complainants would execute and deliver unto them, the said Defendants, a Deed for the property, using and incorporating therein the said incomplete description and plat, being mentioned before as Parcel 2 of Tract 3 of Exhibit B aforesaid, that they the said Defendants would later (upon completion of the survey and plat according to the trust intent of the parties as to the exact description of this land sold as aforesaid)* allow said description in said Deed to be corrected by a final, specific, exact and complete survey of the land intended to be sold by the complainants to the Defendants.

8. That the said representations were wilfully false andfraudulent and were made by the Defendants to the Complaints for the purpose of inducing the Complainants to give said incomplete, incorrect and inexact deed and description therein to the said Defendants, and the false representations were belived by the said Complainants to be true, and they the said Complaintants would not have deeded the said incorrectly described lot, (which description did not conform to the intentions of the said parties to this suit, except for the said false representations made by the Defendants to the Complainants.

9. That, as aforesaid, the said Complainants, relying and acting upon the said false representations as aforesaid made them by the Defendants, did sign a purported deed to Defendants dated July 17, 1950, recorded among the Land Records of St. Mary's County at Liber CBG No. 25, Folio 373, a certified copy of the record of said Deed being herewith filed as a part hereof, marked "Complainants' Exhibit C".

10. That, subsequently, the Complainants had the aforesaid surveyors complete the aforesaid description survey and plat, in accordance with the true intention of the parties to this cause, as is shown upon Plat by sais surveyors, herewith filed as a part hereof, marked "Complainants' Exhibit D", the exact description being set forth on said plat as "Parcel 2, of Tract 3," as outlined thereupon.

11. That the said Defendants were duly notified that the proper, exact, and complete description was ready and available, so that the true intention of the parties could be spread upon the Land Records of St. Mary s County, with reference to the matteres aforesaid, but the Defendants refused to allow same to be done, refusing to have said description corrected, denying all their former representations and promises with reference thereto, all to the great damage of the Complainants herein, and to those holding title under or through them the said Complainants as to the rest of the said property of the Complainants; and they the said Defendants are still wrongfully claiming title and possession via said purported deed to the land or small portion of land shown by a comparison of the two Complainants' Exhibits "B" and "D" as aforesaid.

12. That no full, complete, adequate and proper remedy at Law is available to the Complainants.

TO THE END THEREFORE,

1. That this Honorable Court pass a Decree reforming and correcting the description in the said Deed, to conform to the true intention of the parties to this cause.

2. That this Honorable Court grant such other and further relief as this cause may require.

And as in duty bound, etc.

/S/ JOS. D. WEINER
Jos. D. Weiner

/S/ PAUL J. BAILEY
Paul J. Bailey
Attorneys for the Complaintants.
LEONARDTOWN, MD.

EXHIBIT A

U.S.I.R. STAMPS
$14.85
Cancelled
::::::::::::::::::
State Stamps
$13.50
Cancelled
::::::::::::::::::

THIS DEED, Made this 6th day of September in the year One Thousand Nine Hundred and Forty-five by and between Frederick Y. Donn and Ann P. Donn, his wife, parties of the first part, and Archibald Reed Towner and Margaret L. Towner, his wife parties of the second part;

WITNESSETH, that in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the recipt of which is hereby acknowledged, the said parties of the first part do grant and convey unto Archibald Reed Towner and Margaret L. Towner, his wife, as tenants by the entireties, parties of the second part, their heirs and assigns, in fee simple, all those pieces or parcels of land or ground situate, lying and being

IN EQUITY NO. A-583

EXHIBIT A CONT.

in the Sixth Election District of St. Mary's County, State of Maryland being the same land which th said parties of the first part obtained from G. Wilson Dean by deed dated the 23rd day of June, 1963, recorded in the Land Records of said County andState in Liber, at folio, and being described as follows, to wit:

All those lots, tracts, pieces or parcels of land called and known as "Part of Scotch Neck," or "Part of Blackistone Farm" situate, lying and being in the Sixth Election District of St. Mary's County, described as follows:

(1) BEGINNING for the same at a concrete marker fixed in a small marsh near the shores of Cuckold's Creek marking Northeast corner of a part of the Blackstone farm now owned by Griffin G. Frazier, thence rinning with said Cuckold's Creek and binding thereon N. 72 deg., E. 53 feet, N. 20 deg. 15 ' E. 175.7 feet, N. 19 deg. 30' E. 184 feet, N. 45 deg. W. 141.5 feet, N. 8 deg. 30' W. 222 feet. N. 22 deg. W. 233 feet N. 56 deg. W. 110 feet, N. 42 deg. 50' E. 77.3 feet, N. 58 deg. 50' E. 215 feet, N. 19 deg. E. 156 feet, N. 40 deg. E. 96 feet, N. 54 deg. E. 135 feet N. 73 deg. 3. 124.5 feet, S. 73 deg. E. 155.5 feet, S. 45 deg. 10' E. 134.4 feet, N. 85 deg. 138 feet to its intersection with a wire fence the line of the land of Pearlie Wickes, thence leaving said creek and running with the said fence S. 68 deg. 30' E. 323 feet to a fence corner post on the east side of the entrance road leading into said Wickes land, thence with the fence N. 21 deg. 30 ' E. 287 feet to a post on the shore of Cuckold's Creek running with said creek and binding thereon S. 73 deg. E. 85 feet, N. 85 deg. 30' E. 289 feet, S. 70 deg. 10' E. 434 feet S. 61 deg. E. 84.5 feet, S. 26 deg. 20' E. 71.5 feet to a point marsh near the mouth of a cove, thence up the center of said cove (leaving the main creek) S. 33 deg. W. 520 feet to the end of a rail fence at the head of said cove, thence with said fence S. 61 deg. 45' W. 78 feet, S. 30 deg. W. 393 feet to a stake in the corner of the fence on the south side of the entire tract still owned by the said G. Wilson Dean, thence with the south side of said road following a line of fence, N. 60 deg. 30' W. 313.5 feet to its intersection with the line of fence on the east side of the main entrance road, thence following the line of fence along the east side of the main entrance road S. 28 deg. 30' W. 500.5 feet, S. 30 deg. 10' W. 1025 feet, S. 30 deg. 30' W. 1161 feet (at 936 feet on this course passing the point of intersection of this main entrance road with the north side of the road leading into the land of Griffin G. Frazier and to the woodland still owned and retained by the said G. Wilson Dean lying between the land of said Frazier and the tract of Nona M. Morgan known as Red Hill), thence still with the east side of said main entrance road, S. 33 deg. W. 355 feet to a stake on the east side of said road, near gate, thence crossing said road and running with the corner of a fence dividing this land from the land of Milton C. Joy N. 79 deg. W. 2095 feet to a pine tree at an angle in the fence blazed with six hacks, thence with the course of an old fence dividing this land from the land of J. Redmond, N. 16 deg. W. 642.5 feet to a stake fixed on the south side of the aforementioned road leading to the woodland and to "Red Hill" thence with the fence line on the south and est side of said road N. 66 deg. ". 164 feet, N. 58 deg. W. 63 feet, N. 28 deg. W. 113 feet, N. 10 deg. W. 220 feet N. 1 deg. W. 81 feet to the intersection of the said fence with the branch dividing this land from the land of Nona M. Morgan known as "Red Hill", thence with the general course of the said branch, N. 66 deg. E.221 feet to a stake fixed in the wire fence, thence leaving said branch and said line of fince S. 67 deg. E. 1407 feet to a concrete marker set at the foot of a gate post on the North side of the road leading into the woodland, the said concrete marker being the Southwest corner of the land of Griffin G. Frazier, thence with the lines of the said Frazier land following the North side of said road as surveyed by Charles A. Heard in 1932, S. 66½ deg. E. 321.1 feet, S. 67¼ deg. E. 695.8 feet to a locust post standing on the north side of said road, thence leaving said road and running with a wire fence, still the dividing line between this land and the land of the said Frazier N. 19 3/4 deg. E. 169 feet, N. 18¼ deg. E. 712.86 feet to the end of said wire fence, thence N. 8 deg. W. 213.94 feet, N. 25 3/4 deg. E. 244.86 feet, N. 9 deg. E. 206.58 feet to the point of beginning, containing one hundred twenty-five (125) acres of land, more or less. Also all the right, title and interest of the parties of the first part in and to the right-of-way or road from the Southwest corner of the land above described to thepublic road and being more particularly described in a deed from the aforesaid property from G. Wilson Dean and Effie L. Dean, his wife, to Charles W. Young, dated June 30, 1933 and recorded in Liber JMM No. 8, folio, 291, one of the Land Records of St. Mary's County, Being the same land and right-of-way which was conveyed to said G. Wilson Dean by deed from Philip H. Dorsey, Assignee, dated December 2, 1935 and recorded among the Land Records, prior to the recordation of this mortgage.

(2) BEGINNING at a stake planted on the Southeast side of a stream, a boundary of Wilson Dean's land, thence running with said land as surveyed June 22, 1933 by Louis R. Steffens, S. 67. deg. E. 1407 feet to a concrete marker set on the North side of the road, a boundary of Griffin Frazier's land, thence running with said land and the division fence N. 23½ deg. E. 679.5 feet, thence N. 9½ deg. W. 73 feet, thence N. 13¼ deg. W. 106.5 feet to a concrete marker set on the south shore of Back Creek (an arm of Cuckold Creed) thence running up said creek shore N. 74 deg. W. 363 feet, S. 43½ deg. N. 58.7 feet N. 79 deg. W. 42.7 feet, N. 51 deg. W. 77.9 feet, S. 76 deg. W. 83.8 feet, N. 52½ deg. W. 27.1 feet, S. 86 deg. W. 105.6 feet, S. 66 deg. W. 93.7 feet, N. 29½ deg. W. 75.9 feet and N. 50 deg. W. 132 feet to a stake set by the Southeast side of the gut, thence running up said gut as the water thereof runs, S. 47 deg. 9' W. 1182.7 feet to the beginning, containing 19 1/5 acres, according to survey.

(3) BEGINNING at a stake set by a water fence on the West shore of Gants Creed (an arm of Cuckod Creed) a boundary of part of Blackstone and of land owned by Mrs. Hanah Tippett, thence running with said land and the division fence N. 57 3/4 deg. W. 807.9 feet to a locust fence post set on the Southeast side of the road leading to Blackistone dwelling, whench running with the Southeast side of said road, S. 32½ deg. W. 1094.3 feet to alocust fence post set on the Southeast side of said road, a boundary of Mrs. May Hill's land, thence running with the said land and division fence S. 61½ deg. E. 727.3 feet to a locust post set on the west side of a stream, thence running with the marsh N. 32 deg. E. 411.8 feet and N. 41 deg. 52' E. 643 feet to the place of beginning, containing nineteen (19) acfes, more or less, according to a survey made July 11, 1937 by Chas. A. Heard, Surveyor.

BEING a part of the same land which was conveyed to said G. Wilson Dean by deed from John H. T. Briscoe, Attonney, dated December 14, 1926, recorded among the Land Records of said County, in Liber JMM no. 4, folio 443.

SAVING AND EXCEPTION FROM the above parcels a sixty-foot Right-of-way conveyed by Frederick Y. Donn and Ann P. Donn, his wife, to the County Commissioners for St. Mary's County, Maryland, and recorded amongthe Land Records of St. Mary's County, Maryland, in Liber JMM No. 10, folio 491.

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

TO HAVE AND TO HOLD the aforesaid pieces or parcels of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging to appertaining unto and to the only proper use, benefit and behoof forever of the said Archibald Reed Towner and Margaret L. Towner, his wife, the survivor of them, his, her, or their heirs and assigns forever in fee simple, as tenants by the entireties.

And the said parties of the first part covenant that they will warrant specially the property hereby conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS their hands and seals.

TEST:	Frederick Y. Donn	(Seal)
Ida E. Wyvill	Frederick Y. Donn	(Typed)
Ida E. Wyvill (Typed)	Ann P. Donn	(Seal)
	Ann P. Donn	(Typed)

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGES's) ss:

I HEREBY CERTIFY that on this 6th day of September One Thousand Nine Hundred and Forty-five, before the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared the said Frederick Y. Donn and Ann P. Donn, his wife, and did each acknowledge the aforegoing deed to be their act.

WITNESS MY HAND and official seal.

(N.P.) Ida E. Wyvill
(Seal) Ida E. Wyvill (Typed)

IN EQUITY NO.A-583

EXHIBIT A CONT.

Received for Record on the 8th day of Sept. A.D. 1945 at 9:15 o'clock A.M., and recorded and examined per me.

C. BENEDICT GREENWELL, CLERK

Recording $5.00 Paid
Tax .50 Paid Del. A.R.T. 10/16/45 per mail.

This is to certify that the above and aforegoing is a true and correct copy of Deed as recorded in Liber C,B.G. No. 17, at folios 364 and 365.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for St. Mary's County, Maryland, this 7th day of December 1955.

/S/ .C BENEDICT GREENWELL
C. Benedict Greenwell,
Clerk of Circuit Court
for St. Mary s County,
Maryland.

PLAT, BLUE PRINT,
(Filed December 7, 1955)
EXHIBIT B

EXHIBIT C

U.S.I.R. STAMPS : THIS DEED, Made this 17th day of July in the year of our Lord one thousand nine
$4.95 : hundred and fifty, by and between Archibald R. Towner and Margaret L. Towner, his wife,
Cancelled : of Washing, District of Columbia, parties of the first part, and Ralph A. Carter and
:::::::::::::::: Mildred Carter, his wife, of Cabin John, Maryland, parties of the second part:
STATE STAMPS : WITNESSETH that in consideration of the sum of Ten Dollars ($10.00) and other and
$4.95 : good and valuable considerations, recipt of all of which is hereby acknowledged, the said
Cancelled : parties of the first part Archibald R. Towner and Margaret L. Towner, his wife do grant
:::::::::::::::: and convey unto Ralph A. Carter and Mildred Carter, his wife, partiesof the second part as tendants by the entireties, their heirs and assigns and the survivor of them, and the heirs and assigns of the sais survivor in fee simple, all that lot, tract, piece or parcel of ground situate, lying and being in the sixth Election District of St. Mary s County, State of Maryland, being a part of the same land which said parties of the first part Archibald R. Towner and Margaret L. Towner, his wife, obtained from Frederick Y. Donn et ux, by deed dated the sixth day of September, 1945 recorded in the land records of St. Mary's County, Maryland Liber C,B.G. No. 17, at folio 364 and known as Tract No. Three (3) parcel Nol Two (2) of a "Part of Blackistone Farm" and being described as follows: to wit:

BEGINNING for the same at a concrete post set in a line of a right of way, said post marking the boundary between the land hereby conveyed and the northeast corner boundary of Parcel #1 of Tract # of the said Blackistone Farm; thence north 69 degrees 4' west 460 feet to a concrete post,said point being the northwest corner boundary of the said parcel #1, thence north 8 degrees west 213.84 feet; thence north 25 degrees 45' east 244.86 feet; thence north 9 degrees west 206.58 feet to a point designated as point "A" on a plat of the said subdivision of the said Blackistone Farm prepared by T. A. Rymer and F. G. Williams on March 21, 1950; thence north 72 degrees east 53 feet; thence north 20 degrees 15' east 175.7 feet; thence north 19 degrees 30' east 184. feet; thence north 45 degrees west 141.5 feet; thence north 8 degrees 30' west 150 feet to the northwest corner boundary of parcel #3 of the said subdivision; thence running with and binding on the south boundary of the said parcel #3 1100 feet on a line, the bearing of which is north 69 degrees 52' west to the line of the aorementioned right of way; thence running with and binding on the said right of way, which is designated as "entrance road" on the aforementioned plat south 30 degrees 10' west 1149.2 feet to the point of beginning, containing Twenty-one and five tenths (21.5) acres of land, more or less said tract or parcel of land being particularly described on the aforementioned plat or suvey as parcel #2 of Tract #3 of "Part of Blackistone Farm" which plat is to be recorded herwith and is hereby made a part of these presents. Said plat being filed in plat book Liber CBG No. 1 Folio _____, one of the aforesaid land records.

TOGETHER with the building and improvements thereupon, erected made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining, including an unlimited and unrestricted right-of-way, over and upon all private roads, provate rights-of-way private ways, private pathways, already built or to be built on the aforementioned Tract Number Three (3), whether by foot or by motor vehicle or otherwise.

TO HAVE AND TO HOLD the land or piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said Ralph A. Carter and Mildred Carter Carter, his wife, as tenants by the entireties their heirs and assigns and the survivor of them, and the heirs and the assigns of the said survivor, in fee simple.

And the said parties of the first part covenant that they will warrant specially and generally the property hereby conveyed; that they are seized of the land hereby conveyed; that they have a right to convey said land; the said parties of the second part shall quietly enjoy said land; that they have done no act to encumber said land; and that they will execute such further assurances of said land as may be requisite.

WITNESS their hands and seals.

Test:
Irving Turner
Irving Turner

Archibald R. Towner (Seal)
Archibald R. Towner (Typed)
Margaret L. Towner (Seal)
Margaret L. Towner (Typed)

CITY OF WASHINTON, DISTRICT OF COLUMBIA,ss:

I HEREBY CERTIFY that on this 17th day of July, 1950, before the subscriber, a Notary Public in and for the District of Columbia, personally appeared Archibald R. Towner and Margaret L. Towner, his wife and did each acknowledge the aforegoing deed to be their act.

IN TESTIMONY WHEREOF, I have affixed my official seal this 17th day of July, A.D., 1950.

William A. Patemaster

Received for record July 25, 1950 at 11:55 A.M. Same day recorded and examined per me.

Recording $2.00 Paid

C. Benedict Greenwell, Clerk

THIS IS TO CERTIFY, that the above and aforegoing is a true and correct copy of the deed as recorded in Liber C.B.G. No. 25, folio 373, one of the Land Records of St. Mary's County, Maryland.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Circuit Court for Saint Mary's County, in the State of Maryland, this

IN EQUITY NO. A-583

EXHIBIT C

Thirteenth day of March, in the year one thousand nine hundred and fifty-one.

(S E A L)

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the Circuit Court for St. Mary's County, State of Maryland

EXHIBIT D
Plat, Blue Print
(Filed December 7, 1955)

ANSWER TO AMENDED BILL OF COMPLAINT
(Filed December 26, 1955)

TO THE HONORABLE, THE JUDGES OF SAID COURT:
THE ANSWER of the Respondents, Ralph A. Carter and Mildred Carter, his wife, by Loker & Guyther, their solicitors, to the Bill of Complaint in the above-entitled cause against them exhibited:

1. Answering the allegations OF Paragraph Number One of the said Bill of Complaint these Respondents state that since the Complainants have alleged at one time or another that they are residents of St. Mary's County, Maryland, or Washington, D.C., that these Respondents are without certain knowledge of the true residence of the said Complainants and hence can neither admit nor deny the same.

2. Answering the allegations of Paragraph Number Two of the said Bill of Complaint these Respondents admit the allegations therein set forth.

3. Answering the allegations of Paragraph Number Three these Respondents admit the allegations therein set forth.

4. Answering the allegations of Paragraph Number Four of the said Bill of Complaint these Respondents admit that they negotiated with the Complainants concerning the sale of a portion of the land described in the said Bill of Complaint but that they neither admit nor deny that the Respondent, Ralph A. Carter, was acting as agent for the Respondent, Mildred Carter.

5. Answering the allegations of Paragraph Number Five of the said Bill of Complaint these Respondents admit that a price was agreed upon between the parties to this cause for the land which was to be and as a fact was actually purchased of the Complainants by the Respondents but they specifically deny each and every of the other allegations set forth in the said Paragraph Number Five; and, further answering the allegations of the said Paragraph these Respondents affirmatively allege that the Complainant, Archibald R. Towner, exhibited the property which was subsequently purchased by these Respondents to the Respondent, Ralph A. Carter, point out the boundaries to the said Respondent, Ralph A. Carter, and identifying the tract of land wh which was subsequently purchased by the Respondents of the Complainants by describing the same to the Respondent, Ralph A. Carter, on the land itself and with reference to the plat of March 21, 1950, identified as "Complainants' Exhibit B" in the said Bill of Complaint.

6. Answering the allegations of Paragraph Number Six of the said Bill of Complaint these Respondents specifically deny each and every allegation therein set forth, and affirmatively allege that on and prior to July 17, 1950, it was the intention of the Respondents and the Complainants to purchase and convey respectively, the exact parcel of land which had been previously described and exhibited by the Complaints to the Respondents and which was accurately described by metes and bounds according to a survey may by agents of the Complainants, which said metes and bounds description was incorporated in a special warranty deed duly executed and acknowledged by the Complainants conveying the property therein described to the Respondents.

7. Answering the allegations of Paragraph Number Seven of the said Bill of Complaint these Respondents specifically deny each and every allegationset forth therein.

8. Answering the allegations of Paragraph Number Eight these Respondents specifically deny each and every allegation set forth therein.

9. Answering the allegations of Paragraph Number 9 of the said Bill of Complaint these Respondents admit that the said Complainants duly executed and acknowledged a deed conveying property described therein to the Respondents, which deed is referred in the said Bill of Complaint as "Complainants' Exhibit C", but these Respondents specifically deny each and every of the other allegations set forth in the said Paragraph Nine and affirmatively allege that the said deed referred to in the said Paragraph Nine expressed the true, complete and exact intent of all of the parties to the aforesaid deed and to this cause.

10. Answering the allegations of Paragraph Number Ten of the said Bill of Complaint these Respondents, having no knowledge of any plat other than the plat identified as "Complainants' Exhibit B", can neither admit nor deny that any subsequent plat, if the same be different from the said plat referred to as "Complainants' Exhibit B", expressed any intent, true or otherwise, of these Respondents and they further affirmatively allege that the said plat referred to as aforesaid as "Complainants' Exhibit B" is the only plat which was mentioned or referred to dueing the negotiations between the Complainants and Respondents for the purchase of the property described in the said deed executed by the Complainants to the Respondents.

11. Answering the allegations of Paragraph Number Eleven of the said Bill of Complaint these Respondents specifically deny each and every of the allegations therein set forth.

12. Answering the allegations of Paragraph Number Twelve these Respondents neither admit nor deny the allegations therein set forth but put the Complainants upon strict proof thereof.

13. Further answering the allegations of the said Amended Bill of Complaint these Respondents allege that, as will appear by reference to the said Amended Bill of Complaint, the said Complainants have delayed the filing of their Bill of Complaint for a period of four years from the execution of the deed referred to in the said Bill of Complaint, that the said lapse of time since the commission of the acts complained of in the said Bill of Complaint has been in no wise satisfactorily explained by the said Complainants, that the said unexplained delay of four years in seeking the relief prayed in the said Bill of Complaint constitutes laches on the part of the Complainants, and that as a result of the fact that the said Complainants have slept on their rights, if any, for such a long period of time should forever bar them from the Relief sought in the said Bill of Complaint or from any other relief concerning the transactions and the land described in the said Bill of Complaint affecting the Respondents of their title to such land.

WHEREFORE, having fully answered in the premises these Respondents pray that they may be hence dismissed with their proper costs.

LOKER & GUYTHER

/S/ W. M. LOKER, JR.
W. M. Loker, Jr.
Solicitors for Respondents

Service of a copy of the foregoing Answer admitted this 23rd day of December, 1955.

/S/ PAUL J. BAILEY
Paul J. Bailey
Attorney for Complainants

IN EQUITY NO. A-583

MOTION TO CONSOLIDATE WITH NO. A-1220. MOTION GRANTED
(February 28,1959)

BEFORE JUDGE PHILIP H. DORSEY, JR. (See A-1220)
(June 2, 1960)

JUNE 2, 1960

1:30 P.M. Court Convened
John F. Wilkinson - sw.
Ex. by Mr. Wm. E. Brooks
Ex. by Mr. W. M. Loker, Jr.
John R. Wilson - sw.
Ex. by Mr. Wm. E. Brooks
" "
2:20 P.M. Court adjourned for 5 min.
2:26 P.M. Court convened
Mr. A. R. Towner,- sw.
Ex. by Mr. Wm. E. Brooks
Plaintiff's Exhibit # 5 fd.
" " #6 fd.

Plff. Ex. #9 filed.
4:50 P.M. Court adjourned till 10:00 A.M. on June 3, 1960.

Friday, June 3, 1960
Judge Philip H. Dorsey in attendance.
10:00 A.M. Court convened
Mildred Carter - sw.
Ex. by Mr. Wm. M. Loker, Jr.
Def. Ex. #1 fd.
11:15 A.M. Cross-exm. by Mr. Brooke
Jos. Gregory Carter 30 sworn Exam. by Mr. Loker
11:40 A.M. Cross-exam by Mr. Brooke
Defense closes
Mr. Wilkinson recalled by Mr. Brooke
Mr. Irving recalled by Mr. Brooke
Mr. Wildon recalled by Mr. Brooke
Plaintiff closes (Stipulation as to Deed hereby recorded)
12:17 P.M. Recess until 1:30.

COURT WILL SIGN ORDER DECLARING BOUNDARIES
(June 2, 1960)

MOTION FOR FINAL ORDER FILED (By Paul J. Bailey)
(Filed Sept. 30, 1963)
(Paper not in Court Jacket)

MOTION FOR FINAL ORDER FILED (By W. E. Brooke)
(Filed Sept. 25, 1963)
(Paper not in Court Jacket)

COURT ORDER AND DECREE
(Filed December 19, 1963)

This cause, having come on for hearing on the 2nd day of June, 1960, upon consideration of the testimony presented, it is by the Circuit Court for St. Mary's County, Maryland, sitting in Equity, this 19th day of December, 1963.

ORDER AND DECREED, that that deed dated June 17, 1950, between Archibald R, Towner and Margaret L. Towner, his wife, and Ralph C. Carter and Mildred Carter, his wife, recorded among the Land Records of St. Mary's County in Liber C.B.G. 25 at folio 273, be and the same is hereby reformed to conform to the description of Parcel 2, Tract 3, as shown on that Plat filed in this proceeding as "Plaintiff's Exhibit No. 4" making the northernmost boundary of the parcel, beginning at the point where the access road meets the northeast boundary, run South 89° 00' Est 297 feet 6 inches to Cuckold's Creek, and it is further,

ORDERED AND DECREED, that the Clerk of Court for St. Mary's County be, and he is hereby directed to record this Order and Decree and that plat filed in this cause as "Plaintiff's Exhibit No. 4" among the Land Records of St. Mary's County, Maryland, and to enter a reference to the Liber and Folio numbers at which they are recorded on the deed recorded at Liber C,B.G. 25 at folio 273, and the plat recorded in Plat Book CBG 1 at folio 9 among the Land Records of St. Mary's County, and it is further

ORDERED, that the defendant pay the court and stenographic costs in this proceeding.

/S/ PHILIP H. DORSEY, JR.
Judge

J. RALPH ABELL	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
	*	ST. MARM'S COUNTY,
vs.	*	MARYLAND
CLIFFORD L. JENKINS	*	IN EQUITY NO. A-590
Defendant	*	
	*	

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION
(Filed December 15, 1954)

TO THE HONORABLE, the Judges of said Court:

Your Orator, J. Ralph Abell, by Dorsey and Sterling, his Solicitors, complaining says:

1. That J. Frank Bailey, Treasurer for St. Mary s County, Maryland and Collector of Taxes for said County and State for the year 1951, issued a Certificate of Sale dated December 29, 1952, certifying that on December 29, 1952, he, the said J. Frank Bailey, as County Treasurer and Collector as aforesaid, sold to J. Ralph Abell, the Plaintiff, at public auction for the sum of Five Dollars and Ninety Cents ($5.90), which was paid in cash, the property assessed in the name of Clifford L. Jenkins, situatey, lying and being in the Third Election District of St. Mary's County, Maryland, and which is described on the Collector's Tax Roll for said District as "Lot 25"; that the said Lot 25 is otherwise described in a deed from Paul A. O'Brien, Admistrator of the goods and chattels of William P. O'Brien, to the said Clifford L. Jenkins, dated November 23, 1948, and recorded among the Land Records of St. Mary's County, Maryland, in Liber C.B.G. No. 22, folio 286, as follows: All that lot, tract, piece or parcel of land, situate, lying and being in Third Election District of St. Mary's County, Maryland, called and designated as "Lot 25" in William P. O'Brien's Subdivision No. Three (3) of Part of White Point on a Plat of the same which is recorded among the Land Records of St. Mary's County, Maryland, in Liber J.M.M. No. 4, folio 135. The said Certificate of sale is filed herewith as part hereof and marked Plaintiff's Exhibit "A".

2. That the said real estate described in paragraph 1 hereinabove has not been redeemed by any party in interest although more than ayear and a day from the date of sale have expired.

3. That the Defendant, Clifford L. Jenkins, is not a resident of St. Mary s County, Maryland, but is to the best of your Orator's information and belief a non-resident of the State of Maryland.

4. That your Orator has been informed and verily believes that at the time of said sale the real estate described in Paragraph 1 hereinabove was owned by the said Defendant, Clifford L. Jenkins.

5. That the amount of money necessary to redeem the real estate described in paragraph 1 hereinabove is as follows:

Purchase Price	$ 5.90
Interest to date at 6%	0.70
1952 Taxes	2.18
1953 Taxes	2.18
1954 Taxes	1.60
Total:	$12.56

Together with the costs incurred in these proceedings.

To the End Therefore:

1. That your Honors pass a final decree foreclosing all rights of redemption of the Defendant in and to his said respective real estate.

2. That the Treasurer be ordered to convey the said real estate to your Orator.

3. That your Orator may have granted the Writ of Subpoena directed against the Defendant and the Order of Publication directed to all parties in interest in the said real estate in accordance with Article 81, Sections 104 and 105 of the Annotated Code of the Public General Laws of Maryland 1951 Edition.

DORSEY AND STERLING

BY /S/ WILLIAM O. E. STERLING
William O. E. Sterling
Solicitors for the Plaintiff

/S/ J. RALPH ABELL
J. Ralph Abell, Plaintiff

EXHIBIT A
Office of
TEASURER OF SAINT MARY'S COUNTY
Leonard, Maryland

I, /S/ J. FRANK BAILEY, Collector of taxes for the State of Maryland and the County of St. Mary's County, hereby certify that on December 29, 1954, I sold to J. Ralph Abell, at Public Auction for the sum of 5 Dollars and 90 cents, which was paid in cash, the property in the 3rd District, described as Lot 25 and assessed to Clifford L. Jenkins. The property described herein is subject to redemption. Upon redemption, the holder of this certificate will be refunded the sum of the purcahse price together with intered thereon at therate of six per cent per annum from the date of payment to date of redemption, together with all other amounts specified by Chapter 89C of the Acts of 1943, and Acts amendatory thereof. All taxes together with interest thereon adcruing subsequent to the date of sale must be paid to theCollector before a deed can be delivered to the purchaser. After December 29, 1953, a proceeding can be brought to foreclose all rights of redemption in the property. This Certificate will be void unless such a proceedings brought within two years of the date of this certificate.

Witness my hand and seal, this 29 day of December, 1952.

/S/ J. FRANK BAILEY (Seal)
Collector

Subscribed and sworn to before me this
29th day of December, 1952

(S E A L)

/S/ KATHLEEN JACKSON
My Commission Expires May 4, 1953

IN EQUITY NO. A-590

ORDER OF PUBLICATION
(Filed December 15, 1954)

The Object of this proceeding is to secure the foreclosure of all rights of redemption in the following property, to wit: Lot No. 25 assessed in the name of Clifford L. Jenkins, situate, lying and being in the Third Election District of St. Mary's County, Maryland, sold by the Collector of Taxes for the County of St. Mary's to J. Ralph Abell, the Plaintiff in this proceeding. Said property is described on the Collector's Tax Roll substantially as above set-forth, and said property is otherwise described in a Deed from Paul A. O'Brien, Administrator of the goods and chattels of William P. O'Brien to the said Clifford L. Jenkins, dated November 23, 1948, and recorded among the Land Records of St. Mary's County, Maryland, in Liber C.B.G. No. 22 folio 286, as follows: All that lot, tract, piece or parcel of land situated as aforesaid, called and designated as "Lot 25", in William P. O'Brien's Subdivision No. Three (3) of Part of White Point on a Plat of the same w which is recorded among the said Land Records in Liber J.M.M. No. 4, Folio 135.

The Bill states, among other things, that the amount necessary for redemption has not been paid, although more than a year and a day from the date of sale has expired.

It is XXXX thereupon this 17th day of December, 1954, by the Circuit Court for St. Mary's County, Maryland in Equity, Ordered, That notice be given by the insertion of a copy of this Order in somenewspaper having a general circulation in St. Mary's County, Maryland, once a week for four successive, weeks, warning the said Defendant, Clifford L. Jenkins, and all persons interested in the said property to be and appear in this Court by the First (1st) day of March, 1955, and redeem the prperty above described or answer the Bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title, free and clear of all encumbrances.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell
Clerk of the Circuit Court
for St. Mary's County, Maryland

U. S. MARSHAL'S RETURN OF SERVICE
UNITED STATES OF AMERICA
DISTRICT OF COLUMBIA

(Filed Jan. 31, 1955)

J. RALPH ABELL — Clerk's No. A-590 Equity

VS. — U. S. Marshal No. E3679

CLIFFORD L. JENKINS — Received by U.S.M. Jan. 3, 1955

I hereby certify and return that I served the annexed Summons and Complaint on the therein-named Clifford L. Jenkins by handing to and leaving a true and correct copy thereof with Clifford L. Jenkins personally at U.S. District Court House in the said District at 9:20 A.M. on the 18 day of January, 1955.

CARLTON G. BEALL
U. S. Marshall

Marshal's fees $1.00

/S/ JAMES J. BUSH
Deputy

SUBPOENA
(Issued December 27, 1954)

Case No. A-590 EQUITY

STATE OF MARYLAND
SAINT MARY'S COUNTY, to-wit:
To Clifford L. Jenkins
Greetings:

We command and enjoin you that on or before the 15th day of February, 1955, you be and appear in the Circuit Court for Saint Mary's County, Maryland, in Equity, to answer the Bill of Complaint of J. Ralph Abell, exhibited against you in the Circuit Court for Saint Mary's County, Maryland, or to redeem too property in said Bill of Complaint mentioned.

HEREOF fail not, as you will answer to the contrary at your peril.

WITNESS, the HONORABLE JOHN B. GRAY, JR. Chief Judge of the Seventh Judicial Circuit of Maryland, the 27th day of December, 1954.

ISSUED THE 27th day of December, 1954.

TO THE DEFENDANT:

You are hereby notified and warned that if you fail to answer the said Bill of Complaint or to redeem the property in said Bill of Complaint mentioned within the time herein above set forth, a FINAL DECREE will be rendered foreclosing all rights of redemption in the said property.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell

Solicitors for Complainant:
Dorsey & Sterling
Leonardtown, Maryland.

SUBPOENA
Case No. A-590, Equity

State of Maryland,
Saint Mary's County, to wit:

To:

Olifford L. Jenkins

GREETINGS:

We command and enjoin you that you on or before the 1st day of March, 1955, be and appear in the Circuit Court for St. Mary's County, Maryland, in Equity, to answer the Bill of Complaint of J. Ralph Abell exhibited against you in the Circuit Court for Saint Mary's County, Maryland, or to redeem the property in said Bill of Complaint mentioned.

HEREOF fail not, as you will answer to the contrary at your peril.

WITNESS, the Honorable John B. Gray, Jr., Chief Judge of the Seventh Judicial Circuit of Maryland, the 17th day of December, 1954.

IN EQUITY NO. A-590

SUBPOENA CONT.

TO THE DEFENDANT:

You are hereby notified and warned that if you fail to answer the said Bill of Complaint or to redeem the property in said Bill of Complaint mentioned within the time hereinabove set-forth, a FINAL DECREE will be rendered foreclosing all rights of redemption in the said property.

/S/ C. BENEDICT GREENWELL CLERK
C. Benedict Greenwell, Clerk

Solicitors for Complainant
Dorsey and Sterling,
Leonardtown, Maryland
No. A-590, Equity

U.S. MARSHAL'S RETURN OF SERVICE
(Filed January 31, 1955)

DISTRICT OF COLUMBIA :
CITY OF WASHINGTON : ss:

I hereby certify that on this 18th day of January, 1955, before me, the subscriber, a Notary Public for the District of Columbia, in and for the City of Washington aforesaid, personally appeared JAMES J. BUSH, a Deputy United States Marshal in and for the District of Colubmia, and made oath in due form of law that he personally served a true copy of the attached Subpoena, with Bill of Complaint attached thereto, in the matter of J. RALPH ABELL vs. CLIFFORD J. JENKINS, Equity No. A-590, In the Circuit Court for St. Mary's County, Maryland, upon the defendant CLIFFORD L. JENKINS by delivering to andleaving with him a copy of said Subpoena and Bill of Complaint at the United States District Court House in the City of Washington, D.C. on the 18th day of January, 1955.

/S/ JAMES J. BUSH
Deputy U.S. Marshal, District of Columbia

(S E A L)

Subscribed and sworn to before me
this 18th day of January, 1955.

/S/ LILLIAM A TRAMMELL
Notary Public,D.C.

My Commission expires Feb. 28, 1958.

SUBPOENA
(Filed February 9, 1955)

Case No. A-590, Equity

State of Maryland,
Saint Mary's County, to wit:

TO:
Clifford L. Jenkins

GREETINGS:

We command and enjoin you that you on or before the 1st day of March, 1955, be and appear in the Circuit Court for St. Mary's County, Maryland, in Equity, to answer the Bill of Complaint of J. Ralph Abell, exhibited against you in the Circuit Court for Saint Mary's County, Maryland, or to redeem the property in said Bill of Complaint mentioned.

HEREOF fail not, as you will answer to the contrary at your peril.

WITNESS, the Honorable, John B. Gray, Jr., Chief Judge of the Seventh Judicial Circuit of Maryland, the 4th day of February, 1955.

TO THE DEFENDANT:

You are hereby notified ans warned that if you fail to answer the said Bill of Complaint or to redeem the property in said Bill of Complaint mentioned within the time hereinabove set-forth, a FINAL DECREE will be rendered foreclosing all rights of redemption in the said property.

/S/ C. BENEDICT GREENWELL (CLERK)
C. Bnedict Greenwell, Clerk

Solicitors for Complainant
Dorsey and Sterling
Leonardtown, Maryland

No. A-590, Equity

SUBPOENA
Case No. A-590 Equity

State of Maryland
Saint Mary's County, to wit;
TO:
Clifford L. Jenkins

Greetings;

We command and enjoin you that you on or before the 1st day of March, 1955, be and appear in the Circuit Court for St. Mary's County, Maryland, in Equity, to answer the Bill of omplaint of J. Ralph Abell exhibited against you in the Circuit Court for Saint Mary's County, Maryland, or to redeem the property in saidBill of Complaint mentioned.

HEREOF, fail not, as you will answer to the contrary at your peril.

WITNESS, the Honorable John B. Gray, Jr., Chief Judge of the Seventh Judicial Circuit of Maryland, the 26th day of February, 1955.

TO THE DEFENDANT

IN EQUITY NO. A-590

SUBPOENA CONT.

You are hereby notified and warned that if you fail to answer the said Bill of Complaint or to redeem the property in said Bill ofComplaint mentioned within the time hereinabove set-forth, a FINAL DECREE will be rendered foreclosing all fights of redemption in the said property.

/S/ C. BENEDICT GREENWELL (Clerk)
C. Benedict Greenwell, Clerk

Solicitors for Complainant
Dorsey and Sterling
Leonardtown, Maryland
No. A-590, Equity.

SHERIFF'S RETURN
(Filed March 2, 1955)

/S/ NON EST 2/28/55
ROBERT MIEDZINSKI, SHERIFF

CERTIFICATE OF PUBLICATION
(Filed March 2, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND
This is to certify that the appended Order of Publication has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary's County, Maryland, once a week for 5 successive weeks prior to the 1st day of March, 1955 and that the first publication appeared in the issue of Dec. 23, 1954.

/S/ BEATRICE GREEN

DECREE PRO CONFESSO
(Filed March 2, 1955)

It appearing from the proceedings in this case that the Order of Publication heretofore issued herein has been duly published in the St. Mary s Beacon, a Newspaperprinted and published in Leonardtown in said St. Mary's County, as prescribed by said Order, and the Defendant, Clifford L. Jenkins, and all persons interested in the property described in said Bill of Complaint, having failed to appear, either in person or by solicitor, and redeem the property described in said Bill of Complaint or answer said Bill of Complaint.

It is thereupon, this 2nd day of March, 1955, by the Circuit Court for St. Mary s County, Maryland in Equity, ADJUDGED, ORDERED AND DECREED that said Bill of Complaint be, and the same is hereby, taken PRO CONFESSO against said non-resident Defendant, Clifford L. Jenkins, and against all persons interested in the property described in said Bill of Complaint.

/S/ J. DUDLEY DIGGES
J. Dudley Digges, Judge

DECREE
(Filed May 11, 1955)

The above cause standing ready for hearing and habing been submitted, the Bill of Complaint, Order of Publication, Decree ProConfesso, and all other papers in the proceedings were carefully read and considered, and as it appeares that the Plaintiff is entitled to a Decree in the premisrs against Clifford L. Jenkins, it is thereupon this 11th day of May, 1955, by the Circuit Court for St. Mary s County, Maryland, ADJUDGED, ORDERED AND DECREED that the right of redemption by Clifford L. Jenkins be and the same is hereby foreclosed, and that title to the land formerly assessed to and owned by Clifford L. Jenkins described and sold for taxes as alleged in the Bill of Complaint filed in the above entitled cause is hereby declred to be vested free of all encumbrances in the said J. Ralph Abell.

And it is further ORDERED that the Collector of Taxes upon service of a certified copy of this Decree upon him, shall execute a deed conveying the said property to the said J. Ralph Abell. and it is further ORDERED that the Plaintiff, J. Ralph Abell, pay the costs of these proceedings.

/S/ J. DUDLEY DIGGES
J. Dud ley Digges, Judge

RULE TO SHOW CAUSE WHY CASE SHOULD NOT BE DISMISSED

It appearing from the record in these proceedings that there has been no action of record taken by any party in regard to the above styled case for more than one year prior to the date of this Order/

It is therefore this 19th day of September, 1963 ORDERED by the Circuit Court for St. Mary's County, Maryland, that the above styled cause be dismissed and judgment entered against the Plaintiff for accrued costs, unless cause to the contrary be shown on or before thirty days from the date of this Order.

IT if further ORDERED, that the Clerk of this Court mail a true copy of this Order on the day of the signed of this Order to the Plaintiff(s) or the attorneys of record, as well as all other parties, or their attorneys of record, who have answered or otherwise filed a responsive pleading.

It is further ORDERED that the Clerk shall make a notation on this Order of his compliance with the duties herein imposed upon him.

NOT DISMISSED — CLOSED
DK

/S/ PHILIP H. DORSEY, JR.
Judge

CLERK'S CERTIFICATION

I hereby certify that on this 19th day of September, 1963, I did mail a true copy of the afoegoing Order to:

Walter B. Dorsey, Esq.
Leonardtown, Maryland

William O. E. Sterling, Esq.
Leonardtown, Maryland

/S/ C. BENEDICT GREENWELL CLERK
Circuit Court for St. Mary s County, Md.

DIANNE HAYDEN, Infant, et al.	*	IN THE CIRCUIT COUT FOR ST.
Plaintiffs	*	ST. MARY'S COUNTY, MARYLAND
vs.	*	IN EQUITY, NO. A-616
PAUL E. STAUFFER, Defendant	*	
	*	

BILL OF COMPLAINT TO CONFIRM
CONTRACT OF AN INFANT
(Filed February 7, 1955)

To the Honorable, the Judges of said Court:
Your complainant, Dianne Hyaden, infant, by Wilhelmina H. Drury, Guardian and Next Frien, by Loker and Wigginton, her solicitors, complaining says:

First: That Philip G. Hyaden, late of St. Mary's County, Maryland, died seized and possesed of porperty located in St. Mary's County, Maryland, situate, lying and being in the Third Election District of St. Mary's County, Maryland, and containing aproximately 3½ acres of land, more or less, inproved by a dwelling, a barn and other out buildings, being the same property conveyed to the said Philip G. Hyaden, by deed from Wilhelmina C. Hyaden by deed dated September 6, 1940, and duly recorded in Liber CBG No. 30, foli 445. A certified copy of said deed is filed herewith as prt hereof and marked Complainant's Exhibit A.
Second: Thaó during his lifetime, the said Philip G. Hyaden mortgated the above mentioned property to County Trust Company of Maryland, Leonardtown, Maryland, by mortgage dated May 18, 1951 and recorded in Liber CBG 22, folio 349, said mortgage being in the original amount of $2,000.00.
Third: That the said Philip G. Hyaden was a widower and at his death he left surviving him his three daughters who are his only heirs at law, and who, since the said Philip G. Hayden died intestate, are now the owners of his land, they are: Wilhelmina H. Drury who has intermarried with Joseph B. Drury, Rose Cecelia H. Sheridan who hasintermarried with Tom Sheridan, Jr., and Dianne Hayden, the infant involved herein, single. All being adults with the exception of Dianne Hayden who is under the age of 21 years.

Fourth: That Wilhelmina H. Drury and Rose Cecelia H. Sheridan have received an offer for the above property from the defendant, Paul E. Stauffer in the amount of $8,000.00 which said offer they believe to be fair and reasonable for the property and accordingly, the said Wilhelmina H. Drury, acting as the Legal Guardian for her infant sister, Dianne Hayden, has entered into a contract of sale for the above property which she believe and hereby alleges to be fore the best interest and advantage of the said infant and for herself and her other sister. The contract of sale is filed herewith as part hereof and marked Complainants Exhibit B.
Fifth: Your oratrix hereby alleges that the price for the said property is fair and reasonanle and that it would be to the best interest and advantage for the said infant, Dianne Hayden, that the contract be ratified and that a trustee be appointed to convey the interest of the said infant in and to the property to the said Paul E. Stauffer and that the proceeds of the said sale be applied first to the satisfaction of the mortgage and the balance divided among the parties in accordance with their interest therein and that the share of the infant be paid to Wilhelmina H. Drury, the legal guardian duly appointed by the Orphan's Court.

To the end therefore:
1. That the contract be ratified and a trustee appointed by this Honorable Court to convey the interest of the said infant, Dianne Hayden, in and to the property mentioned in these proceedings and that the share of the said infant, after deducting costs and expenses and the above mentioned mortgage, be paid over to Wilhelmina H. Drury, her legal guardian.

2. That your complainant may have such other and further relief asher case may require.

And as in duty bound, etc.

LOKER AND WIGGINTON

/S/ ROBERT E. WIGGINTON
Robert E. Wigginton
Solicitors for the Complainant

Complainant's Exhibit A

Fee Simple Deed Code City or County.

THIS DEED, Made this 6th day of September, in the year one thousand nine hundred and forty by Wilhelmina C. Hayden, single of St. Mary's County, Maryland.
Witnesseth, that in consideration of Ten Dollars ($10.00) and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Wilhelmina C. Hayden, single, does grant and convey unto Philip G. Hayden and Wilhelmina C. Hayden, his wife, as tenants by the entireties, their assigns,

or the survivor of them and the heirs and assigns of the survivor of them in fee simple, all the following tracts of land situate, lying and being in the Third Election District of St. Mary's County, Maryland and described as follows, that is to say:
FIRST: All that lot, piece or parcel of land containing one-half acres, more or less, and being part of the tract or parcel of land known as "Part of Hopton Park" or "Park of Hooper Park" which said land was conveyed to Wilhelmina C. Hayden, the grantor herein by deed from Igantius Hayden, et us., by deed dated the 6th day of Sept. 1940, and recorded among the Land Records of St. Mary's County, Maryland, in Liber CBG No. 12, folio 270.
SECOND: All that ractor parcel of land situated as aforesaid and called and known as Part of Hopton Park or Part of the Willie Mattingly Farm, containing two acres of land, more or less, and being part of the same land conveyed to the said Wilhelmina C. Hayden, the grantor herein by deed dated Sept. 6, 1940 and recorded as aforesaid in Liber CBG No. 12, folio 270.
THRID: All of the right, title and interest of the Grantor herein in and to that tract of land called and known as Part of "Hopton Park" or "Part of Hoppers Park", containing in the aggregate for the addition 2.3342 acres (2 1/3 A.) Also the right of way road, containing 2050Sq. Ft., Surveyed April 28, 1930, Lewis C. Thompson, Surveyor, for Philip G. Hayden. The above described land is a part of the land conveyed to the said Wilhelmina C. Hayden by deed from Ignatius Hayden, et us, by deed dated Sept. 6, 1940, and recorded among the land Records of St. Mary's County, Maryland, in Liber CBG, No. 12, folio 270.
Together, with the buildings and improvements thereon erected, made or being; and all and every the rights, alleys, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining.
To have and to hold the land and premises: above described and mentioned and hereby intended to be

IN EQUITY NO. A-616

COMPLAINANTS EXHIBIT A

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 Philip G. Hayden and Wilhelmina G. Hayden, his wife, as tenants by the entireties, their assigns and the survivor of them and the heirs and assigns of the survivor of them in fee simple.

And the said Wilhelmina C. Hayden, hereby covenants that she will warrant specially the property hereby granted and conveyed, and that she will execute such further assurances of said land as may be requisite.

Witness the hand and seal of said grantor.

TEST:

STUART B. BENNETT
Stuart B. Bennett

Wilhelmina C. Hayden Seal
Wilhelmina C. Hayden

State of Maryland, St. Mary's County, Maryland

I hereby certify, that on this 6th day of September in the year one thousand nine hundred and forty Before me, the subscriber a Notary Public of the State of Maryland, in and for St. Mary's County, aforesaid, personally appeared Wilhelmina C. Hayden, single, and acknowledged the foregoing DEED to be her act.

Sturat B. Bennett
Stuart B. Bennett
Notary Public

This is to certify that transfer has been made on the County Assements books of the Property conveyed by within Deed.
Dated May 15, 1951, S.M. King Clerk, County Commissioners of St. Mary's County, Md.
Del. R.E.W. 5/31/51 C. Benedict Greenwell, Clerk

THIS IS TO CERTIFY, that the above and aforegoing is a true and correct copy of DEED from CBG, No. 30, folio 445, one of the Land Records of St. Mary's County, Maryland.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the Circuit Court for St. Mary's Co., Maryland this 7th day of February, 1955.

(S E A L)

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell
Clerk of the Circuit Court
for St. Mary's County, Md.

COMPLAINANT'S EXHIBIT B

THIS AGREEMWNT, Made this 29th day of January, nineteen hundred and fif-five, between Wilhelmina H. Drury, and Joseph B. Drury, her husband, and WilhelminaH. Drury, Guardian and Next Griend of Dianne Hayden, infant, and Rose Sheridan and Thomas Sheridan, her husband, heirs XXX at law of Philip G. Hayden parties of the first part and Paul E. Stauffer of Port Trevertòn, Pennsylvania, party of the second part.

WITNESSETH, that the said parties of the first part do hereby bargain and sell unto the said party of second part, and the latter doth hereby purchase from the former the following described property, situate add lying in the Third Election District of St. Mary's County, Maryland, and described as follows: First: All that lot, piece or parcel of land containing one half acre, more or less, and being part of the tract or parcel of land known as "Part of Hopton Park" or "Park Hoopers Park " which said land was conveyed to Wilhelmina C. Hayden by deed from Ignatius Hayden, et ux., by deed dated Sept. 6, 1940, and recorded in Liber CBG No. 12, folio 270, Second: All that tract or parcel of land situated as aforesaid and called and known as Part of Hopton Park or part of Willie Mattingly farm, containing two acres of land, more or less and being part of the same land conveyed to Wilhelmina C. Hayden by deed dated Sept. 6, 1940 and recorded in Liber CBG No. 12, folio 270. Third: All of the right, title and interest of the parties of the first part in and to that tract of land called and known as part of "Hopton Park" or "Part of Hoopers Park" containing [redacted] in the aggregate for the addition 2.3342 acres (2 1/3 a.). Also the right of way road, containing 2050 sq. ft. surveyed April 28, 1930 by Lewis C. Thompson for Philip G. Hayden. The above described land is a part of the land conveyed to the said Wilhelmina C. Hayden by deed from Ignatius Hayden, et us. by deed dated Sptember, 6, 1940 and recorded in Liber CBG No. 12, folio 270.

At and for the price of Eight Thousand ($8,000.00) Dollars.
of which Eight Hundred ($800.00) Dollars. have been paid prior to the signing hereof and the balance is to be paid as follows: The balance is to be paid in cash upon final ratification of this contract by the Circuit Court for St. Mary s County, Maryland. It being understood by the parties hereto that a proceedings will have to be instituted in the Circuit Court for St. Mary s County, Maryland, by Wilhelmina H. Drry, Next Friend of the infant, Dianne, against the said Paul E. Stauffer, the purchaser hereunder, for the purpose of ratifying the contract of sale made on behlf of said infant.

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 merchantabel title to the Vendee. Title examination and Federal Stamps will be borne by purchaser, State stamps will be borne by sellers. It is further understood that John R. Drury & Son are the real estate agents involved and will be paid a commission of 5% out of the purchase price. Costs of suit will be borne by all sellers proportionately.

Taxes to be adjusted to date of delivery of deed.

It is further understood that all personal property is included in this sale excepting the secretary, two beds, stand and some small items.

Witness our hands and seals
Test:

/S/ WILHELMINA H. DRURY (SEAL)
Wilhelmina H. Drury, individually and
as next friend of Dianne Hayden, infant

/S/ JOSEPH B. DRURY (SEAL)
Joseph B. Dury

/S/ GEORGE A. HASCHERT

/S/ ROSE SHERIDAN (SEAL)
Rose Sheridan

/S/ THOMAS SHERIDAN (SEAL)
Thomas Sheridan

/S/ PAUL E. STAUFFER (SEAL)
Paul E. Stauffer, buyer

IN EQUITY NO. A-616

AUTHORITY TO USE NAME AS NEXT FRIEND
(Filed February 7, 1955)

I, Wilhelmina H. Drury, the legal guardian of Dianne Hayden, hereby authorize my name to be used as next friend in the above entitled case.

/S/ WILHELMINIA H. DRURY

ANSWER IN PROPER PERSON
(Filed 9, 1955)

To the Honorable, The Judges of said Court:
Now come County Trust Company of Marland, a body corporate, and for answer in proper person says:
1. That it admits the allegations contained in the Bill of Complaint and further states that the amount of its mortgage lien as of February 7, 1955, is $1154.85.
And as in duty bound, etc.

County Trust Company of Maryland

By /S/ JOSEPH A. SAUNDERS,
Joseph A. Saunders, Vice-President

Attest:

/S/.STUART.B..BENNETT.....
Stuart B. Bennett, Ass't Sec't.

ANSWER IN PROPER PERSON
(Filed February 11, 1955)

To the Honorable, the Judges of said Court:
Now comes Paul E. Stauffer, in proper person, for answer says:
1. That he admits the allegations contained in the Bill of Complaint, and that he consents to thepassage of such decree as to the Court may seem fit and proper.
And as in duty bounds, etc.

./S/.PAUL.E..STAUFFER.....
Paul E. Stauffer,
In proper person

Witness:

/S/.OLIVE.E..STAUFFER.....

ORDER NISI
(Filed February 14, 1955)

ORDERED, by the Circuit Court for St. Mary's County, Maryland, in Equity, this 14th day of February, 1955, that the contract of sale in the above entitled case, made on behalf of the infant plaintiff, will be ratified and confirmed unless cause to the contrary thereof be shown on or before the 12th day of March, 1955, provided a copy of this order be printed in some newspaper published in St. Mary's County, Maryland, once a week in each of three successive weeks prior to the 12th day of March, 1955. The contract states that the total sales price is $8,000.00, and the share of Dianne Hayden, infant, in said sales price is one third or $2,666.67.

./S/.C..BENEDICT.GREENWELL.....
C. Benedict Greenwell
Clerk of theCircuit Court for St.
Mary s County, Maryland.

TESTIMONY
(March 2, 1955)

To the Honorable, the Judges of Said Court:
Notice having been given me by the attorneys for the platintiff of a desire to taketestimony in the above entitled case, I, Oliver R. Guyther, one of the Standing Examiners of the Circuit Court forSt. Mary s County, Mzryland, duly appointed, qualified and sworn, met on the 28th day of February, 1955, and appointed the 1st day of March, 1955, as the day at the hour of 10:30 A.M. in the office of Loker and Wigginton as the time and place, at which last mentioned day, time and place I attended and in thepresence of the attorneys for the plaintiff and his witnesses, proceeded to take the following interrogatories and the answers thereto.

The appearance of the defendant and the right to cross examine were waived by him.

./S/.OLIVER.R..GUYTHER.....
Oliver R. Guyther
Examiner

James Waring, a witness of law age, who, being produced before me, and by me duly sworn, testified as follows to the interrogatories propounded.

State your name, age, residence and occupation.
A. James Waring, 76 year of age, Chaptico, Maryland, real estate and insurance.
2. Mr. Waring, what experience have had with appraising property.
A. I have been appraising property in Illinois and Maryland for 50 years. I have represented clients in the purchase and sale of property for that long. I am failiar with real estate values in St. Mary's County, Maryland, and have done a lot of appraisal work for the State Roads Commission and private individuals.

3. Are you familiar with the property of the late Philip G. Hayden situate in the Third Election

TESTIMONY CONT.

District of St. Mary's County, Maryland, which property is known as his Home Place., if so, please describe same and give your estimate of the value.

A. I am familiar with this property. It consits of around 3½ acres and is improved by a dwelling and a barn and some outbuildings. The property has been vacant for about two years and is depreciating in value rapidly. I know that there has been a contract made for th sale of the property for $8,000.00 and I believe that this is a most attractice offer. The property has been offered for sale for thepast two years and this is the best offer and really the only firm offer received.

4. Mrs. Drury, the sister and guardian of Dianne Hayden, an infant, has contracted to sell this property to Mr. Stauffer for the sum of $8,000.00 cash. Do you consider that this is a XXXfair and reasonable offer and that it would be to the best interest and advantage of the infant to ratify this contract, if so, please state your reasons.

A. Yes, it is a most fair and reasonable offer and it would be to the best interest and advantage of the infant to sell said property. The property is of no use to the family. The two older girls are married and one lives in La Plata and other lives in Washington, D.C. The little girl lives with her guardian except when she is attending school. The property is encumbered by a mortgage and unless this is paid off, the mortgagee would probably have to foreclose since there is no other way to have the debts paid. For these reasons, it would be to the best interest and advantage of all concerned to sell the property under the contract made by Mrs. Drury.

In answer to the genral interrogatory propounded to the withess by the examiner, he answered NO.

/S/.OLIWER.R..GUYTHER..... /S/.JAMES.WARING.....
Oliver R. Guyther James Waring

John R. Drury, a witness of lawful age, who being produced before me and by me duly sworn, testified as follows to the interrogatories propounded.

1. State your name, age, residence and occupation.

A. John R. Drury, age 62 years, Leonardtown, Maryland. Real Estate Broker and Insurance.

2. Did you know Philip G. Hayden, if so, state whether he is living or dead and state whether he left a will and what property he owned at the time of his death.

A. I knew him, he is dead and he died intestate leaving property in theThird Election District of St. Mary's County, Maryland. The heirs have sold part of the property and there is left his home place consisting of around 3½ acres which is improved by a dwelling, a barn and other outbuildings. The property is steadily depreciating since it has been vacant for some time and we have not been able to find a purchaser until Mr. Stauffer made his offer of $8,000.00.

3. State whether or not you consider that the offer of $8,000.00 mady by Mr. Stauffer, the defendant in this case, is fair and reasonable and would it be to the best interest and advantage of the infant Dianne Hayden to have the contract of sale ratified.

A. Yes, I do so consider this to be a XXX fair and reasonable offer and it would be to the best interest and advantage to the three children, particularly to theinfant to sell the property. The price is the hghest offer we have had and actually exeeds our appraisal of the property. We have had some tentative offers of kess money but none of these offers materialized. I have been appraising property for many years for County Trust Company of Maryland, for The Tri-County Building and Loan Association and for private individuals From my experience with property I believe that $8, 000.00 is an excellent price.

4. Who are the heirs of Philip G. Hayden.

A. Wilhelmina H. Drury, whose husband is Jos. B. Drury, Rose Cecelia Sheridan whose husband is Tom Sheridan. These girls and their husbands are over 21. The other girl is Dianne and she is single and an infant.

In answer to the general interrogatory propounded to the witness by the examiner he answered NO.

/S/.OLIVER.R..GUYTHER... ./S/.JOHN.R..DRURY.....
Oliver R. Guyther John R. Drury

Wilhelmina H. Drury, a witness of lawful age, who, being produced before me, and by me duly sworn, testified as follows to the interrogatories propounded.

1. State your name, age, residence and occupation.

A. Wilhelmina H. Drury, over 21 years, La Plata, Maryland, Housewife.

2. Did you know Philip G. Hayden, if so, state what relation he was to you, is he living or dead, and if dead, did he leave a last Will and Testament.

A. I knew him, he was my father. He died intestate.

3. Did he leave real estate, if so, describe same.

A. Yes, he left real estate consisting of 3½ acres, approximately, in the Third Election District of St. Mary's County, Maryland. It is improved by a dwelling a barn and other outbuildings. Most of the buildings are in a bad state of repair at the present.

Counsel for Plaintiff herewith filed with the Examiner a certified copy of the deed from Wilhelmina C. Hayden to Philip G. Hayden dated September 6, 1940 and recorded in Liber CBG No. 30, folio 445 marked Complainant's Examiner's Exhibit A.

4. Was this property encumbered at the time of your father's death, and is it still mortgaged.

A. Yes, the mortgage is with the County Trust Company of Maryland by mortgaged dated May 18, 1951 and recorded in Liber C.B.G. No. 22, folio 349, This mortgage will be paid out of the proceeds of the sale.

5. Did Philip G. Hayden leave any heirs.

A. Yes, he was a widower at the time of his death and left three children. I am one, there is my sister Rose Cecelia H. Sheridan whose husband is Thomas Sheridan, Jr., and my youngest sister Dianne Hayden. She is single. My husband is Joseph B. Drury. We are all over 21 with the exception of Dianne who is under 21 year old.

6. Have you been appointed Legal Guardian for Dianne, and if so, have you contracted to sell the property of your late father and have you executed a contract for your own behalf and that of your infant sister.

A. Yes, I was legally appointed Guardian of my sister Dianne Hayden by the Orphans' Court for St. Mary's County, Maryland, and I have qualified. I have contracted to sell the property to Paul E. Stauffer for the sum of $8,000.00 cash.

7. Do you consider that this is a fair and adequate price and that it would be to the best advantage of the infant to ratify this sale.

A. Yes, it is certainly a very good offer. We have had the property on the market for some time and this is the only firm offer we have had. The other offers were all tentative and less then $8,000.00 and all fell through. The property is of no use to us andis just depreciateing rapidly. It would be to the best interest and advantage of all of us to sell this property.

Counsel for Plaintiffs herewith files with examiner the Contract between the plaintiff and the defendant and marked Plaintiff's Examiner's Exhibit B.

IN EQUITY NO. A-616

TESTIMONY CONT.

8. What is your intention regarding the payment of costs of this suit.
A. We intend that the costs be paid out of the full purchase price and after payment of debts and costs, the balance be divided equally between us children.

In answer to the general interrogatory propounded to the witness by the examiner she answered NO.

/S/.OLIVER.R..GUYTHER..... /S/.WILHELMINA.H..DRURY.....
Wilhelmina H. Drury

No other witnesses being named or produced before me, I then, at the request of the attorneys for the plaintiff closed the depositions taken in the above case and now return them closed under my hand and seal this 2nd day of March, 1955, together with two exhibits originally filed in the case and filed with the examiner by the attorneys for the plaintiff.

Witness my hand and seal.

./S/.OLIVER.R..GUYTHER.....(SEAL)
Oliver R. Guyther
Examiner in Equity

Costs and expenses of above commission:

To Oliver R. Guyther, Examiner $12.00
Witness fees waived.

CERTIFICATE OF PUBLICATION
(Filed March 21, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended Order Nisi has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary's County, Maryland once a week for 3 successive weeks prior to the 12th day of March, 1955 and that the first publication appeared in the issue of February 17, 1955.

/S/ BEATRICE GREEN

DECREE RATIFYING SALE OF
INFANT'S INTEREST IN REAL ESTATE
(Filed March 23, 1955)

This cause standing ready for hearing and being submitted on Bill, Answer and Testimony, the proceedings were read and considered.

It is thereupon this 22nd day of March, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, adjudged, ordered and decreed that the sale of the interest of the infant in these proceedings mentioned in and to the real estate mentioned and described in the above entitled cause, be and the same is hereby finally ratified and confirmed.

And it is further adjudged, ordered and decreed that Robert E. Wigginton be and he is hereby appointed as trustee to convey the interest of the said Dianne Hayden, infant in and to the said real estate to Paul E. Stauffer, the defendant and purchaser in these proceedings mentioned. The said trustee shall first file in the office of the Clerk of Circuit Court for St. Mary's County, Maryland, a bond to the State of Maryland executed by him with a surety or sureties to be approved by this Court, or the Clerk thereof, in the penalty of Three Thousand ($3,000.00) Dollars conditioned for the faithful performance of the trust reposed in him by this Decree. He shall then, by a good and sufficient deed, to be executed and acknowledged according to law, convey to the purchaser thereof, his heirs and assigns, the interest of the said infant in and to the real estate in these proceedings mentioned, free, clear and discharged from all claims of the parties to this cause or of any person or persons claiming by, from or under them; the said trustee shall then bring into this court, the money arising from the said sale of the interest of the said infant, to be disposed of under the direction and order of this Court, after deducting therefrom a commission of 5% to be paid to John H. Drury and Son as real estate agents, in accordance with the termsof the contract of sale heretofore filed in this cause.

../S/..J..DUDLEY.DIGGES.....

BOND
(Filed March 23, 1955)

KNOW ALL MEN BY THESE PRESENTS; That Robert E. Wigginton, Trustee, as Principal and the Maryland Casualty Company of Baltimore, Maryland, a Maryland corporation, as Surety are held and firmly boundunto theState of Maryland in the full and just sum of Three Thousand dollars, to be paid to the State of Marylandor its certain Attorneys, to which payment well and truly to be made, we bond ourselves and each of us, our, and each of our Heirs, Executors, andAdministrators, jointly and severally, firmly be these presents; Sealed with our seals and dated this 23rd day of March, 1955.

WHEREAS; the above bounded Robert E. Wigginton by virture of a decree of the Honorable, the Judge of the Circuit Court for Saint Mary s County, Maryland, in Equity, has been appointed as Trustee, to sell and convey Real Estate mentioned in the procedings in the case of Diana H. Hayden, infant, Wilhemina H. Drury, guardian and next fried, and Paul E. Stauffer and Olive E. Stauffer, et al, now pending in said Court, being the number A-618.

NOW THE CONDITION.OF.THIS.OBLIGATION.IS.SUCH: that if the above bounden Robert E. Wigginton do and shall, well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by a future decree or order in the premises, then the above obligation to be void, otherwise to be and remain in full force and virture in law.

Signed, Sealed and delivered
in the presence of

/S/.J..DELANEY..JR.....

/S/.J..DELANEY..JR.....

/S/.ROBERT.E..WIGGINTON.....(SEAL)
Robert E. Wigginton
COUNTERSIGNED
MARYLAND CASUALTY COMPANY

By.../S/.JOHN.R..DRURY.....
Attorney-in-fact

IN EQUITY NO. A-616

AUDITORS REPORT
(Filed March 31, 1955)

Robert E. Wigginton, Trustee:
In Account with the proceeds of the sale of the infant's interest in property of which the late Philip G. Hayden died seized and possessed and sold under a decree of Court in the above cause.

To proceeds of sale accountable to Wilhelmina H. Drury, Guardian of Dianne Hayden, infant.....	$2,666.67	.....
By costs and expenses:		
To G. Benedict Greenwell, Clerk, costs		$ 12.50
To Loker and Wigginton, Appr. Fee		30.00
To Oliver R. Guyther, Examiner		10.00
To John R. Drury & Son, Premium on Bond		12.00
To Robert E. Wigginton, Commission of Trustee, 6% on $2,666.67		160.00
To St. Mary's Beacon, 2 orders nisi @$10.00 ea.....		20.00
To W. M. Loker, Jr. Auditor		9.00
To Adjustment 1955 taxes due buyer Paul E. Stauffer		11.97
To County Trust Company of Maryland, mortgagee		
Principapl $1,030.00		
Interest 180.25		
Release .75		1,211.00
To John R. Drury & Son, Commission @ 5% per contract of sale		400.00
TOTALS	$2,666.67	$1,876.47
one third of costs chargeable to infants share		625.49
Balance distributabel to Wilhelmina H. Drury, Guardian of Infant, Dianne Hayden		$2,041.18
	$2,666.67	$2,666.67

To the Honorable, the Judges of Said Court:
Your Auditor begs leave to report that in the above entitled case, after charging the Trustee with the proceeds of the sale of the infants interest accountable to Wilhelmina H. Drury, Guardian of Dianne Hayden, infant, he has allowed for 1/3rd of the costs, expenses and taxes against said proceeds as per the contract of sale. He then distributed the balance to Wilhelmina H. Drury, Guardian of the infant, Dianne Hayden.

Respectfully submitted,

/S/.W..M..LOKER,.JR.....
W. M. Loker, Jr.
Auditor

March 30, 1955

ORDER NISI
(Filed March 31, 1955)

Ordered, by the Circuit Court for St. Mary's County, Maryland, in Equity, this 31st day of March, 1955, that the report of the Auditor, made, stated and filed in the above case will be ratified and confirmed unless cause to the contrary thereof is shown on or before the 6th day of May, 1955, provided a copy of this Order is printed in some newspaper published in St. Mary's County, Maryland, once a week in each of four successive weeks, prior to the 6th day of May, 1955.

/S/.C..BENEDICT.GREENWELL.....
C. Benedict Greenwell, Clerk of the
Circuit Court for St. Mary's County
Maryland.

CERTIFICATE OF PUBLICATION
.....(Filed May 25, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended Order Nisi has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary's County, Maryland, once a week for 4 successive weeks prior to the 6th day of May, 1955 and that the first publication appeared in the issue of 4-7-, 1955.

/S/ BEATRICE GREEN/MEG

FINAL ORDER
(Filed Mary 25, 1955)

ORDERED, BY THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND, IN EQUITY, THIS 25th DAY OF MAY, 1955, THAT THE REPORT OF THE AUDITOR, MADE, STATED AND FILED IN THE ABOVE CASE, BE RATIFIED AND CONFIRMED, NO CAUSE TO THE CONTRARY THEREOF HAVING BEEN SHONN ALTHOUGH DUE NOTICE APPEARS TO HAVE BEEN GIVEN AS BY REFERENCE TO THE CERTIFICATE OF THE PUBLICATION OF THE ORDER NISI WILL MORE FULLY APPEAR.

/S/.J..DUDLEY.DIGGES.....
JUDGE

.....

.....

.....

.....

HINES ENGINEERING CO., INC. A BODY CORPORATE	:	IN THE CIRCUIT COURT FOR
	:	ST. MARY'S COUNTY, MARYLAND
Plaintiff		
	:	
vs.		
	:	
JOSEPH FITZER and all persons having or claiming to have any interest in property designated as Lot 17, Block 2	:	IN EQUITY NO. A-619
	:	

BILL OF COMPLAINT TO FORECLOSE
THE RIGHT OF REDEMPTION
(Filed Eebruary 9, 1955)

To the Honorable, the Judges of said Court:
Your Complainant, Hines Engineering Co., Inc., by Loker and Wigginton, its attorneys respectfully represent:
FIRST: That the Complainant is a corporation authorized to do business in the State of Maryland.
SECOND: That State and County taxes for the year 1952 being unpaid on all that lot in the Sixth Election District of St. Marys County, Maryland designated as Lot 17 Block 2 and assessed in the name of Joseph Fitzer, the County Treasurer for St. Mary's County, Maryland, after due advertisement sold the same at public sale on December 14, 1953 to Hines Engineering, Co., Inc., and at that time, the title of the record was in Joseph Fitzer and accordingly, the County Treasurer issued his certificate of sale dated December 14, 1953, to Hines Engineering Co., Inc., said certificate of sale is filed herewith as part hereof marked Complainants' Exhibit A.
THIRD: That said property was assessed to Joseph Fitzer as Lot 17, Block 2 but is otherwise described as Lot 17, Block 2, Riverwood Farms, St. Mary s Beach and is the same land conveyed to Joseph Fitzer by deed dated August 8, 1951, and recorded in Liber CBG No. 32, folio 226 from Himes Engineering Co., Inc.
FOURTH: That the property has not been redeemed by Joseph Fitzer or by any party in interest, although more than one year from the date of sale has expired.
FIFTH: That the amount necessary for redemption of the aforesaid property is as follows:

1.	To amount of 1952 taxes, interest and cost	$14.90
2.	Interest on purchase price	3.29
3.	1953 taxes plus interest	8.78
4.	1954 taxes plus interest	8.65
		$35.62

To the End therefore:
1. That a decree may be passed foreclosing all rights of redemption of the defendant in and to the property above described.
2. May it please your Honor to grant unto your Complainant the necessary process directed to the Defendant commanding him to be and appear in this Court on some certain day to be hamed therein to answer the premise and abide by and perform such orders or decrees as may be passed therein.
3. That an order of publication be granted unto your Complainant directed to all parties in interest in said property commanding them to appear on some certain day to be named therein to answer the premise to abode by XXX and perform such orde s and decrees as may be passed therein.
4. And for such other and further relief as your Complainant's case may require.
And as in duty bound, etc.

LOKER AND WGGINTON

By: /S/ ROBERT E. WIGGINTON
Solicitors for Complainant

EXHIBIT A
OFFICE OF XXXXXXXXXXX
TREASURER OF SAINT MARY'S COUNTY
Leonardtown, Maryland

I, /S/ J. FRANK BAILEY, Collector of taxes for the State of Maryland and the County, of St. Mary's, hereby certify that on December 14, 1953, I sold to Hines Eng. Co. Inc. at Public Audtion for the sum of 51Dollars and no cents, which was apid in cash, the property in the 6 District, described as Lot 17, Blk 2 and assessed to Joseph Fitzer. The property described herein is subject to redemption. Upon Redemption, the holder of this certificate will be refunded the sum of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 89C of the Acts of 1943, and Acts amendatory thereof. All taxes together with interest thereon accruring subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After December, 14, 1954, a proceeding can be brought to forecclose all rights of redemtpion in the property. This Certificate will be boid unless such a proceeding is brought within two years of the date of this certificate.
Witness my hand and seal, this 14 day of December, 1953.

/S/.J..FRANK.BAILEY.....Seal
Collector

Subscribed and sworn to before me this
14th day of December, 1953. (S E A L)

/S/.JOHN.R..DRURY.....
My Commission expires May 2, 1955.

ORDER OF PUBLICATION
(Filed February 9, 1955)

The object of this proceeding is to secure the foreclosure of all rightsof redemption in thefollowing property sold by the Collector of taxes for St. Mary's County and the State of Maryland to the Complainant, Hines Engineering Co., Inc., Said property is described as "Joseph Fitzer, Lot 17, Block 2 in the Sixth Election District, St. Mary's County, Maryland".
The Bill states, among other things, that the amounts necessry for redemption have not been paid, although more than a year and a day from the date of sale has expired. It is thereupon, this 9th day of February, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, Ordered, that Notice begiven by the insertion of a copy of this Order in some newspaper having a general circulation in St. Mary's County, Maryland, once a week for four successive weeks, warning all persons interested in said property to be and

IN EQUITY NO. A-619

ORDER OF PUBLICATION CONT.

appear in this Court by the 11th day of April, 1955, and redeem the property and answer the Bill or thereafter a funal decree will be rendered foreclosing all rights of redemption in theproperty and vesting in the plaintiff a title free and clear of all encumbrances.

/S/ J. DUDLEY DIGGES
JUDGE

SUBPOENA
(Filed March 8, 1955)

Case No. A-619 Equity

STATE OF MARYLAND
SAINT MARY'S COUNTY, to wit:
To JOSEPH FITZER and all persons having or claiming to have any interest in property designated as Lot 17, Block 2, in the Sixth Election District of St. Mary's County, Maryland, and assessed in the name of Joseph Fitzer:
GREETINGS:

We command and enjoin you that on or before the 11th day of April, 1955, you be and appear in the Circuit Court for St. Mary s County, Maryland, in Equity, to answer the Bill of Complaint of Hines Engineering Company, Inc., a body corporate, exhibited against you in the Circuit Court for St. Mary's County, Maryland, or to redeem the property in said Bill of Complaint.

Hereof, failnot, as you will answe r to the contrary at your peril.

WITNESS, the HONORABLE JOHN B. GRAY, JR., Chief Judge of the Seventh Judicial Circuit 6f Maryland, the 10th day of February, 1955.

ISSUED the 10th day of February, 1955.

TO THE DEFENDANT:

You are notified and warned that if you fail to answer the said Bill of Complaint or to redeem the property described in said Bill of Complaint, mentioned within the time hereinabove set forth, a FINAL DECREE will be rendered foreclosing all rights of redemption in the said property.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk

Solicitors for Complainant:
Loker & Wigginton
Leonardtown, Maryland

SHERIFF'S RETURN
(Filed March 8, 1955)

NON-EST 3/7/55. /S/ ROBERT MIEDZINSKI, SHERIFF

SUBPOENA
(Filed April 14, 1955)
Case No. A-619 Equity

STATE OF MARYLAND
SAINT MARY'S COUNTY, TO WIT:

To OSEPH FITZER and all person having or claiming to have any interest in property designated as Lot 17, Block 2, in the Sixth Election District of St. Mary's County, Maryland, and assessed in the name of Joseph Fitzer:
GREETINGS:

We command and enjoin you that on or before the 14th day of June, 1955, you be and appear in the Circuit Court for St. Mary s County, Maryland, in Equity, to answer the Bill of Complaint of Hines Engineering Company, Inc., a boyd corporate, exhibited against you in the Circuit Court for St. Mary s County, Maryland, or to redeem the property in said Bill of Complaint.

Hereof, fail not, as you will answer to the contrary at your peril.

WITNESS the Honorable JOHN B. GRAY, Chief Judge of the Seventh Judicial Circuit of Maryland, this 14th day of April, 1955.

ISSUED the 14th day of April, 1955.

TO THE DEFENDANT:

You are notified and warned that if you fail to answer the said Bill of Complaint or to redeem the property in said Bill of Complaint mentioned, within the time above set forth, a FINAL DECREE will be rendered foreclosing all rights of redemption in the said property.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk

Solicitors for Complainant:
Loker and Wigginton
Leonardtown, Maryland.

CERTIFICATE OF PUBLICATION
(Filed April 26, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.
This is to certify that the appended Order of Publication has been published in the SAINT MARY'S BEACON, a newspaper, a newspaper published in St. Mary's County, Maryland, once a week for 4 successive weeks prior to the April 11 and that the first publication appeared in the issue of 2-17-, 1955.

/S/ BEATRICE GREEN,
SLB

SHERIFF'S RETURN
(Filed May 6, 1955)

NON-EST 4/23/55. /S/ ROBERT MIEDZINSKI, SHERIFF.

IN EQUITY NO. A-619

DECREE PRO CONFESSO
(Filed May 11, 1955)

It appearing from the proceedings in the above entitled cause that the Order of Publication heretofore filed and issued in these proceedings, has been duly published in the St. Mary's Beacon, a newspaper printed and published in St. Mary s County, Maryland, as prescribed by said Order and that the defendants named in this cause, as well as anyone having or claiming to have an interest in the property designated as Lot 17, Block 2 having failed to appear and answer and redeem the property described in the Bill of Complaint. It is thereupon, this 11th day of May, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, ADJUDGED, ORDERED AND DECREED that the said Bill of Complaint be, and the same is hereby taken Pro Confesso against said defendants Joseph Fitzer and anyone having or claiming to have an interest in the property designated as Lot 17, Block 2, being the property mentioned in the Bill of Complaint, and against all other persons interested in the said property.

../S/.J..DUDLEY.DIGGES.....
Judge

DECREE
(Filed June 13, 1955)

The above cause standing ready for hearing and having been submitted, the Bill of Complaint, Order of Publication and all other papers in these proceedings were carefully read and considered and it appearing therefrom that the Plaintiff is entitled to a decree in the premises, it is thereupon, this 13th day of June, 1955, by the Circuit Court for St. Mary's County, Maryland, ADJUDGED, ORDERED AND DECREED, that the right of redemption of Joseph Fitzer and anyone having or claiming to have ay interest in the property known as Lot 17 Block 2 be and the same is hereby foreclosed and that title tothe land formerly assessed in the nameof Joseph Fitzer being the same described in the Bill of Complaint and sold for non-payment XX of taxes as alledged therein is hereby declared to be vested in Hines Engineering Co., Inc., the plaintiff herein, free and clear of all encumbrances.
And it is further ordered that the Treasurer of St. Mary's County, Maryland, execute a deed, upon service of a copy of this order upon him, conveying said property to Hines Engineering Co., Inc., in fee simple.
It is further ordered that the plaintiff pay the costs of the proceedings.

.../S/.JOHN.B..GRAY,.JR.....
Judge

RULE TO SHOW CAUSE WHY CASE SHOULD NOT BE DISMISSED
(Filed Sept. 19, 1963)

It appearing from the record in these proceedings that there has been no action of record taken by any party in regard to the above styled case for more than one year prior to the date of this Order.

It is therefore this 19th day of September, 1963, ORDERED by the Circuit Court forSt. Mary's County, Maryland, that the above styled cause be dismissed and judgment entered against the Plaintiff for accrued costs unless cause to the contrary be shown on or before thirty days from date of this Order.

It is further ORDERED that the Clerk of this Court mail a true copy of this Order on the day of signing of this Order to the Plaintiff(s) or the attorneys of record, as well as all other parties, or their attorneys of record, who have answered or otherwise filed a responsive pleading.

It is further ORDERED that theClerk shall make a notation on this Order of his compliance with the duties herein imposed upon him.

./S/.PHILIP.H..DORSEY,.JR.....
Judge

CEERK'S CERTIFICATION

I hereby certify that on this 19th day of September, 1963, I did mail a true copy of the aforegoihg Order to:

W. Aleck Loker, Esq.
Leonardtown, Maryland

Robert E. Wigginton, Esq.
Leonardtown, Maryland

RULE TO SHOW CAUSE DISMISSED
(Filed Dec. 12, 1963)

T. HOWARD DUCKETT AND JAMES W. GILL, Trustees	:	IN THE CIRCUIT COURT FOR
Plaintiffs	:	ST. MARY'S COUNTY,
vs.	:	MARYLAND
THE LEXINGTON PARK COMPANY, A Maryland Corporation	:	IN EQUITY NO. A-621
Defendants	:	

PROCEEDINGS TO FORECLOSE DEED OF TRUST
FROM LEXINGTON PARK COMPANY, RECORDED
IN LIBER CBG No. 13, FOLIO 455, OF THE
LAND RECORDS OF ST. MARY'S COUNTY, MD.
(Filed February 11, 1955)

Dear Sir:

Please docket this suit, a proceeding to foreclose a Deed of Trust from The Lexington Park Company a Maryland Corporation, to T. Howard Duckett and James W. Gill, dated July 29, 1947, and recorded in Liber 13, CBG, at folio 455, et seq of the Land Records of St. Mary's County, Maryland.

Also please file original Deed of Trust, and approve, file, and record Trustee's Bond.

/S/ T. HOWARD DUCKETT
T. Howard Duckett

/S/ JAMES W. GILL
James W. Gill
Trustees

/S/ ROBERT EDWARDS
Robert L. Edwards
6019 Baltimore Avenue
Riverdale, Maryland
Attorney for Trustees

DEED OF TRUST
(Filed February 11, 1955)

This Deed, made this 29th day of July, 1947, be and between The Lexington Park Co., a Maryland Corpporation, party of the first part, and T. Howard Duckett and James W. Gill, Trustee as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto Prince Georges Bank and Trut Company Hyattsville, Maryland under the laws of the State of Maryland, in the principal sum of Eighty-One Hundred and no/100 Dollars ($8100.00), with interest from dateat the rate of four per centum (4%) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Forty-two and 77/100 Dollars (42.77), commencing on the first day of September, 1947, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 1972.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustees, or by any person hereby secured, on acount of any litigation at law or in equtiy which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be a danced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises and of one dollar, lawful money of the United States of American, to THE LEXINGTON PARK CO., a Maryland corporation in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant andconvey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the county of St. Mary's XX and State of Maryland, known and distinguished as Lot numbered Twenty-five (25) in Block lettered "R" in the subdivision known as "Patuxent Park, Section 1" in the Eithth Election District of St. Mary s County, State of Maryland, as per plats of said subdivision duly recorded among the Land Records of St. Mary s County in Plat Book CBG numbered 17, Plat 409, and rerecorded in Plat Book CBG numbered 18, Plat 245, one of the land Records of said County.

SUBJECT to building restriction lines and easements as shown on the recorded plats of said subdivision and to convenants and restrictions as imposed by The Lexington Park Co., dated May 2, 1946 and recorded October 31, 1946 among the Land Records of St. Mary s County, State of Maryland.

Including gas range, domestic hot water heater, electric fixtures, shades and screens now installed or used in the premises aforesaid, it being the intention of the parties hereto, their heirs, successors or assigns, that all such equipment and fixtures, as aforesaid, shall become permanently annexed to said premises and a part of the real estate aforesaid and security for the payment of the indebtedness hereinbefore referred to.

together with all theimprovements in anywise appertaining, and all the estate, right, title, interst, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

TO HAVE AND TO HOLD the said property and improvements unto theparty of the second part, its successors assigns

IN AND UPON THE TRESTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issued, and profits theror, to take, have, and apply to and for its sole use and benedit, unitl default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereafter provided.

And upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, atany time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at its cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax

or assessment ir insurance, or expense of litigation, with interest thereon at four and one-half per centum (4½%) per annum from date of such advance (it being herby agreed that on default in the payment of any ground rent,tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the sameand all sums so advanced with interest as aforesaid, shall immediately att ach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perfomm any of theother conditions or covenants herein provided;
then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting ih the execution of this trust, shall deem advantagious and proper; and to convey th same in fee simple, upon compliance with the terms of sale, to, and at the cost, of thepurchaser, or pubchasers thereof, who shall not be required to see to the application of the purcahse money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not; and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and apyable at the election of the holder thereof; and, Lastly, tp pay the remainder of said proceeds, if any there be, to the party of the first part, its successors or assigns, upon the delivery and surrender to the purchase,r his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, or obtainign possession.

And the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and aggrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thrity (30) days prior to prepayment; and PROVIDED FURTHER,That in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for thepayment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount therof, except that in no event shall the adjusted premium exceed the aggretate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof unpon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

0 2. That, together with, and in addition, to the montyly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(a) If this Deed of Trust and the said note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting theholder of the note in funds with which to discharge its obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulations thereunder. The holder of the note shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the party of the first part all payments made under theprovisions of this subsection which the holder of thenote has not become obligated to pay to the Federal Housing Commissioner,

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

(c)All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregaye amount thereof shall be paid by the party of furst part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;
(II) grouhd rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the note secured hereby; and
(IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (150 days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (b) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for graound rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, [redacted] when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the party of the first part shall tneder to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part all payments made under the provisions of (a) of paragraph 2 hereof, which the holder of said note has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note hsall apply, at the time of the commencemtn of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates and other governmental or muncipal charges, fines or impositions, and ground rents, for which provision hasnot been made hereinbefore and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be pauable on demand, shall bear full legal

interest and shall be secured by this Deed of Trust.

5. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies, including war damgage, in such amounts and for such periods as may be required by the holder of the Note and will pay promptly, when, due, any premiums on such insurance, provisions for payment of which has not been made hereinbefore. Allinsurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable caluses in favor of and in form acceptable to the holder of thenote. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. The party of the first part further agrees that should this Deed of Trust and the note secued hereby not be eligible for insurance under the National Housing Act within six (6) months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at is option, declare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting sahll be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

9. That if any suit, action, or proceeding whatso ever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, of any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, includingall counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

The covenants herein contained shall bind, and the benefits and advantages shall insure 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 applicabel to all genders.

WITNESS the corporate seal of the said corporation and the signature of William Goldman, its President, attested by Samuel P. Donis, its Secretary, on the day and year first hereinabove written.

Attest: THE LEXINGTON PARK CO.

/S/ SAMUEL P. DONIS
Samuel P. Donis, Secretary

By /S/ WILLIAM GOLDMAN (SEAL)
William Goldman, President

DISTRICT OF COLUMBIA, SS: to wit:

I HEREBY CERTIFY, That on this 29 day of July, 1947, before me, the subscriber, a Notary Public in and for the District of Columbia aforesaid, personally appeared William Goldman, President of The Lexington Park Co., grantor in the foregoing and annexed deed and he acknowledged the foregoing deed to be the act and deed of the said The Lexington Park Co.

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

/S/ V. EUGNEIA THOMAS
Notary Public

My Commission Expires October 22, 1950.

TRUSTEE'S BOND
(Filed February 11, 1955)

KNOW ALL MEN BY THESE PRESENTS:

That we, T. Howard Duckett and James W. Gill, Trustees, as principals and Maryland Casualty Compnay as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of $7100.00 Dollars to be paid to the said State or its certain Attorney to which payment well and truly to be made and dne, we bond ourselves and each of us, our and each of ur Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 11th day of February, in the year of our Lord, 1955.

WHEREAS the above bounden T. Howard Duckett and James W. Gill, Trustees, by virtue of the power contained in a Deed of Trust from The Lexington Park Compnay, a Maryland Corporation, bearing date the 29th day of July, 1947, and recorded among the Land Records of St. Mary's County, Maryland, in Liber 13 CBG at folio 455 et seq., are about to sell the land and premises described in said Deed of Trust, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden T. Howard Duckett and James W. Gill do and shall well and truly and faithfully perform the trust reposed in them under the Deed of Trust aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or the proceeds therof, 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 T. Howard Duckett and James W. Gill, have hereto set their hands and seals, and the said body corporate has caused these presents to be duly signed by its Agent John R. Drury.

TEST:

/S/ ROBERT EDWARDS

/S/ T. HOWARD DUCKETT (SEAL)
T. Howard Duckett

/S/ JAMES W. GILL (SEAL)
James W. Gill

Approved C. Benedict Greenwell, Clerk
Feb. 11, 1955.

/S/ JEAN E. PAYNE

COUNTERSIGNED
MARYLAND CASUALTY COMPANY
BY: /S/ JOHN R. DRURY
ATTORNEY-IN-FACT

IN EQUITY NO. A-621

CERTIFICATE OF PUBLICATION
(Filed February 28, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.
This is to certify that the appended Trustee's Sale has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks, prior to the 11th day of February, 1955 and that the first publication appeared in the issue of January 13, 1955.
SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. DOYLE

TRUSTEE'S SALE

Under and by virtue of the power of sale contained in a certain deed of trust from The Lexington Park Co., a Maryland Corporation to the undersigned trustees, dated the 29th day of July, 1947, and recorded among the land records of St. Mary's County, Maryland in liber 13 CBG at Folio 455, default having occurred under the terms thereof, and at the requent of the parties and at the request of theparties secured thereby, the undersigned will offer for sale at public auction in front of the Court House Door, in Leonardtown, Maryland on Friday, February 11, 1955 at 12:30 o'clock P.M. all that property in said deed of trust described as follows: Lot numbered Twenty-five (25) in Block lettered "R" in the subdivision known as "Patuxent Park", "SEction 1" in the Eighth Election District of St. Mary's County, State of Maryland, as per plats of said subdivision duly recorded among the Land Records of St. Mary's County in Plat Book CBG numbered 17, Plat 409, and recorded in Plat Book CBG numbered 18, Plat 245 one of the LandRecords of said County. Subject to building restriction lines and easements as shown on the recorded plats of said subdivision and to covenants and restrictions as imposed by The Lexington Park Co., dated May 2, 1946 and recorded October 31, 1946 among the Land Records of St. Mary's County, State of Maryland.

This property is improved by a two story frame dwelling with one and one-half baths and all mondern conveniences.

Terms of Sale: A cash deposit of $1,000.00 will be required at the time of the sale, the balance to be payable in cash within ten days after ratification of the sale by the Circuit Court, with interest on said balnace from the day of sale to the date of settlement. All adjustments will be made as of the day of sale, all costs of conveyancing, including revenue stamps are to be paid by the purchaser.

T. Howard Ducket
James W. Gill,
Trustees

Robert L. Edwards,
Attorney for Trustees,
6019 Baltimore Ave,
Riverdale, Maryland

ORDER NISI
(Filed Febreary 28, 1955)

ORDERED, this 28th day of February, 1955, by the Circuit Court for St. Mary's County, Maryland, that the sale of the aproperty mentioned in these procedings made and reported by T. Howard Duckett and James W. Gill, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of Marych, next provied a copy of this Order be inserted in some newspaper published in said County once in each of three successive weeks before the 22nd day of Marych, next.

The report states the amount of sale to be $6,000.00.

/S/ C. BENEDICT GREENWELL
Clerk of the Circuit Court for St. Mary's County

REPORT OF SALE
(Filed February 28, 1955)

The report of T. Howard Duckett and James W. Gill, trustees under a certain Deed of Trust from The Lexington Park Company, a Maryland Corporation, dated July 29, 1947, and recorded among the Land Records of St. Mary's County, Maryland in Liber 13 CBG at folio 455, default having occurred under the terms of said Deed of Trust, is as folows:

That after having given bond with surety for the faithful performance of the trust as required by law, and after giving due notice of the time, place, manner and terms of sale by advetisement inserted in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for four (4) successive weeks before the day of sale, James W. Gill, one of the Trustees, did pursuant to said advetisement attend the sale in front of the Court House dorr at Leonardtown, Maryland on February 11, 1955, at 12:30 P.M. and then and there did proceed to sell the property mentioned in said advertisement, as conteyed by said Deed of Trust, and sold the same to Burlington Savings Bank at and for the sum of $6,000.00

The trustees further report that said sale was fairly made and brought a fair price.

/S/ T. HOWARD DUCKETT
T. Howard Duckett

/S/ JAMES W. GILL
James W. Gill

BEFORE the undersigned, a Notary Public in and for the Distict of Columbia aforesaid, personally appeared T. Howard Duckett and James W. Gill, Trustees, and made oath in due form of law that the facts contained in the foreing report of sale are true to the best of thier knowledge and belief.

WITNESS my hand and officeial seal this 18th day of February, 1955.

/S/ V. EUGEN IA THOMAS
Notary Public

AUCTIONERR'S CERTIFICATE
(Filed February 28, 1955)

I HEREBY CERTIFY that on this 11th day of February, A.D., 1955, I offered for sale at public auction the property described in the annexed advertisement and sold the same to Burlington Savings Bank at and for the sum of Six Thousand and no/100 ($6,000.00) Dollars, which was the highest bid made.
I FURTHER CERTIFY that the sale was fairly made.

WITNESS my hand and seal this 11th day of February, A.D., 1955.

/S/ EUGENE F. BEADEL
Auctioneer

IN EQUITY NO. A-621

AFFIDAVIT OF INDEBTEDNESS
(Filed March 2, 1955)

DISTRICT OF COLUMBIA:ss:

I HEREBY CERTIFY that on this 25th day of February, 1955, before me, the subscriber, a Notary Public in and for the District of Columbia aforesaid, personally appeared in said District of Columbia William W. Lynch, Treasurer of The Metropolitan Mortgage Company, servicing agent for Burlington Savings Bank, who made oath in due form of law that Burlington Savings Bank is the holder of the deed of trust note date July 29, 1947, from The Lexington Park Compnay in the amount of Eight-one hundred ($8,100.00) Dollars, securing Prince Geroges Bank and Trust Compnay endorsed to Burlington Savingings Bank, said note secured by deed of trust of even date from The Lexington Park Company to T. Howard Duckett and James W. Gill, Trustees, duly recorded among the Land Records of St. Mary's County, Maryland, in liber 13 CBG at folio 455, said deed of trust conveying Lot 25, Block R, in the wubdivision known as Patruxent Park, Sectionl, as per plats of said subdivision recorded among the Land Records of St. Mary's County, in Plat Book CBG 17, Plat 409, and rerecorded in Plat Book CBG 18, Plat 245, that there is still due and payable on account of said note to Burlington Savings Bank on February 11, 1955, date of the sale of the above described property foreclosing the deed of trust securing payment of said note, the saum of Six Thousand Seven Hundred Sixty-seven and 92/100 ($6,767.92) Dolars, including accrued interest to that date, exclusive of all set-offs and just grounds of defense.

/S/ WILLIAM W. LYNCH
William W. ynch, Treasurer of The Metropolitan Mortgage Company, Servicing Agent for Burlington Savings Bank

Subscribed and sworn to before methis 25th day of February, A.D., 1955.

/S/ [redacted] JANE WHITESIDES
NOTARY PUBLIC, D.C.

My Commission expires February 14, 1960.

ORDER OF FINAL RATIFICATION
(Filed April 26, 1955)

ORDERED, this 26th day of April, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale made and reported in the above entitled cause be, and the same is hereby finally ratified and confirmed, no cuase to the contrary having been shown, although due notice appears to have been tiven as required by the Order Nisi heretofore passed and published in said cause; and the trustees are allowed the usual commissions and such proper expenses as they shall produce vouchers for Robert E. Wigginton, Auditor to whom this cause is hereby referred.

/S/ J. DUDLEY DIGGES
Judge

CERTIFICATE OF PUBLICATION
(Filed April 26, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.
This is to certify that the appended Order Nisi has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary's County Maryland, once a week for three successive weekds prior to the March 22, 1955 and that the first publication appeared in the issue of March 3, 1955.

/S/ BEATRICE GREEN/ S.L.B.

CERTIFICATE OF PUBLICATION
(Filed May 11, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.
This is to certify that the appended Trustee's Sale hax been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once for fourt successive weeks, prior to the 11th day of February, 1955, and that the first publication appeared in the issue of January,13, 1955.
SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA LL DOYLE

BILL
(Filed May 11, 1955)

ST. MARY'S BEACON
Weekly Since 1839
Leonardtown, Maryland
Greenwood 5-7061

4-30-55

Oliver Guyther

Date	Description	Credits	Charges	Balance
2-3-10-17	Order Nisi A621		10.00	
1-13-20-27-2-3	Trustees Sale 9"			

BILL
(Filed May 11, 1955)

THE ENTERPRISE

Branch News Office
Washington Street
Leonardtown, Maryland
Greenweood 5-2131

Main Office
330 Great Mills Road
Lexington Park, Maryland
Great Mills 2-1011

IN EQUITY NO. A-621

BILL CONT.

LOKER AND GUYTHER
LEONARDTOWN, MD.

Amount 42.75

Date	Description	Charges	Credits	Balance
	Lot #1 - Block R Trustee's Sale 1/13/55/ thru 2/3/55	42.75		42.75

AUDITOR'S REPORT
(Filed May 13, 1955)

TO. HOWARD DUCKETT AND JAMES W. GILL, TRUSTEES

In account with the proceeds from the sale of the real estate sold by them under the terms of the Deed of Trust filed herein,

1955:
February 11-to procedds of sale as per report $6,000.00

By Costs and expenses as follows:

To C Benedict Greenwell, Clerk, his fee		$ 19.75
To T. Howard Duckett and James W. Gill, Trustees commission, 1% of $6,000.00		60.00
To Robert L. Edward, attorney for Trustees		150.00
To The Enterprise, Publication of notice of sale		42.75
To St. Mary's Beacon, Publication of 2 orders nisi		20.00
To John R. Drury & Son, Bond Premium		28.40
To Eugene F. Beadel, Auctioneer		25.00
To. Robert E. Wiggtinton, Spedial Auditor		18.00
TOTALS	$6,000.00	363.90
AMOUNT TO BALANCE		5,636.10
	$6,000.00	$6,000.00

Balance Distributable as above	$5,636.10	
Distribution:		
By amount to partially satisfy debt due Burlington Savings Bank, note holder secured by Deed of Trust filed herein		$5,636.10
	$5,636.10	$5,636.10

Defeciency due Burlington Savings Bank $1,131.82

TO THE HONORABLE, THE JUDGES OF SAID COURT
Your Auditor begs leave to report that in the above case, after charging the trustees with the proceeds of the sale of the property sold by them in said case, he has allowed costs and expenses as per vouchers filed therein. He then distributed the balance to T Howard Duckett and James W. Gill, Trustees for Burlington Savings Bank to partially satisy its deed of trust as per statement of debt filed. He then allowed as a deficiency to the said Burlington Savings Bank the balance of said debt remaining after partially satisfying the same.

Respectfully submitted:

/S/ ROBERT E. WIGGINTON
Robert E. Wigginton, Special
Auditor

ORDER NISI
(Filed May 19, 1955)

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity this 19th day of May, 1955, tha the report of the Auditor made, stated and filed in the above entitled cause be ratified and confirmed unless cause to the contrary be shown on or before the 14th day of June, 1955, provided a copy of this Order be published once a week for three successive weeks in some newspaper published in St. Mary's County, Maryland, prior to the 14th day of June, 1955.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell
Clerk of the Circuit Court
for St. Mary's, County, Md.

T. HOWARD DUCKETT JAMES W. GILL, Trustees Plaintiffs	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
THE LEXINGTON PARK COMPANY, A Maryland Corporation Defendants	*	ST. MARY'S COUNTY
	*	MARYLAND
	*	IN EQUITY NO. A-622

PROCEEDINGS TO FORECLOSE DEED OF TRUST
FROM LEXINGTON PARK COMPANY TO DUCKETT
AND GILL, RECORDED IN LIBER CBG NO. 13,
AT FOLIO 471 OF THE LAND RECORDS OF ST.
MARY'S COUNTY, MARYLAND
(Filed February 11, 1955)

Dear Sir:

Please docket this suit, a proceeding to foreclose a Deed of Trust from The Lexington Park Company, a Maryland Corporation, to T. Howard Duckett and James W. Gill, dated July 29, 1947, and recorded in Liber 13 CBG at folio 471, et seq. of the Land Records of St. Mary's County, Maryland.

Also, please file original Deed of Trust, and approve, file, and record Trustee's Bond.

/S/ T. HOWARD DUCKETT
T. Howard Duckett

/S/ JAMES W. GILL
James W. Gill
Trustees

/S/ ROBERT EDWARDS
Robert L. Edwards
6019 Baltimore Avenue
Riverdale, Maryland
Attorney for Trustees

DEED OF TRUST

THIS DEED, made this 29 day of July, 1947, by and between THE LEXINGTON PARK CO., a Maryland Corporation party of the first part, and T. Howard Duckett and James W. Gill, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto Prince Georges and Trust Compnay, Hyattsville, Maryland, a corporation organized and existing under the laws of the State of Maryland, in theprincipal sum of Eighty-One Hundred and no/100 Dollars ($8100.00), with interest from date at the rate four per centum (4%) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promisory note bearing even date herewith and payable in monthly installments of Forty-Two and 77/100 Dollars ($42.77), commencing on the first day of September, 1947, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 1972.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to THE LEXINGTON PARK CO., a Maryland corporation in hand paid by the party of the second part, the receipt of which, before the sealing and deliverof these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, thefollowing-described land and premises, situate in the county of St. Mary's and State of Maryland, known and distinguished as Lot numbered Twenty-seven (27) in Block lettered "R" in the subdivision known as "Patuxent Park, Section 1" in the Eighth Election District of St. Mary's County, State of Maryland, as per plats of said subdivision duly recorded among the Land Records of St. Mary's County, in Plat Book CBG numbered 17, Plat 409, and re-recorded in Plat Book CBG numbered 18, Plat 245, one of the Land Records of said County.

SUBJECT to building restriction lines and easements as shown on the recorded plats of said subdivision and to covenants and restrictions as imposed by The Lexington Park Co., dated May 2, 1946 and recorded October 31, 1946 among the Land Records of St. Mary's County, State of Maryland.

INCLUDING gas range, domestic hot water heater, el ectric fixtures, shades and screens now installed or used in the premises aforesaid, it being the intention of the parties hereto, their heirs, successors or assigns, that all such equipment and fixtures, as aforesaid, shall become permanently annexed to said premises and a part of the real estate aforesaid and security for the payment of the indebtedness hereinbefore referred to.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

TO HAVE AND TO HOLD the said property and improvements unto theparty of the second part, its successors and assigns

IN AND UPON THE TRUST, NEVERTHELESS, hereinafter delcared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy thesaid described land and premises, and the rents, issues, and profits thereof, to take have and apply to and for its sole use and benefit, until default be made in the payment of any manner of indebted ness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as hereinprovided, and all other proper costs, charges, commissions, half-commissions, and expenses at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at its cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance all al hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at four and one-half per-annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent,

tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for case, in one parcel atsuch time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the appli cation of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, its successors or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

And the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Prinvilege is reserved to pay the debt in whole, or in any amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thrity (30) days prior to prepayment; and PROVIDED FURTHER, That in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note accured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(a) If this Deed of Trust and the said note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting theholder of the note in funds with which to discharge its obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulations thereunder. The holder of the note shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of theparty of the first part all payments made under the provisions of this subsection which the holer of the note has not become obligated to pay to the Federal Housing Commissioner.

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

(c) All payments mentioned inthe two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;
(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the note secured hereby; and
(IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part uner (b) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for graound rents,taxes, or assessments or insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the party of the first part shall tender to the holer of said note, in accordance with the privisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part all payments made under the privisions of (a) of paragraph 2 hereof, which the holder of said note has not become obligated to pay to the Federal Housing Commissioner, and any there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise afterwise after default, the holder of the note shall apply, at the time of the commenc ment of such proceedings, or at the time the property is otherwise acquired, the balnace then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payment s which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessment, water rates and other governmental or municipal charges, fines or impositions, and ground rents, for which provisions has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of thenote; and in default of such payment by the party of the first part, theholder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

5. That he will keep the said premises in as good order and condition as they are now and will note commit or permit any waste thereof, reasonable wear and tear excepted.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards,

casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premiums in such insurance, provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note andhave attached thereot loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to theholder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance compnay concerned is hereby authorized and directed to makepayment for such loss directly to theholder of the note instead of to theparty of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holde of the note at its option either to the reduction of theindebtedness hereby secured or to the restoration of repair of the property damaged. In event of foreclosure of this Deed of Trut or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, andinterest of the party of the first part in and to any insurance plicies then in force shall pass to the purchser or grantee.

7. The party of the first part furthr agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under National Housing Act within six (6) months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequentto the time from the date of this Deed of Trust, declining to insure said note and this Deedof Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and apyable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full lega interest.

9. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created or any of the trust of property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of the said corporation and the signature of William Goldman, its President, attested by Samuel P. Donis, its Secretary, on the day and year first hereinabove written.

Attest: THE LEXINGTON PARK CO.

/S/.SAMUEL.P..DONIS..... By:../S/.WILLIAM.GOLDMAN.....(SEAL)
Samuel P. Donis, Secretary William Goldman, President

DISTRICT OF COLUMBIA, SS: to wit:

I HEREBY CERTIFY, That on this 29 day of July, 1947, before me, the subscriber, a Notary Public in and for the District of Columbia aforesaid, personally appeared William Goldman, President of The Lexington Park Co., grantor in theforegoing and annexed deed and he acknowledged the foregoing deed to be the act and deed of the said The Lexington Park Co.

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

:../S/.V..EUGENIA.THOMAS.....
Notary Public

My Commission Expires October 22, 1950 V. EUGENIA THOMAS

TRUSTEES' BOND
(Filed February 11, 1955)

KNOW ALL MEN BY THESE PRESENTS:

That we, T. Howard Duckett and James W. Gill, Trustees, as principals and Maryland Casualty Company as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of $7,100.00 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bond ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these prestns.

SEALED with our seàleddated this 11th day of February, in the year of our Lord 1955.

WHEREAS the above bounden T. Howard Duckett and James W. Gill, Trustees, by virtue of the power contained in a Deed of Trust from The Lexington Park Company, a Maryland Corporation, bearing date the 29th day of July, 1947, and recorded among the Land Records of St. Mary's County, Maryland, in Liber 13 CBG at folio 471 et seq. are about to sell the land and premises described in said Deed of Trust, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden T. Howard Duckett, and James W. Gill do and shall well and truly and faithfully perform the trust reposed in them under the Deed of Trust aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to be void, otherwise to be remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden T. Howard Duckett and James W. Gill have hereto set their hands and seals, and the said body corporate has caused these presents to be duly signed by its Agent, John R. Drury.

./S/.T..HOWARD.DUCKETT.....(SEAL)
T. Howard Duckett

/S/.ROBERT.L..EDWARDS..... /S/.JAMES.W..GILL.....(SEAL)
James W. Gill

Approved
/S/ C. BENEDICT GREENWELL, CLERK
FEB. 11, 1955

COUNTERSIGNED
Maryland Casualty Company

BY../S/.JOHN.R..DRURY.....
Attorney-infact

/S/ JEAN E. PAYNE, WITNESS

CERTIFICATE OF PUBLICATION
(Filed February 28, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.

This is to certify that the appended Trustee's Sale has been published in THE ENTERPRISE, a newsapaper

IN EQUITY NO. A-622

CERTIFICATE OF PUBLISATION CONT.

published in St. Mary's County, Maryland, once a week for four successive weeks, piror to the 11th day of February, 1955 and that the first publication appeared in the issue of January, 13, 1955.
SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. DOYLE

REPORT OF SALE
(Filed February 28, 1955)

The report of Tl Howard Duckett and JamesW. Gill, Trustees under a certain Deed of Trust from The Lexington Park Company, a Maryland Corporation, dated July 29, 1947, and recorded among the Land Records of St. Mary's County, Maryland, in Liber 13 CBG at folio 451, default having occurred under the terms of said Deed of Trust, is as follows:

That after having given bond with surety for the faithful performance of the trust as required by law, and after giving due notice of the time, place, manner and terms of sale by advertisement inserted in The Enterprose, a newspaper published in St. Mary's County, Maryland, once a week for four (4) successive weeks before the day of sale, JamesW. Gill, one of the Trustees, did pursuant to said advertisement attend the sale in fron of the Court House door at Leonardtown, Maryland on February 11, 1955, at 12:40 P.M. and then and there did proceed to sell the property mentioned in said advertisement, as conveyed by said Deed of Trust, and sold the same to Vurlington Savings Bank at and for the sum of $6,000.00

The trustees further report that said sale was fairly made and brount a fair price.

/S/.T..HOWARD.DUCKETT.....
T. Howard Duckett

/S/.JAMES.W..GILL.....
James W. Gill

BEFORE the undersigned, a Notary Public in and for the District of Columbia aforesaid, persnally appeared T. Howard Duckett and James W. Gill, Trustees, and made oath in due form of law that the facts contained in the foregoing report of sale are true to the best of their knowledge and belief.

WITNESS my hand and official seal this 10th day of February, 1955.

/S/ V. EUGENIA THOMAS
Notary Public

V. EUGENIA THOMAS

ORDER NISI
(Filed February 28, 1955)

ORDERED, this 28th day of February, 1955, by the Circuit Court for St. Mary's County, Maryland, that the sale of the property mentioned in these proceedings made and reported by T. Howard Duckett and James W. Gill, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of March, next provided a copy of this Order be inserted in some newspaper published in said County once in each of three successive weeks before the 22nd day of March, next.

The report states the amount of sale to be $6,000.00

/S/ C. BENEDICT GREENWELL
Clerk, of the Circuit Court for St. Mary's County.

AUCTIONEER'S CERTIFICATE
(Filed February 28, 1955)

I HEREBY CERTIFY that on this 11th day of February A.D., 1955, I offered for sale at public auction the property described in the annexed advertisement and sold the same to Burlington Savings Bank at and for the sum of Six Thousand and no/100 ($6,000.00) Dollars, which was the highest bid made.

I FURTHER CERTIFY that the sale was fairly made.

WITNESS my hand and seal this 11th day of February A.D., 1955.

/S/ EUGENE F. BEADEL
Auctioneer

DEED OF TRUST NOTE

$8100.00

Hyattsville, Maryland
July 29, 1947

FOR VALUE RECEIVED, the undersigned promise(s) to pay to PRINCE GEORGES BANK AND TRUST COMPANY, HYATTSVILLE, MARYLAND or order, the princepal sum of Eighty-One Hundred and no.100 Dollars ($8100.00) with interest from date at the rate of four per centum (4%) per annum on the unpaid balance until paid, said principal and interest being payable at the office of Prince Georges Bank and Trust Company, in Hyattsville, Maryland or at such other place as the holder hereof may designate in writing, in monthly installments of Forty-two and 77/100 Dollars ($42.77), commencing on the first day of September, 1947, and on the first day of each month thereafter until the principal and interest are fully paid except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 1972.

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

Presentment, protest and notice are hereby waived.

THE LEXINGTON PARK CO.

By: /S/ WILLIAM GOLDMAN
William Goldman, President

Attest: SAMUEL P. DONIS
Samuel P. Donis, Secretary

IN EQUITY NO. A-622

DEED OF TRUST NOTE CONT.

THIS IS TO CERTIFY that this is the note described in, and secured by, a Deed of Trust of even date herewith and in the same principal amount as herein stated to T. Howard Duckett and James W. Gill, Trustee(s), on real estate located in St. Mary's County, State of Maryland, and known as: Lot numbered 27 in Block lettered, R, "Patuxent Park Sectionl", as per plats of said subdivision recorded among the Land Records of St. Mary s County, in Plat Book CBG 17, Plat 409, and rerecorded in Plat Book CBG 18, Plat 245.

Dated this 29 day of July, 1947.

/S/ V. EUGENIA THOMAS
Notary Public

AFFIDAVIT OF INDEBTEDNESS
(Filed March 2, 1955)

DISTRICT OF COLUMBIA, SS:

I HEREBY CERTIFY that on this 25th day of February, 1955, before me, the subscriber, a Notary Public in and for the District of Columbia aforesaid, personally appeared in said District of Columbia William W. Lynch, Treasurer of The Metropolitan Mortgage Company, servicing agent for Burlington Savings Bank, who made oath in due form of law that Vurlington Savings Bank is the holder of the deed of trust note dated July 29, 1947, from The Lexington Park Company in the amount of Eighty-one hundred ($8,100.00) Dollars, securing Prince Georges Bank and Trust Company endorsed to Burlington Savings Bank, said note secured by deed of trust of even date from The Lexington Park Company to T. Howard Duckett and James W. Gill, Trustees, duly recorded among the Land Records of St. Mary's County, Maryland, in Liber 13 CBG at folio 451, said deed of trust conveying Lot 27, Block R, in the subdivision known as Patuxent Park, Section 1, as per plats of said subdivision recorded among the Land Records of St. Mary's County, in Plat Book CBG 17, Plat 409, and rerecorded in Plat Book CBG 18, Plat 245, that there is still due and payable on account of said note to Burlington Savings Bank on February 11, 1955, date of the sale of the above described property foreclosing the deed of trust securing payment of said note, the sum of Six ThousandSeven Hundred Sixty-seven and 92/100 ($6,767.92) Dollars, including accrued interest to that date, exclusive of all set-offs and just grounds of defense.

/S/ WILLIAM W. LYNCH
William W. Lynch, Treasurer of The Metropolin Mortgage Company, Servicing Agent for Burlington Savings Bank

SUBSCRIBED and sworn to before me this 25th day of February, A.D., 1955.

/S/ JANE WHITESIDES
Notary Public, D.C.

My Commission expires February 14, 1960

ORDER OF FINAL RATIFICATION
(Filed April 28, 1955)

ORDERED, this 26th day of April, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale made and reported in the above entitled cause be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears tohave been given as required by the Order Nisi heretofore passed and published in said cause; and the trustees are allowed the usual commissions and such proper expenses as they shall produce vouchers for to Robert e. Wigginton, Agent to whom this cause cause is referred.

/S/ J. DUDLEY DIGGES
Judge

CERTIFICATE OF PUBLICATION
(Filed April 26, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.

This is to certify that the appended Order Nisi has been published in the Saint Mary's Beacon, a newspaper published in St. Mary s County Maryland, once a week for 3 successive weeks prior to the March 22, 1955 and that the first publication appeared in the issue of 3-3,1955

/S/ BEATRICE GREEN/S.L.B.

BILL
(Filed May 11, 1955)

ST. MARY'S BEACON
Leonardtown, Md.
Greenwood 5-7061

4-30-55

Oliver Guyther

Date	Description	Credits	Charges	Balance
2-3-10-17	Order Nisi A-622		10.00	
1-13-20-27-2-3	Trustee's Sale 9"			

JOHN R. DRURY & SON
Insurance-Real Estate
Leonardtown, Maryland

2-11-55

To Loker and Guyther T. Howard Duckett & James W. Gill

Date of Policy	No. of policy	Company	Debit	Credit
2-11-55	Bond	Maryland Cas. Ins. Co. (Equity 622A)	$28.40	

IN EQUITY NO. A-622

THE ENTERPRISE
(Filed May 11, 1955)

Branch News Office
Washington Street
Leonardtown, Maryland
Greenwood 5-2131

Main Office
330 Great Mills Rd.
Lexington Park, Maryland
Great Mills 2-1011

LOKER AND GUYTHER
LEONARDTOWN, MARYLAND

Amount $42.75

Date	Description	Charges	Credits	Balance
	Lot #25 - Block R			
	Trustee's Sale 1/13 thru 2/3/55	42.75		42.75

AUDITOR'S REPORT
(Filed May 13, 1955)

T. HOWARD DUCKETT AND JAMES W. GILL, TRUSTEES

In account with the proceeds from the sale of the real estate sold by them under the terms of the Deed of Trust filed herein.

1955		
February 11-to proceeds of sale as per report	$6,000.00	
By costs and expenses as follows:		
To C. Benedict Greenwell, Clerk, his fee		$ 19.75
To T. Howard Duckett and James W. Gill, Trustees Commission, 1% of $6,000.00		60.00
To Robert L. Edwards, Attorney for Trustees		150.00
To the Enterprise, Publication of Notice of Sale		42.75
To St. Mary x Beacon, Publication of 2 orders nisi @ 10.00		20.00
To John R. Drury & Son, Premium on Bond		28.40
To eugene F. Beadel, Auctioneer		25.00
To Robert E. Wigginton, Special Auditor		18.00
TOTALS	$6,000.00	363.90
AMOUNT TO BALANCE		$5,636.10
	$6,000.00	$6,000.00
Balance Distributable as above	$5,636.10	
Distribution:		
By amount to partially satisfy debt due Burlington Savings Bank, note holder secured by Deed of Trust filed herein		$5,636.10
	$5,636.10	$5,636.10
Deficiency due Burlington Savings Bank		$1,131.82

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Auditor begs leave to report that in the above case, after charging the trustees with the proceeds of the sale of the property sold my them in said case, he has allowed costs and expenses as per vouchers filed therein. He then distributed the balance to T. Howard Duckett and James W. Gill, Trustees for Burlington Savings Bank to partially satisfy its Deed of Trust as per statement of debt filed. He then allowed as a deficiency to the said Burlington Savings Bank the balance of said debt remaining after partially satisfying same.

RESPECTFULLY SUBMITTED

/S/ ROBERT E. WIGGINTON
Robert E. Wigginton, Special Auditor

ORDER NISI
(Filed May 19, 1955)

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity, this 19th day of May, 1955, that the report of the Auditor made, stated and filed in the above entitled cause be ratified and confirmed unless cause to the contrary be shown on or before the 14th day of June, 1955, provided a copy of this Order be published once a week for three successive weeks in some newspaper published in St. Mary's County, Maryland, prior to the 14th day of June, 1955.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell,
Clerk of the Circuit Court for
St. Mary's Courty, Maryland

T. HOWARD DUCKETT, AND JAMES W. GILL Trustees Plaintiff	*	IN THE CIRCUIT COURT FOR
vs.	*	ST. MARY'S COUNTY, MARYLAND
THE LEXINGTON PARK COMPANY, A Maryland Corporation	*	IN EQUITY NO. A-623

PROCEEDINGS TO FORECLOSE DEED OF TRUST FROM LEXINGTON PARK COMPNAY TO DUCKETT AND GILL, RECORDED IN LIBER 13, CBG at FOLIO 451, OF THE LAND RECORDS OF ST. MARY'S COUNTY, MARYLAND
(Filed February 11, 1955)

Dear Sir:

Please docket this suit, a proceeding to foreclose a Deed of Trust from The Lexington Park Company, a Maryland Corporation, to T. Howard Ducekt and James W. Gill, dated July 29, 1947, and recorded in Liber 13 CBG at folio 451, et seq of the Lsnd Records of St. Mary's County, Maryland.

Also, please file original Deed of Trust, and approve, file, and record Trustee's Bond.

/S/ T. HOWARD DUCKETT
T. Howard Duckett

/S/ JAMES W. GILL
James W. Gill

Trustees

/S/ ROBERT L EDWARDS
Robert L. Edwards
6019 Baltimore Avenue
Riverdale, Maryland

DEED OF TRUST

THIS DEED, made this 29 day of July, 1947, by and between The Lexington Park Co., a MarylandCorpoaion party of the first part, and T. Howard Duckett and James W. Gill, Trustee's as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is just indebted into Prince Geroges Bank and Trust Company, Hyattsville, Maryland, a corporation organized and existing under the laws of the State of Maryland, in the principal sum of Eighty-One Hundred and no/100 Dollars ($8100.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments ofForty Two and 77/100 Dollars ($42.77), commencing on the first day of September, 1947, and on the first day of each month thereafter until theprincipal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due andpayable on the first day of August, 1972.

AND WHEREAS, the party of the first part desires to secure the prompt paymentof said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substitted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or theproperty hereinafter mentioned, andof all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to THE LEXINGTON PARK CO., a Maryland Corporation in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the county of St. Mary's and State of Maryland, known and distinguished as Lot numbered One (1) Eighth lection District of St. Mary's County, State of Maryland, as per plats of said subdivision duly recorded among the Land Records of St. Mary's County in Plat Book CBG numbered 17, Plat 409, and rerecorded in Plat Book CBG numbered 18, Plat 245, one of the Land Records of said County.

SUBJECT, to building restriction lines and easements as shown on the recorded plats of said subdivision and to covenants and restrictions as imposed by The Lexington Park Co., dated May 2, 1946, and recorded October 31, 1946 among the Land Records of St. Mary's County, State of Maryland.

INCLUDING gas range, domestic hot water heater, electric fixtures, shades and screens now installed or used in the premises aforeaid, it being the intention of the parties hereto, their heirs, successors or assigns, that all such equipment and fixtures, as aforesaid, shall become permanently annexed to said premises and a part of the real estate aforesaid and security for the payment of the indebtedness hereinbefore referred to.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or othe wise however, of the party of the first part, of, in, to, or out of the said land and premises.

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

IN AND UPON THE TRUST, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issues and profits thereof, to take, have and apply to and for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenats as hereinafter provided.

And upon the full paymentof all of said note and in the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at its cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as thereinprovided or in the paymentof any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at four and one-half (4½) percentum per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, theholder of said note may pay the same and all sums

so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of theother conditions or covenants herein provided; then upon any and every such default beign so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shll be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with theterms of sale, to, and at the cost, of, thepurchaser or purchasers thereof, who shall not be required to see to the application of thepurchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' fees and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid,, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and becomeimmediately due andpayable at the election of the holder thereof; and Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, its successors or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of thepremises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

And the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thrity (30) prior to prepayment; and under the provisions of the National Housing Act, all parties liable for thepayment of same, whether principal, surety, guarantor or endorser, agree to be jointly andseverally bound to pay to the holder of thenote secured hereby an adjusted premium charge of one per centum (1%) of theoriginal principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal of principal and interest payable under the terms of the note secured hereby, he will pay to the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(a) If this Deed of Trust and the said note secured hereby are insured under the privisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the holder of thenotein funds with which to discharge its obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National HousingAct, as amended, and Regulations thereunder. The holder of the note shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the party of the first part all payments made under the provisions of this subsection which the holder of the note has not become obligated to pay to the Federal Housing Commissioner.

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

(c) All payments mentioned in the two PRECEDING SUbsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of thenote to the following items en the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;
(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums
(III) interest on the note secured hereby; and
(IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (b) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes, or assessments or insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part all payments made under the provisions of (a) of paragraph 2 hereof, which the holder of said note has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of thenote acquires the property otherwise after default, the holder of thenote shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

5. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards casualties and contingencies, including war damage, in such amounts for such periods as may be required by the holder of the note and will pay promptly, when due, and premiums on such insurance, provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note andhave

attached thereto loss payable clauses in favor of and in form acceptable to the holder of the hote. In event of loss he will give immediate notice by mail to the holder of the note, who may makeproof of loss if not made promptly by the party of the first part, andeach insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in formce shall pass to the purchaser or grantee.

7. The party of the first part further agrees that should this Deed of Trust and thenote secured hereby not be eligible for insurance under the National Housing Act within six (6) months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note, may, at its option, declare all sums secured hereby immediately due and parable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustees or Trustee acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

9. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

The covenants herein contained shall bind, and the benefits and advantages shall insure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereot. Whenever used the singular number shall inslude the plurald, theplural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of the said corporation and the signature of William Goldman, its President, attested by Samuel P. Donis, its Secretary, on the day and year first hereinabove written.

Attest:

THE LEXINGTON PARK CO.

/S/ SAMUEL P. DONIS
Samuel P. Donis, Secretary

/S/ WILLIAM GOLDMAN
William Goldman, President

DISTRICT OF COLUMBIA, SS: to wit:

I HEREBY CERTIFY, That on this 29th day of July, 1947, before me, the subscriber, a Notary Public in and for the District of Columbia aforesaid, personally appeared William Goldman, President of The Lexington Park Co., grantor in the foregoing and annexed deed and he acknowledged the foregoing deed to be the act and deed of the said The Lexington Park Co.

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

/S/ V. EUGENIA THOMAS
Notary Public

My Commission Expires October 22, 1950.

TRUSTEE'S BOND
(Filed February 11, 1955)

KNOW ALL THESE MEN BY THESE PRESENTS:

That we, T. Howard Duckett and James W. Gill, Trustees, as principals and Maryland Casualty Company as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Dollars, to be paid to the said State 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, Executors, Administrators, Successors or Assigns, jointly, and severally, firmly by these presents.

SEALED with our seals and dated this 11th day of February, in the year of our Lord, 1955.

WHEREAS the above bounden T. Howard Duckett and James W. Gill, Trustees, by virtue of thepower contained in a Deed of Trust from the Lexington Park Company, a Maryland Corporation, bearing date the 29th day of July, 1947, and recorded among the Land Records of St. Mary's County, Maryland, in Liber 13 CBG at folio 451, et seq., are about to sell the land and premises described in said Deed of Trust, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden T. Howard Duckett and James W. Gill do and shall well and truly and faithfully perform the trust reposed in them under the Deed of Trust aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden T. Howard Duckett and James W. Gill have hereto set their hands and seals, and the said body corporate has cuased these presents to be duly signed by its AGENT JOHN R. DRURY.

/S/ T. HOWARD DUCKETT (SEAL)
T. Howard Duckett

TEST:

/S/ ROBERT EDWARDS

/S/ JAMES W. GILL (SEAL)
James W. Gill

COUNTERSIGNED
Maryland Casualty Company

/S/ APPROVED
C. BENEDICT GREENWELL CLERK
FEB. 11, 1955.

By /S/ JOHN R. DURY
ATTORNEY-IN-FACT

IN EQUITY NO. A-623

AUCTIONEER'S CERTIFICATE
(Filed February 28, 1955)

I HEREBY CERTIFY that on this 11th day of February A.D., 1955, I offered for sale at public auction the property described in the annexed advertisement and sold the same to Burlington Savings Bank at and for the sum of Six Thousand One Hundred and 00/100 ($6,100.00) Dollars, which was the highest bid made.

I FURTHER CERTIFY that the sale was fairly made.

WITNESS my hand and seal this 11th day of February A.D., 1955.

/S/ EUGENE F. BEADEL
Auctioneer

REPORT OF SALE
(Filed February 28, 1955)

The Report of T. Howard Duckett and James W. Gill, trustees, under a certain Deed of Trust from The Lexington Park Compnay, a Maryland Corporation, dated July 29, 1947, and recorded among the Land Records of St. Mary's County, Maryland in Liber 13 CBG at folio 471, default having occurred under the terms of said Deed of Trust, is as follows:

That after having given bond with surety for the faithful performance of the trust as required by law, and after giving due notice of the time, place, manner and terms of sale by advertisement inserted in The Enterprise, a newspaper published in St. Mary's County, Maryland, once a week for four (4) successive weeks before the day of sale, James W. Gill, one of the Trustees, did pursuant to said advertisement attend the sale in front of the Court House door at Leonardtown, Maryland on February 11, 1955, at 12:10 P.M. and then and there did proceed to sell the property mentioned in said advertisement, as conveyed by said Deed of Trust, and sold the same to Burlington Savings Bank at and for the sum of $6,100.00.

The trustees further report that said sale was fairly made and brought a fair price.

/S/ T. HOWARD DUCKETT
T. Howard Duckett

/S/ JAMES W. GILL
James W. Gill

Before the undersigned, a Notary Public in and for the DISTRICT OF COLUMBIA aforesaid, personally appeared T. Howard Duckett and James W. Gill, Trustees, and made oath in due form of law that the facts contained in the foregoing report of sale are true to the best of their knowledge and belief.

WITNESS my hand and official seal this 18 day of February, 1955.

/S/ V. EUGENIA THOMAS
Notary Public

ORDER NISI
(Filed February 28, 1955)

ORDERED, this 28th day of February, 1955, by the Circuit Court for St. Mary's County, Maryland, that the sale of the property mentioned in these proceedings, made and reported by T. Howard Duckett and James W. Gill, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of March, next provided a copy of this Order be inserted in some newspaper published in said County once in each of three successive weeks before the 22nd day of March, next.

The report states the amount of sale to be $6,100.00.

/S/ C. BENEDICT GREENWELL
Clerk of the Circuit Court for St. Mary's County

AFFIDAVIT OF INDEBTEDNESS
(Filed ~~XXXXXX~~ March 2, 1955)

DISTRICT OF COLUMBIA, ~~SS~~:

I HEREBY CERTIFY that on this 25th day of February, 1955, before me, the subscriber, a Notary Public in and for the District of Columbia aforesaid, personally appeared in said District of Columbia William W. Lunch, Treasurer of The Metropolitan Mortgage Company, servicing agent for Burlington Savings Bank, who made oath in due form of law that Burlington Savings Bank is the holder of the deed of trust note dated July 29, 1947, from The Lexington Park Company to T. Howard Duckett and James W. Gill, trustees, duly recorded among the Land Records of St. Mary s County, Maryland, in Liber 13 CBG at folio 471, said deed of trust conveying Lot 1, Block R, in the subdivision known as Patuxent Park, Section 1, as per plats of said subdivision recorded among the Land Records of St. Mary s County, in Plat Book CBG 17, Plat 409, and rerecorded in Plat Book CBG 18, Plat 245, that there is still due and payable on account of said note to Burlington Savings Bank on February 11, 1955, date of the said of the above desdribed property foreclosing the deed of trust securing payment of said note, the sum of Six Thousand Seven Hundred Sixty-seven and 92/100 ($6,767.92) Dollars, including accrued interest to that date, exclusive of all set-offs and just grounds of defense.

/S/ WILLIAM W. LYNCH
William W. Lynch, Treasurer of The
Metropolitan Mortgage Company,
Servicing Agent for Burlington
Savings Bank

SUBSCRIBED and sworn to before me this 25th day of February A.D., 1955.

/S/ JANE WHITESIDES
Notary Public, D.C.

My Commission expires February 14, 1960.

IN EQUITY NO. A-623

ORDER OF FINAL RATIFICATION
(Filed April 28, 1955)

ORDERED, this 26th day of April, 1955, by the Circuit Court for Prince George's County, Maryland, in Equity, that the sale made and reported in the above entitled cause be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice apprears to have been given as required by the Order Nisi heretofore passed and published in said cause; and the trustees are allowed the usual commissions and such proper expenses as they shall produce bouchers for to Robert E. Wigginton, Special Auditor, to whom this cause is hereby referred.

/S/ J. DUDLEY DIGGES
JUDGE

CERTIFICATE OF PUBLICATION
(Filed May 11, 1955)

IN THE circuit court FOR ST. MARY'S COUNTY, MARYLAND.
This is to certify that the appended Trustee's Sale has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks, prior to the 11th day of February, 1955 and that the first publication appeared in the issue of January 13, 1955.

SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. DOYLE

BILL
(Filed May 11, 1955)
ST. MARY'S BEACON
Weekly Sincy 1830
Leonardtown, Maryland
Greenwood 5-7061

4-30-55

Oliver Guyther

Date	Description	Credits	Charges	Balance
1-3-10-17	Order Nisi A 623		10.00	

CERTIFICATE OF PUBLICATION
(Filed May 11, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND
This is to certity that the appended Order Nisi has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland, once a week for 3 successive weeks prior to the March 22, 1955 and that the first publication appeared in the issue of March 3, 1955.

/S/ BEATRICE GREEN
S.L.B.

BILL
(Filed May 11, 1955)
THE ENTERPRISE

Branch News Office
Washington Street
Leonardtown, Maryland
Greenwood 5-2131

Main Office
330 Great Mills Road
Lexington Park, Maryland
Great Mills 2-1011

Loker and Guyther
Leonardtown, Md.

Amount 42.75

Date	Description	Charges	Credits	Balance
	Lot #27 - Block R Trustee's Sale			
	1/13/55 thru 2/3/55	42.75		42.75

BILL
(Filed May 11, 1955)
JOHN R. DRURY & SON
Insurance - Real Estate
Leonardtown, Maryland

Date 2-11-55

To Loker and Guyther T. Howard Duckett & James W. Gill

Date of Policy	Number of Policy	Company	Debit	Credit
2-11-55	Bond	Maryland Casualty Ins. Co. (Equity 623A)	28.40	

IN EQUITY NO. A-623

AUDITOR'S REPORT
(Filed May 13, 1955)

T. H

T. HOWARD DUCKETT AND JAMES W. GILL, TRUSTEES

In account with the proceeds from the sale of the real estate sold by them under the termsof the Deed of Trust filed herein.

1955		
February 11 - to proceeds of sale as per report	$6,100.00	
By costs and expenses as follows:		
To C. Benedict Greenwell, Clerk, his fee		$ 19.75
To T. Howard Duckett and James W. Gill, Trustees, commission 1% of $6,100.00		61.00
To Robert L. Edwards, Attorney for trustees		150.00
To. The Enterprise, Publication of notice of sale		42.75
To The St. Mary's Beacon, Publication of 2 orders nisi @ $10.00		20.00
To John R. Drury & Son, Premium on bond		28.40
To Eugene F. Beadel, Auctioneer		25.00
To Robert E. Wigginton, Special Auditor		18.00
TOTALS	$6,100.00	$ 364.90
AMOUNT TO BALANCE		$5,735.10
	$6,100.00	$6,100.00
Balance distributable as above	$5,735.10	
Distribution:		
By amount to partially satisfy debt due Burlington Savings Bank, note holder secured by Deed of Trust filed herein		$5,735.10
	$5,735.10	$5,735.10
Deficiency due Burlington Savings Bank		$1,032.82

TO THE HONORABLE, THE JUDGES OF SAID COURT:
Your Auditor begs leave to report that in the above case, after charging the trustees with the proceeds of the sale of the property sold by them in said case, he has allowed costs and expenses as per vouchers filed therein. He then distributed the balance to T. Howard Duckett and James W. Gill, trustees for Burlington Savings Bank to partially satify its Deed of Trust as per statement of the debt filed herein. Thenhe allowed asa deficiency to the said Burlington Savings Bank the balance of the debt remaining after partially satisfying same.

RESPECTFULLY SUBMITTED:

/S/ ROBERT E. WIGGINTON
Robert E. Wigginton, Special Auditor

ORDER NISI
(Filed May 19, 1955)

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 19th day of May, 1955, that the report of the Auditor made, stated and filed in the above entitled cause be ratified and confirmed unless cause to the contrary be shown on or before this 14th day of June, 1955, provided a copy of this Order be published once a week for three successive weeks in some newspaper published in St. Mary's County, Maryland, prior to the 14th day of June, 1955.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell
Clerk of the Circuit Court for
St. Mary's County, Maryland

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND
As a Court of Equity

T. Howard Duckett and James W. Gill Trustees	)	
vs.	)	EQUITY NOL A-624
The Lexington Park Company, a Maryland Corporation	)	

PROCEEDING TO FORECLOSE A DEED OF TRUST FROM THE LEXINGTON PARK, CO. A MARYLAND CORPORATION, TO T. HOWARD DUCKETT AND JAMES W. GILL, DATED JULY 29, 1947 AND RECORDED IN LIBER 13 CBG AT FOLIO 457, ET SEQ., OF THE LAND RECORDS OF ST. MARY'S COUNTY, MARYLAND.
(Filed February 11, 1955)

Dear Sir:

Please docket this suit, a proceeding to forclose a Deed of Trust from The Lexington Park Company, a Maryland Corporation, to T. Howard Duckett and James W. Gill, dated July 29, 1947 and recorded in Liber 13 CBG at folio 457, et seq., of the Land Records of St. Mary's County, Maryland.

Also, please file original Deed of Trust, and approve, file and record Trustee's Bond.

/S/ T. HOWARD DUCKETT
T. Howard Duckett

/S/ JAMES W. GILL
James W. Gill
Trustees

/S/ ROBERT L. EDWARDS
Robert L. Edwards
6019 Baltimore Avenue
Riverdale, Maryland
Attorney for Trustees

DEED OF TRUST
(Filed February 11, 1955)

THIS DEED, made this 29 day of July, 1947, by and between TTHE LEXINGTON PARK COMPANY, a Maryland corporation, party of the first part, and T. Howard Duckett and James W. Gill, Trustees, as hereinafter set forth, Barty of the second part:

WHEREAS, the party of the first part is just indebted unto Prince Georges Bank and Trust Company, Hyattsville, Maryland, a corporation orgaized and existing under the laws of the State of Maryland, in the principal sum of Eighty-One Hundred and no/100 Dollars ($8100.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid balance until paid, for which amountthe said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installmentsof Forty-Two and 77/100 Dollars ($42.77), Commencing on the first day of September, 1947, and on the fisrt day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 1972.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and inteest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustees, or by any person hereby secured, on account of any litigation at law ~~on~~ in Equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration the premises, and of one dollar, lawful money of the United States of America, to THE LEXINGTON PARK CO., a Maryland corporation in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the county of St. Mary's and State of Maryland, known and distinguished as Lot numbered Twenty-four (24) in Block lettered "R" in the subdivision known as "Patuxent Park, Section 1" in the eithth Election District of St. Mary's County, State of Maryland, as per plats of said subdivision duly recorded among the Land Records of St. Mary's County in Plat Book CBG numbered 17, Plat 409, and rerecorded in Plat Book CBG numbered 18, Plat 245, one of the Land Records of said County.

SUBJECT to building, restriction lines and easements as shown on the recorded plats of said subdivision and to covenants and restrictions as imposed by The Lexington Park Co., dated May 2, 1946, and recorded October 31, 1946 among the Land Records of St. Mary's County, State of Maryland,

INCLUDING gas range, domestic hot water heater, electric fixtures, shades and screens now installed or used in the premises aforesaid, it being the intention of the parties hereto, their heirs, successors or assigns, that all such equpment and fixtures, as aforesaid, shall become permanently annexed to said premises and a part of the real estate aforesaid and security for the payment of the indebtedness hereinbefore referred to.

together with all the improvements in anywise apperatining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise ~~XXX~~ however, of the party of the first part, of, in, to, or out of the said land and premises.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigsn.

IN AND UPON THE TRUST, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to ahd for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

And upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commission, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at its cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard

insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at four and one-half per centum (4½%) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second, part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note, shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, its successors or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

And the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebredness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in any amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is griven at least thirty (30) days prior to prepayment; and PROVIDED FURTHER, That in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Commissioner on account of mortgage interest.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(a) If this Deed of Trust and the said note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the holder of thenote in funds with which to discharge its obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulations thereunder. The holder of the note shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the party of the first part all payments made under the provisions of this subsection which the holder of thenote has not become obligated to pay to the Federal Housing Commissioner.

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

(c) All payments mentioned in the two preceding subssections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in theorder set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;
(II) ground rents, if any, taxes, special assessmen s, fire and other hazard insurance premiums;
(III) interest on the note secured hereby; and
(IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (b) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (b) of paragraph 2 preceinging shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the partyof the first part all payments made under the provisions of (a) of paragraph 2 hereof, which the holder of said note has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) paragraph 2 hereof. If premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, wate rates and other governmental or municipal charges, fines or impositions, and graound rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by the party of the fi rst part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

5. That he will keep the said premises in as good order and condition as they are now and will not

commit or permit any waster thereof, reasonable wear and tear excepted.

6. That he will keep the improvements now existing or hereafter erected on the said premises inusred as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the holder of thenote and will pay promptly, when due, any premiums on such insurance, provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of thenote and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of thenote, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to theparty of the first part and the holder of thenote jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. The party of the first part further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within six (6) months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, asherein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured inlike manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

9. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the cllection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matte s hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal of the said corporation and the signature of William Goldman, its President, attested by Samuel P. Donis, its Secretary, on the day and year first hereinabove written.

Attest: THE LEXINGTON PARK COMPANY

/S/ SAMUEL P. DONIS
Samuel P. Donis, Secretary

By /S/ WILLIAM GOLDMAN,
William Goldman, President.

DISTRICT OF COLUBMIA, SS: to wit:

I HEREBY CERTIFY That on this 29 day of July, 1947, before me, the subscriber, a Notary Public in and for the District of Columbia aforesaid, personally appeared William Goldman, President of The Lexington Park, Co., grantor in the foregoing and annexed deed and he acknowledged the foregoing deed to be the act and deed of the said The Lexington Park Co.

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

MY Commission Expires October 22, 1950.

/S/ V. EUGENIA THOMAS
Notary Public
V. EUGENIA THOMAS

TRUSTEE'S BOND
(Filed February 11, 1955)

KNOW ALL MEN BY THESE PRESENTS:

That we, T. Howard Duckett and James W. Gill, Trustees, as principals and Maryland Casualty Company as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of $7100.00 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 ourseals and dated this 11th day of February, in the year of our Lord, 1955.

WHEREAS the above bounden T. Howard Duckett and James W. Gill, Trustees, by virtue of the power contained in a Deed of Trust from The Lexington Park Company, a Maryland Corporation, bearing date the 29th day of July, 1947, and recorded among the Land Records of St. Mary's County, Maryland, in Liber 13 CBG at folio 457, et seq., are about to sell the land and premises described in said Deed of Trust, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden T. Howard Duckett and James W. Gill, do and shall well and truly and faithfully perform the trust reposed in them under the Deed of Trust aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or the proceeds threof, 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 T. Hoard Duckett and James W. Gill have hereto set theri hands and seals, and the said body corporate has caused these presents to be duly signed by its agent, John R. Drury.

/S/ T. HOWARDYDUCKETT (SEAL)
T. Howard Duckett

TEST:

/S/ JAMES W. GILL (SEAL)
James W. Gill

/S/ ROBERT EDWARDS

Approved
/S/ C. BENEDICT GREENWELL
CLERK
Feb. 11, 1955.
/S/ JEAN E. PAYNE

COUNTERSIGNED
Maryland Casualty Company

By /S/ JOHN R. DRURY

IN EQUITY NO. A-624

AUCTIONEER'S CERTIFICATE
(Filed February 28, 1955)

I HEREBY CERTIFY that on this 11th day of February A.D., 1955, I offered for sale at public auction the property described in the annexed advertisement and sold the same to Burlington Savings Band at and for the sum of Six Thousand and no/100 ($6,000.00) Dollars, which was the highest bidjmade.

I FURTHER CERTIFY that the sale was fairly made.
WITNESS my hand and seal this 11th day of February A.D., 1955.

/S/ EUGENE F. BEADEL
Auctioneer

CERTIFICATE OF PUBLICATION
(Filed February 28, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.

This is to certify that the appended Trustee's Sale has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks, prior to the 11th day of February, 1955, and that the first publication appeared in the issue of January 13, 1955.

SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. DOYLE

TRUSTEE'S SALE

Under and by virtue of the power of sale contained in a certain deed of trust from The Lexington Park Company, a Maryland Corpo ation to the undersigned trustees, dated the 29th day of July, 1947, and recorded among the land records of St. Mary's County, Maryland in liber 13 CBG at folio 457, defaulthaving occured under the terms thereof, and at the request of the parties secured thereby, the undersigned will offer for sale at public auction in front of the Court House Door, in Leonardtown, Maryland on Friday, February 11, 1955 at 12:20 o'cbcok P.M. all that property in said deed of trust described as follows: Lot numbered Twenty four (24) in Block lettered "R" in the subdivision known as "Patuxent Park, Section 1" in the Eighth Election District of St. Mary's County, State of Maryland, as per plats of said subdivision duly recorded among the Land Records of St. Mary's County in Plat Book CBG numbered 17, Plat 409, and rerecorded in Plat Book CBG numbered 18, Plat 245, one of the Land Records of said County. Subject to building restriction lines and easements as shown on the recorded plats of said subdivision and to covenants and restrictions as imposed by The Lexington Park Co., dated May 2, 1946, and recorded October 31, 1946 among the Land Records of St. Mary's County, State of Maryland.

This property is improved by a two story frame dwelling with one and one-half baths and all modern coveniences.

Terms of Sale: A cash deposit of $1,000.00 will be required at the time of the sale, the balance to be payable in cash within ten days after ratification of the sale by the Circuit Court, with interest on said balance from the day of sale to the date of settlement. All adjustments will be made as of the day of sale, all costs of conveyancing, including revenue stamps are to be paid by the purchaser.

T. Howard Duckett
James W. Gill
Trustees

Robert L. Edwards,
Attorney for Trustees,
6019 Baltimore Ave.
Riverdale, Maryland

REPORT OF SALE
(Filed February 28, 1955)

The report of T. Howard Duckett and James W. Gill, trustees under a certain Deed of Trust from The Lexington Park Company, a Maryland Corporation, dated July 29, 1947, and recorded among the Land Record s of St. Mary's County, Maryland in Liber 13 CBG at folio 457, default having occurred under the terms of said Deed of Trust, is as follows:

That after having given bond with surety for the faithful performance of the trust as required by law, and after giving due notice of the time, place, manner and terms of sale by advertisement inserted in The Enterprise, a newspaper published in St. Mary's County, Maryland, once a week for four(4) successive weeks before the day of sale, James W. Gill, one of the Trustees, did pursuant to said advertisement attend the sale in front of the Court House door at Leonardtown, Maryland on February 11, 1955 at 12:20 P.M. and then and there did proceed to sell the property mentioned in said advertisement, as conveyed by sadd deed of Trust, and sold the same to Burlington Savings Bank at and for the sum of $6,000.00.

The trustees further report that said sale was fairly made and brought a fair price.

/S/ T. HOWARD DUCKETT
T. Howard Duckett

/S/ JAMES W. GILL
James W. Gill

DISTRICT OF COLUMBIA) ss,:

BEFORE the undersigned, a Notary Public in and for the aforesaid, personally appeared T. Howard Duckett and James W. Gill, Trustees, and made oath in due form of law that the facts contained in the foregoing report of sale are true to the best of their knowledge and belief.

WITNESS my hand and official seal this 18th day of February, 1955.

/S/ V. EUGENIA THOMAS
NOTARY PUBLIC D.C.

IN EQUITY NO. A-624

ORDER NISI
(Filed Feb. 28, 1955)

ORDERED, this 28th day of February, 1955, by the Circuit Court for St. Mary's County, Maryland, that the sale of the property mentioned in these proceedings made and reported by T. Howard Duckett and James W. Gill, Trustees, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 28th day of March, next provided a copy of this Order be inserted in some newspaper published in said County once in each of three successive weeks before the 22nd day of March, next.

The report states the amount of sale to be $6,000.00

/S/ C. BENEICT GREENWELL
Clerk of the Circuit Court for St. Mary's County

AFFIDIVIT OF INDEBTEDNESS
(Filed March 2, 1955)

DISTRICT OF COLUMBIA, SS:

I HEREBY CERTIFY that on this 25th day of February, 1955, before me, the subscriber, a Notary Public in and for the District of Columbia aforesaid, personally appeared in said District of Columbia William W. Lynch, Treasurer of The Metropolitan Mortgage Company, servicing agent for Burlington Savings Bank, who made oath in due form of law that Burlington Savings Bank is the holder of the deed of trust note dated July 29, 1947, from The Lexington Park Company in the amount of Eighty-one hundred ($8,100.00) Dollars, securing Prince Georges Bank and Trust Company endorsed to Burington Savings Bank, said note secured by deed of trust of even date from The Lexington Park Company to T. Howard Duckett and James W. Gill, Trustees, duly recorded among the Land Records of St. Mary's County, Maryland, in Liber 13 CBG at folio 457, said deed of trust conveying Lot 24, Block R, in the subdivision known as Patuxent Park, Section 1, as per plats of said subdivision recorded among the Land Records of St. Mary's County, in Plat Book CBG 17, Plat 409, and re-recorded in Plat Book CBG 18, Plat 245, that there is still due and payable on account of said note to Burlington Savings Bank on February 11, 1955, date of the sale of the above described property foreclosing the deed of trust securing payment of said note, the sum of Six Thousand Seven Hundred Sixty-seven and 92/100 ($6,767.92) Dollars, including accrued interest to that date, exclusive of all set-offs and just grounds of defense.

/S/ WILLIAM W. LYNCH
William W. Lynch, Treasurer of The
Metropolitan Mortgage Company, Servicing
Agent for Burlington Savings Bank.

SUBSCRIBED and sworn to before me this 25th day of February, A.D., 1955.

/S/ JANE WHITESIDES
Notary Public, D.C.

My Commission expires February 14, 1960.

FINAL ORDER OF RATIFICATION
(Filed April 28, 1955)

ORDERED, this 26th day of April, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale made and reported in the above entitled cause be, and the same ishereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi heretofore passed and published in said cause; andthe trustees are allowed the usual commissions and such proper expenses as they shall produce vouchers for to Robert E. Wigginton, Special Auditor, to whom this cause is hereby referred.

/S/ J. DUDLEY DIGGES
JUDGE

CERTIFICATE OF PUBLICATION
(Filed May 11, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYALDN

This is to certify that the appended Trustee's Sale has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks, prior to the 11th day of February, 1955, and that the first publication appeared in issue of January 13, 1955.

SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. DOYLE

BILL
(Filed May 11, 1955)

ST. MARY'S BEACON
Weekly Since 1839
Leonardtown, Maryland
Greenwood 5-7061

4-30-55

Oliver Guyther

Date	Description	Credits	Charges	Balance
1-3-10-17	Order Nisi A-624		10.00	
1-13-20-27-2-3	Trustee's Sale 9"			

IN EQUITY NO. A-624

BILL
(Filed May 11, 1955)

JOHN R. DRURY & SON
Insurance - Real Estate
Leonardtown, Maryland

2-11-55

To Loker & Guyther T. Howard Duckett & James W. Gill

Date of Policy	Number of Policy	Company	Debit	Credit
2-11-55	Bond	Maryland Cas. Ins. Co. (Equity 624A)	$28.40	

CERTIFICATE OF PUBLICATION
(Filed April 26, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended Order Nisi has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary's County Maryland, once a week for 3 successive weeks prior to the March 22, 1955 and that the first publication appeared in the issue of 3-3, 1955.

/S/ BEATRICE GREEN
S.L.B.

AUDITOR'S REPORT
(Filed May 13, 1955)

T. HOWARD DUCKETT AND JAMES W. GILL, TRUSTEES

In account with the proceeds from the sale of the real estate sold by them under the terms of the Deed of Trust filed herein.

1955		
February 11-to proceeds of sale as per report	$6,000.00	
By costs and expenses as follows:		
To. C. Benedict Greenwell, Clerk, fee		$ 19.75
To T. Howard Duckett and James W. Gill, Trustees, Commission 1% of $6,000.00		60.00
To. Robert L. Edwards, Attorney for Trustees		150.00
To. The Enterprose, Publication of Notice of Sale		42.75
To. St. Mary's Beacon, Publication of 2 orders nisi @ $10.00		20.00
To. John R. Drury & Son, Bond Premium		28.40
To Eugene F. Beadel, Auctioneer		25.00
To. Robert E. Wigginton, Special Auditor		18.00
TOTALS	$6,000.00	$ 363.90
AMOUNT TO BALANCE		5,636.10
	$6,000.00	$6,000.00
Balance distributable as above	$5,636.10	
Distribution:		
By amount to partially satisfy debt due Burlington Savings Bank, note holder, secured by Deed of Trust filed herein		$5,636.10
	$5,636.10	$5,636.10
Deficiency due Burlington Savings Bank		$1,131.82

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Auditor begs leave to report that in the above case, after charging the trustees with the proceeds of the sale of the property sold by them in the said case, he has allowed costs and expenses as per vouchers filed therein. He then distributed the balance to T. Howard Duckett and James W. Gill, Trustees for the Burlington Savings Bank to partially satisfy its Deed of Trust as per statement of debt filed in the said cause. He then allowed as a deficiency to the said Burlington Savings Bank the balance of said debt remaining after partially staisfying the same.

Respectfully submitted:

/S/.ROBERT.E..WIGGINTON.....
Robert E. Wigginton, Special Auditor

ORDER NISI
(Filed May 19, 1955)

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 19th day of May, 1955 that the report of the Auditor made, stated and filed in the above entitled cause be ratified and confirmed unless cause to the contrary be shown on or before the 14th day of June, 1955, provided a copy of this Order be published once a week for three successive weeks in somenewspaper published in St. Mary's County, Maryland, prior to the 14th day of June, 1955.

./S/.C..BENEDICT.GREENWELL.....
C. Benedict Greenwell
Clerk of the Circuit Court
for St. Mary's County, Maryland

IN EQUITY NO. A-625

IN THE MATTER OF THE SALE OF THE MORTGAGED PREMISES OF GEORGE C. WILKINSON AND DORIS M. WILKINSON, HIS WIFE, BY W. M. LOKER, JR., ASSIGNEE	* * * *	IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND IN EQUITY NO. A-625

ORDER TO DOCKET SUIT
(Filed February 11, 1955)

Mr. Clerk:

Please docket the above-entitled case, file Plaintiff's Exhibits "A", "B" and "C" and statement of the mortgage debt, and prescribe the penalty in the bond to be furnished by the Assignee.

/S/.W..M..LOKER..JR.....
W. M. Loker, Jr., Assignee.....

PLAINTIFF'S EXHIBIT "A"

Liber 34 Page 211
THIS MORTGAGE

Made this 10 day of March in the year one thousand nine hundred and fifty-four, by and between GEORGE C. WILKINSON AND DORIS M. WILKINSON, his wife, parties of the first part, and NORMAN E. WILLIAMS, party of the second part:

WHEREAS, the Parties of the First Park, Geroge C. Wilkerson and Doris N. Wilerkson, his wife, stand justly and bonafide indebted unto Norman E. Williams in the full sum of Three Hundred ($300.00) Dollars, for which amount they have given their one certain promissory note of even date herewith, with interest at the rate of six (6%) percentum per annum. Said principal and accrued interest to be due and payable on demand.

and wish to better secure the punchtual paymentof said note by the execution of this Mortgage, which was a condition precedent to the making of saidnote.

Now THIS MORTAGE WINESSETH, that in consideration of the premises and of the sum of Ten Dollars the said parties of the first part do grant unto the said party of the second part, in fee simple, all that piece or parcel of graound situate, lying and being in St. Mary's County, State of Maryland, and described as follows, to wit:

A part of a tract or parcel of land called and known as part of Blackistone Farm in the 6th Election District of St. Mary's County, State of Maryland, called and known as "Part of Blackistone", and described as follows: Beginning for the same at an iron bar set on the east side of the road leading frm the Public road running through "Blackistone Farm" towards Wilbur L. Riemenenider's residence, a boundary of Benjamin R. Wilkinson's lot, thence running and binding on the east side of the said road North 41 deg. East 77 feet to a stake set on the east side of the said road a boundary of Charles H. Wilkinson's lot, thence with the south line of Charles H. Wilkinson's lot South 55 degrees, 30 min. East 137 feet to a stake a boundary of said Wilkinson's lot and on the west line of L. F. lloyd's land, thence with the west line ofthe said Lloyd's land South 26 deg. West 95 feet to a stake set on the said west line of Lloyds' land and at a boundary of Charles H. Wilkinson's lot, thence with the north line of the said Charles H. Wilkinson's land, North 49 deg. West 161 feet to the first beginning, containing Twenty-eight one hundredths (28/100) of an acre of land.

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 TO TO HOLD the aforesaid parcel of ground and premises unto and to the proper use add benefit of the party of the second part his heirs and assigns forever.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigs, shall pay or cause to be paid the aforesaid note, according to the tenor thereof, and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

AND it is agreed that, until default be made in the premises, the parties of the first part shall possess the aforesaid property, upon paying in the menatime, all taxes and assessments, public duesaand charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged propertyp which taxes, assessments, public dues, charges, mortgage debt and interest the said parties of the first part for themselves and for their heirs, executors, administrators and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said party of the second part heirs and assigns or Ernest A. Loveless, Jr. their attorney or agent, at any time after such default, to sell the property hereby mortgaged or so much thereof aw may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns and which sale shall be made in manner followsing, viz.: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in St. Mary's County, Maryland, which time, place, manner and terms of sale shall be fixed by the party or parties selling; andin the event of a a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply, FIRST yo yhr psymrny og sll rcprndrd invifrny yo duvh dslr, invlufinh sll yscrd sddrddrf on yhr ptoprtyy hereby mortgaged, overedue and paid by the mortgagee or holder of this Mortgage, and commissions tothe part making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of the Circuit Court for St. Mary's County, sitting in equity; SECONDLY, to the payment of all claims of the said Mortgageee his personal representatives and assigns under this Mortgage whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND IT IS FURTHER AGREED that if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commission above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement, and other legal costs.

AND the said parties of the first part for themselves and for their heirs, executors, administrators and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged land to the amount of at least Three Hundred Dollars, and to cause the policy, to be effected thereon, to be so framed or indorsed, as, in case of fire, to inure to thebenefit of the said party of the second part, his personal representatives and assigns to the extent of his, her or their lien or claim hereunder.

WITNESS their hands and seals

TEST;./S/.DAVID.SACUS.....

../S/.GEORGE.C..WILKINSON.....(SEAL)
George C. Wilkinson
../S/.DORIS.M..WILKINSON.....(SEAL)
Doris M. Wilkinson

IN EQUITY NO. A-625

DISTRICT OF SOLUMBIA ss:

I HEREBY CERTIFY that on this 10 day of March in the year of our Lord one thousand nine hundred and 54 before the subscriber, a Notary Public of the said District of Columbia in and for the District afoesaid, personally appeared in said District of Columbia, Norman E. Williams the within-named Mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide, as therein set forth.

WITNESS my hand and official seal

/S/.DAVID.SACHS.....

My Commission Expires 14 Aug., 1956

ASSIGNMENT

FOR VALUE RECEIVED I hereby assign the within Mortgage to Ernest A. Loveless, Jr., for purpose of foreclosure.

WITNESS my hand and seal this 26th day of April, 1954.

TEST: ./S/.KENNETH.J..SCHWARTZ ...../S/.NORMAN.E..WILLIAMS.....(SEAL)

PLAINTIFF'S EXHIBIT "B"

ASSIGNMENT

FOR VALUE RECEIVED I hereby assign the within Mortgage to William M. Loker, Jr., for the purpose of foreclosure.

WITNESS my hand and seal this 23rd day of December, 1954.

TEST:

/S/.C..ANN.DEAN..... /S/..ERNEST.A..LOVELESS,.JR.....(SEAL)

PLAINTIFF'S EXHIBIT "C"

$300.00 10 March, 1954

On demand after date, for value received, we promise to pay to Norman E. Williams or order Three Hundred and 00/100 Dollars, at with interest at the rate of 6% per centum per annum, payable on demand.

Secured by Morgage on 28/100 acres, St. Mary's County

..../S/.GEORGE.C..WILKINSON.....
George C. Wilkinson

No. _____

...../S..DORIS.M..WILINSON.....
Doris M. Wilkinson

Due on demand

STATEMENT ON MORTGAGE DEBT
(Filed February 11, 1955)

To balance of principal due on mortgage as of March 10, 1954 .....$300.00

To interest due on same from March 10, 1954 to February 9, 1954 16.50
/S/ INT. FROM 3/10/54 to 4/21/55 20.05

ORDER PRESCRIBING PENALTY FOR BOND
(Filed February 11, 1955)

WHEREAS, under and by virtue of a mortgage from George C. Wilkinson and Doris M. Wilkinson, his wife, to Norman E. Williams, filed in the above-entitled cause, W. M. Loker, Jr., Assignee, was empowered to sell the property therein described and mentioned, and,

WHEREAS, the said Assignee has expressed his purpose to proceed to sell the property in saidMortgage described , the contingency for the sale of the same having occurred, and has requested the undersigned, the Clerk of the Circuit Court for St. Mary s County, Maryland, to prescribe the penalty in the said Assignee's bond,

NOW, THEREFORE, I, C. Benedict Greenwell, Clerk of the Circuit Court for St. Mary s County, Maryland, under and by virtue of the Laws of the State of Maryland in such cases made and provided, do hereby prescribe that the penalty in the said bond shall be in the sum of Five Hundred dollars ($500.00)

../S/.C..BENEDICT.GREENWELL.....
C. BENEIDCT GREENWELL, CLERK OF THE
CIRCUTI COURT FOR ST. MARY'S COUNTY
MARYLAND

MORTGAGEE'S SALE OF VALUABLE REAL ESTATE KNOWN AS
PART OF BLACKISTONE
LOCATED IN THE SIXTH ELECTION DISTRICT OF ST. MARY'S COUNTY, MD.
(Filed February 11, 1955)

Under and by virtue of the power of sale contained in a certain Mortgage to Norman E. Williams from George C. Wilkinson and Doris N. Wilkinson, his wife, dated March 10, 1954, and recorded in Liber CBG No. 34, folio 211 of the LandRecords of St. Mary's County, State of Maryland, the said Mortgagors being in default under the terms and conditions of each Mortgage mentioned and each having been duly assigned to W. M. Loker, Jr., for the purpose of foreclosure, the said W. M. Loker, Jr., Assignee as aforesaid, will offer to sell at public auction at the door of the Court House in Leonardtown, Maryland, at the hour of eleven o'dock A.M. on March 19, 1955, all that lot or parcel of land situate, lying and being in the Sixth Election District of

IN EQUITY NO. A-625

St. Mary's County, Maryland, called and known as "Part of Blackistone" and containing 28/100 of an acre of land, anddescribed by metes and bounds in the Mortgage from George C. Wilkinson et ux,. to Norman E. Williams, aforesaid.
TERMS OF SALE; Cash at the time of sale. Taxes to be adjusted to the day of sale and all costs of coveyancing, recording and documentary stamps to be paid by Purchaser.

../S/.W..M..LOKER,.JR...;.....
W. M. Loker, Jr., Assignee

BOND
(Filed February 19, 1955)

KNOW ALL MEN BY THESE PRESENTS, That we, W. M. Loker, Jr., Assignee, as Principal, and Maryland Casualty Company, as Surety, are held and firmly bound unto the State of Maryland in the fum sum of Five hundred dollars ($500.00) to be paid to the said State or its certain attorney; to which payment well andtruly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators, representatives, successors and assigns, jointly, severally and firmly by these presents, sealed without seals and signed by our hands and dated this 15th day of February, 1955.
WHEREAS, the above bounden W. M. Loker, Jr., Assignee, by virtue of the power contained in a Mortgage from George C. Wilkinson and Doris M. Wilkinson, his wife, to Norman E. Williams, dated March 10, 1954, and recorded in Liber CBG No. 34, folio 211, of the Land Records of St. Mary's County, Maryland, was given power to sell the property mentioned in said mortgage in case of default; and default having occurred, said Assignee has cause suit to be docketed under title "In the matter of the sale of the mortgaged premises of George C. Wilkinson and Doris M. Wilkinson, his wife, by W. M. Loker, Jr., Assignee", being No. Equity, in the Circuit Court for St. Mary's County, Maryland, now pending in said Court.
NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden W. M. Loker., Jr., Assignee, shall well and faithfully perform the trust reposed in him bythe said Mortgage or that may be reposed in him by and decree or order in the premises, then the above obligation to be void, otherwise to be and remain in full force and effect in law.

Test:

/S/ C. ANN DEAN

/S/ W. M. LOKER, JR. (SEAL)

COUNTERSIGNED
Maryland Casualty Company

By /S/ JOHN R. DRURY
Attorney-in-fact

STATEMENT
(Filed February 19, 1955)

JOHN R. DRURY & SON
Insurance-Real Esate
Leonardtown, Maryland

February 18, 1955

To W. M. LOKER, JR.

Date of Policy	Number of Policy	Company	Debit	Credit
2-15-55	90-309796-J	Maryland Casualty Co. Bond Assignee to foreclose Mortgage from George C. Wilkinson and Doris M. Wilkinson, his wife, to Norman E. Williams. $500.00	$10.00	

AUCTIONEER'S CERTIFICATE
(Filed March 22, 1955)

I HEREBY CERTIFY that on March 19, 1955, at 11:00 A.M., I offered for sale at public auction in front of the premises known as all that lot or parcel of land situate, lying and being in the Sixth Election District of St. Mary's County, Maryland, called and known as "Part of Blackistone" and containing 28/100 of an acre of land, and described by metes and bounds in the Mortgage filed herein, and sold the same to Norman E. Williams for the sum of Two Hundred dollars ($200.00).

/S/ J. GERALD ABELL
J. Gerald Abell, Auctioneer

Auctioneer's fee $10.00, received

/S/ J. GERALD ABELL
J. Gerald Abell, Auctioneer

REPORT OF SALE
(Filed March 22, 1955)

TO THE HONORABLE, THE JUDGES OF SAID COURT:
THE REPORT of W. M. Loker, Jr., Assignee for the purpose of foreclosre, by virtue of the authority contained in the mortgage filed in the above entitled case, respectfully shows:
That after giving bond for the faithful performance of the trust reposed in him, andafter having complied with all of the other preerequisites as required by law, and of said mortgage, and giving notice of the time, place, and manner and terms of sale, by advertisement in the Enterprise, a newspaper published in St. Mary's County, Maryland for at least four successive weeks beforethe day of sale, he did, pursurant to said notice

IN EQUITY NO. A-625

attend at the Court House door in Leonardtown, Maryland, on March 19, 1955, at 11:00 A.M., and then and there proceeded to sell the property describedin the mortgage at public sale in one parcel to Norman E. Williams for the sum of Two hundred dollars ($200.00), the said Norman E. Williams being then and there and for that price he highest bidder for the said property, and that the said sale as aforesaid was fairly made.

Respectfully submitted,

/S/ W. M. LOKER, JR.
W. M. Loker, Jr., Assignee

STATE OF MARYLAND, ST. MARY'S COUNTY, TO WIT:
I hereby Certify that on this 22nd day of March, 1955, before me, the subscriber, the Clerk of the Circuit Court for St. Mary's County, Maryland, personally appeared W. M. Loker, Jr., and madeoath in due form of law that the matters and facts contained in the above report are true and correct to the best of his knowledge and that the said sale was fairly made.
WITNESS my hand and seal of the Circuit Court for St. Mary's County, Maryland.

/S/ c. benedict greenwell
C. Benedict Greenwell, Clerk

ORDER NISI
(Filed March 22, 1955)

ORDERED, this 22nd day of March, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity no. A-625, that the sale of the mortgaged premises in the above entitled case made and reported by W. M. Loker, Jr., Assignee for the purpose to the contrary be shown on or before the 20th day of April, 1955, provided a copy of this Order be published in some nnewspaper printed in St. Mary's County, Maryland, once a week in each of three successive weeks prior to the 15th day of April, 1955.
The report states that the property was sold to Norman E. Williams for the sum of Two Hundred dollars ($200.00) he being the highest bidder therefor.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the
Circuit Court for St. Mary's County,
Maryland.

CERTIFICATE OF PUBLICATION
(Filed XXX April 26, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.
This is to certify that the appended Order Nisi has been published in THE ENTERPRISE a newspaper published in St. Mary's County, Maryland, once a week for three successive weeks, prior to the 15th day of April, 1955 and that the first publication appeared in the issue of March 24, 1955.
SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. DOYLE

CERTIFICATE OF PUBLICATION
(Filed March 24, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND
This is to certify that appended Mortgagee's Sale has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for five successive weeks, prior to the 19th day of March, 1955 and that the first publication appeared in the issue of February 17, 1955.
SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. DOYLE

ORDER OF FINAL RATIFICATION
(Filed April 26, 1955)

ORDERED this 21st day of April, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale of the real estate mentioned and described in these proceeds be and the same is hereby finally ratified and confirmed, no clause to the contrary thereof having been shown, although due notice appears to have been given as by reference to the Certificate of Publication of the Order Nisi filed herein will more fully appear.
IT APPEARING that the Auditor of this Court is the attorney named in this cause, it is further ORDEED that Robert E. Wigginton be he is hereby appointed as Special Auditor to makeand state an account and audit of the proceeds of the sale of the real estate in this cause mentioned.

/S/ J. DUDLEY DIGGES
J. Dudley Digges, Judge

AUDITOR'S REPORT
(Filed May 10,1955)

WM. M. LOKER, JR., ASSIGNEE.
In account with the proceeds of the sale of the real estate sold by him by virtue and in accordance with the terms of the mortgage.

To proceeds of sale as per report	$200.00	
By costs and expenses as follows:		
To C. Benedict Greenwell, Clerk, his fees		18.75
To J. Gerald Abell, Auctioneer, to use of Wm. M. Loker, Jr.		10.00
To The Enterprise, Inc., Notice of sale $37.38 two orders nisi @ $10.00		57.38
To St. Mary's County, Treasurer Adjustment of 1955 taxes to March 19, 1955		.40
To John R. Drury & Son, Bond Premium		10.00

IN EQUITY NO. A-625

To W. M. Loker, Jr., Assignee, his commission 6% on $200.00		12.00
To Robert E. Wigginton, Special Auditor		18.00
TOTALS	$200.00	$126.53
Amount to Balance		73.47
	$200.00	$200.00
Balance distributable as above:	73.47	
Distribution:		
By amount to partially satisfy debt due Norman E. Williams, mortgagee		73.47
	$ 73.47	$ 73.47
Deficiency due Norman E. Williams, mortgagee		246.58

To the Honorable, the Judges of Said Court:

Your Auditor, ~~XXX~~ begs leave to report that in the above entitled cause, after charging the Assignee with the proceeds of the sale of the property sold by him in accordance with the mortgage, he has allowed costs and expenses as per vouchers filed. He then distributed the balance to Norman E. Williams, mortgagee, to partially satisfy the mortgage as per statement of debt filed with interest added to date of ratification. He then allowed a deficiency to the said Norman E. Williams the balance of said debt remaining after partially satisfying same.

Respectfully submitted:

/S/ ROBERT E. WIGGINTON
Robert E. Wigginton
Special Auditor

ORDER NISI
(Filed May 10, 1955)

ORDERED, by the Circuit Court for St. Mary's County, Maryland, this 10th day of May, 1955, that the report of the Auditor made, stated and fled in the above-entitled case, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 4th day of June, 1955 provided a copy of this Order be inserted in some newspaper printed and published in St. Mary's County, Maryland, once a week in each of four successive weeks prior to the said 2nd day of June, 1955.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the
Circuit Court for St. Mary's County,
Maryland

CERTIFICATE OF PUBLICATION
(Filed June 16, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.
This is to certify that the appended Order Nisi has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for three successive weeks, prior to the 2nd day of June, 1955, and that the first publication appeared in the issue of May 12, 1955,

SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. DOYLE

IN EQUITY NO. A-627

IN THE MATTER OF THE SALE OF THE MORTGAGED PREMISES OF MATHEAS G. KLEIN AND GWENDOLYN G. KLEIN, HIS WIFE, BY WM. M. LOKER, JR., ATTORNEY NAMED IN THE MORTGAGE	*	IN THE CIRCUIT COURT FOR
	*	ST. MARY'S COUNTY, MARYLAND
	*	IN EQUITY NO. A-627

ORDER TO DOCKET SUIT
(Filed February 11, 1955)

Mr. Clerk:

Please docket the above-entitled case, file Plaintiff's Exhibits "A", "B", and state of the mortgage debt, and prescribe the penalty in the bond to be furnished by the attorney.

/S/ W. M. LOKER, JR.
W. M. Loker, Jr., Attorney
Named in Mortgage

STATEMENT OF MORTGAGE DEBT
(Filed February 11, 1955)

To balance of principal due as of November 28, 1954	$2,148.31
To interest on same from October 28, 1954, to February 9, 1955	31.33
/S/Int. to 4/21	53.73

PLAINTIFF'S EXHIBIT "A"

THIS/MORTGAGE
PURCHASE MONEY

Made this 24th day of February in the year one thousand nine hundred and fifty-four, by and between Mathias G. Klein and Gwendolyn H. Klein, his wife, parties of the first part, and Charles V. Corder and Ruth F. Corder, his wife as joint tenants with the right of survivorship, parties of the second part:

WHEREAS, said Mathias G. Klein and Gwendolyn H. Klein, his wife are jointly and severally indebted unto the said Charles V. Corder and Ruth F. Corder, his wife, in the just sum of TWENTY*TWO HUNDRED-FIFTY DOLLARS ($2,250.00) as evidenced by their one jointand several promisory note of even date payable in monthly installments of TWENTY-FIVE DOLLARS on the 28th day of each and every month hereafter until paid in full; the first such payment being due on the 28th day of March 1954; (with the right of the mortgagors to make larger payments in any amount at any time), bearing interest at the rate of five (5) per centum per annum on the unpaid balance.

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 Ten Dollars the said parties of the first part do grant unto the said parties of the second part, in fee simple, all that piece or parcel of ground situate, lying and being in Sixth Election District of St. Mary s County, State of Maryland, and described as follows, to wit:

A part of the tract of land known as "Blackstone Farm" in the Sixth Election District of St. Mary s County, Maryland more definitely described as follows:

Beginning for the same at a cedar stob set on the North side of the State road leading from Clark's Landing towards the residence of said Tippetts and a corner of J. O. Burham's lot, thence runningwith the said road North 60°30' West 289.00 feet to an iron pipe set on the North side of said road and at the corner of Dr. F. Y. Donn's land, thence with the said Donn's landand an old rail fence North 35° 15' East 50.00 feet; North 29° East 99.00 feet; North 26° 45' East 145.90 feet; North 35° East 77.20 feet; North 31° 15' East 33 feet; North 71° 30' East 58.00 to a cedar stob set on the said shore of Cuckold Creek; thence with said creek South 14° East 122.7 feet to a cedar stob set on the said cr eek shore and at a corner of the said J. O. Burnham's lot; thence with the said Burnham's lot South 42° 30' East 232.3 feet to a locust post; thence South 41° 15' West 292.7 feet to the place of beginning, containing 2.63 acres of land more or less.

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 parties of the second part theri heirs and assings forever.

PROVIDED, that if the said Mortgagors their heirs, executors, administrators or assigns, shall pay or cause to be paid the aforesaid note, according to the tenor thereof, and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

AND it is agreed that, until default be made in the premises, the parties of the first part shall possess the aforesaid property, upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property; which taxes, assessments, public dues, charges, mortgage debt and interest the said Mortgagors for themselves and for their heirs, executors, administrators and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the mortgagees their heirs and assigns or W. M. Loker, jr., their attorney or agent, at any time after such default, to sell the property hereby mortgaged or os much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant andconvey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns and which sale shall be made in manner following, viz: upon fiving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in St. Mary's County, Maryland, which time, place, manner and terms of sale shall be fixed by the party or parties selling; and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply, FIRST to the payment of all expenses incident to such sale, including all taxes assessed on the property hereby mortgaged, over due and paid by the mortgagee or holder of this Mortgage, and commissions to the part making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decr e of the Circuit Court for St. Mary's County, sitting in equity; SECONDLY, to the payment of all claims of the said Mortgagee their personal representatives and assigns under this Mortgage whether the same shall have been matured or not, and the surplus, if any, shall be paid tothe said Mortgagor their personal representatives or assigns, or to whoever may be entitled to the same.

AND IT IS FURTHER AGREED that if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commission above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement, and other legal costs.

WITNESS our hands and seals.

IN EQUITY NO. A-627

/S/.ROBERT.B..MATHIAS..... ./S/.MATHIAS.G..KLEIN.....(SEAL)
Mathias G. Klein

/S/.ROBERT.B..MATHIAS..... ./S/.GWENDOLYN.H..KLEIN.....(SEAL)
Gwendolyn H. Klein

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE ss:

I hereby certify that on this 24 day of February, in the year of our Lord one thousand nine hundred and fifty-four before the subscriber, a Notary Public of the said county and state in and for the county aforesaid, personally appeared in said county and state Mathias G. Klein and Gwendolyn H. Klein, his iwfe grantors in the aforegoing deed and did acknowledged the foregoing Mortgage to be their voluntary act.

WTTNESS my hand and official seal

/S/ FLOYD B. MATHIAS
Floyd B. Mathias

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE ss:

I HEREBY CERTIFY that on this 24 day of February in the year one thousandnine hundred and fifty-four before the subscriber, a Notary Public in and for state and county aforesaid, personally appeared in said state and county Charles V. Corder and Ruth F. Corder, his wife the within-snamed Mortagee, and made oath in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide, as therein set forth.

WITNESS my hand and official seal.

/S/ FLOYD B. MATHIAS
Floyd B. Mathias, Notary Public

PLAINTIFF'S EXHIBIT "B"

Given for $2,250.00 and secured by Mortgage
on Lot 2.63 acres in Sixth Election District, St. Mary's County, Md. It being a part of Blackstone Farm.

Subject to a first trust for $ NIL

$2,250.00 February 24, 1954

FOR VALUE RECEIVED we joint tenants with survivorshpp promise to pay to the order of Charles V. Corder and Ruth F. Corder, his wife as/ the sum of of Two Thousand Two Hundred Fifty Dollars, with interest until paid at the rate of five per centum per annum.

Said principal and interest payable in monthly installments of Twenty-Five Dollars(with the privilege of making larger payments in any amount), on the 28th day of each and every month after date, until paid; each installment, when so paid, to be applied: first, to the payment of the interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal.

And it is expressly agreed that if default be made in the payment of any one of the aforesaid installments when and as the same shall become due and payable, then and in that event, the unpaid balance of the aforesaid principal sum and accrued interest shall at the aption of the holder hereof at once become and be due and payable

/S/ MATHIAS G. KLEIN
Mathias G. Klein

/S/ GWENDOLYN H. KLEIN
Gwendolyn H. Kelin

Address 12202 Bushey Drive
Silver Spring, Md.

Payments on account of above note, and interest, are acknowledged as follows:

Date of Payment	Interest due	To Principal	Balance Principal Due
Apr 1,54	9.38	15.62	2234.38
May 6,54	9131	15.69	2218.69
Jun 3,54	9.24	15.76	2202.93
Jul 7,54	9.18	15.82	2187.11
Sep 7, 54	18.24	31.76	2155.35
Nov. 3,54	17.96	7.04	2148.31

STATEMENT OF MORTGAGE DEBT
(Filed February 11, 1955)

To Balance of principal due as of November 28, 1954	$2,148.31
To interest on same from October 28, 1954, to February 9, 1955	31.33
/S/INT. TO 4/21	53.73

ORDER PRESCRIBING PENALTY FOR BOND
(Filed February 11, 1955)

~~Mr Clerk~~:

~~Please docket the above entitled case, file Plaintiff's Exhibits "A", "B" and stmt of the mortgage debt, and prescribe the penalty in the bond to be furnished by the attorney~~.

WHEREAS, under and by virtue of a mortgage from Mathias G. Kelin and Gwendolyn H. Klein, his wife, to Charles V. Corder and Ruth F. Corder, his wife, filed in the above-entitled cause, W. M. Loker, Attorney named in the Mortgage, was empowered to sell the property therein described and mentioned, and,

WHEREAS, the said Attorney named in the Mortgage has expressed his purpose to proceed to sell the property in said Mortgage described, the contingency for the sale of the XXXXX same having occurred, and has requested the undersigned, the Clerk of the Circuit Court for St. Mary's County, Maryland, to prescribe the penalty in the said Attorney's bond,

IN EQUITY NO. A-627

NOW, THEREFOR, I, C. Benedict Greenwell, Clerk of the Circuit Court for St. Mary s County, Maryland, under and by virtue of the Laws of the State of Maryland in such cases made and provided, do hereby prescirbe that the penalty in the said bond shall be in the sum of Three thousand dollars ($3,000.00).

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the
Circuit Court for St. Mary's County,
Maryland

NOTICE OF SALE
(Filed February 11, 1955)

MORTGAGEE'S SALE OF VALUABLE REAL ESTATE KNOWN AS
PART OF BLACKISTONE

LOCATED IN THE SIXTH ELECTION DISTRICT OF ST. MARY'S COUNTY, MARYLAND

Under, and by virtue of the power of sale contained in a certain Mortgage to Charles V. Coder and Ruth F. Corder, his wife, from Mathias G. Klein and Gwendolyn H. Klein, ~~XXX~~ his wife, dated February 24, 1954, and recorded in Liber C.B.G. No. 34, folio 169, one of the Land Records of St. Mary s County, Maryland, said Mortgagors being in default under the terms and conditions of the said Mortgage, W. M. Loker, Jr., the attorney named in the said Mortgage will offer to sell at public auction at the door of the Court House in Leonardtown, Maryland, at the hour of eleven o'clock A.M. on March 19, 1955, all that lot or parcel of land situate, lying and being in the Sixth Election District of St. Mary's County, Maryland, called and known as part of "Blackistone Farm" and contaning 2.63 actes of land, more or less, and being the same land which is described by metes and bounds in the mortgage hereinabove referred to.
The said parcel of land is a water froun lot fronting on the shore of Cuckold's Creed.

TERMS OF SALE: A deposit of $500.00 will be required of the Purchaser on the day and at the time ofthe sale and the balance of the purchase money shall be paid in cash upon the final ratification of said sale by the Court.
Taxex to be adjusted to the day of sale and all costs of conveyancing, recording and documentary stamps to be paid by Purchaser.

/S/ W. M. LOKER, JR.
W. M. Loker Jr.,
Attorney named in Mortgage.

BOND
(Filed February 19, 1955)

KNOW ALL MEN BY THESE PRESENTS, That we, W. M. Loker, Jr., Attorney named in the Mortgage, as PRINCIPAL and MARYLAND CASUALTY COMPANY, as SURETY, are held and firmly bound unto the State of Maryland in the full sum of Three thousand Dollars ($3,000.00) to be paid to the said State or its certain attorney: to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators, representatives, successors and assigns, jointly, severally and firmly by these presents, sealed without seals and signed by our hands and dated this 15th day of February, 1955.
WHEREAS, the above bounden W. M. Loker, Jr., Attorney named in the Mortgage, by virtue of the power contained in a Mortgage from Mathias G. Klein and Gwendolyn H. Klein, his wife, to Charles V. Corder and Ruth F. Corder, his wife, dated February 24, 1954, and recorded in Liber C.B.G. No. 34, folio 169, one of the Land Recrods of St. Mary s County, Maryland, was given power to sell the property mentioned in said mortgage in case of defaultp and default having occured, said Attorney named in the mortgage, has caused suit to be docketed under title "In the matter of the sale of the mortgaged premises of Mathias G. Klein and Gwendolyn H. ~~XXXXXXXX~~ Klein, his wife, by W. M. Loker, Jr., Attorney named in Mortgage", being No. Equity, in the Circuit Court for St. Mary s county, Maryland, now pending in said Court.
NOW THE CONDITION OF THE ABOVE OBLIGATION IN SUCH that if the above bounden W. M. Loker, Jr., the Attorney named in the Mortgage, shall well and faithfully perform the trust reposed in him by the said Mortgage, ~~XXXXX XXXXXXXXXXXXXXXXXX~~ or that my be reposed in him by the decree or order in the premies, then the above obligatiom to be void, otherwise to be and remain in full force and effect in law.

TEST:

/S/ C. ANN DEAN

/S/ W. M. LOKER, JR. (SEAL)

COUNTERSIGNED
Maryland Casualty Company

By /S/ JOHN R. DRURY
Attorney-in-fact

STATEMENT
(Filed February 19, 1955)

JOHN R. DRURY & SON
Insurance-Real Estate
Leonardtown, Maryland

February 18, 1955

To W. M. Loker, Jr.

Date of Policy	Number of Policy	Company	Debit	Credit
2-15-55	90-309797-J	Maryland Casulaty Col Bond Attorney named in Mortgage from Mathias G. Klein and Gwendolyn H. Klein, his wife, to Charles V. Corder and Ruty F. Corder, his wife $3,000.00	$12.00	

IN EQUITY NO. A-627

AUCTIONEER'S CERTIFICATE
(Filed March 22, 1955)

I HEREBY CERTIFY that on March 19, 1955, at 11:00 o'clock A.M., I offered for sale at public auction in front of the premises known as all that lot or parcel of landsituate, lying and being in the Sixth Election District of St. Mary's County, Maryland called and known as part of "Blackistone Farm" and containing 2.63 acres of land, more or less, and being the same land which is described by metes and bounds in the mortgage filed herein, and sold the same to Alexander Wilkinson and Mary P. Wilinson, his wife, for the sum of Two Thousand two hundred fifty dollars ($2,250.00).

/S/ J. GERALD ABELL
J. Gerald Abell, Auctioneer

Auctioneer's fee $10.00 received.

/S/ J. GERALD ABELL
J. Gerald Abell, Auctioneer

REPORT OF SALE
(March 22, 1955 Filed)

TO THE HONORABLE, THE JUDGES OF SAID COURT:
THE REPORT of W. M. Loker, Jr., attorney named in the mortgage, by virtue of the authority contained in the mortgage filed in the above entitled case, repsectuflly shows:
That after giving bond for the faithful performance of the trust reposed in him, and after having complied with all of theotherprerequisites as required by law, and of said mortgage, and giving notice ofthetime, place, manner and terms of sale, by advertisement in the Enterprise, a newspaper published in St. Mary's County, Maryland, for at least four successive weeks before the day of sale, he did, pursuant to said notice attend at the Court House door in Leonardtown, Maryland, on March 19, 1955, at 11:00 A.M., andthen and there proceeded to sell the property discribed in saidmortgage, the same being called and known as "Part of Blackistone Farm" and containing 6.23 acres of land, more or less, to Alexander Wilkinson and Mary P. Wilkinson, his wife, for the sum of Two thousand two hundred fifty dollars ($2,250.00), they being then and there and for that price the highest bidders for the same and that the said sale made as aforesaid was fairly made.

Respectuflly submitted,

/S/ W. M.. LOKER, JR.
W. M. Loker, Jr., Attorney named in mortgage

STATE OF MARYLAND, ST. MARY'S COUNTY, TO WIT:
I HEREBY CERTIFY that on this 22nd day of March, 1955, before me, the subscriber, the Clerk of the Circuit Court for St. Mary s ounty, Maryland, personally appeared W. M. Loker, Jr., and made oath in due form of law that the matte s and facts contained in the above report are true and correct to the best of his knowledge and that the said sale was fairly made.
WITNESS my hand and seal of the Circuit Court for St. Mary's County, Maryland.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk

ORDER NISI
(Filed March 22, 1955)

ORDERED, this 22nd day of March, 1955, by the Circuit Court for St. Mary s Ciounty, Maryland in Equity No. A-627, that the sale of the mortgaged premises in the above entitled case made and reported by W. M. Loker, Jr., attorney named in the mortgage, be and the same is hereby ratified and confirmed unless cause to the contrary be shown on or before this 20th day of April, 1955, provided a copy of this Order be published in some newspaper printed in St. Mary s County, Maryland, once a week in each of three successive weeks prior to the 15th day of April, 1955.
The report states that the property was sold to Alexander Wilkinson and Mary P. Wilkinson, his wife, for the sum of Two thousand two hundred fifty dollars ($2,250.00) they being the highest bidders thereof.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the
Circuit Court for St. Mary s County, Md.

CERTIFICATE OF PUBLICATION
(Filed March 24, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.
This is to certify that the appended Mortgagee's Sale has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for five successive weeks, prior to the 19th day of March, 1955 and that the first publication appeared in the issue of February 17, 1955.
SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. DOYLE

CERTIFICATE OF PUBLICATION
(Filed April 26, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.
This is to certify that the appended ~~XXXXXXXXXXXXXXXX~~ Order Nisi has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for three successive weeks, prior to the 15th day of April, 1955, and that the first publication appeared in the issue of March 24, 1955.
SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. DOYLE

EQUITY NO. A-627

CERTIFICATE OF PUBLICATION
(Filed April 26, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.
This is to certify that the appended Order Nisi has been published in THE ENTERPRISE, a newspaperpublished in St. Mary's County, Maryland, once a week for three successive weeks, prior to the 15th day of April, 1955, and that the first publication appeared in the issue of March 24, 1955.
SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. DOYLE

ORDER OF FINAL RATIFICATION
(Filed April 26, 1955)

ORDERED this 21st day of April, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale of the real estate mentioned and described in these proceedings be and the same is heregy finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as by reference to the Certificate of Publication of the Order Nisi filed herein will more fully appear.
IT APPEARING that the Auditor of this Court is the attorney named in this cause, it is further ORDERED that Robert E. Wigginton be and he is hereby appointed as Special Auditor to makeandstate an account and audit of the proceeds of the sale of the real estatein this cause mentioned.

/S/ J. DUDLEY DIGGES
J. Dudley Digges, Judge

AUDITOR'S REPORT
(Filed May 10, 1955)

W. M. Loker, Jr., Attorney named in mortgage.
In account with the proceeds of the sale of the real estate sold by him under the terms of the mortgage.

To roceeds of sale as per report:	$2,250.00	
By costs and expenses as follows:		
T. C. Benedict Greenwell, Clerk, his fee		$ 18.75
To The Enterprise, Inc., Notice of Sale $40.25 and two orders nisi @ $10.00		60.25
To J. Gerald Abell, Auctioneer, to use of W. M. Loker, Jr.		10.00
To St. Mary's County Treasurer adjustment of 1955 taxes to March 19, 1955.		4.30
To John R. Drury & Son, Premium on Bond		12.00
To. W. M. Loker, Jr., Attorney named in mortgage, his commission of 6% on $2,250.00		135.00
To Robert E. Wigginton, Special Auditor		18.00
TOTALS	$2,250.00	$ 258.30
Amount to Balance		$1,991.70
	$2,250.00	2,250.00
Balance Distributable as above	1,991.70	
Distribution:		
By amount to partially satisfy debt due Charles V. Corder and Ruth F. Corder, his wife		$1,991.70
	$1,991.70	$1,991.70
Deficiency due Charles V. Corder and Ruth F. Corder, his wife		210.34

TO THE HONORABLE, THE JUDGES OF SAID COURT:
Your Auditor, begs leave to report that in the above entitled cause, after charging the attorney named in the mortgage with the proceeds of the sale of the property sold by him in the above cause, he has allowed costs and expenses. He then distributed the balance to Charles V. Corder and Ruth F. Corder, his wife, to partially satisfy the mortgage as per statment with interest added to date of ratification of the sale. He then allowed a deficiency to the said Charles V. Corder and Ruth F. Corder, his wife, in the amount as shown being the difference between the mortgage debt and the partial distribution.

Respectfully submitted:

/S/ ROBERT E. WIGGINTON
Robert E. Wigginton
Special Auditor

ORDER NSI
(Filed May 10, 1955)

ORDERED, by the Circuit Court for St. Mary's County, Maryland, this 10th day of May, 1955, that the report of the Auditor made, stated and filed in the above-entitled case, beratified and confirmed unless cause to the contrary thereof be shown on or before the 4th day of June, 1955, provided a copy of this Order be inserted in some newspaper printed and published in St. Mary's County, Maryland, once a week in each of four successive weeks prior to the said 2nd day of June, 1955.

/S/ C. BENEICT GREENWELL
C. Benedict Greenwell, Clerk of the
Circuit Court, for St. Mary's County,
Maryland

CERTIFICATE OF PUBLICATION
(Filed June 16, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND
This is to certify that the appended Order Nisi has been published in THEENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for three successive weeks, prior to the 2nd day of June, 1955, and that the first publication appeared in the issue of May 12, 1955.
SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. DOYLE

T. HOWARD DUCKETT and JAMES W. GILL, TRUSTEES	*	IN THE CIRCUIT COURT FOR
	*	ST. MARY'S COUNTY, MARYLAND
vs.	*	
	*	
THE LEXINGTON PARK COMPANY A Maryland Corporation	*	IN EQUITY NO. 694

PROCEEDING TO FORECLOSE A DEED OF TRUST
FROM THE LEXINGTON PARK COMPANY TO T.
HOWARD DUCKETT AND JAMES W. GILL, DATED
MAY 13, 1947 AND RECORDED IN LIBER CBG
13 at FOLIO 173, OF THE LAND RECORDS OF
ST. MARY'S CO. MARYLAND
(Filed July 20, 1955)

Dear Sir:

Please docket this suit, a proceeding to foreclose a Deed of Trust from The Lexington Park, Company a Maryland Corporation, to T. Howard Duckett and James W. Gill, dated May 13, 1947 and recorded in Liber 13 CBG at folio 173, et seq of the Land Records of St. Mary's County, Maryland.

Also, please file original Deed of Trust, and approve, file, and record Trustee's Bond.

/S/ T. HOWARD DUCKETT
T. Howard Duckett

/S/ JAMES W. GILL
James W. Gill

Trustees

/S/ ROBERT EDWARDS
6019 Baltimore Ave.
Riverdale Maryland
Attorney for Trustees

DEED OF TRUST
(Filed July 20, 1955)

This Deed, made this 13 day of May, 1947, be and between TTHE LEXINGTON PARK CO., a Maryland Corporation party of the first part, and T. Howard Duckett and James W. Gill, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto Prince Geroges Bank and Trust Company, Hyattsville, Maryland under the laws of the State of Maryland, in the principal sum of Eighty-One Hundred and no/100 Dollars ($8100.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Forty-two and 77/100 Dollars ($42.77) commencing on the first day of June, 1947, and on the first day of eacy month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 1972.

AND WHEREAS, the party of the first part desires to secure the prompt payment of saiddebt, and interest thereon, when and as the same shall become due and payable, andall costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the secnd part o substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all XXXXX money which may be advanced as provided herein, with interest on all such costs and advan es from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to THE LEXINGTON PART CO., a Maryland corporation in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the county of St. Mary's and State of Maryland, known and distinguished as Lot numbered Ten (10) in Block lettered "A" in the subdivision known as "Patuxent Park, Section 1" in the Eighth Election District of St. Mary's County, State of Maryland, as perplats of said subdivision duly recorded among the Land Records of St. Mary's County in Plat Book CBG numbered 17, Plat 409, and rerecorded in Plat Book CBG numbered 18, Plat 245, one of the Land Records of said County.

SUBJECT to building restriction lines and easements as shown on the recorded plats of said subdivision and to covenants and restrictions as imposed by The Lexington Park Co., dated May 2, 1946, and recorded October 31, 1946, amongthe Land Records of St. Mary's County, State of Maryland.

INCLUDING gas range, domestic hot water heater, electric fixtures, shades and screens now installed or used in the premises aforesaid, it being the intention of the parties hereto, their heirs, successors or assigns, that all such equipment and fixtures, as aforesaid, shall become permanently annexed to said premises and a part of the real estate aforesaid and security for the payment of the indebtedness herein-before referred to.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest and claim, either at law of in equity, or otherwise, however, of the party of the first part, of, in, to, or out of the said land and premises.

TO HAVE AND TO HOLD the said property and imrpvements unto the party of the second part, its successors and assigns.

IN AND UPON THE TRUST, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have and apply to andfor its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commission, half-commissions, and expenses, at any time beforethe sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at its cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein XX provided, or in the paymentof any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire andother hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advaned by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at four and one-half per centum (4½%) per annum from date of such advance (it being hereby agreed that on default in the payment of any graound rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with ibterest as aforesaid, shall immediately attach

as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fullyto keep and perform any of the other conditions or cofenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorney's and other fees and costs herein proveded for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general andspecial, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, andthe interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, and become immediately due and payable at the election of the holder, thereof; and Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, its successors or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

And the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and PROVIDED FURTHER, That in the event this debt is paid in full prior to maturity and at that time it is unsured under the provisions of the National Housing Act, all parties liable for the payment of sale, whethr the note secured hereby an adjusted premium charge of one per centum (1%(of the original principal amount thereof except that in no event shall the adjusted premium exceed the aggregate amount ofpremium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(a) If this Deed of Trust and the said note secured hereby are insured under the privisionsof the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the holder of the notein funds with which to discharge its obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulations thereunder. The holder of the note shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the party of the first part all payments made under the provisions of this subsection which the holder of the note has not become obligated to pay to the Federal Housing Commissioner.

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

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;
(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the note secured hereby; and
(IV) amortization of the principal of the said note.

Any deficiendy in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (b) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents,taxes, assessments, or insurance premiums shall be due. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of theparty of the first part all payments made under the privisions of (a) of paragraph 2 hereof, which the holder of said note has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the XXXX premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (B) of paragraph 2 preceding, as a credit against XX the amount of principal then rmaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and graound rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

5. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premiums on such insurance, provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and th policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of andin form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized

and directed to make payment for such loss directly to the hol er of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extingushment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. The party of the first part further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within six (6) months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or theholder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That if the said paroperty shall be advertised for sale, as herein provided, andnot sold, the Trustee or Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

91 That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

10. That he specially warrantsthe property herein conveyed and that he will execute such further assurances thereof as may be required.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, therrespective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used thesingular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness the corporate seal of the said corporation and the signature of William Goldman, its President, attested by Samuel P. Donis, its Secretary, on the day and year first hereinabove written.

Attest: THE LEXINGTON PARK CO.

/S/ SAMUEL P. DONIS
Samuel P. Donis, Secretary

By /S/ WILLIAM GOLDMAN (SEAL)
William Goldman, President

DISTRICT OF COLUMBIA, SS: to wit:

I HEREBY CERTIFY, That on this 13 day of May, 1947, before me, the subscriber, a Notary Public in and for the District of Columbia aforesaid, personally appeared William Goldman, President of The Lexington Park Co., grantor in the foregoing and annexed deed and he acknowledged the foregoing deed to be the act and deed of the said The Lexington Park Co.

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

/S/ V. EUGENIA THOMAS
V. Eugenia Thomas Notary Public

My Commission Expires October 22, 1950

BILL
JOHN R. DRURY & SON
Insurance-Real Estate
Leonardtown, Maryland

Date 10/11/55

To T. Howard Duckett & James W. Gill

Date of Policy	Number of Policy	Company	Debit	Credit
10/11/55	To Bond	Maryland Casualty Company ($7,500.00)	$30.00	

TRUSTEE'S BOND
(Filed July 20, 1955)

KNOW ALL MEN BY THESE PRESENTS:

That we, T. Howard Duckett and James W. Gill, Trustees, as principals and Maryland Casualty Company, Balto, Md. as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven thousand five hundred and 00/100 ($7.500.00) Dollars, to be paidto the said State or itscertain 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, Exeuctors, Administrators, Successors or Assigns, jointly and severally, firmly by thise presents.

SEALED with our seals and dated this 20 day of July, in the year of our Lord 1955.

WHEREAS the above bounden T. Howard Duckett and James W. Gill, Trustees, by virtue ofthe power contained in a Deed of Trust from The Lexington Park Company, Maryland Corporation, bearing date the 13th day of May, 947, and recorded among the Land Records of St. Mary's County, Maryland, in Liber 13 CBG at folio 173, et seq., are about XXX to sell the land and premises described in said Deed of Trust, defaulthaving been made in the payment of the mondy as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above boundent T. Howard Duckett, and James W. Gill do and shall well and truly and faithfully perform the trust reposed in them under the Deed of Trust aforesaid, and shall abide by and XXXXXXXXX fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden T. Howard Duckett and James W. Gill have hereto set their hands and seald, and the said body corporate has caused these presents to be duly signed by its

/S/ T. HOWARD DUCKETT
T. Howard Duckett

/S/ JAMES W. GILL
James W. Gill

/S/ JEAN E. PAYNE
Witness

COUNTERSIGNED
Maryland Casualty Company

By /S/ JOHN R. DRURY
Attorney-in-fact

IN EQUITY NO. A-694

REPORT OF SALE
(Filed August 4, 1955)

The Report of T. Howard Duckett and James W. Gill, trustees under a certain Deed of Trust from The Lexington Park Company, a Maryland Corporation, dated May 13, 1947, and recorded among the LandRecords of St. Mary's County, Maryland in Liber 13 CBG at folio 173, default having occurred under the terms of said Deed of Trust, is as follows:

That after having given bond with surety for the faithful performance of the trust as required by-law, and after giving due notice of the time, place, manner and terms of sale by advertisemnt inserted in The Enterprise, a newspaper published in St. Mary's County, Maryland, once a week for four (4) successive weeks before the day of sale, T. Howard Duckett, one of the Trustees did pursuant to saidadvertisement attend the sale in front of the Court House door at Leonardtown, Maryland on July 20, 1955, at 11:15 A.M. and then and there did proceed to sell the property mentioned in said advertisement, as conveyed by said Deed of Trust and sold the same to Burlington Savings Bank at and for the sum of Six ThousandFour Hundred Ninety and 00/100 ($6,490.00) Dollars.

The trustees further report that said sale was fairly made and broughta fair price.

/S/ T. HOWARD DUCKETT
T. Howard Duckett

/S/ JAMES W. GILL
James W. Gill

ORDER NISI
(Filed Auguts 4, 1955)

Ordered, that the sale of the property mentioned in these proceedings, made to Burlington Savings Bank, and reported by T. Howard Duckett and James W. Gill, trustees, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 2nd day of September, 1955; provided a copy of this Order be inserted in some weekly newspaper, printed in St. Mary's County, Maryland, once in each of three successive weeks beforethe 2nd day of September, 1955.

The report states the amount of sale to be $6490.00.

/S/ C. BENEDICT GREENWELLT
C. Benedict Greenwell
Clerk of the Circuit Court for
St. Mary's County, Maryland

CERTIFICATE OF PUBLICATION
(Filed August 8, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.
This is to certify that the appended Trustee's Sale has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks, prior to the 20th day of July, 1955 and that the first publication appeared in the issue of June 23rd, 1955.

SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. CUSIC

TRUSTEE'S SALE
(Filed August 8, 1955)

Under and by virtue of the power of sale contained in a certain deed of trust from THE LEXINGTON PARK COMPANY, a Maryland corporation, to the undersigned trustees, dated the 13th day of May, 1947, andrecorded among the land records of St. Mary's County, Maryland in liber 13CBG at folio 173, default having occurred under the terms thereof, and at the request of the parties securedthereby, the undersigned will offer for sale at public auction in front of the Court House Door, in Leonardtown, Maryland on Wednesday, July 20, 1955, at 11:15 o'clock a.m., all that property in said deed of trust described as follows:

Lot numbered Ten(10) in Block lettered "A" in the subdivision known as "Patuxent Park Section 1" in the Eighth Election District of St. Mary s County, State of Maryland, as per plats of said subdivision duly recorded among the Land Records of St. Mary's County in Plat Book CBG numbered 17, Plat 409 and rerecorded in Plat Book CBG numbered 18, Plat 245, one of the Land Records of said County.

Subject to building restriction lines and easements as shwn on the recorded plats of said subdivision and to covenants and restrictions as imposed by The Lexington Park Col, dated May 2, 1946, andrecorded October 31, 1946, among the Land Records of St. Mary's County, State of Maryland.

This property is improved by a two story frame dwelling with one and one-half baths and all modern coveniences.

Terms of Sale: A cash deposit of $1,000.00 will be required at the time of the sale, the balance to be payable in cash within ten days after ratification of the sale by the Circuit Court, with interest on said balance from the day of sale to the date of settlement. All adjustments will be made as of the day of sale, all costs of conveyancing, including revenue stamps are to be paid by the purchaser.

T. Howard Duckett
James W. Gill, Trustees

Robert L. Edwards
Attorney for Trustees
6019 Baltimore Avenue
Riverdale, Maryland

6.23-7.14

AFFIDAVIT OF INDEBTEDNESS
(Filed September 9, 1955)

DISTRICT OF COLUMBIA, SS:

I HEREBY CERTIFY that on this 10th day of August, 1955, before me, the subscriber, a Notary Public in and for the District of Columbia, personally appeared in the District of Columbia, William W. Lynch, Treasurer of Metropolitan Mortgage Company, servicing agent for Burlington Savings Bank XXXXXXXXXXXXXXXXX who made oath in due form of law that Burlington Savings Bank is the holder of the note dated May 13, 1947, from The Lexington Park Company, said note being secured by a deed of trust, that the balance due on the note as of

EQUITY NO. A-694

July 20, 1955, including interest to tha t date, and exlusive of all set-offs and just grounds of defense is $6,757.90.

/S/ WILLIAM W. LYNCH
William W. Lynch, Treasurer of Metropolitan Mortgage Company, servicingagent for Burlington Savings Bank

SUBSCRIBED and sworn to before me this 10th day of August A.D., 1955.

/S/ ELIZABETH V. FRANZONI
Elizebeth V. Franzoni
Notary Public, D.C.
My Commission Expires March 31, 1954

CERTIFICATE OF PUBLICATION
(Filed September 9, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.
This is to certify that the appended Order Nisi hasbeen published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for three successive weeks, prior to the 2nd day of September, 1955, and that the first publication appeared in the issue of August 11, 1955.
SHERIDAN FAHNESTOCK, Publisher
/S/ PER BETTY CLIFFORD

DEED OF TRUST NOTE
(Filed September 9, 1955)

Hyattsville, Maryland
Mary 13, 1947

$8100.00

For value received, the undersigned promise(s) to pay to
Prince Georges Bank and Trust Company, Hyattsville, Maryland
or order, the principal sum of Eighty-one Hundred and no/100 Dollars ($8100.00), with interest from date at the rate of four per centum (4%) per annum om the unpaid balance until paid, said principal and interest being payable at the office of Prince Geroges Bank and Trust Company, in Hyattsville, Maryland or at such other place as the holder hereof may designate in writing, in monthly installments of Forty-two and 77/100 Dollars ($42.77), commencing on the first day of June, 1947, and on the first day of each month thereafter until the principal and interest are fully paid except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 1972.

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

Presentment, protest and notice are hereby waived.

THE LEXINGTON PARK CO.

By: /S/ WILLIAM GOLDMAN
William Goldman, President

Attest: /S/ SAMUEL P. DONIS
Samuel P. Donis, Secretary

Y

THIS IS TO CERTIFY that this is the note described in, and secured by, a Deed of Trust of even date herewith and in the same principa amount as herein stated to T. Howard Duckett and James W. Gill, Trustee(s), on real estate located in St. Mary's County, State of Maryland, and known as: Lot numbered 10 in Block lettered "a", "Patuxent Park, Section 1", as per plats of said subdivision recorded among the Land Records of St. Mary's County, Maryland, in Plat Book CBG 17, Plat 409, and rerecorded in Plat Book CBG 18, Plat 245.

Dated this 13 day of May, 1947.

/S/ V. EUGENIA THOMAS
Notary Public D.C.

CERTIFICATE OF PUBLICATION
(Filed September 9, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.
This is to certify that the appended Trustee's Sale has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks, prior to the 20th day of July, 1955, and that the first publication appeared in the issue of June 23, 1955.
SHERIDAN FAHNESTOCK, Publisher
/S/ PER WILLA L. CUSIC

BILL
(Filed September 9, 1955)

THE ENTERPRISE

Branch News Office
Washington Street
Leonardtown, Maryland
Greenwood 5-2131

Main Office
330 Great Mills Road
Lexington Park, Maryland
Great Mills 2-1011

Mr. Robert Edwards

Amount $52.75

IN EQUITY NO. A-694

Date	Description	Charges	Credits	Balance
For:	TRUSTEES SALE: LOT 10 BLOCK "A" 6/23 thru 7/14	32.75		
	2 ORDER NISI	20.00		52.75

ORDER OF FINAL RATIFICATION OF SALE
(Filed September 9, 1955)

ORDERED this 9th day of September, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale made by T. Howard Duckett and James W. Gill, Trustees, of the property heretofore mentioned and described in these proceedings and heretofore reported, be, and the same is hereby ratified and confirmed, no cause to the contrary having been shown, altho due notice appears to have been given by publication of the Order Nisi as shown by the certificate of publication herewith filed; and this cause is hereby referred to the Auditor of this Court for statement of his account.

/S/ J. DUDLEY DIGGES
JUDGE

AUDITOR'S REPORT
(Filed October 13, 1955)

T. HOWARD DUCKETT AND JAMES W. GILL, TRUSTEES

In Account with the proceeds from the sale of the real estate sold by them under the terms of the Deed of Trust filed herein.

1955 July 20 To proceeds of sale as per report	$6,490.00	
BY COSTS AND EXPENSES AS FOLLOWS:		
C. B. Greenwell, Clerk, his fee		$ 19.75
T. Howard Duckett and James W. Gill Trustees Commission on sale (1% of $6,490.000		64.90
William Aleck Loker, Attorney for Trustees, fee for services, per agreement		150.00
John R. Drury & Son, premium on bond		30.00
The Enterprise, Inc., publication of Notice of Sale ($32.75) and two (2) Orders Nisi @ $10.00 = $20100		52.75
J. Gerald Abell, Auctioneer's fee, use of Loker and Wigginton		15.00
W. M. Loker, Jr., Auditor, his fee		18.00
TOTALS	$6,490.00	$ 350.40
Amount to Balance		$6,139.60
TOTALS	$6,490.00	$6,490.00
Balance distributable, as above	$6,139.60	
Distribution: By amount to partially satisfy debt due Burlington Savings Bank, assignee, secured by Deed of Trust filed herein		$6,139.60
TOTALS	$6,139.60	$6,139.60
Deficiency due Burlington Savings Bank, assignee as aforesaid		$ 618.30

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR AUDTIRO begs leave to report that in the above-entitled cause, after charging the Trustees with the proceeds of the sale of the property sold by them in the above entitled cause, he has allowed costs and expenses as per vouchers filed therein. He then distributed the balance to T. Howard Duckett and James W. Gill, Trustees for the Burlington Savings Bank, to partially satisfy its Deed of Trust as per statement filed in the said cause. He then allowed as a deficiency to the said Burlington Savings Bank the balance of said debt remaining after partially satisfying the same.

Respectfully submitted,

/S/ W. M. LOKER, JR.
W. M. Loker, Jr., Auditor

BILL
(Filed Oct. 17, 1955)

OFFICE OF THE CLERK OF THE CIRCUIT COURT

Loker and Wigginton
Leonardtown,
Maryland

TO C. BENEDICT GREENWELL, DR.
Leonardtown, Maryland

July 20, 1955	Re: No. A-694 Equity Clerk's Costs	$19.75

ORDER NISI
(Filed October 17, 1955)

IN EQUITY NO. A-694

ORDER NISI
(Filed Oct. 17, 1955)

ORDERED by the Circuit Court for St. Mary's County, Maryland, in Equity, this 17th day of October, 1955, that the report of the Auditor made, stated and filed in the above entitled cause be ratified andconfirmed unless cause to the contrary be shown on or before the 14th day of November, 1955, provided a copy of this Order be published once a week for three successive weeks in some newspaper published in St. Mary's County, Maryland, prior to the 14th day of November, 1955.

.....//S/.C..BENEDICT.GREENWELL.....
C. Benedict Greenwell, Clerk
ofCircuit Court for St. Mary's
County, Maryland

CERTIFICATE OF PUBLICATION
(Filed December 7, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND
This is to certify that the appended ORDER NISI has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for three successive weeks, prior to the 14th day of November andthat the first publication appeared in the issue of October 20, 1955.
SHERIDAN FAHNESTOCK, Publisher
/S/ PER BETTY CLIFFORD,

RATIFICATION OF AUDIT
(Filed December 12, 1955)

Ordered, this 7th day of December, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the Report of the Auditor made, stated and filed in the above entitled cause be finally ratified and confirmed, no cause to the contrary having been shown, although the Order Nisi has been duly published heretofore, as would appear from the Certificate of Publication herewith filed.

/S/ J. DUDLEY DIGGES
JUDGE

JOSEPH NORRIS AND DOROTHY M. NORRIS, INFANTS BY SADIE E. NORRIS, PARENT AND NEXT FRIEND AND MARY F. NORRIS, INFANT, BY SADIE E. NORRIS NEXT OF FRIEDN.	*	IN THE CIRCUIT COURT
	*	FOR ST. MARY'S COUNTY,
	*	MARYLAND
VS.	*	
		IN EQUITY NO. A-700
PHILIP H. DORSEY, JR. AND WILLIAM O. E. STERLING	*	
	*	

BILL OF COMPLAINT TO CONFIRM
CONTRACT OF INFANTS
(Filed July 30, 1955)

To the Honorable, theJudges of Said Court:

1. That Enoch A. Norris, late of St. Mary's County, Maryland, died, seized and possessed property located in the First and Eighth Election Districts of St. Mary's County, Maryland, called and known as Salisbury, Salisbury Plains, Part of Foster Hills and Netherton, believe to contain 443 acres, which was conveyed to the said Enoch A. Norris by deeds recorded in Libers E.B.A. No. 9, folio 93, J.M.M. No. 2, folio 88, J.M.M. No. 9, folio 171. Certified copies of the three deeds are herewith filed marked "Plaintiffs exhibit A,B,C.
2. That the said Enoch A. Norris was survived by his widow Sadie E. Norris, a son, Charles Norris, unmarried of legal age, a son, Joseph Norris, age 19 who intermarried with Mary F. Norris, age 17 years, and a daughter Dorothy M. Norris, age 14. The said Enoch A. Norris died in-testate.
3. That the Plaintiffs and Charles Norris have received an offer for part of the property, which is owned by said Enoch A. Norris and fully described in the Contract of Sale which is herewith filed and considered a part hereof, from the Defendants in the amount of $30,000.00 less $2,000.00 commission, which said offer they believe to be fair and reasonable for the land and the said Sadie E. Norris, acting as legal guardian and next of friend for the said infants, have entered into a Contrct of Sale for the above property, which she alleges and believes to be for the best interest and advantage of the said infants and for herself and adult son.
4. Your Plaintiffs hereby alleges that the price for said property is the highest obtainable and is fair and reasonable, since the buildings are fast deteriorating and a considerable sm of money will have to be spent to restore them in safe condition and practicially no income is being received from the operation of the farm and thereforeit will be to the best interest and advantgge of the said infants for the Contract to be ratified and confirmed and that a trustee be appointed to convey the interest of the said infants in and to the property to the saidpurchasers, and that the proceeds of said sale be applied to the paymentof the commission as aforesaid and the proper costs and the balance be divided among the parties in accordance with their respective interest therein.

To the end therefore,

1. That the contract be ratified and a trustee be appointed by this Honorable Court to convey the interest of the said infants in and to the property and the proceeds divided according to their respective interest.
2. That your Plaintiffs may have such other and further relief as their case my require.

And as in duty bound, etc.

/S/ PAUL J. BAILEY
Solicitor for the Plaintiffs

AUTHORITY TO USE NAME AS
NEXT FRIEND
(Filed July 30, 1955)

I, Sadie E. Norris, hereby authorize my name to be used as next friend of Joseph Norris and Dorothy M. Norris and Mary F. Norris, infants, in the above entitled case.

/S/ SADIE E. NORRIS
Sadie E. Norris

CONTRACT OF SALE
(Filed July 30, 1955)

This Agreement of Sale, made this 27th day of July, 1955, by and between Sadie E. Norris, widow, individually and as parent and next of friend of Joseph Norris, minor age 19 and Dorothy M. Norris, minor age 14, and as next of friend of Mary F. Norris, age 17 years, the wife of said Joseph Norris,, a minor and Charles Norris, unmarried, being the widow and heirs at law of Enoch A. Norris, deceased, hereinafter known as the sellers and Philip H. Dorsey, Jr. and William O. E. Sterling, as joint tenants hereinafter known asthe buyers.

Witness that the said sellers do hereby bargain and sell unto the said buyers, and the latter does hereby pubchase from the former the following described property, situate, and lying in the 1st and 8th Election District of St. St. Mary's County, Maryland of which Enoch A. Norris died, seized and possessed, called and known as Salisbury, Salisbury Plaints, Part of Foster Hills and Netherton, believe to contain four hundred and forty-three acres, which was conveyed to the said Enouch A. Norris by Deeds recorded in Libers E.B.A. No. 9, folio 93, J.M.M. No. 2, folio 88, J.M.M. No. 9, folio 171. Excluding drom this conveyance the land lying West of the road running from Ridge to Lexington Park supposed to contain about 11 acres and excepting from this conveyance 2 acres of land, which is hereby reserved, beginning at a stobat the sign board of the Plaza Theatre on the ease side of the Three Notch road and running thence North 210 feet to a stob, thence Ease 420 feet to a stob, thence South 210 feet to a stob, thence West 420 feet to the place of beginning, containing two acres, more or less. It being the intentions of the parties of the first part to convey all of the land in the 1st and 8th Election Districts of St. Mary's County of which the said Enoch A. Norris died, seized and possessed with the exception and reservation of the land lying on the West side of said Thee Notch road, supposed to contain 11 acres and the reservation of two acres above described.

It is under stood and agreed that if there is any variance or differance in the acreage that there will be no increase nor diminition in the purchase price.

At and for the price of $30,000.00 of which $2,000.00 have been paid prior to the signinghereof and the balance of $28,000.00 to be paid within ninety days from date.

It is understood and agreed by the sellers that the commission of $2,000.00 due to James Harden Brown, agent for making this sale shall be deducted from the purchase price and paid to the said James Harden Brown.

Cost of ratifying minors interest in the Circuit Court for St. Mary's County, Maryland ti be paid by the sellers.

And upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the buyers expense by the sellers, which shall convey the property by a good and merchantable title

to the buyers, free of liens and encumbrances except as specified herein; but subject however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any.

Taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the sellers shall immediately have all of te insurance policies on the property so endorsed as to protect all parties hereto, as their interests my appear, and continue said insurance in force during the life of this Contract.

This Contract contains the finaly and entire Agreement between the parties hereto, and niether they nor their agenst shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Witness in duplicate the hands and seals of the parties hereto the day and year first above written.

Witness:

/S/ PAUL J. BAILEY

/S/ SADIE E. NORRIS (SEAL)
Sadie E. Norris, Individually

Witness: As to All:

/S/ PAUL J. BAILEY

/S/ SADIE E. NORRIS (SEAL)
Sadie E. Norris, as parent and
Next of Friend of Joseph Norris

/S/ SADIE E. NORRIS (SEAL)
Sadie E. Norris, as parent and
Next of Friend of Dorothy M. Norris

/S/ SADIE E. NORRIS (SEAL)
Sadie E. Norris, next of friend
of Mary F. Norris

/S/ CHARLES NORRIS (SEAL)
Charles Norris, Unmarried

/S/ PHILIP H. DORSEY, JR. (SEAL)
Philip H. Dorsey, Jr.
Buyer's Signature

/S/ WILLIAM O. E. STERLING (SEAL)
William O. E. Sterling
Buyer's Signature

ORDER NISI
(Filed July 30, 1955)

Ordered by the Circuit Court for St. Mary s County, Maryland, in Equity, this 30th day of July, 1955 that the contract of sale filed in the above cause will be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 3rd day of September, 1955, provided a copy of this Order is published once a week in each of four successive weeks prior to the 3rd day of September, 1955. The contract of sale states the purchase to be $30,000.00.

/S/ C. BENEIDCT GREENWELL
C. Benedict Greenwell, Clerk of
The Circuit Court for St. Mary's
County, Maryland.

ANSWER
(Filed Aug. 17, 1955)

Niw come the Defendants, Philip H. Dorsey, Jr. and William O. E. Sterling, and in Answer to the Bill of Complaint filed in the above entitiled cause sate:

That they admit Allegations of paragraphs 1, 2, 3, and 4 or the Bill of Complaint.

Having answered fully the Bill of Complaint filed in the above cause, the Defendants pray this Honorable Court to pass a Decree in the premises that is deemed to be Meet and Just.

/S/ WILLIAM O. E. STERLING
William O. E. Sterling

/S/ PHILIP H. DORSEY, JR.
Philip H. Dorsey, Jr.

/S/ SERVICE OF COPY OF AFOREGOING ANSWER ADMITTED THIS 17TH DAY OF AUGUST, 1955.

/S/ PAUL J. BAILEY
SOLICITOR FOR PLAINTIFFS

PLAINTIFF'S EXHIBIT A
(Filed August 17, 1955)

This Deed, made this 7th day of November, in the year nineteen hundred and ten, by William B. Nelson, and Edward O. Weant, of Carroll County in the State of Maryland, trustees as hereinafter set forth.

Whereas by a decree of the Circuit Court for Carroll County dated the 14th day of July, in the year Nineteen hundred and Ten, and passed in a cause in said Court depending wherein William B. Nelson and Maude E. Nelson, his wife, were plaintiff and John F. Nelson and Deward O. Weant, Committee and Trustee of John F. Nelson, were defendants, No. 4540 Equity, the above named William B. Nelson and Edward O.Weant were duly appointed trustees with authority to sell the real estate in the proceedings in said cause mentioned, and whereas after having given bond and complied with all the other requisites of the decree, the said trustee did, on the 23" day of September, 1910, sell theproperty hereinafter described to Enoch A. Norris of Saint Mary s County, State of Maryland, for the sum of One thousand and twenty-five dillars which said sale has been duly recorded to and ratified by said court and the purchase money fully paid to the said trustees

for which see also same cause in the circuit court for St. Mary's County, being No. 1147 - N.E.

Now, therefore, this deed witnesseth that, in consideration of the premises and of the sum of one, dollar the said William B. Nelson and Edward O. Weant, trusree as aforesaid, do hereby grant and convey unto the said Enoch A. Norris, in fee simple all the right and title of all the parties to the aforesaid cause in and to all that tract or parcel of land commonly called and known by the name of "Salisbury", lying andbeing in the Eighth Election District of Saint Mary's County, State of Maryland, containing two hundred acres, more or less; it being th same land conveyed to John W. Nelson, by deed from Nannie M. Combs and Charlotte C. McShery, dated July 9", 1891, and recorded in Liber J.F.F. No. 12 folio 553, et seq., one of the Land Recrods of Saint Mary's County to which deed reference is hereby made, Together with the improvements thereon and the rights and appurtenances thereot belonging or appertaining.

As Witness our hands and seals the day and year first above written.

Test:

N. H. Baumgartner, William B. Nelson (Seal)

Edward O. Weant (Seal)
Trustees

State of Maryland, Carroll County, to wit:

I hereby certify that on this 7th day of November, in the year nineteen hundred and ten, before me the subscriber, a Notary Public of the State of Maryland, in and for Carroll County personally appeared William B. Nelson and Edward O. Weant, trustees as foresaid, and did each acknoledge the aforegoin deed to be their respective act.

(N.P.)
(Seal)

Nath'l H. Baumgartner
Notary Public
Commission Expires May 7, 1912.

Received this 10th day of November, 1910, at 1:30 o'clock P.M. for record, and same day recorded and examined per me.

Recdg. $1.80 Paid
Delive 11/19/1910

Enoch B. Abell,
Clerk

This is to certify that the above and foregoing is a true and correct copy of thr Deed as Contained in Liber E.B.A. No. 9, folio 93 & 94 one of the land records of St. Mary's County, Maryland.

In Testimont Whereof, I hereunto set my hand and affix the seal of Clerk of the Circuit Court for St. Mary's County, Md. this 17 day of August, 1955.

/S/ C. BENEIDCT GREENWELL
C. Benedict Greenwell, Clerk

PLAINTIFF'S EXHIBIT B
(Filed Aug. 17, 1955)

U.S.I.R. Stamps : This Deed, Made this 21st day of November in the year Nineteen hundred and twenty-three, by Geroge Kusnir and Mary Kusnir, his wife, of St. Mary's County, State of Maryland,.

.50¢ : Witness that in consideration of the sum of Three hundred and fifty dollars, the receipt of which is acknowledged, and the assumption of and the promise to pay by the grantee herein a mortgage of the lan hereinafter described and conveyed which said mortgage is the sum of $2500.00 dated March 25, 1918 being executedby the said grantors in favor of John G. H. Lilburn and recorded among the Land Record of said St. Mary s County in Liber E.B.A. No. 17, filio 75 et seg. the said George Kusnir and Mary Kusnir, his wife, do hereby grant and convey unto Enoch A. Norris of Whashington City in the District of Columbia, his heirs and assigns, in fee simple all their right, title, interest and estate at law and in equity in and to all those several lots, tracts, pieces or parcels of land now comprising one form generally called and known as Part of Salisbury Plaints and Part of Fairfields lying and being partly in the first and partly in the eighth Election District of Saint Mary's County, State of Maryland, containing as the grantors are informed and believe One hundred and on acres more or less but which contain according to the deed records of said County Ninety three acres more or less. It being the same and all the land conveyed to the said George Kushnir by the deed dated March 25, 1918 from Elizabeth M. Pembroke and recorded among the land Records of Said St. Mary's County, in Liber E.B.A. No. 17, folio 74.

Cancelled
.....

Together with the improvements threon and the rights roads ways waters privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the land and premises above described and hereby conveyed unto and to the said Enoch A. Norris, his heirs and assigns in fee simple.

And the said George Kusnir and Mary Kusnir, his wife, do hereby covenant that they will warrant specially the property hereby granted and conveyed except as to themortgage thereon herein above mentioned and that they will execute further assurances of said land as my be requisite.

As witness our hands and seals the day and year first above written. Witness WM. Meverell Loker.

W.H.B. Wise

George Kusnir Seal

Mary Kusnir Seal

State of Maryland Saint Mary's County, to wit:

I hereby certify that on this 21" day of November, in the year Nineteen hundred and twenty three before me the subscriber a Notary Public of he State of Maryland in and for St. Mary's County, personally appeared George Kusnir and Mary Kusnir, his wife, and did each acknowledged the foregoing deed to be their respective act.

As witness my hand and Notorial Seal

N.P.
SEAL

W.H.B. Wise
Notary Public

REc'd this 21st day of November, 1923, at 12:05 o'clock P.M. for record same day recorded and examined by me.

Jos. M. Mattingly, Clerk

Redg. $1.75 Pd. Del 4/22/24 to E.A.N.
True Copy: TEST

/S/.C..BENEDICT.GREENWELL..
C. Benedict Greenwell
Clerk of the Circuit Court
for St. Mary's County., Md.

IN EQUITY NO. A-700

PLAINTIFF'S EXHIBIT C
(Filed August 17, 1955)

U.S.I.R. Stamps : This Deed, Made this 28th day of March in the year one thousand nine hundred and thrity
$4.50 five, by John H. T. Briscoe, of Saint Mary's ounty, State of Maryland, trustee as here-
iCancelled * inafter set forth.
..... Whereas by a decree of the Circuit Court for St. Mary's County, Maryland, dated the 26th day of October in the Year nineteen hundred and thirty four, and pssed in a cause in said Court depending wherein Enoch A. Norris was complainant and Clara Jenkins Livelsburger and others were defendants, the above named John H. T. Briscoe was duly appointed trustee, XXXX with authority to sell the real estate in the proceedings in the said cause mentioned.

And whereas, after having given bond and complied with all the other requis tes of the decree the Trustee did, on the 24th of November, in the said year sell the property hereinafter described to Enoch A. Norris at public sale for the sum of four thousand fifty dollars ($4,050) which said sale has been duly reported to and ratified by said Court, and the purchase money fully paid to the said Trustee.

Now, therefore, this deed witnesseth that, in consideration of the premises and of the Sum of One Dollar, the said John H. T. Briscoe, trustee as aforesaid, does grant and convey unto the said Enoch A. Norris all the right and title of all the parties to the aforesaid cause in and to all that piece or parcel of land situated and lying the First Election District of Saint Mary's County, Maryland called "Foster Hills" or by whatsoever name or names the same may be known, containing 234 acres, more or less, binding on the Chesapeake Bay and adjoining the land formerly owned by Mary E, Aird, and being all and the same tract or parcel of land conveyed to Mary J. Norris then Mary J. Langley, by deed from P. Bennett Ford, Trustee, dated February 7th, 1902 and recorded in Liber E.H.A. No. 3 folio 110, one of the Land Records of St. Mary's County, Maryland and being lznd of which the said Mary J. Norris died seized and possessed.

Together with the buildings and improvements thereon erected made or beingand all and every thright alleys ways waters provileges appurtenances and advantages to the same belonging or in any wise 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 ofthe said Enoch A. Norris his heirs and assigns forever in fee simple.

Withess the hand and seal of said Grantors.

Test: John H. T. Briscoe Seal
W. H. B. Wise Trustee

State of Maryland Saint Mary's County, to wit:

I hereby certify, that on this 28th day of March in theyear one thousandnine hundred and thirty five before me the subscriber a Notary Public of the State of Marylandin and for Saint Mary's ounty aforeaid personally appeared John H. T. Briscoe, Trustee the grantor in the aforegoing deed and acknowledged the foregoing Deed to be his act.

Witness my hand and notarial seal:

N.P. W. H. B. Wise
Seal Notary Public

Received this 2nd day of April, 1935, at 4:00 Oclock P.M. for record Same day recorded and examined per me.

Jos. A. Mattingly, Clerk

Recording $2.00 Paid Deld. to J.H.T. Briscoe Atty 4/15/35

True Copy : Test

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell
Clerk of the Circuit Court
for St. Mary's Co., Md.

.....

NOTICE TO TAKE DEPOSITION
(Filed August 19, 1955)

TO THE HONORABLE JUDGES OF SAID COURT:

Leave of Court having been obtained and notice having been given me by Solicitor for the Complainatns of a desire to take testimony, I Oliver, R. Guyther, a standing Examiner of the Circuit Court for St. Mary's County, Matyland, in Equity, duly qualified and sworn, met on the 17th day of August, 1955, at 10:00 A.M. as the day and time and at the office of Oliver R. Guyther, Leonardtown, Maryland, as the p ace for taking of said testimony, at which last mentioned date, time, and place, I attended and in the presence of the Plaintiffs, their attorney and witnessess, proceeded to take the followin interrogatories and the answers thereo.

/S/ OLIVER R. GUYTHER, EXAMINER
Oliver R. Guyther, Examiner

TESTIMONY
(Filed August 19, 1955)

Sadie E. Norris, a witness of lawful age, after being duly sworn testified in answer to the following interrogatories:

1. State your name, age, residence and occupation?

Ans. My name is Sadie E. Norris, my age is 53 years old, my residence in Park Hall, St. Mary's County, Maryland and my occupation is housekeeper for mu children and part time work at the cafeteria at St. Michael's School.

2. Who was Enoch A. Norris?

Ans. He was my husband and he was born and raised in St. Mary's County, Maryland and he lived here all of his life and he died July 4th, 1942, He left no will.

3. Did he own at the time of his death, a farm in the First and Eighth Election Districts of St. Mary's County, Maryland?

XXXXXXXX

Ans. Yes, and all of the land together, I have always understood it ot be something over 400 acres, around 450, but I don't know exactly.

4. Mrs. Norris, I show you three deeds marked exhibits A, B, and C, one from George Kusnir, one from John Briscoe, Trustee and third from William B. Nelson and others. Are you familiar with these conveyances?

Ans. I understand that that is the land, though I don't know exactly which land is covered by each deed.

5. Did Mr. Norris leave any children?

Ans. Yes, and they are all living and they are Charles E. Norris, unmarried, age 21 years old last June, Joseph C. Norris, who was 19 last May and whose wife is Mary F. Norris, who is 17 years old and the third child is my daughter Dorothy A. Norris, who was 14 her last birthday.

6. Have you received an offer for part of the farm which you have mentioned of $30,000.00 less commission

IN EQUITY NO. A-700

and kindly answer fully?
Ans. Yes, that is the contract that you hold in your hand, which I signed for myself and for my children agreeing to sell the farm to Mr. Dorsey and Mr. Sterling, excepting our home lot of about 11 acres where we now live on the West side of the road and excepting two acres on the East side of the road, all of which is set out in the Contract.
7. Do you believe the offer you have received is fair and reasonable and do you believe the sale as set out in the Contract would be for the best interest and advantage of the infants, of yourself and of your own adult son and answer fully?
Ans. Yes, I believe it is fair and reasonable, For two or three years I have been trying to sell the property through Senator Goldstein and through Mr. Harden Brown and this is the highest offer I have obtained. All the timber has been sold off the entire farm and though the farm has a large acreage the waterfront on the bay is aout 250 yards and it breaks some in storms and it has been difficutl to get anyone to cultivate the approximately 65 acres, which are workable on the farm. The farm has one tobacco barn about 40' by 60', which is in very bad shape. There is a stable about 80' by 20', which is in right good shape. The only other buildings on the farm is a small weather beaten cottage, which is so delapidated that it has no value. There are no other buildings on the part of the farm that we are selling. There is no regularly keptroad from the state road to the water front, which is about a mile and a half. The highest rent I have received from the farm, since my husband's death in 1942 was $800.00 a year. Last year I got about $150.00 from the farm and after I paid taxes, etc. I had nothing left. Our income is small and none of the children are able to cultivate the farm, it's going down all the time, therefore I believe the property should be shold and the money divided and invested in a better way and this is the highest price I have been offered for the farm. I have never enev thought of fixing the buildings or the road because we just don't have the income and the oldest bou has a crippled leg and it has taken a large abount of our small income fof his treatments.
8. Do you wish the Court to ratifiy and comfirm the Contract of Sale and that a Trustee be appointed to convey the childrens interest in the property to the purchasers according to law?
Ans. Yes, I do feel it would be to the best interest to theminor children.
In Answer to the general interrogatory she answered "no.".

/S/ SADIE E. NORRIS
Witness

/S/ OLIVER R. GUYTHER, EXAMINER
Examiner

George Henry Wise, a witness of lawful age, after being duly sworn testified in answer to the following interrogatories:
1. State your name, age, residence and occupation?
Ans., My name is George Henry Wise, my age is 74 year old, my residence is Lexington Park, R.F.D., St. Mary's County, Maryland and my occupation is retired farmer.
2. Did you know Enoch Norris and do you know his family and their farm at Park Hall?
Ans. I was born and raised on Chesapeake Bay right near Mr. Norris and lived their all my life. I knew him, his wife, Mrs. Sadie Norris, their children and I have been all over that farm ever since I was a boy!
3. Describe the farm.
Ans. There is about 450 acres in the farm, about 250 yeard of frontage on the bay shore and both ends of the 250 yeards are marsh. About 130 feet of the waterfront is about 8 feet high, a bank, the rest of the frontage is marsh. It's about one mile and a XX half from the bay to the state road. The timber has been cut about three years ago. The road is very bad and about 60 acres arable land. The rest in hilly cuts over woods. About a half of mile of the cut over woods joins the state road. The tobacco barn is in bad shape. The stable is in right fair shape. The cottage is about gone. There are no other buldings on the land that Mrs. Norris is selling. The land on the other side of the road, which I understand she is keeping has three houses on it.
4. Mr. XXXXXX Wise, assuming that Mrs. Norris has a sale for all the farm on the Bay side of the state road, less a two acre lot next to the theatre sign, which is 210 feet on the main road and 420 feet deep. What would you say as to the fairness of a price of $28,000.00 net to the owners?
Ans. I think that is a good price, as about six years ago we owned a farm near by which with about as much frontage on the water as Mrs. Norris has on the road and about 386 acres and our farm brought $15,000.00 at a public auction. You can't get any ody to work a farm anymore around our neighnorhood and everybody works at Cedar Point. There would be better ways for the children to have their money invested.
In answer to the general introogatory he answered "no".

/S/ GEORGE HENRY WISE
Witness

/S/ OLIVER R. GUYTHER, EXAMINER
Examiner

John R. Drury, a witness of lawful age, after being duly sworn testified in answer to the following interrogatories:
1. State your name, age, residence and occupation?
Ans. My name is John R. Drury, my age is 62 years old, my residence is Leonardtown, St. Mary's County, Maryland and my occupation is real-estate and insurance. I have been in the real-estate business 24 years.
2. Are you familiar with the farm on the left side of the three Notch road situated in the first and eighth election districts of St. Mary's County, Maryland, owned by the late Enoch Norris and if so please describe same?
Ans. I have been to the property several times and am very well familiar with the farm and the value of it as I have sold property in that vicinity. The farm consists of approximately 450 acres and has about 200 years on the Chesapeake Bay. But it washes very badly and has a marsh on each end. The road is in very bad condition and would costs approximately $5,000.00 to repair the road as it is about a mile and half to the State road. I feel that $28,000.00 is a very good price for the farm and it would be to the best interest and advantage of the infants if the sale was approved and the money invested. I understand the farm is not producing anything and is depreciating and it well to sell it while the market is up.
In answer to the general interrogatory he answered "that's all".

/S/ JOHN R. DRURY
Witness

/S/ OLIVER R. GUYTHER, EXAMINER
Examiner

No other witnesses having been produced before me, I then at the request of the attorney for the Plaintiff close the deposition and herewith return the same to this Honorable Court under my hand and seal.

Witness my hand and seal this 17th day of August, 1955.
Examiner's fee $10.00

/S/ OLIVER R. GUYTHER, EXAMINER
Examiner

IN EQUITY NO. A-700

CERTIFICATE OF PUBLICATION
(Filed September 6, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.

This is to certify that the appended Order Nisi has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary s County, Maryland, once a week for 4 succes ive weeks prior to the Sept. 3-1955 and that the first publication appeared in the issue of Aug. 4, 1955.

BEATRICE GREEN, EDITOR
/S/ SABE BRUBACHER

BOND
(Filed Sept. 13, 1955)

Bond No. 540033

KNOW ALL MEN BY THESE PRESENTS, that we Joseph D. Weiner, Paul J. Bailey, Leonardtown, Maryland as Principal and The Hartford Indemnity Company as Surety, are held and firmly bound unto the State of Maryland in the full and just some of Seven Thousand and 00/100 ($7,000.00) Dollars, to be paid to the State of Maryland aforesaid. To which payment, well and truly to bemade and done, we bond ourselves and everyone of us, our and everyone of our heirs, Executors, and Administrators, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals, dated this 30th day of ~~XXXXXXXX~~ July, 1956.

WHEREAS, by an order of the Circuit Court of St. Mary's County, Maryland dated July 25, 1956, Joseph D. Weiner was appointed Trustee of certain funds accruing to Joseph Norris, Dorothy N. Norris and Mary F. Norris, Infants.

NOW THEREFORE, the condition of the above obligation is such that if the above bounden Paul J. Bailey as Trustee, shall, in all respects, perform the duty of Trustee to the said Joseph, Norris, Dorothy N. Norris, and Mary F. Norris, Infants, according to law, then the a ove obligation shall cease; it shall otherwise remain in full force and virtue in law.

Signed, sealed and delivered in the presence of;

/S/ PAUL J. BAILEY (SEAL)

THE TRAVELERS INDEMNITY COMPANY (SEAL)

By: /S/ AUTHUR L. RYSTICKEN
Authur L. Rysticken, Attorney-in-fact

BILL
(Filed Sept. 13, 1955)

LEXINGTON PARK
REALTY & INSURANCE COMPANY
Lexington Park, Maryland
Great Mills 4621

Date September 10, 1955

To Mr. Paul J. Bailey
Leonardtown, Maryland

Mortgagee:

Renewal Date	Policy Number	Company	Property and coverage	Amount	Premium
	540033	Travelers	Bond	$12,000	$48.00

Premiums are Due and Payable The Date
Policy Becomes Effective

AUTO FIRE CASUALTY LIFE

BILL
(Filed September 13, 1955)

OFFICE OF THE CERRK OF THE CIRCUIT COURT

Jos. D. Weiner
Leonardtown,
Maryland

To C. BENEDICT GREENWELL, DR.
Leonardtown, Maryland

Re: No. A-700 Norris vs. Dorsey, et al

Sept. 13, 1955 Clerk's Costs 10.50

DECREE RATIFYING SALE OF INFANTS'
INTEREST IN REAL ESTATE
(Filed Sept. 13, 1955)

This cause standing ready for hearing and being submitted on Bill, Answer and Testimony, the proceedings were read and considered.

It is thereupon this 7th day of September, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale of the interest of the infants in these proceedings mentioned in and to the real estate mentioned and described in the above entitiled cause, be and the same is hereby finally ratified and confirmed.

And it is further adjudged, ordered and decreed that Paul J. Bailey, be and he is hereby appointed as trustee to convey the interest of the said infants in and to the said real estate to Philip H. Dorsey, and William O. E. Sterling, the defendants and purchasers in these proceedings mentioned. The said trustee shall first file in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland, a bond to the State

IN EQUITY NO. A-700

executed by him, with a surety or sureties to be approved by this Court, or the Clerk thereof, in the penalty of Twelve Thousand ($12,000.00) conditioned for the faithful performance of the trust reposed by him by this Decree. He shall then, by a good and sufficient deed, to be executed and acknowledged according to law, convey to the purchasers thereof, their heirs and assigns, the interest of the said infants in and to the real estate in these proceedings mentioned, free, clear and discharged from all claims of the parties to this cause or XX of any person or persons claiming by, from or under them; the said trustee shall then bring into this Court the money arising from the said sale of the interest of the said infants, to be disposed of under the direction and order of this Court, after deducting therefrom the proprata proportion of the commission to be paid to James Harden Brown as real estate agent, in accordnance with the terms of the contract of sale heretofore filed in this cause. The matter is now referred to Auditor to state an account.

/S/ J? DUDLEY DIGGES
J. Dudley Digges, Judge

AUDITOR'S REPORT
(Filed Sept 14, 1955)

Paul J. Bailey, Trustee

In Account with the proceeds from the sale of the real estate sold by him under decree of Court in the above-entitled cause:

1955. July 27, To proceeds of sale of infants' interest as per report (2/3 of 2/3 of $30,000.00)	$13,333.34	
BY COSTS AND EXPENSES AS FOLLOWS:		
C. Benedict Greenwell, Clerk, his costs		$ 10.50
XXX Paul J. Bailey, Attorney for Plaintiffs, appearance fee		30.00
Lexington Park Realty & Insurance Co., Premium Bond		48.00
Oliver R. Guyther, Examiners fee		10.00
Paul J. Bailey, Trustee's commission (6% of $13,333.34)		800.00
James H. Brown, Real Estate Agent's Commission (1/3 of 2/3 of $2,000.00)		444.45
James H. Brown, Real Estate Agent's commission (1/3 of 2/3 of $2,000.00)		444.45
St. Mary's Beacon, publication of two (2) Orders Nisi @ 10.00		20.00
W. M. Loker, Jr., Auditor's Reports		27.00
TOTALS	$13,333.34	$ 1,835.40
By Amount to balance		11,497.94
TOTALS	$13,333.34	$13,333.34
Balance distributable as above:	$11,497.94	
DISTRIBUTION:		
To Sadie E. Norris, parent and next friend of Joseph Norris and Mary F. Norris (½ of $11,497.94)		$ 5,748.97
To Sadie E. Norris, parent and next friend of Dorothy M. Norris, (½ of $11, 497.94)		$ 5,748.97
TOTALS	$11,497.94	$11,497.94

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR AUDITOR begs leave to report that in the above-entitled cause, after charging the Trustees with the share of the infants' interest from the proceeds of the real estate sold by him under decree in the above entitled cause, he has allowed the costs and expenses of the said sale against the said infants' share of the said proceeds as per vouchers filed in this cause. He then distributed the balance of the said infants' share of the said proceeds of sale to Sadie E. Norris, parent and next firend of the said infants in accodance with their respective interests.

Respectfully submitted,

/S/ W. M. LOKER, JR.
W. M. Loker, Jr., Auditor

ORDER NISI
(Filed Sept. 14, 1955)

Ordered this 14th day of September, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the report of the auditor, made, stated and filed in the above case, be ratified and confirmed unless cause to the contrary heretof be shown prior to the 8th day of October, 1955, provided a copy of this Order be published in some newspaper in St. Mary's County, Maryland once a week in each of three successive weeks prior to the 8th day of October, 1955.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell
Clerk of the Circuit Court for St. Mary's County, Maryland

CERTIFICATE OF PUBLICATION
(Filed October 13, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND
This is to certify that the appended Order Nisi has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary's County Maryland, once a week for 4 successive weeks prior to the 8th of October and that the first publication appeared in the issue of Sept. 15, 1955.
SARA BRUBACHER
/S/

IN EQUITY NO. A-700

FINAL ORDER OF RATIFICATION OF AUDITOR'S REPORT
(Filed October 19, 1955)

Ordered this 19th day of October, 1955 by the Circuit Court for St. Mary's County, Maryland in Equity that the aforegoing report and account of auditor be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice as required by law was duly published as per certificate of publication filed herein.

/S/ J. DUDLEY DIGGES
Judge

RULE TO SHOW CAUSE WHY CASE SHOULD NOT BE DISMISSED
(Filed September 20, 1963)

It appearing from the record in these proceedings that there has been no action of record taken by any party in regard to the above styled case for more than one year prior to the date of this Order.

It is therefore this 20th day of September, 1963, ORDERED by the Circuit Court for St. Mary's County, Maryland, that the above styled cause be dismissed and judgment entered against the Plaintiff for accrued costs, unless cause to the contrary be shown on or before thrity days from date of this Order.

It is further ORDERED that the Clerk of this Court mail a true copy of this Order on the day of signing if this Order to the Plaintiff(s) or the attorneys of record, as well as all other parties, or thdr attorneys of record, who have answered or otherwise filed a responsive pleading.

It if further ORDERED that the Clerk shall make a notation on this Order of hsi compliance with the duties herein imposed upon him.

/S/ PHILIP H. DORSEY, JUR.
Judge

CLERK'S CERTIFICATION

I hereby certify that on this 20th day of September, 1963, I did mail a true copy of the aforegoing Order to:

Paul J. Bailey, Esq.
Leonardtown, Maryland

William O. E. Sterling, Esq.
Leonardtown, Maryland

/S/ C. BENEDICT GREENWELL Clerk
Circuit Court for St. Mary's County,
Maryland

IN EQUITY NO. A684

T. HOWARD DUCKETT AND JAMES W. GILL, Trustees	*	IN THE CIRCUIT COURT FOR
	*	ST. MARY'S COUNTY, MARYLAND
vs.	*	
THE LEXINGTON PARK COMPANY, a Maryland Corporation	*	IN EQUITY NO. A-684
	*	

PROCEEDING TO FORECLOSE DEED OF TRUST FRO,M
THE LEXINGTON PARK CO., A MARYLAND CORPORATION,
DATED SEPTEMBER 18, 1947, RECORDED IN LIBER CBG.
14, FOLIO 219, ONE OF THE LAND RECORDS OF ST.
MARY'S COUNTY, MARYLAND
(Filed June 14, 1955)

To the Clerk of Court:

Please docket the above-entitled suit, prepare a certified copy of the deed of trust, file in the proceedings, and enter the appearance of Loker and Wigginton as attorneys for the Trustees.

/S/ WM. ALECK LOKER
Attorneys

LOKER and WIGGINTON
Attorneys at Law
Leonardtown, Maryland

DEED OF TRUST
(Filed June 14, 1955)

THIS DEED, made this 18 day of September, 1947, by and between
THE LEXINGTON PARK COMPANY, a Maryland Corporation, party of the first part, and T. Howard Duckett and James W. Gill, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto Prince Georges Bank andTrust Company, Hyattsville, Maryland, a corporation organized and existing under the laws of the State of Maryland, in the principal sum of Eighty-One Hundred and no/100 Dollars ($8100.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid balance until paid, for which amount of the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Forty-Two and 77/100 Dollars ($42.77), commencing on the first day of November, 1947, andon the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 1972.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costsand expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to THE LEXINGTON PRK CO, a Maryland Corporation in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the county of St. Mary's and State of Maryland, known and distinguished as Lot numbered Eighteen (18) in Block lettered "Q" in the subidvision known as "Patuxent Park, Section 1", in the Eighth Election District of St. Mary's County, State of Maryland, as per plats of said subdivision duly recorded among the Land Records of St. Mary's County in Plat Book CBG numbered 17, Plat 409, and rerecorded in Plat Book CBG numbered 18, Plat 245, one of the Land Records of said County.

SUBJECT to building restriction lines and easements as shown on the recorded plats of said subdivision and to covenants and restrictions as imposed by The Lexington Park Co., dated May 2, 1946, and recorded October 31, 1946, among the Land Records of St. Mary's County, State of Maryland.

INCLUDING gas range, domestic hot water heater, electric fixtures, shades and screens now installed or used in the premises aforesaid, it being the intention of the parties hereto, their heirs, successors or assigns, that all suc equipment and fixtures, as aforesaid, shall become permanently annexed to said premises and a part of the real estate aforesaid and security for the payment of the indebtedness hereinbefore referred to.

This is to certify that the attached is a true copy of the original ducument.
DOLLAR SAVINGS BANK OF THE CITY OF NEW YORK

/S/ THOMAS W. CHUMP T
Treasurer

together with all the improvements in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

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

IN AND UPON THE TRUST, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter rpovided

And upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at its cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the saidnote or of any monthly installments of principal andinterest as hterein provided, or in the payment of any of the monthly sums for ground fents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter rprivded, or upon any default in payment on demand of any money advanced by the holder of said hote on account of any proper cost, charge, commission, or expense in and abouthe same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at fur

and one-half per centum (4½%) per annum from date of such advance (It being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenats herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such timeand place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, andall moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, andassessments, dueupon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on theamount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the inerest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, its successors ro assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

And the party of the first part, in order more fully to protect the secutity of this Deed of Trust, covenatns and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided, Privilege is reserved to pay the debt in whole, or in an amount wqual to one or more monthly payments on the principal that are nxt sue on the note, on the first day of any month prior to maturity: PROVIDED HOWEVER, That written notice of an ihtention to exercise such privlege is given at least thirty (30) days prior to prepayment; and PROVIDED FURTHER, That in the event this debt is paid in full prior to maturity and at thattime ti is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to th holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by theholder thereof upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under The terms of the note secured hereby, he will pay to the holder of the said note, on the first day of each month untill the said note is fully paid, the following sums:

(a) If this Deed of Trust and the said note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the holder of the note in funds with which to discharge its obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulations thereunder. Tje jolder of the note shall, on the termination of its obligation to psy mortgage insurance premiums, credit to the account of the party of the first part all payments made under the provisions of this subsection which the holder of thenote has not become obligation to pay to the Federal Housing commissioner.

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

(c) All payments mentioned in the two preceding subsections of this parabraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Fedeal Housing ommissioner:
(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the note secured hereby; and
(IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (b) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes, or assessments or insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (b) of paragraph 2 preceding shall not be sufficient to pay ground re rents, taxes, and assessments, and insurance premiums, asthe case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of theentire indebtedness represented thereby, THE SAID HOLDER SHALL, IN COMPUTING the amount of such indebtedness, credit to the account of the party of the first part all payments made under the provisions of (a) of paragraph 2 hereof, which the holder of said note has note become obligated to pay to the Fedeal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the privisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note shall apply, at the time of the commencement of such preceedings or at the time the property is otherwise acquired, the balance then remainingin the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remainingunpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates and other governmental or municiapl charges fines or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts thereoff to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

5. That he will keep the said premises in as good order and condition as they are now andwill not

commit or permit any waste thereof, reasonable wear and tear excepted.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premiums on such insurance, provisions for pyament of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to hte holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds or any part thereof, amy be applied by the holdsr of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. The party of the first part further agrees that should this Deed of Trust and the note secured hereby not be eligible for the insurance under the National Housing Act within six (6) months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (1/2) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

9. That if any suit, action, or porceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or porperty or funds which may become part thereof, he will pay all costs andcharges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

The covenants herein contained shall bind, and the benfits 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 corporate seal of the said corporation and the signature of William Goldman, its President, attested by Samuel P. Donis, its Secretary, on the day and year first hereinabove written.

Attest: THE LEXINGTON PARK CO.

/S/ SAMUEL P: DONIS
Samuel P. Donis, Secretary

By: /S/ WILLIAM GOLDMAN (SEAL)
William Goldman, President

DISTRICT OF COLUMBIA, SS: to wit:

I HEREBY CERTIFY, That on this 18 day of September, 1947, before me, the subscriber a Notary Public in and for the District of Columbia aforesaid, personally appeared William Goldman, President of The Lexington Park Co., grantor in the foregoing and annexed deed and he acknowledged the foregoing deed to be the act and deed of the said The Lexington Park Co.

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

/S/ V. EUGENIA THOMAS
Notary Public

My Commission Expires October 22, 1950

DEED OF TRUST NOTE
(Filed June 14, 1955)

$8100.00

Hyattsville, Maryland
September 18, 1947

FOR VALUE RECEIVED, the undersigned ppomise(s) to pay to

Prince Georges Bank and Trust Company, Hyattsville, Maryland

or order, the principal sum of Eighty-One Hundred and no/100 Dollars ($8100.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid balance until paid, said princiapl and interest being payable at the office of

Prince Georges Bank and Trust Company, in Hyattsville, Maryland

or at such other place at the holder hereof may designate in writing, in monthly installments of Forty two and 77/100 Dollars ($42.77), commencing on the first day of November, 1947, and on the first day of each month thereafter until the principal and interest are fully paid except that the final payment of principal and interest, if note sooner paid, shall be due and payable on the first day of October, 1972.

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

Presentment, protest and notice are hereby waived.

Without recourse pay to the order of
Dollar Savings Bank of the City of
New York, New York
FEDERAL NATIONAL MORTGAGE ASSOCIATION
BY /S/ C. L. MCMURTUS
Agent

THE LEXINGTON PARK CO.

BY /S/ WILLIAM GOLDMAN
William Goldman, President

Attest: /S/ SAMUEL P. DONIS
Samuel P. Donis, Secretary

THIS IS TO CERTIFY that this is the note described in, and secured by, a Deed of Trust of even date herewith and in the same principal amount as herein stated to T. Howard Duckett and James W. Gill, Trustee(s), on real estate located in St. Mary's County, State of Maryland, and known as : Lot numbered 18 in Block

lettered "Q", "Patuxent Park, Section 1", as per plats of said subdivision recorded among the Land Records of St. Mary's County, Plat Book CBG 17, Plat 409, and rerecorded in Plat Book CBG 18, Plat 245.
Dated this 18th day of Setpember, 1947.

/S/ V. EUGENIA THOMAS
Notary Public

February 2, 1948

It is mutually agreed between the Borrower and the Lender that the first payment under this note shall become due and payable on March1, 1948, instead of on November 1, 1947, and the last payment shall become due and payable on February 1, 1973, nothing herein to affect the other conditions of this note or the Deed of Trust securing the same.
Attest:

/S/ DAVID GRAFF — BY /S/ WILLIAM GOLDMAN

ATTEST: — PRINCE GEORGES BANK & TRUST CO

/S/ HENDRINX (?) — BY /S/ WILLIAM BORRIE
Assistant Treasurer — Vice President

This loan acutally disbursed 2/3/48 andinterest charged from that date.

Payment Number	Due Date	Payments Made Interest	Principal	Unpaid Principal Balance
1	3-1-48	$25.20	$15.77	$8,084.23
				8,068.41
2	4-1-48	26.95	15.82	
3	5-1-48	26.89	15.88	8,052.53

BOND
(Filed July 20, 1955)

KNOW ALL MEN BY THESE PRESENT, That we, T. Howard Duckett and James W. Gill, Trustees, and Maryland Casualty Company of Baltimore, Md. a body corporate, are held and firmly boundunto the State of Maryland in the full and just sum of Eight Thousand Dollars ($8,000.00) to be paid to the State of Maryland or its certain attorney or assigns, to the payment thereof 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 withour seals and ated this 19th day of July, 1955.

WHEREAS, by deed of trust dated September 18, 1947, and recorded in Liber CBG No. 14, folio 219, of the land records of St. Mary's County, Maryland, The Lexington Park Co., a Maryland Corporation, did grant, bargain, sell and assign and transfer unto T. Howard Duckett and James W. Gill, Trustees, as therein named, their heirs, executors, administors and assigns, all of the property therein described and referred to in said Deed of Trust for the uses and purposes therein named, mentioned and declared.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the above bound T. Howard Ducktt, and James W. Gill do and shall well and faithfully perform the trust reposed in them in and by the above deed of trust mentioned and declared; and also, do and shall well and faithfully perform the trust reposed in them in and by the above deed of trust mentioned and declared; and also, do and shall well and faithfully perform the trust reposed in them by said deed and observe the provisions of the Maryland Code of Public General Laws, then the above obligation shall be void otherwise to be and remain in full force and virtuee in law.

WITNESS their hands ad seals.

WITNESSL — /S/ T. HOWARD DUCKETT (SEAL)

/S/ GENEVIENE D. HEIUSS — /S/ JAMES W. GILL (SEAL)

COUNTERSIGNED
MARYLAND CASUALTY COMPANY

/S/ GENEVIENE D. HEIUSS — Surety: by /S/ JOHN R. DRURY
Attorney-in-fact

/S/ JEAN E. PAYNE

ORDER NISI
(Filed August 4, 1955)

Ordered, that the sale of the property mentioned in these preceedings, made to Dollar Savings Bank of the City of New York, and reported by T. Howard Duckett and James W. Gill, Trustees, be ratified andconfirmed unless cause to the contrary thereof be shown on or before the 2nd day of September, 1955; provided a copy of this order be inserted in some weekly newspaper, printed in St. Mary's County, Maryland, once in each of three successive weeks before teh 2nd day of September, 1955.

The report states the amount of sale to be $3500.00.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell
Clerk of the Circhit Court
for St. Mary's County,
Maryland

REPORT OF SALE
(Filed August 4, 1955)

To the Honorable, the Judges of said Court:

The Report of Sale of T. Howard Duckett and Jamew W. Gill, Trustees, under a certain deed of trust from The Lexington Park Company, a Maryland corporation, dated September 18, 1947, and recorded among the Land Records of St. Mary's County, Maryland in Liber CBG No. 14, at folio 219, respectfully shows:

That default having occurred in the payment of the debt secured by said conveyance, and at the request of the party thereby secured, after having complied with all of the other prerequisites as prescribed by law and said conveyance, and after having given notice of the manner, time, place

IN EQUITY NO. A-684

and said conveyance, and after having given notice of the manner, time, place and terms of sale by advertisement in the St. Mary's Enterprise", a weekly newspaper published in said county for at least three successive weeks before the date of sale, T. Howard Duckett, one of the Trustees herein named, pursuant to such notice, attended at the Court House Door in Leonardtown, St. Mary's County, Maryland, on July 20, 1955, at 11:00 o'clock A.M., and then and there offered for sale to the highest bidder and sold the said property to The Dollar Savings Bank of the City of New York for the sum of Three Thousand Five Hundred ($3500.00) Dollars.

The terms of sale as given in said advertisement were all case upon ratification of the sale by the Court. A deposit of Five Hundred and 00/100 Dollars ($500.00) was required at the time of sale and State and County taxes, town taxes, and assessments, if any, are to be adjusted to the date of sale. Conveyancing recording, notary fees, State and Federal stamps to be at the cost of the purchaser. The terms of sale are to be complied with within five (5) days after the final ratification of the sale by the Court: ot erwise; the property will be resold at the risk and cost of the defaulting purchaser.

Respectfully submitted,

/S/ T. HOWARD DUCKETT
T. Howard Duckett, Trustee

/S/ JAMES W. GILL
James W. Gill, Trustee

ORDER NISI
(Filed Aug. 4, 1955)

Ordered, that the sale of the property mentioned in these proceedings, made to Dollar Savings Bank of the City of New York, and reported by T. Howard Duckett and James W. Gill, trustees, be ratified anconfirmed unless cause to the contrary thereof be shown on or before the 2nd day of September, 1955; provided a copy of this Order be inserted in some weekly newspaper, printed in St. Mary s County, Maryland, once in each of three successive weeks before the 2nd day of September, 1955.

The report states the amount of sale to be $35000.00.

/S/.C..BENEDICT.GREENWELL.....
C. Benedict Greenwell
Clerk of the Circuit Court
for St. Mary's County, Md.

CERTIFICATE OF PUBLICATION
(Filed August 4, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.

This is to certify that the appended Trustee's Sale has been published in THE ENTERPRISE, a newspper in St. Mary's County, Maryland, once a week for four successive weeks, pror to the 20th day of July, 1955 and that the first publication appeared in the issue of June 16, 1955.
SHERIDAN FAHNESTOCK, Publisher
/S/ WILLA L. OUSIC

TRUSTEE'S SALE
(Filed August 4, 1955)

Under and by virtue of the power of sale contained in a certain deed of trust from The Lexington Park Co., a Maryland Corporation, dated September 18, 1947, and duly recorded in Liber CBG No. 14, folio 219, one of the Land Records of St. Mary s County, Maryland, default having occurred in the convenats of said deed of trust and at the request of the holder of the note secured thereby, the undersigned trustees will offer for sale at public auction at the Court House Door in Leonardtown, Maryland on July 20, 1955 at 11:00 o'clock A.M. the property described in said deed of trust as being Lot numbered Eighteen (18) in Block lettered "Q" in the subdivision known as "Patuxent Park, Section 1" in the Eighth Election District of St. Mary's County, Maryland, as per plats of said subdivision duly recorded among the Land Records of St. Mary s County in Plat Book CBG Numbered 17, Plat 409 and rerecorded in Plat Book Numbered 18, Plat 245, one of the Land Records of St. Mary's County, Maryland, together with the imporvements and all of the estate, right, title, interest and claim, either at law or in equity, of the said The Lexington Park Co., or its successors in title in and to said land and premises.

Subject to covenants and restrictions of record.

This property is improvemed by a modern two-story, one family frame detached dwelling containing six (6) rooms and bath, frame asbestos shingle siding, central hear and is known as premises, 508 Hancock Rad, Patuxent Park, Maryland.

TERMS OF SALE

All case upon ratification of the sale by the Court. A deposit of Five Hundred ($500.00) will be required at the time of the sale. State and County taxes, Town taxes and assessments, if any, are to be adjusted to the date of sale. Convenacing, recording, notary fees, State and Federal stamp taxes to be at the cost of the purchaser. The terms of the sale are to be complied with within five(5) days after the final ratification of the sale by the Court; otherwise the property will be resold at the risk andcost of the defaulting purchaser.

T. Howard Duckett
and James W. Gill,
Trustees

Loker and Wigginton
Attorneys for the Trustees
Leonardtown, Maryland

6.16-7.7

(Contuation of Report of Sale)

DISTRICT OF COLUMBIA, SS:

I HEREBY CERTITY, that on this 1st day of August, 1955, before me, the subscriber, a Notary Public in and for the District aforesaid, personally appeared T. Howard Duckett and James W. Gill, Trustees, named in

IN EQUITY NO. A-684

aforegoing Report of Sale, and made oath in due form of law that the matters and things stated in th said Report of Sale are true as therein stated to the best of their knowledge and belief, and thatsaid sale was fairly made.

WITNESS my hand and Notarial Seal.

/S/ V. EUGENIA THOMAS
Notary Public

My Commission Expires Oct. 14, 1955

CERTIFICATE
(Filed September 9, 1955)

August 26, 1955

Re: 508 Hancock Road, Patuxent, Maryland
The Lexington Park Company

TO WHOM IT MAY CONCERN:

This is to certify, that the undersigned, Dollar Savings Bank of the City of New York, is th owner of a promisory note dated the 18th day of September 1947, in original principal amount of $8,100.00 bearing interest at the rate of 4% per annum, payable to the order of Prince Georges Bank andTrust Company, Hyattsville, Maryland and executed by The Lexington Park Co., such note having been endorsed and delivered to the Dollar Savings Bank of the City of New York as Holder in due course, the payment of such note being secured by Deed of Trust dated the 18th day of September, 1947, by which The Lexington Park Co., conveyed property identified as follows:

Lot numbered Eighteen in Block lettered "Q", "Patuxent Park, Section 1", as per plats of said subdivision recorded among the Land Records of St. Mary s County, Plat Book CBG 17, Plat 409, and rerecorded in Plat Book CBG 18, Plat 245,

to T. Howard Duckett and James W. Gill, Trustees.

It is further certified that the remaining unpaid principal balance of said note is as of the date of this certification the sum of $6,594.94, together with interest thereon at the rate of 4% per annum, as follows:

			D.F.	INT.
$6,594.94	4%	1/1/55 to 7/20/55 (199 days)	.7328	$145.83
6,594.94	4%	7/20/55 to date of payment	.7328	

DOLLAR SAVINGS BANK OF THE CITY OF
NEW YORK

BY /S/ THOMAS W. CHUMP
Treasurer

State of New York)
County of Bronx) ss;

Sworn to before me this day of August 26, 1955.

/S/ EDWARD J. GILLIGAN
Edward J. Gilligan
Notary Public, State of New York
No. 60-6520635
Qualified in Wstchester County
Certificate filed in Bronx County
Commission Expires March 30, 1956

(S E A L)

DEED OF TRUST NOTE
(Filed September 9, 1955)
(See page 103)

CERTIFICATE OF PUBLICATION
(Filed September 9, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.
This is to certify that appended ORDER NISI has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for three successives, weeks, prior to the 2nd of September, 1955 and that the firs publication appeared in the issue of August 11, 1955.
SHERIDAN FAHNESTOCK, Publisher
/S/ BETTY CLIFFORD

BILL
(Filed Sept. 9, 1955)

THE ENTERPRISE

Branch News Office
Washington Street
Leonardtown, Maryland
Greenwood 5-2131

Main Office
330 Great Mills Road
Lexington Park, Maryland
Great Mills 2-1011

Loker & Wigginton, Attys.
Leonardtown, Md.

Lot 18 Block Q, Patuxent Park

IN EQUITY NO. A-684

AMOUNT 67.50

Date	Description	Charges	Credits	Balance
7/13/55				
6/6	thru 7/7 Trustee's Sale 10''			
	(Lexington Park Co.)	47.50		
	(2) Order Nisi's	20.00		67.50

AUCTIONEER'S CERTIFICATE
(Filed Sept. 9, 1955)

I hereby certify that on July 20, 1955 at 11:00 o'clock A.M., I offered for sale at public auction at the Court House Door in Leonardtown, Maryland, Lot Eighteen (18) in Block lettered "Q" in the subdivision known as "Patuxent Park, Section 1" in the Eighth Election District of St. Mary's County, Maryland and sold same to the Dollar Savings Bank of the City of New York for the sum of $3500.00, that being the highest bid received at said time and place and I further certify that T. Howard Duckett also attended the said sale.

/S/ J. GERALD ABELL
J. Gerald Abell, Auctioneer

ORDER OF FINAL RATIFICATION OF SALE
(Filed September 9, 1955)

ORDERED this 9th day of September, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale made by T. Howard Duckett and James W. Gill, Trustees, of the property heretofore mentioned and described in these proceedings and heretofore reported, be, and the same is hereby ratified and confimred, no cause to the contrary having been shown, altho due notice appears to have been given by publication of the Order Nisi as shown by the Certificate of Publication herewith filed; and this cause is hereby referred to the Auditor of the Court for statement of his account.

/S/ J. DUDLEY DIGGES
JUDGE

BILL
(Filed Oct. 17, 1955)

Telephone: GReenwood 5-6211

OFFICE OF THE CLERK OF THE CIRCUIT COURT

Loker and Wigginton
Leonardtown, Maryland

To C. BENEDICT GREENWELL, DR.
Leonardtown, Maryland

June 14, 1955 Re: No. A-684 Equity

Clerk's Cost $19.75

AUDITOR'S REPORT
(Filed Oct. 14, 1955)

T. HOWARD DUCKETT AND JAMES W. GILL, TRUSTEES

In Account with the proceeds from the sale of the real estate sold by them under the terms of the Deed of Trust filed herein.

1955 July 20 To proceeds of sale as per report	$3,500.00	
BY COSTS AND EXPENSES AS FOLLOWS:		
C. B. Greenwell, Clerk, his fees		$ 19.75
T. Howard Duckett and James W. Gill, Trustees, Commission on sale (1% of $3,500.00)		35.00
William Aleck Loker, Attorney for Trustees, fee for services, per agreement		150.00
John R. Drury & Son, premium on bond		30.00
The Enterprise, Inc., publication of Notice of Sale ($47.50) and two (2) Orders Nisi @ $10.00=$20.00		67.50
J. Gerald Abell, Auctioneer's fee, use of Loker & Wigginton.		15.00
W. M. Loker, Jr.Y Auditor, his fee		18.00
TOTALS	$3,500.00	$ 335.25
Amount to Balance		$3,164.75
TOTALS	$3,500.00	$3,500.00
Balance distributable, as above	$3,164.75	
Distribution: By amount to partially satisfy debt due Dollar Savings Bank, assignee, secured by Deed of Trust filed herein		$3,164.75
TOTALS	$3,164.75	$3,164.75

IN EQUITY NO. A-684

(AUDITOR'S REPORT CONT.)

Deficiency due Dollar Savings Bank,
assignee, as aforesaid $3,486.62

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR AUDITOR, begs leave to report that in the above-entitled cause, after charging the Trustees with the proceeds of the sale of the property sold by them in the above-entitled cause, he has allowed costs and expenses as per vouchers filed therein. He then distributed the balance to T. Howard Duckett and James W. Gill, Trustees, for the Dollar Savings,Bank, to partially satisfy its Deed of Trust as per statement filed in the said cause. He then allowed as a deficiency to the said Dollar Savings Bank the balance of said debt remaining after partially satisfying the same.

Respectfully submitted,

/S/ W. M. LOKER, JR.
W. M. Loker, Jr., Auditor

ORDER NISI
(Filed Oct. 17, 1955)

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 17th day of October, 1955, that the report of the Auditor made, stated and filed in the above entitled cause be ratified and confirmed unless cause to the contrary be shown on or before the 14th day of November, 1955, provided a copy of this Order be published once a week for three successive weeks in some newspaper pbulished in St. Mary's County, Maryland, prior to the 14th day of November, 1955.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell
Clerk of Circuit Court for
St. Mary's County, Maryland

CERTIFICATE OF PUBLICATION
(Filed Dec. 7, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.
This is to certify that th appended ORDER NISI has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for THREE successive weeks, prior to the 14th day of November, and that the first publication appeared in the issue of October 20, 1955.
SHERIDAN FAHNESTOCK, Publisher
/S/ BETTY CLIFFORD

RATIFICATION OF AUDIT
(Filed Dec. 12, 1955)

Ordered, this 7th day of December, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the Report of the Auditor made, stated and filed in the above entitled cause be finally ratified and confirmed, no cause to the contrary having been shown, although the Order Nisi has been duly published heretofore, as would appear from the Certificate of Publication herewith filed.

/S/ J. DUDLEY DIGGES
JUDGE

IN THE MATTER OF THE SALE OF THE MOTGAGED PREMISES OF CHARLES K. MATUIZEK AND DOROTHY MATUIZEK, HIS WIFE, MORTGAGEES, BY PHILANDER B. BRISCOE, ATTORNEY NAMED IN THE MORTGAGE FROM THE SAID CHARLES K. MATUIZEK AND DOROTHY J. MATUIZEK, HIS WIFE, TO METROPOLIS BUILDING ASSOCIATION OF BALITMORE CITY, DATED SEPTEMBER 14th, 1954, AND RECORDED IN LIBER CBG. NO. 26, FOLIO 533, ONE OF THE LAND RECORDS OF ST. MARY'S COUNTY, MD.	*	IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND IN EQITY NO. A-651

ORDER TO DOCKET SUIT
(Filed April 29, 1955)

Mr. Clerk,

Please Docket suit as above, file the mortgage referred to in the above titling, said mortgage being in default under the terms of said mortgage forfailure to make payments as required by terms of said mortgage from date of said mortgage.

/S/ PHILANDER B. BRISCOE
Attorney named in mortgage
/S/ BY JOHN H. T. BRISCOE, ATTORNEY

MORTGAGE
(Filed April 29, 1955)

LIBER 36 PAGE 477

THIS MORTGAGE, Made this 14th day of September, in the year one thousand nine hundred fifty-four, between CHARLES K. MATUIZEK and DOROTHY J. MATUIZEK, his wife, of the County of St. Mary's, in the State of Maryland, Mortgagors and the METROPOLIS BUILDING ASSOCIATION OF BALTIMORE CITY, a bond corporation, duly incorporated, Mortgagee.

WHEREAS, the said CHARLES K. MATUIZEK AND DOROTHY J. MATUIZEK, his wife, being members of the said body corporation have received from an advance of Sixty-five Hundred ($6500.00) Dollars on fifty (50) shares of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance, said sum being part of the purchase price of the hereinafter described property.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises andof one dollar, the said CHARLES K. MATUIZEK and DOROTHY J. MATUIZEK, his wife, do grant unto METROPOLIS BUILDING ASSOCIATION OF BALITMORE CITY and its successors and assigns, all that piece or parcel of ground situate and lying in the County of St. Mary's, Eighty Election District and being part of the land called and known as "Asquith Defence",

BEGINNING for the same at an oak hub located on the easterly side of the Horsehead Road leading from Great Mills to Californai, said hub being the Northeasterly corner of the John P. Kowalski lot; thence running with said road North 19 degrees 15 minutes East 238.36 feet to an oak hub set on the easterly side of aforesaid road; thence leaving said road and running with the lands of Joseph Neal Nayden, South 53 degrees 10 minutes East 127.00 feet to the water's edge of an old quarry passing through an oak hub at 108.40 feet from beginning of said line, thence running along the approzimate westerly edge of old quarry South 10 degrees 08 minutes West 246.77 feet to an iron pipe set on the water's edge of said quarry, thence running with the lands of aforesaid Joseph Neal Hayden and John P. Kowalski North 55 degrees 30 minutes West 166.00 feet to the point of beginning, containing 0.7596 acres of land more or less.

BEING the same property which by Deed of evendate herewith and recorded amongthe land Records of St. Mary's County immediately prior hereto was granted and conveyed by Arthur Wayne Lewis and Louise C. Lewis, his wife, to within mortagors.

Received this 7 day of Oct., 1954
at 2 o'clock P.M. for
RECORD AND RECORDED

/S/ C. BENEDICT GREENWELL
Clerk

/S/ RECDG. $4.00 Pd.

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot of ground and premise, unot the said Morgagee, its successors and assigns, in fee simple, during the residue of the termsof years yet to comeandunexpires therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of $, payable in equal semiannual instalments on the days of and in each and every year.

IF HOWEVER, the said Mortgagors shall make the payments and perform the covenants herein on their part contained, then this Mortgage shall be void.

AND the said Mortgagors, for themselves, their heirs, executors, administrators and assigns, covenat with the said Metropolis Building Association of Baltimore City, its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly, the sum of twenty-five cents on each of said fifty shares of stock as dues, until the combined payment of dues shall smount to One Hundred Thirty ($130.00) Dollars for each of said fifty shares, and also to pay weekly, the sum of fifteen cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One Hundred Thirty ($130.00) dollars shall Be paid in upon siad loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, also to pay all ground rent water rent and taxes and all other public dues, charges, rnt and assessments for which the property herey mortgaged, and the said mortgage debt hereby secured, may become liable when payable; andfor the purpose of paying such taxes, water rent and pther public dues and charges and the graound rnt andinsurance upon said property, the said MORTGAGORS hereby covenatn to pay to the said MORTGAGEE, the fursther sum of Dollars and cents weekly, which the said MORTGAGEE shall apply from time to time the paymet of said taxes, water and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance ofthis Mortgage be not suffecient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGORS will on demand pay the difference to the said MORTGAGE E, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenes upon said property, then said excess shall be creadited by the said MORTGAGEE, on the fines, interest and prindpal due on said Mortgage debt; also to pay all fines that may be impsed on them by the said MORTGAGEE in accordance with its act of incorporation, consitutiona and by-laws, and to keep the improvments on the said ground

IN EQUITY NO. A-651

fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the plicy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortagors, their heirs, personal represent atives or assigns, shall retain possession of the morrgaged property, but upon any such defaul, the entire indebtedness shall become due and pyaable.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a derault in any of the covenants or conditions of the mortgage as herein provided), and the said Mortgagor hereby also author ize said Mortgagee, its successors or assigns or Philander B. Briscoe, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses indident to such sale, including a fee of One Hundred dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of thsaid Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the suplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WITNESS the hands and seals of the said Mortgagors.

TEST:

/S/ JEANNETTE C. DAKIS

/S/ CHARLES K. MATUIZEK (SEAL)
Charles K. Matuizek

/S/ DOROTHY J. MATUIZEK (SEAL)

STATE OF MARYLAND, Saint Mary's County, SS:

I HEREBY CERTIFY, that on this 14th day of September, in the year one thousand nine hundred and Fifty Four, before me, a Notary Public of the State of Maryland in and for Saint Mary's County, aforesaid, personally appeared Charles K. Matuizek and Dorothy J. Matuizek, his wife, the Mortgagors named in the afregoing Mortgage, and they acknowledged the aforegoing Morgage to be their act. At the same time also appeared John H. T. Briscoe, agent of the Metropolis Building Association of Baltimore City 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 for the purpose of making this affidavit.

/S/ JEANNETTE C. DAKIS
Notary Public

STATEMENT OF MORTGAGE DEBT
(Filed May 26, 1955)

May 28, 1955

Original Loan	6500.00	
Paid on Account	175.00	
Balance Due on Principal		6325.00
Interest to date 7 weeks at 7.50		52.50
" " " 19 weeks at 7.35		139.65
Fines to date 26 weeks at $2.45		63.70
Total		6580.85
Credit Balance, expense account		55.00
Total Due Association		6525.85

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 25th day of May, 1955 before me a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Stuart C. Smith, Secretary of the Metropolis Building Association of Baltimore City, Plaintiff, and made oath that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

/S/ H. AUDREY ZURLL
Notary Public

(S E A L)

Request for Penalty for Bond f
(Filed May 26, 1955)

Mr. Clerk:

Default having baked place under the terms of Mortgage heretofore filed in the above entitled case with foreclosure thereon, kindly fix penalty of bond for attorney named in said mortgage.

/S/ PHILANDER BL BRISCOE
Philander B. Briscoe

ORDER

Upon the aforegoing Petition, penalty of bond in the above entitled case, for the attorney named in Mortgage, is hereby sixed at Seven Thousand Dollars.

/S/ C. BENEIDCT GREENWELL
Clerk of the Circuit Court for St. Mary's County

IN EQUITY NO. A-651

BOND
(Filed May 28, 1955)

KNOW ALL MEN BY THESE PRESENTS,

THAT WE, Philander B. Briscoe, Attorney as principal, and Hartford Accident and Indemnity Company, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand and 00/100 Dollars, to be paid to the 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, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 26th day of May in the year nineteen hundred and fifty five.

WHEREAS, the above bounden PHilander B. Briscoe, Attorney by virtue of the power containd in a mortgage, from Charles K. Matuizek and Dorothy J. Matuizek, his wife, to Metropolis Building Association of Baltimore, City bearing date the 14th day of September, nineteen hundred and Fifty Fourt and recorded among the land records of St. Mary's County, Maryland in Liber CBG No. 36 folio 477 and said Philander B. Briscoe, Attorney named in the mortgage is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Condition of this Obligation is sich, that if the above bounden Philander B. Briscoe, Attorny do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

/S/ JOHN H. T. BRISCOE

/S/ PHILANDER B. BRISCOE

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By /S/ FRANK A. COMBS (SEAL)
Attorney-in-fact

SURETY

/S/ ABOVE BOND, WITH HEREBY APPROVED THIS 28th DAY OF MARY, 1955.

/S/ C. BENEDICT GREENWELL
CLERK OF THE CIRCUIT COURT FOR
ST. MARY'S COUNTY, MARYLAND

CERTIFICATE OF PUBLICATION
(Filed May 31, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.

THIS is to certify that the appended MORTGAGEE'S sale has been publised in the SAINT MARY'S BEACON, a newspaper published in St. Mary's County Maryland, once a week for 4 successive weeks prior to the 28th day of May, 1955 and that the first publication appeared in th issue of 5-5, 1955.

/S/ BEATRICE GREEN, EDITOR
SARA BRUBACHER

MORTGAGEE'S SALE
of
VALUABLE REAL ESTATE
IN THE
EIGHT ELECTION DISTRICT OF SAINT
MARY'S COUNTY,
MARYLAND

Under and by virtue of the powers of Sale contained in a Mortgage from Charles K. Matuizek and Dorothy J. Matuizek, his wife, to Metropolis Building Association, of Baltimore City, dated September 14, 1954 and recorded among the Land Mortgage Record of Saint Mary's County, Maryland, in Liber C.B.G. No. 26, folio 533, default having occurred under the terms and conditions of said Mortgage, and under signed attorney named in the said Mortgage with offer for sale at public auction at the Court House door in Leonardtown, Maryland on

SATURDAY, MAY 28, 1955

sy 11:00 A.M. all the following property, that is to say:

All that tract or parcel of land situate, lying and being in the Eighth Election District of Saint Maryland County, Maryland, and being part of the land called and known as "Asquith Defense", containing 0.7596 acres of land, more or less, and being all and the same tract or parcel of land conveyed to the said Charles K. Matuizek and Dorothy J. Matuizek, his wife, by deed from Arthur Wayne Lewis and wife, dated September 14, 1954 and recorded in Liber C.B.G. No. 23, folio 386, one of the land Records of Saint Mary's County, Maryland.

This is a very desireable residential property, being located on the public road knon as "Horsehead" Road, within a Nort distance of Patuxent River Naval Air Station and being conveniently located with respect to stores, churches, and schools. It is improved by a dwelling in good condition.

TERMS OF SALE: Cash at time of ratification of sale; with a deposit of $500.00 required of the purchaser or purchasers on the day and at the time of sale. Taxes and insurance to be adjusted to date of finl ratification of sale. All conveyancing costs including recording and State and Federal stamps, on deed to be at cost of pubchaser or purchasers.

PHILANDER B. BRISCOE,
Attorney named in Mortgage

55-4

REPORT OF SALE
(Filed May 31, 1955)

To the Honorable, the Judges of said Court:

The undersigned, Philander B. Briscoe, attorney named in the Mortgage filed in the above entitled cause, respectfully report, that he offered for sale at public auction the property described in the aforesaid Mortgage on the 28th day of May, 1955, at 11:00 A.M. at the Court House door in Leonardtown, Marylnd default having occurred under the terms and conditions set forth in the same Mortgage, the debtors therein failed to make the installments therein provided. The aforesaid property was sold persuant to notice published in the St. Mary's Beacon, a newspaper printed and puboished in St. Mary's County as shown by Certificate of Publication of said Notice herewith filed, and was sold to Joseph E. Bean for the sum of Seven Thousand one Hundred and fifty dollars being then and there and for that sum the highest bidder therefor as will appear from the certificate of the auctioner, which is herewith filed; that prior to the said sale the undersigned

IN EQUITY NO. A-651

filed a bond in the penalty of Seven Thousand ($7,000.00) Dollars, said sum being the amount presecribed by the Clerk of this Honorable Courtas will appear by refernce to the procedings in this cause; that the said purchaser has paid to the undersigned the sum of Five Hundred ($500.00) Dollars by was of deposit required and the undersigned believe that the said purchaser will pay the balance of the purchase price upon ratification of this ale by this Honorable Court and that the undersigned verily believes that the aforesid sale was properly and fairly conducted.

/S/ PHILANDER BL BRISCOE
Philander B. Briscoe, Attorney

STATE OF MARYLAND, SAINT MARY'S COUNTY, TO WIT:

I hereby certiry that on this 28th day of May, 1955, before me, the undersigned, Clerk of theCircuit Court, for Saint Mary's County, Maryland, personally appeared Philander B. Briscoe, Attorney, and made oath in due form of law that the matter and facts set forth in the aforegoing report of sale are true and correct as herein set forth.

WITNESS MY HAND AND SEAL:

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk

AUCTIONEER'S CERTIFICATE
(Filed May 31, 1955)

This is to certify that I attended at the Court House door in Leonardtown, at 11:00 A.M. on Saturday, May 28th, 1955, and auctioned publicly the property being Part of the land called and known as "Asquith Defence", containing 0.7596 acres of land, more or less, and being the same land conveyed to Charles K. Matuizek and Dorothy J. Matuizek, his wife, by deed from Arthur Wayne Lewis and wife, dated September 14, 1954, and recorded in Liber C.B.G. No. 23, folio 386, one of the Land Records of Saint Mary's County, Maryland at the instance of Philander B. Briscoe, Attorney, under a Mortgage foreclisure proceeding as advertised in the Saint Mary's Beacon. I offered the property reserving the right to accept or reject the bids. The impruveent on the property being a dwelling house. The highest bid received was $7150.00 and was submitted by Joseph E. Bean.

The highest bid was then accepted and the property sold accordingly.

/S/ J. GERALD ABLELL
Auctioneer.

BILL
(Filed May 31, 1955)

ST. MARY'S BEACON
WEEKLY SINCE 1839
Leonardtown, Maryland
GReenwood 5-7061

5-27-55

PHILANDER B. BRISCOE

Date	Description	Credits	Charges	Balance
	Mortgage Sale			
5-5	9½" @ 1.75		16.63	
5-12	" @ 1.00		9.50	
5-19	" @ 1.00		9.50	
5-26	" @ 1.00		9.50	
	2 Orders Nisi		20.00	
			65.13	65.13

ORDER NISI
(Filed May 31, 1955)

Ordered this 31 day of May, 1955, that the sale of the property mentioned in these proceedings, made to Joseph E. Bean and reported by Philander B. Briscoe, Attorney, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 27th day of June, 1955, provided a copy of this order be published in some newspaper printed and prublished in Saint Mary's County, Maryland, once in each of three successive weeks before the 27th day of June, 1955.

The report states the amount of sale to be Seven Thousand one hundred and fifty dollars.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk

CERTIFICATE OF PUBLICATION
(Filed June 29, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND
This is to certify that the appended Order Nisi has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary's County Maryland, once a week for 3 successive weeks prior to the 27th day of June, 1955, and that the first publication appeared in the issue of June 2, 1955.
/S/ BEATRICE GREEN, EDITOR
SARA BRUBACHER

ORDER OF FINAL RATIFICATION
(Filed June 29, 1955)

ORDERED by the Circuit Court for Saint Mary's County, Maryland, this 28th day of June, in the year, 1955,

IN EQUITY NO. A-651

AUDITOR'S REPORT
(Filed November 10, 1955)

PHILANDER B. BRISCOE, ATTORNEY NAMED IN MORTGAGE

In account with the proceeds from the sale of the real estate sold by him under the terms of the Mortgage filed herein.

1955 May 28, To proceeds of sale as per report	$7,150.00	
BY COSTS AND EXPENSES AS FOLLOWS:		
C. Benedict Greenwell, Clerk, his costs		$ 27.50
Frank A. Combs, Imusrance Agency, premium on Bond		45.00
St. Mary's Beacon, publication of Notice of Sale ($45.13) and two Orders Nisi @ $10.00 = $20.00		65.13
J. Gerald Able, auctioneer fee, use of John H. T. Briscoe		10.00
Philander B. Briscoe, attorney's fee named in mortgage		100.00
Philander B. Briscoe, Attorney, commission on sale		429.00
W. M. Loker, Jr., Auditor's fee		18.00
TOTALS	$7,150.00	$ 694.63
Amount to Balance		6,455.37
TOTALS	$7,150.00	$7,150.00
Balance distributable, as above	$6,455.37	
Distribution:		
To Metropolis Building Association Amount to partially satisfy debt secured by Mortgage filed in this cause		$6,455.37
TOTALS	$6,455.37	$6,455.37
Deficiency due Metropolis Building Association		$ 222.18

TO THE HONORABLE, THE JUDGES OF SAID COURT:
YOUR AUDITOR, begs leave to report that in the aboe-entitled cause, after charging the attorney named in the mortgage with the proceeds of the sale of the property sold by him in the above-entitled cause, he has allowed costs and expenses as per vouchers filed therein. He then distributed the balance to Metropolis Building Association to partially satisfy its mortgage as per statement filed in the said cause. He then allowed as a deficiency to the said Metropolis Building Association the balance of said debt remaining after partially satisfying the same.

Respectfully submitted,

/S/ W. M. LOKER, JR.
W. M. Loker, Jr., Auditor

ORDER NISI ON AUDITOR'S REPORT
(Filed Nov. 10, 1955)

ORDERED by the Circuit Court for St. Mary's County, Maryland, this 10th day of November, in the year 1955, that the report of the Auditor, made, stated and filed inthehabove entitled case, be and the same finally ratified and confirmed, unless cause to the contrary be shown on or before the second Monday in December, 1955, provided that a copy of this order be published once in each of three successive weeks prior to said second Monday in December, 1955. in some newspaper printed and published in St. Mary's County, Maryland.

/S/ C. BENEDICT GREENWELL
Clerk of the Circuit Court
for St. Mary's County, Maryland

BILL
(Filed November 10, 1955)

INVOICE

FRANK A. COMBS INSURANCE AGENCY
GENERAL INSURANCE

DATE 10/1/55

To Mr. Philander B. Briscoe
7 St. Paul Street
Baltimore, Maryland

Fire
Auto
Bonds
Plate Glass
Expiration

Box 3
Phone Gr. 55441
Leonardtown, Maryland
Policy
Company

Health
Accident
Compensation

Description and Location of Property	Kind of insurance	amount	Rate	Premium Debit
Mortg. Bond for Charles K. & Dorothy Matuizek				$45.00

RECEIPT
(Filed

CLERK OF THE CIRCUIT COURT
SAINT MARY'S COUNTY, MARYLAND

NO. 55290

Leonardtown, Md. Nov. 18, 1955

Received of Philander B. Briscoe

Twenty Seven & 50/100 DOLLARS ($27.50)

Clerks Cost
E. A 651

C. BENEIDCT GREENWELL, Clerk
By CBG

IN EQUITY NO. A-651

ST. MARY'S BEACON PUBLISHING CO., INC.
Leonardtown, Maryland

11-17-1955

Received $65.13/100

From: Philander B. Briscoe

Display

Classified	Mortgage Sale	45.13
Printing	2 Orders Nisi	20.00

By /S/ SARA BRUBACHER

FRANK A. COMBS
INSURANCE AGENCY
Box E Leonardtown, Maryland

No. 1386

11-17-1955

Received of PHILANDER B. BRISCOE

FORTY FIVE AND nO/100 DOLLARS

Amount Account	$45.00
Amount Credit	45.00
Balance Due	none

FRANK A. COMBS
INSURANCE AGENCY

By /S/ F. A. COMBS

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF CHARLES P. GRABELL, ET UX, BY W. M. LOKER, JR. ATTORNEY - ASSIGNEE

IN EQUITY NO. A-658

ORDER TO DOCKET
(Filed May 11, 1955)

Mr. Clerk:

Please dockt the above-enteled case, file Plaintiff's Exhibits "A", "B", and "C" and statement of the mortgage debt and prescribe the penalty in the bond to furnished by the Attorney-assignee.

/S/ W. M. LOKER, JR.
W. M. Loker, Jr. Attorney-assignee

PLAINTIFF'S EXHIBIT L

THIS MORTGAGE, Made this 15 day of March, in the year niheteen hundred and fifty-two by and between Charles P. Grabill and Bertha L. Grabill, his wife, Mortgagors of the Cournty of St. Mary's in the State of Maryland, of the first part, and The First National Bank of St. Mary's, at Leonardtown, a body corporate, Mortgagee, of the second part:

WHEREAS, the said Mortgagors are justly indebted unto the said The Fist National Bank of St. Mary's at Leonardtown, a hody corporate, in the principal sum of Nine Thousand ($9,000.00) Dollars, which is to be repaid with interest at the rate of six (6%) per cent per annu, in monthly installments of Two Hundred ($200.00) Dollars, which includes accruing interest, beginning for the fist of said installments at the expiration of thirty (30) days from the date hereof and continuing thereafter each succeeding thirty (30) days until the full principal sum and all interest thereon accruing has been fully paid; with the privilege to the Mortgagors of paying all or any part of said principal and interest on any regular installment payment date, providing the same be in multiples of one hundred (100); and whereas, the sid Mortgagors have given therefor, their promissory not of even ate hereiwht, payableto the order of The First National Bank of St. Mary's at Leonardtown, In the principal sum of Nine Thousand ($9,000.00) Dollars, repayable with interest as aforesaid, in the manner hereinabove set forth. And to better secure the payment of said principal andinterest as the installments severally become due, these presents are executed.

NOW THIS MORTGAGE WITNESSETH that in consideration of the premises and of the sum of One Dollar, the said Charles P. Grabill and Bertha L. Grabill, his wife,
do grant and covney unto The First National Bank of St. Mary's at Leonardtown, a body corporate, its successors and assigns, in fee simple, all those lots or parcels of ground situate and lying in the Eighth Election District of St. Mary's County, Maryland called, known and designated as Lots Numbered Seven (7), Eight (8), and Nine (9) in the Subdivision known as "Greenland Gardens" as shown on a Plat of the subdivision that is recorded among the Land Records of St. Mary's County, Maryland, in Liber CBG No. 19, folio 396, and being the same conveyed to the mortgagors herein by deed from Greenland Corporation dated February 28, 1951, recorded among the aforesaid Land Records in Liber CBG No. 29, folio 242.

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

TO HAVE AND TO HOLD the aforesaid parcel of graound and premises unto and to the properuse and benefit of the said Mortgagee, its successors and assigns, forever.

PROVIDED that if the said Mortgagors, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of None Thousand ($9,000;00) dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performd, then this Mortgage shall be void.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of theccovenants or conditionsof this mortgage as herein provided; and the said Mortgagors hereby also authorized the said Mortgagee, its successors or assigns, or Wm. Aleck Loker duly authorized Attorney or Agent of the said Mortgagee, its successors or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. And such sale, whether under the above assent to a decree or under power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any otherGeneral or Local Law and of the State of Maryland relating to mortgages, or any sppplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repaymentof all expenses incident to said sale, including a fee of Fifty Dollars and a commission to the party makin the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND it is agreed that, until default be made in the premises, the said parties of the first prt, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenat to pay when legally payable.

AND THE said parties of the first part further covenant to insure, andpending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amountof at least Nine Thousand ($9,000.00) Dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, its successors or assigns, to the exent of its hien or claim hereunder.

WITNESS the hands and seals of said Mortgagors.

TEST:

/S/ KATHLEEN JACKSON

/S/ CHARLES P. GRABILL (SEAL)
Charles P. Grabill

/S/ BERTHA L. GRABILL (SEAL)
Bertha L. Grabill

State of Maryland, County of St. Mary's ,ss;

I HEREBY CERTIFY, this 15th day of March in the year one thousand nine hundred and fifty-two before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles P. Grabill and Bertha L. Grabill, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appear R. Bascom Broun, Jr. Cashierof The First National Bank of St. Mary's at Leonardtown, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set fort.

WITNESS my hand and Notarial Seal.

/S/ KATHLEEN JACKSON
Kathleen Jackson, Notary Public
My commission expires May 4, 1953.

RECEIVED THIS 23 DAY OF APRIL, 1952 AT 3:00 O'CLOCK P.M. FOR RECORD AND RECORDED
C. Sandhart Stevenson Clerk

IN EQUITY NO. A-658

PLAINTIFF'S EXHIBIT NO. 2

MORTGAGE FEE. - County.
THIS SECOND PURCHASE MONTY MORTGAGE, Made this 14th day of December, in the year nineteen hundred and forty-eitht, by the Greenland Corporation, a body corporate, hereinafter called Mortgagor, and Joseph D. Weiner, and Irta Weiner, his wife, and Abe Weiner and Betty Weiner, his wife, all of Saint Mary's ounty, Maryland, hereinafter referred to as Mortgagees.

WHEREAS, the said Mortgagor is justly indebted unto the said Joseph D. Weiner and Irta Weiner, his wife, or the suvivor of them, in the full sum of ive Thousand ($5,000.00) Dollars and unto said Abe Weiner, and Betty Weiner, his wife, or the survivor of them, in the full sum of ive Thousand ($5,000.00) Dollars, (said sums, totalling Ten Thousand ($10,000.00) Dollars having been applied on the purchase price of the hereinafter described property), which said sums are to be repaid without interest at the rate of One Hundred ($100.00) Dollars per week, beginning for the first of said weekly payments on the expiration of one month from the date thereof, and continuing thereafter in the manner aforesaid until said principal sums have been fully paid; such payments on said principal sums are to be distributed equally to the said Joseph D. Weiner and Irta Weiner, his wife, or the survivor of them, and to the said Abe Weiner and Betty Weiner, his wife, or the survivor of them, with the privilege to the said Mortgagor of paying in larger installments of any regular payment date, provided same be in the multiples of One Hundred (100); and the said Mortgagor has given unto the said Joseph D. Weiner and Irta Weiner, his wife, and unto the said Abe Weiner and Betty Weiner, his wife, its Mortgage Note of even date herewith, drawn to their respective orders for said principal sums payable in the manner hereinabove set forth; to better secure the payments of which, as the installments severally become due, these presents are executed.
WITNESSETH,----------
As part of this Mortgage and in consideration of the premises and of the aforesaid Mortgage indebtedness and of the sum of One Dollar and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Mortgagor does hereby agree and covenant to grant, and by these presents does grant, unto the said Abe Weiner, his personal representatives and assigns, the sole and exclusvie right to place, furnish, maintain and operate on the hereinafter described lands and premises all mechanical and electrical coin operated machines, including slot machines and music boxes, as permitted by the duly constituted authorities, with full access to the same, upon the following terms and conditions: The said Abe Weiner shall pay all taxes and license fees of every sort, State, County, and Federal, except income or gross receipt taxes which shall be equally shared and paid by the said Mortgagor and the said Abe Weiner, on said machines; the receipts of said machines, without regard to the said taxes and license fees, are to be divided fifty per centum (50%) to the said Moartgagor, its successors or assigns, and fifty per centum (50%) ot the said Abe Weiner, his personal representatives or assigns. This agreement and covenant shall be in full force and effect during the continuance of this Mortgage and during the period the aforesaid principal sums due on this Mortgage, or any part thereof, remain unpaid, or one year from the date of described lands and premises and all improvements thereupon, now made or being, or constructed thereupon in the future during the continuance of this Mortgage and during the period the aforesaid principal sums due on this Mortgage, or any part thereof, remain unpaid, or one year from the date of this Mortgage, which ever is longer, and shall be binding upon the successors and assigns of the said Mortgagor, and shall be a part and condition of this Mortgage and shall be considered in the same manner as any other agreement, covenant, or condition of this Mortgage.

NOW THEREFORE, THIS MORTGAGE WITNESSETH ALSO, That for and in consideration of the premises and of the sum of One Dollar and other good and valuable consideration, the receipt of all of which is hereby acknowledged the said Greenland Corporation, a body corporate, does grant and convey unto the said Joseph D. Weiner and Irta Weiner, his wife, as tenants by the entireties, their respective heirs and assigns, in fee simple, a one-half undivided interest, and unto the said Abe Weiner and Betty Weiner, his wife, as tenants by the entireties, their repsective heirs and assigns, in fee simple, the other one-half undivided interest, in and to all those lots, tracts, peices or parcels of land and premises, situate, lying and being in the Eighth Election District of Saint Mary's County, Maryland, and described as follows, that is to say:
Lots Numbered Seven (7), Eight (8), and Nine (9), in the Sibsivision known as "Greenland Gardents", as per plat of said Subdivisi n made by George W. Joy, Jr., Surveyor for Saint Mary's County, Maryland, on February 11, 1947, said Plat being entitled "Plat of Greenland Gardens", and which said Plat is recorded among the Land Records of Saint Mary's County, Maryland, in Liber CBG No. 19, Folio 396, the above-described Lots are all and the same land and premises conveyed to the said Greenland Corporation, a body corporate, Mortgagor herein, by Joseph D. Weiner, et al, the Mortgagees herein, by Deed of recent date, which said Deed is to be recorded among the Land Records of Saint Mary s County, Maryland, immediately prior to these presents.
AND, in consideration of the premises and of the sum of One Dollar and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Greenland Corporation, a body corporate, also does hereby convey and grant unto the said Joseph D. Weiner and Irta Weiner, his wife, as tenants by the entireties, their heirs and assigns, forever, a one-half undivided interest, and unto Abe Weiner and Betty Weiner, his wife, as tenants by the entireties, their heirs and assigns, forever, the other one-half undivided interest, in and to the following described personal property now located on the premises known as "Greenland Gardens", in the Eighth Election District of Saint Mary's County, Maryland, to wit: 173 Dinner Plates; 208 Saucers; 12 Soup Bowls; 32 Bread Baskets; 10 Cream Pitchers; 190 cups; 10 Round Bar Stools; 4 Square Bar Stools; 1 Gas Deep Fat Fryer; 1 Gas Hot Water Heater; 2 cash Registers; 1 Bar Sink; 1 Cocktail Unit; 1 Kitchen Sink; 32 Round tables; 8 Square Tables; 1 Five Foot table; 1 Ten Foot Table; 120 chairs ; 26 Booths; 1 Forth Case Elctric Cooler; 2 Settees; 1 Draft Beer Electric Cooler; 1 Electric Ice Box in Kitchen; 1 ESCo G.E. Deep Fryer; 2 Six Foot Burner Gas Stove; 1 Combination Broiler, and Grill; 20 Sugar Bowls; 2 Coffee Metal Tops; 1 Large Sifter; 1 Twenty Gallon Pot; 1 Large Roaster; 1 Oven Pan; 201 Knives, 108 Forks; 18 Large Spoons; ; 16 small Spoons; 3 Sauce Pans; 4 Frying Pans; 2 Twelve Quart Pots; 1 Kitchen Knife; 2 Scrapers; 5 Beds complete with Mattresses and Spread; and 3 Bureaus. It is the intention of the said Greenland Corporation, a body corporate, to grant and convey by these presents unto the said Mortgagees, their respective heirs and assigns, in the manner hereinabove set-forth, forever, all of the personal property owned by and belonging to the Greenland Corporation, a body corporate, located in or on the premises known as "Greenland Gardens", in the Eighth Election District of Saint Mary's County, Maryland.
FOR VALUE RECEIVED, we hereby assign the within and foregoing mortgage mortgage unto W. M. Loker, Jr., for the purpose of foreclosure.
WITNESS OUR HANDS AND SEALS THIS 15th DAY OF MAY, 1955;
WITNESS

/S/ F. N. SAQUILSOLUE, SR. (?)

/S/ FRANCIS P. E. BOHAGER (SEAL)
Francis P. E. Bohager

/S/ JOSEPH HARLAN (SEAL)
Joseph Harlan.

(TOGETHER with the buldings and improvements thereon and the rights, roads, ways, waters, privleges, appurtenances and advantages, thereto belonging, or in any wise appertaining)
TO HAVE AND TO HOLD the aforesaid parcels of ground and premises and personalty unto and to the proper use, and benefit of the said Mortgagees, their respective heirs and assigns, in the manner hereinabove set forth, forever.
PROVIDED that if the said Mortgagor, its successors, or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Ten Thousand ($10,000.00) dollars, and all interest thereon accrued, when and as

IN EQUITY NO. A-658

the same may be due and payable, and shall perform all the covenants herein on their part to be performs, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagor, its successors or assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, livied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said motgagor, for itself and for its successors and assings, does hereby agree nad covnenat to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreemtn, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagees, their personal representatives or assigns, or William O. E. Sterling, their attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs, or assigns, and which sale shall be made in the manner following; viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Saint Mary's County, and such other notice as by the said Mortgagees, their personal representatives or assigns, may bedeemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this motgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to said Mortgagor, its successors or assigns, or to whoever may be entitled to the same.

AND the said Morgtgagor for itself, its successors and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement ornotice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees makingsale under orders or decrees of the Circuit Court for Saint Mary's County in Equity, which said expenses, costs and commission the said Mortgagor for itself, its successors and assigns does hereby agree and covenant to pay; and the said Mortgagees, their personal representatives or assigns or William O. E. Sterling, their said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be mde of said principal, interest, costs, expenses and commission.

And the said Mortgagor for itself and for its successors and assigns, do further covenant to insure, and pending the existence of this mortgage, to keep insured in some good company XXXX satisfactory to the said Mortgagees, their personal representatives and assigns, the improvements on hereby the motgaged property and to the amount of at least Twenty- Five Thousand ($25,000.00) dollars, and cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagees their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their personal representatives and assings.

WITNESS the hand and seal of the said Mortgagors.

/S/ GREENLAND CORPORATION:

/S/ SAMUEL GRABILL, (SEAL)
Samuel Grabill, Pres.

TEST:

/S/ JOSEPH HARLAN
Joseph Harlan

ATTEST:

/S/ MARGARET FOWLER
/S/ MARGARET FOWLER

STATE OF MARYLAND, BALTIMORE CITY

I HEREBY CERTIFY, that on this 14th day of December in the year nineteen hundred and 48 before me, he subscriber, Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared, Samuel Grabell, President of Greenland Coporation, the Mortgagor named in the foregoing mortgage and aknowledged the aforegoing mortgage to be the act and deed of the corporation act. At the same time also appeared Joseph D. Weiner, 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.

WITNESS my hand and notarial seal the day and year last above written.

/S/ JOSEPH HARLAN,
Joseph Harlan, Notary Public

(S E A L)

My Commission expires May 2, 1949.

Received this 5 day of March,,1951 at 9:45 o'clock A.M. for record, and same day recorded in Liber CBG No. 16, Folio 314 one of the Mortgage records of St. Mary's County examined per me,

/S/ C. BENEDICT GREENWELL
Clerk

Recording $0.75 Paid

For value received, we hereby assign the within mortgage to Francis P. R. Bohager and Joseph Harlan, Attorney without recourse.
Witness our hand and seals this 27th day of January, 1951.

/S/ ABE WEINER (SEAL)
Abe Weiner

/S/ BETTY WEINER (SEAL)
Betty Weiner

Test:

/S/ WILLIAM O. E. STERLING

/S/ JESPEH D. WEINER (SEAL)
Joseph D. Weiner

/S/ IRTA WEINER (SEAL)
Irta Weiner

IN EQUITY NO. A-658

PLAINTIFF'S EXHIBIT NO. 3

THIS THIRD MORTGAGE, Made this 28th day of February in the year nineteen hundred and fifty-one be and between CHARLES PRESTON GRABILL and BERTHA L. GRABILL, his wife Mortgagors of the City of Baltimore in the State of Maryland, of the first part, and FRANCIS P. BOHAGER and ROLAND R. REESE, of said City and State, Mortgagees, of the second part:

WHEREAS, said Mortgagors stand justly indebted unto the said Mortgagees in the full sum of $20,545.00 which sum, together with interest thereon at the rate of five per centum per annu, payable quarterly, said Mortgageors have agreed to repay one year from date; and
WHEREAS, it was a condition precedent to the granting of said loan that its repayment, both principal and interest, be secured by the execution of these presents; and
WHEREAS, said Mortgagors have the right to anticipate or prepay said Mortgage in any amounts at any time.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple, all those tracts, lots, pieces or parcels of ground situate and lying in the Eighth Election District of St. Mary's County aforesaid, and described as follows: to wit:

Lots Numbered Seven, Eight, and Nine in the Subdivision known as "Greenland Gardens", as per Plat of said Subdivision made by George W. Joy, Jr., Surveyor for St. Mary's County, Maryland, on February 11, 1947, said Plat being entitled "Plat of Greenland Gardens", and which said Plat is recorded among the Land Records of St. Mary's County, Maryland, in Liber CBG No. 19, folio 396.

BEING the same lots of ground described in a Deed from Greenland Corporation, a body corporate, to the said Mortgagors, bearing even date herewtih, and recorded or intended to be recorded among the Land Records of St. Mary's County immediately prior hereto.

SUBJECT to two prior mortgages, the first of which is from Greenland Corporation, a body corporate, to Joseph D. Weiner, et al., dated December 14th, 1948, and recorded among the Land Records of St. Mary's County in Liber CBG No. 16, folio 311. The second mortgage being from Greenland Corporation, a body corporate, to Joseph D. Weiner, et al., dated December 14, 1948, and recorded among said Land Records in Liber CBG No. 16, folio 313.

Received this 5 day of March, 1951
at 9:55 o'clock A.M., for record,
and same day recorded in Liber CBG
No. 2 folio on the Mortgage
records of St. Mary's County,
Maryland and examined by me.

/S/ C. BENEDICT GREENWELL
CLERK

Recording $4.00 Paid

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of said Mortgagees, their heirs and assigns, forever. in fee simple.

PROVIDED, that if the said Mortgagors, their executors, administrators or assigns, shall well and truly pay or cause to be paid, the aforesaid principal sum of dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

AND the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees, their personal representatives, or assigns, or duly authorized Attorney or Agent of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. And such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagees, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND IT IS AGREED THAT, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessements, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

AND the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvments on the thereby mortgaged property to the amount of at least Dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of lien or claim hereunder.

WITNESS the hands and seals of said Mortgagors.

TEST:

/S/ CHARLES PRESTON GRABILL (SEAL)
Charles Preston Grabill

/S/ JOSEPH HARLAN
Joseph Harlan

/S/ BERTHA L. GRABILL (SEAL)
Bertha L. Grabill

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY, that on this day of February in the year one thousand nine hundred and fifty-one before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles Preston Grabill and Bertha L. Grabill, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Francis P. Bohager and Roland R. Reese, Mortgagees named in the aforegoing Mortgage, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

WITNESS my hand and notarial seal.

(S E A L)

/S/ JOSEPH HARLAN
Joseph Harlan Notary Public

IN EQUITY NO. A-658

ASSEGNMENT:

FOR VALUE RECEIVED, WE HEREBY ASSIGN THE WITHIN, AND FOREGOING MORTGAGES UNTO, WM. MEVERELL LOKER, JR. FOR THE PURPOSE OF FORECLOSURE.

WITNESS OUR HAND AND SEAL, THIS 5th DAY OF MAY, 1955.

ATTESTED AND WITNESSED:

Witness /S/ HELEN B. O'NEILL /S/ ROLAND R. REESE (SEAL)

Witness /S/ F. N. SAQUEBOLIN, SR. (?) /S/ FRANCIS P. E. BOHAGER (SEAL)

STATEMENT OF MORTGAGE DEBT
(Filed May 11, 1955)

Principal amount of indebtedness $28,131.84

Interest on Mortgages to May 1, 1955 ..... 361.12

ORDER PRESCRIBING PENALTY FOR BOND
(Filed May 11, 1955)

WHEREAS, under and by virtue of the certain mortgages, the fisrt being a mortgage from the Greenland Corporation a body corporate, to Joseph D. Weiner, et al., dated December 14, 1948, and recorded in Liber CBG No. 16, folio 313, one of the Land Records of St. Mary's County, Maryland, which said mortgage was duly assigned on January 27, 1951, by the mortgagees to Francis P. R. Bohager, et al.; the second being a mortgage from Charles P. Grabill andBertha L. Grabill, his wife to Francis P. Bohager and Roland R. Reese dted February 28, 1951, and recorded in Liber CBG No. 21, folio 419, one of the aforesaid Land Records; and the third being amortgage from Charles P. Grabill and Bertha L. Grabill, his wife, to the First National Bank of St. Mary's, at Leonardtown, dated March 15, 1952, and recorded in Liber CBG No. 25, folio 399, which said mortgage has also been duly assigned by the mortgagees unto Francis E. P. Bohager, all of which s said mortgages have been filed in the above entitled cause, W. M. Loker, Jr., Assignee for the purose of foreclosure, was impowered to sell the property therein described and mentioned, and,
WHEREAS, the said Assignee has express his purpose to proceed to sell the property in said mortgages described the contingency for the sale of the same having occurred and has requested the undersigns, the Clerk of the Ciruit Court for St. Mary's County, Maryland, to prescirbe the penalty in the daid Assigneeds bond.
NOW, THEREFORE, I, C. Benedict Greenwell, Clerk of the Circuit Court for St. Mary's County, Maryland, under and by virtue of the Laws of the State of Maryland in such cases made and provided, do hereby prescribe that the penalty in the said bond shall be in the sum of Ten Thousand dollars ($10,000.00).

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the
Circuit Court for St. Mary's County, Md.

BOND
(Filed May 16, 1955)

KNOW ALL MEN BY THESE PRESENTS, That we, W. M. Loker, Jr., Attorney - Assignee, as PRINCIPAL, and THE MARYLAND CASUALTY COMPANY, as SURETY, are held and firmly bound unto the State of Maryland in the full sum of Ten Thousand Dollars, ($10,000.00) to be paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administr tors, representatives, successors, and assigns, jointly, severally and firmly by these presents, sealed with our seals and signed by our hands and dated this 12th day of May, 1955.
WHEREAS, the above bounded W. M. Loker, Jr., Attorney-Assignee by virtue of the power contained in these certain mortgages, the first being a mortgage from the Greenland Corporation, a body corporate, to Joseph D. Weiner, et al, dated December 14, 1948, and recorded in Lib CBG No. 16, folio 313, one of the Land Records of St. Mary's County, Maryland, which said mortgage was duly as igned on January 27, 1951, by the mortgagees to Francis P. R. Bohager, et al; the second being a mortgage from Charles P. Grabill and Bertha L. Grabill, his wife, to Francis P. Bohager and Roland R. Reese dated Frburary 28, 1951, and recorded in Liber CBG No. 21, folio 419, one of the aforesaid Land Records; and the third being a mortgage from Charles P. Grabill and Bertha L. Grabill, hiw wife, to the First National Bank of St. Mary's at Leonardtown, dated March 15, 1952, and recorded in Liber CBG No. 25, folio 399, which said mortgage has also been duly assigned by the mortgagees unto Francis E. P. Bohager, was given power to sell the property mentioned in said mortgage in case of default; and default having occurred, said Attorney-Assignee has caused suit to be docketed under title "In the Matter of the Sale of the Mortgaged Premises of Charles P. Grabill and Bertha L. Grabill, his wife, by W. M. Loker, Jr., Attorney-Assignee", being No. A-658 Equity, in the Circuit Court for St. Mary's County, Maryland, now pending in said Court.
NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded W. M. Loker, Jr., Attorney-Assignee, shall well and faithfully perform the trust reposed in him by the said Mortgages or that my be reposed in him by and decree or order in the premises, then the above obligation to be void, otherwise to be and remain in full force and effect in law.

Test:

/S/ JEAN E. PAYNE

/S/ W. M. LOKER, JR. (SEAL)

COUNTERSIGNED
Maryland Casualty Company

/S/ JOHN R. DRURY
Attorney-inpfact

BILL
(Filed May 16, 1955)

JOHN R. DRURY & SON
Insurance-Real Estate
Leonardtown, Maryland

Date 5/10/55

To William M. Loker, Jr. (Greenland Corporation)

IN EQUITY NO. A-658

Date of Policy	Number of Policy	Company	Debit	Credit
1955 May	11	To Bond Maryland Casualty Co.	$40.00	

AUCTIONEER'S CERTIFICATE
(Filed June 13, 1955)

I HEREBY CERTIFY that on June 11, 1955, at 11:00 O'clock A.M., I offered for sale at public auction at the door of the Court House at Leonardtown, Maryland, the premises known as lots numbered 7, 8, and 9, in the subdivision known as Greenland Gardens as shown on a plat of the said subdivision that is recorded amongthe land Records of St. Mary's County in Liber CEG No. 19, folio 396, nd sold the same to Francis E. P. Bohager at and for the sum of Two Thousand dollars ($2,000.00) he being then and there and at that sum the highest bidder therefor.

/S/ J. GERALD ABELL
J. Gerald Abell, Auctioneer

Auctioneer's fee $10.00, received.

/S/ J. GERALD ABELL
J. Gerald Abell, Auctioneer

REPORT OF SALE
(Filed June 13, 1955)

TO THE HONORABLE, THE JUDGES OF SAID COURT:
THE REPORT OF W. M. Loker, Jr., Attorney-Assignee, by virtue of the aughority contained in the mortgages filed in the above-entitled case, respectfully shows:
That after giving bond for the faithful performance of the trust reposed in him, and after having complied with all of the other prerequisites as regquired by law, and of said mortgage, and giving notice of the time, place, manner and terms of sale, by the advertisement in the Enterprise, a newspaper published in St. Mary's County, Maryland, for at least four successive weeks before the day of sale, he did, pursuant to said notice attend at the Court House door in Leonardtown, Maryland, on June 11, 1955, at 11:00 A.M., and then and there proceeded to sell the property described in the mortgages at public sale in one parcel to Francis E. P. Bohager for the sum of Two thousand dollars ($2,000.00), the said Francis E. P. Bohager being then and there and for that price the highest bidder for the said property, and that the said sale as aforesaid was fairly made.

Respectfully submitted,

/S/ W. M. LOKER, JR.
W. M. Loker, Jr., Attorney-Assignee

STATE OF MARYLAND, St. MARY'S COUNTY, TO WIT:
I HEREBY CERTIFY that on this 13th day of June, 1955, before me, the subscriber, the Clerk of the Circuit Court for St. Mary's County, Maryland, personally appeared W. M. Loker, Jr., and made oath in due form of law that the matters and facts contained in the above report are true and correct to the best of his knowledge and that the said sale was fairly made.
WITNESS my hand and seal of the Circuit Court for St. Mary's County, Maryland

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk

ORDER NISI
(Filed June 13, 1955)

ORDERED, this 13th day of June, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale of the mortgaged premises in the above-entitled case made and reported by W. M. Loker, Jr., Attorney-Assignee, be and the same is heby ratified and confirmed unless cause to the contrary be shown on or before the 9th day of July, 1955, provided a copy of this Order be published in some newspaper printed in St. Mary's County, Maryland, once a week in each of three successive weeks prior to the 7th day of July, 1955. The report states that the property was sold to Francis E. P. Bohager for the sum of Two Thousand dollars ($2,000.00), he being the Highest bidder thereof.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the Circuit Court for St. Mary's County, Maryland

CERTIFICATE OF PUBLICATION
(Filed July 20, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND
This is to certify that the appended Order Nisi has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for three successive weeks, prior to the 7th day of July, 1955, and that the first publication appeared in the issue of June 16th, 1955.
SHERIDAN FAHNESTOCK, Publisher
/S/ WILLA L. CUSIC

BILL
(Filed July 20, 1955)

THE ENTERPRISE

Branch News Office
Washington Street
Leonardtown, Maryland
Greenwood 5-2131

Main Office
330 Great Mills Road
Lexington Park, Maryland
Great Mills 2-1011

IN EQUITY NO. A-658

W. M. Loker, Jr., Atty
Court Square Bldg.
Leonardtown, Maryland

Amount 10.00

Date	Description	Charge	Credits	Balance
7/13/55				
6/6	thru 7/7 Order Nisi	Grabill 10.00		10.00

ORDER OF FINAL RATIFICATION
(Filed July 27, 1955)

ORDERED this 27th day of July, 1955, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale of the real estate mentioned and described in these proceedings be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as by referenced to the Certificate of Publication of the Order Nisi filed herein will more fully appear.
IT APPEARING that the Auditor of this Court is the attorney named in this cause, it is further ORDERED that Robert E. Wigginton be and he is hereby appointed as Special Auditor to make and state an account and audit of the propceeds of the sale of the real estate in this cause mentioned.

/S/ J. DUDLEY DIGGES
J. Dudley Digges, Judge

No. 709

Mr. Charles P. & Bertha L. Grabill 8 District

P.O.

To. J. Frank Bailey, County Treasurer, Dr.
Taxes for Year 1954

To. County Tax on $23069 rate $1.50 on $100	$346.04
To State Tax on rate 0567 on $100	13.08
	359.12
To interest on County Tax from July 1, 1954	24.22
To interest on State Tax from July 1, 1954	....91.
	50
Paid 195	$384.75

Received Payment

County Treasurer, St. Mary's County
PER

Please return this bill with remittance

AMENDED STATEMENT OF MORTGAGE DEBT
(Filed October 27, 1955)

Principal amount of indebtedness due on first mortgage	$8,250.00
Principal amount of indebtedness due on second mortgage	9.000.00
Principal amount of indebtedness due on third mortgage	10,881.84
To interest on first mortgage to May 1, 1955	371.25
Interest on second mortgage to May 1, 1955	135.00
Interet on third mortgage to May 1, 1955	163.23
Interest to date of first mortgage	
Interest to date on second mortgage	
Interest to date on third mortgage	

STATE OF MARYLAND, CITY OF BALITMORE, TO WIT:
I HEREBY CERTIFY, that on this 24th day of October, 1955, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Balitmore, personally appeared Francis P. E. XXX Bohager, Assignee of the Mortgage which are the subject of the foreclosure proceedings in the above entitled cause and made oath in due form of law that the above and foregoing statement of mortgage debt is true and correct ot eh best of his knowledbe and belief.

/S/ JOHN R. EYBS
Notary Public

SPECIAL AUDITOR'S REPORT
(Filed Nov. 22, 1955)

W. M. LOKER, JR. ATTORNEY-ASSIGNEE:
In accofdance with the proceeds from the sale of the property sold by him under the terms of the Mortgages filed in the above case:

1955
June 11: To proceeds of sale per report $2,000.00

By costs and expenses and taxes:

C. Benedict Greenwell, Clerk, his costs	$ 27.50
Q. M. Loker, Jr., Attorney-Assignee, Fee set in first mortgage dated December 14, 1948	50.00

IN EQUITY NO. A-658

Wm. M. Loker, Jr., Attorney-Assignee, Fee set in thrid mortgage dated March 15, 1952		$ 50.00
Wm. M. Loker, Jr., Attorney-Assignee, Commission on sale 6% of $2,000.00		120.00
Frank J. Bailey, Treasurer, Taxes for 1954		384.75
The Enterprise, Notice of Sale $49.88 Two Orders of Nisi @ $10.00 = $20.00		69.88
J. Gerald Abell, Auctioneer to use of Wm. M. Loker, Jr.		10.00
John A. Drury GlSon, Premium on Bond		40.00
Robert E. Witginton, Special Auditor's fee		18.00
TOTALS	$2,000.00	$ 770.13
By amount to Balance		1,229.87
	$2,000.00	$2,000.00

Balance Distributable as above	$1,229.87	
By amount to partially satisfy the first mortgage to The First National Bank of St. Mary's dated March 15, 1952 and duly assigned to Francis P. R. Bohager		$1,229.87
To Amount of deficienty due Francis P. R. Bohager assignee of the First National Bank of St. Mary's from Charles P. Grabill et us., on the second mortgage dated March 15, 1952 with interest to June 13, 1955	$7,971.13	
To P. R. Bohager et al., amount of deficiency due from Greenland Corporation on Second mortgage, no interest	$8,250.00	
To amount of deficiency due Francis P. Bohager and Roland R. Reese Mortgagees from Charles Preston Grabill, et ux., under thirdd mortgage with interest to June 13, 1955	$11,111.51	

TO THE HONORABLE JUDGES OF SAID COURT:
Your special auditor begs leave to report that in the forgoing account, after charging the attorney-assignee with the amount of proceeds of the sale, he has allowed costs, expenses and taxes for year 1954 because taxes for this year have to be reassessed because the building on said property was destroyed by fire. He then distributed to the holders of the first mortgage the balance distributable and allowed a deficiency to the 1st ortgagees of $7,971.13. He allowed deficiency to the holder of the 2nd Mortgsge of $8,250.00 and he allowed a deficiency to the holders of the 3rd mortgage in the amount of $11,111.51 all in accordance with the statement of the morrgage debt filed herein, with the exception that no interest was allowed on the first mortgage since said mortgage was without interest.

/S/ ROBERT E. WIGGINTON
Robert E. Wigginton, Special Auditor

ORDER NISI
(Filed Nove. 22, 1955)

ORDERED, by the Circuit Court for St. Mary's County, Maryland, this 22nd day of November, 1955, that the report of the Auditor made, stated and filed in the above-entitled cause, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 26th day of December, 1955, provided a copy of this Order be inserted in some newspaper printed and published in St. Mary's County, Maryland, once a week in each of four successive weeks price to the 24th day of December, 1955.

/S/ C. BENEDICT GREENWELL
C. Bendict Greenwell Clerk of the
Circuit Court for St. Mary's County
Maryland.

CERTIFICATE OF PUBLICATION
(Filed Nov. 21, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND
This is to certify that the appended Mortgagees Sale has been published in THE ENETERPISE, A NEWSPAPER published in St. Mary's County, Maryland, once a week for Four Successive weeks, prior to the 11th day of June, 1955 and that the first publication appeared in the issue of May 12, 1955.
SHERIDAN FAHNESTOCK, Publisher

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

LOUISE BOND, UMARRIED, JOSEPH BOND, UNMARRIED: WALTER BOND, WIDOWER: BENJAMIN BOND, UNMARRIED: ALBERT BOND AND GRACE BOND, HIS WIFE	:	
Complainants	:	
vs.	:	IN EQUITY NO. A-721
ROBERTA BOND WHALEN AND JAMES WHALEN, HER HUSBAND: MARY ELLA BOND JACKSON AND WALTER JACKSON, HER HUSBAND: HENRIETTA BOND MARTIN AND WALTER MARTIN, HER HUSBAND: AND AGNES CECELIA BOND, MARY BOND, JAMES MATHEW BOND AND MARY BERNICE BOND, INFANTS	:	
Respondents	:	

BILL OF COMPLAINT
(Filed Sept. 26, 1955)

TO THE HONORABLE, THE JUDGES OF SAID COURT:
YOUR ORATORS, Louise Bond, unmarried; Joseph Bond, unmarried; Walter Bond, Widower; Benjamin Bond, unmarried; Albert Bond and Grace Bond, his wife, by Loker & Guyther, their solicitors, complaining say:
1. That Joseph Bond and Nannie Bond, his wife, late of St. Mary's County, Maryland, departed this life intestate and left surviving them as their heirs by law, their childred, to wit., Louise Bond, unmarried; Joseph Bond, unmarried; Walter Bond, widower; Benjamin Bond, unmarried, Albert Bond and Grace Bond, his wife; Roberta Bond Whalen and James Whalen, her husband; Mary Ella Bond Jackson and Walter Jackson, her husband; Henrietta Bond Martin and Walter Martin, her husband; Mary Bond, widow of John Francis Bond and Agnes Cecelia Bond, John Francis Bond, James Mathew Bond and Mary Bernice Bond, infants, the said infants being all of the children and heirs at law of John Francis Bond who departed this life, intestate, leaving surviving him his widow, Mary Bond, and the above named infants as his heirs at law.
2. That the said Joseph Bond and Nannie Bond died intestate, as aforesaid, seized and possessed oftwo certain contiguous tracts or parcels of land situate, lying and being in the Fifth Election District of St. Mary's County, Maryland, containing in the aggregate twenty-five (25) acres of land, more or less, all of which will more fully and at large appear by reference to two certain deeds: One from Cleveland Herbert dated April 26, 1919, and recorded in Liber E.B.A. No. 18, folio 90, one of the Land Records of St. Mary's County, Maryland, and the second from Claude L. Hammond datee November 28, 1917, recorded in Liber E.B.A. No. 16, folio 270, one of the aforesaid Land Records. Certified copies of each of the said deed are filed herewith as a part hereof and marked Complainants' Exhibits A and B.
3. That the said real estate is not susceptible of partition among the respective heirs without material loss and injury to them and it would be to their best interest and advantage as well as to the best interest and advantage of the infants named in this proceeding to have the said real estate sold and the proceeds divided among the parties hereto in accordance with their respective interests.
4. That Louise Bond, one of the Complainants in this cause is desirous of purchasing the hereinabove mentioned and described property from the other parties hereto and has offered therefor the sum of $5,000.00 which said offer Your Orators believe and allege to be fair and reasonable for the said land and premises and which said offer Your Orators further believe and allege to be for the best interests and welfare of the said infant respondents to this cause.
5. That Your Orators further believe and allege that it would be to the best interest and advantage of the said infant respondents and of all of the parties of this cause that the offer of the said Louise Bond be accepted and that a trustee be appointed by this Honorable Court to convey the interest of the said infant respondents and of all of the other parties hereto to the said Louise Bond and that the proceeds of the said sale be divided among the said parties as their respective interests may appear.
TO THE END THEREFORE:
I. That this Honorable Court decree a sale of the real estate hereinabove described and mentioned to the said Louise Bond and appoint a trustee to make a conveyance thereof to her of all of the right, title and interest of the parties to this cause, and to receive the proceeds therefrom and distribute the samein accordance with the directions of this Honorable Court.
II. And that Your Orators may have such other and further relief as their cause may require.
And as in Duty Bound, Etc.

LOKER & GUYTHER

By /S/ W. M. LOKER, JR.
W. M. Loker, Jr.
Solicitors for Complainants

ANSWER TO BILL OF COMPLAINT
(Filed Oct. 11, 1955)

COMES NOW Roberta Bond Whalen and James Whalen, her husband, in proper person and for answer to the Bill of Complaint in the above entitled cause against them exhibited say:
1. That they admit the allegations of the Bill of Complaint and consent to the sale of the property as prayed therein.

/S/ ROBERTA B. WHALEN
Roberta Bond Whalen

/S/ JAMES A. WHALEN
James Whalen

ANSWER TO BILL OF COMPLAINT
(Filed Oct. 11, 1955)

COME NOW Henrietta Bond Martin and Walter Martin, her husband, in proper person and for answer to the Bill of Complaint in the above entitled cause against them exhibited say:
1. That they admit the allegations of the Bill of Complaint and consent to the said sale of the property as prayed therein.

/S/ HENRIETTA BOND MARTIN
Henrietta Bond Martin

/S/ WALTER MARTIN
Walter Martin

IN EQUITY NO. A-721

ANSWER TO BILL OF COMPLAINT
(Filed Oct. 11, 1955)

Comes Now Mary Ella Bond Jackson in proper person and for answer to the Bill of Complaint in the above entitled cause against her exhibited says:
1. That she admits the allegations of the Bill of Complaint and consents to the sale of the property as prayed therein.

/S/ MARY ELLA BOND JACKSON
Mary Ella Bond Jackson

ANSWER OF BILL OF COMPLAINT
(Filed Oct. 21, 1955)

COME NOW Mary Bond in proper person and for answer to the Bill of Complaint in the above entitled cause against them exhibited say:
1. That they admit the allegations of the Bill of Complaint and consent to the sale of the property as prayed therein.

/S/ MARY BOND
Mary Bond

ANSWER TO BILL OF COMPLAINT
(Filed Oct. 21, 1955)

COME NOW Mary Bond, legal guardian and next firend of Agnes Cecelia Bond, John Francis Bond, James Mathew Bond and Mary Bernice Bond, infants of heirs at law of John Francis Bond, late of St. Mary's County, Maryland, and for answer to the Bill of Complaint in the above entitled cause against them exhibited says:
1.9 That they admit the allegations of the Bill of Complaint.
2. And the said Mary Bond, guardian and next friend as aforesaid answering for the said infants, believes and alleges that the sale of the property as prayed in the said Bill of Complaint would be to the best interests and welfare of the said infants as therein alleged, and she, therefore, consents as guardian and next firend to the said sale of the said property as in the said Bill of Complaint prayed.

/S/ MARY BOND
Mary Bond, Legal Guardian and next friend of Agens Cecelia Bond, John Francis Bond, James Mathew Bond, and Mary Bernice Bond.

SHORT COPY OF JUDGMENT
(Filed Feb. 20, 1956)

JAMES H. MASON
Plaintiff

vs.

LOUISE BOND

Defendant

Before J. Walter Abell Trial Magistrate and Justice of the Peace of the State of Maryland, in and for St. Mary's County.

Sept 20, 1955, Judgment confessed by Defendant in favor of the Plaintiff for One Hundred twenty-seven Dollars and fifty cents C.M. Debt. with interest thereon from Sept 20, 1955, with respective rights of exemption waived; with ten per centum commission for attorney's fees, and $1.25 costs.
True Copy - Test:

/S/ J. WALTER ABELL (SEAL)
Trial Magistrate and Justice of the Peace

/S/ J. WALTER ABELL
Trial Magistrate and Justice of the Peace

Amount $127.50
J. P. Costs $1.25

/S/
Mr. Clerk:
PLEASE FILE IN NO. 721 A EQUITY FOR COLLECTION.

WM. ALECK LOKER, ATTY

SHORT COPY OF JUDGMENT
(Filed Feb 20, 1956)

No. 1016 Law Docket

Term June 1955 Page 510

IN THE CIRCUIT COURT
FOR ST. MARY'S COUNTY
C. Benedict Greenwell, Clerk

Thomas A. Howard and
Gladys J. Howard,
Plaintiffs

vs.

LOUISE BOND, ET AL
Defendants

Plaintiff's Costs $16.75
Defendants Costs

July 11, 1955 Judgment in favor of Plaintiff for $3,533.25 with interest from July 11, 1955, and costs; with rights of exemption waived and 10 per cent Attorney's fees for collection

True Copy Test:

/S/ C. BENEDICT GREENWELL CLERK
C. Benedict Greenwell

Received payment of $11.75

Clerk's Costs $3.75
Summons 8.00
Paid by Wm. Aleck Loker

IN EQUITY NO. A-721

ORDER NISI
(Filed Feb 29, 1956)

ORDERED by the Circuit Court for St. Mary's County, Maryland, in Equity, this 29th day of February, 1956, that the contract of sale filed in the above cause will be finally ratifed and confirmed unless cause to the contrary thereof be shown on or before 7th day of April, 1956, provided acopy of this Order is published once a week in each of four successive weeks prior to the 6th day of April, 1956.
The contract of sale states the purchase price to be $5,000.00.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the
Circuit Court for St. Mary's County,
Maryland.

EXAMINER'S RETURN OF TESTIMONY
(Filed Feb. 29, 1956)

To The Honorable, the Judges of said Court:
Leave of Court first having been obtained and notice having been given me by the Solicitor for the Complainants of a desire to take testimony, I William O. E. Sterling, one of the Standing Examiners of the Circuit Court for St. Mary's County, Maryland, in Equity, duly appointed, qualified and sworn, met on the 16th day of February, 1956, and appointed the 18th day of February, 1956, at 10:00 A.M. as the day and time and the office of Loker and Guyther as the place for taking of saidtestimony , at which last mentioned date, time and place I attended and in the presence of Louise Bond, on the Complainants in the above cause, her attorney and witnesses, and in the presence of Mary Bond and Roberta Bond Whalen, two of the Respondents in the above cause, proceeded to take the following interrogatories and the answers thereto.

/S/ WILLIAM O. E. STERLING
William O. E. Sterling, Examiner

John R. Drury, a witness of law ful age, who being produced before me and by me duly sworn testified as follows to the interrogatories propounded.

1. State your name, age, residence and occupation.
A. John R. Drury, 63, residence Leonardtown, St. Mary's County, Maryland, occupation insurance and real estate.

2. Are you familiar with the tract or parcel of land owned by the late Joseph and Nannie Bond siutate in the ifth Election District of St. Mary's County, Maryland, near Oraville on the horse landing road, and if so will you please describe this property and give your estimate of its value.
A.9 I am familiar with the property, having made an inspection and appraisal of it. The land bordess on the horse landing public road and is hilly and ruggard. It is covered with scrub growth and consists of approximately 29 acres inproved by a dwelling. The dwelling is new and in good condition, it has three bedrooms, living room, dining room, kitchen, bath and basement. I would estimate and appraise the value of the land at $1,000.00 for the entire tract; and I would estimate and appraise the value of the house to be $7,500.00.

3. You understand that Joseph and Nannie Bond left several children and grandchildren surviving them and that some of the grandchildren are infants. With this in mind you believe that it would be to the best interest and advantage of this infants to sell this property and divide the proceeds after paying the costs and charges against it.
A. I do. The land itself is unproductive and no income can be produced from it, the principal value of the property being the dwelling. For this reason the property is not susceptable of partition in kind and it seems to be that the only fair way that the vairous interest of the owners can be realized is by selling the land and dividing the proceeds.

In answer to the general interrogatory propounded to the witness by the Examiner the witness answered "NO."

/S/ WILLIAM O. E. STERLING
William O. E. Sterling, Examiner

/S/ JOHN R. DRURY
John R. Drury

Louise Bond, witness of lawful age, who being produced before me and by me duly sworn testified as follows to the interrogatories propounded:

1. State your name, age, residence and occupation.
A. Louise Bond,age 41, residence, Oraville, St. Mary's County, Maryland, occupation cook in a restaurant.

2. Did you know Joseph and Nannie Bond and if so will you state whether they are living or dead and whether or not they own any real estate in St. Mary's County, Maryland, at the time of thier death and whether or not they left any heirs surviving them.
A. I did know both Joseph and Nannie Bond, they were my mother and father. Joseph Bond died in 1939 and Nannied Bond, his widow, died in 1954. They left surviving them their sons and aughters, being myself, Joseph Bond, Walter Bond, Benjamin Bond, Albert Bond, Roberta Bond Whalen, Mary Ella Bond Jackson, Henrietta Bond Martin and John Francis Bond, who married Mary Bond and who has since died leaving his widow Mary, and four children: John Francis Bond, Agnes Cecelia Bond, James Mathew Bond and Mary Bernice Bond all of whom are infants. Joseph and Nannie Bond died owning a piece of land containing about 29½ acres fronting on the house landing road near Oraville, in the Fifth Election Districtof St. Mary's County, Maryland. When my mother died there was an old house on the property which has since been replaced by a new house consiting of three bedrooms, living room, kitchen, bath, dining room andbasement.

3. Do the four infant children whom you have named have a guardian?
A. Yes, their mother, Mary Bond, the widow of John Francis Bond, is their guardian.

4. Are there any liens or charges against the property which you have contr cted to buy from the other heris of Joseph and Nannie Bond.
A. Yes, there is a mechanic's lien or judgment in favor of Adolph Howard for work and materials which went into the new house in the amount of a little more than $3,000.00. I have assumed the responsibility to pay off this lien in addition to the purchase price which I have offered under contr ct to the other heirs. I other words, I have offered to buy the property subject ot this lien.

5. I show you appaper writing and ask you to identify the same.
A. This is a contrct me and the other heirs of Joseph and Nannie Bond for the sale of the above mentioned property to me for Five thousand dollars plus the [redacted] lien against the property. This is the same property which my mother and father died owning and which was conveyed to them by two deeds: One from Cleveland Herbert dated April 26, 1919, for 6½ acres on the Oraville - Horse Landing Road in the Fifth Election District of St. Mary's County, Maryland, which deed is recoded among the St. Mary's County Land Records in Liber E.B.A. No. 18 folio 190, [redacted] and one from Claude L. Hammond dated November

28, 1917, and recorded in Liber E.B.A No. 16, folio 470, covering 23 acres, more or less, on the "Possemensin Road," near Oraville in the Fifth District. The contract calls for payment of the purchase price in the event that the Court approves this sale to me.

6. Will you describe the land and state whether or not you believe that the property can be fairly divided among the heirs in kind and whether or not you believe this sale will be to the best interests and advantage of the infants named in these proceeding.
A. The land is hilly and in scrub pine growth. It does not and will not produce any income. The main value of the land is in the house and I don't see how it can be equally divided among the heirs. I also believe that it would be o the advantage of the infaant children that the land be sold and the proceeds divided among the heirs.

7. Is it your understanding that the costs of these proceeding will be shared by all of the heirs of Joseph and Nannie Bond?
A. Yes, that is my understanding.

In answer to the general interrogatory propounded to the witness by the Examiner, the witness answered "No."

/S/ WILLIAM O. E. STERLING
William O. E. Sterling, Examiner

/S/ LOUISE BOND
Louise Bond

Mary Bond, a witness of lawful ate, who being produced before me, and by me duly sworn testified as follows to the interrogatories propounded.

1. State your name, age, residence and occupation.
A. Mary Bond, age 32, residence, Hollywood, Maryland, housewife.

2. Did you know Joseph and Nannie Bond and if so will you state whether they are living or dead and whether or not they owned any real estate in St. Mary'd County, Maryland, when they died, and whether or not they left any heirs surviving them.
A. Joseph and Nannie Bond were my mother and father in law. Joseph Bond died in 1939 and Nannie died in 1954. They owned about 29 acres of land near Oraville in the Fifth Destict and a new house has recently been built on this land. They left several sons anddaughters survifing them, one of whom was John Francis Bond who was my husband. John Francis Bond is now dead. He left me as his widow and four children: John Francis, Agnes Cecelia, James Mathew and Mary Bernice all of whom are minors.

3. Are you the guardian of the four infant children whom you have named?
A. Yes, I am their mother and legal guardian. They all live with me.

4. As you know, the heirs of Joseph and Nannie Bond have agreed to sell the land which you described above to Louise Bond for $5,000.00 plus tye lien of Adolph Howard in the amound of about $3,000.00. Would you state whether you believe this sale to be fair and reasonable?
A. Yes. The property can not be divided in kind becuase the house is the main value or it and the only fair way to handle it is to sell all of it to Louise and divide the propceeds.

5. As the mother and guardian of your four children, do you believe that this sale would be to the best interest and advantage of these children?
A. Yes, since the property can't be divided tnad since I believe that the price is fair, I think it would be to the best interest of my children to have this sale approved.

In answer to the general interrogatory propounded to the witness by the Examiner the witness answered "No."

/S/ WILLIAM O. E. STERLING
William O. E. Sterling, Examiner

/S/ MARY BOND
Mary Bond

Roberta Bond Whalen, a witness of lawful age, who being propounded before me and by me duly sworn testifeed as follows to the interrogatories propounded:

1. State yourname, age, residence and occupation!
A. Roberta Bond Whalen, 35, residence Washington, D.C. occupation domestic.

2. Did you know Joseph and Nannie Bond and if so will you state whether they are living or dead and whether or not they owned any real estate in St. Mary s County, Maryland, when they died, and whether or not they left any ehirs surviving them.
A. Joseph and Nannie Bond were my mother and father. My father died in 1939 and my mother in 1954. They owned two parcels of land near Oraville in the Fifth District of St. Mary s County totalling about 29 acres which has since been improved by a new house and left their children Joseph Bond, Walter Bond, Albert Bond, Benjamin Bond, Henrietta Bond Martin, Mary Ella Bond Jackson, myself and John Francis Bond who married Mary Bond and John is now dead. He left his widow and four children: John Francis, Agnes Cecelia, James Mathew and Mary Bernice, all of whom are under age.

3. Do the four infant childfen whom you have name have a guardian?
A. Yes, their mother, Mary Bond, is their guardian and they live with her.

4. Are there any improvements on the land which your mother and fahter died owning and if so will you describe these improvements.
A. The land has a new house on it with three bedrooms, living room, dining room bath, ktchen and basement.

5. Are there any liens or charges against the property which you have contracted to sell along with the other heirs to Louise Bond?
A. Yes, there is a lien against this property for about $3,000.00 in favor of aman named Adolph Howard for the balance due on the house. Louise has agreed to buy the land and house subject to this lien and we will all understand that she will pay it off in addition to the contract price.

6. I show you this ppper writing and ask you to identify the same.
A. This is the contract between me and my brothers and sisters and Louise for the sale of the land and house to Louise for $5,000.00 plus Mr. Howard s claim. This contract covers the two pieces of land owned by my mother and father during their life which they got under deed from Cleavelane Herbert dated April 26, 1919, and recorded in Liber E.B.A. No. 18, folio 90, and from Claude L. Hammond dated November 28, 1917 and recorded in Liber E.B.A. No. 16, folio 470. We all understand that Louise is not bound by this contract unless the Court approves the sale to her.

7. Will you describe the land and state whether or not you believe that the property can be fairly divided among the heirs in kind and whether or not you consider this sale to be to the best interest and advantage of the infants named in these proceedings.
A. The land is not much. It is hilly and scrubby. It produces no income and the main value is in the house. The heirs have never had any other offers for the property and I doubt whether anybody other than a member of the family would be interested in buying it. Since most of the value is in the house, I don't

IN EQUITY NO. A-721

see how it can be fairly divided in kind among my brothers and sisters and myslef. It is also my opinion that it would be to the best interest of John Francis' children that the land be sold and the proceeds be divided among the heirs.

8. Is it your understand that the costs of these proceedings will be shared by all of the heirs of Joseph and Nannie Bond?
A. Yes, I understand that.

In answer to the general interrogatory propounded to the witness by the Examiner the witness answered "No."

/S/ WILLIAM O. E. STERLING
William O. E. Sterling, Examiner

/S/ ROBERTA BOND WHALEN
Roberta Bond Whalen

No other witnesses having been produced before me, I then at the request of the Solicitor for the Complainants close the deposition and herewith return the same to this Honorable Court under my hand and seal.

Witness my hand and seal this 29th day of February, 1956.

/S/ WILLIAM O. E. STERLING (SEAL)
William O. E. Sterling, Examiner

Complaintants cost.
Examiner's Fee - $10.00 (not paid)
Witness fee - .75¢ (Witness fee not paid)

/S/ WILLIAM O. E. STERLING
EXAMINER

AGREEMENT OF SALE
(Filed Feb. 29, 1956)

THIS AGREEMENT OF SALE, made this 20th day of June nineteen hundred and fifty-five, between Mary Lola Plater, Seller, and Louise Bond, Joseph Bond, Walter Bond, Benjamin Bond, Roberts B. Whalen, Mary Ella B. Jackson, Henrietta B. Martin, and Albert Bond, Buyers.

WITNESS that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in the Fifth Election District of St. Mary's County, Maryland, all of her one-ninth undivided interest to the Buyers in and to real estate lying and being in the Fifth Election District, containing 33 acres of land, more or less, and being all of the right, title and interest of the said Seller in and to the real estate presently owned by all of the parties, to this Contract as the heirs at law and next of kin of Joseph Bond and Nannie Bond, both late of St. Mary s County, Maryland, at and for the price of One thousand Dollars ($1,000.00) of which nothing Dollars have been paid prior to the signing hereof, and the balance to be paid as follows: Within 90 days from the date of this contract, provided that a loan can be obtained from the First National Bank of St. Mary's County, Maryland, in the amount of One thousand dollars ($1,000.00)

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrtors, for the faithful performance of this agreement.

It is also understood and agreen that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of the Agreement.
Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

WITNESS in duplicate the hands and seals of the parties hereto the day and year first above written.

/S/ C. ANN DEAN
Witness - as to Sellers signature

/S/ MARY LOLA PLATER (SEAL)
Seller's Signature

STATE OF MARYLAND, COUNTY OF ST. MARY'S, TO WIT:
I HEREBY CERTIFY that on this 19th day of July, 1955 before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mary Lola Plater, the seller in the foregoing Contract of Sale, and acknowledged the same to be her free and voluntary act and deed.

/S/ C. ANN DEAN
NOTARY PUBLIC

My Commission expires May 6, 1957.

Received this 18th day of July, 1955 at 2:25 o'clock P.M. for record and same day recorded in Liber C.B.G. No. 58, folio 75, one of the Deed records of St. Mary's County, Maryland and examined per me.

/S/ C. BENEDICT GREENWELL
Clerk

Recording $2.00 Paid

AGREEMENT OF SALE
(Filed March 22, 1956)

THIS AGREEMENT OF SALE, made this first day of July nineteen hundred and fifty-five, between Joseph Bond, Walter Bond, Bejamin Bond, Roberta B. Whalen, Mary Ella B. Jackson, Henrietta B. Martin & Albert Bond, Grace Bond, James Whalen, Walter Jackson and Walter Martin, Sellers and Louise Bond, Buyer.

WHINESS that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following descripbed property, situate and lying in the Fifth Election

District of Stl Mary's County, Maryland, on the public road leading from Oraville to Horse Landing, containing 29.5 acres of land, more or less, and being all of the right, title and interest of the said Sellers in and to the real estate owned by them as heirs at alw of Joseph Bond and Annie Bond, hiws wife, and which is described in two deeds dated respectively April 26, 1918, and November 28, 1917, and recorded respectively in Liber E.B.A. No. 18, folio 90, and Liber E.B.A. No. 16 , folio 470, of the Land Records of St. Mary's County, Maryland.

at and for the price of Five thousand Dollars ($5,000.00) of which no Dollars have been paid prior to the signing hereof, and the balance to be paid as follows: Upon the ratification of this sale by theCircuit Court for St. Mary's County, Maryland, to which said ratification this contract is expressly make subject. It be expressly understood by the said Buyer that the said property is being sld subject to the claim of Adolph Howard, lienor, said claim to be in the approximate amount of $3,000.00.

And upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any.

Ground rent, rent, water rent, taxes and other public charges againstthe premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

~~XXXXXX~~

WITNESS in duplicate the hands and seals of the parties hereto the day and year first above written.

/S/ IRVING MILSTEAD Witness - as to Seller's signature	/S/ BENJAMIN BOND (SEAL) SELLER'S SIGNATURE
/S/ MARY CATHERINE NEAL Witness	/S/ WALTER BOND (SEAL) SELLER'S SIGNATURE
/S/ MARY CATHERINE NEAL Witness	/S/ ROBERTA BOND WHALEN (SEAL) SELLER'S SIGNATURE
/S/ JAMES H. MASON Witness	/S/ JOSEPH A. BOND (SEAL) Seller's Signature
/S/ HARRY MARTIN Witness	/S/ JAMES Z. WHALEN (SEAL) SELLER'S SIGNATURE
/S/ ELIZAVETH REED Witness	/S/ ALBERT BOND (SEAL) SELLER'S SIGNATURE
/S/ FRANCIS REED Witness	/S/ ELLA JACKSON (SEAL) SELLER'S SIGNATURE
/S/ RALPH K. THOMAS Witness	/S/ LOUISE BOND (SEAL) BUYER'S SIGNATURE
/S/ ANNA THOMAS	/S/ GRACE BOND
/S/ ELIZABETH REED	/S/ WALTER MARTIN
/S/ FRANCIS REED	/S/ HENRIETTA MARTIN

CERTIFICATE OF PUBLICATION
(Filed May 19, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.
This is to certify that the appended ORDER NISI has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks, prior to the 6th day of April, 1956, and that the first publication appeared in the issue of February 29, 1956.
SHERIDAN FAHNESTOCK, Publisher
Per Betty Clifford
/S/ BETTY CLIFFORD

SUBPOENA
(Filed June 29, 1956)

CASE NO. A-721 Equity.

THE STATE OF MARYLAND
Saint Mary's County, To Wit:

TO Agnes Cecelia Bond, John Francis Bond, James Mathew Bond and Mary Bernice Bond

GREETINGS:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of July next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Louise Bond, et al aginst you exhibited in the Circuit Court for St. Mary's County, Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable John B. Gray, Jr., Chief Judge of the Seventh Judicial Circuit of Marylnd, the 12th day of June, 1956.

Issued this 22th day of June, 1956.

TO THE DEFENDANTS (S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary but unless you answer or make other defense with the time named, Compainant (s) may obtain a decree pro

IN EQUITY NO. A-721

confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant (s)

Loker & Guyther
Leonardtown,
Maryland

/S/ C. BENEDICT GREENWELL, CLERK
(SEAL)

C. Benedict Greenwell

Sheriff's Return
Served the within summons on the named Defendant by readingsame to him and leaving copy of same and Declaration with him this 27th day of June, 1956.

/S/ ROBERT MEIDZINSKI
Sheriff
Per Ben Burroughs, Dep. Sheriff

Served the within Subpoena by reading to, and leaving copy of same and copy of Bill of Complaint with
/S/ A.C. BOND, JR., F. BOND, JR., M. BOND, M. B. BOND AND BY READING SAME TO AND LEAVING COPY WITH MARY BOND, GUARDIAN AND NEXT FIREND OF AGNES CECELIA BOND, JAMES MATHEW BOND, AND MARY BERNICE BOND

THIS 27th day of June, 1956,

/S/ ROBERT MEIDZINSKI
Sheriff

/S/ per BEN BORROUGHS, DEP. SHERIFF

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM
(Filed July 11, 1956)

TO THE HONORABLE, THE JUDGES OF SAID COURT:
IT APPEARING from the proceedings filed in the above-entitled cause that Agnes Cecelia Bond, John Francis Bond, James Mathew Bond and Mary Bernice Bond, certain of the defendants in said cause, are infants and have been duly summoned as by reference to the Sheriff's Return filed herein will more fully appear; andit further appearing that as the said Agnes Cecelia Bond, John Francis Bond, James Mathew Bond and Mary Berni e Bond ar infants and unable to answer the Bill of Complaint in said cause filed,
THIS HONORABLE COURT is hereby petitioned to appoint a Guardian Ad Litem to appear and answer for them, the said infants.
And, As In Duty Bound, Etc..

LOKER & GUYTHER

By /S/ W. M. LOKER, JR.
W. M. Loker, Jr.
Solicitors for Complainants

ORDER OF COURT

UPON THE FORGOING PETITION it is this 11th day of June, 1 56, by the Circuit Court for St. Mary's County, Maryland, in Equity, ADJUDGED, ORDERED AND DECREED that Joseph A. Mattingly be and he is hereby appointed Guardian Ad Litem to appear for and represent the interests of the said Agnes Cecelia Bond, John Francis Bond, James Mathew Bond and Mary Bernice Bond, the infant defendants in the above-entitled cause.

/S/ J. DUDLEY DIGGES
J. Dudley Digges, Judge

ANSWER OF GUARDIAN AD LITEM
(Filed July 11, 1956)

TO THE HONORABLE, THE JUDGES OF SAID COURT:
THE ANSWER of Agnes Cecelia Bond, John Francis Bond, James Mathew Bond and Mary Bernice Bond, infants, by Joseph A. Mattingly, their Guardian Ad Litem, duly appointed by Order of this Honorable Court filed in this cause, to the Bill of Complaint of Louise Bond, et al., against them in this Court exhibited:
1. These defendants, being infants, can ceither admit nor deny any of the matters and things alleged in said Bill, and subject their rights thereunder to the protection of this Honorable Court.
2. That an investigation of the matters and things concerned in this cause leads your Guardian Ad Litem to believe that the property, the subject of these proceedings, is not susceptible of partition in kind without material loss and injury to the owners thereof, and that the best interests of the said infant defendants would, therefore, be best served by the sale of the aforesaid property as in said Bill prayed so that the proceeds may be divided among the respective owners as their interests may appar..
And, as In Duty Bound, Etc.

/S/ JOSEPH A. MATTINGLY
Joseph A. Mattingly
Guardian Ad Litem

Service of a copy of the foregoing Answer admitted this 27th day of June, 1956.

/S/ W. M. LOKER, JR.
W. M. Loker, Jr. Solicitor for Complainants

STIPULATION AND WAIVER
(Filed July 11, 1956)

TO THE HONORABLE, THE JUDGES OF SAID COURT:
COMES, NOW, Joseph A. Mattingly, Guardian ad Litem for Agnes Cecelia Bond, John Francis Bond, James Mathew Bond, and Mary Bernice Bond, infants, in the above entitled cause and make the following Stipulation and Waiver:

IN EQUITY NO. A-721

1. That the above entitled cause be submitted to and considered by this Court upon the testimony heretofore taken, filed and re-filed therein, Your said Guardian ad Litem having examined the said testimony and being satisfied of its completeness, truthfullness and authenticity.
2. That Your Guardian ad Litem hereby waivew his right to take any further or additional testimony in said cause; and that the Rule of this Honorable Court requiring the said testimony to lie in Court for a period of ten days prior to final decree by, and the same is hereby waived by Your Guardian ad Litem.
3. That the above and foregoing Stiuplation and Waiver is made and entered into by your Guradian ad Litem upon the sold consideration of the best interests and welfare of his wards being thereby served.

Respectfully submitted,

/S/ JOSEPH A. MATTINGLY
JOSEPH A. MATTINGLY, GUARDIAN AD LITEM FOR AGNES CECILIA BOND, JOHN FRANCIS BOND, JAMESMATHEW AND MARY BERCINCE BOND, INFANTS

SERVICE of a copy of the foregoing Stipulation and Waiver admitted this 11th day of July, 1956:

/S/ W. M. LOKER, JR.
W. M. Loker, Jr., Solicitor for Complainants

DECREE RATIFYING SALE
(Filed July 11, 1956)

THIS CAUSE, standing ready for hearing and being submitted on Bill, Anser, and Testimony, the proceedings were read and considered.

WHEREUPON, it is this 11th day of July, 1956, by the Circuit Court for St. Mary's County, Maryland, in EQUITY, ADJUDGED, ORDERED AND DECREED, that the sale of the interests of the parties in these proceedings mentioned in and to the real estate mentioned and described in the above entitled cause be, and the same is hereby finally ratified and confiremed.

AND IT IS FURTHER ADJUDGED, ORDERED AND DECREED, that W. Ml Loker, Jr., be and he is hereby appointed as Trustee to convey the interest of the said parties in and to the said real estate to Louise Bond, unmarried, the purchaser in these proceedings mentioned. The said Trustee shall first file in the office of the Clerk of the Circuit Court for St. Mary s County, Maryland, a bond to the state of Maryland executed by him with a surety or sureties to be approved by this court, or the Clerk thereof, in the penalty of $5,000. 00 conditioned for the faithful performance of the trust reposed in him by this decree. He shall then, by a good and sufficient deed to be executed andacknowledged according to law, conveyed to the purchaser therein, their heirs and assigns, the interest of the said parties in and to the real estate in these proceedings mentioned, free, clear and discharge from all claims to the parties of this cause or of any person, or persons, claiming by, from or under them; the said Trustee shall then bring into this Court the money arising from the said Sale and the interest of the said parties to be disposed of under the direction and order of this Court, in accordance with the terms of the Contract of Sale heretofore filed in this cause.
AND IT APPEARING that the auditor of this court is the Trustee appointed under the terms of this decree, it is further, ORDERED, that Robert E. Wigginton be and he is hereby appointed as special auditor to mke and state an account audit of the proceeds of the sale of the sale of the said parties in the said real estate.

/S/ J. DUDLEY DIGGES
J. Dudley Digges, Judge

INVOICE

Complete Insurance Service

Date April 25, 1956

KNOTT & SULLIVAN INSURANCE AGENCY
FIRE - AUTO - LIFE - CASUALTY
Hughesville, Maryland
Phone Hugesville 226F11 or 81F4

To Mr. Thomas A. Howard
Hughesville, Md.

Expiration	Policy Number	Company	Description and location of property	Kind of Insurance	Amount	Rate	Premium Debit
4/4/57	MD 153915	Hartford	Dwelling (Bond)	F. & EC.	7,000		23.52

BILL

THE ENTERPRISE

Branch News Office
Washington Street
Leonardtown, Maryland
Greenwood 5-2131

Main Office
330 Great Mills Road
Lexington Park, Maryland
Great Mills 2-1011

William Loker
Leonardtown, Md.

Amount $10.00

Date	Description	Charges	Credits	Balance
Feb. 29,	to March 29 ORDER OF NISI BOND			$10.00

BOND

AMERICAN CASUALTY
Company of Reading, Pennsylvania

IN EQUITY NO. A-721

KNOW ALL MEN BY THESE PRESENTS, That William M. Loker, Jr., Trustee as Principal andThe American Casualty Company of Reading, Pennsylvania, as Surety are held and birmly bound unto the State of Maryland in the full and just sum of Five Thousand ($5,000.00) to be paid to the State of Maryland or it's certain Attorney, to which payment well and truly to be made, we bond ourselves and each of us, our, and eacor our Heirs, Executors and Administrators, jointly and s verally, firmly by these presents.
Sealed with our seals and dated this 14th day of July, 1956.

WHEREAS, the above bounded William M. Loker, Jr., By virtue of a decree of Honorable, the Judge of the Circuit Court for St. Mary's County, state of Maryland, in equity, has been appointed as trustee to sell property at a public or private sale, in petition suit of Louise Bond, et al., vs. Reberta Bond Whalen, et al., being No. A721 in the Circuit Court for St. Mary's County.

NOW THE CONDITION OF THE OBLIGATION IS SUCH, That if the above bounded, William M. Loker, Jr., do and shall well and faithfully perform the trust reposed in him by aid decree or that may be reposed in him by any further decree or order in the premises, then this 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:

/S/ C. ANN DEAN

/S/ JEAN C. WOODBURN

/S/ W. M. LOKER, JR. (SEAL)
William M. Loker, Jr.

American Casualty Company of Reading, Pennsylvania.

By: /S/ J. DELANNEY, JR. (?) (SEAL)

(S E A L)

AUDITOR'S REPORT
(Filed September 18, 1965)

W. M. Loker, Jr., Trustee:

In Account with proceeds of the Sale of the Proerty mentioned in these proceedings
1956
July 11, 1956, To proceeds of sale
per contract:.....$5,000.00

By costs and expenses as follows:

C. Benedict Greenwell, Clerk		$ 27.50
Robert Miedzinsji, Sheriff		1.00
W. M. Loker, Jr., Trustee, his commission		300.00
W. M. Loker, Jr., Solicitor, appearance fee		30.00
Jos. A. Mattingly, Guardian ad litem		25.00
W. O. E. Sterling, Examiner		10.00
John R. Drury, Witness		.75
John R. Drury & Son, bond premium		20.00
The Enterprise, 2 orders nisi @ $10.00		20.00
Robert E. Wigginton, Special Auditor		18.50
Totals	$5,000.00	$ 452.75
Amount to Balance		$4,547.25
Totals	$5,000.00	$5,000.00
Balance distributable from above	$4,547.25	

Distribution:

To Thomas A. Howard, et ux, Judgment
Creditor: Principal $3,533.25
Costs 16.75
Int. to 7/11/56 .... 211.98
10% Commiss. to W.A
Loker, Atty 374.52
$4,136.50 ..... 4,136.50

To James H. Mason, Judgment
Creditor: Principal 127.50
Costs 1.25
Int. from 9/30/55. ... 6.40
10% Commiss. to W. A.
Loker, Atty. 13.39
$ 148.54 ..... 148.54

To Knott & Sullivan Insurance Agency to the use of Thomas A. Howard, Insur. on Dwelling	23.52
To Daughter, Louise Bond	29.83
To. Son, Joseph Bond	29.83
To Son, Walter Bond	29.83
To Son, Albert Bond	29.84
To Daughter, Roberta Bond Whalen	29.84
To Daughter, Mary Ellen Bond Jackson	29.84
To Daughter, Henrietta Bond Martin	29.84

To Heirs of Deceased son, John Francis Bond, his share, $29.84
Mary Bond, Widow, 1/3 of $29.84 . . .$9.93
3 Agnes Cecelia Bond,
infant, 1/6 of 29.84 . . . 4.97
John Francis Bond,
infant, 1/6 of 29.84 . . . 4.98
James Matthews Bond,
infant, 1/6 of 29.84 . . . 4.98
Mary Bernice Bond,
infant, 1/6 of 29.84 . . . 4.98 ..... 29.84

Totals	$4,547.25	$4,547.25

To The Honorable, the Judges of Said Court:

Your Special Auditor begs leave to report thatin the above entitled cause, after charging the Trustees with the proceeds of the sale of the property reported by him he has allowed costs and expenses as per vouchers filed therein. He then distributed the balance to the heirs at law of Joseph Bond and Nannie Bond, deceased, in accordance with their enterests thereon.

Respectfully submitted,

/S/ ROBERT E. WIGGINTON
Robert E. Wigginton, Special Auditor

IN EQUITY NO. A0721

ORDER NISI
(Filed Sept. 18, 1956)

ORDERED, this 18th day of September, 1956, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the report of the Special Auditor made, stated and filed in the above-entitled cause, be and the same is hereby ratified and confirmed unless cause to the contrary thereof be shown on or before the 15th day of October, 1956, provided a copy of this Order be inserted in some newspaper printed and published in St. Mary's County, Maryland, once a week in each of three successive weeks before the said 15th day of October, 1956.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the Circuit Court for St. Mary's County, Maryland

---

FINAL ORDER OF RATIFICATION OF AUDITOR'S REPORT
(Filed Oct. 30, 1956)

ORDERED, by the Circuit Court for St. Mary's County, Maryland, in Equity, this 30th day of October, 1956, that the Report of the Special Auditor, made, stated and filed in the above-entitled cause, be finally ratified and confirmed, no cause to the contrary thereof having been shown, although due notice of the same has given as by reference to the Certificate of Publication of the Order Nisi filed herein will more fully appear.

/S/ J. DUDLEY DIGGES
JUDGE

CERTIFICATE OF PUBLICATION
(Filed Oct. 31, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended ORDER NISI has been published in St. Mary's County, Maryland, once a week for (3) successive weeks, prior to the 11th of October and that the first publication appeared in the issue of Sept. 20, 1956.
SHERIDAN FAHNESTOCK, Publisher
/S/ PER MRS. JAMES C. WOOD

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

ESTELLE C. JACKSON :
(Mrs. R. W. Jackson)
:
Plaintiff
:
vs. IN EQUITY NO. A-723
:
PAUL N. BUTLER AND EVELYN M.
BUTLER, HIS WIFE :
Defendants :

BILL OF COMPLAINT
(Filed Oct. 1955)

To the Honorable, the Judge of said Court:

Your plaintiff, Estelle C. Jackson (Mrs. R. W. Jackson) by Paul J. Bailey, her solicitor complaining says:

1. That J. Frank Bailey, treasurer and Collector of taxes for St. Mary's County, Maryland for theyear 1952 issued a certificate of sale dated December 14, 1953, certifying that on said date he, the said J. Frank Bailey as County Treasurer aforesaid, sold to the plaintiff at public auction for the sum of $50.00 which was paid, the property assessed in the name of the defendants situate, lying and being in the Seventh Election District of St. Mary's County, Maryland and which is described on the Collector's Tax Roll as four (4) acres and is otherwise described as follows:

Beginning for the same at an iron pipe set up on the South side of the road leading from Abell's Post Office to Julia A. Clarke's residence and at the Northwest corner of Eugene T. Holts lot, thence running and binding on the West line of the said Holts land, South 43 deg. 15 min. West 330 feet to an iron pipe set up at the Southwest corner of the said Hotls land and in a wire fence, thence with said fence North 46 deg. 15 min. West 386.1 feet to a locust post set on the East side of the road leading from Abell's Post Office to Gary Gass' land, thence with the said road North 10 deg. 45 min. West 228.4 feet to an iron pipe a corner of George Brookes' lot, thence with said Brookes' land North 51 deg. East 198 feet to an iorn pipe set up on the South side of the first mentioned road, thence with said road South 46 deg. 15 min. East 547.1 feet to the first beginning, containing Four (4) acres of land, more or less, being a part of the land formerly owned by William Like Clarke, decrased, called and known as "Frog Hall" "Bedlam Neck" and "Collinwood". Being all and the same land which was conveyed by Estelle C. Jackson and Richard W. Jackson to Paul N. Butler and Evelyn M. Butler, his wife by deed dated November 30th, 1946 and recorded in Liber CBG No 19, Folio 295, one of the land records of St. Mary's County, Maryland. The certificate of sale is herewith filed and considered a part hereof and marked "Plaintiff Exhibit A".

2. That the said land has not been redeemed by the defendants nor by any party of interest although more than one year from the date of sale has expired.

3. That the defendants are none residents of the State of Maryland and reside in Washington, D.C.

4. That the amount necessary to redeem the property is as follows:

Purchase price	$50.00
1953 taxes	5.44
1954 taxes	5.50
1955 taxes	4.83

Plus interest and costs from date.

To the end, therefore:

1. That your Honor pass a final decree foreclosing all right of redemption of the defendants in and to the above mentioned property.
2. That the County Treasurer be ordered to convey the said property to your plaintiffs.
3. That your plaintiffs may have such other and further relief as their case may require.

And as in duty bound, etc.

/S/ PAUL J. BAILEY
Solicitor for the Plaintiffs

TREASURER'S CERTIFICATE
(Filed Oct. 1955)

OFFICE OF
TREASURER OF SAINT MARY'S COUNTY
LEONARDTOWN, MARYLAND

I, /S/ J. FRANK BAILEY, Collector of taxes for the State of Maryland and the County, of St. Mary's, herdby certify that on December 14, 1953, I sold to Mrs. R. W. Jckson at Public Auction for the sum of 50 Dollars and No cents, which was paid in cash, the property in the 7 District, described as 4 acres and assessed to Paul N. and E. M. Mutler, The property described herein is subject to redemption. Upon redemption, the holder of this certificate will be refunded the sum of the purchase price togethrwith the interest thereon at the rate of six per cent per annum from the date of payment ot thedate of redemption together with all other amounts specified by Chapter 89C of the Acts of 1943, and Acts amendatory thereof. All taxes together with interest thereon accruing subsequent to the date of sale must be paid to the Collector before a deed can be delivered to the purchaser. After Dec. 14, 1954, a proceeding can be brought to foreclose all rights redemption in the property. This Certificate will be void unless such a proceding is brought within two years of the date of this certificate.

Witness my hand and seal, this 14th day of December, 1953.

/S/ J. FRANK BAILEY SEAL
Collector

Subscribed andsworn to before me this
14th of December, 1953

/S/ J. R. DRURY

My Commission expires May 2, 1955.

ORDER OF PUBLICATION
(Filed Oct. 17, 1955)

IN EQUITY NO. A-723

The object of this proceeding is to secure the foreclosure of all rights of redemption in theproperty owned by the defendants, herein.

The bill in substance states: That J. Frank Bailey, treasurer and collector of taxes forSt. Mary's County, Maryland for the year 1952 issued a certificate of sale dated December 14, 1953 certifying that on said date he, the said J. Frank Bailey as County Treasurer aforesaid, sold to the plaintiff at public auction for the sum of $50.00, which was paid, the property assessed in the name of the defendants, situate, lying and being in the Seventh Election District of St. Mary's County, Maryland, and which is described on the collector's tax roll as four (4) acres. Being all andthe same land which was conveyed by Estelle C. Jackson and Richard W. Jackson to Paul N. Butler and Evelyn M. Butler, his wife by deed dated November 30, 1946, and recorded in Liber CBG No. 19, Folio 295, etc.

The bill states, among other thing that the amount necessary for redemption has not been paid although more than a year and day from date of sale has expired.

It is thereupon this 17 day of October, 1955, by the Circuit Court for St. Mary's County, Md., in Equity, Ordered that Notice be given by the insertion a copy of this Order in some newspaper printed and published in St. Mary's County, Md., once a week for four successive weeks, warning the defendants and any and all other interested parties to be and appear in this Court by the 21st day of December, 1955 and redeem the property above described and answer the Bill or thereafter a final Decree will be rendered forclosing all rights of redemption in the property, and vesting the plaintiffs a title, free and clear of all encumbrances.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the
Circuit Court for St. Mary's County,
Maryland.

CERTIFICATE OF PUBLICATION
(Filed December 17, 1955)

This is to certify that the appended Order of Publication has been published in the SA NT MARY'S BEACON, a newspaper published in St. Mary's County Maryland, once a week for 4 successive weeks prior to the 21st day of December and that the first publication appeared in the issue of10-20-1955.
/S/SARA BRUCACHER

BILL
(Filed Dec. 17, 1955)

ST. MARY'S BEACON
Weekly since 1839
Leonardtown, Maryland
Greenwood 5-7061

12-1-55

Joe Weiner

Date	Description	Credits	Charges	Balance
10-20	Order of Publication Estelle Jackson case 10" @ 1.75		17.50	
10-27-11-3-10	30" @ 11.00		30.00	

PETITION FOR REDEMPTION
(Filed Dec. 22, 1955)

To The Honorable Judge of Said Court:

The Petition of Paul N. Butler and Evelyn M. Butler, his wife, the defendants in the above entitled cause by their solicitor Benjamin F. Sears, respectfully represents:

1. That they admit the allegations as set forth in paragraphs 1, 2, 3, and 4 as set forth in the Bill of Complaint.
2. That the said defendants desire to redeem said property and are prepared to apy the sum as set out in paragraph 4 together with the proper costs.

Wherefore your petitioner prays:

1. Thatithis Honorable court fix the amount necessary for the redemption of said property in accordance with the provisions of Article 81, Section 71-A ET seq. of the Annotated Code of Maryland, title Revenue and Taxes, sub-title, Tax Sales.

And for such other and further relief in the premises as theri case may require.

/S/ BENJAMIN. F. SEARS
Attorney for the Defendants

COURT ORDER

It is hereby Ordered this _____ day of December, 1955 by the Circuit Court for St. Mary's Coundy, Md. in Equity upon the foregoing Petition that leave is hereby granted to theDefendants to redeem said property upon payment of 32.47 dollars and costs.

/S/ J. DUDLEY DIGGES
JUDGE

/S/ I HEREBY AGREE TO THE SIGNING OF THE ORDER OR DECREE, AND ALL ITEMS HAVE BEEN PAID IN FULL IN CASH BY THE PETITIONERS.
/S/ PAUL J. BAILEY ATTY.
DEC. 22, 1955.

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

PHILIP H. DORSEY, JR. AND
WILLIAM O. E. STERLING, TRUSTEES

VS.

ROBERT WILLIAM CORNELL AND
MARGARET T. CORNELL, HIS WIFE

IN EQUITY NO. A-731

PROCEEDINGS TO FORECLOSSE DEED OF TRUST FROM ROBERT WULKIAM CORNELL AND MARGARET T. CORNELL, HIS WIFE, DATED JANUARY 28, 1949, RECORDED IN LIBER C.B.G. NO. 16 FOLIO 369, ONE OF THE LAND RECORDS OF ST. MARY'S COUNTY, MARYLAND.
(Filed Oct. 18, 1955)

Mr. Clerk:

Please docket the above-entitled suit, file the original Deed of Trust, sel the penalty of the Trustee bond, and enter the appearance of Dorsey and Sterling as attorneys for the trustees.

/S/ PHILIP H. DORSEY, JR.
Philip H. Dorsey, Jr.

/S/ WILLIAM O. E. STERLING
William O. E. Sterling,
Trustees

Dorsey and Sterling,

by /S/ WILLIAM O. E. STERLING
Attorneys for Trustees
Leonardtown, Maryland

DEED OF TRUST
(Filed Oct. 18, 1955)

This Deed, made this 28th day of January, 1949, by and between Robert William Cornell and Margaret T. Cornell, his wife, party of the first part, and Philip H. Dorsey, Jr., and Wm. O. E. Sterling, Trustees as hereinafter set forth, party of the second part:-

WHEREAS, the party of the first part is just indebted unto Cedar Point Mortgage Company, XXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXX, a corporation orgainzed and existing under the laws of State of Maryland, in the prinicpal sum of Two Thousand No/100 Dollars ($2,000.00), with interest from date XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX at the rate of Fourt per centum (4%) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Ten and 56/100 Dollars ($10.56), commencing on the first day of March, 1949, and continuing on the first day of each monty thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 1974.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such socts and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful monty for the United States of America, to them in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the county of Saint Mary's, and State of Maryland, to wit:

Lot numbered Thirteen (13), in Block lettered "Q", (also designated 510 Midway Drive, Patuxent Park), in the Subdivision known as "Patuxent Park, Section 1", in the Eighth Election District, of St. Mary's County, Maryland, as per Plat of said Subdivision duly recorded among the Land Records of Saint Mary's County, Maryland, in Liber C.B.G. No. 17, Folio 409, and rerecorded in Liber C.B.G. No. 18, Folio 245, one of the Land Records of said County; subject ot building restriction lines and easements as shown on the recorded plats of said Subdivision and to covenants and restrictions as improced by The Lexington Park Company, dated May 2, 1946, and recorded October 31, 1946, among the Land Records of said Saint Mary's County, Maryland; subject, also, lto a prior encumbrance in the original amount of $8,100.00.

together with all the imrpvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the securith of the indebtedness herein mentioned;

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

IN AND UPON THE TRUSTE, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land, and premises, and the rents, issued and profits thereof, to take, have, and apply to and for such party's sole use and benefit, until default be made in the payment of any indebtedness hereby secured, or in the performance of any of the covenants as hereinafter provided.

Upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said party of the first part or assigns, at such party's cost.

Upon a default in the payment of any indebtedness hereby secured or in the performance of any of the terms or conditions hereof as hereinafter provided, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be such trustees duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchawers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: First, to pay

all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, all moneys advanced for costs or expenses, expense of litigation as aforesaid, taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of said sale or sales; Second, to pay whatever may then remain unpaid of said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; third, to reimburse the Veterans Administration for any sums paid by it on account of the guarantee or insurance of the indebtedness secured hereby; and, lastly, to pay the remainder of said proceeds, if any therebe, to the party of the frst part, such party's heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, the hiers or assigns thereof, the possession of the premises, less the expense, if any, of obtaining possession.

Party of the first part covenants and agrees as follows:

1. He will pay the indebtedness, as hereinbefore provided. Provilege is reserved to prepay at any time, without premium or fee, the netire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00) whichever is less.

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

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

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

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

(II) interest on the note secured hereby; and

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

And deficiency in the amount of any such aggregage monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, consitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date hereof, to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the party of the first party under (a) paragraph 2 preceding shall exceed the amounts of payments acutally made by the holder of the note for ground rents, taxes, or assessments or insurance premiums, as the case may be, such excess shall be credited on subdequent payments to be made by the party of the first part for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the holder of the note stating the amount of the deficiency, which notice may be given by mail. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness pepresented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part any balance remaining in the funds accumulated under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid of said note. In case of the refusal or neglect of the party of the first part to make any payment provided for under (a0 of paragraph 2, the holder of the note, may, at its option, make such payment and any sum or sums so paid shall bear interest at four per centum (4%) per annum and shall be secured hereby.

4. The rents, income and profits of said property are hereby assigned to the holder of the note, provided however, that the party of the first part shall be entitled to collect and retain the said rents, income and profits until default hereunder. Upon a default in the payment of any of the indebtedness hereby secured or in the perfo mance of any of the terms or conditi ns hereof, the holder of the note shall be entitled without notice to the party of the first part, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and if there be no receiver, the holder of the note may proceed to collect the rents, income, and profits from the property oovered hereby.

5. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at four per centum (4%) per annum from date of payment and shall be secured by this Deed of Trust.

6. Upon the request of the holder of the note the party of the first part shall execute and deliver a supplumental not or notes for the sum or sums advanced by the holder of the note for the alteration, modernization, improv ment, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and fully as if the advance evidenced thereby were included in the note first described above. Said supplumental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. The lien of this instrument shall remain in full force and effect during any postponement or extension of the excepted, and will not commit or permit any waste thereof.

8. He will keep the said premises in as good order and condition as they are now, reasonable wear and tear excepted, and will not commit or permit any waste thereof.

9. He will continuously maintain fire and sudh other hazard insurance as the holder of the note may require on the imporvments now or hereafter on said premises, but shall not be required to maintain amounts in e cess of the aggregate unpaid indebtedness secured hereby, and except when payment for all such premiums has theretofor been made under (a) of paragraph 2 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and e ch insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either

to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser orgrantee.

10. If the said property shall be advertisied for sale, as herein provided, and not, sold, the Trustee or Trustees acting shall be entitled to one-half (1/2) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the exectuion of this trust, and shall bear interest at four per centum (4%) per annum.

11. The holder of the indebtedness secured by this Deed of Trust shall be entitled to remove, substitute, or add a Trustee or Trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the land records of the county aforesaid.

12. If any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforecement of any endorsement or endorsements thereof, or any other matters hereby secured, or in refernce to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including reasonable counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear interest at four per centum (4%) per annum and in default of such payment by the party of the first part, the holder of the note, may at its option, make such payment or pay such charge and any sum or sums so paid by the holder of the note shall be secured hereby and bear interest as aforesaid.

13. If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are incosistent with said Act or Regulations are hereby amended to conform thereot.

14. He specially warrants the property herein conveyed and that he will execute such further assurances thereof as may be required.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders and the term "holder of the said note" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the parties of the first part on the day and year first above written.

Witness

/S/ A. ROLAND KESTLER

/S/ ROBERT WILLIAM CORNELL (SEAL)
Robert William Cornell

/S/ MARGARET T. CORNELL (SEAL)
Margaret T. Cornell

STATE OF MARYLAND, Saint Mary's County, to wit:

I HEREBY CERTIFY, That on this 28 day of January, 1949, before me the subscriber, a Notary Public of the State of Maryland, in and for the County of Saint Mary's aforesaid, personally appeared Robert William Cornell and Margaret T. Cornell, his wife, and they acknowledged the foregoing deed to be their respective act.

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

/S/ LOUISE J. BYRUM
Louise J. Byrum Notary Public

My Commission Expires: May 2nd, 1949.

REQUEST FOR PENALTY IN BOND
(Filed Nov. 16, 1955)

Mr. Clerk:

It is requested that the penalty of the Trustees' bond be set.

/S/ DORSEY AND STERLING
Dorsey and Sterling, Attorneys for
Trustees.

Pursuant to the above request, it is this 15th day of Nobember, 1955, ordered that the penalty of the trustees' bond in the above entitled cause be and the same is hereby set at Two Thousand ($2,000.00) Dollars.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the
Circuit Court for St. Mary's County
Maryland

BOND
(Filed Nov. 17, 1955)

KNOW ALL MEN BY THESE PRESNETS, that we, Philip H. Dorsey, Jr., and William O. E. Sterling,, Trustees, and Hartfore Accident and Indemnity Col, Hartfored, Connecticut, a body corporate, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand ($2,000.00) Dollars ($2,000.00), to be paid to the State of Maryland or its certain attorney or assigns, to the payment thereof we bond ourselves and each of us, our and each of our heirs, executors, administrators, successors, and assigns, jointlu and severally, firmly by these presents.
Sealed with our seals and dated this 17 day of November, 1955.

WHEREAS, by Deed of Trust dated January 28, 1949, and recorded among the Land Records of St. Mary's County, Maryland, in Liber CBG, No. 16, folio 369, Robert William Cornell and Margaret T. Cornell, his wife, did grant, bargain, sell and assign and transfer unto Philip H. Dorsey, Jr. and William O. E. Sterling, Trustees as therin named, their heirs, executors, administrators and assigns, all of the property therein described and referred to in said Deed of Trust for the uses and purposes therein named, mentioned and

declared.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the above bound Philip H. Dorsey, Jr., and William O. E. Sterling, do and shall well and faithfully perform the trust reposed in them in and by the above deed of trust mentioned and declared; and also, do and shall well and faithfully perform the trust reposed in them in and by the above deed of trust mentioned and declared; also do and shall well and faithfully perform the trust reposed in them by said deed and observe the provisions of the Maryland Code of Public General Laws, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS Their hands and seals.

/S/ PHILIP H. DORSEY, JR. (SEAL)
Philip H. Dorsey, Jr., Trustee

/S/ EDITH G. MATTINGLY

/S/ WILLIAM O. E. STERLING (SEAL)
William O. E. Sterling, Trustee

Surety: Hartford Accident & Indemnity Co.

By: /S/ FRANK A. COMBS
Frank A. Combs, Attorney-in-fact

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the Circuit Court for St. Mary's County, Maryland

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BILL

FRANK A. COMBS INSURANCE AGENCY
General Insurance

Fire
Auto
Bonds
Plate Gladd

Box E
Phone Gr. 55441
Leonardtown, Md

Health
Accident
Compensation

Philip H. Dorsey
William O. E. Sterling, Trustees
Leonardtown, Maryland

Expiration	Policy Number	Company	Description and Location of Property	Premium Debit
11/17/56		Hartford	(Trustees Bond to sell Real Estate)	$10.00

(Robert William Cornell and Margaret T. Cornell)

CERTIFICATE OF PUBLICATION
(Filed Nov. 17, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended Trustee's Sale has been published in the SAIN MARY'S BEACON, a newspaper published in St. Mary's County, Maryland, once a week for 4 successive weeks prior to the 18th day of Nov., 1955, and that the first publication appeared in the issue of 10-20, 1955.

/S/ SARA BRUBECHER

TRUSTEE'S SALE
Of Valuable Improved Property
In Patuxent Park, Lexington
Park, Maryland

Under and by virtue of the power of sale contained in a certain Deed of Trust from Robert William Cornell and Margaret T. Cornell, his wife, dated January 28, 1949, and recorded among the Land Records of Saint Mary's County, Maryland, in Liber C.B.G. No. 16, folio 369, default having occurred in the covenants of said Deed of Trust, and at the request of the holder of the note secured thereby, the undersigned Trustees will offer for sale at public auction in front of the Court House Door, in Leonardtown, Maryland on FRIDAY, NOVEMBER, 18, 1955, at 11:00 O'clock A.M., the property described in said Deed of Trust as being Lot Numbered Thirteen (13), in Block Lettered "Q" (also designated 510 Midway Drive, Patuxent Park), in the Subdivision known as "Patuxent Park, Section 1" in the Eighth Election District of St. Mary's Co., Md., as per plat of said Subdivision duly recorded among the Land Records of St. Mary's Co., Md., in Liber C.B.G. No. 17, folio 409, and rerecorded in Liber C.B.G. No. 18, folio 245, one of the Land Records of said County; subject to building restriction lines and easements as shown on the recorded plats of said Subdivision and to covenants and restrictions as imposed by The Lexington Park Company dated May 2, 1956, and recorded among said Land Records on October 31, 1946.

Sale of this property will be made subject ot the lien and operation of a Deed of Trust from The Lexington Park Co. to T. Howard Duckett and James W. Gill, Trustees, dated September 18, 1947, and recorded among said Land Records in Liber C.B.G. No. 14, folio 229, the indebtedness secured by said Deed of Trust being about $6,835.43. However, the amount of said indebtedness will be announced at the time of the sale of this property.

This property is improved by a modern two-story, one family frame detached dwelling with central heat and modern conveniences and is known as premises 510 Midway Drive, Patuxent Park, Lexington Park, Md., This property may be viewed upon appointment by telephoning William O. E. Sterling at Greenwood 5-6271.

TERMS OF SALE: All cash upon ratification of the sale by the Court. A cash deposit of Five Hundred ($500.00) Dollars will be required at the time of sale. State and County taxes to be adjusted to date of sale. Conveyancing, recording, notary fees, State and Federal Stamp Taxes to be at the cost of the purchaser. The terms of the sale are to be complied with within ten (10) days after final ratification of the sale by the Court; otherwise the property will be resold at the rish and cost of the defaulting purchaser.

PHILIP H. DORSEY, JR.,
WILLIAM O. E. STERLING, TRUSTEES

Dorsey and Sterling,
Attorneys for Trustees
Leonardtown, Maryland

IN EQUITY NOL A-731

BILL
(Filed Nov. 17, 1955)

ST. MARY'S BEACON
Weekly Since 1839
LEONARDTOWN, MARYLAND
GREENWOOD 5-7061

11-17-55

Wm. O. Sterling
Equity No. A-731

Date	Description	Credits	Charges	Balance
	Trustee Sale Patuxent Park Prop			
10-20	13" @ 1.75		22.75	
10-27- 11-3-10-17	52" @ 1.00		52.00	
			$74.75	

REPORT OF SALE
(Filed Nov. 18, 1955)

To the Honorable, the Judges of said Court:

The Report of Sale of Philip H. Dorsey, Jr., and William O. E. Sterling, Trustees, under a certain deed of trust from Robert William Cornell and Margaret T. Cornell, his wife, dated January 28, 1949, and recorded among the Land Records of St. Mary's County, Maryland, in Luber C.B.G. No. 16, Folio 369, respectfully shows:

That default having occurred in the payment of the degt secured by said conveyance, and at the request of the party htereby secur d, after having given bond with security for the faithful performance of trust, and after having complied with all of the other prerequisites as prescri ed by law and said conveyance, and after having given notice of the manner, time, place and terms of sale by advertisement in the "St. Mary's Beacon", a weekly newspaper published in said county, for at least four successive weeks before the date of sale, Philip H. Dorsey, Jr., and William O. E. Sterling, Trustees herein named, pursuant, to such ntoice, attended at the Court House Door, Leonardtown, St. Mary's County, Maryland, on Friday, November, 18, 1955, at 11:00 o'clock A.M., and then and there offerecd for sale to the highest bidder and sold the said property to H. V. Higley, Administrator of Veternas Affairs for the sum of Five Hundred and no/100 Dollars ($500.00).

The terms of sale as given in said advertisment were all cash upon ratification of the sale by the Court. Adeposit of Five Hundred and 00/100 Dollars ($500.00) was required at the time of the sale and State and County Taxes, if any, are to be adjusted to the date of sale. Conveyancing, recording, notary fees, and State and Federal stamps to be at the cost of the purchaser. The terms of sale are to be complied with within ten 910) days after the final ratification of the sale by the Court; otherwise, the prop rty will be resold at the risk and cost of the defaulting purchaser.

Respectfully submitted,

/S/ PHILIP H. DORSEY, JR.
Philip H. Dorsey, Jr., Trustee

/S/ WILLIAM O. E. STERLING
William O. E. Sterling, Trustee

STATE OF MARYLAND, St. Mary's County, to wit;

I HEREBY CERTIFY, that on this 18th day of November, 1955, before me, the subscriber, a Notary Public, of the State and County aforesaid, personally appeared Philip H. Dorsey, Jr. and William O. E. Sterling Trusteex named in the aforegoing Report of Sale, and made oath in due form of law that the matters and things stated in the said Report of Sale are true as therein stated to the best of their knowledge and belief, and that said sale was fairly made.

WITNESS my hand and Notarial Seal.

/S/ VICTORIA M. AUSKIEVICZ
NOTARY PUBLIC

My Commission expires: 5-6-57 (S E A L)

AUCTIONEER'S CERTIFICATE
(Filed Nov. 18, 1955)

I HEREBY CERTIFY that on November 18, 1955, at 11:00o'clock A.M., I offered for sale at public auction at the Court House Door, Leonardtown, St. Mary s Coutnym Maryland, the property described in the annexed advertisement, and sold the same to H. V. HIGLEY, ADMR. OF VETERANS AFFAIRS at and for the sum of $500.00, which was the highest bid made.

I further certify that the sale was fairly made and that Philip H. Dorsey, Jr., and Williams O. E. Sterling, Trustees, attended the said sale.

/S/ J. GERALD ABELL
J. Gerald Abell, Auctioneer

RECEIPT
(Filed Nov 18, 1955)

Received of William O. E. Sterling the sum of $15.00, Auctioneer's fee in connection with the public sale in the above case.

/S/ J. GERALD ABELL
J. Gerald Abell, Auctioneer

IN EQUITY NO. A-731

ORDER NISI
(Filed Nov. 18, 1955)

ORDERED, this 18th day of November, 1955, that the sale of the property mentioned in these proceedings made to H.V. HIGLEY, ADMINISTRATOR OF VTERANS AFFAIRS, and reported by Philip H. Dorsey, Jr., and William O. E. Sterling, Trustees, be ratified and confirmed, unless cause to the contrary hereof be shown on or before the 19th day of December, 1955; provided a copy of this Order be inserted in some newspaper printed and published in St. Mary's County, Maryland, once in each of three successive weeks before the 19th day of December, 1955.

The preport of sale stats that said property was sold for $500.00.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk
of the Circuit Court for St.
Mary's County, Maryland

CERTIFICATE OF PUBLICATION
(Filed Dec. 23, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.

This is to certify that the appenede Order Nisi has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary's County Maryland, once a week for 4 successive weeks prior to the 19th of December, 1955, and that the first publication appeared in the issue of Nov. 24, 1955.

SARA BRUBACHER

BILL
(Filed Dec 23, 1955)

ST. MARY'S BEACON
Weekly since 1839
Leonardtown, Maryland
Greenwood 5-7061

12-19-55

Wm. Sterling

Date	Description	Credits	Charges	Balance
	Order Nisi Robert William Cornell Nov 24 Dec. 1 - 8 - 15		10.00	

ORDER OF FINAL RATIFICATION
(Filed Dec. 23, 1955)

ORDERED by the Circuit Court for St. Mary's County, Maryland, in Equity, this 22nd day of December, 1955, that the sale of the property mentioned in these proceedings to H. V. Higley, Administrator of Veterans Affairs, as made and reported by Philip H. Dorsey, Jr. and William O. E. Sterling, Trustees, be and the same is finally ratified and confirmed, no cause to the contrary thereof having been shown, although the Notice required by the Order Nisi hereto fore filed in these proceedings appears to have been given as shown by the Certificate of Publicati n of said Order Nisi herewit filed.

It is further ORDERED that the proceedings in the above cause be and the same are herewith referred to the Auditor of this Court to state and account according to law.

/S/ J. DUDLEY DIGGES
J. Dudley Digges, Judge

AFFIDAVIT
(Filed Feb 24, 1956)

STATE OF MARYLAND, City of Balitmore, to wit:

On this 28th day of December, 1955, before md, the Subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared C. W. Nixon, Loan Guarantee Officer of the Veterans Administration, an agency of the United States Government, and duly authorized agent of H. V. Higley, Administrator of Veterans Affirs, and made oath in due form of law that he is the Loan Guarantee Officer of the Veterans Administration, an agency of the United States Government, and as such that he is authorized to make this Affidavit on behalf of H. V. Higley, Administrator of the Vetermans Affairs; that the said H. V. Higley, Administrator of Veterans Affairs, is the owner of a Deed of Trust Note dated January 28, 1949, in the original amount of Two Thousand ($2,000.00) Dollars, bearing interest at the rate of four per centum (4%) per annum, payamble to the Cedar Point Mortgage Company, a Maryland Corporation, and executed by Robert William Cornell and Margaret T. Cornell, his wife, such note having been endorsed and delivered to ssaid H. V. Higley, Administrator of Veterans Affairs, as holder in due court, the payment of said note being secured by a Deed of Trust dated Jauary 28, 1949, by which the said Robert William Cornell and Margaret T. Cornell, his wife, conveyed to Philip H. Dorsey, Jr. and William O. E. Sterling, Trustees, the property identified as follows: that is to say: All that lot situated in the Eighth Election District of St. Mary's County, Maryland, being Lot Numbered Thirteen (13), in Block Lettered "Q", (also designated 510 Midway Drive, Patuxent XXXXX Park), in the Subdivision known as Patuxent Rark, Sectionkl, in the Eighth Election District of St. Mary's County, Maryland, as per Plat of said Subdivision duly recorded among the Land Records of St. Mary's County, Maryland, in Liber C.B.G. No. 17, Folio 409 and rerecordecd in Liber C.B.G. No. 18, folio 245, XXXXXX one of the Land Records of St. Mary's County, Maryland; that the remaining unpaid principal balance of said note is, as of the 18th day of Novemer, 1955 the date of the sale in the above proceedings, Sixteen Hundred Ten Dollars and Two Cents ($1610.02), together with accrued interest thereon at therate of four per centum (4%) per annum to the 18th day of November, 1955, of $76.57.

Witness my hand and Notarial Seal and the hand of C. W. Nixon, Loan Guarantee Officer, Veterans Administra-

tion, the Affiant who subscribed and swore to this Affidavit, before me this 28th day of December, 1955.

(SEAL)

/S/ CRAFTON LEE BROWN, JR.
NOTARY PUBLIC
Crafton Lee Brown, Jr.

My Commission expires May 6, 1957.

/S/ C. W. NIXON,
C. W. NIXON, Loan Guarantee Officer,
Veterans Administration.

DEED OF TRUST
(Filed Feb 27, 1956)

Leonardtown, Maryland
January 28, 1949

$2,000.00

FOR VALUE RECEIVED, the undersigned promise(s) to pay to Cedar Point Mortgage Company, a Maryland orporation, or order, the principal sum of Two Thousand and No/100 Dollars ($2,000.00), with interest from date at the rate of Four per centum (4%) per annum on the unpaid balance until paid, said principal and interest being payable at the office of Cedar Point Mortgage Company, a Maryland Corporation, in Lexington Park, Maryland or at such other place as the holder hereof may designate in writing delivered or mailed to the debtor, in monthly installments of Ten and 56/100 Dollars ($10.56), commencing on the first day of March, 1949, and continuing on the first day of each month thereafter until this note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 1974.

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), which ever is less.

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

This note represents money actually loaned to the undersigned and is secured by Deed of Trust of even date executed by the undersigned on certain property described therein.

Presentment, protest and notice are hereby waived.

/S/ ROBERT WILLIAM CORNELL
Robert William Cornell

/S/ MARGARET T. CORNELL
Margaret T. Cornell

THIS IS TO CERTIFY that this is the note described in, and secured by, a Deed of Trust of even date herewith and in the same principal amounts as herein stated to Philip H. Dorsey, Jr., and Wm. O. E. Sterling, Trustees, on real estate located in Saint Mary's County, State of Maryland, and known as: Lot 13, Block "Q", "Patuxent Park, Section 1".

Dated this 28th day of January, 1949.

/S/ LOUISE J. BYRUM Y
Notary Public

(SEAL)

My Commission Expires: May 2nd, 1949.

KNOW ALL MEN BY THESE PRESENTS, That FLORENCE H. LUCKETT, of Charles Town, West Virginia, does hereby assign and transfer to H. V. Higley, Administrator of Beterans Affairs, all of her right, title and interest in and to a certain Deed of Trust Note, dated January 28, 1949, in the sum of $2,000.00, made by Robert William Cornell and Margaret T. Cornell, his wife, to Cedar Point Mortgage Company, a Maryland Corporation. This assignment shall be without recourse against the assignor.

IN WITNESS WHEREOF, the assignor has hereunto set her hand and seal this 14 day of June, 1955.

/S/ FLORENCE H. LUCKETT
Florence H. Luckett

STATE OF WEST VIRGINIA)
) ss.:
COUNTY OF JEFFERSON)

On this 14 day of June, 1955, before me personally came FLORENCE H. LUCKETT to me known and known to me to be the individual described in, and who executed, the foregoingassignment, and duly acknowledged to me that she executed the same.

/S/ HT W. WILLIS
Notary Public

(SEAL)

My Commission Expires May 5, 1963.

KNOW ALL MEN BY THESE PRESENTS, That CEDAR POINT MORTGAGE COMPNAY, a Maryland corporation, having its principal place of business at Lexington Park, Maryland, for value received, does hereby assing and transfer to FLORENCE H. LUCKETT of 2540 Massachusetts Avenue, N. W., Washington 8, D.C. without recourse, a certain Deed of Trust Note dated January 28, 1949, made by ROBERT WILLIAM CORNELL and MARGARET T. CORNELL, his wife, in the sum of Two Thousand ($2,000.00) Dollars, payable to CEDAR POINT MORTGAGE COMPANY, the assignor hereby, together with all its right, title andinterest in and to a Deed of Trust dated January 28, 1949, made by said ROBERT WILLIAM CORNELL and MARGARET T. CORNELL, his wife, as party of the first part, and PHILIP H. DORSEY, JR. and WILLIAM O. E. STERLING, Trustees, as party of the second part, securing said note, which Deed of Trust was

recorded in the Land Records of Saint Mary's County, Maryland, on February 1, 1949, at 3:45 o'clock P.M. in Liber No. 16 at folio 369, one of the Land Records of said County.

WITNESSETH the hand of WILLIAM GOLDMAN, the President of CEDAR POINT MORTGAGE COMPANY, and its corporate seal attested by A. ROLAND KESTLER, its Secretary, the 3rd day of May, 1949.

CEDAR POINT MORTGAGE COMPANY (SEAL)

By /S/ WILLIAM GOLDMAN
President

ATTEST:

/S/ A. ROLAND KESTLER
Secretary

STATE OF MARYLAND)
) ss.:
SAINT MARY'S COUNTY)

BE IT REMEMBERED, that on this 3rd day of May, 1949, presently came before me the subscriber, a Notary Public for the State of Maryland, WILLIAM GOLDMAN, President, and A. ROLAND KESTLER, Secretary of CEDAR POINT MORTGAGE COMPANY, a corporation of the State of Maryland, part to this instrument in wirting, known to me personally to be such, and acknowledged this interument of writing to be their act and deed and the act and deed of said Corporation; that the signatures of the President and the Secretary thereto are in theirown proper handwriting; that the said affixed is the corporate seal of said Corporation; that their acts of signing, sealing, acknowledging and delivering said instrument of writing was duly authorized by a resolution of the Board of Directors of said Corporation.

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

/S/ LOUISE J. BYRUM
Notary Public

(SEAL)
My Commission Expires

May 7th, 19 51

KNOW ALL MEN BY THESE PRESENTS, that FLORENCE H. LUCKETT, of Charles Town, West Virginia, does hereby assign and transfer to H. W. Higley, Administrator of Veterans Affairs, all of her right, title andinterest in and to a certain Deed of Trust, dated January 28, 1949, made by Robert William Cornell andMargaret T. Cornell, his wife, as party of the first part, and Philip H. Dorsey, Jr. and William O. E. Sterling, Trustees, as party of the second part, which Deed of Trust was recorded in the Land Records of St. Mary's County, Maryland, on February 1, 1949, at 3:45 o'clock P.M., in Liber 16 at folio 369, one of the land records of said county.

IN WITNESS WHEREOF, the assignor has hereunto set her hand and seal this 16 day of May, 1955.

/S/ FLORENCE H. LUCKETT (L.S.)
Florence H. Luckett

STATE OF WEST VIRGINIA)
) ss.:
COUNTY OF JEFFERSON)

On this 16th day of May, 1955, before me personally came FLORENCE H. LUCKETT to me known and known to me to be the individual described in, and who executed, the foregoing assignment, and duly acknowledged to me that she executed the same.

/S/ H. W. WILLIS
(SEAL) Notary Public
My Commission Expires May 5, 1963

STATE OF WEST VIRGINIA, COUNTY OF JEFFERSON, Ss.

I, Emily A. M. Stanley, Clerk of the County Court of said County in said State, the same being a Court of Record, do Hereby Certify that H. W. Willis beforem whom the annexed acknowledgment was taken, was, at the time of so taking the same, a Notary Public, of County of Jefferson, State of West Virginia, dwelling in said County, duly appointed, qualified and sworn, and authorized to administer oaths, take acknowledgments to deeds and other papers, and for general purposes, and that I am well acquainted with the handwriting of said Notary Public and that his signature thereto is genuine, as I verily believe.

In testimony whereof I have hereunto set my hand and affixed the seal of said Court, this 16th day of May, 1955

/S/ EMILY A. M. STANLEY
Clerk of Said Court

INFORMATION FOR AUDITOR
(Filed July 10, 1956)

Foreclosure Case of Philip H. Dorsey, Jr. and William O. E. Sterling, Trustees, vs. Robert William Cornell and Margaret T. Cornell, his wife, Equity, No. A.-731, Circuit Court for St. Mary's County, Maryland

Court Costs:	
To Frank A. Combs, Agent, Leonardtown, Md.	$ 27.50
Bond Premium:	
St. Mary's Conty Beacon, Leonardtown, Md., Publication	10.00
of Notice of Sale:	
To J. Gerald Abell, Leonardtown, Md., to the use	74.75
of William O. E. Sterling, Auctioneer's fee:	
St. Mary's Beacon, Leonardtown, Md., Publication	15.00
Order Nisi on Sale:	
	10.00

IN EQUITY NO. A-731

St. Mary's Beacon, Leonardtown, Md., Publication Order Nisi Auditor's Report:	$ 10.00
To Philip H. Dorsey, Jr., and William O. E. Sterling, Trustees, commission and attorneys' fees by agreement:	125.00
Sale price:	500.00
Amount of indibtedness and accrued interest thereon to H. V. Higley, Administrator of Veterans Affairs, on Deed of Trust: $1,686.59 with interest at 4% per annum from November 18, 1955.	

AUDITOR'S REPORT
(Filed Jul 10, 1956)

WILLIAM O. E. STERLING AND PHILIP H. DORSEY, JR., Trustees.

In Account with the proceeds from the sale of the real estate sold by them under the Deed of Trust in the above-entitled cause.

1955
November 18, To proceeds of sale as per report $500.00

BY COSTS AND EXPENSES AS FOLLOWS:

C. Benedict Greenwell , Clerk, his fees		$ 27.50
Philip H. Dorsey, Jr., and William O. E. Sterling, Trustees, commission and fee as per agreement		125.00
Frank A. Combs Insurance Agency, premium on Bond		10.00
St. Mary's Beacon, publication of Notice of Sale ($74.75) plus two (2) Orders Nisi @ $10.00 ($20.00)		94.75
J. Gerald Abell, Auctioneer's fee, use of William O. E. Sterling		15.00
W. M. Loker, Jr., auditor's fee		18.00
TOTALS	$500.00	$290.25
Amount to Balance		209.75
TOTALS	$500.00	$500.00
Balance distributable as above	$209.75	

Distribution:

To Hl V. Higly, Administrator of Veterans' Affairs in partial satisfaction of the debt secured by Deed of Trust filed in this cause		$209.75
TOTALS	$209.75	$209.75
Deficiency allowed to H. V. Higly, Administrator of Veterans's Affairs		$1523.88

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR AUDITOR begs leave to report that in the above-entitled case after charging the Trustees with the proceeds of the sale as per their report, he has allowed costs and expenses in accordance with the vouchers filed therein. He then distributed the balance to H. V. Higly, Administrator of Veterans Affairs in accordance with instructions filed herein, to partially satisfy the lien of the said Deed of Trust and he then allowed as a feficinecy the blance remaining unstaisfied under the said lien of the said Deed of Trust.

Respectfully submitted,

/S/ W. M. LOKER, JR.
W. M. Loker, Jr., Auditor

ORDER NISI
(Filed Jul 10, 1966)

ORDERED by the Circuit Court for Saint Mary's County, Maryland, in equity, this 10th day of July, 1956, that the report of the Auditor made, stated and filed in the above case, be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 6th day of August, 1956, provided a copy of this Order be published in some newspaper printed and pulished in Saint Mary's County, Maryland, once in each of three (3) successive weeks before the said 6th day of August, 1956.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the
Circuit Court for Saint Mary's County,
Maryland

CERTIFICATE OF PUBLICATION
(Filed Aug. 15, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARULAND.
This is to certify that the appended Order Nisi has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary's County, Maryland once a week for three successive weeks prior to the 6th of August and that the first publication appeared in the issue of 7-12-1956.

SARA BRUBACHER

IN EQITY NO. A-731

ORDER OF FINAL RATIFICATION OF AUDITOR'S REPORT
(Filed August 15, 1956)

ORDERED by the Circuit Court for Saint Mary's County, Maryland, in equity, this 15th day of August, 1956, that the report of the Auditor made, stated and filed in the above entitled cause be, and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown, although notice required by the Order Nisi heretofore filed in these proceedings appears to have been given as shown by the Certificate of said Order Nisi herewith filed.

/S/ J. DUDLEY DIGGES
J. Dudley Digges, Judge

IN EQUITY NO. A-733

IN THE MATTER OF THE MORTGAGED PREMISES OF DONALD DEAN EVERMAN AND SHIRLEY ANN EVERMAN, HIS WIFE, BY LEONARD R. SNYDER, SOLICITOR AND ASSIGNEE FOR PURPOSE OF FORECLOSURE	Equity No. A-733

ORDER TO DOCKET SUIT, ETC.
(Filed Oct. 21, 1955)

Mr. Clerk:

Please docket the above entitled suit, filed in the proceedings and enter the appearance of Leonard R. Snyder, Solicitor and Assignee for the purpose of Foreclosure.

/S/ LEONARD R. SNYDER
Leonard R. Snyder
Solicitor and Assignee
415 Essex Drive
Lexington Park, Maryland

STATEMENT OF MORTGAGE DEBT
(Filed Oct. 21, 1955)

By Leonard R. Snyder, Solicitor and Assignee for the purpose of foreclosure:

Balance due on Mortgage principal:	$4,627.04
Interest from Feb. 1, 1955 to Oct. 15, 1955	173.52
TOTAL:	$4,800.56

MORTGAGE
(Filed Oct. 21, 1955)

THIS MORTGAGE Made this 4th day of August, 1952 in the year nineteen hundred and fifty-two, by Donald Dean Everman and Shirely Ann Everman, his wife, hereinafter referred to as Mortgagors, and The Lexington Park Company, a body corporate, hereinafter referred to as Mortgagee.

WHEREAS, the said Mortgagors are justly indebted unto the said Mortgagee in the full sum of Four Thousand Seven Hundred and Eighty-nine Dollars and Ninety-one ($4,789.91), representing part of the purchase price for the hereinafter described real estate, which is to be paid with interest at the rate of Five per centum XXXX (5%) per annum in monthly installments of Twenty-five ($25.00) Dollars, each of which said monthly installments include interest accruing on said principal sum, fora period of Ten (10) Years from the date hereof at which time the balance of said principal sum and all interest thereon accruing are to be paid; beginning for the first payment of said monthly installents on the First Day of September, 1952, and thereafter on the First Day of Each and every month for a period of Ten (10) Years fro the date hereof at which time the balance of said principal sum and all interest accruing thereon shall be due and payable as aforesaid; with the privilege to the said Mortgagors of paying all or any part of said principal sum shall be in multiples of Twenty-five ($25.00) Dollars; and the said Mortgagors have given unto the said Mortgagee their Mortgage Note of even date herewith, drawn to its order for said principal sum and interest and payable in the manner hereinabove set-forth; to better secure the payment of which when the payments severally become due and payable, these presents are executed.

NOW, THEREOFRE, THIS MORTGAGE WITNESSETH, that in consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Donald Dean Everman and Shirley Ann Evenman, his wife, the within Mortgagors, do grant and convey unto the said The Lexington Park Company, a body corporate, the within Mortgagee, its successors and assigns, forever, in fee simple, all that certain lot, tract, piece or parcel of land, situate, lying and being in the Eighth Election District of Saint Mary's County, Maryland, and described as follows, that is to say: Lot Numbered Ninety-one (91), in Block Lettered "H", (also designated 302 Swanee Place, Patuxent Park), in the Subdivision known as "Patuxent Park, Section 1", in the Eighth Election District of Saint Mary's County, Maryland, as per Plat of the said Subdivision duly recorded among the Land Records of Saint Mary s County, Maryland, in Liber C.B.G. No. 17, Folio 409, and rerecorded in Liber C.B.G. No. 18, folio 245, one of the Land Records of said County; subject to building restriction lines and easements as shown on the recorded Plats of the said Subdivision and to the convenants and restridtions as imposed by The Lexington Park Company dated May 2, 1946, and recorded October 31st, 1946, among the Land Records of Saint Mary's County, Maryland,

(Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in any wise appertaining.)

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use, and benefit of the said The Lexington Park Company, a body corporate, the within Mortgagee, its successors and assigns forever.

PROVIDED that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of $4,789.91 and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors, their heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors, for themselves and for their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, convenat or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, its successors, or assigns, or William O. E. Sterling, their Attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to staisfy and pay said debt, interst and all costs incurred in making such sale, and to grant and convey the said property to the purchaser to purchasers thereof his, her, or their heirs or assigns, and which sale shall be made in the manner following; viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Saint Mary's County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale if said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or

assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Saint Mary's County, in Equity, which said expenses, costs and commissions the said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby agre and covenant to pay; and the said Mortgagee, its successors or assigns or William O. E. Sterling, their said Attorneyshall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expnese, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principl, interest, costs, expenses and commission.

And the said Mortgagors, for themselves and for their personal representatives and assigns, do further covenant to insure, and pending the existence of this mortgage, to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged property and to the amount of at least Nine Thousand ($9,000.00) dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, its successors, to the extent of their leine or claim hereunder and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

WITNESS the hands and seals of the said Mortgagors:

Test:

/S/ LOUISE J. BYRUM

/S/ DONALD DEAN EVERMAN (SEAL)
Donald Dean Everman

/S/ SHIRLEY ANN EVERMAN (SEAL)
Shirley Ann Everman

STATE OF MARYLAND, Saint Mary's County to wit:

I HEREBY CERTIFY, that on this 4th day of August, 1952, in the year nineteen hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Donald Dean Everman and Shirley Ann Everman, his wife, the Mortgagors named in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their respective act. At the same time also appeared Royal J. Byrum, Assistant Secretary of The Lexington Park Company, a body corporate, Mortgagee named in the aforegoing Mortgage; and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Witness my hand and notarial seal the day and year last above written.

(SEAL)

/S/ LOUISE J. BYRUM
Notary Public

My Commission Expires: May 4, 1953.

I HEREBY ASSIGN THE WITHIN MORTGAGE to the Assignee, Leonard R. Snyder, forthe Purpose of Foreclosure.

WITNESS the hand of William Goldman, President of The Lexington Park Company, a body corporate, and the corporate seal affixed hereto, the 21st day of October, 1955.

Attest:

/S/ CHARLES J. MOLITOR
C. J. Molitor, Asst. Sec.

/S/ WILLIAM GOLDMAN
William Goldman, Pres.

Received for Record Sept. 19, 1952 at 10:15 o'clock A.M. Same day recorded in Liber CBG No. 28 Folio 68 &c. one of the Land Records of St. Mary's County and examined per C. Benedict Greenwell, Clerk
Cost of Record $4.00 Pd.

REQUEST FOR AMOUNT OF BONDED TO BE SET
(Filed Oct. 21, 1955)

WHEREAS, forclosure proceedings have been instituted under the mortgage filed in the above entitled cause by Leonard R. Snyder, Solicitor and Assignee for purposes of foreclosure, and a request having been made that I do prescribe the penalty in the Bond shall be $1,000.00.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell
Clerk of the Circuit
Court for St. Mary's
County, Maryland

BOND
(Filed Nov. 16, 1955)

KNOW ALL MEN BY THESE PRESENTS

That we, Leonard R. Snyder, Solicitor and Assignee for purposes of Foreclosure, and Maryland Casualty Company of Baltimore, Maryland, as Sureties are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars ($1,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bond ourselves and each of our Heirs Execurots and Administrators, jointly and severally, firmly by these presenrs; seal with our seals and dated this 16th day of November in the year One Thousand Nien hundred and Fifty-Five, A.D.

WHEREAS, The above bounden Leonard R. Snyder, Solicitor and Assignee for purposes of Foreclosure, said mortgaged being in default from Donald Dean Everaman and Shireley Ann Everman, his wife, to The Lexington Park company, bearing date the 14th day of August, 1952, and recorded among the mortgage records of St. Mary's County, Maryland, In Liber C.B.G. 28, folio 68, has caused suit to be docketed in the Circuit Court for St. Mary's County, Maryland, same being A-733, in Equity, and titled "IN THE MATTER OF THE SALE OF THE MORTGAGED PREMISS OF DONALD DEAN EVERMAN AND SHIRLEY ANN EVERMAN, HIS WIFE, BY LEONARD, R. Snyder, SOLICITOR AND ASSIGNEE FOR PURPOSES OF FORECLOSURE.

IN EQUITY NO. A-733

Now, Therefore, the dondition of the above obligation is such that if the above bounden Leonard R. Snyder, Solicitor and Assignee for the purposes of Foreclosure, shall well and trly perform the trust reposed in him by any decree or order of the aforesaid Court in the premises, then the above obligation is to be void, otherwise, to be and remain in full force and virtue of law.

/S/ LEONARD R. SNYDER (SEAL)
Leonard R. Snyder

/S/ JOHN R. DURY (SEAL)

Test: /S/ JEAN C. WOODBURN

COUNTER SIGNED
Maryland Casualty Company

Approved by C. Benedict Greenwell, Clerk

By /S/ JOHN R. DERRY
Attorney-in-fact

CERTIFICATE OF PUBLICATION
(Filed Nov. 18, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.

This is to certify that the appended ASSIGNEE'S SALE has been published in THE ENTERPRISE, a newspaper publisbed in St. Mary's County Maryland, once a week for Four successive weeks, prior to the 18th day of November, 1955, and that the first publication appeared in the issue of October 27, 1955.
SHERIDAN FAHNESTOCK, Publisher

ASSIGNEE'S SALE

By virtue of the power of authority set forth and contained in a mortgage from Donald Dean Everman and Shirley Ann Everman, his wife, to the Lexington Park Company, dated August 4, 1952, and recorded in Liber CBG 28, folio 68, one of the land records of St. Mary's County, Maryland, the said mortgage being in default under the terms and conditions of said mortgage, especially in the matter of having failed to pay the principle and interest intended to be secured by said mortgage, now overdue, theundersigned solicitor and assignee and interest intended to be secured by said mortgage, now overdue, the undersigned solicitor and assignee for the purpose fo foreclosure will sell by Public Auction at the Court House Door in Leonardtown, St. Mary's County, Maryland, on FRIDAY, NOEMBER 18, 1955 at the hour of 11:40 A.M.

All that lot, tract, or parcel fo land, described as follows to wit: Lot No. 91, in Block "H" (also designated 302 Swanuee Place, Patuxent Park), in the subdivision known as "Patuxent Park Section 1", in the Eighth Election District of St. Mary's County, State of Maryland, as per plats of said subdivision duly recroded among the land records of St. Mary's County in Plat Book CBG numbered 18, plat 245, one of the land records of said county. Subject to building restriction lines and easements as shown on the recorded plats of said subdivision and to covenants and restrictions as imposed by The Lexinton Park Co., dated May 2, 1946, and recorded October 31, 1946, among the land records of St. Mary's County, State of Maryland.

This property is improved by a two story frame dwelling with one and one half baths and all modern coveniences.

Terms of Sale: Sold subject to a prior deed of trust for approximately $6,500.00. Further particulars of which will be announced at time of sale. A cash deposit of $500.00 will be required at the time of sale, the balance to be payable in cash within ten days after ratification of the sale by the Circuit Court, with interest on said balance from the day of sale to date of settlement. All adjustments will be made as of the day of sale, tall costs of conveyanceing including revenue stamps are to be paid by the purchaser.
LEONARD R. SNYDER
Solicitor and Assigned of Mortgagee
The Lexington Park Co.
415 Esses Drive
Lexington Park, Md.

10.27-11.17

AUCTIONEER'S CERTIFICATE
(Filed Nov. 18, 1955)

I hereby certify that I acted as Auctioneer for the sale of certain real estate situate, lying and being in the Eighth Election District of St. Mary's County, Maryland, owned by Clarence F. Martin and Ruth E. Martin, his wife, and being the same mentioned and described in the mortgage filed for foreclosure in No. _____ Equity, in the Circuit Court for St. Mary's County, Maryland.

And sold said property subject to a prior encumbrance of $6,253.87 at public auction on the 18th day of Nov., 1955, at the Court House door in Leonardtown, Maryland at the hour of 12 P.M. to the S & M Development Company, a body corporated, at and for the sum of $200.00 being then and there and forthat sum the highest bidders therefore.

I do further certify that said sale was fairly made to the best of my knowledge and belief.

/S/ J. GERALD ABLELL
Auctioneer

Auctioneer Fee paid: $15.00

REPORT OF SALE
(Filed Nov. 18, 1955)

To the Honorable Judge of said Court:

The report of Leonard R. Snyder, attorney and assignee of the mortgagee in the aboveentitled case and empowered by the terms of said mortgage to make sale of the real estate mentioned and described, respectfully shows:

That after giving an approved bond and complying with all of the prerequisites as required by law and the said mortgage, and after advertisement of the time, place and mannerof sale be advertisement in the St. Mary's County Enterprise, he did, pursuant to said notice attend said sale at at the Court House in Leonardtown, Maryland at the hour of 11:40 A.M. on Friday, November 18, 1955, and did then and there proceed to sell said real estate decribed in said mortgage in the follwing manner, that is to say: Said attorney offered the said property and improvements thereon, subject to a prior encumbrance in theamount of $6,253.87 at a public auction to the highest bidder and sold same to the S. & M. Development Company for Two Hundred Dollars ($200.00) cash, the company being then and there and for that sum the highest bidder

IN EQUITY NO. A# 733

therefor.

And further that the purchaser has fully complied with the terms of sale.

Respectfully submitted.

/S/ LEONARD R. SNYDER
Leonard R. Snyder
Attorney and Assgnee

STATE OF MARYLAND, ST. MARY'S COUNTY, TO WIT:

I Hereby Certify that on this 18 day of November, 1955, before me the subscriber, the Clerk of The Circuit Court for St. Mary's County, State of Maryland, personally appeared Leonard R. Snyder, Attorney and made oath in due form of law that the matters and facts stated in the above report are true to the best of his knowledge and belief.

/S/ C. BENEDICT GREENWELL
Clerk of the Circuit Court
St. Mary'sCounty

ORDER NISI
(Filed Nov. 18, 1955)

ORDERED by the Circuit Court for St. Mary's County, Maryland, in Equity, this 18th day of November, 1955, that the report of the sale of the mortgaged premises of Clarance F. Martin and Ruth E. Martin, his wife, described in these proceedings by Leonard R. Snyder, Solicitor, be ratified and confirmed unless cause to the contrary be shown on or before the 16th day of December, 1955, provided a copy of this Order be published in some Newspaper printed and published in St. Mary's County, Maryland, once a week forthree succissive weeksprior to the said 16th day of December, 1955.

The said report states the said real estate was sold subject to aprior encumbrance of $6,253.87, to the S & M Development company, a body corporate, for the sum of Two Hundred Dollars ($200.00)

/S/ C. BENEDICT GREENWELL
Clerk of the Circuit Court
for St. Mary's County

BILL
(Filed Jan 11, 1956)

JOHN R. DRURY & SON
Insurance - Real Estate
Leonardtown, Maryland

December 8, 1955

To Leonard R. Snyder

Date of Policy	Number of Policy	Company	Debit	Credit
11-16-55-56	90-311498-J	Maryland Casualty Company Lexington Park Co. vs. Donald Dean Everman and Shirley Ann Everman, his wife. $1000.00	10.00	

BILL
(Filed Jan 11, 1956)

THE ENTERPRISE

Branch News Office
Washington Street
Leonardtown, Maryland
Greenwood 5-2131

Main Office
330 Great Mills Road
Lexington Park, Maryland
Great Mills 2-1011

Leonard R. Snyder, Atty
415 Essex Drive
Lexington Park, Md.

Amount 57.50

Date	Description	Charges	Credits	Balance
10.27 - 11.17	Assignee's Sale (Everman)	47.50		
11.24 - 12.8	Order Nisi (Everman)	10.00		57.50

PAID
THE ENTERPRISE, INC.
12.2.55
By B. CLIFFORD
Lexington Park, Md.

CERTIFICATE OF PUBLICATION
(Filed Jan 7, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

IN EQUITY NO. A-733

This is to certify that the appended ORDERNISI has been published in THE ENTERPRISE, a newspaper pbulished in St. Mary's County, Maryland, once a week for 3 weeks successives weeks, prior to the 16th day of December and that the first publication appeared in the issue of November 24, 1955.

SHERIDAN FAHNESTOCK, Publisher
Betty Clifford

ORDER OF FINAL RATIFICATION
(Filed Jan. 11, 1956)

(ORDERED this 11th day of January, 1956, by the Circuit Court for St. Mary's,County, Maryland, in Equity, that the sale made by Leonard R. Snyder, Solicitor and Assignee for Purposes of Foreclosure of the property heretofore been reported, be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown by the Certificate of Publication of said Order Nisi filed in this cause; and this cause is hereby referred to the Auditor of this Court for statement of his account.

/S/ J. DUDLEY DIGGES
Judge

ORDERNISI
(Filed Feb. 14, 1956)

ORDERED, by the Circuit Court for St. Mary's County, Maryland, in Equity, this 13th day of February, 1956 that the report of the Auditor, made, stated and filed in the above-entitled cause be finally ratified and confirmed unless cause to the contrary hereof be shown on or before the 12th day of March, 1956, provided, however, that a copy of this Order be published in some newspaper printed and pbulished in St. Mary's County, Maryland, once a week in each of three successive weeks on or before the 19th day of March, 1956.

/S/ C. BENEDICT GREENWELL
C. BNEEDICT GREENWELL, CLERK OF THE
CIRCUIT COURT FOR ST. MARY'S COUNTY,
MARYLAND

AUDITOR'S REPORT
(Filed Jan. 11, 1956)

LEONARD R. SNYBER, ATTORNEY-ASSIGNEE:

1955:
November 18, To proceeds of sale as per report $200.00

BY COSTS AND EXPENSES AS FOLLOWS:

C. Benedict Greenwell, Clerk, his fees		$ 27.50
Leonard R. Snyder, Attorney-Assignee, fee named in mortgage		50.00
Leonard R. Snyder, Attorney-Assignee, commission on sale (6% of $200.00)		12.00
The Enterprise, Inc., publication of Notice of Sale ($47.50) and two Orders Nisi @ 10.00, use of Leonard R. Snyder		67.50
John R. Drury, Agent, premium on bond, unse of Leonard R. Snyder		10.00
J. Gerald Abell, Auctioneer's fee, use of Leonard R. Snyder		15.00
W. M. Loker, Jr., Auditor's fee		18.00
TOTALS	$200.00	$200.00
Amount to balanc e		$000.00
TOTALS	$200.00	$200.00

Balance distributable as above $000.000

Distribution:

To Lexington Park Company, amount of dificiency allowable on mortgage filed in this cause $4,877.68

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR AUDITOR begs leave to report that in the above-entitled cause, after charging the Attorney-Assignee with the proceeds of the sale of the property sold by him in the above-eneitled cause, he has allowed costs and expenses as per vouchers filed therin. There being no distributable balance remaining after allowing the saidcosts and expenses Your Auditor then allowed to the Lexington Park Company, a body corporate, a deficiency in the amount of $4,877.68.

Respectfully submitted,

/S/ W. M. LOKER, JR.
W. M. Loker, Jr., Auditor

CERTIFICATE
(Filed Mar. 23, 1956)

SAINT MARY'D COUNTY)
STATE OF MARYLAND) TO WIT:

COMES NOW, Leonard R. Snyder, and being first duly sworn deposes and says that he is the assignee for purpose of foreclosure of the mortgage dated April 4, 1952, in the original amount of $4,789.91, bearing interest at the rate of five (5%) per centum per annum payable to the order of The Lexington Park Company, and executed by Donald Dean Everman and Shirley Ann Everman, and secured on Lot 91, Block "H" in the Subdivision known as "Patuxent Park" Section 1, asper Plat recorded in Liber C.B.G. No. 17, folio 409, and

IN EQUITY NO. A-733

rerecorded in Liber C.B.G. No. 18, folio 245, one of the Land Records for Saint Mary'sCounty, Maryland; and that on account of said obligation there is justly due and owing to the said The Lexington Park Company the sum of $4,627.04 plus $183.16 accrued interest from Feb. 1, 1955, to Nov. 18, 1955, the date of the foreclosure sale.

/S/ LEONARD R. SNYDER
Leonard R. Snyder

Subscribed and sworn to before me this 9th day of March, 1956.

/S/ WILLIAM L. GEORGE
Notary Public

My Commission Expires: May 6, 1957 (SEAL)

CERTIFICATE OF PUBLICATION
(Filed Mar. 28, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended ORDER NISI has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for three successives weeks, prior to the 10th day of March, 1956, and that the first publication appeared in the issue of February 16, 1956.

SHERIDAN FAHANESTOCK, Publisher
By Betty Clifford

ORDER
(Filed Mar. 29, 1956)

ORDERED, this 29th day of March, 1956, by the Circuit Court of Saint Mary's County, Maryland in Equity that the report of the Auditor made, stated and filed in the above entitled cause be finally ratified and confirmed, no cause to the contrary having been shown, although the Order Nisi has been duly published heretofore as would appear from the Certificate of Publication herewith filed.

/S/ J. DUDLEY DIGGES
Judge

IN THE MATTER OF THE MORTGAGED PREMISES
OF ROBERT S. GELLES AND ANTHONY M. GELLES,
HIS WIFE, BY LEONARD R. SNYDER, SOLICITOR
AND ASSIGNEE FOR PURPOSE OF FORECLOSURE

IN THE CIRCUIT COURT FOR
SAINT MARY'S COUNTY, MARYLAND

EQUITY NO. A# 737

ORDER TO DOCKET SUIT
(Filed Oct. 27, 1955)

Mr. Clerk:

Please docket the above entitled suit, file in the proceedings, enter the appearance of Leonard R. Snyder, solicitor and assignee of the mortgage for the purpose of foreclosure.

/S/ LEONARD R. SNYDER
Leonard R. Snyder
Solicitor and Assignee
415 Essex Drive
Lexington Park, Maryland

STATEMENT OF MORTGAGE DEBT
(Filed Oct. 27, 1955)

By Leonard R. Snyder, Solicitor and Assignee for the purose of foreclosre:

Balance due on Mortgaged principal:	$1430.00
Interest from August 1, 1954 thru Oct. 15, 1955	86.41
	$1516.41

MORTGAGE
(Filed Oct. 27, 1955)

MORTGAGE FEE. -County.

THIS PURCHASE MONEY MORTGAGE, Made this 22nd day of May, in the year nineteen hundred and Fifty-One, by Robert S. Gelles and Anthony M. Gelles, his wife, hereinafter called Mortgagors, and The Lexington Park Company, a body corporate, hereinafter called Mortgagee/
WHEREAS, the said Mortgagors are justly indebted unto the said Mortgagee in the full summ of Two Thousand ($2,000.00) Dollars representing part of the purchase price of the hereinafter described real estate, wich is to be paid with interest at the rate of Five Per Centum (5%) per annum in monthly installemtns of Fifteen ($15.00) Dollars, and interest for a period of Five (5) years from the date hereof at at which time the balance of said principal sum and all interest thereon accruing are to be paid; the first payment of said monthly installments is to be made on the First Day of June, 1951, and then to continue thereafter on the First Day of each and every month for a period of Five (5) years from the date hereof at which time the balance of said Principal sum and all interest thereon accruing are to be paid as aforesaid; with the privilege to the said Mortgagors of paying all or any part of said principal sum on any regular payment date, provided any additional part payment of said principal sum shall be in multiples of Fifteen (15.00) Dollars; and the said Mortgagors have given unto the said Mortgagee their Mortgage Note of even date herewith, drawn to its order for said principal sum and interest and payable in the manner hereinabove set-forth; to better secure the payment of which as the installments severally become due. these presents are executed.
NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of One Dollar and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Robert S. Gelles and Anthony M. Gelles, his wife, the within Mortgagors, do grant and convey unto the said Lexington Park Company, a body corporate, its successors and assigns, in fee simple, all that certain lot, tract, piece or parcel of land, situate, lying and being in the Eighth Election District of Saint Mary's County, Maryland, and described as follows, that is to say: Lot Numbered Twenty (20), in Block Lettered "R", (also designated 530 Saratoga Drive, Patuxent Park), in the Subdivision known as "Patuxent Park, Section 1", in the Eighth Election District of Saint Mary's County, Maryland, as per Plat of said Subidivision duly recorded among the Land Records of Saint Mary's County, Maryland, in Liber C.B.G. No. 17, Folio 409, and rerecorded in Liber C.B.G. No. 18, Folio 245, one of the Land Records of said County; subject to building restriction lines and easements as shown on the recorded Plats of the said Subdivision, and to the covenants and restrictions as inposed by The Lexington Park Company, dated May 2, 1946, and recorded October 31, 1946, among the Land Records of Said Saint Mary's County, Maryland, and subject, also to a prior encumbrance in the original amount of Eight Thousand One Hundred ($8,100.00) Dollars.

The above described Lot is all and the same Lot conveyed to said Mortgagors by the said Mortgagee by Deed of even date herewith, which said Deed is to be recorded among the Land Records of Saint Mary's County, Maryland, immediately priro to these presents.

(Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges appurtenances and advantages, thereto belonging or in any wise appertaining.)

TO HAVE AND TO HOLD the aforesaid parcel of ground and oremises unto and to the proper use, and benefit of the said Mortgagee, its successors and assigns, forever.

PROVIDED that if the said Mortagors, thier heirs, pers nal representativesor assigns, shall well and truly pay or cause to be paid the aforesaid sum of Two Thousand ($2,000.00) dollars, and all interest thereon accured, which and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, and then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Morgagors, their heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues, and chargesof every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, w ich taxes, assessments, public dues, charges, mortgage debt and interest, the saidMortgagors for themselves and for their heirs, personal representative and assigns, do hereby agree and covenant to pay when legally demandable. But if default be made in pay,ent of said money, or the interest thereon to accure, or in any part of either of them, at the time limited for the payment of the same, or in any agreemtnt, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful forthe said Mortgagee, its successors or assigns, or William O. E. Sterling, their attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessaryl to staisfy and pay said debt, interest, and all costsincurred in making such sale, and to grant and voney the said property to the purchaser or pucharsers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following: viz: upon givent twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Saint Mary's County, and such other notice as by the said Morggagee, its successors or assigns, may be deemed expwdient, and in the event of a sale of saidproperty, under the powers hereby granted, the proceeds, arising from such sale: first to the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars and a

commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity juriskiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this mortgage, whether the same shall have matured tonot; and the suplus (if any there be) shall be paid to the said Mortgagers, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representiatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Saint Mary's County in Equity, wich said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns do hereby agree and covenant to pay; and the said Mortgagee, it s successors or assigns or William O. E. Sterling, their said Attorney shall not be required to receive the principal and inerest only, of said mortgage debt in staisfaction thereof, unless the same be accompanied by a tender of said expenses, costs, and commission, but said sale may be proceeded with unless, priro to the day appointed thereofr, legal tender be made of said principal, interest, costs, expenses and commission.

And the said Mortgagors for themselves and for their personal representatives and assigns, do further covenant to insure, and pending the existence of this mortgage, to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on hereby the mortgaged property and to the amount of at least Nine Thousand ($9,000.00) dolars, and to cause the p9licy to be affected thereon, to be so framed or endorse, as in case of fire, to insure the benefit fo the said Mortgagee, its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said p9licy or policies to the said Mortgagee, its successors and assigns.

WITNESS the hands and seals of the said Mortgagors:

TEST: as to both

/S/ LOUISE J. BYRUM
Louise J. Byrum

/S/ ROBERT S. GELLES (SEAL)
Robert S. Gelles

/S/ ANTHONY M. GELLES (SEAL)
Anthony M. Gelles

STATE OF MARYLAND, SAINT MARY'S COUNTY TO WIT:

I HEREBY CERTIFY, that on this 22nd day of May in the year nineteen hundred and fifty-one, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Robert S. Gelles and Anthony M. Gelles, his wife, the Mortgagors named in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their repsective act. At the same time also appeared Royal J. Byrum, Assistant Secretary of The Lexington Park Company, anbody corporate, the Mortgageenamed in the aforegoing Mortgagge 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.

WITNESS my hand and notarial seal the day and year last above wirtten.

/S/ LOUISE J. BYRUM
Louise J. Byrum Noary Public

(SEAL)
My Commission Expres: May 4, 1953

The within mortgage is hereby assigned to Leonard R. Snyder, Solicitor and Assignee for the Purposes of Foreclosure, this 21st day of October, 1955.
Witness the hand of William Goldman
President.

The Lexington Park Company

/S/ CHARLES J. MOLITOR
Charles J. Molitor, Asst. Sec.

/S/ WILLIAM GOLDMAN

REQUEST FOR AMOUNT OF BOND TO BE SET
(Filed Oct. 27, 1955)

Whereas, foreclosure proceedings have been instituted under the mortgage filed in the above entitled cause by Leonard R. Snyder, Solicitor and Assignee for the purpose of foreclosure, and a request having been made that I do prescribe the penalty in the Bond shall be $1,000.00/

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell
Clerk of the Circuit
Court for St. Mary's
County, Maryland.

BOND
(Filed Nov. 16, 1955)

KNOW ALL MEN BY THESE PRESENTS

That we, Leonard, R. Snyder, Solicitor and Assignee for purposes of foreclosure and Maryland Casualty Company of Baltimore, Maryland as Sureties are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars ($1,000.00) TO be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally firmly by these presents; seal with our seals and dated this 16th day of November, in the year nienteen hundred and fifty-five.

WHEREAS, The above bounden Leonard R. Snyder, Solicitor and Assignee for the purposes of foreclousure, said mortgage being in default from ROBERT S. GELLES AND ANTHONY M. GELLES, his wife, to the Lexington Park Company, bearing the date of December 31, 1951, and redorded among the Mortgage Records of St. Mary's County, Maryland, in Liber C.B.G. 22, Folio 283, has caused suit to be docketed in the Circuit Court for St. Mary's County, Maryland, same being No. A-737 in Equity and titled "In the Matter of the Mortgaged Premises of ROBERT S. GELLES AND ANTHONY M. GELLES, his wife, by Leonard R. Snyder, Solicitor and Assignee for purposes of foreclosure.

Now, therefore, the condition of the above obligation is such that if the above bounden Leonard R. Snyder ~~Solicitor and Assignee for the purpose of~~

IN EQUITY NO. A-737

Solicitor and Assignee for the purpose of foreclosure, shall well and truly perform the trust reposed in him by any decree or other of the aforesaid Court in the premises, then the above obligation is to be void otherwise to be and remain in full force and virtue in law.

/S/ LEONARD R. SNYDER (SEAL)

/S/ JOHN R. DRURY (SEAL)

Test: /S/ JEAN P. WOODBURN

Approved by: /S/ C. BENEDICT GREENWELL / Clerk

COUNTERSIGNED
Maryland Casualty Company

By /S/ JOHN R. DRURY
Attorney-in-fact

CERTIFICATE OF PUBLICATION
(Filed Nov. 18, 1955)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended ASSIGNEE'S SALE has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for Four successive weeks, prior to the 18th day of November, 1955, and that the first publication appeared in the issue of October 27, 1955.

SHERIDAN FAHNESTOCK, Publisher

ASSIGNEE'S SALE

By virtue of power of authority set forth and contained in a mortgage from Robert S. Gelles and Anthony M. Gelles, his wife, to the Lexington Park Company, dated May 22, 1951, and recorded in Liber CBG 22, Folio 386, one of the land records of St. Mary'sCounty, Maryland, the said mortgage being in default under the terms and conditions of said mortgage, especially in the matter of having failed to pay the principle and interest intended to be secured by said mortgage, now overdue, the undersigned solicitor and assignee for the purpose of foreclosure wll sell by Public Auction at the Court House door in Leonardtown, St. Mary's County, Maryland, on

FRIDAY, November 18, 1955

at the hour of 11:50 A.M.

All that lot tract, or parcel of land, described as follows to wit: Lot No. 20, in Block "R" (also designated 530 Saratoga Drive, Patuxent Park), in the subidivision known as "Patuxent Park, Section 1" in the Eighth Election District of St. Mary's County, State of Maryland, as per plats of said subdivision duly recorded among the land records of St. Mary's County in Plat Book CBG numbered 17, Plat 409, and recorded in Plat Book CBG numbered 18, Plat 245, one of the land records of said county. Subject to building restriction lines and easements as s own on the recorded plats of said subdivision and to covenants and restrictions as imposed by The Lexington Park Co., dated May 2, 1946, among the the Land Records of St. Mary's County, State of Maryland.

This property is improved by a two story frame dwelling with one and one half baths and all modern conveniences.

Terms of Sale: Sold subject to a prior deed of trust for approximately $6,500.00. Further particulars of which will be announced at time of sale. A cash deposit of $500.00 will be required at the time of sale, the balance to be payable in cash within ten days after ratification of the sale by the Circuit Court, with interest on said balance from the day of sale to date of steelement, All adjustments will be made as of the day of sale, all costs of conveyancing indluding revenue stamps are to be paid by the purchaser.

LEONARD R. SNYDER
Solicitor andAssignee of
Mortgagee
The Lexington Park Co.
415 Essex Drive
Lexington Park, Md.

10.27-11.17

AUCTIONEER'S CERTIFICATE
(Filed Nov. 18, 1955)

I hereby certify that I acted as Auctioneer for the sale of cerrtain real estate estate situate, lying and being in the Eighth Election District of St. Mary's County, Maryland, owned by Robert S. Gelles and Anthony M. Gelles, his wife, and being the same mentioned and described in the mortgage filed for foredlosure in No. A-737 Equity in the Circuit Court for St. Mary s County, Maryland.

And sold said property subject to a prior encumbrance of $6,319.21 at public auction on the 18th day of November, 1955, at the Court House door in Leonardtown, Maryland, at the hour of P.M. to The S & M Development Company, a body corporate, at and for the sum of Two Hundred Dollars ($200.00), it being then and there and for tha sum the highest bidder therefore.

I do further certify that said sale was fairly made to the best of my knowledge and belief.

/S/ J. GERALD ABELL
Auctioneer

Auctioneer Fee Paid : $15.00

REPORT OF SALE
(Filed Nov. 18, 1955)

To the Honorable Judge of saidCourt:

The report of Leonard R. Snyder, attorney and assignee of the mortgagee in the above entitled case and empowered by the terms of said mortgage to make sale of the real estate mentioned and described, respectfully shows:

IN EQUITY NO. A-737

That after giving an approved bond and complying with all of the prerequisites as required by law and the said mortgage, and after advertisement of the time, place and ma ner of sale by advertisement in the St. Mary's County Enterprise, he did, pursuant to said notice attend said sale at the Court House in Leonardtown, Maryland at the hour of 11:50 A.M. on Friday the 18th day of November, 1955, anddi d then and there proceed to sell said real estate described in said mortgage in the following manner, that is to say: Said Attorney offered the said property and improvements thereon, subject to a prior encumbrance in the amount of $6,319.21 a at a public auction to the highest bidder and sold same to the S & M Development Company for Two Hundred Dollars ($200.00) cash, the company being then and there and for that sum the highest bidder therefore.

And further that the purchaser has fully complied with the terms of sale.

Respectfully submitted.

/S/ LEONARD R. SNYDER
Leonard R. Snyder
Attorney and Assignee

STATEOF MARYDAND, ST. MARY'S COUNTY, TO WIT:

I hereby certify that on the 18th day of November, 1955, before me the subscriber, the Clerk of The Circuit Court for St. Mary's County, State of Maryland, personally appeared Leonard R. Snyder, attorney, and made oath in due form of law that the matters and facts stated in the above oath in dueform of law that the matters and facts stated in the above report are ture to the best of his knowledge and belief.

/S/ C. BENEDICT GREENWELL
Clerk of theCircuit Court
St. Mary's County

ORDER NISI
(Filed Nov. 18, 1955)

ORDERED by the Circuit Court for St. Mary's County, Maryland, in Eqity, this 18th day of November, 1955 that the report of the sale of the mortgaged premis es of Robert S. Gelles and Anthony M. Gelles, his wife, described in tese proceedings by Leonard R. Snyder, Solicitor, be ratified and confirmed unless cause to the contrary be shown on or before the 15th day of December, 1955, provided a copy of this order be published in Some Newspaper printed and published in St. Mary's County, Maryland, once a week for three successive weeks prior to the said 16th day of December, 1955.

The said report states the said real estate was sold subject to aprior encumbrance of $6,319.21 to the S & M Developement Company, a body corporate, for the sum of Two Hundred Dollars ($200.00).

/S/ C. BENEDICT GREENWELL
Clerk of the Circuit Court
St. Mary's County

CERTIFICATE OF PUBLICATION
(Filed Jan 7, 1956)

IN THE CIRCUIT COURT FORST. MARY'S COUNTY, MARYLAND

This is to certify that the appended ORDER NISI has bee published in THE ENTERPRISE, a nespaper published in St. Mary's County, Maryland, once a week for 3 weeks successive weeks, prior to the 16th day of December, 1955, and that the first publication appeared in the issue of November 24, 1955.
SHERIDAN FAHSNESTOCK, Publisher
/S/ BETTY CLIFFORD

ORDER OF FINAL RATIFICATION
(Filed Jan 11, 1956)

ORDERED THIS 11th day of January, 1956, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale made by Leonard R. Snyder, Solicitor and Assignee for purpose of Foreclosure of the property heretofore been reported, be, and the same is hereby finally ra ified and confirmed, no cause to the contrary having been shown by the Certificateof Puglication of said Order Nisi filed in this cause; and this cause is hereby referred to the Auditorof this Court for statement of his accoutn.

/S/ J. DUDLEY DIGGES
JUDGE

BILL
(Filed Nov. 16, 1955)

JOHN R. DRURY & SON
Insurance - Real estate
Leonardtown, Maryland

Date December 8, 1955

To Leonard R. Snyder

Date of Policy	Number of Policy	Company	Debit	Credit
11-16-55-56	90-311495 -J	Maryland Casualty Company Lexington Park Co. vs. Robert S. Gelles and Anthony M. Gelles, his wife, $1,000.00	$10.00	

IN EQUITY NO. A-737

BILL

THE ENTERPRISE

Branch News Office
Washington Street
Leonardtow , Maryland
Greenwood 5-2131

Main Office
330 Great Mills Road
Lexington Park, Maryland
Great Mills 2-1011

Leonard R. Snyder, Atty.
415 Essex Drive
Lexington Park, Md.

Amount 57.50

Date	Description	Charges	Crdits	Balance
10.27-11.17	Assignee's Sale (Gelles)	47.50		
11.24-12.8	Order Nsis (Gelles)	10.00		57.50

AUDITOR'S REPORT
(Filed Feb. 10, 1956)

LEONARD R. SNYDER, ATTORNEY*ASSIGNEE

In Account with the proceeds from the sale of the real estate sold by him under the terms of the Mortgage filed herein.

1955
November 18, To proceeds of sale as per report $200.00

BY COSTS AND EXPENSES AS FOLLOWS:

C. Benedict Greenwell, Clerk, his fees		$ 27.50
Leonard R. Snyder, Attorney-Assignee, fee named in mortgage		50.00
Leonard R. Snyder, Attorney-Assignee, commission on sale (6% of $200.00)		12.00
The Enterprise, Inc., publication of Notice of Sale ($47.50) and two Orders Nisi @$10.00, use of Leonard R. Snyder		67.50
John R. Drury, Agent, premium on bond, use of Leonard R. Snyder		10.00
J. Gerald Abell, Auctioneer's fee, use of Leonard R. Snyder		15.00
W. M. Loker, Jr., Auditor's fee		18.00
TOTALS	$200.00	$200.00
Amount to Balance		$000.00
	$200.00	$200.00
Balance distribuable as above:	$000.00	

Distribution:

To Lexington Park Company, amoung of deficiency allowable on mortgage filed in this cause.

TO THE HONORABLE, THE MUDGES OF SAID COURT:

YOUR AUDITOR begs leave to report that in the above-entitled cause, after charging the Attorney-Assignee with the proceeds of the sale of the property sold by him in the above-entitled cause, he has allowed costs and expenses as per vouchers filed therein. There being no distributable balance remaining after allowing the said costs and expenses Your Auditor then allowed to the Lexington Park Company, a body corporate, a deficiency in the amount of $1,540.21.

Respectfully submitted:

/S/ W. M. LOKER, JR.
W. M. Loker, Jr., Auditor

ORDER NISI
(Filed Feb. 14, 1956)

ORDERED, by the Circuit Court for St. Mary's County, Maryland, in Equity, this 13th day of February, 1956 that the report of the Auditor, made, stated and filed in the above-entitled cause be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 12th day of Match, 1956, provided, however, that a copy of this Order bepublished in some newspaper printed and published in St. Mary's County, Maryland, once a week in each of three successive weeks on or before the 10th day of March, 1956.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the Circuit Court for St. Mary's County, Maryland

CERTIFICATE
(Filed Mar 23, 1956)

SAINT MARY'S COUNTY) TO WIT:
STATE OF MARYLAND)

IN EQUITY NO. A-737

COMES NOW, Leonard R. Snyder, and being first duly sworn deposes and says that he is the assignee for purpose of foreclosure of the mortgage dated May 22, 1951, in the original amount of $, bearing interest at the rate of five (5%) per centum per annum, payable to the order of The Lexington Park Company, and executed by Robert S. Gelles and Anthony M. Gelles, and secured on Lot 20, Block "R" in the Subdivision known as "Patuxent Park" Section 1, as per Plat recorded in Liner C.B.G. No. 17, folio 409, and rerecorded in Liber C.B.G. No. 18, folio 245, one of the Land Records for Saint Mary's County, Maryland; and tha on account of said obligation there is justly due and owing to the said The Lexington Park Company the sum of $1430.00 plus $86.40 accrued interest from September 1, 1954, to November 18, 1955, the date of the foreclosure sale.

/S/ LEONARD R. SNYDER
Leonard R. Snyder

Subscribed and sworn to before me this 9th day of March, 1956.

/S/ WILLIAM L. GEORGE
NOTARY PUBLIC

My Commission Expires: May 6, 1957

(SEAL)

CERTIFICATE OF PUBLICATION
(Filed Mar 28, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.

This is to certify that the appended ORDER NISI has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for three successive weeks, prior to the 10 day of March, 1956 and that the first publication appeared in the issue of February 16, 1956.

SHERIDAN FAHNESTOCK, Publisher
/S/ BY BETTY CLIFFORD

ORDER
(Filed Mar. 29, 1956)

ORDERED, this 29th day of March, 1956, by the Circuit Court of Saint Mary's County, Maryland in Equity that the report of the Auditor made, stated and filed in the above entitled cause be finally ratified and confirmed, no cause to the contrary having been shown, although the Order Nisi has been duly published heretofore as would appear from the Certificate of Publication herewith filed.

/S/ J. DUDLEY DIGGES
JUDGE

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

IN THE MATTER OF THE SALE OF THE MORTGAGED PREMISES OF JAMES C. RALEY AND ROSE C. RALEY, HIS WIFE by Paul J. Bailey, Attorney-Assignee of Said Mortgage

IN EQUITY NO. A-756

ORDER TO DOCKET SUIT, ETC.
(Filed Dec. 8, 1955)

Mr. Clerk:

Please donket suit in the above entitled cause, file the mortgage, statement of mortgage debt and enter the appearance of Paul J. Bailey, Attorney-Assignee of said mortgage and fix the penalty in the bond to be filed by said Attorney-Assignee.

/S/ PAUL J. BAILEY
Attorney

MORTGAGE
(Filed Dec. 8, 1955)

THIS SECOND PURCHASE MONEY MORTGAGE, made this 23 day of June, in the year nienteen hundred and fifty-three, by and between JAMES C. RALEY AND ROSE C. RALEY, his wife, hereinafter referred to as Mortgagors, and RICHARD C. WYCHE, un married, hereinafter referred to as Mortgagee.

WHEREAS: The aforesaid Mortgagors, are just indebted unto the said Mortgagee in the full sum of Six Thousand Dollars ($6,000.00), current money, said sum representing money this day loaned them and have passed unto the said Mortgagee their joint promissory note for said principal sum of Six Thousand Dollars ($6,000.00), of even date herewith, with interest until paid at the ra e of 5% per annum, said interest payable annually; with the principal sum being payableon, or before, Ten (10) years after date, at which time the full unpaid balance shall become due and payable. The Mortgagors expressly reserve the privilege of paying the whole or any part of said indebtedness at any time. To better secure the punctual payment of said promissory note, together with all interest thereon accruing, this mortgage is executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and the sum of One Dollar ($1.00) the said Mortgagors do hereby grant and convey to said Mortgagee, its successors or assigns, all that piece or parcel of land and premises situate, lying and being in the Fifth Election District of St. Mary's County, Maryland, near the village of Charlotte Hall, and more particularly described as follows:

Eighty-Five and Ninety-Three One Hundredths (85.93) acres of land, more or less, comonly called and known as "Old Homestead", and formerly known as Part of School Spring Plantation, also being known as Part of Hancock Tract, Olak Top, or by whatever name or names same may be call ed and known. Being al l and the same land obrained by the within Mortgagors from Richard C. Wyche, Unmarried, by deed of even date and intended to be recorded among the Land Records of St. Mary s County, Maryland immediatly prior to recording of this mortgage. Reference to which said deed is hereby made for a more full andparticular description and which shall be considered a part hereof as though fully set forth herein.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privile ges, appurtenances and advantages, thereto belonging, or in any wise appertaining.

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the properuse and benefit of ssaid Mortgagee, his heirs and assigns, forever, forever, in fee simple.

PROVIDED, that if the said Mortgagor(s), their heirs, personal representatives or assigns, shall pay or cause to be paid the aforesaid sum of Six Thousand ($6,000.00) Dollars, and all interest thereon accured, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the Mortgagor(s) shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged peoperty, which taxes, assessments, public dues, charges mortgage debt and interest, the said Mortgagor(s) for themselves and for their heirs, personal representa ives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in agreement, covenant, or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee his personal representa ives or assigns, or Edward S. Digges, Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, inter st and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which shall be made in the manner following, viz: upon givent wenty day's notice of the time, place, manner and terms of sale, in some newspaper printed in St. Mary's County, Maryland, and such other notice as by the said Mortgagee, his personal representa ives or assigns, my bedeemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for ,aking sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee(s) personal representatives and assigns under this Mortgage, whether the same shall have be en matured or not, and the suplus, if any, shall be paid to the said Mortgagor(s) their personal representatives or assigns, or to who evermay be entitled to the same.

AND it is further agreed that if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commission above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement, and other legal costs.

WITNESS the hand(s) and seal (s) of the said Mortgagor(s).

Test:

/S/ EVENALIN C. HAYDEN

/S/ JAMES C. RALEY (SEAL)
James C. Raley

/S/ ROSE C. RALEY (SEAL)
Rose C. Raley

STATE OF MARYLAND, CHARLES COUNTY, TO WIT:

IN EQUITY NO. A-756

I HEREBY CERTIFY, that on this 23rd day of June, in the year nineteen hundred and fifty-three before the subscriber, a Notary Public, of said Court in and for the State aforesaid, personally appeared James C. Raley and Rose C. Raley the Mortgagor(s) named in the aforegoing Mortgage, and duly acknowledged the aforegoing Mortgage to be their act. At the same time also appeared C. Maurice Elinn, Attorney and Agent of the Mortgagee, and made oath in due form of law that the consideration set for in the said Mortgage is tfue and bona fide as therein set forth, and at the same time made oath in due form of law that he is duly authorized as Agent to make said oath.

Witness my hand and Notarial Seal the day and year last above wirtten.

/S/ EVANYALINE C. HAYDEN
Notary Public

(SEAL)

/S/ FOR VALUE RECEIVED, I HEREBY ASSIGNS THE WITHIN MORTGAGE TO PAUL J. BAILEY, ATTORNEY ASSIGNEE, FOR FORECLOSURE.

DEC. 7, 1955

/S/ RICHARD C. WYCHE (SEAL)

STATEMENT OF MORTGAGE DEBTS
(Filed Dec. 8, 1955)

Statement of Mortgage Debts of James C. Raley and Rose C. Raley, his wife to Richard C. Wyche.

Amount of principal	$6,000.00
Interest due	450.00
Total Due	$6,450.00

State of Maryland, St. Mary's County, to wit:

I HEREBY CERTIFY, that on this 8th day of December, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for St. Mary's County aforesaid, personally appeared Paul J. Bailey, Attorney-Assignee of said Mortgage and made oath in due form of law that the said James C. Raley and Rose C. Raley, his wife are justly indebted unto Richard C. Wyche in the full and just sum of $6450.00 as above stated.

Witness my hand and notarial seal.

/S/ JUNE M. BUSSLER
Notary Public

REQUEST OF AMOUNT OF BOND TO BE SET
(Filed Dec. 8, 1955)

Whereas, foreclosure proceedings have been instituted under the mortgage filed in the above entitled cause by Paul J. Bailey, Attorney-Assignee, of said mortgage and a request having been made that I do hereby prescribe the penalty in the Bond shall be $12,000.00.

/S/ C. BENEDICT GREENWELL
Clerk of the Circuit Court for
Saint Mary's County, Maryland.

MORTGAGE SALE
(Filed Dec. 8, 1955)

Valuable Real-Estate in the Fifth Election District of St. Mary's County, Maryland.

Under and by virtue of the powers of sale contained in a mortgage from James C. Raley and Rose C. Raley, his wife to Richard C. Wyche dated June 23rd, 1953, and recorded among the mortgage records of St. Mary's County, Maryland in Liber C.B.G. No. 30, Folio 281, default having occured under the terms and conditions of said mortgage, the undersigned Attorney-Assignee of said mortgage will offer for sale at Public Auction at the Court House Door in Leonardtown, Maryland, on

Saturday, January 7, 1956 at 10:00 o'clock A.M.

all the fowwlowing property, that is to say:

All that pience or parcel of land and premises situate, lying and being in the Fifth Election District of St. Mary's County, Msryland, near the village of Charlotte Hall, and more particularly described as follows: Eighty-Five and Ninety-Three One Hundredths (85.93) acres of land, more or less, comonly called and known as "Old Homestead", and formerly known as "Part of School Spring Plantation", also being known as "Part of Hanock Tracts", "Oak Top", or by whatever name or names same may be called and known. Being all and the same land conveyed to the Raleys by Richard D. Wuche by deed dated June 16th, 1953 duly recorded among the land records of St. Mary's County, Maryland, in Liber C.B.G. No. 45, Folio 95.

This is a very desirable property being conveniently located with respect to stores, churches and schools. It is improved by 3 barns and 2 stripping houses. There is some saleable timber, oak, pine and poplar.

TERMS OF SALE: Cash at time of ratification of sale, with a deposit of $500.00 required of the purchaser or purchasers on the day and at the time of sale. Taxes and insurance to be adjusted to date of final ratification of sale. All conveyancing costs incldding recording, State and Federal Stamps on deed to be at cost of purchaser or purchasers.

Paul J. Bailey
Attorney-Assignee of Said Mortgage

THE TRAVELERS INDEMNITY COMPANM
Hartford, Connecticut

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

ARTHUR L. RYSTICKEN AND J. FRANK RALEY, JR., BOTH OF Lexington Park, Maryland, EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertaking, recognizances or other written obligations in the nature thereof, as follows:

And and all bonds, undertakings, recognixances or toehr written obligations in the nature thereof not exceeding in amount of Fifty Thousand Dollars ($50,000.00) in any single instance.

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.
This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

ARTICLEIV, SECTION 10. The President, the Chairman of the Finance Committee the Chariman of the Insurance Executive Committee, any Vice President, any Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for andon behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.
ARTICLE IV, SECTION 12. Any bond, undertaking, recognizance or wirtten obligation in the nature thereof shall be valid and binding upon the Company when signed by the President, the Chairman of the Fiance Committee, the Chairman of the Insurance Executive Committee, or any Vice Presdent and duly attested and sealed, if a seal is required, by any Secretary or any Department Secretary or any Assistant Secretary, or when signed by the President, the Chariman of the Finance Committee, the Chairman of the Insurance Executive Committee, or any Vice President and countersigned and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent; and any such bond, undertaking, recognizance or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority granted by his or their power or powers of attorney.
This power of attorney revokes that issued December 27, 1954 on behalf of Arthur L. Rysticken.

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 19th day of September, 1955.

THE TRAVELERS INDEMNITY COMPANY

By J. C. Smith
Secretary

STATE OF CONNECTICUT, COUNTY OF HARTFORD-ss:

On this 19th day of September in the year 1955 before me personally came J. C. Smith to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of his office under the by-laws of said corporation, and that he signed his name thereto by like authority.

Grace G. Holland
Notary Public

My Commission expires April 1, 1959.

STATE OF CONNECTICUT, COUNTY OF HARTFORD-ss:
I R. W. Kammann, Assistant Secretary of The Travelers Indemnity Company, a corporation of the State of Connecticut, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the City of Hartford, this day of 19 .

/S/ R. W. KAMMANN
Assistant Secretary

BOND
(Filed Dec. 30, 1955)

THE TRAVELERS INDEMNITY COMPANY
Hartford, Connecticut
(A stock Company)

Bond No. 540508

KNOW ALL MEN BY THESE PRESENTS, That we, Paul J. Bailey of St. Mary's County, Maryland, and The Travelers Indemnity Company, a body corporate, duly authorized by its charter to become sele surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve thousand and 00/100 Dollars, lawful money of the United States, tobe paid to the State of Maryland, or itscertain attorney or assigns, to the pay,ent whereof we bond ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these prestns, sealed with our seals and dated this 7th day of January, in the year of our Lord one thousand nine hundred and fifty-six.

WHEREAS, BY Mortgage, dated the 23rd day of June, nineteen hundred and fifty-three, and left to be recorded among the land Records of St. Mary's County in liber CBG No. 30, Folio 281 James C. Raley and Rose C. Raley did grant, bargain and sell, assign and transfer unto Paul J. Bailey attorney-assignee, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Paul J. Bailey shall faithfully perform the trust reposed in him by said Mortgage, or to be reposed in him by anydecree of the Circuit Court for St. Mary's County, Maryland inrelation tothe sale of such mortgaged property or the proceed thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

IN EQUITY NO. A-756

WITNESS, the hand and seal of the said Paul J. Bailey and the signature of the said The Travelers Indemnity Company by its Attorney-in-fact, and its corporate seal hereunto affixed.

Signed, sealed and delivered
in the presence of

/S/ ARTHUR L. RYSTICKEN

/S/ PAUL J. BAILEY

THE TRAVELERS INDEMNITY COMPANY

BY /S/ J. FRANK RALEY, JR.
J. Frank Raley, Jr., Attorney-in-fact

AUCTIONEER'S CERTIFICATE
(Filed Jan 7, 1956)

I hereby certify that I acted as Auctioneer for the sale of certain real-estate situate, lying and being in the Fifth Election District of St. Mary's County, Maryland owned by James C. Raley and Rose C. Raley, his wife, and being the same mentioned and described in the mortgage filed for foreclosure in No. A- Equity in the Circuit Court for St. Mary's County, Maryland.

And sold said property at Public Auction on Saturday, January 7, 1956, at the Court House door in Leonardtown, Maryland at the hour of 10 o'clock A.M. to /S/ RICHARD C. WYCHE AND MIRIAM C. WYCHE, JOINT TENENTS at and for the sum of $5,000.00 they being then and there and for that sum the highest bidders therefore.

I do further certify that said sale was fairly made to the best of my knowledge and belief. Said property was sold subject to a mortgage of the Waldorf Bank in the amount of $2005.00.

/S/ J. GERALD ABELL
Auctioneer

Received of Paul J. Bailey $15.00 auctioneer's fee.

/S/ J. GERALD ABELL
Auctioneer

REPORT OF SALE
(Filed Jan. 7, 1956)

TO THE HONORABLE, JUDGE OF SAID COURT:

The report of Paul J. Baley, Attorney-Assignee named in mortgage, in the above entitled case and empowered by the terms of said mortgage to make sale of the real-esta e mentioned and described, respectfully shows:

That after giving an approved bond and complying with all of the pre-requisites as required by law and the said mortgage and after adver isement of the time, place and manner of sale by advertisement in the St. Mary's Beacon, he did, pursuant to said notice attend a the Court House door in Leonardtown, St. Mary s County, Maryland at the hour of 10 o'clock on Saturday, January 7th, 1 56, and did then and there proceed to s ell said real-estate described in said mortgage in the following manner, that is to s ay:

Said Attorney-Assignee named in mortgage offered the said property at Public Sale to the highest bidder and sold the s ame to /S/ RICHARD C. WYCHE AND MIRIUM C. WYCHE, JOINT TENANTS for the sum of $5000.00. Said property was sold subject to a morthage of the Waldorf Bank in the amount of $2006.00.

And further that the purchaser has fully compled with the terms of sale.

Respectfully submitted.

/S/ PAUL J. BAILEY
Attorney-Assignee named in Mortgage

State of Maryland, St. Mary's County, To Wit:

I hereby certify that on this 7th day of January, 1956, before me, the subscribeR, a Notary Public of the State of Maryland in and for St. Mary s County aforesaid personally appeared Paul J. Bailey, Attorney-Assignee named in Mortgage and made oath in due form of law that the matters and facts s tated in the above report are true to thebest of his knowledge and b elief.

(SEAL)

/S/ JUNE M. BUSSLER
Notary Public

CERTIFICATE OF PUBLICATION
(Filed Jan 6, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.

This is to certify that the appended Mortgage Sale has been published in teh SAINT MARY'S BEACON, a newspaper published in St. Mary's County Maryland, once a week for 4 successive weeks prior to the 7th of January, 1956 and that the first publication appeared in the issue of 12-15, 1955.

/S/SARA BRUBACHER

DEPOSIT SLIP
(Filed Jan 9, 1956)

THE FIRST NATIONAL BANK OF ST. MARY'S
at Leonardtown, Md.
to the credit of

RICHARD C. WYCHE MORTGAGE
PAUL J. BAILEY ATTORNEY

Jan. 9, 1956

Crdit given for deman items payable by, at or through this bank is subject to revocation, and such items may be dishonored or refused payment, at any time prior to midnight of this bank's next business day after day of receipt in accordance with the provisions of Section 110A, of Article 11 of the Maryland Code. All otheritems deposited are credited subject to final payment in cash or solvent credits, this bank acting only as collecting agent.

IN EQUITY NO. A-756

CURRENCY	DOLLARS	CENTS
SILVER		
Checks as follows 65-314	500.	00
/S/ NEW ATC		
#A756 Equity		
totals	500.	00

Not negotiable

Duplicate Deposit Ticket

Rec'd By /S/ KML THANKS

ORDER NISI
(Filed Jan 9, 1956)

Orderd by the Circuit Court for St. Mary's County, Maryland in Equity, this 9th day of January, 1956 that the report of the sale of the mortgaged premises of James C. Raley and Rose C. Raey, his wfe, described in these proceedings by Paul J. Bailey, Attorney-Assignee of said mortgage, be ratified and confirmed unless cause to the contrary be shown on or before the 4th day of February, 1956, provided a dopy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland once a week for three successive weeks prior to the said 4th day of February, 1956.

The said report states the said real estate was sold to Richard C. Wyche and Miriam C. Wyche, his wife, for the sum of $5000.00.

/C/ C. BENEDICT GREENWELL
Clerk of the Circuit Court for St.
Mary's County, Maryland

CERTIFICATE OF PUBLICATION
(Filed

This is to certify that the appended Order of Nisi has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary's County, Maryland, once a week for 3 successive weeks prior to the 4th day of February, 1956.
and that the first publication appeared in the issue of Jan. 12, 1956.

/S/ SARA BRUBACHER

No. 387 5 District

Mr. J. C. Raley and wife

To FRANCIS G. CECIL, County Treasurer, Dr.
Taxes for year 1955

To County Tax on $2642 rate $1.50	on $100.00	$3963
To State Tax on rate .11 ¢	on $100.00	292
		4255
To interest on County Tax from July, 1, 1955		170
To interest on State Tax from July 1, 1955		13
		50
Paid 195		$4488

Received Payment,

County Treasurer, St. Mary's County
PER

LEXINGTON PARK REALTY & INSURANCE COMPANY
LEXINGTON PARK, MARYLAND
Great Mills 4621

Date 12/29/55

Mr. Paul J. Bailey
Leonardtown, Maryland

Property Insured

Policy No.	Company	Term	Coverage	Amount of Limits	Premium
540508	Travelers Indemnity Co.		Bond	$12,000.00	48.00

IN EQUITY NO. A-756

LEXINGTON PARK REALTY & INSURANCE COMPANY
Lexington Park, Maryland
Great Mills 4621

Date 26 Jan 1956

Mr. Paul J. Bailey
Leonardtwn, Maryland

Property Insured

Policy No.	Company	Term	Coverage	Amount or limits	Premium
540508	Travelrs Indemnity Co.		Bond	$12,000.00	48.00

ST. MARY'S BEACON
Weekly since 1839
Leonardtown, Maryland
Greenwood 5-7061

1-6-56

Paul Bailey

Date	Description	Credits	Charges	BALANCE
	Mortgage Sale			
	James C. Raley			
	10½" @ 1.75		18.38	
	31½" @ 1.00		31.50	
			49.88	

RATIFICATION OF SALE & REFERRED TO AUDITOR
(Filed Feb. 8, 1956)

Ordered this 8th day of February, 1956, by the Circuit Court for St. Mary's County, Maryland in Equity, that the sale made and reported by Paul J. Bailey, Attorney-Assignee named in the mortgage, in the above entitled case, be and the same is hereby finally ratified and donfirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi passed in said cause and that the papers in said cause be and they are hereby referred to the Auditor of this Court to state an account between the aforesaid Mortgagee and the parties interested and entitled in said cause.

/S/ J. DUDLEY DIGGES
JUDGE

AUDITOR'S REPORT
(Filed Feb 8, 1956)

Paul J. Bailey, Attorney-Assignee

In account with the proceeds from the sale of the porperty sold by him under the terms of the Mortgage filed herein.

1956
January 7, to proceeds of sale as per report $5,000.00

BY COSTS, EXPENSES AND TAXES AS FOLLOWS:

C. Benedict Greenwell, Clerk, his fees	$ 27.50
Paul J. Bailey, Attorney-Assignee, commission on sale (6% of $5,000.00)	50.00
Lexington Park Realty & Insurance Company, premium on bond	300.00
St. Mary's Beacon, publication of Notice of Sale, $49.88 and two (2) Orders Nisi @ $10.00 - $20.00	48.00
Francis G. Ceil, County Treasurer, State and County real property taxes for 1955	69.00
J. Gerald Abell, Auctioneer's fee, use of Paul J. Bailey	44.88
W. M. Loker, Jr., Auditor's fee	

AUDITOR'S REPORT
(Filed Feb. 8, 1956)

Paul J. Bailey, Attorney-Assignee

In Account with the proceeds from the sale of the property sold by him under the terms of the Mortgage filed herein.

1956
Jan 7, To proceeds of sale as per report $5,000.00

BY COSTS, EXPENSES AND TAXES AS FOLLOWS:

C. Benedict Greenwell, Clerk, his fees	$ 27.50
Paul J. Bailey, Attonry- Assignee, fee named in mortgage	50.00
Paul J. Bailey, Attorney-Assignee, commission on sale (6% of $5,000.00)	300.00
Lexington Park Realty & Insurance Company, premium on bond	48.00
St. Mary s Beacon, publication of Notice of Sale, $49.88 and two (2) Orders Nisi @ $10.00 - $20.00	69.88

IN EQUITY NO. A-756

Francis G. Cecil, County Treasurer, State and County real property taxes for 1955		$ 44.88
J. Gerald Abell, Auctioneer's fee, use of Paul J. Bailey		15.00
W. M. Loker, Jr., Auditor's fee		18.00
TOTALS	$5,000.00	$ 573.26
Amount to Balance		$4,426.74
TOTALS	$5,000.00	$5,000.008
Balance distributable as avove	$4,426.74	
Distribution:		
To Richard C. Wyche, mortgagee to partially satisfy the mortgage filed in this cause		$4,426.74
TOTALS	$4,426.74	$4,426.74
Amount of dericiency due Richard C. Wyche, Morrgagee, as aforesaid		$2,073.26

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR AUDITOR, begs leave to report that in the above-entitled cause, after charging the Attorney-Assignee with the proceeds of the sale of the property sold by him in the above-entitled cause, he has allowed costs and expenses as per vounchers filed therein. He then distributed the balance to Richard D. Wyches to partially satisfy his mortgage as per statement filed in the said cause. He then allowed as a deficiency to the said Richard C. Wyche the blance of said debt remaining after partially satisfying the same.

Respectfully submitted,

/S/ W. M. LOKER, JR.
W. M. Loker, Jr., Auditor

ORDER NISI
(Filed Feb. 14, 1956)

c Ordered this 14th day of February, 1956, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the statement and account of the Auditor made, reported and filed in the above entitled case be ratified and confirmed unless cause to the contrary be shown on or before the 12th day of March, 1956 provided a copy of this Order be inserted and published in some newspaperin St. Mary's County, Maryland once in each of the three successive weeks before the said 12th day of March, 1956.

/S/ C. BENEDICT GREENWELL
Clerk of the Circuit Court for
St. Mary s County, Maryland

CERTIFICATE OF PUBLICATION
(Filed Feb. 14, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended Order of Nisi has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary8s County, maryland, once a week for 3 successive weeks prior to the 12 day of March ant that the first publicaion appeared in the issue of 2-16, 1956.
/S/ SARA BRUCHACHER

FINAL RATIFICATION OF AUDITOR'S REPORT
(Filed Mar. 14, 1956)

Ordered this 14th day of March, 1956, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the aforegoing report and account of the Auditor be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice as required was duly published in a newspaper printed and published in St. Mary's County, Maryland.

/S/ J. DUDLEY DIGGES
JUDGE

MOTION FOR DECREE IN PERSONAM AGAINST MORTGAGORS
(Filed Mar. 14, 1956)

To the Honorable, Judge of said Court:

The motion of Richard C. Wyche, mortgagee in the above cause respectfully shows:

That there still remains due and unsatisfied to your petitioner upon his mortgage claim in the above entitled cause the sum of $2073.26, as found and determined by the auditor's account herein, which said account has been by this court finally ratified on the 14th day of March, 1956, as will appear by reference had to the said account, which is hereby prayed to be taken as part hereof.

That under the provision of Chapter 507 of the Acts of Assembly of 1939, Act 66, S 25, your petitioner is entitled to a decfee in personam for the said sum of $2073.26 against the said JamesC. Raley and Rose C. Raley, his wife, being entitled to maintain an action at law against said mortgagor upon the covenants contained in the mortgage filed in this case for the residue of the mortgage debt remaining unpaid and unsatisfied as aforesaid.

Wherefore your petitioner prays and moves for a decree in personam for the said sum of $2073.26 against the said James C. Raley and Rose C. Raley, his wife, upon due notice being given by summons or otherwise as the court may direct to the said Richard C. Wyche.

And as in duly, etc.

/S/ PAUL J. BALIIEY
Attorney-Assignee for Mortgagee.

ORDER OF COURT

The foregoing petition having been read and cosidered, it is thereupon Orderd by the Circuit Court for

IN EQUITY NO. A-756

St. Mary's County, Maryland this 14th day of March, 1956, that the clerk of this court be and he is hereby directed to issue the writ of subpoena directed to the said James C. Raley and Roe C. Raley, his wife, commanding them to be and appear in this Court on the first Monday of April, 1956, to answer the foregoing motion and show cause, if any there be, within fifteen days from the return of said writ, why a decree not be enetered as prayed.

/S/ J. DUDLEY DIGGES
JUDGE

SUBPOENA
(Filed Apr 3, 1956)

Case No. A-756

THE STATE OF MARYLAND
Saint Mary's County, To Wit:

TO James C. Raley and Rose C. Raley

Greetings:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of April next and ending fifteen days thereafter cause your answer or other defense to be filed to the

In the matter of the Sale of James C. Raley and Rose C. Raley, his wife, by Paul J. Bailey, Attorney-Assignee of said Mortgage

against you exhibited in the Circuit Court for St. Mary'sCounty. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable John B. Gray, Jr., Chief Judge of the Seventh Judicial Circuit of Maryland, the 14th day of March, 1956.

ISSUED the 14th day of March, 1956.

TO THE DEFENDANTS:

You are required to fil your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day namedis not necessary, but unless you answer to make other defense within the time named, Complainant (s) may obtain a decree PRO CONFESSO against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant (s)

Paul J. Bailey
Attorney-Assignee
Leonardtown, Maryland

/S/ C. BENEDICT GREENWELL CLERK
(SEAL)

C. Benedict Greenwell

SHERIFF'S RETURN

Served the within Summons on the named Defendant by reading same to him and leaving copy of same and Declaration with him this 31 day of March, 1956.

/S/ ROBERT MEIDZINSKI
Sheriff
/S/ PER BEN BURROUGHS, JR., DEP. SHERIFF

ENTRY OF JUDGMENT
(Filed Apr. 18, 1956)

James C. Raley and Rose C. Raley, his wife, mortgagors in the above entitled cause having been duly summoned to appear in accordance with the order of this Court passed on the 14th day of March, 1956, as appears from the return of the sheriff to the writ of subpoena, and no sufficient cause having been shown, under the terms of the said order, it is this 18th day of April, 1956, by the Circuit Court for St. Mary's County, Maryland, adjudged and ordered, that the decree of this court be and it is hereby entered infavor of Richard C. Wyche, the Plaintiff herein, for the sum of $2073.26 against the said James C. Raley and Rose C. Raley, his wife, within interest until paid from the date of the final ratification of the Auditor's account herein, and all costs of suit accruing since the ratification of said account.

/S/ J. DUDLEY DIGGES
Judge

ORDER FOR FI FA
(Filed July 18, 1958)

Mr. Clerk:

Please issue Fi Fa on the Judgment in the above entitled case.

/S/ PAUL J. BAILEY
ATTY FOR PLAINTIFF

AGREEMENT
(Filed April 11, 1958)

I hereby agree to release the judgment against James C. Raley and Rose C. Raley, his wife upon the delivery of the tractor to me.

Witness our hands and seals this 10 day of April, 1958.

Witness

/S/ BEN BURROUGHS, JR.
Dep. Sheriff St. Mary's County

/S/ RICHARD C. WYCHE (SEAL)
Richard C. Wyche

/S/ MIRIAM C. WYCHE (SEAL)
Miriam C. Wyche

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

IN THE MATTER OF THE MORTGAGED PREMISES OF JAMES GWYN WATHEN ANDMARIE F. WATHER, HIS WIFE BY HOSEPH D. WEINER, ATTORNEY* ASSIGNEE OF SAID MORTGAGE	:	IN EQUITY NO. A-779

ORDER TO DOCKET SUIT, ETC.
(Feb. 11, 1956)

Mr. Clerk:

Please docket suit in the above entitled cause, file the mortgage, statement, of mortgage debt and enter the appearance of Joseph D. Weiner, Attorney-Assignee of said mortgage and fix the penalty in the bond to be filed by said Attorney-Assignee.

/S/ JOSEPH D. WIENER
Attorney

MORTGAGE
(Filed Feb. 11, 1956)

THIS FIRST PURCHASE-MONEY MORTGAGE, Made this 23rd day of July in the year nienteen hundred and Fifty-one by James Gwyn Wather, and Marie F. Wathen, his wife, hereinafter referred to as Mortgagors and Noema W. Abell, hereinafter referred to as Mortgagee.

WHEREAS the said Mortgagors are justly indebted to the said Mortgagee in the full sum of Five Thouand ($5,000.00) Dollars, which is to be re-paid, with interest at the rate of Six Percent (6%) per annum, at the expiration of Five (5) years from the date hereof, in annual installments of One Thousand ($1,000.00) per year, plus interest, as aforeaid, said payments to began one (1) year from the date hereof and continuing in like manner until all the principal sum and in erest hereon is fully paid, with the privilege to the Mortgagors of paying all or any part of said principal sum at any time, providing the same be in mutiples of One Hundred ($100.00).

AND WHEREAS, thesaid Mortgagors have given unto the mortgagee their promissory note of even date hereiwht, drawn to her order, representing the said principal sum and payable, with interest, as aforesaid, in the manner hereinabove set forth, tobetter secure the payment of said principal and interest as the same becomes due, these presents are executed.

NOW THEREFORE, this Mortgage witnesseth, that in consideration of the premises and of the sum of Ten ($10.00) Dollars, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said James Gwyn Wathen and Marie F. Wathen, his wife, Mortgagors, do hereby grant and convey unto the said Noema W. Abell, Mortgagee, her heirs and assigns, in fee-simple, all those lots, tracts, pieces or parcels of land situtate lying and being in the Third Election District of St. Mary's County, Maryland, called and known as "Part Green Hills" and located about two (2) miles from Leonardtown, Maryland and containing Eighty-seven (87) acres of land, more ore less, And being all and the same peice or parcel of land described in a Deed of even date herewith from Noema W. Abell, Mortgagee, herein to James Gwyn Wathen and Marie F. Wathen, his wife, Mortgagors herein.

(Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in any wise appertaining).

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and the the proper use, and benefit of Noema W. Abell, for herself, her heirs, and assigns forever.

PROVIDED that if the said James Gwyn Wathen and Maire F. Wathen, his wife, for themselves, thier hiers, personal representatives or assigns, shall well and truly pay or cause tobe apid the aforesaid sum of Five Thousand ($5,000.00) dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the convenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, unti default be made in the premises, the said James Gwyn Wathen and Marie F. Wathen, his wife, shall possess the aforesid property upon paying in the meantime, all tazwa and essessments public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges mortgage debt and interest, the said James Gwyn Wathen and Marie F. Wathen, his wife for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, couenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Noema W. Abell, her personal representatives or assigns, or Joseph A. Mattingly, their Attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof; his her or thier heirs ro assigns, and which sale shall be made in the manner forllowsing; viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newsaper printed in St. Mary's County, and such other notice as by the aid Mortgagee, her personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of Fifty Fifty ($50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, her personal representatives and assigns under this mortgage, whether the same shall have matures or not; and the suplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement of notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expeses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indibetedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for St. Mary's County County, in Equity, which said expenses, costs and commission of the Said Mortgagors for themselves, their hiers, personal representatives and assigns hereby covenant to pay; and the aid Mortgagee, her personal representatives or assigns or Joseph A. Mattingly their said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs, and commission, but said sale may be proceeded with unless, piror to the day appointed therefor, legal tender be made of said principa. interest, costs, expenses and commission.

And the aid James Gwyn Wathen and Marie F. Wathen, his wife, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this mortgage, to keep insured in some good company satisfactory to the said Mortgage e, her personal representatives and assigns, the improve-

IN EQUITY NO. A-779

on hereby the mortgaged property and to the amount of at least Five Thousand ($5,000.00) dollars, and to cause the policy to be affected hereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the aid Mortgagee, her personal representatives and assigns, to the extent of thier lien or claim hereinder, and to deliver said policy or plicies to the aid Mortgagee, her personal representative and assigns.

WITNESS the hands and seals of the said Mortgagors:

TEST:

/S/ FRANK A. COMBS
Frank A. Combs

/S/ JAMES GWYN WATHEN (SEAL)
James Gwyn Wathen

/S/ MARIE F. WATHEN (SEAL)
Marie F. Wathen

STATE OF MARYLAND, St. Mary's County, to wit:

I HEREBY CERTIFY that on this 23rd day of July, in the year nineteen hundred and Fifty-one before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared James Gwyn Wathen and Maie F. Wathen, his wife, the Mortgagors namedin the foregoing mortgage and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Noema W. Abell, and made oath in due form of law that the considerationset forth in said Moartgage, is true and bona fide as therein set forth.

WITNESS my hand and notarial seal the day and year last above written.

(SEAL)

/S/ FRANK A. COMBS
Frank A. Combs, Notary Public

My Commission expires May 7, 1953

ASSIGNMENT

We hereby assign the within mortgage to Joseph D. Weiner for the purpose of foreclosure. Witness our hands and seals this 19th day of February, 1956.

WITNESS

/S/ JAMES A. BROWN (SEAL)

/S/ JUNE M. BUSSLER

/S/ JOSEPH D. WEINER (SEAL)

ASSIGNMENT

For value received, I,,Noema W. Abell, do hereby assign and transfer the within and aforegoing Mortgage to James H. Brown and Joseph D. Weiner without recourses.

Witness my hand and seal this 6th day of January, 1956.

WITNESS

/S/ WILLIAM O. E. STERLING

/S/ NOEMA W. ABELL (SEAL

ASSIGNMENT

Received this 9th day of Jan., 1956 at 11 o'clock A.M., Same day docketed according to law in Liber C.B.G. No. 23, folio 106, one of the Mortgage Records of St. Mary's County, Md.

/S/ C. BENEDICT GREENWELL
CLKER

Recording $1.00 Paid

STATEMENT OF MORTGAGE DEBTS
(Filed Feb 11, 1956)

Statement of Mortgage Debts of James Gwyn Wathen and Marie F. Wathen, his wife to Joseph D. Weiner and James H. Brown.

Amount of Mortgage	$3,000.00
Interest Due to February 7, 1956	517.50
Taxes (County) paid 1954	70.25
Total	$3,587.75

State of Maryland, St. Mary's County, To Wit:

I HEREBY CERTIFY, that on this 11th day of February, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for St. Mary's County aforesaid, personally appeared Joseph D. Weiner, Attorney-Assignee of said Mortgage and made oath in due form of law that the said James Gwyn Wathen and Marie F. Wathen, his wife are justly indebted unto Joseph D. Weiner and James H. Brown in the full and just sum of $3,587.75 as above stated.

Witness my hand and notarial seal.

(S E A L)

/S/ JUNE M. BUSSLER
NOTARY PUBLIC

REQUEST OF AMOUNT OF BOND TO BE SET
(Filed Feb. 11, 1956)

Whereas, foreclosure proceedings have been instituted under the mortgage filed in the above entitled cause by Joseph D. Weiner, Attorney-Assignee of said Mortgage and a request having been made that I do hereby prescribe the penalty in the Bond shall be $12,000.00.

/S/ C. BENEDICT GREENWELL
Clerk of the Circuit Court For
Saint Mary's County, Maryland

IN EQUITY NO. A-779

MORTGAGEES SALE
(Filed Feb 11, 1956)

of
Valuable Real-Estate in the Third Election District of St. Mary's County, Maryland.

Under and by virtue of the powers of sale containd in a mortgage from James Gwyn Wathen and Marie F. Wathen, his wife to Noema W. Abell dated July 23rd, 1951, and recorded among the mortgage records of St. Mary's County, Mar land in Liber C.B.G. No. 23, folio 104, said mortgage having been as signed to Joeph D. Weiner and James H. Brown and then having been reassigned to Joseph D. Weiner for the purpose of foreclosure and default having occured under the terms and conditions of said mortgage, the undersigned Attorney-Assignee of said mortgage will offer for sale at Public Auction at the Court House door in Leonardtown, Maryland on

Monday, March 12, 1956 at 10 o'clock A.M.

as the following property, that is to say:

All those lots, tracts, pieces or parcels of land situate, lying and being in the Third Election District of St. Mary's County, Maryland, called and known as "Part Green Hills" and located about two (2) miles from Leonardtown, Maryland and containing Eighty-seven (87) acresof land, more or less. And Being all XX and the same piece or parcel of land described in a deed from Noema W. Abell to James Gwyn Wathen and Marie F. Wathen, his wife, on July 23rd, 1951, and recorded in Liber C.B.G. No. 31, f olio 459, one of the Land records of St. Mary's County, Maryland.

This is a very desirable property being conveniently located with respect to stores, churches and schools. It is improved by 2 dwellings andseveral outbuildings. There is some saleable timber.

TERMS OF SALE: Cash at time of rathfication of sale, with a deposit of $1,000.00 required of the purchaser or purchasers on the day and at the time of sale. Taxes and insurance to be adjusted to date of final ratification of sale. All conveyancing costs indluding recording, State and Federal Stamps on deed to be at cost of purchaser or purchasers.

Joseph D. Weiner
Attorney-Assignee of Said Mortgage

BILL
(Filed Mar 7, 1956)

ST. MARY'S BEACON
Weekly since 1839
Leonardtown, Maryland
Greenwood 5-7061

3-8-56

Mr. Joe Weiner

Date	Description	Credits	Charges	Balance
	Mortgage Sale James Gwyn Wathen Marie F. Wathen			
2-16	10" @ 1.75		17.50	
2-23	10" @ 1.00		10.00	
3-1	10" @ 1.00		10.00	
3-8	10" @ 1.00		10.00	
			$47.50	
	2 Orders Nisis		20.00	67.50

CERTIFICATE OF PUBLICATION
(Filed Mar 7, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended Mortgagees Sale has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary's County, Maryland, once a week XX for 4 successive weeks prior to the 12th of March and that the first publication appeared in the issue of 2-16, 1956.

/S/ SARA BRUBACHER

BOND
(Filed Mar 12, 1956)

KNOW ALL MEN BY THESE PRESENTS, That we Joseph D. Weiner, Attorney assignee of St. Mary's County, Maryland, and The Travelers Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve thousand and 00/100 dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assignee, to the payment whereof we bond ourselves and each of us, our andeach of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our XXXXX seals and dated this 12th day of March in the year of our Lord one thousand nine hundred and fifty-six.

WHEREAS, by Mortgage, dated the 23rd day of July nineteen hundred and 1951, and left to be recorded among the land records of St. Mary's County in liber CBG No. 23, folio 104 James Gwyn Wathen and Marie F. Wathen, his wife did grant, bargin and sell, assign and transfer unto Joseph D. Weiner, attorney assignee, all the property therein described and referred to in Trust, forthe uses and purposes therein named, mentioned addeclared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bound Joseph D. Weiner, attorney assignee shall faithfully perform the trust reposed in him by said Mortgage, or to be reposed in him by any decree of the Circuirt Court for St. Mary's County, Maryland in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void; othrwise to be and remain in full force and virtue in law.

WITNESS, the hand and seal of the said Joseph D. Weiner and the signature of the said The Travelers Indemnity Company by its Attorney-infact, and its corporate seal hereunto affixed.

Signed, sealed and delivered
in the presence of

/S/ ARTHUR L. RYSTICKEN

/S/ JOSEPH D. WEINER

THE TRAVELERS INDEMNITY COMPANY (SEAL)

BY: /S/ J. FRANK RALEY, JR.
J. Frank Raley, Jr., Attorney-in-Fact

IN EQUITY NO. A-779

BILL
(Filed Mar 12, 1956)

Date 9 March 1956

To Joseph D. Weiner, Attorney-Assignee
Lexington Park, Maryland

LEXINGTON PARK
REALTY & INSURANCE COMPANY
Lexington Park, Maryland
Great Mills 4621

Renewal Date	Policy No.	Company	Property and coverage	Amount	Prem.
Indef.	Bond No. 549810	Travelers	Bond	12,000	48.00

Report of sale
(Filed Mar 12, 1956)

To The Honorable, Judge of Said Court:

The report of Josph D. Weiner, Attorney-Assignee named in mortgage, in the above entitled case and empowered by the terms of said mortgage to make sale of the real-estate mentioned and described, respectfully shows:

That after giving an approved bond and complying with all of the pre-requisites as requried by law and the said mortgage and after advertisement of the time, place and manner of sale by advertisement in the St. Mary's Beacon, he did, pursuant to said notice attand at the Court House door in Leonardtown, St. Mary's County, Maryland at the hour of 10 o'clock on Monday, March 12, 1956, and did then and there proceed to sell said real-estate described in said mortgage in the following manner, that is to say:

Said Attorney-Assignee named in said mortgageoffered the said property at Public Sale to the ghighest bidder and sold the same to John S. Mattingly for the sum of $7,000.00.

And further that the puchaser has fully complied with the terms of sale.

Respectfully submitted.

/S/ JOSEPH D. WEINER
Attorney-Assignee of Said Mortgage

State of Maryland, St. Mary's County, to wit:

I hereby certify that on this 12th day of March, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for St. Mary's County aforesaid, personally appeared Joseph D. Weiner, Attorney-Assignee named in said mortgage and made oath in due form of law that the matters and facts stated in the above report are true, to the best of his knowledge and belief.

/S/ JUNE M. BUSSLER
(SEAL) Notary Public

AUCTIONEER'S CERTIFICATE
(Filed Mar 12, 1956)

I hereby certify that I acted as Auctioneer, for the sale of certain real-estate situate, lying and being in the Third Election District of St. Mary's County, Maryland owned by James Gwyn Wathen and Marie F. Wathen, his wife, and being the same mentioned and described in the mortgages filed for foreclosure in No. A-779 Equity in the Circuit Court for St. Mary's County, Maryland.

And sold said property at Public Auction on Monday, March 12, 1956, at the Court House door in Leonardtown, Maryland at the hour of 10 o'clock A.M. to John S. Mattingly at and for the sum of $7,000.00 they being then and there and for that sum the highest bidders therefore.

I do further certify that said ale was fairly made to the best of my knowledge and belief.

/S/ J. GERALD ABELL
Auctioneer

Received of Joseph D. Weiner $15.00 auctioneer's fee.

/S/ J. GERALD ABELL
Auctioneer

ORDER NISI
(Filed Mar 12, 1956)

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 12th day of March, 1956, that the report of the Sale of the mortgaged premises of James Gwyn Wathen and Marie F. Wathen, his wife, described in these proceedings by Joseph D. Weiner, Attorney-Assignee of said mortgage, be ratified and confirmed unless cause to the contrary be shown on or before the 7th day of April, 1956, provided a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland once a week for three successive weeks prior to the said 7th day of April 1956.

The said report states the said real-estate was sold to John S. Mattingly forthe sum of $7,000.00.

/S/ C. BENEDICT GREENWELL
Clerk of the Circuit Court
for St. Mary's County, Md.

STATEMENT OF MORTGAGE DEBTS
(Filed Apr 3, 1956)

Statement of Mortgage debts of James Gwyn Wathen and Marie F. Wathen, his wife, to John S. Mattingly.

Amount of Mortgage	$2,250.00
Interest	530.28
TOTAL	$2,780.28

State of Maryland, St. Mary's County, To Wit: John S. Mattingly

I hereby certify that on this 28th day of March, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the St. Mary's County, personally appeared John S. Mattingly, Mortgagee, and made oath in due form of law thatthe said James Gwyn Wathen and Marie F. Wathen, his wife, justly indebted unto John S. Mattingly the full and just sum of $2,780.28 as stated above.

/S/ JOHN R. DRURY
Notary Public (SEAL)

IN EQUITY NO. A-779

MORTGAGE
(Filed Apr 3, 1956)

THIS SECOND PURCHASE MONEY MORTGAGE, Made this 23rd day of July in the year nienteen hundred and Fifty-one, by James Gwyn Wathen and Marie F. Wathen, his wife, hereinafter referred to as Mortgagors and John S. Matthingly, hereinafter referred as Mortgagee.

WHEREAS, the said Mortgagors are justly indehted to the said Mortgagee in the full sum ofTwnety-two fifty ($2250.00) dollars, which is to be repaid, with interest at the rate of Six per cent (6%) per annum at the expiration of Seven (7) years from the date hereof, the first payment being the sum of One thousand ($1,000.00) dollars, plus interest as aforesaid and the second payment being Twelve hundred fifty ($1,250.00) dollars plus interest, said payments to begin six (6) years from the date hereof, with interest payable annually from the date hereof on the unpaid balance, with the privilege to the Mortgagors of paying all or any part of said principal sum at any time, providing same be in multiples of One hundred ($100.00) dollars.

AND WHEREAS, the said Mortgagors have given unto the Mortgagee their promissory note of even date herewith, drawn to his order, representing the said principal sum and payable with interest, as aforesaid, in the manner hereinabove set forth, to better secure the payment of said principal sum and interest as same become due, these presents are executed.

NOW THEREFORE, This Mortgage Witnesseth, that in consideration f the premises and of the sum of Ten ($10.00) dollars and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said James Gwyn Wathen and Marie F. Wathen, his wife, Mortgagors, do grant and convey unto the said John S. Mattingly, Mortgagee, his heirs and assigns in fee-simple, subject, however, to a first Mortgage to Noema W. Abell, of even date herewith, all those lots, tracts, peices or parcels of land situate, lying and being the Third Election District of St. Mary's County, Maryland, called and known as "Pant Green Hills" and located about Two miles from Leonardtown, Maryland, and containing Eighty-eeven (87) acres of land, more or less, And being all and the same piece or parcel of landdescribed in a deed of even date herewith from Noema W. Abell to James Gwyn Wathen and Marie F. Wathen, his wife, Mortgagors herein.

(TOGETHER with the buildings and improvements thereon and the rights, roads, way,s waters, privi leges, appurtenances and advantages, thereto belonging, or in any wise appertaining.)

TO HAVE AND TO HOLD the aforesaid parcels of graound and premises unto and to the proper use, and benefit of the said John S. Mattingly, his heirs and assigns forever.

PROVIDED that if the said Mortgagors, their heirs, personal representatives or assigns, shall ell and truly pay or cause to be paid the aforesaid sum of Twelve hundred fifty and No/100 ($1200.00) dollars, and all interest thereon accrued, when andas the same may be due and payable, and shall perform all the covnenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors for themselves heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandsble; and it shall be lawful for the said John S. Mattingly, his personal prepresentatives or assigns, or Joseph A. Mattingly, their attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof any may be necessary, to satisfy and paysaid debt, interest and all costs incurred in making such sale, and to grantandconvey the said property to the purchaser or purchasers thereof, his, her or thier heirs or assigns, and which sale shall be made in the manner following; viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in St. Mary's County, and such other notice as by the said Mortgagee his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) dollars and a commission to the party making sale of said poperty 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; secondly, to the paymentof all claims ofthe said Mortgagee his personal representatives and assigns under this mortgage, whether the same shall hve matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement ornotice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amountof the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for St. Mary's County in Equity, which said expenses, costs and commission the said Mortgagor for heirs, personal representatives and assigns hereby covenant to pay; and the said Mortgagee his personal representatives or assigns or Joseph A. Mattingly their said Attorney shall not be required to receive the principal and intrest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with unless, priro to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commision.

And the said Mortgagors for themselves, their personal representatives and assigns, do further covenant to insure, and pehnding the existence of this mortgage, to keep insured in some good company satisfactory to the said Mortgagee his personal representatives and assigns, the improvements on hereby the mortgaged property and to the amount of at least Twenty-two hundred fifty ($2,250.00) dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee his personal representqtives and assigns, to the extent of their lien or claim hereunder, and to deliver said plicy XXXXXXXXXXXXXXXXXXXXXXXX or policies to the said Mortgagee his personal representatives and assigns.

IWTNESS the hands and seals of the said Mortgagors.

Test:

/S/ FRANK A COMBS
Frank A. Combs

/S/ JAMES GWYN WATHEN (SEAL)
James Gwyn Wathen

/S/ MARIE F. WATHEN (SEAL)
Marie F. Wathen

STATE OF MARYLAND, St. Mary's County to wit:

I HEREBY CERTIFY, that on this 24rd day of July in the year nineteen hundred and Fifty-one before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared James Gwyn Wathen and Marie F. Wathen, his wife, the Mortgagors named in the aforegoing mortgage nd they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John S. Matthingly; 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.

WITNESS my hand and notarial seal the day and year last above written.

/S/ FRANK A COMBS (SEAL)
Frank A. Combs, Notary Public
My Comm. Expires May 7, 1953.

IN EQUITY NO. A-779

CERTIFICATE OF PUBLICATION
(Filed Apr. 10, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.
This is to certify that the appended Order Nisi has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary's County, Maryland, once a week for 3 successive weeks prior to the 7th of April, 1956, and that the first publication appeared in the issue of 3-15, 1956.
/S/ SARA BRUBACKER

RATIFICATION OF SALE & REFERRED TO AUDITOR
(Filed Apr 18, 1956)

Ordered this 18th day of April, 1956, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale made and reported by Joseph D. Weiner, Attorney-Assignee named in the mortgage, in the above entitled case, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi passed in said cause and that the papers in said cause be and they are hereby referred to the Auditor of this Court to state and account between the aforesaid Mortgagee and the parties interested and entitled in said cause.

/S/ J. DUDLEY DIGGES
Judge

TAX BILL
(Filed Apr 18, 1956)

Mr. J. Gwyn and Marie F. Wathen

To FRANCIS G. CECEL, County Treasurer, Dr.
Taxes for Year 1955

To County Tax on $3909	rate $1.50	on $100	$58.64
To State Tax on	rate .11¢	on $100	4.30
			62.94
To interest on County Tax from July,1,1955			2.91
To interest on State Tax from July 1, 1955			20
			50
			$66.55

Paid 195

County Treasurer, St. Mary's County

CLERK'S BILL
(Filed Apr 18, 1956)

OFFICE OF THE CLERK OF THE CIRCUIT COURT

SALE OF JAMES GWYN WATHEN AND MARIE F. WATHEN PROPERTY

To C. Benedict Greenwell, Dr.
Leonardtown, Maryland

1956		
Apr 18	Clerk's Cost #A-779 Equity	$27.50

AUDITOR'S REPORT
(Filed Apr 23, 1956)

Joseph D. Weiner, Attorney-Assignee

In account with the proceeds from the sale of the property sold by him under the terms of the Mortgage filed herein.

1956		
March 12, To proceeds of sale as per report	$7,000.00	
BY COSTS, EXPENSES AND TAXES AS FOLLOWS:		
C. Benedict Greenwell, Clerk, his fees		$ 27.50
Francis G. Cecil, County Treasurer, State and County real property taxes (1955)		66.55
Joseph D. Weiner, Attorney-Assignee fee named in Mortgage		50.00
Joseph D. Weiner, Attorney-Assignee, commission on sale (6% of $7000.00)		420.00
Lexington Park Realty- & Insurance Co., premium on bond		48.00
St. Mary's Beacon, publication of Notice of Sale ($47.50) and 2 Orders Nisi @ $10.00 ($20.00)		67.50
J. Gerald Abell, Auctioneer fee, use of Joseph D. Weiner		15.00
W. M. Loker, Jr., Auditor's fee		23.50
TOTALS	$7,000.00	$718.05
By Amount to balance		$6,281.95
TOTALS	$7,000.00	$7,000.00
Balance distributable, as above	$6,281.95	

Distribution:

IN EQUITY NO. A-779

To James H. Brown, assingee of mortgage filed in these proceedings, amount to satisfy said mortgage debt		$3,625.25
To John S. Mattingly, mortgagee, amount to partially satisfy Second Purchase Money Mortgage filed in these proceedings		2,656.70
TOTALS	$6,281.95	$6,281.95

Amount of deficiency due John S. Mattingly, mortgagee as above $ 46.08

TO THE HONORABLE, THE JUDGES OF SAID COURT:
YOUR AUDITOR begs leave to report that in the above-entitled cause, after charging the Attorney-Assignee with the proceeds of the sale of the property sold by him in the above-entitled cause, he has allowed costs and expenses as per bouchers filed therein. He then distributed a portion of the balance to James H. Brown in full satisfaction of his of his mortgage filed herein. He them distributed the remaining balance to John S. Mattingly in partial satisfaction of his second mortgage filed herein and allowed as a deficiency to the said John S. Mattingly the balance of said debt remaining after partially satisfying the same.

Respectfully submitted,

/S/ W. M. LOKER, JR.
W. M. Loker, Jr., Auditor

ORDER NISI
(Filed Apr 23, 1956)

Ordered this 23rd day of April, 1956, by the Circuit Court for St. Mary's County, Maryland in Equity that the statement and account of the Auditor made, reported and filed in the above entitled case be ratified and confirmed unless cause to the contrary be shown on or before the 19th day of May, 1956 provided a copy of this Order be inserted and published in some newspaper in St. Mary's County, Maryland once in each of the three successive weeks before the said 19th day of May, 1956.

/S/ C. BENEDICT GREENWELL
Clerk of the Circuit Court for
Saint Mary s County, Maryland.

CERTIFICATE OF PUBLICATION
(Filed May 18 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended Order Nisi has been published in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland, once a week for 4 successive weeks prior to the May 19, 1956 and that the first publication appeared in the issue of 4-26, 1956.

/S/ SARA BRUBACHER

FINAL RATIFICATION OF AUDITOR'S REPORT
(Filed June 4, 1956)

Ordered this 4th day of June, 1956, by the Circuit Court for St. Mary's County, Maryland in Equity, that the Auditor's Report made and filed in the above case be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been fiven as required by the Order Nisi passed in said cause.

/S/ J.DUDLEY DIGGES
Judge

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

IN THE MATTER OF THE SALE OF THE MORTGAGED PREMISES OF TRUEMAN C. SLINGLUFF, JR. AND VERNE P. SLINGLUFF, HIS WIFE, BY JOSEPH D. WEINER, ATTORNEY NAMED IN MORTGAGE	:	IN EQUITY NO. A-790

ORDER TO DOCKET SUIT
(Filed Mar 20, 1956)

Mr. Clerk:

Please docket suit in the above entitled cause, file the mortgage, statement of mortgage debt and enter the appearance of Joseph D. Weiner for mortgagees and fix the penalty in the Bond to be filed by said Attorney.

/S/ JOSEPH D. WEINER
Attorney for Mortgagees

MORTGAGE
(Filed Mar 20, 1956)

THIS MORTGAGE, Made this 12th day of January, in the year nienteen hundred and fifty, by Truman C. Slingluff, Jr. and Verne P. Slingluff, his wife, and William O. E. Sterling as Committee of Trueman C. Clingluff, Jr. hereinafter called Mortgagors, and George L. Hayden and Agnes J. Hayden, his wife, hereinafter called Mortgagees.
WHEREAS, by Order of the Circuit Court for Saint Mary's County, Maryland, in Equity, passed on the 11th day of January, 1950, in the Matter of Truman Cross Slingluff, Jr., an habitual drunkard, Equity No. A-69, the said William O. E. Sterling was appointed Committee of the person and property of the said Trueman C. Slingluff, Jr., and by a further Order of the Circuirt Court for Saint Mary's County, Maryland, in Equity, passed on the 11th day of January, 1950, in the Matter of Truman Cross Slingluff, Jr., an habitual drunkard, Equity No. A-69, the said William O. E. Sterling as said Committee was authorized to borrow the sum of $500.00 on the hereinafter descrived property from the said Mortgagees herein and to give to the said Mortgagees this Mortgage for the purpose of paying the expenses of the hospitalization of the said Trueman C. Slingluff, Jr., and WHEREAS, the said Mortgagees have loaned to the said Mortgagors of said sum of $500.00, and WHEREAS the said Mortgagors are now justly indebted unto the said Mortgagees, or the survivor of them, in the full sum of Five Hundred ($500.00) Dollars, which is to be repaid with interest at the rate of Six (6%) Per Centum per annum, interest payable semi-annually, on or before the 1st day of June, 1951; and the said Mortgagors have geven unto the said Mortgagees their Mortgage Note of even date herewith drawn to their order for said principal sum and interest and payable in the manner hereinabove set-forth; to better secure the payment of which as the same becomes due, these presents are executed.
NOW THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Trueman C. Slingluff, Jr. and Verne P. Slingluff, his wife, and William O. E. Sterling as Committee of Trueman C. Slingluff, Jr., the within Mortgagors, do grant and convey unto the said George L. Hayden and Agnes J. Hayden, his wife, the within Mortgagees, as tenants by the entireties, their assigns and the survivor of them, and the heirs and assgins of the said survivor, forever, in fee simple, all that lot or tract of land in the Seventh Election District of Saint Mary's County, Maryland, containing about 16 acres, more or less, or arable land attached to the property known as "Chink Hill", lying to the north of the State Road running, from Colton's Point to Morganza and to the east of the State Road running from said road towards Sacred Heart Church and being bounded by Blackistone'w Purchase, Hall's Lot, and the real estate known as Sussex belonging to Mrs. Shoemaker and being a part of the same land conveyed to the said Trueman C. Slingluff, Jr. by True,an C. Slingluff, Widower, by deed dated August 7th, 1948, andrecorded among the land Recordsof Saint Mary's County, Maryland, in Liber C.B.G. No. 21, Folio 515.

(TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in any wise appertaining.)
TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the properuse, and benefit of the said Mortgagees,, as tenants by the entireties, their respective heirs and assigns forever,
PROVIDED that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Five Hundred ($500.00) dollars,and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.
AND it is agreed that, until default be made in the premises, the said Mortgagors, their heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charbes, mortgage debt and interest, the said Mortgagors for themselves, and for their heirs, personalyrepresentatives and assgins, do hereby agree and covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenat or condition of this mortgage, then the entire mortgage debt shall be deemed due and demanable; and it shall be lawful for the said Mortgagees, their personal representatives or assigns, or Joseph D. Weiner their attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers htereof, his, her, or thier heirs or assigns, and which sale shall be made in the manner following: viz: upon giving twenty days' notice of the time place, manner and terms of sale, in some newspaper printed in Saint Mary"s County, and such other notice as by the said Mortgagees, their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of Thirty ($30.00) dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all calims of the said Mortgagees, their personal representatives and assgins under this mortgage, whether the same shall have matured ot not; and the surplis (if any therebe) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.
AND the said Mortgagors for themselves, their heirs, personal representatives and assgins, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the for closure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to truestees making sale under orders or decrees of the Circuit Court for Saint Mary's County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their hiers, personal representatives and assgngs do hereby agree and covenant to pay; and the said Mortgagees, their personal representatives or assigns or Joseph D. Weiner, their said Attorney shall not be required to receive the principal and interest

IN EQUITY NO. A-790

only, of said mortgage debt in satisfqction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

WITNESS the hands and seals of the said Mortgagors:

Test:

/S/ TRUEMAN C. SLINGLUFF, JR. (SEAL)
Trueman C. Slingluff, Jr.

/S/ VERNE P. SLINGLUFF (SEAL)
Verne P. Slingluff

/S/ HENRY T. WARING
Henry T. Waring

/S/ WILLIAM O. E. STELING (SEAL)
William O. E. Sterling, Committee

STATE OF MARYLAND, Saint Mary's County, to wit:

I HEREBY CERTIFY that on this 12th day of January, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Trueman C. Slingluff, Jr., and Verne P. Slingluff, his wife, and William O. E. Steling, Committee, the Mortgagors named in the aforegokgn mortgage and they acknowledged the aforegoing mortgage to be their resepctive act. At the same time also appeared George L. Hayden, a Mortgagee named in the aforegoing Mortgage, and made oath in due form of law that the cosideration set for th in said Mortgage, is true and bona fide as therein set forth;

WITNESS my hand and notarila seal the day and year last above wirtten.

(SEAL)

/S/ HENRY T. WARING
Notary Public
Henry T. Waring

My Commission Expres: 5-7-51

STATEMENT OF MORTGAGE DEBT TO GEORGE L. HAYDEN AND AGENS J. HAYDEN
(Filed Mar 20, 1956)

Amount of Mortgage	$500.00
Interest from January 12, 1950, to March 21st, 1956	185.00
Total	$685.00

AFFIDAVIT

State of Maryland, St. Mary's County, To Wit:

I hereby certify that on this 21st day of March, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for St. Mary's County aforesaid, personally appeared George L. Hayden and Agens J. Hayden, his wife, and made oath in due form of law that the said Trueman C. Slingluff, Jr., andVerne P. Slingluff, his wife are justly indebted unto the mortgagees in the full and just sum of $685.00 as above stated.

Witness my hand and notarial seal.

(SEAL)

/S/ JUNE M.YBUSSLER
Notary Public

MORTGAGEES SALE
(Filed Mar 20, 1956)

of

Valuable Real-Estate in the 7th Election District of St. Mary's County, Md.

Under and by virtue of the powers of sale contained in a mortgage from Trueman, C. Slingluff, Jr., and Verne P. Slingluff, his wife, to George L. Hayden andAgnes J. Hayden, his wife, dated January 12, 1950, and recorded among the mortgage records of St. Mary's County, Maryland, in Liber C.B.G. No. 18, Folio 167, default having occurred under the terms and conditions of said mortgage in the payment of principal and interest, the undersigned Attorney named in Mortgage will offer for sale at Public Auction at the Court House Door in Leonardtown, Maryland on

Saturday, April 21, 1956 at 10 o'clock A.M.

all the following property, that is to say:

All that lot or tract of land in the Seventh Election District of St. Mary's County, Maryland, containing about 16 acres, more or less, of arable land attached to the property known as "Chink Hill", lying to the North of the State Road running from Colton's Point to Morganza and to the East of the State Road running from said road towards Sacred Heart Church and being bounded by "Blackistone's Purchase", "Hall's Lot", and the real-estate known as "Sussex" belonging to Mrs. Shoemaker and being a part of the same land conveyed to the said Trueman C. Slingluff, Jr., by Trueman C. Slingluff, widower, by deed dated August 7, 1948, and recorded among the land records of St. Mary's County, Maryland in Liber C.B.G. No. 21, folio 515.

On this ppoperty there is a 4 room bungalow in dilapidated condition.

TERMS OF SALE: Cash at the time of ratification of sale, with a deposit of $500.00 required of the purchaser or purchasers on the day and at the time of sale. Taxes and insurance to be adjusted to date of final ratification of sale. All conveyancing costs, indluding State and Federal stamps on deed to be at cost of purchaser or purchasers.

Joseph D. Weiner
Attorney Named in Mortgage

REQUEST FOR AMOUNT OF BOND TO BE SET
(Filed Mar 20, 1956)

Whereas, foreclosure proceedings have been insititutted under the mortgage filed in the above entitled cause by Joseph D. Weiner, Attorney Named in Mortgage and a request hving been made that I do hereby prescribe the penalty in the Bond shall be $2000.00.

/S/ C. BENEDICT GREENWELL
Clerk of The Circuit Court for
Saint Maryls County, Maryland.

IN EQUITY NOL A-790

TAX BILL

No 868

This bill is figured for immediate payment, Interest must be added if paymentis deferred.

Mr. Trueman C. Slingluff, Jr.

P.O. Bushwood, Md.

To FRANCIS G. CECIL, County Treasurere, Dr.
Taxes for year 1956

To County Tax on $400/00	rate $1.50 on $100	$6.00
		.44
To State Tax on	rate .1090 on $100	$6.44

CERTIFICATE OF PUBLICATION
(Filed Apr 20, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended Mortgage Sale has been published in the SAINT MARY'S BEACON a newspaper published in St. Mary's County Maryland, once a week for 4 successive weeks prior to the 21st of April and that the first publication appeared in the issue of 3-29, 1956

SARA BRUBACHER

BILL
(Filed Apr 20, 1956)

ST. MARY'S BEACON
weekly since 1839
Leonardtown, Maryland
Greenwood 5-7061

4-20-56

Joe Weiner

A-790

Date	Description	Credits	Charges	Balance
3-29	Mortgage Sale			
	9½" @ 1.75		16.63	
4-5	9½" @ 1.00		9.50	
4-12	9½" @ 1.00		9.50	
4-19	9½" @ 1.00		9.50	
			45.13	

Slingluff
case

BOND
(Filed Apr 14, 1956)

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Hartford, Connecticut
(A stock company)

MORTGAGEE'S OR ATTORNEY'S BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Joseph D. Weiner as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of two thousand Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bond oursleves 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 13th day of April in the year nineteen hundred and fifty-six.

WHEREAS, the above bounden Joseph D. Weiner by virtue of the power contained in a mortgage from Trueman C. Slingluff, Jr. and Verne P. Slingluff to Geroge L. Layden and Agnes J. Hayden bearing date the 12th day of January nineteen hundred and fifty and recorded among the land records of ( ) in Liber CBG No. 18 Folio 167 and Joseph D. Weiner 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.

Now the Condition of this Obligation is such, that if the above bounden Joseph D. Weiner do and shall well and truly and faithfully perform the trust reposed in Joseph D. Weiner under the motgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED, and delivered
in presence of

/S/ EDITH G. MATTINGLY

/S/ EDITH G. MATTINGLY

/S/ JOSEPH D. WEINER (SEAL)

HARTFORD ACCIDENT AND INDEMNITY COMPANY

BY /S/ FRANK A. COMBS (SEAL)
Attorney-in-fact

IN EQUITY NO. A-790

BOND
(Filed Apr 21, 1956)

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Hartford, Connecticut
(A Stock Company)

MORTGAGEE'S OR ATTORNEY'S BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Joseph D. Weiner as principal, and HARTFORD ACCIDNET AND INDEMNITY COMPANY, a corporation of the State of Connecticut, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn, as suretyk are held and firmly bound unto the State of Maryland in the full and just sum of Twelve Hundred and 00/100 Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and dome, we bond ourselves and each of us, our, and ech of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed withour selas and dated this 21st day of April, in the year nienteen hundred and fifty-six.

WHEREAS, the above bounden Joseph D. Weiner by virtue o the power contained in a mortgage from Trueman C. Slingluff, Jr., and Verne P. Slingluff to George L. Hayden and Agnes J. Hayden bearing date th 12th day of January nineteen hundred and Fifty and recorded among the land records of ( ) in Liber CBG No. 18 Folio 167 and Joseph D. Weiner is about to sell the land and premises descrived in said mortgage, default having been mace in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Condition of this Obligation is suc , that if the above bounden Joseph D. Weiner do and shall well and truly faithfully perform the trust reposed in Joseph D. Weiner under the mortgage aforesaid, and sahll abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed, and delivered
in presence of

/S/ EDITH G. MATTHINLY

/S/ EDITH G. MATTINGLY

/S/ JOSEPH D. WEINER (SEAL)

HARTFORD ACCIDENT AND INDEMNIY COMPANY

BY /S/ FRANK A. COMBS (SEAL)
Attorney-in-fact

BILL

FRANK A COMBS INSURANCE AGENCY
General Insurance

Date 4/24/56

FIRE	Box E	Health
AUTO	Phone Gr. 55441	Accident
BONDS		Compensation
PLATE GLASS	Leonardtown, Md.	

To Joseph D. Weiner, Attorney

Leonardtown, Maryland

Expiration	Policy Number	Company	Description and location of property	Amount	Premium Debit
4/21/56		Hartford	(Mortgagee's Bond for Trueman C. Slingluff, Jr. & Verne P. Slingluff, vs. George L. Hayden and Agnes J. Hayden)	$2000	$10.00
			Add'l $1,200.00		2.80
				TOTAL	12.80

REPORT OF SALE
(Filed Apr 21, 1956)

TO THE HONORABLE, JUDGE OF SAID COURT:

The report of Joseph D. Weiner, Attorney named in mortgage, in the above entitled case and empowered by the terms of said mortgage to make sale of the real estate mentioned and described, respectuflly shows:

That after giving an approved bond and complying with all of the pre-requisites as required by law and the said mortgage and after advertisement of the time, place, and manner of sale by advertisement in the St. Mary's Beacon, he did, pursuant to said notice attend at the Court House door in Leonardtown, St. Mary's County, Maryland at the hour of 10 o'clock on Saturday, April 21, 1956, and did then and there proceed to sell said real-estate described in said mortgage in the following manner, thatis to say:

Said Attorney named in mortgage offered the said property at Public Sale to the highest bidder and sold the same to Herman Millison for the sum of $3200.00.

And further that the purchaser has fully complied with the terms of sale.

Respectfully submitted.

/S/ JOSEPH D. WEINER
Attorney Named in Mortgage

State of Maryland, St. Mary's County, To Wit:

I hereby certify that on this 21st day of April, 1956, before me, the subscriber, a Notay Public of the State of Maryland, in and for St. Mary's County aforesaid petsonally appeared Joseph D. Weiner, Attorney named in Mortgage and made oath in due form of law that the matters and facts stated in the above report are true to the best of his knowledge and belief.

(S E A L)

/S/ JUNE M. BUSSLER
Notary Public

IN EQUITY NO. A-790

AUCTIONEER'S CERTIFICATE
(Filed Apr 21, 1956)

I hereby certify that I acted as Auctioneer for the sale of certain real-estate situate, lying and being in the Seventh Election District of St. Mary's County, Maryland owned by Trueman C. Slingluff, Jr. and Verne P. Slingluff, his wife, and being the sae mentioned and described in the mortgage filed for foreclosure in No. A-790 Equity in the Circuit Court for St. Mary's County, Maryland.

And sold said property at Public Auction on Saturday, April 21, 1956, at the Court Hourse door in Leonardtown, Maryland at the hour of 10 o'clock A.M. to Herman Millison at and for the sum of $3200;00 he being then and there and for than sum the highest bidder therefore.

I do further certify that said sale was fairly made to the best of my knowledge and belief.

/S/ J. GERALD ABELL
Auctioneer

Received of Joseph D. Weiner $15.00 auctioneer's fee.

/S/ J. GERALD ABELL
Auctioneer

ORDER NISI
(Filed Apr 23, 1956)

Ordered by the Circuit Court for St. Mary's County, Maryland in Equity, this 23rd day of April, 1956, that the report of the sale of the mortgaged premises of Trueman C. Slingluff, Jr., and Verne P. Slingluff, his wife, described in these proceedings by Joseph D. Weiner, Attorney named in Mortgage, be ratified and confirmed unless cause to the contrary be shown on or before the 19 day of May, 1956, provided a copy of this Order be published in some newspaper printed and published in St. Mary's County, Maryland once a week for three successive weeks prior to the said 19 day of May, 1956.

The said report states the said real-estate was sold to Herman Millison for the sum of $3200.00.

/S/ C. BENEDICT GREENWELL
Clerk of the Circuit Court for
Saint Mary's County, Maryland

CERTIFICATE OF PUBLICATION
(Filed May 18, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.

This is to certify that the appended Order of Nisi has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary's County Maryland, once a week for 4 successive weeksprior to the May 19 and that the first publiation appeared in the issue of 4-26, 1956.
/S/ SARA BRUBACHER

BILL
(Filed May 22, 1956)

OFFICE OF THE CLERK OF THE CIRCUIT COURT

Jos. D. Weiner
Leonardtown,
Maryland

To: C. BENEDICT GREENWELL, Dr.
Leonardtown, Maryland

Re: No. A-790 EQUITY

In the Matter of the Mortgaged Premises of
Trueman C. Slingluff, Jr., and Verne P. Slingluff,
his wife, by Jos. D. Weiner, Atty.

May 22, '56 Clerk's Costs $27.50

TAX BILL

Mr. Trueman C. Slingluff, Jr. 7th District

To FRANCIS G. CECIL, County Treasurer, Dr.
Taxes for Year 1955

To County Tax on $400.00 rate $1.50 on $100		$6.00
To State Tax on rate on.11 on $100		44
		6.44
To interest on County Tax from July 1, 1955		30
To interest on State Tax from July 1, 1955		2
		50
Paid	195	$7.26

Received payment,

County Treasurer, St. Mary's County

RATIFICATION OF SALE & REFERRED TO AUDITOR
(Filed September 18, 1956)

Ordered this 18th day of September, 1956 by the Circuit Court for St. Mary's County, Maryland in Equity, that the sale made and reported by Joseph D. Weiner, Attorney named in mortgage, in the above entitiled case, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi passed in said cause and that the papers in said cause be and they are hereby referred to th Auditor of this Court to state an account between the aforesaid Mortgagee and the parties interested and entitiled in said cause.

/S/ J. DUDLEY DIGGES
JUDGE

IN EQUITY NO. A-790

AUDITOR'S REPORT
(Filed Sept 22, 1956)

Joseph D. Weiner, Attorney named in Mortgage.

In account with the proceeds from the sale of the property sold b him under the terms ofthe Mortgage filed herein.

1956		
April 21, To proceeds of sale as per report	$3200.00	
BY COSTS, EXPENSES AND TAXES AS FOLLOWS:		
C. Benedict Greenwell, Clerk, his fees		$ 27.50
Joseph D. Weiner, Attorney, fee named in Mortgage		30.00
Joseph D. Weiner, Attorney named in Mortgage, commission on sale (6% of $3200.00)		192.00
Francis G. Cecil, Treasurer, State and County Taxes, 1955 ($7.91); 1956 ($6.54)		14.45
Frank A. Combs Insurance Agency, premium on bond		12.80
St. Mary's Beacon, publication of Notice of Sale ($45.13) and two Orders Nisi @ $10.00 ($20.00)		65.13
J. Gerald Abell, auctioneer's fee, use of Joseph D. Weiner		15.00
W. M. Loker, Jr., Auditor's fee		18.00
TOTALS	$3200.00	$ 374.88
Amount to Balance		2825.12
TOTALS	$3200.00	$3200.00
Balance distributable as above	$2825.00	
DISTRIBUTION:		
To George L. Hayden and Agnes J. Hayden, Mortgagees, balance due on mortgage		$ 700.00
To Trueman C. Slingluff Blance remaining after saitisfaction of mortgage debt		$2125.12
TOALS	$2825.02	$2825.02

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR AUDITOR begs leave to report that in the above-entitled cause, after charging the Attorney namedin the Mortgage with the proceeds of the sale of the property sold by him in the above-entitled cause, he has allowed costs, expenses and taxes as per vouchersfiled therin. He then distributed th blance to George L. Hayden and Agnes J. Hayden, Mortgagees, in full satisfaction of their mortgage debt, and to Trueman C. Slingluff and Verne P. Slingluff, his wife, in accordance with the terms of the mortgage filed therein.

Respectfully submitted,

/S/ W. M. LOKER, JR.
W. M. LOKER, JR. AUDITOR

CERTIFICATE OF PUBLICATION
(Filed Nov. 5, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended Order of the Court has been published in the SAINT MARY'S BEACN, a newspaper publiehd in St. Mary's ounty Maryland once a week for 3 succes ive weeks prior to the October 27 and that the first publication appeared in the issue of 10-4, 1956.
/S/ SARA BRUBACHER

ORDER NISI
(Filed October 11, 1956)

Ordered this lday of October, 1956, by the Circuit Court for St. Mary's County, Maryland in Equity that the statement and account of the Auditor made, reported and filed in the above entitled case be ratified and confirmed unless cause to the contrary be shown on or before teh 27th day of October, 1956 provided a copy of this Order be inserted and published in some newspaper in St. Mary's County, Maryland once in each of the three successive weeks before the 27th day of October, 1956.

/S/ C. BENEDICT GREENWELL
Clerk of the Circuit Court for
Saint Mary's County, Maryland.

FINAL RATIFICATION OF AUDITOR'S REPORT
(Filed Nov. 5, 1956)

Ordered this 5th day of November, 1956, by the Circuit Court for St. Mary's County, Maryland in Equity, that the Auditor's report made and filed in the above case, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi passed in said cause.

/S/ J. DUDLEY DIGGES
JUDGE

IN EQUITY NO. A-811

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

IN THE MATTER OF THE MORTGAGED PREMISES OF ROGER J. BRUNELLE AND WALINE E. BRUNELLE, HIS WIFE, BY LEONARD R. SNYDER, SOLICITOR AND ASSIGNEE FOR PURPOSE OF FORECLOSURE : EQUITY NO. A-811

ORDER TO DOCKET SUIT
(Filed May 11, 1956)

Mr. Clerk:

Please docket the above entitled, suit, prepare a certified copy of the mortgage, statement of the mortgage debt, file inthe proceedings, and enter the appearance of Leonard R. Snyder, solicitor and assignee of the mortgage for the purpose of foreclosure.

/S/ LEONARD R. SNYDER
Leonard R. Snyder
Solicitor and Assignee
815 Essex Drive
Lexington Park, Md.

STATEMENT OF MORTGAGE DEBT
(Filed May 11, 1956)

By Leonard R. Snyder, Solicitor andAssignee for the purpose of foreclosure.

Balance due on Mortgage principal:	$3,830.52
Interest from March 1, 1955 to May 1, 1956	$ 287.25
TOTAL	$4,117.77

ASSIGNMENT OF MORTGAGE
(Filed May 11, 1956)

The Lexington Park Company, by William Goldman, President and duly authorized agent, hereby assigns the mortgage from Roger J. Brunelle and Waline E. Brunelle, his wife, the Lexington Park Company, in the amount of $4,179.50 on the premises of Lot 7, Block "N", Patuxent Park, Maryland, to Leonard R. Snyder, Esquire, Assignee for the Purpose of Foreclosure.

Witness the hand of William Goldman, Presidentof the Lexington Park Company, a body corporate, and the corporate seal affixed hereto, the 4th day of April, 1956.

THE LEXINGTON PARK COMPANY

ATTEST:

BY /S/ WILLIAM GOLDMAN
William Goldman, Pres.

/S/ CHARLES J. MOLITOR
Charles J. Molitor, Asst. Sec.

REQUEST FOR AMOUNT OF BOND TO BE SET
(Filed May 11, 1956)

WHEREAS, foreclosure proceedings have been instituted under th mortgage filed in the above entitled cause by LeonardXXXX R. Snyder, Solicitor andAssignee for the purpose of foreclosure and a request having been made that I do prescribe the penalty in the Bond shall be $1,000.00.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell
Clerk of the Circuit
Court for St. Mary's
County, Maryland

BOND
(Filed May 11, 1956)

KNOW ALL MEN BY THESE PRESENTS

That we, Leonard R. Snyder, Solicitor and Assignee for purpose of foreclosure, and Maryland Casualty Company fo Baltimore, Maryland, as sureties are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars ($1,000.00) to be paid to the said State or its certan Attorney to which payment well and truly tobe 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: seal with our seals and dated this 11th day of May, in the year 1956.

WHEREAS, The above bounden LeonardXXX R. Snyder, Solicitor and Assignee for the purpose of foreclosure, said mortgage being in default from Roger J. Brunelle and Waline E. Bruenelle, his wife, to the Lexington Park Company, bearing the date of September 5, 1951, and recorded among the Mortgage Records of St. Mary's County, Maryland, same being No. A-811 in Equity, and titled "In the Matter of the Mortgaged Premies of Roger J. Brunelle and Waline E. Brunelle, his wife, by Leonard R. Snyder, Solicitor, andAssignee for purpose of Foreclosure".

NOW THEREFORE, the condition of the above obligation is such that if the above bounden Leonard R. Snyder, Solicitor and Assignee for the purpose of foreclosu e, shall well andtruly perform the trust reposed in him by any decree or order fo the aforesaid Court in the premises, then the above obligation is to be void, otherwise to be and remain in full force and virtue in law.

/S/ LEONARD R. SNYDER (SEAL)
Leonard R. Snyder

COUNTER SIGNED
Maryland Casualty Company

Approved by /S/ C. BENEDICT GREENWELL CLERK

By /S/ JOHN R. DRURY
Attorney-in-fact

IN EQUITY NO. A-811

MORTGAGE
(Filed May 11, 1956)

THIS PURCHASE MONEY MORTGAGE, Made this 5th day of September in the year nienteen hundred and fifty-one, by Roger J. Brunelle and Waline E. Brunelle, his wife, hereinafter referred to as Mortgagors, and the Lexington Park Company, a body corporate, hereinafter referred as Mortgagee.

WHEREAS, the said Mortgaors are justly indebted unto the said Mortgagee in the full sum of Four Thousand One Hundred and Seventy-nine Dollars and Fifty Cents ($4,179.50), representing part of the Purchase price for the hereinafter described real estate, which is to be paid with interest at the rate of Five Per Centum (5%) per annum in monthly installments of Twenty-five ($25.00) Dollars, each of which said monthly installments include interest accruing on said principal sum, for a period of Ten (10) years from the date hereof at which time the balance of and principal sum and all interest thereon accruing are to be paid; beginning for the first payment of said monthly installments on the First Day of October, 1951, and thereafte on the First Day of eadh and every month for a period of Ten (10) years from the date hereof at which time the balance of said principal sum and all interest thereon accruing shall be due and payable as aforesaid; with the privilege to the said Mortgag ors of paying all or any part of said principal sum on any regular payment date, provided any additional part payment of said principal sum shall be in Miltiples of Twnety-five ($25.00) Dollars; and the said Mortgagors have given unto the said Mortgagee their Mortgage Note of even date herewith, drawn to its order for said principal sum and interest and payable in the manner hereinabove set-forth; to better secure th payment of which when the payments severally become due and payable, these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in considerat on of One Dollar and other good and valuable considerqtions, the receipt of which is hereby acknowledged, the said Roger J. Brunelle and Waline E. Brunelle, his wife, the within Mortgagors, do grant and convey unto the said The Lexington Park Company, a body corporate, the within Mortgagee, its successors and assigns, forever, in fee simple, all that certain lot, tract, peice or parcel of land, situate, lying snd being in the Eighth Election District of Saint Mary's County, Maryland, and ddescribed as follows, that is to say: Dot Numbered Seven (7), in Block Lettered "N", (also designated 515 Midway Drive, Patuxent Park), in the subdivision known "Patuxent Park, Section 1", in the Eighth Election District of Saint Mary's County, aforesaid, as per Plat of said Subdivision duly recorded among the Land Records of Saint Mary's County, Marylandin Liber C.B.G. No. 17, Folio 409, and rerecorded in Liber C.B.G. No. 18, Folio 245, one of the Land Records of Saint Mary's County, subject to building restriction lines and easements as shown on the recorded Plats of the said Subdivision, and to the covenants and restrictions as imposed by The Lexington Park Company, dated May 2, 1946, and recorded October 31, 1946, among the land Records of Saint Mary's County, Maryland, and subject to a prior encumbrance in the original amount of Eight Thousand One Hundred ($8,100.00) Dollars.

(Together with the buidlings and imppovements thereon and the rights, roads, ways, waters, provileges, appurtenances and advantages, thereto belonging, or in any wise appertaining.)

TO HAVE AND TO HOLD the aforesaid parcel of graound and premises unto and to the proper use, and benefit of said The Lexington Park Company, a body corporate, the within Mortgagee, its successors assigns forever.

Provided that if the said Mortgaors, their heirs, personal representatives or assigns, shall ell and truly pay or cause to be paid the aforesaid sum of $4,179.50 and all interest thereon accrued, when as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default me made in the premises, the said Mortgagors, their heirs and assigns, shall possess the aforesaid property upon payingin the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed on said hereby mortgaged property, which taxes, assements, public dues, charges, mortgage debt and interest, the said Mortga ors for themselves and for thier heirs, personal representatives and assigns, do hereb covenantto pay when legally demandable. But if default be made in paym nt of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful forthe said Mortgagee, its successo s or assigns, or William O. E. Sterling, their Attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purch ser or purchasers therof, his, her or thier hirs or assigns, and which sale shall be made in the manner following; viz: upon givingtwenty day' notice ofthe time, place,manner and terms of sale, in some newspaper printed in Saint Mary's County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale ofsaid property, under the powers hereby granted, the proc eds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of ($50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of maryland; secondly, to the payment OF all claims of the said Mortgagee, its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or ot whoever may be entitiled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisment or notice of sale as aforesaid under the powers hereby granted there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this morrtgage and a commission on thetotal amount of the mortgage indebtedness, principal and interest, equal to one-half the precentage allowed as com missions to trustees making sale under orders or decrees of the Circuit Court for Saint Mary's County in Equity, which said expneses, costs do hereby agree and covenant to pay; andthe said Mortgagee, its successors or assigns or Wm. O. E. Sterling, their said Attorney shall not be required to receive the principal andinterest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

And the said Mortgagors, for themselves and for their personal representatives and assigns, do further covenant to insure, andpending the existence of this mortgage, to keep insured in some good company satisfactory to the said Mortgagee, its successor and assigns the improvements on hereby the mortgaged property and to the amount of at least Nine Thousand ($9000.00) dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

Witness the hands and seals of the said Mortgagors:

Test:

/S/ LOUIS J. BYRUM
Louise J. Byrum

/S/ ROGER J. BRUNELLE (SEAL)
Roger J. Brunelle

/S/ WALINE E. BRUNELLE (SEAL)
Waline E. Brunelle

State of Maryland, Saint Mary's County, to wit:

I Hereby Certify, that on this 5th day of September in the year nienteen hundred and fifty-one, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Roger J. Brunelle and Waline E. Brunelle, his wife, the Mortgagors named in the aforegoing mortgage to be their act. At the same time also appeared Royal J. Byrum, Assistant Secretary ofThe Lexington Park, Company, a body corporate, Mortgagee named in the aforegoing Mortgag e and made oath in

IN EQUITY NO. A-811

in due form of law that the consideration set forth in said Mortgage, is true and bonafide as therein set forth.

Witness my hand and notarial seal the day and year last above written.

/S/ LOUISE J. BYRUM
Notary Public Louise J. Byrum

My Commission Expires: 5-4-53
Del W.O.E.S. 10-1-51

C. Benedict Greenwell, Clerk

Received for Record Sept. 14, 1957, at 11:55 o'clock A.M. Same day recorded in Liber C.B.G. No. 23 Folio 387 one of the Land Records of St. Mary's County and examined per C. Benedict Greenwell, Clerk Costs of Record $4.00 Paid.

This si to certify that the above and aforegoing is a truee and correct copy of the Mortgage as contained in Liber C.B.G. No. 23 page 387 one of the Land Records of St. Mary's County, Maryland.

In Testimony Whereof, I hereunto set my hand and seal of Clerk of theCircuit Court for St. Mary's County, Maryland this 11th day of May, 1956.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk
of the Circuit Court for St.
Mary's County, Maryland.

CERTIFICATE OF PUBLICATION
(Filed Jun 8, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY MARYLAND

This is to certify that the appended Assignee's sale has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for 4 weeks successive weeks, prior to the 8th day of June and that the first publication appeared in the issue of May 17, 1956.
SHERIDAN FAHNESTOCK, Publisher
Per Betty Clifford.

AUCTIONEER'S CERTIFICATE
(Filed Jun 8, 1956)

I hereby certify that I acted as Auctioneer for the sale of certain real estate situate, lyingand being in the Eighth Election District of St. Mary's County, Maryland, owned by Roger J. Brunelle and Waline E. Brunelle, his wife, and being the same mentioned and described in the Mortgage filed for foreclosure in No. A-811 Equity in theCircuit Court for St. Mary's County, Maryland.

And sold said property subject to a prior encumbrance of $6319.21 at public auction on the 8th day of June, 1956, at the Court House door, in Leonardtown, Maryland, at the hour of 11:30 A.M. to The S. & M. Developement Company at and for the sum of Tw Hundred Dollars ($200.00) it being then and there and for that sum the highest bidder therefor.

I do further certify that said sale was fairly made to the best of my knowledge and belief.

/S/ J. GERLAD ABELL
J. Gerald Abell, Auctioneer

Auctioneer Fee Paid: $15.00

REPORT OF SALE
(Filed June 8, 1956)

To the Honorable Judge of said Court:

The report of Leonard R. Snyder, attorney and assignee of the mortgagee in the above entitiled case and empowered by the terms of said mortgage to make sale of the real estate mentioned and described, respectfully shows:

That after giving an approved bond and complying with all of the prerequisites XXX as required by law and the said mortgage, and after advertisment of the time, place and manner of sale by advertisement in the the St. Mary's County Enterprise, he did, pursuant to said notice attend said sale at the Court Housein Leonardtown, Maryland and at the hour of 11:30 A.M. on Friday, June 8, 1956, and did then and there proceed to sale said real estate described in said mortgage in the following manner, that is to say: Said Attorney offered the said property and imrpvements thereon, subject to a prior encumbrance in the amount of $6319.21 at a public auction to the ghighest bidder and dold same to The S & M Development Company for Two Hunred ($200.00) Dollars cash, they being then and there and for that sum the highest bidder therefor.

And further that the purchaser has fully complied with the terms of sale.

Respectfully submitted.

/S/ LEONARD R. SNYDER
Leonard R. Snyder
Attorney and Assignee

STATE OF MARYLAND, ST. MARY'S COUNTY, TO WIT:

I Hereby Certify that on this 8th day of June, 1956, before me the subscriber, theClerk Court for St. Mary's County, State of Maryland, personally appeared Leonard R. Snyder, Attorney andmade oath in due form of law that the matters and facts stated XX in the above report are true to the best of his knowledge and belief.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk
of the Circuit Court for St.
Mary's County, Maryland

ORDER NISI
(Filed June 8, 1956)

ORDERED by the Circuit Court for St. Mary's County, Maryland, in Equity, this 8th day of June, 1956, that the

IN EQUITY NO. A-811

report of the sale of the mortgaged premises of Roger J. Brunelle and Waline E. Brunelle, his wife, described in these proceedings by Leonard R. Snyder, Solicitor, be ratified and confirmed unlss cause to the contrary be shown on or before the 6th day, of July, 1956, provided a copy of this Order be published in Some Newspaper printed and published in St. Mary s County, Maryland, once a week for three successive weeks prior to the said 6th day of July, 1956.

The said report states the said real estate was sold subject ot a prior encumbrance of $6,319.21 to The S & M Development Company for the sum of Two Hundred ($200.00) Dollars.

/S/ C. BENEDICT GREENWELL
Clerk of the CircuitCourt
for St. Mary's County

CERTIFICATE OF PUBLICATION
(Filed Aug. 24, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND.

This is to certify that the appended ORDER NISI has been pblished in THE ENTERPRISE a newspper published in St. Mary's County, Maryland, once a week for three successive weeks, priro to the 6th day of July and that the first publication appeared in the issue of June 14, 1956.

SHERIDAN FAHNESTOCK, Publisher
Per Betty Clifford.

RATIFICATION OF SALE & REFERRED TO AUDITOR
(Filed Oct. 4, 1956)

ORDERED this 4th day of October, 1956, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale made and reported by Leonard R. Snyder, Solicitor andAssignee forthe purpose of foreclosure, in the above entitiled cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi passed in said cause and that the papers in said cause be and they are hereby referred tothe Auditor of this Court to state an account between the aforesaid Mortgagee and the parties interested and entitiled in said cause.

/s/J. DUDLEY DIGGES
Judge

RECEIPT
(Filed Oct. 30, 1956)

JOHN R. DRURY & SON
INSURANCE & REAL ESTATE
PHONE: GR 5-7181
LEONARDTOWN, MARYLAND

NO 00176

DATE 5/11/56

RECEIVED FROM LEONARD R. SNYDER
TEN & NO/100 DOLLARS $10.00

FOR BOND CASE ROGER J. BRUNELLE

AMOUNT PAID 10.00

JOHN R. DRURY

/S/ J.R.D.

BILL
(Filed Oct. 30, 1956)

THE ENTERPRISE

BRANCH NEWSOFFICE
WASHINGTON STREET
LEONARDTOWN, MARYLAND
GREENWOOD 5-2131

MAIN OFFICE
330 GREAT MILLS ROAD
LEXINGTON PARK, MARYLAND
Great Mills 2-1011

Mr. Leonard R. Snyder, Att.
2000 P. St. N.W.
Washington 6, D.C.

AMOUNT $20.00

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
6-28	Order Nisi (Brunelle	10.00		
6-28	Order Nisi (Ramsey	10;00		
		Bal. Due		20.00

AUDITOR'S REPORT
(Filed Oct. 30, 1956)

Leonard R. Snyder, Attorney - Assignee

In account with the proceeds from the sale of the property sold by him under the termsof the Mortgage filed herein.

1956
June 8, To proceeds of sale as per report $200.00

BY COSTS AND EXPENSES AS FOLLOWS:

C. Benedict Greenwell, his costs $ 27.50
Leonard R. Snyder, Attorney, fee named in mortgage 50.00

IN EQUITY NO. A-811

Leonard R. Snyder, Attorney-assignee, commission on sale (6% of $200.00)		$ 12.00
John R. Drury, Agent, Premium on bond		10.00
The Enterprise, Inc., publication of Notice of Sale ($47.50) and two Orders Nisi @ $10.00 = $20.00		67.50
J. Gerald Abell, Auctioneer's Fee, use of Leonard R. Snyder		15.00
W. M. Loker, Jr., auditor's fee		18.00
TOTALS	$200.00	$200.00
Amount to Balance		000.00
TOALS	$200.00	$200.00
Balance distributable as above	$000.00	
There being no distributable balance a deficiency in the full amount of the mortgage debt with interest should be allowed in the amount of		$4405.02

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR AUDITOR begs leave to report that in the above-entitiled cause, after charging the Attorney-Asignee with the proceeds of the sale of the property sold by him in the above-entitled cause, he has allowed costs and expenses as per voucners filed therin. There being no distributable balance he then allowed as a deficiency to the mortgagee, the full amount of the mortgage debt and enterest.

Respectfully submitted,

/S/ W. M. LOKER, JR.
W. M. Loker, Jr., Auditor

ORDER NISI
(Filed Oct. 30, 1956)

ORDERED, this 30th day of October, 1956, by the Circuit Court for St. Mary's County, Maryland, in Eqity, that the report of the Auditor made, stated and filed in the above-entitiled cause, be, and the same is hereby ratified and confirmed unless cause to the contrary thereof be shown on or before the 24th day of November, 1956, provided a copy of this Order be inserted in some newspaper printed and published in St. Mary s County, Maryland, once a week in each of three successive weeks before the said 24th day of November, 1956.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the
Circuit Court for St. Mary's County
Maryland.

CERTIFICATE OF PUBLICATION
(Filed Dec. 28, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended Order Nisi has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for (3) successive weeks, prior to the 24th day of November, and that the first publication appeared in the issue of 8th of November, 1956.

SHERIDAN FAHNESTOCK, Publisher
Per Mrs. James C. Wood

FINAL RATIFICATION OF AUDIT
(Filed December 28, 1956)

ORDERED this 28th day of December, 1956, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the report of the Auditor stated and filed and these proceedings be finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given, by publication of an Order Nisi as shown by the Certification of said Order Nisi hereto attached and herewith filed.

/S/ PHILIP H. DORSEY, JR.
J U D G E

IN EQUITY NO. A-812

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

IN THE MATTER OF THE MORTGAGED PREMISES OF LEE M. RAMSEY AND RUBY V. RAMSEY, HIS WIFE, BY LEONARD R. SNYDER, SOLICITOR AND ASSIGNEE FOR PURPOSE OF FORECLOSURE : EQUITY NO. A-812

ORDER TO DOCKET SUIT, ETC.
(Filed May 11, 1956)

Mr. Clerk:

Please docket the above entitled suit, prepare a certified copy of the mortgage, statement of the mortgage debt, file in the proceedings, and enter the appearance of Leonard R. Snyder, solicitor and assignee of the mortgage for the purpose of foreclosure.

/S/ LEONARD R. SNYDER
Leonard R. Snyder
Solicitor and Assignee
415 Essex Drive
Lexington Park, Md.

STATEMENT OF MORTGAGE DEBT
(Filed May 11, 1965)

By Leonard R. Snyder, Solicitor and Assignee for the purpose of foreclosure:

Balance due on Mortgage principal:	$4,375.13
Interest from Nov. 1, 1955 to May 1, 1956	$ 131.25
Total	$4,506.38

ASSIGNMENT OF MORTGAGE
(Filed May 11, 1956)

The Lexington Park Company, by William Goldman, President and duly authorized agent, hereby assigns the mortgage from Lee M. Ramsey and Ruby V. Ramsey, his wife to the Lexington Park Company, in the amount of $4,622.25, on the premises of Lot 6, Block "N", Patuxent Park, Maryland, to Leonard R. Snyder, Esquire, Assignee for the Purpose of Foreclosure.

Witness the hand of William Goldman, President of the Lexington Park Company, a body corporate, and the corporate seal affixed hereto, the 4th day of April, 1956.

THE LEXINGTON PARK COMPANY

ATTEST:

BY /S/ WILLIAM GOLDMAN
William Goldman, Pres.

/S/ CHARLES J. MOLITOR
Charles J. Molitor, Asst. Sec.

REQUEST FOR AMOUNT OF BOND TO BE SET
(Filed May 11, 1956)

WHEREAS, foreclosure proceedings have been instituted under the mortgage filed in the above entitled cause by Leonard R. Snyder, Solicitor and Assignee for the purpose of foreclosure and a request having been made that I do prescribe the penalty in the Bond shall be $1,000.00.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell
Clerk of the Circuit
Court for St. Mary's
County, Maryland

BOND
(Filed May 11, 1956)

KNOW ALL MEN BY THESE PRESENTS

That we, Leonard R. Snyder, Solicitor and Assignee for purpose of foreclosure, and Maryland Casualty Company of Baltimore, Maryland, as sureties are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars ($1,000.00) to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; seal with our seals and dated this 11th day of May, in the year 1956.

WHEREAS, The above bounden Leonard R. Snyder, Solicitor and Assignee for the purpose of foreclosure, said mortgage being in default from Lee M. Ramsey and Ruby V. Ramsey, his wife, to the Lexington Park Company, bearing the date of September 5, 1951, and recorded among the Mortgage Records of St. Mary's County, Maryland, same being No. A-812 in Equity and titled "In the Matter of the Mortgaged Premises of Lee M. Ramsey and Ruby V. Ramsey, his wife, by Leonard R. Snyder, Solicitor and Assignee for Purpose of Foreclosure."

NOW, THEREFORE, the condition of the above obligation is such that if the above bounden Leonard R. Snyder, Solicitor and Assignee for the purpose of foreclosure, shall well and truly perform the trust reposed in him by any decree or order of the aforesaid Court in the premises, then the above obligation is to be void, otherwise to be and remain in full force and virtue in law.

/S/ LEONARD R. SNYDER (SEAL)
Leonard R. Snyder

COUNTER SIGNED
Maryland Casualty Company

Test:

Approved by /S/ C. BENEDICT GREENWELL, CLERK

By /S/ JOHN R. DRURY
Attorney-in-fact

IN EQUITY NO. A-812

MORTGAGE
(Filed May 11, 1956)

THIS PURCHASE MONEY MORTGAGE, Made this 15th day of September in the year nineteen hundred and fifty-two, by Lee M. Ramsey and Ruby V. Ramsey, his wife, hereinafter referred to as Mortgagors, and The Lexington Park Company, a body corporate, hereinafter referred to as Mortgagee.

WHEREAS, the said Mortgagors are justly indebted unto the said Mortgagee in the full sum of Four Thousand Six Hundred and Twenty=two Dollars and Twenty-five Cents ($4,622.25), representing part of the purchase price for the hereinafter described real estate, which is to be paid with interest at the rate of Five Per Centum (5%) per annum in monthly installments of Twenty-five ($25.00) Dollars, each of which said monthly installments include interest accruing on said principal sum, for a period of Ten (10) Years from the date hereof at which time the balance of said principal sum and all interest thereon accruing are to be paid; beginning for the first payment of said monthly installments on the First Day of October, 1952, and thereafter, on the First Day of each and every month for a period of Ten(10) Years from the date hereof at which time the balance of said principal sum and all interest thereon accruing shall be due and payable as aforesaid; with the privilege to the said Mortgagors of paying all or any part of said principal sum on any regular payment date, provided any additional part payment of said principal sum shall be in multiples of Twenty-five ($25.00) Dollars; and the said Mortgagors have given unto the said Mortgagee their Mortgage note of even date herewith, drawn to its order for said principal sum and interest and payable in the manner hereinabove set-forth; to better secure the payments of which when the payments severally become due and payable, these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Lee M. Ramsey and Ruby V. Ramsey, his wife, the within Mortgagors, do grant and convey unto the said The Lexington Park Company, a body corporate, the within Mortgagee, its successors and assigns, forever, in fee simple, all that certain lot, tract, piece or parcel of Land, situate, lying and being in the Eighth Election District of Saint Mary's County, Maryland, and described as follows, that is to say: Lot Numbered Six (6), in Block Lettered "N" (also designated 513 Midway Drive, Patuxent Park), in the Subdivision known as "Patuxent Park, Section 1", in the Eighth Election District of Saint Mary's County, Maryland, as per Plat of the said Subdivision duly recorded among the Land Records of Saint Mary's County, Maryland in Liber C.B.G. No. 17, Folio 409, and rerecorded in Liber C.B.G. No. 18, Folio 245, one of the Land Records of said County; subject to building restriction lines and easements as shown in the recorded Plats of the said Subdivision and to the covemants and restrictions as imposed by the said The Lexington Park Company dated May 2nd, 1946, and recorded October 31st, 1946, among the Land Records of Saint Mary's County, Maryland, and subject, also, to a prior encumbrance in the original amount of Eight Thousand One Hundred ($8,100.00) Dollars.

(TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in any wise appertaining.)

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use, and benefit of the said The Lexington Park Company, a body corporate, the within Mortgagee, its successors and assigns forever.

PROVIDED that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of $4,622.25 and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors, their heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges,mortgage debt and interest, the said Mortgagors, for themselves and for their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Mortgagee, its successors or assigns, or William O. E. Sterling, their Attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following; viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in St. Mary's County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for St. Mary's County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their personal representatives and assigns hereby agree and covenant to pay; and the said Mortgagee, its successors or assigns or William O. E. Sterling, their said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tneder be made of said principal, interest, costs, expenses and commission.

And the said Mortgagors, for themselves and for their personal representatives and assigns, do further covenant to insure, and pending the existence of this mortgage, to keep insured in some good company satisfactory to the said Mortgagee its successors and assigns, the improvements on hereby the mortgaged property and to the amount of at least Nine Thousand ($9,000.00) dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, its successors, and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successor and assigns.

WITNESS the hand and seals of the said Mortgagors:

/S/ LEE M. RAMSEY (SEAL)
Lee M. Ramsey

Test:

/S/ RUBY V. RAMSEY (SEAL)
Ruby V. Ramsey

/S/
LOUISE J. BYRUM
Louise J. Byrum

State of Maryland, Saint Mary's County to wit:

I HEREBY CERTIFY, that on this 15th day of September in the year nineteen hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Lee M. Ramsey and Ruby V. Ramsey, his wife, the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing mortgage to be their respective act. At the same time also appeared Royal J. Byrum, Assistant Secretary of The Lexington Park Company, a body corporate, Mortgagee named in the aforegoing Mortgage and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Witness my hand and notarial seal the day and year last above written.

/S/ LOUISE J. BYRUM
Louise J. Byrum, Notary Public

My Commission Expires: May 11, 1953

Received for Record Dec. 23, 1952 at 10:20 o'clock A.M. Same day recorded in Liber C.B.G. No. 29 Folio 208 one of the Land records of St. Mary's County, Md. and examined per C. Benedict Greenwell, Clerk cost of Record $4.00 Paid.

Le. W.O.E.S. - 1/20/53 C. Benedict Greenwell, Clerk

This is to Certify that the above and aforegoing is a true and correct copy of the Mortgage as contained in Liber C.B.G. 29 page 208 one of the Land records of St. Mary's County, Maryland.

In Testimony Whereof, I hereunto set my hand and affix the seal of Clerk of the Circuit Court for St. Mary's County, Maryland this 11th day May, 1956

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk
of The Circuit Court for St.
Mary's County, Maryland.

CERTIFICATE OF PUBLICATION
(Filed Jun 8, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended Assignee's Sale has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for 4 weeks, successive weeks, prior to the 8th day of June and that the first publication appeared in the issue of May 17, 1956.
SHERIDAN FAHNESTOCK, Publisher
Per Betty Clifford

AUCTIONEER'S CERTIFICATE
(Filed Jun 8, 1956)

I hereby certify that I acted as Auctioneer for the sale of certain real estate situate, lying and being in the Eighth Election District of St. Mary's County, Maryland, owned by Lee M. Ramsey and Ruby V. Ramsey, his wife, and being the same mentioned and described in the mortgage filed for foreclosure in No. A-812 Equity in the Circuit Court for St. Mary's County, Maryland.

And sold said property subject to a prior encumbrance of $6,319.21 at public auction on the 8th day of June, 1956, at the Court House door in Leonardtown, Maryland, at the hour of 11:40 a.m. to The S. & M. Development Company, at and for the sum of Two Hundred Dollars ($200.00), they being then and there and for that sum the highest bidder therefor.

I do further certify that said sale was fairly made to the best of my knowledge and belief.

/S/ J. GERALD ABELL
J. Gerald Abell, Auctioneer

Auctioneer Fee Paid: $15.00

REPORT OF SALE
(Filed Jun 8, 1956)

To the Honorable Judge of said Court:

The report of Leonard R. Snyder, attorney and assignee of the mortgagee in the above entitled case and empowered by the terms of said mortgage to make sale of the real estate mentioned and described, respectfully shows:

That after giving an approved bond and complying with all of the prerequisites as required by law and the said mortgage, and after advertisement of the time, place and manner of sale by advertisement in the St. Mary's County Enterprise, he did, pursuant to said notice attend said sale at the Court House in Leonardtown, Maryland at the hour of 11:40 a.m. on Friday, June 8, 1956, and did then and there proceed to sell said real estate described in said mortgage in the following manner, that is to say: Said Attorney offered the said property and improvements thereon, subject to a prior encumbrance in the amount of $6,319.21 at a public auction to the highest bidder and sold same to The S. & M. Development Company for Two Hundred Dollars (200.00) cash, they being then and there and for that sum the highest bidder therefor.

And further that the purchaser has fully complied with the terms of sale.

Respectfully submitted.

/S/ LEONARD R. SNYDER
Leonard R. Snyder
Attorney and Assignee

STATE OF MARYLAND, ST. MARY'S COUNTY, TO WIT:

I Hereby Certify that on this 8th day of June, 1956, before me the subscriber, the Clerk of The Circuit Court for St. Mary's County, State of Maryland, personally appeared Leonard R. Snyder, Attorney, and made oath in due form of law that the matters and facts stated in the above report are true to the best of his knowledge and belief.

/S/C. BENEDICT GREENWELL
C. Benedict Greenwell
Clerk of the Circuit Court for
St. Mary's County, Maryland

IN EQUITY NO. A-812

ORDER NISI
(Filed Jun 8, 1956)

ORDERED by the Circuit Court for St. Mary's County, Maryland, in Equity, this 8th day of June, 1956, that the report of the sale of the mortgaged premises of Lee M. Ramsey and Ruby V. Ramsey, his wife, described in these proceedings by Leonard R. Snyder, Solicitor, be ratified and confirmed unless cause to the contrary be shown on or before the 6th day of July, 1956, provided a copy of this Order be published in some Newspaper printed and published in St. Mary's County, Maryland, once a week for three successive weeks prior to the said 6th day of July, 1956.

The said report states the said real estate was sold subject to a prior encumbrance of $6,319.21 to The S. & M. Development Company for the sum of Two Hundred Dollars ($200.00)

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk
of the Circuit Court for St. Mary's
County, Maryland

CERTIFICATE OF PUBLICATION
(Filed Aug. 24, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended ORDER NISI has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for three successive weeks, prior to the 6th of July and that the first publication appeared in the issue of June 14, 1956.

SHERIDAN FAHNESTOCK, Publisher
Per Betty Clifford.

RATIFICATION OF SALE & REFERRED TO AUDITOR
(Filed Oct. 4, 1956)

ORDERED this 4th day of October, 1956, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the sale made and reported by Leonard R. Snyder, Solicitor and Assignee for the purpose of foreclosure, in the above entitled cause, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nise passed in said cause and that the papers in said cause be and they are hereby referred to the Auditor of this Court to state an account between the aforesaid Mortgagee and the parties interested and entitled in said cause.

/S/ J. DUDLEY DIGGES
J. Dudley Digges, Judge

RECEIPT
(Filed Oct. 30, 1956)

JOHN R. DRURY & SON
INSURANCE & REAL ESTATE
PHONE: GR 5-7181
LEONARDTOWN, MARYLAND

NO. 00175

DATE 5/11/56

RECEIVED FROM LEONARD R. SNYDER
TEN & NO/100 DOLLARS $10.00
FOR BOND OF LEE M. RAMSEY etal

AMOUNT PAID 10.00

/S/ J.R.D.
John R. Drury & Son

BILL
(Filed Oct. 30, 1956)

THE ENTERPRISE

BRANCH NEWS OFFICE
WASHINGTON STREET
LEONARDTOWN, MARYLAND
GREENWOOD 5-2131

MAIN OFFICE
330 GREAT MILLS ROAD
LEXINGTON PARK, MARYLAND
GREAT MILLS 2-1011

Mr. Leonard R. Snyder, Att.
2000 P. St., N. W.
Washington 6, D. C.

AMOUNT $20.00

DATE	DESCRIPTION	CHARGES	CREDITS	Balance
6-28	Order Nisi(Brunelle)	10.00		
6-28	Order Nisi(Ramsey)	10.00		
		Bal. Due		20.00

BILL
(Filed Oct. 30, 1956)

THE ENTERPRISE

BRANCH NEWS OFFICE
WASHINGTON STREET
LEONARDTOWN, MARYLAND
GREENWOOD 5-2131

MAIN OFFICE
330 GREAT MILLS ROAD
LEXINGTON PARK, MARYLAND
GREAT MILLS 2-1011

Mr. Leonard R. Snyder, Att.
2000 P Street, N. W.
Washington 6, D. C.

AMOUNT $95.00

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
5-17-56 to 6-7	Assign.Sale (Brunelle	47.50		
5-17-56 to 6-7	Assign.Sale (Ramsey)	47.50		$95.00

IN EQUITY NO. A-812

AUDITOR'S REPORT
(Filed 30, 1956)

Leonard R. Snyder, Attorney - Assignee

In account with the proceeds from the sale of the property sold by him under the terms of the Mortgage filed herein.

1956 June 8, To proceeds of sale as per report	$200.00	
BY COSTS, EXPENSES AND TAXES AS FOLLOWS:		
C. Benedict Greenwell, his costs		$27.50
Leonard R. Snyder, attorney, fee named in mortgage		50.00
Leonard R. Snyder, attorney - assignee, commission on sale (6% of $200.00)		12.00
John R. Drury, Agent, premium on bond		10.00
The Enterprise, Inc., publication of Notice of Sale ($47.50) and two Orders Nisi @ $10.00: $20.00		67.50
J. Gerald Abell, Auctioneer's fee, use of Leonard R. Snyder		15.00
W. M. Loker, Jr., auditor's fee		18.00
TOTALS	$200.00	$200.00
Amount to balance		000.00
TOTALS	$200.00	$200.00
Balance distributable as above	$000.00	

Distribution:

There being no distributable balance a deficiency in the full amount of the mortgage debt with interest should be allowed in the amount of $4637.63

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR AUDITOR begs leave to report that in the above-entitled cause, after charging the Attorney-Assignee with the proceeds of the sale of the property sold by him in the above-entitled cause, he has allowed costs and expenses as per vouchers filed therein. There being no distributable balance he then allowed as a deficiency to the mortgagee, the full amount of the mortgage debt and interest.

Respectfully submitted,

/S/ W. M. LOKER, JR.
W. M. Loker, Jr., Auditor

ORDER NISI
(Filed Oct. 30, 1956)

ORDERED, this 30th day of October, 1956, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the report of the Auditor made, stated and filed in the above entitled cause, be, and the same is hereby ratified and confirmed unless cause to the contrary thereof be shown on or before the 24th day of November, 1956, provided a copy of this Order be inserted in some newspaper printed and published in St. Mary's County, Maryland, once a week in each of three successive weeks before the said 24th day of November, 1956.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the
Circuit Court for St. Mary's County, Maryland

CERTIFICATE OF PUBLICATION
(Filed Dec. 28, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended Order Nise has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for (3) successive weeks, prior to the 24th of November and that the first publication appeared in the issue of 8th of November 1956.

SHERIDAN FAHNESTOCK, Publisher
Per Mrs. James C. Wood

FINAL RATIFICATION OF AUDIT
(Filed Dec. 28, 1956)

ORDERED this 28th day of December, 1956, by the Circuit Court for Saint Mary's County, Maryland, in Equity, that the report of the Auditor stated and filed in these proceedings be finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given, by publication of an Order Nise as shown by the Certification of said Order Nisi hereto attached and herewith filed.

/S/ PHILIP H. DORSEY, JR.
Philip H. Dorsey, Jr., Judge

See Divorce Decree Record

MARY TERESA JONES, ABELL, MARYLAND, PLAINTIFF,	*	IN THE CIRCUIT COURT FOR
VS	*	ST. MARY'S COUNTY, MARYLAND
JESS WILLARD JONES, 306 AMELIA STREET, FREDERICKSBURG, VIRGINIA, DEFENDANT.	*	IN EQUITY, NO. A-815

* *

BILL OF COMPLAINT
(Filed May 17, 1956)

To the Honorable, the Judges of said Court:

The Plaintiff, Mary Teresa Jones, by her Solicitors, Dorsey and Sterling, complaining says:

1. That she is a citizen and resident of St. Mary's County, Maryland, residing at Abell, St. Mary's County, Maryland and has lived in St. Mary's County, Maryland continuously for more than one year last past; that the Defendant is a non-resident of St. Mary's County, Maryland, and now resides at 306 Amelia Street, Fredericksburg, Virginia.

2. That on March 20th, 1951, she was married to the Defendant, Jess Willard Jones, at Fort Leslie J. McNair, Washington, D. C.; that she lived with the Defendant as man and wife until sometime in April, 1953, when she and the Defendant separated voluntarily.

3. That in April, 1953, at Abell, St. Mary's County, Maryland, she and the Defendant voluntarily agreed to live separate and apart; that since April, 1953, she and the said Defendant have voluntarily lived separate and apart without any cohabitation.

4. That the separation of the said Plaintiff and said Defendant is beyond any reasonable expectation of reconciliation.

5. That she and the said Defendant have not lived or cohabited together since the voluntary separation in April, 1953.

6. That she and the said Defendant have no children born to them of said marriage.

TO THE END THEREFORE:

1. That the Plaintiff may be divorced A VINCULO MATRIMONII from the Defendant, Jess Willard Jones.

2. That the Plaintiff may have such other and further relief in the premises as her case may require.

AND AS IN DUTY BOUND, etc.

/S/ MARY TERESA JONES
Mary Teresa Jones

DORSEY AND STERLING
By: WILLIAM O. E. STERLING /S/
William O. E. Sterling
Solicitors for the Plaintiff.

See Divorce Decree Record

ORDER OF PUBLICATION
(Filed May 17, 1956)

The object of this suit is to procure a decree for divorce A VINCULO MATRIMONII by the Plaintiff from the Defendant.

The Bill in substance states:

That the Plaintiff is a citizen and resident of St. Mary's County, Maryland, residing at Abell, St. Mary's County, Maryland, and has lived in St. Mary's County, Maryland continuously for more than one year last past; that the Defendant is a non-resident of St. Mary's County, Maryland, and now resides at 306 Amelia Street, Fredericksburg, Virginia.

That the Plaintiff and Defendant were married on March 20th, 1951, at Fort Leslie J. McNair, Washington, D. C.; that the Plaintiff lived with the Defendant as man and wife until sometime in April, 1953, when the Plaintiff and the Defendant separated voluntarily.

That in April, 1953, at Abell, St. Mary's County, Maryland, the Plaintiff and the Defendant voluntarily agreed to live separate and apart and that since April, 1953, the Plaintiff and the Defendant have voluntarily lived separate and apart without any cohabitation.

That the separation of the Plaintiff and the Defendant is beyond any reasonable expectation of reconciliation.

That the Plaintiff and the Defendant have not lived or cohabited together since the voluntary separation in April, 1953.

That there were no children born as a result of the said marriage.

The bill prays that the Plaintiff may be divorced from the Defendant A VINCULO MATRIMONII and that the Plaintiff may have such other and further relief in the premises as her case may require.

It is this 17th day of May, 1956, ORDERED by the Circuit Court for St. Mary's County, Maryland, in equity, that the Plaintiff by causing a copy of this Order to be inserted in some newspaper published in St. Mary's County, Maryland, once in each of four sucessive weeks before the 23rd day of June, 1956, give notice to the said non-resident Defendant, Jess Willard Jones, of the object and substance of this Bill of Complaint and warn him to appear in person or by Solicitor before the 10th day of July, 1956, to show cause, if any he may have, why a Decree ought not be passed as prayed.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the
Circuit Court for St. Mary's County, Maryland

IN EQUITY NO. A-815

LETTER
(Filed Jun 19, 1956)

DORSEY & STERLING
Attorneys at law
Leonardtown, Maryland

Philip H. Dorsey, Jr.
Wm. O. E. Sterling

Telephone
Greenwood 5-6271

May 31, 1956

Mr. T. Frank Fines
City Sergeant
Court House Building
Fredericksburg, Virginia

Re: Jones vs. Jones

Dear Mr. Fines:

This will acknowledge your letter of May 28th, 1956, in which you returned Order Of Publication papers and my check in the above matter. I am returning the Order of Publication papers because our law requires that the same be served personally upon the Defendant and that the return of the Officer making the service be made and signed before a Notary Public. I am typing on the back of the Order of Publication the appropriate return.

Enclosed herewith is my check payable to T. Frank Fines, City Sergeant, for 75¢ for services rendered.

If there is any additional charge for serving the Order of Publication upon the Defendant and making the return please let me know the amount and I shall remit same to your office immediately.

Very truly yours,

/S/ WILLIAM O. E. STERLING
William O. E. Sterling

WOES/VMN
Encls.

Dear Sir:
I am returning papers - this type of service is legal in our state, and I am unable to make other service on this person.

/S/ T. FRANK FINES
Sergeant, Fredericksburg, Virginia

RECEIPT FOR FEES COLLECTED
(Filed Jun 19, 1956)

C 45257

City of Fredericksburg, Virginia June 6, 1956
Received of William O. Sterling $.75
Seventy-five cents
For Order of Publication
In matter of JONES VS JONES

/S/ T. FRANK FINES - sergeant
LBV

CERTIFICATE OF SERVICE
(Filed Jun 19, 1956)

EXECUTED on the 24th day of May, 1956 in the City of Fredericksburg, Virginia, by calling at the usual place of abode, 306 Amelia St., of Jess Willard Jones and not finding him there, or any other person upon whom service could be made, I left a true copy of the above mentioned papers attached to each other, posted at the front door of his usual place of abode.

Fee 75¢
Paid

/S/ T. FRANK FINES
Sergeant, Fredericksburg, Va.

By H.J.PONTCHETT, Deputy Sergeant

ANSWER
(Filed Jun 19, 1956)

Now comes the Defendant and in answer to the Bill of Complaint filed in the above entitled cause, states:

1. That he admits the allegations of paragraphs 1, 2, 3, 4, 5 and 6 of the Bill of Complaint.

Having fully answered the Bill of Complaint the Defendant waives Cross-examination and requests this Honorable Court to pass a Decree in the premises which it deems meet and just.

/S/ JESS WILLARD JONES
Jess Willard Jones

STATE OF VIRGINIA, City of Fredericksburg, to wit:

I HEREBY CERTIFY, that on this 16th day of June, 1956, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Jess Willard Jones, the Defendant in the above entitled cause, and he acknowledged the aforegoing Answer to the Bill of Complaint to be his act and Deed.

Witness my hand and Notarial Seal.

/S/ BARBARA J. SELF
Notary Public

My commission expires: Aug 19, 1958

IN EQUITY NO. A-815

EXAMINER'S RETURN OF TESTIMONY
(Filed Jul. 6, 1956)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Leave of Court having been obtained and notice having been given me by the Solicitor for the Complainant of a desire to take testimony, I, Oliver R. Guyther a standing Examiner of the Circuit Court for St. Mary's County, Md. in Equity, duly qualified and sworn, met on the 5th. day of July, 1956 at 3:30 P. M. as the day and time and at the office of Oliver R. Guyther, Leonardtown, Maryland, as the place for taking of said testimony, at which last mentioned date, time and place, I attended and in the presence of the Plaintiff, his attorneys and witnesses proceeded to take the following interrogatories and the answers thereto.

/S/ OLIVER R. GUYTHER
Oliver R. Guyther, Examiner

Mary Teresa Jones, a witness of lawful age, who being produced before me and by me duly sworn, testified as follows to the following interrogatories propounded:

1. State your name, age, residence and occupation.

A. Mary Teresa Jones, 27 yrs., Abell, St. Mary's County, Maryland, Clerk.

2. How long have you resided in St. Mary's County, Maryland?
A. I was born in St. Mary's County and have lived here all my life practically. I vote in St. Mary's County and make this County my home. I have lived continuously in St. Mary's County, since the latter part of 1951.

3. When, where and before whom were you married to the Defendant, Jess Willard Jones?
A. I was married to my husband, Jess Willard Jones, on March 20th, 1951, at Fort Leslie J. McNair, Washington, D. C., in a religious ceremony.

4. Where does your husband now reside?
A. My husband now resides at 306 Amelia Street, Fredericksburg, Virginia, and has been living there since April 1953.

5. Are you and your husband now living together as man and wife, and if not, state when you separated.
A. My husband and I are not living together as man and wife. We voluntarily agreed to separate and did separate about the middle of April, 1953. I do not know the exact date in April we separated.

6. State the circumstances leading up to and surrounding the separation of you & your husband.
A. At the time my husband and I were married in 1951, he was in the Army and was stationed at Fort Leslie J. McNair in Washington, D. C. We lived there for about 6 months or so and then my husband and I moved to Abell, St. Mary's County, Maryland, and lived together until about February, 1952, when he was sent overseas. During the time that he was overseas I remained at Abell, St. Mary's County, Md. My husband returned from overseas duty and was discharged from the Army in February of 1953 and he and I lived at Abell, St. Mary's County, Maryland. When my husband returned from overseas duty and we resumed living together, we did not get along very well and both of us soon realized that we could not make a go of our marriage. So in April, 1953, we decided and agreed to live separate and apart and he left our home at Abell, St. Mary's County, Maryland, I would say, about the middle of April, 1953, and went to Fredericksburg, Virginia, which was his home town. My husband and I did not enter into a written separation agreement as we decided it was not necessary to do so because we had no children born of the marriage and I was willing to support myself without any help from him.

7. Have you lived with your husband as man and wife since you voluntary separated in 1953.
A. No sir.

8. Do you consider that the separation of you and your husband is beyond any reasonable hope of reconciliation and if not, why.
A. There is definitely no hope of reconciliation. I tried to make a go of my marriage and so did my husband, but we just could not get along together and for the good of us both, we agreed on separating in a peaceful manner.

9. Were there any children born of this marriage?
A. No.

10. What has been your conduct since the separation of you and your husband?
A. I have lived a good, clean and decent life.

In answer to the general interrogatory propounded by the Examiner, the witness answered "no".

/S/ MARY TERESA JONES
WITNESS

/S/ OLIVER R. GUYTHER
EXAMINER

Annie K. Murphy, a witness of lawful age, who being produced before me and by me duly sworn, testified as follows to the following interrogatories propounded:

1. State your name, age, residence and occupation.

A. Annie K. Murphy, 35 yrs., Avenue, St. Mary's County, Maryland, Merchant.

2. Do you know Mary Teresa Jones and Jess Willard Jones, her husband, the parties to this suit, and if so, where do they reside?
A. Yes, I know both Mary Teresa Jones and Jess Willard Jones. I have known Mary Teresa Jones ever since she was a child and I have known Jess Willard Jones since March 20th, 1951, when they were married. Mary Teresa Jones lives at Abell, St. Mary's County, Maryland with her mother and has lived continuously in St. Mary's County since the latter part of 1951. Jess Willard Jones lives in Fredericksburg, Virginia and has lived there since he and Mary Teresa separated in April of 1953.

3. When and where were Mary Teresa Jones and Jess Willard Jones married?
A. I was not at the wedding but I have been informed that they were married on March 20th, 1951, at Fort Leslie J. McNair in Washington, D. C.

4. Are they now living together as man and wife, and if not, state when they separated.
A. They are not living together as man and wife, they separated sometime in April, 1953.

5. State the circumstances leading up to and surrounding the separation.
A. After Jess Willard Jones returned from overseas in the Army and he and Teresa again resumed their married life at Abell, Maryland, I noticed they were not getting along too well together. Jess came back from overseas and was discharged from the Army sometime in February of 1953. On the day that they separated, it was in April, 1953, Jess came to me and asked me to take him to Leonardtown to catch the bus as he and Teresa had decided to separate. I brought him over to Leonardtown and he caught the bus going to Washington, D. C. On the way over from Avenue, Md. to Leonardtown, Jess told me that he was going back to Fredericksburg, Virginia, his home, to go to work.

6. Were there any childred born of the marriage?
A. No.

7. Do you consider that the separation of Teresa and Jess is beyond any hope of reconciliation.
A. Yes, I think definitely there is no hope of reconciliation. They have nothing in common and in my way of thinking they do no not love each other any more.

8. Has Teresa and Jess lived together as man and wife since the separation of April, 1953?
A. Not to my knowledge. I have seen Teresa very frequently since she and her husband separated and I have never seen him with her. I know that since the separation, Teresa has been living with her mother at Abell, Maryland

9. What has been the conduct of Teresa since the separation?
A. In my opinion, her conduct has been above reproach.

In answer to the general interrogatory propounded by the Examiner, the witness answered "no".

/S/ ANNIE K. MURPHY
WITNESS

/S/ OLIVER R. GUYTHER
EXAMINER

Martha E. Owens, a witness of lawful age, who being produced before me and by me duly sworn, testified as follows to the following interrogatories propounded:

1. State your name, age, residence and occupation.

A. Martha E. Owens, 54 yrs., Abell, St. Mary's County, Maryland, none.

2. Do you know the parties to this suit and how long have you known them?
A. Yes. Mary Teresa Jones is my daughter and Jess Willard Jones is her husband. I have known Jess since he married my daughter in March, 1951. My daughter lives with me at Abell, St. Mary's County, Maryland, and has lived at Abell since the latter part of 1951. Jess Willard Jones lives in Fredericksburg, Virginia, his home town.

3. When and where were Mary Teresa Jones and Jess Willard Jones married?
A. They were married on March 20th, 1951, at Fort Leslie J. McNair in Washington, D. C.

4. Are they living together as man and wife, and if not, state when they separated.
A. They are not living together as man and wife. They separated, I would say, about the middle of April, 1953.

5. State the circumstances leading up to and surrounding the separation.
A. When Jess returned from overseas and was discharged from the Army in February, 1953, he and Teresa resumed their married life living at my home at Abell. In fact they were living at my home at the time he was sent overseas and while he was away Teresa remained living at my home. After he returned, I noticed that he and Teresa did not get along very well together and they decided to separate. This was about the middle of April, 1953. I was present when Teresa and Jess agreed to separate and each live their lives in their own way. The separation occurred in my home at Abell. After the agreement to separate, Jess packed up his clothes and got Annie Murphy to take him to the bus in Leonardtown and he went on back to his home in Fredericksburg, Virginia.

6. Has Teresa lived with Jess as man and wife since the separation.
A. No. Teresa has lived with me since the separation and I know that she and Jess have not lived together as man and wife. I have seen Jess since the separation because he has come to visit me several times.

7. Were there any children born of the marriage?
A. No.

8. Do you feel that there is any hope of a reconciliation of the parties of this marriage?
A. No, because Teresa and Jess just can't get along together. They have no children to bind them together and I feel that they do not love each other and that they did the wise thing in agreeing to separate in a friendly way.

9. What has been the conduct of Teresa since the separation?
A. Good.

In answer to the general interrogatory propounded by the Examiner, the witness replied, "I don't think so".

/S/ MARTHA E. OWENS
WITNESS

OLIVER R. GUYTHER /S/
EXAMINER

IN EQUITY A-815

No other witnesses having been produced before me, I then at the request of the attorney for the Plaintiff close the deposition and herewith return the same to this Honorable court under my hand and seal.

Witness my hand and seal this 6th. day of July, 1956.

/S/ OLIVER R. GUYTHER
Oliver R. Guyther, Examiner

Costs:

Examiner's fee of $10.00 Paid

DECREE OF ABSOLUTE DIVORCE
(Filed Jul. 20, 1956

The above cause standing ready for hearing and being submitted without argument, the proceedings were carefully read and considered by the Court.

It is thereupon this 19th day of July, 1956, by the Circuit Court for Saint Mary's County, Maryland, in Equity, ADJUDGED, ORDERED and DECREED that the above Plaintiff, Mary Teresa Jones, be and she is hereby divorced A VINCULO MATRIMONII from the above Defendant, Jess Willard Jones.

And it is further ADJUDGED, ORDERED and DECREED that the above Plaintiff, Mary Teresa Jones, pay the cost of these proceedings.

/S/ J. DUDLEY DIGGES
J. Dudley Digges, Judge

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

Grace V. Kane	*	IN EQUITY NO. A-824
Plaintiff	*	
vs	*	
Leslie Ridell, Arthur G. Ridell, Clinton Ridell, Margaret D. Baughan, Dorothy Harris	*	
Defendants	*	

BILL OF COMPLAINT FOR SALE OF REAL ESTATE FOR PURPOSES OF PARTITION
(Filed Jun. 12, 1956)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining says:

First: That William Henry Miller, deceased, was in his life time and at the time of his death seized and possessed, in fee simple, absolutely of all those tracts or parcels of land situate, in the Seventh Election District of Saint Mary's County, Maryland, more particularly designated as Lots 11, 12, 13, 14, 31, 32, 33, 34, 35, 36, 37, and 38, in Block No. 11, in the Sub-division of Land called and known as "Point Blackistone ". Said land being conveyed to the said William Henry Miller, by the following deeds; From Jennie S. Blackistone, widow, that is to say: Deed dated July 27, 1934, and recorded in Liber J.M.M. No. 9, folio 160; Deed dated July 15, 1935, and recorded in Liber J.M.M. No. 9, folio 351; Deed dated July 31, 1935, and recorded in Liber J.M.M. No. 9, folio 352, all being Land Records of Saint Mary's County, Maryland, certified copies of said deeds being herewith filed as parts hereof, marked Plaintiff's Exhibit A.B. and C. respectively; also all those tracts or parcels of land situate as aforesaid, and designated as Lots 36, 37, 38, 39 and 40, in Block No. 9, of the Sub-division known as "Point Blackistone", said real estate being conveyed to the said William H. Miller, by deed from Jennie S. Blackistone, widow, et al, by deed dated July 27, 1936, and recorded in Liber J.M.M.No.10, folio 164, one of the Land Records of Saint Mary's County, Maryland, a certified copy of said deed being herewith filed as part hereof, marked Plaintiff's Exhibit D.

Second: That being so seized the said William Henry Miller, departed this life on September 17, 1947, leaving a last will and testament, duly executed to past real estate in this state, which said will has been admitted to probate by the Orphan's Court for Saint Mary's County, Maryland, and is now of record in the office of the Register of Wills of the same, in wills Liber R.G.C. No. 1, Folio 111, a certified copy of said will being herewith filed as part hereof, marked Plaintiff's Exhibit E.

Third: That by said will the said William Henry Miller, devised the said real estate to his wife, Ethel R. Miller, absolutely, all of which will more fully appear by reference to said will filed as aforesaid as exhibit in this case.

Fourth: That the said Ethel R. Miller, now deceased was in her life time and at the time of her death seized and possessed, in fee simple, absolutely in addition to the tracts or parcels of land above described, and devised to her as aforesaid by the Last Will and Testament of William Henry Miller, of additional tracts or parcels of land situate in the Seventh Election District of Saint Mary's County, Maryland, designated as Lots 7, 8, 9, and 10 in Block No. 11, which was conveyed to the said Ethel R. Miller, by deed from Jennie S. Blackistone, widow, dated June 10, 1935, and recorded in Liber J.M.M. No.9, folio 350, one of the Land Records of Saint Mary's County, Maryland, the certified copy of said deed being herewith filed as part hereof, marked Plaintiff's Exhibit F.

Fifth: That being so seized the said Ethel R. Miller, departed this life on the 13th day of December, in the year 1951, in testate, and leaving surviving her as her heirs at law and next of kin, the following persons all being of full legal age and residing at the addresses herein set forth.

First: Your Orator, Grace V. Kane, who resides at 720 Somerset Place, Hyattsville, Maryland, a sister of said deceased.

Second: A brother, Arthur G. Ridell, who resides at 2112 Rosewood Avenue, Richmond, Virginia.

Third: A brother, Clinton Ridell,who resides at 527 Northside, Richmond, Virginis.

Fourth: A brother, Leslie Ridell, who resides at 2923 Dunbarton Road, Richmond, Virginia.

Fifth: A sister, Margaret D. Baughan, who resides at 851 South Florida Avenue, Lakeland, Florida.

Sixth: A niece, Dorothy Harris, who resides at 36 Summit Avenue, Cedar Grove, New Jersey.

All of said heirs at las of the said Ethel R. Miller, being seized in fee simple, as tenants in common of above described real estate.

Sixth: That said real estate which consists of un-improved land is not susceptible of partition, without material loss and injury to the parties entitled to interest therein as above stated, and that in order to make division of said interests it will be necessary that said real estate be sold and the proceeds thereof divided among the parties according to their several interest.

To the end therefore,

First: That a decree may be passed for the sale of said real estate.

Second: That the proceeds of said sale may be distributed between the parties hereto, Plaintiff and defendants, according to their respective rights and interests.

Third: That your orator, may have such other and further relief that her case may require.

/S/ JOHN H. T. BRISCOE
Solicitor for Plaintiff

COPY OF LAST WILL AND TESTAMENT
OF
WILLIAM HENRY MILLER
(Filed Jun. 12, 1956)

Filed
Dec. 18, 1947
Theodore Cogswell
Reg. of Will, D. C.
Clerk of Probate Court

I, William Henry Miller, of the City of Washington, District of Columbia, do make, publish and declare this my last will and testament, hereby revoking all former or other wills and testamentary dispositions by me at any time heretofore made.

Item 1. I direct the payment of all my just debts and funeral expenses.

Item 2. I give, devise and bequeath all of my estate of any character whatsoever, whether real, personal or mixed, including any real estate now owned or hereafter acquired by me, to my wife, Ethel R. Miller, absolutely and in fee simple.

IN EQUITY A-824

Item 3. In the event that my wife shall predecease me, then I give, devise and bequeath all of my estate of any character whatsoever, whether real, personal or mixed, including any real estate now owned or hereafter acquired by me, to my nephew, Charles Ebersoldt, of Venice, Illinois, and my wife's nephew, John F. Kane, Jr., of Washington, D. C. equally and share and share alike.

Item 4. I hereby nominate, constitute and appoint my wife, Ethel R. Miller, executrix of this my last will and testament; and I direct that she be exempt from giving surety or surities upon her official bond as such executrix.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at the City of Washington, District of Columbia, this 14th day of October, 1946.

/S/ WILLIAM HENRY MILLER (SEAL)

Signed, sealed, published and declared by William Henry Miller, the above named testator, at the time and place aforesaid, as and for his last will and testament, in the presence of us, the undersigned, who at his request, in his presence, and in the presence of each other, do hereby sign our names as attesting witnesses, at the City of Washington, District of Columbia, this 14th day of October, 1946.

Name	Address
S. Raymond Graves	1660 Lanice Pl., N.W., Wash., D.C.
John C. Pyles, Jr.	1301 Floral St., N.W., Washington, D.C.
Gladys M. Rinker	1713 West Virginia Ave., N.E. #4

DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA
HOLDING PROBATE COURT

Filed
Dec., 18, 1947
Theodore Cogswell
Reg. of Wills, D.C.

District of Columbia, to wit:

On this 18th day of December, A.D. 1947, personally appeared A. T. Smith who on oath says that he does not know of any will or codicil of William Henry Miller late of said District, deceased, other than the instrument of writing hereunto annexed dated October 14, 1946; that he received the same from Jack Pyle, City Bank, 9th and Massachusetts Avenue, for filing and that said William Henry Miller died on or about the 17th day of September, 1947.

A. T. Smith
Address City Bank.

Sworn to and subscribed before me
on the day aforesaid
Melvin Marques
Deputy Reg. Of Will, D. C.

DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA
HOLDING PROBATE COURT

District of Columbia, to wit:

On the 19th day of December, A.D., 1947, personally appeared S. Raymond Graves, John C. Pyles, Jr. and Gladys M. Rinker, who on oath say that they are all of the subscribing witnesses to the aforegoing paper writing dated the 14th day of October, A.D. 1946, purporting to be the last will and testament of William Henry Miller, deceased, late of the District of Columbia, that the testator therein named signed said will in their presence; that said Testator published, pronounced and declared the same to be his last will and testament; that at the time of so doing said Testator was, to the best of affiants apprehension of sound and disposing mind, and capable of executing a valid deed or contract; and that affiants named as witnesses to the aforesaid Will were signed in the presence and at the request of Testator and in the presence of each other.

S. Raymond Graves
1660 Lanice Pl., N. W.
John C. Pyles, Jr.
1301 Floral St., N. W.
Gladys M. Rinker
1713 W. Va. Ave., N.E. #4

Sworn to and Subscribed
before me on the day aforesaid
Melvin Marques
Deputy Reg. Of Wills, D. C.
Ex. E

State of Maryland (Filed Jun. 12, 1956)

St. Mary's County, S.S.

I, Rosalie G. Clarke, Register of Wills, and by law, Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of St. Mary's County, do hereby certify that the aforegoing is a trus and full copy of the Certified Copy of Last Will and Testament of William Henry Miller, late of said County, deceased, taken from Wills Record, Liber R.G.C. 1, Folio 111 kept in the office of Register of Wills for St. Mary's County.

In Testimony whereof, I hereunto subscribe my name and affix the Seal of said Court and Office this 18th day of July In the year of our Lord nineteen hundred and fifty-five.

/S/ ROSALIE G. CLARKE
Register of Wills for St. Mary's
County, Maryland

BILL
(Filed Jun. 12, 1956)
Office of
REGISTER OF WILLS OF ST. MARY'S COUNTY, MARYLAND

Mr. John H. T. Briscoe, Atty.
William Henry Miller Estate
To Rosalie G. Clarke, Register

1955 July 18	To Certified Copy of Last Will and Testament of William Henry Miller, deceased	$5.50

ORDER OF PUBLICATION AGAINST NON RESIDENTS
(Filed Jun. 12, 1956)

The object of this suit is to procure a decree for the sale of certain real estate in St. Mary's County, Maryland of which William Henry Miller and Ethel R. Miller ded seized and possessed.

The Bill, in substance, states that William Henry Miller, deceased, was in his lifetime seized and possessed of Lots 13, 14, 31, 32, 33, 34, 35, 36, 37, and 38 in Block No. 11, and Lots 36, 37, 38, 39 and 40 in Block No. 9, all of said lots being in the subdivision known as Point Blackistone, in the Seventh Election District of St. Mary's County, Maryland; that the said William Henry Miller devised said land to his wife, Ethel R. Miller, who died intestate, seized and possessed of said land, and also seized and possessed of Lots 7, 8, 9, and 10 in Block No. 11 of said Subdivision, known as Point Blackistone; that the said Ethel R. Miller left surviving her as her heirs and law and next of kin, the following persons, all being of full legal age, that is to say:- Grace V. Kane, the plaintiff, residing at 720 Somerset Place, Hyattsville, Md.; Arthur G. Ridell, residing at 2112 Rosewood Avenue, Richmond, Va.; Clinton Ridell, residing at 2923 Dunbarton Road, Richmond, Va.; Margaret D. Baughan, residing at 851 South Florida Avenue, Lakeland, Florida; Dorothy Davis, residing at 36 Summit Avenue, Cedar Grove, New Jersey; that said real estate, consisting of unimproved land, is not susceptible of partition, without material loss and injury to the parties entitled to interests therein, and that in order to make division of said interests it will be necessary that the said real estate be sold and the proceeds thereof divided.

It is thereupon this 12th day of June, 1956, by the Circuit Court for St. Mary's County, Maryland, in Equity, ORDERED that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in St. Mary's County, Maryland, once in each of four successive weeks before the 9th day of July 1956, give notice to the said absent defendants of the object and substance of this bill, warning them to appear in this Court, in person or by solicitor, on or before the 25th day of July 1956, next, to show cause, if any they have, why a decree ought not to be passed as prayed.

/S/ C. BENEDICT GREENWELL
Clerk of the Circuit Court for St. Mary's County, Maryland.

(Certificate of Publication* see page 201)

EXHIBIT A
(Filed Jun 13, 1956)

DEED

U.S.I.R. Stamp :
$0.50 : THIS DEED, Made this 27th day of July, in the year one thousand nine hundred and
Cancelled : thirty-four, by Jennie S. Blackistone, Widow, of Caroline County, in the State of
..... Maryland, and County Corporation of Maryland, a Body Corporate of said State of Maryland, the said Body Corporate uniting herein for the purpose of releasing all liens now held by it against the land hereby conveyed and hereinafter described, and for no other purpose whatsoever.

Witnesseth, That for and in consideration of the sum of ten Dollars ($10), paid the said Jennie S. Blackistone by William H. Miller of the receipt of which said sum is hereby acknowledged, and of the covenants and agreements of the said William H. Miller as hereinafter set forth, the said Jennie S. Blackistone does hereby grant and convey, and the said County Corporation of Maryland, does hereby release and quit claim, to and unto the said William H. Miller, married, his heirs and assigns, in fee simple, the following described lands and premises; with the improvements, easements and appurtenances thereto belonging, situate, lying and being on or near the Potomac River, in St. Mary's County and State of Maryland, which in a Sub-division made by Louis H. Steffens, Surveyor, and known as "Point Blackistone", as per plat thereof duly recorded among the Land Records of said St. Mary's County, in Liber J.M.M. No. 5, folio 97, etc., designated as being:

Lots numbered thirty-five (35) thirty-six (36) thirty-seven (37) and thirty-eight (38) block eleven (11)

The land hereby conveyed being a part of an entire lot, tract or parcel of land formerly called and known as "Colton's Point", and more recently called and known as "Point Blackistone", which was originally conveyed to the said Jennie S. Blackistone by Deed from Annie Isabell Pomfret and Davis M. Pomfret, her husband, dated the 31st day of March, in the year 1919, and duly Recorded among said Land Records in Liber E.B.A. No. 18, folio 63, etc.

To Have and to Hold the said Land and premises, with the said improvements, easements and appurtenances, unto and to use of the said William H. Hiller.

In Consideration of the execution of this Deed, the within Grantee, for himself and for his heirs and assigns, hereby covenant and agree with the within Grantors, their successors and assigns (it being understood and agreed that such covenants and agreements run with the land), as follows, namely:

1. That neither the land herein before granted, nor any part thereof, nor any interest, right, title or privilege therein or thereto shall ever be sold, rented, leased to, used or occupied by any person or persons not of the Caucasian race.

2. That no structure shall be erected upon the said land, or any part thereof, except for residential purposes, provided that a garage may be erected on the rear of said premises. And provided, further, that said land may be used for business purposes, only upon the written approval of the said Grantor.

3. That all building plans shall be approved by the said Grantor.

4. That no residence, with garage, whall be erected except upon at least two residential lots; that no residence shall be built within fifteen (15) feet of any street line, except porches or bay-windows attached thereto, which may not extend more than eight (8) feet nearer said street line; that no building shall project nearer than five (5) feet to the side line of an abutting lot; that in case of the waterfront lots, any residence erected shall have inside toilet connected with a septic tank, or provided with such other sanitary disposal plant as may be approved by the within Grantors.

5. All of the foregoing restrictions, with the exception of that contained in the foregoing sub-paragraph 1 hereof, which shall be perpetual, shall remain in force until July 31, 1944, and shall then automatically renew, remain and continue in force for subsequent ten-year periods thereafter, unless the record owners of a majority of the land in the aforegoing sub-division shall, at least six (6) months prior to the expiration of any such ten-year period, by instrument in writing duly filed for record in the Land Records of said Saint Mary's County, agree to a change in or an abrogation of any of said restrictions.

6. That the within Grantee accept and take said land subject to the foregoing restrictions and limitations, which shall be binding upon the land herein conveyed, and a breach or violation of any of which may be enjoined and the same enforced at the suit of the Grantors, their successors and assigns (assigns including any person deriving title mediately or immediately from aid Grantors to any lot or block, or part of a lot or block, in the foregoing sub-division), or in any manner provided by law.

And the said Jennie S. Blackistone does hereby covenant to warrant specially the property hereby conveyed, and to execute such further assurances of said land as may be requisite.

As Witness the hand and seal of the said Jennie S. Blackistone and the hand of Hooper S. Miles, President of the County Corporation of Maryland, and the Corporate Seal thereof, duly attested by the hand of H. Gordon Kitchen, Assistant Secretary thereof.

Test: Mary E. Alburger — Jennie S. Blackistone (Seal)
Test: (Corp) (Seal) — County Corporation of Maryland
H. Gordon Kitchen — a Body Corporate,
Assistant Secretary — By Hooper S. Miles
President

State of Maryland, Caroline County, to wit:

I hereby certify that on this 27th day of July in the year 1934, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County, aforesaid, personally appeared Jennie S. Blackistone and duly acknowledged the aforegoing Deed to be her act.

As Witness my hand and Notarial Seal.

(N.P.) (Seal) Mary E. Alburger
Notary Public

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 31st day of July, in the year 1934, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Hooper S. Miles, President of County Corporation of Maryland, a Body Corporate, and duly acknowledged the aforegoing Deed to be the act and Deed of said Body Corporate

As Witness my hand and Notarial Seal.

(N.P.) (Seal) H. Ann T. Watters
Notary Public

Received this 11th day of March, 1935, at 1:40 O'Clock P. M. for record. Same day recorded and examined per me.

Joseph M. Mattingly,
Clerk

Recording $ 2.50 Paid. Delivered to William H. Miller 3-26-35 per mail.

EXHIBIT B
(Filed Jun. 13, 1956)

DEED

U.S.I.R. STAMP : THIS DEED, Made this 27th day of July, in the year one thousand nine hundred and
$0.50 : thirty-36, by Jennie S. Blackistone, Widow, of Caroline County, in the State of
Cancelled : Maryland, and County Corporation of Maryland, a Body Corporate of said State of
....: Maryland; the said Body Corporate uniting herein for the purpose of releasing all liens now held by it against the land hereby conveyed and hereinafter described, and for no other purpose whatsoever.

Witnesseth, That for and in consideration of the sum of Ten Dollars ($10.00), paid the said Jennie S. Blackistone by William H. Miller of Washington, D. C., the receipt of which said sum is hereby acknowledged, and of the covenants and agreements of the said William H. Miller as hereinafter set forth, the said Jennie S. Blackistone does hereby grant and convey, and the said County Corporation of Maryland, does hereby release and quit claim, to and unto the said William H. Miller, his heirs and assigns, in fee simple, the following described lands and premises; with the improvements, easements and appurtenances thereto, belonging, situate, lying and being on or near the Potomac River, in St. Mary's County, and State of Maryland, which in a Sub-division made by Louis H. Steffens, Surveyor, and known as "Point Blackistone", as per plat thereof duly recorded among the Land Records of said St. Mary's County, in Liber J.M.M. No. 5, folio 97, etc., designated as being:

Lots number thirty-six (36), thirty-seven (37), thirty-eight (38), thirty-nine (39), and Forty (40) in block number nine (9).

The land hereby conveyed being a part of an entire lot, tract or parcel of land formerly called and known as "Colton's Point", and more recently called and known as "Point Blackistone", which was originally conveyed to the said Jennie S. Blackistone by Deed from Annie Isabell Pomfret and David M. Pomfret, her husband, dated the 31st day of March, in the year 1919, and duly Recorded among said Land Records in Liber E. B. A. No. 18, folio 63, etc.

To Have and to Hold the said land and premises, with the said improvements, easements and appurtenances, unto and to use of the said William H. Miller

In Consideration of the execution of this Deed, the within Grantee, for himself and for his heirs and assigns, hereby covenant and agree with the within Grantors, their successors and assigns (it being understood and agreed that such covenants and agreements run with the land), as follows, namely:

1. That neither the land herein before granted, nor any part thereof, nor any interest, right, title or privilege therein or thereto shall ever be sold, rented, leased to, used or occupied by any person or persons not of the Caucasian race.

2. That no structure shall be erected upon the said land, or any part thereof, except for residential purposes, provided that a garage may be erected on the rear of said premises. And provided, further, that said land may be used for business purposes, only upon the written approval of the said Grantor.

3. That all building plans shall be approved by the said Grantor.

4. That no residence, with garage, shall be erected except upon at least two residential lots: that no residence shall be built within fifteen (15) feet of any street line, except porches or bay-windows attached thereto, which may not extend more than eight (8) feet nearer said street line; that no building shall project nearer than five (5) feet to the side line of an abutting lot; that in case of the waterfront lots, any residence erected shall front toward the water; that every residence shall have inside toilet connected with septic tank, or provided with such other sanitary disposal plant as may be approved by the within Grantors.

5. All of the firegoing restrictions, with the exception of that contained in the foregoing sub-paragraph 1 hereof, which shall be perpetual, shall remain in force until July 31, 1944, and shall then automatically renew, remain and continue in force for subsequent ten-year periods thereafter, unless the record owners of a majority of the land in the aforesaid sub-division shall at least six (6) months prior to the expiration of any such ten-year period, by instrument in writing duly filed for record in the Land Records of said Saint Mary's County, agree to a change in or an abrogation of any of said restrictions.

6. That the within Grantee accept and take said land subject to the foregoing restrictions and limitations, which shall be binding upon the land herein conveyed, and a breach or violation of any of which may be enjoined and the same enforced at the suit of the Grantors, their successors and assigns (assigns including any person deriving title mediately or immediately from aid Grantors to any lot or block, or part of a lot or block, in the foregoing sub-division), or in any manner provided by law.

And the said Jennie S. Blackistone does hereby covenant to warrant specially the property hereby conveyed, and to execute such further assurances of said land as may be requisite.

As Witness the hand and seal of the said Jennie S. Blackistone and the hand of Hooper S. Miles, President of the County Corporation of Maryland, and the Corporate Seal thereof, duly attested by the hand of H. Gordon Kitchen, Assistant Secretary thereof.

Test: Evelyn G. Farrant — Jennie S. Blackistone (Seal)

Test:
H. Gordon Kitchen (Corp) County Corporation of Maryland,
Assistant Secretary (Seal) a Body Corporate,
By Hooper S. Miles
President

IN EQUITY NO. A-824

State of Maryland, Caroline County, to wit:

I hereby certify that on this 31st day of July in the year 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Jennie S. Blackistone and duly acknowledged the aforegoing Deed to be her act.

As Witness my hand and Notarial Seal.

(N.P.) (Seal) Evelyn G. Farrant
Notary Public

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 6th day of August, in the year 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Hooper S. Miles, President of County Corporation of Maryland, a Body Corporate, and duly acknowledged the aforegoing Deed to be the act the Deed of said Body Corporate.

As Witness my hand and Notarial Seal.

My Commission Expires May 3, 1937. (N.P.) (Seal) J. Dal Rogers
Notary Public.

Received this 18th day of March, 1937, at 10:55 o'clock A. M. for record. Same day recorded and examined per me.

Recording $2.50 Paid. Delivered to William H. Miller 3-29-37 per mail.

Joseph M. Mattingly,
Clerk,

Exhibit C
(Filed Jun. 13, 1956)

DEED

U.S.I.R. Stamp: $0.50 Cancelled : THIS DEED, Made this 31st day of July, in the year one thousand nine hundred and thirty-five, by Jennie S. Blackistone, Widow, of Caroline County, in the State of Maryland, and County Corporation of Maryland, a Body Corporate of said State of Maryland; the said Body Corporate uniting herein for the purpose of releasing all liens now held by it against the land hereby conveyed and hereinafter described, and for no other purpose whatsoever.

Witnesseth, That for and in consideration of the sum of ten Dollars ($10), paid the said Jennie S. Blackistone by William H. Miller of Washington, D. C., the receipt of which said sum is hereby acknowledged, and of the covenants and agreements of the said William H. Miller as hereinafter set forth, the said Jennie S. Blackistone does hereby grant and convey, and the said County Corporation of Maryland, does hereby release and quit claim, to and unto the said William H. Miller, married, his heirs and assigns, in fee simple, the following described lands and premises; with the improvements, easements and appurtenances thereto belonging, situate, lying and being on or near the Potomac River, in St. Mary's County, and State of Maryland, which in a Sub-division made by Louis H. Steffens, Surveyor, and known as "Point Blackistone", as per plat thereof duly recorded among the Land Records of said St. Mary's County, in Liber J.M.M. No. 5, folio 97, etc., designated as being:

Lots thirteen (13) fourteen (14) & thirty-one (31) thirty-two (32) in block number eleven (11)

The Land hereby conveyed being a part of an entire lot, tract or parcel of land formerly called and known as "Colton's Point", and more recently called and known as "Point Blackistone", which was originally conveyed to the said Jennie S. Blackistone by Deed from Annie Isabell Pomfret and David M. Pomfret, her husband, dated the 31st day of March, in the year 1919, and duly Recorded among said Land Records in Liber E. B.A. No. 18, folio 63, etc.

To Have and to Hold the said land and premises, with the said improvements, easements and appurtenances, unto and to use of the said William H. Miller

In Consideration of the execution of this Deed, the within Grantee, for himself and for his heirs and assigns, hereby covenant and agree with the within Grantors, their successors and assigns (it being understood and agreed that such covenants and agreements run with the land,) as follows, namely:

1. That neither the land herein before granted, nor any part thereof, nor any interest, right, title or privilege therein or thereto shall ever be sold, rented, leased to, used or occupied by any person or persons not of the Caucasian race.

2. That no structure shall be erected upon the said land or any part thereof, except for residential purposes, provided that a garage may be erected on the rear of said premises. And provided, further, that said land may be used for business purposes, only upon the written approval of the said Grantor.

3. That all building plans shall be approved by the said Grantor.

4. That no residence, with garage, shall be erected except upon at least two residential lots; that no residence shall be built within fifteen (15) feet of any street line, except porches or bay-windows attached thereto, which may not extend more than eight (8) feet nearer said street line; that no building shall project nearer that (5) feet to the side line of an abutting lot; that in case of the water front lots, any residence erected shall front toward the water; that every residence shall have inside toilet connected with septic tank, or provided with such other sanitary disposal plant as may be approved by the within Grantors.

5. All of the foregoing restrictions, with the exception of that contained in the foregoing sub-paragraph 1 hereof, which shall be perpetual, shall remain in force until July 31st, 1944, and shall then automatically renewm remain and continue in force for subsequent ten-year periods thereafter, unless the record owners of a majority of the land in the aforesaid sub-division shall, at least six (6) months prior to the expiration of any such ten-year period, by instrument in writing duly filed for record in the Land Records of said Saint Mary's County, agree to a change in or an abrogation of any of said restrictions.

6. That the within Grantee accept and take said land subject to the foregoing restrictions and limitations, which shall be binding upon the land herein conveyed, and a breach or violation of any of which may be enjoined and the same enforced at the suit of the Grantors, their successors and assigns (assigns including any person deriving title mediately or immediately from aid grantors to any lot or block, or part of a lot or block, in the foregoing sub-division), or in any manner provided by law.

And the said Jennie S. Blackistone does hereby covenant to warrant specially the property conveyed, and to execute such further assurances of said land as may be requisite.

As Witness the hand and seal of the said Jennie S. Blackistone and the hand of Hooper S. Miles, President of the County Corporation of Maryland, and the Corporate Seal thereof, duly attested by the hand of H. Gordon Kitchen, Assistant Secretary thereof.

Test:
Mary Joiner
Jennie S. Blackistone (Seal)

Test:
H. Gordon Kitchen
Assistant Secretary
(Corp) (Seal)
County Corporation of Maryland,
a Body Corporate,
By Hooper S. Miles
President

State of Maryland, Caroline County, to wit:

I hereby certify that on this 3rd day of August, in the year 1935, before me, the subscriber, a Notary Public of the State of Maryland, in and for Caroline County aforesaid, personally appeared Jennie S. Blackistone and duly acknowledged the aforegoing Deed to be her act.

As Witness my hand and Notarial Seal.

(N.P.) Mary Joiner
(Seal) Notary Public.

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 13th day of August, in the year 1935, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Hooper S. Miles, President of County Corporation of Maryland, a Body Corporate, and duly acknowledged the aforegoing Deed to be the act and Deed of said Body Corporate.

As Witness my hand and Notarial Seal.

(N.P.) Cecil M. Stigile
(Seal) Notary Public.

Received this 26th. day of November 1935, at 2:45 o'clock P. M. for record. Same day recorded and examined per me.
Recording $2.50 Paid. Delivered William H. Miller 12-20-35 per mail.

Joseph M. Mattingly
Clerk.

EXHIBIT D
(Filed Jun 13, 1956)
DEED

U.S.I.R. STAMP : THIS DEED, Made this 15th day of July, in the year one thousand nine hundred and
$0.50 : thirty-five, by Jennie S. Blackistone, Widow, of Caroline County, in the State of
Cancelled : Maryland, and County Corporation of Maryland, a Body Corporate of said State of
.....: Maryland; the said Body Corporate uniting herein for the purpose of releasing all liens now held by it against the land hereby conveyed and hereinafter described, and for no other purpose whatsoever.

Witnesseth, That for and in consideration of the sum of ten Dollars ($10), paid the said Jennie S. Blackistone by William H. Miller of Washington, D. C., the receipt of which said sum is hereby acknowledged, and of the covenants and agreements of the said William H. Miller as hereinafter set forth, the said Jennie S. Blackistone does hereby grant and convey, and the said County Corporation of Maryland, does hereby release and quit claim, to and unto the said William H. Miller, married, his heirs and assigns, in fee simple, the following described lands and premises; with the improvements, easements and appurtenances thereto belonging, situate, lying and being on or near the Potomac River, in St. Mary's County and State of Maryland, which in a Sub-division made by Louis H. Steffens, Surveyor, and known as "Point Blackistone", as per plat thereof duly recorded among the Land Records of said St. Mary's County, in Liber J.M.M. No. 5, folio 97, etc., designated as being:

Lots eleven (11) twelve (12) thirty-three (33) thirty-four (34) in block eleven (11)

The land hereby conveyed being a part of an entire lot, tract or parcel of land formerly called and known as "Colton's Point", and more recently called and known as "Point Blackistone", which was originally conveyed to the said Jennie S. Blackistone by Deed from Annie Isabell Pomfret and David M. Pomfret, her husband, dated the 31st day of March, in the year 1919, and duly Recorded among said Land Records in Liber E. B. A. No. 18, folio 63, etc.

To Have and to Hold the said land and premises, with the said improvements, easements and appurtenances, unto and to use of the said William H. Miller.

In Consideration of the execution of this Deed, the within Grantee for himself and for his heirs and assigns, hereby covenant and agree with the within Grantors, their successors and assigns, (it being understood and agreed that such covenants and agreements run with the land), as follows, namely:

1. That neither the land herein before granted, nor any part thereof, nor any interest, right, title or privilege therein of thereto shall ever be sold, rented, leased to, used or occupied by any person or persons not of the Caucasian race.

2. That no structure shall be erected upon the said land, or any part thereof, except for residential purposes, provided that a garage may be erected on the rear of said premises. And provided, further, that said land may be used for business purposes, only upon the written approval of the said Grantor.

3. That all building plans shall be approved by the said Grantor.

4. That no residence, with garage, shall be erected except upon at least two residential lots; that no residence shall be built within fifteen (15) feet of any street line, except porches or bay-windows, attached thereto, which may not extend more than eight (8) feet nearer said street line; that no building shall project nearer than five (5) feet to the side line of an abutting lot; that in case of the waterfront lots, any residence erected shall front toward the water; that every residence shall have inside toilet connected with septic tank, or provided with such other sanitary disposal plant as may be approved by the within Grantors.

5. All of the foregoing restrictions, with the exception of that contained in the foregoing sub-paragraph 1 hereof, which shall be perpetual, shall remain in force until July 31, 1944, and shall then automatically renew, remain and continue in force for subsequent ten-year periods thereafter, unless the record owners of a majority of the land in the aforesaid sub-division shall, at least six (6) months prior to the expiration of any such ten-year period, by instrument in writing duly filed for record in the Land Records of said Saint Mary's County, agree to a change in or an abrogation of any of said restrictions.

6. That the within Grantee accept and take said land subject to the foregoing restrictions and limitations, which shall be binding upon the land herein conveyed, and a breach or violation of any of which may be enjoined and the same enforced at the suit of the Grantors, their successors and assigns (assigns including any person deriving title mediately or immediately from aid Grantors to any lot or block, or part of a lot or block, in the foregoing sub-division), or in any manner provided by law.

And the said Jennie S. Blackistone does hereby covenant to warrant specially the property hereby conveyed, and to execute such further assurances of said land as may be requisite.

As Witness the hand and seal of the said Jennie S. Blackistone and the hand of Hooper S. Miles, President of the County Corporation of Maryland, and the Corporate Seal thereof, duly attested by the hand of H. Gordon Kitchen, Assistant Secretary thereof.

Test:
Mary Joiner

Jennie S. Blackistone (Seal)

(Corp)
(Seal)

Test:
H. Gordon Kitchen
Assistant Secretary.

County Corporation of Maryland,
a Body Corporate,
By Hooper S. Miles
President.

State of Maryland, Caroline County, to wit:
I hereby certify that on this 3rd day of August in the year 1935, before me, the subscriber, a Notary Public of the State of Maryland, on and for Caroline County aforesaid, personally appeared Jennie S. Blackistone and duly acknowledged the aforegoing Deed to be her act.
As Witness my hand and Notarial Seal.

(N.P.) (Seal) Mary Joiner
Notary Public.

State of Maryland, Baltimore City, to wit:
I hereby certify that on this 13th day of August, in the year 1935, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Hooper S. Miles, President of County Corporation of Maryland, a Body Corporate, and duly acknowledged the aforegoing Deed to be the act and Deed of said Body Corporate.
As Witness my hand and Notarial Seal.

(N.P.) (Seal) Cecil M. Stigile
Notary Public.

Received this 26th day of November, 1935, at 2:45 O'clock P. M. for record.
Same day recorded and examined per me.

Joseph M. Mattingly,
Clerk.

Recording $2.50 Paid. Delivered William H. Miller, 12-20-35 per mail.

CERTIFICATE OF PUBLICATION

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND:
This is to certify that the appended ORDER OF PUBLICATION has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary's County, Maryland, once a week for 4 successive weeks prior to the 25th of July and that the first publication appeared in the issue of June 14, 1956.

Sara Brubacher

DECREE PRO CONFESSON

The defendants, all being non-residents of the State of Maryland, having been duly notified to appear and answer the allegations of the bill of complaint heretofor filed in this case, as will appear from the certificate of the publication of the order of publication heretofore filed in this case, and none of said defendants having filed an appearance or answer to said bill of complaint, although the time for so doing has elapsed.
It is thereupon, this 15th day of August, 1956, by the Circuit Court for St. Mary's County, Maryland, in Equity, ADJUDGED, ORDERED, AND DECREED that said bill of complaint be and the same is hereby taken pro confesso against said defendants, but because it does not certainly appear to what relief the plaintiff is entitled, it is further ADJUDGED, ORDERED AND DECREED that leave be granted to the plaintiff to take testimony before any one of the standing examiners of this Court to support the allegations of the bill of complaint.

/S/ J. DUDLEY DIGGES
Judge

EXAMINER'S RETURN OF TESTIMONY
(Filed Aug. 16, 1956)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Leave of Court having been obtained and notice having been given me by the Solicitor for the Complainant of a desire to take testimony, I. Oliver R. Guyther, a standing examiner of the Circuit Court for St. Mary's County, Md. in Equity, duly qualified and sworn, met on the 15th day of August, 1956 at 11:00 A.M. as the day and time and at the office of Oliver R. Guyther, Leonardtown, as the place for taking said testimony, at which last mentioned date, time and place, I attended and in the presence of the plaintiff, her attorney, proceeded to take the following interrogatories and the answers thereto.

/S/ OLIVER R. GUYTHER, Examiner
Oliver R. Guyther, Attorney
Examiner

Grace V. Kane, a witness of lawful age, being produced before me and by me duly sworn, testified as follows to the following interrogatories propounded.

1. State your name, age, residence and occupation?
Ans. Grace V. Kane, age over 21 yrs., 720 Somerset Place, Chillum Terrance, Hyattsville, Md., housewife.

2. You are the plaintiff in the above entitled case, are you not?
Ans. Yes.

3. Did you know Wm. Henry Miller and if you did, state whether he is living or dead?
Ans. I know, he was my brother-in-law, and he is dead.

4. Did the said Wm. Henry Miller at the time of his death own certain real estate in St. Mary's County, Md.?
Ans. He did.

I fiel herewith certified copies of deed.
Plaintiffs attorney herewith files with Examiner certified copies of deeds to Wm. Henry Miller marked plaintiff's Examiner's Exhibits A, B, C, & D.

5. Did the said Wm. Henry Miller leave a last Will and Testament?
Ans. He did.

Plaintiff's attorney herewith files with Examiner certified copy of last Will and Testament of the said Wm. Henry Miller marked plaintiff's examiner's exhibit E.

6. To whom did the said Wm. Henry Miller leave his real estate?
Ans. To his wife, Ethel R. Miller.

7. Is the said Ethel R. Miller living or dead?
Ans. Dead.

8. In addition to the real estate left the said Ethel R. Miller by the Will of her husband, the said Wm. Henry Miller, did she own in her own rights any other real estate in St. Mary's County?
Ans. Yes.

9. Plaintiff's attorney herewith files with examiner certified copy of deed to the said Ethel R. Miller marked plaintiff's examiner's exhibit F.

10. Did the said Ethel R. Miller leave a Will?
Ans. No, she left no Will.

11. Please state the name and addresses of the heirs at law of the said Ethel R. Miller? And state whether or not all of the heirs are of full legal age.
Ans. The heirs at law of the said Ethel R. Miller are all of full age, their names and addresses are as follows:
Myself, Grace V. Kane, 720 Somerset Place, Chillum Terrace, Hyattsville, Md.
Arthur G. Riddell, 2112 Rosewood Ave., Richmond, Va.
Clinton Riddell, 527 Northside, Richmond, Virginia
Leslie Riddell, 2923 Dunbarton Road, Richmond, Virginia
Margaret D. Baughan, 851 South Florida Ave., Lakeland, Florida, a niece.
Dorothy Harris 36 Summit Ave., Cedar Grove, New Jersey.
All the other heirs are brothers and sisters of the said Ethel R. Miller.

12. Please state whether or not the land of which the said Ethel R. Miller died seized and possessed is improved by any dwellings or buildings?
Ans. This property is unimproved.

13. State whether or not in your opinion it would be practical to divide this real estate among the heirs at law of the said Ethel R. Miller without material loss and injury to the said heirs? And give your reasons for your opinion.
Ans. I do not consider that it would be practical to divide this property into six parts, as in this case each heir would receive so small a portion that it would have no practical value and I am satisfied that the only fair way would be to sell the property and to divide the proceeds. A division of the property would be very hard owing to the fact that some of the lots are front lots and some are back lots and it would be almost impossible to make a fair division of same in six parts and some of the lots, naturally are not as valuable as the others.

In answer to the general interrogatory, propounded to the witness by the Examiner, the witness answered "No".

/S/ GRACE V. KANE
Witness

/S/
OLIVER R. GUYTHER, EXAMINER
Examiner

John R. Drury, Jr., a witness of lawful age, being produced before me and by me duly sworn, testified as follows to the following interrogatories propounded.

1. State your name, age, residence and occupation?
Ans. John R. Drury, age 26, Leonardtown, Maryland, Insurance and Real Estate.

2. Are you familiar with the real estate in the Seventh Election District of St. Mary's County, Md. of which the late Ethel R. Miller died seized and possessed?
Ans. I am.

3. Is this real estate improved or unimproved?
Ans. Unimproved.

4. State whether or not in your opinion it would be practical to divide this real estate among the six heirs at law of the said Ethel R. Miller without material loss and injury to the said heirs, and give your reason for your opinion.
Ans., I do not believe it would be practical to divide these lots into six parts as the proportion that each heir would receive would be too small for any practical value. I believe that the heirs would receive more if they had the property sold and the proceeds divided.

5. Please state your opinion as to the fair value of this property.
Ans. $1200.00.

In answer to the general interrogatory propounded by the Examiner to the witness, he answered "that's all".

/S/ JOHN R. DRURY, JR.
Witness

/S/ OLIVER R. GUYTHER
Examiner

Benedict D. Duke, a witness of lawful age, being produced before me and by me duly sworn, testified as follows to the following interrogatories propounded.

1. State your name, age, residence and occupation.
Ans. Benedict D. Duke, 38, Leonardtown, Maryland, Real Estate salesman.

2. Are you familiar with the real estate in the Seventh Election District of St. Mary's County, Maryland of which the late Ethel R. Miller died seized and possessed?
Ans. Yes.

3. Is this real estate improved or unimproved?
Ans. Unimproved.

4. State whether or not in your opinion it would be practical to divide this real estate among the six heirs at law of the said Ethel R. Miller without material loss and injury to the said heirs, and give your reason for your opinion.
Ans. It would be impractical to divide this property in six parts, because regulations governing subdivision of land in the Counties of Maryland state that minimum size of any lot where there is no public water and sewerage facility the minimum size of any lot shall be 15,000 square feet.

5. Please state your opinion as to the fair value of this property.
Ans. Approximately $1300.00

In answer to the general interrogatory propounded by the Examiner to the witness the witness answered "that's all".

/S/ BENEDICT D. DUKE
Witness

/S/ OLIVER R. GUYTHER
Examiner

IN EQUITY NO. A-824

No other witnesses having been produced before me, I then at the request of the attorney for the Plaintiff close the deposition and herewith return the same to this Honorable Court under my hand and seal.

Witness my hand and seal this 15th day of August, 1956.

/S/ OLIVER R. GUYTHER, EXAM.
Oliver R. Guyther
Examiner

Costs:

Examiners fee $10.00

DECREE FOR SALE OF REAL ESTATE
(Filed Oct. 30, 1956)

The above cause standing ready for hearing and being submitted without argument on bill and testimony, the Bill, testimony and all other proceedings were, by the Court, read and considered.

It is thereupon, this 30th day of October, in the year nineteen hundred and fifty-six, by the Circuit Court for St. Mary's County, Maryland, ADJUDGED, ORDERED AND DECREED that the real estate in the Seventh Election District of St. Mary's County, Maryland, consisting of 21 lots in the Subdivision known as "Point Blackistone" (unimproved lots), of which the late Ethel R. Miller died seized and possessed, being the property mentioned in the proceedings, be sold, and that John H. T. Briscoe be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: - he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, in the penalty of Two Thousand Dollars, ($2000.00), conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in St. Mary's County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash at the time of the ratification of the said sale, with a deposit of 10% of purchase price required of the purchaser or purchasers on the day and at the time of the sale. Taxes to be adjusted to time of ratification of sale. All conveyancing costs such as recording, notary fees, State and Federal Documentary stamps, to be at cost of purchaser or purchasers. And as soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to such sale; with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of said sale, and on the payment of the whole purchase money (and not before) the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, complainant and defendant, and those claiming by, from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

/S/ J. DUDLEY DIGGES
Judge.

BOND
(Filed Dec. 12, 1956)

Hartford Accident and Indemnity Company
Hartford, Connecticut
(A Stock Company)

MORTGAGEE'S OR ATTORNEY'S BOND

KNOW ALL MEN BY THESE PRESENTS, That we, John H. T. Briscoe as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand Dollars ($2000.00) to be paid to the 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, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 12th day of December in the year nineteen hundred and Fifty-Six.

WHEREAS, the above bounden John H. T. Briscoe by virtue of a Decree of the Circuit Court for St. Mary's County, Maryland, No. A-824, was on October 30th, 1956 appointed trustee to make sale of the property mentioned in said proceedings and said trustee is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Condition of this Obligation is such, that if the above bounden John H. T. Briscoe do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed, and delivered
IN presence of
/S/ MARY LOU ABELL
/S/ EDITH G. MATTINGLY

/S/ JOHN H. T. BRISCOE (SEAL)

(SEAL)
HARTFORD ACCIDENT AND INDEMNITY COMPANY

BY /S/ FRANK A. COMBS (SEAL)
Attorney-in-fact

BILL
(Filed Dec. 12, 1956)

FRANK A COMBS INSURANCE AGENCY
COMPLETE INSURANCE
Telephone Greenwood 5-5441
Leonardtown, Maryland

Date 12/12/56

To Mr. John H. T. Briscoe, Attorney
Leonardtown, Maryland

Date	Company	Coverage and Property	Amount	Premium
12/12/57	Hartford	Grace V. Kane, Plaintiff vs. Leslie Ridell et al.	$2000.	$10.00

IN EQUITY NO. A-824

CERTIFICATE OF PUBLICATION
(Filed Dec. 17, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND:

This is to certify that the appended Trustee's Sale has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary's County, Maryland, once a week for 3 successive weeks prior to the December 15, 1956 and that the first publication appeared in the issue of 12-13-56.

/S/ SARA BRUBACHER

AUCTIONEER'S CERTIFICATE
(Filed Dec. 17, 1956)

This is to certify that I attended at the Courthouse door in Leonardtown, St. Mary's County, Maryland, at 11 O'clock A. M., on Saturday, December 15th, 1956, and offered for sale at public auction the following property in the Seventh Election District of St. Mary's County, Maryland, of which Ethel R. Miller died seized and possessed, at the instance of John H. T. Briscoe, Trustee, that is to say: - Lots 7,8,9,10, 11, 12, 13, 14, 31, 32, 33, 34, 35, 36, 37, and 38 in Block No. 11, in the Subdivision of land called and known as "Point Blackistone"; also Lots 36, 37, 38, 39, 40 in Block No. 9, in said Subdivision. Said real estate was offered for sale in the following manner: - First, all of said lots in Block No. 11 were offered as an entirety, and all of said lots in Block No. 9, were offered as entirety; bids on same were reserved and then all of said lots in both blocks were offered as entirety; and I hereby certify that bids for all of the lots in both blocks, offered as entirety were greater than bids for Lots in each block, offered separately; and said property was sold by me to Paul Imirie, who was then and there the highest bidder therefor, at and for the sum of Eleven Hundred and Seventy-five ($1175.00), and I further certify that said sale was fairly made.

/S/ J. GERALD ABELL
J. Gerald Abell, Auctioneer.

REPORT OF SALE OF REAL ESTATE
(Filed Dec. 17, 1956)

TO the Honorable the Judges of said Court:-

The undersigned, John H. T. Briscoe, Trustee under a decree of the Circuit Court for St. Mary's County, Maryland, signed and filed on October 30th, 1956, on the above entitled cause, respectfully reports that he offered for sale by public auction the property described said decree, being the real estate in the Seventh Election District of St. Mary's County, Maryland, consisting of 16 lots in Block No. 11 in the subdivision of land known as Point Blackistone, and five lots in Block No. 9 in said subdivision, being land of which Ethel R. Miller died seized and possessed, on the 15th day of December, in the year nineteen hundred and fifty-six, at 11 o'clock A. M., at the Court House Door, in Leonardtown, St. Mary's County, Maryland, said property being sold pursuant to a notice published in St. Mary's Beacon, a newspaper printed and published in St. Mary's County, Maryland, for at least three weeks prior to said sale, as will appear by reference to the certificate of publication herewith filed, and said property was sold to Paul Imirie for the sum of Eleven Hundred and Seventy five dollars ($1175.00), he being then and there for that sum the highest bidder therefor, as will appear from the certificate of Auctioneer filed in this case, said sale having been made after the undersigned filed a bond in the penalty of two thousand dollars ($2,000.00), which was the amount prescribed by said decree, said bond having been duly approved by the Clerk of this Court, as will appear by reference thereto. The undersigned also begs leave to report that the purchaser has complied with the terms of sale by making the payment of ten per cent of the amount of purchase price, as required by the terms of sale, and undersigned has every reason to believe that said purchaser will pay balance of said purchase price upon the ratification of this sale by your Honorable Court. Undersigned further states that said sale was fairly and properly conducted and made.

/S/ JOHN H. T. BRISCOE
John H. T. Briscoe, Trustee.

State of Maryland, Saint Mary's County, to wit:-

I hereby certify that on this 17th day of December, in the year nineteen hundred and fifty-six, before me the subscriber, Clerk of the Circuit Court for St. Mary's County, Maryland, personally appeared John H. T. Briscoe, Trustee, and made oath in due form of law that the matters and facts set forth in the aforegoing report of sale are true and correct as herein set forth.

Witness my hand and seal:-

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk
of the Circuit Court for St.
Mary's County, Maryland.

ORDER NISI ON SALE OF REAL ESTATE
(Filed Dec. 17, 1956)

ORDERED by the Circuit Court for St. Mary's County, Maryland, this 17th day of December, 1956, that the sale of the property mentioned in these proceedings, made to Paul Imirie by John H. T. Briscoe, Trustee, and duly reported by said Trustee, be ratified and confirmed unless cause to the contrary be shown on or before the 14th day of January, 1957, provided a copy of this order be published in some newspaper printed and published in St. Mary's County, Maryland, once in each of three successive weeks before the said 14th day of January, 1957.

The report states that said property sold for the sum of Eleven hundred and seventy-five dollars.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the
Circuit Court for St. Mary's County,
Maryland.

CERTIFICATE OF PUBLICATION
(Dec. 17, 1956, Filed)

This is to certify that the appended ORDER NISI ON SALE has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary's County, Maryland, once a week for 4 successive weeks prior to the Jan. 14, 1957 and that the first publication appeared in the issue of 12-20-1957.

/S/ SARA BRUBACHER

BILL

ST. MARY'S BEACON
Weekly Since 1839
LEONARDTOWN, MARYLAND
Greenwood 5-7061

Date 7-10-56

John Briscoe

Date	Description	Charges
June 14	Order Publication Grace Kane 11" @ 1.75	19.25
June 21-28 July 5	33" @ 1.00	33.00
		52.25
Dec. 20	Order Nisi	10.00
		$62.25
		10.00
		$72.25

ORDER OF FINAL RATIFICATION
OF SALE OF REAL ESTATE
(Filed June 12, 1957)

Ordered by the Circuit Court for St. Mary's County, Maryland, this 12th day of June, 1957, that the sale of the property mentioned in these proceedings being real estate of which the late Ethel R. Miller, died, seized and possessed, made to Paul Imirie, by John H. T. Briscoe, Trustee, and duly recorded by said Trustee, be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof, having been shown although due notice appears to have been given as shown by Certificate of Publication of Order Nisi on said sale heretofore filed in this case.

And it is further ordered that the papers in this case be referred to the Auditor of this Court, in order that he may state and account between the said Trustee and those interested in the proceeds of this said sale.

/S/ PHILIP H. DORSEY, JR.
Judge of the Circuit Court for St.
Mary's County, Maryland

RULE TO SHOW CAUSE WHY CASE SHOULD NOT BE DISMISSED
(Filed September 24, 1963)

It appearing from the record in these proceedings that there has been no action of record taken by any party in regard to the above styled case for more than one year prior to the date of this Order,

It is therefore this 24th day of September, 1963, ORDERED by the Circuit Court for St. Mary's County, Maryland, that the above styled cause be dismissed and judgement entered against the Plaintiff for accrued costs, unless cause to the contrary be shown on or before thirty days from date of this Order.

It is further ORDERED that the Clerk of this Court mail a true copy of this Order on the day of the signing of this Order to the Plaintiff(s) or the attorneys of record, as well as all other parties, or their attorneys of record, who have answered or otherwise filed a responsive pleading.

It is further ORDERED that the Clerk shall make a notation on this Order of his compliance with the duties herein imposed upon him.

/S/ PHILIP H. DORSEY, JR.
Judge

CLERK'S CERTIFICATION

I hereby certify that on this 24th day of September, 1963, I did mail a true copy of the aforegoing Order to:

John Hanson T. Briscoe, Esq.
Leonardtown, Maryland

/S/ C. BENEDICT GREENWELL, Clerk
Circuit Court for St. Mary's County, Maryland

AMY C. RUSSELL, INDIVIDUALLY AND AS NEXT FRIEND AND MOTHER OF SHELTON ROGER ELLIOTT, INFANT	*	IN THE CIRCUIT COURT FOR
	*	ST. MARY'S COUNTY, MD.
PLAINTIFFS	*	
		IN EQUITY NO. A-827
VS	*	
OTIS WOOD AND L. LOUISE WOOD, HIS WIFE	*	
	*	
DEFENDANTS		
	*	

BILL OF COMPLAINT TO CONFIRM CONTRACT OF INFANT
(Filed Jun. 18, 1956)

To the Honorable, Judge of said Court:
Your Plaintiffs, complaining say:
1. That Roger L. Elliott, late of St. Mary's County, Maryland died in 1950 intestate, seized and possessed of certain real estate located in the Sixth Election District of St. Mary's County, Maryland and described as follows, that is to say: Lot #12, containing 14.67 acres, more or less, as shown on a plat made by George W. Joy, Jr. Surveyor on May 2nd, 1939 of "Smith's Subdivision", a part of Resurrection Manor" together with the easement and covenant as set forth in a deed from Sarah M. Davis, et al to Roger L. Elliott, now deceased, dated May 29th, 1939 and recorded in Liber J. M. M. No. 11 Folio 443, etc.. A certified copy of said deed is herewith filed marked "Plaintiffs' Exhibit A".
2. That the said Roger L. Elliott was survived by his widow, Amy C. Elliott who has intermarried with Lemuel Russell and one child, Shelton Roger Elliott who is 16 years of age.
3. That the said Plaintiffs have received from Otis Wood and L. Louise Wood the defendants herein an offer for said property described in the Contract of Sale which is herewith filed and considered a part hereof in the amount of $10,000.00 of which $500.00 has been paid as a deposit, which said offer they believe to be fair and reasonable and the said Amy C. Russell, acting as legal guardian and next friend for the said infant child, has signed said Contract of Sale which she alleges and believes to be for the best interest and advantage of the said infant and for herself.
4. That the Plaintiffs hereby allege that the price for said property is the highest obtainable and is fair and reasonable and they are receiving no income from said property and it would be to the best interest and advantage of the said infant for the Contract to be ratified and confirmed and that a trustee be appointed to convey the interest of the said infant in and to the property to the said purchaser, and that the proceeds of said sale be applied first to the payment of all proper costs and the balance be divided among the parties in accordance with their respective interest therein.
To the end, therefore:
1. That the contract be ratified and a trustee be appointed by this Honorable Court to convey the interest of the said infant in and to the property and the proceeds divided according to their respective interest.
2. That your Plaintiffs may have such other and further relief as their case may require.
And as in duty bound, etc.

/S/ JOSEPH D. WEINER
Joseph D. Weiner
Solicitor for Plaintiffs

/S/ AMY C. RUSSELL
Amy C. Russell, individually and as next friend and mother of Shelton Roger Elliott

Authority to Use Name as Next Friend

I, Amy C. Russell hereby authorize Joseph D. Weiner to use my name as next friend and mother of Shelton Roger Elliott in the above entitled case.

/S/ AMY C. RUSSELL
Amy C. Russell

ANSWERS
(Filed Jun. 18, 1956)

Now comes the defendants, Otis Wood and L. Louise Wood in Answer to the Bill of Complaint filed in the above entitled cause, say:
1. That they admit the allegations as contained in paragraphs 1, 2, 3, 4 and of the Bill of Complaint and consents to the passage of a decree as prayed.

/S/ OTIS WOOD
Otis Wood

/S/ L. LOUISE WOOD
L. Louise Wood

AGREEMENT OF SALE
(Filed Jun. 18, 1956)

THIS AGREEMENT OF SALE, made this 16th day of June nineteen hundred and fifty-six, between Amy C. Russell, individually and as mother and next friend of Shelton Roger Elliott, infant and Lemuel Russell, the husband of Amy C. Russell, Seller, and Otis Wood and L. Louise Wood, his wife, Buyer

WITNESS that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in the Sixth Election District of St. Mary's County, Maryland, designated as Lot #12, containing 14.67 acres, more or less, as shown on a plat made by George W. Joy, Jr., surveyor, on May 2nd, 1939, of "Smith's Subdivision", a part of Resurrection Manor, together with the easement and covenant as set forth in a deed from Sarah M. Davis et al to Roger L. Elliott, now deceased by deed dated May 29th, 1939 and recorded in Liber J.M.M. No. 11, Folio 443 etc. at and for the price of Ten Thousand Dollars ($10,000.00) of which Five Hundred Dollars ($500.00)have been paid prior to the signing hereof, and the balance to be paid as follows: Balance in cash upon the ratification and approval by the Circuit Court of St. Mary's County, Maryland. The said expenses of having the said sale ratified shall be paid by the sellers.

And upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any.

Ground rent, rent, water rent, taxes, and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Witness in duplicate the hands and seals of the parties hereto the day and year first above written.

/S/ AMY C. RUSSELL (SEAL)
Seller's Signature
Amy C. Russell, Individually
/S/ AMY C. RUSSELL (SEAL)
Seller's Signature
Amy C. Russell, Mother & next friend of Shelton Roger Elliott

/S/ LEMUEL RUSSELL, Seller (SEAL)
Lemuel Russell, husband of Amy C. Russell

/S/ OTIS WOOD (SEAL)
Otis Wood, Buyer

/S/ L. LOUISE WOOD (SEAL)
L. Louise Wood, Buyer

"Exam Exhibit B"
Oliver R. Guyther

ORDER NISI
(Filed Jun. 18, 1956)

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 18th day of June, 1956 that the Contract of Sale filed in the above cause will be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the 21st day of July, 1956, provided a copy of this Order is published once a week in each of four successive weeks prior to the 21st day of July, 1956. The contract of sale states the purchase price to be $10,000.00.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the Circuit Court for St. Mary's County, Maryland

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EXHIBIT A
(Filed June 30, 1956)
DEED

NO STAMPS REQUIRED: THIS DEED, Made this 29th day of May, in the year one thousand nine hundred and
.....: thirty-nine, by Sarah M. Davis, Umphrey W. Smith, L. Maude Smith, his wife, Abraham Elliott and Katie V. Elliott, his wife,

Witnesseth that in consideration of the sum of Ten Dollars and other good and valuable considerations, the said Sarah M. Davis, Umphrey W. Smith, L. Maude Smith, his wife, Abraham Elliott and Katie V. Elliott, his wife, to grant and convey unto Roger L. Elliott, of St. Mary's County, Maryland, his heirs and assigns, in fee-simple, all those lots, tracts, pieces or parcels of land situate, lying and being in the Sixth Election District of Saint Mary's County, Maryland, and described as follows, that is to say:

Lot #12, containing 14.67 acres, more or less, Lot No. 11, containing 78/100 of an acre, more or less, as shown on a plat made by George W. Joy, Jr., Surveyor, on May 2nd., 1939 of "Smith's Subdivision", a part of Resurrection Manor", said plat to be filed with and recorded among the Land Records of Saint Mary's County, Maryland, of even date with these presents. Said tract or parcel of land is a portion of the land conveyed to J. Winfield Smith by deed from George C. Abell and Enoch B. Abell, Trustees, Dated December 14th, 1889, and recorded in Liber J.F.F. No. 11, Folio 403, one of the Land Records of Saint Mary's County, Maryland, the said J. Winfield Smith having died seized and possessed of said tract of parcel of land, the said Sarah M. Davis being the surviving widow of the said J. Winfield Smith and the said Umphrey W. Smith being one of the two children of the said J. Winfield Smith and the said Roger L. Elliott and Abraham Elliott being the heirs at law of Syntha Elliott, the only other child of the said J. Winfield Smith. It being understood by and between the respective parties hereto, that the road running through said subdivision shall be used in common by the respective parties hereto, their heirs and assigns for ingress and egress to and from the various parts of said subdivision.

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 any wise 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 Roger L. Elliott, his heirs and assigns, forever in fee-simple.

And the said Sarah M. Davis, Umpherey W. Smith, L. Maude Smith, his wife, Abraham Elliott and Katie V. Elliott, his wife, hereby covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of said grantors:-

Test as to Sarah M. Davis, Umphrey W. Smith,
L. Maude Smith:-
George Morgan Knight, Jr. /S/
George Morgan Knight, Jr.

Test as to Abraham Elliott and
Katie V. Elliott:-
MAURICE T. LUSBY, JR. /S/
Maurice T. Lusby, Jr.

/S/ SARAH M. DAVIS (SEAL)
Sarah M. Davis
/S/ UMPHREY W. SMITH (SEAL)
Umphrey W. Smith
/S/ L. MAUDE SMITH (SEAL)
L. Maude Smith
/S/ ABRAHAM ELLIOTT (SEAL)
Abraham Elliott
/S/ KATIE V. ELLIOTT (SEAL)
Katie V. Elliott

State of Maryland, Saint Mary's County, to wit:

I hereby Certify, that on this 29th day of May, in the year one thousand nine hundred and thirty-nine, before me, the subscriber a Notary Public of the State of Maryland, in and for Saint Mary's County,

IN EQUITY NO. A-827

aforesaid, personally appeared Sarah M. Davis, Umphrey W. Smith and L. Maude Smith, his wife, three of the grantors in the aforegoing deed, and each acknowledged the foregoing deed to be their respective act.

Witness my hand and notarial seal:-

My Commission Expires
May 6, 1941

(N.P.)
(Seal)

George Morgan Knignt, Jr.
/S/ GEORGE MORGAN KNIGHT, JR.
Notary Public

State of Maryland, Calvert County, to wit:

I hereby certify that on this 20 day of May, in the year 1939, before me the subscriber, a Notary Public of the State of Maryland, in and for Calvert County, personally appeared Abraham Elliott and Katie V. Elliott, his wife, two of the grantors in the aforegoing deed, and each acknowledged the aforegoing deed to be their respective act.

Witness my hand and notarial seal:-

(N.P.)
(Seal)

Maurice T. Lusby, Jr. (Typed)
Maurice T. Lusby, Jr.
Notary Public

Received this 5th day of June, 1939, at 3:40 o'clock P. M. for record. Same day recorded and examined per me.

/S/ C. BENEDICT GREENWELL, Clerk

Recording $2.25 Paid. Del. to J. H. T. B. Atty. 6-24-39

This is to certify that the above and aforegoing is a true and correct copy of the Deed as contained in Liber J.M.M. No. 11 page 443 one of the Land records of St. Mary's County, Maryland.

In Testimony Whereof I, hereunto set my hand and affix the seal of Clerk of the Circuit Court for St. Mary's County, Maryland This 30th day of June, 1956.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk

Exam. Exhibit A
Oliver R. Guyther

EXAMINER'S RETURN OF TESTIMONY
(Filed Jul. 5, 1956)

TO THE HONORABLE, THE JUDGES OF SAID COURT,

Leave of Court having been obtained and notice having been given me by the Solicitor for the Complainant of a desire to take testimony, I. Oliver R. Guyther, a standing Examiner, of the Circuit Court for St. Mary's County, Md. in Equity, duly qualified and sworn, met on the 30th day of June, 1956 at 10:00 A.M. as the day and time and at the office of Joseph D. Weiner, Leonardtown, Maryland as the place for the taking of said testimony, at which last mentioned date, time and place I attended and in the presence of the Plaintiff, his attorneys and witnesses proceeded to take the following interrogatories and the answers thereto.

/S/ OLIVER R. GUYTHER, Examiner
Oliver R. Guyther, Examiner

No other witnesses having been produced before me, I then at the request of the attorney for the Plaintiff close the deposition and herewith return the same to this Honorable Court under my hand and seal.

Witness my hand and seal this 30th day of June, 1956.

/S/ OLIVER R. GUYTHER
Examiner

Costs:

Examiner's fee of $10.00 unpaid.

Amy C. Russell, a witness of lawful age, after being duly sworn, testified in answer to the following interrogatories:

1. State your name, age, residence and occupation.
Ans: My name is Amy C. Russell, my age is 37 years old, my residence is Hollywood, St. Mary's County, Maryland and my occupation is housewife.
2. Who was Roger L. Elliott and was he seized of any real-estate at the time of his death?
Ans: He was my husband and died in 1950 without leaving any will and he owned lot no. 12 containing 14.67 acres of land, more or less in the Sixth Election District, which I have agreed to sell to Otis Wood and wife for $10,000.00. We have one child, Shelton Roger Elliott who is 16 years of age. A certified copy of the deed is herewith filed marked Plaintiff's Exhibit "A".
3. State if you have negotiated for the sale of the property for $10,000.00 and if a deposit of $500.00 has been paid and do you believe that this is a fair and reasonable sum for said property and would it be to the best interest and advantage of the infant and yourself if the sale was approved by the court?
Ans: Yes, I have agreed to sell the property for $10,000.00 cash which I feel is a very good price for the property and it would be to my child's best interest and advantage if the sale was approved. The property is not producing any income and is growing up and I do not believe in a few years, we will be able to get this much for it. It only has about 400 feet of waterfront and there are no buildings on the property and it would cost several thousand dollars to clean the property up and build a road into it. I tried to sell it for some time and this was the best price I have ever been offered. Contract sale is herewith filed marked Plaintiff's Exhibit "B".
4. Does your son live with you and does he attend school?
Ans: Yes, he lives with me and goes to high school. He expects to go to Junior college at the Seminary for two years and then probably continue his education. I couldn't possibly send him away to college without disposing of this property.

In answer to the general interrogatory she answered "that's all".

/S/ AMY C. RUSSELL
Witness

Examiner

M. M. Dean, a witness of lawful age after being duly sworned testified in answer to the following interrogatories:

1. State your name, age, residence and occupation?
Ans. M. M. Dean, 50 years of age, residence Hollywood, St. Mary's County, Maryland and occupation is builder and real estate.
2. Are you familiar with the property owned by the late Roger L. Elliott in the Sixth Election District of St. Mary's County, Maryland containing 14.67 acres of land and if so please describe same?
Ans. It joins the Jackson property, Harrow property and the County Road and Cuckold's Creek. It has no buildings and about 400 feet on the Creek. It touches the county road but there is no road build into the property.
3. Do you consider $10,000.00 a fair and reasonable price for said property and would it be to the best interest and advantage of the infant, Shelton Roger Elliott if sale was consummated and approved by the Court?
Ans. I feel that $10,000 is a very good price for the property. A recent sale was made in the neighborhood of 15 acres for $10,500 at private sale. I know of a number of similar sales and as compared with this property, the price is very fair. The property is not producing anything and is growing up. The value will probably decrease when the market goes down. It would be better to invest the child's interest which he would get in savings. I understand he is now 16 years old and in a few years will need the money to either obtain an education or to go in some sort of business. I definitely believe the sale should be ratified. I have known Mrs. Elliott all of her life. She is now married to Lemuel Russell.
In answer to the general interrogatory, he answered "That's all".

/S/ MERVELL M. DEAN
Witness

/S/ OLIVER R. GUYTHER, EXAMINER
Examiner

James Harden Brown, a witness of lawful age, after being duly sworn, testified in answer to the following interrogatories:

1. State your name, age, residence and occupation.
Ans. My name is James Harden Brown, my age is 52 years, my residence is Compton, St. Mary's County, Maryland and my occupation is real-estate broker. I have been in real-estate business for about ten years.
2. Have you inspected the property owned by the late Roger L. Elliott in the Sixth District of St. Mary's County, Maryland and designated as lot no. 12 containing 14.67 acres of land and if so what do you consider a fair and reasonable price for said land?
Ans: Yes, I am very familiar with the land and have recently inspected it. There is four acres on the water, which I appraise at $4,000.00 and the other ten acres is very rough but partially on the county road, which I appraise at $5,000.00. I feel that $10,000.00 which she is getting for the property is a very good price and I believe that if there is a drop in the market it will not sell for that much in a few years. The property is in terrible shape and very hard to even walk through. It is not producing any income and it would be impossible to sell lots on it without going to a great expense. It definite-would be to the advantage and interest of the infant to sell the property if it is approved by the court and his share invested in something that would produce some income. I am familiar with other sales in the neighborhood and have sold similiar property in this neighborhood and frankly I would not want to pay $10,000.00 for the property if I were buying it for an investment.
In answer to the general interrogatory he answered "that's all".

/S/ JAMES H. BROWN
Witness

/S/ OLIVER R. GUYTHER, EXAMINER
Examiner

My fee for appraising the property is $25.00

CERTIFICATE OF PUBLICATION
(Filed Jul. 19, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND:
This is to certify that the appended ORDER OF NISI has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary's County, Maryland, once a week for 4 successive weeks prior to the 21st day of July and that the first publication appeared in the issue of June 21, 1956.

/S/ SARA BRUBACHER

BILL
(Filed Jul. 19, 1956)

ST. MARY'S BEACON
Weekly Since 1839
LEONARDTOWN, MARYLAND
Greenwood 5-7061

7-19-56
Date

Joe Weiner

Date	Description	Charges
6-21-28	Order Nisi	
7-5-12-19	Amy Russell vs Otis Wood	$10.00

DECREE RATIFYING SALE OF INFANT'S INTEREST IN REAL ESTATE
(Filed Jul. 24, 1956)

This cause standing ready for hearing and being submitted on Bill, Answer and Testimony, the proceedings were read and considered.

IN EQUITY NO. A-827

It is thereupon this 25th day of July, 1956, by the Circuit Court for St. Mary's County, Maryland in Equity, that the sale of the interest of the infant in these proceedings mentioned in and to the real estate mentioned and described in the above entitled cause be, and the same is hereby finally ratified and confirmed.

And it is further adjudged, ordered and decreed that Joseph D. Weiner, be and he is hereby appointed as trustee to convey the interest of the said infant in and to the said real estate to Otis Wood and L. Louise Wood, the defendants and purchasers in these proceedings mentioned. The said trustee shall first file in the office of the Clerk of the Circuit Court for St. Mary's County, Maryland, a bond to the State of Maryland executed by him, with a surety or sureties to be approved by this Court, or the Clerk thereof, in the penalty of Seven Thousand conditioned for the faithful performance of the trust reposed in him by this Decree. He shall then, by a good and sufficient deed, to be executed and acknowledged according to law, convey to the purchasers thereof, their heirs and assigns, the interest of the said infant in and to the real estate in these proceedings mentioned, free, clear and discharged from all claims of the parties to this cause or of any person or persons claiming by, from or under them; the said trustee shall then bring into this Court the money arising from the said sale of the interest of the said infant, to be disposed of under the direction and order of this Court, The matter is now referred to Auditor to state an account.

/S/ J. DUDLEY DIGGES,
J. Dudley Digges, Judge

BILL
(Filed Jul. 24, 1956)

OFFICE OF THE CLERK OF THE CIRCUIT COURT

Jos. D. Weiner
Leonardtown
Maryland

To C. BENEDICT GREENWELL, DR.
Leonardtown, Maryland

7/24/56	Re: No. A-827 Law, Amy C. Russell et al. vs. Wood		
	Clerk's Costs	27.50	
	Clerk's Costs, Certified copy of Deed	2.00	
			$29.50

AUDITOR'S REPORT
(Filed July 30, 1956)

JOSEPH D. WEINER, Trustee

In Account with the proceeds from the sale of the interest of Shelton Roger Elliott, infant, in and to the real estate sold by him under Decree in the above-entitled case:

To proceeds of sale of infant's interest	$6,666.66	
BY COSTS AND EXPENSES AS FOLLOWS:		
C. Benedict Greenwell, Clerk, his fees		$ 29.50
Frank A. Combs, Insurance Agency, premium on Bond		35.00
Joseph D. Weiner, solicitor for Plaintiff, appearance fee		30.00
Oliver R. Guyther, examiner's fee		10.00
St. Mary's Beacon, publication of two Orders Nisi @ $10.00		20.00
Joseph D. Weiner, Trustee, commission on sale (6% of $6,666.66)		399.99
W. M. Loker, Jr., auditor's fee		18.00
TOTALS	$6,666.66	$ 542.49
Amount to Balance		6,124.17
TOTALS	$6,666.66	$6,666.66
Balance distributable as above	$6,124.17	

DISTRIBUTION:

T. Amy C. Russell, legal guardian and next friend of Shelton Roger Elliott, an infant		$6,124.17
TOTALS	$6,124.17	$6,124.17

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR AUDITOR begs leave to report that in the above-entitled cause after charging the Trustee with the proceeds of the sale of the infant's interest in the property described in said cause, he has allowed costs and expenses as per vouchers filed therein. He then distributed the balance of the said proceeds to the legal guardian and next friend of the said infant.

Respectfully submitted,

/S/ W. M. LOKER, JR.
W. M. Loker, Jr., Auditor

ORDER NISI
(Filed July 30, 1956)

Ordered this 30th day of July, 1956 by the Circuit Court for St. Mary's County, Maryland in Equity that the statement and account of the Auditor made, reported and filed in the above entitled case be ratified and confirmed unless cause to the contrary be shown on or before the 25th day of August, 1956 provided a copy of this Order be inserted and published in some newspaper in St. Mary's County, Maryland once in each of the three successive weeks before the said 25th day of August, 1956.

/S/ C. BENEDICT GREENWELL
Clerk of the Circuit Court for
Saint Mary's County, Maryland

IN EQUITY NO. A-827

BOND
(Filed Aug. 3, 1956)

KNOW ALL MEN BY THESE PRESENTS, THAT we Joseph D. Weiner, Leonardtown, Maryland as Principal and The Hartford Accident and Indemnity Company as Surety, are held and firmly bound unto the State of Maryland in full and just sum of Seven Thousand and00/100 (7,000.00) Dollars, to be paid to the State of Maryland aforesaid. To which payment, well and truly to be made and done, we bind ourselves and everyone of us, our and everyone of our heirs, Executors, and Administrators, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals, dated this 30th day of July, 1956.

WHEREAS, by an order of the Circuit Court of St. Mary's County, Maryland, dated July 25, 1956. Joseph D. Weiner was appointed Trustee of certain funds accruing to Shelton Roger Elliott, Infant.

NOW THEREFORE, the condition of the above obligation is such that if above bunden Joseph D. Weiner, and Trustee, shall in all respects, perform the duty of Trustee to the said Shelton Roger Elliott, Infant, according to law, then the above obligation shall cease; it shall otherwise remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

/S/ JOSEPH D. WEINER (SEAL)

HARTFORD ACCIDENT INDEMNITY COMPANY (SEAL)

Signed, sealed and delivered
in the presence of

BY: /S/ FRANK A. COMBS
Frank A. Combs, Attorney-in-Fact

/S/ DOROTHY MARIE THOMPSON

INVOICE
(Filed Aug. 3, 1956)

FRANK A COMBS INSURANCE AGENCY
COMPLETE INSURANCE
Telephone Greenwood 5-5441

Date AUGUST 3, 1956
To MR. Joseph D. Weiner

Leonardtown, Maryland

Date	Company	Coverage		Premium
7/30/56	Hartford	AMY C. RUSSELL, INDV. AND SHELTON ROGER ELLIOTT, INF. VS OTIS WOOD, DEFENDANT	$7,000.00	$35.00

CERTIFICATE OF PUBLICATION
(Filed Aug. 25, 1956)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND:
This is to certify that the appended ORDER NISI has been published in the SAINT MARY'S BEACON, a newspaper published in St. Mary's County, Maryland, once a week for 3 successive weeks prior to the 25th of August and that the first publication appeared in the issue of 8-2-56.

/S/ SARA BRUBACHER

FINAL ORDER OF RATIFICATION OF AUDITOR'S REPORT
(Filed Aug. 29, 1956)

Ordered this 29th day of August, 1956 by the Circuit Court for St. Mary's County, Maryland in Equity that the aforegoing report and account of auditor be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice as required by law was duly published as per certificate of publication filed herein.

/S/ J. DUDLEY DIGGES
Judge

SAM MERANDO MAURICE A. GUERVITZ, TRUSTEES	:	IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND
VS	:	IN EQUITY
A. P. GRIFFIN (ATWELL P. GRIFFIN) EDNA M. GRIFFIN	:	NO. A-843

Proceeding to Foreclose Deed of Trust From A.P. Griffin and Edna M. Griffin, dated June 14, 1956 and recorded in Liber CBG No. 40, Folio 48, one of the Mortgage Records of St. Mary's County, Maryland

(Filed Jul. 25, 1956)

Mr. Clerk:

Please docket the above styled suit, file the Deed of Trust in these proceedings and Enter the Appearance of Loker & Wigginton as Attorneys for the Trustees.

Loker & Wigginton

By /S/ Robert E. Wigginton
Attorneys for Trustees

AFFIDAVIT
(Filed Jul. 25, 1956)

This is to certify that the undersigned, Merando, Inc., a body corporate, is the owner of a demand promissory note dated June 14, 1955 in the original principal amount of Thirty Thousand ($30,000.00) Dollars, payable to the order of Merando, Inc., and executed by A. P. Griffin (Atwell P. Griffin) and Edna M. Griffin, his wife, the payment of said note being secured by a Deed of Trust dated June 14, 1955 by which the said A. P. Griffin, et ux., conveyed the property identified as all that 1/3 of an acre in the Third Election District of St. Mary's County, Maryland fully described in said Deed of Trust, to Sam Merando and Maurice A. Guervitz, Trustees.

It is further certified that the remaining unpaid balance of said note as of the date of this certification is the sum of $30,000.00 together with interest thereon at the rate of No as follows:
Interest on $ None @ % from ---------- to ----------
in the amount of $--------
Interest per day at the rate of $-------- per day.

Merando, Inc.

By /S/ CHARLES SKOPIO
President

/S/ RUTH C. MERANDO
Secretary

Sworn and Subscribed to before me, a Notary Public, this 6th day of July, 1956.

(N.P.)
(SEAL)

/S/ HELEN G. KEHOE
Notary Public

My Commission Expires April 14, 1961

DEED OF TRUST
(Filed Jul. 25, 1956)

MARYLAND DEED OF TRUST LIBER 40 PAGE 48

THIS DEED

Made this 14th day of June, A. D. 1955, by and between A. P. Griffin (Atwell P. Griffin) party of the first part, and Sam Merando and Maurice A. Guervitz parties of the second part:

WHEREAS, the said A. P. Griffin (Atwell P. Griffin and Edna M. Griffin, are justly indebted unto Merando, Inc. (a corporation) in the full sum of Thirty Thousand ($30,000.00) -Dollars as evidenced by Deed of Trust note, dated June 14, 1955, in the sum of Thirty Thousand ($30,000.00) Dollars, payable on demand and payable to the order of Merando, Inc.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said parties of the second part or substituted trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of of the premises, and of one dollar lawful money of the United States of America to him in hand paid by the parties of the second part the receipt of which before the sealing and delivery of these presents is hereby acknowledged has granted and does hereby grant unto the parties of the second part the following described land and premises, situate in the County of St. Mary's, State of Maryland, known and distinguished as: That lot, tract piece or parcel of land, situate, lying and being in the Third Election District of St. Mary's County, Maryland, and described as follows, that is to say: Beginning for the same at the Northeast corner, at a point on the South side of the Leonardtown-Loveville Road (Route #5), the Northwest boundary of a lot now owned by Francis J. Weiland; thence running along said road North 69 deg. 27 min.West 68.71 feet to the George A. Guy property; thence leaving said Road and running along the Guy boundary line South 29 deg. 33 min. West 208.71 feet to the property line of McGuire Mattingly; thence running along said Mattingly boundary South 60 deg. 27 min. East 68.71 feet to the Southwest property line of Weiland; thence along the Weiland Southwest boundary line North 29 deg. 33 min. East 208.71 feet to the point of the first beginning, containing one-third (1/3) of an acre, more or less.

The above described lot is all and the same lot conveyed by Bernard P. Donovan, et al. to the said Roland B. Duke, one of the Grantors, by Deed, dated April 16th,1951, and recorded among the Land Records of Saint Mary's County, Maryland, in Liber C.B.G. No. 30, Folio 226.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part of, in, to, or out of the said land and premises.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take , have, and apply to and for his their sole use and benefit, until default be made in the payment of said promissory note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.

And upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at his cost.

AND UPON THIS FURTHER TRUST, upon any default or failure being made in the payment of said note or of any installment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said parties of the second part, Sam Merando and Maurice A. Guervitz or the trustee acting in the execution of this trust shall have the power and it shall be his or his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the parties of the second part or the trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost, of the purchaser, or purchasers thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, and all moneys advanced for taxes, insurance, and assessments, 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 a commission of 5 per centum on the amount of the said sale or sales: SECONDLY, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note be and become immediately due and payable at the election of the holder thereof; and LASTLY, to pay the remainder of said proceeds, if any there be, to said party of first part or assigns, upon the delivery and surrender to the purchaser, his her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

AND the said party of the first part does hereby agree at his own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid to keep the said improvements insured against loss by fire in the full sum of $20,000.00 dollars, in the name and to the satisfaction of the parties of the second part, or substituted trustee, in such fire insurance company or companies as the said party of the second part may select, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any party hereby secured may have said improvements insured and pay said taxes and assessments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.

AND it is further agreed that if the said property shall be advertised for sale, as herein provided, and not sold, the trustee or trustees acting shall be entitled to one-half the commission above provided, to be computed on the amount of the debt hereby secured.

AND the said party of the first part covenants that he will warrant specially the land and premises hereby conveyed, and that will execute such further assurances of said land as may be requisite or necessary.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal on the day and year first hereinbefore written.

Signed, sealed and delivered in the presence of-

/S/ HELEN G. KEHOE

/S/ LOUISE R. JONES

/S/ A. P. GRIFFIN (ATWELL P. GRIFFIN (SEAL)
A. P. Griffin (Atwell P. Griffin

/S/ EDNA M. GRIFFIN (SEAL)
Edna M. Griffin, his wife

District of Columbia :
: ss:
:

I HEREBY CERTIFY that on this 15th day of June 1955, before the subscriber, a Notary in and for the District of Columbia, personally appeared A. P. Griffin(Atwell P. Griffin) and Edna M. Griffin his wife, and did each acknowledge the aforesaid Deed to be their act.

IN TESTIMONY WHEREOF, I have affixed my official seal this 15th day of June, A.D.1955.

(N.P.)
(SEAL)

/S/ LILLIAN R. GARNETT
Notary Public

My Commission Expires Nov. 30, 1959

Received for Record on the 16th day of June, A.D. 1955, at 3:10 o'clock P.M., and recorded in Liber No. C.B.G. 40 at Folio 48, one of the Land Records for St. Mary's County, State of Maryland.

/S/ C. BENEDICT GREENWELL
Clerk

Recording $4.00 Paid
S.S. 33.00 Paid

PETITION
(Filed Aug. 8, 1956)

To the Honorable, the Judges of Said Court:

The Petition of the Trustees in the above case, by Loker & Wigginton, their Attorneys, respectfully shows:

1. That they are the Trustees in a certain Deed of Trust from A. P. Griffin and Edna M. Griffin, his wife, securing an obligation in the amount of $30,000.00 and payable to Merando, Inc.
2. That the property securing this obligation has been appraised at an amount of $24,000.00, but it is doubtful that at the public sale to be held on August 21st, 1956, the property will sell for more than $20,000.00, since the building on said property has not been completed.
3. Your Trustees believe that a bond of $20,000.00 would be adequate for the protection of all concerned in this matter, and the cost of foreclosure would be kept at a minimum.

To the end therefore:

IN EQUITY NO. A-843

1. That this Honorable Court pass an order setting the amount of the bond in the above case at $20,000.00.
2. And for such other and further relief as your Trustees case may require.
And as in duty bound, etc.

Loker & Wigginton

By /S/ R.E. Wigginton
Solicitors for Trustees

ORDER
(Filed Aug. 8, 1956)

Upon the foregoing Petition, it is, by the Circuit Court for St. Mary's County, Maryland, in Equity, this 8th day of August, 1956, Adjudged, Ordered and Decreed, that the bond in the above case be, and the same is hereby set at $20,000.00, provided, that in the event the said property should sell for more than $20,000.00, the Trustees will immediately report the fact to the Court for revision of the amount of bond which will be required.

/S/ J. DUDLEY DIGGES
Judge

SAM MERANDO :
MAURICE GUERVITZ
TRUSTEES : : : : : : : : : : : : : : NO. A- 843
VS
A. P. GRIFFIN, ET AL

A. P. GRIFFIN, ET AL :
VS : : : : : : : : : : : : : : NO. A- 852
SAM MERANDO, ET AL

EX PARTE, IN THE MATTER OF :
THE SALE OF THE MORTGAGED
PREMISES OF A. P. GRIFFIN, ET UX., : : : : : : : : : : : : : : :NO. A- 859
BY WM. ALECK LOKER, ATTORNEY
NAMED IN MORTGAGE

STIPULATION
(Filed Jan. 30, 1957)

It is hereby agreed between counsel for the respective parties hereto that the following stipulation shall be filed in the above mentioned proceedings and shall determine the rights, obligations and duties of the parties to these proceedings.

It is agreed that the statement of account between A. P. Griffin, et al and Merando, Inc. shall be finalized as follows:

Net Contract		$ 275,000.00
Credits		9,613.86
Credit for Wall from 8" to 12"		542.00
Credits due Griffin		$ 285,155.86
Net payments	$ 290,115.84	
Cleaning Contract	2,400.00	
Back Charges	24,087.96	
Total Credits due Merando	$ 316,603.84	$ 316,603.84
Due Merando	$ 316,603.84	
Due Griffin	285,155.86	
Balance owed Merando	$ 31,447.98	

It is therefore stipulated that A. P. Griffin and Edna M. Griffin, his wife, are justly indebted unto Merando, Inc. in the amount of $31,447.98, which said amount is secured by virtue of the Deeds of Trust filed in the above proceedings. And it is stipulated and agreed that the exceptions filed to the Auditor's Report in the proceedings No. A-859 be, and the same are hereby dismissed, and the Court is respectfully requested to ratify the said Auditor's Report which will permit immediate distribution to Merando, Inc. of the amount of $8,035.80 which will be applied to the indebtedness of $31,447.98, and will leave a balance owing to Merando, Inc. of $23,412.18, which said amount shall be secured by the Deed of Trust recorded in Liber CBG No. 40, folio 48, and dated June 14, 1955 against the property of A. P. Griffin near Leonardtown, and referred to as the warehouse property.

And it is stipulated and agreed that notwithstanding the fact that the said Deed of Trust is payable on demand without interest, the parties hereto agree and stipulate that Merando, Inc. and Sam Merando and Maurice Guervitz, Trustees, will forebear the collection of the said sum of $23,412.18 until October 1, 1957, for which forebearance the said A. P. Griffin and Edna M. Griffin, his wife, agree and stipulate that interest at the rate of six per cent (6%) shall be due and payable on said sum and in addition thereto, the rent from said property shall be assigned to Merando, Inc. to be applied on the indebtedness. It is, however, stipulated and agreed, that in the event the said property is advertised for taxes prior to October 1, 1957, or in the event insurance on said property is not maintained, then and in those events, the said Merando, Inc. and the two trustees may consider the said Deed of Trust to be in default, and may immediately proceed to foreclose said Deed of Trust without notice of any kind.

And it is stipulated and agreed that the Mechanics Liens of Southern Concrete Co. and Donald E. Garner Co. shall be settled as soon as possible, and in any event, prior to the scheduled sale date of February 1, 1957, as now advertised under the lien filed by Southern Concrete Co. Failure to do so will be considered a default herein which will render said Deed of Trust immediately due and collectable.

And it is further stipulated that A. P. Griffin and Edna M. Griffin, his wife, shall bear and pay all court costs assessable in the above cases.

And the injunction shall be dissolved and the bond released upon payment by A. P. Griffin and Edna M. Griffin, his wife, of the advertising bill in the amount of $61.75 due St. Mary's Beacon.

It is further agreed that the injunction case, being No. A-852 , be, and the same is hereby dismissed, and the foreclosure case shall remain on the docket pending the final conclusion of these presents.

It is further agreed that in the event of foreclosure, Merando, Inc. will not obtain a deficiency judgment or decree for any unpaid balance of the amount owed. And Merando, Inc. hereby releases unto A. P. Griffin and Edna M. Griffin, his wife, and A. P. Griffin Co., Inc. from any and all claims over and above the amount herein stipulated to be owed arising out of the Alexandria High School contract,

IN EQUITY NO. A-843

and related transactions and agreements, such release of claims does not refer to costs, trustees commission and counsel fees arising out of the Deed of Trust on the warehouse property. And the said A. P. Griffin and Edna M. Griffin, his wife, and A. P. Griffin Co., Inc. hereby releases Merando, Inc. from any and all claims arising out of the Alexandria High School contract and related transactions and agreements.

Witness the hands of the respective counsel of record in the above cases this 30th day of January, 1957.

/S/ OLIVER R. GUYTHER
Oliver R. Guyther

LOKER, WIGGINTON AND LOKER

BY R. E. WIGGINTON

Approved by:

/S/ PHILIP H. DORSEY, JR.
Judge

BOND
(APPROVED AND FILED NOV. 19, 1957)

NO. A-843

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Sam Merando and Maurice A. Guervitz, Trustees in Equity No. A-843 of Washington, D. C. and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty Thousand ($20,000.00) Dollars to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 19th day of November in the year of our Lord nineteen hundred and fifty-seven,

WHEREAS, the above bounden Sam Merando and Maurice A. Guervitz, Trustees, by virtue of a power contained in Deed of Trust from A. P. Griffin and Edna M. Griffin, his wife, to Sam Merando and Maurice A. Guervitz, Trustees dated June 14, 1955 and recorded in Liber C.B.G. No. 40 folio 48 etc., one of the Land Record Books of St. Mary's County, Maryland is authorized and empowered to sell the property described in said Deed of Trust in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said Sam Merando and Maurice A. Guervitz, Trustees are about to execute the power vested in him in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree wich shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

/S/ HELEN G. KEHOE

/S/ KATHRYN N. BERG as to
Maurice A. Guervitz

/S/ SAM MERANDO (SEAL)

/S/ MAURICE A. GUERVITZ (SEAL)

MARYLAND CASUALTY COMPANY

BY

COUNTERSIGNED

Maryland Casualty Company
By JOHN R. DRURY
Attorney-in-Fact

ATTEST:
/S/ R. E. WIGGINTON

BOND APPROVED
C. BENEDICT GREENWELL /S/
Clerk

CERTIFICATE OF PUBLICATION

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

This is to certify that the appended Trustee's Sale has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks, prior to the Nov. 23rd and that the first publication appeared in the issue of Oct. 31, 1957.

SHERIDAN FAHNESTOCK, Publisher
Per Dorothy Radford

BILL

THE ENTERPRISE
MAIN OFFICE * 330 Great Mills Road
Lexington Park, Md. Volunteer 2-1011

Robert Wigginton
Leonardtown, Maryland

AMOUNT 61.75

Date	Description	Charges	Balance
Oct. 31	13" @ 1.75	22.75	
Nov. 7 thru Nov. 21	13" @ 1.00	39.00	61.75

IN EQUITY NO. A-843

AMENDED STATEMENT OF INDEBTEDNESS
(Filed No. 21, 1957)

To Amount due as of January 1, 1957 as per Stipulation - -	$ 23,412.18
To Interest at 6% from Jan. 1, 1957 to Nov. 1, 1957	1,170.65
	$ 24,582.83
By Credit for Rent from Feb. 1, 1957 to Nov. 1, 1957	1,350.00
Balance Due as of November 1, 1957	$ 23,232.83
Interest @ 6% per day $ 3.88	

1956 Taxes ... 177.30
1957 Taxes ... 177.55 plus interest from 7/1/57.

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO wit:

I HEREBY CERTIFY that on this 21st day of October, 1957, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared Sam Merando, President of Merando, Inc., and made oath in due form of law that the above Statement of Debt is true.

Witness my hand and seal Notarial.

/S/ HELEN G. KEHOE
Notary Public

My Commission Expires April 14, 1961

AUCTIONEER'S CERTIFICATE
(Filed Nov. 23, 1957)

I Hereby Certify that I acted as Auctioneer in the sale of the property in the above proceedings, and I attended the sale on November 23rd at 10 A.M., at the Court House door in Leonardtown, and proceeded then and there to make sale of the said property. The property was sold to Merando, Inc. at and for the sum of $14,000.00. The sale was fairly made and properly conducted to the best of my knowledge and belief.

/S/ J. GERALD ABELL
Auctioneer

Received of LOKER, WIGGINTON & LOKER the sum of $10,00 as Auctioneer's fee in the above case.

/S/ J. GERALD ABELL
Auctioneer

REPORT OF SALE
(Filed Nov. 23, 1957)

To the Honorable, the Judges of Said Court:

The Report of Sam Merando and Maurice A. Guervitz, Trustees, by virtue of the authority contained in the Deed of Trust filed in the above entitled case, respectfully shows:

That after giving bond for the faithful performance of the trust reposed in them, and after having complied with all of the other prerequisites as required by law and of the said Deed of Trust, and giving notice of the time, place, manner and terms of sale, by advertisement in The Enterprise, a newspaper published in St. Mary's County, Maryland, for at least three successive weeks before the day of the sale, they did, pursuant to said notice, attend at the Court House door in Leonardtown, Maryland, on the 23rd day of November, 1957 at ten a.m. o'clock, ant then and there proceeded to sell the following described property in manner following, that is to say:

Your Trustees offered for sale to the highest bidder the property described as follows:

A tract of land situate in the Third Election District of St. Mary's County, Maryland, on Route No. 5, containing one-third of an acre, more or less, and described in the Deed of Trust filed in the above proceedings.

The undersigned Trustees sold the said property to MERANDO, INC., for $14,000.00, being then and there the highest bidder.

Respectfully submitted,

/S/ SAM MERANDO
Sam Merando

/S/ MAURICE A. GUERVITZ
Maurice A. Guervitz,
Trustees

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I Hereby Certify that on this 23rd day of November in the year 1957, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Sam Merando and Maurice A. Guervitz, and they made oath in due form of law that the matters and facts set forth herein are true to the best of their knowledge and belief.

As Witness, my hand and Notarial Seal.

/S/ JEAN S. JAGER
Notary Public

ORDER NISI ON SALE
(Filed Nov. 23, 1957)

ORDERED by the Circuit Court for St. Mary's County, Maryland, in Equity, this 23rd day of November 1957, that the Sale made and reported in the above entitled case be ratified and confirmed unless cause to the contrary thereof be shown on or before the 20th day of December, 1957, provided a copy of this Order be published in some newspaper published in St. Mary's County, Maryland, once a week prior to the 20th day of December, 1957.

The Report states that the property was sold to MERANDO, INC. FOR $14,000.00.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk
Circuit Court for St. Mary's
County, Maryland

IN EQUITY NO. A-843

PETITION
(Filed Nov. 25, 1957)

To The Honorable, The Judges of Said Court:

The undersigned solicitors have represented the Trustees in the above entitled case by foreclosing Deed of Trust which provides for Counsel Fees to be set by the Court. Your Petitioners therefore petition this Honorable Court to set counsel fees in such amount as to the Court will seem just and proper.

To the End, Therefore:

1. That Counsel fees for the undersigned Solicitors be set by Order of this Court,

And, as in duty bound, etc.

LOKER, WIGGINTON AND LOKER

By /S/ R. E. WIGGINTON
Solicitors for Trustees

ORDER
(Filed Nov. 25, 1957)

Upon the foregoing Petition it is this 25th day of November, 1957 by the Circuit Court for St. Mary's County, Maryland, in Equity, Adjudged, Ordered and Decreed that counsel fees in above entitled case be allowed in the sum of $1,340.00, and to be paid out as part of the costs of said case.

/S/ PHILIP H. DORSEY, JR.
Judge

CERTIFICATE OF PUBLICATION
(Filed Jan. 9, 1958)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND:

This is to certify that the appended ORDER NISI on SALE has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for four successive weeks, prior to the Dec. 20th, 1957 and that the first publication appeared in the issue of Nov. 28, 1957.

/S/ SHERIDAN FAHNESTOCK, Publisher

Per Dorothy Radford

ORDER OF RATIFICATION OF SALE
(Filed Jan. 9, 1958)

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 9th day of January, 1958, that the sale of the property in the above proceedings mentioned, made and reported by Sam Merando and Maurice A. Guervitz, Trustees named in the Deed of Trust, be ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as by reference to the certificate of publication of the Order Nisi filed herein will more fully appear, and it is further Ordered that these proceedings be referred to Joseph A. Mattingly, Special Auditor of this Court for the purpose of stating and audit therein.

/S/ PHILIP H. DORSEY, JR.
Judge

CLAIM
(Filed Jan. 14, 1958)

(In foreclosure)

STATE OF VIRGINIA, CITY OF ALEXANDRIA, TO WIT:

I HEREBY CERTIFY that on this 3rd day of January A.D. 1958, before the subscriber, a notary public of the State and County aforesaid, personally appeared JOHN V. ARBAN, who, by me, having been first duly sworn in the manner and form required by law, on oath deposes and says:

1. That he is the President of Arban and Carosi, Inc., a corporation, organized and existing under the laws of the State of Virginia, the claimant herein; that he is a citizen of the United States, a resident of the District of Columbia, an adult, competent to testify and has personal knowledge of the matters and things hereinafter set forth.

2. That Arban and Carosi, Inc., claimant herein, keeps books of account and records in the ordinary course of its business; that he has examined the said books of account and records, and finds therefrom that heretofore, to-wit on or about during the period from May 31 to June 30, 1955, the said claimant did, at the request of the defendant A. P. Griffin, furnish certain cast stone materials in the construction of the Great Mills Junior and Senior High School, Great Mills, St. Mary's County, Maryland, at and for the total contract price of $994.00; that the said defendant has never paid the said contract price, or any part thereof, and neither has anyone paid the said contract, or any part thereof for them, and there is, therefore, justly due and owing from the defendant A. P. Griffin to the plaintiff Arban and Carosi, Inc., the full and true sum of $994.00 over and above all discounts, set-offs and other just grounds of defense, besides interest from May 1956, and costs hereof.

WHEREFORE, Arban and Carosi Inc., a corporation, claims from the proceeds of the sale hereof the sum of $994.00

/S/ JOHN V. ARBAN
John V. Arban, President, Arban and Carosi, Inc., a corporation

(N.P.)
(SEAL)

/S/ FANNIE V. MOORE
Notary Public

My commission expires Jan. 4, 1960

IN EQUITY NO. A-843

AUDITOR'S REPORT
(Filed Apr. 8, 1958)

November 23, 1957

In account with the proceeds of the sale of the property of A. P. Griffin, et ux., sold by the Trustees under Deed of Trust filed in the above case:

To Amount of Sale . . . . . $ 14,000.00

To Costs and Expenses:

C. B. Greenwell, Clerk, his fee	$ 27.50	
The Enterprise, Notice of Sale	61.75	
The Enterprise, Orders Nisi, 2@ $10.00	20.00	
The Waldorf Leaf, Advertising	6.51	
J. Gerald Abell, Auctioneer, Use of Loker, Wigginton and Loker	110.00	
County Treasurer, 1956 taxes	177.30	
County Treasurer, 1957 taxes	182.88	
John R. Drury & Son, Bond Prem.	80.00	
To Sam Merando, Trustee's Commission - 2½%	350.00	
To Maurice Guervitz, Trustees " - 2½%	350.00	
Loker, Wigginton and Loker, Attorneys fees, per Order of Court	1,340.00	
Ace Reporting Service	189.30	
Joseph A. Mattingly, Special Auditor	18.00	
Total Expenses	$ 2,813.24	
By Amount to Balance	11,186.76	
TOTALS	$14,000.00	$ 14,000.00
Balance Distributable from above		11,186.76

DISTRIBUTION:

To Merando, Inc., on account of Indebtedness . . . . . $ 11,186.76

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Auditor begs leave to report that in the above entitled cause, after charging your Trustees with the proceeds of the sale of the property sold by them in the above case, he allowed costs and expenses as per vouchers filed therein, the balance was distributable to apply on the indebtedness, no deficiency was allowed because of the stipulation filed in these proceedings.

Respectfully submitted,

/S/ JOS. A. MATTINGLY
Joseph A. Mattingly, Special Auditor

LETTER
(Filed Apr. 8, 1958)

Ace Reporting Company
261 Constitution Ave., N. W.
Washington 1, D. C.

July 23, 1957

Re: Invoice No. A-134
Griffin vs. Merando

Dear Mr. Penn:

Enclosed you will find my check in the amount of $189.30, which is payment in full of the above mentioned invoice. I am very sorry about the delay in settling this bill with you but the case was settled after the testimony and as of this date I have not been able to collect this money from Mr. Griffin. As I ordered the testimony to be taken I am forwarding my personal check.

Very truly yours,

Oliver R. Guyther

ORG/ajd
Encs.(1)

BILL
(Filed Apr. 8, 1958)

MEtropolitan 8-4780

ACE REPORTING COMPANY
261 Constitution Ave., N. W.
Washington 1, D. C.

24 January 1957

Guyther, Oliver R.
Court Square Building
Leonardtown, Maryland

Inv. # A-134

St. Mary's County, Maryland, Circuit Court - Equity #843

GRIFFIN VS MERANDO

10 Jan. '57	1 thru 162	Orig. & 1	162	1.10	178.20
		Travel 110 Miles @ 10¢			10.10
					1.00
					$189.30

IN EQUITY NO. A-843

BILL
(Filed Apr. 8, 1958)

CHARLES COUNTY'S WALDORF LEAF

Main Office
LaGrange Ave., La Plata, Md.
TELEPHONE - La Plata 7961

1957

No. 21	2 3/4 "	Adv. Public Auction Sale Building Occupied By Leonardtown Lumber Co. At 1.50 per inch	WL 15403	4.13	
27	2 3/4"	Adv. At .50 Per Inch	"	2.38	6.51

#843

ORDER NISI ON AUDIT
(Filed Apr. 8, 1958)

ORDERED by the Circuit Court for St. Mary's County, Maryland, in Equity, this 8th day of April, 1958, that the Report of Audit filed in the above entitled case be ratified and confirmed unless cause to the contrary thereof be shown on or before the 19th day of May, 1958, provided a copy of this Order be published in some newspaper published in St. Mary's County, Maryland, once a week in each of three successive weeks prior to the 19th day of May, 1958.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk
Circuit Court for St. Mary's County,
Maryland

CERTIFICATE OF PUBLICATION
(Filed Jun. 10, 1958)

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND
This is to certify that the appended ORDER NISI ON AUDIT has been published in THE ENTERPRISE, a newspaper published in St. Mary's County, Maryland, once a week for Three successive weeks, prior to the May 19th, 1958 and that the first publication appeared in the issue of April 10, 1958.

SHERIDAN FAHNESTOCK, PUBLISHER
Per Dorothy M. Radford

BILL
(Filed Jun. 10, 1958)

THE ENTERPRISE

Main Office - 330 Great Mills Road
Lexington Park, Md. - Volunteer 2-1011

LOKER, WIGGINTON & LOKER
LEONARDTOWN, MARYLAND

AMOUNT 10.00

DATE	DESCRIPTION	BALANCE
	Order of Nisi on Audit Equity # A-843	10.00

ORDER OF RATIFICATION OF AUDIT
(Filed June 12, 1958)

ORDERED by the Circuit Court for St. Mary's County, Maryland, in Equity, this 12th day of May, 1958, that the Report of Special Auditor in the above proceedings mentioned, be ratified and confirmed, no cause to the contrary thereof having been shown, although due notice has been given as by reference to the certificate of publication of the Order Nisi herein filed will more fully appear.

/S/ PHILIP H. DORSEY, JR.
Judge

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND

IN THE MATTER OF THE DEED OF TRUST FROM FLOYD ISAAC VAN DYKE TO JAMES A. HEWITT AND JAMES A. HEWITT, JR., TRUSTEES : EQUITY NO. A-856

PROCEEDINGS TO FORECLOSE DEED OF TRUST
(Filed Aug. 31, 1956)

MR. CLERK:

Please docket the above entitled suit to foreclose Deed of Trust, file the Deed of Trust and Confirmatory Deed of Trust, Military Affidavit, and approve and file bond.

CONROY, WILLIAMS, NYLEN & GILMORE

By JOHN D. GILMORE, JR. /S/
John D. Gilmore, Jr.,
Attorneys for Plaintiffs
P. O. Box 527, 3420 Hamilton Street
West Hyattsville, Maryland
(APpleton 7-1383)

(Filed Aug. 31, 1956)	DEED OF TRUST	- REFERENCE -LIBER NO. CBG 41 PAGE 116,117,118,119.
" Confirmatory	DEED OF TRUST	- REFERENCE -LIBER NO. CBG 41 PAGE 188,189,190,191.
" Affdvt.as to Military Service		- AFFIANT - JOHN D. GILMORE, JR. Aug. 28, 1956
"	BOND NO. 621717	- GREAT AMERICAN INDEMNITY CO. - NEW YORK $14,000.00

STATEMENT OF ACCOUNTS
(Filed Sept. 26, 1956)

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THIS IS TO CERTIFY that the true principal balance due on the promissory note made by Floyd Isaac Van Dyke on August 26, 1955, and secured by a deed of trust given by him and recorded among the Land Records of St. Mary's County, Maryland, in Liber 41 at folio 116, which said note was payable to the order of S. L. Hammerman Organization, Inc., was on September 4, 1956, Ten Thousand, Three Hundred Eighty-four and 90/100 Dollars, ($10,384.90); and that interest thereon at the rate of four and one-half (4½%) per centum per annum was due from March 1, 1956.

/S/ BERNARD A. KANE
Bernard A. Kane

WASHINGTON, D. C. to wit:

I HEREBY CERTIFY that on this 13th day of September, 1956, before me a Notary of Public in and for the District aforesaid personally appeared the said BERNARD A KANE, Vice President of S. L. Hammerman Organization, Inc., and made oath in due form of law that the matters and facts set forth in the aforegoing statement of account are true to the best of his knowledge, information and belief.

WITNESS my hand and official seal.

/S/ WM. H. HUTCHERSON
Notary Public D.C.

(N.P.)
(SEAL)

My commission expires:
Sept. 14, 1960

TRUSTEES' REPORT OF SALE
(Filed Sept. 26, 1956)

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of the undersigned Trustees named in the Deed of Trust from Floyd Isaac Van Dyke dated the 26th day of August, 1955, and recorded among the Land Records of St. Mary's County, Maryland, respectfully shows:

THAT after default had occurred under the terms and conditions of the said Deed of Trust; and after they had given bond with security for the said Deed of Trust, and having complied with all of the 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 ENTERPRISE, a weekly newspaper published in St. Mary's County, Maryland, as required, the said undersigned trustees James A. Hewitt and James A. Hewitt, Jr., did pursuant to said notice, attend the place of sale, to wit, the premises at 424 Essex Drive, Lexington Park, Maryland, on September 4, 1956, at 10:00 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 S. L. Hammerman Organization, Inc., at and for the sum of Ten Thousand, Three Hundred Dollars, ($10,300.00).

The said Trustees further report and state that the said sale was in every respect fairly made and that the property brought a fair price.

/S/ JAMES A. HEWITT
James A. Hewitt (SEAL)

/S/ JAMES A. HEWITT, JR.
James A. Hewitt, Jr. (SEAL)

Trustees.

IN EQUITY NO. A-856

CONROY, WILLIAMS, NYLEN & GILMORE

By JOHN D. GILMORE, JR.
John D. Gilmore, Jr.,
Attorney for Trustees
P. O. Box 527, 3420 Hamilton Street
West Hyattsville, Maryland
(APpleton 7-1383)

WASHINGTON, D. C., TO WIT:

I HEREBY CERTIFY that on this 11th day of September, 1956, before me a Notary Public in and for the District aforesaid personally appeared the said JAMES A. HEWITT and JAMES A. HEWITT, JR, Trustees above named and made oath in due form of law that the matters and facts set forth in the aforegoing report are true to the best of their knowledge, information and belief and further made oath that the sale therein reported was fairly made.

WITNESS my hand and official seal.

/S/ WM. H. HUTCHERSON
Notary Public D.C.

My commission expires: Sept. 14, 1960
(N.P.)
(SEAL)

AUDITOR'S REPORT
(Filed Feb. 19, 1957)

JAMES A. HEWITT AND JAMES A. HEWITT, JR., TRUSTEES

In Account with the proceeds from the sale of the property sold by them under Deed of Trust in this cause:

1956 September 4, to proceeds of sale as per report	$ 10,300.00	
BY COSTS AND EXPENSES AS FOLLOWS:		
C. Benedict Greenwell, Clerk, his fees		$ 27.50
The Enterprise, publication of Notice of Sale ($47.50) and Order Nisi ($10.00)		57.50
St. Mary's Beacon, Publication of Orders Nisi		23.75
Roberta B. Laughton Agent, Premium on Bond		56.00
James A. Hewitt, et al., Trustees Commission		103.00
Conroy, Williams, Hylen & Gilmore, Attorneys fee		150.00
W. M. Loker, Jr., Auditor's fee		18.00
TOTALS	$ 10,300.00	$ 1,435.75
By Amount to Balance		9,864.25
TOTALS	$ 10,300.00	$ 10,300.00
Balance distributable as above	9,864.25	
DISTRIBUTION:		
To S. L. Hammerman Organization, Inc. to partially satisby debt secured by Deed of Trust herein filed		$ 9,864.25
TOTALS	$ 9,864.25	$ 9,864.25
Deficiency due S. L. Hammerman Organization, Inc.	856.87	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR AUDITOR begs leave to report that in the above entitled cause, after charging the Trustees with the proceeds from the sale of the property sold by them, he has allowed costs and expenses as per vouchers filed herein. He then distributed the balance to the holder of the note secured by the Deed of Trust in this cause filed in partial satisfaction of the amount due it, and has allowed to the said holder a deficiency representing the balance remaining due the said holder.

Respectfully submitted

/S/ W. M. LOKER, JR.
W. M. Loker, Jr., Auditor

FINAL ORDER OF RATIFICATION
(Filed Mar. 30, 1957)

ORDERED this 30th day of March, 1957, by THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND, in equity, that the Auditor's Report filed in the above entitled cause, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although notice of the filing of this Report appear to have been given as required by the Order of Ratification Nisi, heretofore passed and published in THE ENTERPRISE NEWSPAPER, Lexington Park, Maryland.

/S/ PHILIP H. DORSEY, JR.
Judge of the Circuit Court for
St. Mary's County, Maryland

EX PARTE, IN THE MATTER OF THE SALE OF THE MORTGAGED PREMISES OF ATWELL P. GRIFFIN AND EDNA M. GRIFFIN, HIS WIFE, BY WM. ALECK LOKER, ATTORNEY NAMED IN THE MORTGAGE	:	IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND IN EQUITY NO. A-859

ORDER TO DOCKET SUIT AND REQUEST
TO HAVE BOND SET
(Filed Sept. 5, 1956)

Mr. Clerk:

Please docket suit in the above styled case and file the mortgage as Exhibit "A" and the Statement of the mortgage debt and set the amount of bond that will be required of the undersigned attorney.

/S/ WM. ALECK LOKER
Wm. Aleck Loker, Attorney
named in the Mortgage

The Bond in this case is hereby set at $20,000.00

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk
Circuit Court for St. Mary's County,
Maryland

(FILED SEPT. 5, 1956) MORTGAGE * REFERENCE - LIBER NO. CBG 33 PAGE 474,475,476

MORTGAGE NOTE

$20,000.00 Leonardtown, Maryland, January 30, 1954

Secured by a Mortgage of even date herewith, we promise to pay to the order of The First National Bank of St. Mary's at Leonardtown, a body corporate, the principal sum of Twenty Thousand($20,000.00) Dollars, which is to be repaid, with interest at the rate of six (6%) per cent per annum, in the following manner, that is to say: The interest herein reserved is to be paid semi-annually and the principal sum is to be repaid in three (3) equal annual installments of Six Thousand ($6000.00) Dollars each, and a final fourth installment of Two Thousand ($2000.00) Dollars, payable one, two, three and four years from the date hereof, respectively; with the privilege of paying all or any part of said principal and interest on any regular payment date.

VALUE RECEIVED:

/S/ ATWELL P. GRIFFIN
Atwell P. Griffin

/S/ EDNA M. GRIFFIN
Edna M. Griffin

For Value Received, Fourteen Thousand and Seventy Dollars ($14,070.00) The First National Bank of St. Mary's, at Leonardtown, a Corporation, does hereby assign the within note to Merando Incorporated, without recourse.

Witness, the First National Bank of St. Mary's, at Leonardtown, a Corporation, by the hand of R. Bascom Broun, Jr., its Vice-President, and its Corporate Seal, hereunto duly affixed, attested by the hand of Wm. G. Fenwick, its Assistant Cashier.

Attest:

/S/ WM. G. FENWICK (SEAL)
Wm. G. Fenwick
Assistant Cashier.

The First National Bank of St. Mary's,
at Leonardtown, a Corporation.

By: R. BASCOM BROUN, JR.
R. Bascom Broun, Jr.
Vice-President.

(FILED SEPT. 29, 1956) - BOND - HARTFORD ACCIDENT AND INDEMNITY CO.,HARTFORD, CONN. ($25,000.00)

REPORT OF SALE
(Filed Oct. 2, 1956)

To the Honorable, the Judges of said Court:

The Report of Wm. Aleck Loker, Attorney named in the Mortgage, by virtue of the authority contained in the Mortgage filed in the above entitled case, respectfully shows:

That after giving bond for the faithful performance of the trust reposed in him, and after having complied with all of the other prerequisites as required by law and of the said Mortgage, and giving notice of the time, place, manner and terms of sale, by advertisement in The Enterprise, a newspaper published in St. Mary's County, Maryland, for at least three successive weeks before the day of the sale, he did, pursuant to said notice, attend at the Court House door in Leonardtown, Maryland on Saturday, September 29th at 11:00 A.M. and then and there proceeded to sell the following described property in manner following, that is to say:

Your attorney offered for sale to the highest bidder the property described as follows:

A tract of land situate in the Seventh Election District of St. Mary's County, Maryland, containing 57/100 of an acre of land, being a part of Lot No. 9 in Butterfield's Addition to Colton's Point, and described in the Mortgage filed in the above proceedings. The undersigned attorney sold the property to C. Frank Gass for $24,400.00, he being then and there the highest bidder.

Respectfully submitted,

/S/ WM. ALECK LOKER
Wm. Aleck Loker,
Attorney named in the mortgage.

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I Hereby Certify that on this 2nd day of October in the year 1956, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Wm. Aleck Loker, and he made oath in due form of law that the matters and facts set forth herein are true to the best of his knowledge and belief.

As Witness, my hand and Notarial Seal.

(N.P. SEAL) /S/ JEAN S. JAGER - Notary Public

IN EQUITY NO. A-859

ORDER OF RATIFICATION OF SALE
(Filed Nov. 3, 1956)

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 3rd day of November, 1956, that the sale of the property in the above proceedings mentioned, made and reported by Wm. Aleck Loker, attorney named in the mortgage, be ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as by reference to the certificate of publication of the Order Nisi filed herein will more fully appear, and it is further Ordered that these proceedings be referred to Joseph A. Mattingly, Special Auditor of this Court for the purpose of stating an audit therein.

/S/ J. DUDLEY DIGGES
Judge

(Filed Nov. 3, 1956 Affidavit - Reference -Decree Record CBG.No. 11 , No. A-843 Page 213)
(Filed Nov. 3, 1956 " - Reference -Robert E. Wigginton, Attorney for Merando, Inc.)

AUDITOR'S REPORT
(Filed Dec. 5, 1956)

Wm. Aleck Loker, Attorney named in Mortgage

In account with the proceeds from the sale of the property sold by him under the terms of the mortgage in the above-entitled cause:

1956 September 29, To proceeds of sale as per report:	$24,400.00	
BY COSTS, EXPENSES AND TAXES AS FOLLOWS:		
C. Benedict Greenwell, Clerk, his costs		$ 27.50
Wm. Aleck Loker, Attorney, fee named in mortgage		50.00
Wm. Aleck Loker, Attorney, commission on sale (6% of $24,400.00)		1,464.00
Frank A. Combs, Insurance Agency, premium on Bond		100.00
The Enterprise, publication of Notice of Sale ($44.92) and two Orders Nisi @ $10.00: $20.00		64.92
J. Gerald Abell, auctioneer's fee, use of Loker, Wigginton and Loker		15.00
County Taxes, 1955		186.05
Francis G. Cecil, Treasurer, State and County Taxes, 1956, adjusted		146.70
The Evening Star Newspaper Company, publication of Notice of Sale, use of Loker, Wigginton and Loker		12.00
Joseph A. Mattingly, Special Auditor's fee		18.00
TOTALS	$24,400.00	$ 2,083.17
Amount to Balance		22,316.83
TOTALS	$24,400.00	$24,400.00
Balance distributable as above	$22,316.83	
DISTRIBUTION:		
To Merando, Inc., assignee of mortgage filed in this cause balance due on mortgage debt		$14,281.03
To Merando, Inc., in partial satisfaction of debt due it as evidenced by note secured by Deed of Trust filed herein		8,035.80
TOTALS	$22,316.83	$22,316.83

TO THE HONORABLE, THE JUDGES OF SAID COURT:
YOUR SPECIAL AUDITOR Begs leave to report that in the above-entitled cause, after charging the attorney named in the mortgage with the proceeds of the sale of the property sold by him in the above-entitled cause, he has allowed costs, expenses and taxes per vouchers filed herein. He then distributed the balance to Merando, Inc., assignee of the mortgage filed in this cause in satisfaction of its mortgage debt and to the said Merando, Inc., in partial satisfaction of the debt due it by said mortgagors as evidenced by the note secured by Deed of Trust filed in said cause.

Respectfully submitted,

JOS. A. MATTINGLY /S/
Joseph A. Mattingly, Special Auditor

ORDER NISI FILED DEC. 5, 1956

EXCEPTION TO AUDITOR'S REPORT
(Filed Dec. 20, 1956)

To The Honorable, the Judges of said Court:

Your Petitioners, Atwell P. Griffin and Edna M. Griffin, and A. P. Griffin Co., Inc. a body corporate of the state of Maryland by their attorney pray leave to except to the Auditor's report filed in the above entitled case on December 5, 1956 by Joseph A. Mattingly, special auditor:

1. For that, the balance distributed to Merando, Inc. in partial satisfaction of debt due it as evidenced by note secured by deed of trust filed in the hereinabove entitled case, that is, the sum of Eight Thousand Thirty Five Dollars and Eighty Cents ($8,035.80) is improperly audited to Merando, Inc. for that:

(a) Your petitioners are plaintiffs in the Equity case being Equity No. A-852, filed in the circuit court for St. Mary's County, Md.

And the said Merando Inc., distributee of the aforesaid sum has been a defendant in said Equity proceedings filed as aforesaid, in which equitable proceedings your Petitioners as Plaintiffs deny that they are indebted to Merando, Inc. as is allegedly evidenced by the Deed of Trust Note filed in the hereinabove first mentioned proceedings.

IN EQUITY NO. A-859

(b) Your petitioners allege, as they have so stated in Equity Case No. A-852, that they are not now indebted to Merando, Inc. in the amount of said Deed of Trust, and that if it be shown that they are indebted to Merando, Inc. in any amount, the debt is not yet due, that is, the claim of any indebtedness is premature by the alleged creditor.
(c) That it is improper to apply the proceeds of a foreclosure sale under a senior mortgage to a junior mortgage or lien, when there has been no proff that the amount allegedly due by virtue of the junior mortgage or lien is in dispute, as to amount, and as to the time when due.
(d) That as your petitioners, as plaintiffs in Equity No. A-852 are properly bonded in said proceedings, it would not be prejudicial, or harmful, to the said Merando, Inc's position to hold up the distribution of the said sum as audited to them by the auditor's report filed in this proceedings.

TO THE END THEREFORE: your petitioners pray this Honorable Court:

1. To disallow the distribution to Merando Inc. in the amount of $8,035.80 as shown by the special auditor's report filed in this proceedings.

2. To set the hearing date regarding your petitioner's exception to the auditor's report subsequent to the hearing scheduled for the case Equity No. A-852 as said latter suit deals with same matters as this petition, and could well remove the necessity for a hearing on this exception.

And As In Duty Bound Etc:

Atwell P. Griffin and Edna M. Griffin
A. P. Griffin Co., Inc.

By: OLIVER R. GUYTHER (SEAL)
Oliver R. Guyther, Attorney for
Petitioners

MOTION TO DISMISS "EXCEPTION TO AUDITOR'S REPORT"
(Filed Jan. 8, 1957)

To the Honorable, the Judges of said Court:

Wm. Aleck Loker, Attorney named in the Mortgage heretofore filed in these proceedings respectfully moves this Honorable Court to dismiss the exception to Auditor's Report filed herein on behalf of Atwell P. Griffin and Edna M. Griffin, his wife, and A. P. Griffin Company, Inc., a body corporate, and further moves this Honorable Court to finally ratify and confirm the Auditor's Report as stated and filed in this Court, and assigns as reasons the following:
1. That there is nothing in these proceedings to show any interest in the subject matter of this cause in A. P. Griffin Company, Inc., a body corporate.
2. That those on whose behalf the exception to Audit is filed do not deny that the sum of $8035.80 is secured by the Deed of Trust referred to in the Auditor's Report.
3. That those on whose behalf the exception to Audit is filed do not deny the execution of the said Deed of Trust and the execution of the Note which it was given to secure.
4. That those on whose behalf the exception to Audit is filed do not deny that they are indebted unto Merando, Inc. in the sum of $8035.80
5. That Equity case No. A-852 does not relate to the Deed of Trust referred to in the Auditor's Report.
6. And for further reasons that will be assigned at the hearing.

/S/ WM. ALECK LOKER
Wm. Aleck Loker, Attorney

I hereby certify that a copy of this Motion to Dismiss Exception to Auditor's Report was sent to Oliver R. Guyther, Esquire, Leonardtown, Maryland, Attorney for the Petitioners, on this 8th day of January, 1957.

/S/ WM. ALECK LOKER
Wm. Aleck Loker, Attorney

STIPULATION
(Filed Jan. 30, 1957 - REFERENCE -DECREE BOOK CBG.No.11, Equity No. 843,Page 215,216)

ORDER OF RATIFICATION OF AUDIT
(Filed Jan. 30, 1957)

ORDERED by the Circuit Court for St. Mary's County, Maryland, in Equity, this 30th day of January, 1957, that the Report of Special Auditor in the above proceedings mentioned, be ratified and confirmed, no cause to the contrary thereof having been shown, although due notice has been given as by reference to the certificate of publication of the Order Nisi filed herein will more fully appear.

/S/ PHILIP H. DORSEY, JR.
Judge

OVELLA FIELDS PLAINTIFF	:	IN THE CIRCUIT COURT
	:	FOR
VS	:	ST. MARY'S COUNTY, MD.
	:	IN EQUITY NO. A-872
GRANVILLE V. HALL AND METROPOLIS BLDG. ASSOCIATION OF BALTIMORE CITY, MORTGAGEE DEFENDANTS	:	

BILL OF COMPLAINT
(Filed Oct. 11, 1956)

To the Honorable, Judge of said Court:

Your Plaintiff, Ovella Fields complaining says:

1. That on the 14th day of August, 1952 she purchased with her own funds a tract of land situate, lying and being in the Eighth Election District of St. Mary's County, Maryland, being 200 feet by 150 feet from Albert L. Fish and wife. Said deed being recorded in Liber C.B.G. No. 38 Folio 495, one of the land records of St. Mary's County, Maryland. A certified copy of said deed, being filed, marked Plaintiff's Exhibit A.

2. That on the 10th day of June, 1953 she purchased with her own funds a tract of land situate, lying and being in the Eighth Election District of St. Mary's County, Maryland, being 200 feet by 150 feet from Albert L. Fish and wife. Said deed being recorded in Liber C.B.G. No. 44, Folio 437, one of the land records of St. Mary's County, Maryland. A certified copy of said deed, being filed, marked Plaintiff's Exhibit B.

3. That the said Plaintiff with her own funds and a loan of $3900.00 from the Metropolis Building Association constructed two homes on said property and has made a number of monthly payments on the aforesaid mortgage. Said mortgage being recorded in Liber C.B.G. No. 39, Folio 202, one of the mortgage records of St. Mary's County, Maryland. A certified copy of said mortgage, being herewith filed, marked Plaintiff's Exhibit C.

4. That on the 27th day of April, 1955 the said Plaintiff through a mistake, and fraud and misrepresentation and deceit practiced and perpetrated by the Defendant, Granville V. Hall executed a pretended deed purporting to convey the above described property to a straw person, H. Audrey Zurill, who in turn conveyed the property to your Plaintiff and Granville V. Hall as joint tenants and not as tenants in common. Said deeds are herewith filed marked Plaintiff's Exhibit C and D. Being duly recorded in Liber C.B.G. No. 56, Folio 290 and Liber C.B.G. No. 56, Folio 318, etc.

5. That the said Defendant, Granville V. Hall has no financial interest or otherwise in said property and has contributed no funds for the purchase or construction of the two dwellings on said property and unless the said pretended deeds are set aside and annulled by Court of Equity, the Plaintiff will be deprived of her rights and interest to which she is entitled and will bestow an interest to the said Granville V. Hall in said property, who should not have any interest whatsoever in same.

6. That the said pretended deeds in which the said Granville V. Hall acquired an interest is wholly without legal consideration, is fraudulent and void and should be set aside by a Court of Equity.

7. That the said Granville V. Hall is legally married but was permitted by the Plaintiff to live in the house, owned by the said Plaintiff.

To the end therefore:

1. That the said pretended deeds dated April 27th., 1955 from Ovella Fields to H. Audrey Zurill and from H. Audrey Zurill to Ovella Fields and Granville V. Hall, as joint tenants, recorded in Liber C.B.G. No. 56, Folio 290 and Liber C.B.G. No. 56, Folio 318, be annulled and set aside by the Decree of this Court, or in the alternative the said alleged interest of the said Granville V. Hall be subjected to a trust in favor of the Plaintiff as her interest may appear and a trustee be appointed to sell said property and divide the proceeds according to their respective interests, after the payment of the aforesaid mortgage.

2. That your Plaintiff may have such other and further relief as her case may require.

And as in duty bound, etc.

/S/ Ovella Fields
Plaintiff

/S/ JOSEPH D. WEINER
Attorney for Plaintiff

SUBPOENA ISSUED OCTOBER 11, 1956 TO GRANVILLE V. HALL COMPLAINANT - OVELLA FIELDS- FILED Nov. 7, 1956
SUBPOENA SERVED OCTOBER 15, 1956 TO GRANVILLE V. HALL, PER H. S. LANCASTER * DEP. SHERIFF
SUBPOENA ISSEUD OCTOBER 23, 1956 TO METROPOLIS BUILDING ASSOCIATION OF BALTIMORE CITY * COMPLAINANT - OVELLA FIELDS - FILED Nov. 1, 1956
SUBPOENA SERVED OCTOBER 29, 1956 TO STUART C. SMITH, EXECUTIVE SECRETARY TO METROPOLIS BLDG. ASSOC. PER JOSEPH C. DEEGAN, SHERIFF

PLAINTIFF'S EXHIBIT A - DEED - REFERENCE - LIBER C.B.G. NO. 38, FOLIO 495 - FILED OCT. 23, 1956
PLAINTIFF'S EXHIBIT B - DEED - REFERENCE - LIBER C.B.G. NO. 44, FOLIO 437 - FILED OCT. 23, 1956
PLAINTIFF'S EXHIBIT C - MORTGAGE - REFERENCE - LIBER C.B.G. NO. 39, FOLIO 202 - FILED OCT. 23, 1956
PLAINTIFF'S EXHIBIT D - DEED - REFERENCE - LIBER C.B.G. NO. 56, FOLIO 318 - FILED OCT. 23, 1956
PLAINTIFF'S EXHIBIT E - DEED - REFERENCE - LIBER C.B.G. NO. 56, FOLIO 290 - FILED OCT. 23, 1956

IN EQUITY NO. A-872

ANSWER
(Filed Nov. 9, 1956)

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Metropolis Building Association respectfully shows unto your Honor:

1. That it has no specific knowledge as to the allegations of paragraph 1., hence neither admits nor denies the same but calls on the plaintiff for strict proff thereof.

2. That is has no specific knowledge as to the allegations of paragraph 2., hence neither admits nor denies the same but calls on the plaintiff for strict proff thereof.

3. That it admits mortgage was executed by Ovella Fields and Granville V. Hall to the within defendant on the date of April 27, 1955 and recorded in the Land Records of St. Mary's County in Liber C.B.G. No. 39, folio 202, encumbering two lots of ground described therein in the amount of $3900.00 and that weekly payments have been made on account of said mortgage by or in behalf of said mortgagors, but defendant refers to said mortgage duly recorded as the best evidence of the terms and stipulations thereof, no copy of exhibits filed with said Complaint being served upon this defendant; that it neither admits nor denies the other allegations of said paragraph and calls on plaintiff for strict proff thereof.

4. That it refers to exhibit mentioned in said paragraph as the best evidence of the terms and stipulations thereof; that it has no specific knowledge as to the alleged mistake, fraud, misrepresentation and deceit mentioned in said paragraph without particulars thereof, hence it neither admits nor denies the same but calls on the plaintiff for strict proff thereof; answering said paragraph further, it avers that settlement of the mortgage and preparation of accompanying conveyances were drafted and consummated in the office of counsel of this defendant as a matter of routine on or about April 27, 1955.

5. That it has no specific information as to the allegations of said paragraph, hence neither admits nor denies the same but calls on the plaintiff for strict proff thereof.

6. That it has no specific information as to the allegations of said paragraph, hence neither admits nor denies the same but calls on the plaintiff for strict proff thereof.

7. That it has no specific information as to the allegations of said paragraph, hence neither admits nor denies the same but calls on the plaintiff for strict proff thereof.

8. That in further answer to said Complaint, this defendant avers it has no direct interest in the matter pending before this Honorable Court, except to protect its interest as Mortgagee and to see that the ends of justice are subserved, no relief having been prayed against this defendant.

AND having fully answered said Complaint, it prays that same may be dismissed as to it with proper costs.

/S/ PHILANDER B. BRISCOE
Philander B. Briscoe
Attorney for Defendant
430 Equitable Building
Baltimore 2, Maryland

I HEREBY CERTIFY That I mailed a copy of the aforegoing Answer to William O. E. Sterling, Esquire, and Joseph D. Weiner, Esquire, both of Leonardtown, Maryland, this 6th day of November, 1956.

/S/ PHILANDER B. BRISCOE
Philander B. Briscoe

ANSWER
(Filed Nov. 20, 1956)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes the Defendant, Granville V. Hall, by William O. E. Sterling, his Solicitor, and in answer to the Bill of Complaint filed in the above entitled cause, states:

1. That he admits so much of paragraph 1 of the Bill of Complaint; that on the 14th day of August, 1942, a tract of land, situate, lying and being in the Eighth Election District of St. Mary's County, Maryland, being 200' x 150' was conveyed to the Plaintiff by Albert L. Fish, et ux., by Deed recorded among the Land Records of St. Mary's County, Maryland, in Liber C.B.G. No. 38, Folio 495, but he denies that the Plaintiff purchased the same with her own funds.

2. That he admits so much of paragraph 2 of the Bill of Complaint; that on June 10, 1953, a tract of land, situate, lying and being in the Eighth Election District of St. Mary's County, Maryland, being 200' x 150' was conveyed to the Plaintiff by Albert L. Fish, et ux., by Deed recorded among the Land Records of St. Mary's County, Maryland, in Liber C.B.G. No. 44, Folio 437; but he denies that the Plaintiff purchased same with her own funds.

3. That he denies the allegations of paragraph 3 of the Bill of Complaint.

4. That he denies the allegations of paragraph 4 of the Bill of Complaint and states that on the 27th day of April, 1955, the Plaintiff executed a Deed conveying the properties described in the Bill of Complaint to H. Audrey Zurill, who in turn conveyed the properties to the Plaintiff and this Defendant, Granville V. Hall, as Joint Tenants, and not as tenants in common, without any mistake, fraud, misrepresentation and deceit practiced and perpetrated by this Defendant, Granville V. Hall, on the Plaintiff.

5. That he denies the allegations contained in paragraph 5 of the Bill of Complaint and specifically states that he does have a financial interest in the properties described in said Bill of Complaint.

6. That he denies the allegations of paragraph 6 of the Bill of Complaint.

7. That he denies the allegations of paragraph 7 of the Bill of Complaint, other than he is legally married.

And having fully answered the Bill of Complaint, he prays that same may be dismissed with proper costs.

/S/ WILLIAM O. E. STERLING
William O. E. Sterling, Attorney
for Granville V. Hall, Defendant.

I HEREBY CERTIFY THAT A COPY of the aforegoing Answer was mailed to Joseph D. Weiner, Attorney at Law, Leonardtown, Maryland, Attorney for the Plaintiff, postage prepaid, this 19th day of November, 1956, and I FURTHER CERTIFY that I mailed a copy of the aforegoing Answer to Philander B. Briscoe, Solicitor for the Defendant, Metropolis Building Association of Baltimore City, 430 Equitable Building, Baltimore 2, Maryland, postage prepaid, this 19th day of November, 1956.

/S/ WILLIAM O. E. STERLING
William O. E. Sterling, Attorney
for Granville V. Hall, Defendant.

IN EQUITY NO. A-872

STIPULATION
(Filed Apr. 3, 1957)

The plaintiff and defendant mutually agree as follows:

1. That the proceedings against Metropolis Bldg. Assoc. be and they are hereby dismissed.

2. That the parties mutually agree that the property described in the proceedings are not susceptible of partition in kind without loss and injury to the parties hereto and the property be sold and the net proceeds be divided in accordance with the Opinion of the Court to be filed herein and the costs to be equally divided between the parties hereto.

/S/ JOSEPH D. WEINER
Solicitor for Plaintiff

/S/ WILLIAM O. E. STERLING
Solicitor for Defendant

DECREE
(Filed Apr. 3, 1957)

The above cause standing ready for hearing and being submitted after testimony was taken and Stipulation filed, the proceedings were carefully considered.

It is thereupon, this 3rd day of April, 1957 by the Circuit Court for St. Mary's County, Maryland in Equity, Adjudged, Ordered and Decreed, that the land and premises mentioned and described in these proceedings which was conveyed to the parties hereto by H. Audrey Zurill by deed, dated April 27, 1955 and recorded in Liber C.B.G. No. 56 Folio 318, one of the land records of St. Mary's County, Maryland be sold subject to the mortgage of Metropolis Building Assoc. of Baltimore City that Joseph D. Weiner and William O. E. Sterling be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a surety or sureties to be approved by this Court, in the penalty of $3000.00 conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future decree or Order in the premises; that they shall then proceed to make the said sale, having given at least three successive weeks notice by advertisement, inserted in such newspaper or newspapers published in St. Mary's County, Maryland, as they shall think proper, of the time, place, manner and terms of sale, which shall be by public auction at the Court House, Leonardtown, Maryland; the terms of sale being cash with a deposit of $500.00 at the time and place of sale, and the balance of the purchase price upon final ratification of sale, 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 their proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale and on the payment of the whole purchase price, the said trustees shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law convey to the purchaser or purchasers, his, her or their heirs the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, and those claiming by, from or under them or either of them. And the said trustees shall bring into this Court the money arising from said sale to be distributed under the direction of this Court and in accordance with the opinion filed herein and after deducting the costs of this suit and such commission to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

/S/ J. DUDLEY DIGGES
Judge

(FILED MAY 3, 1957 - BOND - HARTFORD ACCIDENT AND INDEMNITY COMPANY, HARTFORD, CONN. ($3,000.00)

ORDER FOR DISMISSAL
(Filed June 9, 1958)

Mr. Clerk: A-872

We hereby consent to a Dismissal of the above proceedings.

/S/ JOSEPH D. WEINER
Solicitor for the Plaintiff

/S/ WILLIAM O. E. STERLING
Solicitor for the Defendant

COURT ORDER
(Filed June 9, 1958)

It is hereby Ordered this 9th day of June, 1958, by the Circuit Court for St. Mary's County, Maryland, in Equity, that the Decree entered in the above entitled case be and the same is hereby vacated by agreement of parties thereto.

/S/ PHILIP H. DORSEY, JR.
Judge

GEORGE ALBERT CLEMENTS, MAUDE CLEMENTS, JOHN D. CLEMENTS, AND PATSY ANN CLEMENTS, INFANTS, BY LILLIAN CLEMENTS, MOTHER AND NEXT FRIEND OF SAID INFANTS, LEONARDTOWN, MARYLAND	:	IN THE CIRCUIT COURT
	:	FOR
PLAINTIFFS	:	ST. MARY'S COUNTY, MARYLAND
VS	:	IN EQUITY NO. A-876
PHILIP O. CLEMENTS LEONARDTOWN, MARYLAND	:	
DEFENDANT	:	

BILL OF COMPLAINT
(Filed Oct. 29, 1956)

To the Honorable, the Judges of said Court:

Your Plaintiffs in the above case by Dorsey and Sterling, their Solicitors, respectfully show:

1. That a certain Rosa M. Clements was in her lifetime seized and possessed of a certain tract of land situated in the village of Leonardtown in the Third Election District of St. Mary's County, Maryland, and described as follows, that is to say: Beginning for the same at a stob or post about mid-way the hill leading to Leonardtown Wharf and running south with said Washington Street 100 feet to another stob or post where an old house once stood, thence west in a straight line 54 ½ feet to another stob or post near a small ravine, thence north in a straight line 100 feet to another stob or post, thence east in a straight line to the place of beginning, containing about one-eighth of an acre, and being all and the same land conveyed by Joseph H. Key and Mattie M. Key, his wife, to the said Rosa M. Clements, by Deed dated March 11th, 1908, and recorded among the Land Records of St. Mary's County, Maryland, in Liber E.B.A., No. 7, Folio 127, a certified copy of said Deed being filed herewith, made part hereof, and marked Plaintiffs' Exhibit "A".

2. That being so seized and possessed of said land, the said Rosa M. Clements departed this life intestate on the 21st day of April, 1955, leaving surviving her the following children and descendants to whom, as heirs at law, the above described property descended, namely, William M. Clements, her son, Margaret Ruth Beall, her daughter, Eloise Spaulding, her daughter, Agnes G. Tuniman, her daughter, Leo Clements, her son, Francis G. Clements, her son, Philip O. Clements, the Defendant, her son, the children of her deceased son, Reginald Clements, who departed this life prior to the said Rosa M. Clements, namely, Charles Clements, Paul Clements, Scott Clements, Dent Clements, William G. Clements, and Nora Clements, all of whom are adults, and the above Plaintiffs, namely, George Albert Clements, Maude Clements, John D. Clements and Patsy Ann Clements, all of whom are infants and the children of her deceased son, Walter Dawkins Clements, who departed this life prior to the said Rosa M. Clements, namely, Louis Clements, Florene Saunders, Margaret Gulli, Alberta Clements, Eileen Clements, Walter D. Clements, William Maurice Clements, Rosa Kempe, Frank Clements and Ruth Yacovissi, all of whom are adults.

3. That the infant plaintiffs, George Albert Clements, Maude Clements, John D. Clements and Patsy Ann Clements, are each the owners of a one one ninetieth undivided interest in the aforesaid real estate, as heirs at law and next of kin of the said Rosa M. Clements; that the remaining eighty-six ninetieth undivided interest in the above described land is now owned by the said Defendant, Philip O. Clements, who secured the interest of the afore-mentioned other heirs by various deeds recorded among the Land Records of St. Mary's County, Maryland.

4. That acting for the best interest and advantage of the said infants, George Albert Clements, Maude Clements, John D. Clements and Patsy Ann Clements, the said Lillian Clements, acting as next friend and mother of said infants, has agreed to sell to the said Philip O. Clements, the Defendant, their four ninetieth undivided interest in the above described land, at and for the price of Two Hundred ($200.00) Dollars, and have entered into a contract of sale dated the 7th day of May, 1955, by and between the said Lillian Clements, mother and guardian of the said George Albert Clements, Maude Clements, John D. Clements and Patsy Ann Clements, parties of the first part, and the said Philip O. Clements, party of the second part, the original of which Contract of Sale is filed herewith, made part hereof, and marked Plaintiffs' Exhibit "B"; that the said Contract of Sale provides, among other things, that the purchase price of Two Hundred ($200.00) Dollars is to be paid in cash at such time as the sale is ratified by the Circuit Court for St. Mary's County, Maryland, in equity, and a good and merchantable title to the said four ninetieth undivided interest in said real estate can be transferred to the said defendant.

5. That the aforesaid price of Two Hundred ($200.00) Dollars is fair and reasonable; that the above property is not devisable in kind among those entitled to interests therein; that it is to the best interest and advantage of the said infants that the aforesaid Contract of Sale be ratified; and that a Trustee be appointed to consummate said sale and convey the said interest of the infants in said land to the said defendant upon payment of the purchase price.

6. That the said Defendant, Philip O. Clements has agreed to pay all legal and court expenses incident to the ratification of the sale.

7. That the said infants, George A. Clements, Maude Clements, John D. Clements, and Patsy Ann Clements, have not had a guardian appointed for them and it is therefore necessary that this court appoint a guardian preferably Lillian Clements, their mother to act as such.

Wherefore, it is prayed:

1. That the aforesaid Contract of Sale be ratified, approved and confirmed by this Honorable Court and that a trustee may be appointed to consummate said sale and to convey the said infants' interest in said land so sold to the said Defendant upon payment of the purchase price.

2. That the said Lillian Clements be appointed legal guardian of said infants to act as such with such bond as this Court shall decree to be fit and proper and to receive and properly secure said purchase price for said infants.

3. And for such other and further relief as your Plaintiffs' case may require.

And as in duty bound, etc.

Dorsey and Sterling,

By: WILLIAM O. E. STERLING /S/
William O. E. Sterling,
Solicitors for the Plaintiffs.

This will authorize Dorsey and Sterling, Attorneys at Law, Leonardtown, Maryland, to use my name as guardian and next friend of George Albert Clements, Maude Clements, John D. Clements and Patsy Ann Clements, infants, under the age of twenty one years, in having a Contract of Sale dated May 7th, 1955, by and between Lillian Clements, Mother and Guardian of George Albert Clements, Maude Clements, John D. Clements and Patsy Ann Clements, Parties of the First Part, and Philip O. Clements, Party of the Second Part, for the sale of said infants' interest in real estate described in said Contract belonging to

IN EQUITY NO. A-876

Rosa M. Clements, Late of St. Mary's County, Maryland, deceased, ratified by the Circuit Court for St. Mary's County, Maryland.

/S/ LILLIAN CLEMENTS
Lillian Clements

PLAINTIFF'S EXHIBIT B

CONTRACT OF SALE
(Filed Oct. 29, 1956)

THIS AGREEMENT, made this 7th day of May, 1955, by Lillian Clements, mother and guardian of George Albert Clements, age 19 years, Maude Clements, age 14 years, John D. Clements, age 12 years, and Patsy Ann Clements, age 10 years, Parties of the First Part, and Philip O. Clements, Party of the Second Part.

WITNESSETH: That the said Parties of the First Part do hereby bargain and sell unto the said Party of the Second Part, and the latter doth hereby purchase from the former, all the right, title and interest of the said George Albert Clements, Maude Clements, John D. Clements and Patsy Ann Clements, in and to all that lot or tract of land, situate, lying and being on the west side of Washington Street in the village of Leonardtown, in the Third Election District of St. Mary's County, Maryland, which is particularly described as follows, that is to say:

Beginning for the same at a stob or post about mid-way the hill leading to Leonardtown Wharf and running south with said Washington Street 100 feet to another stob or post where an old house once stood, thence west in a straight line 54½ feet to another stob or post near a small ravine, thence north in a straight line 100 feet to another stob or post, thence east in a straight line to the place of beginning, containing about one-eighth of an acre.

The above described land is all and the same land conveyed by Joseph H. Key and Mattie M. Key, his wife, to Rosa M. Clements, by Deed dated March 11th, 1908, and recorded among the Land Records of St. Mary's County, Maryland, in Liber E.B.A. No. 7, Folio 127; the said Rosa M. Clements having departed this life intestate on the 21st day of April, 1955, leaving surviving her as her only heirs at law and next of kin her children, William M. Clements, Margaret Ruth Beall, Eloise Spaulding and Agnes G. Tuniman, Leo Clements and Francis G. Clements and Philip O. Clements, the within Grantee, and the children of her deceased sons, Reginald Clements and Walter Dawkins Clements; the said George Albert Clements, Maude Clements, John D. Clements and Patsy Ann Clements, being infants and childred of the said Lillian Clements and Reginald Clements, her husband, who departed this life prior to his mother, the said Rosa M. Clements; together with all the improvements on said property, at and for the price of Two Hundred ($200.00) Dollars which is to be paid in cash at such time as the sale can be ratified by the Circuit Court of St. Mary's County, Maryland, in equity, and a good and merchantable title transferred to the said Party of the Second Part by a Trustee to be appointed. Costs of the Court proceedings to ratify this Agreement, as well as the costs of recording the deed, documentary stamps and title examination are to be borne by the said Party of the Second Part.

Witness the hand and seal of the said Lillian Clements and Philip O. Clements:

Witness as to both:

N. A. FREUDBERG /S/

/S/ LILLIAN CLEMENTS (SEAL)
Lillian Clements, mother and guardian of George Albert Clements, Maude Clements, John D. Clements and Patsy Ann Clements, infants.

/S/ PHILIP O. CLEMENTS (SEAL)
Philip O. Clements

STATE OF MARYLAND, St. Mary's County, to wit:

I HEREBY CERTIFY, that on this 7th day of May, 1955, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Lillian Clements, mother and guardian of George Albert Clements, Maude Clements, John D. Clements and Patsy Ann Clements, infants, and Philip O. Clements Parties to the aforegoing Agreement, and they acknowledged the aforegoing Agreement to be their respective act and deed.

As witness my hand and Notarial Seal.

/S/ NORMAN A. FREUDBERG
NOTARY PUBLIC

My commission expires: 5/7/57

ORDER NISI - FILED OCT. 29, 1956

ANSWER
(FILED OCT. 29, 1956)

Now comes the Defendant, Philip O. Clements, and for answer to the Bill of Complaint filed in the above entitled cause states:

1. That he admits the allegations of paragraphs 1,2,3,4.5.6 and 7 of the Bill of Complaint, and that he consents to such decree as to this Honorable Court may seem just and proper.

2. That he further states that he is ready, willing and able to abide by and perform all the terms and conditions of the Contract of Sale sought to be ratified.

3. And the said Defendant does hereby waive all notice to take testimony in the above cause and does hereby specifically waive all rights to cross-examine witnesses at the hearing in said cause, and that he does hereby specifically waive the requirement that testimony lie in Court for a period of Ten (10) days prior to any action thereon.

AND AS IN DUTY BOUND, etc.

Witness:

/S/ VICTORIA M. NUSKIEVICZ

/S/ PHILIP O. CLEMENTS
Philip O. Clements, Defendant

IN EQUITY NO. A-876

DEED - REFERENCE - FILED IN LIBER E.B.A. NO. 7 FOLIO 127 - FILED IN EQUITY NO. A-876 Oct.31, 1956
PLAINTIFF'S EXHIBIT A

EXAMINER'S RETURN OF TESTIMONY
(FILED OCT. 31, 1956)

To the Honorable, the Judges of said Court:

Leave of Court first having been obtained and notice having been given me by the Solicitor for the Plaintiff of a desire to take testimony, I, Oliver R. Guyther, one of the Standing Examiners of the Circuit Court for St. Mary's County, Maryland, in Equity, duly appointed, qualified and sworn, met on the 26th day of October, 1956, and appointed the 31st day of October, 1956, at 10:00 O'clock A. M. as the day and time and the office of William O. E. Sterling as the place for taking of said testimony, at which last mentioned date, time and place I attended, and in the presence of the Defendant, his Attorney and witness, proceeded to take the following interrogatories and the answers thereto.

/S/ OLIVER R. GUYTHER, EXAMINER
Oliver R. Guyther, Examiner

Philip O. Clements, a witness of lawful age, who being produced before me, and by me duly sworn, testified as follows to the following interrogatories propounded:

1. State your name, age, residence and occupation.
A. Philip O. Clements, 60 yrs., Leonardtown, Maryland, retired.

2. Did you know Rosa M. Clements and if so, state whether she is living or dead, and if she is dead, state whether she left a will and who were her heirs at law?
A. Yes, Rosa M. Clements was my mother. She died on the 21st day of April, 1955, at the age of 87 years. She did not leave a will and she was survived by the following childred and descendants, namely, her children; William M. Clements, Margaret Ruth Beall, Eloise Spaulding, Agnes G. Tuniman, Leo Clements, Francis G. Clements and myself, and the following grandchildren, namely the children of my brother, Reginald Clements, who died before my mother, Charles Clements, Paul Clements, Scott Clements, Dent Clements, William G. Clements, and Nora Clements, all of whom are of full legal age, and the Plaintiffs in this cause, George Albert Clements, Maude Clements, John D. Clements, and Patsy Ann Clements, all of whom are infants under the age of 21 yrs., and the children of my brother Walter Dawkins Clements, who died before my mother, namely, Lewis Clements, Florene Saunders, Margaret Gulli, Alberta Clements, Eileen Clements, Walter D. Clements, William Maurice Clements, Rosa Kempe, Frank Clements and Ruth Yacovissi, all of whom are over 21 yrs. of age.

3. Did you enter into the Contract of Sale to be filed as Examiner's Exhibit "A" in these proceedings to purchase the interests of the infants plaintiffs in these proceedings, George Albert Clements, Maude Clements, John D. Clements and Patsy Ann Clements in the property which your mother Rosa M. Clements owned at the time of her death, which property is located on Washington Street in Leonardtown St. Mary's County, Maryland?
A. Yes, I agreed to purchase the interests of these children in the property for $200.00.

4. Are you ready, willing and able to carry out your obligations under this Contract and will you pay all the legal and court expenses incident to the ratification by the Court of the Contract of Sale in these proceedings?
A. Yes.

5. What is the interests of the Plaintiffs in these proceedings that you are purchasing?
A. Their interests in this property is a 2/45ths interest. I own the other 43/45ths interest in the property. I secured the interests of all the others in the property by deeds, which deeds are duly recorded among the land records of St. Mary's County, Maryland.

6. Do you consider it in the best interest of these infants that the Contract of Sale be ratified by the Court?
A. Yes, I feel that $200.00 is a fair price for their interests. I own the remaining interests in the property and I have lived on the Property for a number of years and while my mother was living with me on this property I made extensive improvements and repairs to the property. The property does not bring any income and I feel that by paying the children $200.00 and my taking care of all the costs of these proceedings that the children will be treated fairly and it will be for their best interest.

Certified copy of Deed from Joseph H. Key and Mattie M. Key, his wife, to Rosa M. Clements dated March 11, 1908, and recorded among the Land Records of St. Mary's County, Maryland, in Liber E.B.A. No.7, Folio 127, offered in evidence and marked Examiner's Exhibit "B"; said deed having been filed in the above cause as Plaintiff's Exhibit "A".

Offer in evidence Contract of Sale dated the 7th day of May, 1955, by Lillian Clements, mother and guardian of George Albert Clements, Maude Clements, John D. Clements and Patsy Ann Clements, infants, the Plaintiffs in these proceedings, Parties of the First Part, and Philip O. Clements, the Defendant in these proceedings, Party of the Second Part. Same received in evidence and marked Examiner's Exhibit "A", said Contract of Sale having been filed in these proceedings as Plaintiffs' Exhibit "B".

In answer to the general interratory propounded by the Examiner, the witness answered "no".

/S/ PHILIP O. CLEMENTS
Witness

/S/ OLIVER R. GUYTHER, EXAMINER
Examiner

John R. Drury, a witness of lawful age who being duly sworn before me, testified as follows to the following interrogatories propounded:

1. State your name, age, residence and occupation.
A. John R. Drury, age 64 yrs., real estate, Leonardtown, Maryland.

2. Do you hold a real estate brokers license issued by the State of Maryland?
A. I do.

3. How long have you been in the business of buying and selling real estate in St. Mary's County?
A. Since 1931.

4. Are you familiar with the value of real property in St. Mary's County, Maryland.
A. Yes, I have been engaged in real estate business since 1941 and I have bought and sold real estate in St. Mary's County since that date and I have sold real estate for others and I have appraised real estate on behalf of the County Trust Company and numerous other peoples and firms.

5. Are you familiar with the real estate located in Leonardtown, St. Mary's County, Maryland, that Rosa M. Clements owned at the time of her death?
A. I am. Lot is situated on Washington Street with a two story dwelling located at about midway of the hill leading to Leonardtown Wharf. I have inspected this property and I am very familiar with it.

6. What would you say is the fair value of this real estate.
A. I appraised this property for the estate of Rosa M. Clements. The dwelling is a frame stucco two story with metal roof and the lot contains about 1/8th of an acre. I appraised the dwelling at $5,000.00 and the land at $1,000.00 making the total appraisal of $6,000.00 which I believe is the fair value of this property.

7. Mr. Drury are you familiar with the fact that the Defendant in this case, Philip O. Clements, has entered into a contract to purchase the interests of George Albert Clements, Maude Clements, John D. Clements, and Patsy Ann Clements, infant children of Reggie Clements, now deceased, in this property for $200.00, and do you consider this a fair and reasonable price for their interests.
A. The interests of these children in the property is a 2/45th interest. The Defendant in this case, Philip O. Clements, owns the other 43/45ths of the property, he having secured the same from the other adult heirs of Rosa M. Clements. Philip has lived on this property for a number of years and he himself to my knowledge has put a lot of improvements on the property. The property does not produce any income and I feel that $200.00 for the infants interests in this case is reasonable and fair. I understand that Mr. Clements is to pay all the expenses in connection with this case and the $200.00 is clear for the children.

8. Do you consider it to be in the best interest of these infants that the Court ratify the contract of Sale filed in these proceedings?
A. Yes, I do. The interests of the infants are very small. The property does not produce any income.

Do you know or can you state any other thing that might be of interest to the parties in these proceedings?
A. No.

/S/ JOHN R. DRURY
John R. Drury

/S/ OLIVER R. GUYTHER, EXAMINER
Examiner

No other witnesses having been produced before me, I then at the request of the Solicitor for the Defendant close the deposition and herewith return the same to this Honorable Court, together with Examiner's Exhibits "A" and "B", under my hand and seal.

Witness my hand and seal this 1st day of November, 1956.

/S/ OLIVER R. GUYTHER, EXAMINER (SEAL)
Oliver R. Guyther, Examiner

Costs:

Examiner's Fee - $10.00 paid

ORDER NISI - FILED DEC. 3, 1956

DECREE
(Filed Dec. 3, 1956)

The above cause standing ready for hearing and being submitted for Decree, without argument, the proceedings were read and considered by the Court. After having examined the facts alleged in the Bill of Complaint, the Contract made for the sale of the interests of the infants, George Albert Clements, Maude Clements, John D. Clements and Patsy Ann Clements, in and to the property described in the Bill of Complaint in this case, and it appearing from the proof filed herein that it is for the advantage and best interest of the parties owning the property described in the proceedings in the above entitled cause, and especially to the best interest and advantage of the said infants interested therein, to have said Contract of Sale ratified and confirmed by this Court; and it further appearing that the notice of sale has been duly published by law in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland, as will appear from the Certificate of Publication of the ORDER NISI filed in this case, and no cause to the contrary thereof having been shown, it is, therefore, this 3rd day of December, 1956, by the Circuit Court for St. Mary's County, Maryland, in Equity, ADJUDGED, ORDERED and DECREED that the said Contract of Sale of the interests of the said George Albert Clements, Maude Clements, John D. Clements and Patsy Ann Clements, infants, in and to the real estate described and mentioned in these proceedings and in the said Contract of Sale filed in these proceedings, be and the same is hereby ratified and confirmed absolutely.

And it is further ADJUDGED, ORDERED, and DECREED that William O. E. Sterling be and he is hereby appointed Trustee to convey to Philip O. Clements all the right, title, interest and estate of the said infants, George Albert Clements, Maude Clements, John D. Clements and Patsy Ann Clements, at law and in equity, in and to the real estate and property mentioned and described in said Bill of Complaint and in said Contract of Sale, and he, the said William O. E. Sterling, shall first filed with the Clerk of this Court a bond to the State of Maryland executed by himself in proper surety to be approved by this Court or the Clerk thereof, in the penalty of $200.00, conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any further decree or order in the premises, and on the payment of the sum of Two Hundred ($200.00) Dollars, being the purchase price of the said infants' share in the purchase price of said real estate as provided by said Contract of Sale, and not before, the said William O. E. Sterling, Trustee, shall, by good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey unto the said Philip O. Clements, in fee simple, the interests of the said infants in and to the aforesaid real estate, and the said Trustee shall bring into this Court the money arising from the said sale to be distributed under the directions of this Court, and, also, it is ORDERED that the said Trustee shall receive as a commission, or rather, in lieu of the usual commission the fee of $50.00 to be allowed as part of the costs of this case, in additional to the usual appearance fees in such cases.

It is further ORDERED that the Defendant in the above entitled cause, Philip O. Clements, pay the costs of these proceedings.

/S/ J. DUDLEY DIGGES
J. Dudley Digges, Judge

BOND * FILED DEC. 3, 1956 Dated Dec. 3, 1956 $200.00 Wm. O. E. Sterling, Trustee, as Principal and J. Ralph Abell as surety.
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:
MERVELL M. DEAN

IN EQUITY NO. A-876

RULE TO SHOW CAUSE WHY CASE SHOULD NOT BE DISMISSED - FILED SEPT. 25, 1963

Dec 31, 1964 CLOSED - COSTS DUE

D. BERNICE HALL, INFANT BY DOROTHY B. HALL, MOTHER AND NEXT FRIEND OF SAID INFANT, LEONARDTOWN, MARYLAND, PLAINTIFF,	:	IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND
VS	:	EQUITY NO. A-884
DOROTHY B. HALL, LEONARDTOWN, MARYLAND DEFENDANT.	:	

BILL OF COMPLAINT
(Filed Nov. 15, 1956)

To the Honorable, the Judges of said Court:

Your Plaintiff in the above case, by William O. E. Sterling, her Solicitor, respectfully shows:

1. That the said D. Bernice Hall is an infant under the age of twenty-one years; that the said infant was born on January 19th, 1954, and resides with her mother, the Defendant, Dorothy B. Hall, at Leonardtown, St. Mary's County, Maryland; that the father of said infant, namely, Lancaster E. Hall, departed this life on the 25th day of March, 1956.

2. That the said infant, D. Bernice Hall, is seized and possessed in fee simple of all that lot, tract, piece or parcel of land, situate, lying and being in the Third Election District of St. Mary's County, Maryland, and particularly described as follows, that is to say:

Beginning for the same at a stob placed on the Easterly side of the State Road leading from Leonardtown to Hollywood at the Southwesterly corner of the Dixon Land and the Northwesterly corner of the land of the said Party of the First Part; thence running along the Easterly side of said State Road in a Southerly direction, a distance of 50 yards to telephone pole no. 35 of the C. & P. Telephone Co. of Baltimore City; thence leaving said road and running in an Easterly direction in a straight line a distance of 70 yards, more or less, to a stob placed on a Westerly Line of the land of Spencer I. Hayden, et ux; thence running along said Westerly line of the said Hayden land in a Northerly direction, a distance of 50 yards to a stob placed on the Southerly line of the said Dixon land; thence running and binding along the southerly line of said Dixon land in a Westerly direction, a distance of 70 yards, more or less, to the place of beginning, being all and the same land conveyed to the said D. Bernice Hall by James W. Downs, widower, by Deed dated February 4, 1955, and recorded among the Land Records of St. Mary's County, Maryland, in Liber C.B.G. No. 54, Folio 432; a certified copy of said Deed being filed herewith, made a part hereof, and marked Plaintiff's Exhibit "A".

3. That acting for the best interest and advantage of the said infant, D. Bernice Hall, the said Dorothy B. Hall, acting as next friend and mother of the said infant, has agreed to sell to the said Dorothy B. Hall all the right, title and interest of the said D. Bernice Hall, infant, the same being a fee simple interest, in the above described land, and has entered into a Contract of Sale dated the 14th day of November, 1956, by and between the said Dorothy B. Hall, widow, mother and guardian of D. Bernice Hall, Party of the First Part, and Dorothy B. Hall, Party of the Second Part, the original of which Contract of Sale is filed herewith, made a part hereof, and marked Plaintiff's Exhibit "B"; that the said Contract of Sale provides, among other things, that the purchase price of Five Hundred ($500.00) Dollars is to be paid in cash at such time as the sale is ratified by the Circuit Court for St. Mary's County, Maryland, in equity, and a good and merchantable title to the above described property can be transferred to the said Defendant.

4. That the aforesaid price of Five Hundred ($500.00) Dollars is fair and reasonable; that it is to be best interest and advantage of the said infant that the aforesaid sale be ratified and that a Trustee be appointed to consummate said sale and convey the said interest of the infant in the above described property to the said Defendant upon payment of the purchase price.

5. That the Defendant, Dorothy B. Hall, has agreed to pay all legal and court expenses incident to the ratification of the sale.

Wherefore, it is prayed:

1. That the aforesaid Contract of Sale be ratified, approved and confirmed by this Honorable Court and that a trustee may be appointed to consummate said sale and to convey the said infant's interest in said property so sold to the said Defendant upon payment of the purchase price.

2. And for such other and further relief in the case as may be required.

And as in duty bound, etc.

By: WILLIAM O. E. STERLING
William O. E. Sterling,
Solicitor for the Plaintiff.

This will authorize William O. E. Sterling, Attorney at Law, Leonardtown, Maryland, to use my name as guardian and next friend of D. Bernice Hall, infant, under the age of twenty-one years, in having a Contract of Sale date the 14th day of November, 1956, by and between, Dorothy B. Hall, mother and guardian of D. Bernice Hall, Party of the First Part, and Dorothy B. Hall, Party of the Second Part, for sale of said infant's interest in the real estate described in said Contract belonging to said infant, ratified by the Circuit Court for St. Mary's County, Maryland.

/S/ DOROTHY B. HALL (SEAL)
Dorothy B. Hall

DEED - REFERENCE LIBER C.B.G. NO. 54, PAGE 433 PLAINTIFF'S EXHIBIT "A" FILED Nov. 15, 1956.

PLAINTIFF'S EXHIBIT "B"
(Filed Nov. 15, 1956)

THIS AGREEMENT, Made this 14th day of November, 1956, by Dorothy B. Hall, widow, mother and guardian of D. Bernice Hall, age, about three years, Party of the First Part, and Dorothy B. Hall, widow, Party of the Second Part.

IN EQUITY NO. A-884

WITNESSETH, that the said Party of the First Part does hereby bargain and sell unto the said Party of the Second Part, and the later does hereby purchase from the former, all the right, title and interest of the said D. Bernice Hall in and to all that lot, tract, piece or parcel of land, situate, lying and being in the Third Election District of St. Mary's County, Maryland, which is particularly described as follows, that is to say:

Beginning for the same at a stob placed on the Easterly side of the State Road leading from Leonardtown to Hollywood at the Southwesterly corner of the Dixon land and the Northwesterly corner of the land of the said Party of the First Part; thence running along the Easterly side of said State Road in a Southerly direction, a distance of 50 yards to telephone pole no. 35 of the C. & P. Telephone Co. of Baltimore City; thence leaving said road and running in an Easterly direction in a straight line a distance of 70 yards, more or less, to a stob placed on a Westerly line of the land of Spencer I. Hayden, et ux.; thence running along said Westerly line of the said Hayden land in a Northerly direction a distance of 50 yards to a stob placed on the Southerly line of the said Dixon land; thence running and binding along the southerly line of said Dixon land in a Westerly direction, a distance of 70 yards, more or less, to the place of beginning.

The above described land is all and the same land conveyed to the said D. Bernice Hall by James W. Downs, widower, by Deed dated February 4, 1955, and recorded among the Land Records of St. Mary's County, Maryland, in Liber C.B.G. No. 54, Folio 432; together with all the improvements on said property, at and for the price of Five Hundred ($500.00) Dollars which is to be paid in cash at such time as the sale can be ratified by the Circuit Court of St. Mary's County, Maryland, in equity, and a good and merchantable title transferred to the said Party of the Second Part. Costs of the Court proceedings to ratify this Agreement, as well as the costs of recording the deed, documentary stamps and title examination are to be borne by the said Party of the Second Part.

Witness the hands and seals of the parties hereto:

Witness:

VICTORIA M. NUSKIEVICZ

/S/ DOROTHY B. HALL (SEAL)
Dorothy B. Hall, mother and guardian of D. Bernice Hall, infant.

/S/ DOROTHY B. HALL (SEAL)
Dorothy B. Hall

STATE OF MARYLAND, St. Mary's County, to wit:

I HEREBY CERTIFY, that on this 14th day of November, 1956, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Dorothy B. Hall, mother and guardian of D. Bernice Hall, and Dorothy B. Hall, individually, parties to the aforegoing Agreement, and they acknowledged the aforegoing Agreement to be their respective act.

Witness my hand and Notarial Seal.

/S/ VICTORIA M. NUSKIEVICZ
NOTARY PUBLIC

My commission expires: 5/6/57

(N.P.)
(SEAL)

ANSWER
(Filed Nov. 15, 1956)

Now comes the Defendant, Dorothy B. Hall, and for answer to the Bill of Complaint filed in the above cause states:

1. That she admits the allegations of paragraphs 1, 2, 3, 4, and 5 of the Bill of Complaint, and that she consents to such decree as to this Honorable Court may seem just and proper.

2. That she further states that she is ready, willing and able to abide and perform all the terms and conditions of the said Contract of Sale sought to be ratified.

3. And the said Defendant does hereby waive all notice to take testimony in the above cause and does hereby specifically waive all rights to cross-examine witnesses at the hearing in said cause, and that she does hereby specifically waive the requirement that testimony lie in Court for a period of ten days prior to any action thereon.

And as in duty bound, etc.

Witness:

/S/ VICTORIA M. NUSKIEVICZ

/S/ DOROTHY B. HALL
Dorothy B. Hall, Defendant

ORDER NISI FILED NOV. 15, 1956

EXAMINER'S RETURN OF TESTIMONY
(Filed Jan. 7, 1957)

To the Honorable, The Judges of Said Court,

Leave of Court having been obtained and notice having been given me by Solicitor for the Complainant of a desire to take testimony, I, Oliver R. Guyther, a standing Examiner of the Circuit Court for St. Mary's County, Maryland in Equity, duly qualified and sworn, met on the 4th. day of January, 1957, at 10:00 A.M. as the day and time, and at the office of Wm. O. E. Sterling, Leonardtown, Maryland, as the place for taking of said testimony at which last mentioned date, time and place I attended and in the presence of the Plaintiffs, their attorney and witnesses proceeded to take the following interrogatories and the answers thereto.

/S/ OLIVER R. GUYTHER, EXAMINER
Oliver R. Guyther, Examiner

Dorothy B. Hall, a witness of lawful age, who being produced before me and by me duly sworn, testified as follows to the following interrogatories:

1. State your name, age, residence and occupation.
A. Dorothy B. Hall, 33 yrs., Leonardtown, St. Mary's County, Maryland, telephone operator.

2. Who is D. Bernice Hall and what is her age?
A. She is my daughter. She will be three years old on the 19th day of January, 1957. She was born on the 19th day of January, 1954.

IN EQUITY NO. A-884

3. Does your daughter, D. Bernice Hall, own any real estate in St. Mary's County, Maryland, and if so, describe this real estate.
A. Yes, she owns a lot consisting a little over a ½ acre and is located on the easterly side of the state road leading from Leonardtown to Hollywood, about a mile from the Corporate limits of Leonardtown, in the Third Election District of St. Mary's County, Maryland. This lot has a frontage of 50 yds. on the Leonardtown to Hollywood Road and has a depth of 70 yds. The lot was given to my daughter by her grandfather, James W. Downs, on Feb. 4, 1955. The lot was unimproved the time Mr. Downs gave it to my daughter and about August of 1956, I started a dwelling on this lot and am now living in the dwelling with my daughter. The property produces no income.

Solicitor for the Plaintiff offers in evidence Deed from James W. Downs, widower, to D. Bernice Hall, dated February 4, 1955, and recorded among the Land Records of St. Mary's County, Maryland, in Liber C.B.G. No. 54, Folio 433, same being a certified copy. Same received in evidence and marked Examiner's Exhibit "A". This certified copy of the Deed was filed in these proceedings and marked Plaintiff's Exhibit "A".

4. State whether or not your husband, Lancaster E. Hall is now living.
A. No, he is not living. He died on March 25th, 1956. There is only one child, namely, D. Bernice Hall, born of the marriage and she lives with me and I support and take care of her.

5. Did you as the mother and guardian of D. Bernice Hall and on behalf of and in the interest of D. Bernice Hall enter into an agreement to sell the interest of D. Bernice Hall in the above-mentioned property to you for the sum of Five Hundred ($500.00) Dollars?
A. Yes.

I show you an agreement dated November 14, 1956, by and between Dorothy B. Hall, widow, mother and guardian of D. Bernice Hall, and Dorothy B. Hall, widow, and I ask you if this is the agreement whereby you agreed on behalf of your daughter to sell to yourself the interest of your daughter in the property described in these proceedings for the sum of Five Hundred ($500.00) Dollars and does your signature appear on this agreement.
Yes, this is the contract and my signature appears thereon.

Agreement of Sale above-referred to offered in evidence and marked Examiner's Exhibit "B"; said Agreement having heretofore being filed in the above cause as Plaintiff's Exhibit "B".

6. What is the interest of D. Bernice Hall in subject property?
A. Absolute fee simple interest.

7. Do you consider it to be to the best interest and advantage of your daughter, D. Bernice Hall, that the Court ratify the sale of her interest in the property to you as stated in the agreement of sale.
A. Yes, I consider it that it would be to the best interest of my daughter be sold to me. As stated before, I have constructed a dwelling on this property. And in order to raise the necessary money to finish paying for the dwelling I have to be able to give a first Mortgage on the property. I built this dwelling for my daughter and myself to live in and eventually, my daughter will inherit this property. I am now making sufficient money which together with the Social Security money I get for my daughter I am able to pay for the dwelling and to properly support and raise my child. My father, Mr. Downs, who gave my daughter this property is most agreeable that the property be transferred to me.

8. Do you agree to pay all costs of the court proceedings to ratify this agreement as well as the costs of recording the deed, documentary stamps, and title examination.
A. Yes.

In answer to the general interrogatory propounded by the Examiner, the witness answered "no".

/S/ DOROTHY B. HALL
Witness

/S/ OLIVER R. GUYTHER, EXAMINER
Examiner

James H. Brown, a witness of lawful age, who being produced before me and by me duly sworn, testified as follows to the following interrogatories propounded.

1. State your name, age, residence and occupation.
A. James H. Brown, 53 yrs., Compton, Maryland, real estate dealer and broker.

2. Are you familiar with real estate values and building site values in St. Mary's County, Maryland?
A. Yes, I have been buying and selling real estate of all types and kind in St. Mary's County, Maryland, for the past 25 years. I am engaged in the real estate business in St. Mary's County, Maryland, and hold a real estate license. I am familiar with the market value of real estate in St. Mary's County and the greater part of my income is derived from real estate transaction in St. Mary's County and other parts in the State of Maryland.

3. Are you familiar with the lot owned by D. Bernice Hall located on the Hollywood road, about 1 mile from the corporate limits of Leonardtown.
A. Yes, I am familiar with this lot. The lot contains about 3/4 of an acre, having a frontage on the Leonardtown-Hollywood State Road of 50 yds. and a depth of 70 yds. It is a nice building lot. This lot was obtained by D. Bernice Hall, who is an only child, from her grandfather, James W. Downs in February of 1955, and at the time Mr. Downs, conveyed this lot to his granddaughter it was not improved. Since that time Mrs. Dorothy B. Hall, the mother of this child has built a dwelling on the lot and she and her daughter are now living in the dwelling. I was very familiar with the lot before the dwelling was put on it.

4. What would you say is the fair value of this lot?
A. I would say $500.00 is the fair value of this lot.

In answer to the general interrogatory propounded by the Examiner, the witness answered "no".

/S/ JAMES H. BROWN
Witness

/S/ OLIVER R. GUYTHER, EXAMINER
Examiner

IN EQUITY NO. A-884

No other witnesses having been produced before me, I then at the request of the attorney for the Plaintiffs close the deposition and herewith return the same to this Honorable Court under my hand and seal.
Witness my hand and seal this 4th day of January, 1957.

/S/ OLIVER R. GUYTHER, EXAMINER
Examiner

Costs

Examiners fee $10.00

ORDER NISI FILED JAN. 15, 1957

DECREE
(Jan. 18, 1957)

The above cause standing ready for hearing and being submitted for Decree, without argument, the proceedings were read and considered by the Court.

After having examined the facts alleged in the Bill of Complaint, the Contract made for the sale of the interest of the infant D. Bernice Hall, in and to the property described in the Bill of Complaint in this case, and it appearing from the proof filed herein that it is for the advantage and best interest of the said infant to have said Contract of Sale ratified and confirmed by this Court; and it further appearing that the notice of the sale has been duly published by law in the Saint Mary's Beacon, a newspaper published in St. Mary's County, Maryland, as will appear from the Certificate of Publication of the Order Nisi filed in this case, and no cause to the contrary thereof having been shown, it is, therefore, this 18th day of January, 1957, by the Circuit Court for St. Mary's County, Maryland, in equity, ADJUDGED, ORDERED, and DECREED that the said Contract of Sale of the interest of the said infant, D. Bernice Hall, in and to the real estate described and mentioned in these proceedings and in the said Contract of Sale filed in these proceedings, be and the same is hereby ratified and confirmed absolutely.

And it is further ADJUDGED, ORDERED and DECREED that William O. E. Sterling be and he is hereby appointed Trustee to convey to Dorothy B. Hall all the right, title, interest and estate of the said infant, D. Bernice Hall, at law and in equity, in and to the real estate and property mentioned and described in said Bill of Complaint and in said Contract of Sale, and he, the said William O. E. Sterling, shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself in proper surety to be approved by this Court or the Clerk thereof, in the penalty of $500.00, conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any further decree or order in the premises, and on the payment of the sum of Five Hundred ($500.00) Dollars, being the purchase price of the said infant's share in the purchase price of said real estate as provided by said Contract of Sale, and not before, the said William O. E. Sterling, Trustee, shall, by good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey unto the said Dorothy B. Hall, in fee simple, the interest of the said infant in and to the aforesaid real estate, and the said Trustee shall bring into this Court the money arising from the said sale to be distributed under the directions of this Court, and, also, it is ORDERED that the said Trustee shall receive as a commission, or rather, in lieu of the usual commission the fee of One Hundred ($100.00) Dollars to be allowed as part of the costs of this case, in addition to the usual appearance fees in such cases.

It is further ORDERED that the Defendant in the above entitled cause, Dorothy B. Hall, pay the costs of these proceedings.

/S/ PHILIP H. DORSEY, JR.
Philip H. Dorsey, Jr., Judge

BOND - REFERENCE - William O. E. Sterling, Trustee, as Principal and J. Ralph Abell, as surety,
FILED JAN. 18, 1957 $500.00 (Five Hundred Dollars)

RECEIPT
(Filed Jan. 21, 1957)

Received of William O. E. Sterling, Trustee, the sum of five hundred ($500.00) dollars in full payment of the share of D. Bernice Hall, infant, of the proceeds of the sale of said infant's interest in the said real estate which she owned located on the Leonardtown to Hollywood State Road in the Third Election District of St. Mary's County, Maryland, as shown in the equity proceedings No. A-884, Circuit Court for St. Mary's County, Maryland.

/S/ DOROTHY B. HALL
Dorothy B. Hall, mother and natural guardian of said infant.

EX PARTE, IN THE MATTER OF THE SALE OF	:	IN THE CIRCUIT COURT FOR
THE MORTGAGED PREMISES OF WILLIE YINGST	:	ST. MARY'S COUNTY, MARYLAND
BY ROBERT E. WIGGINTON, ATTORNEY NAMED	:	
IN THE MORTGAGE.	:	IN EQUITY, NO. A-890

ORDER TO DOCKET SUIT AND REQUEST
TO HAVE BOND SET
(Filed Nov. 20, 1956)

Mr. Clerk:

Please docket suit in the above styled case and file the mortgage as Exhibit "A" and the Statement of the mortgage debt and set the amount of bond that will be required of the undersigned attorney.

/S/ R. E. WIGGINTON
Robert E. Wigginton
Attorney named in the Mortgage

The Bond in this case is hereby set as $4,000.00

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk
Circuit Court for St. Mary's County, Maryland.

MORTGAGE - REFERENCE - C.B.G. LIBER 32 Page 28 FILED NOV. 20, 1956

COPY OF JUDGMENT - REFERENCE - J. P. JUDT. RECORD LIBER C.B.G. NO. 3, FOLIO 53, NO. 2287
FILED NOV. 20, 1956

STATEMENT OF MORTGAGE DEBT
(Filed Nov. 20, 1956)

Principal due	$ 2,617.55
Interest to date of filing	160.00
Insurance advanced per mortgage	12.60
Interest from date of filing foreclosure	
	$ 2,790.15
	91.63
	2,881.78

State of Maryland, St. Mary's County, to-wit:

I hereby certify that on this 20th day of November, 1956, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Charles E. Fenwick, Assistant Cashier of County Trust Company of Maryland, and he made oath in due form of law that the Mortgagor is justly indebted unto the Mortgagee in the full sum as above set forth.
Witness my hand and Seal Notarial.

(N.P.)
(SEAL)

/S/ JEAN S. JAGER
Notary Public

PUBLIC SALE OF VALUABLE
REAL ESTATE
IN THE
SECOND ELECTION DISTRICT
OF
ST. MARY'S COUNTY, MARYLAND
(Filed Nov. 20, 1956)

Under and by virtue of the power of sale contained in a certain mortgage from Kathleen Eberle Yingst (now deceased) and Willie Yingst, her husband, to County Trust Company of Maryland, dated August 7, 1953 and recorded among the Mortgage Records of St. Mary's County, Maryland in Liber CBG No. 32, folio 28, and said Mortgage being in default under the terms and conditions thereof, the undersigned attorney named in said Mortgage will offer for sale at public auction at the Court House Door in Leonardtown, St. Mary's County, Maryland, at 11:00 A.M. Saturday, December 15, 1956, all of the interest of the said Willie Yingst in and to the following described tracts, lots, or parcels of ground in said Mortgage mentioned, that is to say: All those lots or parcels of ground, situate and lying in the Second Election District of St. Mary's County, Maryland, and designated as Lots numbered 1, 2, and 3 of Block 1 in the subdivision known as Piney Point Shores as per plat recorded in Liber JMM No. 4, folio 372. Subject to the covenants and restrictions of record. Lots 1 and 2 having been conveyed to Kathleen Eberle Yingst under the name of Kathleen Eberle by deed from Herbert Schosnig, single, dated September 21, 1943 and recorded in Liber CBG No. 15, folio 341. Lot No. 3 having been conveyed to Kathleen Eberly Yingst by deed from Warren L. Wince, et ux., and dated November 9, 1950 and recorded among the land records of St. Mary's County, Maryland, in Liber CBG No. 27, folio 278.
Said property is improved by two frame dwellings and an outbuilding, with utilities being available, and conveniently situated near schools, churches and stores.
Terms of Sale: A deposit of $500 will be required of the purchaser on the day, time and place of sale, and the balance upon final ratification of sale.
All conveyancing costs, including all stamps necessary for a conveyance, to be at the costs of the purchaser. Taxes will be adjusted to date of sale.

/S/ R. E. WIGGINTON
Robert E. Wigginton
Attorney named in the Mortgage.

BOND - REFERENCE - MARYLAND CASUALTY COMPANY OF BALTIMORE, MARYLAND DEC. 12, 1956($4,000.00)
FILED DEC. 15, 1956

IN EQUITY NO. A-890

AUCTIONEER'S CERTIFICATE
(Filed Dec. 15, 1956)

I Hereby Certify that I acted as Auctioneer in the sale of the property in the above proceedings, and I attended the sale on December 15th, 1956 at 11:00 A.M. at the Court House door in Leonardtown and proceeded then and there to make sale of the said property. The property was sold to Warren L. Wince and Mildred E. Wince at and for the sum of $3,400.00 being then and there the highest bidder. The sale was fairly made and properly conducted to the best of my knowledge and belief.

/S/ J. GERALD ABELL
J. Gerald Abell, Auctioneer.

Received of Loker, Wigginton and Loker the sum of $10 as Auctioneer's fee in the above case.

/S/ J. GERALD ABELL
J. Gerald Abell, Auctioneer.

REPORT OF SALE
(Filed Dec. 15, 1956)

To the Honorable, the Judges of said Court:

The Report of Robert E. Wigginton, Attorney named in the Mortgage, by virtue of the authority contained in the Mortgage filed in the above entitled case, respectfully shows:

After giving bond for the faithful performance of the trust reposed in him and after having complied with all of the other prerequisites as required by law and of the said Mortgage, and giving notice of the time, place, manner and terms of sale, by Advertisement in The Enterprise, a newspaper published in St. Mary's County, Maryland, for at least three successive weeks before the day of the sale, he did pursuant to said notice, attend at the Court House door in Leonardtown, Maryland, and then and there proceeded to sell the following described property in manner following, that is to say:

Your Attorney offered for sale to the highest bidder the property described as follows:

Tracts or parcels of land situate in the Second Election District of St. Mary's County, Maryland, designated as Lots numbered 1, 2, and 3 of Block 1 in the Subdivision known as Piney Point Shores, and more fully described in the Mortgage filed in the above proceedings. The undersigned Attorney sold the property to Warren L. Wince and Mildred E. Wince for $3,400.00 being then and there and for that sum the highest bidder.

Respectfully submitted,

/S/ ROBERT E. WIGGINTON
Robert E. Wigginton
Attorney named in the Mortgage.

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I Hereby Certify that on this 15th day of December, in the year 1956, before me, Clerk of Court for St. Mary's County in and for the County aforesaid, personally appeared Robert E. Wigginton, and he made oath in due form of law that the matters and facts set forth herein are true to the best of his knowledge and belief.

As Witness, my hand and Court Seal.

/S/ C. BENEDICT GREENWELL
Clerk of Court

(FILED DEC. 15, 1956 - ORDER NISI)

(FILED APR. 29, 1957 - ORDER NISI)

ORDER OF RATIFICATION OF SALE
(Filed Jun. 12, 1957)

Ordered, by the Circuit Court for St. Mary's County, Maryland, in Equity, this 12th day of June, 1957, that the sale of the property in the above proceedings mentioned, made and reported by Robert E. Wigginton, attorney named in the mortgage, be ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as by reference to the certificate of publication of the Order Nisi filed herein will more fully appear, and it is further Ordered that these proceedings be referred to Jos. A. Mattingly who is hereby appointed Special Auditor of this Court for the purpose of stating an audit therein, the Court Auditor being disqualified in this case.

/S/ PHILIP H. DORSEY, JR.
Judge

IN EQUITY NO. A-890

AUDITOR'S REPORT
(Filed Jul. 18, 1957)

Robert E. Wigginton, Attorney named in the Mortgage.

In Account with the proceeds from the sale of the real estate sold by him under the terms of the Mortgage filed herein.

1957
June 12, To proceeds of Sale per Report . . . . . $ 3,400.00

By Costs, Expenses and Taxes as Follows:

C. Benedict Greenwell, Clerk, his fees		$ 27.50
John R. Drury, Premium on Bond		30.00
Francis G. Cecil, 1955 taxes		48.42
Francis G. Cecil, 1956 taxes		37.20
Robert E. Wigginton, Atty. named in Mortgage		50.00
Robert E. Wigginton, Commission, 6% on $3400.00		204.00
J. Gerald Abell, Auctioneer, to use of Loker, Wigginton and Loker		10.00
Joseph A. Mattingly, Special Auditor		18.00
The Enterprise, Advertisement, $47.50 - 2 Nisis, $20.00		67.50
TOTALS	$ 3,400.00	$ 492.62
Amount to Balance		2,907.38
TOTALS	$ 3,400.00	$ 3,400.00
Balance Distributable from above	$ 2,907.38	
Distribution:		
To County Trust Company of Maryland, in full satisfaction of Mortgage Debt		$ 2,881.78
To County Trust Company of Maryland, in partial satisfaction of judgment against Willie Yingst, total judgment, $78.01, costs, $2.00		25.60
TOTALS	$ 2,907.38	$ 2,907.38
To Deficit due County Trust Company of Maryland on judgment		54.41
To Deficit due John R. Drury & Son, unpaid insurance		22.96
TOTAL Deficit		$ 77.37

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Special Auditor begs leave to report that in the above entitled cause, after charging the Attorney named in the mortgage with the proceeds of the Sale of the property sold by him, he has allowed costs and expenses as per vouchers filed therein. He then distributed the balance to the Mortgagee to pay the Mortgage debt in full and to partially satisfy the judgment filed in said proceedings. He then allowed a deficit to the judgment creditor and to John R. Drury and Son for unpaid insurance premiums.

Respectfully Submitted,

/S/ JOS. A. MATTINGLY
Joseph A. Mattingly,
Special Auditor

(FILED JUL. 18, 1957 - ORDER NISI ON AUDIT)

ORDER OF RATIFICATION OF AUDIT
(Filed Sept. 5, 1957)

ORDERED, BY the Circuit Court for St. Mary's County, Maryland, in Equity, this 5th day of September, 1957, that the report of the Auditor made, stated and filed in the above proceedings be ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as by reference to the certificate of publication of the Order Nisi filed herein will more fully appear.

/S/ PHILIP H. DORSEY, JR.
Judge

DAVID T. MOORE, PLAINTIFF,	:	IN THE CIRCUIT COURT
	:	FOR
VS	:	ST. MARY'S COUNTY, MARYLAND
	:	
DOROTHY M. COURTNEY, DOROTHY J. COURTNEY AND JOHN T. COURTNEY, JR. POINT LOOKOUT, MARYLAND DEFENDANTS.	:	IN EQUITY, NO. A-898

BILL OF COMPLAINT
(Filed Dec. 6, 1956)

To the Honorable, the Judges of said Court:

Your Plaintiff complaining says:

1. That the Plaintiff is a Widower and heretofore was seized and possessed of certain real estate situate, lying and being in the First Election District of St. Mary's County, Maryland, at Ridge, called and known as "Part of Portner's Oversight" or by whatever name or names the same may be called and known.

2. That the Plaintiff, while so seized and possessed of said real estate, by reason of his advanced age, high blood pressure and blindness, not only became infirmed and helpless in body, but also his mind was so enfeebled and impaired as to render him unfit for the transaction of any business and wholly incapable of making a valid deed and contract.

3. That during the continuance of the infirmity of the Plaintiff and during his incapacity as aforesaid, being then at the age of 78 years, he was induced through the fraud, misrepresentations, undue influence and deceit of the Defendants, Dorothy M. Courtney, Dorothy J. Courtney and John T. Courtney, Jr., to sign a certain paper purporting to be a deed to convey a portion of his said real estate to the said Dorothy M. Courtney and Dorothy J. Courtney, as joint tenants, in fee, the said purported deed being dated July 6, 1955, and recorded among the Land Records of St. Mary's County, Maryland, in Liber C.B.G. No. 60, Folio 410, a certified copy of which pretended deed is herewith filed as part hereof and marked Plaintiff's Exhibit "A".

4. That during the continuance of the infirmity of said Plaintiff and during his incapacity as aforesaid, being then at the age of 78 years, he was induced through the fraud, misrepresentations, undue influence and deceit of the Defendants, Dorothy M. Courtney, Dorothy J. Courtney and John T. Courtney,Jr., to sign a certain paper purporting to be a deed conveying a certain portion of his said real estate to the said Defendants, Dorothy M. Courtney, and John T. Courtney, Jr., as joint tenants, in fee, said purported deed being dated January 26, 1956, and recorded among said Land Records in Liber C.B.G. No. 61, Folio 480, a certified copy of which pretended deed is herewith filed as part hereof and marked Plaintiff's Exhibit "B".

5. That during the continuance of the infirmity of said Plaintiff and during his incapacity as aforesaid, being then at the age of 78 years, he was induced through the fraud, misrepresentations, undue influence and deceit of the Defendants, Dorothy M. Courtney, Dorothy J. Courtney and John T. Courtney, Jr., to sign a certain paper purporting to be a deed conveying a certain portion of his said real estate to the said Defendant, Dorothy M. Courtney, in fee, said purported deed being dated March 31, 1956, and recorded among said Land Records in Liber C.B.G. No. 64, Folio 255, a certified copy of which pretended deed is herewith filed as part hereof and marked Plaintiff's Exhibit "C".

6. That during the continuance of the infirmity of said Plaintiff and during his incapacity as aforesaid, being then at the age of 78 years, he was induced through the fraud, misrepresentations, undue influence and deceit of the Defendants, Dorothy M. Courtney, Dorothy J. Courtney and John T. Courtney, Jr., to sign a certain paper purporting to be a deed conveying a certain portion of his said real estate to the said Defendant, John T. Courtney, Jr., in fee, said purported deed being dated March 31, 1956, and recorded among said Land Records in Liber C.B.G. No. 64, Folio 257, a certified copy of which pretended deed is herewith filed as part hereof and marked Plaintiff's Exhibit "D".

7. That during the continuance of the infirmity of said Plaintiff and during his incapacity as aforesaid, being then at the age of 78 years, he was induced through the fraud, misrepresentations, undue influence and deceit of the Defendants, Dorothy M. Courtney, Dorothy J. Courtney and John T. Courtney, Jr. to sign a certain paper purporting to be a deed, conveying a certain portion of his said real estate to John T. Courtney, Jr., in fee, but subject to the reservation of a life estate in said real estate to the said Plaintiff, said pretended deed being dated March 31, 1956, and recorded among said Land Records in Liber C.B.G. No. 64, Folio 259, a certified copy of which pretended deed is herewith filed as part hereof and marked Plaintiff's Exhibit "E".

8. That during the continuance of the infirmity of said Plaintiff and during his incapacity as aforesaid, being then at the age of 78 years, he was induced through the fraud, misrepresentations, undue influence and deceit of the Defendants, Dorothy M. Courtney, Dorothy J. Courtney and John T. Courtney, Jr., to sign a certain paper purporting to be a deed conveying a certain portion of his said real estate to the said Defendant, John T. Courtney, Jr., in fee, said purported deed being dated March 31, 1956, and recorded among said Land Records in Liber C.B.G. No. 64, Folio 261, a certified copy of which pretended deed is herewith filed as part hereof and marked Plaintiff's Exhibit "F".

9. That the said pretended deeds, unless set aside and annulled by a Court of Equity, will deprice your Plaintiff of all his right, title and interest in said real estate described particularly in the aforesaid purported deeds and will divest him of the fee simple title he has heretofore held in said real estate and will bestow interests in said real estate to the respective Defendants who should not have any interest in said real estate whatsoever.

10. That said pretended deeds are wholly without legal consideration, are fraudulent and void and should be set aside by a Court of Equity.

TO THE END THEREFORE:

1. That said pretended deeds or instruments of writing purporting to have been made and executed by the Plaintiff as aforesaid, may be annulled and set aside by a Decree of this Court.

2. That your Plaintiff may have such other and further relief in the premises as his case may require.

/S/ DAVID T. MOORE
David T. Moore

/S/ WILLIAM O. E. STERLING
William O. E. Sterling, Solicitor
for the Plaintiff.

IN EQUITY NO. A-898

STATE OF NEW JERSEY, County of Morris, to wit:

I HEREBY CERTIFY, that on this 1st day of December, 1956, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David T. Moore, the Plaintiff in the aforegoing cause, and he made oath in due form of law that the matters and facts set-forth in the aforegoing Bill of Complaint are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(N.P.)
(SEAL)
My Commission expires :June 20, 1961

/S/ Ruth E. Clark
Notary Public

DEED - REFERENCE - LIBER C.B.G. NO. 60 FOLIO 410 PLAINTIFF'S EXHIBIT "A"	FILED DEC. 6, 1956
DEED - REFERENCE - LIBER C.B.G. NO. 61 FOLIO 480 PLAINTIFF'S EXHIBIT "B"	FILED DEC. 6, 1956
DEED - REFERENCE - LIBER C.B.G. NO. 64 FOLIO 255 PLAINTIFF'S EXHIBIT "C"	FILED DEC. 6, 1956
DEED - REFERENCE - LIBER C.B.G. NO. 64 FOLIO 257 PLAINTIFF'S EXHIBIT "D"	FILED DEC. 6, 1956
DEED - REFERENCE - LIBER C.B.G. NO. 64 FOLIO 259 PLAINTIFF'S EXHIBIT "E"	FILED DEC. 6, 1956
DEED - REFERENCE - LIBER C.B.G. NO. 64 FOLIO 261 PLAINTIFF'S EXHIBIT "F"	FILED DEC. 6, 1956
SUBPOENA TO DOROTHY M. COURTNEY, DOROTHY J. COURTNEY, JOHN T. COURTNEY, JR.	ISSUED DEC. 7, 1956
SERVED DEC. 11, 1956 BY LANCASTER, DEP. SHERIFF	FILED JAN. 7, 1957
Non est as Dorothy J. Courtney and John T. Courtney, Jr.	

ANSWER OF DOROTHY M. COURTNEY
(Filed Jan. 21, 1957)

To the Honorable, the Judges of said Court:

The Answer of Dorothy M. Courtney to the Bill of Complaint of David T. Moore, Plaintiff, against her and others in this Court exhibited:

1. Defendant, Dorothy M. Courtney admits the allegations of the first paragraph of said Bill of Complaint.

2. Defendant, Dorothy M. Courtney denies the allegations of the second paragraph of said Bill of Complaint.

3. Answering the allegations of the third paragraph of said Bill of Complaint. Defendant, Dorothy M. Courtney admits the execution by the Plaintiff of said Deed conveying certain of his real estate to Defendant, Dorothy M. Courtney and Defendant, Dorothy J. Courtney, but denies the alleged infirmity and incapacity of the Plaintiff and further denies the execution of said deed was induced through the fraud, misrepresentation, undue influence and deceit of said Defendants, Dorothy M. Courtney, Dorothy J. Courtney and John T. Courtney,Jr. or either of them; but alleges on the contrary that the execution of said Deed was the free and voluntary act of the said Plaintiff and based upon good and valuable considerations and the further consideration of love and affection towards his daughter, Dorothy M. Courtney and his grand-daughter Dorothy J. Courtney.

4. Answering the allegations of the fourth paragraph of said Bill of Complaint, Defendant, Dorothy M. Courtney admits the execution by the Plaintiff of said Deed conveying certain of his real estate to Defendant, Dorothy M. Courtney and Defendant, John T. Courtney, Jr., but denies the alleged infirmity and incapacity of the Plaintiff and further denies the execution of said Deed was induced through the fraud, misrepresentations, undue influence and deceit of said Defendants, Dorothy M. Courtney, Dorothy J. Courtney, and John T. Courtney, Jr. or either of them; but alleges on the contrary that the execution of said Deed was the free and voluntary act of the said Plaintiff and based upon good and valuable considerations and the further consideration of love and affection towards his daughter, Dorothy M. Courtney and his grandson John T. Courtney, Jr.

5. Answering the allegations of the fifth paragraph of said Bill of Complaint. Defendant, Dorothy M. Courtney admits the execution by the Plaintiff of said Deed conveying certain of his real estate to Defendant, Dorothy M. Courtney, but denies the alleged infirmity and incapacity of the Plaintiff and further denies the execution of said deed was induced through the fraud, misrepresentations, undue influence and deceit of said Defendants, Dorothy M. Courtney, Dorothy J. Courtney and John T. Courtney, Jr. or either of them; but alleges on the contrary that the execution of said Deed was the free and voluntary act of the said Plaintiff and based upon good and valuable considerations and the further consideration of love and affection towards his daughter, Dorothy M. Courtney.

6. Answering the allegations of the sixth paragraph of said Bill of Complaint, Defendant, Dorothy M. Courtney admits the execution by the Plaintiff of said Deed conveying certain of his real estate to Defendant, John T. Courtney, Jr., but denies the alleged infirmity and incapacity of the Plaintiff and further denies the execution of said deed was induced through the fraud, misrepresentations, undue influence and deceit of said Defendants, Dorothy M. Courtney, Dorothy J. Courtney and John T. Courtney, Jr. or either of them; but alleges on the contrary that the execution of said Deed was the free and voluntary act of the said Plaintiff and based upon good and valuable considerations and the further consideration of love and affection towards his grandson, John T. Courtney, Jr.

7. Answering the allegations of the seventh paragraph of said Bill of Complaint. Defendant, Dorothy M. Courtney admits the execution by the Plaintiff of said Deed conveying certain of his real estate to Defendant, John T. Courtney, Jr., but denies the alleged infirmity and incapacity of the Plaintiff and further denies the execution of said deed was induced through the fraud, misrepresentations, undue influence and deceit of said Defendants, Dorothy M. Courtney, Dorothy J. Courtney and John T. Courtney, Jr. or either of them; but alleges on the contrary that the execution of said Deed was the free and voluntary act of the said Plaintiff and based upon good and valuable considerations, and the further consideration of love and affection towards his grandson, John T. Courtney, Jr.

8. Answering the allegations of the eighth paragraph of said Bill of Complaint. Defendant, Dorothy M. Courtney admits the execution by the Plaintiff of said Deed conveying certain of his real estate to Defendant, John T. Courtney, Jr., but denies the alleged infirmity and incapacity of the Plaintiff and further denies the execution of said Deed was induced through the fraud, misrepresentations, undue influence and deceit of said Defendants, Dorothy M. Courtney, Dorothy J. Courtney and John T. Courtney, Jr. or either of them; but alleges on the contrary that the execution of said Deed was the free and voluntary act of the said Plaintiff and based upon good and valuable considerations and the further consideration of love and affection towards his grandson, John T. Courtney, Jr.

9. Defendant, Dorothy M. Courtney denies the allegations of paragraph nine of said Bill of Complaint.

10. Defendant, Dorothy M. Courtney denies the allegations of the tenth paragraph of said Bill of Complaint and alleges on the contrary that the execution of all of said deeds was upon and supported by good, legal, valuable considerations including love and affection towards the grantee or grantees; and that therefore all of said deeds are good and valid deeds and should be sustained by this Court.

IN EQUITY NO. A-898

And having fully answered the allegations of said Bill of Complaint heretofore filed in this case, Defendant, Dorothy M. Courtney prays your Honorable Court to dismiss said Bill of Complaint with costs to said Defendant.

And, as in duty bound, etc.

/S/ JOHN H. T. BRISCOE
John H. T. Briscoe, Solicitor for
Defendant, Dorothy M. Courtney.

I hereby certify that a copy of aforegoing answer was left at office of Wm. O. E. Sterling, Solicitor for Plaintiff this 21st day of January, 1957.

/S/ JOHN H. T. BRISCOE
Solicitor

NOTICE TO DOROTHY M. COURTNEY TO TAKE DEPOSITION UNDER AND BY VIRTUE OF THE MARYLAND RULES OF PROCEDURE.
(Filed May 27, 1957)

To: Dorothy M. Courtney:

The Plaintiff, David T. Moore, in the above case, desires to take your deposition on Friday, May 31st, 1957, before June M. Bussler, a Notary Public of the State of Maryland, at the law office of Dorsey and Sterling at Leonardtown, Maryland, at the hour of 1:30 P.M. under the provisions of the Maryland Rules of Procedure of the Court of Appeals for the purpose of use as evidence and/or discovery in the above entitled case, and hereby notify you that the deposition shall be taken at the time, place and office as indicated above and you are notified to appear.

/S/ WILLIAM O. E. STERLING
William O. E. Sterling,
Attorney for the Plaintiff,
Leonardtown, Maryland,
Greenwood 5-6271.

I HEREBY CERTIFY that I received a copy of the above notice from William O. E. Sterling, Attorney for the Plaintiff, this 27th day of May, 1957.

/S/ JOHN H. T. BRISCOE
John H, T. Briscoe,
Attorney for the Defendant.

STATEMENT
(Filed June 18, 1957)

I, David T. Moore, to hereby request you to abandon suit in equity # A-898 as upon sober reflection I agreed to sign the deeds cited in suit while I was in my own home, I was free to come and go as I pleased, among my family and friends; any physical troubles I had were under control by Dr. Kelley's prescription. My grandson took me to Easter service in his car 4-1-56 - later I walked to Church and to the store using my white cane.

Signed,

/S/ DAVID T. MOORE

SUBPOENA TO DOROTHY M. COURTNEY, DOROTHY J. COURTNEY AND JOHN T. COURTNEY, JR. ISSUED JULY 31, 1958
SHERIFF'S RETURN - Non est 8-4-58 Per H. S. Lancaster, Dept.Sheriff FILED AUG. 4, 1958

SUBPOENA TO DOROTHY J. COURTNEY AND JOHN T. COURTNEY, JR. ISSUED SEPT.8, 1958 SERVED TO JOHN T. COURTNEY, JR. AND DOROTHY J. COURTNEY SEPT. 12, 1958 Per H. S. Lancaster, Dep. Sheriff Filed Oct. 9, 1958

ANSWER OF JOHN T. COURTNEY, JR.
(Filed Jan. 27, 1959)

To the Honorable, the Judges of said Court:

The Answer of John T. Courtney, Jr. to the Bill of Complaint of David T. Moore, Plaintiff, against him and others in this Court exhibited:

1. Defendant, John T. Courtney, Jr. admits the allegations of the first paragraph of said Bill of Complaint.

2. Defendant, John T. Courtney, Jr. denies the allegations of the second paragraph of said Bill of Complaint.

3. Answereing the allegations of the third paragraph of said Bill of Complaint. Defendant, John T. Courtney, Jr. admits the execution by the Plaintiff of said Deed conveying certain of his real estate to Defendant, Dorothy M. Courtney, and Defendant, Dorothy J. Courtney, but denies the alleged infirmity and incapacity of the Plaintiff and further denies the execution of said deed was induced through the fraud, misrepresentation, undue influence and deceit of said Defendant, John T. Courtney, Jr.; but alleges on the contrary that the execution of said Deed was the free and voluntary act of the said Plaintiff and based upon good and valuable considerations and the further consideration of love and affection towards his daughter, Dorothy M. Courtney and his grand-daughter Dorothy J. Courtney.

4. Answering the allegations of the fourth paragraph of said Bill of Complaint. Defendant, John T. Courtney, Jr. admits the execution by the Plaintiff of said Deed conveying certain of his real estate to Defendant, Dorothy M. Courtney and Defendant, John T. Courtney, Jr., but denies the alleged infirmity and incapacity of the Plaintiff and further denies the execution of said Deed was induced through the fraud, misrepresentations, undue influence and deceit of said Defendant, John T. Courtney, Jr.; but alleges on the contrary that the execution of said Deed was the free and voluntary act of the said Plaintiff and based upon good and valuable considerations and the further consideration of love and affection towards his daughter, Dorothy M. Courtney and his grandson John T. Courtney, Jr.

5. Answering the allegations of the fifth paragraph of said Bill of Complaint. Defendant, John T. Courtney, Jr. admits the execution by the Plaintiff of said Deed conveying certain of his real estate to Defendant, Dorothy M. Courtney, but denies the alleged infirmity and incapacity of the Plaintiff and further denies the execution of said deed was induced through the fraud, misrepresentations, undue influence and deceit of said Defendant, John T. Courtney, Jr.; but alleges on the contrary that the execution of said Deed was the free and voluntary act of the said Plaintiff and based upon good and valuable considerations and the further consideration of love and affection towards his daughter, Dorothy M. Courtney.

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6. Answering the allegations of the sixth paragraph of said Bill of Complaint. Defendant, John T. Courtney, Jr. admits the execution by the Plaintiff of said Deed conveying certain of his real estate to Defendant, John T. Courtney, Jr., but denies the alleged infirmity and incapacity of the Plaintiff and further denies the execution of said Deed was induced through the fraud, misrepresentations, undue influence and deceit of said Defendant, John T. Courtney, Jr.; but alleges on the contrary that the execution of said Deed was the free and voluntary act of the said Plaintiff and based upon good and valuable considerations and the further consideration of love and affection towards his grandson, John T. Courtney, Jr.

7. Answering the allegations of the seventh paragraph of said Bill of Complaint. Defendant, John T. Courtney, Jr. admits the execution by the Plaintiff of said Deed conveying certain of his real estate to Defendant, John T. Courtney, Jr.; but denies the alleged infirmity and incapacity of the Plaintiff and further denies the execution of said deed was induced through the fraud, misrepresentations, undue influence and deceit of said Defendant, John T. Courtney, Jr.; but alleges on the contrary that the execution of said Deed was the free and voluntary act of the said Plaintiff and based upon good and valuable considerations, and the further consideration of love and affection towards his grandson, John T. Courtney, Jr.

8. Answering the allegations of the eighth paragraph of said Bill of Complaint. Defendant, John T. Courtney, Jr. admits the execution by the Plaintiff of said Deed conveying certain of his real estate to Defendant, John T. Courtney, Jr.; but denies the alleged infirmity and incapacity of the Plaintiff and further denies the execution of said Deed was induced through the fraud, misrepresentations, undue influence and deceit of said Defendant, John T. Courtney, Jr.; but alleges on the contrary that the execution of said Deed was the free and voluntary act of the said Plaintiff and based upon good and valuable considerations and the further consideration of love and affection towards his grandson, John T. Courtney, Jr.

9. Defendant, John T. Courtney, Jr. denies the allegations of paragraph nine of said Bill of Complaint.

10. Defendant, John T. Courtney, Jr. denies the allegations of the tenth paragraph of said Bill of Complaint and alleges on the contrary that the execution of all of said deeds was upon and supported by good, legal, valuable considerations, including love and affection towards the grantee or grantees; and that therefore all of said deeds are good and valid deeds and should be sustained by this Court.

And having fully answered the allegations of said Bill of Complaint heretofore filed in this case, Defendant, John T. Courtney, Jr. prays your Honorable Court to dismiss said Bill of Complaint with costs to said Defendant.

And, as in duty bound, etc.

/S/ JOHN H. T. BRISCOE
John H. T. Briscoe, Solicitor for
Defendant, John T.Courtney, Jr.

I hereby certify that a copy of aforegoing answer was left at the office of William O. E. Sterling, Solicitor for Plaintiff, this 26th day of January, 1959.

/S/ JOHN H. T. BRISCOE
SOLICITOR

ANSWER OF DOROTHY J. COURTNEY
(Filed Jan. 27, 1959)

To the Honorable, the Judges of said Court:

The Answer of Dorothy J. Courtney to the Bill of Complaint of David T. Moore, Plaintiff, against her and others in this Court exhibited:

1. Defendant, Dorothy J. Courtney admits the allegations of the first paragraph of said Bill of Complaint.

2. Defendant, Dorothy J. Courtney denies the allegations of the second paragraph of said Bill of Complaint.

3. Answering the allegations of the third paragraph of said Bill of Complaint. Defendant, Dorothy J. Courtney admits the execution by the Plaintiff of said Deed conveying certain of his real estate to Defendant, Dorothy M. Courtney and Defendant, Dorothy J. Courtney, but denies the alleged infirmity and incapacity of the Plaintiff and further denies the execution of said deed was induced through the fraud, misrepresentation, undue influence and deceit of said Defendants, Dorothy M. Courtney, Dorothy J. Courtney and John T. Courtney, Jr. or either of them; but alleges on the contrary that the execution of said Deed was the free and voluntary act of the said Plaintiff and based upon good and valuable considerations and the further consideration of love and affection towards his daughter, Dorothy M. Courtney and his grand-daughter Dorothy J. Courtney.

4. Answering the allegations of the fourth paragraph of said Bill of Complaint, Defendant, Dorothy J. Courtney admits the execution by the Plaintiff of said Deed conveying certain of his real estate to Defendant, Dorothy M. Courtney and Defendant, John T. Courtney, Jr., but denies the alleged infirmity and incapacity of the Plaintiff and further denies the execution of said Deed was induced through the fraud, misrepresentations, undue influence and deceit of said Defendant, Dorothy J. Courtney; but alleges on the contrary that the execution of said Deed was the free and voluntary act of the said Plaintiff and based upon good and valuable considerations and the further consideration of love and affection towards his daughter, Dorothy M. Courtney and his grandson John T. Courtney, Jr.

5. Answering the allegations of the fifth paragraph of said Bill of Complaint. Defendant, Dorothy J. Courtney admits the execution by the Plaintiff of said Deed conveying certain of his real estate to Defendant, Dorothy J. Courtney, admits the execution by the Plaintiff of said Deed conveying certain of his real estate to Defendant, Dorothy J. Courtney, but denies the alleged infirmity and incapacity of the Plaintiff and further denies the execution of said deed was induced through the fraud, misrepresentations, undue influence and deceit of said Defendant, Dorothy J. Courtney; but alleges on the contrary that the execution of said Deed was the free and voluntary act of the said Plaintiff and based upon good and valuable considerations and the further consideration of love and affection towards his daughter, Dorothy M. Courtney.

6. Answering the allegations of the sixth paragraph of said Bill of Complaint. Defendant, Dorothy J. Courtney admits the execution by the Plaintiff of said Deed conveying certain of his real estate to Defendant, John T. Courtney,Jr., but denies the alleged infirmity and incapacity of the Plaintiff and further denies the execution of said deed was induced through the fraud, misrepresentations, undue influence and deceit of said Defendant, Dorothy J. Courtney, but alleges on the contrary that the execution of said Deed was the free and voluntary act of the said Plaintiff and based upon good and valuable considerations and the further consideration of love and affection towards his grandson, John T. Courtney, Jr.

7. Answering the allegations of the seventh paragraph of said Bill of Complaint. Defendant, Dorothy J. Courtney admits the execution by the Plaintiff of said Deed conveying certain of his real estate to Defendant, John T. Courtney, Jr., but denies the alleged infirmity and incapacity of the Plaintiff and further denies the execution of said deed was induced through the fraud, misrepresentations,

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undue influence and deceit of said Defendant, Dorothy J. Courtney, but alleges on the contrary that the execution of said Deed was the free and voluntary act of the said Plaintiff and based upon good and valuable considerations, and the further consideration of love and affection towards his grandson, John T. Courtney, Jr.

8. Answering the allegations of the eighth paragraph of said Bill of Complaint. Defendant, Dorothy J. Courtney admits the execution by the Plaintiff of said Deed conveying certain of his real estate to Defendant, John T. Courtney, Jr., but denies the alleged infirmity and incapacity of the Plaintiff and further denies the execution of said Deed was induced through the fraud, misrepresentations, undue influence and deceit of said Defendant, Dorothy J. Courtney; but alleges on the contrary that the execution of said Deed was the free and voluntary act of the said Plaintiff and based upon good and valuable considerations and the further consideration of love and affection towards his grandson, John T. Courtney, Jr.

9. Defendant, Dorothy J. Courtney denies the allegations of paragraph nine of said Bill of Complaint.

10. Defendant, Dorothy J. Courtney denies the allegations of the tenth paragraph of said Bill of Complaint and alleges on the contrary that the execution of all of said deeds was upon and supported by good, legal, valuable considerations including love and affection towards the grantee or grantees; and that therefore all of said deeds are good and valid deeds and should be sustained by this Court.

And having fully answered the allegations of said Bill of Complaint heretofore filed in this case, Defendant, Dorothy J. Courtney prays your Honorable Court to dismiss said Bill of Complaint with costs to said Defendant.

And, as in duty bound, etc.

/S/ JOHN H. T. BRISCOE
John H. T. Briscoe, Solicitor for
Defendant, Dorothy J. Courtney.

I hereby certify that a copy of aforegoing answer was left at the office of William O. E. Sterling, Solicitor for Plaintiff, this 26th day of January, 1959.

/S/ JOHN H. T. BRISCOE
Solicitor

REQUEST FOR SUMMONS FOR WITNESS(DR. P. J. BEAN, GREAT MILLS, MD.) FILED MAR. 12, 1959, SUMMONS ISSUED.

BEFORE JUDGE DORSEY, PLAINTIFF'S EXHIBITS A,B,C,D,E,F,G,H,I,J,K,AND L FILED MAR. 13, 1959
EXHIBIT "H" LETTER FROM DOROTHY J. COURTNEY TO WM. O. E. STERLING REQUESTING REMOVAL OF HER NAME FROM DEED.
EXHIBIT "I" APPRAISAL REPORT BY J. SPENCE HOWARD, JR., FILED MAR. 13, 1959
EXHIBIT "J" MORTGAGE - REFERENCE C.B.G. LIBER 31 FOLIO 115
EXHIBIT "K" MORTGAGE - REFERENCE C.B.G. LIBER 45 FOLIO 328
EXHIBIT "L" MORTGAGE - REFERENCE C.B.G. LIBER 45 FOLIO 332

TESTIMONY FILED MAR. 30, 1959, CASE CONTINUED BEFORE JUDGE DORSEY APR. 1, 1959, ADDITIONAL TESTIMONY FILED APR. 6, 1959.

OPINION FILED Aug. 11, 1959

This case arised upon application to a Court of Equity by a grantor, who at the time of the conveyance was 78 years of age, against his daughter, granddaughter and grandson to vacate 6 deeds upon the grounds of fraud and undue influence. The bill alleges that the plaintiff at the time of the execution of the deeds was 78 years of age and that by reason of his advanced age, high blood pressure and blindness, became so infirmed and helpless of body that his mind was so enfeebled and impaired as to render him unfit for the transaction of business. The defendants deny this allegation and allege that the execution of the deeds was the free and voluntary act of the plaintiff and was based upon good and valuable considerations and the further consideration of love and affection toward his daughter, grandson and grandaughter.

The evidence discloses that the plaintiff, at the time of the conveyances, was seized of a tract of land in the First Election District of St. Mary's County, Maryland, called "Part of Partner's Oversight" containing about 45 acres of land. It was encumbered by a mortgage in the amount of $2,000.00

This property was appraised by J. Spence Howard, Jr., on November 24, 1956, for $16,852.10. The testimony shows that the plaintiff at the time of the execution of the deeds was almost blind and was suffering from high blood pressure and the infirmities of old age. One of the defendants testified that the plaintiff "had cataracts and was half blind and could not see to get around" and also that "he was pretty feeble."

It would appear from the testimony in this case that after the death of the plaintiff's wife and while his daughter, Mrs. Courtney, was caring for him that there was a confidential relationship in which he was the dependent and she the dominant party. This, as a matter of law, casts upon her the burden of proving the fairness of the entire transaction. Where the transaction is found on careful scrutiny to be fair, the confidential relations alone will not upset the grant and the mere fact that the grantor later changed his mind will not justify a court in undoing it. Hoffer vs. Rickell, 191 Md. 591. To set it aside, it is not necessary to find that she acted fraudulently, Dheil vs. Stotzer, 113 Md. 278. In Theide vs. Stortzuman, 113 Md. 278, the court, quoting Highberger vs. Stiffner, 21, Md. 338, said, "wherever a fiduciary relation exists, legal or actual, whereby trust and confidence are reposed on the one side and influence and control are exercised on the other, courts of equity, independent of the ingredients of positive fraud through public policy as a protection against overweening confidence will interpose to prevent a man from stripping himself of his property." The general principle is if confidence is reposed and that confidence is abused, courts of equity will grant relief. In such cases it is not necessary to prove actual exercise of overweening influence, misrepresentation, improtunity or fraud alinude. The action complained of ...

The general rule is that he who bargains in a matter of advantage with a person placing confidence in him is bound to show that a reasonable use had been made of that confidence, a rule applying equally to all persons standing in confidential relation to each other. Vocci vs. Ambrosetti, 201 Md. 485.

In Willoughby vs. Trevisonno, 202 Md. 452, the Court said, "In Gaggers v.Gibson, 180 M., 609, 26A 395, 397, a man 86 years of age and very feeble and not capable of serious mental effort, executed a deed to Will Gagers, his son-in-law, at the instance of Gagger's wife, the daughter of Gibson, who has assumed control of her father's affairs. This Court in sustaining the action of the chancellor in setting aside that deed said: "White it is true the deed is to Gaggers alone, it was procured by his wife, and he is bound by her actions. "It is firmly established as the law of the State that where an aged parent makes a conveyance to a child, the burden is cast upon the grantee of establishing the fairness of the transaction. And, if where confidence is reposed it is abused, courts of equity will grant relief." Beinbrink v. Fox 121 Md. 102, 104, 88A106; Bentley v.Bentley, 141 Md. 428, 437, 119 A. 293; Chase v. Grey, 134 Md. 619, 625, 107 A. 537. Actual fraud, or undue influence, is not necessary in order to vacate the deed. Highberger v. Stiffler, 21 Md. 338, 350, 83 Am. Dec. 593; Todd v. Grove, 33 Md. 188.

IN EQUITY NO. A-898

Advanced age, physical debility and mental feebleness are all facts carrying weight in determining whether a confidential relation in fact existed. Mead v. Gilbert, 170 Md., 592. 185 A. 688; Gerson v. Gerson, 179 Md. 171, 20 A. 2nd 567."

In this case, while there is no evidence to prove mental incapacity, there is however evidence of advanced physical debility and mental feebleness coupled with almost total blindness. These facts create a confidential relation between the father and daughter shifting the burden of proff as to the fairness and reasonableness of the transaction to the defendants.

While the grandson, John T. Courtney, Jr., was not present when the discussions leading up to the several conveyances were made, yet if there was undue influence exerted by his mother upon the plaintiff, he is the beneficiary and the deeds to him would be voidable. The same applies to Dorothy J. Courtney who has filed a paper in the proceedings stating that she did not know about the deed which had been made out by the Plaintiff to her and her mother as joint tenants until some time after it had been recorded and that she does not wish to remain as a party on the deed.

The Court feels in this case that the advanced age of the plaintiff, his blindness and general physical debility and mental feebleness are all facts which set up a confidential relation and the burden rests upon the defendants to show that the whole transaction was fair and reasonable which the Court does not feel has been done.

I will sign a decree setting aside the 6 deeds executed by the plaintiff to the defendants and will also decree that the property is subject to a mortgage in the amount of $2,000.00 from David T. Moore to John T.Courtney, Jr., said mortgage having been originally executed by the Plaintiff in that amount to the County Trust Company of Maryland and assigned by them to the said John T. Courtney, Jr.

I will sign a decree in conformity with this Opinion.

/S/ PHILIP H. DORSEY, JR.
Judge

DECREE
(Filed Sept. 9, 1959)

The proceedings in the above entitled cause having been fully considered and in accordance with the Opinion of this Court heretofore filed, it is by the Circuit Court for Saint Mary's County, Maryland, in Equity, this 9th day of September, 1959, ADJUDGED, ORDERED AND DECREED that the following Deeds be and the same are hereby set aside, annulled and declared to be of no legal force and effect, to wit:

(1) Deed from David T. Moore to Dorothy M. Courtney and Dorothy J. Courtney, dated July 6, 1955, and recorded among the Land Records of St. Mary's County, Maryland, in Liber C.B.G. No. 60, Folio 410;

(2) Deed from David T. Moore to Dorothy M. Courtney and John T. Courtney, Jr., dated January 26, 1956, and recorded among the Land Records of St. Mary's County, Maryland, in Liber C.B.G. No. 61, Folio 480;

(3) Deed from David T. Moore to Dorothy M. Courtney, dated March 31, 1956, and recorded among the Land Records of St. Mary's County, Maryland, in Liber C.B.G. No. 64, Folio 255; (4) Deed from David T. Moore to John T. Courtney, Jr., dated March 31, 1956, and recorded among the Land Records of St. Mary's County, Maryland, in Liber C.B.G. No. 64, Folio 257; (5) Deed from David T. Moore to John T. Courtney, Jr., dated March 31, 1956, and recorded among the Land Records of St. Mary's County, Maryland, in Liber C.B.G. No. 64, Folio 259, and, (6) Deed from David T. Moore to John T. Courtney, Jr., dated March 31, 1956, and recorded among the Land Records of St. Mary's County, Maryland, in Liber C.B.G. No. 64, Folio 261.

It is further ADJUDGED, ORDERED, AND DECREED that the real estate involved in these proceedings is subject to the unpaid principal balance and interest accruing thereon of a Mortgage from David T. Moore and Helen L. Moore, his wife, to the County Trust Company of Maryland, a body corporate, dated May 23, 1953, and recorded among the Land Records of St. Mary's County, Maryland, in Mortgage Liber C.B.G. No. 31, Folio 115, which said Mortgage has been assigned without recourse by the said County Trust Company of Maryland to John T. Courtney, Jr., which Assignment has been duly recorded among the Land Records of St. Mary's County, Maryland; the unpaid principal balance of said Mortgage being Seven Hundred Ninety Three Dollars and Eighteen Cents ($793.18).

It is further ADJUDGED, ORDERED AND DECREED that the Defendants pay the costs of these proceedings.

/S/ PHILIP H. DORSEY, JR.
Philip H. Dorsey, Jr., Judge

R. LEGARE WEBB,	:	IN THE
6 W. OVERLEA AVENUE, BALTIMORE 6, MD.	:	CIRCUIT COURT
COMPLAINANT,	:	FOR ST. MARY'S COUNTY, MARYLAND
VS	:	
	:	A-900 IN EQUITY
LAURENCE A. BARNES, AND NANCY C. BARNES, HIS WIFE, LEONARDTOWN, MARYLAND.	:	
DEFENDANTS.		

BILL OF COMPLAINT
(Filed Dec. 17, 1956)

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The bill of complaint of R. Legare Webb, the above-named complainant, respectfully shows unto the Court:

1. That on the 20th day of December, 1954, J. Frank Bailey, County Treasurer and Collector of taxes for St. Mary's County and the State of Maryland (hereinafter called Collector), pursuant to the power and authority vested in him by the laws of the State of Maryland, sold unto the complainant, the said R. Legare Webb, at public sale a lot or parcel of ground, containing four and one-third acres of ground, situate in the Third Election District of St. Mary's County, State of Maryland, on the easterly side of the County Road leading into Rosebank, the said tract being fully described by metes and bounds courses and distances by deed dated September 19th, 1952 and recorded among the land records of the aforesaid county in liber C.B.G. No. 41, folio 21.

2. That a certificate of the said sale, dated December 20th, 1954, was issued by the said J. Frank Bailey, Collector, to the complainant, covering the said tract of land, in conformity with the provisions of Section 82 of Article 81 of the Code of Public General Laws of Maryland; said certificate being filed herewith marked Complainant's Exhibit #1.

3. That a search of the land records of said County; the records of the Register of Wills thereof and the records of the Circuit Court for said County discloses that the title to the aforesaid tract of land is vested in the defendants Laurence A. Barnes and Nancy C. Barnes, his wife, by virtue of a deed dated September 19th, 1952 and recorded among the land records of said county in liber C.B.G. No. 41, folio 21&c, from Charles H. Schutte and wife to the said Laurence A. Barnes and wife.

4. That this proceeding is brought under the provisions of the said Article 81 of the Code of Public General Laws of Maryland, to foreclose all rights of redemption in the property herein described against the said herein named defendants, Laurence A. Barnes and Nancy C. Barnes, his wife, and all other persons having or claiming to have any interest in and to the aforesaid property.

5. That although more than a year and a day from the date of the aforesaid sale (December 20th, 1954) has expired the aforesaid property has not been redeemed by any party in interest and the present proceeding to foreclose the rights of redemption is brought within two years from the date of issuance of the certificate of tax sale (December 20th, 1954).

6. That the amount necessary for the redemption of the said property is the purchase price paid at the tax sale as shown by the certificate of sale filed herewith, together with interest thereon at the rate of six percent per annum from the date of sale to the date of the payment of the redemption money plus any taxes together with interest and penalties thereon accruing subsequent to the date of sale and the total disbursements made by the complainant the holder of the certificate of tax sale in accordance with the provisions of Article 81 of the Code of Public General Laws of Maryland.

TO THE END THEREFORE:

(a) That this Honorable court pass a final decree foreclosing all rights of redemption against the defendants Laurence A. Barnes and Nancy C. Barnes, his wife, and all persons having or claiming to have any interest in and to the aforesaid property herein described.

(b) That this Honorable court may pass a final decree vesting in the said complainant an absolute and indefeasible title in fee simple in and to the aforesaid property herein described and referred to and to bar all rights of redemption and to foreclose all prior or subsequent alienations and descents of the property herein described and all encumbrances thereon except taxes accruing subsequent to the date of sale and public easements to which the property is subject.

(c) That the writ of subpoena be issued to the said Laurence A. Barnes and Nancy C. Barnes, his wife, commanding them to be and appear in this Court on some day certain to be named therein and answer the said bill of complaint or redeem the said property and abide by and perform such decree or order as may be passed therein and warning them that in case of their failure to do so a final decree may be passed to foreclose all rights of redemption in the aforesaid property.

(d) That an order of publication may be issued giving notice to the said defendants Laurence A. Barnes and Nancy C. Barnes, his wife, and all other persons having or claiming to have any interest in and to the aforesaid property, of the object and substance of this bill of complaint and warning them to be and appear in this Court in person or by solicitor on or before the day of , 195 , to answer said bill of complaint or to redeem the aforesaid property herein described and referred to and warning them that in case of their failure to do so a final decree will be passed foreclosing all rights of redemption in the aforesaid property.

(e) That upon the passage of a final decree this Court may direct the County Treasurer and Collector of taxes as aforesaid, to execute and deliver a deed or deeds to the holder of the certificate of tax sale, the complainant herein, the said R. Legare Webb, in fee simple, upon the payment of all taxes, interest and penalties due, if any, said deed or deeds to be prepared by the complainant herein, the holder of the certificate of tax sale.

(f) That the complainant may have such other and further relief as his cause may require.

And as in duty bound & c.

/S/ R. LEGARE WEBB
Complainant.

COMPLAINANT'S EXHIBIT # 1
(Filed Dec. 17, 1956)

TREASURER OF SAINT MARY'S COUNTY
Leonardtown, Maryland

I, J. FRANK BAILEY, Collector of taxes for the State of Maryland and the County of St. Mary's , hereby certify that on Dec. 20, 1954, I sold to R. Legare Webb, at Public Auction for the sum of 22 Dollars and No Cents, which was paid in cash, the property in the 3rd District, described as Lot 4A and assessed to Laurence A. Barnes & Wife. The property described herein is subject to redemption. Upon redemption, the

IN EQUITY NO. A-900

holder of this certificate will be refunded the sum of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 89C of the Acts of 1943, and Acts amendatory thereof. All taxes together with interest thereon accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After Dec. 20, 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This Certificate will be void unless such a proceeding is brought within two years of the date of this certificate.

Witness my hand and seal, this 20th day of December, 1954.

/S/ J. FRANK BAILEY (SEAL)
COLLECTOR

Subscribed and sworn to before me this
17th of December, 1954.

J. R. DRURY, JR. /S/

My Commission expires May 2, 1955.
(N.P. SEAL)

R. LEGARE WEBB VS LAURENCE A. BARNES AND WIFE.
COMPLAINANT'S EXHIBIT # 1.

SUBPOENA TO LAURENCE A. BARNES AND NANCY C. BARNES, HIS WIFE , ISSUED Dec. 18, 1956 FILED Dec. 18, 1956
SHERIFF'S RETURN - Non est 12-28-56 ROBERT MIEDZINSKI, SHERIFF FILED JAN. 7, 1957

SUBPOENA
(FILED MAR. 1, 1957)

STATE OF MARYLAND CASE NO. A-900 EQUITY
SAINT MARY'S COUNTY, TO-wit

TO:
LAWRENCE A. BARNES and
NANCY C. BARNES, his wife,
Leonardtown, Maryland

GREETINGS.

We command and enjoin you that on or before the 16th day of April, 1957, you be and appear in the Circuit Court for St. Mary's County, Maryland, in Equity, to answer the Bill of Complaint of R. Legare Webb exhibited against you in the Circuit Court for Saint Mary's County, Maryland, or to redeem the property in said Bill of Complaint mentioned.

HEREOF fail not, as you will answer to the contrary at your peril.

WITNESS the Honorable JOHN B. GRAY, JR. Chief Judge of the Seventh Judicial Circuit of Maryland, the 15th day of February, 1957.

ISSUED the 15th day of February, 1957.

TO THE DEFENDANTS:

You are hereby notified and warned that if you fail to answer the said Bill of Complaint or to redeem the property in said Bill of Complaint mentioned within the time hereinbefore set forth, a FINAL DECREE will be rendered foreclosing all rights of redemption in the said property.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk.

Solicitors for Complainants:
R. Legare Webb
6 W. Overlea Avenue,
Baltimore, 6, Maryland

SHERIFF'S RETURN - Non est 2-25-57 ROBERT MIEDZINSKI, SHERIFF FILED MAR. 1, 1957
CERTIFICATE OF PUBLICATION FILED MAR. 18, 1957
BILL OF ST. MARY'S BEACON FILED MAR. 18, 1957

DECREE
(Filed May 9, 1957)

The proceedings in the within case having been read and considered and the defendants having been served with processes or notified by Order of Publication issued out of this Court on the 18th day of December, 1956, and no redemption having been made or answer filed by any party in interest;

It is thereupon, this 9th day of May, 1957, by the Circuit Court for St. Mary's County, ORDERED and DECREED, that the property herein described and sold by J. Frank Bailey, County Treasurer and Collector of taxes for St. Mary's County and the State of Maryland, to the above-named R. Legare Webb, by an absolute and indefeasible title in fee simple, free and clear of all alienations and descents of the property (except taxes and other public liens accruing subsequent to the date of sale and public easements, if any, to which the property is subject) and free of all rights of whatsoever kind or character in the property of the defendants or either of them, their heirs, devisees, personal representatives or assigns, to the end, intent and purpose, that the deed (hereinafter mentioned) to be executed by the County Treasurer and Collector of Taxes, shall convey unto the said R. Legare Webb, a good and merchantable title in fee simple to the said property, described as follows:

Beginning at a point on the easterly side of the County road leading into Rosebank, said point being the northerly corner boundary of the land now owned by William H. Wiegering thence leaving said road and running with said land, south 64 degrees 30 minutes east 434 feet to an iron pipe thence running north 86 degrees 55 minutes east 284.33 feet to the shore of Cherry Cove Creek thence with said Creek shore north 10 degrees west 248 feet thence north 63 degrees 31 minutes west 143.35 feet thence leaving the Creek and running north 75 degrees 32 minutes west 420 feet to the aforesaid County Road thence back along said County road south 22 degrees west 260.5 feet to the place of beginning.

Containing 4.3032 acres of land more or less, as shown on plat made by W. L. Bowman in January of 1951.

And it is further ORDERED and DECREED that the County Treasurer and Collector of taxes shall execute a deed conveying to the said R. Legare Webb, a fee simple title to the property hereinbefore described and sold to the said R. Legare Webb as hereinabove set forth, upon the payment to the said Collector of all taxes, interest and penalties thereon accruing subsequent to the date of sale.

/S/ PHILIP H. DORSEY, JR.
JUDGE

R. LEGARE WEBB, 6 W. Overlea Avenue, Baltimore 6, Md., COMPLAINANT,	:	IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MD.
VS	:	IN EQUITY NO. A-903
MAUDE C. P. COCKRILL, and all other persons having or claiming to have any interest in the property hereinafter described.	:	

BILL OF COMPLAINT
(Filed Dec. 18, 1956)

TO THE HONORABLE THE JUDGE OF SAID COURT:

The bill of complaint of R. Legare Webb, the above-named complainant, respectfully shows unto the Court:

1. That on December 20th, 1954, J. Frank Bailey, County Treasurer and Collector of taxes for St. Mary's County and the State of Maryland (hereinafter) called Collector, pursuant to the power and authority vested in him by the laws of the State of Maryland, sold unto the complainant, at public sale, four lots of ground situate in the second election district of St. Mary's County, designated as lots 4, 5, 6 and 7 Block #1, on Plat #1 of Piney Point Shores, recorded among the land records of St. Mary's County in liber J.M.M. #4, folio 372 &c.

2. That a certificate of said sale, dated December 20th, 1954, was issued by the said Collector to the complainant, covering the said lots of ground and improvements, in conformity with the provisions of Section 82 of Article 81 of the Code of Public General Laws of Maryland; said certificate being filed herewith, marked Complainant's Exhibit #1.

3. That a search of the land records of said County; the records of the Register of Wills thereof and the records of the Circuit Court for said County discloses that the title to the aforesaid four lots of ground is vested in the defendant Maud C. P. Cockrill, by virtue of a deed dated July 3, 1939, and recorded among the land records of said county in liber J.M.M. No. 11, folio 514 &c., from James Moseby Trammell, bachelor to the said Maud C. P. Cockrill.

4. That this proceeding is brought under the provisions of said Article 81 of said Code, to foreclose all rights of redemption in the property herein described against the said defendant Maud C. P. Cockrill, and all other persons having or claiming to have any interest in the aforesaid property.

5. That although more than a year and a day from the date of the aforesaid sale (December 20th, 1954) has expired the aforesaid property has not been redeemed by any party in interest and the present proceeding to foreclose the rights of redemption is brought within two years from the issuance of the certificate of tax sale (December 20th, 1954).

6. That the amount necessary for the redemption of the said property is the purchase price paid at the tax sale as shown by the certificate of sale filed herewith, together with interest thereon at the rate of six percent per annum from the date of sale to the date of the payment of the redemption money plus any taxes together with interest and penalties thereon accruing subsequent to the date of sale and the total disbursements made by the complainant the holder of the certificate of tax sale in accordance with the provisions of Article 81 of said Code.

TO THE END THEREFORE;

(a) That this Honorable Court pass a final decree foreclosing all rights of redemption against the defendant Maud C. P. Cockrill, and all persons having or claiming to have any interest in and to the aforesaid property herein described.

(b) That this Honorable Court may pass a final decree vesting in the complainant an absolute and indefeasible title in fee simple in and to the aforesaid property herein described and to bar all rights of redemption and to foreclose all prior or subsequent alienations and descents of the property herein described and all encumbrances thereon except taxes accruing subsequent to the date of sale and public easements to which the property is subject.

(c) That the writ of subpoena be issued to the said Maud C. P. Cockrill, commanding her to be and appear in this Court on some day certain to be named therein and answer the said bill of Complaint or redeem the said property and abide by and perform such decree or order as may be passed therein and warning her that in case of her failure to do so a final decree may be passed therein to foreclose all rights of redemption in the aforesaid property.

(d) That an order of publication may be issued giving notice to the said defendant Maud C. P. Cockrill, and all other persons having or claiming to have an interest in the aforesaid property, of the object and substance of this bill of complaint and warning them to be and appear in this Court, in person or by solicitor, on or before the day of , 195 , to answer said bill of complaint or to redeem the aforesaid property and warning them that in case of their failure to do so a final decree will be passed foreclosing all rights of redemption in the aforesaid property.

(e) That upon the passage of a final decree this Court may direct the Collector to execute and deliver a deed to the holder of the certificate of tax sale, the complainant herein, the said R. Legare Webb, in fee simple, upon the payment of all taxes interest and penalties due, if any; said deed to be prepared by the complainant herein, the holder of the tax sale certificate.

(f) That the complainant may have such other and further relief as his cause may require.

And as in duty bound &c.

/S/ R. LEGARE WEBB
Complainant.

COMPLAINANT'S EXHIBIT # 1. (FILED DEC. 18, 1956)
TREASURER OF SAINT MARY'S COUNTY

I, J. Frank Bailey, Collector of taxes for the State of Maryland and the County of St. Mary's, hereby certify that on Dec. 20, 1954 , I sold to R. Legare Webb, at Public Auction for the sum of 10 Dollars and No Cents, which was paid in cash, the property in the 2nd District, described as 4 Lots and assessed to M. C. P. Cockrill. The property described herein is subject to redemption. Upon redemption, the holder of this certificate will be refunded the sum of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 89C of the Acts of 1943, and Acts amendatory thereof. All taxes together with interest thereon accruing subsequent to the date of sale, must be paid to the Collector before a deed

IN EQUITY NO. A-903

can be delivered to the purchaser. After Dec. 20, 1955, a proceeding can be brought to foreclose all rights of redemption in the property. This Certificate will be void unless such a proceeding is brought within two years of the date of this Certificate.

Witness my hand and seal, this 20th day of December, 1954.

/S/ J. FRANK BAILEY (SEAL)
Collector.

Subscribed and sworn to before me this
17th of December, 1954.

/S/ J. R. DRURY, JR.

My Commission expires May 2, 1955

ORDER OF PUBLICATION FILED DEC. 18, 1956

SUBPOENA TO MAUDE C. P. COCKRILL, and all other persons having ar claiming to have any interest in the property hereinafter described - - ISSUED DEC. 19, 1956
SHERIFF'S RETURN FILED JAN. 21, 1957 Non est 1-2-57 Per H. S. Lancaster, Dep. Sheriff
SUBPOENA TO MAUD C. P. COCKRILL, and all other persons having or claiming to have any interest in the property hereinafter described - -REISSUED FEB. 15, 1957
SHERIFF'S RETURN FILED MAR. 1, 1957 Non est 2-28-57 Per H. S. Lancaster, Dep. Sheriff

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CERTIFICATE OF PUBLICATION ON ORDER NISI FILED MAR. 18, 1957 (Filed in No. A-900)
BILL OF ST. MARY'S BEACON FILED MAR. 18, 1957

DECREE
(Filed May 9, 1957)

The proceedings in the within case having been read and considered and the defendant having been served with process or notified by Order of Publication issued out of this Court on the 18th day of December, 1956, and no redemption having been made or answer filed by any party in interest;

It is thereupon, this 9th day of May, 1957, by the Circuit Court for St. Mary's County, ORDERED and DECREED, that the property herein described and sold by J. Frank Bailey, County Treasurer and Collector of taxes for St. Mary's County and the State of Maryland, to the above-named R. Legare Webb, on or about the 20th day of December, 1954, is the property of the said R. Legare Webb, and the same is hereby vested in the said R. Legare Webb, by an absolute and indefeasible title in fee simple, free and clear of all alienations and descents of the property (except taxes and other public liens accruing subsequent to the date of sale and public easements, if any, to which the property is subject), and free of all rights of whatsoever kind or character in the property of the defendants herein, or any of them, their heirs, devisees, personal representatives or assigns, to the end, intent and purpose that the deed (hereinafter mentioned) to be executed by the said County Treasurer and Collector of taxes, shall convey unto the said R. Legare Webb, a good and merchantable title in and to the said property (hereinafter described) in fee simple:

All those four lots of ground situate in the second election district of St. Mary's County, designated as lots Nos. 4, 5, 6 and 7 Block #1 on Plat #1 of Piney Point Shores, recorded among the land records of St. Mary's County in Liber J.M.M. #4, folio 372 &c.

And it is further ORDERED and DECREED that the County Treasurer and Collector of taxes shall execute a deed conveying to the said R. Legare Webb, a fee simple title to the property hereinbefore described and sold to the said R. Legare Webb, as hereinabove set forth, upon the payment to the said Collector of all taxes, interest and penalties thereon accruing subsequent to the date of sale.

/S/ PHILIP H. DORSEY, JR.
Judge.

WILLIAM V. JAMES COMPLAINANT	:	IN THE
	:	CIRCUIT COURT FOR
VS	:	
JOHN M. LAZAS, JR., VASHTI CARTER, GORDON W. AND RUTH M. WRAY, ALICE AND WILSON MARSHALL (AGNES M. HURRY, MORTGAGEE, ALMANY PRICE, MORTGAGEE) HOWARD AND LEOLA THOMAS, ROBERT H. TAYLOR, ARTHUR R. DEAL, JAMES E. AND CELESTE E. SMALLWOOD, AND MARY MILES, AND ALL PERSONS HAVING OR CLAIM- ING TO HAVE ANY INTEREST IN THE PROPERTY ASSESSED IN THE ST. MARY'S COUNTY, MARYLAND TAX COLLECTOR'S ASSESSMENT BOOKS, IN THE HEREINABOVE MENTIONED NAMES WHICH PROPERTY IS HEREINBELOW DESCRIBED DEFENDANTS	:	ST. MARY'S COUNTY, MARYLAND IN EQUITY NO. A-913

PETITION TO FORECLOSE RIGHTS OF REDEMPTION
(Filed Jan. 22, 1957)

To The Honorable, the Judge of said Court:

Your Orator, William V. James, by Oliver R. Guyther, his solicitor, complaining says:

1. That Francis G. Cecil, Treasurer of St. Mary's County, Maryland, and Collector of Taxes for the state of Maryland and St. Mary's County for the years 1955 and 1956 issued certificates of sale Dated December 19, 1955 to William V. James, for the sales at a public auction for the following sums of money, which sums were paid in cash by William V. James for the following described properties; as described in the St. Mary's County Tax Collector's Assessment Books as:

(a) Lots numbered Eight (8) and Nine (9) in Block No. 13 in a subdivision known as "Point Lookout as per plat recorded at Liber J.M.M. No. 5 Folio 341, in the First Election District of St. Mary's County, Md. assessed in the name of John M. Lazas, Jr. who did acquire title thereto by deed dated August 20, 1948 from Johanna O. Hara, widow, and recorded at Liber C.B.G. No. 23 Folio 481 among the land records of St. Mary's County, Md. That your Orator has been informed, and verily believes that at the time of said sale the said John M. Lazas, Jr. was the owner of the parcel of real estate hereinabove mentioned, having acquired fee simple title thereto as aforesaid. That the amount of money necessary for the redemption of said property is as follows:

Purchase Price, Including 1954 taxes interest and costs of advertising to December 19, 1955.
Interest on $9.56 from December 19, 1955
1955 taxes in amount of $4.83 plus interest from July 1, 1955
Clerk of Court costs including appearance fee of $11.50
1956 Taxes in the amount of $4.83 plus interest from July 1, 1956
Costs of Service of process by publication
Attorney's fee, $25.00

(b) Lot numbered Four (4) in Benedict Smith's aubdivision, section No. 1 on Smith's Creek as per plat of same recorded at Liber C.B.G. No. 18 Folio 137, in the First Election District of St. Mary's County, Maryland assessed in the name of James E. Smallwood and Celeste E. Smallwood, who did acquire title thereto by deed dated September 27, 1952 from Benedict E. Smith et ux and recorded at Liber C.B.G. No. 40 Folio 143 among the aforesaid land records. That your Orator has been informed and verily believes that at the time of said sale, the said James E. Smallwood and Celeste E. Smallwood, his wife, were the owners of the Parcel of real estate hereinabove mentioned, having acquired fee simple title thereto as aforesaid. That the amount of maney necessary for the redemption of said property is as follows:

Purchase Price including 1954 taxes, interest and costs of advertising to December 19, 1955, $7.87.
Interest on $7.87 from December 19, 1955
1955 taxes in amount of $3.22 plus interest from July 1, 1955
Clerk of Court costs including appearance fee of $11.50
1956 Taxes in amount of $4.03 plus interest from July 1, 1956
Costs of Service of process by publication,
Attorney's fees $25.00

(c) Lot and house which lot is bounded on the North by John Carter property, on the South by Joseph Johnson property, on the East by D. Carter property and on the West by Eva Shubrook property, in the First Election District of St. Mary's County, Maryland, assessed in the name of Vashti Carter, who did acquire title thereto by deed dated July 14, 1942 from First National Bank of St. Mary's and recorded at Liber C.B.G. No. 13 Folio 445 among the aforesaid land records. That your Orator has been informed, and verily believes that at the time of said sale the said Vashti Carter was the fee simple owner of the parcel of real estate hereinabove mentioned, having acquired fee simple title thereto as aforesaid. That the amount of money necessary for the redemption of said property is as follows:

Purchase Price, including 1954 taxes, interest and costs to December 19, 1955, $12.14
Interest on $12.14 from December 19, 1955
1955 taxes in the amount of $7.25 plus interest from July 1, 1955
Clerk of Court costs including appearance fee of $11.50
1956 Taxes in amount of $12.07 plus interest from July 1, 1956
Attorney's fees $25.00

(d) Lot numbered Six (6), Block A. Section One of subdivision known as St. Mary's Beach as per plat recorded at Liber C.B.G. No. 20 Folio 255, in the Sixth Election District of St. Mary's County, Maryland assessed in the name of Gordon W. and Ruth M. Wray, who did acquire title thereto by deed dated September 24, 1949 from N. C. Hines and Charlotte W. Hines and recorded at Liber C.B.G. No.23 Folio 502 among the aforesaid land records. That your Orator has been informed and verily believes that the owner at the time of the said sale was Gordon W.Wray and Ruth M. Wray were the fee simple owners of the parcel of real estate hereinabove mentioned, having acquired fee simple title thereto as aforesaid. That the amount of money necessary to redeem the said property is as follows:

Purchase Price, including 1954 taxes interest and costs of advertising to December 19, 1955, $8.72
Interest on $8.72 from December 19, 1955
1955 Taxes in amount of $4.03 from July 1, 1955
1956 taxes in amount of $4.03 from July 1, 1956

Clerk of Court costs including appearance fee of $11.50
Costs of Service of process of publication
Attorney's fees $25.00

(e) Farm containing two parcels of land approximately 76 acres, 28 acres in the Sixth Election District of St. Mary's County, Maryland, assessed in the name of Alice and Wilson Marshall, who did acquire title thereto at Liber C.B.G. No. 298 from Frances C. Price, by deed dated July 17, 1953 and recorded among aforesaid land records. Also by deed dated February 25, 1952 from John T. Price et ux. recorded at Liber C.B.G. No. 35 Folio 359 among the aforesaid land records. That your Orator has been informed and verily believes that the owner at the time of the said sale was Alice Marshall and Wilson Marshall were the fee simple owners of the parcel of real estate hereinabove mentioned, having acquired fee simple title thereto as aforesaid. That the amount of money necessary to redeem the said property is as follows:

Purchase Price including 1954 taxes, interest and costs of advertising to December 19, 1955 $48.62
Interest on $48.62 from December 19, 1955
1955 taxes in the amount of $53.65 plus interest from July 1, 1955
1956 Taxes in amount of $55.57 plus interest from July 1, 1956.
Clerk of Court costs plus appearance fee, $11.50
Costs of Service of process by publication
Attorney's fee $25.00

(f) Lot and house containing .86 acres known as part of "St. Richard's" Manor" and "Fairview" in the Eighth Election District of St. Mary's County, Maryland assessed in the name of Howard and Leola Thomas. Who did acquire title thereto by deed dated July 7, 1952 from Wm. F. Thomas et ux being recorded at Liber C.B.G. No. 38 Folio 46 among aforesaid land records. That your Orator has been informed, and verily believes that at the time of said sale the said Howard and Leola Thomas were the fee simple owners of the parcel of real estate hereinabove mentioned, having acquired fee simple title thereto as aforesaid. That the amount of money necessary for the redemption of said property is as follows:

Purchase Price including 1954 taxes, interest and costs of advertising to December 19, 1955.
Interest on $19.80 from December 19, 1955.
1955 taxes in amount of $14.65 plus interest from July 1, 1955.
1956 taxes in amount of $19.48 plus interest from July 1, 1956.
Clerk of Court Costs plus appearance fee, $11.50
Costs of Service of process by publication
Attorney's fees $25.00

(g) Lot containing .7614 acres known as part "The Neck Farm" in the Eighth Election District of St. Mary's County, Maryland, assessed in the name of Arthur R. Deal, who did acquire same by deed dated May 23, 1953 from Reah W. Sypher, widow and The First National Bank being recorded at Liber C.B.G. No. 44 Folio 271 among the aforesaid land records. That your Orator has been informed and verily believes that at the time of the said sale the said Arthur R. Deal was the fee simple owner of the parcel of real estate hereinabove mentioned, having acquired fee simple title thereto as aforesaid. That the amount of money necessary to redeem the said property is as follows:

Purchase Price including 1954 taxes, interest and costs of advertising to December 19, 1955
Interest on $14.59 from December 19, 1955
1955 taxes in amount of $9.66 plus interest from July 1, 1955
1956 taxes in amount of $9.66 plus interest, from July 1, 1956.
Clerk of Court Costs plus appearance fee $11.50
Costs of service of process by publication
Attorney's fee $25.00

(h) Lot and house containing 11.3 acres known as "Part of Hard Bargain" or "Ragged Lane" in the Second Election District of St. Mary's County, Maryland, assessed in the name of Robert H. Taylor, who did acquire title by deed dated August 16, 1927 from Annie L. Smith, said deed recorded at Liber J.M.M. No. 5 Folio 351 among aforesaid land records. That your Orator has been informed and verily believes that at the time of said sale the said Robert H. Taylor was the fee simple owner of the parcel of real estate hereinabove mentioned, having acquired fee simple title thereto as aforesaid. That the amount of money necessary to redeem the said property is as follows:

Purchase Price, including 1954 taxes, interest and costs of advertising to December 19, 1955 $15.00
Interest on $15.00 from December 19, 1955
1955 taxes in amount of $10.05 plus interest from July 1, 1955
1956 taxes in amount of $10.06 plus interest from July 1, 1956
Clerk of Court costs plus appearance fee $11.50
Costs of Service of process by publication $
Attorney's fee $25.00

(i) Farm containing approximately 116 acres of land in the Sixth Election District of St. Mary's County, Maryland assessed in the name of Mary Miles, who acquired title by deed dated August 27, 1923 from Stephen E. Price said deed recorded at Liber J.M.M. No. 2 Folio 2 and recorded among aforesaid land records. Said parcel having been conveyed to Stephen E. Price since above deed, and said Stephen E. Price Deed being dated August 27, 1923 and recorded at Liber J.M.M. No. 2 Folio 3 from said Mary J. Miles and recorded at aforesaid land records. Title to said parcel is now vested in Alice Marshall, and Wilson Marshall who acquired title by a deed dated February 25, 1952 the same being recorded among aforesaid land records at Liber C.B.G. No. 35 Folio 359. That your Orator has been informed and verily believes that at the time of the said sale the said Alice Marshall and Wilson Marshall were the fee simple owners, of the parcel of real estate hereinabove mentioned, having acquired title thereto as aforesaid (subject to two mortgages of record). That the amount of money necessary for the redemption of said property is as follows:

Purchase price including 1954 taxes interest and costs to December 19, 1955 $60.55
1955 taxes in amount of $42.24 plus interest from July 1, 1955
Clerk of Court costs including appearance fee $11.50
1956 Taxes in amount of $42.22 plus interest from July 1, 1956
Costs of Service of process by publication
Attorney's fee $25.00

2. That the hereinabove described properties have not been redeemed by any party in interest although more than one year and one day from the date of said sales has expired; the said certificates of sale of William V. James are filed herewith and are made a part hereof.

TO THE END THEREFORE:

1. That your Honor pass a final decree foreclosing all rights of redemption of the Defendants in and to the hereinabove described property.

11. That your Honors grant unto your Orator the writeof subpoena against the said Defendants and all persons having or claiming to have any interest in the hereinabove described property, requiring them to appear on or before the 27th day of March, 1957, in this Court to answer this bill of Complaint or redeem the said property; and failure to do so resulting in a final decree rendered foreclosing all rights of redemption in said property.

IN EQUITY NO. A-913

111. That your Honors grant unto your Orator an Order of Publication warning all persons having or claimint to have an interest in the property to answer the Bill of Complaint or to redeem the property on or before the 27th day of March, 1957, failure to do so resulting in a final decree being rendered foreclosing all rights of redemption in the said property.

AND AS IN DUTY BOUND, ETC.

/S/ OLIVER R.GUYTHER
Oliver R. Guyther,
Attorney for Complainant

ORDER OF PUBLICATION FILED JAN. 22, 1957

SUBPOENA WITH COPY OF PETITION ISSUED JAN. 25, 1957 TO JAMES E. AND CELESTE E. SMALLWOOD
SHERIFF'S RETURN - SERVED FEB. 1, 1957 PER H. S. LANCASTER , DEP. SHERIFF
SUBPOENA WITH COPY OF PETITION ISSUED JAN. 25, 1957 TO VASHTI CARTER
SHERIFF'S RETURN - MORTU - EST 2-1-57 PER H. S. LANCASTER , DEP. SHERIFF FILED FEB. 4, 1957
SUBPOENA WITH COPY OF PETITION ISSUED JAN. 25, 1957 TO ARTHUR R. DEAL
SHERIFF'S RETURN - NON EST 2-4-57 PER H. S. LANCASTER, DEP. SHERIFF FILED FEB. 4, 1957
SUBPOENA WITH COPY OF PETITION ISSUED JAN. 25, 1957 TO HOWARD AND LEOLA THOMAS
SHERIFF'S RETURN - SERVED THE WITHIN SUBPOENA BY READING TO AND LEAVING COPY OF SAME AND COPY OF BILL OF COMPLAINT WITH LEOLA THOMAS THIS 2nd DAY OF FEB. 1957 PER W. E. SANNER, DEP. SHERIFF
NON EST AS TO HOWARD THOMAS PER H. S. LANCASTER, DEP. SHERIFF FILED FEB. 4, 1957
SUBPOENA WITH COPY OF PETITION ISSUED JAN. 25, 1957 TO ROBERT H. TAYLOR
SHERIFF'S RETURN - SERVED THE WITHIN SUBPOENA BY READING TO AND LEAVING COPY OF SAME AND COPY OF BILL OF COMPLAINT WITH ROBERT H. TAYLOR THIS 2nd DAY OF FEB. 1957 PER W. E. SANNER, DEP. SHERIFF FILED FEB. 4, 1957
SUBPOENA WITH COPY OF PETITION ISSUED JAN. 25, 1957 TO GORDON W. WRAY AND RUTH M. WRAY
SHERIFF'S RETURN - EXECUTED IN FAIRFAX COUNTY, VIRGINIA, this 8 day of Feb., 1957 by serving a true copy of the within notice on Ruth M. Wray in person. Given under my hand this 8 day of Feb., 1957
JOHN E. TAYLOR, SHERIFF OF FAIRFAX COUNTY, VA. BY W. S. MOHLER, DEP. FILED FEB. 14, 1957
EXECUTED IN FAIRFAX COUNTY, VIRGINIA, this 8 day of Feb. 1957, by going to the usual place of abode of Gordon W. Wray and not finding him there, I delivered a true copy of the withing notice to Mr. Ruth M. Wray a member of the family over sixteen years of age and explained its purport thereof to her.
JOHN E. TAYLOR, SHERIFF OF FAIRFAX COUNTY, VA. BY W. S. MOHLER, DEPUTY. FILED FEB. 14, 1957.
SUBPOENA WITH COPY OF PETITION ISSUED JAN. 25, 1957 TO MARY MILES
SHERIFF'S RETURN - NON EST 1-30-57 SHERIFF MIEDZINSKI FILED APR. 16, 1957
SUBPOENA WITH COPY OF PETITION ISSUED JAN. 25, 1957 TO JOHN M. LAZAS
SHERIFF'S RETURN - UNEXECUTED PAPERS RETURNED AS LAZAS COULD NOT BE FOUND AT SAID ADDRESS DATED 6-21-57

PLEASE ENTER THE ABOVE ENTITLED CASE SETTLED, SATISFIED AND OFF, AS TO THE FOLLOWING DEFENDANTS:
GORDON W. AND RUTH M. WRAY, HOWARD AND LEOLA THOMAS, AND JAMES E. AND CELESTE E. SMALLWOOD.
FILED MAR. 7, 1957

/S/ OLIVER R. GUYTHER, ATTORNEY FOR COMPLAINANT
Oliver R. Guyther

SUBPOENA WITH COPY OF PETITION ISSUED JAN. 25, 1957 TO ALICE MARSHALL AND WILSON MARSHALL
SHERIFF'S RETURN - SERVED BOTH 1/30/57 ROBERT MIEDZINSKI, SHERIFF FILED APR. 16, 1957

PLEASE ENTER THE ABOVE ENTITLED CASE SETTLED, SATISFIED AND OFF, AS TO THE FOLLOWING DEFENDANTS.
ALICE AND WILSON MARSHALL (AGNES M. HURRY MORTGAGEE, ALMANY PRICE, MORTGAGEE) AND MARY MILES

/S/ OLIVER R. GUYTHER
Oliver R. Guyther, Attorney for Complainant

CERTIFICATE OF PUBLICATION FILED JUN. 18, 1957
BILL OF ST. MARY'S BEACON FILED JUN. 18, 1957

DECREE
(Filed Jun. 18, 1957)

William V. James
Plaintiff

vs

John M. Lazas, Jr. Vashti Carter,
Robert H. Taylor and Arthur R. Deal
and all persons having or claiming
to have any interest in the property
assessed in the St. Mary's County Maryland
Tax Collector's Assessment Books, in the
hereinbelow mentioned names which property
is hereinbelow described
Defendants

To The Honorable, the Judge of said Court:

The above cause standing ready for hearing and having been submitted, the Bill of Complaint, Order of Publication and all other papers in the proceedings were carefully read and considered and as it appears that the Plaintiff is entitled to a Decree in the premises against John M. Lazas, Jr., Vashti Carter, Robert H. Taylor and Arthur R. Deal, and all persons having or claiming to have any interest in the property assessed in the St. Mary's County, Maryland tax collector's assessment books, in the hereinabove mentioned names which property is hereinbelow described.
It is thereupon this 18th day of June, 1957, by the Circuit Court for St. Mary's County, Maryland, in Equity, Adjudged, Ordered and Decreed that the rights of Redemption by John M. Lazas, Jr., Vashti Carter, Robert H. Taylor and Arthur R. Deal, and all persons having or claiming to have any interest in the property assessed in the St. Mary's County, Maryland tax collector's assessment books in the hereinabove mentioned names which property is hereinbelow described, and sold for taxes as alleged in the Bill of Complaint are hereby declared to be vested free and clear of all encumbrances in the said William V. James. And it is further ordered that the Collector upon service of a certified copy of this decree upon him, shall execute a deed conveying the said property to William V. James. And it is further ordered that the Plaintiff William V. James shall pay the costs of these proceedings.

/S/ PHILIP H. DORSEY,
Philip H. Dorsey, Judge

RULE TO SHOW CAUSE WHY CASE SHOULD NOT BE DISMISSED FILED 9/25/63
CLOSED - Costs due.

LORENZO DOW CROUSE, EASTON, MARYLAND, PLAINTIFF	:	IN THE CIRCUIT COURT
VS	:	FOR ST. MARY'S COUNTY, MARYLAND
AMELIA C. WOODSOME, INDIAN HEAD, MD., RACHEL S. MARTIN, HYATTSVILLE, MD., ELEANOR E. BOND, ALEXANDRIA, VA. SAMUEL M. LACEY, ALEXANDRIA, VA. AND MATTHEW T. LACEY, SWOAPE, VA., DEFENDANTS.	:	IN EQUITY NO. A-926

BILL OF COMPLAINT FOR PARTITION
(Filed Feb. 18, 1957)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATOR, COMPLAINING, SAYS:

1. That Rena Elizabeth Crouse, late of St. Mary's County, Md., deceased, was in her lifetime, and at the time of her death, seized and possessed in fee simple of the following described real estate, in St. Mary's County, described as follows:

(1) All that lot of land, in the 5th Election District of St. Mary's County, Md., particularly described in a Deed dated Nov. 11, 1931, duly recorded at Liber J.M.M. No. 7 , Folio 427, Land Records St. Mary's County, from Mary L. Adams, et. al., to Rena E. Baker, a certified copy of the record of said Deed being herewith filed as a part hereof, marked "Plaintiffs Exhibit A";

(2) All that lot of land, in the 5th. Election District of St. Mary's County, Md., particularly described in a Deed dated April 14th., 1936, duly recorded at Liber J.M.M. No. 9, Folio 432, Land Records of St. Mary's County, Md., from Mary L. Adams, et. al., to Rena E. Baker, a certified copy of the record of said Deed being herewith filed as a part hereof, marked "Plaintiffs Exhibit B".

(3) All those lots, tracts or parts of lots tracts or parcels of land, located in the Village of Mechanicsville, Fifth Election District of St. Mary's County, Maryland, particularly described in Deed dated May 22nd., 1923 from Benj. Millison and wife to Rena E. Lacey Allen, recorded at Liber J.M.M. No. 1, Folio 425, of said Land Records,

SUBTRACTING THEREFROM HOWEVER, the one acre lot described in a deed dated Dec. 4th, 1929, from said Rena E. Lacy Allen to Benj. Millison, duly recorded among the said Land Records at Liber J.M.M. No. 6, Folio 477; certified copies of these two mentioned deeds being herewith filed as a part hereof, marked "Plaintiffs Exhibits B one and B two"

SECOND: That the said Rena Elizabeth Crouse, being the same as the said Rena E. Baker, departed this life, so seized and possessed of the said real estate, and by her Last Will and testament, dated July 9, 1956, probated in said County Nov. 8, 1956, recorded at Wills Liber RGC No. 2, Folio 357, devised the said real estate unto her children, the named Defendants, being Amelia C. Woodsome, of Indian Head, Chas. County, Md., Rachel S. Martin, of Hyattsville, Prince Georges County, Md., Eleanor E. Bond, of Alexandria, Va., Samuel M. Lacey, of Alexandria, Va., and Matthew T. Lacey, of Swoape, Va., all being Adults, and named as Defendants in this case, and said Defendants are entitled to equal shares, under the Will, a Certified Copy of which Will is filed herewith as a part hereof, marked "Plaintiffs Exhibit C", subject to the Plaintiff's interest, hereinafter set forth.

THIRD: That the said Plaintiff, being the surviving widower of the said deceased, on December 15th., 1956, duly renounced any claim under said Will and elected to take his legal share of the real and personal estate of the said deceased's property, mentioned heretofore in this Bill of Complaint; a certified copy of the said Renunciation being herewith filed as a part hereof, marked "Plaintiffs Exhibit "D".

FOURTH: That the said real estate is not susceptible of partition without material loss and injury to the parties entitled, to interests therein, as above stated, and that, in order to make division of said interests it will be necessary that the said real estate be sold, and the proceeds thereof be divided among the said parties, according to their several interests.

TO THE END THEREFORE:

1. That a Decree may be passed for the sale of the said real estate.

2. That the proceeds of the said sale may be distributed between your orator and the other heirs at law as aforesaid of the said Rena Elizabeth Crouse, late of St. Mary's County, deceased, heretofore named and referred to, according to their respective rights and interests.

3. That your orator may have such other and further relief as their cause may require.

Copy to John H. T. Briscoe, Esq., same day, in person.

/S/ PAUL J. BAILEY

And as in duty bound, etc.;

/S/ PAUL J. BAILEY
Paul J. Bailey,

Attorney for the Plaintiff.
Leonardtown, Md.
Phone Gr. 5-7011

Dated this February 18, 1957.

COMPLAINANT'S EXHIBIT A -DEED (REFERENCE LIBER J.M.M. NO. 7, FOLIO 427)FILED FEB. 21, 1957
COMPLAINANT'S EXHIBIT B -DEED (REFERENCE LIBER J.M.M. NO. 9, FOLIO 432)FILED FEB. 21, 1957
COMPLAINANT'S EXHIBIT B1-DEED (REFERENCE LIBER J.M.M. NO. 1, FOLIO 425)FILED FEB. 21, 1957
COMPLAINANT'S EXHIBIT B2-DEED (REFERENCE LIBER J.M.M. NO. 6, FOLIO 477)FILED FEB. 21, 1957
COMPLAINANT'S EXHIBIT C -LAST WILL AND TESTAMENT WILLS RECORD LIBER R.G.C. # 2, FOLIO 357,FILED FEB.21,1957
COMPLAINANT'S EXHIBIT D -RENUNCIATION WILLS RECORD LIBER R.G.C. # 2, FOLIO 360 FILED FEB. 21, 1957

ANSWER OF DEFENDANT, SAMUEL LACEY
(Filed Apr. 16, 1957)

To the Honorable the Judges of said Court:

The defendant, Samuel Lacey, hereby admits the allegations of the bill of complaint heretofore filed

IN EQUITY NO. A-926

in this case and consents to the passage of a decree for the sale of the real estate of which the late Rena E. Lacey Crouse died seized and possessed, as prayed in said bill of complaint.

Respectfully submitted,

/S/ SAMUEL M. LACEY
Defendant.

/S/ JOHN H. T. BRISCOE
Solicitor for said Defendant.

Copy of service admitted
Paul J. Bailey, Atty.
Apr. 13, 1957

SUBPOENA WITH COPY OF BILL OF COMPLAINT ISSUED MAY 2, 1957 TO AMELIA C. WOODSOME
SHERIFF'S RETURN - SUMMONED AMELIA C. WOODSOME, INDIAN HEAD, MARYLAND, BY READING THE WITHIN SUBPOENA AND BILL OF COMPLAINT TO HER AND LEAVING A COPY OF SUBPOENA AND BILL OF COMPLAINT WITH THE SAID AMELIA C. WOODSOME ON THE 6th DAY OF MAY, 1957. AVARY C. MONROE, SHERIFF, BY R. P. COOKSEY, DEPUTY.
FILED MAY 8, 1957.

CERTIFICATE OF SERVICE ON ORDER OF PUBLICATION FILED MAY 8, 1957 SERVED UPON ELEANOR E. BOND ON MAY 3, 1957 - BY IRVING C. MUMFORD DEPUTY SERGEANT OF ALEXANDRIA, VA.

SUBPOENA WITH COPY OF BILL OF COMPLAINT ISSUED MAY 2, 1957 TO RACHEL S. MARTIN
SHERIFF'S RETURN - SUMMONED RACHEL S. MARTIN AND LEFT COPY OF SUBPOENA AND BILL OF COMPLAINT WITH HER THIS 7th DAY OF MAY, 1957. - SHERIFF J. LEE BALL, BY A. L. SNYDER, DEP. SHERIFF PRINCE GEORGE'S CO.
FILED MAY 17, 1957.

ANSWER
(Filed May 21, 1957)

The Defendant, Amelia C. Woodsome, by Loker, Wigginton and Loker, her Attorneys, in Answer to the allegations in the Bill of Complaint heretofore filed against her in the above entitled cause, respectfully states:

1. This Defendant admits all of the allegations contained in the Bill of Complaint, and further answering the same, states that since the filing of the said Bill of Complaint, she has obtained a conveyance of all of the right, title and interest of the said Matthew T. Lacey and wife to the property mentioned and described in the said Bill of Complaint, and is now, therefore, the owner of their said interest, all of which will appear by reference to a Deed from Matthew T. Lacey, et ux., to Amelia C. Woodsome dated May 20, 1957 and recorded among the Land Records of St. Mary's County, Maryland in Liber C.B.G. No. 69, Folio 106.

LOKER, WIGGINTON AND LOKER

BY WM. ALECK LOKER
Wm. Aleck Loker
Attorneys for Defendant
Court House Drive
Leonardtown, Maryland Phone: Gr. 5-2631

This is to certify that a copy of the above Answer was mailed to Paul J. Bailey, Esquire, Leonardtown, Maryland, Attorney for Plaintiff, on this 21st day of May, 1957.

LOKER, WIGGINTON AND LOKER

BY WM. ALECK LOKER
Wm. Aleck Loker
Attorneys for Defendant

ANSWER
(FILED May 21, 1957)

The Defendant, Rachel S. Martin, by Loker, Wigginton and Loker, her Attorneys, in Answer to the allegations in the Bill of Complaint heretofore filed against her in the above entitled cause, respectfully states:

1. This Defendant admits each and every allegation contained in the Bill of Complaint.

LOKER, WIGGINTON AND LOKER

BY WM. ALECK LOKER
Wm. Aleck Loker
Attorneys for Defendant
Court House Drive
Leonardtown, Maryland Phone: Gr. 5-2631

This is to certify that a copy of the above Answer was mailed to Paul J. Bailey, Esquire, Leonardtown, Maryland, Attorney for Plaintiff, on this 21st day of May, 1957.

LOKER, WIGGINTON AND LOKER

BY WM. ALECK LOKER
Wm. Aleck Loker
Attorneys for Defendant

ANSWER
(FILED May 21, 1957)

The Defendant, Eleanor E. Bond, by Loker, Wigginton and Loker, her Attorneys, in Answer to the allegations in the Bill of Complaint heretofore filed against her in the above entitled cause, respectfully states:

1. This Defendant admits each and every allegation contained in the Bill of Complaint.

LOKER, WIGGINTON AND LOKER

BY /S/ WM. ALECK LOKER
Wm. Aleck Loker
Attorneys for Defendant
Phone:Gr.5-2631 Court House Drive,Leonardtown,Md.

IN EQUITY NO. A-926

This is to certify that a copy of the above Answer was mailed to Paul J. Bailey, Esquire, Leonardtown Maryland, Attorney for Plaintiff, on this 21st day of May, 1957.

LOKER, WIGGINTON AND LOKER

BY /s/ WM. ALECK LOKER
Wm. Aleck Loker
Attorneys for Defendant

DECREE
(FILED July 1, 1957)

The above cause standing ready for hearing and being submitted on bill and answers, the proceedings were carefully considered.

It is thereupon, this 1st day of July, 1957 by the Circuit Court for St. Mary's County, Maryland in Equity, Adjudged, Ordered and Decreed, that the land and premises mentioned and described in these proceedings, being; 1. All that lot of land in the 5th Election District of St. Mary's County, Md., particularly described in a deed dated November 11, 1931, duly recorded at Liber J.M.M. No. 7, Folio 427, one of the land records of St. Mary's County, Md., from Mary L. Adams, et al., to Rena E. Baker. (2) All that lot of land in the 5th Election District of St. Mary's County, Md., particularly described in a deed dated April 14th., 1936, duly recorded at Liber J.M.M. No. 9, Folio 432, one of the land records of St. Mary's County, Md., from Mary L. Adams et al to Rena E. Baker. (3) All these lots, tracts or parts of lots, tracts or parcels of land, located in the village of Mechanicsville, 5th. Election District of St. Mary's County, Maryland, particularly described in deed dated May 22nd., 1923 from Benjamin Millison and wife to Rena E. Lacy Allen, recorded at Liber J.M.M. No. 1, Folio 425 of said land records, subtracting therefrom however, the one acre lot described in deed dated December 4th., 1929 from Rena E. Lacy Allen to Benjamin Millison duly recorded among the said land records at Liber J.M.M. No. 6, Folio 477.

Being all the home property of the said Rena E. Crouse and mentioned in her Last Will and Testament dated July 9th., 1956 recorded at Wills Liber R.G.C. No. 2, Folio 357 in the Register of Wills office at Leonardtown, Md., be sold; and that Paul J. Bailey, John H. T. Briscoe and William Aleck Loker be and they are hereby appointed trustees to make said sale, and that the course and manner of their proceedings shall be as follows; They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a surety or sureties to be approved by this Court in the penalty of $15,000.00 condition for the faithful performance of the trust reposed in them by this Decree or to be reposed in them by any future Decree or Order in the premises; that they shall then proceed to make the said sale having given at least three successive weeks notice by advertisement inserted in such newspaper or newspapers published in St. Mary's County, Maryland as they shall think proper, of the time, place, manner and terms of sale, which shall be by public auction at the Court House at Leonardtown, Maryland; the terms of sale being cash with a deposit of $1,000.00 at the time and place of sale and the balance of the purchase price upon final ratification of the sale, and as soon as may be convenient after such sale or sales, the said trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof, and of the fairness of said sale and on obtaining the Court's ratification of the sale and on the payment of the whole purchase price the said trustees shall by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his,her or their heirs the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, and those claiming by, from or under them or either of them. And the said trustees shall being into this Court the money arising from said sale to be distributed under the direction of this Court and in accordance with the opinion filed herein and after deducting the costs of this suit and such commission to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidality wherewith they shall appear to have discharged their trust.

/S/ PHILIP H. DORSEY, JR.
Judge

PETITION FOR RETURN OF PROPERTY
(FILED JULY 12, 1957)

To The Honorable Judges of Said Court:

Your Petitioner, Lorenzo Dow Crouse being the widower and party to this suit respectfully represents unto your Honor:

Since the death of Rena E. Crouse and up and to the filing of this petition the following articles along with most of the personalty of the deceased have been, according to the admissions of various defendants in this case, removed from the premises described in these proceedings, at Mechanicsville, Md., said removal having been accomplished by certain of the said defendants;

The ornaments from the gateposts; gasstove attached to the kitchen; metal cabinets over the sink; stainless steel from the wall over the sink; cabinets, glass doors, and shelves from the walls in the pantry; ceiling lights; shrubbery from the yard.

Where upon your Petitioner prays this Honorable Court pass an Order commanding all parties to this cause to immediately return to their proper situations all fixtures of the said real-estate, which is now being advertised for public sale, and to reinstall same and repair all damages caused by the removal thereof.

Respectfully submitted.

/S/ LORENZO D. CROUSE
Lorenzo Dow Crouse

/S/ PAUL J. BAILEY
Paul J. Bailey, Trustee

CERTIFICATE OF PUBLICATION ON NOTICE OF SALE FILED JULY 25, 1957
BILL OF ST. MARY'S BEACON FILED JULY 25, 1957
BOND (THE FIDELITY AND CASUALTY COMPANY OF NEW YORK) FILED JULY 26, 1957 AND APPROVED

IN EQUITY NO. A-926

AUCTIONEER'S REPORT OF SALE
(FILED JULY 29, 1957)

Your Trustees and Auctioneer, J. Gerald Abell, respectfully represent unto Your Honors:

That they attended at the Court House Door pursuant to the Advertisement published in this case, and offered the property so advertised at Public Auction, and that the highest bid received therefor was that of J. O. Rainey, for $10,600.00, whereupon the said Trustees did withdraw the said property from said Public Auction, deeming said offer insufficient in amount.

Respectfully submitted:

/S/ WM. ALECK LOKER

/S/ PAUL J. BAILEY

/S/ JOHN H. T. BRISCOE
TRUSTEES

/S/ J. GERALD ABELL
Auctioneer

Sworn and subscribed this 27th. day of July, 1957, before me Clerk of the Circuit Court for St. Mary's County, Md.

/S/ C. BENEDICT GREENWELL
CLERK

REPORT OF SALE
(FILED JUL 8, 1958)

To The Honorable, the Judges of said Court:

The Report of John H. T. Briscoe, Wm. Aleck Loker, and Paul J. Bailey, Trustees, by virtue of the authority vested in them in the above entitled case, respectfully shows:

That after giving bond for the faithful performance of the trust reposed in them, and after having complied with all of the other prerequisites as required of them, by law and of the said Decree, and giving notice of the time, place, manner and terms of sale, advertised in the St. Mary's Beacon, a newspaper published in St. Mary's County, Maryland for at least three successive weeks before the day of the sale, they did, pursuant to said notice, attend at the Court House door in Leonardtown, St. Mary's County, Maryland, and then and there proceeded to offer for sale in the manner as advertised, the real estate, the subject of these proceedings, but did not sell the same, as the highest offer received was in the sum of $10,600.00, and was considered by the Trustees to be inadequate. Thereafter, your Trustees endeavored to negotiate a private sale, and on the 24th day of June, 1958, entered into a contract of sale with Oliver R. Guyther, by the terms of which they agreed to sell the said real estate to him at and for the sum of $11,000.00 net, as will appear by reference to copy of the contract of sale filed herewith. Your trustees believe that the price mentioned in the said contract of sale is the best offer that they can obtain, and they verily believe that it represents the present fair market value of the said property. They therefore submit this contract to this Honorable Court for ratification in the usual course.

Respectfully submitted,

/S/ JOHN H. T. BRISCOE
John H. T. Briscoe

/S/ WM. ALECK LOKER
Wm. Aleck Loker

/S/ PAUL J. BAILEY
Paul J. Bailey
Trustees

STATE OF MARYLAND, COUNTY OF ST. MARY'S, to wit:

I Hereby Certify that on this 8th day of July, in the year 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally John H. T. Briscoe, Wm. Aleck Loker and Paul J. Bailey, Trustees, and they made oath in due form of law that the matters and facts set forth hereinabove are true to the best of their knowledge and belief.

As Witness, my hand and Notarial Seal.

/S/ JEAN S. JAGER
Notary Public

AGREEMENT OF SALE
(FILED JUL 8, 1958)

THIS AGREEMENT OF SALE, made this 24th day of June nineteen hundred and fifty-eight, between Paul J. Bailey, John H. T. Briscoe, and Wm. Aleck Loker, Trustees, Sellers and Oliver R. Guyther, Buyer

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in the Fifth Election District of St. Mary's County, Maryland, containing 10.23 acres, as per survey of Geo. W. Joy, Jr., Registered land surveyor, said property being known as Rene E. Crouse property, in Mechanicsville, Maryland, together with all of the improvements thereon.at and for the price of Eleven thousand five hundred Dollars ($11,500.00) of which Five hundred Dollars ($500.00) have been paid prior to the signing hereof, and the balance to be paid as follows: the sum of $11,000.00 to be paid at settlement, which settlement shall be within 120 days from the date of these presents. It is further agreed by the parties hereto that the Buyer shall have immediate possession of the premises. It is further agreed by the parties hereto that Beacon Realty Company shall be paid a $500.00 commission by the Sellers for this sale. It is furthur agreed that in case of default by the Buyer on this contract, the hereinabove mentioned $500.00 down payment shall be paid to said Realty Co; the Trustees may forfeit deposit as liquidated damages or sue for specific performance of the contract, in their discretion.

It is further agreed that the personalty located on said premises shall be removed within sixty days from the date of these presents by the Sellers or their representatives, if not removed then the Buyer may remove same. It is further agreed that this contract is subject to the approval of the Circuit Court of St. Mary's County, Maryland.

And upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.
It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.
This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

WITNESS in duplicate the hands and seals of the parties hereto the day and year first above written.

/S/ JEANNETTE C. DAKIS Witness-as to seller's signature	Paul J. Bailey	/S/ PAUL J. BAILEY Seller's Signature	(SEAL)
/S/ JEANNETTE C. DAKIS Witness-as to seller's signature	John H. T. Briscoe	/S/ JOHN H. T. BRISCOE Seller's Signature	(SEAL)
/S/ JEANNETTE C. DAKIS Witness-as to seller's signature	Wm. Aleck Loker	/S/ WM. ALECK LOKER Seller's Signature	(SEAL)
/S/ JEANNETTE C. DAKIS Witness-as to buyer's signature	Oliver R. Guyther	/S/ OLIVER R. GUYTHER Buyer's Signature	(SEAL)

July 3, 1958

FOR VALUE RECEIVED, THE undersigned, does hereby bargain and sell all of their right, title and interest in and to the within and aforegoing Contract of Sale unto Thomas E. Wagner and Betty Holloway Wagner, his wife.
AS Witness the hands and seals of Oliver R. Guyther and Betty M. Guyther, this third day of July, 1958:

Test as to both:

/S/ JEANNETTE C. DAKIS

/S/ OLIVER R. GUYTHER (SEAL)
OLIVER R. GUYTHER

/S/ BETTY M. GUYTHER (SEAL)
BETTY M. GUYTHER

ORDER NISI ON REPORT OF SALE
(FILED JUL 8, 1958)

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 8th day of July, 1958, that the private sale made and reported in the above entitled case be ratified and confirmed unless cause to the contrary thereof be shown on or before the 4th day of August, 1958, provided a copy of this Order be published in some newspaper published in St. Mary's County, Maryland, once a week in each of three successive weeks prior to the 4th day of August, 1958. The Report states that the property was sold to Oliver R. Guyther for the sum of $11,000.00.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk
Circuit Court for St. Mary's County,
Maryland

INVOICE DATED JULY26, 1957 from R. Bascom Broun, Jr., Agent - All Types of Insurance, Leonardtown, Md. to Paul J. Bailey, John H. T. Briscoe, Wm. Aleck Loker, Leonardtown, Maryland-Expiration 7/26/58 Bond No. S1169888 Company F.&C.,Obligee: Circuit Court of St. Mary's Co., Md. - Trustees to Sell Real Estate, Premium due $60.00 FILED DEC. 1, 1958
INVOICE DATED JULY 11, 1958 from R. Bascom Broun, Jr. Agent, Leonardtown, Md. to Paul J. Bailey, John H. T. Briscoe, Wm. Aleck Loker, Leonardtown, Maryland-Expiration 7/26/59 S1169888 F.&C. Amt. $15,000, Premium due $60.00 FILED DEC 1, 1958
Bill from Geo. W. Joy, Jr., Surveyor, Leonardtown, Maryland, July 16, 1957 to survey of property at Mechanicsville, Md. $50.00 FILED DEC 1, 1958
CERTIFICATE OF PUBLICATION FILED DEC. 1, 1958

ORDER OF RATIFICATION OF SALE
(FILED

Ordered by the Circuit Court for St. Mary's County, Maryland, in Equity, this 7th day of August, 1958, that the sale of the property in the above proceedings mentioned, made and reported by John H. T. Briscoe, Wm. Aleck Loker, and Paul J. Bailey, Trustees, be ratified and confirmed, no cause to the contrary thereof having been shown although due notice appears to have been given as by reference to the certificate of publication of the Order Nisi filed herein will more fully appear, and it is further Ordered that these proceedings be referred to Joseph A. Mattingly,Auditor of this Court for the purpose of stating an audit therein.

/S/ PHILIP H. DORSEY, JR.
Judge

IN EQUITY NO. A-926

AUDITOR'S REPORT
(FILED JAN 27, 1959)

Paul J. Bailey, John H. T. Briscoe, and Wm. Aleck Loker, Trustees:

In Account with the proceeds from the sale of the property sold by them under decree in the above entitled cause:

To proceeds of sale	$11,000.00	
To deposit on prior agreement of sale, not consummated	500.00	
Total:	$11,500.00	
By costs and expenses, as follows:		
Documentary stamps on deed,		$ 12.65
C.B. Greenwell, Clerk, his costs,		27.50
C.B. Greenwell, Clerk, copies of exhibits,		8.00
Sheriffs Charles and Prince Georges County, Summons,		5.00
Paul J. Bailey, Attorney for Plaintiff,		30.00
John H. T. Briscoe, Attorney for Defendant,		10.00
Wm. Aleck Loker, Attorney for Defendant,		10.00
St. Mary's Beacon, Publication of Notice of Sale, $57.00, and two orders nisi, at $10.00 each, $20.00,		77.00
R. Baseom Broun, Jr., Premium on Trustee's Bond,		120.00
J. Gerald Abell, Auctioneer's fee,		10.00
F. G. Cecil, County Treasurer, 1957 taxes,		85.67
F. G. Cecil, County Treasurer, apportionment 1958 taxes,		47.08
Paul J. Bailey, John H. T. Briscoe, and Wm. Aleck Loker, Trustees, Commission on sale 6% on $11,500.00,		690.00
Joseph A. Mattingly, Special Auditor, his fee,		18.00
Rosalie G. Clarke, Register of Wills, cost of exhibits,		9.00
George W. Joy, Jr., Surveying,		50.00
Amelia C. Woodsome, amount paid for Fire Insurance, to James Waring & Son,		31.98
Rosalie G. Clarke, Register of Wills, inheritance tax on real estate, 1% of $10,000.00, appraised valuation,		100.00
Amelia C. Woodsome, balance on funeral expenses,		181.97
Total payments and expenses as above,		$ 1,523.85
Balance distributable;		$ 9,976.15
	$11,500.00	$11,500.00
Lorenzo Dow Crouse, widower, 1/3		3,325.38
J. O. Rainey and Lucille Rainey, legacy, $250.00 less 7½% inheritance tax $18.75,		231.25
Rosalie G. Clarke, Register of Wills, tax as above,		18.75
Donald Lacey, Grandson, legacy, $100.00,		100.00
Ronald Lacey, Grandson, legacy, $100.00,		100.00
John H. T. Briscoe, legacy, $150.00,		150.00
Dr. J. Roy Guyther, legacy, $250.00, less 7½% inheritance tax, $18.75,		231.25
Rosalie G. Clarke, Register of Wills, tax as above,		18.75
Teresa Raley, legacy, $50.00,		50.00
Immaculate Conception Roman Catholic Church, legacy, $50.00		50.00
Amelia C. Woodsome, daughter, her share and that of Matthew T. Lacey, son, 2/5 of balance,		2,280.30
Rachel S. Martin, daughter, 1/5 of balance,		1,140.15
Eleanor Bond, daughter, 1/5 of balance,		1,140.16
Samuel M. Lacey, son, 1/5 of balance,		1,140.16
Totals:	$ 9,976.15	$ 9,976.15

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR AUDITOR begs leave to report that in the above-entitled cause, after charging the Trustees with the proceeds of the said sale as per their report, he has allowed costs, expenses and taxes as per vouchers filed in the cause. He then distributed the balance to the heirs at law of Rena E. Crouse, as set forth in the Bill of Complaint, filed herein, according to their legal interests, after deducting legacies as set forth in will of the said Rena E. Crouse.

Respectfully submitted,

/S/ JOS. A. MATTINGLY
Joseph A. Mattingly, Special Auditor.

ORDER NISI ON AUDITOR'S REPORT
(FILED JAN 27, 1959)

ORDERED BY THE CIRCUIT COURT FOR ST. MARY'S COUNTY, MARYLAND, this 26th day of January, in the year 1959, that the report of the Auditor made, stated and filed in the above entitled case be finally ratified and confirmed unless cause to the contrary thereof be shown on or before the third Monday in February, 1959, provided a copy of this ORDER NISI be printed and published in some newspaper published in St. Mary's County, Maryland, once in each of three successive weeks prior to said third Monday in February, 1959.

/S/ C. BENEDICT GREENWELL
C. Benedict Greenwell, Clerk of the Circuit Court.

IN EQUITY NO. A-926

CERTIFICATE OF PUBLICATION ON ORDER NISI ON AUDITOR'S REPORT FILED FEB 18, 1959
BILL OF ST. MARY'S BEACON OF $10.00 FILED FEB 18, 1959

FINAL RATIFICATION OF AUDITOR'S REPORT
(FILED FEB 18, 1959)

ORDERED by the Circuit Court for St. Mary's County, Maryland, In Equity, this 18th day of February, 1959, that the Report of the Auditor, made and filed in the above entitled case on Jan. 27th, 1959, be finally ratified and confirmed, no cause to the contrary thereof having been shown, although Notice as required by law has been given, as appears from the Certificate of the Publication of the Copy of the Order Nisi upon said Report hereto attached and to be filed with this Order.

/S/ PHILIP H. DORSEY, JR.
JUDGE

CANCELLED CHECKS FILED NOV 25, 1959 Costs paid.
CANCELLED CHECKS FILED JUNE 1, 1960