

In the matter of the sale of
the mortgaged real estate of
Jno. E. & Margaret R. Bull.

No. 2731 Equity
In the Circuit Court for
Anne Arundel County.

Original Mortgage Filed 10th July 1905.

This mortgage Made this Eighth day of July in the year Nineteen Hundred and three by John E. and Margaret R. Bull, his wife, of Anne Arundel County, in the State of Maryland, of the first part, and William H. Baldwin Trustee of Sophronia Jane Baldwin, party of the second part, Witnesseth; Whereas the parties of the first part have this day received by way of loan from the party of the second part an advance in the sum of Nine Hundred and fifty dollars, for the payment whereof five years after date the said John E. Bull and Margaret R. Bull, have passed to the said William H. Baldwin, Trustee for Sophronia Jane Baldwin, their joint promissory note for even date herewith, as also their ten other joint promissory notes each for the sum of twenty-eight dollars and fifty cents, being for the semi-annually interest on said principal sum.

And whereas the execution of these presents was a condition precedent to said loan.

Now this Mortgage witnesseth, that in consideration of the premises, and of the sum of one dollar, the parties of the first part have bargained and sold, and by these presents do grant and convey unto William H. Baldwin, Trustee for Sophronia Jane Baldwin, his successors and assigns, in fee simple, the following property,

All that tract of land situate in the Eighth Election District of Anne Arundel County, on Chesapeake Bay and West River, consisting of 73 acres 3 roods 31 perches of land, being lots Nos. 1, 2, 3, 4, 7, 8, 9, and 10 as laid down on a plat thereof, filed in No. 2055 1/2 Equity Trust Estate of John R. Lee and which is described on the surveyors certificate accompanying said Plat being conveyed to the said John E. Bull by William T. Leatherbury and wife by deed dated the Seventh Day of July 1903, and intended to be recorded hereto.

Together with the buildings and improvements thereon and all the rights roads, ways, waters, privileges, and appurtenances thereto belonging or in anywise appertaining

To Have and To Hold the above described property unto and to the proper use and benefit of said William H. Baldwin Trustee for Sophronia Jane Baldwin his successors, and assigns forever.

The parties of the first part do hereby covenant and agree with the party of the second part that the parties of the first part will do and perform as follows, during the existence of this mortgage;

(A.) To pay all taxes, assessments, public dues and charges of every kind levied or assessed or to be levied or assessed on the property hereby mortgaged, and on the mortgage debt intended to be secured hereby.

() To pay the interest on the mortgage debt hereby secured promptly, according to the tenor of the aforesaid promissory notes, and the mortgaged debt secured hereby when due.

(C) To insure and to keep insured in some Fire Insurance Company satisfactory to the Mortgagee, his successors or assigns the buildings on the property hereby conveyed, and to cause said policy to be so framed, or endorsed as in case of fire to insure to the benefit of the said Mortgagee to the extent of the lien or claim hereunder.

(D) To keep the improvements on the land hereby conveyed in good repair, committing no waste and suffering none to be committed.

(E) To open an account within ninety days from the date of these presents with the Annapolis Savings Institution in the name of John E. Bull, use of William H. Baldwin Trustee and to deposit

to the credit of said account at least the sum of One Hundred Dollars (\$100) annually the said deposit to be applied toward the liquidation of the mortgage debt hereby secured when due, or when this mortgage is in default, at which time the said Savings Institution is hereby authorized and directed to pay over said money to the mortgagee his successors or assigns. And it is agreed that until default be made under this mortgage the mortgagors shall possess the aforesaid property.

Provided, that if the said parties of the first part, their heirs executors, administrators or assigns shall well and truly pay the aforesaid sum of Nine Hundred and Fifty dollars, together with the semi-annual interest thereon, reserved, according to the tenor of the aforesaid promissory notes, and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

But if default be made in the 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 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 William H. Baldwin Trustee, for Sophronia Jane Baldwin his successors and assigns, or James M. Munroe, 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 assigns; and which sale shall be made in manner following, viz; Upon giving twenty day's notice of the time place manner and terms of sale in some newspaper printed and published in Anne Arundel County, and such other notice as may be deemed expedient by the mortgagee or his Attorney, 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 an appearance fee and such other fee as may be allowed by the Court upon sufficient reason shown therefor; the premium on any bond that may be given for the faithful execution of his trust by the party making the sale to be allowed as a part of the expenses of the case.

Second, to the payment of a commission to the party making the sale of said property at the rate of seven per cent, on the gross proceeds of the sale of the property.

Third, to the payment of all claims of the said Mortgagee, his successors personal representatives or assigns under this mortgage whether the same shall have matured or not, and to the surplus if any there be to be paid to the said Mortgagors their personal representatives or assigns, or to whomever may be entitled to the same. And in event of default under this mortgage and of the claims of Mortgagee before sale the mortgagors shall pay all costs advertisement of the property for sale and settlement and expenses and one half commissions and appearance fee.

Witness the hands and seals of the said Mortgagors.

Test John E. Bull (Seal)

W.T. Weems J.P. Margret R. Bull (Seal)

State of New York, City of New York.

I hereby certify that on this 14th day of July in the year nineteen hundred and three before me the subscriber, a Notary Public of the State of New York in and for the City of New York, personally appeared William H. Baldwin Trustee the within named Mortgagee, and made oath

in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, And also made oath, in due form of law that he has not required the mortgagors their agent or attorney or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid in advance nor will he require any tax levied thereon to be paid by the mortgagors or any person for them during the existence of this mortgage, Witness my hand and Notarial seal.

(Notary's Seal) Chas. Van Riper
Notary Public

State of Maryland, Anne Arundel County to-wit;
I hereby certify, that on this 8th day of July in the year nineteen hundred and three before me the subscriber, a Justice of the Peace of the State of Maryland in and for Anne Arundel County personally appeared John E. Bull and Margaret R. Bull his wife, and acknowledged the foregoing mortgage to be their act.

W. T. Weems,
Justice of the Peace

Principal Note & Seven Interest notes Filed
Filed 10 July, 1905.

\$950. July 8, 1903.

Five years after date we promise to pay to
the order of Wm. H. Baldwin, Trustee for Sophronia Jane Baldwin
Nine Hundred and fifty dollars
At Annapolis Md. secured by mortgage of even date

Value received John E. Bull
No. Due July 8, 08 Margaret R. Bull

Interest Notes, each for the sum of \$28.50.
Bond Filed July 10th 1905.

Know All Men By These Presents.
That we, James M. Munroe and The Fidelity and Deposit Company of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand Dollars to be paid to the said State at 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 and administrators, jointly and severally, firmly, by these presents; sealed with our seals and dated this Third day of July in the year one thousand nine hundred and five.

Whereas the above bounden James M. Munroe as attorney named in a mortgage from John E. Bull and Margaret R. Bull, his wife, to William H. Baldwin, Trustee, dated the 8th day of July, 1905, and recorded in the Land Records of Anne Arundel County in Liber G.W. No. 33, folio 10, in execution of a power of sale in said mortgage contained, is about to sell the property in said mortgage mentioned and described and thereby conveyed, the said mortgage being in default;

Now the condition of the above obligation is such, That if the above bounden James M. Munroe do and shall abide by and fulfill any order or decree which 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 James M. Munroe (Seal)
(Corporate Seal) Fidelity & Deposit Company of Maryland

John H. Wight (Seal)

Vice Prest, pro-tem

Attest, Thos. G. Berry (Seal)

Asst Secry

In the Matter of the sale of the

Mortgaged Real Estate of

John E. Bull and Margaret R. Bull.

No. 2731 Equity,

In the Circuit Court for

Anne Arundel County.

Report of Sale, Filed 19 July 1905.

To the Honorable, the Judges of said Court;

The Report of James M. Munroe, the attorney mentioned in mortgage filed in this case, to make sale of the property thereby conveyed in the event of default thereunder, respectfully shows That the said Mortgage was in default and that having given bond with approved security as required by law, and having giving more than three weeks notice of the time, place, manner, and terms of sale of the said property by advertisement in the Anne Arundel Advertiser and in the Maryland Republican, two weekly newspapers published weekly at Annapolis Maryland, before the day of sale, and having sent hand bills to be distributed through the neighborhood of the property to be sold, and having stuck up notices at the Court House Door, and having also inserted a brief notice of the sale in the Baltimore Sun, Baltimore American, and Baltimore Evening News, he did attend in person at the Court House door in the City of Annapolis Maryland, on Tuesday the 18th day of July, 1905, at eleven o'clock A.M. pursuant to said notices of sale, and then and there proceeded to offer the said property at public sale, and sold the same to B. Allan Owings at and for the sum of Eleven Hundred and Fifty Dollars, he being then and there the highest bidder therefor; and the said purchaser has paid Nine Hundred Dollars on account of the purchase money, and expects to pay the balance in a few days, all of which is respectfully submitted.

James M. Munroe, Attorney named in Mortgage

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this Nineteenth day of July in the year Nineteen hundred and five, before me the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared above named James M. Munroe, Attorney, and made oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein stated and that said sale was fairly made,

Robert H. Welch, Deputy Clerk

Circuit Court for Anne Arundel County.

25th, day of July 1905, Agreement for sale Filed.

We Hereby consent to the immediate ratification of the within reported sale.

Witness;

John A. Crandall

James M. Munroe, Attorney for the
first Mortgagee

W. T. Leathbery, Second Mortgagee.

John E. Bull

Margaret R. Bull, Mortgagors.

B. Allan Owings, Purchaser.

July 25th 1905, Final Order of Ratification of sale.

Ordered by the Circuit Court for Anne Arundel County in Equity this 25th day of July 1905, that the foregoing Report of sale be and the same is hereby finally ratified and confirmed no cause to the contrary appearing and all parties interested consenting thereto in writing hereon, and this case is now referred to the auditor to state an account.

Jas.Revell, Associate Judge 5th
Judicial Circuit of Md.

In the case of the mortgaged
Real Estate of Jno.E.Bull & Wife.

In the Circuit Court
for Anne Arundel County

Auditor's Report and Account Filed 2, sept 1905.

To the Honorable, the Judges of said Court;

The Auditor Reports to the Court that he has examined the proceedings in the above entitled cause, and from them has stated the within account in which taxes costs, commisions and expenses are first allowed and the balance is distributed in part payment of the mortgage claim filed.

All of which is respectfully submitted.

James W.Owens, Auditor.

| Dr. | The mortgaged Real Estate of John E. Bull & wife, in ac. James M. Munroe, Attorney | | Cr. |
|----------------|--|---------------|---|
| 1905. | | | 1905 |
| July 18, | To the Attorney for his commissions, | \$ 80 50 | July |
| " " | " " " " " " " his expenses | | 18 |
| " " | " Premium on Bond | 8 05 | By proceeds of sale of real |
| " " | " Advertising Maryland Republican | 10 00 | estate as per report filed <u>\$1150.00</u> |
| " " | " " 2 Hand bills Anne Arundel adv. | 12 00 | |
| " " | " " Baltimore News | 4 41 | |
| " 2 | " " " Sun, | 6 87 | |
| " " | " " " American | 8 00 | |
| " " | " Auctioneer, Julian Brewer | 10 00 | |
| " " | " Posting Bills W.T. Weems | 1 00 | 60 33 |
| " " | " The Attorney for Court costs, viz | | |
| " " | " Solicitor | 10 00 | |
| " " | " Clerk of Court | 9 25 | |
| " " | " Auditor | 4 50 | |
| " " | To the attorney for taxes, viz; | | |
| | State & County taxes 1903 | 31 95 | |
| | " " " " " " 1904 | 27 37 | 83 07 |
| | To Wm. H. Baldwin, Trustee mortgagor | | |
| | in full of mortgage debt | | 900 00 |
| | To mortgagor in part payment of six | | |
| | months interest due July 8 /05 | | 26 10 |
| | | | <u>\$1150 00</u> |
| | Memorandum of Mortgage Claim | | |
| | Mortgage debt | 900 00 | |
| | Six months Interest, July 8, /05 | 27 00 | |
| | By amount allowed supra | | 926 10 |
| | By balance due | | 90 |
| | | <u>927 00</u> | <u>927 00</u> |
| To balance due | | 90 | |

In the matter of the sale
of the Mortgaged Real Estate of
John E& Marg't Bull

In the Circuit Court
for Anne Arundel county
No.2731 Equity

Final Order June 30th 1906.

Ordered this 30th day of June 1906, That the Report and Account of the Auditor, filed in the above entitled cause, Be Ratified and Confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Jas.Revell.

In the Matter of the Mortgaged

No. 2675 Equity,

Real Estate of

In the Circuit Court for

Morgan Wayson et al.

Anne Arundel County

Original Mortgage Filed 5th day of June 1904.

This Mortgage made this twenty sixth day of May in the year eighteen hundred and eighty five by William F. Childs and Mary E. Childs his wife of Anne Arundel County in the State of Maryland of the first part and Samuel Brooks of the said State and County of the Second part.

Witnesseth, that for the consideration of the sum of Two Thousand Dollars current money the receipt of which is hereby acknowledged the said William F. Childs and Mary E. Childs his wife do hereby grant unto the said Samuel Brooks his heirs and assigns all that lot and parcel of ground situate in the Village of Galesville which is mentioned and described as lot No 3, in a deed executed by Edward I Drinkhouse and Angeline Drinkhouse his wife on twenty third day of September in the year eighteen hundred and eighty five to the said William F. Childs, together with all the buildings and improvements erected thereon and all the rights, privileges and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold the Lot of Ground so as above granted and described with the appurtenance unto the said Samuel Brooke his heirs and assigns to his and their own proper use and benefit forever.

Provided that if the said William F. Childs shall pay on or before the twenty sixth day of May in the year eighteen hundred and eighty eight to the said Samuel Brooke, the sum of two thousand dollars with interest thereon in equal semi-annual installments from the date hereof according to the tenor of his certain promissory notes of even date herewith payable to the order of the said Samuel Brooke in three years from the date hereof, then this mortgage shall be void and the said William F. Childs for himself his heirs executors and administrators covenants with the said Samuel Brooke his executors administrators and assigns, that he will during the continuance of this mortgage keep the mortgaged property insured for the sum of thirty five hundred dollars paying the premiums thereon from time to time as they fall due, and that he will assign the Policy of insurance to the said Samuel Brooke for his benefit in case of loss by fire; and he further covenants in like manner that should he fail in this particular and the said Samuel Brooke pay the premiums for the said Insurance, the amount of the premiums so paid with interest thereon, shall be a lien on the mortgaged property as though included in the first mortgage in the first instance in the mortgage itself, And the said William F. Childs for himself his heirs and Personal Representatives hereby covenants that he will pay the aforesaid money according to the tenor of note aforesaid, and he further covenants and agrees with the said Samuel Brooke his personal representatives and assigns in like manner that in default of payment of said note the said Samuel Brooke may enter and take possession of the property aforesaid.

Provided that until default of payment of the said note or the interest thereon the said William F. Childs shall possess the premises as of his present estate therein and provided that if default shall be made in the payment of the money aforesaid or the interest thereon at the time or in the manner aforesaid then it shall be lawful for the said Samuel Brooke or his duly constituted and appointed attorney to sell the said mortgaged premises at the Court House door in the City of Annapolis by public auction for cash after given at least twenty days public notice of the time place, and terms of sale in some newspaper published

in the city of Annapolis prior to the day of sale and to apply the proceeds of such sale to the payment in the first place of the expenses attending said sale and then to the payment of the said debt and the surplus if any, to pay to the said William F. Childs.

Witness our hnds and seals on the day and in the year first hereinbefore written.

Test; William F. Childs (Seal)

J. Franklin Deale, J.P. M.E. Childs (Seal)

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on the twenty sixth day of May in the year eighteen hundred and eighty-five before the subscriber a Justice of the Peace of the said State in and for the said County personally appeared William F. Childs and Mary E. Childs his wife the within named mortgagors and each acknowledged the foregoing mortgage to be their respective act and at the same time before me also appeared Samuel Brooke and made oath in due form of law that the consideration in the said Mortgage is true and bona fide as therein set forth.

J. Franklin Deale, J.P.

Bond Filed Oct. 5, 1904,

Know All Men By these Presents

That we, Samuel Brooke, James M. Munroe and William F. Childs, of Annapolis Maryland, are held and firmly bound unto the state of Maryland in the full and just sum of four thousand 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 and administrators jointly and severally firmly by these presents; sealed with our seals and dated this thirtieth day of September in the year one thousand nine hundred and four.

Whereas, the above bounden Samuel Brooke under and by virtue of a power of sale contained in a certain mortgage from William F. Childs and wife to the said Samuel Brooke, dated the 26th day of May in the year 1885, and recorded in Liber S.H. No. 25, folio 649, one of the Land Records Books of Anne Arundel County, is about to make sale of the property therein mentioned as mortgagee therein named, default under said mortgage having occurred said property having been conveyed by said Childs, subject to said Mortgage to Morgan Wayson et al.

Now, the condition of the above obligation is such, That if the above bounden Samuel Brooke do and shall abide by and fulfil any order or decree which 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

Mary Riordan, witness as to

Sam'l Brooke Sam'l Brooke (seal)

Test; James M. Munroe (Seal)

John F. Strange William F. Childs (Seal)

In the Matter of the Sale of the
Mortgaged Real Estate of
Morgan M. Wayson and Virgil J. Birckhead

No. 2675, Equity.
In the Circuit Court for
Anne Arundel County.

Report of Sale Filed 15th October 1904.

To the Honorable The Judges of said Court;

The Report of Samuel Brooke, mortgagee, in this case respectfully shows;

1. That the property in this case was mortgaged to him by William F. Childs and wife by deed of mortgage dated the 26th day of May in the year 1865, and was subsequently sold subject to the said Mortgage to Morgan M. Wayson and Virgil J. Birckhead, and the said Virgil J. Birckhead departed this life intestate leaving a widow and minor child:

2 That the said mortgage being overdue, in order to make title to the said property and at the request of the parties, after having given bond with approved security and after having given due notice of the time place, manner, and terms of said sale by advertisement published in the Anne Arundel Advertiser, a newspaper published weekly at Annapolis, Maryland, for more than three weeks before the day of sale, and also having given notice as aforesaid by hand bills which he sent to be posted in the neighborhood of the property, he did attend in person at the Court House door in the City of Annapolis, Maryland, on Saturday the 15th day of October 1904, shortly after the hour of eleven o'clock A.M. and then and there in the presence of various persons offered said property at public sale, and sold the same to Morgan M. Wayson, at and for the sum of Twenty-two hundred dollars, (\$2200) the said purchase money to be paid in cash upon the ratification of the sale,

All of which is respectfully submitted.

Sam. Brooke

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 15 day of October in the year nineteen hundred and four, before me the subscriber a deputy clerk of the Circuit Court for Anne Arundel County, personally appeared the above named Samuel Brooke, mortgagee, and made oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein stated to the best of his knowledge and belief and that the said sale was fairly made.

Robert H. Welch, Deputy Clerk of the
Circuit Court for Anne Arundel County.

I hereby consent to the immediate ratification of the foregoing sale and offer myself ready to comply with the terms thereof upon the ratification of said sale.

Morgan M. Wayson.

In the matter of the sale of
the Mortgaged Real estate of
Morgan Wayson et al.

In the Circuit Court
for Anne Arundel County,
No. 2675 Equity.

Order Nisi 15th October 1904,

Ordered this 15th day of October 1904, That the sale of the property mentioned in these proceedings made and reported by Samuel Brooke, mortgagee, Be Ratified and Confirmed unless cause to the contrary be shown on or before the 15th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the said 15th day of November next;

The report sates the amount of sales to be \$2200.00

Geo.Wells, Clerk.

Certificate of Publication Filed 21st Nov. 1904.

Annapolis, Md., Nov, 18, 1904.

I hereby certify that the annexed Order Nisi in the matter of the Mortgaged Real Estate of Morgan Wayson No. 2675, Equity was published in the Advertiser", a newspaper published in the City of Annapolis once a week for three successive weeks before the 15th day of November 1904, The first insertion being made the 20th day of October 1904,

W.Meade Holladay, Publisher.

In re sale of mortgaged real estate of Morgan M.Wayson

In the Circuit Court for Anne Arundel County, No.2675, Equity.

December 14th 1904 Order of Final Ratification of sale

Ordered by the Court, This 14th day of December 1904, that the sale made and reported by the mortgag aforesaid be and the same is hereby finally Ratified and Conformed, no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Mortgagee is allowed such propper expenses as he shall produce vouchers for to the Auditor, to whom this case is referred #####

Jas.Revell.

In the case of the Mortgaged Real Estate of Morgan M.Wayson et al

In the Circuit Court for Anne Arundel County

Auditors Report and Account Filed 1st June 1906

To the Honorable the Judges of said Court.

The Auditor Reports to the Court that he has examined the proceedings in the above entitled cause, and from them has stated the within account in which the taxes costs and expenses are allowed, then the mortgage debt in full and the balance is distributed to the mortgagors. All of which is respectfully submitted.

James W.Owens, Auditor.

Dr. The Mortgaged Real Estate of M.M.Wayson & Vergil J.Birckhead in ac.with Sam'lBrooke,Mortgagee

De. Cr.

1904, 1904

| | | | | | | |
|--------|---|----------|-----------|--------|-----------------------------|-----------|
| Oct.15 | To the mortgagee for his expenses viz; | | | Oct.15 | By proceeds of sale of real | |
| " " | " Advertisement | 18 00 | | | estate as per report filed | \$2200.00 |
| " " | Auctioneer | 15 00 | | | | |
| " " | Posting Bills | 1 00 | 34 00 | | | |
| " " | " The Mortgagee for Court Costs,viz; | | | | | |
| " " | " Clerk of Circuit Court | 8 25 | | | | |
| " " | " Solicitor | 10 00 | | | | |
| " " | " Auditor | 4 50 | \$ 22 75 | | | |
| " " | " To state & County taxes for 1903 | | 55 00 | | | |
| " " | " Saml Brooke mortgagee in full of mortgage claim | | \$2015 00 | | | |
| " " | " To the mortgagors this balance distributed as follows | \$ 73 25 | | | | |
| " " | " Mergan M.Wayson | | 36 63 | | | |
| " " | " Estate of Virgil J.Birckhead | | 236 62 | | | |
| | | 220 00 | 2200 00 | | | \$2200.00 |

Memorandum of Mortgage Claim of
Daml Brooke

Principal 2000 00

Interest 45 days 15 00

Paid in full supra 2015 00

In the matter of the sale of

the sale of the mortgaged Real

Estate of Morgan M. Wayson

In the Circuit Court

for Anne Arundel County

No. 2675 Equity.

Order Nisi 1st June 1905.

Ordered, this first day of June 1905, That the Report and Account of The Auditor filed this day in the above entitled cause Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 1st day of July next; Provided a copy of this Order be inserted in some Newspaper published in Anne Arundel County, once in each of three successive weeks before the first day of July next.

George Wells Clerk.

Certificate of Pub; Filed 21st day of Nov. 1904.

Annapolis, Md., July 1st 1905.

I hereby certify that the annexed Order Nisi in the Matter of The Sale of the Real Estate of Morgan M. Wayson 2675 Equity was published in The Advertiser, a newspaper published in the City of Annapolis, once a week for three successive weeks before the 1st day of July 1905, The first insertion being made the 8th day of June 1905,

W. Meade Holladay, Publisher.

Final Order June 30th, 1906.

In the Circuit Court for Anne Arundel County.

Ordered By the Court, this 30th day of June 1906, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Jas. Revell.

In the Matter of the sale of the
Mortgaged Real Estate of
Frances Scrivener et al

No.2693 Equity
In the Circuit Court for
Anne Arundel County

Original Mortgage Filed 13th Feb'y 1905.

This Mortgage, Made this 23rd day of April in the year Nineteen Hundred and three, by Frances Scrivener and Thomas E Scrivener her husband, parties of the First part, of Anne Arundel County State of Maryland, and Richard Scott and William H. Matthews, of the second part of Anne Arundel County of the State of Maryland, Witnesseth;

Whereas Frances Scrivener, Thomas E. Scrivener, Richard Scott and William H. Matthews are the joint and several makers of a promissory note dated April 25th 1903, for the sum of six hundred and fifty dollars payable four months after date, to the Farmers National Bank of Annapolis,

And whereas said note was discounted by said Bank at the request of Frances Scrivener and Thomas E. Scrivener for their benefit the said Richard Scott and William H. Matthews sustaining to the said parties of the first part, the relation of sureties on said note, but as to said Bank being joint and several makers thereof, and jointly and severally responsible therefor to said Bank.

And Whereas it was agreed by said Frances and Thomas E. Scrivener with said Richard Scott and William H. Matthews that in consideration of their executing jointly and severally with them the said note they would execute these presents to secure and save harmless the said sureties from any loss or damage by reason of the said suretyship-

Now, Therefore in consideration of the premises, and of the sum of one dollar, the parties of the first part Frances Scrivener and Thomas E. Scrivener, her husband, have and sold and by these presents do grant unto the said Richard Scott and William H. Matthews their heirs and assigns, in fee simple, the following property, namely;

All those two lots of ground situate in the Eighth Election District of Anne Arundel County in the Great Swamp, on South Creek,

First, all that lot containing three acres two roods and nineteen perches, more or less conveyed to said Frances Scrivener and Thomas E. Scrivener by deed dated October 11. 1902, recorded among the Land Records of Anne Arundel County in Liber G. No. 28 folio 138, by Robert F. Smith and wife.

Second. All that other lot adjoining that firstly herein described containing Three acres conveyed to said Frances and Thomas E. Scrivener by William Thomas Rogers by deed of even date herewith intended to be recorded prior hereto.

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

To Have and To Hold the above described premises unto and to the proper use and benefit of the said Richard Scott and William H. Matthews, their heirs and assigns in fee simple, forever Provided, however, that of the said parties of the first part shall pay or cause to be paid, take up or cause to be taken up, the aforesaid note executed by themselves, and the said Richard Scott and William H. Matthews to the Farmer's National Bank, dated the Twenty fifth day of April in the year Nineteen Hundred and three and all renewals or substitutes therefor for the whole or any part thereof, when due and payable, and shall indemnify and save harmless the said Richard Scott and William H. Matthews from all and every loss damage and ex

pense to which they may be in any way subjected by reason of their said suretyship and shall pay or cause to be paid all discount, interest and expenses of every kind that may accrue upon said note, and all renewals or substitutes therefor, in whole or in part, or that may be incurred by said suretyships in any suit or suits that may be instituted for the collection thereof, and shall perform all the covenants here n on their part of the parties of the first part to be performed, then this mortgage shall be void. And it is agreed that until default be made in the premises the said 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 assassed or to be levied or assesed on said hereby mortgaged property; which taxes, assessments, public dues, charges and the aforesaid debt represented by said note, and any and all renewals thereof and substitutes therefor, in whole or in part aforesaid, the said parties of the first part, for themselves and for their heirs, executors and administrators hereby covenant to pay when legally demandable. But if default be made in the premises and in the payment of said note, or any renewal thereof, or substitutes therefor, in whole or in part, or in the payment of the discount or interest thereon, 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 debt shall be due and demandable, and it shall be lawful for the said parties of the second part, Richard Scott and William H. Matthews their executors, administrators or assigns, or James M. Munroe, their attorney or agent, at any time after such default to sell the hereby mortgaged property, or do much thereof as may be necessary to reimburse the said sureties for any loss which they might incur by reason of their aforesaid suretyship, and to pay whatever may remain due and owing on the said note, or any renewal thereof or substitute therefor, in whole or in part and to pay and satisfy all costs incurred in making such sale, and to grant and convey said property to the purchaser or purchasers his, her or their heirs and assigns, and which sale shall be made in the manner following, namely; upon giving twenty days' notice of the time, place manner and terms of sale in some newspaper printed and published in Anne Arundel County, and such other notice as may be deemed expedient and in the event of a sale of the proprty 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 an appearance fee and six percent commissions to the party making sale of said property, and including the premium on any bond given in a duly authorized surety company, by the person exercising the power of sale herein contained.

Secondly. To the payment of the amount remaining due on said note or any renewal thereof, or substitute therefor, in whole or in part, both for principal discount, interest and osts, and to the reimbursement of the said parties of the second part, for any and loss or damage which they may have sustained or become liable for by reason of their said suretyship.

Thirdly; To the payment of any other note or notes, or renewals thereof, or substitutes therefor that may fall due and not be paid by the said parties of the first part their executors, administrators and assigns, until all of the notes upon which said mortgagees or any of them are sureties for said parties of the first part and any and all other notes of the said parties of the first part, due to the said Bank, or which the said Bank have discounted, shall be fully paid and satisfied by the said parties of the first part.

Fourthly; The surplus, if any to pay over to the said parties of the first part, or to whoever may be entitled to the same.

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 property to at least the amount of Four Hundred 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 to the extent of their lien or claim hereunder.

Witness the hands and seals of the said Mortgagors,

Test; Frances ^{her} ~~mark~~ Scrivener Seal)
W.T.Weems, J.P. Thomas E. ^{his} ~~mark~~ Scrivener (Seal)

State of Maryland, Anne Arundel County, to-wit;

I hereby certify, That on this 28th day of April in the year Nineteen Hundred and three before the subscriber, a Justice of the Peace of the State of Maryland in and for Anne Arundel County personally appeared Frances Scrivener and Thomas E. Scrivener her husband, and acknowledged the foregoing mortgage to be their act. And Now at the same time also appeared Richard Scott, the within named mortgagee and made oath in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

Recorded 24/1903 Liber GW 30 folio 336
W.T. Weems,
Justice of the Peace.

Bond Filed 13th Feby. 1905,

Know all men by these presents.

That we James M. Munroe, and the Fidelity and Deposit Company of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars, to be paid 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 and administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this Thirteenth day of February in the year one thousand nine hundred and five,

Whereas, the above bounden James M. Munroe as attorney named in a mortgage from Frances Scrivener and husband to Richard Scott et al., dated the 23rd day of April in the year 1903 and recorded in the Land Records of Anne Arundel County in Liber G.W. No. 30, folio 336, in execution of a power of sale in said mortgaged contained is about to sell the property in said Mortgage mentioned and described and thereby conveyed, the said mortgage being in default;

Now the condition of the above obligation is such, That of the above bounden James M. Munroe and shall abide by and fulfil any order or decree which 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 G.A. Culver. James M. Munroe (Seal)
Fidelity & Deposit Company of Maryland.
Attest; (Corporate Seal) By Chas. R. Miller, Vice President

Thos G. Berry, Asst Secretary.

In the matter of the sale of the
Mortgaged Real Estate of Frances
Scrivener and Thomas Scrivener.

No 2693 Equity.
In the Circuit Court for
Anne Arundel County.

Report of Sale & Consent to ratification thereof

Filed 17th day of February 1905.

To the Honorable the Judges of said Court.

The report of James M. Munroe, the attorney named in the mortgage filed in this case to make sale of the property in said mortgage mentioned in the event of default thereunder, respectfully shows;

1. That the said mortgage being in default and at the request of the parties interested, having given bond with approved security and having given due notice of the time, place, manner, and terms of sale of the said property by advertisement in the Maryland Republican, a newspaper published weekly at Annapolis, Maryland, for more than three successive weeks previous to the day of sale, and also having given notice of the said sale by hand bills sent to be posted in the neighborhood of the said property, he attend in person at the Court House door in the City of Annapolis, Maryland, on Tuesday the 14th day of February in the year 1905, pursuant to said notice of sale, shortly after the hour of eleven o'clock A.M., and then there proceeded to offer at public sale the said property, and sold the said property at and for the sum of Eight hundred and twenty dollars, (\$820) to Richard Scott, one of the sureties on the note of the owners of the said property, to the Farmers' National Bank of Annapolis, which said note was protected by the mortgage in this case. And the Attorney files herewith a copy of the Advertisement of the said property as sold as aforesaid.

2. That subsequently a certain Frank Matthews with the assent of the said Richard Scott became associated with the said Richard Scott as one of the purchasers of the said property, and at their request the sale is accordingly reported as made to the said Richard Scott, and Frank Matthews, as tenants in common at and for the sum of eight hundred and twenty dollars, as aforesaid.

All of which is respectfully submitted.

James M. Munroe, Attorney.

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this fourteenth day of February in the year nineteen hundred and five, before me the subscriber, A Notary Public, of the State of Maryland in and for Anne Arundel County, personally appeared the above named James M. Munroe, attorney, and made oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein stated and that the said sale was fairly made.

Witness my hand and Notarial Seal.

Nannie S. Stockett

(Notary's Seal)

Notary Public.

We hereby request James M. Munroe, attorney, to report the sale in this case in the names of Richard Scott and Frank Matthews, as tenants in common of the property mentioned in these proceedings at and for the sum of eight hundred and twenty dollars, and we promise to comply with the terms of sale when ratified.

Test;

Richard Scott

Mary Riordan

Frank Matthews

We agree to the immediate ratification of the within reported sale.

Her

Test;
W.T. Wemms J.P.

Frances M. Scrivener
Thomas Scrivener
mark

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 16th day of February in the year Nineteen hundred and five, before me the subscriber a Justice of the Peace, of the State of Maryland in and for Anne Arundel County, personally appeared the above named Frances scrivener and Thomas Scrivener her husband, and acknowledged the foregoing agreement of ratification to be their act.

W.T.Weems,

Justice of the Peace

In the matter of the sale of the
Mortgaged Real Estate of Frances
Scrivener and Thomas Scrivener.

No. 2693 Equity.
In the Circuit Court for
Anne Arundel County.

Order of Ratification 18th February 1905.

Ordered by the Circuit Court for Anne Arundel County in Equity this Eighteenth day of February in the year Nineteen hundred and five that the within reported sale of the mortgaged real estate of Frances Scrivener and Thomas Scrivener be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown and none appearing to this Court, and the parties in interest having assented thereto in writing hereon endorsed and their assent being duly acknowledged before a Justice of the Peace. And it is further ordered that the attorney making the sale be allowed the commissions provided in the mortgage and such lawful expenses as he shall produce vouchers for to the auditor, to whom this case is now referred to state an account.

I. Thomas Jones.

Copy of Advertisement Filed 13th Feb'y 1905.

In the case of the mortgaged real
estate of Frances Scrivener &
Thomas Scrivener

In the Circuit Court
for Anne Arundel County
No. 2693 Equity.

Auditors Report and Account Filed 10th April 1905.

To the Honorable the Judges of said Court;

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within account which is in the usual form except that the commissions and premiums on bond are allowed as agreed in the mortgage and after the allowances for costs, commissions expenses and taxes the balance is Audited to payment of the mortgage debt leaving a small balance due.

All of which is respectfully submitted.

James W. Owens, Auditor

Dr. The Mortgaged Real Estate of Frances & Thomas Scrivener in ac. with James M. Munroe Attorney Cr

| 1904. | | 1904 | | | |
|---------|--|-------|--------|---------------------------------|-----------|
| Feb. 14 | To the Attorney for his commissions | \$ 49 | 20 | Feb. 14. By proceeds of sale of | |
| " " | " " " " " " his expenses viz | | | real estate as per report | \$ 820 00 |
| " " | " Advertising | 15 | 00 | | |
| " " | " Auctioneer, | 10 | 00 | | |
| " " | " Premium on bond | 5 | 00 | | |
| " " | " Posting hand bills | 1 | 00 | | |
| " " | " The Atty for court costs, viz; | | 31 00 | | |
| " " | " Solicitor | 10 | 00 | | |
| " " | " Clerk of Court | 8 | 95 | | |
| " " | " Auditor | 4 | 50 | | 23 45 |
| " " | Taxes as follows viz; | | | | |
| " " | " State & County taxes for 1901 | \$ 10 | 39 | | |
| " " | " " " " " " " " 1902 | 9 | 59 | | |
| " " | " " " " " " " " 1903 | 6 | 86 | | |
| " " | " " " " " " " " 1904 | 6 | 69 | | 33 53 |
| " " | Insurance premium. | | | | |
| " " | " To Farmer's National Bank in part payment of mortgage note | | \$ 680 | 72 | |
| | Memorandum of Mtge debt | | | | |
| | Principal Note | 650 | 00 | | |
| | Interest from Apl, 24th, 04 to Feby. 14 05 | 31 | 40 | | |
| | | 681 | 40 | | |
| | By amt supra | 680 | 72 | | |
| | Balance due F.N.Bk, | 68 | | | |
| | | | \$ 820 | 00 | \$ 820 00 |

Final Order 10th April 1905.

In the Circuit Court for Anne Arundel County.

Ordered by the Court this 22nd day of June 1906, that the foregoing Report and Account of the Auditor be and the same is hereby Ratified and Confirmed, no cause to the contrary having been shown and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received

I. Thomas Jones.

In the Matter of the
Mortgaged Real Estate of
Rodney V. Wynkoop

No. 2770 Equity,
In the Circuit Court
for Anne Arundel County.

Original Mortgage Filed 21st Nov. 1905.

This Mortgage Made this Twenty eighth day of March in the year Nineteen hundred and three by Rodney V. Wynkoop (single) party of the first part, hereinafter called mortgagor and Tilghman G. Tucker, party of the second part, hereinafter called Mortgagee, both of Anne Arundel County, and State of Maryland Witnesseth;

Whereas, the said Rodney V. Wynkoop has this day borrowed from the said Tilghman C. Tucker the full and just sum of Twenty five hundred dollars (\$2500.)) which is represented by four promissory notes of the said Mortgagor, to wit:-; One for twenty hundred dollars payable three years after date, one for one hundred dollars payable one year after date, with interest thereon payable semi-annual one for one hundred dollars payable two years after date with interest thereon, payable semi-annually and one for one hundred dollars payable three years after date with interest thereon payable semi-annually; and the said Mortgagor has also passed to the said Mortgagee his six interest notes representing the interest on the said sum of twenty two hundred dollars each for the sum of sixty six dollars and payable respectively in six twelve, eighteen, twenty four, thirty and thirty six months after date, all of said notes are of even date herewith; and to better to secure the prompt payment of the said notes these presents are executed the same being a condition precedent to said loan.

Now this mortgage witnesseth, that for and in consideration of the premises and of the sum of one dollar, the said Rodney V. Wynkoop does hereby grant and convey unto the said Tilghman C. Tucker his heirs and assigns, in fee simple, all that tract or parcels of land situate in the First District of said County near Davidsonville, containing three hundred and two acres (322) acres more or less, and particularly described as follows; Beginning for the same at a boundary stone in the angle of the fence at the Northwest corner of Little Bridge Hill Farm and running north eighty three degrees twenty minutes east twenty four hundred and sixty feet and six inches (2450.6) thence south eighty eight degrees forty minutes east one thousand eight hundred and sixty one (1861) feet to a stone marked P. thence south five degrees east one thousand and three hundred (1300) feet, thence south seventeen degrees thirty minutes east one thousand two hundred and sixty (1260) feet to a stone planted and marked K., and thence west one thousand and eight hundred and forty nine (1849) feet and six inches, thence south forty five degrees west five hundred and ninety (590) feet thence south three hundred and sixty (360) feet thence west two thousand six hundred and twenty (2620) feet to the division fence with John Sellman thence with said fence three thousand and three hundred (3300) feet to the place of beginning and being the same property that was conveyed to the said Rodney V. Wynkoop by Cora I. Fisher and Husband by deed dated the 24th day of August Nineteen hundred and one and recorded among the Land Records of said County in Liber G.W-No. 22 folios 32&c

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 parcels of ground and premises unto and to the proper use and benefit of the said Tilghman C. Tucker his heirs and assigns forever.

Provided that if the said Rodney V. Wynkoop his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of twenty five hundred dollars, and all

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 Rodney V. Wynkoop his heirs and assigns shall possess the aforesaid property upon paying in the meantime all taxes and assessments public debts 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 Rodney V. Wynkoop for himself his heirs, personal representatives and assigns, does 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 Tilghman C. Tucker his personal representatives and assigns, or James R. Brashears his or 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 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 Anne Arundel 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 expense incident to such sale including a fee of ten 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 his personal representatives 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 Mortgagor his personal representatives or assigns; or to whoever may be entitled to the same.

And the said Mortgagor for himself his heirs personal representatives and assigns, does 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 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 Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor for himself his heirs personal representatives and assigns does hereby covenant to pay and the said Mortgagee his personal representatives or assigns or James R. Brashears 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 the 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, expen-

ses and commission.

And the said Rodney V. Wynkoop for himself his personal representatives and assigns, does further covenant to insure, and pending 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 the hereby mortgaged land to the amount of at least one thousand dollars, and to cause the policy to be affected thereon, to be so framed or indorsed, as in case of fire to insure to the benefit of the said Mortgagee his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy to the said Mortgagee his personal representatives and assigns.

Witness the hand and seal of the said Mortgagor.

Test; John N. Davis.

Rodney V. Wynkoop (Seal)

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 28th day of March in the Year nineteen hundred and three before me, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Rodney V. Wynkoop the mortgagor named in the foregoing mortgage and acknowledged the foregoing Mortgage to be his act. At the same time also appeared Tilghman C. Tucker the within named Mortgagee and made oath in due form of law, that the consideration set forth in said Mortgage is true and Bona Fide as therein set forth. And did also make oath in due form of law, that the Mortgagee has not required the Mortgagor his agent or attorney for the said Mortgagor to pay the tax levied upon the interest covenanted to be paid, nor will he require any tax to be paid by the Mortgagor or any person for him during the existence of this mortgage.

John N. Davis.

\$2200.00 Davidsonville, Md. March 28th 1903.

Three years after date I promise to pay to the order of Tilghman C. Tucker Two Thousand and two hundred dollars,

Value received Rodney V. Wynkoop

One interest note for \$66.00 Filed 21st day Nov. 1905

Three Notes Filed 21st Nov. 1905.

\$100.00 Davidsonville Md. March 28th 1903.

One year after date I promise to pay to the Order of Tilghman C. Tucker, One Hundred Dollars with interest payable semi-annually

Value Received Rodney V. Wynkoop

No. Due March 28th 1904-----Principal Note secured by mortgage

\$100.00 Davidsonville Md. March 28th 1903

Three years after date I promise to pay to to the Order of Tilghman C. Tucker One Hundred dollars with interest thereon payable semi annually

Value received Rodney V. Wynkoop

Due March 28th 1905.

Principal note secured by mortgage.

\$100.00

Davidsonville Md. March 28th 1903.

Three year after date I promise to pay to the order of Tilghman C. Tucker

One Hundred Dollars with interest thereon payable semiannually

Value Received

Rodney V. Wynkoop

No. Due March 28th 1906,

Principal Note secured by mortgage.

In the Matter of the Mortgaged

No 2770 Equity.

Real Estate of Rodney V. Wynkoop

In the Circuit Court for Anne Arundel Co.

Statement of Mortgage Claim Filed 21st day of Nov. 1905.

Statement of Mortgagees claim Tilghman C. Tucker Mortgagee.

| | |
|-------------------------------------|--------------|
| To Amount of note for | \$2200.00 |
| " Interest for two months on same | 222.00 |
| " Three notes of \$100 each | 300.00 |
| " Interest on same for eight months | <u>12.00</u> |
| Bal due to 28 Nov. 1905 | \$2534.00 |
| To amount of insurance premium paid | <u>11.40</u> |
| | \$2545.40 |
| off insurance chgd in expenses | <u>11.40</u> |
| | \$2534.00 |

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 21st day of of November in the year Nineteen hundred and five before me the subscriber a Deputy Clerk of the Circuit Court for Anne Arundel County personally appeared the within named Tilghman C. Tucker and made oath that the foregoing is true statement of mortgage debt due by Rodney V. Wynkoop to the 28th day of Nov. 1905.

W. N. Woodward, Deputy Clerk

Ct. Ct. For A. A. Co.

Bond Filed 27th Nov. 1905.

Know all men by these presents.

That we James R. Brashears, of Anne Arundel County and State of Maryland, and the United States Fidelity and Guaranty Company, a body Corporate of the City of Baltimore in said State are held and firmly bound unto the State of Maryland in the full and Just sum of Five Thousand 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 and administrators jointly and severally, firmly by these presents; sealed with our seals and dated this 27th day of November in the year one thousand nine hundred and five.

Whereas the above bounden James R. Brashears is the Attorney named in a mortgage from Rodney V. Wynkoop to Tilghman C. Tucker dated the 28th day of March 1903, and recorded among the Land Records of said County in Liber G. W. No 30, folios 283 & c.,

And whereas by said mortgage certain real estate was conveyed to secure the payment of \$2500.00 and interest thereon; and whereas default has been made in the terms and condition of said mortgage by the failure to pay the interest and a part of the principal sum and the

said James R. Brashears as Attorney in execution of the power of sale therein, is now about to sell the property named in said mortgage.

Now The Condition of the Above Obligation Is Such, That if the above bounden James R. Brashears do and shall abide by and fulfill any order or decree which 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 Nannie S. Stockett

Jas. R. Brashears (Seal)
Frank H. Stockett
Julian Brewer Attorneys for United States Fidelity and Guaranty Company as per power of Attorney filed in the Circuit Court for Anne Arundel County Maryland.

Eugene Iglehart

(Corporate Seal)

In the Matter of the Mortgaged Real Estate of Rodney V. Wynkoop

No 2770 Equity,
In the Circuit Court for Anne Arundel

Report of sale Filed 28th Nov. 1905.

To the Honorable Judges of said Court

The Report of James R. Brashears, Attorney, named in a mortgage from Rodney V. Wynkoop to Tilghman C. Tucker, dated the 28th day of November 1903, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 30 folio 283 &c. respectfully shows

That after given bond with security for the faithful performance of his trust and after having complied with all the other prerequisites as required by law and the terms of said mortgage and given notice of the time place, manner and terms of sale by advertisement in the Anne Arundel Advertiser, a newspaper published in Anne Arundel County, at least twenty days before the day of sale and also by hand bills extensively circulated he did pursuant to said notice attend at the Court House Door, in the City of Annapolis, on the 28th day of November 1905, at eleven o'clock A.M. and then there proceeded to sell said property in manner following, that is to say;

He offered at public auction to the highest bidder all of the property mentioned in said mortgage, it being a tract of land containing three hundred and two (302) acres more or less, situate in the First Election District of said County, near Davidsonville; and being the same land that was conveyed to the said Rodney V. Wynkoop by Cora J. Fisher and husband by deed dated the 24th day of August 1901, and recorded among said land records in liber G.W. No 22, folios 327 &c. And he sold the same to Frank R. Biedeler at and for the sum of Thirty Nine Hundred dollars (\$3900.00) he being at that price the highest bidder therefor.

Respectfully submitted.

Jas. R. Brashears Attorney named in said mortgage

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 28th day of November in the year Nineteen hundred and five before me the subscriber a Deputy Clerk of The Circuit Court for Anne Arundel County personally appeared James R. Brashears, Attorney and made oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and be-

lief; and that the sale was fairly made.

Wm.N.Woodward Deputy Clerk,

Ct.Ct for A.A.Co.

Agreement of Ratification Filed 28th Nov.1905.

We hereby agree to the immediate ratification of the sale made and reported by James R. Brashears, Attorney, as set forth in the report of sale.

| | |
|------------------------------------|-----------------------------|
| Witness as to signature of | Rodney V.Wynkoop |
| Rodney V.Wynkoop, Louis Woodruff. | Frank R.Biedler |
| Witness as to signature of | Jas, R.Brashears |
| Frank R.Biedler, , Bessie Henrichs | Atty named in the mortgage. |

| | |
|----------------------------------|-----------------------|
| In the matter of the Mortgaged | 2770 Equity. |
| Real Estate of Rodney V. Wynkoop | In Ct Ct. For A.A.Co. |

Order of Final Ratification 7th day of Decr. 1905.

Ordered by the Circuit Court for Anne Arundel County this 7th day of December in the year Nineteen hundred and five that the sale reported in the foregoing report be and the same is hereby finally ratified and confirmed the parties interested therein having agreed there to in writing above and that the attorney is allowed the usual commissions and such other proper expenses as he shall produce vouchers for to the auditor to whom this case is referred for a statement of account.

Jas.Revell.

| | |
|---------------------------------|---|
| In the matter of the mortgaged | No 2770 Equity, |
| Real Estate of Rodney V.Wynkoop | In the Circuit Court for Anne Arundel Co. |

Petition for substitution of Charles C.Bassford in the Place of
Frank R.Biedler, Filed 7th December 1905.

To the Honorable the Judges of the said Court.

Your petitioners, Frank R.Biedler and Charles C.Bassford respectfully represents.

That at the sale of the Real Estate mentioned in these proceedings the said Frank R. Biedler purchased the same it being a tract of land containing three hundred and two acres (302 more or less, situate in the First Election District of said County near Davidsonville at and for the sum of Thirty nine hundred dollars, (\$3900.00)

That the said sale has been reported to this Court for ratification; but before the same was ratified the said Frank R.Biedler sold said property to the said Charles C.Bassford.

Your petitioners pray your Honors to pass an order substituting the said Charles C,Bassford as purchaser in the place of Frank R.Biedler.

And as in duty &c.

Frank r.Biedler

Charles C.Bassford.

State of Maryland, Baltimore City to-wit;

I hereby certify that on this 29th day of November in the year nineteen hundred and five before me, the subscriber a Notary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared the within named Frank R.Biedler and acknowledged the

aforegoing petition to be his act,

Witness my hand and seal Notarial

(Notary Public)

Thos.Kell Bradford,
Notary Public.

Order of Court 7th December 1905.

Ordered by the Circuit Court for Anne Arundel County, in Equity this 7th day of December in the year Nineteen hundred and five upon the aforegoing petition of Frank R.Biedler and Charles C.Bassford that the said Charles C.Bassford be and he is hereby substituted as purchaser in the place and stad of the said Frank R. Biedler; and that the attorney named in said Mortgage be and he is hereby authorized and directed to convey unto the said Charles C.Bassford the prop- ertu mentioned in said petition and the report of sales as sold to the said Frank R.Biedler upon the payment of taa whole of said purchase money due to the said Attorney.

Jas. Revell.

I hereby assent to the passage of the above order.

James R.Brasgears Attorney named in the mortgage filed in these proceedings.

In the Case of the Mortgaged
Real Estate of Rodney V.Wynkoop

In the Circuit Court
for Anne Arundel County

Auditor's Report & Account Filed 9th December 1905.

To the Honorable the Judges of said Court;

The Auditor reports to the Court thAt he has examined the proceedings in the above entitled cause, and from them has stated the within account in which costs commissions and expenses are first allowed then the mortgage debt in full and a balance to the mortgagor. All of which is repsectfully submitted.

James W.Owens, Auditor.

Dr. The Mortgaged Real Estate of Rodney V. Wynkoop in ac. with James R. Brashears Attorney. Cr.

| 1905 | | | b | 1905 | |
|---------|--|---------|-----------|--------|-------------------------------------|
| Nov. 28 | To the Attorney for his commissions | | \$147 00 | Nov 28 | By proceeds of sale of |
| " " | " " " " " " expenses, viz: | | | | real estate as per report \$3900 00 |
| " " | " Advertising A.A. Advertiser | 24 00 | | | |
| " " | " Auctioneer, J. Roland Brady | 16 00 | | | |
| " " | " Insurance | 11 40 | \$ 51 40 | | |
| " " | " The Attorney for Court Costs | | | | |
| " " | " Solicitor | 10 00 | | | |
| " " | " Clerk Circuit Court | 10 20 | | | |
| " " | " auditor | 9 00 | 29 20 | | |
| " " | Tilghman C. Tucker Mortgagee in full of mortgage claim filed | | \$2534 00 | | |
| " " | Rodney V. Wynkoop Mortgagor | | | | |
| | this balance | 1138 40 | 1138 40 | | |
| | | | 3900 00 | | \$3900 00 |

In the matter of the sale of the
Mortgaged Real Estate of
Rodney V. Wynkoop

In the Circuit Court
for
Anne Arundel County

Order Nisi January 5th 1906.

Ordered this 9th day of December 1905, That the Report and Account of the Auditor, filed in the above entitled cause Be Ratified and Conformed unless cause to the contrary be shown on or before the 2nd day of January 1906, Provided a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of Two successive weeks before the third day of January 1906,

Jas. Revell Associate Judge
5th Judicial Circuit of Md.

Certificate of Pub. of Order Nisi Filed 5th Jan. 1906.

Annapolis Md. Jan. 4th 1906.

I certify that the annexed Order Nisi in the matter of the Mortgaged Real Estate of Rodney V. Wynkoop was published in The Advertiser, a newspaper published in the City of Annapolis, once a week for three successive weeks before the 2nd day of January 1906, The First insertion being made the 14th day of December 1905.

W. Meade Holladay, Publisher.

Final Order January 5th 1906.

In the Circuit Court for Anne Arundel County.

Ordered by the Court, this day 5th of January 1906, that the foregoing 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 notice appears to have been given the insertion being 3 times instead of 2 which does no harm, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has neen or may be received.

Jas Revell.

Release from Rodney V. Wynkoop to James R. Brashears

Filed 15th day of January 1906.

Christian Danmeyer

No. 2809 Equity

Vs.

In the

Washington G. Tuck, Sophia Fuchs, Widow,

Anne Arundel County

Frank H. Thompson and Rose Thompson

his wife, Edith Thompson unmarried,

J. Guy Thompson, Harry P. Levely and

Rachel S. Levely his wife, Phoebe

Levely unmarried, Mary Levely, Lee

Hammond Levely and Evelina Levely,

Infants, widow and children of Tuck

Levely, Fanny Levely Emily Levely and Fanny

Levely Jr. widow and children of William P.

Levely, Lucy Tuck unmarried, Julia Barrett Plunkett #####

and Charles P. Plunkett, U.S.N., her husband, Charles Petchall

Plunkett, Clement Tuck Plunkett and Julia

Tuck Plunkett, Infants and Dennis Claude

and W. Hallam Claude, Trustee and the widow and infants

heirs of Herman W. Thompson deceased

Bill of Complaint with three Exhibits

Filed 27th March 1906.

To the Honorable the Judges of the Circuit Court for Anne Arundel County;

The Bill of Complaint of Christian Danmeyer of Anne Arundel County respectfully represents unto your honors;

1. That a certain Washington G. Tuck late of Anne Arundel County deceased, died, testate in or about the year 1859, seised and possessed of a certain lot of ground and premises in the city of Annapolis having a frontage of seventy feet, more or less, on State Circle and a like frontage on Main or Church Street, formerly his residence and which he devised by his will, duly probated, to his widow, Rachel, who dying intestate, the same be came vested in his heirs at law, to-wit; the said Washington G. Tuck, Sophia Fuchs, Mary Jane Tuck unmarried, Sarah Thompson wife of Dennis Thompson, Emily Levely wife of Harry Levely Rachel Claude, wife of Dr. Abram Claude and W. Clem. Tuck,
2. That on or about the year 1884, the taxes upon the said real estate at that time still vested in the heirs at law of Washington G. Tuck deceased, becoming overdue, the said property was offered at tax sale by Thomas J. Duvall, Collector, of the State County and School taxes for Anne Arundel County, and by him sold at the Court House Door, unto Abram Claude, Husband of the said Rachel Claude, at and for the sum of One Thousand Dollars, which tax sale was duly reported to and finally ratified by the Circuit Court and a deed executed by the said Thomas J. Duvall unto the said Abram Claude of said property; which deed is dated August 19th 1887 and recorded among the Land Records of Anne Arundel County, in Liber S.H.No. 31 folio 161 a certified copy of which deed is herewith filed and marked "Complainants Exhibit #1".
3. That while it appears from the language of said deed that said tax sale was conducted in conformity with the the laws of Maryland regulating such proceedings, that nevertheless the papers and proceedings connected therewith have accidentally been lost or mis-laid for many

years, and the most careful and diligent searches for the same have proved futile, and the said tax proceedings were never recorded among the records of tax sales in the Court House of said County, as by law required.

4. That of the said Original heirs at law of the said Washington G. Tuck, deceased, the said Mary Jane Tuck has died, unmarried and intestate; the said Sarah Thompson and Dennis Thompson her husband, have deceased, leaving surviving them the said Frank H. Thompson and Rose his wife J. Guy Thompson, and Edith Thompson, unmarried, and the widow, and children of a deceased son, Herman W. Thompson, as their heirs at law; the said Emily Levely and Harry Levely her husband have both deceased, leaving surviving them Harry P. Levely and Rachel S. Levely his wife, Phoebe Levely, unmarried, Mary Levely and Lee Hammond Levely and Evelina Levely, widow and infant children of Tuck Levely a deceased son, Fanny Levely, Emily Levely and Fanny Levely Jr., widow and infant children of William P. Levely, a deceased son; and the said Rachel Claude and Abram Claude her husband are both deceased, as hereinafter set forth.

5. That the said Abram Claude, the purchaser of said property at tax sale as aforesaid, departed this life in 1901 leaving a last will and testament, a certified copy whereof is herewith filed and marked "Complainant's Exhibit # 2", which was duly probated in the Orphans Court for said County. That by the provisions of said will the property hereinafter referred to and purchased by the said Abram Claude at tax sale, was devised unto his sons, share and share alike with a contingent remainder in his daughters, and that by a codicil to said last will said devise was charged only in respect to the testator's son Washington C. Claude by reason of an advance made to him to the extent of One Thousand dollars as will appear by reference to said exhibit.-

6. That in order to devise said estate of the contingent remainder under the terms of said last will and testament of Dr. Abram Claude, his children united in a deed dated the 21st day of September, 1904 and recorded in Liber G.W. No. 39 at folio 296, among the Land Records of the County aforesaid, a certified copy whereof is herewith filed and marked Complainant's Exhibit 3, by the terms whereof the contingent limitation and remainder mentioned in the devise aforesaid was extinguished and defeated and the sons of the said Testator became vested with said Real Estate in its entirety free and discharged therefrom.

7. That for the purpose of selling said real estate so devised to them as aforesaid by the last will and testament of their father Dr. Abram Claude, the said Dennis Claude filed a bill in the Equity side of this Court against Washington C. Claude, Gordon H. Claude, William Hallam Claude and his sisters in a proceeding No. 2548 Equity and by a decree passed therein on the 2nd day of October, 1905, the said Dennis Claude and William Hallam Claude were appointed Trustees with authority to sell said real estate and that after having given bond and advertised the property as by said decree required, the said Trustee offered said property at public sale at the Court House door Annapolis on the 31st day of October, 1905, and sold the same to your petitioner the said Christian Danmeyer at and for the sum of Thirteen Thousand, Seven hundred and twenty five dollars, he the said Danmeyer, being then and here the highest bidder therefore, and said sale hath been finally ratified and confirmed by an order of said Court, dated Dec. 29th, 1905, all of which proceedings your petitioner prays may be taken as a part of this his petition.

8. That in compliance with the terms of sale prescribed by said decree your petitioner hath paid unto the said Trustee one third of the purchase money for said property, to wit, the sum of

of \$4,575, and hath been put in possession of the same by said Trustees, but that your Trustee but that your petitioners hath been advised that owing to the loss of the tax papers hereinbefore referred to and the failure to record the same among the proceedings of tax sales in the Circuit Court, as by law required, that a cloud has been created upon the title of the title of the property purchased by your petitioner as aforesaid, which can only be cured by a proper proceeding brought in this Court for that purpose against the heirs at law of the said Washington G. Tuck, deceased.

9. That of the heirs of the said Washington G. Tuck, the said Dr. Washington G. Tuck is residing in Annapolis; the said Sophia Fuchs, widow, is residing in Baltimore City; the said W. Clem Tuck has died leaving surviving him a daughter Lucy Tuck residing in Annapolis, a daughter Julia Barrett Plunkett wife of Charles P. Plunkett U.S.N., residing in Washington D.C., and the children of a deceased daughter Mary who married the said Charles P. Plunkett and left surviving her three children Charles Patchell Plunkett, Clem Tuck Plunkett and Julia Tuck Plunkett, all infants and residing with their step-mother; that the said Herman W. Thompson died leaving surviving him a widow and an infant child or children at one time residing in the State of Ohio, but whose residence is now unknown.

To the end therefore;

That the defect of title caused by the accidental loss of the tax papers herein, and the failure to have the same recorded, may be cured by a decree herein, and the sale aforesaid confirmed as against the heirs at law of the said Washington G. Tuck; and that your orator may have such other and further relief as his case and equity may require;

May it please your Honors;

To grant unto your orator the writ of subpoena against the said Washington G. Tuck Frank H. Thompson and Ross Thompson his wife, Edith Thompson, J. Guy Thompson, Harry P. Levely, Rachel S. Levely, Phoebe Levely, Lucy Tuck, Denis Claude, W. Hallam Claude, Fanny Levely, Emily Levely and Fanny Levely Jr., the last two being infants, all residing in Anne Arundel County Maryland, and against Sophia Fuchs, widow and Mary Levely, adults, and Lee Hammond Levely and Evelina Levely, infants residing in the City of Baltimore, commanding them to be and appear in this Court on some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein, And further, may it please your Honors to grant unto your orator an order of publication giving notice to the said Julia Barrett Plunkett and Charles P. Plunkett her husband, adults and Charles Patchell Plunkett, Clement Tuck Plunkett and Julia Tuck Plunkett, infants, all of Washington D.C. as aforesaid, who non residents of this State, of the object and substance of this Bill, and warning them to appear in this Court, in person or by solicitor on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed; and also the order of publication giving notice to the widow and unknown heirs of Herman W. Thompson, who are non residents of this State of the object and substance of this bill, and warning them to appear in this Court, in person or by solicitor on or before a certain day to be named therein, to show cause if any they have, why a decree ought not to pass as prayed; And as in duty etc;

Daniel R. Randall, Solicitor for

Complainant.

State of Maryland, Anne Arundel County, to-wit

I hereby certify this 29th day of March 1906, that before the subscriber a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Christian Danmeyer and made oath in due form of law that the matters and facts contained in the foregoing petition are true to the best of his knowledge and belief.

As witness my hand and seal notarial.

(Notary's Seal)

Jas. A. Walton

Notary Public.

Complainant's Exhibit No 1.

This deed made this nineteenth day of August in the year of our Lord, eighteen hundred and eighty seven, between Thomas J. Duvall, collector as hereinafter named, of Anne Arundel County in the State of Maryland, of the one part, and Dr. Abram Claude, of the said County and State of the other part, Witnesseth;

Whereas the property hereinafter named became chargeable, with State County and Public School Taxes, for the years 1878, 1879, 1880, 1881, and 1882, assessed, in the name of the heirs of Washington G. Tuck, late of said County deceased, and the said Thomas J. Duvall duly appointed collector of the said County and School taxes for the said named years, for the 6th collection district of said county, found it necessary by reason of the non-payment of the said taxes to proceed by way of distress or execution in the manner prescribed by law to collect the same and after complying with all the previous requisites of the law did proceed to sell and take in execution the real estate hereinafter named, assessed as aforesaid, in the names of the heirs of the said deceased, and formerly the property and in the possession of the said deceased, and up to the time of his death, and since, in the possession of his said heirs at law and after duly advertising the said property for sale in manner prescribed by law, did on Saturday the 5th of April, 1884, sell the same at the Court House Door to the said Abram Claude, he being then and there the highest bidder therefore, at and for the sum of One Thousand dollars, which said sum has been duly paid to the said Collector thereceipt whereof, is herewith acknowledged; and Whereas the said Thomas J. Duvall collector as aforesaid duly reported all his proceedings in the premises to the Circuit Court, for Anne Arundel County, and the said sale was by the said Court on the 24th day of June 1884, duly and finally ratified and confirmed, and the said purchase money having been duly paid the said collector is authorized by law to execute these presents.

Now therefore this deed witnesseth that the said Thomas J. Duvall collector as aforesaid for and in consideration of the premises and for and in consideration of the sum of One Dollar, the receipt whereof is hereby acknowledged, doth grant bargain and sell, release, confirm and convey unto the said Abram Claude, his heirs and assigns forever, all the real estate so as aforesaid sold by the said Collector, consisting of a lot of ground in the city of Annapolis in the County and state aforesaid, being the real estate whereof the said Washington G. Tuck died seized and possessed and which for a number of years passed and since his death has been in possession of Miss Mary Jane Tuck and others, the heirs of the said Washington, the same consisting of a lot of ground fronting seventy feet more or less on Church Street and extending back to the State House Circle. Together with all the buildings and improvements, thereon and adjoining or adjacent to the property of the late George E. Franklin, Misses Sallie Thompson and Mary Russell, the same being all the property so levied on and seized by the said col-

lector and sold by him and described in the proceedings in the Circuit Court, now of record therein as by reference thereto will more fully appear.

Witness my hand and seal.

Test; Jas W. Gray,

Thomas J. Duvall (Seal)

Daniel O'Loan,

State Collector.

State of Maryland, Anne Arundel County, Seb;

I hereby certify that on this nineteenth day of August eighteen hundred and eighty seven, before me, the subscriber, a Justice of the Peace in and for said County, personally appeared the above named Thomas J. Duvall, late collector as therein named, and acknowledged the foregoing deed to be his act.

Jas. W. Gray, J.P.

Recorded the 19th day of August, 1887,

Liber S.H.No. 31 folio 161.

State of Maryland, Anne Arundel County.

I hereby certify that the foregoing deed is truly taken and copied from the original recorded in Liber S.H.No. 31 folio 161 among the Land Records of Anne Arundel County aforesaid

In Testimony Whereof, I hereunto set my hand and affix the seal of the
(Corporate) Circuit Court for Anne Arundel County, this 27th day of March, 1906.
(Seal)

Geo. Wells, Clerk.

Complainant's Exhibit No. 2.

Last Will and Testament of Abram Claude.

I, Abram Claude, of Annapolis, do make and published this my last Will and Testament, To my wife I give and bequeath all my personal property absolutely, and I desire that she shall have during her life the use and enjoyment of all my real estate; after her death I give and devise all my real estate as follows; To My sons, share and share alike, the property situated on State House Circle and running through to Main Street in Annapolis, which I purchased at tax sale; provided, however, that of any of my sons shall die without issue his share shall pass to my other sons, the descendants of any deceased son by representation taking the portion to which their parent would be entitled. Y

To my daughter, share and share alike, the property situated on State House Circle and East Street in Annapolis, embracing my home and all the lots contiguous thereto, charged however with the payment of the two mortgages, one four thousand dollars, and the other for fifteen hundred and forty dollars, now covering the same; provided however that if any of my daughters shall die without issue her share shall pass to my daughters, the descendants, of any deceased daughter by representation taking the portion to which their parent would be entitled. This devise is made upon the condition that no part of or interest in the same shall be aliened or encumbered without the concurrence of four of my said daughters, or a majority of those who may be then living, and until my dwelling is sold I desire Mary B. Tuck, the niece of my wife, to have the privilege of making her home therein; in the meantime it is my wish that my married daughters, Annie J. Howard and Elizabeth H. Howard shall collect such rents as may issue from said property, and apply the same to the payment of taxes and Insurance Premiums, thereon, interest on the two said mortgages, and necessary repairs, the excess, if any, to be equally divided among all my said daughters, or the survivor of them.

I Will and direct my Executrix hereinafter named to sell my real estate situated on College Avenue in Annapolis, upon such terms and in such manner as she may think best, and apply the proceeds, or so much thereof as may be necessary in payment of on my debts, except the two mortgages above named.

All the rest and residue of my estate and property of whatever kind, and wherever situated I give devise, and bequeath to all my children, share and share alike, I constitute and appoint my wife Executrix of this my Will and I desire that she may not as such be required to give any bond.

In Witness whereof I hereunto set my hand and seal this 18th day of March, eighteen hundred and ninety eight.

A.Claude (Seal)

Signed, sealed published and declared as and for his last Will and Testament by the above named Abram Claude in the presence of us, who at his request, in his presence and in the presence of each other hereunto subscribed our names as witnesses.

J.Newton Gilbert,

Geo.W.Wilcox,

Phil. H.Tuck

This is the first codicil of the Last will and Testament of Me, Abram Claude, of the City of Annapolis, State of Maryland which said Last Will and Testament is dated the Eighteenth day of March in the Year Eighteen hundred and Ninety eight.

Whereas by my said Will I gave and devised to my sons, share and share alike, the property situated on State House Circle and running through to Main Street in Annapolis.

And Whereas by deed dated the Sixth day of May Eighteen Hundred and Ninety nine and duly recorded among the Land Records of Anne Arundel County, State of Maryland, in Liber G.W.No.13, at folio 209 &c., I conveyed to Fanny W.Claude, wife of my son Washington C.Claude, a certain lot or parcel of ground situated on St.Johns Street in said City of Annapolis, and therein particularly described,

Now therefore I will and desire that the the Lot or parcel of ground so conveyed to the said Fanny W.Claude, wife of my said Washington C.Claude, Shall work a revocal of the devise to my said son Washington Clement Claude, of his interest and estate in the property, situated on State House Circle and Main Street and so devised to my sons, share and share alike as aforesaid, to the extent of One Thousand Dollars, any interest or estate therein, however, in excess of One Thousand Dollars to remain in and to go to him as if this codicil be executed.

I further will and devise to my wife Rachel Ann Claude, absolutely the interest and estate in the property situated on State House Circle and Main Street in my Will devised to my son Washington Clement Claude to the extent of One Thousand Dollars should his said interest equal that amount, any residue or excess of said interest therein to go to my said son Washington Clement Claude as aforesaid.

In all other respects I confirm my aforesaid Will.

In Testimony whereof I have hereunto subscribed my name and affix my seal this Eighteenth day of July in the Year Eighteen hundred and Ninety nine.

A.Claude (Seal)

Signed, sealed and declared by the above named testator as and for the first codicil to his Last Will and Testament in the presence of us, who, at his request, in his presence, and in

the presence of each other, have hereunto subscribed our names as witnesses.

John Z. Bayless,

J. Newton Gilbert,

Frank H. Stockett.

Anne Arundel County SS.

On the 19th day of January 1901, came Rachel Ann Claude, and made oath in due form of law that she does not know of any Will or Codicil of Abram Claude late of said County, deceased other than the above instrument of writing, and that she received the same from the testator and that it was been in her possession until delivered to the Register of Wills and that the testator died on or about the 10th day of January 1901.

Sworn to before the subscriber.

Test; Luther A. Palmer,

Register of Wills for A.A.Co.

Anne Arundel County SS.

On this 28th day of January 1901 came J. Newton Gilbert subscribing witness to the foregoing last Will and Testament and codicil of Abram Claude late of said County, deceased, and made oath in due form of law that he did see the testator sign and seal this will; that he heard him publish pronounce and declare the same to be his last Will and Testament and Codicil, that at the time of his so doing he was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with George Wilcox, and Phil H. Tuck, Frank H. Stockett and John Z. Bayless as to the Codicil subscribed his name to this will and Codicil in his presence at his request and in the presence of each other. Sworn to before the subscriber,

Test; Luther A. Palmer,

Register of Wills for A.A.Co.

Anne Arundel County SS.

On the 30th day of January 1901 came Frank H. Stockett subscribing witness to the foregoing codicil of Abram Claude, late of said County, deceased, and made oath in due form of law that he did see the Testator sign and seal this codicil; that he heard him publish, pronounce and declare the same to be his codicil; at the time of his so doing he was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with J. Newton Gilbert and John Z. Bayless, subscribed their names as witnesses to this codicil in his presence at his request and in the presence of each other.

Sworn to before the subscriber.

Test; Luther A. Palmer,

Register of Wills for A.A.Co.

Anne Arundel County, Ss.

On the 2nd day of February, 1901 came John Z. Bayless subscribing witness to the codicil to the foregoing last will and testament of Abram Claude late of said County, deceased, and made oath in due form of law that he did see the testator sign and seal this codicil; that he heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of his apprehension of sound and disposing mind memory and understanding; and that he together with J.

Newton Gilbert and Frank H. Stockett subscribed their names as witnesses to this codicil in his presence at his request and in the presence of each other.

Sworn to in open Court.

Test; Luther A. Palmer,
Register of Wills for A.A.Co.

Anne Arundel County, SS.

On the 31st day of January 1901, came George W. Wilcox subscribing witnesses to the foregoing last Will and Testament of Abram Claude late of said County, and made oath in due form of law, that he did see the testator sign and seal this will; that he heard him publish and pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of his apprehension of sound and disposing mind, memory and understanding, and that he together with J. Newton Gilbert at his request and in the presence of each other.

Sworn to in open Court.

Test; Luther A. Palmer, A.A.Co.,
Register of Wills for A.A.Co.

In The Orphans Court for Anne Arundel County;

The Court having carefully examined the foregoing last will and testament of Dr. Abram Claude late of said County, deceased, together with the evidence adduced as to its validity, orders and decrees that the same be admitted in this Court as the true and genuine last Will and Testament of the said deceased.

Witness our hands this 5th day of February, 1901.

Alfred Ijams, G.J.
Charles h. Russell A.J.
Henry Woodward, A.J.

In the Orphans Court for Anne Arundel County;

I hereby certify that the foregoing is a true copy of the Last will and Testament and codicil of Dr. Abram Claude, on file and recorded in the office of the Register of Wills for Anne Arundel County, in Liber R.B. No. 1 folio 59 &c.,

In witness whereof I have hereunto set my hand and affixed the seal of the Orphans Court this 27th day of March A.D. 1906.

(Seal of Orphans)
Court
Beng. R. Davidson,
Register of Wills for A.A. County.

Complainant's Exhibit No. 3.

This Indenture made and executed this twenty-first day of September nineteen and four by and between Dennis Claude of the first part, Washington C. Claude of the Second part, Gordon H. Claude of the third part, William Hallam Claude of the fourth part, and Thomas B. Howard and Annie C. Howard his wife, George R. Savage and Sophia C. Savage his wife, Frank H. Stockett and Clara C. Stockett his wife, Lucy C. B. Claude and Isabel H. Claude of the fifth part.

Whereas Abram Claude late of the City of Annapolis, now deceased, the father of the parties above named of their wives did by his last will and testament duly executed so as to devise real estate, and since his death duly admitted to probate, devise among other things, as follows: To my sons share and share alike, the property situated on State Circle, and running through to

Main or Church Street in Annapolis, which I purchased at tax sale, provided however that if any of my sons die without issue his share pass to my other sons the descendants of any deceased son by representation taking the prortion to which their parent would be entitled And whereas it is the wish and purpose of all the parties to this indenture, that the contingent limitation mentioned in the devise aforesaid shall be annulled extinguished and defeated so that the sons of the testator shall each have, enjoy, possess and be invested with the title to the property devised to him, free clear and discharged from the limitations by which it is now encumbered. So that he may hold the same in entirety.

Now this Indenture Witnesseth, that in consideration of the premises and of one dollar in hand paid by each of the parties of the first part, second, third and fourth parts, to the oher of said parties and of one dollar in hand paid by each of them to the parties of the fifth part, and of other good and valuable considerations. That the parties of the first part, second, third, and fourth parts do mutually grant and convey each to the oher all their right, title, and interest in the contingent limitation in the devise above mentioned, so that each one may hold his share in entirety. And that the parties of the fifth part do convey to the parties of the first, second third and fourth parts, all their right title and interest in the aforesaid contingent limitaton in such manner that the said parties may each hald his share in entirety.

Witness the signatures and seals of the parties to this indenture;

| | | |
|-----------------------|------------------------|---------|
| Test; | Dennis Claude | (Seal) |
| John N. Davis | W. Hallam Claude | (Seal) |
| as to first six. | W. Clement Claude | (Seal)) |
| | Gordon H. Claude | (Seal) |
| | Annie C. Claude | (Seal) |
| | Lucie C. B. Howard | (Seal) |
| | George R. Savage | (Seal) |
| | Sophie C. Savage | (Seal) |
| | Clara C. Stockett | (Seal) |
| | Frank H. Stockett | (Seal) |
| | Thomas B. Howard | (Seal) |
| Test; David McBarney. | Isabella Howard Ckaude | (Seal) |

State of Maryland Anne Arundel County, to-wit;

I hereby certify that on this 21st day of September, 1904, before the subscriber a Justice of the Peace of the State of Maryland in and for the county aforesaid personally appeared Dennis Claude, W. Hallam Claude, Gordon H. Claude, W. Clement Claude, Annie C. Howard and Lucie C. B. Claude and each acknowledged the aforegoinh deed to be their respective act.

John N. Davis Justice of
the Peace

State of Pennsylvania, County of Philadelphia, Ss.

Personally appeared before me the subscriber a Notary Public of the Commonwealth of Pennsylvania residing in Philadelphia George R. Savage and Sophie C. Savage who each acknowledged the foregoing deed to be their respective act.

(Notary's Seal) David McMarney,

Commission expires Jan, 18 1907) 15th & Federal Sts. Phil. Pa.

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this ninth day of December in the year nineteen hundred and four, before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County personally appeared the above Clara C. Stockett and Frank H. Stockett her husband Thomas B. Howard and Isabella Howard Claude and each acknowledged the foregoing instrument of writing to be their respective act and deed.

Witness my hand and Notarial Seal

(Notary's Seal)

Nannie S. Stockett, Notary Public.

Recorded 15th ~~###~~ December 1904.

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that the foregoing is truly taken and copied from Liber G.W.No. 29 at folio 296 &c. One of the Land Records of Anne Arundel County.

In Testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 27th day of March A.D. 1906.

(Seal of Court)

Geo. Wells, Clerk.

Subpoenas issued as prayed and returned summoned. Endorsed, Joshua Linthicum, Sheriff.

Subpoenas Issued as prayed and returned summoned. Endorsed. George W. Padgett, Sheriff

Christian Danmeyer

No 2809 Equity

Vs.

In the

Washington G. Tuck, Julia Barrett Plunkett

Circuit Court

Charles P. Plunkett her husband, Charles

for

Petchell Plunkett Clement Tuck Plunkett,

Anne Arundel

Julia Tuck Plunkett, and the unknown

County.

widow widow and Infant heir or heirs of

Herman W. Thompson, and others.

Order of Publication Filed 28th March 1906.

The Object of this Suit is to procure a decree to quiet the title of property whereof Washington G. Tuck, late of Anne Arundel County died seized, and to ratify and confirm the sale thereof.

The Bill states that a certain Washington G. Tuck late of Anne Arundel County died in 1859 seized of a certain lot of ground and premises in the city of Annapolis, fronting seventy feet on Main Street and running back to State Circle, and that said property remained in the possession of his children and heirs at law until the same was sold by Thomas J. Duvall, Collector, of State, a County and School taxes in July 1884, by reason of default in the payment of the taxes for 1878-1879 etc, and that the property was conveyed unto Abram Claude by deed of said Collector dated August 19th, 1887. That the proceedings of said tax sale have accidentally been lost and were never recorded among the records of tax sales in the Clerks Office as by law required. The Bill then recites the names of the surviving heirs at law of the said Washington G. Tuck, including a son and a daughter and the children of deceased sons and daughters, among whom are Julia Barrett Plunkett, Charles P. Plunkett, her husband, Charles Petchell Plunkett, Clement Tuck Plunkett, Julian Tuck Plunkett, and the unknown widow and heir or heirs of Herman W. Thompson, grand children of the said Washington G. Tuck, deceased. That the property re-

in the possession of Dr. Abram Claude, its purchaser, until it was devised by his will, to his sons, and that by a proceeding in equity in this Court for the purpose of sale, and partition Dennis Claude and W. Hallam Claude were appointed Trustees by a decree and sold the property at public sale to Christian Dammeyer, who was, then and there the highest bidder. That owing to the loss of the tax proceedings under which the property was originally sold, and the failure to record the same, the purchaser feels that a cloud rests upon the title to his property and he prays for a decree of the Court against the heirs of Washington G. Tuck, deceased, to confirm his title.

The Bill recites that Julia Barrett Plunkett, Charles P. Plunkett her husband, Charles Petchell Plunkett, Clament Plunkett and Julia Tuck Plunkett are residents of the District of Columbia and not residents of the State of Maryland, and that the widow and child or children of Herman W. Thompson, deceased are residents of the State of Ohio and not residents of the State of Maryland, and that their names are unknown.

It is thereupon this 28th day of March, 1906, Ordered by the Circuit Court for Anne Arundel County, in Equity that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in said Anne Arundel County, once in each of four successive weeks before the 28th day of April 1906, give notice to the said absent defendants of the object and substance of this bill and warning them to appear in this Court in person or by counsel, on or before the 15th day of May, 1906, to show cause, if any they have, why a decree ought not to be passed as prayed.

Geo. Wells, Clerk.

Certificate of Pub- Filed 8th May, 1906.

Annapolis, Md. May 7th 1906.

I hereby certify that the annexed Order of Publication in the matter of Christian Dammeyer Vs. Washington G. Tuck, No 2809 Equity, was published in the Anne Arundel Examiner a newspaper published in Anne Arundel County, once in each of four successive weeks before the 28th day of April, the first insertion being upon the 30th. day of March.

Daniel R. Randall,
Editor and Publisher

Christian Dammeyer

Vs.

Washington G. Tuck, Sophia Fuchs,
Widow, and others.

No 2809 Equity.
In the Circuit Court
for Anne Arundel County

Petition of Complainant for a Decree pro confesso against
certain resident, adult defendants. Filed 1st May 1906.

To the Honorable the Judges of said Court.

The Petition of Christian Dammeyer, Complainant in the above entitled cause, respectfully represents to your Honors his bill of Complaint in this proceedings on the 27th of March, 1906, praying the process against the defendants named therein, who were residents of the State of Maryland and an order of publication against the non-resident defendants; (2) That of the defendants named in said bill, who are residents of the State of Maryland, the said Washington G. Tuck, Sophia Fuchs, Frank H. Thompson, and Rose Thompson, his wife,

Edith Thompson, J.Guy Thompson, Harry P.Levely and Rachel S.Levely his wife Phoebe Levely Fannie Levely, widow of Wm.P.Levely Dennis Claude, and W.Hallam Claude, Trustees, the same being all adults, were duly summoned to appear in this Court in person or by solicitor on the first Monday of April, being the second of April, 1906, but have failed or refused to appear either in person or by solicitor to this day, though giving ample opportunity so to.

(3) That your petitioner is advised that in view of the failure of said defendants to appear and answer, that he is entitled under the rules of this Court, to have such defendants treated as in default for non-appearance and that his bill of Complaint against said defendants may be taken pro;confesso;

He therefore prays the Court to pass upon this his petition, a decree pro-confesso against the said Washington G,Tusk,Sophia Fuchs, Frank H.Thompson and Rose Thompson, his wife, Edith Thompson, J.GuyThompson, Harry P.Levely and Rachel S. Levely, his wife, Phoebe Levely Fannie Levely, widow of Wm.P.Levely, Dennis Claude and W.Hallam Claude, Trustees, adults. And as in duty bound &c.

Daniel R.Randall,
Solicitor for Petitioner.

Christian Dammeyer

vs.

Washington G.Tuck, Sophia Fuchs,
widow, and others.

No.2809 Equity,
In the Circuit Court,
for Anne Arundel County

Decree Pro-confesso May 3rd 1905, against certain defendants.

It appearing from the proceedings in this cause and the return of the Shariff, that Washington G.Tuck, Sophia Fuchs, Frank H.Thompson, and Rose Thompson, his wife,Edith Thompson, J.Guy Thompson, Harry P.Levely and Rachel S.Levely, his wife, Phoebe Levely, Fannie Levely widow of Wm.P Levely, Dennis Claude and W.Hallam Vlaude, Trustees being all adults, have been duly summoned to appear to the bill of Complaint filed against them and others in this cause, and having failed to appear thereto in person or by solicitor; it is thereupon this 3rd day of May 1906, by the Circuit Court of Anne Arundel County, adjudged, ordered, and decreed that the said bill of complaint be and the same is hereby taken pro-confesso against the said Washington G.Tuck, Sophia Fuchs, Frank H.Thompson, and Rose Thompson his wife, Edith Thompson, J.Guy Thompson. Harry P.Levely and Rachel S.Levely, his wife,Phoebe Levely, Fannie Levely, widow of Wm.P.Levely Dennis Claude and W.Hallam Claude, Trustees, Adult Defendants.

Jas.Revell.

Christian Dammeyer,

vs.

Washington G.Tuck, Julia Barrett Plunkett
Chas.P.Plunkett, her husband, Chas.Petchell
Plunkett, Clement Tuck Plunkett, Julia Tuck
Plunkett, and the unknown widow and infant
heir or heirs of Herman W.Thompson and others.

No.2809 Equity,
In the Circuit Court,
for Anne Arundel County.

Petition of Complainant for a Decree pro-confesso against certain
non-resident,defendants, Filed 17th May 1906.

To the Honorable the Judges of said Court.

The petition of Christian Dammeyer, Complainant in the above entitled cause, respectfully represents unto your Honors.

(1) That your petitioners Bill of Complaint filed in this cause, he prayed an order of publication against Julia Barrett Plunkett, Chas P.Plunkett, her husband, Chas. Petchell Plunkett, Clement Tuck Plunkett, Julia Tuck Plunkett, and the unknown widow and infant heirs or heirs of Herman W.Thompson defendants herein, who were non-residents of the State of Maryland, and such order of publication has been published in the Anne Arundel Examiner, a weekly paper published in the City of Annapolis, once in each of four successive weeks before the 28th day of April, as by certificate herewith filed as to said order of publication.

(2) That the order of publication published as aforesaid required the said non-resident defendants to be and appear in this Court, in person or by counsel, on or before the 15th day of May 1906, but that in spite of such notice, none of the said non-residents defendants appeared in person or by counsel or answered the Bill of Complaint against them and others filed herein.

(3) That your petitioner is advised that in view of the failure of said defendants to appear and answer, that he is entitled under the rules of this Court, to have such defendants treated as in default for non-appearance and that his bill of complaint against the said defendants may be taken pro-confesso; He therefore prays the Court to pass upon this his petition, a decree pro-confesso against the said Julia Barrett Plunkett, Chas.P.Plunkett, her husband, Chas.Petchell Plunkett, Clement Tuck Plunkett, Julia Tuck Plunkett, and the unknown widow and infant heir or heirs of Herman W.Thompson and others.

And as in duty bound &c

Daniel R.Randall,
Solicitor for Complainant.

Christian Dammeyer

No.2809 Equity,

Vs.

In the Circuit Court for

Julia Barrett Plunkett and others. 1906

Anne Arundel County.

May 19th 1906, Decree pro confesso

It appearing from the proceedings in this cause of the certificate of the publisher as to the order of publication, that Julia Barrett Plunkett, Chas.P.Plunkett, her husband, Chas Petchell Plunkett, Clement Tuck Plunkett, Julia Tuck Plunkett, and the unknown widow and infant heir or heirs of Herman W.Thompson non-residents defendants, have been duly notified to appear to the Bill of Complaint filed against them and others in this cause, and they failed to appear thereto either in person or by solicitor; it is thereupon this 19th day of May 1906, by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed that the said bill of complaint be, and the same is hereby taken pro-confesso against the said Julia Barrett Plunkett, Chas.P.Plunkett, her husband, Chas.Petchell Plunkett, Clement Tuck Plunkett, Julia Tuck Plunkett, and the unknown widow and infant heir or heirs of Herman W.Thompson non resident defendants

Jas.Revell

Christian Dammeyer

vs.

Lucy Tuck and others

No.2809 Equity

In the Circuit Court

for Anne Arundel County

Petition of Complainant for a decree pro confesso against

Lucy Tuck, Defendant, and for leave to take Testimony

Filed 26th May 1906,

To the Honorable the Judges of said Court,

The petition of Christian Dammeyer, Complainant in the above entitled cause, respectfully represents unto your Honors.

(1) That to your petitioners Bill of Complaint filed herewith certain Lucy Tuck unmarried was made Defendant and has been duly summoned to appear and answer the same, as will appear the Sheriff's return herein.

(2) That the said Lucy tuck has failed to appear or answer the bill within the time prescribed by the rules of Court and your petitioner is advised that he is entitled to a decree pro confesso against the said Lucy Tuck by reason of her said default; and to take testimony in support of his Bill.

Your petitioner therefore prays your Honors to pass upon this his petition a decree pro-confesso against the said Lucy Tuck; and further that leave be granted him to take testimony before one of the Standing Examiners of this Court.

And as in duty bound &c.

Daniel R.Randall, Solicitor.

for Complainant.

Christian Dammeyer

vs

Lucy Tuck and others

No. 2809 Equity,

In the Circuit Court for

Anne Arundel County

It appearing from the proceedings in this cause that Lucy Tuck, one of the Defendants, has been duly summoned to appear to the Bill of Complaint against her and others filed in this cause, but has failed to appear either in person or by Solicitor; it is thereupon this 26th day of May 1906, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the said Bill of Complaint be and the same is hereby taken pro confesso against the said Lucy Tuck, a resident defendant and leave is hereby granted the plaintiff to take testimony to support the allegations of this bill.

Jas.Revell, Circuit Judge.

Christian Dammeyer,

vs.

Washington G.Tuck and others,

No.2809 Equity,

In the Circuit Court for

Anne Arundel County

Testimony Filed 1st June 1906.

Thursday May 31st 1906.

Present; Daniel R.Randall, Solicitor for Complainant,

Jeary L.Smith, Examiner,

Miss Baldwin, Stenographer.

Pursuant to an order of Court Passed on the 26th day of May, 1906, in the above entitled

cause, referring the proceedings to the Examiner for Testimony, the following testimony was taken in the office of Daniel R,Randall, Esq., Arundel Building, Annapolis, Maryland, at 11.00 A.M.

The Examiner first administered the oath to the Stenographer, and then the following testimony was Taken.

Daniel R.Magruder, witness of lawful age , produced on the part of the Complainant, being first duly sworn deposes and says;

- 1.Q. State your name, residence and occupation?
- 1.A. Daniel R.Magruder, Attorney at law, I reside at State Circle, Annapolis.
- 2Q. Do you know the parties to this proceeding, or any of them?
- 2A. I know them all, I think.
- 3Q. Did you know the late Washington G.Tuck of Annapolis and the real estate to which he died seized and possessed, running through from State Circle to Main Street or Church Street?
- 3A. Yes I knew him from about the year 1846 to the time of his death. I have known the property from the time to the present time.
- 4Q. Were you directly or indirectly concerned in its conveyance from Thomas J.Duvall, Tax Collector, to Dr.Abram Claude and if yea, state at large concerning that conveyance and the causes leading thereto, if you know them?
- 4A. Yes, a short time before the date of the deed from Thomas J.Duvall, Tax Collector, to Dr. Abram Claude of which I hold a copy in my hand while testifying and marked Complainant's Exhibit No.1. I was employed By Dr. Abraham Claude to prepare the deed from the Collector to him for that property and prepare the original deed, of which were then on file in the Clerk's Office of the Circuit Court of Anne Arundel County, being the papers referred to in the said deed. I obtained these papers from the Clerk's Office and the dates in the papers. The papers consisted of the report of sale and an order of ratification by the Court, and were in the usual and proper form for such proceedings.

To the general question under the rule the witness answers, nothing as I can now recall.

Washington G.Tuck, a witness of lawful age, produced on behalf of the Complainant, being first duly sworn, deposes and says as follows.

- 1Q. State your name residence and occupation?
- 1A. Washington G.Tuck, Postmaster of Annapolis, residing at 17 State Circle.
- 2Q. Do you know the parties to this proceeding?
- 2A. Yes, I know them all, I am one of them and a party defendant; the defendants are the surviving heirs, children, grand-children and great grand children of my deceased father, Washington G.Tuck, and are correctly named in the Bill of Complaint.
- 3Q. Do you know the real estate whereof the late Washington G.Tuck died, seized and possessed running through from State Circle to Main Street, Annapolis, if yea, please describe the same?
- 3A. Yes, I know it well and have lived there for nearly seventy four years and am still living there. It was a part of my father's real estate and after the death of his widow, my mother became vested in his heirs, of which I was one.

The lot fronts about seventy feet on Church Street and runs through to State Circle, with a like frontage on that Circle, and improved by a four story brick building and an "L" of two stories.

4Q. Please state what you know of the sale of this property by Thomas J. Duvall, and its purchase?

4A. This property was purchased at the time of sale by Dr. Abram Claude at the request of the three of the heirs, I understood that all of the heirs agreed to this sale and purchase by Dr. Claude, and I know that there was no protest against this sale and purchase. The property was sold on Saturday the 5th day of April 1884, and was purchased by Dr. Abram Claude, my brother-in-law, for \$1000, there being at least \$800 of taxes due. I think that the sale was in proper form, was ratified and that Dr. Claude obtained his deed from Thomas J. Duvall, the Tax Collector who made the sale of it.

I know that he interviewed Judge Magruder for the purpose of obtaining it. The sale was a bona fide sale, and my sisters as well as I urged Dr. Claude to buy it, which he did, agreeing that the property should remain in his hands and furnish a home for his sisters as long as he lived. Dr. Claude did not wish to buy it, but upon the solicitation of the heirs and his wife who was one of them, Dr. Claude made purchase and paid the money to the Collector.

5Q. What has been the history of the property since the tax sale to Dr. Abram Claude above referred to?

5A. Since the tax sale the property has remained vested in Dr. Abram Claude and in his heirs since his death I have paid no specific rent for the dwelling, in lieu of rent I have completely repaired the building inside and out. Other portions of the building consisting of stores on Church Street were rented by Dr. Claude and his wife, after his death by the two sons Hallam and Dennis as Trustees. I have never claimed any rents nor attempted to collect them, always recognizing Dr. Claude's title as paramount. I paid rent to the Trustees for some months after Mrs. Claude's death.

To the general question under the rule the witness answered, I do not think I can add anything to what I have already said, except that Christian Dammeier now owns the property and has been in possession since January first.

W.G. Tuck.

Dennis Claude, Esq., a witness of lawful age produced on the part of the Complainant, being first duly sworn, deposes and says as follows;

1Q. State your name, residence and occupation.

1A. Dennis Claude, Attorney at law, residing at Murray Hill, Annapolis.

2Q. Do you know the parties to this proceeding?

2A. I know them all and am a party defendant myself. So far as I know they correctly represent the heirs-at-law of our late Maternal Grandfather, Washington G. Tuck.

3Q. Do you know the real estate fronting upon Church Street and running through to State Circle whereof your grand father died seized and possessed if you please describe the same and the history of its title?

3A. It is about seventy feet square, more or less, improved with a brick 3 1/2 story building on both Main St. and State Circle, where Dr. Tuck now resides in the dwelling portion, the stores being occupied by Cristian Dammeier and Hohberger.

After my grandfather Tuck's death the property was vested in the widow for life and then descended to their children, of whom my mother was one. About April 1884, the property was sold for state, County and School taxes by Thomas J. Duvall, District Collector, of Anne Arun

del County for the District and was purchased by my father Dr. Abram Claude at public sale for \$1000. I know that my father paid the said amount and the sale was ratified and the proceedings left in the Court House for recording. I also know that the deed was drawn by Judge Magruder some time later and the property which has been in my fathers possession was legally conveyed to him. I remember looking at the tax papers myself at the time that Judge Magruder was about to draw the deed and think they were in proper and legal form. I never saw them again and understand that they cannot now be found. The property has always been in my fathers possession ever since the date of sale, he collected all the rents from the various tenants and for a number of years at various intervals I as his agent have collected the rents.

To the general question under the rule the witness answered, there is nothing else that occurs to me that would have bearing on the case, except that Christian Dammeyer bought the property last fall and is now in possession of it.

Dennis Claude.

William Woodward, a witness of lawful age, produced on the part of the Complainant, being first duly sworn deposes and says;

1Q. State your name, residence and occupation?

1A. William N, Woodward a Deputy Clerk of the Circuit Court of Anne Arundel County, residing in Anne Arundel County.

2Q. Have you in the office of the Clerk the custody of proceedings of tax sales and the books wherein such proceedings are recorded?

2A. Yes, we have.

3Q. Did you find among the papers in your office or in the record books of tax sales any proceedings relative to a tax sale conducted by thomas J.Duvall, Collector of Taxes, of the property assessed to the heirs-at-law of Washington G.Tuck deceased, and situated in Anapolis, which was sold in April 1884?

3.A. No, there is no record of any such sale and the papers cannot be found after diligent search for them, and the best of my knowledge they are not in the office of the Clerk of the Court, and no such proceeding is recorded in the books kept for that purpose.

To the general question under the rule the witness answered, No.

Wm.N.Woodward,

There being no other witness and no further time being desired this testimony is now closed and returned to this Honorable Court.

Jerry L.Smith, Examiner (Seal)

Christian Dammeyer

No 2908 Equity,

Vs.

In the Circuit Court for

Washington G.Tuck et al,

Anne Arundel County

Declaratory Decree June 18th 1906.

The proceedings in this cause having been submitted to the Court for its decree, by virtue of the provisions of Sections 26 et seq, of Article 16 of the Code of Public General Laws of Maryland, authorizing the Court to pass declaratory decrees in certain cases, I James Revell, one of the Judges of the Circuit Court for Anne Arundel County, do hereby this 18th day of of

June in the year Nineten hUndred and six, declare that the tax sale made by Thomas J.Duvall Tax Collector of the property mentioned in these proceedings, to Dr.Abram Claude, be and the same is hereby ratified and confirmed; and I do further declare that such right, title and estate as was vested in the heirs at law of Washington G.Tuck in said property, passed and became vested in the said Abram Claude, by virtue of said tax sale proceeding and the deed given by the said Thomas J.Duvall to the said Purchaser, and that such title has since vested in Christian Dammeyer, the Plaintiff in this proceeding, free, clear, and discharged from any claim of the heirs at law of Washington G.Tuck, deceased, named herein as parties defendant.

Jas.Revell Associate Judge of the
5th Judicial Circuit of Maryland

Christian Dammeyer

Vs.

Washington G.Tuck and others.

No 2809 Equity,

In the Circuit Court for

Anne Arundel County.

Opinion Of Court 18th June 1906.

I have carefully examined all the proceedings and Testimony in this Case and I am of the opinion that the relief prayed for in the Bill ~~## #####~~ should be granted.

The Testimony shows that the tax sale proceeding, conducted by Thomas J.Duvall, the then tax collector was regular and in proper form, and although there is no record of this fact apparently now in existence, so far as the testimony discloses, the evidence is sufficient in my Judgment to prove that the said tax sale was submitted to and ratified by the Circuit Court and that no exceptions was ever filed thereto by the parties interested in the real estate sold therein.

Those same parties or their representatives have been made defendants to the Bill filed in this case and have been given every opportunity of objection, if they had any legal right to be object, to the present ratification of that tax sale proceeding; but they have neither appeared nor answered, though the proceedings show that all of them have been duly cited to appear. I will therefore sign a decree in accordance with these views confirming the tax sale and declaring that the title obtained thereunder by Dr.Abram Claude has become legally vested in the plaintiff.

Jas.Revell,

Associate Judge of the 5th Judicial

Circuit of Maryland.

Declaratory Decree

Filed - June 18th 1906.

*Christian Dammeyer
vs
Washington G.Tuck, et al.*

*No 2809 Equity
In the Circuit Court for
Anne Arundel County.*

The proceedings in this cause having been submitted to the Court for its decree, by virtue of the provisions of Sections 26, et

sec. of Article 16 of the Code of Public General Laws of Mary-
 land, authorizing the court to pass declaratory decrees in certain
 cases, I, James Ferrell, one of the Judges of the Circuit Court
 for Anne Arundel County, do hereby this 18th day of June,
 in the year Nineteen Hundred and Six, declare that the tax
 sale made by Thomas J. Duwall, Tax collector, of the property
 mentioned in these proceedings, to Dr. Abram Claude, &c. and
 the same is hereby ratified and confirmed, and I do further
 declare that such right, title and estate as was vested in
 the heirs at law of Washington C. Tuck in said property,
 passed and became vested in the said Abram Claude, by
 virtue of said tax sale proceedings and the deed giving
 by the said Thomas J. Duwall to the said purchaser, and
 that such title has since vested in Christian Dammeyer,
 the plaintiff in this proceeding, free, clear and discharged from
 any claim of the heirs at law of Washington C. Tuck, deceased,
 named herein as parties defendant.

Jas. Ferrell
 Associate Judge of the 5th Judicial
 Circuit of Maryland.

Elizabeth Giddings

No 2247 Equity,

vs.

In the Circuit Court

J. West Aldridge Mary Aldridge

for

John Aldridge, Robert ^{G.} Aldridge

Anne Arundel County.

Frank H. Stockett Excr. of

Mary P. Stockett and James

M. Munroe and Frank H. Stockett

Bill of Complaint Filed 9th June 1900.

To the Honorable the Judges of said Court.

The Bill of Complaint of Elizabeth Giddings respectfully shows;

First; That the Plaintiff, together with her sister, Catherine G. Aldridge, lately deceased were seized as tenants in common of a tract of land situate in the Second Election District of Anne Arundel County near the City of Annapolis, which said tract of land was laid off into streets and avenues and buildings lots upon a plat thereof which is duly recorded in the Land Records of Anne Arundel County, and the title to which said property and the plat thereof will fully appear by reference to the Equity proceedings of record in this Court known as the case of Catherine G. Aldridge, et al. vs. George T. Melvin and which the plaintiff prays to be invoked into this cause so far as concerns the evidence of the title to the said property, and the plat thereof showing the subdivision of the said lands into the streets and avenues and buildings lots.

Second. That during the life time of the said Catherine G. Aldridge, to-wit; on the sixth day of April, Eighteen hundred and ninety seven, the plaintiff and the said Catherine and her husband, J. West Aldridge, the defendant, borrowed from a certain Mary P. Stockett, now deceased the sum of Five Thousand Dollars, and to secure the payment thereof executed to the said Mary P. Stockett a mortgage of the real estate mentioned in these proceedings, known as the West Annapolis Property.

Third, That in order to effect a sale of the said real estate at West Annapolis, the Plaintiff, together with her sister the said Catherine and her husband, the defendant, J. West Aldridge by articles or writing duly executed and sealed constituted and appointed the defendants James M. Munroe and Frank H. Stockett, their attorneys, in fact and agents to sell the said real estate upon the terms in the said Power of Attorneys set out, authorizing them to apply the proceeds of sale toward the payment of the taxes on the said property, the interest falling due on the mortgage debt and to convey to the purchasers of lots with the consent of the mortgagee lots purchased by them.

Fourth. That the said attorneys and agents were proceeding in the discharge of their duty when on the 27th day of July Eighteen Hundred and ninety nine the said Catherine G. Aldridge departed this life intestate but leaving surviving her the defendant J. West Aldridge, her husband, and three children the defendants named Mary Robert G. And John, of whom the said Robert G. And John are minors under the age of twenty-one years. That by the death of the said Catherine the intestate her interest in the said real estate passes to her said three children subject to the life estate of her surviving husband J. West Aldridge, and that the Plaintiff and the said surviving husband and children are now tenants in common of the aforesaid land, subject to the aforesaid mortgage thereon.

Fifth. That by reason of the death of the said Catherine the agency of the said Munroe and

and Stockett the defendants under the power of Attorney is ended and that by reason of the infancy of the defendants Robert G. And John there is no person authorized to carry out the purposes of the owners of the property in making sales of the said real estate and in applying the proceeds to the payment of the taxes on the land, the interest on the debt and toward providing for the payment of the said mortgage debt. That your petitioner is anxious to have the business of selling lots at West Annapolis proceed as hereinbefore but that she is powerless in the premises without the aid of this Court on account of the minority of the said Robert G. and John Aldridge in this case.

To the end Therefore, that by reason of the situation of the property and its division as aforesaid into building lots, and that by reason of the sale of a great number of the said lots in different parts of said property known as West Annapolis, and that by existence of the mortgage debt upon the said property, the said property is not susceptible of partition without loss and injury to the parties entitled thereto and it would be to the interest and advantage of all parties concerned to have the said property sold or so much thereof as might be necessary to the said ~~property~~ and that the proceeds of sales might be applied to the payment of the taxes on the said property, the insurance on the buildings, the interest on the said mortgage debt, the expenses of conducting the said business and the costs of these proceedings, and to provide a sinking fund for the payment of the said mortgage debt to the end, therefore, that the said land might be sold for the purpose hereinbefore mentioned, and that the Plaintiff may have such other and further relief as her case and Equity may require. May it please Your Honors to grant unto the Plaintiff the writ of subpoena to be directed to the said defendants commanding them to appear in this Court by some certain day to be therein named and answer the premises.

And as in duty, etc.

James M. Munroe,
Solr. for Pltff.

Subpoenas issued as prayed, and returned summoned. Endorsed, John Bowie, Sheriff.

Elizabeth Giddings

vs

J. West Aldridge et al.

No. 2247 Equity,
In the Circuit Court for
Anne Arundel County.

Answer of J. West Aldridge and Mary Aldridge, Filed 24th August 1900.

To the Honorable The Judges of said Court.

The Answer of J. West Aldridge and Mary Aldridge to the Bill of Complaint in this case respectfully shows;

First; That they admit the Allegations of the Bill of Complaint, and consent to the passage of a decree for the relief therein prayed.

Second. They further show that Mary P. Stockett, one of the defendants named in the said Bill of Complaint has departed this life, leaving a last will and testament, and therein appointing her son, Frank H. Stockett, her executor and they consent that the said Bill of Complaint may be amended as to make her said Executor a party defendant in this case.

And As in duty, etc.

Frank H. Stockett
Sol. for Adult defdts

J. West Aldridge
Mary Aldridge.

State of Virginia, County of

We hereby authorize Frank H. Stockett, Attorney at Law of Annapolis, Maryland, to appear for us in the above entitled case, and to file this as our answer to the bill of complaint in the said case;

J. West Aldridge
Mary Aldridge.

Elizabeth Giddings
vs.

No 2247 Equity,
In the Circuit Court for
Anne Arundel County.

J. West Aldridge et al.

Petition Filed 9th July 1900.

To the Honorable of the said Court.

The Petition of Elizabeth Giddings respectfully shows that John Aldridge and Robert G. Aldridge, two of the defendants in this case, are infants; that the said infant defendants have been duly summoned, and the plaintiffs pray that a guardian ad litem may be appointed to answer the bill of complaint in this case on behalf of the said defendants.

And as in duty etc.

James M. Munroe, Solicitor for Plaintiff.

Order 10th July 1900

Ordered by the Court this 10th day of July nineteen hundred, upon the foregoing petition that J. West Aldridge, the father of the infant defendants, John Aldridge and Robert G. Aldridge, be and he is hereby appointed Guardian ad Litem to said infant defendants, John and Robert G. to answer in this case the Bill of Complaint filed against them.

Jas Revell Associate Judge.

Elizabeth Giddings
vs.

No 2247 Equity,
In the Circuit Court for
Anne Arundel County

J. West Aldridge et al.

Answer Filed 9th July 1900

To the Honorable the Judges of the said Court.

The answer of John Aldridge and Robert G. Aldridge, infant defendants, by J. West Aldridge their guardian ad litem, respectfully shows.

That they neither admit nor deny the allegations of the said Bill of Complaint, but submit their rights in the premises to the protection of the Court.

And as in duty, etc,

J. West Aldridge
Guardian ad Litem.

Test; Luther A. Palmer, Register of Wills for Anne Arundel County (Seal)

Elizabeth Giddings

vs.

Mary P. Stockett et al.

Circuit Court for
Anne Arundel County
No. 2247, Equity.

Answer of Frank H. Stockett Executor of Mary P. Stockett

Filed 25th August 1900.

To the Honorable the Judges.

The answer of Frank H. Stockett Executor of Mary P. Stockett deceased, one of the defendants in this cause to the Bill of Complaint of Elizabeth Giddings against her and others in this Court exhibited.

The defendants answering says;

He admits the facts and matters set forth in said bill of Complaint so far as the same are within his knowledge and consents to the passage of such decree in the premises as may be right and proper it however being understood that under the proceedings in this cause this said defendant waives no right or privileges that have or may accrue to the estate of the said Mary P. Stockett deceased, under the mortgage heretofore executed by the said plaintiff together with with her sister Catherine Aldridge to the said Mary P. Stockett.

And he prays to be hence dismissed with his costs.

And as in duty &c.

Frank H. Stockett, Executor of
Mary P. Stockett, Defendant.

Elizabeth Giddings, et al.

vs.

J. West Aldridge, et al,

No 2247 Equity,
In the Circuit Court for Anne Arundel
County

Answer of James M. Munroe & Frank H. Stockett Filed 5th Sept 1900

To the Honorable the Judges of said Court;

The Answer of James M. Munroe and Frank H. Stockett to the Bill of Complaint in this case filed respectfully shows;

They admit the allegations set forth in the said Bill of Complaint believing them to be true and they consent to the passage of such decree or order in the premises as may be necessary to secure the relief prayed for by the Plaintiff, and they pray to be hence dismissed with their reasonable costs.

And as in duty etc,

James M. Munroe
Frank H. Stockett

Elizabeth Giddings et al

vs.

J. West Aldridge et al.

No. 2247 Equity
In the Circuit Court for
Anne Arundel County

Replication 6th September 1900.

The Plaintiff joins issue on the matters and things alleged in the Answers of the defendants filed in this case so far as the same may be taken to deny or avoid the allegations of the Bill of Complaint

James M. Munroe, Solicitor for Plaintiff.

Elizabeth Giddings et al,

No.2247 Equity

vs.

In the Circuit Court for

J.W.Aldridge et Al Petition to Take Testimony Filed in Anne Arundel County 1900.

Filed 5th September 1900.

To the Honorable The Judges of said Court.

The Petition of Elizabeth Giddings Plaintiff respectfully shows;

That this case is at issue and she prays leave of the Court to take Testimony in support of the allegations of her Bill of Complaint.

Jas.M.Munroe Solc. for Pltff.

Order of Court 5th Sept. 1900.

Ordered by the Court this 5th day of September 1900 upon the foregoing petition that leave up on the foregoing petition that leave be and it is hereby granted to the parties to this cause to take such testimony as they or either of them may desire to take before either of the standing examiners of this Court to be used at the hearing in this cases

I Thomas Jones.

Elizabeth Giddings

No2247 Equity,

vs.

In the Circuit Court for

J.West Aldridge et al.

Anne Arundel County.

Testimony filed 28th Sept. 1900.

Present; James M.Munroe, Attorney for Plaintiff,

Jerry L.Smith, Esq; Examiner;

Frank H.Stockett, Esq. Attorney for Defendants.

Daniel R.Randall, a witness of lawful age, being duly sworn deposes and says;

(By Mr. Munroe.)

Q.State your name, residence and occupation?

A.Daniel R.Randall, Attorney at Law Annapolis, Md.

Q. Do you know the parties to this suit?

A, I know all the parties intimately. The Plaintiff Elizabeth Giddings is the surviving sister of the late Mrs Catherine G.Aldridge, deceased wife of J.West Aldridge, one of the parties defendants, and mother of Mary Aldridge, John Aldridge and Robert G.Aldridge, parties defendant, Mary Aldridge the daughter is of age and the two sons, John and Robert G. are infants under the age of 21 years.

Q.State whether or not Mrs. Catherine G.Aldridge is dead, when she died and what property she left and whether or not she left a will?.

A. Mrs. Catherine G.Aldridge died in July 1899 At orkney springs, Virginia, leaving no will; her property in this county consists of an undivided interest in tract of land known as West Annapolis in the 2nd Election District of Anne Arundel County State of Maryland; which interest was subject to a mortgage given by herself and husband and Miss Giddings, her sister, to Mary P.Stockett, who is now dead and Frank H.Stockett, her son, is her Executor. That Mortgage is unpaid and is an existing lien on the whole of her real estate.

Q. You are familiar with the fact that defendants, Munroe and Stockett were the agents of the owners of West Annapolis to sell lots with a view to the payment of the mortgage debt and for

the general benefit of the parties interested as alleged in the Bill of Complaint, and that by the death of the said Catherine G. Aldridge said agency was terminated and the said sales suspended, state what in your opinion is best should be under the circumstances to provide a way to pay off the said indebtedness and generally for the best interest and advantage of the parties concerned in the matters?

A. Acquainted with the facts relative to the power of attorney and the sales of property made by Messrs Munroe and Stockett under it.

I deem it to be the interest and advantage of all the parties interested, and especially of the infant defendants that authority be continued under decree of Court in order that the mortgage debt, interest, and taxes may be paid by the sales of lots; in fact there seems to be no other possible plan by which the infants can realize anything from their interest in the West Annapolis property.

To the general question under the rule the witness says;

A. I cannot.

Daniel R. Randall.

John Wirt Randall, a witness of lawful age, being duly sworn deposes and says;-

By Mr. Munroe.)

Q. State your name, residence and occupation?

A. John Wirt Randall, Annapolis, Maryland, Attorney at law.

Q. Do you know the parties to this suit?

A. I know all the parties intimately. The Plaintiff, Elizabeth Giddings is the surviving sister of the late Mrs. Catherine G. Aldridge, deceased wife of J. West Aldridge, one of the parties defendant, and mother of Mary Aldridge, John Aldridge and Robert G. Aldridge, parties defendant; Mary Aldridge, the daughter is of age and the two sons, John and Robert

G. Are infants under the age of 21 years.

Q. State whether or not Mrs. Catherine G. Aldridge is dead, when she died and what property she left and whether or not she left a will?

A. Mrs. Catherine G. Aldridge died in July, 1899 at Orkney Springs, Virginia leaving no will. This property called West Annapolis formerly belonged to Major Luther Giddings who died intestate some years ago leaving surviving him Mrs. Catherine G. Aldridge and Miss Elizabeth Giddings his only heirs at law who were for some years sole owners of the property as tenants in common. Upon the death of Mrs. Catherine G. Aldridge in July 1899 intestate her interests in the property passed to her husband J. West Aldridge and her surviving children, Mary, Robert, and John as set in the Bill of Complaint in this case, Robert and John being under 21 years of age. The property is located in the 2nd Election District of Anne Arundel County, near Annapolis and is subject to a mortgage of \$5000 now held by Frank H. Stockett as Executor of his mother Mrs. Mary P. Stockett, the mortgage is unpaid and is an existing lien on the whole of her real estate.

Q. You are familiar with the fact that defendants, Munroe and Stockett were the agents of the owners of West Annapolis to sell the lots with a view to the payment of the mortgage debt and for the general benefit of the parties interested as alleged in the Bill of Complaint, and that by the death of the said Catherine G. Aldridge said agency was terminated and the said sales suspended, state what in your opinion is best should be done under the

circumstances to provide a way to pay off the said indebtedness and generally for the best interest and advantage of the parties concerned in the matters?

A. I am acquainted with the facts relative to the Power of Attorney and the sales of property made by Messrs Munroe and Stockett under it.

I deem it to the interest and advantage of all parties in interest, and especially of the infant defendants that the authority be continued under decree of Court in order that the mortgage debt interest and taxes may be paid by the sales of lots; in fact there seems to be no other possible plan by which the infants can realize anything from their interest in the West Annapolis property.

To the general question under the rule the witness says;-

A.I cannot.

J.Wirt Randall.

Frank H.Stockett, a witness of lawful age, being duly sworn deposes and says;-

Q.State your name, residence and occupation?

A.Frank H.Stockett Attorney at law, Annapolis Maryland.

Q.Do you know the parties to this suit?

A.I know all the parties except the two infant defendants, and the daughter, children of Mrs. Aldridge. IAm a defendant in the double capacity of Executor of My Mother and one of the former agents for the sale of the property mentioned in these proceedings under Power of Attorney from the owners to the defendants James M.Munroe and myself.

The Plaintiff here files the Examiner the original Power of Attorney and Letters of Exemplification of his Executorship aforesaid and says;-

I know the signature of the parties to the Power of Attorney except that of Mrs. Catherine G. Aldridge which however I believe to be her genuine signature.

Q.State whether or not any recent sales of West Annapolis property have been made and if not, why not, and whether there is any present demand for the same?

A. No recent sales have been made because of the death of Mrs. Aldridge whereby the authority given ny the owners to Mr.Munroe and myself terminated, since the death of Mrs. Aldridge, I have had numerous applications for the sale of lots but have been unable to entertain them because of want of authority to sell except under the mortgage which I didn't care to exercise.

Q. State whether or not the mortgage against the West Annapolis property held by you as executor of your mother is due, and if when it fell due, and what is the amount thereof?

A. The mortgage was for \$5,000 and was given in April, 1897 for three years and consequently has been overdue since last April.

Q.State what in your opinion under all the circumstances of the case is the best course to pursue for the protection of the interests of all parties concerned in the West Annapolis property

A.In my opinion there is but one course to pursue and that is to continue to dispose of that property for building purposes, and it is dedirable that authority be given to some one as soon as possible to carry out that purpose, I think that this course is particularly desirable for the best interest of Mrs.Aldridge's children but as some of them are minors and cannot appoint their own agents it is necessary for the Court to Appoint Trustees.

To the general question under the rule the witness says;-

A. I know nothing further to state.

Frank H.Stockett

There being no other witnesses and further time not being desired The Testimony is herewith closed and returned to the Court.

Jerry L. Smith (Seal) Examiner.

Power of Attorney, Filed with Examiner 14th Sept. 1900.

This power of Attorney made this sixth day of April, Eighteen Hundred and ninety seven by Catherine G. Aldridge, and J. West Aldridge, her husband, and Elizabeth Giddings, single woman all of Loudoun County, Virginia, parties of the first part, as owners of the property herein mentioned, Mary P. Stockett, widow of Francis H. Stockett, deceased, of Annapolis, Maryland, as mortgagee of the property hereinafter mentioned, party of the second part, and Frank H. Stockett, Jr. and James M. Munroe, of Annapolis Maryland, of the third part, Witnesseth;

Whereas. Luther Giddings died a widower, seized and possessed of the lands hereinafter mentioned and intestate leaving as his only heirs at law the above named Catherine G. Aldridge and Elizabeth Giddings to whom the said property was descended in fee simple. And Whereas the said Catherine G. Aldridge And J. West Aldridge her husband, and the said Elizabeth Giddings by deed of mortgage of even date herewith conveyed said property to the said Mary P. Stockett of the second part to secure a loan of Five Thousand Dollars. And whereas the said property is laid off as a suburban town on a plat thereof, duly recorded, and certain lots have been sold, and contracts given whereby the purchasers are to make partial payments, and upon the payments in full of said purchase money of said lots the said purchasers are to receive deeds therefor. And whereas other lots are also to be sold either for cash or upon the installment plan and the proceeds are to be applied by the said Frank H. Stockett, Jr. and James M. Munroe, hereinafter mentioned as attorneys for the parties hereto, as hereinafter directed. And whereas the said lien was made upon the express understanding that these presents should be executed to provide for the payment for the same when due.

Now, Therefore, This Power of Attorney Witnesseth, First, that the parties of the first and second parts hereto do hereby constitute and appoint the said Frank H. Stockett, Jr. and James M. Munroe their true and lawful attorneys for them and in their name to bargain ~~and sell, and convey and confirm the whole or any part thereof for such price or sum not less~~ however, than One Hundred Dollars for each of said lots as aforesaid, and on such terms as they think best, and for us and in our names to make, execute, acknowledge and deliver unto the purchaser or purchasers a good and sufficient conveyance of the same; excepting however, from the operation and effect of this power of Attorney "Cerralvo Cottage and the Block in which it is situated described on said plat as Block 4, the sale of which is reserved for the special agreement of the parties hereto,

And the said parties of the first and second parts do hereby constitute and appoint the said Stockett and Munroe, their true and lawful attorneys to demand, receive, collect and sue for, all sums of money which shall become due and payable to us by reason of such sale or sales, giving and granting unto our said attorneys our full power and authority to do and perform every act and everything whatsoever requisite and necessary to be done in and about the premises as fully to all interest and purposes as we might or could do

if personally present at the doing thereof.

Second. The said Stockett and Munroe as attorneys are to receive as compensation for their services under the provisions of this Power of Attorney Ten per cent.(10%) upon the gross revenues from the said West Annapolis property whether from the sales of lots or the rentals of the houses on the said property or from whatsoever other sources of revenue may come into their hands as attorneys under the powers hereby granted.

Third. After the payment of the Aforesaid Commission of 10% the said attorneys are to apply the revenues from said property from the sales thereof as follows.

- A. To the payment of the taxes levied or assessed upon the said property.
- B. To the payment of the Fire Insurance premiums for policies of fire insurance upon the buildings upon said property.
- C. To the payment of the interest due on the aforesaid mortgage,
- D. To make all such necessary repairs to the buildings on said property as will keep them in proper habitable condition, including the painting of Cerralvo Cottage.
- E. To the payment of all necessary advertisement of said property for sale or rent, or otherwise not exceeding 1% of the gross amount of sales, and such other advertisement as may be mutually agreed upon by the parties hereto.
- F. To the payment of such labor on the premises mortgaged under the direction of J. West-Aldridge as may be necessary not exceeding Twenty five dollars in any one year.

Fourth. To Deposit all the balance of the proceeds of sale, rents, issues profits and revenue derived from the said property in the Annapolis Savings Institution in the name of Frank H. Stockett, Jr., and James M. Munroe, attorneys for the parties of the first and second parts here to to be held by them in trust until the aforesaid mortgage shall fall due or be in default, and then to apply the same with all interest and dividends received thereon toward the payment of the aforesaid mortgage debt.

Fifth. In the event that the said Stockett and Munroe as Attorneys as aforesaid, shall have upon deposit a sufficient amount to pay the aforesaid mortgage debt during the period of said mortgage then they are to apply the revenues derived from the said property, after the payment of the above specific charges and expenses, toward the payment of any note or notes that the parties of the first part may owe to the Farmers National Bank of Annapolis, and the balance if any, they shall pay over to the said Catherine G. Aldridge And Elizabeth Giddings as owners of the property.

Witness our hands and seals.

| | | |
|----------------------------|-----------------------|--------|
| Test; | Catherine G. Aldridge | (Seal) |
| R. M. Preston | J. W. Aldridge | (Seal) |
| R. M. Preston & Beth | Elizabeth Giddings | (Seal) |
| As to Elizabeth Giddings & | Mary P. Stockett | (Seal) |

Elizabeth P. Stockett. Lno. Randall Magruder.

State of Virginia, County of Loudon, to wit;

I hereby certify that on this Sixth day of April in the year Eighteen hundred and ninety-seven before me the subscriber, a Notary Public of the State of Virginia in and for Loudon County aforesaid personally appeared Catherine G. Aldridge And J. West Aldridge, her husband, personally known to me, and acknowledged the foregoing power of Attorney to be their respective act and deed.

Witness my hand and Notarial Seal.

Attach certificate of proper (Notary's Seal) R.M.Preston
Court to effect that Notary Notary Public.
has duly qualified and bonded.

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 9th day of April in the year eighteen hundred and ninety -seven before me the Subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County personally appeared Elizabeth Giddings and acknowledged the foregoing Power of Attorney to be her act, and deed. And at the same time also came Mary P. Stockett within named Mortgagee and acknowledged this deed to be her act.

Witness my hand and Notarial Seal.

Jno. Randall Magruder,
(Notary's Seal) Notary Public.

Elizabeth Giddings,

No. 2247 Equity.

Vs.

In the Circuit Court for

J. West Aldridge, et al.

Anne Arundel County.

Decree Octr. 24 1900.

This cause standing ready for hearing and being submitted the proceedings were read and considered.

It is thereupon this 24th day of October in the year Nineteen hundred by the Circuit Court for Anne Arundel County, sitting in Equity and by the authority thereof, adjudged, ordered and decreed that the land mentioned in these proceedings be sold for the purpose set out in the Bill of Complaint. That Frank H. Stockett of Annapolis, Maryland, be and he is hereby appointed Trustee to make sale and 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 or by the Clerk thereof in the penalty of Two Thousand Dollars, and the said Trustee is hereby authorized to charge against the proceeds of the sales made by him the premium which he may be obliged to pay for the bond which he is required to give in this case, which said Bond shall be 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. And the said Trustee is hereby authorized to sell said property at private or public sale upon such terms and at such prices as to him may seem best; provided, however, that no whole lot fronting on any street or avenue nor on Severn River as now laid off on the revised and corrected plat of West Annapolis to be filed in the office of the Clerk of The Circuit Court for Anne Arundel County shall be sold for less than One Hundred Dollars without the consent of Elizabeth Giddings the Plaintiff and J. West Aldridge on behalf of the defendants. And provided further that in making sales of the said property the general intents and the provisions of the Power of Attorney from Elizabeth Giddings, Catherine G. Aldridge and J. West Aldridge to James M. Munroe, and Frank H. Stockett, filed in these proceedings and recorded among the Land Records of Anne Arundel County in Liber G.W. No 5. folio 394, so far as the same may be applicable to the changed relation of the parties to this suit, shall be observed by the said Trustee.

and shall govern him in the exercise of his powers in the application of the proceeds of the sales, But before making any public sale of said property or any part thereof the said Trustee shall give at least three weeks notice thereof and of the terms, time, place and manner of sale by advertisement inserted in some newspaper printed and published in Anne Arundel County or elsewhere as he may think proper, and as soon as may be convenient after such sale or sales the said Trustee shall return to this Court a full and particular report of his proceedings with an affidavit annexed of the truth thereof, and on obtaining the Court's ratification of the sale and on the payment of the whole purchase money the said Trustee shall convey the said property to the purchaser or purchasers thereof free, clear and discharged from all of the parties thereto, and of those claiming by, from or under them, and the said Trustee shall bring into this Court the money arising from the said Sales to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustee as provided in the said Power of Attorney 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, but nothing contained in this decree shall in anywise interfere with the right of Frank H. Stockett, executor of Mary P. Stockett, the mortgagee to exercise the power of sale in the said mortgage contained, mentioned in these proceedings, whenever in the Judgment of the said executor it shall be necessary for the protection of the parties interested in the said mortgage to foreclose the same however, that before exercising said power the said Executor shall file in this case a statement of his claim and of the reasons for proceeding to sell the property or any part thereof under the aforesaid mortgage.

Jas. Revell Associate Judge

5th Judl Circuit.

We hereby agree to the passage of the within decree, and also that the said Frank H. Stockett may retain out of the proceeds of any sales made by him under the power vested in him by this decree the sum of One Hundred Dollars in full payment of all the costs and expenses of this case and of the fees for prosecuting the same to decree, due James M. Munroe & Frank H. Stockett

Elizabeth Giddings

J. W. Aldridge

Mary P. Aldridge

J. W. Aldridge, Guardian ad Litem

James M. Munroe Soler, for Pltff.

Bond Filed Oct. 29th 1900.

Know all men by these presents, That we, Frank H. Stockett of Annapolis and The United States Fidelity and Guaranty Company, a body corporate duly authorized by its charter to become sole surety on bonds are held and firmly bound unto the State of Maryland, in the full and Just sum of Two Thousand (\$2,000.00) 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 by these presents, sealed with our seals and dated this 27th day of October, in the year of our Lord one Thousand nine hundred. #####

Whereas the above bounden Frank H. Stockett, by virtue of Circuit Court for Anne Arundel County, Maryland, has been appointed trustee to sell the real property mentioned in the proceedings

in the case of Elizabeth Giddings vs. J. West Aldridge et al, No. 2247 Equity, now pending in said Court.

Now the Condition of the above Obligation Is Such, that if the above bounded Frank H. Sockett do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed sealed and delivered in the presence of Julian Brewer agt., (Corporate Seal) Attest Geo. R. Callis Secretary. (5ct. Rev Stamp)

Frank H. Sockett (Seal)
The United States Fidelity and Guaranty
John R. Bland President.

Elizabeth Giddings

vs.

J. West Aldridge, et al.

In the Circuit Court

for Anne Arundel County.

No. 2247 Equity.

Petition Filed 20th Nov. 1900..

To the Honorable Judges of said Court. The Petition of Louisa Mason Terry and Elizabeth M. Porter, children and sole heirs at-law of Margaret A. Mason, late of Anne Arundel County deceased, respectfully represents unto your Honors;

First; That your petitioners mother, Mrs. Margaret A. Mason, during her life time, to wit; in the year Eighteen Ninety-two, purchased of J. West Aldridge, Catherine G. Aldridge And Elizabeth Giddings a certain lot of ground at West Annapolis, known as lot No. 3, of Block 25, fronting fifty feet upon the west side of Severn Avenue, with a depth therefrom of one hundred and fifty feet, for which said lot Margaret A. Mason paid the sum of One Hundred dollars unto the said Aldridge et al, and received from them a deed therefor.

Second. That after having said deed in her possession for many years, but without having recorded the same among the Land Records of said County the said Margaret A. Mason departed this life in the year eighteen hundred and ninety nine, leaving surviving her, and as her sole heirs-at-law your said petitioners; that said unrecorded deed, however has been lost, and your petitioners are anxious to secure a deed from the Trustee named in this proceeding confirmatory of said deed heretofore given as aforesaid.

Third. That proof of the payment by the said Margaret A. Mason in full for the lot sold her as aforesaid is found in numerous references to the same in the equity proceedings in this Court of Catherine G. Aldridge et al, vs. George T. Melvin, wherein the parties concerned admit the payment thereof as aforesaid; and your petitioners pray said equity proceedings be invoked into this cause, so far as may be necessary for their purposes as aforesaid.

Your petitioners therefor pray Your Honors to pass an order and decree upon this petition directing Frank H. Sockett, Trustee to execute unto your petitioners, or unto their late mother Margaret A. Mason, a deed for the lot so purchased by her as aforesaid in the year Eighteen Hundred and ninety two, confirmatory of the deed executed by the said J. West Aldridge et al, but unrecorded and lost.

And as in duty bound.

Daniel R. Randall,
Solicitor.

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that before the subscriber a Justice of the Peace for the State of Maryland in and for Anne Arundel County, personally appeared Daniel R. Randall and made oath in due form of Law that the matters and facts set forth in the foregoing petition are true; and further made oath that he was employed by the late Margaret A. Mason to prepare the deed from J. West Aldridge et al, to her of the lot mentioned in the above petition and did prepare the same, and that said deed was executed at the time of its preparation by J. West Aldridge acting under a certain Power of Attorney for that purpose; and he further made oath that the said J. West Aldridge has recently informed him that the consideration to wit One Hundred dollars was paid him by the said Margaret A. Mason.

-As witness my hand this 20th day of November, Nineteen Hundred.

Charles G. Feldmeyer,
Justice of the Peace.

I hereby certify that I have examined the proceedings of Catherine G. Aldridge et Al, vs George T. Melvin, No, 1577 Equity in this Court and find that Mrs. Margaret A. Mason was credited with the payment of \$100.00 as consideration for lot No. 3, of Block 25 at West Annapolis. As trustee representing all the parties in interest to this cause I consent to the passage of the decree prayed in the foregoing petition.

Frank H. Stockett, Trustee,

Elizabeth Giddings

vs.

J. West Aldridge et al.

In the Circuit Court for
Anne Arundel County,
No. 2247 Equity.

Order 21 November 1900.

Ordered this 21st day of November in the year Nineteen Hundred by the Circuit Court for Anne Arundel County, upon the Aforegoing petition of Louis M. Terry and Elizabeth M. Porter and the assent of Frank H. Stockett, Trustee, endorsed thereon, that Frank H. Stockett Trustee be and he is hereby ordered and directed to execute a confirmatory deed unto Louisa M. Terry and Elizabeth M. Porter, children and sole heirs-at law of Margaret A. Mason deceased, of lot No 3, of Block 25 at West Annapolis, according to the plat and survey thereof made and filed among the Land Records of Anne Arundel County, the same to be at the proper cost and charge of the said petitioners.

I. Thomas Jones.

Elizabeth Giddings

Vs.

J. West Aldridge et al.

Circuit Court for
Anne Arundel County
No. 2247 Equity

Trustee First Report of Sale Filed 25th April 1904.

To the Honorable the Judges.

The First Report of Frank H. Stockett, Trustee appointed by the Decree in these proceedings respectfully shows-

That acting under and by virtue of the power conferred by the said decree did on the 15th day of May 1903 sell into August Hess And May Hess his wife Lots Nos. 5 and 16, of Block 28 as

designated on Aldridge revised and corrected Plat. of West Annapolis at and for the sum of Two hundred dollars which said purchase money has been fully paid, and

Your Petitioner further reports that on the 15th day of April 1904, he also sold to the said August Hess and May Hess his wife lots Nos. 4 & 15 of Block 28 at and for the sum of \$200- Which said purchase money was paid in cash on the day of sale and

Your Trustee further reports that on the 15th day of May 1903, he sold to a certain Nelson Simms Lot No. 15 of Block 18 as designated on said plat and for the sum of One Hundred Dollars which said purchase money has been fully paid. and-

Your Trustee further reports that on the Sixth day of October 1902, he entered into a written agreement with Jacob A. Johnson and Elizabeth Johnson his wife whereby he agreed to sell unto them Lot No. 3 of Block 28 as designated on said plat at and for the sum of One Hundred and twenty five dollars but the said purchaser being unable to comply with the terms of their said agreement did wish the knowledge and consent of the Trustee on the 15th day of April 1904, assign all the right and title to August Hess and May Hess his wife, who have paid the whole purchase money to the Trustee. and

Your Trustee further reports that on the 7 day of August 1901 he sold to Frederick W. Shaw Lots Nos. 8-10 and 12 of Block 2 as designated on said plat at and for Three Hundred and Fifty dollars and took his written agreement to comply with the terms of his said purchase and Your Trustee further reports that on the 1st day of April 1904, he sold to Samuel W. Smith Lots Nos. 12 and 13 of Block 27 as designated on said plat at and for the sum of Two Hundred Dollars and received from him a written agreement to comply with the terms of his said purchase.

Your Trustee believes the prices obtained for the said several lots was fair and adequate. All of which is respectfully submitted.

Frank H. Steckett, Trustee.

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 25th day of April 1904, before the subscriber Deputy Clerk of the Circuit Court for Anne Arundel County personally appeared the above named Frank H. Steckett, Trustee as above set out and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported were fairly made.

Wm. N. Woodward, Deputy Clerk,
Circuit Court for Anne Arundel County
Maryland.

Elizabeth Giddings

vs.

J. West Aldridge et al.

Circuit Court for
Anne Arundel County
No. 2247 Equity.

Order Nisi 25th April 1904.

Ordered this 25th day of April 1904, that the sales made and reported by Frank H. Steckett Trustee in the above entitled cause be and the same be ratified and confirmed unless cause to the contrary thereof be shown on or before the 25th day of May next; provided a copy of this order be inserted in some newspaper printed in Anne Arundel County once in each of the three successive weeks before the said 25th day of May next.

The report states the property sold for \$1175.00

George Wells, Clerk

Certificate of Publication of Order Nisi 1' Report of Sale

Filed 20th June 1904.

Annapolis Md., June 17th 1904,

I hereby certify that the annexed Order Nisi in the case Of Elizabeth Giddings vs. J. West Aldridge et al was published in "The Advertiser", a newspaper published in the City of Annapolis, once a week for 3 successive weeks before the 25 day of May 1904, The First insertion being made the 28th day of April 1904.

W. Meade Holladay, Publisher.

Order 20th day of June 1904.

Circuit Court for Anne Arundel County

Ordered this 20th day of June 1904, that the sales within reported be and the same is hereby finally ratified and confirmed no cause to the contrary thereof being shown although notice appears to have been given as directed by the preceding order .

The Trustee will be allowed his expenses upon the production of the proper vouchers therefor to the Auditor.

Jas Revell.

Elizabeth Giddings

vs.

J. West Aldridge et al.

Circuit Court for

Anne Arundel County

No. 2247 Equity

Trustees Second Report of Sale Filed 17th May 1904.

To the Honorable the Judges;

The second report of Frank H. Stockett Trustee appointed by the decree in these proceedings respectfully shows-

That acting under and by virtue of the power conferred by the said decree did on or about the 15th April 1904, sell unto Edwin S. Norris Lots Nos. 1&3, of Block 2 as designated on Aldridge revised and corrected plat of West Annapolis at and for the sum of Two Hundred and twenty five dollars which said purchase money the said Edwin S. Norris is prepared to pay as soon as the sale is ratified by this Court The said Lots are situate at the North Corner of Forbes Street and Giddings Avenue and front on said Street the distance of One Hundred and one feet.

The Trustee believes the price obtained fair and reasonable.

All of which is respectfully submitted.

Frank H. Stockett, Trustee,

state of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 17th day of May 1904, before the subscriber a Deputy Clerk of the Circuit Court for Anne Arundel County personally appeared the above named Frank H. Stockett Trustee, as above set out, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Wm. N. Woodward Deputy Clerk Circuit

Court for Anne Arundel County, Maryland.

Order Nisi 17th May 1904.

Ordered this 17th day of May 1904, that the sale Made and reported by Frank H. Stockett Trustee in the above entitled cause be and the same be ratified and confirmed unless cause to the contrary thereof be shown on or before the 17th day of June next; Provided a copy of this order

order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the said 17th day of June next.

The report states the property sold for \$225.

Geo.Wells Clerk.

Certificate of Publication of Order Nisi 2, report of sale

Filed 20 June 1904.

Annapolis Md., June 17 1904.

I hereby certify that the annexed Order Nisi in the case of Elizabeth Giddings vs. J. West Aldridge et al, was published in "The Advertiser" a newspaper published in the City of Annapolis, once a week for 3 successive weeks before the 17th day of June 1904, The First insertion being made the 19th day of May 1904,

W.Meade Holladay, Publisher.

Order 20th day of June 1904.

Circuit Court for Anne Arundel County.

Ordered this 20th day of June 1904, that the sale within reported be and the same is hereby finally ratified and confirmed, no cause to the contrary thereof having been shown although notice appears to have been given as directed by the preceding order.

The Trustee will be allowed his expenses upon the production of the proper vouchers therefor to the Auditor.

JAs.Revell.

Elizabeth Giddings

vs.

J.West Aldridge et al.

Circuit Court for

Anne Arundel County

No.2247 Equity.

Trustee's Third Report of sale Filed 16th November 1904.

To the Honorable the Judges.

The Third Report of Frank H.Stockett, Trustee appointed by the decree in these proceedings respectfully shows-

That acting under and by virtue of the power conferred by the said decree he did on the Fifteenth day of November 1904, sell at private sale unto the Trustee of Maryland Avenue Methodist Episcopal Church a corporation lots 9 & 11 of Block 20 as designated on Aldridge Revised and Corrected Plat of West Annapolis at and for the sum of Three Hundred and Fifty Dollars and hastaken from the said Corporation its written agreement to comply with the terms of sale as therein fully set out.

The said lots are located as follows. Lot No.11 at the East Corner of Annapolis Street and Monterey Avenue having a front on said Street of fifty feet with a depth of one hundred and fifty feet on said Avenue And lot No.9, situate adjoining the above lot to the South-East thereof with a like front on Annapolis Street and with a depth of one hundred and fifty feet. The Trustee believes the prices are reasonable.

All of which is respectfully submitted. Frank H.Stockett, Trustee.

State of Maryland, Anne Arundel County to-wit;

I hereby certify that on this 16th day of November 1904, before the subscriber deputy clerk of the Circuit Court for Anne Arundel County personally appeared the above named Frank H. Stockett Trustee, as above set out and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made

Wm. N. Woodward, Deputy Clerk.

Order Nisi 16th Nov. 1904.

Ordered this 16th day of November 1904, that the sale made and reported by Frank H. Stockett, Trustee in the above entitled cause be and the same be ratified and confirmed unless cause to the contrary thereof be shown on or before the 16th day of December next; provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the said 16th day of December next.

The Report states the property sold for \$350.-

Geo. Wells, Clerk.

Certificate of Pub. Filed 21st day of Dec. 1904.

Annapolis, Md., Dec. 17th 1904.

I certify that the annexed Order Nisi in the Matter of Elizabeth Giddings vs. J. West Aldridge No. 2247 Equity was published in "The Advertiser," a newspaper published in the City of Annapolis once a week for 3 successive weeks before the 16th day of December 1904. The First insertion being made the 17th day of November 1904.

W. Meade Holladay, Publisher.

Order 16th November 1904.

Ordered this 16th day of November 1904, that the sale made and reported by Frank H. Stockett, Trustee in the above entitled cause be and the same be ratified and confirmed unless cause to the contrary thereof be shown on or before the 16th day of December next; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the said 16th day of December next.

The Report states the property sold for \$350.-

Geo. wells. Clerk.-

Elizabeth Giddings

vs.

J. West Aldridge, et al-

Circuit Court for
Anne Arundel County
No. 2247 Equity.

Order 22 December 1904.

Circuit Court for Anne Arundel County.

Ordered this 22nd day of December 1904, that the sale within reported be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown although notice appears to have been given as directed by the preceding order.

The Trustee will be allowed his expenses upon the production of the proper vouchers therefor to the Auditor.

JAs. Revell.

Elizabeth Giddings,

vs.

J. West Aldridge et al.

Circuit Court for

Anne Arundel County

No. 2247 Equity

Trustees Fourth Report of sale Filed 11th Jany 1905.

To the Honorable the Judges-

The Fourth Report of Frank H. Stockett, Trustee appointed by the Decree in these proceedings respectfully shows.

That acting under and by virtue of the power conferred by the said decree he did on the Twenty eighth day of April Nineteen hundred and four sell at private sale unto James W. Brown and Rosa L. Brown his wife lot No. 19 of Block 2 as designated on Aldridge Revised and Corrected plat of West Annapolis, said lot fronting on Forbes street fifty feet six inches with a depth of 180 feet at and for the sum of One Hundred and fifty five dollars and has taken from the said purchasers their written agreement to comply with the terms of sale as therein fully set out.

The Trustee believes the price obtained is fair and reasonable

All of which is respectfully submitted.

Frank H. Stockett, Trustee,

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 11th day of January 1905, before the subscriber a Deputy Clerk of the Circuit Court for Anne Arundel County personally appeared the above named Frank H. Stockett Trustee as above set out and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Wm. N. Woodward, Deputy Clerk Circuit

Court for Anne Arundel County Maryland.

Order Nisi 11th Jany. 1905,

Ordered this 11th day of January 1905, that the sale made and reported by Frank H. Stockett Trustee, in the above entitled cause had and the same be ratified and confirmed unless to the contrary thereof be shown on or before the 11th day of February next; provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the said 11th day of February next; The Report states the property sold for \$125.00-

Certificate of Publication Order Nisi Filed 18th Feby. 1905.

Annapolis Md., Feb. 18th 1905.

I certify that the annexed Order Nisi in the matter of the sale of the real estate in No. 2247 Equity Giddings vs. Aldridge was published in "The Advertiser", a newspaper published in the City of Annapolis, once a week for 3 successive weeks before the 11th day of February 1905, The First insertion being made the 12th day of January 1905.

W. Meade Holladay,

Publisher.

Elizabeth Giddings

vs.

J. West Aldridge et al.

Circuit Court for

Anne Arundel County

No. 2247 Equity.

Order 21st day of February 1905.

Circuit Court for Anne Arundel County

Ordered this Twenty first day of February 1905 that the sale within reported be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown although notice appears to have been given as directed by the preceding order.

The Trustee will be allowed his expenses upon the production of the proper vouchers therefor to the auditor.

Jas. Revell.

Elizabeth Giddings

vs.

J. West Aldridge et al.

Circuit Court for

Anne Arundel County

No 2247 Equity.

Trustees Fifth Report of Sale Filed 25th September 1905.

To the Honorable Judges.

The Fifth Report of Frank H. Stockett Trustee appointed by the decree in these proceedings respectfully shows.

That George T. Melvin acting by and under authority legally conferred on him by the owners of the land in these proceedings mentioned and prior to the filing of the bill in this cause sold lots 14 & 16 of Block 10, as designated on the plat of said land, and known as West Annapolis to Richard B. Holladay at and for the sum of Two Hundred and twenty dollars at private sale lots fronting on Munroe Street each fifty feet with a depth of One Hundred and fifty feet and collected from the said purchaser the sum of Ninety dollars on the purchase money.

The authority of the said Melvin then ceasing to make further collections the purchaser then paid to J. West Aldridge one of the parties to the cause and authorized to receive payments from purchaser, the sum of twenty dollars. The trust then being created under the bill in this cause your Trustee has received from the said Richard B. Holladay the balance of the said purchase money to wit- the sum of One Hundred and Ten dollars, Your Trustee is informed and believes that the said sums of money so collected by the said Melvin and Aldridge have been duly accounted for to the owners of the said land.

Your Trustee further believes that the price obtained for the said lots was fair and reasonable. All of which is respectfully submitted.

Frank H. Stockett, Trustee.

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 25th day of September 1905 before the subscriber Deputy Clerk of the Circuit Court for Anne Arundel County personally appeared the above named Frank H. Stockett Trustee and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made

Wm. N. Woodward, Deputy Clerk

Circuit Court for Anne Arundel County

Maryland.

Order Nisi 25th day of September 1905,

Ordered this 25th day of September 1905, that the sale reported by Frank H. Stockett, Trustee in the above entitled cause be and the same be ratified and confirmed unless cause to the contrary thereof be shown on or before the 25th day of October next; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the said 25th day of October next.

The report states the property sold for \$220.

Geo. Wells, Clerk.

Certificate of Pub-Filed 9th day of Oct. 1905.

Annapolis Md., Oct., 1905,

I certify that the annexed Order Nisi in No. 2247 equity Aldridge et al vs. Giddings was published in The Advertiser, a newspaper published in the City of Annapolis, once a week for three successive weeks before the 25th day of October 1905, The first insertion being made the 28th day of of September 1905;

W. Meade Holladay, publisher.

Elizabeth Giddings

versus.

J. West Aldridge et al

In the Circuit Court for

Anne Arundel County,

No. 2247 Equity

Order 17th day of November 1905.

Ordered by the Court This Seventeenth day of November 1905, that the sale made and reported by the Trustee Aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary havinh been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause. and the Trustee allowed the commissions fixed by decree and such other expenses as he shall produce vouchers for the Auditor.

Jas. Revell.

Elizabeth Giddings

vs.

J. West Aldridge et al

No. 2247 Equity,

Circuit Court for

Anne Arundel County,

Petition to vacate Decree, Consent and Order of Court thereon.

Filed 20th October 1905.

To the Honorable The Judges of said Court.

The Petition of Elizabeth Giddings, Plaintiff in the above entitled cause, Respectfully shows;

First; That since the institution of this suit the defendants Robert G. Aldridge, who were minors At the time of such institution have arrived at the full age of twenty one years (21) the said Robert G. Aldridge having arrived at said age on the Ninth day of October 1901, and the said John Aldridge having reached the said age of twenty one years (21) on the nineteenth day of January 1905;

Second; That the said defendants and their co-defendants J. West Aldridge, and Mary Aldridge now Mary Aldridge Fitzhugh, did by two deeds one dated August 14th, 1905, and the other dated the seventh day of October 1905, convey all their interests and estates in the lands

and premises mentioned in these proceedings to your petitioner, and that your petitioner is now the sole owner of the said lands and premises as will appear by Petitioners Exhibits Nos.1 & 2 filed herewith.

Third. That your Petitioner is now ready to pay off and obtain releases of the mortgages on the said property mentioned in these proceedings; and that upon the payment of said mortgages all the purposes of this suit will be accomplished; and your petitioner should thereafter have the right to sell and dispose of, in such manner as she may see fit, the property mentioned in these proceedings, except such parts thereof as have been heretofore sold or agreed to be sold by Frank H. Stockett, Esq., Trustee appointed in this cause, including the sales heretofore reported by the said Trustee, which are waiting the ratification of this Court.

Fourth; Your petitioner further shows that James M. Munroe and Frank H. Stockett the other defendants in this cause and Frank H. Stockett the Trustee appointed in this cause consents to the passage of the order releasing and discharging the said Trustee from the further performance of the duties of his said Trustee-ship as herein prayed-

Your petitioner therefore prays the passage of an order vacating the decree heretofore passed, in this cause, so far as it authorizes any further or additional sales by the Trustees named in said decree, and discharging said Trustee from the further performance of his duties under said decree; except however the performance and discharge of such duties as may be necessary or proper to carry out and complete the sales or agreements of sale of any part of said property heretofore made by him, and to execute and deliver proper deeds under such sales or agreements of sale, and to collect and distribute the proceeds thereof.

And as in duty etc.

Elizabeth Giddings.

State of Maryland. Anne Arundel County, to-wit;

I hereby certify that on this 20' day of October in the year Nineteen hundred and five, before me the subscriber a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Elizabeth Giddings and made oath in due form of law that the matters and facts set forth in the foregoing petition are true as herein stated.

Witness My hand and Notarial Seal.

(Notary's seal)

Nannie S. Stockett, N.P.

We hereby consent to the passage of the order prayed for in the petition.

Frank H. Stockett Trustee

James M. Munroe

Frank H. Stockett

Order 20th day of October 1905.

It is this 20' day of October 1905, Ordered by the Circuit Court for Anne Arundel County in Equity upon the foregoing petition, affidavit and consent and deeds petitioners Exhibits No. 1 and Patitioners Exhibit No. 2. that the decree heretofore passed in this cause, in so far as it authorizes any further or additional sales by Frank H. Stockett, Esquire, Trustee appointed by said decree, be and the same is hereby vacated and set aside, and that the said Trustee be and is hereby discharged from the further performance of any duties under said decree, save and except the duty of fully completing and carrying out all sales or agreements of sale for

any part of said property heretofore made by him, and executing and delivering deeds or proper conveyances to convey the property sold or agreed to be sold upon said sales or agreements of sale, and of fully accounting for and distributing the money which he has or may receive from any sales by him under the said decree; and that for these excepting purposes the said decree shall be and does hereby remain in full force and effect, and it is further ordered that the papers in this case be and the same are hereby referred to the Auditor to make such Statement or report in the premises as may be deemed necessary & proper.

Jas. Revell Associate Judge of the
5th Judl Circuit of Md.

Elizabeth Giddings
vs.
J. West Aldridge, et al.

Circuit Court for
Anne Arundel County,
No. 2247 Equity.

Trustees Statement Filed 11th July 1904.

The Trustee submit herewith a Statement of his receipts and disbursements from the time he first took charge of the estate under the decree passed in this cause, to-wit; Nov. 8th, 1900, to and including May 5th, 1904.

1900.

| | | |
|----------|--|--------|
| Nov. 8. | To cash from Stackett & Monroe, Attorneys, | \$.06 |
| Nov. 21. | " " Fred. Hambroch, bal, due on contract, | 10.00 |
| Dec. 18. | " " Charles Hollins, acct. rent, | 3.00 |
| " 131 | " " Wm. E. Sweeting, rent, | 13.50 |

1901.

| | | |
|----------|---|--------|
| Jany, 3 | " " Fred. Hambroch, on acct, rent of Lots, | 5.00 |
| " 5. | " " H.E. Pardee, contract, | 12.00 |
| Mch. 1. | " " Charles Hollins, rent, | 6.00 |
| " 20 | " " " " " " " " | 3.00 |
| " 30 | " " Fred W. Shaw, " | 72.00 |
| April 1 | " " H.E.B. Pardee, contract, | 12.00 |
| " 24 | " " Jno. W. Tucker, on acct, rent of lots 1900, | 10.00 |
| May, 21, | " " Charles Hollins " " " " " | 3.00 |
| June 29. | " " H.E.D. Pardee, in full for contract, | 159.72 |
| July 15, | " " Charles Hollins, rent, | 7.00 |
| Aug. 7, | " " Fred W. Shaw, contract (cash payment) | 50.00 |
| Sept. 27 | " " Charles Hollins Rent, | 10.00 |
| Oct. 2, | " " Fred W. Shaw, " | 72.00 |
| " 2 | " " " " " " " " contract to Nov. 7, '01, | 15.00 |
| " 4, | " " Florence A. Pardee, rent of lot for 1900, | 2.00 |
| Dec. 11 | " " Fred. W. Shaw, contract, | 15.00 |
| " 21, | " " Annapolis Golf Club on Acct of rent, | 6.577 |

1902.

| | | |
|-----------|---|-------|
| Jany. 31. | To cash from W. Hambroch ck. Rent of Lots for ' 02, | 15.00 |
| Feb. 4. | " " " " Rich. B. Holladay, contract, | 10.00 |
| Mch. 17, | " " " " Chas. Hollins, on acct. rent | 7.00 |

| | | | |
|-----------|---------|--|-------|
| Mch. 18, | To cash | Rich B.Holladay, contract | 5.00 |
| April 3 | " | " Fred W.Shaw, " | 15.00 |
| " | " | " " " on acct, of rent | 24.00 |
| " 24 | " | " Rich.B.Holladay, contract | 5.00 |
| " 28. | " | " Fred.W.Shaw, contract | 5.00 |
| " 28. | " | " " " B 1: rent to Apr. 1, '02, | 48.00 |
| June 17. | " | " Rich.B.Holladay, contract, | 10.00 |
| July 23. | " | " Fred.W.Shaw, " | 15.00 |
| Sept.13 | " | " Fred W.Hambroch, rent on acct, | 20.00 |
| " 15. | " | " Rich.B.Holladay contract | 10.00 |
| " 16. | " | " Annie M.Tucker, on acct of rent, 1900 & 1901. | 14.00 |
| " 22. | " | " Chas. Hollins, rent, | 7.00 |
| " 27 | "c | " Fred.W. Shaw, contract, | 15.00 |
| " | " | " " " "rent to Oct. 1, '02, | 72.00 |
| " 30 | " | " W.E.Sweeting on acct. rent '02, | 25.00 |
| Oct. 2 | " | " T.C.Winchester " " " " " | 5.00 |
| " 16 | " | " Jacob A.& Elizabeth Johnson cash payment contract, | 16.00 |
| " 15. | " | " Chas.Hollins, rent, | 12.00 |
| Nov. 4. | " | " J.A.& E.Johnson, contract, | 5.00 |
| " 21. | " | " Rich.B.Holladay " | 5.00 |
| Dec. 6. | " | " T.C.Winchester, bal. rent 1902, | 5.00 |
| " 1. | " | " J.A.& E.Johnson, contract | 5.00 |
| " 10. | " | " Chas. Collins rent to Dec. 1, '02, | 3.00 |
| "1903.16. | " | " Wm. E Sweeting, bal rent for 1902, | 17.00 |
| Jan.3 | " | " Fred.w.Shaw, contract, | 10.00 |
| Feb. 7. | " | " Chas.Collins, rent to Feby. 1, 03, | 3.00 |
| Mch. 9 | " | " J.A.& E Johnson, contract, | 6.00 |
| " 12. | " | " Rich.B.Holladay, " | 10.00 |
| " 14. | " | " Fred.w.Shaw " | 10.00 |
| April 17. | To CASH | from Fred W.Shaw, on acct. of rent | 56.00 |
| " 18 | " | " Chas Collins Rent to Apr, 1, '03, | 6.00 |
| " 18. | " | " " 2 " of lots | 2.00 |
| " 24. | " | " Fred.W.Shaw, rent to Apr. 1, ' 03, | 16.00 |
| May 15. | " | " Aug.Hesse, contract, | 10.00 |
| " 16. | " | " Chas.Collins, rent to May 1, '03, | 3.00 |
| " 18. | " | " Nelson Simms contract | 10.00 |
| 2 26 | " | " Rich.B.Holladay, " | 5.00 |
| June 13. | " | " Aug.Hesse " | 10.00 |
| " 18. | " | " Nelson Simms, " | 10.00 |
| " 23 | " | " J.A.& E. Johnson, " | 5.00 |
| July 8 | " | " Fred.W.Shaw, " | 20.00 |
| " 17. | " | " Aug.Hesse, " | 10.00 |
| " 17. | " | " " on acct, rent '03, | 5.00 |
| " 17. | " | " Nelson Simms, contract, | 8.00 |
| Aug. 13. | " | " Aug.Hesse " | 10.00 |

| | | | |
|--|--------------|---|----------------------|
| Aug. 13. | To Cash from | Aug.Hesse, on acct. rent 1903, | 5.00 |
| " 19. | " " | Nelson Simms, contract, | 10.00 |
| " 25. | " " | Rich.B.Holladay " | 5.00 |
| Sept. 17 | " " | August Hesse, " | 10.00 |
| " 17. | " " | August Hesse in full for rent 1903, | 5.00 |
| " 17 " | " " | Nelson Simms, contract, | 10.00 |
| " 29. | " " | W.E. Sweeting, in part payment rent 1903, | 25.00 |
| Oct. 12. | " " | J.A. & E. Johnson, contract, | 8.00 |
| " 12 " | " " | August Hesse, " | 10.00 |
| Oct. 16. | " " | Fred.W.Shaw, " | 10.00 |
| " " " | " " | " " on acct. rent | 39.00 |
| " 17. | " " | Nelson Simms, contract | 10.00 |
| " 23 " | " " | Fred.w.Shaw, bal. rent to Oct. 1, '03, | 33.00 |
| Nov 7. | " " | Chas Collins, rent to Aug. 1, '03, | 9.00 |
| " 11. | " " | August Hesse, contract | 10.00 |
| " 17. | " " | Nelson Simms, " | 5.00 |
| 1903. | | | |
| Dec. 5. | To cash from | T.C.winchester, rent for 1903, | 10.00 |
| " " " | " " | August Hesse, Contract, | 10.00 |
| " " " | " " | Wm.E.Sweting, bal rent for 1903, | 17.00 |
| " " " | " " | Nelson Simms, contract, | 10.00 |
| 1904. | | | |
| Jany. 2. | " " | Fred.W.Shaw, " | 10.00 |
| " 14. | " " | August Hesse, " | 15.00 |
| " 14. | " " | Rich.B.Holladay " | 5.00 |
| " " " | " " | Nelson Simms, " | 10.00 |
| " 22 " | " " | Fred.W.Swah, " | 10.00 |
| Feb. 15. | " " | August Hesse, " | 15.00 |
| " 17. | " " | Nelson Simms, " | 10.00 |
| Mch. 17. | " " | August Hesse, " | 15.00 |
| April 1. | " " | Sam. W.Smith " | 100.00 |
| " " " | " " | Nelson Simms | 7.00 |
| " 6. | " " | " " " Int on contract | 2.70 |
| " 12 " | " " | August Hesse, contract | 15.00 |
| " " " | " " | " " 2 Bal. due on Lot No.3. | |
| Assigned from J.A.& E.Johnson (contract) | | | 80.00 |
| " " " | " " | Interest on lot No.3. contract | 4.35 |
| " " " | " " | August Hesse, bal. on lots 5 & 6, con. | 60.00 |
| " " " | " " | August " " Interest contract, | 5.00 |
| " " " | " " | " " " " Lots 4 & 15, | 200.00 |
| " 25. | " " | Fred.w.Shaw, rent to Apr. 1, '04 | 72.00 |
| " 25. | " " | " " " contract | 10.00 |
| " 28. | " " | J.Y.& Rosa L.Brown " | 15.00 |
| May. 5. | 2 | " " " " " " | 5.00 |
| | | | \$2043.90 |

Disbursements.

1900.

| | | |
|----------|---------------------------------|----------|
| Nov. 30. | By cash paid Insurance Premiums | \$ 15.00 |
| " " | " " U.S.F. & G. Co. for bonds | 10.00 |

1901.

| | | | |
|----------|-----|---|--------|
| May 29. | " " | F.H. Stockett, Ex. on acct. of mortg. inst. due April, '01 | 120.00 |
| July 1. | " " | F.H. Stockett Ex. bal, due on mortg Int, to Apl. 6, 01 | 30.00 |
| " 18. | " " | Self for commissions to date, | 30.00 |
| " 18. | " " | B. Allen Welch, Treas, in part payment Co, taxes, 1900 | 100.00 |
| Oct. 12. | " " | F.H. Stockett, Ex. mortg, inst to Oct, 6, inst.. | 150.00 |
| " 19. | " " | Julian Brewer, premium on bond, Oct 27, 1902. | 10.00 |
| Dec. 3. | " " | Insurance Premium | 15.00 |
| " 11 | " " | F.H. Stockett commi sion to date, | 18.80 |

1902.

| | | | |
|-------------------|-----|--|--------|
| April 29. | " " | F.H. Stockett, Ex. Mortg, Inst to apr. 1902. | 150.00 |
| Oct. 13. | " " | F.H. Stockett, x. Mortg, Inst. to Oct. 6, 1902. | 150.00 |
| Nov. 28. | " " | F.H. Stockett, agent Insurance | 15.00 |
| 1903. Jany. 2. | " " | F.H. Stockett, commissions to date, | 40.15. |
| May 1. | " " | F.H. Stockett, Ex. Mortg. Inst. to Apr. 6, 1903, | 150.00 |
| June 10. | " " | F.H. Stockett, commi sion to date | 15.00 |
| July 20. | " " | Bal. Co. taxes for 1900. | 50.90 |
| Nov. 4 | " " | F.H. Stockett, Ex. Mortg. Inst to Oct. 6, 1903. | 150.00 |
| " 30. | " " | F.H. Stockett, agent Insurance pre. | 15.00 |

1904.

| | | | |
|-------------------------|------------------------------------|--|--------|
| Jany. 2 | " " | " " " " commissions to date | 32.90 |
| " 5. | " " | In part panment of Co. taxes for 1901. | 100.00 |
| April 23. | By cash paid E; Lacy Chinn Survey. | 4.00 | |
| " 25. | " " | F.H. Stockett, commissions to date. | 64.60 |
| " 25 | " " | Jos. L. Linthicum, Treas. bal. Co, taxes 1901. | 68.15. |
| " 26 | " " | F.H. Stockett, Ex. Mortg Int to April 6, 1904. | 150.00 |
| " 26 | " " | Jos. S. Linthicum Treas. Co. taxes, 1902. | 193.77 |
| May 2. | " " | Jas. M. Munroe, fee, | 36.25 |
| " 2 | " " | F.H. Stockett, fee, | 36.25 |
| Respectfully submitted. | Frank H. Stockett, Trustee. | <u>1920.77</u> | |

State of Maryland Anne Arundel County, to-wit;

I hereby certify that on this 11' day of July Nineten hundred and four before the subscriber a Notary Public of the State of Maryland in And for Anne Arundel County personally appeared Frank H. Stockett Trustee and made oath in due form of law that the annexed account, as stated is just and true,

Witness my hand and Notarial Seal.

(Notary's Seal)

Nannie S. Stockett.

Notary Public.

Elizabeth Giddings

No.2247 Equity.

vs.

Circuit Court for

J. West Aldridge et al.

Anne Arundel County.

Trustees Second Statement Filed 4th January 1906.

The Trustee herewith submits his second Statement of receipts and disbursements in the estate covering the period from the first Statement, May 5th 1904, to the terminating of the trusteeship by order of Court passed on the 20th of October, 1905.

| | | | |
|----------|---------|---|--------|
| May 19. | To cash | Jas Y.& Wesley Brown, contract, | 5.00 |
| " 23 | " | W.Wesley Brown, " Lots 12 & 13, Block 18. | 5.00 |
| June 2. | " | Jas.Y.& Rosa L.Brown, " | 10.00 |
| " 6. | " | Ed.S.Norris, Lots 1 & 3, Block 2, part pay,cash. | 10.00 |
| " 9 | " | W.Wesley Brown, Contract, | 10.00 |
| " 20. | " | Jas.Y.& Rosa L.Brown, " | 5.00 |
| " 20 | " | Richd. B.Holladay " | 10.00 |
| " 20. | " | annie Tucker, on acct rent, | 5.00 |
| " 22 | " | Ed.S.Norris, Bal. purchase money, | 215.00 |
| July 5. | " | Jas. Y.& Rosa L.Brown, Contract, | 5.00 |
| " 6. | " | W.Wesley Brown, " | 5.00 |
| " 11 | " | James Woodward, Rent from May 10,'04 June 10,'04. | 3.00 |
| 2 21. | " | Jas. Y.& Rosa L.Brown, Contract, | 10.00 |
| Aug.11. | " | Fred.W.Shaw " | 15.00 |
| " 11. | " | James Woodward, rent to July 10, 04. | 3.00 |
| " 1 | " | " " " rent on acct to aug.10,'04. | 1.00 |
| " 19 | " | Jas. Y. & Rosa L.Brown, Contract, | 10.00 |
| Sept. 6. | " | " " " " " " | 10.00 |
| " 13. | " | Jas,Woodward, Rent in full to Sept, 10. '04. | 5.00 |
| " 19. | " | Jas.Y.& Rosa L. Brown, Contract, | 5.00 |
| " 21. | " | August Hesse, rent of Lots for 1904. | 5.00 |
| Oct.6. | " | W.W.Brown, Contract, | 10.00 |
| " 10. | " | Sanl. w.Smith " | 100.00 |
| " 10. | " | " " " int on contract, | 3.00 |
| " 12, | " | James Woodward, Rent to Oct. 10, '04, | 3.00 |
| " 20. | " | Jas. Y.& R.L.Brown, Contract | 5.00 |
| Nov. 1. | " | Fred W.Shaw, " | 5.00 |
| " ,1. | " | " " " rent to Oct, 1, '04, | 72. 00 |
| " 3. | " | Jas.Y.& R.L.Brown, Contract, | 10.00 |
| " 8. | " | william E.Sweeting, on Acct of rent '04. | 25.00 |
| " 11. | " | Jas.N. oodward, Rent to Nov. 10, 'o4 | 3.00 |
| " 18. | " | Jas. Y.& R.L.Brown, Contract, | 10.00 |
| Nov.29. | To Cash | Md. Ave M.E.Church, Contract | 100.00 |
| Dec. 6. | " | Jas. Y.& R.L.Brown, " | 5.00 |
| " 13. | " | Jas.Woodward, rent to Dec. 10, '04. | 3.00 |
| " 30. | " | Md.Ave. M. Church, Contract | 50.00 |
| " 31. | " | Wm. E.Sweeting,rent to Dec. 31, '04. | 16.00 |
| 1905. | | | |
| Jany.5. | " | Jas.Y.& R.L.Brown Contract | 15.00 |

| | | | | |
|-----------|---------|------------------------|--------------------------|------------------|
| Jany. 13. | To cash | Rich, B. Holladay, | Contract | 5.00 |
| " 18 | " " | Jas Y. & R. L. Brown, | inst on contract, | 5.00 |
| " 21. | " " | Fred W. Shaw, | Contract, | 10.00 |
| Feb. 8. | " " | Md. Ave M. Church, | contract, | 6.00 |
| Mch. 8. | " " | " " " " " " | " | 3.00 |
| " 22 | " " | Thos W. Winchester, | rent block 57 for 1904. | 5.00 |
| " 27 | " " | Fred. Shaw | Contract, | 20.00 |
| Apr. 11 | " " | " " " | rent to 1st .Inst | 72.00 |
| " 18. | " " | W. W. Brown, | Contract, | 15.00 |
| " "20 | " " | Md. Ave. M. e Church, | Contract, | 3.00 |
| June 9. | " " | W. W. Brown | " | 10.00 |
| " " | " " | Md. Ave. M. E. Church, | " | 3.00 |
| " 28 | " " | " " " " " " | " | 3.00 |
| July 25. | " " | Fred. w. Shaw, | " | 20.00 |
| " 28 | " " | Chas A. Waters, | Lot 7 Block 20 contract, | 25.00 |
| Aug. 2. | " " | W. W. Brown, | Contract, | 10.00 |
| " 8 | " " | Md Ave. M. E. Church | " | 3.00 |
| " 29 | " " | Chas. A. Waters | " | 5.00 |
| Sept. 14. | " " | Md. Ave M. E. Church, | " | 3.00 |
| " 22. | " " | Fred W. Shaw, | " | 20.00 |
| " 23. | " " | Rich. B. Holladay, | " | 25.00 |
| " " | " " | " " " " " " | "Inst on Contract | 5.00 |
| Oct. 2. | " " | Chas A. Waters, | Contract | 5.00 |
| " 19 | " " | Fred. W. Shaw, | rent to Oct. 1, '05. | 72.00 |
| | | | | <u>72.00</u> |
| | | | | <u>\$3180.90</u> |

1904.

| | | | | |
|------------------|---------|--|-------|-----------------|
| June 18. | By cash | Paid W.Meade Holladay order nisi | No.29 | \$ 6.00 |
| " 22 | " " | E.L.Chinn, Survey9Brown's) | NO.30 | 4.00 |
| July 11. | " " | Jos.S. Linthicum Co. Taxes '03, | No.31 | 133.85 |
| " 11 | " " | " " " " " " " '04 | No.32 | 133.44 |
| Oct. 11 | " " | " F.H.Stockett, Ex.Mort, int due Oct.6, '04 | | 150.00 |
| Nov. 29. | " " | " Insurance premium, | No.34 | 15.00 |
| Dec. 7 | " " | " Wm.M.Abbott & Soh, | No.35 | 52.35 |
| " 177 | " " | " Advertiser, | No.36 | 3.00 |
| " 24. | " " | " Geo.Wells Clerk costs,N | No.37 | 15.60 |
| 1905. Jany.6. | " " | " F.H.Stockett, comms. to date, | No.38 | 79.20 |
| " 6. | " " | " Annapolis Savings Bk. Deposited | N.39 | 250.00 |
| Feb.18. | " " | " Advertiser, | No.40 | 3.00 |
| Apr. 24 | " " | " F.H.Stockett, Ex.Mortgage int. due Apr.6, '05 | No.41 | 150.00 |
| Sept.16. | " " | " Elizabeth Giddings, | No.42 | 5.00 |
| Oct 13 | " " | " F.H.stOckett, Ex.mort, int due Oct 6. '05 | No.43 | 150.00 |
| " 20. | " " | " F.H.Stockett, Ex. Mortg. int to 20th Inst, | No.44 | 10.00 |
| " " | " " | " F.H.Stockett, commissions to date | No.45 | 36.50 |
| Nov.21. | " " | " W.M.Holladay, Printing, | No.46 | 3.00 |
| " " | " " | " Geo.Wells Clerk cost of suit, | No.47 | 13.30 |
| | | | | <hr/> 3134.02 |
| Dec. 8. | " " | " Jas W.Owens Auditor | No.48 | 9.00 |
| | | | | <hr/> 3143.02 |
| 1906.JAN.4, | " " | " ElizAbeth Giddings | No.49 | 37.88 |
| | | | | <hr/> \$3180.90 |

Respectfully submitted

Frank H.Stockett, Trustee

State of Maryland Anne Arundel County, to-wit;

I hereby certify that on this Fourth day of January Nineteen hundred and six before me the subscriber a Notary Public of the State of Maryland in and For Anne Arundel County, personally appeared Frank H.Stockett Trustee and made oath in due form of Law that the annexed account, as stated, is just and true

Witness my hand and Notarial Seal

(Notary's Seal)

Nannie S.Stockett,

Notary Public

Catherine G. Aldridge

No. 2247 Equity,

At suit of

Circuit Court for

Elizabeth Giddings Aud

Anne Arundel County

Auditors Report on Trustees Statement

Filed 4th January 1906.

To the Honorable The Judges of said Court.

The Auditor begs leave to report that the Trustee in the above entitled case has submitted to him the Two Statements of collections and disbursements for the purpose of having an account stated.

The Statements are so full and explicit that the statement of an account would be entirely unnecessary.

The vouchers for every disbursement were filed and on examination the auditor finds them in exact conformity to the Trustee statements, and that the charges for fees and commissions are also in conformity to the Deed of Trust and the Decree. The Auditor recommends the Ratification of the Trustees accounts in place of an Auditor 's Account.

All of which is respectfully &c

Jas. W. Owens, Auditor.

Rich'd Cromwell Jr.
Geo. Hawkins Williams Executors

No. 765 Equity,
In the Circuit Court

vs.

for

Chas. F. Worthington & Eugene Worthington.

Anne Arundel County

Bill of Complaint & 2 Exhibits Filed 29th Dec. 1879.

To the Honorable the Circuit Court of Anne Arundel County.

The Bill of Complaint of Richard Cromwell Junior, and George Hawkins Williams, Executors of the last will and Charles Hammond of said County deceased, humbly shows that heretofore, to-wit; on the seventeenth day of March in the year Eighteen Hundred and sixty nine, one Charles F. Worthington of said County being indebted to them as such Executors in the sum of thirty five hundred dollars for so much money which had been lent by their said testator in his life time said Worthington, and to secure the payment of which said Worthington had mortgaged to him said Hammond, the land in said County described in said mortgage which had been duly recorded in Liber N.H.G. No. 11 folio 235 one of the Land Records Books of said County.

And upon which said mortgage debt at said time there was a large arrearage of interests your Orators agreed to lend to said Worthington an additional sum of money which with such arrears increased said indebtedness to them as such Executors to the amount of four thousand dollars and to secure the repayment of all which at the end of two years from the date thereof the said Worthington did execute and deliver to your Orators another deed of mortgage of said land in which Brice J. Worthington of said County and Nicholas B. Worthington of Prince's George's County united as grantors, for the purpose of conveying and assuring to your orators as mortgagees any right or title they might happen to have in the said land described therein; all which more fully appear by an office copy of said mortgage filed herewith as a part of this bill marked Exhibit R, C. the same having been also duly recorded among the land records of said County in Liber S.H. No. 3 folio 181 & ect-

That afterwards to-wit; on the twenty fifth day of April in the year Eighteen hundred and twenty one by deed of this date, duly recorded among the land records in Liber S.H. No. 5, folio 461 the said Charles F. Worthington for value granted and conveyed his equity of redemption in the land so mortgaged to Eugene Worthington of said County as will appear by an office copy of said deed herewith filed marked E.W.

That by various payments the said mortgage debt hath been reduced to the original sum of thirty five hundred dollars, which is not over due and unpaid, with legal interest thereon, from the 17th day of March A.D. 1878.

To the end therefore that Charles F. Worthington and Eugene Worthington may answer the premises and that the said land or so much thereof as may be necessary may be sold for payment of your Orator's claim with interest as aforesaid, and that in the event of the sale of said land not sufficing to pay your orator's said claim in full that said balance be established as due by said Charles F. Worthington and that it be adjudged and decreed that he pay the same, and that your orators may have such further or other relief as their case may require.

May it please your Honors to grant unto your Orators the writ of subpoena directed to said Charles F. Worthington and Eugene Worthington of Anne Arundel County Commanding them to appear in this Court by a day to be named to answer the premises and abide by and perform such decree as may be passed therein and as in duty &c

Geo. Hawkins Williams

Solicitor for Compla'ts.

Exhibit R.C. Filed 29 Dec. 1879.

U.S. Int Reve. \$6.00 Stamp

N.B. W. Mar. 20th 1869. This Mortgage made this seventeenth day of March in the year Eighteen hundred and sixty nine between Charles F. Worthington of Anne Arundel County, State Of Maryland, of the first part, Brice J. Worthington of Anne Arundel County, State of Maryland and Nicholas B. Worthington of Prince George's County State of Maryland of the second part and George H. Williams and Richard C. Cromwell of Baltimore City, State of Maryland executors of Charles Hammond deceased of the third part.

Whereas the said Charles is indebted to George H. Williams and Richard Cromwell executors in the sum of Three Thousand Five Hundred dollars on mortgage heretofore executed to Charles Hammond by said Charles F. Worthington and recorded in liber N.H.G. No. 11 folio 235 one of the land records books of Anne Arundel County, and whereas there is now due a considerable sum for interest on the said mortgage to-wit; interest from the first day of November eighteen hundred and sixty six, and the said Williams and Cromwell Executors as aforesaid have agreed not to foreclose the aforesaid mortgage for two years from the date of these presents And further agreed to loan to the said Charles at his request an additional sum of money, the aforesaid mortgage the interest accrued thereon and the additional sum advanced amounting in all to the sum of Four Thousand and six hundred dollars to secure the payment of which at the expiration of two years from the date hereof, and in the meantime interest thereon semi-annually these presents are executed. Now in consideration of the premises and of the said forbearance to foreclose said mortgage and also of said further advance these presents are executed said parties hereto of the second part herein uniting for the purpose of paying all their title in and to the property herein described to said mortgagors for the more effectual protection of said loan, Now therefore this deed witnesseth that in consideration of the premises and of the sum of one dollar the said Charles F. Worthington, Brice J. Worthington and Nicholas B. Worthington do grant unto George H. Williams and Richard Cromwell Executors in fee all that part of a tract or parcel of land lying in said County wherein the said Charles now resides which is called and known as the dwelling plantation or Summer Hill or by what name soever it may be known or designated which was devised to said Charles F. Worthington by the last will of his father Brice J. Worthington of record in the Orphans Court for Anne Arundel County deducting therefrom so much of said land as was conveyed by said Charles F. Worthington by deed recorded the 29th May A.D. 1850, in Liber J.H.N. No. 4, one of the Land Records Books of said County the said balance of the said land containing about three hundred acres more or less, and being the same land specified in the mortgage thereof from said Charles F. Worthington to Alexander Randall dated the 1st May A.D. 1852, and recorded among the same records in Liber N.H.G. NO. 1 folio 253 &c.

To Have and To Hold the same unto the said George H. Williams and Richard Cromwell Executors their executors administrators and assigns in fee .

Provided that if the said Charles F. Worthington shall pay to the said George H. Williams and Richard Cromwell or their legal representatives the said sum of forty six hundred dollars on or before the seventeenth day of March eighteen hundred and seventy one and in the meantime pay to the said Williams and Cromwell executors legal interest thereon semi-annually from the date of these presents, then this mortgage shall be void .

But if default be made in payment of the mortgage debt aforesaid or any part thereof, or of the interest thereon then it shall be lawful for the said George H. Williams and Richard

Cromwell executorsto sell the mortgaged premises at public sale at such time and place as they may think fit agreeably to the provisions of the Maryland Code of Public General Laws Article 64 relating to mortgages, such sale to be upon the following terms, one third part of the purchase money to be paid in cash and the balance in twoequal instalments ofone and two years with interest onthe credit payments from the day of sale, having first given at least thirty days public notice by advertisement in the County papers and by hand bills of the time place manner and terms of sale, and in the event of a sale under the powers hereby granted, the proceeds shall be applied to the payment of all claims of the said mortgagees their representatives or assigns under this mortgage whether the same shall have matured or not, and it is agreed between the said parties that until default be made in the premises the said Charles F. Worthington shall hold and possess the hereby mortgaged property, And receive the rents and profits thereof, upon paying in the meantime all taxes and assessments thereon and also the mortgage tax on the debt secured which taxes assessments and likewise the said mortgage debt the said Charles F. Worthington for himself his heirs executors administrators and assigns hereby covenants, to pay when legally demandable.

Witness our hands and seals

Test;

Chas.F.Worthington (Seal)

Henry Aisquith

Brice J.Worthington (Seal)

N.B.Worthington (Seal)

State of Maryland Anne Arundel County, Sct;

I hereby certify that on this Seventeenth day of March in the year eighteen hundred and sixty nine before me the subscriber a Justice of the Peace of the State of Maryland, in and for the County aforesaid personally appeared Charles F.Worthington and Brice J.Worthington and did each acknowledged the foregoing mortgage to be their respective act.

Robt.F.Dodson, J.P.

State of Maryland, Baltimore City, SS.

I hereby certify that on this twentieth day of March in the year eighteen hundred and sixty nine before me the subscriber a Justice of the Peace in and for Baltimore City and State aforesaid personally appeared NicholasB.Worthington and acknowledged the foregoing mortgage to be his act.

Wm.H.Hayward.

State of Maryland, Baltimore City, SS.

I hereby certify that on this 20th day of March eighteen hundred and sixty nine before me the subscriber a Justice of the Peace in and for Baltimore City and State aforesaid personally appeared George H.Williams Executor of Chas.Hammond one of the within named mortgagees and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

W.H.Hayward, J.P.

State of MarylandBaltimore City, Sct-

I hereby certify that W.H.Hayward Esquire before whom the annexed acknowledgement and affidavit were made and who has thereto subscribed his name was at the time of so doing a Justice of the Peace of the State of Maryland in and for the City of Baltimore duly commissioned and sworn

In Testimony whereof I hereto set my hand and affix the seal of the Superior Court of Baltimore City this 20th day of March A.D.1869. Geo Robinson, Clerk of the

(Seal)

Superior Court of Baltimore City.

U.S.Int. Reve.5c.Stamp } State of Maryland Anne Arundel County, to-wit;
 G.R. 20th.March A.D.1869) I hereby certify that the foregoing Deed of Mortgage is truly
 taken from Liber S.H.. No.3 folio 181&c

In Testimony whereof I hereto set my hand and affix the seal of the Circuit Court for
 Anne Arundel County this 5th day of May A.D.1879.

Sprigg Harwood, Clerk of the Circuit
 Court for Anne Arundel County.

(Seal)

U?S.Int.. Rev.2 Stamps of () This Deed made this sixth day of December eighteen
 \$ 2. each and one of \$1.00 () hundred and seventy between Charles F.Worthington
 C.F.W. Dec.9. () of Anne Arundel County in the State of Maryland of
 the First Part and Eugene Worthington of Baltimore

City in the same State of the second part. Witnesseth;

That the said Charles F.Worthington for and in consideration of the sum of four thousand
 six hundred dollars to him in hand paid by the said Eugene Worthington at and before the
 sealing and delivery of these presents doth hereby grant unto the said Eugene Worthington
 all that part of a tract or parcel of land lying in the second Election District of Anne
 Arundel County known as part of Summer Hill which was devised to the said Charles F.Worthington
 by the last will and testament of his father Brice Joh.Worthington duly recorded in
 the Orphan's Court of Anne Arundel County deducting therefrom that part of said devised
 premises which was conveyed by the said Charles F.Worthington to Brice J.Worthington by
 deed dated the thirtieth of May Eighteen Hundred and fifty and recorded in Liber J.H.N.
 No.4. one of the Land Records Books of Anne Arundel County, the parcel of land hereby
 conveyed being supposed to contain about three hundred acres of more or less, and being
 the same parcel of land which was heretofore conveyed for purposes therein specified by
 deed of mortgage from the said Charles F.Worthington to George H.Williams and Richard Crom
 well Jr. Executors of Charles Hammond recorded in Liber S.H.No. 3, folios 281&c. one of
 the Land Record Books aforesaid.

Together with all and singular the appurtenances and the said Charles F.Worthington here-
 by covenants that the will hereinafter executed such further conveyances as may be neces-
 sary for the assuring of the title of the property hereby conveyed unto the said Eugene
 Worthington. In witness of which the said Charles F.Worthington hereto sets his hand and
 seal.

Signed and sealed delivered in

Presence of D.C.Thompson.

Chas.F.Worthington (Seal)

Maryland Anne Arundel County Sct;

I hereby certify that on this ninth day of December eighteen hundred and seventy before
 the subscriber a Justice of the Peace in and for the County aforesaid personally appeared
 Charles F.Worthington and acknowledged the foregoing deed to be his act.

Certified by

D.C.Thompson, J.P.

Recorded 25th April 1871.

State of Maryland, Anne Arundel County Sct;

I hereby certify that the foregoing is truly taken from Liber S.H. No 5. folio 461.
 One of the Land Records of A.A.County.

In testimony whereof I have heret set my hand and affix the seal of the Circuit Court for Anne Arundel County this 29th day of December 1879.

(Seal).

Sprigg Harwood, Clerk.

Subpoenas issued as prayed to Charles F. Worthington and Eugene Worthington and returned summoned. Endorsed by the sheriff.

Thos. S. Nutwell, Sheriff.

Answer of Eugene Worthington. Filed 30 Dec. 1879.

The separate answer of Eugene Worthington to the Bill of Complaint of Richard Cromwell and George Hawkins Williams Executors of Charles Hammond against him and Charles F. Worthington in the Circuit Court of Anne Arundel County in Equity Exhibited.

This Defendant answering admits the facts set forth in said bill of Complaint to be true as therein stated, and submits that if there be any surplus arising from the sale of the said land after paying the said mortgage debt the same should be adjudged to be paid to him; and he submits to a decree for the sale of said land as prayed for in said bill.

Eugene Worthington.

Answer of Charles F. Worthington Filed 19th Jan'y 1880.

The Answer of Charles F. Worthington to the Bill of Complaint of Richard Cromwell Jr. and George Hawkins Williams against him and Eugene Worthington in the Circuit Court of Anne Arundel County Exhibited.

This Defendant answering admits the mortgage debt to be due as in said bill stated and submits to the decree for sale as prayed.

Charles F. Worthington
George Peter, Solicitor for
C. F. Worthington

Rich'd Cromwell Jr. George
Hawkins Williams, Executors

vs.

Eugene Worthington et al

In the Circuit Court for
Anne Arundel County
No. 765, Equity.
January Term 1880.

Decree Feb. 12, 1880.

This Cause being ready for hearing the Bill of , Exhibits and answers assenting to a decree and all other proceedings therein having been read and considered. It is thereupon this 12th day of February in the year eighteen hundred and eighty by authority of this Court.

Adjudged, Ordered And decreed, that the real estate described in the mortgage filed in the said proceedings be sold; that George Hawkins Williams of Baltimore County 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 byself, and a surety or sureties to be approved by the Court of Clerk in the penalty of seven thousand dollars conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make said sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers as he shall think proper, of the time,

place, and maner and terms of sale; which shall be for one third cash and the residue in six and twelve months with interest from day of sale, the credit payments to be secured by Bonds with security for the satisfaction of the Trustee.

And As soon as convenient after such sale the said Trustee shall return to this Court a full and particular account of his proceedings relative theeto; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, (and not before) th the said Trustee shall by a good and suficoent 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 Defe dant and those claiming by from or under them on either of them; And the said Trustee; shall bring into Court, the money arising from said sale, to be distributed underthe 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 ha have discharges his trust.

OLIVER MILLER.

Richard Cromwell Jr. Geo. Hawkins

No. 765 Equity.

Williams ExeCutors,

In the Circuit Court

Vs.

for

Chas. F. Worthington and Eugene Worthington.

Anne Arundel County, In Equity.

Petitione of Alexander L. Anderson for the appointment

of Trustee &c Filed 29th Sept. 1905.

To the Honorable, The Judges of the Circuit Court for Anne Arundel County, In Equity

The Petition of Alexander L Anderson who has recently became theprchaser of the the real estate mentioned in these proceedings resectfully states unto your Honors.

First. That one Brice John Worthington was in his life time seized and possessed of the tract of land in these proceedings mentioned and at his death by his last will and testamentduly admitted to probate by the Orphans Court for Anne Arundel County, and in form to pass real estate and recorded in Will Book T.T.S. No. 1 Folio 319 he demised said land to his son Charles F. Worthington said will bearing date the 6th day of May 1837 a certified copy of which will is herewith filed marked Petioners Exhibit A.L.A. No. 1

Second, That said Charles F. Worthington during his life time to-wit; on the 13th of April 1863 executed A Mortgage of said land to Charles Hammonds estate to se cre a loan of Thirty five-hundred dollars which mortgage was made to Richard Cromwell and George Hawkins Williams Executors of said Charles Hammond and is duly recorded in Liber S.H. No. 3 folio 181 &c a duly certified copy of which mortgage is filed in this cause marked Plaintiffs Exhibit R.C.

Third, That on April the 25th A.D. 1871 with the mortgage unreleased and unpaid the said Charles F. Worthington conveyed his equity of redemption in said land to Eugene Worthington and on December the 30th 1879 said mortgage being in default the said Richard Cromwell and George Hawkins Williams, executors of Charles Hammond filed their bill of Complaint in this Cause for the purpose of foreclosing said mortgage and the said Eugene Worthington and Charles F. Wotthington filed their answers admitting the matters and things set

out in said Bill of Complaint and on Feby, 12, A.D.1880, a decree was passed by this Court appointing Geo.Hawkins Williams and Richard Cromwell Trustees to make sale of said real estate but before said Trustees had filed their bond or made said sale thesaid Eugene Worthington by a good and sufficient deed conveyed unto thesaid Richard Cromwell and George Hawkins Williams all of his right title interest and estate in said tract of land which said conveyance was to them as Trustees of the said Charles Hammond and not as executors which said deed is dated the 14th April 1882, And duly recorded among the Land Records of Anne Arundel County in Liber S.H.NO. 19 folio 392, a certified copy of which deed is herewith filed as part of this petition marked Petitioners Exhibit A.L.A No.2. . .

Fourth That on the 24th day of March A.D. 1888 the said Tract of Land was conveyed by Matilda Ridgely Brown to Philip Hammond Brown by deed duly recorded in Liber S.H.No.32 folio 391 the said Matilda Ridgely Brown being a sister of the said Charles Hammond, and a decree under his will which will more fully appear by reference to said Will bearing date the 22 Nov. 1865, and recorded in Will Book R.J.D. No1 folio 73 and on the 11th April 1895 the said Philip Hammond Brown and Mary E.Brown his wife conveyed said land to Arthur Millholland said deed bearing date the 11th of April A.D. 1895, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 5. folio 117 and on the same date the said Arthur V.Millholland & wife conveyed said land to Mary E.Brown the wife of the said Philip Hammond Brown which deed is recorded among the Land Records of Anne Arundel County in Liber G.W.No 5, folio 119, and afterwards to-wit; on the 6th day of August A.D. 1900, thesaid Mary E.Brown conveyed said tract of land to Elias Livezey of Baltimore City which deed is duly recorded among said Land Records in Liber G.W.NO. 18 folio 195, and on the 7th of August A.D. 1900 the said Elias Livezey lease said tract of land to Ella B.Phelps for a term of Ninety nine years renewable forever which said lease is duly recorded among the said Land Records in Liber G.W.No.18 folio 197, a certified copy of the Will of the said Charles Hammond is herewith filed as part of this petition marked Petitioners Exhibit A.LA.No.3.

Fifth. That recently your petitioner Alexander L.Anderson entered into negotiations with the said Elias Livezey the owner of the fee in said tract of land and Ella B.Phelps the lessee for the purchase of said land and the surrender and cancellation of said lease and finally succeeded in purchasing their said interests at and for the sum of Twenty four hundred dollars, but, is now informed and believes and therefore charges that the legal title to said tract of land remains in the said Trustee under said decree of Court as above set forth and that he cannot obtain a good legal and marketable title to said tract of land without the aid of this Honorable Court.

Sixth. That said Tract of Land is situate in the Second Election District of Anne Arundel County and according to a recent survey of the same which survey and plat is duly recorded among the Land Records of Anne Arundel County in Liber G.W.No 18 folio 197 said tract of land contains Two Hundred and seventy two and one half acres of land and is known as Summer Hill. Your Petitioner therefore prays the Court to pass an order appointing a Trustee in this cause of the said Richard Cromwell and Geo,Hawkins Williams now both deceased, who shall be authorized and directed after the conveyance of the Equitable interests of the said Elias Livezey and Ella B.Phelps to convey to the said Alexander L.Anderson the legal title now vested in the said Trustee under said decree of this Court and the conveyance from the said Eugene Worthington And as in duty &c

Robert Moss Solicitor for Petitioner

Alexander L. Anderson

I admit the facts set forth in this petition and consent to the passage of this order Sept. 26th 1905.

Eugene Worthington, Defendant

Richard Cromwell Jr. and George
Hawkins Williams Executors

In the Circuit Court
for Anne Arundel County

vs.

In Equity, No. 765.

Eugene Worthington

Order 29th September 1905.

Ordered this 29th day of September A.D. 1905, by the Circuit Court for Anne Arundel County in Equity upon the foregoing petition of Alexander L. Anderson that Robert Moss be and he is hereby appointed Trustee in his cause in place of Richard Cromwell and George Hawkins Williams now both deceased and the course and manner of his proceedings shall be as follows; he shall first file with the clerk of this Court a bond in the penalty of Five Hundred dollars to the State of Maryland executed by himself and a surety or sureties to be approved by said Clerk 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 this proceedings he shall thereupon the conveyance to the said Alexander L. Anderson of the equitable interests of the said Elias Levezy (widower) and Ella P. Phelps and husband by a good and sufficient deed to be executed acknowledged and recorded according to law convey to the said Alexander L. Anderson his heirs the said property in this proceedings mentioned free clear and discharged from all claim of the parties hereto Complainants and defendants and those claiming by from or under them.

Jas. Revell

Petitioners Exhibit ALL.A. Nol. filed 29th Sept 1905.

Transcript from the Last Will and Testament of Brice J. Worthington.

Item I give and devise to my son Charles Fitzhugh Worthington and his heirs my dwelling plantation with this consideration that any of my daughters so long as they remain single be permitted to remain there and reside Also that my son Brice Hohn Worthington shall reside there until he arrives at the age of Twenty one years. This devise includes the Tract of land on which the dwelling House is situate and forty (40) acres bought of Beal W. Worthington's Estate being in all five hundred (500) acres included in Lot No. 3, of the plat and laid off as follows, Beginning at a stone on the North edge of the Road leading through the plantation to the North of the Dwelling House and running thence with and bounding on said Road as follows, to wit; S. 59° E. 76ps, S. 23 1/2° E. 18ps S. 30' E. 45 ps. S. 5° 30' E. 36ps. to a stone thence leaving said Road and running S. 54° 30' E. 142ps to a stone N. 63° E. 170 p to a stone and Red Oak tree at the end of the said Fourth line of the Whole tract called Worthington's Resurvey thence running With and bounding on said land thence following courses and distances to wit; N. 51° 30' E 71 ps. to a Mulberry post and stone N. 19° 30' W. 55ps. to a stone N. 22° W. 162 ps. to a stone N. 41° 30' E. 94 ps to a stone. N. 16° W. 17 ps. thence running with and bounding on the line of Lot No. 1 reverse thereof as follows to wit; S. 60° W. 125ps S. 56° W. 56ps. S. 36° W. 22 ps. S. 43° W. 10ps to a stone the boundary of Lot No. 2. thence running and bounding on the line of said Lot as follows to wit; S. 34° W. 26ps to a stone S. 71° 30' W. 220 ps. to the first beginning, It is also my will that in the event of my son Charles Fitzhugh Worthington should die leaving no children alive at the time of his

death that the said land devised to him as aforesaid shall go to my son Nicholas Brice Worthington. And in case the same should vest in the said Nicholas Brice Worthington in virtue of this devise, and the said Nicholas Brice Worthington should die leaving no issue or descendants alive at the time of his death then it is my will that the said dwelling place with the lands aforesaid shall vest in my son Brice J. Worthington and his heirs. And in case the said Nicholas Brice Worthington or the said Brice John Worthington should take in virtue of this will dwelling house and land devised as aforesaid to my son Charles Fitzhugh Worthington then it is my Will that the real estate previously devised to them or either of them shall be equally divided among my surviving children and the heirs of such as may be dead leaving issue; And the part to which my daughter Catherine Mary Gantt if alive would be entitled is hereby devised as the rest of her estate to the person holding the same in trust for his separate use.

To my said son Charles J. twenty shares of stock in the Farmers Bank of Maryland.

Brice J. Worthington (Seal)

Office of Register of Wills for Anne Arundel County;

I hereby certify that the foregoing is a true Copy of said Item taken from the Last Will and Testament of Brice J. Worthington late of said County deceased.

Recorded in Liber T.T.S. No. 1 folio 319 & One of the Records of Wills kept in this office.

In testimony whereof I hereto set my hand and affix the seal of the Orphans Court for Anne Arundel County this 27th day of September 1905.

(Seal)

Luther A. Palmer, Register of Wills

Petitioners Exhibit A. No. 2. Filed 29th Sept 1905.

This deed made this tenth day of April A.D. 1882, by Eugene Worthington of Anne Arundel County in the State of Maryland, Witnesseth that in consideration of the sum of five dollars paid to him at the sealing and delivery of these presents he doth hereby grant unto Richard Cromwell Junior of the said County and George Hawkins Williams of Baltimore County Trustees of the Estate of Charles Hammond heretofore of Anne Arundel County deceased and to their heirs and assigns in fee. All that part of a tract of land lying in the Second Election District of Anne Arundel County, known as part of "Summer Hill" which was devised to Charles F. Worthington by the last Will and Testament of his father Brice John Worthington duly recorded in the Orphans Court for Anne Arundel County deducting therefrom that part of said devised premises which was conveyed by the said Charles F. Worthington to Brice John Worthington by deed dated the 30th day of May A.D. Eighteen hundred and fifty and recorded in liber J.H.N. No. 4, one of the Land Records of the County aforesaid. The parcel of land hereby granted and conveyed being supposed to contain about three hundred acres more or less and being the same parcel of land, which was heretofore conveyed for purposes therein specified by deed of mortgage, from the said Charles to said Cromwell and Williams as executors of Charles Hammond duly recorded among same records in Liber S.H. No. 3 folio 281 one of the Land Records of said county.

Together with all its appurtenances To have and To Hold to them and the survivor of them in fee simple, as Trustees of said Hammond's Estate as aforesaid. And the said Eugene Worthington hereby covenants that he will hereafter execute further conveyances as may be necessary for the assuring of the title of the property hereby conveyed unto the said Cromwell and Williams or the survivor of them as Trustees of the Estate of said Hammond as aforesaid.

In witness whereof he hath hereto set his hand and seal

Test; Robt. H. Welch

Eugene Worthington (Seal)

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this Fourteenth day of April A.D. 1882, before the subscriber a Justice of the Peace in and for said County of said State personally appeared Eugene Worthington and acknowledged the foregoing deed to be his act.

Robert H. Welch, J.P.

Recorded 14th April 1882.

State of Maryland, Anne Arundel County Set;

I hereby certify that the foregoing is truly taken and copied from Liber S.H.No. 192 folio 392 etc., One of the Land Records of Anne Arundel County.

In Testimony whereof I hereunto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 26th day of September 1905.

(Seal)

Geo. Wells, Clerk.

Petitioners Exhibit A.L.A. No. 3 Filed 29th Sept 1905.

Copy Will.

U.S. Internal Revenue \$17.00. Will

Stamp R.I.D. Decr. 5th 1865.

I Charles Hammond of Anne Arundel County State of Maryland mindful of the uncertainty of life and being of sound mind, memory and understanding do in the name of God make and ordain this as and for my last Will and Testament;

First .It is my wish and desire and I do direct that my funeral expenses and just debts shall be at once paid by my executors hereafter named.

Secondly; I devise and bequeath all my estate real personal and mixed unto my friends Richard Cromwell Senior, and George W. Williams and the survivor of them and the heirs Executors and Administrators of the survivor in trust however for the following purposes first to sell such of my property as they decree advantageous to sell and invest the net proceeds in some permanent manner as to yield a moderate annual income, and from time to time to change all investments as well those made by me in my life time as those they may make by sales and reinvestments wherever they may consider such a course beneficial, but as it is my design to give the whole of my estate subject to the said trust to my daughter and the said trust is only designed for her protection no change of investment shall be made after her arrival at the age of eighteen years without her assent in writing whether she be feme sole or covert.

Second. In trust to pay over to or permit my said daughter to receive the revenue of the whole of my said Estate during her life and which income shall be for her sole and separate use free from the control of any husband and not subject to his debts or engagements and without any power to my said daughter to alien or anticipate the growing payments thereof or to encumber or charge the same and after to divide the said property amongst her children and their heirs and representatives but if my said daughter should die without leaving a child or children or any descendant of any and living at the time of her death then in trust to divide the whole of my estate between my sister Matilda Brown and my niece Susan Hammon three fourths to my sister and one fourth to my said niece. If my said sister should be dead at the death of my daughter then her three fourths are to go to her children and their descendants they to take her stirpes, but if my niece should not survive my daughter and should die without issue living at the time of her death her one fourth is then to go

to my said sister or to her children and their descendants to take as above if my said sister should not then be living.

Thirdly; And my said daughter is hereby empowered and the said devise is in further trust to execute in the presence of at least three witnesses to such of her children in such manner and upon such trusts as she may please and to devise the same among them in such portions as she may think proper and also to devise a life estate in any portion thereof not exceeding one half to any surviving husband so long as she shall remain single, if she dies leaving children or their descendants surviving her, the joint issue of her and such husband but not otherwise and if my said daughter should die single whether leaving children or their descendants or not and after attaining the age of eighteen years to devise all the said property to such person or persons as she may please, and if the contingency herein specified should exist so that she can make the devise to her husband during his single life it should not carry the Corpus of any part of my estate but only a portion of the income thereof, not exceeding one half.

And which shall be paid out of the said trustees or the survivor of them and such powers as are herein given to my daughter of making devises are to be by her exercised whether at the time of so doing she be sole or covert.

And lastly I hereby constitute and appoint the said Richard Cromwell senior of Anne Arundel County and said George Hawkins Williams of Balto. Conty to be the Executors of this my last Will revoking all wills by me at any time heretofore made.

Witness my hand and seal this Ninth day of January A.D. eighteen hundred and sixty four.

Charles Hammonf (Seal)

Signed sealed published and declared by the said testator Charles Hammonf as and for his last Will and Testament in our presence and and who in presence at his request and in the presence of each other have hereunto subscribed our names as attesting witnesses hereto.

H. Chamblaine, Jr.

J. Belden

Jno. M. Litig

Wm. H. Dawson.

Anne Arundel County Sct;

the 22nd day of November 1865.

Then came J. Belden and Jno M. Litig two of the subscribing witnesses to the foregoing last will and testament of Charles Hammonds deceased and made oath on the Holy Evangely of Almighty God that they did see the testator sign and seal this Will that they heard him publish pronounce and declare the same to be his last Will and Testament and that at the time of his so doing he was to the best of their apprehension of sound and disposing mind memory and understanding and that they together with the other subscribing witnesses to the said Will, respectively subscribed their names as Witnesses thereto at the request of the testator and in his presence and all in the presence of each other.

R. I. Duvall, Register of Wills for
Anne Arundel County

Anne Arundel County Sct;

the 23d day of November 1865.

Then came Wm. H. Dawson another of the subscribing witnesses to the foregoing last will and testament of Charles Hammonf and made oath on the Holy Evangely of Almighty God, that he did see the Testator sign and seal this Will that he heard him publish pronounce and declare the same to be

his last will and testament and that at the time of his so doing he was of the best of his apprehension of sound and disposing mind memory and understanding and that he together with the other subscribing witnesses thereto respectively subscribed their names as Witnesses thereto at the request of the testator and in his presence and all in the presence of each other

R.I.Duvall, Register of Wills for
Anne Arundel County.

Codicil.

I Charles Hammonf of Anne Arundel County do make and declare this to be a Codicil to my last Will and Testament. I bequeath to my Nephew Philip Hammond Brown the sum of Twenty five hundred dollars and I also Bequeth to my niece Susan Hammond the sum of Twenty five hundred dollars and do ratify and confirm my said Will on all other respects.

Witness my hand and seal this 17th day of November A.D. 1865. At Baltimore Maryland.

Charles Hammonf. (Seal)

Signed sealed published and declared by the above named testator as and for a Codicil to his last Will in our presence who at his request in his presence and in the presence of each other have hereto subscribed our names as attesting witnesses thereto.

John C. Herbert.

James M. Hammond.

Anne Arundel County, Sct;

the 28th day of November 1865.

Then came Jho. C. Herbert and James M. Hammond the two subscribing witnesses to the within and foregoing Codicil of Charles Hammonf and made oath on the Holy Evangely of Almighty God that did see the testator Charles Hammond sign and seal this Codicil that they heard him publish pronounce and declares the same to be a Codicil to his last Will and Testament and that at the time of his so doing he was to the best of their apprehension of sound and disposing mind memory and understanding and that they togerher respectively subscribed their names as witnesses therto at the request of the Testator and in his presence and in the presence of each other.

R.I.Duvall, Register of Wills for
Anne Arundel County

Office of Register of Wills for Anne Arundel County.

I hereby certify that the foregoing is a true copy of the LAst Will and Testament of Charles Hammond late of said County deceased and of the Codicil thereto and probate thereof recorded in Liber R.I.D. No.1 folio 73. One of the will Record Books kept in this office

In Testimony whereof I hereto set my hand and affix the seal of the Orphans Court for Anne Arundel County this 28th day of September 1905.

(Seal)

Luther A. Palmer,
Register of Wills.

Richard Cromwell, Jr. and
George Hawkins Williams, Executors,

No. 765 Equity
In the Circuit Court

vs.

for

Eugene Worthington et al.

Anne Arundel County, In Equity

Trustees Bond Filed 29th. Sept 1905.

Know all men by these presents, That we Robert Moss Isaac S. Nutwell and Charles E. Martin all of Anne Arundel County and State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Five Hundred Dollars current money to be paid to the State of Maryland or its certain attorney to which payment well and truly to be made and done we bind ourselves and each of us our and each of our heirs executors and administrators jointly and severally firmly by these presents presents sealed with our seals and dated 29th day of September in the year Nineteen hundred and five.

Whereas the above bounden Robert Moss by virtue of a decree of the Circuit Court for Anne Arundel County In Equity has been appointed trustee in this cause in place of Richard Cromwell Jr. and Geo. Hawkins Williams both deceased to make conveyances of the real estate in these proceedings mentioned to Alexander L. Anderson.

Now, the condition of this obligation is such that if the above bounden Robert Moss do and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any future decree or order in the premises then the above obligation to be void otherwise to be and remain in full force and virtue in law.

Signed Sealed and delivered in the
presence of Arthur D. Moss.

Robert Moss (Seal)

Isaac S. Nutwell (Seal)

C. E. Martin (Seal)

| | |
|--|---------------|
| Cornelius Harris, Thomas Harris Jr., | In the |
| John H.Harris, Mary E.Harris | Circuit Court |
| John W.Brogden Thomas H.Brogden | for |
| and Sarah J.Lane and John W.Lane her husband | Anne Arundel |

Vs. County

Elizabeth Harris widow, Jerome Brogden, In Equity.

Edgar Brogden and Irene Brogden Infants 17th April 1899.

Bill Filed 17th April 1899.

To the Honorable the Judges of said Court;

The New Bill of Complaint of Cornelius Harris, Thomas Harris Jr. John H.Harris, Mary E.Harris John W.Brogden, Thomas Brogden and Sarah J.Lane and John W.Lane her husband against Elizabeth Harris widow Irene Brogden infant, of said county and State of Maryland and Jerome Brogden and Edgar Brogden infants of Baltimore city respectfully shows;

1st. That heretofore a certain Thomas Harris Sr. late of Anne Arundel County Maryland, was in his lifetime seized and possessed of lot of ground situate in the Second Election District of said County in said State as will appear by Exhibit here filed marked Exhibit No.1 and prayed to be taken as part of this Bill.

2nd. and that the said Thomas Harris Sr. being so seized and possessed departed this life about the year of 1871 intestate, and leaving surviving him a widow, the said Elizabeth Harris, one of the defendants and who is of full age over twenty one years old, and six children and descendants to whom as heirs at law the said lot of ground descended, viz.

a) Cornelius Harris who intermarried with one Harriet Ann, (b) Thomas Harris Jr., who intermarried with one Lucinda, (c) Sarah J.Lane who intermarried with one John W;Lane (d) Mary E.Harris unmarried (e) John H.Harris unmarried (f) Caroline who intermarried with one Thomas Brogden, sons and daughters of the said Thomas Harris Sr., deceased all of whom are or were of full age at the death of their father-

3rd. And that since the death of the said Thomas Harris Sr., deceased, Caroline a daughter of the said Harris Sr., aforesaid departed this life on or about the year of intestate and that her said husband Thomas Brogden also departed this life intestate, on or about the year and leaving surviving the following children as their heirs at law and descendants of the said Thomas Harris Sr., deceased, and John W.Brogden who are of full age and defendants Jerome Brogden and Irene Brogden infants under twenty one year of age unmarried.

4th. And that heretofore the said Cornelius Harris, Thomas Harris, Jr., and Caroline Brogden the children of the said Thomas Harris Sr. deceased, have made certain improvements on parts of the said lot of ground at their own cost and expence and have since said improvement to wit- built house and messuages and have occupied said house and messuages up to the bringing of this suit. And further the said Elizabeth Harris the widow of the said Thomas Harris Sr., has for a long time occupied the mansion house its inclosure and enjoyed the profits of the same.

5th And that your orator and oratrices are advised and believes that the said Elizabeth Harris the widow of the said Thomas Harris Sr., deceased is entitled to dower in said lot of ground, and that your Orator and oratrices further state and charge that the said lot of ground is susceptible of partition amongst the parties entitled and that if it cannot be divided between them with advantage to all parties entitled then your orators and oratrices will be entitled to have the same sold; and the proceeds distributed to the parties entitled in proportions to their respective interests.

To the end therefore that the said Eliza Harris widow, Jerome Edgar and Irene Brogden Infants may answer the premises, and that the usual commission may issue in their proceedings And that a decree may be passed for partition of the aforesaid lot of ground amongst the parties entitled aforesaid, or in case a partition thereof cannot be effected, then that the same may be sold under the direction of this Court and the proceeds thereof distributed amongst the said parties in proportion to their respective interests.

And that your orators and oratrices may have such further and other relief as their case may require.

May it please your Honors to grant unto your orators and oratrices the writ of Subpoena directed to the said Elizabeth Harris Jerome, Edgar and Irene Brogden commanding them to be and appear in this court at some certain day to be therein named and to appear and answer to the premises and abide by and perform such decrees as may be passed therein-

And as in duty bound &c.

Geo. L. Pendleton.

Solicitor for Complainants.

Complainants Exhibit No. 1 Filed 17th April 1899.

This Indenture made this Eighteenth day of February in the year of Our Lord one thousand eight hundred and fifty eight between Hezekiah Best and his wife Adeline of the City of Baltimore State of Maryland, of the one part and Thomas Harris of Anne Arundel County State Maryland, of the other part witnesseth; That the said H. Best and his wife Adeline Best, for and in consideration of thirty dollars lawful money to them paid in hand by the said Harris before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, hath granted bargained and sold alien enfeoff released and confirmed and by these presents doth grant, bargain and sell alien enfeoff release and confirm unto the said Thomas Harris his heirs and assigns a lot of land at the south west corner or end of the farm of said Best Beginning with a stake of the line of said Best and running to the line of the Annapolis Rail Road and thence by said Rail Road to the branch or line of Essex Dorsey & thence by said branch or line of said Dorsey to the place of beginning and containing one acre more or less with its appurtenances right and privileges to the said Harris to have and to hold the said lot of land for ever.

In witness whereof the said Hezekiah Best and his wife Adeline Best have set their hands and seals this 18th day of 1857

Test;

Hezekiah Best (Seal)

J. Lansvale Boyd

Adeline Best (Seal)

State of Maryland, City of Baltimore S.S.-

Be it remembered and it is hereby certified that on this Eighteenth day of February in the year of our Lord one thousand eight hundred and fifty eight before the subscriber a Justice of the Peace of the State of Maryland in and for the City of Baltimore aforesaid personally Hezekiah Best & his wife Adeline Best who are of my own knowledge and am satisfied are the persons named and described as and professing to be the parties of the first part to the foregoing deed or Indenture and did severally acknowledge the same to be their respective act and deed, the said Adeline Best having signed and sealed said Indenture before me out of the presence and hearing of her husband and the said Adeline Best being by privately examined out of the presence and hearing of her said husband whether she did exe-

cute and acknowledge the same freely & voluntarily and without being induced to do so by fear or threat of or ill usage by her husband or by fear of his displeasure declared and said that she did.

In testimony whereof I hereunto subscribed my name and the day and year of our Lord aforesaid.

State of Maryland, Baltimore City, Sct;

J. Lansdale Boyd. J.P.

I hereby certify that Isaac Lansvale Boyd Esquire, before whom the annexed acknowledgement was made and who has thereto subscribed his name time of so doing a Justice of the Peace of the Maryland in and State of and of the City of Baltimore duly commissioned and sworn.

In testimony whereof I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this Eighteenth day of February A.D. 1858

Geo. E. Langston, Clerk of the Superior
Court of Baltimore City.

(Seal)

Subpoenas issued as prayed and indorsed. Summons Ambo, Frank S. Revell, Sheriff

Summoned by reading summons to Jerome Brogden and ^{Edgar} Brogden Infants

Endorsed, Edmund M. Hoffman, Shrf.

Cornelius Harris et al

Circuit Court

vs.

for Anne Arundel County

Elizabeth Harris et al

In Equity No. 2137

Petition for the appointment of Guardian ad Litem

Filed 27th April 1899.

To the Honorable Court.

The petition of Cornelius one of the Plaintiff to the Above entitled cause respectfully shows; That the said Jerome Brogden Edgar Brogden and Irene Brogden infants defendants in this cause have been duly summoned, but being infants under the age of twenty one years they cannot answer without a guardian ad litem

That the said infants have no guardian ad litem within the jurisdiction of this Court to defend this suit for them;

Your petitioner therefore prays Your Honorable appoint a Guardian Ad Litem for appear and answer for said infants.

And s^t in duty bound

Geo. L. Pendleton, Sol for Petitioners

Order 27th day April 1899.

Ordered by the Circuit Court for Anne Arundel County;

in Equity on the 27th day of April 1899, upon the foregoing petition that T. A. Thompson be and he is hereby appointed Guardian ad litem to appear and answer the for said Jerome Brogden Edgar Brogden and Irene Brogden infant Defendants in the above cause.

Jas. Revell.

Cornelius Harris et al

No. 2137 Equity

vs.

In the Circuit Court for

Elizabeth Harris et al

Anne Arundel County

Answer of Guardian Ad Litem, Filed 1st May 1899.

To the Honorable Judges of said Court.

The Answer of Jerome Edgar and Irene Brogden by T. Arrington Thompson duly Appointed by order

of Court to the Bill of Complaint against him in the Court exhibited.
These defendants being infants cannot admit or deny any of the matters and things in said
Bill alleged.#####

T. Arrington Thompson,
Guardian Ad Litem.

Cornelius Harris et al
vs.

Circuit Court for
Anne Arundel County
In Equity.

Elizabeth Harris, et al.

Answer of Elizabeth Harris, Filed 9th May 1899.

The Answer of Elizabeth Harris widow, to the Bill of Complaint of Cornelius Harris and
others against her in this Court Exhibited-

This Defendant admits the several matters and things charged in the Bill of Complaint to be
true and charges and claims that she is entitled to her dower in said real estate and con-
sents to the granting of the prayers of the said Bill and consents to the passage of such
decree or decrees in the premises as may be right.

Elizabeth ^{her}
mark Harris

Petition of Thomas Harris Jr. Filed 22 June 1899
and Order of Court thereon.

Cornelius Harris et al
vs.

In the Circuit Court for
Anne Arundel County,
In Equity.

Elizabeth Harris et al

Replication. Filed 26th June 1899.

The Plaintiffs Join issue on the matters alleged in the answers Elizabeth Harris, and
Irene Brogden, Edgar Brogden and Jerome Brogden infants, so far as the same may be taken
to deny or avoid the allegations of the Bill.

And in duty bound &c

Geo. L. Pendleton, Sol, for Compls.

Cornelius Harris et al
vs,

No. 2137 Equity,
Circuit Court for

Elizabeth Harris et al##### Anne Arundell County.

Filed 19th Augt. 1899.

To the Honorable the Court.

The separate answer of Thomas Harris to the Bill of Complaint in these proceedings exhibi-
ted respectfully states;

1st. This Respondent admits the allegations of the first second and third paragraphs of the
the Bill of Complaint herein filed.

2nd. That as alleged in the 4th paragraph of said Bill that the said Cornelius Harris,
Thomas Harris Jr., and Caroline Brogden have made certain improvements on certain parts of

said lot of ground and that the said improvements were made by and with the consent of all the heirs at law and the widow of said Thomas Harris deceased, and that the said Caroline Brogden who has since departed this life intestate was one of the parties to said agreement and that under the division of the said lot as this agreed on the said Caroline's heirs at law are entitled to the lot of ground allotted to her, by said agreement and consent and that and division other than that already verbally agreed on by the several parties hereto would work and injury to said infants as well as to the other parties who have put expensive improvements on the share or parts of said lots allotted to them severally by said agreement.

3rd, This respondent admits that Elizabeth Harris the widow is entitled to her dower interest in said lot of ground but alleges that she has had since the death of her husband Thomas Harris her full right in the respect in the occupancy of the residence on the place since the death of the said Thomas, but if it shall appear to the Court that such occupancy of said house and the use of the ground contiguous thereto is not a sufficient consideration in lieu of dower, this respondent declares himself willing and ready to pay her his proportionate share of such amount as may be deemed right and proper by the court.

4th. This respondent answering further says; that the said lot of ground is capable of partition in kind into building lots of the size which by said verbal agreement was allotted to this respondent to each one of the heirs at law of the said Thomas Harris deceased and that no sale of said lot for partition is at all necessary or for the good or advantage of any of the parties and that any effort on the part of any the parties looking to such a sale is a violation of the good faith under which this respondent was induced or permitted to put expensive improvements on his said lot.

5th. That as will appear by plaintiffs exhibit No.1 the whole lot of ground only consists of one acre, that the interest of the heirs of Caroline Brogden is one sixth of the whole, and that the value of said lot and the improvements thereon is not in excess of three (\$300) hundred dollars and that if the same were sold exclusive of the improvements put thereon, after the deduction of the widow dower and the costs of suit the share of the estate which would go to the Brogden heirs would be one sixth of the whole which sixth would be divided in five parts so that the amount of money which would go to each would not be sufficient to do any one of them any material good.

And having answered fully the said bill of complaint this respondent prays that said bill may be dismissed and that he be paid his costs.

James W. Owens,
Solr, for Thomas Harris, Jr.

Cornelius Harris et al,
vs.
Elizabeth Harris, et al

Circuit Court for
Anne Arundel County
No.2137 Equity.

Additional Replication, Filed 2nd Sept 1899.

To the Court.

The plaintiffs join issue on the matters and things alleged in the answer of Thomas Harris, so far as the same may be taken to deny or avoid the allegations of the Bill

And in duty bound &c.

Geo.L.Penfieldon,
Sol, for Complainant

Cornelius Harris et al

In the Circuit Court

vs.

for Anne Arundel County

Elizabeth Harris et al

No. 2137 Equity

Petition to Take Testimony Filed 25th September 1899.

Order of Court thereon same day to Take said Testimony

before one of the Examiners of said Court.

Cornelius Harris et al.

In the Circuit Court for

vs.

Anne Arundel County

Elizabeth Harris et al.

No. 2137 Equity

Testimony Filed 28th Mch. 1900

Pursuant to an order of the Circuit Court of Anne Arundel County, passed in the above entitled cause on Sept. 25, 1899, the following testimony was taken in the City of Annapolis, in the office of George L. Pendleton; Counsel for the plaintiffs and defendants were present

Hugh R. Riley, Examiner.

Mrs. Elizabeth Harris, one of the defendants, being duly sworn, testified as follows;

1st. Q. What is your full name?

1st. An. Elizabeth Harris.

2nd. Q. Do you know the parties to this suit?

2nd. A. Yes all of them, they are my children and grand children.

3rd. Q. Where do you reside?

3rd. A. At Best's Gate Station on the B. & O Railroad.

4th. Q. How long have you resided there?

4th. A. Since long before the war of 1860-

5th. Q. Are you married?

5th. A. I am a widow.

6th. Q. What was your husband's name?

6th. A. Thomas Harris.

7th. Q. How long have you been a widow?

7th. A. My husband died 1860.

8th. Q. State the names of the children, if any of yourself and Thomas Harris Sr?

8th. A. Cornelius, Caroline Brogden, now dead, Thomas, John, Sarah, Jane Lane and Mary.

9th. Q. Did Caroline have any Children?

9th. A. She did.

10th. Q. What are their names?

10th. A. Thomas Brogden, John Wesley Brogden, Jerome Brogden, Edgar Brogden, and Irene Brogden.

11th. Q. Do you know of any property your husband owned at the time of his death, if so, where?

11th. A. He owned a lot at Best Gate Station on the B. and O. Railroad Anne Arundel Co.

12th. Q. What personal property, if any did he leave at the time of his death?

12th. A. He had two horses, two cows, farming utensils and furniture in the house.

13th. Q. What became of that property?

13th. A. It was sold.

14th. Q. By who?

14th A. John Brice a colored preacher, who was administrator.

15th Q. What was the amount of the proceeds?

15th.A. I do not remember the amount, it has been so long

16th.Q. What did you do with this money?

16th.A. It all went to raise the children.

17th.Q. What improvements were on the place at the time of the death of your husband?

17th. A. There was one log house, which is now gone, a stable and corn house.

18th Q. What became of this house?

18th.A. It was destroyed by soldiers.

19th.Q. Have you put up any improvements?

19thA. Yes I put up a four room house.

20th. Q. Have you been in that house since you built it?

20thA. Yes.

21stQ. How long have you been there?

21st.A, Over thirty years.

22ndQ. What portion of the ground is this house situated upon?

22nd. A. The side away from Annapolis.

23rd.Q. What improvements are the place and by whom were they put on?

23rdA. Cornelius built a house, stable, corn house, and hen house and planted some fruit trees

William Brogeden Built two houses and a stable, corn and hen house.

24thQ. What portion of the ground does the Brogden house occupy?

27th A. The part near Annapolis.

25th Q. What part of the house does Thomas Harris occupy?

25thA. Next to Brogden's.

26thQ. What portion has Cornelius?

26th A. Next to me.

27th Q. How did the parties come to build where they did?

27th A. I gave them permission.

28th.Q. They were all of age.

Answer to general question under the rule of Court.

"No!"

Sarah Jane Lane one of the Plaintiff, being duly sworn testified as follows;

1st Q. Do you know the parties to this suit?

1st.A, Yes.

2nd Q. where do you reside?

2nd.A. Best's Gate Station, Anne Arundel County.

3rd.Q. How long have you resided there?

3rd.A. Ever since I was born, about thirty seven years ago.

4thQ. What relation, if any, are you to the parties to this suit?

4th A.Elizabeth Harris is my mother, Cornelius Harris, Thomas Harris, John Harris are my brothers. Mary E.Harris and Cornelius are my sisters, Jerome Edgar, Irene, ThomasH.And John W.Brogden are my nephews and nieces.

5thQ. Is your father living?

5th.A. No, he is dead.

6th. Q. Do you know whether he left a will?

6th.A. I Dont know of any.

7th.Q. Do you know whether he left any property?

7th.A. Yes, it was a lot at Best gate, with a house Stable corn house and other improvements have been

8th Q. What improvements, if any and by whom, have been made upon this lot since the death of yor father?

8thA. My mother built a house a hen house, my brother Cornelius built a house, a stable hen house and corn house. My brother Thomas built a house, a corn huse a hen house and a stable, my sister Caroline built a log house and a frame hause a stable and hen house, and planted fruit trees.

9thQ. How did they come to make this improvement?

9thA. They asked my mother and she gave her consent.

10thQ. Do you know if all of your sisters and brothers agree to that or not?

10thA. There was no objection by any one.

11thQ. What portion of the lot is the Brogden lot situated?

11thA. The part nearest Annapolis.

12thQ. What part was improved by Thomas Harris

12thA. Next to Brogden's

13thQ. Is there anything between Brogden's lot and Thomas Harris' lot?

13thA. Yes, there is a fece.

14th Q. ho built that fence?

14th A. Thomas Harris, about four years ago.

15th.Q. In what part of that lot are your mother's improvements?

15thA. The part furthest from Annapolis.

16th Q. What part was improved by Cornelius?

16thA. He planted the whole with fruit trees and his house and outbuildings are next to your mother's.

17thQ. Have you made any improvements?

17thA. Not any.

18thQ. At what time were these improvements made? 18th A. about fifteen years after my fathers death.

Answer to the general question under the rule of Court. "No".

Cornelius Harris, one of the Plaintiff's being duly sworn testified as follows;

First Question. Where do you reside?

First Answer. At Best Gate Station, Anne Arundel County.

2ndQ. How long have you resided there?

2nd.A. Forty four years all my life.

3rd. Q. What is your occupation?

3rd. Farming and laboring.

4th.Q. Do you know the parties to this suit?

4th.A. All the Brogdens are my sisters children and the HARRISES are my brothers and sisters. Sarah J. Lane is my sister, who married John W. Lane. Elizabeth Harris, is my mother.

5thQ. What is your father's name?

5th.A. Thomas Harris. He is dead.

6th. Where do Mary E.Harris, John H.Harris and Thomas H.Brogden and Jerome Brogden and Edgar Brogden live?

6thA. All in Baltimore City.

7th.Q. Where do Thomas Harris, SarahJane Lane John W. Lane, Elizabeth Harris, your Mother and Irene Brogden Live?

7th A. At Best's Gate Station.

8thQ. When did your father die?

'thA. About 1860 sometime.

9thQ. Do you know where he was living at the time of his death?

9thA. At the same place that I am living now.

10th.Q. How many children did he have?

10thA. Six head.

11thQ. What are their names?

11thA.Cornelius Harris, who is myself, Thomas Harris, Sarah Jane Lane, Mary Elizabeth Harris and Caroline Brogden.

12thQ. Do you know of any property that he owned at the time of his death?

12th.A. Yes.

13th.Q. State what it was and where it is located?

13th. A. A lot near Best's Gate. (Refer to deed filed in case marked Exhibit.

14th.Q. What improvements were on the lot at the time of your father's death?

14th There was a two room log hut, a small chicken house and corn house.

15th.Q. Do you know from whom he bought this lot?

15thA. He bought it from Mr.Hezekiah Best.

16th Q. Are all of your brothers and sisters living?

16thA. All but Caroline Brogden.

17thQ. Do you know how many children she had at the time of her death?

17th.A.Five.

18thQ. What are their names?

18th.A. Thomas John Wesley Jerome, Edgar and Irene.

19th.Q. Do you know of any improvements upon the place since the death of your father?

19thA. My mother built a house soon after the War which is still there, I built a house with four rooms, a stable, a corn house, and a cow stable, and a hen house, and improved the place by planting trees, all at my own expense. William Brogden, the husband of Caroline Brogden, built first a log house and a hen house and a cow stable and a frame house of two rooms which is still there. He also planted a little orchard around the house. Thomas Harris put up a four room house, which he employed me to build. He also has a stable, corn house and hen house.

20th.Q Are all the improvements which you mentioned still on the place?

20thA.All but my father's hut which soldiers who were camped near destroyed.

21st.Q. By what authority, if any did yourself and the other children of Thomas Harris build on the different parts of this lot?

21stA. My mother gave us her permission and all the children agreed to us building as we did.

22ndQ. Do you know whether your father left a will?

22ndA. We have never found a will.

23rd. Q. About what time after your father's death did you get permission from your mother to build?

23rd. A. I think about fifteen years .

24thQ. Were all the children of age at the time? that they made their improvements?

24th A. They were all of age.

25thQ. What part of the grounds did your mother improve?

25th. A. The northern portion.

26thQ. In what order are the other improvements situated?

26thA. My improvements are next, then a vacant space, and then enclose lot improved by Thomas Harris and then the lot improved and occupied by the Brogdens.

(Refer to plat marked as Exhibit.

27th.Q. Do you know how long Caroline Brogden or her children have occupied the premises that they now occupy?

A. About twenty five years.

28th.Q. Do you know if there is a fence between the Brogden lot and the lot of Thomas Harris?

28thA. There is.

29th Q. When was that fence built and by whom?

29th.A. It was built about four years ago by Thomas Harris.

30th.Q. How long have you been in possession of the piece of ground upon which your house stands?

30th A. About twenty three years.

31st Q. How long has your mother been occupying the part upon which she lives.

31st A. From the time my father first bought it. Q. Answer to the formal question under the Rule of Court. "No".

Cornelius Harris et al

vs.

Elizabeth Harris et al

Counsel for Plaintiffs & Defendants present

Hugh R. Riley, Examiner.

Testimony in Rebuttal Filed 28th, Mch 1900.

Testimony in rebuttal taken before the examiner March 5' 1900, in the Office of George L. Pendleton, attorney.

Testimony of Thomas Harris a witness of lawful age being duly sworn testified as follows.

First Question. Which one of the agreements do you expect to divide the place by, the one mentioned in your answer or the one fixed by the first survey in 1898?

First Answer. By the first survey, the one made Mr. Louis Green, in 1898.

2nd. Question. Do you recollect a line drawn through the Brogden house in the first survey?

2nd.A. I do.

3rd.Q. Do you recollect a peg stick in your front gate indicating one of your lines made in the first survey?

3rd. A. I do.

4thQ. Were you present when the line was drawn in which the peg marked a point?

4th.A. I was.

5th.Q. Did the line pass through your house?

5th.It did.

6th.q. In order to put your house in the position indicating by the first survey, within the lines mentioned, would you have to move your house?

6th.A. I would.

7th. Q. Was there any statement made at the first survey as to the lines of about moving the houses?

7th.A. They all agreed to move the houses on their own lots.

8th.Q. Will you state in order the six lots having the greatest area of level ground?

8th.A. Beginning at the first lot on the south they become less level as you go to the end.

Answer to the formal question under the rule of Court; "I was satisfied with the first agreement".

Cornelius Harris et al
vs.

Circuit Court for
Anne Arundel County

Elizabeth Harris et al.

No 2137 Equity.

submission for a Decree by the parties named herein.

Filed 17th April 1900.

To the Court.

The parties in interest in the above entitled cause respectfully submit to your Honors for a decree upon the pleadings and evidence in this case.

And in duty bound in persons

B.B. Sevier as to Signaturers Sarah Jane Lane
and Elizabeth Harris
Clarena Pendleton

Sarah J. ^{her}X Lane
^{mark}her
Elizabeth ^{mark}X Harris
Cornelius Harris

I Hereby waive the taking any Testimony but submit this cause on the Testimony and the pleadings in this case for a decree

T.Arlington Thompson, Guardian ad Litem
for minors in this

Harris et al

No. 2137 Equity

vs.

Circuit Court for

Harris et al.

Anne Arundel County.

Agreement of Counsel Filed 18th April 1900.

It is hereby on this 18th day of April 1900, Agreed that the Testimony in the above entitled cause be filed without any exceptions as to two different examiners having taken the same and that exceptions may be filed by either party as to the admissibility of any Testimony for want of relevancy or for any other legal exceptions to the same except as to the fact of its having been taken before two examiners instead of one.

Geo.L.Pendleton Sol for Complts.

James W.Owens,

Solcr. for Thos Harris.

Cornelius Harris et al

No. 2137 Equity

vs.

In the Circuit Court for

Elizabeth Harris et al

Anne Arundel County, In Equity

Testimony Filed 23rd April 1900.

Saturday 17th, February 1900.

Present. Geo.L.Pendleton Solicitor for Plaintiff

Jas.W.Owens Solicitor for Defendants

Pursuant to an order heretofore passed by this Court in the Court met at the Office of Geo. L.Pendleton in the City of Annapolis on Saturday the 17th the day of February 1900 at 11 o'clock A.M. when the following testimony was taken.

Louis H.Green a Witness of lawful age produced on behalf of the Defendant being first duly sworn deposes and says.

1Ques. State your name residence and occupation.

Ans. I Reside in Annapolis Civil Engineer and surveyor.

2.Ques. State whether or not you have made any surveys and plats of the property of Thomas Harris deceased situate Best's Gate in the Second Election District, If yea, how many such surveys and plats and approximately when they were made.

Ans. I have made two, the first was made in the summer of 1898 and the second was made May 1899.

3.Ques. At whose request did you make these surveys and plats?

Ans.At the request of Geo.L.Pendleton.

4Ques. At the time of Making these surveys was George L.Pendleton?

Ans. The first survey he was, the second he was not.

5thQues. Was the widow and any of the heirs of Thomas Harris present at the time of making the first survey.

Ans, The widow was there and all of the heirs except Mary E.Harris and John H.Harris.

6Ques. Have you a copy of the first survey and plat If so let me have it.

Ans. Witness hands Counsel Copy of Plat and first survey, Which is filed marked Exhibit T.H.No.1.

7.Qus. I notice by reference to this plat you have divided the property in six parts containing 16335 square feet each and have assigned them in numeral order from one to six, 1.J.W.Brogden heirs, 2. Thomas Harris 3, S.J.Lane, 4, Cornelius Harris, 5, Elizabeth Harris 6. J.Harris. Will you state why you made the assignment of these lots to these parties respectively in the order named.

Ans. By agreement and request of the heirs named.

8Ques. Did they or not at that time to your knowledge sign any paper agreeing to this division.

Ans. I do not know.

9Ques. By the Plat made May 30th 1899 you have divided this property in five parts and the interest of one heir does not seem to be represented and one lot containing 13/16 of an acre has not name of an owner thereon will you state to whom this blank lot is assigned.

Ans. Assigned to no one.

10Ques. Then according to the assignment of this Plat only three of the children of Thomas Harris deceased and the widow get shares in the estate and the other three children get nothing (Question objected to by George L.Pendleton, Question not being pertinent) Will you

State why the assignment was so made.

Ans. I was asked by Pendleton to go out and survey the lot of Tom Harris and Brogden heirs by the fence then built and the lots on the plat are presented by the inclosurers shown on the ground.

11 Ques. Were any of the Harris heirs present when the second survey was made. If you state who.

Ans. None of the heirs present.

12. Ques. I notice on the plat marks for houses in four of the lots were those houses standing at the time of the first survey.

Ans. All of them.

13. Ques. Assuming there was six heirs of Thomas Harris deceased and that as shown in the first they are divided equally among the six children each one having exactly similar amount of land would you on your opinion as a surveyor say which of the two plats would give the most equitable division of the property.

Ans. I think first one decidedly.

Cross examinations by George L. Pendleton.

1 Ques, Have you seen John H. Harris Mary E. Harris mentioned in your examination in chief since the first survey made by you. If so state what conversation took place.

Ans. I don't think I have seen John Harris or Mary E. Harris.

2 Ques. Did you hear either of the heirs at the time of the first survey accept the portions indicated on the plat if so state who they were?

Ans. Brogden heirs agreed Sarah J. Lane old Mrs Harris and Cornelius Harris, and Tom Harris wife and Tom Harris and divided the property at the suggestion of the parties present and made a sketch of property on Cornelius House table to which they all agreed.

3. Ques. Are you thoroughly acquainted with this property. Ans. I am sir.

4. Ques. Will you please describe this property as to the quality beginning on the Northern portion.

Ans. Most of it is hill side with exception of 200 feet on top at the bottom of the hill the land is low.

5 Ques. Is it not a matter of fact leaving the level portion of the ground on the extreme northern part and as far around as Cornelius Harris Stable that it is a certain precipice in some places extremely on the Northern part to gullies.

Ans. There where the hill comes in and is a barren hill side and some gullies.

6. Ques. Can you or not approximate the distance from the limit line of the rail road leading towards the western section of this land up to the place where the gullies begin on the northern side.

Ans. I suppose the distance would be between 70 and 80 feet.

7 Ques. Can you approximate the distance beginning on the extreme Northern corner of the land before you would get the level part of this land going south.

Ans. I should judge about 250 feet.

8. Ques. Then it is the first house or lot No 6 indicated on the first plat and survey. The level land included in that lot is less in quantity than the barren land.

Objected to by Mr. Owens.

Ans. It certainly is. It has less level land than any other lot.

9 Ques. Which one of the other five lots has the greatest area of level land.

Ans. Lots 3 and 4.

10.Ques. Is not the widest portion of this real estate on the extreme southern end of it and does not the swamp or the brow of the hill as indicated in your testimony run nearly parallel with extreme western portion.

Ans.No.

11.Ques.Beginning at the limit line of the rail road going on the Southern boundary line going Westerly to the Western Boundary line be longer in distance with a parallel line in the same direction beginning on the limit line of the rail road or in other words the level would decrease in distance going towards northern end of the real estate.

Ans. Of course the level land decreases as you go North.

To the general question under the rule the witness Says I do not.

Louis Green

Thomas Harris a witness of lawful age being first duly sworn deposes and says.

1.Ques. State your know about the division of the real estate of Thomas Harris deceased what agreement if any was made among his heirs about the time that Louis Green made the first survey of which he has testified.

Ans. The agreement was among all the heirs that the property should be divided.

2.Ques It was stated in the testimony that all of the heirs except two were present at the time he made first survey and agreed to the division made by him by that survey. Had there not been and consultation or conversation with those two who were not there as to division.

Ans. They had.

3.Ques. The Testimony discloses the fact that Caroline Bruden children were under age; who acted for them in this agreement for the division of the property.

Objected to by Mr. Pendleton as leading.

Ans. My mother did their grand mother with whom they live.

4.Ques, Had or not. Caroline Bruden and her husband built a house upon a part of this property before their death and lived therein.

Ans. They had.

5th Ques. After first survey made by Captain Green did not Elizabeth And John Harris consent to the division as made by Captain Green.

Ans. They did.

6.Ques. Had you or not built a house on any part of the property mentioned.

Ans.I had.

7.Ques. Before Building that house had there or not been any agreement between the heirs permitting you to built said house and to the allotment to you of your portion of the land.

Ans. There had.

8.Ques. At the time Captain Green made the first survey did you or not think that survey was a final division of the property.

Ans. I did.

9.Ques Were not Any Agreements in writing or deeds drawing conveying the parcels to several parties and title thereto.

Ans The papers were drawn up and signed by the parties.

10.Ques. When were they drawn up and signed.

Ans. A few days after the first survey.

11Ques. Who drew these papers?

Ans. Mr. Pendleton.

12.Ques. What has become of those papers or agreements?

Ans. I dont know, Mr. Pemdleton had them.

Counsel serves notice on Geo, L. Pendleton to produce all papers or agreements assigned by the parties to this suit relating to the division of the property in question.

Mr. Pendleton states that he has not the matters in his possession but that he did draw agreements between the parties concerning the division of this property in question Mr. Pendleton also states that their were infant in this case, this reason why the papers were not executed and the papers were returned to the rerespective parties and destroyed.

13.Ques. When did you first know of the bringing of this suit of the division of the property of your late father's estate.

Ans. I did'nt learn until a short time after it was brought.

14.Ques. Was there or not any information given you by the members of the family or by Mr. Pendleton that that this suit was to be brought to divide the property.

Ans. There was not.

15 Ques. Having all agreed among yourselves to the division of property can you state why it was brought.

Ans. I dont know.

16th Ques. Would injury would be done your property by the new survey as against the first survey made by Captain Green.

Ans. The last survey cuts the lot as laid down on the first survey almost in half and materialy injures my property.

Cross Examination by Geo-L. Pendleton.

1Ques. Are Jerome Brogden Irene Brogden And Edgar Brogden of age?

Ans. They are not. They are the children of Caroline Brogden deceased.

3Ques. What relation are you to Caroline Brogden?

Ans. My sister.

4.Ques. You have stated in your examination in chief adn your mother and with yourself agreed to divide your fathers property and after that you stated that you agreed some time 1898 for a division of your father's property Did you not? Question withdrawn.

14Ques When and how many times have your agreed to divide this property?

Ans. I only agreed once, that was when the survey was made by Captain Green we had several consultations about this matter previses to that time.

15.Ques. Do you deny the matters alleged in the second paragraph of your answer filed in this case. Question objected by Mr. Owens as not proper cross examination and not in response to any question asked in Examination in chief.

Ans. Yes, sir it is true.

16Ques. Is then a fence between you and Brogden house?

Ans. Yes.

17Ques. Who built that fence?

Ans, George Jackson built the fence for me.

18Ques. How long has this fence been built?

Ans. Three or four years

19Ques. How long since you have built your house?

Ans. About 6 years.

20 Ques. By whom was it built, Objected to by Mr. Owens as not relevant and not in response to any question in chief.

Ans. Cornelius Harris my brother.

21 Ques. Did you build that house pursuant to an understanding with the heirs?

Ans. Yes.

22 Ques. Is there a fence between you and the vacant lot on the north side. If so who built it? Question objected to by Mr. Owens.

Ans. There is, George Jackson built it for me. I engaged him to do the work.

23 Ques. Did you not select this particular lot which you built your house upon?

Objected to.

Ans I did after a consultation with the heirs. Objected to.

24 Ques. Whose house stands on the greatest amount of level land.

Ans. I can't say.

25 Ques. Is not your mother's house situate on that portion of the narrowest amount of level land? Objected to by Mr. Owens.

Ans. I think not, my brother John's has the least amount of land of any.

26 Ques. Where is your mother's house.

Ans. On the extreme northern side.

27 Ques. Will you state the Character of the land north of your Mother's in respect to its quality?

Ans. The largest portion of it is made up of hills and valleys.

George L. Pendleton a witness of lawful age produced on behalf of the Plaintiffs being first duly sworn deposes and says.

1 Ques. Why were two surveys made in this case and state what you know about it?

Ans. The first survey was made looking to a mutual partition by deed among the heirs of Thomas Harris deceased and after several of the heirs signing deeds for division of said real estate. It was discovered that Caroline Brogden was dead she was a daughter of Thomas Harris deceased after this was discovered the idea was abandoned The second reason why this question was abandoned one of the lines ran through Thomas Harris house as it now stands and the Brogden house and the parties did care to go to the expense of moving the house. The second survey was made simply to show the portion of the houses as they now stand, and the fence between Brogden heirs and Thomas Harris also the fence between Thomas Harris and the vacant lot and also the line inclosing the lot called Cornelius Harris as marked on plat number two, and to show the position in which the widow lives.

2 Ques State the Quality of the land on the extreme North part and western part.

Ans. It is hilly hedge like incultivated and nearly all of the trees have been moved and the part leading from the spring following the western line is swampy one part of it cannot be cultivated, leaving the level part and descending on any part it is a barren gurdle.

To the general question under the rule the witness says, No.

Signature waived.

28 Ques Can you state whether or not Cornelius stable is on level land or on the brow of the hill Objected to by Mr. Owens.

Ans. It is on the brow of the hill.

29Ques. What is your Mother's land composed of hills and valleys used for.

Question with drawn.

29Ques. For what purpose or use is the land which you described as hills and gullies used for

Objected to because the language of the witness is not properly quoted.

Ans. we cut wood there and get our water. Chestnut and oak trees are on it

30Ques. Are not All the trees cut down#####

Ans. No sir, we cut one tree to make a fence.

31Ques. Are not the matter and things stated in your 3rd & 4th paragraph of the answer true?

Ans. Yes sir they are true.

32ques. Is this plat that was made by Captain Green .

Ans. I cannot read.

33Ques. Did not the lines as laid by Captain Gree in his first survey cross your house as it now stands and the Brogden house as it now stands?

Ans. Under advice witness declines to answer this question for the reason he knows nothing about the survey further then the information he has received from the surveyor as to its effect

34Ques Were you not present when survey was made?

Ans. I was there part of the time.

To the general question under the rule the witness.Says No.

Signature waived.

There being no further time or witnesses desired in this case The Testimony now closed and returned to this Court.

Jerry L.Smith (Seal)

Examiner

Cornelius Harris et al

No. 2137 Equity

vs.

Circuit Court for

Elizabeth Harris et al

Anne Arundel County

Interlocutory Decree for Partitition Filed 28 Dec. 1900.

This cause standing ready to be submitted under the written agreement of the parties thereon written and being so submitted the Bill of Womplaint answer and other proceedings were read and considered by the Court.

It is thereupon this 28th day of December A.D. Nineteen hundred by James Recell associate Judge of the 5th Judicial Circuit of Maryland, and the authority of this Court adjudged ordered and decreed that the defendant Elizabeth Harris as the widow of Thomas Harris Sr. deceased, mentioned in the proceedings is entitled to Dower ina all the land and tenaments of which her saidlate husband died seized.

And it is further adjudged ordered and decreed that there be a partition of the Real Estate whereof Thomas Harris Sr. mentioned in these proceedings lately died seized among his heirs at law. And to the end that this Court may be enable to make such parttion it is further adjudged ordered and decreed that a commission in the usual form issue to Louis Green James Cusack L.A.Palmer Benj. Sevier and Eugene W.Hopkins all of Anne Arundel County authorizing them or any four of them or three of them to enter upon walk over and survey the real estate of which the said Thomas Harris Sr.,died seized and possessed and to value the same subject to all incumbrances if any thereon, and to divide the same into six equal parts or portions having regard to quality and quantity if any their opinion the said real estate be susceptible of such division with advantage to all the parties interested therein and to each one of such

division or portion to each of the following Complainants (1) Cornelius Harris (2) John Harris (3) Mary E. Harris (4) Sarah J. Lane and (5) [REDACTED] Defendant heirs at Law Thomas Harris Jr. heirs at Law of Thomas Harris Sr, dec. (6) and the heirs at Law of Caroline Brogden deceased she being one of the heirs at [REDACTED] of Thomas Harris Sr, deceased the complainants Thomas H. Brogden John W. Brogden & the Defendants Jerome Brogden Edgar Brogden and Irene Brogden one part equal to one sixth of the whole of the said real estate. And if in their opinion the said real estate be not susceptible of such division with advantage to all the parties interested therein, then that they proceed to divide the same unto each lesser number of parts as they may deem most to the advantage of all the parties interested therein and ascertain the value of each part or portion thereof subject to any incumbrances thereon, having regard as aforesaid to quantity and quality.

And if in their opinion said real estate will not admit of division without loss or injury to the parties then that they make return of their said judgment and the reason upon which the same was given with the real value of such estate, subject to every incumbrances thereon and the said commissioners before they proceed to value or divide said real estate lay off the Dower of the defendant Elizabeth Harris the widow of said Deceased in the said real estate. And That the said commissioners make or cause to be made out a Plat and certificate of the said real estate and of the Division thereof and the beginning and courses and an accurate description of said estate and of the several parts thereof and to said Commissioners there shall be annexed the usual path of office provided however in making such partition the said Commissioners shall not take into consideration the value of any improvements made on said property by any of the parties hereto, but shall only value the land actually to be partitioned and of any improvements which may have been thereon at the death of the decedent Thomas Harris.

Jas. Revell

Maryland, Anne Arundel County Set;

The State of Maryland, To Louis Green James Cusack, L.A. Palmer Benjamin Sevier and Eugene W. Hopkins, of Anne Arundel County, Greeting; (Court Seal)

Know Ye, that we have pursuant to an order of the Circuit Court for Anne Arundel County sitting in Equity, passed on the 28th day of December in the year Nineteen hundred in a cause in our said Court depending between Cornelius Harris; Thomas Harris Jr, John H. Harris, Mary E. Harris John W. Brogden Thomas H. Brogden, Sarah J. Lane and John W. Lane Plaintiffs, and Elizabeth Harris widow, Jerome Brogden, Edgar Brogden and Irene Brogden, Infants defendants fully authorized you or any four of three of you to enter upon walk over and survey the real estate in the proceedings mentioned whereof, a certain Thomas Harris Sr., died seized and possessed And to divide the same amongst his heirs at law and make an assignment of dower, to the defendant Elizabeth Harris Widow, of said Thomas Harris Sr., in said real estate, And you authorized to value the same subject to all incumbrances if any thereon and to divide the same into six equal parts or portions having regard to quality and quantity, if in your opinion the said real estate be susceptible of such division with advantage to all the parties interested therein; and to allot one of such divisions or portions to each of the following Complainants (1) Cornelius Harris (2) John H. Harris, (3) Mary E. Harris (4) Sarah J. Lane, (5) and defendant Thomas Harris Jr, heirs at law of Thomas Harris Sr. decd (6) and the heirs at law of Caroline Brogden deceased she being one of the heirs of Thomas Harris Sr. deceased; the Complainants Thomas H. Brogden, John W. Brogden & the Defendants Jerome Brogden Edgar Brogden and Irene Brogden one part Equal to one sixth part of the whole of the said real estate.

And if in your opinion the said real estate be not susceptible of such division with advantage to all the parties interested therein, then that you proceed to divide the same into such lesser number of parts as you may deem most to the advantage of all the parties interested therein, and ascertain the value of each part or portion thereof, subject to any incumbrances thereon, having regard as aforesaid to quantity and quality.

And if in your opinion said real estate will not admit of division without loss or injury to the parties, then that you make return of your said judgment and the reasons upon which the same are formed with the real value of such estate subject to any incumbrances thereon. And that you the said Commissioners before you proceed to value or divide said real estate, lay off the dower of the defendant Elizabeth Harris the widow, of said decree in the said real estate.

And that you cause to be made out at Plat and certificate of the said real estate and of the Divisions thereof and the beginnings and courses and distances and an accurate description of said estate and of the several parts thereof, And of the Dower so laid off by you, Provided however in making such partition you the said Commissioners shall not take into consideration the value of any improvements made on said property by any of the parties here to but shall value the land actually to be partitioned and of any improvements which may have been thereon at the death of the decedent Thomas Harris.

And when you have so done, you or a majority of you, who shall act are to certify and return to one said Court sitting as a Court of Equity without delay your acts and proceedings in the premises by your Certificate distinctly and plainly written closed up under your seal or the seals of the majority of you as shall act in the premises provide before you or a ma

majority of you as shall act in the premises you and such of you as are to act shall each take the oath hereto annexed . And we do give any one or more of you full powet and authority jointly and severally to administer such oath .

Witness the Honorable I Thomas Jones Chief Judge of said Court the 5th day of November A.D.1900 Issued t he 29th day of December 1900.

Geo.Wells, Clerk.

Commissioners Oath.

In the presence Of Almighty God I do solemnly promise and declare that I will acording to the best of my skill and judgment make partition of the said real estate as is directed by the a-foregoing Commission and in all things truly and faithfully execute the powers given and performed the duties requested of me by the said Commissioners without favor or partiality or prejudice or ill will against any person interested therein.

Jay 28" 1901.

- Louis Green
- Jas. Cusack
- Benj.B.Sevier
- L.A Palmer
- E.W.Hopkins

Sworn to before me as to Louis Green, Jas Cusack, and Benj.Sevier on the 28th January 1901, and as to Luther A.Palmer and Eugene W.Hopkins on the 5thday of Feby, 1901

Wm.N.Wooddeard; Deputy Clerk.

Commissioners Report and Plat Filed 31st May 1901.

To the Honorable Judges of the Circuit Court of Anne Arundel County,
Siting in Equity.

The subscribers Commissioners appointed by a Commission issued out of the said Circuit Court in Equity and which Commission is hereto annexed do hereby Certify that after Having taken the Oath annexed to said Commission for us to be taken and after notice to the parties of the time and place of our meeting ee did in pursuamce of said Commission and notice meet on the land mentioned on the 6th day of March 1901, and on that and subsequent days did meet and walk over and examine said land and have caused the same to be surveyed and laid out and have valued and appraised the same at a total valuation of \$300.00

And we do further certify that in obedience to the said Commission before proceeding to divide said property as therein directed we first laid off and designated one third of the said property having regard to quantity and quality at and for the Dower of Elizabeth Harris widow of the deceased Thomas Harris, therein which said third part we have designated in our return and the plat accompanying the same by the name of Dower and the letter A. and the value of said one third part being \$100.00.

And we do further certify And recommend as the estate cannot be divided Equally among the said heirs, that the residue after deducting the Dower be divided into Four parts and sold and the proceeds divided among the heirs so named.

All of which we return with the accompanying schedule and plat under our hands and seals this day of 1901.

Louis Green (Seal)
 Eugene W. Hopkins (Seal)
 Benj. R. Sevier (Seal)
 L.A. Palmer (Seal)
 James Cusack (Seal)

Cost of Commission.

| | | |
|------------------------------|--------|----------------|
| L.A. Palmer | 2 days | \$ 4.00 |
| James Cusack | " | 4.00 |
| B. Sevier | " | 4.00 |
| Louis Green | " | 4.00 |
| Survey and map (Louis Green) | | 5.00 |
| | | <u>\$21.00</u> |
| E.W. Hopkins | 1 day | \$2.00 |
| | | <u>\$23.00</u> |

Schedule

Total valuation 2 3/8 acres @ \$27 per.A. 300.00

Dower A.

Elizabeth Harris 3/4 an acre @ \$127 per A. 95.25

Balance due the widow 4.75

100.00

Residue to be sold

1 5/8 acres @ \$127 per A. \$200.00

E. Harris Each \$33.33 1/3 ct.

Names.

Cornelius Harris \$33.33 1/3

John H. Harris 33.33 1/3

Mary E. " 33.33 1/3

Sarah J. Lane 33.33 1/3

Thomas Harris Jr 33.33 1/3

Heirs of Caroline Brogden

Brogden 33.33 1/3

\$200.00

Cornelius Harris et al

No. 2137 Equity

vs.

Circuit Court for

Elizabeth Harris et al

Anne Arundel County

Commissioners Report Return and Plat Filed 12th November 1901.

To the Honorable Judges of the Circuit Court of Anne Arundel County Sitting in Equity.

The Second Report of the Commissioners appointed to make partition of the real estate in these proceedings mentioned respectfully states;

That since the return heretofore made by said Commissioners made that the balance of the property be sold that the said Elizabeth Harris had departed this life and that the distribution formerly made is now by reason of her death Capable of being so cahnged as to give the several heirs at law one lot in fee simple.

They therefore state that they have made division of the said real estate in manner following to-wit;

1st. To J.W.Brogden heirs Lot No.1 on Plat No.1- filed in these proceedings Containing 16335 Square feet-

No2. To Thomas Harris Lot No.2 on said Plat Containing 16335 Square feet.

No.3. To Sarah J.Lane Lot No. 3. on said Plat Containing 16335 Square feet.

4th To Cornelius Harris No.4 on said Plat Containing 16335 Square feet.

5th. To Mary E. Harris, Lot No. 5, on said Plat Containing 16335 Square feet.

6th. To John Harris Lot No.6 on said Plat it being the lot which by the former report was awarded to the widow for her dower Containing 27012 Square feet.

And in as much as several of the parties had built houses on certain portions of the property without regard to the lines as laid down by said plat.

There Commissioners report that the valuation of said buildings have been taken into account as directed by the ordering of the Court heretofore in these proceedings passed the said Dwellings are left as the property of the parties who built and owned them with the privileges of removing the same on their own lots respectively.

And further whwreas there is a spring on the property which has been used in Common by all the parties in interest it is the sense of these comissioners that the same shall continue to be used provided the same is done with due regard to the prperty rights of all parties in interest and for the purpose your Commissioners recommend that a right of path way be given through any of there lots necessary to the purpose thereof provided however that the course of said pathway shall be designated and laid down by the lot owned through whose lots the said path shall run and also that any gates or stiles to be constructed and used for the purpose shall be supplied and maintained at the expenses of the several parties using the same.

Your Commassioners then return this Commission accompanied by said Plat No.1. under our hands and seals this 11th day of November 1901.

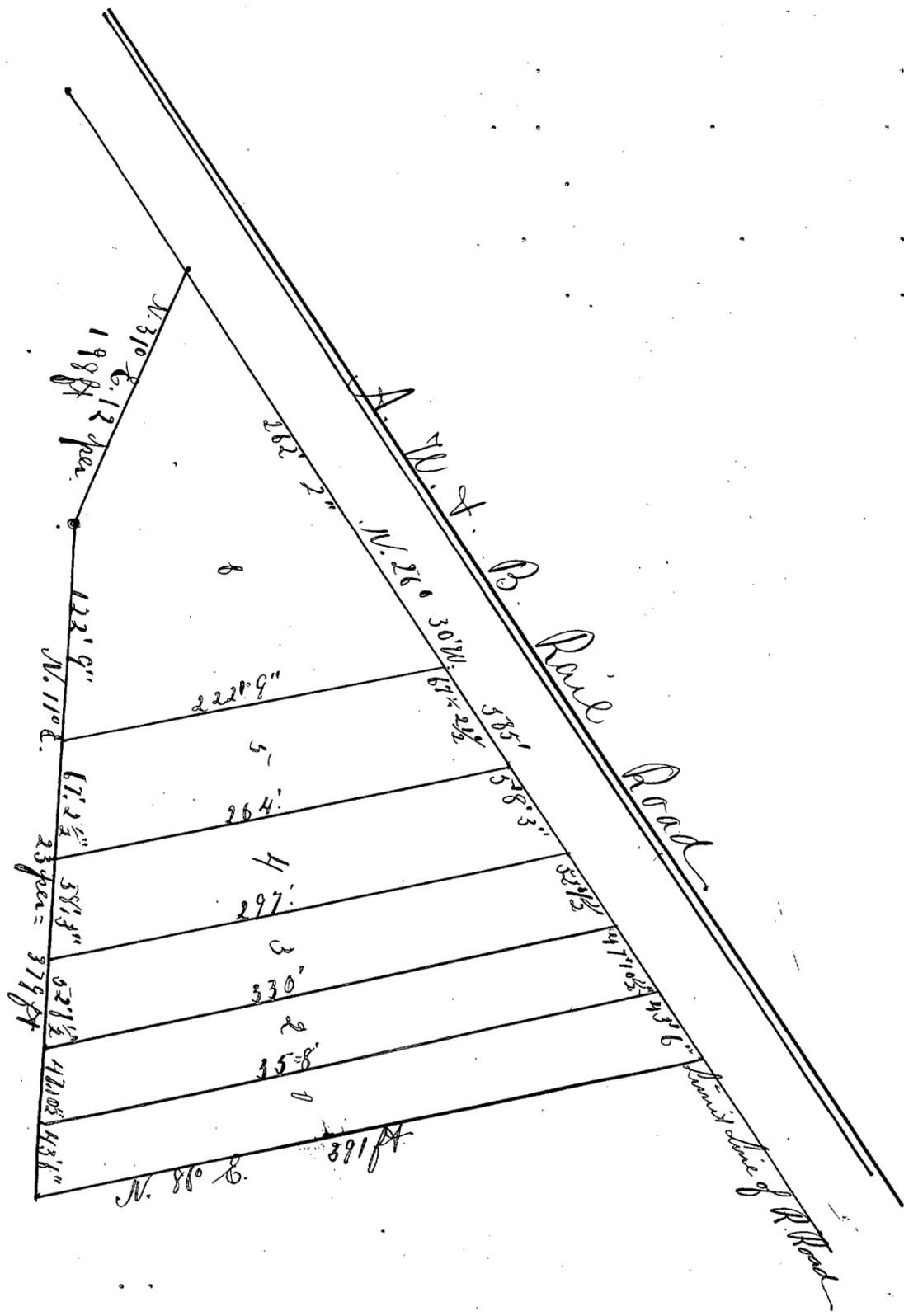
L.A.Palmer (Seal)
 Louis Green (Seal)
 Benj.B.Sevier (Seal)
 Jas.Cusack (Seal)

Cost of Commission.

| | | |
|----------------|--------|-------------|
| L.A.Palmer | 3 day- | \$6.00 |
| James Cusack | 3 " | 6.00 |
| B.Sevier | 3" | 6.00 |
| E.W.Hopkins | 1 " | 2.00 |
| Louis Green | " | 6.00 |
| Survey and Map | | <u>5.00</u> |
| | | \$31.00 |

Schedule.

| | | |
|----------------------|-------------|----------|
| Total valuation, | 2 3/8 acres | \$300.00 |
| 6 heirs at \$50 each | | \$300.00 |



- No. of sets - 16 335 sq ft
- 1 P. W. Prosser Harris - " " " "
 - 2 J. J. Jones Harris " " " "
 - 3 J. J. Jones " " " "
 - 4 Cornelius Harris " " " "
 - 5 Elizabeth Mary Harris " " " "
 - 6 J. Harris " " " "

Scale 5 paces = 1 mile
 Harris estate near
 Peeds' Gate
 2 1/2 miles on West side
 of P. & O. County
 down Green
 County Junction
 1889

Commissioners Explanation and addenda ro their second report and the Plataccompanying the same. Filed 10Dec,1901.

Part of Second Commissioners Report.

Explanation for the Lots.

No.1.

J,W.Brogden Heirs N. 26° 30' W. 43 1/2 6 inches S. 56° W. 358 ft.S. 11° W. 43'ft 6 inch, N.86° E. 391 feet Containing 16335 Sq. ft.

No.2.

Thomas Harris Beginning end 1st Line Lot No.1 and running N.26° 30' W. 47 feet 10 1/2" inches S.86° W. 330 feet S.11° W 47' feet 10 1/2 inches N.86° E. 358'feet to the beginning Containing 16335 Square feet.

Lot No. 3.

Sarah Jane Lane Beginning end of 1st Line Lot No.2, and running N. 26° 30' W 52' feet and 1 1/4" inches S.86° W.297 feet S.11° W. 52' feet and 1 1/4" inches N. 86° E 330'feet to the beginning Containing 16335 Square feet.

Lot No.4.

Cornelius Harris Beginning end of 1st line Lot No.3 then N. 26° 30' W. 58' feet and 3" inches S. 86° W. 264feet, S 11° W. 58' feet and 3" inches N. 86° E. 297 feet to the beginning. Contain ing 16335 square feet.

Lot No.5. Mary E.Harris Beginning end of 1st line Lot No.4

then N.26° 30' W. 67'feet and 2 1/2" inches S.86°W. 222'feet and 9" inches S.11° W.67'feet and 2 1/2" inches N.86° 264'feet to the beginning Containing 16335 Square feet.

Lot No.6.

John Harris Beginning end of the 1st line lot No.5 and running N. 26° 30' W.262'feet and 2'## S.31° W.198' feet S.11° W.122'feet and 1 1/2" N. 86° E 222'feet and 9 inches to the beginning Containing 27012 Square feet

Cost of Commission.

| | | |
|---------------------------|-----------------|----------|
| L.A.Palmer | 3 days @ \$2.00 | \$ 6.00 |
| James Cusack | " " " | \$ 6.00 |
| B.Sevier | " " " | \$ 6.00 |
| Louis Gree, | " " " | \$ 6.00 |
| Louis Gree Survey and Map | | \$ 8.00 |
| E.W. Hopkins 1 day | | 2.00 |
| | | <hr/> |
| | | \$ 34.00 |

Total valuation 27/8 \$ 300.00

6 Heirs @ \$50. Each-- \$ 300.00

Louis Green (Seal)
 Benj.B.Sevier (Seal)
 L.A.Palmer (Seal)
 Jas.Cusack (seal)

December 4" 1901.

Cornelius Harris et al

No. 2137 Equity

vs.

Circuit Court for

Thomas Harris et al

Anne Arundel County.

Decree for Final Partifion 16th June 1902.

This cause standing ready for hearing and having been submitted on bill answer testimony agreement by order of this Court to make partition among the parties in interest the proceedings were read and considered by the Court.

It is thereupon this 16th day of June 1902 by the Circuit Court for Anne Arundel County in Equity adjudged ordered and decreed that the econd return of the Commissioners appointed to make partition of the real estate in the proceedings mentioned and the partition thereof by them made and the same is hereby finally ratified and confirmed.

And it is further adjudged ordered and decreed that the heirs of J.W.Brogden shall hold in common among themselves but in severality and not in common with the other heirs of Thomas Harris Sr. Deceased the lot of ground in these proceedings mentioned which is described in said return as Lot No.1 and so allotted in said return and therein described by metes and bounds courses and distances.

To Thomas Harris Lot No.2 of said return in severality and not in common and described in said return by metes and bounds courses & distances.

To Sarah Jane Lane Lot No.2 of said return in severality and not in common as described in said return by metes and bounds courses and idstances .

To Cornelius Harris Lot No.4 of said return in severality and not in common and described in said return by metes and bounds courses & distances .

To Mary E.Harris Lot No.5 of said return in severality in comom and described in said return by metes bounds courses and distances .

To John Harris Lot No.6 of said return in severality and not in common and described in said return by metes bounds courses & distances

And it is further adjudged ordered and decreed that whereas in the order of Court appointed the Commission that this Court directed that the value of improvements placed on said land by several of the heirs at law of said Thomas Harris Sr. deceased should not be taken into account in making this position that the parties who have made such improvements shall have liberty and are hereby empowered and authorized to remove said improvemets on the lots hereby respectively allotted to them in the event that as now existing the said improvements shall be on the land or lot allotted to any of said partitioners which removal shall be made immediately and any damage to other properties to be paid by the party removing

And it is further adjudged ordered and decreed that the spring of water on the said parcel of ground which has heretofore been used in common by the parties to these proceedings shall continue to be so used provided no injury is done to the property of any of the said parties by the said user.

And it is further adjudged ordered and decreed that the costs of these proceedings shall be defrayed equally by the several distributies of said property in proportion to their respective rights and that said costs are hereby made a lien on the respective properties hereby allotted and upon the payment by any one of said distributiess of his or her propertjon of said costs that said lien as to the share due by such party as shall pay his or her share shall immediately divest

Jas.Revell.

In the matter of the Sale
of the Mortgaged real estate of
John W. Goodwin called John W. Hunter
Nellie Goodwin his wife.

No. 2512 Equity
In the Circuit Court for
Anne Arundel County.

Original Mortgage Filed 18th March 1903.

This Mortgage made this Fifteenth day of February in the year one thousand Nine Hundred by John W. Goodwin called John Hunter and Nellie Goodwin his wife of the City of Washington in the District of Columbia of the first part and Charles Weiss of the City of Annapolis of Anne Arundel County in the State of Maryland of the Second part Witnesseth;

Whereas the said parties of the first part have this day received by way of loan and advance of Two Hundred and fifty dollars from the said Charles Weiss for the proper payment whereof of three years after date the said parties of the first part have passed to the said Charles Weiss their joint promissory note of even date herewith and for the payment of said sum of Two Hundred and fifty dollars as also their six other joint promissory notes of even date herewith each for the payment of the sum of seven dollars and fifty cents and being for the semi-annual interest on said principal sum reserved.

And whereas the execution of these presents to secure the payment of the aforesaid promissory notes was a condition precedent to said loan.

Now this Mortgage Witnesseth That in consideration of the premises and of the sum of one Dollar the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said Charles Weiss his heirs and assigns in fee simple.

All that lot of ground situate and being in the City of Annapolis Anne Arundel County in the State of Maryland located on the South side of West Street fronting thereon twenty - nine feet more or less and having a depth of about one hundred and seventy two feet more or less being the same property devised to the said John W. Goodwin commonly called John Hunter by Charlotte C. Hunter by her last Will and Testimony duly admitted to probate in the Orphans Court for said Anne Arundel County and recorded among the Testamentary Records thereof in Liber J.W.B. No. 1 folio 40 & c .

And a part of the same property conveyed to said Charlotte C. Hunter by Frank H. Stockett trustee by deed dated the ninth day of March in the year eighteen hundred and eighty and recorded among the land records of Anne Arundel County in liber S.H. No. 16 folio 17 & c Together with the buildings and improvements thereupon, and the rights, roads, ways, water 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 him the said Charles Weiss his heirs and assigns forever.

Provided, that if the said parties of the first part their heirs, executors, administrator or assigns, shall well and truly pay the aforesaid sum of Two Hundred and fifty dollars together with the semi-annual interest thereon reserved according to the tenor of the aforesaid promissory notes, 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 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 and mortgage debt and interest, together with all liens of whatever kind on said property 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 Charles Weiss his heirs and assigns or Nicholas H. Green his or their Attorney 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 manner following, viz; upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as may be deemed necessary 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 counsel or attorney's fees 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 his personal representatives 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 parties of the first part for themselves and for their 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 One Hundred and fifty 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 Charles Weiss to the extent of his their lien or claim hereunder.

Witness the hands and seals of the said Mortgagors.

Test; George K.O'Donnell

John W. Goodwin (Seal)

or John W. Hunter

Nicholas H. Green

her
Nellie X Goodwin (Seal)
mark

City of Washington, Dist of Columbia, to-wit;

I hereby certify that on this fifteenth day of February in the year one thousand nine hundred before the subscriber a Notary Public of the City of Washington in and for the District of Columbia aforesaid personally appeared John W. Goodwin known as John Hunter and Nellie Goodwin his wife and acknowledged the foregoing Mortgage to be their act; and now at the same time, before me personally appeared also Nicholas H. Green the agent and Attorney of Charles Weiss the within named Mortgagee and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona as therein set forth.

And also make oath on the Holy Evangelical of Almighty God that he has not required the Mortgagors their agent or attorney or any person for the said Mortgagors to pay the tax levied upon the interest covenanted to be paid in advance, nor will he require the same to be paid by the Mortgagor or any person for them during the existence of this Mortgage.

George K.O'Donnell

(Notary's Seal)

Notary Public

For value received I hereby assign the within mortgage to Nicholas H.Green. for foreclosure. Witness my hand and seal this 17th day of March 1903.

Witness George E.Barton.

Charles Weiss (SEAL)

Bond Filed Feb. 23rd 1903.

Know all men by these presents. That Nicholas H.Green of the City of Annapolis Anne Arundel County in the State of Maryland and The United States Fidelity and Guaranty Company, a corporation of Maryland are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand 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 successors executors and administrators jointly and severally firmly by these presents sealed with our seals and dated this 19th day of March in the year Nineteen hundred and three.

Whereas the above bound Nicholas H.Green as Assignee of a Mortgage from John W.Goodwin and wife dated on the fifteenth day of February in the year Nineteenhundred and Recorded among the Land Records of Anne Arundel County in Liber G.W.No. 16 folio 408 &c., is authorized by virtue of a power of sale therein contained to sell the land and improvements mentioned in said mortgage in case of default thereunder.

And whereas default having occurred under said mortgage the said Nicholas H.Green is about to sell the property mentioned therein.

Now the condition of the above obligation is such that if the above bound Nicholas H.Green shall abide by and fulfill any order or decree which 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 and remain in full force and virtue in law.

Signed sealed and delivered in the presence of

Nicholas H.Green (Seal)

The United States Fidelity and Guaranty
 Corp By Chas. J Penniman 2nd Vice Presidt
 Attest; H.V.D.Johns 2nd Asst secretary.

(Corporate Seal)

In the Matter of the sale
 of the Mortgaged Real Estate
 John W Goodwin

No. 2512 Equity
 In the Circuit Court. for
 Anne Arundel County.

Statement of Mortgage Claim Filed 8th April 1903.

| | |
|--------------------------------------|---------------|
| Amt of Mortgage due Feb. 15th 1903 | \$ 250. |
| " " interest " Feb, 15" 1903, | 7.50 |
| " " " from Feb 15 1903 to Apl 9 1903 | 2.29 |
| | <u>259.79</u> |
| | \$ 259.79 |

State of Maryland Anne Arundel County Sct;

I hereby certify that on this eighth day of April in the year Nineteen hundred and three before me the Deputy Clerk of the Circuit Court for Anne Arundel County personally appeared Nicholas H.Green and made oath in due form of law that the above statement is just and true as above set forth to the best of his knowledge and belief.

(Int Rev St. 6ct) Note Filed 8th April 1903.

\$ 250.00 Washington D.C. Feb. 15 1900

Three years after date we promise to pay to
the order of Charles Weiss

Two hundred and fifty and no/11 Dollars

At Annapolis Md, Secured by mortgage of even date

Value received

John W. Goodwin

No. 7. Due.

her
Nellie x Goodwin
mark

Witness George K. O'Donnell

Interest Note for \$ 7.50 Filed 8th April 1903.

In the Matter of the Sale

No. 2512, Equity,

vs.

In the Circuit Court

Real Estate of John W. Goodwin

for Anne Arundel County

Report of Sale Filed 9th April 1903.

To the Honorable the Judges of said Court.

The Report of Nicholas H. Green Assignee of the mortgage filed in the above entitled cause respectfully shows unto your Honors;

That under and by virtue of the power contained in said mortgage default having occurred thereunder by reason of the failure of the mortgagors to keep the covenants therein on their part to be kept and performed, the undersigned as Assignee to foreclose same after having given bond with security for the faithful discharge of the duties and trust by said mortgage conferred and complying with the provisions of the law in respect to such cases, gave notice of the time, place manner and terms of sale of the mortgaged premises for more than twenty days by advertisement in the Evening Capital a newspaper published in the City of Annapolis Anne Arundel County Maryland as well as by hand bills extensively circulated and set up in said City of Annapolis and in accordance with said notice attended at the Court House Door in said City on Thursday the ninth day of April in the year 1903, at 12 o'clock M. and then and there offered to publish sale the property mentioned in said mortgage to-wit. All that lot of ground situated in the City of Annapolis and located on the South side of West Street fronting thereon twenty nine feet more or less and having a depth of about one hundred and seventy two feet more or less improved by a two story frame dwelling house, and sold the same to Herman Ellinghauser at and for the sum of Seven Hundred dollars, the same being at that sum the highest bidder therefor, of which sum the said Herman Ellinghauser has paid one hundred dollars and agrees to pay the balance in accordance with the terms of sale. The Agreement of purchaser and auctioneers Certificate are filed herewith marked Exhibit N.H.G. No. and NO. 2 respectively.

That the price obtained is a very good one and the ratification of the sale as made is respectfully asked.

And he further reports that said sale was fairly made.

All of which is respectfully submitted

Nicholas H. Green

Assignee &c.

State of Maryland, Anne Arundel County Sct.

I hereby certify that on this 9th day of April 1903, before me the subscriber Deputy Clerk

of the Circuit Court for Anne Arundel County personally appeared the above named Nicholas H. Green Assignee of the mortgage filed in the above cause and made oath that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Robert H. Welch, Deputy Clerk.

Order Nisi 9th April 1903.

Ordered this 9th day of April in the year 1903, that the sale made and reported as above by Nicholas H. Green Assignee of the mortgage filed in the above entitled case of the real estate mentioned in these proceedings be and the same will be ratified and confirmed unless cause to the contrary thereof be shown on or before the 9th day of May next; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the said 9th day of May 1903,

The Report states the property sold for \$ 700.

Geo. Wells, Clerk.

Certificate of Pub. Filed 12th May 1903.

Annapolis Md. May 12th 1903.

We hereby certify that the annexed advertisement Order Nisi in sale of Mortgaged real estate of Jno. W. Goodwin was published in the Evening Capital, a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Md. once a week for 4 successive weeks before the 9th day of May 1903, the first insertion appearing on the 9 day of April 1903.

Wm. M. Abbott & Son. Publisher.

Final Order Ratifying Sale . 12th May 1903.

Ordered this 12th day of May in the year Nineteen hundred and three by the Circuit Court for Anne Arundel County sitting in Equity that the above reported sale 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 directed by the preceding order.

The Trustee is allowed commissions according to the rules of this Court and such expenses as he shall produce vouchers for to the Auditor

Jas. Revell.

Exhibit N.H.G.No. 1 filed 9th April 1903

Agreement of Purchaser.

Exhibit N.H.G.No. 2 Filed 9th April 1903

Auctioneers Certificate

In the case of the mortgaged real estate of Jno. W. Goodwin.

In the Circuit Court for Anne Arundel County

Auditors Report And Account Filed 13th May 1903.

To the Honorable the judges of said Court.

The auditor reports to the Court that he has examined the proceedings in the above entitled cause and from them has stated the within account in which the taxes, assignees Commissions costs and expenses are allowed then the mortgage claim in full and a balance to the mortgagor.

All of which is respectfully submitted.

James W. Owens,
Auditor.

James Edward Abbott
Vs

In the Circuit Court for
Anne Arundel County

Rashleigh B. Chalmers et al.

In Equity No 2565.

Bill for sale of Real Estate, Filed 10th September 1903

To the Honorable the Judges of the Circuit Court for Anne Arundel County In Equity.

Your Complaining shows

First; That your Orator and a certain Rashleigh B. Chalmers one seized and possessed as tenants in common of a certain lot of land situate on Church Street in the City of Annapolis and fronting upon said street 21 feet and running back to State Circle said lot of land being improved by a two story brick building known and called as the old post office building the one half undivided interest of the said James E. Abbott having been conveyed to him by Mary Russell by deed bearing date the 7th day of August A.D. 1903, which deed is duly recorded among the Land Records of Anne Arundel County in Liber G.W.No 33 folio 322 a duly certified copy of which deed will be later files in this case as part of this bill of Complaint marked Plaintiffs exhibit J.E.A. No.1 the one half undivided interest of the said Rashleigh B. Chalmers having been conveyed to him by deed from Edith F. Thompson and others by deed bearing date the 8th day of August in the year 1903; and duly recorded among the Land Records of Anne Arundel County in Liber G.W.No 33, folio 167 a copy of which deed will be filed later in this case as part of this bill of Complaint marked plaintiffs Exhibit J.E.A. No.2;

Second; That the plaintiff your orator desires and alleges that he is entitles to a partition of said real estate and alleges that said real estate is not susceptible of partition according to the two interests therein without material loss and injury to your orator and the said defendant and a decree for the sale of said real estate for the purpose of partition is desired by the plaintiff

Third; Your orator believes and charges that the said Rashleigh B. Chalmers is not a resident of the State of Maryland and your orator is not informed whether the said defendant is a married man or not;

To the end therefore;

1. That a decree may be passed by this Court for a sale of said real estate for the purposes of partition.

2. That the plaintiff may have such other and further relief as his case may require;

May it please your Honors to grant a to your orators the order of publication giving notice to the said Rashleigh B. Chalmers and his wife if wife he has, whose exact place of residence is unknown to your orator, of the object and substance of this bill and warning him or them to appear in this Court in person or by colicitor on or before a certain day, to be named therein to show cause if any they may have why a decree ought not to be passed as prayed.

And as in duty bound &c

Robert Moss Solicitor for Plaintiff.

Exhibit J.E.A. No.2. Filed 23 September 1903,

This Deed made this 8th day of August in the year Nineteen hundred and three between Frank H. Thompson and Martha R. Thompson his wife and J. Guy Thompson and Edith T. Thompson both unmarried all of the City of Annapolis and State of Maryland of the one part and Rashleigh B. Chalmers of the City and State of New York of the other part

Whereas on the twenty second day of December eighteen hundred and sixty eight a certain William H. Thompson and Jane Ann Thompson his wife conveyed to Sarah E. Thompson and Mary Russell in Equal moities the land hereafter described which said deed is recorded among the Land Records for Anne Arundel County in Liber S.H. No. 3 folio 254 &c And whereas the said Sarah E. Thompson departed this life many years ago, intestate seized of the said land & set out in the aforesaid deed leaving surviving her, her husband, Dennis C. Thompson now also dead. And the following Childred her only heirs at law, namely; Frank H. Thompson, Fannie C. Thompson, Charles O. Thompson, J. Guy Thompson, Herman W. Thompson, and Edith T. Thompson and whereas the said Herman W. Thompson conveyed for a valuable consideration to the said Frank H. Thompson all his interest title and estate in the said land aforesaid by deed dated the Thirtieth day of October eighteen hundred and eighty six and recorded among the Land Records for said County in Liber S.H. No. 31 folio 612 &c. And the said Charles O. Thompson by his last will and testament dated the eighth day of May Eighteen hundred and eighty nine and duly recorded admitted to probate by the Orphans Court for said County recorded in the Office of the Register of Wills in Liber J.W.B. No. 1 folio 392 &c., devised to the said Edith T. Thompson, all his right, title, interest and estate in the aforesaid land.

And the said Fanny C. Thompson by her last will and testament dated the fourth day of January Eighteen hundred and ninety and duly admitted to probate by the Orphans Court for said County and recorded in the Office of the Register of Wills in Liber J.W.B. No 1 folio 415 &c., devised to the said Frank H. Thompson, Edith T. Thompson, and J. Guy Thompson all her right, title interest and estate in the aforesaid land and whereas the said Frank H. Thompson, J. Guy Thompson have sold to the said Rashleigh B. Chalmers all their right, title interest and estate in the said land aforesaid, said interest being a one half undivided portion therein are desirous of conveying the same to the purchaser by a good and sufficient deed.

Now Therefore this deed witnesseth that for and in consideration of the sum of Eighteen hundred dollars current money in hand paid by the said Rashleigh B. Chalmers to the parties hereto of the first part at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, they the said Frank H. Thompson, Martha R. Thompson, his wife J. Guy Thompson, and Edith T. Thompson have granted bargained and sold and by these presents do grant and bargain sell and convey to the said Rashleigh B. Chalmers and to his heirs and assigns all their right, title, interest and estate as aforesaid, in and to all that lot part of a lot or parcel of land, situate on the north side of Main or Church Street in the City of Annapolis Maryland, described as follows;

Beginning for the same in the line of said Street in the dividing line between said Frank H. Thompson all his interest title, and estate in the said land aforesaid by deed dated the Thirtieth day of October Eighteen hundred and eighty six, and recorded among the Land Records for said County in Liber S.H. No, 31 folio 612 &c. And the said Charles O. Thompson by his last will and testament dated the eight

Beginning for the same in the line of said Street in the dividing line between the property owned by Henry Dunkers and the Lot hereby conveyed and running westwardly with said street twenty one feet thence northwardly to the State House Circle by a line drawn parallel with the said line of Dunker's heirs, thence with the State House Circle eastwardly, twenty one feet more or less to the said dividing line, therewith said line Southwardly to the beginning Together with all the buildings and improvements thereon erected, and all the rights privileges and appurtenances thereunto belonging, to the extent of the interest of the said grantors in and to the same.

To Have and To Hold the above granted estate unto the said Rashleigh B.Chalmers, his heirs and assigns forever in fee simple.

And the said grantors do hereby covenant that they will warrant specially the estate hereby conveyed and will execute such further assurances of said interest in said lands as may be requisite,

In Witness whereof the said Frank H.Thompson, Martha R.Thompson his wife, J.Guy Thompson and Edith T,Thompson have hereunto signed their names and affixed their seals the day and year above written

Signed sealed and delivered in the presence of John N.Davis.

Frank H.Thompson (Seal)

Martha R.Thompson (Seal)

Edith T.Thompson (Seal)

J.Guy Thompson (Seal)

State of Maryland, Anne Arundel County to-wit;

I hereby certify that on this 8th day of August Nineteen hundred and three before the subscriber a Justice of the Peace of the State of Maryland in and for Anne Arundel County personally appeared the above named Frank H.Thompson Martha R.Thompson J.Guy Thompson and Edith T. Thompson and each executed and acknowledged the foregoing instrument of writing to be their respective act and deed.

John N.Davis, Justice of the Peace.

Recorded 10 August 1903.

State of Maryland Anne Arundel County Set;

I hereby certify that the foregoing is truly taken and copied from Liber G.W.No. 33 folio 167 &c., one of the Land Records for Anne Arundel County-

In Testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 22nd day of September A.D. 1903,

(Seal of Circuit Court)

Geo.Wells, Clerk.

Exhibit J.E.A. No.1 Filed 23 Sept 1903;

This Deed made this 7th day of August in the year nineteen hundred and three by Mary Russell (the widow of Joseph Russell Of Anne Arundel County and State of Maryland, witnesseth; that for and in consideration of the sum of eighteen hundred dollars (\$1800.00) the receipt whereof is hereby acknowledged the said Mary Russell does hereby grant and convey unto James Edward Abbott, his heirs and assigns, all of his undivided one half interest either at law or in equity in and to that lot of ground which was conveyed by William H.Thompson to the said Mary Russell and Sarah E.Thompson, by deed bearing date the 22nd day of December 1869 and recorded in Liber S.H. No.3, folios 254 &c One of the land records books of said County and do also

bargain and sell to the said James Edward Abbott all of her undivided one half interest in and to all the furniture and fixtures now in the building on said lot which were formerly used in connection with the post office. The said lot is particularly described as follows. Beginning for the same on the north side of Church or Main Street in the City of Annapolis in the dividing line between the property formerly owned by Henry Dunkers and the lot hereby conveyed and running westwardly with said Street twenty one feet thence north wardly to the State House Circle by a line of Dunkers lot, thence with the State House Circle twenty one feet more or less, to the said dividing line, thence in the said dividing line to the beginning; Together with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining.

To Have and To Hold the above granted property unto the said James Edward Abbott his heirs and assigns forever in fee simple. And the said Mary Russell does hereby covenant that she will warrant specially the property hereby conveyed and that she will execute such other and further assurances of said land as may be requisite.

Witness my hand and seal the day and year first above written;

Witness Jas.A.Walton.

Mary ^{her} X Russell (Seal)
mark

State of Maryland Anne Arundel County to-wit;

I hereby certify that on this 7th day of August in the year nineteen hundred and three, before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid personally appeared the within named Mary Russell and acknowledged the foregoing deed to be her act and deed;

Witness my hand and seal notarial.

(notary's Seal)

Jas.A.Walton

Notary Public.

Recorded 10th September 1906.

State of Maryland, Anne Arundel County Sct;

I hereby certify that the foregoing is truly taken and copied from Liber G.W.No. 33, folio 322 &c One of the Land Records for Anne Arundel County.

In testimony whereof I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 21st day of September A.D. 1903;

(Seal of Circuit Court)

Geo.Wells, Clerk;

Order for appearance for respondents, Filed 15th Sept. 1903;

Jas.E.Abbott

No 2565 Equity

vs,

Circuit Court

Rashleigh B.Chalmers

for Anne Arundel County;

and Elizabeth B.Chalmers his wife;

Defendants Answer; Filed 15th September 1903

To the Honorable the Court;

Rashleigh B.Chalmers and Chalmers his wife the defendants in the above entitled cause being non residents of the State of Maryland waive the order of publication applied for in the Plaintiffs Bill of Complaint admit all the allegations of said bill and consent to an immediate decree for the sales of said real estate for partition as prayed in the plaintiffs

bill; And as &c

James W. Owens.

Solicitor for Respondents

James E. Abbott

In the Circuit Court for

vs.

Anne Arundel County

Rashleigh B. Chalmers;

In Equity;

General Replication Filed 21st September 1903;

The Plaintiff joins issue on the matters alleged in the answers of the defendants so far as the same may be taken to deny or avoid the allegations of the bill.

Robert Moss, Solicitor for Plaintiff-

James E. Abbott,

No. 25 65 Equity

vs.

Circuit Court for

Rashleigh B. Chalmers, and

Anne Arundel County;

Chalmers his wife

Decree Filed Sept. 23 1903;

This Cause standing ready for hearing and having been submitted on bill, answer and exhibits and and agreements of parties the proceedings were read and considered;

It is Thereupon this 23rd day of September 1903 by the Circuit Court for Anne Arundel County adjudged ordered and decreed that the real estate in these proceedings mentioned be sold for the purpose of partition among the parties entitled thereto;

It is further adjudged ordered and decreed that William M. Abbott and John H. Lamb 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 for with the Clerk of this Court a joint or several bond to the State of Maryland and executed by themselves and a surety or sureties to be approved by said Clerk in the penalty of Four Thousand dollars conditioned for the faithful performance of the trust reposed in them by this decree or that may be reposed in them by any future decree or order in the premises. They shall then proceed to make the sale having given three weeks previous notice by advertisement inserted in some newspaper published in Anne Arundel County of the time, place, manner and terms of sale which terms sale shall be one third cash, one third in six months and one third in twelve months or all cash at the option of the purchaser or purchasers the credit portions to bear interest and to be secured to the satisfaction of the trustees, and as soon as may be convenient after said sale 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 Courts ratification of the sale and on the payment of the whole purchase money and not before), the said trustees shall by a good and sufficient deed to be executed acknowledged 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 plaintiff 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 to the said trustees as this Court shall think proper to allow in consideration of the skill attention and fidelity wherever they shall appear to have discharged their trust.

Jas. Reveil

Upon application to the Court, it has allowed the Trustees to execute a joint or several bond as either trustee may elect and the Court has interlined on the 26th line of first of this decree the words " or several".

Jas Revell. Oct.9, 1903;

Bond Filed Oct 10, 1903;

Know all men by these presents that we William M.Abbott C.A.DuBois and L.H.Gadd all of Anne Arundel County and State of Maryland are held and firmly bound unto the State of Maryland to be to the said State or its certain Attorney in the full and just sum of Four Thousand dollars current money to the payment of which sum we bind ourselves and each of us,our,heirs executors administrators jointly and severally firmly by these presents, sealed with our seals and dated this 5th day of October in the year Nineteen hundred and three;

Whereas by a decree of the Circuit Court for Anne Arundel County in Equity bearing date the 23rd day of September A.D.1903 and passed in a cause in the said Court wherein J.Edward Abbott was plaintiff and Rashleigh B.Chalmers and wife were defendants said cause being 2565 Equity;

The above bounden William M.Abbott and one John H.Lamb, have been appointed Trustees to make sale of certain real estate in the said proceedings mentioned. Now the condition of the above obligation is such that if the above bounden William M.Abbott shall well and truly faithfully perform the trust reposed in him by said decree or that may be reposed in him by any future decree or order in the premises then the above obligation to be void, otherwise to remain in full force and virtue in law;

| | | |
|-----------------------------|------------|--------|
| Signed sealed and delivered | W.M.Abbott | (Seal) |
| in the presence of | C.A.DuBois | (Seal) |
| F.Eugene Wathen, | L.H.Gadd | (Seal) |

Bond Filed 10 October 1903;

Know all men by these presents

That we John H.Lamb and Luther H.Gadd are held and firmly bound unto the State of Maryland and to be paid to said State or its certain Attorney in the sum of Four Thousand dollars to the payment of which we bind ourselves and each of us our heirs administrators and assigns jointly and severally firmly by these presents signed with our hands and sealed with our seals this first day of October in the year nineteen hundred and three.

Whereas the said John H-Lamb (in conjunction with William M.Abbott) has been appointed by the Circuit Court for Anne Arundel County under its decree a trustee for the sale of certain real estate mentioned and described in a case now pending in the Circuit Court for Anne Arundel County in which J.Edward Abbott is plaintiff and Rashleigh B.Chalmers and wife are defendants said case being N. Equity in said Circuit Court;

Now therefore the condition of this bond is that if the above bounden John H.Lamb shall well and truly execute the duties imposed on him by said decree or by any other decree which may be passed by any court of Competent jurisdiction in the premises and shall pay over and dispose of the money arising from the sale of said real estate in conformity to such decree or decrees then this obligation shall be null and void otherwise to be and remain in full force and virtue in law.

Witness
James W.Owens

John H.Lamb (Seal)
Luther H.Gadd (Seal)

J.Edward Abbott,

No. Equity

vs.

Circuit Court for

Rashleigh B.Chalmers et al.

Anne Arundel County.

Trustees Report of Sale Filed 2. Nov 1903.

To The Honorable the Court The Report of Sale in the above entitled cause made by William M. Abbott and Jno H.Lamb Trustees in that behalf appointed by the decree of said court respectfully shows;

That your trustees gave bonds as required by the decree which bonds were approved by the Clerk of this Court They then advertised the sale of said property in the Evening Capital a newspaper published in Anne Arundel County and also advertised by hand bills extensively circulated and having complied with all pre requisites of the decree they offered the property described in the advertisement hereto attached at the Court House door in the City of Annapolis Anne Arundel County Maryland, through J.Roland Brady Auctioneer on Monday November 2nd 1903, at 11 o'clock A.M. and sold the said real estate to Charles E.Martin at and for the sum of forty seven hundred and seventy five (\$4775.00) dollars he being then and there the highest bidder therefor who has paid your Trustees the deposit of one hundred (\$100.00) as required by the decree and who agrees to comply with the terms of sale.

And your trustee file herewith a certificate of said sale by J.Roland Brady Auctioneer; All of which is respectfully submitted

Wm.M.Abbott
John H.Lamb Trustees.

Maryland Anne Arundel County SS.

I hereby certify that on this 2nd day of November A.D. 1903, before the subscriber Deputy Clerk of the Circuit Court for Anne Arundel County personally appeared William M.Abbott & John H.Lamb and each made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein stated and also each made oath that said sale was fairly made and at the highest price obtained for said property;

Wm.N.Woodward Deputy Clerk

Hand Bill And Auctioneer Certificate Filed 2nd November 1903.

(Not for Record)

J.Edward Abbott

No Equity

vs,

Circuit Court

Rashleigh B.Chalmers,

Anne Arundel County

Petition and Agreement for substitution and immediate ratification

Filed 4 Dec. 1903.

To The Honorable the Judges of said Court

The Petition of Charles E. Martin respectfully shows;

1 That at the sale of the real estate in these proceedings mentioned he became the purchaser thereof as will appear by the Trustees report therein filed;

2, That since said sale he has sold the said real estate to George W.Jones and your petitioner

therefore prays your Honors to pass an order substituting the said George W. Jones as the purchaser in his place and stead;

And as in duty &c;

Witness; Jno. W. Martin;

C. E. Martin

I hereby consent to the above substitution and also to the immediate Ratification of the sale;

Witness; John B. League,

Geo. W. Jones;

We hereby consent to the aforesaid substitution and agree to the immediate ratification of the sale;

Witness

Wm. M. Abbott,

W. H. Freeman,

John H. Lamb, Trustees;

Robert Moss solicitor for Rep. J. Ed. Abbott.

J. S. W. Owens Solr, for Rashleigh B. Chalmers

Ordered December 4th 1903; Ratifying Sale;

Ordered by the Circuit Court for Anne Arundel County on this 4th day of December 1903, on the foregoing petition and agreement that the report of the sale of property made and reported to this Court by the Trustees in this case be and the same is hereby finally ratified and confirmed and that George W. Jones be and he is hereby substituted as purchaser of the said real estate in the place and stead of Charles E. Martin and that the Trustees be and they are hereby allowed costs of court their commissions, and expenses (not personal) for which they shall file vouchers with the special auditor (in his case to be appointed) to whom this case for the statement of an account is hereby immediately referred;

I. Thomas Jones

W. Edwin Abbott

No 2565 Equity

Vs

Circuit Court

Rashleigh B. Chalmers;

for Anne Arundel County

Petition and Order for appointment of

Special Auditor Filed 3rd December 1903;

To The Honorable the Court

James W. Owens Auditor of this Court reports to the Court that he is disqualified as Auditor in the Above entitled cause for the reason that he was the defendant's solicitor and prays the Court to appoint a special auditor to state the account in the premises;

And as &c;

James W. Owens Auditor;

Order December 3rd 1903;

Ordered by the Circuit Court for Anne Arundel County on the Aforegoing petition on this 3rd day of December 1903 that Winson G. Gott be and he is hereby appointed special auditor in this cause as prayed by the Auditor but before stating an account the said special auditor shall make before the court the same affidavit required of the auditor;

I. Thomas Jones

In the presence of Almighty God I Winson G. Gott do solemnly promise and declare that in the above entitled cause I will faithfully execute the duties of special auditor without favor affection, partiality or prejudice Sworn before me this 3rd day of December 1903.

I. Thomas Jones;

J.Edwin Abbott,
vs.

In the Circuit Court
for

Rashleigh B.Chalmers et al

Anne Arundel County

Auditors Report and Account Filed 4 Dec 1903.

To The Honorable the Judges of said Court

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause and from them has stated the within account in which the costs commissioners and expenses of the Trustees have been allowed and the balance is distributed among the parties in interest according to their respective rights.

All of which is respectively submitted.

Winson G.Gott, Special Auditor.

We hereby Agree to the immediate ratification of the within account.

Robert Moss
Solicitor for Plf

Wm.M.Abbott Trustee

John H.Lamb Trustee

J.Ed. Abbott

Geo W.Jones

Jas .W.Owens Solicitor for Rashleigh R, Chalmers.

Dr. The Real Estate of J.E. Abbott & Rashleigh B. Chalmers in ac.
with Wm.M. Abbott and Jho H. Lamb Trustees.

VCr

1903 Nov

1903

| | | | | | | | | |
|---------|---|-----------|---------|----|-------|-----------------------|--------|----|
| Nov, 2. | To the Trustee for Commissions | | 173 | 25 | Nov 2 | By proceeds of sale | | |
| " " | " " " " "Expenses viz; | | | | | of real estate as per | | |
| | Advertising Evening Capital | \$ 23 00 | | | | report filed | \$4775 | 00 |
| A | Auction J. Roland Brady | 21 00 | 44 | 10 | | | | |
| " " | To the Trustees for Court Costs viz. | | | | | | | |
| " " | To the Trustees for Court costs | | | | | | | |
| " " | Plaintiffs Solicitor | \$ 110 00 | | | | | | |
| " " | Defendants " | 10 00 | | | | | | |
| " " | Clerk Circuit Court | 12 65 | | | | | | |
| " " | Copies of deeds | 2 50 | | | | | | |
| " " | Auditor | 4 50 | 39 | 65 | | | | |
| " " | TO trustees for taxes viz; | | | | | | | |
| | Annapolis city taxes for 1903 | | 21 | 50 | | | | |
| | To distribution of balance as follows viz; | | | | | | | |
| | To Wm M. Abbott attorney in fact for J.E. Abbott 1/2 | | \$ 2248 | 30 | | | | |
| To | To Robt. J. Berryman atty in fact for Rashleigh B. Chalmers 1/2 | | 2248 | 30 | | | | |
| | | | \$4775 | 00 | | | \$4775 | 00 |

Final Order December 4th 1903.

In The Circuit Court for Anne Arundel County.

Ordered by the Court this 4th day of December 1903 that the foregoing Report and account of the Auditor be and the same is hereby finally ratified and confirmed on agreement of parties and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

I. Thomas Jones.

In the Matter of the mortgaged
Real Estate of
Thomas Griffin

In The Circuit Court
for Anne Arundel County
No. 2607 Equity.

Mortgaged Filed 22nd March 1904.

This Mortgage made this 22nd day of March in the year eighteen hundred and ninety three by Thomas Griffin and Alice Griffin his wife of the first part and S.Roland White of the Second part, all of Anne Arundel County and State of Maryland, , Whereas the parties of the first part are indebted unto the said S.Roland White in the just sum of two hundred and sixty eight with interest thereon from the second day of January 1893, and as the said Thomas Griffin and Alice Griffin his wife are anxious to secure the payment of the said debt and in order to so have executed these presents.

Now this mortgage witnesseth that in consideration of the premises and of the sum of one dollar the said parties of the first part, have bargained and sold and by these presents do grant and convey unto the said S.Roland White all their right, title interest and estate in and to all that piece or parcel of ground situate lying and being in the Great Swamp in the Eighth Election District of Anne Arundel County which was conveyed to the said Thomas Griffin by deed from John Cromwell and wife dated the eighteenth day of August in the year eighteen hundred and eighty two, and duly recorded in Liber S.H.No. 20 folio 256 one of the LandsRecords of Anne Arundel County and containing twenty and one quarter acres of land more or less, the same being the land that was conveyed to the said John Crandell by deed executed by Mary Norman dated the fourteenth day of December in the year eighteen hundred and sixty eight.

Together with the buildings thereon and the rights. roads ways, waters, privileges and appurtenances 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 said S.Roland White his heirs and assigns forever. Provided that if the said parties of the first part their heirs or assigns shall well and truly pay to the said S.Roland White, the said sum of two hundred and sixty eight dollars with the interest thereon, from the second day of January in the year 1893, on or before the Second day of January in the year 1894, and shall perform all the covenants herein on their part to be performed then this Mortgage shall be void, and the said parties of the first part, for themselves their heirs and assigns, do hereby covenant to pay the aforesaid debt with the interest, when legally demandable, But if default be made, in the payment of of said money or the interest thereon to accrue at the time specified, then the entire debt shall be deemed due and demandable; and it shall be lawful for the said S.Roland White his heirs and assigns or his agent or attorney at any time after such default to sell the property hereby mortgaged to satisfy and pay said debt interest and all costs incurred in making such sale and to convey the said property to the purchaser thereof his heirs or assigns; and which sale shall be made in manner and terms of sale in some newspaper printed in Anne Arundel County and such other notice as may be deemed necessary and in the event of a sale of said property, the proceeds from such sale to apply first to the payment of all expenses incident to such sale, including 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 S.Roland White under this mortgage and the surplus if any to pay over to the said mortgagors their

personal representatives and as signs;

Witness our hands and seals;

Test;

Thomas ^{his} X Griffin (Seal)
_{mark}

Geo.W.Hyde;

Alice ^{her} X Griffin (Seal)
_{mark}

State of Maryland, Anne Arundel County to-wit;

I hereby certify that on this 22nd day of March in the year eighteen hundred and ninety three before me the subscriber a Justice of the Peace of the State of Maryland in and for said county personally appeared Thomas Griffin and Alice Griffin his wife and each acknowledged the above mortgage to be their respective act and also at the same time personally appeared S.Roland White and made oath in due form of law that the consideration as set forth in the foregoing mortgage is true and bona fide as therein stated.

Geo.W.Hyde, J.P.

For value received, I hereby assign to Joshua M.Dennis the foregoing mortgage and the mortgage debt secured thereby being this 10th day of May 1904, Witness my hand and seal this 10th day of May nineteen hundred,

Witness; W.T.Weems;

Samuel R.Whiteer (Seal)

Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 10th day of May nineteen hundred, before the subscriber, a Justice of the Peace of said State in and for said County, personally appeared Joshua M.Dennis, assignee in the foregoing assignment, and made oath in due form of law that he has not required the mortgagors, their Agent or Attorney, or any person for the said Mortgagors to pay the tax levied upon the interest covenanted to be paid in advance, nor will he require the same to be paid by the mortgagors or any person for them during the existence of the mortgage aforesaid,

W.T.Weems, J.P.

For value received, I hereby assign to The Farmer's National Bank of Annapolis, the foregoing mortgage, and the mortgage debt secured thereby being this day #

Witness my hand and seal this 10th day of May Nineteen hundred.###

Witness, W.T.Weems;

Joshua M.Dennis (Seal)

Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 12th day of May Nineteen hundred before the subscriber, a justice of the Peace of said State, in and for said county, personally appeared George A.Culver Cashier of the Farmers' National Bank of Annapolis, the Assignee in the foregoing assignment and made oath on the Holy Evangely of Almighty God, that the said Assignee has not required the mortgagors, their agent or attorney, or any person for the said Mortgagors to pay the tax levied upon the interest covenanted to be paid, in advance, nor will the said assignee require the same to be paid by the said mortgagors, or any person for them during the existence of this mortgage.

John N.Davis.

The Farmers National Bank of Annapolis does hereby assign this mortgage to James M.Munroe, in trust for The Farmers Nat, Bank aforesaid.

Witness the hands of J.Wirt Randall President of said Bank and the Corporate Seal thereof

attested by its Cashier George A.Culver this Seventeenth day of February 1904.

George A.Culver

J.Wirt Randall President

Cashier Farmers National Bank. (Corporate Seal)

Farmers National Bank of
Annapolis.

sold, and pursuant thereto, he did attend in person at the Court house door in the city of Annapolis, on Tuesday, the 29th day of March, 1904, at eleven o'clock A.M. and then and there proceeded to offer said property at public auction and after various bids had been offered for the said property, he sold the same to Joshua M. Dennis at and for the sum of four hundred and fifty dollars, he being then and there the highest bidder therefor, and the said assignee files here with the auctioneer's certificate of the said sale and the agreement of the said purchaser to comply with the said terms of sale.

All of which is respectfully submitted;

James M. Munroe,

Assignee

State of Maryland, Anne Arundel County, to wit;

I hereby certify that on this seventh day of April in the year 1904, before me the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared James M. Munroe, assignee, and made oath in due form of law that the matters and things set forth in the foregoing report of sale are true and therein stated to the best of his knowledge and belief and that said sale was fairly made.

Wm. N. Woodward, Deputy Clerk, Circuit
Court for Anne Arundel County.

In the Matter of the sale of the
Mortgaged Real Estate of
Thomas Griffin & Wife.

In the Circuit Court for
Anne Arundel County
No. 2607 Equity.

Order Nisi Passed 7th April 1904.

Ordered this 7th day of April 1904, That the sale of the property mentioned in these proceedings made and reported by James M. Munroe Assignee Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 7th day of May 1904, Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of May, 1904,

The Report States the amount of sales to be \$450.00.

Geo. Wells, clerk

Certificate of Publication filed May 9th 1904.

Annapolis Md., May., 7th 1904.

I hereby certify that the annexed Order Nisi in the matter of the sale of the Mortgaged Real Estate of Thos Griffin & wfd, was published in the Maryland Republican, a weekly newspaper published in the City of Annapolis, once a week for three successive weeks before the 7th day of May 1904, the first insertion being made the 9th day of April 1904,

John Oliver Martin,

One of the Publishers.

In The Matter of the sale of the
Mortgaged Real estate of
Thomas Griffin & wife.

In the Circuit Court
for Anne Arundel County,
No. 2607 Equity.

Order of Court May 11th Rat ifying Report of Sale-

Ordered by the Court this 11th day of May 1904, that the sale made and reported by the Assignee aforesaid 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; and the Assignee is allowed the usual commissions as provided in the mortgage and such proper expenses as he shall produce vouchers for to the Auditor.

Wm. H. Thomas,

Associate Judge.

Certificate of Auctioneer Filed 7th April 1904.

Agreement of Purchaser to Comply with terms of sale

Filed 7th April 1904.

In the case of The Mortgaged
Real estate of Thomas Griffin.

In The Circuit Court
For Anne Arundel County

Auditors Report and Account filed 25th February 1905.

To the Honorable the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within mortgage account first allowing taxes, the assignee's costs, commissions and expenses then the mortgage debt and a balance to the mortgagor All of which is respectfully submitted.

James W. Owens. Auditor.

| Dr. The Mortgaged Real Estate of Thomas Griffin in ac, With James M. Munroe. | | Cr. | |
|--|---|-----------|-----------|
| 1904 | | | |
| 29- | To The Assignee for his commis; | \$ 30 00 | |
| " " | " " " " " 2 expen; viz; | | |
| " " | " Advertising Md Republican! | \$ 15 00 | |
| " " | " Auctioneer W.F. Minnick, | 10.00 | |
| " " | To the Assignee for Court costs viz; | | |
| " " | " Solicitor, | 10.00 | |
| " " | Clerk of Court | 8. 95 | |
| " " | " " " recording assignment | 75 | |
| " " | " Auditor | 4 40 | \$ 24 20 |
| " " | To the Assignee for taxes as follows, viz; | | |
| " " | State & County for year 1901 | \$ 15 20 | |
| " " | " " " " " 1902 | 16 05 | |
| " " | " " " " " 1903 | 10 55 | \$ 41 80 |
| " " | " The Farmers National Bank in full of Indemnity mortgage note filed | \$ 225 00 | |
| " " | Thomas Griffin Mortgagor this balance payable to J. Shaw M. M. Dennis Administrator of Griffin..... | \$ 104 00 | |
| | | \$ 450 00 | \$ 450 00 |

1904
Mch. 29

By Proceeds of sale of
Real estate as per report \$ 450 00

Final Order July 18th 1906.

In The Circuit Court For Anne Arundel County.

Ordered by the Court this 18th day of July 1906, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

I. Thomas Jones

11

In The Matter of the Mortgaged
Real Estate of Vincent E. Trott,
Mary Jane Trott,

In The Circuit Court
For Anne Arundel County
No. 2710 Equity.

Original Mortgage Filed 11th April 1905.

(Int.Rev.Stamp, 25¢.) This Mortgage, made this thirty first day of May in the year one thousand nine hundred and one by Vincent E.Trott and Mary Jane Trott, his wife, of Anne Arundel County, Maryland of the first part, and The Annapolis Savings Institution, a body corporate, of Annapolis, Maryland, of the second part, Witnesseth;

Whereas, the parties of the first part have this day received by way of loan an advance from the said Savings Institution of the sum of Twelve Hundred dollars for the payment whereof five years after date the parties of the first part have passed to said Savings Institution their promissory note of even date herewith, and for the payment of the semi-annual interest on said principal sum reserved, the said parties of the first part have passed to the said Savings Institution their ten other joint promissory notes, each being for the sum of Thirty six dollars and payable at intervals of six months each; and whereas the execution of these presents to secure the payment of the aforesaid notes, was a condition precedent to said loan;

Now this Mortgage Witnesseth, that in consideration of the premises, and of the sum of One Dollar, the said Vincent E.Trott and Mary Jane Trott, have bargained and sold and by these presents do grant and convey unto the Annapolis Savings Institution aforesaid, its successors and assigns in fee simple the following property namely; All those lots of ground situate in the Village of Eastport in the Second Election District of Anne Arundel County as follows.

First; All those lots described as follows,

Beginning for the same at a point on Chester Avenue on the South Side thereof distant eighty-two feet six inches from the southeast corner of said avenue and Fourth street and running thence in a South easterly direction at right angles to said 4th street the distant of 260 feet to the waters of Back Creek thence with the line of the shore of said creek to the line of the property conveyed by the mortgagors to Amelia C. Windsor, August 6th 1895, recorded J.C.B. No. 4 folio 155, thence in a Northwesterly direction and with the Northeast line of said Windsor lot and parallel to the first line, to the said Chester avenue, thence in a Northeasterly direction and binding on the line of said Avenue a distance of eighty two feet six inches, being Lot No.81, and part of Lot No. 84 as laid down on a plat of Hoth Point made by John Duvall surveyor, September 30th 1868, and being a part of the same property mentioned and described in a deed thereof from John W.Letourneau and others to Vincent E.Trott dated October 9th 1885 and recorded in Liber S.H.No. 26 folio 485; and part of same conveyed to John W.Letourneau and others by James M.Munroe, Trustee of estate of Eugene Burchenal dated July 18th 1883, recorded S.H.No. 22 folio 85;

Second; All the lot of ground being part of Lot No.78 as laid down on said Plat made by John Duvall which is described as follows in a deed thereof to Mary Jane Trott from George H.Britton et al; dated January 16th, 1901 recorded G.W.No. 20 folio 21; Beginning for the same at a point in the building line on the Northwest side of Chester Avenue at the distance of 145 feet from the north corner of said Avenue and Third St; and running thence the said line in a north easterly direction 20 feet to the divisional line between Lots Nos 78 and 77 as laid off on said plat thence in a Northeasterly direction with said divisional line 164 feet to the divisional line between Lots Nos 78 and 75, and thence with said mentioned divisional line 20 feet; and then by a straight line in a Southeasterly direction and parallel with the second line of

the lot hereby conveyed 164 feet to the beginning point; it being a portion of the property conveyed to George H. Britton by James M. Munroe, Attorney, by deed August 30, 1899 recorded Liber G.W. No. 15 folio 237;

Together with the buildings and improvements thereupon 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 Annapolis Savings Institution, its successors and assigns forever;

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns, shall well and truly pay the aforesaid sum of Twelve hundred dollars together with the semi-annual interest thereon reserved; according to the tenor of the aforesaid promissory notes, 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, and on the mortgage debt hereby intended to be secured; 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.

And the said parties of the first part do hereby covenant to keep the improvements on the land hereby conveyed in good repair, and to commit no waste and suffer none to be committed on the property hereby conveyed; and the said parties of the first part do hereby covenant to open an account within thirty days from the date of these presents with the Annapolis Savings Institution, in the name of Mary Jane Trott use of the Annapolis Savings Institution, and to deposit to the credit of said account at least the sum of Twenty dollars per month the said deposit to bear interest as other deposits in said Institution for the benefit of the depositor, and to be held by said Institution to be applied toward the liquidation of the mortgage debt when due.

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 Annapolis Savings Institution, its successors and assigns, or James M. Munroe, 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 manner following, viz; upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as may be deemed necessary and in the event of a sale of said property under the power hereby granted, the proceeds arising from such sale, to apply first to the payment of all expenses incident to such sale, including all counsel or attorney's fees for collecting the mortgage debt, 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 said Mortgagee, its successors and

assigns, under this Mortgage, whether the same shall have matured or nor, and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representatives or assigns, or to whomever may be entitled to the same.

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 amount of atleast Twelve Hundred (\$1200) dollars, and to cause the policy to be effected thereon to be so framed or indorsed, as in case of fire to insure to the benefit of the Annapolis Savings Institution to the extent of its lien or claim hereunder.

Witness, the hands and seals of said Mortgagors.

Test; Nannie S. Stockett,

Vincent E. Trott (Seal)

Mary Jane Trott (Seal)

State of Maryland, Anne Arundel County, to-wit;

I Hereby certify that on this Thirty first day of May in the year one thousand nine hundred and one before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid personally appeared Vincent E, Trott and Mary Jane Trott his wife and each acknowledged the foregoing Mortgage to be their respective act; and now at the same time before me, personally appeared also Eugene Wobthington the Cashier and Secretary of the within named Mortgagee, and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth that he is the Cashier and Secretary of the Mortgage and its agent and as such is authorized to make this affidavit, and also made oath in due form of law that he has not required the mortgagors their agent or attorney or any person for said mortgagors to pay the tax levied upon the interest covenanted to be paid in advance nor will he require the same to be paid by the mortgagors or any person for them during the existence of this mortgage.

Witness my hand and notarial seal.

(Notary's Seal)

Nannie S. Stockett,
Notary Public,

Bond Filed April 11th 1905.

Know All Men By These Presents,

That We, James M. Munroe and The Fidelity and Deposit Company of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty five hundred 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 and administrators, jointly and severally firmly by these presents; sealed with our seals and dated this tenth day of April in the year one thousand nine hundred and five.

Whereas the above bounden James M. Munroe as attorney named in a mortgage from Vincent E Trott and Mary Jane Trott to the Annapolis Savings Institution dated the 31st day of May, 1901 and recorded in the Land Records of Anne Arundel County in Liber G.W.No. 21 folio 236, in execution of a power of sale in said mortgage contained is about to sell the property in said mortgage mentioned and described and thereby conveyed, the said mortgage being in default.

Now, the condition of the above obligation is such, That if the above Bounden James M. Munroe, do and shall abide by and fulfill any order or decree which shall be passed by any Court of equity in relation to the sale of said property or the proceeds thereof, then the above obliga-

tion to be void; otherwise to be and remain in full force and virtue in law;

Signed, sealed and delivered in the presence James M. Munroe (Seal)

of Mary Riordan; (Corporate Seal) Fidelity & Deposit Company of Maryland;

By Chas. R. Miller, Vice President (Seal)

Attest, Harry Nicodemus (Seal)

Plat and Survey Filed 11th April 1905;

Description of Lot Marked "B" on Plat;

Beginning for the same on the Southern side of Chester Avenue at a distance of 119 feet Westward from Fourth Street running thence S. 32° E. and at right angles to Chester Avenue 216 feet to the waters of Back Creek thence with the shore line of said Creek in a western direction 32 feet thence leaving the creek and running N. 32° W. and parallel to the 1st described line 194 feet to the line of Chester Avenue thence with the line of said Avenue N. 58° E. 23 feet to the place of beginning being part of Lot # 81 & 84 of Eastport;

Lot "C" on Plat;

Beginning for the same on the Southern side of Chester Avenue at a distance of 142 feet westward from the line of Fourth Street running thence S. 32° E, and at right angles said Avenue 194 feet to the shore line of Back Creek thence in a western direction with the said shore line a distance of 32 feet thence N. 32° W. and parallel to the 1st described line 171 feet to the line of Chester Avenue, thence on said Avenue N. 58° E 23 feet to the place of beginning being part of Lots # 81 & 84 of Eastport;

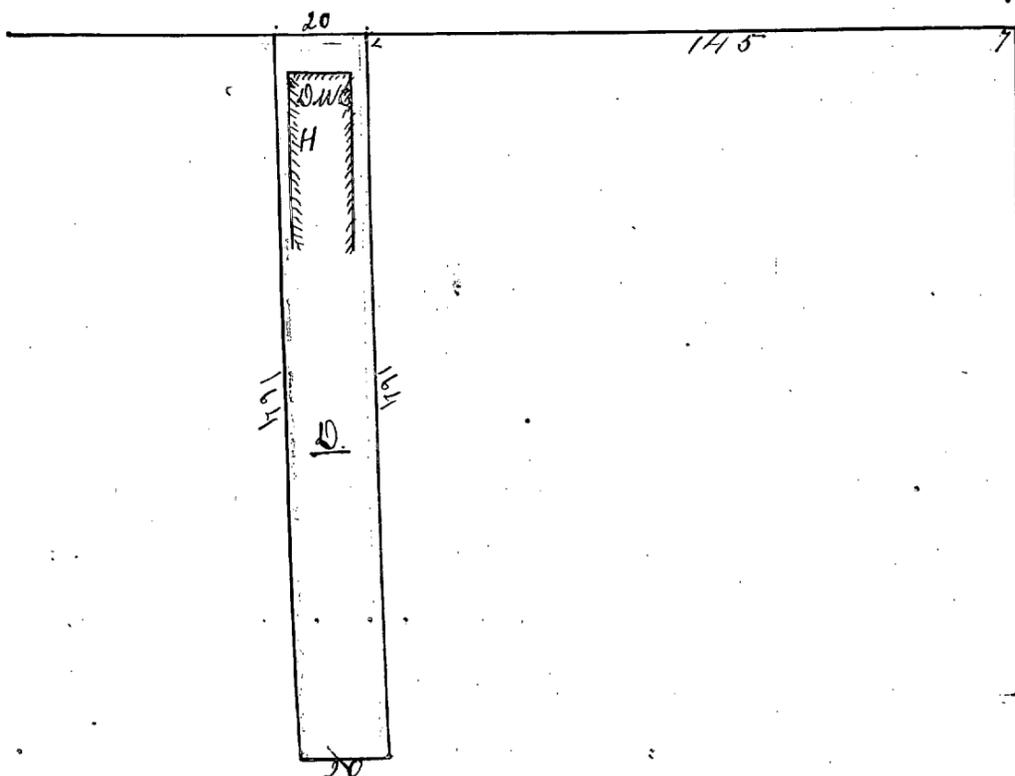
Lot "D" on Plat.

Beginning for the same on the northern line of Chester Avenue at a distance of 145 feet eastward from the line of Third Street running thence N. 32° W. 164 feet thence N. 58° E. 20 feet thence S. 32° E. 164 feet to the line of Chester Avenue thence with the line of said Avenue S. 58° W. 20 feet to the place of beginning being part of Lot # 78 of Eastport-

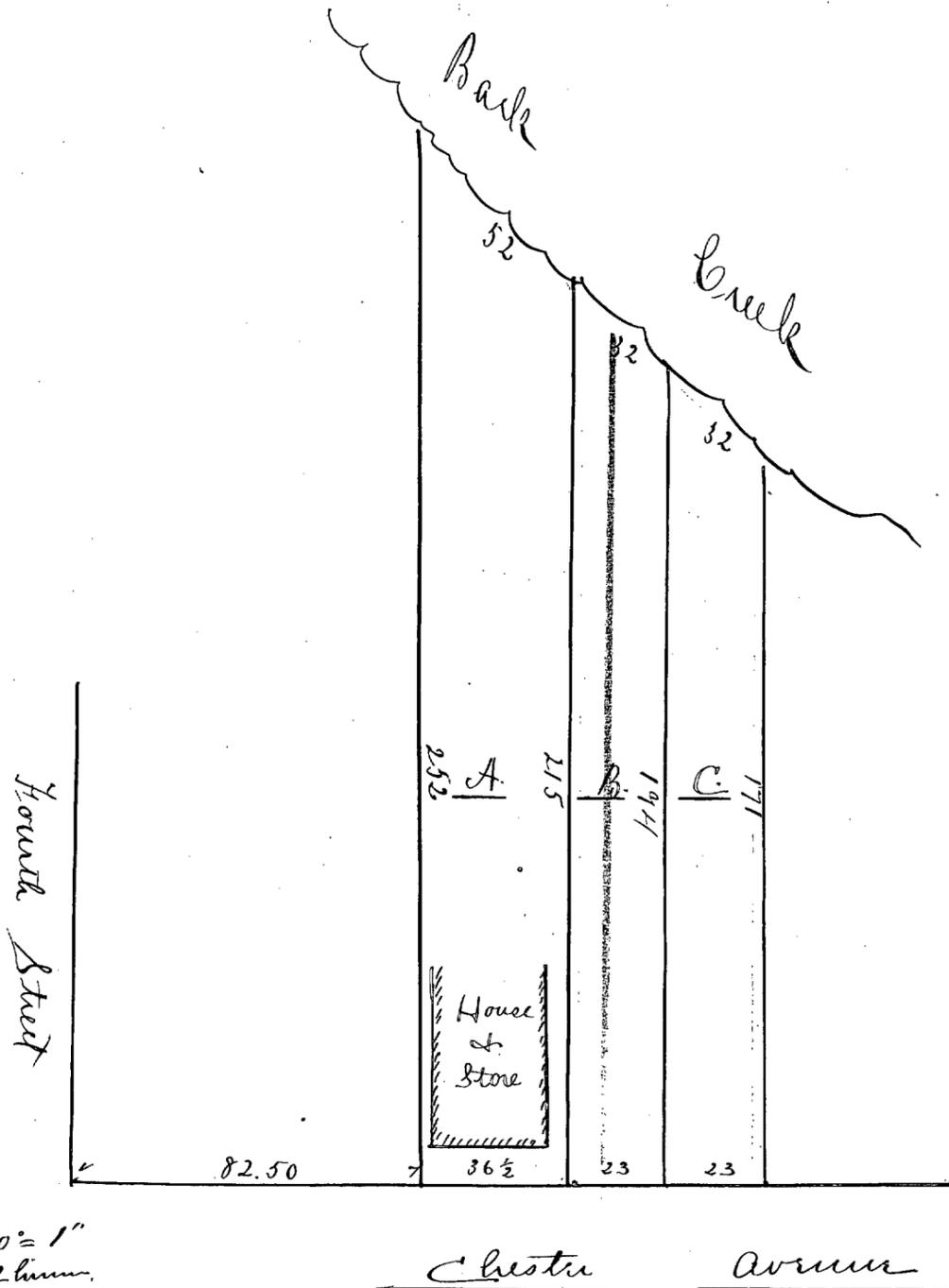
E. Lacy Chinn.

Surveyor April 1905.

Chester Avenue



Scale 40' = 1"
 E. Lacy Chinn
 Surveyor
 April 1905



Scale 1/10" = 1"
E. Lacy Chinn,
Surveyor
April, 1905

In the matter of the Sale of the
Mortgaged Real Estate of
Vincent E. Trott and Mary Jane Trott.

No. 2710 Equity,
In The Circuit Court for
Anne Arundel County.

Report of Sale Filed 19th July 1905.

To The Honorable, The Judges of said Court;

The Report of James M. Munroe, Attorney named in the mortgage filed in these proceedings to make sale of the property in said mortgage mentioned in event of default thereunder, respectfully shows;

That the said Mortgage was in default and in accordance with the terms thereof, after having given bond with surety duly filed and approved by the Clerk of this Court, he did advertise for sale a portion of the property mentioned in the said mortgage, after having the same duly surveyed said advertisement having been inserted in the Evening Capital for more than three weeks before the day of sale thereby giving due notice of the time, place, manner and terms of sale, and pursuant thereto, he did attend in person at the Court House Door in the City of Annapolis, Maryland, on Tuesday, the 2nd day of May in the year 1905, at eleven o'clock A.M., and offered for sale first that lot of ground fronting twenty feet on the northwest side of Chester Avenue in the village of Eastport, improved by a two-story frame dwelling house,

and having received a bid of only Five Hundred Dollars for the same, withdrew the said property from sale. He thereupon offered for sale the unimproved lots in the village of Eastport.

on the opposite side of said Chester Avenue, and receiving no bid therefor withdrew the same from sale; and this course your attorney pursued in the hope of saving for the mortgagors another portion of their said property in the said village of Eastport where they made their home and carried on a store; but being unsuccessful in his efforts so to do, he again advertised said property for sale, in the Evening Capital, a newspaper published daily at Annapolis, for more than three weeks before the day of sale, thereby giving notice of the time, place, manner and terms of sale, and pasted up notices of said sale at the Court House Door and sent numerous notices to persons supposed to be interested in the property and sent hand bills to be posted in the village of Eastport and the neighborhood of said property and pursuant to said notices attended in person at the Court House door in the City of Annapolis, Maryland, on Tuesday, the 11th day of July, 1905, at Eleven o'clock A.M. and then and there proceeded to offer said property at public sale, and did sell the same as follows;

1. He offered the said lot of ground above mentioned, fronting twenty feet on the northwest side of Chester Avenue and improved by a two-story dwelling house and sold the same at and for the sum of Five Hundred Dollars to the Annapolis Savings Institution, Mortgagee, it being the highest bidder for the said property.
2. He then offered the unimproved lots above mentioned fronting thirty-six feet on the opposite side of the said Chester Avenue and running back to Back Creek, and sold the same at and for the sum of Two Hundred and Ten Dollars to the Annapolis Savings Institution, Mortgagee, it being then and there the highest bidder therefor.
3. He then offered the remainder of said property, being a lot of forty-six and one half feet, improved by a house and store adjoining the property secondly above described, and sold the same to the Annapolis Savings Institution at and for the sum of Six Hundred and Fifty Dollars, it being then and there the highest bidder therefor.

He also offered the whole of the aforesaid properties secondly and thirdly above mentioned and described in one block, but receiving a bid of only eight hundred dollars for the same withdrew it as a whole, accepting the aforesaid two separate bids of the Annapolis Savings Institution therefor, aggregating eight hundred and sixty dollars, and he files herewith copies of the said advertisement and hand bill with endorsement thereon of auctioneer's certificate of sale.

All of which is respectfully submitted.

James M. Munroe, Attorney;

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 19th day of July in the year 1905 before me the subscriber a deputy clerk of the Circuit Court for Anne Arundel County personally appeared the above named James M. Munroe, Attorney, and made oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein stated and that said sale was fairly made.

Robert H. Welch, Deputy Clerk, Circuit
Court for Anne Arundel County.

In the Matter of the Sale
of the Mortgaged Real Estate of
Vincent Trott & Mary Jane Trott

In the Circuit Court
for Anne Arundel County
No. 2710 Equity;

Order Nisi 19th July 1905;

Ordered this 19th day of July 1905, That the sale of the property mentioned in these proceedings made and reported by James M. Munroe Attorney named in the mortgage Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 19th day of August next; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successful weeks before the said 19th day of August next; The Report states the amount of sales to be \$1360.00

Geo. Wells Clerk.

Certificate of Publication Order Nisi Filed 25th Augt. 1905.

Annapolis Md., Aug, 25 1905,

I certify that the Annexed Order Nisi in the matter of the Sale of the Mortgaged Real estate of Vincent Trott, and wife was published in The Advertiser, a Newspaper published in the City of Annapolis, once a week for three successive weeks before the 19th day of August 1905, The first insertion being made the 27th day of July 1905.

W. Meade Holladay;

In the Matter of the Sale
of the Mortgaged Real Estate of
Vincent Trott & Mary Jane Trott.

In the Circuit
Court for Anne Arundel
County, No. 2710 Equity.

Final Order of Ratification 30th Aug. 1905;

Ordered by the Circuit Court for Anne Arundel County in Equity this 30th day of August 1905, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Attorney is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

I. Thomas Jones.

In the Case of the Sale of
The Mortgaged Real Estate of
Mary Jane & Vincent E. Trott.

In The Circuit Court for
Anne Arundel County
No. 2710 Equity;

Auditor's Report & Account filed 25th 1905;

To The Honorable, the Judges of said Court;

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them has stated the within account in which taxes costs commissions and expenses are allowed after which the balance is distributed in part payment of the mortgage claim filed;

All of which is respectfully submitted;

James W. Owens; Auditor.

Dr. The Mortgage Real Estate of Mary Jane & Vincent E. Trott in ac With James M. Munroe Attorney. Cr.

| 1905 | | | 1905 | |
|--------------------------------------|--|----------|----------|--|
| 11 July | To The Attorney for Commissions | . | \$ 70 60 | 11 July By proceeds of sale of Real Estate as report filed |
| " " | " " " Advertising Expenses; viz; viz; | | | |
| " " | " " Advertising Evening Capital (1st Sale) | \$ 18 50 | | |
| " " | " " " " " (2nd sale) | 18 50 | | |
| " " | " " E. Lacy Chinn, Surveyor, | 10 00 | | |
| " " | " " Auctioneer, First Sale, Julian Brewer | 5 00 | | |
| " " | " " " " " Second Sale Wm. F. Minnick | 10 00 | | |
| " " | " " Posting Bills, Geo. H. Britton | 2 00 | | |
| " " | " " Advertising Order on sale | 3 00 | 67 00 | |
| " " | " " The Attorney for court Costs; viz; | | | |
| " " | To Solicitor | 10 00 | | |
| " " | Clerk of Court | 10 80 | | |
| " " | " Auditor | 4 50 | 25 30 | |
| " " | To the Attorney for taxes, viz; | | | |
| " " | State & County Balance for 1902, | 33 88 | | |
| " " | " " " Taxes " 1903 | 28 03 | | |
| " " | " " " " " 1904 | 27 15 | 89 06 | |
| " " | To Order Nisi on this | | 3 00 | |
| " " | To the Annapolis Savings Institution in part payment of mortgage debt interest and insurance | | 1104 04 | |
| | | | 1360 00 | |
| Memorandum of Mortgage Claim; | | | | |
| | Mortgage | 1200 00 | | |
| | Balance Interest due Nov. 30 / 04 | 28 50 | | |
| | Int from Nov 30 / 04 to May 30 / 05 | 36 00 | | |
| | Int from from May 30 / 05 to July 11 / 05 | 8 00 | | |
| | Insurance premium paid by Savings Institution | 4 80 | | |
| | | 1277 30 | | |
| | By Amount allowed supra | 1104 04 | | |
| | Balance | 173 26 | | |

\$ 1360.00

In the Matter of the Sale of the
Real Estate of Vincent E Trott

In the Circuit Court
for Anne Arundel County

No. 2710 Equity.

Order Nisi On Auditor's Report and Account 9th September 1905.

Ordered, this 9th day of September 1905, that the Report and Account of the Auditor, filed in the above entitled cause be Ratified and Confirmed, unless cause to the contrary be shown on or before the 9th day of ~~October next~~. Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the said 9th day of October next;

Geo. Wells clerk.

Certificate of Pub. Order Nisi Filed 15th Nov, 1906.

Annapolis Md., March 1906,

I certify that the annexed Order Nisi in the Matter of the sale of the Mortgaged Real Estate of Mary J. & Vincent E. Trott was published in The Advertiser, a newspaper published in the City of Annapolis once a week for three successive weeks before the 9th day of October; The first insertion being made the 12th day of September 1905.

W. Meade Holladay;

Publisher.

Final Order November 16th 1906.

In the Circuit Court for Anne Arundel County,

Ordered by the Court, this 16th day of November 1906, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

I Thomas Jones.

In the Matter of the mortgaged
Real Estate of Charles G. Jacobs
And Wife.

No. 2766 Equity Equity
In The Circuit Court for
Anne Arundel County.

Original Mortgage Filed 15th Nov. 1905.

This Mortgage Made this Eleventh day of November in the year Nineteen hundred and three, by Charles G. Jacobs and Sallie Jacobs, his wife, of Anne Arundel County, in the State of Maryland, of the first part, and The Annapolis Savings Institution a body corporate, of Annapolis, Maryland, of the second part, witnesseth;

Whereas, the parties of the first part have this day received by way of loan an advance from the said Savings Institution of the sum of One Thousand Dollars (\$1000) for the payment whereof five years after date the parties of the first part have passed to said Savings Institution their promissory note of even date herewith, and for the payment of the semi-annual interest on said principal sum reserved, the said parties of the first part have also passed to the said Savings Institution their ten other promissory notes of even date herewith and for the payment of the semi-annual interest on said principal sum reserved, the said parties of the first part have also passed to the said Savings Institution their ten other promissory notes of even date herewith, each being for the sum of thirty dollars (\$30) and payable at intervals of six months each; and whereas the execution of these presents to secure the payment of the aforesaid notes, was a condition precedent to said loan;

Now this Mortgage Witnesseth, that in consideration of the premises, and of the sum of one dollar, the parties of the first part have bargained and sold, and by these presents do grant and convey unto The Annapolis Savings Institution, its successors and assigns, in fee simple, the following property; namely; All that tract of land situate in The Third Election District of Anne Arundel County State of Maryland, described as follows; and containing sixty four and three quarters acres (64 3/4A.)

All that tract of land containing fifty eight acres (58A.) situate on Bodkin Creek which was conveyed to the said Charles G. Jacobs by deed from Robert W. Chard dated November 30th, 1883 recorded in the Land Records of Anne Arundel County in Liber S.H. No 22 folio 541 and afterwards by confirmatory deed from A. F. Bottomly, Thomas F. Bottomly and John F. Williams to Charles G. Jacobs dated November 23rd 1893 recorded as aforesaid in Liber S.H. No. 45, folio 351; also all that tract of six and three quarters acres (6 3/4A) of land adjoining the above described fifty-eight acres and in the aforesaid deeds mentioned and described being the same property mentioned and described in Equity Proceedings, Old Series 129. Armiger et Al. Vs. Cook et Al and new series N. 525, Lark vs. Armiger; by virtue of the decree of sale in which last named proceedings, Alexander B. Hagner, Trustee. sold the aforesaid property to Robert W. Chard and conveyed same to him by deed dated September 20th 1879 recorded as aforesaid in Liber S.H. No 14 folio 564.

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

To Have and To Hold the above described property unto and to the property use and benefit of The Annapolis Savings Institution, its successors and assigns forever.

The parties of the first part do hereby covenant and agree with the party of the second part that the parties of the first part will do and perform as follows during the existence of this mortgage;

(A) To notify the mortgagee within five days in case the property hereby mortgaged is vacated or from any cause becomes unoccupied.

(B) To pay all taxes, assessments, public dues and charges of every kind levied or assessed or to be levied or assessed on the property hereby mortgaged, and on the mortgaged debt intended to be secured hereby.

(C.) To pay the mortgage debt hereby secured and the interest thereon promptly, according to the tenor of the aforesaid promissory notes.

(D.) To insure and keep insured in some Fire Insurance Company satisfactory to the mortgagee, its successors or assigns, the buildings on the property hereby conveyed, and to cause said policy to be so framed, or endorsed, as in case of fire to inure to the benefit of the said mortgagee to the extent of the lien or claim hereunder, and to deliver to the mortgagee the fire insurance policy.

(E.) To keep the improvements on the land hereby conveyed in good repair, committing no waste and suffering none to be committed.

(F.) To open an account within six months from the date of these presents with the Annapolis Savings Institution in the name of Charles G. Jacobs use of the Annapolis Savings Institution and to deposit to the credit of said account at least the sum of one hundred dollars annually the said deposit to be applied toward the liquidation of the mortgage debt hereby secured when due, or when this mortgage is in default, at which time the said Savings Institution is hereby authorized to apply said money toward the satisfaction of the claim due on this mortgage.

(G.) And it is agreed that until default be made under this mortgage the mortgagors shall possess the aforesaid property and the mortgagors hereby covenant to notify the mortgagee in writing of the sale of the property hereby conveyed within thirty days after a sale thereof, in which event the mortgagee reserves the right to demand payment of its mortgage debt within six months from the date of demand, and upon a failure of the mortgagors to meet said demand the mortgage shall be in default.

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns shall well and truly pay the aforesaid sum of One Thousand Dollars together with the semi-annual interest thereon reserved, according to the tenor of the aforesaid promissory notes, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

But if default be made in the 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 Annapolis Savings Institution, its successors or assigns, or James M. Monroe, its 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 manner following, viz; Upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed and published in Anne Arundel County, and such other notice as may be deemed expedient by the mortgagee or its Attorney, 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 an appearance fee as may be allowed by the Court upon sufficient reason thereof; and the premium on any bond

that may be given for the faithful execution of his trust by the party making the sale. Second to the payment of a commission to the party making the sale of said property at the rate of seven per cent, on the gross proceeds of the sale of the property. Third, to the payment of all claims of the said mortgagee, its successors or assigns under this mortgage whether the same shall have matured or not, and the surplus, if any there be, to be paid to the said mortgagors their personal representatives or assigns, or to whoever may be entitled to the same, and in event of default under this mortgage and advertisement of the property for sale and settlement of the claims of the mortgagee before sale the mortgagors shall pay all costs and expenses and one half commissions and appearance fee.

Witness, the hands and seals of said mortgagors.

Test;

Charles G. Jacobs (Seal)

H.C. Brown;

Sallie Jacobs; (Seal)

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this Sixteenth day of February in the year Nineteen hundred and four before me the subscriber, a Notary Public of the state of Maryland, in and for Anne Arundel County, Aforesaid, personally appeared Eugene Worthington, the Cashier and Secretary of The Annapolis Savings Institution, the within named mortgagee and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is the Cashier and Secretary of the within named mortgagee and duly authorized to make this affidavit. And also, made oath in due form of law that the said mortgagee has not required the mortgagors their agent or attorney or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid in advance nor will it require any tax levied thereon to be paid by the mortgagors or any person for them during the existence of this mortgage.

Witness my hand and Notarial Seal.

(Notary's Seal)

Nannie S. Stockett,

Notary Public.

State of Maryland, Baltimore City, to-wit;

I hereby certify that on this thirtyeth day of January in the year nineteen hundred and four before me the subscriber a Justice of the Peace of the State of Maryland, in and for Baltimore City personally appeared Charles G. Jacobs and Sallie Jacobs his wife, and acknowledged the foregoing mortgage to be their act.

H.C. Brown, J.P.

State of Maryland, Baltimore City, Set;

I hereby certify that H.C. Brown, Esquire, before whom the annexed acknowledgments were made and who has thereto subscribed his name, was at the time of so doing, a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the handwriting of the said Justice, and verily believe the signature to be his genuine signature.

In Testimony whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City this 3rd day of February A.D. 1904,

Robt, Ogle, Clerk of the Superior

(Official Seal)

Court of Baltimore City.

All of which is respectfully submitted.

James M. Munroe

Attorney.

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this Sixth day of December in the year Nineteen hundred and five, before me the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared the above named James M. Munroe, Attorney, and made oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein stated and that said sale was fairly made.

W. N. Woodward, Deputy Clerk Circuit
Court for Anne Arundel County.

Annapolis, Maryland, December 5th 1905.

This is certify that I have this day, December 5th, 1905, sold to William F. Kuethe at the Court House Door in the City of Annapolis Maryland, at Public Auction, the Charles G. Jacobs' farm located on Bodkin Creek in the Third District of Anne Arundel County at and for the sum of Two Thousand Dollars, Taxes to be paid to day of sale.

M. S. Dunlap. Auctioneer;

I HAVE this 5th Dec. 1905 purch sed the above described property upon the terms of sale as advertised, at and for two thousand dollars and I agree to comply with said terms of sale.

Test; Melville S. Dunlap;

WM. F. Kuethe (Seal)

In The Matter of the Sale of the
Mortgaged Real Estate of
ChAs G. Jacobs, and Sallie Jacobs, his wife,

In the Circuit Court
for Anne Arundel County
No. 2766, Equity.

Order Nisi 6th December 1905,

Ordered this 6th day of December 1905, That the sale of the property mentioned in these proceedings made and reported by James M. Munroe Attorney Be RATIFIED And Confirmed, unless cause to the contrary thereof be shown on or before the 6th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the said 6th day of January, next;
The Report states the amount of sales to be \$2000.00

Geo. Wells, clerk;

Certificate of Publication of Order Nisi Filed, 9th Jany 1906.

Annapolis, Md., Jan, 6th 1906.

I hereby certify that the annexed Order Nisi in the matter of the Mortgaged Real estate of Charles G. Jacobs & Sallie Jacobs was published in the Maryland Republican, a weekly newspaper published in the City of Annapolis, once a week for three successive weeks before the 6th day of Jan., 1906, the first insertion being made the 9th day of Dec, 1905.

Jno. Oliver Martin Manager.

In the Matter of the Sale
of the Mortgaged Real Estate of

In The Circuit Court
For Anne Arundel County,

Chas G. Jacobs & Sallie Jacobs, his wife.

No. 2766 Equity.

Final Order, ^{ratifying sale} 10th January 1906.

Ordered by the Court, This tenth day of January 1906, that the sale made and reported by the Attorney Aforesaid, 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; and the Atty allowed the commissions provided in the mortgage, and such proper expenses as he shall produce voucher for to the auditor.

I. Thomas Jones.

Note Filed 9th. Jan'y 1906.

\$ 1000.00

Annapolis. Md., Nov. 11 1903.

Five years after date we promise to pay

To The Annapolis Savings Institution,

One Thousand

00/100 Dollars.

at Annapolis Savings Institution, Annapolis, Md.

Value Received, Secured by Mortgage of even date.

Test;

Chas.G.Jacobs,

Melville S. Dunlap.

Sallie Jacobs.

Filed 9, Jan'y 1906.

10 Interest Notes each for \$ 30.00.

Release of Chas. G. Jacobs & Sallie Jacobs, Filed 31st May 1906.

Know All Men By These Presents, That We Charles G. Jacobs and Sallie Jacobs, his wife, of Anne Arundel County, have this day received of James M. Munroe, Attorney for the sale of the mortgaged Real Estate of the above named parties, the sum of Five Hundred and Ninety four dollars and nineteen cents, being the balance appearing to be due to the mortgagors as shown by the Auditor's Account filed in the said mortgaged estate in No. 2766 Equity in the Circuit Court for Anne Arundel County, Five Hundred and fifty-four dollars and nineteen cents (\$554.19), and a rebate of forty dollars on account of the commissions allowed by the said Munroe, making a total of Five Hundred and ninety four dollars and nineteen cents (\$594.19) the receipt whereof in settlement of all claim on account of the same we do hereby acknowledge.

Witness our hands and seals this twenty-ninth day of May in the year nineteen hundred and six,

Test;

Chas G. Jacobs (Seal)

Winson G. Gott,

Sallie Jacobs;

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 29th day of May in the year nineteen hundred and six, before me the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared the above named Charles G. Jacobs and Sallie Jacobs, his wife, and acknowledged the foregoing instrument of writing to be their act and deed.

Witness my hand and notarial seal.

(Notary's Seal)

Winson G. Gott, Notary Public.

In The Matter of the Mortgaged
Real Estate of Charles G. Jacobs & Wife.

In The Circuit Court for
Anne Arundel County

Auditor's Report and Account Filed 10th March 1906.

To The Honorable, the Judges of said Court;

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within account which is self explanatory.

All of which is respectfully submitted.

James W. Owens, Auditor.

Dr.

Dr. The Mortgaged Real Estate of Charles G. Jacobs & Wife in ac., James M. Munroe, Attorney

Cr.

1905

| | | | | | |
|---------|--|-----------|-----------|------|-----------------------|
| 1000 | To The Attorner for Commissions, | 100 | \$ 140 00 | 1905 | |
| | " " " " his Expenses, viz; | | | Dec. | By proceeds of sale |
| | " Advertising & hand bills A.A. Advertiser | \$ 18 00 | | | of real estate as per |
| | " " Maryland Republican | 15 00 | | | report filed |
| | " Publishing Order Nisi on sale Md. Rep. | 3 00 | | | \$2000 0 |
| | " Advertising, Baltimore News | 4 10 | | | |
| | " " " " " American | 4 95 | | | |
| | " " " " " Sun | 5 78 | | | |
| | " Auctioneer M.S. Dunlap, | 16 00 | 66 83 | | |
| | " Atty for Court Costs, viz; | | | | |
| | Solicitor, Jas. M. Munroe | 10 00 | | | |
| | Clerk Circuit Court | 11 65 | | | |
| | Auditor | 4 50 | 26 15 | | |
| | To Atty for Taxes, Viz; | | | | |
| | 11904 County & State | 43 75 | | | |
| | 1905 " " " proportion of | | | | |
| | Taxes to Dec 5 / 05 | 42 08 | 85 83 | | |
| | To Atty for order nisi on this | | 3 00 | | |
| | To the Annapolis Savings Institution | | | | |
| | Mortgagee, in full of mortgage claim- debt and | | | | |
| | and interest to Dec, 5 / 05 | | 1124 00 | | |
| | To the Mortgagors, this balance | | 554 19 | | |
| | | | \$2000 00 | | |
| 1904 | | | | | |
| May 29. | Amount shown to be due Rebate on | 554 19 | | | |
| | Rebate on commissions | 40 00 | | | |
| | | \$ 594 19 | | | |

In the Matter of the

In the Circuit Court for

Mortgaged Real Estate of

Anne Arundel County,

Charles G. Jacobs & wife.

No. 2766, Equity.

Order Nisi On Auditor's Account 10th March 1906.

Ordered, this 10th day of March 1906, That the Report and Account of the Auditor, filed this day in the above entitled cause Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 10th day of April next; Provided, a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of April next.

Geo. Wells,

Certificate of Pub Order Nisi on Auditor's Ac. & Report

Filed 31st May 1906.

Annapolis, Md., April 26 1906.

I certify that the annexed Order Nisi in the Matter of the Mortgaged Real Estate of Chas, G. Jacobs & Wife, was published in "The Advertiser, a newspaper published in the City of Annapolis, once a week for three successive weeks before the 10th day of April, 1906.

The first insertion being made the 15th day of March 1906,

W.M. Holladay,

Publisher.

Final Order June 22nd 1906

In The Circuit Court for Anne Arundel County.

Ordered by the Court this 22nd day of June 1906, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

I. Thomas Jones.

In the matter of the Mortgaged
Real Estate of
J. Asa Warfield

No. 2823 Equity
In the Circuit Court for
Anne Arundel County.

Original Mortgage Filed 8th May 1906.

This Mortgage, Made this Twenty first day of November in the year one thousand eight hundred and ninety-eight by J. Asa Warfield and Ida E. Warfield his wife of Anne Arundel County and the State of Maryland parties of the first part Nathaniel P. Watts, and Charlotte C. Watts his wife of County and State aforesaid parties of the second part;

Whereas the said J. Asa Warfield is justly indebted unto Nathaniel P. Watts and Charlotte his wife in the full sum of Seven Hundred Dollars and has given therefor his certain promissory note of this date payable to the order of the said Nathaniel P. Watts three years after date and for the interest to accrue thereon has also passed his six other promissory notes of the same date for the sum of twenty one dollars and payable to the order of the said Nathaniel P. Watts and Charlotte C. Watts his wife in six, twelve eighteen, twenty four thirty and thirty six months after date respectively ;

And whereas it was agreed that the payment of said Mortgage debt and interest should be secured by mortgage on the hereinafter described property.

Now This Mortgage Witnesseth that in consideration of the premises and of the sum of one dollar the said J. Asa Warfield and Ida E. Warfield his wife do grant and convey unto Nathaniel P. Watts and Charlotte C. Watts his wife all that tract of land situate in Anne Arundel County and described as follows;

Beginning for the same at a post at the end of the second line of the whole tract and then with the outlines of the same South fifty nine degrees east forty two and one half perches to the end of the first line of Lot No. 3 then with said lot the following courses South thirty seven degrees forty five minutes east forty two perches south fifty three degrees fifty five minutes west seventy six perches to the line of Francis Bells land, thence north forty two degrees thirty five minutes west one hundred and thirty and four tenths perches to a stone then North twenty six degrees forty five minutes east eighty three and three tenths perches to a marked Gum Tree on the West side of a branch and the end of the seventh line of the whole tract and then running across the whole tract by a line drawn south sixty two degrees forty five minutes east sixty five and seventh tenths perches to a post on the east side of a private road and at the end of one hundred and twenty five and one quarter perches in the second line of the whole tract and with part of said line south six degrees and thirty minutes west forty three and four tenths perches to the beginning post containing seventy eight and five eighths acres of land more or less with a right of way by a line drawn north six degrees and thirty minutes east and sixteen feet wide to the Public Road called the Waugh Chapel Road.

Being the same land that was conveyed to the said J. Asa Warfield by deed of even date herewith from Nancy Duvall it being the intention to have said deed recorded immediately prior hereto

It being also a part of the land devised in the last will and testament of Henry C. Duvall to Nancy Duvall said Will being recorded in the office of Register of Wills of Anne Arundel County.

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 Nathaniel P. Watts and Charlotte C. Watts their heirs and assigns forever.

Provided that if the said J. Asa Warfield his heirs personal representatives or assigns, shall well and truly pay or cause to be paid the aforementioned promissory notes when and as they respectively arrive at maturity and shall perform all the covenants herein on his or 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 J. Asa Warfield his heirs and assigns shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts 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 J. Asa Warfield for himself his heirs, personal representatives and assigns, does 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 the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Nathaniel P. Watts and Charlotte C. Watts his wife their personal representatives and assigns, Bruner R. Anderson their Attorney or Agents, 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 Anne Arundel County, and such other notice as by the said Mortgagees their personal representatives or assigns, may be deemed expedient; and in the event of 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 twenty five 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 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 J. Asa Warfield for himself his personal representatives and assigns, does 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 seven hundred dollars, and to cause the policy to be effected thereon, so framed or indorsed as in case of fire to inure to the benefit of the said mortgagees their personal representatives and assigns, to the extent of the lien or claim hereunder.

Witness the hands and seals of the said mortgagors.

Test;

J. Asa Warfield (Seal)

Jas. E. Moque, J. P.

Ida E. Warfield (Seal)

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this twenty first day of November in the year one thousand eight hundred and ninety eight before me, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared J. Asa Warfield and Ida E. Warfield his wife the mortgagors named

in the foregoing Mortgage and acknowledged the foregoing Mortgage to be their act.

At the same time also appeared Nathaniel P.Watts one of the within Named Mortgagees 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 also made oath in due form of law that he hath not required the Mortgagors their agent or attorney, or any person for the said Mortgagors, to pay the tax listed upon the interest covenanted to be paid, in advance, nor will he require the same to be paid by the mortgagors, or any person for them during the existence of this mortgage.

Jas.E.Moque, J.P.

Bond , Filed and Approved J nt, 5th-1906.

Know All Men By These Presents,

That We Bruner R.Anderson, of Anne Arundel County and The Fidelity and Deposit Company of Maryland, a body corporate duly authorized by its charter to be come sole surety on bonds are held and firmly bound unto the State of Maryland, in the full and just sum of fifteen hundred 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, ex-ecutors, administrators, successors and assigns, jointly and severally, firmly by these pres-ents, sealed with our seals and dated this fourth day of June in the year of our Lord one thousand nine hundred and six, .

Whereas, the above bounden Bruner R.Anderson by virtue of a power contained in a mortgage from J.Asa Warfield and wife to Nathaniel P.Watts and Charlotte his wife dated November 21st 1898 and recorded in Liber G.W. No 11 folio 380 &c., one of the Land Records Books of Anne Arundel is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein and whereas such de-fault being made in any of the covenants contained therein and whereas such default has occurred and the said Bruner R.Anderson is 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 Bruner R.An-der-son do and shall abide by and fulfill any order or decree which 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;

Signes, sealed and delivered Bruner R.Anderson (Seal)
in the presence of (Corporate Seal) Fidelity and Deposit Company of Maryland
Attest; Thos G.Berry, Asst Secretary; Per. Tho. A.Whelan, Vice President

Note Filed 10th July 1906.

\$700.00 Baltimore, Nov, 21st 1898.

Secured by Mortgage of even date herewith,

Thirty six months after date I promise to pay to the order of
Nathaniel P.Watts and Charlotte C.Watts his wife,
Seven Hundred.....Dollars

At Watts Store, Odenton, Md

J.Asa Warfield

(Int.Rev Stamp 14 cents)

In the Matter of the Mortgaged
Real Estate of J.Asa Warfield & Wife.

In the Circuit Court
for Anne Arundel County

In Equity No. 2823.

Report of Sale Filed 5th June 1906.

To The Honorable, Judge of the Circuit Court for
Anne Arundel County.

The Report of Sale of Bruner R,Anderson Attorney named in Mortgage from J.Asa Warfield and wife to Nathaniel P.Watts and Charlotte Watts his wife bearing date November 21st 1898 and is reco ded among the Land Records of Anne Arundel County in Liber G.W. No.11 folio 380 etc. and filed in this case respectfully shows, that after giving bond with security for the faithful discharge of the trust imposed upon him which was duly approved and having given more than twenty days notice of the time, place, manner and terms of sale by advertisements inserted in the Anne Arundel Advertiser a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, and also by hand bills extensively circulated , said attorney did pursuant to said notice on Tuesday the fifth day of June 1906,at 11 o'clock A.M. attend at the Court House Door in the City of Annapolis and then and there sold the prop erty in said mortgage described to Harold E.West he being then and there the highest bidder therefor at and for the sum of eleven hundred and fifty dollars, and the purchaser has com- plied with the terms of sale.

Bruner R.Anderson,
Attorney named in Mortgage.

State of Maryland, Anne Arundel County, Sct;

I hereby certify that on this 5th day of June 1906, before me, the subscriber a Justice of the Peace, of the State of Maryland, in and for the County of Anne Arundel aforesaid , per- sonally appeared Bruner R.Anderson Attorney as above set forth and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale there by reported was fairly made.

John N.Davis,
Justice of the Peace.

In the Matter of the Mortgaged
Real Estate of J.Asa A.Warfield &
wife.

In The Circuit Court
for Anne Arundel County
No. 2823 Equity.

order Nisi 5th . June 1906.

Ordered, this 5th day of June 1906, That the sale of the property mentioned in these proceed- ings made and reported by Bruner R.Anderson, Attorney, named in the mortgage.

Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 5th.day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of July next

The Report states the amount of sales to be \$1150.00

Geo.Wells.
Clerk.

Certificate Publication, Filed 10th July 1906.

Annapolis, Md. July 10th 1906.

I certify that the annexed Order Nisi in the Matter of the Mortgaged Real Estate of J. Asa Warfield & wife, was published in The Advertiser, a newspaper published in the City of Annapolis once a week for three successive weeks before the 5th day of July 1906, .
The First insertion being made the 7th day of June 1906.

W. Meade Holladay,

Publisher.

In the Matter of the Mortgaged
Real Estate of
J. Asa Warfield & wife.

In The Circuit Court
For Anne Arundel County
May Term 1906.

Final Order, Ratifying Sale, 10th July 1906.

Ordered By The Court, This 10th day of July 1906, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appeared to have been given as required by the Order Nisi, passed in said cause and the Trustee Attorney allowed the usual commissions and such proper expenses as he shall produce voucher for the Auditor, to whom this case is referred.

Jas Revell.

In the Case of The Sale of the
Mortgaged Real Estate of
Asa A. Warfield.

In The Circuit Court for
Anne Arundel County
No. 2823, Equity.

Auditor's Report And Account Filed 10th July 1906.

To The Honorable the Judges of said Court;

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within account in which taxes the Attorneys Commissions costs and expenses are allowed then the mortgage debt in full and the balance applied in part payment of a Judgment claim filed, other judgment claims were filed but the part payment was on the one having priority.

All of which is respectfully submitted.

James W. Owens, Auditor.

Release of attorney, Filed 7th August 1906.

Know All men by these presents;

That I Charlotte C. Watts, having received from Bruner R. Anderson Attorney, the sum of seven Hundred and eighty five dollars and seventy five cents, allowed for my claim in the matter of the mortgage real estate of J. As Warfield & wife No. 2823 Equity proceedings A.A. county. And in consideration thereof, I do hereby Release, Acquit, Exonerate and discharge the said Bruner R. Anderson Attorney his Heirs, Executors, and Administrators of and from all and every action, suit, claim or demand which could or might possibly be brought, exhibit or prosecuted against him them, or any of them, for or on account of said claim or the payment thereof, hereby declaring myself satisfied contented and paid as above specified. Given Under my hand and seal this 30th day of July in the year nineteen hundred and six.

Signed, sealed and delivered in the presence of Lester L. Disney;

Charlotte C. x Watts (Seal)

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 30th day of July, in the Year nineteen hundred and six, before me the subscriber a Justice of the Peace of the Said State in and for said County, personally appeared Charlotte C. Watts the party to the above Release, and acknowledged the same to be her act and deed, And I do hereby certify that of my own personal knowledge I am satisfied that the said Charlotte C. Watts acknowledged the above release to be the person named and described, as and professing to be Charlotte C. Watts, the part in and to the same.

Lester L. Disney,
Justice of the Peace.

| Dr | The Mortgaged Real Estate of of J. Asa Warfield in ac. with Bruner R. Anderson Atty | | | | Cr. |
|---|---|-----------|----------|----------------|-----------------------|
| 1906 June 5 | | | | 1906 June 5 | |
| | To the Atty for Commissions | | \$ 64 00 | | By Proceeds sale of |
| " " " " "his Expenses, viz; | | | | | Real estate \$1150 00 |
| " " Advertising A.A. Advertiser | \$ 23 00 | | | | |
| " " Auctioneer, Thos. Basil | 10 00 | 33 00 | | | |
| " " The Atty for Court Costs viz; | | | | | |
| " " Fee provided in mortgage | \$ 25 00 | | | | |
| " " Clark Circuit Court | 10 00 | | | | |
| " " Auditor | 4 50 | 39 50 | | | |
| " " To the Atty for Taxes, viz; | | | | | |
| " " State & County for year 1901 | 39 78 | | | | |
| " " " " " " 1902 | 34 15 | | | | |
| " " " " " " 1903 | 36 13 | | | | |
| " " " " " " 1904 | 38 81 | | | | |
| " " " " " " 1905 | 32 98 | 181 85 | | | |
| " " Charlotte C. & t's Mortgagee in full of Mortgage claim & Interest | | 785 75 | | | |
| " " J.M. Hawkins Judgment Creditor on % of Judgment filed | | 45 90 | | | \$1150 00 |
| | | 1150 00 | | | |
| Memorandum of Mortgage Claim. | | | | | |
| | Principal | \$ 700 00 | | | |
| | Interest from May 21st 1904,, 24 mos 15 days | 85 75 | | | |
| | Paid in full supra | 785 75 | | | |

In the Matter of the Mortgaged
Real Estate of Asa A. Warfield

In The Circuit Court for
For Anne Arundel County.

14th Dec. 1906, Final Order Ratifying

Auditor's Report & Account.

Ordered by the Court, this 14th day of December 1906, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney Apply the proceeds Accordingly with a due proportion of interest as the same has been or may be received.

Jas. Revell.

Robert L.Gill Assignee
Vs,

No. 2790 Equity
In The Circuit Court

Maria P.Boone & Grafton Boone.

For Annie Arundel County,.

Original Mortgage, Filed 25th Jany 1906.

This Mortgage, made this 4th day of January in the year Nineteen hundred and four, by and between Maria P.Boone and Grafton Boone, her husband, of Anne Arundel County, in the State of Maryland, parties of the first part, and The Snyder Blankford Company of Baltimore City, a body corporate, duly incorporated under the laws of the State of Maryland, party of the second part;

Whereas, the said Maria P.Boone is justly and bona fide indebted unto the said body corporate in the full sum of fifty hundred and eighty seven dollars(\$5087) for money heretofore advanced and loaned her for the purpose of operating and farming her land in Anne Arundel County aforesaid for which principal debt she and the said Grafton Boone have given their certain promissory note of even date herewith, payable to the order of the said body corporate twenty four months after date, and for the interest to accrue on said principal sum have their four other promissory notes each for the sum of one hundred and fifty-two dollars and sixty-one cents (\$152.61) all of said notes bearing even date herewith and payable to the same order in respectively six, twelve, eighteen and twenty four months after date; and whereas the said body corporate at the request and instance of the said Maria P. Boone has agreed to advance to her the purposes of operating and carrying on her farms in the said County during the season of nineteen hundred and four, the sum of twenty-four hundred and forty dollars (\$2440.00) to be paid to the said Grafton Boone her husband in four monthly instalments of six hundred and ten dollars, each on the first days of February, March, April, and May, 1904, and whereas it was agreed by and between the parties hereto that the payment of said debt of fifty hundred and eighty seven dollars and interest as aforesaid as well as the said sum of twenty-four hundred and forty dollars to be advanced as aforesaid with interest thereon, should be secured by a Mortgage upon the land chattels hereinafter described or mentioned;||

HOW THIS MORTGAGE WITNESSETH? THAT in consideration of the premises and the sum of one dollar the said Maria P.Boone and Grafton Boone, her husband, do hereby grant unto the said body corporate, its successors or its assigns, all those three lots or parcels of ground situate in Anne Arundel County aforesaid and described as follows, that is to say;

Beginning for lot No.1 being composed of part of a tract or parcel of land called "Cedar Neck" lying and being in Anne Arundel County aforesaid and included within the following metes and bounds, courses and distances to wit; at a pine tree standing near the edge of the tide water of a cove of Severn River, called Sullivan's Cove, and now bounded, marked upon the plat at the letter "A", and running thence north seventy-one degrees thirty minutes West one hundred and thirty perches to the late Thomas Robinson's Land thence bounding on said land South forty-two degrees West eight perches to the tide water of a creek of the aforementioned Severn River, called "~~Zanches Creek~~"; thence running with and bounding on the tide water of said creek and river and the aforementioned ~~Sullivan's~~ Sullivan's Cove to the place of beginning. Containing ninety one and one half acres more or less.

Beginning for Lot No.2, all that tract of land which is designated as Lot No.3 on said plat, and which is described thereon as follows;

The same being composed of part of a tract or parcel of land called "These other lands" lying and being in Anne Arundel County aforesaid and included among the following metes and bounds,

courses and distances to wit; at a pine tree standing near the edge of the tide-water of a cove of Severn River called Sullivan's Cove; Now bounded, it being the beginning of lot No 1 and No.2, marked upon the plat at the latter "A". and running thence with and bounding on the first course of Lot No.2 North seventeen degrees thirty minutes East one hundred and thirty minutes East one hundred and thirty perches to James Stalling's Land; thence running with and bounding on said land North forty-one degrees East Thirty six perches, North fifty-three degrees East Ninety perches, South forty degrees East sixty two perches to a stone standing near John Stalling's Gate heretofore planted as a boundary; thence South Fifty-eight degrees west ninety five and one fourth perches to a stone heretofore planted near the Annapolis Road as a boundary; thence South eighteen degrees Thirty minutes East Thirty-nine and one fourth perches; thence South fifty degrees Thirty minutes East thirteen perches; thence South sixty two degrees West forty-nine and one half perches to a stone heretofore planted as a boundary near the tide water of the aforementioned Cove called Sullivan's Cove; thence running with and bounding on the tide water of said Cove to the place of beginning- Containing ninety one and one half acres of land more or less.

Third; All that tract of land containing forty acres more or less known as part of "Greenberry Forest" which lies to the Southwest of the Public Road leading from Annapolis to Baltimore through the Third Election District of said County, the part of said tract hereby conveyed being as aforesaid Southwest of the said Public Road running through said tract being on both sides of the Baltimore and Annapolis Short Line Railroad and adjoining the property of the said Henry C. Bourke, William T. Robinson and the property herein second described.

Being or intended to be the same three lots or parcels of ground described in a Mortgage from the said Maria P. Boone and Grafton Boone to Joseph Wilmer and William Wilmer, Trustees under the will of Skipwith Wilmer, recorded among the Land Records of Anne Arundel County, in Liber G.W.No. 24 folio 337 &c., and dated the 29th day of July nineteen hundred and two;

And also the following chattel and personal property, one bay mule, named Barney, one bay mule named Sam, one black mule named Tom; one black mule named Liza, one bay mule named Lil one bay mule named Mike, and two milch cows; six plows and harness, six cultivators three double farm wagons, three horse carts, one dayton one buggy, one set of double wagons harness, one set of buggy harness, three hundred hot bed sash, one mowing machine and rake and all other farming implements of every kind and description owned by said parties of the first part and now used in the cultivation and tilling of the land above described;

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 parcels of ground and premises unto and to the proper use and benefit of the said body corporate its successors or its assigns forever.

Provided that if the said Maria P. Boone and Grafton Boone, her husband, their heirs personal representatives and assigns, shall pay said Mortgage debt and interest thereon 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 is made in the premises, the said Maria P. Boone and Grafton Boone, her husband, shall possess the aforesaid property upon paying in the mean-

time, all taxes and assessments, public debts 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 Maria P. Boone, and Grafton Boone her husband, 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, 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 body corporate, its successors or its assigns, its 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 Anne Arundel County and such other notice as by the said Mortgagee, its successors or its 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 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 or its 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 it is further agreed that the said parties of the first part shall during the continuance of this Mortgage ship to the said party of the second part, the fruits, berries, vegetables, and other farm products grown, raised, and cultivated on the above described, and after deducting the usual commissions, farming and living expenses, to apply the balanced of the money realized from the sale of said fruits, berries vegetables and other farm products, to the liquidation of this Mortgage, And it is further agreed that the said parties of the first part shall have the right and privilege to lessen and reduce the said principal sums from time to time by the payment of insyalments on account thereof.

And the said Maria P. Boone and Grafton Boone, her husband, for themselves, their personal representatives 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 twenty-five hundred dollars (\$2500.00) and to cause the policy to be affected thereon, so framed or indorsed, as in case of fire, to inure to the benefit of the said Mortgagee its successors or its assigns to the extent of the lien or claim hereunder; subject to the rights of first Mortgage;

Witness the hands and seals of the said Mortgagors;

Test;

Maria P. Boone (Seal)

E. J. W. Revell;

Grafton Boone (Seal)

State of Maryland, Anne Arundel County, To Wit;

I hereby certify that on this 4th day of January, in the year nineteen hundred and four, before me, the subscriber a Justice of the Peace of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Maria P. Boone and Grafton Boone, her husband, the within

named Mortgagors, and acknowledged the foregoing Mortgage to be their act and Deed.

Thos. Boone, J.P.

State of Maryland, City of Baltimore, To-wit;

I Hereby certify that on this Sixth day of January Nineteen hundred and four, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter Snyder, President of the Snyder & Blankford Company of Baltimore City, a body corporate as aforesaid, and made oath in due form that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and further made oath that the said body corporate hath not required the said Mortgagors their Agent or Attorney or any person for the said Mortgagors, to pay the tax levied upon the interest covenanted to be paid, in advance, nor will it require the Mortgagors or any person for the said Mortgagors during the existence of this Mortgage.

Witness my hand and Official Seal,

(Notary's Seal)

J. Alex., Hilleary, Jr;

Notary Public.

For Value Received the Snyder, Blankford Company of Baltimore City hereby assigns the within Mortgage to Robert L. Gill of Baltimore City ;

Witness the corporate seal of the said Corporation and the signature of its Vice President this 24th day of October 1905,

Witness;

The Snyder, Blankford Co.

Wm. G. Speed;

Baltimore City

By Wm. J. Blankford Vice President-

Statement of Mortgage Claim, Filed 31st Jan. 1906.

Mortgage Note filed 10th March 1904.

\$5087.00 Twenty four months after date we promise to pay to the order of The Snyder & Blankford Co, of Balto, City Five Thousand and eighty seven Dollars.

Maria P. Boone

Grafton Boone

Filed 10th March 1905.

Two Interest Notes Each for the sum of \$152.61

Bond Filed 31st Jan. 1906.

Know All men by these Presents, That we, Robert L. Gill, Roger T. Gill and Albert S. Gill, of the City of Baltimore, State of Maryland are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Thousand dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bid 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 27th day of January in the year nineteen hundred and six.

Whereas the above bounden Robert L. Gill by virtue of the power contained in a mortgage from Maria P. Boone and husband to the Snyder and Blankford Company of Baltimore City bearing

date the 4th day of January nineteen hundred and four and recorded among the Mortgage Records of Anne Arundel County in Liber G.W.No.35 folio 166, and assignment from the Snyder and Blankford Company of Baltimore City to Robert L.Gill dated and recorded among said Land Records in Liber G.W.No 35 fol.

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 Robert L.Gill do and shall well and truly and faithful perform the trust reposed in him under the mortgage aforesaid and shall abide by and fulfill any order or decrees 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 be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and Delivered in the presence of Calvert B.Gill, Robert L.Gill (Seal), Roger T.Gill (Seal), Albert S.Gill (Seal)

In The Matter of the Sale of the Real Estate of Maria P.Boone and Grafton Boone, her husband.

In The Circuit Court For Anne Arundel County No 2790 Equity

Report of Sale Filed 13th February 1906.

To the Honorable, the Judges of the Circuit Court for Anne Arundel County. The Report of sale of Robert L.Gill, Assignee of a mortgage from Maria P,Boone and husband to The Snyder Blankford Company of Baltimore City, filed in the above cause and in execution of the power and authority therein conferred to make sale of the Real Estate and Chattels therein described, respectively shows; that after giving bond with security for the faithful discharge of his trust as prescribed by said mortgage, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement, inserted in the Maryland Republican, a newspaper published in Anne Arundel County, for more than twenty days, preceding the day of sale, and by Hand Bills, posted in conspicuous places near the property mentioned and at the Court House Door at Annapolis, said Assignee did pursuant to said notice and the power contained in said mortgage, on Tuesday the 6th day of February 1906, at 11-30 O'Clock, A.M. attend at the Court House Door, in the City of Annapolis and then and there sold the Real Estate described in the annexed advertisement to Lucretia B. Ricker, at and for the price of sum of Fourteen Hundred dollars.

Robert L.Gill, Assignee.

State of Maryland, City of Baltimore; Sct;

I hereby certify that on this 8th day of February, 1906, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Robert L.Gill, Assignee And made oath that the facts stated in the foregoing Report of sale are true as therein set forth, and that the sale thereby reported was fairly made Witness my hand and official seal

(Notary's Seal) Albert S.Gill, Notary Public.

Advertisement.

N.Rufus Gill & Son, 215 St.Paul St. Baltimore, Md, James R,Brashears, Solicitors,
Annapolis, Md;

Mortgagee's Sale of A Truck Farm, Situated in the Third Election District of Anne Arundel County, About One Quarter of a Mile from Robinson's Station on the B.&A.Short Line Railroad By virtue of the power contained in a mortgage from Maria P.Boone and Grafton Boone, to the Snyder Blankford Company dated on the 4th day of January, in the year nineteen hundred and four, and recorded among the Land Records of Anne Arundel County, Md., in Liber G.W.No 35, folio 166, &c., the undersigned Robert L.Gill, Assignee of said mortgage, in execution of the power of sale contained in said mortgage will sell at public auction at the Court House Door in the City of Annapolis, on Tuesday February 6th, 1906, At 11-30 O'clock, A.M.

All the tract of land, designated in said Mortgage as the third tract containing forty acres more or less, known also a part of Greenberry Forrest", and lying on the South-west of the public road, leading from Annapolis to Baltimore, through the Third Election District of said County, and adjoining the lands of Henry C. Bourke and William T. Robinson. This land is near schools churches and is improved by a Frame Dwelling, Stable, Corn House and several small buildings;

Terms Of Sale; One third cash, one third in six months and one third in Twelve months, or all cash at the option of the purchaser the credit payments to bear interest from the day of sale, and to be secured to the satisfaction of the undersigned.

A Deposit of \$100.00 will be required of the purchaser on the day of sale.

Robert L.Gill, Assignee,
215 St Paul St., Baltimore Me;

J.Roland Brady, Auctioneer.

State of Maryland, City of Baltimore , Sct;

I Hereby certify that on this 8th day of February, 1906, before me, the subscriber a Notary Public of the State of Maryland, In and for the City of Baltimore aforesaid, personally appeared Robert L.Gill, Assignee, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

Witness my hand and official seal.

(Notary's Seal) Albert S.Gill,
Notary Public.

In the Matter of the Mortgaged

No.2790 Equity

Real Estate of Maria P,Boone

In The Circuit Court for

and Grafton Boone,

Anne Arundel County.

Order Nisi 13th Feb'y 1906.

Ordered this 13th day of February 1906, that the sale of the property mentioned in afore-going report made and reported by Robert L.Gill Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 13th day of March next, provided a copy of this order be inserted in some newspaper published in Anne Arundel County, and in each of three successive weeks before the said 13th day of March next,

The Report State the amount of sale to be \$ 1400.00

Geo.Wells Clerk

Certificate of Publication Of Order Nisi. Filed 16th March 1906.

Annapolis, Md., March 12th 1906.

I hereby certify that the annexed Order Nisi in the Matter of the Mortgaged Real Estate of Maria P. Boone & Grafton Boone, No. 2790 was published in the "Maryland Republican" a weekly newspaper published in the City of Annapolis, once a week for three successive weeks before the 13th day of March 1906. the first insertion being made the 17th day of Feb. 1906.

Jno. Oliver Martin,

one of the publishers.

Final Order Ratifying Report of Sale, 20th March 1906.

Ordered by the Circuit Court for Anne Arundel County, this 20th day of March in the year Nineteen hundred and six, that the above mentioned sale, made and reported by Robert L. Gill, Assignee, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appeared to have been given as required by the order nisi passed in said cause and the said assignee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

I. Thomas Jones

In the case of Robert L. Gill

Assignee,

vs.

Maria P. Boone & Grafton Boone.

In The Circuit Court

for

Anne Arundel County.

No. 2790, Equity.

Auditor's Report & Account Filed 12th April 1906.

To The Honorable the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within account which after allowing the assignees Costs commissions and expenses the balance is distributed in part payment of the mortgage claim herein filed

All of which is respectfully submitted.

James W. Owens, Auditor.

Dr..
1906.

The Mortgaged Real & Personal Estate of Maria P. Boone & Grafton Boone in ac.

| | | | | | |
|--------|---|-------------|-------|-----|-----------|
| Feb. 5 | To The Assignee for commissions on \$567.10 | \$ | 37 | 02 | . |
| " " | " " " " " v" " \$1400.00 | | 73 | 00 | 110 02 |
| " " | " " " " " his expenses viz | | | | |
| " " | " Maryland Republican ad, certain Real Estate | | 18 | 00 | |
| " " | " " " " " " personal property | | 10 | 00 | |
| " " | " A.A. Advertiser " Real Estate | | 10 | 00 | |
| " " | " " " " " " Personal Property | | 6 | 00 | |
| " " | " J. Roland Brady Auctioneer, Real Estate, hand bills | | 11 | 00 | |
| " " | " " " " " " Personal Property | | 20 | 00 | |
| " " | " W.M. Barrett use J.R. Brady for listing personal property | | 5 | 00 | \$ 80 00 |
| " " | " The Assignee for Court Costs viz; | | | | |
| " " | " Solicitor | \$ | 10 | 00 | |
| " " | " Clerk Circuit Court | | 12 | 55 | |
| " " | " Auditor | | 9 | 00 | \$ 31 55 |
| " " | " Snyder & Blankford Mortgagees this balance on % of claim filed | | | | \$1745 53 |
| | | | | | \$1967 10 |
| " " | " Memorandum of Mortgage claim of Snyder & Blankford viz; | | | | |
| | Amount as per Statement filed | | 7893 | 91 | |
| | By Amount allowed supra | | 1745 | 53 | |
| | Balance | | 6148 | 38 | |
| | Note by the Auditor is entitled to another credit allowed in the case of E.J. W. Revell | | | | |
| | E.J.W. Revell Assignee vs. Maria P. Boone & Grafton Boone which should | | | | |
| | be brought forward to this % and this show the net balance, due mortgage | | | | |
| Note 2 | After this % was stated the following tax bills were filed and are allowed as follows | | | | |
| | as follows; | | | | |
| | State & County for 1902 | 25.36 | | | |
| | " " " " 1903 | 27.85 | | | |
| | " " " " 1904 | 23.10 | | | |
| | " " " " 1905 | 25.14 26.14 | | | |
| | | | | 102 | 45 |
| | So that the net balance of Mtge is | | 6,250 | 83 | |

with Robert L. Gill, Assignee

Cr.

1906

Feb By Sales of personal property

\$ 567 10

" " " " Real Estate

1400 00

\$ 1967 10

\$ 1967 10

In The Matter of the Mortgaged
Real Estate of Maria P. Boone &
Grafton Boone

In The Circuit Court
For Anne Arundel County
No. 2790 Equity.

Order Nisi 12th April 1906.

Ordered, this 12th day of April 1906, That the Report and Account of the Auditor, filed this day in the above entitled cause by Robert L. Gill Assignee, be Ratified and Confirmed unless cause to the Contrary be shown on or before the 12th day of May next; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of May next;

Geo. Wells, Clerk;

Certificate of Pub. Order Nisi, on Auditor's Report and Account,
Filed 16th May 1906.

Annapolis, Md., May, 15th, 1906.

I hereby certify that the annexed order nisi in the matter of the Mortgaged Real Estate of Maria P. Boone No. 2790 Equity was published in "THE ADVERTISER", a newspaper published in the City of Annapolis, once a week for three successive weeks before the 12th day of May, 1906, The first insertion being made the 1th day of April 1906.

W. MeAde Holladay, Publisher.

Final Order of Ratification of Sale 18th of May 1906.

Ordered by the Court, this 18th of May, 1906, that the Report and Account of the Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

I. Thomas Jones.

In the Matter of the Mortgaged
Real Estate of William T. Phelps,
and Sallie Phelps his wife,

No. 2743 Equity
In the Circuit Court
For Anne Arundel County.

Original Mortgage Filed 23 August 1905.

This Mortgage Made this Twenty Eighth day of November, in the year Eighteen hundred and ninety eight, between William T. Phelps and Sallie Phelps his wife of Anne Arundel County Maryland, mortgagors, and The Workingmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland, a body corporate under the Laws of said State, mortgagee.

Whereas, the said William T. Phelps and Sallie Phelps being the holders of three shares of unredeemed stock of said body corporate and # members thereof have received from said body corporate an advance of Three Hundred and ninety dollars, which is the full value of said Three shares of stock when fully paid up and completed, in the contemplation of the object and purposes of the said Association, and in order to secure the full payment and completion of said three shares of stock to said body corporate in accordance with its present constitution, said mortgagors have agreed to execute this mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

Now, therefore, this Mortgage witnesseth, That in consideration of the premises and the sum of one dollar, the said William T. Phelps and Sallie Phelps his wife as aforesaid do hereby grant and convey unto the said body corporate, The Workingmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland, its successors and assigns;

All that lot or part of A lot of ground situate ~~east of~~ Cathedral Street in the said City of Annapolis, described as follows;

Beginning for the same at a point on the said South side of said Street distant from the intersection of said Street and South Street at the building line thereof twenty feet and running thence in a Southerly direction thirteen feet more or less; thence in an Easterly direction thirteen feet ~~ten~~ inches more or less; Thence in a Northerly direction Eighty six feet more or less; thence in a westerly direction and with the building line of said Cathedral Street Twenty-five feet more or less to the beginning point as said lot is now enclosed being a portion of the lots of ground which were conveyed to the said Association by deed from Charles J. Murphy and wife dated 15th April 1886, and recorded among the Land Records of said Anne Arundel County in Liber S.H.No. 28 folio 258 &c and being the same lot of ground conveyed to the said William T. Phelps and Sallie Phelps his wife by the said Association by deed of even date with these presents and intended to be recorded herewith as by reference to which said deeds will more fully and particularly appear.

Together with the buildings and improvements thereupon, and all the rights, roads, ways, water privileges, appurtenances and advantages, thereto belonging or in anywise appertaining.

To Have and To Hold the above described parcel of ground and premises unto and to the proper use and benefit of The Workingmen's Building and Loan Association of Annapolis Anne Arundel County, Maryland, the Mortgagee aforesaid, its successors and assigns forever.

Provided that if the said mortgagors shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this mortgage shall be void.

And the said Mortgagors respectively, for themselves their heirs, executors, administrators and assigns, to pay and perform as follows, viz; to pay to the said mortgagee, its successors and assigns, on the principal sum, the weekly sum of One Dollar and five cents, (being

thirty five cents on each share) on every Saturday night in each week, regularly and promptly, for the period of ten years from the date hereof, or until the aggregate of said weekly payments so made, together with the said shareholder's accredited dividend of the profits of said Association shall, exclusive of all losses and liabilities and fines and penalties imposed, amount to the said advance sum of Three hundred and ninety dollars; and to pay as interest on said advance sum on every Saturday night during said period, the further weekly sum of fifteen cents on each of said shares of stock, the said weekly interest of fifteen cents ceasing on each share only when the par value thereof, (one hundred and thirty dollars) clear of all losses and liabilities fines, and penalties, shall have been repaid.

To pay all ground rent, taxes and assessments of all kinds for which the hereby mortgaged property now is or may hereafter become liable; when payable.

To pay all fines and penalties that may be imposed on the said mortgagors by the said Association in accordance with its charter, constitution and by-laws, which are made a part of this mortgage, for failure to pay each and every of said weekly sums at the time limited or perform any other obligation required of them hereunder or under said constitution and by laws; and to keep the buildings on said lot of ground insured against loss or damage by fire to at least the amount of Three Hundred dollars, and have the policy of insurance so endorsed or assigned that the same shall enure to the benefit of said mortgagee, its successors or assigns, in the event of loss or damage, to the extent of its or their claim hereunder.

All of which weekly payments shall continue to be made as herein specified, and all of which covenants shall remain in force, until the aggregate of the weekly sums aforesaid paid by said mortgagors and the pro rata dividend of the profits of said Association to which said shares of stock shall be entitled, exclusive of a due proportion of losses and liabilities sustained by said Association during the continuance of this Mortgage, and the fines and penalties imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

And it is agreed that until default be made in the premises, the said mortgagors may use and occupy the hereby mortgaged property.

But if default be made in the payment of any of the said weekly sums of money and continue for the space of three months, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagors, or either of them, then the whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said mortgagee, its successors or assigns or Frank H. Stockett its authorized attorney and solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale by advertisement in some newspaper published in Anne Arundel County- and which terms shall be such as the party making the sale shall elect- and the proceeds of such sale shall be applied, first to the payment of all expenses of the sale, including a fee of forty dollars, to the said attorney or solicitor or other party making the sale, in lieu of the commissions usually allowed; and also the usual attorney's fee; secondly to the payment of all taxes and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said mortgagee hereunder, whether then matured or not; and the

balance to be paid to the said mortgagors or whosoever may be entitled to the same. Witness the hand and seal of the said mortgagors.

Test;

William T. Phelps (Seal)

Jno. Randall M gruder;

Sallie Phelps (Seal)

State of Maryland, Anne Arundel County, Sct;

I hereby certify that on this Twenty eighth day of November in the year Eighteen hundred and ninety eight before me, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared William T. Phelps and Sallie Phelps his wife and each acknowledged the foregoing mortgage to be their act. And At the same time also personally appeared Louis H. Rehn the President of The Workingmens Building and Loan Association of Annapolis Anne Arundel County, Maryland, mortgagee, and made oath in due form of Law that the Consideration named in said foregoing mortgage, is true and bona fide as therein set forth.

In Witness whereof I have hereto signed my name and affixed my Notarial Seal the day and year above written,

(Notary's Seal)

Jno. Randall Magruder,
Notary Public.

Trustee's Bond Filed 22nd Aug. 1905.

Know all Men by these presents, That we Frank H. Stockett of the City of Annapolis, State of Maryland and The United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Six hundred dollars, to be paid to the State, or its certain attorney, to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this twenty second day of August in the year of our Lord one Thousand Nine hundred and five;

Whereas, the above bounden Frank H. Stockett was named as the Attorney to make sale of the mortgaged premises in case of default, which default has occurred and the said Attorney is about to make sale of the mortgaged real estate in said cause mentioned; now pending in said Court;

Now the condition of the above Obligation is such, that if the above bounden Frank H. Stockett do and shall well and truly perform the trust reposed in him by said decree or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law;

Signed, sealed and delivered in the presence
of Essie Johnson;

Frank H. Stockett (Seal)
The United States Fidelity and Guaranty
Company, Julian Brewer
Frank H. Stockett
Agents Attorneys

(Corporate Seal)

Agreement of Purchaser Filed 29th Sept. 1905.

The undersigned having been the purchaser of the said estate mentioned in these proceedings at public sale on the 27th September 1905, at and for the sum of \$495, hereby agrees and binds himself to comply with the terms of sale.

Jos. W. Duvall, Purchaser.

In The Matter of the Mortgaged
Real Estate of William T.

No. 2743 Equity.
In The Circuit Court

Phelps and Sallie Phelps, his wife.

For Anne Arundel County.

Report of sale Filed 29th September 1905,

To the Honorable Judges.-

The Report of Frank H. Stockett, Attorney named in the mortgage filed in these proceedings and acting as Trustee respectfully shows;

That under and by virtue of the powers contained in said mortgage the same being forfeited of reasons of failure on behalf of the Mortgagors to keep the covenants therein the said Frank H. Stockett as the attorney named therein after having given bond with security for the faithful discharge of the duties and trust by said mortgage conferred and complying with the provisions of the law in respect to such proceedings gave notice of the time, place, manner and terms of the sale of the mortgaged premises, for more than twenty days by advertisements in the "Advertiser" A newspaper published in Anne Arundel County as well as by Hand-Bills set up in the City of Annapolis; and in accordance with said notice attended at the Court House door in said City, on Wednesday the Twenty seventh day of September Nineteen hundred and five at Eleven o'clock A.M. and then and there offered to public sale the said Mortgaged premises as described in the said advertisement, consisting of all that lot of ground situate on the South side of Cathedral Street, Annapolis Maryland, having a front on said street of twenty five feet, more or less, with a depth of eighty six feet and improved by a two story frame dwelling and sold the same to Joseph W. Duvall, he being the highest bidder therefor, at and for the sum of Four of Four Hundred and Ninety five dollars, and took from the said purchase mms within agreement to comply with the terms of sale, All of which is respectfully submitted;

Frank H. Stockett;

Attorney named in Mortgage.

State of Maryland, Anne Arundel County to-wit;

I hereby certify that on this 29th day of September 1905, before the subscriber Deputy Clerk of the Circuit Court for Anne Arundel County, State of Maryland, personally appeared the above named Frank H. Stockett, Attorney named in the Mortgage and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

W.N. Woodward,

Deputy Clerk of the Circuit Court

for Anne Arundel

Order Nisi 29th September 1905.

Circuit Court for Anne Arundel County No. 2743 Equity.

Ordered this 29th day of September 1905, that the sale made and reported by Frank H. Stockett named in the mortgage of the Mortgaged Real Estate of William T. Phelps and Sallie Phelps his wife be and the same be ratified and confirmed unless cause to the contrary thereof be shown on or before the 30th day of October next; provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the said 30th day of October next; The Report states the property sold for \$495.00

Geo. Wells, Clerk.

Certificate of Pub. Order Nisi Filed 30th Oct. 1905.
Annapolis, Md., Oct., 1905.

I hereby certify that the annexed Order Nisi in the Matter of the Mortgaged Real Estate of Wm.T.Phelps and Sallie Phelps, his wife, was published in THE ADVERTISER, a newspaper published in the City of Annapolis, once a week for 4 successive weeks before the 30th day of October, 1905,. The First insertion being made the 5th day of October, 1905,

Wm.M.Holladay, Publisher.

Order , Ratifying Auditor's Report and Account
the 30th day of October 1905.

Ordered this 30th day of October 1905, that the sale within reported be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown although notice appears to have been given as directed by the preceding order.

The Trustee will be allowed his expenses upon the production of the proper vouchers therefor to the auditor to whom this case is forthwith conferred.

Jas. Revell,
Associate Judge 5th Judicial Circuit
of Maryland.

Statement of Mortgage Debt, Filed Nov. 9th 1905.
Annapolis, Maryland, September 27th 1905.

William T.Phelps, in account with
Workingmen's Building and Loan Association of Annapolis, Md.

1898.

Dec.1 Amount advanced.....\$ 390.00

1905.

| | | |
|----------|--|------------------|
| Sept.27. | " repaid to date | <u>150.75</u> |
| " 27 | " not " "????..... | \$ 239.25 |
| " 27. | Interest due to date..... | 26.10 |
| " 27 | Fines " " " | 17.40 |
| " 27, | Insurance premiums due and unpaid, | <u>5.00</u> |
| | Total amount due and unpaid to Sept.27, 1905 | <u>\$ 287.75</u> |

The above Statement is taken from the books of the Association.

F.J.Quinn, Secretary

State of Maryland, Anne Arundel County, to-wit

I hereby certify that on this 13th day of October Nineteen hundred and five before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared F.J.Quinn, Secretary and made oath in due form of law that the annexed account as stated, is just and true, and the Workingmens Building & Loan Association hath not directly or indirectly, received to his knowledge any part or parcel of the money charged as due by such account or any security or satisfaction for the same more than credit should be given for,.

Witness my hand and Notarial Seal.

(Notary's Seal) Nannie S,Stockett,
Notary Public.

In the Case of the Mortgaged
Real Estate of
Wm. T. Phelps.

In The Circuit Court,
for Anne Arundel County
No. 2743 Equity.

Auditor's Report And Account Filed 17th Feb'y 1906.

To The Honorable, the Judges of said Court;

The Auditor reports to the Court; that he has examined the proceedings in the above-entitled cause, and from the, has stated the within account in conformity to him and the equity rules of this Court.

All of which is respectfully submitted.

James W. Owens, Auditor

Dr. The Mortgaged Real Estate of Wm.T.Phelps & Wife in ac with Frank H.Stockett, Atty., Cr.
1905.

| | | | | | | | |
|-------|--|----------|--|-----------|------|---------|------------------------|
| 5-Sep | Fee to solicitor as provided in Mort. | | | \$ 40 00 | 1905 | | |
| " " | To the Atty for his expenses; viz; | | | | | Sep.27- | By Proceeds of sale of |
| " " | " Advertising A.A.Advertiser | \$ 15 00 | | | | | Real Estate as report |
| " " | "Auctioneer, Juli n'Brewer | 10 00 | | 25 00 | | filed | \$ 495 00 |
| " " | "To the Atty for Court Costs, viz; | | | | | | |
| " " | " Solicitor | 19 00 | | | | | |
| " " | " Clark Circuit Court | 8 80 | | | | | |
| " " | " Auditor | 4 50 | | \$ 23 30 | | | |
| " " | " Annapolis City Taxes for year 1904 | | | 5 60 | | | |
| " " | "oWorkingmens Building & Loan Ass. of Annapolis, Mortgagee in full of Mortgage claim filed | | | \$ 287 75 | | | |
| " " | " To Wm.T.Phelps & wife Mortgagors this balance | | | \$ 113 35 | | | |
| | | | | \$ 495 00 | | | \$ 495 00 |

Final Order July 23rd 1906.

In The Circuit Court for Anne Arundel County.

Ordered By The Court, this 23rd day of July 1906, that the foregoing Report and Account of the Auditor be And the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

I. Thomas Jones.

Theodore A. Rettaliata,
Beatrice A. Rettaliata,
Anthony A. Rettaliata, and
John L. Rettaliata, Infants,
by Louis A. Rettaliata,
their duly appointed Guardian,

In the
Circuit Court for
Anne Arundel County
In Equity
No. 2826.

Vs.

Joseph J. Rettaliata and
Katherine V. Rettaliata.

Bill of Complaint, Filed 17th. May 1906.

To the Honorable the Judges of said Court.

The Bill of Complaint of Theodore A. Rettaliata, Beatrice A. Rettaliata, Anthony A. Rettaliata and John L. Rettaliata, infants, by Louis A. Rettaliata, their duly appointed Guardian, respectfully shows unto your Honor as follows.

I. That John J. Rettaliata, late of Baltimore City, departed this life intestate on or about the 21st day of July, 1901, leaving a widow, Julia V. Rettaliata, and the following children as his heirs-at-law, to wit;

Joseph J. Rettaliata, who is of full age and unmarried;
Katherine V. Rettaliata, who is of full age and unmarried;

Theodore A. Rettaliata, Beatrice A. Rettaliata, Anthony A. Rettaliata and John L. Rettaliata, infants under the age of twenty-one years.

II. That said Julia V. Rettaliata, widow of said John J. Rettaliata, departed this life on or about the 25th day of October, 1905, without having been married.

III. That at the time of his death the said John J. Rettaliata was seized of a tract of land and improvements situated in Anne Arundel County and more particularly described and referred to in a deed from J. Charles Linthicum, assignee etc., and others, to said John J. Rettaliata, dated October 12, 1898, and recorded among the Land Records of Anne Arundel County in Liber G.W.No. 11, folio 195 &c., which said deed is filed herewith as part hereof marked Complainants Exhibit "A".

IV. That the said real estate can not be divided without loss or injury to the parties interested and that it would be to the interest and advantage of all parties that the same should be sold and the proceeds thereof divided among the parties entitled thereto according to their respective interests.

To the end therefore--

- 1. That a decree may be passed authorizing and directing a sale of said real estate, and the proceeds distributed among the parties entitled according to their respective interests.
- 2. And that your complainants may have such other and further relief as the nature of their case may require,

May it please your Honor to grant unto your complainants the State's writ of subpoena directed to the said Joseph J. Rettaliata and Katherine V. Rettaliata, both of whom are adults and reside in Baltimore City, commanding them and each of them to be and appear in this Honorable Court, on some certain day to be named therein, in person or by solicitor, and answer to make to the premises, and to abide by and perform such decree or order as may be passed herein.

And As in duty etc.,

Louis A. Rettaliata, Guardian,
L.A. Rettaliata, Sol for Complts.

Exhibit, "A." Filed 17th May 1906.

(Int. Rev Stamp.) This Deed, Made this Twelfth day of October, in the year Eighteen Hundred and Ninety Eight, by and between J. Charles Linthicum, Assignee of Asa S. Linthicum of Baltimore City, in the State of Maryland, Asa S. Linthicum of Anne Arundel County State aforesaid of the first part; And John J. Rattaliata, of the second part;

Whereas, by virtue of the power and authority contained in a mortgage from Antonio Rattaliata, and Celestina Rattaliata, his wife, to Asa S. Linthicum, dated the 20th day of September, 1889, and recorded among the Land Records of Anne Arundel County in Liber S.H, No. 35, folio 468 &c. And which Mortgage was on the 17th day of May, 1898, assigned by said Asa S. Linthicum to said J. Charles Linthicum the said J. Charles Linthicum was authorized and empowered to sell the real estate mentioned and described in said mortgage, at any time after default in any of the conditions and covenants thereof.

And Whereas, default having occurred the said J. Charles Linthicum, assignee as aforesaid, after complying with all the previous requisites of him by the conditions of said mortgage and the laws of the State of Maryland, did on or about the 16th day of June, 1898, sell unto the said Asa S. Linthicum, at public sale, at and for the sum of Five Hundred and ninety seven dollars and fifty cents, all the real estate and property mentioned and described in said mortgage; situate and lying in Anne Arundel County in the State of Maryland, and described as follows, that is to say;

Beginning for the metes and bounds courses and distances of said lot or parcel of ground at a water oak tree a boundary of a tract of land called Ridgelys Chance, the beginning boundary of Scotts Chance, a boundary of Woodstock enlarged, and a boundary of the Trusty Friend at the end of the ninety eight line of the said tract of land and the beginning boundary of Griffifths lot, and running thence bounding on the lines of Trusty Friend North forty nine degrees, thirty minutes West thirty four perches; thence North seventy five degrees thirty minutes west twenty six perches; thence North twelve degrees thirty minutes West sixteen perches; thence North sixty five degrees thirty Minutes west seventy five perches to a stone planted at the end of the sixth line of Lot Number One; thence running across the whole tract reverse and bounding on the lines of Lot Number One, South twenty-four degrees West twenty eight perches to a stone; thence South forty six degrees twenty minutes West eighty nine and three quarters perches to a stone, now set a divisiona boundary between the lands of the Late Richard Jacob and Richard Owen, in one of the outlines of the whole tract, and in the fifth line of Scotts Chance; thence bounding on the outlines and lines of said tract of land reverse thereof South twenty seven degrees thirty minutes East One hundred and ten and one half perches to a white oak tree now marked and bounded; thence North sixteen degrees West thirty two perches to a stone heretofore planted; thence South sixty three degrees twenty minutes East forty perches to a stone heretofore planted; thence North sixty five degrees forty five minutes East eighty seven and one quarter perches to a stone heretofore planted; thence North nineteen degrees ten minutes East sixty six and one third perches to beginning. Containing one hundred and thirty two acres, three roods and thirty six perches, more or less. With the use of road twenty feet wide over Lot Number One as now located and reserved in the deed conveyed Lot Number One to Charles A. Warfield, to be used in common by the owners of both tracts. (being the same lot or tract of land described in a mortgage from Antonio Rattaliata and wife to Asa S. Linthicum, dated September 20th, 1889, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 35, folio 468&c.)

And Whereas, the said Asa S. Linthicum has assigned, sold and transferred all his right, title, interest and estate both at law and in equity in and to the property above described to the said John J. Rattaliata and Asa S. Linthicum has requested the said J. Charles Linthicum, assignee as aforesaid, to execute and deliver a deed of the same to the said John J. Rattaliata as is evidenced by his joining in the execution and delivery of these presents.

And Whereas, the aforesaid sale has been duly reported to and ratified and confirmed by the Circuit Court for Anne Arundel County; And Whereas, the purchase money aforesaid has been fully paid and satisfied to the said J. Charles Linthicum, assignee as aforesaid, he is authorized by said power and authority to execute these presents.

Now this deed witnesseth, that the said J. Charles Linthicum assignee as aforesaid, for and in consideration of the premises and of the sum of five hundred and ninety seven dollars and fifty cents to him in hand paid before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, Doth Grant and Convey, unto the said John J. Rattaliata, his heirs and assigns, all the property hereinbefore described, with its appurtenances, and all the right, title, interest and estate of the parties to the aforesaid foreclosure proceedings, both at law and in equity, in and to the same; and the said Asa S. Linthicum in consideration of the sum of five dollars, the receipt of which is hereby acknowledged, Doth Grant and Convey unto the said John J. Rattaliata, his heirs and assigns, all his right, title, interest and estate, both at law and in equity, in and to the property above described.

To Have and To Hold the aforesaid property, with its appurtenances, unto the said John J. Rattaliata, his heirs and assigns forever in fee simple.

Witness the hands and seals of said grantors.

Test; J. Charles Linthicum (Seal) Assignee
Albert M. Sproesser, Asa S. Linthicum (Seal)

State of Maryland, City of Baltimore, To Wit;

I hereby certify that on this Twelfth day of October in the year eighteen hundred and ninety eight, before me, the subscriber a Justice of the Peace of the State of Maryland, in and for Baltimore City aforesaid personally appeared J. Charles Linthicum, Assignee, as aforesaid, and Asa S. Linthicum, the grantors in the foregoing deed, and severally acknowledged the same to be their act,

Albert M. Sproesser J.P.

State of Maryland, Baltimore City, Set;

I hereby certify, That Albert M. Sproesser, Esquire, before whom the annexed acknowledgments were made and who has thereto subscribed his name, was, at the time of so doing a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the hand writing of the said Justice and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this, 12th day of Oct. A.D. 1898.

(Official Seal)

Robt. Ogle,
Clerk of the Superior Court of
Baltimore City.

(Inter. Rev. Stamp, 10cents)

Theodore A. Rettaliata, et al.

Vs.

Joseph J. Rettaliata, et al.

In the Circuit Court

for Anne Arundel County,

No. 2826 Equity.

Answer of Joseph J. & Katherine V. Rettaliata.

Filed 17th May 1906.

To the Honorable the Judge of said Court;

The Joint and several answer of Joseph J. Rettaliata, and Katherine V. Rettaliata to the Bill of Complaint hereinbefore exhibited against them respectfully shows unto your Honor as follows;

They admit allegations contained in said Bill of Complaint and submit to the passage of such decree as is prayed therein, and proper in the premises,

And as in duty, etc. ,

Joseph J. Rettaliata,

Katherine V. Rettaliata, Respondents.

F.V. Rhodes, Solicitor for Respondent

Theodore A. Rettaliata, and others,

vs.

Joseph J. Rettaliata, and others.

In The Circuit Court

for Anne Arundel County.

No. 2826 Equity.

General Replication, Filed 17th May 1906.

To the Honorable, the Judge of said Court

The plaintiffs join issue on the matters alleged in the answers of the defendants so far as the same may be taken to deny or avoid the allegations of the Bill.

L.A. Rettaliata,

Solicitors for Plaintiffs.

Theodore A. Rettaliata et al.

vs,

Joseph J. Rettaliata, et al.

No. 2826 Equity.

In the Circuit Court

For Anne Arundel County.

Petition to Take Testimony, Filed 17th May, 1906.

To the Honorable Judge of said Court;

The petition of the Plaintiffs in this cause respectfully shows that they desire to take testimony in this case, they respectfully pray that leave be granted to take testimony before one of the standing examiners of the Circuit Court for Anne Arundel County.

And as in duty, etc;

L.A. Rettaliata, Sol for Pltffs.

I hereby assent to the passage of the order prayed for in the foregoing petition.

F.V. Rhodes, Sol for Defts.

Order 17th May 1906.

Ordered this 17th day of May 1906, by the Circuit Court for this County leave to be granted to take testimony as prayed for in the foregoing petition before one of the standing examiners of the Circuit Court for said County upon giving three days notice to the adverse party-

Jas. Revell

Theodore A. Rettaliata,
Beatrice A. Rettaliata,
Anthony A. Rettaliata, and
John L. Rettaliata, Infants,
By Louis A. Rettaliata, their
duly appointed, Guardian,

In the
Circuit Court
for
Anne Arundel County
In Equity
Number 2826 Equity.

Vs.

Joseph J. Rettaliata and
Katherine V. Rettaliata.

Testimony Filed 26th May, 1906.

Wednesday, May 23rd, 1906.-

I, Frank H. Stockett, one of the standing Examiners of the
Circuit Court of Anne Arundel County, under and by virtue of an order heretofore passed
in the above cause, met at the office of Louis A. Rettaliata, Esq., 851 Equitable Build-
ing in the City of Baltimore, on Wednesday the twenty-third day of May in the year 1906, at
two o'clock P.M. at which last mentioned time and place I attended, due notice of such meet-
ing have been given, and proceeded in the presence of the solicitors for the respective par-
ties to take the following depositions, that is to say;

Appearances;

Louis A. Rettaliata, Esq; for Plaintiffs;

Frank V. Rhodes, Esq; For Defendants;

Mr. Joseph J. Rettaliata, a witness produced on behalf of the plaintiffs, was duly sworn and
testified as follows;-

Direct Examination.

1. Q. (By the Examiner); Please state your name?

A. Joseph J. Rettaliata.

2Q. Do you know the parties to this suit?

A. I do. I am one of the defendants.

3Q. (By Mr. Rettaliata; Did you know the late John J. Rettaliata?

A. I did. He was my father

4Q. Is he living or dead?

A. He is dead. He died July 21st, 1901.

5Q. Do you know whether or not he left a Will?

A, He did not.

6Q, Do you know whether or not he left a widow?

A. He did. Juli V. Rettaliata.

7Q. Is she living or dead?

A. She is dead. She died October 25th, 1905.

8Q. Your Mother did not remarry prior to her death?

A. No, sir;

9 Q. What children or descendants did the late John J. Rettaliata leave surviving him?

A. He left six children. Joseph J. Rettaliata, of full age and unmarried; Katherine V. Ret-
taliata, of full age and unmarried; Theodore A. Rettaliata, age eighteen ; Beatrice A. Retta-
liata, age sixteen; Anthony A. Rettaliata, age fourteen ; and John L. Rettaliata, age twelve.
Louis A. Rettaliata is their Guardian.

10Q. Are you familiar with the real estate in Anne Arundel County owned by your father at the time of his death?

A. I m. It consists of a farm and improvements in Anne Arundel County of about 130 acres.

11Q. Is said real estate susceptible of division without loss or injury to the parties interested?

A. No.

12Q. Would it be to the interest and advantage of the parties to this cause that the same should be sold and the proceeds divided?

A. It would.

Note; Cross Examination waived;

General Question by the Examiner; Do you know, or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit, or either of them or that may be material to the subject of this your examination, or the matters in question between the parties; if yea, state the same fully and at large in your answer?

A. No.

Note; Signature of witness waived by consent of the solicitors for the respective parties;

(Examination concluded.)

Miss Katherine V. Rettaliata, a witness produced on behalf of the plaintiffs, was duly sworn and testified as follows;

Direct Examination.

1". (By the Examiner); Please state your name?

A. Katherine V. Rettaliata.

2Q. Do you know the parties to this suit?

A. Yes, I am one of the defendants.

3Q. (By Mr. Rettaliata); Did you know the late John J. Rettaliata;

A. I did. He was my father.

4Q. Is he living or dead?

A. Dead. He died July 21st. 1901.

5Q. Do you know whether or not he left a Will?

A. He did not.

6Q. Do you know whether he left a widow?

A. He did. Julia V. Rettaliata.

7Q. Is she living or dead?

A. Died October 25th. 1905.

8Q. Your mother did not remarry prior to her death?

A. No sir.

9Q. What children or descendants did the late John J. Rettaliata leave surviving at the time of his death?

A. Six. Joseph J. Rettaliata, full age and unmarried; Katherine V. Rettaliata, full age and unmarried; Theodore A. Rettaliata, age eighteen; Beatrice A. Rettaliata, age sixteen; Anthony A. Rettaliata, age fourteen; and John L. Rettaliata, age twelve.

10Q. Who is either Guardian?

A. Mr. Louis A. Rettaliata.

11Q. What real estate, if any, did your father leave at the time of his death in Anne Arundel County?

A. A farm comprising about 130 acres.

12Q. Are you familiar with that property?

A. I am.

13Q. What, in your opinion, is the value of said property?

A. About \$2,000.00

14 Q. Is the said real estate susceptible of division without loss or injury to the parties interested?

A.No.

15thQ. Would it be to the interest and advantage of the parties to this cause that the same should be sold and the proceeds divided?

A.It would.

Note; Cross Examination waived.

General Question By The Examiner; Do you know, or can you state, any other matter or thing that may be of benefit or advantage to the parties to this suit, or either of them, or that may be material to the subject of this your examination, or the matters in question between the parties; if yes state the same fully and at large in your answer?

A. I cannot. No.

Note; Signature of witness waived by consent of the solicitors for the respective parties.

(Examination Concluded).

Mr.Casper L.Rettaliata, a witness produced on behalf of the plaintiffs, being duly sworn, testified as follows;

Direct Examination.

1Q. (By the Examiner); Please state your name?

A, Casper L.Rettaliata.

2Q, Do you know the parties to this suit or either of them?

A.Yes, I know all of them.

3Q. (By Mr. Rettaliata); Did you know the late John J.Rettaliata?-

A.I did.

4Q. Is he living or dead?

A. Dead.

5Q. Do you know what real estate if any he possessed at the time of his death in Anne Arundel County?

A.Yes, sir, I do.

6Q. You are familiar with that property?

A.I am.

7Q. What did it consist of?

A. A farm and improvements.

8 Q. What in your opinion, is a fair value of that property?

A. Well, about \$ 2,000.00 is a fair value.

9Q. In your opinion, is said real estate susceptible of division without loss or injury to the parties interested?

A. I don't think so.

10Q. Would it be to the interest and advantage of the parties to this cause that the same should be sold and the proceeds thereof be divided?

A. I think so.

Note: Cross Examination waived;

General Question by the Examiner; Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit, or either of them, or that that may be material to the subject of this examination; or the matters in question between the parties; if yea, state the same fully and at large in your answer?

A.No.

Note; Signature of Witness waived by consent of the solicitors for the respective parties.

(Examination Concluded)

The Plaintiffs filed with the Examiner Exhibits A. & B.

There being no other witness and further time not being desired the testimony is herewith closed and returned to the Court.

Frank H. Stockett (Seal) Examiner.

May 26th 1906.

Exhibit "A" See page 194.

Complainants Exhibit Filed 19th May 1906.

The State of Maryland, Baltimore City Sc.,

The subscriber, Register of Wills for Baltimore City, doth hereby certify that it appears by the Records in his Office,, that on the 11th day of May, in the year of our Lord One Thousand and six, Louis A. Rett liata was appointed by the Orphans' Court for Baltimore City Guardian to

| | | | |
|------------------------|------|----|-------|
| Theodore A. Rett liata | aged | 18 | years |
| Beatrice A. Rett liata | " | 16 | " |
| Anthony A. Rett liata | " | 14 | " |
| John L. Rettaliata | " | 12 | " |

Infant children of John J. Rettaliata Deceased; and the said Louis A. Rett liata being then and there present in said Court accepted of the said Guardianship, and gave Bond with securities who were approved of by the said Court, for the faithful performance of his duty as Guardian to the said Infants in the penalty of \$3000.00

In Testimony Whereof, I hereunto subscribe my name and affix the seal of my Office this 18th day of May in the year of our Lord nineteen hundred and six.

Test; Bart E. Smith,

(Seal) Register of Wills for Baltimore City-

Theodore A. Rettaliata and Others.

In the

vs.

Circuit Court for

Joseph J. Rettaliata, and others.

Anne Arundel County, In Equity.

Decree, for Sale June 9th 1906.

The Above cause standing ready for hearing and being submitted by agreement for Decree the Bill answers, testimony and all the other proceedings were by the Court read and considered;

It is thereupon this 9th day of June in the year nineteen hundred and six, by the Circuit Court for Anne Arundel County, In Equity, adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold; that Louis A. Rettaliata 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 or by the Clerk thereof in the penalty of Four Thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises he shall then proceed to make said sale, having given at least three weeks' notice by advertisement inserted in such newspaper or newspapers published in Anne Arundel County, as he shall think proper of the time place, manner and terms of sale, which shall be one third cash on the day of sale and the residue in equal instalments at six and twelve months, the credit payments to bear interest from the day of sale, or all cash at option of the purchaser; or said trustee may make sale of said property at private sale, for not less than the valuation or amount placed upon it in the testimony in this cause, subject to the approval of this Court, if in his judgment such sale would be more advantageous to the parties to this cause, and as soon as may be convenient after any such sale the said trustee shall return to this Court a full and particular account of his 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 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 claims of the parties hereto complainants and defendants and those claiming by, from or under them, or either of them. And the said trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this court after deducting the cost of this suit and such commission to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Jas. Revell

Bond Filed June 14, 1906.

Know All Men by These Presents;

That, We Louis A. Rettaliata, Anthony W. Rettaliata and Walter J. King of Baltimore City, and State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Four thousand 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 and administrators, jointly and severally, firmly by these presents- sealed with our seals and dated this 12th day of June in the year of our Lord one thousand nine hundred

and six.

Whereas, the above bounden Louis A. Rettaliata by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County has been appointed Trustee to sell the real estate mentioned in the proceedings in the case of Theodore A. Rettaliata et al vs. Joseph J. Rettaliata, et al. now pending in said Court.

Now the condition of the above Obligation is such That If The Above Bounden Louis A. Rettaliata do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligations to be void; otherwise to be and remain in full force and virtue in law;

Signed, sealed and delivered

Louis A. Rettaliata (Seal)

in the presence of

Anthony N. Rettaliata (Seal)

Anna Belle Wilson

Walter J. King (Seal)

Theodore A. Rettaliata, et al.

In the Circuit Court

vs.

for

Joseph J. Rettaliata, et al.

Anne Arundel County.

Report of Sale Filed 16th June 1906.

To The Honorable Judge of said Court;

The Report of Louis A. Rettaliata, Trustee, appointed by decree of this Court, passed in the above entitled cause, dated the ninth day of June 1906, to make sale of certain real estate therein mentioned, respectfully shows;

That after giving bond with security for the faithful performance of his trust, and after having complied with all the previous requirements of said decree, he has sold at private sale to Charles Minnegerode subject to the approval of this Honorable Court, the real estate and improvements which is the basis of this proceeding, being the tract of land in Anne Arundel County described in Exhibit A. in this proceedings, for the sum of two thousand dollars, payable in cash on the ratification of said sale. That the foregoing sum of two thousand dollars is at least the full market value of said real estate and more than the property would probable bring at public auction, as the undersigned believes and is testified to by disinterested parties who are familiar with the property and that it would be to the interest of all the parties to this cause that said sale be ratified by this Honorable Court.

Respectfully Submitted.

Louis A. Rettaliata, Trustee.

State of Maryland, City of Baltimore, to-wit;

I hereby certify, that on this fifteenth day of June, in the year nineteen hundred and six, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, duly commissioned and qualified, personally appeared Louis A. Rettaliata, Trustee named in the above Report of Sale, and made oath in due form of Law, that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

(Notary's Seal)

Howard D. Adams,

Notary Public.

Theodore A. Rettaliata et al.
versus.

In The Circuit Court
For Anne Arundel County.

Joseph J. Rettaliata, et al.

No. 2826 Equity

Order Nisi 16th June 1906.

Ordered, this 16th day of June 1906, That the sale of the property mentioned in the proceedings made and reported by Louis A. Rettaliata Trustee,

Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 16 day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of July next; The Report states the amount of sale to be \$ 2000.00

Geo. Wells, Clerk

Certificate Pub, Order Nisi Filed 2nd August 1906.

Annapolis Md., Aug, 2, 1906.

I hereby certify that the annexed Order Nisi in the Matter of Theodore A. Rettaliata et al vs. Jos. A. Rettaliata No 2826 Eq. Was published in the "Maryland Republican" a weekly newspaper published in the City of Annapolis once a week for three successive weeks before the 16th day of July 1906, the first insertion being made the 23rd day of June, 1906.

Jno. Oliver Martin,

One of the Publishers.

Theodore A. Rettaliata et al.

versus

Joseph J. Rettaliata et al.

In the Circuit Court

For Anne Arundel County

No. 2826, Equity.

Final Order 3rd August 1906.

Ordered by the Court, This 3rd day of August, 1906, that the sale made and reported by the Trustee aforesaid, 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; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor to whom this case is referred.

Jas Revell.

In the case of
Theodore A. Rettaliata et al

vs.

Joseph J. Rettaliata et al,

In The
Circuit Court for
Anne Arundel County
No 2826 Equity.

Auditors Report, and Account Filed 21st August 1906.

To The Honorable, the Judges of said Court;

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within account which is explanatory

All of which is respectfully submitted.

James W. Owens, Auditor.

Dr The Undivided real estate of Jno.J. Rettaliata deceased in ac with Louis A.Rettaliata,Truste.Cr

| 1905 | | | 1906 | |
|------|--------------------------------------|----------|-----------|----------------------------|
| 9th | | | 9th | |
| June | - To Trustee for Commissions on sale | | June | By proceeds of real estate |
| " " | " " " " " on Rent & Int- | | | as per report filed |
| " " | " " " " " for his expenses Viz; | | | Rent Collected |
| " " | " Order Nisi Maryland Republican | 4 00 | | Interest |
| " " | " Recording release | 75 | 4 75 | |
| " " | " Trustee for Court Cosys, viz; | | | |
| " " | " Plaintiffs solicitor | \$ 10 00 | | |
| " " | " Defendants " " | 10 00 | | |
| " " | " Clerk Circuit Court | 12 25 | | |
| " " | " Examiner F.H.Stockett | 4 00 | | |
| " " | "Exhibit Copy | 50 | | |
| " " | " Auditor | 9 00 | \$ 45 75 | |
| " " | " The Trustee for taxes, viz; | | | |
| " # | State & County for 1905 | \$ 29 80 | | |
| " " | " " " " " in proportion | | | |
| | to day of sale subject to | | | |
| | agreement | 14 69 | 44 49 | |
| " " | " Asa S.Linthicum mortgagee in full | | | |
| | payment of mortgage claim | | \$ 409 67 | |
| " " | " Distribution among the heirs at | | | |
| | law of Jno J.Rettaliata deceased | | | |
| | as follows- \$ 143833 | | | |
| " " | " Joseph J.Rettaliata 1/6 | | 239 72 | |
| " " | " Katherine V. Rettaliata " | | 239 72 | |
| " " | " Theodore A.Rettaliata " | | 239 72 | |
| " " | " Beatrice A.Rettaliata " | | 239 72 | |
| " " | " Anthony R.Rettaliata " | | 239 72 | |
| " " | " John L.Rettaliata " | | 239 73 | |
| | | | \$2039 99 | \$2039 9 |

Final Order Ratifying Auditor's Report And Account.

24th January 1907.

Theodore A. Rettaliata &c

versus

Joseph J. Rettaliata &c

In The Circuit Court

for Anne Arundel County

No 2826 Equity.

Ordered, this 24th day of January 1907, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Jas. Revell Associate Judge.

Mary C. Brown,
 Mary E. V. Rutter and Philip Rutter,
 her husband, Margaret H. Russell and
 John H. Russell, her husband,
 vs.

In The
 Circuit Court For
 Anne Arundel County,
 No. 2821
 Equity.

Marion Beard.

Bill of Complaint and Two Exhibits Filed 3rd May 1906.

To The Honorable the Judges of the Circuit Court for Anne Arundel County.

Your orators, complaining, say;

First; That Daniel Brown late of Anne Arundel County, deceased, departed this life on the tenth day of September, in the Year Eighteen hundred and eighty-nine, intestate, and seized and possessed of Real Estate situate in the city of Annapolis of the State of Maryland which was conveyed to him by Daniel Medford and wife, dated the seventeenth day of December eighteen hundred and eighty and recorded among the land records of said County in Liber S.H. No. 22 folios 632 &c,

Second; That under a proceedings in the said Court in the case of Mary C. Brown Vs. Mary E. V. Brown and others, No. 1416 Equity, the said Real Estate, which consisted of a lot of ground improved by three small frame dwellings, was divided into three lot with a dwelling on each lot; and that one of the said lots with a dwelling thereon was sold for the sum of \$580, and the proceeds of said sale was applied to the payment of the debts due by said deceased and the costs in the case-leaving two of said lots with two dwellings thereon in the possession and use of the widow and children of the said deceased as will fully appear by reference to said Equity proceedings.

Third; That the said Daniel Brown left surviving him a widow, your oratrix Mary C. Brown, and three children, viz; Mary E. V. Rutter who has since intermarried with Philip Rutter, both of full age and reside in said City of Annapolis.

Margaret H. Russell who has since intermarried with John H. Russell, both of full age and reside in said City of Annapolis.

Marion A. Beard who has since intermarried with Caleb White Beard.

The said Marion A. Beard is of the full age of eighteen years and reside in said City of Annapolis, but the whereabouts of the said Caleb W. Beard is unknown to your orators.

Your orators are, however, advised that it is not necessary to make the Caleb W. Beard a party to this suit.

Fourth. That the said residue of the Real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated, and 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 interests.

Five; That the said two dwellings are in need of repairs and your orators believe that it will be to the advantage of all the parties interested to sell Lot numbered three on the plat filed in Equity proceedings a copy of which said plat is herewith filed as a part hereof marked Exhibit No. 1"

Sixth; That they have an offer of eight hundred dollars for said Lot No. 3- as will appear by an agreement in writing herewith filed as a part hereof Marked "Exhibit No2" and all the parties interested are willing and ready to sell for that sum; but, owing to the absence of the husband of the said Marion A. Beard, they cannot sell and give a good and marketable title

to said property without the aid of this Court.
 Seventh; That your oratrix, Mary C. Brown, consents to the sale of said Lot No. 3, free from any claim of dower and will take in lieu thereof such portion of the net proceeds of sale as may be just and equitable.

To the end therefore.

(1) That a decree may be passed for the sale of said Lot No 3, and the improvements thereon at private sale.

(2) That the proceeds of said sale may be distributed among the plaintiffs and defendant according to their respective rights and interests.

(3) That your orators may have such other and further relief as their case may require.

May it please your Honors to grant unto your orators the writ of subpoena, directed to the said Marion A. Beard, residing in the City of Annapolis in Anne Arundel County, commanding her to be and appear in this Court on some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein,

And she is in duty bound &c.,

Jas. R. Brashears, Solicitor for Plaintiffs

Exhibit No. 1.

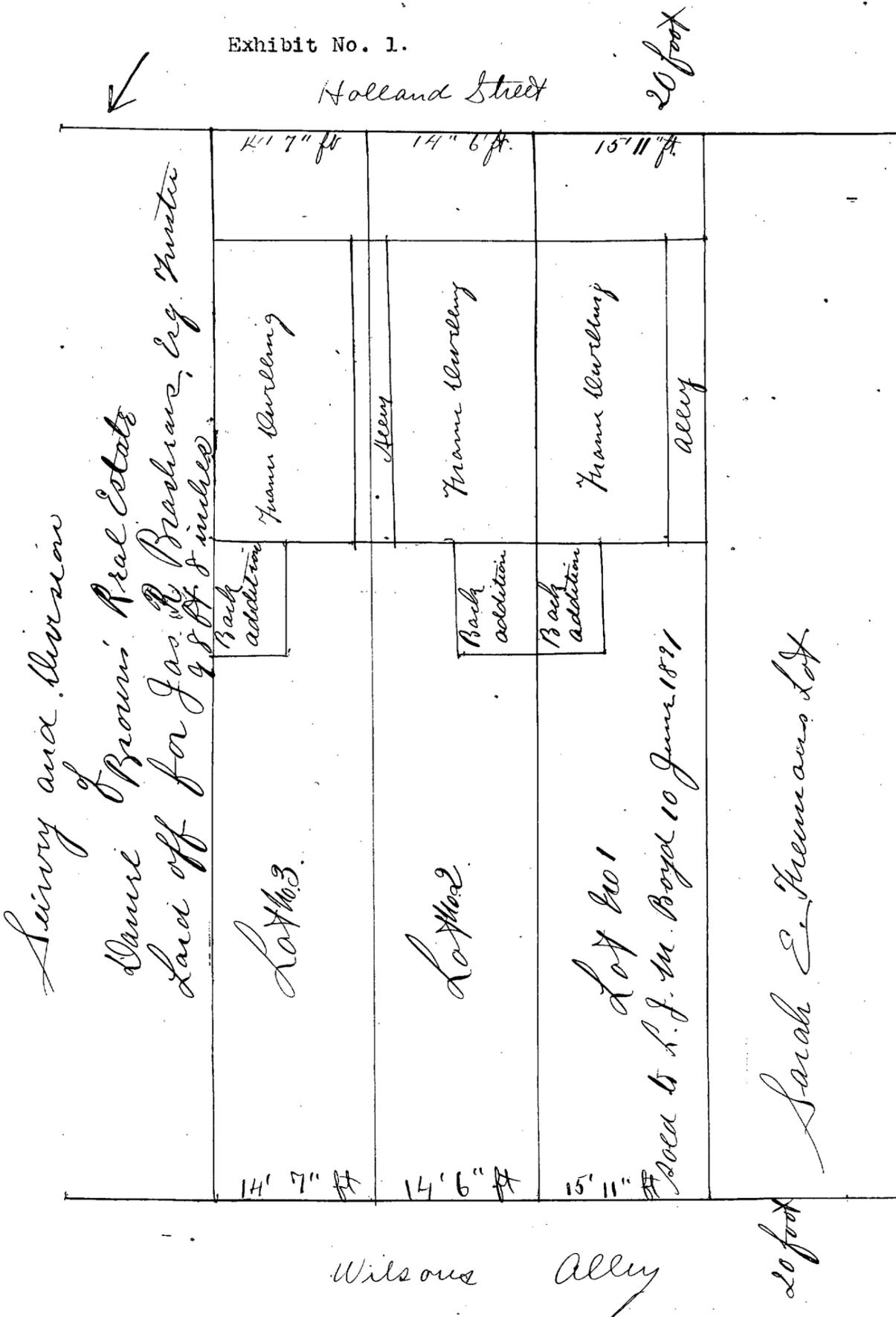


Exhibit No.2.

I hereby agree to purchase from the widow and children of Daniel Brown, deceased, Lot No 3, on the Plat filed in the case of Mary C. Brown and others against Mary E.V. Brown and others No.1416 Equity In the Circuit Court for Anne Arundel County at and for the sum of Eight Hundred dollars as soon as a good and sufficient deed can be given under a decree of said Court Witness my hand and seal this 7th day of March 1906.

Witness; Jas.R.Brashears;

William X H Brooks (Seal)

We, the undersign, the widow and heirs at law of the said Daniel Brown do hereby consent to the sale of said lot and the improvements thereon.

Witness;

Mary C.Brown
Mary E.V.Rutter
Margaret H.Russell
Marion A.Beard

Philip Rutter.

Subpoena Issued as prayed, and returned summoned

Endorsed. Joshua Linthicum, Sheriff.

Mary C, Brown and others

In the Circuit Court

vs.

for

Marion A.Beard.

Anne Arundel County. In Equity

Answer of Marion A, Beard. Filed 26 May 1906

To the Honorable the Judges of the Circuit Court for Anne Arundel County.

The Answer of Marion A.Beard the defendant in the above entitled case.

This Reppondent, answering the Bill of Complaint in the above entitled case, says; She admits the matters and things set forth therein to be true, and she consents a decree for the sale of the lot mentioned therein at private or public sale.

And as in duty bound & etc.

Marion A.Be ard.

State of Maryland, Anne Arundel County, to wit;

I hereby certify that on this 26th day of May in the year nineteen hundred and six before me the subscriber a Justice of the Peace of the State of Maryland in and for Anne Arundel County, aforesaid personally appeared the within named Marion A.Beard and acknowledged the foregoing answer to be her act.

John N.Davis, Justice of the Peace.

Bond Filed 28th June 1906.

Know all men by these presents, That we James R.Brashears and The United States Fidelity and Guaranty Company a body corporate of Baltimore City are held and firmly bound into the State of Maryland, in the full and Just sum of Fifteen hundred dollars (\$1500.00) current money, to be paid to the State of Maryland, or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs , executors and administrators, jointly and severally firmly by these presents, sealed with our seals and dated this 27th day of June in the year nineteen hundred and six.

Whereas, the above bounden, James R.Brashears, by virtue of a decree of the Circuit Court for Anne Arundel County passed in a cause wherein Mary C.Brown and others are complainants and

Marion A. Beard is defendant. No. 2821 Equity, has been appointed trustee to sell the property mentioned in the said proceedings.

Noe the condition of the above obligations is such that if the above Bounden James R. Brashears, do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation shall be void, otherwise to be and remain in full force and virtue in law.

| | | |
|----------------|------------------|--|
| Witness; | | Jas. R. Brashears (Seal) |
| Essie Johnson; | | The United States Fidelity and Guarantee Company by Julian Brewer & (Seal) |
| | | Frank H. Stockett Attorneys as per. Power of Attorney filed in the Circuit Court For Anne Arundel County Md. |
| Witness; | (Corporate Seal) | |
| Essie Johnson. | | |

Mary C. Brown and others.

vs.

Marion A. Beard

In The Circuit Court
For Anne Arundel County,
No. 2821 Equity.

Report of Sale Filed 29 June 1906.

To The Hon. the Judges of the Circuit Court for Anne Arundel County.

The Report of James R. Brashears, Trustee appointed by a decree of this Court passed in the above entitled cause on the 22nd day of June in the year nineteen hundred and six, to make sale of certain real estate mentioned in these proceedings, respectfully shows; That after giving bond with security for the faithful performance of his trust and after having complied with all the other prerequisites as required by law, he sold at private sale to William T. Brooks, of the city of Annapolis, Lot Number three mentioned and referred to in these proceedings, at and for the sum of Eight Hundred dollars (\$800.00) the said sum being the amount agreed to by all the parties before the Bill of Complaint was filed in this cause.

Your Trustee believes the price to be full value of the property and prays the Court to ratify the sale.

The Terms of sale being cash upon the final ratification of this report by the Court.

Respectfully Submitted.

Jas. R. Brashears, Trustee.

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 29th day of June in the year Nineteen hundred and six, before me, the subscriber a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared the within James R. Brashears, Trustee, and made oath in due form of law that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and belief; and that that the sale therein reported was fairly made.

William N. Woodward, Deputy Clerk of the
Circuit Court for Anne Arundel County.

We hereby agree to the immediate ratification of the sale made and reported by James R. Brashears, Trustee, in the foregoing Report of sale.
July 2- 1906.

Jas. R. Brashears (Seal)
 Mary C. Brown (Seal)
 Mary E. V. Rutter (Seal)
 Margaret H. Russell (Seal)
 Marion A. Beard
 Nicholas H. Green Atty for Wm. T. Brooks
 A. McCullough Guardian ad litem
 for Marion A. Beard.

Order 3rd July 1906.

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 3rd day of July in the year nineteen hundred and six, that the sale made and reported by James R. Brashears, Trustee aforesaid, be finally ratified and confirmed- all the parties interested having agreed there- to and the trustee is allowed the usual commissions and such proper expenses as he may produce vouchers for to the auditor.

I. Thomas Jones,

Mary C. Brown et al
 vs.
 Marion A. Beard.

No. 2831 Equity
 In the Circuit Court
 For Anne Arundel County

Answer of Guardian ad litem. Filed 16th June 1906.

To The Honorable the Judges of said Court;

The answer of Marion A. Beard infant by Allen McCullough Guardian ad litem, duly appointed by order of this Court to the Bill of Complaint of Mary C. Brown et al against her in this Court Exhibitd;

This Defendant being under the age of twenty one years, cannot admit any of the allegations in said Bill alleged and submit her rights thereunder, to the protection of this Court.

A. McCullough, Guardian ad litem o
 for Marion A. Beard.

Petition for Appointment of Guardian Litem

Filed 16th June 1906.

To the Honorable the Judges of said Court.

The Petition of the plaintiff in this case.

Your petitioners respectfully represents that the said Marion A. Beard the defendant in this case has been duly returned summoned but being under the age of twenty one years they are advised that she cannot answer and defend this suit for herself.

Your petitioners therefore pray your Honors to appoint a Guardian ad Litem to appear and answer for said defendant- And s' in duty Etc.,

Jas. R. Brashears.
 Solicitor for Petitioners.

Order 16th day June 1906.

Ordered, by this 16th day of June 1906, by the Circuit Court for Anne Arundel County upon the foregoing petition that Allen McCullough be and he is hereby appointed Guardian ad litem to appear and answer for Marion A. Beard the defendant in the above cause

I. Thomas Jones.

Mary C. Brown et al
vs.

No. 2821 Equity
In the Circuit Court

Marion A. Beard

For Anne Arundel County.

General Replication, Filed 16th June 1906

The Plaintiffs join issue on the matters alleged in the answer of the defendant in this case so far as the same may be taken to deny or avoid the allegations of the bill.

Jas. R. Brashears,

Sol. for Plaintiffs

Mary C. Brown et al,
vs.

No. 2821 Equity

In the Circuit Court

Marion A. Beard.

For Anne Arundel County

Testimony Filed 20th June 1906.

To the Honorable the Judges of said Court

The petitioners respectfully represent that this case is at issue, and that they desire to take testimony, and they pray that leave be granted them to do so before one of the standing examiners of this Court.

And as in duty etc;

Jas. R. Brashears. Sol for Petitioners.

Order, 1th June 1906.

Ordered, this 16th day of June 1906, by the Circuit Court for Anne Arundel County in Equity that leave be and is hereby granted to the parties to this cause to take testimony as prayed before one of the standing examiners of this Court.

I. Thomas Jones

Complainants' Interrogatories.

First; State your name, residence and occupation.

Second; Are you acquainted with the parties to this suit, or any, and which of them?

Third; Did you know the late Daniel Brown in his life time? Is he living or dead; if dead when and where did he die, and did he leave any last will and testament? Was he married, and if yea, to whom; and is his widow living or dead, and if living where and what is her age:

What children and descendants did he leave and what are their names, ages, and residences;

Fourth; What real estate, if any, did the said Daniel Brown die seixed and possessed of? If he left any describe its quantity, quality, situation and value.

Fifth: Is, or is not the real estate mentioned in these proceedings susceptible of partition among the parties interested therein without material loss and injury to them,

Sixth; Would it, or not be to the benefit and advantage of all parties interested therein to sell the said real estate and to divide the proceeds among them according to their several interests? State your reason for such an opinion.

Seventh; Would it, or not be to the advantage of all the parties interested to sell Lot No. 3 at private sale.

Jas. R. Brashears, Sol. for Plaintiffs.

Wednesday, June 20th 1906,

Present; James R. Brashears, Sol. for Plaintiffs.

Allen McCullough, Guardian ad litem for Marion Beard.

Jerry L. Smith,

Examiner

Pursuant to an order passed on the 16th day of June 1906, the above parties met at the office of James R. Brashears on Wednesday June 20th 1906, at 10.30 o'clock A.M. in the City of Annapolis, Md where the within testimony was taken by the Examiner.

Mr. A. J. Stinchcomb witness of lawful age being first duly sworn deposes and says;

1Q. I reside in Annapolis, Md. My occupation is a merchant.

2A. Yes, I know all the parties to this suit;

3A. I knew Daniel Brown, he died in the city of Annapolis in the year 1889, he left no will he left a widow Mrs. Mary C. Brown one of the plaintiffs in the case.

4A. he left three small frame houses and lots on Holland Street in the City of Annapolis, Maryland, Witness looks at Exhibit No. 1 and says the property is correctly described on the plat. Lot No. 1 marked on the plat, was sold to L. J. M. Boyd to pay Mortgage and debts against the property. Mrs Brown has an offer of \$800.00 for lot No. 3, which I think is an excellent price, the other is lot No. 2 about the same value but both of them are out of repair.

5A. I don't think it can be a widow and three children being interested, it cannot be divided-

6A. I think it would be better for a sale of the property, to sell one house and repair the other and keep the other to live in.

7A. I think the offer she has she had better sell at private sale, and it would be less expensive

To the general question under the rule the witness says no.

A. J. Stinchcomb.

John N. Davis a witness of lawful age being first duly sworn deposes and says;

1A. John N. Davis, I am a carpenter, I reside on West Street Annapolis, Md.

2A. I know Mrs. Brown and Mr Russell.

3A. I knew Mr Daniel Brown, he died September 1889, he left no will and testament, he left a widow Mrs. Mary C. Brown, and several children, he died in the City of Annapolis.

4A. I know Daniel Brown left property on Holland Street, he left three houses he was left two houses. I think if Mrs. Brown can get \$800.00 or \$900.00 at private sale, I think she had better take it from what I know of the property Lot, No. 3 I understand that Mrs. Brown has an offer of \$800.00 I think it would be well for her to sell it, she would save expenses in the way of advertising and auctioneering and other expenses.

I think it would be better to sell it could not be divided among the widow and three heirs.

To the general question under the rule the witness says, No.

John N. D. vis.

Mary C. Brown, a witness of lawful age being first duly sworn deposes and says.

1A. Mary C. Brown, I reside in Annapolis City.

2A. I am acquainted with all the parties to this suit, I am one of the plaintiffs. Mary E. V. Rutter, wife of Philip Rutter, my daughter, Margaret H. Russell wife of John H. Russell is my daughter, and Marion A. Beard who married Caleb White Beard, also an other daughter. All reside in Annapolis, City, except Caleb W. Beard who has been away seven months and we do not know of his whereabouts, and have not any idea, where he is at present

3A. Daniel Brown was my husband he died 10th September, 1889 and he was drowned in the Chesapeake Bay and resided at Annapolis, at the time of his death; he left three children, whom

I have above said

I have above named, Mary E.V. Rutter and Margaret H. Russell are over twenty one years of age Marion A. Beard was twenty years of age on the 28th day of January last;

4A, My husband bought a lot of ground from Mr. Daniel Medford and wife. 17th day of December 1883, on Holland Street in the City of Annapolis, upon which he built three frame house with four rooms with back kitchen, and the property is correctly described on plat marked Plaintiffs Exhibit No.1, after Mr. Brown's death one house and lot was sold to Mr. J.L.M. Boyd for \$580.00. and that money was used to pay Mortgage and other debts on the property We want to sell lot No.3, and we have an offer to purchase it for \$800.00.

Plaintiffs files agreement with Examiner Exhibit No.2.

And I think that is a good price for Lot No 3, We do not wish to sell the other house at present our plans is to take some of the money and repair the house to live in.

5A. The property cannot be divided among three children and myself their being two houses and lots.

6A. I think it would be much better to sell and repair the house otherwise if it is not sold. I donot know whether I could get the same price. I think it would be better to sell at private sale. I would save the expenses in Advertising and other expenses.

To the general question under the rule the witness says no.

Witness; Jerry L. Smith;

Mary C. ^{her} ~~x~~ _{mark} Brown

Plaintiffs files with the Examiner the case of Mary C. Brown et al vs Mary E.V. Brown No. 1 1416 Equity in the Circuit Court for Anne Arundel County, as evidence in this case.

There being no further time being desired and no other witness for examination this testimony is now closed and returned to this Honorable Court.

Jerry L. Smith. (Seal) Examiner.

Mary C. Brown and others,

In the Circuit Court

Vs.

for

Marion A. Beard,

Anne Arundel County, In Equity.

Decree June 22nd 1906.

This Cause standing ready for hearing and being submitted and the proceedings read and considered; it is thereupon this 22nd day of June in the year Nineteen hundred and six, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that Lot Number three mentioned and referred to in these proceedings be sold at private or public sale, but if sold at private sale the price shall not be less than eight Hundred dollars (\$800.) that James R. Brashears be and he is hereby appointed trustee to make said sale and 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 or the Clerk thereof, in the penalty of One Thousand and five hundred dollars (\$1500.) 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 said sale, having given at least three weeks notice by advertisement, inserted in some newspaper or newspapers published in Anne Arundel

n County as he shall think proper, of the time place, manner and terms of sale (if sold at public sale) which terms shall be one-half cash and one-half in six months, or all cash at the option of the purchaser, the credit portion to bear interests and to be secured to the satisfaction of the trustee, and as soon as may be convenient after such sale the said trustee shall return to this Court a full and particular account of his 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 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, plaintiff 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 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.

I. Thomas Jones.

We hereby waive all rights under rule requiring the evidence to remain in Court ten days; and we consent to the passage of the above decree.

June 21st 1906.

Jas. R. Brashears, Sol for Plaintiffs
 A. McCullough Guardian ad Litem of
 Marion A. Beard.

In the Case of Mary C. Brown et al,
 vs.
 Marion A. Beard

In the Circuit Court
 For Anne Arundel County
 No. 2821 Equity.

Auditor's Report and Account Filed July 28th 1906.

To the Honorable, the Judges of said Court;
 The Auditor reports to the Court that he has examined the proceedings in the above entitled cause and from them has stated the within account
 All of which is respectfully submitted.

James W. Owens, Auditor.

| Dr. | The undivided Real Estate of Daniel Brown in ac with Jane S R. Brashears, Trustee. Cr. | | | | Cr. |
|----------|--|----------|--------|-----------|------------------------|
| 1906. | 1905. | | | | 1906 |
| June 29. | To the Trustee for Commissions | | | \$ 49 00 | June |
| " " | " " " " Court Costs, viz | | | | By proceeds of sale of |
| " " | " Solicitor | \$ 10 00 | | | Real Estate as per re- |
| " " | " Clerk Circuit Court. | 11 50 | | | port filed |
| " " | " Sheriff (Joshua Linthicum) | 45 | | | |
| " " | " Examiner | 4 00 | | | |
| " " | " Auditor | 4 50 | 30 45 | | |
| " " | " To distribution among the heirs | | | | |
| | at law of Dan' Brown of \$720.55 | | | | |
| | as follows | | | | |
| " " | " Mary C, Brown widow dower | | | | |
| | age 45-55 2/17 | \$ 85 77 | 85 77 | | |
| " " | " Mary E.V. Rutter 1/3 of bal.- | | 211 59 | | |
| " " | " Margaret H. Russell " " " | | 211 60 | | |
| " " | " Marion A. Beard " " " | | 211 59 | | |
| | | | | \$ 800 00 | |
| | | | | | \$ 800 00 |

We hereby agree to the immediate ratification of the within report and account
Mary C. Brown

Mary E. V. Rutter

Margaret Helen Russell

Margaret A. Beard

A. McCullough, Guardian Ad Litem

for Marion A. Beard

Jas. R. Brashears, Trustee.

July 28th 1906.

Final Order August 3rd 1906

In the Circuit Court for Anne Arundel County.

Ordered by the Court this 3rd day of August 1906, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, all the parties interested having agreed thereto in writing and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

I. Thomas Jones.

(Continued from Liber S.H.NO. 9 folio 138)

Orville Horwitz

No,551 Equity

vs.

In the Circuit Court for

Jacob Brandt Jr., and wife.

Anne Arundel County.

Petition of widow and heirs at law of Orville Horwitz deceased
for the appointment of a Trustee to convey, in the place of Theophilus
B.Horwitz, deceased.- Filed 24th Jany- 1907.

To the Honorable the Judges of said Court;

The Petition of Maria G.Horwitz, Florence G.Key and Edward Key, her husband, Louisa H.Bullitt and William C.Bullitt, her husband. Alice D.Andreozzi Bernini and Pietro Andreozzi Bernini, her husband, and Haller G.Ponsonby and Claude A.C. Ponsonby, her husband, respectfully represent unto your Honors.

(1) That Orville Horwitz, late of Baltimore County, mortgagee in this cause and complainant, purchased the property mentioned in these proceedings, made by him as such mortgagee on June 5th 1876 and that the sale so made was fairly ratified and confirmed by this Honorable Court by its order of July 18th, 1876. That in its said order of final ratification this Honorable Court appointed one Theophilus B.Horwitz as Trustee to convey the property purchased by the mortgagee at his own sale to the said mortgagee, Orville Horwitz;

(2) That as purchaser the said Orville Horwitz took possession of the property sold and bought in by him as aforesaid and he and his family have remained in possession of the same until this present time, but that no conveyance was ever made by the said Theophilus B. Horwitz unto the said Orville Horwitz, of the same, or if made such deed was never recorded, though the said Orville Horwitz in the year 1887 undertook to convey a portion of this property, as though such conveyance to him had been made, and that the said Orville Horwitz and the said Theophilus B. Horwitz are both dead;

(3) that by the last will and testament of the late Orville Horwitz made in 1885 and probated that year in the Orphan's Court for Baltimore County, all the rest and residue of the testator's property, to which the property mentioned in these proceedings belong, after certain deductions for his widow, your petitioner Maria G.Horwitz, was devised unto the testator's four daughters, your petitioners, Florence G.Key. Louisa H.Bullitt; Alice D. Andreozzi Bernini and Haller G. Ponsoby to be held by them upon certain trusts, uses and purposes.

(4) That your petitioners are advised that this Honorable Court will upon this their petition appoint a new trustee for the purpose of conveying the property mentioned in these proceedings in the place of the said Theophilus B.Horwitz, deceased, to the end that the same may pass unto the will of its late owner, the said Orville Horwitz, deceased.

Your petitioners therefore pray your Honors to pass an order, upon this their petition, appointing a trustee in the place and stead of Theophilus B.Horwitz, deceased, to convey the title of the said estate sold under foreclosure in this proceeding under the widow and four daughters of the said Orville Horwitz, deceased, to be held under the terms of his will.

And as in duty bound &c.

Daniel R.Randall,

Solicitor for Petitioners.

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 24th day of January 1907 that before the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Daniel R. Randall, and made oath in due form of law that the matters and facts contained in the foregoing petition are true to the best of his knowledge and belief.

As witness my hand and seal notarial.

(Notary's Seal) and Brady.

Notary Public.

Orville Horwitz,

vs.

Jacob Brandt Jr., and wife;

No. 551 Equity,

In the Circuit Court for

Anne Arundel County.

Order 25th January 1907.

Ordered this 25th day of January 1907, by the Circuit Court for Anne Arundel County, upon the foregoing petition and affidavit, that Daniel R. Randall be and he is hereby appointed Trustee in the place and stead of Theophilus B. Horwitz, deceased, to convey the property sold in this proceeding and purchased by the late Orville Horwitz, unto the petitioners, the widow and children, devisees under the last will and testament of the said Orville Horwitz, deceased, that the same may pass under the terms of said last will and testament, all costs of this proceeding having first been paid and satisfied by the petitioners.

Jas, Revell,

Associate Judge 5th Judicial Cict

Henry P. Smith

No 1359 Equity.

vs.

In the Circuit Court

Eliza C. Smith &

For

Maria E. Peters, (deceased) Original Mortgage Filed 25th Anne Arundel County.

1890.

This Mortgage, Made this twenty seventh day of May in the year one thousand eight hundred and eighty nine by Eliza C. Smith (widow) and Maria E. Peters (feme sole) of the City of Baltimore of Baltimore County, in the State of Maryland.

Whereas the said Eliza C. Smith and Maria E. Peters stand justly and truly indebted unto Henry P. Smith of the City of Baltimore in the State of Maryland, on the full sum of Three Hundred Dollars lawful money for which sum they have made & passed unto the said Henry P. Smith their promissory note for that amount bearing date May 27th 1889 drawn by the said Eliza C. Smith and Maria E. Peters, payable to the order of the said Henry P. Smith Five Years after date for the sum of Three Hundred dollars with Interest at the rate of Six per cent per annum and said interest payable semi-annually on the 27th day of November and May thereafter,

To secure the prompt and effectual payment of said recited promissory note & interest thereon and the performance of the covenants and conditions herein contained these presents are executed;

Now This Mortgage Witnesseth; That in consideration of the premises, and of the sum of One Dollar, the said Eliza C. Smith and Maria E. Peters do grant and bargain sell and convey unto the said Henry P. Smith his heirs and assigns, in fee simple,

All their right, title interest claim and demand in into and out of all that peice or parcel of land being part of a tract of land called "Hollands Choice" situate and lying in Anne Arundel County State foresaid containing about forty acres of land more or less which a certain Clarissa O. Peters acquired by descent from her father Nicholas Forrester deceased and which in the division of the real estate of said Nicholas Forester was allotted to said Clarissa O. Peters in severalty and also all that piece or parcel of land situate lying and being in said County containing three and a half ac res of land more or less and which by Indenture bearing date August 19th 1864 and recorded among the Land Records of Said County in Liber J.H.N. No 2. folio 241 &c., was conveyed by a certain Emos Harman, and wife to the said Clarissa O. Peters in fee simple. Being the same parcels of ground which by deed bearing date on the first day of November 1887 and recorded among the land records of said County in Liber S.H.No. 31 folio 410 &c, were conveyed by William H. Artz And wife to the said Eliza C. Smith and Maria E. Peters and which were previously conveyed to said William H. Artz by said Eliza C. Smith and Maria E. Peters by deed bearing date on the thirtieth day of April in the year 1884 and recorded among the land records of Anne Arundel County in Liber S.H. No. 23 folio 482 &c Together with the buildings and improvements thereupon and the rights, roads, ways, waters, privileges, and appurtenances, thereto belonging or in anywise appertaining.

To Have and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of said Henry P. Smith his heirs and assigns forever.

Provided that if the said Eliza C. Smith and Maria E. Peters their heirs, executors, administrators or assigns, shall punctually pay to the said Henry P. Smith his executors administrators or assigns, the aforesaid sums of money at the times and in the manner stated.

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 Eliza C. Smith & Maria E. Peters 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, and on the mortgage debt and interest hereby intended to be secured; which taxes, assessments public dues, charges, mortgage debt and interest;

The Said Eliza C. Smith & Maria E. Peters for themselves, their heirs, executors, administrators, and assigns, do hereby covenant to pay when legal, y demandable. But if default be made in payment of said money or the interest thereon to accrue, or in 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 Henry P. Smith his heirs and assigns or 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 manner following; viz; upon giving twenty days' notice of the time place, manner and terms of sale, in some newspaper printed in Anne Arundel County, 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 counsel or attorney's fees 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 his personal representatives 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 Mortgagor, their personal representatives or assigns or to whoever may be entitled to the same.

And the said Eliza C. Smith and Maria E. Peters for themselves their 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 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 the benefit of the said Henry P. Smith to the extent of his lien or claim hereunder.

Witness, the hands and seals of the said Mortgagors.

Test Eliza C. Smith (Seal)

Geo. McCaffray; Maria E. Peters (Seal)

State of Maryland, Baltimore City, to-wit;

I hereby certify that on this twenty seventh day of May in the year one thousand eight hundred and eighty nine before the subscriber a Justice of the Peace of the State of Maryland, in and for the City of aforesaid, personally appeared Eliza C. Smith and Maria E. Peters and each acknowledged the foregoing Mortgage to be their respective act; and now at the same time, before me, personally appeared also Henry P. Smith the within named Mortgagee and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

Geo. McCaffrey, J.P.

State of Maryland, Baltimore City, Sct;

I Hereby Certify, That George McCaffray Esquire, before whom the annexed acknowledgments and affidavit were made, and who has thereto subscribed his name, was, at the time of so doing a Justice of the peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgments.

I further certify that I am acquainted with the hand writing of the said Justice, and verily believe the signature to be his genuine signature.

In Testimony whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this 28 day of May A.D. 1889.

Jas. Bond. Clerk of the

(Official Seal)

Superior Court of Baltimore City.

Bond Filed 25th February 1890.

Know all men by these presents, That we Henry P. Smith and Clara P. Smith of Baltimore City in the State of Maryland are held and firmly bound to the said State of Maryland, in the sum of fifteen hundred dollars (\$1500) 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 and each of our heirs executors and administrators jointly and severally firmly by these presents, sealed with our seals and dated this Twentieth day of February A.D. 1890.

Whereas by a mortgage from Eliza C. Smith and Maria E. Peters dated on the 27th day of May 1889 and duly recorded among the Land Records of Anne Arundel County in Liber S.H. No 35 folio 45 & to the said Henry P. Smith, power is given to the said Henry P. Smith to sell the Mortgaged premises in the event of the default of the said Eliza C. Smith and Maria E. Peters in complying with the terms of said Mortgage. And Whereas there has been a default in the terms of said Mortgage by reason of the failure of said Mortgagors to pay the interest on said Mortgage debt and the taxes on said property and both of said Mortgagors are now dead and the said Henry P. Smith is authorized to execute the power of sale aforesaid which is now his intention to do.

Now the condition of the above obligation is such that if the said Henry P. Smith 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 premises or the proceeds arising from said sale then this obligation to be void otherwise to be and remain in full force and virtue in law.

Witness;

Henry P. Smith (Seal)

Charles F. Weyforth;

Clara P. Smith (Seal)

Henry P. Smith
vs.

In the Circuit Court
For Anne Arundel County

Eliza C. Smith &

No. 1359 Equity

Maria E. Peters, deceased)

Mortgagee's Report of Sale, Filed 28th March 1890.

To the Honorable the Judges of said Court;

The Report of sale of Henry P. Smith respectfully shows;

That by virtue of the power of sale contained in a mortgage from Eliza C. Smith and Maria E. Peters to said Henry P. Smith dated May 27th 1889 and duly recorded among the Land Records of Anne Arundel County in Liber S.H. No. 35 folio 4 & c., heretofore filed in this cause after having filed with the Clerk of this Court a bond with security for the faithful discharge of his trust and after complying with all the prerequisites of law, and after having given notice for more than three successive weeks before the day of sale of the time, place, manner and terms of sale by advertisement inserted in the Anne Arundel Advertiser a Newspaper published in Anne Arundel County, a copy of which notice is hereto annexed as part hereof, he did in pursuance of said notice attend on the premises in Anne Arundel County on Wednesday March 26th 1890 at 3 1/2 o'clock P.M. and then and there proceeded to offer for sale at public auction to the highest bidder the real estate mentioned and described in said mortgage and that he sold the same to John E. Stoll at and for the sum of Twelve Hundred dollars cash, he being then and there the highest bidder, for the same and that being the best price he could obtain for the said property.

And he respectfully asks the Court to ratify and confirm said sale.

All of which is respectfully submitted.

John F. Williams,

Henry P. Smith, Mortgagee

Solr, for Mortgagee;

State of Maryland, Baltimore City, to-wit;

On this 27th day of March 1890 before me a Justice of the Peace of the State of Maryland, in and for Baltimore City, personally appeared Henry P. Smith and made oath in due form of Law that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and belief and that said sale was fairly made.

Jno. D. Lipscomb,

Justice of the Peace.

State of Maryland, Baltimore City, Sct;

I hereby certify that Jno. D. Lipscomb Esquire, before, whom the annexed affidavit was made, and who has thereto subscribed his name, was, at the time of so doing a Justice of the Peace of the State of Maryland, in and for the City of Baltimore duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgements. I further certify that I am acquainted with the handwriting of the said Justice and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this 27th day of March A.D. 1890.

Jas. Bond,

V Clerk of the Superior Court of

(Official Seal)

Baltimore City.

Copy of notice, .

Mortgagee's Sale of Small Farm In The Fifth District of Anne Arundel County.

By virtue of the power of sale contained in a Mortgage from Eliza C. Smith and Maria E. Peters to me, dated May 27th 1889, and duly recorded among the Land Records of Anne Arundel County, in Liber S.H. No. 35 folio 4 &c. I will sell at public auction On The Premises on Wednesday, March, 26th, 1890, at 3 1/2 o'clock P.M. all that tract of land which is fully described in said mortgage containing about Forty Acres of Land, more or less, and situated in the Fifth District of Anne Arundel County on the west side of the County road leading south from Hammond Ferry bridge, and lately occupied by a tenant, by Frederick Haberkorn.

Improved by Small Frame Dwelling and outbuildings,.

About 5 miles from Baltimore City, in good neighborhood; soil adapted to growth of fruit and vegetables.

Terms; Cash. A deposit of \$100, required on the day of sale,

For further particulars apply to . . .

Henry P. Smith, Mortgagee,

27 Hopkins Place, Baltimore

Henry P. Smith

vs.

Eliza C. Smith & Maria E. Peters

(Deceased)

In The Circuit Court

For Anne Arundel County,

For Anne Arundel ,

No. 1359 Equity.

Order Nisi 28th March 1890.

Ordered this 28th day of March 1890, by the Circuit Court for Anne Arundel County, that the report of sale of the Mortgaged real estate mentioned in these proceedings made and reported by Henry P. Smith mortgagee be satisfied and confirmed unless good cause to the contrary be shown on or before the 29th day of April next.

Provided a copy of this order be inserted three weeks for each of three successive weeks in a newspaper published in Anne Arundel County before the 29th day of April next.

The Report states the amount of sale to be \$ 1200.00.

Sprigg Harwood, Clerk.

Certificate of Publication, order nisi, Filed 30 April 1890.

Annapolis Md, April 22nd 1890.

I certify that the annexed order nisi in the case of Smith vs Smith & Peters & was published in the Anne Arundel Advertiser, a weekly newspaper published in the City of Annapolis, once a week for three successive weeks before the 29th day of April 1890. The First Insertion being made the 3rd day of April 1890.

S.R. Brewer. Publisher.

Order 30th April 1890.

Ordered by the Circuit Court for Anne Arundel County this 30th day of April 1890 that the sale made and reported by Henry P. Smith mortgagee as aforesaid be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown although due notice appears to have been given as required by the order nisi passed in said cause and the said mortgagee is allowed the usual commissions and for such proper expenses as he shall produce vouchers for to the auditor.

Oliver Miller.

Mortgaged Real estate

Circuit Court for

Eliza C. Smith &

Anne Arundel County

Maria E. Peters,

No. 1359 Equity.

Auditors Report and Account. Filed 25th October 1890.

To The Hon^l The Judges of said Court.

The Auditor herewith respectfully submits and account distributing the proceeds of sale of the real estate of Maria E. Peters and Eliza C. Smith mortgagors sold and reported by Henry P. Smith mortgagee wherein he has applied the proceeds of said sale to the payment of commissions expenses and costs of suit; to the payment of Mortgagees claim and divided the balance between the two mortgagors allowing the same to their executor under their respective wells which he is advised are of record in the Orphans Court of Baltimore Vity.

Respectfully.

E. C. Gantt, Auditor.

The Mortgaged Real Estate of Eliza C. Smith & Maria E. Peters, in account with Henry P. Smith

| Dr | | Dolls. Cts | Dolls. Cts | | |
|---------|---|------------|------------|----------|----------------------------|
| 16-Nov- | To the Mortgagee for commissions | | 66 00 | 1890 | |
| " | " Mortgagee for expenses | | | Mar. 26- | By Report of sales of Real |
| | " Advertising A.A. Advertiser | 12 00 | | | Estate per Report of |
| | " Auctioneer | 5 00 | 17 00 | | sales filed, \$1200 00 |
| | To Costs of suit viz; | | | | |
| | " S. Harwood Clerk | 10 85 | | | |
| | " Solicitor | 10 00 | | | |
| | " Auditor | 9 00 | 29 85 | | |
| | To Henry P. Smith in payment of his | | | | |
| | Mortgage claim note dated 27 May | | | | |
| | 1890..... | 300 00 | | | |
| | Int from May 27' 1889 to March 1890 | | | | |
| | 10 m..... | 15 00 | 315 00 | | |
| | | | 427 85 | | |
| | To Henry P. Smith Extr of last will and testament | | | | |
| | of Eliza C. Smith decd Mortgagor | | | | |
| | duly recorded in Orphans Court of | | | | |
| | Baltimore City one half of balance | | 386 08 | | |
| | To Henry P. Smith Extr of Maria E. | | | | |
| | Peters decd Mortgagor under last | | | | |
| | will of Maria E. Peters recorded in | | | | |
| | Orphans Court of Balto City, | | | | |
| | One Half..... | | 386 07 | | |
| | | | 1200 00 | | \$1200 00 |

Order 20th April 1891.

Ordered by the Circuit Court for Anne Arundel County this 20th day of April 1891 that the within Report and Account of the Auditor be and the same is hereby finally ratified and confirmed and that the Mortgagee who under the sale of the property distribute the proceeds of sale accordingly with a due proportion of interest as the same has or may be collected.

I. Thomas Jones.

In the Matter of the
Sale of the Mortgaged Real Estate
of Margaret E. Woolford & William
L. Woolford her husband.

No. 2830 Equity.
In the Circuit Court
For
Anne Arundel County.

Original Mortgage. Filed 29th May, 1906.

This Mortgage, made this Twenty first day of November in the Year Nineteen hundred and three between Margaret E. Woolford and William L. Woolford her husband of Anne Arundel County County Maryland, Mortgagors, and The Workmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland, a body corporate under the Laws of said State, Mortgagee.

Whereas, the said Margaret E. Woolford being the holder of seven shares of unredeemed stock of said body corporate an advance of Nine Hundred and Ten Dollars which is the full par value of said Seven shares of stock when fully paid up and completed in the contemplation of the object and purposes of said Association, and in order to secure the full payment and completion of said Seven shares of stock to said body corporate in accordance with its present constitution, said mortgagors have agreed to execute this Mortgage the execution hereof being a condition precedent to said advance being made by said association.

Now Therefore, this Mortgage witnesseth, That in consideration of the premises and the sum of one dollar, the said Margaret E. Woolford and William L. Woolford her husband as aforesaid do hereby grant and convey unto said body corporate, The Workmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland, its successors and assigns, all those two lots or parcels of land situate near Eastport, Anne Arundel County Maryland, known as Lots 5 & 6, of the land of Frank A. Munroe made by E. Lacy Chinn and recorded among said Land Records for said County described as follows.

Beginning for the same at the North Corner or intersection of Adams and Wells Streets and running thence in a Southeasterly direction with the line of Adams Street for a distance of Eighty-one feet six inches to the South line of Lot No. 7 on said plat; thence with said last line in a westerly direction for a distance of One Hundred and Twenty feet to intersect the east line of Lot No. 9 on said plat; thence running with said last line in a Southwesterly direction for a distance of Eighty one feet six inches to intersect the North line of Wells street aforesaid, thence with said line of said street in a Easterly direction for a distance of One Hundred and twenty feet to the corner aforesaid and part of beginning.

Being the same lots or parcels of ground which were conveyed to the said Margaret E. Woolford by Frank A. Munroe and wife by deed dated the Nineteenth day of June Nineteen hundred and three and recorded among the Land Records for Anne Arundel County in Liber C.W. No. 29 folio 359 &c. as by reference thereto will more fully appear.

Together with the buildings and Improvements thereupon, and all the rights, roads, ways waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining,

To Have and To Hold the above described parcel of ground and premises unto and to the use and benefit of The Workmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland, the mortgagee aforesaid; its successors and assigns.

Provided, That if the said mortgagors shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this mortgage shall be void.

And the said Mortgagors respectively for themselves their heirs, executors administrators and assigns covenant with the said mortgagee, its successors and assigns, to pay and perform as

follows viz; to pay to the said mortgagee, its successors and assigns, on the principal sum, the weekly sum of Two Dollars and forty five cents (being thirty five cents on each share) on every Saturday night, in each week, regularly, and promptly, for the period of ten years from the date hereof, or until the aggregate of said weekly payments so made, together with the said shareholder's accredited dividend of the profits of said Association shall exclusive of all losses and liabilities, and fines and penalties imposed, amount to the said advanced sum of Nine Hundred and ten dollars, and to pay as interest on said advanced sum on every Saturday Night, during said period, the further weekly sums of fifteen cents, on each of said shares of stock, (the said weekly interest of fifteen cents ceasing on each share only when the parvalue thereof) (One hundred and thirty dollars) clear of all losses and liabilities, fines, and penalties, shall have been repaid.

To pay all ground rent, taxes and assessments of all kinds for which the hereby mortgaged property now is or may hereafter become liable when payable.

To pay all fines and penalties that may be imposed on the said Margaret E. Woolford by the said Association in accordance with its charter, constitution and by-laws, which are made a part of this Mortgage, for failure to pay each and every of said weekly sums at the time limited, or perform any other obligation required of her hereunder or under said constitution and by laws; and to keep the buildings on said lot of ground insured against loss or damage by fire to at least the amount of Eight hundred dollars, and have the policy of insurance so endorsed or assigned that the same shall enure to the benefit of said mortgagee, its successors or assigns, in the event of loss or damage, to the extent of its or their claim hereunder.

All of which weekly payments shall continue to be made as herein specified and all of which covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said mortgagors and the pro rata dividend of the profits of said Association to which said shares of stock shall be entitled, exclusive of a due proportion of losses and liabilities sustained by said Association during the continuance of this mortgage, and the fines and penalties imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

And it is agreed that until default be made in the premises, the said mortgagors may use and occupy the hereby mortgaged property.

But if default be made in the payment of any of the said weekly sums of money, and continue for the space of three months, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagors, or either of them, then the whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said mortgagee, its successors or assigns, or Frank H. Stockett, its authorized attorney, and solicitor is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof, which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect- and the proceeds of such sale shall be applied, first, to the payment of all expenses of the sale, including the usual attorney's fee, and a fee of forty dollars to the said attorney or solicitor or other party making the sale; in lieu of the commissions usually allowed and premium on bond; secondly, to the payment of all taxes and other public dues charged against said property or debt to the day of sale, then to the

payment of all claims and demands of said mortgagee hereunder, whether then matured or not; and the balance to be paid to the said mortgagors, or whosoever may be entitled to the same Witness the hands and seal of the Mortgagors.

Margaret E. Woolford ((Seal)

Test; Nannie S. Stockett;

William L. Woolford (Seal)

State of Maryland, Anne Arundel County, set;

I Hereby certify that on this Twenty first day of November in the year Nineteen hundred and three before me. a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Margaret E. Woolford and William L. Woolford her husband and each acknowledged the foregoing mortgage to be their act. And t the same time also personally appeared Louis H. Rehn, the president of the Workingmen's Building and loan association of Ann polis, Anne Arundel County, Maryland, mortgagee and made oath in due form of law that the consideration named in said foregoing mortgage is true and bona fide as therein set forth.

Witness my hand and seal notarial.

(Notary's Seal)

Nannie S. Stockett, Notary Public.

Bond Filed May 28th 1906.

Know all Men by these Presents.

That we Frank H. Stockett of Ann polis Maryland, and the United States Fidelity and Guaranty Company, a body corporate, duly authorized by its charter to become sale surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand dollars and cents, lawful money of the United States, 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 twenty second day of May in the year of our Lord one thousand nine hundred and six,

Whereas by deed of Mortgage dated the 21st day of November nineteen hundred and three and left to be recorded among the Land Records of Anne Arundel County on the 21st day of November 1903 a certain Margaret E. Woolford and William L. Woolford her husband did grant, bargain, sell, assign and transfer unto The Workingsens Building & Loan Association of Annapolis Anne Arundel County, Maryland, Mortgagee as therein named its successors and assigns all the property therein described and referred to, for the sues and purposes therein named, mentioned and described-

Noeath condition of The Above Obligation Is Such, That if the above bound Frank H. Stockett do and shall well and faithfully perform the trust reposed in him, in and by the above deed of mortgage mentioned and declared; and also do and shall well and faithfully perform the trust reposed in him by said deed and to abide by and fulfill any order or decree which shall be made in any Court of Equity in relation to the sale of said mortgaged property or the proceeds thereof observe the provisions of the Maryland Code of Public General Laws relating to mortgage foreclosures then the above obligation to be void; otherwise to remain in full force and virtue in law.

Witness the hand and seal of the said Frank H. Stockett and the corporate seal of the said United States Fidelity and Guaranty Company, attested by its President and Secretary

Witness; Essie Johnson,

Frank H. Stockett (Seal)

W.B. Gardiner Jr;
Attest;

The United States Fidelity and Guaranty
Company

Per Julian Brewer and

Frank H. Stockett attorneys by authority of
Attorney duly recorded in the Circuit
Court for Anne Arundel County, Maryland.

(Corporate Seal)

In the Matter of the sale of the
Mortgaged Real Estate of
Margaret E. Woolford &
William L. Woolford her husband.

Circuit Court
For Anne Arundel County,
No. 2830 Equity.

Report of Sale Filed 29th June 1906.

To the Honorable the Judges;

The Report of Frank H. Stockett, attorney named in the mortgage filed in these proceedings and acting as trustee, respectfully shows, That under and by virtue of the powers contained in said mortgage the same having been forfeited by reason of failure on behalf of the mortgagers to keep the covenants therein, the said Frank H. Stockett, as attorney, named therein after having given bond with security for the faithful discharge of the duties and trust by said mortgage conferred and complying with the provisions of the law in respect to such proceedings gave notice of the time, place, manner and terms of sale of the mortgaged premises, for more than twenty days by advertisement in "The Advertiser" and Evening Capital" two newspapers published in Anne Arundel County as well as by hand bills set up at the Court House Door in the City of Annapolis and circulated in the County in accordance with said notice, attended at the Court House Door in said City on Thursday the 28th day of June Nineteen hundred and six at Eleven o'clock A.M. and then and there offered the public sale the said mortgaged premises as described in the said advertisements consisting of all those two lots of ground situate at the corner of Adams and Wells Streets in the addition to Eastport fronting on Adams Street eighty one feet six inches with a depth of one hundred and twenty feet and improved by a two story frame dwelling and sold the same to The Workingmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland it being the highest bidder therefor at and for the sum of Eleven Hundred and Fifteen dollars, the purchaser being the mortgagee.

All of which is respectfully submitted.

Frank H. Stockett, Attorney

named in the Mortgage.

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 29th day of June 1906, before the subscriber Deputy Clerk of the Circuit Court for Anne Arundel County, State of Maryland, personally appeared the above named Frank H. Stockett, attorney named in the mortgage in these proceedings and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief and that the sale therein reported are fairly made

W.N. Woodward.

Deputy Clerk

Order Nisi 29th June 1906,
Circuit Court for Anne Arundel County sitting in Equity;

Ordered this 29th day of June 1906, that the sale made and reported by Frank H. Stockett, attorney named in the mortgage of the mortgaged real estate of Margaret E. Woolford, William L. Woolford her husband, be and the same be ratified and confirmed unless cause to the contrary thereof be shown on or behalf the 30th day of July next, provided a copy of this order inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the said 30th day of July next.

The Report states the property sold for \$1115.00

Geo. Wells Clerk.

Certificate Pub. Filed 9th August.

Annapolis, Md., Aug, 8, 1906.

I hereby certify that the Annexed Order Nisi in the Matter of the sale of the Real Estate of Margaret E. Woolford & Husband was published in The Advertiser, a newspaper published in the City of Annapolis, once a week for three successive weeks before the 30th day of July 1906. The first insertion being made the 5th day of July 1906.

W. Meade Holladay, Publisher.

Order 14th August 1906.

Circuit Court for Anne Arundel County-

Ordered this 11th day of August 1906, that the sale within reported be and the same is hereby finally ratified and confirmed no cause to the contrary thereof having been shown although notice appears to have been given as directed by the preceding order.

The Trustee will be allowed his expenses upon the production of the proper vouchers to the Auditor to whom this case is forthwith referred.

I. Thomas Jones.

Statement of Mortgage Claim. Filed 15th Augt. 1906.

Statement of Account of Margaret E. Woolford with The Workingmens Building & Loan Association of Annapolis. A. A. Co., Maryland.

| | |
|---|-----------------|
| 1903. Nov. 25 Amount advanced (7) shares) | \$910.00 |
| 1906. June 30- " repaid | <hr/> |
| " " " " not repaid | \$910.00 |
| " " " " due for interest | \$ 58.30 |
| " " " " fines | 39.55 |
| | <hr/> \$1007.85 |
| Total amount due | <hr/> 6, 30 |
| Aug. interest to date | \$ 10141.15 |

The above is taken from the books of the association and embraces as credits all payments to June 30, 1906,

F. J. Quinn, Secretary.

Hand Bill and Auctioneer Certificate Filed 29th June 1906.

Julian Brewer, Auctioneer).

Public Sale of Lot and Dwelling Near Eastport, in the
the Second District of Anne Arundel County Maryland.

Under a power contained in a mortgage from Margaret E. Woolford and William L. Woolford her husband, dated the 21st day of November, 1903, and recorded in Liber F.W. No. 31 folio 177, etc, one of the Land Records for Anne Arundel County, the undersigned, as the Attorney named in said Mortgage, will offer at public sale at the Court House door in the City of Annapolis, Md., on Thursday June 28th, 06, At Eleven O'clock, A.M.

the property in said mortgage mentioned, consisting of all those two lots of ground situate at the corner of Adams and Wells Streets, fronting on Adams Street, eighty one feet, six inches, with a depth of one hundred and twenty feet, now in the possession of the mortgagor. The property is improved by a new Two Story Frame Dwelling. The Terms of Sale Are; One half of the purchase money to be paid in cash on the day of sale or on the Ratification thereof by the Court, and the balance in six months from the day of sale; the deferred payment to bear interest, and to be secured to the satisfaction of the undersigned; or all cash at the option of the purchaser.

Persons desiring to purchase will inquire of Frank H. Stockett.

Attorney named in Mortgage.

Annapolis, Md., June 28th, 1906.

I hereby certify that on the 28th day of June 1906, I offered at public Sale the property described on the other side of this bill, at the Court House door at Annapolis, and that the Workingmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland being the highest bidders at the sum of Eleven Hundred and fifteen dollars, were declared the purchasers at the said sum of \$1,115.00

Julian Brewer, Auctioneer.

In the Case of The Mortgaged
Real Estate of Margaret E. &
Wm. L. Woolford

In The Circuit Court
for
Anne Arundel County.

Auditor's Report and Account, Filed 15th Augt 1906.

To the Honorable the Judges of said Court.

The Auditor, Reports, to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within account.

All of which is respectfully submitted.

James W. Owens, Auditor.

Dr. The Mortgaged Real Estate of Margaret E. & Wm. L. Woolford in ac with Frank H. Stockett Truste. Cr.

1906

1906

June 28

June 27

| | | | | | |
|--|------------|----------|-----------|---------------------------|----------|
| To the Atty for Commissions as provided | | | | By Proceeds of sale of | |
| " In the mortgage. | | | | Real Estate as per report | \$1115 0 |
| " To the Atty for expenses viz; | | | \$ 40 00 | | |
| " " Advertising A.A. Advertiser. | \$ 15 00 | | | | |
| " " do Evening Capital | 12 00 | | | | |
| " " Auctioneer, Julian Brewer | 10 00 | | | | |
| " " Insurance premium | 7 50 | | | | |
| " " Premium on Bond | 10 00 | \$ 54 50 | | | |
| " " To the Atty for Court Costs viz; | | | | | |
| " " Solicitor | \$ 10 00 | | | | |
| " " Clerk Circuit Court | 8 45 | | | | |
| " " Auditor | 4 50 | 22 95 | | | |
| " " The Atty for taxes, viz; | | | | | |
| " " State & County for 1905 | | 16 79 | | | |
| " " The W.B. L Assn Mortgagee in part payment of Mortgage debt | | | \$ 980 76 | | |
| | | | \$1115 00 | | \$1115 0 |
| Amount of Mtge claim | \$ 1014 15 | | | | |
| do allowed supra | 980 76 | | | | |
| Balance due | \$ 33 39 | | | | |

We agreed to an immediate ratification of this Account.

Aug. 23rd, 1906.

Frank H. Stockett,
Sol W.B.L. Association
Daniel R. Randall Sol for
Woolfords, Mortgagors.

In the Matter of the Mortgaged
Real Estate of Margaret E.
Woolford and Husband,

In The Circuit Court
For Anne Arundel County,
No. 2830 Equity.

January 31st Order Ratifying Auditor's Report and Account.

Ordered by the Circuit Court this day 31st of January 1907, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown and that the attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Jas, Revell

William T. Gaylor and
Moses H. Herbert

Vs.

Blanche Ray and

In The Circuit Court
For

Anne Arundel County,

No. 2793 Equity,

Harry S. Ray her husband,
Inia Boyer, Burton H. Boyer,
Benjamin F. Boyer, Margaret V. Boyer, widow,
Norman E. Boyer infant
Carrie Boyer- Infant
Edwin L. Boyer- Infant
Lula Boyer -Infant, &
John S. Boyer- Infant

Bill of Complaint , Filed 29th Jany. 1906.

To The Honorable the Judges of the said Court;

Your Orators who sue as well for themselves as for all other creditors of Benjamin F. Boyer late of Anne Arundel County, deceased, who, will come in and contribute to the expenses of this suit complaining say;

First; That the said Benjamin F. Boyer was in his lifetime indebted unto your orator, Moses H. Herbert, in the full and just sum of Fifty two dollars and forty eight cents for sundry matters and things properly chargeable in account as will fully appear by reference to his open account herewith filed as a part hereof marked "Exhibit A." and the estate of the said Benjamin F. Boyer is indebted unto your Orator. William T. Gaylor, in the full and just sum of Ninety dollars for moner laid out and expended by him for funeral expenses of said deceased as will more fully appear by reference to his account herewith filed as a part hereof marked "Exhibit B".

Second. That the said Benjamin F. Boyer on the 11th day of September in the year nineteen hundred and five departed this life in said County intestate, leaving real estate of small value, but not personal property;

Third; That the said Benjamin F. Boyer, left surviving him a widow Maryland, V. Boyer of the full age of twenty one years , who resides in said County; and the following children, who are his heirs at law; viz;

- (a) Blanche Ray who intermarried with Harry S. Ray both of whom are of full age of twenty one years and reside in said county.
- (b) Inia Boyer who is of the full age of twenty one years and reside in said County.
- (c) Burton H. Boyer who is of the full age of twenty one years and resides in the city of Washington in the District of Columbia.
- (d) Benjamin F. Boyer who is of the full age of twenty one years and resides in York in the State of Pennsylvania.
- (e) Norman E. Boyer, Carrie Boyer, Edwin L. Boyer, Lula Boyer and John S. Boyer all infants under the age of twenty one years and reside in said County.

Fourth; That your orators are advised that as there is no personal property with which to pay all of the just debts and funeral expenses of the said Benjamin F. Boyer deceased your Orators and his other creditors are entitled to have their claims paid out of the Real Estate of said deceased.

To the end therefore.

(1) That the real estate of the Benjamin F. Boyer, deceased, or so much thereof as may be necessary for the purpose may be sold for the payment of the claims of your orators and other creditors of the said deceased.

(2) That your orators may have such other and further relief as their case may require.

May it please your Honors to grant unto your orators the writ of subpoena directed to the said Blanche Ray and Harry S. Ray, her husband, Inia Boyer, and Maryland V. Boyer, all adult and to the said Norman E. Boyer, Carrie Boyer, Edwin L. Boyer, Lula Boyer and John S. Boyer, all infants, residing in said Anne Arundel County in the State of Maryland, commanding them and each of them to appear in this Court on some certain day to be named therein; and answer the premises and abide by and perform such decree as may be passed therein. And as in duty bound etc.

Jas. R. Brashears,

Solicitor for Complainants.

Exhibit "B" Filed with Bill of Complaint.

Claim of Wm. G. Gaylor for \$90.00, Received Payment,

(Cost of Funeral)

vs. Maryland V. Boyer et al.

Subpoena issued as prayed and returned summoned. Endorsed by the Sheriff, Summoned.

Joshua Linthicum, Sheriff.

William T. Gaylor et al,

No. 2793 Equity.

vs.

In the Circuit Court for

Blanche Ray et al,

Anne Arundel County.

Answer of Maryland F. Boyer, Filed 5th Feby 1906.

To the Honorable the Judges of the said Court;

The answer of Maryland V. Boyer one of the defendants in the above entitled case.

This respondent respectfully represents;

That she is the widow of the said Benjamin F. Boyer, that she admits all the allegations of the Bill of Complaint filed in this case to be true; and that she hereby consents to the sale of the land mentioned in said bill and will accept in lieu of her dower interest, such portion of the net proceeds of sale as may be just and equitable.

And As in duty bound etc.

Witness; Wm. Martin Brady,

Mary V. Boyer

State of Maryland, Anne Arundel County to-wit;

I hereby certify that on this 5th day of February 1906, before me the subscriber a deputy clerk of the Circuit Court for Anne Arundel County personally appeared the above named Mrs. Maryland V. Boyer and made oath in due form of Law that the matter and things alleged in her foregoing answer are true to the best of her knowledge and belief;

Wm. Martin Brady, Deputy Clerk of the

Circuit Court for Anne Arundel County.

William T.Gaylor and
Moses H.Herbert

In the Circuit Court for
Anne Arundel County

vs.

In Equity.

Blanche Ray and others,

No. 2793.

Answer of Blanche Boyer, Harry S. Boyer, Inia Boyer, Burton H.Boyer
and Benjamin F.Boyer, Filed 21st day of Feb'y 1906.

To the Honorable the Judges of said Court;

The Answer of Blanche Ray, Harry S.Ray, Inia Boyer, Burton H.Boyer & Benjamin F.Boyer, to
the Bill of Complaint of William T.Gaylor and Moses H.Hubert against them and others in this
Court exhibited.

These respondents answering said Bill of Complaint say;

That they admit the matters and things stated therein to be true, and consent to a sale of
the real estate of which the late Benjamin F.Boyer died seized and possessed;

And as in duty bound etc;

Wm.L.Hawkins

Blanche Ray.

Edward F.Riggs.

Harry S.Ray

Witness as to B.F.B.

Inia Boyer

Edward G. Myer

Burton H.Boyer

Benjamin F.Boyer, Jr.,

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 8th day of February in the year nineteen hundred and six, before
me the subscriber a Justice of the Peace of the State of Maryland, in and for Anne Arundel
County, aforesaid , personally appeared the within named Blanche Ray and Harry S.Ray, her
husband, and Inia Boyer and made oath in due form of law that the matters and things stated
in their foregoing answer to be true to the best of their knowledge and belief.

Wm.L.Hawkins,Justice of the Peace.

District of Columbia, Washington City, to-wit;

I hereby certify that on this 15th day of February in the year nineteen hundred and six, be-
fore me, the subscriber a Notary Public of the State of Maryland, in and for the City of
Washington, aforesaid, personally appeared the within named Burton H.Boyer, and made oath in
due form of law that the matters and things stated in the foregoing answer to be true as is
therein stated, to the best of his knowledge and belief.

Witness my hand and seal notarial.

(Notary's Seal)

Edward F.Riggs,

Notary Public.

State of Pennsylvania, York County, to-wit;

I hereby certify that on this 17th day of February, in the year nineteen hundred and six,
before me the subscriber a Notary Public of the State of Pennsylvania in and for the County
of York, aforesaid, personally appeared the within named Benjamin F.Boyer, and made oath in due
form of law that the matters and things stated in the foregoing answer to be true as therein
stated, to the best of his knowledge and belief.

Witness my hand and Seal Notarial. (Notary's Seal)

Edward G.Myerly,

Notary Public.

(S ee Bill of Complaint on page 237)

William T. Gaylor et al

vs.

Blanche Ray et al

In The Circuit Court

For Anne Arundel County

No 2793 Equity.

Petition for appointment of guardian ad litem

Filed 21st Feby 1906.

To the Honorable the Judges of the said Court.

The petition of the plaintiffs in the above cause.

Your petitioners respectfully represent that the said Norman E. Boyer, Edwin L. Boyer, Lulu Boyer and John S. Boyer, defendants in this cause, having been duly returned summoned but being infants they cannot answer and defend this suit for themselves;

Your petitioners therefore pray your Honors to appoint a guardian ad litem to appear and answer for the said infants.

And as in duty etc;

Jas. R. Brashears, Solicitors for Petitioners.

Order 21st February, 1906.

Ordered, this 21st of February 1906, by the Circuit Court for Anne Arundel County, upon the foregoing petition, that J. Roland Brady be, and is hereby appointed guardian ad litem to appear and answer for Norman E. Boyer, Carrie Boyer, Edwin L. Boyer Lulu Boyer and John S. Boyer, infant defendants in the above cause.

Jas. Revell,

William T. Gaylor et al.

vs.

Blanche Ray et al,

In the Circuit Court

For Anne Arundel County,

No. 2793 Equity.

Answer of Infant Defendants by Guardian ad Litem.

Filed 21st Feby 1906.

To the Honorable the Judges of said Court;

The Joint and several answer of Norman E. Boyer, Carrie Boyer, Edwin L. Boyer, Lulu Boyer and John S. Boyer infants, by J. Toland Brady, guardian ad litem, duly appointed by order of this Court, to the bill of Complaint of William T. Gaylor and Moses H. Herbert against them and others in this Court Exhibited.

These defendants, being infants, cannot admit any of the matters and things in said bill alleged and submit their rights thereunder to the protection of this Court.

And as in duty bound etc.

J. Roland Brady, Guardian ad litem

for Infant Defendants.

William T. Gaylor et al

vs

Blanche Ray et al,

No 2793 Equity

In the Circuit Court for

Anne Arundel County.

General Replication Filed 21st Feby 1906.

The Plaintiffs join issue on the matters alleged in the answers of defendants in this cause so far as the same may be taken to deny or avoid the allegations of the bill

Jas. R. Brashears.

Solicitor for Plaintiffs.

William T. Gaylor and

Moses H. Herbert

vs.

Blanche H. Ray and others.

In The Circuit Court

For Anne Arundel County

No 2793 Equity

Petition for Leave to Take Testimony, Filed 21st FebY 1906.

To the Honorable the Judges of said Court.

The Petition of the Plaintiffs in this case.

Your petitioners respectfully represent that this case is at issue and that they desire to take testimony and pray that leave be granted them to do so before one of the standing examiners of this Court.

And as in duty etc.

Jas. R. Brashears,

Solicitor for Petitioners.

Order 21st February 1906,

Ordered, this 21st day of February, 1906 by the Circuit Court for Anne Arundel County that leave be granted to the parties to this cause to take testimony, as prayed, before any one of the standing examiners of this Court, upon giving the adversed size three days notice.

Jas. Revell.

William T. Gaylor and

Moses H. Herbert

vs.

Blanche Ray and others,

In the Circuit Court

For Anne Arundel County,

No. 2793 Equity.

Testimony Filed 8th March 1906.

Plaintiffs' Interrogatories.

1. State your name, residence and occupation.
2. Are you acquainted with the parties to this suit or any, and which of them?
3. Did you know the late Benjamin F. Boyer in his lifetime? Is he living or dead; if dead, when and where did he die, and did he leave any last will and testament? Was he married, and if yea to whom; and is his widow living or dead, and if living where? What children and descendants did he leave, and what are their several names ages and residences?
4. Was the said Benjamin F. Boyer seized and possessed of any real estate at the time of his death? If yea, state its quantity, quality, situation and value.
5. Did he leave any personal property, if yea, was it of sufficient value to pay his debts?
6. Was he indebted at the time of his death? If yea, to whom?
- 7 Will it be necessary to sell his real estate in order to pay his debts?

Jas. R. Brashears,

Sol for Plaintiffs.

Thursday March 8th 1906,

James R. Brashears,

Sol. for Plaintiffs,

J. Roland Brady, Guardian ad Litem for Infant Defendants.

Pursuant to an order passed on the 21st day of February 1906, the within testimony day of February 1906, the within testimony was taken before the Examiner at the office of James R. Brashears, Esq; at 10.30 A.M. in the City of Annapolis at his office Three days notice having been given to the Defendants.

William T. Gay; or a witness of lawful age being first duly sworn deposes and says,

1st A. My name is William T. Gaylor, I am a Farmer I reside in the Fourth Election District of Anne Arundel County.

2.A. Yes, I am acquainted with the parties to this suit, I am uncle by marriage, my wife was B. F. Boyers sister.

3.A. Yes I knew the late Benjamin F. Boyer in his lifetime, He is dead, died 11th Sept, 1905, In Anne Arundel County, he left no will he was married and left a widow Mary V. Boyer surviving him who resides in this County she is of full age and the following children who are his heirs at law.

Blanche Ray who intermarried with Harry S. Ray both of whom are of full age of twenty one years and reside in said Anne Arundel County, Inia Boyer who is of the full age of twenty one years and resides in said County, Burton H. Boyer who is of full age of twenty one years and resides in the City of Washington in the District of Columbia. Benjamin F. Boyer who is of the full age of twenty one years and resides in York in the State of Pennsylvania. Norman E. Boyer, Carrie Boyer, Edwin L. Boyer. Lulu Boyer and John S. Boyer all infants under the age of twenty one years and reside in said County.

I believe the widow is between thirty and thirty five years old.

Benjamin F. Boyer died and possessed of 27 $\frac{3}{4}$ acres of land in the Fourth Election District being his part of the land which he inherited from his father. The property is correctly described in Exhibit No. I. filed with the Examiner. I think the property is worth about twenty dollars an acre. No improvements on the property.

54. He left no personal property I would not give thirty dollars for all the furniture he had in his house and part of that belonged to his children and wife.

6 A. After his death I paid his funeral expenses which was \$90.00 I understand he is indebted to H. Herbert \$52.48 also indebted to the Doctor and also taxes on the property.

7A. It will be necessary to sell his real estate to pay his debts, they are all anxious to have it sold.

To the general question under the rule the witness says.

W. T. Gaylor.

John W. Ray a witness of lawful age being first duly sworn deposes and says;

1st.A. My name is John W. Ray, I am a farmer I reside in the Fourth Election District of Anne Arundel County.

2.A. Yes I am acquainted with them all my son married his daughter.

3 A. Mr. John W, Ray adopts the answer of Mr. Gaylor as being correctly stated.

4.A. He owned 27 $\frac{3}{4}$ acres in Fourth Election District of A.A. County, correctly stated in the deed filed. Value about \$20.00 an acre.

5 a. No personal property.

6 A. He owns exactly what Mr. Gaylor said in his testimony.

7 A. It will be necessary to sell his real estate to be his debts.

To the general question under the rule the witness says No.

J. W. Ray.

There being no further time being desired and no other witness this testimony is now closed and returned to this honorable Court.

Jerry L. Smith (Seal)
Examiner.

Exhibit No.1 Filed with the examiner.

This Deed made this Ninth day of January in the year Eighteen hundred and eighty nine between Leonard M. Boyer and Martha A. Boyer his wife Charles W. Boyer and Alice E. Boyer his wife of Anne Arundel County in the State of Maryland, of the first part and Benjamin F. Boyer of the said County and State of the other part.

Witnesseth that for and in consideration of the sum of one dollar and hand paid at and before the sealing and delivery of these presents the said parties of the first part do hereby give grant, bargain and sell release, convey and confirm unto the said Benjamin F. Boyer his heirs and assigns forever in fee simple all their right, title, claim and interest both at law and in equity in and to a certain piece or parcel of land lying in the County and State aforesaid being part of Hammond's Continuance Something Or Other" and " Young Chance".

Beginning for the same for the same at a stone, planted on the West side of Stony Run a bounding of George Shipley's land and running North thirty four and a half degrees West one hundred and four perches thence South Twenty seven and a half degrees West fifty three and one quarter perches to a stone thence South forty degrees East Ninety four and three fifths perches thence North Thirty four and three quarter degrees East forty and a half perches to the beginning, Containing twenty seven and three quarter acres of land more or less.

To Have and To Hold the said piece or parcel of land together with the appurtenances thereof to belonging or in any wise appertaining to the only proper use from the said Benjamin F. Boyer his heirs and assigns as aforesaid.

And the said parties party of the first part do hereby covenant that they will warrant specially the property conveyed-

Witness the hands and seals of the grantors on the day and year first above written.

| | | |
|---------------------|-----------------|--------|
| Test; . M | L.M. Boyer | (Seal) |
| Jno. T. Clark; J.P. | Martha A. Boyer | (Seal) |
| | Alice E. Boyer | (Seal) |

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 9th day of January in the year eighteen hundred and eighty nine before me the subscriber a Justice of the Peace in and for the State and County aforesaid personally appeared Leonard M. Boyer, and Martha A. Boyer his wife and Charles W. Boyer and Alice E. Boyer his wife and they did each acknowledged the foregoing deed to be their act

Jno. T. Clarke, J.P.

William T. Gaylor and Moses H. Herbert,

vs

Blanche Ray and others.

In The Circuit Court

For Anne Arundel County,

No, 2793 Equity.

Agreement for Decree and Final Decree for sale 25th May 1906.

This Cause standing ready for hearing and being submitted and the the proceeds read and considered; it is thereupon this 25th day of May, in the year Nineteen hundred and six, by the Circuit Court for Anne Arundel County, InEquity, adjudged, ordered and decreed that the real estate of Benjamin F. Boyer, deceased in the proceedings mentioned, or so much thereof as may be necessary for the payment of his debts, be sold; that James R. Brashears be, and he is hereby appointed trustee to make said sale, and 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, or the Clerk

thereof, in the penalty of One Thousand Dollars (\$1000) 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 said sale, having at least three weeks notice by advertisement, inserted in some newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which terms shall be one half cash, and one half in six months, or all cash at the option of the purchaser, the credit portion to bear interest and to be secured to the satisfaction of the trustee, 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 his 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 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, plaintiff 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 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.

And at the same time of advertising said sale the trustee is directed to give notice to the creditors of the said Benjamin F. Boyer, deceased, to file their claims, with the vouchers thereof, with the Clerk of this Court within sixty days from the advertised day of sale.

I. Thomas Jones.

We hereby agree to the passage of the foregoing decree for the sale of the real estate of Benjamin F. Boyer, deceased.

Witness;

Blanche Ray,

Harry S. Ray,

Burton H. Boyer,

Benjamin F. Boyer,

Inia Boyer

Mary V. Boyer

J. Roland Brady, Guardian ad litem

for Norman E. Boyer, Carrie Boyer,

Edwin S. Boyer, Lula Boyer and

John S. Boyer.

Jas. R. Brashears, Sol for Plaintiffs.

May 22- 1906.

Bond Filed 31st May 1906,

KNOW ALL MEN BY THESE PRESENTS.

That we, James R. Brashears, Matilda McC. Brashears and William H. Rullmanall of Anne Arundel County and State of Maryland are held and firmly bound unto the said State of Maryland in the full and just sum of One Thousand Dollars (\$1000.) current money, to be paid to the

said State of Maryland, or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally by these presents, sealed with our seals and dated this 20th day of May, in the year nineteen hundred and six.

Whereas the above, James R. Brashears, by virtue of a decree of the Circuit Court for Anne Arundel County passed in a cause wherein William T. Gaylor and others are plaintiffs and Blanche Ray and others are defendants No. 2793 Equity, has been appointed Trustee to sell the property mentioned in the said proceedings.

Now the condition of the above obligation is such that if the abovesaid James R. Brashears, do and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any future decree or order in the premises, then the above obligations shall be void, otherwise to be and remain in full force and virtue in law.

Witness;

A. McCullough as to
all three.

Jas. R. Brashears (Seal)

Matilda McC. Brashears (Seal)

W. H. Rullman (seal)

William T. Gaylor et al

vs.

Blanche Ray et al.

No. 2793 Equity.

In the Circuit Court for

Anne Arundel County.

Report of Sale, Filed 27th June 1906.

To the Hon. The Judges of the Circuit Court for Anne Arundel County.

The Report of James R. Brashears, Trustee appointed by a decree of this Court in the above entitled cause dated on the 25th day of May 1906, to make sale of the real estate mentioned in said proceedings, respectfully shows.

That after giving bond with security for the faithful performance of his trust and after having complied with all the other prerequisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Anne Arundel County Advertiser a newspaper published in Anne Arundel County for at least three successive weeks before the day of sale and also by handbills extensively circulated in said county, he did pursuant to said notice, attend at the Store of Mr. Moses H. Herbert, Severn Station, on the B. & P. R.R. in the Fourth Election District of said County, on Monday June 25th 1906, at eleven o'clock A.M. and then and there proceeded to sell said property in manner following, that is to say;

Your Trustee offered at public sale to the highest bidder all of the property mentioned in said proceedings it being twenty-seven and three quarters acres of unimproved land situate in said district near said station and is particularly described in a deed from Leonard M. Boyer and Charles W. Boyer to Benjamin F. Boyer dated on the 9th day of January 1899, and recorded among the Land Records of said County in Liber G.W. No 48 folio 86 &c., and he sold the same to James F. Franklin and James N. Simms, as tenants in common, at and for the sum of Eight Hundred and fifty two dollars and fifty cents (\$ 852.50) they being at that sum the highest bidders for the same. The Terms of sale being cash, upon the final ratification by this Court. Respectfully submitted.

Jas. R. Brashears,
Trustee.

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 27th day of June, in the year Nineteen hundred and six, before me, the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared the within named James R. Brashears, Trustee, and made oath in due form of Law that the matters and things stated in the foregoing report of sale are true to the best of his knowledge and belief; and that the sale therein reported was fairly made;

Wm. N. Woodward, Deputy Clerk of the
Circuit Court for Anne Arundel County.

Order Nisi, 27th day June 1906.

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 27th day of June in the year nineteen hundred and six, that the sale of the property mentioned in these proceedings made and reported by James R. Brashears, Trustee appointed by a decree of this Court to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 27th day of July next; provided a copy of this order be inserted and published in some newspaper published in Anne Arundel County once in three successive weeks before the said 27th day July next;

The Report states the amount of sale to be \$ 852. 50.

Geo. Wells, Clerk of the Circuit Court
for Anne Arundel County.

Certificate of Pub. Order Nisi, Filed 27th July 1906.

Annapolis Md., July 26, 1906.

I hereby certify that the annexed Order Nisi in the Matter of W. T. Gaylor et al vs. Blanche Ray et al was published in The Advertiser, a newspaper published in the City of Annapolis once a week for 3 successive weeks before the 27th day of July 1906, The First insertion being made the 5th day of July 1906.

Wm. Meade Holladay, Publisher.

Order 28th July 1906.

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 28th day of July 1906, that the sale made, and reported by James R. Brashears, Trustee, aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the order nisi passed in said cause; and the trustee is allowed the usual commissions, and such proper expenses as he may produce vouchers for to the Auditor.

I. Thomas Jones.

In the case of Wm. H. Gaylor et al.

In The Circuit Court

vs.

For Anne Arundel County

Blanche Ray et al,

No. 2793 Equity.

Auditors Report And Account, Filed 3rd August 1906.

To the Honorable, the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause and from them has stated the within account

All of which is respectfully submitted.

James W. Owens, Auditor.

Dr. 1906. The undivided real estate of Benjamin F. Boyer in ac. with Jas. R. Brashears, Trustee. Dr. 1906

| | | 1906 | | 1906 | |
|---------|--|-------|----|--------|--------|
| June 25 | To Trustees for commissions | | | 52 | 60 |
| " " | " " " for his expenses, viz; | | | | |
| " " | " Advertiser, A.A. Advertiser | \$ 27 | 00 | | |
| " " | " Auctioneer, W.E. Cecil | 10 | 00 | \$ 37 | 00 |
| " " | " Trustee for Court Costs, viz; | | | | |
| " " | " Solicitor | 10 | 00 | | |
| " " | " Clerk of Court | 18 | 15 | | |
| " " | " Examiner | 4 | 00 | | |
| " " | Sheriff | 4 | 05 | | |
| " " | " Examiner | 4 | 00 | | |
| " " | " Guardian ad litem | 4 | 00 | | |
| " " | " Auditor | 9 | 00 | \$ 49 | 10 |
| " " | " Trustees for taxes viz; | | | | |
| " " | " State & County for 1904 | 7 | 79 | | |
| " " | " " " " " 1905 | 5 | 77 | 13 | 56 |
| " " | " Maryland V, Boyer widow for her dower age 25 to 35 2/15 | | | \$ 94 | 16 |
| " " | " Jas. R. Brashears fee order of Court | | | 25 | 00 |
| " " | " To Creditors for claims filed viz; | | | | |
| " " | Wm. T. Gaylor | | | 90 | 00 |
| " " | Moses H. Herbert | | | 52 | 45 |
| " " | Dr. R.A. Hammond | | | 58 | 00 |
| " " | " The Children and heirs at law of B. F. Boyer as follows; | | | | |
| " " | " Blanche Ray daughter | 42 | 24 | 42 | 24 |
| " " | " Inia Boyer " | | | | |
| " " | " Carrie Boyer " | | | 42 | 24 |
| " " | " Lulu Boyer " | | | 42 | 24 |
| " " | Burton H. Boyer Son, | | | 42 | 24 |
| " " | " Norman E. Boyer " | | | 42 | 24 |
| " " | " Benjamin F. Boyer " | | | 42 | 23 |
| " " | " Edwin L. Boyer " | | | 42 | 23 |
| " " | " John S. Boyer " | | | 42 | 23 |
| | | | | \$ 852 | 00 |
| | | | | | \$ 852 |

Wm. T. Gaylor et al,

In The Circuit Court

versus.

For Anne Arundel County

Blanche Ray et al,

No. 2793 Equity.

Order Nisi 3rd August 1906.

Ordered, this 3rd day of August 1906, That the Report and Account of the Auditor filed this day in the above entitled cause, be Ratified and Confirmed, unless cause to the contrary be shown on or before the 3rd day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of September next.

Geo. Wells Clerk.

Certificate of Pub. order nisi filed 1st Sept, 1906.

Annapolis, Md., Sept 1st 1906.

I certify that the annexed Order Nisi in the matter of Wm. T. Gaylor et al vs, Blanche Ray et al was published in "The Advertiser", a newspaper published in the City of Annapolis, once a week for four successive weeks before the 3rd day of September 1906, The First insertion being made the 9th day of August 1906.

Wm. M. Holladay, Publisher.

Order, Ratifying Auditor's Report And Account. 4th September.

In the Circuit Court for Anne Arundel County.

Ordered by the Court, this fourth day of September 1906, that the foregoing 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 appears to have been given by the publication of the ^{annexed} Order Nisi and That the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

I. Thomas Jones.

Seth Hance Linthicum Assignee,

In The Circuit Court

vs.

For Anne Arundel County

John Bein and Annie C. Hein, his wife.

No. 2780 Equity.

Original Mortgage, Filed 21st Dec. 1905.

This Mortgage, Made this eighteenth day of October in the year One thousand eight hundred and ninety two by John Hein and Annie C. Hein his wife both of Fairfield Anne Arundel County, in the State of Maryland.

Whereas John Hein aforesaid is indebted unto Annie L. Crisp in the full and just sum of six hundred dollars and has passed to her his promissory note given date herewith payable five years after date also his five promissory notes also given herewith said last named notes being interest notes upon said principal sum, and whereas it is desired to secure the payment of said principal note and the said interest notes when and as they become due and payable.

Now therefore this mortgage witnesseth that in consideration of the premises and the sum of one dollar the said John Hein and Annie C. Hein, his wife do hereby grant and convey unto said Annie L. Crisp his heirs and assigns in fee simple .

All those pieces or parcels of ground and premises located in the Fifth Election District of Anne Arundel County, State aforesaid and laid out in a plat of Fairfield duly recorded among the Land Records of said County in Liber, S.H. No. 39 fol 239 &c., as lots Nos. (461) (462) (463) (464) in section No. 18, and being more particularly described as follows;

Beginning for the same at the South East corner of Third Ave, and Sixth Street and running thence southerly along the east side of Sixth Street one hundred and twenty feet, thence westerly and parallel with Third Ave, one hundred and fifty feet to a twenty foot alley, thence northerly along the west side of said alley one hundred and twenty feet to Third Ave, and thence westerly to the place of beginning, Being the same lots that were conveyed to said John Hein by the Fairfield Improvement Company and heretofore recorded in A.A.Co. See Liber S.H. No. 41 fol., 488 &c.

Together with the buildings and improvements thereupon; 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 Annie L. Crisp her heirs and assigns

Provided that if the said John Hein or Annie C, Hein his wife or their heirs, personal representatives or assigns, shall pay or cause to be paid the aforesaid principal note and interest notes when and as they shall become due and payable, and shall perform all the covenants herein on his or 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 John Hein shall possess the aforesaid property, upon paying in the meantime, all taxes and assessments, public debts and charges of every kind levied or assessed, or to be levied or assessed on said hereby mortgaged property, and on the mortgage debt and interest hereby intended to be secured;

which taxes, assessments, public dues charges mortgage debt and interest, the said.

John Hein for himself his 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 one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage debt shall be deemed due and demandable; and it shall be lawful for the said mortgage, then the mortgage debt shall be deemed due and demandable; and it shall be lawful for the said Annie L. Crisp her person-

al representatives and assigns, or W. Burton Crisp their Attorney or Agent, At Any time After such default to sell the property hereby mortgaged, or si 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 Anne Arundel County, and such other notice as by the said 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 commission to the party making sale of said property, equal to the commission allowed trustees for making said 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 matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor her personal representatives or assigns, or to whoever may be entitled to the same.

And the said John Hein for himself, his personal representatives and assigns,, does 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 atleast Six hundred dollars, and to cause the policy to be effected thereon so framed or indorsed, as in case of fire, to insure to the benefit of the said Mortgagee her personal representatives and assigns, as in case of fire to insure to the benefit of the said Mortgagee her personal representatives and assigns, to the extent of the lien or claim hereunder.

Witness the hands and seals of the said Mortgagors.

Test; John Hein (Seal)

J. Charles Linthicum; Annie C. Hein (Seal)

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this eighteenth day of October in the year one thousand eight hundred and ninety two before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid personally appeared John Hein and Annie C. Hein his wife and each acknowledged the foregoing Mortgage to be their respective act; and noe at the same time, before me. personally appeared Annie L. Crisp the within named Mortgagee and made oath in due form of law, that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal.

(Notary's Seal) J. Charles Linthicum,
Notary Public,

For Value received I hereby assign the within Mortgage to
Seth Hance Linthicum .

Witness my hand and seal this 20th day of December, 1905.

Test; David E. Kinnear, Frederick Wothe (Seal)

For value received we hereby assigns the above Mortgage ro Frederick Weihe.

Witness our hands and seals this eighth day of November 1897,

Test; Annie L.Sinton (Seal)
Percy C.Heninghauser Robert D.Sinton (Seal)

Seth Hance Linthicum Assignee In The Circuit Court
Vs. For Anne Arundel County,
John Hein and Annie C. Hein, his wife. No. 2780 Equity.

Statement of Mortgage Claim.Filed 21st December 1905.

| | |
|--|------------------|
| To Amount of Mortgage and note | \$ 600.00 |
| " Interest from October 18th 1895, to December 13, 1905. | 8.50 |
| " repairstofi property | v25 00 |
| " Insurance | <u>\$ 64.50</u> |
| | \$ 637. 35 |
| Interest to Jan 13th 1906 1 Month | <u>3.00 3.00</u> |
| | \$ 640 35 |

Respectfully submitted.

Seth Hance Linthicum Assignee.

State of Maryland, Baltimore City, Sct;

I hereby certify that on this 21st day of December in the year nineteen hundred and five, before me the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Seth Hance Linthicum Assignee and made oath that the foregoing is a true State of the amount of the mortgage claim under the mortgage filed in the cause now remaining due and unpaid.

Witness my hand and Notarial Seal.

(Notary's Seal) Harry L.Price,
Notary Public.

Bond Filed Jan. 9th 1906.

Know All Men By These Presents.

That we, Seth Hance Linthicum, J.Chas Linthicum and Herbert G.Crisp, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Hundred dollars, 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 oursheirs, executoys and administrators, jointly and severally firmly by these presents, sealed with our seals and dated this day of December in the year nineteen hundred and five.

Whereas by a mortgage from John Hein and Annie C.Hein, his wife, to Annie L.Crisp, dated Oct0ber 18th 1892 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 42 folio 243 &c.; which said Mortgage was assigned by the said Annie L.Sinton (nee Crisp) and husband to Frederick Weihe, by short assignment dated November 8th 1897 and recorded among said Land Records in Liber S.H. No. 42 folio 245 &c., who subsequently assigned same unto the said Seth Hance Linthicum, by short assignment dated December 20th 1905, and recorded among the Land Records of said County, power is given to sell the mortgage premises in the event of a default by the said mortgagors in complying with the terms thereof.

And Whereas, there has been a default authorizing the said Seth Hance Linthicum, Assignee to exercise the power of sale Aforesaid, which it is now his intention to do.

Now The Condition of the above obligation is such, that if the said Seth Hance Linthicum Assignee, shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the mortgaged premises or the proceeds arising from said sale, then this obligation to be null and void, otherwise to remain in full force and virtue in law.

As witness our hands and seals the day and year above written.

| | |
|---------------|-----------------------------|
| Test; | Seth Hance Linthicum (Seal) |
| Geo. M. Conn. | J. Chas. Linthicum (Seal) |
| | Herbert G. Crisp (Seal) |

Seth Hance Linthicum Assignee,

vs.

John Hein and Annie C. Hein, his wife.

In The Circuit Court

For Anne Arundel County

No. 2780, Equity

Report of Sale, Filed 24th January 1906.

To The Honorable Judge of said Court;

The Report of sale of Seth Hance Linthicum, Assignee of the Mortgage, from John Hein and wife to Annie L. Crisp, which mortgage and assignment is filed as "Petitioners Exhibit #1" in these proceedings, to make sale of the property in said mortgage described and mentioned respectfully shows;-

That after giving bond with security for the faithful discharge of the trust prescribed by said mortgage, and the law in such cases which was duly approved, and after having given notice of the time, place, manner and terms of said sale by advertisement inserted in the Maryland Republican, a newspaper published in Anne Arundel County, for more than three successive weeks preceeding the day of sale, the Assignee did pursuant to said notice, on Saturday the 13th day of January 1906, at 4 o'clock P.M. attend on the premises in the Fifth Election District of Anne Arundel County and then and there sold unto Seth H. Linthicum at and for the sum of Four Hundred dollars. he being at that sum the highest bidder, all those pieces or parcels of land and premises located in the Fifth Election District of Anne Hein, his wife, to Annie L. Crisp, dated the 18th day of October 1892 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 42 folio 243 &c, and being the same four lots which begin at the southeast corner of Third Avenue and Sixth Street and more fully and particularly described in a deed from the Fairfield Improvement Company to the said John Hein and wife and recorded among the Land Records aforesaid in Liber S.H. No. 41 folio 488 &c., containing four lots of ground and improved by a two story dwelling.

Terms of Sale; One third cash balance in six and twelve months or all cash at the option of the purchaser; credit payments to bear interest and to be secured to the satisfaction of the undersigned; expenses adjusted to the day of sale; A deposit of Fifty dollars required of the purchaser at the time of the sale.

Respectfully submitted.

Seth H. Linthicum, Assignee,

State of Maryland, Baltimore City Sct;

I hereby certify that on this 22nd day of January in the year nineteen hundred and six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of

Baltimore aforesaid, personally appeared Seth Hance Linthicum, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notary's Seal)

Harry L. Price,
Notary Public.

Seth Hance Linthicum, Assignee

In The Circuit Court

vs.

For Anne Arundel County,

John Hein and Annie C. Hein, his wife.

No. 2780 Equity.

Order Nisi 24th January 1906.

Ordered, this 24th day of January 1906, That the sale of the property mentioned in these proceedings made and reported by Seth H. Linthicum Assignee Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 24th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the said 24th day of February next; The Report state the amount of sale to be \$400.00

Geo. Wells, Clerk.

Certificate Publication, Order Nisi, Filed 24th Feb'y 1906.

Annapolis Md., Feb 24 1906,

I hereby certify that the annexed Order Nisi in the matter of Seth H. Linthicum vs. John Hein & Annie C. Hein his wife, was published in the Maryland Republican a weekly newspaper published in the City of Annapolis once a week for three successive weeks before the 24th day of Feb, 1906, the first insertion being made the 27th day of Jan. 1906.

Jno. Oliver Martin,
One of the Publishers.

Seth Hance Linthicum, Assignee.

In The Circuit Court

vs.

For Anne Arundel County

John Hein & Annie C. Hein his wife.

January Term, 1906

Order of Final Ratification 28th February 1906.

Ordered by the Court this 28th day of February 1906, that the sale made and reported by the Assignee aforesaid, 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; and the said Assignee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor, to whom this case is referred.

Jas. Revell

Seth Hance Linthicum, Assignee,

In The Circuit Court.

vs.

For Anne Arundel County,

John Hein and Annie Hein, his wife,

No. 2780, Equity.

Petition to have Trustee appointed, Filed 5th Oct. 1906.

To The Honorable the Judges of said Court;

The petition of Seth Hance Linthicum, the Plaintiff herein respectfully shows;

First; That your petitioner by mesne assignments became the owner of the mortgage from John Hein and wife to Annie L. Sinton and heretofore filed herein as plaintiffs Exhibited No. 1.

Second; That said Mortgage being in default your petitioner as assignee thereof instituted the proceedings herein, offered the property for sale at public auction and being the highest bidder therefor became the purchaser at and for the sum of Four Hundred dollars, which said sale was duly reported to and ratified by this Honorable Court.

Third; That your petitioner being both the holder of the mortgage and the purchaser it is necessary to have a trustee appointed by this Honorable Court to make conveyance to him of the aforesaid property.

To The end therefore.

Your petitioner prays that a trustee be appointed to convey to him the property mentioned in these proceedings and purchased by him,

And that he may have such other and further relief as his case may require.

And as in duty bound etc;

J. Chas. Linthicum & Bro,

Seth Hance Linthicum

attys for Petitioner.

Assignee.

State of Maryland, Baltimore City, Sect;

I hereby certify that on this Fourth day of October in the year nineteen hundred and six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Seth Hance Linthicum, assignee, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notary's Seal)

James M. Blackburn,

Notary Public.

Order, 5th October 1906.

Ordered, upon the foregoing petition and affidavit by the Circuit Court for Anne Arundel County, in Equity, this 5th day of October 1906, that J. Charles Linthicum, be and he is hereby appointed Trustee herein to convey unto Seth Hance Linthicum the property mentioned in these proceedings and heretofore purchased by him and the said Trustee is hereby relieved from the necessity of giving bond.

Jas. Revell,

Associate Judge 5th Jud'l Circuit.

In the case of Seth H. Linthicum, Assignee,
vs.

In The Circuit Court
For Anne Arundel County.

John Hein & Annie C. Hien his wife.

No. 2780 Equity.

Auditor's Report And Account filed 29th May 1906

To The Honorable, the Judges of said Court;

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within mortgage account in which costs commissions and expenses are first allowed and the balance is allotted to the mortgagee in part part payment of ~~a/c~~ filed.

In the mortgggge claim filed two items appear for which there are no vouchers viz;

" repairs \$25.00 Insurance \$45.50. The statement is however sworn to and hence is prima facie established. The Allowance for these items therefore is up to the Court

All of which is respectfully submitted.

James W. Owens, Auditor.

Dr. The Mortg ged Real Estate of John & Annie C. Hein in ac with Seth Hance Linthicum Cr.

| Jan 1906 | | 1906 | | Jan. | |
|--------------------------------------|--------------------------------------|-----------|-----------|------|-------------------|
| Jan. 13 | To the assignee for his commissions. | | \$ 27 00 | To | proceeds of sale |
| " " | " Assignee for his expenses viz, | | | | of real estate as |
| " " | " Advertising Maryland Republican | | 12 00 | | per report filed |
| " " | " the Assignee for Court Costs viz | | 75 | | \$400 |
| " " | " Solicitor | 10 00 | | | |
| " " | " Clerk Circuit Court | 9 45 | | | |
| " " | " Auditor. | 4 50 | 23 95 | | |
| " " | " Annie S. Crisp Mortgage this | | | | |
| | amt. on a/c of mortgage debt | | \$ 336 30 | | |
| | | | \$ 400 00 | | \$ 400 |
| Memorandum of Mortgage debt of Annie | | | | | |
| | S. Crisp as per statement filed | \$ 640 35 | | | |
| | By amount supra | 336 30 | | | |
| | To Balance due | \$ 304 05 | | | |

In The Matter of the
Mortgaged Real Estate
of James Frazier,

In The Circuit Court
For Anne Arundel County,
No. 2861 Equity.

Original Mortgage Filed 16th August 1906.

This Mortgage, MADE this Fourth day of September in the Year Nineteen hundred and one by James Frazier parties of the first part, of Anne Arundel County, State of Maryland, and S. Walter Avery and Frank F. Wilde, of the second part, of Anne Arundel County, of the State of Maryland, Witnesseth;

Whereas, James Frazier S Walter Avery and Frank F. Wilde are the joint and several makers of a promissory note dated September fourth Nineteen hundred and one for the sum of One Hundred and seventy five dollars payable six months after date to the Farmers National Bank of Annapolis or order. And whereas said note was discounted by the said Bank at the request of the said James Frazier and for his benefit, the said S. Walter Avery and Frank F. Wilde sustaining to the said James Frazier the relation of sureties on said note, but as to the said Bank being joint and several makers thereof and jointly and severally responsible therefor to the said Bank. And Whereas it was agreed by said James Frazier with said S. Walter Avery and Frank F. Wilde that in consideration of their executing jointly and severally with him the said note, the said James Frazier would execute these presents to secure and save harmless the said S. Walter Avery, and Frank F. Wilde from any loss or damage by reason of the said suretyship.

Now, therefore, in consideration of the premises, and of the sum of one dollar, the part of the first part, James Frazier have bargained and sold and by these presents do grant and convey unto the said S. Walter Avery and Frank F. Wilde their heirs and assigns, in fee simple the following property namely; All that lot of ground situate in the Eighth Election District of Anne Arundel County Containing 11 acres 1 rood 10 perches which is particularly described in a deed thereof of even date herewith from W. T. Leatherbury and wife to James Frazier; being lot No. 5 on a plat filed in No 2055 1/2 Equity in the matter of the Trust Estate of John R. Lee.

Together with the improvements and buildings thereon, and all the rights, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold the above described premises unto and to the proper use and benefit of the said S. Walter Avery and Frank F. Wilde their heirs and assigns, in fee simple, forever,

Provided, however that if the said James Frazier shall pay or cause to be paid, take up or cause to be taken up, the aforesaid note executed by himself and the said S. Walter Avery and Frank F. Wilde to the Farmers' National Bank dated the fourth day of September in the year nineteen hundred and one and all renewals of substitutes therefor, for the whole or any part thereof, when due and payable,

And shall indemnify and save harmless the said S. Walter Avery & Frank F. Wilde from all and every loss damage and expense to which they may be in any way subjected by reason of their said suretyship, and shall pay or cause to be paid all discount, interest and expenses of every kind that may accrue upon said note, and all renewals or substitutes therefor, in whole or in part, or that may be incurred by said sureties in any suit or suits that may be instituted for the election thereof, and shall perform all the covenants on the part of the part of the first part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises the said part 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 and the aforesaid debt represented by said note, and any and all renewals thereof and substitutes therefor in whole or in part aforesaid, the said part of the first part for and for heirs executors and administrators, hereby covenant to pay when legally demandable. But if default be made in the premises and in the payment of said note, or any renewal thereof, or a substitute therefor, in whole or in part, or in the payment of the discount or interest thereon or any part of either one of them at the time limited for the payment of the same, or any agreement, covenant or condition of this Mortgage, then the entire debt shall be due and demandable and it shall be lawful for the said parties of the second part S. Walter Avery & Frank F. Wilde executors, administrators or assigns, or James M. Munroe, their Attorney or Agent, at any time after such default, to sell the hereby mortgaged property or so much thereof as may be necessary to reimburse the said sureties for any loss which they might incur by reason of their aforesaid suretyship and to pay whatever may remain due and owing on the said note, or any renewal thereof or substitutes therefor, in whole or in part and to pay and satisfy all costs incurred in making such sale, and to grant and convey said property to the purchaser or purchasers his, her or their heirs and assigns, and which sale shall be made in the manner following, namely; upon giving twenty days notice of the time place, manner and terms of sale in some newspaper printed and published in Anne Arundel County, and such other notice as may be deemed expedient and in the event of a sale of the property under the power hereby granted, the proceeds arising from such sale to apply;

First- To the payment of all expenses incident to such sale, including an appearance fee, and six per cent commissions to the party making sale of said property, and including the premium on any bond given in a duly authorized surety company, by the person exercising the power of sale herein contained.

Secondly; To the payment of the amount remaining due on said note or any renewal thereof, or substitutes therefor, whole or in part, both for principal, discount, interest and costs, and the reimbursement of the said parties of the second part, for any and all loss or damage which they may have sustained or become liable for by reason of their said suretyship.

Thirdly; To the payment of any other note or notes or renewals thereof, or substitutes therefor, that may fall due and not be paid by the said part of the first part executors, administrators and assigns, until all of the notes upon which said mortgagees or any of them are sureties for said James Frazier and any and all other notes of the said part of the first part, due to the said Bank, or which the said Bank may have discounted, shall be fully paid and satisfied by the said part of the first part.

Fourthly; The surplus if any to be paid over to the said part of the first part, or to whoever may be entitled to the same.

Witness the hand and seal of the said Mortgagor

Test; W.T. Weems;

James ^{ls} x Frazier (Seal)
mark

State of Maryland, Anne Arundel County to-wit;

I hereby certify that on this 13th day of September in the year Nineteen hundred and one before the subscriber, a Justice of the Peace of the State of Maryland in and for Anne Arundel County

personally appeared James Frazier and acknowledged the foregoing mortgage to be act. And now at the same time also personally appeared Frank F. Wilde one of the within named mortgagees and made oath in due form of law, that the consideration set forth in the foregoing Mortgage, is true and bona fide as therein set forth.

W.T. Weems, Justice of the peace.

Statement of Claim Filed 16th August 1906.

| | | | |
|-----------------------------|------|-------------|------------------|
| Principal Note Attached | | \$ 175.00 | |
| Interest from May 26, 1904. | 1.27 | <u>1.27</u> | \$ 176.27 |
| Interest to Sept 10th 1906, | | | 23 50 |
| | | | <u>\$ 199.77</u> |

Note.

\$ 175.00 Annapolis, Md. March 4th 1903,

Six Months after date, for value received, we jointly and severally promise to the Farmers National Bank of Annapolis, or order, One hundred and seventy five 175 /00 /100 dollars. Negotiable and payable at said Bank,

| | |
|---------------|---|
| Witness | James ^{his} x Frazier _{mark} |
| Bertie Walke; | Walter Avery |
| | Frank F. Wilde |

Bond Filed September 7th 1906,

Know all men by these presents,

That we, Winson G. Gott, Luther H. Gadd, and Carey L. Meridith, of the City of Annapolis and State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Four Hundred and fifty 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 and each of our heirs, executors and administrators jointly and severally, firmly by these presents, sealed with our seals and dated this 5th day of September, 1906.

Whereas, the above bound Winson G. Gott, assignee of a certain Mortgage from James Frazier to Walter Avery and Frank F. Wilde dated the 4th day of September, 1901, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 24, folio 165, in the execution of the power of sale therein contained in case of default, and default having occurred thereunder, is about to sell the property therein mentioned,

Now The Condition of the above Obligation is such, That if the above bound Winson G. Gott does and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds of sale thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue of law.

| | | |
|-----------------------------|-------------------|--------|
| Signed sealed and delivered | Winson G. Gott | (Seal) |
| in the presence of | Carey L. Meridith | (Seal) |
| Robert L. Sears. | L. H. Gadd | (Seal) |

In the Matter of the sale of the
Mortgaged Real Estate of
James Frazier.

No. 2861 Equity.
In The Circuit Court for
Anne Arundel County.

Report of Sale, Filed 11th September 1906.

To the Honorable the Judges of said Court;

The Report of Winson G. Gott, the Assignee of the Mortgagee filed in this case respectfully shows;

That the said Mortgagee being in default, and the same having been duly assigned to him, he did proceed to advertise the property, mentioned in said mortgage for sale, in the Maryland Republican, a newspaper published weekly in Anne Arundel County, for more than three successive weeks before the day of sale, giving by said advertisement more than three weeks notice of the time, place, manner and terms of said sale, and having filed his bond with approved security he did attend in person at the Court House door in the City of Annapolis on Monday the 10th day of September, 1906, at 10 o'clock A.M. same being the time and place mentioned in the said advertisement, and did then and there offer the said property at public sale and sold the same to Frank F. Wilde, the mortgagee at and for the sum of one hundred and seventy five dollars, said mortgagee being then and there the highest bidder therefor.

And he files herewith a copy of the said advertisement and the Auctioneer's certificate of sale. All of which is respectfully submitted.

Winson G. Gott, Assignee,

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 11th day of September 1906, before me a Deputy Clerk of the Circuit Court for Anne Arundel County., personally appeared Winson G. Gott, the within assignee and made oath in due form of law, that the matters and things stated in the foregoing Report of Sale are true as therein set forth to the best of his knowledge and belief and that the said sale was fairly made.

Wm. N. Woodward,
Deputy Clerk.

In the Matter of the Mortgaged
Real Estate of
James Frazier,

In the Circuit Court
For Anne Arundel County
No. 2861 Equity.

Order Nisi 11th September 1906.

Ordered, this 11th day of September 1906, That the sale of the property mentioned in these proceedings made and reported by Winson G. Gott, assignee Be Ratified and Confirmed unless cause to the contrary thereof be shown on or before the 11th day of October next; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 11th day of October next;

The Report state the amount of sales to be \$175.00

Geo. Wells Clerk.

Certificate of Pub. Order Nisi Filed 13th Oct., 1906.

Annapolis, Md., Oct. 11th 1906.

I hereby certify that the annexed Order Nisi in the matter of the Sale of the Mortgaged Real estate of James Frazier was Published in the Maryland Republican, a weekly newspaper published in the City of Annapolis once a week for three successive weeks before the 11th day of October 1906, the first insertion being made the 15th day of September 1906.

Jno. Oliver Martin, Publisher.

In the Matter of the Mortgaged
Real Estate of
James Frazier,

In The Circuit Court
For Anne Arundel County
Septemebr Term, 1906.

Order Ratifying Report of Sale. 13th October 1906.

Ordered by the Court this 13th day of October 1906, that the sale made and reported by the Assignee aforesaid be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have given as required by the order nisi passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce voucher for the Auditor, to whom this case is referred.

Jas. Revell.

In the case of the Mortgaged
Real Estate of James Frazier

In The Circuit Court for
For Anne Arundel County.

Auditor's Report and Account Filed Dec. 30th 1906.

To The Honorable, the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them has stated the within account which is self explanatory. All of which is respectfully submitted.

James W. Owens, Auditor.

Dr. The Mortgaged Real Estate of James Frazier in ac. with Winson G. Gott, Assignee Cr.

1906

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rpt

| | | 1906 | | | |
|----|--------------------------------------|----------|-----------|----------|------------------------|
| | | | | Sept 10- | By proceeds of sale of |
| 10 | To the Assignee for Commissions | | \$ 12 25 | | real estate as per |
| " | " " " " Expenses Viz; | | | | report filed |
| " | " Advertising, Maryland Republican | \$ 10 00 | | | \$ 175 00 |
| " | " Auctioneer Thos. B sil | 5 00 | 15 00 | | |
| " | " The Assignee for Court Costs, Viz; | | | | |
| " | " Solicitor | 10 00 | | | |
| " | " Clerk Circuit Court | 9 35 | | | |
| " | " Auditor | 4 50 | \$ 23 85 | | |
| " | " S. Walter Avery & Frank F. Wilde | | | | |
| | Mortgagees this amount in part | | | | |
| | payment of Mortgage claim filed | | \$ 123 90 | | |
| | | | 175 00 | | \$ 175 00 |
| | Amount of Mortgage claim | 199 77 | | | |
| | By amt supra, | 120 90 | | | |
| | Balance due | 75 87 | | | |

In the Matter of the
Mortgaged Real Estate of

James Frazier.

In The Circuit Court
For Anne Arundel County

No. 2861 Equity.

Ratification of Auditor's Report and Account, Nov, 5th 1906.

Ordered, this 5th day of November 1906, That the Report and Account of the Auditor, filed in the above entitled cause Be Ratified and Confirmed it appearing that there is no dispute respecting the rights of the parties in interest that the Assignee Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Jas Revell

In the Matter of the Sale
of the Mortgaged Real estate
of Philip H. Darnall,

No. 2871 Equity,
In the Circuit Court
For Anne Arundel County,

Original Mortgage Filed 14th September 1906.

This mortgage made this 22nd day of May in the year eighteen hundred and seventy nine between Philipp H. Darnall of Anne Arundel County and State of Maryland of the first part and William T. Crandell of the same County and State of the other;

Whereas the said Philip H. Darnall stands justly indebted to the said William T. Crandell in the sum of three hundred dollars current money the same being for purchase money of a certain parcel of land sold by said Crandell to Darnall containing fifty five acres of land more or less being a part of a tract called "Purnell Angles" lying and being in Anne Arundel County more particularly described in the conveyance thereof of even date herewith from said William T. Crandell and Rebecca his wife said Darnall and intended to be recorded herewith, of which the sum of one hundred dollars and interest on the whole sum is to be paid on or before the first day of December next; and the residue with interest in equal portions is to be paid in one and two years from said first of December and the said Darnall being desirous of securing the payment of the said sum of money in the manner and at the times mentioned has agreed to execute these presents, Now Therefore this deed witnesseth that for and in consideration of the premises aforesaid, the said Philip H. Darnall has granted bargained and sold and by these presents does grant, bargain and sell and convey to the said William T. Crandell and to his heirs and assigns all the before mentioned tract or parcel of land so mentioned and conveyed by the beforementioned deed from the said Crandell and wife to said Philip H. Darnall, together with all the buildings and other improvements thereon erected and all the rights, privileges and appurtenances thereto belonging or in anywise appertaining.

Provided that if the said Philip H. Darnall shall pay or cause to be paid to said Crandell who assigns the said sum of three hundred dollars, in the manner and at the several and respective times with the interest thereon hereinbefore prescribed and limited for the payment thereof without any deduction or abatement whatsoever and shall perform all the covenants herein on his part to be performed then this mortgage shall be void.

And it is agreed that until default the mortgagor may possess said property, and the said Philip H. Darnall hereby covenants to pay to the said Mortgagee or his assigns as they severally fall due the debt and interest hereby intended to be secured and all taxes that may be levied thereon and on the property hereby conveyed and that if there shall be default in any condition of this mortgage then that the whole debt hereby intended to be secured shall be due and demandable, but in case of any default being made in any condition of this mortgage then these presents are hereby declared to be made in trust and the said William T. Crandell his executors administrators or assigns or Frank H. Stockett his or their duly constituted Attorney or agent are hereby authorized and empowered to sell all the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchasers or purchasers thereof or to his or their heirs or assigns, which sale shall be made in the following manner by giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Annapolis and such other notice as he or they may deem proper and to apply the proceeds first to the payment of all expenses incident to such sale (including commissions to the party selling) as allowed to trustees in equity; secondly to the payment of all moneys owing hereunder and the balance to pay to the said

Philip H. Darnall heirs or assigns.

In Witness whereof the said Philip H. Darnall has signed his name and affixed his seal

Signed sealed and delivered in

presence of Arthur Carr, J.P.

P.H. Darnall (Seal)

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 22nd day of Maryland, eighteen hundred and seventy nine before the subscriber a Justice of the Peace of the State of Maryland in and for Anne Arundel County personally appeared the within named Philip H. Darnall and executed and acknowledged the foregoing mortgage to be his act and deed and that the said William T. Crandell the within mortgagee also came and made oath before me as aforesaid that the consideration expressed in said mortgage is true and bona fide as therein set forth.

Arthur Carr, J.P.

Recorded 24th day of May, 1879.

Assignment;

For value received I hereby assign and transfer to Isaac W. Hopkins the within mortgage and the debt thereby intended to be secured -

Witness my hand and seal this twenty eight day of October, eighteen hundred and eighty;

Wm. T. Crandell (Seal)

Recorded 18th September 1882;

Assignment;

For value received I hereby transfer and assign to Frank H. Darnall this mortgage with the debt thereby secured to the amount of two hundred and forty one dollars and forty nine cents (\$ 241.49) with interest thereon from 13th September 1882 and I hereby release said mortgage for the residue of the debt.

Witness my hand and seal this 18th day of October 1882,

Witness; Thomas W. Ralph J.P.

Isaac W. Hopkins (Seal)

(Certificate)
State of Maryland, Anne Arundel County-to-wit;

I hereby certify that the foregoing Instrument of writing is truly taken from Liber S.H. No 14 folio 271 &c one of the Land Records Books for Anne Arundel County, and State of Maryland,.

In Testimony whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 29th day of April A.D. 1884,



Sprigg Harwood, Clerk of the

Circuit Court for Anne Arundel County.

For value received the undersigned hereby assigns this mortgage and debt thereby intended to be secured to the extent of two hundred and forty one dollars and forty nine cents (\$241.49) with interests thereon from the 13th day of September Eighteen hundred and ninety to John T. Hutchins and his assigns with all remedies thereunder;

Witness my hand and seal this 9th day of September 1890;

Witness; Frank H. Stockett;

F.H. Darnall (Seal)

For Value received I hereby assign the within mortgage to James W. Owens for the purpose of foreclosure. Witness my hand and seal this 5th day of May 1906.

Witness ; M.L. Hutchins;

J.T. Hutchins (Seal)

Bond Filed September 14th 1906.

Know Allman by these Presents, that we, James W.Owens, of Annapolis, Maryland, as Principal and the American Bonding Company of Baltimore, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of one thousand dollars (\$1000), 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 heirs, successors, personal and legal representatives, jointly and severally, firmly by these presents, sealed with our seals and dated this 14th day of September, 1906.

Whereas, the above bounden James W.Owens, as Assignee of a certain mortgage from Philip H. Darnall to William T. Crandall, dated May 22, 1879, and recorded among the Land Records of Anne Arundel County in Liber S.H.No. 14, folio 271 in execution of the power of sale therein contained in case of default, and default having occurred thereunder, is about to sell the property therein mentioned.

Now the condition of the above obligation is such that if the above bounden James W.Owens does and shall abide by and fulfil any order or decree which shall be passed by any Court of Equity in Relation to the sale of said property, or to the proceeds of sale thereof, then the above obligation to be void; otherwise to remain in full force and effect;

Witness the hand and seal of the said James W. Owens and the signature of the American Bonding Company of Baltimore by Luther H.Gadd, its Vice- President, and the corporate seal thereof attested by Ridgely P.Melvin, its Assistant Secretary.

| | | | |
|------------------|------------------|---------------------------------------|--------|
| Test; | | James W.Owens | (Seal) |
| Frances B.Wells; | (Corporate Seal) | American Bonding Company of Baltimore | |
| | | L.H.Gadd, Vice President. | |
| | | Ridgely P.Melvin, Assistant Secretary | |

| | |
|----------------------------------|--------------------------|
| In the Matter of the Sale of the | No. 2871 Equity. |
| of the Mortgaged Real Estate of | In The Circuit Court |
| Philip H.Darnall. | For Anne Arundel County. |

Report of Sale Filed 1st October 1906.

The Report of Sale by James W.Owens, Assignee, respectfully shows;

That under and by virtue of the power of sale in the mortgage, in these proceedings, filed, which authorized the sale of the real estate herein mentioned, upon certain defaults which defaults had occurred, as will be shown by the mortgage statement filed in these proceedings; and that after filing his bond, which was approved by the Clerk of this Court, and having performed all other prerequisites;

That he advertised the said property for sale in the Anne Arundel Advertiser for more than three weeks before the day of sale and also by handbills extensively circulated through the lower part of Anne Arundel County; that on the 29th September, 1906, at Pindell's Station on the Chesapeake Beach Railroad, in the Eighth District of Anne Arundel County, about one mile from the location of the property herein mentioned, and sold the same to James E. Flynn, at and for the sum of \$400.00, he being then and there the highest bidder therefor;

That by agreement of the mortgagee and the assignee and the purchaser, the terms of sale prescribed by the advertisement, were varied, as will appear by the agreement of the purchaser in these proceedings filed;

That also at the time of the sale the assignee gave notice that taxes would be adjusted to the day of sale. Your assignee further states that the piece of property sold was really valueless to almost any other party than the purchaser, whose property adjoins it and who requires it as an outlet to the public road; Your assignee states to the Court that without varying the terms of sale, as before stated, it would have been impossible to have made the sale; and, that the purchaser has made a deposit of \$50.00 on account of said sale, and agrees to pay the balance within thirty days after the ratification thereof;

All of which is respectfully submitted.

James W. Owens, Assignee;

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 1st day of October, 1906, before me a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared James W. Owens, assignee as aforesaid, and made oath in due form of law, that the sale herein reported, was fairly made and that the property brought its fully value.

W. N. Woodward Deputy Clerk.

In the Matter of the Sale of the
Mortgaged Real Estate of Philip
H. Darnall,

No. 2871 Equity.
Circuit Court for
Anne Arundel County.

Order Nisi. 1st October, 1906,

Ordered, on this 1st day of October, 1906, that the sale of the real estate mentioned in these proceedings, made and reported by James W. Owens, Assignee in the above entitled cause, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 1st day of November, 1906; provided a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of said November next;

The Report states that the amount of sale was \$400.00

Geo. Wells Clerk.

Certificate Publication Order Nisi Filed 10th Nov. 1906.

Annapolis, Md., Nov., 10, 1906.

I certify that the annexed Order Nisi in the matter of the sale of the Mortgaged Real estate of Philip H. Darnall was published in "The Advertiser" a newspaper published in the City of Annapolis, once a week for 4 successive weeks before the 1st day of November 1906, The first insertion being made the 4th day of Oct 1906,

Wm. M. Holladay, Publisher.

Order 12th November Ratifying Report of Sale.

Ordered this 12th day of November, 1906, by the Circuit Court for Anne Arundel County in Equity, that the sale of the real estate, in the set proceedings mentioned, being the same is hereby fully ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have to been given as required by the preceding order nisi that the said James W. Owens, assignee, be and he is hereby authorized and directed to convey the said real estate to the purchaser, upon full payment of the purchase money

(and not before), and the case is hereby immediately referred to a special auditor to state an account therein; and that the assignee be allowed the usual commissions, his expenses, not personal, and the costs of court, if he shall prevent vouchers to the auditor.

Jas. C. Revell, Associate Judge.

Hand Bill, Agreement of Purchaser, and Auctioneer's Certificate,

Filed 1st October 1906.

R.M.Pindell, Auctioneer.

Mortgage's Sale, of Valuable Property

In The Eighth Election District of Anne Arundel County,

By virtue of a power of sale contained in a mortgage from Philip H. Darnall, dated the 22nd day of May, 1879, which by Sundry conveyances, is vested in the undersigned, I will as assignee, sell at public auction at Pindell's P.O. Chesapeake Beach R.R. on

Saturday, September 29th, 1906. At 12 O'Clock Noon, the following property situated on Lyon's Creek, in the Eighth Election District of Anne Arundel County, All the tract of land, containing 55 acres, improved by a Small Tenament House, and necessary out-buildings, Being a part of a tract of land called "Purnell Angles" The Land is adapted to the growth of fine tobacco and other crops. Two thirds of the land is cleared, and the balance is in small wood and timber.

The property adjoins the Bevan farm, and the lands of R.W. Griffith;

Terms of Sale; Cash. A Deposit of \$100 will be required on day of sale.

For Further information apply to

James W. Owens,
Assignee of said Mortgage,
Annapolis, Md.

I hereby acknowledge that I have this 29th day of September 1906, purchased the property mentioned in the within advertisement from James W. Owens Assignee and agree to pay fifty dollars cash and the balance within 30 days after the ratification of the sale.

The Terms of sale as prescribed by the advertisement having been varied by consent of the Assignee and the mortgagee.

Witness. R.M.Pindell. James E. Flynn (Seal)

I certify that as auctioneer I sold the within mentioned property to James E. Flynn in conformity to the aforesaid agreement on this 29th day of September 1906.

Robt M. Pindell, Auctioneer.

Petition for Appointment of special auditor, Filed 23rd Nov. 1906.

To the Honorable, the Judges of said Court;
James W. Owens, auditor, reports to the Court that he is disqualified in this case to act as auditor, and therefore prays the Court to appoint a special auditor to State and file the account herein.

And as he will ever pray.

James W. Owens

Order 23rd November 1906.

Ordered, by the Circuit Court for Anne Arundel County on this 23rd day of November 1906, that Winson G. Gott be and he is hereby appointed special auditor in conformity to the prayer of the foregoing petition, to state and file the account in these proceedings.

Jas. Revell, Associate Judge.

Oath.

I Winson G. Gott, in the presence of Almighty God do solemnly promise and declare that I will and faithfully execute the duties as special Auditor in the foregoing case without fear favor prejudice, or affection,

Sworn to before me this 23rd day of November 1906.

Jas. Revell, Associate Judge.

Statement of Mortgage Claim, Filed 12th Nov. 1906.

The Mortgaged Real Estate of Philip H. Darnall, In Account with John T. Hutchins.

1906

| | |
|--|-------------------|
| Sept. 9th- To Amount of Mortgage & costs | 280.98 |
| " " By one yoke of oxes | \$ 41.15 |
| " " " Note & Interest pd at maturity | \$ 14.84 55.99 |
| | <hr/> |
| | \$ 224.99 |
| To Interest to Feby 1902.- | |
| 11 years 5 months | \$ 154.11 |
| | <hr/> |
| | \$ 379.11 |
| Feby 9th 1902 Cash pd Mr. Owens & by him pd J.T.H. | \$ 38.00 |
| | <hr/> |
| | \$ 329.10 |
| Interest Feby 9th 1902, to Sept 29 1906 | |
| 4 years, 7 20 days on \$224. 29 | \$ 61.67 |
| | <hr/> |
| | \$ 380.77 |

In the Case of The Sale of the
Mortgaged Real Estate of
Philip H. Darnall,

In The Circuit Court
For Anne Arundel County
No. 2871 Equity.

Auditor's Report And Account, Filed 23rd November, 1906.

To The Honorable the Judges of said Court;

The Auditor reports to the Court that he has examined the proceedings in the above-entitled cause, and from them has stated the within account in which Commissions costs, expenses and taxes are first allowed and the balance distributed in part payment of the Mortgage claim.

All of which is respectfully submitted.

Winson G. Gott,

Special Auditor.

Dr. The Mortgaged Real Estate of Phil. H. Darnall in ac. with James W. Owens, Assignee. Cr.

1906-

1906
Sept

| | | | | | | |
|---------|---|----|---------------|------------------|--|-----------|
| Sept-29 | To The Assignee for his commissions. | | \$ 27 00 | | | |
| " | " " " " " Expenses; | | | | | |
| " | " Advertising A.A. advertiser | \$ | 12 00 | | | |
| " | " Auctioneer. R.M. Pindell | | 10 00 | | | |
| " | " Fidelity Bond, American Bonding Co. | | 5 00 | 27 00 | | |
| " | " The Assignee for Court costs | | | | | |
| " | " Solicitor | | 10 00 | | | |
| " | " Clerk Of Court \$9.40 & 50 | | 9 90 | 19 90 | | |
| " | " Auditor | | | 4 50 | | |
| " | " The Assignee for taxes payable from this fund, viz; | | | | | |
| " | " State & County taxes for 1903. | | 4 31 | | | |
| " | " do do " 1904 | | 3 11 | | | |
| " | " " " " " 1905 | | 2 84 | | | |
| " | " "adjusted to day of sale 1906 | | 1 95 | 12 21 | | |
| " | " The Estate of Jno, T. Hutchins this balance on account of mortgage claim | | | | | |
| | | | | <u>309 39</u> | | |
| | | | | <u>\$ 400 00</u> | | \$ 400 00 |
| | Memorandum of Mortgage claim | | | | | |
| | Amount as per statement filed | \$ | 390 77 | | | |
| | By Amount allowed supra | | <u>309 39</u> | | | |
| | Balance unpaid | | 81 38 | | | |

Laura Crosby &
Elizabeth S. Crosby

vs.

William J. Marks & wife

IN The Circuit Court
For Anne Arundel County,
No. 2859 Equity.

Mortgage Filed 7th August 1906.

This Mortgage, made this Second day of November, in the year one thousand nine hundred by George W. Crosby and Sarah A. Crosby his wife of Anne Arundel County and the State of Maryland parties of the first part and Richard N. Jeffrey of same County and State party of the second part.

Whereas the said Richard N. Jeffrey hath this day loaned unto the said George W. Crosby the full sum of five hundred dollars, for which said amount the said George W. Crosby has given his certain promissory note of this date payable to the order of said Richard N. Jeffrey three years after date and for the interest to accrue on said principal sum has also given his certain other six promissory notes of the same date each for the sum of fifteen dollars and payable to the order of the said Richard N. Jeffrey in six, twelve, eighteen, twenty-four, thirty and thirty-six months after date respectively-

And Where it was agreed that the payment of said mortgage debt and interest should be secured by mortgage on the property hereinafter described or mentioned.

Now this mortgage witnesseth that for and in consideration of the premises and of the sum of one dollar the said George W. Crosby and Sarah A. Crosby his wife do grant and convey unto Richard N. Jeffrey his heirs and assigns all those three pieces or parcels of land situate in the Fourth Election District of Anne Arundel County which were conveyed to the said George W. Crosby by three following deeds, the first parcel was conveyed by John F. Hall and wife by deed bearing date August 29th 1874 and is recorded among the Land Records of Anne Arundel in Liber S.H. No 8 folio 363 etc., the second parcel was conveyed to him by deed from Mary E. Woodward by deed bearing date October 29th, 1874 and is recorded as aforesaid in Liber S.H. No. 9 folio 161.

The Third parcel was conveyed to him by deed from John C. Hawkins and others by deed bearing date October 30th 1877 and recorded as above in Liber S.H. No. 12 folio 61 Etc.,

The above mentioned three lots of ground being described in a mortgage from George W. Crosby and wife to Maria L. Tuck recorded among the Land Records of Anne Arundel County in Liber S.H. No, 26 folio 484 etc. and contain seventy 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 Richard N. Jeffrey his heirs and assigns forever.

Provided that if the said George W. Crosby and Sarah A. Crosby his wife their heirs, personal representatives or assigns, shall pay or cause to be paid the above described notes as they may arrive at maturity, 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 debts 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,

Witness my hand and Notarial Seal.

(Notary's Seal)

Jasper M. Berry, Jr.,

Notary Public.

Assignment.

For value received I hereby assign this mortgage and Mortgage debt thereby secured to Laura Crosby and Elizabeth S. Crosby as Witness my hand and seal this third day of December 1904.

Witness; B.R. Anderson.

Richard N. Jeffrey (Seal)

Bond Filed Aug. 28th 1906.

Know All Men By These Presents,

That We Bruner R. Anderson, of Baltimore City Maryland, and the Fidelity and Deposit Company of Baltimore Maryland, a body corporate duly authorized by its charter to be come sole surety on bonds are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand (\$3000) 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 and each of our heirs, executors, administrators, successors and assigns, jointly and severally firmly by thees presents, sealed with our seals and dated this 27th day of August in the year of our Lord on thousand nine hundred and six, 1906.

Whereas, the above bounden Bruner R. Anderson by virtue of a power contained in a mortgage from George W. Crosby and wife, dated November 2nd 1900 and recorded in Liber G.W. No 19 folio 125 & one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein and whereas such default has occurred and the said Bruner R. Anderson is about to execute the power vested in him in said Mortgage.

Now, The Condition of the Bove Obligation Is Such, That if the above bounden Bruner R. Anderson do and shall abide by and fulfill any order or decree which 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 J.B. McDonald. (Corporate Seal)

Bruner R. Anderson (Seal) Fidelity and Deposit Company of Maryland, Per John N. Wigt, Vice President

Attest; Harry Nicodemus, Secretary;

Laura Crosby & Elizabeth Crosby

In The Circuit Court

vs.

For Anne Arundel County

William H. Marks & Laura V. Marks, his wife.

No 2859 Equity.

Report of Sale Filed 11 September 1906.

To The Honorable Judge of the Circuit Court for Anne Arundel County The Report of Sale of Bruner R. Anderson Attorney named in a mortgage from Geo W, Crosby and wife to Richard N. Jeffrey bearing date Nov. 2nd 1900 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 19 fol 125 Etc. in the proceedings in said cause mentioned respectfully shows that after giving bond with security for the faithful discharge of his duties which was duly approved and having given notice of the time place, manner and terms of sale by advertisements inserted in the Maryland Republican a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale and by hand bills extensively posted said Trustee did pursuant to said notice on Tuesday the Fourth

day of September 1906, at 11 o'clock A.M. attend at the Court House Door in the City of Annapolis the place designated in said Notice and then and there sold all that tract of land in said Mortgage described containing seventy acres more or less for the sum of Nineteen hundred and fifty dollars to G. Thomas Beasley he being then and there the highest bidder therefor and the said G. Thomas Beasley has complied with the terms of sale.

B.R. Anderson, Atty. named in Mortgage.

State of Maryland, Anne Arundel County, Sct.

I hereby certify that on this Eleventh day of September 1906, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for County aforesaid, personally appeared B.R. Anderson Atty., and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

John N. Davis,

Justice of the Peace.

Laura Crosby & Elizabeth Crosby

versus,

W.J. Marks & Laura V. Marks.

In The Circuit Court

For Anne Arundel County.

No. 2859 Equity.

Order Nisi 11th September 1906.

Ordered this 11th day of September 1906, That the sale of the Property mentioned in these proceedings made and reported by Bruner R. Anderson Attorney named in mortgage, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 11th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the said 11th day of October next;

The Report states the amount of sales to be \$ 1950.00

Geo. Wells Clerk.

Certificate Publication, Order Nisi Filed 11th October 1906.

Annapolis, Md., October 11th 1906,

I hereby certify that the annexed Order Nisi in the matter of Laura Crosby & Elizabeth Crosby vs, Wm. J. Marks and L. V. Marks was published in the Maryland, Republican a weekly newspaper published in the City of Annapolis, once a week for three successive weeks before the 11th day of October 1906, the first insertion being made the 15th day of September 1906

Jno Oliver Martin, One of the Publishers.

Order of Court Ratifying Report of Sale 15th Oct. 1906.

Ordered by the Court, this fifteenth day of October 1906, that the sale made and reported by the Trustee aforesaid 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; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Wm. H. Thomas.

Mortgage Filed 2nd October 1906.

This Mortgage, made this Second day of May in the year Nineteen hundred and three, by William J. Marks and Laura V. Marks his wife of Anne Arundel County and the State of Maryland parties of the first part and George W. Crosby and Sarah A. Crosby his wife of same County and State parties of the second part.

Whereas the said William J. Marks and Laura V. Marks his wife are justly indebted unto George W. Crosby and Sarah A. Crosby his wife in the full and just sum of one thousand dollars (\$1000) and have given therefor their certain promissory note of this date, payable to the order of the said George W. Crosby and Sarah A. Crosby his wife five years after date and for the interest to accrue thereon have also given their ten other promissory notes of the the same date each for the sum of thirty dollars and are payable to the order of the said George W. Crosby and Sarah A. Crosby his wife in 6, 12, 18, 24, 30, 36, 42, 48, 54, and 60 months after date respectively.

And Whereas it was agreed that the payment of said mortgage debt and interest should be secured by mortgage on the property hereinafter described or mentioned.

Now therefore this Mortgage Witnesseth, that in consideration of the premises and the sum of one dollar the said William J. Marks and Laura V. Marks his wife do grant and convey unto George W. Crosby and Sarah A. Crosby his wife there heirs and assigns, all those three lots of ground situate in Anne Arundel County that are described as follows, that is to say;

The First lot being all that lot of ground containing twenty one and one half acres of land that that was conveyed to the said George W. Crosby by Mary E. Woodward by deed bearing date October 16th 1874 and is recorded among the Land Records of Anne Arundel County in Liber S.H. No. 9 folio 161 etc.

The Second Lot being all that lot of ground containing twenty five acres that was conveyed to the said George W. Crosby by John H. Hall and wife by deed bearing date August 29th 1874 and is recorded as above in Liber S.H. No. 8 folio 364 etc;

The Third Lot being all that lot of ground containing twenty four acres of land more or less that was conveyed to the said George W. Crosby by John Gassaway Hawkins and others by deed bearing date October 30th 1877 and is recorded among the Land Records as aforesaid in Liber S.H. No. 12 folio, 61 etc-

Being also the same land amounting in all to seventy acres that was conveyed to the said William J. Marks and Laura V. Marks his wife by George W. Crosby and Sarah A. Crosby by deed of even date herewith, and is intended to be recorded among the Land Records of Anne Arundel County immediately prior to the recording of these presents.

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 George W. Crosby and Sarah A. Crosby his wife their heirs and assigns forever.

Provided that if the said William J. Marks and Laura V. Marks his wife their heirs, personal representatives or assigns, shall well and truly pay the promissory notes above described, when they shall respectively mature 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 William J. Marks and Laura V. Marks his wife shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts 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 William J. Marks and Laura V. Marks 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, 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 George W. Crosby and Sarah J. Crosby his wife their personal representatives and assigns or Briner R. Anderson 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 Anne Arundel 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 twenty dollars and a commission to the party making sale of said property equal to the commissions 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 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 William J. Marks and Laura V. Marks for themselves their personal representative 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 one thousand dollars, and to cause the policy to be effected thereon, so framed or indorsed, as in case of fire, to insure to the benefit of the said Mortgagees their personal representatives and assigns, to the extent of the lien or claim hereunder.

Witness the hands and seals of the said Mortgagors.

Test;

William J. Marks (Seal)

Jasper M. Berry, Jr.,

Laura V. Marks (Seal)

State of Maryland, Baltimore City to-wit;

I hereby certify that on this Second day of May in the year Nineteen hundred and three before me, a Notary Public of the State of Maryland, in and for the City aforesaid personally appeared William J. Marks and Laura V. Marks his wife the Mortgagors named in the foregoing Mortgage and acknowledged the foregoing Mortgage to be their act. At the same time also appeared George W. Crosby and Sarah A. Crosby his wife 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 did also make oath in due form of law that the Mortgagees have not required the Mortgagors their agent or attorney, or attorney, or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid, in advance, nor will they require any tax levied thereon, to be paid by the Mortgagors or any person for

the said said Mortgagors to pay the tax levied upon the interest covenanted to be paid, in advance nor will they require any tax levied thereon to be paid by the said Mortgagors, or any person for them during the existence of this mortgage,

In Testimony whereof I hereto set my hand and affix my Notarial Seal the day and year above mentioned.

(Notary's Seal)

Jasper M. Berry Jr.,

Notary Public.

Two Interest Notes Filed 2nd October 1906.

\$ 1000.00

May 2nd 1903.

Secured by mortgage of even date herewith

Sixty months after date we jointly and severally promise to pay to the order of George W. Crosby and Sarah A. Crosby

One Thousand Dollars

(No. 11) Value Received.

William J. Marks

Laura V. Marks

\$ 500.00

November 2nd 1900.

Secured by Mortgage of even date herewith

Thirty six months after date, I promise to pay to the order of Richard N. Jeffrey,

Five Hundred Dollars.

(No. 7) Value Received.

George W. Crosby

10 cents Rev. Stamp.)

Four Interest Notes each for \$30.00 Filed 2nd October 1906.

Release of Laura Crosby and others to B. R. Anderson,

Filed 4th December 1906.

Know All Men By These Presents, That in consideration of the payment to Sarah A. Crosby of the sum of Five Hundred and twenty dollars, and to Laura and Elizabeth Crosby the sum of Five hundred and twenty dollars by Bruner R. Anderson Attorney who made sale of property of Wm. J. Marks & wife in Anne Arundel County No. 2859 Equity, the receipt of which is hereby acknowledged by us we do hereby Release, Acquit, Exonerate and discharge the said Bruner R. Anderson his heirs, executors and administrators and the surety upon his bond from all and every action, suit, claim, or demand which could or might possibly be brought, exhibited or prosecuted against him, them or any of them, for so on account of the said sum of money paid as aforesaid, or the payment thereof, hereby declaring ourselves fully satisfied, contented and paid as above specified.

Given under our hands and seals this fifteenth day of November in the nineteen hundred and six

Signed sealed and delivered in

Laura Crosby (Seal)

the presence of,

Sarah A. x Crosby (Seal)

Harry L. Price.

Elizabeth S. Crosby (Seal)

State of Maryland, Baltimore City to-wit;

I hereby certify that on this Fifteenth day of November in the year Nineteen hundred and six before the subscriber a Notary Public of said State, in and for said City, personally appeared Sarah A. Crosby wife of Geo. Crosby) Laura Crosby & Elizabeth Crosby parties to the above

Release, and acknowledged the same to be (her act and deed. And I do hereby certify that of my own personal knowledge, I am satisfied that the said Sarah A. Crosby Eliz Beth Crosby & Laura Crosby who has acknowledged the above release are the persons named and described as and professing to be name the parties in and to the same

As Witness my hAnd and seal Notarial.

(Notary's Seal)

Harry L. Price

Notary Public.

In the case of Crosby et al,

In The Circuit Court

vs.

For Anne Arundel County

Marks et al.

No. 2859, Equity.

Auditor's Report and Account Filed 22nd Oct. 1906.

To The Honorable, the Judges of said Court;

The Auditor reports to the Court th t' he has examined the proceedings in the above-entitled cause, and from them has stated the within account distributing the fund in payment of costs, expenses, commissions, taxes, Mortgage debts one Judgment claim and one in part;

All of which is respectfully submitted.

James W. Owens, Auditor.

Dr. The Mortgaged Real Estate of Wm. J. Marks & wife, in ac Bruner R. Anderson, Assignee Cr.

| 1906 | | 1906 | | | |
|---------|---|----------|------------|---------------------------------|-----------|
| Sept-11 | To the Attorney for Commissions | | \$ 92 00 | Sept. 11-By proceeds of sale of | |
| " | " " " " fee provided by Mtge | | 25 00 | Realestate as per report | |
| " | " " " "his expenses viz; | | | filed | \$1950 00 |
| " | " Advertising, Md Republican | \$ 23 00 | | | |
| " | " Auctioneer no voucher filed | 10 00 | 33 00 | | |
| " | " The Attorney for Costs Viz; | | | | |
| " | " Solicitor | 10 00 | | | |
| " | " Clerk of Court | 13 10 | 23 10 | | |
| " | " Auditor | | 9 00 | | |
| " | " The Atty for taxes, viz | | | | |
| " | " State & County for 1903 | 27 33 | | | |
| " | " " " " " 1904 | 29 35 | | | |
| " | " " " " " 1905 | 24 70 | 81 38 | | |
| " | " Laura Elixabeth Crosby in full of Mortgage Claim & Interest | | 520 00 | | |
| " | " George W. Crosby & wife in full of Mtge Claim filed | | 102 00 | | |
| " | " Bruner R. Anderson for Judgt Claim filed, interest & costs | | 89 30 | | |
| " | " Bruner R. Anderson for Judgt No.2 interest & costs on a/c | | 57 22 | | |
| | | | \$ 1950 00 | | \$1950.00 |
| | Balance due B.R. Anderson on a/c of Judgment No.2 | \$ 15 73 | | | |

Laura Crosby et al,

In The Circuit Court

versus,

For Anne Arundel County

William J. Marks & Wife ~~Order~~ Nisi 2nd Nov. 1906. No. 2879 Equity.

Ordered, this 2nd day of November 1906, That the Report and Account filed 2nd day of October 1906, in the above entitled cause, Be Ratified and Conformed, unless cause to the contrary be shown on or before the 3rd day of December next; Provided, a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of December next;

Geo. Wells Clerk,

Certificate of Pub. Order Nisi on Auditor's Report And Account.

Filed 4th December 1906.

Annapolis Md., Dec, 4th 1906,

I hereby certify that the annexed Order nisi in the matter of Laura Crosby et al vs. Wm. J. Marks & wife was published in the Maryland Republican, a Newspaper published in the City of Annapolis, once a week for three successive weeks before the 3rd day of Dec., 1906 the first insertion being made the 3rd day of November 1906.

Jno. Oliver Martin

One of the Publishers.

Order of Court Ratifying Auditor's Report and Account

11th December 1906.

In the Circuit Court for Anne Arundel County.

Ordered by the Court, this 11th day of December 1906, that the foregoing 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 notice appears to have been given as required by the preceding order and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Jas Revell Associate Judge

5th Judl Circuit.

Release of Geo. W. Crosby to B.R. Anderson Filed 4th Dec. 1906.

Know All men By These Presents, That in consideration of the payment by Bruner R. Anderson Attorney named in Mortgage to make sale of property, described in No. 2859 Equity proceedings in Circuit Court of Anne Arundel County passed in a cause in said Court depending wherein Laura & Elizabeth Crosby &c, were Complainants and William J, Marks & wife &c were Defendants, to the undersigned George W. Crosby of the full sum of Five Hundred and ten dollars audited and allowed to him in said cause, the receipt whereof is hereby acknowledged, the said George W. Crosby does hereby Release, Acquit, exonerate and discharge the said Bruner R. Anderson Attorney, his heirs executors and administrators, from all and every action suit, claim, or demand which could or might possibly be brought, exhibited or prosecuted against the said Bruner R. Anderson them or any of them, for or on account of the said sum of money paid as aforesaid, or the payment thereof hereby declaring myself fully satisfied, contented, and paid as above specified,

Given under my hand and seal this tenth day of November, in the year nineteen hundred and six.

Signed, sealed and delivered
in the presence of Harry L.Price.

George W.Crosby (Seal)

State of Maryland, Balto, City to.wit

Be it remembered, and it is hereby certified that on this tenth day of November in the year
nineteen hundred and six, before the subscriber a Notary Public of said State, in and for
said City personally appeared George W.Crosby the party to the above Release or Instrument
of writing, and acknowledged the same to be his act and deed. And I do hereby certify that of
my own knowledge I am satisfied that the said George W. Crosby who has acknowledged the
above Release the person named and described as and professing to be George W.Crosby the par
ty in and to the same.

Witness my hand and seal Notarial .(Notary's Seal)

Harry L.Price

Notary Public.

In the matter of the Tax
Sale of the land of Frederick
C. Smith, in the City of Annapolis.

In the Circuit Court
for Anne Arundel County.

To The Honorable, The Judges of said court:—

The report of Winson G. Gatt, Collector and Treasurer
of the City of Annapolis, Maryland, respectfully shows:—

First That he was duly elected, bonded and qualified,
Collector and Treasurer of the City of Annapolis, and by virtue
of his office, Collector for City taxes for the year 1910, and
vested with the power to collect the City taxes, in accord-
ance with Section 58 A and 58 B of the Charter of the
Corporation of the City of Annapolis.

Second. That as soon as the tax levy of 1910 was
made, tax bills of each taxpayer were prepared, and
on applications, either forwarded by mail, or delivered
in person, said tax bills to the person or persons, or
corporation, to whom, the property included in said bill,
was assessed.

Third. That on the 1st day of April, 1911, taxes were
due by the owner of the lot of ground, situate on Union
Street, in the City of Annapolis, with a frontage of thirty
feet and a depth of forty feet, unimproved, assessed to
Frederick C. Smith in the assessment books of said City, for
City taxes for the year 1910, said lot being fully described
in a deed from Annie T. Kesner, Widow, to the said
Frederick C. Smith, by deed dated the 20th day of February,
1904, and recorded among the Land Records of Anne Arundel
County, in Liber G. N. No. 35, folio 367.

Fourth. That said taxes being due for the year 1910,
on said lot of ground, on April 1, 1911, an advertisement was
inserted in the Evening Capital, published in the City of
Annapolis, Maryland, giving notice to all taxpayers,
owing taxes for the year 1910, as required by Section 58 A
of the said City Charter.

Fifth. That the said taxes being unpaid, overdue and
in arrear, the levy was duly made, in accordance with
the law, on the said lot of ground, all previous requirements
of the law, having been complied with by giving a notice
thereof, together with a copy of the taxes due, interest and all
costs including that of the levy, to Martin M. Smith, Agent,

on the 15th day of May, 1912, with a notice annexed thereto, that if the said tax bill for said taxes, interest and all costs, were not paid within thirty days, the property levied upon would be sold at public sale.

Sixth. That the said Collector and Treasurer, not considering a survey necessary, the property, in his opinion, not being susceptible of division, (after the expiration of the said thirty days, from the serving of said notice, and after having first given at least twenty days' notice, of the time, place and terms of sale by advertisement, inserted in the Evening Capital, a daily newspaper published in Annapolis, and by copies of said advertisement, publicly posted at the Court House door, he attended at the Court House door in the City of Annapolis, at eleven o'clock A. M. on Thursday, December 19, 1912, did then and there offer said lot of ground at public sale, and sold the same for cash to the said Martin M. Smith, at and for the sum of Twenty-five dollars (\$25.00) he being the highest bidder therefor.

Seventh. The Collector and Treasurer begs leave to file with this report the following exhibits as a part thereof.

1. Exhibit N. G. G. No. 1, Copy of levy and notice.
2. Exhibit N. G. G. No. 2, Copy of advertisement of sale and publisher's certificate.
3. Exhibit N. G. G. No. 3, Copy of advertisement posted. All of which is respectfully submitted.

Wmson G. Gott,

Collector and Treasurer of The City
of Annapolis, Md.

State of Maryland, Anne Arundel County, to Wit: -

I hereby certify that on this 3rd day of March 1913, before me, a subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared Wmson G. Gott, Collector and Treasurer of the City of Annapolis, and made oath in due form of law that the matters and things, stated above, are true to the best of his knowledge and belief, and the said sale was fairly made.

Wm. N. Woodward
Deputy Clerk of The Circuit Court
for Anne Arundel County.

Order Nisi.

In the Matter of the Tax
Sale of the Land of Frederick C.
Smith, in the City of Annapolis.

In the Circuit Court
for Anne Arundel County.

Ordered, this 4th day of March, 1913, that the sale of the land in the City of Annapolis, assessed to Frederick C. Smith, made and reported by Winson G. Gatt, Collector and Treasurer of said City, be ratified and confirmed, unless cause to the contrary be shown on or before the 7th day of April next; provided a copy of this Order be inserted in some newspaper published in said City, once in each of three successive weeks before the said 7th day of April next.

The Report states the amount of sale to be
Twenty-five dollars (\$25.00).

James P. Brashears

Final Order of Ratification.

In the Matter of the Tax
Sale of the Land of Frederick C.
Smith, in the City of Annapolis.

In the Circuit Court for
Anne Arundel County.

Ordered by the Court, this 27th day of December, 1913, that the sale made and reported by Winson G. Gatt, Collector and Treasurer aforesaid, 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; and that the Collector and Treasurer be allowed the usual commissions fixed by law, and such proper expenses as he shall produce vouchers therefor.

James P. Brashears

11 School Street
Office open daily from 7.30 A.M. to 3 P.M. { Tax Levy - 1910 }

Winson G. Gatt,
Collector of Taxes and Treasurer.

Fred C. Smith

To The Mayor, Councillor and Aldermen of Annapolis, Md., Mr.

| | | | | | |
|---|-----------------------|--------------------------|------|------|------|
| For City Tax for 1910, | 58 cts. per \$100, | | | | |
| For Sinking Fund Bond Issue, 1898, - | 2 1/2 cts. per \$100, | | | | |
| For Interest Fund Bond Issue, | 16 cts. per \$100, | \$.85 on Acc't of - 630 | | | |
| For Sinking Fund Bond Issue, 1900, - | 5 cts. per \$100, | | | | |
| For Sinking Fund Bond Issue, 1906, - | 2 1/2 cts. per \$100, | | | | |
| For Sinking Fund Bond Issue, 1910 - | 1 ct. per \$100, | | | | |
| | | | | | 5 36 |
| To City Tax on Bonds and Securities, etc, per \$100 on \$ _____ | | | | | |
| Interest from Sept. 1, 1910, - - - - - | | | | | |
| Surrey, - - - - - | | | 4 00 | | |
| Advertising, - - - - - | | | 2 00 | | |
| Cost of Levy and Serving Notice, - - - - - | | | 1 25 | 1 25 | |
| Additional Cost in Circuit Court for Reporting, Ratifying and Auditing Sales, - | | | | | |
| Received Payment, | | | | | |
| Collector of Taxes and Treasurer | | | | | |
| 191 | | | | | |

Mr. Fred C. Smith

Take notice, that if the above bill for City Taxes, with interest and accrued costs, is not paid within thirty days from the date of this notice, I will proceed to enforce collection by advertisement and sale of the lands, premises, goods and chattels so taxed.

Winson G. Gatt, Collector and Treasurer.

Schedule

A Schedule of the Real Estate and Personal Property distrained, seized and levied upon in the City of Annapolis, by me Winson G. Gatt, Collector and Treasurer of Taxes for Annapolis City, being for taxes due to the Mayor, Councillor and Aldermen for the year 1910, All that lot of Ground Situated in the City of Annapolis, with a frontage of 30 feet, with the improvements thereon, on Union Street
Assessed to Fred C. Smith for 1910.

Winson G. Gatt, Collector & Treasurer.

To Fred C. Smith,

Take notice that I have this day distrained, seized and levied on the Goods, Chattels, and Real Estate mentioned in the annexed Inventory or Schedule to satisfy the above mentioned taxes for the year 1910, interests and costs, that I shall proceed to advertise the same for sale, thirty days

from this date, unless in the meantime you pay said taxes, interest and cost.

Given under my hand this 15th day of May, 1912.

Winson G. Gott.

Collector of Taxes and Treasurer of Annapolis City.
Per. _____

I hereby certify, That the above notice, with a true copy of annexed or preceding Inventory or Schedule of Real Estate and Personal Property, was left on the 15th day of May, 1912, with Martin M. Smith, Agent, owner of the property.

Winson G. Gott.

Collector of Taxes and Treasurer of Annapolis City.

Exhibit N. G. G. No. 2, Copy of Advertisement of Sale and Publisher's Certificate.

All that lot of ground, situate in said City, on Union Street, with a frontage thereon of thirty feet, unimproved, assessed to Fred. C. Smith, on the assessment books of said City, for said taxes due for year 1910.

Exhibit N. G. G. No. 3, Copy of Advertisement posted.

All that lot of ground, situated in said City, on Union Street, with a frontage thereon of thirty feet, unimproved, assessed to Fred C. Smith, on the assessment books of said City, for said taxes due for year 1910.

Office of The Evening Capital, Wm. M. Abbott, Editor.
Annapolis, Md. Feb. 14 - 1913.

Publisher's Certificate.

We hereby certify, that the City Tax Sales etc., of Fred C. Smith was published in the "Evening Capital", a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Maryland, once a week for four successive weeks before the 19th day of Dec. 1912, the first insertion appearing on the 19th day of Nov. 1912.

Wm. M. Abbott Editor, Publisher.

E. A. Gage, Extry.

Office of The Evening Capital, Wm. N. Abbott, Editor.
Annapolis, Md. April 9th - 1913.

Publisher's Certificate of Order Nisi.

We hereby certify, That the advertisement Order Nisi in matter of Sale of Land, Fred C. Smith, was published in the "Evening Capital", a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Maryland once a week for three successive weeks before the 7th day of April, 1913, the first insertion appearing on the fifth day of March, 1913.

Wm. N. Abbott Estate, Publisher.
E. A. Gage, Executive.

11 School Street.
Office open daily from 9.30 A.M. to 3 P.M. } Tax Levy, 1910 } Winson G. Gott
Collector of Taxes and Treasurer.

Mr. Fred C. Smith
To The Mayor, Counsellor and Aldermen of Annapolis, Md., Mr.

| | | | | |
|--|------|------|--|------|
| For City Tax for 1910, - - - - - 58 cts. per \$100, | | | | |
| For Sinking Fund Bond Issue, 1898, - 2 1/2 cts. per \$100, | | | | |
| For Interest Fund, Bond Issue - - - - - 16 cts. per \$100, | | | | |
| For Sinking Fund, Bond Issue 1900, - 5 cts. per \$100, | | | | |
| For Sinking Fund, Bond Issue, 1906, - 2 1/2 cts. per \$100, | | | | |
| For Sinking Fund, Bond Issue, 1910, - 1 ct. per \$100, | | | | |
| \$85 on Ass't of 630 | | | | |
| | | | | 5 36 |
| To City Tax on Bonds and Securities, etc., 15 cts. per \$100 on \$ - - - - - | | | | |
| Interest from September 1, 1910, - - - - - | | | | 75 |
| Surrey, - - - - - | 4 00 | | | |
| Advertising, - - - - - | 2 00 | 2 00 | | |
| Cost of Levy and Serving Notice, - - - - - | 1 25 | 1 25 | | |
| Additional Cost in Circuit Court for Reporting, Ratifying and Auditing Sals. | | | | |
| Received Payment, Winson G. Gott, Collector of Taxes and Treasurer. | | | | 9 36 |
| Paid Jan. 3 rd , 1913. | | | | |

11 School Street.
Office open daily from 9.30 A.M. to 3 P.M. } Tax Levy, 1911 } Winson G. Gott,
Collector of Taxes and Treasurer.

Mr. Frederick C. Smith
To The Mayor, Counsellor and Aldermen of Annapolis, Md., Mr.

| | | | | |
|--|--|--|--|------|
| For City Tax for 1911, - - - - - 57 cts. per \$100, | | | | |
| For Interest Fund Tax, Bond Issues, - 1 1/2 cts. per \$100, | | | | |
| For Sinking Fund, Bond Issue, 1898, - 2 cts. per \$100, | | | | |
| For Sinking Fund, Bond Issue, 1900, - 4 1/2 cts. per \$100, | | | | |
| For Sinking Fund, Bond Issue, 1906, - 2 cts. per \$100, | | | | |
| For Sinking Fund, Bond Issue, 1910, - 2 cts. per \$100, | | | | |
| \$80 on Ass't of 690 | | | | |
| | | | | 5 52 |
| To City Tax on Bonds and Securities, etc., 15 cts. per \$100 on \$ - - - - - | | | | |
| Interest from September 1, 1911, | | | | 78 |
| Received Payment, _____ Collector of Taxes and Treasurer. | | | | 6 30 |

In the Matter of the Tax
Sale of the Land of Joseph T.
Davis in the City of Annapolis.

In the Circuit Court for
Anne Arundel County.

To the Honorable, The Judges of said Court:-

The report of Winson G. Gatt, Collector and Treasurer of
the City of Annapolis, Maryland, respectfully shows:-

First. That he was duly elected, bonded and qualified,
Collector and Treasurer of the City of Annapolis, and by virtue
of his office, Collector and City taxes for the year 1910, and vested
with the power to collect the City taxes, in accordance with
Section 58 A and 58 B of the Charter of the Corporation of the
City of Annapolis.

Second. That as soon as the tax levy of 1910 was
made, tax bills of each taxpayer were prepared, and on ap-
plications, either forwarded by mail, or delivered in person, said
tax bills to the person or persons, or corporation, to whom, the
property included in said bill, was assessed.

Third. That on the 1st day of April, 1911, taxes were
due by the owner of the lot of ground, situate on Murray
Avenue, in the City of Annapolis, with a frontage of twenty
five feet and a depth of one hundred and forty feet, unim-
proved, assessed to Joseph T. Davis on the assessment books
of said City, for City taxes for the year 1910, said lot being
fully described in a deed from Louis B. Meyers and
Wife, to the said Joseph T. Davis, by deed dated the 24th
day of July, 1908, and recorded among the Land Records of
Anne Arundel County, in Liber G. N. No. 60, folio 235.

Fourth. That said taxes being due for the year 1910,
on said lot of ground, on April 1, 1911, an advertisement
was inserted in the Evening Capital, published in the City
of Annapolis, Maryland, giving notice to all taxpayers,
owing taxes for the year 1910, as required by Section 58A
of the City Charter.

Fifth. That the said taxes being unpaid, overdue
and in arrear, the levy was duly made, in accordance
with the law, on the said lot of ground, all previous re-
quirements of the law having been complied with by giving
a notice thereof, together with a copy of the taxes due, interest
and all costs including that of the levy, to Anthony Davis,
on the 8th day of May, 1912, with a notice annexed
thereto, that if the said tax bill for said taxes,
interest and all costs, were not paid within thirty

days, the property levied upon would be sold at public sale. 293

Sixth. That the said Collector and Treasurer, not considering a survey necessary, the property, in his opinion, not being susceptible of division, after the expiration of the said thirty days, from the serving of said notice, and after having first given at least twenty days' notice of the time, place and terms of sale by advertisement, inserted in the Evening Capital, a daily newspaper published in Annapolis, and by copies of said advertisement, publicly posted at the Court House door, he attended at the Court House door in the City of Annapolis, at eleven o'clock A. M. on Thursday, December 19, 1912, did then and there offer said lot of ground at public sale, and sold the same for cash to the said Annie M. Harris, at and for the sum of Twenty-two dollars (\$22.00) she being the highest bidder, therefore.

Seventh. The Collector and Treasurer begs leave to file with this report the following exhibits as a part thereof.

1. Exhibit N. G. G. No. 1, Copy of levy and notice.
2. Exhibit N. G. G. No. 2, Copy of advertisement of sale and publisher's certificate.
3. Exhibit N. G. G. No. 3, Copy of advertisement posted.

All of which is respectfully submitted.

Winson G. Gatt.

Collector and Treasurer of the City
of Annapolis, Md.

State of Maryland, Anne Arundel County, to Wit:
I hereby certify that on this 3rd day of February, 1913, before me, a subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared Winson G. Gatt, Collector and Treasurer of the City of Annapolis, and made oath in due form of law that the matters and things, stated above, are true to the best of his knowledge and belief, and the said sale was fairly made.

Geo. Wells

Deputy Clerk of the Circuit Court
for Anne Arundel County.

Order Nisi.

In the Matter of the Tax Sale
of the Land of Joseph T. Harris, in
the City of Annapolis.

In the Circuit Court
for Anne Arundel County.

Ordered, this 4th day of March, 1913, that the sale
of the land in the City of Annapolis, assessed to Joseph T.
Harris, made and reported by Winson G. Gott, Collector and
Treasurer of said City, be ratified and confirmed, unless
cause to the contrary be shown on or before the 7th day of
April, next; provided a copy of this Order being inserted in
some newspaper published in said City, once in each of
three successive weeks before the said 7th day of April, next.
The report states the Amount of Sales to be \$22.00

Jas. R. Brashears.

Final Order of Ratification.

In the Matter of the Tax
Sale of the Land of Joseph T.
Harris, in the City of Annapolis.

In the Circuit Court for
Anne Arundel County.

Ordered by the Court, this 27th day of December,
1913, that the sale made and reported by Winson G. Gott,
Collector and Treasurer aforesaid, 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; and
that the Collector and Treasurer be allowed the usual
commissions fixed by law, and such proper expenses
as he shall produce vouchers therefor.

Jas. R. Brashears.

Exhibit W. G. G. No. 1, Copy of Levy and Notice.

11 School Street
Office open daily from 9:30 A.M. to 3 P.M. } Tax Levy, 1910 } Winson G. Gott
Collector of Taxes and Treasurer.

Mr. J. T. Harris,
To The Mayor, Counsellor and Aldermen of Annapolis, Md., Mr.

| | | | | |
|---|--|--|------|------|
| For City Tax for 1910, - - - - - 58 cts. per \$100, | | | | |
| For Sinking Fund, Bond Issue, 1898, - 2 1/2 cts. per \$100, | | | | |
| For Interest Fund, Bond Issue, - - - 16 cts. per \$100, | | | | |
| For Sinking Fund, Bond Issue, 1900 - 5 cts. per \$100, | | | | |
| For Sinking Fund, Bond Issue, 1906 - 2 1/2 cts. per \$100, | | | | |
| For Sinking Fund, Bond Issue, 1910 - 1 ct. per \$100, | | | | |
| } \$.85 on Ass't of 375 | | | | |
| To City Tax on Bonds and Securities, etc., 15 cts. per \$100 on \$ - - - | | | | |
| Interest from Sept. 1, 1910, - - - - - | | | | |
| Survey - - - - - | | | 4 00 | |
| Advertising, - - - - - | | | 2 00 | |
| Cost of Levy and Serving Notice, - - - - - | | | 1 25 | 1 25 |
| Additional Cost in Circuit Court for Reporting, Ratifying & Auditing Sales, | | | | |
| Received payment, | | | | |
| | | | | 3 19 |
| Collector of Taxes and Treasurer. | | | | |

Mr. J. T. Harris.
Take notice, that if the above bill for City Taxes, with interest and accrued costs, is not paid within thirty days from the date of this notice, I will proceed to enforce collection by advertisement and sale of the lands, premises, goods and chattels so taxed.
Winson G. Gott, Collector and Treasurer.

Schedule.

A Schedule of The Real Estate and Personal Property distrained, seized and levied upon in the City of Annapolis, by me, Winson G. Gott, Collector and Treasurer of Taxes for Annapolis City being for taxes due to the Mayor, Counsellor and Aldermen for the year 1910, All That Lot of Ground Situated in The City of Annapolis, with a frontage of 25x120 feet, with the improvements thereon, on Murray Avenue.

Assessed to J. T. Harris for 1910.
Winson G. Gott, Collector and Treasurer.

To Anthony Harris.
Take notice, that I have this day distrained, seized and levied on the Goods, Chattels and Real Estate mentioned in the annexed Inventory or Schedule to satisfy the above mentioned taxes for the year 1910, interest and costs, that I shall proceed to advertise the same for sale, thirty days from this date, unless in the meantime you pay said taxes, interest and cost.
Given under my hand this 8th day of May, 1912.
Winson G. Gott,
Collector of Taxes and Treasurer of Annapolis City.

I hereby certify, That the above notice, with a true copy of annexed or preceding Inventory or Schedule of Real Estate and Personal Property, was left on the 8th day of May, 1912, with Anthony Maris owner of the property.

Wilson G. Gott,

Collector of Taxes and Treasurer of Annapolis City.

Per. G. E. Thomas.

Constable

Election District Anne Arundel Co.

Exhibit N. G. G. No. 2, Copy of Advertisement of Sale and Publisher's Certificate.

All that lot of ground, situate in said City on Murray Avenue, with frontage thereon of twenty-five feet unimproved, assessed to J. T. Maris, on the assessment books of said City, for said taxes for the year 1910.

Exhibit N. G. G. No. 3, Copy of advertisement posted.

All that lot of ground, situate in said City on Murray Avenue, with a frontage thereon of twenty-five feet, unimproved, assessed to J. T. Maris, on the assessment books of said City, for said taxes for the year 1910.

Office of the Evening Capital, Mrs. N. Abbott, Editor.
Annapolis, Md. February 10th 1913.

Publisher's Certificate

We hereby certify, That the advertisement, City Tax Sale, City property assessed to J. T. Maris, was published in the "Evening Capital", a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Maryland, once a week for four successive weeks before the 19th of December, 1912, the first insertion appearing on the "Nov. 19", 1912.

Estate of Mrs. N. Abbott, Publisher.

E. A. Sage Executrix

Office of the Evening Capital, Mrs. N. Abbott, Editor.
Annapolis, Md. April 9th 1913.

Publisher's Certificate of Order nisi.

We hereby certify, That the advertisement Order nisi in the matter of Joseph Maris' Tax Sale was published in the "Evening Capital", a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Md, once a week for three successive weeks before the 7th day of April, 1913, the first insertion appearing on the 5th of March, 1913.

Emma Abbott Sage, Executrix.

Mrs. N. Abbott Estate, Publisher.

11 School Street. Office Open Daily from 9.30 A.M. to 3 P.M. { Tax Levy, 1910 } Winson G. Gatt, Collector of Taxes and Treasurer.

Mr. Jos. T. Maris

To The Mayor, Counsellor and Aldermen of Annapolis, Md., Mr.

| | | | | | |
|--|------|--|--|------------------------|------|
| For City Tax for 1910, - - - - - 58 cts. per \$100, | | | | | |
| For Sinking Fund, Bond Issue, 1898, - 2 1/2 cts. per \$100, | | | | | |
| For Interest Fund, Bond Issue, - - - 16 cts. per \$100, | | | | | |
| For Sinking Fund, Bond Issue, 1900, - 5 cts. per \$100, | | | | \$.85 on Ass't of 375 | |
| For Sinking Fund, Bond Issue, 1906, - 2 1/2 cts. per \$100, | | | | | |
| For Sinking Fund, Bond Issue, 1910, - 1 ct. per \$100, | | | | | |
| To City Tax on Bonds & Securities, etc., 15 cts. per \$100 on \$ - - - - - | | | | | 3 19 |
| Interest from September 1, 1910, - - - - - | | | | | 45 |
| Survey, - - - - - | 4 00 | | | | |
| Advertising, - - - - - | 2 00 | | | 2 00 | |
| Cost of Levy and Serving Notice, - - - - - | 1 25 | | | 1 25 | |
| Additional Cost in Circuit Court for Reporting, Ratifying, and Auditing Sals, | | | | | |
| | | | | 6 89 | |
| Received payment, Winson G. Gatt. Collector of Taxes and Treasurer. Per. C. G. | | | | | |
| Jan. 11 - 1913. | | | | | |

11 School Street. Open daily from 9.30 A.M. to 3 P.M. { Tax Levy, 1911 } Winson G. Gatt, Collector of Taxes and Treasurer.

Mr. Joseph T. Maris Est.

To The Mayor, Counsellor and Aldermen of Annapolis, Md., Mr.

| | | | | |
|--|--|--|--|------------------------|
| For City Tax for 1911, - - - - - 57 cts. per \$100, | | | | |
| For Interest Fund Tax, Bond Issues, - 12 1/2 cts. per \$100, | | | | |
| For Sinking Fund, Bond Issue, 1898, - 2 cts. per \$100, | | | | \$.80 on Ass't of 500 |
| For Sinking Fund, Bond Issue, 1900, - 4 1/2 cts. per \$100, | | | | |
| For Sinking Fund, Bond Issue, 1906, - 2 cts. per \$100, | | | | |
| For Sinking Fund, Bond Issue, 1910, - 2 cts. per \$100, | | | | |
| To City Tax on Bonds and Securities, etc., 15 cts. per \$100 on \$ - - - - - | | | | |
| Interest from September 1, 1911, - - - - - | | | | 58 |
| Received payment | | | | 4 58 |
| Collector of Taxes and Treasurer. | | | | |

Charles A. Hedges, Clerk. { Tax Levy, 1910 } J. S. Linticum, Treasurer, 6th District. Post Office: Annapolis, Md.

Mr. Joseph T. Maris

To County Commissioners of Anne Arundel County, Mr.

| | | | | |
|--|--|--|--|------|
| For County Tax, 62 cts. per \$100 } \$.98 on Ass't of \$ 175 | | | | |
| " School " 36 " } | | | | |
| " County Tax on Stocks, Bonds, etc., 15 cts. per \$100 on \$ - - - - - | | | | 1 72 |
| Interest from August 15, 1910 - - - - - | | | | 24 |
| No Discount | | | | 1 96 |

To The State of Maryland, Mr.

| | | | | |
|---|--|----|--|------|
| For State Taxes 16 cts. per \$100 on Assessment of \$ - - - - - | | 28 | | |
| 5 per cent. Discount if paid by Aug. 31, 1910 | | 06 | | 34 |
| 4 " " " " in Sept. 1910 | | | | 1 25 |
| 3 " " " " in Oct. 1910 | | | | |
| Received Payment, J. S. Linticum Treasurer | | | | |
| Per. C. A. Hedges, Clerk. | | | | |
| March 4 - 1913. | | | | |

In the Matter of the
Mortgaged Real Estate of
John W. Jordan and
Loretta Jordan, his wife.

No. 3500 Equity
In The Circuit Court for
Anne Arundel County.

This Mortgage made this 15th day of May, in the
year Nineteen Hundred and Nine, by and between John W.
Jordan and Loretta Jordan, his wife, of Baltimore City, Md.,
of the first part, and Orlando Bidout, of Anne Arundel Co.,
Md., of the second part, witnesseth;

Whereas the said John W. Jordan and Loretta Jordan,
his wife, hath borrowed of the said Orlando Bidout the full
and just sum of Seven Hundred Dollars, current money, and as
representing the same have passed unto him their joint and
several promissory note for said sum, of even date herewith
and payable five years after the date thereof, and as well
their ten other promissory notes of common and even date
herewith, each for the sum of Twenty-one Dollars, and paya-
ble the first thereof at six months after date and the
other nine at intervals of six months thereafter for the
semi-annual interest on said principle note accruing;

And Whereas it was a condition precedent to the
making of said loan that these presents should be
executed the more effectually to secure the same and
the interest thereon accruing;

Now This Mortgage Witnesseth that for and in consid-
eration of the premises and of One Dollar to them in hand
paid, the receipt whereof they do hereby acknowledge, they
the said John W. Jordan and Loretta Jordan, his wife, do
hereby bargain and sell and by these presents grant and
convey unto the said Orlando Bidout, his administrators,
heirs and assigns, all that lot or those lots of ground
lying at "North Portland Park" in the Fourth Election
District of Anne Arundel County, near Patuxent Station
on the line of the N. B. & A. E. Railway Company and
known as Lots twenty-four, twenty-six, twenty-eight, thirty
and thirty-two in Block No. forty-eight of "North Portland
Park", a survey whereof is recorded among the Land Records
of Anne Arundel County aforesaid, in Liber G. N. No 60,

at folio 2, the same being the identical property conveyed unto the said John N. Garden by deed from Joseph Nosefross, widower, dated the 8th of June, 1908 and recorded among said Land Records in Liber G. N. No. 64, at folio 60, and in said deed more particularly described, as by reference thereto will appear.

Together with the buildings and improvements thereupon; 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 said Mortgagee, his heirs and assigns forever.

Provided that if the said John N. Garden and Corretta Garden, his wife, their heirs, personal representatives or assigns shall pay or cause to be paid the said mortgage debt at maturity and the interest on the same regularly and semi-annually and shall perform all the covenants herein on their parts 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, their heirs, personal representatives, and assigns do hereby covenant to pay when legally demandable.

But if default be made in the 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 Mortgagee, his personal representatives and assigns, or Daniel R. Randall, his 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

manner prescribed by the Public General Laws of Maryland in cases of foreclosures and the rules of Court applying to the same.

And the mortgagors for themselves, their heirs, personal representatives 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 Five Hundred Dollars, and to cause the policy to be effected thereon to be so framed or insured, as in case of fire, to insure to the benefit of the said mortgagee, his personal representatives and assigns to the extent of the lien or claim hereunder.

And it is further understood and agreed that the mortgage note hereby secured may be paid at the end of three years from the date hereof and a release of these presents there and there secured.

Witness the hands and seals of the said Mortgagors.

Witness

Josephine L. Collins

John W. Garden (SEAL)

Loretta Garden (SEAL)

State of Maryland, Baltimore City to wit:—

I hereby certify that on this 15th day of May, 1909, before the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared John W. Garden and Loretta Garden, his wife, and each acknowledged the foregoing mortgage to be their act and deed.

As Witness my hand and seal notarial.

(Notary's seal)

Josephine L. Collins
Notary Public.

State of Maryland, Anne Arundel County to wit:—

I hereby certify that on this Seventeenth day of May, in the year Nineteen Hundred and Nine, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. P. Randall agent of the within named mortgage, and made oath in due form of law that the consideration named in the foregoing mortgage is true and bona fide

as therein set forth, and that he is the agent of the within named mortgage and authorized to make this affidavit.

As Witness my hand and seal notarial.

(Notary's seal.)

Bertie A. Baldwin.
Notary Public.

Mortgage Notes

\$21.00

Baltimore, Md., May 15th. 1909

Secured by Mortgage of even date herewith Eighteen months after date we promise to pay to the order of Arlando Ridout,

Twenty-one dollars.

At the Farmer's National Bank, Annapolis, Md.

Value Received,

John W. Garden.
Loretta Garden.

No. 3

\$21.00

Baltimore, Md., May 15th. 1909

Secured by Mortgage of even date herewith Two years after date we promise to pay to the order of Arlando Ridout,

Twenty-one dollars.

At the Farmer's National Bank, Annapolis, Md.

Value Received,

John W. Garden
Loretta Garden

No. 4

\$21.00

Baltimore, Md., May 15th. 1909

Secured by Mortgage of even date herewith Thirty months after date we promise to pay to the order of Arlando Ridout,

Twenty-one dollars.

At the Farmer's National Bank, Annapolis, Md.

Value Received,

John W. Garden.
Loretta Garden.

No. 5.

\$21.00Baltimore, Md., May 15th, 1909.

Secured by Mortgage of even date
herewith Three years after date we promised to pay to
The order of Orlando Ridout,

Twenty-one Dollars.

At The Farmer's National Bank, Annapolis, Md.

Value Received, John N. JardenNo. 6.Loretta Jarden\$21.00Baltimore, Md., May 15th, 1909.

Secured by Mortgage of even date
herewith Forty-two months after date we promise to pay to
The order of Orlando Ridout,

Twenty-one Dollars.

At The Farmer's National Bank, Annapolis, Md.

Value Received, John N. JardenNo. 7.Loretta Jarden\$21.00Baltimore, Md., May 15th, 1909.

Secured by Mortgage of even date
herewith Four years after date we promise to pay to
The order of Orlando Ridout,

Twenty-one Dollars.

At The Farmer's National Bank, Annapolis, Md.

Value Received, John N. Jarden.No. 8.Loretta Jarden.\$21.00Baltimore, Md., May 15th, 1909.

Secured by Mortgage of even date
herewith Fifty-four months after date we promise to pay to
The order of Orlando Ridout,

Twenty-one Dollars.

At The Farmer's National Bank, Annapolis, Md.

Value Received, John N. JardenNo. 9.Loretta Jarden

\$21.00

Baltimore, Md., May 15th, 1909

Secured by Mortgage of even date herewith Five years after date we promise to pay to the order of Arlando Ridout,

Twenty-one Dollars.

At the Farmer's National Bank, Annapolis, Md.

Value Received, John W. Garden

No. 10.

Loretta Garden

\$700.00

Baltimore, Md., May 15th, 1909.

Secured by Mortgage of even date herewith Five years after date we promise to pay to the order of Arlando Ridout,

Seven Hundred Dollars.

At the Farmer's National Bank, Annapolis, Md.

Value Received, John W. Garden

No.

Loretta Garden

Attorney's Bond.

Know All Men By These Presents, That we, Daniel R. Randall, of Annapolis, in the State of Maryland, Principal, and the American Surety Company of New York, a body corporate of the State of New York, Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Fourteen Hundred Dollars (\$1400.), 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 and Successors, jointly and severally, firmly by these presents; sealed with our seals and dated this Twelfth day of June, in the year of our Lord One Thousand Nine Hundred and Eleven.

Whereas, the above bounden Daniel R. Randall, as attorney, by virtue of the power contained in a mortgage from John W. Garden and Loretta Garden, his wife, to Arlando Ridout, dated the 15th day of May, in the year Nineteen Hundred and Nine, and recorded among the Land Records of Anne Arundel County, in the State of Maryland, in Liber G. W. No. 67, at folio 299, which mortgage is in default and is filed in a proceed-

ing entitled "In the Matter of the mortgaged real estate of John N. Garden and Loretta Garden, his wife," in the Circuit Court for Anne Arundel County, in equity, is about in said proceeding to sell the real estate mentioned and described in said mortgage.

Now the condition of the above obligation is such, that if the above bounden Daniel R. Randall do and shall well and truly abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of
Helen E. Childs

Daniel R. Randall (SEAL)
The American Surety Co. of New York
By J. Bert Nye
Resident Vice President.

Attest:

Claude B. Brown,
Resident Asst. Sec'y.
(Surety Co.'s Seal)

Attorney's Report of Sale & Order Nisi.

To the Honorable, the Judges of the said Court.
The report of Daniel R. Randall, the Attorney named in the mortgage filed in this proceeding, respectfully represents unto your Honors.

(1) Pursuant to a power contained in the said mortgage from John N. Garden and wife to Orlando Ridout, after default had occurred in the terms and conditions thereof, your orator gave bond with security for the faithful discharge of his duties, and after full three weeks advertisement of the sale in the "Advertiser-Republican", a weekly newspaper published in the City of Annapolis, and Anne Arundel County, and by handbills widely circulated and posted, did offer the property named in said mortgage at public sale at the Court House door, Annapolis, on Saturday, June 4th, at 10.30 A. M., that being the time and place named in the said advertisements, and in the presence of several bidders sold, through J. Roland Brady, Auctioneer, the said property in its entirety unto Orlando Ridout, the Mortgagee, at and for the sum of Seven Hundred Dollars, The said Orlando Ridout

being then and there the highest bidder for the same and the purchaser has complied with all the terms of the sale.

(2). Your orator files herewith the auctioneer's certificate marked Exhibit No. 1.

And as in duty &c

Manuel R. Randall.
Atty named in the Mortgage.

State of Maryland, Anne Arundel County, to wit:-
I hereby certify that on this 24th day of June A. D. 1911, before the subscriber, a Deputy Clerk of the Circuit Court in and for the County aforesaid, personally appeared Manuel R. Randall, named in the above report of sale, and made oath in due form of law that the matters and facts stated in the foregoing petition are true and the sale was fairly made.

Wm. N. Woodward.
Deputy Clerk.

In the Matter of Order Nisi.
The mortgaged Real Estate of
John W. Garden and Coretta
Garden, his wife.

No. 3500 Equity.
In the Circuit Court for
Anne Arundel County.

Ordered This 24th day of June, 1911, that the sale of the property mentioned in these proceedings, made and reported by Manuel R. Randall, Attorney, be ratified and confirmed unless cause to the contrary thereof be shown or before the 26th day of July, 1911; provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 26th day of July, 1911. The report states the amount of sales to be \$700.

Geo. Wells.
Clerk.

Office of The Advertiser-Republican.
Annapolis, Md., August 18, 1911

I hereby certify that the Order Nisi in the Matter of the mortgaged Real Estate of John W. Garden and Coretta Garden, his wife. No. 3500 Equity was published in The Advertiser Republican, a newspaper published in the City of Annapolis, once a week for three suc-

cessive weeks before the 26th day of July, 1911. The first insertion being made the 29th day of June, 1911.

W. M. Halladay

Publisher.
M. L. T.

Final Order of Ratification of Sale.

Ordered this 22nd day of August, 1911, by the Circuit Court for Anne Arundel County, sitting in equity, that the sale of the real estate mentioned in these proceedings made and reported by Daniel R. Randall, Trustee, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, though notice appears to have been given as required by the Order nisi passed in the said cause. And the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Jas. A. Brashears

Auditors Report and Account filed August 24th 1911.
In the Case of the sale of the mortgage real estate of
John W. Jarden and Wife.

In the Circuit Court for Anne Arundel County.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them has stated the within account in which after allowing commissions, costs and expenses, the balance is distributed to the Mortgagee leaving an amount still due by the Mortgagor of \$147.00

All of which is respectfully submitted.

James W. Owens,
Auditor.

In The Matter Of The Mortgaged Real Estate in ac. with Daniel P. Randall,
 Of John N. Jarden and Loretta Jarden, His Wife. Attorney.

June 24

| | | | | | |
|---|----------|-----------|---|--|-----------|
| To the Attorney for commission | \$ 44 00 | \$ 44 00 | June 24, By proceeds of sale and mortgage real estate as per report filed | | |
| To Attorney for Court costs viz: | | | | | |
| Plaintiff's Solicitor | 10 00 | | | | |
| Clerk | 9 00 | | | | |
| Auditor | 4 50 | 23 50 | | | |
| To the Attorney for expenses viz: | | | | | |
| To the "Advertiser Republican" | 12 00 | | | | |
| To J. Roland Brady, Auctioneer | 11 00 | | | | |
| Premium on Bond | 10 00 | 33 00 | | | |
| To Orlando Ridout this balance on account of mortgage claim filed | | \$ 599 50 | | | |
| | | \$ 700 00 | | | \$ 700 00 |
| Memorandum of Mortgage debt viz: | | | | | |
| Principal | | 700 00 | | | |
| Interest from May 15 th 1910 to June 24 th 1911 | | 46 50 | | | |
| | | 746 50 | | | |
| By amount allowed supra | | 599 50 | | | |
| Balance due mortgagee | | 147 00 | | | |

In The Circuit Court for Anne Arundel County.
 Ordered By The Court, this day 24th of February, 1912, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Jas. R. Brashears.

In the Matter of The Sale
of The Mortgaged Real Estate
of Thomas W. Bladds.

No. 4072 Equity.
In The Circuit Court for
Anne Arundel County.

This Mortgage, Made this twenty-fifth day of October in the year nineteen hundred and six by Thomas W. Bladds and Ellen Bladds, his wife, of Annapolis, Anne Arundel County, State of Maryland, Mortgagors and the Vestry of St. Margarets' Westminster Parish, in the P. E. Diocese of Maryland, Mortgagees.

Whereas the said Thomas W. Bladds is indebted unto the said Vestry of St. Margarets' Westminster Parish in the P. E. Diocese of Maryland in the sum of Seven Hundred Dollars for money loaned and advanced for which he has passed to said Vestry his principal promissory note payable five years after date and for the same annual interest to accrue due thereon his ten promissory notes, each for the sum of Twenty-one Dollars and payable at intervals of six months up to the maturity of the said principal note, all of said notes being even date herewith.

And whereas it was a condition precedent to the said loan or advance being made that the payment thereof should be secured by a good and effectual first mortgage on the property herein after described wherefore this mortgage is executed.

Now This Mortgage Witnesseth, that in consideration of the premises and the sum of one dollar, the said Thomas W. Bladds and Ellen Bladds, his wife, do grant and convey unto the said Vestry of St. Margarets' Westminster Parish in the P. E. Diocese of Maryland, its successors and assigns in fee simple all that lot or part of a lot or parcel of ground situate lying and being in the Second Election District of Anne Arundel County designated on the plat of West Annapolis as lot number eight in block number seven. It being the same lot or parcel of ground conveyed to the said Thomas W. Bladds by deed recorded in Liber S. H. No. 41, Folio 446 and therein fully described by metes and bounds, courses and distances.

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 said Vestry of St. Margarets Westminster Parish in the P. E. Diocese of Maryland its successors and assigns forever.

Provided that if the said Thomas W. Bladds, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Seven Hundred 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 shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts 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 Thomas W. Bladds for himself, his heirs, personal representatives and assigns doth 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 Vestry of St. Margarets Westminster Parish in the P. E. Diocese of Maryland its successors, and assigns, or James W. Owens its 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 Anne Arundel 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 \$ 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 Mortgagor, his 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 Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves their heirs, personal representatives and assigns do hereby covenant to pay; and the said Mortgagee its successors or assigns or James W. Owens 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 the 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 Thomas W. Bladds for himself, his personal representatives and assigns, does 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 land to the amount of at least Seven Hundred Dollars, and to cause the policy to be affected thereon, to be so framed or indorsed, as in case of fire, to issue 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.

Witness the hand and seal of the said Mortgagor

Test

John W. Davis

T. W. Bladds (SEAL)

Ellen Bladds (SEAL)

(SEAL)

(SEAL)

State of Maryland, County, to wit:
I hereby certify, that on this 26th day of October, in the year nineteen hundred and six before me, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Thos. W. Bladds and Ellen Bladds, the Mortgagor named in the foregoing Mortgage and each acknowledged the foregoing Mortgage to be their several act. At the same time also appeared James W. Owens, Agent for the Mortgagee, and made oath in due form of law, that the consideration set forth in said Mortgage is true and bona fide as therein set forth. And did also make oath in due form of law, that he is the Agent of the Mortgagee and authorized to make this affidavit

John W. Davis
Justice of the Peace.

This Mortgage, made this Fifth day of August in the year nineteen hundred and nine by Thomas W. Bladds and Ellen Bladds parties of the first part and St. Margaret's Westminster Parish in the Protestant Episcopal Diocese of Maryland, party of the second part, all of Anne Arundel County, in the State of Maryland.
Whereas, the said Thomas W. Bladds has this day received from the party of the second part a loan of Six Hundred and Fifty (\$650.) dollars, and for the

payment of the same has passed to the party of the second part his promissory note of even date herewith, for the said sum of Six Hundred and Fifty (\$650) dollars payable three years after date, and for the interest thereon to accrue has passed his six other notes for \$19.50 each, payable in 6-12-18-24-30 & 36 months after date, and

Whereas, the execution of these presents was a condition precedent to said loan.

Now Therefore in consideration of the premises and the sum of Five (\$5) dollars paid the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, the said Thomas W. Bladds and Ellen Bladds have bargained and sold and by these presents do grant and convey unto the party of the second part its successors and assigns in fee-simple all the following described property:

First: All that lot of ground situated in West Annapolis in lot 8 of block 7 of the plat of West Annapolis which was conveyed to the said Thomas W. Bladds by J. West Aldridge by deed dated June 29th. 1892 and recorded among the land records of Anne Arundel County in Liber S. H. No. 41, folio 446.

Secondly: All that lot of ground known as lot No. 6, in block 7 of the plat of West Annapolis which was conveyed to the said Thomas W. Bladds by Elizabeth Giddings et al, by deed dated the 22nd day of July, 1907 and recorded among the land records aforesaid, in Liber G. W. No. 53, folio 377.

Thirdly: All that lot of ground in West Annapolis situated at the intersection of Claude Street and Severn Avenue with a frontage of 50 feet and a depth of 150 feet, which was conveyed to the said Thomas W. Bladds by Louis Baer and wife, by deed dated August 8th. 1908, and recorded among the land records aforesaid, in Liber G. W. No. 61, folio 245.

The property hereby first conveyed being already subject to a mortgage of Seven Hundred (\$700) dollars dated October 25th. 1906, from the said party of the first part to the said party of the second part, recorded among

the Land Records aforesaid in Liber G. N., No. 50, folio 491.

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 St. Margaret's Westminster Parish in the Protestant Episcopal Diocese of Maryland, its successors and assigns forever.

Provided that if the said Thomas W. Bladds, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Six Hundred and Fifty 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 Thomas W. Bladds shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts 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 Thomas W. Bladds for himself, his heirs, personal representatives and assigns does 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 St. Margaret's Parish in the Protestant Episcopal Diocese of Maryland, its successors, and assigns, or James W. Owens 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 Anne Arundel 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, 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 Mortgagor for himself his personal representatives or assigns, or to whoever may be entitled to the same.

And the said Thomas W. Bladds for himself, his personal representatives and assigns, does 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 land to the amount of at least Six Hundred and Fifty dollars, and to cause the policy to be effected 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.

Witness the hands and seals of the said Mortgagors.

Test:

Eva M. Clark.

T. W. Bladds (SEAL)
Ellen Bladds (SEAL)
____ (SEAL)
____ (SEAL)

State of Maryland, Anne Arundel County to wit:
I hereby certify, that on this Fifth day of August in the year nineteen hundred and nine before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas W. Bladds and Ellen Bladds, the Mortgagors named in the foregoing Mortgage and each acknowledged the aforesaid Mortgage to be their several act. At the same time also appeared James W. Owens, Attorney for the Mortgagee and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and that he is the agent of the Mortgagee authorized to make this affidavit
(Notary's seal.) Eva M. Clark,
Notary Public.

Mortgages or Attorney's Bond.

Know All Men by these Presents,

That we, James W. Owens as principal and the Illinois Surety Company, a body corporate, duly incorporated under the laws of the State of Illinois, 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 said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors, or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 30th day of March in the year of our Lord, Nineteen Hundred and sixteen.

Whereas, The above bounden James W. Owens, by virtue of the power contained in two mortgages from Thomas W. Bladds and Ellen Bladds, his wife to The Vestry of St. Margarets, Westminster Parish in the P. E. Diocese of Maryland bearing date the 25th day of February 1906 and the 5th day of August, 1909 and recorded among the Land Records of Anne Arundel County in Liber G. W., No. 50, Folio 491 and in Liber G. W., No. 71, Folio 192 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 contained.

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

In Testimony Whereof, the above bounden James W. Owens has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of
Eva M. Clark.

James W. Owens (SEAL)
(SEAL)

Illinois Surety Company,
By George E. Pullman
Attorney in fact.

(Surety seal)

Attest as to Surety J. Paul Medford.

Report of Sale.

To The Honorable, The Judge of said Court:

James N. Owens, Attorney named in the mortgages in these proceedings filed respectfully states:

That he offered the property after due advertisement in the Evening Capital on April 8, 1916, at the Court House floor, without receiving a bid therefor.

That he has since held it at private sale and has not received any satisfactory bid therefor.

That he again advertised in the Evening Capital to be sold on Saturday November, 4, 1916, and appeared at the Court House floor in the City of Annapolis and there George W. Saffield, Auctioneer, again offered the property at public sale, offering it first in separate lots and receiving no satisfactory bid, he offered the three lots as a whole and sold the same to The Vestry of St. Margarets Westminster Parish at and for the sum of fifteen hundred and eighty dollars.

And the purchaser being the mortgagee will comply with the terms of sale.

All of which is respectfully submitted.

James N. Owens.
Attorney named in Mortgage.

State of Maryland, Anne Arundel County, to wit:
I hereby certify that on this 11th day of September in the year 1918, before me, a Deputy Clerk, of the Circuit Court for Anne Arundel County personally appeared James N. Owens, Attorney named in the mortgage, and made oath in due form of law that the sale above reported was fairly made and that the property brought all that he could obtain therefor.

Wm. N. Woodward,
Deputy Clerk.

To the Honorable, the Judge of said Court:

James N. Owens, Attorney named in the mortgages in these proceedings filed to make sale respectfully

reported that as will appear by the proceedings that the Real Estate was sold to the mortgagee.

That in anticipation of a sale to other parties said sale was not reported and ratified in view of the fact that the purchaser was negotiating for the sale of the property and since has sold it to Fred C. Greenwood.

And all of the parties here do desire that the said Fred C. Greenwood shall be substituted as purchaser.

James N. Owens Atty for Mortgagees and named in Mortgages.
Fred C. Greenwood Substituted purchaser.

Alex. S. Proskey
Secretary and Treasurer of St. Margarets' Westminster Parish in the Diocese of Maryland.

Ordered by the Court upon the foregoing agreement on this 13th day of September, 1918.

That Fred C. Greenwood be and is hereby substituted as purchaser of said Estate, in place of St. Margarets' Westminster Parish, and the Attorney is directed to make deed to him.

Robert Moss, A. J.

Order of the Court.

Ordered, by the Court this 13th day of September, 1918, that the sale made and reported by James N. Owens, Attorney, as aforesaid, be and the same is hereby finally ratified and confirmed, All the parties in interest having agreed to the immediate ratification of the same, and the Attorney is allowed the usual commissions and such expenses as he shall produce vouchers for to the Auditor.

Robert Moss, A. J.

We hereby agree to the immediate ratification of the foregoing reported sale,

Witness as to
Owens & Proskey Elsie Schenkel

James N. Owens (SEAL)
Attorney named in Mortgages.

Alex. S. Proskey (SEAL)
Secretary & Treasurer of St. Margarets' Westminster Parish of the Diocese of Maryland.

Witness as to
Fred C. Greenwood
Jno. J. Hoagies
Superintendent
Military Branch Post Office
Norfolk, Va.

Fred C. Greenwood (SEAL)
Substituted Purchaser.

Petition to Court to appoint a special Auditor.

To The Honorable, the Judge of said Court:

James W. Owens, Auditor, states to the Court that he is disqualified to state the account in the above entitled case and therefore prays the Court to appoint a Special Auditor in that case.

James W. Owens.
Auditor.

Ordered by the Court that J. L. Smith be and is hereby appointed Special Auditor to state the account in the above entitled case but before proceeding to do so, he shall take oath required of the regular Auditor of this Court.
Sept. 6, 1918. Robert Moss, A. J.

I, Jerry L. Smith, in the presence of Almighty God, do solemnly swear that I will state the account and make the report in the above entitled case without fear, favor, prejudice, or partiality.

Jerry L. Smith,
Special Auditor.

Subscribed and sworn before me on this 6th day of September, nineteen hundred and eighteen.
Robert Moss, A. J.

Auditor's Report.

To the Honorable, the Judges of said Court:
The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, all of which is respectfully submitted.

Jerry L. Smith
Special Auditor.

| | | | | | | | |
|-----------|--|------------|-----------|------------|-----------------|--|------------|
| Nov. 1916 | In the Matter of The Mortgage of Thos. N. Bladds in ac. with James N. Owens, Attorney; | | | | | | |
| Nov. 16 | To the Attorney for his commissions | | | 82 80 | 1916 Nov. 16 | By proceeds of sale of real estate as per Report filed | 16 80 00 |
| | To the Attorney for expenses, viz: | | | | | | |
| | " Advertising Exchange Capital | \$ 38 12 | | | | | |
| | " Auctioneer (C. H. S.) | 11 00 | | | | | |
| | " Premium on Bond | 10 00 | \$ 59 12 | | | | |
| | To the Attorney for Court costs, viz: | | | | | | |
| | " Solicitor | \$ 10 00 | | | | | |
| | " Clerk of Court | 12 00 | | | | | |
| | " Auditor | 9 00 | \$ 31 00 | | | | |
| | To State & County taxes as follows, viz: | | | | | | |
| | " " " " " for 1913 | \$ 38 65 | | | | | |
| | " " " " " " 1914 | 39 75 | | | | | |
| | " " " " " " 1915 | 39 85 | | | | | |
| | " " " " " " 1916 | 38 60 | \$ 156 85 | | | | |
| | To St. Margaret's Church, mortgage, this amount on account of mortgage claim filed | | | \$ 1350 23 | | | |
| | | | | \$ 1680 00 | | | \$ 1680 00 |
| | To St. Margaret's Church for principal of mortgage | \$ 1350 00 | | | | | |
| | " Interest | 111 75 | | | | | |
| | By this amount allowed supra | \$ 1461 75 | | | | | |
| | | 1350 23 | | | | | |
| | Balance due ----- | \$ 111 52 | | | | | |

We hereby agree to the immediate ratification of the within Auditor's account this 6th day of September, 1918.

James N. Owens - Attorney for mortgagors
and all named in mortgage.
Fred C. Greenwood - Purchaser.

Alex. S. Proskoy Secretary & Treasurer of St. Margaret's Westminster Parish of the Diocese of Maryland.

In the Circuit Court for Anne Arundel County.

Ordered by the Court, this 13th day of September, 1918, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, all parties in interest having agreed to same, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Moss, A.J.

In The Matter of the Sale of
the Mortgaged Real Estate of
Samuel N. Brooks and wife.

No. 4227 Equity
In the Circuit Court for
Anne Arundel County.

This Mortgage, made this 9th day of September, in
the year Nineteen hundred and fourteen, between Samuel
N. Brooks and Florence E. Brooks, his wife, of Anne
Arundel County, Maryland, mortgagors, and the Annapolis
and Eastport Building Association, of the City of Annapolis,
Maryland, a body corporate under the laws of said State,
Mortgagee.

Whereas, the said Samuel N. Brooks and wife, being
the holder of ten shares of unredeemed stock of said Ass-
ociation and a member thereof, have received from it an
advance of Five hundred dollars, which is the full pro-
value of said ten shares of stock when fully paid up and
completed, in the contemplation of the object and purposes
of said Association, and in order to secure the full pay-
ment of said ten shares of stock to said Association in
accordance with its present constitution, said mortgagors
have agreed to execute this mortgage - The execution hereof
being a condition precedent to said advance being made
by said Association.

Now therefore, This Mortgage witnesseth, That in consider-
ation of the premises and the sum of one dollar, the
said Samuel N. Brooks and Florence E. Brooks, his wife,
do hereby grant and convey unto the said Annapolis and
Eastport Building Association, its successors and assigns,

All those two lots, or parcels of ground, situate in
the Second Election District of Anne Arundel County,
Maryland, in the village of Eastport, on the southwest
side of Fifth Street, fronting thereon 144 feet, with a
uniform depth of 165 feet. Being the same lots of
ground which were conveyed to the said Samuel N.
Brooks, Jr., by Harry C. Mahon and wife, by deed of June
17th, 1907, recorded among the Land Records of Anne
Arundel County, in Liber G. N., No. 56, folio 234.
The first lot described in said deed having been

conveyed to the said Harry C. McLeon by James Berell, and wife by deed of May 10th, 1904, recorded among the aforesaid Land Records in Liber G. N., No. 37, folio 57; and the secondly described lot being the same which was conveyed to the said Harry C. McLeon by Emory F. Lane and wife by deed of the 11th day of July, 1902, recorded among the aforesaid Land Records, in Liber G. N., No. 26, folio 313.

Together with the buildings and improvements thereupon, and all the rights, roads, ways, waters, privileges, appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described parcel of ground and premises unto and to the use and benefit of said Amapolis & Eastport Building Association, its successors and assigns forever.

Provided, that if the said Mortgagors shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this mortgage shall be void.

And the said mortgagors for themselves, their heirs, executors, administrators and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows, viz: to pay to the said mortgagee, its successors and assigns, on the principal sum, the weekly sum of One dollar and fifty cents being Fifteen cents on each share, every Saturday night in each week regularly and promptly, for the period of four years from the date hereof, or until the aggregate of said weekly payments so made, shall, exclusive of all losses and liabilities and fines and penalties imposed, amount to the said advanced sum of Five hundred dollars, and to pay as interest on said advanced sum on every Saturday night during said period, the further weekly sum of six cents on each of said shares of stock, the said weekly interest of six cents ceasing on each share only when the par value thereof (fifty dollars) clear of all losses and liabilities, fines and penalties, shall have been repaid.

To pay all ground rent, taxes and assessments of all kinds for which the hereby mortgaged property now is or may hereafter become liable when payable.

To pay all fines and penalties that may be imposed on the said Samuel W. Brooks and wife, by the said Association in accordance with its charter, constitution and by-laws which are made a part of this mortgage, for failure to pay each and every of said weekly sums at the time limited, or perform any other obligations required

of them hereunder, or under said constitution and by-laws; and to keep the buildings on said lot of ground insured against loss or damage by fire to at least the amount of Five hundred dollars, and have the policy of insurance so endorsed or assigned that the same shall inure to the benefit of said mortgagee, its successors or assigns, in the event of loss or damage, to the extent of its or their claim hereunder.

The said weekly payments shall continue to be made as herein specified, and the covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said mortgagors, during the continuance of this mortgage, exclusive of all fines, penalties and liabilities imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

And it is agreed that until default be made in the premises, the said mortgagors may use and occupy the hereby mortgaged property.

But if default be made in the payment of any of the said weekly sums of money, and continue for the period of three months, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagors, or either of them, then the whole mortgage debt hereby intended to be secured, shall be deemed due and demandable, and the said mortgagee, its successors or assigns, or Winson G. Gatt, its authorized attorney and solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and to convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel county - which terms shall be such as the party making the sale shall elect - and the proceeds of such sale shall be applied, first, to the payment of all expenses of the sale, including a fee of twenty-five dollars, and a commission to the party making the sale of

said property, usually allowed trustees for making sale of property by virtue of a decree of a Court of Equity jurisdiction, in the State of Maryland; secondly, to the payment of all taxes and other public dues or debts charged against said property to the day of sale; then to the payment of all claims and demands of said mortgage, whether then matured or not, and the balance, if any, to be paid to the said mortgagor, or whosoever may be entitled to the same.

Witness the hands and seals of the mortgagors.

| | | |
|-------------------------------|---|---|
| Arthur B. Wheatley Test: - | { | Samuel N. Brooks _____, (SEAL) |
| | | Florence E. Brooks _____, (SEAL) <small>her mark</small> |
| | | _____ (SEAL) |

State of Maryland, Anne Arundel County, to wit:-

I hereby certify, that on this 9th day of September, in the year Nineteen hundred and fourteen, before me, a Notary Public of the State of Maryland, in and for the county aforesaid personally appeared Samuel N. Brooks and Florence E. Brooks, his wife, and acknowledged the foregoing mortgage to be their act.

And at the same time also personally appeared George C. Barton, the President of the Annapolis and Eastport Building Association, and made oath in due form of law that the consideration named in the foregoing mortgage, is true and bona fide as therein set forth.

Witness my hand and notarial seal,
Arthur B. Wheatley,
Notary Public.

This Mortgage, made this 21st day of April, in the year Nineteen hundred and fourteen, between Samuel N. Brooks and Florence E. Brooks, his wife, of Anne Arundel County, Maryland, mortgagors, and the Annapolis and Eastport Building Association, of the City of Annapolis, Maryland, a body corporate under the laws of said State, mortgagee. Whereas, the said Samuel N. Brooks and wife being the holder of twenty-four shares of unredeemed stock

of said Association and a member thereof, have received from it an advance of Twelve hundred dollars, which is the full par value of said twenty-four shares of stock when fully paid up and completed, in the contemplation of the object and purposes of said Association and in order to secure the full payment of said twenty-four shares of stock to said Association in accordance with its present constitution, said mortgagors have agreed to execute this mortgage - the execution hereof being a condition precedent of said advance being made by said Association.

Now therefore, this Mortgage witnesseth, that in consideration of the premises and the sum of one dollar, the said Samuel N. Brooks and Florence E. Brooks, his wife, do hereby grant and convey unto the said Annapolis and Eastport Building Association, its successors and assigns,

All those two lots, or parcels of ground, situate in the Second Election District of Anne Arundel County, Maryland, in the Village of Eastport, on the southwest side of Fifth Street, fronting thereon 144 feet, with a uniform depth of 165 feet. Being the same lots of ground which were conveyed to the said Samuel N. Brooks Jr., by Harry C. McLeon and wife, by deed of June 17, 1907, recorded among the Land Records of Anne Arundel County, in Liber G. N. No. 56, folio 234. The first lot described in said deed having been conveyed to the said Harry C. McLeon by James Russell and wife, by deed of May 10, 1904, recorded among the aforesaid Land Records, in Liber G. N. No. 37, folio 57; and the secondly described lot being the same which was conveyed to the said Harry C. McLeon by Emory F. Lane and wife by deed of the 11th day of July, 1902, recorded among the aforesaid Land Records in Liber G. N. No. 26, folio 313.

Together with the buildings and improvements thereupon, and all the rights, roads, ways, waters, privileges appurtenances thereto belonging or in anywise appertaining. To have and to hold the above described parcel of ground and premises unto and to the use and benefit of

said Annapolis and Eastport Building Association, its successors and assigns forever.

Provided, That if the said mortgagors shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this mortgage shall be void.

And the said mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows, viz: to pay to the said mortgagee, its successors and assigns, on the principal sum, the weekly sum of Three dollars and sixty cents being Fifteen cents on each share every Saturday night in each week regularly and promptly, for the period of four years from the date hereof, or until the aggregate of said weekly payments so made, shall, exclusive of all losses and liabilities and fines and penalties imposed, amount to the said advanced sum of Twelve hundred dollars, and to pay as interest on said advanced sum on every Saturday night during said period, the further weekly sum of six cents on each of said shares of stock, the said weekly interest of six cents ceasing on each share only when the par value thereof (fifty dollars) clear of all losses and liabilities, fines and penalties, shall have been repaid.

To pay all ground rent, taxes and assessments of all kinds for which the hereby mortgaged property now is or may hereafter become liable when payable.

To pay all fines and penalties that may be imposed on the said Samuel N. Brookes and wife, by the said Association in accordance with its charter, constitution and by-laws, which are made a part of this mortgage, for failure to pay each and every of said weekly sums at the time limited, or perform any other obligations required of them hereunder, or under said constitution and by-laws, and to keep the buildings on said lot of ground insured against loss or damage by fire to at least the amount of Twelve hundred dollars, and have the policy of insurance so endorsed or assigned that the same shall enure to the benefit of said mortgagee, its successors or assigns, in the event of loss or damage, to the extent of its or their claim hereunder.

The said weekly payments shall continue to be made as herein specified, and the covenants shall remain in force.

until the aggregate of the weekly sums aforesaid paid by said mortgagors, during the continuance of this mortgage, exclusive of all fines, penalties and liabilities imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

And it is Agreed that until default be made in the premises, the said mortgagors may use and occupy the hereby mortgaged property.

But if default be made in the payment of any of the said weekly sums of money, and continue for the period of three months, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagors, or either of them, then the whole mortgage debt hereby intended to be secured; shall be deemed due and demandable, and the said mortgagee, its successors and assigns, or Winson G. Gott, its authorized attorney and solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and to convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel county - which terms shall be such as the party making the sale shall elect - and the proceeds of such sale shall be applied, first, to the payment of all expenses of the sale, including a fee of twenty-five dollars and a commission to the party making the sale of said property, usually allowed trustees for making sale of property by virtue of a decree of a Court of Equity jurisdiction, in the State of Maryland; secondly, to the payment of all taxes and other public dues or debts charged against said property to the day of sale; then to the payment of all claims and demands of said mortgagee, whether then matured or not, and the balance, if any to be paid to the said mortgagors or whosoever may be entitled to the same.

Witness the hands and seals of the mortgagors,
Test: - { Saml. W. Brooks, (seal)
Florence E. Brooks, (seal)
mark, (seal)
Thomas A. Gott.

State of Maryland, Anne Arundel County, to wit:-

I hereby certify, that on this 21st day of April in the year Nineteen hundred and fourteen, before me, a Notary Public, of the State of Maryland, in and for the county aforesaid personally appeared Samuel W. Brooks and Florence E. Brooks, his wife, and acknowledged the foregoing mortgage to be their act.

And at the same time also personally appeared George C. Barton, the President of the Annapolis and Eastport Building Association, and made oath in due form of law that the consideration named in the foregoing mortgage, is true and bona fide as therein set forth.

Witness my hand and notarial seal,

Thomas A. Gott.
Notary Public.

Attorney's Bond.

Know all men by these presents, that we, Winson G. Gott, of Annapolis, Maryland, as principal, and The Maryland Casualty Company of Baltimore, Maryland, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of Four thousand dollars (\$4,000.00), to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 10th day of July 1917.

Whereas, the above bounden, Winson G. Gott, by virtue of the power contained in two mortgages from Samuel W. Brooks and Florence E. Brooks, his wife, to the Annapolis & Eastport Building Association, one dated April 21, 1914, recorded among The Land Records of Anne Arundel County in Liber G. N. No. 105, folio 160, and the other dated Sept. 9, 1914, recorded among the aforesaid Land Records in Liber G. N. No. 113, folio 1, is authorized and empowered to sell the property described in said mortgages in case of default being made in

any of the covenants contained therein; and

Whereas, such default has occurred and the said Winson G. Gott is about to execute the power vested in him in said mortgages.

Now, The Condition of the Above Obligation is such, That if the above bounden does and shall abide by and fulfill any order or decree which 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
Thomas G. Gott,

Winson G. Gott. (SEAL)
The Maryland Casualty Company
By Charles F. Lee.
Agent.

Countersigned Winson G. Gott
Attorney-in-fact

Statement of Mortgage Debt.

| | |
|--|--------------|
| April 20/14, - To loan, - - - - - | \$ 12 00. 00 |
| Sept, 9/14, - " " , - - - - - | 5 00. 00 |
| Total amount of loans, - - - - - | \$ 17 00. 00 |
| Less amount paid, as per passbook, - - - - - | 3 81. 60 |
| Balance due on principal - - - - - | \$ 13 18. 40 |
| Interest due to July 28/17, - - - - - | 53. 46 |
| Fine, - - - - - | 2. 70 |
| Total amount due - - - - - | \$ 13 74. 56 |

Report of Sale.

To The Honorable, the Judges of said Court: -

The report of Winson G. Gott, the Attorney named in the mortgages filed in these proceedings, to make sale of said real estate, respectfully shows: -

That the said mortgages being in default, and after giving bond, with approved security, and after having complied with all the pre-requisites, as required by law, in such cases made and provided, and after having given notice of the time, place, manner and terms of sale, by advertisement inserted in the Evening

Capital, a daily newspaper published in Annapolis, Anne Arundel County, Maryland, at least three successive weeks before the sale, and also by handbills posted up at the Court House door, in the City of Annapolis, Maryland, and other conspicuous places, he did, pursuant to said notice, attend at the Court House door, in the City of Annapolis, Maryland, on the 26th day of July, 1917, at eleven o'clock A. M., and offered said property, mentioned in these proceedings, for sale as follows: The property having been divided into three lots, he first offered it separately, noting bids on each, and secondly, he offered the whole property for sale, but the highest bid that was received was Twenty-two hundred and seventy-five dollars (\$2275.00) which the said Attorney did not think a sufficient price, and he withdrew the property.

That since the said property was offered for sale, the said Attorney has sold all said property at private sale, on the 2nd day of August, 1917, to Nicholas J. Mandris and Louis H. Mandris, at and for the sum of Thirty-seven hundred dollars (\$3700.00)

A deposit of Two hundred and fifty dollars (\$250.00) has been received and the balance to be paid upon ratification of the sale by this Court.

A copy of the purchaser's agreement is attached herewith and made a part of this report.

The said Attorney believes that this is a good price for said property and prays this Court to ratify the said sale.

And, as in duty bound, etc.,

Winson G. Gott

Attorney named in said mortgages.

State of Maryland, Anne Arundel County, to wit: -
I hereby certify, that on this 3rd day of August, 1917, before me, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared the within-named Winson G. Gott, Attorney, and made oath, in due form of law, that the matters and things, stated in the foregoing report, are true, to the best

of his knowledge and belief, and that the sale, therein reported, was fairly made.

Wm. N. Woodward.

Deputy Clerk of the Circuit Court
for Anne Arundel County.

Order Nisi.

Ordered, by the Circuit Court for Anne Arundel County, in Equity, this 3rd. day of August, 1917, that the sale of the property, mentioned in these proceedings, made and reported by Winson G. Gott, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 4th. day of September, 1917;

Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the said 4th. day of September, 1917.

The report states the amount of the sale to be \$3700.00

Geo. Wells,

Clerk.

Mortgagee's Sale of valuable Real Estate,

Situate in the Village of Eastport, Second Election District of Anne Arundel County, Md.

By request and by virtue of the power of sale contained in two mortgages from Samuel W. Brooks and Florence E. Brooks, his wife, one dated April 21, 1914, recorded among the Land Records of Anne Arundel county, in Liber G. N. No. 105, folio 160, and the other dated Sept. 9, 1914, recorded among the aforesaid Land Records in Liber G. N. No. 113, folio 113, I will offer to public sale at the Court House door, in the City of Annapolis, Maryland, on Thursday, July 26th, 1917, at 11 o'clock A. M. all those lots of ground situate in the village of Eastport on the southwest side of Fifth Street, fronting thereon

144 feet with a uniform depth of 165 feet, being the lots of ground which were conveyed to the said Samuel N. Brooks, Jr. by Harry C. Medson and wife, by deed dated June 17, 1907, recorded among the aforesaid Land Records in Liber G. N., No. 56, folio 234, improved by a twelve-room dwelling and stable in the rear, cement sidewalk and paved driveway running back to the stable. This property is in an excellent location and a fine site for a home. The buildings are in good condition. A plat has been made of this property dividing it into three parcels - one to include the lot, dwelling and stable erected thereon and two vacant lots with a frontage of 48 feet and a depth of 168 feet.

Terms of sale: - One-third of the purchase money to be paid in cash on ratification of the sale, and the balance in six months from day of sale, the deferred payment to bear interest and to be secured to the satisfaction of the undersigned or all cash on ratification of the sale at the option of the purchaser. A deposit of \$250.00 will be required of the purchaser or purchasers, on the day of the sale, if sold as a whole. If not sold as a whole, a deposit of \$250.00 will be required on the lot, dwelling and stable, and \$100.00 each on the vacant lots.

For further particulars, apply to

Wmson G. Gott,

Attorney named in said Mortgage,
Annapolis, Md.

George W. Saffield, Auctioneer.

Purchasers' Agreement.

Annapolis, Md., August 2, 1917.

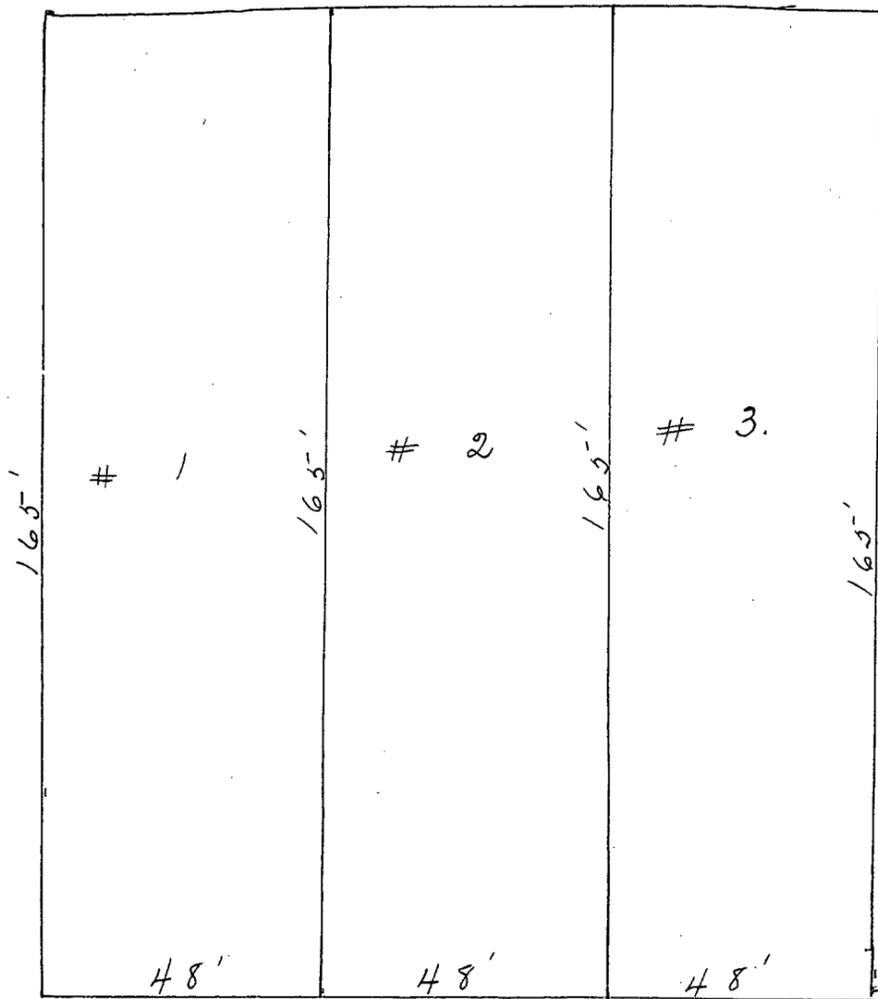
We hereby certify that we have purchased at private sale from Wmson G. Gott, Esq. Attorney-named in the within hand-bill, the property described therein, at and for the sum of Thirty-seven hundred dollars (\$3700.00), and we hereby agree to comply with the terms of the sale as mentioned in said handbill.

Witness our hands and seals.

Test:-

Nicholas J. Mandris, (SEAL)

Louis H. Mandris, (SEAL)



scale 1" = 30'
 J. Carson Boush.
 COUNTY SURVEYOR.

FIFTH ST.

Publisher's Certificate

Office of the Evening Capital, Mrs. N. Abbott, Editor.
 Annapolis, Md. Sept. 4 - 1917.

We hereby certify, That the advertisement Order nisi in the Estate of Samuel N. Brooks and wife, was published in the "Evening Capital", a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Maryland, once a week, for three successive weeks before the 4th day of Sept. 1917, the first insertion appearing on the 3rd day of August, 1917.

Mrs. N. Abbott, Estate.

Publisher.

Emma Abbott Gage,
 Mgr.

Ordered By The Court, this 5th day of September, 1917, that the sale made and reported by the Attorney aforesaid be and the same is, hereby Ratified and Confirmed, and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A. J.

Auditor's Report.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account in which he has distributed to Florence E. Brooks, the sole beneficiary under the last will and Testament of Samuel N. Brooks, deceased, the balance over and above costs and expenses and vested liens.

All of which is respectfully submitted.

James N. Owens.
Auditor.

In the matter of the sale of the mortgaged Real Estate of Samuel N. Brooks and wife. in ac. with Winson G. Gott, Attorney. Cr. 1917.

Mr. 1917
Aug. 2

| | | | | | |
|--|----------|-----------|-------|---|-----------|
| To The Attorney for his commissions | | \$141 00 | Aug 2 | By proceeds of sale of real estate as per Report filed. | \$3700 00 |
| To The Attorney for his expenses, viz: | | | | | |
| " Advertising, Evening Capital | \$ 27 50 | | | | |
| " " Order nisi this account | 4 00 | | | | |
| " Auctioneer (E. N. S.) | 16 00 | | | | |
| " Premium on Bond | 12 00 | | | | |
| " Surveyor (J. C. B) | 4 00 | \$63 00 | | | |
| To The Attorney for Court costs, viz: | | | | | |
| " Plaintiff's Attorney | \$ 10 00 | | | | |
| " Clerk of Court | 12 15 | | | | |
| " Auditor | 9 00 | \$31 15 | | | |
| To State & County taxes for 1916 | \$ 50 10 | | | | |
| " " " " " " 1917-1 mo. adjusted as per agreement, | 4 03 | \$54 13 | | | |
| To The Annapolis & Eastport Building Association in full of mortgage claim as per statement filed | | \$1374 56 | | | |
| To Florence E. Brooks, sole beneficiary under the last will and Testament of Samuel N. Brooks, deceased, this balance. | | \$2035 66 | | | |
| | | \$3700 00 | | | \$3700 00 |

In The Circuit Court for Anne Arundel County.

Ordered By The Court, this 18th day of Dec., 1917, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Moss, A.J.

In The Matter of the sale of
the Mortgaged Real Estate of
The Congregation of
Kenereth Yishrael

In The Circuit Court for
Anne Arundel County.

This Mortgage, Made this Second day of August in the
year Nineteen hundred and ten between The Trustees of the
Congregation Kenereth Yishrael (Assembly of Israel) of Annapolis,
Maryland, a corporation of Anne Arundel County, Maryland,
mortgagor-, and The Workingmen's Building and Loan Associ-
ation of Annapolis, Anne Arundel County, Maryland, a body
corporate under the laws of said State, mortgagee.

Whereas, the said Mortgagor being the holder of nineteen
shares of unredeemed stock of said body corporate and a
member thereof, has received from said body corporate an
advance of Twenty-four Hundred and Seventy dollars-, which
is the full par value of said Nineteen shares of stock
when fully paid up and completed, in the contemplation
of the object and purposes of said Association, and in
order to secure the full payment and completion of
said Nineteen shares of stock to said body corporate
in accordance with its present constitution, said mort-
gagor has agreed to execute this mortgage- the exe-
cution hereof being a condition precedent to said ad-
vance being made by said Association.

Now therefore, this Mortgage witnesseth, That in consider-
ation of the premises and the sum of one dollar, the
said The Trustees of the Congregation Kenereth Yishrael
(Assembly of Israel) of Annapolis, Maryland- do hereby
grant and convey unto said body corporate, The Working-
men's Building and Loan Association of Annapolis,
Anne Arundel County, Maryland, its successors and
assigns, all that lot or parcel of land situate on the
South West side of Duke of Gloucester Street in the City of
Annapolis, State of Maryland, being Lot No. 2 in the
partition of the estate of the late Edward Sparks as the
same was designated on the plat filed in No. 526 (O.S)
Equity Circuit Court for Anne Arundel County having a frontage
on said Street of Twenty Five feet and a depth of One hundred
and forty six feet more or less, and being the same lot.

or parcel of land which was conveyed to the Mortgagor by Frank H. Stockett, Attorney, by deed of even date with these presents and intended to be recorded among the Land Records for said Anne Arundel County prior hereto as by reference thereto will more fully appear.

Together with the buildings and improvements thereupon, and all the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

To have and to hold the above described parcel of ground and premises unto and to the use and benefit of The Workmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland, the mortgagee aforesaid, its successors and assigns.

Provided, That if the said mortgagor shall make the payments and perform each and every the covenants herein on its part to be made and performed, then this mortgage shall be void.

And the said mortgagor for itself, its successors and assigns, covenants with the said mortgagee, its successors and assigns, to pay and perform as follows, viz: to pay to the said mortgagee, its successors and assigns, on the principal sum, the weekly sum of Six dollars and Sixty-five cents (being thirty-five cents on each share) on every Saturday night in each week, regularly and promptly, for the period of ten years from the date hereof, or until the aggregate of said weekly payments so made, together with the said shareholder's accredited dividend of the profits of said Association shall, exclusive of all losses and liabilities, and fines and penalties imposed, amount to the said advanced sum of Twenty-four Hundred and Seventy dollars, and to pay as interest on said advanced sum on every Saturday night during said period, the further weekly sum of fifteen cents on each of said shares of stock, the said weekly interest of fifteen cents ceasing on each share only when the par value thereof, (one hundred and thirty dollars) clear of all losses and liabilities, fines and penalties, shall have been repaid.

To pay all ground rent, taxes and assessments of all

lands for which the hereby mortgaged property now is or may hereafter become liable when payable.

To pay all fines and penalties that may be imposed on the said Mortgagor, by the said Association in accordance with its charter, constitution and by-laws, which are made a part of this mortgage, for failure to pay each and every of said weekly sums at the time limited, or perform any other obligation required of it hereunder or under said constitution and by-laws; and to keep the buildings on said lot of ground insured against loss or damage by fire to at least the amount of Two Thousand dollars, and have the policy of insurance so endorsed or assigned that the same shall vest to the benefit of said mortgage, its successors or assigns, in the event of loss or damage, to the extent of its or their claim hereunder.

All of which weekly payments shall continue to be made as therein specified, and all of which covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said mortgagor, and the pro rata dividend of the profits of said Association, to which said shares of stock shall be entitled, exclusive of a due proportion of losses and liabilities sustained by said Association during the continuance of this mortgage, and the fines and penalties imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

And it is Agreed that until default be made in the premises, the said mortgagor may use and occupy the hereby mortgaged property.

But if default be made in the payment of any of the said weekly sums of money, and continue for the space of three months, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagor, then the whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said mortgagee, its successors or assigns, or Frank H. Stockett, its authorized attorney and solicitor is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least

twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County and which terms shall be such as the party making the sale shall elect. and the proceeds of such sale shall be applied, first, to the payment of all expenses of the sale, including the usual attorney's fee, and a fee of forty dollars to the said attorney or solicitor, or other party making the sale, or the commissions allowed and premium on bond; secondly, to the payment of all taxes and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said mortgage hereunder, whether then matured or not; and the balance to be paid to the said mortgagor, or whosoever may be entitled to the same.

And the said Corporation do hereby constitute and appoint Louis Katzin ^{of the city of} Annapolis to be its true and lawful Attorney for it and in its name and as its acts and deeds to acknowledge this instrument of writing to the intent that the same may be duly recorded.

Witness the hand of the mortgagor by its President and the corporate seal thereof attached by its secretary

The Trustees of the Congregation
Keness Yisrael (Assembly of Israel)
of Annapolis, Maryland, by

Test:-
 Louis Katzin - (Corporate Seal)
 Secy.

J. Hohberger,
 President.

Elizabeth A. Pehr.

State of Maryland, Anne Arundel County, Set.:

I hereby certify, that on this Second day of August in the year Nineteen hundred and ten, before me, a Notary Public - of the State of Maryland in and for Anne Arundel County, personally appeared Louis Katzin, the attorney named above and by virtue of the authority thereby conferred upon him acknowledged the foregoing mortgage to be the act of The Trustees of the Congregation Keness Yisrael (Assembly of Israel) of Annapolis, Maryland.

And at the same time also personally appeared Louis H. Pehr, The President of The Workingmen's Building and Loan

Association of Annapolis, Anne Arundel County, Maryland, mortgage, and made oath in due form of law that the consideration named in said foregoing mortgage, is true and bona fide as therein set forth.

Witness my hand and notarial seal.

Elizabeth A. Behr,

Notary Public.

Attorney's Bond.

Know all men by these presents,

That we, Frank H. Stockett, James M. Magruder and Matilda M.C. Brashears are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand 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, Administrators and Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this fourth day of October, Nineteen Hundred and Seventeen.

Whereas the above bounden Frank H. Stockett by virtue of the power conferred in a mortgage from the Trustees of the congregation Kenereth Yisrael of Annapolis, Maryland to the Workmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland, bearing date the second day of August, Nineteen Hundred and Ten and recorded among the Land Records of Anne Arundel County in Liber G. N., No. 75, folio 134 etc., and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Conditions of the above Obligations is such that if the above bounden Frank H. Stockett does and shall well and truly and faithfully performed 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

Hereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in Law.

In Testimony whereof the above named parties have hereunto signed their names and affixed their seals.

Signed, sealed and delivered in the presence of as to
Frank H. Stockett
Nannie S. Stockett
Laura C. Jickling
as to Matilda M.C. Brashears
James M. Magruder.

Frank H. Stockett (SEAL)
James M. Magruder (SEAL)
Matilda M.C. Brashears (SEAL)

Statement of Mortgage Debt of Kenereth Yichrael
(James P. Brashears)

| | | | |
|-------------|--------------------------------------|--|-------------------|
| 1910 | | | |
| July 27, | Amount advanced, 19 shares of stock, | | \$ 2470.00 |
| 1911 | | | |
| October 25, | " paid to date, on Principal, | | 276.35 |
| | " not repaid, " | | <u>2199.65</u> |
| | " due for Interest to Nov. 24, 1917, | | 33.15 |
| | " For Bonus to close account, | | 102.00 |
| | Total Debt, | | <u>\$ 2334.80</u> |

A true copy from the records.

F. J. Quinn
Secretary.

State of Maryland, Anne Arundel County, to wit:-
On this 25th day of October, Nineteen Hun-
dred and Seventeen before the subscriber, a Notary Public
of the State of Maryland in and for Anne Arundel
County, personally appeared F. J. Quinn, Secretary; and
made oath in due form of law that the annexed ac-
count as stated is just and true and he F. J. Quinn, Sec.
has not directly or indirectly received to his knowledge
any part or parcel of the money charged as due by
said account, or any security or satisfaction for the
same more than credit should be given for.

Sworn before, Nannie S. Stockett,
(Notary's seal) Notary Public.

To The Honorable The Judges,

The report of Frank H. Stockett, Attorney named in the mortgage in these proceedings filed respectfully, shows that after giving bond with security for the faithful discharge of the trust and having given more than three weeks notice of the time, place, manner and terms of sale by advertisement in The Advertiser Republican, a newspaper published in Anne Arundel County and by hand bills set up at the Court House door, did pursuant to said notice attend at the Court House door in the City of Annapolis at Eleven o'clock A. M. on Saturday the Third day of November, 1917, the place and time designated and then and there provided to sell the property mentioned in said mortgage consisting of all that lot or parcel of land situate on the South West side of Duke of Gloucester Street, being Lot No. 2 in the partition of the Estate of the late Edward Sparks as the same was designated on the plat filed in No. 526 C. S. Equity, Circuit Court of Anne Arundel County, having a frontage on said Street of twenty-five feet and a depth of one hundred and forty-six feet, more or less, and being the same lot or parcel of land which was conveyed to the mortgagors by Frank H. Stockett, Attorney, by deed dated the 2nd day of August, 1910 and recorded among the Land Records of said County in Liber G. N., No. 77, folio 215 &c.

The lot is improved by a three story frame dwelling situate No. 183 Duke of Gloucester Street, Annapolis, and sold the same to James M. Magruder at and for the sum of Twenty Six Hundred and Fifty Dollars, he being the highest bidder therefor, all of which is respectfully submitted.

Frank H. Stockett.

Attorney named in the mortgage.

State of Maryland, Anne Arundel County, to wit:-
I hereby certify that on this 19th day of November, 1917, before the subscriber, deputy clerk of the Circuit Court of Anne Arundel County personally appeared the above named Frank H. Stockett, Attorney named in the mortgage and

abovegoing report of sale and made oath in due form of law that the matter and things stated in the said report are true to the best of his knowledge and belief and that the sale was fairly made.

Wm. N. Woodward.

Deputy Clerk.

It is agreed that this sale be finally ratified by the consent of all the parties in interest without further delay.

Frank H. Stockett

Attorney named in mortgage.

Frank H. Stockett

Solicitor Workingmen's Building & Loan Association.

James M. Magruder.

Purchaser.

Public Sale of Lot and Dwelling, Annapolis, Md.

By virtue of authority contained in a mortgage from the Trustees of the Congregation Kevereth Yisrael, dated the 2nd day of August, nineteen hundred and ten, and recorded among the Land Records of Anne Arundel County, in Liber G. N., No. 75, folio 134^{re}, the undersigned, as the attorney named in the mortgage, will offer to public sale at the Court House door, in the City of Annapolis, Md., on Saturday, November 3rd. 1917 at 11 o'clock A. M.

All the real estate in said mortgage mentioned, consisting of all that lot of ground situate on the south west side of and known as No. 183 Duke of Gloucester street, Annapolis, Maryland, and described as follows:

All that lot or parcel of land situate on the south west side of Duke of Gloucester street, being lot No. 2 in the partition of the estate of the late Edward Sparks as the same was designated on the plat filed in No. 526 (A & S) Equity, Circuit Court of Anne Arundel County, having a frontage on said street of twenty-five feet and a depth of one hundred and forty-six feet, more or less, and being the same lot or parcel of land which was

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conveyed to the mortgagors by Frank H. Stockett, attorney, by deed dated the 2nd day of August, nineteen hundred and ten, and recorded among the Land Records of said Anne Arundel county, in Liber G. N., No. 77, folio 215, &c.

The lot is improved by a three-story frame dwelling and is a desirable residence.

Terms of Sale:- One-half of the purchase money to be paid in cash on the day of sale or ratification thereof by the Court, and the balance in six months from the day of sale, or all cash on the ratification of sale, at the option of the purchaser.

For further particulars inquire of

Frank H. Stockett.

Attorney named in Mortgage.

I hereby certify that on this 3rd day of October, 1917, I sold the property mentioned in the within-handbill, known as No. 183 Duke of Gloucester Street, Annapolis, to James M. Magruder at and for the sum of Two Thousand, Six Hundred and Sixty (\$2660.00) Dollars he being then and there the highest bidder for the same.

J. Roland Brady.

Notary Public.

The undersigned having become the purchaser of the within-described property this 3rd day of November, Nineteen Hundred and Seventeen at public sale at and for the sum of Twenty-six Hundred and Sixty Dollars, hereby agreed to comply with the terms of his said purchase.

James M. Magruder.

Ordered this 19th day of November, Nineteen Hundred and Seventeen that the sale within reported, be and the same is hereby finally ratified and confirmed upon the consent of all parties in interest endorsed herein.

The attorney is allowed not exceeding the usual commissions and such proper expenses as he may produce vouchers to the Auditor

Robert Moss, A. J.

Auditor's Report.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account which is self explanatory.

All of which is respectfully submitted

James W. Owens.

Auditor.

In the matter of the sale of the mortgaged Real Estate of the Congregation of Kenereth Yisraell.

In ac. with Frank H. Stockett

Attorney.

abr.

| | | | | | |
|---|-------|----|------------|------------------------------|------------|
| To the attorney in lieu of commission | | | \$ 60 | Nov. 3. Proceeds of the sale | \$ 2660.00 |
| To the attorney for court costs | | | | | |
| " " Solicitor | \$ 10 | 00 | | | |
| " " Clerk of the court | 9 | 80 | | | |
| " " Auditor | 4 | 50 | | | |
| | | | \$ 23 30 | | |
| To attorney for expenses | | | | | |
| " Advertiser (A. G. Advertiser) | \$ 10 | 00 | | | |
| " Auctioneer (J. P. Brady) | 6 | 00 | | | |
| | | | \$ 16 00 | | |
| To taxes as follows | | | | | |
| " State and county taxes for 1913 | \$ 42 | 05 | | | |
| " " " " " " 1914 | 42 | 90 | | | |
| " " " " " " 1915 | 43 | 55 | | | |
| " " " " " " 1916 | 42 | 70 | | | |
| " " " " " " 1917 adjusted | 13 | 87 | | | |
| Annapolis city taxes for 1916 | 30 | 48 | | | |
| " " " " " " 1917 | 9 | 73 | | | |
| | | | \$ 225 28 | | |
| To the Workingmen's Bld. & Loan Association mortgage in full of mortgage & interest | | | \$ 2334 42 | | |
| | | | \$ 2660 00 | | \$ 2660 00 |

It is agreed that this account be ratified without further delay.

Frank H. Stockett.

Attorney named in mortgage.

Frank H. Stockett.

Solicitor N.B. & L. Ass.

In the matter of the Sale of
The mortgaged Real Estate of
Alice T. Brown.

No. 4276 Equity
In the Circuit Court for
Anne Arundel County.

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This Mortgage, made this Twenty-first day of March in the year nineteen hundred and eighth by Alice T. Brown and Charles T. Brown, her husband of Anne Arundel County, in the State of Maryland, of the first part, and the Annapolis Savings Institution, a body corporate, of Annapolis, Maryland, of the second part, witnesseth:

Whereas, the parties of the first part here this day received by way of loan an advance from the said Savings Institution of the sum of Four Thousand Dollars for the payment whereof five years after date the parties of the first part here passed to said Savings Institution their promissory note of even date herewith, and for the payment of the semi-annual interest on said principal sum received, the said parties of the first part here also passed to the said Savings Institution their ten other promissory notes of even date herewith, each being for the sum of One Hundred Dollars and payable at intervals of six months each; and whereas the execution of these presents to secure the payment of the aforesaid notes was a condition precedent to said loan;

Now This Mortgage Witnesseth, that in consideration of the premises, and of the sum of one dollar, the parties of the first part here bargained and sold, and by these presents do grant and convey unto The Annapolis Savings Institution, its successors and assigns, in fee simple, the following property, situate in the Third Election District of Anne Arundel County, Maryland, viz:

All that tract of land containing two hundred and twelve acres, near Magothy River, which by deed dated May 3rd 1894, and recorded in the Land Records of Anne Arundel County in Liber S. H., No. 47, folio 22, was conveyed to the said Alice T. Brown by Robert Moss, Trustee. It being the farm known as the "Home Farm" upon which the late Captain James Wilson, deceased, resided for many years prior to his death and of which the said Captain James

Wilson died, seized, and possessed, and which under proceedings duly had in the Circuit Court for Anne Arundel County in the case of Elvira L. Cox et al. vs. Mary A. Cudlip et al. No. 1643 Equity in said Court was sold by the said Robert Moss, Trustee to the said Alice V. Brown and conveyed to her by the aforesaid deed of May 3rd 1894; the aforesaid proceedings being duly recorded among the Equity Records of Anne Arundel County in Liber G. N., No. 44, folio 192. The property hereby conveyed being a part of two tracts of land that were conveyed to the said James S. Wilson by Treborn G. Waters, Executor & Trustee by deed dated the 17th day of October 1850 and recorded in the Land Records of Anne Arundel County in Liber J. H. N. No. 5, folio 256. The said property together with other property of the said James Wilson having been by him subdivided into various tracts, the property hereby conveyed being now bounded on the south by the public road and on the north by the property formerly owned by Alfred A. Stinchcomb and recently conveyed by him to Miss Speers known as "Piney Neck" and on the east by the property of Samuel T. Wilson and the farm known as the Cooke farm, and on the west by Mill Creek, a branch of Magothy River, and the property of Mrs. Elvira L. Cox, and having as appurtenance to the said estate the right of way to the wharf on Blinding Creek through the property of the said Samuel T. Wilson.

Together with the buildings and improvements thereon and all the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, together with the right to the use of said wharf.

To have and to hold the above described property unto and to the proper use and benefit of The Annapolis Savings Institution, its successors and assigns forever.

The parties of the first part do hereby covenant and agree with the party of the second part that the parties of the first part will do and perform as follows, during the existence of this mortgage:

(a) To notify the mortgagee within five days in case the

property hereby mortgaged is vacated or from any cause becomes unoccupied.

(B) To pay all taxes, assessments, public dues and charges of every kind levied or assessed or to be levied or assessed, on the property hereby mortgaged, and on the mortgage debt intended to be secured hereby.

(C) To pay the mortgage debt secured and the interest thereon promptly, according to the tenor of the aforesaid promissory notes.

(D.) To insure and keep insured in some Fire Insurance Company satisfactory to the mortgagee, its successors or assigns the buildings on the property hereby conveyed, and to cause said policy to be so framed, or endorsed, as in case of fire to insure to the benefit of the said mortgagee to the extent of Four Thousand Dollars, and to deliver to the mortgagee the fire insurance policy and all renewals thereof.

(E.) To keep the improvements on the land hereby conveyed in good repair, committing no waste and suffering none to be committed.

(F.) To open an account within six months from the date of these presents with the Annapolis Savings Institution in the name of Alice T. Brown use of the Annapolis Savings Institution and to deposit to the credit of said account at least the sum of One Hundred Dollars annually, the said deposit to be applied toward the liquidation of the mortgage debt hereby secured when due, or when this mortgage is in default, at which time the said Savings Institution is hereby authorized to apply said money toward the satisfaction of the claim due on this mortgage.

(G.) And it is agreed that until default be made under this mortgage the mortgagors shall possess the aforesaid property, and the mortgagors hereby covenant to notify the mortgagee in writing of the sale of the property hereby conveyed immediately upon a sale thereof, in which event the mortgagee reserves the right to demand payment of its mortgage debt.

(H.) Lease is hereby given to the mortgagors to pay off this debt in whole or part in sums not less than one hundred dollars at any time after one year from date upon the payment of at least one year's interest and the

current interest up to the interest due date next following the date of such partial payment.

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns shall well and truly pay the aforesaid sum of Four Thousand Dollars together with the semi-annual interest thereon reserved, according to the tenor of the aforesaid promissory notes, and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

But if default be made in the 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 Annapolis Savings Institution, its successors or assigns, by James M. Munroe, its 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 manner following viz: Upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed and published in Anne Arundel county, and such other notice as may be deemed expedient by the mortgagee or its Attorney, 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 an appearance fee and such other fee as may be allowed by the Court upon sufficient reason shown therefor; and the premium on any bond that may be given for the faithful execution of his trust by the party making the sale. Second, to the payment of a commission to the party making the sale of said property at the rate allowed

This Mortgage, made this Twenty-first day of December, in the year nineteen hundred and twelve by Alice T. Brown and Charles N. Brown of Anne Arundel County, in the State of Maryland, of the first part, and The Annapolis Savings Institution, a body corporate, of Annapolis, Maryland, of the second part, witnesseth:-

Whereas the parties of the first part are now justly and bona fide indebted to the Annapolis Savings Institution in the sum of Three Thousand Dollars, balance due on their note of March 21st, 1908 for the sum of Four Thousand Dollars payable to the said Savings Institution secured by mortgage of even date therewith recorded in the Land Records of Anne Arundel County in Liber G. N. No. 32, folio 467; And whereas the parties of the first part have received from the said Savings Institution an additional advance in the sum of Seven Hundred Dollars, for the payment whereof five years after date the parties of the first part have passed to the said Savings Institution their promissory note of even date herewith. And whereas all interest on the said sum of Three Thousand Dollars has been paid up to the date of these presents, the parties of the first part have accordingly passed to the said Savings Institution their ten promissory notes each for the sum of One Hundred and eleven dollars, payable at intervals of six months, being for the semi-annual interest on the said indebtedness of Thirty-seven Hundred Dollars aforesaid, And whereas the execution of these presents was a condition precedent to said further loan,

Now This Mortgage Witnesseth, that in consideration of the premises, and of the sum of one dollar, the parties of the first part have bargained and sold, and by these presents do grant and convey unto The Annapolis Savings Institution, its successors and assigns, in fee simple, the following property, situate in the Third Election District of Anne Arundel County, Maryland, viz:-
All that tract of land containing two hundred and twelve acres, near Magothy River, which by deed dated

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May 3rd 1894 and recorded in the Land Records of Anne Arundel County in Liber S. H. No. 47, folio 22, was conveyed to the said Alice V. Brown by Robert Moss, Trustee. It being the farm known as the "Home Farm" upon which the late Captain James Wilson, deceased, resided for many years prior to his death, and of which the said Capt. Wilson died, seized and possessed, and which under proceedings duly had in the Circuit Court for Anne Arundel County in the case of Elvira L. Coz et al. vs. Mary A. Cudlip, et al. No. 1643 Equity in said Court was sold by the said Robert Moss, Trustee to the said Alice V. Brown and conveyed to her by the aforesaid deed of May 3rd 1894; the aforesaid proceedings being duly recorded among the Equity Records of Anne Arundel County in Liber G. N. No. 44, folio 192. The property hereby conveyed being a part of two tracts of land that were conveyed to the said James S. Wilson by Freeborn G. Waters, Executor and Trustee by deed dated the 17th day of October, 1850 and recorded in the said Land Records of Anne Arundel County in Liber J. H. N., No. 5, folio 256; the said property together with other property of the said James Wilson having been by him subdivided into various tracts; the property hereby conveyed being now bounded on the South by the public road, and on the North by the property formerly owned by Alfred A. Strickcomb, and conveyed by him to Miss Speers, known as "Piney Neck" and on the East by the property of Samuel J. Wilson, and the farm known as the Cooke farm and on the West by Mill Creek a branch of Magothby River, and the property of Mrs. Elvira L. Coz, and having as appurtenances to the said estate the right of way to the wharf on Dividing Creek through the property of the said Samuel J. Wilson.

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

To have and to hold the above described property unto and to the proper use and benefit of The Savings Institution, its successors and assigns forever.

The parties of the first part do hereby covenant and agree with the party of the second part that the parties of the first part will do and perform as follows, during the existence of this mortgage:

(A.) To notify the mortgagee within five days in case the property hereby mortgaged is vacated or from any cause becomes unoccupied.

(B.) To pay all taxes, assessments, public dues and charges of every kind levied or assessed or to be levied or assessed, on the property hereby mortgaged, and on the mortgage debt intended to be secured hereby.

(C.) To pay the mortgage debt hereby secured and the interest thereon promptly, according to the tenor of the aforesaid promissory notes.

(d.) To insure and keep insured in some Fire Insurance Company satisfactory to the mortgagee, its successors or assigns the buildings on the property hereby conveyed, and to cause said policy to be so framed, or endorsed, as in case of fire to insure to the benefit of the said mortgagee to the extent of Four Thousand, and to deliver to the mortgagee the fire insurance policy and all renewals thereof.

(E.) To keep the improvements on the land hereby conveyed in good repair, committing no waste and suffering none to be committed.

(F.) And it is agreed that until default be made under this mortgage the mortgagors shall possess the aforesaid property, and the mortgagors hereby covenant to notify the mortgagee in writing of the sale of the property hereby conveyed immediately upon a sale thereof, in which event the mortgagee reserves the right to demand payment of its mortgage debt.

(H.) Leave is hereby given to the mortgagor to pay off this debt in whole or part in sums not less than one hundred dollars at any time after one year from date upon payment of at least one year's interest and the current interest note and in consideration of the privilege to make partial

payments the mortgagor hereby agrees to pay the current interest up to the interest due date next following the date of such partial payment. 353

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns shall well and truly pay the aforesaid sum of Thirty-seven Hundred Dollars together with the semi-annual interest thereon reserved, according to the tenor of the aforesaid promissory notes, and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

But if default be made in the 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 Annapolis Savings Institution, its successors or assigns, by James M. Munroe, its 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 manner following viz: Upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed and published in Anne Arundel county, and such other notice as may be deemed expedient by the mortgagee or its Attorney, 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 an appearance fee and such other fee as may be allowed by the Court upon sufficient reason shown therefor; and the premium on any bond may be given for the faithful execution of his trust by the party making the sale. Second to the payment of a commission to the party making the sale of said property at the rate allowed to trustees.

for making sales under decree of the Circuit Court for Anne Arundel County, in Equity. Third to the payment of all claims of the said mortgagee, its successors or assigns under this mortgage whether the same shall have matured or not, and the surplus, if any there be, to be paid to the said mortgagors their personal representatives or assigns, or to whomever may be entitled to the same, and in event of default under this mortgage and advertisement of the property for sale and settlement of the claims of mortgagee before sale the mortgagors shall pay all costs and expenses and an appearance fee, and one-half the commissions as above provided, said commissions to be calculated on the amount of the mortgage debt and interest and to be not less than twenty-five dollars.

Witness the hands and seals of the said mortgagors.

Test:-

Juliet H. Strahorn

{ Alice T. Brown (SEAL)
C. N. Brown (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this Twenty-first day of December in the year nineteen hundred and twelve before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared Alice T. Brown and Charles N. Brown, her husband, and each acknowledged the foregoing mortgage to be their act, ~~and~~ now at the same time, before me personally appeared, also, Eugene Northington, the Cashier and Secretary of The Annapolis Savings Institution the within named mortgagee and made oath, in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is the Cashier and Secretary of the within named mortgagee and duly authorized to make this affidavit.

(Notary's seal)

Juliet H. Strahorn
 Notary Public.

This Mortgage, Made This Twenty-first day of December in the year nineteen hundred and thirteen by Alice V. Brown and Charles W. Brown of Anne Arundel county, in the State of Maryland, of the first part, and The Annapolis Savings Institution, a body corporate, of Annapolis, Maryland, of the second part witnesseth:

Whereas the parties of the first part are now justly and bona fide indebted to The Annapolis Savings Institution in the sum of Thirty-seven Hundred Dollars, balance due upon their promissory notes to the said Savings Institution secured by their two mortgages dated respectively the 21st day of March, 1908, and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 32, Folio 467, on the 21st day of December in the year 1912, and recorded as aforesaid in Liber G. N. No. 95, Folio 94, upon which all interest has been paid to the 21st day of December, 1913. And whereas the said Savings Institution has made a further advance to the parties of the first part of the sum of Fifteen Hundred Dollars, for the payment whereof five years after date the parties of the first part have passed to the said Savings Institution their promissory note dated the 21st day of December, 1913, payable five years after date, and have also passed to the said Savings Institution their ten promissory notes each for the sum of One Hundred and Fifty-six Dollars, all dated the 21st day of December, 1913, payable at intervals of six months and being for the semi-annual interest on the said total sum of Fifty-two Hundred Dollars secured as aforesaid by said mortgages.

Now This Mortgage Witnesseth, that in consideration of the premises, and of the sum of one dollar, the parties of the first part have bargained and sold, and by these presents do grant and convey unto The Annapolis Savings Institution, its successors and assigns, in fee simple, the following property, situate in the Third Election District of Anne Arundel County, Maryland, viz: All that tract of land containing Two hundred and twelve acres, near Magothy River, which by deed dated May 3rd, 1894 and recorded in the Land Records

of Anne Arundel County in Liber S. H. No. 47, Folio 22, was conveyed to the said Alice V. Brown by Robert Moss, Trustee, it being the farm known as the "Home Farm" upon which the late Capt. James Wilson, deceased, resided for many years prior to his death, and of which the said Capt. Wilson died, seized and possessed, and which, under proceedings duly recorded among the Equity Records of Anne Arundel County in Liber G. N. No. 44, Folio 192. The property hereby conveyed being a part of two tracts of land that were conveyed to the said James S. Wilson by Freeborn G. Waters, Executor and Trustee by deed dated the 17th day of October, 1850 and recorded in the said Land Records of Anne Arundel County in Liber G. N. No. 5, Folio 256; the said property, together with other property of said James Wilson having been by him subdivided into various tracts; the property hereby conveyed being now bounded on the South by the public road; and on the North by the property formerly owned by Alfred A. Stinchcomb, and conveyed to him by Miss Spers known as "Piney Neck", and on the East by the property of Samuel T. Wilson, and the farm known as the "Coke Farm", and on the West by Mill Creek a branch of Magothy River, and the property of Mrs. Elvira L. Cox and having as appurtenances to the said estate the right of way to the wharf on Fork Creek through the property of the said Samuel T. Wilson.

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

To have and to hold the above described property unto and to the proper use and benefit of The Annapolis Savings Institution, its successors and assigns forever.

The parties of the first part do hereby covenant and agree with the party of the second part that the parties of the first part will do and perform as follows, during the existence of this mortgage:

(A.) To notify the mortgagee within five days in case the property hereby mortgaged is vacated or from any cause

becomes unoccupied.

(B.) To pay all taxes, assessments, public dues and charges of every kind levied or assessed or to be levied or assessed, on the property hereby mortgaged, and on the mortgage debt intended to be secured hereby.

(C.) To pay the mortgage debt hereby secured and the interest thereon promptly, according to the tenor of the aforesaid promissory notes.

(D.) To insure and keep insured in some Fire Insurance Company satisfactory to the mortgagee, its successors or assigns, the buildings on the property hereby conveyed, and to cause said policy to be so framed or endorsed, as in case of fire to insure to the benefit of the said mortgagee to the extent of Four Thousand Dollars, and to deliver to the mortgagee the fire insurance policy and all renewals thereof.

(E.) To keep the improvements on the land hereby conveyed in good repair, committing no waste and suffering none to be committed.

(F.) And it is agreed that until default be made under this mortgage the mortgagors shall possess the aforesaid property, and the mortgagors hereby covenant to notify the mortgagee in writing of the sale of the property hereby conveyed immediately upon a sale thereof, in which event the mortgagee reserves the right to demand payment of its mortgage debt.

(G.) Leave is hereby given to the mortgagor to pay off this debt in whole or part in sums not less than one hundred dollars at any time after one year from date upon payment of at least one year's interest and the current interest note and in consideration of the privilege to make partial payments the mortgagors hereby agrees to pay the current interest up to the interest due date next following the date of such partial payment.

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns shall well and truly pay the aforesaid sum of Five Thousand Two Hundred Dollars together with the semi-annual interest thereon received, according to the tenor of the aforesaid promissory notes, and shall per-

from all the covenants herein on their part to be performed then this mortgage shall be void.

But if default be made in the payment of said money or the interest thereon to accrue, or any part of either one of them at the times 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 Annapolis Savings Institution, its successors or assigns, by James M. Munroe, its 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 manner following viz: Upon giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed and published in Anne Arundel county, and such other notice as may be expedient by the mortgagee or its Attorney, 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 an appearance fee and such other fee as may be allowed by the Court upon sufficient reason shown therefor; and the premium on any bond that may be given for the faithful execution of his trust by the party making the sale. Second, to the payment of a commission to the party making the sale of said property at the rate allowed to trustees for making sales under decree of the Circuit Court for Anne Arundel county, in Equity. Third, to the payment of all claims of the said mortgagee, its successors or assigns under this mortgage whether the same shall have matured or not, and the surplus, if any there be, to be paid

Mortgage Notes.

\$ 156.-

Annapolis, Md. Dec. 21-1913.

Four years after date we promise to pay
To The Annapolis Savings Institution,
One Hundred and Fifty-six Dollars.

At Annapolis Savings Institution, Annapolis, Md.

Value Received Secured by Mortgage of even date.

Received
July 10th 1914

Alice V. BrownC. N. BrownNo. 8date Dec. 21- '17.\$ 156.-

Annapolis, Md. Dec. 21-1913.

Four years and six months after date we promise to pay
To The Annapolis Savings Institution,

One Hundred and fifty-six Dollars

At Annapolis Savings Institution, Annapolis, Md.

Value Received Secured by Mortgage of even date.

Alice V. BrownC. N. BrownNo. 9date June 21- '18.\$ 156.-

Annapolis, Md., Dec. 21-1913.

Five years after date we promise to pay
To The Annapolis Savings Institution,

One Hundred and fifty-six Dollars.

At Annapolis Savings Institution, Annapolis, Md.

Value Received Secured by Mortgage of even date.

Alice V. BrownC. N. BrownNo. 10.date Dec. 21- '18.\$ 1500.-

Annapolis, Md., Dec. 21-1913.

Five years after date we promise to pay
To The Annapolis Savings Institution

Fifteen Hundred Dollars.

At Annapolis Savings Institution, Annapolis, Md.

Value Received Secured by Mortgage of even date.

Alice V. BrownC. N. BrownNo. —date Dec. 21- '18.

\$ 700. —

Annapolis, Md., Dec. 21-1912.

Five years after date we promise to pay
To The Annapolis Savings Institution
Seven Hundred Dollars,

At Annapolis Savings Institution, Annapolis, Md.
Value Received Secured by Mortgage of even date.
Alice V. Brown
C. W. Brown

No. Date Dec. 21 / 12.

\$ 4000.00

Annapolis, Md., March 21, 1908.

Five years after date we promise to pay
To The Annapolis Savings Institution,
Four Thousand Dollars,

At Annapolis Savings Institution, Annapolis, Md.
Value Received Secured by Mortgage of even date.
Alice V. Brown
C. W. Brown

No. 11. Date March 21, 1913.

Attorney's Bond.

Know All Men By These Presents, That we, James M. Munroe of Annapolis, Anne Arundel County, Maryland, as principal and the National Surety Company, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 19th day of March, in the year of our Lord, 1918.

Whereas, the above bounden James M. Munroe by virtue of the power contained in three mortgages from Alice V. Brown and Charles W. Brown, her husband to The Annapolis Savings Institution, a body corporate, bearing dates, 21st day of March, 1908; 21st day of December, 1912 and 21st day of December, 1913 and recorded among The Land Records of Anne Arundel County as follows: Liber G. D. No. 32, folio 467. Liber G. D. No. 95, folio 94 and Liber G. D. No. 65, folio 107, has sold the land

and premises described in said mortgages default having been made in the payment of the money as specified, and in the conditions and covenants therein contained, and by virtue of an order of the Circuit Court for Anne Arundel County, in Equity, this bond is given Nunc Pro Tunc.

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

In Testimony Whereof, the above bounden James M. Munroe has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered
in the Presence of

John M. Green

James M. Munroe (SEAL)

National Surety Company.

As to Surety

Laurence T. Fauble.

By George Pullman

John M. Green
Attorney in fact.

Report of Sale.

To the Honorable, the Judges of said Court:

The report of James M. Munroe, the Attorney named in the mortgages filed in this case, to make sale of the property therein mentioned in case of default thereunder, respectfully shows,

That the said mortgages being in default the said Attorney did in execution of the powers of sale therein, and at the request of the said Alice T. Brown, mortgagor, advertised said property at public sale in the Advertiser-Republican, a newspaper published weekly at Annapolis, Maryland, for more than three weeks before the day of sale, thereby giving

notice of the time, place, manner and terms of sale. And hoping that a good price might be obtained for said property and thinking that there might be persons in Harford County whose lands are about to be taken by the United States Government, who might be attracted by the advertisement of said property, he also advertised said property for sale in the Aegis, a weekly newspaper published in Bel-Air, in said County, and he also advertised the said property in the Baltimore Sun and in the Baltimore Evening News, and pursuant to said advertisements of sale he did attend in person at the Court House door in the City of Annapolis, on Tuesday March 5th 1918, at eleven o'clock A. M. and then and there did offer said property at public sale, there being a large number of persons present and after considerable bidding he sold the same at and for the sum of nine thousand five hundred dollars (\$9,500.00) to Carey L. Meredith, he being then and there the highest bidder therefor.

He further shows that he excepted from the sale a small strip of land detached from the main body of the farm, bounded by the lands of one Albrecht and of Samuel J. Wilson, and the waters of a pond making in to the land from the Magothy River.

He further shows that he inadvertently omitted to file the bond required in such cases before making sale of said property, and he prays the leave of the Court to now file a bond in such penalty as the Court may prescribe "non pro tunc". And he also files herewith a written memorandum of the said sale signed by the purchaser.

All of which is respectfully submitted.

James M. Munroe
Atty. named in mortgage.

State of Maryland, Anne Arundel County, Sct;
I hereby certify that on this 19th day of March in the year 1918, before me, the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared the above named James M. Munroe, Attorney named in the mortgages files in this case, and made oath in due form of law that the matters and things set forth

in the foregoing report of sale are true as therein stated, and that the sale was fairly made.

Wm. Martin Brady,
Deputy Clerk of the Circuit Court.

Order of Court in Reference to Bond.

Ordered by the Circuit Court for Anne Arundel County, in Equity, this 19th day of March, 1918, that James M. Munroe attorney named in the mortgages filed in this case, have leave, as prayed to file his Bond as required by sec. 7 of article 66 of the Code, title Mortgages Name Pro Sure, said bond to be as the penalty of Ten Thousand Dollars.

Robert Moss A. J.

Mortgagee's Sale of Valuable Farm.

In the Third Election District of Anne Arundel County.

By virtue of the powers of sale contained in mortgages from Alice V. Brown and Charles W. Brown, her husband, to the Annapolis Savings Institution, the first dated the 21st day of March, 1908, and recorded in the Land Records of Anne Arundel County in Liber G. N. No. 32, folio 467 & c., the second dated the 21st of December, ¹⁹¹² and recorded in said Land Records in Liber G. N. No. 95, folio 94, & c., and the third dated the 21st day of December, 1913, and recorded in said Land Records in Liber G. N. No. 65, folio 107, & c., and at the request of the mortgagees the undersigned attorney named in the said mortgages to make sale of the property therein described, said mortgages being in default, will offer at public sale at the Court House door, in the City of Annapolis, on

Tuesday, March 5th, 1918 at 11 o'clock, A. M.

The following property:

All that tract or those tracts of land containing 212 acres near the Magothy river, which by deed dated the 31st of May, 1894, and recorded in the Land Records of Anne Arundel County, in Liber S. H. No. 47, folio 22 & c., was conveyed to Alice V. Brown by Robert Moss, trustee, being known as the "Home Farm" upon which the late Capt.

James Wilson resided for many years prior to his death, and which said property was conveyed to the said James Wilson by Freeborn G. Waters, Executor and Trustee, by deed of the 17th of October 1850, and recorded in the said Land Records in Liber J. H. N. No. 5, folio 256 &c. The said farm is bounded on the south by the public road and on the north by the property formerly owned by Alfred A. Stinchcomb, conveyed to said Stinchcomb by Miss Speers and known as "Piney Neck", and on the east by the property of Samuel T. Wilson and the farm lately known as the Cooke farm, on the west by Mill Creek, a branch of Maga-thy river, and the property formerly owned by Mrs. Elvira L. Cox and having as appurtenant thereto the right of way to the wharf of Dividing Creek through the property of the said Samuel T. Wilson. For more particular reference to title and description of the property see Equity case No. 1643, Elvira L. Cox, et al vs. Mary A. Cudlip et al., in the Circuit Court for Anne Arundel County. The farm is improved by a large brick house of nine rooms, in good condition. The 2 1/2 acres are practically all cleared with good orchards of peaches, apples and some pears. The farm is within two miles of Jones Station, on the Short Line R. R. Persons coming from Baltimore by way of the Boulevard, desiring to inspect this property, will inquire at Jones Station for more particular directions. A plat of this property will be made and may be seen at the office of the undersigned in due time before the sale.

Terms of Sale:- One-third cash on ratification of sale, balance in two equal installments payable, respectively, at one and two years from the day of sale, deferred payments to be secured by notes of the purchaser or purchasers with satisfactory sureties, and to bear interest from the day of sale. Or the purchaser may pay all cash on ratification on sale. A deposit of five hundred dollars will be required of the purchaser on the day of sale.

For further particulars inquire of the undersigned.

James M. Munroe
Atty. named in Mortgage.

Memorandum of Sale.

I have, this 5th day of March, 1918, purchased from James M. Munroe, Attorney, at public sale the property described on the attached advertisement at and for the sum of Ninety-five Hundred Dollars, (\$9500.00), and I hereby agree to comply with the terms of sale.

There is excepted, however, from said tract of land as advertised, a small lot of ground lying detached from the property mentioned in said advertisement bounded by the lands of Abrecht, Samuel T. Nilson, and a pond making in from the Magothy River, estimated to contain an acre of land, more or less.

C. L. Meredith.

March 23-1918.

I agree to the ratification of the above reported sale, upon the understanding that the lot mentioned in the memorandum of sale, signed by C. L. Meredith, is not to be included therein.

Test: Ethel T. Jickling

Alice V. Brown

Order Nisi.

Ordered, this 19th day of March, 1918, That the sale of the real estate mentioned in these proceedings, made and reported by James M. Munroe, Attorney,

Be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of April next.

The report states the amount of sales to be \$9,500.00.

Geo. Wells, Clerk.

Publisher's Certificate

Office of The Advertiser - Republican

Annapolis, Md., April 22 - 1918.

I hereby certify that the annexed Order Nisi in the matter of the Sale of the Mortgaged Real Estate of Alice V. Brown, No. 4276 Equity, was published in

The Advertiser-Republican, a newspaper published in the 367
City of Annapolis, once a week for three successive weeks be-
fore the 22nd day of April, 1918. The first insertion being made
the 21st day of March, 1918.

George T. Melvin.

Publisher.
C. H. J.

To the Honorable, the Judges of said Court,

We hereby agree to an abatement of the purchase money
of nine thousand, five hundred dollars as reported in At-
torney's report of sale in this case to the extent of two hun-
dred and forty-three dollars in view of the shortage in
acreage of the property sold in this case of about Eighteen
acres (18⁺) and we agree to the immediate ratification
of the said sale.

James M. Munroe

Attorney for Annapolis Savings Institution &
mortgages.

Alice V. Brown,

Owner of Property and Mortgagor.

Winson G. Gott,

Attorney for Purchaser.

Ordered By the Court, This 10th day of July, 1918,
that the sale made and reported by the Attorney afore-
said, 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; and the Atty.
allowed the usual commissions and such proper
expenses as he shall produce vouchers for the Auditor.
Robert Moss A. J.

Certificate of Survey.

Beginning for the same at a stone at the end of the
39th line of "Waters Security" Patented to Charles Waters
the 20th day of September, 1815 and recorded in the
Land Office of Maryland in Liber D. B. C. folio 252,
said stone being at the south east corner of "Great Piney
neck" conveyed by George Watts to Charles Waters by
deed dated the 10th day of May, 1816, and recorded
among the Land Records of Anne Arundel County

in Liber N. S. G. No. 4, folio 286, and running from thence and with the lines of said conveyance as corrected for variation - North $17^{\circ}30'$ West 40 perches thence North $72^{\circ}30'$ East, 49 perches thence North $14^{\circ}30'$ East and crossing Robinson's Pond 134 perches to a cedar post on the West side of said pond, thence South $65^{\circ}30'$ West 200 perches to Great Piney or Mill Creek, thence with said Creek and the lines of said conveyance South $16^{\circ}30'$ East $1\frac{1}{2}$ perches, South $40^{\circ}30'$ East 2 perches, South $54^{\circ}30'$ East 6 perches, South $0^{\circ}30'$ East $5\frac{3}{4}$ perches, South $31^{\circ}30'$ West 8 perches, South $8^{\circ}30'$ West, 10 perches, South $8^{\circ}30'$ East $2\frac{1}{2}$ perches, South $35^{\circ}30'$ East $5\frac{1}{2}$ perches South $66^{\circ}30'$ East $3\frac{1}{4}$ perches, South $4^{\circ}30'$ East 4 perches, South $25^{\circ}30'$ East 2 perches, South $11^{\circ}30'$ East 4 perches, South $13^{\circ}30'$ West $4\frac{1}{2}$ perches to the end of the 42nd line of "Waters Security" thence with said lines as corrected for variation South 58° West, 22 perches, North 45° West 3 perches, South 69° West 14 perches, North, 81° West, 6 perches, South 11° East 19 perches, South $77^{\circ}30'$ West 13 perches to the beginning of said "Waters Security", thence with the first line South $8^{\circ}45'$ West, 71 perches, to the center of the County Road leading from Jones Station on the Maryland Electric Railroad to Magothy River, thence with the center of said road South $78^{\circ}15'$ East $12\frac{1}{2}$ perches, South $71^{\circ}45'$ East $26\frac{3}{4}$ perches, North $67^{\circ}30'$ East, $30\frac{1}{4}$ perches, North $87^{\circ}45'$ East $15\frac{1}{4}$ perches, South $73^{\circ}15'$ East, $36\frac{1}{2}$ perches, South $58^{\circ}15'$ East, 22 perches, South $40^{\circ}45'$ East $17\frac{1}{4}$ perches to a locust post on the south side of said road at the end of the 26th line of the $109\frac{5}{8}$ tract conveyed by James S. Wilson to James Spriggs by deed dated 1st day of October, 1850, and Recorded in Liber J. N. No. 5, folio 295 one of the Land Records of Anne Arundel County, thence with said line the reverse thereof North $7^{\circ}30'$ East $107\frac{1}{2}$ perches to the place of beginning. Containing 194.5 acres of land more or less.

Excepting out of the above 2.13 acres and described as follows:

Beginning for the same a cedar post on the west side of Robinson's Pond at the end of third line said post

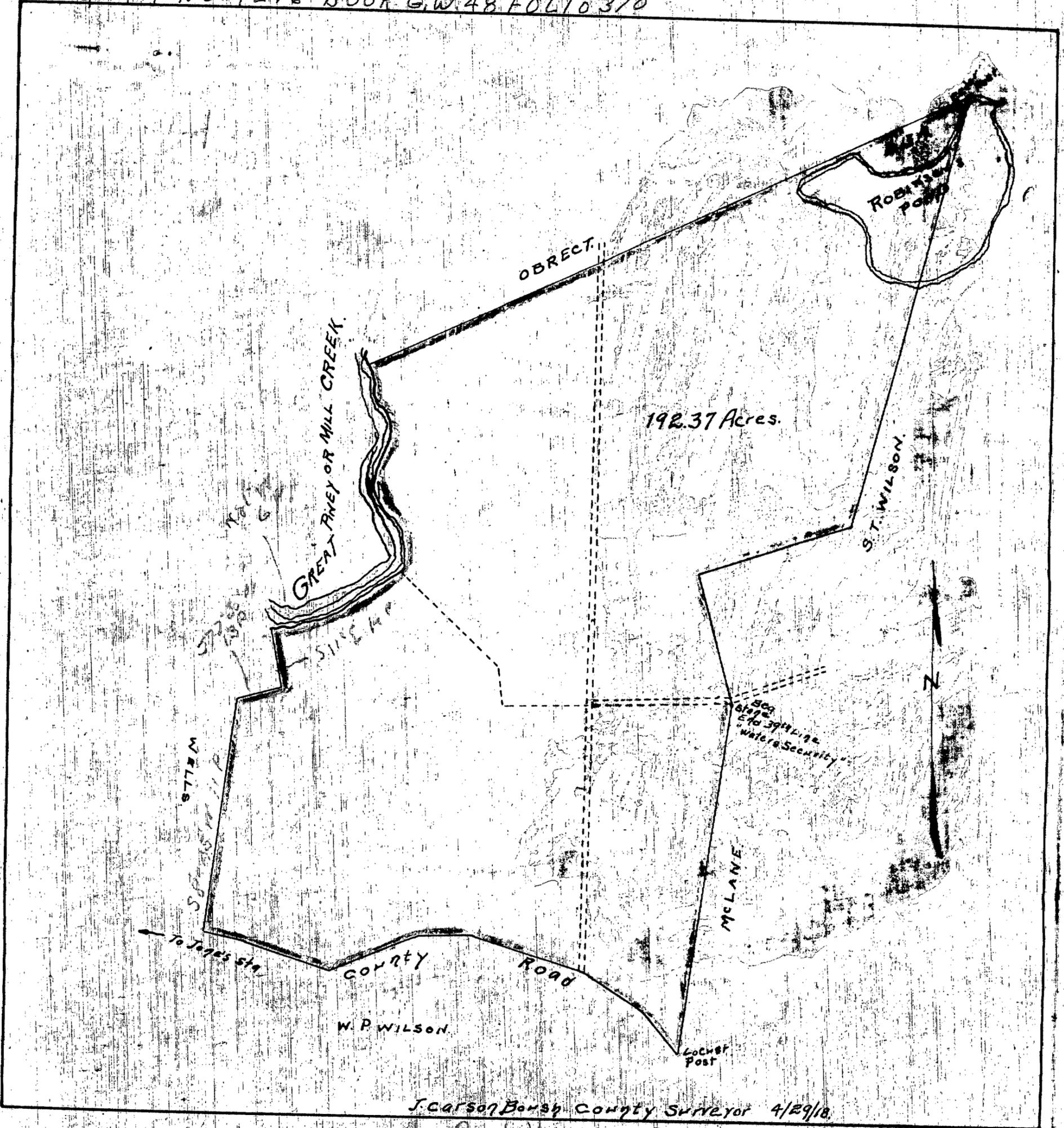
being a corner of the property now owned by Charles F. Abrecht, 369
and running from thence and with the line of said property
South $65^{\circ}30'$ West 656 feet, to a stake thence leaving the lines
of said property and running with the shore lines of said pond
South $49^{\circ}30'$ East 171.5 feet, North $83^{\circ}15'$ East 180 feet, North
 $68^{\circ}45'$ East 151 feet, North 28° East 330 feet to the place of
beginning. Containing 2.13 acres of land more or less.

It is hereby certified that the foregoing description is
the correct lines of title to the property known as the "Home Farm"
of the late James Wilson, as conveyed by Robert Moss, Trustee,
to Alice V. Brown on May 3rd, 1894, by deed recorded in
S. H. No. 47, folio 22, and from information received by
me, from adjoining owners of land, the lines of said
land as above set forth and the plat annexed herewith,
is the lines of the land, as held and possessed by the
said Alice V. Brown, since the execution and delivery
of above deed, and the same farm as held by her prede-
cessors in the title

Witness my hand this 29th day of April, 1918.

J. Carson Boush.
County Surveyor.

EQUITY NO. 4276 BOOK G.W. 48 FOLIO 370



J. CARSON BOND County Surveyor 4/29/18.

Brick House Farm

Auditors Report and Account.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, in which after allowing the attorney his commissions as provided in the mortgage, and his expenses and Court costs, taxes and proportion of fire insurance premium, he has distributed a balance in payment of the claim of the Annapolis Savings Institution, mortgagee, and in payment of certain judgments filed in the order of their priority, leaving balance due Alice V. Brown of Five Hundred fourteen Dollars and thirty five cents (\$514.35).

All of which is respectfully submitted.

James W. Owens.

Auditor.

nlv. 1918. The Mortgaged Real Estate of Alice V. Brown in ac. with James W. Owens, Attorney Cr.

| | | | | | | | | | | |
|-----------------------|---------------------------------------|----|-----|-------|--------|---|--|-----|--------|----|
| nlv. 1918. Mar. 5. | To The Attorney for his commission. | | | \$307 | Mar. 5 | Proceeds of sale | 9500 | 00 | | |
| | To The Attorney for his expenses viz: | | | | | less amount abated for shortage in acreage per agreement filed | 243 | 00 | \$9257 | 00 |
| | " Advertising (Baltimore News) | \$ | 7 | 50 | | | | | | |
| | " " (" Sun) | | 12 | 00 | | | | | \$9257 | 00 |
| | " " (Aegis) | | 5 | 00 | | To bal. for distribution | | | \$8171 | 24 |
| | " " (Advertiser - Republican) | | 20 | 00 | | | | | | |
| | " Plat | | 25 | 00 | | amt. of claim of Annapolis Savings Inst. for mtg. debt & interest | 5420 | 13 | | |
| | " Auctioneer | | 26 | 00 | | To Jos. J. Brennan judgment #88 | | | | |
| | " Order nisi on this ac | | 3 | 50 | \$99 | 00 | | | | |
| | To The Attorney for Court costs. | | | | | Trials Jan. 1915 bal. | 120 | 95 | | |
| | " Appearance fee | \$ | 10 | 00 | | To Armour Fertilizer Co. judgment 188 trials Jan 1915 | 533 | 62 | | |
| | " Clerk of Court | | 24 | 45 | | To Farmers National Bank judgment 86 trials Jan 1917 | 330 | 80 | | |
| | " Premium on Bond | | 40 | 00 | | To Farmers National Bank judgment 88 Tr. Jan. 1917 | 485 | 20 | | |
| | " Auditor | | 9 | 00 | \$83 | 45 | To Farmers National Bank judgment 98 Tr. Apr. 1917 | 299 | 95 | |
| | To State + County taxes for 1915 | \$ | 20 | 6 | 25 | To Annapolis Banking & Trust Co judgment 76 Tr. July 1917 | 144 | 90 | | |
| | " " " " " " 1916 | | 184 | 60 | | C. N. Robinson judgment 62 Tr. Jan. 1918 | 321 | 24 | | |
| | " " " " " " 1917 | | 177 | 05 | \$567 | 90 | To amt. remaining to Alice V. Brown | 514 | 35 | |
| | To Insurance | | | | \$27 | 80 | | | | |
| | To Balance for distribution | | | | \$8171 | 24 | | | \$8171 | 24 |
| | | | | | \$9257 | 00 | | | \$8171 | 24 |

Order Nisi on Auditor's Account

Ordered, this 25th day of July, 1918, That this day in the above entitled cause be ratified and confirmed, unless cause to the contrary hereof be shown on or before the 26th day of Aug. next, provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of August, next.

George Wells,
Clerk.

Office of The Advertiser-Republican, Annapolis, Md. Aug 27-1918.

I hereby certify that the annexed Order Nisi in the matter of the Sale of the mortgaged Real Estate of Alice V. Brown No. 4276 Equity was published in The Advertiser-Republican a newspaper published in the City of Annapolis, once a week for three successive weeks before the 26th day of August, 1918. The first insertion being made the 26th day of July, 1918.

George J. Melvin,
Publisher.

Ordered By the Court, this 29th day of August, 1918, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Moss A. J.

Statement of Judgments of Farmer's Nat'l. Bank allowed against mortgaged real estate of Alice V. Brown.

| | | |
|--------------------------------------|--------------|------------------|
| 1. No. 86 Trials January, term 1917. | | |
| Judgment for | \$ 267.62 | |
| Interest allowed | <u>22.49</u> | \$ 290.11 |
| 2. No. 88. Trials January term 1917. | | |
| Judgment for | \$ 400.00 | |
| Interest allowed | <u>33.20</u> | \$ 433.20 |
| 3. No. 98 Trials April term 1917. | | |
| Judgment for | \$ 251.00 | |
| Interest allowed | <u>16.95</u> | \$ 267.95 |
| | | <u>\$ 991.26</u> |

The credits as allowed in the Auditor's account include attorneys commissions and costs, and the balance remaining in my hands, after deducting the above amount, paid by check enclosed, is sufficient to pay the above named items of commissions and costs as allowed in said Auditor's account.

Recd of James M. Munroe, Atty., Nine hundred and ninety-one dollars and twenty-six cents (\$991.26) and applied same to payments of accounts of Alice V. Brown due Farmers National Bank.

L. H. Gassaway
Cashier.

Release of Alice V. Brown.

I, Alice V. Brown, do hereby acknowledge to have received from James M. Munroe, attorney, in the above entitled case, the sum of Five Hundred and Fourteen Dollars and Thirty-five cents (\$514.35) as my share in the proceeds of the sale in this case, as per the Auditor's Account filed in the case aforesaid.

In consideration whereof I do hereby release, exonerate and acquit the said James M. Munroe, Attorney as aforesaid, his heirs, executors, administrators and sureties, from all claims for and on account of the payment of the same, hereby acknowledging myself to be fully satisfied contented and paid.

Witness my hand and seal this 3rd day of Sept, 1918.

Alice V. Brown.

Release of The Annapolis Savings Institution.

Annapolis, Md., July 24th, 1918.

Mrs. Alice V. Brown

To The Annapolis Savings Institution, Mr.

Mar. 5. To amount of mortgage loan \$5200.00

To Interest on note from June 21st, 1917

to March 5th, 1918

220.13

\$5420.13

The Annapolis Savings Institution doth hereby acknowledge to have received from James M. Munroe, Attorney in the above entitled case, the sum of Five Thousand Four

Hundred and Twenty Dollars and thirteen cents (\$420.13) in full of its mortgage claim in said case, as allowed by the Auditor's account filed the 25th of July, 1918, in said case.

In consideration whereof the said Annapolis Savings Institution doth hereby release, exonerate, acquit and discharge the said James M. Munroe, Attorney, his heirs, executors, administrators and sureties from all claim for and on account of the payment of the same, hereby acknowledging itself to be fully contented, satisfied and paid.

Witness the name of the said Annapolis Savings Institution by Frank H. Stockett, its President, and its corporate seal attested by B. Allen Welch, Secretary and Cashier.

Attest

B. Allen Welch

Sec. & Cashier

(Corporate seal)

The Annapolis Savings Institution

By

Frank H. Stockett

President.

In the Matter of The Sale
of the mortgaged Real Estate of
George L. Hinton and Elizabeth
R. Hinton, his wife.

No. 4295 Equity
In The Circuit Court for
Anne Arundel County.

375

This Mortgage, made this 12th day of November in the year Nineteen hundred and fourteen, between George L. Hinton and Elizabeth R. Hinton, his wife, of Anne Arundel County, Maryland, mortgagors, and the Annapolis and Eastport Building Association, of the City of Annapolis, Maryland, a body corporate under the Laws of said State, mortgagee.

Whereas, the said George L. Hinton and wife being the holder of fifteen shares of unredeemed stock of said Association and a member thereof, have received from it an advance of Seven hundred and fifty dollars, which is the full par value of said fifteen shares of stock when fully paid up and completed, in the contemplation of the object and purposes of said Association, and in order to secure the full payment of said fifteen shares of stock to said Association in accordance with its present constitution, said mortgagors have agreed to execute this mortgage - the execution hereof being a condition precedent of said advance being made by said Association.

Now therefore, this Mortgage witnesseth, That in consideration of the premises and the sum of one dollar, the said George L. Hinton and Elizabeth R. Hinton, his wife, do hereby grant and convey unto the said Annapolis and Eastport Building Association, its successors and assigns,

All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, designated as lot No. 175 of Block 15, of the subdivision of the farm known as "Core of Cork Farm", as said farm was laid out and subdivided on a plat thereof made by E. Lacy Chinn, Surveyor, of the Records in the Office of the Circuit Court for Anne Arundel County, in Liber of C. B., No. 30, folio 390, among the Equity Records of said County, with a frontage of 250 feet, more or less, on Riverview Avenue and a depth therefrom of 806 feet, more or less, at its greatest depth, and adjoining

lot No. 176 of said Block, said lot, No. 175, containing 3.77 acres of land, more or less, as laid down on the said plat. Being the identical property described in a deed from the Farmers National Bank of Annapolis to the said George D. Hinton, dated October 31, 1914, recorded among the Land Records of Anne Arundel County, in Liber G. H., No. 110, folio 313. It being a part of the same property which was conveyed to the said The Farmers National Bank by J. Wirt Randall, Attorney, by deed dated July 31, 1895, and recorded among the aforesaid Land Records, in Liber J. C. B. No. 3, folio 189.

Together with the buildings and improvements thereupon, and all the rights, roads, ways, waters, privileges, appurtenances thereto belonging or in anywise appertaining.

To have and to hold the above described parcel of ground and premises unto and to the use and benefits of said Annapolis & Eastport Building Association, its successors and assigns forever.

Provided, That if the said mortgagors shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this mortgage shall be void.

And the said mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows, viz: to pay to the said mortgagee, its successors and assigns, on the principal sum, the weekly sum of One dollar and fifty cents being Ten cents on each share every Saturday night in each week regularly and promptly, for the period of four years from the date hereof, or until the aggregate of said weekly payments so made, shall, exclusive of all losses and liabilities and fines and penalties imposed, amount to the said advanced sum of Seven hundred and fifty dollars, and to pay as interest on said advanced sum on every Saturday night during said period, the further weekly sum of six cents on each of said shares of stock, the said weekly interest of six cents ceasing on

each share only when the par value thereof (fifty dollars) clear of all losses and liabilities, fines and penalties, shall have been repaid. 377

To pay all ground rent, taxes and assessments of all kinds for which the hereby mortgaged property now is or may hereafter become liable when payable.

To pay all fines and penalties that may be imposed on the said George L. Hinton and wife, by the said Association in accordance with its charter, constitution, and by-laws, which are made a part of this mortgage, for failure to pay each and every of said weekly sums at the time limited, or perform any other obligations required of them hereunder, or under said constitution and by-laws; and to keep the buildings on said lot of ground insured against loss or damage by fire to at least the amount of seven hundred and fifty dollars, and have the policy of insurance so endorsed or assigned that the same shall enure to the benefit of said mortgagee, its successors or assigns, in the event of loss or damage, to the extent of its or their claim hereunder.

The said weekly payments shall continue to be made as herein specified, and the covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said mortgagors, during the continuance of this mortgage, exclusive of all fines, penalties and liabilities imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

And it is agreed that until default be made in the premises, the said mortgagors may use and occupy the hereby mortgaged property.

But if default be made in the payment of any of the said weekly sums of money, and continue for the period of three months, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagors, or either of them, then the whole mortgage debt hereby intended to be secured; shall be deemed due and demandable, and the said mortgagee, its successors or assigns, or Wilson G. Gott, its authorized attorney and

solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and to convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel county - which terms shall be such as the party making the sale shall elect - and the proceeds of such sale shall be applied, first, to the payment of all expenses of the sale, including a fee of twenty-five dollars, and a commission to the party making the sale of said property usually allowed trustees for making sale of property by virtue of a decree of a Court of Equity jurisdiction, in the State of Maryland; secondly, to the payment of all taxes and other public dues or debts charged against said property to the day of sale; then to the payment of all claims and demands of said mortgagee, whether then matured or not, and the balance, if any, to be paid to the said mortgagors, or whosoever may be entitled to the same.

Witness the hands and seals of the mortgagors.

Test:-

Thomas A. Gott.

{ George L. Hinton (SEAL)
 { Elizabeth R. Hinton (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 12th day of November, in the year nineteen hundred and fourteen, before me, a Notary Public of the State of Maryland, in and for the county aforesaid personally appeared George L. Hinton and Elizabeth R. Hinton, his wife, and acknowledged the foregoing mortgage to be their act.

And at the same time also personally appeared George C. Barton, the President of the Annapolis and Eastport Building Association, and made oath in due form of law that the consideration named in the foregoing mortgage, is true and bona fide as therein set forth.

Witness my hand and notarial seal,

(Notary's seal)

Thomas A. Gott
 Notary public.

For value received we hereby assign the foregoing mortgage and the debt thereby secured to Elizabeth R. Hinton, this 26th day of February, 1918.

Attest:

The Annapolis and Eastport Building Association of the City of Annapolis, Maryland.

J. Paul Medford
Secretary-Treasurer
(Corporate seal)

By Geo. C. Barton
President

For value received I hereby assign the foregoing mortgage to Ridgely P. Melvin.

Witness my hand and seal this Second day of March, 1918.

Witness
Olivia Bright.

Elizabeth R. Hinton (SEAL)

Attorney's Bond.

Know All Men by these Presents, That we, Ridgely P. Melvin, of Anne Arundel County, State of Maryland - as principal and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand (\$2,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, one and each of our Heirs, Administrators, Successors or Assigns jointly and severally, firmly by these presents, sealed with our seals and dated this 29th day of March, in the year of our Lord, 1918.

Whereas the above bounden Ridgely P. Melvin by virtue of the power contained in a mortgage from George L. Hinton and wife to Annapolis & Eastport Building Association bearing date the twelfth day of November, 1914 and recorded among the mortgage records of Anne Arundel County in Liber G. N. No. 13, Folio 13 and duly assigned (short) under date of March 2, 1918, to said Ridgely P. Melvin for purposes of foreclosure - is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

The Condition of the above Obligation is such, that if the above bounden Ridgely P. Melvin do and shall well

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

In Testimony Whereof, the above bounden Ridgely P. Melvin has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney in Fact the day and year first herein above written.

Signed, sealed and delivered
in the presence of
Laura P. Jickling.

(Corporate seal)

Ridgely P. Melvin (SEAL)

Fidelity and Deposit Company of Maryland

By Ridgely P. Melvin
Atty. in Fact.

Report of Sale.

To The Honorable, The Judges of said Court:

The report of sale of Ridgely P. Melvin, Assignee of the mortgage filed in these proceedings, respectfully shows:

That after having duly given bond with approved security, and after having complied with all other pre-requisites of said mortgage and of the law for such cases made and provided, and after having given public notice for more than twenty days by advertisement inserted in the Advertiser-Republican, a newspaper printed and published in Anne Arundel County, Maryland, setting forth the time, place, manner and terms of sale, the said Assignee, in pursuance of said public notice, attended at the Court House door, in the City of Annapolis, Maryland, on Saturday, March 30th, 1918, at 11 o'clock, A. M., and then and there offered the property named in said mortgage for sale by public auction, and in due course sold said property to Elizabeth R. Hinton at and for the sum of Seven Hundred Dollars (\$700.00), she being at that figure the highest bidder therefor.

Said property being all that lot of ground, situ-

ated in the Second Election District of Anne Arundel County, 381
Maryland, about a fourth of a mile from the west end of
"Neems' Creek Bridge", which is designated as Lot No. 175 of Block
15 of the subdivision known as "Cove of Cork" farm, said plat
being recorded in Liber J. C. B. No. 30, folio 390 (Equity records of
said County), said lot having a frontage of two hundred and
fifty feet (250), more or less, on Riverview Avenue, and a
depth therefrom of eight hundred and six feet (806), more or
less, at its greatest depth, containing 3.77 acres of land, more or
less, as laid down on said plat.

Being the identical property conveyed unto the said
George L. Hinton by the Farmers National Bank of Annapolis,
by deed dated October 31, 1914, and recorded in Liber G. N.
No. 110, folio 313.

"Terms of Sale: A deposit of One Hundred Dollars
(\$100.00) will be required of the purchaser at the time of
sale, and the balance of the purchase money, with
interest thereon at the rate of six per centum per annum,
to be paid in cash upon the ratification of sale."

Ridgely P. Melvin
Assignee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 2nd day of April, 1918,
before the subscriber, a Deputy Clerk of the Circuit Court for
Anne Arundel County, personally appeared Ridgely P. Melvin,
assignee of the mortgage filed in these proceedings, and
made oath in due form of law that the matters and things
stated in the foregoing report of sale are true, and
that said sale was fairly made.

Wm. N. Woodward,
Deputy Clerk.

Order nisi

Ordered, this 2nd day of April, 1918, by the Circuit Court for
Anne Arundel County, in Equity, that the sale of the prop-
erty made and reported by Ridgely P. Melvin, Assignee,
be ratified and confirmed, unless cause to the contrary
thereof be shown on or before the 3rd day of May, 1918,
provided a copy of this order be inserted in some news.

paper published in Anne Arundel County once in each of three successive weeks before the 3rd day of May, 1918.

The report states the amount of sale to be \$700.00

George Wells,
Clerk.

Office of The Advertiser-Republican.

Annapolis, Md., May 3rd, 1918.

I hereby certify that the annexed Order nisi In the Matter of The Sale of The mortgaged Real Estate of George L. Hinton and Elizabeth R. Hinton, his wife, No. 4295 Equity, was published in The Advertiser-Republican a newspaper published in the City of Annapolis, once a week for three successive weeks before the 3rd day of May, 1918.

George J. Melvin
Publisher.
C. H. J.

Public Sale of Lot of Ground improved by two-story cottage, near west end of Weems' Creek Bridge.

Under and by virtue of the power of sale contained in a mortgage from George L. Hinton and Elizabeth R. Hinton, his wife, to the Annapolis and Eastport Building Association, dated November 12, 1914, and recorded among the Land Records of Anne Arundel County, in Liber G. N., No. 113, folio 13, and subsequently assigned to me for purposes of foreclosure, I will offer for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Saturday, March 30, 1918, at 11 o'clock A. M.

All of the property described in said mortgage, namely, all that lot of ground situated in the Second Election District of Anne Arundel County, Maryland, about one-fourth of a mile from the west end of Weems' Creek Bridge, which is designated as Lot No. 175th of Block 15 of the sub-division known as "Core of Cork farm," said plat being recorded in Liber J. C. D., No. 30, folio 390 (Equity records of said county), said lot having a frontage of 250 feet, more or less, on River view Avenue and a depth therefrom of 806 feet, more or less, at its greatest depth; containing 3.77 acres of land, more or less, as laid down on said plat. Being the identical property which was conveyed unto the said George L. Hinton by the Farmers National Bank of Annapolis by deed

dated October 31st, 1914, and recorded in Liber G. N. No. 110, folio 313.

The land is improved by a two-story frame cottage in good condition.

Terms of Sale: A deposit of \$100.00 will be required of the purchaser at the time of sale, and the balance of the purchase money, with interest thereon at the rate of six per centum per annum, to be paid in cash upon the ratification of the sale.

Ridgely P. Melvin,
Assignee.

Annapolis, Md., March 30th, 1918.

I hereby certify that I sold the within described property at the time, place and date in the advertisement to Elizabeth R. Hinton at and for the sum of Seven Hundred Dollars (\$700.00), she being at that figure the highest bidder for the same.

William H. Moss,
Auctioneer.

Ordered by the Court this 8th day of May, 1918, that the sale made and reported by Ridgely P. Melvin, Assignee, 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; and that ^{the} Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Robert Moss, A. J.

Auditor's Report and Account.

To the Honorable, the Judges of said Court:

The Auditor reports to The Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account, which is self explanatory.

All of which is respectfully submitted.

James D. Owens, Auditor.

Mr. The Mortgage Real Estate of George L. Hinton and Elizabeth R. Hinton, his wife in ac. with Ridgely P. Melvin, Assignee Cr. 1918

| | | | | | | |
|---|-----------|--|-----------|---------|-------------------------------------|-----------|
| To The Assignee for his commission | | | \$ 44 00 | Mar. 30 | By proceeds of sale of Real Estate. | \$ 700 00 |
| To the Assignee for Court Costs, viz: | | | | | | |
| " " Solicitor | \$ 10 00 | | | | | |
| " " Clerk of Court | 9 35 | | | | | |
| " " Auditor | 4 50 | | | | | |
| " Premium on Bond | 10 00 | | | | | |
| | | | \$ 38 85 | | | |
| To The Assignee for his expenses, viz: | | | | | | |
| " Advertising sale and Order Nisi | \$ 20 00 | | | | | |
| " " Order Nisi on this account | 3 50 | | | | | |
| " Auctioneers | 11 00 | | | | | |
| | | | \$ 34 50 | | | |
| To Mrs. Elizabeth R. Hinton, mortgage | | | \$ 587 65 | | | \$ 700 00 |
| Memorandum Mortgage claim Feb. 26, 1918 | \$ 682 49 | | \$ 700 00 | | | |
| Interest to March 30, 1918 | 4 01 | | | | | |
| | \$ 686 50 | | | | | |
| Amt. allowed supra | 587 65 | | | | | |
| Balance unpaid | \$ 98 85 | | | | | |

Ordered, this 3rd day of June, 1918, That the Report and Account of the Auditor, filed in the above entitled cause, be Ratified and Confirmed, unless cause to the contrary be shown on or before the 5th day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the fifth day of July next

Geo. Wells, Clerk.

Ordered By The Court, this 12th day of March, 1919, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received

Robert Moss, A. J.

In The Matter of the Sale
of the
mortgaged Real Estate of
Amelia G. Pinkney.

No. 4303 Equity
In the Circuit Court for
Anne Arundel County.

385

This Mortgage, Made this sixth day of November, in the year nineteen hundred and eleven, by and between Amelia G. Pinkney, unmarried, of the first part; and Margaret E. Gadd of the second part, both of the City of Annapolis, State of Maryland.

Whereas, on the first day of October, 1908, the said Amelia G. Pinkney borrowed the sum of Twelve Hundred Dollars (\$1200) from the said Margaret E. Gadd, and secured said loan by a mortgage of that date on the property hereinafter described, said mortgage being recorded among the Land Records of Anne Arundel County in Liber G. N. No. 61, folio 460; and Whereas on the fifth day of March, 1909, the said Amelia G. Pinkney borrowed from the said Margaret E. Gadd the further sum of One Thousand Dollars (\$1000), making the total indebtedness at that time Twenty-two Hundred Dollars (\$2200), and secured the same by a supplemental mortgage dated March 5, 1909, and recorded among said Land Records in Liber G. N. No. 66, folio 314; and Whereas the said mortgagor has this day received by way of loan from the said mortgagee the still further sum of Twelve Hundred Dollars (\$1200), making the total indebtedness Thirty-four Hundred Dollars (\$3400), being further evidenced by the promissory note of the said Amelia G. Pinkney for said sum, of even date herewith, and payable three years after date, with interest thereon at the rate of six per centum per annum, as evidenced by the six other promissory notes of the said Amelia G. Pinkney of even date herewith, each for the sum of One Hundred and Two Dollars (\$102), and payable respectively at succeeding intervals of six months from date; and Whereas it was a condition precedent to the granting of the aforesaid loan that these presents should be executed for the purpose of securing the payment of said notes, together with any or all renewals thereof or substitutes therefor at the times limited for the same.

Now, Therefore, This Mortgage Witnesseth, that in consideration of the premises and of the sum of Five Dollars (\$5.00) the said Amelia G. Pinkney does grant and convey unto the said Margaret E. Gadd, her heirs, and assigns, in fee simple, all that lot of ground situated on Market Space, in the City of Annapolis, Maryland, designated as Street Numbers 32 and 34 Market Space, which was conveyed to the said Amelia G. Pinkney by J. Wirt Randall and James M. Munroe, Trustees, by deed dated May 18 1898, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 10, folio 65, in which deed said property is particularly described by metes and bounds, courses and distances, and a plat of which lot, made by Louis Green, Surveyor, on March 22nd, 1898, is filed in Equity Cause No. 2011, in the Circuit Court for Anne Arundel County, said cause being entitled "In the Matter of the Trust Estate of Joseph S. M. Basil"; - said lot being laid out for two thousand five hundred and fifty-eight square feet of ground, and the improvements thereon consisting of a three story brick dwelling house and store, now tenanted by Philip Miller.

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 said Margaret E. Gadd, her heirs and assigns forever.

Provided that if the said Amelia G. Pinkney, her heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Thirty-four Hundred 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 Amelia G. Pinkney shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues, charges, mortgage debt and interest, the said Amelia G. Pinkney for herself and her heirs, personal representatives and assigns, does 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 Margaret E. Gadd, her personal representatives and assigns, or Ridgely P. Melvin, her or 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 Anne Arundel County, and such other notice as by the said 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 Twenty-five 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 matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, her personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for herself, her heirs, personal representatives and assigns, does 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 Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor for herself, her heirs, personal representatives and assigns does hereby covenant to pay; and the said Mortgagee, her personal representatives or assigns or Ridgely P. Melvin 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 the 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 Amelia G. Pinkney for herself and her heirs, 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, her personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, her personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, her personal representatives and assigns.

Witness the hand and seal of the said Mortgagor.

Amelia G. Pinkney (SEAL)

Test:

Horis M. Chase.

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this eighth day of November in the year nineteen hundred and eleven before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Amelia G. Pinkney the Mortgagor named in the foregoing mortgage and acknowledged the foregoing mortgage to be her act. At the same time also appeared Ridgely P. Melvin, the agent of the within named mortgagee, and made oath in due form of law that the consideration set forth in said mortgage, is true and bona fide as therein set forth, and that he is the agent of said mortgagee and duly authorized to make this affidavit. Witness my hand and seal notarial.

(Notary's seal)

Horis M. Chase
Notary Public.

I hereby assign the within Mortgage to Luther H. Gadd,
 Witness my hand and seal this 22nd day of May, 1915.

Test:

John G. Cullen

Margaret E. Gadd - (SEAL)

Attorney's Bond.

Know all Men by these Presents, That we, Ridgely P. Melvin, of Anne Arundel County, State of Maryland as principal and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand (\$8000.00) 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, one and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents, sealed with our seals and dated this fourteenth day of May, in the year of our Lord, 1915.

Whereas, the above bounden Ridgely P. Melvin by virtue of the power contained in a mortgage from Amelia G. Pinkney to Margaret E. Gadd bearing date the sixth day of November 1911 and recorded among the mortgage records of Anne Arundel Co. in Liber G. N. No. 87, Folio 255 and duly assigned to Luther H. Gadd by short assignment dated May 22nd, 1915 and recorded among the Land Records aforesaid in Liber G. N. No. 87, folio 258, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

In Testimony Whereof, the above bounden Ridgely P. Melvin has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney in Fact the day and year first above written.

Signed, Sealed and Delivered
in the Presence of
Laura R. Jickling
(Corporate Seal)

Ridgely P. Melvin (SEAL)
Fidelity and Deposit Company of Md.
By Ridgely P. Melvin
Attorney in Fact.

Statement of Mortgage Claim.

| | |
|---------------------------|--------------------|
| Debt | |
| Interest for Nov. 6, 1917 | \$ 34 00.00 |
| to June 4, 1918 | 1 17.80 |
| | <u>\$ 35 17.80</u> |

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 17th day of May, 1918, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Luther H. Gadd, and made oath in due form of law that the foregoing statement is true.

Witness my hand and seal notarial

(Notary's seal)

Laura R. Jickling
Notary Public.

\$ 34 00.00

Annapolis, Md., November 6, 1911,

Three years after date I promise to pay to the order of Margaret E. Gadd, Thirty-four hundred dollars.
At the Farmers National Bank, Annapolis, Md.

No.

Value received Amelia G. Pinkney

due Nov. 6, 1914

Secured by Mortgage of even date

Report of Sale.

To the Honorable, the Judges of said Court:

The Report of Ridgely P. Melvin, Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That after having given bond with approved security, and after having given notice by advertisement for more than twenty days in the Evening Capital and in the Annapolis Advertiser, two newspapers published in Anne Arundel County, Maryland and by handbills conspicuously posted throughout the vicinity of the property in question, and elsewhere, and after having complied with all other prerequisites of the said mortgage and with the provisions of the law for such cases made and provided, the said Attorney did, in pursuance of said notices, attend at the Court House door in the city of Annapolis, Maryland on Tuesday, June 4th, 1918 at 11:30 o'clock A. M. and then and there proceeded to sell all of the property described in said mortgage and in said advertisement the same being: all that lot of ground situated on Market Space in the City of Annapolis, Maryland designated as street numbers 32 and 34 Market Space which was conveyed unto the said Amelia G. Pinkney by J. Wirt Randall and James M. Munroe, Trustees by deed dated May 18, 1898 and Recorded among the Land Records of Anne Arundel County in Liber G. N. No. 10, Folio 65, the said lot of ground being improved by a three story brick and frame building bearing the street numbers above stated.

And the said Attorney then and there sold the said property unto Joseph W. Trautwein, at and for the sum of \$5,625.00 Five thousand, six hundred and twenty-five dollars, he being at that figure the highest bidder for said property and the said Attorney having received from the said purchaser his agreement to comply with the terms of sale as by reference to the papers filed in this cause will more fully appear.

Ridgely P. Melvin,
Attorney.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 6th day of June, 1918 before the subscriber, Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared Ridgely P. Melvin, Attorney, and made oath in due form of law that the matters and facts stated in the foregoing report of sale are true, and that said sale was fairly made

Wm. N. Woodward,

Deputy Clerk.

Order Nisi

Ordered, this 6th day of June, 1918, That the sale of the property mentioned in these proceedings made and reported by Ridgely P. Melvin, Attorney, Be Rati-
fied and Confirmed, unless cause to the contrary thereof be shown on or before the 8th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of July next.

The report states the amount of sale to be \$5625.00

Geo. Mills, Clerk.

Office of The Advertiser-Republican

Annapolis, Md., July 8th, 1918.

I hereby certify that the annexed Order Nisi in the matter of the Sale of the Mortgaged Real Estate of Amelia G. Pinkney No. 4303 Equity was published in The Advertiser-Republican a newspaper published in the City of Annapolis, once a week for three successive weeks before the 8th day of July, 1918. The first insertion being made the 7th day of June, 1918.

George I. Melvin,

Publisher.

William H. Moss, Auctioneer.

Public Sale of Valuable Three Story Brick and Frame Building Nos. 32 and 34 Market Space, in the City of Annapolis, Maryland.

Under and by virtue of the power of sale contained in the mortgage from Amelia G. Pinkney, dated

November 6th, 1911, and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 87, folio 255, the undersigned, as the attorney named in said mortgage, will offer for sale by public auction at the Court House door in the City of Annapolis, Maryland, on Tuesday, June 4th, 1918 at 11.30 o'clock, A. M. all of the property described in said mortgage, namely:

All that lot of ground situated on Market Space in the City of Annapolis, Maryland, designated as street numbers 32 and 34 Market Space, which was conveyed into the said Amelia Es Pinkney by J. Wirt Randall and James M. Mumma, Trustees, by deed dated May 18, 1898, and recorded among the Land Records of Anne Arundel County in Liber G. N., No. 10, folio 65, in which deed the said property is particularly described by metes and bounds, courses and distances, and a plat of which lot, made by Lewis Green, surveyor, in Mar. 1898, is filed in Equity Cause No. 2011, in the Circuit Court for Anne Arundel County, said cause being entitled

"In the Matter of the Trust Estate of Joseph S. M. Basil."

The improvements on said lot of ground consist of a valuable three-story brick and frame dwelling house and store located in the heart of one of the best business sections of Annapolis. The dwelling house is now under monthly rent to a desirable tenant and the store property is vacant. Full particulars in relation to this property may be had of the undersigned

Terms of Sale: A deposit of Three Hundred Dollars (\$300.00) will be required of the purchaser at the time of sale and the balance of the purchase money, with interest thereon at the rate of 6 per centum per annum, to be paid in cash upon the ratification of the sale.

Ridgely P. Melvin
Attorney named in Mortgage.

Arrangements may be made with the undersigned by the purchaser or purchasers for a mortgage loan in a reasonable amount on the above property.

Ridgely P. Melvin

June 4, 1918.

I hereby certify that I have this day sold the within described property to Joseph W. Trautwein at and for the sum of five thousand, six hundred and twenty-five dollars (\$5,625.00), he being at that figure the highest bidder therefor.

Witness my hand and seal

Witness:

Ridgely P. Melvin.

William H. Moss (SEAL)
Auctioneer.

Annapolis, Md

June 4, 1918.

This is to certify that I have this day purchased from Ridgely P. Melvin, Attorney, the within described property, at and for the sum of five thousand six hundred and twenty-five dollars (\$5,625.00) and I hereby agree to comply with the terms of sale as set forth on the reverse side of this sheet.

Witness my hand and seal

Witness:

Charles F. Lee.

Joseph W. Trautwein, (SEAL)

Ordered By the Court, this ninth day of July, 1918, that the sale made and reported by the Trustee, aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary showing been shown, although due notice appears to have been given as required by the Order nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss A. J.

To The Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account which is self explanatory.

All of which is respectfully submitted.

James W. Owens,
Auditor.

Nov.
1918.
June 4

The Mortgaged Real Estate of
Amelia G. Pinkney in ac. with Ridgely P. Melvin, Attorney, Co.

| | | | | |
|---|-----------|-----------|------------------------------------|------------|
| To the attorney for his commissions | \$ 198 75 | | By proceeds of sale of Real Estate | \$ 5625 00 |
| To the attorney for fee provided by the mortgages | 25 00 | \$ 235 75 | | |
| To the attorney for Court Charges, viz: | | | | |
| Solicitor | \$ 10 00 | | | |
| Clerk of Court | 9 80 | | | |
| Auditor | 9 00 | | | |
| Premium on Bond | 32 00 | \$ 60 80 | | |
| To the attorney for his expenses, viz: | | | | |
| Advertising, Evening Capital | \$ 14 00 | | | |
| Advertising, Advertiser-Republican | 19 50 | | | |
| Auctioneer, W. H. Moss. | 21 00 | \$ 54 50 | | |
| To the Attorney for tapes viz: | | | | |
| State & County for 1917 | \$ 49 60 | | | |
| Annapolis City for 1917 | 34 69 | \$ 84 29 | | |
| To the Estate of Margaret E. Gadd amount in full of Mortgage & Int. | | | \$ 3577 80 | |
| To the Estate of Amelia G. Pinkney This Balance | | | \$ 1683 86 | |
| | | | \$ 5625 00 | \$ 5625 00 |

Ordered, this 10th day of July, 1918, that the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 10th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of August next.

Geo. Mills.

Office of The Advertiser-Republican.
Annapolis, Md., Aug. 12th-1918.

I hereby certify that the annexed Order nisi in the matter of the Mortgaged Real Estate of Amelia G. Pinkney, No. 4303 Equity, was published in the Advertiser-Republican, a newspaper published in the City of Annapolis, once a week for three successive weeks before the 10th day of August, 1918. The first insertion being made the 10th day of July, 1918.

George J. Melvin - Publisher

Ordered by the Court, this 12th day of August, 1918, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Moss, A. J.

In the Matter of the Sale of
the Merged Real Estate of
August H. Uhde and Louisa
Uhde, his wife.

No. 4290 Equity
In the Circuit Court for
Anne Arundel County.

This mortgage made this 12th day of May, 1917, by
August H. Uhde, and Louisa Uhde, his wife, mortgagors,
unto Frank A. Singer Jr., mortgagee.

Whereas the said mortgagors owe the said mortgagee
the sum of Six Hundred dollars (\$600.00), for which they
have passed over to said mortgagee their twenty-four (24)
promissory notes, dated of even date herewith, for twenty-
five dollars (\$25.00) each, with interest, and payable re-
spectively 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19,
20, 21, 22, 23, and 24 months after date; and to better se-
cure the payment of said mortgage indebtedness, this
mortgage is executed.

Witnesseth that for and in consideration of the
premises and of one dollar, the said August H. Uhde
and Louisa Uhde, his wife, do hereby grant and convey unto
the said Frank A. Singer Jr., his heirs and assigns,
all that lot of ground situate in South Baltimore,
Anne Arundel County, as fully described in a deed dated
February 10th, 1916, and recorded March 2nd 1916 among
the land records of Anne Arundel County in Liber G. W.
No. 121, folio 465 etc.

With the Rights and appurtenances thereto belonging
or in any wise appertaining, and the rents and incomes
therefrom, in fee simple.

The Said mortgagors hereby covenant that they will
pay all taxes, public dues, assessments and charges when
and as the same shall become legally due and pay-
able; and that they will keep the premises in good
repair and fully insured from loss by fire.

But if default be made in the 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

same, or in any condition of this mortgage, then it shall be lawful for the said mortgagee, his personal representatives and assigns, or their duly constituted attorney or agent, at any time after such default, to sell the property hereby mortgaged, or so much of the same as may be necessary, to satisfy and pay said debt, interest and costs, and to grant and convey the said property to the purchaser or purchasers thereof; and the said sale, if such becomes necessary, shall be made in such manner and under such terms as the Court having jurisdiction shall direct, in accordance with the laws of the State of Maryland relating to the foreclosure of mortgages in Anne Arundel County.

Witness the hands and seals of the said Mortgagors.

Jest:
J. M. Wheaton.
William B. Scott M. M.

August H. H. Uhde
Louisa ^{his} Uhde
mark

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 12th day of May, 1917, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared August H. H. Uhde and Louisa Uhde, his wife, the Mortgagors named in foregoing mortgage, and they acknowledged the said mortgage to be their act and deed; and at the same time also appeared Frank A. Singer Jr., the Mortgagee named therein and he made oath in due form of law that the consideration named in said mortgage is true and bona fide as therein set forth.

Witness my hand and seal notarial.

(Notary's seal) J. M. Wheaton
Notary Public.

Attorney's Bond.

Know All Men By These Presents, That we Frank A. Singer, Jr., of 600 Equitable Building, City of Baltimore, State of Maryland, and the New Amsterdam Casualty Company a Corporation of the State of New York, are held and firmly bound unto the State of Maryland, in the

full and just sum of Thirty-five Hundred (\$3,500.00) 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, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this second day of April, in the year of our Lord nineteen hundred and eighteen.

Whereas, the above bounden Frank A. Singer, Jr., by virtue of the power contained in a mortgage from August H. H. White and Louisa White, his wife, to Frank A. Singer, Jr., dated the 12th day of May, A. D. 1917, and recorded among the Mortgage Records of Anne Arundel County, Maryland, in Liber G. W. No. 136, folio 347, etc., 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 the Above Obligation is Such, That if the above bounden Frank A. Singer, Jr. do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of

S. John Lion

Wm H. Norris

Frank A. Singer Jr. (SEAL)
New Amsterdam Casualty Company.
By: -

Milton R. Gosweiler
Agent and attorney-in-fact.

Petition for foreclosure.

To the Honorable the Judge of said Court:

The petition of the plaintiff respectfully represent that on the 12th day of May A. D. 1917 the defendants executed and delivered to Frank C. Singer, the Plaintiff herein, a mortgage upon certain real property in Anne Arundel County therein described, to secure the payment of the mortgage debt of \$600.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

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

And as in duty, &c.

Simon Siberberg.
Attorney for Plaintiff.

Report of Sale.

To The Honorable Judge of the Circuit Court of Anne Arundel County in Equity:

The Report of Sale of Frank C. Singer, Jr., Mortgagee, by virtue of the power conferred upon him in a mortgage executed by the defendants on the twelfth day of May, 1917, authorizing him in the event of default, to make sale of the fee-simple property located at the corner of Pennington and Beach Avenues, Curtis Bay, Anne Arundel County, Maryland which said property is fully described in the mortgage filed in the proceedings in the above entitled cause, respectfully shows, that after giving bond with security for the faithful discharge of his trust as described by said mortgage which bond was duly approved and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper published in Annapolis, Anne Arundel County, Maryland and also by advertisements inserted in the Baltimore Sun and

Baltimore American, two daily newspapers published in Baltimore City, Maryland and all of which said advertisements were published for more than three weeks preceding the day of sale, said Mortgagee did pursuant to said notice on Wednesday the seventeenth day of April, 1918 at four o'clock P.M. attend on the premises and then and there sell the above mentioned property to a certain Carl B. Temple at and for the sum of Three Thousand Two Hundred and Fifty Dollars (\$3250.00) he being the highest bidder and said sum the highest bid offered therefor. As in duty bound, etc.

Simon Silverberg.
Solicitor for Plaintiffs.

Frank A. Singer, Jr.
Mortgagee.

State of Maryland, City of Baltimore, Ct.:

I hereby certify, that on this 24th day of April, 1918, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Frank A. Singer, Jr., Mortgagee, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal.

(Notary's seal)

Simon Silverberg.
Notary Public.

Ordered, this 29th of April, 1918, that the sale of the property mentioned in these proceedings made and reported by Frank A. Singer, Jr., Mortgagee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 31st day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of May next.

The report states the amount of sales to be \$3250.00

George Wells,
Clerk.

Annapolis, Md., May 31st 1918.

I hereby certify that the annexed Order nisi, Frank A. Singer, Jr., vs. August H. H. White and Louisa White, his wife No. 4290 Equity was published in The Advertiser-Republican a newspaper published in the City of Annapolis, once a week for three successive weeks before the 31st day of May, 1918. The first insertion being made the 9th day of May, 1918.

George J. Melvin,
Publisher.

Statement of Mortgage Debt.

Statement of amount due under mortgage from August H. H. White and Louisa White, his wife, to Frank A. Singer, Jr., dated the 12th day of May, 1917 and recorded among the Land Records of Anne Arundel Co., Md., in Liber U. N. No. 136, folio 347 etc.

| | |
|----------------------------|-------------------|
| Amount of Loan | \$ 600. 00 |
| Paid on account | 175. 00 |
| | <u>\$ 425. 00</u> |
| Interest from May 12, 1917 | 23. 38 |
| Affidavit | . 25 |
| | <u>\$ 448. 63</u> |

Frank A. Singer, Jr.

State of Maryland, City of Baltimore, Ct.

I hereby certify, that on this 28th day of March in the year nineteen hundred and eighteen, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Frank A. Singer, Jr., the plaintiff in the above entitled case, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in said cause now remaining due and unpaid.

Witness my hand and Notarial Seal

(Notary's seal)

Simon Silverberg,
Notary Public.

Advertisement and Publisher's Certificate.

Simon Silverberg, Solicitor, Equitable Building, Balto., Md.

Mortgage Sale of Valuable Fee-Simple Property
Located at corner of Pennington and Beach Avenues, Curtis Bay,
Anne Arundel Co., Md.

By virtue of the power contained in the mortgage from August H. W. Uhde and Louisa Uhde, his wife, to Frank A. Singer, Jr., dated May 12th, 1917, and recorded among the Mortgage Records of Anne Arundel county, Md. in Liber G. W. No. 136, folio 347 etc. (default having occurred therein), the undersigned Attorney will sell at public auction on the premises on Wednesday April 17th, 1918, at four o'clock P.M. all that valuable property situate in Anne Arundel County, Md., and described as follows: Beginning for the same at a point formed by the intersection of the north side of Beach St. with the east of Pennington Ave., said point of beginning being the northeast corner of Pennington Ave. and Beach St. and running thence northerly and binding on the east side of Pennington Ave., 30 feet, thence easterly and parallel with Beach St. 90 ft. to a 10 ft alley there situate; thence westerly and binding on the north side of Beach St. 90 ft. to the place of beginning.

Improved by a Three-story Brick Building used as a Hotel and Saloon, in fee simple.

Terms of Sale: - One-third cash, balance in six or twelve months, or all cash at the purchaser's option.

Credit payments to bear interest from day of sale and to be secured to the satisfaction of the undersigned attorney. All expenses to be adjusted to day of sale. A cash deposit of \$100 will be required of the purchaser at time and place of sale.

Frank A. Singer, Jr.,
Mortgagee.

E. J. Newell & Company,
Auctioneers.

Annapolis, Md. April 30th 1918.

We hereby certify, that the annexed advertisement -
"Mortgage Sale of Valuable Property located at corner of
Pennington Ave. and Beach Ave., Curtis Bay, Anne Arundel

County, Maryland," was published in the "Evening Capital and the Maryland Gazette," a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Maryland, for five issues before the 17th day of April, 1918, the first insertion appearing on the 26th day of March, 1918.

The Capital Publishing Company
Philip Morgan.

Exceptions of purchaser to ratification of sale.

The exceptions of Carl B. Temple to the sale reported by Frank A. Singer, Jr., and filed in this cause on April 29, 1918, respectfully shows:

(1). That in said report of sale this exceptant is named as the purchaser of the property described in these proceedings, being the lot of ground with the buildings and improvements thereon, situated at the corner of Pennington Avenue and Beach Street in Curtis Bay, Anne Arundel County, Maryland; that the purchase price is named as Thirty-two Hundred and Fifty Dollars (\$3250.00)

(2). That the mortgage undertaken to be foreclosed in these proceedings is a second mortgage on the above mentioned property, the first mortgage being for Twenty-five Hundred (\$2500.00) Dollars, and held by the First Polish American Building Association "Sobieski", dated November 17, 1916 and recorded in Liber G. N. No. 130, folio 437.

(3). That the said Frank A. Singer, Jr., the mortgagee in these proceedings, in his advertisement of this sale made no mention whatever of the said first mortgage, and made no announcement of the same at the sale, and in his report of sale filed herein recites that this exceptant is the purchaser "at and for the sum of Thirty-two Hundred and Fifty Dollars (\$3250.00), he being the highest bidder, and the said sum the highest bid offered therefor"; whereas, as a matter of fact, the said sum of Thirty-two Hundred and Fifty Dollars (\$3250.00) was clearly understood and intended to be for the complete, fee simple title to this property, clear of all encumbrances, and the purchase

was not made subject to the said first mortgage, or any outstanding liens, although this exceptant is advised that if this sale should be ratified he would be legally bound to pay the sum of Thirty-two Hundred and Fifty Dollars (\$3250.00) and also to assume the said first mortgage.

(4). This exceptant shows the following additional grounds for his exception to the said sale, namely:

(a). That this mortgage sale purports to be under the power contained in the mortgage filed in these proceedings; whereas, the said mortgage simply provides as to the manner and terms of sale, that it "shall be made in such manner and under such terms as the Court having jurisdiction shall direct, in accordance with the laws of the State of Maryland relating to foreclosure of mortgages in Anne Arundel County"; that there are no proceedings invoking or obtaining the direction of this Honorable Court as to this foreclosure; that there is a petition signed by "Simon Silberberg, Attorney for plaintiff" addressed to the Court, and praying for the passage of a decree for the sale of said property, and in said petition reciting that the mortgagors have assented to the passage of such decree, although this is not in accordance with the said mortgage or with the law for such cases made and provided, and no action whatever was taken on said petition;

(b). That said mortgage is not in legal form, and, moreover, is defectively executed.

And for other causes to be assigned at the hearing

Ridgely P. Melvin
Solicitor for Exceptant.

Answer to exceptions to sale.

The answer of Frank A. Singer, Jr. to the Exceptions filed in this proceeding by Carl B. Temple, to the sale reported April 29th, 1918, respectfully represents:-

1. Your Respondent admits the matters and facts set forth in the first and second paragraphs of said exceptions.

2. Your Respondent admits the matters and

facts alleged in the third paragraph of said exceptions with the exception that he avers that at the sale it was announced by the auctioneer that the first mortgage, as mentioned in the second paragraph of said exceptions could be either assumed by the purchaser or your Respondent would satisfy and have said mortgage released, this to be optional with the purchaser.

Your Respondent clearly understands that the sum of Thirty-Two Hundred and Fifty Dollars (\$3250.00) is intended to be for the complete fee simple title to the property in question, clear of all incumbrances and the purchase was not made subject to the said first mortgage or any outstanding liens and if this Honorable Court shall see fit to ratify the sale reported in this cause, this Respondent will pay out of the proceeds of the sale, the first mortgage here-inbefore mentioned as being held by the First Polish American Building Association "Sobieski" so that the purchaser shall have conveyed to him the property mentioned in these proceedings free and clear from any and all liens or incumbrances of any nature whatsoever.

3. Answering section A. of the fourth paragraph of said exceptions this Respondent avers that while it is true that the petition for a decree was not presented to the Court for action, although mailed to the Clerk of this Court, the proceedings taken were in accordance with the power conferred on the Mortgagee by the Mortgagors and each step taken from the inception of the proceedings was in accordance and in conformity with the Laws of this State and the Rules of this Honorable Court, proper bond, statement of mortgage debt and report of sale having been properly filed in this cause. And answering Section B. of the fourth paragraph of said exceptions, your Respondent denies that said mortgage is not in legal form and defectively executed.

And having fully answered the petition of the exceptant your Respondent prays that the said exceptions be dismissed with his reasonable costs.

And as in duty bound.

Frank A. Singer, Jr.

Simon Silberberg.
Solicitor for Respondent.

State of Maryland, Baltimore City to wit:

I hereby certify that on this 20th day of June, 1918, before me the subscriber, a Notary Public of the City and State afore said, personally appeared Frank A. Singer, Jr., the Respondent named in above answer and he made oath in due form of law that the matters and facts set forth therein are true to the best of his information and belief.

(Notary's seal)

J. Louis Raap.

Notary Public.

To The Honorable, The Judge of the said Court:-

The petition of Frank A. Singer, Jr., the plaintiff in this cause, respectfully represents:-

1. That your petitioner filed in this cause, on or about March 13th, 1918, a petition praying the Court to pass a decree for the sale of the property in these proceedings mentioned in accordance with the terms of a mortgage, which said mortgage was filed therewith marked "Petitioner's Exhibit No. 1."

2. That the mortgage referred to had been executed and delivered to your petitioner to secure money advanced on May 12th, 1917 and there had been a default in the condition of said mortgage.

3. That acting on the assumption that the decree prayed for had been signed by the Court and that he was authorized to make the said sale in the manner and under such terms as are usually prescribed by Courts of Equity in foreclosure cases under the laws of this State, your petitioner proceeded with said sale in the following manner:-

a. - He advertised the same in the "Evening Capital and The Maryland Gazette", a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, and also in the Baltimore Sun and Baltimore American, two daily newspapers published in Baltimore City, which said advertisements were published for more than three weeks preceding the day of sale.

final ratification of the sale made in this case, to pay off and have released the first mortgage to the First Polish American Building Association "Sobieski" as aforesaid, as to be able to convey to the said purchaser Carl B. Temple, the property mentioned in these proceedings free and clear from any and all liens and encumbrances.

9. That your petitioner is informed that the said purchaser Carl B. Temple is desirous of obtaining title to and possession of said property and your petitioner is also desirous to be in a position to grant and convey said property to said purchaser by a good and merchantable title.

10. That inasmuch as your petitioner has conducted these proceedings and said sale in the manner and under such terms as this Honorable Court would have directed and has done every matter and thing which he should have done in the premises in a fair and bona fide manner, he is advised that he is entitled to have an order passed upon his petition for decree which will abrogate the necessity of a resale and the expense and delay incident thereto.

Your petitioner therefore, prays this Honorable Court to pass such an order, and also an order dismissing the aforesaid exceptions and ratifying and confirming said sale.

And as in duty bound, etc.

Simon Silberberg
Solicitor for Plaintiff.

Frank A. Singer, Jr.
Plaintiff.

State of Maryland: Is wit:

City of Baltimore:

I hereby certify that on this 7th day of July in the year nineteen hundred and eighteen, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Frank A. Singer, Jr., the petitioner, and he made oath in due form of law, that the matters and facts as set forth

in foregoing petition are true and bona fide as therein set forth.

Witness my hand and Notarial Seal.

(Notary seal)

Charles W. Mulligan.
Notary Public.

I hereby consent to the passage of the orders hereinafore prayed for.

By Carl B. Temple.
John B. Temple.
Purchaser

Ridgely P. Melvin.
Solicitor for purchaser.

The petition and exhibits in the above cause having been submitted and the proceedings therein were by the Court read and considered, and it appearing that the plaintiff filed herein on the 14th day of March, 1918, his petition for a decree for the sale of the property involved in these proceedings in accordance with the terms of the mortgage filed herein, but that the said petition was not presented to the Court and no action taken thereupon, but, it further appearing that all proceedings in this cause having been conducted in the same mode and manner as fully as though the said decree had been signed prior to said mortgage sale; and it further appearing from the petition filed herein on August 8, 1918, that all the parties to this cause have agreed that a decree *non pro tunc* be passed by the Court, furnishing the authority required to be obtained by the mortgage filed herein.

It is thereupon, this 9th day of August, 1918, by the Circuit Court for Anne Arundel County in Equity, Adjudged, Ordered and Decreed that the mortgaged property mentioned in the proceedings be sold by Frank A. Sirdger, Jr., the mortgagee named in the mortgage filed in this cause, and that the manner and terms of his proceeding 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 to be approved by this Court or by the Clerk thereof, in the penalty of Thirty-five Hundred Dollars (\$3500.00) conditioned for the faithful performance of the trust reposed in him under the mortgage aforesaid and abide by

and fulfill any order or decree that may be made by any Court of Equity in relation to the said mortgaged property, or the proceeds thereof. He shall then proceed to make said sale, having given at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County, Maryland, giving notice of the time, place, manner and terms of sale, which terms shall be: One-third cash and the balance in six or twelve months, or all cash, at the purchaser's option. Deferred payments to bear interest from the day of sale and to be secured to the satisfaction of the said mortgagee. A cash deposit of One Hundred Dollars (\$100.00) shall be required of the purchaser at the time and place of sale, and as soon as may be convenient after such sale, the said mortgagee shall return to this Court a full and particular account of his proceedings relative to such sale, with affidavit annexed of the truth thereof and of the fairness of said sale, and on obtaining ratification of the sale, and on the payment of the whole purchase money and not before, and upon allowing for or obtaining the release of any prior mortgage or mortgages on said property, the said mortgagee 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 claims of the parties hereto, petitioner and mortgagor, and those claiming by, from or under them, or either of them. And the said mortgagee 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 mortgagee 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.

And it is further Ordered that this decree be filed and that it shall take effect as of the date of March 14, 1918.

Robert Moss, C. J.

Ordered By the Court, this 16th day of August, 1918, that the sale made and reported by the Trustee aforesaid, be and the same hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appear to have been given as required by the Order nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A. J.

Charles Silber
Mary Silber and
Martha Silber

In Equity No. 4224 413

In the Circuit Court
for Anne Arundel
County.

vs.

Sarah Silber
Lena Silbergand
Abe Silberg, her husband
Hanna Silber)
Ruth Silber and) minors
Reba Silber)

Bill of Complaint.

To the Honorable Judge of said Court:

The Bill of Complaint of Charles Silber, Mary Silber and Martha Silber, of Anne Arundel County and the State of Maryland, respectfully shows to this Court:

1st. That Isaac Silber, late of Anne Arundel County, deceased, was in his life time and at the time of his death, seized and possessed in fee simple, absolutely, of a large amount of real estate lying in Anne Arundel County, a part of which is described as follows:

Lots Nos. 67 and 68 in the sub-division of Adenton which he received by deed from Bruner R. Anderson, said deed bearing date December 22nd 1896, and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 4, folio 272 etc.

Also Lots Nos. 69 and 70, that were conveyed to the said Isaac Silber by Samuel B. Hardy, Sheriff, by deed recorded among the Land Records aforesaid, in Liber G. N. No. 36, folio 149 etc.

Also Lots Nos. 57 and 58 that were conveyed to the said Isaac Silber by Bruner R. Anderson and E. J. Frank Disney, by deed dated August 24th 1909, and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 71, folio 247 etc.

Also Lots Nos. 51, 52, 61, 62, 65, 66, 71, 72, 73, 74, 75 and 76, which are described in a deed from Bruner R. Anderson to Isaac Silber dated March 19th 1909, and recorded among the Land Records aforesaid, in

Liber G. W. No. 70, folio 304 etc.

Also a part of the land that was conveyed to the said Isaac Siber by James M. Munroe, Attorney, by deed dated June 25th 1904, and recorded among the Land Records aforesaid in Liber G. W. No. 36, folio 392 etc., a part of which was conveyed by the said Isaac Siber to Edward Wagner, the said Siber owning 35 acres, the remainder of said tract in said deed described, after deducting the amount conveyed to the said Edward Wagner, said deeds being herewith filed marked "Complainants" Exhibits Nos. 1, 2, 3, 4, & 5, and are prayed to be taken as a part hereof.

2nd That the said Isaac Siber left surviving him at the time of his death, Charles Siber, Mary Siber and Martha Siber, the Complainants in this case, Sarah Siber, his wife, a daughter, Lena Silberg, whose husband is Abe Silberg, and Hanna Siber, Ruth Siber and Reba Siber, the last three of whom are minor children, under the age of twenty one years.

3rd That Letters of Administration were granted by the Orphans Court of Anne Arundel County to Lena Siber, his daughter, and that said administration has been completed for a number of years, and that all claims due by the said estate have been paid.

4th That Hanna Siber, Ruth Siber and Reba Siber are minor children, under the age of twenty-one years, and that their mother, Sarah Siber, has been appointed their Guardian by the Orphans Court of Anne Arundel County, and is now acting as such.

5th That the said real estate 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 a 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 interests.

6th That it would be for the benefit and advantage of all parties having interest in said land, especially the infant defendants, to sell the said real estate.

To the end therefore

(1) That a decree may be passed for the sale of said real estate,

(2) That the proceeds of said sale may be distributed between your Creators and the defendants, according to their respective rights and interests.

(3) That the minor children, Hanna Silber, Ruth Silber and Reba Silber may answer this Bill of Complaint by their Guardian ad litem, duly appointed by this Court,

(4) That your Creators may have such other and further relief as their case may require,

may it please your Honor to grant unto your Creators the writ of sub poena, directed to the said Sarah Silber, Hanna Silber, Ruth Silber and Reba Silber, who reside at Odenton, Anne Arundel County, and to Lena Silber and Abe Silber, her husband, residing in Baltimore City, commanding them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein,

Charles Silber.

B. R. Anderson

Atty for Plaintiff

Exhibit No. 1

This deed, made this twenty first day of December one thousand eight hundred and ninety-six by Bruner R. Anderson of Anne Arundel County and the State of Maryland, Witnesseth that in consideration of one hundred dollars the receipt of which is hereby acknowledged the said Bruner R. Anderson doth grant unto Isaac Silber, his heirs and assigns, in fee simple, all those two lots or parcels of ground situate, lying and being in Anne Arundel County and described as follows, that is to say; The two lots of ground hereby conveyed are known and designated as numbers 67 and 68 (sixty-seven and sixty eight) as laid down on a plat filed with a deed from Mrs. H. Baldwin Jr., and wife, to Lillian Goddard said deed being recorded among the Land Records of

This deed made this 18th day of April in the year nineteen hundred and four by Samuel B. Hardy, Sheriff of Anne Arundel County of the first part and Isaac Silber of County and State aforesaid party of the second part.

Whereas by virtue of an execution issued out of the Circuit Court for Anne Arundel County in the case of George J. Warfield and Daniel P. Randall, Administrators of Allen Warfield deceased on the twentieth day of January, 1904, the said Samuel B. Hardy, Sheriff seized and levied upon two lots of ground lying and being in Anne Arundel County aforesaid being the property of William H. E. Allen, and having advertised the same according to law offered the same at public sale at the Court House door in the City of Annapolis on the 22nd day of March, 1904, and sold the same to Isaac Silber at and for the sum of Ninety — he being then and there the highest bidder therefor.

Now Therefore This deed Witnesseth, that in consideration of the premises and the consideration of one dollar, and by virtue of the writ of execution as aforesaid the said Samuel B. Hardy, Sheriff as aforesaid doth hereby grant and convey unto Isaac Silber, his heirs and assigns, all the right, title and interest and estate either at law or in equity of William H. E. Allen in and to all those two lots of ground situated at Adenton in the Fourth District of Anne Arundel County and are described as follows, that is to say: -

Being all those two lots of ground designated as Lots Numbers 69 and 70 on a plat recorded with a deed from William H. Baldwin and wife to Lillian Goddard recorded among the Land Records of Anne Arundel County in Liber S. H. No. 34, folio 604 etc; -

Being the same two lots of ground that are described in a deed from William H. Baldwin and wife to William H. E. Allen, bearing date July 1st 1894 and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 47 folio 484 etc.

Together with all the improvements thereon and the

rights and appurtenances thereto belonging or anywise apper-
taining.

To have and to hold the premises above described with the
rights and appurtenances aforesaid unto the said Isaac
Siber, his heirs and assigns in fee simple.

Witness my hand and seal

Test:

John N. Mavis

Samuel B. Hardy. (SEAL)
Sheriff of Anne Arundel County.

State of Maryland, Anne Arundel County to wit: -

I hereby certify that on this 18th day of April in the
year nineteen hundred and four before me, the subscriber, a
Justice of the Peace of the State of Maryland in and for
Anne Arundel County, aforesaid, personally appeared Samuel
B. Hardy, Sheriff of Anne Arundel County, as aforesaid, and
acknowledged the foregoing deed to be his act.

John N. Mavis
Justice of the Peace.

Recorded 18th April, 1904.

State of Maryland, Anne Arundel County to wit: -
I hereby certify that the foregoing is truly taken and
copied from Liber G. N. No. 36, folio 149 etc., one of the
Land Records of Anne Arundel County.

In testimony whereof I hereto set my
hand and affix the seal of the Circuit
Court for Anne Arundel County this
17th day of July A. M. 1917.

George Wells, Clerk.

This deed, made this 18th day of August, in the year nineteen hundred and nine, by E. I. Frank Mieney and Bruner R. Anderson, both of Anne Arundel County and the State of Maryland,

Whereas by deed bearing date December 15th, 1906, Bruner R. Anderson attempted to convey to the said E. I. Frank Mieney the hereinafter described property, and owing to erroneous description the said Bruner R. Anderson joins in this deed with the said E. I. Frank Mieney for the purpose of correcting whatever errors which may exist in said description.

Now Therefore This deed Witnesseth, that in consideration of the premises and the sum of Five Dollars, the said E. I. Frank Mieney and Bruner R. Anderson do grant and convey unto Isaac Silber, his heirs and assigns, all those two lots of ground, situate at Odenton, Anne Arundel County, that are described as follows, that is to say:

Beginning for the same at the point formed by the intersection of the centre line of Baldwin Avenue and the centre line of Second Street, thence running along the centre line of Baldwin Street South sixteen and one half degrees West twenty five and twenty eight hundredths perches to the centre line of First Avenue, thence along the centre line of First Avenue North seventy three and three quarter degrees West five and sixty-four hundredths perches, thence North sixteen and one-half degrees East twenty five and twenty eight hundredths perches to the centre line of Second Avenue, thence with the centre line of Second Avenue seventy three and three quarter degrees East twelve and sixty four hundredths perches to the place of beginning, containing two square acres of land more or less, save and excepting however out of said land above described the beds of all Streets and

Avenues which are to be used in common with others.

The above described ground is also known and designated on Baldwin's plat of Adenton as lots numbered as 57 and 58.

Being a part of the property that was conveyed to Bruner R. Anderson by William H. Baldwin Jr., and wife, by deed bearing date March 13th 1895, and is recorded among the Land Records of Anne Arundel County in Liber J. C. B. No. 1, folio 455 etc.

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 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 Isaac Silber, his heirs and assigns

And the said E. J. Frank Mieney and Bruner R. Anderson 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 the said grantors.

Test: Lester L. Mieney

E. J. Frank Mieney (SEAL)

Test: Cora W. Anderson

Bruner R. Anderson (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 18th day of August, 1909, before me, the subscriber, a Justice of the Peace, of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared E. J. Frank Mieney, and acknowledged the foregoing deed to be his act.

Lester L. Mieney
Justice of the Peace.

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 18th day of August, 1909, before me, the subscriber, a Notary Public of the

State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Bruner R. Anderson, and acknowledged the foregoing deed to be his act.

As Witness my hand and Notarial seal.
(Notary's seal) Cora W. Anderson,
Notary Public.

Exhibit No. 4

This deed, made this 19th day of March, in the year nineteen hundred and nine, by Bruner R. Anderson, single, of Anne Arundel County and the State of Maryland, Witnesseth, that in consideration of Eight Hundred Dollars, the receipt of which is hereby acknowledged, the said Bruner R. Anderson does grant and convey unto Isaac Silver, his heirs and assigns, all those twelve lots of ground situate at Edenton, in Anne Arundel County, that are described as follows, that is to say:

Being known and designated as lots numbered 51, 52, 61, 62, 65, 66, 71, 72, 73, 74, 75 and 76 on Baldwin's Plat of Edenton, recorded with a deed from William H. Baldwin Jr., and wife to Lillian Goddard, said deed being recorded among the Land Records of Anne Arundel County in Liber S. S. No. 34, folio 604 etc.

Being also a part of the property that was conveyed to the said Bruner R. Anderson by William H. Baldwin Jr., and wife, by deed bearing date March 13th, 1895, and is recorded among the Land Records aforesaid, in Liber J. C. B. No. 1, folio 455 etc.

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 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 Isaac Siber, his heirs and assigns.

And the said Bruner P. Anderson hereby covenants that he will warrant specially the property hereby granted and conveyed; and that he will execute such further assurances of said land as may be requisite.

Witness the hand and seal of the said grantor.

Test:

Cora W. Anderson.

Bruner P. Anderson (SEAL)

State of Maryland, County of Anne Arundel, to wit:

I hereby certify, that on this 19th day of March, in the year nineteen hundred and nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Bruner P. Anderson, and acknowledged the foregoing deed to be his act.

Witness my hand and Notarial seal.

(Notary's seal)

Cora W. Anderson,
Notary Public.

Exhibit No. 5.

This deed made this twenty-fifth day of June in the year nineteen hundred and four by James M. Munroe, attorney as hereinafter mentioned, of Annapolis, Maryland.

Witnesseth: Whereas by deed of mortgage dated on the 10th day of January in the year 1903 and recorded in the Land Records of Anne Arundel County in Liber G. W. No. 28, folio 400, a certain Philip W. Fairbairn and Alexina Fairbairn conveyed to a certain Isaac Siber the property hereinafter mentioned and hereby conveyed, and whereas the said mortgage was in default and the said James M. Munroe, the attorney mentioned in said mortgage to make sale of the property thereby conveyed in event of default thereunder, in execution of the power of sale in the said mortgaged contained, did on the 2nd day of

February in the year 1904, sell the said property to a certain Isaac Silver at and for the sum of eighteen hundred and fifty dollars (\$1850.00) after having complied with all the requirements of the law in such cases made and provided and with all the requirements of the said mortgage; and whereas the said sale has been duly reported to and ratified by the Circuit Court for Anne Arundel county in Equity as will fully appear by reference to the proceedings in said Court in the matter of the sale of the mortgaged real estate of Philip H. Fairall and Alexina Fairall, No. 2597 Equity in said court; and whereas the said purchaser has paid the purchase money for the said property and is entitled to receive a deed therefor:

Now, Therefore, In Consideration of the Premises, and of the payment of the said purchase money, the said James M. Munroe, attorney as aforesaid, doth by these presents grant and convey unto the said Isaac Silver, all the right, title, interest and estate of the parties to the aforesaid mortgage at the time of the execution thereof in and to all those several tracts of land situate in the Fourth Election District of Anne Arundel county, Maryland, whereof Alfred Fairall, late of said county, died, seized and possessed, consisting of two tracts of land, one containing 58 3/4 acres, called "Stewart's Lot," and the other consisting of 85 acres called "Trusty Friend," adjoining each other and containing in the whole one hundred and forty-three and three-quarters acres, improved by a dwelling, barn, and other buildings, and adjoining the lands of Thomas Blown, J. T. Blown and Byron Phelps, and situate about one and one-half miles from Odenton, being the same property mentioned and described in the proceedings in the Circuit Court for Anne Arundel county in No. 2329 Equity, Farmers National Bank of Annapolis Vs Horace Fairall et al. under the decree in which case passed on the 18th of March, 1902, the land mentioned and described in said proceedings was sold, which said

sale was duly reported to and ratified by the Circuit Court for Anne Arundel County in No. 2329 Equity aforesaid, which said land is more fully and particularly described in a plat and survey thereof made by E. Lacy Chinn, surveyor, in the month of June in the year 1904 and recorded with this deed.

Together with The Buildings and Improvements Thereon, and all the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold the above described property unto and to the proper use and benefit of the said Isaac Siber, his heirs and assigns in fee simple forever.

Witness the hand and seal of James M. Munroe, attorney as aforesaid.

James M. Munroe (SEAL)
Attorney

Test:

Charles G. Feldmeyer.

State of Maryland, Anne Arundel County, to wit:
I hereby certify that on this Twenty-fifth day of June in the year 1904, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for the County of Anne Arundel personally appeared James M. Munroe, attorney, and acknowledged the foregoing deed to be his act and deed.

Charles G. Feldmeyer,
Justice of the Peace.

Summons.

Maryland Sect. The State of Maryland.

To Hanna Siber, Ruth Siber and Vera Siber, infants, of Anne Arundel County, Greeting,
You are hereby Comanded, that all excuses set apart, you personally be and appear before the Circuit Court of Anne Arundel County, sitting in Equity, to be held at the City of Annapolis, on the first Monday of August, 1917 next, to answer the complaint of Charles Siber and others against you in said Court exhibited.

Hereof fail not, as you will answer the contrary at your peril. Witness, the Honorable William H. Thomas,

Chief Judge of the said Court, the 2nd day of July 1917.
Issued 17th day of July, 1917.

425

B. R. Anderson,
Atty.

Geo. Wells, Clerk.

Returnable 1st Monday, August, 1917.

Summoned and copy of summons left with Sarah Silber
Guardian of Infants, on the 19th day of July 1917.

John R. Sullivan, Sheriff.

Summoned Hanna, Ruth and Vera Silber, infants
by reading subpoena to said defendants, and copy of
process left with Sarah Silber, mother and guardian of
said defendants.

John R. Sullivan, Sheriff.

Answer of Lena Silber and Abe Silber, her husband.

To the Honorable Judge of said Court:

The Answer of Lena Silber and Abe Silber, her
husband, to the Bill of Complaint of Charles Silber
and others, filed against them in this Court is as follows:

That they admit the matters and facts set
forth in the Bill of Complaint as true and consent
to abide by such decree as may be right in the
matter.

Lena Silber.

Abe Silber.

Answer of Sarah Silber.

To the Honorable Judge of said Court:-

The Answer of Sarah Silber to the Bill of Com-
plaint of Charles Silber and others filed against her
in this Court is as follows:

That she admits the matters and facts set
forth in the Bill of Complaint to be true and con-
sents to the sale of said property mentioned in the
said Bill free and clear of her dower rights, accept-
ing such portions of the proceeds as may be allowed
by law to widows

Sarah Silber.

Answer of Guardian of Hanna Silber, Ruth Silber and Rera Silber.

To the Honorable Judge of said Court:

The joint and several answers of Hanna Silber, Ruth Silber and Rera Silber, Infants, by Sarah Silber, Guardian, duly appointed by the Orphans Court, to the Bill of Complaint of Charles Silber and others against them in this Court exhibited.

These defendants being infants, can neither admit nor deny any of the matters and things in the said Bill alleged, and submit their rights thereunder to the protection of this Court.

Sarah Silber,

Guardian of Hanna, Ruth and Rera Silber.

General Replication.

The Plaintiffs join issue on the matters alleged in the Answers of the defendants so far as the same may be taken to deny or avoid the allegations of the Bill.

B. R. Anderson,

Solicitor for Plaintiffs.

Petition To Take Testimony.

To the Honorable Judge of said Court:

The petition of Charles Silber, Plaintiff in this case respectfully represents that he desires to take testimony in this case, and prays that leave be granted him to do so, before one of the standing Examiners of this Court:

B. R. Anderson,

Atty. for Plaintiffs.

Ordered this 7th day of August, 1917, by the Circuit Court for Anne Arundel County, that leave be granted to the parties to this case to take testimony, as prayed, before one of the standing Examiners of this Court:

Jas. P. Brashears.

Pursuant to an order of Court, passed in the above cause on the 7th day of August, 1917, the undersigned, John S. Strahorn, Examiner, attended at his office in the City of Annapolis, on Tuesday the 21st day of August, 1917, when the within testimony was by him duly taken, the witnesses being first sworn to speak the truth.

Present.

B. R. Anderson, Solicitor for Plaintiffs,

John S. Strahorn, Examiner.

Q. 1. State your name, residence and occupation?

Ans. Charles Siber, 28 Patent Examiner, Washington, D. C.
Residence, Adenton, Maryland.

Q. 2. Who you know the parties to this cause?

Ans. I do, I am one of the plaintiffs.

Q. 3. Who was Isaac Siber? and when did he die?

Ans. He was my father; he died Oct. 30th 1910.

Q. 4. What children did he leave surviving him?

Ans. Myself, Charles Siber, Mary Siber, Martha Siber, Lena Silberg, who married Abe Silberg, Hanna Siber, Ruth Siber and Pava Siber; the last three of whom are under the age of twenty-one years; my mother, Sarah Siber is still living, and she is the guardian of my three minor sisters, appointed by the Orphans Court of Anne Arundel County.

Q. 5. Has there been any administration on your father's estate?

Ans. My sister, Lena Siber, now Lena Silberg, took out letters of administration on my father's estate, and it has been completed, all debts owing by him have been paid.

Q. 6. What real estate did your father own at the time of his death?

Ans. He owned a large amount of property in the 4th Election District, but only a part of his holdings are embraced in these proceedings.

Q. 7. Describe the property embraced in these proceedings,

for which you have filed a bill for the sale?

Ans. My father owned two lots of ground in a subdivision of Adenton, which he purchased from Bruner R. Anderson, by deed bearing date Dec. 21st, 1896, recorded in Liber G. N. No. 4, folio 272, etc., being the property described in Plaintiffs Exh. No. 1, and herewith filed with the Examiner. He also had two lots of ground in the same locality, which he purchased from Samuel B. Hardy, Sheriff, by deed bearing date Apr. 18th, 1904, recorded in Liber G. N. No. 36, folio 149, etc., the same being marked Plaintiffs Exhibit No. 2, herewith filed with the Examiner. He also owned Lots 57 and 58 in the same subdivision which he purchased from E. J. Frank, Mieney and Bruner R. Anderson by deed bearing date August 18th, 1909, and recorded in Liber G. N. No. 71, folio 247 etc., marked Plaintiffs Exhibit No. 3, and herewith filed with the Examiner. He also owned Lots Nos. 51, 52, 61, 62, 65, 66, 71, 72, 73, 74, 75 and 76, which are described in a deed from Bruner R. Anderson, bearing date the 19th of March, 1909, and recorded among the Land Records of A. A. Co. in Liber G. N. No. 70, folio 304, etc., marked Plaintiffs Exhibit No. 4, and herewith filed with the Examiner. He also purchased from James M. Munroe, Attorney, by deed bearing date June 25th, 1904, recorded among the said Land Records in Liber G. N. No. 36, folio 392, etc., certain property containing 143 acres, of which he sold all of the tract lying to the south west of the county road leading from Adenton to Jessups to a certain Edward Wagner; he retained the portion of land lying to the northeast of said road containing thirty five acres, which are the 35 acres embraced in these proceedings, and which we want to sell. Plaintiff herewith files said deed, marked as Exhibit No. 5, as an Exhibit in this case.

Q. 8. In your judgment, can this property be divided among the persons interested therein without loss or injury?

Ans. No. My reason for this is that there are so many parties interested in it that it would be impossible to make equitable divisions of the land.

Q. 9. In your judgment, would it be for the best interests of all parties concerned, and especially the minor children, that this property should be sold, and the proceeds therefrom divided among all parties in interest, according to their respective interests?

Ans. Yes.

Q. 10. What in your judgment is a reasonable value for this property?

Ans. About two thousand dollars.

Q. 11. What is the age of your mother?

Ans. About fifty-one years.

To the general question, under the rule, the witness says,
"That is all."

Chas. Siber.

Lena Silber, a witness of lawful age, produced on behalf of the plaintiff, being duly sworn, deposed and said.

By Mr. Anderson:

Q. 1. State your name, residence and relation to the parties to this suit.

Ans. Lena Silber, I live at 2030 W. Fayette St., Balto., Maryland, I am one of the defendants in this case. Isaac Siber was my father.

Q. 2. What children did your father leave surviving him, and when did he die?

Ans. He died Oct. 30th, 1910, and left the following children, Charles Siber, Mary Siber, Martha Siber, myself, then Lena Siber, Hanna Siber, Ruth and Vera Siber. The last three named are minors, under the age of twenty one years. He also left surviving him, my mother, Sarah Siber, who is the legal guardian of these minor children, appointed by the Orphans Court of this County. My mother is now about fifty one years of age.

Q. 3. Has there been any administration on your father's estate?

Ans. Yes, I administered on my father's Estate, and paid all of his debts, and the estate has been finally closed up in the Orphans Court.

Q. 4. What real estate did your father own at the time of his death?

Ans. He owned a large amount of property in the 4th Election District of Anne Arundel County, but only a part of his holdings are embraced in these proceedings.

Q. 5. Describe the property embraced in these proceedings, for which a bill has been filed for the sale.

Ans. My father owned two lots of ground in a subdivision of Adenton, which he purchased from Bruner R. Anderson, by deed bearing date Dec. 21st 1896, recorded in Liber G. N. No. 4, folio 272, etc., being the property described in plaintiff's Exhibit No. 1, and filed herewith with the Examiner. He also had two lots of ground in the same locality, which he purchased from Samuel B. Hardy Sheriff, by deed bearing date Apr. 18th, 1904, recorded in Liber G. N. No. 36, folio 149, etc., the same being marked Plaintiff's Exhibit No. 2, herewith filed with the Examiner. He also owned Lots 57 and 58 in the same subdivision which he purchased from E. J. F. Kinney and Bruner R. Anderson, by deed bearing date Aug. 18th, 1909, and recorded in Liber G. N. No. 71, folio 247, etc.; marked Plaintiff's Exhibit No. 3, and herewith filed with the Examiner. He also owned Lots Nos. 51, 52, 61, 62, 65, 66, 71, 72, 73, 74, 75, and 76, which are described in a deed from Bruner R. Anderson, bearing date the 19th of March, 1909 and recorded among the land records of A. A. Co. in Liber G. N. No. 70, folio 304, etc. Marked Plaintiff's Exhibit No. 4, and herewith filed with the Examiner. He also purchased from James M. Mumroe, Attorney, by deed bearing date June 25th, 1904, recorded among the land records in Liber G. N. No. 36, folio 392, etc. certain property containing 143 acres, of which he sold all of the tract lying to the southwest of the county road leading from Adenton

to Jessups, to a certain Edward Wagner; he retained the portion of land lying to the northeast of said road, containing thirty five acres, which are the 35 acres embraced in these proceedings, and which we want to sell.

Q. 6. In your judgment can this property be divided among the persons inter-estate without loss or injury?

Ans. No. My reason for this is that there are so many parties interested in it that it would be impossible to make equitable division of the land.

Q. 7. In your judgment, would it be for the best interests of all parties concerned, and especially the minor children, that this property should be sold, and the proceeds therefrom divided among the parties in interest?

Ans. Yes.

Q. 8. What is a reasonable value for this property?

Ans. About two thousand dollars.

In the General Question, under the rule, the witness says,
No, that is all.

Lena Silberg.

There being no other witnesses to be examined, and no further time being desired, the within testimony is herewith closed, and returned to the Court, this 23rd day of August, 1917.

John S. Strahorn (SEAL)
Examiner.

Decree for sale of Real Estate.

This case standing ready for a hearing and being submitted, proceedings were read and considered.

It is this second day of October 1917, by the Circuit Court for Anne Arundel County adjudged, Ordered and decreed that the property mentioned in these proceedings be sold and that Bruner P. Anderson and Charles Silber be and they are hereby appointed Trustees to make sale, and that the course and manner of those 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 \$2500.00, 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. They 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 Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which terms shall be one third cash, one third in six months and one third in twelve months, or all cash, at the option of the purchaser, the credit portions to bear interest and to be secured to the satisfaction of the Trustees and as soon after said sale as possible the said Trustee shall return to this Court a full account of his proceedings relating to said sale, with an annexed affidavit to the truth thereof and the fairness of said sale, and upon the ratification of the same by this Court shall grant and convey the same to the purchaser, his, her or their heirs and assigns, free and discharged from the claim of the parties hereto and those claiming by, from or under them, and the said Trustees shall bring into this Court the proceeds of said sale to be distributed according to the Courts' orders, after deducting such charges and commission as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged his trust.

Robert Cross, A. J.

Trustees Bond.

Know all Men by these Presents,
That, we B. R. Anderson and Charles Silber, Sarah Silber and Mary Silber of Anne Arundel County and State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of five thousand 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,

and each of our heirs, executors and administrators, jointly and severally, firmly by these presents - sealed with our seals and dated 15th day of March in the year of our Lord one thousand nine hundred and eighteen.

Whereas, the above bounden B. R. Anderson and Charles Silber by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County in Equity have been appointed trustees to sell the property mentioned in the proceedings in the case of Charles Silber et al. vs. Sarah Silber and others, No. 4224 Equity proceedings, now pending in said Court.

Now the Condition of the above Obligation is such That if the Above Bounden B. R. Anderson and Charles Silber do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligations to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of
J. S. Linticum.

Bruner R. Anderson (SEAL)
Charles Silber (SEAL)
Sarah Silber (SEAL)
Mary Silber (SEAL)

Certificate of Guardianship of Sarah Silber.

The State of Maryland, Anne Arundel County, Sit.
The Subscriber, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records of his Office, that on the 15th day of November in the year nineteen hundred and ten, Sarah Silber was appointed by the Orphans' Court of Anne Arundel County, Guardian to Martha, Hanna, Ruth and Pera Silber and that the said Sarah Silber being then and there present in said Court, accepted of said Guardianship, and gave bond in the penal sum of \$3000.00 with Securities, which were approved by the said Court, for the faithful performance of her duty as Guardian to said Martha, Hanna, Ruth and Pera Silber, and

and that the said appointment and bond is now in full force and effect.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of the Orphans' Court of Anne Arundel County this 2nd day of October in the year nineteen hundred and seventeen (1917).

Test: Eden B. Muckett
(Seal of the Orphans' Court) Register of Wills for Anne Arundel County.

Petition and Order of Court

To The Honorable, ^{the} Judges of Said Court:

The Petition of Bruner R. Anderson and Charles Silber, Trustees in this case, respectfully shows:-
First, That by decree of this Honorable Court passed on the 2nd day of October, 1917, your petitioners were authorized to sell the real estate mentioned in the proceedings at public sale, but inadvertently sold said property to Sarah Silber at private sale, and reported the same to this Court.

Second, Your Petitioners report at the request of all the adult members of the Silber family they sold to Sarah Silber the widow of Isaac Silber, who is the mother of all the parties to this suit, said land mentioned in the proceedings for Twenty-five hundred dollars, which price obtained has been certified by Joshua S. Linthicum and John A. Watts who are experienced in land values in that locality, as a fair price for the property.

Your Petitioners, therefore, pray this Court to pass an Order authorizing them to withdraw the sale as reported by them and authorizing them to accept said offer of Twenty-five hundred dollars as above set forth, and report the sale to this Court.

Bruner R. Anderson

Charles Silber

Trustees.

State of Maryland, Anne Arundel County to wit:

I hereby certify that on this 26th day of March, 1918 before me, the Subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County personally appeared Bruner R. Anderson one of the Trustees and made oath in due form of law that the matters and things set forth in the above Petition are true as therein set forth.

(Notary's seal)

Juliet H. Strahorn,
Notary Public.

Upon the foregoing Petition it is this 26th day of March, 1918, Ordered by the Circuit Court for Anne Arundel County, That the Report of Sale heretofore made in this case is hereby withdrawn and that the Trustees are hereby authorized to sell the property mentioned as prayed to Sarah Siber at and for the sum of Twenty-five hundred dollars upon terms as prescribed by the original decree. And the Trustee is further directed to file in this case the affidavits of two disinterested persons, competent judges of the value of real estate where this land is located, giving their valuation of this land so sold, said affidavits to be filed with the report of sale.

Robert Moss, A. J.

Report of Sale

The Report of Sale of Bruner R. Anderson and Charles Siber, Trustees heretofore appointed by this Court, shows: -

1st. That they have sold at private sale the several lots of ground and real estate described in this case to Sarah Siber for Twenty Five Hundred dollars, said sum is to be paid in cash on ratification of sale and delivery of deed. Your trustees consider this price to be a fair one, and meets with the approval of the heirs-at-law of Isaac Siber.

Bruner R. Anderson.

Charles Siber.

State of Maryland, Baltimore City, to wit:

I hereby certify, that on this 26th day of March, 1918, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Bruner R. Anderson, one of the above named Trustees, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth, and that said sale was fairly made.

Witness my hand and Notarial Seal.

(Notary seal)

C. Milton Kiekerson,
Notary Public.

State of Maryland, Anne Arundel County, to wit: -

I hereby certify, that on this 26th day of March, 1918 before me, the subscriber, a Justice of the Peace of the 4th district in and for Anne Arundel County aforesaid, personally appeared Charles Seber, one of the above named Trustees and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth, and that said sale was fairly made.

Witness my hand

Lester L. Kinney,
Justice of the Peace.

This is to certify, that we, the undersigned, two residents of Anne Arundel County, acquainted with land values where the above mentioned property is located, consider Twenty Five Hundred dollars a fair price for land mentioned in these proceedings.

John A. Watts.
J. S. Linthicum.

Order Nisi.

Ordered, this 26th day of March, 1918, that the private sale of the property mentioned in these proceedings made and reported by Bruner R. Anderson and Charles Seber, Trustees, be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 27th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne

Arundel County, once in each of three successive weeks before the 27th day of April next.

The report states the amount of sales to be \$2500.00
Eseo. Wells.

Office of The Advertiser-Republican

Annapolis, Md., April 27th, 1918.

I hereby certify that the annexed Order nisi Charles Silber et al. vs. Sarah Silber et al. No. 4224 Equity was published in The Advertiser Republican a newspaper published in the City of Annapolis, once a week for three successive weeks before the 27th day of April, 1918. The first insertion being made the 28th day of March, 1918.

George J. Melvin - Publisher.

Ordered by the Court, this Second day of July, 1918, that the sale made and reported by the Trustee aforesaid, be and the same 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; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A. J.

To the Honorable, The Judges of said Court;

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account which is self explanatory.

All of which is respectfully submitted.

James W. Owens,
Auditor.

Trust Estate of Isaac Silber deceased in ac. with. { Bruner R. Anderson and Charles Silber, Trustees Cr.

| | | | | | |
|---------------------------------------|------------------|------------|----------------|---------------------------------------|------------|
| To the trustees for their commissions | | \$ 107 50 | 1918 Mar 26 | By proceeds of sale of Real Estate | \$ 2500 00 |
| To the trustees for court costs, viz: | | | | | |
| " " Solicitor | \$ 10 00 | | | | |
| " " Clerk of Court | 22 50 | | | | |
| " " Sheriff | 1 35 | | | | |
| " " Examiner | 4 00 | | | | |
| " Exhibit deed | 1 75 | | | | |
| " Premium on bond | 20 00 | | | | |
| " the auditor | 9 00 | | | | |
| | | \$ 48 35 | | | |
| To the trustees for expenses, viz: | | | | | |
| Order nisi on sale | \$ 4 00 | | | | |
| Revenue Stamps | 2 50 | | | | |
| | | \$ 6 50 | | | |
| To distribution, viz: | | | | | |
| To Sarah Silber, widow one-ninth | \$ 259 52 | | | | |
| " Chas. Silber, one-seventh | 296 88 | | | | |
| " Mary Silber, one seventh | 296 88 | | | | |
| " Martha Silber, one seventh | 296 88 | | | | |
| " Lina Silberg | 296 88 | | | | |
| " Hanna Silber | 296 87 | | | | |
| " Ruth Silber | 296 87 | | | | |
| " Rosa Silber | 296 87 | | | | |
| | | \$ 2337 65 | | | |
| | | \$ 2500 00 | | | \$ 2500 00 |

Ordered By The Court, this 12th day of March 1919, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Moss. A. J.

In the matter of the Sale of
the mortgaged Real Estate
of Louis G. Ridgely.

No. 4010 Equity.
In the Circuit Court for
Anne Arundel County.

This Mortgage, made this nineteenth day of August, in the year nineteen hundred and five by Louis G. Ridgely (single) of Anne Arundel County and State of Maryland party of the first part and Thomas H. Gaither of Howard County in said State party of the second part.

Witnesseth that the said Ridgely is indebted to the said Gaither in the sum of seventeen hundred dollars, current money this day loaned said Ridgely by said Gaither. And for the payment thereof three years after date the said Ridgely has passed to the said Gaither his promissory note of even date payable three years after date and for the interest thereon to accrue has also passed his six other promissory notes for fifty one dollars each payable respectively in six, twelve, eighteen, twenty-four, thirty and thirty-six months and whereas the execution of these presents was a condition precedent to the said loan, now therefore this mortgage witnesseth that the said Louis G. Ridgely has bargained and sold and by these presents does grant and convey unto the said Thomas H. Gaither, his heirs and assigns in fee simple all the following three lots of ground in the City of Annapolis, Anne Arundel County, Maryland viz:

First: A lot of ground on Pleasant Street in the City of Annapolis 16 x 33 feet conveyed to said Louis G. Ridgely by Delia Ridgely (widow) by deed dated Feb'y 1st 1891 Recorded among the Land Records of Anne Arundel County in Liber S.H. No. 38 folio 610.

Second: A lot of ground on Cabert Street in said city 40 x 60 feet conveyed to said Ridgely by Chas. G. and Mrs. H. Feldmeyer by deed dated August 18th 1902. Recorded as aforesaid in Liber G. N. No. 27, folio 28.

Third: A lot of ground conveyed by same grantors to same grantee by deed dated April 20th 1904. Recorded as aforesaid in Liber G. N. No. 37, folio 8 etc. To which said

deeds, reference is made for metes, bounds, courses and distances.

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 parcels of ground and premises unto and to the proper use and benefit of the said Thomas H. Gaither his heirs and assigns forever!

Provided that if the said Louis Y. Ridgely his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Seventeen Hundred 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 Louis Y. Ridgely shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts 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 Louis Y. Ridgely for himself, his heirs, personal representatives and assigns, does 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 Thomas H. Gaither his personal representatives and assigns, or James N. Owens 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 Anne Arundel 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 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 his personal representatives 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 Mortgagee his personal representatives or assigns, or to whomever may be entitled to the same.

And the said Mortgagee for himself his heirs, personal representatives and assigns, does 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 Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagee for his heirs, personal representatives and assigns does hereby covenant to pay; and the said Mortgagee his personal representatives or assigns or James W. Owens 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 the 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 commissions
 And the said Louis Y. Ridgely for himself, his 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 his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least fifteen hundred 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 representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee his personal representatives and assigns.

Witness the hand and seal of the said Mortgagor.

Test:

J. Roland Brady.

_____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 19th day of August in the year nineteen hundred and five before me, a Notary Public of the State of Maryland, residing and doing business in and for the County aforesaid, personally appeared Louis Y. Ridgely the Mortgagor named in the foregoing Mortgage and acknowledged the foregoing Mortgage to be his act. At the same time also appeared James W. Owens Attorney and Agent of the within named mortgagee, and made oath in due form of law, that the consideration set forth in said Mortgage is true and bona fide as therein set forth. And did also make oath in due form of law, that he is the agent of said mortgagee duly authorized to make this affidavit.

Witness my hand and Seal Notarial.

(Notary's seal)

J. Roland Brady.
 Notary Public.

Attorney's Bond.

Know all Men by these Presents, That we, James W. Owens as principal and the Illinois Surety Company, a body corporate, duly incorporated under the laws of the State of Illinois, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand (\$2000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 20th day of October in the year of our Lord Nineteen Hundred and fifteen.

Whereas, the above bounden James W. Owens by virtue of the power contained in a mortgage from Louis Z. Ridgely (single), to Thomas H. Gaither, bearing date the 19th day of August, 1905, and recorded among the mortgage records of Anne Arundel County in Liber G. W. No. 45, Folio 205 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

In Testimony Whereof, the above bounden James W. Owens has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney

in fact, the day and year first herein above written.

Signed, sealed and delivered

in the presence of

Eva M. Clark.

James W. Owens. (SEAL)

(Corporate Seal)

Illinois Surety Company.

Attest as to Surety Eva M. Clark.

By George E. Pullman
Attorney in fact.

Report of Sale.

To the Honorable, The Judge of said Court:

The Report of Sale of James W. Owens, Attorney, named in the mortgage in these proceedings filed respectfully states:

That by the provisions in said mortgage it was covenanted that in case of default in taxes, interest and other defaults that the real estate covered by said mortgage should be sold for the purpose of paying the mortgage debt, interest, costs and expenses, and said defaults having occurred.

That after filing the bond, which was approved by the Clerk of the Circuit Court for Anne Arundel County, he advertised the sale of the said real estate for more than three weeks in the Evening Capital, a paper published in Annapolis, Anne Arundel County, Maryland, and by hand bills extensively circulated throughout the community, and that having complied with all of the prerequisites as provided in said mortgage he appeared at the Court House door in the City of Annapolis on Saturday, October 30th 1915, at 11 o'clock A. M. and then and there proceeded to sell the said property, through William H. Moss, Auctioneer.

That in the advertisement the Attorney had stated he would offer the property as a whole, and then offer the several houses and lots covered by said mortgage, separately, but while the advertisement was

pending a number of persons came to the Attorney and signified their desires to purchase some one or more of the houses and lots, and believing that by offering them first, as individual properties, that the better price would be obtained than if offered as a whole. He, therefore, by a written notice notified the persons then assembled that instead of offering it as a whole at first he would offer the several properties, separately, and this was done in conformity to said notice, but that he did not receive any bid for them as individual properties, and, therefore, he offered the several houses and lots as a whole, and sold the same to Clarence C. Evans at and for the sum of Twenty-one hundred dollars, he being then and there the highest bidder therefor, and the said Clarence C. Evans has made the deposit required by the advertisement and agrees to comply with the terms of sale, which agreement with the Auctioneer's certificate of the sale is herewith filed as a part of this Report.

All of which is respectfully submitted.

James W. Owens
Attorney named in Mortgage.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 8th day of November, in the year 1915, before me, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared James W. Owens, Attorney named in the mortgage hereinbefore mentioned, and made oath in due form of law that the sale was fairly made and at the best price obtainable therefor.

Wm. Martin Brady
Deputy Clerk.

Order Nisi.

Ordered, this 8th day of November, 1915, that the sale of the property mentioned in these proceedings made and reported by James W. Owens, Attorney, be ratified and confirmed unless cause to the contrary hereof be shown on or before the Eleventh day of December, next; provided a copy of this Order be in-

serted in some newspaper published in Anne Arundel County once in each of three successive weeks before the said Eleventh day of December next. The Report states the amount of the sale to be Twenty-one Hundred (\$2100.00) Dollars.

George Wells - Clerk.

Office of the Evening Capital.

Annapolis, Md. Dec. 14, 1915.

We hereby certify, that the annexed advertisement Order nisi in the Estate of Louis Y. Ridgely, No. 4010 Equity, was published in the "Evening Capital", a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the Eleventh day of December, 1915, the first insertion appearing on the eighth day of November, 1915.

Wm. M. Abbott Estate

Es. A. Gage. Publisher.
Mgr.

Attorney's Sale of Valuable Real Estate, In the City of Annapolis
By virtue of a power of sale contained in a mortgage from Louis Y. Ridgely, dated August 19th, 1905, and recorded among the Land Records of Anne Arundel County, in Liber G. N. No. 45, folio 205, the undersigned, attorney named in said mortgage will offer at public sale at the Court House door, in the City of Annapolis on Saturday, October 30th, 1915 at 11 o'clock A. M., the following described property, viz:

First - Lot described as follows: Beginning at a point on the west side of Pleasant street, 46 feet from the building line at the intersection of Clay and Pleasant streets, and running in a northerly direction 16 feet, thence at right angles in an easterly direction 33 feet, thence at right angle to the last mentioned line and parallel with the first line of 16 feet, thence at right angles at the place of beginning, improved by a Two-story Frame Dwelling.

Second - Beginning at Cabnet street 15-9 feet 5 inches from the intersection of Cabnet and Northstreet streets and running north 42 degrees 15 minutes east 40 feet to a post, thence north 46 degrees 15 minutes west 60 feet

to a post, thence south 42 degrees 15 minutes, west 40 feet to a post; thence south 46 degrees 15 minutes, east 60 feet to the beginning containing 2,400 square feet of ground, improved by two two-story frame dwellings.

Third. Beginning on Cabret St. at the southernmost corner of Melia Ridgely's lot (see G. N. No. 30 folio 381) and running thence and binding on Cabret St. 24 feet, thence westerly 60 feet thence northerly 24 feet and thence by the line of Melia Ridgely's lot 60 feet, to the beginning. Containing 1,440 square feet of ground, improved by two two-story frame dwellings.

These properties are rented to good tenants and the total rental for the same is \$43.50 per month. The number of the houses on the streets will be given on the date of sale, and they will be offered, first, individually, as to the houses and lots upon which they stand and, secondly, as a whole, and will be sold as it may appear to the best advantage of the mortgagor and mortgagee.

Taxes adjusted to day of sale.

Terms of Sale: - One-half cash on ratification of the same, balance in six months with interest from the date of sale, or all cash at the option of the purchaser.

A deposit of \$50 will be required if sold as individual sale of one house and lot each, of \$200 if sold as a whole.

The purchaser can arrange to borrow a part of the purchase money on mortgage.

James W. Owens.
Attorney named in Mortgage.

Annapolis, Md. October 30th, 1915.

I hereby acknowledge that I have this day purchased of James W. Owens, Attorney, the five houses described in the _____ at and for the sum of Twenty-one Hundred Dollars, within advertised, and agree to comply with the terms of sale.

Witness: Eva M. Clark.

Clarence C. Evans.

I hereby certify that as Auctioneer I this day sold

the within described property for James W. Owens, Attorney, named in the mortgage to Clarence C. Evans for Twenty-one hundred dollars.

William H. Moss.

Auctioneer.

Ordered, by the Court, this 14th day of December, 1915, that the sale made and reported by James W. Owens, Attorney as aforesaid, be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order nisi passed in said case; and the Attorney is allowed the usual commissions and such expenses as he shall produce vouchers for to the Auditor.

Jas. R. Brashears.

Petition for Special Auditor.

To the Honorable, The Judge of said Court:

James W. Owens, Auditor, of this Court respectfully states: That he is disqualified to state the Auditor's account in the above entitled case and prays the appointment of a Special Auditor to state the same.

James W. Owens
Auditor.

Ordered, by the Circuit Court for Anne Arundel County, on the 14th day of December, 1915, on the foregoing suggestion that George E. Pullman, be and he is hereby appointed Special Auditor to state and file the account in the above entitled case, but before doing so he shall take the oath required of the Auditor of this Court.

Jas. R. Brashears.

State of Maryland, Anne Arundel County, to wit:

I, George E. Pullman, do make oath that I will well and faithfully execute the duties of the office of Special Auditor in the above entitled case without favor, affection, partiality, or prejudice.

George E. Pullman

Subscribed and sworn before me Judge of the Circuit Court for Anne Arundel County on this 14th day of December, 1915.

Jas. R. Brashears

To the Honorable, the Judges of said Court.

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account which is self explanatory. All of which is respectfully submitted.

George E. Pullman, Special Auditor.

Mr. 1915.
Oct. 30

In the Matter of the Sale of the Mortgaged Real Estate of Louis G. Ridgely in ac. with James W. Owens Attorney.

| | | | | | | | |
|---|----------|----------|------------|-----------------|---|------------|--|
| To the Attorney for his commissions | | | \$ 96 00 | 1915 Oct. 30 | By proceeds of sale of real estate as per report filed. | | |
| To the Attorney for his expenses, viz:- | | | | | | | |
| " Advertising, Evening Capital | \$ 20 00 | | | | | | |
| " " " " order misc on this account | 3 50 | | | | | | |
| " Premium on Bond | 10 00 | | | | | | |
| " Auctioneer (N. H. M) | 16 00 | \$ 49 50 | | | | | |
| To the Attorney for Court costs, viz:- | | | | | | | |
| " Plaintiff's Solicitor | \$ 10 00 | | | | | | |
| " Clerk of Court | 10 85 | | | | | | |
| " Auditor | 9 00 | \$ 29 85 | | | | | |
| To Annapolis City taxes for 1914 | \$ 25 45 | | | | | | |
| " " " " " " 1915 adjusted to October 30 th . | 1 52 | \$ 32 97 | | | | | |
| To State & County taxes for 1913 | \$ 30 25 | | | | | | |
| " " " " " " 1914 | 29 50 | | | | | | |
| " " " " " " 1915 adjusted to October 30 th . | 9 32 | \$ 69 07 | | | | | |
| To Thomas H. Gaither, Jr. in full of mortgage claim filed | | | \$ 1785 00 | | | | |
| To this balance on account of judgment claim filed of Chas. Himmelheber | | | \$ 37 61 | | | | |
| To amount of judgment claim of Chas Himmelheber with interest from April 8, 1909 to Oct. 30, 1915, 9 yrs. 6 mo. 22 days | \$ 84 52 | | | | | | |
| By this amount allowed supra | 37 61 | | | | | | |
| Balance due | \$ 46 91 | | | | | | |
| | | | | | | \$ 2100 00 | |

Ordered, this 13th day of January, 1916, That the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 14th day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of successive weeks before the 14th day of February next.
Geo. Wells, Clerk.

Ordered By the Court, this _____ day of _____ 19____, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

In the matter of the Sale of
The mortgaged Real Estate of
Catherine Hebron & Sarah E. Hebron.

No. 4244 Equity.
In the Circuit Court for
Anne Arundel County.

This mortgage, made this Tenth day of March in the year Nineteen hundred and fifteen by Catherine Hebron and Sarah E. Hebron parties of the first part, of Anne Arundel County, State of Maryland, and Thomas S. Yarborough of the second part, of Anne Arundel County, of the State of Maryland, Witnesseth.

Whereas, the said Catherine Hebron and Sarah Elizabeth Hebron parties of the first part and Thomas S. Yarborough party of the second part, are joint and several makers of a promissory note dated the tenth day of March in the year Nineteen hundred and fifteen for the sum of Five hundred and thirty dollars, payable to the Farmers' National Bank of Annapolis six months after date, upon which said note the parties of the second part sustain to the parties of the first part the relation of sureties, though as to the said bank the parties of the second part and of the first part are joint and several makers of the said promissory note and jointly and severally liable therefor; and, whereas, the said note was discounted by the said bank at the request of the parties of the first part, and the execution of these presents to secure the payment thereof and to indemnify and save harmless the parties of the second part from any loss or damage in the premises by reason of their executing the said promissory note jointly and severally with the said parties of the first part was a condition precedent thereto. Now, therefore, in consideration of the premises, and of the sum of one dollar, the parties of the first part Catherine Hebron and Sarah Elizabeth Hebron have bargained and sold, and by these presents do grant and convey unto the said Thomas S. Yarborough his heirs and assigns, in fee simple, the following property, namely:

All that lot of ground situate on St. Johns Street fronting thereon sixteen (16) feet improved by a two story frame dwelling-house, which is fully and particularly described in a deed thereof dated the tenth day of March, 1915, from Annie Hackney and the Annapolis Land and Improvement Company of Anne Arundel County, Maryland to Catherine Hebron, and also described in a deed of same date from the said Catherine Hebron to Sarah Elizabeth Hebron which said deeds are intended to be recorded in the Land Records of Anne Arundel County simultaneously with the record of this mortgage.

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

To have and to hold the above described premises unto and to the proper use and benefit of the said Thomas S. Yarbrough, his heirs and assigns, in fee simple, forever.

Provided, however, that if the said Catherine Hebron and Sarah Elizabeth Hebron shall pay or cause to be paid, take up or cause to be taken up, the aforesaid note executed by themselves, and the said Thomas S. Yarbrough in the Farmers' National Bank, dated the Tenth day of March in the year Nineteen hundred and fifteen and all renewals or substitutes therefor, for the whole or any part thereof, when due and payable, and shall indemnify and save harmless the said Thomas S. Yarbrough from all and every loss, damage and expense to which he may be in any subjected by reason of his said suretyship and shall pay or cause to be paid all discount, interest and expenses of every kind that may accrue upon said note, and all renewals or substitutes therefor, in whole or in part, or that may be incurred by said parties in any suit or suits that may be instituted for the collection thereof,

and shall perform all the covenants herein on the part of the parties of the first part to be performed, then this mortgage shall be void. And it is agreed that until default be made in the premises, the said 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 and the aforesaid debt represented by said notes, and any all renewals thereof and substitutes therefor, in whole or in part aforesaid, the said parties of the first part, for themselves and for their heirs, executors and administrators, hereby covenant to pay when legally demandable. But if default be made in the premises or in the payment of said note, or any renewal thereof, or substitutes therefor, in whole or in part, or in the payment of the discount or interest thereon, or any part of either one of them at the time limited for the payment of the same, or any agreement, covenant or condition of this mortgage, then the entire debt shall be due and demandable, and it shall be lawful for the said parties of the second part, his executors, administrators or assigns, or James M. Mumrol, their attorney or agent, at any time after such default, upon the request of the party of the second part or either of them or of the said Bank, to sell the hereby mortgaged property, or so much thereof as may be necessary to reimburse the said sureties for any loss which they might incur by reason of their aforesaid suretyship, and to pay whatever may remain due and owing on the said note, or any renewal thereof or substitute therefor, in whole or part, or to pay the whole indebtedness to said Bank if no part thereof has been previously paid, and to pay and satisfy all costs incurred in making such sale, and to grant and convey said property to the purchaser or purchasers, his, her or their heirs and assigns, and which sale shall be made in the manner following, namely: upon giving twenty days' notice

of the time, place and manner and terms of sale in some newspaper printed and published in Anne Arundel County, and such other notice as may be deemed expedient, and in the event of a sale of the property under the power hereby granted, the proceeds arising from such sale to apply -

First. - To the payment of all expenses incident to such sale, including an appearance fee and seven per cent commissions to the party making sale of said property, and including the premium on any bond given in a duly authorized surety company, by the person exercising the power of sale herein contained.

Secondly. - To the payment of the amount remaining due on said note or any renewal thereof, or substitutes therefor, in whole or in part, both for principal, discount, interest and costs, and to the reimbursement of the said Thomas S. Garbrough for any and all loss or damage which they may have sustained or become liable for by reason of their said suretyship.

Fourthly. - The surplus, if any, to pay over to the said parties of the first part, or to whomever may be entitled to the same.

And the said parties of the first part for themselves and for their 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 property to at least the amount of four hundred and fifty dollars and to cause the policy to be effected thereon to be so framed or endorsed, as in case of fire to ensure to the benefit of the said mortgagee to the extent of his lien or claim thereunder.

Witness the hand and seal of the said mortgagors.

Test:
James M. Munroe.
J. Roland Brady.

Catherine ^{her} X Hebron (SEAL)
Sarah X ^{mark} Elizabeth Hebron (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this tenth day of March, in the year 1915, before the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Catherine Hebron and Sarah Elizabeth Hebron and acknowledged the foregoing mortgage to be their act. And now at the same time also personally appeared Thomas D. Yarbrough the within named mortgagee, and made oath in due form of law, that the consideration set forth in the foregoing mortgage, is true and bona fide as therein set forth.

Witness my hand and Seal Notarial

(Notary's seal)

J. Roland Brady
Notary Public.

Attorney's Bond.

Know all Men by these Presents,

That we, James M. Munroe, of Anne Arundel County, State of Maryland as principal, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Hundred (\$900.00) 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, one and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents, sealed with our seals and dated this fourth day of October, in the year of our Lord, 1917

Whereas, the above bounden James M. Munroe by virtue of the power contained in a mortgage from Catherine Hebron and Sarah E. Hebron to Thomas D. Yarbrough bearing date the tenth day of March, nineteen hundred and fifteen and recorded among the mortgage records of Anne Arundel County in Liber G. N., No. 112, Folio 25 and the said James M. Munroe 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. A55

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

In Testimony Whereof, the above bounden James M. Munroe has hereto set my hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney in Fact, the day and year first herein above written.

Signed, Sealed and Delivered
in the presence of

Laura P. Jickling.

(Corporate seal)

James M. Munroe (SEAL)

Fidelity and Deposit Co. of Md.

By Edgely G. Nelson,
Attorney-in-fact.

Report of Sale.

To The Honorable, the Judges of said Court:

The report of James M. Munroe, the Attorney named in the mortgage filed in this case to make sale of the property therein mentioned in case of default, respectfully shows:

That the said mortgage was in default and that at the request of the mortgagors, after having given bond with surety duly approved and having advertised the property for sale for more than three weeks before the day of sale in the Evening Capital, a newspaper published daily at Annapolis, and also by handbills which he had circulated through the City of Annapolis, he did, pursuant to said notices of sale, attend in person at the Court House door in the City of Annapolis on Tuesday the 30th day of October, 1917, and offer at public sale the said property mentioned in these proceedings, but withdrew

the same for want of bidders, but has since sold the property at private sale to Sophie M. Yarbrough at and for the sum of Six Hundred Dollars (\$600.00),
 All of which is respectfully submitted.

James M. Munroe
 Atty.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 6th day of December, in the year Nineteen Hundred and Seventeen before me, the subscriber one of the Deputy Clerks of the Circuit Court for Anne Arundel County, personally appeared James M. Munroe, the attorney named in the mortgage filed in these proceedings, and made oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein stated to the best of his knowledge and belief, and that the said sale was fairly made.

Wm. W. Woodward,
 Deputy Clerk of the Circuit Court
 for Anne Arundel County.

Order Nisi.

Ordered, this 6th day of December, 1917, That the sale of the property mentioned in these proceedings made and reported by James M. Munroe, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 1st day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of January next.

The report states the amount of sales to be \$600.00
Geo. Wells, Clerk.

Publisher's Certificate.

The Evening Capital.

Annapolis, Md., Jan. 10 - 1918.

We hereby certify, That the annexed advertisement Order nisi in matter of the Sale of Mortgaged Real Estate of Catherine & Elizabeth Hebron was published

in the "Evening Capital", a daily newspaper published and printed in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 7th day of January, 1918, the first insertion appearing on the 10th day of December, 1917.

Mrs. M. Abbott Estate.
E. A. Gage Mngvr. *Publisher.*

Mortgagee's Sale of Valuable House and Lot,

On St John's St., Annapolis, Md.

By virtue of a power of sale contained in a mortgage from Catherine Hebron and Sarah Elizabeth Hebron, dated the 10th day of March, in the year 1915, and recorded in the Land Records of Anne Arundel County in Liber G. N. No. 112, folio 25, and at the request of the mortgagees, I will offer at public sale at the Court House door, in the city of Annapolis, Md., on Tuesday, 30th day of October, 1917 at half-past twelve o'clock the following property: All that lot of ground situate on St. John's Street, Annapolis, Maryland, fronting thereon sixteen feet and having a depth of about sixty feet, improved by a two-story Frame Dwelling House insured in the Fidelity and Phoenix Insurance Company for the sum of four hundred and fifty dollars, and being the same property which was conveyed to the said Catherine Hebron by Anne Hackney and the Annapolis Land & Improvement Company by deed dated the 10th day of March, 1915, recorded in said Land Records in Liber G. N. No. 115, folio 141, and in said deed fully and particularly described.

Terms of Sale:— Cash on ratification of sale. A deposit of fifty dollars will be required of the purchaser on the day of sale. A responsible purchaser can make arrangements to purchase this property on easy terms.

For full particulars apply to the undersigned.

James M. Munroe.
Attorney named in the Mortgage.

William H. Moss,
Auctioneer.

Ordered By the Court, This 12th day of January, 1918. that the sale made and reported by the Attorney aforesaid, 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; and the Atty. allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A. J.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account which is self explanatory. All of which is respectfully submitted.

James M. Owens, Auditor.

Dr. To Mortgage Real Estate of Katharine Hebron et al. in ac. with James M. Mummae Attorney. Cr.

| | | | | | |
|---|-----------|-----------|-----------------|---------------------|-----------|
| To Attorney for his commissions | | \$ 42 00 | 1917. Dec. 6 | By proceeds of sale | \$ 600 00 |
| To Attorney for his expenses, viz. | | | | | |
| " Advertising (Evening Capital) | \$ 22 00 | | | | |
| " Auctioneer (Mr. H. Moss) | 11 00 | | | | |
| | | \$ 33 00 | | | |
| To Attorney for Court Costs, viz. | | | | | |
| " Solicitor | \$ 10 00 | | | | |
| " Clerk of Court | 9 45 | | | | |
| " Auditor | 4 50 | | | | |
| " Premium on bond | 5 00 | | | | |
| | | \$ 28 95 | | | |
| To taxes | | | | | |
| City taxes for 1917 | | 5 91 | | | |
| To the Farmers' National Bank mortgage this amount on account of mortgage claim | | 490 14 | | | |
| | | \$ 600 00 | | | \$ 600 00 |
| Statement of mortgage claim | | | | | |
| Amount of mortgage note | \$ 491 48 | | | | |
| Interest | 5 15 | | | | |
| | \$ 496 63 | | | | |
| By amount allowed supra | | 490 14 | | | |
| Balance | \$ 6 49 | | | | |

Ordered, this 11th day of March, 1918, that the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 12th day of April next; Provided a copy of this Order be inserted in some newspaper published in Wayne Amundel County, once in each of three successive weeks before the 12th day of April next.

George Wells

Clerk.

Ordered By The Court, this 13th day of December 1918, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Moss. C. J.

In the Matter of the Sale of
the mortgaged Real Estate of
Joshua M. Dennis and Mary
J. Dennis, his wife.

No. 4213 Equity
In Circuit Court for
Anne Arundel County.

This Mortgage, made this Twenty-seventh day of August, in the year one thousand nine hundred and two (1902) by Joshua M. Dennis and Mary J. Dennis, his wife, of Anne Arundel County, Maryland of the first part, and the Annapolis Savings Institution, a body corporate, of Annapolis, Maryland, of the second part,

Whereas Joshua M. Dennis and Jacob H. Dennis were indebted to the Annapolis Savings Institution in the sum of Nine Hundred and Fifty Dollars with interest thereon as evidenced by their promissory notes to the said Institution secured by their mortgages duly recorded amongst the Land Records of Anne Arundel County which said mortgages were in default and were about to be foreclosed. And whereas afterward by agreement amongst the parties the said mortgages were foreclosed so far as concerns the property of the said Jacob H. Dennis and out of the proceeds of the sale thereof the proportion of the indebtedness of the said Jacob H. Dennis to the said Jacob H. Dennis to the said Institution was paid leaving due to the said Institution on the old account by the said Joshua M. Dennis the sum of Seven Hundred and Fifty Dollars. And whereas for the payment of taxes, interest in arrears, costs and expenses and for the satisfaction of claims against the said Joshua M. Dennis the said Savings Institution has made a further advance of Three Hundred and Fifty Dollars to the said Joshua M. Dennis making the total indebtedness of the said Joshua M. to the said Institution of Eleven Hundred Dollars.

And Whereas said Joshua M. Dennis has passed to the said Savings Institution his promissory note of even date herewith for the sum of Eleven Hundred Dollars

payable five years after date, as also his ten other promissory notes each for the sum of Thirty-three dollars payable every six months being for the semi-annual interest on the said principal sum of Eleven Hundred dollars the said note representing the consolidated indebtedness of the said Joshua M. Dennis to said Institution. And whereas it was a condition precedent to said advances that these presents should be executed to secure the old indebtedness and the present advance as aforesaid.

Now this Mortgage Witnesseth, that in consideration of the premises, and of the sum of One dollar, the said Joshua M. Dennis and Mary J. Dennis, his wife, have bargained and sold and by these presents do grant and convey unto the Annapolis Savings Institution aforesaid, its successors and assigns in fee simple the following property namely: All those parcels of ground situate in the Eighth Election District of Anne Arundel County, Maryland

First, All that portion of the real estate of which Jacob Dennis, father of Joshua M. Dennis, died, seized and possessed and which by his last will and testament dated March 1st, 1882, recorded in Liber J. W. B. No. 1, folio 278 was devised to Joshua M. Dennis. Containing 26 Acres, 2 roods and 4 perches of land.

Second, All that tract of 11 acres, 3 roods, 16 square perches conveyed to Joshua M. Dennis by Andrew N. Avery and wife by deed dated August 5th, 1899, recorded among Land Records of Anne Arundel County in Liber G. N. No. 15, folio 158.

Third, All the right, title, interest and estate of the parties of the first part in and to all that tract of land lying adjoining the property herein firstly described consisting of 23 Acres, 6 perches of land formerly owned by Leonard Dennis, deceased, and which was conveyed to Joshua M. Dennis and Jacob H. Dennis by James M. Munroe, Trustee, by deed dated February 3rd, 1892, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 40, folio 524.

Fourth, All the right, title, interest and estate of the parties of the first part in and to all that tract of land situate in the Eighth Election District of Anne Arundel County known as the "Foote Tract" which was conveyed to Jacob H. and Joshua M. Dennis by Charles Foote and wife by deed dated August 25th 1898 recorded as aforesaid in Liber G. W. No. 12, folio 249, said tract containing 84 acres, 1 rood, 24 perches.

Being the same property laid down on a plat made by John Shepherd, surveyor, on the 13th of June, 1902, and duly filed in the Circuit Court for Anne Arundel County in No. 2449 Equity in the Matter of the Sale of the mortgaged Real Estate of Jacob H. Dennis and therein described by metes and bounds courses and distances.

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

To have and to hold, the aforesaid parcels of ground and premises unto and to the proper use and benefit of the Annapolis Savings Institution, its successors and assigns forever.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, shall well and truly pay the aforesaid sum of Eleven Hundred dollars together with the semi-annual interest thereon reserved, according to the tenor of the aforesaid promissory notes, 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, and on the mortgage debt hereby intended to be secured: which taxes, assessments, public dues,

463
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

And the said parties of the first part do hereby covenant to keep the improvements on the land hereby conveyed in good repair, and to commit no waste and suffer none to be committed on the property conveyed; and the said parties of the first part do hereby covenant to open an account within fifty days from the date of these presents with the Annapolis Savings Institution, in the name of Joshua M. Dennis use of the Annapolis Savings Institution, and to deposit to the credit of said account at least the sum of One Hundred Dollars annually the said deposit to bear interest as other deposits in said Institution for the benefit of the depositor, and to be held by said Institution to be applied toward the liquidation of the mortgage debt when due.

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 Annapolis Savings Institution, its successors and assigns, or James M. Munroe, 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 manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as may be deemed necessary, 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 counsel or attorney's fees for collecting the mortgage debt, 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 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 Mortgagor, his personal representatives or assigns, or to whomever may be entitled to the same.

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 amount of at least — dollars and to cause the policy to be effected thereon to be so framed or indorsed, as in case of fire, to insure to the benefit of the Annapolis Savings Institution to the extent of its lien or claim hereunder. And in event of default under this mortgage and advertisement of the property for sale and settlement of the claims of mortgagee before sale, the mortgagors shall pay all costs and expenses and one-half commissions and appurtenance fee.

Witness, the hands and seals of said Mortgagors.

Test:

Naume S. Stockett

Joshua M. Mennis (SEAL)

Mary J. Mennis (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby Certify, that on this 27th day of August, in the year one thousand nine hundred and two before the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Joshua M. Mennis and Mary J. Mennis, his wife and each acknowledged the foregoing mortgage

to be their respective act; and now at the same time, before me, personally appeared also Eugene Worthington, the Cashier and Secretary of the within named Mortgage, and made oath in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide, as therein set forth, that he is the Cashier and Secretary of the Mortgage and its agent, and as such is authorized to make this affidavit. And also made oath in due form of law that the mortgage has not required the mortgagors, their agent or attorney or any person for said mortgagors to pay the tax levied upon the interest covenanted to be paid in advance nor will it require any tax levied thereon to be paid by the mortgagors or any person for them during the existence of this mortgage.

Witness my hand and Notarial Seal.

(Notary's seal)

Nannie S. Stockett.
Notary Public.

Received of James M. Munroe the notes secured by this mortgage and insurance policies in same August 28th, 1902

Eugene Worthington, Cashier.

Nov. 22nd, 1902.

\$100. Received of Joshua M. Kennis One Hundred Dollars on account of note secured by this mortgage.

Eugene Worthington, Cashier.

This Mortgage, made this 27th day of May, in the year nineteen hundred and twelve by Joshua M. Kennis and Mary J. Kennis, his wife, of Anne Arundel County, in the State of Maryland, of the first part, and The Annapolis Savings Institution, a body corporate, of Annapolis, Maryland, of the second part, witnessed:

Whereas the parties of the first part are now indebted to the party of the second part in the full and just sum of One Thousand Dollars balance due on their mortgaged dated the 27th day of August in the year 1902 and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 27 folio 29.

And whereas the said Savings Institution has made a further advance by way of loan to the said parties of the first part as of this date in the sum of \$500, all interest on the indebtedness of \$1,000 being paid up to this date, so that the parties of the first part are now indebted unto the said Savings Institution in the sum of Fifteen Hundred Dollars and for the said additional loan of \$500 have passed to the said Savings Institution their promissory note of even date herewith payable five years after date, and for the semi-annual interest on the said indebtedness of \$1500 have passed to the said Savings Institution their ten promissory notes each for the sum of \$45 payable at intervals of six months. And whereas the execution of these presents to secure the payment of the said indebtedness of Fifteen Hundred Dollars and the semi-annual interest thereon was a condition precedent to said additional advance and extension of loan.

Now This Mortgage Witnesseth, that in consideration of the premises, and of the sum of one dollar, the parties of the first part have bargained and sold, and by these presents do grant and convey unto The Annapolis Savings Institution, its successors and assigns, in fee simple, the following property, All those parcels of ground situate in the Eighth Election District of Anne Arundel County, Maryland.

First. All that portion of the real estate of which Jacob Dennis, father of Joshua M. Dennis, died, seized and possessed and which by his last will and testament dated March 1st 1882 recorded J. N. B. No. 1, Folio 278, was devised to Joshua M. Dennis containing 26 acres, 2 roods and 4 perches of land.

Second, All that tract of land containing 11 acres, 3 roods and 16 square perches conveyed to Joshua M. Dennis by Andrew M. Avery and wife by deed dated August 5th, 1899, recorded among said Land Records in Liber G. N. No. 15, Folio 158.

Third, All the right, title, interest and estate of the parties of the first part in and to all that tract of land lying adjoining the property herein firsty described consisting of 2 5 Acres 6 perches of land formerly owned by Leonard Klemis, deceased, and which was conveyed to Joshua M. Klemis and Jacob H. Klemis by James M. Munroe, Trustee, deed dated February 3rd, 1892 and recorded among said Land Records in Liber S. H. No. 40, Folio 524.

Fourth, All the right, title, interest and estate of the parties of the first part in and to all that tract of land situate in the Eighth Election District of Anne Arundel County known as the "Foote Tract" which was conveyed to Jacob H. and Joshua M. Klemis by Charles Foote and wife by deed dated August 25th, 1898, recorded as aforesaid in Liber G. W. No. 12, Folio 249, said tract containing 84 Acres, 1 Rood and 24 Perches.

Being the same property laid down on a plat made by John Shepherd, surveyor, on the 13th of June, 1902 and duly filed in the Circuit Court for Anne Arundel County in No. 2449 Equity in the Matter of the Sale of the mortgaged Real Estate of Jacob H. Klemis and therein described by metes and bounds, courses and distances.

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

To have and to hold the above described property unto and to the proper use and benefit of The Annapolis Savings Institution, its successors and assigns forever.

The parties of the first part do hereby covenant and agree with the party of the second part that the parties of the first part will do and perform as follows, during the existence of this mortgage:

- (A.) To notify the mortgagee within five days in case the property hereby mortgaged is vacated or from any cause becomes unoccupied.
- (B.) To pay all taxes, assessments, public dues and charges of every kind levied or assessed or to be levied or assessed, on the property hereby mortgaged, and on the mortgage debt intended to be secured hereby.
- (C.) To pay the mortgage debt hereby secured and the

interest thereon promptly, according to the tenor of the aforesaid promissory notes.

(D.) To insure and keep insured in some Fire Insurance Company satisfactory to the mortgagee, its successors or assigns the buildings on the property hereby conveyed, and to cause said policy to be so framed, or endorsed, as in case of fire to inure to the benefit of the said mortgage to the extent of Fifteen hundred dollars, and to deliver to the mortgagee the fire insurance policy and all renewals thereof.

(E.) To keep the improvements on the land hereby conveyed in good repair, committing no waste and suffering none to be committed.

(F.) To open an account within six months from the date of these presents with the Annapolis Savings Institution in the name of Joshua M. Klemm's use of the Annapolis Savings Institution and to deposit to the credit of said account at least the sum of One hundred dollars annually, the said deposit to be applied toward the liquidation of the mortgage debt hereby secured when due, or when this mortgage is in default, at which time the said Savings Institution is hereby authorized to apply said money toward the satisfaction of the claim due on this mortgage.

(G.) And it is agreed that until default be made under this mortgage the mortgagors shall possess the aforesaid property, and the mortgagors hereby covenant to notify the mortgagee in writing of the sale of the property hereby conveyed immediately upon a sale thereof, in which event the mortgagee reserves the right to demand payment of its mortgage debt.

(H.) Lease is hereby given to the mortgagor to pay off this debt in whole or part in sums not less than one hundred dollars at any time after one year from date upon payment of at least one year's interest and the current interest note and in consideration of the privilege to make partial payments the mortgagor hereby agrees to pay the current interest up to the interest due date next following the date of such partial payment.

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns shall well and truly pay the aforesaid sum of Fifteen Hundred dollars, together with the semi-annual interest

thereon reserved, according to the tenor of the aforesaid promissory notes, and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

But if default be made in the 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 Annapolis Savings Institution, its successors or assigns, by James M. Munroe, its 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 manner following viz: Upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed and published in Anne Arundel County, and such other notice as may be deemed expedient by the mortgagee or its Attorney, 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 an appearance fee and such other fee as may be allowed by the Court upon sufficient reason shown therefor; and the premium on any bond that may be given for the faithful execution of his trust by the party making the sale.

Second, to the payment of a commission to the party making the sale of said property at the rate allowed to trustees for making sales under decree of the Circuit Court for Anne Arundel County, in Equity. Third, to the payment of all claims of the said mortgagee, its successors or assigns under this mortgage whether the same shall have matured or not, and the surplus, if any there be, to be paid to the said mortgagors their personal representatives or assigns, or to whomever may be entitled to the same, and in event of default under this mortgage and advertisement of the property for sale and settlement of the

claims of mortgage before sale the mortgagors shall pay all costs and expenses and an appraisana fee, and one-half the commissions as above provided, said commissions to be calculated on the amount of the mortgage debt and interest and to be not less than twenty-five dollars.

Witness the hands and seals of the said mortgagors.

Test: Juliet H. Strahorn
Joshua M. Dennis, (SEAL)
Mary J. Dennis, (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 27th day of May, in the year nineteen hundred and twelve before me the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel county, aforesaid, personally appeared Joshua M. Dennis and Mary J. Dennis, his wife, and each acknowledged the foregoing mortgage to be their act, and, now at the same time, before me personally appeared, also, Eugene Northington, the Cashier and Secretary of The Annapolis Savings Institution the within named mortgagee and made oath, in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is the Cashier and Secretary of the within named mortgagee and duly authorized to make this affidavit.

Witness my hand and Notarial Seal.

(Notary's seal)

Juliet H. Strahorn
 Notary Public.

\$45.00

Annapolis, Md, May 27, 1912

Five years after date we promise to pay to
 The Annapolis Savings Institution Forty-five dollars,
 at Annapolis Savings Institution, Annapolis, Md.
 Value received. Secured by Mortgage of even date.

Joshua M. Dennis
Mary J. Dennis

No. 10

date May 27, 1912

\$500.00

Annapolis, Md., May 27th 1912

Five years after date we promise to pay to The Annapolis Savings Institution Five Hundred Dollars, at Annapolis Savings Institution, Annapolis, Md. Value received. Secured by Mortgage of even date.

Joshua M. Klemms.

Mary J. Klemms.

No. _____

date May 27th 1917.

\$1100.00

Annapolis, Md. August 27, 1912.

Five years after date we promise to pay to The Annapolis Savings Institution, Eleven Hundred Dollars, at Annapolis Savings Institution, Annapolis, Md. Value received. Secured by Mortgage of even date.

Joshua M. Klemms.

Mary J. Klemms.

No. _____

due Aug. 1917.

(Entry on back of note.)

Nov. 22nd - 1912

Paid One hundred dollars on account.
Balance \$ 1000.

Attorney's Bond.

Thow all Men by these Presents, That we, James M. Munroe, as principal, and the National Surety Company, a body corporate, duly incorporated under the laws of the State of New York, 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 said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this 18th day of June in the year of our Lord Nineteen Hundred and Seventeen.

Whereas, the above bounden James M. Munroe by virtue of the power contained in a mortgage

from Joshua M. Klemis and Mary J. Klemis, his wife to Annapolis Savings Institution, a body corporate, bearing date the 27th day of August, 1902, and 27th of May, 1912, and recorded among the land records of Anne Arundel County in Liber G. N., No. 27, Folio 29 and Liber G. N., No. 65, Folio 84 is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

In Testimony Whereof, the above bounden James M. Munroe has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered
in the Presence of
Lawrence I. Fauble.

(Corporate seal)

Attest as to Surety Lawrence I. Fauble

James M. Munroe (SEAL)
National Surety Company,
George E. Ruffington,
By John M. Green
Attorney in fact.

Report of Sale

To the Honorable, The Judges of said Court:

The Report of James M. Munroe, the attorney mentioned in the mortgages filed in these proceedings to make sale of the property therein mentioned and thereby conveyed in case of default thereunder respectfully shows:

1. That the said mortgages were in default and that the said attorney having filed his bond with security duly approved and having given by advertise-

ment in the Advertiser - Republican, a newspaper published weekly at Annapolis, due notice of the time, place, manner and terms of sale for more than three weeks before the day of sale and having circulated handbills of the sale of said property in the neighborhood of the property to be sold, he did attend in person at the Court House door in the City of Annapolis, Maryland, on Tuesday, the 10th day of July, 1917, at eleven o'clock A. M. pursuant to said advertisement of said sale and did then and there offer at public sale the property hereinafter mentioned and sold the same at and for the sum of Two thousand dollars to N. Meade Holladay, he being then and there the highest bidder therefor, namely:

- Lot No. 1, containing 2 1/2 acres, 2 roods and 4 square perches of land.
- Lot No. 2 containing 11 acres, 3 roods, and 16 sq. perches of land.
- Lot No. 3 containing 9 acres, 3 roods and 25 sq. perches of land.

Being the parcels 1, 2 and 3 in said advertisement of sale and he files herewith one of the handbills of said sale on the back of which is indorsed a certificate of the auctioneer as to said sale and a memorandum thereof signed by the purchaser and further shows that the said purchaser has paid Two hundred dollars on account of the purchase money.

All of which is respectfully submitted.

James M. Munroe,
Atty.

State of Maryland, Anne Arundel County, S.S.:

I hereby certify that on this 11th day of July in the year 1917, before the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County personally appeared the above named James M. Munroe, attorney, and made oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein stated to the best of his knowledge and belief.

William N. Woodward
Deputy Clerk for Circuit Court for
Anne Arundel County.

Ordered this 11th day of July, 1917, That the sale of the mortgaged Real Estate of Joshua M. Klemis and Mary J. Klemis, his wife, made and reported by James M. Munroe, Attorney, Be Ratified And Confirmed, unless cause to the contrary thereof be shown on or before the 13th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of August next.

The report states the amount of sale to be \$2000.00

Geo. Wells, Clerk.

Office of The Advertiser-Republican.

Annapolis, Md., Aug. 13, 1917.

I hereby certify that the annexed Order nisi, in the matter of the Sale of the Mortgaged Real Estate of Joshua M. Klemis and Mary J. Klemis, his wife, No. 4213, Equity, was published in The Advertiser-Republican a newspaper published in the City of Annapolis, once a week for four successive weeks before the 13th day of August, 1917. The first insertion being made the 12th day of July, 1917.

George P. Nelson Publisher.
Per C. K. T.

Wilson J. Neems

Auctioneer.

Mortgagee's Sale of valuable Farm Lands, near Shady Side, in the Eighth Election District of Anne Arundel County.

By virtue of the powers of sale contained in two mortgages to The Annapolis Savings Institution from Joshua M. Klemis and Mary J. Klemis, his wife, the first dated the 27th day of August, in the year 1902, and recorded in the Land Records of Anne Arundel County in Liber G. N., No. 27, folio 29, and the second dated the 27th day of May, in the year 1912, and recorded in the aforesaid Land Records in Liber G. N., No. 65, Folio 84, I will offer to public sale,

at the Court House door, in the city of Annapolis, Md., on Tuesday, July 10th, 1917, at 11 o'clock A. M. the following property:

1. All that portion of the real estate of which Jacob Dennis, Sr., father of Joshua M. Dennis, died, seized and possessed and by his last will and testament dated March 1st, 1882 and recorded in the office of the Register of Wills of Anne Arundel County, in Liber J. W. B., No. 1, folio 278, devised to Joshua M. Dennis, containing twenty-six acres, two roods and four square perches of land, and designated as Lot No. 1 on the plat filed in No. 2449 Equity in the Circuit Court for Anne Arundel County, and thereon described by metes and bounds, courses and distances.

2. All that tract of land containing eleven acres, three roods and sixteen square perches, which was conveyed to said Joshua M. Dennis by Andrew N. Avery and wife, by deed dated the 5th day of August, 1899, and recorded in said Land Records in Liber G. W., No. 15, folio 158, and designated as Lot No. 4 on said plat and thereon described by metes and bounds, courses and distances.

3. All that tract of land adjoining the property just above described, consisting of nine acres three roods and twenty-five square perches of land, being a part of the land which formerly belonged to Leonard Dennis, and designated as part of Lot No. 2 on said plat, and thereon described by metes and bounds, courses and distances.

4. All the right, title and estate of the said Joshua M. Dennis in and to all that tract of land known as the "Foote" property, and containing about eighty-four acres, one rood and twenty-four square perches.

This property is improved by a large two and one-half story frame dwelling house, insured in the Fidelity-Phoenix Insurance Co. of New York for twelve hundred dollars, and also by another small dwelling house, barn, cornhouse, and sheds, cornsuet, stable,

and meathouse, and is a very desirable property.

For further particulars and a more definite description of the property apply to the undersigned.

Terms of Sale: - One-half cash on ratification of sale, balance payable one year from day of sale, deferred payments to be secured by notes of purchasers with satisfactory surety, bearing interest from day of sale. The purchasers may pay all cash on ratification of sale at their option or these terms may be altered to suit responsible purchasers. A deposit of ten per cent of the purchase money will be required of purchaser on day of sale.

James M. Munroe,
Atty named in the Mortgage.

Annapolis, Md., July 10, - 1917.

I hereby certify that I have this day sold to W^m. M. Holladay the three pieces of property described in the advertisement as follows:

Lot 1. Containing twenty-six acres, 2 roads and 4 square-perches.

Lot 2. Containing 11 acres, 3 roads and 16 sq. perches.

Lot 3. Containing 9 acres, 3 roads and 25 sq. perches.

Said sale being at public auction at and for the sum of Two thousand dollars.

Wilson J. Meems,
Auctioneer.

I have purchased the above described property for the sum of Two thousand dollars and agree to comply with the terms of sale.

W. Meade Holladay.

Ordered By The Court, this 28th day of August, 1917, that the sale made and reported by the Attorney aforesaid, 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; and the attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

W^m. Henry Forsythe J.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account which is self explanatory. All of which is respectfully submitted.

James W. Owens, Auditor

The mortgaged Real Estate of Joshua M. Dennis in ac. with James M. Munroe, Atty.

rel.
1917.
July 11"

| | | | | | | |
|--|----------|-----------|-------------|---------|----------------------|-------------|
| To the Atty. for his commissions | \$ 93 00 | | | July 11 | By proceeds of sales | |
| " " " " a fee | 50 00 | \$ 143 00 | | | per report filed | \$ 2,000 00 |
| " " " " Court costs, viz: | | | | | | |
| Solicitor | \$ 10 00 | | | | | |
| Clerk of Court | 11 85 | | | | | |
| Auditor | 9 00 | | | | | |
| Premium on Bond | 10 00 | \$ 40 85 | | | | |
| To the Atty for his expenses, viz: | | | | | | |
| Advertising sale & order nisi | \$ 26 25 | | | | | |
| " Order nisi this account | 3 50 | | | | | |
| Auctioneer | 11 00 | \$ 40 75 | | | | |
| To the Atty for taxes viz: | | | | | | |
| State & County for 1915 | \$ 66 70 | | | | | |
| " " " " " 1916 | 64 55 | \$ 131 25 | | | | |
| To The Annapolis Savings Institution in full of Mtge. claim & interest | | | \$ 153 75 | | | |
| The mortgagors this balance | | | 88 40 | | | |
| | | | \$ 2,000 00 | | | \$ 2,000 00 |

Ordered, this 11th day of March, 1918, that the Report and Account of the Auditor, filed this day in the above entitled cause, Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 12th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of April next;

George Wells.

Ordered By The Court, this 20th day of August, 1918, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Moss, A. J.

In the matter of the sale of
The mortgaged Real Estate of
Wm Brown + Mary L. Brown

No. 4265 Equity
In the Circuit Court for
Anne Arundel County.

This Mortgage, made this First day of December, in the year nineteen hundred and three by William Brown and Mary L. Brown, his wife, of Annapolis, Anne Arundel County, in the State of Maryland, of the first part, and The Annapolis Savings Institution, a body corporate, of Annapolis, Md., of the second part, witnesseth:

Whereas the parties of the first part have this day received by way of loan an advance from the said Savings Institution of the sum of Three Hundred Dollars (\$300.00) for the payment whereof four years after date the parties of the first part have passed to said Savings Institution their promissory note of even date herewith, and for the payment of the semi-annual interest on said principal sum received, the said parties of the first part have also passed to the said Savings Institution their eight other promissory notes of even date herewith, each being for the sum of nine dollars and payable at intervals of six months each: and whereas the execution of these presents to secure the payment of the aforesaid notes, was a condition precedent to said loan;

Now this Mortgage Witnesseth, that in consideration of the premises, and of the sum of one dollar, the parties of the first part have bargained and sold, and by these presents do grant and convey unto The Annapolis Savings Institution, its successors and assigns, in fee simple, the following property,

All that lot of ground situate on the south side of Prince George street in the city of Annapolis, Maryland, and described as follows in the deed thereof to the said William Brown from Emma V. Harrison dated the 11th day of June in the year 1894 and recorded in the Land Records of Anne Arundel County in Lib. S. H., No. 47, folio 223:

Beginning at a point on the south side of Prince George street eighty-eight feet, six inches from its intersection with Creigh street thence running southwardly fifty seven feet to the north line of the Marine Railway lot, thence eastwardly with the line of said lot twenty feet, four inches to the line of lot eight on said plat and thence northwardly with the line of said lot to the south side of Prince George street and thence running west and with the line of said street twenty one feet to the place of the beginning, it being the same property that was conveyed to the said Emma V. Harrison by Bradford Rich and wife by deed dated the 1st day of December in the year 1893, and recorded in said Land Records of Anne Arundel County in Liber S. H., No. 45, folio 356, the title to which property will more fully appear by reference to the equity proceedings in the Circuit Court for Anne Arundel County in the case of John Dubois et al. vs. Daniel M. Spragle et al. No. 1200 Equity in said Court.

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

To have and to hold the above described property unto and to the proper use and benefit of The Annapolis Savings Institution, its successors and assigns forever.

The parties of the first part do hereby covenant and agree with the party of the second part that the parties of the first part will do and perform as follows, during the existence of this mortgage:

- (A.) To notify the mortgagee within five days in case the property mortgaged is vacated or from any cause becomes unoccupied.
- (B.) To pay all taxes, assessments, public dues and charges of every kind levied or assessed or to be levied or assessed on the property hereby mortgaged, and on the mortgage debt intended to be secured hereby.
- (C.) To pay the mortgage debt hereby secured and the interest thereon promptly, according to the tenor of the

aforsaid promissory notes.

(D.) To insure and keep insured in some Fire Insurance Company satisfactory to the mortgagee, its successors or assigns the buildings on the property hereby conveyed, and to cause said policy to be so framed, or endorsed, as in case of fire to insure to the benefit of the said mortgagee to the extent of the lien or claim hereunder, and to deliver to the mortgagee the fire insurance policy.

(E.) To keep the improvements on the land hereby conveyed in good repair, committing no waste and suffering none to be committed.

(F.) To open an account within three months from the date of these presents with the Annapolis Savings Institution in the name of William Brown for use of the Annapolis Savings Institution and to deposit to the credit of said account at least the sum of Twenty Dollars quarterly, the said deposit to be applied toward the liquidation of the mortgage debt hereby secured when due, or when this mortgage is in default, at which times the said Savings Institution is hereby authorized to apply said money toward the satisfaction of the claim due on this mortgage.

(G.) And it is agreed that until default be made under this mortgage the mortgagors shall possess the aforsaid property, and the mortgagors hereby covenant to notify the mortgagee in writing of the sale of the property hereby conveyed within thirty days after a sale thereof, in which event the mortgagee reserves the right to demand payment of its mortgage debt within six months from the date of demand, and upon a failure of the mortgagors to meet said demand the mortgage shall be in default.

Provided, that if the said parties of the first part their heirs, executors, administrators or assigns, shall well and truly pay the aforsaid sum of

Three hundred dollars together with the semi-annual interest thereon reserved, according to the tenor of the aforesaid promissory notes, and shall perform all the covenants herein on their part to be performed then this mortgage shall be void.

But if default be made in the 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 Annapolis Savings Institution, its successors or assigns, or James M. Munroe, its 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 manner following, viz: Upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed and published in Anne Arundel County, and such other notice as may be deemed expedient by the mortgagee or its Attorney, 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 an appearance fee and such other fee as may be allowed by the Court upon sufficient reason shown therefor; and the premium on any bond that may be given for the faithful execution of his trust by the party making the sale. Second, to the payment of a commission to the party making the sale of said property at the rate of seven per cent, on the gross proceeds of the sale of the property. Third, to the payment of all claims of the said mortgagee, its successors or assigns under this mortgage whether the

same shall have matured or not, and the surplus, if any there be, to be paid to the said mortgagors their personal representatives or assigns, or to whomever may be entitled to the same, and in event of default under this mortgage and advertisement of the property for sale and settlement of the claims of mortgage before sale the mortgagors shall pay all costs and expenses and one-half commissions and appearance fee.

Witness, the hands and seals of the said mortgagors.

Test: -

John N. Davis

Wm. Brown (SEAL)

Mary ^{his} L. Brown (SEAL)
 (mark)

State of Maryland, Anne Arundel County, to wit: -

I hereby certify that on this first day of December, in the year nineteen hundred and three, before me the subscriber, a justice of the Peace of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared William Brown and Mary L. Brown, his wife, the within named parties of the first part and each acknowledged the foregoing Mortgage to be their respective act, and, now at the same time, before me personally appeared, also, Eugene Worthington, the Cashier and Secretary of The Annapolis Savings Institution the within named mortgagee and made oath, in due form of law, that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is the Cashier and Secretary of the within named mortgagee and duly authorized to make this affidavit. And, also, made oath, in due form of law that the said mortgagee has not required the mortgagors, their agent or attorney or any person for the said mortgagors to pay the tax levied upon the interest covenanted to be paid in advance nor will it require any tax levied thereon

to be paid by the mortgagors or any person for them during the existence of this mortgage.

John N. Davis.
Justice of the Peace.

483

\$300.00

Annapolis, Md., December 1st 1903.

Four years after date we promised to pay to The Annapolis Savings Institution, Three Hundred Dollars, at Annapolis Savings Institution, Annapolis, Md.
Value Received. Secured by mortgage of even date.

Witness:-

John N. Davis

Mr. Brown

Mary ^{her} L. Brown
mark

No. 9

date Dec. 1st 1907.

Request of owners to foreclose mortgage.

Annapolis, Md., Nov. 27th 1917.

To The Annapolis Savings Institution,
Annapolis, Md.

My dear Sirs:

My father, William Brown, died in 1910, my mother has since died and my brother William H. is in the U. S. Service, so that there are only two children, John H. and Frederick N. Brown, now interested in the property upon which you hold a mortgage. The mortgage was given in 1903 and is long overdue. We are desirous of having the estate closed as speedily as possible and therefore we desire that you will sell the property under the mortgage which you hold, pay the debt, and divide the remainder of the money amongst the parties entitled.

Yours very truly,

Fred N. Brown.

John H. Brown.

Attorney's Bond.

Know All Men By These Presents, That we, James M. Munroe of Annapolis, Anne Arundel County, Maryland, as principal and the National Surety Company, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Hundred 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, finally by these presents, sealed with our seals and dated this 1st day of December, in the year of our Lord Nineteen Hundred and seventeen.

Whereas, the above bounden James M. Munroe by virtue of the power contained in a mortgage from William Brown and Mary D. Brown, his wife, to The Annapolis Savings Institution, a body corporate, bearing date the 1st day of December, 1903, and recorded among the Land Records of Anne Arundel County in Liber G. N. 76. 32 Fols 5-9 - is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

In Testimony Whereof, the above bounden James M. Munroe has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and

attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered
in the Presence of
Ethel J. Jickling

James M. Mumroe (SEAL)

National Surety Company

By George E. Pullman

As to Surety
Laurence J. Fauble

John M. Green
Attorneys in fact.

Report of Sale

To the Honorable, the Judges of said Court:

The report of James M. Mumroe, Attorney, named in the mortgage filed in this case to make sale of the property therein mentioned in case of default thereunder, respectfully shows:

That the said mortgage was in default and both the mortgagors had departed this life, and at the request of two of the surviving children of the mortgagors, the Attorney proceeded to advertise said property at public sale, having given bond with surety duly approved, by notice of the time, place and manner and terms of sale, in the Evening Capital, a newspaper published daily at the City of Annapolis, thereby giving more than three weeks notice of the time, place, manner and terms of sale.

And that pursuant to said notice of sale the Attorney attended at the Court House door in the City of Annapolis, Maryland, on Thursday the 20th day of December, 1917, and then and there at twelve-thirty o'clock P. M. offered the said property at public sale, and sold the same to Mrs. Emma C. Johnson at and for the sum of Nine Hundred and Seventy-five dollars - (\$975.00) she being then and there the highest bidder for the same, and the Attorney files herewith one of the hand-bills of said sale, upon which is endorsed the certificate of the Auctioneer as to said sale and the agreement of the purchaser to comply with the

terms of sale. All of which is respectfully submitted.

James M. Munroe.

State of Maryland, Anne Arundel County, Set:

I hereby certify that on this 29th day of December, 1917, before me, the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared James M. Munroe, the Attorney above named and made oath in due form of law that the matter and things set forth in this foregoing report of sale are true as therein stated and that said sale was fairly made.

John M. Greese,

Deputy Clerk of the Circuit Court
for Anne Arundel County.

Mortgagee's Sale of valuable House and Lot -
on Prince George St., Annapolis, Md.

By virtue of a power of sale contained in a mortgage from William Brown and wife to the Annapolis Savings Institution, dated the first day of December, 1913, and recorded in the Land Records of Anne Arundel County in Liber G. N., No. 32, folio 59, the said mortgage being in default, and at the request of the owners I will offer at public sale at the Court House door in the city of Annapolis, Maryland, on Thursday, 20th day, December, 1917, at 12.30 o'clock P. M. all that lot of ground lying on the south side of Prince George street, in the city of Annapolis, Maryland, about 88 feet from the intersection of Prince George street with Craigh street, which fronts on Prince George street 21 feet and has a depth of 57 feet and is improved by a two-story frame dwelling House insured in the German Fire Insurance Company for five hundred dollars and being the property lately occupied by the said William Brown and Mary L. Brown, his wife, as their home, both being now deceased.

This property is desirably located on Prince George street, near the steamboat wharf, and offers an opportunity to obtain a comfortable home at a reasonable price.

Terms of Sale: - One-half cash on ratification of sale. A deposit of one hundred dollars on account of the purchase money will be required on the day of sale.

For further particulars inquire of the undersigned.

George W. Saffield,
Auctioneer.

James M. Munroe,
Attorney named in the Mortgage.

Ordered, this 29th day of December, 1917, That the sale of the mortgaged real estate of William Brown made and reported by James M. Munroe, Attorney and Trustee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 30th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of January next.

The report states the amount of sale to be \$975.00
Geo. Wells, Clerk.

We hereby agree to the immediate ratification of the within reported sale.

Witness:
W. H. Pullman

{
1. Fred W. Brown.
2. John H. Brown.
3. William H. Brown,
Per William Brown his son
Children & heirs at law of Mrs. Brown and
Mary L. Brown, both deceased mortgagors.
Emma C. Johnson,
Purchaser.
James M. Munroe
Atty. for Mortgagee.

Ordered By the Court, This 29th day of December, 1917, upon the consent of all parties in interest, that the sale made and reported by the Atty. aforesaid, be and the same is hereby Ratified and Confirmed, no cause to the contrary having been shown; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Robert Moss, A. J.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account which is self explanatory. All of which is respectfully submitted.

James W. Owens
Auditor.

rlr. The mortgaged Real Estate of William H. Brown deceased in ac. with James M. Munroe, Attorney cr.

| | | | | | | | |
|--|----|-----|----|----|----|------------------------------------|----------|
| To the attorney for his commission 7% as provided in the mortgage | | | | | | By proceeds of sale of Real Estate | \$975 00 |
| | | | | | | | |
| To the attorney for court costs, viz: | | | | | | | |
| " " Solicitor | \$ | 10 | 00 | | | | |
| " " Clerk of court | | 10 | 80 | | | | |
| " " Auditor | | 4 | 50 | | | | |
| " Premium of bond | | 5 | 00 | | | | |
| | | | | \$ | 30 | 30 | |
| To the attorney for his expenses, viz: | | | | | | | |
| " advertising (Evening Capital) | \$ | 22 | 00 | | | | |
| " auctioneer (George W. Saffield) | | 11 | 00 | | | | |
| | | | | \$ | 33 | 00 | |
| To the attorney for taxes, viz: | | | | | | | |
| State and county taxes for 1917 | \$ | 15 | 95 | | | | |
| Annapolis City taxes for 1917 | | 11 | 21 | | | | |
| | | | | \$ | 27 | 16 | |
| To Annapolis Savings Institution in full of mortgage debt + interest | \$ | 310 | 00 | | | | |
| To balance due estate subject to further order of the Court, Five Hundred and six ²⁹ / ₁₀₀ dollars | \$ | 506 | 29 | | | | |
| | \$ | 975 | 00 | | | | \$975 00 |

Ordered By The Court, this 13th day of December, 1918, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Moss. A. J.

Release of Attorney from debt to A. S. I.

The Annapolis Savings Institution doth hereby acknowledge to have received from James M. Munroe, Attorney, in the above entitled case, the sum of Three Hundred and Ten Dollars (\$310.00) in full settlement of the mortgage debt with interest due today of sale by William Brown.

In consideration whereof the Annapolis Savings Institution doth hereby release the said James M. Munroe, Attorney, his heirs, executors and sureties, from all claims and demands for and on account of the payment of the same.

B. Allen Welch
Cashier of the Annapolis Savings
Institution.

Petition to take Testimony.

To the Honorable, the Judges of said Court:

The petition of James M. Munroe, the Attorney named in the mortgage filed in this case, respectfully shows:

1. That there remains in his hands after the payment of the mortgage debt, taxes and costs in this case as is shown by the Auditor's Account filed therein, the sum of Five Hundred and six dollars and Twenty-nine cents, which should be distributed to the heirs at law of the said William H. Brown, deceased.

2. That the personal estate of the said William H. Brown has been settled in so far as the assets of the said estate will go, but there still remains due the sum of Twenty Three dollars and Fifty cents (\$23.50) to James S. Taylor and Sons, Undertakers, which should be paid out of the assets in the hands of this petitioner and your petitioner has received from the Administrator the sum of Two dollars and Ten Cents (\$2.10) to be added to the amount of money in his hands.

3. That your Petitioner does not know who are the lawful heirs of the said William H. Brown but he is informed and so believes that said Fred W. Brown, John H. Brown and William H. Brown, Jr. are the only children and heirs at law of the said William H. Brown, deceased.

4. Your Petitioner therefore prays leave of the Court to take testimony to establish what, if any, debts of the said William H. Brown remain unpaid and who are the lawful heirs of the said William H. Brown, to whom said money should be distributed, so that a further account may be stated under the jurisdiction of this Honorable Court, authorizing the payment of any debts of the said William H. Brown which remain unpaid and authorizing and directing your Petitioner to pay out the money in his hands to such proper parties as may be entitled to the same, to the end that your Petitioner may be protected by this Honorable Court in the disbursement of the funds remaining in his hands.

And as in duty, etc.

James M. Munroe
Petitioner.

Ordered by the Circuit Court for Anne Arundel County in Equity this ninth day of July, 1918, upon the foregoing petition that James M. Munroe, attorney in this case, be and he is hereby authorized and directed to take testimony as prayed in the foregoing petition and upon the return of said testimony to this Court the Auditor is directed to state a further account applying the balance of the money remaining in the hands of the said James M. Munroe, as Attorney, to such further costs in this case as may be properly incurred and to any unpaid debts due by the said William H. Brown and the balance to distribute to the heirs of the said William H. Brown, as may be determined by the proof to be taken in this case.

Robert Moss, A. J.

Testimony.

Pursuant to order of the Circuit Court for Anne Arundel County passed on the 9th day of July, 1918, in the above entitled case, the following testimony was taken at the office of James M. Munroe, Attorney, Annapolis, Maryland, on Thursday July 11th 1918 and at ten thirty o'clock A. M.

Hugh R. Riley (SEAL)
Examiner.

Present: James M. Munroe, Attorney; Hugh R. Riley, Examiner and Ethel J. Jickling, Stenographer.

James M. Munroe, a witness of lawful age, having been duly sworn, testifies as follows:

Q. 1. State your connection with the case and what if any money you have in your hand remaining undistributed.

A. I sold the property mentioned in these proceedings under the mortgage to the Annapolis Savings Institution filed in this case and after payment of the mortgage debt and the expenses incident thereto, including taxes as shown by the Auditor's account filed in this case on the 2nd of July, 1918, there will remain in my hands the sum of \$506.29 to be distributed to whomsoever may be entitled to receive the same.

Q. 2. State whether or not William H. Brown is living or dead. If dead state if he left any personal estate and if there was any administration upon his estate.

A. William H. Brown is dead and there was administration upon his estate. Mr. James Thorogood was the Administrator. The personal estate amounted to \$127.25 as appears by the copy of the Administrator's account filed in this case. I am informed that all claims filed against the estate were paid except a balance of \$23.50 due to James S. Taylor and Son, funeral directors. The Administrator had \$2.10 left of the money in his hands which was insufficient to pay the remainder of the debts and this he handed over to me and that is to be added to the \$506.29 which I have now in hand and after the payment of the balance due the Funeral Directors the balance is to be distributed to whomever may be entitled to receive the same.

Q. 3. Do you know what heirs at law Mr. Wm. H. Brown left?

A. William H. Brown as I am informed died in 1910, leaving a widow Mary C. Brown who died last November. I have no personal knowledge as to who are

his heirs but I have been informed that he has left only three sons, all of which are adults but of this I have no personal knowledge. I hold in my hands this balance ready to be paid over to whomever the Court may direct, after the deduction of whatever expenses are incident to the proceedings.

No. Cross Examination.

To the General Question under the Rule, the Witness says "No."

James M. Munroe.

James Thorogood, a witness of lawful age, having been duly sworn, testifies as follows:

Q. 1. State your name, age, residence.

A. My name is James Thorogood, I have lived in Annapolis since 1875 and I am seventy years of age.

Q. 2. Are you the party named by Mr. Munroe as Administrator of William H. Brown's estate?

A. I am and I have heard Mr. Munroe's statement in reference to the matter which is all correct and the copy of my account filed in this case shows the assets to have been \$127.25 and how the money was expended and what the balance due, and I have paid over to Mr. Munroe \$2.10 which was the amount remaining in my hands. I charged no commission for settling up the estate.

Q. 3. Did you know Mr. H. Brown and Mary L. Brown his wife in their lifetime, and are they living or dead?

A. I knew them both. I lived next door to them on Prince George St., Annapolis, Md., and they are both dead. Mr. H. Brown died in 1910 and his wife died last November.

Q. 4. State what children, if any, he left and who they are and where they live.

A. This property which was mentioned in these proceedings as sold by Mr. Munroe under the Savings Bank mortgage, belonged to Mr. H. Brown but as long as the wife lived they let her stay and did not make any attempt to settle the estate until she died. Mr. Brown left no will that I ever heard of

and his only heirs at law are three sons, viz: William H. Brown age 49 years, who is in the U.S. Navy and believed to be in France or at any rate in Foreign Waters with the U.S. Fleet; Fred W. Brown age 44 years, Annapolis, Md., and John H. Brown age 41 years, Annapolis, Md. Mrs. Brown, widow of Mr. H. Brown before she married him was the wife of George Norvin and she left a daughter who is my wife but she not being an heir of Mr. H. Brown is not entitled to any portion of this money. I have heard there were other children of Mr. H. Brown who died in infancy but I never knew them.

No Cross Examination.

To the General Question under the Rule the Witness says "I do not know of anything more."

James Thorogood.

Fred W. Brown, a witness of lawful age, having been duly sworn, testifies as follows:

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

A. Fred W. Brown, age 44 years and I have lived in Annapolis all my life.

Q. 2. You have heard the testimony of Mr. Munroe and Mr. Thorogood. Please state whether or not the facts stated by them are known to you to be correct and what other information if any you can give us in reference to the matter.

A. I have heard the testimony of Mr. Munroe and Mr. Thorogood and I know the facts stated by them to be correct as to the death of my father and mother and the heirs left by my father, who are my brothers, William, John and myself. We had no sisters except a half sister, Mrs. Thorogood who was my mother's daughter by a previous marriage and not related to my father. There were two other children of my father and mother, boys, who died in infancy and ^{the} three children named, that is us three boys, William, Fred and John, are the only heirs of my father William H. Brown.

Q. 3. State whether or not your father ever left any last will and testament.

A. No, he never did.

No Cross Examination.

To the General Question under the Rule the Witness says "I think I have stated all I know, except what has been stated by the other witnesses."

Fred W. Brown.

No further time being required by the parties and no further witnesses to be examined, the testimony is now closed and returned to the Court.

Hugh R. Riley.

Second Auditor's Report and Account.

To the Honorable, the Judges of said Court:-

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account in which he has allowed the solicitor a fee of Twenty-five dollars as provided in the mortgage for services rendered subsequent to sale of mortgaged property in the matter of the distribution of balance, proceeds of sale remaining in his hands to pay expense of Administrator, and has also allowed the expenses incurred therein.

All of which is respectfully submitted.

James W. Owens.
Auditor.

Nov. The Mortgaged Real Estate of
 1918 William H. Brown, deceased in ac. with James M. Munroe, Atty. Cr.

| | | | | | | |
|---------|---|---------|-----------|--------------|---|-----------|
| July 19 | By additional clerk's costs on petition for distribution | \$ 4 00 | | 1918 July 19 | To balance due Estate as per auditors first acct. | \$ 506 29 |
| | By Examiner (H. R. R.) | 4 00 | | | | |
| | By Stenographer (E. T. J.) | 2 50 | | | | |
| | By Auditor | 4 50 | | | | |
| | By Atty as provided in mortgage for special services rendered | 25 00 | | | | |
| | | | \$ 40 00 | | | |
| | By 1/3 bal. to Mr. H. Brown | | 155 43 | | | |
| | " 1/3 bal. to Fred W. Brown | | 155 43 | | | |
| | " 1/3 bal. to John H. Brown | | 155 43 | 1919 Feb. 7 | Bal. due Mr. H. Brown less amount retained to pay bal. due under-taker Taylor | \$ 155 43 |
| | | | \$ 506 29 | | | 18 00 |
| | | | | | | \$ 137 43 |
| | | | | | Rec'd payment Mr. H. Brown. | |

Ordered By The Court, this 13th day of December, 1918, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Moss A. J.

Release of the Attorney and Agreement for ratification of Auditor's acct.

In consideration of the fact that James M. Munroe, Attorney in the above entitled case, is paying to us one distributive share of the surplus of the proceeds of the sale of the mortgaged property of our deceased father William H. Brown, we do hereby agree to the immediate ratification of the Auditor's accounts filed in said case on the 2nd of July, 1918 and the 19th of July, 1918, and do hereby acknowledge to have received from the said James M. Munroe, Attorney as aforesaid, each the sum of One Hundred and

Fifty-five Dollars and Forty-three cents (\$55.43), in full of our respective shares of said balance remaining in his hands.

In consideration whereof we do hereby exonerate, discharge and acquit the said James M. Munroe, his heirs, executors, administrators and substitutes from all claims for and on account of the same, hereby acknowledging ourselves to be fully satisfied, contented and paid.

Test:

Ethel I. Jickling.

Fred W. Brown (SEAL)

John H. Brown (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 20th day of July in the year nineteen hundred and eighteen, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared the above named Fred W. Brown and John H. Brown, and did each acknowledge the foregoing release to be his act.

Witness my hand and seal Notarial.

(Notary seal)

Ethel I. Jickling,
Notary Public.

