Adolph E. Schohl,
Plaintiff,
vs.
Peter C. Hein, et al.,
Defendants.

No. 5188 Equity.
In the Circuit Court for
Anne Arundel County.

Bill of Complaint - Filed 28th August, 1926.

To the Honorable, the Judge of said Court:

Your orator respectfully represents unto your Honor:

First: That your orator was the husband of Annie C. Schohl, late of Anne Arundel County, deceased, and the Defendants Peter C. Hein, Ernest Hein, Carl L. Hein, August Hein, Margaret Hein Eggleston, Marie Hein Summers, are her children by a former husband, and are all of full age, and the Defendants Mallie A. Schohl and Paul F. Schohl are under the age of twenty-one years and are the children of your orator and the said Annie C. Schohl, and your orator and these Defendants are the only heirs at law of the said Annie C. Schohl, deceased, your orator being possessed of an undivided one-third interest, and each of the eight children of an undivided one-twelfth interest in her estate.

Second: That the said Annie C. Schohl died on or about January 10th, 1926, intestate, seized and possessed of two vacant fee simple lots of ground and one fee simple lot improved by a dwelling in Anne Arundel County and also one vacant fee simple lot in Fairfield, formerly in Anne Arundel County, but now in the new annex to Baltimore City, all of which are more particularly described, as follows:

First: The firstly described lot in a deed dated August 17th, 1920, and recorded in Liber M. N. M. No. 22 folio 293, from the Curtis Creek Mining, Furnace and Manufacturing Company to the said Annie C. Schohl, and particularly described, as follows:-

Beginning for the first thereof on the South East side of Drum Point Avenue at the beginning of the first line of the land conveyed by the party hereto of the first part to Grace Schohl, by deed dated the 22nd day of August, 1910, and

recorded among the Land Records of Anne Arundel County in Liber G. N. No. 79, folio 414, etc., and running thence along the South East side of Drum Point Avenue south thirty degrees fifty-five minutes West two hundred and eight feet nine inches to the end of the third line of the land conveyed by the party hereto of the first part, and others, to John E. Wilz and Maria E. Wilz, his wife, by Deed dated the 13th day of July, 1911, and recorded among the Land Records aforesaid in Liber G. N. No. 84, folio 349, etc.; thence with said third line reversely, with a due allowance for variation, South fifty-nine degrees thirty-seven minutes East ten hundred and forty-two feet six inches to the beginning of said line; thence North thirty degrees fifty-five minutes East two hundred and eight feet nine inches, more or less, to the beginning of the fourth line of the land conveyed as aforesaid to Grace Schohl; and thence with said fourth line with a due allowance for variation, North fifty-nine degrees thirty-seven minutes West ten hundred and forty-three feet to the place of beginning.

Second: The secondly described lot in the deed dated August 17th, 1920, and recorded in Liber N. N. N. No. 22, folio 293, from the Curtis Creek Mining, Furnace and Manufacturing Company to the said Anne C. Schohl, and particularly described as follows:

Beginning for the second thereof being Lot No. 5019 on the plat of the property of the party hereto of the first part lying between the Light Street Road and Drum Point Avenue, intended to be recorded among the Land Records of Anne Arundel County on the South East side of Light Street Road at the end of the second line of the land conveyed by the party hereto of the first part to Robert C. Munson, by Deed dated the 15th day of December 1909, and recorded among the Land Records aforesaid in Liber G. N. No. 72, folio 66, etc.; and running thence along the South East side of Light Street Road North thirty-one degrees sixteen minutes East fifty feet; thence parallel to the second line of the land conveyed as aforesaid to Robert C. Munson South fifty-nine degrees thirty-seven minutes East two hundred and fourteen feet three inches to the North West side of Drum Point Avenue; thence along the North

West side of Drum Point Avenue South thirty degrees fifty-five minutes West fifty feet, to the Beginning of the second line of the land conveyed as aforesaid to Robert L. Munson; and thence with said second line, with a due allowance for variation, North fifty-nine degrees thirty-seven minutes West a distance, which is now determined by a survey to be two hundred and fourteen feet six inches to the Light Street Road at the place of beginning.

Third: That tract in Brooklyn Heights described in a deed dated August 5th, 1920, and recorded in Liber N. N. N. No. 23, folio 11, from J. Clinton Newshaw unto the said Annie C. Scholl, and described as follows:- All those lots or parcels of ground situate and lying in Anne Arundel County, State of Maryland, known and designated as Lots Nos. 225, 226, 227 and 228, in Section "A" on the Plat of Brooklyn Heights, sub-division "J" recorded in Plat Book Liber G. N. No. 1, folio 128, improved by a two story frame dwelling, subject to the operation and effect of two mortgages, the first dated April 11th, 1924, and recorded in Liber N. N. N. No. 87, folio 47 from the said Annie C. Scholl and husband, mortgagors to the Canton Avenue Building and Loan Association for $1,500.; the second dated December 18th, 1924, and recorded in Liber N. N. N. No. 98, folio 217 from the said Annie C. Scholl and husband to the Carol Realty Company for $400. and both of which mortgages have been somewhat reduced but are in default, and are owned by the defendant Mary B. Haslam as the assignee of the mortgagees.

Fourth: That fee simple lot of ground which by deed dated June 19th, 1916, and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 129, folio 39 from William E. Abbott to the said Annie C. Scholl (in said deed designated as Anna Scholl) Being lot No. 485 in Section 18, as laid down on a Plat of Fairfield, recorded among the Land Records of Anne Arundel County, in Liber S. H. No. 39, folio 239, said Fairfield being part of the new annex to Baltimore City.

Fourth: That the defendant Edna Hein is the wife of the defendant Peter C. Hein; the defendant Drene Hein is the wife of the defendant Ernest Hein; the defendant Helen Hein is the wife of the defendant

Carl L. Hein; the Defendant Miriam Hein is the wife of the Defendant August Hein; the Defendant B. J. Eggleston is the husband of the Defendant Margaret Hein Eggleston, and the Defendant George N. Summers is the husband of the Defendant Marie Hein Summers, and the defendant Mary B. Harlan is the assignee of the mortgagees on the unimproved property in Arnold on Heights.

Fifth: That your orator is desirous of having a sale of these four fee simple lots or tracts of land under the direction and supervision of this Equity Court, as provided by Section 152, of Article 16 of the Code of Public General Laws, and a partition made of the proceeds, as they can not be divided without loss or injury to the parties interested, and, he, therefore, respectfully prays:

(a) That this Court may assume jurisdiction in the premises and decree a sale of these four fee simple tracts of ground and a division or partition of the net proceeds arising from said sale among the parties according to their respective interests.

(b) That a guardian or guardians ad litem may be appointed to represent the infant defendants in this cause.

(c) That your orator may have such other and further relief as his case may require.

May it please your Honor to grant unto your orator the writ of subpoena directed to Peter C. Hein and Edna Hein, Sudbrook Park, Baltimore County, Ernest Hein and Irene Hein, Carl L. Hein and Helen Hein, August Hein and Miriam Hein, Marie Hein Summers and George N. Summers, Mollie A. Schohl and Paul G. Schohl, all living in Anne Arundel County, Maryland.

Margaret Hein Eggleston and Benj. N. Eggleston and Mary B. Harlan all residing in Baltimore City, defendants 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.

And as in duty bound, etc.

Enoch Harlan,
Solicitor for Plaintiff.

Adolph E. Schohl.

Maryland, Sct:

The State of Maryland.

To Mollie A. Schahl + Paul W. Schahl, Infants of Anne Arundel County, Greeting:

You are Hereby Commanded, 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 October next, to answer the complaint of Adolph E. Schahl against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Francis Neal Parke, Chief Judge of the said Court, the 6th day of September, 1926. Issued 17th day of September, 1926.

Wm. Martin Brady, Clerk.

Take Notice: That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 4th day of October, 1926.

(Harlan) Sol. Returnable first Monday Oct. 1926.

Summoned + copy left.

John Bowie, Sheriff.

Answer to Bill of Complaint - Filed Sept. 11-1926.

To the Honorable, the Judge of said Court:

The joint and several answer of Peter C. Hein and Edna Hein, his wife, Ernest Hein and Irene Hein, his wife, Carl L. Hein and Helen Hein, his wife, August Hein and Miriam Hein, his wife, Margaret Hein Eggleston and Benjamin N. Eggleston, her husband, Marie Hein Summers and George N. Summers, her husband, to the Bill of Complaint against them and others in this Court exhibited, says:

That your Respondent admit all and every the allegations contained in said bill and consent to the passage of such decree as the Court may deem meet and proper to pass herein.

Robert E. Kindred,
Solicitor for Respondents.

Petition - Filed Sept. 21-1926.

To the Honorable, the Judge of said Court:

The Petition of Peter C. Hein one of the Defendants in the above entitled case, respectfully represents:

That Mallie A. Schohl and Paul G. Schohl, the infant defendants in said case, have been duly returned summoned, but being infants they cannot answer and defend this suit for themselves; That your Petitioner has been duly appointed Guardian of said infants in the Orphans Court of Anne Arundel County and is qualified to serve as such.

Your Petitioner therefore prays Your Honor to appoint him Guardian ad litem to appear and answer for said infants.

And as in duty bound, etc.

Robert E. Kindred,
Solicitor for Petitioner.

Ordered, by the Circuit Court of Anne Arundel County, in Equity, that Chas. A. Brady be, and he is hereby appointed guardian ad litem of Mallie A. Schohl and Paul G. Schohl, infants, to answer the bill of complaint filed against them in the above cause.

Robert Moss, Judge.

Answer of infants defendants, Mallie and Paul Schohl. Filed September 21st. 1926.

To the Honorable, Judge Robert Moss:

The joint and several answer of Mallie A. Schohl and Paul G. Schohl, infants, by Charles A. Brady Guardian ad litem, duly appointed by order of this Court, to the bill of complaint of Adolph R. Schohl against them 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.

Ashby Brady,
Guardian ad litem.

Robert E. Kindred
Solicitor.

Answer of Mary B. Harlan, Filed Sept. 21-1926.

To the Honorable, the Judge of said Court:

The answer of Mary B. Harlan to the Bill of Complaint in this cause respectfully represents unto your Honor:

1st. That she has no knowledge of the matters and facts alleged in said Bill of Complaint, except with regard to the mortgages though she believes and therefore admits them to be true as therein stated.

2nd. She admits that she is the assignee of the mortgages and holds two mortgages on the Brooklyn Heights property, as stated in said Bill of Complaint, and avers that on the first one there is due unto her $1,281.33, with interest from March 5th, 1926, and on the second one that there is due unto her the sum of $159.86, with interest from April 28th, 1926.
3rd. She assents to the sale of the Brooklyn Heights property free and clear of her said mortgages with the understanding that she will be allowed, in the auditors account, the full sum of her claims with interest from the proceeds of the sales of all the property referred to in said Bill of Complaint.
And as in duty bound, etc.,

James E. Stewart,
Sol. for Mary B. Harlan.

Plaintiffs petition for leave to take testimony and order of Court thereon. - Filed Sept. 21-1926.
To the Honorable, the Judge of said Court:
The petition of Adolph E. Schohl, Plaintiff, 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.

Enoch Harlan,
Solicitor for Plaintiff.

Ordered this 21st day of September, 1926, by the Circuit Court for Anne Arundel County that leave be granted to the parties to take testimony, as prayed, before any one of the standing Examiners of this Court.

Robert Moss, Judge.

Testimony - Filed Sept. 28-1926.
Testimony taken before me, Hugh R. Riley, Examiner, at the office of Enoch Harlan, 717 Title Building, Baltimore, Maryland, on September 23rd, 1926, at 2:00 o'clock in the afternoon.
Mr. Enoch Harlan appeared for the Plaintiff.
Mr. Robert E. Kindred appeared for all the defendants except Mrs. Harlan.

Hugh R. Riley, (seal)
Examiner.

Thereupon: Mr. Adolph E. Schohl, the Plaintiff, of lawful age, produced on his own behalf, having first been duly sworn according to law, was examined and testified as follows:

By Mr. Harlan:

Q. State your name, residence and occupation?

A. Adolph E. Schohl, 9 Hilltop Road, Brooklyn Park, Anne Arundel County, Maryland, Carpenter.

Q. Do you know all the parties to this suit?

A. I do.

Q. When did your wife, Annie C. Schohl die?

A. Close as I know the 12th January, 1926.

Q. You are the Administrator appointed for her estate by the Orphans Court?

A. Yes sir.

Q. She left no will?

A. Not to my knowledge.

Q. How many children did she leave?

A. Eight all told.

Q. Can you name them?

A. Margaret Eggleston, who married Benjamin N. Eggleston Peter C. Hein, whose wife's name is Edna Hein, Marie Hein Summers, whose husband's name is George N. Summers Ernest Hein, whose wife's name is Irene Hein, Carl L. Hein, whose wife's name is Helen Hein, August Hein, whose wife's name is Mary Hein and Mallie Anna Schohl and Paul G. Schohl.

Q. Neither of the last two are married?

A. No sir.

Q. They are both under age of twenty-one years?

A. Yes sir.

Q. Are you and the eight children the only heirs at law of Annie C. Schohl?

A. Yes sir.

Q. She left some real property, do you know what property it is and where it is located?

A. A House and four lots in Brooklyn Heights, one small lot in Fairfield, five acres in Glenburnie and one lot in Glenburnie.

Q. Did you, as Administrator of the estate cause this fee simple property to be appraised by the Orphans Court Appraisers, with a view to selling same through order of the Orphans Court?

A. Yes sir.

Q. Do you recall the appraised value as made by

the appraisers for these four pieces of fee simple property?
A. No I do not. I believe $3,450.00 or $3,475.00
Q. These four pieces of ground can not in your judgment be divided between the nine heirs without loss to the heirs.
A. I think not.
Q. In addition to these pieces of property, there was one in Glenburnie of five acres with a brick house on it, which was in the names of yourself and wife as tenants by the entireties which you acquired personally at her death by reason of that fact?
A. Yes sir.
Q. In addition also there was a leasehold property in Glenburnie that was sold by you as Administrator, under order of the Court?
A. Yes sir, there was.

General Question.

Do you know, or can you state any other matter or thing that may be to the benefit or advantage of the parties to this suit?
A. Not to my knowledge.

(Signature waived.)

Thereupon

Mr. Louis J. De Alba

of lawful age, produced on Plaintiffs behalf, having first been duly sworn according to law, was examined and testified as follows:

By Mr. Harlan

Q. State your name, residence and occupation?
A. Louis J. De Alba, Glenburnie, Anne Arundel County Maryland, Real Estate.
Q. Do you know all of the parties to this suit?
A. I know Ernest, Carl, Angie, Mrs. Summers, Nellie and Paul. I do not know Peter Hein or Mrs. Eggleston.
Q. What is your business?
A. Real estate broker.
Q. How long have you been employed as a real estate broker?
A. One year.
Q. And you are in the employ of F. N. Iglehart & Company in Baltimore?
A. Yes sir.
Q. You acted with Mr. Dagge, the Justice of the Peace in Glenburnie in appraising the property be-

longing to the estate of Annie R. Schohl, deceased, some weeks ago, did you not?
A. Yes sir.
Q. What did the property consist of?
A. A leasehold store and dwelling in Glenburnie, vacant lot fronting on Light Street Road 50 by 201 feet, vacant lot in Fairfield 30 by 150 feet; five acres in the rear of the Light Street Road property without improvements, and improved lot on Townsend Street, Brooklyn Heights, 100 by 125 feet, improved by a six room house.
Q. All of these properties were unimproved property except the Brooklyn Heights property and the first property you referred to, was it not?
A. Yes sir.
Q. Will you look at the copy of the Bill of Complaint, which describes the four pieces of fee simple property to which you have referred, and state whether or not they are the four pieces of property you visited and appraised?
A. Yes sir.
Q. Do you recall at what figure you appraised these properties?
A. Yes sir. $200 for the Fairfield lot; $500 for the lot on the Light Street Road; $250 for the five acres in the rear thereof; $50.00 for the equity in the Brooklyn Heights property.
Q. This fee simple property left by Annie R. Schohl, deceased, is inherited by her husband, who is entitled to one-third interest therein and by eight children, each of whom are entitled to a one-twelfth interest therein. In your judgment is it possible to divide these four pieces of property among these nine people, without loss or injury to them, or is it best in your judgment that the same be sold and the money divided among them?
A. I do not know of any other way they could be divided except by sale, they surely could not otherwise be divided.

General Question.

Do you know, or can you state any other matter or thing that may be to the benefit or advantage of the parties to this suit?
A. No sir.

(Signature waived.)

Thereupon

Mr. Philip Morgan, of lawful age, produced on Plaintiff's behalf, having first been duly sworn according to law, was examined and testified as follows:-

By Mr. Harlan

Q. State your name, residence and occupation?

A. Philip Morgan, Glenburnie, Maryland, real estate broker.

Q. I will hand you the bill of Complaint filed in this cause with the names of the parties thereto, and will ask you if you know the parties to this suit?

A. I know all the parties to the suit except Peter Hein and Mrs. Eggleston, and I know of them.

Q. Do you know of any other heirs at law of the late Annie C. Schohl, other than mentioned in this suit?

A. To the best of my knowledge they are the only heirs.

Q. You have known the family for how long?

A. For about ten years.

Q. You have heard Mr. McAlba's testimony as to the fact that there are four pieces of real property, consisting of a vacant lot in Fairfield 30 X 150 feet, an unimproved lot in Glenburnie, fronting on the Light Street Road, with a frontage of 50 feet and a depth of 200 feet. A tract of five acres in the rear of the Light Street Road lot, and also a plot of ground in Brooklyn Heights improved by a two story frame dwelling subject to mortgages. Can you state whether or not these properties are susceptible of being divided among nine people without loss or injury to them; one of them having a four-twelfths interest and each of the others a one-twelfth interest?

A. My opinion is they are not susceptible of being so divided.

Q. You think that a sale is the only method by which the property can be divided?

A. I recommend a sale of the property.

Q. Are you familiar with any of these properties that Mr. McAlba appraised?

A. I am familiar with them in a general way, but have not made an inspection of them, for the purpose of appraising same.

Q. Which ones do you know?
A. The five acres at Glenburnie, and would say that the appraisal of that is fair, and I know the 50 foot lot in front of that and would say that the $500. appraisal of that was fair.

General Question

Do you know, or can you state any other matter or thing that may be to the benefit or advantage of the parties to this suit?
A. No sir.

(Signature waived).

Thereupon

Mr. Enoch Harlan, of lawful age, produced on Plaintiff's behalf, having first been duly sworn according to law was examined and testified as follows.

Q. You are an attorney at law and I understand have investigated the title to the properties left by Annie R. Scholl, deceased.
Tell what you know of the family and these properties?
A. As attorney for Adolph Scholl, the Administrator, I made an investigation of the properties belonging to Annie R. Scholl, deceased, and was advised that she had one leasehold property fronting on the Light Street Road in Glenburnie, which was later sold through an order of the Orphans Court, and that she also had four pieces of fee simple property, the first of which is a lot 50 feet by 200 in depth on the Light Street Road near the Light Street property. Another lot of five acres in the rear thereof.
A lot in Brooklyn Heights improved by a dwelling and also a fee simple lot in Fairfield, Baltimore City. I caused these properties to be appraised by the Orphans Court appraiser with a view of selling same through the Orphans Court, but found the appraised value was beyond the jurisdiction of the Orphans Court. Later for the purpose of bringing this partition suit I made another examination of the title to these properties and found them as stated in the Bill of Complaint, and found that they are the only ones belonging to her estate so far as I was able to find out by diligent search of the Records of Anne Arundel County and Baltimore City, and they are all set forth in the Bill of Complaint.

I have known the deceased for thirty years prior to her death, and have known the family for that length of time. The husband and eight children mentioned in the Bill of Complaint are the only heirs at law of Annie R. Schohl.

The four fee simple properties referred to can not possibly be divided among the nine heirs and should be sold. All are unimproved except the Brooklyn Heights property, and it is subject to two mortgages which are past due and in default. The amounts due thereon being correctly set forth in Mrs. Harlan's answer.

General Question.

Do you know, or can you state any other matter or thing that may be to the benefit or advantage of the parties to this suit?

A. I do not.

(Signature waived).

Agreement -

This Agreement, made this 31st. day of August, 1926, by and between Adolph E. Schohl, party of the first part, and Peter R. Hein, Ernest Hein, Carl L. Hein, August Hein, Margaret Hein Eggleston, Marie Hein Summers, Mollie A. Schohl by Peter C. Hein her guardian, and Paul G. Schohl by Peter R. Hein his guardian, parties of the second part.

Whereas, the said Adolph E. Schohl is Administrator of the estate of his late wife, Annie R. Schohl, deceased, administering her personal estate under the direction of the Orphans Court of Anne Arundel County, and is entitled to one-third of her estate both personal and real.

And Whereas the said Peter R. Hein, Ernest Hein, Carl L. Hein, August Hein, Margaret Hein Eggleston and Marie Hein Summers are the children of the said Annie R. Schohl by a former marriage, and the said Mollie A. Schohl and Paul G. Schohl are the children of the said Adolph E. Schohl and Annie R. Schohl, and each of the eight children are entitled to a one-twelfth undivided interest in the estate, both real and personal of the said Annie R. Schohl, deceased.

And Whereas, among the effects of the said Annie R. Schohl was a certain Jacobs Brothers

Player Piano which the said Mallie A. Schohl claims her mother gave to her and which piano seems to have been purchased by the said Annie C. Schohl on an installment contract basis, at the purchase price of Six Hundred and Fifty Dollars ($650.), of which only Seventy-five Dollars ($75) has been paid, and there is a balance due thereon of Five Hundred and Seventy five Dollars ($575).

And Whereas all the parties hereto have agreed that the said piano shall be paid for by the estate, but shall be deemed to be and regarded as the property of the said Mallie A. Schohl.

And Whereas the personal estate of the said Annie C. Schohl is insufficient to pay the claims against her estate, so that it will be necessary to sell some of the real property owned by her to pay the balance of her debts.

And Whereas the Orphans Court appraisers have appraised this real property as valued at $3,475.00 and, therefore, it is outside of the jurisdiction of the Orphans Court for Anne Arundel County to order a sale of same and a case will have to be instituted in the Circuit Court for the sale of said real property.

Wherefore, it has been agreed upon between the parties hereto

1st. That the Jacobs Brothers Player Piano will be regarded as the property of and as belonging to Mallie A. Schohl.

2nd. That all proper claims against the estate of Annie C. Schohl shall be paid by the said Adolph E. Schohl, as Administrator, from the personalty so far as it will go and the balance shall be paid by the said Adolph E. Schohl personally and he shall be reimbursed from the net proceeds of the sale of the real estate by the Trustee or Trustees appointed by the Equity Court to make sale of same, it being hereby agreed that the Auditor shall allow to the said Adolph E. Schohl as a preferred claim, the aggregate of the balance so paid by him, before making distribution of the balance among the parties hereto.

Witness the hands and seals of the parties hereto the day and year first above written.

(forward)

We, the undersigned infants consent to the within agreement, and join with our Guardian.
Mollie A. Schohl
Paul S. Schohl.

Adolph E. Schohl (seal)
Peter C. Hein (seal)
Ernest H. Hein (seal)
Carl L. Hein (seal)
August G. Hein (seal)
Margaret B. Eggleston (seal)
Marie K. Summers (seal)
Mollie A Schohl and
Paul S. Schohl (seal)
By Peter C. Hein (seal)
Their Guardian.

Submission for Decree.
This case is submitted for decree.

Enoch Harlan,
Solicitor for Plaintiff.
James E. Stewart
Solicitor for Mary B. Harlan
Robert E. Kindred
Solicitor for other Defendants

Decree for Sale - Filed Oct. 6th, 1926.
The above cause standing ready for hearing and being submitted the Bill, answers, testimony and all the other proceedings were, by the Court, read and considered.
It is thereupon, this 6th day of October, in the year nineteen hundred and twenty-six by the Circuit Court for Anne Arundel County, Adjudged Ordered and Decreed, that the four fee simple parcels of ground, three of which are located in Anne Arundel County and one of which is located in Baltimore City and being the property mentioned in the proceedings be sold, that Robert E. Kindred and Enoch Harlan, be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the clerk of this Court, a bond to the State of Maryland, executed by themselves, and a surety or sureties to be approved by this Court, in the penalty of Five Thousand Dollars 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 the City of Baltimore, of the property located therein and by similar notice in Anne Arundel County for the property located therein and by such other notice as they shall think proper, of the time, place, manner and terms of sale, which shall be one third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payments to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustees, and as soon as may be convenient after such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof, and of the fairness of said sale, and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money, (and not before), the said Trustees shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers his, her or their heirs, the property and estate to him, her or them, sold, free, clear and discharged from all claim of the Parties hereto, Complainant and Defendants, and those claiming by, from or under them or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court after deducting the costs of this suit, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Robert Moss, A.J.

Trustee's Bond - Filed and approved 13th October, 1926.

Know all Men by these Presents, that we Robert E. Kindred and Enoch Harlan of Baltimore City, and State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand 00/100 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 8th day of October in the year of our Lord one thousand nine hundred and Twenty-six.

Whereas, the above bounden Robert E. Kindred and Enoch Harlan by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel Co. has been appointed trustee to sell real estate mentioned in the case of Adolph Schall vs. Peter C. Hein et al. now pending in said Court.

Now the Condition of the above Obligation is such, that if the above bounden Robert E. Kindred and Enoch Harlan do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of Harlan Johnson.

Robert E. Kindred (seal)
Enoch Harlan (seal)
United States Fidelity & Guaranty Co.
By: Sidney Hall
Vice-President
Attest: C. Martin Hensley
Asst. Secretary.

corporate seal

Trustees Report of Sales - Filed Nov. 9, 1926.

To the Honorable, the Judge of said Court:

The report of Robert E. Kindred and Enoch Harlan, Trustees appointed by a decree of this Court, passed in the above entitled cause, dated the 6th day of October, 1926, to make sale of certain real estate therein mentioned respectfully shows:

That after giving bond with security for the

faithful performance of their 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 advertisements inserted in the Daily Record, a daily newspaper published in the City of Baltimore and in the Maryland Gazette a weekly newspaper published in the City of Annapolis, Anne Arundel County, for at least three successive weeks before the day of sale, they did, pursuant to said notice attend on the respective premises on the 4th day of November, in the year nineteen hundred and twenty-six, at three o'clock P. M., for the first property hereinafter referred to; at 3:30 o'clock P. M. for the second property hereinafter referred to; at 4 o'clock P. M. for the third property hereinafter referred to and at 4.15 o'clock P. M. for the fourth property hereinafter referred to, and then and there proceeded to sell said properties in manner following, that is to say:

Your Trustees offered at public sale to the highest bidder, the property mentioned in said decree, the first being an unimproved fee simple lot of ground in Fairfield in the new annex to Baltimore City, fronting thirty feet on the west side of Fifth Street beginning 150 feet south of Third Avenue, with an even rectangular depth of 150 feet to a twenty foot alley, and known as Lot 485, in Block 18, as laid down on a Plat of said Fairfield, recorded among the Land Records of Anne Arundel County in Liber S. H. No. 39, folio 237, etc., and your said Trustees sold the above described lot to Adolph E. Scholl, for the sum of One Hundred and twenty-five Dollars ($125.00) the being at that sum the highest bidder therefor.

Your Trustees next sold the valuable fee simple plot in Brooklyn Heights, Anne Arundel County (near the Baltimore City line) with a frontage of 100 feet on Townsend Street, and with an even rectangular depth of 125 feet, being Lots Nos. 225, 226, 227 and 228, in Section "A" of Brooklyn Heights, as see Plat Book G. N. No. 1, folio 281, improved by a two story frame dwelling containing six rooms and your said Trustees sold the above described property to August G. Hein, for the sum of

Two Thousand and Fifty Dollars ($2,050.00) he being at that sum, the highest bidder therefor.

Your Trustees next sold the valuable unimproved fee simple lot in Glen Burnie, Anne Arundel County, with a frontage on the Light Street Road of 50 feet and an even rectangular depth of 214 feet to Drum Point Avenue, being Lot No. 5019 on the Plat of the Curtis Creek Mining, Furnace and Manufacturing Company, and particularly described in a deed dated August 17th, 1920, and recorded in Liber N. N. N. No. 22, folio 293 to Annie C. Schohl from the said Curtis Creek Mining, Furnace and Manufacturing Company, and your said Trustees sold the above described property to Adolph E. Schohl for the sum of Four Hundred Dollars ($400.00) he being at that sum the highest bidder therefor.

Your Trustees next sold the valuable unimproved tract containing five acres in Glen Burnie with a frontage of 208 feet 9 inches on the south side of Drum Point Avenue, and an even rectangular depth of 1042 feet 6 inches, said tract being distant about 250 feet from the Light Street Road and across Drum Point Avenue from Lots Nos. 5014 to 5017 on the Plat of the Curtis Creek Mining, Furnace and Manufacturing Company, and particularly described in a deed dated August 17th 1920 and recorded in Liber N. N. N. No. 22, folio 293, to Annie C. Schohl from the said Curtis Creek Mining, Furnace and Manufacturing Company, and your said Trustees sold the above described property to Adolph E. Schohl for the sum of Five Hundred Dollars ($500.00) he being at that sum the highest bidder therefor. The sales amount to $3075.

Terms of all of said sales were one-third cash, balance in six to twelve months, or all cash as the purchaser may elect at the time of sale, and all of the purchasers elected to pay cash for the respective properties upon ratification of the sale.

Respectfully submitted,

Robert E. Kindred,
Trustee.

Enoch Harlan, Trustee

State of Maryland, Baltimore City, to wit:
I hereby certify that on this 6th day of November, 1926, before me, the subscriber, a Notary Public, in and for said City and State, personally appeared Robert E. Kindred and Enoch Harlan, the Trustees named in the above report of sale, and made oath in due form of law that the matters and things set forth in the foregoing report are true to the best of their knowledge and belief and that the sales therein reported were fairly made. Witness my hand and Notarial Seal.

Notary Seal

Edward H. Sappington,
Notary Public.

Handbill - Sam N. Pattison & Co., Auctioneers -
Trustees' Sale of Fee-simple Property located in Fairfield, Baltimore City and in Brooklyn Heights, and Glen Burnie, Anne Arundel County, Md.
By virtue of a decree of the Circuit Court for Anne Arundel County, the undersigned, Trustees, will sell by public auction, on the respective premises, on Thursday, November 4, 1926, First at 3:00 P. M.:-
The valuable unimproved fee-simple lot of ground in Fairfield, Baltimore City, fronting thirty feet on the west side of Fifth Street, 150 feet south of Third avenue, with an even rectangular depth of 150 feet to a twenty-foot alley, known as Lot No. 485 in Block 18.
Second at 3:30 P. M.:-
The valuable improved fee-simple plot in Brooklyn Heights, Anne Arundel County (near the Baltimore City line), with a frontage of 100 feet on Tomsend Street, with an even rectangular depth of 125 feet. Being lots numbered 225, 226, 227, and 228 in Section A (see Plat Book G. N. No. 1, folio 281). Improved by a two story frame dwelling containing six rooms.
Third at 4:00 P. M.
The valuable unimproved fee-simple lot in Glen Burnie, Anne Arundel County, with a frontage on the southeast side of Light Street Road of 50 feet and an even rectangular depth of 214 feet to Brum Point avenue. Being Lot No. 5019, on the plat of Curtis Creek Mining, Furnace and Manufacturing Company, and located next to land belonging

to Hein on the north. (See deed dated August 17, 1920, and recorded in Liber N. N. N. No. 22, folio 296, to Annie C. Schahl from said company).

Fourth at 4:15 P. M.

The valuable unimproved fee-simple tract containing five acres susceptible of development in Glen Burnie, with a frontage of 208 feet 9 inches on the southeast side of Drum Point avenue and an even rectangular depth of 1,042 feet 6 inches, bounded on the north by the property of Adolph Schahl. Said tract being distant about 250 feet from the Light Street Road and across Drum Avenue from lots numbers 5014 to 5017 on the plat of the Curtis Creek Mining, Furnace and Manufacturing Company. (See deed dated August 17, 1920, and recorded in Liber N. N. N. No. 22, folio 293, to Annie C. Schahl from said company.)

Terms of Sale: One-third cash, balance in six and twelve months, or all cash, as the purchaser may elect at the time of sale; credit payments to bear interest from day of sale and to be secured to the satisfaction of the undersigned Trustees.

All expenses, with interest on balances, to be adjusted to day of sale.

At the time of sale a deposit will be required of the purchaser of fifty dollars on the Fairfield lot; of $200 on the Brooklyn Heights lot, and of $100 on each of the Glen Burnie lots.

Robert E. Kindred,
Enoch Harlan,
Trustees.

Order Nisi -

Ordered, this 9th day of November, 1926, That the sale of the property mentioned in these proceedings made and reported by Robert E. Kindred & Enock Harlan, Trustees, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of December next.

The report states the amount of sales to be $3075.00

Wm. Martin Brady, Clerk

True Copy, Test:

Wm. Martin Brady, Clerk

Publisher's Certificate - Filed Dec. 13, 1926.

Annapolis, Md. Dec. 13, 1926.

We hereby certify, that the annexed Order Nisi Schohl was published in The Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 10th day of December, 1926. The first insertion being made the 11th day of November, 1926.

The Capital Publishing Company.

Publisher's Certificate - Filed 14th December, 1926.

Baltimore, Nov. 27th, 1926.

We hereby certify that the annexed advertisement of Order Nisi Circuit Court for Anne Arundel County, Case of Adolph E. Schohl vs. Peter C. Hein, et al was published in The Daily Record, a daily newspaper published in the City of Baltimore, on Nov. 13, 20, 27.

First insertion Nov. 13th 1926.

The Daily Record Company,
Per A. W. Ritzel.

Final Order -

Ordered By The Court, This 13th day of December, 1926, 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.

Robert Moss, A. J.

Petition for Counsel fee and Courts order Thereon -
Filed 24 December, 1926.

To The Honorable, The Judge of Said Court:

The petition of Enoch Harlan, respectfully represents unto your Honor

1st That he is an attorney-at-law and prepared and

filed the bill of complaint in this cause.

2nd That he conducted the taking of the testimony before the examiner in this cause, and caused same to be written up in his office, and also the copies of the bill, decree, and report of sale for the transmission of the Circuit Court of Baltimore City.

3rd That he investigated the titles to the four properties of the decedant in this cause, which involved a search of the records in Baltimore City and in Anne Arundel County.

4th That it is proper that a responsible fee shall be paid to your petitioner for the services above set forth, from the funds in the hands of the Trustee in this cause. The amount of the sales was $3,075.00 and he respectfully prays an appropriate order.

Enoch Harlan.

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 22nd day of December, 1926, before me, the subscriber, a Notary Public, in and for said City and State, personally appeared Enoch Harlan and made affirmation in due form of law that the matters and facts above set forth are true.

Witness my hand and Notarial Seal.

Notarial Seal

Edward H. Safpington
Notary Public.

This is to certify that we have acquainted ourselves with the amount of work done by Enoch Harlan, as herein set forth, and suggest that $75.00 would be a reasonable fee in this case.

James E. Stewart
Walter Thiff

Upon the foregoing petition, affidavit and certificate of counsel, it is this 24th day of December, 1926, by the Circuit Court for Anne Arundel County ordered, that the Auditor in this cause allow a counsel fee to Enoch Harlan of $75.00 subject to the usual exceptions.

Robert Moss, A. J.

Auditor's Report and Account - Filed Dec. 30, 1926.

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.

This is an action for partition of property owned by a decedent.

This property was partly in Anne Arundel County and partly in Fairfield, now annexed to Baltimore City, and, hence, the proceedings were instituted in both Courts.

The account is stated allowing commissions, costs, expenses, taxes, two mortgages and a debt due to the Administrator for over payment by him of the personal estate in the Orphan's Court in accordance with an agreement signed by all the parties and filed with the Auditor.

The balance is distributed one-third to Adolph E. Schahl, the surviving husband of the decedent, and one-twelfth each to the eight surviving children of the decedent.

All of which is respectfully submitted,

James N. Owens,
Auditor

Dr. The Real Estate of Annie C. Schohl in ac. with Enoch Harlan and Robert E. Kindred, Trustees. Cr.

1926 Nov. 4	To the Trustees for their commissions			$ 122	85	Nov. 4, 1926.		
						By proceeds of		
	To the Trustees for Court Costs, Viz:					sale of Lot No. 1	$ 125	00
	" Plaintiff's Solicitor	$ 10	00			By proceeds of		
	Defendants' Solicitor	10	00			sale of Lot No. 2	2050	00
	" Clerk of Court	23	45			By proceeds of		
	" Sheriff Bowie	1	20			sale of Lot No. 3	400	00
	" Exhibits	1	25			By proceeds of		
	" Exhibits (Brooklyn Heights property)	1	50			sale of Lot No. 4	500	00
	" Examiner (H. R. Riley)	10	00			Interest from		
	" Premium on Bond	15	00			August P. Hein	15	05
	" Costs in Circuit Court for Balto.	22	50			Interest from		
	" Auditor	18	00	112	90	Adolph Schohl	5	42
							$ 3095	47
	To the Trustees for their Expenses, viz:							
	" Advertising sale in Daily Record	38	00					
	" Order Nisi in the " "	6	00					
	" Advertising sale (Capital Gazette)	24	00					
	" Hand Bills	6	75					
	" Order Nisi on this account	5	00					
	" Auctioneer (Samuel W. Pattison)	50	50	130	25			
	To State and County Taxes:							
	Balance of taxes adjusted at transfer	2	30					
	Taxes on Fairfield lot, Baltimore	4	09					
	Taxes (A. A. Co.) for 1924-25+26, adjusted	37	70	44	09			
	To Adolph E. Schohl (over-payment of personal estate)			785	08			
	To Enoch Harlan, fee, order of Court, subject to exceptions			75	00			
	To Mary B. Harlan, in full of 1st. mortgage claim			1344	12			
	To " " " " " " 2nd " "			166	25			
	Balance Distributed as Follows:							
Dec. 29.	One-third to Adolph E. Schohl	$ 104	93					
" "	One-twelfth to Peter C. Hein	26	25					
	" " " Ernest Hein	26	25					
	" " " Carl L. Hein	26	25					
	" " " August Hein	26	25					
	" " " Margaret Hein Eggleston	26	25					
	" " " Marie Hein Summers	26	25					
	" " " Mollie A. Schohl	26	25					
	" " " Paul T. Schohl	26	25	314	93			
				$ 3095	47		$ 3095	47

Order Nisi -

Ordered, This 30th day of December, 1926, 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 31st 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 31st day of January next.

Mm Martin Brady,
Clerk.

Publisher's Certificate

Annapolis, Md. ,192

We hereby certify, that the annexed Order Nisi Adalbh E. Schadel vs. Peter P. Heim and wife, et al. was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 31" day of January, 1927. The first insertion being made the 6" day of January, 1927.

The Capital Publishing Co.
By J. J. Taylor.

Final Order -

Ordered by the Court, this 1st day of February, 1927 that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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 William S. Carman and Lillie Carman, his wife.

No. 5202 Equity
In the Circuit Court for Anne Arundel County.

Mr. Clerk:

Docket this suit enter my appearance file original mortgage and note.

Nicholas H. Green, Attorney.

Original Mortgage - Filed Sept. 28, 1926.

This Mortgage, Made this Sixth (6) day of June in the year nineteen hundred and twenty six by William S. Carman and Lillie Carman, his wife, of the first part and Ruth Rudd of the second part, all of Anne Arundel County, in the state of Maryland, Witnesseth:

Whereas the said parties of the first part have this day received by way of loan an advance of Two thousand dollars from the said Ruth Rudd for the proper payment whereof five years after date the said parties of the first part have passed to the said Ruth Rudd their joint promissory note of even date herewith for the payment of the sum of Two thousand dollars with interest until paid at the rate of six per centum per annum, said principal and interest payable in monthly installments of Twenty dollars (with the privilege of making larger payments in any amount), on the ____ day of each and every month after date until paid, each installment when so paid to be applied first to the payment of the interest on the amount of principal remaining unpaid, and the balance credited to the principal.

And Whereas the execution of these presents to secure the payment of the aforesaid promissory note 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 William S. Carman and Lillie Carman, his wife, have bargained and sold and by these presents do grant and convey unto the said Ruth Rudd her heirs and assigns, in fee-simple:

All that tract, part of a tract, piece or parcel

of ground situate, lying and being in the Fourth Election District of Anne Arundel County aforesaid, and described as follows: Beginning on the Northwest side of the Crain Highway at the distance of two hundred feet Southwesterly from the Southernmost corner of a lot of ground conveyed to Theresa M. Wendt by William G. Williams and wife by deed dated on the eighteenth day of February in the year Nineteen hundred and twenty four and recorded among the Land Records of Anne Arundel County in Liber N. N. N. No. 85 folio 332 and running along said Highway Southwesterly one hundred feet; thence at a right angle thereto Northwesterly four hundred and seven feet; thence Northeasterly one hundred one and one-half feet to intersect a line drawn Northwesterly at right angles with said Crain Highway from the place of beginning and bounding on said line Southeasterly four hundred and twenty-six feet to the place of beginning, containing ninety five hundredths of an acre of land.

Being the same property which was conveyed to the said William S. Carman by William G. Williams and wife by deed dated on the twenty-third day of October in the year Nineteen hundred and twenty four and recorded among aforesaid Land Records of Anne Arundel County in Liber N. N. N. No. 101, folio 273.

Together with the buildings and improvements thereon 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 her the said Ruth Rudd her heirs and assigns forever.

Provided, that if the said parties of the first part their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Two thousand 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 parties of the first part shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues, and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges mortgage debt and interest, together with all liens of whatever kind on said property the said parties of the first party for themselves and for their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part 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 Ruth Rudd her personal representatives or assigns, or Nicholas H. Green 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 fifty 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 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 Mortgagors their personal representatives or assigns, or to whoever may be entitled to the same. And the said Mortgagors for themselves and for 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 of Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves and for their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, her personal representatives or assigns, or Nicholas H. Green her or 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 commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said parties of the first part for themselves and for their personal representatives and assigns, do further covenant to insure and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee her personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Three (3) Thousand Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure 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 hands and seals of the said Mortgagors.

Test: William S. Carman (seal)

George N. Wagner. Lillie Carman (seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this Sixth (6) day of June in the year nineteen hundred and twenty-six before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William S. Carman and Lillie Carman, his wife, the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Ruth Rudd 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.

Witness my hand and seal Notarial.

Notary Seal George N. Wagner,
Notary Public.

Commission expires May 2, 1927.

Note.

$2000.00 Annapolis, Md., June 6th, 1926.

For value received we promise to pay to the order of Ruth Rudd Five years after date, the sum of Two thousand dollars, with interest until paid at the rate of six per centum per annum said principal and interest payable in monthly installments of Twenty dollars (with the privilege of making larger payment in any amount), on the 6th day of each and every month after date until paid, each installment when so paid to be applied first, to the payment of the interest on the amount of the principal remaining unpaid, and the balance credited to the principal.

Value Received,

Principal Note. William S. Carman

due June 1929. Lillie Carman

Secured by mortgage of even date.

Payments on account of above note and interest acknowledged as follows:-

Date of Payment,	Interest due	To Principal	Bal. of principal due.
July 12		$10.00	$1990.00
July -		10.00	1980.00
August -		5.00	1975.00

Bond - Filed and approved 25th Oct., 1926.

Know all Men by these Presents, That I, Nicholas H. Green of Annapolis, Anne Arundel County, Maryland and The Hartford Accident and Indemnity Company a corporation organized and existing under the laws of the State of Connecticut are held and firmly bound unto the State of Maryland in the full and just sum of Four thousand dollars, current money, 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 and assigns, jointly and severally firmly by these presents, sealed with our seals and dated this 25th day of October in the year Nineteen hundred and twenty-six.

Whereas by Deed of Mortgage from William S. Carman and wife to Ruth Rudd dated on the sixth day of June in the year Nineteen hundred and twenty six and recorded among the Land Records of Anne Arundel County in Liber N. M. B. No. 28, folio 60, power was given to the said Ruth Rudd in case of default being made in the payment of the money secured thereby 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 agreement, covenant or condition of said mortgage, for her the said Ruth Rudd her heirs or assigns or Nicholas H. Green her or their Attorney to sell the property in said mortgage described.

And Whereas the said Nicholas H. Green was named in said mortgage as Attorney to make sale in case of default therein.

And Whereas default has been made in the payment of the interest and the said Nicholas H. Green under said power is about to sell said property.

Now the condition of the above obligation is such

that if the above bounded Nicholas H. Green does and shall abide by and fulfill any order or decree which shall be passed by any Court in 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
Rose R. Garner.

Nicholas H. Green, (seal)

Witness the said Hartford Accident and Indemnity Company by its duly authorized Attorney as per Power of Attorney duly recorded among the Land Records in the Office of the Clerk of the Circuit Court for Anne Arundel County attested by its corporate seal.

Witness:
Rose R. Garner

The Hartford Accident and Indemnity Co.
By J. C. Brewer,
Nicholas H. Green,
Attorneys.

Corporate Seal

Statement of mortgage claim - Filed Oct. 26" - 1926.

Amount of Mortgage due Ruth Rudd under mortgage from William S. Carman and Lillie Carman his wife, dated June 6, 1926 and recorded among the Land Records of Anne Arundel County in Libel N. M. B. No. 28 folio 60 $1975.00

Interest August 6, 1926 to October 26, 1926. 2 mos. + 20 days $26.35

$2001.35

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this twenty-sixth day of October in the year Nineteen hundred and twenty-six before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Nicholas H. Green, Attorney and made oath in due form of law that the above account is just and true.

Witness my hand and seal Notarial.

Myrtle Sturm,
Notary Public.

Notary's Seal

Report of Sale & Order Nisi on same - Filed 26" Nov., 1926.

To the Honorable, the Judges of the Circuit Court for Anne Arundel County, in Equity.

The Report of Nicholas H. Green, Attorney named in the mortgage filed in these proceedings

authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:-

That said mortgage being in default and after having given bond with security which was duly approved, and having given twenty days notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper printed and published in Anne Arundel County and by hand bills circulated in the City of Annapolis and Anne Arundel County, he did pursuant to said notice of sale attend in person at the Court House door, in the City of Annapolis, Maryland, on Tuesday, October 26th, 1926 at 11:30 o'clock A. M. and then and there in the presence of a number of persons did proceed to sell at public sale the property mentioned in said mortgage, to wit: All that tract, piece or parcel of land situate, lying and being in the Fourth Election District of Anne Arundel County aforesaid, containing ninety five hundredths of an acre of land, being the same property conveyed to the said William S. Carman by William G. Williams and wife by deed dated on the 23rd day of October in the year 1924 and recorded among the Land Records of Anne Arundel County in Liber N. H. G. No. 10, folio 273 and sold the same to Ruth H. Rudd at and for the sum of Eighteen hundred dollars, she being at that price the highest bidder therefor, the said purchaser has agreed to comply with the terms of sale.

The agreement of the purchaser and certificate of the Auctioneer marked Exhibit N. H. G. No. 1, with Report of Sale is filed herewith.

All of which is respectfully submitted,

Nicholas H. Green,

Attorney named in mortgage.

State of Maryland, Anne Arundel County Set:

I hereby certify that on this twenty-fourth day of November in the year Nineteen hundred and twenty six before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Nicholas H. Green, Attorney named in the mortgage, and made oath

in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein set forth and that said sale was fairly made.
Witness my hand and seal Notarial,

Myrtle Sturm,
Notary Public.

Hand bill.
Attorney's sale of valuable Real Estate in the Fourth Election District of Anne Arundel County, Maryland, on the Crain Highway.
By virtue of a power of sale in a mortgage from William S. Carman and Lillie Carman, his wife, dated the 6th day of June, 1926, and recorded among the Land Records of Anne Arundel County, in Liber N. M. B., No. 2 8, folio 60, the undersigned as Attorney named in said mortgage to make sale in case of default, will offer at public sale, said mortgage being in default, at the Court House door, in the City of Annapolis, Maryland, on Tuesday, October 26th, 1926 at 11:30 o'clock A. M., the property mentioned in said mortgage, to wit:
All that tract, piece or parcel of land situate, lying and being in the Fourth Election District of Anne Arundel County aforesaid, containing ninety-five hundredths of an acre of land, being the same property which was conveyed to the said William S. Carman by William G. Williams and wife by deed dated on the twenty-third day of October, in the year nineteen hundred and twenty-four and recorded among aforesaid Land Records of Anne Arundel County, in Liber N. N. W., No. 101, folio 273, improved by a new frame dwelling and out-buildings.
Terms of Sale:- One half cash on day of sale or upon final ratification of sale by the Court in the discretion of the undersigned, balance in cash upon ratification of sale by the Court. A deposit of $500 will be required of the purchaser on the day of sale.
Taxes to be adjusted to day of sale.

Nicholas H. Green
Attorney named in Mortgage.

Wm. H. Moss,
Auctioneer.

I hereby certify that I have this day purchased at public auction from Nicholas H. Green, Attorney, the property herein described, at and for the sum Eighteen hundred dollars, which I hereby agree to pay in accordance with the terms of sale.
Witness my hand and seal this 26th day of October, 1926.

Mrs. Ruth H. Rudd, (seal)
H. B. Perdue.

I hereby certify that I have this day sold at public auction for Nicholas H. Green, Attorney, the property herein described to Ruth Rudd at and for the sum of Eighteen hundred dollars, she being at that price the highest bidder therefor.
Witness my hand and seal this 26th day of Oct. 1926.

Witness:
Myrtle Storm

William H. Moos (seal)

Ordered this 26th day of November in the year Nineteen hundred and twenty-six that the sale of the property mentioned in these proceedings made and reported by Nicholas H. Green, Attorney named in the mortgage filed herein be ratified and confirmed unless cause to the contrary be shown on or before the 27th 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 27th day of December, 1926.
The report states the amount of sales to be $1800.

Wm. Martin Brady
Clerk.

Publisher's Certificate,

Annapolis, Md. Dec. 29-1926.
We hereby certify, that the annexed Order Nisi-Carman, Equity 5-202 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 27th day of December, 1926. The first insertion being made the second day of December, 1926.

The Capital Publishing Company,
By Louise F. Clow.

Ordered by the Circuit Court for Anne Arundel County this 3rd day of January, 1927, that the sale made and reported by Nicholas H. Green, Attorney as 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 is allowed the commissions provided in said mortgage and such proper expenses as he shall produce vouchers for to the Auditor.

Robert Moss, A.J.

Petition and order to substitute purchaser - Filed Dec. 29-1926.

To the Honorable, the Judges of said Court:

The petition of Ruth H. Rudd and Marvin I. Anderson respectfully shows:

1. That Ruth H. Rudd purchased from Nicholas H. Green, Attorney, certain property consisting of a lot of ground with improvements thereon located in the Fourth Election District of Anne Arundel County, on the Crain Highway, containing ninety five hundredths of an acre of land, as appears by the Report of Sale filed in these proceedings.

2. That since said purchase the said Ruth H. Rudd has sold the above described property to your petitioner Marvin I. Anderson.

You petitioners therefore pray your Honors to pass an order substituting the said Marvin I. Anderson as the purchaser of said property in the place and stead of Ruth H. Rudd.

Mrs. Ruth H. Rudd
Marvin I. Anderson
Petitioners

I assent to the substitution of purchaser as prayed.

Nicholas H. Green
Attorney

Ordered this 29th day of December in the year 1926 by the Circuit Court for Anne Arundel County in Equity upon the foregoing petition and assent of the Attorney that Marvin I. Anderson be and he is hereby substituted as purchaser of the property mentioned in the foregoing petition

and described in the Attorney's Report of Sale, in the place of stead of Ruth A. Rudd the purchaser thereof as mentioned in said Report of Sale.

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

All of which is respectfully submitted.

James H. Owens, Auditor

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Cr. William S. Carman & Lillian Carman, his wife in ac with Nicholas H. Green, Attorney.

Oct. 26 - 1926					Oct. 26 - 1926			
To Atty. for Comms.	$ 87	00			Proceeds of Sale	$ 1800	00
" " " fee allowed in mtge.	50	00	$ 137	00			
To Atty. for Appr. fee	10	00					
" Clerk of Court (court costs)	11	20					
" Auditor (J. N. C.)	9	00					
" Prem. on Bond (J. C. B.)	12	00	42	20			
To Atty. for Expences							
" Auctioneer (N. H. M.)	11	00					
" Advertising (Md. Gazette)	19	00					
" Order Nisi (Report of Sale)	5	00					
" " " Auditors Account	5	00					
" Art Press (hand bills)	5	50	45	50			
Ins. Prem. (R. A. Rudd)			11	00			
To Ruth Rudd, mortgagee on acct. of mortgage claim filed as per statement			1564	30			
			$ 1800	00		$ 1800	00
Ruth A. Rudd, mortgagee amount of mortgage claim as per statement filed	$ 2001	35					
To Ruth A. Rudd on account	1564	30					
Bal. due mortgagee	$ 437	05					

Order Nisi - Filed Jany 6th 1927

Ordered, This 6th day of January 1927 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 7th day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once each of 3 successive weeks before the 7th day of February next.

Frank L. Revell, Clerk.

Certificate of Publication

We hereby certify, that the annexed Order Nisi William L. Carman - 5202 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 7th day of February, 1927. The first insertion being made the 13 day of January 1927.

The Capital Publishing Company
By J. J. Taylor.

In the Circuit Court for Anne Arundel County

Ordered By the Court, this 8th day of February 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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 William H. Wilkinson and Wife.

No. 5155 Equity.
In the Circuit Court for Anne Arundel County

Mr. Clerk:
Please docket this suit, file original mortgage and statement of mortgage debt.

Hinson G. Gott.
Mortgagee

Mortgage-Filed June 1, 1926.

This Mortgage, Made this 6th day of May, in the year nineteen hundred and twenty-one, by and between William H. Wilkerson and Martha R. Wilkerson, his wife, parties of the first part, and Hinson G. Gott, party of the second part, all of Anne Arundel County Maryland,

Witnesseth:-

Whereas, the said parties of the first part are justly indebted unto the said party of the second part in the sum of Seven hundred dollars ($700.00) being the balance due on the purchase price of the property hereinafter mentioned, and to secure the prompt payment thereof the said parties of the first part have given unto the said party of the second part their promissory note, of even date herewith, for said amount, payable in three years from the date hereof, with interest thereon at the rate of six per cent. per annum, payable every three months, and

Whereas, it was a condition precedent to the purchasing of said property that these presents should be executed for the purpose of securing the prompt payment of said note, or any and all renewals thereof, or substitutes therefor, at the time limited for the payment of the same.

Now, Therefore, This Mortgage Witnesseth:- That for and in consideration of the premises, and the sum of One dollar ($1.00), paid by the said party of second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs or assigns,

All those four lots of ground situate on the east corner of Eastern Avenue and Fifth Street, in the village

of Eastport, Second Election District of Anne Arundel County, Maryland, with a frontage on said Avenue of 40 feet and a uniform depth on said Fifth Street of 186 feet designated as Nos. 28, 29, 18 and 19 on the plat of the subdivision of Winson G. Gatt's property, made by J. Carson Bonsh, County Surveyor, April 21, 1916, which plat is intended to be filed in Plat Book No. 1 of Anne Arundel County. Being the property conveyed to the said William H. Wilkinson and wife by the said Winson G. Gatt, by deed dated May 6, 1921, and intended to be recorded prior to or with this mortgage among the Land Records of Anne Arundel County; and being a part of the property conveyed to the said Winson G. Gatt by Charles F. Lee, Trustee by deed dated July 22, 1916, recorded among the aforesaid Land Records in Liber G. N. No. 116, folio 472.

Together with the buildings and improvements thereon 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 the said party of the second part, his heirs and assigns forever.

Provided, that if the said parties of the first part, their 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 parties of the first part, their heirs or assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said the said parties of the first part, 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 in

any part 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 Wilson G. Gatt, his heirs personal representatives or 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 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 heirs, 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, his heirs, 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, heirs, personal representatives or assigns, or to whomsoever 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 commission 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, his heirs, personal representatives or assigns, or 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 commissions, but said sale may be proceeded with unless, prior to the day appointed therefore, legal tender be made of said principal, costs, expenses and commission.

And the said parties of the first part, for themselves, their 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 Mortgagee, his heirs, personal representatives 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 effected thereon, to be so framed or endorsed, as in case of fire, to inure the benefit of the said Mortgagee, his heirs, 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 heirs, personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

Test:

Thomas A. Gott

William H. Wilkinson (seal)

Martha R. Wilkinson (seal)

State of Maryland, Anne Arundel County, to wit.

I Hereby Certify, that on this 6th day of May, in the year nineteen hundred and twenty-one, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William H. Wilkinson and Martha R. Wilkinson, his wife, the Mortgagors named in the aforegoing Mortgage and acknowledged the aforegoing Mortgage to be their

act. At the same time also appeared Winson G. Gatt, the mortgagee named in the aforegoing mortgage and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal.

Notary's Seal

Thomas C. Gatt,
Notary Public.

Note-

$700.00 Annapolis, Md., May 6, 1921.

Three years after date we promise to pay to the order of Winson G. Gatt Seven hundred and no/100 dollars with interest at 6% per annum, payable every three months.

Value received, William H. Wilkinson
Martha R. Wilkinson

No. Principal.
due May 6, 1924. Secured by Mortgage of even date.

Attorney's Bond - Filed + approved 1st. Oct. 1926.

Know all Men by these Presents, that we, Winson G. Gatt, as principal, and The Maryland Casualty Company, of Baltimore, Maryland, a body corporate, authorized by its charter to become surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen hundred dollars ($1500.00), to be paid to the said State, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 24th day of May, 1926.

Whereas the above bounden, Winson G. Gatt, by virtue of the power contained in a mortgage from William H. Wilkinson and wife, dated the 6th day of May, 1921, and recorded among the Land Records of Anne Arundel County in Liber N. N. N. No. 42, folio 262, 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, Winson G. Gatt, does and

shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of 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 Ruby M. Chaney. Winson G. Gatt seal.

The Maryland Casualty Company of Baltimore City, Maryland.

Countersigned: Winson G. Gatt, Attorney-in-Fact.

Corporate seal

Chas. F. Lee of By Chas. F. Lee & Co., Agents.

Mortgagee's Report of Sale - Filed June 2" - 1926.

To The Honorable, the Judges of said Court:

The Report of Winson G. Gatt, Mortgagee, respectfully shows:

That, after giving bond, with approved security, and after giving 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, for more than three successive weeks before the day of sale, and also by handbills posted up at the Court House door, and other conspicuous places he did, pursuant to said notice, attend at the Court House door, in the City of Annapolis, Maryland, on Tuesday, June 1, 1926, at eleven o'clock A. M. and then and there proceeded to sell said property, mentioned in these proceedings:-

All that lot of ground, improved by a two story, five room frame dwelling, situate at the intersection of the southeast side of Eastern Avenue and northeast side of Fifth Street, in the village of Eastport, Second Election District of Anne Arundel County, Maryland, with a frontage on said Avenue of 40 feet and a uniform depth of 96 feet, designated as lots Nos. 28 and 29 on the plat of the subdivision of Winson G. Gatt's property, made by J. Carson Bond, County Surveyor, April 21, 1916, and recorded among the Land Records of Anne Arundel County in Liber N. N. N. No. 50, folio 98. Being a part of the property which was conveyed to the said

William H. Wilkinson and Martha R. Wilkinson, his wife, by Winson G. Gatt and wife, by deed dated the 6th day of May, 1921, and recorded among the aforesaid Land Records in Liber N. N. N. No. 42, folio 261.

He offered said property and sold the same to James E. Abbott at and for the sum of twelve hundred and seventy-five dollars ($1275.00), he being then and there the highest bidder for said property.

And the said Mortgagee files herewith a copy of said advertisement, Auctioneer's certificate and Purchaser's agreement, all of which is respectfully submitted.

Winson G. Gatt,
Mortgagee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 1st. day of June, 1926, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Winson G. Gatt, Mortgagee, as aforesaid, and made oath in due form of law that the matters and things stated in the aforegoing report are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and notarial seal.

Ruby N. Chaney,
Notary Public.

Hand bill -

Mortgagee's Sale of valuable Real Estate situate on Eastern Avenue and Fifth Street, Eastport, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from William H. Wilkinson and Martha R. Wilkinson, his wife, dated the 6th day of May, 1921, and recorded among the Land Records of Anne Arundel County in Liber N. N. N. No. 42, folio 262, I will offer to Public Sale at the Court House door, in the City of Annapolis, Maryland, on Tuesday, June 1, 1926 at 11 o'clock A. M., the following property:-

All that lot of ground, improved by a two-story five-room frame dwelling, situate at the intersection of the southeast side of Eastern Avenue and northeast side of Fifth Street, in the Village of Eastport, Second Election District of Anne Arundel County, Maryland, with a frontage on said avenue

of 40 feet and a uniform depth of 96 feet, designated as Lots Nos. 28 and 29 on the plat of the subdivision of Winson G. Gatt's property, made by J. Carson Bolsh, County Surveyor, April 21, 1916, and recorded among the aforesaid Land Records in Liber W. N. W. No. 50, folio 98. Being a part of the property which was conveyed to the said William H. Wilkinson and Martha R. Wilkinson, his wife, by Winson G. Gatt and wife, by deed dated the 6th day of May, 1921, and recorded among the aforesaid Land Records in Liber W. N. W. No. 42, folio 261.

Terms of Sale:- Cash on ratification of the sale by the Court. A deposit of $250 will be required of the purchaser or purchasers on the day of sale. Deferred payment to bear interest at the rate of 6 per cent per annum. For further particulars apply to

Winson G. Gatt, Mortgagee.

Purchaser's Agreement.

I hereby certify that I purchased the within described property at Mortgagee's Sale from Winson G. Gatt, Attorney, on this 1st. day of June, 1926, at and for the sum of Twelve hundred and seventy-five dollars ($1275.00), and I hereby agree to comply with the terms of sale.

Witness my hand and seal this 1st. day of June, 1926

Test: J. E. Abbatt (Seal)

Ruby W. Chaney.

I hereby certify that I sold the within described property at Mortgagee's Sale on this 1st. day, 1926 to James E. Abbatt at and for the sum of Twelve hundred and seventy-five dollars ($1275.00), he being then and there the highest bidder for said property and I further certify that the sale was fairly made. Witness my hand and seal this 1st. day of June, 1926.

William H. Moss (seal)

Order Nisi.

Ordered, this 2nd. day of June, 1926, that the sale of the property mentioned in these proceedings, made and reported by Winson G. Gatt, Mortgagee Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 3rd. day of July, 1926; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each week of three successive weeks before the 3rd. day of July, 1926.

The report states the amount of the sale to be twelve hundred and seventy-five dollars ($1275.00).

Wm. Martin Brady, Clerk.

Publisher's Certificate.

Annapolis, Md., June 22, 1926.

We hereby certify, that the annexed advertisement Order Nisi - Wilkinson - Equity No. 5155 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 third day of July the first insertion appearing on the second day of June, 1926.

The Capital Publishing Co.
By L. F. Clow,

Ordered, by the Court, this 6th day of July, 1926, that the sale made and reported by Wilson G. Gatt, Mortgagee aforesaid, be, and the same is hereby Ratified and Confirmed, no cause to the contrary having been shown, and the Mortgagee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A. J.

Statement of Mortgage Debt, Filed July 6 - 1926.

November 6, 1925 - Balance due on mortgage	$620.00
To interest from November 6, 1925 - to June 1, 1926, day of sale	21.20
Total due	$641.20

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 30th day of May, 1926, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Wilson G. Gatt and made oath in due form of law that the above statement of mortgage debt is true, to the best of his knowledge and belief.

Witness my hand and notarial seal.

Notary's seal

Ruby N. Chaney.
Notary Public

Auditor's Report and Account - Filed July 8th, 1926.

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,

James N. Owens, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of William H. Wilkinson and wife in ac. with Wilson G. Gatt, Mortgagee. Cr.

To the Mortgagee, for his commissions	$68	00			June 1, 1926 -			
" " " " fee in mortgage	25	00	$93	00	By proceeds			
					of sale of			
To the Mortgagee, for Court Costs, viz:					real estate	$1275	00	
" Plaintiff's Solicitor,	10	00			To interest on			
" Clerk of Court	10	90			deferred			
" Auditor	9	00	29	90	payment	3	59	
To the Mortgagee, for his expenses, viz:								
" premium on bond, C. F. Lee & Co.	10	00						
" advertising and handbills, Ev. Cap.	31	50						
" Order Nisi on sale	5	00						
" Auctioneer	11	00						
" Notary fee		50	58	00				
To the Mortgagee, for taxes, viz:								
" 1923 County + State taxes	42	95						
" 1924 " " " "	38	40						
" 1925 " " " " adjusted								
to day of sale, 6/1/26 ($36.25)	33	25	114	60				
To Wilson G. Gatt, Mortgagee, in full of mortgage debt, as per statement filed,			641	20				
To Martha R. Wilkinson, survivor, this balance			341	89				
			$1278	59		$1278	59	

Order Nisi -

Ordered, This 8th day of July, 1926, 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 9th 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 9th day of August next.

Wm. Martin Brady,
Clerk.

Publisher's Certificate -

Annapolis, Md., August 2, 1926.

We hereby certify, that the annexed advertisement Order Nisi - Wilkinson - Equity 5155 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 Ninth day of August the first insertion appearing on the Ninth day of July, 1926.

The Capital Publishing Co.
By L. F. Clow.

Final Order -

Ordered by the Court, this 10th day of August, 1926, that the aforegoing Report and Account of the Auditor be and the same is hereby finally Ratified and confirmed, no cause to the contrary having been shown, 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 Olga K. Snyder.

In Equity No. 5196.
In the Circuit Court for Anne Arundel County.

Foreclosure proceedings. - Filed Sept. 21-1926.

This Mortgage, Made this 27th day of June in the year nineteen hundred and twenty-two between Olga K. Snyder, unmarried, of Anne Arundel County, Maryland, mortgagor, and the Glen Burnie Savings and Loan Association, of Anne Arundel County, Maryland, a body corporate under the law of said State, mortgagee.

Whereas, the said Olga K. Snyder being the holder of fifteen shares of unredeemed stock of said body corporate and a member thereof, has received from said body corporate an advance of fifteen hundred 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 purpose of said Association, and in order to secure the full payment and completion of said fifteen shares of stock to said body corporate in accordance with its present constitution, said mortgagor has 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 Olga K. Snyder does hereby grant unto said body corporate, The Glen Burnie Savings and Loan Association, of Anne Arundel County, Maryland, its successors and assigns, all that lot of ground situate in the Fifth Election District of Anne Arundel County, Maryland, designated as Lot No. 5500 on Plat No. 5, and Lots No. 5076, No. 5077, and No. 5078 on Plat No. 50, of the lands of the Curtis Creek Mining, Furnace and Manufacturing Company in possession of said company and intended to be recorded among the Land Records of Anne Arundel County, which said lots are more particularly described as follows:

Beginning for the first of said lots, being Lot No. 5500, at a stone planted on the southeast side of Brown Point Avenue at the end of the third line of the land conveyed by the Curtis Creek Mining,

Furnace and Manufacturing Company to William E. Patterson by deed dated the 1st. day of December, 1892 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 42, folio 490 etc., and running thence along the southeast side of Drum Point Avenue North 30 degrees 23 minutes east 652 feet to the beginning of the first line of the land conveyed by the said Company to Urias Brooks and wife by deed dated the 10th day of October, 1918, recorded among the Land Records of Anne Arundel County in Liber M.N.N. No. 9, folio 38 etc.; thence with the fourth line of the land conveyed as aforesaid to Urias Brooks and wife, reversely, south 59 degrees 37 minutes east 1042 feet to intersect the first line of the land conveyed by the said Company to Bessie M. Stewart by deed dated the 15th of January, 1915, recorded among the aforesaid Land Records in Liber G.N. No. 114, folio 308 etc., thence with the first line reversely south 30 degrees 23 minutes west 652 feet to the beginning of the third line of the land conveyed as aforesaid to William E. Patterson, and thence with the said third line north 59 degrees 37 minutes west 1042 feet to the point of beginning, containing fourteen and fifty-nine one-hundredths acres of land, more or less.

And beginning for the second of said parcels, comprising lots Nos. 5076, 5077 and 5078, at a point on the southeast side of Light Street Road distant south 27 degrees 4 minutes west 605 feet, 11 inches from a stone at a bend in said road south 30 degrees 23 minutes west 445 feet 1 inch from the end of the first line of the land conveyed by the aforesaid Company to Ellsworth Brooks and wife by deed dated the 18th day of August, 1920, recorded among the Land Records of the County aforesaid in Liber M.N.N. No. 23, folio 91 etc.; and running thence along the southeast side of Light Street Road south 27 degrees 4 minutes west 150 feet 3 inches; thence south 59 degrees 37 minutes east 216 feet 1-2 inch to the northwest side of Drum Point Avenue; thence along the northwest side of Drum Point Avenue north 30 degrees 23 minutes east 150 feet; thence north 59 degrees 37 minutes west 224 feet 8 inches to the point of beginning.

The courses in the above description are referred to the magnetic meridian of 1912.

The above described lots, which are hereby conveyed,

are the same as those which were conveyed to the aforesaid Olga K. Snyder by the Curtis Creek Mining Furnace and Manufacturing Company by deed dated the 16th of June, 1922, and to be recorded among the Land Records of Anne Arundel County.

Together with the buildings and improvements thereupon erected, made or being; and all and every part of the rights, roads, alleys, ways, easements, privileges, appurtenances and advantages to the same 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 Glen Burnie Savings and Loan Association of Anne Arundel County, Maryland, the mortgagee aforesaid, its successors and assigns aforesaid. Provided, That if the said mortgagor 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 mortgagor respectively, for herself, her heirs, executors, administrators and assigns, covenants with the said mortgagee, its successors and assigns, to pay and to perform as follows, viz: to pay to the said mortgagee, its successors or assigns, the monthly sum of Fifteen dollars as dues at every regular monthly meeting of said mortgagee, until the said sum of fifteen hundred dollars shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $7.50 until the sum of One Hundred dollars ($100) shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on and as often as One Hundred dollars ($100) shall be so repaid in dues, the payment of interest shall be reduced fifty cents, and to pay all public dues and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him by the said mortgagee, in accordance with the by-laws, and to keep the improvements on the said ground fully insured from loss by fire for the use of the mortgagee.

All of which payments and covenants shall continue in force until the said sum of fifteen hundred dollars shall be repaid in monthly dues as

aforesaid.

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 thirteen weeks, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagors; or either of them, then this whole mortgage debt hereby intended to be secured, shall be deemed due and demandable, and the said mortgagee, its successors or assigns, or Hugh R. Riley, its authorized attorney or 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 thirty dollars to the said attorney or solicitor or other party making the sale, in lieu of the commissions usually allowed; 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.

And the said mortgagor and for her personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company, satisfactory to the said mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the 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 inure to the benefit of said mortgagee to the extent of their lien or claim hereunder and to deliver said policies to the said mortgagee, its successors and assigns.

Witness the hand and seal of the mortgagor.
Test: Olga K. Snyder (seal)
N. Edgar Porter.

State of Maryland, Baltimore City, Sct:
I hereby certify that on this 27th day of June in the year nineteen hundred and twenty-two, before me, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Olga K. Snyder and acknowledged the foregoing mortgage to be her act. And at the same time also personally appeared Edward Woodfall, the President of the Glen Burnie Savings and Loan Association of 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.

Notarial seal N. Edgar Porter,
Notary Public.

For Value Received, the Glen Burnie Savings and Loan Association hereby assigns the within mortgage to Robert E. Knidred, Attorney, for the purpose of foreclosure,
Witness the signature of the President of the said Association, and the corporate seal thereof, attested by its Secretary.
Test: Corporate seal Edward Woodfall,
William F. Knethe, President.
Secretary.

Received for Record 21st day of Sept., 1926 at 10 o'clock a. m. and same day recorded in Liber N. M. B. No. 55, Folio 427, Land Records of Anne Arundel County.
Wm. Martin Brady, Clerk.

Bond - Filed and approved 21st day of Sept. 1926.
Know all Men by these Presents:
That we, Robert E. Knidred of Glen Burnie, Maryland, as Principal, and the United States Fidelity and Guaranty Company, 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 Two Thousand and 00/100 Dollars ($2,000.00), 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 seventeenth day of September in the year of our Lord one thousand, nine hundred and twenty-six.
Whereas the above bounden Robert E. Kindred by virtue of a decree of the Honorable the Judge of the Circuit Court in and for Anne Arundel County has been appointed trustee to sell certain real estate mentioned in the proceedings in the case of Robert E. Kindred, assignee to foreclose a mortgage in the case of the Glen Burnie Savings & Loan Association vs. Alga K. Snyder now pending in said Court.
Now the Condition of the above Obligation is such that, if the above bounden Robert E. Kindred 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 or any order or decree which shall be made 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.

Robert E. Kindred (seal)

Attest:
Harry J. McMechen,
Asst Secretary.

(corporate seal)

United States Fidelity & Guaranty Co.
By Chas L. Phillips,
Vice-President.

Statement of account - Filed Sept. 21-1926.

Glen Burnie, Md., October 1, 1926.

Alga K. Snyder, Miami, Florida to The Glen Burnie Savings & Loan Association,

To balance due on account of principal	$1140.40
" interest (15 mos.) to October 1, 1926	90.00
" fines @ 5¢ per share per week on 12 shares for 5-6 weeks	33.60
	$1264.00

Report of Sale - Filed 28 October, 1926.

To the Honorable, the Judge of said Court:
The report of Robert E. Kindred, Attorney-Assignee, of the mortgage filed in these proceedings, to make sale of the property mentioned therein, respectfully shows: That after giving Bond, with approved security, and after giving notice of the time, place, manner and terms of sale, by advertisement in the Maryland Gazette a weekly newspaper published in Anne

Arundel County, State of Maryland, for more than three successive weeks before the day of sale, and also by hand bills posted up at the Court House door, and other conspicuous places; he did pursuant to said notice attend at the Court House door, in the City of Annapolis, State aforesaid, on Tuesday October 26, 1926, at eleven o'clock A. M. and then and there proceeded to sell said property, mentioned in these proceedings.

Being all those parcels of land, lying and being in the Fifth Election District of Anne Arundel County, Maryland, near Glen Burnie, and designated as Lot No. 5500 on Plat No. 5 and Lots Nos. 5076, 5077 + 5078 on Plat No. 50, which Plat is in the possession of the Curtis Creek Mining, Furnace and Manufacturing Company. Containing fifteen acres of land, more or less, with the exception of the land heretofore conveyed to Benjamin Matthews and wife by two separate deeds, recorded in N. N. N. No. 60, folio 217, and N. N. N. No. 85, folio 449 respectively.

He offered said Lots and sold the same to Bruner R. Anderson, at and for the sum of $1465.00, he being the highest bidder then and there for said property.

And the said Attorney-Assignee files herewith a copy of said advertisement, Auctioneer's certificate and Purchasers agreement, all of which are respectfully submitted.

Robert E. Kindred,
Attorney-Assignee.

State of Maryland, Baltimore City, to wit:

I Hereby Certify, that on this 27th day of October, 1926, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Robert E. Kindred, Attorney-Assignee in the within mentioned matter, and made oath in due form of law, that the matter and facts stated in the aforegoing report of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

As Witness my hand and Notarial Seal.

Viola Kindred,
Notary Public.

Notary Seal

Handbill - William H. Moss, Auctioneer.

Mortgagee's Sale of Real Estate in the Fifth Election District of Anne Arundel County, Md.

Under and by virtue of a power of sale contained in a mortgage from Olga K. Snyder to the Glen Burnie Savings and Loan Association, of Anne Arundel County, Maryland, bearing date of June 27, 1922, and duly recorded among the Land Records of Anne Arundel County, Maryland, in Liber N. N. N. No. 55, folio 424, etc., the said mortgage being now in default, the undersigned, Robert E. Kindred, Assignee thereof for the purposes of foreclosure, will sell at public auction at the Court House door, in the City of Annapolis on Tuesday, Oct. 26, 1926 at 11:00 o'clock A. M., the following mentioned and described real estate:

Being all those parcels of land, lying and being in the Fifth Election District of Anne Arundel County, Maryland, near Glen Burnie, and designated as Lot No. 5500 on Plat No. 5, and Lots No. 5076, No. 5077 and No. 5078 on Plat No. 50, which plat is in the possession of the Curtis Creek Mining, Furnace and Manufacturing Company. This property contains about fifteen acres of land, more or less, and the said Assignee will sell all the property described, with the exception of the land heretofore conveyed by the said Olga K. Snyder, which will be announced at the sale.

For accurate description by metes and bounds, see N. N. N. No. 55, folio 424, etc.

This property is well located and very desirable for development. It is also convenient to churches, schools and stores.

Terms of Sale: Cash upon the final ratification of sale. A deposit of $250 will be required on day of sale. Deferred payment to bear legal interest from date of sale, and to be secured to the satisfaction of the undersigned. Taxes, insurance including water benefit charges, and all other charges, to be adjusted to the day of sale.

Robert E. Kindred,
Assignee.

Auctioneer's Certificate -

I Hereby Certify, that I have this 26th day of October, 1926 sold the property described in the within hand bill at and for the sum of $1465.00, to Bruce

R. Anderson be being then and there the highest bidder for the same and I further certify, that the sale was fairly made.

William H. Moss, Auctioneer

Purchaser's Agreement.

I Hereby Certify, that I have this 26th day of October, 1926, purchased from Robert E. Kindred, Attorney-Assignee, the property described in the advertisement within, at and for the sum of $1465.00, and hereby agree to comply with the terms of the sale. Witness my hand and Seal.

Bruner R. Anderson (seal)

Order Nisi.

Ordered, this 28th day of October, 1926, That the sale of the Mortgaged Real Estate of Olga K. Snyder, made and reported by Robert E. Kindred, Attorney-Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of November next.

The report states the amount of sales to be $1465.00.

Wm. Martin Brady, Clerk.

Publisher's Certificate.

Annapolis, Md., Nov. 26 - 1926.

We hereby certify, that the annexed Order Nisi - Snyder, Equity #5196, was published in The Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the twenty-ninth day of November, 1926. The first insertion being made the Fourth day of November, 1926.

The Capital Publishing Company.
By Louise F. Glor.

Ordered by the Court, This 7th day of Dec., 1926, 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 to the Auditor.

Robert Moss, A.J.

Petition, Certificate and Order - Filed Dec. 7th 1926.

To the Honorable, the Judge of said Court:

The report of Robert E. Knidred, Assignee, of the sale of the above mentioned property, respectfully submits unto your Honor:

That in as much as your Petitioner was only allowed the sum of Thirty dollars ($30.00) on the sale of said mortgaged property and not the regular commission allowed by a Court of Equity, and that the property was sold at a price sufficient to pay the mortgagee's claim, all costs and a reasonable fee to your Petitioner, he therefore charges that he should be entitled to extra compensation for extraordinary services rendered in the sale of said property, and prays the Court to pass an order allowing him a reasonable fee for the services above mentioned.

We, the undersigned Monson G. Gatt and Nicholas H. Green, two members of the Anne Arundel County Bar, in active practice, certify that $25.00 would be a reasonable compensation for the services rendered by Robert E. Knidred, Assignee, in this case.

Monson G. Gatt (seal)

Nicholas H. Green (seal)

Upon the above Petition, and certificate, it is this 7th day of December, 1926, Ordered by the Circuit Court for Anne Arundel County that the Auditor in stating his account in this case is hereby directed to allow to Robert E. Knidred, Assignee, the sum of $25.00 for legal services rendered in the above case, subject to the usual exceptions.

Robert Moss, A.J.

Certified copy of Articles 8 + 14 of the Constitution - Filed December 14, 1926.

"Article VIII" - Application for loans must be made to the Directory, who shall decide upon the security offered. For each share of $100.00 so redeemed the member shall pay to the Association no less than $1.50 per month, which shall be applied, first, to

the payment of fines, interest and all other charges, the balance to be credited to principal. Continued failure to pay the dues for 13 weeks will be sufficient to have a mortgage given as security foreclosed.

Members applying for loans or notes shall subscribe for four shares for every $100 and give two endorsers for same.

"Article XIV"

If a member who has redeemed his shares neglects to pay his monthly dues and interest, he shall be subject to a fine of five cents for each share per week; if this neglect be continued for a period of thirteen weeks, the directory shall take the necessary steps to have the mortgage given as security foreclosed.

This is to Certify, that the above Articles are certified copies of Articles 8 and 14 of the Constitution and By-Laws of the Glen Burnie Savings & Loan Association.

Corporate seal

William F. Knethe,
Secretary & Treasurer.

Auditor's Report and Account - Filed 14th Dec. 1926.

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,

James N. Owens,
Auditor.

Dr. The Mortgaged Real Estate of Olga K. Snyder in ac. with Cr.
Robert E. Hindred, Assignee.

October 28. 1926.					By proceeds			
To additional fee allowed by Order of Court	$ 25	00			of sale of			
" Fee provided in Mortgage	30	00	$ 55	00	Real Estate	$ 1465	00	
To the Assignee for Court Costs, viz:								
" Clerk of Court.	11	00						
" Solicitor	10	00						
" Recording assignment		75						
" Premium on bond	10	00						
" Auditor's Fee	9	00	40	75				
To the Assignee for his expenses, viz:								
" Advertising	$ 22	00						
" Order Nisi	10	00						
" Auctioneer	11	00	43	00				
To the Assignee for State & County Taxes								
" Taxes for 1923	20	25						
" " " 1924	19	70						
" " " 1925	16	95						
Taxes from July 1, 1926 to Oct. 26, 1926	5	35	62	25				
To the Glen Burnie Savings & Loan Association in full of mortgage debt and interest.			1264	00				
			$ 1465	00		$ 1465	00	

Order Nisi -

Ordered, This 14th day of December, 1926, 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 15th day of January, (1926) 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 15th day of January (1926) next.

Wm. Martin Brady.

Publisher's Certificate-

Annapolis, Md. January 3-1927.

We hereby certify, that the annexed Order Nisi - Snyder - Equity # 5196 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for Three successive weeks before the Fifteenth day of January, 1927. The first insertion being made the Sixteenth day of December, 1926.

The Capital Publishing Company,
By Louise F. Clor.

Final Order-

Ordered by the Court, this 18th day of January 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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.

William J. B. Shanks
vs.
Morris Bronstein,
Gertrude Bronstein, his wife,
Samuel Kramer, Rose
Kramer, his wife,

No. 5043 Equity.
In the Circuit Court for
Anne Arundel County.

Mr. Clerk:

File the mortgage herewith for foreclosure, after docketing the above case.

By L. Freeny,
Attorney named in Mortgage.

Filed Aug. 22-1925.

Petitioner's Exhibit No. 1- Filed Aug. 22, 1925.

This Mortgage, Made this 20th day of November, in the year nineteen hundred and twenty-four by Morris Bronstein and Gertrude Bronstein, his wife, and Samuel Kramer and Rose Kramer, his wife, Mortgagors, of the City of Baltimore and State of Maryland, of the first part, and William J. B. Shanks, Mortgagee, of said City and State of the second part.

Whereas the said Mortgagors stand and are justly indebted unto the said Mortgagee in the full sum of thirty five hundred dollars, the same being money this day advanced by the said Mortgagee to the said Mortgagors for which sum they have passed to the said mortgagee their joint and several promissory note payable two years after date; and for the interest to accrue thereon in the meantime at the rate of six per centum per annum, payable quarterly in advance, the said Mortgagors have passed to the said Mortgagee, their seven other joint and several promissory notes each for fifty two dollars and fifty cents payable respectively three, six, nine, twelve, fifteen, eighteen, and twenty-one, months after date and to secure the prompt payment of said sum of thirty five hundred dollars and interest as aforesaid these presents are executed, the execution whereof having been agreed upon as a condition precedent to the granting of said advance.

And it is further Agreed, And as one of the conditions precedent to the granting of the aforesaid loan the said Mortgagors hereby agree to deposit the sum of five dollars and fifty cents each and every week hereafter in The Hebron Building and Loan Association, Incor-

porated, to be for that purpose of paying the taxes and interest on the property and the mortgage debt hereby secured; the said money so deposited to be used for the purpose and to be withdrawn for no other purpose whatsoever during the existence of this mortgage; the balance in said Association at the time of the release of this mortgage to be then returned to the Mortgagors; and any default in the payments to said Association as herein agreed to be made to constitute a default in the mortgage debt and the covenants of this mortgage and after any default in said payments to have the same rights under this mortgage as hereinafter set forth.

Now this Mortgage Witnesseth that in consideration of the premises and the sum of one dollar, the said Mortgagors do hereby grant and convey unto the said Mortgagee, his heirs and assigns, all that lot or tract of land situate in the Third Election District of Anne Arundel County, containing about seventy-seven acres of land, lying on the south side of the Old Mountain Road, and which said land is fully described by metes and bounds, courses and distances in a deed of conveyance from A. B. Gover to Lewis A. Jell recorded among the Land Records of Anne Arundel County in Liber G. N. No. 82, folio 132 &c., as follows:

Beginning at a stone planted on the north margin of the aforesaid Old Mountain Public Road at the end of the last line of Stevens Mount and marked on the plat of the lands of James E. Williams land with the letter E; thence up and bounding on the middle of the aforesaid road the following nine courses and distances to wit, north 30 degrees west 12 perches; north 17½ degrees west 18 perches; north 21¼ degrees west 28 perches; north 19 degrees west 19 perches; north 28½ degrees west 12 perches; north 38½ degrees west 9 perches north 51¾ degrees west 28 perches; north 55 degrees west 43¾ perches; north 56¾ degrees west 2 perches to a point on the aforesaid road about (12) twelve feet northerly of a stone planted on the south margin of the aforesaid road; thence leaving said road and bounding on lot 5 as designated on the before mentioned plat south 17¼ degrees west one hundred and seventy perches

to a stone planted in the home line of the before mentioned Stevens Mount thence bounding on said line reversely north 78 degrees east one hundred and forty five perches to the beginning.

Being the same tract of land which by deed of even date herewith and recorded among the Land Records of Anne Arundel County prior hereto was conveyed by Ernest Warner to the said Mortgagors.

Together with the buildings and improvements thereon 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 William J. B. Shanks, his heirs and assigns, forever.

Provided, that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of thirty five 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 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 mortgage 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 payment of said money, or the interest thereon to accrue in any part 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 William J. B. Shanks, his personal representatives or assigns, or Benjamin L. Freeny, 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 one hundred and fifty 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, 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 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 commissions the said Mortgagors themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and

the said Mortgagee, his personal representatives or assigns, or 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 commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said Mortgagors for themselves, their personal representatives and assigns, do further covenant to insure and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least thirty five hundred dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure 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 hands and seals of the said Mortgagors.

Test:

August Julius,

Billy J. O'Freeny.

Morris Bronstein (seal)

Gertrude her X mark Bronstein (seal)

Samuel Kramer (seal)

Rose her X mark Kramer (seal)

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 20th day of November in the year nineteen hundred and twenty four before me, a Notary Public of the State of Maryland, in and for the County, aforesaid personally appeared Morris Bronstein and Gertrude Bronstein, his wife, and Samuel Kramer, and Rose Kramer, his wife, the Mortgagors named in the aforegoing Mortgage and each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared William J. B. Shanks, the Mortgagee herein, 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.

As Witness my hand and Notarial seal.

August Julius,
Notary Public.

Recorded 26 Nov., 1924. - 9 a. m.

State of Maryland, Anne Arundel County, to wit:
I Hereby Certify, That the aforegoing was truly taken and copied from Liber N. N. N. No. 91, folio 321, one of the Land Record Books for Anne Arundel County.
In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court for Anne Arundel County this 31st day of July, 1925.
Wm. Martin Brady, Clerk.

Mortgagee's or Attorney's Bond - Filed Aug. 5th - 1926.
Know all Men by these Presents: That we, Benjamin L. Freeny 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 Thirty-five hundred ($3500.00) 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 24th day of July, in the year of our Lord, Nineteen hundred and twenty six.
Whereas, the above bounden Benjamin L. Freeny by virtue of the power contained in a mortgage from Morris Bronstein, et al. to William J. B. Hanks, bearing date the 20th day of November, 1924 and recorded among the mortgage records of Anne Arundel County in Liber N. N. N. No. 91, Folio 321 &c. and said Benjamin L. Freeny, Attorney in said mortgage is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.
The Condition of the above Obligation is such, that if the above bounden Benjamin L. Freeny 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 Benjamin L. Freeny 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 E. V. Shockley

Attest: By B. Hessler.

Corporate Seal.

Benjamin L. Freeny, (seal)
Fidelity & Deposit Co. of Maryland,
By E. V. Shockley,
Attorney in fact.

Mortgage Statement - Filed Aug. 6th - 1926.

Mortgage debt		$3500.00
Interest as per terms of Mortgage due Aug. 18th 1926.		420.00
		$3920.00
Paid to Hebron B. & L. Asso. as per terms of mortgage	$566.00	
Pd. out by Asso. for taxes	$144.44	
" " " " " "	65.95	207.39
Credited on Mtg. interest		
Interest from Aug. 17th to June 18th	35.8.61	35.8.61
Balance due -		$3561.39

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 5th day of August, 1926 before me the Subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared William J. B. Shanks, and made oath in due form of law that the foregoing is a true account of the mortgage debt due in the above debt.

Witness my hand and Notarial Seal,

Notarial Seal

Anna R. Miller,
Notary Public.

Report of Sale - Filed 19th Aug. 1926.

To the Honorable, The Judge of said Court:

The report of sale of Benjamin L. Freeny, the attorney named in the mortgage filed herein for foreclosure respectfully shows unto your Honor:

That after having given due public notice of the time, place, manner and terms of sale published in the Maryland Gazette a newspaper published in Anne Arundel County, and after having filed bond in these proceedings which was duly approved by the Court;

he attended at the Court House door in Annapolis, Anne Arundel County, on Tuesday the seventeenth day of August, 1926, at 11:30 A.M. (in accordance with the terms and time mentioned in said advertisement) and then and there sold the property mentioned in the proceedings herein, reference being made to the description in the mortgage filed herewith for a full and complete description thereof, at public auction to Simon Goldman at and for the sum of Nine Hundred Dollars, the same being the highest price he could obtain for said property.

Respectfully submitted,

Benjamin L. Freeny,
Attorney named in mortgage.

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 18th day of August, before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid personally appeared Benjamin L. Freeny, the attorney named in the mortgage, 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, information and belief, and further made oath that the sale herein reported was fairly made.

As witness my hand and Notarial Seal.

Notary Seal

Anna L. Miller,
Notary Public.

Handbill - Wm. H. Moss, Auctioneer.

Mortgagee's Sale of Valuable Real Estate in the Third Election District of Anne Arundel County, Maryland, on Old Mountain Public Road.

By virtue of the power of sale contained in a mortgage from Morris Bronstein et al. bearing date November 20th, 1924, and recorded among the Land Records of Anne Arundel County in liber N. N. No. 91, folio 321, etc., I as attorney named in mortgage to make sale in case of default will offer at public sale at the Court House door, in the City of Annapolis, on Tuesday, August 17, 1926 at 11.30 A.M., all that tract of ground in the Third Election District of said County containing about seventy-seven acres of land lying on the south side of the Old Mountain Public Road and described as follows:-

Beginning at a stone planted on the north margin of the aforesaid Old Mountain Public Road at the end of the last line of Stevens Mount and marked on the plat of the lands of James E. Williams land with the letter E; thence up and bounding on the middle of the aforesaid road the following nine courses and distances, to wit. North 30 degrees West 12 perches; North 17½ degrees West 18 perches; North 21¼ degrees West 23 perches; North 19 degrees West 19 perches; North 28½ degrees West 12 perches; North 38½ degrees West 9 perches; North 57¾ degrees West 28 perches, North 45 degrees West 43¾ perches; North 46¾ degrees West 2 perches to a point on the stone planted on the south margin of the aforesaid road about twelve northerly of a aforesaid road; thence leaving said road and bounding on Lot 5 as designated on the beforementioned plat South 17¼ degrees West one hundred and seventy perches to a stone planted in the "home line" of the before mentioned "Stevens Mount; thence binding on said line reversely North seventy-eight degrees East one hundred and forty-five perches to the beginning.

This property is improved by a comfortable dwelling and outbuildings.

Terms of Sale:- A deposit of five hundred dollars ($500.00) will be required of the purchaser at the time of the sale, the balance of the purchase money to be paid with interest from day of sale, in cash on ratification of sale and delivery of deed.

Benjamin L. Freeny
Attorney named in Mortgage.

Publisher's Artificate.

Annapolis, Md., Nov. 30, 1926.

We hereby certify, that the annexed Mortgagee's sale of Valuable Real Estate, in the Third Election District of Anne Arundel Co., Md. on Old Mountain Public Road was published in The Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for Four successive weeks before the 17th day of August, 1926. The first insertion being made the 22nd day of July, 1926.

The Capital Publishing Company.

Order Nisi.-

Ordered, this 19th day of August, 1926, That the sale of the fee simple property made and reported by Benjamin L. Freeny, Attorney named in Mortgage herein Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 20 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 20th day of September next.

The report states the amount of sales to be $900.00

Wm. Martin Brady, Clerk.

Publisher's Certificate.

Annapolis, Md., September 10th, 1926.

We hereby certify, that the annexed advertisement Order Nisi - Bronstein Equity 3083 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 Twentieth day of September the first insertion appearing on the Nineteenth day of August, 1926.

The Capital Publishing Company,
By L. F. Olor.

Order.

Ordered by the Court, This 18th day of January, 1927, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no sufficient 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.

Exceptions - Filed Sept. 20 - 1926.

To the Honorable, the Judges of said Court:

Samuel Kramer, one of the mortgagors herein, excepts to the ratification of the sale made herein, and reported by Benjamin L. Freeny, Attorney, on the 19th day of August, 1926, and for cause of exception shows:-

1. That the price for which said property was sold is grossly inadequate.

2. That the advertisement of sale of said property

was misleading.
3. That within a few days prior to the day of said sale, certain buildings on the property sold herein were burned down, and said sale was made before the insurance on said buildings had been adjusted.
4. And for other reasons to be made known at the hearing hereunder.

Respectfully submitted,

Jno. S. Strahorn,
Solicitor for Exceptant.

Petition and Order - Filed Nov. 1st, 1926.

To the Honorable, the Judge of said Court:

The Petition of Benjamin L. Freeny, Attorney named in the mortgage filed herein respectfully shows:

That Samuel Kramer one of the Defendants herein has filed exceptions to the sale heretofore made but has failed to proceed further with the same. That sufficient time has elapsed within which the said Exceptant could have taken any testimony he desired and completed such proceedings as should have been necessary for the presentation of his Exceptions to the Court for determination.

Your Petitioner therefore prays the Court to pass an Order requiring the said Exceptant to proceed with the taking of such testimony and the completion of his proceedings within some time to be specified by the Court.

And as in duty &c.

Benj. L. Freeny,
Attorney named in Mortgage.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, That on this 29th day of October, 1926, before me the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid personally appeared Benjamin L. Freeny, who made oath in due form of law that the matters and facts herein contained are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

Notarial Seal

Anna C. Miller,
Notary Public.

It is Ordered, by the Circuit Court of Anne Arundel County, in Equity, this 1st. day of November, 1926, that Samuel Kramer be required to take any testimony he desires and to complete his proceedings under the exceptions filed in this case, and return the same to this Court within 25 days of the date hereof.

Robert Moss, A. J.

Testimony and 3 Exhibits on Exceptions to sale. - Filed Nov. 27, 1926.

Testimony on behalf of Exceptants.

Friday, Nov. 26th, 1926.

Order of Court passed on November 1st. 1926, to take testimony and return to the Court within twenty-five days of the date of this order.

(By Mr. Freeny).

I object to the taking of this testimony on this occasion as under the Order of Court the testimony should already be in the hands of the Court. I am making this for the purpose of getting my objection in the record in order that the Court may pass thereon.

Present:-

Benjamin L. Freeny, Esq., Attorney for mortgagee.
John S. Strahorn, Esq., Attorney for Exceptants.
George E. Pullman, Esq., Examiner.
Juliet M. Strahorn, Court Stenographer.

For Exceptant.

Witnesses	Chief	Cross Exam.
John J. Flynn	2 to 5	5 to 8
Samuel Kramer	9 to 11	11 to 13

For Mortgagee.

Benjamin L. Freeny	14 to	15

Mr. John J. Flynn, a witness produced on behalf of the Exceptant, being first duly sworn, says:

(By Mr. Strahorn).

1. State your name, residence and occupation?

A. John J. Flynn, 1707 Edmondson Ave., Baltimore, Md. my residence, and 5 Hopkins Place, Baltimore, my business address, I am Secretary-Treasurer of the Glenarden Development Co., a real estate corporation

2. How long have you been Secretary-Treasurer of this corporation?

A. Since May 1923.

3. What are your duties, and how far afield do your duties take you?

A. Pretty much throughout the State of Maryland, not as a corporation but as an individual.
4. Have you had individual dealings in real estate in and around Baltimore City?
A. I have.
5. How long have you been engaged in real estate in Baltimore and its environments?
A. Since 1922.
6. Have you ever had occasion to find out the value of real estate in Anne Arundel County, particularly in and around the properties on the road from the boulevard through to Gibson Island in the 3rd. District?
Objection.
6. Have you ever been called upon to appraise real estate as to values in the section of the road leading into Gibson Island?
A. I have.
7. Have you dealt in farm lands located along that road so as to know its value?
A. I have never sold any farm land along that road.
8. Have you ever been called upon to appraise property in that section?
Objection.
A. I have.
9. Are you, or not, familiar with the property conveyed by Morris Brofstein and wife and Samuel Kramer and wife to William J. B. Shanks, mortgagee, conveyed by the mortgage which I have in my hand, and show you same being Petitioner's Exhibit No. 1, in the present proceedings, are you familiar with that property?
A. I do not know.
10. Are you familiar with the property in question which is known as the Old Mountain Road, the property on that road, in which Mr. Kramer and Mr. Morris Bronstein are interested.
Objection.
A. I am familiar with the property Mr. Kramer told me he was interested in. I don't know whether anybody else has any interest in it.
11. Do you know how many acres it contains?
Objection.
A. Except from his information, it contains about 77 acres.
Motion by Mr. Freny to strike out what Kramer

said to the witness.
12. Did you or not go upon the property on the old Mountain Road in question which Mr. Kramer told you he had an interest in, and if so, tell us all you know about the property?
Objection.
A. I did.
13. Where was that located?
A. Located about, I should judge, 5 or 6 miles from Lupkin's corner on the Mountain Road, on the main road to Gibson's Island, on the right hand side going towards Gibson Island.
Motion by Mr. Freeny that answer be stricken out on the ground that there is no evidence to show that this witness saw the land mentioned in this particular case.
14. The land which Mr. Kramer pointed out to you did you go over that land, and if so, for what purpose?
Objection.
A. For the purpose of appraising it so as to take a mortgage from Mr. Kramer.
15. On whose behalf, if you know? For whom were you contemplating lending the money?
~~A. I did so~~ Objection.
A. I did not have any particular party in mind, I wanted to see if the land was worth enough to justify the mortgage he asked.
16. You went there for the purpose of ascertaining, if you could, the value of the property in question?
A. Yes.
17. Did you go all over the property he referred you to?
Objection.
A. I went over a good deal of the property, I can't say I followed the lines.
18. Did he point out to you the property he claimed was the property in question?
A. Mr. Kramer was not with me.
19. Did you have any one to point out the property to you?
A. No, except the description I got from the office, and the land marks he told me, and the house that was on there at the time, the country all around there seemed to be about the same value.
Motion to strike out this answer.

20. The property which you were sent there to appraise, what was its condition, at that time, as to buildings?
A. There was a building, a residence, in a very dilapidated condition, the doors were open, it was unoccupied and in very bad condition.
21. You say you were familiar with lands in that locality?
A. Yes sir.
22. Did you appraise that property at that time?
Objection.
A. I did.
23. You did not survey it?
A. What do you mean by survey it? I did not survey it except as you survey it with your eye, I just walked over it.
24. With your knowledge of real estate in that locality, and also of this property pointed out to you as the property in question, what, in your opinion, is a fair value per acre of the property of Kramer and Bronstein there?
Objection.
A. At that time, I estimated the value of the property to be about $100 an acre, I thought it was probably a little bit high for it.
25. How much do you think $100 an acre was high for it? What was its value?
Objection.
A. It is pretty hard to guage real estate, I should say between $80 and $100 would be the price of that land.
26. What was the value of the buildings, if you know?
Objected to.
A. The buildings were, I think the residence there and small out house a kind of shed, were not worth more than $700 or $800.
27. You don't know from your own knowledge whether the buildings are still there?
A. I believe they are not, I know I came down that road frequently and I think I saw the place had been burned down.
28. Have you been by there since the 19th of August, or the middle of August, and have you observed this property?
A. I have been by there, I did not observe it, just gave it a casual glance. My impression is the last

time I went by there was no building there.

Cross Examination.

(By Mr. Freeny).

1. Are you a resident of Baltimore?
A. I have lived there for five years.
2. Where did you live before that?
A. Chicago, Ill.
3. What was your business there?
A. Civil Service Commissioner for the City of Chicago.
4. Connected with the real estate business in any way?
A. No.
5. How long were you Civil Service Commissioner of Chicago, Ill.?
A. 4 years.
6. What was your business before that?
A. Secretary-Treasurer of a Railroad organization.
7. You say you came to Baltimore in 1920?
A. Yes.
8. How many farms have you sold in Anne Arundel County in that time?
A. None at all.
9. The land you saw in this case what use could it be put to?
A. Some of the land fronting on the road might be sold into building lots and back of it could be only used for farm land, if cleared off.
10. What is its state of fertilization, good or bad?
A. More or less emaciated.
11. Poor?
A. Yes.
12. As a matter of fact is it not very poor?
A. No.
13. Any crops on it?
A. None when I saw it.
14. You have not told us when you saw it?
A. I saw it in 1924, Labor Day.
15. You say no one went with you to the farm you appraised?
A. No one interested in the farm, some people were with me.
16. No one to tell you about it?
A. No sir.
17. You went alone?
A. Yes, I went alone and proceeded with the description I got.

Re-Direct.

(By Mr. Strahorn)

1¾ You saw the property Mr. Kramer pointed out to you?

Objection.

A. I know I was on the ground, a blind man could not have mistaken the description Mr. Kramer gave because I don't believe there was any other house in that locality.

2. You went on the property the house he described to you?

A. Yes, and so many yards from the end of the concrete road, the first house I met.

3. You were perfectly satisfied you were on the Kramer-Bronstein property?

Objection!

A. Yes.

4. You got your instructions from Mr. Kramer in Baltimore?

A. Yes.

Cross Examination on Re-Direct.

1. What is the frontage on this road, do you know?

A. Indeed I could not tell you, it has been two years since I was there, and it did not make a great impression on my mind that it would last since.

2. Has there been any change in values of land in Anne Arundel County in the last two years?

A. I believe there has.

3. Is it not a fact that demand has a great deal to do with price?

A. Always.

4. Do you know whether or not there is any demand at this time for land of this character?

A. There is a demand, not as much as there was.

5. Considerable change is there not?

A. Yes sir.

Re-Direct.

1. If I tell you that by the mortgage filed in this case the frontage on that Mountain Road is 166 ¾ perches, would that refresh your mind?

A. The details are very hazy in my mind, it happened two years ago.

Exceptants Solicitor files with the Examiner the original mortgage in this case, with especial reference to the frontage on the Mountain Road as shown

by the description in said mortgage.
2. Knowing that the frontage as disclosed by this Exhibit is between 150 and 175 perches, does it in any way affect your valuation of this property?
A. That was taken into consideration at the time I figured, the lots fronting on the road might be sold for building purposes.
3. Could they be sold for building purposes?
Objection.
A. Yes, they are selling a little ways down the road, I see them putting up houses down there.
Motion to strike out this answer as not responsive and there is no real foundation for the witness' statement.
To the general question under the rule the witness says: Mr. Kramer came to my office a few days after I was down to this place and asked me what I thought about it.
Motion to strike out.
He said about the land, he had to make the loan, I said, I don't know, I think your property is worth around about $100 an acre, you have very little house down there, practically no good. He said he would like to get a mortgage of $3000 or $3500. I made some few inquiries and could not interest any one in investing their money down there and I just let the thing drop.
Motion to strike all of this out, and especially that portion of his testimony where he recounts his conversation with him.
Agreement of parties to waive signatures.

Samuel Kramer, a witness of lawful age, produced on behalf of the exceptants, being first duly sworn, says:- (By Mr. Strahorn).
1. You are Samuel Kramer, the man who filed Exceptions to this sale?
A. Yes.
2. You are familiar with the property in question?
A. Yes.
3. How many acres in that farm?
A. 77.
4. How much did you pay for the property when you purchased it?
Objection.

a. $4000.
5. How long ago was that?
a. About 5 years ago.
6. At the time this mortgage was given what buildings were on the property?
a. Some small tont buildings.
7. Any other buildings besides those?
a. That dwelling, or something.
8. How much money did you spend on the property?
a. $3,000 or little over.
9. Were the buildings insured?
a. Yes.
10. For how much?
a. The insurance I believe was $5500.
11. The mortgage is $3500 and recites the insurance to be for at least as much as the mortgage.
It is conceded by the attorney for the mortgagee and exceptants that the insurance was $5000.
12. You say at the time that this mortgage was given the buildings on the property were insured for about $5000?
a. Yes.
13. Were those buildings on the property when it was sold on or about the 19th of August, 1926.
a. No sir.
14. When, and how, if you know, were they removed?
a. Destroyed by fire.
15. When were they destroyed by fire?
a. About three weeks before the sale happened.
16. Were they on the property, if you know, at the time the property was first advertised for sale under the mortgage?
a. I could not tell you, I was not down there.
17. You think they were destroyed by fire about three weeks before the sale?
a. Yes.
18. Did you ever collect any insurance on those buildings?
Objection.
a. No sir, there were two fires, one a forest fire, they settled up for $5-00, I suppose, Mr. Freeny did not want to turn over the insurance
19. Were all the buildings burned by the first fire?
a. No, the first fire just the small buildings.
20. How long ago was that?

A. I guess that was last Spring.
21. Some months before the property was advertised for sale? A. Yes.
22. The second fire, with reference to the sale on the 19th of August when did that occur?
A. It was advertised for sale, I did not know the property was burned down already then.
23. When was it burned down?
A. I don't know.
24. The advertisement for sale states it was improved, does that help your recollection any? Were there any improvements on that property on the day of sale up to the 17th of August, 1926 at 11:30, any improvements on the property that day?
A. Not the day of the sale.
25. They were all burned down before that day?
A. Yes sir.
Excepteant's solicitor here files with the Examiner a copy of the advertisement of sale marked Excepteant's Examiner's Exhibit No. 2.

Cross Examination.

(By Mr. Freeny.)
1. You say you paid $4000 for this property five years ago?
A. I believe I did.
2. Do you remember what you told me you paid for it when you applied for the mortgage that is now being foreclosed?
A. I did not tell you anything I paid for it.
3. Did you not state to me you paid between eight and nine thousand dollars for it?
A. No sir, we spent enough money down there to make that.
4. Did you say you paid that?
A. That is exactly the way it stood me, we spent $2500 or something like that.
5. You had a fire on it about the 21st of April?
A. Forest fire.
6. When the barn burned down?
A. Yes.
7. Around the 28th of April?
A. Yes.
8. Who represents you in Baltimore?
A. Mr. Oscar Berman.
9. Don't you know Mr. Berman cancelled your

insurance policy on this property on the 2nd. of July, 1926.
A. He did not, not to my knowledge.
10. Don't you know that Mr. Berman signed a receipt in the office of the Central Fire Insurance Company of Baltimore, on the 2nd. of July and received $30 as return premium on the policy you had on this property?
A. I don't know nothing about it.
11. Mr. Berman is your attorney?
A. Yes. First time I heard about it.
12. You settled the fire loss of the 28th of April for how much money?
A. $500.
13. Who got the check?
A. Mr. Berman.
14. Where is the check today.
A. Mr. Berman still has it. It was not cashed yet.
15. Was it on your orders that Mr. Berman retained the check? Is Mr. Berman retaining the check as your attorney?
A. He still got the check I suppose to get it but is is not cashed.
16. Is it your order Mr. Berman retains that check?
A. No.
17. He is keeping it on his own behalf?
A. No, you stop payment on it.
18. Whose check is it?
A. Fire Insurance Company.
19. Why do you say I stop payment on it?
A. Because you want that check for part of the mortgage.
20. Did I ever say that to you?
A. That's all I ever heard.
21. Have I talked to you since that fire?
A. We made some kind of -
22. Have I talked to you about that check since you obtained it?
A. No sir.
23. Have I seen you since you obtained that check?
A. No sir.
24. Is Mr. Berman holding that check under your orders?
A. I did not give any orders, as long as the check is no good, somebody has to hold it.
25. It is the check of the Central Fire Insurance Company, do you mean to say it is no good?
A. The check never went through, you wanted the check for yourself.

26. I want to call the Court's attention to the fact that title to this property is held by Samuel Kramer and Rose Kramer, his wife, as tenants by the entireties as to an undivided one-half interest therein and the remaining one-half interest is owned by Morris Bronstein and Gertrude Bronstein, as tenants by the entireties, under deed dated November 20th 1924, recorded among the Land Records of Anne Arundel County, dated November 26th 1924, recorded in Liber N. N. N. 9, folio ____.

You tell the Court that you did not know this policy had been cancelled?

A. No sir.

27. And the return policy has been paid, that is the premium, has been paid to your attorney of record?

A. I don't know nothing about it. Was it one policy or two?

28. One policy. Do you know what company the policy was in?

A. I knew you had the policy, I never had it.

29. You testified the check was from the Central Fire Insurance Co.?

A. I supposed that was the same people.

Re-direct.

1. This fire in April did not cover the dwelling house?

A. No sir.

2. The dwelling house was burned after the insurance was cancelled, if it was cancelled?

A. I don't know.

3. The dwelling house was on the property down to about the time the property was advertised, possibly after? A. Yes.

(By Mr. Freeny).

4. When did you last pay any interest on your mortgage?

Objection.

A. I don't remember, I have it home, but I don't remember here.

No answer to the general question.

Signature waived.

Benjamin L. Freeny, attorney for the mortgagee, says having been first duly sworn:-

Benjamin L. Freeny, Attorney-at-Law, with offices at 22 E. Lexington Street, Baltimore, Md., I will

testify in narrative form as follows,- with provision to the attorney to strike out any portion of this he wants to,

I am counsel for William J. B. Shanks, mortgagee herein, and was named attorney in the mortgage. At the time this mortgage was executed I placed $5-000 insurance on this property with the Central Fire Insurance Company of Baltimore, Maryland. On July 2nd. 1926, Mr. Oscar Berman, representing Mr. Samuel Kramer called me and asked if I would deliver to him that policy that I placed at the time of the obtaining of this mortgage. I delivered this policy to Mr. Berman on July 3rd. at 11 A. M. for the purpose of allowing Mr. Berman to make an adjustment of a fire loss that had heretofore happened around this property. Mr. Berman called me again on the 6th day of July and asked for a power of attorney from my client, Mr. Shanks, to settle this loss, stating that the insurance company had refused to deal with him.

I then made inquiry of the Central Fire Insurance Company and in response to my inquiry I received from Mr. Lanher, President of the Company, a letter dated July 6th, 1926 and this letter was received on the morning of July 7th, and was given to Mr. Berman to read. I want to file this letter as Mortgagee's Examiner's Exhibit A. When this letter was shown to Mr. Berman he admitted that he, as counsel for Mr. Kramer, had cancelled the policy on the Saturday before and had received the return premium therefor.

I then demanded that Mr. Berman obtain me other insurance and deliver the policy therefor to me. This has not been done up to this date. Not receiving any insurance to take the place of the policy cancelled by Mr. Berman, the mortgage was foreclosed. There was an additional default in the fact that the interest had not been paid for some time.

Cross Examination.

1. The policy which you have testified to, was that the only policy of insurance on the buildings?
A. To my knowledge.
2. There were still, at the time, buildings on the property?
A. I think so.
3. And this fire having occurred previous to that was the first fire mentioned and not the last?

A. Yes.
4. When did the last fire occur, do you know?
A. The first knowledge I had of it was Monday before the sale.
5. What was your information as to its time?
A. I have never been able to determine the time. It was sometime in July, the sale was made August 17th.
6. At any rate, on the day of sale, the other fire had occurred? A. Yes.
7. And the fire, was subsequent, I believe to the first insertion of the advertisement?
A. I can't answer that for the reason I do not know when the fire took place, but at the time of the sale I not only had Mr. Moss, the auctioneer, announce the fact that the buildings had burned down, but I also announced it, if my recollection.
8. Did you, or not, make any advertisement of that fact, other than at the Court House door?
A. I did not because I did not know of the fire until the day before the sale and then the advertising had occurred.
To the general question under the rule the witness says,
A. No.

Signature waived.

There being no further testimony desired in this case, and no other witnesses to be examined, this testimony is now returned to the Court this 29th day of November, 1926.

George E. Pullman, (seal)
Examiner.

Auditor's Report and Account - Filed Jany. 24th 1927.

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,

James N. Owens,
Auditor.

Dr. The Mortgaged Real Estate of Morris Bronstein in ac. with Dr.
Benjamin L. Freeny, Attorney.

Aug 17-1926.					Aug. 17, 1926.			
To the Attorney for his Commissions	54	00			By proceeds			
" " " for fee provided in mtge.	150	00	$204	00	of sale as per			
					statement filed	$900	00	
To the Atty. for Court Costs, viz:								
" Plaintiff's Solicitor	10	00						
" Defendants Solicitor	10	00						
" Clerk of Court	22	05						
" Exhibits (B. L. Freeny)	2	75						
" Examiner (George E. Pullman)	8	00						
" Stenographer (Juliet H. Strahorn)	5	00						
" Premium on Bond	10	50						
" Affidavit		20						
" Auditor	9	00	77	50				
To the Atty. for his expenses, viz:								
" Advertising Sale + 2 Orders Nisi (Gazette)	40	65						
" Auctioneers (William H. Moss)	11	00	51	65				
To State + County Taxes, 1926, adjusted.			72	00				
To Wm. J. B. Shanks, Mortgagee, this bal. in part payment of mortgage claim filed.			494	85				
			$900	00		$900	00	

Memorandum of Mortgage claim of J. B. Shanks.

Amt as per statement rendered	$3648	39
By amount allowed supra	494	85
Bal. subject to Decree in Personam	$3153	54

Order Nisi.

Ordered, this 24th day of January, 1927, 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 25th 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 25th day of February next.

Frank S. Resell,
Clerk.

Publisher's Certificate.

Annapolis, Md., February 25, 1927.

We hereby certify, that the annexd Order Nisi, Auditors' Acct. William J. B. Shanks, vs. Morris Bromstein and Gertrude Bromstein, his wife, et al. No. 5043 Equity, in the Circuit Court for Anne Arundel County, was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 25th day of February, 1927. The first insertion being made the 27th day of January, 1927.

The Capital Publishing Company,
By H. S. Carroll, Per H.
Bus. Mgr.

Order -

Ordered by the Court, this 26th day of Feby. 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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.

Assignment of right to Decree in Personam - Filed Feb. 28, 1927.

Mr. Clerk please enter this case and the deficiency shown by the audit filed therein to be due William J. B. Shanks, to the use of the Central Fire Insurance Company of Baltimore.

Benj. L. Freeny,
B. L. Freeny Atty. for the Mortgagee.

In the Matter of the Mortgaged Real Estate of Benjamin H. Amos and wife.

No. 5041 Equity.
In the Circuit Court for Anne Arundel County.

Mr. Clerk:

Please docket this suit, enter my appearance for the plaintiff, file original mortgage and statement of mortgage debt.

Winson G. Gott,
Attorney named in mortgage.

Filed 17 Aug. 1925.

Mortgage - Filed 17 Aug., 1925.

This Mortgage, Made this 23rd day of November, in the year nineteen hundred and twenty-three, by and between Benjamin H. Amos and Mary Amos, his wife, parties of the first part, of Anne Arundel County, Maryland, and Frank Mezicle, of Arrington, Nelson County, Virginia, party of the second part, Witnesseth:-

Whereas, the said parties of the first part have borrowed from the said party of the second part the sum of Three thousand dollars ($3,000.00), and to secure the prompt payment thereof, the said parties of the first part have given unto the said party of the second part their promissory note, of even date herewith, for said amount, payable in two years from the date hereof; and to secure the prompt payment of the interest that shall accrue thereon, at the rate of six per cent, per annum, the said parties of the first part have also given unto the said party of the second part their four other promissory notes, of even date herewith, payable every six months for the sum of Ninety dollars ($90.00) each; and

Whereas, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said notes, or any and all renewals thereof, or substitutes therefor, at the time limited for the payment of the same.

Now, Therefore, This Mortgage Witnesseth:- That for and in consideration of the premises, and the sum of One dollar ($1.00), paid by the said party of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do

hereby grant and convey unto the said party of the second part, his heirs & assigns,

First: All that lot of ground situate in the Third Election District of Anne Arundel County, Maryland. Being the lot of ground which was conveyed to the said Benjamin H. Amos and wife by Joshua S. Linthicum, Late County Treasurer, by deed dated June 9, 1916, recorded among the Land Records of Anne Arundel County in Liber G.H. No. 125, folio 333.

Second: All that lot of ground situate in the Third Election District of Anne Arundel County, Maryland, on the northeast side of a twenty foot road leading to Rice's Wharf, and on the southwest side of Cypress Creek, containing 3.4 acres of land, more or less, according to a plat and survey made thereof by J. Carson Borsch, Surveyor, Being the same lot of ground which was conveyed to the said Benjamin H. Amos and wife by Simon J. Jeffs and wife, by deed dated October, 23, 1920, recorded among the aforesaid Land Records in Liber N.N.N. No. 33, folio 173, said plat being recorded with said deed;

Saving and Excepting therefrom, all that lot of ground situate on Cypress Creek, which was conveyed to Robert E. McClenahan and wife by the said Benjamin H. Amos and wife, et al., by deed dated March 10, 1921, recorded among the aforesaid Land Records in Liber N.N.N. No. 38, folio 314, and designated as lot No. 3 on a plat made by J. Carson Borsch, Surveyor, October 21, 1920, and recorded with said deed to McClenahan.

Together with the buildings and improvements thereon 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 the said party of the second part, his heirs and assigns, forever.

Provided, that if the said parties of the first part, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three thousand 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 parties of the first part, their heirs, or assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said parties of the first part, 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 become in any part 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 party of the second part, his heirs, personal representatives or assigns, or Nimson G. Gatt, 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 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 heirs, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Thirty-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, his heirs, 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 heirs, 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, his heirs, personal representatives or assigns, or Nelson G. Gatt, his paid 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 commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said parties of the first part, for themselves, their 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 Mortgagee, his heirs, 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 inure to the benefit of the said Mortgagee, his heirs, 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 heirs, personal representatives and assigns. Witness the hands and seals of the said Mortgagors.

Test: Benjamin H. Amoss (Seal)
Thomas O. Gott. Mary Amoss (Seal)

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that on this 23rd day of November, in the year nineteen hundred and twenty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin H. Amoss and Mary Amoss, his wife, the Mortgagors named in the aforegoing Mortgage and acknowledged the foregoing Mortgage to be their act. At the same time also appeared Hinson G. Gott, the Attorney or Agent named in the aforegoing Mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, also that he is the Attorney or Agent of the within name Mortgagee and is duly authorized to make this affidavit.

Witness my hand and notarial seal,

Notary Seal

Thomas O. Gott.
Notary Public

Rec 11/25/1923 WHH 69/148

Statement of Mortgage Debt. Filed 17 Aug, 1925

To amount of loan	$3,000.00
To interest from November 23, 1924, to August 25, 1925, day of sale	135.00
Total	$3,135.00

Attorney's Bond - Filed 17 August, 1925

Know All Men By These Presents, that we, Hinson G. Gott, as principal, and The Maryland Casualty Company of Baltimore, Maryland, a body corporate, authorized by its carter to become surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Four thousand dollars ($4000.00) to be paid to the said State, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed With Our Seals And Dated This 4th Day 1925.

Whereas, the above bounden, Winson G. Gatt, by virtue of the power contained in a mortgage from Benjamin H. Amoss and wife, dated the 23rd day of November, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 60, folio 481, 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, Winson G. Gatt, does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of 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:
Ruby N. Chaney
Countersigned:
Winson G. Gatt,
Attorney in Fact.

Winson G. Gatt (seal)
The Maryland Casualty Company of Baltimore City, Maryland,
By Chas. F. Lee & Co., Agents.
Chas. F. Lee

Second Statement of Mortgage Debt - Filed June 11, 1926.

To amount of loan -	$ 3,000.00
To interest from May 23, 1925, to June 11, 1926, the day of sale.	$ 189.50
Total	$ 3,189.50

Attorney's Report of Sale - Filed June 11, 1926.

To the Honorable, the Judges of said Court:

The report of Winson G. Gatt, the Attorney named in the mortgage, filed in these proceedings, to make sale of the property mentioned therein, respectfully shows:

That, after giving bond, with approved security, and after giving notice of the time, place, manner and terms of sale, by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Annapolis, Anne Arundel County, Maryland, for at least twenty days before the day of sale, and also by handbills posted up at the Court House door,

in the City of Annapolis, Maryland, on Friday, June 11, 1926, at ten thirty o'clock A. M., and then and there proceeded to sell said property, mentioned in these proceedings:

First: All that lot of ground, improved by two frame bungalows, situate on the southwest side of Cypress Creek, in the Third Election District of Anne Arundel County, Maryland, with a frontage on said creek of 137.5 feet, more or less, and a depth of 375 feet to a twenty foot road leading from the main road through the whole of the property, of which this is a part, to Rice's Wharf, and a frontage on said twenty-foot road of 137.5 feet.

Being the property which was conveyed to the said Benjamin H. Amos and wife by Joshua S. Smithicum, late Treasurer, by deed dated the 9th day of June, 1916, and recorded among the Land Records of Anne Arundel County in Liber W. N. No. 125, folio 333.

Second: All that lot of ground, unimproved, situate on the southwest side of said Cypress Creek and northeast side of the twenty-foot road leading to another twenty-foot road, which leads from Cypress Creek to another twenty-foot road running to Rice's Wharf, said lot having a frontage on said first mentioned twenty-foot road of 60 feet and an irregular depth to the waters of Cypress Creek, and designated as Lot No. 2 on the plat and survey made by J. Carson Bonsh, Surveyor, October 21, 1920, which plat is recorded among the aforesaid Land Records in Liber N. N. W. No. 38, folio 314, with the deed from the said Benjamin H. Amos and wife to Robert E. McClenahan and wife.

Third: All those three lots of ground, unimproved, situate on the northwest side of said twenty-foot road leading from Cypress Creek to the twenty-foot road running to Rice's Wharf, in the Third Election District of Anne Arundel County, Maryland, with a frontage on said first mentioned twenty-foot road of 180 feet and a depth of 208 feet, designated as lots Nos. 4, 5 and 6 on the aforesaid plat.

Said lots Nos. 2, 4, 5 and 6 being a portion of the property which was conveyed to the said Benjamin H. Amos and wife by Simon J. Jepp and wife, by deed dated the 23rd day of October, 1920,

and recorded among the aforesaid Land Records in Liber N. N. N. No. 33, folio 173.

He offered said property separately, and then as a whole, and sold the same to Frank Mezick, the mortgagee, at and for the sum of Three thousand dollars ($3,000.00), he being then and there the highest bidder for said property.

And the said Attorney files herewith a copy of said advertisement, Auctioneer's certificate and purchaser's agreement, all of which is respectfully submitted.

Winson G. Gatt,
Attorney named in said Mortgage.

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 11th day of June, 1926 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the within named Winson G. Gatt, Attorney, and made oath in due form of law that the matters and things stated in the aforegoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and notarial seal.

Notary Seal.

Ruby N. Chaney,
Notary Public.

Handbill -

Mortgagee's Sale of valuable water front property situate on Cypress Creek, Third Election District of Anne Arundel County, Maryland.

Under and by virtue of the special power of sale contained in a mortgage from Benjamin H. Amos and Mary Amos, his wife, dated the 23rd day of November, 1923, and recorded among the Land Records of Anne Arundel County in Liber N. N. N. No. 60, folio 481, I will offer to Public Sale at the Court House door, in the City of Annapolis, Maryland, on Friday, June 11, 1926, at 10:30 o'clock A. M., the following property:

First. All that lot of ground, improved by two frame bungalows, situate on the southwest side of Cypress Creek, in the Third Election District of Anne Arundel County, Maryland, with a frontage on said creek of 137.5 feet, more or less, and a depth of 375 feet to a twenty-foot road leading from the main road through the whole of the property,

of which this is a part, to Rice's Wharf, and a frontage on said twenty-foot road of 137.5 feet. Being the same property which was conveyed to the said Benjamin H. Amos and wife by Joshua S. Linthicum, late Treasurer, by deed dated the 9th day of June, 1916, and recorded among the aforesaid Land Records in Liber G. W. No. 125, folio 333.

Second: All that lot of ground, unimproved, situate on the southwest side of said Cypress Creek and northeast side of the twenty-foot road leading to another twenty-foot road, which leads from Cypress Creek to another twenty-foot road running to Rice's Wharf, said lot having a frontage on said first mentioned twenty-foot road of 60 feet and an irregular depth to the waters of Cypress Creek, and designated as Lot No. 2 on the plat and survey made by J. Carson Bonsh, Surveyor, October 21, 1920, which plat is recorded among the aforesaid Land Records in Liber N. N. N. No. 38, folio 314, with the deed from the said Benjamin H. Amos and wife to Robert E. McClenahan and wife.

Third: All those three lots of ground, unimproved, situate on the northwest side of said twenty-foot road leading from Cypress Creek to the twenty-foot road running to Rice's Wharf, in the Third Election District of Anne Arundel County, Maryland, with a frontage on said first mentioned twenty-foot road of 180 feet and a depth of 208 feet, designated as Lots Nos. 4 and 6, on the aforesaid plat.

Said Lots Nos. 2, 4, 5 and 6 being a portion of the property which was conveyed to the said Benjamin H. Amos and wife by Simon J. Sepp and wife by deed dated the 23rd day of October, 1920, and recorded among the aforesaid Land Records in Liber N. N. N. No. 33, folio 173.

The property will be offered separately, as above described, and then as a whole.

Terms of Sale:- Cash on ratification of the sale by the Court. If property is sold separately, a deposit of $5.00 will be required of the purchaser or purchasers on the day of sale of the firstly described property; $100 on the secondly described; and $100 on the thirdly described property; and if sold as a whole, a deposit of $700 will be required of the purchaser or purchasers on the day of sale;

deferred payments to bear interest at the rate of six per cent. per annum. For further particulars, apply to

Winson G. Gatt,

Attorney named in Mortgage.

Auctioneer's Certificate.

I hereby certify that I sold the within described property at Mortgagee's Sale on this 11th day of June, 1926, to Frank Melside at and for the sum of Three thousand dollars ($3,000.00), he being then and there the highest bidder for the same, and I further certify that the sale was fairly made.

Witness my hand and seal this 11th day of June, 1926.

Test: William H. Moss, (seal)

Ruby N. Chaney.

Ordered, this 11th day of June, 1926, that the sale of the property, mentioned in these proceedings, made and reported by Winson G. Gatt, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 12th day of July, 1926; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each week of three successive weeks before the 12th day of July, 1926.

The report states the amount of the sale to be Three thousand dollars ($3,000.00).

Wm. Martin Brady,

Clerk.

Publisher's Certificate.

Annapolis, Md., July 12, 1926.

We hereby certify, that the annexed Order Nisi - Amos, Equity No. 5041, was published in The Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for Three successive weeks before the Twelfth day of July, 1926. The first insertion being made the Seventeenth day of June, 1926.

The Capital Publishing Company.

By L. F. Clow.

Order -

Ordered, by the Court, this 15th day of July, 1926, that the sale made and reported by Winson G. Gatt, Attorney aforesaid, be, and the same is, hereby Ratified and Confirmed, no cause to the contrary having been shown, 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 and Account - Filed 15th September, 1926.

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. The property being advertised and offered for sale and the bid being unsatisfactory, the property was withdrawn and re-advertised and sold at the second sale, as is shown by these proceedings. All of which is respectfully submitted.

James N. Owens, Auditor

Dr. In the Matter of the sale of the Mortgaged Real Estate of Cr.
Benjamin H. Ambos and wife in ac. with Wilson G. Gatt, Atty.

To the Attorney, for his commissions	$120	00	$				
" " " " fee in mortgage	35	00	155	00			
To the Attorney, for Court costs:							
To Plaintiff's Solicitor	10	00					
" Clerk of Court	11	20					
" premium on bond	12	00					
" Auditor	9	00	42	20			
To the Attorney, for his expenses:							
" Auctioneer	16	00					
" Advertising, first sale,	47	25					
" " , second sale,	46	25					
" premium on insurance	36	64	146	14			
To the Attorney, for taxes:							
To 1923 County and state taxes	27	50					
" 1924 " " " "	26	02					
" 1925 " " " "	30	15	83	67			
To Mortgagee, this balance, on account of mtge. claim, as per statement filed,			2572	99			
To amt. due Mortgagee, as per statement filed			$3000	00		$3000	00
			$3189	50			
By amount allowed, supra			2572	99			
Balance due			$616	51			

Ordered by the Court, this 15th day of December, 1926, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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 Anne K. Browning.

No. 5220 Equity.
In the Circuit Court for Anne Arundel County.

Mr. Clerk:-

Please docket this case, enter my appearance and file original mortgage.

Nicholas H. Green,
Attorney named in Mortgage.

Filed 19th Nov. 1926.

This Mortgage, Made this fourteenth day of January in the year Nineteen hundred and twenty six between Anne K. Browning, single, 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 Anne K. Browning being the holder of twenty four shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of Three thousand one hundred and twenty 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 and completion of said twenty four shares of stock to said body corporate in accordance with its present constitution, said mortgagor has 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 Anne K. Browning does hereby grant and convey unto said body corporate, the Workingmen's Building and Loan Association of Annapolis, Anne Arundel County, Maryland, its successors and assigns, All those lots, pieces or parcels of land situated, lying and being in the Second Election District of Anne Arundel County aforesaid, located in the Village of Eastport, and described as follows, that is to say:

(1) Beginning for the same at a point on the South

East side of Severn Avenue distant sixty two feet from the Southeast corner of Severn Avenue and Fifth Street; thence running at right angles with said Avenue and with the line of the lot of Peter Carlson Southeasterly one hundred and sixty four feet to the line of Lot Number One hundred and forty one as designated on the plat of Horn Point now Eastport made by John Howell, Surveyor, September 30, 1868; thence Southwesterly and with the line of said Lot Number One hundred and forty one (141) twenty two feet and six inches; thence Northwesterly and parallel with said Fifth Street one hundred and sixty four feet to said Severn Avenue; and thence with the side of said Avenue twenty two feet six inches to the point of beginning. Being the same property which was conveyed to the said Annie K. Browning by Charles N. H. Smith and wife by deed dated on the nineteenth day of May in the year Nineteen hundred and twenty five and recorded among the Land Records of Anne Arundel County in Liber N. N. N. No. 106, folio 45.

(2) All that lot of land improved by a frame dwelling house and store located on the South corner of Severn Avenue and Fifth Street, in the Village of Eastport aforesaid, fronting on said Severn Avenue twenty feet, more or less, and having a depth of eighty-four feet along said Fifth Street. Being the same property which was conveyed to the said Annie K. Browning by Walter H. Hart and Beatrice E. Hart, his feet, by deed dated on the sixteenth day of March in the year Nineteen hundred and twenty three and recorded among the Land Records aforesaid in Liber N. N. N. No 60, folio 120.

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 Workingmen'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 her respective part to be made and performed, then this mortgage shall be void.

And the said mortgagors respectively, for herself and for her 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 Eight dollars and forty 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 Thirty one hundred and twenty 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 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 Annie K. Browning 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 h 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 thousand 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, and deposit the policy or any renewal thereof with the said Association.

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 is made in the premises, the said mortgagors may use and occupy the hereby mortgaged property.

But if default is made in the payment of any of the said weekly sums of money, and continue for the space of three months, or if 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 Nicholas H. Green, 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 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, a fee of fifty dollars to the said attorney or solicitor, or other party making the sale, and 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 hand and seal of the mortgagors.
Test: Annie K. Browning (seal)
Myrtle Sturm.

State of Maryland, Anne Arundel County, Sct:
I hereby certify, that on this fourteenth day of January in the year Nineteen hundred and twenty-six before me, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Annie K. Browning and she acknowledged the foregoing mortgage to be her act.
And at the same time also personally appeared George T. Feldmeyer, the President of the Workingmen's 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 herein set forth.
Witness my hand and seal Notarial.

Notary Seal

Myrtle Sturm,
Notary Public.

Bond - Filed and approved - 10" December, 1926.
Know all Men by these Presents, That I Nicholas H. Green of Annapolis, Anne Arundel County, Maryland and the Hartford Accident and Indemnity Company a Corporation, organized and existing under the laws of the State of Connecticut are held and firmly bound unto the State of Maryland in the full and just sum of Five thousand dollars, current money, 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 and assigns, jointly and severally firmly by these presents, sealed with our seals and dated this 10" day of December in the year Nineteen hundred and twenty-six.
Whereas by Deed of Mortgage from Annie K. Browning to the Workingmen's Building and Loan Association dated on the fourteenth day of January in the year Nineteen hundred and twenty-six and recorded among the Land Records of Anne Arundel County in Liber N. M. B. No. 3, folio 379,

power was given to the said The Workingmens Building and Loan Association in case of default being made in the payment of the money secured thereby 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 agreement, covenant or condition of said mortgage, for it the said The Workingmens Building and Loan Association its successors or assigns or Nicholas H. Green its or their Attorney to sell the property in said mortgage described.

And Whereas the said Nicholas H. Green was named in said mortgage as Attorney to make sale in case of default therein.

And Whereas default has been made in the payment of the said mortgage debt and interest and the said Nicholas H. Green under said power is about to sell said property.

Now the condition of the above obligation is such that if the above bounded Nicholas H. Green does and shall abide by and fulfill any order or decree which shall be passed by any Court in 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
Rose R. Garner.

Nicholas H. Green, (seal).

Witness the said Hartford Accident and Indemnity Company by its duly authorized Attorney as per power of Attorney duly recorded among the Land Records in the Office of the Clerk of the Circuit Court for Anne Arundel County attested by its corporate seal.

Witness:
Rose R. Garner

Corporate seal

The Hartford, Accident and Indemnity Co.
By: J. C. Brewer
Nicholas H. Green,
Attorneys.

Statement of mortgage claim, Filed Dec. 14-1926.

Amount of Mortgage January 14, 1926 to Workingmens Building and Loan Association Recorded among the Land Records of Anne Arundel County in Liber N. M. B. No. 3, folio 379. $3000.00

Amt. Interest due 12/18/26 72.40

Fines 57.60

Ins. 8.75

$3139.35

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this fourteenth day of December in the year Nineteen hundred and twenty-six before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Nicholas H. Green, Attorney, and made oath in due form of law that the matters and facts stated in the aforegoing account are just and true.

Witness my hand and seal Notarial.

Notary Seal

Myrtle Sturm,
Notary Public.

Report of Sale + Order Nisi - Filed 15 Dec. 1926 Jany. 21-1927

To the Honorable, the Judges of the Circuit Court for Anne Arundel County in Equity.

The Report of Nicholas H. Green, Attorney named in the mortgage filed in these proceedings authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That said mortgage being in default and after having given bond with security which was duly approved, and having given twenty days notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper printed and published in Anne Arundel County and by hand bills circulated in the City of Annapolis and Anne Arundel County, he did pursuant to said notice of sale attend in person at the Court House Door in the City of Annapolis, Maryland, on Tuesday, December 14, 1926, at 11.30 A. M. and then and there in the presence of a number of persons did proceed to sell at public sale the property mentioned in said mortgage, to wit: (1) All that

lot of ground located on the Southeast side of Severn Avenue in the Village of Eastport, fronting thereon 22 feet 6 inches, and having a depth therefrom of 164 feet, being the same property conveyed to Annie K. Browning by Charles N. H. Smith and wife, by deed dated on the 19th day of May, 1925, and recorded among the Land Records of Anne Arundel County in Liber N. N. W. No. 106 folio 45; and (2) All that lot of ground located on the South corner of Severn Avenue and Fifth Street, in said Village of Eastport, fronting 22 feet on Severn Avenue and having a depth on Fifth Street of 84 feet, being the same property conveyed to the said Annie K. Browning by Walter H. Hart and wife, by deed dated on the 16th day of March, 1923, and recorded among the Land Records of Anne Arundel County aforesaid in Liber N. N. W. No. 60, folio 120, and sold said two pieces of property to the Workingmens Building and Loan Association of Annapolis, Anne Arundel County, Maryland at and for the sum of Twenty five hundred dollars, it being at that price the highest bidder therefor, and the said purchaser has agreed to comply with the terms of sale.

The agreement of the purchaser and certificate of the Auctioneer marked Exhibit N. H. G. No. 1, with Report of Sale is filed herewith.

All of which is respectfully submitted.

Nicholas H. Green,
Attorney named in mortgage.

State of Maryland, Anne Arundel County Set:

I hereby certify that on this fifteenth day of December in the year Nineteen hundred and twenty-six before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Nicholas H. Green, Attorney named in mortgage, and made oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein set forth and that said sale was fairly made.

Witness my hand and seal Notarial

Myrtle Storm
Notary Public.

Notary Seal

Handbill -

Attorney's Sale of valuable Real Estate in the Second Election District of Anne Arundel County, Maryland, in the Village of Eastport, designated as No. 472 Severn Avenue and 400 Severn Avenue.

By virtue of a power of sale in a mortgage from Annie K. Browning, dated the 14th day of January, 1926, and recorded among the Land Records of Anne Arundel County, in Liber N. M. B. No. 3, folio 379, the undersigned as Attorney named in said mortgage to make sale in case of default, will offer at public sale, said mortgage being in default, at the Court House door, in the City of Annapolis, Maryland, on Tuesday, December 14, 1926 at 11:30 o'clock A.M., the property mentioned in said mortgage, to wit: (1) All that lot of ground located on the Southeast side of Severn Avenue, in the village of Eastport, fronting thereon 22 feet 6 inches, and having a depth therefrom of 164 feet, being the same property conveyed to said Annie K. Browning by Charles N. H. Smith and wife, by deed dated on the nineteenth day of May, in the year 1925, and recorded among the Land Records of Anne Arundel County, in Liber N. N. N., No. 106, folio 45, improved by a dwelling of 5 rooms and designated as No. 472 Severn Avenue.

(2) All that lot of ground located on the South corner of Severn Avenue and Fifth Street, in the said village of Eastport, fronting 22 feet on Severn Avenue, and having a depth on Fifth Street of 84 feet. Being the same property conveyed to the said Annie K. Browning, by Walter H. Hart and wife, by deed dated on the 16th day of March, 1923, and recorded among the Land Records of Anne Arundel County, in Liber N. N. N., No. 60, folio 120, improved by a dwelling of 5 rooms, and designated as No. 400 Severn Avenue.

Terms of Sale:- One-half of purchase money on the day of sale of final ratification of sale by the Court in the discretion of the undersigned, and the balance in six months from the day of sale, deferred payment to bear interest from the day of sale, and to be secured by the bond of the purchaser with security satisfactory to the undersigned, or all cash at the option of the purchaser. Taxes to be adjusted to day of sale. A deposit

of $200 will be required of the purchaser for each piece of property on the day of sale.

Wm. H. Moss, Auctioneer.

Nicholas H. Green, Attorney named in Mortgage.

This is to certify that I have this day purchased for the Workingmens Building and Loan Association of Annapolis, Anne Arundel County, Maryland, the property herein firstly and secondly described from Nicholas H. Green, Attorney at and for the sum of Twenty five hundred dollars, which it agrees to pay in accordance with the terms of sale.

Witness the hand and seal of the Workingmens Building and Loan Association of Anne Arundel County, by Nicholas H. Green, Attorney this 14th day of December, 1926.

Witness:
Myrtle Sturm.

The Workingmens Building and Loan Association of Annapolis, Anne Arundel Co.
Nicholas H. Green, (seal)
Attorney

I hereby certify that I have this day sold at public auction for Nicholas H. Green, Attorney the property herein firstly and secondly described to the Workingmens Building and Loan Association at and for the sum of Twenty five hundred dollars it being at that price the highest bidder therefor.

Witness my hand and seal this 14th day of December, 1926.

Witness:
Myrtle Sturm.

William H. Moss, (seal)
Auctioneer.

Ordered this fifteenth day of December in the year 1926, that the sale of the property mentioned in these proceedings made and reported by Nicholas H. Green, Attorney named in the mortgage filed herein be ratified and confirmed, unless cause to the contrary be shown on or before the seventeenth 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 seventeenth day of January, 1927.

The report states the amount of sales to be $2500.00.

Wm. Martin Brady,
Clerk.

Publisher's Certificate.

Annapolis, Md., Jan. 3rd, 1927.

We hereby certify, that the annexed Order Nisi - Browning Equity 5220 - was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for Three successive weeks before the Seventeenth day of January, 1927. The first insertion being made the Sixteenth day of December, 1926.

The Capital Publishing Co.
By Louise F. Clow,

Ordered by the Circuit Court for Anne Arundel County this 21st day of January, 1926, that the sale made and reported by Nicholas H. Green, Attorney as 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 is allowed the commissions provided in said mortgage and such proper expenses as he shall produce vouchers for to the Auditor.

Robert Moss, A.J.

Auditor's Report and Account - Filed 25th January, 1927.

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 stated the within account

All of which is respectfully submitted,

James H. Owens,
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Annie K. Browning in ac. with Nicholas H. Green, Atty. named in mtge. Cr.

Dr.					Cr.		
Dec. 14 - 1926.					Dec 14, 1926		
To Nicholas H. Green, Atty. for Commo.	$107	50			By proceeds		
" Atty. for fee named in mtge.	50	00	$157	50	of sale.	$250	00
To Atty. for Court Costs, Viz:							
" Sol. Gen. for Appr. fee	10	00					
" F. S. Revell, Clerk (Court costs)	10	40					
" Prem. on Bond (J. C. B.)	15	00					
" Auditor (J. N. Ce)	9	00	44	40			
"							
" Auctioneer (N. H. M.)	16	00					
" Adv. Evening Capital	32	50					
" Order Nisi on Report of Sale	5	00					
" " " " Auditors Account	5	00					
" Art Press (hand bills)	5	50	64	00			
To C. Albert Hodges Treas.							
1926 State & Co. Taxes			46	35			
To Workingmens Building and Loan Association of Annapolis, Anne Arundel County, mortgagee on account of mortgage claim as per statement filed.			2187	75			
			$2500	00		$2500	00
Workingmens Building & Loan Ass., mortgagee - amount of mtge. claim as per statement filed	$3139	35					
To Workingmens Bldg. & Loan Ass. on account	2187	75					
Bal. due Workingmens Bldg. and Loan Ass.	$951	50					

Order Nisi -

Ordered, This 25th day of January, 1927, 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 26th day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of 3 successive weeks before the 26th day of February next.

Frank S. Revell,
Clerk.

Publisher's Certificate.

Annapolis, Md., Feb. 21-1927.

We hereby certify, that the annexed Order Nisi - Annie K. Browning No. 5220 Equity was published in the Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 26th day of February, 1927. The first insertion being made the 26th day of January, 1927.

The Capital Publishing Company
By H. S. Strange

Order -

Ordered by the Court, this 1st. day of March, 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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.

"Copy"

Henry B. Frere,
Assignee,
vs.
Jacob P. Ringger and
Helen H. Ringger, his wife.

No. 5194 Equity.
In the Circuit Court for
Anne Arundel County.
(In the Circuit Court No. 2 of
Baltimore City.)

Statement of Mortgage Debt - Filed Sept. 16 - 1926.

Mr. Clerk:

Please docket the above entitled cause in which Henry B. Frere as Assignee of the mortgage dated November 20, 1925 from Jacob P. Ringger and Helen H. Ringger, his wife, to the Arundel Mortgage Company, which has heretofore been duly recorded, will sell under the power of sale contained in said mortgage, the property conveyed therein which mortgage is filed herewith, marked "Plaintiff's Exhibit No. 1."

Henry B. Frere,
Assignee.

Charles Clagett,
Solicitor for Henry B. Frere, Assignee.

This Mortgage made this 20th day of November in the year one thousand nine hundred and twenty-five, by and between, Jacob P. Ringger and Helen H. Ringger, his wife, of the City of Baltimore, in the State of Maryland, parties of the first part, Mortgagors; and the Arundel Mortgage Company, a body corporate, duly incorporated under the Laws of the State of Maryland, party of the second part, Mortgagee.

Whereas, the said Mortgagors stand bona-fide indebted unto the said Mortgagee in the full and just sum of Twenty-one Hundred Dollars, ($2100.00), for money this day cash loaned by the latter to the former, which said sum of money the said Mortgagors do hereby covenant and agree to repay unto the said Mortgagee in the following manner, that is to say in installments of Sixty Dollars, ($60.00) each at the end of six, twelve, eighteen, twenty-four and thirty, months after the date hereof, and the balance to wit, the sum of Eighteen Hundred Dollars, ($1800.00) at the expiration of three years accounting from the date hereof, together with the interest to accrue thereon at the rate of six per cent per annum payable semi-annually, and

Whereas, it is further covenant and agreed that said sums of money and interest thereon shall be

repaid in gold coin of the United States of the present standard of weight and fineness, and

Whereas, - it was a condition precedent to the granting of the said loan that it be secured by a mortgage, wherefore these presents are executed.

Now, Therefore, This Mortgage Witnesseth, - that in consideration of the premises and of the sum of One Dollar, the said parties of the first, mortgagors, do hereby grant and convey unto the said Arundel Mortgage Company, its successors and assigns, in fee simple, all those two lots of ground situate on the southeast side of Fourth Street, having an aggregate frontage thereon of one hundred and twenty-five feet with an irregular depth to Highland Avenue; said lots being known as Lots Nos. 8 and 9, Section "N", as shown on the Plat of Curtis Heights, prepared by S. J. Martenet, and which plat is recorded among the Plat Records of Anne Arundel County in Plat Book Liber G. H. No. 1, Section 2, folio 129.

Being two of the lots of ground, which by deed dated February 26, 1923, and recorded among the Land Records of Anne Arundel County in Liber N. H. W. No. 60, folio 262, were granted and conveyed by the Mardel Company to the within named mortgagors, and which said deed is duly recorded among the Land Records of Baltimore City in Liber S. C. L. No. 3984, folio 115.

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

To Have and To Hold the said lots of land, with the improvements and appurtenances aforesaid, unto the said mortgage, its successors and assigns, in fee simple forever.

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

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby

secured shall thereupon be deemed due and payable forthwith.

And upon any default in the terms of this mortgage, a sale may be made by the said mortgagee, its successors or assigns, or by their attorney under Article L X V I, sections 6 to 16, inclusive, of the Maryland Code of 1904, Public General Laws, or any other, general or local laws of the State of Maryland relating to mortgages. And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; and the sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the County in which the land is situate and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of sale of such other terms as the party selling may deem expedient.

And it is agreed that upon any sale of said property under this mortgage, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty dollars for conducting the proceedings if without contest, but if legal services be rendered to the mortgagee or its assignee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the mortgagee, its successors or assigns hereunder, whether the same shall have then matured or not; and, third, the balance, if any, to the said mortgagors, their heirs and assigns, and half of such commissions and all such expenses and costs shall be paid by the mortgagor or his assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made

in any covenant or condition of this mortgage (but not thereafter), the said mortgagors, their heirs or assigns, shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, public dues and charges the said mortgagors covenant to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof at the place of business of the mortgagee or its agent. And upon any default in any of the covenants of this mortgage, the mortgagee shall be entitled, without notice to the mortgagors, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or no a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

And the said mortgagors covenants to keep the improvements on the land insured against loss by fire, in an insurance company or companies selected by, and in an amount designated by the said mortgagee, and to cause the policy or policies to be so framed or indorsed as in case of fire to inure to the benefit of the said mortgagee, its successors or assigns, to the extent of its lien or claim under this mortgage, and to deliver the policy or policies to the mortgagee, to be kept by the mortgagee. And in the event of any loss by fire the insurance company or companies are hereby directed by the mortgagors to make payment for such loss to the mortgagee only, and not to the mortgagors and mortgagee jointly; such payment to the mortgagee shall be applied to the extinguishment of the principal, interest and expenses secured by this mortgage whether then due or not, but shall not exceed the amount payable under this mortgage. And the said mortgagors covenant to warrant specially the said property, and to execute such further assurances thereof as may

be requisite.
Witness the hands and seals of the said mortgagors.
Witness: Jacob P. Ringger (seal)
Geo. C. Niedersum Helen M. Ringger (seal)

State of Maryland, Baltimore City, to wit:
I Hereby Certify, that on this 25th day of November in the year one thousand nine hundred and twenty-five before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Jacob P. Ringger and Helen M. Ringger, his wife, the within named mortgagors, and they acknowledged the aforegoing mortgage to be their respective act.
At the same time also appeared Henry B. Frere, Vice-President of said body Corporate 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;
In Testimony Whereof, I have affixed my official seal the day and year aforesaid.
Notarial Seal George C. Wildersum,
Notary Public.

For Value Received, the Arundel Mortgage Company hereby assigns the within mortgage and the debts intended to be secured thereby to The Century Trust Company of Baltimore, Trustee, under Deed of Trust dated June 1st, 1925 and duly recorded among the Land Records of Baltimore City.
In Witness Whereof, the Arundel Mortgage Company has caused this assignment to be signed by Henry B. Frere, its Vice-President, and its corporate seal to be hereunto affixed and duly attested by its Assistant Secretary, this twentieth day of November 1925.
Attest: Arundel Mortgage Company,
C. Braddock Jones Corporate Seal By Henry B. Frere,
Assistant Secretary. Vice President.

Received for Record 25th day of Nov., 1925, at 9 o'clock A. M. and same day recorded in Liber N. M. B. No. 17, Fol. 485 Land Records of Anne Arundel County,
Wm. Martin Brady,
Clerk.

For Value Received, The Century Trust Company of Baltimore, Trustee, under the deed of trust dated June 1st. 1925, hereby assigns the within mortgage to Henry B. Frere.

In witness whereof it has caused these presents to be signed in its corporate name by John J. Shingher its Vice-President and its corporate seal to be hereto affixed and attested by Morris P. Wilson its Secretary this 17th day of August, 1926.

The Century Trust Co. of Baltimore,
Trustee.

Attest:

Morris P. Wilson, (corporate seal) By John J. Shingher,
Secretary. Vice-President.

Received for Record 25th day of Nov., 1925, at 9 o'clock A. M., and same day recorded in Liber N. M. B. No. 17, Fol. 487 Land Records of Anne Arundel County.

Wm. Martin Brady,
Clerk.

Duplicate Bond.

Know all Men by these Presents, That we Henry B. Frere of Baltimore Maryland as principal, and Independence Indemnity Company, a corporation of the State, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty-five Hundred and ~~Too~~ Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of September in the year nineteen hundred and twenty-six.

Whereas, the above bounden Henry B. Frere by virtue of the power contained in a mortgage from Jacob P. Ringger and Helen H. Ringger to Arundel Mortgage Company bearing date the 20th day of November nineteen hundred and and recorded among the mortgage records of twenty-five in Liber S. C. L. No. 4500 Folio 519 and Anne Arundel County, Liber N. M. B. No. 17, Folio 485,

The said Mortgage having been assigned from Arundel Mortgage Company a body corporate to Henry B. Frere, and the said Henry B. Frere

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 Henry B. Frere 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
B. Evelyn Butte,
Charles Clagett

Corporate seal

Henry B. Frere, (seal)
Independence Indemnity Co.
By C. Braddock Jones,
Attorney in Fact.

Statement of Mortgage Debt.

Nov. 20, 1925 - Principal amount of mortgage indebtedness secured by mortgage filed in these proceedings as Plaintiff's Exhibit No. 1.	$ 2100.00
May 20, 1926 - Interest at the rate of 6% per annum on the principal amount of said mortgage indebtedness from Nov. 20, 1925 to May 20, 1926.	63.00
September 10, 1926 - Interest at the rate of 6% per annum on the principal amount of said mortgage indebtedness from May 20, 1926 to October 5, 1926, the date of sale of the mortgage premises	48.30
The total true and unpaid indebtedness of the mortgagors to the mortgagee under and secured by the mortgage filed in this cause as Plaintiff's Exhibit No. 1.	$ 2211.30

State of Maryland, City of Baltimore, ss:-

I, John Pleasants, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above are true copies of the original Order to docket suit, Exhibit No. 1, Attorney's approved bond and Statement of Mortgage claim, filed 10th September, 1926 now on file in this office in the cause therein entitled

In Testimony Whereof, I hereto set my hand and affix the seal of said Circuit Court No. 2, this 11th day of September, A. D. 1926.

Court seal

John Pleasants, Clerk.

State of Maryland, City of Baltimore, ss:
I Hereby Certify that on this 9th day of September, in the year nineteen hundred and twenty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Henry B. Frere, Assignee of the mortgage filed in the above entitled cause, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.
As Witness my hand and Notarial Seal.

Notary Seal

Harry C. Schneider
my commission expires May 2-1927.

Certified Copy - Report of Sale - Filed Oct. 11-1926.
To the Honorable, the Judge of the Circuit Court No. 2 of Baltimore City:-
The Report of Sale of Henry B. Frere, Assignee, respectfully shows:-
That default having occurred in the covenants, terms and conditions of the mortgage from Jacob P. Ringger and Helen M. Ringger, his wife, to the Arundel Mortgage, dated November 20, 1925 and recorded among the land records of Baltimore City in Liber S. C. L., No. 4500, folio 519, etc., and also recorded among the land records of Anne Arundel County in Liber N. M. B., No. 17, folio 485, etc., the said Henry B. Frere, Assignee of said mortgage by assignment heretofore, and before the institution of these proceedings, duly recorded among the land records of Baltimore City and the land records of Anne Arundel County, after having given bond in the penalty of twenty-five hundred dollars ($2500.00) with the Independence Indemnity Company as Surety, the same being duly approved by the clerk of this Court, and after having given more than twenty (20) days notice (and more than three successive week's notice) of the time, place, manner and terms of sale by advertisement in the Daily Record and The Sun, newspapers printed and published in Baltimore City and in the Capital-Gazette Press, a newspaper printed and published in Anne Arundel County, and after having complied

with all of the prerequisites of said mortgage and of the law for such cases made and provided, did pursuant to said notice, and also in pursuance of the power and authority in said mortgage contained, attend in person on the premises described in the advertisement, to wit, the said premises known as No. 519 Fourth Street in Brooklyn, Maryland, on the fifth day of October, 1926, at three o'clock P. M., and then and there sold at public auction the said property mentioned and described in the said mortgage and the advertisement hereinafter mentioned, with the improvements thereon, to Mary A. Ringger of Baltimore City and the State of Maryland, at and for the sum of twenty-eight hundred dollars ($2800.00) upon and in accordance with the terms set forth in the advertisement attached hereto and made a part hereof, the said Mary A. Ringger being then and there the highest bidder for the same; and that the aforesaid sale was fairly made.

And as in duty bound, etc.

Henry B. Frere,
Assignee.

State of Maryland, City of Baltimore, ss:-

I Hereby Certify that on this 9th. day of October, in the year nineteen hundred and twenty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Henry B. Frere, Assignee, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

Notary Seal

Howard F. Weis,
Notary Public.

Handbill.

Fee-simple property known as 519 Fourth Street, on the southeast side of Fourth Street, a short distance south of Irvington Avenue, in Brooklyn, in Baltimore City and Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from Jacob P. Ringger and Helen H. Ringger, his wife, to Arundel Mortgage Company, dated November 20, 1925 and recorded among the land records of Baltimore City in Liber S. L. L. No. 4500, folio 519, etc., and also recorded among the land records of Anne Arundel

County in Liber N. M.B., No. 17, folio 485, etc., the undersigned assignee of said mortgage will offer for sale by public auction on the premises on Tuesday, October 5, 1926, at 3 o'clock P. M., All of the property described in said mortgage, namely, lots Nos. 8 and 9, Section "N" as shown on the Plat of Curtis Heights prepared by S. J. Martinet, and which plat is recorded among the plat records of Anne Arundel County in Plat Book Liber G. N., No. 1, Section 2, folio 129.

The above mentioned property is situated in Brooklyn in Baltimore City and Anne Arundel County, and has an aggregate frontage on the southeast side of Fourth Street of one hundred and twenty-five (125 ft) feet, with an irregular depth to Highland Avenue and is improved by a comparatively new frame bungalow containing five rooms and a bath.

The property is subject to the legal operation and effect of the covenants, conditions, restrictions and rights set out in the following deeds and agreements:

1. Agreement between South Baltimore Harbor and Improvement Company and the Consolidated Gas Electric Light and Power Company, dated April 4, 1916 and recorded among the land records of Anne Arundel County, in Liber G. N., No. 127, folio 370.

2. Deed from South Baltimore Harbor and Improvement Company to the Mardel Development Company dated May 15th, 1916, and recorded among the land records of Anne Arundel County in Liber G. N. No. 127, folio 402.

3. Agreement between The Mardel Development Company and the Consolidated Gas Electric Light and Power Company, dated December 22, 1916, and recorded among the land records of Anne Arundel County in Liber G. N. N. No. 133, folio 381.

4. Deed from The Mardel Company to Jacob P. Ringger and wife, dated February 26, 1923, and recorded among the land records of Anne Arundel County in Liber N. N. N., No. 60, folio 262.

These covenants, conditions, restrictions and rights will be announced at the time of sale, and statements thereof may be had at any time prior from the undersigned.

Terms of Sale:- One-third (1-3) cash, balance in six (6) and twelve (12) months, or all cash as the purchaser may elect at the time of sale; credit

payments to bear interest from the day of sale and to be secured to the satisfaction of the undersigned assignee.
All expenses, including special paving tax, if any, to be adjusted to the day of sale.
A deposit of three hundred dollars ($300.00) at the time and place of sale will be required of the purchaser, balance of purchase money to bear interest from day of sale.

Henry B. Frere,
Assignee.

Order Nisi -
Ordered, that the sale of the property mentioned in these proceedings, made to Mary A. Ringger and reported by Henry B. Frere, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th day of November, 1926, provided a copy of this order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive weeks before the 4th day of November, 1926.
The report states the amount of sale to be $2800.00.

John Pleasants, Clerk.

Publisher's Certificate

Baltimore Nov. 23rd. 1926.

We hereby certify that the annexed advertisement of Order Nisi Circuit Court No. 2 of Baltimore City, Case of Henry B. Frere, assignee, vs. Jacob P. Ringger + wife, was published in The Daily Record, a daily newspaper published in the City of Baltimore, once in each of three successive weeks before the 4th day of November, 1926.
First insertion Oct. 11th, 1926.

(Final Order forward on page 126)

The Daily Record,
A. N. Ritzel.

State of Maryland, City of Baltimore, ss:
I, John Pleasants, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the Original Order Nisi passed 9th October, 1926 now on file in this office in the cause therein entitled.
In Testimony Whereof, I hereto set my hand and affix the seal of said Circuit Court No. 2 this 9th day of October, A. D. 1926.

Circuit Court No. 2 Seal

John Pleasants
Clerk.

Auditor's Report and Account. Filed Feby. 10-1927.

To the Honorable Robert F. Stanton Judge, &c.

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.

Mortgage Foreclosure Proceeding.

Auditor's time, three days.

Respectfully submitted,
Edw. Sidney Gibson,
Auditor.

Dr. Mortgaged Estate of Jacob B. Rigger, et al. In account with Cr.
Henry B. Frere, Esquire, Assignee,

To the Assignee for his commissions on $2800.00 sale, contra,	$158	00			By amount of sale of fee simple property No. 519 Fourth Street, described in this Proceeding, per Report of Sale filed 9th October 1926	$2800	00
And on $40.00 collections, @ 5%	2	00	$160	00			
To the Assignee for the Court costs of this Proceeding: viz:							
Solr.	10	00					
Clerk	20	75					
Copy	1	00			By amount of interest collected and reported to the Auditor	40	00
Order Nisi	6	00					
Auditor for this Account	13	50					
Auditor for Notices		50	51	75			
To the Assignee for Court costs in Anne Arundel County: viz:							
Clerk			14	35			
To Charles Clagett, Esquire, for his services in conducting this proceeding, per the terms of the mortgage			50	00			
To the Assignee for the following expenses as per vouchers exhibited to the Auditor							
E. J. Nevell & Co., Auctioneers	61	00					
Advertising in "The Sun"	94	00					
" " The Daily Record	93	84					
" " The Evening Capital	50	00					
Thompson & Jones, Bond	10	00					
1926 Taxes, proportion	2	29					
Affidavits		50	311	63			
To Mtgee. in full for claim filed herein	2211	30					
Interest	33	60	2244	90			
To balance to Mortgagors			7	37			
			$2840	00		$2840	00

Ordered by the Circuit Court No 2 of Baltimore City, this 12th day of November, 1926, That the sale made and reported by the 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 shall produce vouchers for to the Auditor.

Charles F. Stein.

Ordered by the Court, This 22nd day of January, 1927, that the aforegoing Report and Account be ratified and confirmed as stated and reported by the Auditor unless cause to the contrary be shown ~~on~~ within ten days of this date.

John Pleasants, Clerk.

Ordered by the Court, This 3rd day of February, 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

James P. Gorter.

State of Maryland, City of Baltimore, ss:

I, John Pleasants, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Auditor's Report and Account together with Order Nisi and Final Order thereon now on file in this office in the cause therein entitled.

In Testimony Whereof, I hereto set my hand and affix the seal of said Circuit Court No. 2, this 8th day of February, A. D. 1927.

John Pleasants,
Clerk.

Circuit Court Seal

In the Matter of the Sale of the Mortgaged Real Estate of Mary C. Engleman and John F. Engleman, her Husband.

In Equity No. 5195.
In the Circuit Court for Anne Arundel County.

Foreclosure Proceedings - Filed Sept. 21, 1926.

This Mortgage, made this 26th day of May in the year nineteen hundred and twenty-one between Mary C. Engleman and John F. Engleman, her husband, of Anne Arundel County, Maryland, mortgagors, and the Glen Burnie Savings and Loan Association, of Anne Arundel County, Maryland, a body corporate under the law of said State, mortgagee.

Whereas, the said Mary C. Engleman and her husband, John F. Engleman being the holder of twenty-two shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of twenty-two hundred dollars, which is the full par value of said twenty-two shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said twenty-two 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 Mary C. Engleman and John F. Engelmann her husband do hereby grant unto said body corporate, The Glen Burnie Savings and Loan Association of Anne Arundel County, Maryland, its successors and assigns, all that lot of ground situate in the Fifth Election District of Anne Arundel County, Maryland, and described as follows:-

Beginning for the same at the intersection of the southwest side of the Baltimore and Annapolis Boulevard, as laid out fifty feet wide on the plat of the property of the Curtis Creek

Mining, Furnace and Manufacturing Company in its possession, with the southeast side of Q Street, as laid out on said plat sixty feet wide and running thence along the southwest side of said Boulevard southeasterly fifty feet; thence parallel to Q Street southwesterly 200 feet to the northeast side of a twenty foot alley running parallel to said Boulevard; thence along the northeast side of said alley, with the use and benefit thereof in common with others, northwesterly 50 feet to the southeast side of Q Street; and thence along the southeast side of Q Street northeasterly 200 feet to the point of beginning, being the same lot of ground which was conveyed to the said Mary C. Engleman by the Curtis Creek Mining, Furnace and Manufacturing Company, Incorporated, by deed dated the 29th of April, 1921, and to be recorded among the Land Records of Anne Arundel County and to take effect prior to this mortgage.

Together with the buildings and improvements thereupon erected, made or being; and all and every part of the rights, roads, alleys, ways, easements, privileges, appurtenances and advantages to the same 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 Glen Burnie Savings and Loan Association of Anne Arundel County, Maryland, the mortgagee aforesaid, its successors and assigns aforesaid.

Provided, That if the said mortgagor shall make the payments and perform each and every the covenants herein on their respective part to be 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 to perform as follows; viz: to pay to the said mortgagee, its successors or assigns, the monthly sum of Twenty-two dollars as dues at every regular monthly meeting of said mortgagee, until the said sum of twenty-two hundred dollars shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of eleven dollars until

the sum of One Hundred Dollars ($100) shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on and as often as One Hundred Dollars ($100) shall be so repaid in dues, the payment of interest shall be reduced fifty cents, and to pay all public dues and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him by the said mortgagee, in accordance with the by-laws, and to keep the improvements on the said ground fully insured from loss by fire for the use of the mortgagee.
All of which payments and covenants shall continue in force until the said sum of twenty-two hundred dollars shall be repaid in monthly dues as aforesaid.
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 thirteen weeks, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagors; or either of them, then this whole mortgage debt hereby intended to be secured, shall be deemed due and demandable, and the said mortgagee, its successors or assigns, or Hugh R. Riley, its authorized attorney or 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 thirty dollars to the said attorney or solicitor, or other party making the sale, in lieu of the commissions usually allowed; 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.

And the said Mary C. Engelman and _____ and for their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company, satisfactory to the said mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the 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 inure to the benefit of said mortgagee to the extent of their lien or claim hereunder and to deliver said policies to the said mortgagee, its successors and assigns.

Witness the hands and seals of the mortgagors.

Test.

James H. Croggan.

Mary C. Engelmann. (Seal)

John F. Engelmann (Seal)

State of Maryland, Anne Arundel County, Set:

I hereby certify that on this 26th day of May in the year nineteen hundred and twenty-one, before me a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Mary C. Engelman and her husband and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Edward Woodfall, the President of the Glen Burnie Savings and Loan Association of 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.

Notary Seal

James H. Croggan,
Notary Public.

Glen Burnie, Md., Sept. 17, 1926.

For value received, the Glen Burnie Savings and Loan Association hereby assigns the within mortgage, for the purpose of foreclosure to Robert E. Kindred, Attorney at Law.

Witness the signature of the President of said Association, and the corporate seal thereof, attested by its Secretary.

Attest:

William F. Kuethe.

Corporate Seal

Edward Woodfall,
President.

Received for record 21st day of September, 1926, at 10 o'clock A. M. and same day recorded in Liber N. M. B. No. 42, folio 337 - Land Records of Anne Arundel County,

Wm. Martin Brady, Clerk.

Statement of account - Filed Sept. 21-1926.

Glen Burnie, Md., October 1-1926.

Mary C. Engleman and John F. Engleman, her husband, Glen Burnie, Maryland,

to

The Glen Burnie Savings & Loan Association.

To balance due account principal	$1,595.75
" interest to October 1st. 1926.	32.00
" fines @ 5¢ per share per week for 12 weeks -	9.60
	$1,637.35

Bond - Filed and approved 21 Sept. 1926.

Know all Men by these Presents:

That we, Robert E. Kindred of Glen Burnie, Maryland, as Principal of _____ and the United States Fidelity and Guaranty Company, 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 Four Thousand and 00/100 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 seventeenth day of September in the year of our Lord one thousand, nine hundred and twenty-six.

Whereas the above bounden Robert E. Kindred by virtue of a decree of the Honorable the Judge of the Circuit Court in and for Anne Arundel County has been appointed trustee to sell certain real estate mentioned in the proceedings in the case of Robert E. Kindred, assignee to foreclose a mortgage in the case of the Glen Burnie Savings & Loan Assn. vs. Mary C. Engleman et al now pending in said Court.

Now the Condition of the above Obligation is such that, if the above bounden Robert E. Kindred 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.

Robert E. Kindred (seal)
United States Fidelity and Guaranty Company,
By Chas L. Phillips
Vice-President.

Attest:
Harry C. McMachen,
Assistant Secretary.

Corporate seal

Report of Sale & Affidavit - Filed 28 October, 1926.

To the Honorable, the Judge of said Court:

The report of Robert E. Kindred, Attorney-Assignee, of the mortgage filed in these proceedings, to make sale of the property mentioned therein, respectfully shows:

That after giving Bond, with approved security, and after giving notice of the time, place, manner and terms of sale, by advertisement in the Maryland Gazette a weekly newspaper published in Anne Arundel County, State of Maryland, for more than three successive weeks before the day of sale, and also by hand bills posted up at the Court House door, and other conspicuous places, he did pursuant to said notice attend at the Court House door, in the City of Annapolis, State aforesaid, on Tuesday October 26, 1926, at 10:30 o'clock A. M., and then and there proceeded to sell said property mentioned in these proceedings. Being all that tract or parcel of land, with the buildings and improvements thereon situate, lying and being in Glen Burnie, in the Fifth Election District of Anne Arundel County, Maryland, and being the same property which was conveyed by the above mentioned mortgage, bearing date May 26th, 1921, and recorded among the Land Records aforesaid, in Liber N. N. W. No. 42, folio 336, which contains an accurate description by metes and bounds.

He offered said lot and improvements thereon and sold the same to Arnold R. Engelman at and for the sum of $2500.00, he being the highest bidder then and there for said property.

And the said Attorney-Assignee files herewith a copy of said advertisement, auctioneer's certificate and

purchasers agreement, all of which are respectfully submitted.

Robert E. Thindred,
Attorney-Assignee.

State of Maryland, Baltimore City, to wit:
I Hereby Certify, that on this 27th day of October, 1926, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Robert E. Thindred, Attorney-Assignee in the within mentioned matter, and made oath in due form of law, that the matter and facts stated in the aforegoing report of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.
As Witness my hand and Notarial Seal.

Notary Seal

Viola Thindred,
Notary Public.

Handbill-
William H. Moss, Auctioneer. Robert E. Thindred, Solicitor.
Mortgagee's Sale of Real Estate in the Fifth Election District of Anne Arundel County, Md.
Under and by virtue of a power of sale contained in a mortgage from Mary P. Engelman and John F. Engelman, her husband, to the Glen Burnie Savings and Loan Association of Anne Arundel County, Maryland, bearing date of May 26, 1921, and duly recorded among the Land Records of Anne Arundel County, Maryland, in Liber N. N. W. No. 42, folio 336, etc., the said mortgage being now in default, the undersigned, Robert E. Thindred, Assignee thereof for the purposes of foreclosure, will sell at public auction at the Court House door, in the City of Annapolis, on Tuesday, Oct. 26, 1926 at 10:30 o'clock A. M., the following mentioned and described real estate:
Being all that tract or parcel of land, with the buildings and improvements thereon, situate lying and being in Glen Burnie, in the Fifth Election District of Anne Arundel County, Maryland, and being the same property which was conveyed by the above mortgage, bearing date May 26, 1921, and recorded among the Land Records aforesaid in Liber N. N. W. No 42, folio 336, which contains an accurate description by metes and bounds.

This property is located in the village of Glen Burnie, convenient to schools, churches and stores, and is improved by a good and substantial dwelling house and garage.

Terms of Sale: Cash upon final ratification of sale. A deposit of $200 will be required on day of sale. Deferred payment to bear legal interest from date of sale, and to be secured to the satisfaction of the undersigned. Taxes, insurance, including water benefit charges and all other charges, to be adjusted to the day of sale.

Robert E. Kindred,
Assignee.

Auctioneer's Certificate.

I Hereby Certify, that I have this 26th day of October, 1926, sold the property described in the within hand bill at and for the sum of $25.00.00, to Arnold R. Engleman he being then and there the highest bidder for the same and I further certify, that the sale was fairly made.

William H. Moss,
Auctioneer.

Purchasers Agreement -

I Hereby Certify, that I have this 26th day of October, 1926, purchased from Robert E. Kindred, Attorney-Assignee, the property described in the advertisement within, at and for the sum of $25.00.00, and hereby agree to comply with the terms of the sale.

Witness my hand and Seal.

Arnold R. Engelmann (seal)

Order Nisi -

Ordered, this 28" day of October, 1926, That the sale of the Mortgaged Real Estate of Mary C. Engelman, and John F. Engelman, her husband, made and reported by Robert E. Kindred, Attorney-Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 29" 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 29" day of November next.

The report states the amount of sales to be $25.00.00

Wm. Martin Brady,
Clerk.

Publisher's Certificate -

Annapolis, Md., Nov. 26, 1926.

We hereby certify, that the annexed Order Nisi - Engelman Equity #5194 was published in The Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for Three successive weeks before the Twenty-ninth day of November, 1926. The first insertion being made the Fourth day of November, 1926.

The Capital Publishing Company
By Louise F. Glow.

Order -

Ordered by the Court, This 7th day of December, 1926, 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.

Robert Moss, A.J.

Petition of Mutual Life Insurance Company of Baltimore - Filed Dec. 6th, 1926.

To the Honorable, the Judge of said Court:

The petition of the Mutual Life Insurance Company of Baltimore, body corporate of the State of Maryland, respectfully shows:

First: That your Petitioner is the holder of a mortgage from the said Mary C. Engelman and John F. Engelman, her husband to it, dated the Sixth day of June, 1925 and recorded among the Land Records of Anne Arundel County in Liber N. N. N. No. 107, folio 115 &c., original herewith filed as Exhibit A, given to secure the sum of Five Hundred Dollars, for cash advanced by your Petitioner to the said Mary C. Engelman and husband, upon the property described in these proceedings, the same being a junior encumbrance to the mortgage of the Glen Burnie Savings and Loan Association, the first mortgagee under which latter mortgage these foreclosure proceedings were instituted.

Second: Your Petitioner further states that the said mortgage of the Glen Burnie Savings and

Loan Association was assigned to Robert E. Kindred, for the purpose of foreclosure, who instituted these proceedings, and sold the property described in both said mortgages to Arnold R. Engelman for the sum of Twenty-five Hundred Dollars, on or about the Twenty-sixth day of October, 1926, same being sold at the Court House Door at Annapolis, Anne Arundel County, at Public Auction.

Third:- That there is due on principal and interest under said mortgage to your Petitioner, the sum of Three Hundred and Thirty-three Dollars and forty cents, as per statement attached hereto as part hereof, and your Petitioner having a lien upon said property for the payment of said sum, inferior only to the mortgage of the said Glen Burnie Savings and Loan Association, and being informed that there will be a balance in the hands of the said Robert E. Kindred, Assignee and Mortgagee as aforesaid, from the sale of said property after paying all costs and expenses connected with said sale and the amount of the mortgage debt to the said Glen Burnie Savings and Loan Association sufficient to pay the said mortgage claim of your Petitioner.

Wherefore your Petitioner prays that an order may be passed by this Honorable Court directing the said Robert E. Kindred, Assignee and Mortgagee, to pay the said claim to your Petitioner from any balance remaining in his hands after the payment of the cost of this proceedings and the full amount of said first mortgage of the Glen Burnie Savings and Loan Association;

And it will ever pray &c.,

Emily T. Crowley
Test:
Henry Roth,
Secretary.

Corporate Seal

Mutual Life Insurance Company of Baltimore
By Paul M. Burnett,
President.

State of Maryland, City of Baltimore: to wit.

I Hereby Certify, that, on this 4th day of December, 1926, before the Subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Paul M. Burnett, President of the Mutual Life Insurance Company of Baltimore, body corporate and Petitioner above named 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.

Emily I. Crowley,
Notary Public.

Order -

Upon the foregoing Petition, Affidavit and Account, it is ordered this 6th day of December by the Circuit Court for Anne Arundel County, sitting in Equity, that Robert E. Trindred, Assignee and Mortgagee, as set forth in these proceedings, be and he is hereby authorized and directed to pay out from any balance remaining in his hands after the payment of the costs and expenses of this proceedings, and of the foreclosure sale, and payment in full of the first mortgage of the Glen Burnie Savings and Loan Association and interest, to the Mutual Life Insurance Company of Baltimore, its second mortgage claim of Three hundred and thirty-three dollars and forty cents, subject to the usual exceptions to the Auditor's Account which may be filed herein.

Robert Moss, A. J.

"Exhibit A" - Filed Dec. 6 - 1926.

This Mortgage made this Sixth day of June, Nineteen hundred and twenty-five, by and between Mary C. Engelman and John F. Engelman, her husband, of Anne Arundel County in the State of Maryland, Mortgagors and the Mutual Life Insurance Company of Baltimore, body corporate of the State of Maryland, Mortgagee -

Whereas the said body corporate has this day loaned unto the said Mortgagors, the sum of Five Hundred Dollars, for which they have made and passed unto said body corporate their promissory note of even date herewith and payable one year from its date with interest semi-annually at the rate of six per cent per annum, principal and interest being payable in gold coin of the United States of present standard weight and fineness; it having been a condition precedent to the making of said loan that there should be paid on account of said principal

the sum of Five dollars per week and that whenever and as often as One Hundred dollars shall be paid on account of said principal, the interest shall cease thereon from such time, it having been a further condition of said loan that the repayment thereof with interest as aforesaid be secured by the execution of these presents;

Now, therefore, this Mortgage Witnesseth, that, in consideration of the premises and of one dollar, the said Mary C. Engelman and John F. Engelman, her husband, do grant and convey unto the said Mutual Life Insurance Company of Baltimore, its successors and assigns, All that lot or parcel of land situate and lying in Anne Arundel County in the State of Maryland and described as follows:-

Beginning for the same at the intersection of the South West side of the Baltimore and Annapolis Boulevard, as laid out fifty feet (50 feet) wide on the plat of the property of the party hereto of the first part in its possession, with the Southeast side of C Street, as laid out on said plat fifty feet (60 feet) wide, and running thence along the Southwest side of said Boulevard Southeasterly fifty feet; thence parallel to C Street Southwesterly two hundred feet, to the Northeast side of a twenty foot alley, running parallel to said Boulevard; thence along the Northeast side of said alley, with the use and benefit thereof in common with others, Northwesterly fifty feet to the southeast side of C Street; and thence along the Southeast side of C Street Northeasterly two hundred feet to the place of beginning.

Being the same lot of ground which by deed dated the 29th day of April, 1921 and recorded among the Land Records of Anne Arundel County in Liber N. N. N. No. 42, folio 335 &c., was granted and conveyed by the Curtis Creek Mining, Furnace and Manufacturing Company to the said Mary C. Engelman.

Together with the improvements thereon, and the rights ways, waters, roads, easements, advantages and appurtenances to the same belonging or in anywise appertaining.

To be held by the said Mutual Life Insurance Company of Baltimore, its successors and assigns, forever in fee simple.

Provided, that if the said Mortgagors, their heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of Five hundred dollars and all the installments of interest thereon when and as each of them shall respectively be due and payable as aforesaid and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And it is agreed that until default be made in the premises, the said Mortgagors, their heirs or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges of every kind levied or assessed or to be levied or assessed on said hereby mortgaged property, or the Mortgage debt and interest hereby secured, which taxes assessments, public dues and charges, mortgage debt and interest the said mortgagors for themselves, their heirs, executors, administrators and assigns hereby covenant to pay when legally due and payable.

But if default be made in the payment of said money, or in the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire Mortgage debt shall be deemed due and demandable and it shall be lawful for the said Mortgagee, its successors or assigns, or Paul M. Burnett, 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 said sale, and to grant and convey said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which said sale shall be made in the following manner: Upon giving twenty days notice of the time, manner, place 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 said sale, including a fee of Fifty dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Mortgagee, or its assigns or to the trustee or party selling under the power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale, as the Court may deem proper, and also, a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar 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 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 heirs, personal representatives or assigns, or to whomsoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns 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 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 commission allowed 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, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or Paul M. Burnett, 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 aforesaid, legal tender be made of said principal, interest, costs, expenses and commission.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, further covenant to insure, and, pending the existence of this Mortgage to keep insured the improvements on the hereby mortgaged property to the amount of at least Five hundred dollars in some good company or companies satisfactory to and designated by the said Mortgagee, its successors or assigns, and to cause the policy or policies to be effected thereon to be so framed or indorsed, as, in case of fire, to inure to the benefit of said Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to deliver the policy or policies to the said Mortgagee, its successors or assigns. And in the event of any loss by fire, the insurance company or companies are hereby directed by the Mortgagors to make payment of such loss to the Mortgagee, only, and not to the Mortgagors and Mortgagee, jointly; such payment to the Mortgagee shall be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage, whether then due or not, but shall not exceed the amount payable under this mortgage.

And the said Mortgagors covenant that they will warrant said property specially and that they will execute such further assurances as may be requisite.

Witness their hands and seals.

Test: Mary C. Engelman (seal)

James H. Croggon, John F. Engelman (seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that, on this 12th day of June, 1925, before the Subscriber, a Notary Public, of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared Mary C. Engelman and John F. Engelman, her husband, the Mortgagors above named and each acknowledged the aforegoing Mortgage to be their respective act. At the same time before me also personally appeared Howard M. Emmons, the Vice

President of the Mutual Life Insurance Company of Baltimore, body corporate and Mortgagee above named 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 Agent of said Mortgagee duly authorized to make this affidavit.

Witness my hand and Notarial Seal.

James H. Croggon,
Notary Public.

Notary Seal

Petition, Certificate and Order - Filed Dec. 7th, 1926.

To the Honorable the Judge of said Court:

The report of Robert E. Kindred, Assignee, of the sale of the above mentioned property, respectfully submits unto your Honor:

That in as much as your Petitioner was only allowed the sum of thirty dollars ($30.00) on the sale of said mortgaged property and not the regular commission allowed by a Court of Equity, and that the property was sold at a price sufficient to pay the mortgagee's claim, all costs and a reasonable fee to your Petitioner, he therefore charges that he should be entitled to extra compensation for extraordinary services rendered in the sale of said property, and prays the Court to pass an order allowing him a reasonable fee for the services above mentioned.

We, the undersigned Winson G. Gatt and Nicholas H. Green, two members of the Anne Arundel County Bar, in active practice, certify that $50.00 would be a reasonable compensation for the services rendered by Robert E. Kindred, Assignee, in this case.

Winson G. Gatt, (seal)
Nicholas H. Green, (seal)

Upon the above Petition, and Certificate, it is this 7th day of Dec. 1926, Ordered by the Circuit Court for Anne Arundell County, that the Auditor in stating his account in this case is hereby directed to allow to Robert E. Kindred, Assignee, the sum of Fifty Dollars for legal services rendered in the above case subject to the usual exceptions.

Robert Moss, A.J.

Certified copy of Articles 8 + 14 of the Constitution. Filed Dec. 7, 1926.

"Article VIII"

'Application for loans must be made to the Directory who shall decide upon the security offered. For each share of $100.00 so redeemed the member shall pay to the Association no less than $1.50 per month, which shall be applied, first, to the payment of fines, interest and all other charges, the balance to be credited to principal. Continued failure to pay the dues for 13 weeks will be sufficient to have a mortgage given as security foreclosed.

Members applying for loans or notes shall subscribe for four shares for every $100 and give two endorsers for same'.

"Article XIV"

'If a member who has redeemed his shares neglects to pay his monthly dues and interest, he shall be subject to a fine of five cents for each share per week; if this neglect be continued for a period of thirteen weeks, the Directory shall take the necessary steps to have the mortgage given as security foreclosed'.

This is to Certify, that the above Articles are certified copies of Articles 8 and 14 on the Constitution and By-Laws of the Glen Burnie Savings + Loan Association.

Corporate Seal

William F. Kuethe,
Secretary and Treasurer.

Auditor's Report and Account - Filed 14" Dec. 1926.

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.

James N. Owens,
Auditor.

Dr. The Mortgaged Real Estate of Mary R. and John F. Engelman Cr.
in ac. with Robert E. Kindred, Assignee.

Additional fee as per order of court	$ 50	00	$		By proceeds			
Fee provided in mortgage	30	00	80	00	of sale of real			
					estate	$ 250	00	00
To Assignee for Court Costs, viz:								
" Clerk of Court	17	65						
" Solicitor	10	00						
" Recording Assignment		75						
" Premium on bond	15	00						
" Auditor	9	00	52	40				
To Assignee for his Expenses, viz:								
" Advertising	21	00						
" Hand bills	5	25						
" Orders Nisi	10	00						
" Auctioneer	16	00	52	25				
To Assignee for State + County Taxes:								
" Taxes for 1925	57	05						
" " " 1926	52	40						
" Water benefit tax	8	48	117	93				
To Glen Burnie Savings + Loan Assoc. in full of mortgage debt and interest			1644	37				
To the Mutual Life Insurance Co., as per order of Court, subject to Exceptions			333	40				
To Mary R. Engelman, Mortgagee			219	65				
			$ 250	00		$ 250	00	

Order Nisi.

Ordered, This 14th day of December, 1926, 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 15th day of January (1927) 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 15th day of January (1927) next.

Wm. Martin Brady, Clerk.

Publishers Certificate.

Annapolis, Md., January 3 - 1927.

We hereby certify, that the annexed Order Nisi - Engleman Equity #5195 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for Three successive weeks

before the Fifteenth day of January, 1927. The first insertion being made the Sixteenth day of December, 1926.

The Capital Publishing Company.
By Louise F. Clark.

Order.

Ordered by the Court, this 18" day of January, 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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 from the Mutual Life Insurance Company to Robert E. Kindred, Assignee - Filed 15" Feby. 1927.

Know all Men by these Presents, that the Mutual Life Insurance Company, a body corporate, does hereby acknowledge to have received from Robert E. Kindred, Assignee, the sum of Three hundred and thirty-three and 40/100 dollars, being the amount due on a second mortgage from Mary C. Engelman and John F. Engelman, her husband to the said Mutual Life Insurance Company, which mortgage has been duly filed in Equity No. 5785.

And in consideration thereof the said Mutual Life Insurance Company does hereby release, acquit, exonerate and discharge the said Robert E. Kindred, Assignee, his heirs, executors and administrators of and from all and every action, suit, claim or demand which could or might possible be brought, exhibited, or prosecuted against him or them, or any of them, for an account of said second mortgage above mentioned or the payment thereof, hereby declaring it satisfied, contented and paid as above specified.

And the said body corporate does hereby constitute and appoint Howard M. Emmons, to be its Attorney, in its name, and as its Act to acknowledge this release before anyone legally authorized to take said acknowledgment.

As Witness the Corporate Seal of said body corporate, and the signature of Howard M. Emmons, the Vice-President thereof.

Attest:
Emily T. Crowley.
Henry Roth,
Secretary.

Corporate Seal

The Mutual Life Insurance Company.
By Howard M. Emmons,
Vice-President.

Certification forward, folio 147.

Release from Mary C. Engelman and John F. Engelman her husband, to Robert E. Kindred, Assignee - Filed 15th Feb. 1927.

Know all Men by these Presents, that Mary C. Engelman and John F. Engelman, her husband, do hereby acknowledge to have received from Robert E. Kindred, Assignee, the sum of Two hundred and nineteen and 65/100 Dollars, being the balance due Mary C. Engelman, Mortgagor, in the foreclosure proceedings filed in Equity No. 5/195.

And in consideration thereof the said Mary C. Engelman and John F. Engelman, her husband, do hereby release, acquit, exonerate and discharge the said Robert E. Kindred, Assignee, his heirs, executors and administrators, of and from all and every action, suit, claim or demand which could or might possibly be brought, exhibited, or prosecuted against him or them, or any of them, for or on account of said second mortgage above mentioned or the payment thereof, hereby declaring themselves satisfied, contented and paid as above specified.

And Whereas, there are two accounts which especially affect our joint accounts, namely: a confessed judgment note held by the Glen Burnie Bank and signed by Mary C. Engelman and John F. Engelman, her husband et al., in the amount with interest $101.00 and an account against our joint accounts by Rice Brothers Company of Geneva, New York, in the amount of $23.85.

It is Hereby Agreed between ourselves that Robert E. Kindred is hereby given the authority to pay these amounts out of the proceeds as above mentioned, and it is further agreed by John F. Engelman that he will pay $15.03 to make up the difference of his share of the proceeds.

As Witness our hands and seals this 7th day of February, 1927.

Attest:
Viola Kindred.

Mary C. Engelman (seal)
John F. Engelman (seal)

State of Maryland, Baltimore City, to wit:

I Hereby Certify, that on this 7th day of February, 1927, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Mary C. Engelman and John F. Engelman, her husband, and acknowledged the said release to be their Act.

As Witness my hand and Notarial Seal.

Notary Seal

Viola Kindred -
Notary Public

State of Maryland, Baltimore City; to wit:

I Hereby Certify, that on this 25th day of January 1927, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Howard M. Emmons, the Attorney named in the aforegoing release and by virtue and in pursuance of the authority therein conferred on him, acknowledged the said release to be the Act of the said body corporate.

As Witness my hand and Notarial Seal.

Notary Seal

Emily T. Crowley
Notary Public.

Francis J. Eastwood,
Mary P. Eastwood, Wife
vs.
John P. Hammond,
Agnes M. Hammond, Wife.

No. 5228 Equity.
In the Circuit Court for
Anne Arundel County.

Order of Appearance - Filed Dec. 17-1926.
Mr. Clerk:-
Please docket this suit; enter my appearance for the Plaintiffs, and file the Original Mortgage.
Francis P. Curtis,
Attorney named in Mortgage.

State of Maryland, Baltimore City, to wit:
I hereby Certify that on this Fifteenth day of December, in the year 1926, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Francis P. Curtis, Attorney named in the above Mortgage and made oath in due form of law that said Mortgage is now in default.
As Witness my hand and Notarial Seal.
Notarial Seal
Roberta I. Windsor,
Notary Public.

Mortgage - Filed Dec. 17-1926.
This Mortgage, Made this 10th day of May in the year nineteen hundred and twenty-two by John P. Hammond and Agnes M. Hammond, his wife, Mortgagors of Anne Arundel County in the State of Maryland of the first part and Francis J. Eastwood and Mary T. Eastwood, his wife of the second part.
Whereas the said Mortgagors are justly indebted unto the said Mortgagees in the full sum of Thirty five Hundred dollars being part of the purchase money for the hereinafter described property for the repayment of which said principal sum of money together with the interest to accrue thereon in the meantime at the rate of six per cent per annum payable semi-annually the said Mortgagors have passed to the said Mortgagees their eleven Promissory Notes. The first of said Notes being for the Principal sum of Thirty five hundred dollars and payable five years after date, the remaining ten Notes being each for the sum of one hundred and five dollars and being payable in six, twelve, eighteen, twenty-four, thirty,

thirty-six, forty-two, forty-eight, fifty-four and sixty months.

And Whereas it was a condition precedent to the granting of the aforesaid loan that it be secured by a Mortgage wherefore these presents are executed.

Now therefore this Mortgage Witnesseth that in consideration of the premises and the sum of one dollar the said John T. Hammond and Agnes M. Hammond, his wife, Mortgagors, do grant and convey unto the said Francis J. Eastwood and Mary T. Eastwood, their heirs and assigns, in fee simple, all that lot of land situate and lying in Anne Arundel County in the State of Maryland and more particularly described as follows.

Beginning for the same at a stone planted in the center of a twenty foot road to be forever kept open as a public way for the use and benefit of the Lots binding thereon, at the end of the second line of the lot secondly described in a deed from the Curtis Creek Mining Furnace and Manufacturing Company to William F. Kuethe dated November 14-1900 and recorded amongst the Land Records of Anne Arundel County in Liber G. W. No. 21 folio 400 etc. which stone is also at the end of the first line of the land conveyed by the said Curtis Creek Mining Furnace and Manufacturing Company to John Kuetake and wife by deed dated the 28th day of November, 1902 and recorded amongst the Land Records aforesaid in Liber G. W. No. 33 folio 83 and running thence along the center of said road with the use and benefit thereof in common with others, and along the second line of the land conveyed as aforesaid to John Kuetake and wife North 8 degrees West 623 and Seventy one hundredths feet to the end thereof, thence, still along the center of said road with the use thereof as aforesaid N 58 degrees W 1143 and thirty-one hundredths feet, thence leaving said road South 31 degrees W 616 feet to a stake planted on the outlines of the lands of the said party of the first part, thence with said outlines ~~of the lands of the said party of the first part~~ S 58 degrees E 2184 and fifty one hundred feet to another stake, thence leaving said outline N 31 degrees E 616 feet to a point in the third line of the land conveyed as aforesaid to William F. Kuethe in the center of said twenty foot road, and thence with said line reversely along the center of said twenty foot road with the use thereof as aforesaid N 58 degrees W 417 and fifty one hundredths feet to the

place of beginning. Containing thirty and eighty eight one hundredths acres of land, more or less.

Being the same lot of ground which by deed of even date and recorded prior hereto was granted by Archer M. Allen and wife to the said John I. Hammond and Agnes M. Hammond, his wife.

Together with the buildings and improvements thereon 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 Francis J. Eastwood and Mary I. Eastwood, his wife, their heirs and assigns forever.

Provided, that if the said John I. Hammond and Agnes M. Hammond, their heirs, personal representatives or assigns shall well and truly pay or cause to be paid the aforesaid sum of Thirty five 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 John I. Hammond and Agnes M. Hammond 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 John I. Hammond and Agnes M. Hammond 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 in any part 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 Francis J. Eastwood and Mary I. Eastwood their personal representative or assigns, or Francis P. Curtis 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 prop-

erty 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 newspapers 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 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 whomever 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 the 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 Mortgagees, their personal representatives or assigns, or Francis P. Curtis 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 commissions, but said sale may be proceeded with unless, prior to the day

appointed therefor, legal tender be made of said principal, costs, expenses and commission.
And the said John T. Hammond and Agnes M. Hammond for themselves their 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 Mortgagees their 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 inure to the benefit of the said Mortgagees their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees their personal representatives and assigns
Witness the hands and seals of the said Mortgagors
Test:
Anna S. Nolen

John T. Hammond (seal)
Agnes M. Hammond (seal)

State of Maryland, Baltimore City, to wit:
I Hereby Certify, that on this 10th day of May in the year nineteen hundred and twenty-two before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John T. Hammond and Agnes M. Hammond, his wife the Mortgagors named in the aforegoing Mortgage and severally acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Francis J. Eastwood 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.

Notarial Seal

Anna S. Nolen,
Notary Public.

Notes—
$3500.00/100

May 10th-1922.

Secured by Mortgage of even date herewith.
Five years after date, we jointly and severally promise to pay to the order of Francis J. Eastwood and Mary T. Eastwood, Thirty five Hundred Dollars
Value Received.

John T. Hammond
Mrs. Agnes M. Hammond

Revenue Stamps- 60 cts.

$105.00/100 May 10th - 1922.

Secured by Mortgage of even date herewith.
Forty-two months after date, we jointly and severally promise to pay to the order of Francis J. Eastwood and Mary I. Eastwood, One hundred and five Dollars,
Value Received.

John T. Hammond
Mrs. Agnes M. Hammond

$105.00/100 May 10th - 1922.

Secured by Mortgage of even date herewith.
Forty eight months after date, we jointly and severally promise to pay to the order of Francis J. Eastwood and Mary I. Eastwood, One hundred and five Dollars,
Value Received.

John T. Hammond
Mrs. Agnes M. Hammond

$105.00/100 May 10th - 1922.

Secured by Mortgage of even date herewith.
Fifty four months after date, we jointly and severally promise to pay to the order of Francis J. Eastwood and Mary I. Eastwood, One hundred and five Dollars.
Value Received.

John T. Hammond
Mrs. Agnes M. Hammond

$105.00/100 May 10th - 1922.

Secured by Mortgage of even date herewith.
Sixty months after date, we jointly and severally promise to pay to the order of Francis J. Eastwood and Mary I. Eastwood, One Hundred and five Dollars.
Value Received.

John T. Hammond
Mrs. Agnes M. Hammond

Statement of Claim - Filed Dec. 17th - 1926.

Statement of Mortgage Claim of Francis J. Eastwood and Mary I. Eastwood, under a Mortgage to them from John T. Hammond and Agnes M. Hammond, his wife, dated the 10th day of May, in the year 1922, and recorded amongst the Land Records of Anne Arundel County in Liber W. N. W. Book 55 folio 283, etc.:-

To Principal of Mortgage Debt,	$3500.00	
May 10, 1926, To 6 months interest	105.00	
Nov. 10, 1926, To 6 months interest	105.00	
Total balance due and unpaid	$3710.00	
By the Auditor' Int. from Nov. 10/26 to Feb. 10/27	52.50	$3762.50

State of Maryland, Baltimore City, to wit:
I hereby certify that on this Fifteenth day of December, in the year 1926, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Francis P. Curtis, the Attorney named in said Mortgage, and made oath in due form of law that the above statement is a just and true statement of the amount of the Mortgage Claim under said Mortgage filed in this cause, and now remaining due and unpaid.
As witness, my hand and Notarial seal.

Notary Seal

Roberta F. Windsor,
Notary Public.

Mortgagees or Attorneys Bond - Filed & approved Dec. 17", 1926.
Know All Men by these Presents:
That we, Francis P. Curtis as principal and the United States Fidelity and Guaranty Company, 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 Five thousand (5000) 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, Successor or Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 14" day of Dec., in the year of our Lord nineteen hundred and twenty-six.
Whereas, the above bounden Francis P. Curtis by virtue of the power contained in a mortgage from John T. Hammond & Agnes M. Hammond, his wife, to Francis J. Eastwood & Mary T. Eastwood, his wife, bearing date the 10" day of May, 1922 - and recorded among the mortgage records of Anne Arundel Co., Md. in Liber N. N. H. No. 55, Folio 283 and Francis P. Curtis, Attorney named in Mortgage is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained,
The Condition of the above Obligation is such, that if the above bounden Francis P. Curtis 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 N. A. McCormick

Corporate Seal

Francis P. Curtis (seal)
United States Fidelity and Guaranty Company.
By Howard J. McHannon
Attorney-in-Fact.

Report of Sale - Filed Jany. 11th 1927

To the Honorable the Judge of Circuit Court for Anne Arundel County, Maryland.

The Report of Francis P. Curtis the attorney named in the Mortgage filed in these proceedings, and authorized to make sale of the property therein mentioned and described in the event of default thereunder respectfully shows.-

That said Mortgage being in default, and after giving Bond with Surety which was duly approved, and having given twenty days notice of the time, place, manner and terms of sale by Advertisement in the Maryland Gazette and newspapers printed and published in Anne Arundel County, Maryland, and by Handbills circulated in the City of Annapolis, and in the said Anne Arundel County the did pursuant to said notices of sale attend in person at the Court House in the City of Annapolis, Maryland on the eleventh day of January in the year 1927, and then and there in the presence of a number of persons did proceed to sell at Public Sale the property mentioned in said Mortgage to wit all that tract of land situate, lying and being in the Fourth District of Anne Arundel County in the State of Maryland, containing thirty and eighty-eight one hundredths acres of land more or less being the same land which by Deed dated May 10th 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 55, folio 283 etc. was granted by Francis J. Eastwood and Mary F. Eastwood, his wife, to the said John T. Hammond and wife and subsequently mortgaged by the said Hammond and Agnes M. Hammond, his wife to said Eastwood and wife, and sold the same to Francis J. Eastwood

and Mary F. Eastwood, his wife, at and for the sum of Thirty-six hundred dollars ($3600.00), being at that price then and there the highest bidder.

The said purchaser has paid the deposit of Three hundred dollars, and signed an agreement to comply with the terms of sale.

The Agreement of the Purchasers, and the Certificate of The Publishers of the Maryland Gazette, as well as that of R. E. Moss, the auctioneer are filed with this Report of sale.

All of which is respectfully submitted,

Francis P. Curtis,
Attorney named in the Mortgage.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 11th day of January in the year 1927, before me the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Francis P. Curtis the attorney named in the aforesaid mortgage and made oath in due form of law that the matters and things set forth in the aforesaid Reports of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

My commission expires May, 1928.

Notarial Seal

Lucy Florio
Notary Public.

Purchasers' Agreement.

Annapolis, Anne Arundel Co., Md.

I hereby certify that I purchased the property from Francis P. Curtis, the Attorney named in the Mortgage at public sale this 11th day of January, 1927 at and for the sum of Thirty-six hundred dollars ($3600.00) and I hereby agree to comply with the terms of sale.

Test:
Francis P. Curtis

Francis J. Eastwood (seal)
Mary F. Eastwood (seal)

Auctioneer's Certificate.

I hereby certify that I have this 11th day of January, 1927, sold at Public Auction for Francis P. Curtis, Attorney named in the Mortgage from Hammond et al. to Eastwood et al. the property therein mentioned to to Francis J. Eastwood and Mary F. Eastwood, his wife at and for the sum of Thirty-six hundred dollars ($3600.) they being at that price the highest bidder therefor.

Witness my hand and seal.

William H. Moss (seal)

Test: Francis P. Curtis.

Order Nisi.

Ordered, this 11th day of January, 1927, That the sale of the property mentioned in these proceedings made and reported by Francis P. Curtis, Attorney named in Mortgage Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 12th 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 12th day of February next. The report states the amount of sales to be $3600.00.

Frank S. Revell, Clerk.

Publisher's Certificate.

Annapolis, Md.

We hereby certify, that the annexed Order Nisi - Hammond # 5228 Equity was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 12" day of February, 1927. The first insertion being made the 12" day of January, 1927.

The Capital Publishing Co.
By J. J. Taylor.

Order -

Ordered by the Court, This 14th day of February, 1927, 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.

Robert Moss, A. J.

Auditor's Report and Account - Filed Feby. 14 - 1927.

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,

James N. Owens,
Auditor.

Dr. The Mortgaged Real Estate of John T. Hammond and wife in ac. with Francis P. Curtis, Attorney. Cr.

Jany. 11th, 1927.					Jany. 11th 1927.			
To the Attorney for his Commission	$ 141	00			By proceeds of			
" " " " fee provided in Mtge.	25	00	$ 166	00	sale of Real			
					Estate	$ 3700	00	
To the Atty. for Court Costs, viz:								
" Solicitors Appearance fee	10	00						
" Clerk's costs	10	75						
" Premium on Bond	15	00						
" Auditor	13	50						
" Notary's fees	1	00	50	25				
To Atty. for his expenses, viz:								
" Advertising sale & order nisi (Gazette)	22	50						
" " " " on this a/c	5	00						
" Auctioneer (N. H. M.)	16	00	43	50				
To Francis J. Eastwood and Mary J. Eastwood, Mortgagee, This Balance in part payment of Mortgage debt			3440	25				
			$ 3700	00		$ 3700	00	
Memo of Mortgage Claim of Francis J. Eastwood and Mary J. Eastwood	$ 3762	50						
By amount allowed supra	3440	25						
Balance subject to Decree in Personam	$ 322	25						

Order Nisi—

Ordered, This 14th day of February, 1927, 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 17th day of March 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 17th day of March, next.

Frank S. Revell,
Clerk.

Publisher's Certificate

Annapolis, Md., March 19-1927.

We hereby certify, that the annexed Order Nisi Eastwood vs. Hammond No. 5228 Equity - was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 17th day of March, 1927. The first insertion being made the 17th day of February, 1927.

The Capital Publishing Company
By H. L. Strange.

Order -

Ordered by the Court, this 23rd day of March, 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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.

John E. Seffell
vs.
Severn River Development
Company, Incorporated.

No. 5177 Equity.
In the Circuit Court for
Anne Arundel County.

Bill of Complaint. Filed Aug. 3rd. 1926.

To the Honorable the Judges of said Court:

The petition of John E. Seffell respectfully states:

First: That the Severn River Development Company Inc. is a corporation formed under the Laws of the State of Delaware but doing business exclusively in the State of Maryland, it being engaged in the Real Estate business principally on the Severn River in the Second District of Anne Arundel County, a certified copy of said incorporation is herewith filed and marked Exhibit "A."

Second: That said corporation is the owner of a large tract of land situated in Anne Arundel County on the Severn River containing in the aggregate about four hundred and fifty acres also a tract of land in Prince George's County containing about one hundred and fifteen acres, both tracts aggregating about five hundred and sixty five acres of land.

Third: That the principal interest and purpose of said corporation is to develop and sell said property in lots and with that end in view have borrowed large sums of money and secured the payment of said indebtedness by mortgages and promissary notes.

Fourth: That your petitioner the Plaintiff in this case is one of the largest stockholders in said Company.

Fifth: That said corporation is heavily indebted to various people which indebtedness is secured by mortgages and promissary notes, most of which are now in default.

Sixth: That the affairs of said corporation are grossly mismanaged, and as a result of said mismanagement, the said corporation has become insolvent and in unable to pay its obligations, and without the aid and intervention of this Court your petitioner and all other creditors of said corporation will suffer irreparable loss and injury.

Seventh: That the Defendant corporation has no resident agent within this State upon whom service of process can be served, but your petitioner is informed that Samuel Hyman is the Sales Manager for

said corporation.

Eighth: That your orator is informed that there are numerous Sales Contracts now outstanding upon which payments are being made, but for which payments no accounts are being rendered to your petitioner.

Ninth: That by reason of the allegations herein contained your orator has no plain, adequate or complete remedy at law for the wrongs and grievances herein mentioned and therefore prays the intervention of this Court to protect and preserve the rights of your orator in and about said premises, and for an order appointing a receiver forthwith to take charge and possession of said property, books, accounts, moneys, etc., belonging to said corporation, and also authorizing the said receiver to make sale and disposition of said property under the direction and control of this Court, and to pay off and liquidate said claims against said property and the balance if any there be to be disposed of according to the direction of this Court.

To the end therefore,

(1) That a receiver may be appointed to take charge of all of the property and effects belonging to the Severn River Development Company and to collect the debts due thereto and to dispose of the same under the direction of this Court.

(2) That the said Severn River Development Company may by injunction be restrained from selling or disposing of any of its property or effects and from intermeddling in any other manner with the business thereof.

(3) That an account of the business of the Severn River Company may be taken under the direction of this Court and that its property and effects may be applied to the payment of its debts and liabilities and the residue thereof be distributed among the stockholders according to their respective rights and interests.

(4) That your orator may have such other and further relief as his case may require.

May it please your Honor to grant unto your orator the writ of sub poena directed to the said Severn River Development Company the Defendant therein commanding it 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.

As in duty bound, etc.

Eugene P. Phillips,
Sol. for Plaintiff.

State of New York, New York County, to wit:

I hereby certify that on this 2" day of August in the year of our Lord nineteen hundred and twenty-six, before me the subscriber a Notary Public of the State of New York, in and for New York County, personally appeared John E. Gefaell plaintiff in the above entitled case and made oath in due form of law that the matters and facts set forth in the inclosed Bill of Complaint are true to the best of his knowledge and belief.

Witness my hand and Notarial seal the year and day first above written.

John E. Gefaell.
Affiant.

(Notarial Seal)

C. Eleanor Mac Lean,
Notary Public.

Ordered this 3rd day of August, 1926, by the Circuit Court for Anne Arundel County, in Equity upon the aforegoing Bill of Complaint and affidavit that the Defendant, Severn River Development Company, show cause, on or before the 25th day of August, 1926, why the prayer of the aforegoing Bill should not be granted, provided a copy of this Bill of Complaint and order be served on said defendant on or before the 10th day of August, 1926.

Robert Moss, A. J.

Exhibit "A" - Filed Aug. 3 - 1926.

Certificate of Incorporation of Severn River Development Company, Inc.

First: The name of this corporation is Severn River Development Company, Inc.

Second: Its principal office in the State of Delaware is to be located at 901 Market Street, in the City of Wilmington, County of New Castle, and the name and address of its resident agent is Corporation Service Company, 901 Market Street, Wilmington, Delaware.

Third: The nature of the business and the objects and

purposes proposed to be transacted, promoted and carried on, are to do any or all of the things herein mentioned, as fully and to the same extent as natural persons might or could do, viz:

To purchase or otherwise acquire, take, own, hold, mortgage or otherwise lien, lease, sell, exchange, transfer and in any manner whatever dispose of real property situated within or without the State of Delaware and in any part of the world, and in any manner whatever to deal in and with the same on commission or otherwise;

To transact a general real estate agency and brokerage business, including the management of estates; to act as agent, broker or attorney in fact for any persons or corporations in buying, selling and dealing in real property and any and every estate and interest therein, and choses in action secured hereby, judgments resulting therefrom, and other personal property collateral thereto, in making or obtaining loans upon such property, in supervising, managing and protecting such property and loans and all interests in and claims affecting the same, in effecting insurance against fire and all other risks thereon, and in managing and conducting any legal actions, proceedings and business relating to any of the purposes herein mentioned or referred to, to register mortgages and deeds of trust or real property or chattels real and all other securities collateral thereto.

To manufacture, purchase or otherwise acquire and to hold, own, mortgage, pledge, sell, transfer or in any manner dispose of, and to deal and trade in goods, wares, merchandise and personal property of any and every class and description and wherever situated.

To acquire the good will, rights and property and to undertake the whole or any part of the assets and liabilities, of any person, firm, association or corporation, to pay for the same in cash, the stock of this company, bonds or otherwise; to hold or in any manner to dispose of the whole or any part of the property so purchased, to conduct in any lawful manner the whole or any part of any business so acquired and

to exercise all the powers necessary or convenient in and about the conduct and management of such business.

To guarantee, purchase or otherwise acquire, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock, bonds or other evidences of indebtedness created by other corporations and while the holder of such stock to exercise all the rights and privileges of ownership, including the right to vote thereon, to the same extent as a natural person might or could do.

To purchase or otherwise acquire, hold, use, sell or in any manner dispose of and to grant licenses or other rights therein and in any manner deal with patents, inventions, improvements, processes, formulas, trade-marks, trade-names, rights and licenses secured under letters patent, copyrights or otherwise.

To enter into, make and perform contracts of every kind for any lawful purpose, without limit as to amount, with any person, firm, association or corporation, town, city, county, state, territory or government.

To draw, make, accept, endorse, discount, execute and issue promissory notes, drafts, bills of exchange, warrants, debentures and other negotiable or transferable instruments.

To issue bonds, debentures or obligations and to secure the same by mortgage, pledge, deed of trust or otherwise.

To purchase, hold, and re-issue the shares of its capital stock.

To carry on any or all of its operations and business and to promote its objects within the State of Delaware or elsewhere, without restrictions as to place or amount.

To carry on any other business in connection therewith.

To do any or all of the things herein set forth to the same extent as natural persons might or could do and in any part of the world, as principals, agents, contractors, trustees or otherwise, alone or in company with others.

Fourth: The total authorized capital stock of this corporation is Two Hundred and Fifty Thousand Dollars,

($250,000.00) divided into Two Thousand Five Hundred (2,500) shares of the par value of One Hundred Dollars, ($100.00) each.

The amount of capital stock, with which it will commence business, is One Thousand Dollars, ($1,000.00) being Ten (10) shares of the par value of One Hundred Dollars, ($100.00) each.

Fifth: The name and place of residence of each of the original subscribers to the capital stock and the number of shares subscribed for by each are as follows:-

Name	Residence	Number of Shares
S. L. Mackey	Wilmington, Delaware	4
L. C. Christy	Wilmington, Delaware	3
H. Kennedy	Wilmington, Delaware	3

Sixth: This corporation is to have perpetual existence

Seventh: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

Eighth: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the board of directors is expressly authorized:-

To make and alter the by-laws;

To fix the amount to be reserved as working capital and to authorize and cause to be executed mortgages and liens upon the property and franchises of this corporation;

If the by-laws so provide or by resolution passed by majority of the whole board, to designate two or more of their number to constitute an executive committee, which committee shall for the time being, as provided in said resolution or in the by-laws of this corporation, have and exercise any or all of the powers of the board of directors in the management of the business and affairs of this corporation and have power to authorize the seal of this corporation to be affixed to all papers which may require it;

From time to time to determine whether and to what extent and at what times and places and under what conditions and regulations the books and accounts of this corporation, or any of them other than the stock ledger shall be open to the inspection of the stockholders; and no stockholder shall have any right to inspect any account

or book or document of the corporation, except as conferred by law or authorized by resolution of the directors or of the stockholders.

If the by-laws so provide, the stockholders and directors shall have power to hold their meetings, to have an office or offices and to keep the books of this corporation (subject to the provisions of the statute) outside of the State of Delaware at such places as may from time to time be designated by them.

This corporation may in its by-laws confer powers additional to the foregoing upon the directors, in addition to the powers and authorities expressly conferred upon them by law.

The objects specified herein shall, except where otherwise expressed, be in no way limited nor restricted by reference to or inference from the terms of any other clause or paragraph of this certificate of incorporation. The objects, purposes and powers specified in each of the clauses or paragraphs in this certificate of incorporation shall be regarded as independent objects, purposes and powers.

The foregoing shall be construed both as objects and powers and the enumeration thereof shall not be held to limit or restrict in any manner the general powers conferred on this corporation by the laws of the State of Delaware.

This corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by law and all rights conferred on officers, directors and stockholders herein are granted subject to this reservation.

We, the Undersigned, being all of the original subscribers to the capital stock, for the purpose of forming a corporation, in pursuance of an Act of the Legislature of the State of Delaware, entitled "An act providing a general corporation law", (approved March 10, 1899) and the acts amendatory thereof and supplemental thereto, do make and file this certificate of incorporation hereby declaring and certifying that the facts herein stated are true and do respectively agree to take the number of shares of stock hereinbefore set forth, waiving all requirements of the statutes of the State of Delaware relating to notice of assessments on the stock hereby

subscribed, and accordingly hereunto have set our respective hands and seals this first day of April A.D. 1925.

In the presence of
Geo. G. Stiegler

S. L. Mackey (seal)
L. C. Christy (seal)
H. Kennedy (seal)

State of Delaware, County of New Castle, Ss:-

Be it Remembered, that on this first day of April A.D. 1925, personally appeared before me, the subscriber, a notary public for the State of Delaware, S. L. Mackey, L. C. Christy, H. Kennedy parties to the foregoing certificate of incorporation, known to me personally to be such and severally acknowledged that they signed, sealed and delivered the same as their several voluntary act and deed and that the facts therein stated were truly set forth.

Given under my hand and seal of office the day and year aforesaid.

Geo. G. Stiegler, Notary Public
Appointed Jan. 17, 1923
For the State of Delaware
Term of Office, Two Years

Geo. G. Stiegler
Notary Public.

I, Sylvester D. Townsend, Jr. Secretary of the State of Delaware do hereby certify that the above and foregoing is a true and correct copy of Certificate of Incorporation of the "Severn River Development Company, Inc.", as received and filed in this office the second day of April, A. D. 1925, at 9 o'clock A. M.

In Testimony Whereof, I have hereunto set my hand and official seal, at Dover, this twentieth day of July, in the year of our Lord one thousand nine hundred and twenty-six.

Corporate seal

S. D. Townsend Jr.
Secretary of State.

Summons-

Maryland, Set:

The State of Maryland

To Severn River Development Company, body corporate of Anne Arundel County, Greeting:-

You are hereby Commanded, 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 September next, to answer the complaint of John E. Gefaell against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.
Witness, the Honorable Francis Neal Parke, Chief Judge of the said Court, the 5th day of July, 1926.
Issued 3rd day of August, 1926.

Circuit Court Seal

Wm. Martin Brady, Clk.

Take Notice:- That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 6th day of September, 1926.
(Childs) Returnable first Monday, Sept. 1926.
Sol.
Summoned + copy left,
John Bowie, Sheriff.

Answer - Filed 26th August - 1926.
To the Honorable, the Judges of said Court:
The answer of Severn River Development Company, Incorporated to the bill of complaint of John E. Gefaell in the above entitled case, erroneously styled as a petition, respectfully represents unto Your Honors:-
1. Your respondent admits the allegations set forth in the first paragraph of the complainant's bill of complaint.
2. Answering the second paragraph of said bill of complaint, your respondent admits that it is the owner of a large tract of land on the Severn River, and also a large tract of land in Prince George's County, said land in Prince George's County being located on the Defence Highway, but your respondent states that the acreage as mentioned in the bill of the complainant is erroneous, and your respondent further states that all of the tracts of land owned by your respondent are heavily incumbered.
3. Your respondent admits the allegations as set forth in the third paragraph of the bill of complaint.
4. Answering the fourth paragraph of said bill of complaint, your respondent states that it does not have definite information as to the allegation made in said paragraph, and therefore is unable either to admit or deny said allegation; answering further said paragraph, your respondent says

that in the spring of 1925, the complainant and one Wilson L. Baker, Jr., and one William L. Shelton organized the said Severn River Development Company, Incorporated, and procured a charter from the State of Delaware; that it was understood that the said Baker and the said Shelton were to receive five hundred shares, each, of the corporate stock of your respondent, for services performed and to be performed in connection with the promotion of the interests of your respondent, and for the procuring of sales contracts, and for the handling and promotion of the business interests of your respondent, and the said John E. Sefaell, the complainant herein, was to receive five hundred shares of the stock of your respondent for services in financing all of the operations of your respondent; that the complainant represented himself as being a man of large financial means and well able to undertake the financing of all of the business of your respondent; your respondent believes, and therefore avers, that of the five hundred shares to have been issued to the said Sefaell, four hundred and ninety-nine shares were issued to his wife and one share was issued to himself, such issuance being made at the request of the said Sefaell; that the complainant herein is not a large stockholder of record; your respondent further states that the said complainant has failed to perform in any instance the duties devolving upon him, and has failed to procure any of the financing for the benefit of the Severn River Development Company, and has failed to meet the consideration for the issuance of said stock, and your respondent therefore avers that the said stock issued to the said complainant and his wife were issued without any consideration.

5. Answering the fifth paragraph of said bill of complaint, your respondent admits the allegations therein contained; further answering said paragraph of said bill of complaint, your respondent states that there are mortgages on the tracts of land on the Severn River aggregating over $109,000.00, together with interest, all of which said mortgages are now in

default, and that there are mortgages on the land on the Defence Highway aggregating over $39,000.00, all of which are in default, and that there are, to the knowledge of your respondent, four unsecured creditors, to wit: Lewis Baer Realty Company on three promissory notes payable to Roy H. Nichols, due July 13, 1926, on which there is a balance, including interest, of approximately $3,000.00; there is due to one Isaac L. Rosenthal and open account $600.00 for monies loaned and advanced; there is due to Severn Homes, Incorporated on open account $450.00 for monies loaned and advanced; there is due to Herald Harbor, Incorporated a sum of money over $16,000.00 for monies loaned and advanced for the payment of sales commissions, office expense, advertising, and other expenses in liquidation of smaller obligations of the said Severn River Development Company, Incorporated and for current operating expenses of your respondent; that said indebtedness to Herald Harbor, Incorporated is partly secured by hypothecation of contracts receivable; that said security is inadequate by reason of the fact that unless the business of said defendant corporation can be allowed to continue, there will be an utter cessation of the payment on the contracts receivable, due to the lack of ability on the part of your respondent to deliver deeds to the land covered by said contracts; that in addition to said creditors hereinabove mentioned, there are some lot purchasers who have fully paid for lots, but your respondent is unable to give them deeds due to the wrongful appropriation of funds by the complainant as hereinafter set forth, which funds were necessary to procure the release of the said lots from the operation of the existing mortgages; that in addition to said persons who have paid for their lots in full, there are numerous other lot purchasers who have paid on account; that all of said lot purchasers are creditors of your respondent and are entitled to have their rights protected by this Honorable Court.

6. Answering the sixth paragraph of said bill of complaint, your respondent says that the complainant in this case is a stockholder of record, a director, and the treasurer of the said defendant

corporation, and as to his allegations of mismanagement, your respondent says that all of the mismanagement of said corporation has been due to the wrongful acts of the said John E. Gefaell, the complainant herein; that he has consistently refused to allow to be done such things as were necessary to properly maintain the credit of your respondent; that he has failed to fulfill the consideration for the issuance of his stock; that the present condition of said corporation is due to the wrongful withdrawal of funds belonging to your respondent by the complainant; that he has secured the payment unto himself of large sums of money which properly belong to the creditors of said corporation; that in order to secure funds for the payment unto himself of certain alleged obligations the said complainant has pledged the credit and property of your respondent; that he made a note on behalf of the corporation unto one Ridgely P. Nelson for the sum of $15,000.00, and, after securing the liquidation of a certain indebtedness out of part of the proceeds, he fraudulently procured the payment of the balance, consisting of some $3400.00, unto himself personally; that your respondent further alleges that the said John E. Gefaell, the complainant herein, did, without the authority of the Board of Directors of the corporation first had and obtained, procure a mortgage for $6,000.00 upon the land situated on the Defense Highway, Prince Georges County belonging to your respondent, and did, by fraudulent misrepresentation, cause the proceeds of said mortgage, to wit, about $8600.00, to be diverted to his own personal use, and that your respondent has received no benefit from said mortgage funds; although it is liable for the payment of the obligation; your respondent further alleges that the said John E. Gefaell caused such withdrawals, as well as other withdrawals, to be made, knowing that your respondent was unable to meet its obligations in due course and believing it to be insolvent, and causing said funds to be diverted to his own use, despite his knowledge as treasurer and as director that there were claims of creditors due and unsatisfied, and that the corpora-

tion would not have funds with which to pay said creditors.

7. Your respondent admits such allegations made in the seventh paragraph of the complainant's bill of complaint as may be relevant.

8. Answering the eighth paragraph of said bill of complaint, your respondent admits that there are sales contracts outstanding on a certain portion of the land of your respondent, but denies that the complainant is entitled to any accounting for the reasons hereinabove and to be hereinafter mentioned, but your respondent states that it is entitled to an accounting for the monies wrongfully obtained by the complainant and belonging to your respondent.

9. Answering the ninth paragraph of said bill of complaint, your respondent states that the said John E. Gefaell is entitled to no relief whatsoever, either at law or in equity.

10. And further answering said bill of complaint, your respondent states that some time ago the complainant did, by means of coercion, cause to be issued unto him by the officers of your respondent a promissory note in the sum of $11,000.00, and that your respondent has no knowledge of the exact date, due to the wrongful possession by the complainant of the necessary records of your respondent; that said note was given for an alleged indebtedness; that your respondent never was indebted unto the said John E. Gefaell, complainant, but on the contrary, the said John E. Gefaell had never fulfilled the conditions precedent to the issuance to him or his wife of the said five hundred shares of stock, and is therefore indebted unto your respondent; that some time after the issuance of said $11,000.00 note, the said complainant did procure the issuance by the proper officers of your respondent of a promissory note for $14,000.00 unto himself; that said note was intended by the parties to be in liquidation of the said $11,000.00 note and to cover an alleged additional indebtedness; that said alleged additional indebtedness, as well as said original alleged indebtedness, are not bona fide obligations of the corporation; that said note for $11,000.00 was to

be returned upon the issuance of said $14,000.00 note, but same is still in the possession of the said complainant, and that he has pledged and hypothecated said $14,000.00 note unto one Ridgely P. Melvin as an indemnity for the performance of certain things which the complainant has failed to perform; that by reason of the wrongful acts of the complainant hereinabove mentioned, your respondent has been constantly in lack of funds, and that in order to preserve the assets of your respondent the other stockholders, to wit, the said Wilson L. Baker, Jr., and the said William C. Shelton have been compelled to advance large sums of money for the preservation of the assets of your respondent.

11. And further answering said bill of complaint, your respondent states that by reason of the wrongful acts of the said John E. Stefaell, complainant herein, as a director and as an officer and subscriber to the capital stock, your respondent has been placed in a position where it is unable to meet its obligations in due course, and consents to the appointment of a receiver for the preservation of the assets of said corporation and the protection of the interest of the general creditors and of the lot purchasers.

12. And further answering said bill of complaint, your respondent states that the withdrawal of funds belonging to your respondent by said complainant has been a fraud upon the rights of the creditors and of the lot purchasers, as well as upon your respondent and its other stockholders, and your respondent states that the said John E. Stefaell, complainant herein, should be compelled to discover unto the receiver to be hereafter appointed and to pay over to him any and all monies heretofore diverted from the company's funds unto himself.

Having fully answered said bill of complaint, your respondent prays that it be dismissed with its costs.

Severn River Development Company Incorporated
By Wilson L. Baker, Jr.
President, Respondent.

Myron L. Cotton
Solicitor for Respondent.

District of Columbia, to wit:

I Hereby Certify that on this 21st day of August, 1926, before the subscriber, a Notary Public of the District of Columbia, personally appeared Wilson L. Baker, Jr., President of the Severn River Development Company, Incorporated, and made oath in due form of law that the matters and facts set forth in the foregoing answer are true, to the best of his knowledge, information and belief.

Witness my hand and notarial seal.

Fred C. Spaulding
Notary Public.

Petition - Filed 27th August - 1926.

To the Honorable, the Judges of said Court:

The petition of Lewis Baer Realty Company, a corporation, and H. C. Forney respectfully represents unto your Honors.

First:- That a bill of complaint was filed in this Honorable Court on the third day of August, 1926 by John E. Gefaell, a stockholder of the Severn River Development Company and prayed for the appointment of a Receiver, and that on the day of August, 1926, the said Severn River Development Company Inc., defendant, filed its answer, admitting the insolvency of said Corporation and consenting to the appointment of a Receiver, both said bill and answer being filed in the above entitled case.

Second:- That, in the answer filed by said Severn River Development Company, it is alleged that the said John E. Gefaell, the plaintiff, in this case, who, your petitioner is informed, is a stockholder, director and officer of said defendant Corporation, performed certain acts of malfeasance and that the present financial condition of said defendant Corporation is primarily due to the wrongful withdrawal, by the said plaintiff, John E. Gefaell, of funds which should have been applied to the liquidation of the obligations of the defendant Corporation.

Third:- That your Petitioner, the said Lewis Baer Realty Company is an unsecured creditor of the said defendant Corporation, being a bona fide holder of three promissory notes made by said

Severn River Realty Company on the 13th day of April, 1925, which said notes are now over due and unpaid, the amount due and owing to your Petitioner being the balance due on said notes plus interest due thereon, amounting to approximately $300.

Fourth:- That your Petitioner, H. C. Forney is one of a number of lot owners and a purchaser of a lot or lots from said Severn River Development Company and has paid the sum of $220.00 on account of the purchase of his lots.

Fifth:- Your Petitioners also allege that there are other unsecured creditors of said Severn River Development Company and there are other lot owners in a position similar to that of your petitioners.

Sixth: That the only assets of said defendant, the Severn River Development Company, consist of real estate and certain sales contracts receivable, and in as much as the interests of certain lienholders as mortgagees, are amply secured by said real estate, it is really the interests of the unsecured creditors and the purchasers of lots, or lot owners, which are in jeopardy and for that reason, more than any other, the said unsecured creditors and lot owners need, and are entitled to the protection of this Honorable Court, and your petitioners believe that a Receiver should be appointed who will properly represent the said unsecured creditors and lot owners in the protection of their interest in this cause.

Wherefore your Petitioners pray this honorable Court to pass an order, appointing who is a disinterested party and who can properly represent the unsecured creditors and lot owners, as a Receiver for the assets of the said Severn River Development Company, Inc.

And as in duty bound, etc.

Corporate seal

Lewis Baer Realty Company
By Lewis Baer,
President.

Benjamin Michaelson
Solicitor for Petitioners.

Petitioner.

H. C. Forney.
Petitioner.

State of Maryland, City of Baltimore, to wit:
I hereby certify that on this 27th day of August, 1926, before me, the subscriber a Notary Public in and for Baltimore City aforesaid, personally appeared Lewis Baer, President of the Lewis Baer Realty Company, and made oath in due form of law that the matters and things 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

Southey F. Miles,
Notary Public.

District of Columbia, City of Washington, to wit:
I hereby certify that on this 27th day of August, 1926, before me, the subscriber a Notary Public in and for the City of Washington aforesaid, personally appeared H. P. Forney and made oath in due form of law that the matters and things 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

Fred R. Spaulding
Notary Public

Order Appointing Receivers - Filed 28 Aug. 1926.
Ordered this _____ day of _____ 1926, by the Circuit Court for Anne Arundel County, upon the aforegoing bill affidavit and exhibit, that Eugene P. Childs, Benjamin Michaelson, Myron S. Cotton be, and they are hereby appointed receivers, with power and authority to take charge and possession of the lands, tenements, hereditaments, chattels, goods, wares, merchandise, books, papers and effects of and all other property belonging to the Severn River Development Company, Incorporated and to collect the outstanding debts due to the Severn River Development Company, Inc., and the said Severn River Development Company, Inc., its servants and agents and each of them are hereby required to yield up and deliver to the said receivers all of the lands, tenements, chattels, goods, wares, merchandise, books, papers and effects of said corporation subject nevertheless to the further direction of this Court.
And it is further ordered that before the said Receivers proceed to act as receivers by virtue of

this order, they shall give bond to the State of Maryland in the penalty Fifty Thousand dollars, with a surety or sureties to be approved by this Court, or the Clerk thereof, and conditioned for the faithful performance of the trust reposed in them by this order, or which may be reposed in them by any further decree or order in the premises.

Robert Moas, A.J.

Receiver's Bond - Filed and approved 31" day Aug. 1926.

Know all Men by these Presents,

That we, Eugene P. Childs, Benjamin Michaelson, and Myron S. Cotton, as principals, and the American Surety Company of N.Y., a body corporate, as Surety, are firmly held and bound unto the State of Maryland in the full and just sum of Fifty Thousand Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 28th day of August, 1926.

Whereas, by an order of the Circuit Court for Anne Arundel County, in Equity, bearing date on the 28th day of August, 1926, and passed in a cause in said Court wherein a certain John E. Gefaell is plaintiff and the Severn River Development Co., Inc., is defendant, the above bounden Eugene P. Childs, Benjamin Michaelson and Myron S. Cotton have been appointed receivers, with the power and authority to take charge and possession of the goods, wares and merchandise, property, books, papers and effects, lands tenements, hereditaments and chattels of, or belonging to, the said Severn River Development Co. Inc., and to collect the outstanding debts due to said firm.

Now the condition of the above obligation is such, that if the above bounden Eugene P. Childs, Benjamin Michaelson and Myron S. Cotton do and shall, well and faithfully, perform the trust reposed in them by said order, or that may be reposed in them by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in

full force and virtue in law.

Test: V. M. Perlitz

Attest: C. H. Arnold, Resident Ass't. Sec'y.

Corporate seal

Eugene P. Childs (seal)
Benjamin Michaelson (seal)
Mayron S. Cotton (seal)
American Surety Co. of New York,
By H. L. Haight
Resident Vice-President.

Petition for Receivers to employ certified public Accountant. Filed 15th September, 1926.

To the Honorable the Judges of said Court:

The petition of Eugene P. Childs and Benjamin Michaelson two of the receivers in the above entitled case respectfully shows:

That the conditions of the books in the above entitled case are such that your petitioners are unable to intelligently deal with the affairs of said corporation and that they feel it is necessary that the books be audited by a certified public Accountant in order that they may be in a position to act intelligently in the matter.

To the end therefore, your petitioners pray the Court to pass an order authorizing and directing them to have a certified public Accountant audit the accounts of the Severn River Development Company, Incorporated.

Benjamin Michaelson,
Eugene P. Childs,
Solicitor for Defendants.

On the aforegoing petition it is this 14th day of September in the year 1926 ordered that the receivers of the Severn River Development Company Incorporated are hereby authorized and directed to have the books of said Company audited by a certified public Accountant and that they be allowed in their account the reasonable fee for the same.

Robert Moss, A. J.

Petition of Receivers and Order & Decree of Sale - Filed October 15th, 1926.

To the Honorable, the Judges of said Court:

The petition of Benjamin Michaelson, Eugene P. Childs and Mayron S. Cotton, Receivers for Severn River Development Company, Incorporated, respectfully represents

unto Your Honors:-

1. That by virtue of a decree passed in the above entitled case, your petitioners were appointed receivers for the Severn River Development Company, Incorporated, and have qualified by filing their duly approved bond.

2. That your petitioners hold as receivers aforesaid title to two parcels of land situated in the Second Election District of Anne Arundel County, subject, however, to five mortgages; that the first of said tracts is known as the Henry Tract, and contains about three hundred and thirty-four acres, more or less, and is described in a deed from Aaron Strauss and Lillie Strauss to the Severn River Development Company, Incorporated, dated August 31, 1925, and recorded among the Land Records of Anne Arundel County, in Liber N. M.B. No. 8, folio 446, and the other tract is known as the Phillips tract, and contains about one hundred and forty nine and sixty-four one-hundredths acres, more or less, and is described in a deed from John E. Gefaell and wife to the said Severn River Development Company, Incorporated, dated August 5, 1925, and recorded among said Land Records in Liber N. M.B. No. 7, folio 287; that the mortgages on said two tract are as follows: first mortgage on the Henry tract to the Annapolis Savings Institution, $10,500; second mortgage on same to Robert G. Henry, $2,750; third mortgage on same to Aaron Strauss and Lillie Strauss, $15,650; first mortgage on Phillips tract to Sun Mortgage Company, balance $31,900; second mortgage on same to Ridgely P. Melvin, assignee, $15,000, and a blanket mortgage on both tracts to the Annapolis Banking & Trust Company, on which, your petitioners are informed, there is a balance due amounting to $9,750.

3. That your petitioners are informed, that the total mortgage indebtedness on said two tracts of land, together with interest to September 1, 1926, amounts to $102,767.42; your petitioners are further informed that all of said mortgages are in default, and that foreclosure proceedings are imminent. That the above figures as well as all other figures mentioned in this report have been supplied by N. Albert Johnson, Certified Public Accountant, as appears by copy of his audit filed herewith and marked

"Exhibit No. 1".

4. That it appears by said audit that the total sales of said Severn River Development Company amounts to $60,220.40 of said sum $21,925.68 has been paid in by lot purchasers and the balance amounting to $38,291.72 remains unpaid, that by virtue of the insolvency of said Corporation and inability of your petitioners to give deeds to lot purchasers, the balance due by them is not a realizable asset and the amount paid in by the lot purchasers is a liability of the Corporation; that there are sundry small accounts payable amounting to $1268.84 and there are notes payable amounting to $3908.13, and there is a claim of $14,121.06 due to Herald Harbor Incorporated, secured in part by contracts receivable; that other contracts receivable have been pledged to the Annapolis Banking & Trust Company as additional security for its mortgage.

5. Your petitioners are informed that in the event the mortgages are foreclosed a sufficient sum of money would not be realized at foreclosure proceedings to pay the entire mortgage liens, and that as a result, the junior liens would suffer; that the collateral pledged with the Annapolis Banking & Trust Company and Herald Harbor, Incorporated would, under such circumstances, be worthless; that the interest and equity of all the lot purchasers would be entirely wiped out by mortgage foreclosure proceedings, and the sums of money heretofore paid by such lot purchasers would be entirely lost by them;

6. That your petitioners are in receipt of an offer for the purchase of said two tracts of land as aforesaid, which offer is made on behalf of the Arundel Land Corporation, a Maryland Corporation and your petitioners are informed that said purchaser is well able to fulfill the obligations assumed by it, and is backed by responsible persons; that said offer is to take over the said two tracts of land as of September 1, 1926, as well as the contracts receivable for the purchase of lots, and the said purchaser is to assume, in addition to the said mortgage obligations, the obligation to give deeds to the lot purchasers who have paid in full for their lots and to permit the remaining lot purchasers to pay

the balance on their contracts and receive deeds, thus protecting the equities of those lot purchasers who have not as yet paid in full; that the offer also contains to provision to pay to Herald Harbor, Incorporated the sum of $5000.00 in order that it might release its lien on the contracts receivable held by it for the purpose of perfecting title in the proposed purchaser; that said offer also includes payment of the expenses of these proceedings to date; that said offer is hereto attached and is marked "Petitioner's Exhibit No. 2".

7. That your petitioners believe that the real parties in interest are the lot purchasers who have paid in $21,925.68; that this offer, your petitioners feel will amply protect the lot purchasers, as well as the lien holders; that the most of the other general creditors to wit: the holders of the notes payable listed in said audit, in the name of R. W. Nichols, has signified his intention to your petitioners to consent to the proposed sale; that the said Severn Homes, Incorporated and Isaac C. Rosenthal have also so consented to your petitioners to the making of this sale; that the balance of said creditors could be satisfied out of the other assets of the Corporation.

8. That your petitioners feel that this offer is the best offer that could be obtained under all the circumstances and that it is fair and equitable and that it would be of advantage to the estate that same be accepted by this Honorable Court.

Wherefore your petitioners respectfully pray this Honorable Court to pass an order authorizing your petitioners to convey to the said Arundell Land Corporation the said two tracts of land and the contracts receivable in connection therewith, subject to the terms and conditions of this offer.

And as in duty bound etc.

Benjamin Michaelson
Eugene P. Childs
Myron H. Cotton
Petitioners.

State of Maryland, Anne Arundel County, to wit:
I hereby certify that on this eleventh day of October in the year Nineteen Hundred and Twenty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Benjamin Michaelson and Mypon S. Cotton, two of the petitioners above mentioned, and they made oath in due form of law that the matters and facts as set forth in the foregoing petition are true, to the best of their knowledge, information and belief.
Witness my hand and Notarial Seal.

Notary Seal

Rose R. Garner
Notary Public.

Receivers' Exhibit No. 2 - Offer of Purchase - Filed Oct. 15-1926.

Baltimore, Md. Oct 12-1926.

Messrs. Eugene P. Shulds, Benjamin Michaelson and Mypon S. Cotton, Receivers for The Severn River Development Company, Inc.

Gentlemen:-

We understand that subject to the mortgages hereinafter mentioned, you are holding as Receivers for Severn River Development Company Inc., two tracts of land located on the south side of the Severn River, in the Second Election District of Anne Arundel County, and known as the Henry and Phillips Tracts, respectively, the Henry tract containing about three hundred and thirty-four acres, more or less, and described in a deed from Aaron Strans and Lillie Strans to the Severn River Development Company, Inc., dated August 31, 1925, and recorded among the Land Records of Anne Arundel County, in Liber N. M. B., 8, Folio 466; the Phillips Tract containing about one hundred and forty-nine and sixty-four one hundredths acres, more or less, and described in a deed from John E. Gefaell and wife to the said Severn River Development Company, Inc., dated August 5, 1925, and recorded amongst said Land Records, in Liber N. M. B. 7, Folio 277.

We are also informed that the said company made a number of conditional sale contracts with various purchasers of lots in said two tracts; that

some of these purchasers have paid in full for their lots, but have not received deeds; that the total amount paid by all purchasers, including those who have paid in full and those who have paid on account, aggregates $21,925.68; and the balance due and owing on contracts aggregates $38,291.72, and is payable in installments during a period of time with varying maturities.

We are informed that the mortgages on these tracts are in default, and that if sold under foreclosure proceedings, the properties would not bring enough to pay all of the mortgages, and that in such event the lot purchasers would lose all amounts paid by them.

We understand that some of the conditional sale contracts have been pledged to Herald Harbor, Inc., to secure a claim of the said Herald Harbor, Inc., against the Severn River Development Company, Inc., amounting to $14,121.06; that the balance due on said pledged contracts amounts to $10,213.90; that contracts amounting to $8,353.32 are held by the Annapolis Banking + Trust Company as additional security for its mortgage claims.

We are informed that the liens on said two tracts of land as of September 1, 1926 are as follows:

1926 tax levy $548.21, two months from July 1 to September 1	$91.37
First mortgage on Henry tract to Annapolis Savings Institution	10,500.00
Interest from Dec. 7, 1925 to Sept. 1, 1926	567.00
Second mortgage on Henry tract to Robert J. Henry	27,000.00
Interest from Jan. 13, 1926 to Sept. 1, 1926.	1,026.00
Third mortgage on Henry tract to Aaron and Lillie Strans	15,650.00
Interest from Feb. 28, 1926 to Aug. 31, 1926	469.50
First mortgage on Phillips tract to Sun Mortgage Company, balance	31,900.00
Interest from April 19, 1926 to Sept. 1, 1926	701.80
Second mortgage on Phillips tract held by R. A. Brelsin	15,000.00
Interest from July 28, 1926 to Sept. 1, 1926	82.50
Blanket mortgage on Henry and Phillips tracts to Annapolis Banking + Trust Company	9,750.00
Interest from Aug. 12, 1926 to Sept. 1, 1926	29.25
	$112,767.42

We are willing to take over said two tracts of land subject to the aforementioned liens, provided we can also obtain title to the conditional sale contracts. This offer is made subject to the ratification by the Circuit Court for Anne Arundel County and subject also to your being able to deliver title satisfactory to the Maryland Title Guarantee Company.

We are informed that the Annapolis Banking & Trust Company would be willing to release its lien on the contracts held by it in the event our offer is accepted, and in order to gain title to all of the conditional contracts receivable, we are willing to pay $5,000.00 to Herald Harbor, Inc., for the purpose of having it release its lien on said installment contracts.

The consideration for the sale, which is to pass upon the execution and delivery of proper deeds and assignments, is to be as follows: (1) The taking of title to said property subject to the aforesaid liens aggregating, as of September 1, 1926, $112,767.42; (2) such sums as will cover the court costs in the proceedings of which you have been appointed receivers, together with such reasonable compensation as the Court may fix for the receivers in the case for their services to date; (3) $5,000.00 to be paid by the undersigned to Herald Harbor, Inc., for the purpose of releasing its lien.

If we should acquire the property, we agree to issue deeds to all those lot purchasers who have paid for their lots in full, and the other lot purchasers will have an opportunity to pay the balance of the installments payable by them in order to obtain title to the lots purchased by them.

Very truly yours
Arundel Land Corporation
By Aaron Strand,
President.

Report of Appraisers - Filed Oct. 15-1926.

Messrs. Eugene Childs, Benjamin Michaelson and Myron S. Cotton, Receivers for the Severn River Development Co., Inc.

Gentlemen:

Pursuant to your request for appraisement of the two tracts of land lying in the Second District of Anne Arundel County, on the south shore of Severn River, known as the Henry and Phillips tracts, contain

ing about three hundred and thirty four (334) acres, more or less, and now held by you as Receivers for the Severn River Development Company, Inc., we beg herewith to submit a report of our findings:

On October 12", 1926 we carefully inspected the two tracts of land and their improvements. We found that this property had approximately a frontage, on what is known as "Little Round Bay" Severn River and Brown's Cove, of ten thousand feet. The land is rolling and most of it commands a picturesque view of the waters of Severn River and Little Round Bay. The improvements consisting of several dwellings and outbuildings are in fair condition.

After due consideration, in our opinion, a fair valuation of the two tracts, at this time is in the neighborhood of One hundred and twenty thousand ($120,000.00) dollars, but in our opinion it would be wise for the Receivers in view of the various liens and other complications involving the two tracts to accept the offer of One hundred and twelve thousand, seven hundred and sixty seven dollars and forty two cents ($112,767.42) made you by the Arundel Land Corporation.

Respectfully submitted,
Charles F. Lee
J. C. Brewer

Receivers' Report of Sale + Order Nisi - Filed 19" October, 1926.

To the Honorable, the Judges of said Court:

The Report of Benjamin Mickhaelson, Eugene P. Childs, and Neyron S. Cotton, Receivers in the above entitled matter, appointed by a decree of this Court, passed in the above entitled cause, dated 28th day of August, 1926, respectfully shows:-

1. That pursuant to an order of this Honorable Court passed on October 15, 1926, authorizing the said Receivers to accept the offer of the Arundel Land Corporation, filed in the above cause and marked "Receiver's Exhibit No. 2", the said Receivers did on October 18, 1926, sell to the said Arundel Land Corporation, subject to the terms and conditions of said offer of purchase, which are as follows:

a. The assumption of all liens against said

property as of September 1, 1926 which amount to, as of that date, One Hundred and Twelve Thousand, Seven Hundred and Sixty-seven Dollars and Forty-two cents ($112,767.42).

B. The assumption of the obligation to lot purchasers to give them deeds when and as they shall have paid for their lots in full and to have such lots released from operation of the mortgages, the amount paid in to September 1st., being $21,925.68.

C. Your petitioners are to convey to said purchaser title to all accounts receivable on which there is a balance due amounting to $38,291.72.

D. The payment by the purchaser to Herald Harbor Inc. the sum of $5,000.00 on account of its claim amounting to $14,121.06 and the surrender by said Herald Harbor of contracts pledged as collateral amounting to $10,213.90, so that said pledged contracts may be delivered by your petitioners in accordance with the terms of said offer.

E. The payment by the purchaser of all Court costs in these proceedings together with such reasonable compensation as the Court may fix for your petitioners in this case for their services to date.

All of the two tracts or parcels of land situate, lying and being in the second Election District of Anne Arundel County, Maryland, located on the south side of the Severn River, and known as the Henry and Phillips Tracts respectively, the Henry Tract containing about three hundred and thirty-four acres of land, more or less, and described in a deed from Aaron Strauss and Lillie Strauss to the Severn River Development Company, Inc., dated August 31, 1925 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 8, folio 466; the Phillips Tract containing about one hundred and forty-nine and sixty-four one-hundredths acres, more or less, and described in a deed from John E. Gefaell and wife to the said Severn River Development Company Inc., dated August 5, 1925, and recorded among said Land Records in W.M.B. No. 7, folio 277.

2. That the aforesaid terms of sale and purchase price are the highest and best that could be obtained by the said Receivers under all the circumstances, and that said sale was fairly made.

Respectfully submitted,

Benjamin Michaelson
Eugene P. Childs
Myron S. Cotton
Receivers for the Severn River
Development Company, Inc.

State of Maryland, Anne Arundel County, to wit:
I hereby certify that on this 19th day of October, 1926, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Benjamin Michaelson, Eugene P. Childs and Myron S. Cotton, Receivers 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 their knowledge and belief, and that the said sale therein reported was fairly made. Witness my hand and Notarial Seal.

Notary Seal

Laura R. Jickling,
Notary Public.

Order Nisi.
Ordered this 19th day of October, 1926, that the sale of the property mentioned in these proceedings, made and reported by Benjamin Michaelson, Eugene P. Childs and Myron S. Cotton, Receivers for the Severn River Development Company, Incorporated, be ratified and confirmed unless cause to the contrary be shown on or before the sixteenth day of November, 1926; provided that a copy of this Order be inserted in the Maryland Gazette and in the Baltimore Sun at least once in each of three successive weeks before the sixteenth day of November, 1926.
The report states the amount of sale to be 112,767.42

Wm. Martin Brady, Clk.

Publisher's Certificate.

Annapolis, Md. Nov. 5th 1926.

We hereby certify, that the annexed Order Nisi Gefaell, Equity No. 5177 was published in the Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for Three successive weeks before the 16th day of November, 1926. The first insertion being made the 21st. day of October, 1926.

The Capital Publishing Co.
By Louise F. Cloff.

Publisher's Certificate-

Baltimore, Dec. 22nd. 1926.

We Hereby Certify, That the annexed advertisement of Benjamin Michaelson, E. P. Childs, M. S. Cotton, Receivers for The Severn River Dev. Co., Annapolis, Md., Sale of Property was published in "The Sun", a daily newspaper printed and published in the City of Baltimore, Morning Sun, Oct. 21, 28 + Nov. 4/1926 Legal Notice. first insertion Thursday morning Oct 21st. 1926.

A. S. Abell Company,
Per H. G. Schmidt.

Ordered this 24th day of December 1926. That the sale made and reported by the Receivers in this case be and the same is hereby finally ratified and confirmed; no sufficient cause to the contrary have been shown although due notice of the same has been given by Order Nisi published as required by the Court's order of Oct. 15th 1926 This order of ratification to be read in connection with the Courts terms and conditions as set out in its opinion and order this day filed.

Robert Moss, A. J.

Receivers' Exhibit No. 1- Filed Oct. 15th, 1926.

Oct. 1- 1926.

Messrs. Benjamin Michaelson, Eugene P. Childs, and Myron S. Cotton, Receivers, for Severn River Development Company, Annapolis, Md.

Gentlemen:

Pursuant to engagement I have made an audit of the books and records of Severn River Development Company for the period ended August 31, 1926, and I submit the result by way of the following Exhibits and Schedules:

Exhibit

"A"- Balance Sheet, as of August 31, 1926.

Schedule 1- Schedule of lots contracts, payments, etc.

2- Summary of account with Herald Harbor, Inc.

3- Schedule of Mortgages Payable and accrued interest.

"B"- Balance Sheet, after eliminating accounts representing real estate holdings in Prince George County and underlying mortgages, as of August 31, 1926.

The accompanying Balance Sheet presents the financial situation of the Company on August 31, 1926, as disclosed by the books of account, after making necessary adjustments as disclosed by the audit. Verification has not been made of the accounts shown to be due Messrs. Gefaell, Baker and Shelton, of the cost of the real estate owned in Prince George County and the underlying mortgages, commissions due salesmen and sundry accounts payable.

An analysis of the balance Sheet discloses total assets of $158,241.41 and liabilities of $193,115.43, without taking into consideration as a liability, the amount due the promoters. Excluding from the Assets the cost of the real estate situated in Prince George County, and from the liabilities the mortgages against this property, total assets amount to $124,516.51 with liabilities amounting to $153,899.76.

Cash -	On hand	.56
	On deposit - Merchants Bk. & Tr. Co.	105.27
		$105.83

This has been verified by actual count, as to the cash on hand, and examination of the bank statement as to the amount on deposit.

Accounts Receivable -

Herald Harbor Light + Water Co.	$700.00
Shelton, Baker Inc.	263.78
	$963.78

The amount charged against the Herald Harbor Light + Water Company is thought to be an account receivable and collectible. This was not confirmed by correspondence with the debtor, but was discussed with Mr. L. A. Ryan of Herald Harbor Inc. The balance of the account of Shelton, Baker Inc., is likewise unconfirmed. The account represents two disbursements amounting to $273.78, less a credit of $10.00. Payments were made by the Severn River Development Company as follows:-

March 19, 1926	Munsey Trust Company part payment, interest and protest - account of 2814 Wisconsin Avenue.	$173.78
March 24, 1926	Wardman Construction Co. 2814 Wisconsin Ave.	100.00
		$273.78

Amounts unpaid on Lot Contracts are not shown as accounts receivable as the Company is unable to transfer, at this time, title to any purchasers who might have completed payments under their purchase agreement. The amounts so paid have been treated on the Balance Sheet as a Liability.

Real Estate-

Henry & Phillips tracts	$119,650.00
Development expenses	3,796.90
	$123,446.90
Prince George County land	33,724.90
	$157,171.80

The cost of the Henry tract, containing about 334 acres and of the Phillips tract, containing about 149 acres, was $64,650.00 and $55,000.00 respectively. Costs expended to date in the development of the property are as follows:

Roads and development	$1,325.80
Staking	1,519.60
Survey Expense	951.50
	$3,796.90

Mortgages, including accrued interest, amounting to $112,076.05 are outstanding against this property.

The real estate situated in Prince George County is presumed to comprise the following tracts:

The Independent Ice Farm containing about 136 acres,
The Amis tract containing about 22 acres,
The Heim property - acreage unknown.

It has been impossible to determine the exact cost of this property, the amount stated on the Balance Sheet having been arrived at from information gathered from various sources, as follows:-

Independent Ice Farm and Amis tract-

Assumption by Severn River Development Company of outstanding mortgages totaling	$26,845.00
Cash payments to Herald Hills, Inc.	2,500.00
Survey expenses	286.25
Taxes and interest, etc. on Ice Farm	1,093.65
	$30,724.90
Heim Property - as per copy of memo of settlement	3,000.00
	$33,724.90

Accounts Payable:

In addition to its mortgages, the principal indebtedness of the Company is to purchasers of lots and to Herald Harbor, Inc. A detailed check has been made

of the accounts of all lot purchasers, a summary of these accounts being attached hereto. It appears that assignments of accounts have been made to the Annapolis Banking and Trust Company and to Herald Harbor, Incorporated, the assigned accounts being noted on the schedule.

A summary of the account with Herald Harbor, Inc., is submitted herewith showing a balance of $14,121.06. In addition to credits resulting from a division of the administration expenses of the two companies which were paid by Herald Harbor, Inc., apportioned on the basis of the sales of the respective companies, Herald Harbor made sundry cash advances besides occasional expense payments for Severn River Development Company. These were offset, in part, by cash payments by Severn River Development Company and collections from lot purchasers whose accounts had been assigned to Herald Harbor, Inc. An audit of collections from lot purchasers revealed some discrepancies which have been considered in arriving at the amount shown by the Balance Sheet as being due Herald Harbor.

The transactions represented by the account of Herald Harbor are apparently regular, the distribution of administration expense having been verified by the auditor of Herald Harbor, Inc. For purposes of this statement amount credited to Herald Harbor Incorporated for expenses has been accepted as stated on the books of the Company.

Advances by Severn Homes Incorporated and Isaac C. Rosenthal did not pass through the records but appear to be proper credits on the books of the Company.

Salesmen's commissions payable, amounting to $162.84 have not been verified. Balances appearing to the credit of salesmens accounts on the records are as follows:

H. C. Forney	$40.00
R. E. Blake	35.34
P. Meyers	18.90
C. E. Ryan	4.00
M. E. Hyman	17.10
— — Benjamin	35.00
S. A. Ryan	12.50
	$162.84

Officers of the company state that all sundry invoices have been taken care of by Herald Harbor Incorporated except a charge of $56.00 by the Corporation Service Company of Wilmington Delaware.

Notes Payable.

J. E. Gefaell	$700.00
R. M. Nichols	2695.00
	$3395.00

The note held by J. E. Gefaell is dated September 1, 1925 and was given in exchange for a cash loan. While there no record on the books of any other note having been given to Mr. Gefael it is understood that a note for $11,000.00 was issued to cover advances made as of a certain date, and that when the advances increased to $14,000.00 a note for this amount was issued. The original note has not been returned to the company and it is understood that it is now in the possession of Mr. Gefael.

The note for $14,000.00 is said to have been transferred to Mr. Ridgely P. Melvin as additional security for advances made by him to the company, which are primarily secured by mortgages against the company's real estate holdings.

The note held by Mr. Nichols, shown in the amount of $2,695.00, was given in part payment for the Henry tract and was for an original amount of $5,500.00. Interest has been accrued to August 31, 1926.

Mortgages Payable:

A Schedule of Mortgages Payable is submitted herewith showing the amount of each mortgage and the name of the mortgagees. It has been impossible to secure accurate information relative to the mortgages against the Prince George County property. Mortgages against this property were not shown on the books of account and the Auditor submits amounts which he believes to be relatively correct but cannot confirm.

Interest against these mortgages has not been calculated as the date of the purchase of the property, the date of the mortgages and the status of mortgage interest at the time of purchase of the property has not been disclosed.

Capital Stock.

No record of Capital Stock was found on the books of the Company. The amount shown to the credit of

the promoters has been substituted, on the Balance Sheet, for Capital Stock. The accounts of the Promoters represents cash advances less sundry charges for return of advances, increased by salary credit of $2,500.00 in the case of each promoter.

Income and Expenses:

In the preparation of these schedules sales of lots have not been considered as such, owing to the fact that the Company was unable to secure releases of land and could not complete their obligation to lot purchasers. On this basis of accounting the only income enjoyed by the Company during its experience was $547.37 resulting from the forfeiture of payments made on purchase contracts. Expenses, however, amounted to $55,189.11, resulting in a deficit of $54,641.74. Details of these expenses are shown on schedule attached hereto.

Respectfully submitted,
N. A. Johnson,
Certified Public Accountant.

Exhibit A.

Severn River Development Company

Balance Sheet as of August 31, 1926.

Assets

Current Assets		
Cash		$ 105.83
Accounts receivable:		
Herald Harbor Light & Water Co.	$ 700.00	
Shelton & Baker, Inc.,	263.78	963.78
Fixed Assets		
Real Estate:		
Henry & Phillips tracts	$ 119,650.00	
Development expenses	3,796.90	
	$ 123446.90	
Prince George County land,	33724.90	157,171.80
Deficit		54,641.74
		$ 212,883.15

Note.

Unpaid real estate taxes in Anne Arundel County, Maryland, for the year ending June 30, 1927, amount to $ 548.21

Liabilities

Current Liabilities			
Accounts payable:			
Payments by lot purchasers on account of purchase contracts,	$ 21,925.68		
Herald Harbor, Inc.	14,121.06		
Severn Homes, Inc.	450.00		
Isaac R. Rosenthal	600.00		
Salesmen's commissions payable	162.84		
Sundry accounts payable	56.00		$ 37,315.58
Notes payable:			
J. E. Gefaell		$ 700.00	
R. M. Nichols	$ 2,895.00		
accrued interest	513.13	3208.13	3,908.13
Fixed Liabilities			
Mortgages payable:			
Henry A. Phillips tracts,		$ 109,800.00	
Prince George County land,		39,115.67	
		$ 148,915.67	
accrued interest		2,976.05	151,891.72
Amounts credited on books to accounts of Promoters:			
J. E. Gefaell		$ 11,250.10	
H. L. Baker, Jr.		3,154.38	
N. C. Shelton		5,363.24	19,767.72
			$ 212,883.15

Exhibit A.

Schedule #1

Schedule of Lot Contracts, payments, etc.

	Block	Lot	Sales Price	
E. Armstrong	207	11	$900.	00
G. A. Ahlgren			475	00
Louis Brooks	206	1-2	400	00
A. R. + M. F. Bailey	214	18-27	1500	00
Theo Bennett	201	17-24	1371	00
La Verne Beatty	212	18	200	00
Blanche L. Beatty	212	19	200	00
Jennie L. Alwyer	206	12-13	650	00
D. Ehrlich + E. Wolf	207	5-6	1000	00
J. B. Fetzer	203	½ 23 24-27	787	50
Julia Follah	136	27-28	350	00
" "	136	21-24	700	00
H. R. Forney	219	49-51	285	00
Mary R. Gainey	226	4-5	255	00
Harvey N. Goddard	225	47-50	400	00
A. R. Gill	219		95	00
A. R. Gill			665	00
Orville M. Gold	136	44-46 to		
~~Elizabeth Gordon~~	~~200~~	54	2000	00
Elizabeth Gordon	200	27-28	200	00
A. S. Henderson	137	47-49	500	00
Mary R. Gainey	226	1-3	260	00
G. F. Hendley	218	28-29	300	00
M. E. James	205	4-5	400	00
J. F. Killian	217	32-40	900	00
Cora J. Killian	207	13	1000	00
M. F. Keating	200	37-39	330	00
J. F. Killian	217	30-31-41-42	400	00
M. E. Linder	137	43-46	800	00
Estelle Morrison	200	9-23	1650	00
George E. Myer	228	44-45	125	00
J. N. Mc Crink	218	24	150	00
R. E. Mc Crink	218	25	150	00
A. B. Mc Manus	213	12-16	750	00
M. M. Mc Grath	136	33-43	1800	00
N. R. Miller	211	2	600	00
L. R. Niswanger	203	18-21	700	00
Carrie E. Needham	219	33-34	190	00
" " "		5	95	00
" " "		1-4-64-65	570	00
	Carried	forward.	$24,103	50

Assigned to Herald Harbor		Assigned to Annapolis B. + T. Co.		Unass.		Paid on account	
~~$ 420~~	~~00~~						
$ 420	00			$ ~~415~~	~~00~~	$ 480	00
				415	00	60	00
				210	00	190	00
799	92					700	88
711	44					659	56
				152	50	47	50
				152	50	47	50
433	36					216	64
538	74					461	26
264	44			452	50	335	00
435	52					85	56
						264	48
				255	00	30	00
170	00					85	00
250	00					150	00
				85	50	9	50
				658	00	7	00
				1,850	00	150	00
				69	00	131	00
418	88					81	12
156	10					103	90
				216	00	84	00
192	00					208	00
550	00					350	00
500	00					500	00
				251	10	78	90
270	00					130	00
594	00					206	00
1,065	62					584	38
				72	40	52	60
				98	50	51	50
				100	00	50	00
				195	00	555	00
1,000	00					800	00
				540	00	60	00
		$ 252.00				448	00
		78.00				112	00
				38	00	57	00
				234	00	336	00
$ 8,770	02	$ 330.00		$ 6,045	00	$ 8,958	48

Exhibit A

Schedule #1.

Schedule of Lot Contracts, Payments

	Block	Lot	Sales Price	
Brought Forward			$24,103	50
N. A. Malone	219	46-8	285	00
Fred Petit	211	4	1000	00
L. S. Inackenbruck	219	42-3	190	00
Laura N. Rohrer	206	23	250	00
P. A. Sheridan	225	45-6	200	00
L. Statt + I. Kirby.	209	18-27	2000	00
John Sheridan	211	8	1300	00
M. J. Simmons	200	1-8-44-49	1400	00
J. A. Stevenson	212	8-11	650	00
J. P. St. John	216	28-37	1000	00
A. M. Sanders			350	00
A. M. Sterling	218	30	125	00
J. A. Stevenson	212	12-15	650	00
F. A. Switchell	223	16-18	300	00
George Thomas	209	14-15	250	00
George E. Thomas	"	36-40	750	00
George E. Thomas	"	28-35	1200	00
J. N. Winston	210	1-13	3000	00
J. N. Winston	211	6	2100	00
Josephine Worrell	227	23-24	200	00
W. J. + M. Watson	209	1-13	1500	00
George Wohlmacher	228	30-33	525	00
C. L. Wing	228	19-20	246	00
C. C. Whistler	228	29	125	00
Goldsmith + Rozenstein	211	3	1100	00
M. Duncan	203	22-23	262	50
J. R. Currier	215	26	300	00
M. H. Campbell	219	7-10	380	00
Mrs. Ruth De Lappata	136	25-26	350	00
Wm. P. Earnest	215	25	400	00
C. A. Foreman	211	1	720	00
H. C. Forney	219	62-63	171	00
Dan'l Hartigan	219	44-45	190	00
George E. Myer	228	39-43	545	40
Maud E. Saunder	137	42	200	00
Dora B. Olivier	219	35-36	190	00
J. J. Worrill	227	21-22	200	00
George Wohlmacher	228	34-38	567	00
	Carried forward		$52,425	40

etc., Continued

Herald Harbor		Assigned to Annapolis B. & T. Co.		Unassigned			Paid on account	
$8,770	02	$330.00		$6045	00		$8,958	48
				75	00		210	00
600	00						400	00
				50	00		140	00
93	84						156	16
130	00						70	00
		1105	00				895	00
		873.32					426	68
		687.50					712	50
		390.40					259	60
		600.00					400	00
		2750.00					750	00
				111	50		13	50
		390.04					259	96
				160	00		140	00
		142.80					107	20
		416.63					333	37
		666.63					533	37
				2700	00		300	00
				1890	00		210	00
74	48						125	52
				1166	45		333	55
373	36						157	64
172	20			59	75		73	80
							65	25
							1100	00
							262	50
							300	00
							380	00
							350	00
							400	00
							720	00
							171	00
							190	00
							545	40
							200	00
							190	00
							200	00
							567	00
$10,213	90	$8,352.32		$12,257	70		$21,601	48

Exhibit A
Schedule #1
Schedule of Lot Contracts, Payments

	Sales Price	
Brought forward	$52,425	46
R. Anderson	2,000	00
G. C. Ahlgrin	95	00
Julia Fillah	700	00
C. L. Fitz	850	00
L. L. Fitz	1,020	00
J. B. Fetzer	1,180	00
A. C. Gill	100	00
Mollie Keating	250	00
C. H. Renner	500	00
Ile Forrest Stone	300	00
G. N. Turner	800	00
	$60,220	40
(*) A. H. Sanders		
Block 209 Lots 16-17		
206 5-8		
207 1-4		
207 7-10		

Assignments to Annapolis Banking + Trust Company as per copy of letter dated February 19, 1926.

Exhibit A - Schedule #2

Summary of Account with Herald Harbor, Inc.
Proportionate part of overhead expense, paid by Herald Harbor, Inc., and charged to Severn River Development Company, as per working arrangement between companies-

For the month of June 1925		$4375.80
" " " " July		1006.04
" " " " August		2749.17
" " " " September		4467.70
" " " " October		3331.21
" " " " November		924.06
" " " " December		1280.06
" " " " January	1926	1274.44
" " " " February		832.86
" " " " March		800.34
" " " " April		2189.44
" " " " May		1296.52
" " " " June		900.65
Total		$25,428.29

Continued on Page 201

etc. - Continued.

Assigned to H-H-Inc.		A Blc & Tr. Co.		Unassigned		Payments on account	
$10,213	90	$8,353	32	$12,257	70	$21,601	48
				1 990	00	10	00
				75	50	19	50
				695	00	5	00
				824	50	25	50
				1009	80	10	20
				1079	00	101	00
				95	00	5	00
				210	00	40	00
				435	00	65	00
				267	00	33	00
				790	00	10	00
$10,213	90	$8,353	32	$19,728	50	$21,925	68

Amt. brought forward	$25,428.29
Sundry credits covering cash loans and payments	3,523.08
Cancellation of sales contract of Carrie Needham, payments to Company being allowed as credit by Herald Harbor, Inc.	724.04
Part repayment of loan of $1,250 made to Company by Severn Homes, Inc.	800.00
	$30,475.41
Sundry payments by Company on acct. $10,794.18	
Collections made from lot purchasers retained by Herald Harbor, Inc. 5,560.17	
	16,354.35
Balance due Herald Harbor, Inc., as per Balance Sheet	$14,121.06

Exhibit A - Schedule #3

Schedule of Mortgages Payable

	Interest Paid to	Accrued	Mortgage Principal
Henry Tract:			
1st. Annapolis Savings Institution	12/7/25	$ 567.00	$ 10,500.00
2nd. Robert G. Henry	1/13/26	1,026.00	27,000.00
3rd. Aaron Strauss	2/28/26	469.50	15,650.00
Phillips Tract:			
1st. Sun Mortgage Company	4/19/26	701.80	31,900.00
2nd. Ridgely P. Melvin	7/28/26	82.50	15,000.00
Henry + Phillips Tracts:			
Blanket mortgage to Annapolis Banking + Trust Co. following the above mortgages	8/12/26	29.25	9,750.00
Independent Ice Farm:			
1st. Eastern Shore Trust Company			7,000.00
" N. I. Mc Pherson			4,000.00
2nd. - - Braswell			9,750.00
3rd. Ridgely P. Melvin	6/30/26	100.00	10,000.00
4th. Herald Hills, Inc.			6,095.00
Heim Property:			
As per memo of settlement			$ 2,270.67
		$ 2,976.05	$ 148,915.67

Accrued interest is not shown on the 1st., 2nd. or 4th. mortgages outstanding against the Independent Ice Farm, or the mortgage outstanding against the Heim property, as the interest dates and status of interest account has not been determined.

Schedule of Expense-

Discounts	$ 140.60
Salesmen's Commissions	2,317.30
General expense	756.69
Incorporation Expense	125.50
Interest	9,460.07
Insurance	173.31
Title insurance	175.00
Legal expense	485.00
Leland property-payment	100.00
N. M. Nimmit Company	58.80
Payroll,	685.00
Suspended assets,	306.00
Salaries-executives	7500.00
J. C. Spalding	50.00
Expense-protest	1.00
Commission paid in obtaining mortgages	6162.00
Title examination	575.00
Recording, notary fees, etc.,	123.35
Taxes	576.21
(*) Administration expenses	25,428.29
Total expenses	$ 55,189.12
Less. Forfeited Deposits	547.38
Deficit. as per Exhibit A	$ 54,641.74

(*) In explanation of this item, Mr. S. A. Ryan, Sec'y-Treas. of Herald Harbor, Inc., states in his letter of September 16, 1926: "When the total business for the two companies combined was less than $10,000 for any one month each company stood 20% of the amount of business done and the balance of expense was equally divided between the two companies. When the business was over $10,000 for any one month the total expenditures were figured on the percentage of business done by each respective corporation.
This work has been audited by F. B. Long, who was secretary to Mr. Sefall, also by Mr. Henry Lehman, Certified Public Accountant, who has recently made an audit of the books of Herald Harbor, Inc."

Petition of N. Albert Johnson + Order of Court. Filed Nov. 5-1926.
To the Honorable the Judge of said Court:
The petition of N. Albert Johnson respectfully represents unto Your Honor:
1. That he was requested by Benjamin Michaelson,

Eugene P. Childs, and Myron S. Cotton, Receivers in the above entitled matter, to make a thorough audit and examination of the books of the said Severn River Development Company, Incorporated.

2. That pursuant to said request, your petitioner made a trip to Annapolis, obtained possession of the books, and after much time and energy, as well as the use of technical knowledge, your petitioner did make a thorough and complete examination of the books and records of said Severn River Development Company, Incorporated, which report has been filed amongst the proceedings in this Honorable Court, together with an offer for the purchase of certain real estate.

3. That your petitioner had to overcome numerous difficulties in the preparation of the audit and report, which were occasioned by the fact that the books of account did not adequately represent and reflect all of the transactions of said insolvent corporation; that a good many of the transactions, some of which had been conducted by one Wilson L. Baker, Jr., one of the officers, and some of which had been conducted by one John E. Gefaell, another of such officers, were never properly reflected on the books of account and had to be set up by your petitioner; in addition to that, a detailed check was made by your petitioner of the payments received on account of the sale of lots. It was necessary for your petitioner, according to the instructions received by him, from the said Receivers to make a complete check of all transactions made since the inception of said Company, all of which required eleven days on behalf of your petitioner and seven days on behalf of your petitioner's assistant, and your petitioner states that he is a certified public accountant, duly certified in the State of Maryland, and that he feels that the sum of Twenty-Five Dollars per day for his services would be reasonable and that the sum of Fifteen Dollars per day for his assistant would be reasonable and consistent with the scale of fees which certified public accountants are accustomed to receive; a total of such charges, based as above outlined, would amount to Three Hundred and Eighty Dollars, which your petitioner believes is a reasonable

fee for his services.
Wherefore your petitioner prays this Honorable Court to pass an order allowing him such sum as the Court may think reasonable as his fees in this matter.
And as in duty bound, etc.

N. Albert Johnson,
Petitioner.

State of Maryland, Baltimore City, to wit:
I Hereby Certify that on this 27th day of October, 1926, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared N. Albert Johnson, 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 information, knowledge and belief. Witness my hand and notarial seal.

Notarial Seal

Rebecca Cohen,
Notary Public.

Upon the foregoing petition and affidavit it is this 5th day of November, 1926, ordered by the Circuit Court for Anne Arundel County that N. Albert Johnson be and he is hereby allowed the sum of Three Hundred and Eighty Dollars ($380.00) for his services in auditing the books of Severn River Development Company, Incorporated, such allowance being subject to the usual exceptions.

Robert Moss, A.J.

The undersigned receivers believe the above bill is reasonable and recommend the payment thereof.

Eugene P. Childs
Benjamin Michaelson
Nayron S. Cotton

Exceptions to sale - Filed 15th November, 1926.
To the Honorable, the Judges of said Court:
John E. Gefaell, the complainant in the above entitled cause, excepts to the sale as made and reported on October 19th, 1926, by the receivers in the above entitled cause, and says that said sale should not be ratified by this Court but should be set aside and held for naught, because he says:-
1. That said sale was not made in a regular or proper way or in accordance with the rules and practice of Equity.

that the property was never advertised for sale or offered to the public in any way that would probake competitive bidding.
3. Because the purchase price is grossly inadequate.
4. The report of sale is defective in that it does not state how the sale was made or that the purchase price is fair and equitable.
5. That the Arundel Land Corporation, the purchaser, through its members and agents did conspire with William C. Shelton, one of the promoters and managing directors of the Severn River Development Company, to deliver the property to it in a manner that would force out the said John E. Gefaell and deprive him of his interest in said property, and enable the said Arundel Land Corporation to obtain said property at a price greatly less than its true value and greatly to the benefit of both the said Arundel Land Corporation and William C. Shelton.
6. Because of other inequitable dealings between the said Arundel Land Corporation and William C. Shelton.
7. Other irregularities that will become apparent to the Court.

LeRoy Pumphrey
Attorney for John E. Gefaell

John E. Gefaell

Order for Hearing of Exceptions - Filed 18 Nov. - 1926.
To the Honorable the Judges of said Court:
On the 15th day of November 1926, one John E. Gefaell filed exceptions in this Court asking that the sale made and reported to this Court on the 19th day of October 1926 by the Receivers in said case be not ratified, the grounds of which are therein fully set forth.
That owing to the importance of this sale to all of the parties concerned your Receivers desire to have the same heard and decided at the very earliest opportunity.
They therefore desire that said exceptions be set for hearing at the very earliest possible date.

Myron Cotton
Benjamin Michaelson
Eugene P. Chilas,
Receivers.

Ordered that the exceptions in the above entitled case be set for hearing on the 14th. day of December, 1926 at the hour of ten o'clock, provided a copy of this order be served upon John E. Gefaell or LeRoy Pumphrey not later than the 23rd day of November next.
Nov. 18th, '26

Robert Moss, A. J.

Testimony on behalf of Exceptants- Filed Dec. 10-1926.
December 18th, 1926.

Present:

Mr. Pumphrey, For Exceptants.
_____ For Exceptants.
Mr. Latton
Mr. Michaelson } For Receivers.
Mr. Eugene Childs

Mr. George E. Rullman, Examiner.
Juliet M. Straham, Court Stenographer.

Witnesses:

Examination in Chief.		Cross Examination.
Mr. Aaron Strans	2 to 11	11 to 17
William Shelton	18 to 22	22 to 24.

Mr. Aaron Strans being first duly sworn, says:-
(By Mr. Pumphrey).
1. Please state your name and residence?
A. Aaron Strans, Belvedere Hotel, house address, 18 Howard st., Baltimore, Md., business address.
2. What is your business?
A. Various, furniture, real estate, investments.
3. You deal rather extensively in real estate?
A. I deal in it extensively as a comparative ward.
4. Do you deal to some extent in water front property?
A. Yes.
5. Have you acquired or purchased water front property in Anne Arundel County in the last year or two?
A. Personally, no.
6. Do you have interests in water front property in Anne Arundel County at this time?
A. Yes.
7. Do you have interests in water front property on the Severn River?
A. Yes.
8. Approximately how much in acreage?

A. I could not tell you that exactly, quite considerable, is a comparative word also.
9. Pretty considerable?
A. Mr. Rosenthal can tell you more than I can about the acreage.
To be perfectly candid, I don't know. Approximately 1000 acres.
10. Are you familiar with the property that is held by the Severn River Development Company?
A. Are you referring to the Phillips-Henry tract?
A. Yes sir.
11. Do you know anything about the Severn River Development Co. itself?
Objection
A. Very little
12. Are you acquainted with Mr. Shelton & Mr. Baker?
A. Mr. Shelton. Who is Mr. Baker?
13. I mean Shelton and Baker who were exploiting or handling the Severn River Development Company?
Objection.
I mean in the proper way, developing the property?
A. Is that the gentleman I met down there once, I may know him but don't know him by name.
14. You know Mr. Shelton?
A. I do.
15. Did you meet another gentleman with him sometime ago, you were undecided whether it was Mr. Baker or not?
Objection.
A. I met a gentleman with Mr. Shelton one time.
16. State the time and place?
A. I met Mr. Shelton several times and places, I may have met some gentleman, I don't know Mr. Baker, I don't recall Prim, don't recall whether he was one place or the other.
17. You did meet a gentleman with Mr. Shelton?
Objection.
17. You did meet a gentleman with Mr. Shelton with whom you discussed the Severn River Development Company?
Objected to.
A. I don't remember.
18. Did you have a discussion with Mr. Shelton?
A. I don't remember. If I met a gentleman with Mr. Shelton sometime ago in connection with the Severn

River Development Co. I don't recall it.
19. Did you have some discussion within the past three or four months with Mr. Shelton in reference to your acquiring the Severn River Development Company or the property owned by it?
Objection.
A. Yes.
20. Was this other gentleman with Mr. Shelton at that time?
A. I don't recall him.
21. Do you recall having more than one conversation with Mr. Shelton in reference to the Severn River Development Company?
A. I can't say that positively. I don't think I have to my recollection. I won't say he may have been in my office more than once.
22. Who was in your office?
A. Mr. Shelton.
23. Can you give us the time? A. No.
24 Can you approximate the time?
A. I think sometime in, - I don't know, - it did not impress me.
25. Do you know whether or not at the time he was in your office and discussed this property with you that the Bill had been filed asking for Receivers for the Severn River Development Company?
A. Whether Mr. Strauss informed me a Receivership had been or was about to be, - I think he did state a Bill was filed.
26. About to be filed or was filed?
A. I don't recall.
27. Can you give the best information on that?
A. No, I can't because I paid very little attention to it at that time.
28. Do you recall when the Bill was filed?
A. No.
29. Did you know anything about the filing of the Bill?
A. I did, I don't know whether before or after, I am not certain.
30. Through whom did you learn that?
A. Mr. Cotton, I think it was.
31. Did you know when the answer was filed?
A. No, I know an answer was filed but when I don't know.
32. I am not asking you for exact dates I am simply

trying to get as near as you can recollect?
A. This thing at the time did not make very much impression on my mind and, therefore, I can't recall exact dates, if I did, I would be very glad to give it to you. I think around September 9th.
33. When did it first make an impression on your mind?
A. When certain facts were put before me and I was asked whether I would be interested under certain conditions.
34. Who put those facts before you?
A. I think Mr. Cotton.
35. Was Mr. Shelton there?
A. No, not at that time.
36. Was Mr. Shelton there shortly prior to or after that?
A. He was there before that.
37. Was he not there after that?
A. I don't recall.
38. Do you recall whether that was after or before the filing of the Bill?
A. I don't know.
39. Did they tell you a Bill was filed?
A. Mr. Cotton did.
40. Did they tell you the Bill was filed or about to be filed?
A. That I don't know.
41. Don't recall?
A. Don't know whether he told me it had been filed or was going to be filed, but I think he said the Bill was filed.
42. Tell us what the true situation is if you can?
A. I can't tell you any more that what I recall.
Objection. To this line of testimony
This kind of questioning can bear no possible relevancy to the point at issue.
43. You submitted an offer for the purchase of the Severn River Development Company?
A. I did.
44. Did you not first submit an offer in your individual capacity?
Objection.
A. I am not so certain. Was that for the land or the company you are speaking about? Severn River Land Company may mean the Capital Stock.
45. You submitted an offer for the Phillips and Henry tract? A. I did, in the name of a corporation.

46. What corporation?
A. The Arundel Corporation.
47. Did you not submit an offer before that?
A. No. If I did it was a tentative offer, probably so.
48. Was it before or after that offer that you talked with Mr. Shelton?
A. It must have been after, I certainly would not have made an offer until I knew the situation.
49. Do you mean after or before?
A. After.
50 You mean you made an offer after you talked to this gentleman? A. Yes.
51. Do you recall how soon after you talked to them?
A. No.
52. Who are the members of The Arundel Land Company?
A. Myself as President, I don't really know.
53. I wish you would give us the other two names?
A. I don't recall them, but can find them out for you.
54. Did any of your agents or representatives, with your knowledge, or acting under your instructions or directions, have any negotiations with Mr. Shelton or Mr. Baker for the acquiring by you of the Phillips - Henry tract prior to August 3rd, 1926?
Objected to.
A. I don't recall the date I had these negotiations.
55. Would you say it was prior to August 3rd?
A. No, I would not, I can't say.
56. Would you say it was not?
A. I would not say before or after.
57. What is your best recallection on that?
A. I don't recall it, I imagine it was after but I am not certain.
(By Mr. Pumphrey.) This witness is hostile and Counsel had asked right to cross examine him.
(By Mr. Cotton.) Objection to such statement as no hostility has been shown by the witness in any way, he having been summoned by the Excepteant to testify.
58. Did you, or any of your agents or representatives acting under your direction, or with your knowledge, have any negotiations with Mr. Baker or Mr. Shelton looking to the end of your acquiring the Phillips - Henry property? Prior to August 26th, 1926?
A. I don't recall Mr. Baker, but Mr. Shelton we had negotiations with him regarding acquiring this property, but whether before or after that date I

can't tell you, I am under oath, and I tell you I don't know.
59. Did Mr. Shelton tell you at that time that Receivers had been appointed for the property?
A. At that time? I don't recall that.
60. Did he tell you anything about a Mr. Gefaell?
A. I dimly recollect he said a gentleman connected with it by the name of Mr. Gefaell, that was in talking with Mr. Shelton.
61. What did he say about Mr. Gaefel?
Objection.
(By Mr. Childs) The Receivers except to this line of testimony as the Bill asking for the appointment of Receivers for the Severn Development Company was filed by the Excepitant and the excepitant now seems to be trying to impeach his own acts.
(By Mr. Pumphrey).
To which counsel replies that that is not the purpose at all but to find out whether these matters were discussed with Mr. Strauss at this meeting he is telling about.
62. Give us, as near as you can, the date when you decided you would try to acquire the Phillips-Henry property or some interest in it?
A. Somewhere about September, was it? To be perfectly candid, I don't recall the date.
63. Did you buy out or take up certain existing mortgages upon the Phillips-Henry tract?
Objection.
A. No.
64. You did not take up or buy some mortgages?
A. I did not, I paid a part of it.
65. When was that?
A. In the last two or three months.
Objection.
66. Was it before you did that or after you did that, you had this discussion?
A. It was afterwards.
67. It was afterwards you had the discussions?
A. Yes sir.
68. How long afterwards?
A. I don't remember, could not recall it, I don't recall the date of the talk with Mr. Shelton.
69. At the time you paid off these mortgages?
A. I did not pay off these mortgages, I paid certain portions of it as I understood they required certain

payments to be made which I paid.
There were other mortgages, I held the mortgage on the Henry tract myself, and they were going to foreclose if I had not done it.
70. How long has your mortgage on the Henry tract been outstanding approximately?
A. I think the mortgage on the Henry tract is over a year ago.
71. At the time you had this discussion or this talk with Mr. Shelton was there any arrangement discussed whereby Mr. Shelton would retain some interest in, or have something further to do with the development of the Phillips-Henry tract if you obtained it?
Objection.
A. No.
72. What then was the nature of your discussion with Mr. Shelton in connection with this property?
Objection.
A. The matter of anything to be done with that Phillips-Henry property is entirely my own, if I get it, or rather the Arundel Corporation, it is up to me to say what I have to do with it. I have a very kindly feeling towards Mr. Shelton, he is a fine gentleman and anything I could do for him I would sacrifice amount of money or anything else I would be glad to do it.
Motion to strike out the last part of that.
73. Then you do know Mr. Shelton right well?
A. Fairly well.
74. Do you mean anything you could do you would do for him or for the Arundel Land Company?
Objection.
A. For Mr. Shelton.
75. Is it part of the plan that Mr. Shelton shall continue to develop in some way this property that is about to be acquired by you or by the Arundel Land Company?
A. I don't know, even if that is his intention I don't know whether he would be willing to pay my price, I mean if I get this.
76. When the terms upon which your offer was made for the purpose of purchasing this property was arrived at who was present at that meeting?
Objection.

A. When I absolutely decided?
77. In your offer for the purchase of this property you make your offer by saying that you will take care of certain existing encumbrances and pay off certain indebtedness who was present when those figures were worked out?
Objection.
You act for the Arundel Corporation do you not?
A. Yes.
78. You really are the Arundel Corporation are you not?
Objection.
A. Yes.
79. Who was present when this offer was worked out and those figures upon which the offer to purchase was made?
A. Mr. Cotton, he submitted the offer and wanted to know if I would be interested and I agreed to it.
80. Did Mr. Cotton represent you?
A. I don't know.
81. Who was he representing when he submitted those figures to you?
A. Representing me? I don't need any representation in the purchase of land.
82. Was he purporting to represent you when he submitted the figures to you?
A. No.
83. Whom did he represent?
A. I understood he was attorney for the company.
84. Did he tell you whom he represented?
A. I think he stated he represented the Severn River Development Co.
85. Did he tell you he represented Mr. Shelton?
A. No.
86. Did you know he represented Mr. Shelton?
A. I don't see how he could have represented Mr. Shelton except Mr. Shelton has been connected with this company and the only thing here was this matter of the land.
87. In your offer, you are familiar with the offer made by the Arundel Land Corporation?
A. Yes, fairly familiar with it.
88. I noticed you offer to take up a certain note of the Herald Harbor Development Co.?
A. Yes.
89. Who told you of the note?

A. Mr. Cotton.
90. Did you learn anything from Mr. Shelton?
A. No. If I did I don't recall it.
91. Did you learn of it from any other source except Mr. Cotton?
A. No.
92. Did Mr. Shelton visit you and discuss with you this matter, was anything said about your coming into the Severn River Development Co. and going on with the project provided Mr. Gaefel could be gotten out?
A. I don't recall it.
93. Do you deny that?
A. I don't recall it, how can I deny it, or how can you say will you deny a thing you don't remember. All I can say is, as far as I can remember, I deny it.
94 Do you deny anything of that nature was said?
A. That is the same question, you are putting the question the same way.
95. Nothing of that nature.
A. I don't recall it.

Cross Examination.
(By Mr. Cotton)
1. You once owned the Henry farm did you not?
A. I did.
2. You sold it to the Severn River Development Company?
A. I did.
3. As part of that sale you took a mortgage which was a third mortgage on that Henry farm did you not?
A. I did.
4. Was there not several prior mortgages or encumbrances of considerable amount prior to your mortgage?
A. Yes.
5. Do you know the amounts?
A. I don't recall them.
6. If I tell you the first mortgage was $10,500 and the second mortgage $27,000 would you say that is correct or incorrect?
A. I can't tell you, I don't know, I can't say it is correct or incorrect, if I don't recall it. I don't know the exact amounts, I leave that to my

people when I want to know I refer to it, I don't even recall what I paid for it.
7. You know you have a third mortgage subject to two prior mortgages of considerable amount?
A. Right.
8. You were asked before touching the purchase of certain mortgages, in part or in whole, of certain mortgages in default, if you testified you paid on account of those mortgages, I know you want to testify correctly, if I tell you the first mortgage was bought outright and something paid on account of the second mortgage, would you, after further consideration, say that was correct or incorrect?
A. Did I pay off the first mortgage, I don't remember it, did I pay it off?
9. You don't want to have anything on the record misleading, you may have paid the first mortgage off in full, it belonged to the Annapolis Savings Institution?
A. I may have, yes.
10. Very much has been made by my brother, -
Objection.
10. You have been questioned on the dates on which certain supposed conferences were held in relation to certain dates in these proceedings, and you have testified that you did not have any corelation in your mind between the dates in these proceedings and dates of your conferences concerning the possibility of your buying this property, will you state whether or not your proposition had any bearing on the Receivership, and whether you were interested personally in what the receivers were doing?
A. I certainly was not interested. I certainly did not know anything about it, it was merely a business proposition, and after I figured it down to acreage as a business proposition, -
11. You were not interested in the Receivership proceeding?
A. No.
12. Is it for that reason you cannot state any corelation between dates of your conversations and the dates of the Receivership proceeding?
A. I don't recall any of the dates, it did not impress me that much.

13. If you had any interest, if your offer had any bearing directly on the details of the Receivership naturally you would be interested in the dates, but if you were not concerned one way or the other you naturally would not be interested, the question is, did you have any interest in the Receivership proceedings?
A. No.
14. Do you know who the Receivers are?
A. No.
15. Did you know, when I submitted the papers to you to be signed that I was acting as Receiver?
A. No.
16. You did not know whether I was or not?
A. No.
17. All you know is it was a proposition acceptable to you?
A. After I figured it out, I decided I would pay that much for the property.
18. You stated if the Arundel Land Corporation bought this property, you, as controlling factor in this corporation would feel absolutely free to develop it or sell it as you saw fit?
A. Why of course so.
19. Do you have any agreement, verbal or otherwise with any person whatsoever, giving them any interest in the handling of this property, if you acquire it?
A. Absolutely not.
20. Is there any business ties between you and Mr. Shelton?
A. No.
21. Are you associated in this venture with Mr. Rosenthal?
A. In this venture, no.
22. You were examined on the question of a note of the Herald Harbor incorporated, you are familiar of course with the fact that this offer contains an agreement to pay Herald Harbor, Incorporated, $5,000, was it not explained to you that Herald Harbor held a secured debt, the security of which could not be released except upon the payment of a certain stipulated amount of money?
A. That is what I understood.

23. Were you acting upon such information when you decided to include in your offer the payment of $5,000 to Herald Harbor, Inc.?
A. Yes.
24. Did you, or did you not, commune with Mr. Shelton or Mr. Baker, or either of them, or with any other person in any way for the purpose of forcing the Severn River Development Co. into Receivership?
Objection
A. No, I had nothing whatsoever to do with the Receivership.
25. Did you in any way plan with any person to bring about the appointment of a Receiver for the Severn River Development Company?
A. No.
26. Did you plan with Mr. Shelton, or Mr. Baker, or either of them, or with any other person for the purpose of depriving Mr. Gaefel of any rights he might have?
Objection.
Objection to all this testimony.
27. You have testified you were the controlling one of the Arundel Land Corporation?
A. Yes.
28. People have reputed you as having means, is that correct?
Objection.
A. You mean wealth or money? I don't know what people think, I think they have. I should say, yes.
29. Is that true to some extent?
A. Yes.
30. If the Arundel Land Corporation's offer is finally ratified by the Court will that corporation be able to carry out the terms of the agreement? A. It will.
31. When you purchased or paid off something in connection with the first and second mortgages, did that have anything to do with any offer you might make or was that for the purpose of protecting your mortgage interests?
A. I had to protect my mortgage interests, either had to pay it or let it be sold.
32. Did you do it to protect your mortgage?
A. To protect my mortgage.

33. Do you know the amount of your mortgage? Approximately isn't it in the neighborhood of $15,000 or $16,000?

A. I don't know.

34. You could have foreclosed your mortgage if you saw fit, it was in default?

A. It was, the interest was in default.

35. Prior mortgages were also in default?

A. Yes.

36. That gave you the right to foreclose yourself if you saw fit?

A. Yes.

37. Will you state briefly why you chose to make this offer rather than to foreclose your mortgage?

Objection.

A. Well, I may say, if this offer is accepted, it will avoid a great deal of expense, advertising, commissions and things of that kind, if it is not accepted I expect to be paid, or will order foreclosure.

38. If the mortgage is foreclosed it will necessarily mean a loss of the investments of those persons who have purchased lots, is that correct?

A. I imagine that it will be, I have not seen those contracts.

39. Was it not represented to you that if you foreclosed your mortgage the persons who had purchased lots, would lose all they had paid?

Objection.

A. You stated about that.

40 Did not the question of the unpleasantness of foreclosure and loss as represented to you of that lot purchasers have any bearing on your decision whether to foreclose or offer to buy the property?

A. It did, and I think I told you that, under the foreclosure proceeding I might be able to save some money, I could buy the property and leech those people out and did not have to assume any thing that comes afterwards

Re-direct.

1. Then your idea was to take care of people who had bought and had claims so they might not lose?

A. That is part.

2 You knew Mr. Gaefel had a claim there?
A. I did not notice whether Mr. Gaefel had anything to do with this.
3. You knew of these other people who had claims?
A. If they were submitted to me.
4. Answer the question, did you know other people had claims?
A. You mean certain lot purchasers?
5. And people who had notes?
A. All I know there were some lot purchasers and the claims submitted to me with that paper.
6. Then you knew nothing about these claims until submitted to you?
A. How could I?
7. Then the paper was all made up for you and submitted to you before you decided?
A. They may have spoken about it before they prepared the paper. Don't you negotiate for a sale before you purchase?
8. Tell us whether you knew this at the time when you refused to foreclose your mortgage?
A. Yes.
9. You did know it long before this paper was submitted to you?
A. I don't know how long before but before.
10. Who told you about it?
A. Mr. Cotton.
11. Anybody else? A. No.
12. Did he tell you Mr. Gaefel professed to have a claim there?
A. No, he did not tell me anything about it.
13. Anybody else tell you about it?
A. No.
14. You are certain about that?
A. Why should you say am I certain, when I have said No.?
15. Who else discussed it with you beside Mr. Cotton?
Objection.
A. You mean the question of this extra indebtedness?
16. Yes. Did you have any discussion in reference to the acquiring of this property with any one else connected with the Green River Development Company, save and except Mr. Cotton?
A. Yes, a long time ago, well, I won't say a long time ago, Mr. Shelton,

17. Was that looking to your acquiring this property?
A. I should say, yes.
18. You had a general knowledge of who formed the Severn River Development Co.?
A. I did not, had no interest in it.
19. Did you have any knowledge?
A. No.
20. Mr. Shelton did not tell you?
A. I may say some long time ago they wanted me to be interested in the Herald Harbor Development I think Mr. Gaefel was one of the men, and I think he was in my office, if he was, I think he was a kind of a Sermon, he wanted me to be interested and I refused to be.
21. Do you know whether that was Mr. Gaefel or Mr. Baker?
A. I don't know.
22. Which is your best recollection, Mr. Gaefel or Mr. Baker?
A. I don't know, there were two or three men in there.
23. You would not say it was not Mr. Gaefel?
A. I would not. That was a long time prior to anything with this business, that was in connection with Herald Harbor.
24. You knew Mr. Shelton was connected with Herald Harbor? A. Yes.
25. When you were asked if Mr. Shelton would be connected with the new Company you said you did not know whether he would be willing to pay your price, what did you mean by that?
A. You asked me if I had any understanding with Mr. Shelton and I told you no. If I get this the land is mine, I don't know what I am going to do with it whether Shelton is going to buy it or not, or anybody connected with him.
26. What did you mean when you said you did not know whether he would be willing to pay your price?
A. I don't know whether I am going to sell or develop or what. I have not named any price, I have not even thought of it.
27. It is very valuable?
A. It is that sufficient value I am willing to pay that price for it.

Re-Cross Exam. (By Mr. Cotton.)

1. Have you made any agreement or provision to pay Mr. Shelton or Mr. Bulock anything in connection with this offer in the event the offer is accepted?

A. No.

To the general question under the rule the witness says:

A. No. I can only say that this was merely a matter of business, when the thing was submitted to me I figured it up as so much an acre for land, that is as far as I am concerned.

William Shelton, a witness being first duly sworn, says:

(By Mr. Pimphrey.)

1. State your name and residence?

A. William Shelton, 3517 Rittenhouse street, Washington, D. C.

2. You are a member of the Severn River Development Co.?

Objection.

A. Yes.

3. You were a member of the Severn River Development Co. and you are a member of the Herald Harbor Corporation?

A. Yes.

4. Who else were members of the Severn River Development Co.?

A. Gaefel and Baker.

5. Where is Mr. Baker?

A. In Washington.

6. How long did you operate the Severn River Development Co. approximately?

A. I would say approximately 16 months, probably longer, I don't recall the exact date.

7. Did there come a time when you had some difficulty in your corporation financially or otherwise?

Objection.

A. Yes.

8. I mean the Severn River Development Co.?

A. Yes.

9. When was that?

A. I would say to a very grave extent between April and June of this year.

10. Between April and June 26th.? A. Yes.

11. Did you then make some attempt to get some one to help you in your financial difficulty?

Objection.

A. All of us made attempts, Gaefel, Baker and myself.

12. Did you make an attempt to get financial aid from Mr. Aaron Straus?

A. No, I can't say that I did. That is to get financial assistance for Severn River Development Co.

13. Can you say you did not?

A. I tried through various ways and means of getting money and various persons, I don't recall having gone to Mr. Straus at that time.

14. You did have some discussions with Mr. Straus prior to the time the Bill was filed asking for a Receivership, did you not?

A. I am under the impression I did.

15. Did you see him several times?

A. I think all together I saw Mr. Straus twice.

16. At that time did you tell him the condition of the Severn River Development Company?

A. Yes.

17. Did you tell him who was in the corporation?

A. Yes

18. Did you tell him about Mr. Gaefel? A. Yes.

19. Did you tell him Mr. Gaefel purported to have an interest in it, to be a stockholder and own any substantial stock?

A. Yes.

20. Was there any discussion looking to Mr. Straus taking over the situation and financing it and going ahead after Mr. Gaefel had been taken out of the company?

Objection.

A. Mr. Gaefel had made various propositions, at no time could we get him to commit himself as to just what proposition he would take, and I tried to interest several different persons being hopeful I would be able to get sufficient money out of it to repay him for any interest he had in the company. Whether I consulted Mr. Straus in regards to offering Mr. Gaefel any amount I am confident I did not. I had nothing I could submit to him along that line because Mr. Gaefel had never told us he would take any certain amount.

21. You did tell Mr. Straus of the conditions in your company? A. Yes.

22. You recall the answer filed?

A. Yes.

23. Between the time of filing the Bill and filing the Answer did you talk with Mr. Strauss?
A. I could not tell you that.
24. Give us the best of your recollection about that?
A. I really would not want to commit myself because I only recall having seen Mr. Strauss twice and I don't recall whether between the time the Bill was filed and the answer was filed, at least I don't think I saw him in the meantime.
25. Is that your best recollection?
A. In between the time the Bill was filed and the Answer was filed I would not say definitely.
26. You would not say you did not?
A. No.
27. You went to Baltimore several times?
A. I only went to Baltimore twice that I know of.
28. At the time this Answer was prepared you were very familiar with the matter were you not?
A. Yes.
29. Had you had some discussion with Mr. Strauss at that time?
A. In the answering of this Bill? I am doubtful, I know Mr. Strauss had nothing whatsoever to do with the answering of the Bill, I never discussed that matter with him.
30. At the time the Answer was filed did you know Mr. Strauss would perhaps buy the property?
A. I did not, not definitely.
31. You had some idea, did you not?
Objection.
A. I can't say that I did, not definitely.
32. Not definitely, but there had been some talk about it?
A. I had been discussing the matter with Mr. Strauss from several different angles whether buying outright so all could get the money out of it or what; what I was fearful of was that he would foreclose on us.
33. When this Bill was filed asking for a Receivership to be appointed did you then go to see Mr. Strauss with reference to saving the corporation?
A. As I told you, I am not familiar with the dates there and I only discussed this matter with him twice and I could not tell you just what date it took place there.

34. You must know a thing of that kind?
A. I know I never discussed the answer to the Bill with Mr. Strauss at all, and after Mr. Gaefel had asked for the Receivers and had shown he was willing to have it handled in that manner I was perfectly willing to let it go that way. I had only two objects in view one was to see that the property purchasers were taken care of and to see that all of us who had interests in the company were taken care of. I knew that was impossible after Mr. Gaefel had made loans without the authority of the Board of Directors and had used that money for other purposes other than what it should have been used for.
35. Do you think that was responsive to the question?
A. Yes, that is as far as I could go into the matter, I could not give you definite dates.
36. Then you still had hopes of saving the Severn River Corporation up until the time of the filing of the Bill?
A. Yes.
37. And when the Bill was filed you abandoned hope of saving it, that is correct?
A. Yes.
38. Can you tell us when was the last time, or approximately the last time you talked to Mr. Strauss or his agents or representatives?
A. The last time I talked to Mr. Strauss was back, away back in July around the time the Receivership Bill was filed, I don't recall the date, I have never discussed it since that time.
39. Did you ever hear of The Arundel Corporation?
A. Only I understood that was the name under which Mr. Strauss, or his associates, if he had any, was to take it over.
40. Is there any provision for you or any of your interests in the offer of the Arundel Corporation to purchase the Phillips-Henry tract?
Objection.
A. As far as any personal interests connected with the Severn River Development Co. none whatsoever.
41. You are one of the stockholders and Directors of the Herald Harbor Inc. are you not?
A. Yes.
42. And were at the time you formed the Severn River Co.?

A. Yes.
43. This new offer contemplates payment to the Herald Harbor Inc.?
A. That is right.
44. Is there any other arrangement by which you are to benefit by the sale?
A. None whatsoever.
45. Or any judgments against you to be forgotten?
A. No.
46. Has there been any discussion or arrangement looking towards that end?
A. Not any atall, not in any respect.
47. None Mr. Melvin or anybody else might hold?
A. Nobody at all.
48. Are you positive of that?
A. Absolutely positive of that.
49. You remember your visit to my office with Mr. Cotton one evening?
A. Yes.
50. Does that refresh your mind at all?
A. I don't know in what respect that could refresh my mind in regard to my benefitting personally, never any offer made to me whatsoever along that line.
51. Is not there some deficit judgment in reference to a mortgage foreclosure, against you personally?
A. Only in respect that Mr. Gaefel, Mr. Baker and myself signed notes personally and if this property is taken over in this manner all three of us will be relieved of those endorsements.
52. For the Prince George county property too?
A. No, that was in no ways connected with this. On the Prince George property Mr. Gaefel made the loan himself, the money was turned over to him direct.
53. Signed by the Severn River Development Co.?
A. No, if I am not mistaken Mr. Gaefel handled that personally.
54. But was not the mortgage given on it in the name of the Severn River Development Co.?
A. I think you are right about that, yes.
55. And the notes signed?
A. I don't recall whether or not the notes were signed but I think the note in that particular case was signed by Mr. Gaefel himself.
56. By you and Mr. Shelton, too?

A. I can't recall that it was.
57. You are familiar with the offer made for the purchase of the Phillips-Henry tract?
A. I can't say I am familiar with it, not very much.
58. You know what it contains?
A. Approximately, yes.
59. Did you know about it before it was filed in the Court?
A. I did not know the full details of it, no.
60. You knew generally what it was, did you not?
A. Generally, I would say yes.
61. When did you learn the fact first?
A. Sometime after the Bill for Receiver was filed.
62. Was it not discussed with you before it was filed? A. No, not very freely.
63. It was discussed with you?
A. To some extent, yes.
64. Did you go to Baltimore, and were you not told about it, and it laid before you before the offer was made?
A. I don't recall that I did go to Baltimore on that.
65. Was it laid before you in Washington?
A. I was told just about what the offer was to be.
66. Before it was submitted to the Court?
A. Yes, I think it was.
67. As a matter of fact it was you who insisted upon that provision of a payment to Herald Harbor was it not?
A. Yes, I did not insist upon it.
68. The matter was discussed with you?
A. In regards to the Herald Harbor end, yes.
69. You were told Mr. Strauss would perhaps buy it?
A. I was told an offer would be made for a certain amount.
70. The question of this indebtedness to Herald Harbor was discussed? A. Yes.
71. At which time it was decided an offer should be made to contain provisions that certain amounts should be paid to the Herald Harbor Co.?
A. Yes, I took that up as a matter of fact, there are other interest in Herald Harbor, other than my own, I discussed the matter with the Board of Directors of Herald Harbor at to what they would effect, or what would be fair under the conditions.

Cross Examination - (forward)

1. You have testified you are familiar with the payment of the sum of $5,000 to Herald Harbor Co. for claim against the Severn River Development Co. Was it secured or unsecured?

Objection

A. It was a secured claim.

2. Do you know the amount of the claim?

A. Between $14,000 and $15,000. Objection.

3. You agreed on behalf of the Herald Harbor Co. that they would accept $5,000 because this claim was secured and you could not waive the rights of other stockholders in the Herald Harbor Co.?

A. I took that matter up with the stockholders before consenting.

4. Will you get anything personally out of the Arundel Land Co. either as commission or compensation or otherwise?

A. Nothing whatsoever.

5. You were questioned concerning a deficiency judgment in reference to Prince George County property, that was a mortgage given by the Severn River Development Co., was it not?

A. Yes.

6. And the Severn River Development Co. naturally signed the note, did it not?

A. That is the thing I am in doubt about. There is hardly any doubt that we did, and Mr. Jaefel endorsed the note in person.

7. Did you ever see the note?

A. If the Severn River Development Co. made the note, I must have seen it.

8. You did not personally sign it?

A. No.

9. Did you have anything to do with the negotiation for this loan?

A. No.

10. Did the Severn River Development Company get any benefit of any of the moneys received from the proceeds of this mortgage loan?

Objection.

A. I think the loan amounted to $10,000 out of which the Severn River Development Co. benefitted to the extent of not to exceed $2,000.

11. Who got the rest of the money?

Objection.

A. The larger part of the balance went to Mr. Gaefel personally.
12. Did you as an officer or director of the Severn River Development Company authorize this payment to Mr. Gaefel? A. No.
(By Mr. Pumphrey)
Counsel knows that is not proper examination.
13. You were asked if you made any attempts to tide over the financial depression, did you make any attempt to raise money to take care of that financial depression?
A. Yes.
14. What, if any, did you make?
A. So many different things at that time I can't recall. I know I first approached Mr. Rosenthal in Baltimore and asked him to buy out Mr. Gaefel's interest, or my interest, if necessary, so that the company would have sufficient money to go ahead on.
15. Did you succeed?
A. No.
16. Did you at any subsequent time, or Mr. Gaefel, succeed in obtaining a loan?
A. The last two loans Mr. Gaefel made were for the purpose of tiding the Company over, but were not used for that purpose.
17. That was before the Receivership was asked for?
A. Yes, before.
18. You say the loan did not help you out?
A. Yes, because they were not used for the purpose intended.
19. Are you connected with the Arundel Corporation?
A. Not in any respect.
20. Do you expect to get any benefits from the Arundel Corporation?
A. None that I know of.

Re-Direct.

1. Is there any prospect, or hope, on your part, which is very valuable, of the continuation of the sale of lots in the Severn River Development Company or the efforts of Herald Harbor Co.
A. I have made no such arrangement.

Objection

2. Has there been any discussion as to that arrangement? A. Not to any extent.

To the general question under the rule the witness says:
A. I don't know of anything more that I could say.
There being no other witnesses to be examined and no further time being desired by the parties hereto, the within testimony is herewith closed and returned to the Court this 10th day of December, 1926.

George E. Rullman (seal)
Examiner.

Petition & Affidavit - Filed Dec. 13-1926.

To the Honorable the Judges of said Court:
The petition of John E. Schaeff respectfully shows unto the Court that on August ___, 1926, he filed his petition in this Court alledging his interest in the Severn River Developing Co., the mis-management of said Corporation, dissipation of funds ect., and asking the Court to appoint Trustees or Receivers to take over said Corporation, conserve its assets, and thus protect plaintiffs interest therein. That pursuant thereto receivers for said corporation were appointed by this Honorable Court and authorized and empowered to take over the management thereof but no power of sale was given said Receivers in said order and this complainant had no knowledge that a sale of said real estate was contemplated.
Subsequent thereto, an offer of purchase was submitted in said cause by the Arundel Land Corporation, which offer was first submitted to the other parties of interest in said corporation, but was not submitted to complainant. That this offer of purchase is figured out upon a basis that will completely wipe out all of complainant's interest in said corporation and result in great financial loss to him if said purchase is ratified by this Court.
Complainant further says that this property is worth, and if offered for sale in a proper manner, will bring an amount greatly in excess of the offer of purchase from the Arundel Land Corporation. Complainant is advised that prospective purchasers of said property have sought information in connection with said property; have asked to see a plat of said property that they might know the amount of water front and the amount of same that had been sold in lots but could not obtain

said information and as a result thereof were detered from submitting an offer for said property.
Since filing exceptions to said sale complainant has endeavored to have men with knowledge of the sale value of property of this character inspect said property with the view of making an offer of purchase or of testifying to its sale value. However, owing to the reasons stated above, and the further reason that the property has been recently so covered with snow and ice that it was impossible to get upon it or to properly determine its value.
Complainant says that if the time in which testimony on the exceptions can be taken, or additional offers of purchase can be obtained, be extended to some day in the near future it will become apparent to this Court that the real estate in question will produce sufficient funds to secure plaintiff's interest and thus prevent a great financial loss to him.
Complainant further says that there are other notes of the Severn River Development Company outstanding and unpaid at this time, the owners of which notes will have a claim against the funds or proceeds from the sale of said real estate and that there is no power or authority in this Court at this time to ratify a sale of said property that specifies the payment of one note, or payments thereon, to the exclusion of others.
Wherefore the complainant prays:
1. That the time in which to take testimony on the exceptions be continued to some date in the near future as the Court shall determine.
2. That said sale to the Arundel Land Corporation be set aside and held for naught and the property be offered for sale to the highest bidder at public auction after due notice of said sale is given.
3. And for general relief.

John E. Tefsell.
Complainant.
L.R.O.

I, Le Roy Pumphrey, being first duly sworn according to law depose and say that I am counsel of record for John E. Tefsell, the complainant in the above entitled cause, and that

this affidavit is made for and on behalf of the said John E. Gefaell.
That I have prepared the above petition for the complainant and as familiar with its contents; that those matters and things stated upon knowledge are true and those stated as of information and belief I believe to be true.

Le Roy Pumphrey,
Affiant.

Subscribed and sworn to before me this 13th day of December, 1926

Wm. Martin Brady,
Clerk Circuit Court Anne
Arundel County, Maryland.

Opinion of Court dismissing Exceptions to sale and notifying same Dec. 24th 1926 — Filed Dec. 24 - 1926.

Opinion of Court.

In this case the Plaintiff, John E. Gefaell, on the 3rd. of August, 1926, filed his Bill of Complaint against the Severn River Development Company alleging that the said Company was insolvent and unable to meet its obligations, and asking for the appointment of Receivers, to which Bill of Complaint, on the 26th of August, 1926, the Severn River Development Company filed its answer consenting to the appointment of a Receiver and making serious charges against the Plaintiff, John E. Gefaell as to his mismanagement of the said corporation and his withdrawal of funds from the same.

The Court after giving the matter all possible consideration, appointed three receivers bonded and qualified and entered upon the discharge of their duties. By direction of the Court an audit of the affairs of the corporation was had, which audit is filed in this case. And shortly thereafter, on October 25th, 1926, a private offer was made for this property amounting to $112,767.42 (One Hundred and Twelve Thousand Seven Hundred and Sixty-seven Dollars and forty-two cents), together with an assumption of the obligation to lot purchasers, and to protect the interest of those who had completed the payment of the lots as well as those who were keeping up and had not forfeited their purchases, by making partial payments. The Court sought

the advice of, and named as his advisors, two prominent real estate dealers of Annapolis, wholly disinterested in the matter, to consider the offer and to advise the Court as to what should be done, they were Charles F. Lee, and J. Clayton Brewer, and they both reported in writing to the Court and their report will be found in the record, that the private offer should be accepted. In addition to that the Court made what investigation it could, having a strong prejudice against private sales of real estate at any time, unless satisfied beyond all doubt that it was to the benefit and advantage of those vitally interested, to sell the property at private sale, and finally directed the Trustees to report this sale and have the usual Nisi Order thereon, and to have the Order Nisi published in the Baltimore Sun, and also in a newspaper published in Anne Arundel County, all of which has been done.

In the meantime, on the 15th of November, 1926, the Plaintiff in the case, John E. Seffaell, filed Exceptions to the ratification of the sale in these words: "1. That said sale was not made in a regular or proper way or in accordance with the rules and practice of Equity.

2. That the property was never advertised for sale or offered to the public in any way that would provoke competitive bidding.

3. Because the purchase price is grossly inadequate.

4. The Report of sale is defective in that it does not state how the sale was made or that the purchase price is fair and equitable.

5. That the Arundel Land Corporation, the purchaser, through its members and agents did conspire with William P. Shelton, one of the promoters and managing directors of the Severn River Development Company, to deliver the property to it in a manner that would force out the said John E. Seffaell and deprive him of his interest in said property, and enable the said Arundel Land Corporation to obtain said property at a price greatly less than its true value and greatly to the benefit of both the said Arundel Land Corporation and William P. Shelton.

6. Because of other inequitable dealings between the said Arundel Land Corporation and William P. Shelton.
7. Other irregularities that will become apparent to the Court.

John E. Gefaell.

Le Roy Pumphrey, Atty. for John E. Gefaell."

which occasioned considerable delay, the Court informing Le Roy Pumphrey, Solicitor for the Plaintiff and Excepta-nt, that he was at liberty to, and the Court would not ratify the sale but give him reasonable opportunity, either to advance the offer made for this property by the Arundel Corporation, or to satisfy the Court that the slightest advance in price could be obtained over this offer at public sale, and if so, the Court would reject the same and direct the Trustees to sell the property at public auction.

After considerable delay, testimony was taken. It is not necessary for the Court to dwell on this testimony or set the same out in full, but will say that the testimony utterly fails to show that the property is worth more, or, could under any circumstances, bring more than has been offered. In fact, makes no effort along that line, but it is a noticeable fact that the Plaintiff and Exceptant, John E. Gefaell, against whom serious charges were made in the Answer of The Severn River Development Company, Incorporated, failed to appear and testify, or to answer the charges made, and when the Court inquired why he did not come forward and aid the Court and show, if he could, that the property was worth more money, was informed by the Exceptant's Solicitor, that he was in Indiana and could not come to testify. The testimony seeks to show that some conspiracy was being hatched to deprive him, the Exceptant, of what interest he had in this property. The Court has read all the testimony and it utterly fails to show any conspiracy or combination to defraud, and in other words the testimony does not enlighten the Court on any point relative to the issues, and the startling declaration was made at the oral argument on the Exceptions, by the Solicitor for Exceptant, that his client would be satisfied

to have the property bring only $50,000 provided it was put up at public auction.

The Court has, therefore, determined to dismiss the exceptions and ratify this sale upon the following terms and conditions:-

That before conveyance of the property to the said purchaser, The Arundel Corporation should file in this Court a Bond in the penalty of $30,000 executed by itself and some one of the surety companies licensed to do business in Maryland, conditioned for the faithful performance of its contract to be entered into, to make conveyance to lot owners who have completed their purchase, and to other lot owners who have bought lots in the past, as they complete their purchase and are entitled to their deeds, such conveyances to be made to said lot owners who have completed their purchases, and to other lot owners as they complete their purchases, free and clear of all encumbrances of any kind.

And the said Court being, under the terms of sale, required to fix commissions to be allowed its trustee, directs each of said trustees, when he files his claim for his commission or compensation, to have attached to the same, an affidavit, to be administered by the Clerk of this Court, that he has not, directly or indirectly, received any compensation from the purchaser of this property; that he is not connected with the Arundel Corporation, and will not, after the consummation of this sale, look to said Corporation or any party to this suit, or claimant who has filed his claim in this suit, for any compensation whatsoever.

Robert Moss, A.J.

Bond - Filed and approved Jany. 5-1927.

Know all Men by these Presents, that We, Arundel Land Corporation, a corporation, as Principal, and Fidelity and Deposit Company of Maryland, a corporation, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Thirty Thousand Dollars ($30,000.00), current money, for the payment of which sum we hereby bind ourselves, our successors and assigns.

Signed sealed this 5th day of January, 1927.

Whereas, in certain proceedings in the Circuit Court for Anne Arundel County, entitled "John E. Gefaell vs. Severn River Development Company, Incorporated in Equity, No. 5177", the said Arundel Land Corporation did offer to purchase from the Receivers of said Severn River Development Company certain property as mentioned in said equity proceedings; and

Whereas, said Court has passed an order finally ratifying and confirming the sale from said Receivers to said Arundel Land Corporation upon certain conditions; and

Whereas, it was a condition of said purchase that said Arundel Land Corporation would assume an obligation to certain creditors of the said Severn River Development Company, which is incorporated in its offer of purchase, as follows: "If we should acquire the property, we agree to issue deeds to all those lot purchasers who have paid for their lots in full, and the other lot purchasers will have an opportunity to pay the balance of the installments payable by them in order to obtain title to the lots purchased by them."

Now, the Condition of this Obligation is such that if the said Arundel Land Corporation shall make conveyance to lot owners who have completed their purchases and to other lot owners who have bought lots in the past as they complete their purchases and are entitled to their deeds, such conveyances to be made to said lot owners who have completed their purchases and to other lot owners as they complete their purchases free and clear of all encumbrances of any kind, then the above obligation is to be void, otherwise, it is to remain in full force and effect.

Signed, sealed, and delivered in the presence of:
Lillie Strauss.

Corporate seal

Arundel Land Corporation
By: Aaron Strauss
President.

E. V. Shockley
as to surety

Corporate seal

Fidelity and Deposit Company of Maryland.
By: J. E. Hardy.

Petition of Receivers and Order of Court - Filed Jany. 5 - 1927.

To the Honorable the Judge of said Court:

The petition of Benjamin Michaelson, Eugene P. Childs and Myron L. Cattons, respectfully represents unto Your Honor:

1. That on or about the twenty-eighth day of August, 1926, your petitioners were appointed receivers for the Severn River Development Company, Incorporated, and qualified by filing their duly approved bond.

2. That the principal assets which came into the hands of your receivers were the equity of redemption to two tracts of land on the southside of the Severn River, known as the Henry and Phillips Tracts, the Henry Tract containing about 334 acres, more or less, and described in a deed from Aaron Strauss and wife to the Severn River Development Company, Incorporated, dated August 31, 1925, and recorded among the Land Records of Anne Arundel County, in Liber N. M. B. 8, Folio 446, and the Phillips Tract containing about 149 64/100 acres, more or less, and described in a deed from John E. Gefsell and wife to said Severn River Development Company, Incorporated, dated August 5, 1925 and recorded among said Land Records in Liber N. M. B., 7, Folio 277.

3. That these tracts were heavily encumbered with mortgages, most of which were in default; that there were outstanding rights of lot purchasers from the Severn River Development Company, Incorporated that were sorely in need of protection; that your petitioners were able to make a sale of said land to the Arundel Land Corporation protecting all the mortgage holders and all of the lot purchasers in full, which sale was highly advantageous to the said estate and amounted to $112,757.42, plus the costs; that exceptions were filed to said sale and were argued by your petitioners and the exceptions were dismissed; that your petitioners, and each of them, have performed legal services in connection with said receivership as well as the usual duties incumbent upon receivers, and that they feel that the business administration of their receivership has been highly advantageous to the estate; that by the terms of said purchase the purchaser agreed

to pay all the costs incident to said sale, including the compensation to your petitioners, in such reasonable amount as may be fixed by this Honorable Court.

Wherefore your petitioners pray this Honorable Court to pass an order fixing the compensation for your petitioners for the making of said sale.

And as in duty bound, etc.

Benjamin Michaelson
Eugene P. Childs
Myron S. Cotton.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 5th day of January, 1927, before me, the subscriber, Clerk of the Circuit Court for Anne Arundel County, State of Maryland, personally appeared Benjamin Michaelson, Eugene P. Childs and Myron S. Cotton, and each 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, information and belief, and each of them made oath that he has not directly or indirectly received any compensation from the purchase of this property, that he is not connected with the Arundel Land Corporation, and will not, after the consummation of this sale, look to said corporation or any party to this suit, or any claimant who has filed his claim in this suit for any compensation whatsoever.

Witness my hand and the seal of said Court.

Frank S. Revell,
Clerk.

Upon the foregoing petition and affidavit it is this 5th day of January, 1927, ordered by the Circuit Court for Anne Arundel County, State of Maryland, that each of the said Benjamin Michaelson, Eugene P. Childs, and Myron S. Cotton is allowed the sum of $850.00 for his services in conducting the receivership of the Severn River Development Company, which sum is to be paid in accordance with the terms of an agreement entered into between them and the Arundel Land Corporation, as provided in a decree dated the 24th day of December, 1926, ratifying said sale.

Robert Moss, A.J.

Supplementary Decree - Filed Jany. 12 - 1927.

Whereas, by a decree of this Court passed in the above cause and dated December 24, 1926, Eugene P. Childs, Benjamin Michaelson and Myron S. Cotton Receivers, were authorized to convey the property mentioned in this cause to the purchaser of the same, but since it does not clearly appear that the said Receivers were duly authorized to execute assignments of the contracts receivable mentioned in this cause, to the said purchaser of the same,

It is hereby ordered and decreed this 12th day of January, 1927, by the Circuit Court for Anne Arundel County, that the said Receivers, Eugene P. Childs, Benjamin Michaelson and Myron S. Cotton, be and they are hereby authorized to execute assignments of the contracts receivable, mentioned herein, to the purchaser, the Arundel Land Corporation.

Robert Moss, A. J.

In The Matter of the Petition of The Change of Name of Ellsworth B. Collier

No. 5248 Equity
In the Circuit Court for Anne Arundel County

Petition and Order of Court thereon - Filed Jany. 18, 1927.

To The Honorable The Judges of Said Court:

The petition of Ellsworth B. Collier respectfully represents:

1. That is present name is Ellsworth B. Collier and that he resides in the City of Annapolis, Maryland, and is engaged in the Insurance business.

2. That, although his real name is Ellsworth B. Collier, he has used the name of Ellsworth C. Burt for a long period of time, approximately twenty-five years, has conducted business in this latter name and is widely known among his friends and business acquaintances by said name.

3. That he desires to change his name to Ellsworth C. Burt so that he may avoid any further confusion or legal complications.

Wherefore, your petitioner prays that this Honorable Court pass an order changing his name to Ellsworth C. Burt.

Benjamin Michaelson
Solicitor for Petitioner.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 18th day of January 1927, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the above-named Ellsworth B. Collier, and made oath in due form of law that the matters and things set forth in the foregoing petition are true to the best of his knowledge and belief.

Witness my hand and Notarial seal.

Notary Seal

Benjamin Michaelson,
Notary Public

Order of Court

Upon consideration of the foregoing petition and affidavit, it is this 18th day of January, 1927, by the Circuit Court for Anne Arundel County in Equity, Adjudged, Ordered, and Decreed that the usual Order of Publication in accordance with the Rules of this Court issue in this

case, giving notice of the substance and object of this petition.

Robert Moss A.J.

Order of Publication - Filed 18 Jany. 1927

The object of the petition in the above case is to change the name of Ellsworth B. Collier to Ellsworth C. Burt.

The petition states that the petitioner is a resident of the City of Annapolis, Maryland, that his present name is Ellsworth B. Collier, and that the reasons for changing his name are that he has used the name of Ellsworth C. Burt for twenty-five years, has conducted business in that name and is widely known among his friends and business acquaintances by said name and that he desires to avoid any further confusion or legal complications.

It is thereupon, this 18th day of January 1927, by the Circuit Court for Anne Arundel County in Equity, ordered that the petitioner cause a copy of this order with the object and substance of the petition to be inserted in some newspaper published in Anne Arundel County, Maryland, once a week for three successive weeks, before the 19th day of February, 1927, giving notice to whom it may concern to appear in this Court, in person or by solicitor, on or before the 7th day of March, 1927, to show cause, if any there be, why a decree shall not be passed as prayed.

Frank S. Revell, Clerk.

Certificate of Publication - Filed 8 March 1927

Annapolis, Md. —— 192-

We hereby certify that the annexed Order of Publication - Collier #5248 Equity was published in Maryland Gazette, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 19th day of February, 1927. The first insertion being made the 20th day of January, 1927.

The Capital Publishing Co.
By H. L. Strange.

Final Order - Filed 8 March 1927.

Upon consideration of the aforegoing petition and affidavit, it is this 8th day of March, 1927, by the Circuit Court for Anne Arundel County, in Equity Adjudged, Ordered and Decreed that the name of Ellsworth B. Collier of the City of Annapolis, Maryland, be, and it is hereby, changed from Ellsworth B. Collier to Ellsworth C. Burt, as is prayed in said petition, no cause to the contrary having been shown as required by the Order of Publication issued in accordance with the foregoing Order, and it is further ordered that the petitioner pay the costs of these proceedings.

Robert Moss. A. J.

Trust Estate of Wm. G. Higgins & Susanna Higgins, his wife

No. 5212 Equity.
In the Circuit Court for Anne Arundel County.

Mr. Clerk:

Docket this case and file Deed of Trust herewith.

Filed Oct. 19th, 1926.

James M. Munroe, Trustee.

Deed of Trust - Filed October 19th - 1926.

This Deed of Trust, made this third day of October in the year nineteen hundred and twenty-four by William G. Higgins and Susanna Higgins, his wife, of Annapolis, Maryland, parties of the first part, and James M. Munroe, Trustee as hereinafter named, of Annapolis, Maryland, party of the second part.

Witnesseth:

Whereas, the parties of the first part, together with James F. Strange, are indebted unto the Farmers National Bank of Annapolis in the sum of five thousand two hundred ninety-seven dollars fifty four cents ($5,297.54), being the balance due on certain notes of the said James F. Strange, upon which said parties of the first part are sureties, payable to said Bank, upon which judgments have been recovered, which judgments are liens upon the property hereinafter mentioned, and hereby conveyed, and

Whereas, the Farmers National Bank of Annapolis has forborne to issue execution to enforce payment of said judgments, in consideration of the execution of these presents, and

Whereas for the payment of said debt, said James F. Strange and the parties of the first part have passed to the said Bank their promissory note, dated 27th of September, 1924, for the sum of fifty-two hundred ninety-seven dollars and fifty four cents ($5297.54), payable on demand with interest payable semi-annually thereon and

Whereas, it was a condition precedent to the acceptance of said note that these presents should be executed to secure payment thereof.

Now this Deed Witnesseth, that in consideration of the premises, and for the purpose of securing the aforesaid indebtedness of the said parties of

the first part, to the Farmers' National Bank, as evidenced by the aforesaid promissory notes, the said parties of the first part, doth by these presents bargain and sell, give, grant and convey unto the said James M. Munroe, trustee as hereinbefore named, the following property situate in the city of Annapolis, Anne Arundel County, Maryland, namely:

All that lot of ground, fronting twenty-two feet, more or less, on Charles Street, in said city of Annapolis, and having a depth therefrom of ninety feet, more or less, improved by a frame dwelling house and outbuildings, which by deed dated 18th of September, 1916, and recorded in the Land Records of Anne Arundel County in Liber G. H. No. 129, folio 71 &c., was conveyed by said William G. Higgins and wife to Julia M. Strange, and which by the last will and testament of the said Julia M. Strange, now deceased, duly admitted to probate by the Orphans' Court of Anne Arundel County, and recorded in the office of the Register of Wills of said County in Liber A. B. H. No 2, folio 182, was devised unto the said William G. Higgins and Susanna Higgins, his wife, as tenants by the entireties.

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 hereinbefore described premises and lands unto the said James M. Munroe, his heirs and assigns; In Trust, Nevertheless, to permit and allow the said parties of the first part, William G. Higgins and Susanna Higgins, his wife, part of the first part, to hold, occupy and enjoy said lands and premises hereby conveyed, until the same shall be sold and disposed of under the provisions of this Deed of Trust, or re-conveyed as hereinafter stated, and without any responsibility on the part of the said Trustee, or of the said Bank, for the rents, issues and profits arising from the said real estate, or for any loss or depreciation of the said land or the buildings thereon, until the same shall be sold and the proceeds received by the said Trustee, or by the said Bank, and without any responsibility on the part of the said Trustee

for the non-payment of taxes or insurance, the responsibility of the said Bank and of the said Trustee being limited only to the actual receipts of money by the same. And upon the full payment of all the said notes and debts, and any renewals of or substitutes for the same, or any part thereof, and the discount and interest thereon and all proper costs, charges commissions and expenses at any time before the sale herein provided for, then to release and reconvey the said described premises unto the said parties of the first part, their heirs, executors, administrators and assigns.

But if default be made on the part of the said parties of the first part, their heirs, executors, administrators and assigns to pay said debts or loans so made by the said Bank, on the demand of the said Bank, at any time after the maturity thereof, and in accordance with the terms of such loans, and the notes given for the same, or for any renewal of or substitute for the same in whole or in part, which the said Bank may agree to make, or upon the demand of the said Trustee, under the direction of the said Bank, then to sell the property hereinbefore conveyed, or so much thereof as may be necessary, for the payment of the said indebtedness, or so much thereof as may remain unpaid, and to apply the proceeds of sale as follows:

First - To the payment of all costs, charges, and expenses incident to such sale, including a commission of six per cent to the person making the sale on the amount realized therefrom, together with all taxes, insurance premiums or other proper charges which may be on 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 and discharge in full of the whole amount of the said debts and loans then remaining due and owing to the said Bank, including any costs, charges and expenses of any kind whatever to which the said Bank may have been subjected or liable for by reason of the said loans. And also to the satisfaction and payment of any other loans, debts, notes and obligations for which the said parties of the first part may be

liable to the said Bank.

And as to the residue, if any, arising from such sale or sales, to pay the same to the said parties of the first part or their assigns, or to such person as the Court may direct.

And the said parties of the first part doth hereby further covenant to pay all the taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on the property hereby conveyed, and also to keep insured the improvements on the property hereby conveyed, and to cause the said insurance policy to be so framed that the loss thereunder shall inure to the benefit of the said Bank. And a default on the part of the said parties of the first part to keep the taxes on the property paid up, and to keep the improvements on the said property insured, shall be considered a default under this Deed of Trust, and in case of such default the trustee may, if so required by said Bank, proceed to execute the power of sale hereby granted.

Witness the hands and seals of the said grantors.

Test:

Ethel I. Waters,

Wm. G. Higgins (seal)

Susanna Higgins (seal)

State of Maryland Anne Arundel County, to wit:

I Hereby Certify, That on this third day of October in the year nineteen hundred twenty four before the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared William G. Higgins and Susanna Higgins his wife and acknowledged the aforegoing deed of trust to be their act and deed. And at the same time also appeared James M. Munroe, the within named Trustee, and made oath in due form of law, that the consideration set forth in the aforegoing Deed of Trust, is true and bona fide as therein set forth.

Witness my hand and seal Notarial.

Notary's Seal

Ethel I. Waters.
Notary Public.

Joint and Several Note.

$5,297.54 Annapolis, Md. Sept. 27, 1924.

On demand after date, for value received, we jointly and severally promise to pay to the Farmers National Bank of Annapolis, or order Five thousand two hundred ninety-seven and 54/100 dollars, with interest payable semi-annually thereon negotiable and payable at said Bank; and agree upon defalcation, to pay an attorney's fee; and hereby authorize any attorney of record to appear for us in any Court, or before any Justice of the Peace, at the suit of the holder, and confess judgment in favor of said holder for the amount due, with interest and costs. And authorize any Justice of the Peace or Clerk of any Court to enter judgment for any amount due on this note, within his jurisdiction, without appearance of attorney; waiving all exemptions. And whenever, in the judgment of the holder of this note, it may become necessary, for his or its protection, we authorize entry of judgment against us at any time before maturity of this note.

James F. Strange
Wm. G. Higgins
Susanna Higgins

State of Maryland, Anne Arundel County, Set:

On the 4th day of November, 1926, before the subscriber, Register of Wills in and for said County, personally appeared Daniel H. Nichols, Cashier, Farmers Nat'l Bank of Annapolis and made oath in due form of law that the foregoing note is just and true; and that to the best of his knowledge and belief no part of the money intended to be secured by said instrument has been received, or any security or satisfaction given for the same, except the amount accredited.

Sworn before — Reg. of Wills Seal

Aden B. Duckett
Register of Wills for A. A. Co.

Bond - Filed and approved 19th October, 1926.

Know all Men by these Presents:

That we James M. Munroe of Annapolis, Maryland, and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto

the State of Maryland, in the full and just sum of Seven 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, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 19th day of October in the year of our Lord nineteen hundred and twenty six.

Whereas, the above bounden James M. Munroe by virtue of a power contained in a Deed of Trust from Wm. G. Higgins and Susanna Higgins, his wife to James M. Munroe, Trustee, dated October 3rd, 1924 and recorded in Liber N. N. N. No. 91 folio 146 etc., 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 James M. Munroe is about to execute the power vested in him in said Deed of Trust contained.

Now the Condition of the above Obligation is such, that if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, and shall well and faithfully perform the trust reposed in him by said Deed of Trust, then the above obligation shall be void, otherwise to remain in full force and virtue in law.

Test: ——

Countersigned:
Wilson G. Gatt,
Attorney in Fact.

Corporate Seal

James M. Munroe, (Seal)
Maryland Casualty Co.
Per Chas. F. Lee of
Charles F. Lee & Co.,
Agents.

Report of Sale, etc. - Filed Nov. 27-1926.

To the Honorable, the Judges of said Court:

The report of James M. Munroe, Trustee in this case respectfully shows:

That after having given bond with surety duly approved for the faithful discharge of his duty in this case and after having advertised the property in the Evening Capital and by Hand-bills, for a considerable length of time, more than three weeks before the

day of sale, thereby giving notice of the time, place, manner and terms of sale, he did attend in person at the Court House door, in the City of Annapolis, Maryland, on Tuesday, November 9th, 1926, at eleven o'clock A.M., the time and place advertised for said sale, and then and there did offer the said property at public sale and after considerable bidding withdrew the property for lack of sufficient bid, the highest bid received for the same being forty-six hundred dollars ($4600.00) and he then and there announced that he would hold the said property at private sale.

That since that time he has made various efforts to sell the said property, which has been inspected by various persons with a view to purchasing and that he has now sold the property at and for the sum of five thousand dollars ($5000.00) to be paid in cash on ratification of sale, to William A. Nayden and Helen M. Nayden, his wife, and he files herewith one of the hand-bills of the said sale on which is endorsed a memorandum of the said sale signed by the purchasers.

All of which is respectfully submitted.

James M. Munroe,
Trustee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 23rd day of November in the year Nineteen hundred and twenty-six before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared James M. Munroe and made oath in due form of law that the matters and things set forth in the foregoing report are just and true as therein stated and that the said sale was fairly made.

As witness my hand and seal Notarial

Notary Seal

Mary Elizabeth Brown,
Notary Public.

We hereby agree to the immediate ratification of the above reported sale.

Witness:
H. Kelly.

James M. Munroe, Trustee
Wm. A. Nayden,
Helen M. Nayden,
Purchasers.

Witness: Alice M. Silghman.

Susanna Higgins
James M. Munroe.
Atty. F. N. Bank.

Handbill. William H. Moss, Auctioneer.

Trustee's Sale of valuable House and Lot on Charles Street, Annapolis, Maryland.

By virtue of the power of sale contained in a Deed of Trust from William G. Higgins and Susanna Higgins his wife, dated the 3rd of October, 1924, and recorded in the Land Records of Anne Arundel County in Liber W. N. W. No. 91, folio 146, and at the request of the owner of the hereinafter mentioned property, I will offer at public sale at the Court House door, in the City of Annapolis, Maryland, on Tues., November 9, 1926 at 11:00 o'clock A. M. the following property:

All that lot of ground fronting 22 feet, more or less, on Charles street, Annapolis, Maryland, having a depth therefrom of 90 feet, more or less, improved by a frame dwelling house and outbuildings and most desirably located for a private residence. The house contains, in addition to parlor, dining-room, kitchen and pantry on first floor, five bed-rooms on the second and third floors, with bath, has running water on all three floors, electric lights and furnace heat, and a good cellar under the building. The house is located on a pleasant lot and is most desirable for a private home.

This property can be seen at any time by persons desiring to inspect with a view to purchase, by application to the undersigned trustee.

Terms of Sale:- One-half (½) cash on ratification of the sale, balance in one year from date of sale, deferred payment to bear interest from day of sale and to be secured to the satisfaction of the undersigned trustee. A deposit of $500 on account of the purchase money will be required on the day of sale. Fifty per cent of the purchase money can be obtained on first mortgage of the property. At the option of the purchaser the total purchase money may be paid in cash on ratification of sale.

For further particulars apply to the undersigned.

James M. Munroe,
Trustee.

Annapolis, Md., Nov. 18th, 1926.

I have this day sold at private sale to William A. Nayden and Helen M. Nayden, his wife, at and for the sum of five thousand dollars ($5000.00) the

property described on the other side of this advertisement to be paid in cash on ratification of sale, taxes and insurance to be adjusted to day of sale and all prior liens on the property paid off.

James M. Munroe,
Trustee.

We have this day purchased the above property as above set out and upon the terms upon mentioned of James M. Munroe, Trustee.

Wm. A. Nayden
Helen M. Nayden

Order -

Ordered by the Court, This 27th day of November, 1926 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, and all parties in interest having agreed thereto in writing
and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A. J.

Auditor's Report and Account - Filed Dec. 23rd. 1926.

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,

James. N. Owens,
Auditor.

Dr. Trust Estate of Wm. G. Higgins and Susanna Higgins, his wife in ac. with James M. Munroe, Trustee. Cr.

1926.					1926.		
By attorney's commissions			$180	00	To proceeds of sale	$5000	00
" Solicitor's appearance fee			10	00	To proportion of		
" Clerk's costs			8	65	1926 City Taxes		
" Auctioneer			20	00	refunded	18	90
" Bond premium			21	00	To proportion of		
" Auditor			9	00	1926 County Taxes		
" advertising sale (Capital)			39	50	refunded	29	22
" Hand-bills of sale			6	25	To proportion of		
By amount paid Farmers					1926 fire insurance		
National Bank on its claim			4757	60	premium refunded	3	88
			$5052	00		$5052	00
Claim of Farmers National Bank							
of Annapolis			5297	54			
Interest thereon from 6/30/26 to							
11/18/26			119	18			
			$5416	72			
By amt. paid on above claim							
from proceeds of sale	$4757	60					
By bal. due Farmers Nat'l Bank	659	12					
	$5416	72					

Order -

Ordered by the Court, this 5th day of April, 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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 Farmers National Bank - Filed Jany. 6 - 1927.

The Farmers National Bank of Annapolis doth hereby acknowledge to have received from James M. Munroe, Trustee, in the above entitled case, the sum of forty-seven hundred fifty-seven dollars and sixty cents ($4757.60) on account of the debt secured by the Deed of Trust in the above entitled case.

In Consideration Whereof the said Bank doth hereby release the said James M. Munroe, Trustee, his heirs, executors, administrators and sureties from all claims and demands for and on account of the payment of the same.

Witness the corporate name of said Bank by Daniel H. Nichols, Cashier, this 5th day of January in the year Nineteen hundred and twenty-seven.

Farmers National Bank of Annapolis,
By Dan Nichols, Cashier.

In the Matter of Petition of Edward Marcy to change name.

No. 5197 Equity. In the Circuit Court for Anne Arundel County.

Petition and order thereon.-Filed Sept. 21-1926.

To the Honorable the Judges of said Court:

Your petitioner Edward Marcy, respectfully represents unto this Honorable Court:

1. That he is known, and has been known and identified under the name of Edward Smith, since he was about two weeks old; but that his true name is Edward Marcy, legitimate son of Simon Marcy and Celecia Stone Marcy, and was born June 18, 1884, at Friedmansville, Lehigh County, Pennsylvania

2. That his father died about a week or ten days before he came into the world, and his mother died about ten days after his birth; and he was adopted by Thomas Smith, and his wife, Kate Smith, who were living at that time at Friedmansville, where he was born; and was baptised at the church of the Holy Infancy, in Bethlehem, Pennsylvania, on the 4th day of August, 1883, as Edward Marcy;

3. That he enlisted in the Marine Corps as Edward Smith, in 1906, and was discharged under than name from the Service in 1910;

4. That he was married in 1911 under the name of Edward Smith and now has a wife and five living children, which said children were baptised under the name of Smith;

5. That he was appointed Watchman at the United States Naval Academy, in 1920, under the name of Edward Smith.

6. That he never knew that his parents were named Marcy, and that his name was Edward Marcy, until a few weeks ago, when he was called upon by the Civil Service Commissioner for his identification, place of birth, and age. On receiving this information he learned for the first time the names of his parents, and that his name was Edward Marcy.

7. In view of the facts stated above, your petitioner desires that his name be changed to that of Edward Smith, the name he has been known by, and which he believed to be his true name, to prevent complications in the future.

Your petitioner therefore prays that this Honora-

ble Court pass an order and decree that the name of your petitioner be changed from Edward Marcy to that of Edward Smith.

And he will ever pray, etc.

Edward M. Smith,
Petitioner.

A. I. Brady,
Solicitor for Petitioner.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 21st day of September, 1926, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared the above named Edward Marcy, and made oath in due form of law that the matters and facts set forth in the above petition are true to the best of his knowledge and belief.

As witness my hand and seal Notarial.

Notary Seal

Elinore G. Grimault
Notary Public.

Upon consideration of the aforegoing petition and affidavit, it is this 21st day of September, 1926, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that the usual order of Publication in accordance with the Rules of this Court issue in this case, giving notice of the substance and object of this petition.

Robert Moss, A. J.

Order of Publication - Passed Sept. 21 - 1926.

The object of the petition in the above entitled case is to change the name of Edward Marcy to that of Edward Smith.

The petition states that he is known, and has been known and identified under the name of Edward Smith since he was about two weeks old; but that his true name is Edward Marcy, legitimate son of Simon Marcy and Celecia Stone Marcy, and was born June 18, 1884, at Friedmansville, Lehigh County, State of Pennsylvania.

That his parents died about ten days after his birth, and that he was adopted by Thomas Smith and his wife, Kate Smith.

That he never knew until a few days ago that his true name was Marcy, and not Smith.

That he enlisted in the Marine Corps in 1906 as Edward Smith; a
That he was married under the name of Edward Smith
That he was appointed Watchman at the United States Naval Academy in 1920 as Edward Smith, and his reason for wanting to change his name from that of Edward Marcy is to prevent complications in the future.

It is thereupon this 21st. day of September, 1926, by the Circuit Court for Anne Arundel County, in Equity, ordered that the petitioner cause a copy of this order with the object and substance of the petition to be inserted in some newspaper published in Anne Arundel County, once a week for three successive weeks, before the 22nd. day of October, 1926, giving notice to whom it may concern to appear in this Court, in person or by solicitor, on or before the 6th day of November, 1926 to show cause, if any there be, why a decree shall not be passed as prayed.

Wm. Martin Brady, Clerk.

Certificate of Publication.

Annapolis, Md. Oct. 16 - 1926.

We hereby certify, that the annexed advertisement Order of Publication, Marcy, Equity 5797 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 Twenty-second day of October the first insertion appearing on the Twenty-second day of September, 1926.

The Capital Publishing Company.
By L. F. Clow.

Decree - Filed Feby. 25 - 1927.

The Order of Publication heretofore past by the order of this Court, dated the 21st. day of September, 1926, and passed in the Matter of Edward Marcy to change his name from that of Marcey to that of Smith, having been duly published (as will appear by a certified copy of said Order by filing in this case), and no cause to the contrary having been shown to this Court.

It is thereupon this 25th day of February, in the year nineteen hundred and twenty-seven, adjudged, ordered and decreed by the Circuit Court for Anne Arundel County, in the State of Maryland, sitting in Equity, that the name of Edward Marcey be and the same is hereby changed from Edward Marcey to Edward Smith. And it is further ordered that the petitioner pay the costs of these proceedings.

Robert Mas, A. J.

Sun Life Insurance Company of America, a Corporation
vs.
William E. Cloman and Annie L. Cloman, his wife.

No. 5213 Equity.
In the Circuit Court for Anne Arundel County.

Mortgage - Filed October 22, 1926.

This Mortgage made this twenty-third day of August in the year one thousand nine hundred and twenty-three, by and between, William E. Cloman and Annie L. Cloman, his wife, of Baltimore City, in the State of Maryland, parties of the first part Mortgagors; and the Sun Life Insurance Company of America, a body corporate, duly incorporated under the Laws of the State of Maryland, party of the second part, Mortgagee.

Whereas, the said Mortgagors stand bona fide indebted unto the said Mortgagee in the full and just sum of Thirty-six Hundred Dollars, ($3600.00), for money this day cash loaned by the latter to the former, which said sum of money the said Mortgagors hereby covenant and agree to repay unto the said Mortgagee as follows: One Hundred and Eighty Dollars ($180.00) at the expiration of one and two years from the date hereof respectively, and the balance to wit, the sum of Thirty-two Hundred and Forty Dollars ($3240.00), at the expiration of three years from the date hereof; together with interest to accrue thereon at the rate of five per centum per annum, payable quarterly; both principal and interest being payable in gold coin of the United States of the present standard of weight and fineness; and

Whereas, the Mortgagors further covenant that they will pay the annual premium of Ninety-two + 07/100 ($92.07/100) - Dollars upon Policy No. 1005544 L.A. issued to L.A. William E. Cloman by the Mortgagee, when due and payable, during the existence of this mortgage, or any extension or renewal thereof; that upon the death of the said William E. Cloman, the mortgage debt and interest hereby secured shall immediately become due and payable; that if the property hereby mortgaged is sold or transferred at any time during the existence of this mortgage or any ex-

tension or renewal thereof, then the mortgage debt and interest hereby secured shall immediately become due and payable; that receipted tax and ground rent bills shall be exhibited to the Mortgagee not later than October 1st., of each year; and

Whereas,- it was a condition precedent to the granting of said loan that it be secured by a mortgage, wherefore, these presents are executed.

Now Therefore, This Mortgage Witnesseth,- that in consideration of the premises, and of the sum of One Dollar, the said William E. Cloman and Annie L. Cloman, his wife, do hereby grant and convey unto the said the Sun Life Insurance Company of America, its successors and assigns, in fee simple, all those two lots of ground situate in Anne Arundel County, in the State of Maryland, and known as Lots Numbers Seven (7) and Eight (8), Section "M", Brooklyn Park Subdivision No. 1 of John K. Culver as appears in Plat Book G. R. No. 1, folio 127; said lots having combined frontage of fifty feet on the south side of Sixth Avenue with even rectangular depth southward of one hundred and twenty-five feet to a ten foot alley, bounded on the north by Sixth Avenue, on the east by Lot No. 6, Section M, on the south by a ten foot alley and on the west by Lot No. 9, Section M, all in said Subdivision.

Being,- the same property described in a deed from William N. Crisp and wife to the within named Mortgagors, dated April 14th, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 71, folio 92.

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

To have and to hold the said lots of land, with the improvements and appurtenances aforesaid, unto the said mortgagee its successors and assigns, in fee simple, forever.

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

But upon any default being made in the pay-

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

And upon any default in the terms of this mortgage, a sale may be made by the said mortgagee, its successors or assigns, or by Jacob M. Moses, their attorney under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code of 1904, Public General Laws, or any other, general or local laws of the State of Maryland relating to mortgages. And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; and the sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the County in which the land is situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.

And it is agreed that upon any sale of said property under this mortgage, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty dollars for conducting the proceedings if without contest, but if legal services be rendered to the mortgagee or its assignee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the mortgagee, its successors or assigns hereunder, whether the same shall have then matured or not; and, third, the balance, if any, to the said Mortgagors, their heirs and assigns, and half of such commissions and all such expenses and costs shall be paid by the mortgagor or his assigns in the event that the

mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagors, their heirs or assigns shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, public dues and charges the said Mortgagors covenant to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof, at the place of business of the mortgagee, or its agent. And upon any default in any of the covenants of this mortgage, the mortgagee shall be entitled, without notice to the mortgagors, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or no a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

And the said mortgagors covenant to keep the improvements on the land insured against loss by fire, in an insurance company or companies selected by, and in an amount designated by the said mortgagee, and to cause the policy or policies to be reframed or indorsed as in case of fire to inure to the benefit of the said mortgagee, its successors or assigns, to the extent of its lien or claim under this mortgage, and to deliver the policy or policies to the mortgagee, to be kept by the mortgagee. And in the event of any loss by fire the insurance company or companies are hereby directed by the mortgagor to make payment for such loss to the mortgagee only, and not to the mortgagors and mortgagee jointly; such payment to the mortgagee shall be applied to the extinguishment of the principal, interest and expenses secured by this mortgage whether then due or not, but shall not exceed the amount payable under this mortgage.

And the said mortgagors covenant to warrant

specially the said property, and to execute such further assurances thereof as may be requisite.
As Witness, - the hands and seals of the said Mortgagors.

Witness: William E. Cloman (Seal)
Geo. C. Niedersum Annie L. Cloman (Seal)

State of Maryland, Baltimore City, to wit:
I Hereby Certify, that on this twenty-third day of August in the year one thousand nine hundred and twenty-three before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William E. Cloman and Annie L. Cloman, his wife, the within named Mortgagors, and they acknowledged the aforegoing mortgage to be their respective act.
At the same time also appeared J. Harold Rosenblatt, Treasurer of the within Mortgage and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.
In Testimony Whereof, I have affixed my official seal the day and year aforesaid.

Notarial Seal
George C. Niedersum
Notary Public.

Statement of Mortgage Debt - Filed Oct. 22-1926.
Under mortgage from the said Cloman and wife to said Sun Life Insurance Company of America dated August 23rd, 1923, and recorded among the Mortgage Records of Anne Arundel County in Liber N. N. N. No. 69, Folio 25 etc.

To balance due on principal	$3240.00
To interest at five per cent from May 23, 1926, to October 23rd, 1926	67.50
To Life Insurance Premium	92.07
with legal interest	$3399.57
Interest 2 months	34.00
	$3433.57

State of Maryland, City of Baltimore, to wit:
I Hereby Certify, that on this 19th day of October, in the year nineteen hundred and twenty-six, before me a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared J. Harold Rosenblatt, Treasurer of the Sun Life Insurance Company of America, 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 the said cause now remaining due and unpaid.

Witness my hand and Notarial Seal.

Notary Seal

Nellie R. Watts,
Notary Public.

Bond - Filed and approved 19th Nov. 1926.

Know all Men by these Presents: That we Jacob M. Moses of Baltimore, Maryland and New Amsterdam Casualty Company, a body corporate of the State of Maryland, are held and firmly bounden unto the State of Maryland in the full and just sum of Five Thousand and no/100 ($5000.00) 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 and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this eighteenth day of November in the year nineteen hundred and twenty-six.

Whereas, the above bounden Jacob M. Moses by virtue of the power contained in a mortgage from William E. Cloman and wife to Sun Life Insurance Company bearing date the 23rd day of August nineteen hundred and twenty-three and recorded among the Land Records of Anne Arundel County, in Liber No. N. N. N. Folio 69, and 257 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 Conditions of this Obligation are such, that if the above bounden Jacob M. Moses 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

Nellie R. Watts

attest: Mary M. Williams.

Corporate Seal

Jacob M. Moses (seal)

New Amsterdam Casualty Co.

By J. V. Barker

Attorney-in-Fact.

Report of Sale - Filed Nov. 29 - 1926.

To the Honorable, the Judge of the Circuit Court for Anne Arundel County:-

The Report of Sale of Jacob M. Moses, the attorney named in the mortgage from William E. Clowdsu and wife to Sun Life Insurance Company of America and filed in these proceedings, to make sale of the fee simple property described in the said mortgage in the proceedings in this cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his duties as such attorney, which said bond was duly approved by this Honorable Court, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Annapolis, Maryland, for more than three successive weeks preceding the day of sale and inserted in the Sunday Sun and Sunday American, two newspapers published in the City of Baltimore, for more than three successive weeks proceeding the day of sale, a copy of which advertisement is attached hereto, the said attorney named in the said mortgage did pursuant to said notice on Tuesday, November 23rd. 1926, at 3 o'clock P. M. attend on the premises and then and there sold the said fee simple property described in the said mortgage and also in the said advertisements, hereto attached to Philip Blum of Baltimore City for the sum of Forty-eight Hundred ($4800.00) Dollars, the said Philip Blum being then and there the highest bidder for the said property.

Respectfully submitted.
Jacob M. Moses
Attorney named in said mortgage

State of Maryland, Baltimore City, to wit:

I Hereby Certify that on this 26" day of November, 1926, before me the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Jacob M. Moses, attorney named in the mortgage referred to in the foregoing Report of Sale and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth and that the sale thereby re-

ported was fairly made.
Witness my hand and Notarial Seal.

Notary Seal

Nellie R. Watts.
Notary Public.

Handbill - Maryland Gazette.
Mortgage Sale of Valuable Fee-simple Property and Improvements
Situate on the South side of Sixth Avenue, Brooklyn Park, Anne Arundel County, Md., and more particularly described below.
Under and by virtue of the power and authority contained in a mortgage from William E. Clonnan and wife to the Sun Life Insurance Company of America, dated August 23, 1923, and recorded among the mortgage records of Anne Arundel county in Liber N. R. No. 69, folio 257, etc., (default having occurred thereunder) the undersigned, the attorney named in said mortgage, will sell at public auction, on the premises, on Tuesday, November 23, 1926 at 3 o'clock P. M., all those two lots of ground situate in Anne Arundel County, in the State of Maryland, and known as Lots Numbers Seven (7) and Eight (8), Section "M", Brooklyn Park, Sub-division No. 1 of John K. Culver, as appears in Plat Book G. M. No. 1, folio 127; said lots having combined frontage of fifty feet on the south side of Sixth avenue with even rectangular depth southward of one hundred and twenty five feet to a ten foot alley, bounded on the north by Sixth avenue, on the east by Lot No. 6, Section M, on the south by a ten-foot alley and on the west by Lot No. 9, Section M, all in said sub-division.
Improved by a two and one half story shingle dwelling containing seven rooms, bath and kitchen with frame garage in rear for two cars.
Terms of Sale. - A cash deposit of $500 will be required of the purchaser at the time and place of sale and the balance of the purchase price in cash upon the final ratification of the sale, which will be approximately thirty days from the date thereof.
Taxes and other expenses, if any, to be adjusted as of the day of sale.

The E. J. Newell Co., Inc.,
Auctioneers.

Jacob M. Moses,
Attorney named in Mortgage

Handbill - Sunday Sun.

Mortgage sale of valuable fee-simple property and improvements.

Situate on the south side of Sixth Avenue, Brooklyn Park, A. A. Co., Md., on the premises on Tuesday Nov. 23, 1926, at 3 o'clock P. M.

Lot about 50 X 125 in fee. Improved by a 2½ story shingle dwelling, containing 7 rooms, bath and kitchen; also frame garage in rear for two cars.

For terms of sale and full description see the Maryland Gazette, Annapolis, Md.

The E. J. Newell Co., Inc. Auctioneers.

Jacob M. Moses, Attorney named in Mortgage.

Handbill - Sunday American.

Mortgage sale of valuable fee-simple property and improvements, situate on the south side of Sixth Avenue, Brooklyn Park, A. A. Co., Md., on the premises on Tuesday, Nov. 23, 1926, at 3 o'clock P. M. Lot about 50 X 125 in fee. Improved by a 2½ story shingle dwelling, containing 7 rooms, bath and kitchen; also frame garage in rear for two cars.

For terms of sale and full description see the Maryland Gazette, Annapolis, Md.

The E. J. Newell Co., Inc. Auctioneers.

Jacob M. Moses, Attorney named in Mortgage.

Order Nisi.

Ordered, this 29th day of November, 1926, that the sale of the property mentioned in these proceedings made and reported by Jacob M. Moses, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 30th 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 30th day of December next.

The report states the amount of sales to be $4800.00.

Wm. Martin Brady Clerk.

Publisher's Certificate.

Annapolis, Md., Dec. 27, 1926.

We hereby certify, that the annexed Order Nisi - Chancery Equity #5213 was published in The Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a

week for three successive weeks before the Thirtieth day of December, 1926. The first insertion being made the second day of December, 1926.

The Capital Publishing Company
By Louise F. Clow.

Ordered by the Court, This 31st day of December, 1926 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.

Robert Moss, A. J.

Petition of the Glen Burnie Bank to have judgment allowed - Filed Dec. 7-1926.

To the Honorable Judges of said Court:

The petition of the Glen Burnie Bank of the Eastern Shore Trust Company respectfully shows to this Court:

First: That the property mentioned in these proceedings has been sold under a mortgage and that after the payment of the mortgage debt and expenses there will remain in the hands of the attorney making sale a considerable sum of money.

Second: Your petitioner obtained a judgment against William E. Clowman and Anna L. Clowman, his wife, on the 30th day of March, 1926, for Four Hundred and Eleven Dollars and Eighty-four Cents ($411.84), and that there is now due and owing under said judgment, including costs and interest, the sum of Four Hundred and Seventy-nine Dollars and Forty four Cents ($479.44), and the balance of the purchase money from said mortgaged property should be applied to the payment of your petitioner's judgment. A certified copy of said judgment being herewith filed.

Your petitioner therefore prays this Court to instruct the auditor in stating this account in this case to allow the claim of your petitioner, subject to the usual exceptions.

Glen Burnie Bank.

State of Maryland, Anne Arundel County, to wit:
I Hereby Certify, That on this 1st. day of December in the year nineteen hundred and twenty-six, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ernest Smoot, Cashier of the said Glen Burnie Bank, and made oath in due form of law that the matters and facts stated in the foregoing petition are true as therein stated, and that no part or partial of the same has been paid, except as credited.
As Witness my hand and Notarial seal.

Notary Seal

Philip Morgan,
Notary Public.

Upon the above petition and affidavit it is this 7th day of December, 1926, ordered by the Circuit Court for Anne Arundel County, that the auditor in stating his account in this case allow the claim of the petitioner, subject, however, to the usual exceptions.

Robert Moss, A. J.

Judgment.
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Trials
Glen Burnie Bank of Eastern Shore Trust Co.
vs.
Wm. E. Clowman
A. L. Clowman

In the Circuit Court for Anne Arundel County.
Jan. Term, 1926.
30" March, 1926 - Narr, Note & order to enter Judgment by confession fd. 1926 March 30 judgment by confession in favor of the Plaintiff for the sum of Four hundred and eleven dollars and eighty four cents ($411.84) current money with interest from the 30" March 1926 and costs and $41.18 Attys. fee for collection, with stay of execution and exemption waived.

	Plaintiffs Atty.	5.00
Paid by B.R.A.	Clerks Costs	2.00
	Defendants Atty.	5.00

State of Maryland, Anne Arundel County, Set:
I Hereby Certify, That the above is truly taken from the Record of Proceedings of the Circuit Court for Anne Arundel County, in the above entitled cause.
In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court for Anne Arundel County, this 30th day of Nov. 1926.

Wm. Martin Brady.
Clk. of the Circuit Court for Anne Arundel County.

Circuit Court Seal

Petition for allowance of mortgage claim - Filed Dec. 17-1926.

To the Honorable, the Judge of said Court:

The petition of Philip Blum, by Albert H. Blum, his attorney, respectfully represents:

1. That he is the holder of a mortgage from William E. Cloman and Annie L. Cloman, his wife, on property #107 Sixth Avenue, Brooklyn, Maryland, dated January 24th. 1925 and recorded among the Land Records of Anne Arundel County in Liber N. N. N. #98, folio 368, etc., which mortgage is filed herewith and marked "Petitioner's Exhibit A" and prayed to be taken as a part hereof.

2. That under and by virtue of power of sale contained in said mortgage, Jacob M. Moses was appointed attorney to foreclose the said mortgage on October 22 nd. 1926 and did on or about Tuesday, November 23rd. 1926, sell the aforesaid property to Philip Blum at and for the price of Forty-eight Hundred ($4800) dollars as reference to the said Attorney's Report of Sale will show.

3. That there is due your Petitioner on said mortgage the sum of Fifteen Hundred ($15-00) dollars with interest from July 24th. 1926, and that no part of same has been paid.

4. That your petitioner is advised that after the payment of the prior mortgage claim and all costs, there will be a surplus which he will legally be entitled to have applied to the payment of his mortgage claim.

Wherefore your Petitioner prays that this Honorable Court pass an Order directing the auditor in stating his account to allow him the aforementioned sum with interest from July 24th. 1926, or so much thereof as may be available in his proper legal priority and subject to exceptions.

And as in duty bound, etc.

Philip Blum,
Petitioner.

Albert H. Blum,
Atty. for Petitioner.

State of Maryland, City of Baltimore, to wit:

I Hereby Certify, that on this 16th day of December, 1926 before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Philip Blum and made oath in due form of law that the matters and facts stated in the

aforegoing petition are true to the best of his knowledge information and belief.

Witness my hand and notorial seal.

Notary Public Seal — Seymour Phillips,
Notary Public.

Order.

Upon the Aforegoing Petition it is Ordered this 17th day of December, 1926, by the Circuit Court of Anne Arundel County that the auditor in distributing the funds and monies in this cause be and is hereby directed to allow to Philip Blum, his mortgage claim and interest referred to in the aforegoing petition or so much thereof as may be available, according to the legal priority thereof and subject to exceptions.

Robert Moss, A.J.

Petitioner's Exhibit "A". Filed Dec. 17-1926.

This Mortgage, made this 24th day of January in the year one thousand nine hundred and twenty-five by and between William E. Cloman and Annie L. Cloman his wife, of Anne Arundel County in the State of Maryland of the first part, and Philip Blum, of the City of Baltimore in the State of Maryland of the second part:

Whereas the said parties of the first part are justly indebted unto the said party of the second part in the sum of Fifteen Hundred ($1500.00) Dollars for money this day loaned and advanced, which said sum, the said parties of the first part have covenanted and agreed to repay unto the said party of the second part one year from the date hereof, together with interest thereon at the rate of six per centum per annum, both principal and interest being payable in gold coin of the United States of the present standard of weight and fineness; and as a further evidence of the above indebtedness the said parties of the first part have this day passed unto the said party of the second part their three joint and several promissory notes, one principal notes in the amount of Fifteen Hundred ($1500.00) Dollars, payable one year from the date hereof and two interest notes each in the amount of Forty-five ($45.00) Dollars payable respectively six and twelve months after date, and.

Whereas it was a condition precedent to the making of the aforegoing loan, that the repayment thereof,

with interest, should be secured by the execution of these presents.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of one dollar the said William E. Cloman and Annie L. Cloman, his wife, do grant and convey unto the said Philip Blum, his heirs and assigns, all those two lots of ground situate in Anne Arundel County

Known and designated as Lots numbered seven (7) and eight (8), in Section "M", on the plat of "Brooklyn Park", subdivision No. 1, of John K. Culver, as appears in the Land Records of Anne Arundel County, in Plat Book No. 1, Liber G. W., folio 127, said lots having a combined frontage of fifty feet on the south side of Sixth Avenue with an even rectangular depth southward of One Hundred and Twenty-five feet to a ten foot alley. Bounded on the north by Sixth Ave., on the east by Lot No. 6, in Section "M", on the south by a ten foot alley, and on the west by lot No. 9, in Section "M", all in said subdivision

Being the same lots of ground which by deed dated April ___, 1923, and recorded among the Land Records of Anne Arundel County in Liber N. N. N., No. 71, folio 92 were granted and conveyed by William N. Crisp and Sarah Elizabeth Crisp, his wife, to the said William E. Cloman and Annie L. Cloman, his wife.

Being also subject to a prior mortgage dated August 23rd, 1923 and recorded among the Mtge Records of Anne Arundel County in Liber N. N. N. No. 69, folio 257 from the said William E. Cloman and Annie L. Cloman, his wife, to the Sun Life Insurance Company of America in the amount of Thirty-six Hundred ($3600.00) dollars.

Together with the buildings and improvements thereupon, and all the rights and appurtenances thereto belonging. To have and to hold the said lot or parcel of ground, with the improvements and appurtenances aforesaid, unto and to the proper use of the said Philip Blum his heirs and assigns forever in fee simple.

Provided, that if the said William E. Cloman and Annie L. Cloman, his wife, their heirs or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of Fifteen Hundred ($1500.00) dollars and all the installments of interest thereon when and as each shall respectively be due and paya-

ble as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And it is agreed that until default be made in the premises, the said parties of the first part their heirs or assigns shall possess the aforesaid property upon paying, in the meantime, all taxes, assessments, public dues and charges levied or assessed or to be levied or assessed, on said property, which taxes, public dues, charges, assessments and the principal hereof and the interest thereon, the said parties of the first part for their heirs and assigns, hereby covenant to pay when legally demandable. But if default be made in the payment of the aforesaid mortgage debt, either principal or interest, in whole or in part, at the time or times limited and mentioned for the payment of the same, as aforesaid, or in case of any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt shall be deemed to be due and payable, and it shall be lawful for the said Philip Blum, his heirs, or assigns, or by Albert H. Blum, 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 and assigns; and said sale shall be made in the manner following, to wit: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper published in Anne Arundel County, and such other notice as by the said Mortgagee, his heirs or assigns may be deemed expedient; and in the event of a sale of said property under the powers hereby granted, the proceeds of said sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, and including a commission to the party making sale of said property, equal to the commissions usually allowed trustees for making sale of similar property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; second, to the payment of all claims of the said Mortgagee his heirs

and assigns under this mortgage, whether or not the same shall have matured, and the surplus, if any there be, shall be paid to the said Mortgagors their heirs or assigns or to whoever may be entitled to the same.

And the said mortgagors for their 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 foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commission the said parties of the first part for their heirs or assigns hereby covenant to pay; and the said party of the second part, his heirs or assigns or Albert H. Blum 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 parties of the first part for their heirs and assigns, further covenant to insure, and pending the existence of this mortgage, to keep insured, in an insurance company satisfactory to the mortgagee, the improvements on the hereby mortgaged property to the amount of at least Fifteen 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 party of the second part to the extent of his lien or claim hereunder, and to deliver the said policy to the Mortgagee.

As Witness the hands and seals of the said Mortgagors.

Test:

Genevieve M. Trause.

William E. Clonan (Seal)

Annie L. Clonan (Seal)

State of Maryland, City of Baltimore, to wit:
I Hereby Certify that on this 24th day of January in the year one thousand nine hundred and twenty-five before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City personally appeared William E. Cloman and Annie L. Cloman, his wife, of Anne Arundel County the Mortgagors named in the foregoing mortgage, and they acknowledged said Mortgage to be their act. At the same time also appeared Philip Blum the aforesaid mortgagee and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth.
Witness my hand and Notarial Seal.

Notary Seal

Genevieve M. Krause,
Notary Public.

Auditor's Report and Account - Filed Feby. 1st. 1927.
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 all costs, expenses, taxes and a 1st. mortgage, he has audited the balance to Philip Blum's mortgage is for $15-00 and the deficiency of over $400 is in the amount allowed him, but as no account was stated by him of his mortgage claim, the Auditor is unable to state what amount he is entitled to under a decree in personam and the only way that this can be done would be by filing an account showing the deficiency which could be added at any time at the foot of the account and if the mortgagor owns any other property, it is a 1st. lien on it under the decree in personam. There is a judgment filed in the case after the 2nd mortgage and consequently, no notice has been taken of that.
All of which is respectfully submitted.

James N. Owens,
Auditor.

Dr. The Mortgaged Real Estate of William M. Cloman & Annie L. Cloman, his wife, &c. with Jacob M. Moses, Attorney. Cr.

Nov. 23-1926.					Nov. 23-1926.		
To the Attorney for his commissions	$175	10			By proceeds		
" Fee provided in Mortgage	50	00	$225	10	of sale of real		
					estate	$4800	00
To the Atty. for Court Costs: viz:-					Int. for 1 mo.		
" Solicitor	10	00			22 days	37	12
" Clerk of Court	11	75					
" Premium on bond	15	00					
" Auditor	18	00	54	75			
To the Atty. for his expenses: viz:							
" Advertising sale & two orders nisi, (Gazette)	34	00					
" " " (Baltimore Sun)	33	90					
" " " (Baltimore News)	9	00					
" Auctioneer (E. J. Newell)	20	00	96	90			
To State & County Taxes for 1925 and 1926, adjusted			72	37			
To the Sun Life Ins. Co., mortgagee, in full of mortgage debt and interest			3433	57			
To Philip Blum, second mortgagee, this balance in part payment of mortgage claim			954	43			
			$4837	12		$4837	12

Order Nisi.-

Ordered, This 1st. day of February, 1927, 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 March 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 March next.

Frank L. Revell,
Clerk.

Publisher's Certificate-

Annapolis, Md. March 5, 1927.

We hereby certify that the annexed Order Nisi- Sun Life Insurance Co. of America vs. N. E. Closman and wife, Equity #5213, was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 3rd. day of March, 1927. The first insertion being made the third day of February, 1927.

The Capital Publishing Company
By H. L. Stange.

Final Order-

Ordered by the Court, this 9th day of March, 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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 Edward L. Thompson and Mary C. Thompson, his wife.

No. 5225 Equity.
In the Circuit Court for Anne Arundel County.

N. Martin Brady, Clerk:-
Docket this case, file certified copy of mortgage and assignment.

B. R. Anderson, Atty.

Mortgage - Filed Dec. 7th - 1926.

This Mortgage, Made this 28th day of December, in the year nineteen hundred and twenty-five, by Edward L. Thompson and Mary C. Thompson, his wife, of Anne Arundel County and the State of Maryland, parties of the first part, and John H. Sowers Jr. and Viola V. Sowers, his wife, of the County and State aforesaid, parties of the second part.

Whereas there is justly due and owing by the parties of the first part to the parties of the second part, twelve hundred dollars ($1200.00), which said sum is to be paid three years from the day of the date hereof. The interest on the same, at six per cent, to be paid semi-annually.

And for the purpose of securing the payment of said mortgage debt and interest this mortgage is executed.

Now, Therefore, this Mortgage Witnesseth, That in consideration of the premises and the sum of One Dollar, the said Edward L. Thompson and Mary C. Thompson, his wife, do grant and convey unto John H. Sowers Jr. and Viola V. Sowers, his wife, their heirs and assigns, all those two lots of ground situate in Anne Arundel County, that and described as follows:-

Beginning for the first of said lots on the Northwesternmost side of "N" Street South at the end of the first line of the land described in a deed from Herman Engleman and wife to Edward H. Moran; thence with the second line of Moran's land Northwesterly one hundred and fifty feet to a thirty foot alley; thence Northeasterly along the Easternmost side of said alley, with the use thereof in common, fifty

feet; thence Southeasterly parallel with the first line of this description and fifty feet distant therefrom, one hundred and fifty feet to the Northwesternmost side of "K" Street South; thence along said side of said Street fifty feet to the place of beginning.

Being the same lot of ground that is described in a deed bearing date December 2nd. 1925, from John H. Somers Jr. and wife to the parties of the first part, said deed to be recorded among the Land Records of Anne Arundel County prior hereto.

Beginning for the second lot at the end of the third line of the lot of ground described in a deed from Herman C. Englemann and wife to John H. Somers Jr. and wife, bearing date November 21st. 1922, and is recorded among the Land Records of Anne Arundel County in Liber N.N.N. No. 70, folio 58 etc., said point being on the Northwesternmost side of "K" Street South; thence reversing said third line Northwesterly one hundred and fifty feet to a ten foot alley; thence Northeasterly along said alley, with the use thereof in common, fifty feet; thence leaving said alley and running Southeasterly parallel with the first line of this description and fifty feet distant therefrom, one hundred and fifty feet to the Northwesternmost side of "K" Street South; thence Southwesterly with said side of said Street fifty feet to the place of beginning.

Being the same lot of ground that was conveyed to Edward L. Thompson and Mary C. Thompson, his wife, by Herman C. Englemann and wife, by deed bearing even date herewith. Said deed to be recorded among the Land Records of Anne Arundel County prior hereto.

Together with the buildings and improvements thereon 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 the said John H. Somers Jr. and Viola V. Somers his wife, their heirs and assigns, forever.

Subject to the operation and effect of a mortgage to the United Building and Loan Association of Glenburnie, Incorporated, of twenty-four hundred and seventy dollars, bearing date December 2nd. 1925,

on the lot firstly herein described.
Provided, that if the said Edward L. Thompson and Mary C. Thompson his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Twelve 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 Edward L. Thompson and Mary C. Thompson, his wife, 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 Edward L. Thompson and Mary C. Thompson, 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 in any part 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 John H. Sowers Jr. and Viola V. Sowers, his wife, their personal representatives or assigns, or Bruner 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 pro-

ceeds, 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 Edward L. Thompson and Mary C. Thompson, his wife, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Hundred Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their personal representatives and assigns.

Witness the hands and seals of the said Mortgagors.

Test: Edward L. Thompson (seal)

Philip Morgan. Mary C. Thompson (seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 28th day of December in the year nineteen hundred and twenty-five before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edward L. Thompson and Mary C. Thompson, his wife, the Mortgagors named in the aforegoing Mortgage and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Bruner R. Anderson, Agent 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 that he is the Agent of the Mortgagees.
As Witness my hand and Notarial Seal.

Philip Morgan,
Notary Public.

(Notary Seal)

Q.P.
Recorded 5th January, 1926, at 9 A. M.
Re-assignment, Ferndale Jan. 8, 1926.
The undersigned parties agree for value received Louis C. Galli or his heirs, the enclosed Mortgage as fully stated in this paper.
Witnesses:
Fred R. Charfat.

John H. Sauers (seal)
Viola V. Sauers (seal)

Recorded January 12, 1927, at 2 P. M.

State of Maryland, Anne Arundel County, Set:
I hereby certify, that the aforegoing is truly taken and copied from Liber N. M. B., 23, folio 6, one of the Land Record Books for Anne Arundel County.
In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundell County this 12th day of August A. D. 1926.

Wm. Martin Brady,
Clerk.

(Circuit Court Seal)

Bond - Filed and approved 7th Dec. 1926.
Know all Men by these Presents: That we Brumer R. Anderson, Baltimore, Maryland and New Amsterdam Casualty Company, a Body corporate of the State 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 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 6th day of December in the year nineteen hundred and Twenty-six.
Whereas, the above bounden Brumer R. Anderson by virtue of the power contained in a mortgage from Edward L. Thompson and Mary L. Thompson his wife, bearing date the 28th day of December nineteen hundred and Twenty-five and recorded among the Land Records of Anne Arundel County, in Liber N. M. B. No. 23, Folio 6, and Brumer R.

Anderson 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 conditions of this Obligation are such, that if the above bounden Bruner R. Anderson 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 Anna L. Pumphrey.

Attest: E. Barnett.

Corporate seal

Bruner R. Anderson (seal)
New Amsterdam Casualty Company,
By Milton R. Gosweiler,
Attorney-in-fact.

Report of Sale - Filed 7th Dec. - 1926.

To the Honorable Judges of said Court:

The report of sale of Bruner R. Anderson, Attorney named in a mortgage from Edward L. Thompson and wife, bearing date December 28th, 1925, and recorded among the Land Records of Anne Arundel County in Liber N. M. B. No. 23, folio 6, etc., respectfully shows to this Court:

That after having given bond for the faithful performance of the trust reposed in him and after due public notice of sale, published in the Maryland Gazette, a newspaper published and printed in Anne Arundel County, for once a week for more than three successive weeks, he attended at the Courthouse door in the City of Annapolis on the 7th day of December 1926, and sold the lot of ground in said mortgage secondly described. Being the same lot of ground that is described in a deed to Edward L. Thompson and wife by Herman A. Engleman and wife, bearing date December 28th 1925, and is recorded among the Land Records of Anne Arundel County in Liber N. M. B. No. 15, folio 356, and sold the same to Louis C. Galli, who was then and there the highest bidder therefor, at and for the price of three hundred and fifty dollars. -

Bruner R. Anderson,
Attorney.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, That on this 7th day of December in the year nineteen hundred and twenty-six, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Bruner R. Anderson, and made oath in due form of law that the matters and facts in the above report of sale are true as therein set forth and that the sale was fairly made.

As Witness my hand and Notarial seal.

Anna L. Pumphrey,
Notary Public.

(Notary's Seal)

Order Nisi.

Ordered, this 7th day of December, 1926, That the sale of the property mentioned in the proceedings made and reported by Bruner R. Anderson, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 8th day of January (1927) 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 January (1927) next.

The report states the amount of sales to be $350.00.

Wm. Martin Brady, Clk.

Publisher's Certificate.

Annapolis, Md., Jan. 4-1927

We hereby certify, that the annexed Order Nisi Thompson Equity 5225 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the Eighth day of January, 1927. The first insertion being made the Ninth day of December, 1926.

The Capital Publishing Company.
By L. F. Clout.

Ordered by the Court, This 11th day of January, 1927, 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.

Robert Moss, A. J.

Auditor's Report and Account - Filed Jany. 18 - 1927.

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,

James N. Owens,
Auditor.

Dr. Mortgaged Real Estate of Edward L. Thompson & Mary C. Thompson, his wife, in ac. with Bruner R. Anderson, Attorney - Dr.

Dec. 7 - 1926					Dec. 7 - 1926			
To the Attorney for his Commission	$ 24	00			By proceeds			
" Fee provided in Mtge.	25	00	$ 49	00	of sale of			
					Real Estate	$ 350	00	
To the Atty. for Court Costs, viz:					Int. on deferred			
" Solicitor	10	00			payment (1 mo.)	1	75	
" Clerk of Court	9	75				$ 351	75	
" Premium on Bond	10	00						
" Auditor	4	50	34	25				
To the Atty. for expenses, viz:								
" advertising sale & two Orders Nisi	23	00						
" Auctioneer	5	00	28	00				
To Louis R. Galli, Assignee of 2nd. Mortgage			240	50				
			$ 351	75		$ 351	75	

Order Nisi -

Ordered, This 18th day of January, 1927, 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 19th 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 19th day of February next.

Frank S. Revell,
Clerk.

Publisher's Certificate. -

Annapolis, Md., March 8 - 1927.

We hereby certify, that the annexed Order Nisi Edward L. Thompson and wife #5-225-Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 19th day of February, 1927. The first insertion being made the 20th day of January, 1927.

The Capital Publishing Co.
By H. L. Strange.

Final Order.

Ordered by the Court, this 8th day of March, 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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 Edward L. Thompson and Mary C. Thompson, his wife.

No. 5226 Equity.
In the Circuit Court for Anne Arundel County.

N. Martin Brady, Clerk:-
Docket this case and file original mortgage.
B. R. Anderson,
Attorney.

Filed Dec. 7"-1926.

Mortgage - Filed Dec. 7- 1926.

This Mortgage, made this 2nd day of December in the year one thousand nine hundred and twenty-five between Edward L. Thompson and Mary C. Thompson, his wife, of the county of Anne Arundel in the State of Maryland, Mortgagors, and the United Building and Loan Association of Glenburnie, Incorporated, a body corporate, duly incorporated, Mortgagee.

Whereas the said Edward L. Thompson and Mary C. Thompson, his wife, being members of the said body corporate, have received therefrom an advance of Two Thousand, Four Hundred and Seventy Dollars on nineteen shares of its stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

Now, Therefore, This Mortgage Witnesseth, that in consideration of the premises and of one dollar, the said Edward L. Thompson and Mary C. Thompson, his wife, do grant unto the United Building and Loan Association of Glenburnie, Incorporated, its successors and its assigns, all that lot of ground situate and lying in Anne Arundel County and described as follows:

Beginning for the same on the Northwesternmost side of 1st Street South at the end of the first line of the land described in a deed from Herman Engleman and wife to Edward H. Moran; thence with the second line of Moran's land Northwesterly one hundred and fifty feet to a thirty foot alley; thence Northeasterly along the Easternmost side of said alley, with the use thereof in common fifty feet; thence Southeasterly parallel with the first line of this description and fifty feet distant therefrom, one hundred and fifty feet to

the Northwesternmost side of 12 Street South; thence along said side of said Street fifty feet to the place of beginning.

Being the same lot of ground that is described in a deed of even date herewith from John H. Somers Jr. and wife to the parties of the first part. Said deed to be recorded among the Land Records of Anne Arundel County prior hereto.

Being also the same lot of ground that was conveyed to John H. Somers Jr. and wife by Herman Engleman and wife, by deed bearing date November 21st. 1922, and is recorded among the Land Records of Anne Arundel County in Liber N. N. N. No. 70, folio 578 etc.

Together with the improvements thereon and the rights and appurtenances thereto belonging or appertaining.

To Have and To Hold the said lot of ground and premises unto the said United Building and Loan Association of Glenburnie, Incorporated, its successors and its assigns forever.

If However, the said Mortgagors shall make the payments and perform the covenants on part herein contained, 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 perform, as follows, that is to say:

To pay the said Mortgagee, its successors and assigns weekly, at its regular weekly meeting place, the sum of twenty-five cents as dues, and fifteen cents as interest upon each of said nineteen shares of stock, and to continue such payments until the said nineteen shares of stock shall be fully paid; provided that a reduction of fifteen cents in said weekly interest be made upon the complete payment of each share as aforesaid, clear of all losses and liabilities;

Also to pay all ground rent water rent and taxes and all other public dues, charges and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, ground rent, water rent and other public dues and charges, and the insurance upon said property, the said Mortgagors hereby covenant to pay to the said Mortgagee

the further sum of One Dollar weekly, which the said Mortgagee shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this mortgage not be sufficient to pay said taxes, water rent, ground rent, insurance and other public dues and charges thereon, that the said Mortgagors will on demand pay the difference to the said Mortgagee, and to exhibit the receipts to the said Mortgagee on its demand; also to pay all fines that may be imposed on them by the said Mortgagee in accordance with its acts of incorporation, constitution and by laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the said Mortgagee, in some company acceptable to the said Mortgagee to the extent of its lien thereon, and to deliver the policy to the said Mortgagee

And it is agreed, that until default is made the said Mortgagors or their assigns, may retain possession of the mortgaged property.

And it shall be lawful for the said United Building and Loan Association of Glenburnie, Incorporated, its successors and assigns, or Brimer R. Anderson, its Attorney or Agent, at any time after default in any of the conditions of the Mortgage shall have continued for, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay the 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 Twenty-five dollars and a com-

mission 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 Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same. Witness the hands and seals of the said Mortgagors.

Test: Edward L. Thompson (seal)
Philip Morgan. Mary C. Thompson (seal)

State of Maryland, Anne Arundel County, to wit.

I Hereby Certify, that on this 2nd day of December, in the year of one thousand nine hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edward L. Thompson and Mary C. Thompson, his wife, the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared William C. Lenkuhl the President of the within body corporate, 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.

As Witness my hand and Notarial seal.

Notarial Seal
Philip Morgan,
Notary Public.

Bond. Filed and approved Dec. 7-1926.

Know all Men by these Presents: That we Bruner R. Anderson, Baltimore, Maryland, and New Amsterdam Casualty Company, a body corporate of the State 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, 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 6th day of December in the year nineteen hundred and twenty six

Whereas, the above bounden Bruner R. Anderson by virtue of the power contained in a mortgage from Edward L. Thompson and Mary C. Thompson, his wife bearing date the 2nd. day of December nineteen hundred and Twenty-five and recorded among the Land Records of Anne Arundel County, in Liber W.M.B. No. 21, Folio 110, and Bruner R. Anderson 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 Conditions of this Obligation are such, that if the above bounden Bruner R. Anderson 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
Anna C. Pumphrey
Attest:
E. Barnett

Corporate Seal

Bruner R. Anderson (Seal)
New Amsterdam Casualty Company.
By Milton R. Gosweiler,
Attorney-in-Fact.

Report of Sale. Filed Dec. 7-1926.

To the Honorable Judges of said Court:

The report of sale of Bruner R. Anderson, Attorney named in a mortgage from Edward L. Thompson and wife, bearing date December 2nd. 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 21, folio 110 etc., respectfully shows to this Court:

That after having given bond for the faithful performance of the trust reposed in him and after due public notice of sale, published in the Maryland Gazette, a newspaper published and printed in Anne Arundel County, for once a week for more than three successive weeks, he attended at the Courthouse door in the City of Annapolis, on the 7th day of December, 1926, and offered the property in said

mortgage described, and sold the same to Louis R. Galli, who was then and there the highest bidder therefor, at and for Twenty-eight hundred Dollars ($2800.)

Bruner R. Anderson,
Attorney.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, That on this 7th day of December in the year nineteen hundred and twenty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Bruner R. Anderson, and made oath in due form of law that the matters and facts in the above report of sale are true as therein set forth and that the sale was fairly made.

As Witness my hand and Notarial seal.

Notary Seal

Anna L. Pumphrey,
Notary Public.

Order Nisi.

Ordered, this 7th day of December, 1926, That the sale of the property mentioned in these proceedings made and reported by Bruner R. Anderson, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 8th day of January (1927) 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 January (1927) next.

The report states the amount of sales to be $2800.00

Wm. Martin Brady Clerk.

Publisher's Certificate.

Annapolis, Md., Jan. 4-1927.

We hereby certify, that the annexed Order Nisi-Thompson Equity 5226 was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the Eighth day of January, 1927. The first insertion being made the Ninth day of December, 1926.

The Capital Publishing Company
By L. F. Clow

Order.

Ordered by the Court, This 11th day of January, 1927 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.

Robert Moss, A.J.

Auditor's Report and Account - Filed Jany. 18th - 1927.

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,

James H. Owens, Auditor.

Dr. Mortgaged Real Estate of Edward L. Thompson & Mary C. Thompson, his wife in ac. with Brumer R. Anderson, Attorney. Cr.

Dr.					Cr.		
Dec. 7 - 1926.					Dec. 7 - 1926		
To the Attorney for his Commissions	$115	36			By proceeds		
" Fee provided in Mortgage	25	00	$140	36	of sale of		
					Real Estate	$2800	00
To the Atty. for Court Costs, viz:					Interest on		
" Solicitor	10	00			deferred pay-		
" Clerk of Court	10	00			ment (1 mo.)	12	50
" Premium on Bond	10	00				$2812	50
" Auditor	9	00	39	00			
To the Atty. for his Expenses, viz:							
" Advertising Sale & two Orders Nisi	24	00					
" Auctioneer	15	00					
" County Sanitary Commission	17	44					
" Insurance	26	05	82	49			
To the Atty. for State & County Taxes, for 1926, Adjusted			24	15			
To the United Building & Loan Association			2480	20			
To Louis R. Galli, this balance, on account of deficiency in No. 52255 Equity			46	30			
			$2812	50		$2812	50

Order Nisi.

Ordered, This 18th day of January, 1927, 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 19th 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 19th day of February next.

Frank S. Revell,
Clerk.

Publisher's Certificate.

Annapolis, Md. March 8 - 1927.

We hereby certify, that the annexed Order Nisi Edward L. Thompson and wife #5226 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 19th day of February, 1927. The first insertion being made the 20th day of January, 1927.

The Capital Publishing Co.
By H. I. Strange

Final Order.

Ordered by the Court, this 8th day of March, 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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.

George Taylor
Francis H. Bronaugh,
Margaret Bronaugh,
his wife, et al.
vs.
Sarah Harwood Worthington
The Unknown Heirs of
Richard Harwood, deceased, et al.

No. 5119 Equity.
In the Circuit Court for
Anne Arundel County.

Mr. Clerk:

Docket this suit enter my appearance for Plaintiffs, file Bill and exhibits, and issue as prayed.

Nicholas H. Green,
Solicitor for Plaintiffs.

Bill of Complaint - Filed March 22", 1926.

To the Honorable, the Judges of said Court:

The Bill of Complaint of George Taylor of Louisville in the State of Kentucky, and Francis H. Bronaugh and Margaret Bronaugh, his wife, Rosa L. Bronaugh, single, Virginia L. Bronaugh, single, Georgie T. Bronaugh, single, and Alfred T. Bronaugh, and M. Katharine Bronaugh, his wife, all of the City of Washington in the District of Columbia, humbly complaining unto your Honors, respectfully represents.

I. That a certain Hester Ann Harwood, late of Anne Arundel County, Maryland, departed this life at the City of Annapolis, Anne Arundel County in the State of Maryland, on the thirtieth day of August in the year Nineteen hundred and twenty four, intestate, seized and possessed of valuable real and personal property, located in the City of Annapolis, in the State of Maryland aforesaid.

II. That the said Hester Ann Harwood left surviving her neither Mother or Father, brother or sister, or any descendants of brother or sister, and the said George Taylor plaintiff, Sally C. Bronaugh and Sarah Harwood Worthington defendant, her only first cousins as her heirs at law, in whom her real estate vested as tenants in common, the said George Taylor, and Sally C. Bronaugh being the only surviving children of Sally or Sarah Harwood Taylor, a sister of William Harwood, the father of said Hester Ann Harwood, and the said Sarah Harwood Worthington being the only surviving child of Elizabeth

Harwood Worthington a sister of said William Harwood.
III. That the said Sally C. Bronaugh departed this life on the fourth day of June 1925, at the City of Washington in the District of Columbia, intestate and leaving surviving her the said Francis H. Bronaugh Rosa L. Bronaugh, Virginia L. Bronaugh, Georgie I. Bronaugh, and Alfred I. Bronaugh, Plaintiffs, her children and only heirs at law in whom her interest in the estate of said Hester Ann Harwood vested as tenants in common, so that your orators are advised, believe and therefore aver that the real estate of said Hester Ann Harwood is now vested in them, the plaintiff George Saylor and the defendant Sarah Harwood Worthington.
IV. That letters of administration upon the personal estate of the said Hester Ann Harwood, deceased, were granted and committed unto Nicholas H. Green, by the Orphans Court for Anne Arundel County, and the said personal estate has been finally settled and distribution made.
V. That the said real estate consists of a lot of ground located on the South or South East corner of Maryland Avenue and King George Street, in the City of Annapolis, Maryland, fronting on Maryland Avenue one hundred thirty nine feet and three inches, more or less, and extending on King George Street one hundred forty seven feet nine inches, more or less, improved by a large brick dwelling with two brick wings, the main building being designated as No. 99 Maryland Avenue, and being a part of the property acquired by said Hester Ann Harwood and Lucy Harwood, under (1) the last will and testament of Matilda C. Mc. Blair, dated the 6th day of February 1865, and recorded among the Testamentary Records of Anne Arundel County in Liber R. T. R. No. 2 folio 43, a duly certified copy whereof is filed herewith marked "Plaintiffs Exhibit No. 1 with Bill", which together with the other exhibits filed herewith it is prayed may be taken as a part of this their Bill of Complaint; (2) Deed from Hester A. Harwood and William Harwood, dated the 19th day of February 1870 and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 4 folio 347, a duly certified copy whereof is filed herewith marked

"Plaintiffs Exhibit No. 2 with Bill" (3) Deed from William Harwood and Hester Ann Harwood, his wife, dated the 11th day of February 1871, and recorded among said Land Records in Liber S. H. No. 5, folio 277, a duly certified copy whereof is filed herewith marked "Plaintiffs Exhibit No. 3 with Bill", (4) Deed from Alexander Randall, Trustee, dated the 2" day of July, 1873, and recorded among the Land Records of said County in Liber S. H. No. 7, folio 514, a duly certified copy whereof is filed herewith marked "Plaintiffs Exhibit No. 4 with Bill." (5) Will of Hester A. Harwood dated the 27th day of August 1870 and recorded among the said Testamentary Records in Liber J. N. B. No. 1 folio 482, a duly certified copy whereof is filed herewith marked "Plaintiff Exhibit No. 5 with Bill", and which upon the death of said Luch Harwood vested in the said Hester Ann Harwood.

VI. That said real estate can not be divided without loss and injury to the parties interested, and a sale thereof is necessary and for the best interest and advantage of all the parties, in order that the proceeds thereof may be divided among them according to their respective interests.

VII. That in addition to the said Sallie or Sarah Harwood Taylor and Elizabeth Harwood Worthington, sisters of said William Harwood, father of said Hester Ann Harwood, he had the following brothers and sisters, Richard Harwood, and Benjamin Harwood, brothers, Margaret Harwood Nicholson, Harriet Harwood Claggett, Maria Harwood Davis, and Eleanor Harwood, sisters, all of whom your Complainants are informed, advised, believe and therefore aver have long since departed this life, but it is unknown to these Complainants whether said Richard Harwood, Benjamin Harwood, Margaret Harwood Nicholson, Harriet Harwood Claggett, Maria Harwood Davis and Eleanor Harwood left any heirs or if there are such heirs, who they are or whether they be residents of this State or non-residents or whether they or each or any of them left any children, who have died since the 30th day of August 1924, the day of the death of said Hester Ann Harwood, leaving heirs, or if there are such heirs who they are or whether they be residents of this State or non-residents; and it is unknown to these complainants whether a certain

James Davis and Wade Davis, the reputed children of Maria Harwood Davis, who if alive are non-residents of this State, if deceased, left any heirs or if there are such heirs, who they are or whether they be residents of this State or non-residents; and it is unknown to these Complainants whether the said Hester Ann Harwood deceased, left any heirs, other than your Complainants and the defendant Sarah Harwood Worthington, or if there are such heirs, who they are whether they be residents of this State or non-residents, wherefore they pray that they may all be proceeded against as non-residents.

VIII. That the defendant Sarah Harwood Worthington is an adult residing in the City of Baltimore, State of Maryland, and the defendants James Davis and Wade Davis are non-residents of this State.

To the end therefore, that the said defendants may answer the premises and that a decree may be passed by this Court for a sale of the said Real estate, and that your orators and oratrices may have such other and further relief in the premises which the nature of their case may require.

May it please your Honors to grant unto your orators and oratrices the writ of subpoena against the said Sarah Harwood Worthington, residing in Baltimore City, commanding her to appear in this Court at some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed herein, and also the order of publication giving notice to the unknown heirs of Richard Harwood, deceased, and the unknown heirs of the children of Richard Harwood, deceased, since August 30, 1924, the unknown heirs of Benjamin Harwood, deceased and the unknown heirs of the children of Benjamin Harwood, deceased, since August 30, 1924, the unknown heirs of Margaret Harwood Nicholson deceased, and the unknown heirs of the children of Margaret Harwood Nicholson, deceased, since August 30, 1924, the unknown heirs of Harriet Harwood Claggett, deceased, and the unknown heirs of the children of Harriet Harwood Claggett, deceased since August 30, 1924, the unknown heirs of Maria Harwood Davis, deceased, and the unknown heirs of the children of Maria Harwood Davis, deceased

since August 30, 1924, the unknown heirs of Eleanor Harwood, deceased, James Davis and the unknown heirs of James Davis if deceased since August 30, 1924, Wade Davis, and the unknown heirs of Wade Davis if deceased since August 30, 1924, and the unknown heirs of Hester Ann Harwood, deceased, daughter of William Harwood and Hester Ann Harwood, his wife, all as non-residents of this State, of the substance and object of this bill, and warning them, and each of them to appear in this Court, on or before a certain day to be named therein to show cause, if any they have, why the relief prayed should not be granted. And as in duty etc.

Nicholas H. Green,
Solicitor for Plaintiffs.

Plaintiffs Exhibit No. 1 with Bill - Filed March 22-1926.

Whereas I Matilda C. McBlair heretofore made my will and Testament giving all my property to my sister Hester Ann Harwood and her children, I now give and devise all my said property of whatever description to my said sister Hester Ann Harwood and her two children Lucy M. Harwood and Hester Ann Harwood, giving to my sister Hester Ann Harwood during her life absolute power to dispose of the same by deed or will as she may think best and after her death I give the control and management of the said property or such parts thereof as shall not have been disposed of by my said sister in her lifetime to my dear niece Lucy M. Harwood until my niece Hester Ann Harwood shall have reached the age of twenty-five years at which time it is my will that the said property shall be equally divided between my two nieces Lucy M. Harwood and Hester Ann Harwood according to the provisions contained in the will of my sister Hester Ann Harwood. I constitute my sister Hester Ann Harwood Executrix of this my last will and Testament. The word "my" between by" and said sister interlined before execution of this will.

In testimony whereof I have hereunto set my hand and affixed my seal this sixth day of February in the year of our Lord one thousand eight hundred and sixty-five.

M. C. McBlair (L.S.)

Signed sealed, published and declared by Matilda C. Mc. Blair the above named testatrix as and for her last will and Testament in the presence of us who at her request in her presence and in the presence of each other have subscribed our names as witnesses thereto

H. A. Chase, Senr. (L. S.)
Matilda Chase (L. S.)
Feby. 8th. 1865. Fannie C. F. Chase (L. S.)

Anne Arundel County Sct. } Then came Matilda Chase the 11th day of March, 1865 } one of the subscribing witness to the aforegoing last will and testament of Matilda C. Mc. Blair, and made oath on the Holy Evangely of Almighty God that she did see the testatrix sign and seal this will, that she heard her publish, pronounce and declare the same to be her last will and Testament, and that at the time of her so doing she was to the best of her apprehension of sound and disposing mind memory and understanding and that she together with the other subscribing witnesses thereto respectively subscribed their names as witnesses thereto at the request of the testatrix and in the presence of each other.

R. J. Newall
Reg. of Wills A. A. County.

Anne Arundel County Sct. } Then came H. A. Chase April 22nd. 1865. } Senr and Fannie C. F. Chase the other subscribing witnesses to the aforegoing last will and testament of M. C. Mc. Blair and made oath on the Holy Evangely of Almighty God that they did see the Testatrix sign and seal this will that they heard her publish, pronounce and declare the same to be her last will and testament and that at the time of her so doing she was to the best of their understanding of sound and disposing mind, memory understanding, and that they together with the other subscribing witnesses thereto respectively subscribed their names as witnesses thereto at the request of the testatrix and in the presence of each other

R. J. Newall,
Reg. of Wills A. A. County.

State of Maryland, Anne Arundel County:
I, Aden B. Muckett, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Matilda R. Mc. Blair late of said County, deceased, together with the proofs thereto taken from Liber R. J. W. No. 2, folio 43 &c. one of the will record books Kept in the office of Register of Wills for Anne Arundel County.
In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court this 26th day of February in the year of our Lord, nineteen hundred and twenty-six.

Reg. of Wills Seal.

Aden B. Muckett,
Reg. of Wills for Anne Arundel County.

Plaintiffs Exhibit No. 2 with Bill - Filed March 22 - 1926.
Know all men by these presents that whereas heretofore Matilda R. Mc. Blair and Hester A. Harwood and William Harwood did enter into a certain agreement for the arrangement of their family affairs, and did thereby agree to dispose of certain property and to distribute the proceeds thereof in certain proportions to the said parties respectively, and said property was so disposed of and the proceeds thereof distributed accordingly of which in part the said William Harwood received the sum of two thousand dollars on account of proceeds of sale of certain lots in the City of Annapolis, and the further sum of fifteen hundred dollars on account of proceeds of sale of certain land in Caroline County, and in consideration of the said agreement and of the proceedings thereunder and also for divers other considerations it was further agreed between the said parties that certain property hereinafter mentioned should be conveyed to Lucy Harwood and Hester A. Harwood Junior the children of William and Hester A. Harwood and thereafter Matilda R. Mc. Blair since deceased, executed her last will and testament and thereby devised to Hester A. Harwood Senior, her interest in said property in trust to be conveyed thereafter to Lucy Harwood and Hester A. Harwood Junior. Now

in consideration of the premises and also of our natural love and affection for the said Lucy Harwood and Hester A. Harwood Junior, and for the further consideration of one hundred dollars to us in hand paid the receipt of which is hereby acknowledged. We the said William Harwood and Hester A. Harwood have given granted and conveyed and by these presents do give grant and convey to the said Lucy Harwood and Hester A. Harwood Jr. all our property of whatever description in the City of Annapolis and in Anne Arundel County consisting in part of a certain interest in a tract of land known as Fishing Creek farm, and in a House and garden, and lots adjacent in the City of Annapolis which were heretofore devised by Jeremiah T. Chase to the late Frances T. Loockerman for her life, with remainder to the children of the said Francis T. Loockerman, excepting from the said grant so by us made two lots in the City of Annapolis lying on north East Street as excepted in a deed heretofore executed granting and conveying to said parties, a house and lots in the City of Annapolis, All of said property to be held by the said Lucy Harwood and Hester A. Harwood Junior, as joint tenants and to go to the survivor of them, But reserving and granting to Lucy Harwood during the minority of Hester A. Harwood Junior a power to mortgage or sell and convey by her deed executed in due form of law the said Fishing Creek Farm if she shall think it advisable so to dispose of it for the use and benefit of the said Lucy Harwood and Hester A. Harwood Junior.

Witness our hands and seals this nineteenth day of February in the year of our Lord one thousand eight hundred and seventy.

Test- William Harwood (seal)

H. P. Thompson- Hester A. Harwood (seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this nineteenth day of February in the year of our Lord one thousand eight hundred and seventy before the subscriber one of the Justices of the Peace of Anne Arundel County in the State of Maryland, personally

appeared William Harwood and Hester Anne Harwood his wife and did each acknowledge the aforegoing deed to be their respective act-

R. C. Thompson, J. P.

Recorded 22nd day of March, 1870.

State of Maryland, Anne Arundel County, to wit:
I Hereby Certify, That the aforegoing Deed is truly taken and copied from Liber S. H. No. 4, folio 347, one of the Land Record Books for Anne Arundel County.
In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court for Anne Arundel County this 25th day of February, 1926.

Wm. Martin Brady,
Clerk,

(Circuit Court Seal)

Plaintiffs Exhibit No. 3 with Bill- Filed Feb. 22-1926.
(U. S. Int. Rev. 2 Stamps of $3.00 each and 3 Stamps of $2.00 each).

Know all men by these presents that whereas heretofore William Harwood and Hester Anne Harwood his wife in consideration of a certain agreement made with Matilda C. Mc. Blair and the proceedings thereunder and for divers other considerations did attempt to convey certain property to Lucy Harwood and Hester A. Harwood Jr. and did execute a deed for that purpose and doubts are entertainted of the validity of the said deed for certain causes and because when the said William Harwood proposed to pay the government tax on the said deed, it had already been recorded and it was questioned whether a subsequent payment would ensure the validity of the said deeds now therefore we William Harwood and Hester A. Harwood for the considerations recited in the former deed and in consideration of our natural love and affection for the said Lucy Harwood and Hester A. Harwood Jr. and in consideration of the sum of one hundred dollars to us in hand paid the receipt whereof is hereby acknowledged have given granted bargained and sold and conveyed and by these presents do give grant bargain sell and convey to the said Lucy Harwood and Hester A. Harwood Jr. all our property of every description in the City of Annapolis and in Anne Arundel County consisting in part of a certain interest in a house and garden and lots adjacent in the City of Annapolis and lying on north east and King

George Streets and bounded otherwise by the brick wall on the east and on the south by the property sold to Mrs. Lamman, Salomon Phillips and others of a certain interest in a farm in Anne Arundel County known as Fishing Creek Farm and devised heretofore by Jeremiah T. Chase to Mrs. F. T. Roockerman for her life and afterwards to her children to have and to hold the said property to them the said Lucy Harwood and Hester A. Harwood Jr. and to go to the survivor of them, All of said property to be held by them as joint tenants and to go to the survivor of them -

Witness our hands and seals this eleventh day of February in the year eighteen hundred and seventy-one.

Test: William Harwood (seal)

James C. Welch. Hester Ann Harwood (seal)

State of Maryland, Anne Arundel County, to wit -

I hereby certify that on this eleventh day of February in the year eighteen hundred and seventy-one, before me the subscriber one of the Justices of the peace of the State of Maryland for Anne Arundel County personally appeared William Harwood and Hester Anne Harwood his wife and did each acknowledge the aforegoing deed to be their respective act. James C. Welch J. P.

Recorded 13th day of February, 1871.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, That the aforegoing Deed is truly taken and copied from Libr. S.H. No. 5, folio 277, one of the Land Record books for Anne Arundel County. In Testimony Whereof I have hereunto set my hand and affixed the seal of the Circuit Court for Anne Arundel County this 25th day of February, 1926.

Circuit Court Seal

Wm. Martin Brady
Clerk.

Plaintiffs Exhibit No. 4 with Bill - Filed March 22nd - 1926.

This Deed, made this second day of July in the year one thousand eight hundred and seventy-three between Alexander Randall of Annapolis Trustee as hereinafter mentioned of the one part and Lucy Harwood and Hester A. Harwood Junior of the other part, Witnesseth, whereas by a decree of the Circuit Court for Anne Arundel County dated on the first day of

May in the year one thousand eight hundred and seventy-two, and passed in a cause in said Court between the contributors to the Pennsylvania Hospital Complainants and Townsley C. Lookerman and Wm. Harwood his Committee defendants, the above named Alexander Randall was appointed Trustee with authority to sell the real estate in the proceedings in said cause mentioned, and the said Trustee after complying with all the previous requisites of the decree, did on or about the fourth day of June in the year one thousand eight hundred and seventy two sell unto the said Lucy Harwood and Hester A. Harwood Junior at and for the sum of twenty four hundred and fifty dollars, current money the following described property situate and being in the City of Annapolis and in the State of Maryland aforesaid and described as follows, that is to say all the undivided interest of Townley C. Lookerman in the House and lots in the City of Annapolis being one third thereof, which property consists of a large brick dwelling and appurtenances lying on the south east side of Maryland Avenue (formerly called north East Street) in the City of Annapolis and all the undivided interest of the said Townley in the vacant lots adjoining the said dwelling lying on on Maryland Avenue and on King George Streets the whole of that interest in the dwelling and lots together, And whereas the aforesaid sale has been duly reported to and has been ratified and confirmed by the said Circuit Court for Anne Arundel County, and whereas the purchase money aforesaid has been fully paid and satisfied to the said Trustee he is authorized by the said decree to execute these presents,

Now this deed Witnesseth, that the said Alexander Randall Trustee as aforesaid for and in consideration of the premises, and of the sum of twenty four hundred and fifty dollars current money to him in hand paid by the said Lucy Harwood and Hester A. Harwood Junior at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged doth grant unto the said Lucy Harwood and Hester A. Harwood Junior as joint tenants and not as tenants in common, all the right title interest and estate aforesaid of the said Townley C. Lookerman in and to the aforesaid house & lots,

To Have and to Hold all the right title interest and estate of the said Sowerly in the aforesaid property with its appurtenances aforesaid unto the said Lucy Harwood and Hester A. Harwood Junior as joint tenants and not as tenants in common to the survivor of them and her heirs and assigns forever,
Witness my hand and seal this 2nd day of July in the year Eighteen hundred and seventy three,
Test: A. Randall (seal)
N. H. Gassaway. Trustee.

State of Maryland, Anne Arundel County, Set:
I hereby certify that on this second day of July in the year one thousand eight hundred and Seventy three before the subscriber a Justice of the peace of the State of Maryland in and for Anne Arundel County aforesaid personally appeared Alexander Randall and acknowledged the foregoing deed to be his act,
N. H. Gassaway J. P.
Recorded 3d July, 1873.

State of Maryland, Anne Arundel County, to wit:
I Hereby Certify, That the aforegoing Deed is truly taken and copied from Liber S. H. No. 7, folio 514, one of the Land Record books for Anne Arundel County.
In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court for Anne Arundel County this 25 day of February, 1926.
(Circuit Court seal) Wm. Martin Brady,
Clerk.

Plaintiff's Exhibit No. 5 with Bill - Filed March 22 - 1926.
I, Hester A. Harwood do make this my last will and Testament.
I give to my husband William Harwood the sum of two thousand dollars which he has received from the sale of certain portions of my property and also certain other sums of money received by him of which the amounts are not exactly remembered provided that in consideration thereof my said husband relinquishes all right and interest in the rest of my property as tenant by the courtesy, in case he should survive me.
I give all the rest of my property to my dear

children Luch Harwood and Hester A. Harwood to hold the same as joint tenants and to go to the survivor of them, in fee simple.

In testimony that the foregoing is my last will and Testament I have hereunto set my hand and affixed my seal this twenty-seventh day of August in the year One thousand eight hundred and seventy.

Hester Ann Harwood, (seal)

I, William Harwood do hereby subscribe my consent to the foregoing will of my wife Hester A. Harwood and accept its provisions.

In Testimony Whereof I hereunto set my hand and seal this twenty-seventh day of August in the year one thousand eight hundred and seventy.

William Harwood, (seal)

The foregoing will was signed sealed published and declared by Hester Ann Harwood the above named Testatrix as and for her last will and Testament in the presence of us who at her request in her presence and in the presence of each other have subscribed our names as witnesses thereto. She said Hester Ann Harwood was privately examined by us apart from and out of the presence and hearing of her husband whether she did make the same with freely and voluntarily and without being induced thereto by fear or threats of or ill usage by her said husband and she said she did it willingly and freely. At the same time the said William Harwood the husband of the said Hester Ann Harwood acknowledged and subscribed his consent to the foregoing will of the said Hester Ann Harwood.

In testimony of all which we hereto subscribe our names as witnesses this twenty seventh day of August in the year one thousand eight hundred and seventy.

Witnesses

Samuel Ridout
Richd M. Chase
Hester Ann Ridout

Codicil.

I, Hester A. Harwood do make this addition to my foregoing last will and Testament, I appoint my daughters Lucy Harwood and Hester A. Harwood and the survivor of them to execute my said last will and Testament,

Witness my hand and seal this twenty fourth day of September in the year Eighteen hundred and seventy.

Hester A. Harwood, (seal)

I consent to the foregoing will and Codicil this twenty fourth day of September in the year eighteen hundred and seventy.

Witness my hand and seal,

Witnesses: William Harwood (seal)

Sprigg Harwood
E. N. Urlwall
Wm. H. Gassaway

The foregoing will ans codicil were signed, sealed published and declared by Hester Anne Harwood the above named Testatrix as and for her last will and Testament in the presence of us who at her request in her presence and in the presence of each other have subscribed our names as witnesses thereto, the said Hester Anne Harwood was privately examined by us apart from and out of the presence and hearing of her husband William Harwood whether she did make the will freely and voluntarily and without being induced thereto by fear or threats of or ill usage of or by her said husband and said she did it willingly and freely. At the same time the said William Harwood the husband of the said Hester Anne Harwood acknowledged and subscribed his consent to the foregoing will and codicil of the said Hester Anne Harwood, in the presence of us,

In Testimony of all of which we hereunto subscribe our names as witnesses this twenty fourth day of September in the year one thousand eight hundred and seventy.

Witnesses:

Sprigg Harwood
E. N. Urlwall
Wm. H. Gassaway

Codicil.

By this my codicil to my will dated August 27th 1870, I give and devise to my two daughters Lucy Harwood and Hester A. Harwood and to the survivor of them all my property of every description not heretofore devised to them, and all property to which I may be entitled and which may hereafter be obtained and all my claims upon property of every description.

Witness my hand and seal this tenth day of April 1889.

Hester Ann Harwood (seal)

I consent to the foregoing codicil this tenth day of April 1889.

William Harwood (seal).

Witnesses: Jos. M. Northington
Eugene Northington.

Anne Arundel County, Ss:-

On the 16th day of December 1890 came John P. Hasey and made oath in due form of law, that he do not know of any Will or Codicil of Hester A. Harwood late of said County, deceased, other than the above instrument of writing, and that he received the same from one of the executors and retained possession of same until delivered to the Register of Wills and that the deceased departed this life on or about the 6th day of November 1890.

Sworn to in open Court.

Test: N. F. Petherbridge,
Register of Wills for Anne Arundel County

Anne Arundel County, Ss:

On the 6th day of December 1890 came Richard M. Chase one of the subscribing witness to the aforegoing last Will and Testament of Hester A. Harwood late of said County, deceased, and made oath in due form of law, that he did see the Testatrix sign and seal this Will; that he heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with Samuel Ridout and Hester Ann Ridout, both now deceased, subscribed their names as witness to this Will in her presence, at her request and in the presence of each other.

Sworn to in open Court.

Test: Wm. F. Petherbridge.
Register of Wills for Anne Arundel Co.

Anne Arundel County, Ss:
On the 16th day of December, 1890 came Springhorwood and Wm. H. Gassaway subscribing witness to a Codicil to the aforegoing last Will and Testament of Hester Ann Harwood late of said County, deceased, and made oath in due form of law, that they did see the Testatrix sign and seal this Codicil; that they heard her publish, pronounce and declare the same to be a Codicil to her last Will and Testament, that at the time of her so doing she was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together with E. N. Hewall who has since departed this life, x And they also make oath that they were witnesses to the signature of the William Harwood whose consent is given to making said Codicil.
x subscribed their names as witnesses to this Codicil in her presence, at her request and in the presence of each other.
Sworn to in open Court,

Test: Wm. F. Petherbridge.
Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:
On the 16th day of December 1890 came J. M. Worthington and Eugene Worthington subscribing witness to a Codicil to the aforegoing last Will and Testament of Hester Ann Harwood late of said County deceased, and made oath in due form of law that they did see the Testatrix sign and seal this Codicil, that they heard her publish, pronounce and declare the same to be a Codicil to her last Will and Testament, that at the time of h_ so doing she was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they also witnessed the signature of William Harwood to his approval of the making of said will and codicil, and subscribed their names as witnesses to this Codicil in her presence, at her request and in the presence of each other.
Sworn to in open Court, — Test. — Wm. F. Petherbridge.
Reg. of Wills for Anne Arundel County.

In the Orphans' Court of Anne Arundel County.
The Court after having carefully examined the above last Will and Testament - Hester Anne Harwood, late of said County, deceased, together with the codicils thereunto attached and also the evidence adduced as to its validity, orders and decrees this 23rd. day of December 1890, that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said Hester Anne Harwood, deceased.

John H. Sellman C. J.
Wm. H. Adams
Charles H. Russell

State of Maryland, Anne Arundel County,
I, Aden B. Muckett, Register of Wills, and by law Keeper of the Seal and of the Records and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the foregoing is a true and full copy of the Last Will and Testament of Hester Anne Harwood late of said County, deceased, together with the proofs and probate thereof taken from Liber J. W.B. No. 1 folio 482 &c. one of the will record books
Kept in the office of Register of Wills for Anne Arundel County.
In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court this 25th. day of February in the year of our Lord, nineteen hundred and twenty-six

Aden B. Muckett,
Reg. of Wills for Anne Arundel County

Order of Publication - Filed March 22nd - 1926.
To the unknown heirs of Richard Harwood, deceased, and the unknown heirs of the children of Richard Harwood, deceased since August 30, 1924; the unknown heirs of Benjamin Harwood deceased, and the unknown heirs of the children of Benjamin Harwood deceased since August 30, 1924; the unknown heirs of Margaret Harwood Nicholson deceased, and the unknown heirs of the children of Margaret Harwood Nicholson, deceased since August 30, 1924; the unknown heirs of Harriet Harwood Claggett deceased, and the unknown heirs of the children of Harriet Harwood Claggett, deceased since August 30, 1924, the

unknown heirs of Maria Harwood Davis deceased, and the unknown heirs of the children of Maria Harwood Davis, deceased since August 30, 1924; the unknown heirs of Eleanor Harwood, deceased; James Davis, and the unknown heirs of James Davis if deceased since August 30, 1924; Wade Davis, and the unknown heirs of Wade Davis if deceased since August 30, 1924, and the unknown heirs of Hester Ann Harwood, deceased, daughter of William Harwood and Hester Ann Harwood, his wife.

The object of this suit is to procure a decree for the sale of the real estate of Hester Ann Harwood, deceased located in the City of Annapolis, State of Maryland, and the division of the proceeds of sale among her heirs at law, according to their respective interests.

The Bill states that Hester Ann Harwood, departed this life at the City of Annapolis, State of Maryland on the 30th day of August 1924, intestate, seized of valuable real estate located in the City of Annapolis, Maryland.

That the said Hester Ann Harwood left surviving her, neither father, mother, brother or sister or any descendant of brother or sister, and that George Taylor, Sally C. Bronaugh, and Sarah Harwood Worthington her only first cousins became tenants in common of her said real estate, the said George Taylor and Sally C. Bronaugh being the only surviving children of Sally or Sarah Harwood Taylor, a sister of William Harwood the father of said Hester Ann Harwood, and the said Sarah Harwood Worthington being the only surviving child of Elizabeth Harwood Worthington a sister of said William Harwood.

That the said Sally C. Bronaugh departed this life on the 4th day of June 1925, leaving Francis H. Bronaugh, Rosa K. Bronaugh, Virginia K. Bronaugh, Georgie T. Bronaugh and Alfred T. Bronaugh her children and only heirs at law, so that the real estate of said Hester Ann Harwood is now vested in them, George Taylor and Sarah Harwood Worthington, as tenants in common.

That letters of administration upon the personal estate of said Hester Ann Harwood were granted to Nicholas H. Green, by the Orphans Court for Anne Arundel County, and said estate has been finally administered and distribution made.

That said real estate consists of a lot of ground on the South or South East corner of Maryland Avenue and King George Street, in the City of Annapolis, Maryland, fronting on Maryland Avenue 139 feet and 3 inches, more or less, and extending on King George Street 147 feet and 9 inches, more or less, and vested in said Hester Ann Harwood and Lucy Harwood, by (1) Will of Matilda C. McBlair, (2) Deed from Hester A. Harwood and William Harwood, (3) Deed from William Harwood and Hester Ann Harwood, his wife, (4) Deed from Alexander Randall, Trustee, and (5) Will of Hester A. Harwood; and upon the death of Lucy Harwood in the said Hester Ann Harwood.

That said real estate cannot be divided without loss and injury to the parties interested, and a sale thereof is necessary and for the best interest and advantage of all the parties, in order that the proceeds thereof may be divided among them according to their respective interests.

That in addition to the said Sally or Sarah Harwood Taylor and Elizabeth Harwood Worthington sisters of said William Harwood, father of Hester Ann Harwood, he had brothers Richard Harwood and Benjamin Harwood, and sisters Margaret Harwood Nicholson, Harriet Harwood Claggett, Maria Harwood Davis, and Eleanor Harwood, all of whom are dead, but it is unknown to the Complainants whether said Richard Harwood, Benjamin Harwood, Margaret Harwood Nicholson, Harriet Harwood Claggett, Maria Harwood Davis and Eleanor Harwood left any heirs, or if there are such heirs, who they are or whether they be residents of this State or non-residents, or whether they each or any of them left any children who have died since the 30th day of August, 1924, the date of the death of Hester Ann Harwood, leaving heirs, or if there are such heirs, who they are or whether they be residents of this State or non-residents; and it is unknown to the complainants whether a certain James Davis and Wade Davis, the reputed children of Maria Harwood Davis, if deceased left any heirs or if there are such heirs, who they are, or whether they be residents of this State or non-residents, and it is unknown to the complainants whether the said Hester Ann Harwood deceased left any heirs, other than the com-

plaintiffs and the defendant Sarah Harwood Worthington, if there are such heirs, who they are or whether they be residents of this State or non-residents, wherefore they pray that they may all be proceeded against as non-residents.

That the defendant Sarah Harwood Worthington is an adult residing in Baltimore City, Maryland, and the defendants James Davis and Wade Davis are non-residents of this State.

That the defendants may answer the premises and that a decree may be passed by the Court for a sale of the said real estate, and that further relief may be granted

That the writ of subpoena be granted against Sarah Harwood Worthington, and the order of publication to the aforesaid unknown heirs and non-residents all as non-residents.

It is thereupon this 22nd day of March, 1926, ordered by the Circuit Court of Anne Arundel County, in Equity, that the plaintiffs, by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County, Maryland, once in each of four successive weeks before the 22" day of April 1926, give notice to the unknown heirs of Richard Harwood, deceased, and the unknown heirs of the children of Richard Harwood, deceased since August 30, 1924, the unknown heirs of Benjamin Harwood deceased, and the unknown heirs of the children of Benjamin Harwood, deceased since August 30, 1924, the unknown heirs of Margaret Harwood Nicholson, deceased, and the unknown heirs of the children of Margaret Harwood Nicholson, deceased since August 30, 1924; the unknown heirs of Harriet Harwood Claggett, deceased, and the unknown heirs of the children of Harriet Harwood Claggett, deceased since August 30, 1924; the unknown heirs of Maria Harwood Davis, deceased, and the unknown heirs of the children of Maria Harwood Davis, deceased since August 30, 1924; the unknown heirs of Eleanor Harwood, deceased; James Davis, and the unknown heirs of James Davis, if deceased since August 30, 1924; Wade Davis, and the unknown heirs of Wade Davis, if deceased since August 30, 1924; and the unknown heirs of Hester Ann Harwood, deceased, daughter of

William Harwood and Hester Ann Harwood, his wife, defendants, of the substance and object of this bill, warning them to appear in this Court in person or by solicitor, on or before the 10th day of May next, to show cause, if any they have why a decree ought not to be passed as prayed.

Wm. Martin Brady, Clerk.

Publisher's Certificate.

Annapolis, Md., April 15, 1926.

We hereby certify, that the annexed advertisement Order Publication. Taylor vs. Worthington Equity No. 5119, 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 Twenty-second day of April the first insertion appearing on the Twenty-third day of March, 1926.

The Capital Publishing Company
By H. G. Carroll, Mgr.
(L.S.)

Order of Court for Order of Publication. Filed March 22-1926.

Ordered this 22nd day of March 1926 by the Circuit Court for Anne Arundel County, that an Order of Publication be issued in the above cause against The Unknown Heirs of Richard Harwood deceased, and the unknown heirs of the children of Richard Harwood deceased since August 30, 1924; the unknown heirs of Benjamin Harwood, deceased, and the unknown heirs of the children of Benjamin Harwood, deceased since August 30, 1924; the unknown heirs of Margaret Harwood Nicholson deceased, and the unknown heirs of the children of Margaret Harwood Nicholson, deceased since August 30, 1924; the unknown heirs of Harriet Harwood Claggett deceased, and the unknown heirs of the children of Harriet Harwood Claggett, deceased since August 30, 1924; the unknown heirs of Maria Harwood Davis deceased, and the unknown heirs of the children of Maria Harwood Davis, deceased since August 30, 1924; the unknown heirs of Eleanor Harwood, deceased; James Davis, and the unknown heirs of James Davis, if deceased since August 30, 1924; Wade Davis, and the unknown heirs of Wade Davis, if deceased since August 30, 1924; and the unknown heirs of Hester Ann Harwood,

deceased, daughter of William Harwood and Hester Ann Harwood, his wife, all as non-residents, giving notice to them by publication in same newspaper published in Anne Arundel County stating the substance and object of the bill of Complaint filed in the above cause, and warning them and each of them to appear on or before the 10th day of May, 1926, and show cause why the relief prayed should not be granted, provided said notice be published at least once a week for four successive weeks before the 22nd day of April, 1926.

Robert Moss, A.J.

Summons -

Maryland, Set:

The State of Maryland

To Sarah Harwood Worthington of Baltimore City, Greeting: You are Hereby Commanded, 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 April next, to answer the complaint of George Taylor et al., against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable Francis Neal Parke, Chief Judge of the said Court, the 1st day of March, 1926. Issued 22nd day of March, 1926.

Wm. Martin Brady, Clerk.

(Court Seal)

Take Notice:- That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 5th day of April, 1926.

(N. H. Green) Returnable first Monday April, 1926.
Sol.

Received 23rd day of March, 1926, and forthwith delivered to the Sheriff of Baltimore City.

Stephen C. Little, Clerk.

Summoned and a Copy of the Process left with the defendant.

(Another forward folio 315)

John E. Potee, Sheriff.

Decree Pro Confesso against defendants and order to take testimony - Filed 28th May, 1926.

It appearing from the proceedings in this cause that the order of publication heretofore issued therein, has been duly published in the "Evening

Capital" a newspaper published at the City of Annapolis, Anne Arundel County, Maryland, as prescribed by said order, and the defendants the unknown heirs of Richard Harwood, deceased, and the unknown heirs of the children of Richard Harwood, deceased since August 30, 1924; and the unknown heirs of Benjamin Harwood, deceased, and the unknown heirs of the children of Benjamin Harwood deceased since August 30, 1924; the unknown heirs of Margaret Harwood Nicholson deceased, and the unknown heirs of the children of Margaret Harwood Nicholson deceased since August 30, 1924; the unknown heirs of Harriet Harwood Daggett deceased, and the unknown heirs of the children of Harriet Harwood Daggett deceased since August 30, 1924; the unknown heirs of Maria Harwood Davis deceased, and the unknown heirs of the children of Maria Harwood Davis deceased since August 30, 1924; the unknown heirs of Eleanor Harwood, deceased; James Davis and the unknown heirs of James Davis, if deceased since August 30, 1924; Wade Davis and the unknown heirs of Wade Davis, if deceased since August 30, 1924; and the unknown heirs of Hester Ann Harwood deceased, daughter of William Harwood and Hester Ann Harwood, his wife; having failed to appear either in person or by solicitor on or before the tenth day of May, Nineteen hundred and twenty six and answer the bill of complaint therein filed against them and show cause, if any they have, why a decree ought not to be passed as prayed.

It is thereupon this 28th day of May, 1926, by the Circuit Court for Anne Arundel County, in Equity, adjudged ordered and decreed that said bill of complaint be and the same is hereby taken pro confesso against said defendants.

And it is further ordered that leave be and is hereby granted to the parties to this suit to take testimony before one of the standing examiners of this Court in support of the allegations of the bill.

Robert Moss, A.J.

Answer of Sarah Harwood Worthington to Bill of Complaint
Filed 1st April, 1926.

The answer of Sarah Harwood Worthington to the Bill of Complaint of George Taylor et al. against her in this Court Exhibited.

This respondent answering says:-

1. That she admits the allegations in the Bill of Complaint to be true as therein stated and consents to a decree of the Court for the sale of the property herein mentioned for a division.

And as in duty etc.,

Sarah Harwood Worthington.

Testimony - Filed 25th June - 1926.

Present:-

Nicholas H. Green, Solicitor for Plaintiff
George E. Pullman, Examiner.
Nyette Sturm, Stenographer.

Testimony taken in the office of Nicholas H. Green, 14 Church Circle, Annapolis, Maryland, June 14, 1926 at 10:30 o'clock A. M.

Witness Nicholas Harwood Green of lawful age, produced on behalf of the plaintiffs being duly sworn testified as follows:

1. Q. State your name and residence?
A. Nicholas Harwood Green, Annapolis, Maryland.

2. Q. Are you acquainted with the parties of this suit and which of them, state how they are related to you if at all?
A. I know the plaintiffs and know of the defendant Sarah Harwood Worthington and they are so distantly related to me that it is practically beyond relationship.

3. Q. Were you acquainted with Hester Ann Harwood whose estate is in controversy in this cause, if yes how long were you acquainted with her?
A. I knew the late Hester Ann Harwood whose property is in litigation and have known her practically all my life.

4. Q. State whether or not she was married?
A. She has never married.

5. Q. State whether the said Hester Ann Harwood is dead or alive, if dead, when did she die, state whether or not she died intestate, or did she

leave a will?
A. Hester Ann Harwood is dead, she died in the City of Annapolis on the thirtieth day of August 1924, she died intestate.
62. State if you know whether or not the said Hester Ann Harwood left children or descendants?
A. She left no children or descendants.
72. State if you know what real estate the said Hester A. Harwood died seized of and where the same is located, and its value?
A. Hester A. Harwood died siezed and possessed of a lot of ground located on the South or South East corner of Maryland Avenue and King George Street in the City of Annapolis, Maryland, fronting on Maryland Avenue about one hundred and thirty nine feet and three inches and extending on King George Street about one hundred forty eleven feet and nine inches, improved by a large red brick dwelling with two wings, designated as No. 19 Maryland Avenue. It has been appraised as having a value of $35000.
82. State if you know whether or not the personal estate of Hester A. Harwood has been administered and by whom?
A. Her personal estate has been administered and finally settled. I was the administrator.
92. In your answer to the 5th interrogatory you stated that the said Hester A. Harwood left no children or descendants, now state who were her father and mother and are they if you know dead or alive, and if dead when did they die, and did they leave any descendants?
A. Her father was William Harwood he died on January 21, 1900, her mother was Hester Ann Harwood who died on the 6th day of October 1890. There were five children born to the said William Harwood and Hester Ann Harwood, his wife; Frances Chase Harwood died March 24, 1896, Lucy Harwood died June 6, 1905, Richard Lockerman Harwood was in the Confederate Army and was killed in battle June 12, 1863, Hester Ann Harwood the youngest child, whose property is in litigation now in these proceedings, died August 30, 1924, none of them were ever married, and they died without leaving children or descendants.
102. You state that said Hester Ann Harwood left no chil-

dren or descendants of father or mother or sister or brother or descendants of any sister or brother, now state if you can who are next of kin or heirs at law and in what degree related to her?
A. Her next of kin or heirs at law are her first cousins.
12. State if you can what brother and sister if any, the father and mother of said Hester A. Harwood had, which are living or dead, and if they left any children or descendants of children dying since August 30, 1924, the date of the death of said Hester Ann Harwood?
A. Richard Harwood the grandfather of the said Hester Ann Harwood, whose property is now in litigation, had the following children; Richard Harwood, Benjamin Harwood, William Harwood who was the father of the said Hester Ann Harwood, Margaret Harwood who married Mr. Nicholson, Sally Harwood who married Frances Taylor, Elizabeth Harwood who married Rev. George F. Worthington, Harriet who married Samuel A. Daggett, Maria who married James Davis and Eleanor who was unmarried. All of these children are dead, Elizabeth Harwood who married Rev. George F. Worthington and of this marriage one child is now living, the defendant Sarah Harwood Worthington, now living in the City of Baltimore, Maryland.
Sally Harwood who married Frances Taylor died leaving two children living at the time of the death of the said Hester Ann Harwood, the plaintiff George Taylor, now living in Louisville, Kentucky and Sally C. Bronaugh of Washington D. C. who died the 4th day of June 1925 leaving surviving her as her heirs at law, she having died intestate the plaintiffs Francis H. Bronaugh, Rosa L. Bronaugh, Virginia L. Bronaugh, Georgie T. Bronaugh and Alfred T. Bronaugh, the plaintiff Margaret Bronaugh being the wife of the said Francis H. Bronaugh and the plaintiff M. Catherine Bronaugh being the wife of the said Alfred T. Bronaugh.
The father of Hester Ann Harwood, the wife of William Harwood was Richard Lockerman whose wife was Frances Chase Lockerman, the daughter of Judge Jeremiah Townley Chase, had six children who were the aunts and uncles of Hester Ann Harwood, whose property is now in litigation, of whom three died before their mother without

children or descendants, Hester Ann who married William Harwood, Townley was also unmarried, Matilda Chase who married L. Goodwin McBlair all of whom have long since deceased left no children or descendants except the said Hester Ann Lockerman the wife of Wm. Harwood, her last surviving child a daughter being the aforesaid Hester Ann Harwood whose property is now in litigation.

12 Q. You state that her next of kin and heirs at law are her first cousins, the children of the brothers and sisters of her paternal grandfather, name all or such of them as you can and where they reside and to whom married, what children did they leave?

A. The defendant Sarah H. Worthington resides in the City of Baltimore she is unmarried; and the children of Sallie C. Bronaugh, who died after the death of Hester Ann Harwood, being the plaintiffs, Frances Harwood Bronaugh, Rosa L. Bronaugh, Virginia L. Bronaugh, Alfred T. Bronaugh and George T. Bronaugh all reside in the City of Washington in the District of Columbia and the plaintiff George Taylor resides in Louisville in the State of Kentucky. I know of no other first cousins of the said Hester A. Harwood who were living at the date of her death, August 30, 1924, or who have died since that time leaving children or descendants of children.

13 Q. State if you know of any family records or entries which show the relationship between the persons you have mentioned and the said Hester Ann Harwood?

A. I have some family records and Court records and entries which show the facts to which I have testified.

14 Q. Can the real estate of which the said Hester Ann Harwood died seized and possessed be divided among those interested in kind without loss and injury or is a sale thereof in your opinion necessary and to the best interest and advantage of the parties to this cause for a division?

A. In my opinion the property cannot be divided in kind among the parties interested without loss and injury and a sale thereof is necessary in order that the proceeds thereof may be divided among the parties in accordance with their respective interest therein. It consists of a large brick dwelling with two

wings attached and it would be a physical impossibility to divide it into as many parts as there are heirs.
Is the general question under the rule the witness answers.
No.

Michalas H. Green.

Witness Alfred T. Bronaugh of lawful age, produced on behalf of the plaintiffs being duly sworn testified as follows:
1Q. State your name, residence and occupation?
A. Alfred T. Bronaugh 54 years old, Washington, N. C.
2Q. Do you know the parties to this suit or any of them if so state which ones are related to you, if at all?
A. I know the defendant Miss Sarah H. Worthington and I know the plaintiff George Taylor and the plaintiffs Francis H. Bronaugh and his wife Mary Bronaugh, Rosa L. Bronaugh, Virginia L. Bronaugh, Georgie T. Bronaugh. The plaintiff George Taylor being my uncle my mother's brother, the plaintiff Francis H. Bronaugh is my brother and the plaintiffs, Rosa L. Bronaugh, Virginia L. Bronaugh and Georgie T. Bronaugh are my sisters, Mary Bronaugh plaintiff is the wife of my brother and M. Catherine plaintiff is my wife.
3Q. Were you acquainted with Hester Ann Harwood who is mentioned in this cause if so how long have you known her?
A. I knew the late Hester A. Harwood, I knew her about 3 or 4 years before her death.
4Q. State whether or not she was married?
A. To the best of my knowledge she was never married.
5Q. State whether the said Hester A. Harwood is dead or alive, if dead when did she die, and did she leave a will?
A. She is dead she died August 30, 1924 and she left no will.
6Q. State if you know whether the said Hester Ann Harwood left any children or descendants of children?
A. She left no children or descendants.
7Q. State if you know what real estate the said Hester Ann Harwood died, seized and possessed of, its location and its value in your opinion?

A. She left a lot of ground in the City of Annapolis, on Maryland Avenue and King George Street improved by a large red brick dwelling with two wings designated as No. 19 Maryland Avenue. It is appraised at $35,000.

82. State if you know whether or not the personal estate of Hester Ann Harwood has been administered.

A. Yes it has been administered on by Nicholas H. Green, Attorney of Annapolis, Maryland.

92. You have stated that the said Hester A. Harwood left no children or descendants, now state who were her father and mother and are they if you know dead or alive, and if dead when did they die?

A. Hester Ann Harwood's father was William Harwood and her mother was Hester Ann Harwood they are both dead, and the date of death according to the family record as to Hester Ann Harwood was the 6th. of October 1890 as to William Harwood January 21, 1900.

102. State what children they left and whether they are dead or alive, if dead when did they die and did they leave any descendants?

A. They had five children all of whom died before Hester Ann Harwood, they left no children or descendants.

112. You state that the said Hester A. Harwood left no children or descendants or father or mother or sister or brother or descendants of any sister or brother, now state if you can who are her next of kin or heirs at law and in what degree related to her?

A. Her next of kin are her first cousins alive at her death.

122. State if you can what brother and sisters if any the father and mother of said Hester A. Harwood had, which are living or dead and if they left any children, or descendants of children dying since August 30, 1924 the date of the death of said Hester Ann Harwood?

A. From all of the family records it appears that all of the brothers and sisters of the father and mother of the said Hester Ann Harwood died before the date of her death August 30, 1924 and the only ones I have

been able to discover who left children are Sallie Harwood, the sister of Wm. Harwood the father of Hester Ann Harwood who married Frances Taylor, September 9, 1829, both of whom are dead, Sally Harwood Taylor died 30 May, 1846 and Frances Taylor died October 11, 1858; and Elizabeth Harwood a sister of William Harwood the father of Hester Ann Harwood whose property is now litigation, who married Rev. George F. Worthington both of whom are dead, left surviving her as her only heir at law a daughter Miss Sarah Harwood Worthington, the defendant in this cause. Sally Harwood Taylor left two children surviving her who were alive on August 30, 1924, all of her other children having died many years prior to August 30, 1924. The two children living at the time of the death of Hester Ann Harwood were the plaintiff George Taylor who lives in Louisville Kentucky and Sally B. Taylor Bronaugh who at the time of the death of Hester Ann Harwood was living in Washington, D. C.

13 Q. Is Sally C. T. Bronaugh living or dead, if dead when did she die, did she leave a last will and testament or die intestate and if she died intestate who are her children and next of kin?

A. Sally C. T. Bronaugh who was my mother died in the City of Washington on the 4th day of June 1935 intestate and left her children as her only heirs at law, all of whom are alive and reside in the City of Washington, Francis H. Bronaugh, Rosa L. Bronaugh, Virginia L. Bronaugh, Georgie T. Bronaugh, and myself Alfred T. Bronaugh all plaintiffs, the plaintiff Margaret B. is the wife of my brother Frances H. Bronaugh and the plaintiff M. Catherine is my wife. The said Sally C. T. Bronaugh left no other children or descendants of any other children, she had other children all of whom died before her death under age, intestate, unmarried and childless.

14 Q. What other sisters or brothers of William Harwood, father of Hester Ann Harwood, whose property is now in litigation, left any children or descendants of children?

A. The only other first cousin alive at the death of Hester Ann Harwood, whose property is now in litigation is Miss Sarah Harwood Worthington who is the only surviving child of Elizabeth Harwood sister of William Harwood the father of the

said Hester Ann Harwood and her husband Rev. George F. Worthington, I do know that the children of Harriet Harwood another sister of William Harwood who married Samuel Albert Claggett, there being two of them are dead and Eleanor Harwood another sister of William Harwood died single, Maria Harwood another sister of William Harwood who married James Davis has long since deceased and both of their children James and Wade to the best information I can get are dead. I know that Margaret Harwood, another sister of William Harwood, who married Mr. Nicholson has long since deceased and left no children; Benjamin Harwood a brother of the said William Harwood long since deceased I know of no children alive at this time, Richard Harwood another brother of William Harwood long since deceased I know of no children alive at the date of the death of the said Hester A. Harwood. These brothers and sisters of the said William Harwood whom I have mentioned are his only brothers and sisters, all of the plaintiffs and defendant Miss Sarah H. Worthington are adults over the age of 21 years.

15-2. State if you have any family records or entries which show the relationship between the parties mentioned and Hester Ann Harwood state what they are?

A. I have the family records and entries I have examined the Court records and parish records and my testimony is based upon this knowledge and my own personal knowledge.

16-2. Can the real estate of which the said Hester Ann Harwood died seized and possessed be divided among those interested in kind without loss and injury or is a sale thereof necessary and to the best interest and advantage to the parties in this cause?

A. I do not think the property could be divided in kind among the parties interested because it would be a physical impossibility as there is just one piece of property and a sale thereof in my opinion is necessary to have a division of the proceeds among the parties entitled according to their respective rights.

To the general question under the rule the witness answers: No.

Alfred J. Bronaugh.

Witness Francis H. Bronaugh of lawful age, produced on behalf of the plaintiffs being duly sworn testified as follows:

12. State your name, age and residence?

A. Francis H. Bronaugh, 64 years old, Washington, D. C.

22. Do you know the parties to this suit or any of them if yes, state which ones are related to you, if at all?

A. I know all the plaintiffs, I am one and Mary Bronaugh is my wife, Rosa L. Bronaugh, Virginia L. and Georgie T. Bronaugh are my sisters, Alfred T. Bronaugh is my brother and M. Catherine Bronaugh is the wife of my brother; the plaintiff George Taylor is my uncle, I do not know the defendant Sarah Harwood Worthington personally, but know of her.

32. Were you acquainted with Hester Ann Harwood who is mentioned in this cause if so how long have you known her?

A. I knew her.

42. State whether or not she was married?

A. She was never married.

52. State whether the said Hester A. Harwood is dead or alive, if dead when did she die, and did she leave a will?

A. She is dead she died August 30, 1924, and she left no will.

62. State if you know whether the said Hester Ann Harwood left any children or descendants of children?

A. She left no children or descendants.

72. State if you know what real estate the said Hester Ann Harwood died, seized and possessed of, its location and its value in your opinion?

A. She left a lot of ground in the City of Annapolis, on Maryland Avenue and King George Street improved by a large red brick dwelling with two wings designated as No. 19 Maryland Avenue. It is appraised at $35-000.

82. State if you know whether or not the personal estate of Hester Ann Harwood has been administered?

A. Yes it has been administered by Nicholas H. Green, attorney of Annapolis, Maryland.

92. You have stated that the said Hester A. Harwood left no children or descendants, now state who were her father and mother and are they if you know dead or alive, and if dead when did

they die?
A. William Harwood was the father of Hester Ann Harwood and her mother was Hester Ann Harwood, both of whom are dead, William Harwood died January 21, 1900, and his wife October 6, 1890.
102. State what children they left and whether they are dead or alive, if dead when did they die and did they leave any descendants?
A. There were five children, four died before the death of Hester A. Harwood, whose property is now in litigation, and she died August 30, 1924, all died unmarried intestate and childless.
112. You state that the said Hester A. Harwood left no children or descendants or father or mother or sister or brother or descendants of any sister or brother, now state if you can who are her next of kin or heirs at law and in what degree related to her?
A. Her next of kin are her first cousins alive at her death.
122. State if you can what brothers and sisters if any the father and mother of said Hester A. Harwood had, which are living or dead and if they left any children, or descendants of children dying since August 30, 1924 the date of the death of said Hester Ann Harwood?
A. From the family records, all the brothers and sisters of the father and mother of Hester Ann Harwood died before the date of her death August 30, 1924, and the only ones leaving children are Sally Harwood, a sister of William Harwood, who married Francis Taylor September 9, 1828, both of whom are dead, the said Sally Harwood Taylor died 30 May 1846, and Francis Taylor died October 11, 1858 they were my grandfather and grandmother, the other sister of William Harwood who left children alive at the death of said Hester A. Harwood was Elizabeth Harwood, who married Rev. George F. Worthington, both of them are dead and Sarah Harwood Worthington the defendant is their only surviving child. Sally Harwood Taylor left two children surviving her both of whom were alive August 30, 1924, all of her other children having died many years before; George Taylor the plaintiff is one now living in Louisville, Kentucky, and the other

was Sally R. I. Bronaugh who at the time of the death of said Hester A. Harwood, was living in Washington, D.C.
13 Q. Is Sally R. I. Bronaugh living or dead, if dead when did she die, did she leave a last will and testament or die intestate and if she died intestate who are her children and next of kin?
A. Sally R. I. Bronaugh, my mother, is dead, she died in the City of Washington, D. C. June 4, 1925, intestate leaving as her only heirs at law her children, Rosa L. Bronaugh, Virginia R. Bronaugh, Georgie I. Bronaugh, Alfred I. Bronaugh and myself Francis H. Bronaugh, all of whom are plaintiffs, the wife of Alfred I. Bronaugh is the plaintiff M. Catherine and my wife is the plaintiff Margaret Bronaugh the other children are unmarried. My mother left no surviving husband, and no other children or decendants of children; she had other children all of whom died years before her death, under age, intestate, unmarried and childless.
14 Q. What other sisters or brothers of William Harwood, father of Hester Ann Harwood, whose property is now in litigation, left any children, or decendants of children?
A. The only other first cousin alive at the death of Hester Ann Harwood in addition to my mother Sally R. I. Bronaugh and my uncle George Taylor, is Sarah Harwood Worthington of Baltimore City, Maryland, she is the only surviving child of Elizabeth Harwood, a sister of William Harwood, and her husband Rev. George F. Worthington. There were no other children of any of William Harwood's brothers or sisters alive August 30, 1924, as far as I have been able to trace, or get any information of, quite an exhaustive search was made for them, at the time of the settlement of the personal estate and advertisements in papers, in Maryland, Washington, and New York, but no one could be found, or was heard of and none appeared. The records show that there were no first cousins on the side of the mother of Hester A. Harwood.
15 Q. State if you have any family records or entries which show the relationship between the parties mentioned and Hester Ann Harwood state what they are?
A. I have seen the family records and the Court

records and Parish records and my testimony is based upon them as well as the personal knowledge I have of some of the facts to which I have testified.
16 Q. Can the real estate of which the said Hester Ann Harwood died seized and possessed be divided among those interested in kind without loss and injury or is a sale thereof necessary and to the best interest and advantage to the parties in this cause?
A. I do not think the property could be divided in kind among the parties interested because it would be a physical impossibility as there is just one piece of property and a sale thereof in my opinion is necessary to have a division of the proceeds among the parties entitled according to their respective rights.
To the general question under the rule the witness answers: No.

Francis H. Bronaugh -

Witness Ellicott H. Worthington of lawful age, produced on behalf of the plaintiffs being duly sworn testified as follows:
1 Q. State your name, age and residence?
A. Ellicott H. Worthington, 49 years old, a resident of Baltimore City.
2 Q. Are you acquainted with the parties to this suit and which of them, state how they are related to you if at all?
A. I know Mr. George Taylor the plaintiff and Mr. Francis H. Bronaugh and Alfred I. Bronaugh plaintiffs and the defendant Sarah Harwood Worthington with the exception of Sarah Harwood Worthington who is my cousin none of the parties to this cause are related to me.
3 Q. Were you acquainted with Hester Ann Harwood, whose estate is in controversy in this cause, if yea how long were you acquainted with her?
A. Yes I have been acquainted with Hester Ann Harwood over 40 years.
4 Q. State whether or not she was married?
A. No.
5 Q. State whether the said Hester Ann Harwood is dead or alive, if dead, when did she die, state whether or not she died intestate or did she leave a will?

A. She is dead, she died August 30, 1924 she died intestate.

62. State if you know whether or not the said Hester Ann Harwood left children or descendants?

A. She left no children or descendants.

72. State if you know what real estate the said Hester Ann Harwood died, seized and possessed of and where the same is located, and its value?

A. She left a lot of ground located on the South or Southeast corner of Maryland Avenue and King George Street in the City of Annapolis, improved by a large brick dwelling with two wings known as the "Harwood House" and designated as No. 19 Maryland Avenue it has an appraised value of $35,000.

82. State if you know whether or not the personal estate of Hester Ann Harwood has been administered and by whom?

A. It has been administered by Mr. Nicholas H. Green, Attorney, of Annapolis.

92. You stated that the said Hester Ann Harwood left no children or descendants, now state who were her father and mother?

A. Her father was William Harwood and her mother was Hester Ann Harwood both of whom are dead, having died a great many years ago. The family record shows that Mr. William Harwood died January 21, 1900 and his wife Hester Ann Harwood died on the 6th day of October, 1890. The family records also show that all the children of the father and mother of the said Hester Ann Harwood are dead and they left no descendants.

102. You state that said Hester Ann Harwood left no children or descendants or father or mother or sister or brother or descendants of any sister or brother, now state if you can who are next of kin or heirs at law and in what degree related to her?

A. Her first cousins.

112. State if you can what first cousins the late Hester Ann Harwood had living at the time of her death August 30, 1924?

A. George Taylor of Louisville Kentucky, Mrs. Sally C. J. Bronaugh, of Washington D. C. and Miss Sarah Harwood Worthington of Baltimore, Maryland.

Sarah Harwood Worthington being the only surviving child of Elizabeth Harwood sister of William Harwood the father of Hester Ann Harwood, the said Elizabeth having married George F. Worthington in the City of Annapolis on the 24th day of September 1835, all of her brothers and sisters having died prior to August 30, 1924.
George Taylor and Sally C. T. Brannagh being the children of Sally Harwood who married Francis Taylor.
12 Q. State if you have any records or entries which the relationship between the parties and Miss Hester Ann Harwood?
A. I have had access to family records some of which are in my possession, Court records and church records which show these facts.
13 Q. In your opinion can the real estate be divided without loss and injury among the parties interested in kind or is a sale thereof necessary to make a division among the parties interest according to their respective interests?
A. It can not be divided in kind without loss and injury and a sale thereof is necessary for a division. The reason being that the real estate consists of a lot of ground and a dwelling which would be impossible to divide in kind, therefore it is necessary to have a sale in order that the proceeds may be divided among the parties interested.
To the general question under the rule the witness answers: No.

Ellicott N. Worthington.

There being no other witnesses to be examined and no further time being desired by the parties hereto, the within testimony is herewith closed and returned to the Court this 25th day of June, 1926.

George E. Pullman, (seal)
Examiner.

Decree for Sale of Real Estate - Filed July 6, 1926.
This cause standing ready for hearing and being submitted, the Bill of Complaint, Answers and all other proceedings were by the Court read and considered.
It is thereupon this 6th day of July in the year

Nineteen hundred and twenty six by the undersigned one of the Judges of this Court, and by the authority of this Court, adjudged, ordered and decreed that the real estate mentioned in these proceedings be sold, and that Nicholas H. Green, of Annapolis, Maryland, be and he is hereby appointed Trustee to make such sale and that the course and manner of his proceedings be as follows:

He shall first file with the Clerk of the Court a bond to the State of Maryland, executed by him with a surety or sureties to be approved by the Clerk of this Court in the penalty of Fifty thousand dollars, condition for the faithful performance of the trust reposed in him by this Court, or which may be reposed in him by any future order or decree in the premises; he shall then proceed to make the said sale, having first given at least three weeks previous notice inserted in some newspaper published in Anne Arundel County, and such other notice as he may think proper, of the time, place, manner and terms of sale which terms shall be as follows: One half of the purchase money to be paid in cash on the day of sale, or at the option of the Trustee on the final ratification of such sale by this Court, and the balance in six months from the day of sale, or all cash at the option of the purchaser or purchasers, the deferred payment to bear interest from the day of sale, and to be secured by the bond of the purchaser or purchasers with security to be approved by the Trustee; and if not sold at public sale on the day so advertised the said trustee shall proceed to make sale or sales at either private or public sale, to the best advantages, and upon the terms above set forth.

And as soon as may be convenient after any such sale the Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale annexed, and on the ratification of such sale by this Court, and on the payment of the whole purchase money, (and not before) the said Trustee by a good and sufficient deed to be executed and acknowledged agreeably by law, shall convey to the purchaser or purchasers

chasers of said property, and to his, her, or their heirs the property to him, her or them sold free clear and discharged of all claims of the parties to this cause, and of any person claiming by, from or under them or any of them.

And the said Trustee shall bring into this Court the money arising out of such sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such commissions to the said Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged this trust.

Robert Moss, A. J.

Bond.- Filed and approved 8 July, 1926.

Know all Men by these Presents, That we Nicholas H. Green of Annapolis, Anne Arundel County, Maryland and The Hartford Accident and Indemnity Company a corporation organized and existing under the laws of the State of Connecticut are held and firmly bound unto the State of Maryland in the full and just sum of Fifty thousand dollars, current money, 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 and assigns, jointly and severally by these presents, sealed with our seals and dated this 8th day of July in the year Nineteen hundred and twenty six.

Whereas by a decree of the Circuit Court for Anne Arundel County sitting in Equity bearing date the sixth day of July in the year 1926, and passed in cause in said Court wherein George Taylor et al. are plaintiff and Sarah Harwood Worthington et al. are defendants known as No. 5119 Equity, the above named Nicholas H. Green has been appointed Trustee to make sale of the real estate in the proceedings mentioned.

Now the condition of the above obligation is such that if the above bounded Nicholas H. Green does and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any further 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 in the presence of Rose R. Garner.

Nicholas H. Green, (seal)

Witness the said Hartford Accident and Indemnity Company by its duly authorized Attorney as per power of Attorney duly recorded among the Land Records in the Office of the Clerk of the Circuit Court for Anne Arundel County attested by its corporate seal.

Witness: Rose R. Garner

Corporate seal

Hartford Accident & Indemnity Co.
By J. C. Brewer,
Nicholas H. Green, Attorneys.

Report of Sale and Order Nisi

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

The report of Nicholas H. Green, Trustee appointed by the decree in this cause, to make sale of the real estate therein mentioned respectfully shows; that after giving bond with security for the faithful discharge of his trust as required by said decree and giving notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door in the City of Annapolis, Maryland, on Tuesday the twenty first day of September in the year Nineteen hundred and twenty six at 11.30 o'clock A. M.; the time and place mentioned in said advertisement, and then and there offered the property mentioned in these proceedings at public sale, that is to say: All that lot of ground situate in the City of Annapolis, and located on the South Corner of Maryland Avenue of 136 feet, more or less, and a depth on King George Street of 147 feet, more or less, improved by a large colonial brick mansion, with two wings of like brick construction, designated as No. 19 Maryland Avenue, and sold the same to the visitors and Governors of St. Johns College at and for the sum of Forty seven thousand dollars they being at that

price the highest bidders thereof.

The said purchaser agreed to comply with the terms of sale, the agreement of the purchaser and certificate of the auctioneer marked Exhibit N. H. G. No. 1 with Report of Sale is filed herewith.

All of which is respectfully submitted,

Nicholas H. Green,
Trustee.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this twenty second day of September in the year Nineteen hundred and twenty-six before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Nicholas H. Green, Trustee, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and the said Sale was fairly made.

Witness my hand and seal Notarial,

Notary Seal

Myrtle Sturm,
Notary Public.

Handbill -

Trustee's Sale of valuable Real Estate in the City of Annapolis, Md. Colonial Harwood House.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, in Equity, passed on the sixth day of July, 1926, in a cause in said Court wherein George Taylor, et al., are plaintiffs, and Sarah Harwood Worthington, et al., are defendants, the undersigned as Trustee, will offer at public sale at the Court House door, in the City of Annapolis, Maryland, on Tuesday, September 21, 1926 at 11.30 o'clock A. M., the property mentioned in said proceedings and therein decreed to be sold, to wit:

All that lot of ground situate in the said City of Annapolis, and located on the South corner of Maryland Avenue and King George Street, having a frontage on Maryland Avenue of 136 feet, more or less; and a depth on King George Street of 147 feet, more or less; improved by a large colonial brick mansion, with two wings of like brick construction, designated as No. 19 Maryland Avenue.

The building has been pronounced the finest example of architecture of the period, beautiful carving around doors, the front entrance and windows and panel work

in the large room of the main buildings; the location of this property in historic Annapolis, on the Severn River and Chesapeake Bay, within a block of the United States Naval Academy, near the main entrance thereto, opposite the "Chase Mansion", and with the charming colonial atmosphere of its surroundings, affords an opportunity of a life-time for the purchaser.

Terms of Sale as prescribed by the Decree: One-half of the purchase money to be paid in cash on the day of sale, or at the option of the Trustee on the final ratification of such sale by the Court, and the balance in six months from the day of sale, or all cash at the option of the purchaser or purchasers, the deferred payment to bear interest from the day of sale, and to be secured by the bond of the purchaser or purchasers with security to be approved by the Trustee. A deposit of Ten thousand ($10,000) dollars will be required of the purchaser on the day of sale.

Nicholas H. Green, Trustee.

Auctioneer's Certificate and Purchaser's Agreement filed with Report of Sale Exhibit N. H. G. No. 1.

I hereby certify that I have this day sold at public auction for Nicholas H. Green, Trustee, the property herein described to St. Johns College at and for the sum of Forty seven thousand dollars, he being at that price the highest bidder therefor.

Witness my hand and seal this 21st. day of September 1926.

William H. Moss, (seal)
Auctioneer.

This is to certify that I have this day purchased at public auction the property within described as located on the corner of Maryland Avenue and King George Street and known as "The Harwood House" from Nicholas H. Green, Trustee, at and for the sum of Forty seven thousand dollars, which I hereby agree to pay in accordance with the terms of sale.

Witness my hand and seal this twenty first day of September, Nineteen hundred and twenty-six.

Witness:
William H. Moss.

St Johns College by
Enoch B. Carey, (seal)
President.

Order Nisi -

Ordered this 22nd day of September in the year 1926, that the sale of the property mentioned in these proceedings made and reported by Nicholas H. Green, Trustee, be ratified and confirmed unless cause to the contrary be shown on or before the 23rd 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 23rd day of October, 1926.

The report states the amount of sales to be $47,000.00.

Wm. Martin Brady, Clerk.

Publisher's Certificate.

Annapolis, Md., Oct. 16 - 1926.

We hereby certify, that the annexed advertisement Order Nisi - Hardwood - Equity 5119 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 Twenty third day of October the first insertion appearing on the Twenty second day of September, 1926.

The Capital Publishing Company,
By L. F. Clow.

Ordered this Fourth day of November in the year 1926, 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 is allowed the usual commissions and such expenses as he may produce vouchers for the auditor.

Robert Moss, A. J.

Auditor's Report and Account - Filed Feby. 26, 1927.

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.

James N. Owens,
Auditor.

Dr. George Taylor et al. vs. Sarah Harwood Northington No. 5119 Equity Cr.
in ac. with Nicholas H. Green, Trustee.

September 21-1926.					Sept. 21-1926.		
To Trustee for Comms.			$ 1440	00	By proceeds		
To Trustee for Court costs viz:					of sale	$ 47000	00
" Atty. for Appr. Fee	$ 10	00					
" Clerk of Court (court costs)	36	40					
" Sheriff of Balto. City		80					
" Examiner (G. E. R.)	4	00					
" Stenographer (M. S.)	5	70					
" N. H. Green, (Certified copies)	8	50					
" Auditor (J. N. C.)	13	50					
" Prem. on Bond (J. C. B.)	150	00	228	90			
To Trustee for Expenses viz:							
" Auctioneer (N. H. M.)	191	00					
" J. M. Haiger Adv.	1447	33					
" Evening Capital Adv.	36	00					
" Order Nisi Report of Sale	5	00					
" " " Auditors Account	5	00					
" Evening Capital (Order Pub.)	76	00					
" Art Press (Hand Bills + Adm. cards)	7	00					
" E. H. Pickering Photographs	19	50					
" L. A. Jones (caretaker)	30	00					
" Wm. B. Patterson (care taker)	50	00					
" Clem. Horsey - Laborer	16	50					
" Southeastern Express Co.		84					
" N. H. Green Stamps	13	80					
" J. C. Brewer Agt. Ins. Prem.	24	00					
" J. C. Brewer Agt. Ins. Prem.	28	80					
" J. C. Brewer Agt. Ins. Prem.	19	20	1969	97			
To Trustee for Taxes.							
Geo. F. Duvall Treas. City Taxes 2 mos. 21 days	42	52					
C. A. Hodges Treas. State + Co. Taxes 2 mos. 21 days	64	60	107	12			
Bal. for Distribution			43254	01			
			$ 47000	00		$ 47000	00
Amount for Distribution			$ 43254	01			
To George Taylor 1/3	$ 14418	00	Rec'd payment 4/7/27 - and additional interest received. E. H. Northington for Sarah Harwood Northington			$ 326.61	
" Sarah Harwood Northington 1/3	14418	00					
Heirs of Sally Taylor Bronaugh 1/3					George Taylor		
Frances Harwood Bronaugh	2883.60				Frances Harwood Bronaugh		
Georgie Taylor Bronaugh	2883.60				Georgie Taylor Bronaugh		
Rosa Lee Bronaugh	2883.60				Rosa Lee Bronaugh		
Virginia Lendrum Bronaugh	2883.60				Virginia Lendrum Bronaugh		
Alfred Taylor Bronaugh	2883.60				Alfred T. Bronaugh		
	$ 14418	00					
	$ 43254	01	$ 43254	01			

Order Nisi -

Ordered, This 26th day of February, 1927, 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 29th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of 3 successive weeks before the 29th day of March next.

Frank S. Revell,
Clerk.

Publisher's Certificate -

Annapolis, Md. March 21, 1927.

We hereby certify, that the annexed Order Nisi George Taylor et al. vs. Sarah Harwood Worthington No. 5119 Equity, by the Circuit Court for A. A. Co. was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 29th day of March, 1927. The first insertion being made the 28th day of February, 1927.

The Capital Publishing Company,
By H. G. Carroll,
Per E. H.

Final Order -

Ordered by the Court, this 2nd day of April 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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 Trust Estate of William H. Moulden and Jacob Moulden.

No. 3846 Equity.
In the Circuit Court for Anne Arundel County.

For other proceedings of this case (No. 3846 Equity) see Liber G. N. No. 65, folio 137 etc.

Test: Frank S. Revell, Clerk.

Second Report of Sale - Filed 12th December - 1916.

To the Honorable, The Judges of said Court:

The report of James M. Munroe, Trustee, respectfully shows:

That having given bond with surety duly approved and having advertised the property hereinafter mentioned as set out in his first report of sale filed in this case on the 28th day of July, 1914 and having sold the two tracts of land in said report of sale mentioned and having announced at the public sale that he would hold at private sale the other two tracts of land advertised, one being a tract of twelve acres without improvements and the other being a tract of Four and three fourths acres with a small house thereon and being the two tracts thirdly and fourthly described in the deed of trust in this case and having vainly endeavored to make sale of said property ever since the said 28th day of July, 1914, he now, 12th December 1916, reports the sale of said property at private sale for the sum of Three Hundred Dollars to the Farmers National Bank of Annapolis, to wit, All those twelve acres of land which were conveyed to William H. Moulden and Jacob Moulden by James M. Munroe, Attorney, by deed dated the 2nd day of August, 1911, and all that tract of Four and three fourths acres of land with the improvements thereon conveyed to the said William H. Moulden and Jacob Moulden by John N. Moulden by deed dated the 2nd. of June, 1911, said deeds duly recorded in the Land Records of Anne Arundel County. All of which is respectfully submitted,

James M. Munroe,
Trustee.

Certification on following page.

Order Nisi -

Ordered, this 12th day of December, 1916, That the sale of the property mentioned in these proceedings made and reported by James M. Munroe, Trustee Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of January next.

The report states the amount of sales to be $300.00.

Geo. Wells, Clerk.

Publisher's Certificate.

Annapolis, Md. December 14-1916

I hereby certify that the annexed Order Nisi - In the Matter of the Trust Estate of William H. Moulden and Jacob Moulden (No. 3846 Equity) was published in The Advertiser-Republican a newspaper published in the City of Annapolis, once a week for three successive weeks before the 15th day of January, 1917. The first insertion being made the 14th day of December, 1916.

H. Meade Halliday,
Publisher.
Per M. J. S.

Ordered by the Court, This 26th day of January 1917, 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.

Jas. R. Brashears.

State of Maryland, Anne Arundel County, to:

I hereby certify that on this ___ day of December in the year 1916 before me, the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County personally appeared the above named James M. Munroe, Trustee, 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.

John M. Green
Deputy Clk. of the Ct. Ct. for A. A. Co.

Auditor's Report and Account - Filed 27 Dec. 1927

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 N. Owens, Auditor.

Dr. In the Matter of the Trust Estate of Wm. H. & Jacob Moulden in ac. Cr.
1914 with James M. Munroe, Trustee.

May 2	To Trustee for his comm. as provided in the mortgage			$46	50	May 2 - 1914 By proceeds of sale of real estate to Wm. H. & Eliz. Moulden, his wife as per Trustees report filed -	$525	00
1916 Dec. 12	To Trustee for his commission as provided in the mortgage			18	00			
	To the Trustee for his expenses:							
	Advertising sale, handbills + Order Nisi	$18	00			By proceeds of sale of real estate to Jacob + Rosa Moulden, his wife as per Trustees report filed Dec. 12 - 1916.		
	Auctioneer M. T. Weems	11	00					
	Premium on Bond	10	00	39	00			
	To the Trustee for Court Costs:							
	Clerk of Court	12	25				250	00
	Solicitor's Appearance Fee	10	00					
	Auditor	4	50	26	75	By proceeds of sale of real estate to Farmers Nat'l Bank of Annapolis as per Trustees report filed	300	00
	To State + County Taxes as follows:							
	N. W. Moulden for 1911	8	53					
	" " " " 1912	8	33					
	" " " " 1913	1	63					
	Jacob Moulden for 1913	4	41	22	90		$1075	00
	To payment in full of judgment of Farmers Nat'l Bank #72 Trials Jan. Term 1914 Ct. Ct. A. A. Co. with Int. costs + Attys. Com.			567	10	Claims of Farmers National Bank:-		
				$720	25	1. Judgment #72 Trials Jan. Term 1914 Ct. Ct. for A. A. Co. with Int. costs + Attys. Com.	$567	10
	To two years Premium on Bond	$10	00					
	To addition Costs Clerk of Ct.	4	25					
	To Order Nisi on this acct.	3	50					
	To Auditor	4	50	22	25	2. Judgment #74 Trials Jan. Term 1914, Ct. Ct. for A. A. Co. with Int. costs + Attys. Com.	492	85
	To State + County Taxes as follows:							
	Wm. + Jacob Moulden 1914	8	80					
	" " " " 1915	8	90					
	" " " " 1916	8	70	26	40			
	To Balance on a/c Judgment Farmers Nat'l Bank #74 Trials Jan. term 1914, Ct. Ct. A. A. Co.			306	10			
				$1075	00			

Final Order.

Ordered by the Court, this 10th day of September, 1918, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Robert Mas, A. J.

Annapolis, Maryland,

December 17th, 1917.

The Farmers National Bank of Annapolis does hereby acknowledge to have received from James M. Munroe, Trustee in the above entitled case, payment in full of its judgment claim No. 72 Trials, January Term, 1914, Circuit Court for Anne Arundel County for the sum of Five Hundred and Four Dollars and Seventy cents with interest, and has purchased from James M. Munroe, Trustee, the property mentioned in said proceedings sold for the sum of Three Hundred Dollars, paying no money for the same but crediting said purchase money on its other claim against the said William H. & Jacob Moulden filed in the above entitled case.

In consideration whereof, the said Farmers National Bank does hereby release, discharge and acquit the said James M. Munroe, his heirs, executors, administrators and sureties from all claims for and on account of the proceeds of the sale of the real estate of Wm. H. and Jacob Moulden in the above entitled case, No. 3846 Equity.

Farmers Natl. Bank of Annapolis, Md.
By L. H. Gassaway,
Cashier.

The Bonded Mortgage Company of Baltimore
vs.
Katie Neilson and Sigvard T. Neilson, her husband.

No. 5161 Equity.
In the Circuit Court for Anne Arundel County.

Order to Docket Suit - Filed June 24 - 1926.

Mr. Clerk:-

Please docket suit in the above entitled case of the Bonded Mortgage Company of Baltimore vs. Katie Neilson and Sigvard T. Neilson, her husband and file the within mortgage dated November 10th 1924, and recorded among the Land Records of Anne Arundel County in Liber N. N. N. No. 82 folio 264 &c., from the said Katie Neilson and Sigvard T. Neilson, her husband to the said Bonded Mortgage Company of Baltimore, as Plaintiff's Exhibit No. 1.

Harry T. Kellman,
Attorney for Plaintiff.

Petitioner's Exhibit No. 1 - Filed June 24 - 1926.

This Mortgage made this 10th day of November in the year one thousand nine hundred and twenty-four by and between Katie Neilson and Sigvard T. Neilson husband of the first part, and The Bonded Mortgage Company of Baltimore, a corporation, party of the second part.

Whereas the said parties of the first part are justly indebted unto the said parties of the second part in the full and just sum of Twelve Hundred and Fifty Dollars ($1250.00) money this day loaned and advanced and for the repayment of which said indebtedness with interest to accrue thereon at the rate of six per centum per annum the said parties of the first part have made and passed unto the said parties of the second part their thirteen negotiable promissory notes of even date herewith all drawn payable to the order of the said party of the second part in gold coin of the United States of the present standard of weight and fineness as follows:- One principal note for the sum of Twelve Hundred and Fifty Dollars ($1250.00) and made payable three years after date; and twelve interest notes of even date each being for the sum of Eighteen Dollars and

Seventy-Five Cents and made payable in three, six, nine, twelve, fifteen, eighteen, twenty-one, twenty-four, twenty-seven, thirty, thirty-three, and thirty-six months after date respectively.

And Whereas it was a condition precedent to the making of the aforesaid loan that the repayment thereof with interest should be secured by the execution of these presents.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of one dollar, the said Katie Neilson and Sigvard T. Neilson, her husband do grant, convey and assign unto The Bonded Mortgage Company of Baltimore, its successors and assigns, all that lot or parcel of ground situate and lying in the County of Anne Arundel, State of Maryland and described as follows:

Beginning for the same at the beginning point of the land described in a deed from Charles Bortner to Anna Naumann bearing date of August 23, 1919 and recorded among the Land Records of Anne Arundel County in liber N. N. W. No. 11 Folio 308 which said place of beginning is at the intersection of the county road leading from Glenburnie to Odenton and as road laid out thirty feet wide, and bounding on a part of the last line of said deed, reversely, and also on the county road, south twenty-three degrees 10 minutes west two hundred and fifty feet thence leaving said county road and running across the whole lot north 26 degrees and 30 minutes west two hundred and fifty-five feet more or less to intersect the first line of the above mentioned land, at a point on said line north eighty-nine degrees 30 minutes west two hundred and ten feet from the end thereof and running thence reversely bounding on a party of the first line of the said deed south eighty-nine degrees and 30 minutes east two hundred and ten feet to the place of beginning. Containing one half acre, more or less.

Being the same lot of ground which by deed dated January 17, 1924 and recorded among the Land Records of Anne Arundel County in Liber N. N. W. No. 85 Folio 188 was granted and assigned by Anna Naumann, widow, et al. to the said mortgagors.

Together with the buildings and improvements thereupon and the rights, alleys, ways, waters, privileges, appur-

tenances and advantages thereto belonging or in anywise appertaining.

To have and to hold the said lot of ground, with the improvements and appurtenances aforesaid, unto the said mortgagee, its successors and assigns.

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

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

And upon any default in the terms of this mortgage a sale may be made by the said mortgagee, its successors or assigns, or by Harry T. Kellman, his or their attorney, under Article LXVI, Sections 6 to 10, inclusive of the Maryland Code of 1904, Public Laws, or any other general or local laws of the State of Maryland relating to mortgages. And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots, and the sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the County in which the land is situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.

And it is agreed that upon any sale of said property under this mortgage, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty dollars for conducting the proceedings if without contest, but if legal services be rendered to the mortgagees or its assignee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper;

also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the mortgagee, its successors or assigns hereunder, whether the same shall have then matured or not; and, third, the balance, if any, to the said mortgagors, his, her, its or their heirs, personal representatives, successors and assigns, and half of such commission and all such expenses and costs shall be paid by the mortgagors or his assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagors, his, her, its or their heirs, personal representatives, successors or assigns, shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, public dues and charges the said mortgagors covenant to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bill thereof, at the place of business of the mortgagee or its agent. And upon any default in any of the covenants of this mortgage, the mortgagee shall be entitled, without notice to the mortgagors, to the immediate appointment of a receiver of said property without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

And the said mortgagors further covenant with the said mortgagee that should the title to the herein mortgaged property or to any part thereof be acquired by any party, person or corporation other than the herein mortgagors by voluntary or involuntary grant or assignment, by descent or inheritance, operation of law, or in any other manner, then the mortgagee, its assigns and successors in title shall at any time after change in title

or ownership have magnified right to demand the immediate payment of the unpaid part of the principal or advance and interest or any other indebtedness, and upon failure to pay the said unpaid principal or advance, and accrued interest, and other indebtedness, the mortgagee shall be entitled to institute foreclosure proceedings herein provided for; and it is further agreed that the failure of the mortgagee or its assigns or successors, to demand said unpaid principal or advance and interest and other indebtedness after there shall have been a change in title or ownership as aforesaid, such failure shall not be construed as a waiver of its right to make the demand at any time after the change in title or ownership occurs.

However, the mortgagee reserves to itself and its assigns or successors, in title, the right to consent from time to time to such change in title or ownership, but such consent shall be binding only if made in writing.

And the said Mortgagors covenant to keep the improvements on the land insured against loss by fire, in an insurance company or companies selected by, and in an amount designated by the said mortgagees, and to cause the policy or policies to be so framed or indorsed as in case of fire to inure to the benefit of the said mortgagees, personal representatives, successors or assigns, to the extent of its lien or claim under this mortgage, and to deliver the policy or policies to the mortgagee, to be kept by the mortgagees. And in the event of any loss by fire the insurance company or companies are hereby directed by the mortgagors to make payment for such loss to the mortgagees only, and not to the mortgagors and mortgagees jointly; such payment to the mortgagees shall be applied to the extinguishment of the principal, interest and expenses secured by this mortgage whether then due or not, but shall not exceed the amount payable under this mortgage. And the said mortgagors covenant to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

As Witness the hands and seals of said mortgagors—

Witness:
Bertha Rosemann

Katie Neilson (seal)
Sigmund Nelson (seal)

State of Maryland, Baltimore City, to wit:
I Hereby Certify, that on this 10th day of November in the year one thousand nine hundred and twenty-four before me the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Katie Neilson and Sigfark T. Neilson, her husband, and they acknowledged the aforegoing mortgage to be their act.
At the same time also appeared J. Barry Mahool, Vice President of the Bonded Mortgage Company of Baltimore 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 that he is agent of the mortgagee authorized to make this affidavit.
In Testimony Whereof, I have affixed my official seal the day and year aforesaid.

Notary Seal

Bertha Rosenman,
Notary Public.

Statement of Mortgage Claim - Filed July 19th 1926

Amount of Mortgage	$1250.00
Interest	93.75
Total amount due	$1343.75

State of Maryland, City of Baltimore, Sct.
I Hereby Certify, that on this 19th day of July in the year nineteen hundred and twenty-six, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared J. Barry Mahool, the Vice-President of the said Bonded Mortgage Company of Baltimore City 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 the said cause now remaining due and unpaid.

Notary Seal

Minnie R. Moses,
Notary Public.

Bond - Filed + approved July 19th, 1926.
Know all Men by these Presents, That we, Harry T. Kellman 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 Fifteen hundred ($1500) 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 nineteenth day of July, in the year of our Lord nineteen twenty six.

Whereas, the above bounden Harry T. Kellman by virtue of the power contained in a mortgage from Katie Neilson and Sigvard Neilson, her husband to The Bonded Mortgage Company of Baltimore bearing date the tenth day of November, 1924 and recorded among the mortgage records of Anne Arundel County in Liber W.N.W. No. 82, Folio 264 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 Harry T. Kellman 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 Harry T. Kellman 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 Minnie R. Moses.

Harry T. Kellman (seal)

National Surety Company
By Wm. M. Murphy.

corporate seal

Report of Sale - Filed July 21st 1926.

To the Honorable, the Judge of Circuit Court of Anne Arundel County:

The report of sale of Harry T. Kellman, the attorney mentioned in the mortgage filed in the above case to make sale of the fee simple property described in said mortgage, respectfully show:

That after giving bond with security for the faithful discharge of his duties which said bond was duly approved and having given notice of the time, place manner and terms of said sale by advertisements inserted in the Maryland Gazette, a newspaper published in Annapolis, Maryland, in Anne Arundel County for more than twenty days preceding the day of sale, the said Harry T. Kellman did pursuant to the said notice on Monday, July 19th 1926, at 3 o'clock P. M. attend on the premises and then and there sold the said property described in said mortgage and as fully set forth in the annexed advertisement of sale, to David E. Donaldson and Margaret Donaldson, his wife, for the sum of fifteen hundred dollars.

Harry T. Kellman, Atty.

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 20th day of July, 1926, before me the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Harry T. Kellman, the attorney mentioned in the mortgage filed in these proceedings, and made oath that the facts stated in the aforegoing 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 Seal

Minnie R. Moses,
Notary Public.

Handbill.

Mortgage Sale of valuable improved property situated on the County Road leading from Glen Burnie to Odenton, in Anne Arundel County, Md.

Under and by virtue of the power and authority contained in a mortgage from Katie Neilson and Sigward T. Neilson, her husband, to the Bonded Mortgage Company, a body corporate, dated the 10th day

of November, 1924, and recorded among the mortgage records of Anne Arundel county, (default having occurred hereunder), the undersigned, the attorney named in the mortgage, will sell at public auction, on the premises, on Monday, July 19, 1926, at 3 o'clock P. M., all that valuable improved property, situate and lying in Anne Arundel county, Maryland, and more fully described as follows:

Beginning for the same at the beginning point of the land described in a deed from Charles Bortner to Anna Naumann, bearing date of August 23, 1919 and recorded in Liber N. N. N. No. 11, folio 308, which said place of beginning is at the intersection of the county road leading from Glen Burnie to Aldenton and a road laid out thirty feet wide, and bounding on a part of the last line of said deed, reversely and also on the county road, south twenty-three degrees ten minutes west two hundred and fifty feet, thence leaving said county road and running across the whole lot north twenty-six degrees and thirty minutes west two hundred and fifty-five feet, more or less, to intersect the first line of the above mentioned land, at a point on said line north eighty nine degrees west two hundred and ten feet from the end thereof and running thence reversely bounding on a part of the first line of the said deed south eighty-nine degrees and thirty minutes east two hundred and ten feet to the place of beginning. Containing one-half acre, more or less.

Being the same lot of ground which by deed dated January 17, 1924, and recorded among the Land Records of Anne Arundel county in Liber N. N. N. No. 85, folio 188, was granted and assigned by Anna Naumann, widow, et al. to the said mortgagors.

The improvements consist of a two-story frame dwelling, garage and outbuildings.

Terms of Sale: One-third cash, balance in six and twelve months, or all cash, as the purchaser may elect; credit payments to bear interest from day of sale and to be secured to the satisfaction of the undersigned attorney. A cash deposit of $300 will be required of the purchaser at time and place of sale. Taxes and all other expenses

adjusted to day of sale.

E. D. Newell & Co., Auctioneers.

Harry T. Kellman, Attorney named in Mortgage.

Ordered, this 21st. day of July, 1926, That the sale of the property mentioned in these proceedings made and reported by Harry T. Kellman, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 21st. 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 21st. day of August next.

The report states the amount of sales to be $15-00.

Wm. Martin Brady, Clerk.

Publisher's Certificate.

Annapolis, Md., August 25, 1926.

We hereby certify, that the annexed Order Nisi-Neilson Equity 5-161 was published in The Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the twenty-first day of August, 1925. The first insertion being made the twenty-ninth day of July, 1926.

The Capital Publishing Company
By L. F. Clow.

Ordered by the Court, This 31st. day of August, 1926, 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.

Robert Moss, A. J.

Auditor's Report and Account. Filed Sept. 17-1926.

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,

James N. Owens, Auditor.

Dr. The Mortgaged Real Estate of Katie Neilson and husband Cr.
in ac. with Harry I. Kellman - Attorney.

July 19 - 1926					July 19 - 1926		
To Atty. for his comms. and Interest			$ 76	80	By proceeds		
					of sale of real		
To Atty. for Court Costs, viz:					estate	$ 1500	00
" Solicitor	$ 10	00			Int. collected	6	00
" Clerk of Court	9	75				$ 1506	00
" Auditor	9	00					
" Premium on bond	10	00	38	75			
To Atty. for his Expenses, viz:							
" Order Nisi	5	00					
" Auctioneer (E. J. N.)	11	00					
" Advertising (Capital Gazette Press)	21	00					
" Affidavits	1	00					
" Order Nisi on this account	5	00	43	00			
To Atty. for State & County Taxes:							
Taxes for 1924	18	95					
" " 1925	15	95					
" " 1926 Adjusted	2	48	37	38			
To Mortgagee for claim filed							
and Interest			1310	07			
			$ 1506	00		$ 1506	00
Amount subject to Decree							
in Personam	$ 30	39					

Order Nisi -

Ordered, This 17th day of September, 1926, 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 18th 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 18th day of October next.

Wm. Martin Brady,
Clerk.

Publisher's Certificate-

Annapolis, Md., April 23-1927.

We hereby certify, that the annexed Order Nisi, The Bonded Mortgage Company, of Baltimore vs. Katie Neilson and Leonard T. Neilson, her husband, No. 5161 Equity, in the Circuit Court for Anne Arundel County was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the eighteenth day of October, 1926. The first insertion being made the twenty-third day of September, 1927.

The Capital Publishing Company,
By H. G. Carroll, Per H.

Final Order-

Ordered by the Court, this 23rd. day of April, 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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 Henry Fleisher and Alice E. Fleisher, his wife.

No. 5250 Equity.
In the Circuit Court for Anne Arundel County.

Mr. Clerk:

Please docket this case, enter my appearance and file original mortgage and notes.

Nicholas H. Green,

Second Mortgage - Filed 19 January, 1927.

This Second Mortgage made this 10th day of January, in the year of our Lord nineteen hundred and twenty-two, by and between Henry Fleisher and Alice E. Fleisher his wife, hereinafter called parties of the first part, and William G. Williams, hereinafter called party of the second part.

Whereas the said parties of the first part are justly indebted to the party of the second part in the full and just sum of Fifteen Hundred ($1500.00) dollars, and as evidencing the same have passed unto the said party of the second part, their joint and several promissory note for said sum, of even date herewith, and payable five years after date, as well as their ten other promissory notes of even date therewith, payable in six, twelve, eighteen, twenty-four, thirty, thirty-six, forty-two, forty-eight, fifty-four and sixty months after date to secure the interest thereon to accrue.

And whereas it was a condition precedent to the granting of said loan, that this mortgage should be executed for the purpose of more effectually securing the payment of said note and interest thereon to accrue; together with all renewals thereof, or substitutes therefor, at the time limited for the same.

Now therefore this Mortgage Witnesseth; that for and in consideration of the premises and of the sum of One ($1.00) dollar, the receipt of which is hereby acknowledged, the said parties of the first part do grant and convey unto William G. Williams, party of the second part, his heirs and assigns forever, all of those pieces or parcels of ground, situated, lying and being, in the Fourth

District of Anne Arundel County, State of Maryland, and described as follows:-

It Being those identical lots of land conveyed unto Henry Fleisher and wife, by William G. Williams, by deed of even date herewith and recorded, or intended to be recorded immediately prior hereto, and in said deed described as lots Nos. 1 (one) and 12 (twelve) a plat of which is recorded with said deed.

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

To Have and To Hold the aforesaid land and premises unto the proper use and benefit of the said William G. Williams, his heirs and assigns forever.

Provided that if the said Mortgagors, their heirs, personal representatives and assigns, shall well and truly pay or cause to be paid, the aforesaid sum of Fifteen Hundred ($1500.00) dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all 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 mortgagors shall possess the aforesaid premises, 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 property, which taxes and assessments, public dues and charges, mortgage debt and interest, the said mortgagors, for themselves, their personal representatives and assigns, do hereby covenant to pay when legally demandable; but if default be made in the payment of any of the said obligations, or any agreement or covenant in 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 for Eugene P. Childs his Attorney or Agent at any time after default, to sell said hereby mortgaged property or so much thereof as may be necessary to pay said mortgage debt and interest, and all costs incurred in making said sale, and to grant and convey said property to

the purchaser or purchasers, said sale to be made according to law in such causes made and provided.
And the said Mortgagors, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this mortgage, to keep insured in some good company, satisfactory to the mortgagee, the improvements on the hereby mortgaged land to the amount of at least one thousand ($1,000.) dollars, and to cause the policy to be effected thereon, to be so framed and endorsed as in case of fire to inure to the benefit of the mortgagee, his personal representatives and assigns, to the extent of her claim hereunder.
Witness the hands and seals of the said Mortgagors.
Attest: Henry Fleisher (seal)
Ella Lee Hodges. Alice E. Fleisher (seal)

State of Maryland, Anne Arundel County, to wit:
I hereby certify that on this 10th day of January, 1922, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Henry Fleisher and Alice E. Fleisher, his wife, and acknowledged the aforegoing instrument to be their act and deed; and at the same time also personally appeared Eugene P. Chilas, the herein named agent, and made oath in due form of law that the consideration as herein set forth is true and bona fide.
Witness my hand and seal Notarial.
(Notary's seal) Ella Lee Hodges,
Notary Public.

Mortgage Note -
$45.00 January 10th 1922.
Sixty months after date we promise to pay to the order of William G. Williams - Forty-five dollars -
Value Received. Henry Fleisher
Alice E. Fleisher.
Secured by second mortgage of even date.

$1500.00 January 10th - 1922.
Sixty months after date we promise to pay to the order of William G. Williams - Fifteen hundred - dollars.
Value Received. Henry Fleisher
Alice E. Fleisher
Secured by second mortgage of even date.

For value received I hereby assign the within mortgage and the debt secured thereby to Nicholas H. Green.
Witness my hand and seal this 11" day of December 1926
Witness: William G. Williams (seal)
Myrtle Sturm

Received for Record 19" day of January, 1927 at 2:30 o'clock P.M. and same day recorded in Liber N.N.N. No. 55- Fol. 86. Land Records of Anne Arundel County.

Frank S. Resell, Clerk.

Bond - Filed & approved 26" January, 1927.

Know all Men by these Presents, that I, Nicholas H. Green of Annapolis, Anne Arundel County, Maryland and the Hartford Accident and Indemnity Company a Corporation, organized and existing under the laws of the State of Connecticut are held and firmly bound unto the State of Maryland in the full and just sum of Two thousand dollars, current money, 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 and assigns, jointly and severally firmly by these presents, sealed with our seals and dated this 26" day of January in the year Nineteen hundred and twenty seven.

Whereas by deed of Mortgage from Henry Fleisher and Alice E. Fleisher, his wife, to William G. Williams dated on the tenth day of January in the year Nineteen hundred and twenty two and recorded among the Land Records of Anne Arundel County in Liber N.N.N. No. 55, folio 85, power was given to the said William G. Williams in case of default being made in the payment of the money secured thereby 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 agreement covenant or condition of said mortgage, for him the said William G. Williams his heirs or assigns or Nicholas H. Green his or their Attorney to sell the property in said mortgage described.

And Whereas the said Nicholas H. Green by assignment duly executed and recorded became the assignee of said mortgage and as such clothed with

all rights and powers conferred thereby on the mortgagee.
And Whereas default has been made in the payment of the said mortgage debt and interest and the said Nicholas H. Green under said power is about to sell said property.
Now the condition of the above obligation is such that if the above bounded Nicholas H. Green does and shall abide by and fulfill any order or decree which shall be passed by any Court in 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
Rose R. Garner,

Nicholas H. Green, (seal)

Witness the said Hartford Accident and Indemnity Company by its duly authorized Attorney as per Power of Attorney duly recorded among the Land Records in the Office of the Clerk of the Circuit Court for Anne Arundel County attested by its corporate seal.

Witness:
Rose R. Garner

Corporate Seal

Hartford Accident & Indemnity Co.
By: A. C. Brewer,
Nicholas H. Green,
Attorneys.

Statement of mortgagee claim - Filed Feby. 15, 1927.

Amount of mortgage to William G. Williams dated January 10, 1922 and recorded among the Land Records of Anne Arundel County in Liber N. N. W. No. 55, folio 85		$1500.00
Interest due Jan. 10, 1927	$45.00	
" from Jan. 10 - 1927 to Feb. 15 - 1927 1 1/6 mos.	8.75	53.75
		$1553.75

State of Maryland, Anne Arundel County, Sct:
I hereby certify that on this fifteenth day of February in the year Nineteen hundred and twenty seven before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County, aforesaid, personally appeared William G. Williams and made oath in due form of law that the above account is just and true.
Witness my hand and seal Notarial.

Myrtle Sturm,
Notary Public.

Notarial Seal

Report of Sale and Order Nisi on same. Filed Feby. 16th - 1927.

To the Honorable, the Judges of the Circuit Court for Anne Arundel County in Equity.

The Report of Nicholas W. Green, Assignee, of the mortgage filed in these proceedings authorized to make sale of the property therein mentioned in the event of default therein, respectfully shows:

That said mortgage being in default and after having given bond with surety which was duly approved, and having given twenty days notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette a newspaper printed and published in Anne Arundel County and by hand bills circulated in the City of Annapolis and Anne Arundel County, he did pursuant to said notice of sale attend in person at the Court House door in the City of Annapolis, Maryland, on Tuesday the 15th day of February 1927, at 11:30 o'clock A. M., and then and there in the presence of a number of persons did proceed to sell at public sale the property mentioned in said mortgage, to wit: All those two lots of ground located in the Fourth Election District of said Anne Arundel County, designated as Lots Number One (1) and Twelve (12) on a plat recorded with the hereinafter mentioned deed, Lot Number 1 having a frontage of 130 feet on the N. B. & A. E. R. R., and Lot Number 12 having a frontage of 100 feet, more or less, on the said N. B. & A. E. R. R. Lot No. One fronting 188.8 feet on a 20 foot road, and Lot Number 12 fronting 185.6 feet on a 16 foot road leading to the County Road running from Millersville to Gambrills and Odenton, and being the same property conveyed to said Henry Fleisher and Alice E. Fleisher, his wife, by deed dated the 10th day of January 1922, and sold the same to William G. Williams at and for the sum of Fifteen hundred dollars, he being at that price then and there the highest bidder therefor, subject nevertheless, as announced at the time of sale, to the lien, operation and effect of a mortgage from the said Henry Fleisher and Alice Fleisher, his wife, to Caroline G. Williams dated the 10th day of January 1922, and recorded among the aforesaid Land Records in Liber N. N. W., No. 55, folio 84, the said purchaser has agreed to comply with the terms of sale, the agreement

of the purchaser and certificate of the auctioneer marked Exhibit N. H. G. No. 1 with Report of Sale is filed herewith. All of which is respectfully submitted.

Nicholas H. Green,
Assignee.

State of Maryland, Anne Arundel County, Sct.

I hereby certify that on this fifteenth day of February in the year Nineteen hundred and twenty seven before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Nicholas H. Green, Assignee, and made oath in due form of law that the matters and things set forth in the aforesaid report of sale are true as therein set forth and that the said sale was fairly made.

Witness my hand and seal Notarial.

Notary Seal

Myrtle Sturm,
Notary Public.

Handbill.

Assignee's Sale of valuable Real Estate in the Fourth Election District of Anne Arundel County, at Halladay Station of the N. B. & A. E. Railroad, near Gambrills.

By virtue of a power of sale in a mortgage from Henry F. Fleisher and Alice E. Fleisher, his wife, dated the 10th day of January, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W., No. 55, folio 85, default having occurred thereunder, the undersigned as Assignee will offer at public sale at the Court House door, in the City of Annapolis, Maryland, on Tuesday, February 15th, 1927 at 11.30 o'clock A. M., the property mentioned in said mortgage, to wit: All those two lots of ground located in the Fourth Election District of said Anne Arundel County, designated as Lots Number One (1) and Twelve (12) on a plat recorded with the hereinafter mentioned deed, Lot Number One having a frontage of 130 feet on the N. B. & A. E. R. R., and Lot Number Twelve having a frontage of 100 feet, more or less, on the said N. B. & A. E. R. R., Lot Number One fronting 188.8 feet on a 20-foot road, and Lot Number 12 fronting 185.6 feet on a 16 foot road leading to the County Road running from Millersville to Gambrills and Odenton, and being the same property conveyed to said Henry F. Fleisher and Alice E. Fleisher, his wife, by deed dated the 10th

day of January, 1922, and recorded among the Land Records of Anne Arundel County in Liber N. N. N. No. 55, folio 82; improved by a 6-room dwelling and garage, subject to the lien, operation and effect of the mortgage from Henry Fleisher and Alice Fleisher, his wife, to Caroline G. Williams, dated the 10th day of January, 1922, and recorded among the aforesaid Land Records in Liber N. N. N. No. 55, folio 84, to secure the sum of Fifteen Hundred Dollars with interest thereon from the 10th day of July, 1926.

Terms of Sale: One-half of the purchase money to be paid on the day of sale, and the balance in cash upon the ratification of said sale by the Court. A deposit of $300 will be required of the purchaser on the day of sale.

Wm. H. Moss, Auctioneer. Nicholas H. Green, Assignee

This is to certify that I have this day purchased at Public auction from Nicholas H. Green, Assignee, the property herein described at and for the sum of Fifteen hundred dollars, which I hereby agree to pay in accordance with the terms of sale.

Witness my hand and seal this 15th day of February, 1927.

Witness: William G. Williams (seal)
Myrtle Sturm.

I hereby certify that I have this day sold at public auction for Nicholas H. Green, Assignee, the property herein described to William G. Williams at and for the sum of Fifteen hundred dollars, he being at that price the highest bidder therefor.

Witness my hand and seal this 15th day of February, 1927.

Witness: William H. Moss, (seal)
M. Clare M. Green. Auctioneer.

Order Nisi.

Ordered this 16th day of February in the year 1927 that the sale of the property mentioned in these proceedings made and reported by Nicholas H. Green, Assignee, of the mortgage filed herein be ratified and confirmed unless cause to the contrary be shown on or before the 18th day of March 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 18th day of March 1927.

The report states the amount of sale to be $15.00.

Frank S. Revell, Clerk.

Publisher's Certificate.

Annapolis, Md. March 21-1927.

We hereby certify, that the annexed Order Nisi - Henry Fletcher and wife - #5250 Equity was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 18th day of March, 1927. The first insertion being made the 24th day of February, 1927.

The Capital Publishing Co.
By H. L. Strange.

Order

Ordered by the Circuit Court this 21st day of March 1927 that the sale made and reported by Nicholas H. Green, Assignee, as 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 commissions provided in said mortgage and such proper expenses as he shall produce vouchers for to the Auditor.

Robert Moss, A. J.

Auditor's Report and Account - Filed March 26th - 1927.

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,

James N. Owens,
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Henry C. Fleisher and wife, in ac. with Nicholas H. Green, Assignee.

February 15-1927.					Feb. 15-1927.		
To Assignee for Commissions			$ 76	50	By proceeds		
To Assignee for Court Costs, viz:					of sale	$ 15 00	00
" Atty. for Appr. fee	$ 10	00					
" Frank S. Resell Clk. (court costs)	10	75					
" N. H. Green (Rec. Assignment)		75					
" Julian Brewer, Prem. on Bond	10	00					
" J. N. Owens (Auditor)	4	50	36	00			
To Assignee, for Expenses, viz:							
" N. H. Mass, Auctioneer	11	00					
" Maryland Gazette Adv.	23	00					
" Order Nisi Report of Sale	5	00					
" " " Auditors Account	5	00					
" Art Press (Hand bills)	5	50	49	50			
To C. Albert Hodges Treas.							
1924 State & County Taxes $38.15							
1925 " " " " 34.30							
1926 " " " " 30.50	102	95	102	95			
To William G. Williams, mortgagee on acct. of mtge. claim as per statement filed			1235	05			
			$ 15 00	00		$ 15 00	00
Amt. of Mtge. claim as per statement filed	1553	75					
To William G. Williams, mortgagee on account	1235	05					
Decree Per Sonam	$ 3187	70					

Order Nisi -

Ordered, This 26th day of March, 1927, 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 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 3 successive weeks before the 27th day of April next.

Frank S. Resell,
Clerk.

Publisher's Certificate -

Annapolis, Md., April 26, 1927.

We hereby certify, that the annexed Order Nisi - Sale - Fleisher - Equity #5250 was published in Maryland Gazette a newspaper published in the City of Annapolis, Maryland, once a week for three successive weeks before the 27th day of April, 1927. The first insertion being made the 31st day of March, 1927.

The Capital Publishing Company.
By H. L. Strange.

Final Order.

Ordered by the Court, this 29th day of April, 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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 Frank K. Sporney and Antonia Sporney, his wife.

Equity No. 5272.
In the Circuit Court for Anne Arundel County.

Frank S. Revell, Clk.
Docket this case and file original mortgage as exhibit.

B. R. Anderson,
Plaintiff Solicitor.

Filed March 15th 1927.

Mortgage. Filed March 15th, 1927.

This Mortgage, made this twelfth day of January, in the year of one thousand nine hundred and twenty-four, between Frank K. Sporney and Antonia Sporney, his wife, of the county of Anne Arundel, in the State of Maryland, Mortgagors, and the United Building and Loan Association of Glenburnie Incorporated, a body corporate, duly incorporated, Mortgagee. Whereas the said Mortgagors, being members of the said body corporate, have received therefrom an advance of Thirty Five Hundred and Ten Dollars, on twenty seven shares of its stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

Now therefore, this Mortgage Witnesseth, that in consideration of the premises and of one dollar, the said Frank K. Sporney and Antonia Sporney, his wife, do grant unto the United Building and Loan Association of Glenburnie, Incorporated, its successors and its assigns, all that lot of ground situate and lying in the County aforesaid, and described as follows:

Beginning for the same on the East side of the Annapolis Boulevard, said East side being taken as twenty three feet from the centre of the concrete slab recently laid and at the distance of five hundred and thirty feet Northerly from the intersection of said East side with the last line of a parcel of ground which by deed dated July 6th 1922, and recorded among the Land Records of Anne Arundel County in Liber N.N.N. No. 45, folio 245 etc., was conveyed by Basil S. Cromwell to George T. Cromwell, and running thence on the East side of said Boulevard North eleven degrees West fifty feet;

thence north seventy nine degrees East two hundred feet; South eleven degrees East fifty feet, and South seventy-nine degrees West two hundred feet to the place of beginning. Said lot being No. 11, on the plat of the Plat of the property of said George T. Cromwell.
Being the same lot of ground conveyed to Frank Y. Sporny and Antionia Sporny, his wife, by George T. Cromwell and wife, by deed dated September 25th 1923, and recorded among the Land Records of Anne Arundel County in Liber N. H. N. No. 68, folio 432 etc.
Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.
To Have and To Hold the said lot of ground and premises unto the said United Building and Loan Association of Glenburnie, Incorporated, its successors and its assigns, in fee simple.
If, however, the said Mortgagors shall make the payments perform the covenants on their part herein contained, then this Mortgage shall be void.
And the said Mortgagors for themselves, their heirs, executors, administrators and assigns, covenant with the said United Building and Loan Association of Glenburnie, Incorporated, its successors and its assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, or its assigns, at the regular weekly meeting, twenty five cents as dues and fifteen cents as interest on each of said twenty seven shares of stock standing in their names, and to continue said payments until the said twenty-seven shares are fully paid, provided that a reduction of fifteen cents be made in said weekly interest on the completed payment of each share, as aforesaid, also to pay all taxes for which the property hereby mortgaged may become liable, when payable: also to pay all fines that may be imposed on them by the said Mortgagee in accordance with its act of incorporation, Constitution and By-Laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the Mortgagee, in some company acceptable to the said Mortgagee:
And it is agreed, that until default is made, the Mortgagors or their assigns, may retain possession of the Mortgaged property.
And it shall be lawful for the said Mortgagee,

its successors and assigns or Bruner R. Anderson, its Attorney or Agent, at any time after default in any of the conditions of the Mortgage shall have continued for thirty days, 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 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 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 Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same. Witness the hands and seals of the said Mortgagors. Frank X. Sporney (seal) Antonia Sporney (seal)
Test: Philip Morgan.

State of Maryland, Anne Arundel County, to wit:
I hereby certify, that on this twelfth day of January, in the year of one thousand nine hundred and twenty-four, before me, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared Frank X. Sporney and Antonia Sporney, his wife, the Mortgagors named in the foregoing Mortgage and each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared William C. Lenkuhl, the President of

the corporation aforesaid and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.
Witness my hand and Notarial seal.

Philip Morgan,
Notary Public.

Notarial Seal

Bond - Filed & approved 15th March, 1927.

Know all Men by these Presents: That we Brimer R. Anderson and New Amsterdam Casualty Company, a body corporate of the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Six Thousand and no/100 ($6000.00) 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 and Administrators, jointly and severally, firmly by these presents: sealed with our seals, and dated this 14th day of March in the year nineteen hundred and twenty-seven.

Whereas, the above bounden Brimer R. Anderson by virtue of the power contained in a mortgage from Frank Y. Sponey and wife bearing date the 12th day of January nineteen hundred and twenty four and recorded among the Land Records of Anne Arundel County, in Liber W. N. W. No. 85, Folio 88, 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.

Now the Conditions of this Obligation are such, that if the above bounden Brimer R. Anderson 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
Anna L. Stolins
Attest:
Mary M. Wilkens.

Corporate Seal

Brimer R. Anderson, (seal)
New Amsterdam Casualty Company.
By L. Gerard Aiken
Attorney-in-Fact.

Report of Sale - Filed March 22 - 1927.

To the Honorable Judges of said Court:

The report of sale of Brumer R. Anderson, Attorney named in the mortgage from Frank X Sprowey and Sprowey, his wife, bearing date January 22nd. 1924, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 85, folio 88, etc., respectfully shows to this Court:

That after having given bond for the faithful performance of the trust deposed in him and after having given notice for once a week for more than three successive weeks, published in the Maryland Gazette, a newspaper published in Anne Arundel County, and by hand bills circulated near Ferndale and Glen Burnie, being the vicinity in which said property is located, I attended at the Court house door in the City of Annapolis, on Tuesday, March 15th, 1927, at eleven o'clock A. M., it being the time and place named in the advertisement, sold all of that lot of ground and improvements in said mortgage described to Michael Frado and Frances M. Frado, his wife, they being the highest bidders therefore, at and for Forty-two Hundred and Fifty ($4,250.00) Dollars.

Brumer R. Anderson, Atty.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, That on this 18th day of March in the year nineteen hundred and twenty-seven before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Brumer R. Anderson, and made oath in due form of law that the above report of sale is true as above set forth and that the sale was fairly made.

As Witness my hand and Notarial seal.

Notary Seal

Anna L. Pumphrey,
Notary Public

Order Nisi.

Ordered, this 22nd. day of March, 1927, That the sale of the property mentioned in these proceedings made and reported by Brumer R. Anderson, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 23rd. 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 23rd. day of April next.
The report states the amount of sales to be $4,250.00

Frank S. Revell, Clerk.

Publisher's Certificate-

Annapolis, Md., April 18, 1927.

We hereby certify, that the annexed Order Nisi Mortgaged Real Estate of Frank Sporney and wife No. 5272, In the Circuit Court for Anne Arundel County was published in Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for Three successive weeks before the 23rd. day of April, 1927. The first insertion being made the 24th day of March, 1927.

The Capital Publishing Co.
By H. G. Carroll, Per E. H.

Order-

Ordered by the Court, This 26th day of April, 1927, 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.

Robert Moss, A. J.

Power of Attorney- Filed April 20-1927.

I hereby employ as my Attorney, J. Calvin Carney and authorize the assignee or attorney named in the mortgage, to pay unto him such sum as may be payable to me in this case, and to accept his receipt therefor.

As Witness my hand and seal this 14" day of April, 1927.

Test:

Antonia Sporny (seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this 14" day of April, 1927, before me, a Justice of the Peace of the State of Maryland, in and for the County aforesaid, personally appeared Antonina Sporney, and acknowledged the aforegoing instrument of writing to be her act.

Roland E. Davis,
Justice of the Peace.

Justice of the Peace Seal

Petition and Order - Filed May 10th - 1927.

To the Honorable, the Judge of said Court:

The Petition of Antonia Sfomey respectfully represents:

1. That the mortgaged property sold in these proceedings was and is owned by your Petitioner, Antonia Sfomey, and her husband, Frank X. Sfomey, as tenants by the entireties.

2. That as will appear by the Auditor's Account filed in this case, there is a surplus shown to be in the hands of Brimer R. Anderson, Attorney, in the sum of $1519.22 payable to your Petitioner and said Frank X. Sfomey.

3. That your Petitioner and Frank X Sfomey desire that said sum be divided between the parties, that is to say, one half to said Frank X Sfomey and one half to said Antonia Sfomey; and that the account may be finally and immediately ratified and confirmed.

Wherefore your Petitioner prays that this Court may pass a proper order in the premises.

And as in duty bound, etc.

Antonina Sfomy,
Petitioner

J. Calvin Carney,
Solicitor for Petitioner

Subscribed and sworn to before me this 6th day of May, 1927, by Antonia Sfomey.

Notary Seal

J. Calvin Carney,
Notary Public.

I, Frank X Sfomey, do hereby certify that I have read the foregoing Petition, and that I approve of the division of said sum one half to me and one half to my wife, and immediate ratification of said account.

Richard E. Preece
Sol. for Frank X. Sfomey.

Frank X. Sfomey.

I hereby consent to the passage of the appended Order.

Brimer R. Anderson,
Attorney named in Mortgage.

Upon the aforegoing Petition, Affidavit and Assents, it is this 10th day of May, 1927, by the Circuit Court for Anne Arundel County in Equity, in the above entitled matter Ordered that the Auditor's account heretofore filed herein, be, and the same is hereby ratified and confirmed; and that the sum of $1519.22, shown by said Auditor's account to be in the hands of Bruner R. Anderson, Attorney, be, and the said Attorney is hereby authorized and directed to pay said sum immediately to the following persons in the following amounts:

Frank Y Sponey (or Richard E. Preece his attorney) $759.61

Antonia Sponey (or J. Calvin Carney her attorney) 759.61

Robert Moss, Judge.

Auditors Report and Account - Filed April 27-1927.

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,

James N. Owens, Auditor.

Dr. The Mortgaged Real Estate of Frank Y. Sponey and wife Cr.
in ac. with Bruner R. Anderson, Attorney.

1927 Mch. 15. To the Atty. for his commissions	$158	09			By Proceeds of sale of	
" Fee provided in mortgage	250	00	$183	09	Real Estate	$4250 00
To the Atty. for Court Costs, viz:					1 month interest	19 75
" Solicitors appearance fee	10	00				$4269 75
" Clerk of Court	9	75				
" Premium on Bond	18	00				
" Auditor	9	00	46	75		
To the Atty. for his Expenses, viz:						
" Advertising Sale & 2 Orders Nisi (Gazette)	25	88				
" Auctioneer	20	00	45	88		
To the United B. & L. Asso., this amount in full payment of mortgage debt & interest			2474	81		
This balance to Frank Y. Sponey and Wife			1519	22		
			$4269	75		$4269 75

Order Nisi.

Ordered, this 27th day of April, 1927, 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 28th 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 28th day of May next.

Frank S. Resell, Clerk

Final Order.

Ordered by the Court, this 10th day of May, 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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 George N. Chandler and Elizabeth Chandler, his wife.

No. 5104 Equity.
In the Circuit Court for Anne Arundel County.

Mr. Clerk:

Please docket this suit, enter my appearance for the plaintiff, file original mortgage.

Winson G. Galt
Attorney named in Mortgage.

Filed Feby. 18-1926.

Mortgage - Filed Feby. 18-1926.

This Mortgage, Made this 6th day of May, in the year nineteen hundred and twenty-two, by and between George N. Chandler and Elizabeth Chandler, his wife, of Anne Arundel County, Maryland, parties of the first part, and The State Capital Bank of The Eastern Shore Trust Company, a body corporate, located at Annapolis, Maryland, party of the second part, Witnesseth:-

Whereas, the said parties of the first part have borrowed from the said party of the second part the sum of Thirty-five hundred dollars ($35-00.00), and to secure the prompt payment thereof, the said parties of the first part have given unto the said party of the second part their promissory note, of even date herewith, for said amount, payable in six months from the date hereof, with interest thereon, at the rate of six per cent. per annum, payable every three months; and

Whereas, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said note, or any and all renewals thereof, or substitutes therefor at the time limited for the payment of the same.

And it is hereby understood and agreed that the said parties of the first part shall have the option, at any time during the existence of this mortgage, and before default shall have occurred hereunder, to pre-pay the said mortgage debt at any interest-due period in amounts of One hundred dollars ($100.00) or more; the interest to cease on the amount so pre-paid from the

Now, Therefore, This Mortgage Witnesseth:- That for and in consideration of the premises, and the sum of One dollar ($1.00), paid by the said party of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, its successors or assigns,

All those four tracts of land situate in the Fourth Election District of Anne Arundel County, Maryland, near Gambrills, and described as follows:-

First. All that tract of land, containing 0.51 of an acre of land, more or less, which was conveyed to the said George W. Chandler and wife by Wylie L. Donaldson and wife, et al, by deed of even date herewith, which said deed is intended to be recorded prior to or with this mortgage among the Land Records of Anne Arundel County Being a portion of the property conveyed to Wylie L. Donaldson and wife and Roger L. Donaldson by Arnold S. Oshelt and wife, by deed of September 15, 1919, recorded among the aforesaid Land Records in Liber W. N. W. No. 15, folio 412, the said Roger L. Donaldson having conveyed his interest therein to Caleb C. Donaldson by deed of March 6, 1920, recorded among the aforesaid Land Records in Liber W. N. W. No. 17, folio 9.

Second. All that tract of land, containing 2+3/8 acres of land, more or less, which was conveyed to the said Elizabeth Chandler and husband by Annie A. Chandler Clark, et al, by deed dated November 12, 1920, recorded among the aforesaid Land Records in Liber W. N. W. No. 43, folio 175.

Third. All that tract of land containing 13.1 acres of land, more or less, which was conveyed to the said George W. Chandler and wife by Maud R. Chandler Howard, et al, by deed dated October 26, 1920 recorded among the aforesaid Land Records in Liber W. N. W. No 42, folio 176.

Fourth. All that tract of land containing 99.6 acres of land, more or less, which was conveyed to the said George W. Chandler by Henrietta McC. Maynard, et al, by deed dated June 11, 1917, recorded among the aforesaid Land Records in Liber G. W. No. 132, folio 101.

Subject to a first mortgage of $3500.00, of even date herewith, held by the Annapolis Saving Institution, and intended to be recorded prior to or with this mortgage among the aforesaid Land Records.

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

To have And To Hold the aforesaid parcels of grounds and premises unto and to the proper use and benefit of the said party of the second part its successors and assigns forever.

Provided, that if the said parties of the first part, their heirs personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Thirty-five 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 parties of the first part, their heirs or assigns, shall possess the aforesaid property upon paying in the mean-time, 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, mortgage debt and interest, the said parties of the first part, 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 in any part 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 party of the second part, its successors or assigns, or Wilson G. Scott, its Attorney or Agent at any time after such default, to sell 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 notices 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 Thirty 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, its successors, and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid

to the said Mortgagors, heirs, personal representatives or 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 proceeding under this Mortgage and a commission on the total amount of the Mortgage indebtness, principal and interest, equal to one half the percentage allowed as commission 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 or assigns, do hereby covenant to pay, and the said Mortgagee, its successors, or assigns or Winston G. Gott, its or said attorney, shall not be required to receive the principal and interests only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commissions, but said sale may be proceeded with unless, prior to the day, appointed therefore, legal tender be made of said principal, costs, expenses, and commission.

And the said parties of the first part, for themselves, their 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 Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-five hundred Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure the benefit of the said Mortgagee's successors and assigns, to the extent of their lien or claim hereunder according to their priorities and to deliver said policy or policies to the said Mortgagee, its successors, and assigns.

Witness the hands and seals of the said Mortgagors,

Test:

Ethel I. Jickling — George W. Chandler [Seal]
Elizabeth Chandler [Seal]

State of Maryland, Anne Arundel County, To Wit:

I hereby certify, that on this 6th day of May, in the year nineteen-hundred and twenty-two, before me, a Notary Public of the State of Maryland in and for the County aforesaid personally appeared George W. Chandler and Elizabeth Chandler, his wife, the Mortgagors named in the aforegoing Mortgage and acknowledge the aforegoing Mortgage to be their act. At the same time also appeared Dennis J. Thompson, Cashier of the

State Capital Bank of the Eastern Shore Trust Company, 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: also that he is the Cashier of said Bank and is duly authorized to make this affidavit.

Witness my hand and notarial seal,

Ethel I. Jickling
Notary Public

(Seal)

Attorney's Bond - Filed and Approved Feb 18 - 1936.

Know all Men by these Presents, that we Winson G. Gott, as principal, and the Maryland Casualty Company, of Baltimore, a body corporate, authorized by its Charter to become surety on bonds are held and firmly bound unto the State of Maryland in the full and just sum of Seven thousand dollars ($7,000.00) to be paid to the said State, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed With Our Seals and Dated this 8th Day of February 1936.

Whereas, the above bounden Winson G. Gott, by virtue of the power contained in a mortgage from George W. Chandler and wife, dated the 6th day of May 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 76, folio 93, 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 Winson G. Gott, does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of 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:
Ruby W. Chaney

Winson G. Gott (Seal)
The Maryland Casualty Company
Of Baltimore City, Maryland,
By: Chas. F. Lee of
Chas. F. Lee & Co.
Agents

(Corporate Seal)

Countersigned: Winson G. Gott.
Attorney In Fact.

Statement of Mortgage Debt.- Filed February 26-1926.

To amount of mortgage $3500.00
To interest from Feb. 6, 1925,
to Feb. 23, 1926, day of sale $219.92
Total, $3719.92

State of Maryland Anne Arundel County, To-wit:-

I hereby certify, that on this 22nd day of February, 1926, before me, the subcriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Dennis J. Thompson, Assistant Cashier of State Capital Bank of The Eastern Shore Trust Company, and made oath in due form of law that the aforegoing statement of mortgage debt is true; also that he is Assistant Cashier of said bank and is duly authorized to make this affidavit

Witness my hand and notarial seal

Notary Seal

Ruby W. Chaney
Notary Public

Attorney's Report of Sale - Filed February 26-1926.

To The Honorable Judges of Said Court:-

The Report of Sale of Wilson G. Gott, the Attorney named in the mortgage, filed in these proceedings, to make sale of the property mentioned therein, respectfully shows:-

That after giving bond, with approved security, and after giving notice of the time, place, manner and terms of sale, by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, Maryland, for more than three successive weeks before the day of sale, and also by hand-bills posted up at the Court House door, and other conspicuous places, he did, pursuant to said notice, attend at the Court House door, in the city of Annapolis, Maryland, on Tuesday, February 23, 1926, at eleven o'clock A. M., and then and there proceeded to sell said property, mentioned in these proceedings:

First. All that tract of land, improved by eight room dwelling and store, situate in the Fourth Election District of Anne Arundel County, Maryland, near Gambrills Station, containing 0.51 of an acre of land, more or less which was conveyed to the said George W. Chandler and wife by Nylie L. Donaldson and wife, et al, by deed dated the 16th day of May, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 56, folio 90.

Second. All those three tracts of land adjoining each other and now used as one farm, improved by a six-room

dwelling, corn house, barn and other necessary outbuildings, situated in the Fourth Election District of Anne Arundel County, Maryland, near Gambrills, containing in the aggregate 137.28 acres of land, more or less. Being the tracts of land which were conveyed to the said George W. Chandler and wife by three deeds. First, to George W. Chandler by Henrietta McC Maynard, et al, dated June 11, 1917, and recorded among the aforesaid Land Records in Liber G. W. No. 132, folio 101; second, to Elizabeth Chandler and George W. Chandler, her husband, by Maud R. Chandler Howard, et al, dated October 26, 1920, and recorded among the aforesaid Land Records in Liber W. N. W. No 42 folio 176; and third, to the said Elizabeth Chandler and George W. Chandler her husband, by Annie A. Chandler Clark, et al, dated November 12, 1920 and recorded among the aforesaid Land Records in Liber W. N. W. No. 42, folio 175.

He offered said property and sold the firstly described property to Charles F Lee at and for the sum of Thirty-four hundred and seventy-five dollars ($3475.00), he being there and there the highest bidder for said property; and sold the secondly described property to Paul F Krause, John F Howard and Malcolm R. Howard at and for the sum of Forty-nine hundred dollars ($4900.00) then being there and there the highest bidder for said property.

And the said Attorney files herewith a copy of said advertisement, Auctioneer's Certificate and purchasers Agreements, all of which is respectfully submitted.

Wilson G. Gott
Attorney Named in Said Mortgage

State of Maryland, Anne Arundel County, To-Wit: -

I hereby certify that on this 25th day of February, 1926 before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared the within named Wilson G. Gott, Attorney, and made oath in due form of law that the matters and things stated in the aforegoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and notarial seal

Ruby W. Cleary
Notary Public.

Notary Seal

Handbill.

Mortgagee's Sale of Valuable Residence, Store and Farm Property situate in the Fourth Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from George N. Chandler and Elizabeth Chandler, his wife, dated the 6th day of May, 1922, and recorded among the Land Records of Anne Arundel county in Liber N. N. N. No. 56, folio 92, I will offer to public sale at the Court House door, in the City of Annapolis, Maryland, on Tuesday, Feb. 23, 1926 at 11 o'clock A. M. the following described property:

First: All that tract of land, improved by an eight-room dwelling and store, situate in the Fourth Election District of Anne Arundel county, Maryland, near Gambrills Station, containing 0.51 of an acre of land, more or less, which was conveyed to the said George N. Chandler and wife by Nylie A. Donaldson and wife, et al, by deed dated the 6th day of May, 1922, and recorded among the aforesaid Land Records in Liber N. N. N. No. 56, folio 90.

Second: All those three tracts of land, adjoining each other and now used as one farm improved by a six-room dwelling, corn house, barn and other necessary outbuildings, situate in the Fourth Election District of Anne Arundel county, Maryland, near Gambrills, containing in the aggregate 137.28 acres of land, more or less.

Beginning the tracts of land which were conveyed to the said George N. Chandler and wife by three deeds: First, to George N. Chandler by Henrietta Mc. C. Maynard, et al, dated June 11th, 1917, and recorded among the aforesaid Land Records in Liber G. N. No. 132, folio 101; second, to Elizabeth Chandler and George N. Chandler, her husband by Maud R. Chandler Howard et al, dated October 26, 1920, and recorded among the aforesaid Land Records in Liber N. N. N. No. 42, folio 176; and third, to the said Elizabeth Chandler and George N. Chandler, her husband, by Annie A. Chandler Clark, et al, dated November 12, 1920, and recorded among the aforesaid Land Records in Liber N. N. N. No. 42, folio 175.

Terms of Sale: Cash on ratification of the sale by the Court. A deposit of $5.00 will be required on each of

said properties on the day of sale, balance to bear interest at the rate of 6 per cent per annum. Taxes to be adjusted to the day of sale.

For further particulars, apply to

Wm. H. Moss, Auctioneer. Winson G. Gatt, Attorney named in Mortgage.

Auctioneer's Certificate.

I hereby certify that I sold the property described on the within handbill, at public sale at the Court House door, Annapolis, Maryland, on February 23, 1926, - the first described to Charles F. Lee at and for the sum of $3475.00, he being then and there the highest bidder for the same; and the secondly described to Paul F. Krause, John F. Howard and Malcolm R. Howard at and for the sum of $4900.00, they being then and there the highest bidders for the same; and I further certify that the sales were fairly made.

Test: William H. Moss
Ruby N. Chaney Auctioneer.

Purchaser's Agreement of Secondly Described Property.

We hereby certify that we purchased the property secondly described on the within handbill from Winson G. Gatt, Attorney, at public sale, held at the Court House door, Annapolis, Maryland, on this 23rd day of February, 1926, at and for the sum of Forty-nine hundred dollars ($4900.00), and we hereby agree to comply with the terms of sale.

Witness our hands and seals this 23rd day of February, 1926.

Test: Paul F. Krause (seal)
Ruby N. Chaney. John F. Howard (seal)
Malcolm Howard (seal)

Order Nisi.-

Ordered, this 26th day of February, 1926, that the sale of the property, mentioned in these proceedings, made and reported by Winson G. Gatt, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 29th day of March, 1926; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each week of three successive weeks before the 29th day

of March, 1926.

The report states the amount of the sale to be Eighty-three hundred and seventy-five dollars ($8375.00)

Wm. Martin Brady, Clerk.

Publisher's Certificate.

Annapolis, Md. March 26, 1926.

We hereby certify that the annexed Order Nisi - Geo. N. Chandler & Wife, Equity No. 5704 was published in The Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the Twenty-ninth day of March, 1926. The first insertion being made the Fourth day of March, 1926.

The Capital Publishing Company,
By H. G. Carroll, Mgr.
(L.C)

Order.

Ordered, by the Court, this 30th day of March, 1926, that the sale made and reported by Winson G. Gott, Attorney, aforesaid, be, and the same is, hereby Ratified and Confirmed, no cause to the contrary having been shown, 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 and Account - Filed May 25th, 1926.

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.

James N. Owens,
Auditor.

Cr. In the Matter of the Sale of the Mortgaged Real Estate of George N. Chandler and wife in ch. with Windon G. Gatt, Attorney.

To the Attorney, for his commissions	281	25			Feb. 23 - 1926.		
" " " fee in mortgage	35	00	$316	25	To proceeds of sale of real estate	$8375	00
To the Attorney, for Court costs, viz:							
" Plaintiff's Solicitor	10	00					
" Clerk of Court	12	15					
" Auditor, J. N. A.	9	00	31	15			
To the Attorney, for his expenses, viz:							
" premium on bond, C. F. Lee & Co.	21	00					
" Auctioneer, N. H. M.	26	00					
" Notary fee, Report of Sale		25					
" advertising & handbills, Md. Gazette	37	25					
" premium on insurance, C. F. Lee & Co.	37	38	121	88			
To the Attorney, for taxes, viz:							
" 1923 County taxes, balance	98	40					
" 1924 " " on farm property	83	55					
" 1925 " " " " "							
to day of sale ($74.05)	47	80					
" 1924 County taxes on Gambrill prop.	83	90					
" 1925 County " " " "							
to day of sale ($75.40)	48	56	362	21			
To State Capital Bank of E. S. I. Co., In full of first mortgage and interest,			3772	42			
To State Capital Bank of E. S. I. Co., In full of mtge. debt and interest, as per statement filed,			3719	92			
To George N. Chandler & wife, Mortgagors, this balance			57	17			
			$8375	00		$8375	00

Final Order.

Ordered by the Court, this 8th day of January, 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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.

Mary Catherine Pitts, Widow, vs. Mary Louise Hill, et al.

No. 4531 Equity.
In the Circuit Court for Anne Arundel County.

Partition for sale of Real Estate. Filed 23rd April, 1921.

To the Honorable, the Judge of said Court:

Your Oratrix complaining says:

First: That Janoer Pitts, late of Baltimore City, deceased was in his life time seized and possessed of a fee simple lot of ground lying in Anne Arundel County consisting of fifteen acres of land more or less, which plat is filed herewith and made a part hereof and marked Exhibit "A".

Second: That being so seized and possessed, the said Janoer Pitts departed this life on the 13th day of April, 1919, and that he left surviving him this complainant, Mary Catherine Pitts, his wife and the following children:

(a) Mary Louise Pitts, now Mary Louise Hill, who inter-married with John Hill, her husband.

(b) Estella Pitts, now Estella Ali, who intermarried with Monque Ali, her husband.

(c) Sarah Pitts, now Sarah Edwards, who intermarried with George Edwards, her husband.

(d) William Pitts, now deceased, who intermarried with Mealy Pitts.

(e) Richard Pitts, now deceased, who intermarried with Josephine Pitts.

Third: That the said William Pitts, now deceased, is survived by the following children:

(a) Pearl Pitts, who has lately intermarried with Rufus Edwards, Lottie Pitts, Inez Pitts, Avis Pitts, Eudenie Pitts, Viola Jannie Pitts and William Pitts, the last six of the above named children are minors.

Fourth: That the said Richard Pitts, now deceased, is survived by the following child:

(a) Rodell Pitts, minor.

Fifth: That the said real estate will not admit being divided among the parties entitled thereto without loss and injury to those who are interested therein, and that in order to make division of said interest it will be necessary that said Real Estate be sold and the proceeds brought into Court for distribution among those entitled to

the same according to their respective rights.
To the end therefore:
(1) That a guardian ad litem be appointed to represent the infant defendants, viz: Inez, Avis, Queenie, Violia, Jannie, William and Rodell Pitts.
(2) That a decree may be passed for the sale of the said real estate.
(3) That a Trustee be appointed to convey the property to the purchaser or purchasers upon ratification of sale.
(4). That the proceeds of said sale may be brought into Court for distribution under its order, in accordance with the respective rights and interests of the parties thereto.
(5) That your Oratrix may have such other and further relief as her case may require.
May it please Your Honor to grant unto your Oratrix the writ of subpoena, directed to the said Mary Louise Hill and John Hill, her husband, Estella Ali and Mongue Ali, her husband, Sarah Edwards, and George Edwards, her husband, Mealy Pitts, Pearl Edwards and Rufus Edwards, her husband, Lattie Pitts, and Inez Pitts, Avis Pitts, Queenie Pitts, Violia Pitts, Jannie Pitts and William Pitts minor children of William Pitts, deceased, Josephine Cook and Reb Cook, her husband and Rodell Pitts, minor child of Richard Pitts, deceased, all of whom are residents of the State of Maryland and reside in Baltimore City and Anne Arundel County, commanding them to be and appear in this Court, in person or by solicitor, at some certain day, be he named therein, and answer the premises and abide by and perform such decree as may be passed therein.
And as in duty bound, etc.

Hawkins and Mc. Mechen
Solicitors for Plaintiff.

State of Maryland, Baltimore City, to wit:
This is to certify, that on this 22nd day of April, in the year nineteen hundred and twenty one, before me, the subscriber a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Mary Catherine Pitts, and she acknowledged the foregoing to be true to the best of her knowledge and belief.

Carlos C. Jennings.
Notary Public

Exhibit "A" - Filed 23rd April, 1921.

This Deed, made this 5th day of May in the year one thousand nine hundred and nine by Denston Royal Hall of Anne Arundel County, Maryland and Alverta Hall, his wife,

Witnesseth: Whereas Denston R. Hall and Janoer Pitts now own thirty-one acres of land, in the 3rd election district of Anne Arundel County, Maryland, and now hold the same as tenants in common, by deed from Enoch P. Johnson dated 2nd October, 1904 of record in Liber G. N. No. 39, folio 133 and being desirous to hold their respective moities in Severalty and not in Common, they have mutually agreed to make Partition of the said land and henceforth, hold their respective moities in Severalty and for that purpose their presents are executed.

Witnesseth, that in consideration of of the premises and the sum of five dollars in hand paid the said Denston Royal Hall & Alverta Hall, his wife, do grant and convey unto Janoer Pitts and Mary Frances Pitts his wife, as tenants by the entirety to Both, to either or the survivor of them or their heirs and assigns in fee simple, all their right, title, claim, interest or estate, in and to, all that land situate, lying and being in Anne Arundel County and described as follows, that is to say:

Beginning for the outlines thereof at a Point in the Patapsco Neck County road, at the end of 1 1/10 perches on the second line in the deed from Enoch P. Johnson to Hall and Pitts above referred to thence running with said County road N. 12° East 16 6/10 perches to Lloyd Edwards 12 acres - thence with it S. 84 deg. East 128 87/100 perches thence S. 59° 12' East 39 48/100 per. to Hall's part, thence with it N. 84° W. 166 32/100 perches to the place of beginning. Containing Fifteen acres of land, more or less.

being part of the same land described in the deed from Enoch P. Johnson to Hall and Pitts Oct. 1904 and recorded in Liber G. N. No. 39 fol. 133 a land record book of Anne Arundel County, Maryland, as by reference will appear and is Janoer Pitts' part of the land in fee -

Together, with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and ad-

vantages, to the same belonging, or in anywise appertaining.

To Have and To Hold the said 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 Jamaer Pitts and Mary Frances Pitts his wife or the survivor of them their Heirs and assigns in fee simple.

And the said Henston Royal Hall and Alverta Hall, his wife, hereby covenant that he will warrant specially the property hereby granted, and conveyed; and that he will execute such further assurances of said interest as may be requisite.

Witness the hands and seals of said grantors.

Test:

John E. Patee J.P.

Henston Royal Hall (seal)

Alverta his X mark Hall (seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 5th day of May in the year one thousand nine hundred and nine before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County, state aforesaid, personally appeared Henston Royal Hall and Alverta Hall his wife and they acknowledged the foregoing deed to be his act.

John E. Patee,
Justice of the Peace.

Summons-

Maryland, Set:

The State of Maryland

To Mary Louise Hill & John Hill, her husband of Baltimore City, Greeting:

You are Hereby Commanded, 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 May, 1921 next, to answer the complaint of Mary Catharine Pitts 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 seventh (7th) day of March 1921.

Issued 23" day of April, 1921.

Circuit Court Seal

Wm. N. Woodward, Clerk.

Take Notice:- That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 2nd. day of May, 1921.

Returnable 1 Monday May, 1921.

Received 25" day of April 1921 and forthwith delivered to the Sheriff of Baltimore City.

Test: J. C. Little, Clerk.

Summoned Ambo and a Copy of the Process left with Marie Louise Hill one of the Defendants

Thomas F. McNulty,
Sheriff.

Maryland, Sct.

The State of Maryland

To Estella Ali & Morgan Ali, her Husband, of Baltimore City, Greeting:

You are Hereby Commanded, 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 May (1921) next, to answer the complaint of Mary Catherine Pitts 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 seventh (7th) day of March, 1921.

Issued 23" day of April, 1921.

Circuit Court Seal

Wm. N. Woodward,
Clerk.

Take Notice: That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 2nd. day of May, 1921.

Returnable 1 Monday May, 1921.

Summoned Ambo and a Copy of the Process left with Morgan Ali one of the defendants.

Thomas F. McNulty,
Sheriff.

Maryland, Sct:

The State of Maryland,

To Sarah Edwards & George Edwards, her husband, of Anne Arundel County, Greeting:

You are hereby commanded, That all excuses set a-part, 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 May 1921 next, to answer the complaint of Mary Catherine Pitts 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 Seventh (7th) day of March, 1921.

Issued 23 day of April, 1921.

Circuit Court Seal

Wm. N. Woodward,
Clerk.

Take Notice:- That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 2nd day of May, 1921.

Returnable 1 Monday May 1921.

Non Est-

Thos. S. Love-

Maryland, Sct:

The State of Maryland

To Mealy Pitts of Anne Arundel County, Greeting:

You are Hereby Commanded, That all excuses set a-part, 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 May 1921 next, to answer the complaint of Mary Catherine Pitts 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 seventh (7) day of March 1921.

Issued 23 day of April 1921.

Circuit Court Seal

Wm. N. Woodward, Clerk.

Take Notice: That you are required to file your answer or other defense in this case in the Clerk's Office within fif-teen days from the return day, which return day is

Monday, the 2nd day of May 1921.
Returnable 1 Monday May 1921.
Non Est.
Thos. S. Hore - Sheriff.

Maryland, Sct:
The State of Maryland
To Pearl Edwards & Rufphus Edwards, her husband
of Anne Arundel County, Greeting:
You are Hereby Commanded, 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 May (1921) next, to answer the com-
plaint of Mary Catherine Pitts, 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 seventh 7 day of March 1921.
Issued 23 day of April 1921
Wm. N. Woodward,
Clerk.
Court Seal

Take Notice: That you are required to file your answer
or other defense in this case in the Clerk's Office with-
in fifteen days from the return day, which return
day is Monday, the 2" day of May 1921.
Returnable 1 Monday May, 1921.
Non Est.
Thos. S. Hore, Sheriff.

Maryland, Sct:
The State of Maryland
To Lottie Pitts of Anne Arundel County, Greeting:
You are Hereby Commanded, 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 May next to answer the com-
plaint of Mary Catherine Pitts 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 7" day of March 1921.

Issued 23 day of April 1921.

Wm. N. Woodward,
Clerk.

Take Notice: That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 2nd day of May 1921

Returnable 1 Monday May 1921.

Non Est.

Thos S. Hove, Sheriff.

Copy.

Maryland, Set:

The State of Maryland

To Lattie Pitts of Anne Arundel County, Greeting:

You are Hereby Commanded, 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 May next, to answer the complaint of Mary Catherine Pitts 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 7 day of March 1921.

Issued 23 day of April 1921.

Wm. N. Woodward,
Clerk.

Take Notice: That you are required to file your answer or other defense in this case in the Clerks' Office within fifteen days from the return day, which return day is Monday, the 2 day of May, 1921.

True Copy Test: Wm. N. Woodward Clk.

Returnable 1 Monday May 1921.

Maryland, Set:

The State of Maryland

To Inez Pitts, Avis Pitts, Viola, Inesie Pitts, Jannie Pitts + William Pitts, minors of Anne Arundel County, Greeting:

You are Hereby Commanded, 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 May, 1921 next, to answer the complaint of Mary Katherine Pitts 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 7 day of March, 1921.
Issued 23 day of April 1921.

Wm. N. Woodward,
Clerk.

Take Notice: That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 2nd day of May 1921.
Returnable 1 Monday May 1921.

Non Est,
Thos. S. Hove, Sheriff.

Maryland, Set.
The State of Maryland
To Josephine Cook + Reb Cook, her husband of Baltimore City, Greeting:
You are Hereby Commanded, 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 May (1921) next, to answer the complaint of Mary Catherine Pitts 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 seventh 7 day of March 1921
Issued 23 day of April 1921.

Wm. N. Woodward,
Clerk.

Take Notice:- That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 2nd day of May, 1921.
Returnable 1 Monday April 1921.
Received 25 day of April 1921 and forthwith delivered to the Sheriff of Baltimore City
Test: S. C. Little, Clerk.
Summoned Ambo and a Copy of the Process left with Reb Cook one of the defendants.

Thomas F. McNulty,
Sheriff.

Maryland Set:

The State of Maryland

To Rodell Pitts of Baltimore City, Greeting:

You are Hereby Commanded, 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 May 1921 next, to answer the complaint of Mary Catherine Pitts 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 seventh (7) day of March, 1921

Issued 23" day of April, 1921

Wm. N. Woodward,
Clerk.

Circuit Court Seal

Take Notice:- That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday the 2nd. day of May, 1921.

Returnable 1" Monday May, 1921

Received 25" day of April 1921 and forthwith delivered to the Sheriff of Baltimore City.

Test: J. C. Little, Clerk.

Summoned by reading Summons to Rodell Pitts, Infant and a Copy of the Process left with Josephine Cook, mother of Infant named in Writ

Thomas F. McNulty, Sheriff.

Maryland, Set.

The State of Maryland

To Sarah Edwards & George Edwards, her husband of Anne Arundel County, Greeting:

You are Hereby Commanded, 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 June (1921) next, to answer the complaint of Mary Catherine Pitts 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 second day of June 1921.

Issued 2nd. day of June, 1921.

Wm. N. Woodward,
Clerk,

Circuit Court Seal

Take Notice: That you are required to file your answer

or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 6th day of June, 1921.

Returnable 1st Monday June 1921.

Summoned Ambo + Copy left with Sarah Edwards,

Thomas S. Hove, Sheriff.

Maryland, Sct:

The State of Maryland

To Mealy Pitts of Anne Arundel County, Greeting:

You are Hereby Commanded, 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 June 1921 next, to answer the complaint of Mary Catherine Pitts 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 second day of May 1921.

Issued 2nd day of May 1921.

Circuit Court Seal

Wm. N. Woodward,
Clerk,

Take Notice:- That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 6th day of June, 1921.

Returnable 1st Monday June 1921.

"Summoned."

Thomas S. Hove, Sheriff.

Maryland, Sct:

The State of Maryland

To Pearl Edwards + Rufus Edwards, her husband of Anne Arundel County, Greeting:

You are Hereby Commanded, 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 June (1921) next, to answer the complaint of Mary Catherine Pitts 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 Second (2nd) day of May 1921.

Issued 2nd day of May 1921.

Circuit Court Seal

Wm. N. Woodward,
Clerk

Take Notice:- That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 6th day of June, 1921. Returnable 1 Monday June 1921.
"Summoned Arabs"

Thomas S. Dove, Sheriff.

Maryland, Set:

The State of Maryland

To Lottie Pitts of Anne Arundel County, Greeting:
You are Hereby Commanded, 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 June (1921) next, to answer the complaint of Mary Catherine Pitts 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 second day of May 1921
Issued 2nd day of May 1921

Circuit Court Seal

Wm. N. Woodward,
Clerk.

Take Notice:- That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 6" day of June, 1921.
Returnable 1 Monday June, 1921.
"Summoned"

Thomas S. Dove, Sheriff.

Maryland, Set:

The State of Maryland

To Inez Pitts, Avis Pitts, Viola Eugenia Pitts, Jannie Pitts & William Pitts, minors of Anne Arundel County, Greeting:
You are Hereby Commanded, 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 June (1921) next, to answer the complaint of Mary Catherine Pitts 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 Second (2") day of May 1921. Issued 2nd day of May, 1921

Circuit Court Seal

Wm. N. Woodward, Clerk.

Take Notice:- That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which Return day is Monday, the 6th day of June, 1921.
Returnable 1st Monday June, 1921.
"Summoned Ames and copy left with Mealy Pitts."
Thomas S. Hove, Sheriff.

Answer - Filed 14th May, 1921.
To the Honorable, the Judge of said Court:
The Answer of Mary Louise Hill, John Hill, Mealy Pitts, Pearl Edwards, Ruphus Edwards, Lottie Pitts, Josephine Cook, Reb Cook, to the Bill of Complaint filed in the above entitled cause.
Your respondents, answering, say:
1. That they admit the allegations in the Bill of Complaint and consent to a passage of a decree as prayed.
And as in duty bound, etc.

Mary Louise Hill
John Hill
Josephine Cook
Rodell Pitts
Ziber R. Cook - Step-father

Daniel C. Joseph,
Attorney for Respondents.

To the Honorable, the Judge of said Court.
The Answer of Mary Louise Hill, John Hill, Mealy Pitts, Pearl Edwards, Ruphus Edwards, Lottie Pitts, Josephine Cook, Reb Cook, to the Bill of Complaint filed in the above entitled cause.
Your respondents, answering, say:
1. That they admit the allegations in the Bill of Complaint, and consent to a passage of a decree as prayed.
And as in duty bound, etc.

Mealy Pitts
Pearl Edwards
Lottie Pitts
Ines Pitts
Avis Pitts
Roscoe Pitts
Violet Pitts
Jennie Pitts

Daniel C. Joseph
Attorney for Respondents

Petition and Order - Filed 10" Nov. 1922.

To the Honorable, the Judge of said Court:

The Petition of Daniel Joseph respectfully represents:

That Inez Pitts, Avis Pitts, Viola Pitts, Janie Pitts, Queenie Pitts and Roldell Pitts, minor children of William Pitts, deceased, defendants in said cause, have been duly summoned, but being infants have no guardian within this jurisdiction to answer and defend the suit for them.

Your Petitioner therefore prays, your Honor to appoint a guardian ad litem to appear for said infants and as in duty bound, etc.

Daniel P. Joseph,
Solicitor for Defendants.

Ordered this 11th day of November, 1922, by the Circuit Court for Anne Arundel County, in Equity, upon the aforegoing Petition and Affidavit, that Chas. A. Brady be and is hereby appointed guardian ad litem to appear and answer for Inez Pitts, Avis Pitts, Queenie Pitts, Viola Pitts, Janie Pitts and Roldell Pitts, infant Defendants in above case.

Robert Moss, A. J.

Motion to strike out appearance - Filed 1" Sept. 1923.

Mr. Clerk:

Please strike out my appearance for the Defendants in the above entitled case.

Daniel P. Joseph,
Attorney for Defendants.

Mr. Clerk:

Please enter our appearance in this case for the plaintiff.

Winson G. Gatt,
Daniel B. Chambers,
Solicitors for Plaintiff.

Filed 1" Sept. 1923.

Mr. Clerk:

Please strike out our appearance in the above case for the plaintiff and enter our appearance for Mary Louisa Hill, one of the defendants.

Winson G. Gatt
Daniel B. Chambers,
Solicitors for Mary Louisa Hill

Filed 26" April 1924.

Order to Take Testimony - Filed 14th May, 1924.

To the Honorable, the Judges of the Circuit Court for Anne Arundel County, in Equity:

The petition of Mary Katherine Pitts, plaintiff in this case, respectfully represents, that she desires to take testimony in this case, and prays that leave be granted her to do so before one of the standing examiners of this Court.

Geo. N. F. McMechen,
Solicitor for Plaintiff.

Ordered, this 14th day of May, 1924, by the Circuit Court of Anne ~~Anne~~ Arundel County, In Equity, that leave be granted to the parties to the cause to take testimony, as prayed, before any one of the standing examiners of this Court.

Robert Moss, A. J.

Petition for leave to take Testimony and Order of Court thereon. Filed 5th August, 1925.

To the Honorable the Judge of the Circuit Court for Anne Arundel County:

The petition of Louisa Hill, et al. in this case, respectfully shows that they desire to take testimony in this case, and respectfully pray that leave be granted them to do so before one of the Standing Examiners of this Court and that the said testimony may be taken at 45 Central Savings Bank Building, Baltimore, Md., and that the same be taken on the 18th day of August 1925 at one o'clock.

Daniel B. Chambers
Sol. for Louisa Hill, one of the Defendants in this case.

Hawkins & McMechen
Sol. for Mary Catherine Pitts, Plaintiff.

Order -

Ordered, this Fifth day of August, 1925, that leave be granted to the parties to the cause, to take testimony, as prayed, before any one of the Standing Examiners of this Court.

Robert Moss, A. J.

Petition and Order - Filed Aug. 20th 1925.

To the Honorable Judge of said Court:

The Petition of Mary Louise Hill respectfully represents: That William Pitts, a minor child of William Pitts, deceased, defendant in said cause, by error was omitted at the time of the filing of the Petition for the appointment of a guardian ad litem to represent the minors in said cause.

There being no guardian within this jurisdiction to answer and defend the suit for him your Petitioner prays your Honor to appoint a guardian ad litem to appear for said infant.

And as in duty bound etc.

Test: Mary Louisa Hill,
John Stonewall J. Healy. Petitioner.

State of Maryland, City of Baltimore, So:

I Hereby Certify that on this 19th day of August in the year nineteen hundred and twenty-five, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified in and for the City of Baltimore, State aforesaid, personally appeared Mary Louise Hill and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein stated to the best of her knowledge and belief.

Witness my hand and Notarial Seal,

Notary Seal John Stonewall J. Healy,
Notary Public.

Order -

Ordered This 20th day of August 1925 by the Circuit Court for Anne Arundell County, in Equity, upon the aforegoing Petition and affidavit, that Charles A. Brady be and he is hereby appointed guardian ad litem to appear and answer for William Pitts, infant defendant in above case.

Robert Moss, A. J.

Answer of William Pitts, infant defendant, by Guardian ad litem, to Bill of Complaint - Filed 20th Aug. 1925

To the Honorable, the Judges of said Court:-

The answer of William Pitts, the infant defendant in this case, by Charles A. Brady, his Guardian ad litem, duly appointed by an order of this Court,

to the Bill of Complaint of Mary Catherine Pitts against him and others, filed in these proceedings, respectfully shows:-

That this defendant, being under the age of twenty-one years, cannot admit any of the allegations of the said Bill, and, therefore, submits his rights therein to the protection of this Court.

And, as in duty bound, etc.

Charles A. Brady,
Guardian ad litem.

Answer of Guardian - Filed 22" August, 1925.

To the Honorable Judge of said Court:

The Answer of Inez Pitts, Avis Pitts, Viola Pitts, Queenie Pitts, Jannie Pitts, William Pitts and Rodell Pitts, by Charles A. Brady, Guardian ad litem, duly appointed by order of this Court, to the petition of Mary Catherine Pitts against the aforesaid infants and others in this case exhibited.

These defendants being infants, cannot admit or deny any of the matters and things in the said petition alleged and they submit their rights thereunder to the protection of this Court.

And as in duty bound etc.

Charles A. Brady
Guardian ad litem.

Testimony - Filed Aug. 22-1925.

Pursuant to an Order of the Circuit Court for Anne Arundel County in Equity, passed in the above entitled cause, dated August 5th. 1925, the following testimony was taken at the office of Manuel B. Chambers, Central Savings Bank Building, Baltimore, Maryland, on Tuesday August 18th, 1925.

Present:

George N. F. McMechen, Attorney for Plaintiff.
Manuel B. Chambers, Attorney for Defendant.
George E. Pullman, Examiner.

Mary Catherine Pitts, witness for the plaintiff, being first duly sworn according to law, says:

By Mr. George N. F. McMechen, Attorney for Plaintiff.

Q. What is your full name?

A. My name is Mary Catherine Pitts.

Q. Where do you live?

A. I live at Hawkins Point Road.

Q. Baltimore City or County?
A. Baltimore City.
Q. Did you know Jenoer Pitts during his lifetime?
A. Yes. I was his wife.
Q. When were you married to him. Tell me if you know?
A. In 1913.
Q. You were married in or about the year 1913?
A. Yes sir.
Q. And after that until his death you lived together as husband and wife?
A. Yes sir.
Q. Where were you married?
A. I was married on Mr. Hodge's Place in Anne Arundel County, Md.
Q. By whom?
A. By Rev. Carroll. He was an ordained minister of the gospel and was supervising superintendent of the Methodist Church in that locality.
Q. Had your husband been married prior to your marriage to him?
A. Yes sir.
Q. What became of his first wife?
A. She died.
Q. State her name?
A. Mary Francis Pitts.
Q. Were there any children born as a result of your marriage?
A. No sir, not any.
Q. Were there any children born of the first marriage?
A. Yes sir.
Q. Can you state their names?
A. Mary Louise Pitts.
Q. She intermarried with whom?
A. John Hill.
Q. Is she now living?
A. Yes sir.
Q. Was Estella Pitts one of the children?
A. Yes sir.
Q. With whom did she intermarry?
A. Monque Ali.
Q. She is living now? A. Yes sir.
Q. Was Sarah Pitts one of his children?
A. Yes sir.
Q. Did she marry?
A. Yes sir.

Q. With whom?
A. George Edwards.
Q. Who was William Pitts?
A. Jenoer Pitt's son.
Q. Is he dead? A. Yes sir.
Q. Was he married? A. Yes sir.
Q. Who did he marry? Who was William Pitt's wife?
A. Mealy Pitts.
Q. Is she living? A. She is dead.
Q. Were there any other children?
A. Richard Pitts.
Q. Is he dead? A. He is dead.
Q. Did he ever marry during his lifetime?
A. Yes sir.
Q. Who did he marry?
A. Josephine Pitts not Josephine Cook.
Q. Was Mary Louise Pitts, Estella Pitts and Sarah Pitts, William Pitts and Richard Pitts the only children of Jenoer Pitts and Mary Francis Pitts who were living at the time of the death of Jenoer Pitts or who died prior to his death, having left children?
A. Yes sir. There were several other children that he had who died during their infancy and before the death of Jenoer Pitts, but none of these ever married and therefore had no children.
Q. Did William Pitts leave any children as the result of his marriage?
A. I think eight.
Q. Can you name them?
A. Yes. Pearl Pitts.
Q. Has she intermarried with any one?
A. Yes with Ruphus Edwards.
Q. Both living?
A. Yes sir. Lottie Pitts.
Q. Is she living? A. Yes sir.
Q. Is she married? A. Not married.
Q. Inez Pitts? A. Yes sir.
Q. Is she married? A. No sir
Q. Avis Pitts? A. Yes sir.
Q. Is she married?
A. No sir, not married.
Q. Queenie Pitts, is she married?
A. No sir.
Q. Viola Pitts, is she married?
A. No sir not married.

Q. Jannie Pitts is she married?
A. No sir.
Q. William Pitts, is he married?
A. No sir not married.
Q. This bill was filed in April 1921, at that time can you tell how many of these children were minors?
A. They were all minors.
Q. How many are minors now?
A. Six of them are now minors. Pearl and Lattie are the only ones that are of age. Pearl is 23 years old and Lattie is 21 years old. Inez is 19 years old, Avis is 18 years old, Eneenie 17 years old, Viola 15 years old, Jannie 15 years old, they are twins, William is 13 years old. Of course at the time of the bill was filed they were about four years younger than I have stated.
Q. Josephine Cook is the wife of Rob Cook?
A. Yes sir.
Q. Is she living? A. Yes sir.
Q. When did Richard Pitts die?
A. He died about ten years before Jenoer Pitts died.
Q. Was he married at the time of his death?
A. Yes sir.
Q. Who did he marry?
A. He married Josephine Pitts now Josephine Cook.
Q. Were there any children?
A. Only one that I know of.
Q. What was the name?
A. Rodell.
Q. How old is Rodell Pitts?
A. Rodell Pitts is between 18 and 19 years old. He is a grand child of Jenoer Pitts.
Q. There were no other grand-children of Jenoer Pitts except those you have named?
A. No sir.
Q. When did Jenoer Pitts die?
A. He has been dead six years the 13th of last July gone. He died in 1919.
Q. Did he leave a will?
A. Not that I know of.
Q. What property did he leave at the time of his death?
A. He owned the piece of property where Estella lives on and where I live on and the fifteen acres down the road that you were talking about. The piece that I live on was in my name and his

name and now belongs to me. He gave another small piece of property to his daughter Estella Ali. I think he gave her a deed for it and the other property about which we are now talking, fifteen acres of ground situate on Patapsco Neck Road, he had a deed to this piece of property and he owned that for some time before his death. It is in his name and in his first wife's name. She died before he died; considerable time after that I married him.

Q. I want you to state whether or not it will be to the benefit and advantage of all the parties to this proceeding that the property be sold and the proceeds brought into Court to be divided among those who are entitled to it?

A. Yes sir.

Q. How old are you?

A. I will be 60 years old the 16th day of next May.

Cross examination waived by Mr. Daniel B. Chambers attorney for Louisa Hill.

The Plaintiff's Attorney herewith files with the Examiner, Deed from Henston Royale Hall and wife to Jenoer Pitts and Mary Francis Pitts, his wife. Marked "Plaintiff's Examiners Exhibit No. 1."

To the general question of the Court under the rule, the witness answers:

Q. Is there any matter or fact which you might state which would be of use to this Court or any of the parties to this case, which you can think of so please state in full.

A. I haven't anything more to say just so everybody is treated right according to the law.

All signatures waived by agreement.

Harry A. Nilson, witness for the Plaintiff, being first duly sworn according to law, says:

By George N. F. Mc. Meehan, Attorney for Plaintiff.

Q. What is your business?

A. Insurance, banking and real estate.

Q. You have had considerable experience in the real estate business in the past few years, Mr. Nilson?

A. Yes sir. I have sold several hundred pieces of property.

Q. You buy and sell real estate?

A. Yes sir.

Q. Did you see the property of Jenoer Pitts' on the

Marley Neck Road, the property involved in this litigation? A. I did.
Q. What would you regard as a fair and reasonable value for those fifteen acres?
A. I think perhaps about $30.00 an acre.
Q. Do you consider that it would be to the best advantage and benefit to all the parties to these proceedings if the property was to be sold and the proceeds brought into Court for distribution
A. I should think so since it is not improved.
Q. How long have you been engaged in the real estate business?
A. About 22 years.
Q. Have you been over this property carefully?
A. I have made a very careful review of that property.
Q. Did you ascertain values of property in that neighborhood at that time?
A. Yes sir.
To the general question of the Court under the rule, the witness answers:
Q. Is there any matter or fact which you might state which would be of use to this Court or any of the parties to this case, which you might think of, if so please state in full.
A. I have no advice. I think it would be best to sell the property as the property is not susceptable of division and is unimproved and the practical thing to do with it to the best advantage of all the parties concerned is to sell it and that the proceeds from the sale be distributed by the Court, as there are several children and several grand-children, I understand, who are interested in it.
George Wallace, witness for the Plaintiff, being first duly sworn according to law, says:
By George N. F. McMechen, Attorney for Plaintiff.
Q. Who is George Edwards?
A. He is the fellow who married Sarah Tilts.
Q. You know where this land is located?
A. Yes sir, I have been out there.
Q. State whether or not in your opinion you regard it would be to the benefit and advantage for all parties concerned if that property would be sold and the proceeds divided among those entitled to it?

A. I think it would be best if it would be done that way.
Q. Do you live near there?
A. I live in the immediate neighborhood. I live in that neighborhood City annex.
The property is unimproved and there is no houses whatever on it.
To the general question of the Court under the rule, the witness answers:
Q. You heard me ask the general question, is there any matter or fact which you might state which would be of use to this Court or any of the parties to this case, which you might think of, if so please state in full.
A. I don't believe I do.

Mr. Charles E. Walsh, witness for the Defendant, being first duly sworn, according to law, says:
By Mr. Hamill B. Chambers, Attorney for Defendant.
Q. What is your name?
A. Charles E. Walsh.
Q. You are a real estate broker in Baltimore?
A. Yes.
Q. How long have you been in the real estate business?
A. 40 years.
Q. Continuously in the business that long.
A. Yes sir. Have been buying and selling real estate for many years.
Q. Did you have occasion to examine the piece of property on the Patapsco Neck Road, at my request, this property which is about fifteen acres?
A. I went about two years ago to examine this property and went all over the property carefully and found that it is unimproved. It had some cord wood on it but very little timber at the time. It seemed not to be cleared at all.
Q. Did you familiarize yourself with other property in the neighborhood?
A. Yes I found out about the property just below, the next adjoining place.
Q. Have you a general idea of the value of the property in that neighborhood?
A. I have.
Q. You made some specific investigation as to the value of this particular piece of property?
A. I did.

Q. What do you say, in your opinion as a real estate man, is the value of this particular piece of property which is involved in this litigation?
A. About $50.00 an acre.
Q. Can you give me your opinion as to whether or not this property is susceptable of division or partition among the parties entitled to the same, the names of whom you have heard from preceeding witnesses that have just testified?
A. No I do not think it is susceptable of partition.
Q. Can you say whether or not it is to the best advantage of all the parties involved to have the same sold and the proceeds thereof divided?
A. I think it would be.
To the general question of the Court under the law, the witness answers:
Q. Is there any other matter or fact which you might state which would be to the interest of the Court or any of the parties to this case, which you might think of, if so please state in full?
A. Nothing more.
Mary Louisa Hill, witness for the Defendant, being first duly sworn, according to law, says:
By Mr. Daniel B. Chambers, Attorney for Defendant,
Q. What is your name?
A. Mary Louisa Hill
Q. Do you know all the parties to this suit?
A. Yes sir.
Q. Who was Jenoer Pitts?
A. My father.
Q. Who was Mary Francis Pitts?
A. She was my mother and the wife of Jenoer Pitts.
Q. Are they both living or dead?
A. Both dead.
Q. When did they die?
A. My father died in 1919, July 13th.
Q. When did your mother die?
A. My mother died January 23rd 1910.
Q. Where did they live at the time of their respective deaths?
A. Near the old Marley Neck Road, Mr. Joe Hodge's place, Anne Arundel County, Md.
Q. You have heard the names of the children of your mother and father?
A. Yes sir

Q. Are they both living or dead?
A. Both dead.
Q. When did they die?
A. My father died in 1919, July 13th.
Q. When did your mother die?
A. My mother died January 23rd. 1910.
Q. Where did they live at the time of their respective deaths?
A. Near the old Marley
Q. and also the names of the grand-children of your father, as given in the testimony of your step mother, Mary Catherine Pitts; are they correct?
A. Yes sir.
Q. Are there any other children or grand-children of your father?
A. No sir. Not that I know of, except the children who died in infancy or some that died very young, who were never married or had any children.
Q. State whether or not the testimony of the other witnesses in the case, all of which you heard, is correct to the best of your knowledge?
A. Yes sir, it is correct as far as I know, of course I don't know the value of the property, but I believe it would be to the best interest and advantage of all the parties concerned for this property to be sold and the money divided. We are all anxious to have this done; all excepting one sister. She refused to take an interest in it.
Q. You know about the marriage of your father with his second wife, Mary Catherine Pitts?
A. Yes sir.
Q. Do you know, in a general way, when your father and mother were married.
A. No sir. I know they were married quite a long time before I was born and I am 52 years old and the oldest one of the children. We all lived in Anne Arundel County, Maryland.
About seventeen years ago I left there. My father and mother lived there all their lives.
To the general question of the Court under the law, the witness answers:
Q. You heard me ask the general question of the several witnesses, is there any other matter or fact that you might think of which would be of interest to the Court or any of the parties to this case,

if so please state in full?
A. My father did not leave a will.
Q. Own any other property at the time he died?
A. No sir that is all he had. I do not know whether my sister owned the property she is living on or not, that property is not in this suit, I think that is the reason she would not have anything to do with this suit.

Mary Catherine Pitts recalled and cross examined by Mr. Harriel B. Chambers.
Q. How much personal property did your husband have. Did he have any other personal property besides the bank book and the liberty bonds?
A. He had two liberty bonds that he left in my charge before he died and I gave them to Mr. McMechen for safekeeping.
Q. He had two others?
A. I do not know of any other.
Q. What were they for?
A. They were both $50.00 each.
Q. Was there any cash in the house at the time he died?
A. Not a cent that I know of. There were no other bank books, that is the only bank book in the house that I ever found.
All signatures waived, by consent of counsel.
There being no other witnesses to be examined, and no further time being desired by the parties hereto, the within testimony is herewith closed and returned to the Court this 21st. day of August, 1925.

George E. Rullman (seal)
Examiner.

Decree of Sale - Filed Nov. 7-1925.
This cause standing ready for hearing and being submitted, the proceedings were read and considered.
It is thereupon this 7th. day of November, in the year nineteen hundred and twenty-five, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, adjudged, ordered and decreed that the property mentioned in these proceedings be sold, that George N. F. McMechen and Harriel B. Chambers be, and they are, appointed Trustees to make said sale and that the course and manner of their proceedings shall be as follows:-
They shall first file with the Clerk of this Court, a

bond to the State of Maryland, executed by themselves and their surety or sureties to be approved by this Court in the penalty of One thousand dollars ($1,000.00), if a corporate bond, or Two thousand dollars ($2,000.00), if a personal bond, 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 premises; they shall then proceed to make the said sale, having given at least three weeks notice by advertisement inserted in some newspaper published in Anne Arundel County, of the time, place, manner and terms of sale, which terms shall be:- One-third of the purchase price, cash on the day of the sale and the balance in twelve months from day of sale, or all of said balance cash upon ratification of said sale at the option of the purchaser or purchasers, the credit portion of the purchase money to bear interest from the day of the sale and to be secured to the satisfaction of the Trustees and as soon as may be convenient after such 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 Court's 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 and recorded according to the 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 thereto, Plaintiff and Defendents, and those claiming by, from and under them or either of them, and the said Trustees shall bring unto 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 commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Robert Moss, A.J.

Trustee's Bond - Filed and approved 19th November, 1925.

Know all Men by these Presents, That, we George N. F. McMechen and Daniel B. Chambers and New Amsterdam Casualty Company, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of One thousand and no/00 ($1,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents - sealed with our seals and dated this tenth day of November in the year of our Lord one thousand nine hundred and twenty-five.

Whereas, the above bounden George N. F. McMechen and Daniel B. Chambers by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed Trustees mentioned in the proceedings in the case of Mary Catherine Pitts vs. Mary Louisa Hill, et al. now pending in said Court

Now the Condition of the above Obligation is such, That if the above bounden George N. F. McMechen and Daniel B. Chambers 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

Daniel B. Chambers (seal)
George N. F. McMechen (seal)

Attest:
Marg M. Willems

(corporate seal)

New Amsterdam Casualty Co.
By J. B. Duke,
Attorney-in-Fact.

Petition and Order - Filed 20th January, 1926.

To the Honorable Judge of said Court:

The petition of Mary Catherine Pitts, Plaintiff in this cause, by her attorney, George N. F. McMechen, respectfully represents:

First: That Daniel B. Chambers and George N. F. McMechen, Trustees, appointed by a decree of this

Court passed in the above entitled cause, dated the 7th day of November, 1925, to make sale of certain real estate therein mentioned, that after giving bond with approved sureties for the faithful performance of their duties, in accordance with the decree and after having complied with all the requisites as required by law, they did sell said real estate at public sale at the Court House door in the City of Annapolis, Anne Arundel County, Maryland, on January 5th. 1926, to the highest bidder, Silden F. Hare for Five hundred and seventy-five dollars ($575.00).

Second: That some of the parties interested in this cause attended said sale, more particularly Estella Ali, Sarah Edwards and George Edwards, her husband, who were defendants in this cause.

Third: That upon examination of the docket entries and the papers filed in this cause, it is found that although the defendants, Estella Ali and Mongue Ali, her husband, Sarah Edwards and George Edwards, her husband, were duly summoned to appear in this cause that they failed to do so nor have they answered the bill of complaint filed in this cause, this fact has been overlooked until now, that no decree pro confesso has been obtained against these defendants and that in order to make these proceedings regular, it is necessary that a decree pro confesso be entered against the above named defendants as of a date prior to the taking of testimony in this case, which was taken August 18th. 1925. That the time allowed by the Court within which said defendants were required to answer long expired between the time they were required to appear and the time of the taking of said testimony.

To the end Therefore, that a decree pro confesso be entered ante dating August 18th. 1925, the date the testimony was taken in this case before George E. Pullman a standing Examiner of this Court, against the defendants, viz: Estella Ali, Mongue Ali, her husband, Sarah Edwards and George Edwards, her husband.

And as in duty bound, etc.

Hawkins & McMechen
Attorneys for Plaintiff.

Upon the aforegoing petition, it appearing to the Court the Plaintiff is entitled to relief in the premises, that the defendants Estella Ali and Mongue Ali, her husband, Sarah Edwards and George Edwards, her husband, have not been injured by the delay in obtaining a decree pro confesso against them, it is on this 20th day of January 1926, Ordered and Decreed that a decree pro confesso be and the same is hereby ordered in the above entitled case against the defendants because that have not appeared and answered the bill of complaint in this cause and that said decree be entered as of the 15th day of August, 1925.

Robert Moss, A.J.

Petition to be allowed to give Notice to Creditors of Genoa Pitts, with Order of Court thereon. Filed 25th Jany. 1926

To the Honorable, the Judges of said Court:

The petition of Harold B. Chambers and George N. F. McMechen, Trustees in this case, respectfully shows:

That they have just discovered that no Letters of Administration have been taken out on the estate of Genoa Pitts, mentioned in the first paragraph of the Bill of Complaint, filed in this proceeding, and they have been advised that in order to give proper title to the real estate, mentioned herein, that notice should be given to the creditors of the said Genoa Pitts.

Your petitioners, therefore, pray the Court to pass an order, authorizing them to give notice to the creditors of the said Genoa Pitts, to file their claims if they have, with the said Trustees, within a certain time to be fixed by this Honorable Court.

And, as in duty bound, etc.

Wilson G. Gatt,
Solicitor for Trustees.

Order of Court.

Upon the aforegoing petition, it is this 25th day of January, 1926, Ordered and Decreed that the Trustees give at least thirty days' notice to the creditors having bills against the estate of Genoa Pitts, to file the same, duly authenticated, with the Clerk of the Circuit Court for Anne Arundel County within sixty days from the date of this Order.

Robert Moss, A.J.

Handbill.

Trustees' Sale of Valuable Real Estate situate on the Patapsco Neck Road, in the Third Election District of Anne Arundel County, Md.

By virtue of a decree passed by the Circuit Court for Anne Arundel County on the 7th day of November, 1925, in the case of Mary Catherine Pitts vs Mary Louisa Hill and others, known as No. 4531 Equity, we will offer to public sale at the Court House door, in the City of Annapolis, Maryland, on Tuesday, January 5th, 1926 at 11 o'clock A. M.,

All that tract of land situate in the Third Election District of Anne Arundel County, Maryland, and described as follows:-

Beginning for the outlines thereof at a point in the Patapsco Neck county road at the end of 1.4 perches on the second line in the deed from Enoch P. Johnson to Hall and Pitts; thence running with said county road north, 12 degrees, east, 16.6 perches to Lloyd Edwards' twelve acres; thence with same south, 84 degrees, east 128.87 perches; thence south, 59 degrees, 12 minutes, east, 39.43 perches to Hall's part; thence with same north, 84 degrees, west, 166.32 perches to the place of beginning; containing fifteen (15) acres of land, more or less.

Being the tract of land which was conveyed to Janadr Pitts and wife by Heaton Royal Hall and wife, by deed dated the 5th day of May, 1909, and recorded among the Land Records of Anne Arundel County in Liber G. N. No. 68, folio 20.

Terms of Sale:- as prescribed by said decree:- One-third of the purchase price cash on the day of sale, and the balance in twelve months from the day of sale, or all cash upon ratification of said sale at the option of the purchaser or purchasers, the credit portion to bear interest from the day of sale and to be secured to the satisfaction of the Trustees.

For further particulars, apply to

Daniel B. Chambers,
George N. F. McMechen.

Publisher's Certificate.

Annapolis, Md., May 15-1926.

We hereby certify, that the annexed Sale, Pitts-Hill was published in the Maryland Gazette a newspaper published in the City of Annapolis, Anne

Arundel County, Maryland, once a week for three successive weeks before the 5th day of January, 1925. The first insertion being made the 12th day of Dec. 1925.

The Capital Publishing Company.
By J. J. Taylor.

Auctioneer's Certificate.

I hereby certify that I sold the real estate, described on the within handbill to Silden F. Hare at and for the sum of Five hundred and seventy-five dollars ($575.00), he being then and there the highest bidder for the same.

Witness my hand and seal this 5th day of January, 1926.

Test: William H. Moss, (seal)
Ruby N. Chaney. Auctioneer.

Purchaser's Agreement.

I hereby certify that I purchased the real estate, described on the within handbill from Daniel B. Chambers and George N. F. McMechen, Trustees, at public sale on the 5th day of January, 1926, at and for the sum of Five Hundred and seventy-five dollars ($575.00), and I agree hereby to comply with the terms of sale.

Witness my hand and seal this 5th day of January, 1926.

Test: Silden F. Hare, (seal)
Benj. R. Chambers.

Trustees Report of Sale - Filed 25th January, 1926.

To the Honorable the Judges of Said Court:

The Report of Daniel B. Chambers and George N. F. McMechen, Trustees, appointed by a Decree of this Court, passed in the above entitled cause, dated the 7th day of November, 1925, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with approved security for the faithful performance of their 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 Maryland Gazette, a weekly newspaper published in the City of Annapolis, Anne Arundel

County, Maryland, for at least three successive weeks before the day of sale, they did, pursuance to said notice, attend at the Court House door, in said City, on the 5th day of January, 1926, at eleven o'clock, A. M., and then and there proceeded to sell said property in the manner following:

Your Trustees offered at public sale to the highest bidder the property mentioned in said decree, situate in the Third Election District of Anne Arundel County, Maryland, containing fifteen (15) acres of land, more or less.

And your said Trustees sold the above described property to Silden F. Hare for the sum of Five hundred and seventy-five dollars ($575.00), he being at that sum the highest bidder therefor.

And your said Trustees file herewith a copy of said advertisement, auctioneer's certificate and purchaser's agreement,

All of which is respectfully submitted.

Daniel B. Chambers
George N. F. McMechen
Trustees.

State of Maryland, Baltimore City, to wit:

I hereby certify, that on this 14th day of January, 1926, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Daniel B. Chambers and George N. F. McMechen, Trustees, as aforesaid, and made oath in due form of law that the matters and facts stated in the aforegoing Report are true, and that the sale therein reported was fairly made.

Witness my hand and notarial seal,

Notary Seal

Benjamin Chambers
Notary Public

(Handbill, Auctioneer's Certificate & Publishers Agreement copied previous to this paper, page 414.)

Order Nisi

Ordered this 25th day of January, 1926, that the sale of the property mentioned in these proceedings, made and reported by Daniel B. Chambers and George N. F. McMechen, Trustees, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 26th day of February, 1926;

Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each week of three successive weeks before the 26th day of February, 1926.
The report states the amount of the sale to be Five hundred and seventy-five dollars ($575.00)

Wm. Martin Brady,
Clerk.

Publisher's Certificate -

Annapolis, Md. Feb. 12 - 1926.

We hereby certify, that the annexed Order Nisi, Pitts vs. Hill, Equity No. 4531 was published in the Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for Three successive weeks before the Twenty-sixth day of February, 1926. The first insertion being made the Twenty-eighth day of January, 1926.

The Capital Publishing Company.
By H. G. Carroll, Mgr.
L.L.

Order -

Ordered by the Court, this 5th day of June, 1926, that the sale made and reported by Daniel B. Chambers and George N. F. McMechen, Trustees, aforesaid, be, and the same is hereby Ratified and Confirmed, no cause to the contrary having been shown, and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Robert Moss, A.J.

Auditor's Report and Account - Filed 7th Sept. 1926.

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,

James N. Owens,
Auditor.

Dr. Mary Catherine Pitts vs. Mary Louise Hill, et al. in ac. with Cr.
Daniel B. Chambers and Geo. W. F. McMechen, Trustees.

To the Trustees, for their comm.			37	50	Jan. 6, 1926.		
" " " for Court costs:					By proceeds of		
" Plaintiff's Solicitor	$ 10	00			sale of real		
" Defendant's Solicitor	10	00			estate	$ 575	00
" Clerk of Court	36	35					
" Thos. S. Dove, late Sheriff,	6	60					
" Thos. F. McNulty, Sher. Balto. City	5	00					
" Guardian ad litem	4	00					
" Examiner, G. E. R.	16	68					
" Auditor	4	50	93	13			
To the Trustees, for their expenses:							
" premium on bond,	10	00					
" Auctioneer	10	00					
" Chas. E. Walsh, professional services,	7	50					
" Harry A. Nilson, appraiser,	10	00					
" George W. F. McMechen, expenses	15	00					
" Daniel B. Chambers, expenses	10	00					
" Wilson G. Gatt, legal services	25	00					
" Capital-Gazette Press, advertising	34	50	122	00			
To the Trustees, for taxes:							
" 1919 County + State taxes,	11	95					
" 1920 " " " "	13	35					
" 1921 " " " "	13	40					
" 1922 " " " "	15	50					
" 1923 " " " "	16	80					
" 1924 " " " "	16	30					
" 1925 " " " "	13	45	100	75			
To this balance for distribution			221	62			
			$ 575	00		$ 575	00
To this balance for distribution:			221	62			
" Mary Catherine Pitts, widow, 1/3	$ 73	87					
" Mary Louise Hill, 1/5 of 2/3	29	55					
" Estella Ali, 1/5 of 2/3 (less 1/2) of costs of filing exceptions	25	05					
" Sarah Edwards, 1/5 of 2/3 (less 1/2 of costs of filing exceptions)	25	05					
To Examiner, filing exceptions	4	00					
" Stenographer, G. H. "	5	00					
" Estate of William Pitts, this amount to be distributed as follows: $29.55							
To Pearl Edwards 1/8	3	69					
" Lottie Pitts 1/8	3	69					
" Inez Pitts, infants, 1/8	3	69					
" Ada Pitts, infant 1/8	3	69					
" Queenie Pitts, infant 1/8	3	69					
" Viola Pitts, infant 1/8	3	70					
" Jarmie Pitts, infant 1/8	3	70					
" William Pitts, infant 1/8	3	70					
" estate of Richard Pitts, this amount							
" Rodell Pitts, infant	29	55					
	$ 221	62	$ 221	62			

Ordered By The Court, this 29th day of December, 1926, that the aforegoing Report + 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 Charles M. Hopkins and James N. Rea.

No. 5214 Equity
In the Circuit Court for Anne Arundel County.

Mr. Clerk:

Please file the mortgage and bond herewith, Docket case & record of assignment of mortgage.

Filed Oct. 26, 1926.

James M. Munroe,

Mortgage -

This Mortgage, Made this first (1st) day of April in the year nineteen hundred and twenty-five, by Charles M. Hopkins and Eva S. Hopkins, his wife, James N. Rea, widower of Washington, District of Columbia, of the first part, and James A. Sansbury, of Anne Arundel County, Maryland, of the second part, Witnesseth:

Whereas, the parties of the first part have purchased the hereinafter mentioned property from James A. Sansbury and wife, for the sum of twenty thousand dollars ($20,000.00) of which the sum of five thousand dollars is paid in cash, unto the party of the second part, and

Whereas, for the payment of the balance of fifteen thousand dollars ($15,000.00) thereof, three years after date the parties of the first part have passed unto said party of the second part their promissory note of even date herewith, and for the payment of the semi-annual interest at the rate of six per cent (6%) per annum on said principal sum reserved, the parties of the first part have also passed unto said party of the second part their six other promissory notes of even date herewith, each for the sum of four hundred fifty dollars, ($450.00), and payable at intervals of six months each, and

Whereas, the execution of these presents to secure the payment of said promissory notes was a condition precedent to said sale, and

Whereas, leave is hereby given unto the parties of the first part to pay off this debt in whole or part at any time within said period of three years, the interest to be abated accordingly, no partial payment to be less than one thousand

($1,000.00) dollars.

Now this Mortgage Witnesseth, that for and in consideration of the premises, the parties of the first part do by these presents grant unto the party of the second part, the following property, viz:

All that part of Shell Point Farm in the 8th Election District of Anne Arundel County, Maryland, which is described as follows:-

Beginning for said land at a post on the west shore of Chesapeake Bay, said post standing North 86° east 8 perches from a sycamore stump at the end of the 13th line of a lot of land described in a deed dated February 20, 1863 from Randall and Hagner, Trustees, to Samuel N. Serviner, and run from said post as surveyed by Amos Harman in 1871, north 43° west 28¼ perches to a meadow, thence leave said shore and run up said meadow south 68° west 84 perches, thence north 86° 15' west 26 perches, thence north 68° 30' west 19 perches, thence north 62° 30' west 3 perches to a post, a beginning of this conveyance dated April 13, 1863 from Samuel N. Serviner to Henry Owings of S. thence south 4° 15' west 18-⅝ perches, thence south 15° 30' west 17 perches, thence south 11° east 33¾ perches to a black walnut tree, thence south 9° 30' east 60 perches to a post on the north side of a road, thence leave the outlines and run reversely of the line surveyed by John R. Shepherd, June 5th 1906, as follows: north 73° east 35.26 perches to a post 8½ links easterly from a gatepost and on the south side of a road, thence north 46° 45' east 14.74 perches to a peg in said road opposite a persimmon tree, thence north 60° east 12.88 perches thence north 69° 15' east 12.62 perches to a peg, thence south 72° east 2 perches to a fence post, 21 links northerly from the middle of a large locust tree, thence north 85° 58' east 116.88 perches to a post on the north edge of a marsh and 7½ links easterly from an elm tree, thence northerly 53° east 21 perches to a post on said bay shore, thence up and with the meanderings of said shore to the beginning, containing 109 acres of land, more or less.

Being the same property which was conveyed unto R. M. Hopkins and James N. Rea, as tenants in common thereof, by deed of even date herewith from

James C. Sansbury and Bertha R. Sansbury, his wife. And being the same property which was conveyed unto James C. Sansbury by Hattie E. Owings and husband, et al, children and heirs at law of Edward H. Sansbury and Annie R. Sansbury, his wife, both deceased, by deed 27th of July, 1916, recorded in the Land Records of Anne Arundel County in Liber G. N. No. 130, folio 38.

Together with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging, or in any wise appertaining.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of said James C. Sansbury, his heirs and assigns forever.

Provided, that if the said parties of the first part their heirs, personal representatives or assigns shall well and truly pay or cause to be paid the aforesaid sum of fifteen thousand ($15,000.00) dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that, until default be made in the premises, the parties of the first part shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues, and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said parties of the first part 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 in any part 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 party of the second part his personal representatives or assigns, or Michalas J. Green, his and their Attor-

ney 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 one hundred ($100.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee 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 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 representa-

tives and assigns, do hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns, or Nicholas N. Green his and 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 commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And the said parties of the first part for themselves and for their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty nine hundred and fifty dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure 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 hands and seals of the said Mortgagors.

Test:

Anna De Galin.

Charles M. Hopkins (seal)

Eva S. Hopkins (seal)

Jas. N. Rea (seal)
widower

U. S. A. - District of Columbia, to wit:

I Hereby Certify, that on this twenty-seventh day of April in the year nineteen hundred and twenty-five before me, a Notary Public in and for the District of Columbia aforesaid, personally appeared Charles M. Hopkins and Eva S. Hopkins, his wife, and James N. Rea, widower the Mortgagors named in the aforegoing Mortgage and they each acknowledged the aforegoing Mortgage to be their act. Witness my hand and seal Notarial.

Notary's Seal

Anna De Galin
Notary Public

My commission expires Dec. 13, 1928.

For the purpose of foreclosure I hereby assign this mortgage to James M. Munroe, Atty., of Annapolis, Md.
Witness my hand and seal this 11th day of October, 1926.
Witness: James A. Sansbury (seal)
Glenn M. Webb.
Received for Record 26th day of October, 1926 at 10 o'clock A.M. and same day recorded in Liber N. N. N. 104 No., Folio 375 Land Records of Anne Arundel County.
Wm. Martin Brady, Clk.

U. S. A. District of Columbia, to wit:
I hereby certify that on this 6th day of May, A.D. 1925, before me, the subscriber, a Notary Public of, in and for the District of Columbia, personally appeared S. Marvin Peach, agent for James A. Sansbury, the within named mortgagee, and made oath in due form of law that the consideration mentioned in the within mortgage is true and bona fide as therein set forth, and further made oath in due form of law that he is the agent of James A. Sansbury, the within mortgagee, and is duly authorized to make this affidavit.
Witness my hand and official seal.
Bruce L. Casteel,
Notary Public - U. S.
Notary's Seal
My commission expires Feb. 21-1929.

Bond - Filed and approved Oct 26th - 1926.
Know all Men by these Presents:- That we, James M. Munroe of Annapolis, Maryland and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty Thousand Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 23rd day of October in the year of our Lord nineteen hundred and twenty-six.
Whereas, the above bounden James M. Munroe by virtue of a power contained in a mortgage from Charles M. Hopkins and James N. Rea to James

A. Sansbury dated 1st. day of April 1925 and recorded in Liber N. N. W. No. 104 folio 370 etc., 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 James M. Munroe, as attorney and assignee is about to execute the power vested in him in said mortgage, said mortgage having been duly assigned to him as attorney by James A. Sansbury October 11, 1926.

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)

Countersigned — Maryland Casualty Company,
Minson G. Gott — Per Chas. F. Lee of Chas. F. Lee & Co.
Attorney-in-Fact. — Agents.

Corporate seal

Statement of Mortgage Claim - Filed Nov. 9 - 1926.

1925 - April 1st. Hopkins and Rea to James A. Sansbury, Mr.	
Mortgage Debt	$15,000.00
Interest paid to 10/1/25 $450., and on	
9/8/25 paid on account of debt	1,000.00
	$14,000.00
Interest thereon from 10/1/25 to 1/27/26	
(3 months, 27 days)	273.00
	$14,273.00
Paid on account 1/27/26	1,000.00
	$13,273.00
Paid on account 3/2/26	250.00
	$13,023.00
Interest on $13,273 from 1/27/26 to 3/9/26	
(1 month, 12 days)	92.92
	$13,115.92
Paid on account 3/9/26	1,000.00
	$12,115.92
Paid on account 4/9/26	500.00
	$11,615.92
Int. on $12,115.92 from 3/9/26 to 11/9/26	
(8 months)	484.63
	$12,100.55

Report of Sale - Filed 9th March, 1926

To the Honorable, the Judges of said Court:

The report of James M. Munroe, Attorney, Assignee of the mortgage mentioned in these proceedings, respectfully shows:

That having given bond with surety in the penalty of twenty-thousand dollars ($20,000.00) duly approved, and having advertised the property mentioned in these proceedings in the Maryland Gazette, a newspaper published weekly at Annapolis, Maryland, and also by handbills which he caused to be circulated in the neighborhood of the property to be sold, for more than three weeks before the day of sale, he did attend in person at the Court House door in the City of Annapolis, Maryland, on Tuesday, November 9th, 1926, at 11:30 o'clock A. M., the time and place advertised for the sale and did then and there in the presence of a large number of persons offer at public sale the property in these proceedings mentioned and after considerable, competitive bidding, sold the same at and for the sum of twenty thousand one hundred dollars ($20,100.00) to Harry B. Leary, who has paid five hundred dollars ($500.00) as a deposit and signed a memorandum of the sale endorsed on the back of one of the hand-bills of said sale attached to this report of sale. And he files herewith also endorsed on said hand-bill the certificate of the auctioneer as to the said sale. And he further shows that the balance of the purchase money is to be paid cash on ratification of sale.

All of which is respectfully submitted,

James M. Munroe,
Attorney-Assignee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 9th day of November in the year Nineteen hundred and twenty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James M. Munroe and made oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein stated and that the said sale was fairly made.

As witness my hand and seal Notarial. Mary Elizabeth Brown
Notary Public.

Notarial Seal

Handbill - William H. Moss, Auctioneer.

Trustee's Sale of Valuable Farm on Herring Bay, in the Eighth Election District of Anne Arundel County.

By virtue of the power of sale contained in a mortgage from Charles M. Hopkins and Eva S. Hopkins, his wife, and James N. Rea, widower, dated the 1st. of April, 1925, and recorded among the Land Records of Anne Arundel County in Liber N. N. W. No. 104, folio 370, and to me duly assigned, I will offer at public sale at the Court House door, in the City of Annapolis, Maryland, on Tuesday, Nov. 9, 1926 at 11:30 o'clock A. M., the following property:-

All that tract of land situate in the Eighth Election District of Anne Arundel County and known as part of "Shell Point Farm," which is fully and particularly described by metes and bounds, courses and distances in the aforesaid mortgage as containing one hundred nine acres (109 acres) of land, more or less, part of which is laid down on plats thereof filed in the office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book N. N. W. No. 3, folio 51, and N. M. B. No. 1, folio 13, excepting, nevertheless, the following portions thereof which have been heretofore sold, namely:

Lots A, B, C, D, - Square Seven.
Lots A, B, C, D, - Square Fifteen.
Lots A, B, C, D, - Square Thirteen
Lots A, B, - Square Eleven,
Lots C, D, - Square Nineteen,
Lot C, - Square Nine
Lot B, - Square One
Lot A, - Square Three.
Lot D, - Square One
Lot A, - Square Five.

This property is improved by a frame dwelling house of seven rooms, a large barn and shed, and two tenant houses, and lies on Herring Bay, a tributary of the Chesapeake Bay, and the improvements are insured in the Mutual Fire Insurance Company of Montgomery County.

Terms of Sale:- Cash on ratification of sale. A deposit of $5-00 will be required of the purchaser on the day of sale.

For further particulars inquire of the undersigned.

James M. Munroe, Attorney, Assignee.

Purchaser's Agreement-

Annapolis, Md., November 9th. 1926.

I have this day purchased of James M. Munroe, Attorney, at Public Sale, the within described property at and for the sum of twenty thousand one hundred dollars ($20,100.00) of which five hundred dollars ($500.00) is now paid, the balance to be paid cash on ratification of sale.

Harry B. Leary,
Purchaser.

I hereby certify that I have this 9th. day of November, 1926 sold the within described property to Harry B. Leary of Washington, D.C., at and for the sum of twenty thousand one hundred dollars ($20,100.00).

William H. Moss,
Auctioneer.

Order Nisi-

Ordered, this 9th. day of November, 1926, That the sale of the property mentioned in the above entitled case made and reported by James M. Munroe, Attorney, Assignee Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 13th. 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 13th. day of December next. The report states the amount of sales to be $20,100.00.

Wm. Martin Brady, Clk.

Publisher's Certificate.

Annapolis, Md., Nov. 29, 1926.

We hereby certify, that the annexed Order Nisi - Hopkins Equity 5214 was published in The Maryland Gazette a newspaper published in the City of Annapolis Anne Arundel County, Maryland, once a week for Three successive weeks before the Thirteenth day of December, 1926, The first insertion being made the Eleventh day of November, 1926.

The Capital Publishing Co.
By Louise F. Clow.

Order -

Ordered By The Court, This 14th. day of Dec., 1926, 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.

Robert Moss, A.J.

Auditor's Report and Account - Filed Janry. 7th - 1927.

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 allowing interest on the mortgage debt and the judgment up to the date of the ratification of the sale. Subject to exceptions.

All of which is respectfully submitted.

James M. Owens, Auditor.

Dr. Matter of Sale of Mortgaged Real Estate of Hopkins and Rea in ac. with James M. Munroe, Attorney - Assignee. Cr.

Nov. 9. 1926	By Assignee's commissions	$ 633	00			Nov. 9 - 1926.		
	" Solicitor's appearance fee	10	00	$ 643	00	To proceeds of sale	$ 20,100	00
	By Premium on Bond	60	00					
	" advertising sale - By Hand Bills	30	25					
	" Order Nisi on sale	5	00					
	" " " " this account	5	00					
	" Auctioneer	56	50					
	" Clerk of Court	10	80					
	" Auditor	18	00	185	55			
	By 1925 Taxes	111	60					
	" 1926 " adjusted to day of sale	37	14	148	74			
	By fee allowed in mortgage			100	00			
	" claim of James A. Sandbury, mortgagee			12,100	55			
	By claim of the Marlboro Bank of Southern Maryland Trust Co. -							
	Balance due on judgment	3500	00					
	Interest from 8/11/26 to 11/9/26	57	33					
	Court costs	12	00					
	Attorney's collection fee	350	00					
				$ 3913	33			
				$ 17,091	17			

(over)

Auditor's account brought forward -						
By claim of Hamilton Sandsbury -			$ 17,091	17	$ 20,100	00
Amount of judgment	$ 1030	00				
Int. from 10/6/26 to 12/23/26	13	19				
Court costs	12	00				
Attorney's collection fee	100	00	1155	19		
By claim of Jas. Marquess on attachment suit No. 49 Appearances Jan. 1927	478	00				
Costs in attachment, garnishee short note case, Nos. 49-50-51						
Appearances - January 1927	21	95	499	95		
By claim of Joseph Cox on attachment suit No. 46 Appearances - Jan. 1927	609	00				
Costs in attachment, garnishee short note cases - Nos. 46-47-48						
Appearances - January, 1927	21	95	630	95		
By interest on claim of mortgagee ($12,100.55) from 11/9/26 to 12/14/26 (1 mo. 5 days)	70	58				
By interest on claim of Marlboro Bank ($35-00.00) from 11/9/26 to 12/14/26 (1 mo. 5 days)	20	41				
By balance subject to Order of Court	631	75	722	74		
	~~$ 20,100 00~~		$ 20,100	00	$ 20,100	00

Amended Acct. of Auditor by Agreement of Parties.
May 17 - 1927.

To balance in hands of James M. Munroe, Attorney			$ 3008	00		
Applied as follows:-						
Judgment of Hamilton Sandsbury with interest, and costs.	$ 1155	19				
Judgment of Joseph Cox $ 277.00						
Clerk's costs 3.60						
Sheriff's costs 20.92	301	52				
Judgment of Jas. Marquess $ 208.00						
Clerk's costs 3.60						
Sheriff's costs 16.98	228	58				
Bal. mortgage interest due	70	58				
" due Marlboro Bank	20	41				
Balance	1232	55				
	$ 3008	83	$ 3008	83		

Acct. forward -

Acct. brought forward -

To balance as above			$1232	55
By costs in re: testimony on exceptions to ratification of auditor's account:				
Examiner (J. L. Strahorn)	$4	00		
" (H. R. Riley)	8	00		
Stenographer (Guichat)	8	00		
By balance, as per agreement, to J. N. Rea	1212	55		
	$1232	55	$1232	55

Order Nisi -

Ordered, This 11th day of Jan. 1927, 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 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 12th day of February next.

Frank S. Revell, Clerk -

The Exceptions filed to this account having been heard by the Court it is this 25th day of February 1927 ordered by the Court that so much of this account is allowed the assignee's commissions and the costs of this proceeding, the taxes, mortgage debt and interest to day of sale & the judgment of Marlboro Bank with interest to day of sale be and the same is hereby ratified and confirmed and the assignee and trustee is hereby directed to hold the balance of proceeds of sale in this case ($3,008.55) subject to the further order of this Court.

Robert Moss, A. J.

Final Order -

Ordered By the Court, this 18th day of May 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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.

Ex Parte
In the matter of the adoption and change of name of Leon Siczynski, an infant.

No. 5284 Equity.
In the Circuit Court for Anne Arundel County.

Petition, affidavit, order of publication, etc. Filed Apr. 8-1927.

To the Honorable, the Judges of said Court:

The Petition of John Block and Lucy Block, his wife, respectfully represents unto this Honorable Court:

First: That Leon Siczynski, infant was born on June 22nd. 1923, in the City of Detroit, State of Michigan.

Second: That Anthony Siczynski the father of said infant died sometime in the year of 1924, and that the mother of said infant, Catharine Siczynski, died on July 17th, 1926, in the City of Baltimore, State of Maryland.

Third: That the said infant has been in the care and custody of your petitioners since on or about July 27th, 1926.

Fourth: That your petitioners reside in Anne Arundel County, State of Maryland and that they have no children of their own. That they own and are possessed of valuable real estate and other property in Anne Arundel County and have a substantial income and are amply able to care and provide for said infant Leon Siczynski

Fifth: That the relatives of the said infant are Helen Sidzynski, his sister, an infant six years of age, Margaret Jakens, a half sister, an infant seventeen years of age, Benny Jakens, a half brother, an infant fifteen years of age, and Mary Jakens, a half sister, an infant eleven years of age, all of whom reside at 617 Bethel Street, in the City of Baltimore, State of Maryland. That your petitioners are informed that the only other relatives of the said infant are Joseph Krol, an uncle, Thomas Krol, an uncle, Jack Krol, an uncle and Mary Piskora, an aunt, all of whom are alleged to reside in the City of Baltimore, State of Maryland, but whose exact whereabouts or address in said City is unknown to your petitioners. That your petitioners have made a diligent effort to ascertain and discover the exact whereabouts and address of the said aunt and uncles in said city without success. That your petitioners are informed that since the death of the said mother

of the infant Leon Sicizynski none of the said relatives have manifested any interest or concern about the welfare of the said infant.

Sixth: That your petitioners desire to adopt the said infant Leon Sicizynski as their own and to change the infants name from Leon Sicizynski to Leon Block and to afford the said infant with proper care, maintenance and education suitable to their station in life. That the best interest and welfare of said infant will be promoted by having him declared the adopted son of your petitioners.

Wherefore your petitioners pray this Honorable Court to pass an order declaring the aforesaid infant Leon Sicizynski to be the adopted son of your petitioners John Block and Lucy Block and that the name of Leon Sicizynski, infant be changed to Leon Block.

That this Honorable Court pass an order, by publication or otherwise, requiring and warning any and all persons interested to appear in this Honorable Court on some certain day named by this Honorable Court to show cause why, if any, the decree as prayed for in this petition should not be passed.

That your petitioners may have such other and further relief as the case may require.

And as in duty bound, etc.

John Block
Lucy Block

William F. Laukaitis
Solicitor for the Petitioners

State of Maryland, County of Anne Arundel, to wit:

I Hereby Certify, That on this 21st day of March in the year of 1927, before me, the subscriber a Notary Public of the State of Maryland, in and for the County of Anne Arundel County aforesaid, personally appeared John Block and Lucy Block, his wife, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of their knowledge and belief.

Witness my hand and notarial seal.

Notary Seal

Robert Gontrain,
Notary Public.

Order of Publication - Filed

The object of this proceeding is to procure the legal adoption by John Block and Lucy Block, his wife of Anne Arundel County, Maryland, of Leon Sicszynski an infant, and for the change of the name of said infant to that of Leon Block.

The bill recites that the said infant was born on June 22nd. 1923, in the City of Detroit, State of Michigan, that Anthony Sicszynski the father of said infant died sometime in the year of 1924, and that the mother Catharine Sicszynski died on July 17, 1926, in the City of Baltimore, and since on or before July 27, 1926 the petitioners have had the care and custody of the infant, that the petitioners reside in Anne Arundel County, and they are able to provide and care for the said infant who is now in their custody; that the relatives of the said infant are Helen Sicszynski his sister, an infant, Margaret Jakens a half sister an infant, Benny Jakens a half brother an infant and Mary Jakens a half sister an infant, all of whom reside in the City of Baltimore; that the only other relatives of said infant are his Uncles, Thomas Krol, Joseph Krol, and Jacob Krol and an Aunt Mary Pisicova all of whom are alledged to reside in the City of Baltimore, State of Maryland, although the exact whereabouts or address of the same in said city is unknown to the petitioners, although they have made diligent effort to discover the same. That since the death of the mother of the infant none of the said relatives have manifested any interest about the welfare of the said infant. The petitioners desire to adopt the said infant as their own and to have the infants name changed from Leon Sicszynski to Leon Block.

It is thereupon this 8th day of April 1927, by the Circuit Court of Anne Arundel County, ordered that the petitioners, by causing a copy of this order to be inserted in some daily newspaper, published in Anne Arundel County once in each of four successive weeks and twice in some daily newspaper published in Baltimore City, before the 8th day of May, 1927. Give notice of the substance, and purpose of said proceedings; and warning any and all persons interested in the said matter to appear in the Court

in person or by solicitor on or before the 15th day of May, 1927, to show cause if any they may have, why the decree sought should not be passed as therein prayed.

Robert Moss, A.J.

Publisher's Certificate-

Annapolis, Md., May 19th, 1927

We hereby certify that the annexed Order of Publication Siczynski was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for Four successive weeks before the Eighth day of May, 1927. The first insertion being made the 12th day of April, 1927.

The Capital Publishing Company
By Evening Capital, L.E.

The Daily Record-

Baltimore, April 20th, 1927.

We hereby certify that the annexed advertisement of Order of Publication, Ex parte adoption of Leon Siczynski, infant- was published in The Daily Record a daily newspaper published in the City of Baltimore on April 13th & 20th, 1927.
First insertion April 13th, 1927

The Daily Record Company,
Per Frank T. Wallace

Decree of Adoption and change of name. Filed May 19th, 1927.

This application being submitted and the petition, affidavit order of publication and the certificate of publication on said order and the other proceedings being read and considered by the Court.

The Court being satisfied upon careful investigation that the best interest and welfare of the said Leon Siczynski will be thereby promoted.

It is thereupon this 19th day of May in the year of nineteen hundred and twenty seven by the undersigned, one of the Judges of this Court, and by the authority of this Court, Adjudged, ordered and decreed that the said Leon Siczynski, infant, be and he is hereby expressly declared the adopted child of John Blocle and Lucy Blocle, his wife, with all the rights vouchsafed under the law of the State of Maryland. And it is further Adjudged, ordered and decreed that the name of said Leon Siczynski, be and it is hereby changed to Leon Blocle. And it is further ordered that the petitioners pay the costs of these proceedings to be taxed by the Clerk.

Robert Moss, A.J.

In the Matter of the Sale of the Mortgaged Real Estate of Robb Combs and wife.

No. 4932 Equity.
In the Circuit Court of Anne Arundel County.

Mortgage - Filed 23rd September, 1924.

This Mortgage, made this 24th day of August, one thousand nine hundred and twenty, between Robb Combs and Mildred I. Combs, his wife, of Annapolis, Anne Arundel County, Maryland, Mortgagors, and The Baltimore Life Insurance Company of Baltimore City, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagee.

Whereas the said The Baltimore Life Insurance Company of Baltimore City has this day lent to the said Robb Combs the sum of five thousand dollars ($5,000.00), to be repaid with interest at the rate of six per centum per annum, payable semi-annually, three years after date, for the principal of which said sum the said Mortgagor has passed to the said The Baltimore Life Insurance Company of Baltimore City his negotiable promissory note for the said sum of five thousand dollars ($5,000.00), bearing even date herewith, drawn to the order of the said The Baltimore Life Insurance Company of Baltimore City and payable in gold coin of the United States of the present standard of weight and fineness, three years after date, the said interest at the rate of six per cent being payable in semi-annual instalments of one hundred and fifty dollars ($150.00) each, accounting from the date thereof.

And Whereas it was a condition precedent to the making of said loan that these presents should be executed.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of one dollar, the said Robb Combs and Mildred I. Combs, his wife, do grant and convey unto the said The Baltimore Life Insurance Company of Baltimore City, its successors and assigns, forever, in fee simple, all those two pieces or parcels of ground and premises situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the first thereof at a fence post on the west side of the main driveway leading to the property of Linda A. Combs, which driveway is to be used in common by the said Linda A. Combs and the said Robb Combs, their heirs and assigns, said post being one hundred and forty-six feet from the southeast corner (on the said main driveway) of the tract now owned by the said Linda A. Combs, said southeast corner being in the division line of the property heretofore conveyed to P. M. Nowble by the said Linda A. Combs by deed dated May 14, 1908, recorded among the Land Records of Anne Arundel County in Liber G. N. No. 59, folio 397, and running thence from said beginning post, north forty-six degrees two minutes west, one hundred feet to a stake; thence north thirteen degrees forty-one minutes east, two hundred and seventy-eight feet to a stake; thence north thirty degrees twenty minutes east, three hundred and thirty feet more or less to the waters of the Severn River; thence along the various courses of said river in an easterly direction, one hundred and forty feet, more or less, to the property of Joseph H. Bellis; thence along the line between the property herein conveyed and that of Joseph H. Bellis, south twenty-seven degrees one minute west, six hundred and seventy-nine and eight-tenths feet to a point on the east side of the driveway hereinbefore mentioned; and thence at right angles across said driveway to the beginning. Containing one and ninety-eight hundredths (1.98) acres, more or less.

Being the same piece or parcel of ground and premises which by deed dated the sixteenth day of August, 1920, and intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and conveyed by Linda A. Combs and husband to the said Robb Combs, in fee simple.

Beginning for the second thereof at the end of the north, forty-six degrees, two minutes, west, one hundred foot line of a one and ninety-eight hundredths (1.98) acre tract conveyed by Linda A. Combs and husband to the said Robb Combs, by deed dated November 12, 1917, recorded among the Land Records of Anne Arundel County in Liber G. N. No. 131, folio 409, and running

from thence the following courses and distances, all magnetic courses being correct for June, 1912, with the outlines of the aforesaid conveyance: north, thirteen degrees, forty-one minutes, east, two hundred and seventy-eight feet; north, thirty degrees, twenty minutes, east, three hundred and thirty feet to the shore of said Severn River; thence with the same in a westerly direction forty-five feet, more or less; thence leaving the said shore line south, twenty-five degrees, fifty-nine minutes, west, five hundred and sixty-seven and three tenths feet; south, forty-six degrees, two minutes, east, eighty-two feet to the beginning; containing one half of an acre of land, more or less, as designated on the plat and survey heretofore made June 1, 1912, and recorded among the aforesaid Land Records in liber G. M. No. 131, folio 409, which plat is again intended to be recorded with the deed hereinafter mentioned among the aforesaid Land Records, laying off the aforesaid tract of land hereby conveyed.

Being the same piece or parcel of ground and premises which by deed dated the sixteenth day of August, 1920, and intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and conveyed by Linda A. Combs and husband to the said Robb Combs, in fee simple.

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

To Have and To Hold the above described pieces or parcels of ground and premises unto and to the use of the said The Baltimore Life Insurance Company of Baltimore City, its successors and assigns, in fee simple.

Provided that if the said Robb Combs, his heirs, executors, administrators or assigns, shall well and truly pay, or cause and procure to be paid, the aforesaid sum of five thousand dollars ($5,000.00) and all interest thereon accrued, when and as the same shall be due and payable as aforesaid, according to the tenor of the promissory note hereinbefore mentioned, or any renewal thereof, and shall perform all the agreements and covenants herein contained on his part to be performed, then

this mortgage shall be void.

And it is agreed until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime all taxes and assessments, water rents, public dues, and charges of every kind, levied or assessed or to be levied or assessed on the said hereby mortgaged property and on the mortgage debt and interest hereby intended to be secured, which taxes, water rents, public dues, charges and assessments, mortgage debt and interest, the said mortgagors, for themselves, their heirs, executors, administrators and assigns, hereby covenant to pay when legally payable.

And they also covenant to exhibit the receipted bills for the taxes, water rents, public dues, charges and assessments so paid whenever requested by said Mortgagee, its successors or assigns.

But if default be made in the payment of said money or the interest thereupon accrued, or 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 to be due and demandable, and it shall be lawful for the said The Baltimore Life Insurance Company of Baltimore City, its successors or assigns its 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 and 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 and assigns, and which sale shall be made in manner following, viz: upon twenty days notice of the time, place, and terms of sale, in some newspaper printed in Anne Arundel County aforesaid and in some newspaper printed in Baltimore City; 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 counsel or attorney's fee of fifty dollars, and a commission to the party making sale of said property equal

to the commission allowed Trustees for making sales of property by virtue of a decree by the Circuit Court for Anne Arundel County in Equity; secondly, to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage, whether the same shall have then matured or not, and the surplus, if any there be, shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or to whomsoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs 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 court costs and 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 commission to Trustees making sales under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commissions the said mortgagors for themselves, their heirs and assigns, do hereby covenant to pay; and the said Mortgagee 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 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 Robb-Combs further covenants and agrees to insure against loss by fire, and pending the existence of this mortgage to keep insured the improvements on the hereby mortgaged premises as directed by the said Mortgagee in a company or companies named by the said Mortgagee for at least Seven thousand dollars, and to cause every policy to be so framed or indorsed as in case of fire to inure to the benefit of the said Mortgagee to

the extent of its claim, and to deliver every policy to the said Mortgagee. And the said Robb Combs further covenants and agrees that no fire insurance shall be effected or remain in force on the hereby mortgaged property except as provided for herein, and in the event of any loss by fire, the insurance company or companies are hereby directed by the said Robb Combs to make payment for such loss to the said Mortgagee only and not to said mortgagors and Mortgagee jointly; such payment to the said Mortgagee shall be applied to the extinguishment of the principal, interest and expenses secured by this mortgage whether then due or not, and shall not exceed the amount payable under this mortgage, or such money so payable may, with the consent of the said Mortgagee, be applied to the repairing of the premises damaged.

Witness the hands and seals of the said Mortgagors.

Test:

Thomas A. Gatt.

Robb Combs (seal)

Mildred I. Combs (seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 26th day of August, 1920, before me, the subscriber, a Notary Public of the State of Maryland, residing in Anne Arundel County aforesaid, personally appeared Robb Combs and Mildred I. Combs, his wife, the above named mortgagors, and they each acknowledged the aforegoing mortgage to be their respective act.

Witness my hand and Notarial Seal.

Notary's Seal

Thomas A. Gatt,
Notary Public.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 26th day of August, 1920, before me, the subscriber, a Notary Public of the State of Maryland, residing in the County, aforesaid, personally appeared Brison G. Gatt, agent of the within named Mortgagee, and made oath in due form of law that the consideration stated in the aforegoing 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 Notarial Seal.

Notary's Seal

Thomas A. Gatt,
Notary Public.

For value received the Baltimore Life Insurance Company of Baltimore City herewith assigns the within mortgage and the mortgage debt thereby secured to (the State Capital Bank of) the Eastern Shore Trust Co. this 29th day of August, 1924.

Witness the corporate seal of the said the Baltimore Life Insurance Company of Baltimore City and the signature of Arthur R. German, the Second Vice President thereof.

Attest:
Henry W. Silmtrhers

The Baltimore Life Insurance Co.
of Baltimore City.
By Arthur R. German,
Second Vice President.

(Corporate Seal)

(Received for Record 18" day of Sept. 1924 at 3:30 P. M. and same day recorded in Liber W. N. W. No. 22 Fol. 318. Land Records of Anne Arundel County, Wm. N. Woodward, Clk.

For value received, (the State Capital Bank of) the Eastern Shore Trust Company, a body corporate, duly incorporated under the laws of the State of Maryland hereby assigns the within mortgage and the debt secured thereby to Winson G. Gatt, Assignee, for the purpose of foreclosure.

Witness the name of the said (State Capital Bank of) the Eastern Shore Trust Company, by the signature of its Vice-President, attested by the signature of its Assistant Cashier and by affixing its corporate seal this 9th day of September, 1924.

Attest:
U. J. Thompson,
Assistant Cashier.

(State Capital Bank of) the
Eastern Shore Trust Company,
By W. Meade Halladay,
Vice-President.

(Corporate Seal)

Received for Record 18" day of Sept, 1924 at 3:30 P. M. and same day recorded in Liber W. N. W. No. 22, Fol. 318, Land Records of Anne Arundel County,

Wm. N. Woodward, Clerk.

Attorney's Bond - Filed + approved 3" October, 1924.

Know all Men by these Presents, that we, Winson G. Gatt, as principal, and the Maryland Casualty Company, of Baltimore, Maryland, a body corporate, authorized by its charter to become surety on bonds, are held and firmly bound unto the State of Maryland in the full and just sum of Five thousand dollars ($5,000.00) 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 2nd day of October, 1924.

Whereas, the above bounden, Winson G. Gatt, by virtue of the power contained in a mortgage from Robb Combs and wife, dated the 24th day of August, 1920, recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 22, folio 315, the said mortgage having been assigned to the said Winson G. Gatt for the purpose 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, Winson G. Gatt, does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of 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 Ruby N. Chaney.
Countersigned: Winson G. Gatt, Attorney in Fact.

Winson G. Gatt, (seal)
The Maryland Casualty Company of Baltimore City, Maryland,
Chas. F. Lee of
By Charles F. Lee & Co.,
Agents.

Corporate Seal

Assignee's Report of Sale - Filed October 8 - 1924.

To the Honorable, the Judges of said Court:

The Report of Winson G. Gatt, Assignee of the Mortgage, filed in these proceedings, respectfully shows:- That, after giving bond, with approved security, and after giving notice of the time, place, manner and terms of sale, by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Annapolis, Anne Arundel County, Maryland, for more than three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door, in the City of Annapolis, Maryland, on Tuesday, October 7th, 1924, at

eleven o'clock A. M., and then and there proceeded to sell said property, mentioned in these proceedings:

All those two tracts of land situate on the south side of the Severn River, in the Second Election District of Anne Arundel County, Maryland, containing in the aggregate 2.48 acres of land, more or less; improved by a dwelling, tenant house and outbuildings. Being the same property which was conveyed to Jacob G. Rosenheim by Robb Combs and wife, by deed dated June 7, 1921, and recorded among the Land Records of Anne Arundel County in Liber W. N. N. No. 34, folio 206.

He offered said property and sold the same to Stephen S. Lee and Brooksie M. Lee, his wife, at and for the sum of Ten thousand dollars ($10,000.00), they being then and there the highest bidders for said property.

And the said Assignee files herewith a copy of said advertisement, Auctioneer's certificate and Purchaser's Agreement, all of which is respectfully submitted.

Minson G. Gatt, Assignee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 8th day of October, 1924, before me, a Deputy Clerk of the Circuit Court for Anne Arundel County, Maryland, personally appeared the within named Minson G. Gatt, Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

L. Grail Faulds,
Deputy Clerk of the Circuit
Court for A. A. Co., Maryland.

Handbill

Public sale of valuable property situate on the South side of Severn River, Second Election District of Anne Arundel County, Maryland.

Under and by virtue of a power of sale contained in a mortgage from Robb Combs and wife, dated the 24th day of August, 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N. N. No. 22, folio 315, and duly assigned to me on the 9th day of September, 1924, for the purpose of foreclosure default having occurred therein I will offer to Public sale at the Court House door in Annapolis, Maryland, on Tuesday, October 7, 1924 at 11 o'clock A. M., the following

property:

All those two tracts of land situate on the south side of the Severn River, in the Second Election District of Anne Arundel County, Maryland, containing in the aggregate 2.48 acres of land, more or less; improved by a dwelling, tenant house and outbuildings. Being the same property which was conveyed to Jacob G. Rosenheim by Robb Caubs and wife, by deed dated June 7, 1921, and recorded among the aforesaid Land Records in Liber N. N. N. No. 34, folio 206.

Terms of Sale:- Cash on ratification of the sale by the Court. A deposit of $1,000 will be required of the purchaser or purchasers on the day of sale. For further particulars, apply to

W. H. Moss, Auctioneer.

Wilson G. Gatt, Assignee
Lee Building, Annapolis, Md.

Auctioneer's Certificate

I hereby certify that I sold the within described property at Assignee's Sale on this 7th day of October, 1924 at eleven o'clock A. M., to Stephen S. Lee and Brookie H. Lee, his wife, at and for the sum of Ten thousand dollars ($10,000.00), they being then and there the highest bidders for the same.

Witness my hand and seal this 7th day of October, 1924.

Test: Ruby N. Chaney.

William H. Moss, (seal)
Auctioneer.

Purchasers Agreement.

We hereby certify that we purchased the property described on the attached advertisement from Wilson G. Gatt, Assignee, at the public sale held this 7th day of October, 1924 at and for the sum of Ten thousand dollars ($10,000.00), and we hereby agree to comply with the terms of the sale. Witness our hands and seals this 7th day of October, 1924.

Test: Ruby N. Chaney.

Stephen S. Lee (seal)
Brookie H. Lee (seal)

Order Nisi-

Ordered, this 8th day of October, 1924 that the sale of the property, mentioned in these proceedings, made and reported by Wilson G. Gatt, Assignee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the

10th day of November, 1924; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each week of three successive weeks before the 10th day of November, 1924.
The report states the amount of the sale to be Ten thousand dollars ($10,000.00).

Wm. N. Woodward, Clk.

Publisher's Certificate.

Annapolis, Md., Nov. 12, 1924.

We hereby certify, That the annexed advertisement Order Nisi in the Matter of the Sale of the Mortgaged Real Estate of Robb Combs and wife No. 4932 Equity in the Circuit Court for Anne Arundel county 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 3 successive weeks before the 10th day of November, 1924, the first insertion appearing on the 8th day of October, 1924.

The Capital Publishing Company.
By John L. Blecker,
Business Manager.

Order.

Ordered, by the Court, this 12th day of November, 1924, that the sale made and reported by Wilson G. Gatt, Assignee, as aforesaid, be, and the same is hereby Ratified and Confirmed, no cause to the contrary having been shown, and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A. J.

Auditor's Report and Account - Filed 20" March, 1925

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,

James N. Owens,
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Robb Cr.
Combs and wife in ac. with Wilson G. Gatt, Assignee.

To the Atty. for his commissions	$330	00			Oct. 7, 1924.		
Fee in mortgage	50	00	$380	00	By proceeds		
					of sale of		
To the Atty., for Court costs, viz:					Real estate	$10,000	00
" Plaintiff's Solicitor	10	00					
" Clerk of Court	12	75					
" Auditor	9	00					
" premium on bond, C. F. Lee & Co.	15	00	46	75			
To the Atty. for his expenses, viz:							
" advertising, & Order Nisi	21	00					
" Auctioneer	25	00	46	00			
To the Atty. for taxes, viz:							
" State & County taxes, 1924			115	95			
To the State Capital Bank, Assignee							
In full of mortgage debt							
and interest as per statement filed			5187	50			
To balance due Jacob G.							
Rosenheim, owner			4223	80			
			$10,000	00		$10,000	00

Final Order.

Ordered by the Court, this 17th day of May, 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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.

Emily M. Hamps Zapp
vs.
Emily M. Hamps Zapp, next friend of August Hamps, Jr., Rosalie Hamps, and Katherine F. Hamps, infants, and George A. Zapp.

No. 4602 Equity.
In the Circuit Court for Anne Arundel County.

Bill of Complaint and one Exhibit - Filed Nov. 9, 1921.

To the Honorable, the Judges of said Court:

The Bill of Complaint of Emily M. Hamps Zapp, respectfully shows:-

First: That August Hamps, late of Anne Arundel County, deceased, departed this life on or about the 1st. day of March, 1919, intestate, seized and possessed of two lots of ground situate on the southeast side of Chester Avenue Extended, adjacent to the village of Eastport, Anne Arundel County, Maryland, with a frontage of 100 feet and an irregular depth to the waters of Back Creek, designated as lots Nos. 5 and 6 of Block "J" on the plat of the property of William H. Burns, which were conveyed to the said August Hamps by the said William H. Burns and wife, by deed dated the 19th day of June, 1911, recorded among the Land Records of Anne Arundel County in Liber G. H. No. 87, folio 40; a certified copy of said deed is filed herewith, and prayed to be made a part hereof, marked "Plaintiff's Exhibit No. 1".

Second: That the said August Hamps left surviving him your complainant, the said Emily M. Zapp, nee Hamps, his widow, and August Hamps, Jr., Rosalie Hamps and Katherine F. Hamps, aged fifteen, ten and five years, respectively, all infants, his children and only heirs-at-law, all now residing at No. 86 First Street, Eastport, Maryland.

Third: That the said lots are vacant and are therefore producing no income, and it would be for the benefit and advantage of the parties to this cause, and especially the said infants, to sell said lots and distribute the proceeds thereof to the said parties hereto, or to invest said infants' share in some other productive property or fund for their benefit.

Fourth: That the said George A. Zapp is the hus-

hand of the plaintiff, the said Emily M. Klamps Zapp, they having been married the 17th day of May, 1920.
Fifth: That no letters of administration have been taken out upon the personal estate of the said August Klamps and your petitioner believes that notice should be given, by proper advertisement, to the creditors of the said August Klamps, to file their claims, if there be any, with the Trustee, or Trustees, hereafter to be appointed in this case, to make sale of said property, within a certain time to be fixed by this Honorable Court.
To the end Therefore:-
1. That a decree may be passed for the sale of said real estate.
2. That the proceeds of the sale may be distributed among the parties hereto, according to their respective rights and interests, and the share of the said infants be invested under the authority of this Court.
3. That your petitioner may have such other and further relief as her case may require.
May it please your Honors to grant unto your petitioner the writ of subpoena, to be directed to the said August Klamps, Jr., Rosalie Klamps and Katherine F. Klamps, all infants, and the said George A. Zapp, all residing at No. 86 First Street, Eastport, Maryland, 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, as in duty bound, etc.

Wilson G. Gatt,
Solicitor for Plaintiff.

Summons.
Maryland, Sct:
The State of Maryland
To August Klamps Jr., Rosalie Klamps and Katherine F. Klamps, infants of Anne Arundel County, Greeting:
You are Hereby Commanded, 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 December next, to answer the complaint of Emily M. Klamps Zapp 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 7" day of November, 1921.
Issued 9" day of November, 1921.

Circuit Court Seal

Wm. N. Woodward,
Clerk.

Take Notice:- That you are required to file your answer or other defense in this case in the Clerk's office within fifteen days from the return day, which return day is Monday, the 5 day of December, 1921.
(Gatt) Returnable 1" Monday Dec. 1921.
Summoned by service on Mrs. Emily M. Clamp Zapp Guardian of above defendants.

Thomas S. Clone, Sheriff.

Maryland, Set:

The State of Maryland

To Geo. A. Zapp of Anne Arundel County, Greeting:
You are Hereby Commanded, 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 December next, to answer the complaint of Emily M. Clamps Zapp 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 7" day of Nov. 1921.
Issued 9" day of November, 1921.

Circuit Court Seal

Wm. N. Woodward,
Clerk.

Take Notice: That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is Monday, the 5 day of Dec. 1921
Returnable 1" Monday Dec. 1921.
"Summoned and Copy left."

Thomas S. Clone, Sheriff.

Petition to take Testimony, with Order of Court thereon.
Filed 13" August, 1923.
To the Honorable, the Judges of said Court:
The petition of Emily M. Clamps Zapp, the plaintiff in this case, respectfully shows:-
That she desires to take testimony in this case and prays that leave be granted her to do so before one of the standing Examiners of this Court.

And as in duty bound, etc.

Wilson G. Gatt,
Solicitor for Petitioner.

Order of Court.

Ordered, this 13th day of August, 1923, by the Circuit Court for Anne Arundel County, in Equity, that leave be granted to the parties to this cause to take testimony, as prayed, before one of the standing Examiners of this Court.

Robert Moss, A. J.

Petition to appoint Guardian ad litem, with Order of Court thereon. - Filed 18 Sept. 1923.

To the Honorable, the Judges of said Court:

The petition of the above-named plaintiff respectfully shows:-

That August Klamps, Jr., Rosalie Klamps and Katherine F. Klamps, infant defendants in this case, having been duly returned summoned, but being under the age of twenty-one years they are advised that they cannot answer and defend this suit for themselves.

Your petitioner, therefore, prays your Honors to appoint a guardian ad litem, to appear and answer for the said infant defendants.

And, as in duty bound, etc.

Wilson G. Gatt.
Solicitor for Plaintiff.

Order of Court.

Ordered, this 18th day of September, 1923, upon the aforegoing petition, by the Circuit Court for Anne Arundel County, in Equity, that Thomas Gatt be, and he is hereby, appointed guardian ad litem, to appear and answer for August Klamps, Jr., Rosalie Klamps and Katherine F. Klamps, the infant defendants in this case, and said answer when filed to be filed as of the date of Aug. 13th, 1923.

Robert Moss, A. J.

Answer of Infant Defendants, by Guardian ad litem, to Bill of Complaint. - Filed 19 Sept. 1923.

To the Honorable, the Judges of said Court:

The answer of August Klamps, Jr., Rosalie Klamps and Katherine F. Klamps, the infant defendants in this case, by Thomas A. Gatt, their Guardian ad

litem, duly appointed by an order of this Court, to the Bill of Complaint of Emily M. Hamps Zapp against them and others, filed in these proceedings, respectfully shows:-

That these defendants, being under the age of twenty one years, cannot admit any of the allegations of the said Bill, and, therefore, submit their rights therein to the protection of this Court.

And, as in duty bound, etc.

Thomas C. Gatt,
Guardian ad litem.

Testimony - Filed 11th Feby. 1924.

The Examiner, in accordance with an order passed by the Court on the 13th of August, 1923, and filed in this case, the witnesses being duly sworn, proceeded to take testimony herein, and attended at the office of Winson G. Gatt, in the City of Annapolis, on Tuesday, August 21, 1923, when the following testimony was taken:

Present:

Winson G. Gatt, Solicitor for Plaintiff.
George E. Pullman, Examiner
Ruby Westphal Chaney, Stenographer.
Thomas C. Gatt, Guardian ad litem.

Emily M. Hamps Zapp, the plaintiff in this case, of lawful age, after being duly sworn deposeth and says:

Q. 1. State your name, residence and occupation?

A. Emily May Hamps Zapp, Chesapeake Avenue, Eastport, housewife.

Q. 2. You are the party bringing this suit?

A. Yes, sir.

Q. 3. Who was August Hamps?

A. My husband and the father of my three children: August Hamps, Jr., Rosalie Hamps and Katherine Hamps.

Q. 4. Who is George A. Zapp?

A. My second husband.

Q. 5. Is your first husband dead, and if so, when did he die?

A. He is dead. He died March 1, 1919.

Q. 6. How many children did he leave?

A. Three children, as I stated above.

Q. 7. Can you give me the ages of the children?

A. August is seventeen, Rosalie eleven and Katherine is seven years old.

Q. 8. Did Mr. Hamps leave any Will that you know of?
A. No, sir, no will that I know of.
Q. 9. What property, if any, did he own at the time of his death?
A. Two lots of ground in Eastport.
Q. 10. On what street are they located?
A. Chester Avenue Extended.
Q. 11. Look at the paper I now hand you and tell me what it is.
A. It is the deed of the lots that my husband owned.
Q. 12. Is this property improved or vacant?
A. It is vacant.
Q. 13. Do you or not think it would best for these lots to be sold and the property thereof invested for the children?
A. Yes, sir.
Q. 14. What do you think these two lots are worth?
A. I think they are worth $5-00.00 each.
Q. 15. Did you take out any Letters of Administration on your Husband's estate?
A. No, sir.
Q. 16. Were any Letters out that you know of?
A. No, sir.

To the general question under the rule the witness answered:

That is all.

Emily M. Hamps Zapp

Mrs. Elizabeth Kramer, a witness, of lawful age, on behalf of the plaintiff, after being duly sworn, deposeth and says:

Q. 1. State your name, residence and occupation?
A. Mrs. Elizabeth Kramer, 69 West Street, Annapolis, Maryland, housewife.
Q. 2. Do you know the parties to this suit that is Mrs. Zapp, her children and her husband?
A. I know all of them except her husband. I do not know Mr. Zapp. I know the children well.
Q. 3. Did you know the late August Hamps?
A. Yes, sir. I knew him well.
Q. 4. You knew that they were married?
A. Yes, sir.
Q. 5. Is Mr. August Hamps dead?
A. Yes, sir.
Q. 6. Do you recall about the time he died?

A. Not exactly, but I was at his funeral.
Q. 7. Do you know how old the children are?
A. I do not know how old they are, but I know they are all under age. I was God-Mother for the second one, Rosalie.
Q. 8. Do you know of the property that Mrs. Zapp has just testified about?
A. Yes, I use to hear Mr. Klamps speak about it.
Q. 9. Have you ever seen it?
A. No. I do not know exactly where it is, but I understand about where the location is.
To the general question under the rule the witness answers:
That is all.

Elizabeth A. Kramer

Charles F. Lee, a witness, of lawful age, on behalf of the plaintiff, after being duly sworn, deposeth and says:-
Q. 1. State your name, residence and occupation?
A. Charles F. Lee, Annapolis, Maryland, Realtor.
Q. 2. Do you know the parties to this suit?
A. No.
Q. 3. Do you know where the property is located that Mr. August Klamps bought from Mr. Burns and wife on Chester Avenue, Eastport?
A. Yes.
Q. 4. Are you acquainted with values of property in Eastport? A. I am.
Q. 5. In your opinion, what are these two lots worth?
A. The lots being unimproved, I think they are worth approximately $650.00.
Q. 6. Do you or not think it would be for the best interest of the parties concerned to sell these lots and hand the money invested for the benefit of the infant children?
A. I do.
To the general question under the rule, the witness answers:
No.

Charles F. Lee

Samuel A. Jones, a witness of lawful age, on behalf of the plaintiff, after being duly sworn, deposeth and says:
Q. 1. State your name, residence and occupation?
A. Samuel A. Jones, 81 Severn Avenue, Eastport, at present

unemployed, but was formerly a Police Officer.
Q. 2. Do you know the parties to this suit?
A. Yes.
Q. 3. Did you know Mr. August Hamps?
A. Yes sir.
Q. 4. Is he dead or living?
A. He is dead.
Q. 5. Do you know what family he left?
A. Yes, sir, - three children, a boy and two girls, and a widow, Mrs. Emily Hamps who has since married.
Q. 6. Are the children under age?
A. Yes, sir.
Q. 7. Do you know whether Mr. Hamps left any property or not?
A. Only those two lots situated on Chester Avenue, Eastport.
Q. 8. Are you acquainted with real estate values in Eastport?
A. Yes.
Q. 9. Have you sold any property in Eastport?
A. Yes. I sold two houses inside of two months and have also sold some lots as agent, for the last six or seven years.
Q. 10. In your opinion what are these lots worth of Mr. Hamps? A. $650.00.
Q. 11. Do you or not think it would be to the best interest of the parties concerned to sell these lots and invest the money for the infants?
A. I do, as I think they are very much in need.
To the general question under the rule, the witness answers:-
I think these lots should be sold because by the time the taxes are paid and the children become of age, there wont be anything left for them, as the children are quite young.

Samuel A. Jones.

There being no other witnesses to be examined and no further time being desired by the parties hereto, the within testimony is herewith closed and returned to the Court this 11th day of February, 1924.

George E. Bullman (seal)
Examiner.

"Plaintiff's Exhibit No. 1" - Filed 11th February, 1924.

This Deed made this 19th day of June in the year Nineteen hundred and eleven by and between William H. Burns and Sarah M. Burns his wife of the first part and August Hamps of the sec-

and part all of Anne Arundel County in the State of Maryland, Witnesseth:

That for and in Consideration of the sum of Ten Dollars current money in hand paid by the said August Klamps to the said parties of the first part at or before the execution and delivery of these presents the receipt whereof is hereby acknowledged, and for divers other good and valuable considerations them thereunto moving, the said William H. Burns and Sarah M. Burns his wife have bargained and sold and by these presents do grant and convey unto the said August Klamps his heirs and assigns in fee simple, All those lots, pieces or parcels of ground situate lying and being in the Second Election District of Anne Arundel County aforesaid adjacent to the village of Eastport, located on the South East side of Chester Avenue as extended from Eastport and described as follows, that is to say,

Beginning for the same at a point on the South East side of Chester Avenue, distant two hundred feet in a South West direction from the South corner of State Street and said Chester Avenue, and running thence with the South East side of Chester Avenue in a South West direction for the distance of one hundred feet, thence in a South East direction and at right angles to Chester Avenue for the distance of one hundred and twenty feet more or less to the waters of Back Creek, thence with the waters of Back Creek in a Easterly direction one hundred feet more or less to meet a line drawn at right angles to Chester Avenue from the beginning point in a South West direction, thence with the line drawn at right angles to Chester Avenue from the beginning point in a North West direction for the distance of one hundred and fifty three feet more or less to the point of beginning, designated as Lots Numbers five and six (5, 6) of Block "F" on a plat of the property of said William H. Burns—

Being a part of the tract of land conveyed to said William H. Burns by Henry Rockwood and wife by deed dated on the thirty first day of May in the year Eighteen hundred and ninety four and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 47 folio 185, etc.

Together with the buildings and improvements thereupon erected made or being and all and every the rights, roads, ways, waters, privileges appurtenances and advantages to the same belonging or in anywise appertaining To Have and To Hold the above described property with its appurtenances unto and to the proper use and benefit of him the said August Hamps his heirs and assigns in fee simple.

Witness the hands and seals of the above named grantors on the day and in the year first above written.

Test: Wm. H. Burns (seal)

Elizabeth A. Rehn. Sarah M. Burns (seal)

State of Maryland, Anne Arundel County, Set;

I hereby certify that on this 19th day of June in the year Nineteen hundred and eleven before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid personally appeared the above named William H. Burns and Sarah M. Burns his wife and acknowledged the aforegoing deed to be their act and deed. Witness my hand and Seal Notarial.

Notarial seal

Elizabeth A. Rehn,
Notary Public.

Recorded 20th June, 1911 at 10 A. M.

State of Maryland, Anne Arundel County, Set.

I Hereby Certify, That the aforegoing Deed is truly taken and copied from Liber G. H. No. 87, folio 40, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereunto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 11th day of Feby. 1924.

Circuit Court seal

Frank S. Revell,
Clerk.

Decree for Sale - Filed 26th Feby. 1924.

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

It is thereupon this 26th day of February, 1924, by the Circuit Court for Anne Arundel County, Ordered and Decreed that the property mentioned in these proceedings be sold; that Winson G. Gatt 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 ($1000.00), conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he is then to proceed to make said sale, having given 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 the balance in six months, or all cash at the option of the purchaser, or purchasers, 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, 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 said property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, the plaintiff 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 commissions 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 it is further Adjudged, Ordered and Decreed that the said Trustee give at least thirty days' notice to the creditors having bills against the Estate of August Klamp, to file the same, duly authenticated, with the Clerk of the Circuit Court for Anne Arundel County. Robert Ross, A.J.

Trustee's Bond - Filed and approved - 18 March, 1924.

Know all Men by these Presents, That we, Winson G. Gatt, 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 One thousand dollars ($1,000.00), to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, 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 Mch, 1924.

Whereas, the above bounden, Winson G. Gatt, by virtue of a decree of the Circuit Court for Anne Arundel County, has been appointed Trustee to sell certain real estate mentioned in the proceedings in the case of Emily M. Ramps Zapp versus Emily M. Ramps Zapp, et al, No. 7602 Equity, in said Court depending.

Now the Condition of the above obligation is such, that if the above bounden, Winson G. Gatt, does 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 in the presence of Virginia Townshend

Winson G. Gatt (seal)

The Maryland Casualty Company of Baltimore, Chas. F. Lee of By Chas. F. Lee & Co. Agents.

Corporate seal

Countersigned: Winson G. Gatt, Attorney-in-Fact.

Contract of Sale - Filed March 29 - 1926.

This Agreement made this 19th day of March, 1926, by and between Winson G. Gatt, Trustee, party of the first part, and William H. Lewis and Minnie J. Lewis, his wife, parties of the second part, of Anne Arundel County, Maryland, Witnesseth:-

That the said party of the first part does hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former,

All those two lots of ground situate on the south

east side of Chester Avenue, in the Village of Eastport, Second Election District of Anne Arundel County, Maryland, with a frontage on said Avenue of 100 feet and an irregular depth therefrom to the waters of Back Creek designated as lots Nos. 5 and 6 of Block "F" on a plat of the property of William H. Burns. Being the lots of ground described in an Equity proceeding, now pending in the Circuit Court for Anne Arundel County, known as No. 4602 Equity, entitled "Emily M. Hamps Zapp versus Emily M. Hamps Zapp, et al".

At and for the price of Six hundred dollars ($600.00), of which Twenty-five dollars ($25.00) having been paid prior to the signing hereof, and the balance to be paid in cash upon ratification of the sale by the Court. And upon the ratification of said sale, and the payment as above of the unpaid purchase money a deed for the property shall be executed at the vendees' expense by the vendor, which shall convey the property by a good and merchantable title to the vendees, clear of encumbrances. Taxes to be adjusted to the day of transfer.

Test: Winson G. Gatt (seal)
Ruby M. Chaney. William H. Lewis (seal)
Minnie J. Lewis (seal)

Trustee's Report of Sale. Filed March 29- 1926.

To the Honorable, the Judges of said Court:

The Report of Winson G. Gatt, Trustee, appointed by a Decree of this Court, passed in the above entitled cause, dated the 26th day of February, 1924, to make sale of certain real estate therein mentioned, respectfully shows:-

That after giving bond with approved 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 Evening Capital, a daily newspaper published in the City of Annapolis, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door, in said City, on the day of March, 1924, at eleven o'clock A.M., and then and there proceeded to sell said property in the manner following:

Your Trustee offered at public sale to the highest bidder the property mentioned in said decree, situate in the village of Eastport, Second Election District of Anne Arundel County, Maryland, on the southeast side of Chester Avenue, with a frontage thereon of 100 feet and an irregular depth therefrom to the waters of Black Creek designated as lots Nos. 5 and 6 of Block "F" on a plat of the property of William H. Burns, but withdrew the same for want of a sufficient bid.

That since he offered said property at public sale, as above mentioned, he has been trying to sell the same at private sale, and on the 19th day of March, 1926, he received an offer for said property from William H. Lewis and Minnie J. Lewis, his wife, of Six hundred dollars ($600.00), of which Twenty five dollars ($25.00) have been paid as a deposit and the balance to be paid in cash upon the ratification of the sale by the Court, as shown by a contract of sale hereto attached and made a part hereof.

Your Trustee has made inquiry and has been informed that this is a fair price for this property at this time.

And, as in duty bound, etc.

Winson G. Gatt,
Trustee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 29th day of March, 1926, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Winson G. Gatt, Trustee, as aforesaid, and made oath in due form of law that the matters and facts stated in the aforegoing Report are true, to the best of his knowledge and belief.

Witness my hand and notarial seal.

Notarial Seal

Ruby N. Chaney.
Notary Public.

Order Nisi.

Ordered, this 29th day of March, 1926, that the sale of the property, mentioned in these proceedings, made and reported by Winson G. Gatt, Trustee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 30th day of April, 1926;

Provided a copy of this order be inserted in some

newspaper published in Anne Arundel County once in each week of three successive weeks before the 30th day of April, 1926.

The report states the amount of the sale to be Six hundred dollars ($600.00).

Wm. Martin Brady, Clk.

Publisher's Certificate.

Annapolis, Md., April 15, 1926.

We hereby certify, that the annexed advertisement Order Nisi - ~~Ordd.~~ Equity No. 4602 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 Thirtieth day of April the first insertion appearing on the Thirtieth day of March, 1926.

The Capital Publishing Company,
By H. G. Carroll (L.C.) Mgr.

Order -

Ordered, by the Court, this 1st. day of May, 1926, that the sale made and reported by Winton G. Gott, Trustee, aforesaid, be, and the same is, hereby Ratified and Confirmed, no cause to the contrary having been shown, and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A. J.

Auditor's Report and Account - Filed May 25th, 1926.

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,

James N. Owens,
Auditor.

Dr. Emily M. Hamps Zapp vs. Emily M. Hamps Zapp, et al Cr.
in ac. with Nelson G. Gatt, Trustee,

To the Trustee, for his commissions			$ 39	00	March 19-1926		
					By proceeds		
To the Trustee, for Court costs, viz:					of sale of real		
" Plaintiff's Solicitor	$ 10	00			estate	$ 600	00
" Clerk of Court	16	55					
" Sheriff, (Hove)	1	20					
" Examiner (G. E. R.)	4	00					
" Stenographer (R. N. C.)	3	90					
" Guardian ad litem (J. A. G.)	4	00					
" Auditor	4	50					
" Notary fee, report of sale		25	44	40			
To the Trustee, for expenses, viz:							
" premium on bond (C. F. L.)	15	00					
" publishing Order Nisi (E. L.)	5	00	20	00			
To the Trustee, for taxes, viz:							
To 1925 County + State taxes			9	65			
To this bal. for distribution,			486	95			
			$ 600	00		$ 600	00
To this balance for distribution			$ 486	95			
" Emily M. Hamps Zapp, widow, 1/3	$ 162	32					
" August Hamps, Jr. 1/3 of bal.	108	21					
" Rosalie Hamps, 1/3 of balance	108	21					
" Katherine F. Hamps, 1/3 of balance	108	21					
	$ 486	95	$ 486	95			

Final Order.

Ordered by the Court, this 17th day of May, 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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 Edmund C. Schuchhardt and Wife and George J. Grimmel.

No. 5156 - Equity.
In the Circuit Court for Anne Arundel County.

Mr. Clerk:

Please docket this suit and file original mortgage

Winfred G. Scott,
Attorney named in Mortgage.

Filed 3rd June, 1926.

Mortgage - Filed 3rd June, 1926.

This Mortgage, made this thirteenth day of March, in the year nineteen hundred and twenty-five, by and between Edmund C. Schuchhardt, Genevieve C. Schuchhardt, his wife, and George J. Grimmel, unmarried, parties of the first part, and the United States Mortgage and Title Company, Incorporated, duly incorporated under the laws of the State of Delaware, party of the second part, Witnesseth:

Whereas, the said parties of the first part have borrowed from the said party of the second part the sum of Two thousand dollars ($2000.00), and to secure the prompt payment thereof the said parties of the first part have given unto the said party of the second part their promissory note, of even date herewith, for said amount, to be repaid in monthly instalments of Forty dollars ($40.00) each, which amount shall include taxes, water rent, if any, and interest: the said taxes, water rent and interest to be first deducted and the balance each month to be applied on the principal, and

Whereas, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose of securing the prompt payment of said note, or any and all renewals thereof, or substitutes therefor, at the time limited for the payment of the same,

Now, Therefore, This Mortgage Witnesseth:- That for and in consideration of the premises, and the sum of One dollar ($1.00), paid by the said party of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, its

successors and assigns,

All those two lots of ground situate on Cypress Creek, in the Third Election District of Anne Arundel County, Maryland, on the northwest side of Oak Road, with a frontage thereon of 50 feet and running back to the shore line of said Cypress Creek, designated as lots Nos. 5 and 6 in Square "B" on the plat of "Oak Grove", made by Hall and Carr, Surveyors, Annapolis, Md., May, 1923, which plat is recorded in Plat Book N. N. N. No. 2, folio 68, of Anne Arundel County. Said lots of ground being improved by a five room bungalow. Being the property which was conveyed to the said Edmund P. Schuchhardt and George J. Grimmel by William L. Strunsky, unmarried, by deed of even date herewith, which said deed is intended to be recorded prior to or with this mortgage among the Land Records of Anne Arundel County, and being a portion of the property which was conveyed to the said William L. Strunsky by George B. Stinchcomb and wife, by deed dated the 5th day of June, 1923, and recorded among the aforesaid Land Records in Liber N. N. N. No. 68, folio 105.

The said parties of the first part hereby agree to make the following improvements on said property within ninety days from the date hereof: All porches on said bungalow to be screened; shower to be installed and cement floor laid for same; toilet and septic tank to be installed; water up including installation of water pump complete; electric fixtures installed, and outlet now provided.

Together with the buildings and improvements thereon 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 the said party of the second part, its successors and assigns, forever.

Provided, that if the said parties of the first part, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Two thousand 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 mort-

gage shall be void.
And it is agreed that, until default be made in the premises, the said parties of the first part, their heirs or assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said parties of the first part, 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 in any part 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 party of the second part, its successors or assigns, or Wilmon G. Gatt, 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 Fifty 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 been matured or not, and the surplus

(if any there be) shall be paid to the said Mortgagors, their heirs, 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, themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors, or assigns, or Winson S Gott, its 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, costs, expenses and commission.

And the said parties of the first part, for themselves their 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 Mortgagee, its successors, and assigns, the improvements on the hereby mortgaged land to the amount of at least Two thousand Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee, its successors, and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors, and assigns.

Witness the hands and seals of the said Mortgagors,

Test:

Helen L Harkins

Edmund C. Schuchhardt (Seal)
Genevieve C. Schuchhardt (Seal)
George J. Grimmel (Seal)

State of Maryland, Baltimore City To Wit:

I Hereby Certify, that on this thirteenth day of March, in the year nineteen hundred and twenty-five, before me, the Subscriber, a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared Edmund C. Schuchhardt, Genevieve C. Schuchhardt, his wife, and George J. Grimmel, unmarried, the Mortgagors named in the aforegoing Mortgage and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George McJ. White, Treasurer of the United States Mortgage and Title Company, Incorporated, 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; also that he is Treasurer of said Company and is duly authorized to make this affidavit.

Witness my hand and notarial seal.

Notary Seal

Helen L. Harkins
Notary Public.

Attorney's Bond - Filed June 3, 1926.

Know All Men by These Presents, that we Winson G. Gott, as principal, and the Maryland Casualty Company of Baltimore, Maryland, a body corporate, authorized to its Charter to become surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-five hundred dollars ($2500.00), to be paid to the said State, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed With Our Seals and Dated this 24th Day of May, 1926.

Whereas, the above bounden, Winson G. Gott, by virtue of the power contained in a mortgage from Edmund C. Schuchhardt and wife and George J. Grimmel, dated the 13th day of March, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. H. W. No. 83, folio 351, 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, Winson G. Gott, does and shall

well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of 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
Ruby W. Chaney

Winson G. Gott (Seal)
The Maryland Casualty Company of Baltimore City, Maryland
By Chas. F. Lee of Chas. F. Lee and Company Agents.

Corporate seal

Countersigned
Winson G. Gott.
Attorney-in-Fact.

Attorney's Report of Sale - Filed June 9-1926.

To the Honorable, The Judges of the Said Court:-

The report of Winson G. Gott, the Attorney named in the mortgage, filed in these proceedings, to make sale of the property mentioned therein, respectfully shows:-

That, after giving bond, with approved security, and after giving notice of the time, place, manner and terms of sale, by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Annapolis Anne Arundel County, Maryland, for at least twenty days before the day of sale, and also by handbills posted up at the Court House door, and other conspicuous places, he did, pursuant to said notice, attend at the Court House door, in the City of Annapolis, Maryland, on Tuesday, June 8th, 1926, at eleven o'clock A.M., and then and there proceeded to sell said property, mentioned in these proceedings:-

All those two lots of ground, improved by a modern one story frame bungalow, having a living room, kitchen, three bedrooms and bath equipped with electric lights, open fireplace, situate on Cypress Creek, in the Third Election District of Anne Arundel County, Maryland, on the northwest side of Oak Road, with a frontage thereon of 50 feet and running back to the shore line of said Cypress Creek, designated as lots Nos. 5 and 6 in Square "C" on the plat of "Oak Grove", made by Hall and Carr, Surveyors, Annapolis, Md., May, 1923, which plat is recorded in Plat Book W.M.W. No. 2, folio 68, of Anne Arundel County. Being the lots of ground which were conveyed to the said Edmund C. Schuchhardt and George J. Simmel, by William L. Strunsky, unmarried, by deed dated the 13th day of March, 1925, and recorded among the Land

Records of Anne Arundel County in Liber W. N. W. No. 83, folio 361.
He offered said property and sold the same to the United States Mortgage and Title Company, the mortgagee, at and for the sum of Two thousand and forty dollars ($2,040.00), it being then and there the highest bidder for said property.
And the said Attorney files herewith a copy of said advertisement, Auctioneer's certificate and purchaser's agreement, all of which is respectfully submitted.

Winsor G. Gott
Attorney named in said Mortgage.

State of Maryland, Anne Arundel County, To-Wit:-
I hereby certify, that on this 8th day of June, 1926, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the within named Winsor G. Gott, Attorney, and made oath in due form of law that the matters and things stated in the aforegoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.
Witness my hand and notarial seal

Ruby W. Chaney
Notary Public

Notary seal

Handbill.

William H. Moss, Auctioneer.

Mortgagee's Sale of valuable water front property situate on Cypress Creek, Third Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from Edmund R. Schuchhardt and wife to George J. Grimmel, dated the 13th day of March, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 83, folio 351, I will offer to Public Sale at the Court House door, in the City of Annapolis, Maryland, on Tues. June 8, 1926 at 11 o'clock A. M., the following property:

All those two lots of ground, improved by a modern one-story frame bungalow, having a living room, kitchen, three bedrooms and bath, equipped with electric lights and open fireplace, situate on Cypress Creek in the Third Election District of Anne Arundel County, Maryland, on the northwest side of Oak road, with a frontage thereon of 50 feet and running back to the shore line of said Cypress Creek, designated as Lots Nos. 5 and 6 in Square "C" on the plat of "Oak Grove", made by Hall and Carr, Surveyors,

Annapolis, Md., May, 1923, which plat is recorded in Plat Book N. N. N. No. 2, folio 68, of Anne Arundel County. Being the lots of ground which were conveyed to the said Edmund R. Schuchhardt and George J. Grimmel by William L. Strunsky, unmarried, by deed dated the 13th day of March, 1925 and recorded among the aforesaid Land Records in Liber N. N. N. No. 83, folio 361.

Terms of Sale: Cash on ratification of the sale by the Court. A deposit of $5.00 will be required of the purchaser or purchasers on the day of sale; deferred payment to bear interest at the rate of six per cent, per annum.

For further particulars, apply to

Winson G. Gatt,
Attorney named in Mortgage.

Auctioneer's Certificate.

I hereby certify that I sold the within described property at Mortgagee's Sale on this 8th day of June, 1926, to the United States Mortgage and Title Company, at and for the sum of Two thousand and forty dollars ($2,040.00), it being then and there the highest bidder for the same; and I further certify that the sale was fairly made.

Witness my hand and seal this 8th day of June, 1926.

Test: _____ William H. Moss, (Seal)

Purchaser's Agreement.

We hereby certify that we purchased the within described property at Mortgagee's Sale from Winson G. Gatt, Attorney, on this 8th day of June, 1926, at and for the sum of Two thousand and forty dollars ($2,040.00), and we hereby agree to comply with the terms of sale.

United States Mortgage & Title Co.
By N. Vernon Hipsley.

Order Nisi.

Ordered, this 9th day of June, 1926, that the sale, of the property, mentioned in these proceedings, made and reported by Winson G. Gatt, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 10th day of July, 1926; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each week of three successive weeks before the 10th day of July, 1926.

The report states the amount of the sale to be

Two thousand and forty dollars ($2,040.00).

Wm. Martin Brady, Clerk.

Publisher's Certificate.

Annapolis, Md., July 12, 1926.

We hereby certify, that the annexed Order Nisi. Schuchardt + wife, Equity No. 5156 was published in The Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for Three successive weeks before the Tenth day of July, 1926. The first insertion being made the Seventeenth day of June, 1926.

The Capital Publishing Company
By L. F. Clos.

Ordered, by the Court, this 15th day of July, 1926, that the Sale made and reported by Nixson G. Gott, Attorney aforesaid, be, and the same, is hereby Ratified and Confirmed, no cause to the contrary having been shown, 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 and Account. Filed 15th September, 1926.

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.

James N. Owens,
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Edmund C. Schuchhardt and wife, et al. in ac. with Wilson G. Gatt, Attorney. Cr.

To the Attorney, for his commissions	$ 94	00			June 8-1926		
To the Attorney, for fee in mortgage	50	00	$ 144	00	By proceeds of sale of real estate	$ 2040	00
To the Attorney, for Court costs, viz:							
" Plaintiff's Solicitor	10	00					
" Clerk of Court	10	80					
" Auditor	9	00	29	80			
To the Attorney, for his expenses, viz:							
" premium on bond, C. F. Lee & Co.	10	00					
" advertising and handbills, C. G.	23	00					
" Order Nisi	5	00					
" Auctioneer	16	00					
" Notary fee		50					
" Insurance premium	21	60	76	10			
To the Attorney, for taxes, viz:							
" 1925 County & State taxes			32	65			
To the United States Mortgage & Title Co., Mortgagee, on acct. of mtge. claim			1757	45			
			$ 2040	00		$ 2040	00
To mortgage debt, as per statement filed,			$ 1815	00			
By amount allowed, supra			1757	45			
Balance due mortgagee			$ 57	55			

Final Order -

Ordered by the Court, this 17th day of May, 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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 Gustav R. Zang and Mary N. Zang, his wife.

No. 5158 Equity.
In the Circuit Court for Anne Arundel County.

Docket this case and file original Mortgage.
B. R. Anderson,
Plaintiffs Attorney.

Filed June 15 - 1926.

Mortgage - Filed June 15th - 1926.

This Mortgage, Made this third day of May in the year one thousand nine hundred and twenty two, between Gustav R. Zang and Mary N. Zang, his wife, of the county of Anne Arundel in the State of Maryland, Mortgagors, and the United Building and Loan Association of Glenburnie, Incorporated, a body corporate, duly incorporated, Mortgagee. Whereas the said Mortgagors being members of the said body corporate, have received therefrom an advance of Twenty-six Hundred Dollars on twenty shares of its stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

Now, Therefore, This Mortgage Witnesseth, That in consideration of the premises and of one dollar, the said Gustav R. Zang and Mary N. Zang, his wife, do grant unto the United Building and Loan Association of Glenburnie, Incorporated, its successors and its assigns, all those several lots of ground situate and lying in the County aforesaid, and described as follows:

Being Lots Nos. 14, 15, 16, 36, 37 and 38, in Block 16, on the plat of Pasadena, recorded among the Land Records of Anne Arundel County in Liber S.H. No. 39, folio 103.

Being the same six lots of ground described in a deed of even date herewith from Joseph H. Groh and Ethel M. Groh, his wife, said deed to be recorded among the Land Records of Anne Arundel County prior hereto.

Together with the improvements thereon and the rights and appurtenances thereto belonging or appertaining.

To Have and to Hold the said lots of ground and premises unto the said United Building and Loan Association of Glenburnie, Incorporated, and its assigns in fee simple.

If, However, the said Mortgagors shall make the payments and perform the covenants on their part here-

in contained, then this Mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the said United Building and Loan Association of Glenburnie, Incorporated, and its assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, or its assigns, at the regular weekly meeting twenty five cents as dues and fifteen cents as interest on each of said twenty shares of stock, and to continue said payments until the said twenty shares shall be fully paid, provided that a reduction of fifteen cents in said weekly interest be made upon the complete payment of each share as aforesaid, also to pay all taxes for which the property hereby mortgaged may become liable, when payable: also to pay all fines that may be imposed on them by the said Mortgagee in accordance with its act of incorporation, Constitution and By-Laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the Mortgagee, in some company acceptable to the said Mortgagee.

And it is agreed, that until default is made the said Mortgagors or their assigns, may retain possession of the mortgaged property.

And it shall be lawful for the said United Building and Loan Association of Glenburnie, Incorporated, its successors and assigns, or Bruner R. Anderson, its Attorney or Agent, at any time after default in any of the conditions of the Mortgage shall have continued for thirty days, 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 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, 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 Mortgagors, personal representatives or assigns, or to whoever may be entitled to the same.

Witness the hands and seals of the said Mortgagors.

Test: Gustav R. Zang (seal)

J. A. Winsloe. Mary N. Zang (seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this third day of May, in the year of one thousand nine hundred and twenty-two, before me, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared Gustav R. Zang and Mary N. Zang, his wife, the Mortgagors named in the aforegoing Mortgage, and each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared William C. Lenkuhl, the President of the corporation aforesaid, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Witness my hand and Notarial seal.

Notarial Seal J. A. Winsloe,
Notary Public

Bond. Filed and approved this 13" July, 1926.

Know all Men by these Presents, That we Brumer R. Anderson and New Amsterdam Casualty Company, a body corporate of the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand and 00/100 dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators jointly and severally, firmly by these presents sealed with our seals, and dated this tenth day of July in the year nineteen hundred and twenty six.

Whereas, the above bounden Brumer R. Anderson by

virtue of the power contained in a mortgage from Justin R. Zang and Mary N. Zang, his wife bearing date the third day of May nineteen hundred and twenty-two and recorded among the Land Records of Anne Arundel County in Liber N. N. N. No. 56, Folio 88, 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.

Now the Conditions of this Obligation are such, that if the above bounden Brumer R. Anderson 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
Anna L. Pumphrey
attest:
Marg. M. Wilkens

Brumer R. Anderson (seal)
New Amsterdam Casualty Co.
By C. Girard Aiken
Attorney-in-Fact.

Corporate Seal

Report of Sale - Filed 31st August, 1926.

To the Honorable Judges of said Court:

The report of sale of Brumer R. Anderson, attorney named in a mortgage from Justin R. Zang and Mary M. Zange, his wife, bearing date May 3rd, 1922, and recorded among the Land Records of Anne Arundel County in Liber N. N. N. No. 56, folio 88, etc., respectfully shows to this Court.

That after having filed a bond with the clerk of this Court for the faithful performance of the trust reposed in him and which said bond was duly approved by said clerk, and after having given notice by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, once a week for more than three successive weeks, setting forth the time, place, manner and terms of sale, and also by hand bills circulated and posted in the section of Anne Arundel County contiguous to Pasadena, he attended at the Court House door in the City of Annapolis,

on Tuesday, July 13th, 1926, at eleven o'clock A. M., and offered at public sale the property in said mortgage described, consisting of lots Nos. 14-15-16-36-37 and 38 in block 16 on the plat of Pasadena. Said plat being recorded among the Land Records of Anne Arundel County in Liber S. H. No. 39, folio 103, and sold the same to Joseph N. Groh and Ethel M. Groh, his wife, they being then and there the highest bidders therefore, for the sum of Twenty two hundred and eighty dollars.

Bruner R. Anderson,
Attorney.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, That on this 13th day of July in the year nineteen hundred and twenty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Bruner R. Anderson, and made oath in due form of law that the above report of sale is true as therein set forth and that the sale was fairly made.

As Witness my hand and Notarial seal.

Anna L. Pimphrey
Notary Public.

Notary Seal

Order Nisi.

Ordered, this 13th day of July, 1926, That the sale of the property mentioned in these proceedings made and reported by Bruner R. Anderson, Attorney Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of August next.

The report states the amount of sales to be $2280.00

Test: Wm. Martin Brady, Clerk.

Wm. Martin Brady, Clerk.

Publisher's Certificate.

Annapolis, Md. August 4, 1926.

We hereby certify, that the annexed Order Nisi. Equity 5138 was published in The Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for Three successive weeks before the Fourteenth day of August, 1926. The first insertion being made the Fifteenth day of July, 1926.

The Capital Publishing Company.
By L. T. Clow.

Ordered by the Court, this 31st. day of August, 1926 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.

Robert Moss, A. J.

Auditor's Report and Account - Filed Sept. 1st. 1926.

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.

James N. Owens, Auditor

Dr. The Mortgaged Real Estate of Gustav R. Jung and Mary N. Jung, his wife, in acct. with Bruner R. Anderson, Attorney. Cr.

July 13 - 1926.					July 13 - 1926			
To the Atty. for his Commissions	$ 101	95			By proceeds			
To fee as provided in mortgage	25	00	$ 126	95	of sale of			
					Real Estate	$ 2280	00	
To the Atty. for Court Costs, viz:					Int. on deferred			
" Solicitor's Appearance Fee	10	00			payment	9	90	
" Premium on bond	12	00				$ 2289	90	
" Auditor	9	00						
" Clerk of Court	9	75	40	75				
To the Atty. for his expenses, viz:								
" Auctioneer (N. H. M.)	15	00						
" Advertising Sale	16	00						
" Order nisi on sale	5	00						
" " " " this account	5	00						
" Handbills	6	13	47	13				
To the United Building & Loan Asso.								
of Glen Burnie, Incorporated.			2077	95				
			2292	78		$ 2289	90	
Balance due and unpaid,	$ 2	88						

Order Nisi -

Ordered, this 1st. day of September, 1926, 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 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 1st. day of October next.

Wm. Martin Brady,
Clerk.

Final Order -

Ordered by the Court, this 17th day of May, 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, 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 United Building and Loan Association of Glenburnie, Incorporated to Brumer R. Anderson - Filed 28 Sept. 1926.

This Release, Made this ____ day of September in the year nineteen hundred and twenty-six, by the United Building and Loan Association of Glenburnie, Incorporated.

Whereas Brumer R. Anderson has foreclosed a mortgage held by said Building Association against Gustav Zand and wife.

And Whereas the Auditor in said case has allowed to said Association, Two Thousand, Seventy-eight Dollars and Forty Cents, ($2,078.40).

And Whereas the said Brumer R. Anderson, Attorney has paid said sum to said Association, the receipt of which is hereby acknowledged, and in consideration of the payment, the said United Building and Loan Association of Glen Burnie, Incorporated, does hereby release, acquit and discharge the said Brumer R. Anderson, his heirs and assigns, from the payment of the same, declaring itself fully satisfied and content.

Witness the hand of William C. Lenkuhl, President of the United Building and Loan Association of Glen Burnie, Incorporated, with the seal of said Association affixed.

Test: Wm. C. Lemkuhl.
Ernest R. Smoot. Pres.

State of Maryland, Anne Arundel County, to wit:
I Hereby Certify, That on this ___ day of September in the year nineteen hundred and twenty six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William C. Lemkuhl, and acknowledged the foregoing deed of release to be the act and deed of the United Building and Loan Association of Glen Burnie, Incorporated.
As Witness my hand and Notarial seal.

Notary Seal

Ernest R. Smoot,
Notary Public.

In the Matter of the Sale of the Mortgaged real estate of the Parran Heights Company.

No. 5136 Equity.
In the Circuit Court for Anne Arundel County.

N. M. Brady, Clerk,
Docket this case and file original mortgage.
B. R. Anderson,
Sol. for plaintiff.

Filed April 20th, 1926

Mortgage - Filed April 20th, 1926.

This Mortgage, made this 20th day of July, in the year nineteen hundred and twenty three, by Parran Heights, Incorporated, a body corporate of the State of Maryland, party of the first part, and Joshua S. Linthicum, of Baltimore City and the State aforesaid, party of the second part,

Whereas the party of the second part has this day sold to the party of the first part all those six lots of ground hereinafter described, and there remains due on account of the purchase money, Forty Eight Hundred and Thirty-five dollars, which said sum is to be paid, with interest, as follows: Fourteen Hundred and Forty-three dollars and Seventy-five cents to be paid, with interest, one year from the day of the date hereof; Two Hundred and Fifty dollars to be paid in sixty days, and the balance of the purchase money to be paid on or before three years from the day of the date hereof, all sums to bear interest at six per cent, said interest to be paid semi annually.

And it is further agreed that the said party of the first part is to have the privilege of subdividing land selling all of the hereinafter described lots and when so sold the said Joshua S. Linthicum agrees to release from the operation and effect of this mortgage lots measuring twenty five feet by one hundred and fifty feet on the payment to him of Twenty Five dollars per lot, the said Linthicum reserving the right, however, to determine whether his security will be impaired in releasing lots as aforesaid.

And for the purpose of securing the payment of said debt and interest this mortgage is executed.

Now Therefore this Mortgage Witnesseth that in consideration of the premises and the sum of One Dollar, the said Parran Heights, Incorporated, doth grant and convey unto Joshua S. Linthicum, his heirs and assigns, all those several lots of ground, situate in Anne Arundel County, that are described as follows, that is to say:

Being all those six lots of ground, aggregating forty three and one quarter acres of land more or less, that are described in a deed from Joshua S. Linthicum, and wife, to Parran Heights, Incorporated, bearing even date herewith, said deed to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

Together with the buildings and improvements thereon 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 Joshua S. Linthicum, his heirs and assigns, forever.

Provided, that if the said Mortgagor, its successors or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Forty-Eight Hundred and Thirty Five 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 Mortgagor 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 Mortgagor, for itself, its successors 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 in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt

shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, his personal representatives or assigns, or Brenda 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 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 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, 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, its successors or assigns, or to whomever may be entitled to the same.

Witness the hand George R. Parran, President of Parran Heights, Incorporated, with the seal of the said body corporate attached.

Test: Parran Heights, Incorporated

Cora A. Mc Laney. (Corporate Seal) By George R. Parran, Pres.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this 20th day of July, in the year nineteen hundred and twenty three before me, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared George R. Parran, President of Parran Heights Incorporated, the Mortgagor named in the aforegoing

mortgage and acknowledged the aforegoing mortgage to be its act. At the same time also appeared Joshua S. Linthicum, 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.
Witness my hand and Notarial Seal.

Notary Seal

Lora A. McLaney
Notary Public.

Bond - Filed and approved 20th April, 1926.
Know all Men by these Presents: That we Brumer R. Anderson and New Amsterdam Casualty Company, a body corporate of the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand and no/100 ($5,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this nineteenth day of April in the year nineteen hundred and twenty-six.
Whereas, the above bounden Brumer R. Anderson by virtue of the power contained in a mortgage from Parran Heights, Incorporated bearing date the 20th day of July nineteen hundred and twenty-three and recorded among the Land Records of A. A. Co., in Liber N. N. N. No. 78, Folio 301, 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.
Now the Conditions of this Obligation are such, that if the above bounden Brumer R. Anderson 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
Wm. Martin Brady
Attest:
Mary M. Wilkens

Corporate Seal

Brumer R. Anderson (seal)
New Amsterdam Casualty Co.
By M. R. Gosweiler,
Attorney-in-Fact.

Report of Sale - Filed 11th May, 1926.

To the Honorable Judges of said Court:

The report of sale of Brumer R. Anderson, Attorney, named in a mortgage from the Parran Heights, Incorporated, bearing date July 20th 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 78, folio 301, etc., respectfully shows to this Court:

That after having given bond for the faithful performance of the trust reposed in him, which said bond was duly approved by the clerk of this Court, and after having given notice for once a week for three successive weeks, of the time, place, manner and terms of sale, in the Maryland Gazette, a newspaper published in Anne Arundel County, and by handbills circulated in various parts of the County, he attended at the Courthouse door in the City of Annapolis, on Tuesday, May 4th 1926, at eleven o'clock A. M., and sold all those several lots of ground in said mortgage described, save and excepting lots 148 to 163 both inclusive and lots 137-138 and 139 heretofore released from the operation and effect of said mortgage, and save and excepting also lots 108-109-178-179-180 and 181, withdrawn from sale as said lots appear on plat exhibited at the time of sale, to Joshua S. Linthicum, for Forty-five hundred dollars, he being then and there the highest bidder therefore.

Brumer R. Anderson, Atty.

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, That on this 4th day of May in the year nineteen hundred and twenty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Brumer R. Anderson, and made oath in due form of law that the matters and facts of the foregoing report of sale are true as therein set forth, and that the sale was fairly made.

As Witness my hand and Notarial seal,

Anna L. Pimphrey,
Notary Public.

Notary Seal

Order Nisi -

Ordered, This 11th day of May, 1926, That the sale of the property mentioned in these proceedings made and reported by Bruner R. Anderson, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 12th day of June 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 June, next.

The report states the amount of sales to be $4500.00

Wm. Martin Brady, Clk.

Test. Wm. Martin Brady, Clerk.

Publisher's Certificate -

Annapolis, Md., June 1, 1926.

We hereby certify, that the annexed Order Nisi - Parran Heights was published in The Maryland Gazette a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 12" day of June, 1926. The first insertion being made the 13" day of May, 1926.

The Capital Publishing Company,
By J. J. Taylor -

Order -

Ordered by the Court, This 15th day of June, 1926, 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.

Robert Moss, A. J.

Auditor's Report and Account - Filed June 16" - 1926.

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.

James N. Owens, Auditor

Dr. Mortgaged Real Estate of Parran Heights, Incorporated in ac. with Bonner R. Anderson, Attorney. Cr.

1926 May 4	To the Atty. for his commissions	$165	00			May 4, 1926.		
	" Fee provided in Mortgage	25	00	$190	00	By Proceeds of Sale of Real Estate	$450	00
	To the Atty. for Court Costs, viz:							
	" Solicitor	10	00					
	" Clerk of Court	9	75					
	" Premium on Bond	20	00					
	" Auditor	9	00	48	75			
	To the Atty. for his Expenses, viz:							
	" Advertising Sale & Order Nisi	35	32					
	" Auctioneer	20	00	55	32			
	To Taxes for 1925			33	80			
	This Balance, to J. S. Linthicum, Mortgagee, on acct of mtge. debt			4172	13			
				$450	00		$450	00
	Balance due to J. S. Linthicum, subject to Decree in personam	$512	09					

Order Nisi -

Ordered, This 16th day of June 1926, 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 17th 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 17th day of July next.

Wm. Martin Brady, Clerk.

Final Order -

Ordered by the Court, this 17th day of May, 1927, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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 Augustus Gross.

No. 5175 Equity.
In the Circuit Court for Anne Arundel County.

Mr. Clerk:

Please docket this suit, file original mortgage and statement of mortgage debt.

Winson G. Gatt,
Attorney named in Mortgage

Filed Aug. 2-1926.

Mortgage - Filed Aug. 2-1926.

This Mortgage, Made this 30th day of March, in the year Nineteen hundred and twenty-five between Augustus Gross, widower, of Baltimore City, Maryland, mortgagor, 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 Augustus Gross being the holders of fifty shares of unredeemed stock of said Association and a member thereof, has received from it an advance of Twenty-Five Hundred dollars, which is the full par value of said fifty 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 fifty shares of stock to said Association in accordance with its present constitution, said mortgagor has 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 Augustus Gross does hereby grant and convey unto the said Annapolis and Eastport Building Association, its successors and assigns.

First, All that lot of ground situate on the southwest side of Acton Lane, in the City of Annapolis, Maryland, with a frontage 16½ feet and a uniform depth of 102 feet. Being the lot of ground which was conveyed to the said Augustus Gross by Adela Robinson, single, by deed of even date herewith, which said deed is intended to be recorded prior to or with this mortgage among

the Land Records of Anne Arundel County; and being the lot of ground which was conveyed to the said Idela Robinson by Augustus Gross, Executor, by deed dated the 2nd. day of December, 1924, and recorded among the aforesaid Land Records in Liber N. N. N. No. 102, folio 115.

Second: All that lot of ground situate at the north-east corner of Sixth Street and Eastern Avenue, in the village of Eastport, Second Election District of Anne Arundel County, Maryland, with a frontage on said Avenue of 30 feet, and an irregular depth to the Bay Shore, being part of lot No. 183 as shown on a plat and survey made by Louis Green, Surveyor, April 19, 1899 (and portions of lots Nos. 183 and 184 as shown on Hurall's Plat of Eastport, filed in Plat Book G. M. No. 1, Section 1, folio 11, of Anne Arundel County). Being the lot of ground which was conveyed to the said Augustus Gross and Lucy A. Gross, his wife, by Edward Powers and wife, by deed dated the 21st. day of April, 1899, and recorded among the aforesaid Land Records in Liber G. M. No. 13, folio 105, the said Lucy A. Gross having since departed this life.

It is hereby understood and agreed that the said Augustus Gross shall have the privilege of paying the sum of Ten cents ($.10) per week on each share, instead of Twenty-five cents ($.25), as hereinafter provided, if he desires to do so.

Together with the buildings and improvements thereon, 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 twelve dollars fifty cents being twenty-five 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 twenty-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 Augustus Gross 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 him 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 twenty-five 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 mortgagor, 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 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, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagor, 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 whomever may be entitled to the same.

And the said mortgagor, for himself, his 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 commission to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity,

which said expenses, costs and commission to said Mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors or assigns or Ninson G. Gott, its 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, costs, expenses and commission.

Witness the hand and seal of the mortgagor.

Test:

Ruby N. Chaney.

Augustus Gross (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 30th day of March, in the year Nineteen hundred and twenty-five, before me, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Augustus Gross, widower, and acknowledged the foregoing mortgage to be his 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 Seal

Ruby N. Chaney,
Notary Public.

Statement of Mortgage Debt. Filed Aug. 2-1926.

Annapolis, Md., Aug. 2-1926.

To balance due on loan	$2910.02
" interest to day of sale	137.72
" fine	5.90
	$3053.64

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

I hereby certify that on this 2nd day of August, 1926, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frank B. Frantz, Secretary-Treasurer of the Annapolis and Eastport Build-

ing Association, and made oath in due form of law that the above statement is correct, to the best of his knowledge and belief.

Witness my hand and notarial seal,

Notary Seal

Ruby N. Chaney,
Notary Public.

Attorney's Bond - Filed & approved 21st August, 1926.

Know all Men by these Presents, that we, Winson G. Gatt, as principal, and The Maryland Casualty Company, of Baltimore, Maryland, a body corporate, authorized by its charter to become surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Three thousand dollars ($3000.00), to be paid to the said State, or its certain attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of August, 1926.

Whereas, the above bounden, Winson G. Gatt, by virtue of the power contained in a mortgage from Augustus Gross, widower, dated the 30th day of March, 1925, and recorded among the Land Records of Anne Arundel County in Liber N. N. N. No. 100, folio 67, 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, Winson G. Gatt, does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of 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 Ruby N. Chaney

Countersigned: Minson G. Gatt Attorney-in-Fact.

Minson G. Gatt (seal)
The Maryland Casualty Co. of Baltimore City, Maryland
Chas. F. Lee of
By Chas F. Lee & Co., Agents.

Attorney's Report of Sale - Filed Aug. 4th - 1926.

To the Honorable, the Judges of said Court:

The report of Minson G. Gatt, the Attorney named in the mortgage, filed in these proceedings, to make sale of the property mentioned therein respectfully shows:-

That, after giving bond, with approved security, and after giving 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, for at least twenty days before the day of sale, and also by handbills posted up at the Court House door, and other conspicuous places, he did, pursuant to said notice, attend at the Court House door, in the City of Annapolis, Maryland, on Tuesday, August 3, 1926, at eleven o'clock A. M. and then and there proceeded to sell said property, mentioned in these proceedings:-

First. All that lot of ground, improved by a four room dwelling, situate on the southwest side of Acton Lane, Annapolis, Maryland, with a frontage thereon of 16½ feet and a uniform depth of 152 feet. Being the lot of ground which was conveyed to the said Augustus Gross by Idella Robinson, single, by deed dated March 30, 1925, and recorded among the Land Records of Anne Arundel County in Liber N. N. N. No. 105, folio 23.

Second. All that lot of ground, improved by a six room dwelling, situate at the northeast corner of Sixth Street and Eastern Avenue, in the village of Eastport, Second Election District of Anne Arundel County, Maryland, with a frontage on said Avenue of 30 feet and an irregular depth to the bay shore, being part of lot No. 183 as shown on Hewitt's Plat of Eastport, filed in Plat Book G. W. No. 1, Section 1, folio 11, of Anne Arundel County.

Being the lot of ground which was conveyed to the

said Augustus Gross and Lucy A. Gross, his wife, by Edward Powers and wife, by deed dated April 21, 1899, and recorded among the aforesaid Land Records in Liber G. W. No. 13, folio 105, the said Lucy A. Gross having since departed this life.

We offered said property and sold the firstly described to Harry Jurey at and for the sum of Nine hundred dollars ($900.00), and the secondly described to Benjamin Michaelson at and for the sum of Twenty-five hundred dollars ($2500.00), they being then and there the highest bidder for each of said properties.

And the said Attorney files herewith a copy of said advertisement, Auctioneer's certificate and purchasers' agreements, all of which is respectfully submitted.

Winson G. Gatt,
Attorney named in Mortgage.

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 4th day of August, 1926, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the within named Winson G. Gatt, Attorney, and made oath in due form of law that the matters and things stated in the aforegoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and notarial seal.

Ruby N. Chaney,
Notary Public.

Notary Seal

Handbill — William H. Moss — Auctioneer.

Mortgagee's Sale of valuable Real Estate situate at Eastport and Annapolis, Maryland.

Under and by virtue of the special power of sale contained in a mortgage from Augustus Gross, widower, dated the 30th day of March, 1925, and recorded among the Land Records of Anne Arundel County in Liber N. N. N. No. 100, folio 67, I will offer to Public Sale at the Court House door, in the City of Annapolis, Maryland, on Tuesday, August 3, 1926 at 11 o'clock A. M., the following property:

First. All that lot of ground, improved by a four-room dwelling, situate on the Southwest Side of

Acton Lane, Annapolis, Maryland, with a frontage thereon of 16½ feet and a uniform depth of 102 feet. Being the lot of ground which was conveyed to the said Augustus Gross by Idela Robinson, single, by deed dated the 30th day of March, 1925, and recorded among the aforesaid Land Records in Liber N. N. N. No. 105, folio 33.

Second. All that lot of ground, improved by a six room dwelling, situate at the Northeast Corner of Sixth Street and Eastern Avenue, in the village of Eastport, Second Election District of Anne Arundel County, Maryland, with a frontage on said avenue of 30 feet and an irregular depth to the bay shore, being part of Lot No. 183, as shown on a plat and survey made by Louis Green Surveyor, April 19, 1899 (and portions of Lots Nos. 183 and 184 as shown on Duvall's Plat of Eastport, filed in Plat Book G. N. No. 1 Section 1, folio 11, of Anne Arundel County). Being the lot of ground which was conveyed to the said Augustus Gross and Lucy A. Gross his wife, by Edward Powers and wife by deed dated April 21, 1899, and recorded among the aforesaid Land Records in Liber G. N. No. 13, folio 105, the said Lucy A. Gross having since departed this life,

Terms of Sale:- Cash on ratification of the sale by the Court. A deposit of $200 will be required of the purchaser or purchasers on day of sale on the firstly described property, and $50.00 on the secondly described property; deferred payments to bear interest at the rate of six per cent per annum. Taxes to be adjusted to the day of sale.

Winson G. Gatt,
Attorney named in Mortgage.

Auctioneer's Certificate.

I hereby certify that I sold the within firstly described property at Mortgagee's Sale on this 3rd. day of August, 1926, to Harry Dorsey, at and for the sum of Nine hundred dollars ($900.00), he being then and there the highest bidder for the same; and sold the within secondly described property on the said 3rd. day of August, 1926, to Benjamin Michaelson at and for the sum of Twenty-five hundred dollars ($2500.00), he being then and there the highest bidder for the same; and I further certify that the sales were fairly

made.

Witness my hand and seal this 3rd. day of August, 1926.

Test: William H. Woods (Seal)

Ruby N. Chaney. Auctioneer.

I hereby certify that I purchased the within firstly described property from Winson G. Gatt, Attorney, at Mortgagee's Sale on this 3rd. day of August, 1926, at and for the sum of Nine hundred dollars ($900.00), and I hereby agree to comply with the terms of sale.

Witness my hand and seal this 3rd. day of Aug. 1926

Test: Harry Dorey (Seal)

Ruby N. Chaney.

I hereby certify that I purchased the within secondly described property from Winson G. Gatt, Attorney, at Mortgagee's Sale on this 3rd. day of August, 1926, at and for the sum of Twenty-five hundred dollars ($2500.00), and I hereby agree to comply with the terms of sale.

Witness my hand and seal this 3rd day of August, 1926.

Test. Ruby N. Chaney. Benjamin Nicholson (seal)

Order Nisi.

Ordered, this 4th day of August, 1926, that the sale of the property, mentioned in these proceedings, made and reported by Winson G. Gatt, Attorney, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the day of September, 1926; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each week of three successive weeks before the 6th day of Sept. 1926. The report states the amount of the sale to be thirty four hundred dollars ($3400.00).

Wm. Martin Brady, Clerk.

Publisher's Certificate.

Annapolis, Md. Sept. 8-1926.

We hereby certify, that the annexed advertisement Order Nisi - #7175 Equity - Augustus Gross 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 6th day of September the first insertion appearing on the 5 day of August, 1926.

The Capital Publishing Company.
By J. J. Taylor.

Ordered by the Court, this 7th day of September, 1926, that the sale made and reported by Winson G. Gatt, Attorney, aforesaid, be, and the same is, hereby Ratified and Confirmed, no cause to the contrary having been shown, 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 and Account - Filed 19th Nov. 1926.

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 acct. All of which is respectfully submitted,

James N. Owens, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Augustus Gross in ac. with Winson G. Gatt, Attorney. Cr.

To the Atty. for his commissions	$132	00			Aug. 2-1926			
" " " " fee in mortgage	25	00	$157	00	By proceeds of sale			
" " " for Court costs, viz:					of real estate	$3400	00	
" Plaintiff's Solicitor	10	00			To Int. on de			
" Clerk of Court	13	75			ferred payments	35	66	
" Auditor	9	00				$3435	66	
" Premium on bond	10	00	42	75				
To the Atty. for his expenses, viz:								
" advertising, Evening Capital	41	25						
" order nisi, this account	5	00						
" Auctioneer, N. I. M.	16	00						
" Notary		50						
" Insurance, Acton Lane	2	00						
" Insurance, Eastport	11	40	76	15				
" water rent			4	67				
To the Atty. for taxes, viz:								
" 1924 County + State taxes (Eastport)	33	55						
" 1925 County + State taxes (Eastport)	29	55						
" 1926 " " " " "								
to day of sale, 1 month,	2	40						
To 1925 County + State taxes (Acton Lane)	10	75						
" " " " " " " "								
to day of sale, 1 month	1	00						

(Continued on next page)

Acct. Brought forward -

To 1925 City taxes (Acton Lane)	$7	30						
" 1926 City taxes (Acton Lane), to day of sale, 1 month		60	85	15				
To the Annapolis & East port Building Ass. in full of mortgage debt			3053	64				
To Augustus Gross, this balance			16	30				
			$3435	66			$3435	66

Order Nisi -

Ordered, This 19th day of November, 1926, 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 20th 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 20th day of December next.

Wm. Martin Brady, Clerk.

Publisher's Certificate.

Annapolis, Md., Dec. 18-1926.

We hereby certify, that the annexed Order Nisi - Gross - Equity #5175 was published in Evening Capital a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for Three successive weeks before the 20th day of December, 1926, the first insertion being made the 20th day of November, 1926.

The Capital Publishing Co.
By Louise F. Clow

Final Order -

Ordered by the Court, this 29th day of December, 1926, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, 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.